



VENDOR'S STATEMENT

MICHAEL FRANCIS & CATHERINE BARBARA CALLAHAN

2 / 8 JOHN MONASH BOULEVARD, MILDURA VIC 3500

**Maloney Anderson Legal
43 Deakin Avenue
MILDURA VIC 3500**

Tel: 03 5021 6200

Ref: LKC:KL 25-1601

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

1. General Condition 23

- 1.1 For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

2. General Condition 28

- 2.1 General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

3. Guarantee

- 3.1 If the Purchaser is an incorporated body other than a company listed on the Australian Stock Exchange the Purchaser shall procure not less than two of its directors or two of the members of its committee (as the case may be) to execute a Guarantee and Indemnity of the obligations of the Purchaser in the form of the Guarantee and Indemnity annexed and marked with the letter "A".

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This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act* 1962 as at 30 October 2018.

Section 32 Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked “+” below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included.

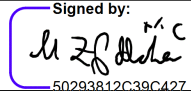
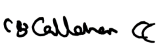
“Nil” may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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.

LAND

2 / 8 John Monash Boulevard, Mildura VIC 3500
being all of the land contained in Lot 7 on Plan of Subdivision 611621K as more particularly described in Certificate of Title Volume 11121 Folio 183

+ Vendor's name	Michael Francis Callahan & Catherine Barbara Callahan	Date / /
+ Vendor's signature	Signed by:  50293812C39C427... Signed by:  085AA53FG8DF46D...	24/9/2025
+ Purchaser's name		Date / /
+ Purchaser's signature		

Important information

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1. FINANCIAL MATTERS

1.1. **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them)
Particulars of the amount of any rates, taxes, charges or other similar outgoings affecting the land and any interest payable on them:

a) Their total does not exceed:	\$6,000.00
b) Their amounts are as follows:	

	Authority	Amount	Interest (if any)
(1)	Mildura Rural City Council	See attached Rates Notice	NIL
(2)	Lower Murray Water	See attached Rates Notice	NIL
(3)	ACE Body Corporate	See attached Certificate	NIL

- c) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included in items 1.1 (a) or (b) 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.
 - (ii) Water Consumption.
 - (iii) Land Tax.

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

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.

1.3. **Terms Contract**

Not Applicable.

1.4. **Sale Subject to Mortgage**

Not Applicable.

1.5. **Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

Not Applicable.

2. INSURANCE

2.1. **Damage and Destruction**

Not Applicable.

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

2.2. **Owner-Builder**

Not Applicable.

3. **LAND USE**

3.1. **Easements, Covenants or Other Similar Restrictions**

A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) is in the attached copies of title document/s.

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

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

3.2. **Road Access**

There is access to the property by road.

3.3. **Designated Bushfire Prone Area**

The land is NOT in a designated bushfire prone area under section 192A of the *Building Act* 1993.

3.4. **Planning Scheme**

The required specified information is as follows:

(a)	Name of planning scheme	see attached Planning Property Report
(b)	Name of responsible authority	see attached Planning Property Report
(c)	Zoning of the land	see attached Planning Property Report
(d)	Name of planning overlay	see attached Planning Property Report

4. **NOTICES**

4.1. **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:

Are as follows:

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

4.2. **Agricultural Chemicals**

Not Applicable.

4.3. Compulsory Acquisition

Not Applicable.

5. BUILDING PERMITS

Not Applicable.

6. OWNERS CORPORATION

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

Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owners Corporation Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.²

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

7.1. Work-in-Kind Agreement

Not Applicable.

7.2. GAIC Recording

Not Applicable.

8. SERVICES

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

- ☐ Electricity supply
- ☐ Gas supply
- ☐ Water supply
- ☐ Sewerage
- ☒ Telephone services

9. TITLE

Attached are copies of the following documents:

9.1. Registered Title

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

10. SUBDIVISION

Not Applicable.

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

11. DISCLOSURE OF ENERGY INFORMATION

Not Applicable.

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to 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 section 32 statement but the checklist may be attached as a matter of convenience.)

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 11121 FOLIO 183

Security no : 124127966917D
Produced 10/09/2025 03:24 PM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 611621K.
PARENT TITLE Volume 11073 Folio 462
Created by instrument PS611621K 28/02/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MICHAEL FRANCIS CALLAHAN
CATHERINE BARBARA CALLAHAN both of 3 POLLYS WAY MILDURA VIC 3500
AR070514D 29/05/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR070515B 29/05/2018
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 PS611621K 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 8 JOHN MONASH BOULEVARD MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

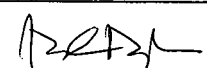
eCT Control 00009E NATIONAL AUSTRALIA BANK
Effective from 29/05/2018

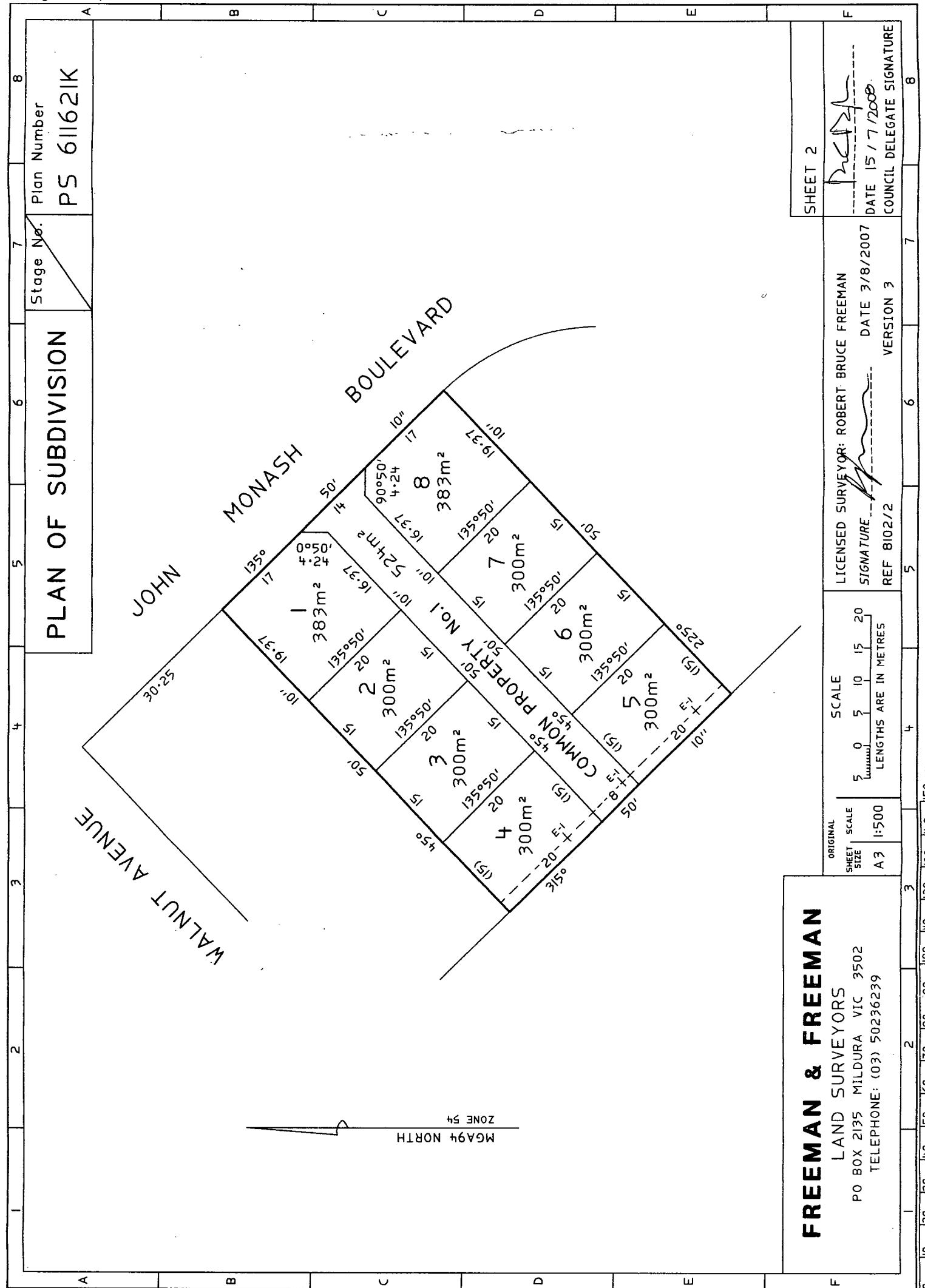
OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS611621K

