

SPECIAL CONDITIONS included in Contract of Sale

BETWEEN
Jayden Dallas Mayes as Vendor

And

As Purchaser

SPECIAL CONDITIONS:

1. GST Withholding

- 1A 1.** Words and expression defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in the Special Condition unless the context requires otherwise. Words and expression first used in the Special Condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 1A 2.** This Special Condition 1A applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this Special Condition 1A is to be taken as relieving the Vendor from compliance with Section 14-255.
- 1A 3.** The amount is to be deducted from the Vendor's entitlement to the contract*consideration and is then taken to be paid to the Vendor, whether or not the Vendor provides the Purchaser with a GST Withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The Vendor must pay to the purchaser at settlement such part of the amount as is represented by nonmonetary consideration.
- 1A 4.** The Purchaser must:
- (a) Engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations under the legislation and this Special Condition; and
 - (b) Ensure that the representative does so.
- 1A 5.** The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) Pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from monies under the control or direction of the representative in accordance with this Special Condition on settlement of the sale of the property;
 - (b) Promptly provide the Vendor with evidence of payment, including any notification or other document provided by the Purchaser to the Commissioner relating to payment; and
 - (c) Otherwise comply, or ensure compliance, with this Special Condition.
- Despite:

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

1A 6. The representative is taken to have complied with the requirements of special condition 1A.5 if:

- (a) Settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties;
and
- (b) The amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

1A 7. The Purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:

- (a) So agreed by the vendor in writing: and
- (b) The settlement is not conducted through an electronic settlement system described in special condition 1A.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 1A.7, the vendor must:

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

1A 8. The Vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 14 days before the due date for settlement.

1A 9. A party must provide the other party with such information as the other party requires to:

- (a) Decide if an amount is required to be paid or the quantum of it, or
- (b) Comply with the purchaser's obligation to pay the amount,
In accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The party providing the information warrants that it is true and correct.

1A 10. The Vendor warrants that:

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

1A 11. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) The penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 1A 10: or
- (b) The purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).

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

1A 12. This special condition will not merge on settlement.

2. Director's Guarantee and Warranty:

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

The following Guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

GUARANTEE and INDEMNITY

I/We, of

and of

being the **Sole Director / Directors** of ACN.....
(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named Vendor selling to the within-named Purchaser at our request the Land described in the within Contract of Sale for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser I/we will forthwith on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and hereby indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 20.....

SIGNED SEALED AND DELIVERED by the said

Print Name.....

in the presence of:

Witness.....

)
)
)

Director (Sign)

)
)
)

SIGNED SEALED AND DELIVERED by the said

Print Name.....

in the presence of:

Witness.....

)
)
)

Director (Sign)

)
)
)

**Vendors Statement to the Purchaser of Real Estate
Pursuant to Section 32 of the Sale of Land Act ("the Act")**

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 1 October 2014.

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.

PROPERTY: 3/879 Fourteenth Street, Mildura

VENDOR'S NAME: Jayden Dallas Mayes

VENDOR'S SIGNATURE:



DATE:

3/2/21

PURCHASER'S NAME:

PURCHASER'S SIGNATURE:

DATE:

**VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT ("the Act")**

Vendor: **Jayden Dallas Mayes**

Property: **3/879 Fourteenth Street, Mildura**
 Lot 3 on Plan of Strata Subdivision 023409H
 Being the whole of the land in Certificate of Title
 Volume 09681 Folio 939

1. Financial matters in respect of the land

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

- (a) ~~are contained in the attached certificate/s.~~
 are as follows :

<u>Authority</u>	<u>Amount</u>	<u>Interest</u>
1. Mildura Rural City Council	\$1,561.92 per annum 2020/2021	
2. Lower Murray Water- Urban	\$ 175.05 per quarter 2020/2021 (tariff only)	
3. Owners Corporation	See attached	

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows: Usual Adjustment of outgoings and water by measure

- (a) ~~—— Their total does not exceed \$~~
- (b) The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:

2. Insurance details in respect of the land

- (a) If the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

No such insurance has been effected
~~Particulars of vendor's insurance policy:~~

- (b) If there is a residence on the land which was constructed within the preceding 6 years and section 137B of the **Building Act 1993** applies to the residence:

No such insurance has been effected.
~~Particulars of vendor's required insurance:~~

3. Matters relating to land use

- (a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:
 - (i) Description:
 - (ii) Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows:
- (b) This land is not within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*
- (c) There is access to the property by road.
- (d) In the case of land to which a planning scheme applies a statement specifying—
 - (i) name of the planning scheme: See attached
 - (ii) name of the responsible authority: See attached
 - (iii) zoning of the land: See attached
 - (iv) name of any planning overlay affecting the land: See attached
 - (v) Salinity – See attached

4. Notices made in respect of land

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

~~Is contained in the attached certificate/s and/or statement/s.~~
~~Is as follows:~~
None to the Vendor's knowledge

- (b) Whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

~~Is contained in the attached certificate/s and/or statement/s.~~
~~Is as follows:~~
None to the Vendor's knowledge

- (c) Particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***.

~~Is contained in the attached certificate/s and/or statement/s.~~
~~Is as follows:~~
None to the Vendor's knowledge

5. Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence):

No such Building permit has been granted to the Vendor's knowledge
~~Is contained in the attached certificate/s.~~
~~Is as follows:~~

6. Information relating to any Owners Corporation

The land is affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

(a) Unless paragraph (b) below applies—

either—

~~(A) specify the information prescribed for the purposes of section 151(4)(a) of the *Owners Corporations Act 2006* relating to the Owners Corporation; or~~

(B) (i) attach a copy of the current Owners Corporation certificate issued in respect of the land under section 151 of the *Owners Corporations Act 2006*; and

(ii) attach a copy of the documents specified in section 151(4)(b)(i) and (iii) of the *Owners Corporations Act 2006* that are required to accompany an Owners Corporation certificate under that Act; or

~~(b) If the Owners Corporation is inactive, specify the Owners Corporation is inactive as the Owners Corporation HAS NOT in the previous 15 months:-~~

~~(i) had an annual general meeting;~~

~~(ii) fixed any fees; and~~

~~(iii) held any insurance.~~

7. Growth areas infrastructure contribution

There is not a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*) –

~~Particulars of work-in-kind agreement:~~

~~Is contained in the attached certificate/s and / or notice/s:~~

8. Disclosure of non-connected services

The following services are not connected to the land—

~~(a) electricity supply;~~

(b) gas supply;

~~(c) water supply;~~

~~(d) sewerage;~~

(e) telephone services.

