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	158 Aspinall Street, Golden Square 3555	
Vendor's name	Rennie James Lucas	**Date** / /
Vendor's signature		
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 110.3
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☒ No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR ☒ 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):

Are contained in the attached certificate.

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.

Not Applicable.

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

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 1000m²; (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)

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 (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)

PROPERTY REPORT

Energy, Environment and Climate Action

Created at 11 June 2026 04:10 PM

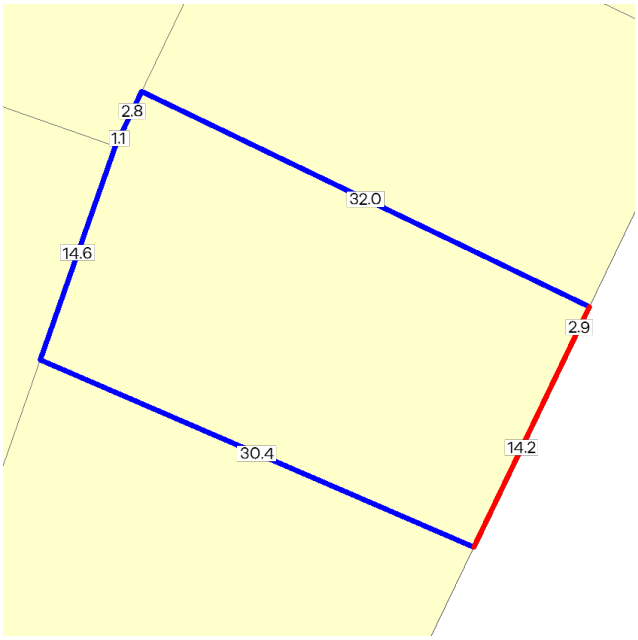
PROPERTY DETAILS

Address:	**158 ASPINALL STREET GOLDEN SQUARE 3555**
Lot and Plan Number:	**Lot 3 PS736435**
Standard Parcel Identifier (SPI):	**3\PS736435**
Local Government Area (Council):	**GREATER BENDIGO**
Council Property Number:	**245633**
Directory Reference:	**Vicroads 607 L11**

www.bendigo.vic.gov.au

SITE DIMENSIONS

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



Area: 559 sq. m
Perimeter: 98 m
For this property:
Site boundaries
Road frontages

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

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

For more accurate dimensions get copy of plan at
Title and Property Certificates

UTILITIES

Rural Water Corporation:	**Goulburn-Murray Water**
Urban Water Corporation:	**Coliban Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**BENDIGO WEST**

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

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 11 June 2026 04:10 PM

PROPERTY DETAILS

Address:	**158 ASPINALL STREET GOLDEN SQUARE 3555**
Lot and Plan Number:	**Lot 3 PS736435**
Standard Parcel Identifier (SPI):	**3\PS736435**
Local Government Area (Council):	**GREATER BENDIGO** www.bendigo.vic.gov.au
Council Property Number:	**245633**
Planning Scheme:	**Greater Bendigo** Planning Scheme - Greater Bendigo
Directory Reference:	**Vicroads 607 L11**

UTILITIES

Rural Water Corporation:	**Goulburn-Murray Water**
Urban Water Corporation:	**Coliban Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**BENDIGO WEST**

OTHER

Registered Aboriginal Party:	**Dja Dja Wurrung Clans Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)



GRZ - General Residential

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

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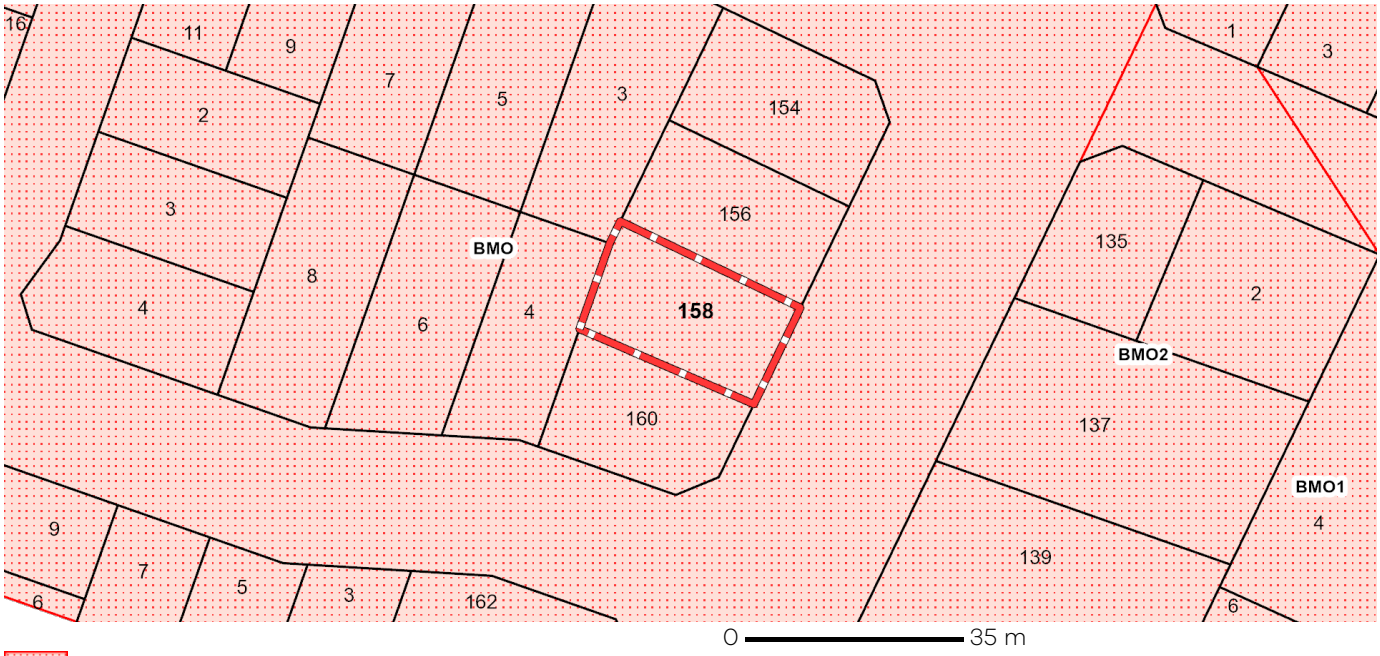
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

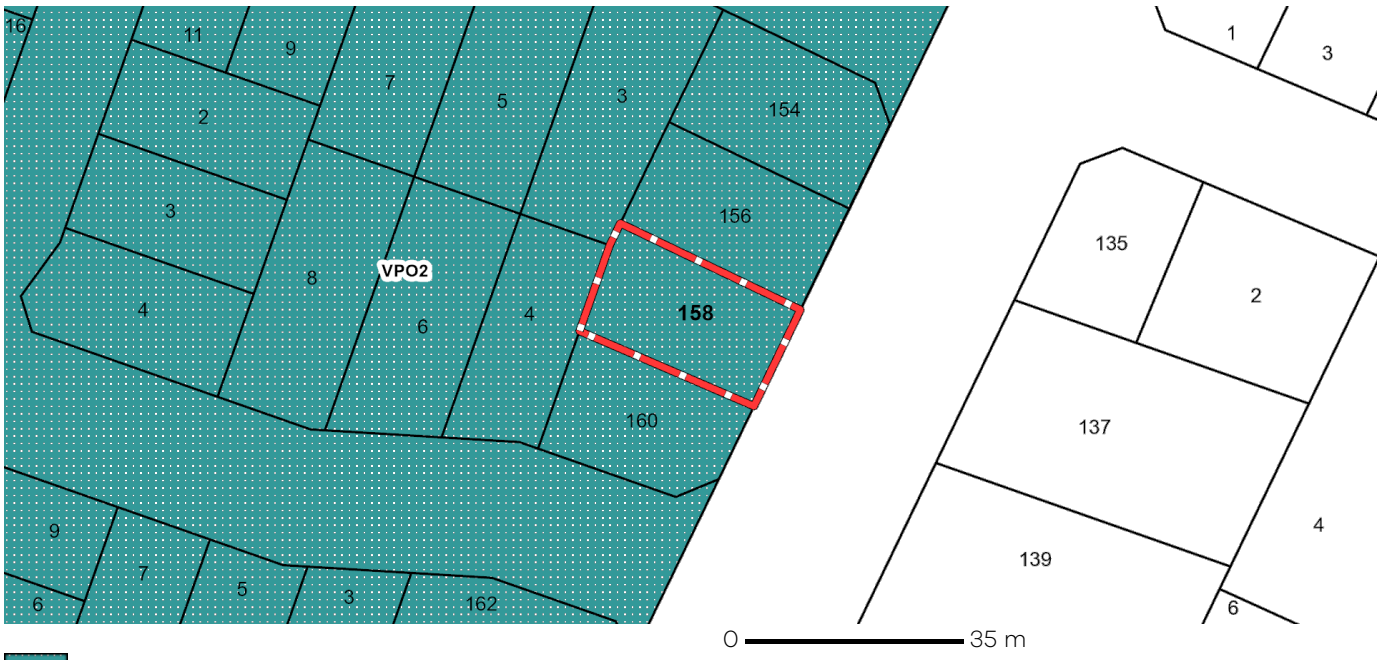


BMO - Bushfire Management Overlay

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



VPO - Vegetation Protection Overlay

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 28 May 2026.

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 abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

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

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

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PLANNING PROPERTY REPORT

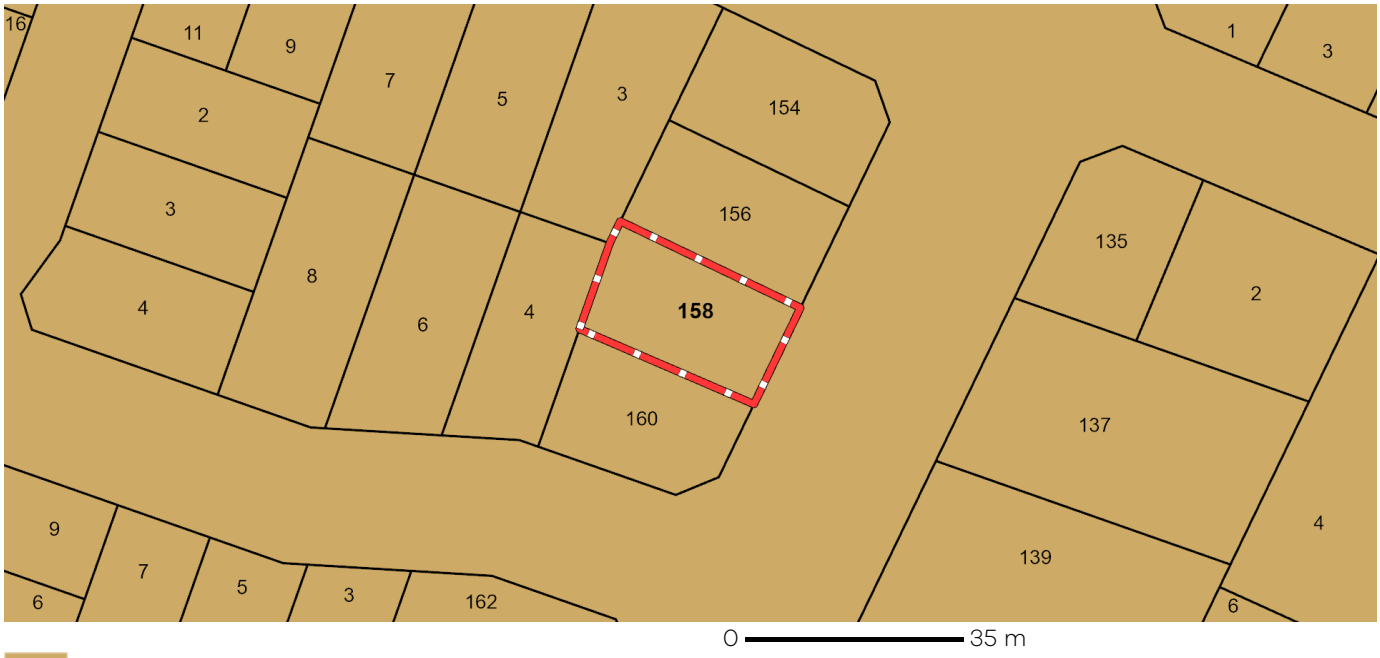
Department of Transport and Planning

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

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HISTORIC MINING ACTIVITY
Form No. 692

11 June, 2026

Property Information:

Address: 158 ASPINALL STREET GOLDEN SQUARE 3555

It is advised that:

Our records do not indicate the existence of any mining activity on or under this site, but the site is within an area of past prospecting or mining activity. Note that there may be unrecorded mine workings present. (3)

