




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.

Land	UNIT 4, 96 ALBERT STREET, WARRAGUL VIC 3820	
Vendor's name	Rae Mullen	Date / /
Vendor's signature	<div>DocuSigned by:  57253960D56E4B6...</div> Elizabeth Rae Mullen as Power of Attorney for Rae Mullen	3/3/2023
Purchaser's name		Date / /
Purchaser's signature	<hr/>	
Purchaser's name		Date / /
Purchaser's signature	<hr/>	

1. FINANCIAL MATTERS

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

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

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

None to the Vendor's knowledge

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants 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 within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

☒ Are contained in the attached certificates and/or statements

4.2 Agricultural Chemicals

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

Nil

4.3 Compulsory Acquisition

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

Nil

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

9.2 ☒ Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

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 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. GST NOTICE

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

14. 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)

Enduring Power of Attorney

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.

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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 11556 FOLIO 469

Security no : 124104303402Q

Produced 28/02/2023 04:29 PM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 518933J.
PARENT TITLE Volume 10799 Folio 721
Created by instrument AL734905Q 06/03/2015

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

RAE MULLEN of UNIT 4 96 ALBERT STREET WARRAGUL VIC 3820
AL761299E 18/03/2015

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AC813553K 22/04/2004

DIAGRAM LOCATION

SEE PS518933J 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 4 96 ALBERT STREET WARRAGUL VIC 3820

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS518933J

DOCUMENT END

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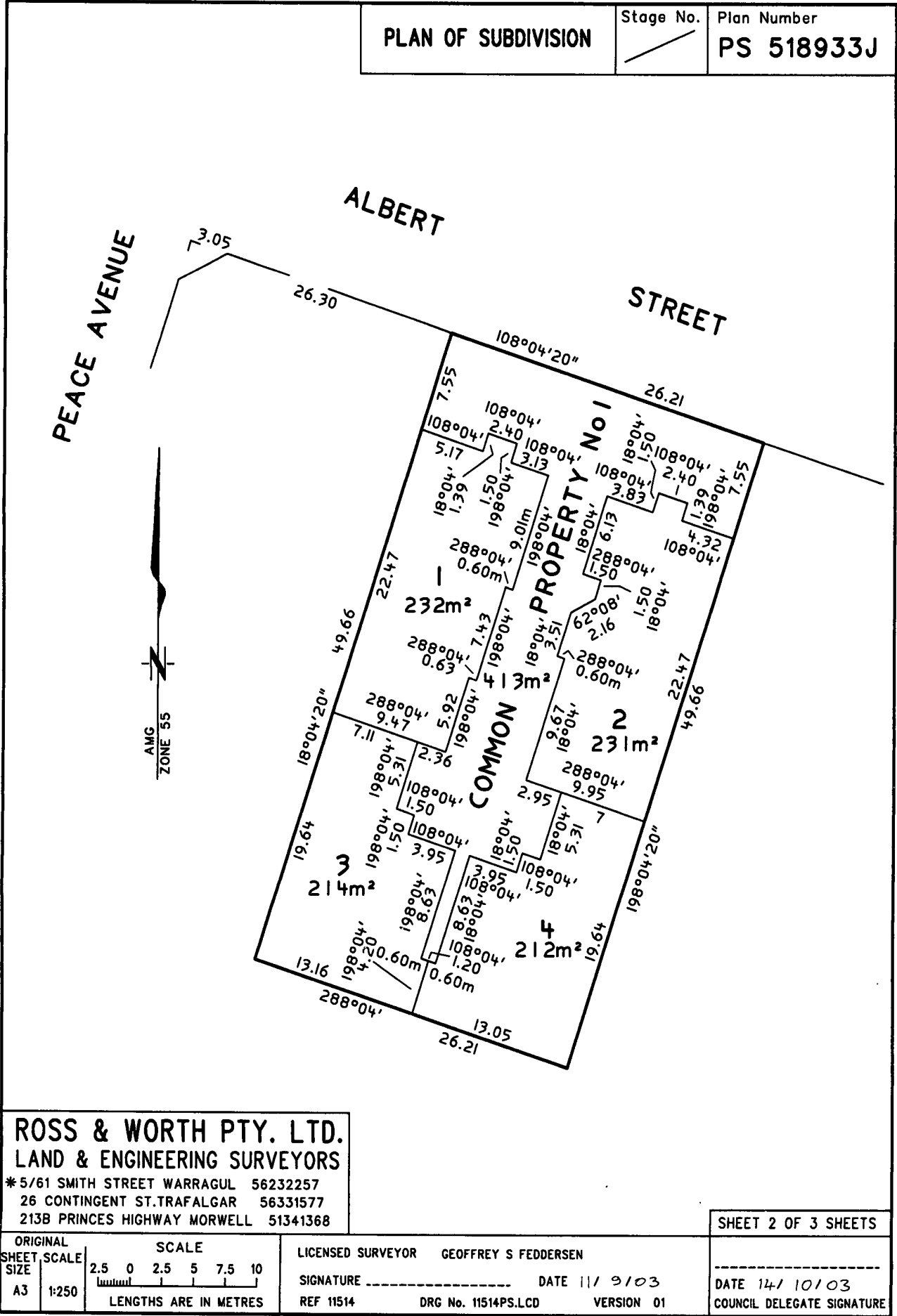
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PLAN OF SUBDIVISION			Stage No. 	LR use only EDITION 1	PS 518933J
Location of Land Parish: DROUIN EAST Township: WARRAGUL Section: 7 Crown Allotment: 1 (PART) Crown Portion: _____ Title References: VOL 9679 FOL 062 Last Plan Reference: LP 68384 (LOT 2) Postal Address: 96 ALBERT STREET WARRAGUL, 3820 AMG Co-ordinates: E 406910 Zone 55 (Of approx. centre of plan) N 5775540			Council Certification and Endorsement. Council Name: BAW BAW SHIRE COUNCIL Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6. / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council seal Date 14 / 10 / 03 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date / /		
Vesting of Roads or Reserves					
Identifier		Council/Body/Person			
Nil		Nil			
Notations					
Depth Limitation: Does not apply			Staging This is not a staged subdivision. Planning Permit No.		
THE LAND BEING SUBDIVIDED IS SHOWN ENCLOSED BY CONTINUOUS THICK LINES.			Survey:- This plan is based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s). 24 & 98 In proclaimed Survey Area no. _____		
Easement Information					
Legend: A- Appurtenant Easement E- Encumbering Easement R- Encumbering Easement (Road) IMPLIED EASEMENTS UNDER SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND					LR use only Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date 7 / 5 / 04
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	LR use only PLAN REGISTERED TIME 11:34 am DATE 11 / 05 / 2004 Assistant Registrar of Titles Sheet 1 of 3 Sheets
ROSS & WORTH PTY. LTD. LAND & ENGINEERING SURVEYORS * 5/61 SMITH STREET WARRAGUL 56232257 26 CONTINGENT ST. TRAFALGAR 56331577 213B PRINCES HIGHWAY MORWELL 51341368			LICENSED SURVEYOR GEOFFREY S FEDDERSEN SIGNATURE _____ DATE 11 / 9 / 03 REF 11514 DRG No. 11514PS.LCD VERSION 01		_____ DATE 14 / 10 / 03 COUNCIL DELEGATE SIGNATURE Original sheet size A3



