



MALONEY ANDERSON LEGAL

VENDOR'S STATEMENT

**MARTIN JOHN HOGAN
AND
THOMAS ROBERT HOGAN**

2 / 17 STEVEN STREET, MILDURA

**Maloney Anderson Legal
Solicitors**

**70 Deakin Avenue
MILDURA VIC 3500**

**DX: 50021 Mildura
Tel: 03 5021 6200
Fax: 03 5021 6299**

Ref: JR:KL 21-0319

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

LAND

Unit 2 / 17 Steven Street, Mildura VIC 3500 being Lot 2 on Plan of Subdivision 311445B and being all of the land contained in Certificate of Title Volume 10073 Folio 064

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

The vendor must sign this statement and give it to the purchaser prior to the purchaser signing the contract. The vendor may sign this statement to be given to the purchaser by electronic signature.

VENDOR

Martin John Hogan and Thomas Robert Hogan

Signature of the Vendor

DATE OF THIS STATEMENT / /20

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

PURCHASER

Signature of the Purchaser

DATE OF ACKNOWLEDGEMENT / /20

1. FINANCIAL MATTERS

1.1 Land subject to a mortgage

The land is subject to a mortgage (registered or unregistered), which is not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits.

1.2 Any Charge

Particulars of any charge (whether registered or not) over the land 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 Rates, taxes, charges or other similar outgoings

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

(a) Their total does not exceed \$3,000.00.

(b) Their amounts are as follows:

	Authority	Amount	Interest (if any)
(1)	Mildura Rural City Council	\$ see attached	\$
(2)	Lower Murray Water	\$ see attached	\$
(3)	Owners Corporation Fees	\$ see attached	\$

TOTAL

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

(i) If the rates taxes and charges are also in respect of other land any additional amount resulting from the assessment of a separate rate tax or charge for the property after the sale.

(i) Water Consumption.

2. INSURANCE DETAILS

Not Applicable.

3. LAND USE

3.1 Easement, covenant or other similar restriction affecting the land

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

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

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

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

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

3.2 Designated bushfire prone area

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

3.3 Road access

There is access to the property by road.

3.4 Planning scheme

(a) The required specified information is as follows:

Name of planning scheme	Mildura Planning Scheme
Name of responsible authority	Mildura Rural City Council
Zoning of the land	General Residential Zone (GRZ) General Residential Zone – Schedule 1 (GRZ1)
Name of planning overlay	Specific Controls Overlay (SCO) Specific Controls Overlay – Schedule 1 (SCO1)

4. NOTICES

4.1 Notice, order, declaration, report or recommendation

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

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

5. BUILDING PERMITS

Not Applicable.

6. OWNERS CORPORATION

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

6.1 A copy of the documents specified in section 151(4)(b)(i) and (iii) of the *Owners Corporation Act 2006* that are required to accompany an owners corporation certificate under that Act are attached.

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

Not Applicable.

8. SERVICES

The following services are not connected to the land:

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

9. TITLE

Copies of the following documents are attached:

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

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

10. SUBDIVISION

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

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

VOLUME 10073 FOLIO 064

Security no : 124088154514E
Produced 16/02/2021 03:41 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 311445B.
PARENT TITLE Volume 09611 Folio 713
Created by instrument PS311445B 25/06/1992

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
MARTIN JOHN HOGAN of 165 NINTH STREET MILDURA VIC 3500
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
THOMAS ROBERT HOGAN of 14 BUSHLAND RISE KOORLONG VIC 3501
AS713543G 15/11/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS713544E 15/11/2019
NATIONAL AUSTRALIA BANK 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 PS311445B 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 2 17 STEVEN STREET MILDURA VIC 3500

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS311445B

DOCUMENT END

The information supplied by Lexis Nexis has been obtained from GlobalX Pty Ltd by agreement between them. The information supplied has been obtained by GlobalX Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

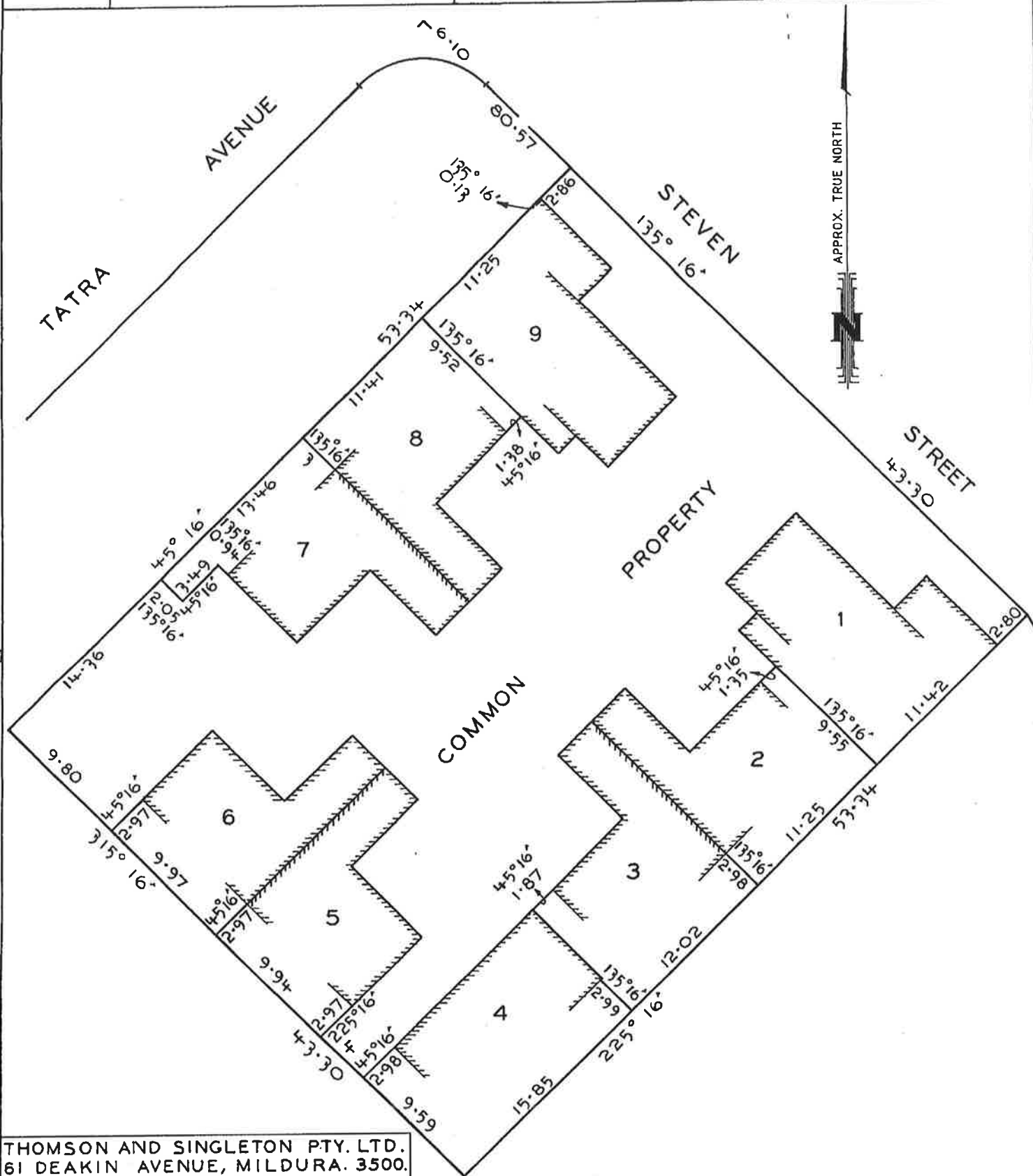
PLAN OF SUBDIVISION				STAGE NO. /	LTO use only EDITION 2	Plan Number PS 311445 B
Location of Land Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: ONE (PART) LTO Base Record: COMPILED SHEET ONE (3102) Title Reference: VOL 9611 FOL 713 Last Plan Reference: LP 149109 L Postal Address: 17 STEVEN STREET, (at time of subdivision) MILDURA . 3500. AMG Co-ordinates E 606030 Zone: 54 (of approx. centre of land in plan) N 6217640				Council Certificate and Endorsement Council Name: CITY OF MILDURA Ref: L12/1176/17 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council delegate Council seal Date 8 / Jan / 1992 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads and/or Reserves				Notations		
Identifier	Council/Body/Person			Staging This is/is not a staged subdivision Planning Permit No. P 27 / 91 Depth Limitation DOES NOT APPLY THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER 299370 AFFECT THE LOTS IN THIS PLAN. Survey This plan is/ is not based on survey This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.		
NIL	NIL					
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: MEDIAN: BOUNDARIES BETWEEN LOTS 2 & 3, LOTS 5&6, LOTS 7&8 EXTERIOR FACE: ALL OTHER BOUNDARIES						
Easement Information				LTO use only		
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				Statement of Compliance/Exemption Statement Received <input checked="" type="checkbox"/> Date 25 / 5 / 92		
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THE PLAN						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	LTO use only PLAN REGISTERED TIME DATE 25 / 6 / 92 _____ Assistant Registrar of Titles Sheet 1 of 3 Sheets	
THOMSON AND SINGLETON PTY.LTD. 61 DEAKIN AVENUE, MILDURA . 3500. PHONE (050) 231835 FAX " 213957 ACN 006 143 317				ANDREW CLIFFORD CRAIG LICENSED SURVEYOR (PRINT)..... SIGNATURE..... DATE 25 / 9 /1991 REF 4372 VERSION 1		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