DOCUMENT END

The information supplied by Maloney Anderson Legal has been obtained from Dye & Durham Solutions Pty Ltd by agreement between them. The information supplied has been obtained by Dye & Durham Solutions Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

PLAN OF SUBDIVISION			Stage No. / LR use only EDITION 1	PS611621K 19/02/2009 \$1596.20 PS 
Location of Land Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 2 (PART) Title References: Vol. 11073 Fol. 462 Last Plan Reference: PS 605773U (LOT 2) Postal Address: JOHN MONASH BOULEVARD MILDURA, 3500 MGA94 Co-ordinates: E 603640 (Of approx. centre of plan) N 6214120 Zone 54		Council Certification and Endorsement Council Name: MILDURA RURAL CITY COUNCIL Ref: S01215 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 Subdivision Act 1988 has / has not been made. (III) The requirement has been satisfied. (III) The requirement is to be satisfied in Stage Council Delegate  Council seal Date 15 / 7 / 2008 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date / /		
Vesting of Roads or Reserves				
Identifier		Council/Body/Person		
NIL		NIL		
Notations				
Depth Limitation: DOES NOT APPLY		Staging This is is not a staged subdivision Planning Permit No. P07/455		
<u>OTHER NOTATIONS:</u> THE RESERVATIONS AND CONDITIONS CONTAINED IN INSTRUMENT OF TRANSFER No. 304017 IN THE REGISTER BOOK AFFECT ALL THE LAND ON THIS PLAN.		LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS Survey:- This plan is / is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s). In Proclaimed Survey Area no. _____		
Easement Information				
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	2	PS 605773U	LOWER MURRAY URBAN & RURAL WATER CORPORATION
LICENSED SURVEYOR: ROBERT BRUCE FREEMAN REF 8102/2 VERSION 3 DATE 3/8/2007 SIGNATURE 				LR use only _____ Statement of Compliance / Exemption Statement Received ☒ Date 19 / 2 / 09 LR use only _____ PLAN REGISTERED TIME 11.06AM DATE 28 / 2 / 09 K.A. Balachandiran Assistant Registrar of Titles Sheet 1 of 2 Sheets  DATE 15 / 7 / 2008 COUNCIL DELEGATE SIGNATURE Original sheet size A3
FREEMAN & FREEMAN LAND SURVEYORS PO BOX 2135 MILDURA VIC 3502 TELEPHONE: (03) 50236239				





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 10/09/2025 03:25:03 PM

OWNERS CORPORATION 1
PLAN NO. PS611621K

The land in PS611621K is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 8.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

ACE BODY CORPORATE MANAGEMENT (MILDURA), UNIT 2 143 LANGTREE AVENUE MILDURA VIC 3500

AW005010J 01/09/2022

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:

OC003640V 28/02/2009

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/09/2025 03:25:03 PM

OWNERS CORPORATION 1
PLAN NO. PS611621K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Total	80.00	80.00

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.

For the period 1 July 2025 to 30 June 2026



033
1056291
DLX2-493



EMERGENCY SERVICES AND VOLUNTEERS FUND
 Milpitas City Council is giving \$100,000 of
 Emergency Services and Volunteers Fund Act 100 to
 collect these fees on behalf of the State Government.

e-Notices

Your eNotices Reference Number:

D21018D10W

mildura.annotices.com.au/login

1st Instalment: \$660.33

Or Pay in Full: \$2,641.38

Internal Use Only



Call Centre: 1800 808 830
(incl. 24 Hour Faults & Emergencies)



lmw.vic.gov.au
E contactus@lmw.vic.gov.au

URBAN ACCOUNT

Date Of Issue 8/07/2025



MR MF CALLAHAN &
MRS CB CALLAHAN
3 POLLYS WAY
MILDURA VIC 3500

X 5669 154 860 19/8/25

Reference No: 055061

Amount Due: \$208.47

Due Date: 12-AUG-2025

Tariffs and Charges Notice
1st Quarter 2025/26
01/07/2025 - 30/09/2025

POST *850 700550619

Property Address : U 2/8 JOHN MONASH BOULEVARD MILDURA VIC 3500 (Prop:55061) - Urban Account
Lot 7 PS 611621K Vol 11121 Fol 183

Water Service Tariff
Sewerage Service Tariff

Charge	Balance
61.87	61.87
146.60	146.60

TOTAL OWING \$208.47



Payments/Credits since last Notice \$203.14
New tariff rates have been applied from 1 July. For more info go to www.lmw.vic.gov.au/billing-and-charges

Payment Slip - Methods of Payment
Online at lmw.vic.gov.au - Pay your Account

055061
U 2/8 JOHN MONASH BOULEVARD MILDURA VIC 3500 (Prop:55061) - Urban
Account



*850 700550619 \$208.47



Direct Debit
Please contact your local office



Centrepay
Use Centrepay to arrange regular deductions
from your Centrelink payment.
Simply call our Call Centre: 1800 808 830

Amount Due

\$208.47



Billpay Code: 0850
Ref: 7005 5061 9

Pay in person at any Post Office



Biller Code: 78477
Ref: 7005 5061 9

Payment Ref: 7005 5061 9

By Phone

Call 1800 808 830 (03) 8572 0582 See reverse for

2025 Land Tax Assessment Notice

For land held in joint ownership

STATE
REVENUE
OFFICE
VICTORIA

ABN 76 775 195 331



7059371029017000072

033

MR MICHAEL FRANCIS CALLAHAN
3 POLLYS WAY
MILDURA VIC 3500



THIS NOTICE IS ISSUED TO YOU ON BEHALF OF:
MR MICHAEL FRANCIS CALLAHAN
MRS CATHERINE BARBARA CALLAHAN

Manage your land tax online

- View and pay assessments
- Apply for exemptions
- Update property ownership

sro.vic.gov.au/mylandtax

Paul Broderick
Commissioner of State Revenue

CUSTOMER NUMBER
QUOTE IF YOU CONTACT US

040513866

ASSESSMENT NUMBER
THIS CHANGES EVERY YEAR

82778330

ISSUE DATE

7 FEB 2025

TOTAL PAYABLE

INTEREST IS CHARGED ON LATE PAYMENTS

TWO WAYS TO PAY

1 IN FULL

PAY BY 2 MAY 2025

See payment methods listed at the
bottom of your assessment.

2 INSTALMENTS

SET UP BY 2 MAY 2025

Instalments can only be set up in our
online system **AutoPay** — allowing you
to schedule interest-free direct debit
payments for up to 38-weeks from the
issue date via a debit card, credit card
or bank account.

Choose from the following options:

4 EQUAL
INSTALMENTS



MONTHLY
INSTALMENTS



FORTNIGHTLY
INSTALMENTS



sro.vic.gov.au/autopay

PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®



Billers Code: 5249
REF: 82778330

Telephone and internet banking
Contact your bank or financial
institution to make this payment
from your cheque, savings, debit
or transaction account.
bpay.com.au

CARD



Customer No: 040513866
REF: 82778330

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

AUSTRALIA POST



Post
Billpay

Pay in-store
Take this notice to any Australia Post.
State Revenue Office (VIC) payment



*382 400 0082778330 9

Summary of assessment

Assessment number: 82778330

Period of assessment: 1 January 2025 to 31 December 2025

Land tax applies to land you owned on 31 December 2024.