9. Evidence of title

Attached are copies of the following document/s concerning Title:

(a) in the case of land under the *Transfer of Land Act 1958*, a copy of the Register Search Statement 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;

~~(b) in any other case, a copy of—~~

~~(i) the last conveyance in the chain of title to the land; or~~

~~(ii) any other document which gives evidence of the vendor's title to the land;~~

~~(c) if the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to sell the land;~~

~~(d) in the case of land that is subject to a subdivision—~~

~~(i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or~~

~~(ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;~~

~~(e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the Subdivision Act 1988—~~

- ~~(i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and~~
- ~~(ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and~~
- ~~(iii) Details of any proposals relating to subsequent stages that are known to the vendor; and~~
- ~~(iv) A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision.~~

~~(f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed—~~

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

10. DUE DILIGENCE CHECKLIST:

The Sale of Land Act, 1962 provides that the Vendor or the Vendor's Licensed Estate Agent must make a prescribed due diligence checklist available to the Purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided but the checklist has been attached as a matter of convenience.

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

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



Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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

Page 1 of 2

VOLUME 09681 FOLIO 939

Security no : 124087562895T
Produced 15/01/2021 10:38 AM

LAND DESCRIPTION

Lot 3 on Registered Plan of Strata Subdivision 023409H.
PARENT TITLE Volume 08747 Folio 708
Created by instrument SP023409H 04/06/1986

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JAYDEN DALLAS MAYES of UNIT 3/881 FOURTEENTH ST.MILDURA 3500
X448202E 03/05/2001

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AB416415V 16/07/2002
WESTPAC BANKING CORPORATION

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE SP023409H 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: 879 FOURTEENTH STREET MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP023409H



Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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

Page 2 of 2

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Plan
Document Identification	SP023409H
Number of Pages (excluding this cover sheet)	2
Document Assembled	15/01/2021 10:47

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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

PLAN OF STRATA SUBDIVISION	EDITION 1	SP023409H
LOCATION OF LAND PARISH: MILDURA TOWNSHIP: - SECTION: 24 CROWN ALLOTMENT: - CROWN PORTION: 2 (PT) TITLE REFERENCE: VOL. 8747 FOL. 708 LAST PLAN REFERENCE: LOT 2 ON LP82638 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 4 EULINGA DRIVE, 879 & 881 FOURTEENTH STREET MILDURA 3500	FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT	
	SURVEYOR'S CERTIFICATE Surveyor: MARK TOMKINSON Certification Date: 21/10/1985 SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF MILDURA on 19/12/1985 REGISTERED DATE: 04/06/1986 PLAN UPDATED BY REGISTRAR IN AN661031Q 07/07/2020	

LEGEND

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

THE LOWER BOUNDARY OF LOTS 1 TO 6 IS ONE METRE BELOW THAT PART OF THE SITE OF THE RELEVANT LOT.
THE UPPER BOUNDARY OF THESE LOTS IS EIGHT METRES ABOVE THAT PART OF THE SITE.

LOTS 5 & 6 ARE ACCESSORY LOTS.

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

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

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

NOTICE OF RESTRICTION

LOTS 1 & 2 ARE RESTRICTED LOTS.

LOTS 5 & 6 ARE CAR PARK LOTS.

REGISTRATION OF DEALINGS WITH LOTS 1 & 2 IS RESTRICTED.

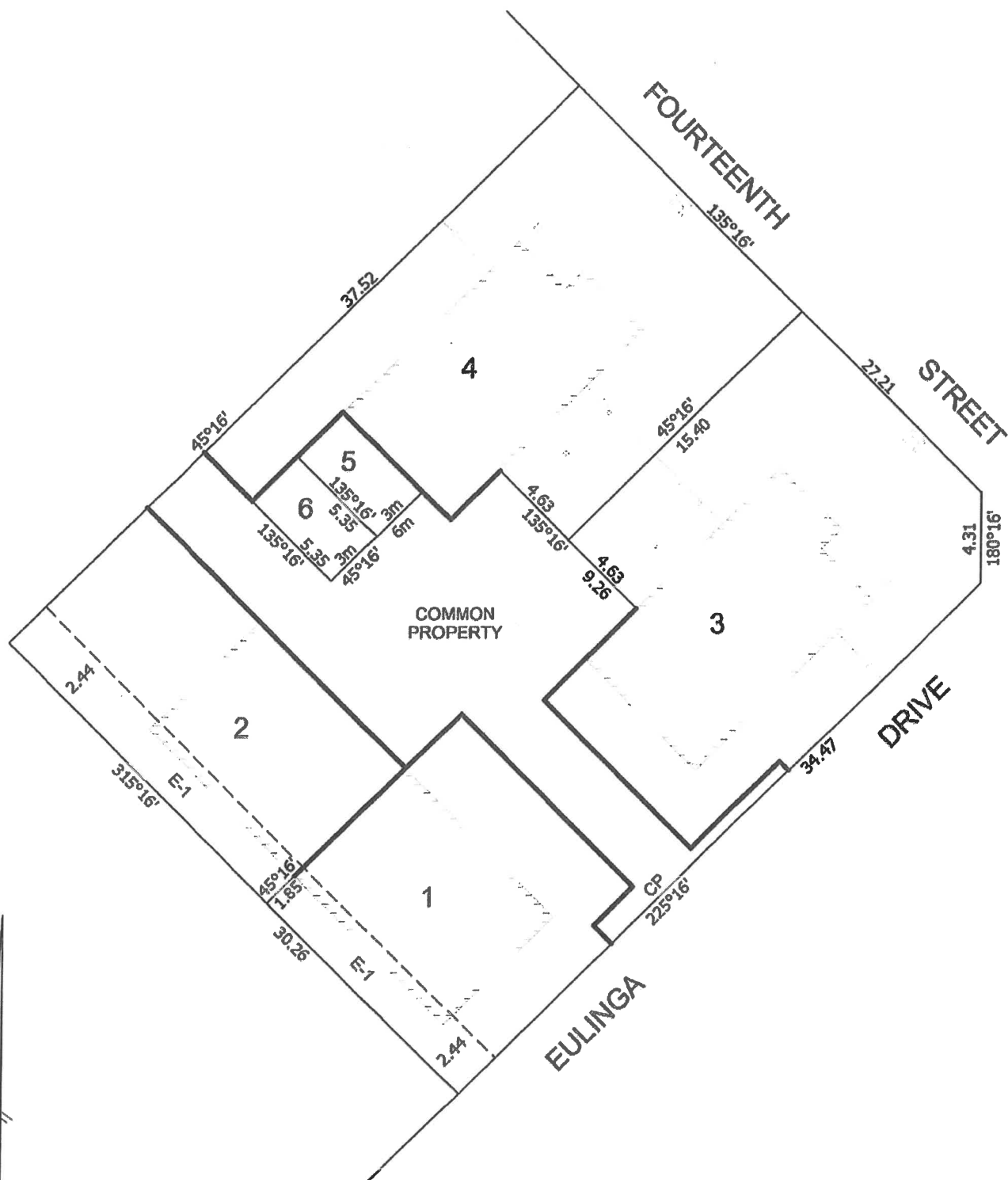
THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER No. 254719 AFFECT ALL LOTS ON THIS PLAN

