

VENDOR STATEMENT pursuant to Section 32 of Sale of Land Act 1962

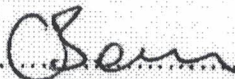
The Vendor makes this statement in respect of the land in accordance with section 32 of the Sale of Land Act 1962.

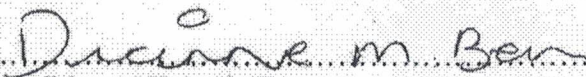
This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The Vendor may sign by electronic signature.

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

Property: Unit 1, 874-876 Fifteenth Street Mildura Victoria 3500

Vendor's name: Garry Benn & Diane Michelle Benn

Vendor's signature:  Date **5-10-2020**
Garry Benn

Vendor's signature:  Date **5-10-2020**
Diane Michelle Benn

Purchaser's name:

Purchaser's signature: Date

Purchaser's name:

Purchaser's signature: Date

Purchaser's name:

Purchaser's signature: Date

**Albert Muscat & Assoc
Lawyers
177 Boronia Road, Boronia Vic 3155
Tel: (03) 9762 6444
Email albertmuscat.lawyer@gmail.com**

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and interest):

(a) Their total does not exceed \$3,900

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

Not applicable

1.3 Terms Contract

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

Not applicable

1.4 Sale subject to Mortgage

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

Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not applicable

2.2 Owner Builder

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

Not applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction. The Purchaser should note that there may be sewers,

drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes and other services (if applicable) laid outside registered easements and which are not registered or required to be registered against the Certificate of Title.

3.2 Road Access

There is access to the property by road

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the specified information attached

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 is as follows:

None to the vendor's knowledge apart from what is disclosed in the attached certificates (if any), however the vendor has no means of knowing all the decisions of public authorities and government departments affecting the property unless such decisions have been communicated to the vendor.

4.2 Agricultural Chemicals

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

Nil to vendor's knowledge

4.3 Compulsory Acquisition

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

Nil to vendor's knowledge

5. BUILDING PERMITS

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

Not applicable

6. OWNERS CORPORATION

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

Attached is a copy of the current owners corporation certificate issued in respect of the land under section 151 of Owners Corporation Act 2006; and a copy of the documents specified in section 151(4)(b)(i) and (ii) of the Owners Corporation Act 2006 that are required to accompany an owners corporation certificate under that act.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- 7.1 If the land is subject to Work-in-Kind Agreement (within the meaning of Part 9B of the Planning and Environment Act 1987): Not applicable
- 7.2 If the Land is subject to a GAIC Recording: Not applicable

8. SERVICES

Information concerning the supply of services is as follows:

SERVICE	STATUS
(a) electricity supply	Connected
(b) gas supply	Not connected
(c) water supply	Connected
(d) sewerage supply	Connected
(e) telephone services	Not connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The purchaser should be aware that the vendor may terminate any account with a service provider and that some or all the above services may be disconnected by the vendor prior to settlement in which case the purchaser may need to have the service reconnected and/or become liable to pay reconnection fees.

The purchaser may be liable to pay to the service provider a fee for the connection/provision of any service.

9. TITLE

Attached are copies of the following documents concerning Title:

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not applicable

10.2 **Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the Subdivision Act 1988

Not applicable

10.3 **Further Plan of Subdivision**

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

Not applicable

11. **DUE DILIGENCE CHECKLIST**

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience).

12. **ATTACHMENTS**

(Any certificates, reports and other documents may be annexed to this section 12)

(Additional information may be added to this section 12 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" IF section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies.



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

VOLUME 09969 FOLIO 805

Security no : 124085421376G
Produced 10/09/2020 01:33 PM

LAND DESCRIPTION

Lot 4 on Registered Cluster Plan 001748N and an undivided share in the common property for the time being described on the plan.

PARENT TITLE Volume 09925 Folio 118

Created by instrument CS001748N 16/08/1990

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

GARRY BENN of 10 SANCTUARY COURT LILYDALE VIC 3140

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

DIANE MICHELLE BENN of 10 SANCTUARY COURT LILYDALE VIC 3140
AE270811U 31/03/2006

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act or Section 20 of Cluster Titles Act 1974 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE CS001748N 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 1 874-876 FIFTEENTH STREET MILDURA VIC 3500

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. CS001748N

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	CS001748N
Number of Pages (excluding this cover sheet)	10
Document Assembled	10/09/2020 13:47

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CS 1748

SHEETS
5
SHEET 1

PLAN OF CLUSTER SUBDIVISION
PANEL SHEET

CS1748N
EDITION 2
PARISH/TOWNSHIP/CHART
21

THE PARCEL

THE WHOLE OF THE LAND DESCRIBED IN CERTIFICATE
OF TITLE VOL. 9925 FOL. 118 BEING
PART OF CROWN PORTION 2
PARISH OF MILDURA
COUNTY OF KARKAROOC

REGISTERED
16, 8, 90

CHART No 21

CHART 21

CERTIFICATION BY SURVEYOR

I, JOHN ADRIAN BRUINHOUT OF 61 DEAKIN AVENUE,
MILDURA, A SURVEYOR LICENSED UNDER THE
SURVEYORS ACT 1978 CERTIFY THAT THE SURVEY
FROM WHICH THIS PLAN HAS BEEN PREPARED WAS
EFFECTED BY ME OR UNDER MY IMMEDIATE DIRECTION
AND SUPERVISION AND MARKED ON THE GROUND IN
STRICT ACCORDANCE WITH THE REQUIREMENTS OF
AND UNDER THE SURVEYORS ACT 1978;
THAT THE CLASSIFICATION OF THE SURVEY IS C3;
THAT EACH BOUNDARY OF EVERY PARCEL HAS
BEEN MARKED ON THE GROUND BETWEEN THE
...SECOND... DAY OF ...MARCH... 1990 AND THE SIXTEENTH DAY
OF ...MARCH... 1990 AND THAT THIS PLAN IS
ACCURATE IN ALL ASPECTS.

Witnessed on 19th day of April 90
COMMON SEAL OF THE SHIRE OF MILDURA
Witnessed in the presence of:

RESIDENT *Kevin J. Croghan*
MAYOR *[Signature]*
MAYOR'S SECRETARY *[Signature]*

DATED THIS EIGHTH DAY OF MARCH 1990

Signature *[Signature]*

LAND APPROPRIATED OR SET APART

- E-1, E-2, E-10, E-11 DRAINAGE
- E-2, E-3, E-9, E-10 SEWERAGE
- E-12 WATER SUPPLY

LAND SUBJECT TO EASEMENT

- E-4 POWERLINE PURPOSES IN FAVOUR OF STATE ELECTRICITY COMMISSION OF VICTORIA VIDE L.P. 218073X.
- E-5, E-10, E-11 DRAINAGE VIDE L.P. 216912R & C/E N907000N.
- E-6, E-8, E-9 WATER SUPPLY VIDE L.P. 216912R
- E-7, E-8 SEWERAGE VIDE L.P. 216912R

NOTATIONS

THE COMMON PROPERTY IS ALL THE LAND IN THE PARCEL EXCEPT THE LOTS.

