

# Vendor Statement

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

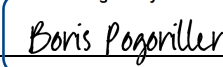
This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

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> | 5/117-119 Balcombe Road, Mentone 3194 |
|-------------|---------------------------------------|

|                      |                  |                         |
|----------------------|------------------|-------------------------|
| <b>Vendor's name</b> | Boris Pogoriller | <b>Date</b><br>5/3/2024 |
|----------------------|------------------|-------------------------|

|                           |   |  |
|---------------------------|---|--|
| <b>Vendor's signature</b> | DocuSigned by:<br><br>DE5EA8987F1F40A... |  |
|---------------------------|---|--|

|                         |  |                    |
|-------------------------|--|--------------------|
| <b>Purchaser's name</b> |  | <b>Date</b><br>/ / |
|-------------------------|--|--------------------|

|                              |  |  |
|------------------------------|--|--|
| <b>Purchaser's signature</b> |  |  |
|------------------------------|--|--|

|                         |  |                    |
|-------------------------|--|--------------------|
| <b>Purchaser's name</b> |  | <b>Date</b><br>/ / |
|-------------------------|--|--------------------|

|                              |  |  |
|------------------------------|--|--|
| <b>Purchaser's signature</b> |  |  |
|------------------------------|--|--|

## 1 FINANCIAL MATTERS

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

(a) Their amounts are as attached and in addition the below:

|     | Authority   |     | Amount                    |     | Interest (if any) |
|-----|---|-----|---------------------------|-----|-------------------|
| (1) | AGL Communal Gas Hot Water standard retail contract | (1) | Detailed in attached bill | (1) |                   |
| (2) |   | (2) |                           | (2) |                   |
| (3) |   | (3) |                           | (3) |                   |

### 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

|  |    |  |
|--|----|--|
|  | To |  |
|--|----|--|

Other particulars (including dates and times of payments):

### 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 documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

### 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 under 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:

Not Applicable.

**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:

Not Applicable.

**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 certification with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act* 2006.

6.2 Gas heated hot water is separately supplied to the property from the two (2) Rheem 260L HW units installed on the common property. AGL bills the hot water energy charges directly to each residential Lot in the Owners Corporation

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

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 type="checkbox"/> |
|---|-------------------------------------|---------------------------------------|-----------------------------------|---|

## 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*.

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 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 1000m<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.)*

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

## 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)*



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

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

VOLUME 08915 FOLIO 857

Security no : 124112907854A  
Produced 23/02/2024 02:35 PM

**LAND DESCRIPTION**

Lot 5 on Registered Plan of Strata Subdivision 002888.  
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED  
PARENT TITLE Volume 08431 Folio 565

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
BORIS POGORILLER of UNIT 5 117-119 BALCOMBE ROAD MENTONE VIC 3194  
AH107598F 20/03/2010

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AL175361U 23/06/2014  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

**DIAGRAM LOCATION**

SEE RP002888 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 5 117-119 BALCOMBE ROAD MENTONE VIC 3194

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 22/10/2016

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. RP002888



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

Page 2 of 2

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DOCUMENT END



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

VOLUME 08915 FOLIO 865

Security no : 124112907853C  
Produced 23/02/2024 02:35 PM

**LAND DESCRIPTION**

Lot 13 on Registered Plan of Strata Subdivision 002888.  
CAR PARK  
PARENT TITLE Volume 08431 Folio 565

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
BORIS POGORILLER of UNIT 5 117-119 BALCOMBE ROAD MENTONE VIC 3194  
AH107598F 20/03/2010

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AL175361U 23/06/2014  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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**DIAGRAM LOCATION**

SEE RP002888 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 5 117-119 BALCOMBE ROAD MENTONE VIC 3194

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
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**REGISTER SEARCH STATEMENT (Title Search) Transfer of  
Land Act 1958**

Page 2 of 2

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DOCUMENT END





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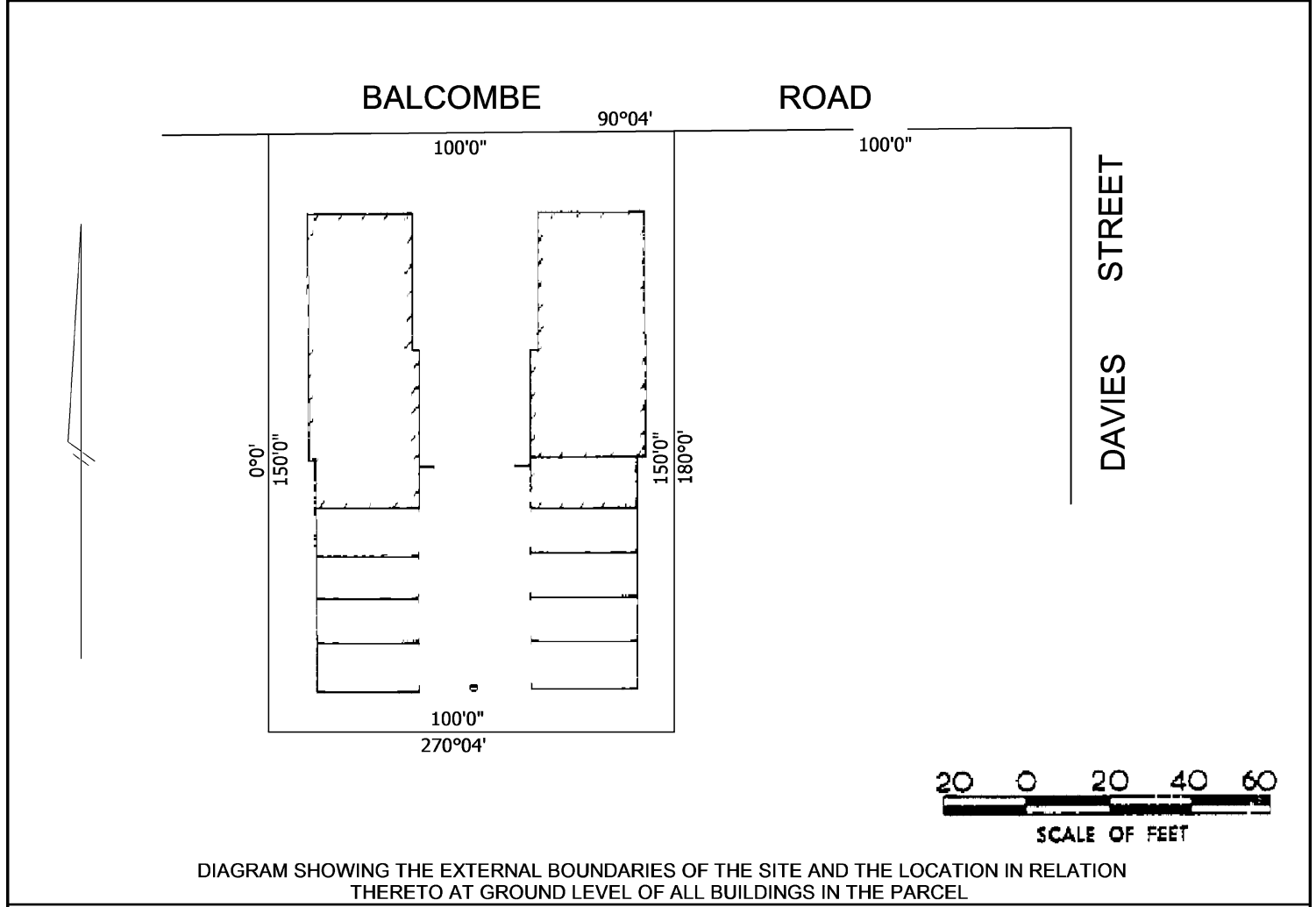
|   |                         |
|---|-------------------------|
| Document Type                                   | <b>Plan</b>             |
| Document Identification                         | <b>RP002888</b>         |
| Number of Pages<br>(excluding this cover sheet) | <b>3</b>                |
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|  |   |                 |
|--|---|-----------------|
| <b>PLAN OF STRATA SUBDIVISION</b>  | <b>EDITION 1</b>  | <b>RP002888</b> |
| <b>LOCATION OF LAND</b><br>PARISH: BOROONDARA<br>TOWNSHIP: -<br>SECTION: -<br>CROWN ALLOTMENT: D (PART)<br>CROWN PORTION: 50<br>TITLE REFERENCE: VOL.8431 FOL.565<br>LAST PLAN REFERENCE: LOT 21 (PART) ON LP503<br>DEPTH LIMITATION: DOES NOT APPLY<br>POSTAL ADDRESS: 117 BALCOMBE ROAD, MENTONE | <b>FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT</b>  |                 |
|  | <b>SURVEYOR'S CERTIFICATE</b><br>Surveyor: BRIAN F. CARROLL<br>Survey Date: 18/10/1971<br>Certification Date: 20/10/1971<br><br><b>SEAL OF MUNICIPALITY AND ENDORSEMENT</b><br>Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF MORDIALLOC on 13/12/1971<br><br><b>REGISTERED DATE: 01/02/1972</b><br><br><b>PLAN UPDATED BY REGISTRAR IN AN661031Q 29/01/2018</b> |                 |



**EASEMENT INFORMATION**

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

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

| Easement Reference | Purpose | Width | Origin | Land Benefitted /In Favour Of | Plan Parcel Affected |
|--------------------|---------|-------|--------|-------------------------------|----------------------|
|                    |         |       |        |                               |                      |

**PLAN OF STRATA SUBDIVISION****RP002888****LEGEND**

THE BUILDING IN THE PARCEL A PART OF WHICH IS CONTAINED IN LOTS 1 TO 16 IS A SINGLE STOREY BUILDING WITH BASEMENT. THE RELEVANT STOREY OF THE PART OF THE BUILDING CONTAINED IN EACH LOT IS SHOWN IN THE TABLE BELOW.

THE LOWER BOUNDARY OF LOTS 1 TO 8 LIES WITHIN THE FLOOR OF THAT PART OF THE GROUND STOREY OF THE RELEVANT LOT.

THE LOWER BOUNDARY OF LOTS 9 TO 16 IS THAT PART OF THE SITE OF THE RELEVANT LOT.

THE UPPER BOUNDARIES OF LOTS 1 TO 16 LIES WITHIN THE CEILING OF THAT PART OF THE GROUND STOREY OR BASEMENT OF THE RELEVANT LOT.

**TABLE**

| <b>LOT</b> | <b>RELEVANT STOREY</b> |
|------------|------------------------|
| 9 TO 16    | BASEMENT               |
| 1 TO 8     | GROUND STOREY          |

LOTS 9 TO 16 ARE ACCESSORY LOTS.

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

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES. ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

**NOTICE OF RESTRICTION**

THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.

THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS.