EASEMENT INFORMATION

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

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

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1	DRAINAGE & SEWERAGE	2.44	LP82638	LOTS ON LP82638	LOTS 1,2 & CP



APPROX. TRUE NORTH

5 2.5 0 5 10 20
LENGTHS ARE IN METRES



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

Produced: 15/01/2021 10:47:59 AM

**OWNERS CORPORATION
PLAN NO. SP023409H**

The land in SP023409H is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 6.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
102 EIGHTH STREET MILDURA VIC 3500

AS094575N 16/04/2019

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	24	24
Lot 2	24	24
Lot 3	25	25
Lot 4	25	25
Lot 5	1	1
Lot 6	1	1



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/01/2021 10:47:59 AM

OWNERS CORPORATION
PLAN NO. SP023409H

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	100.00	100.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

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

OWNERS CORPORATION CERTIFICATE

Owners Corporation Number: SP23409H

Owners Corporation Address: Cnr Fourteenth Street & 4 Eulinga Drive, Mildura, Vic, 3500

Owners Corporation Postal Address: PO Box 3377, Mildura, Vic, 3502

Applicant for the Certificate: Owner for AllState Conveyancing

Address for the delivery of the Certificate: Owners email

Date that the application was received: 01/02/2021

Reference: Harrington OC

This certificate is issued for Lot 3, 3/881 Fourteenth Street, Mildura, Vic, 3500 on Plan No SP23409H.

1. The current levy fees for the 2021 financial year will be set at the Annual General Meeting which is scheduled for 19/02/2021. As an indication, the fees for the 2020 financial year were \$1328.00. The financial year is 01/01/2021 to 31/12/2021.
2. The levy fees paid as at 02/02/2021 for the current financial year: \$Nil
3. **Outstanding levy fees as at 03/02/2021: \$83.47 including interest on arrears calculated to 03/02/2021 (excluding 2021 financial year levies yet to be raised)**
4. **Levy Fees yet to be issued for 01/01/2021 to 31/12/2021: To be determined at AGM on 19/02/2021**
5. The following special fees for levies have been struck and are payable on the dates indicated below: Nil
6. The Owners Corporation has performed or is about to perform repairs, work or act which may incur an additional charge to that set out above in the annual fees. Nil
7. The Owners Corporation presently has the following insurance cover: - Certificate of Currency attached.

Name of Company:	CHU Underwriting Agencies Pty Ltd
No of Policy:	21855
Kind of Policy:	Residential Strata Insurance
Buildings Amount:	\$1,000,000
Public Liability Amount:	\$10,000,000
Buildings Covered:	All buildings on SP23409H
Renewal Date:	11/06/2021
8. The total funds held by the Owners Corporation at 02/02/2021 were \$4,653.48. Refer to attached Balance Sheet.
9. Are there any liabilities of the Owners Corporation, other than those shown in other parts of the certificate? No
10. Are there any current contracts, leases, licences or agreements affecting the common property? No
11. The Owners Corporation has not made any agreement to provide services to members, occupiers or the public for a fee.
12. Are there any notices or orders served on the Owners Corporation in the past 12 months that have not been satisfied? No
13. Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? No
14. No proposal has been made for the appointment of an administrator except as follows:- Not applicable
15. The Owners Corporation has resolved to appoint Ace Body Corporate Management the Manager of the Owners Corporation.

THE COMMON SEAL of OWNERS CORPORATION NO SP23409H

was affixed in accordance with section (1) 21 (2A) & 151 (4) (c) of the Owners Corporations Act 2006 and in the presence of:

Signature of Owners Corporation Manager: -



Bruce Watson - Owners Corporation Manager

Business Licensing Authority Certificate of Registration Number 000968



Date: 03 / 02 / 2021

Attachments: Schedule 3 – Statement of Advice for prospective purchasers, Model Rules, Insurance Cert of Currency, Balance Sheet, and AGM Minutes dated: 21/02/2020

Owners Corporation 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 Use Victoria.

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

Model rules as applying to 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 his or her 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 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 his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her 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*.

COVERAGE SUMMARY

Client:
OC23409
C/- Ace Body Corporate Mildura
PO BOX 3377,
Mildura VIC 3502

Broker Contact Details:
Broker: Alina Lucaciu
Phone: 8646 0264
Email: alina@resolutepropertyprotect.com.au

Policy Class: CHU Residential Communitysure
Policy No.: 21855

Client reference: RES VIC C0820
Period of Insurance: From: 11/06/2020
To: 11/06/2021

The summary below is not a policy document and is only an outline of the coverage.
The conditions and limitations of the Insurer's policy shall prevail at all times.

