



# Vendor Statement

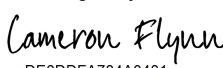
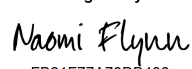
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

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

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

<b>Land</b>	UNIT 1, 56 KAY STREET, TRARALGON VIC 3844	
-------------	---	--

Vendor's name	Cameron James Flynn	Date
Vendor's signature	<div>DocuSigned by:  DE6DDFA784A0481...</div>	<div>/ / 27/3/2022</div>
Vendor's name	Naomi Jane Flynn	Date
Vendor's signature	<div>DocuSigned by:  FB21F77A78DB486...</div>	<div>/ / 27/3/2022</div>

Purchaser's name	Date
Purchaser's signature	<div>/ /</div>
Purchaser's name	Date
Purchaser's signature	<div>/ /</div>

## 1. FINANCIAL MATTERS

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

- (a) ☒ Their total does not exceed: \$4,000.00 plus usage

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

Not Applicable

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

Not Applicable

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

### 3.4 Planning Scheme

- ☒ Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

6.1 ☒ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

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

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

Not Applicable

## 8. SERVICES

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

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

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

## 10.2 Staged Subdivision

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

- (a) ☐ Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

## 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

*(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)*

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

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 vendor statement but the checklist may be attached as a matter of convenience.)*

Is attached

## 13. ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

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

Registered Search Statement Vol 11274 Folio 890

Plan PS641981

Due Diligence Check List

Owners Corporation Certificate

No GST Withholding Certificate

Residential Tenancy Agreement

Latrobe City Council Rates

Gippsland Water Rates

Property Report

# Due diligence checklist

## What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

## Urban living

### Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

### Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

## Rural properties

### Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

### Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

### Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

## **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.



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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

Page 1 of 2

VOLUME 11274 FOLIO 890

Security no : 124096203885N  
Produced 17/03/2022 01:50 PM

### LAND DESCRIPTION

Lot 6 on Plan of Subdivision 641981H.  
PARENT TITLES :  
Volume 09110 Folio 642 to Volume 09110 Folio 647  
Created by instrument PS641981H 02/06/2011

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
CAMERON JAMES FLYNN  
NAOMI JANE FLYNN both of 7 WILL STREET FOREST HILL VIC 3131  
AS596883C 08/10/2019

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV011052Q 12/11/2021  
WESTPAC BANKING CORPORATION

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 PS641981H FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 1 56 KAY STREET TRARALGON VIC 3844


### ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK  
Effective from 12/11/2021

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS641981H

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

Page 2 of 2

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DOCUMENT END







# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS641981H</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>17/03/2022 13:52</b>

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PS641981H

**PLAN OF SUBDIVISION**

UNDER SECTION 32A SUBDIVISION ACT 1988

STAGE No.

LRS USE ONLY

**EDITION 3****LOCATION OF LAND**

PARISH: TRARALGON

TOWNSHIP: \_\_\_\_\_

SECTION: \_\_\_\_\_

CROWN ALLOTMENT: 14(PART)

TITLE REFERENCES: C/Ts Vol 9110 Fol 642, Vol 9110 Fol 643  
Vol 9110 Fol 644, Vol 9110 Fol 645  
Vol 9110 Fol 646, Vol 9110 Fol 647

LAST PLAN REFERENCE/S: RP6497  
LOTS 1, 2, 3, 4, 5, 6 &  
COMMON PROPERTY

POSTAL ADDRESS: 56 KAY STREET  
(At time of subdivision) TRARALGON 3844

MGA Co-ordinates E 459,015 ZONE: 55  
(of approx centre of land N 5,772,625  
in plan)

**VESTING OF ROADS AND/OR RESERVES**

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

**COUNCIL CERTIFICATION AND ENDORSEMENT**

COUNCIL NAME: LATROBE CITY COUNCIL

REF: 2010/132

1. This plan is certified under Section 6 of the Subdivision Act 1988.

2. This plan is certified under Section 11(7) of the Subdivision Act 1988.  
Date of original certification under Section 6: / /

3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.

**OPEN SPACE**(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has has not been made.(ii) The requirement has been satisfied(iii) The requirement is to be satisfied in Stage \_\_\_\_\_

Council Delegate

Council Seal

Date 08/04/2011

Re-certified under Section 11(7) of the Subdivision Act 1988

Council Delegate

Council Seal

Date / /

**NOTATIONS**

STAGING This is/is not a staged subdivision.  
Planning permit No. 2010/132

DEPTH LIMITATION: DOES NOT APPLY

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES  
ARE DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

EXTERIOR FACE: BOUNDARIES MARKED E

UNDERSIDE CEILING: U

MEDIAN: ALL OTHER BOUNDARIES UNLESS OTHERWISE SHOWN

THE STRUCTURE OF THE WALLS SHOWN AS BOUNDARIES  
MARKED A ARE CONTAINED IN COMMON PROPERTY NO. 1.

THE STRUCTURE OF THE WALL SHOWN AS A BOUNDARY  
MARKED B IS CONTAINED IN LOT 4.

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.  
FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT  
AND LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND  
AND OWNERS CORPORATION ADDITIONAL INFORMATION.

SURVEY. THIS PLAN IS ~~AS NOT~~ BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 94, 180, 182 & 352  
IN PROCLAIMED SURVEY AREA No. \_\_\_\_\_

**EASEMENT INFORMATION**

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

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN  
EXCEPT LOT 7

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	1.00	THIS PLAN	LATROBE CITY COUNCIL

**LRS USE ONLY**

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED ☒

DATE: 18 / 05 / 2011

**LRS USE ONLY**

PLAN REGISTERED

TIME 2:05 PM

DATE 2 / 06 / 2011

D.REVELL  
Assistant Registrar of Titles

SHEET 1 OF 5 SHEETS



**Beveridge Williams**  
development & environment consultants

Traralgon ph : 03 5176 0374

www.beveridgewilliams.com.au

LICENSED SURVEYOR (PRINT) PIETER BRUCE VROEGOP

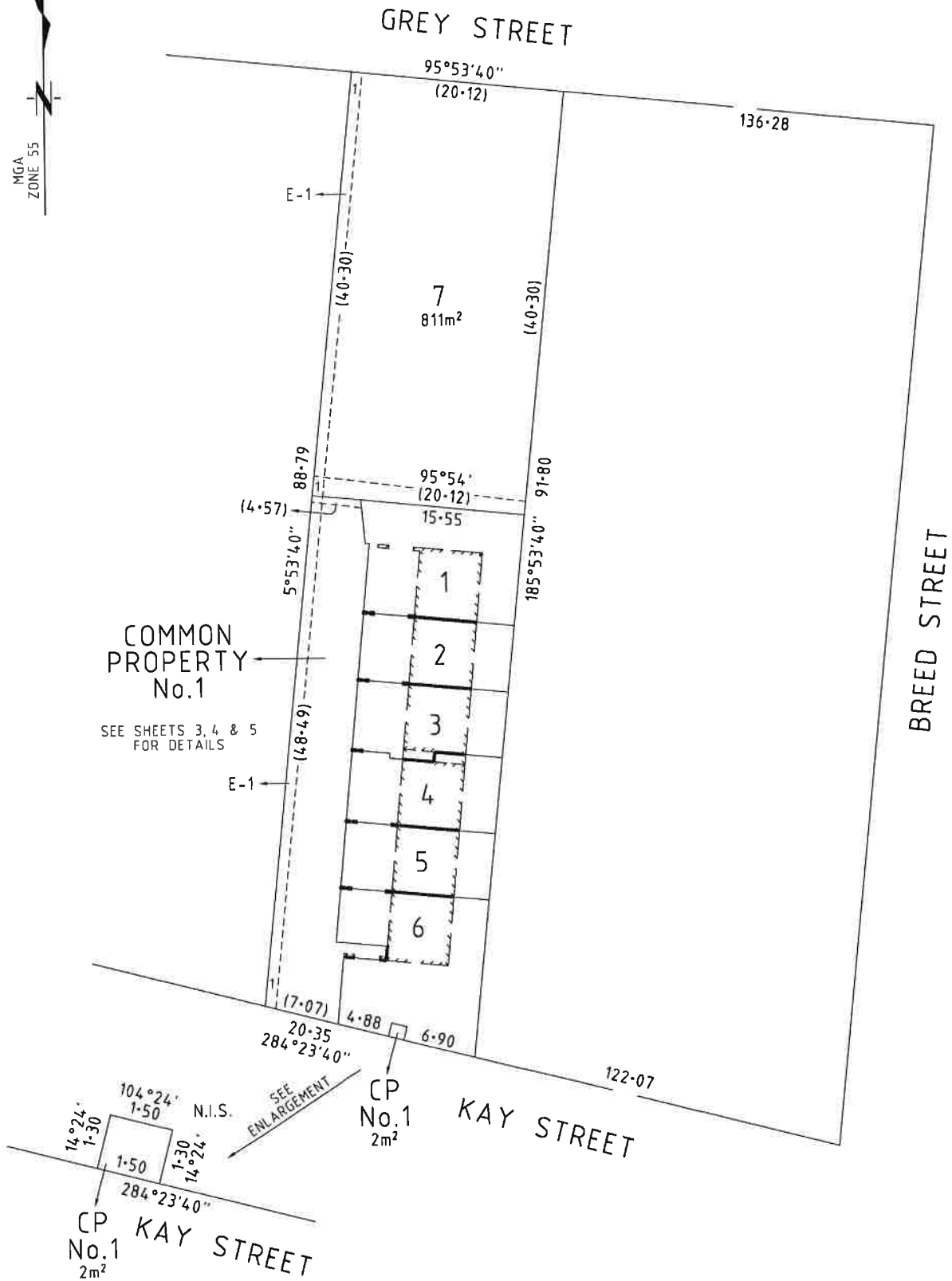
SIGNATURE *Pieter Bruce Vroegop* DATE 23/ 12/ 10