PLAN OF SUBDIVISION

Stage No. _____

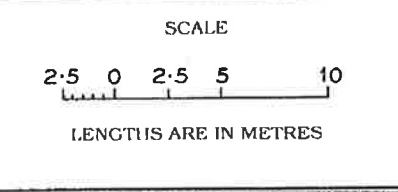
Plan Number

PS 311445 B



THOMSON AND SINGLETON PTY. LTD.
 61 DEAKIN AVENUE, MILDURA. 3500.
 PHONE (050) 231835
 FAX " 213957
 ACN 006 143 317

ORIGINAL
 SCALE SHEET SIZE
 1:250 A3



ANDREW CLIFFORD CRAIG
 LICENSED SURVEYOR (PRINT).....
 SIGNATURE..... DATE 25 / 9 /1991
 REF 4372 VERSION 1

Sheet 2 of 3 sheets
 DATE / /
 COUNCIL DELEGATE SIGNATURE
 Original sheet size A3

PS311445B

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. PS311445B**

The land in PS311445B is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 9.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

BODY CORPORATE STRATA GROUP 123 CHURCH STREET HAWTHORN VIC 3122

AL366596B 17/09/2014

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	50	50
Lot 2	50	50
Lot 3	50	50
Lot 4	50	50
Lot 5	50	50
Lot 6	50	50



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/02/2021 03:42:41 PM

**OWNERS CORPORATION
PLAN NO. PS311445B**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	50	50
Lot 8	50	50
Lot 9	50	50
Total	450.00	450.00

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.



Mildura Rural City Council

Internal Use Only



TAX INVOICE

ABN 42 498 937 037

Messers M J & T R Hogan
PO Box 10274
MILDURA VIC 3502

033

OVERDUE - PAYABLE IMMEDIATELY

\$2,867.78 as at 03/09/2020

Overdue rates must be paid immediately unless an agreed arrangement is already in place. Penalty interest accrues daily. Please contact Council for an updated amount when making payment. You cannot pay your current rates until you have paid all arrears in full, including penalty interest.

Total Rates & Charges For this Year

\$1,330.30

Refer below for payment options

Rate and Valuation Notice

1 July 2020 to 30 June 2021

Property Location & Description

Unit 2 17 Steven Street MILDURA VIC 3500
Lot 2 PS 311445B Sec 32 Blk D

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

RATING DETAILS

Balance B/Fwd as at 01/07/2020			\$2,821.92
Interest/Costs Less Payments as at 03/09/2020			\$45.86
Residential Rate	0.00620605		\$775.76
Waste Management	434.79	1	\$434.79

VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Residential Fire Levy (Fixed)	113.00	1	\$113.00
Residential Fire Levy (Variable)	0.000054		\$6.75

PAYMENT DEADLINES EXTENDED

First instalment due by 14 October 2020.
Second instalment due by 14 December 2020.

COVID-19 SUPPORT

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

TOTAL AMOUNT

\$4,198.08

Payment In full Due 15 Feb 2021 \$1,330.30	Or	1st Instalment Due 14 Oct 2020 \$332.56	2nd Instalment Due 14 Dec 2020 \$332.58	3rd Instalment Due 28 Feb 2021 \$332.58	4th Instalment Due 31 May 2021 \$332.58
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Note: If full payment of the 1st Instalment isn't received by the due date, this account will automatically default to the Payment in Full option and you will not receive reminder instalment notices.
Please refer to the reverse side of this notice for information relating to penalties for late payment.

Payment Slip

Messers M J & T R Hogan
Unit 2 17 Steven Street MILDURA VIC 3500
Assessment No: 6386

Payment In Full: \$1,330.30
Or 1st Instalment: \$332.56



Biller code: 93922
Ref: 63867

POST billpay



Full Payment *41 63867



Post Billpay Ref: 63867
Biller code: 0041

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

Centrepay Ref:
555 054 730B

Internal Use Only



BPAY this payment via internet or phone banking.
BPAY View® View and pay this bill using internet banking.
BPAY View Registration No.: 63867



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

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

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

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

ARREARS

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

PAYING YOUR RATES

There are two ways you can pay.

1. One full payment

Pay the full amount of current rates and charges in one annual payment by 15 February 2021, or

2. Four quarterly instalments

Pay your rates in four separate instalments. The full amount of the first instalment must be paid by 30 September 2020. Any arrears must also be paid by this date. Any payments received after this date will be treated as part payment of the 'one full payment' option.

INTEREST AND PENALTIES

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

FINANCIAL DIFFICULTY

Anyone experiencing financial difficulties or having trouble making rates payments should contact Council as soon as possible to discuss their circumstances and make alternative arrangements.