Insured Name: OC23409

Situation Address: 881 Fourteenth Street, Mildura 3500

Covering:**Policy 1: Insured Property**

Building:	\$1,000,000
Loss of Rent/Temporary Accommodation (15%):	\$150,000
Community Property (Common Area Contents):	\$5,009

Policy 2: Public or Legal Liability: \$10,000,000

Policy 3: Voluntary Workers: \$3,000/\$300,000

Policy 4: Workers Compensation: Not Insured
(NSW, ACT, TAS & WA Only)

Policy 5: Fidelity Guarantee: \$250,000

Policy 6: Office Bearer's Legal Liability: Not Insured

Policy 7: Machinery Breakdown: \$10,000

Policy 8: Catastrophe Insurance:
(Insured Property): Not Insured
Extended Cover – Community Income/Temp: Not Insured
Accommodation/Storage Not Insured
Cost of Storage & Evacuation Not Insured

Policy 9: Government Audit Costs: \$25,000
Appeal Expenses – Common Property
Health and Safety Breaches: \$100,000
Legal Defence Expenses: \$50,000

Policy 10: Lot Owners Fixtures & Improvements: \$250,000

RESOLUTE PROPERTY PROTECT PTY LTD

PHONE 1300 668 033
EMAIL info@resolutepropertyprotect.com.au
WEB www.resolutepropertyprotect.com.au

VICTORIA Level 5, 90 Collins Street, Melbourne 3000
NEW SOUTH WALES Level 11, 23 Hunter Street, Sydney 2000
QUEENSLAND Level 19, 1 Eagle Street, Brisbane 4000

ABN 53 157 850 827
AFSL 425 966

Flood: Insured
Flood Excess: \$500

Excesses:

\$1,000 Legal Defence Expenses each and every claim
\$500 Any event of any kind
\$500 Machinery Breakdown any event of any kind

Insurer: CHU Underwriting Agencies Pty Ltd
001 580 070
Level 21, 150 Lonsdale Street

MELBOURNE VIC, 3000

Supporting Insurer: QBE Insurance Limited
570 Bourke Street
Melbourne
VIC 3000

Proportion: 100%

Important Notices:

Policy Conditions and Exclusions

Please refer to your Policy Document for full details of Policy Conditions and Exclusions.

Insurance Brokers Code of Practice & External Disputes Resolution Service

Resolute Property Protect subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority (AFCA). AFCA administer an independent and free external dispute resolution service for our clients. Please visit www.resolutepropertyprotect.com.au or contact our office for further details.



Ace Body Corporate Management (Mildura)
ABN: 64110072092

PO BOX 3377, Mildura, Vic 3502
mildura@acebodycorp.com.au
Ph: 03 5021 3421

Statement of Financial Position

As at 03/02/2021

Harrington Owners Corporation SP23409H

Cnr 14th Street & 4 Eulinga Drive, Mildura VIC 3500

Current period

Owners' funds

Administrative Fund

Operating Surplus/Deficit--Admin	(410.50)
Owners Equity--Admin	5,948.63
	<u>5,538.13</u>

Maintenance Fund

Operating Surplus/Deficit--Maintenance	0.00
	<u>0.00</u>

Net owners' funds

\$5,538.13

Represented by:

Assets

Administrative Fund

Cash at Bank--Admin	4,653.48
Receivable--Levies--Admin	82.70
	<u>4,736.18</u>

Maintenance Fund

0.00

Unallocated Money

0.00

Total assets

4,736.18

Less liabilities

Administrative Fund

0.00

Maintenance Fund

0.00

Unallocated Money

0.00

Total liabilities

0.00

Net assets

\$4,736.18

* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.



ACE BODY CORPORATE MANAGEMENT
PROFESSIONAL PERSONAL SERVICE

Owners Corporation SP023409H (Harrington)
Cnr. Fourteenth Street & Eulinga Drive Mildura Vic 3500

27th February 2020

Dear Owner

Below are the **Minutes** of the Annual General Meeting (AGM) of Owners Corporation SP023409H (Harrington) held at 4.00pm on Friday, 21st February, 2020 at Ace Body Corporate Management Mildura, 102 Eighth Street, Mildura, VIC, 3500.

Minutes of Annual General Meeting

1. Meeting attendance

a. Present

Lynette Verrall (Lot 1), Margaret Brazel (Lot 2) and George Isihos (Lot 4) via teleconference.
Also in attendance – Bruce Watson – Ace Body Corporate Management (Mildura)

b. Proxies

Nil

c. Apologies

Nil

d. Quorum & Entitlement to Vote

A quorum was achieved. As such, all decisions made at the meeting will be final.

2. Election of Chairperson for the AGM

Resolution: That Bruce Watson is elected Chairperson for the Annual General Meeting.

For: all, **Against:** None

3. Confirm receipt and approve minutes for the previous AGM held 15th February 2019

Resolution: That the Owners Corporation acknowledge and accept the minutes of previous meeting as a true and correct record of proceedings.

For: all, **Against:** None

4. Confirm receipt and approve Manager's Report

Resolution: That the Owners Corporation acknowledge and accept the Manager's Report as presented by the Manager.

For: all, **Against:** None

5. Confirm receipt and approve financial statements for the year ending 31st December 2019.

Resolution: That the Owners Corporation acknowledge and accept the financial statements as presented by the Manager.

For: all, **Against:** None

6. Building & liability insurance

- a. Discussed insurance cover details
- b. Sought approval to renew the insurance policy when premium becomes due.
- c. Insurance replacement valuation report was discussed to ensure property is adequately insured
- d. In the event of a claim the relevant lot owner would pay the applicable excess.

Note: A copy of the Product Disclosure Statement (PDS) and Financial Services Guide (FSG) for this insurance will be available at the AGM or can be downloaded from www.chu.com.au. A copy of the Financial Services Guide (FSG) for Whitbread Insurance Brokers or Resolute Property Protect Pty Ltd is available by contacting the office of ACE Body Corporate Management (Mildura). ACE Body Corporate Management (Mildura) does receive a commission for insurance products.

Duty of Disclosure: The law requires an owners corporation to tell an insurer everything that they know (or could reasonably be expected to know in the circumstance) which is relevant to the insurers decision to insure the owners corporation and the terms on which the insurer offers insurance to the owners corporation. The duty applies before the owners corporation enters into a contract with the insurer (that is, before the insurer accepts the owners corporation application) and also each time the owners corporation alters or renews the policy. If the Owners Corporation does not tell an Insurer everything that is relevant, they may reduce or refuse to pay a claim, cancel the policy or if the owners corporation acts dishonestly, invalidate the policy from its beginning and not be bound by it.