REF 1000092 VERSION 3

DATE 08 / 04 / 2011

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

**PS 641981H**

**Beveridge Williams**  
development & environment consultants

Traralgon ph : 03 5176 0374

www.beveridgewilliams.com.au

SURVEYORS REF  
1901346

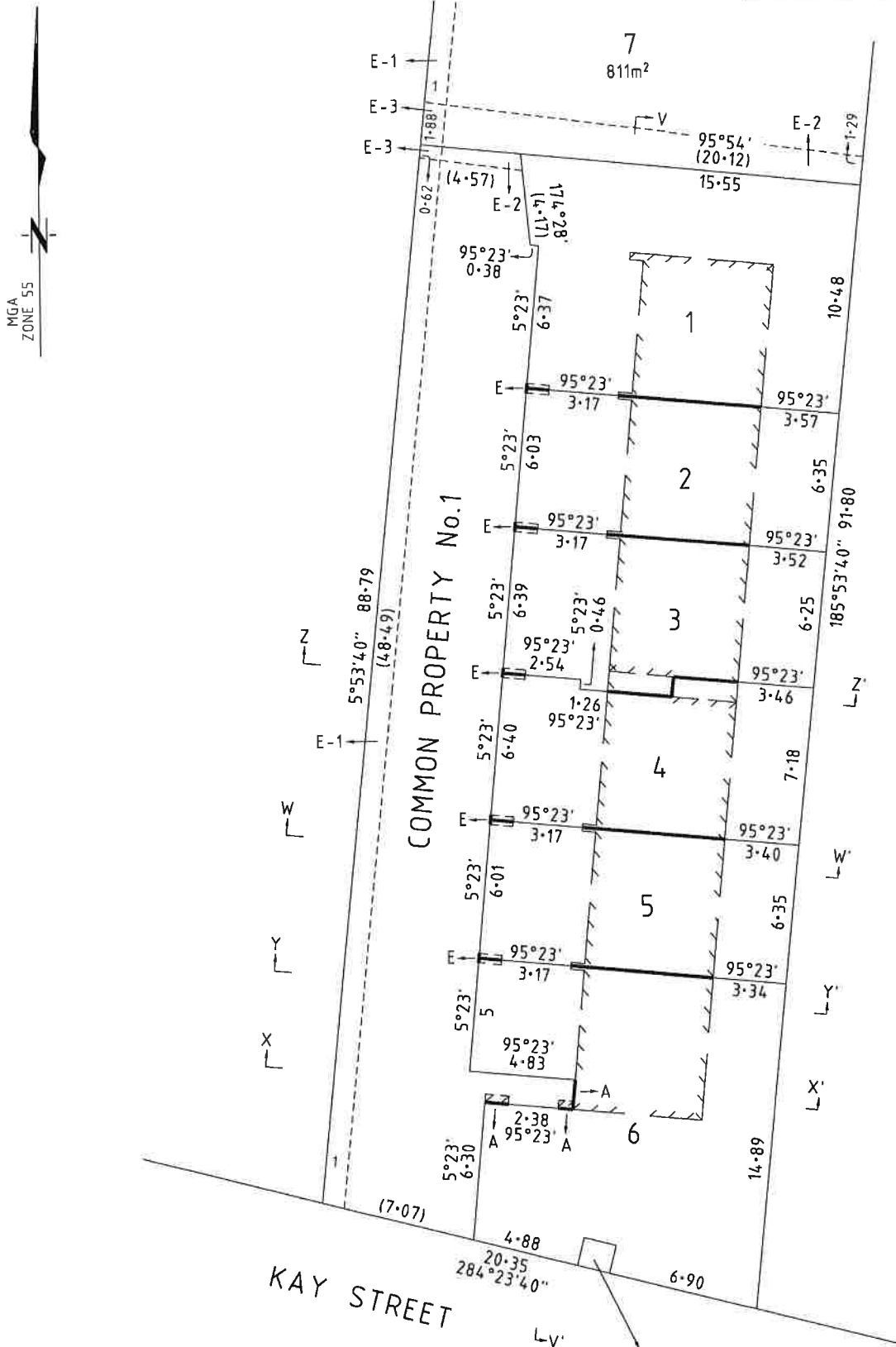
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4 0 4 8 12 16  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 2

LICENSED SURVEYOR: STEVEN JOHN WALLACE  
VERSION 1, DATE: 22/05/2020

**PS 641981H**

**DIAGRAM 1**  
GROUND LEVEL &  
GROUND STOREY



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development & environment consultants

Traralgon ph : 03 5176 0374

www.beveridgewilliams.com.au

SURVEYORS REF  
1901346

SCALE  
1 : 200

2 0 2 4 6 8  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 3

LICENSED SURVEYOR: STEVEN JOHN WALLACE  
VERSION 1, DATE: 22/05/2020







Where a charge is allocated for a Land Index search, there is no delivery of any type of certificate or document.  
It is listed as a certificate for charging purposes only.





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS641981H**

The land in PS641981H is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 6.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

2/41 BREED STREET TRARALGON VIC 3844

AN692202P 29/03/2017

### 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:

OC010841U 02/06/2011

### 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	42	40
Lot 2	39	40
Lot 3	39	40
Lot 4	39	40
Lot 5	39	40
Lot 6	42	40



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 17/03/2022 01:52:24 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS641981H**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	240.00	240.00

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.



**Ace Body Corporate Management (Gippsland Region)**

Phone: 03 5115 8300  
Email: [info.gippsland@acebodycorp.com.au](mailto:info.gippsland@acebodycorp.com.au)  
Postal: PO Box 2006, Traralgon, Vic, 3844  
ABN: 23 431 923 108

*Professional Personal Service*

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

Hilltop Conveyancing

23rd March 2022

Dear Hilltop Conveyancing

**Re: OWNERS CORPORATION CERTIFICATE - LOT 6, PLAN NO. PS 641981H**

In response to your request, we now attach an Owners Corporation Certificate for Lot 6 in Plan No. PS 641981H dated 23rd March 2022. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at [info.gippsland@acebodycorp.com.au](mailto:info.gippsland@acebodycorp.com.au). Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

Registered Manager

Full name: Adele Nippers

Company: Ace Body Corporate Management (Gippsland Region)

Address of registered office: P O Box 2006 Traralgon 3844

23/03/2022

Date

# OWNERS CORPORATION CERTIFICATE

*Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018*

**As at 23rd March 2022**

## 1. OWNERS CORPORATION DETAILS

Plan Number: PS 641981H

Address of Plan: 56 Kay Street TRARALGON VIC Victoria 3844

Lot Number this statement relates to:

Unit Number this statement relates to:

Postal Address: PO Box 2006 Traralgon 3844

## 2. CERTIFICATE DETAILS

Vendor: Cameron James Flynn & Naomi Jane Flynn

Postal Address for Lot 6: 7 Will Street Forest Hill Victoria 3131

Purchaser:

Person requesting Certificate: Hilltop Conveyancing

Reference:

Address:

Fax:

E-mail:

## 3. CURRENT ANNUAL LEVY FEES FOR LOT 6

### ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 6 are **1,168.00 per annum** commencing on 1 June 2021. Levies for this plan are raised over **1 periods**

Period	Amount	Due Date	Status
01/06/21 to 31/05/22	1,168.00	01/06/21	Paid

### Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 6.

**OWNERS CORPORATION CERTIFICATE**

(Continued)

As at 23rd March 2022

For Plan No. PS 641981H - Lot 6

**4. CURRENT LEVY POSITION FOR LOT 6**

Fund	Balance	Paid To
Administrative	0.00	31 May 2022
Maintenance Fund	0.00	
<b>BALANCE</b>	<b>0.00</b>	

**5. SPECIAL LEVIES**

There are currently no special levy fees due for Lot 6.

**6. OTHER CHARGES**

There are currently no additional charges payable by Lot 6 that relate to work performed by the owners corporation or some other act that incurs additional charge.

**7. FUNDS HELD BY OWNERS CORPORATION**

The owners corporation holds the following funds as at 23 March 2022:

Account / Fund	Amount
Administrative Fund	3,947.63
Maintenance Fund	0.00
<b>TOTAL FUNDS HELD AS AT 23 MARCH 2022</b>	<b>\$3,947.63</b>

**8. INSURANCE**

The owners corporation currently has the following insurance cover in place:

**Policy**

Policy No.	34943
Expiry Date	1-April-2023
Insurance Company	CHU Underwriting Agencies Pty Ltd
Broker	Whitbread Insurance Brokers
Premium	4263.45

**Cover Type****Amount of Cover**

Common Area Contents	25,300
Damage (i.e. Building) Policy	1,807,098
Fidelity Guarantee Insurance	250,000
Flood	Insured
Government Audit Costs	25,000
Government Audit Costs - Appeal Expenses	100,000
Government Audit Costs - Legal Defense Expenses	50,000
Loss of Rent	271,064
Lot Owner's Fixtures and Improvements	250,000
Machinery Breakdown Insurance	10,000
Property, Death and Injury (Public Liability)	30,000,000
Voluntary Workers Insurance	300,000 / 3,000

**Policy**

Policy No.	34943
Expiry Date	1-April-2022
Insurance Company	CHU Underwriting Agencies Pty Ltd

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 23rd March 2022

For Plan No. PS 641981H - Lot 6

Broker	Whitbread Insurance Brokers
Premium	3820.52

Cover Type	Amount of Cover
Common Area Contents	24,563
Damage (i.e. Building) Policy	1,754,464
Fidelity Guarantee Insurance	250,000
Flood	included
Government Audit Costs	25,000
Government Audit Costs - Appeal Expenses	100,000
Government Audit Costs - Legal Defense Expenses	50,000
Loss of Rent	263,169
Lot Owner's Fixtures and Improvements	250,000
Machinery Breakdown Insurance	10,000
Property, Death and Injury (Public Liability)	30,000,000
Voluntary Workers Insurance	300,000 / 3,000

## 9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

## 10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

## 11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

## 12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

Date of Agreement	Name of Service Provider	Agreement provided to	Status	Brief Description
01/04/2019	Shelley's Mowing	Lot Owners	Current	Lawn Mowing Common Area & Garden Maintenance

## 13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

## 14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

**OWNERS CORPORATION CERTIFICATE**

(Continued)

As at 23rd March 2022

For Plan No. PS 641981H - Lot 6

**15. APPOINTMENT OF AN ADMINISTRATOR**

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

**16. PROFESSIONAL MANAGER DETAILS**

Name of Manager: Ace Body Corporate Management (Gippsland Region)  
ABN / ACN: 23431923108  
Address of Manager: P O Box 2006 Traralgon 3844  
Telephone: 5115 8300  
Facsimile:  
E-mail Address: [info.gippsland@acebodycorp.com.au](mailto:info.gippsland@acebodycorp.com.au)

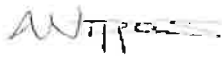
**17. ADDITIONAL INFORMATION**

The owners corporation provides the following information for the benefit of the purchaser:

Refer to the minutes of the last Annual General Meeting (attached)

**SIGNING**

The common seal of Plan No. PS 641981H, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Adele Nippers  
Company: Ace Body Corporate Management (Gippsland Region)  
Address of registered office: P O Box 2006 Traralgon 3844



Common Seal  
of Owners Corporation

23/03/2022

Date


**Ace Body Corporate Management (Gippsland Region)**

Phone: 03 5115 8300

PO Box 2006, Traralgon, 3844

info.gippsland@acebodycorp.com.au

ABN: 23 431 923 108

*Professional Personal Service*
[www.acebodycorp.com.au](http://www.acebodycorp.com.au)
**MINUTES OF ANNUAL GENERAL MEETING**

Owners Corporations Act 2006 Section 81, Owners Corporations Regulations 2018

**OWNERS CORPORATION PLAN NO. PS 641981H**
**56 Kay Street, Traralgon**

The meeting was held on Thursday, 11 February 2021 at 04:00 PM at Zoom.

<b>PRESENT:</b>	Lot 1	Geoff Hocking and Julie Hocking	Online Vote
	Lot 2	Geoff Hocking and Julie Hocking	Online Vote
	Lot 3	Geoff Hocking and Julie Hocking	Online Vote
	Lot 5	Geoff Hocking and Julie Hocking	Online Vote

**1.1. Quorum.:**

Noting of attendances, proxies, apologies and determination of a quorum.

**Quorum:** - (50% of owners must be present in person or by proxy)

A quorum for a general meeting is at least 50% of the total votes or if 50% of the total votes is not available the quorum is at least 50% of the total lot entitlement. All decisions made will be final decisions of the Owners Corporation. (OC Act 2006 - Section 77)

**1.2. Voting - a show of hands.:**

Motion that the method for voting be by show of hands and one owner one vote.

4 Yes   0 No   0 Abstain   0 Invalid

**1.3. Meeting Chairperson.:**

Motion to appoint manager to chair the meeting and to take minutes.

4 Yes   0 No   0 Abstain   0 Invalid



**OWNERS CORPORATION 1 PLAN NO PS.PS 641981H  
MINUTES OF ANNUAL GENERAL MEETING 2021**

**1.4. Electronic Communications and Correspondence.:**

Motion to ensure effective communication, Meetings, voting and other communications by electronic technologies, is approved.

4 Yes    0 No    0 Abstain    0 Invalid

**2. Adoption of Minutes.:**

Motion to accept that the minutes of the last annual general meeting of the Owners Corporation be taken as a true and accurate account of the proceedings of that meeting.

4 Yes    0 No    0 Abstain    0 Invalid

**3. Financial Statement.:**

The administration account balance (excluding prepaid levies) at the end of the financial year was \$1,123.73

Motion that the financial statement tabled for the period 31 MAY 2020 is accepted.

There are no outstanding levies

4 Yes    0 No    0 Abstain    0 Invalid

**4. Election of Committee - No Committee:**

Motion NOT to have a committee of the Owners Corporation.

