

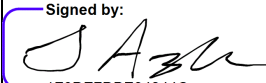
Vendor Statement

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	58 DONEGAL AVENUE, TRARALGON 3844	
Vendor's name	JUSTIN BRYCE LEON AZLIN	Date 03-Jun-2026 10:02 PM AEST
Vendor's signature	Signed by:  1F0DE7DBE94344C...	
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

Semmens, Hatch & Anderson
Solicitors
47 Temple Street
PO Box 251
Heyfield VIC 3858
Tel: (03) 51471944
Fax: 03 5148 2188
Email: heyfield@shasolicitors.com.au
Ref: LG:HR:30527

1 FINANCIAL MATTERS

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

Are attached.

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

None to the best of the vendor's knowledge.

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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. 120
(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**

The required specified information is as follows:

Name of planning scheme	Latrobe Planning Scheme
Name of responsible authority	Latrobe City
Zoning of the land	General Residential Zone (GRZ) General Residential Zone - Schedule 3 (GRZ3)
Name of planning overlay	Design and Development Overlay (DDO) Design and Development Overlay - Schedule 10 (DDO10)

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:

None to the best of the vendor's knowledge.

4.2. Agricultural Chemicals

To the best of the vendor's knowledge, 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.

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:

None to the best of the vendor's knowledge.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

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

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)

1. Register Search Statement Volume 11620 Folio 448
2. Section 173 Agreement AM001248G
3. Section 173 Agreement AM222703A
4. Plan PS734365P
5. Planning Property Report
6. Latrobe City rate notice
7. Gippsland Water rate notice
8. Gippsland Water Information Statement
9. Section 137B Report
10. Residential Rental Agreement
11. Foreign Resident Capital Gains Withholding Clearance Certificate
12. Vendor Supplier GST Withholding Notice
13. Due Diligence Checklist



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

Page 1 of 1

VOLUME 11620 FOLIO 448

Security no : 124134312665C
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LAND DESCRIPTION

Lot 2 on Plan of Subdivision 734365P.
PARENT TITLE Volume 11286 Folio 408
Created by instrument PS734365P 05/12/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JUSTIN BRYCE LEON AZLIN of 58 DONEGAL AVENUE TRARALGON VIC 3844
AV602088X 06/05/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV602089V 06/05/2022
WESTPAC BANKING CORPORATION

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

AGREEMENT Section 173 Planning and Environment Act 1987
AM001248G 01/07/2015

AGREEMENT Section 173 Planning and Environment Act 1987
AM222703A 01/10/2015

DIAGRAM LOCATION

SEE PS734365P 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: 58 DONEGAL AVENUE TRARALGON VIC 3844

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 11/05/2022

DOCUMENT END



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FORM 18 Section 181

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

Section 181(1) Planning and Environment Act 1987

Lodged by: GM Conveyancing Pty. Ltd.

Name: Glenda Pollard

Phone: 0351 746862

Address: 2/41 Breed Street, Traralgon Vic 3844

Ref: 15-2064

Customer Code: 3800X

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

Land: Certificate of Title Volume 11286 Folio 408

Authority: Latrobe City Council
141 Commercial Road, Morwell Victoria, 3840

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

A copy of the Act Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: Yvonne Buntin

Designation of Officer: 

Date: 24/6/2015

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THIS AGREEMENT is made the 19 day of JUNE

PARTIES

1. **LATROBE CITY COUNCIL** of 141 Commercial Road, Morwell, Victoria ("Council").
2. **MACGROW INVESTMENTS PTY. LTD. (ACN601 375 400)** of 76 Grey Street, Traralgon Victoria 3844 ("Owner")

RECITALS

- A. The Owner is the registered proprietor of the Subject Land.
- B. Council is the Responsible Authority for the administration and enforcement of the Scheme pursuant to the Act.
- C. Section 173 of the Act permits a Responsible Authority in its own behalf or jointly with any other person or bodies to enter into an agreement under seal not inconsistent with the Act or the Planning Scheme and which regulates the use or the development of the land or the doing of acts on the land;
- D. The Council has granted the Owner the Planning Permit which Permit allowed certain development on or with the land, but the conditions of which Permit require the Owner to enter into this Agreement pursuant to Section 173 of the Act and that the agreement be registered against title to the owner's land pursuant to Section 181 of the Act; and
- E. The parties enter into this Agreement to facilitate the requirements referred to in Paragraph D above.

THE PARTIES AGREE

1. DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement unless expressed or implied to the contrary:

"**Act**" means the Planning and Environment Act 1987;

"**Agreement**" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

"**Approved**" means approved by the Council;

"**Council**" means the council for the municipal district of the Latrobe City Council;

"**Subject Land**" means the land situated at 58 Donegal Avenue, Traralgon, Victoria 3844 being the land referred to in Certificate of Title Volume 11286 Folio 408 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

"**Owner**" means the person or persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Land or any part of it and includes a Mortgagee in possession;

"Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

"Permit" means Planning Permit Number 2014/209 issued to the Owner by the Council, as amended from time to time;

"Scheme" means the Latrobe Planning Scheme;

"Tribunal" means the Victorian Civil and Administrative Tribunal.



2. OWNER'S COVENANTS

2.1 The Agreement

The Owner, pursuant to the permit and all applicable laws covenants with the Council as follows:-

That no boundary fence shall be built between Lot 1 and Lot 2 within a distance of 2.5 metres from the edge of the adjacent foot path along Donegal Avenue.

2.2 Notice

The Owner covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the Land.

2.3 Compliance

The Owner covenants to:

- (a) comply with the requirements of all statutory authorities in relation to the development of the Land;
- (b) comply with all statutes, regulations, local laws and planning controls in relation to the Land; and
- (c) take all necessary steps to comply with the obligations of each clause in this Agreement;

2.4 Mortgagee to be Bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Land.

2.5 Council's Costs to be Paid

The Owner covenants to pay immediately on demand to the Council the Council's reasonable costs and expenses (including legal expenses) incidental to the drawing and engrossment, registration, enforcement and release, when applicable, of this Agreement which (until paid) are and remain a charge on the Land.

2.6 Indemnity

The Owner covenants to indemnify and keep indemnified the Council, its officers, employees, agents, workmen and contractors from and against all costs,

expenses, losses or damages which they or any of them may sustain incur or 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 or any non-compliance with this Agreement.

2.7 Council Access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

2.8 Registration of Agreement

The Owner agrees to do all things necessary register this Agreement with the Registrar of Titles in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgment or other document and to do so at the Owner's own expense and to provide all required proofs to the Council of the due registration thereof.

3. EFFECT OF AGREEMENT

3.1 Agreement under Section 173 of the Act

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement that this Agreement is made pursuant to Section 173 of the Act.

3.2 Agreement runs with the Land

This Agreement will come into force and effect as from the date of this Agreement and the benefit and burden of this Agreement will run with and be annexed to the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor for the time being of the Land.

3.3 Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme.

4. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.

5. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner must ensure that, until such time as this Agreement is registered on the title to the Land, successors in title shall be required to:

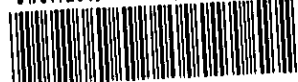
- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

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6. NOTICES

Any notice or other communication required or permitted to be served on any other party must be in writing and may be served or given by:

- (a) delivering it personally or sending it by pre-paid post to that party at its address as set out in this Agreement or to such other address as that party may nominate in writing from time to time; or
- (b) sending it by facsimile to that party provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post;

and the notice of communication will be deemed to have been served or given:

- (c) if delivered personally, on the date of delivery;
- (d) if sent by facsimile, on the date on which the sending party's facsimile machine records that the facsimile has been despatched; and
- (e) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

7. FURTHER ASSURANCE

Each of the parties to this Agreement will sign and execute all further documents and deeds and do all acts and things as will reasonably be required to effect the terms and conditions contained in this Agreement.

8. NO WAIVER

Any time or other indulgence granted by either party to this Agreement to the other party or any variation of the terms and conditions of this Agreement or any judgment or order obtained by either party against the other party will not in any way amount to a waiver of any of the rights or remedies of that party in relation to the terms of this Agreement.