PS518933J

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

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Planning and Environment Regulations 1998 No.8

FORM 13

AC813553K

22/04/2004 \$63 173



Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles office by:

Name: Gray Friend & Long

Phone: 5623 1511

Address: 70 Queen Street, Warragul, 3820

Ref: Customer Code:

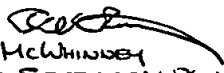
The Authority having made an agreement referred to in section 181(1) of the
Planning and Environment Act 1987 requires a recording to be made in the
Register for the land.

Land: Volume 9679 Folio 062

Authority: (name and address) Baw Baw Shire Council
Civic Place, Warragul

Section and Act under which agreement made: Section 173 Planning & Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority: 
Name of Officer: PETER McWHINNEY
SENIOR STATUTORY PLANNER

Date: 23 MARCH 2004



DAC813553K-1-7



THIS AGREEMENT is made the 23rd day of March 2004

BETWEEN

BAW BAW SHIRE COUNCIL

(hereinafter called "Council")

AND

FARNHAM DEVELOPMENTS PTY LTD

(hereinafter called the "Owner")

AC813553K

22/04/2004 \$63 173



Whereas:

1. The owner is the registered proprietor of ("the Land") being the land comprised in Certificates of Title Volume 9679 Folio 062
2. The Council and the Owner have agreed to enter into an agreement under Section 173 of the Planning and Environment Act 1987 to provide, as set out in Planning Permit No 03397, that:

No buildings may be constructed or works carried out on any Lot on PS 518933J unless in accordance with the plans endorsed pursuant to Planning Permit No 03174 issued by the Baw Baw Shire Council and amended from time to time in accordance with the Baw Baw Planning Scheme and the Planning & Environment Act.

Now this agreement witnesseth and the parties agree and covenant as follows:

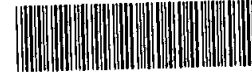
1. Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act 1987.
2. This Agreement shall come into force immediately upon execution by both parties hereto and shall run with the land.
3. The Owner covenants that it will bring this Agreement to the attention of all purchasers, mortgagees, transferees and assignees of the Land.
4. Each of the parties hereto shall respectively sign and execute all such further documents and deeds and do all acts and things as the other party shall reasonably require for completely effectuating this Agreement.
5. The Owner covenants with the Council that:
 - a) No buildings may be constructed or works carried out on any Lot on PS 518933J unless in accordance with the plans endorsed pursuant to Planning Permit No 03174 issued by the Baw Baw Shire Council and amended from time to time in accordance with the Baw Baw Planning Scheme and the Planning & Environment Act.



DAC813553K-2-5

AC813553K

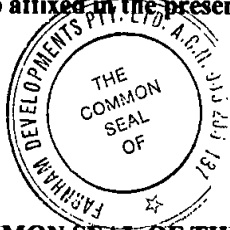
22/04/2004 \$63 173



6. The Owner covenants that it will prepare or cause to be prepared an application under section 181 of the Planning and Environment Act 1987 enabling registration of this Agreement at the Land Titles Office and the Owner further agrees to pay all duties and fees payable in connection with this Agreement at the Land Titles Office.
7. The Owner covenants that it will as soon as practicable upon the formation of this Agreement take all steps reasonably necessary to enter a memorandum of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Planning and Environment Act 1987 so that it shall run with the land.
8. Whenever herein the word "Owner" shall mean the person or persons entitled from time to time to be registered by the Registrar of titles as proprietor or proprietors of an estate in fee simple of the whole or part of the Land.
9. This agreement will end when all works required by Planning Permit No 03174 are completed and a Certificate of Occupancy issued for the dwellings permitted by Planning Permit No 03174.

EXECUTED AS A DEED

**THE COMMON SEAL OF
FARNHAM DEVELOPMENTS PTY LTD**
Was hereto affixed in the presence of



DRC813553K-3-3

Director

**THE COMMON SEAL OF THE MAYOR
COUNCILLORS AND ALL CITIZENS OF
THE BAW BAW SHIRE COUNCIL**
Was hereto affixed in the presence of

Authorised Officer



Councillor

Councillor

DATED the 23rd day of March 2004



Premium Property Report

4/96 Albert Street, Warragul Vic 3820

Created On: February 28th, 2023

DETAILS					
LOT/PLAN NUMBER OR CROWN DESCRIPTION Lot. 4 PS518933			SPI (STANDARD PARCEL IDENTIFIER) 4\PS518933		
LOCAL GOVERNMENT (COUNCIL) Baw Baw			COUNCIL PROPERTY NUMBER 20542		
LAND SIZE (APPROX) 208.93m ²	FLOOR AREA 91m ²	FRONTAGE (APPROX) Unavailable	ORIENTATION Unavailable	ROOF MATERIAL Unavailable	WALL MATERIAL Unavailable
UNIT 🏠 2 🚗 1 🚗 2			YEAR BUILT 2005		
ZONES GRZ1 - General Residential Zone Schedule 1			OVERLAYS DCPO1 - Development Contributions Plan Overlay Schedule 1		

STATE ELECTORATES	
LEGISLATIVE COUNCIL Eastern Victoria Region	LEGISLATIVE ASSEMBLY Narracan District

SCHOOLS	
CLOSEST PRIVATE SCHOOLS St Paul's Anglican Grammar School (1714m)	CLOSEST PRIVATE SCHOOLS Community College Gippsland Ltd (2130m)
CLOSEST PRIMARY SCHOOL Warragul Primary School (1105m)	CLOSEST SECONDARY SCHOOL Warragul Regional College (1248m)

BURGLARY STATISTICS <small>Powered By</small>		
POSTCODE AVERAGE 1 in 116 Homes	COUNCIL AVERAGE 1 in 80 Homes	STATE AVERAGE 1 in 76 Homes