4 Yes    0 No    0 Abstain    0 Invalid

**5.1. Managers' report.:**

The manager performed all the normal accounting (accounts payable & receivable), administrative, banking, general enquiries and record maintenance for the Owners Corporation.

- Convened, minuted and circulated minutes to members for the Annual General Meeting

- Prepared financial reports, prepared proposed budget

- Struck levies as resolved, collected and followed debt collection procedures

- Attended to management of expense payments; reconciled bank account

- Liaised with owners throughout the year, providing advice on OC Rules and general concerns raised by owners

- Re quoted insurance policy and renewed as instructed, provided Certificate of Currency upon request to owners

- Maintained the Owners Corporation Register and attended to all administrative duties, record keeping etc.

Grievance Report - No matters were referred to V.C.A.T.

**OWNERS CORPORATION 1 PLAN NO PS.PS 641981H  
MINUTES OF ANNUAL GENERAL MEETING 2021**

The sale of the common area drive extension is almost completed. We are waiting on final confirmation from the titles office that settlement can occur - The rear neighbour, Hector & Nancy Diaz, have offered \$18,000 plus full payment of all legal, surveyor and another associated costs with the sale and subdivision of the rear drive from the Owners Corporation. This income will be reportable by each lot owner at \$3,000 per lot.

Owners have previously determined works will fund a bitumen drive upgrade. Drive Replacement - A quote from Meggetto Asphaltting to replace the entire bitumen is \$14,780.00. A comparison quote will be obtained once funds are available from common area sale.

A concrete/brick apron (or stepping- stones) is required directly under the roof eaves as dripping rain water currently damages the bitumen drive. (General Business)

Exterior painting and repairs to the fascia boards were completed in May 2020. The total cost was \$13,159.55 and a special levy of \$7,500. A significant amount of savings was used to fund this maintenance.

Gutters were cleaned in June 2020 and gutter guards significantly increased the cost to \$1,305.00. The contractor recommends the gutter guard be totally removed as it is causing more issues and cleaning costs increase due to time taken to lift and reinstall.

Motion that the Managers report as tabled is accepted.

4 Yes    0 No    0 Abstain    0 Invalid

**5.2. Appointment of Owners Corporation Manager (OCM).:**

Motion that the owners corporation appoint Kideston Dairy Pty Ltd (A.B.N. 23 431 923 108) (Registered Manager No. 766) trading as Ace Body Corporate Management (Gippsland Region) in accordance with the Contract of Appointment for 1 year, the contract expires 11 FEB 2022 or is current until the next Annual General Meeting (whichever is the longer).  
Management Fee - \$1,200.00 p.a.

Motion that the Owners Corporation delegates to the Manager the powers and functions of the Owners Corporation necessary to enable the Manager to perform his duties in accordance with those of the Owners Corporation Act 2006 and the Contract of Appointment.

Motion Pursuant to OC Act 2006 - section 82 that the following decisions, in the interest of the Owners Corporation, can only be made at a General Meeting:    -    Appointment and Termination of a Manager

4 Yes    0 No    0 Abstain    0 Invalid

**OWNERS CORPORATION 1 PLAN NO PS.PS 641981H**  
**MINUTES OF ANNUAL GENERAL MEETING 2021**

**6.1. OH&S Obligations:**

Current Policy: Motion that the Owners Corporation discharges its obligations under the OHS Act 2004 by:

- a). Undertaking contractor validation utilising the manager's Contractor OH&S Checklist',
- b) Owners and Committee to undertake regular inspections and to monitor the safety of the common area. Faults will be reported to the manager and he is authorised to arrange repairs. If there are insufficient saving, Special Levies will be raised to fund these issues.

It was resolved NOT to obtain Safety Audit of common property or other professional services to perform OHS inspections.

Motion to reconfirm existing OHS policy.

4 Yes 0 No 0 Abstain 0 Invalid

**6.2. Essential Safety Measures (ESM):**

**Common Area Lighting:-** There is no common area lighting.  
(No common Power)

**Essential Services (Common Area):-** Inspections of Essential Services for the common area are carried out according to the Certificate of Occupancy. As required under the Building Act 1993, Building Regulations 2018, Australian Standards and Building Codes of Australia.

Motion that the Owners Corporation resolves that each owner is to ensure that the essential service items are attended to in accordance with the Building Act 1993, Building Regulations 2018, Australian Standards and Building Codes of Australia.

**Fire Appliances (Common Area):** N/A - Nil Installed

**Emergency Lighting Testing and Inspection (Common Area):** N/A

4 Yes 0 No 0 Abstain 0 Invalid

**7.1. Debt Recovery & Penalty Interest:**

**Penalty Interest:-** Pursuant to Section 29(1) & (2) of the Owners Corporation Act 2006, to charge penalty interest on monies owed by a member to the Owners Corporation after the due date for fees and charges. Penalty interest rate is set at the maximum rate of interest payable in accordance with the Penalty Interest Rate Act 1983. The rate under the Act is currently set at 10 %.

**Debt Recovery: -**

- a. Levy payment is required by the due date. Penalty Interest will be charged on any overdue amount. A reminder notice will be forwarded when

**OWNERS CORPORATION 1 PLAN NO PS.PS 641981H  
MINUTES OF ANNUAL GENERAL MEETING 2021**

approximately 15 days overdue.

b. When a Levy is more than 28 days overdue, a statement will be sent confirming interest is being charged on the overdue levy. A fee of \$30.00 will be charged and recoverable from the indebted lot owner.

c. When a Levy is more than 60 days overdue a Final Notice will be sent stating that the Owners Corporation intends to take action under Part 11 to recover the amount due. A fee of \$100.00 will be charged and recoverable from the indebted lot owner.

d. If no payment is made after 28 days from the date of the final notice, the Owners Corporation will make application to V.C.A.T. (via LFS Legal) for an order requiring the lot owner to pay all overdue fees, charges and interest owing. A letter confirming this action will be sent and the indebted lot owner charged \$30.00.

e. Where a lot is in arrears, and a Final Notice has been issued, any new levy is overdue after the due date of that new levy. When the new levy is more than 28 days overdue a Final Notice will be sent stating that the Owners Corporation intends to take action under Part 11 to recover the amount due. A fee of up to \$100.00 will be charged and recoverable from the indebted lot owner.

f. The costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the Owners Corporation Act 2006, will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due. VCAT action to recover a debt via LFS Legal and this initial cost is approximately \$650.00 payable by the indebted lot owner.

g. The manager has authority enter into payment plans (manager discretion) and is also authorised to remove small amounts of interest as a management tool. Penalty interest will not be charged on a payment plan that was authorised prior to levy being in arrears and the above policy does not apply. This debt policy will be re-activated when a payment plan is breached.

h. Third party debt collection agencies are authorised and cost of 7.5% to 10% of debt are payable to OC. This amount will be charged to the indebted lot owner. A site visit to owners address, by the debt collection agency, may be required at a cost not exceeding \$185.00. This amount will be charged to the indebted lot owner. All fees not recovered at VCAT will remain on the lot ledger and will be the responsibility of the indebted lot owner or any subsequent new owner.

Motion that the above penalty interest and debt recovery policy to be adopted.

4 Yes   0 No   0 Abstain   0 Invalid

**OWNERS CORPORATION 1 PLAN NO PS.PS 641981H  
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**7.2. Debt Recovery - Legal Action:**

**Current policy - Special Resolution (2017):** Motion that the Owners Corporation (PS 641981H) resolved to take legal action in a court of competent jurisdiction, against the registered and equitable owner of ANY Lot in Arrears in Owners Corporation (Plan PS 641981H) to recover unpaid fees, levies, interest administration fees, legal fees and breaches of the Owners Corporations Act 2006.

Motion to reconfirm the above debt recovery special resolution.

4 Yes 0 No 0 Abstain 0 Invalid

**8.1. Insurance.:**

Owners are informed on their current insurance cover: (attached) CHU

Insurance Claims Since Last AGM: Nil

Motion that the OC have Strata Insurance to cover all the private lots, common area infrastructure and public liability as per Owners Corporation Act, Section 4 (c) and 62. All excesses are payable by the affected lot owners as determined under the benefit rule.

4 Yes 0 No 0 Abstain 0 Invalid

**8.2. Insurance - Building Valuation.:**

**The valuation must be obtained every 5 years or earlier, as determined by the owners' corporation.**

**Motion Defeated** - Motion that a Building valuation be obtained and that the limits of cover are set according to the report and that a special levy be raised to fund the difference in premium.

0 Yes 4 No 0 Abstain 0 Invalid

**8.3. Insurance - Building Sum:**

Motion that the Building sum insured be retained as per the current level \$1,703,363.00

4 Yes 0 No 0 Abstain 0 Invalid

**OWNERS CORPORATION 1 PLAN NO PS.PS 641981H  
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**8.4. Insurance - Renew Options:**

Motion to renew insurance policy without further approval from the Owners Corporation. Renew as per Brokers' recommendation. (Broker obtains up to 4 comparative quotes)

4 Yes   0 No   0 Abstain   0 Invalid

**8.4. Alternatives for Insurance - Renew Options:**

**(Option A)**

The sum insured to be increased as per the insurance companies indexed sum insured recommendation.

4 A   0 B   0 Abstain

**9.1. Common Area Maintenance:**

Motion that the manager arrange common area minor building & general maintenance as per C.O.A. Accrued funds to be utilised. If there is insufficient accrued funds then a special levy will be issued.

4 Yes   0 No   0 Abstain   0 Invalid

**9.2. Lawn Mowing & Gardening:**

Motion that the manager is responsible to arrange lawn mowing, garden maintenance and tidiness or cleaning of the common property to a standard that does not affect the Aesthetics of the common area. The current contractor is to continue with existing service schedule.

Current Scope:      Approx 18 Lawn mows (nature-strip) Poison as required & leaves as above. The service to include weed spraying along driveway and clean driveway gutter at the end of Autumn. Owners to keep this area clean at other times of the year.

Current Contractor:      Shelley's Mowing

4 Yes   0 No   0 Abstain   0 Invalid

**9.3. Gutter Cleaning:**

Motion that the roof gutters are to be inspected on a yearly basis and cleaned as required.

(This is a maintenance issue which could effect insurance claims).

4 Yes   0 No   0 Abstain   0 Invalid

**OWNERS CORPORATION 1 PLAN NO PS.PS 641981H  
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**9.3. Alternatives for Gutter Cleaning:**

(Option B)

Motion that the manager is responsible to arrange this maintenance.

Current Contractor: Gippy Gutters Last serviced June 2020

4 Yes 0 No 0 Abstain 0 Invalid

**9.4. Gutter Guard:**

Gutters were cleaned in June 2020 and gutter guards significantly increased the cost to \$1,305.00. The contractor recommends the gutter guard be totally removed as it is causing more issues and increased cleaning costs due to time taken to lift and reinstall.

Motion to remove and NOT replace gutter guards next schedule gutter clean.

4 Yes 0 No 0 Abstain 0 Invalid

**9.5. Bitumen Drive Renovation:**

Owners have previously determined works will fund a bitumen drive upgrade. Drive Replacement - A quote (2019) from Meggetto Asphalt to replace the entire bitumen is \$14,780.00. A comparison quote will be obtained once funds are available from common area sale.

A concrete/brick apron (or stepping- stones) is required directly under the roof eaves as dripping rainwater currently damages the bitumen drive.  
(General Business)

Motion that the manager organise the replacement of the entire bitumen drive and install a concrete (or similar) apron under the roof eaves. A comparison quote will be obtained and the most competitive quote will be selected. Funds from the common area land sale will be used to fund the works. A special levy will be raised to fund any additional costs.