**COLUMN 1**

LOTS 1 TO 8

**COLUMN 2**

LOTS 9 TO 16

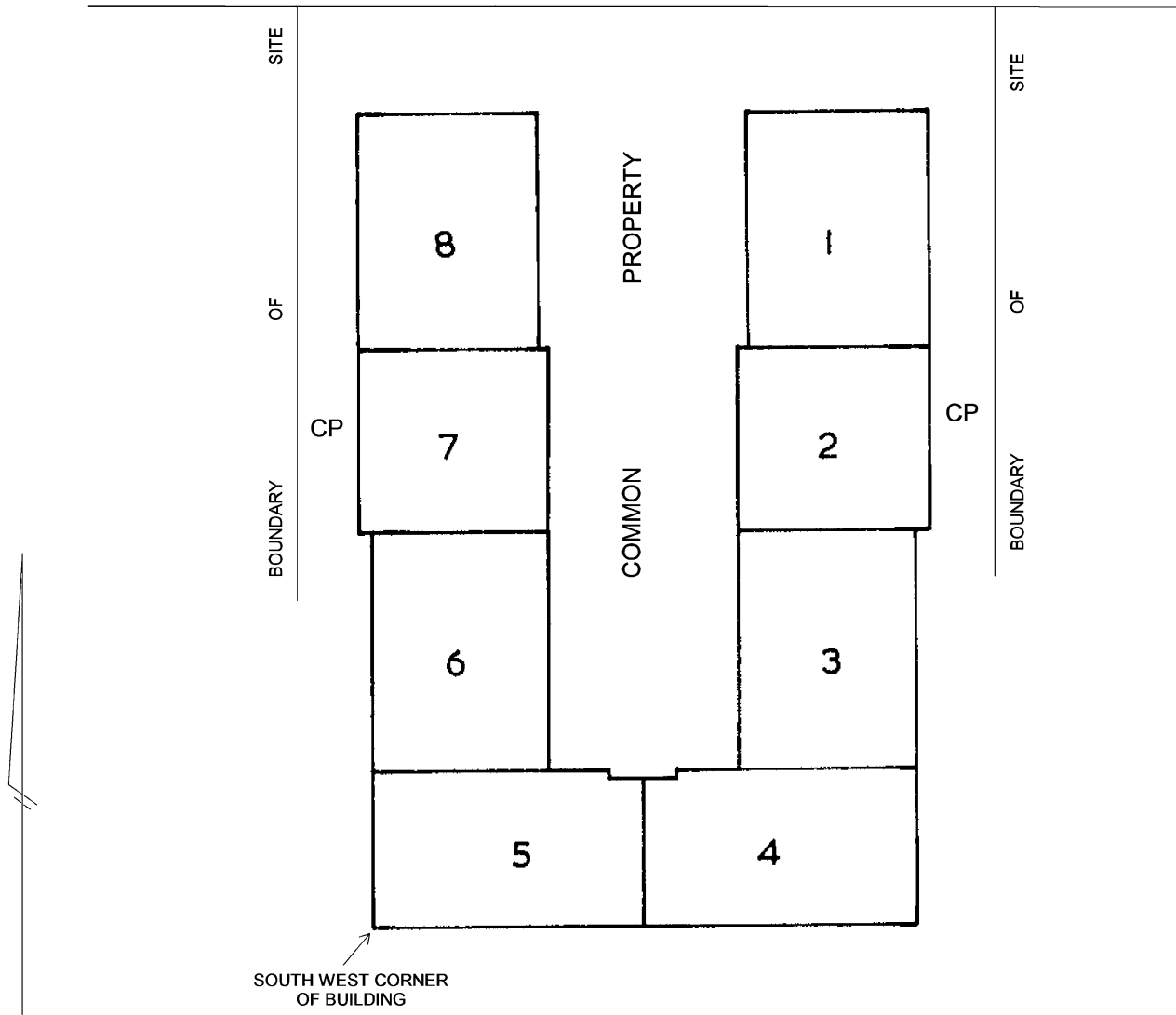
REGISTRATION OF DEALINGS WITH THE LOTS SPECIFIED IN COLUMN 1 IS RESTRICTED.

# PLAN OF STRATA SUBDIVISION

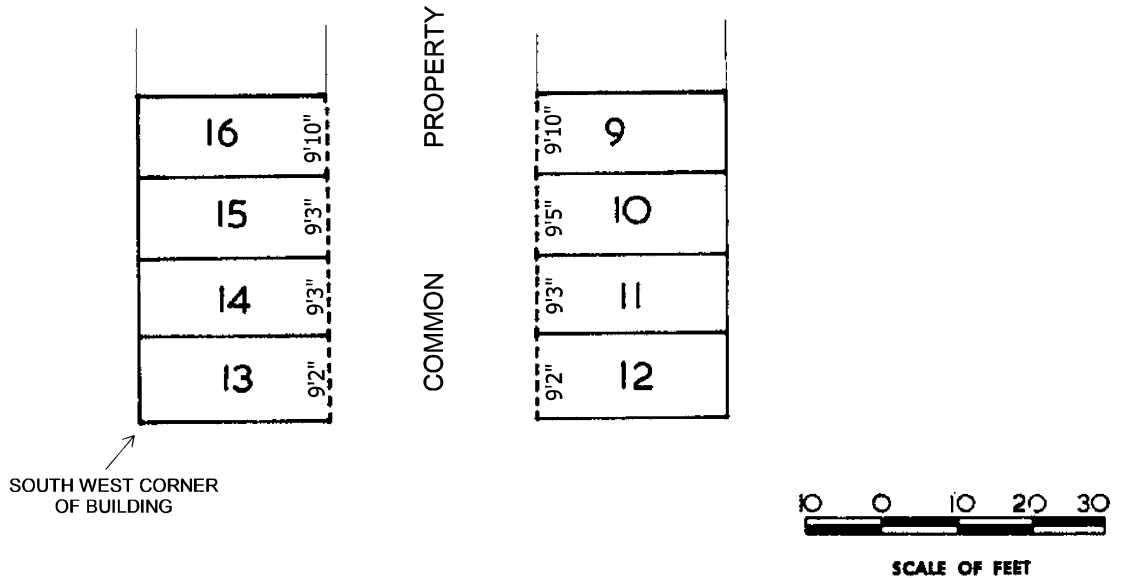
# RP002888

### DIAGRAM 1 GROUND STOREY

## BALCOMBE ROAD



### DIAGRAM 2 BASEMENT





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION  
PLAN NO. RP002888**

The land in RP002888 is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 1 - 16.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

LEVEL 1 261 HIGH STREET ASHBURTON VIC 3147

AK933042W 27/02/2014

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

| Land Parcel     | Entitlement | Liability |
|-----------------|-------------|-----------|
| Common Property | 0           | 0         |
| Lot 1           | 174         | 174       |
| Lot 2           | 146         | 146       |
| Lot 3           | 184         | 184       |
| Lot 4           | 184         | 184       |
| Lot 5           | 184         | 184       |
| Lot 6           | 184         | 184       |



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION  
PLAN NO. RP002888**

### Entitlement and Liability:

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

| Land Parcel  | Entitlement    | Liability      |
|--------------|----------------|----------------|
| Lot 7        | 146            | 146            |
| Lot 8        | 174            | 174            |
| Lot 9        | 2              | 2              |
| Lot 10       | 2              | 2              |
| Lot 11       | 2              | 2              |
| Lot 12       | 2              | 2              |
| Lot 13       | 2              | 2              |
| Lot 14       | 2              | 2              |
| Lot 15       | 2              | 2              |
| Lot 16       | 2              | 2              |
| <b>Total</b> | <b>1392.00</b> | <b>1392.00</b> |

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.

# Land Information Certificate

Local Government Act 1989 – Section 229  
Local Government (General) Regulations 2004



City of  
**KINGSTON**

Landata  
Dept of Environment, Land, Water and Planning  
570 Bourke St  
MELBOURNE VIC 3000

|                          |   |
|--------------------------|---|
| Date of Issue:           | 23 February 2024                          |
| Assessment No:           | 155602 4                                  |
| Property Location:       | 5 117-119 Balcombe Road, MENTONE VIC 3194 |
| Parcel Details:          | Unit 5 RP2888, Acc Unit 13 RP2888         |
| Certificate No:          | 141592                                    |
| Certificate Expiry Date: | 23 May 2024                               |
| Applicants Reference:    | 71942865-029-1:60664                      |

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989** or under a Local Law of the Council and the specified flood level by the Council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

|   |                         |         |
|---|-------------------------|---------|
| Operative Date of Valuation: 01 July 2023 | Site Value:             | 250,000 |
| Relevant Date of Valuation: 01 Jan 2023   | Capital Improved Value: | 540,000 |
|   | Net Annual Value:       | 27,000  |

Council uses Capital Improved Value to determine the value of property for rating purposes

## RATES AND CHARGES 1<sup>st</sup> July 2023 to 30<sup>th</sup> June 2024

### Arrears

|                                       |            |
|---------------------------------------|------------|
| Arrears - Brought Forward 01/07/2023  | \$5,762.48 |
| Legal Fees Brought Forward 01/07/2023 | \$0.00     |

### Current Rate

|                             |          |
|-----------------------------|----------|
| General Rates               | \$953.69 |
| Fire Services Property Levy | \$149.84 |
| Municipal Charge            | \$100.00 |
| Waste Management            | \$220.00 |
|                             | \$       |
|                             | \$       |
| Legal Costs/Charges         | \$0.00   |
| Interest on Arrears         | \$0.00   |
| Interest on Current Rates   | \$0.00   |

**Payments** \$0.00

**Property Debts** \$0.00 (Fire Hazard / Property Clearance)

**OUTSTANDING \$7,186.01**

Any outstanding balance may be subject to legal action. Please contact this office prior to settlement.

community inspired leadership

|                         |             |
|-------------------------|-------------|
| Assessment No.          | 155602/4    |
| Certificate No.         | 141592      |
| Certificate Expiry Date | 23 May 2024 |

## ADDITIONAL INFORMATION

**Please Note:** All Notices of Acquisition lodged **must have the Date of Birth and correct future mailing address of the purchaser**. If this information is not provided, the Notice of Acquisition may be returned.

I acknowledge having received the sum of \$28.94.

Please note:

- i. Council policy imposes a time limit of three months from issue date during which a certificate may be updated verbally, but it should be noted that Council will only be held responsible for information provided on the certificate, and not for information provided or confirmed verbally. Delays in settlement will not be considered grounds to deviate from this policy. This certificate Expires on 23 May 2024.
- ii. If an outstanding amount of rates and or charges is shown on this certificate, your attention is drawn to the provision of Section 175 of the Local Government Act 1989 regarding payment of rates and charges.
- iii. Overdue amounts continue to accrue interest on a daily basis at 10.00% per annum, and may also incur legal costs if recovery action has commenced.
- iv. Due Date for payment:
  - In full 15 February 2024.
 Four instalments: 30 September 2023, 30 November 2023, 28 February 2024, 31 May 2024.
- v. Please note a fee of \$22.70 (incl. GST) will apply for refund requests on overpayments. Please ensure you check in with Council for an LIC update prior to settlement, to ensure the balance has not changed from this certificate.

### Important Information Regarding Settlements via PEXA

Please note, Council is not advised through the PEXA system of any settlements which occur. You are required to forward a Notice of Acquisition to Council directly for all PEXA settlements.



**Biller Code: 8938**

**Ref: 1556024**

**Sonia Rangji**

TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON



**\*\*\*\*\*IMPORTANT INFORMATION REGARDING THIS CERTIFICATE\*\*\*\*\***  
**No Conditions apply to this property.**



# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

RET Conveyancing  
E-mail: certificates@landata.vic.gov.au

Statement for property:  
FLAT 5 117 BALCOMBE ROAD  
MENTONE 3194

| REFERENCE NO. | YOUR REFERENCE             | DATE OF ISSUE    | CASE NUMBER |
|---------------|----------------------------|------------------|-------------|
| 46A//08430/36 | LANDATA CER 71942865-044-4 | 26 FEBRUARY 2024 | 46051520    |

## 1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

### (a) By Other Authorities

|  |                          |         |
|--|--------------------------|---------|
| <b>Parks Victoria - Parks Service Charge</b>             | 01/01/2024 to 31/03/2024 | \$21.21 |
| <b>Melbourne Water Corporation Total Service Charges</b> | 01/01/2024 to 31/03/2024 | \$29.54 |

### (b) By South East Water

|                                 |                          |                 |
|---------------------------------|--------------------------|-----------------|
| <b>Water Service Charge</b>     | 01/01/2024 to 31/03/2024 | \$21.48         |
| <b>Sewerage Service Charge</b>  | 01/01/2024 to 31/03/2024 | \$94.37         |
| <b>Subtotal Service Charges</b> |                          | <u>\$166.60</u> |
| <b>Arrears</b>                  |                          | \$1,316.55      |
| <b>TOTAL UNPAID BALANCE</b>     |                          | \$1,483.15      |

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

\* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewerage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



## INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

### 2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at [www.southeastwater.com.au](http://www.southeastwater.com.au) Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at [www.southeastwater.com.au](http://www.southeastwater.com.au). When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



## INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

### **Important Warnings**

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

### **3. Disclaimer**

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

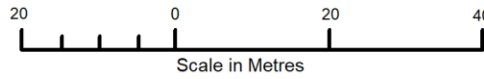
LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198