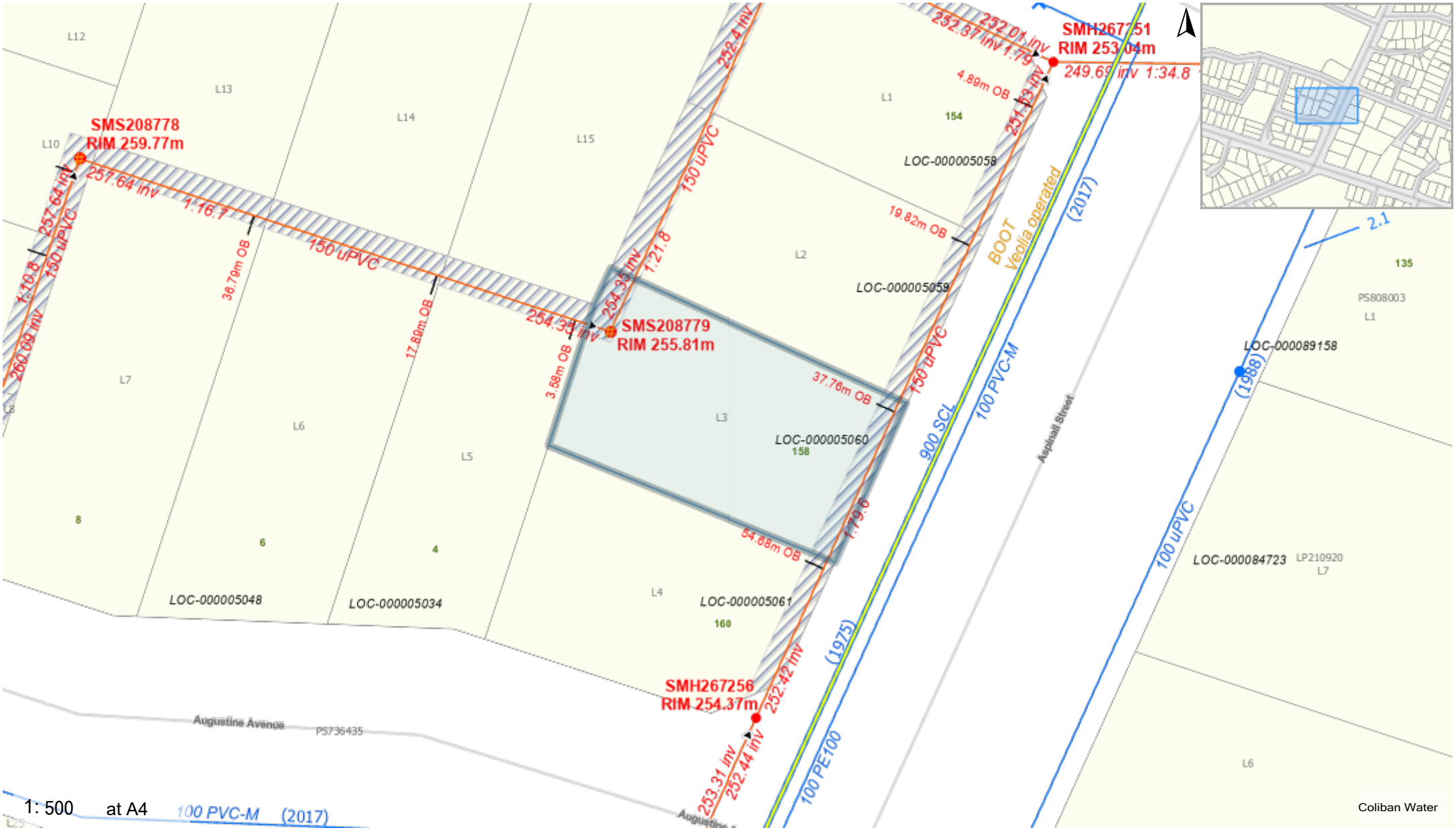
NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content.
The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

For queries, contact:

Department of Energy, Environment and Climate Action
E-mail: gsv_info@deeca.vic.gov.au

158 ASPINALL STREET GOLDEN SQUARE 3555

Date: 12/06/26



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Property Clearance Certificate

Land Tax

INFOTRACK / HQ LAW

Your Reference:	48942
Certificate No:	99591414
Issue Date:	11 JUN 2026
Enquiries:	ESYSPROD

Land Address: 158 ASPINALL STREET GOLDEN SQUARE VIC 3555

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44293257	3	736435	11909	973	$0.00

Vendor: RENNIE JAMES LUCAS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR RENNIE JAMES LUCAS	2026	$238,000	$0.00	$0.00	$0.00

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

Current Vacant Residential Land Tax	Year	Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential 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 (CIV):	$530,000
SITE VALUE (SV):	$238,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 99591414

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 and Vacant Residential 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 including vacant residential land tax, interest and penalty 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 = $238,000

Calculated as $975 plus ($238,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $5,300.00

Taxable Value = $530,000

Calculated as $530,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 99591414

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 99591414

Visa or Mastercard

Pay via our website or phone 13 21 61. A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / HQ LAW

Your Reference:	48942
Certificate No:	99591414
Issue Date:	11 JUN 2026
Enquires:	ESYSPROD

Land Address:	158 ASPINALL STREET GOLDEN SQUARE VIC 3555

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44293257	3	736435	11909	973	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110.3	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$530,000
SITE VALUE:	$238,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 99591414

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 commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960:*
   - a general valuation of the land;
   - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
   - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
   - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
   - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
   - the date on which the land became tax reform scheme land;
   - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
   - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. 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 commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 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

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. 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.

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / HQ LAW

Your Reference:	48942
Certificate No:	99591414
Issue Date:	11 JUN 2026

Land Address:	158 ASPINALL STREET GOLDEN SQUARE VIC 3555

Lot	Plan	Volume	Folio
3	736435	11909	973

Vendor: RENNIE JAMES LUCAS

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

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 99591414

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 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

3. 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

4. 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.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. 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

8. 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

9. 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.
10. 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.
11. 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

BPAY

Biller Code: 416073
Ref: 99591414

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD

Ref: 99591414

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987 and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1263768

APPLICANT'S NAME & ADDRESS

HQ LAW C/- INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

VENDOR

LUCAS, RENNIE JAMES

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

1515

This certificate is issued for:

LOT 3 PLAN PS736435 ALSO KNOWN AS 158 ASPINALL STREET GOLDEN SQUARE
GREATER BENDIGO CITY

The land is covered by the:
GREATER BENDIGO PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE
- is within a VEGETATION PROTECTION OVERLAY - SCHEDULE 2
- and a BUSHFIRE MANAGEMENT OVERLAY

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/greaterbendigo)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

11 June 2026

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA ®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA ® for auditing purposes and will not be released to any third party except as required by law.

VICTORIA State Government

City of Greater Bendigo

Land Information Certificate

Your Reference: 80823285-014-7:97703
Certificate Number: 144188

Assessment Number: 203104 5 **Issue Date: 12-Jun-2026**

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Property and Valuation Details	
Property Address	158 Aspinall Street, GOLDEN SQUARE 3555
Parcel Details	Lot 3 PS 736435J
Site Value	$238,000
Capital Improved Value	$530,000
Net Annual Value	$26,500
Basis of Valuation	Capital Improved Value
Level of Valuation Date	01-Jan-2025
Valuation Operative Date	01-Jul-2025
AVPCC	110.3 - Detached Dwelling (existing)

Rates and Charges	Current Amount Levied
General Rates	$1,563.80
Garbage Charge	$461.00
Emergency Services and Volunteer Fund	$227.65
Total Levied	**$2,252.45**
Arrears Outstanding	$0.00
Current Legal Costs Outstanding	0.00
Arrears Legal Costs Outstanding	0.00
Interest to Date	$16.25
Total Outstanding	**$1,142.70**

Other Property Debt	$0.00

Total Outstanding for Property: $1,142.70

Biller Code: 268813
Ref: 2031045

Katelyn Stone
Coordinator of Rates & Valuations

To obtain an updated balance, please contact the Rates Team directly on 03 5434 6262.
Notices of Acquisitions can be forwarded to acquisitions@bendigo.vic.gov.au

This Certificate is issued under Section 229 of the Local Government Act 1989. The Rates & Charges for the year ending 30 June 2026 became payable on 1 July 2025. Overdue rates attract interest at the rate of 10.0% per annum. In accordance with Section 175(1) of the Local Government Act 1989, all outstanding rates and charges must be paid by the purchaser when that person becomes the owner of the land. Refer to this Certificate for Prescribed, general and other information.

Prescribed information

This Certificate provides information regarding valuation, rates, charges, other moneys owing, and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council.

This Certificate is not required to include information regarding planning, building, health, land fill, land slip, 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.

General information

There is no potential liability, other than any which may be shown on the front of this certificate, for rates under the Cultural & Recreational Lands Act 1963.

There is no outstanding amount, other than any which may be shown on the front of this Certificate, required to be paid for recreational purposes or any transfer of land required to the Council for recreational purposes under Section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no monies owed, other than any which may be shown on the front of this certificate, under Section 119 of the Act.

At the date of this Certificate, there are no notices or orders on the land that have continuing application under the Local Government Act 1958, Local Government Act 1989 or under a local law or by law of the Council, other than any which may be shown on the front of this certificate.

Confirmation of the existence of any Housing Act 1983 Orders can be made by contacting Environmental Health & Local Laws at the City of Greater Bendigo, PO Box 733, Bendigo 3552, Telephone 1300 002 642.
There is no money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.
There is not any environmental upgrade charge in relation to the land which is owed under Section 181C of the Local Government Act 1989.

The amounts shown on the front of this certificate includes any levy amount specified as being due in an assessment notice in relation to the land under Section 25 of the Fire Services Property Levy Act 2012.

Rates and charges

Rates and Charges for financial year ending 30 June 2026. All Rates and Charges due by four (4) instalments due 30 September 2025, 01 December 2025, 02 March 2026 and 01 June 2026.
Interest will be charged on payments received after the due dates at the rate of 10.0% p.a. This applies to both full payment and instalments.

Other information

This certificate is valid for 90 days from the date of issue. Amounts outstanding may vary if payments/adjustments are made after the issue date. It is the responsibility of the applicant to obtain an update prior to settlement.

After the issue of this certificate, Council may be prepared to provide a verbal update of the information to the applicant about the matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Updates will only be provided to the applicant.

Please note

Updates will not be provided after the 90-day period has passed, a new certificate will be required

City of Greater Bendigo
PO Box 733, Bendigo VIC 3552
ABN 74 149 638 164

Rates and valuation notice

For the period 1 July, 2024 to 30 June, 2025

033 23216

R J Lucas
158 Aspinall St
GOLDEN SQUARE VIC 3555

Internal use only

Tax invoice

Assessment no. 203104 5

Date of issue 13 August 2024

Rate enquiries

Monday, Wednesday, Thursday and Friday: 9am – 4.30pm

Tuesday: 9am – 4pm

Website www.bendigo.vic.gov.au/rates
Email ratesenquiries@bendigo.vic.gov.au
Phone 1300 002 642

FOLD HERE

Property 158 Aspinall Street, GOLDEN SQUARE 3555

Property owner R J Lucas

Legal description Lot 3 PS 736435J

Valued as at	01/01/2024	Total GST	$0.00
Capital Improved Value	$530,000	Date declared	27/05/2024
		Notice issued	13/08/2024
Site value	$244,000	FSPL Classification	Residential
Net Annual Value	$26,500	AVPCC	110.3

Particulars of rates/charges	Charges	Rateable value	Amount
General Rate	0.00287145	530,000	$1,521.85
Bins and Waste Services Charge 140L bin	$461.00	1	$461.00
Victorian Fire Services Levy - Residential	$132 + (0.000087 x	$530,000)	$178.10
Prepayment Discount			-$29.80

OPTION 1

FOUR INSTALMENTS
First instalment by 30 Sep, 2024.

$540.00

Second by 2 Dec, 2024	$540.00
Third by 28 Feb, 2025	$540.00
Fourth by 2 Jun, 2025	$540.95

OPTION 2

Prepay by 30 Sep, 2024 to receive a 1.5% discount.

$2,131.15

Are you having trouble paying? We can help you, please get in touch with our rates team to discuss your options.

FOLD HERE

BPAY
Biller code: 1933
Ref. no: 2031045

BPAY this payment via Internet or phone banking.
BPAY View® View and pay this bill using internet banking.
BPAY View Registration No. 2031045

BPOINT
Biller code: 1933
Ref. no: 2031045

billpay
Total Rate *360 002031045
Biller code: 0360 Ref. no: 2031 045
Pay in store at Australia Post, phone 13 18 16 or go to www.postbillpay.com.au

Register to receive notices via email.
Visit **erates.bendigo.vic.gov.au**

Bendigo Bank

Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo, VIC

Do not pin or staple cheques to deposit slip

CREDIT

Ratepayers name: R J Lucas
Property: 158 Aspinall Street, GOLDEN SQUARE 3555
Assessment no: 203104 5

Internal use only

Option 1 - Instalment 1 by 30/09/2024:	$540.00
Option 1 - Instalment 2 by 02/12/2024:	$540.00
Option 1 - Instalment 3 by 28/02/2025:	$540.00
Option 1 - Instalment 4 by 02/06/2025:	$540.95
Option 2 - Prepayment by 30/09/2024:	$2,131.15

Teller's stamp and initials

Name

Paid in by (signature)

No. of cheques | Drawer | Bank | Branch

For CREDIT of CITY OF GREATER BENDIGO RATE NOTICE

TELLER USE	
$100	
$50	
$20	
$10	
$5	

Date

Notes
Coins
Cheques
TOTAL $

Regular fortnightly or monthly payments can make it easier to manage your rates.