9. 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 will be severed and the other provisions of this Agreement will remain operative.

10. GOVERNING LAW

This Agreement is governed by and will be construed in accordance with the laws from time to time in force in the State of Victoria.

11. DISPUTES

11.1 In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such dispute shall be referred to the Tribunal for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the act, such disputes shall be and is hereby referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the

Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.

11.2 Where provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation to such provision, the dispute shall be referred to the Tribunal in accordance with the Act.

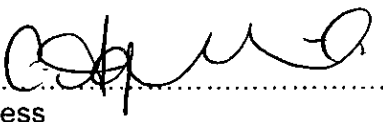
11.3 The parties shall be entitled to legal representation for the purposes of any arbitration or referred to in clauses 11.1 and 11.2 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

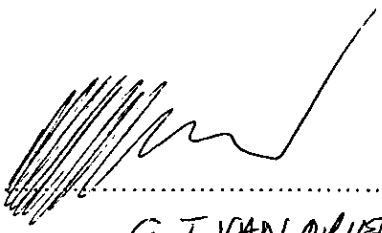
12. NO FETTERING OF RESPONSIBLE AUTHORITY'S POWERS

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification or any plans of subdivision applicable to the Land or relating to any use or development of the Land.

EXECUTED AS A DEED PURSUANT TO SECTION 174(1) OF THE ACT

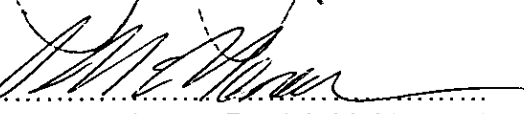
SIGNED for and on behalf of LATROBE)
CITY COUNCIL by Gary Van Driel pursuant)
to Instrument of Delegation dated)
In the presence of:)


Witness


Full Name: G. J. VAN DRIEL
Chief Executive Officer

Executed by Macgrow Investments Pty Ltd (ACN 601 375 400) in accordance with Section 127 of the Corporations Act 2001 by being signed by those persons who are authorised to sign for the company:

Director/Secretary: 
Full Name: John Matthew Grout
Usual Address: 76 Grey Street
Traralgon VIC 3844

Director: 
Full Name: Steven James Patrick McMenamin
Usual Address: 16 Jazmine Cour
Traralgon VIC 3844

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01/07/2015 \$119.70 173




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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

Lodged by:

Name: Warren, Graham & Murphy Pty Ltd
 Phone: 03 5152 2661
 Address: DX 82201 BAIRNSDALE
 Reference: RMH:LN:1094415
 Customer Code: 1716W

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01/10/2015 \$119.70 173



maintaining publicly searchable registers and indexes.

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 11286 Folio 408

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

Latrobe City Council of 141 Commercial Road, Morwell 3840

Section and Act under which agreement made:

Section 173 of the Planning & Environment Act 1987

A copy of the agreement is attached to this Application.

Date: 30th September 2015

Signature for Responsible Authority:

Name of Officer:

Yvonne Burtin
(full name)

THIS AGREEMENT is made the 23rd day of September 2015

PARTIES

1. **LATROBE CITY COUNCIL** of 141 Commercial Road, Morwell, Victoria ("Council").
2. **MACGROW INVESTMENTS PTY. LTD. ACN 601 375 400** of 76 Grey Street, Traralgon ("Owner").

RECITALS

- A. The Owner is the registered proprietor of the Subject Land.
- B. Council is the Responsible Authority for the administration and enforcement of the Scheme pursuant to the Act.
- C. Section 173 of the Act permits a Responsible Authority in its own behalf or jointly with any other person or bodies to enter into an agreement under seal not inconsistent with the Act or the Planning Scheme and which regulates the use or the development of the land or the doing of acts on the land;
- D. The Council has granted the Owner the Planning Permit which Permit allowed certain development on or with the land, but the conditions of which Permit require the Owner to enter into this Agreement pursuant to Section 173 of the Act and that the agreement be registered against title to the owner's land pursuant to Section 181 of the Act; and
- E. The parties enter into this Agreement to facilitate the requirements referred to in Paragraph D above.

THE PARTIES AGREE

1. DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement unless expressed or implied to the contrary:

"**Act**" means the Planning and Environment Act 1987;

"**Agreement**" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

"**Approved**" means approved by the Council;

"**Council**" means the council for the municipal district of the Latrobe City Council;

"**Drainage Plan**" means the Site Drainage Plan No. 1871/1000 prepared by Crossco Consulting Pty Ltd and attached to this Agreement.

"**Subject Land**" means the land situated at 58 Donegal Avenue, Traralgon being the land referred to in Certificate of Title Volume 11286 Folio 408 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

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"Owner" means the person or persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Land or any part of it and includes a Mortgagee in possession;

"Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

"Plan of Subdivision" means Plan of Subdivision PS734365P;

"Permit" means Planning Permit Number 2014/209 issued to the Owner by the Council, as amended from time to time;

"Scheme" means the Latrobe Planning Scheme;

"Tribunal" means the Victorian Civil and Administrative Tribunal.



2. OWNER'S COVENANTS

2.1 The Agreement

The Owner, covenants with the Council that:-

Prior to an Occupancy Permit being issued for any dwelling on Lots 1 or 2 on the Plan of Subdivision all stormwater discharge from such future dwelling must be connected in a proper and workmanlike manner to the reasonable satisfaction of the Council, either:-

- i. as shown on the Site Drainage Plan; or
- ii. to an alternative stormwater solution first approved in writing by the Council which requires the Owner to submit the following documents, prepared by an appropriately qualified engineer, to the Council for approval:
 - Engineering Plans; and
 - Hydraulic calculations.

2.2 Notice

The Owner covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the Land.

2.3 Compliance

The Owner covenants to:

- (a) comply with the requirements of all statutory authorities in relation to the development of the Land;
- (b) comply with all statutes, regulations, local laws and planning controls in relation to the Land; and
- (c) take all necessary steps to comply with the obligations of each clause in this Agreement;

2.4 Mortgagee to be Bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Land.

2.5 Council's Costs to be Paid

The Owner covenants to pay immediately on demand to the Council the Council's reasonable costs and expenses (including legal expenses) incidental to the drawing and engrossment, registration, enforcement and release, when applicable, of this Agreement which (until paid) are and remain a charge on the Land.

2.6 Indemnity

The Owner covenants to indemnify and keep indemnified the Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages which they or any of them may sustain incur or 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 or any non-compliance with this Agreement.

2.7 Council Access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

2.8 Registration of Agreement

The Owner agrees to do all things necessary register this Agreement with the Registrar of Titles in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgment or other document and to do so at the Owner's own expense and to provide all required proofs to the Council of the due registration thereof.

3. EFFECT OF AGREEMENT

3.1 Agreement under Section 173 of the Act

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement that this Agreement is made pursuant to Section 173 of the Act.

3.2 Agreement runs with the Land

This Agreement will come into force and effect as from the date of this Agreement and the benefit and burden of this Agreement will run with and be annexed to the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor for the time being of the Land.

3.3 Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme.

AM222703A

01/10/2015 \$119.70 173



AM222703A

01/10/2015 \$119.70 173

**4. OWNER'S WARRANTIES**

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.

5. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner must ensure that, until such time as this Agreement is registered on the title to the Land, successors in title shall be required to:

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

6. NOTICES

Any notice or other communication required or permitted to be served on any other party must be in writing and may be served or given by:

- (a) delivering it personally or sending it by pre-paid post to that party at its address as set out in this Agreement or to such other address as that party may nominate in writing from time to time; or
- (b) sending it by facsimile to that party provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post;

and the notice of communication will be deemed to have been served or given:

- (c) if delivered personally, on the date of delivery;
- (d) if sent by facsimile, on the date on which the sending party's facsimile machine records that the facsimile has been despatched; and
- (e) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

7. FURTHER ASSURANCE

Each of the parties to this Agreement will sign and execute all further documents and deeds and do all acts and things as will reasonably be required to effect the terms and conditions contained in this Agreement.