ALLOCATION OF PAYMENTS

Payments received will be allocated as follows:

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

AVPCC

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

NOTICE OF VALUATION

The property described in this notice has been valued as at 1 January 2020, having regard to its present condition. Where a notice of valuation has been given by Council for the first time, a person may lodge an objection to the valuation and/or AVPCC with Council within two months of the date of issue. Any such objection must be lodged in accordance with Sec 16 of the Valuation of Land Act 1960.

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

RATE NOTICE APPEAL

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

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

Under Section 185 of the Local Government Act 1989, if you are a person aggrieved by a decision to impose a special rate or special charge imposed by Council, you may apply to the Victorian Civil and Administrative Tribunal within 30 days of the date of issue for a review of the decision. There are limited grounds of appeal.

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

CHANGE OF ADDRESS

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

RATE CAPPING

Council has complied with the Victorian Government's rates cap of 2.0 per cent. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons- (i) the valuation of your property relative to the valuation of other properties in the municipal district; (ii) the application of any differential rate by Council; (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

FIRE SERVICES PROPERTY LEVY ACT 2012

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

PENSIONER CONCESSION

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

PRIVACY INFORMATION

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

How to pay

IN PERSON

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

Office Hours
8am - 5pm
Monday to Friday

MAIL

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

DIRECT DEBIT

Contact Council to arrange direct debit payments.

BPAY®



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

eNOTICES



For emailed notices:
mildura.enotices.com.au
Reference No:
39468E043Y

AUSTRALIA POST

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

CENTREPAY

Call Centrelink to arrange regular deductions from your Centrelink payments. Quote Centrepay Reference No: 555 054 730B and your Assessment Number.

MILDURA
741 - 759 Fourteenth Street Mildura 3500
PO Box 1498 Mildura 3502
AUSDOC DX 50023
Tel: (03) 5051 3400 Fax: (03) 5051 3480

SWAN HILL
73 Beveridge Street Swan Hill 3585
PO Box 1447 Swan Hill 3585
AUSDOC DX 30164
Tel: (03) 5036 2150 Fax: (03) 5036 2160

 **24 Hour Supply Emergency**
1800 808 830



KERANG
56 Wellington Street Kerang 3579
PO Box 547 Kerang 3579
AUSDOC DX 57908
Tel: (03) 5450 3960 Fax: (03) 5450 3967

Reference No. 007308

Amount Due \$175.05
URBAN ACCOUNT

Due Date 24-FEB-2021



368051-001 016983(38127) 0033
MR MJ HOGAN & MR TR HOGAN
C/- COLLIE & TIERNEY
PO BOX 378
MILDURA VIC 3502

Date Of Issue 8/01/2021

Tariffs and Charges Notice
3rd Quarter 2020/21
01/01/2021 - 31/03/2021

POST *850 700073083

Property Address : U 2/17 STEVEN STREET MILDURA VIC 3500 (Prop:7308) - Urban Account
Lot 2 PS 311445B Par Mildura Vol 10073 Fol 064

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

TOTAL OWING \$175.05




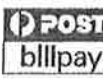
Payments/Credits since last Notice \$175.05

Payment Slip - Methods of Payment


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

 **Direct Debit**
Please contact your local office.

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

 **POST billpay** **Billpay Code: 0850**
Ref: 7000 7308 3


Pay in person at any Post Office.

 **B PAY** **Biller Code: 78477**
Ref: 7000 7308 3

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

007308
U 2/17 STEVEN STREET MILDURA VIC 3500 (Prop:7308) - Urban Account



 **Bill Code: 78477**
Ref: 7000 7308 3
BPAY* - Make this payment via internet or phone banking.
BPAY View* - Receive, view and pay this bill using internet banking.
BPAY View Registration No: 7000 7308 3

Amount Due \$175.05

 **By Phone**
Payment Ref: 7000 7308 3
Pay by phone (03) 8672 0582.
Standard call charges apply.

See reverse for In Person and By Mail options

OC No 311445B

**17-19 Steven Street MILDURA VIC 3500
Lot 2 (Unit 2)**

OWNERS CORPORATION CERTIFICATE

03 5022 0959

ISSUED: 16 February 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. 311445B
Registered Address: 17-19 Steven Street MILDURA VIC 3500
Lot Address: As above

Vendor Name: Martin Hogan & Thomas Hogan
Reference: 45531736-012-3

Purchaser Name:
Contact Details:

This certificate is issued for Lot 2 / Unit 2 on Plan No. 311445B

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 16 February 2021. You should obtain a new certificate for current information prior to settlement.

1. The present fees for the above Lot are \$1145.00 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	\$286.25
01 October 2020	\$286.25
01 January 2021	\$286.25
01 April 2021	\$286.25

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

2. The fees are paid up until 30 June 2020. If settlement should occur on or after any due date a further contribution fee will be due and payable plus the top up fee if the budget increases at the AGM.

3. The total of any Unpaid fees is now \$887.62. The total of any Unpaid Special Levy fees is \$305.00.

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:

Levy Date	Levy Amount	Levy Details	Due Amount
19 October 2020	\$21.00	Overdue Notice Fee October 2020	\$21.00
18 November 2020	\$71.00	Overdue Notice Fee November 2020	\$71.00
17 December 2020	\$71.00	Overdue Notice Fee December 2020	\$71.00
18 January 2021	\$142.00	Overdue Notice Fee January 2021	\$142.00

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:	15 October 2013
Amount At Last Valuation Date:	\$1,650,000.00
Next Insurance Valuation Due Date:	15 October 2016
Insurance Underwriter:	Strata Insurance - CHU
Policy Number:	HU0006044465
Sum Insured:	\$1,432,387.00
Premium:	\$2,538.64
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. 311445B
Situation: 17-19 Steven Street Mildura VIC 3500
Covering:

Cover Selected	Sum Insured
POLICY 1	
INSURED PROPERTY (Building)	1,432,387
Loss of Rent & Temporary Accommodation (15%)	214,858
INSURED PROPERTY (Common Area Contents)	14,324
FLOOD	Selected
Excess 5 Any event of any kind. \$500	
POLICY 2	
LIABILITY TO OTHERS	30,000,000
POLICY 3	
VOLUNTARY WORKERS - Refer to Table of Benefits	200,000/2,000
POLICY 4	
WORKERS COMPENSATION (ACT, TAS & WA ONLY)	Not selected
POLICY 5	
FIDELITY GUARANTEE	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 – Loss of Rent & Temp Accommodation	Not selected
Escalation in Cost of Temporary Accommodation	Not selected
Cost of Removal, Storage and Evacuation	Not selected
POLICY 9	
PART A - Government Audit Costs	25,000
PART B - Appeal expenses - common property health & safety breaches	100,000
PART C - Legal Defence Expenses	50,000
Excess Legal Defence Expenses \$1,000	
POLICY 10	
LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)	250,000

EXCESSES As per policy wording

**Special Conditions/
Endorsements**

Nil

Insurer: Strata Insurance - CHU
Level 21/150 Lonsdale Street
MELBOURNE VIC 3000

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 or contact our office for further details.