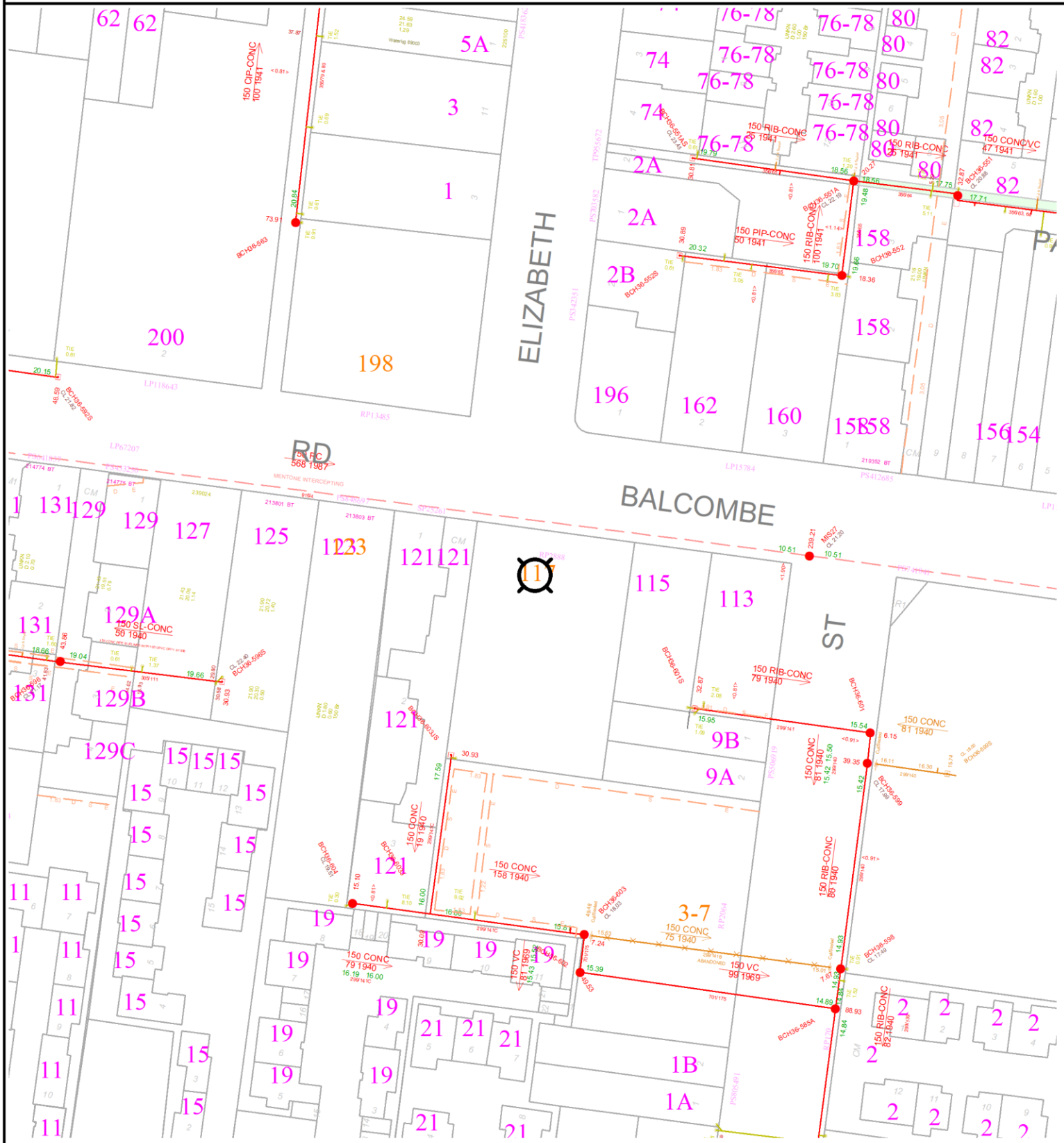


Property: FLAT 5 117 BALCOMBE ROAD MENTONE 3194

Case Number: 46051520



Date: 26FEBRUARY2024



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

|                               |                     |  |                                   |  |                        |
|-------------------------------|---------------------|--|-----------------------------------|--|------------------------|
|                               | Title/Road Boundary |  | Subject Property                  |  | Maintenance Hole       |
|                               | Proposed Title/Road |  | Sewer Main & Property Connections |  | Inspection Shaft       |
|                               | Easement            |  | Direction of Flow                 |  | Offset from Boundary   |
| <b>Melbourne Water Assets</b> |                     |  |                                   |  |                        |
|                               | Sewer Main          |  | Underground Drain                 |  | Natural Waterway       |
|                               | Maintenance Hole    |  | Channel Drain                     |  | Underground Drain M.H. |

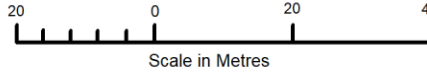
# ASSET INFORMATION - WATER



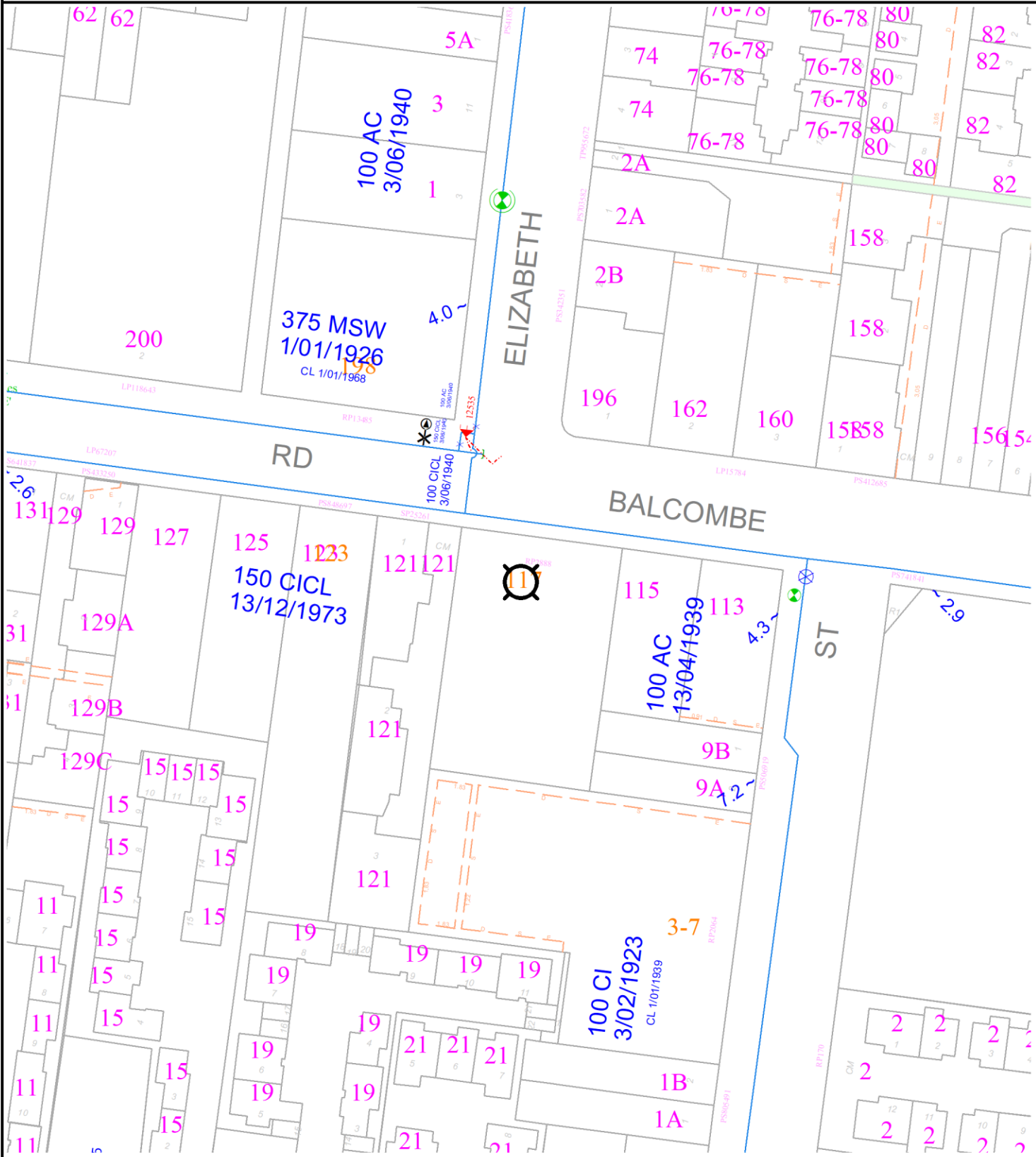
Property: FLAT 5 117 BALCOMBE ROAD MENTONE 3194



Case Number: 46051520



Date: 26FEBRUARY2024



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

### LEGEND

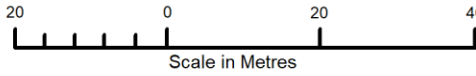
- Title/Road Boundary
- Proposed Title/Road
- Easement
- Subject Property
- Water Main Valve
- Water Main & Services
- Hydrant
- Fireplug/Washout
- Offset from Boundary



# ASSET INFORMATION - RECYCLED WATER

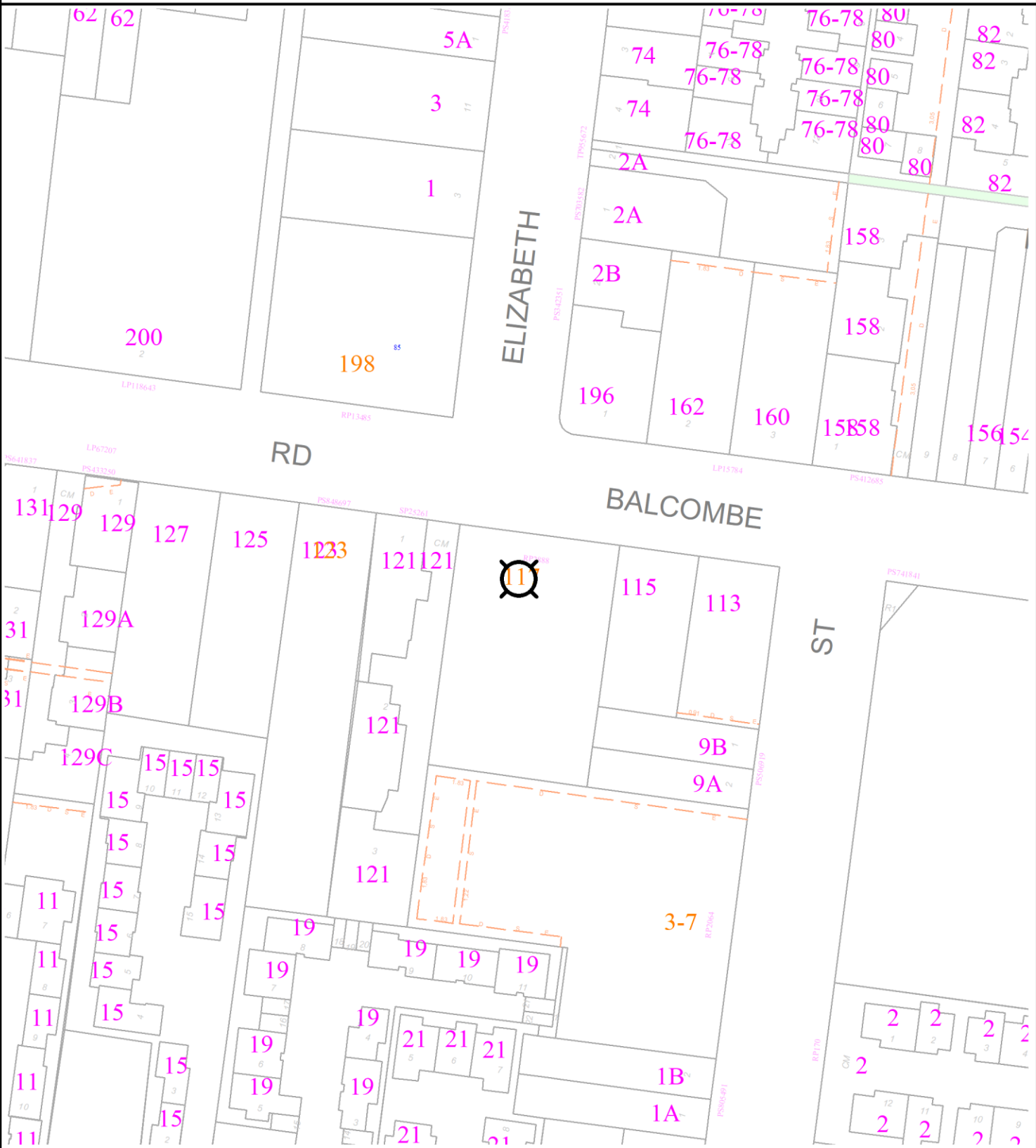
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: FLAT 5 117 BALCOMBE ROAD MENTONE 3194



Case Number: 46051520

Date: 26FEBRUARY2024



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

| LEGEND |                                |
|--------|--------------------------------|
|        | Title/Road Boundary            |
|        | Proposed Title/Road            |
|        | Easement                       |
|        | Subject Property               |
|        | Recycled Water Main Valve      |
|        | Recycled Water Main & Services |
|        | Hydrant                        |
|        | Fireplug/Washout               |
|        | ~ 1.0 Offset from Boundary     |



031/19181

Boris Pogoriller  
5/117-119 Balcombe Road  
MENTONE VIC 3194

Hi Boris,  
Here's your bi-monthly hot water bill for supply address:  
Unit U5/117 Balcombe Road  
MENTONE VIC 3194



Hot water

Your details

Issue date  
4 Mar 2024  
Name  
Boris Pogoriller  
Account number  
7489 3975  
Tax Invoice

Need help?