2025 calculation

Total taxable value

Total calculation of land tax

2025 tax payable

For land tax rates, visit sro.vic.gov.au/landtaxrate

CURRENT LAND TAX RATES

YOUR total taxable value (refer Statement of lands)	YOUR land tax payable calculation rate (refer blue row highlighted below)
< \$50,000	Nil
\$50,000 to < \$100,000	\$500
\$100,000 to < \$300,000	\$975
\$300,000 to < \$600,000	\$1,350 plus 0.3% of amount > \$300,000
\$600,000 to < \$1,000,000	\$2,250 plus 0.6% of amount > \$600,000
\$1,000,000 to < \$1,800,000	\$4,650 plus 0.9% of amount > \$1,000,000
\$1,800,000 to < \$3,000,000	\$11,850 plus 1.65% of amount > \$1,800,000
\$3,000,000 and over	\$31,650 plus 2.65% of amount > \$3,000,000

LAND TAX ACT 2005 AND TAXATION ADMINISTRATION ACT 1997

SRO.VIC.GOV.AU | PHONE 13 21 61 DURING BUSINESS HOURS (AEST)

ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria.

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

sro.vic.gov.au/landtax

AMENDING DETAILS

You can update your details online:

- address
- contact details
- claim or remove an exemption
- add or remove land you own

sro.vic.gov.au/mylandtax

YOUR RIGHT TO OBJECT

If you have a concern about your assessment, there are different ways to object depending on what aspect you disagree with.

VALUATIONS

If you disagree with the valuation of your property, you can lodge an objection online within **2 months** of receiving your assessment. The Commissioner of State Revenue has no discretion to accept late objections.

sro.vic.gov.au/valueobjection

OTHER OBJECTIONS

If you disagree with another aspect of your assessment, you can lodge a written objection within **60 days** of receiving your assessment. An objection is a formal avenue of dispute resolution requiring you to explain the grounds of your objection.

sro.vic.gov.au/assessment

OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.

JOINT OWNERS

As a joint and individual owner of land, you may receive more than one assessment. For information about how we assess joint owners visit sro.vic.gov.au/jointowners



Statement of lands for period 1 January 2025 to 31 December 2025

Assessment number: 82778330
Level of value date: 1 January 2024

Lands owned as at midnight 31 December 2024 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax.

Item	Address/Municipality	Land ID/References	Single holding tax [†]	Proportional tax ^{††}	Taxable value
1	UNIT 2, 8 JOHN MONASH BVD, MILDURA, 3500	037095054 7 S611621	\$975.00	\$588.40	\$133,000
2					
3					
Total taxable value					

Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must notify us within 60 days of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting sro.vic.gov.au/assessment

Explanation of codes (for details, go to sro.vic.gov.au/codes)

[†] SINGLE HOLDING TAX	^{††} PROPORTIONAL TAX	PPR
This is the amount of tax you would pay on the one property. This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.		
Land Tax Principal Place of Residence exemption		

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

OWNERS CORPORATION CERTIFICATE

Owners Corporation Number: PS611621K

Owners Corporation Address: 6-8 John Monash Boulevard, Mildura, Vic, 3500

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

Applicant for the Certificate: Landata on behalf of Maloney Anderson Legal

Address for the delivery of the Certificate: landata.online@servictoria.com.au

Date that the application was received: 10/09/2025

Reference: John Monash OC – 78061038-013-5

This certificate is issued for Lot 7, Unit 2/8 John Monash Boulevard, Mildura Vic, 3500 on Plan No PS611621K.

1. The current levy fees for the above Lot are \$1,605.00 per annum. The financial year is 01/07/2025 to 30/06/2026.
2. The levy fees paid as at 18/09/2025 for the current financial year: Nil
3. **Outstanding levy fees as at 18/09/2025: \$401.25.**
4. **Levy Fees yet to be issued for 01/10/2025 to 30/06/2026: \$1,203.75.**
5. The following special fees for levies have been struck and are payable on the dates indicated below: Nil
6. The Owners Corporation has performed or is about to perform repairs, work or act which may incur an additional charge to that set out above in the annual fees. Nil
7. The Owners Corporation presently has the following insurance cover: - Coverage Summary attached.

Name of Company:	CHU Underwriting Agencies Pty Ltd
No of Policy:	41570
Kind of Policy:	Residential Strata Insurance
Buildings Amount:	\$3,000,000
Public Liability Amount:	\$30,000,000
Buildings Covered:	All buildings on PS611621K
Renewal Date:	01/05/2026
8. The total funds held by the Owners Corporation at 18/09/2025 were \$10,839.82. Refer to attached Statement of Financial Position.
9. Are there any liabilities of the Owners Corporation, other than those shown in other parts of the certificate? No
10. Are there any current contracts, leases, licences or agreements affecting the common property? No
11. The Owners Corporation has not made any agreement to provide services to members, occupiers or the public for a fee.
12. Are there any notices or orders served on the Owners Corporation in the past 12 months that have not been satisfied? No
13. Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? No
14. No proposal has been made for the appointment of an administrator except as follows:- Not applicable
15. The Owners Corporation has resolved to appoint Ace Body Corporate Management the Manager of the Owners Corporation.

THE COMMON SEAL of OWNERS CORPORATION NO PS611621K

was affixed in accordance with section 20(1) and section 21(2A) of the

Owners Corporations Act 2006 and in the presence of:

Signature of Owners Corporation Manager: -



Bruce Watson - Owners Corporation Manager

Business Licensing Authority Certificate of Registration Number 000968



Date: 19 / 09 / 2025

Attachments: Schedule 3 – Statement of Advice for prospective purchasers, Model Rules, Insurance Coverage Summary, Statement of Financial Position, and AGM Minutes dated: 10/09/2025.

Owners Corporations Regulations 2018

S.R. No. 154/2018

Schedule 3 - Statement of Advice and Information for Prospective Purchasers and Lot Owners

Regulation 17

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY
DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD
SEEK EXPERT ADVICE.**

Owners Corporations Regulations 2018

S.R. No. 154/2018

Schedule 2 - Model rules as applying to 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.

1.4 Smoke Penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

[Sch. 2 rule 1.4 inserted by S.R. No. 147/2021 reg. 14.]

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

[Sch. 2 rule 1.5 inserted by S.R. No. 147/2021 reg. 14.]

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.
7. The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

[Sch. 2 rule 4.1(7) inserted by S.R. No. 147/2021 reg. 15(1)]

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.
3. The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
[Sch. 2 rule 5.2(3) inserted by S.R. No. 147/2021 reg. 15(2)]
4. The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
[Sch. 2 rule 5.2(4) inserted by S.R. No. 147/2021 reg. 15(2)]
6. The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.
[Sch. 2 rule 5.2(5) inserted by S.R. No. 147/2021 reg. 15(2)]

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 28 calendar days after the dispute comes to the attention of all the parties.

[Sch. 2 rule 7(5) amended by S.R. No. 147/2021 reg. 15(3)]

- 5A. A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

[Sch. 2 rule 7(5A) inserted by S.R. No. 147/2021 reg. 15(4)]

6. A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- 6A. Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

[Sch. 2 rule 7(6A) inserted by S.R. No. 147/2021 reg. 15(5)]

- 6B. The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
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***.