See payment methods below.

WHEN TO PAY

Option 1 - Paying by four instalments

Four instalment amounts paid by the dates listed on the front page of this notice.

Payments received after 30 September, 2024 are accepted as part payments.

Option 2 - Prepayment with discount of 1.5%

Lump sum payment made by 30 September, 2024.

Direct Debit is available for all payment options including fortnightly and monthly arrangements

For a Direct Debit application form visit our website.

Payment arrangements

Consider setting up regular payments to help manage your rates. See our direct debit options or use any other payment method.

Contact our Customer Support staff as soon as possible to discuss a payment arrangement or visit our website and complete the Payment Arrangements and Deferrals Form.

Interest penalties for late payments

Penalty interest is calculated from the date when each instalment was due, regardless of whether or not the ratepayer has chosen to pay by the instalment or prepayment option. Interest is set by The Minister under section 172(2) by notice published in the Government Gazette.

Payment Allocation

All payments will be credited in the following order:

1 Legal Costs; 2 Interest; 3 Arrears; 4 Current Rates, Charges and FSPL.

Arrears

Arrears outstanding continue to accrue interest until paid in full. Service of this notice does not cancel any existing arrangement for payment of arrears or waive the right of the City to proceed to legal action.

Free SMS Reminders

To receive free SMS reminders for **paying by instalments**:

SMS the word **FOUR**, followed by the BPAY Ref. No. on the front of this notice to 0459 273 853

e.g. FOUR 1234567

- You will receive an automated acknowledgement of registration
- This reminder will remain in place until you cancel it by replying **STOP** to any text message
- SMS reminder will be sent even if a payment has been made
- SMS reminder is not available for the prepayment discount option

Fire Services Property Levy

An owner of the land may apply for a waiver, deferral or concession in respect of the leviable land under Section 27 of the Fire Services Property Levy Act 2012 for rateable land and Section 28 for non-rateable residential land.

Pension Concessions

If you are a pensioner with a current concession card issued by Centrelink or the Department of Veteran Affairs, you may be eligible for a rebate on your principal place of residence.

Applications can be made online by visiting our website or contact Customer Support.

Rate Capping

Council has complied with the Victorian Government's rates cap of 2.75 per cent. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage for the following reasons:

(i) The valuation of your property relative to the valuation of other properties in the municipal district.

(ii) The application of any differential rate by council.

(iii) The inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Notice of Valuation

The property described on the front of this Notice has been valued as at 1 January, 2024 using the Capital Improved Value which is the total market value of the land plus buildings and improvements. The valuations shown on this notice may be used by other authorities for the purpose of a tax or rate.

Objection to valuation

Objections to the Valuation may be lodged within two months of the date of issue of the notice. Objections must be submitted via the online portal by visiting https://ratingvaluationobjections.vic.gov.au

Appeal against rates

If you are concerned by the City's decision to classify or not to classify your land with a Differential Rate, you may make a submission to council in writing. If you are not satisfied with our determination, Section 183 of the LGA provides for an application to VCAT for a review of the decision.

Rates calculation table

Differential Rate Type	Differential Rate in Dollar	Rate Amount
Commercial Rate A	.531222	$2,815.48
Commercial Rate B	.516861	$2,739.36
Commercial Rate C	.545575	$2,891.55
Farm Rate	.215359	$1,141.40
General	.287145	$1,521.87
Vacant Land	.358931	$1,902.33

Changes to Local Government regulations require all rates notices to show calculations for your property at each of our differentials. Calculations for comparative purposes only.

Privacy Statement

The City has collected the personal information on this form for the purpose of carrying out its functions of the LGA. Personal information may be passed onto contractors where a relevant Council service is outsourced. This information will not be disclosed except as required by law and in particular, will not be disclosed to others for marketing purposes.

Glossary

City – City of Greater Bendigo
LGA – Local Government Act 1989
FSPL – Fire Services Property Levy
VCAT – Victorian Civil and Administrative Tribunal
AVPCC – Australian Valuation Property Classification Code

PAYMENT AND DELIVERY METHODS

Regular fortnightly or monthly deductions can make it easier to manage your rates by using any of these payment methods.

Direct debit

If you would like us to deduct payments directly from your bank account complete an online application form at www.bendigo.vic.gov.au/rates or contact Customer Support on 1300 002 642.

Centrepay

To arrange regular deductions from your Centrelink payment download the form at www.bendigo.vic.gov.au/rates or contact Customer Support on 1300 002 642.

Ref No: 555 054 223L

BPAY

Phone and internet banking. Contact your bank or financial institution to make this payment.

BPAY View – View and pay this bill using internet banking.

Refer to the front of this notice for biller code and reference number.

BPOINT

With your Visa or Mastercard, phone or internet.

1300 276 468 or www.bpoint.com.au

Refer to the front of this notice for biller code and reference number.

Post Billpay

Phone, internet and over the counter.

13 18 16 or www.postbillpay.com.au

Refer to the front of this notice for biller code and reference number.

Payment online

City of Greater Bendigo
www.bendigo.vic.gov.au/rates

Payment In person

- Bendigo Bank
- Australia Post
- City of Greater Bendigo payments by eftpos or cheque
  189-229 Lyttleton Terrace, Bendigo or 125 High Street, Heathcote

  Monday, Wednesday, Thursday, Friday: 9am – 4.30pm

  Tuesday: 9am – 4pm

  Excluding public holidays. Please note that the Heathcote service centre is closed from 12.30pm – 1.30pm daily.

CITY OF GREATER BENDIGO

Ref: **203104 5**

Dear R J Lucas

Why we are writing to you

This is a courtesy letter to let you know some of the options in the coming year have changed. Our records indicate that you have paid a previous rates notice via the pay in full by February option.

The City of Greater Bendigo endorsed a change , removing the option to pay in full (February), effectively moving to instalment payments. This aims to help ratepayers who may be experiencing financial difficulties with more regular payments, and brings the City into line with many utility companies, insurance, and telecommunication providers offering monthly or quarterly billing.

Updated Payment Options

Pay by 4 Instalments:
Instalment 1 Due: September 30, 2024
Instalment 2 Due: December 2, 2024
Instalment 3 Due: February 28, 2025
Instalment 4 Due: June 2, 2025

Prepay to receive 1.5% discount
Due: September 30, 2024

Whilst we understand that this does not affect all ratepayers, we know that a greater proportion of the community is currently facing financial stress with the impact of higher mortgage rates, household bills and current cost of living.

The City encourages flexible payment options to encourage smaller, regular payments to meet instalment timelines. Direct debits, Self-managed direct debit and Centrepay are popular ways to pay amongst ratepayers – and more detail on these options are available on the City's website www.bendigo.vic.gov.au/.

Further enquires can be directed to the rates team on ratesenquiries@bendigo.vic.gov.au or 1300 002 642.

Kind Regards

Katelyn Stone
Senior Coordinator Rates

Coliban WATER

ABN 96 549 082 360

TAX INVOICE

R J Lucas
158 Aspinall Street
GOLDEN SQUARE VIC 3555

Service Address: 158 Aspinall Street Golden Square VIC 3555
Classification: Household

Opening Balance	**$295.99**
Total Payment Received up to 13 April 2026	CR $295.99
Balance	**$0.00**
Current Charges	
Water Service Fee	$65.52
Sewerage Service Fee	$196.91
Total (Excl GST)	**$262.43**
GST	$0.00
Total (Incl GST)	**$262.43**
Total Amount Due	**$262.43**

1300 363 200
www.coliban.com.au

Date of Issue: 14 April 2026

Next Scheduled Reading: 13 July 2026

Customer Number
C-00102644

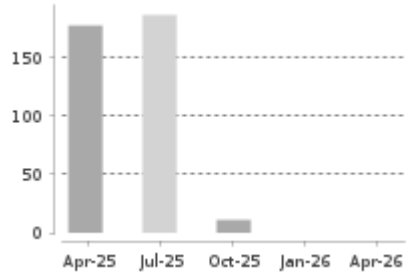
Invoice Number
INV-0003163274

Amount Due
$262.43

Pay By
5 May 2026

See over the page for payment options
Concession has not been applied (refer over for eligibility).

Average daily usage in litres



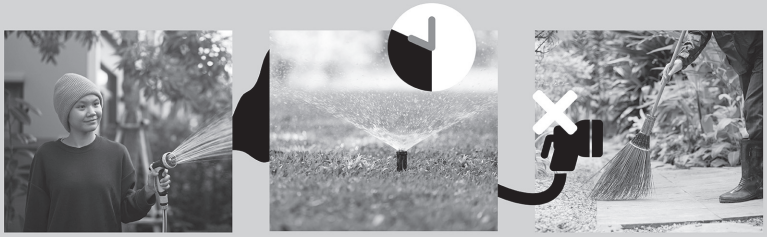
Av. Daily Use:0 L/day
Av. Daily Cost: $3.05

Click for information on the Victorian Government's *Target Your Water Use* program.

Please contact us on 1300 363 200 if you have a concern about your sewer or water service. If we are unable to resolve your concern you can contact the Energy and Water Ombudsman (Victoria) on freecall 1800 500 509. Please refer to www.ewov.com.au for more information.

Victoria's
Permanent Water Saving Rules
apply year-round

Discover ways to save water at
connect.coliban.com.au/savewater



Always use a leak-free hose with a trigger nozzle to water your garden and wash your car

Only use sprinklers and drippers before 10am and after 6pm

Don't hose concrete, paths or driveways - use a broom instead

Coliban Water Invoice Details

WATER SERVICE FEE

Service Number	Size	Date From	Date To	Days	Rate per day	Amount
SP-000087445	20mm	18-01-2026	13-04-2026	86	$ 0.7618	$65.52

SEWERAGE SERVICE FEE

Service Number	Date From	Date To	Days	Rate per day	Amount
SP-000087445	18-01-2026	13-04-2026	86	$ 2.2896	$196.91

Receive your bill electronically: You can now receive your bill electronically using BPAY View.
For more information on how to pay using BPAY View or BPOINT, visit our website.

Change of Address: If your postal address has changed, please contact us within 14 days.

Concessions: If you think you may be eligible for a concession please contact us:
Centrelink Pension, Healthcare Card and Department of Veteran Affairs Gold Cards may be eligible.
In contacting us, you can authorise us to confirm your eligibility with Centrelink or DVA.
If you consent, this consent is ongoing until you contact us to revoke it.

Payment Difficulties: Please contact us about a payment arrangement or to discuss rebates and concessions.

Interpreter Service: If you are hearing or speech impaired or need an interpreter call Telephone Interpreter Service (TIS) on 13 14 50.

E = Estimated Reading

Estimated Reading: If you see an E beside your consumption fee, it means we've used an *estimated reading* to calculate the amount due. An *estimated reading* is used when we've been unable to access your meter. This may result in unbilled charges that we may recoup at a future date when an *actual reading* is obtained.
Want to check? You can send your contact details and a photograph of your current water meter reading to coliban@coliban.com.au or call us on **1300 363 200**, and we can complete a comparison or issue an adjusted bill at your request.

Interest Charges

Interest Charges If you have a balance owing past your payment due date, we reserve the right to apply interest (currently 5.7% p.a.) as permitted under our Customer Charters.
Interest will be applied in arrears for balances outstanding past the due date.

Interest will NOT be applied where you are in our Coliban Assist Plan, receiving a concession entitlement or on an agreed payment arrangement or bill smoothing program with Coliban Water.

HOW TO PAY

Direct Debit: Fill out an online form on our website or contact us.

BPAY/BPAY View: Contact your financial institution to pay from your savings or credit account.
Biller Code: 39156
Ref: 1000 0010 2644 7

Credit Card/Internet: Using BPoint www.bpoint.com.au,
phone 1300 276 468 or 1300 BPOINT.
Biller Code: 39156
Account Number / Ref: 1000 0010 2644 7

In Person: Australia Post outlets.

Centrepay: Contact Centrelink or Coliban Water to arrange regular deductions from your Centrelink payment.
Centrepay Reference Number: **555 057 363A**
Account Reference ID: **1000 0010 2644 7**

VICTORIA State Government

PAYMENT SLIP

Customer Number
C-00102644

Payment Reference Number
1000 0010 2644 7

Amount Due
$262.43

Pay By
5 May 2026

Amount Being Paid

3670100000102644700002624 3

Building Information Certificate

Regulation 51(1) | Building Regulations 2018

12-Jun-2026

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Location: 158 Aspinall Street, GOLDEN SQUARE 3555 (Lot 3 PS 736435J)
Applicant Reference: 80823285-015-4:97702

Building permits, occupancy permits or certificates of final inspection issued in the past 10 years

Application	Description	Status
Private Building Application BX/540/2022	Construction of Dwelling & Garage	Approved
Occupancy Permit (PBS) S73/89/2022	Construction of Dwelling & Garage	Occupancy Permit Issued

Current determinations under Regulation 64(1) or exemptions under Regulation 231(2)

Council has no record of any current statement on this property.