8. NO WAIVER

Any time or other indulgence granted by either party to this Agreement to the other party or any variation of the terms and conditions of this Agreement or any judgment or order obtained by either party against the other party will not in any way amount to a waiver of any of the rights or remedies of that party in relation to the terms of this Agreement.

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9. 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 will be severed and the other provisions of this Agreement will remain operative.

10. GOVERNING LAW

This Agreement is governed by and will be construed in accordance with the laws from time to time in force in the State of Victoria.

11. DISPUTES

11.1 In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such dispute shall be referred to the Tribunal for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the act, such disputes shall be and is hereby referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.

11.2 Where provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation to such provision, the dispute shall be referred to the Tribunal in accordance with the Act.

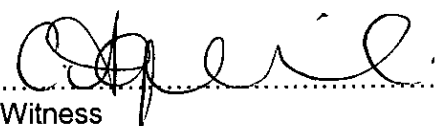
11.3 The parties shall be entitled to legal representation for the purposes of any arbitration or referred to in clauses 11.1 and 11.2 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

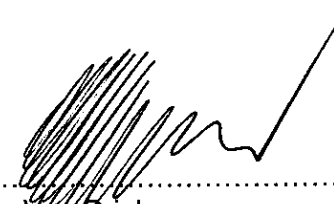
12. NO FETTERING OF RESPONSIBLE AUTHORITY'S POWERS

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification or any plans of subdivision applicable to the Land or relating to any use or development of the Land.

EXECUTED AS A DEED PURSUANT TO SECTION 174(1) OF THE ACT

SIGNED for and on behalf of LATROBE)
CITY COUNCIL by Gary Van Driel pursuant)
to Instrument of Delegation dated)
In the presence of:)


Witness


.....
Gary Van Driel
Chief Executive Officer

SIGNED SEALED AND DELIVERED by
Macgrow Investments Pty. Ltd.
ACN 601 375 400 in accordance with
S127(1) of the Corporations Act 2001:


John Matthew Grout
Director


Stephen James Patrick McMenamin
Director

AM222703A

01/10/2015 \$119.70 173

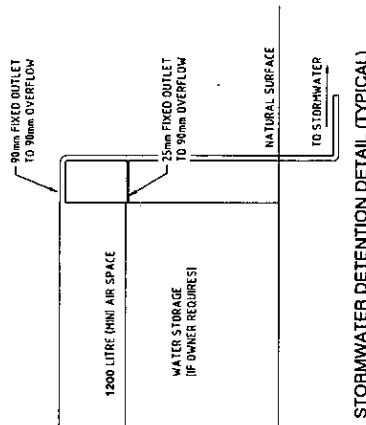
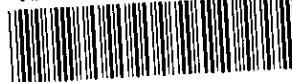


AM222703A

01/10/2015

\$119.70

173



STORMWATER DETENTION DETAIL (TYPICAL)
NOT TO SCALE

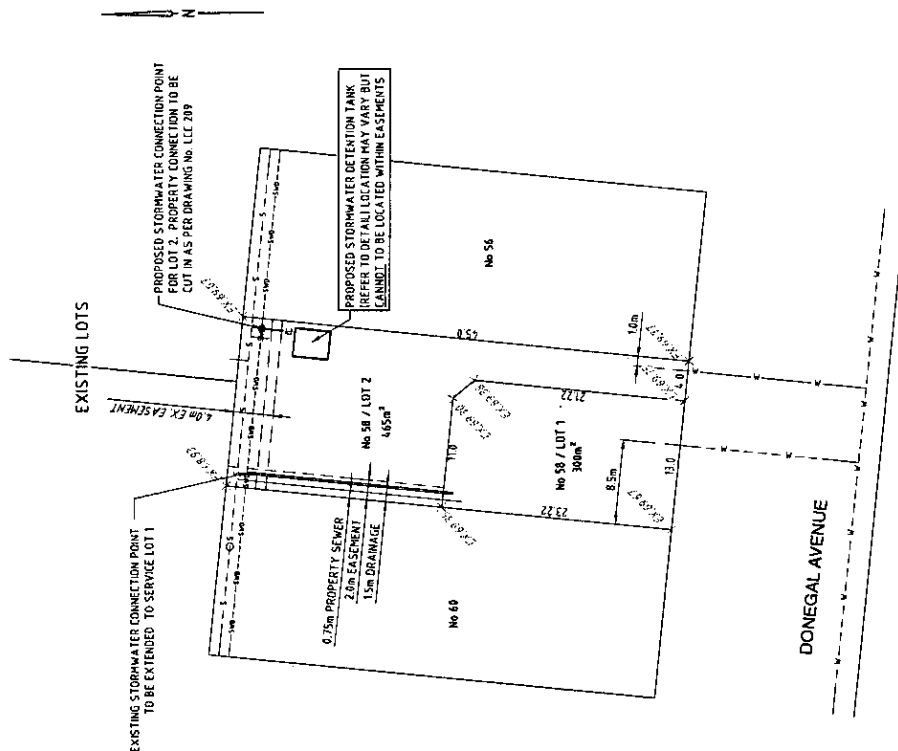
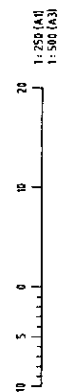
NOT TO SCALE



- PROPOSED WATER SERVICE
PROPOSED STORMWATER
EXISTING SURFACE LEVELS
EXISTING STORMWATER DRAINAGE
EXISTING SEWER
EXISTING WATERMAIN & SERVICE

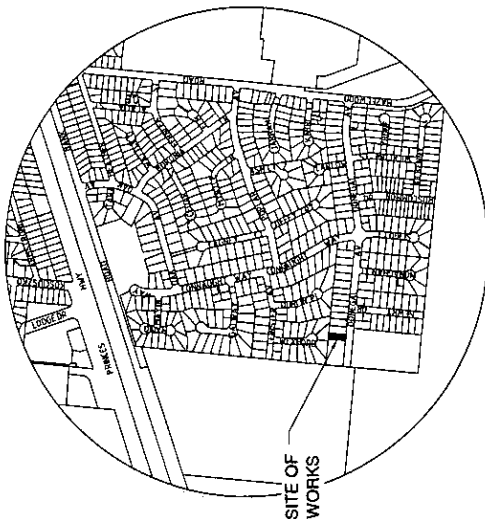
NOTES:

1. THE STORMWATER DETENTION FOR THE SITE IS 1200 LITRES.
2. LOCATION OF THE RAINWATER TANK/S WITH THE REQUIRED DETENTION MAY BE LOCATED ON EITHER ALLOTMENT
3. THE ONSITE DETENTION WORKS (IE. RAINWATER TANK) CANNOT BE LOCATED WITHIN ANY EASEMENTS.



SITE LAYOUT PLAN

SCALE 1: 250 M



LOCALITY PLAN

NOT TO SCALE

[illegible]



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Document Type	Plan
Document Identification	PS734365P
Number of Pages (excluding this cover sheet)	3
Document Assembled	04/05/2026 12:32