Client:

OC611621
C/ - Ace Body Corporate Mildura
PO BOX 3377
Mildura VIC 3502

Contact Details:

Account Broker: Mia Cabral
Email: m.cabral@resolutepropertyprotect.com.au
Phone: 03 8646 0298

Policy Type: Residential Strata PICA
Policy Number: 41570
Client Reference: VIC - 4304

Period of Insurance: From: 01/05/2025
To: 01/05/2026

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

Insured: OC611621
Situation Address: 6-8 John Monash Boulevard, Mildura, VIC, 3500
No. of Units / Lots: 8

Policy Details:

Policy 1:	Insured Property - Building	\$3,000,000
	Insured Property - Loss of Rent/Temporary Accommodation (15%)	\$450,000
	Insured Property - Community Property (Common Area Contents):	\$30,000
	Insured Property - Optional Paint Benefit (NSW only):	Not Insured
Policy 2:	Public or Legal Liability:	\$30,000,000
Policy 3:	Voluntary Workers - Limit	\$300,000
	Voluntary Workers - Weekly Benefit	\$3,000
Policy 4:	Workers Compensation (NSW, ACT, TAS & WA Only)	Not Insured
Policy 5:	Fidelity Guarantee:	\$250,000
Policy 6:	Office Bearer's Legal Liability:	\$5,000,000
Policy 7:	Machinery Breakdown:	\$10,000
Policy 8:	Catastrophe Insurance - Insured Property	Not Insured
	Catastrophe Insurance - Extended Cover – Community Income/Temp:	Not Insured
	Catastrophe Insurance - Accommodation/Storage	Not Insured
	Catastrophe Insurance - Cost of Storage & Evacuation	Not Insured
Policy 9:	Government Audit Costs	\$25,000
	Appeal Expenses – Common Property - Health and Safety Breaches:	\$100,000
	Legal Defence Expenses:	\$100,000



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

Excesses:

Legal Defence Expenses each and every claim:	\$1,000
Policy 1 - Insured Property. Standard Excess:	\$2,000
Machinery Breakdown any event of any kind:	\$1,000
Flood Excess:	\$2,000

Insurer Details:

Policy Wording:	QM562-1023
Insurer:	CHU Underwriting Agencies Pty Ltd
Supporting Insurer:	QBE Insurance (Australia) Limited
Proportion:	100%
Commission:	\$606.91

Important Notices:

Policy Conditions and Exclusions

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

Insurance Brokers Code of Practice & External Dispute Resolution Service

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

Very Important Notice

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or be reasonably expected to know, is relevant to the insurer's decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of insurance.

Your duty, however, does not require disclosure of matters:

- that diminish the risk to be undertaken by the insurer;
- that is common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know; or
- as to which compliance with your duty is waived by the insurer

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from its commencement.

Liability Insurance

Claims occurring and claims-made

Most types of insurance are written on a **claims occurring basis**. This means that you are indemnified for a loss if the incident giving rise to the loss occurs during the period of cover. The claim can be reported anytime in the future. Traditionally Public Liability contracts are written on a claims occurring basis.

An alternative type of insurance cover to claims occurring is that provided on a **claims-made** basis. This means that you are indemnified for a loss if the incident is reported to the insurer during the period of cover. Traditionally Professional Indemnity, Directors & Officers and Association Liability Insurance contracts are written on a **claims-made** basis.

Hold Harmless

A "hold harmless" clause is a statement in a legal contract asserting that one party agrees to hold the other party free from the responsibility for any liability or damage that might arise out of the transaction involved. This may clause might prejudice or exclude your insurer's right of recovery and you should not enter into any such agreements. Please refer to your broker if you need assistance with reviewing contracts.



Statement of Financial Position - Group

As at 19/09/2025

John Monash Owners Corporation PS611621K

6-8 John Monash Boulevard, Mildura VIC 3500

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	(774.00)
Owners Equity--Admin	8,240.84
	<u>7,466.84</u>
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	0.00
Owners Equity--Maintenance	2,971.73
	<u>2,971.73</u>
Net owners' funds	<u><u>\$10,438.57</u></u>
Represented by:	
Assets	
Administrative Fund	
Cash at Bank--Admin	7,805.59
	<u>7,805.59</u>
Maintenance Fund	
Cash at Bank--Maintenance	3,034.23
	<u>3,034.23</u>
Unallocated Money	<u>0.00</u>
<i>Total assets</i>	<u>10,839.82</u>
Less liabilities	
Administrative Fund	
Prepaid Levies--Admin	338.75
	<u>338.75</u>
Maintenance Fund	
Prepaid Levies--Maintenance	62.50
	<u>62.50</u>
Unallocated Money	<u>0.00</u>
<i>Total liabilities</i>	<u>401.25</u>
Net assets	<u><u>\$10,438.57</u></u>



ACE BODY CORPORATE MANAGEMENT
PROFESSIONAL PERSONAL SERVICE

Owners Corporation PS611621K (John Monash)
6-8 John Monash Boulevard Mildura Vic 3500

12th September 2025

Dear Owner

Below are the **Minutes** of the Annual General Meeting (AGM) of Owners Corporation PS611621K (John Monash) held at 10.00am on Wednesday 10th September 2025 at Ace Body Corporate Management Mildura, 143 Langtree Avenue, Mildura, VIC, 3500.

Minutes of Annual General Meeting

1. Meeting attendance

a. Present

Robert Allen (Lot 1), Corrado Angeletti (Lot 2), Kevin Brown (Lot 5), Nathan Jones (Lot 6) and Bruce Watson of Ace Body Corporate Management (Mildura).

b. Proxies

Nil

c. Apologies

Nil

d. Quorum & Entitlement to Vote

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

2. Election of Chairperson for the AGM

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

For: all, **Against:** None

3. Confirm receipt and approve minutes for the previous AGM held 27th August 2024.

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

For: 3, **Against:** None **Lot 2 not present at the previous meeting.**

4. Confirm receipt and approve Manager's Report

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

For: all, **Against:** None

5. Confirm receipt and approve financial statements for the year ending 30th June 2025.

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

For: all, **Against:** None

6. Building & liability insurance

- a. Discussed insurance cover details (Building Sum Insured last increased in October 2024 to \$3M-).
- b. Sought approval to renew the insurance policy when premium becomes due.
- c. In the event of a claim the relevant lot owner would pay the applicable excess.

Resolution: The Owners Corporation resolves to renew the existing insurance policy in line with the rate of building cover recommended in an insurance valuation (and for other covers as suggested by the insurer in the renewal notice).

Manager to refer to the Chairperson when insurance renewal comes in next year, should the premium requested exceed reasonable market expectations, or a more favourable offer is recommended through our broker.

For: all, **Against:** None

- d. Insurance replacement valuation report was discussed to ensure property is adequately insured

According to the *Owners Corporation Act 2006 – SECT 59 - Reinstatement and Replacement Insurance* legislation requires that buildings are insured for their full replacement and reinstatement value.

A Professional Insurance Valuation by a Sworn Valuer is required under the Owners Corporation Act to be obtained every five years or earlier as determined by the Owners Corporation to ensure the buildings remain adequately insured and that insurance coverage is adjusted accordingly.

Please Note: An Insurance replacement valuation report was carried out in September 2021 by WBP Group with an insured value of \$2,630,000.

Motion: That the Owners Corporation **DOES** obtain an insurance valuation report **prior to maturity of the policy in May 2026**. If an insurance valuation is obtained that the building sum insured is adjusted if necessary.

For: all, **Against:** None

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

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

7. Repairs, maintenance, works & other matters

- a) **Grounds/Garden Maintenance: - Resolved** that lot owners would continue to be responsible for their own individual front garden areas with the front nature strip to be maintained by True Blue Lawn & Garden Care.
- b) **Other Maintenance Matters: -**
 - Noted that the trees on the front nature strip were now growing however would need regular watering once the warmer months commenced. **Resolved** that both Robert and Kevin would speak with their tenants to see if they were prepared to take on this role and advise the Manager.
 - Noted that Kevin was about to commence some improvements to the garden in his back yard area however the works should not have any impact on the common area.

For: all, **Against:** None

PLEASE NOTE: Gutter Cleaning, White Ant/Pest Inspections and Air Conditioner Servicing are a lot owner responsibility.

8. Safety Matters.

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

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

For: all, **Against:** None

The Owners Corporation acknowledges that the Owners Corporation manager will not issue a Work Order or engage any contractors for the provision of any goods or services, unless they have complied with the minimum requirements set out in the table below.