Resolution: That the Owners Corporation **DOES NOT** obtain an insurance valuation report.

For: all, **Against:** None

Resolution: The Owners Corporation resolves to renew the existing insurance policy in line with the rate of building cover currently held with the insurer, however in the meantime the **Manager** is to obtain a quote for an increase in the Building Sum Insured to \$1M- for consideration by the Chairperson.

Manager to refer to the Chairperson when insurance renewal comes in next year, should the premium requested exceed the approved budget or a more favourable offer is received from our broker.

For: all, **Against:** None

7. Repairs, maintenance, works & other matters

a) Grounds/Garden Maintenance: -

- Noted that Manager obtained two independent gardening quotes of \$70- and \$90- per visit, as the Chairperson was not entirely happy with the standard from the current contractor. Margaret will also provide the name of another one as well for a quote. **Resolved** that when this is received the Chairperson will consider them and decide on who they should change to. Continue with the current contractor in the meantime.
- Noted that the existing irrigation controller needs replacing, and Manager has obtained a quote of \$236-50 for this. **Resolved** to proceed with the quote and **Manager** would arrange.

b) Gutter Cleaning: - This has been lot owner's responsibility in the past however **Resolved** that it be organised for say April this year with any cost overrun for maintenance in the budget to be absorbed from surplus funds held. **Manager** to arrange.

c) White Ant/Pest Inspections: - This is a lot owners' responsibility however consideration be given to carrying out inspections on all lots during 2021. White Ant Inspection reports would be posted direct to Lot Owners. Whilst the Owners Corporation arranges the inspections; the Lot Owners will then be responsible for any follow up action or treatment. **NOTE:** The Owners Corporation is not responsible for any action required in the reports or the terms and conditions of the report from the pest inspection operator. Current cost of this service for the Owners Corporation would be \$110- per unit. Decision to be made at next year's AGM.

d) Other Maintenance Issues: - Nil

For: all, **Against:** None

8. Safety Assessment Report

An Owners Corporation (owners/residents), has a duty of care, as far as practical, to ensure the common property is presented as a safe environment for persons to enter and exist and should any hazards or risks come to the attention of owners, they should be promptly reported to the office of the Manager for attention.

Please Note: A Building Health & Safety Report was carried out in May 2017 by AESG.

Motion: That the Owners Corporation **DOES NOT** undertake a common property safety inspection on common property this year.

For: all, **Against:** None

9. Annual Budget – 2020 Financial Year

The following budget was approved.

	Last budget 2019	Actual 2019	Proposed budget 2020
Admin Fees & Charges - MyStrata	\$61.60	\$61.60	\$61.60
Admin – Management Fees - Standard	\$800.00	\$800.00	\$800.00
Admin – Management Fees - Disbursements	\$200.00	\$200.00	\$200.00
Insurance Premiums	\$1,800.00	\$1,995.50	\$2,200.00
Maintenance Grounds – Irrigation Systems	\$250.00	\$200.75	\$250.00
Maintenance Grounds – Lawns & Gardening	\$800.00	\$418.00	\$800.00
Maintenance Allowance	\$300.00	\$0.00	\$500.00
Utility – Water & Sewerage	\$500.00	\$478.87	\$500.00
Total	\$4,711.60	\$4,154.72	\$5,311.60

Motion: That the Owners Corporation approve the budget as adjusted by the Manager. Further, 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.

For: all, **Against:** None

10. Lot Owner Fees – 2020 Financial Year

The proposed contributions per lot are calculated by multiplying each owners' lot liability by the total to be Raised as per below.

Lots (Unit No)	Lot Liability	Annual fee 2020
Lots 1 – 4	25	\$1,327.90
Total to be Raised	100	\$5,311.60

Motion: That the Owners Corporation approve the lot owner fees as adjusted by the Manager and that the fees be payable in quarterly instalments as follows: March 2020, June 2020, September 2020 and December 2020.

For: all, **Against:** None

11. General Business

a. Election of Chairperson for the Owners Corporation

Motion: That the Owners Corporation elect the following Chairperson (lot owner or person who holds proxy for a lot owner): George Isihos (Lot 4).

For: all, **Against:** None

b. Election of Secretary for the Owners Corporation

Motion: That the Owners Corporation appoint Ace Body Corporate Management (Mildura) as Secretary of the Owners Corporation, but with no voting rights.

For: all, **Against:** None

c. Overdue contributions (arrears)

- Present arrears report
- Discussed approval for manager to recover debts

Motion: That the Owners Corporation allow the Manager, at its discretion and when required, to 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.

For: all, **Against:** None

- d. **Penalty interest** – discussed whether owners want penalty interest levied for late payment of fees

Motion: That the Owners Corporation apply penalty interest in accordance with the Owners Corporation Act 2006 Part 3, Section 29 (1&2). The rate of interest charged will be equal to the maximum rate of interest payable under the Penalty Interests Rates Act 1983. Further that the Owners Corporation refer all requests for the removal of Penalty Interest to the Committee and/or the Chairperson. No Penalty Interest will be removed without a reasonable explanation by the lot owner making the request. The Committee and/or the Chairperson undertake to act in good faith at all times.

For: all, Against: None

- e. **Report Disputes to Meeting – (Part 10, Owners Corporation Act 2006)**

There are no complaints, disputes or breaches of rules reported to the Manager.

- f. **Special & unanimous resolutions – none proposed**

- g. **Delegations**

Resolution: That the Owners Corporation 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 delegation will remain in force until the next Annual General Meeting when the Committee and/or Chairperson are elected.