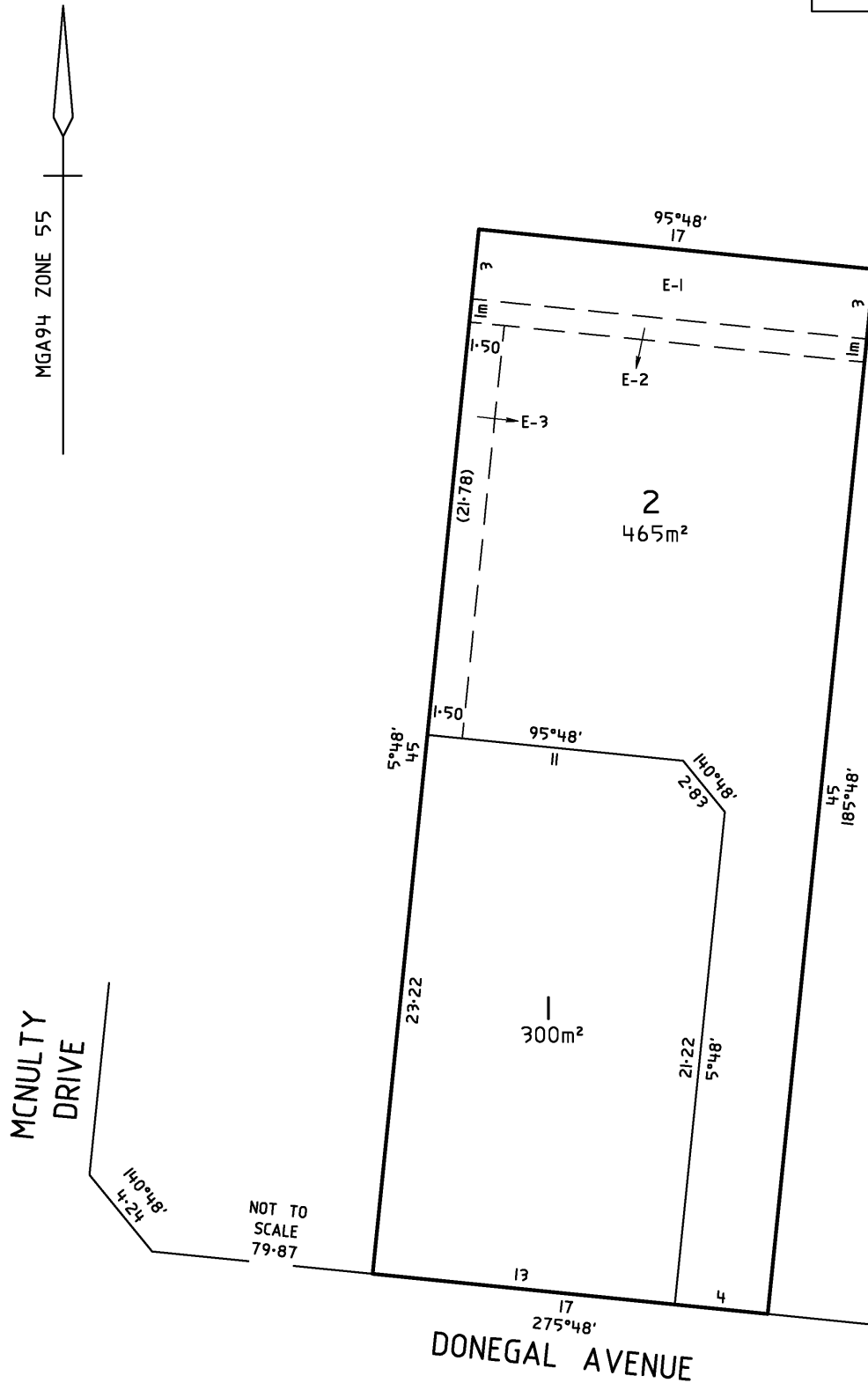
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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		LV USE ONLY EDITION 1	PS 734365P
LOCATION OF LAND PARISH : TRARALGON TOWNSHIP : _____ SECTION : _____ CROWN ALLOTMENT : 49 (PART) CROWN PORTION : _____ TITLE REFERENCE : VOL 11286 FOL 408 LAST PLAN REFERENCE : LOT 421 PS628384C POSTAL ADDRESS : (At time of subdivision) 58 DONEGAL AVENUE, TRARALGON, 3844 MGA94 Co-ordinates (of approx centre of land in plan) E 457 345 ZONE: 55 N 5770 730 GDA 94		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: LATROBE CITY COUNCIL	
VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	DEPTH LIMITATION DOES NOT APPLY Survey: This plan is/ is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s) 415 In Proclaimed Survey Area No. STAGING This is /is not a staged subdivision. Planning Permit No. 2014/209	
NIL	NIL		
EASEMENT INFORMATION			
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
Easement Reference	Purpose	Width (Metres)	Land Benefited/In Favour Of
E-1	PIPELINE & ANCILLARY PURPOSES	3	PS506517R - SEC 136 WATER ACT 1989
E-1	DRAINAGE	3	PS506517R
E-2	PIPELINE & ANCILLARY PURPOSES	1m	PS548453E
E-2	DRAINAGE	1m	PS543448Y
E-3	DRAINAGE & SEWERAGE	1.50	THIS PLAN
 LICENSED SURVEYORS & TOWN PLANNERS 182 MACLEOD STREET, BAIRNSDALE, VIC., 3875 TELEPHONE (03) 5182 6011		LICENSED SURVEYOR MICHAEL JOSEPH SADLER DIGITALLY SIGNED BY LICENSED SURVEYOR: DATE / / REF 16192 VERSION 2	SHEET 1 OF 2 SHEETS ORIGINAL SHEET SIZE A3 PLAN REGISTERED TIME: 1.42 PM DATE: 5/12/2015 RHills Assistant Registrar of Titles

PS 734365P



Crowther & Sadler Pty. Ltd.
 LICENSED SURVEYORS & TOWN PLANNERS
 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875
 TELEPHONE (03) 5162 5011

SCALE
 2 0 2 4 6 8
 LENGTHS ARE IN METRES

ORIGINAL
 SCALE
 1:200

SHEET 2 OF 2 SHEETS
 ORIGINAL SHEET SIZE A3

LICENSED SURVEYOR MICHAEL JOSEPH SADLER
 DIGITALLY SIGNED BY LICENSED SURVEYOR:
 REF 16192 VERSION 2 DATE / /

Plan of Subdivision PS734365P

Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S061552S

Plan Number: PS734365P

Responsible Authority Name: Latrobe City Council

Responsible Authority Permit Ref. No.: 2014/209

Responsible Authority Certification Ref. No.: 2015/1/Crt

Surveyor's Plan Version: 2

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 not been made at Certification

Digitally signed by Council Delegate: Fiona Farrand

Organisation: Latrobe City Council

Date: 17/07/2015

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 28 May 2026 02:40 PM

PROPERTY DETAILS

Address: 58 DONEGAL AVENUE TRARALGON 3844
Lot and Plan Number: Lot 2 PS734365
Standard Parcel Identifier (SPI): 2\PS734365
Local Government Area (Council): LATROBE www.latrobe.vic.gov.au
Council Property Number: 54306
Planning Scheme: Latrobe [Planning Scheme - Latrobe](#)
Directory Reference: Vicroads 696 D9