<i>Minimum requirements (as aligned to the recommended criteria as advised by Safe Work Australia)</i>	<i>Must be registered as a business for tax purposes in Australia.</i> <i>Must have a minimum \$10 million Public & Product Liability Insurance (in respect of each and every occurrence and unlimited in aggregate for any one period of cover).</i> <i>Must have a minimum \$1 million Professional Indemnity Insurance (where applicable).</i> <i>Must have Statutory Workers Compensation Insurance for all employees.</i> <i>Must hold all licenses as relevant to services provided.</i> <i>Must accept the Owners Corporation's Terms and Conditions of engagement.</i>
<i>Definitions:</i>	<i>Contractor: means a person or organization that is engaged, on a temporary basis, to undertake a particular task and includes consultants who provide recommendations and/or specialist professional advice.</i> <i>Work Order: means a written order providing specific or blanket authorization to a contractor to proceed with the provision of specific goods or services without further instructions.</i>

The Owners Corporation, through its Committee, take full responsibility for the engagement and direction of Contractors who have not achieved the Minimum Requirements and understand and acknowledge the associated risks.

The strata manager will take no responsibility for any consequences arising from the engagement of any contractors and will not perform any services other than to provide the administration tasks in relation to the payment of invoices raised by those contractors.

9. Annual Budget – 2025/2026 Financial Year

The following amended budget was approved.

Administration Fund	Last Budget 2024/2025	Actual 2024/2025	Proposed Budget 2025/2026	Amended Budget 2025/2026
Admin – Agent Disbursements	\$496.00	\$496.00	\$496.00	\$496.00
Admin – Agent Disburst - Other	\$0.00	\$66.00	\$0.00	\$0.00
Admin – Management Fees - Standard	\$1,984.00	\$1,984.00	\$1,984.00	\$1,984.00
Admin – Other Expenses - Admin	\$160.00	\$160.00	\$160.00	\$160.00
Insurance Premiums	\$5,800.00	\$4,543.21	\$5,000.00	\$5,000.00
Insurance Valuation	0.00	0.00	0.00	600.00
Maint Grounds – Lawns & Gardening	\$950.00	\$924.00	\$1,000.00	\$1,000.00
Maint – Allowance 1.	\$466.00	\$945.65	\$1,000.00	\$1,000.00
Utility – Electricity 2.	\$400.00	\$92.71	\$600.00	\$600.00
Total Administrative Fund	\$10,256.00	\$9,211.57	\$10,240.00	\$10,840.00
Total Maintenance Fund	\$2,080.00	\$0.00	\$2,000.00	\$2,000.00
Total	\$12,336.00	\$9,211.57	\$12,240.00	\$12,840.00

1. Expense overbudget due to new globes being installed & replacement of stones in the front garden of unit 1
 2. Expense under budget due to VIC AUS Gov Bill relief of \$325.00 received and an Energy Australia Customer Goodwill Rebate of \$70.00 negotiated by Ace Body Corporate.

Total Revenue Budget

Revenue	Last budget 2024/2025	Proposed Budget 2025/2026	Amended Budget 2025/2026
Administration Fund	\$10,256.00	\$10,240.00	\$10,840.00
Maintenance Fund	\$2,080.00	\$2,000.00	\$2,000.00
Total	\$12,336.00	\$12,240.00	\$12,840.00

Motion: That the Owners Corporation approve the budget as adjusted at the meeting. Further, that the Manager has the authority to raise a special levy if there are insufficient funds to meet the ongoing working capital requirements for the Owners Corporation.

For: all, **Against:** None

10. Lot Owner Fees – 2025/2026 Financial Year

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

Lot No	Unit No	Lot Liability	Admin Fund	Maintenance Fund	Approved Annual fee 2025/2026
1	1/6	10	\$1,355.00	\$250.00	\$1,605.00
2	2/6	10	\$1,355.00	\$250.00	\$1,605.00
3	3/6	10	\$1,355.00	\$250.00	\$1,605.00
4	4/6	10	\$1,355.00	\$250.00	\$1,605.00
5	4/8	10	\$1,355.00	\$250.00	\$1,605.00
6	3/8	10	\$1,355.00	\$250.00	\$1,605.00
7	2/8	10	\$1,355.00	\$250.00	\$1,605.00
8	1/8	10	\$1,355.00	\$250.00	\$1,605.00
Total to be Raised		80	\$10,840.00	\$2,000.00	\$12,840.00

Motion: That the Owners Corporation approve the lot owner fees as adjusted by the Meeting and that the fees be payable in quarterly instalments as follows: September 2025, December 2025, March 2026, and June 2026

For: all, **Against:** None

Please Note: The Contribution amounts shown may vary slightly due to rounding.

11. General Business

a. Election of Committee & Chairperson for the Owners Corporation

Motion: That the Owners Corporation elect the following Chairperson (lot owner or person who holds proxy for a lot owner): Robert Allen (Lot 1).

For: all, **Against:** None

b. Election of Secretary for the Owners Corporation

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

For: all, **Against:** None

c. Overdue contributions (arrears)

- i. Presented arrears report – Nil Arrears or Insert details if required.
- ii. Discussed approval for manager to recover debts

Motion: The Owners Corporation resolves to take all necessary steps to recover any money owed to the Owners Corporation that is a debt due to the Owners Corporation, in any court of competent jurisdiction, including but not limited to VCAT or the Magistrate Court, in accordance with section 30 of the Owners Corporations Act 2006. The Owners shall provide delegated authority to the Manager of the Owners Corporation to instruct legal representatives to commence such proceedings.

For: all, **Against:** None

Please Note: The Owners Corporation would always consider financial hardship on a case by case basis with a view to obtaining a suitable payment plan. However full details must be submitted in writing for approval by the Owners Corporation prior to any arrangement being agreed too.

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

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

For: all, **Against:** None

e. Report Disputes to Meeting – (Part 10, Owners Corporations Act 2006)

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

f. Special & unanimous resolutions – none proposed

g. Delegations

Resolution: That the Owners Corporation delegate the powers and functions of the Owners Corporation to the elected members of the Committee and/or the Chairperson in accordance with the Owners Corporations Act 2006 Section 11, except where a special or unanimous resolution is required. This delegation will remain in force until the next Annual General Meeting when the Committee and/or Chairperson are elected.

For: all, **Against:** None

h. Other business - Nil

i. Close of meeting – as there was no further business to discuss, the meeting was closed at 10:50 AM.

**firstnational**
REAL ESTATE

Collie & Tierney



Residential Rental Agreement (no more than 5 years) - LEASE RENEWAL

Residential Tenancies Act 1997 Section 26(1)*Residential Tenancies Regulations 2021* Regulation 10(1)

- This is your residential rental agreement. It is a binding contract under the ***Residential Tenancies Act 1997*** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

Part A – Basic Terms

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

1. Date of original agreement

25/05/2022

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the Rental Provider

2/8 John Monash Boulevard, Mildura VIC 3500

3. Rental Provider Details

Full name(s) or

Company Name: **Michael & Catherine Callahan**ACN (if applicable): **-**

(Please fill out details below where no agent is acting for the rental provider)

Address: **C/O- 67 Lime Avenue Mildura VIC 3500**Phone Number: **(03) 5021 2200**Email Address: **coltie@ctfnre.com.au**

Rental Provider's Agent's Details (if applicable)

Full name(s) or

Company Name: **Collie & Tierney First National Real Estate**ACN (if applicable): **005 110 118**Phone Number: **(03) 5021 2200**Email Address: **coltie@ctfnre.com.au**

Note: The rental provider must notify the renter within 7 days if any of this information changes.