COUNCIL INFORMATION - BAW BAW	
PHONE 03 5624 2411 (Baw Baw)	
WEBSITE http://www.bawbawshire.vic.gov.au/	EMAIL bawbaw@bawbawshire.vic.gov.au



Premium Property Report

4/96 Albert Street, Warragul Vic 3820

Created On: February 28th, 2023

RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

C138hawb The Amendment proposes to apply Heritage Overlay (HO354) to 245 Main South Road, Drouin

ABANDONED 29/01/2023

VC012 Makes changes to the SPPF, LPPF, Zones, Overlays, Particular Provisions, Definitions and list of Incorporated documents based on the general review of residential development provisions and the recommendations of the ResCode Advisory Committee. The changes include the introduction of schedules to four residential zones, a Neighbourhood Character Overlay, new residential development provisions in Clauses 54, 55 and 56 for dwellings and subdivision, and transitional arrangements for subdivision, medium-density housing and residential buildings. Corrects an inconsistency between Amendment S74 and the VPP in relation to public open space contributions in subdivision. Clarifies the definition of Trade supplies.

APPROVED 18/01/2023

VC014 Makes corrections to the Residential 1 Zone, Clause 54.04 and Clause 55.04.

APPROVED 18/01/2023

VC201 The amendment updates the Planning Policy Framework, introduces two new regional policies and a series of new Significant Landscape Overlays to recognise, protect and improve waterway health, amenity, access and community values.

APPROVED 15/12/2022

C144hawb The amendment proposed to update the mapping for the Land Subject to Inundation Overlay and Floodway Overlay throughout the municipality.

ABANDONED 08/12/2022

PROPOSED PLANNING SCHEME AMENDMENTS

C145hawb The amendment proposes to rezone 28 and part of 63 Yarragon-Leongatha Road, Yarragon, from Farming Zone to Neighbourhood Residential Zone Schedule 1 and apply the Heritage Overlay to the dwelling at 63 Yarragon-Leongatha Road, Yarragon.

ADOPTION UNDER CONSIDERATION 07/02/2023

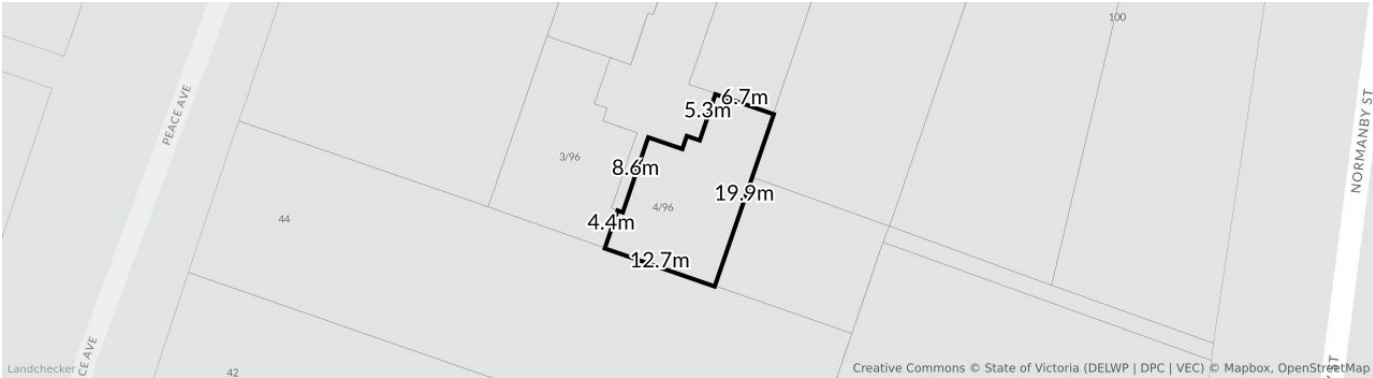


Premium Property Report

4/96 Albert Street, Warragul Vic 3820

Created On: February 28th, 2023

SITE DIMENSIONS



Premium Property Report

4/96 Albert Street, Warragul Vic 3820

Created On: February 28th, 2023

PLANNING ZONE



GRZ1 - General Residential Zone Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework. To encourage development that respects the neighbourhood character of the area. To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport. To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

[General Residential Zone](#)

[Schedule 1 To Clause 32.08 General Residential Zone](#)

For confirmation and detailed advice about this planning zone, please contact BAW BAW council on 03 5624 2411.

OTHER PLANNING ZONES IN THE VICINITY:

■ C1Z - Commercial 1 Zone

■ IN1Z - Industrial 1 Zone

■ C2Z - Commercial 2 Zone

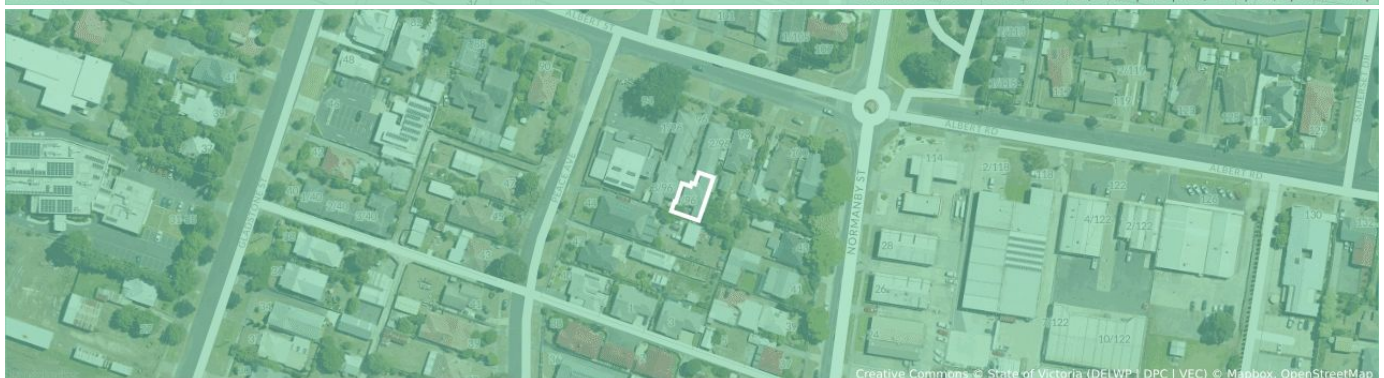
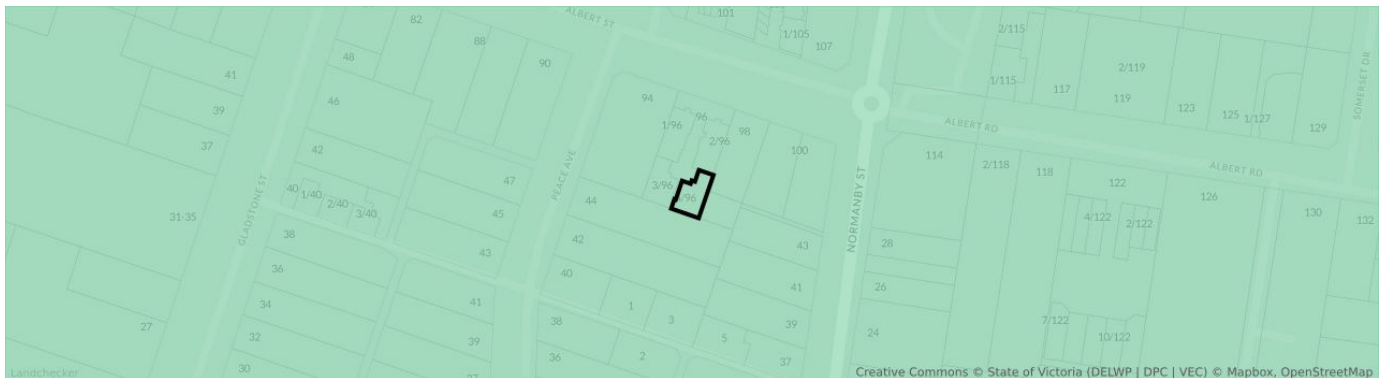
■ PPRZ - Public Park And Recreation Zone