THIS PLAN CONSISTS OF 5 SHEETS

THE RESERVATIONS AND CONDITIONS CONTAINED IN INST. 316773 AFFECTS LOTS 1 TO 13 IN THIS PLAN

THE RESERVATIONS AND CONDITIONS CONTAINED IN INST. 291374 & 316773 AFFECTS LOT 18 AND COMMON PROPERTY IN THIS PLAN

THE RESERVATIONS AND CONDITIONS CONTAINED IN INST. 291374 AFFECTS LOTS 14 TO 17 IN THIS PLAN

THE RESERVATIONS AND CONDITIONS CONTAINED IN INST. 316773 AFFECTS LOTS 19 TO 28 IN THIS PLAN

SHEET 1
COUNCIL REFERENCE NUMBER
20. 2270/1/53/2600

[Signature]
LICENSED SURVEYOR

SURVEYORS REFERENCE NUMBER
4156

POSTED *[Signature]*

SHEETS
5
SHEET 1

CS 1748

CS1748

5 SHEETS
SHEET 2

PLAN OF CLUSTER SUBDIVISION
INDEX SHEET

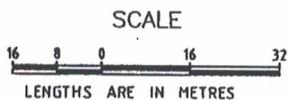
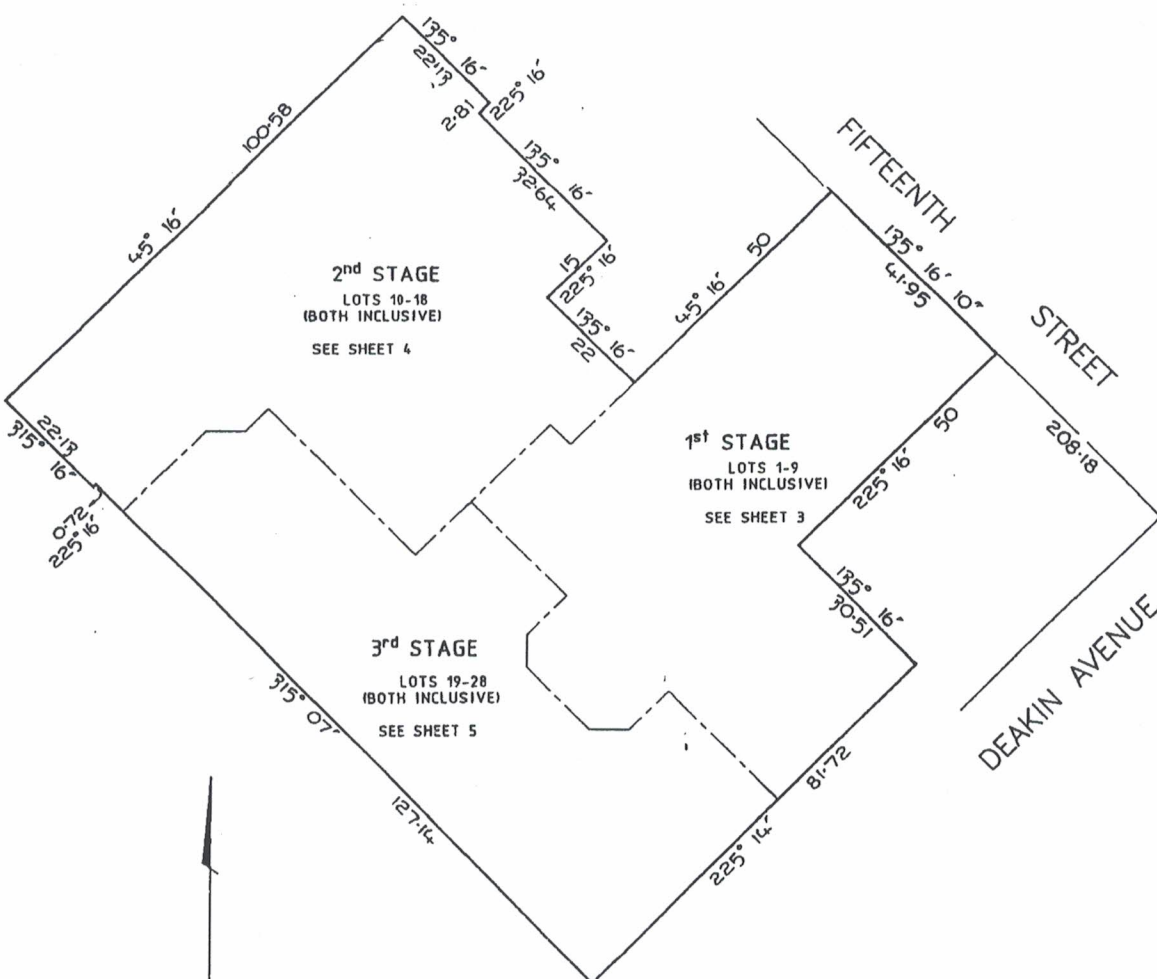


CHART No. 21

REGISTERED

16 AUG 1990



5 SHEETS
SHEET 2

CS1748

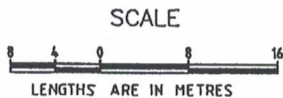
SHEET 2
COUNCIL REFERENCE NUMBER
20. 2270/1/53/2600
V. *[Signature]*
LICENSED SURVEYOR
SURVEYORS, REFERENCE NUMBER
4156