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 Web: 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 16 February 2021 are:

Admin Fund: \$4,355.86

Maintenance Fund: \$0.00

Total Fund Held: \$4355.86

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 311445B 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

Owners Corporation	311445B
Property Address	17-19 Steven Street MILDURA VIC 3500
Meeting Date	Tuesday, 18 August 2020
Meeting Location	Teleconference Number (03) 7020 6310 John Burgess [Pin 27315]
Meeting Commenced	9:30 AM
Rep by	John Burgess
Members Present	Mr B A Driscoll (3)
Proxies	Nil
Apologies	Nil
Non Attendance	Mr M T Chong (1), Martin Hogan & Thomas Hogan (2), Terrance Leith Carter & Daniell Jacqueline Carter (4), Mr N P Dean (5), Mr J S and Mrs K L Stevens (6), Robert Norman Dean & Toni Dean (7), Tyler James McPhee & Olivia Focsa (8), Kris Anthony Collins (9)
Non Financial Attendee	Nil

1. Election Of A Chairperson For The Meeting

John Burgess is elected Chairperson for the Annual General Meeting.

Moved: Lot 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

2. Declaration Of A Quorum

Attendance by Lot

Total Eligible Attendees: 1

Total Units: 9

Attendance Percentage: 11.11 %

Attendance by UOL

Total Eligible Attendee UOL: 50

Total UOL: 450

Attendance Percentage: 11.11%

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

Moved: Lot 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

3. Minutes Of Previous Meeting

Previous AGM date: 06-Aug-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 3, Seconded: Lot , Votes For: 1, 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.

P:2 Moved: Lot 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

5. Committee Report

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

Moved: Lot 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

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

6. Financial Reports

Year ending: 30-Jun-2020

Bank balance (Administration): \$1,038.85

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 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

7. Building Insurance

General Advice Warning

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

Insurance Broker Name:	Strata Insurance
Insurance Valuation Supplier Name:	WBP
Last Valuation Date:	15-Oct-2013
Last Valuation Amount:	\$1,650,000.00
Next Insurance Valuation Due Date:	15-Oct-2016
Insurer:	Strata Insurance - CHU
Policy Number:	HU0006044465
Sum Insured:	\$1,432,387.00
Premium:	\$2,538.64
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 current 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 3, Seconded: Lot , Votes For: 1, 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 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

10. Caretaking

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

Moved: Lot 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

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 3, Seconded: Lot , Votes For: 1, 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 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

13. Standing Minutes

No resolution required for this agenda item.

P:4

14. Annual Budget

Admin Fund

GL Code	Description	Proposed Amount
5	Caretaking	\$1,700.00
13	Common water	\$1,800.00
15	Disbursement charge	\$459.00
22	Insurance	\$3,226.20
24	Insurance - valuation	\$395.00
26	Legislative & Compliance fee	\$420.00
27	Maintenance	\$108.90
43	Management fees	\$1,700.00
49	Professional Services - accounting legal other	\$55.00
51	Schedule 2.2 charges	\$440.00
Sub Total		\$10,304.10

Maintenance Fund

GL Code	Description	Proposed Amount
Nil Maintenance Fund items		
Sub Total		\$0.00
Grand Total		\$10,304.10

The Members of the Owners Corporation resolved by ordinary resolution to approve 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 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

15. Owners Corporation Contributions

Total UOL: 450

Fee Frequency: Quarterly

Fee Year Start Date: 01-Jul-2020

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

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
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Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
1	Mr M T Chong (UOL: 50)	\$1,144.90	\$1,144.90	\$286.22	\$286.22
2	Martin Hogan & Thomas Hogan (UOL: 50)	\$1,144.90	\$1,144.90	\$286.22	\$286.22
3	Mr B A Driscoll (UOL: 50)	\$1,144.90	\$1,144.90	\$286.22	\$286.22
4	Terrance Leith Carter & Daniell Jacqueline Carter (UOL: 50)	\$1,144.90	\$1,144.90	\$286.22	\$286.22
5	Mr N P Dean (UOL: 50)	\$1,144.90	\$1,144.90	\$286.22	\$286.22
6	Mr J S and Mrs K L Stevens (UOL: 50)	\$1,144.90	\$1,144.90	\$286.22	\$286.22
7	Robert Norman Dean & Toni Dean (UOL: 50)	\$1,144.90	\$1,144.90	\$286.22	\$286.22
8	Tyler James McPhee & Olivia Focsa (UOL: 50)	\$1,144.90	\$1,144.90	\$286.22	\$286.22
9	Kris Anthony Collins (UOL: 50)	\$1,144.90	\$1,144.90	\$286.22	\$286.22
Grand Total:		\$10,304.10	\$10,304.10		

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 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

16. Election Of The Committee

Lot	Owner Name	Committee
1	Mr M T Chong	--
2	Martin Hogan & Thomas Hogan	--
3	Mr B A Driscoll	Chairperson
4	Terrance Leith Carter & Daniell Jacqueline Carter	--
5	Mr N P Dean	--
6	Mr J S and Mrs K L Stevens	--
7	Robert Norman Dean & Toni Dean	--
8	Tyler James McPhee & Olivia Focsa	--
9	Kris Anthony Collins	--

The Members of the Owners Corporation resolved by ordinary resolution not to elect a Committee.

Moved: Lot 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

17. Election Of The Chairperson

Chairperson: Mr B A Driscoll

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 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

18. Election of the Secretary

Secretary:

The Members of the Owners Corporation resolved by ordinary resolution not to elect a Member of the Committee as Secretary and that the Manager assumes the role of Secretary in accordance with Section 107 of the Owners Corporation Act 2006.

Moved: Lot 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

P:6

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 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

20. Penalty Interest

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

Moved: Lot 3, Seconded: Lot , Votes For: 1, 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 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

22. Special Resolutions

No resolution required for this agenda item.

23. General Business

No resolution required for this agenda item.

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 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

25. Instrument Of Delegation

P:7

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

Moved: Lot 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

26. Details Of Next AGM

Next AGM date: 17-Aug-2021

Location: Teleconference

Address: Teleconference Number (03) 7020 6310

Room: John Burgess [Pin 27315]

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

Moved: Lot 3, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

Meeting Closed: 18-Aug-2020 10:35 AM

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.

Mulgrave 03 7020 6300
Keilor East 03 9331 5022
Glen Iris 03 9889 5681
Boronia 03 9762 9401
Hawthorn 03 9482 5055
Geelong 03 5221 3774
Mildura 0488 175 552

Tax Invoice

Owners Corporation 311445B
ABN 69 705 631 662

Martin Hogan & Thomas Hogan
PO Box 676 CP
MILDURA VIC 3501

Date of Notice 16/02/2021
Ref 13832

OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31 Owners Corporation Regulations 2018 and Owners Corporation Rules

RE: Owners Corporation Number 311445B
Lot 2, 17-19 Steven Street
MILDURA VIC 3500

Notice is hereby given by the Owners Corporation Plan of Subdivision 311445B pursuant to Section 31 of The Owners Corporations Act 2006, that the following fees, extraordinary fees, charges or other contributions are due and payable within 28 days of the date of this Notice.