Premium Property Report

4/96 Albert Street, Warragul Vic 3820

Created On: February 28th, 2023

PLANNING OVERLAYS



■ DCPO1 - Development Contributions Plan Overlay Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework. To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

[Development Contributions Plan Overlay ▶](#)

[Schedule 1 To Clause 45.06 Development Contributions Plan Overlay ▶](#)

For confirmation and detailed advice about this planning overlay, please contact BAW BAW council on **03 5624 2411**.



Premium Property Report

4/96 Albert Street, Warragul Vic 3820

Created On: February 28th, 2023

OTHER OVERLAYS IN THE VICINITY



- DDO - Design And Development Overlay
- ESO - Environmental Significance Overlay
- HO - Heritage Overlay
- PO - Parking Overlay

For confirmation and detailed advice about these planning overlays, please contact BAW BAW council on 03 5624 2411.

Premium Property Report

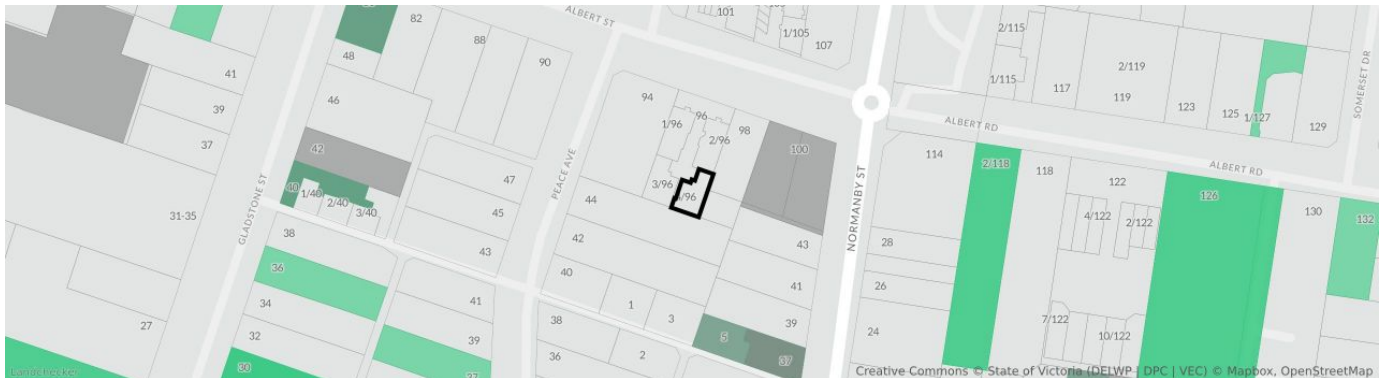
4/96 Albert Street, Warragul Vic 3820

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PLANNING PERMIT HISTORY

No planning permit data available for this property.

NEARBY PLANNING PERMITS



■ OTHER SEC0042/22

7 Cadby Court, Warragul

Buildings and works to construct a carport associated with an existing materials recycling facility

■ APPROVED PLA0360/21

36 Gladstone Street, Warragul

Buildings and works to extend a heritage dwelling, including partial demolition of the dwelling.

■ APPROVED PLA0139/21

7 Cadby Court, Warragul

Buildings and works to construct a carport associated with an existing materials recycling facility

■ APPROVED PLV0081/20

76 Albert Street, Warragul

Buildings and works to construct a dwelling extension and outbuilding.

■ LAPSED PLA0016/20

9 Cadby Court, Warragul

Use and develop land for industry (cabinet & joinery)

■ APPROVED PLA0190/19

2/118 Albert Road, Warragul

Develop the land with an extension to the building and reduction of car parking spaces

■ APPROVED PLA0352/18

30 Gladstone Street, Warragul

Subdivision (Boundary realignment) in Heritage Overlay

■ OTHER PLA0028/22

1/102 Albert Street, Warragul

Change of Use to a medical Centre in a GRZ, display of signage and a waiver of car parking

■ APPROVED PLV0088/21

30 Gladstone Street, Warragul

Buildings and works to construct a garage, outbuilding (pool house) and domestic swimming pool

■ OTHER PLA0073/21

70 Albert Street, Warragul

Subdivide land into 2 lots

■ APPROVED AMD0005/20

132 Albert Road, Warragul

Amending the permit description by replacing the words speech therapy with dental office