Renter/s Initial/s:  Date: 22/7/2024

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Renter 1
Full name: Rachel Ladd
Current Address: 2/8 John Monash Boulevard, Mildura VIC 3500
Phone Number: +61 400 034 110
Email Address: rachel.ladd90@gmail.com

Renter 2
Full name: -
Current Address: -
Phone Number: -
Email Address: -

Renter 3
Full name: -
Current Address: -
Phone Number: -
Email Address: -

Renter 4
Full name: -
Current Address: -
Phone Number: -
Email Address: -

5. Length of Agreement

☒ Fixed Term Agreement	Original Lease Date: 25/02/2022 (this is the date the original agreement started)
Lease Term: 12 months	Renewal Start Date: 01/08/2024
	End Date: 31/09/2025
☐ Periodic Agreement (monthly)	Start Date: -

6. Rent

Rent amount (\$) \$360.00, increasing on 01/08/2024 to \$370.00
(payable in advance)

Rent paid per ☒ week ☐ fortnight ☐ calendar month

Rent is to be paid once per ☒ week ☐ fortnight ☐ calendar month

Renter/s Initial/s:  Date: 22/7/2024

7. Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond Amount Paid and Lodged with the Residential Tenancies Bond Authority (RTBA) **\$1,430.00**
 Bond Paid Date (Original Lease Date): **25/05/2022**

Part B – Standard items

8. Rental Provider's Preferred Method of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

Please see below for the available methods of rent payment for **Collie & Tierney First National Real Estate**:

Direct Debit

Bank Deposit

Cheque or Money Order

BPAY

Other electronic form of payment, including Centrepay -

Payment details:

Account Name: Collie & Tierney

BSB: 063-520

Account Number: 00 000 200

9. Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?

- The rental provider must complete this section before giving the agreement to the renter.
- (Rental provider to tick as appropriate)

☒ Yes – insert email address, mobile phone number

Or other electronic contact details:

coltie@ctfnre.com.au

☐ No

9.2 Does the renter agree to the service of notices and other documents by electronic methods, such as email?

☒ Yes – insert email address, mobile phone number

Or other electronic contact details:

rachel.ladd90@gmail.com

☐ No

Renter/s Initial/s: Initial RL Date: 22/7/2024

10. Urgent Repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details).

Emergency contact name	Collie & Tierney First National Real Estate
Emergency phone number	(03) 5021 2200
Emergency email address	maint@ctfnre.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- Professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners' corporation (formerly body corporate)

Do owner's corporation rules apply to the premises? (Rental provider to tick as appropriate)

☒ No

☐ Yes

If yes, the rental provider must attach a copy of the rules to this agreement.

13. Condition report

The renter must be given two copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(Rental provider to tick as appropriate)

☒ The condition report has been provided

☐ The condition report will be provided to the renter on or before the date the agreement starts

Renter/s Initial/s:  Date: 22/7/2024

Part C – Safety-related activities

14 Electrical safety activities

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15 Gas safety activities

- This safety-related activity only applies if the rented premises contain any appliances, fixtures or fittings which use or supply gas.
- (a) The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
 - (i) Information on how each smoke alarm in the rented premises operates; and
 - (ii) Information on how to test each smoke alarm in the rented premises; and
 - (iii) Information on the renter’s obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the *Building Act 1993* require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

18 Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, at the rented premises.

- (a) The renter must not put up a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

- (a) If the rented premises is in a designated bushfire-prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (b) The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of renters and rental providers under the ***Residential Tenancies Act 1997*** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing.
- must keep the premises reasonably clean.

Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the agreement.

The renter:

- must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or interfere with safety devices on the premises.

Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting.

Locks

- The rental provider must ensure the premises:
 - has locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock, and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - family violence intervention order; or
 - family violence safety notice; or
 - recognised non-local DVO; or
 - personal safety intervention order.

Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

Urgent repairs

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2,500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if:

Renter/s Initial/s: _____

KL

Date: 22/7/2024

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2,500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
 - damage to the premises.
 - breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter can apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.
- Should the Renter arrange a date and time with a Contractor for any required works and are not available to grant access as organised the No Show Fee will be invoiced to and payable by the Renter.
- Should the Renter request for non-urgent repairs to be conducted outside of normal working hours or on Public Holidays incurring additional Call Out Charges these charges will be invoice to and payable by the Renter.

Assignment or sub-letting

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sublets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises.
- must not demand or receive a fee or payment for consent, other than reasonable expenses incurred by the assignment.

Rent

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

Access and entry

- The rental provider may enter the premises:
 - at any time, if the renter has agreed within the last 7 days.
 - to do an inspection but not more than once every 6 months.
 - to comply with the rental provider's duties under the Act.
 - to show the premises or conduct an open inspection to sell, rent or value the premises.
 - to take images or video for advertising a property that is for sale or rent.
 - if they believe the renter has failed to follow their duties under the Act.
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet

Renter/s Initial/s: ^{Initial}
RL Date: 22/7/2024

Part E – Additional terms

21 Further details (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

N/A

Note: If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

22 Signatures

This agreement is made under the ***Residential Tenancies Act 1997***.

Before signing you must read **Part D – Rights and obligations** in this form.

Rental provider

Signature of
rental provider 1

Signed by:
Melissa Ersoy
E8062532C70145A...

Date

17/7/2024

Signature of
rental provider 2

Date

Renter(s)

All renters listed must sign this residential rental agreement.

Signature of renter 1

Signed by:
Rachel Ladd
8C390B9A7238430...

Date

22/7/2024

Signature of renter 2

Date

Signature of renter 3

Date

Signature of renter 4

Date

Note: Each renter who is a party to the agreement must sign and date here. If there are more than four renters, include details on on extra page.

Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call Consumer Affairs Victoria on **1300 55 81 81**.

Property Disclosure for 2/8 John Monash Boulevard, MILDURA VIC 3500

Owners: Michael & Catherine Callahan

Last Requested: 15/07/24 12:27 PM, Last Completed: 16/07/24 7:00 PM

Have you engaged an agent to sell the rented premises or prepared a contract of sale, or is there is a proposal to sell the rented premises?

No

Has a mortgagee commenced a proceeding to enforce a mortgage over the rented premises, or has a mortgagee taken action for possession of the rented premises?

No

Are you the owner/s of the rented premises?

Yes

Is the rented premises or common property known by you to have been the location of a homicide in the last 5 years?

No

Does the rented premises comply with the rental minimum standards?

** Rental minimum standards are specified in Schedule 4 of the Residential Tenancies Regulations 2021. A copy of the Schedule can be found [here](#).*

Yes

Have you received a repair notice, in the last 3 years, relating to mould or damp in the premises caused by or related to the building structure?

No

What is the date of the most recent gas safety check?

29/03/2021

What is the date of the most recent electrical safety check?

04/03/2024

What is the date of the most recent pool barrier compliance check?

Not applicable

Are there any outstanding recommendations for work to be completed from a gas safety check?

No

Are there any outstanding recommendations for work to be completed from an electrical safety check?

No

Is the rented premises a registered place?

** Registered place means a place included in the Victorian Heritage Register under the Heritage Act 2017.*

No

The rented premises has been contaminated because of prior use of the rented premises for the trafficking or cultivation of a drug or dependence in the last 5 years?

No

The rented premises has friable or non-friable asbestos based on an inspection by a suitable qualified person?

No

The rented premises is to be affected by a building or planning application that has been lodged with the relevant authority?

** Affected is not limited to the rented premises and a rented premises may be affected by a building or planning application for a neighbouring or nearby property.*

No

Is the rented premises or common property known by you to be the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure, a description of the notice, order, declaration, report or recommendation (e.g. the presence of combustible cladding, water leaks or structural issues affecting the rented premises or common property)?

** Example: Any building notices or orders, reports or recommendations issued by the Victorian Building Authority, local councils, relevant building surveyors, or municipal building surveyors that relate to any building defects or safety concerns such as the presence of combustible cladding, water leaks or structural issues affecting the rented premises or common property.*

No

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 (Vic) which applies to or affects the rented premises?