POSTED
CHECKED *[Signature]*

CS1748

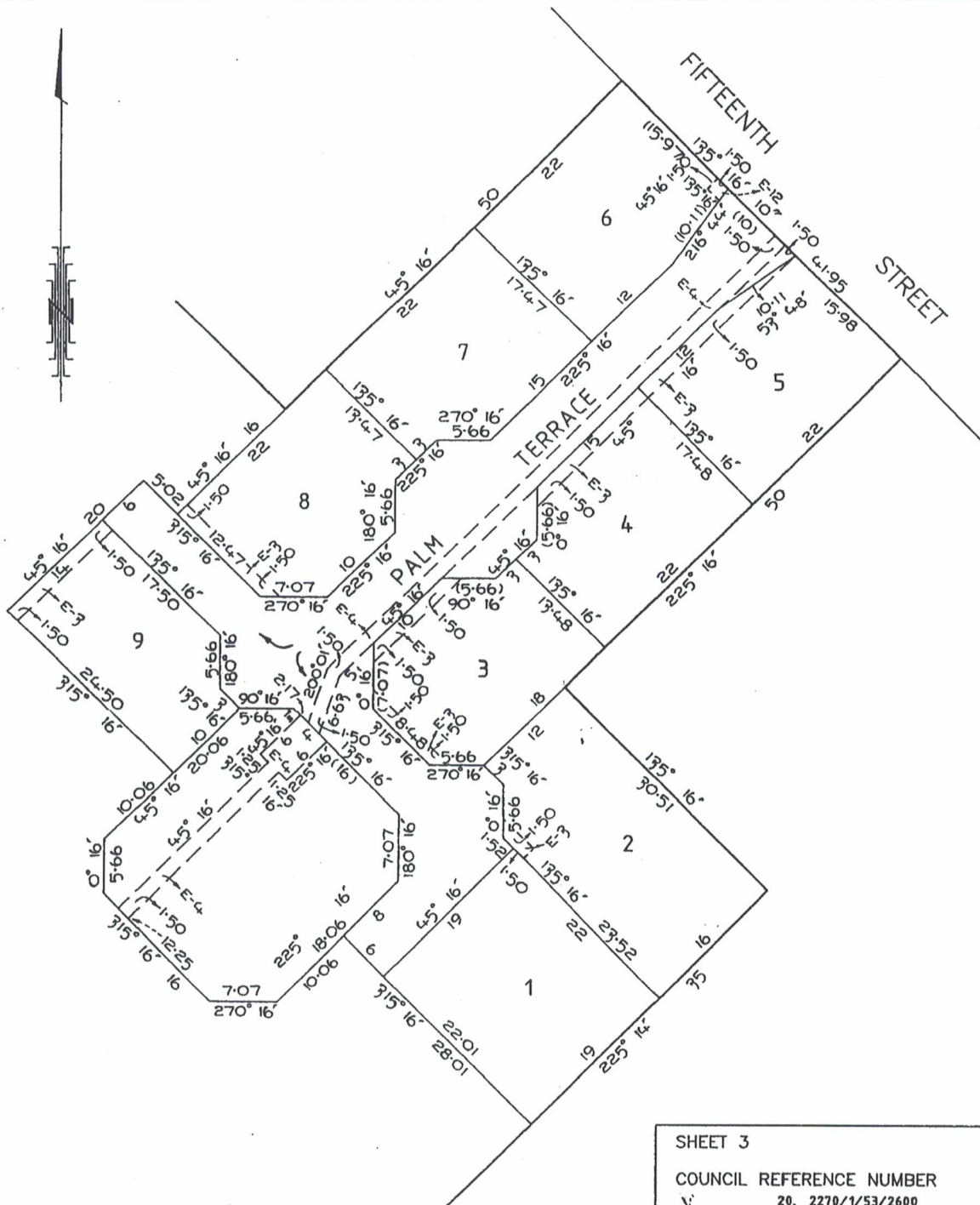
5 SHEETS
SHEET 3

PLAN OF CLUSTER SUBDIVISION
SUBDIVISION DETAIL SHEET



REGISTERED
16 AUG 1990

CHART No. 21



5 SHEETS
SHEET 3

CS1748

SHEET 3

COUNCIL REFERENCE NUMBER
20. 2270/1/53/2600

J.A.B.
LICENSED SURVEYOR

SURVEYORS REFERENCE NUMBER
4156



CS 1748

SHEETS
4
SHEET

PLAN OF CLUSTER SUBDIVISION
SUBDIVISION DETAIL SHEET

REGISTERED

16 AUG 1990

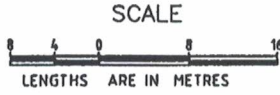
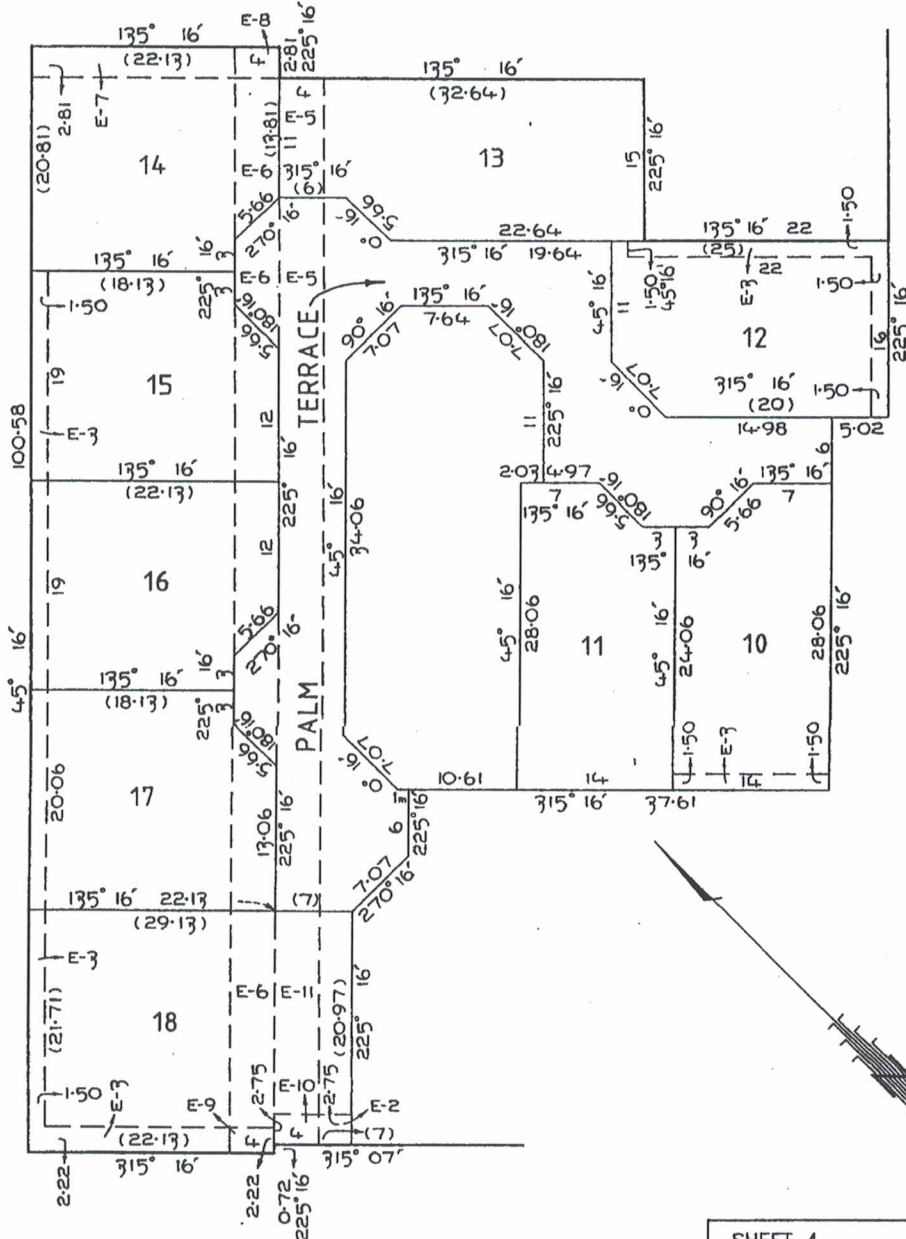


CHART No. 21



SHEET 4

COUNCIL REFERENCE NUMBER

20. 2270/1/53/2600

J. A. B.
LICENSED SURVEYOR

SURVEYORS REFERENCE NUMBER

4156

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CHECKED

SHEETS
4
SHEET

CS 1748

CS1748

S SHEETS
SHEET 5

PLAN OF CLUSTER SUBDIVISION
SUBDIVISION DETAIL SHEET

REGISTERED
16 AUG 1990

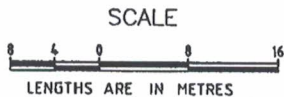
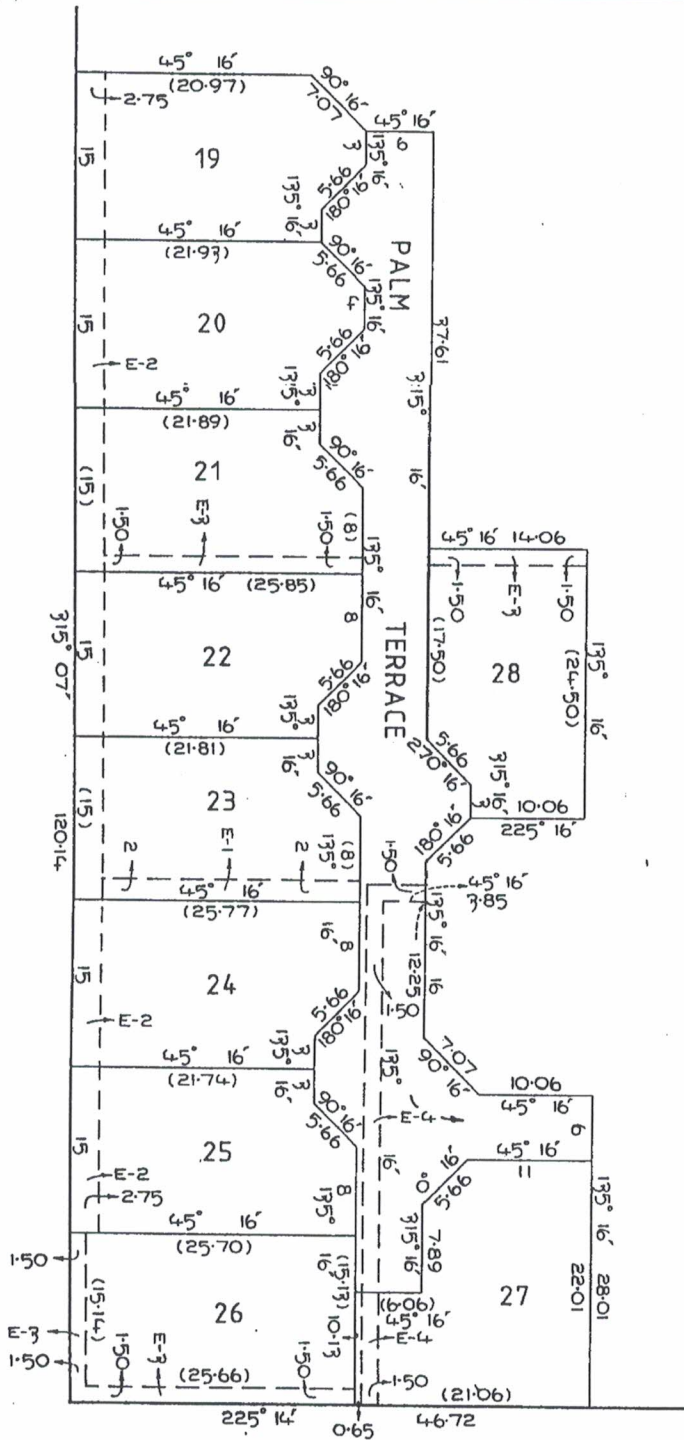


CHART No. 21



S SHEETS
SHEET 5

CS 1748

SHEET 5

COUNCIL REFERENCE NUMBER
20. 2270/1/53/2600

J.B. 4
LICENSED SURVEYOR

SURVEYORS REFERENCE NUMBER
4156

CS1748

SCHEDULE B

As required under section 7 (g) of the Cluster Titles Act 1974.

SCHEDULE SPECIFYING ADDRESS OF BODY CORPORATE LOT ENTITLEMENT AND LOT LIABILITY.

ADDRESS OF BODY CORPORATE FOR SERVICE OF DOCUMENTS:

FOR CURRENT ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT

SCHEDULE OF LOT ENTITLEMENT AND LOT LIABILITY

FOR CURRENT OWNERS CORPORATION DETAILS SEE OWNERS CORPORATION SEARCH REPORT

This is the Schedule that accompanied the Plan of Cluster Subdivision when it was sealed by Council.