For: all, Against: None

- h. **Other business – Nil**

- i. **Close of meeting** – as there was no further business to discuss, the meeting was closed at 5:10 PM

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / ALLSTATE CONVEYANCING SERVICES (MILDURA)

Your Reference: 21032 MAYES
Certificate No: 41059028
Issue Date: 15 JAN 2021
Enquiries: ESYSPROD

Land Address: 879 FOURTEENTH STREET MILDURA VIC 3500

Land Id	Lot	Plan	Volume	Folio	Tax Payable
19737585	3	23409	9681	939	\$0.00

Vendor: JAYDEN DALLAS MAYES
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR JAYDEN DALLAS MAYES	2021	\$66,000	\$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

CAPITAL IMP VALUE:	\$162,000
--------------------	-----------

SITE VALUE:	\$66,000
-------------	----------

AMOUNT PAYABLE:	\$0.00
-----------------	--------

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

Certificate No: 41059028

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 = \$66,000

Calculated as \$0 plus (\$66,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 41059028

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

CARD



Ref: 41059028

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Report from www.land.vic.gov.au on 14 January 2021 11:18 AM

Address: 879 FOURTEENTH STREET MILDURA 3500

Lot and Plan Number: Lot 3 SP23409

Standard Parcel Identifier (SPI): 3\SP23409

Local Government (Council): MILDURA **Council Property Number:** 3071

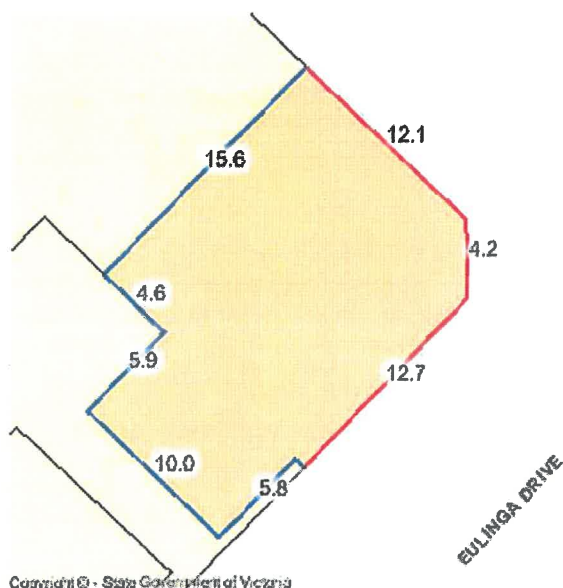
Directory Reference: VicRoads 535 M7

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

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

Site Dimensions

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



Area: 291 sq. m

Perimeter: 72 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.

1 dimension shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

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

Copyright © - State Government of Victoria

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 www.land.vic.gov.au/home/copyright-and-disclaimer

Planning Zone Summary

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

Planning Overlay: 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](#)

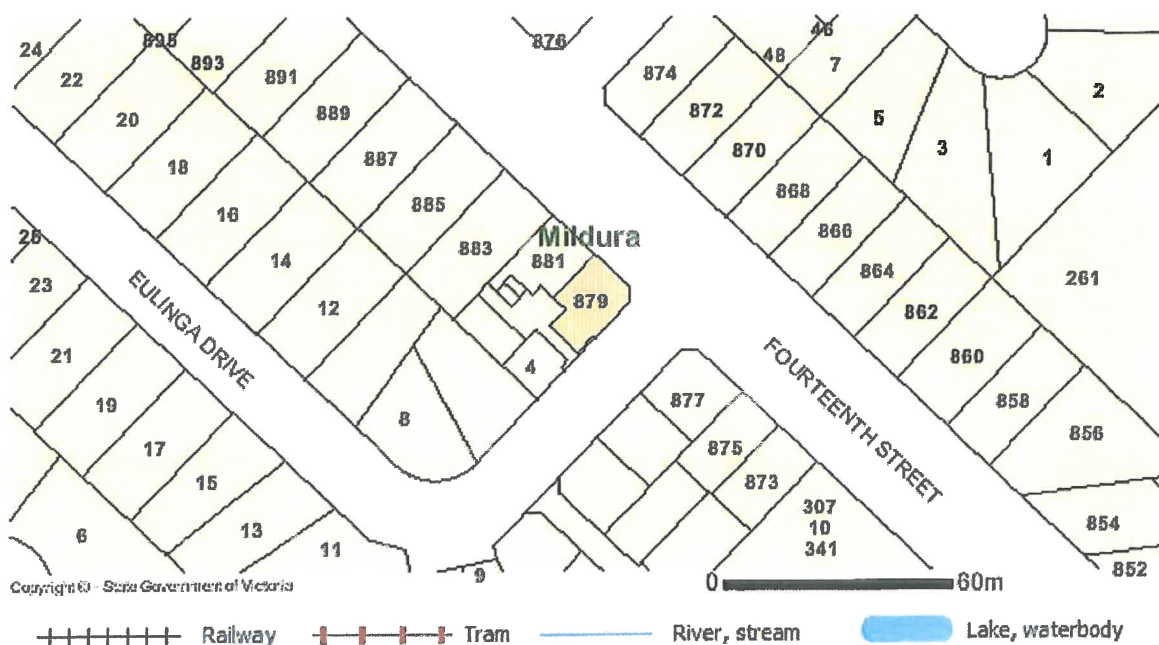
The Planning Property Report includes separate maps of zones and overlays

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

Area Map



Copyright © - State Government of Victoria

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 www.land.vic.gov.au/home/copyright-and-disclaimer

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 14 January 2021 11:22 AM

PROPERTY DETAILS

Address: **879 FOURTEENTH STREET MILDURA 3500**
Lot and Plan Number: **Lot 3 SP23409**
Standard Parcel Identifier (SPI): **3\SP23409**
Local Government Area (Council): **MILDURA**
Council Property Number: **3071**
Planning Scheme: **Mildura**
Directory Reference: **Vicroads 535 M7**

www.mildura.vic.gov.au

[Planning Scheme - Mildura](#)

UTILITIES

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

[View location in VicPlan](#)