No

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 (Vic) which applies to or affects the rented premises?

** Part 10 of the Owners Corporations Act 2006 describes the handling of disputes
Note: The "Not applicable" option should only be selected if there is no Owners Corporation.*

No

Initial


22/7/2024

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 23 September 2025 02:18 PM

PROPERTY DETAILS

Address: 2/8 JOHN MONASH BOULEVARD MILDURA 3500
Lot and Plan Number: Lot 7 PS611621
Standard Parcel Identifier (SPI): 7\PS611621
Local Government Area (Council): MILDURA
Council Property Number: 32924
Planning Scheme: Mildura
Directory Reference: Vicroads 534 J10

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

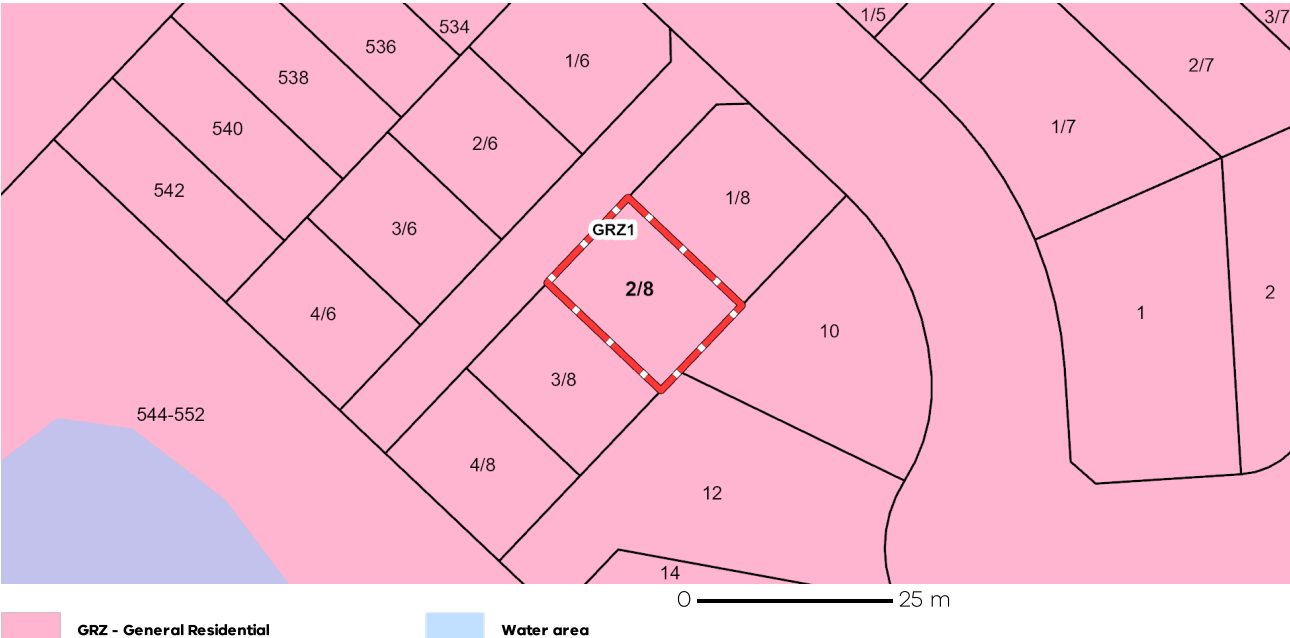
STATE ELECTORATES

Legislative Council: NORTHERN VICTORIA
Legislative Assembly: MILDURA
OTHER
Registered Aboriginal Part : First People of the Millewa-Mallee
Fire Authority: Fire Rescue Victoria & Country Fire Authority

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

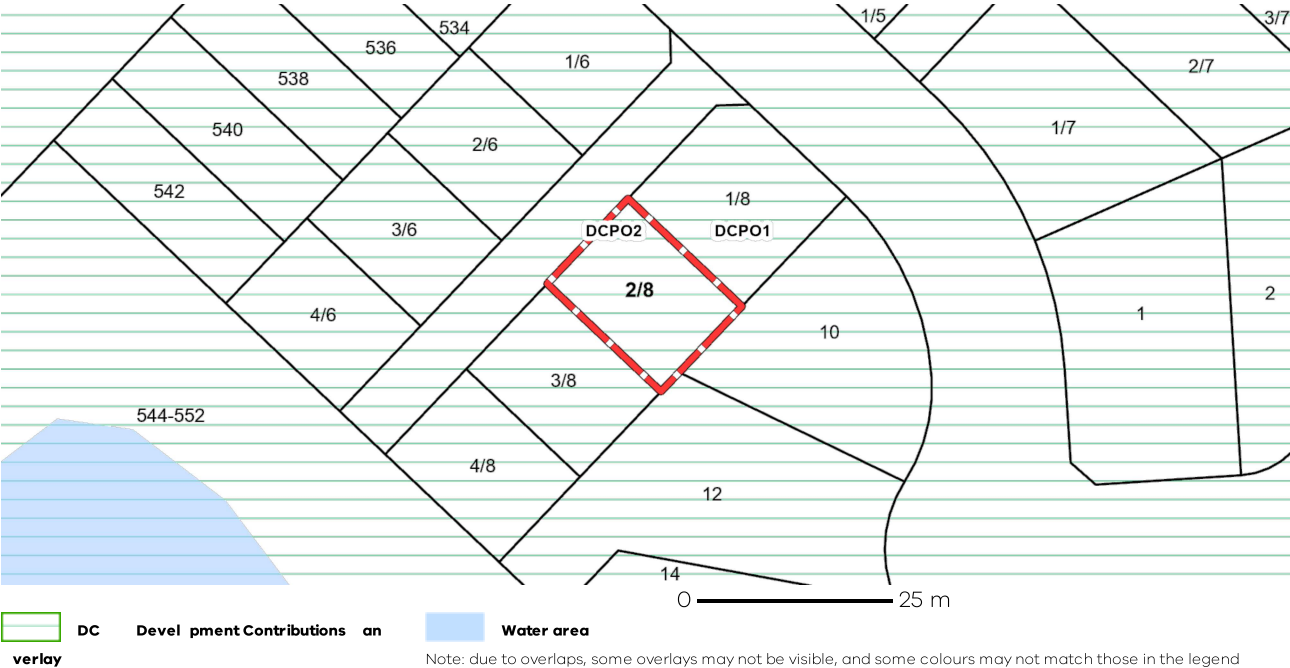


Not all labels for zones may appear on side. The actual zone - please compare the label with the legend.