Current notices or orders issued under the Building Act 1993

Council has no record of any current notice or order issued for this property.

Craig Kingston
Municipal Building Surveyor

CITY OF GREATER BENDIGO

PLEASE NOTE

This information is provided in good faith. Council accepts no responsibility for any errors or omissions.

City of Greater Bendigo
1300 002 642 | 189-229 Lyttleton Terrace, Bendigo | 125 High Street, Heathcote
PO Box 733 Bendigo VIC 3552 | requests@bendigo.vic.gov.au | www.bendigo.vic.gov.au

If you are deaf, hearing or speech impaired,
please call us via the National Relay Service
on **133 677** or **www.relayservice.com.au**

BUILDING ISSUES
BUILDING & PLANNING CONSULTANTS

BUILDING PERMIT

Form 2
Building Act 1993
Building Regulations 2018 –
Regulation 37(1)

Permit No: BS-U 41968 7309988973162

TO: OWNER Rennie Lucas
122 Williamson Street
BENDIGO 3550
0417 430 440
ren_1994@msn.com

AGENT Lansell Homes Pty Ltd
PO Box 2807
BENDIGO DC 3554
ACN: 064031269
Bianca Foon (03) 5443-3223
admin@lansellhomes.com.au

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS
Name: Lansell Homes Pty Ltd PO Box 2807 BENDIGO DC VIC 3554 (03) 5443-3223

PROPERTY DETAILS	Lot (3) 158 Aspinall Street GOLDEN SQUARE VIC 3555
	Title Details LP/PS: PS736435J, Vol: 11909, Folio: 973
Municipal District:	Greater Bendigo City Council

Builder Lansell Homes Pty Ltd CDB-U 48124 ACN: 064031269
PO Box 2807 BENDIGO DC, VIC 3554 (03) 5443-3223
This builder is specified under section 24B of the Building Act 1993 for the building work to be carried out under this permit.

Natural person for service of directions, notices and orders *(if builder is a body corporate)*
Name: Christopher Smith Telephone: (03) 5443-3223
Postal Address: PO Box 2807 BENDIGO DC, VIC 3554

Building Practitioners and Architects engaged to prepare documents for this permit

Name	Registration No.	Category/Class
Shane Muir	EC 17729	Engineer - Civil
Daniel McAlpine	DP-AD 19324	Draftsperson - Architectural

Details of Domestic Building Work Insurance
Name of builder: Lansell Homes Pty Ltd Policy number: C619615
Name of issuer or provider: VMIA Risk Management and Insurance Policy cover: $242,000

Nature of Building Work	Construction of Dwelling & Garage
Part of Building	**BCA Classification**
Dwelling	1a(a)
Garage	10a
Version of BCA: BCA 2019 Volume 2	Total new floor area (m^2) 189.0
Storeys Contained: 1	
Stage of building work permitted:	As shown on the approved plans
Cost of building work (this stage):	$242,000

Prescribed Reporting Authorities
The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below.

Reporting Authority	Matter Reported On or Consented To	Regulation No.
City of Greater Bendigo	Point of discharge of storm water	reg. 133(2)

Protection Work
Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements
The mandatory notification stages are:
- Site Excavations
- Piers
- Pad Footings
- Steel Reinforcement
- Frame
- Final

Occupation or Use of Building

An Occupancy Permit is required prior to the occupation or use of this building.
If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by **28/06/2022**.
If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by **28/06/2023**.
If the building work to which this building permit applies is not completed by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Permit Conditions
This building permit is subject to the conditions as listed in Annexure A.



Relevant Building Surveyor
Jacob Spence
Registration No BS-U 41968

Date of Issue: 28/06/2021

ANNEXURE A

CONDITIONS OF BUILDING PERMIT NO. 41968-7309988973162

PROJECT: Construction of Dwelling & Garage

PROPERTY DETAILS: 158 (Lot 3) Aspinall Street, Golden Square

All building works authorised by the above building permit shall be in accordance with the Building Act 1993, Building Regulations 2018, Building Code of Australia and referenced Australian Standards. No variation from the approved documents is permitted without first obtaining consent from this office. Building works must not proceed beyond any mandatory inspection stage until the required inspection has been completed and approved.

The following specific conditions apply and must be addressed in the course of construction:-

General

1. The Domestic Building Contracts and Tribunal Act 1995 applies to the building work approved by this permit.

2. Prior to the commencement of building work the person in charge of the carrying out of building work on the allotment must erect a sign in a conspicuous position showing –
   (i) the registration and contact details of the builder and building surveyor; and
   (ii) the number and date of issue of the building permit.

3. The building work must be carried out strictly in conformity with the endorsed plans and specifications, one copy must be kept on site and made available for inspection in accordance with Regulation 41 while the work is in progress.

4. Hoardings must be provided where necessary to protect the public from injury or access to the building site. A permit may be required from the local authority for Asset Protection prior to commencing building work and a separate permit is required for the construction of any new vehicular crossing or when undertaking any works in the road reserve including water tappings.

5. This approval hereby given does not in any way obviate any necessity to comply with any covenant and/or section 173 agreement that may affect the land. The relevant building surveyor is not required to enforce the restrictions imposed on Title but recommends that the owner is satisfied with compliance of covenants prior to proceeding with the building work.

6. The owner and/or builder shall be responsible to define, by survey, the boundaries of the allotment.

Authorities

7. It's the responsibility of the owner to ensure a minimum garden area of 30% of the allotment area is provided as per the zone requirements under the relevant planning scheme (Clause 32.08-4). Any queries in relation to this matter are to be directed to the relevant planning authority.

Siting

8. Confirm that the existing conditions of the adjoining allotments have not changed and whether or not dwellings have been recently completed. If so, please provide amended site plan including setback distances and any designated secluded private open space.

Property Information

9. The City of Greater Bendigo has designated the entire municipality as an area in which buildings are likely to be subject to infestation by termites. It is therefore required that the building be protected in accordance with AS3660.1 Termite Control in New Buildings.

10. The site is within an area designated Bushfire prone and therefore the building must be provided with protection in accordance with AS3959-2009. An assessment of the site has determined the bushfire attack level (BAL) as ***BAL-12.5*** hence, details of proposed construction protection is to be submitted for approval. *Note: It is the owners' responsibility to ensure* ***all vegetation and water supply*** *is maintained in accordance with the minimum requirements of AS3959* ***and the relevant section 173 agreement / BMP****, and that prospective purchasers are made aware of the same condition.*

Excavations

11. No works shall proceed on the site where any excavation is closer to an allotment boundary than the depth of the cut unless compliance with Part 7 of the Building Regulations 2018 or otherwise any required Forms 6, 7 & 8 have been completed by the relevant parties and signed copies of the Forms 7 & 8 returned to this office together with design of any required retaining wall/s. *Note that s93 of the Act, where applicable requires that an owner must ensure that an appropriate contract of insurance is in force prior to commencing any protection work in respect of an adjoining property.*

Structural

12. Brittle floor coverings (>16m^2) are recommended not to be placed within three months of pouring the concrete floor under clause 5.3.7 of AS2870 unless extra measures are taken to control shrinkage cracking. These include the use of SL92 or an additional sheet in affected slab panels or otherwise the selection of a bedding system suitable for the expected slab movement.

13. Roof truss design and layout including complete design details for wall framing, **garage T-bar lintel, verandah beams**, beams, lintels and bracing to be submitted to the Relevant Building Surveyor for approval prior to construction of framework. Timber framing to comply with AS1684 for an assumed wind speed of N2. Special attention is required for fixings, anchorage (straps to wall plates), and wall bracing.

Building Code of Australia
Site Preparation, Framing, Masonry & Drainage

14. Provide a suitable means of drainage to any site cuts and perimeter of the building to prevent an accumulation of run-off water near the foundations.

15. Any surface water runoff to be collected with a suitable means of drainage to prevent water entering the adjoining site.

16. The external finished surface surrounding the slab-on-ground must be drained to move surface water away from the building and be graded to give a slope not less than 25mm over the first 1m for reasonably impermeable surfaces (concrete/paving) or 50mm over the first 1m in any other case. Impermeable (concrete/paved) external finished surfaces adjacent to the building must be at least 50mm (100mm for permeable surfaces) below the finished floor level of the dwelling.

17. Location, spacing and capacity of downpipes must comply with BCA 3.5.2 (maximum 12m spacing and within 1.2m of valleys) and discharge of stormwater to a point as approved by the local council that will not have any adverse effect on the building foundations.

Fire Safety

18. Smoke alarms must be interconnected to automatically provide a common alarm throughout the dwelling, and must be installed in accordance with the BCA & AS3786.

Health & Amenity

19. Construction of shower and flashings in wet areas to comply with Part 3.8.1 of the BCA and AS3740. Particular attention to be given to waterproofing timber floors and floor/wall junctions in rooms where a bath or unenclosed shower is installed and in WC's and laundry. An *unenclosed shower* includes an enclosure with frameless or semi frameless glass doors, shower curtains or a screen less than 1500 mm long over a bath will necessitate the provision of a floor waste. **Certification from a suitable person will be required to ensure that wet areas have been waterproofed in accordance with the BCA.**

20. Minimum clearance between toilet pan and hinge side of the doorway is 1.2m as specified by clause 3.8.3.3 of the BCA unless door opens outwards or is fitted with hinges which allow removal of the door from outside the compartment.

21. Pliable building membrane (sisalation) where installed in the external walls must comply with AS/NZS 4200.1 and be installed in accordance with AS 4200.2, and must also be a vapour permeable membrane for climate zones 6, 7 & 8.

Safe Movement & Access

22. Construction of steps to comply with Part 3.9.1.4 of the BCA, minimum going 240mm and maximum rise of 190mm. Furthermore, where the number of risers exceeds 3 or a change in floor level of greater than 570mm occurs, a compliant landing must be provided at the top and base of the stairs.

23. Stair treads or nosing strips must have a slip-resistance rating in accordance with Table 3.9.1.1 of the BCA.

Jacob D Spence
Consultant Building Surveyor
Registered Building Practitioner BS-U 41968

Note: On completion of the building work you are required to provide the certificates / documentation as described below:

- Certificate of compliance for plumbing works.
- Certificate of electrical safety for all relevant electrical works.
- Certificate for waterproofing in all wet areas.
- Completed Application Form 15 for Occupancy Permit.
- Certificate which provides the type of termite treatment that has been adopted and installed.
- Signed Compliance Report by the Builder to confirm all works undertaken in accordance with the relevant Energy Report.
- A letter from the glazier stating all glazing installed in accordance with AS1288 and AS2047.

LANSELL HOMES
Move in with nothing to do

27 Elvey Drive, Kangaroo Flat 3555
P.O. Box 2807, Bendigo VIC 3554
CDB-U48124

Statutory Builders Warranty

In accordance with the *Building Act 1993 (Victoria)*and *Domestic Building Contracts Act 1995 (Victoria)* Lansell Homes provides a Statutory Builders Warranty for 10 years from the date of occupancy permit. There are three periods that are typically covered in the warranty; 3 months from issue of occupancy permit *(the 3 month maintenance, included in the handover kit)*, 1 year from issue of occupancy permit and 10 years from issue of occupancy permit. Please note that 3 month maintenance is the **only maintenance** period that Lansell Homes will follow up. The one year and ten year maintenance is only performed if the damage **complies with the guidelines of the Statutory Builders Warranty**. Below is an outline of what is covered at each period in the warranty and what is not included.