■ APPROVED PLA0235/19

1/126 Albert Road, Warragul

To use the land for office

■ APPROVED PLA0135/19

1/126 Albert Road, Warragul

Use of part of the land for a medical centre

■ APPROVED PLA0313/17

37 Normanby Street, Warragul 37 Normanby Street, Warragul

Subdivision (2 lot) and associated works



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<p>■ APPROVED PLA0363/16 <u>121 Queen Street, Warragul</u> Two (2) Lot Re-Subdivision</p>	<p>■ LAPSED PLA0329/16 <u>37 Normanby Street, Warragul</u> <u>37 Normanby Street, Warragul</u> Development of a Second Dwelling</p>
<p>■ LAPSED PLA0241/16 <u>42 Gladstone Street, Warragul</u> Demolition of Heritage Dwelling and Use and Development of Land for a Medical Centre (Dental Clinic)</p>	<p>■ APPROVED PLA0252/15.A <u>Gladstone Street, Warragul</u> Application to Amend a Permit (Two (2) Lot Subdivision)</p>
<p>■ APPROVED PLA0316/12.C <u>Gladstone Street, Warragul</u> Amend Application to Change Use</p>	<p>■ APPROVED PLA0251/15 <u>80 Albert Street, Warragul</u> Display of a Business Identification Sign</p>
<p>■ APPROVED PLA0252/15 <u>Gladstone Street, Warragul</u> Two (2) Lot Subdivision</p>	<p>■ APPROVED PLA0126/13.A <u>80 Albert Street, Warragul</u> Use and Development of the Land for a Medical Centre and a Reduction in Car Parking Requirements (Amend use to Commercial Office Suite)</p>
<p>■ WITHDRAWN PLA0209/15 <u>80 Albert Street, Warragul</u> Use the Land for an Office</p>	<p>■ APPROVED PLA0316/12.B <u>Gladstone Street, Warragul</u> Use and Development of the Land for a Medical Centre (Extension to the Existing Building) and a Reduction in Car Parking Requirements - (Amendment to reduce practitioners and further waiver of car parking)</p>
<p>■ APPROVED PLA0316/12.A <u>Gladstone Street, Warragul</u> Application to Amend a Permit (Use and Development of the Land for a Medical Centre (Extension to the Existing Building) and a Reduction in Car Parking Requirements)</p>	<p>■ WITHDRAWN PLA0035/15 <u>Gladstone Street, Warragul</u> Use & Development of the Land for an Office</p>
<p>■ APPROVED PLA0009/15 <u>37 Peace Avenue, Warragul</u> Extension to Heritage Listed Dwelling with Partial Demolition</p>	<p>■ APPROVED PSB0079/14 <u>Albert Road, Warragul</u> <u>Albert Road, Warragul</u> Three (3) Lot Subdivision</p>
<p>■ APPROVED PLA0176/14 <u>121 Queen Street, Warragul</u> Demolition of Buildings in a Heritage Overlay</p>	<p>■ APPROVED PLA0126/14 <u>2/118 Albert Road, Warragul</u> Use of Land for a Restricted Retail Premises and Develop Land with Advertising Signage</p>
<p>■ APPROVED PSB0009/14 <u>1/127 Albert Road, Warragul</u> Development of a Second Dwelling on a Lot and Two (2) Lot Subdivision</p>	<p>■ APPROVED PLA0313/13 <u>30 Gladstone Street, Warragul</u> Partial Demolition of an Existing Dwelling to Accommodate the Development of an Extension</p>
<p>■ APPROVED PLA0201/13 <u>Albert Road, Warragul</u> <u>Albert Road, Warragul</u> Development of Two (2) Additional Dwellings, Resulting in Three (3) Dwellings on a Lot</p>	<p>■ APPROVED PLA0126/13 <u>80 Albert Street, Warragul</u> Use and Development of the Land for a Medical Centre and a Reduction in Car Parking Requirements</p>



Premium Property Report

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For confirmation and detailed advice about these planning permits, please contact the responsible council:

BAW BAW

03 5624 2411

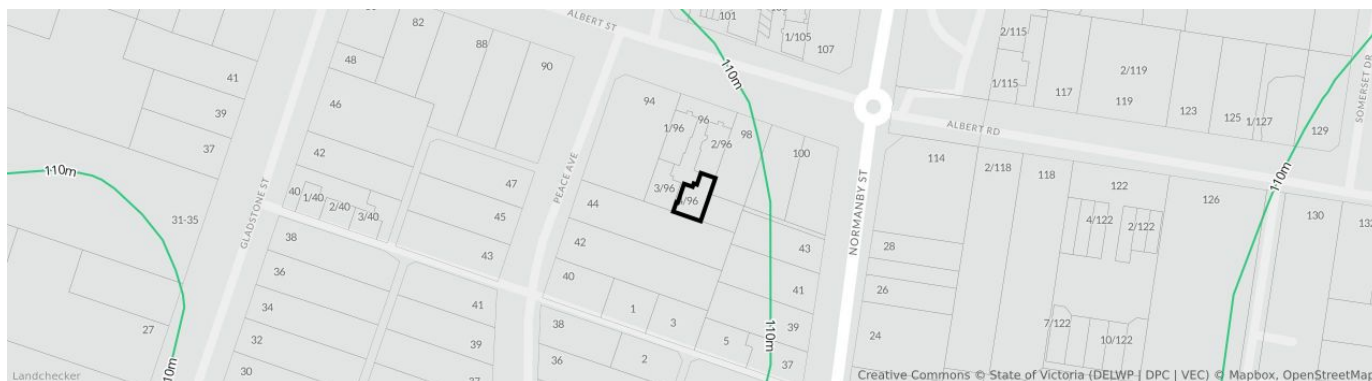
Permit information last updated on 27/02/2023

Premium Property Report

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ELEVATION CONTOURS



10m-20m Contours

For confirmation and detailed advice about the elevation of the property, please contact BAW BAW council on 03 5624 2411.

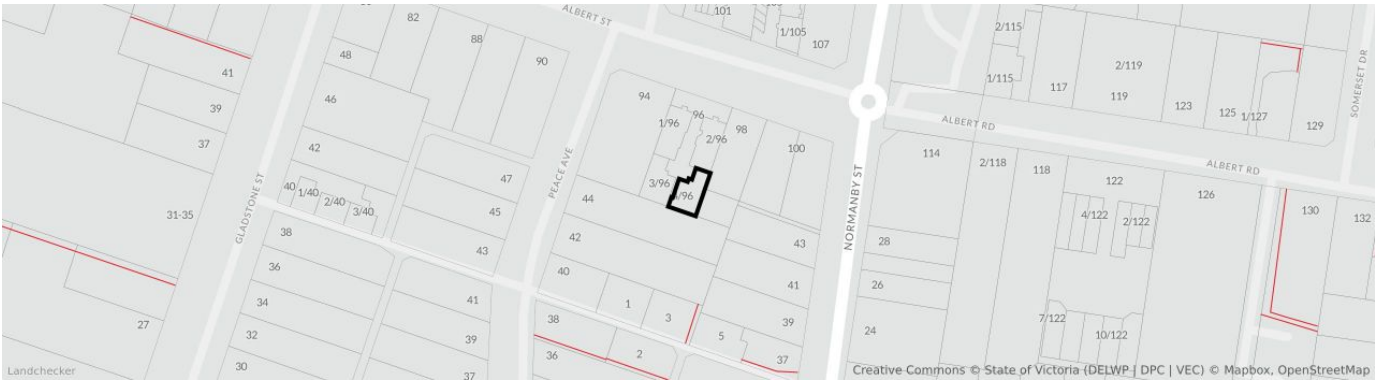


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EASEMENTS



The easement displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement on or nearby this property, please contact BAW BAW council on 03 5624 2411.