Details	Admin	Sinking	Interest	Due Date	Total
Standard Fee Contribution Schedule (01/07/20 - 30/09/20)	\$286.25	\$0.00	\$18.04	01/07/2020	\$304.29
Overdue Notice Fee October 2020	\$21.00	\$0.00	\$0.00	19/10/2020	\$21.00
Standard Fee Contribution Schedule (01/10/20 - 31/12/20)	\$286.25	\$0.00	\$7.22	16/11/2020	\$293.47
Overdue Notice Fee November 2020	\$71.00	\$0.00	\$0.00	18/11/2020	\$71.00
Overdue Notice Fee December 2020	\$71.00	\$0.00	\$0.00	17/12/2020	\$71.00
Standard Fee Contribution Schedule (01/01/21 - 31/03/21)	\$286.25	\$0.00	\$3.61	01/01/2021	\$289.86
Amount Payable \$1,192.62					
Amount Payable if paid at Australia Post \$1,195.37					

No GST has been charged.

Payments made at Australia Post will incur a \$2.75 Processing Fee. This fee is in addition to the Amount Payable shown above. If you choose not to pay the Processing Fee it will result in a shortfall in the actual amount paid to your owners corporation. Please note the fee is applied by DEFT Payment Systems and not Body Corporate Strata Group.

Interest will accrue daily on overdue fees and charges by 10.00% until paid. The amount of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC). This rate is subject to change. Notices overdue by 30 days from the due date will be liable for a \$42 Overdue Administration Fee and Notices overdue by 60 days from the due date will be liable for a \$142 Overdue Administration Fee. Notices that are overdue may be subject to legal proceedings against the indebted lot owner. The costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the Owners Corporation Act 2006 will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the Manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.



our BPAY Reference below as it may have changed
*Payments by phone or Internet from your cheque or savings account require registration. Please complete a Customer Initiated Direct Debit registration form available at www.deft.com.au or call 18 00 672 162. Payments by Credit Card do not require registration and a surcharge may apply.

	Pay over the Internet from your Credit Card or pre-registered bank account at www.deft.com.au .		Billers Code: 96503 Ref: 281379586 138325	Account: 311445BÂ STEVEN Owner: Martin Hogan & Thomas Hogan OC: 311445B Lot No: 2
	Pay by phone from your Credit Card or pre-registered bank account, Call 1300 30 10 90 or Int ++612 8 232 7395	Contact your financial institution to make a BPAY payment from your cheque or savings account.		
	Pay by mailing this payment slip with your Cheque to: DEFT Payment Systems GPO Box 2174, Melbourne VIC 3001		Pay in person at any Australia Post Office, using Cash, Cheque or EFTPOS Payments made at Australia Post incur a \$2.75 DEFT processing fee. The amount payable if paid at Australia Post is \$1,195.37	All Cheques must be made payable to: Owners Corp: 311445BÂ STEVEN
 *442 281379586 138325				Total Due \$1,192.62 Amount Payable if paid at Australia Post \$1,195.37
DEFT Reference Number: 281379586 138325				

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Important information on fees and charges

BPAY Biller Code and Reference

Please check that you use the BPAY Biller Code and individual reference number shown on Page 1 of this Notice. It may have changed from previous Notices. If your payment references incorrect details your funds may be delayed in reaching your Owners Corporation bank account, or not received at all.

Payment Due Date

Your Owners Corporation must receive your payment by the due date. Payment is due within 28 days of the date of this Fee Notice.

Overdue Payments

If your payment is not received on or before the due date, overdue fees may be applied to your ledger and are required to be paid by you in addition to your Contribution Fees. Fees that are 30 days overdue incur a \$42.00 overdue charge and Fees more than 60 days overdue incur a \$142.00 overdue charge.

Enquiries

If you would like further information on how Fees are set by your Owners Corporation, refer to the Minutes of the most recent Annual General Meeting. You can access these minutes, and other important information relating to your Owners Corporation at our owners portal, StrataPort.

If you cannot locate your log-in details or do not know how to access StrataPort, go to <https://bcsg.strataport.com.au/Support/StrataPort.aspx>

Alternatively, contact your Owners Corporation Manager on the phone number listed at the top of Page 1.

Disputes

The Owners Corporation Act 2006 (the Act), Owners Corporation Regulations (the Regulations) and the Owners Corporation Rules (the Rules) provide a number of options in dealing with disputes regarding Owners Corporations, Managers, Lot Owners and Occupiers: These are:

- The Owners Corporation Internal Dispute Resolution Process
- Conciliation through Consumer Affairs Victoria
- Applications to the Victorian Civil and Administrative Tribunal (VCAT)

Internal Dispute Resolution process

If you believe the manager, a lot owner or occupier has breached their obligations under the Act, Regulations or Rules, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process. The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing a 'Complaint to Owners Corporation' form (available from the Owners Corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the Owners Corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the Owners Corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

Conciliation through Consumer Affairs Victoria

At any time you can lodge a complaint with Consumer Affairs Victoria. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or go to www.consumer.vic.gov.au

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the Owners Corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1800 133 055 or go to www.vcat.vic.gov.au



Myecho Investments Pty Ltd (trading as)
Body Corporate Strata Group
ABN 54 139 544 826

Mulgrave 03 7020 6300
Keilor East 03 9331 5022
Glen Iris 03 9889 5681
Boronia 03 9762 9401
Hawthorn 03 9482 5055
Geelong 03 5221 3774
Mildura 0488 175 552

Martin Hogan & Thomas Hogan
PO Box 676 CP
MILDURA VIC 3501

Tax Invoice
Owners Corporation 311445B
ABN 69 705 631 662

Date of Notice 16/02/2021
Ref 13832

OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31 Owners Corporation Regulations 2018 and Owners Corporation Rules

RE: Owners Corporation Number 311445B
Lot 2, 17-19 Steven Street
MILDURA VIC 3500

Notice is hereby given by the Owners Corporation Plan of Subdivision 311445B pursuant to Section 31 of The Owners Corporations Act 2006, that the following fees, extraordinary fees, charges or other contributions are due and payable within 28 days of the date of this Notice.

Details	Admin	Sinking	Interest	Due Date	Total
Overdue Notice Fee January 2021	\$142.00	\$0.00	\$0.00	18/01/2021	\$142.00
				Amount Payable \$1,192.62	
No GST has been charged.				Amount Payable if paid at Australia Post \$1,195.37	

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Check your BPAY Reference below as it may have changed



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	Pay over the Internet from your Credit Card or pre-registered bank account at www.deft.com.au .		Billers Code: 96503 Ref: 281379586 138325	Account: 311445BÂ STEVEN Owner: Martin Hogan & Thomas Hogan OC: 311445B Lot No: 2
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<p>*442 281379586 138325</p>				Total Due \$1,192.62 Amount Payable if paid at Australia Post \$1,195.37
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SM

This is a lease renewal of the premises with the new lease period agreement made on the 28th day of August 2019 At 67 Lime Avenue, Mildura Vic 3500

Collie & Tierney

LANDLORD: Name: MT Hogan Enterprises Pty Ltd
(A.B.N. if landlord is a company):
Address: C/- 67 Lime Avenue, Mildura Vic 3500

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

RECEIVED 16 JUN 2020

TENANT (1): Name: Donia Baby
(A.B.N. if tenant is a company):
Address: 2/17 Steven Street, Mildura VIC 3500