UTILITIES

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

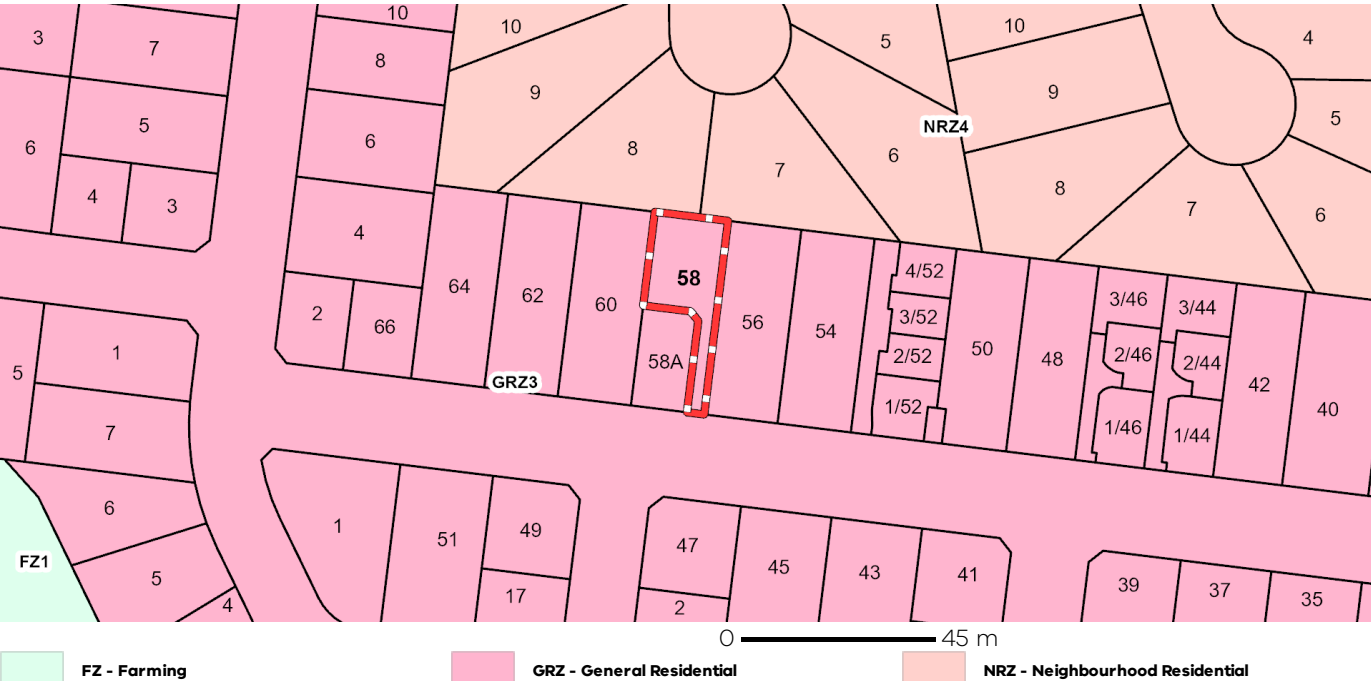
STATE ELECTORATES

Legislative Council: EASTERN VICTORIA
Legislative Assembly: MORWELL
OTHER
Registered Aboriginal Party: Gunaikurnai Land and Waters
Aboriginal Corporation
Fire Authority: Fire Rescue Victoria & Country
Fire Authority

[View location in VicPlan](#)

Planning Zones

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



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

PLANNING PROPERTY REPORT

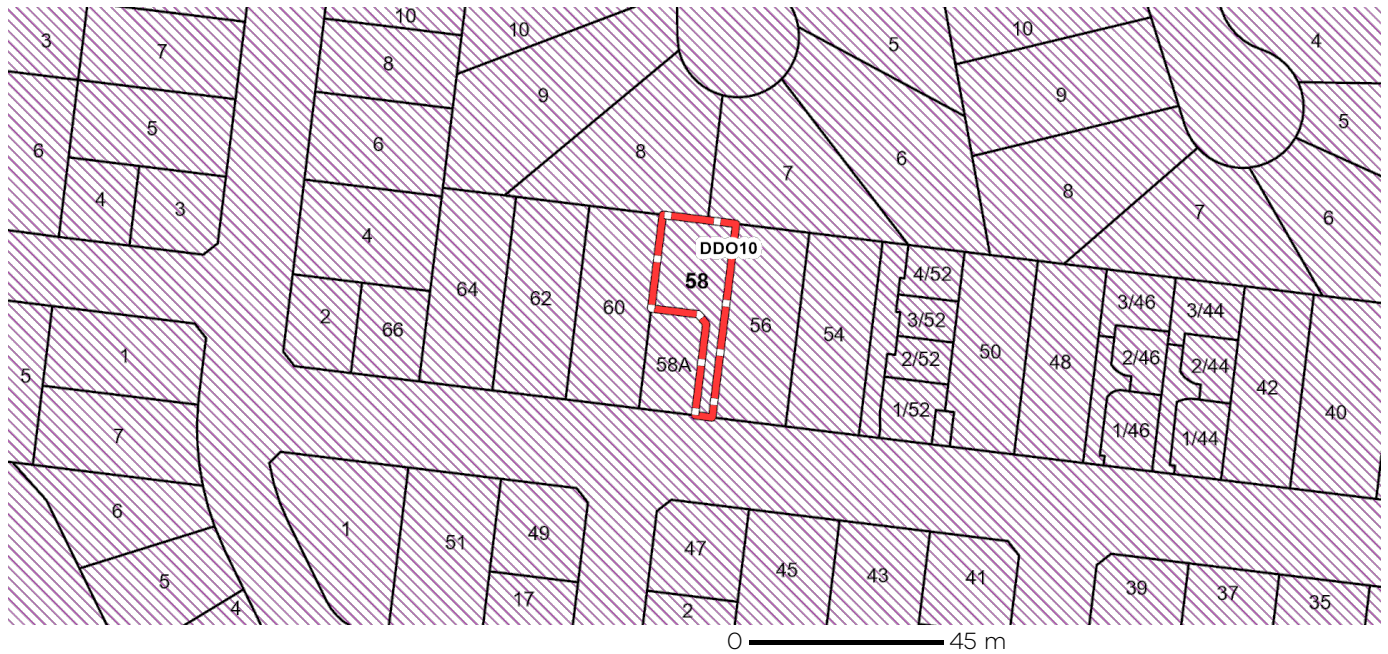


Department
of Transport
and Planning

Planning Overlays

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 \(DDO10\)](#)



 **DDO - Design and Development Overlay**

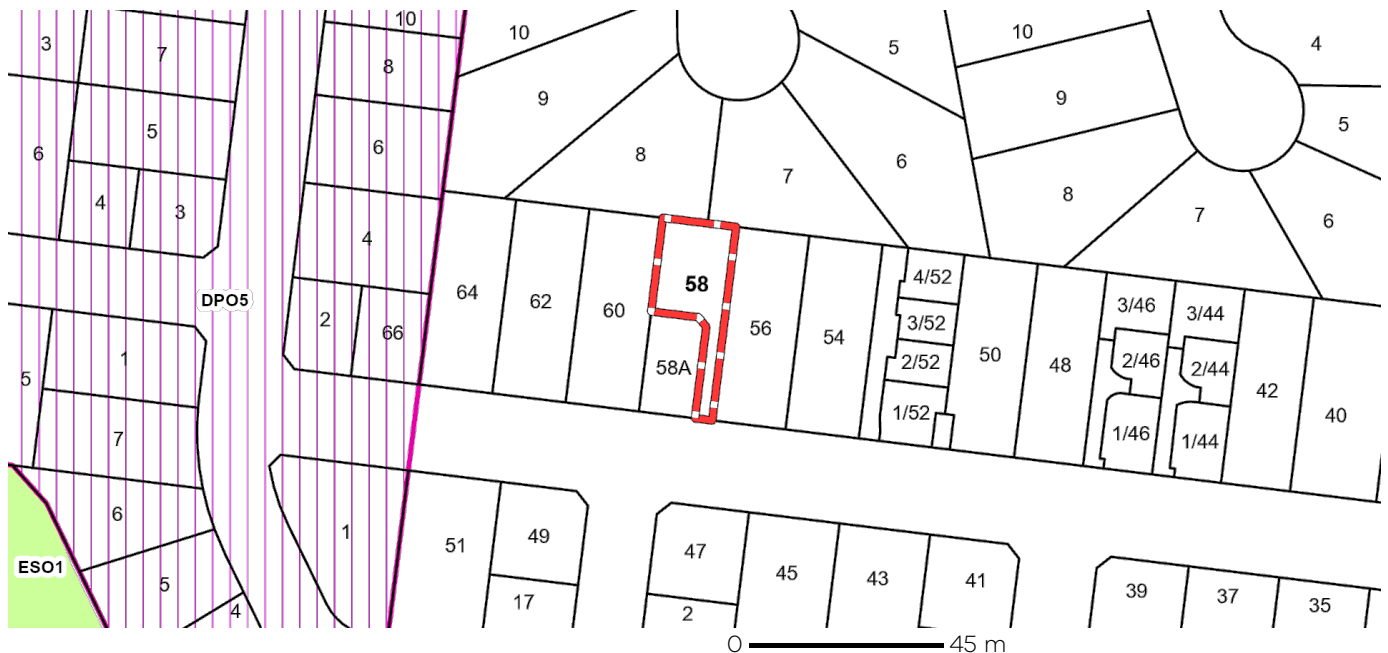
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)



 **DPO - Development Plan Overlay**

 **ESO - Environmental Significance 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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Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