Support, enquiries or complaints  
[agl.com.au/help](http://agl.com.au/help) or **131 245**  
Faults or emergencies  
**AGL on 131 245**  
24 hours a day  
Energy and Water Ombudsman VIC  
**1800 500 509**

Help and support

We're here for you

Questions, feedback or just need a bit of help?

Message us in the **AGL app** or visit [agl.com.au/help](http://agl.com.au/help)

Amount due

**\$1,159.26**

**\$1,123.08 of this amount is already overdue** and needs to be paid now. If you need payment support, call us on **131 245**.

**\$36.18** are new charges and are due on **22 Mar 2024**

AGL Sales Pty Limited ABN 88 090 538 337

003165394106/039166E-19181 S-39166 I-73807

How to pay



**Direct Debit<sup>^</sup>**  
Sign up to Direct Debit at [agl.com.au/payments](http://agl.com.au/payments) or call **133 835**.



**Visa or Mastercard<sup>^</sup>**  
Online: [agl.com.au/payments](http://agl.com.au/payments)  
Phone: **1300 657 386**



**PayPal**  
To pay via PayPal visit [agl.com.au/payments](http://agl.com.au/payments)

Reference number **7489 3975 9058 8056 12**



**Billers Code: 33837**  
**Ref: 7489 3975 9058 8056 12**  
Make this payment from your preferred account.



**Centrepay**  
Eligible residential customers can visit [servicesaustralia.gov.au/centrepay](http://servicesaustralia.gov.au/centrepay)  
AGL Centrepay CRN: **555-068-319-J**



**Mail**  
Send your cheque along with the reverse of this section to:  
**AGL Sales Pty Limited**  
**Locked Bag 20024, Melbourne VIC 3001**



**Post Billpay<sup>®</sup>**  
Make a Post Billpay<sup>®</sup> payment.  
Online: [postbillpay.com.au](http://postbillpay.com.au)  
Phone: **131 816** In person at any Post Office. ~ Billpay Code: **3201**



\*3201 748939759058805612

~ You may have to pay a fee of \$3.20 (incl. GST) if you pay your bill in person at the Post Office. ^ Payment processing fees may apply to the total payment amount (incl. GST) for debit cards - Visa 0.14%, Mastercard 0.30% and credit cards - Visa 0.65%, Mastercard 0.78%. Debit and credit card payments via Post BillPay 0.49%.



## Understand your bill

Hot water charges are based on an actual meter reading

**Bill period: 20 Dec 2023 to 23 Feb 2024 (66 days)**

**Contract: Standard Retail Contract**

| Previous balance and payments | Amount            |
|-------------------------------|-------------------|
| Previous balance              | \$1,123.08        |
| <b>Overdue pay now</b>        | <b>\$1,123.08</b> |

## New charges and credits

| Usage and supply charges                             | Time of use  | Units     | Price     | Amount            |
|--|--------------|-----------|-----------|-------------------|
| Hot water charge                                     | At all times | 1,509 LTR | \$0.02398 | \$36.18           |
| <b>Total charges</b>                                 |              |           | +         | <b>\$36.18</b>    |
| <b>Total new charges and credits (including GST)</b> |              |           | =         | <b>\$36.18</b>    |
| Total GST included in new charges and credits        |              |           |           | \$3.29            |
| <b>Amount due</b>                                    |              |           | =         | <b>\$1,159.26</b> |

All items subject to and inclusive of GST.

## Meter details

| Meter number | Read date | Read type | Start read | End read | Conversion factor | Usage litres |
|--------------|-----------|-----------|------------|----------|-------------------|--------------|
| 21014629     | 23 Feb 24 | Actual    | 99,103     | 100,612  | 1.0000            | 1,509        |

Your next meter read is due between **16 Apr 24 and 22 Apr 24**. Please ensure easy access to your meter on these days.

003165394106/039166E-19181 S-39166 I-73808

## Assistance and support services

**Payment assistance.** There are a number of options available to eligible customers, including Victorian Government energy concessions and rebates, AGL payment plans and the Centrepay scheme. To find out more, visit [agl.com.au/concessions](https://agl.com.au/concessions) or call **131 245**.



**Hearing/speech impaired**  
Call us on **133 677** and quote  
1300 664 358.

### Need help to read your bill?

Visit [agl.com.au/languageguides](https://agl.com.au/languageguides) for help in your language.



### Need an interpreter?

Talk to someone in your language.  
Call us on **1300 307 245**.

هل تحتاج إلى مترجم شفهي؟ اتصل على الرقم الوارد أعلاه  
需要一位翻译？拨打上面的电话  
Hai bisogno di un interprete? Chiama il numero sopra  
통역 서비스가 필요하신가요? 상담의 번호로 전화해 주세요.  
Cần thông dịch viên? Hãy gọi số trên



Amount due

**\$1,159.26**

Due date

**22 Mar 2024**

Reference number

7489 3975 9058 8056 12

+00000074893975>

+002662+

<9058805612>

<0000115926> +444+

## Ways to save with Energy Coach

Answer some simple questions and in just a few minutes you'll have personalised tips to help you save on your gas and electricity bills.

Get started today at [agl.com.au/energycoach](http://agl.com.au/energycoach)



## Everything you need in one place

View your usage, check and pay your bills, and get support 24/7 – all from your phone.

Download the AGL app now at [agl.com.au/aglmobileapp](http://agl.com.au/aglmobileapp)



### Did you know that AGL has been proudly Australian since 1837?

When you choose AGL, you help us to continue to power the way Australians live, work and move.

Combine your energy, internet and mobile and save.



Get access to great savings when you combine energy, internet and mobile.

Find a deal at: [agl.com.au/combine](http://agl.com.au/combine)

## Further information

### Understanding fees and charges

We want you to understand the ins and outs of your bill. To find out more about common fees and charges that appear on your bill visit [agl.com.au/feesandcharges](http://agl.com.au/feesandcharges)

### Do you have Life Support equipment at home?

If someone at your address relies on medical equipment, you may be eligible for Life Support protection. Call us on **131 245** if you haven't already registered, or visit [agl.com.au/lifesupport](http://agl.com.au/lifesupport) for more information.

### Manage your communication preferences

If you don't want to receive marketing information about AGL products and services including discounts or special offers, visit [agl.com.au/donotcontact](http://agl.com.au/donotcontact)

### Want to be more energy efficient?

For information about incentives to install, improve or replace energy savings equipment and appliances in VIC households and businesses, visit [victorianenergysaver.vic.gov.au](http://victorianenergysaver.vic.gov.au)

# Property Clearance Certificate

## Land Tax



RET CONVEYANCING

|                        |                           |
|------------------------|---------------------------|
| <b>Your Reference:</b> | LD:71942865-025-3.POGORIL |
| <b>Certificate No:</b> | 71353321                  |
| <b>Issue Date:</b>     | 23 FEB 2024               |
| <b>Enquiries:</b>      | AXH7                      |

**Land Address:** UNIT 5, 117 -119 BALCOMBE ROAD MENTONE VIC 3194

| Land Id  | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|------|--------|-------|-------------|
| 11123423 | 5   | 2888 | 8915   | 857   | \$0.00      |
|          | 13  | 2888 | 8915   | 865   |             |

**Vendor:** BORIS POGORILLER**Purchaser:** FOR INFORMATION PURPOSES

| Current Land Tax    | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total  |
|---------------------|------|---------------|------------------|------------------|--------|
| MR BORIS POGORILLER | 2024 | \$250,000     | \$0.00           | \$0.00           | \$0.00 |

**Comments:** Property is exempt: LTX Principal Place of Residence.

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

**Comments:**

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---------------------|------|------------------|------------------|-------|
|---------------------|------|------------------|------------------|-------|

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$540,000

SITE VALUE: \$250,000

**CURRENT LAND TAX CHARGE: \$0.00**

# Notes to Certificate - Land Tax

**Certificate No:** 71353321

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP


Land Tax = \$975.00

Taxable Value = \$250,000

Calculated as \$975 plus ( \$250,000 - \$100,000) multiplied by 0.000 cents.

## Land Tax - Payment Options

|  |                                    |
|--|------------------------------------|
| <b>BPAY</b>  |                                    |
|                                       | Biller Code: 5249<br>Ref: 71353321 |
| <b>Telephone &amp; Internet Banking - BPAY®</b>  |                                    |
| Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. |                                    |
| <a href="http://www.bpay.com.au">www.bpay.com.au</a>   |                                    |

|   |               |
|---|---------------|
| <b>CARD</b>   |               |
|  | Ref: 71353321 |
| <b>Visa or Mastercard</b>   |               |
| Pay via our website or phone 13 21 61. A card payment fee applies.                  |               |
| <a href="http://sro.vic.gov.au/paylandtax">sro.vic.gov.au/paylandtax</a>            |               |

# Property Clearance Certificate

## Windfall Gains Tax



RET CONVEYANCING

**Your** LD:71942865-025-3.**Reference:** POGORILLER**Certificate No:** 71353321**Issue Date:** 23 FEB 2024**Land Address:** UNIT 5, 117 -119 BALCOMBE ROAD MENTONE VIC 3194

| Lot | Plan | Volume | Folio |
|-----|------|--------|-------|
| 5   | 2888 | 8915   | 857   |
| 13  | 2888 | 8915   | 865   |

**Vendor:** BORIS POGORILLER**Purchaser:** FOR INFORMATION PURPOSES

| WGT Property Id | Event ID | Windfall Gains Tax | Deferred Interest | Penalty/Interest | Total  |
|-----------------|----------|--------------------|-------------------|------------------|--------|
|                 |          | \$0.00             | \$0.00            | \$0.00           | \$0.00 |

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:****\$0.00**

A handwritten signature in black ink, appearing to read "Paul Broderick".

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

**Certificate No:** 71353321

## Power to issue Certificate

- Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

- The Certificate shows in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

- Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

- Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
- If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
- A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

- Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.



## Passing on windfall gains tax to a purchaser

- A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

- A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
- An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
- Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

|   |  |  |
|---|--|--|
| <p><b>BPAY</b></p>  <p>Billers Code: 416073<br/>Ref: 71353320</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p> | <p><b>CARD</b></p>  <p>Ref: 71353320</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61.<br/>A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p> | <p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p> |
|---|--|--|

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 01 March 2024 12:55 PM

## PROPERTY DETAILS

Address: **5/117-119 BALCOMBE ROAD MENTONE 3194**

Lot and Plan Number: **This property has 2 parcels. See table below**

Standard Parcel Identifier (SPI): **See table below**

Local Government Area (Council): **KINGSTON** [www.kingston.vic.gov.au](http://www.kingston.vic.gov.au)

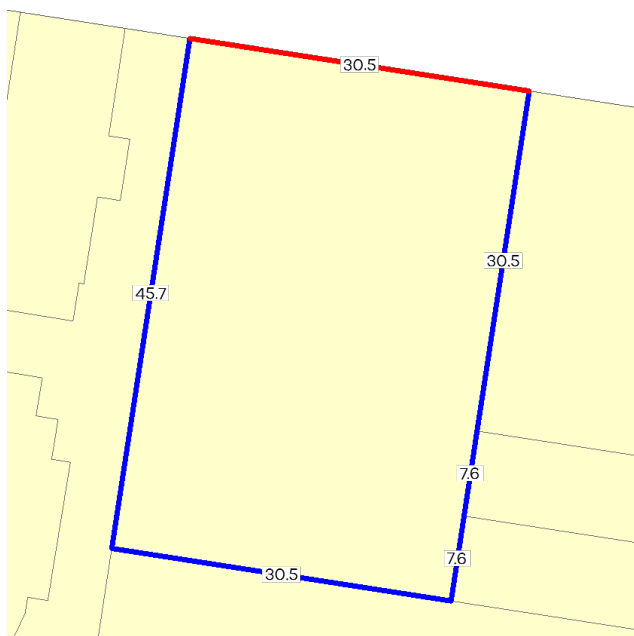
Council Property Number: **483203**

Directory Reference: **Melway 86 K6**

**Note:** There are 9 properties identified for this site. These can include units (or car spaces), shops, or part or whole floors of a building. Dimensions for these individual properties are generally not available.