Premium Property Report

4/96 Albert Street, Warragul Vic 3820

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS518933J

The land in PS518933J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

96 ALBERT STREET WARRAGUL VIC 3820

PS518933J 11/05/2004

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 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Total	40.00	40.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/02/2023 04:30:16 PM

OWNERS CORPORATION 1
PLAN NO. PS518933J

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.

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.17 Owners Corporations Regulations 2018

Owners Corporation No**Address: Unit 4, 96 Albert Street, Warragul VIC**


This certificate is issued for	Lot 4 on Plan of Subdivision No: 518933																
Postal address is	Unit 4, 96 Albert Street, Warragul VIC 3820																
Applicant for the certificate is	SJD Law																
Address for delivery of certificate is:	Suite 1, 1 Smith Street, Warragul VIC 3820																
Date that the application was received:	2 March 2023																
IMPORTANT:																	
The information in this certificate is issued on: 2 March 2023																	
You can inspect the owners corporation's register for additional information and you should obtain a new certificate for current information prior to settlement.																	
1.	The current fees for the lot are \$684.58 payable annually (insurance only) being 1/4 th of the total premium of \$2,738.29.																
2.	The date to which the fees for the lot have been paid up to is: 20 September 2023																
3.	The total of any unpaid fees or charges for the lot are: Nil																
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: Not Applicable																
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in items 1 to 4 above are: Not Applicable																
6.	<p>The owners corporation has the following insurance cover:</p> <table border="0"> <tr> <td>a) the name of the company:</td> <td>Strata Community Insurance</td> </tr> <tr> <td>b) policy number:</td> <td>VRSC22005003</td> </tr> <tr> <td>c) kind of policy:</td> <td>Residential Strata PDS & Policy Wording SC1034-Policy-RS-PPW-02/2021</td> </tr> <tr> <td>d) buildings covered:</td> <td>YES</td> </tr> <tr> <td>e) amount of building insurance is:</td> <td>\$1,600,000.00</td> </tr> <tr> <td>Common area insurance</td> <td>\$16,000.00</td> </tr> <tr> <td>f) the public liability amount is:</td> <td>\$20,000,000.00</td> </tr> <tr> <td>g) the renewal date is</td> <td>20 September 2023</td> </tr> </table>	a) the name of the company:	Strata Community Insurance	b) policy number:	VRSC22005003	c) kind of policy:	Residential Strata PDS & Policy Wording SC1034-Policy-RS-PPW-02/2021	d) buildings covered:	YES	e) amount of building insurance is:	\$1,600,000.00	Common area insurance	\$16,000.00	f) the public liability amount is:	\$20,000,000.00	g) the renewal date is	20 September 2023
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Common area insurance	\$16,000.00																
f) the public liability amount is:	\$20,000,000.00																
g) the renewal date is	20 September 2023																
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution No																
8.	The total funds held by the owners corporation: Not Applicable																
9.	Are there any liabilities of the owners corporation that are not covered by items 1 to 4 above? If so, then provide details Not Applicable																

10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details N/A
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details N/A
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details N/A
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details N/A
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details Anton Kooloos, Secretary, Unit 12, 96 Albert Street Warragul VIC 3820
15.	Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? N/A
16.	Documents required to be attached to the owners corporation certificate are: <ul style="list-style-type: none"> • A copy of the minutes of the most recent annual general meeting • A copy of all resolutions made at the last annual general meeting • A copy of the rules or the consolidated rules registered at Land Use Victoria • A copy of Schedule 3 of the Owners corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
17.	NOTE: More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to:

DATED the ^{2nd} day of **March** 2023.

This owners corporation certificate was prepared by: **SJD Law**

SIGNED on behalf of the Owners' Corporation by)
Anton Kooloos in the capacity as Secretary pursuant)
to an instrument of delegation made by the Owners')
Corporation on 2 March 2023 in accordance with s11)
of the Owners' Corporation Act 2006.)
)
)
)
)
)


Signature

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

MODEL RULES FOR AN OWNERS CORPORATION

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

2. This rule does not apply to -

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

3. Subrule (2) does not apply if the concession or rebate -

- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

3. An approval under subrule (2) may state a period for which the approval is granted.

4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.



Tudor Insurance Australia (Insurance Brokers) Pty Ltd
AFSL 243299
ABN 19 876 513 568
Suite 5
46-50 Old Princes Hwy
Beaconsfield VIC 3807
Ph: 03 9707 3033
Email: service@tudorinsurance.com.au
Web: <https://tudorinsurance.com.au>

NEW BUSINESS TAX INVOICE

Anton Kooloos
PO Box 1288
WARRAGUL VIC 3820

Date: 16/09/2022
Invoice Number: 224564
Account Manager: Hasan Reaz
Service Team: Murray Spits

Thank you for using our services to arrange this insurance cover. Brief details of cover arranged on your behalf are given below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your duty of disclosure. Do not hesitate to contact us with any questions you may have.

Type of Policy	Domestic Strata Insurance
Insured	Owners Corporation PS518933J
Policy Description	ST - 96 Albert Street, Warragul
Policy Number	22083477.1
Period of Insurance	20/09/2022 to 20/09/2023
Effective Date	20/09/2022
Insurer	STRATA COMMUNITY INSURANCE AGENCIES PTY LTD
Underwritten By	Allianz Australia Ins Ltd

Premium	ESL	Underwriter Fee	Stamp Duty	Broker Fee	GST	Invoice Total
\$2,081.23	\$0.00	\$150.00	\$228.94	\$50.00	\$228.12	\$2,738.29

Commission including GST \$457.88

Payment Options



DEFT Reference Number 40658722245641

Pay by credit card or registered bank account at www.deft.com.au or phone **1300 78 11 45**. Payments by credit card may attract a surcharge.