Included in up to 3 month maintenance:

- Adjustment to doors, windows, cupboards including locks and catches
- Filing and painting large plaster cracks and nails "popping"
- Plumbing issues- please refer to the plumber
- Heating & Cooling issues- please refer to the installer
- Electrical issues- please refer to the electrician
- Drainage and sewerage systems
- Any problems relating to roofing, brickwork, painting, tiling and flooring

Included in up to 1 year from occupancy permit:

- Weatherproofing
- Faulty guttering and down pipes
- Paint

Included in up to 10 years from occupancy permit: Structural failure is the only thing covered under 10 year warranty. This includes:

- Foundation failure
- Structural frame. It will only be covered if termite protection has been maintained
- Load bearing brickwork

Items not included in the Builders 10 Year Warranty:

- Appliances, hot water services, heating and cooling systems after the 3 month maintenance **(please contact the manufacturers and refer to your product warranty)**
- Storm, flooding and fire damage (these should be covered by your home insurance)
- Fair wear and tear .
- Minor cracking
- Damage to the foundation due to trees or overwatering of gardens adjacent to foundations (please refer to CSIRO- Foundation Maintenance and Footing Performance: A Homeowner's Guide which is included in this handover kit)

INSURANCE HOUSE PTY LTD
Level 3, 100 Wellington Parade
East Melbourne VIC 3002
https://www.insurancehouse.com.au/business/warranty/builders-warranty-victoria

1300 851 329

Domestic Building Insurance

Certificate of Insurance

Rennie Lucas

122 Williamson St
BENDIGO
VIC 3550

BUILDING ISSUES
APPROVED
BS-U 41968/7309988973162
Building work to comply with the Building Act, Regulations, BCA and conditions of permit.
Jacob Spence Registration BS-U 41968
Phone: (03) 5441 4149

Policy Number:
C619615

Policy Inception Date:
24/06/2021

Builder Account Number:
014561

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work:	**C01: New Single Dwelling Construction**
At the property:	**158 Aspinall St GOLDEN SQUARE VIC 3555 Australia**
Carried out by the builder:	**LANSELL HOMES PTY LTD**
Builder ACN:	**064031269**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s):	**Rennie Lucas**
Pursuant to a domestic building contract dated:	**14/12/2020**
For the contract price of:	**$ 242,000.00**
Type of Cover:	**Cover is only provided if LANSELL HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is:	**$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is:	**20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

BUILDING ISSUES
BUILDING & PLANNING CONSULTANTS

Building Issues
1/60 McIvor Road Bendigo VIC 3550
03 5441 4149
bendigo@buildingissues.com.au
www.buildingissues.com.au
ABN 99 626 396 781

OCCUPANCY PERMIT
Form 16

Regulation 192
Building Act 1993
Building Regulations 2018

Property Details

Number **158**	Street/Road **Aspinall Street**	Suburb **GOLDEN SQUARE**	Postcode **3555**
Lot/s **3**	LP/PS **PS736435J**	Volume **11909**	Folio **973**
Crown allotment	Section No	Parish	County

Municipal District **Greater Bendigo City Council**

Building permit details

Building permit number: **7309988973162**
Version of BCA applicable to building permit: **BCA 2019 Volume 2**

Building Details

Part of building to which permit applies: **Dwelling**
Permitted use: **Domestic**
BCA Class of building: **1a(a)**
Maximum permissible floor live load: **1.5000**

Part of building to which permit applies: **Garage**
Permitted use: **Domestic**
BCA Class of building: **10a**
Maximum permissible floor live load: **0.0000**

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Name: **Jacob Spence**
Building practitioner registration no.: **BS-U 41968**

Signature: .....

Date of Final Inspection: **27/07/2022**

Occupancy Permit no.: **7309988973162**

Date of issue of permit: **28/07/2022**

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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 11909 FOLIO 973

Security no : 124135468154K
Produced 11/06/2026 04:09 PM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 736435J.
PARENT TITLE Volume 11840 Folio 116
Created by instrument PS736435J 25/08/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
RENNIE JAMES LUCAS of 122 WILLIAMSON STREET BENDIGO VIC 3550
AQ255278S 18/09/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW331610M 02/12/2022
WESTPAC BANKING CORPORATION

COVENANT AQ255278S 18/09/2017
Expiry Date 01/01/2032

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
AN458977J 16/01/2017

DIAGRAM LOCATION

SEE PS736435J 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: 158 ASPINALL STREET GOLDEN SQUARE VIC 3555

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 02/12/2022

DOCUMENT END

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PLAN OF SUBDIVISION

EDITION 1

PS 736435J

Location of Land

Parish: SANDHURST

Township: ---------

Section: L

Crown Allotment: 42A (PART), 45 (PART), 46 & 47A

Crown Portion: --------

Title Reference: Vol. 11840 Fol. 116

Last Plan Reference: LOT A PS731695H

Postal Address: 134 - 166 ASPINALL STREET
(at time of subdivision) GOLDEN SQUARE 3555

MGA Co-ordinates: E 253 500 Zone: 55
(of approx. centre of land in plan) N 5 925 800 GDA 94

Council Name: Greater Bendigo City Council

Council Reference Number: SC/1032/2013/2
Planning Permit Reference: DS/1032/2013
SPEAR Reference Number: S081272C

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied

Digitally signed by: Liz Commadeur for Greater Bendigo City Council on 08/06/2017

Statement Of Compliance issued: 08/08/2017

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
RESERVE No.1	CITY OF GREATER BENDIGO
RESERVE No.2	CITY OF GREATER BENDIGO
ROAD R1	CITY OF GREATER BENDIGO
ROAD R2	CITY OF GREATER BENDIGO

Notations

Depth Limitation: DOES NOT APPLY

Survey: This plan is based on survey

Staging: This is not a staged plan of subdivision

Planning Permit No. DS/1032/2013

This survey has been connected to permanent mark(s): 1130, 1873, 1874, 1875 & 1876

In Proclaimed Survey Area No. 34 (SANDHURST)

Notations

UPON REGISTRATION OF THIS PLAN RESTRICTIONS ARE TO BE CREATED; SEE SHEET 3 OF THIS PLAN

Easement Information

Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance A - Appurtenant Easement

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-3	DRAINAGE	SEE DIAG	THIS PLAN	CITY OF GREATER BENDIGO
E-2, E-3	PIPELINES OR ANCILLARY PURPOSES	SEE DIAG	THIS PLAN - SECTION 136 WATER ACT 1989	COLIBAN REGION WATER CORPORATION

Tomkinson Group
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LICENSED SURVEYORS CIVIL ENGINEERS
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PLOTTED 04-05-2016 P.J.L.

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TIME: 9.29 PM DATE: 25/08/2017
RHills
Assistant Registrar of Titles

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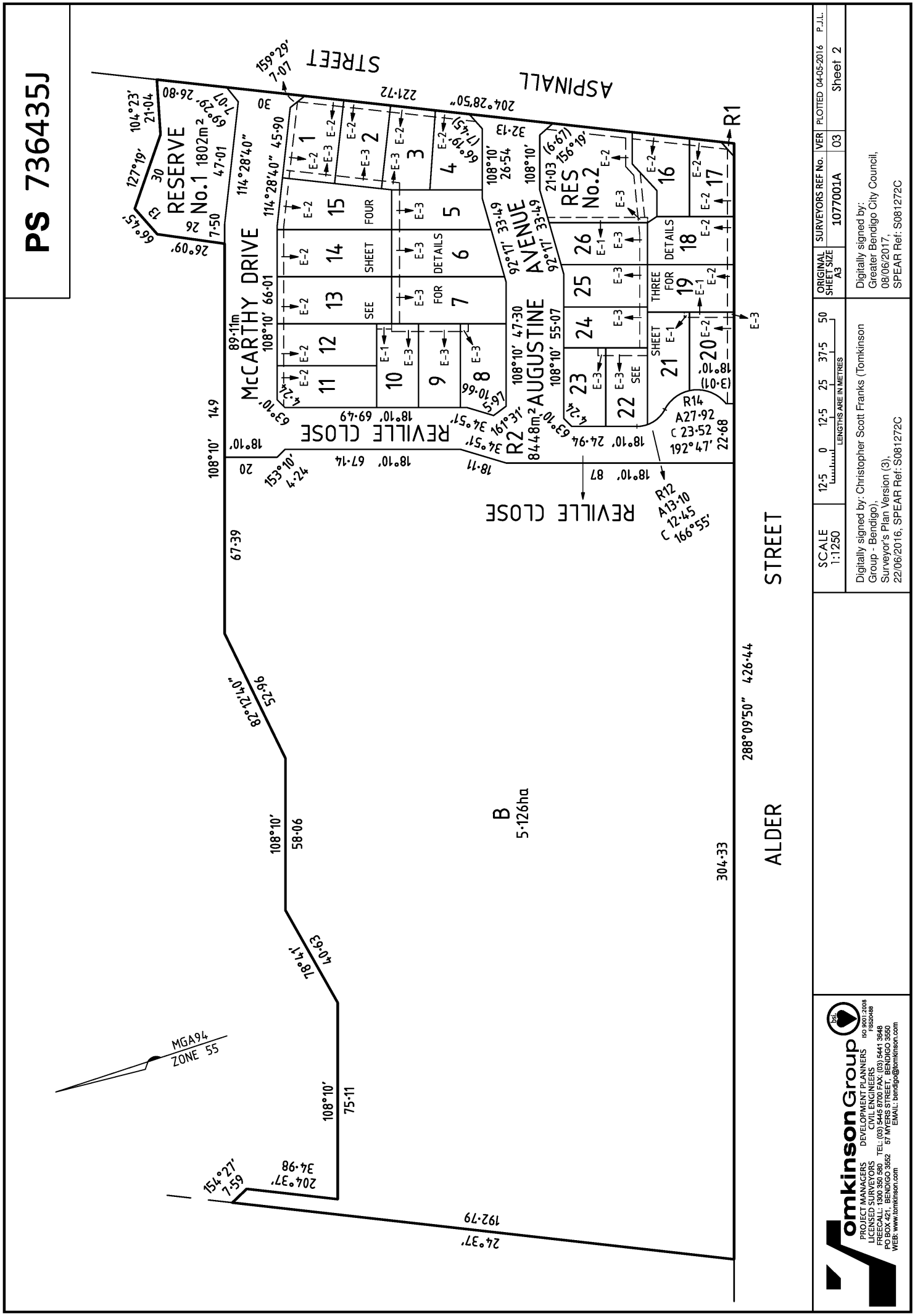

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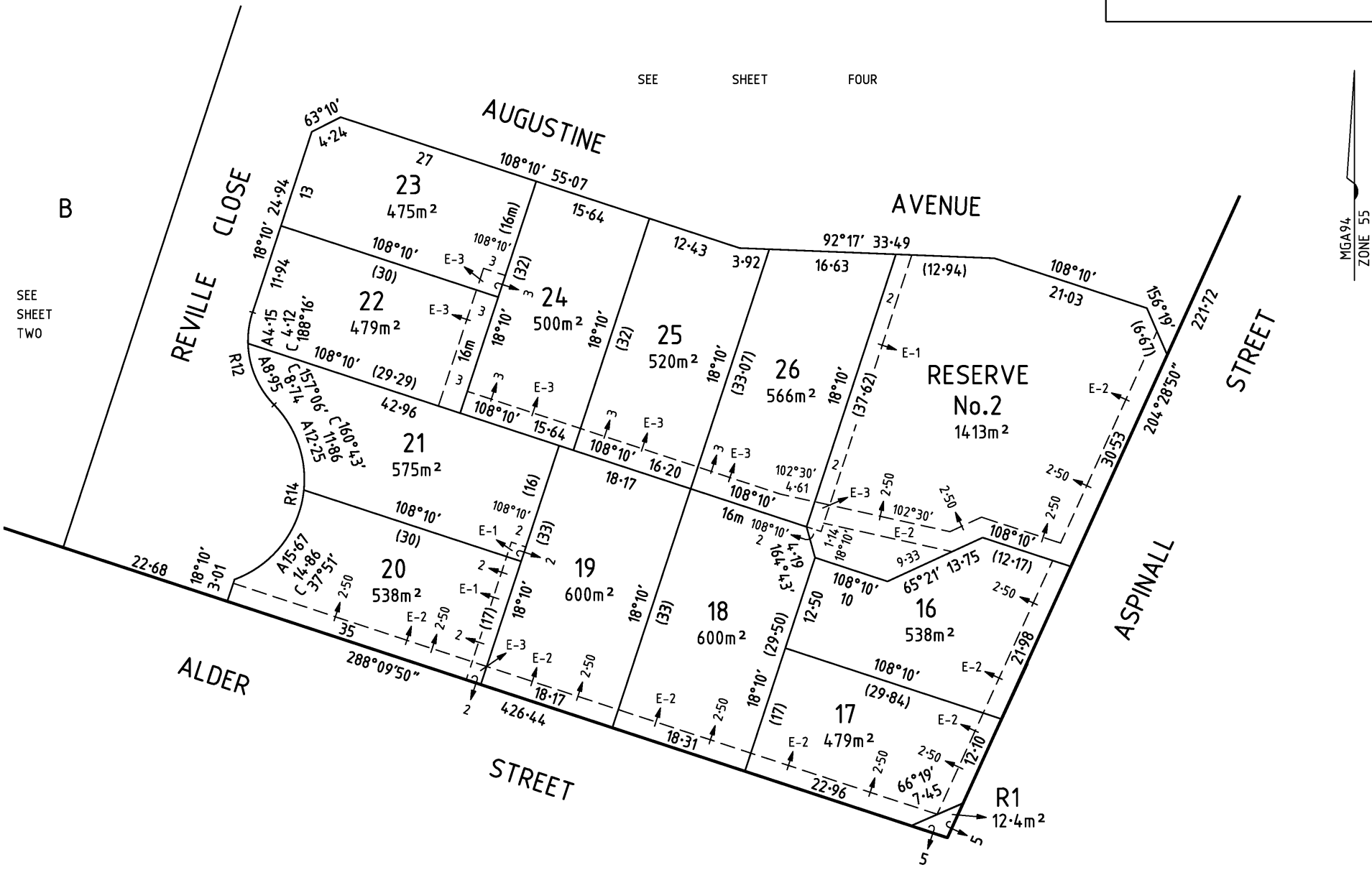