## SITE DIMENSIONS

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



**Area:** 1393 sq. m

**Perimeter:** 152 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](#)

## PARCEL DETAILS

| Lot/Plan or Crown Description | SPI       |
|-------------------------------|-----------|
| Lot 5 RP2888                  | 5\RP2888  |
| Lot 13 RP2888                 | 13\RP2888 |

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **SANDRINGHAM**

# PROPERTY REPORT



## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

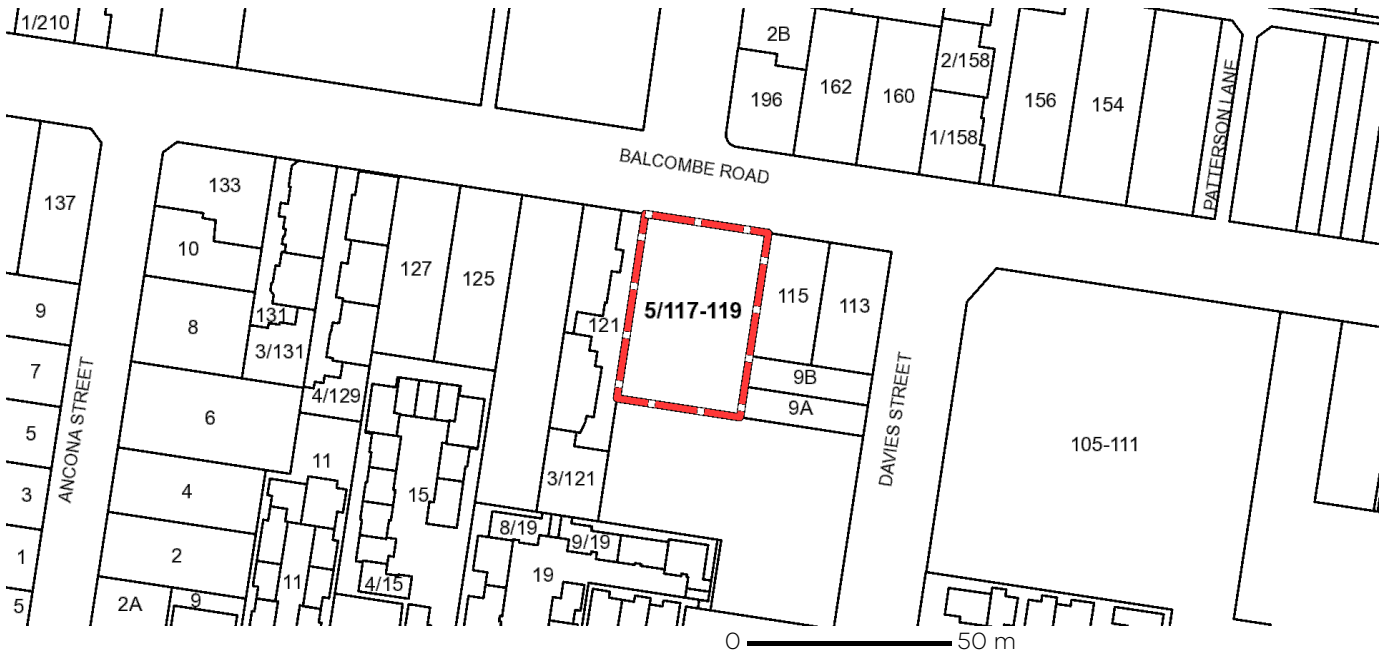
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

## Area Map



 Selected Property



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 01 March 2024 12:55 PM

## PROPERTY DETAILS

Address: **5/117-119 BALCOMBE ROAD MENTONE 3194**

Lot and Plan Number: **More than one parcel - see link below**

Standard Parcel Identifier (SPI): **More than one parcel - see link below**

Local Government Area (Council): **KINGSTON**

Council Property Number: **483203**

Planning Scheme: **Kingston**

Directory Reference: **Melway 86 K6**

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

[Planning Scheme - Kingston](#)

This property has 2 parcels. For full parcel details get the free Property report at [Property Reports](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **SANDRINGHAM**

## OTHER

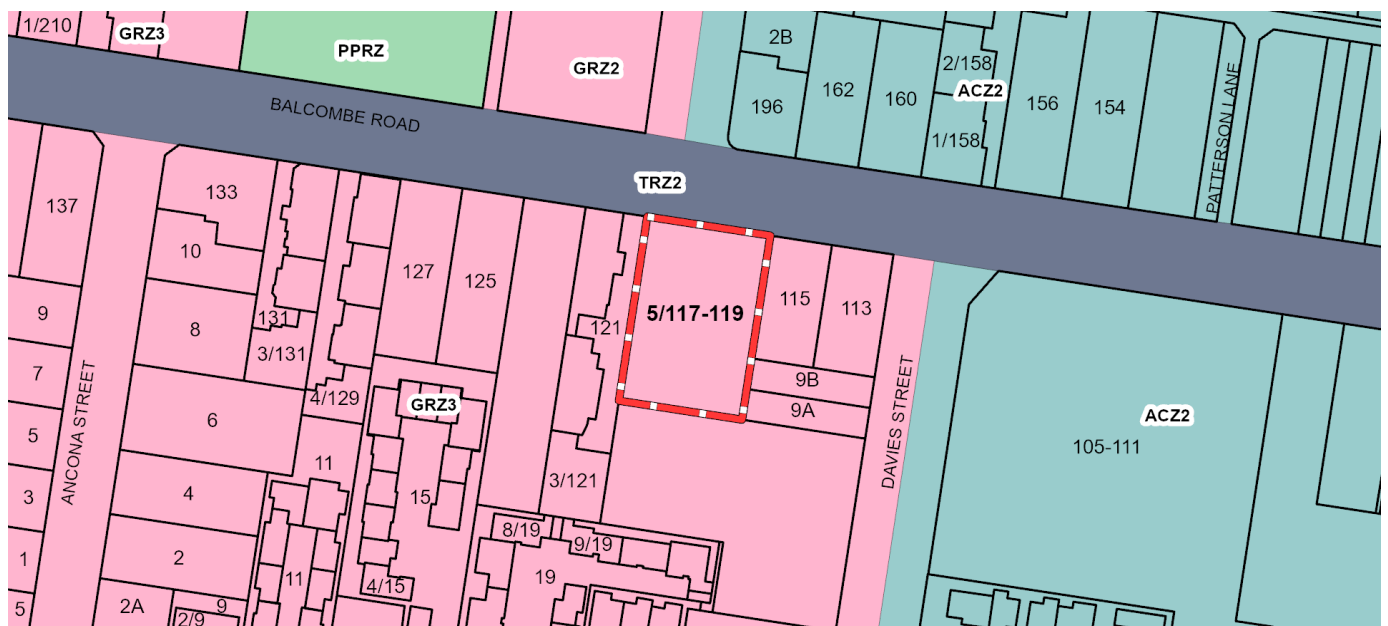
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 3 \(GRZ3\)](#)



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

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

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

# PLANNING PROPERTY REPORT

## Planning Overlay

None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



#### **ESO - Environmental Significance Overlay**

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

# PLANNING PROPERTY REPORT

## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

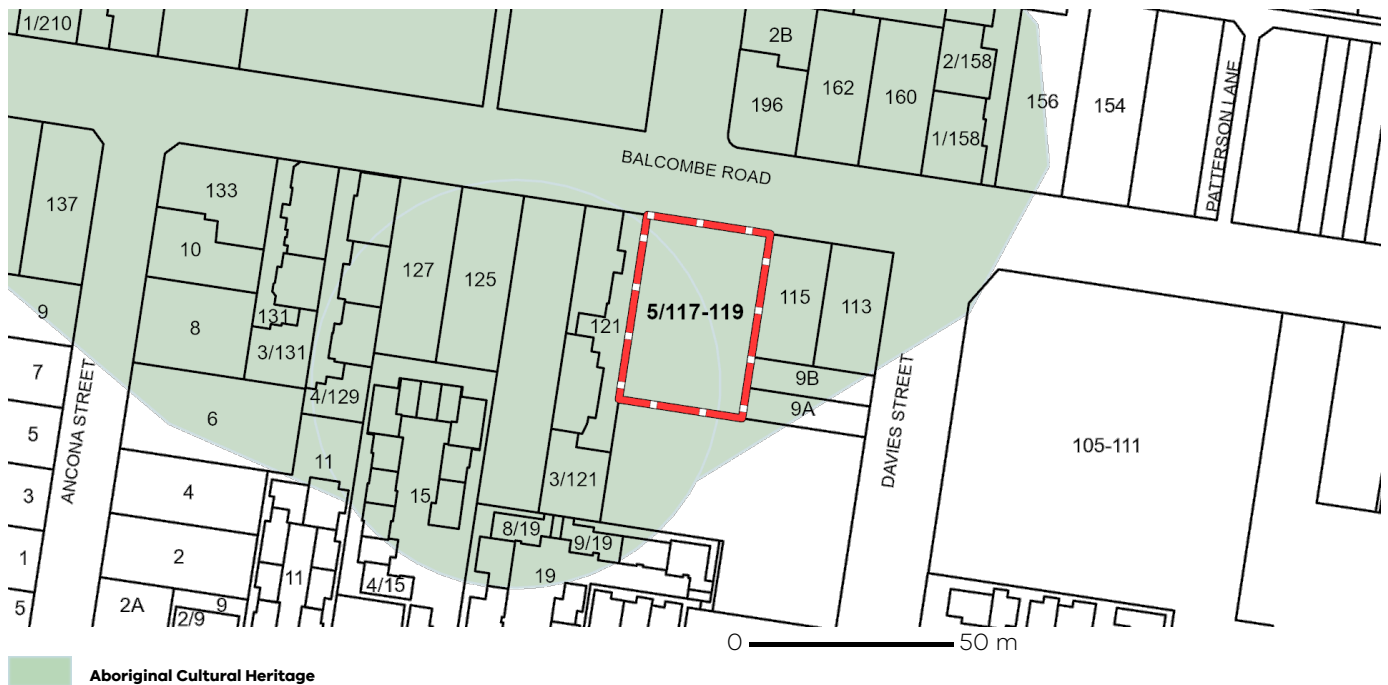
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



# PLANNING PROPERTY REPORT

## Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

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

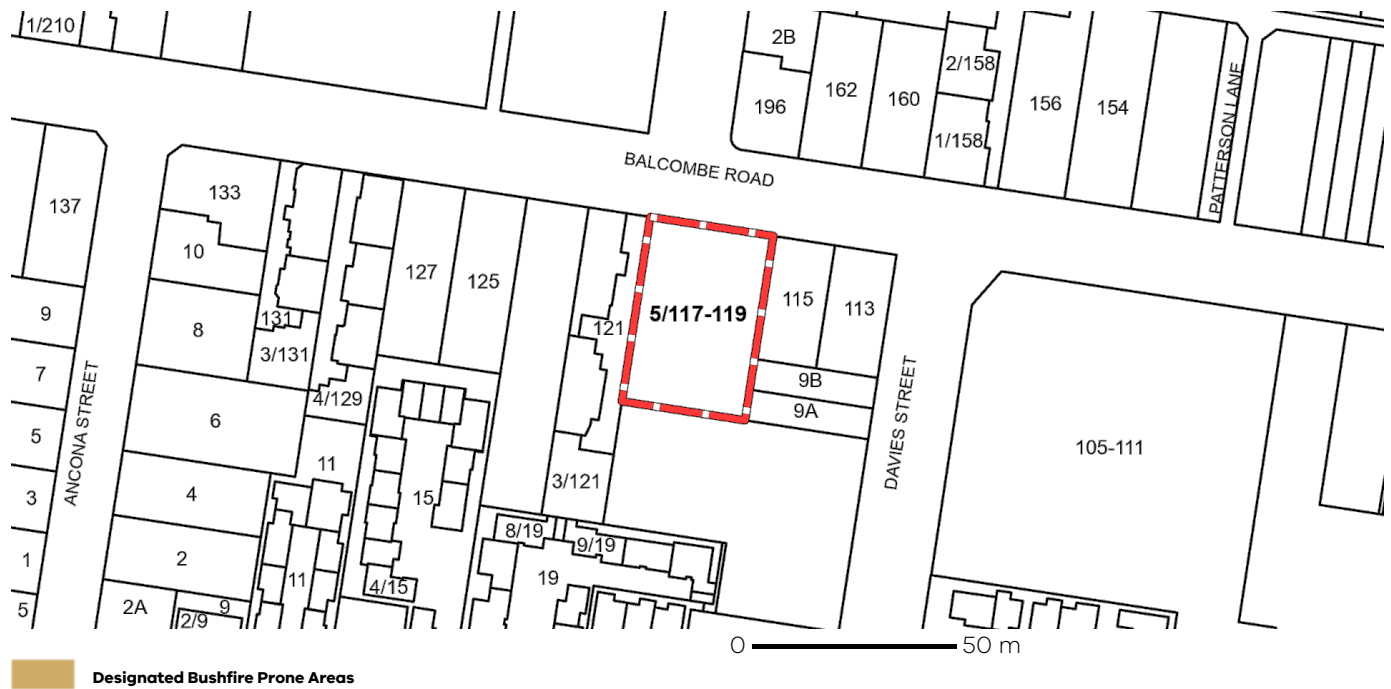
# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

## Native Vegetation

Native plants that are indigenous to 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 this 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).