4 Yes 0 No 0 Abstain 0 Invalid

**OWNERS CORPORATION 1 PLAN NO PS.PS 641981H  
MINUTES OF ANNUAL GENERAL MEETING 2021**

**10. Proposed Budget:**

Owners Corporation Financial Year Ending: - 31/5/21

Motion that the proposed Administration Fund budget totalling \$6,552.00 per annum adopted. (attached) That the levy period, due date and amounts based on lot liability are as attached. Budget apportioned according to lot liability and commence at the start of the financial year. The levy period is also to commence at the start of the financial year.

The Administrative Fund Balance at the end of the financial year be approximately \$17,924.93  
(includes \$18,000 from land sale)

Motion that the Administration Fund plans on a maximum balance of approximately \$10,000 for contingencies.

Motion that all levies be paid in advance in yearly instalments, the first levy is due on 1st day of the financial year. Levies will continue at the same yearly rate or as required by the next proposed budget or until changed by a resolution of the Owners Corporation at a General Meeting.

Motion in accordance to Section 24 of the Owners Corporation Act 2006 that should there be a shortfall in the funds of the Owners Corporation to meet its statutory commitments, including maintaining a current insurance policy then the OCM may raise a special levy to meet the shortfall in funds to comply with that statutory and or contractual obligations.

**Next Budget estimated at \$7600**

4 Yes   0 No   0 Abstain   0 Invalid

Post Pay - All Post Office payments incur a \$2.75 fee.

**Please make cheques payable to:  
Owners Corporation for Plan No. PS 641981H**

By post: Mail this slip with your cheque to: DEFT Payment Systems,  
GPO Box 2174, MELBOURNE VIC 3001



**OWNERS CORPORATION 1 PLAN NO PS.PS 641981H  
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**11.1. Asbestos:**

Owners should note that a liability may exist in the event that a person residing, working in or visiting a building containing asbestos, that has not been properly managed, can identify that they contracted an asbestos related illness from the Owners Corporation. There is a requirement under Sect 226 of the OHS Regulations 2017 to identify whether asbestos is present. As the Owners Corporation is in charge of the common property an asbestos audit is required.

**Any buildings built before 2003 is considered to contain asbestos.**

*Owners aware of Asbestos, within their lots, are to notify manager of location of the Asbestos. Owners are to arrange for an inspection and to treat suspected Asbestos as per recommendation in the inspection report. This may be treatment or removal of the suspected Asbestos.*

**11.2. Asbestos - As the buildings were built before 2003 the following policy applies:**

**Current Policy:** Motion that in the common area the Owners Corporation can manage this by:

- i. Instruct each contractor that there is [NO / current] asbestos report and to assume that asbestos is present.
- ii. The manager is NOT authorised to have any suspected asbestos tested and a quote is to be obtained for the treatment or removal of such Asbestos.

Motion not to Obtain a report that identifies the location and type of asbestos.

Motion to reconfirm the above policy

4 Yes   0 No   0 Abstain   0 Invalid

**OWNERS CORPORATION 1 PLAN NO PS.PS 641981H  
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**12. General (Enduring)  
Resolutions:**

The following are enduring resolutions of the Owners Corporation which remain in place from year to year, unless the Owners Corporation resolves to change them:

**Roller Doors (AGM 2015):** - It was resolved that rollers doors are permitted on carports. The colour and style of the doors is to be consistent with the existing colour scheme. These doors must be installed by a qualified trade person.

**Letter Boxes (2019):-** Motion that each owner (or occupant) is responsible to clear mail and junk mail from their letter box.

**Exterior Lighting (2017):-** Motion that lot owners are authorised to install subtle solar or sensor lighting upon their lots and along the common area driveway / footpaths in front of their lots. Maintenance of these lights will be the lot owners responsibility.

**Rubbish Bins (2017):-** Motion that each lot is responsible for putting out and collecting their individual bins. Bins are to be put out the night before collection and returned ASAP after collection. Bins are to be kept within each lot boundary or other authorised area. Bins are not to be left in or within the view of the common area.

Council has the authority to fine occupants for rubbish bins that have been left on the nature strip and not returned to a person's property.

**Dumping of Rubbish:** - Members are reminded not to dump or leave rubbish on the common property.

**Collection of Fees and Bank Account (2019):-** Motion that the Manager (or the manager's delegate), pursuant to its appointment as manager for the Owners Corporation, is authorised to collect the fees for the Owners Corporation and to operate a bank account on behalf of the Owners Corporation.

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**13.1. Insurance Information:**

**Insurance:** - The manager discloses that he is an Authorised Representative (per Corporations Act 2001 and registered with A.S.I.C.) for the Insurance Company. The Financial Services Guide (FSG) and Product Disclosure Statement (PDS) are tabled at the meeting. Owners are advised they are available online or from the managers office. Please contact the manager if you require a copy of these documents.

**General Advice:-** Any advice I give is General Advice please read the P.D.S. before making a decision. All insurance claims are handled by either the manager or direct with the insurance company. Also that in the case of an emergency, such as storm or malicious damage, that the owners can call either the manager on 03 5115 8300 or direct to the insurance company emergency line Whitbread Brokers 03 8646 0271

**Owners Corporation Act requires Insurance valuations to be conducted every 5 years.**

The manager discloses that as an Authorised Representative we receive a commission of up to 20% of base premium for placing the insurance, processing and follow-up of insurance claims. The commission in no way affects the Owners Corporation insurance premiums.

**Manager advises that lot owners are responsible for their own insurance needs, including, but not limited to, contents and public liability insurance inside their lots. It is important that owners organise their own insurance.**

**13.2. Essential Services and OHS:**

Owners noted that the Owners Corporation is in charge of the common property that is a defined workplace under the Occupational Health and Safety Act. As an occupier of a workplace the Owners Corporation has an obligation to ensure that the workplace (common property) including the means of access and egress from the workplace are safe and without risk to the health and safety of visitors and workers alike. Workers include voluntary and contractors engaged by the Owners Corporation. Prosecution and or substantial fines may result should an incident occur.

The Owners Corporation reviewed its mandatory responsibility in accordance with the Building Act 1993, Building Regulations 2006 (Part 11) & OHS Act 2004, Section 21 (3) in relation to the fire services, safety and risk management including:

- Identifying hazards on common property;
- Assessing risks that may result because of the hazards;
- Deciding on control measures to prevent or minimise the level of the risks;
- Implementation of control measures;
- Monitoring and reviewing the effectiveness of the measures;
- Ensure that all Owners Corporation work is carried out by properly qualified tradespeople holding appropriate insurances.

**OWNERS CORPORATION 1 PLAN NO PS.PS 641981H  
MINUTES OF ANNUAL GENERAL MEETING 2021**

**13.3. General Information &  
Meeting Closure:**

**Rules:** - The Owners Corporation will be bound by the Special Rules (if applicable) of the Owners Corporation & Model Rules (2018) under the Owners Corporation Regulations 2018. Please contact manager if you require a copy.

All owners are reminded it is their responsibility to ensure all tenants are provided with a copy of the Model Rules and all owners, occupiers and tenants are bound by the Rules. A copy of the Rules are attached to the Owners Corporation Certificate (part of Section 32 documents).

**General Complaints - Breach of OC Rules:-** All breaches of OC Rules require a grievance meeting. The manager will issue a breach notice for any proven breaches of the Rules. The notice is subject to a \$60.00 Admin Fee charged to the lot owner of the offending lot via a special levy.

*Owners are responsible for the general tidiness, lawn mowing, garden maintenance and building maintenance within their own lots to a standard that does not affect the Aesthetics of the Owners Corporation. Owners are responsible to ensure tenants maintain the appropriate standard.*

**Owners Details:** - Members are reminded that it is the responsibility of the lot owners to insure their contact details (including e-mail address) are kept up to date on the Owners Corporation Register.

Manager's Professional Indemnity - Strata Managers - Insurer: Chubb Insurance Company of Australia Limited  
Policy Number: 93312084 Limit: \$5,000,000 Expiry date: 4.00 P.M on 1 July 2021

Owners are advised that the seal of the Owners Corporation is fixed to the following documents as required: -

- i. Contract of Appointment of the Owners Corporation Manager.
- ii. Owners Corporation Certificates.
- iii. Documents forwarded to the Titles Office.
- iv. Instrument of Delegation - To the Committee.

Motion that the manager is permitted to apply seal as required to above documents.

**Electricity & Gas Meter Numbers:-** New Owners and tenants sometimes have difficulty connecting power and gas services. The manager can record the MNI of their power meter and the gas meter number for each lot. Please forward these details if you want them stored on your file.

**OH&S:-** The Manager advises owners to be aware of their obligations under OH&S and Work-Cover Victoria when they engage the services of a contractor, especially to works carried out at height. It is advised that each owner (within their lot) is to ensure that all OH&S and Work-Cover requirements are adhered to in accordance with the Building Codes of Australia.

**Essential Services:-** It is advised that each owner (within their lot) is to ensure that the essential service items are attended to in accordance with the Building Codes of Australia. This includes but not limited to: Emergency Exit Lighting, Fire Doors and Walls, Paths of Egress, Air Conditioning units and extraction ducts and fans. Tested as required by relevant standards

**Fire Appliances:-** It is the responsibility of individual lot owners (within their lot) to ensure that the servicing of all fire appliances within their lots are

**OWNERS CORPORATION 1 PLAN NO PS.PS 641981H  
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carried out as per the essential services requirements of the Building Codes of Australia. This includes fire extinguishers, fire hoses and reels, hydrants, fire blankets, alarms, detectors and any other fire equipment. Tested every 6 months.

**Smoke Detectors:** - Members are reminded that smoke detectors are mandatory inside residential lots. They must be kept operational at all times as per provisions of Australian Standards AS3786. It is the responsibility of the lot owners to notify their tenants of this requirement. Please note that detectors have a 10 year expiry date and should be replaced if past expiry date.

**Parking:** - Members are reminded that there is no parking in common driveway (other than designated) and under no circumstances are the vehicles to be parked on the lawns. Members with tenants must advise their tenants as this is a breach of the Rules of the Owners Corporation.

Similar time for the next Annual General Meeting.

Zoom conference is the preferred option.  
(Zoom meetings - Mgt Fee fixed 3 yrs)

Closing time of the meeting 4.15 p.m.

# Insurance Report

**Owners Corporation for Plan No. PS 641981H**

**Policy number : 34943**

56 Kay Street TRARALGON VIC Victoria 3844

## Insurance Policy Details

**Policy Number:** 34943  
**Period of Insurance:** 1 April 2020 to 1 April 2021  
**Insurance Company:** CHU Underwriting Agencies Pty Ltd  
**Broker (if any):**  
**Amount of Premium:** \$ 3,632.72  
**Paid Date:** 20 March 2020

Policy Type	Amount of cover	Excess
Flood	selected	500.00
Lot Owner's Fixtures and Improvements	250,000.00	500.00
Government Audit Costs - Legal Defense Expenses	50,000.00	500.00
Government Audit Costs - Appeal Expenses	100,000.00	500.00
Government Audit Costs	25,000.00	500.00
Fidelity Guarantee Insurance	100,000.00	500.00
Voluntary Workers Insurance	200,000 / 2,000	500.00
Property, Death and Injury (Public Liability)	20,000,000.00	500.00
Common Area Contents	23,848.00	500.00
Loss of Rent	255,504.00	500.00
Damage (i.e. Building) Policy	1,703,363.00	500.00

## Note

# Proposed Annual Budget

## Administrative Fund

Owners Corporation for Plan No. PS 641981H

1 June 2020 to 31 May 2021

56 Kay Street TRARALGON VIC Victoria 3844

Expenditure	Actuals 06/19 - 05/20	Budget 06/19 - 05/20	Budget 06/20 - 05/21	Variance \$
Administrative Fees & Charges - Deft, Banking & Software Fees	85.80	85.80	85.80	-
Garden/Lawn Maintenance	396.00	800.00	600.00	(200.00)
Insurance Premiums	3,632.72	3,450.00	3,900.00	450.00
Minor Building Maintenance	1,774.55	-	660.00	660.00
Painting	11,385.00	-	-	-
Roof Systems - gutters, valleys	-	780.00	1,305.00	525.00
Strata Manager - management fees	1,126.64	1,150.00	1,200.00	50.00
<b>Total Administrative Fund Expenditure</b>	<b>18,400.71</b>	<b>6,265.80</b>	<b>7,750.80</b>	<b>1,485.00</b>
Additional Revenue	Actuals 06/19 - 05/20	Budget 06/19 - 05/20	Budget 06/20 - 05/21	Variance \$
Non-Mutual Revenue	-	-	18,000.00	18,000.00
<b>Total Administrative Fund Additional Revenue</b>	<b>-</b>	<b>-</b>	<b>18,000.00</b>	<b>18,000.00</b>