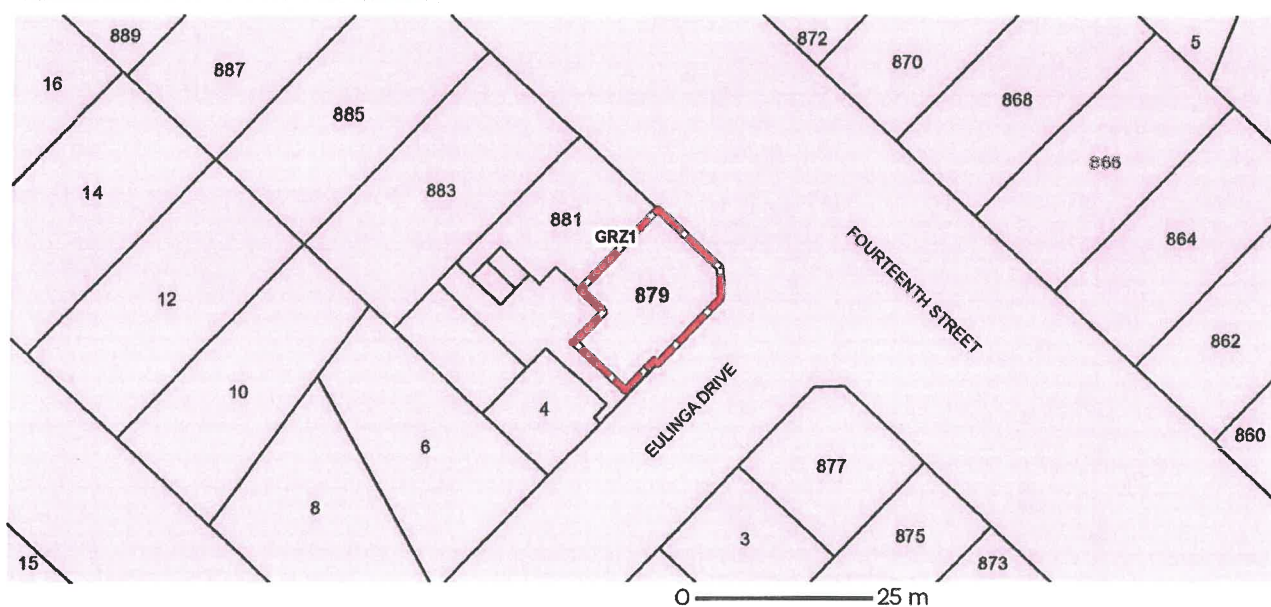
STATE ELECTORATES

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

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



 GRZ - General Residential

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

Copyright © - State Government of Victoria

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.dclwp.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 PROPERTY REPORT: 879 FOURTEENTH STREET MILDURA 3500

Page 1 of 4

PLANNING PROPERTY REPORT

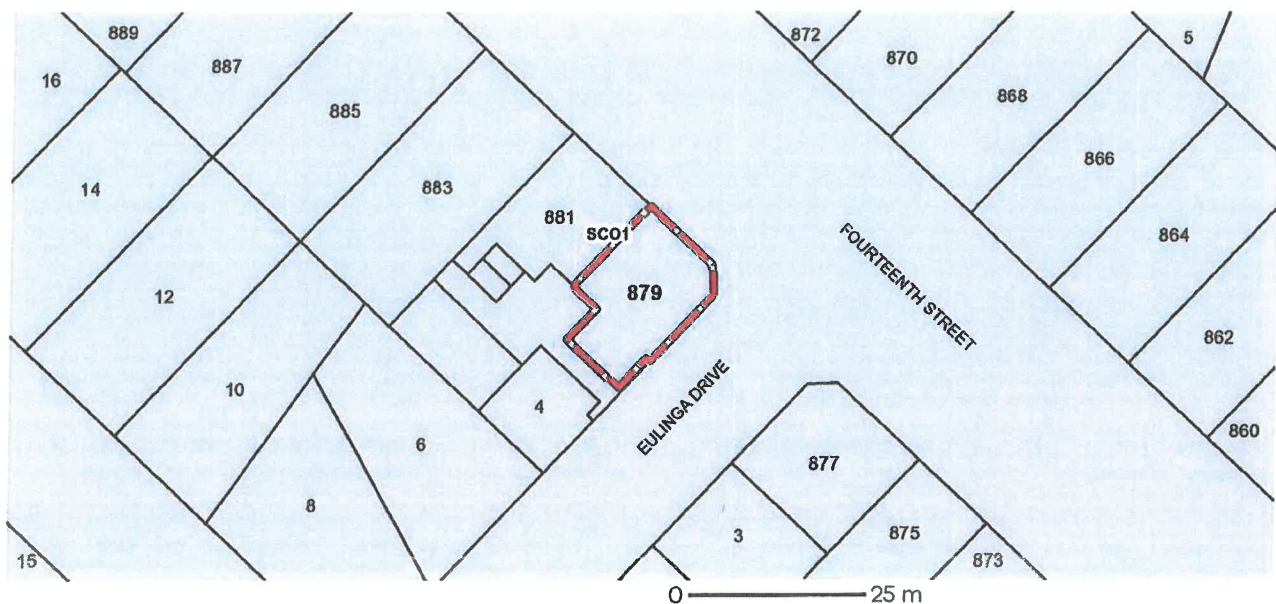


Environment,
Land, Water
and Planning

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)



DDO - Design and Development

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

Copyright © - State Government of Victoria

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 PROPERTY REPORT



Environment,
Land, Water
and Planning

Further Planning Information

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 <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>