PLANNING PROPERTY REPORT: 58 DONEGAL AVENUE TRARALGON 3844

Page 2 of 4

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

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

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

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

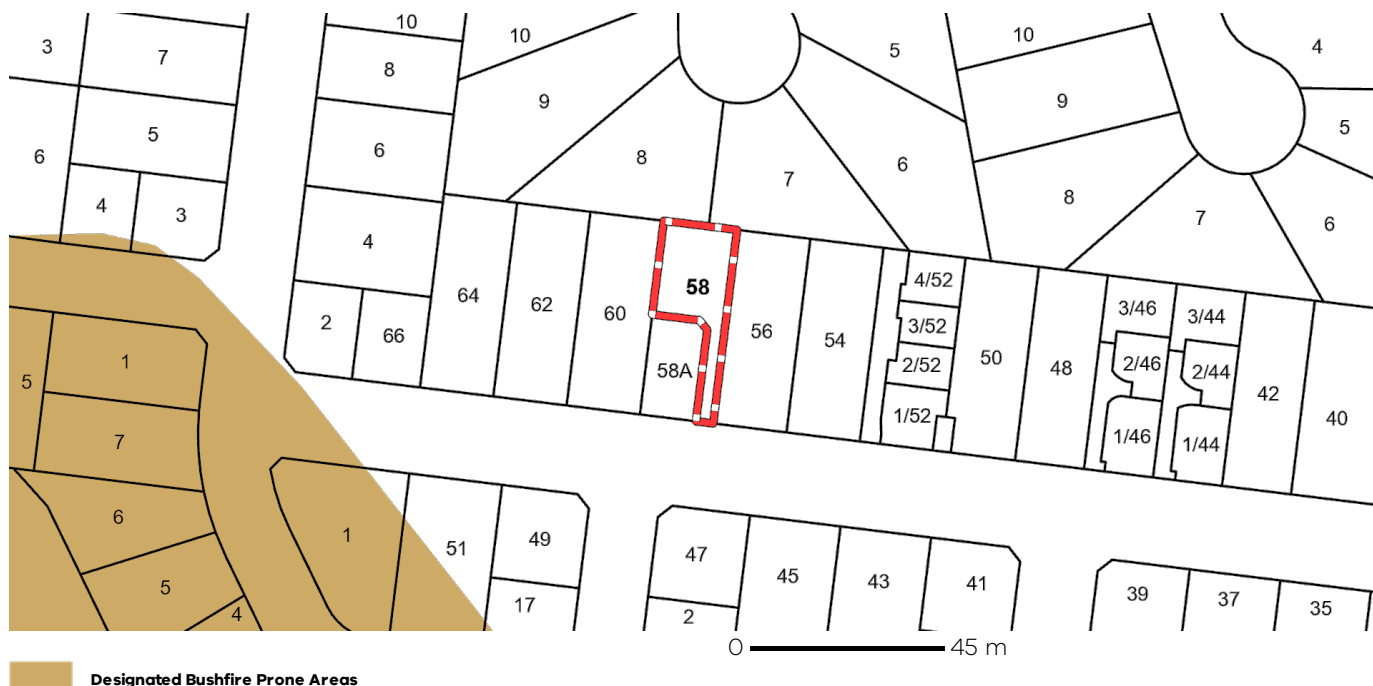
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to 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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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



VALUATION AND RATES NOTICE

1 July 2025 to 30 June 2026

Date of issue
15/08/2025

Mr J B L Azlin
58 Donegal Ave
TRARALGON VIC 3844

Rates and Charges at your property - 1 July 2025 to 30 June 2026

Assessment Number	734285
Property	58 Donegal Avenue, TRARALGON VIC 3844
Description	L 2 PS 734365
Property Owner/s	Mr J B L Azlin
Property Valuation Date	01 January 2025, effective as 01 July 2025
Capital Improved Value (CIV)	\$465,000
Site Value (Land value included in your CIV)	\$215,000
Net Annual Value	\$23,250
AVPCC	120 - Single Strata Unit/Villa Unit/Townhouse

Council Rates & Charges - 2025/2026

General Rates Residential (0.00301496 x CIV)

\$1,401.95

Municipal Charge

\$155.00

Waste Services Charges

(Rubbish x1, Recycling x1, Green Waste x1)

\$409.00

State Government Charges

These charges are collected by Latrobe City Council on behalf of the State Government.
All funds are remitted in full to the State Government.

Emergency Services & Volunteers Fund Levy - Residential (0.000173 x CIV)

\$80.45

Emergency Services & Volunteers Fund Fixed Charge

\$136.00

EPA Victoria Landfill Levy

\$37.00

Rebates (if applicable)

Payments made on or after 12 August 2025 may not be included

TOTAL AMOUNT DUE

\$2,219.40

See reverse for payment options, methods and important information.

Would you like to receive your rates notice by email? Visit erates.latrobe.vic.gov.au or see page four for details.

PAYMENT OPTIONS

Pay in full

\$2,219.40

by **15 February 2026**

Any arrears are due and payable immediately as listed on page one and are not included in the pay in full amount listed here.

Pay by instalments

30 September 2025	\$555.00
30 November 2025	\$554.80
28 February 2026	\$554.80
31 May 2026	\$554.80

Please note: refunds will only be considered for rates accounts that have a credit balance. Early payment of instalments or full rates are not eligible for a refund.

To qualify for the instalment program option and receive instalment reminder notices, **you must pay the correct amount of the first instalment plus any arrears, by 30 September 2025.**

Payments made after the due date may be charged interest at 10% p.a.

UPCOMING CHANGES TO NEXT YEARS RATES PAYMENT OPTIONS

Effective from 1 July 2026 Latrobe City Council will no longer be offering the option for ratepayers to pay their rates in a lump sum on the 15 February, instead the standard payment option will be by four equal instalments.

We are providing advanced notice of this change to allow ratepayers who currently pay via a lump sum in February to adjust their household budgets for the change.

You will still be able to pay your rates account in a single payment, however if you elect to do this it will need to be by the first instalment date of 30 September.

For those preferring to utilise other more flexible payment options we will still be offering weekly, fortnightly and monthly direct debit options.

PAYMENT METHODS

ONLINE PAYMENT

Visit: www.latrobe.vic.gov.au/pay

Ref: 734285

BPAY

Pay using BPAY via your online banking



Billers Code: 6072
Ref: 734285

IN PERSON

Council Use Only



You can also pay in person at our Customer Service Centres or Libraries or mail a cheque to **PO Box 264, Morwell VIC 3840.**

POST BILLPAY

Pay 24 hours a day by credit card



*359 734285



Billers Code: 0359
Ref: 734285

Online: www.auspost.com.au/postbillpay

Phone: 13 18 16

DIRECT DEBIT

To arrange regular deductions, including weekly, fortnightly, monthly, quarterly or in full annually, from your bank account.

Visit www.latrobe.vic.gov.au/directdebit or call 1300 367 700 to obtain a direct debit form.

CENTREPAY

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

HAVING TROUBLE PAYING?

Payment Plans

Council recognises our residents may experience financial difficulty at times. If you are having difficulty in making or maintaining your rates payments by the due dates, Council may be able to offer you a payment plan to assist you to get back on track with your payments. We may also suspend interest from accruing and further debt collection action while you are actively engaged in an approved payment plan to ensure your balance remains manageable.

Please make contact with Council as soon as possible if you feel that you may need further assistance.

Financial Hardship Applications

The *Local Government Act 1989* allows Council to waive or defer payment of any rate, charge or interest if a person can demonstrate financial hardship. Residents who are experiencing extreme financial difficulties and are struggling to pay their Council rates and charges, may qualify for assistance under Council's Hardship Policy.

To apply for hardship visit latrobe.vic.gov.au/rates-assistance. If you require assistance, please contact our Customer Service Team on 1300 367 700.



J Azlin
P O Box 9126
TRARALGON VIC 3844

Customer enquiries
1800 050 500

Faults & emergencies 24hrs
1800 057 057

www.gippswater.com.au

Account number:
0021874209

Amount due:
\$433.38

Pay by:
12 February 2026

Date of issue: 15 January 2026

Tax invoice: 7388096

Service address:
58 Donegal Ave Traralgon Vic 3844

Previous balance	\$439.99
Payments received	
up to 15 January 2026	\$439.99 CR
Balance	\$0.00
Current charges (over page)	\$433.38
Total amount due	\$433.38
<i>Total includes GST of</i>	<i>\$0.00</i>

Payment assistance is available
If you are having difficulty paying your bill, we can help. Call us on 1800 050 500

Have you registered for a concession?
Contact us if you think you may be eligible for a concession and it has not been included in the total amount due.