SHIRE SECRETARY
SHIRE OF MILDURA

Council Reference No. ~~S2600~~ 20. 2270/1/53/2600



CS001748N

FOR CURRENT OWNERS CORPORATION DETAILS
SEE OWNERS CORPORATION SEARCH REPORT

CS1748


SCHEDULE A

As required under section 7 (f) of the Cluster Titles Act 1974.

SCHEDULE SPECIFYING WHICH LOTS ARE ACCESSORY LOTS

The lots specified hereunder are accessory lots.
NIL

This is the Schedule that accompanied the Plan of Cluster Subdivision when it was sealed by Council.



SHIRE SECRETARY
SHIRE OF MILDURA

Council Reference No. ~~52600~~ 20. 2270/1/53/2600



CS1748

NINTH SCHEDULE

As required under section 7 (i) of the Cluster Titles Act 1974.

SCHEME OF DEVELOPMENT

- 1. The lots specified in column 1 hereunder are affected by the requirements and restrictions set out opposite hereto in column 2 hereunder:-

Column 1	Column 2
NIL	NIL

- 2. The common property is affected by the requirements and restrictions set out hereunder:-

NIL

- 3. The lots specified hereunder are not affected by any requirements or restrictions:-

Lots 1 to 28 (both inclusive)

This is the scheme of Development that accompanied the Plan of Cluster Subdivision when it was sealed by Council.



.....SHIRE SECRETARY
SHIRE OF MILDURA

Council Reference No. 20. 2270/1/53/2600



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. CS001748N**

The land in CS001748N is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 28.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
PO BOX 821 MILDURA VIC 3502

CS001748N 01/01/1700

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	25	25
Lot 2	25	25
Lot 3	25	25
Lot 4	25	25
Lot 5	25	25
Lot 6	25	25



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/09/2020 01:47:01 PM

**OWNERS CORPORATION
PLAN NO. CS001748N**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	25	25
Lot 8	25	25
Lot 9	25	25
Lot 10	25	25
Lot 11	25	25
Lot 12	25	25
Lot 13	25	25
Lot 14	25	25
Lot 15	25	25
Lot 16	25	25
Lot 17	25	25
Lot 18	25	25
Lot 19	25	25
Lot 20	25	25
Lot 21	25	25
Lot 22	25	25
Lot 23	25	25
Lot 24	25	25
Lot 25	25	25
Lot 26	25	25
Lot 27	25	25
Lot 28	25	25
Total	700.00	700.00

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.

Property Report

 from www.land.vic.gov.au on 29 September 2020 12:22 PM

Address: UNIT 1/874-876 FIFTEENTH STREET MILDURA 3500

Lot and Plan Number: Lot 4 CS1748

Standard Parcel Identifier (SPI): 4\CS1748

Local Government (Council): MILDURA **Council Property Number:** 22749

Directory Reference: VicRoads 534 K9

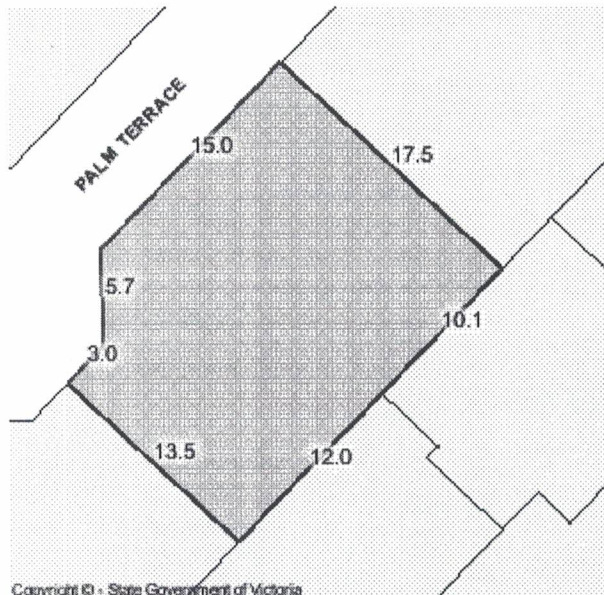
This property is not in a designated bushfire prone area.

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

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

Site Dimensions

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



Area: 364 sq. m

Perimeter: 77 m

For this property:

- Site boundaries
- Road frontages

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

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

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: MILDURA

Utilities

Rural Water Corporation: Lower Murray Water

Urban Water Corporation: Lower Murray Water

Melbourne Water: outside drainage boundary

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

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlays: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 23 September 2020.

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

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

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

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

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

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

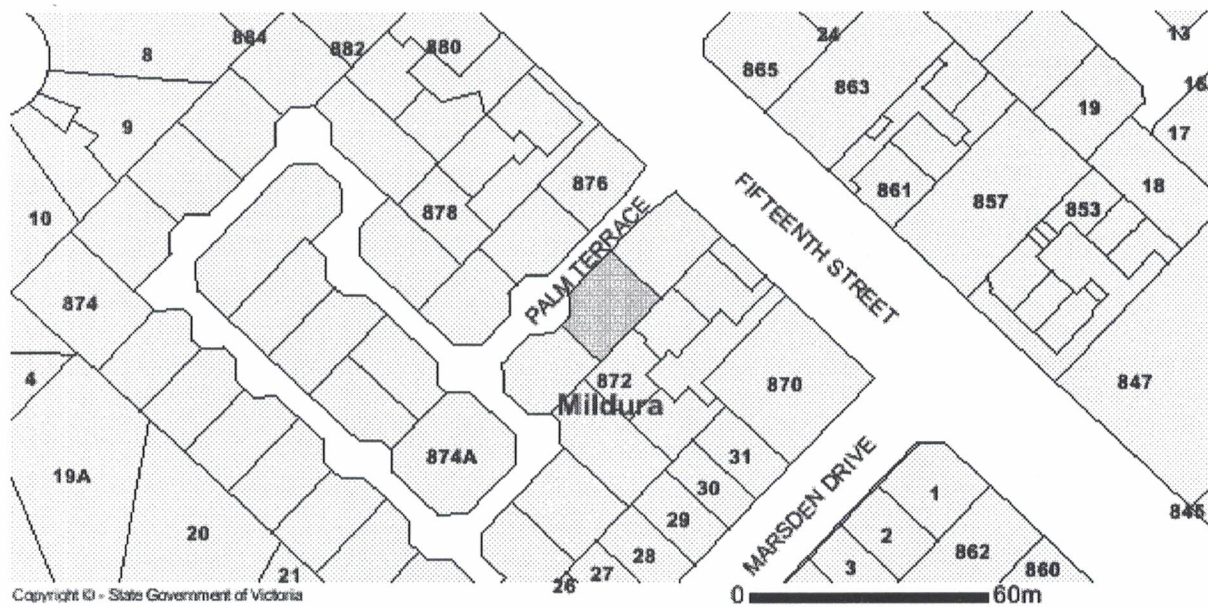
The Planning Property Report includes separate maps of zones and overlays

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

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

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



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From www.planning.vic.gov.au at 29 September 2020 12:23 PM

PROPERTY DETAILS

Address: **1/874-876 FIFTEENTH STREET MILDURA 3500**
 Lot and Plan Number: **Lot 4 CS1748**
 Standard Parcel Identifier (SPI): **4\CS1748**
 Local Government Area (Council): **MILDURA**
 Council Property Number: **22749**
 Planning Scheme: **Mildura**
 Directory Reference: **Vicroads 534 K9**

www.mildura.vic.gov.au

[Planning Scheme - Mildura](#)

UTILITIES

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

[View location in VicPlan](#)