PLANNING PROPERTY REPORT

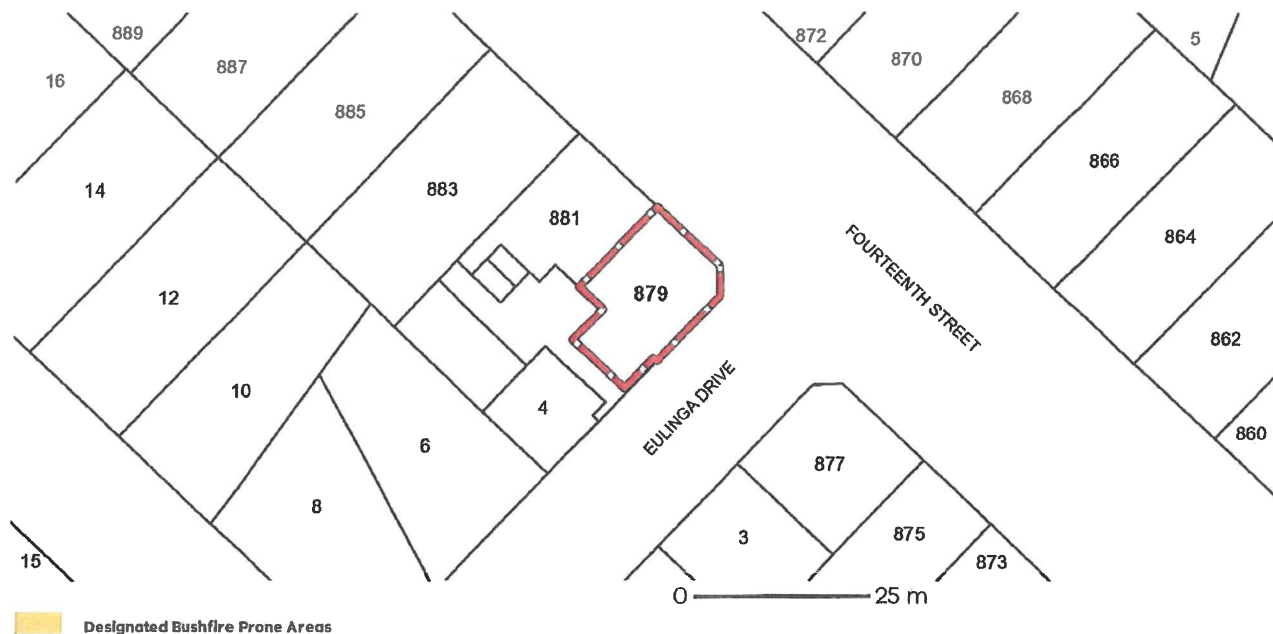


Environment,
Land, Water
and Planning

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

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



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

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

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 6.04 12.1

Meters

1: 317

Printed: 20/01/2021

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.



FOURTEENTH

450 AC

AC/D

EULINGA

3 PS527153

100 AC

881

3 SP23409 379

881

4 SP23409

5 SP23409

6 SP23409

CM SP23409

1 SP23409 4

883

883

3 LP82638

4 LP82638

W43a/2 SMH 74240

W43a/3 EOL 74239

2 SP23409 4

49.06

46.928 47.020
W43a/1 150mm EW
4.57m at 2%

28 LP119349

at 2%
46.940
25 LP119349

150 EW

150 EW

49.04

**ATTACHMENT TO REQUEST FOR INFORMATION
BUILDING REGULATION 51
SALINITY AFFECTING THE MUNICIPALITY**

Some land within the municipality of the Mildura Rural City Council contains high levels of salt resulting in a condition commonly referred to as 'salinity'. Salinity can result in 'salt damp' or 'rising damp and salt attack' which can cause damage to certain building materials such as concrete and masonry.

Council recommends that you make your own inquiries regarding the presence of high salinity on land which you own or are considering to purchase.

If you are proposing to construct buildings on land in the municipality, you should ascertain whether or not special measures should be taken during the construction of these buildings to minimise any effects that salinity may have.

Council provides this information to assist you to make informed decisions about existing buildings or the construction of new buildings in high salinity areas.

Yours sincerely



Mark Yantzes

MUNICIPAL BUILDING SURVEYOR

MY/jb

Due diligence checklist for home buyers

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. This page contains links to organisations and web pages that can help you learn more.

From 1 October 2014, all sellers or estate agents must make this checklist available to potential buyers.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage ([consumer.vic.gov.au/due diligence checklist](http://consumer.vic.gov.au/due-diligence-checklist)) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 140KB\)](#).

Urban living

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.

For more information, visit the [Commercial and industrial noise page on the Environment Protection Authority website](#) and the [Odour page on the Environment Protection Authority website](#).

Buying into 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.

For more information, view our [Owners Corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page on the Department of Planning, Transport and Local Infrastructure website](#).

Flood and fire risk

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.

More information:

- [Australian Flood Risk Information Portal - Geoscience Australia website](#)
- [Melbourne Water website](#)
- [Mallee Catchment Management Authority website](#)
- » [North Central Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- » Bushfire Management Overlay in planning schemes - Department of Transport, Planning and Local infrastructure website
- [Building in bushfire prone areas - Department of Transport, Planning and Local Infrastructure website.](#)

Rural properties

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. For information about what impacts you should expect and how to manage them, visit the [new landholders section on the Department of Environment and Primary Industries website.](#)
- » Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native Vegetation page on the Department of Environment and Primary industries website.](#)
- » Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Department of Environment and Primary Industries website.](#)
- Can you build new dwellings? Contact the local council for more information.
- » 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? For more information, visit the [Department of Environment and Primary Industries website.](#)

Earth resource activity, such as mining

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.

For more information, visit the [CeoVic page on the Department of State Development Business and Innovation website](#) and the [Information for community and landholders page on the Department of State Development Business and Innovation website.](#)

Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the [contaminated site management page on the Environment Protection Authority website](#).

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Miscellaneous practice and advisory notes page on the Department of Planning and Community Development website](#).

Land boundaries

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.

For more information, visit the [Property and land titles page on the Department of Transport, Planning and Local Infrastructure website](#).

Planning controls affecting 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.

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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online on the Department of Planning and Community Development website](#).

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. [The Aboriginal Heritage Planning Tool on the Department of Premier and Cabinet website](#) can help determine whether a cultural heritage management plan is required for a proposed activity

Safety

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.

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website](#).

Building permits

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.

For more information about building regulation, visit our Building and renovating section.

Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Aboriginal Cultural Heritage Planning Tool section on the Department of Premier and Cabinet website](#).

Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website](#).

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.

For more information, visit the [Choosing a retailer page on the Your Choice website](#).

For information on possible impacts of easements, visit the [Caveats, covenants and easements page of the Department of Transport, Planning and Local Infrastructure website](#).

For information on the National Broadband Network (NBN) visit the [NBN Co website](#).

Buyers' rights

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.

For more information, view our [Buying property section](#).

Professional associations and bodies that may be helpful:

* Archicentre website

[Association of Consulting Surveyors Victoria website](#)

[Australian Institute of Conveyancers \(Victorian Division\) website](#)

[Institute of Surveyors Victoria website](#)

[Law institute of Victoria website](#)

[Real Estate Institute of Victoria website](#)

[Strata Community Australia \(Victoria\) website](#).

Government of Victoria (Consumer Affairs Victoria) 2014

<http://www.consumer.vic.gov.au/duediligencechecklist> 5/5

Vendor: Jayden Dallas Mayes

-

Vendor's Section 32 Statement

-

Property: 3/879 Fourteenth Street, Mildura

Vendor's Conveyancer:
ALLSTATE CONVEYANCING SERVICES PTY. LTD.
Of 170 Eighth Street, Mildura, Vic, 3500.

Phone: 03 50 235355
Facsimile: 03 50 235653
Ref: 21032 Mayes (Sally)