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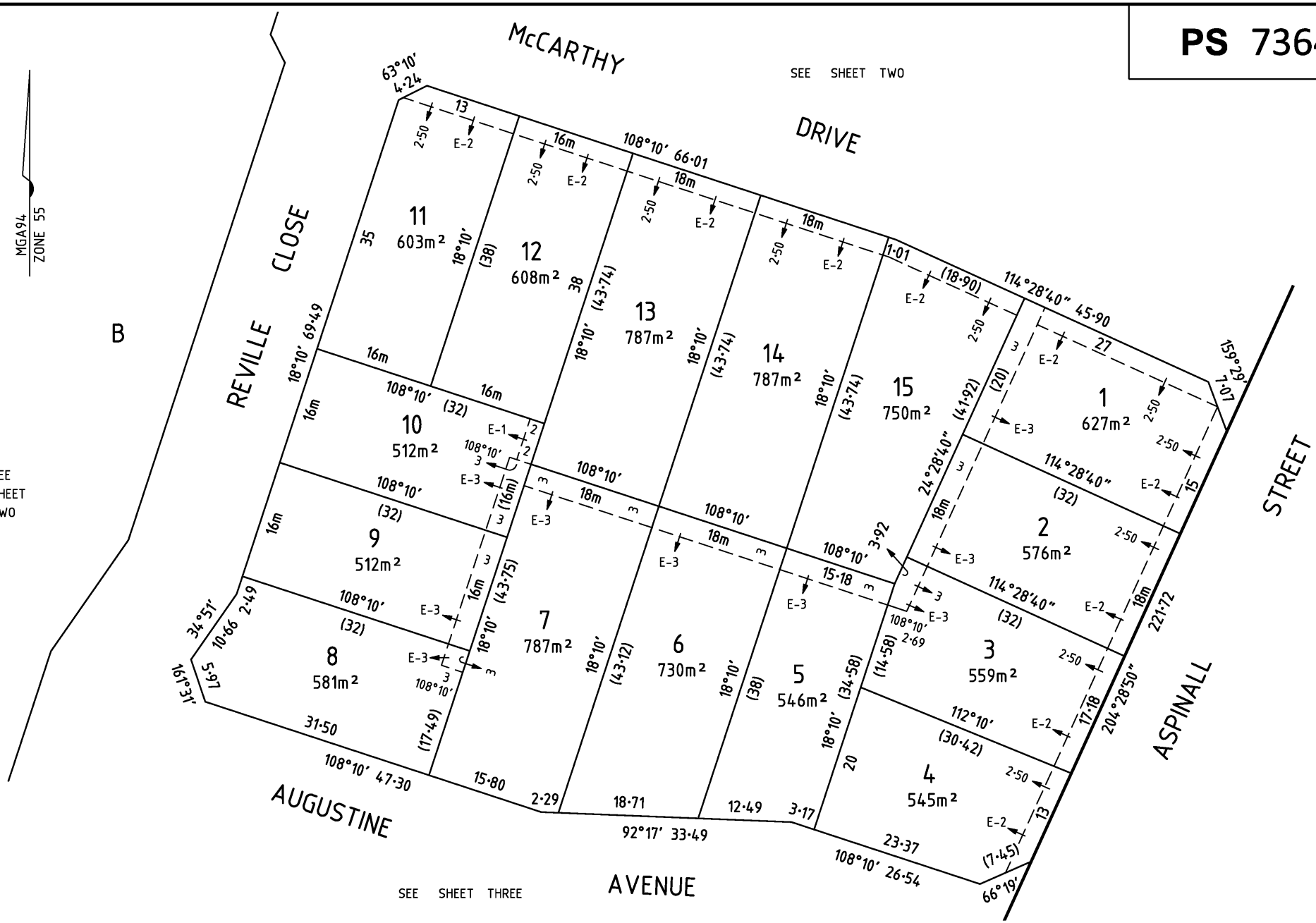

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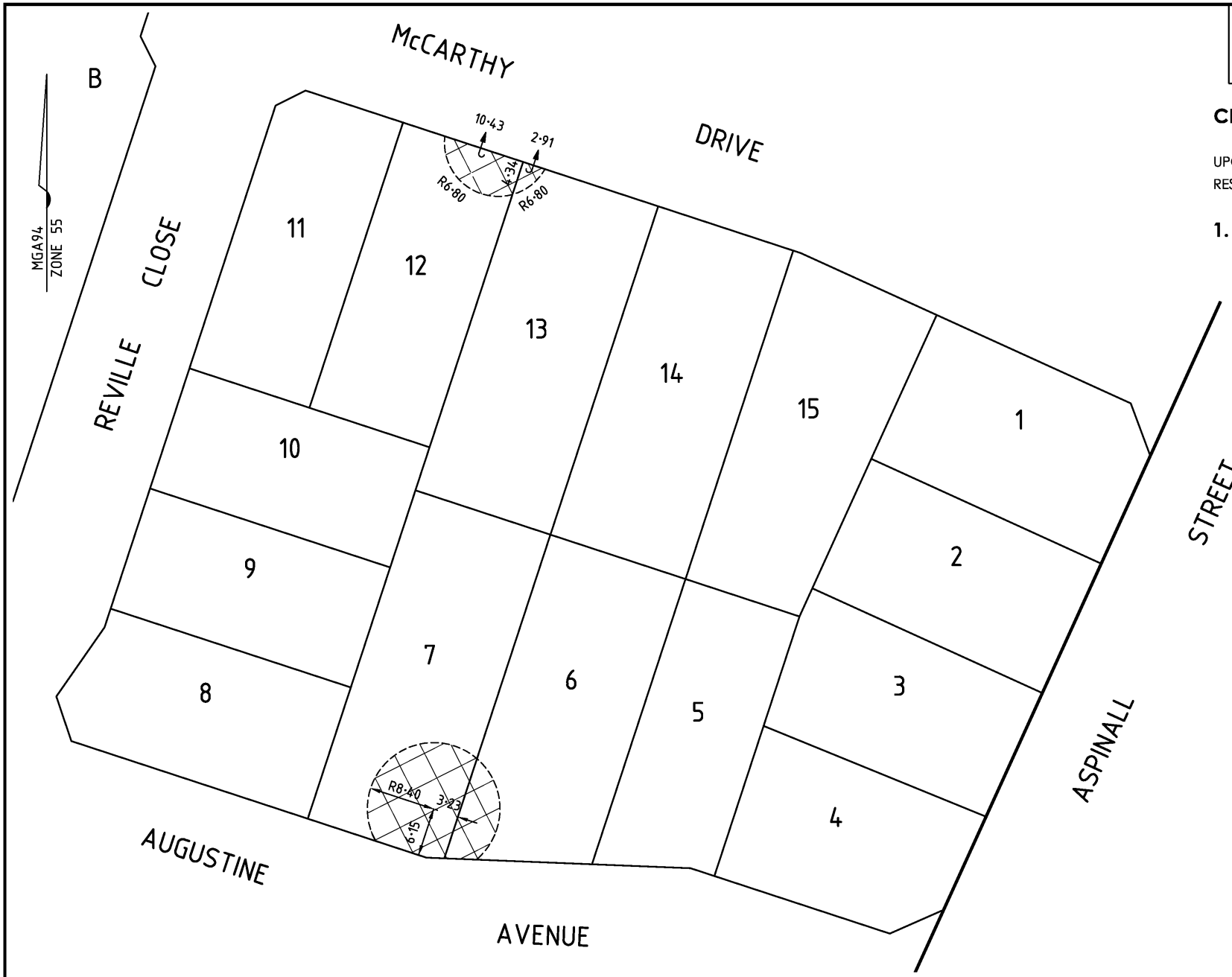

CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED:

1. **LAND TO BENEFIT**
   ALL THE LOTS IN THIS PLAN
   LAND TO BE BURDENED
   LOTS 6, 7, 12 & 13 IN THIS PLAN
   DESCRIPTION OF RESTRICTION
   THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS 6, 7, 12 & 13 IN THIS PLAN TO WHICH THE FOLLOWING RESTRICTION APPLIES SHALL NOT DISTURB THE TREE ROOT SYSTEMS OR CONSTRUCT BUILDINGS WITHIN THE ENVELOPE SHOWN CROSS HATCHED THUS:

Tomkinson Group
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DEVELOPMENT PLANNERS CIVIL ENGINEERS
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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

AN458977J
16/01/2017 $92.70 173

Lodged by:

Name: Petersen Westbrook Cameron Pty Ltd
Phone: 03 5443 9499
Address: DX 55017 BENDIGO
Reference: GMW:KF:150879
Customer Code: 2542Y

The Responsible 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.

Land: *(volume and folio)*

Certificate of Title Volume 11840 Folio 116 ~~1292 Folio 289 and Volume 999 Folio 727~~

Responsible Authority: *(full name and address including postcode)*

Greater Bendigo City Council of 195-222 Lyttleton Terrace, Bendigo, Victoria 3550

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the agreement is attached to this Application.

Date: 24 November 2016

Signature for Responsible Authority: .....

Name of Officer: Craig Menara
(full name)

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Date **2016**

AN458977J
16/01/2017 $92.70 173

GREATER BENDIGO CITY COUNCIL

AND

ROMAN CATHOLIC TRUSTS CORPORATION FOR THE DIOCESE OF SANDHURST

PLANNING AND ENVIRONMENT ACT 1987
SECTION 173 AGREEMENT

Petersen Westbrook Cameron Pty Ltd
121 McCrae Street
Bendigo VIC 3550
DX 55017 BENDIGO
Email: info@petersenwestbrook.com.au
Ref: GMW:KF:150879

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AN458977J
16/01/2017 $92.70 173

THIS AGREEMENT is made the day of 2016

BETWEEN **Greater Bendigo City Council**
of 195-222 Lyttleton Terrace, Bendigo, Victoria 3550
(Responsible authority)

AND **ROMAN CATHOLIC TRUSTS CORPORATION FOR THE DIOCEE OF SANDHURST**
of 174 McCrae Street, Bendigo, Victoria 3550
(Owner)

RECITALS

A. The owner is the owner and registered by the Registrar of Titles as the proprietor of an estate in fee simple in the land at 134 Aspinall Street, Golden Square being Crown Allotments 42A, 44, 45, 46, 47A Section L Parish of Sandhurst and more particularly described in Certificate of Title Volume ~~1292 Folio 289 and Volume 999 Folio 727~~ 11840 Folio 116 (subject land).

B. The responsible authority is responsible for the administration and enforcement of the Greater Bendigo planning scheme (planning scheme) pursuant to the provisions of the Planning and Environment Act 1987 (the Act).

C. On 18 June 2015 the responsible authority issued planning permit number DS/1032/2013 allowing a staged subdivision of the land into eighty two lots and the removal of native vegetation in a General Residential Zone (planning permit).

D. Condition 44 of the planning permit requires the owner to enter into this agreement to provide for the matters set out in that condition.

E. The responsible authority and the owner have agreed that, without restricting or limiting their respective powers to enter into this agreement, and insofar as it can be so treated, this agreement is an agreement entered into pursuant to section 173 of the Act.

F. The responsible authority and the owner have entered into this agreement in order to achieve or advance the objectives of planning in Victoria or the objectives of the planning scheme.

OPERATIVE PART

1. Interpretation

This agreement is governed by the laws of Victoria, and the parties, submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this agreement:

(a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;

(b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those

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documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;

(c) Grammatical forms of defined words or phrases have corresponding meanings;

(d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Victoria;

(e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;

(f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;

(g) References to a party are intended to bind their executors, administrators and permitted transferees; and

(h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

2. Definitions

In this agreement unless inconsistent with the context or subject matter:

(a) Act means the Planning and Environment Act 1987;

(b) Agreement means this agreement and any agreement executed by the parties varying or expressed to be supplemental to this agreement;

(c) Subject land means the land described in recital A;

(d) Owner means the owner for the time being of the land and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the land or any part thereof, and includes a mortgagee in possession;

(e) Planning permit mean the planning permit referred to in recital C, including any plans endorsed under the planning permit;

(f) Planning scheme means the Greater Bendigo planning scheme and any successor instrument or other planning scheme which applies to the subject land;

(g) Responsible authority means Greater Bendigo City Council or its successor as the authority responsible for administering and enforcing the planning scheme and includes its agents, officers, employees, servants, workers and contractors; and

(h) Tribunal means the Victorian Civil and Administrative Tribunal or any successor tribunal, court, institution or body.

3. Specific obligations of the owner

The owner covenants with the responsible authority that:

Before a statement of compliance is issued under the Subdivision Act 1988, the owner must enter into an agreement with the Responsible Authority under Section 173 of the Planning and Enviornment Act 1987 and make application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Act. The Agreement must:-

(a) Specify that any dwelling or dependent person's unit constructed within any lot must be constructed in the identified building envelope on the

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endorsed Bushfire Management Plan (where a building envelope has been identified);

(b) Specify that any dwelling or dependant persons unit constructed within any lot must be constructed and maintained to a Bushfire Attack Level (in accordance with the relevant sections of AS3959-2009) of not less than as specified on the endorsed Bushfire Management Plan;

(c) Specify that before the occupation of any dwelling or dependant persons unit within any lot, a water tank must be provided within each lot which:

(i) is maintained solely for fire fighting purposes.

(ii) is constructed out of concrete, steel or corrugated iron.