Level 1, 261 High Street, Ashburton  
P.O. BOX 217, Ashburton 3147  
Ph: (03) 9885 0312

Email: [reception@goughpartners.com.au](mailto:reception@goughpartners.com.au)

23/02/2024

R.E.T Conveyancing  
262 St Kilda Road  
ST KILDA VIC 3182

Dear Sir/Madam,

**Re: OWNERS CORPORATION CERTIFICATE**  
**Owners Corporation Registered Plan No. 2888**  
**Address: Lot 5 & 13, 117-119 Balcombe Road, MENTONE**  
**Your Ref.: POGORILLER**

Further to your request we now enclose the required Owners Corporation Certificate as requested.

We take this opportunity to draw your clients attention that the Insurance Policy does not provide cover for privately owned fixtures and fittings including carpet, curtains, blinds, light fittings or other electrical appliances which may be removed without interference to the electrical wiring in any unit.

Would you please advise this office as soon as settlement has been affected, the name and address of the new owner so that your client's obligation to the Owners Corporation may be cancelled.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Peter Pappas', with a large, sweeping flourish at the end.

Peter Pappas  
**For & on behalf of Owners Corporation RP: 2888**

**OWNERS CORPORATION CERTIFICATE**

*Section 151 Owners Corporations Act 2006 and Reg 11  
Owners Corporations Regulations 2018*

**Owners Corporation No 2888**

**Address 117-119 Balcombe Road MENTONE**

This certificate is issued for Lot **5 & 13** on Plan of Subdivision No **2888**

Postal address is  
5/ 117-119 Balcombe Road Mentone

Applicant for the certificate is **R.E.T Conveyancing**

Address for delivery of certificate: 262 St Kilda Road ST KILDA VIC 3182

Date that the application was received: 23 February 2024

1. The current fees for lot **5 & 13** are \$668.10 per quarter. Fees are payable by quarterly instalments on the 1st day of January, April, July and October.

**BPay details are:**  
**Biller Code - 96503**  
**Reference - 289558256 73073**

2. The fees are paid up until 30 June 2023

3. Unpaid fees, levies and special levies presently total **\$2,517.87** plus penalty interest of **\$77.21**.

4. The special fees, special levies or levies which have been struck, the dates on which they were struck and the dates they are payable are:

| <b>Date</b> | <b>Description</b>                  | <b>Amount</b> |
|-------------|-------------------------------------|---------------|
| 21.06.2023  | Professional fees for debt recovery | \$436.57      |
| 02.08.2023  | Charge for final notice             | \$77.00       |

5. The Owners Corporation has performed or is about to perform the following repair work or act which may incur additional charges to that set out above (refer attached minutes).

Members review the financial status of the Owners Corporation at each Annual General Meeting.

6. The Owners Corporation has the following insurance cover

**Policy Number:** VRSC15006081  
**Cover period:** 31/10/2023 - 31/10/2024  
Paid: 31/10/2023  
Allianz

|                                  |                 |
|----------------------------------|-----------------|
| Building/Common Property-        | \$2,926,323.00  |
| Common Area Contents-            | \$29,263.00     |
| Loss of Rent/Temp Accommodation- | \$438,948.00    |
| Public Liability-                | \$20,000,000.00 |
| Voluntary Workers-               | \$200,000.00    |
| Fidelity-                        | \$100,000.00    |
| Office Bearers-                  | \$250,000.00    |
| Government Audit Costs-          | \$25,000.00     |
| Appeals Expenses-                | \$100,000.00    |
| Legal Expenses-                  | \$50,000.00     |

7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the act.

8. The total funds held by the Owners Corporation are set out in the Balance Sheet attached to this Certificate.

9. The Owners Corporation has no known contingent Liabilities nor otherwise shown or budgeted for in items 1, 4 and 5 nor disclosed in the Minutes of the last Annual General Meeting. Refer attached Minutes

10. The Owners Corporation has not granted any Lease, Licence or special privilege affecting the common property.

11. Are there any current contracts, leases, licences or agreements affecting the common property?

- Gough Partners Management Agreement

12. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public.

13. The Owners Corporation has not submitted any special rules to the Office of Titles. (Refer attached Model Rules).

14. There are no details of any notices or orders served on the Owners Corporation in the last twelve months that have not been satisfied.



15. The Owners Corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings.

16. The Owners Corporation has appointed Gough Partners as Manager.

17. No proposal has been made for the appointment of an administrator

18. Managing Agent: Gough Partners the postal address of which is:  
PO Box 217  
Ashburton VIC 3147

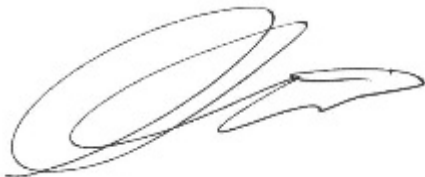
19. Documents attached to the Owners Corporation Certificate are:

1. A copy of schedule 3 of the Owners Corporations Regulations entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
2. Balance Sheet for the period as at 23 February 2024
3. A copy of the Annual General Meeting Minutes from 6 December 2022
4. A copy of Model Rules for an Owners Corporation
5. A copy of the Certificate of Currency

**NOTE:**

More information on prescribed matters may be obtained from an inspection of the Owners Corporation register by making written application to the manager

***Gough Partners Pty Ltd  
Level 1, 261 High Street  
Ashburton Victoria 3147***



.....  
Signature of manager

**Peter Pappas**

.....  
On behalf of Gough Partners  
The registered Manager  
and the Owners Corporation  
Dated this 23/02/2024

**Gough Partners**

Level 1, 261 High Street ASHBURTON VIC 3147 ABN: 32 078 622 581

Ph: (03) 9885 2307 Email: reception@goughpartners.com.au

Printed: 23/02/2024 03:01 pm User: Cathie Zucchelli

**Balance Sheet - O/Corp 2888**  
**117-119 BALCOMBE ROAD, MENTONE, VIC 3194**  
 For the Financial Period 23/02/2024 to 23/02/2024

|                             | Administrative      | Maintenance   | TOTAL<br>THIS<br>YEAR |
|-----------------------------|---------------------|---------------|-----------------------|
| <b>Assets</b>               |                     |               |                       |
| Cash At Bank                |                     |               |                       |
| BALC117 OC NO.2888          | \$549.20            | \$0.00        | \$549.20              |
| Levies Receivable           | \$2,517.87          | \$0.00        | \$2,517.87            |
|                             | <hr/>               |               |                       |
| <b>Total Assets</b>         | <b>\$3,067.07</b>   | <b>\$0.00</b> | <b>\$3,067.07</b>     |
| <b>Liabilities</b>          |                     |               |                       |
| Accounts Payable (GST Free) | \$1,486.72          | \$0.00        | \$1,486.72            |
| Levies Paid in Advance      | \$64.30             | \$0.00        | \$64.30               |
| Premium Funding-Loan        | \$3,855.81          | \$0.00        | \$3,855.81            |
|                             | <hr/>               |               |                       |
| <b>Total Liabilities</b>    | <b>\$5,406.83</b>   | <b>\$0.00</b> | <b>\$5,406.83</b>     |
|                             | <hr/>               |               |                       |
| <b>Net Assets</b>           | <b>\$(2,339.76)</b> | <b>\$0.00</b> | <b>\$(2,339.76)</b>   |
| <b>Owners Funds</b>         |                     |               |                       |
| Opening Balance             | \$(2,339.76)        | \$0.00        | \$(2,339.76)          |
| Net Income For The Period   | \$0.00              | \$0.00        | \$0.00                |
|                             | <hr/>               |               |                       |
| <b>Total Owners Funds</b>   | <b>\$(2,339.76)</b> | <b>\$0.00</b> | <b>\$(2,339.76)</b>   |



Gough Partners Pty Ltd  
ABN 32 078 622 581  
Level 1 261 High Street  
Ashburton VIC 3147  
PH: (03) 9885 0312

reception@goughpartners.com.au  
Date of issue: 15/12/2022

FILE COPY

**MINUTES OF AN ANNUAL GENERAL MEETING  
OWNERS CORPORATION 2888**

**117-119 Balcombe Road MENTONE VIC 3194**

The Annual General Meeting of Owners Corporation 2888  
was held on  
**Tuesday, 6th December 2022**  
at VIC  
Commencing at 05:30 pm

# Minutes for the Annual General Meeting

O/Corp 2888 117-119 Balcombe Road  
06/12/2022 05:30 pm

---

## 1. ATTENDEES, APOLOGIES & PROXIES

| <u>Lot #</u> | <u>Unit #</u> | <u>Attendance</u> | <u>Owner Name/Representative</u>      |
|--------------|---------------|-------------------|---------------------------------------|
| 2            | 2             | Yes               | Deotilla Gibbons                      |
| 4            | 4             | Yes               | Eva Miliakos & Stephen Konstanopoulos |
| 7            | 7             | Yes               | Sean Tascone                          |

Peter Pappas present on behalf of Gough Partners

## 2. QUORUM

A quorum was not achieved either in person or by proxy and therefore pursuant to Owners Corporations Act 2006, the meeting proceeded on the basis that any decisions made would be interim decisions for a period of 29 days. If no petition for a General Meeting from members holding 25% of total lot entitlement is received within this time then on the 29th day the interim decision will be decisions of the Owners Corporation.

## 3. CHAIRPERSON

Peter Pappas was appointed to chair the meeting.

## 4. MINUTES OF PREVIOUS MEETING

Resolved to confirm the minutes of the previous Annual General Meeting held 03/11/2021.

## 5. FINANCIAL STATEMENTS

The financial statements for the period ended 30/09/2022 be adopted.

|                                  |           |
|----------------------------------|-----------|
| Closing Balance Admin Fund       | \$3,451.7 |
| Closing Balance Maintenance Fund | \$0.00    |

Arrears

Lot 1 \$1,011.50 + interest

Lot 5 \$2,137.90 + interest

## 6. INTEREST CHARGES

Resolved that interest be charged at the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983, on the money owed by a Member to the Owners Corporation one month after the due date for fees and charges set under Sections 29 & 30 of the Owners Corporation Act 2006 and on any other amount payable by a lot owner to the Owners Corporation such interest to apply from the due date unless the Committee in any particular case waive the payment of interest.

Resolved that the Owners Corporation approves the Manager to arrange for the issue of legal proceedings and or debt collection against all lot owners in arrears and for all collection costs to be levied to those lots.

## 7. OWNERS CORPORATION MANAGER

Resolved that the Owners Corporation approve the continuing management of Gough Partners, the terms and conditions as per the Contract of Appointment, confirming the functions conferred on the Manager by the Act and Regulations, and the rules of the Owners Corporation.

Resolved to approve that the Contract of Appointment is extended to 6/12/2023 at the annual fee of \$2,200

**8. OWNERS CORPORATION COMMITTEE**Owners Corporation Committee

- a. Committee Election – Unable to elect committee
- b. Owners Corporation Chairperson Election – Unable to elect chairperson
- c. Owners Corporation Secretary Election – Peter Pappas (Gough Partners)

Delegations – Functions and powers of Committee

Subject to the rules of the Owners Corporation, a Committee has all the powers and functions that are delegated to it by under Section 11 of the Owners Corporation Act 2006. Therefore, the elected committee members of the Owners Corporation are delegated any power or function of the Owners Corporation.

**9. INSURANCE**

Resolved to maintain the current Building Sum Insured

The insurance was renewed using Premium Funding because of insufficient funds at the time of renewal, It was resolved to increase the building sum insured to the level of the valuation when funds become available.