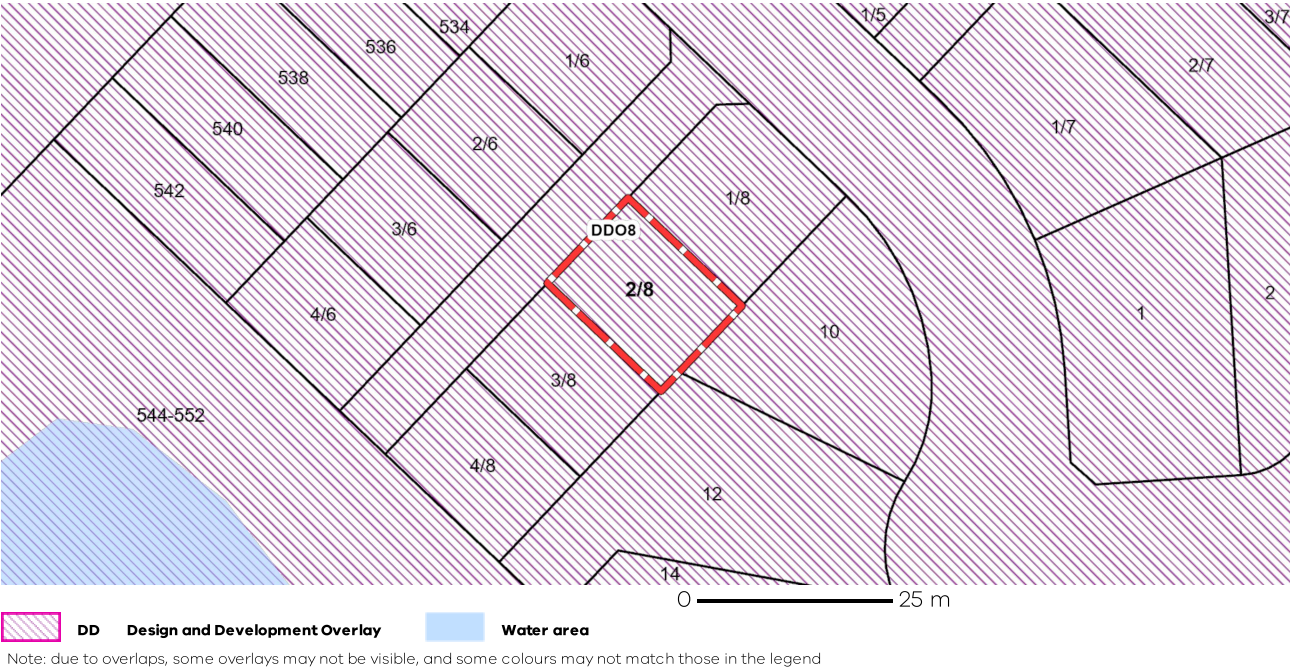
PLANNING PR PERTY REP RT

Planning overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)



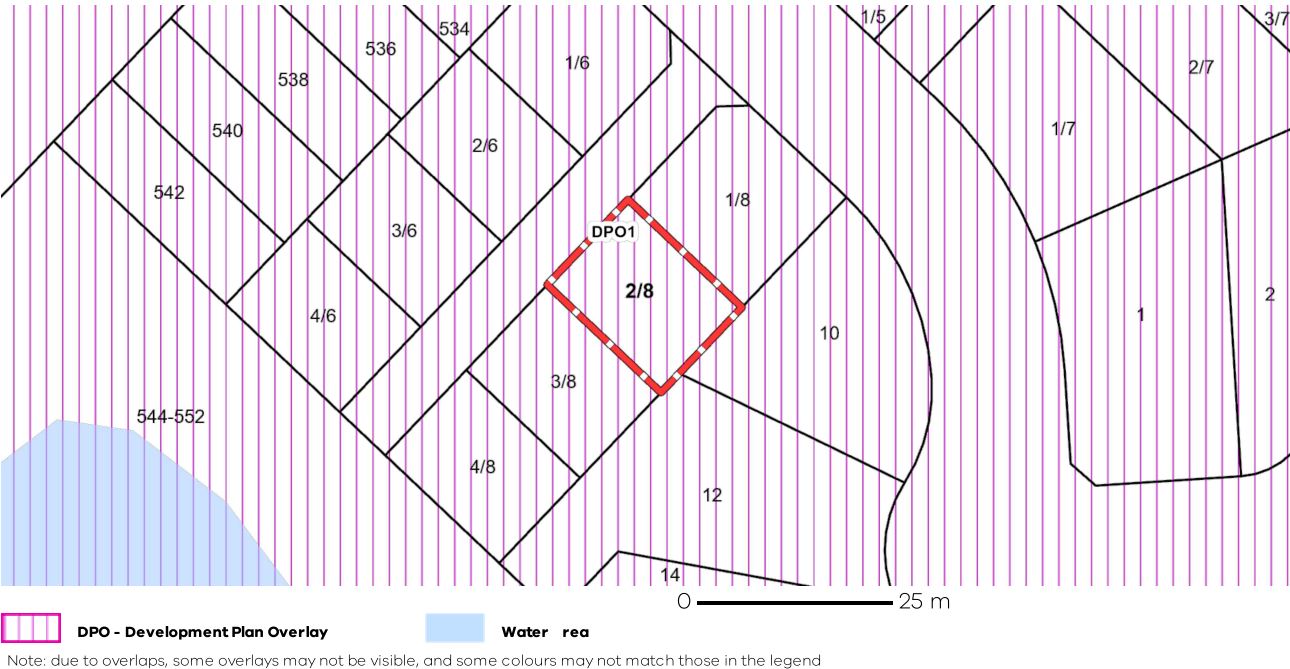
[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 \(DDO8\)](#)



PLANNING PROPERTY REPORT

Planning Overlays

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 \(DPO1\)](#)



[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)
[SPECIFIC CONTROLS OVERLAY - PS MAP REF SCO1 SCHEDULE \(SCO1\)](#)



PLANNING PROPERTY REPORT

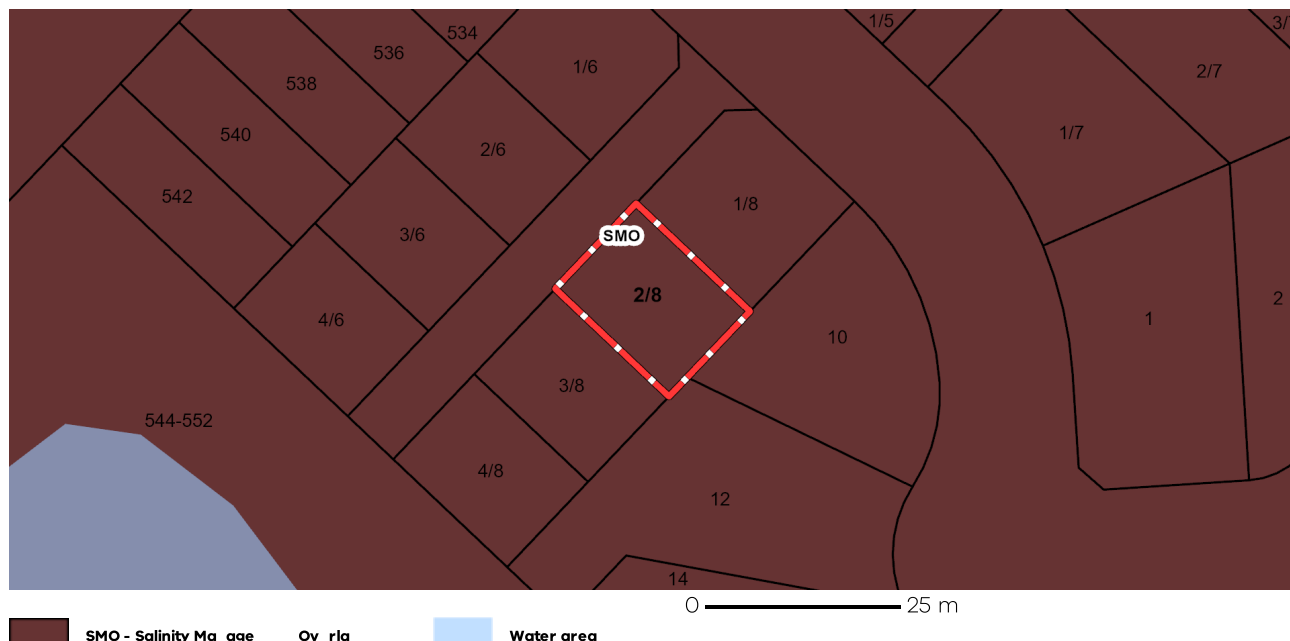


Department
of Transport
and Planning

Planning Overlays

[SALINITY MANAGEMENT OVERLAY \(SMO\)](#)

[SALINITY MANAGEMENT OVERLAY SCHEDULE \(SMO\)](#)



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 23 September 2025.

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.vic.gov.au/vicplan/>

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

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

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

PLANNING PROPERTY REPORT: 2/8 JOHN MONASH BOULEVARD MILDURA 3500

Page 4 of 5

PLANNING PROPERTY REPORT

Designate bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

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>.

Native Vegetation

Native plants that are indigenous to Victoria and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

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