(iii) incorporates a non-combustible gate or ball valve to provide access to the water for fire fighting by the owners.

(iv) has a capacity of not less than that specified in Table 4 of clause 52.47-3.

(d) Specify that before the occupation of any dwelling or dependent persons unit within any lot, vegetation within that lot must be maintained to the vegetation management prescriptions on the endorsed Bushfire Management Plan; and

(e) Specify that the bushfire protection measures forming part of the section 173 agreement and the planning permit and endorsed plans must be maintained on an ongoing basis.

4. Further obligations of the owner

The owner further covenants that:

(a) The owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the subject land or any part of it without first disclosing to its successors the existence and nature of this agreement;

(b) The owner will do all that is necessary to enable the responsible authority to make an application to the Registrar of Titles to make a recording of this agreement on the certificate of title to the subject land in accordance with section 181 of the Act, including the signing of any further agreement, acknowledgment or other document;

(c) The owner shall immediately on demand pay the reasonable legal costs and fees incurred and incidental to the preparation and execution of this agreement and the registration hereof pursuant to section 181 of the Act, together with all costs of enforcing this agreement if deemed necessary by the responsible authority. The owner hereby agrees that any such costs are and remain a charge on the subject land until paid, and consents to the responsible authority registering a caveat on the certificate of title to the subject land in respect of any such costs and acknowledges that any such costs shall be capable of being recovered by the responsible authority in any court of competent jurisdiction as a civil debt recoverable;

(d) That until such time as this agreement is registered on the title to the subject land, the owner shall ensure that successors in title will give effect to this agreement, and do all acts and sign all documents which will require those successors to give effect to this agreement, including executing a deed agreeing to be bound by the terms of this agreement;



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16/01/2017 $92.70 173

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(e) The owner agrees to indemnify and keep indemnified the responsible authority from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to this agreement and/or any non-compliance with this agreement; and

(f) The owner agrees to allow the responsible authority to enter the subject land at any reasonable time to assess compliance with this agreement.

5. Owner's warranties and acknowledgements

(a) The owner warrants that:

(i) It is the registered proprietor, or entitled to be so, of the subject land;

(ii) There are no mortgages, liens, charges or other encumbrances affecting the subject land which are not disclosed by the usual searches; and

(iii) If the subject land is affected by a mortgage, the mortgagee of the subject land consents to the owner entering into this agreement and the agreement being registered on the title to the subject land.

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16/01/2017 $92.70 173

(b) The owner acknowledges that any obligations imposed on the owner under this agreement take effect as separate and several covenants which are annexed to the subject land and run at law and in equity with the land and every part thereof and bind the owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the subject land.

6. Further assurance

The parties to this agreement must do or cause to be done all things that are reasonably necessary to give effect to this agreement.

7. Default

If the owner defaults or fails to perform any of its obligations under this agreement the responsible authority may, without prejudice to any other remedies, rectify and remedy such default and the cost of doing so shall be borne by the owner. The owner hereby consents to the responsible authority registering a caveat on the certificate of title to the subject land in respect of any such costs, and acknowledges that any such costs shall be capable of being recovered by the responsible authority in any court of competent jurisdiction as a civil debt recoverable.

8. No waiver

Any time or other indulgence granted by the responsible authority to the owner or any variation of the terms and conditions of this agreement or any judgment or order obtained by the responsible authority against the owner will not in any way amount to a waiver of any of the rights or remedies of the responsible authority in relation to the terms of this agreement.

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9. No fettering of powers of responsible authority

The owner expressly acknowledges and agrees that nothing in this agreement nor the performance by the owner of any of its obligations under this agreement does or will restrain, limit or otherwise fetter the exercise by the responsible authority of the powers, duties and discretions that the responsible authority has or may have, as planning authority, responsible authority or otherwise, under the Act or under the planning scheme to consider, approve, amend or to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification relating to any use or development, or in relation to the commencement or initiation of any enforcement action or proceeding whatsoever.

10. Entire agreement

This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

11. Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this agreement shall remain operative and be of full force and effect.

12. Disputes

(a) If there is a dispute between the parties concerning the interpretation or implementation of this agreement, that dispute must be referred to the tribunal for resolution to the extent permitted by the Act.

(b) If there is a dispute concerning any matter which is not referable to the tribunal under the Act, that dispute must be referred for arbitration by an arbitrator agreed upon in writing by the parties, or, in the absence of such agreement the chair of the Victorian Chapter of the Institute of Arbitrators Australia or his or her nominee, for arbitration.

(c) The parties shall each be entitled to legal representation for the purposes of any proceedings or arbitration referred to clause 12(a) or (b) of this agreement unless the tribunal or arbitrator otherwise directs, and each party must bear its own costs.

13. Commencement of agreement

Unless otherwise provided in this agreement, this agreement shall commence on the date of this agreement.

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16/01/2017 $92.70 173

Execution page

SIGNED AS AN AGREEMENT

SIGNED BY CITY OF GREATER BENDIGO by its authorised officer in the presence of:)
)

22/12/2016

Signature of authorised officer

Signature of witness

Craig Nieman
Authorised officer's name

Jemy Watt
Print name of witness

Chief Executive Officer
Authority of officer

The COMMON SEAL of THE ROMAN CATHOLIC TRUSTS CORPORATION FOR THE DIOCESE OF SANDHURST was hereunto affixed in the prsence of:)
)

Member

Leslie Rogers Tomlinson
Full Name

174 McCrae St Bendigo
Usual Address

Member

Romuald J Hayes.
Full Name

161 McCrae St. Bendigo
Usual Address

Secretary

Cameron Paul Fraser
Full Name

174 McCrae St Bendigo
Usual Address

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BUILDING ENVEOPES

BAL 12.5 BAL 19

- A dwelling must be built to the minimum BAL score attributed to that lot.
- Building envelope for BAL12.5 includes BAL12.5 shaded area only
- Building envelope for BAL19 includes BAL19 shaded areas.
- Areas outside building envelope cannot be used to construct a habitable dwelling.
- All area within the building envelope is available for dwelling construction and outbuildings (given ResCode standards)

DWELLING EXCLUSION ZONE FOR ALL BAL RATINGS

- Dwellings cannot encroach into the dwelling exclusion zone.

DEFENDABLE SPACE MANAGEMENT

Any area of each lot not used for dwelling/outbuilding construction is considered defendable space and must be managed as such.

The vegetation within the defendable space area should be modified and managed in line with the following management prescriptions.

- Grass must be short cropped and maintained during the declared fire danger period.
- All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period
- Within 10m of a building, flammable objects must not be located close to the vulnerable parts of the building.
- Plants greater than 10cm in height must not be placed within 3m of a window or glass feature of a building.
- Shrubs must not be located under the canopy of trees.
- Individual and clumps of shrubs must not exceed 5m² in area and must be separated by at least 5m.
- Trees must not overhang or touch any elements of the building.
- The canopy of trees must be separated by at least 5m.
- There must be a clearance of at least 2m between the lowest tree branches and ground level.

Vegetation managed as such is exempt from native vegetation clearance regulations, in accordance with Clause 52.48-5 of the Planning Scheme. Any additional vegetation removal beyond this may be subject to planning approval in line with Clause 52.17, and should be assessed accordingly

CONSTRUCTION STANDARDS

The future dwellings will be designed and constructed to a minimum Bushfire Attack Level of BAL12.5 or BAL19 (as attributed to each lot).

WATER SUPPLY

Water supply tanks will include at least 2,500 L for firefighting purposes which meets the following requirements:

- Is stored in an above ground tank of concrete or metal.
- All fixed above-ground water pipes and fittings required for fire fighting purposes must be made of corrosive resistant metal.
- incorporate a ball or gate valve (BSP 65mm) and coupling (64mm CFA 3 thread per inch male fitting).
- The outlet/s of the water tanks must be within 4m of the access way and be unobstructed.
- Be readily identifiable from the building or appropriate identification signage to the satisfaction of CFA must be provided

All pipe fittings must be a minimum 65mm (excluding the CFA coupling).

DS/1032/2013
- 3 NOV 2016

7.152ha

RESERVE 2110m²

RESERVE 1802m²

RESERVE 1414m²

ALDER ST

ASPINALL ST

Road 12m²

73 693m² 74 602m² 75 602m² 76 601m² 77 600m² 78 600m² 79 600m² 80 735m² 81 733m²

43 601m² 44 510m² 45 510m² 46 510m² 47 510m² 48 510m² 49 510m² 50 510m² 51 510m² 52 510m² 53 510m² 54 509m² 55 469m² 56 407m²

42 562m² 41 582m² 40 517m² 39 646m² 38 582m² 37 582m² 36 582m² 35 582m² 34 582m² 33 582m² 32 515m² 31 509m² 30 786m²

57 4402m²

62 608m² 63 608m² 58 615m²

27 565m² 28 565m² 29 600m²

10 512m² 9 512m² 8 581m² 7 787m² 6 730m² 5 546m² 1 627m² 2 576m² 3 559m² 4 545m²

23 475m² 22 479m² 21 574m² 20 539m² 24 500m² 25 520m² 26 566m² 19 600m² 18 538m² 16 538m² 17 479m²

SPECIFIC NOTES RELATED TO BAL ASSESSMENT AND RESULTS:

1. DEFENDABLE SPACE IS ANY AREA NOT USED FOR DWELLINGS/OUTBUILDINGS ON EACH AND EVERY LOT TO PROPERTY BOUNDARY
2. IF OUTBUILDINGS ARE LOCATED WITHIN DEFENDABLE SPACE, THEN MUST BE >10m FROM DWELLING, OTHERWISE A PLANNING PERMIT WILL BE REQUIRED FOR THE OUTBUILDING

GENERAL NOTES

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Principal 333 REAL ESTATE P/L

SCALE 1:2000

LENGTHS ARE IN METRES - PAPER SIZE A3

PROPOSED 82 LOT SUBDIVISION
134 - 166 ASPINALL STREET, GOLDEN SQUARE
BUSHFIRE MANAGEMENT PLAN

Municipality & Ref: CITY OF GREATER BENDIGO DS/1032/2013
SHT No of 1 REV A
Drawing No 1077001 BMP

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AQ255278S

Transfer of land - creating an easement and/or restrictive covenant

Section 45 Transfer of Land Act 1958

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The transferor transfers to the transferee the estate and interest specified in the land described for the consideration expressed:
- together with any easements created by this transfer;
- subject to the encumbrances affecting the land, including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)

VOLUME 11909 FOLIO 973

Estate and interest: (e.g. all my estate in fee simple)

ALL MY ESTATE IN FEE SIMPLE

Consideration:

$167,000.00

Transferor: (full name)

THE ROMAN CATHOLIC TRUSTS CORPORATION FOR THE DIOCESE OF SANDHURST

Transferee: (full name and address, including postcode)

RENNIE JAMES LUCAS

Creation and/or reservation of easement and/or restrictive covenant

"AND THE TRANSFEREE DOES HEREBY COVENANT FOR THE TRANSFEREE, ITS EXECUTORS, ADMINISTRATORS AND ASSIGNS AND AS A SEPARATE COVENANT WITH THE TRANSFEROR AND ITS TRANSFEREES, SUCCESSORS, ASSIGNS AND THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF THE LAND COMPRISED IN THE PLAN OF SUBDIVISION EXCEPT THE LOT OR LOTS HEREBY TRANSFERRED THAT, WITHOUT THE PRIOR WRITTEN CONSENT OF THE TRANSFEROR, THE TRANSFEREE AGREES: –
(A) THAT NO DWELLING SHALL BE CONSTRUCTED OF ANYTHING OTHER THAN NEW MATERIALS

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

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Transfer of land - creating an easement and/or restrictive covenant
Section 45 Transfer of Land Act 1958