Administrative Fund Summary			Budget 06/20 - 05/21
Opening balance (Surplus)		1,123.73	
Expenditure during budget period		7,750.80	
		<b>6,627.07</b>	
Less Additional revenue during budget period		18,000.00	
Plus Planned surplus at end of budget period		17,924.93	
<b>Budgeted levies to be raised \$</b>		<b>6,552.00</b>	<b>Per Ent 27.3000</b>
Last years budgeted levies raised		6,360.00	26.5000
Variance \$		192.00	
Total Lot Liability		240	
*May include insurance contributions			

1 June 2020 to 31 May 2021

**Owners Corporation for Plan No. PS 641981H**  
**56 Kay Street TRARALGON VIC Victoria 3844**

Proposed Levy Period Start	01/06/2020			
Levy Period Duration	12 month(s)			
No. of Instalment(s):	1			
<u>GST</u>	<u>NO</u>			
<b><u>TOTAL LEVIES</u></b>	<b><u>Per Period</u></b>	<b><u>Per Year</u></b>	<b><u>TOTAL LIABILITIES</u></b>	
Admin Fund	6,552.00	6,552.00	Admin Fund	<u>Per Period</u> 27,3000
Total Contribution	6,552.00	6,552.00	Total Per Lot Liability	<u>Per Year</u> 27,3000

Yearly Levy By Period (Estimate Only)					
Lot No.	Unit No.	Lot Liability	Lot Entitlement	Administrative Fund	Total
1	6	40	42	1,092.00	1,092.00
2	5	40	39	1,092.00	1,092.00
3	4	40	39	1,092.00	1,092.00
4	3	40	39	1,092.00	1,092.00
5	2	40	39	1,092.00	1,092.00
6	1	40	42	1,092.00	1,092.00
		240	240	6,552.00	6,552.00



**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.

**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.

**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.

**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.
- (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.
- (5) 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.

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

## **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.

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## Ace Body Corporate Management (Gippsland Region)

Phone: 03 5115 8300  
 Email: info.gippsland@acebodycorp.com.au  
 Postal: PO Box 2006, Traralgon, Vic, 3844  
 ABN: 23 431 923 108

Professional Personal Service

www.acebodycorp.com.au

# OWNERS CORPORATION REMINDER FEE NOTICE

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

Cameron James Flynn & Naomi Jane Flynn  
 7 Will Street  
 Forest Hill Victoria 3131

### Invoice

Invoice No: 0000079 Issue Date: 06/07/21

Total Amount Overdue: \$ 2,200.00

### Statement Activity for Owners Corporation for Plan No. PS 641981H

<b>Lot: 6 Unit: 1</b>		<b>Administrative Fund:</b>		<b>\$ 2,200.00</b>	
<b>Address:</b> 56 Kay Street, TRARALGON VIC, Victoria 3844		<i>Plus interest of:</i>		0.00	
<b>Lot Liability:</b> 40 <b>Lot Entitlement:</b> 42		<b>Maintenance Fund:</b>		<b>0.00</b>	
		<i>Plus interest of:</i>		0.00	
Date	Description	Period (if applicable)	Admin	Maint	Balance
01/06/21	brought forward		(1,168.00)		(1,168.00)
01/06/21	Levies - normal	01-06-21 to 31-05-22	1,168.00		0.00
30/06/21	Special - Driveway renovation as per AGM and letter dated 13-04-2021		2,200.00		2,200.00
<b>Total Amount Overdue as at 6th July 2021</b>					<b>\$ 2,200.00</b>

\* Interest of 10.00% per annum will accrue on overdue fees until paid. The current amount of interest is \$0.6028 per day. The amount of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (Vic). This rate is subject to change.

If mailing your payment please tear off this slip and return with payment. DO NOT include correspondence with your payment.

Please make cheques payable to: Owners Corporation for Plan No. PS 641981H



**DEFT**  
 PAYMENT SYSTEMS

DEFT Reference Number:  
 2185 5191 9308 0050 0012

### How to Pay

- By post:** Mail this slip with your cheque to: DEFT Payment Systems, GPO Box 2174, MELBOURNE VIC 3001
- Bpay:** Contact your bank, credit union or building society to make this payment from your cheque or savings account.
- By phone:** Please call 1300 301 090 to make your payment using a Mastercard, Visa.
- Internet:** Visit [www.deft.com.au](http://www.deft.com.au) and use the DEFT reference number supplied on this page.
- In person:** Present this page to make your payment by cash, cheque or EFTPOS at any post office. Payments made at Australia Post will incur a \$2.75 DEFT processing fee.

Payments by credit or debit card may attract a surcharge.  
 Registration is required for payments from cheque or savings accounts.  
 Registration forms available from [www.deft.com.au](http://www.deft.com.au) or call 1800 672 162.

Ace Body Corporate Management (Gippsland Region)  
 Lot: 6 Unit: 1  
 56 Kay Street Traralgon

Invoice No: 0000079

Total Amount Overdue: \$ 2,200.00



Billers Code: 96503

Reference: 2185 5191 9308 0050 0012



\*442 218551919 30800500012

+218551919 30800500012<

000220000<3+



## NOTICE OF PURCHASER

# Residential GST Withholding Payment Notification

Section 14-255 of the Taxation Administration Act 1953

**Vendor:** Cameron James Flynn and Naomi Jane Flynn

**Property:** Unit 1, 56 Kay Street, Traralgon VIC 3844

The Purchaser is not required to make a payment under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

The above property is neither an existing Residential Premises or Commercial Residential Premises and therefore the purchaser is not to withhold GST.

Christine Ferguson – Hilltop Conveyancing Services

**For and on behalf of the vendors**

---

Christine Ferguson | Licensed Conveyancer | Member AICVIC  
14B Hotham Street, Traralgon VIC 3844  
Ph: 0409 746 954 | Mob: 0409 746 954  
| E: christine@hilltopconveyancing.com.au  
Lic. No. 000888L | ABN: 82 655 343 411





# Valuation and Rates Notice

For the period 1 July 2021 to 30 June 2022



ABN: 92 472 314 133



028 01162

Mr C J Flynn and Mrs N J Flynn  
7 Will St  
FOREST HILL VIC 3131

**PAID**

**Property:** 1/56 Kay Street, TRARALGON VIC 3844

Description: L 6 PS 641981  
AVPCC: 120 - Single Strata Unit/Villa Unit/Townhouse  
(see reverse)

Capital Improved Value (CIV): \$235,000 Valuation date: 01/01/2021  
Effective as at: 01/07/2021

## Payments

### Council rates and charges

General Rates Residential (0.00412032 x CIV)	\$968.30
Municipal Charge	\$142.00
Garbage Charge (Rubbish x1, Recycling x1, Green Waste x1)	\$357.00

### State government charges

Fire Service Property Levy - Residential (0.000059 x CIV)	\$13.85
Fire Services Property Levy Fixed Charge	\$114.00
EPA Victoria Landfill Levy	\$24.80

**Total outstanding** \$1,619.95

**Assessment number:** 276162  
**Issue date:** 27/08/2021

### Your payment options:

#### Pay by instalment

Instalment 1 \$405.10  
**Due: 30 Sept 2021**

Instalment 2 \$404.95  
**Due: 30 Nov 2021**

Instalment 3 \$404.95  
**Due: 28 Feb 2022**

Instalment 4 \$404.95  
**Due: 31 May 2022**

#### OR

#### Full payment for 2021-22 rate period

**Due date:** \$1,619.95  
**15 February 2022**

#### Difficulty paying on time?

If you are experiencing financial difficulties, contact us to discuss your eligibility for an alternative payment plan. Overdue amounts attract interest of 10% per annum.

Payments made on or after 09 August 2021 may not be included

Full payment: \$1,619.95  
Instalment: \$405.10

**Assessment number:** 276162  
**Property:** 1/56 Kay Street, TRARALGON VIC 3844

#### Direct debit

To arrange regular deductions, including weekly, fortnightly or monthly, from your bank account. Visit [www.latrobe.vic.gov.au/directdebit](http://www.latrobe.vic.gov.au/directdebit) or call 1300 367 700 to obtain a direct debit form.

#### In person

At any Latrobe City Service Centre or Library, (locations on reverse) or Australia Post outlet.

#### Mail

Detach this slip and send with payment to: Latrobe City Council  
PO BOX 264, Morwell VIC 3840.

#### Centrepay

To arrange regular deductions from your Centrelink payment, please use your Centrelink online account, Express Plus Centrelink mobile app or you can contact Centrelink in person or by phone and quote reference number (CRN): 555 070 553H.

#### You now have a choice

...receive your rates notice by email.

Visit: <https://rates.latrobe.vic.gov.au/en>  
See the rates brochure for more details.



Billers Code: 6072  
Ref: 276162

Pay 24 hours a day by phone or internet, direct from your bank account or via BPAY View.



Post Billpay

Billers Code: 0359  
Ref: 276162

Pay 24 hours a day by credit card:  
Online: [www.auspost.com.au/postbillpay](http://www.auspost.com.au/postbillpay)  
Phone: 13 18 16



\*369 276162

Council Use Only



More information over page



55 Hazelwood Road, PO Box 348, Traralgon Vic 3844 ABN 75 830 750 413

**Customer Enquiries** 1800 050 500

Customers outside Victoria (03) 5177 4600

**Service Faults 24hrs** 1800 057 057Email: [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au)Website: [www.gippswater.com.au](http://www.gippswater.com.au)

C Flynn & N Flynn  
7 Willst  
FOREST HILL VIC 3131

R0\_24570

**Account Number:** 0014964612**Amount Due:** \$322.07**Current Charges Pay By:** 11/02/2022

Invoices are issued **3** times per year.  
Approximate next meter reading:

10/05/2022

## Account Summary

1/56 Kay St Traralgon Vic 3844

Tax invoice number 6116370  
Service charge period 01/11/2021 to 28/02/2022



**Water Service Charge** \$57.57  
(Water treatment and supply)



**Wastewater Service Charge** \$264.50  
(Sewerage treatment and disposal charge)

**TOTAL CURRENT CHARGES** \$322.07

**Total account** \$322.07

Total price includes GST of \$0.00

\*Indicates taxable supply

## Payment Summary

Last account \$322.07  
Thank you for your payment \$322.07 CR

Balance Due \$0.00  
Current Charges \$322.07

**AMOUNT DUE** \$322.07

Total includes GST \$0.00

Payments made on or after 14/01/2022  
will not be shown on this account.

## Compare Your Usage

No water usage has been charged  
on this invoice

## Your Charges Explained

**WATER USAGE:** The charge for the amount of water used at the property as recorded by the water meter.

**WATER SERVICE AND WASTEWATER SERVICE:** The charges for Gippsland Water to maintain water quality, to undertake maintenance and construction of water and wastewater mains, and responsibly dispose of the wastewater from your property with the exception of properties serviced by septic tank systems.

## Payment Assistance

We understand there are times customers have difficulty in meeting bill payment. Our Customer Care Program is designed to assist you at such times. Please call **1800 050 500** and speak to our Customer Contact team. We look forward to assisting you.