Tudor Insurance Australia (Insurance Brokers) Pty Ltd

Name: Owners Corporation PS518933J
Client ID: 9552
Invoice No: 224564



*498 406587 22245641

Payments can be made at any Post Office by cheque or EFTPOS.



Bill Code: 20362
Ref: 40658722245641

Total Due: \$2,738.29

Contact your participating bank, credit union or building society to make payment directly from your cheque or savings account. Enter the Biller Code and BPAY reference number as detailed above.

Tudor Insurance Australia (Insurance Brokers) Pty LtdAFSL 243299
ABN 19 876 513 568**Notes:** New Business - 96 ALBERT STREET, WARRAGUL**RESIDENTIAL STRATA INSURANCE**

INSURED: Owners Corporation Plan No. PS 518933J
PERIOD OF INSURANCE: From: 4pm on 20/09/2022 To: 4pm on 20/09/2023
SITUATION: 96 Albert Street Warragul VIC 3820

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$1,600,000
		Common Area Contents	\$16,000
	PART B	2. Terrorism Cover under Section 1	
		Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$240,000
	OPTIONAL COVERS	1. Flood	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		\$200,000/\$2,000
SECTION 5	Fidelity Guarantee		\$100,000
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

EXCESS

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply.

SECTION 1	\$500	Insured Property
SECTION 9	\$1,000	Legal Defence Expenses and 10% Contribution

DISCLAIMER

This schedule is only prepared as a brief summary of your insurance cover. It is not a complete description of all your policy terms, conditions, exclusions and/or coverage available.

Please refer to your policy wording for all details regarding policy benefits, terms, conditions and exclusions. If additional copies are required, please contact your Account Manager.

In regards to cancellation, we reserve the right to retain the broker fee and pro-rata commission return on any policy cancellation.

Tudor Insurance Australia (Insurance Brokers) Pty LtdAFSL 243299
ABN 19 876 513 568**IMPORTANT NOTICES & INFORMATION**

We have prepared this document to assist you to understand important issues relating to your insurances. Please contact your Account Manager if you have any questions or require further advice/assistance.

ESSENTIAL READING OF POLICY WORDING

The policy wordings for your insurances are essential reading to understand what is protected by each policy. Read them carefully as soon as possible and contact us if you have any concerns about the extent of your cover.

YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms.

You have this duty until the insurer agrees to insure you.

You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know; or
- the insurer waives your duty to tell them about.

If you do not tell the insurer anything you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both.

If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

DUTY TO NOT MAKE A MISREPRESENTATION - (CONSUMER INSURANCE CONTRACTS ONLY)

You have a duty under the *Insurance Contracts Act 1984 (ICA)* to take reasonable care not to make a misrepresentation to the insurer (**your duty**).

Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA. Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy.

Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete.

If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

DUTY OF GOOD FAITH

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer can cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

AVERAGE OR CO-INSURANCE

Some policies contain an Average or Co-insurance clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. Some business interruption policies contain an Average/Co-Insurance clause which has a different application. Check your policy and contact us with any questions.

CONTRACTS AND LEASES YOU SIGN

If you sign a contract with an indemnity, "hold harmless" or release, it can invalidate your insurance – unless you obtain the Insurer's consent in advance.

These clauses are often found in leases and other contracts you sign from time to time relating to your business. Do not sign a contract or lease without contacting us and/or taking legal advice as to whether the contract terms will prejudice your policy.

LEASING, HIRING AND BORROWING PROPERTY

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. Public liability insurance may assist you meet claims relating to property damage to property which you lease or hire. A sub-limit usually applies to the amount you can claim for damage to property in your care, custody or control.

ADDITIONAL INSURED AND NOTING INTERESTS

If a person is to be named on your policy or insured as a co-insured or joint insured, notify us immediately so we can request this in advance from the insurer. Your property and liability policies will not provide automatic cover for the insurable interest of other parties (e.g., mortgagees, lessors).

Check with us whether the insurer will include someone else as an insured or note their interests before you agree to this in a contract or lease. We cannot guarantee that an insurer will agree to include someone as an insured under your policy or to note their interests on your policy.

CLAIMS OCCURRING POLICIES

Most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the policy period.

CLAIMS MADE POLICIES

Some policies (e.g. professional indemnity insurance) provide cover on a "claims made" basis. This means that claims first advised to you (or made against you) and reported to your insurer during the policy period are insured under that policy, irrespective of when the incident causing the claim occurred. If you become aware of circumstances which could give rise to a claim, notify the insurer during the policy period.

Report all incidents that may give rise to a claim against you to the insurers immediately after they come to your attention and before the policy expires.

INSURER SOLVENCY

We do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance and this can be affected by many complex commercial and economic factors.

UNAUTHORISED FOREIGN INSURERS

In limited cases, we may recommend that you insure with an unauthorised foreign insurer. An unauthorised foreign insurer is an insurer that is not authorised under the Insurance Act 1973 (**Act**) to conduct insurance business in Australia and is not subject to the system of financial supervision of general insurers in Australia that is monitored by the Australian Prudential Regulation Authority.

If the insurer becomes insolvent, you will not be protected by the Federal Government's Financial Claims Scheme provided under Part VC of that Act.



STRATA COMMUNITY INSURANCE

stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)
E 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	VRSC22005003
PDS AND POLICY WORDING	Residential Strata PDS & Policy Wording SCI034-Policy-RS-PPW-02/2021
THE INSURED	Owners Corporation Plan No. PS 518933J
SITUATION	96 Albert Street Warragul VIC 3820
PERIOD OF INSURANCE	Commencement Date: 4.00pm on 20/09/22 Expiry Date: 4.00pm on 20/09/23
INTERMEDIARY	Tudor Insurance Australia (Insurance Brokers) Pty Ltd
ADDRESS	Suite 5, 46-50 Old Princes Highway Beaconsfield VIC 3807
DATE OF ISSUE	16 September 2022

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building Common Area Contents	\$1,600,000 \$16,000
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$240,000
	OPTIONAL COVERS	1. Flood	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		\$200,000/\$2,000
SECTION 5	Fidelity Guarantee		\$100,000
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.