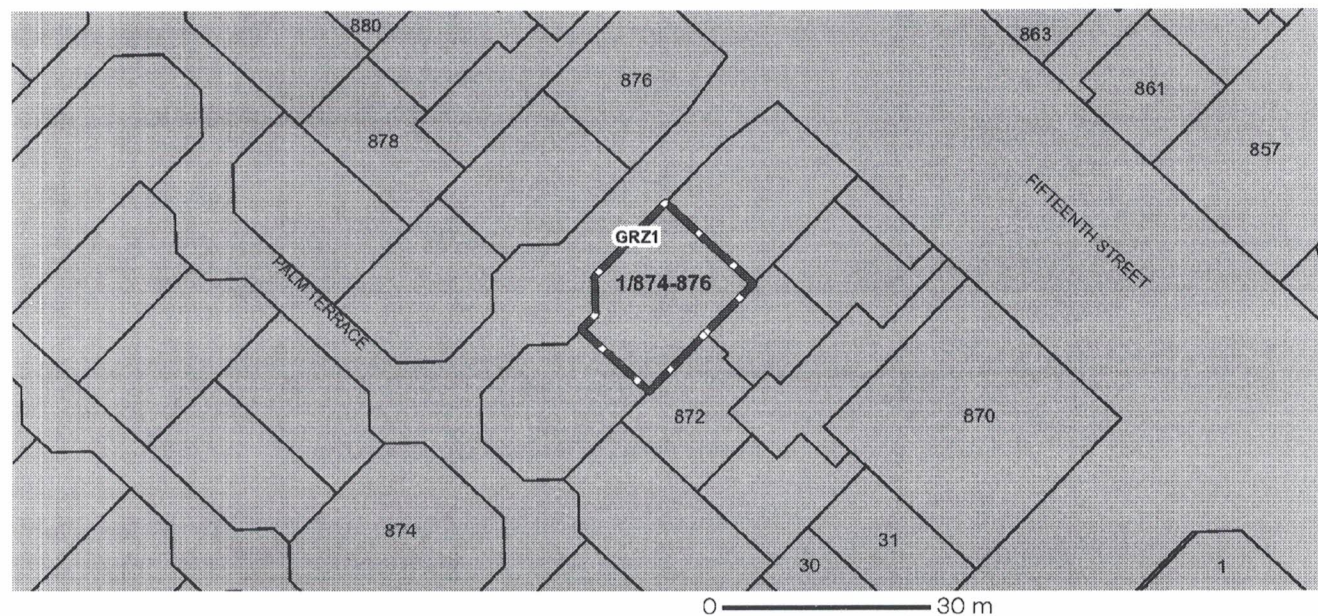
STATE ELECTORATES

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

Planning Zones

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

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

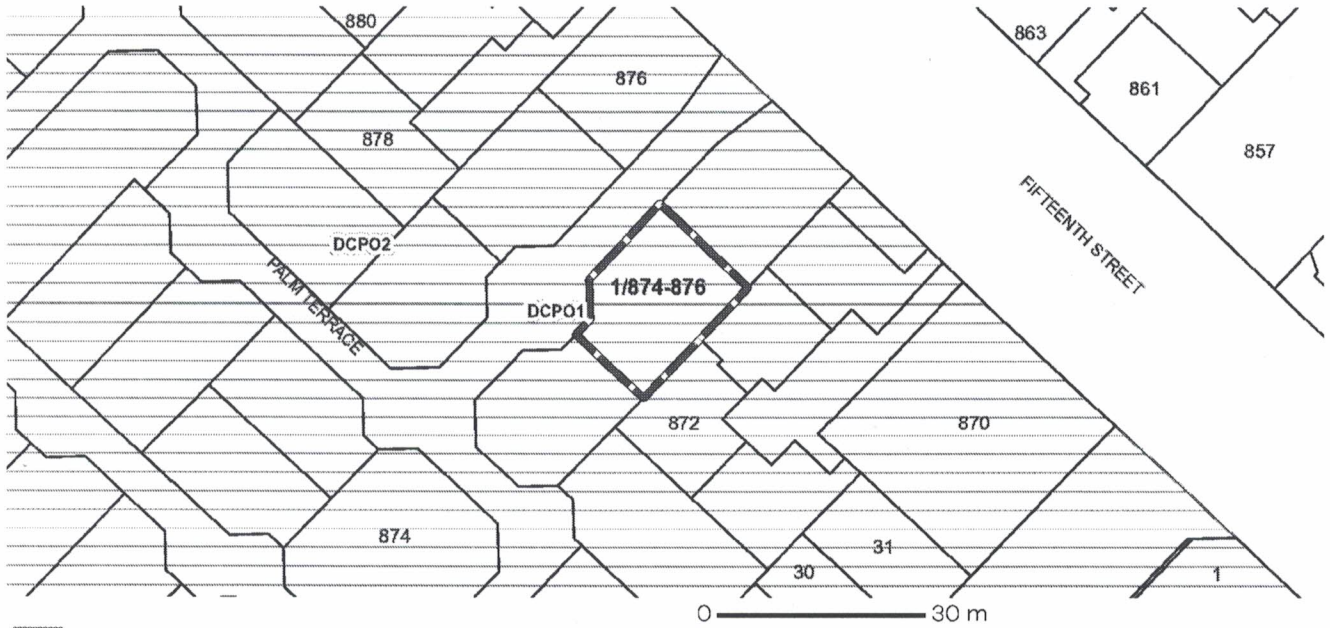


GRZ - General Residential

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

Planning Overlays

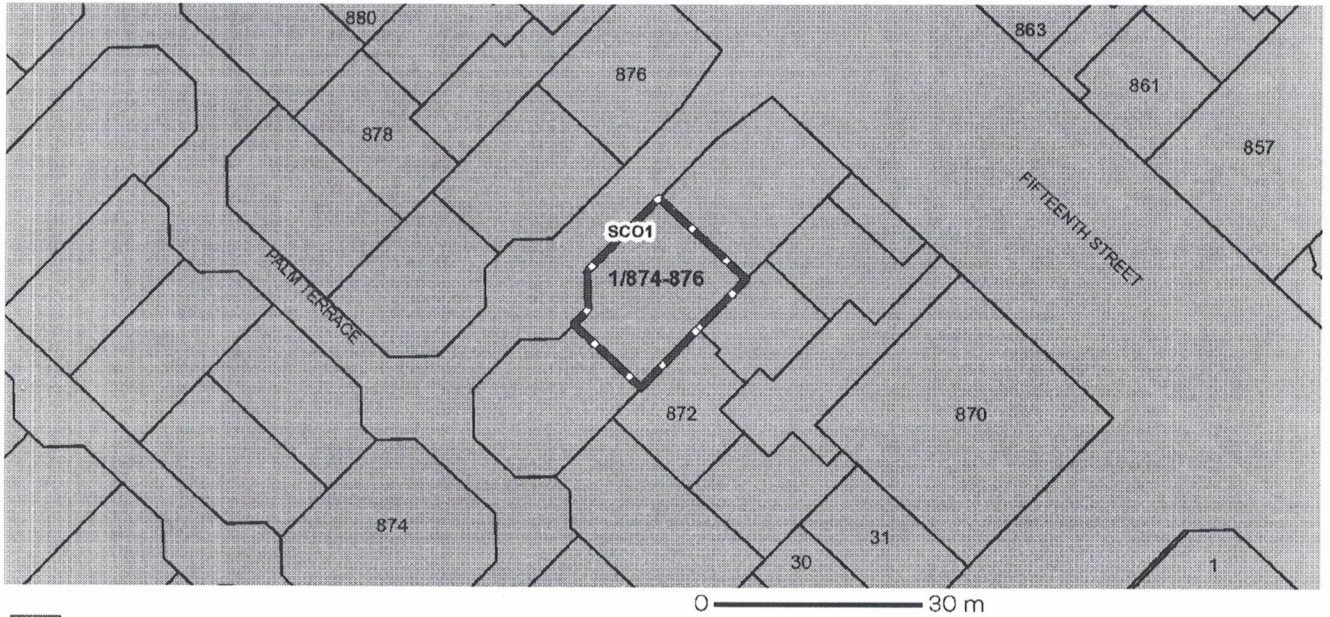
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)



DCPO - Development Contributions Plan

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

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



SCO - Specific Controls

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

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 Read the full disclaimer at <https://www2.dclw.vic.gov.au/disclaimer>

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

Further Planning Information

Planning scheme data last updated on 23 September 2020.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>.