## Payment Slip



\* 368 00149646123

C Flynn &amp; N Flynn

**GST Inclusive Amount Due:** \$322.07

**Account Number:** 0014964612

**Tax Invoice Number:** 6116370

**Date of Issue:** 14/01/2022

**Current Charges Pay By:** 11/02/2022



## Customer Information

### RESIDENTIAL TENANTS

If you have a tenant living in this property that has not yet registered with us, please notify Gippsland Water immediately.

### SALE OF PROPERTY

It is your responsibility, or your legal representatives, to notify Gippsland Water 48 hours prior to the date of settlement to obtain a final reading of your water meter. All conveyancing documentation must be forwarded to Gippsland Water.

### ELIGIBLE RESIDENTIAL CONCESSIONS

- Pensioner Concession Card
- DVA Gold Card (all types except "Dependant")
- Health Care Card (except payment types CD and FO)

If you own or occupy a property which is your principal place of residence and your residential address matches one of the above cards, you may be entitled to a concession on your water and/or wastewater charges. Please call us on **1800 050 500** to apply. Gippsland Water is required to verify your concession details with the Department of Human Services to ensure you continue to receive your entitlements. If you do not consent to this, please contact our office within 14 days from the date of this notice.

### TTY

Hearing impaired customers who require a Telephone Typewriter Service, please call **1800 555 677**.

### INTERPRETER SERVICE

For interpreter service please call **131 450**.

## Meter Readings



TARGET YOUR  
WATER USE

Find out more at:  
[www.targetyourwateruse.vic.gov.au](http://www.targetyourwateruse.vic.gov.au)

## How You Could Pay



Visit [www.gippswater.com.au](http://www.gippswater.com.au) to pay your account by credit card. Scan the QR code with your smartphone to go directly to our website.



Please call **1800 050 500** if you receive Centrelink payment.



Please visit [www.gippswater.com.au](http://www.gippswater.com.au) to download an application or call **1800 050 500**.



**Biller Code: 3475**  
**Ref: 3680 0000 1496 4612 3**  
Pay by cheque, savings or credit card.



**Billpay Code: 0368**  
**Ref: 0014 9646 123**  
**Credit card only:** Please call **13 18 16** (24 hours) Visa and Mastercard accepted. **In person at any post office.**



To mail your payment, detach this portion of the account and send cheques to:  
**PO Box 348 TRARALGON VIC 3844.**

AMOUNT DUE

**\$322.07**

AMOUNT PAID

DATE PAID

RECEIPT NUMBER



Code 135

**Residential Tenancy Agreement®****first national**  
REAL ESTATE | Latrobe

The Real Estate Institute of Victoria Ltd | www.reiv.com.au | 81 004 210 897

**Residential Tenancies Act 1997**

(Section 26(1))

(Regulation 8(1))

THIS agreement is made on the **22nd** day of **April**, 20 **20**at **First National Latrobe - 19 Church Street, TRARALGON. VIC 3844**BETWEEN **Cameron & Naomi Flynn**  
(LANDLORD) C/O - First National Real Estate Latrobe Pty Ltd

[ Name, ACN (if LANDLORD is a company) and address of landlord ]

(\*whose agent is **First National Latrobe Real Estate****90 898 071 983****19 Church Street, TRARALGON. VIC 3844****03 5176 0096 )**

[ Name, ACN (if agent is a company), business address and telephone number of agent ]

AND **Harpreet Singh**  
(TENANT) **1/56 Kay Street, TRARALGON. VIC 3844****Harinderpal Kaur**  
**1/56 Kay Street, TRARALGON. VIC 3844**

[ Name, ACN (if TENANT is a company) and address of tenant ]

**1. PREMISES**The LANDLORD lets the premises known as **1/56 Kay Street, TRARALGON. VIC 3844**

(\*together with those items indicated in the schedule of items)

**2. RENT**The rent amount is (\$)**280.00** The date the first rent payment is due is **22 / 04 / 20**The rent amount will increase to (\$) \_\_\_\_\_ The date the first rent payment at the increased rate is due  
is **22 / 04 / 20**Pay period: ☒ weekly ☐ fortnightly ☐ monthly (Insert the date of each month when the rent is due)Place of payment: **Direct Deposit****3. BOND**The TENANT must pay a bond of (\$) \_\_\_\_\_ to the LANDLORD/agent on **22 / 04 / 20**In accordance with the **Residential Tenancies Act 1997**, the LANDLORD must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

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

NAME **Harpreet Singh** AMOUNT \$ \_\_\_\_\_NAME **Harinderpal Kaur** AMOUNT \$ \_\_\_\_\_

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

**4. PERIOD**(a) The period of the agreement is **Twelve (12) Months**commencing on the **10th** day of **June, 2020**and ending on the **09th** day of **June, 2021**

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

OR

(b) The agreement will commence on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
and continue until terminated in accordance with the **Residential Tenancies Act 1997**.

**4A. CONSENT TO ELECTRONIC SERVICE**

(1) Express Consent

The TENANT: **Harpreet Singh**  
[ Check one box only ]

☒ Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:

Email address **happyamritsar@gmail.com**

OR

☐ Does not consent to the electronic service of notices and other documents.

The TENANT: **Harinderpal Kaur**  
[ Check one box only ]

☒ Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:

Email address \_\_\_\_\_

OR

☐ Does not consent to the electronic service of notices and other documents.

The LANDLORD: **Cameron & Naomi Flynn**  
[ Check one box only ]

☒ Consents to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000** at this email address:

Email address **rentals@fnlatrobe.com.au**

OR

☐ Does not consent to the electronic service of notices and other documents.

(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

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The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

**(4) Withdrawal of Consent**

(a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.

(b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

**5. CONDITION OF THE PREMISES**

The LANDLORD must -

(a) ensure that the premises are maintained in good repair; and

(b) if the LANDLORD owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

**6. DAMAGE TO THE PREMISES**

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

(b) The TENANT must take reasonable care to avoid damaging any common areas.

(c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

**7. CLEANLINESS OF THE PREMISES**

(a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.

(b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

**8. USE OF PREMISES**

(a) The TENANT must not use or allow the premises to be used for any illegal purpose.

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

**9. QUIET ENJOYMENT**

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

**10. ASSIGNMENT OR SUB-LETTING**

(a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.

(b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of a written assignment of the agreement.

**11. RESIDENTIAL TENANCIES ACT 1997**

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

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

\*Schedule of Items (See Clause 1)

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- ☒ A. The tenant(s) and the visitors agree that they will not smoke inside the premises under any circumstances. Any damage caused by smoke is to be remedied by the tenants.
- ☒ B. The tenant(s) agree to notify the agency of any change to contact details.
- ☒ C. The tenant(s) agree that should they vacate the premises prior to the expiration of the term of the lease then they will pay rent and maintain the lawns and gardens until a suitable tenant is found. They will also pay reimbursement to the Landlord being a pro-rated figure based on the remaining term of the lease (1 or 2 weeks rent plus GST).
- ☒ D. The tenant(s) agree that with prior written notification a representative from the agency will conduct a routine inspection during the 3rd month following the commencement of the tenancy and every six months thereafter, to report to the Landlord any maintenance to be undertaken and the condition of the property.
- ☒ E. The tenant(s) agree that they will not use any form of blu-tack, adhesive tape, nails, screws, paper borders, glow stickers etc without permission from the Landlord.
- ☒ F. The tenant(s) agree to supply to this agency with a copy of each key to any new locks fitted to the property, within 24 hours. The tenant acknowledges that whilst all due care is taken, the Landlord can not guarantee that all keys to the property weren't duplicated by previous occupants.
- ☒ G. The tenant(s) agree to sign and return within three (3) business days, one copy of the condition report that is provided at the commencement of the tenancy with any alterations or additions in relation to the properties general condition. The condition Report will not be valid if returned after the third (3rd) business day.
- ☒ H. The tenant(s) agree to park only in the car parks provided and not on the lawns and nature strips. Disused, unregistered, unroadworthy motor vehicles are also not to be kept at the property. This also applies to any visitors of the tenant.
- ☒ I. The tenant(s) agree that all rent is to be paid via direct deposit into First National Real Estate Latrobe's Real Trust bank account. The tenant also understands that it is expected that rent will be a minimum of two (2) weeks in advance at all times and understands that we are a 'NO TOLERANCE RENT ARREARS OFFICE'.
- ☒ J. The tenant(s) agree that rental payments not paid in person will be receipted but receipts will not be sent out unless our office has received such request in writing.
- ☒ K. The tenant(s) agree and acknowledge that the persons named on the tenancy agreement are those who will occupy the premises for the term of the agreement and understand that should any party vacate the property they shall immediately notify the office and complete the required paperwork prior to being removed from the lease. Any additional tenant must complete a rental application form and be approved by the landlord PRIOR to moving into the property.
- ☒ L. The tenant(s) agree that in the case of a relationship issues, the agency will not mediate or intervene between the parties.
- ☒ M. The tenants agree that the agency will show prospective tenants through the rental premises once notice of intention to vacate has been given by the tenant(s).
- ☒ N. The tenant(s) agree having been advised that the refund of the bond at the end of the tenancy can only be achieved by signing a bond claim form with the centralized bond authority.
- ☒ O. The tenant(s) agree that in the event of an appliance malfunctioning and it is proven by a qualified tradesperson that the damage was caused by tenants misuse, the tenant(s) agree to incur all associated maintenance costs.
- ☒ P. The tenant(s) agree that at no time under any circumstances will rent be withheld by the tenant due to malfunction or damage to any appliance or part of the premises. Such repairs are to be reported to and remedied by the agent. Any costs incurred by the tenant by themselves organising the repair will be the responsibility of the tenant unless such work has been specifically authorised by the agent previously or it is deemed as an urgent repair as determined by the Residential Tenancies Act (1997).

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- ☒ Q. The tenant(s) agree that in the event of breakage or damage to flywire screens or security doors the tenant shall repair or replace same to the condition as at the commencement of the tenancy.
- ☒ R. The tenant(s) agree to have the carpets professionally dry/steam cleaned upon vacating the property, and will provide the agent with a receipt for such work. Please note preferred tradesman is Mayfair carpets
- ☒ S. The tenants agree that they will be liable for the water usage charges for the property if the property has a separate water meter.
- ☒ T. The tenants agree that they will be responsible for cleaning and removing of mould inside the property, lighting gas pilot lights where no fault has occurred and the removal of insects and rodents at the property.



REIN

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

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria).

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au).

In these additional terms "I", "me" or "my" are used to describe the landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

**\*Please read this important advice about writing:** in these additional terms the word "writing" means all ways of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.

**12. Installing goods, making alterations, additions or renovations at my premises**

**12.1** You must ask me in \*writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.

**12.2** These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above-ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

**13. Other use of my premises**

**13.1** You must use my premises primarily as your home. If you also want to use them for some ancillary purpose - for example, to provide a home office for your business - you must ask me in \*writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

**13.2** You must ask me in \*writing for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

**14. Utility charges at my premises**

**14.1** I am responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Residential Tenancies Act 1997.

**14.2** You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.

(You can read sections 52, 53(1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

**14.3** If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault, I will have the service re-connected or repaired at my cost.

**14.4** If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you



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must have the service re-connected or repaired at your cost.

- 14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

15. **My insurances for my premises**

- 15.1 If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased. Unless you are entitled to do so by the **Residential Tenancies Act 1997** or some other legislation.

- 15.2 If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.

- 15.3 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

16. **Light globes and fluorescent tubes at my premises**

- 16.1 You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

17. **You must tell me about defects at my premises**

- 17.1 When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

18. **Damage to my premises**

- 18.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.

- 18.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.

- 18.3 When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.

- 18.4 If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.

19. **You will indemnify me in certain circumstances if things go wrong at my premises**

- 19.1 If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.

- 19.2 If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

20. **Smoke detectors and heaters at my premises**

- 20.1 If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.

- 20.2 If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

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- 20.3** You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

**21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises**

- 21.1** Except as allowed by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.
- 21.2** Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.
- 21.3** You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 21.4** Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.
- 21.5** Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.