Policy: VRSC15006081

Insurer: Allianz

Broker: Honan Insurance Group

Premium: \$4,994.30 Paid on: 31/10/2022 Renewal date: 31/10/2023

| COVER                           | SUM INSURED     | EXCESS          |
|---------------------------------|-----------------|-----------------|
| Building/Common Property        | \$2,926,323.00  | Excess \$500.00 |
| Common Area Contents            | \$29,263.00     | Excess \$500.00 |
| Loss of Rent/Temp Accommodation | \$438,948.00    | Excess \$500.00 |
| Public Liability                | \$20,000,000.00 | Excess \$500.00 |
| Voluntary Workers               | \$200,000.00    | Excess \$500.00 |
| Fidelity                        | \$100,000.00    | Excess \$500.00 |
| Office Bearers                  | \$250,000.00    | Excess \$500.00 |
| Government Audit Costs          | \$25,000.00     |                 |
| Appeals Expenses                | \$100,000.00    |                 |

EXCESS**Excess Liability**

In accordance with the Owners Corporations Act (s23A) the Owners Corporation resolved to recover the insurance excesses from the responsible party. The Owners Corporation may levy any lot owner the cost of any excess amount resulting from an attributable insurance claim.

Contents cover: The manager recommends that owners arrange their own contents cover within their own units for items such as carpets, light fittings, curtains etc., these are not covered under the owners corporation cover.

Remuneration: The manager wishes it noted that it receives a fee from the insurer for service relating to the referral of business and assistance in organising all insurance claims, which in no way adds any additional cost to the premium.

**10. INSURANCE BUILDING VALUATION**

A valuation was obtained on 13/09/2022 for \$4,220,000

Resolved to increase the sum insured to the level of the valuation when funds become available.

**11. ESSENTIAL SAFETY MEASURES**

Resolved to confirm that OC 2888 complies with current regulations and the ESM reports will continue to be conducted on an annual basis.

## 12. GENERAL MAINTENANCE

Members noted that the following items were attended to over the last 12 months –

- Fluctuating water pressure - SEW working in the street
- Jet clean sewer drain blockage - sanitary & face wipes
- Replace rotted stair landing treads
- Tiles off roof following storm
- Pressure clean garage door
- Property valuation and inspection

### Maintenance

- Resolved to repair the crumbling walkway fascia at units 4 & 5
- Resolved to repair /replace broken covers for security lighting
- Resolved to cut back branches over-hanging fence at the rear of unit 2
- Resolved to inspect the roof of unit 2 as owner reports leak is still apparent

## 13. BUDGET

Resolved that the proposed budget of \$20,000 as tabled be adopted

|                  |          |
|------------------|----------|
| Admin Fund       | \$20,000 |
| Maintenance Fund | \$0.00   |

NOTE- As there is an increase in the Budget, in order to collect the full Budget amount for the current year as per the accepted Budget, an adjustment levy will be struck for the quarters already issued.

## 14. GENERAL BUSINESS

Resolved that the owner of Lot 1 is to be sent a breach notice to remove the signage erected and dismantle the gate as was agreed to in 2019.

NOTE: That pursuant to Section 2.2 of the Contract of Appointment between the Owners Corporation and Gough Partners, additional costs may be incurred to manage major repairs and projects undertaken by the Owners Corporation.

NOTE – In accordance with Section 49 (1) of the Owners Corporation Act 2006, an Owners Corporation may recover as a debt the cost of repairs, maintenance or other works undertaken wholly or substantially for the benefit of one or some, but not all, of the lots affected by the Owners Corporation from the lot owners.

**CLOSURE:** There being no further business, the Chairperson declared the meeting closed at 06:45 pm.

NOTE – Gough Partners will communicate via email with all lots unless otherwise requested. All Notice of Meetings, Minutes, Correspondence and Levy Notices will be emailed to all Lot Owners or Agents.

## Owners Corporation Regulations 2018

---

### **Schedule 2 - Model rules for an owners corporation**

Regulation 11

#### **1 Health, safety and security**

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

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

##### **1.2 Storage of flammable liquids and other dangerous substances and materials**

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

##### **1.3 Waste disposal**

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

##### **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 14 working 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**.

## Owners Corporation Regulations 2018

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### **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.**



# STRATA COMMUNITY INSURANCE

[stratacommunityinsure.com.au](https://stratacommunityinsure.com.au)

**T** 1300 SCINSURE (1300 724 678)  
**E** [myenquiry@scinsure.com.au](mailto:myenquiry@scinsure.com.au)  
**P** PO Box 13132 Law Courts VIC 8010  
**A** Level 19 570 Bourke Street, Melbourne VIC 3000

## CERTIFICATE OF CURRENCY

### THE INSURED

|                        |  |
|------------------------|--|
| POLICY NUMBER          | VRSC15006081   |
| PDS AND POLICY WORDING | Residential Strata PDS & Policy Wording SCI034-Policy-RS-PPW-02/2021     |
| THE INSURED            | Owners Corporation Plan No. RP 2888                                      |
| SITUATION              | 117-119 Balcombe Road<br>Mentone VIC 3194                                |
| PERIOD OF INSURANCE    | Commencement Date: 4.00pm on 31/10/23<br>Expiry Date: 4.00pm on 31/10/24 |
| INTERMEDIARY           | Honan Insurance Group Pty Ltd  |
| ADDRESS                | Level 9, IBM Tower, 60 City Road<br>Melbourne VIC 3006                   |
| DATE OF ISSUE          | 1 November 2023  |

### POLICY LIMITS / SUMS INSURED

|            |   |  |                   |
|------------|---|--|-------------------|
| SECTION 1  | PART A  | 1. Building                                | \$2,926,323       |
|            |   | Common Area Contents                       | \$29,263          |
|            |   | 2. Terrorism Cover under Section 1 Part A2 | Applies           |
|            | PART B  | Loss of Rent/Temporary Accommodation       | \$438,948         |
|            |   | 2. Floating Floors                         | Included          |
| SECTION 2  | Liability   |  | \$20,000,000      |
| SECTION 3  | Voluntary Workers                                   |  | \$200,000/\$2,000 |
| SECTION 5  | Fidelity Guarantee                                  |  | \$100,000         |
| SECTION 6  | Office Bearers' Liability                           |  | \$250,000         |
| SECTION 9  | PART A - Government Audit Costs - Professional Fees |  | \$25,000          |
|            | PART B - Appeal Expenses                            |  | \$100,000         |
|            | PART C - Legal Defence Expenses                     |  | \$50,000          |
| SECTION 10 | Lot Owners' Fixtures and Improvements               |  | \$300,000         |

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

**Hodges Mentone Unit Trust**

44 Florence Street,  
Mentone, VIC 3194

P: 03 9584 6500

E: [mentone@hodges.com.au](mailto:mentone@hodges.com.au)

ABN: 85 944 737 308



# Residential Rental Agreement Renewal

for

5/117-119 Balcombe Road, Mentone VIC 3194

This agreement is between **Boris Pogoriller**  
and **Kien Tat, Thanh Tat**.

# Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

## Part A - General

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

### 1. Date of agreement

This is the date the agreement is signed

Sat 14/10/2023

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

### 2. Premises let by the rental provider

Address of premises

5/117-119 Balcombe Road, Mentone VIC

Postcode 3194

### 3. Rental provider details

Full name or company  
name of rental  
provider

Boris Pogoriller

Address (if no agent is  
acting for the rental  
provider)

Postcode

Phone number

ACN (if applicable)

Email address

#### Rental provider's agent details (if applicable)

Full name

Hodges Mentone Unit Trust

Address

44 Florence Street, Mentone, VIC

Postcode 3194

Phone number

03 9584 6500

ACN (if applicable)

Email address

mentone@hodges.com.au

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

#### 4. Renter details

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

Full name of **renter 1**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address:  **Postcode**

Phone number:

Email:

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#### 5. Length of the agreement

Fixed term agreement

Start date

(this is the date the agreement starts and you may move in)

End date

Periodic agreement (monthly)

Start date

**Note:** If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

## 6. Rent

|   |  |                                    |  |
|---|--|------------------------------------|--|
| Rent amount(\$)<br>(payable in advance)                                     | <input type="text" value="1629.47"/>               |                                    |  |
| To be paid per  | <input type="checkbox"/> week                      | <input type="checkbox"/> fortnight | <input checked="" type="checkbox"/> calendar month |
| Day rent is to be paid (e.g. each<br>Thursday or the 11th of each<br>month) | <input type="text" value="4th day of each month"/> |                                    |  |
| Date first rent payment due   | <input type="text" value="Sat 04/11/2023"/>        |                                    |  |
| The rent will be increasing to  | <input type="text" value="\$1781.55"/>             | per month                          | from <input type="text" value="Sun 03/12/2023"/>   |

## 7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA on 1300 13 71 64

|                        |   |
|------------------------|---|
| Rental bond amount(\$) | <input type="text" value="1629.47"/>        |
| Bond lodgement date    | <input type="text" value="Mon 04/07/2022"/> |
| Bond Lodgement No.     | <input type="text" value="15355457"/>       |

## Part B – Standard terms

### 8. Rental provider's preferred method of rent payment

**Note:** The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

**Note:** The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

direct debit  bank deposit  cash  cheque  money order  BPay

other electronic form of payment, including Centrepay



## Payment details (if applicable)

|                 |                                     |
|-----------------|-------------------------------------|
| BSB:            | 033000                              |
| Account:        | 823331                              |
| Account name:   | Hodges Mentone Rental Trust Pty Ltd |
| Bank Reference: | TEN10170                            |

**9. Service of notices and other documents by electronic methods**

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

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

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

 Yes

 No
**9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?**

(Renter to tick as appropriate)

**Renter 1**  Yes

 No

**Renter 2**  Yes

 No

**Renter 3**  Yes

 No

**Renter 4**  Yes

 No

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## 10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

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

Emergency contact name

Hodges

Emergency phone number

03 9584 6500

Emergency email address

mentone@hodges.com.au

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## 11. Professional cleaning

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

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

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

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## 12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

No

Yes

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## 13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided

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

## Part C – Safety related activities

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### 14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
  - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
- 

### 15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
  - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
- 

### 16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
  - i. any smoke alarm is correctly installed and in working condition; and
  - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
  - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.  
**Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
  - i. information about how each smoke alarm in the rented premises operates;
  - ii. information about how to test each smoke alarm in the rented premises;
  - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

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

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### 17 Swimming pool barrier safety activities

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

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

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

### 18 Relocatable pool safety activities

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

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

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

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### 19 Bushfire prone area activities

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

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

## Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [consumer.vic.gov.au/renting](https://consumer.vic.gov.au/renting).

## 20. Use of the premises

### The renter:

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

## 21. Condition of the premises

### The rental provider:

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

### The renter:

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

## 22. Modifications

### The renter:

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

### The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

## 23. Locks

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

## 24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

## 25. Urgent repairs

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

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

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

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

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

## 26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
  - damage to the premises; and
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

## 27. Assignment or sub-letting

### The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

### The rental provider:

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

## 28. Rent

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

## 29. Access and entry

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

## 30. Pets

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

## Part E - Additional terms

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### 31. Additional terms (if any)

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

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit [consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

### 32. Residential Tenancy Database

In accord with Section 439 (1) of the Act Hodges Mentone Unit Trust will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by Hodges Mentone Unit Trust subject to the Act.

### 33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or Hodges Mentone Unit Trust may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or Hodges Mentone Unit Trust may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

### 34. Availability of Premises

Hodges Mentone Unit Trust will use its best endeavours so that the Premises are available on the Commencement Date.

### 35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or Hodges Mentone Unit Trust should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

### 36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

### 37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior



written consent of the Rental Provider. Any request for consent must be made in writing to Hodges Mentone Unit Trust.

**38. No Representations**

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or Hodges Mentone Unit Trust in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

**39. Condition Report**

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to Hodges Mentone Unit Trust within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by Hodges Mentone Unit Trust will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

**40. No Promise of Renewal**

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or Hodges Mentone Unit Trust in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

**41. Rental Provider Termination**

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

**42. Lost Keys**

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. Hodges Mentone Unit Trust does not guarantee that it holds a spare set of keys to the Premises at its offices.

**43. Extra Keys**

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to Hodges Mentone Unit Trust at the end of the tenancy without reimbursement.

**44. Floor Protection**

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

**45. Changing Locks**

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or Hodges Mentone Unit Trust a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

**46. Comply with Insurance**

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

**47. No Invalidating Insurance**

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

**48. Protection Against Damage**

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or Hodges Mentone Unit Trust or their respective contractors.