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

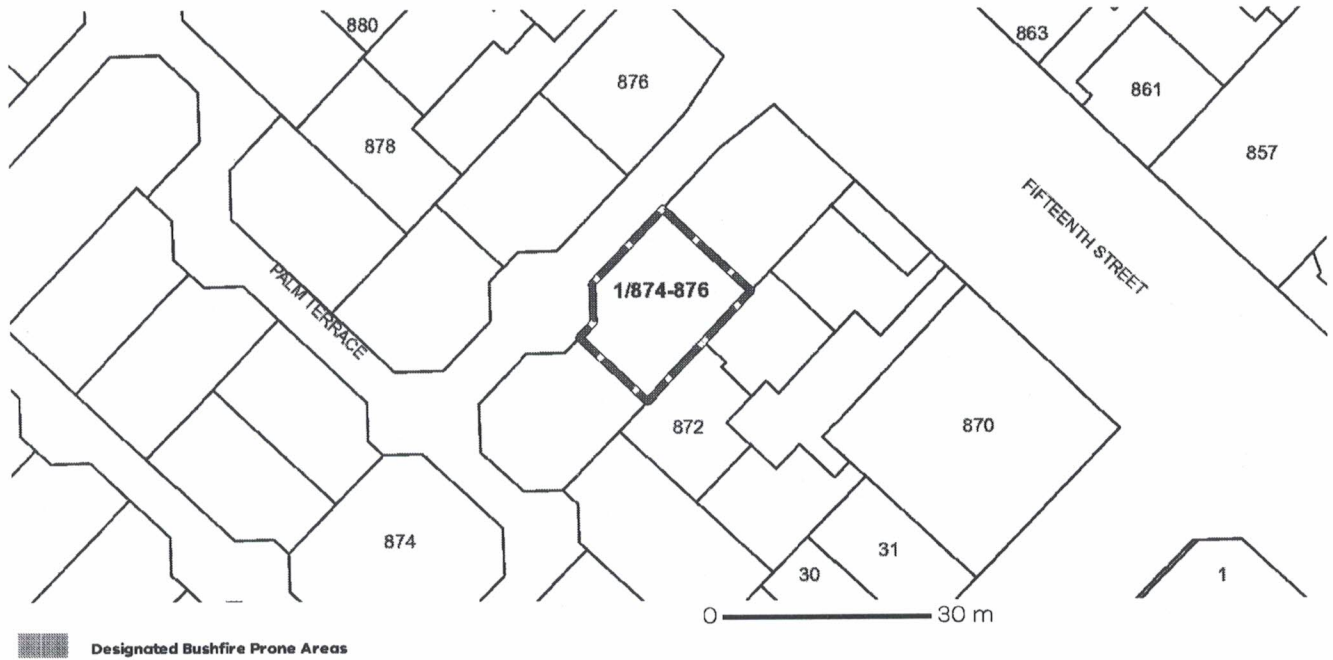
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Areas

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



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

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

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

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

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

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

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



Mildura Rural City Council

Internal Use Only



TAX INVOICE
ABN 42 498 937 037



Mr G & Ms D M Benn
15 Red Cedar Circuit
KINGSHOME QLD 4208



038
1018887
R3_5795

Total Rates & Charges For this Year
\$1,987.60
Refer below for payment options

Rate and Valuation Notice

1 July 2020 to 30 June 2021

Property Location & Description

Unit 1 874-876 Fifteenth Street MILDURA VIC 3500
Lot 4 CS 1748 Sec 34 Blk E

AVPCC: 125 - Strata Unit or Flat

RATING DETAILS

Residential Rate	0.00620605	230000	\$1,427.39
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	230000	\$12.42

Assessment No: 22749
Issue Date 10 September 2020
Rate declaration date: 1 July 2020
Capital Improved Value: 230,000
Site Value: 88,000
Net Annual Value: 11,500
Valuation Date: 1 January 2020

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 **\$1,987.60**

Payment In full Due 15 Feb 2021 \$1,987.60	Or	1st Instalment Due 14 Oct 2020 \$496.90	2nd Instalment Due 14 Dec 2020 \$496.90	3rd Instalment Due 28 Feb 2021 \$496.90	4th Instalment Due 31 May 2021 \$496.90
---	----	--	--	--	--

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.

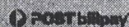
Payment Slip

Mr G & Ms D M Benn
Unit 1 874-876 Fifteenth Street MILDURA VIC 3500
Assessment No: 22749
Payment In Full: \$1,987.60
1st Instalment: \$496.90



Biller code: 93922
Ref: 227496

BPAY this payment via internet or phone banking.
BPAY View View and pay this bill using internet banking.
BPAY View Registration No.: 227496



Full Payment *41 227496



Post Biller code: 0041
Billpay Ref: 227496

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



MILDURA
 741 - 759 Fourteenth Street Mildura 3500
 PO Box 1438 Mildura 3502
 AUSDOC DX 50023
 Tel: (03) 5051 3400 Fax: (03) 5051 3480
 Office Hours 8.00am - 5.00pm Monday - Friday

SWAN HILL
 73 Beveridge Street Swan Hill 3585
 PO Box 1447 Swan Hill 3585
 AUSDOC DX 30164
 Tel: (03) 5036 2150 Fax: (03) 5036 2180
 Office Hours 8.00am - 5.00pm Monday - Friday



KERANG
 56 Wellington Street Kerang 3579
 PO Box 547 Kerang 3579
 AUSDOC DX 57908
 Tel: (03) 5450 3060 Fax: (03) 5450 3967
 Office Hours 8.00am - 1.00pm Monday - Friday



24 Hour Supply Emergency
 1800 808 830

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

Reference No. 011315

URBAN ACCOUNT

Amount Due \$175.05

Due Date 24-AUG-2020

Date of Issue 21/07/2020

Tariffs and Charges Notice
 1st Quarter 2020/21
 01/07/2020 - 30/09/2020

POST *850 700113152



336051-001 029095(65663) RGLD
 MR G BENN & MRS DM BENN
 15 RED CEDAR CIRCUIT
 KINGSHOLME QLD 4208

Property Address : 1/874-876 FIFTEENTH STREET MILDURA VIC 3500 (Prop:11315) - Urban Account
 Lot 4 CS 1748N BIK E Sec 34 Vol 9969 Fol 805

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

TOTAL OWING \$175.05

Low
5-8-2020



Payments/Credits since last Notice \$173.95

Payment Slip - Methods of Payment

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



Direct Debit
 Please contact your local office.



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



Billpay Code: 0850
Ref: 7001 1315 2

Pay in person at any Post Office.



Biller Code: 78477
Ref: 7001 1315 2

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

011315
 1/874-876 FIFTEENTH STREET MILDURA VIC 3500 (Prop:11315) - Urban Account



*850 700113152 \$175.05

Biller Code: 78477
Ref: 7001 1315 2

BPAY - Make this payment via internet or phone banking.
BPAY View - Receive, view and pay this bill using internet banking.
BPAY View Registration No: 7001 1315 2

Payment Ref: 7001 1315 2



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

Amount Due **\$175.05**

See reverse for In Person and By Mail options

Land Tax Clearance Certificate

Land Tax Act 2005



ALBERT MUSCAT & ASSOC

Your Reference:	BENN
Certificate No:	39948114
Issue Date:	14 SEP 2020
Enquiries:	KXD3

Land Address: UNIT 1, 874 -876 FIFTEENTH STREET MILDURA VIC 3500

Land Id	Lot	Plan	Volume	Folio	Tax Payable
23334983	4	1748	9969	805	\$0.00

Vendor: DIANE BENN & GARRY BENN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
GDM PRECISION ENGINEERING SUPEI	2020	\$79,000	\$0.00	\$0.00	\$0.00

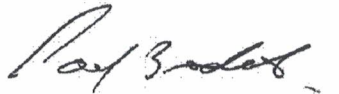
Comments:

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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


Paul Broderick
 Commissioner of State Revenue

CAPITAL IMP VALUE:	\$217,000
SITE VALUE:	\$79,000
AMOUNT PAYABLE:	\$0.00



Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 39948114

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - a. vendor, or
 - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$79,000

Calculated as \$0 plus (\$79,000 - \$0) multiplied by 0.000 cents.

Land Tax Clearance Certificate - Payment Options

BPAY  Biller Code: 5249 Ref: 39948114
Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au

CARD  Ref: 39948114
Visa or Mastercard. Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/paylandtax

OWNERS CORPORATION CERTIFICATE

Palm Terrace Owners' Corporation No. 1748N
P.O. Box 1278
MILDURA VIC 3502
(ABN 88 717 239 878)

VENDOR: Gary Benn & Dianne Michelle Benn

This certificate is issued for **Lot No 4, Cluster Plan No. 1748N, Parish Mildura.**

Postal address : **Unit 1 Palm Terrace, 874/876 Fifteenth Street, MILDURA 3500.**

1. The present Owners' Corporation fees are **\$800 00 per annum paid in two installments due on the 1st January and 1st July.**
2. Fees for Unit 20 are currently **paid up to 31st December 2020**
3. Unpaid fees and charges = **Nil**
4. There have been no special fees or levies struck by the Owners' Corporation.
5. The Owners' Corporation has not performed, nor is about to perform, any repairs, work or act which may incur an additional charge to that set out above.
6. The Owners' Corporation presently has **Insurance cover** as follows:

CGU Insurance Limited
Strata Insurance Policy No. 06S 6064922 covering all 28 units
Sum insured: Unit 1 Buildings **\$203,203.56**
 Public Liability **\$10,000,000.00**