**22. Storage and removal of waste and rubbish at my premises**

- 22.1** You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2** If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3** You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4** An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

**23. Hanging washing at my premises**

- 23.1** If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 23.2** If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners corporation rules.

**24. Looking after the garden at my premises**

- 24.1** If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 24.2** These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.
- 24.3** If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4** If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

**25. Pets at my premises**

- 25.1** Before you have a pet of any description at my premises you must request my permission by completing the "Pet request form", which is available at [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting). If you are seeking permission to have more than one pet, you must complete a separate form for each pet.



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- 25.2 If I consent to the pet/s being at the rented premises I will record that consent on the form and supply a copy to you.
- 25.3 If I do not consent to the pet/s being at the rented premises I will notify you and within 14 days of receiving the request make application to VCAT for an order that it is reasonable for me to refuse consent to the pet request.
- 25.4 If I do not respond to your request or make application to VCAT within 14 days of receiving the request you can take it that I have consented to the request.
- 25.5 If I reasonably believe you are keeping a pet at the rented premises without my consent, I may apply to VCAT for an order to exclude the pet from the rented premises.
- 25.6 Application for my consent is not necessary if you have or are to acquire an assistance dog (a dog that is trained to perform tasks that help a person with a disability to reduce the effects of their disability). If you wish to have a pet in addition to an assistance dog an application for consent will be necessary.
- 26. Assignments, subletting or abandoning my premises**
- 26.1 If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in \*writing or ask my managing agent in \*writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.
- 26.2 If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including -
- 26.2 (a) a pro-rata letting fee;
- 26.2 (b) advertising or marketing expenses;
- 26.2 (c) rental data base checks on applicants;
- 26.2 (d) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
- 26.3 Your obligation to pay me the expenses referred to in clauses 26.2 (a) to 26.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.
- 27. If you intend to leave my premises when your tenancy ends**
- 27.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end or 14 days before your tenancy comes to an end, if you fall within one of the categories set out in clause 237(1) of the **Residential Tenancies Act 1997**.
- 27.2 You tell me, or my managing agent, about your intention to leave by giving \*written notice in a form which is not an SMS message.
- 27.3 You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.
- 27.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.
- 28. Remaining at my premises after your tenancy ends**
- 28.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day you tell me or tell my managing agent.
- 28.2 You tell me, or my managing agent, about your intention to leave by giving \*written notice in a form that is not an SMS message.
- 29. Changing the locks and alarm code at my premises**
- 29.1 You may change the locks at my premises.

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- 29.2 If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.
- 29.3 You may change the code of an alarm at my premises.
- 29.4 If you change the code, you must tell me or my managing agent in \*writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

**30. 'To Let', 'auction' and 'for sale' signs at my premises**

- 30.1 You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 30.2 You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.

**31. Owners corporation rules and my premises**

- 31.1 If there is an owners corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)
- 31.2 You must comply with the rules of the owners corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.
- 31.3 You do not have to contribute to owners corporation capital costs or other expenses payable by me.

**32. You cannot use your bond to pay your rent for my premises**

- 32.1 You acknowledge the **Residential Tenancies Act 1997** provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.
- 32.2 You also acknowledge the **Residential Tenancies Act 1997** allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.

**33. Increasing the rent for my premises**

- 33.1 If this is a fixed term residential tenancy agreement, I will not increase the rent before the term ends unless the agreement
- (a) provides for a rent increase within the fixed term of a specified amount and the increase is not more than that amount; or
  - (b) specifies the method by which a rent increase within the fixed term is to be calculated and the increase is not more than an amount calculated using that specified method.
- 33.2 If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term, I will give you at least 60 days notice of the increase. The notice I give you will be in the form prescribed for the purpose.
- 33.3 If this is a periodic residential tenancy agreement -
- (a) if I propose to increase your rent, I will give you at least 60 days notice; and
  - (b) the notice I give you will be in the form prescribed for the purpose.

- 33.4 I acknowledge I must not increase your rent at intervals of less than 12 months.

**34. Receipt of condition report / statement of rights and duties for my premises**

- 34.1 You acknowledge, before you took occupation of my premises, you received from me or my managing agent -
- (a) two copies of a condition report signed by me or by my managing agent; and
  - (b) a written guide *'Renting a home: a guide for tenants'* authorised and published by the Victorian Government setting out my rights and duties as your LANDLORD and your rights and duties as my TENANT. If you consented to receiving notices electronically this guide may be provided to you electronically.

**35. Notice**

- 35.1 Unless provided for otherwise by the **Residential Tenancies Act 1997**, Residential Tenancies Regulations or any other legislation, non-electronic service of written notices to the LANDLORD may only be effected by post or hand

Code 135

## Residential Tenancy Agreement®



first  
national  
REAL ESTATE | Latrobe

delivery to:

**35.1.1** the address specified in the Tenancy Agreement as the address of the LANDLORD's agent; or

**35.1.2** if no agent is specified in the Tenancy Agreement, the address specified as the LANDLORD's address.

☒ **35.2** Non-electronic service of written notices to the TENANT may be effected by post or hand delivery to the rented premises the subject of the Tenancy Agreement.

RENEW

Code 135

## Residential Tenancy Agreement®



first  
national  
REAL ESTATE | Latrobe

### SIGNATURES

#### LANDLORD

Cameron & Naomi Flynn  (Insert signature of LANDLORD)

#### TENANT

Harpreet Singh  (insert signature of TENANT)

Harinderpal Kaur  (Insert signature of TENANT)

W R E V

Code 135

## Residential Tenancy Agreement®



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national  
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### NOTICE OF INFORMATION WHICH THE LANDLORD MUST GIVE TO THE TENANT Section 66, Residential Tenancies Act 1997

1. If there is no agent specified on page 1 of the Residential Tenancy Agreement:
  - (a) The Landlord's full name and address for the service of documents is the Landlord's name and address specified on page 1 of the Residential Tenancy Agreement.
  - (b) The landlord's emergency telephone number to be used in the case of the need for urgent repairs is
2. If there is an agent specified on page 1 of the Residential Tenancy Agreement:
  - (a) The agent's full name and address for the service of documents is the agent's name and address specified on page 1 of the Residential Tenancy Agreement.
  - (b) The agent's phone number is specified on page 1 of the Residential Tenancy Agreement.
  - (c) The agent's telephone number for urgent repairs is (03) 5176 0096
  - (d) The agent can authorise urgent repairs
  - (e) If the agent can authorise emergency repairs, the maximum amount for repairs which the agent can authorise is \$1,800.00

#### NOTE TO LANDLORDS

- Before the occupation date, the tenant must be provided a document approved by the Director of Consumer Affairs Victoria, setting out rights and duties of a landlord and tenant under a tenancy agreement.
- The tenant must be given written notice of any change to any of the above information before the end of 7 days after the change.

#### ACKNOWLEDGEMENT BY TENANT

I, **Harpreet Singh**, being the tenant under the attached Tenancy Agreement, acknowledge receipt of this document, and receipt of a statement approved by the Director of Consumer Affairs Victoria, setting out rights and duties of a landlord and tenant under a tenancy agreement.

Signed: Harpreet Singh Date: 29/4/2020

I, **Harinderpal Kaur**, being the tenant under the attached Tenancy Agreement, acknowledge receipt of this document, and receipt of a statement approved by the Director of Consumer Affairs Victoria, setting out rights and duties of a landlord and tenant under a tenancy agreement.

Signed: Harinderpal Kaur Date: 29/4/2020

# PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 08 March 2022 02:09 PM

## PROPERTY DETAILS

Address: **1/56 KAY STREET TRARALGON 3844**  
 Lot and Plan Number: **Lot 6 PS641981**  
 Standard Parcel Identifier (SPI): **6\PS641981**  
 Local Government Area (Council): **LATROBE**  
 Council Property Number: **27616**  
 Directory Reference: **Vicroads 696 G5**

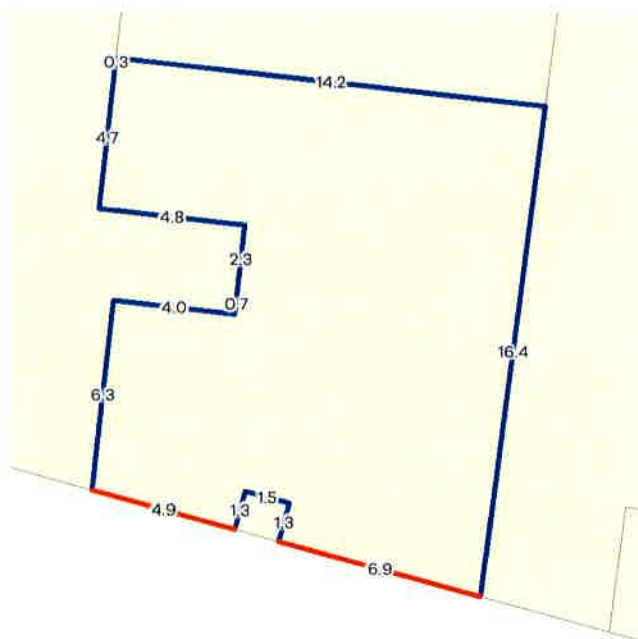
[www.latrobe.vic.gov.au](http://www.latrobe.vic.gov.au)

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

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

## SITE DIMENSIONS

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



**Area:** 194 sq. m

**Perimeter:** 70 m

For this property:

— Site boundaries

— Road frontages

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

Calculating the area from the dimensions shown may give a different value to the area shown above

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Urban Water Corporation: **Gippsland Water**  
 Melbourne Water: **Outside drainage boundary**  
 Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
 Legislative Assembly: **MORWELL**

## PLANNING INFORMATION

**Planning Zone:** [RESIDENTIAL GROWTH ZONE \(RGZ\)](#)  
[RESIDENTIAL GROWTH ZONE - SCHEDULE 1 \(RGZ1\)](#)

**Planning Overlay:** None

# PROPERTY REPORT



Environment,  
Land, Water  
and Planning

Planning scheme data last updated on 2 March 2022.

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

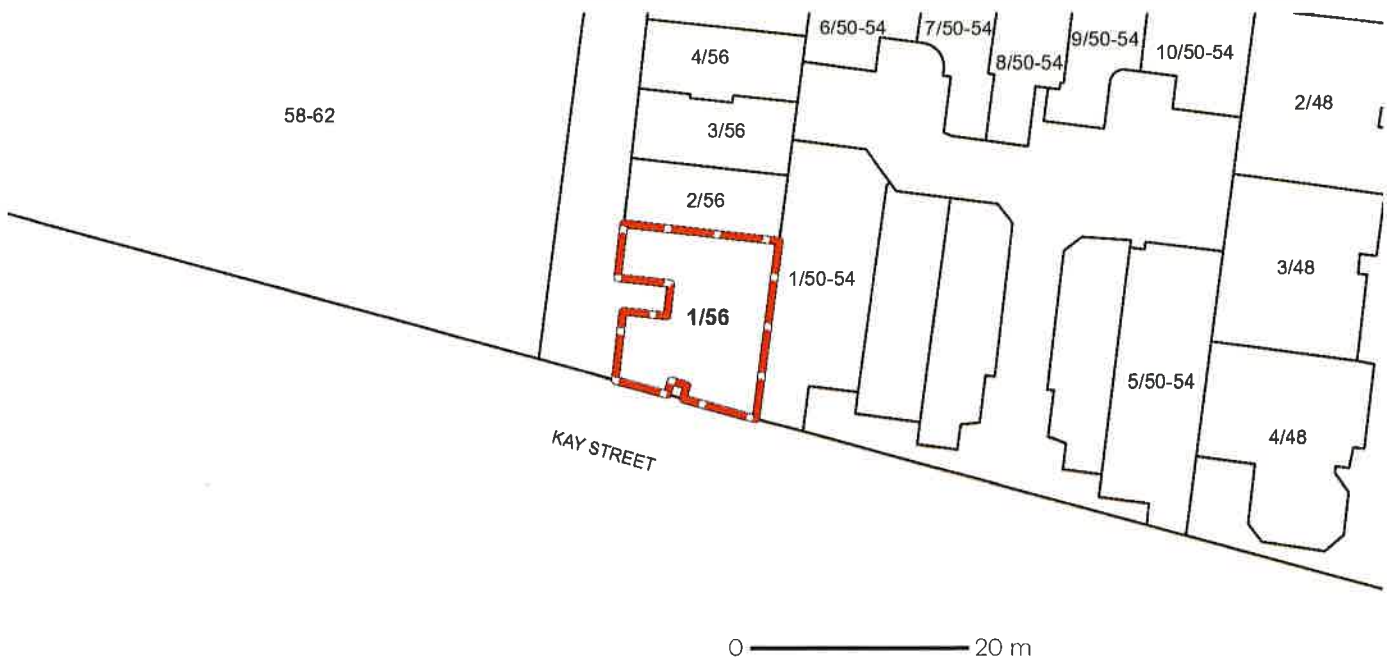
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates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