Baw Baw Shire Council
PO Box 304
Warragul 3820

T +61 3 5624 2411
E rates@bawbawshire.vic.gov.au
ABN 47 274 526 693

**Rates & Valuation
Notice Instalment**

RATING YEAR 1 JULY 2022 - 30 JUNE 2023
TAX INVOICE



To have your notices emailed
Register at bawbawshire.enotices.com.au
Reference No: 46D05BFB8N


R Mullen
4/96 Albert Street
WARRAGUL VIC 3820


034
00002
R1_19723

Instalment amount
\$368.00

Payable by 28th February 2023

Property number
20542

Date of Issue: 12/01/2023

Property Location 4/96 Albert Street WARRAGUL VIC 3820
V11556 F469 | Lot 4 PS 518933J | Drouin West Parish

3RD INSTALMENT DUE 28 FEBRUARY 2023

\$368.00

TOTAL DUE

\$368.00

Please note payments received after the 12th January 2023 may not show on this notice.

Please disregard this notice if you have a mutually agreed payment arrangement or direct debit in place to pay this account.

1st Instalment

2nd Instalment

3rd Instalment Due
28 February 2023
\$368.00

4th Instalment Due
31 May 2023
\$368.00





Billers Code: 5801
Ref. 000 002 581 791



Billers Code: 0889
Ref. 0000 0258 1791

BPAY* - This payment via internet or phone banking.
BPAY View* - View and pay this bill using internet banking.
BPAY View Registration No.: 000 002 581 791
Please enter the BPAY ref number (next to BPAY logo left).

Pay in-store at Australia Post,
online at auspost.com.au/postbillpay
or by phone 13 16 16

Council Bill Number: 2581791
Name: R Mullen

Property: 4/96 Albert Street
WARRAGUL 3820 VIC

Property No.: 20542
Instalment Amount: \$368.00

Transcode
831

User code
062074

Customer reference number
000000002581791


3rd Instalment *889 0002581791

**WAKEFIELD VOGRIG & BOOTE
LAWYERS
WARRAGUL & DROUIN**

**FORM 1
ENDURING POWER OF ATTORNEY** Regulation 5

THIS ENDURING POWER OF ATTORNEY is made under Part 3 of the *Powers of Attorney Act 2014* and has effect as a deed under Section 81 of the Act.

APPOINTMENT

1. I **RAE MULLEN** of Unit 4, 96 Albert Street, Warragul, Victoria, **APPOINT** my daughter **ELIZABETH RAE MULLEN** of 66 Waranga Street, Dandenong North Victoria to be my attorney however if my daughter refuses or is unable or unwilling to act or continue to act I appoint my friend **PAMELA HELENE HAIGH** of 85 Albert Street, Warragul, Victoria to be my alternate attorney.

I specify that all previous enduring powers of attorney made by me under the *Powers of Attorney Act 2014* are revoked.

AUTHORISATION


2. I authorise my attorney to do on my behalf anything that I can lawfully authorise an attorney to do for personal and financial matters.

COMMENCEMENT

3. The powers under this enduring power of attorney for all matters are exercisable immediately on the making of this enduring power of attorney.

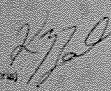
CONDITIONS AND INSTRUCTIONS

4. The exercise of power under this enduring power of attorney is not subject to any conditions and/or instructions.

Signed by **RAE MULLEN**: 

Dated: 18th of September 2017

KYLIE MARY BOOTE
of 54 Albert St Warragul
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)





I hereby certify that this page is a
true and complete copy of page
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of which it purports to be a copy
17/09/21

CERTIFICATE OF WITNESSES

We **SABINA WAKEFIELD** of 54 Albert Street, Warragul, Victoria and **CAROLE MARGARET BADGE** of 220 Beattie Creek Road, Nar Nar Goot North, Victoria **certify** that the principal appeared to freely and voluntarily sign this instrument in our presence; and

- at that time, the principal appeared to us to have decision making capacity in relation to the making of this enduring power of attorney;
- we are not attorneys under this enduring power of attorney;
- we are not relatives of the principal or of an attorney under this enduring power of attorney; and
- we are not care workers or accommodation providers for the principal.

 (Lawyer)
Signature of First Witness & Qualification


Signature of Second Witness


STATEMENT OF ACCEPTANCE OF APPOINTMENT – ATTORNEY

I **PAMELA HELLENE HAIGH** of 88 Albert Street, Warragul, Victoria on the 18th day of September 2017 **accept** my appointment as attorney under this enduring power of attorney and state that:-

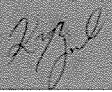
- I am eligible under Part 3 of the *Powers of Attorney Act 2014* to act as an attorney under an enduring power of attorney;
- I understand the obligations of an attorney under an enduring power of attorney and under the *Powers of Attorney Act 2014* and the consequences of failing to comply with those obligations; and
- I undertake to act in accordance with the *Powers of Attorney Act 2014* that relate to the enduring powers of attorney.


PAMELA HELLENE HAIGH

I witnessed the signing of the statement of acceptance by the attorney

 Signature of Witness
Sabina Wakefield Name of Witness
54 Albert St, Warragul Address of Witness

KYLIE MARY BOOTE
of 54 Albert St Warragul
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)


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17.03.21

STATEMENT OF ACCEPTANCE OF APPOINTMENT – ATTORNEY

I **ELIZABETH RAE MULLEN** of 66 Waranga Street, Dandenong, Victoria on the 18th day of September 2017 accept my appointment as alternative attorney under this enduring power of attorney and state that:

- (a) I am eligible under Part 3 of the *Powers of Attorney Act 2014* to act as an attorney under an enduring power of attorney;
- (b) I understand the obligations of an attorney under an enduring power of attorney and under the *Powers of Attorney Act 2014* and the consequences of failing to comply with those obligations;
- (c) I undertake to act in accordance with the *Powers of Attorney Act 2014* that relate to the enduring powers of attorney.



ELIZABETH RAE MULLEN

I witnessed the signing of the statement of acceptance by the attorney

 Signature of Witness

Sabira Kavalas Name of Witness

54 Albert St, Warragul Address of Witness


KYLIE MARY BOOTE

of 54 Albert St Warragul
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

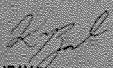
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ENDURING POWER OF ATTORNEY
(FINANCIAL)

OF

RAE MULLEN

WAKEFIELD VOGRIG & BOOTE
LAWYERS
WARRAGUL & DROUIN

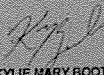

KYLIE MARY BOOTE
of 54 Albert St Warragul
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

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ENDURING POWER OF ATTORNEY
(MEDICAL TREATMENT)

OF

RAE MULLEN


KYLIE MARY BOOTE
of 54 Albert St Warragul
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

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WAKEFIELD VOGRIG & BOOTE LAWYERS
Lawyers
54 Albert Street
WARRAGUL Vic 3820
Tel: 03 5623 5166
Fax: 03 5623 4542
DX 82010 Warragul