NOTE: INSURANCE PREMIUMS FOR INDIVIDUAL UNITS ARE NOT INCLUDED IN THE OWNERS' CORPORATION FEES

The premium of \$302.00 for Unit 1 for period 10/8/2020 to 10/8/2021 has been paid on receipt No ZJ 0422434 dated 31/7/2020

The Policy provides Owners' Corporation Office Bearers Liability cover of \$1,000,000.00. **The premium for this part of the policy is paid from accumulated Body Corporate funds.**

7. Funds currently held by the Owners' Corporation are as follows:

Term Deposit of \$51,000 with the Westpac Bank,

General account balance at 11/9/2020 = \$5,442.21

- 8. The Owners' Corporation has not submitted any special rules to the Registrar of Titles
- 9. The Owners' Corporation has not resolved that the by-laws cease to apply to it
- 10. The Owners' Corporation has no contingent liabilities not otherwise shown or budgeted for in items 1, 4 & 5
- 11. The Owners' Corporation has not granted any contract, lease, licence or agreements affecting the common property
- 12. The Owners' Corporation has not made any agreement to provide services to members and occupants for a fee
- 13. The Owners' Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings
- 14. The Owners' Corporation has no proposal for the appointment of an Owners' Corporation manager or administrator
- 15. The Owners' Corporation has a current agreement with "Quik-Cut Lawn Mowing" for lawn mowing of the parks at each end of the complex and front lawns only of units
- 16. The Owners' Corporation has not resolved to appoint a manager
- 17. Minutes of the last AGM held on 8/9 2019 are attached.

DATED THIS eleventh day of September 2020

The COMMON SEAL OF THE OWNERS')
CORPORATION STRATA PLAN NO1748N)
was affixed in the presence of:



Secretary & Lot Owner: *[Signature]*

Victor I.P. Eddy, Unit 14 Palm Terrace, 874/876 15th Street, Mildura

Lot Owner: *[Signature]*

Margaret Huntly Unit 12 Palm Terrace, 874/876 15th Street, Mildura

ITEMS THAT SHOULD BE NOTED.

All units have separate water meters and are rated separately.

THE FOLLOWING ITEMS SHOULD BE ADJUSTED AT SETTLEMENT.

Municipal rates

Water rates

Owners' Corporation fees: \$800.00 per annum – paid in two six monthly instalments

Insurance: (The premium is not included in Owners' Corporation fees) and falls due on 10th August each year.

* * * * *

The water used on parks and nature strips is charged direct to the Owners' Corporation and paid for out of Owners' Corporation fees. This does not need to be adjusted

The premium relevant to the Office Bearers Insurance Liability is paid by the Owners' Corporation.

The complex is run by the Owners' Corporation which meets twice a year (normally in March and September). All owners are encouraged to attend, or nominate a proxy for their voting. A Committee of the unit owners meets as required to attend to lesser matters arising.

Our Chairperson is: (This position is currently vacant)

Secretary is:

Mr Vic Eddy of 5 Dr Abramowski Court, Mildura (Owner Unit 14)

Phone: 03 5023 4795

Mobile: 0488 038 835

Treasurer is:

Mrs Elaine Eddy of 5 Dr Abramowski Court, Mildura (Owner Unit 14)

OWNERS' CORPORATION No.1748N

PALM TERRACE, MILDURA

Minutes of ANNUAL GENERAL MEETING held in the meeting room at the Cottonwood Motel on Sunday 8th September 2019 at 10.58am.

PRESENT: Vic Eddy, Margaret Huntly, Emilia Marcon, Margaret Maynard, Elaine Eddy, Kaylene Geddes.

APOLOGIES: Wendy Scott, John Hillier, Peter Kinleyside, Peter Welk, Elizabeth Jacobs, Beverly Jones.

PROXIES: Chairman:- for Garry & Dianne Benn – Unit 1;

Victor Eddy:- for David & Tyrell Hallinan – Unit 2; Peter Kinleyside – Unit 13; Ralph and Rina Larobina Unit 27; Mrs Ann Vidovich – 876 Fifteenth Street.

Margaret Maynard:- for Elizabeth Jacobs

(These proxies increased voting representation to 11 of the 28units)

CHAIRPERSON: Victor Eddy

MINUTES: The Minutes of the Annual General Meeting held on 9/10/2018 had been circulated.

Adopted as a true and correct record on the motion of Elaine Eddy & Margaret Maynard.

BUSINESS ARISING: Nil

SECRETARY'S REPORT: Nil

TREASURER'S REPORT: Treasurer Elaine presented the 2018/19 Annual Operating Statement and Balance Sheet plus her budget for 2019/20.

The Operating Statement showed an income to 30th June 2019 of \$29,272.74 and an expenditure of \$18,566.58 giving an operating surplus of \$10,706.16.

The Balance Sheet shows current assets at 30/6/2019 of \$35,587.96

The Treasurer's report was adopted on the motion of Elaine Eddy and Margaret Huntly

GENERAL BUSINESS: 1.The current level of the Owner's Corporation fees was discussed.

Moved: Elaine Eddy & Margaret Maynard: “That the fee be increased to \$800.00 per annum.” **Carried**

ELECTION OF OFFICE BEARERS: All positions were declared vacant. In the absence of an alternative Vic Eddy chaired these elections.

Chairperson: Vacant

Secretary: Vic Eddy nominated by Kaylene Geddes & Margaret Maynard. No further nominations, Vic was duly elected.

Treasurer: Elaine Eddy nominated by Margaret Huntly & Margaret Maynard. No further nominations, Elaine was duly elected.

The Committee: Those present at this meeting plus any other owners prepared to be active. Carried by consensus.

The next General Meeting will be held on 15th March 2020.

The Meeting closed at 11.25am

.....
CHAIRPERSON

.....
DATE

SCHEDULE 2

Regulation 8

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Management and administration

2.1 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.

3 Use of common property

3.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
 - (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
-

- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 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.

3.3 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.

4 Lots

4.1 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 Behaviour of persons

5.1 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.

5.2 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.

6 Dispute resolution

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

- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.
-

SCHEDULE 3

Regulation 12

**STATEMENT OF ADVICE AND INFORMATION FOR
PROSPECTIVE PURCHASERS AND LOT OWNERS**

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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.



Residential Tenancy Agreement

Residential Tenancies Act 1997

Conditions of Agreement

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

Premises and Rent

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

Bond

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

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

Fixed Term Tenancy

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

OR

Periodic Tenancy

This Agreement shall commence on the date specified in item 14 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

2. Condition of the Premises

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

3. Damage to the Premises

- The Tenant shall make sure that care is taken to avoid damaging the rented premises.
- The Tenant must take reasonable care to avoid damaging the premises and any common areas.
- 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.

4. Cleanliness of the Premises

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

5. Use of Premises

- The Tenant shall not use or allow the premises to be used for any illegal purpose.
- The Tenant shall 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.

6. Quiet Enjoyment

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

7. Assignment or Sub-letting

- The Tenant shall not assign or sub-let the whole or any part of the premises without the written consent of the Landlord.

The Landlord's consent shall not be unreasonably withheld.

- The Landlord shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the Landlord in relation to the preparation of an assignment in writing of this Agreement.

8. Residential Tenancies Act 1997

Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party.

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

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Additional Terms

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

9. The Tenant shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.
10. The Tenant shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the Tenant shall pay the Landlord all increased premiums and all other expenses incurred as a consequence of any breach of this term.
11. The Tenant agrees to pay the Landlord any excess amount charged or any additional premium charged by the Landlord's Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the Tenant, or by anyone on the premises with the consent of the Tenant.
12. The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the Tenant or anyone on the premises with the consent of the Tenant. Without limiting the generality of the foregoing, the Tenant shall indemnify the Landlord for the cost of repairs to plumbing blockages caused by the negligence or misuse of the Tenant.
13. The Tenant shall notify the Landlord or Agent immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.
14. The Tenant shall indemnify the Landlord against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the Tenant, or the Tenant's servants, Agents and/or invitees.
15. The Tenant shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the Landlord or Agent.
16. The Tenant acknowledges that it is the Tenant's responsibility upon the termination of the Agreement to deliver the keys to the premises to the Agent's office and to continue paying rent until such time as the keys are delivered.
17. The Tenant shall not use the premises for any purposes other than for residential purpose without the written consent of the Landlord.
18. The Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
19. The Tenant shall not keep any animal, bird or pet on the premises without the written consent of the Landlord. (Note: written consent of the Body Corporate Committee will be necessary in an own-your-own unit).
20. The Tenant shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Tenant for collection by the Local council or Health Department and returned to its allotted place.
21. The Tenant shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
22. The Tenant shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.
23. The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
24. The Tenant shall allow the Landlord or his Agent to put on the premises a notice or notices 'to let' during the last month of the term of this Agreement. The Tenant shall also allow the Landlord or his Agent to put on the premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement and permit access to the premises by the Landlord or his Agent to present the property to prospective purchasers or Tenants upon 24 hours' notice or by Agreement with the Tenant and the Landlord or the Landlord's Agent.
25. The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the premises for the Tenant's purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.