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

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

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

## Area Map



Selected Property



# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 08 March 2022 02:08 PM

## PROPERTY DETAILS

Address: **1/56 KAY STREET TRARALGON 3844**  
 Lot and Plan Number: **Lot 6 PS641981**  
 Standard Parcel Identifier (SPI): **6\PS641981**  
 Local Government Area (Council): **LATROBE**  
 Council Property Number: **27616**  
 Planning Scheme: **Latrobe**  
 Directory Reference: **Vicroads 696 G5**

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

[Planning Scheme - Latrobe](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Urban Water Corporation: **Gippsland Water**  
 Melbourne Water: **Outside drainage boundary**  
 Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
 Legislative Assembly: **MORWELL**

## OTHER

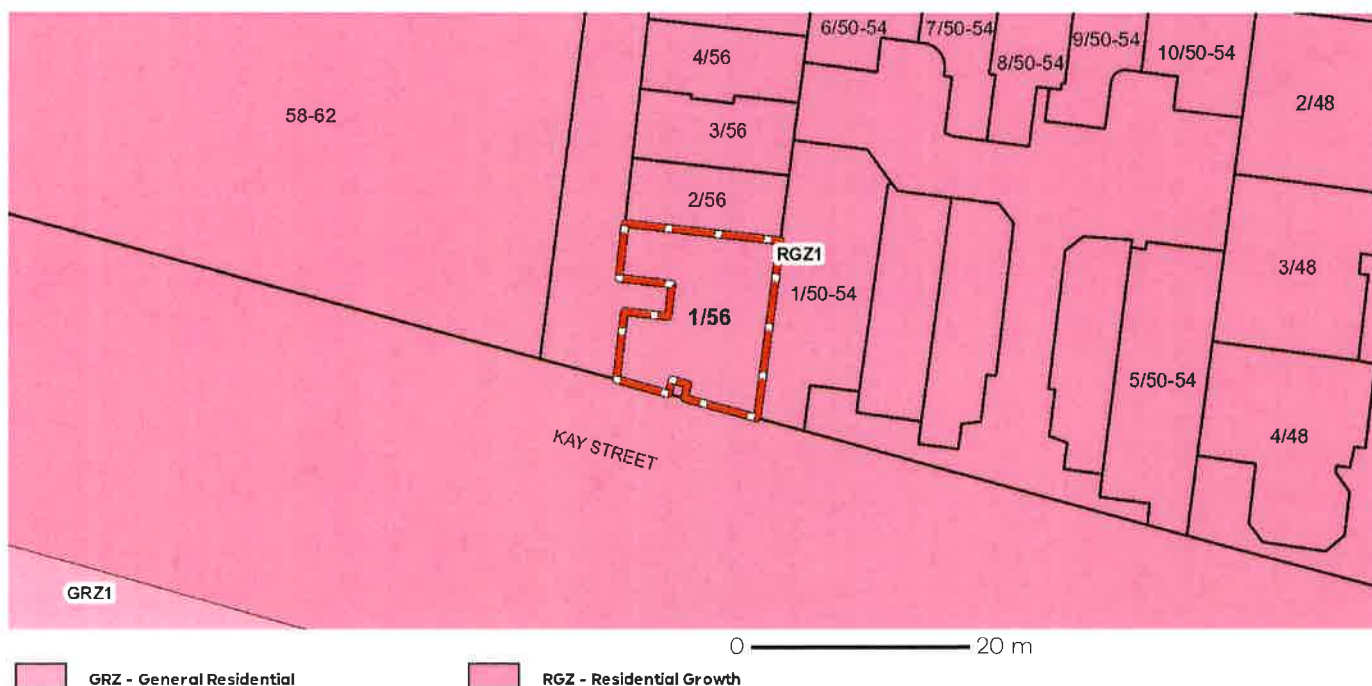
Registered Aboriginal Party: **Gunaikurnai Land and Waters  
Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 1 \(RGZ1\)](#)



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



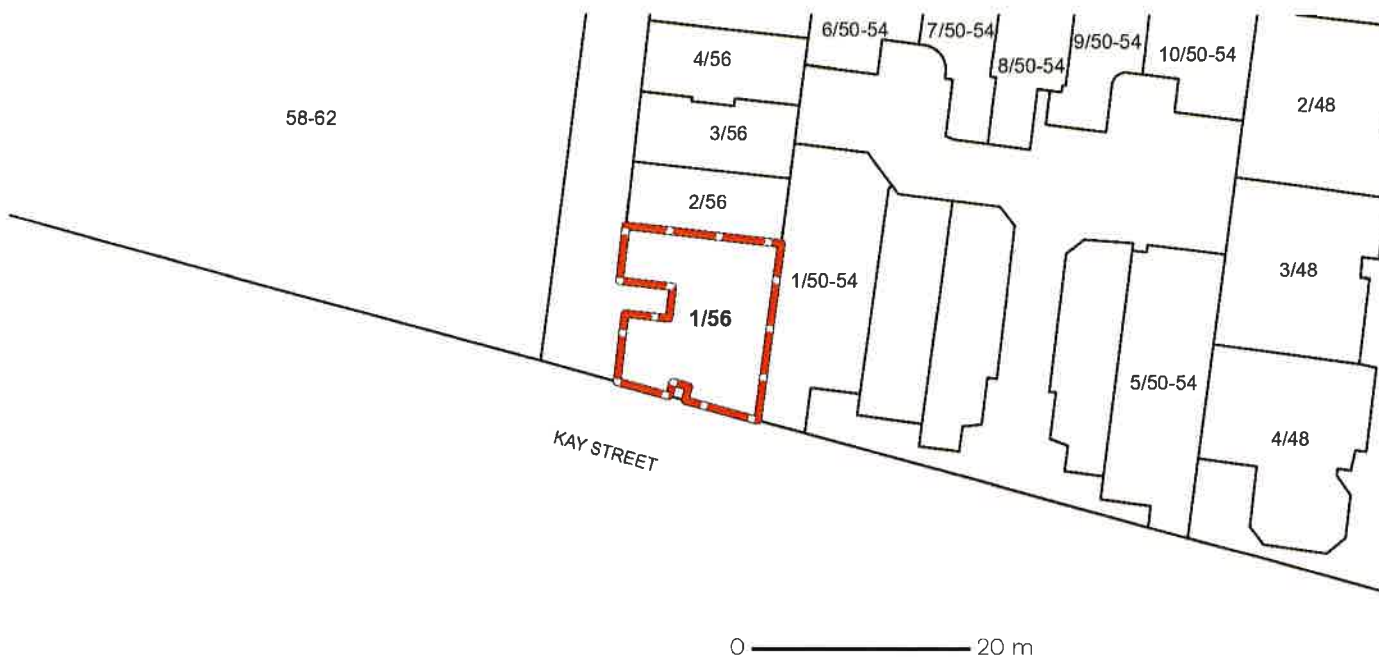
# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

## Planning Overlays

No planning overlay found



## Further Planning Information

Planning scheme data last updated on 2 March 2022.

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>

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

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

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

# PLANNING PROPERTY REPORT

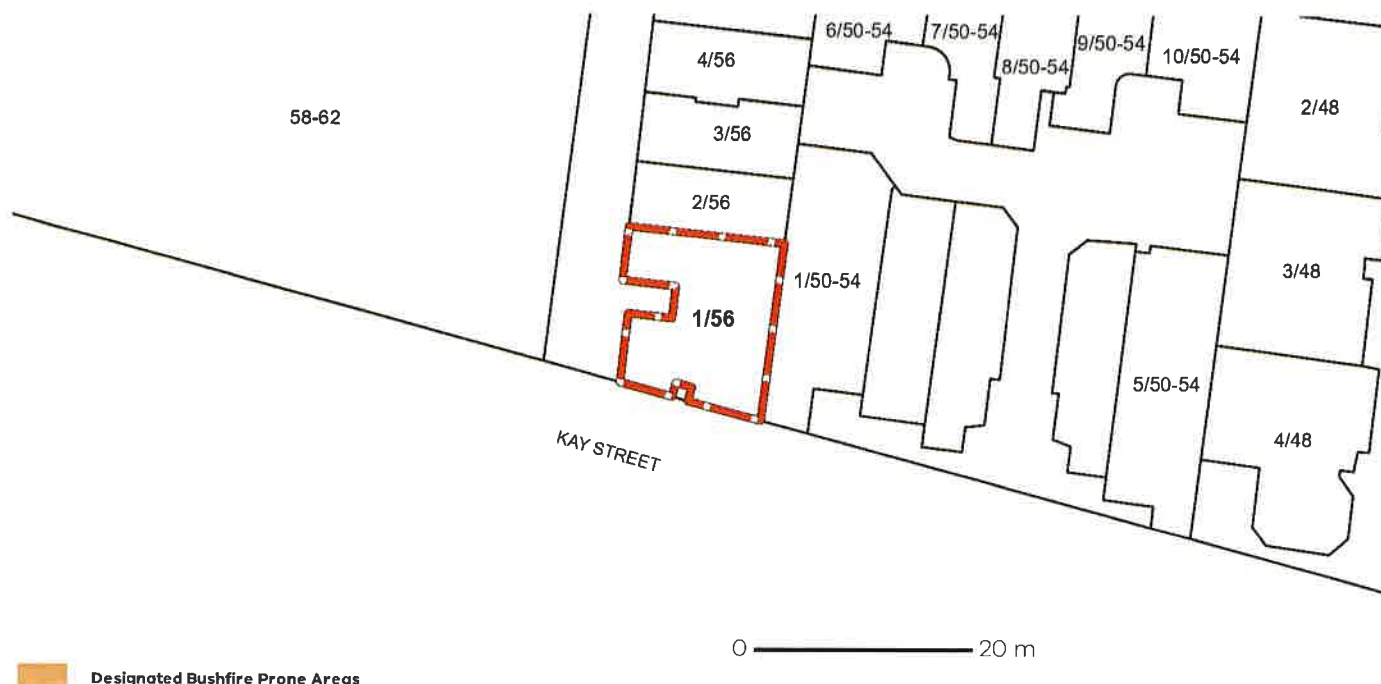


Environment,  
Land, Water  
and Planning

## Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

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



Designated Bushfire Prone Areas

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

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

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

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

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

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

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

## Native Vegetation

Native plants that are indigenous to the region 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 his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://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 \(environment.vic.gov.au\)](https://environment.vic.gov.au)

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

DATED

2022



CAMERON JAMES FLYNN AND NAOMI JANE FLYNN

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**VENDOR STATEMENT**

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**Property: Unit 1, 56 Kay Street, Traralgon VIC 3844**

**Hilltop Conveyancing Services**

Licensed Conveyancer  
14B Hotham Street  
TRARALGON VIC 3844  
Tel: 0409 746 954

Ref: CF:22079