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

WITH NOT LESS THAN FIFTY PERCENT OF THE EXTERNAL SURFACE AREA OF THE EXTERNAL WALLS OR EXTERNAL WALL SURFACES (EXCLUDING WINDOWS) BEING BRICK, BRICK VENEER OR RENDERED FINISHES;
(B) THAT NO MORE THAN FIFTY PERCENT OF THE EXTERNAL SURFACE AREA OF THE EXTERNAL WALLS OR EXTERNAL WALL SURFACES (EXCLUDING WINDOWS) BE WEATHERBOARD;
(C) THAT NO DWELLING SHALL BE CONSTRUCTED OF MUD BRICK, GALVANISED IRON CLADDING, ALUMINIUM CLADDING OR REFLECTIVE CLADDING;
(D) THAT NO DWELLING BE A RELOCATABLE BUILDING;
(E) THAT ALL LOTS MUST NOT BE FURTHER SUBDIVIDED AND NOT MORE THAN ONE RESIDENCE MUST BE ERECTED ON ANY OF SUCH LOTS;
(F) THAT NO SHED OR OTHER OUTBUILDING ERECTED ON THE LOT SHALL BE CONSTRUCTED OF ANYTHING OTHER THAN NEW MATERIALS;
(G) THAT ALL SIDE AND REAR BOUNDARY FENCING TO BE CONSTRUCTED FROM COLORBOND MATERIAL IN "MONUMENT".
(H) THAT THE ENTRANCE TO ALL LOTS WITH FRONTAGE TO AUGUSTINE AVENUE IS SITUATED ON AUGUSTINE AVENUE;
(I) THAT ANY BOAT, CARAVAN; EXTERNAL SHED OR TRAILER SHALL BE STORED OUT OF VIEW FROM THE STREET;
(J) THAT NO WASTE, RUBBISH, BUILDING OR SITE EXCAVATIONS, GRASS CLIPPINGS OR PRUNING BE ACCUMULATED ON THE LAND;
(K) THAT ALL RUBBISH BINS AND RECYCLING BINS MUST BE LOCATED/STORED OUT OF VIEW FROM THE STREET;
(L) THAT ANY SOLAR HOT WATER HEATERS MUST BE LOCATED OUT OF VIEW FROM THE STREET FRONTAGE. SOLAR PANELS SHALL BE LOCATED ON THE ROOF;
(M) THAT NO GARAGE SHALL BE ERECTED ON THE LOT UNLESS IT IS FULLY ENCLOSED AND LOCATED UNDER THE MAIN ROOF STRUCTURE OF THE DWELLING WITH A COMMON WALL WITH THE DWELLING;
(N) THAT DURING CONSTRUCTION OF A LOT, THE BUILDER MUST INSTALL A TEMPORARY FENCE AND ENSURE RUBBISH AND BUILDING WASTE IS CONTAINED WITHIN THE BUILDING SITE;
(O) THAT DAMAGE TO NATURE STRIPS DURING THE CONSTRUCTION PERIOD IS SOLELY THE RESPONSIBILITY OF THE LANDOWNER AND THEIR BUILDER;
(P) THAT ONLY ONE ADVERTISING SIGN WILL BE PERMITTED FOR RE-SALE AND ONLY AFTER THE DEVELOPER HAS SOLD ALL LOTS IN THE STAGE. BUILDER'S IDENTIFICATION DURING CONSTRUCTION TO BE A MAXIMUM OF 600MM X 600MM AND BE REMOVED WITHIN 10 DAYS OF C OF O;

(Q) THAT DWELLINGS BE USED AS A RESIDENCE, WHICH MAY INCLUDE A HOME OFFICE AND SHALL NOT BE USED FOR COMMERCIAL PURPOSES (OTHER THAN A DISPLAY HOME) UNLESS A PLANNING PERMIT HAS BEEN ISSUED;
AND IT IS HEREBY AGREED THAT THE FOREGOING COVENANTS SHALL BE NOTED UPON AND

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AQ255278S

Transfer of land - creating an easement and/or restrictive covenant

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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APPEAR ON EVERY FUTURE CERTIFICATE OF TITLE FOR THE LAND HEREBY TRANSFERRED OR ANY PART OR PARTS THEREOF AS AN ENCUMBRANCE AFFECTING THE SAME AND THAT THE FOREGOING COVENANTS SHALL EXPIRE ON THE 1ST DAY OF JANUARY 2032"

Signing:

Certifications

1.The Certifier has taken reasonable steps to verify the identity of the applicant.

2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

3.The Certifier has retained the evidence supporting this Registry Instrument or Document.

4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	ROMAN CATHOLIC TRUSTS CORPORATION FOR THE DIOCESE
Signer Name	Gregory Michael Westbrook
Signer Organisation	PETERSEN WESTBROOK CAMERON
Signer Role	LAW PRACTICE
Signature	
Execution Date	8/9/2017

Signing:

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AQ255278S

Transfer of land - creating an easement and/or restrictive covenant

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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Certifications

1.The Certifier has taken reasonable steps to verify the identity of the applicant.

2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

3.The Certifier has retained the evidence supporting this Registry Instrument or Document.

4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	RENNIE JAMES LUCAS
Signer Name	ANNETTE BREWER
Signer Organisation	HQ LAW
Signer Role	LAW PRACTICE
Signature	
Execution Date	13/7/2017

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WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property
29 Mundy Street,
Bendigo, VIC 3550

P: 03 5454 1999
E: reception@phproperty.com.au
ABN: 57121254500

PROPERTY

Residential Rental Agreement

for

158 Aspinall St, Golden Square VIC 3555

This agreement is between **Rennie Lucas**

and

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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

Thu 28/08/2025

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

158 Aspinall St, Golden Square VIC **Postcode** 3555

3. Rental provider details

Full name or company name of rental provider	Rennie Lucas
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	WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property
Address	29 Mundy Street, Bendigo, VIC **Postcode** 3550
Phone number	03 5454 1999
ACN (if applicable)	
Email address	reception@phproperty.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:	

---

5. Length of the agreement

☑ Fixed term agreement — Start date: Fri 29/08/2025 (this is the date the agreement starts and you may move in)

End date: Thu 27/08/2026

☐ 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.

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6. Rent

Rent amount($) (payable in advance)	570.00
To be paid per	☑ week ☐ fortnight ☐ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	
Date first rent payment due	Fri 29/08/2025

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7. Bond

The renter has been asked to pay 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, or
call the RTBA on 1300 13 71 64

Rental bond amount($)	2470
Date bond payment due	Fri 29/08/2025

Part B – Standard terms

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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:	633-000
Account:	12864 1172
Account name:	PH Property Trust Account
Bank Reference:	ASPI158

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 — Catherine Beecroft: catherine@phproperty.com.au

☐ 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

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	PH Property
Emergency phone number	03 5454 1999
Emergency email address	reception@phproperty.com.au

11. Professional cleaning

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

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

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises 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.

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)

- [x] No
- [ ] Yes

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
- [x] The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety related activities

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.

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 [illegible]

(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.

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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.

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.

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.

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

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 https://www.consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

1.

32. **Residential Tenancy Database**
In accord with Section 439 (I) of the Act WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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**
WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property will use its best endeavours so that the Premises are available on the Commencement Date.
35. **Payment of Services (Ref: S.52 of the Residential Tenancies Act)**
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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 (including restrictions on operating a Business from the Premises, & or Short - Term Letting or Subletting without Prior Written Consent from the Rental provider)**
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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property

38. **No Representations**
The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 (Ref: S.35 of the Residential Tenancies Act)**
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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 specificed 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 (Ref: S.91 of the Residential Tenancies Act)** 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. WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property does not guarantee that it holds a spare set of keys to the Premises at its offices.

43. **Extra Keys (Ref: S.54A of the Residential Tenancies Act)** 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 (Ref: S.70 of the Residential Tenancies Act)**
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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 (Ref: S.62 of the Residential Tenancies Act)**
The Renter shall notify WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 (Ref: S.72 of the Residential Tenancies Act)**
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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property from time to time. Any dishonour fees will be recovered from the Renter. The Renter shall be responsible for any bank charges due to dishonoured cheques.

60. **Fees and Changes**
If the Renter fails to make a payment under the terms of this Agreement on or before the due date for payment and the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property incurs fees and/or charges as a consequence of that failure, the Renter must reimburse the Rental Provider and/or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property the full amount of those fees and charges on demand. Fees and/or charges include (but not limited to) any additional interest paid or payable by the Rental Provider and/or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property to an authorised deposit taking institution, financier, service provider or contractor.

61. **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.

62. **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.

63. **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, WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property or their contractors.

64. **Rental Provider Repairs (Ref: S.68 & 68A of the Residential Tenancies Act)** 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property in writing.
65. **Urgent Repairs**
    The Renter acknowledges that WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property during business hours or after hours information service on 03 5454
    1999 or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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.
66. **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.
67. **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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property may impose reasonable conditions. It is not unreasonable for the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property to keep a pet at the Premises the Renter must complete and provide a pet request form.
68. **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
69. **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.

70. **Renter Notice (Ref: S.85 & 86 of the Residential Tenancies Act).** 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.
71. **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.
72. **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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.
73. **No Set-Off (Ref: S.91Z & 211 of the Residential Tenancies Act)** 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.
74. **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.
75. **Window Cleaning (Ref: S.27C & R.12 of the Residential Tenancies Act)** 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.
76. **Carpet Cleaning (Ref: S.27C & R.12 of the Residential Tenancies Act)**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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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.
77. **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.
78. **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

LTD trading as PH Property. 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.

79. **Change of Electronic Address**
The Rental Provider and the Renter must give immediate written notice to the Other Party and WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

80. **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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property but such notice shall only become effective on receipt by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property.

81. **Furnishings - (if applicable to this Tenancy)**
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.

82. **Care for Furnishings (if applicable to this Tenancy) (Ref: S.72AA of the Residential Tenancies Act)**
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.

83. **Repair/Replacement of Furnishings (Ref: S.33 of the Residential Tenancies Act)** 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).

84. **Cost of Repairs/Replacements (Ref: S.33 of the Residential Tenancies Act)**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.

85. **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.

86. **Disclosure Statement** Copy of the Disclosure statement affecting the Premises are attached to this agreement.

87. **Assignment and Sub-Letting (Ref: S.81 & 84(3) of the Residential Tenancies Act)** 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 PH Property 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 PH Property 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 PH Property as agent to manage the

88. **Rental Provider Expenses (Renter Break Lease Fees & Obligations) (Ref: S.91Z & 211 of the Residential Tenancies Act)**
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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property;
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 re-let 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.

2.

Assignment and Sub-Letting (Ref: S.81 & 84(3) of the Residential Tenancies Act) If during the term of the tenancy the people in occupation of the Premises change -

a. The Renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the PRIOR written consent of the Rental Provider. The Rental Provider may give the Renter notice to vacate of not less than 14 Days after the date in which the notice is given, if the Renter assigns or sub-lets the premises without consent
b. The Rental Provider / Agent must not demand or receive any fee or payment for the consent, except to reimburse the Rental Provider in full, with respect of any fees, costs, or charges incurred by the Rental Provider from the Agent / Agency in relation to the preparation of a written assignment of the agreement
c. The Rental Provider has agreed to accept, & will incur a Renter Transfer & Assignment Fee of $330.00 (incl. GST) in order to transfer a Renter within an existing agreement, with the expectation of being reimbursed 100% of this fee by the Renter
d. The Renter is required to Reimburse the Rental Provider the full amount, of the costs incurred, to reinstate the Tenancy to the same position
e. The Renter will be liable for payment of rent until the commencement date of the new Renter's Agreement, or their original Rent Agreement expiry / end date, whichever comes first
f. The Assignment / Transfer reimbursement requirement is only applicable during the First Fixed Term Rental Agreement

RTA 1997 - Sect 81 - Assignment and sub-letting by a Renter

RTA 1997 - Sect 84 -Residential Rental Provider cannot ask for a fee for giving consent

RTA 1997 - Sect 91ZV - Assignment and sub-letting without consent

3.

Renter Initiated Break of Lease within Fixed Term Agreement (Ref: - Additional term #88 - 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property;
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 re-let 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.

Privacy Collection Notice

As professional property managers **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 5454 1999

Primary Purpose

As professional property managers, **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** 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 **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** 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 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

WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property also collect your personal information to:

- Enable us, or the **Rental Provider**'s lawyers, to **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, **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** 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 **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** 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 **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** privacy policy can be viewed without charge on the **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** website; or contact your local **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** office and we will send or email you a free copy.

Disclaimer

WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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

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. **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** 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 : **Catherine Beecroft** on behalf of **Rennie Lucas** (Rental Provider)

Catherine Beecroft

Signed at Thu, 28/08/2025 10:56 , from device: Mac OS X 10.15.7 Mac Safari 18.6

Renter(s)

Renter 1:



Signed at Thu, 28/08/2025 13:44 , from device: iOS 18.6 iPhone Mobile Safari 18.6

Renter 2:

Signed at Thu, 28/08/2025 15:56 , from device: iOS 18.5 iPhone Mobile Safari 18.5

Renter 3.



Signed at Thu, 28/08/2025 13:46 , from device: iOS 18.5 iPhone Mobile Safari 18.5

Catherine Beecroft (Rental Provider's Agent)

Thu, 28/08/2025 10:56 - Catherine Beecroft stamped saved signature the Residential Rental Agreement

Thu, 28/08/2025 10:56 - Catherine Beecroft submitted the Residential Rental Agreement

Thu, 28/08/2025 13:39 - 'start' button to view the Residential Rental Agreement *(iOS*

Thu, 28/08/2025 13:44 - ıved signature the Residential Rental Agreement *(iOS*

Thu, 28/08/2025 13:44 - mitted the Residential Rental Agreement *(iOS 18.6 iPhone*

Thu, 28/08/2025 15:55 - button to view the Residential Rental Agreement *(iOS*

Thu, 28/08/2025 15:56 - ;aved signature the Residential Rental Agreement *(iOS*

Thu, 28/08/2025 15:56 - , the Residential Rental Agreement *(iOS 18.5 iPhone Mobile*

Thu, 28/08/2025 13:44 - 'start' button to view the Residential Rental Agreement *(iOS*

Thu, 28/08/2025 13:46 - aved signature the Residential Rental Agreement *(iOS 18.5*

Thu, 28/08/2025 13:47 - bmitted the Residential Rental Agreement *(iOS 18.5 iPhone Mobile*

AGREEMENT END