TENANT (2): Name: Fijo Joseph
Address: 2/17 Steven Street, Mildura VIC 3500

TENANT (3): Name:
Address:

TENANT (4): Name:
Address:

PREMISES: 2/17 Steven Street, Mildura VIC 3500
(*Together with those items indicated in the condition report)

RENT: The rental amount is \$240.00 Per week.
The date the first payment is due is Wednesday, 28 August 2019

BOND: A bond has been paid of \$1040.00 to the landlord/agent on 28 August 2019
In accordance with the Residential Tenancies Act 1997, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.
If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:
NAME: AMOUNT:
NAME: AMOUNT:
NAME: AMOUNT:

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

PERIOD: Renewal Term: 12 Months
Original Lease Start Date: Wednesday, 28 August 2019
Renewal Start Date: Friday, 28 August 2020
Termination Date: Friday, 27 August 2021

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

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

SIGNED: By the Landlord/Agent: [Signature]

In presence of [Signature] (Witness)

SIGNED: By the Tenant/s [Signature]

In the presence of [Signature] (Witness)

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

GUARANTEE: To the within names landlord
I/We
of

HERBY GUARANTEE the punctual performance by the within named tenant/s of all the terms, conditions and covenants contained in the above AGREEMENT. You may without affecting my/our liability under this AGREEMENT grant time or other concessions to or compromise with the TENANT/S and this Guarantee shall be a continuing Guarantee in all respects. SIGNED, SEALED AND DELIVERED

By the Guarantor in the presence of: (Witness)

Residential Tenancy Agreement

Residential Tenancies Act 1997 / Residential Tenancies Regulations 2003



Collie & Tierney

Conditions of Agreement

1. Condition of the premises

The Landlord must-

- a) Ensure that the premises are maintained in good repair; and
- b) If the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

Baby

2. Damage to the premises

- a) The TENANT must ensure that care is taken to avoid damaging the rented 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 practicable.

Baby

3. Cleanliness of the premises

- a) The LANDLORD must ensure that the premises are in a reasonable clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

Baby

4. Use of premises

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

Baby

5. Quiet enjoyment

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

Baby

6. Assignment or sub-letting

- a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, cost or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

Baby

7. Residential Tenancies Act 1997

Each party must comply with the **Residential Tenancies Act 1997**.

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

Baby

8. Ancillary use of the premises

The tenant must primarily use the premises as a residence. If the tenant wants to use the premises as a residence and for an ancillary purpose, the tenant must first obtain the landlord's written consent. The landlord will not unreasonably withhold consent and in giving consent may impose reasonable terms and conditions.

Baby

9. Utility Charges

9.1 The landlord is liable for the costs and charges set out in section 53(1) and (if applicable section 54 of the **Residential Tenancies Act 1997**). (Note: Details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

9.2 The tenant is liable for the costs and charges set out in section 52 of the **Residential Tenancies Act 1997**. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).

Baby

9.3 If a service is damaged or disconnected because of the fault of the landlord or the agent or the fault of their contractors the landlord must have the service repaired or reconnected and pay the expense of doing so.

9.4 If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, the tenant must have the service repaired or reconnected and pay the expense of doing so.

9.5 If the tenant disconnects or changes the supplier of a service, the tenant must pay any expense in connection with having the service disconnected and another service connected.

10. Landlord insurance

10.1 The tenant will not knowingly do or allow anything to be done on the premises that may invalidate the landlord's insurance policies or result in the premiums being increased above the normal rate.

10.2 The tenant agrees to pay to the landlord any excess incurred as a result of the accidental breakage of glass, toilet bowls, or wash basins in the premises if the damage has been caused by the tenant or by a person the tenant has allowed or permitted to be on the premises. The obligation does not apply if the accidental breakage is caused by the landlord, the agent or their contractors.

10.3 The tenant acknowledges that the landlord's insurance policies do not provide cover for the tenant's possessions. (Note: It is strongly recommended the tenant takes out contents insurance to adequately cover his/her possessions).

Baby

11. Light globes and fluorescent tubes

The TENANT must replace all damaged, defective, or broken light globes, spotlights and/or fluorescent tubes (including starters) during the term, at the tenant's expense. This obligation does not extend to replacing light globes, spotlights, and/or fluorescent tubes (including starter) damaged, broken or made defective by the landlord or the agent or their contractors.

Baby

12. Tenant to advise landlord or agent of defects

The tenant must notify the landlord or agent as soon as practicable upon becoming aware in the premises that might injure a person or cause damage to the premises.

Baby

13. Damage to the premises

13.1 The tenant must take reasonable measures to ensure that anyone the tenant has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the landlord, the agent or their contractors.

Baby

13.2 The tenant must as soon as practicable notify the landlord or the agent of any blockages or defects in drains, water services, or sanitary systems. No item that could cause blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water, or drainage systems. The tenant must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the tenant or a person the tenant has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the landlord, the agent or their contractors.

Baby

13.3 The tenant will indemnify the landlord for any loss or damage caused to the premises by the tenant or a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to loss or damage caused by the premises. The indemnity does not apply to loss or damage caused by the landlord, the agent or their contractors.

Baby

13.4 The tenant will indemnify the landlords against liability for injury or loss sustained by any person or a person's property because of the negligence of the tenant or the negligence of a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the landlord, the agent or their contractors.

Baby

14. Cleaning carpets on vacating the premises

If new carpet has been installed or the existing carpet has been professionally dry or steam cleaned at the commencement of the tenancy (and the landlord or agent has produced a copy receipt for payment, upon request), the tenant will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord or agent with a receipt for payment of the work.

Baby

15. Fasteners, antennas and signs

The tenant must obtain the landlord's or the agent's written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The landlord's or the agent's consent is also required before any nail, screw, or other fastener or adhesive is affixed to the inside or outside of the premises. The landlord's or the agent's consent will not be unreasonably withheld but may be given subject to reasonable conditions. Reasonable conditions include (but are not limited to) removal of the object affixed when the tenancy is terminated or comes to an end and the making good of any damage caused to the premises by the installation or removal of that object.

Baby

16. Smoke detectors

16.1 The tenant must conduct regular checks to ensure smoke detectors are in proper working order. (Note: regular checks are a requirement for the safety of occupants and security of the rented premises).

16.2 The tenant must as soon as practicable notify the landlord or the agent if a smoke detector is not in proper working order.

16.3 The tenant must replace expired or faulty smoke detector batteries and in any event replace smoke detector batteries on every day light saving change.

16.4 "Replacement batteries" must be new, of a reputable brand, and have suitable durability.

Baby

17. Flammable liquids, kerosene heaters and vehicle and boat repairs

17.1 The tenant must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises.

17.2 the tenant must not service or repair a motor vehicle, motorcycle, or boat at the premises, excepting minor routine maintenance (excluding greasing, de-greasing and oil changing), and washing and polishing.

17.3 The tenant must not bring on to or use at the premises a portable heater which uses flammable liquid or bottled gas.

Baby

18. Storage and removal of waste and rubbish

The tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and /or waste receptacles must be kept in the place specifically provided for the purpose (if any). The tenant must have rubbish and waste regularly removed.