26. No consent or waiver of any breach by the Tenant of the Tenant's obligations under the Residential Tenancies Act 1997 shall prevent the Landlord from subsequently enforcing any of the provisions of the Agreement.
27. The Tenant agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the Tenant shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Landlord. The Standard Rules of the Subdivision (Body Corporate) Regulations, if not amended, apply to all Bodies Corporate.
28. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the Landlord may, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the Tenant at least 60 days notice of the increase.
29. This Agreement may be amended only by an Agreement in writing signed by the Landlord and the Tenant.
30. The Tenant shall at the Tenant's expense replace all lighting tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
31. The Tenant agrees to fully and regularly maintain and water the garden area, including the trees and shrubs, to mow the lawn and to remove all garden rubbish from the property.
32. If the Tenant wishes to vacate the premises at the expiration of this Agreement the Tenant shall give the Landlord or Agent written notice of the Tenant's intention to vacate 28 days prior to the expiration of the Agreement. If the Tenant remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the Tenant must give written notice of the Tenant's intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the Tenant gives notice.
33. The Tenant acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the Tenant shall not refuse to pay rent on the ground that the Tenant intends to regard as rent paid by the Tenant, the Bond or any part of the Bond paid in respect of the Premises. The Tenant acknowledges that failure to abide by this section of the Act renders the Tenant liable to a penalty of \$1000.
34. The Tenant agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the property including common property. The Tenant also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to the original condition forthwith.
35. The Tenant must:
- check each smoke detector in the Premises weekly to confirm that it is kept fully operational. These checks are to ensure the safety of the Tenant and the security of the Premises.
 - replace the battery in each smoke detector on or about 1 January each year (or earlier if this becomes necessary).
 - immediately notify the Landlord/Agent of any faulty smoke detector (and confirm this advice to the Landlord/Agent in writing the same day).
36. The Tenant acknowledges that the Tenant shall insure their possessions. The Tenant also acknowledges that the Landlord's insurance policy will not provide cover for such possessions.
37. The TENANT agrees to have the carpets professionally steam cleaned at the end of their tenancy.
38. The TENANT agrees that upon moving into the property they will check the smoke detector/s is in working order, if not they must report it to this office immediately.
39. Water Restrictions: Stage 4 water restrictions are now in place in Mildura. Tenants must ensure that they comply with the Stage 4 water restrictions at all times and will be responsible for any breaches of the restrictions at the property (except in the case of flats where there is a Body Corporate) which may result in penalties by the relevant authorities. The tenant agrees to report to the agent any suspected breach of Stage 4 water restrictions at the property immediately for rectification by the landlord. A copy of the relevant Stage 4 water restrictions guidelines is hereby provided.

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SCHEDULE

- Item 1: **Date of Agreement:** 30th day of November 2007
- Item 2: **Landlord:** Name: Benn
(A.B.N. if landlord is a company) Address: **C/- 67 Lime Avenue, Mildura 3500**
- Item 3: **Agent:** Registered Business Name: **Collie & Tierney (Mda) Pty Ltd**
(A.B.N. if agent is a Company) **ABN 38 005 110 118**
Address: **67 Lime Avenue, Mildura 3500**
Telephone: **03 50212200** Facsimile: **03 50211213**
- Item 4: **Tenant (1):** Name: **Sherryn Mackay**
(A.B.N. if tenant is a company) Address: **2 Bass Court, Mildura VIC 3500**
Tenant (2): Name:
Address:
Tenant (3): Name:
Address:
Tenant (4): Name:
Address:
- Item 5: **Premises:** **1 Palm Terrace, Mildura VIC 3500**
Including chattels (attach inventory if necessary) **As per condition report**
- Item 6: **Rental:** **\$ 205 per week**
Payable on the _____ day of every week
From the termination date the rent will be increased to \$ _____ per week
- Item 7: **Commencing on:** 30th day of November 2007
- Item 8: **Rental payments to**
Landlord/Agent at: **67 Lime Avenue, Mildura**
(Address of landlord or agent)
- Item 9: **Bond:** **\$888 paid to Landlord/Agent on 30th day of November 2007**

Where there is more than one tenant the amounts they each contribute are listed here:

Name:	Amount:\$	Name:	Amount:\$
Name:	Amount:\$	Name:	Amount:\$

- Item 10: **Urgent repairs:** The Landlord authorises the Agent to undertake urgent repairs up to \$0.00
telephone/fax no. for urgent repairs Ph: 03 50212200 Fax: 03 50212113

Fixed Term Agreement

- Item 11: **Term** 12 Months
 - Item 12: **Commencement Date:** 30th day of November 2007
 - Item 13: **Termination Date:** 29th day of November 2008
- Periodic Tenancy**
- Item 14: **Commencement Date:** 30th day of November 2008
- Signed by the Landlord

In the presence of: _____
Signed by the Tenant  _____ (Witness)

In the presence of: _____
_____ (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 named Landlord
Of

Hereby Guarantee the punctual performance by the within named Tenant of all terms conditions and covenants contained in the above Agreement. You may without affecting my/our liability under this Agreement grant time or other concession to or compromise with the Tenant and this Guarantee shall be a continuing Guarantee in all respects.

Signed, Sealed and Delivered
By the Guarantor in the presence of: _____ (Witness)

The Tenant hereby acknowledges having received a copy of a Statement of Rights and Duties, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

 _____
Tenant/s

SCHEDULE

- Item 1: **Date of Agreement:** 29th day of November 2008
- Item 2: **Landlord:** Name: G & D Benn
(A.B.N. if landlord is a company) Address: C/- 67 Lime Avenue, Mildura 3500
- Item 3: **Agent:** Registered Business Name: Collie & Tierney (Mda) Pty Ltd
(A.B.N. if agent is a Company) ABN 38 005 110 118
Address: 67 Lime Avenue, Mildura 3500
Telephone: 03 50212200 Facsimile: 03 50211213
- Item 4: **Tenant (1):** Name: Sherryn Mackay
(A.B.N. if tenant is a company) Address: 1 Palm Terrace, MILDURA 3500
Tenant (2): Name: Address:
Tenant (3): Name: Address:
Tenant (4): Name: Address:
- Item 5: **Premises:** 1 Palm Terrace, MILDURA
Including chattels (attach inventory if necessary) As per condition report
- Item 6: **Rental:** \$ 205.00 per week
Payable on the _____ day of every week
From the termination date the rent will be increased to \$ _____ per week
- Item 7: **Commencing on:** Continuing from 29th day of November 2008
- Item 8: **Rental payments to Landlord/Agent at:** 67 Lime Avenue, Mildura
(Address of landlord or agent)
- Item 9: **Bond:** \$888.00 paid to Landlord/Agent on 30th day of November 2007

Where there is more than one tenant the amounts they each contribute are listed here:

Name:	Amount:\$	Name:	Amount:\$
Name:	Amount:\$	Name:	Amount:\$

- Item 10: **Urgent repairs:** The Landlord authorises the Agent to undertake urgent repairs up to \$0.00
telephone/fax no. for urgent repairs Ph: 03 50212200 Fax: 03 50212113

Fixed Term Agreement

- Item 11: **Term** 12 Months
- Item 12: **Commencement Date:** 29th day of November 2008
- Item 13: **Termination Date:** 28th day of November 2009

Periodic Tenancy

- Item 14: **Commencement Date:** 28th day of November 2009
- Signed** by the Landlord

In the presence of: _____ (Witness)

Signed by the Tenant _____ (Witness)

In the presence of: _____ (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 named Landlord
Of

Hereby Guarantee the punctual performance by the within named Tenant of all terms conditions and covenants contained in the above Agreement. You may without affecting my/our liability under this Agreement grant time or other concession to or compromise with the Tenant and this Guarantee shall be a continuing Guarantee in all respects.

Signed, Sealed and Delivered
By the Guarantor in the presence of: _____ (Witness)

The Tenant hereby acknowledges having received a copy of a Statement of Rights and Duties, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

Tenant/s

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