We issue invoices three times per year.

How to pay



Direct Debit

To register for direct debit call us or visit www.gippswater.com.au/direct-debit



BPAY

Billers Code: 3475
Ref: 3680 0000 2187 4209 2



Centrepay

Use Centrepay to make regular deductions from your Centrelink payment. Centrepay is a voluntary and easy payment option available to Centrelink customers. Go to serviceaustralia.gov.au/centrepay for more information on how to set up your Centrepay deductions.



Online

Scan the QR code with your smartphone or go to my.gippswater.com.au/pay-now to pay with Visa or Mastercard.



Phone

Call 1800 050 500 and select Option 1.



Post Office

Pay in person at any Australia Post outlet.



To mail your payment, detach the bottom section of the next page and mail with your cheque to:
PO Box 348 TRARALGON VIC 3844.



Water Usage Treated: 29.00 kL (kilolitres) @ \$2.4638 per kL \$71.45



Water Service Charge \$64.69



Wastewater Service Charge \$297.24

Your charges explained

Water usage

This is a variable charge for the amount of water used at your property as recorded by the water meter.

Water service

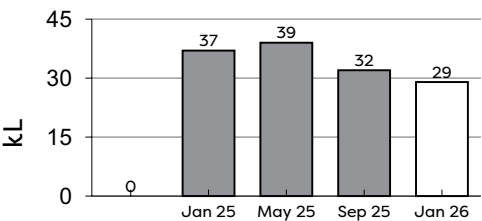
This is a fixed charge for us to maintain the quality of your drinking water and maintain and construct water mains and treatment plants.

Wastewater/sewerage service

This is a fixed charge for us to responsibly dispose of the wastewater/sewage from your property with the exception of properties serviced by septic tank systems.

Your water usage

Meter number: 15AF000140
Current meter read: 14 January 2026
Meter reading: 755
Previous meter read: 11 September 2025
Meter reading: 726



Average daily water usage 0.232 kL/day
Same time last year 0.296 kL/day



If you are deaf or find it hard hearing or speaking with people on the phone visit relayservice.gov.au or call 1800 555 677 for the Telephone Typewriter Service (TTY).



For interpreter or translation services call 13 14 50.

Payment slip

Gippsland Water
PO Box 348 TRARALGON VIC 3844
ABN 75 830 750 413



* 368 00218742092

Account number: 0021874209
J Azlin

Tax invoice number: 7388096

Amount Paid

Date Paid



55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

Telephone: 1800 050 500
Fax: (03) 5174 0103

INFORMATION STATEMENT

Email: contactus@gippswater.com.au
www.gippswater.com.au
ABN : 75 830 750 413

05 May 2026

Applicant Reference:
Reference:

LG:HR:30527
00218742-09

Semmens Hatch & Anderson - Heyfield
PO Box 251
Heyfield Vic 3858

Thank you for requesting a Gippsland Water Information Statement. We are pleased to provide you with an Information Statement for the below property.

Applicant:	Semmens Hatch & Anderson - Heyfield
Property Address:	58 Donegal Ave Traralgon Vic 3844
Certificate No:	175171

Please find enclosed:

- Section 158 Statement
- Financial Statement
- Important Information
- Asset Plan (if available)

If you have any questions relating to this Information Statement please phone Gippsland Water on 1800 050 500 or email us at infostats@gippswater.com.au.

Online updates are available, please visit our website www.gippswater.com.au to register for our Solicitor Updates Online service.

Yours sincerely

A handwritten signature in cursive script, appearing to read "Nigel Gerreyn".

Nigel Gerreyn
MANAGER PROPERTY SERVICES



55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

Telephone: 1800 050 500
Fax: (03) 5174 0103

INFORMATION STATEMENT

Email: contactus@gippswater.com.au
www.gippswater.com.au
ABN : 75 830 750 413

Section 158 Statement

(Water Act 1989)

Date of Issue:	05/05/2026	Applicant Reference:	LG:HR:30527
Certificate No:	175171	Reference:	00218742-09
Property Address:	58 Donegal Ave Traralgon Vic 3844		
Property Details:	Lot 2 Plan PS734365		
Settlement Date:	30/06/2026		

The following items relate to Section 158 of the *Water Act 1989*:

- ⇒ This title is traversed by a private sewer drain servicing the adjacent property. Gippsland Water is responsible for maintenance at the connection point only at the sewer main/manhole. Maintenance of the sewer drain from the connection point and into the adjacent title is the responsibility of that adjacent property owner.
- ⇒ This property has a tenant registered, if the tenant is vacating at settlement please advise Gippsland Water no less than two (2) working days prior to settlement to enable a final water meter reading to be scheduled.

Protection of Gippsland Water Assets:

It is possible that this property has water or sewerage infrastructure located on it. Please refer to the attached plan. Unless prior written consent has been obtained from Gippsland Water, the *Water Act 1989* PROHIBITS:

1. The erection and / or placement of any structure (including but not limited to building, wall, fence, driveway, machinery, embankment) or the removal or addition of filling, over an easement or within one metre laterally of Gippsland Water's water supply and sewerage assets.
2. The connection to, or interference with, any Gippsland Water water supply or sewerage asset.

Gippsland Water may require removal of any trees which may be, in the view of Gippsland Water, invasive to its water supply and sewerage assets. The guide *Planting the Right Trees* is available on the Gippsland Water website.

For additional information, please contact Gippsland Water on 1800 050 500.



55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

Telephone: 1800 050 500
Fax: (03) 5174 0103

INFORMATION STATEMENT

Email: contactus@gippswater.com.au
www.gippswater.com.au
ABN : 75 830 750 413

Financial Statement

Date of Issue: 05/05/2026 **Applicant Reference:** LG:HR:30527
Certificate No: 175171 **Reference:** 00218742-09

Property Address: 58 Donegal Ave Traralgon Vic 3844
Property Details: Lot 2 Plan PS734365
Settlement Date: 30/06/2026

Gippsland Water billing periods: 01 Jul to 31 Oct, 01 Nov to 28 Feb and 01 Mar to 30 June

Charges levied for billing period: 01 Mar to 30 Jun

Financial Information:

Brought Forward Balance	0.00
Sewer Scheme Charges	0.00

Adjustable Charges:

Water Service Charges	64.69
Wastewater Service Charges	297.24
Fire Service Charges	0.00
Commercial Trade Waste Charges	0.00

Non Adjustable Charges:

Wastewater Volumetric Charges	0.00
Notional / Usage Charges	0.00
Miscellaneous / Adjustments / Credits	0.00
Interest	0.00

Total Outstanding	361.93
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(Please note: CR denotes a credit)



Billers Code: 3475
REF: 3680 0000 2187 4209 2
Pay by savings or credit card

Gippsland Water Authorised Officer:

Date: 5 May 2026



Solicitors
Updates Online
Tool

Gippsland Water has launched a tool to enable you to get your financial updates online

REGISTER TODAY

<https://www.gippswater.com.au/developers/property-connections/solicitor-updates-online>



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Important Information

Gippsland Water bill period:

Gippsland Water bills three times per year, for billing periods: 01/07 to 31/10, 01/11 to 28/02 and 01/03 to 30/06.

Gippsland Water tariffs:

Gippsland Water tariffs are reviewed annually and applied as of 01 July. Please ensure you obtain a financial update prior to settlement.

Adjustable and non adjustable charges:

Charges listed under the adjustable charges section are fixed service charges that are applicable to the property e.g. water availability charges. Charges listed under the non adjustable section are applicable to the customer e.g. notional/usage charges, these charges do not need to be adjusted. Interest may continue to accrue after this statement has been generated.

Do not adjust on any credit balances as any credit remaining after settlement will remain with the vendor.

Payment of Gippsland Water accounts:

Gippsland Water requires payment of any outstanding charges within 10 working days of settlement occurring. Any unpaid charges will become the responsibility of the new property owner. Enquiries relating to the unpaid charges will be referred to the purchaser's solicitor or conveyancer.