Baby

19. Washing

If the tenant hangs washing outside or airs articles, the clothes line (if any) provided with the premises must be used. The tenant must not hang washing or air articles on common property, unless facilities for doing so are provided for the tenant's use. The tenant must use the facilities in the manner required by the owners' corporation.

Baby

20. Garden

20.1 The tenant will maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants, and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests and properly watered (water restrictions if any permitting). When watering, the tenant must comply with restrictions, if any.

20.2 If the garden is watered by a watering system and/or via tank water, the tenant will maintain the system and/or tank(s) in the state of repair and condition it or they were in at the start of the tenancy (fair wear and tear excepted). The tenant is not required to repair damage caused by the landlord, the agent or their contractors.

Baby

21. Pets

The tenant must not keep any animal, bird, or other pet on the premises without first obtaining the written permission of the landlord or the agent. Permission will not be unreasonably withheld. In giving permission, the landlord or the agent may impose reasonable conditions including exercise. It is not unreasonable for the landlord or the agent to withhold permission if the rules of an owners' corporation prohibits pets being on common property or kept on the premises. If an occupant of the premises is legally blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owners' corporation.

Baby

22. Changes in occupation of the premises

22.1 If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 6.

22.2 If the tenant assigns the tenancy or sub-lets, contrary to clause 6, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's reletting expenses including:

- A pro-rata letting fee;
- Advertising or marketing expenses incurred;
- Rental data base checks on applicants;
- Rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

Baby

22.3 The tenant's obligation to pay the landlord's reletting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the tenant's default.

23. Tenant intending to leave when the lease ends

If the tenant intends to vacate the premises at the end of the tenancy, written notice of the tenant's intention to vacate must be given to the landlord or the agent 28 days before the tenancy comes to an end.

Baby

24. Return of keys and obligation to pay rent

The tenant must return all the keys of the premises to the landlord or the agent when the tenant vacates the premises. The tenant's obligation to pay the rent continues until the time the keys are returned, subject to the landlord taking reasonable steps to mitigate any loss by attempting to relet the premises.

Baby

25. Tenant remaining in possession after the tenancy ends

If the tenant remains in occupation of the premises after the tenancy has come to an end and does not then enter into a fixed term lease, the tenant must give written notice of intention to vacate the premises specifying a termination date that is not less than 28 days after the day on which the tenant gives notice to the landlord or agent.

Baby

26. Landlord requiring the premises when the lease ends

If the landlord requires possession of the premises when the lease ends, the landlord will give the tenant a notice in the manner required by the **Residential Tenancies Act 1997**.

Baby

27. Changing locks and alarm code

27.1 The tenant may change the locks of the premises. If the tenant changes the locks, the tenant must give the landlord or the agent duplicate keys to the changed locks as soon as practicable.

27.2 The tenant may change the code of an alarm at the premises. If the code is changed, the tenant must advise the landlord or the agent of the changed code as soon as practicable.

Baby

28. "To Let" signs

The tenant will allow the landlord or the agent to erect a "To Let" sign on the premises during the last month of the tenancy.

Baby

29. "Auction" and "For Sale" signs

The tenant will allow the landlord or the agent to erect an "auction" or a "for sale" sign on the premises at any time.

Baby

30. Access to the property whilst "For Sale", "Auction" or "To Let"

The Tenant shall 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 landlords' agent.

Baby

31. Tenant cannot use bond money to pay rent

30.1 The tenant acknowledges the **Residential Tenancies Act 1997** provides the tenant may not refuse to pay rent on the ground a tenant intends to regard the bond as rent paid in respect of the premises.

30.2 The tenant further acknowledges the **Residential Tenancies Act 1997** permits the **Victorian Civil and Administrative Tribunal** to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.

Baby

32. Increase the rent

31.1 Unless this tenancy agreement provides otherwise, during the term of the tenancy agreement the landlord may increase the rent by giving the tenant 60 days notice required by the **Residential Tenancies Regulations 2008**. Under a tenancy agreement entered into before 19 June 2019, the landlord cannot increase your rent more than once every 6 months. All leases entered into on or after 19 June 2019, the landlord cannot increase your rent more than once every 12 months.

31.2 If the tenant disagrees with a rent increase sought by the landlord, the tenant may apply to the Director of consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.

Baby

33. Smoking

The Tenant agrees not to smoke or allow anyone to smoke inside the premises at any time. The tenant will be liable for any smoke related damage caused to the premises.

Baby

34. Lease Break

If breaking the lease, the following conditions will apply.

(a) The tenant is responsible for and must pay rent until the commencement date of the Tenants/s Tenancy Agreement or until the expiration of the lease, whichever is the soonest.

(b) The tenant must pay our agency all re-letting costs these include:

- A pro rata lease break fee, based on the remaining months of the fixed Term Lease Agreement calculated from 1.5 weeks rental + GST per annum. Upon finding a tenant the leasing fee will be calculated and replayed to the tenant.
- Cost incurred from advertising the property on the internet, newspaper, and for a "to let" sign in order to relet the property. A total of \$110.00
- Lower Murray water special meter reading fee (if applicable)

Baby

From www.planning.vic.gov.au on 16 February 2021 04:26 PM

PROPERTY DETAILS

Address: **UNIT 2/17 STEVEN STREET MILDURA 3500**
Lot and Plan Number: **Lot 2 PS311445**
Standard Parcel Identifier (SPI): **2\PS311445**
Local Government Area (Council): **MILDURA**
Council Property Number: **6386**
Planning Scheme: **Mildura**
Directory Reference: **VicRoads 535 O3**