**49. Shared Services**

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

**50. No Servicing Vehicles**

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

**51. Report Damage or Injury**

The Renter shall notify Hodges Mentone Unit Trust immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

**52. Notify Blockages**

The Renter must as soon as practicable notify the Rental Provider or Hodges Mentone Unit Trust of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or Hodges Mentone Unit Trust or their respective contractors.

**53. Alterations**

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

**54. Rubbish**

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

**55. Pests**

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

**56. Hanging Clothes**

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

**57. Replace Light Globes**

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

**58. Smoke Free Zone**

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

**59. Payment of Rental**

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by Hodges Mentone Unit Trust from time to time.

**60. Rental Increase**

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

**61. Maintain Garden**

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

**62. Watering System**

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, Hodges Mentone Unit Trust or their contractors.

**63. Rental Provider Repairs**

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify Hodges Mentone Unit Trust in writing.

**64. Urgent Repairs**

The Renter acknowledges that Hodges Mentone Unit Trust is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact Hodges Mentone Unit Trust during business hours or after hours information service on 03 9584 6500 or Hodges Mentone Unit Trust approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

**65. Vehicle Parking**

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

**66. Pets**

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or Hodges Mentone Unit Trust. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or Hodges Mentone Unit Trust may impose reasonable conditions. It is not unreasonable for the Rental Provider or Hodges Mentone Unit Trust to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or Hodges Mentone Unit Trust to keep a pet at the Premises the Renter must complete and provide a pet request form.

**67. Pools and Water Features**

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

**68. Rental Provider Entry**

Subject to compliance with the Act, the Rental Provider or Hodges Mentone Unit Trust has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provide further that at least 7 days' written notice has been given to the Renter.

**69. Assignment and Sub-Letting**

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or Hodges Mentone Unit Trust in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or Hodges Mentone Unit Trust for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of Hodges Mentone Unit Trust as agent to manage the Premises.

**70. Rental Provider Notice**

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

**71. Renter Notice**

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

**72. Periodic Tenancy**

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

**73. Rental Provider Expenses**

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Hodges Mentone Unit Trust the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by Hodges Mentone Unit Trust;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

**74. Return Keys**

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to Hodges Mentone Unit Trust during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

**75. No Set-Off**

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

**76. Remove Personal Property**

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

**77. Window Cleaning**

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

**78. Carpet Cleaning**

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide Hodges Mentone Unit Trust with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

**79. Definitions and Interpretation**

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

**80. Electronic Notices**

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of Hodges Mentone Unit Trust. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

**81. Change of Electronic Address**

The Rental Provider and the Renter must give immediate written notice to the Other Party and Hodges Mentone Unit Trust if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

**82. Withdraw Consent**

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or Hodges Mentone Unit Trust but such notice shall only become effective on receipt by the Rental Provider or Hodges Mentone Unit Trust.

**83. Furnishings**

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

**84. Care for Furnishings**

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

**85. Repair/Replacement of Furnishings**

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

**86. Cost of Repairs/Replacements**

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

**87. Owners Corporation**

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

## 1. Emergency maintenance Procedure

*Under the Residential Tenancies Act 1997, urgent repairs in a rental property are:*

- *burst water service*
- *blocked or broken single-toilet system*
- *serious roof leak*
- *gas leak*
- *dangerous electrical fault*
- *flooding or serious flood damage*
- *serious storm or fire damage*
- *failure or breakdown of any essential service or appliance provided by a landlord or agent for hot water, water, cooking, heating, cooling or laundering*
- *failure or breakdown of the gas, electricity, or water supply*
- *any fault or damage in the premises that makes the premises unsafe or insecure*
- *an appliance, fitting, or fixture that is not working properly and causes a substantial amount of water to be wasted*
- *a serious fault in a lift or staircase.*

*Our office is closed from 5:00 pm to 9:00 am on weekdays and closed on weekends and Public Holidays. During these hours if you have an emergency situation the below trades can be contacted:*

*Plumbing: Peter Wain Plumbing - 0418 536 358*

*Electrical: NH Electrical - 0404 836 571*

*Locksmith: Dynamic Locksmith - 0403 040 315*

*Freak Weather Emergencies: Victorian State Emergency Service (SES) – 13 25 00*

*For renters in a strata building with an owners corporation: If your emergency is in relation to a common area, please try to locate the details of the Owner Corporation as they will have their own list of emergency tradespeople (often a sign is posted at the main entrance to your building/complex*

If you contact our emergency trades please also ensure you email [mentoneadmin@hodges.com.au](mailto:mentoneadmin@hodges.com.au) and text your Property Manager and advise you have called the after-hours and the reason why so we know to expect an invoice and let the landlord know what has happened as soon as possible.

## 2.

### AGL - Hot Water Service

The tenant acknowledges that the hot water supplied to the premises is supplied by AGL Energy ("AGL") utilising communal hot water tanks, where water is heated by natural gas. The hot water tanks are located within common property, in the basement of Unit/Lot 2.

The AGL hot water service is separate to the gas service directly connected to the premises for heating and cooking. The tenant is liable for the cost of hot water supplied to the premises by AGL. The tenant may set up a direct account with AGL for the cost of hot water supplied premises; in default of this the tenant agrees to reimburse the landlord for the hot water charges invoiced by AGL to the landlord.

## Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

### Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?  
(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)  
If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.  
Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

Yes  No

Comments

-

### Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?  
If yes, please provide details below.

Yes  No

Comments

-

### Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

Yes  No

Comments

-



## Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

Yes  No

Comments

-

## Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

Yes  No

Comments

-

## Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?  
If they have been carried out, please provide the dates of the latest applicable checks below.

Yes  No

Comments

-

## Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

Yes  No

Comments

-

## Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

Yes  No

Comments

-

## Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

Yes  No

Comments

-

## Building Work Dispute

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

Yes  No

Comments

-

## OC Dispute

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

Yes  No

Comments

-

## Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?  
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

Yes  No

Comments

-

## Heritage Register

Are the premises considered a registered place?  
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

Yes  No

Comments

-

## Minimum Standards

Do the premises comply with the rental minimum standards?  
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.  
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).  
If the premises does not meet any of the requirements, please provide details below.

Yes  No

Comments

-

## Right To Let the Premises

Are you the owner of the property?  
If you are not, please advise the specifics of your rights to let the property on the owners behalf.

Yes  No

Comments

-

## Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

Yes  No

Comments

-

## Appliances

Are you aware of any appliances including cooking, heating, cooling or electrical that are not functioning at present for example stove top igniters, old heaters, power-points etc ?

If so this must be removed or repaired as per legislative requirements.

Yes  No

Comments

-

### Renter Acknowledgement

1. Kien Tat viewed and acknowledged at Fri, 13/10/2023 22:07
2. Thanh Tat viewed and acknowledged at Fri, 13/10/2023 21:08

## Privacy Collection Notice

As professional property managers **Hodges Mentone Unit Trust** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9584 6500

### Primary Purpose

As professional property managers, **Hodges Mentone Unit Trust** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Hodges Mentone Unit Trust** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.  
The database operator can be contacted for information on the service or to request a copy of the data held via email at [info@tenancydatabase.com.au](mailto:info@tenancydatabase.com.au) or by submitting the request form on their website at the following address  
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

### Secondary Purpose

**Hodges Mentone Unit Trust** also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

### Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Hodges Mentone Unit Trust** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Hodges Mentone Unit Trust** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Hodges Mentone Unit Trust** privacy policy can be viewed without charge on the **Hodges Mentone Unit Trust** website; or contact your local **Hodges Mentone Unit Trust** office and we will send or email you a free copy.

### Disclaimer

**Hodges Mentone Unit Trust** its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Hodges Mentone Unit Trust** disclaims all liability and responsibility including for negligence for

any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

## Signatures

This agreement is made under the Act.

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

### Rental Provider's Agent

Rental Provider's Agent : **Vicky Miller** on behalf of **Boris Pogoriller** (Rental Provider)



Signed at Sat, 14/10/2023 15:39

### Renter(s)

Renter 1: **Kien Tat**



Signed at Fri, 13/10/2023 22:09

Renter 2: **Thanh Tat**



Signed at Fri, 13/10/2023 21:09

## AUDIT TRAIL

### Kien Tat (Renter)

- Fri, 13/10/2023 19:47 - Kien Tat clicked 'start' button to view the Residential Rental Agreement Renewal
- Fri, 13/10/2023 22:06 - Kien Tat clicked 'start' button to view the Residential Rental Agreement Renewal
- Fri, 13/10/2023 22:09 - Kien Tat stamped saved signature the Residential Rental Agreement Renewal
- Fri, 13/10/2023 22:10 - Kien Tat submitted the Residential Rental Agreement Renewal

### Thanh Tat (Renter)

Fri, 13/10/2023 18:02 - Thanh Tat clicked 'start' button to view the Residential Rental Agreement Renewal  
Fri, 13/10/2023 18:03 - Thanh Tat clicked 'start' button to view the Residential Rental Agreement Renewal  
Fri, 13/10/2023 18:44 - Thanh Tat clicked 'start' button to view the Residential Rental Agreement Renewal  
Fri, 13/10/2023 19:06 - Thanh Tat clicked 'start' button to view the Residential Rental Agreement Renewal  
Fri, 13/10/2023 19:22 - Thanh Tat clicked 'start' button to view the Residential Rental Agreement Renewal  
Fri, 13/10/2023 21:04 - Thanh Tat clicked 'start' button to view the Residential Rental Agreement Renewal  
Fri, 13/10/2023 21:09 - Thanh Tat stamped saved signature the Residential Rental Agreement Renewal  
Fri, 13/10/2023 21:09 - Thanh Tat submitted the Residential Rental Agreement Renewal

**Vicky Miller (Rental Provider's Agent)**

Sat, 14/10/2023 15:39 - Vicky Miller clicked 'start' button to view the Residential Rental Agreement Renewal  
Sat, 14/10/2023 15:39 - Vicky Miller stamped saved signature the Residential Rental Agreement Renewal  
Sat, 14/10/2023 15:39 - Vicky Miller submitted the Residential Rental Agreement Renewal

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**AGREEMENT END**

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**BUILDING CERTIFICATE**  
**Building Regulations 2018**  
**Regulation 51 (1)**

**Certificate Number :** JA:SLAGM1:483203  
**Your Reference:** 72008993-031-8:60950  
**Contact:** Michelle Slagter  
**Phone number:** 9581 4130

1 March 2024

**Property Address: 5 / 117-119 Balcombe Road, MENTONE VIC 3194**

**Regulation 51(1)**

There is no record of any Building Permits being issued for construction on the allotment during the last 10 years.

There are no outstanding Building Act 1993 and Building Regulations 2018 Notices or Orders currently recorded against the Property.

**Residential Notes:**

- As of 1 December 2019, all pools and spas must be registered with council and a compliance certificate provided confirming that the existing pool barrier is compliant with the relevant Australian standards.
- The Building Regulations also require **Smoke Alarms** to be installed within all residential buildings. Fines or prosecution may result if these legal requirements are not satisfied.
- As of the 11<sup>th</sup> March 2009, all building works for Class 1, Class 2, Class 3 and associated Class 10a buildings must comply with the **Bushfire protection** requirements of the Building Code of Australia as required by the Building Amendment (Bushfire Construction) Regulations 2018.

An inspection has not been specifically conducted as a result of your enquiry, or to establish if any building works on the above property comply with Building Act/Regulations, therefore answers are provided from the information already available to Council. This reply has been prepared as accurately as possible at the time of writing, but Council accepts no liability for omission or errors contained in information supplied as routine procedure for circumstances subject to change.

A handwritten signature in black ink, appearing to read "John Anagianis".

**John Anagianis**  
**Municipal Building Surveyor**

*community inspired leadership*



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

RET Conveyancing  
262 St Kilda Rd  
ST KILDA 3182

Client Reference: POGORILLER

NO PROPOSALS. As at the 23th February 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 5 117 - 119 BALCOMBE ROAD, MENTONE 3194  
CITY OF KINGSTON

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 23th February 2024

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 71942865 - 71942865143415 'POGORILLER'**

## Vendor/supplier GST withholding notice

Pursuant to section 14–255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

Purchaser/recipient: \_\_\_\_\_

Property address: 5/117-119 Balcombe Road

Mentone VIC 3194

Lot no.: 5 Plan of subdivision: 002888

*[Cross out whichever is not applicable]*

The Purchaser/recipient 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.

From: Vendor/supplier: Boris Pogoriller

Dated: 04/03/2024

Signed by or on behalf of the vendor/supplier: *Inna Segal* – authorised to sign on behalf of vendor

## 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](http://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.

(04/10/2016)