www.mildura.vic.gov.au

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**

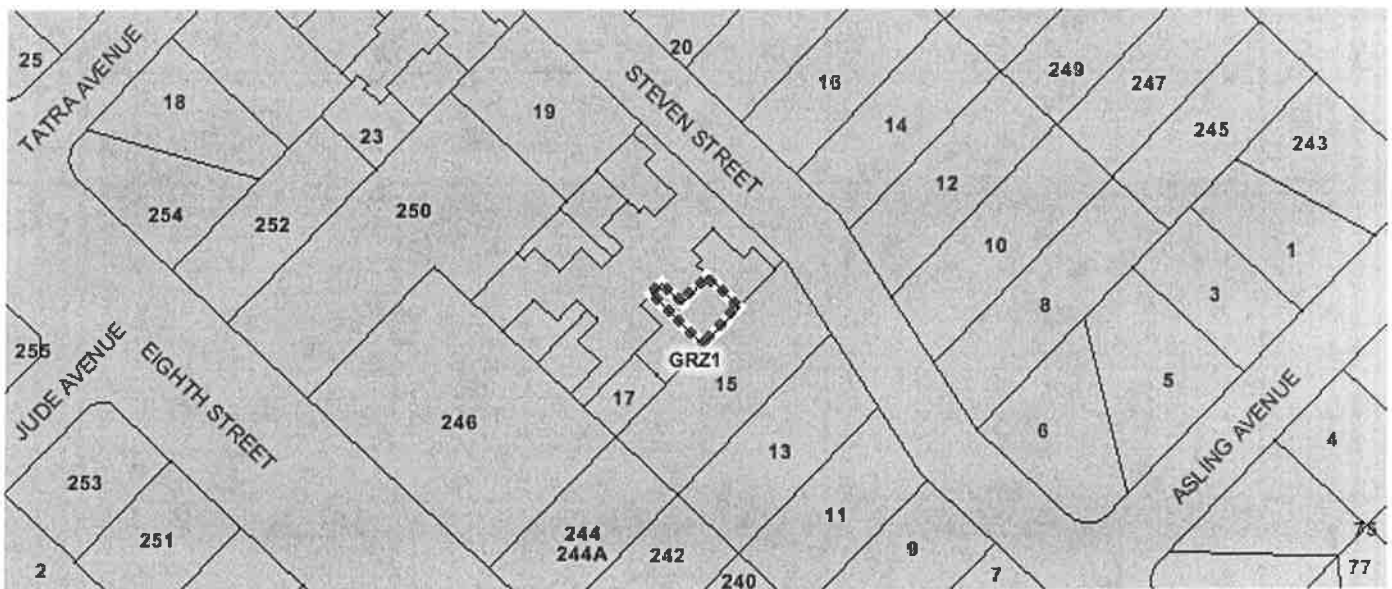
STATE ELECTORATES

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

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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 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

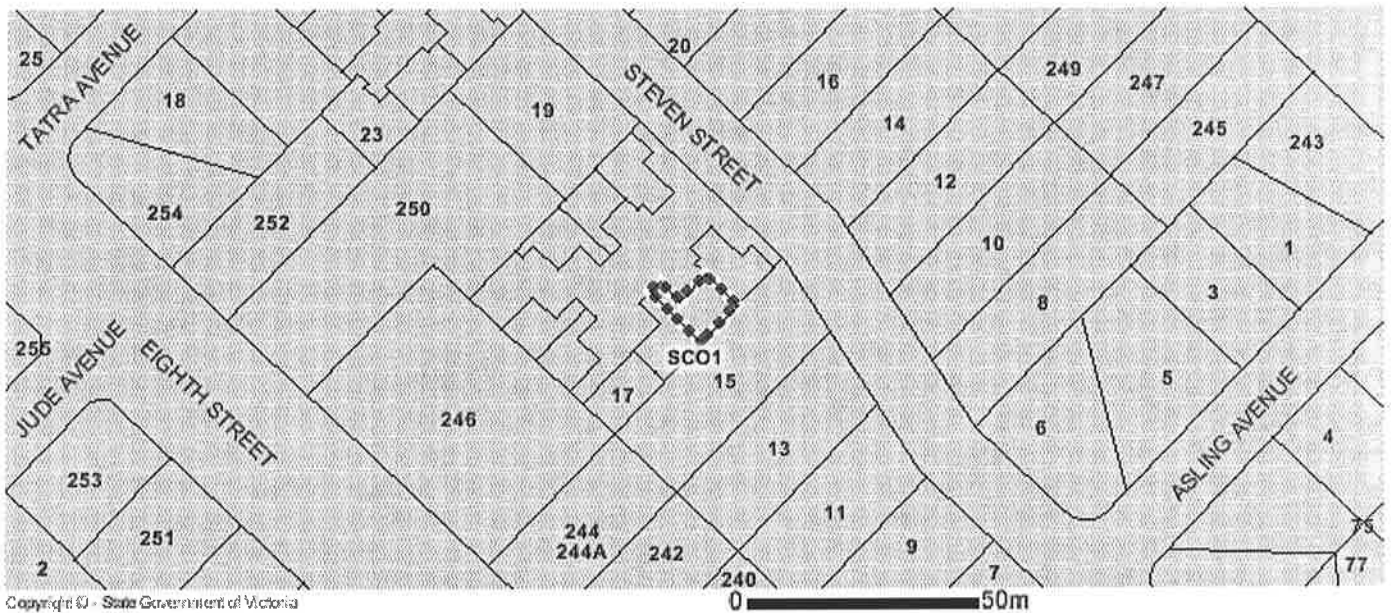
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

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.

Further Planning Information

Planning scheme data last updated on 10 February 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>

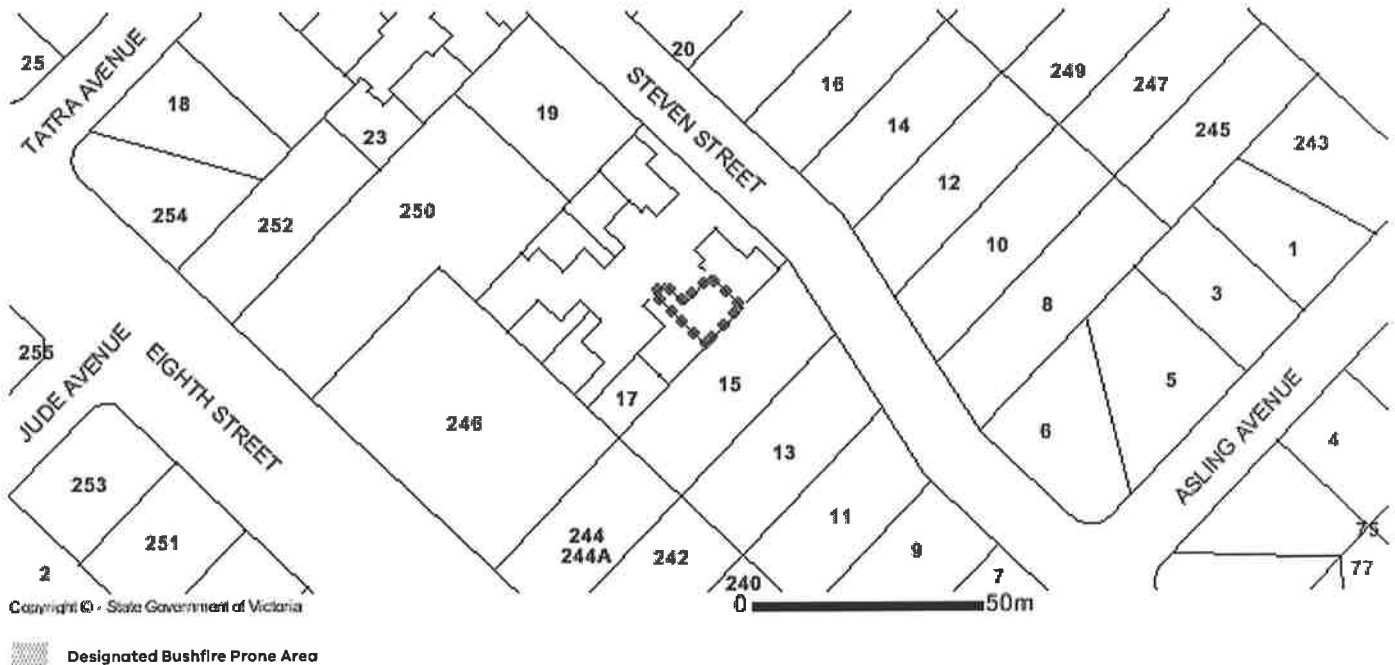
For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <http://mapshare.maps.vic.gov.au/vicplan>

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

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

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

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

Due Diligence Checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting 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