Financial updates:

It is important to obtain a financial update within 10 days of settlement. Balances may change throughout the bill period and any unpaid charges may be transferred to the purchaser at settlement. Updates can be obtained online through the solicitor updates online

<https://www.gippswater.com.au/developers/property-connections/solicitor-updates-online>.

Notice of property transfer:

Gippsland Water requires notice of property transfer to be received within 10 working days of settlement taking place. Where Gippsland Water has not received notice of a property transfer, the payment of accounts remains the responsibility of the vendor. Notices of property transfer are to be emailed to propertytransfers@gippswater.com.au

Validity of the Information Statement:

This Information Statement will be valid only to the end of the next billing period after the date of issue of this Information Statement.

Automatic eBilling Registration for new customers

Gippsland Water will automatically register our customers for electronic billing upon the creation of their account. Customers can switch to receiving paper bills by post at any time. Refer to our eBilling terms and conditions for more information: www.gippswater.com.au/digital-billing-terms-conditions. We will not disclose personal information to any external parties without consent, unless required or authorised by law. Refer to our privacy policy which sets out how and why we collect, use and disclose your personal information: www.gippswater.com.au/legal/privacy-policy

You can request a printed version of the eBilling Terms and Conditions and/or Privacy by emailing us at contactus@gippswater.com.au or call us on 1800 050 500.



Disclaimer: Gippsland Water does not quarentee or make any representation or warrant the accuracy, scale or completeness of information in this product. Any person relying upon such information does so on the basis that Gippsland Water shall bear no responsibility or liability for loss, damage or injury arising from any error, fault, defect, or omission in the infomation. Any persons using this information should make their own site investigation and accommodate their works accordingly.



SMART CHOICE
BUILDING PERMITS & INSPECTIONS



29 HOTHAM STREET TRARALGON VIC



7019 5521

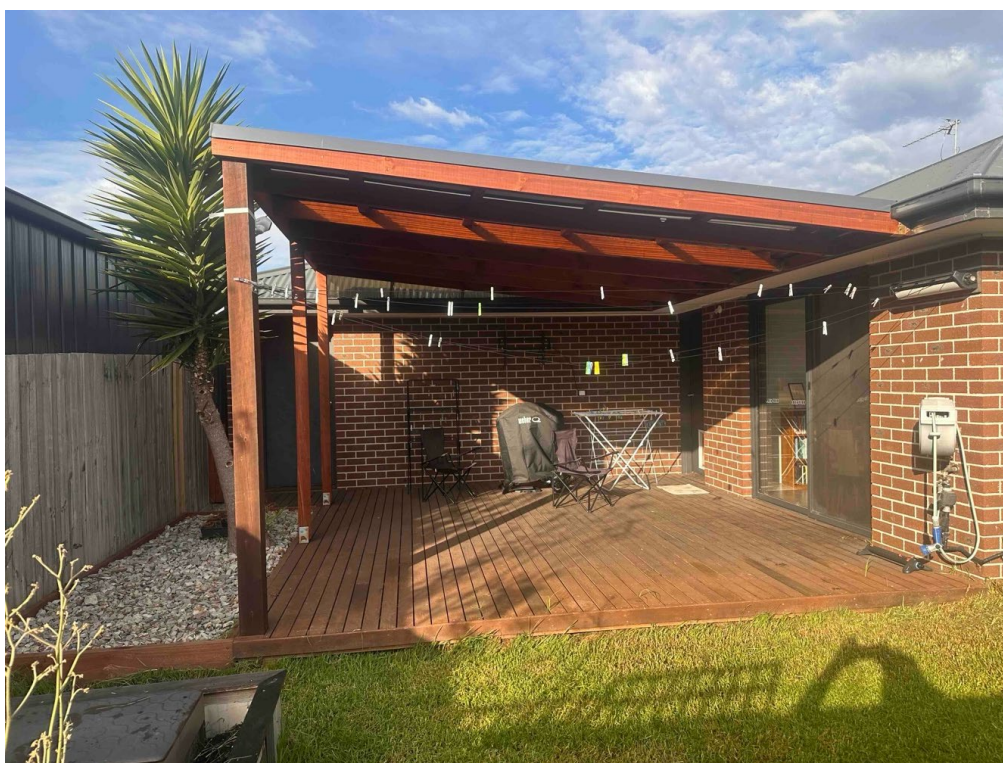


ADMIN@SCBUILDINGPERMITS.COM.AU

DEFECT and CONDITION REPORT

Report on Building Works (Domestic) Under Section 137B of the Building Act 1993 (Owner-Builder Construction), where a Building / Permit Approval has not been obtained.

Site Address:	Lot 1, 58A Donegal Avenue Traralgon VIC 3844		
Date of Report:	31/05/2026	Date of Inspection:	25/05/2026
Weather Conditions:	Overcast		
Owners Name/s:	Justin Azlin		



Introduction

This report has been prepared on behalf of the owner to provide full disclosure of building works undertaken without a building permit, which includes the construction of an attached timber framed verandah. The purpose of this report is to comment on the structural condition of the works and identify any defects or non-compliance with the National Construction Code 2022, Volume 2 and the Building Regulations 2018.

This report does not certify that the building works comply with the Building Act 1993. Under the Act, a building permit would have been required for the structural works described.

Description of Building Works Covered By This Report

1. Construction of a verandah

Site Description

SIDE OF STREET:	North	FRONT DOOR FACES:	South
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A) General comments & list of non-compliances

- A1 - All plumbing work is required to be completed by a registered and licensed plumbing practitioner.
- A2 - Footings would have been required for the verandah timber posts, however the timber deck has been constructed on existing concrete paving.

B) List of Defects in relation to these building works:

- B1 – The timber posts are slightly warped/twisted.
- B2 – One of the timber posts has a split in it.
- B3 – The ends of the roof battens have not been connected to the rafters adequately; they should sit on a pitching timber or sit on top of the rafter.
- B4 – The roof battens have been checked into the rafters, with the amount of fall on the roof, this was not necessarily needed to achieve fall and instead they should have been fixed on top of the rafters, elsewhere the timber framing used in the construction complies with the minimum requirements of AS1684 – timber framing code.

C) Areas of the Building/s Inaccessible at the Time of Inspection:

- Footings, sub-floor, connections and decking

D) Condition and Status of Incomplete Works:

- Nil

E) Secondhand Materials:

- Nil

CONCLUSION

The verandah presents well and shows no signs of failure. A building permit would have been required for the works in accordance with the Building Act 1993 and Building Regulations 2018. The works have been carried out without the necessary building approvals and do not meet the minimum standards set by the National Construction Code 2022, Volume 2.

As the work has been undertaken without a building permit, the Municipal Building Surveyor (MBS) at the relevant local council may issue a Building Notice or Building Order under the Building Act 1993. The owner may be required to engage a registered building practitioner to assess, rectify, or potentially remove non-compliant work, and provide documentation including engineering certification, compliance certificates, and retrospective approvals where possible. However, Latrobe City Council do not often take action on subsequent property owners if enforcement has not commenced prior to the sale of the property.

Declaration:

I consider the information provided in this report to be within my area of expertise and experience. I believe that I have made all the inquiries that are appropriate and no matters that I regard as relevant have been withheld.

The photographs included as part of this report.



Darren Hood
Building Surveyor Registration No BSL-58816



*** Pre-Purchase Inspections * Building Advice * Building Dispute Reports**
*** Contract Administration * Defects Reports**
*** Witness Building Disputes**



Conditions:

PURSUANT TO THE BUILDING ACT 1993

The Contract of Sale should contain special conditions to the following effect:

1. The Purchaser acknowledges that prior to signing this contract, the Purchaser has received from the Vendor a copy of a report prepared by Smart Choice Building Permits & Inspections.
2. The Vendor warrants that all domestic building work carried out in relation to the construction by or on behalf of the Vendor of the home was carried out in a proper and workmanlike manner; and
3. The Vendor warrants that all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new.

If a contract of sale has been entered into in contravention of the Act, the contract is voidable at the option of the purchaser at any time before completion of the contract.

The report does not necessarily refer to routine maintenance items e.g. hairline plaster cracks or binding doors and windows and contains no comments on the glazing code minimum requirements.

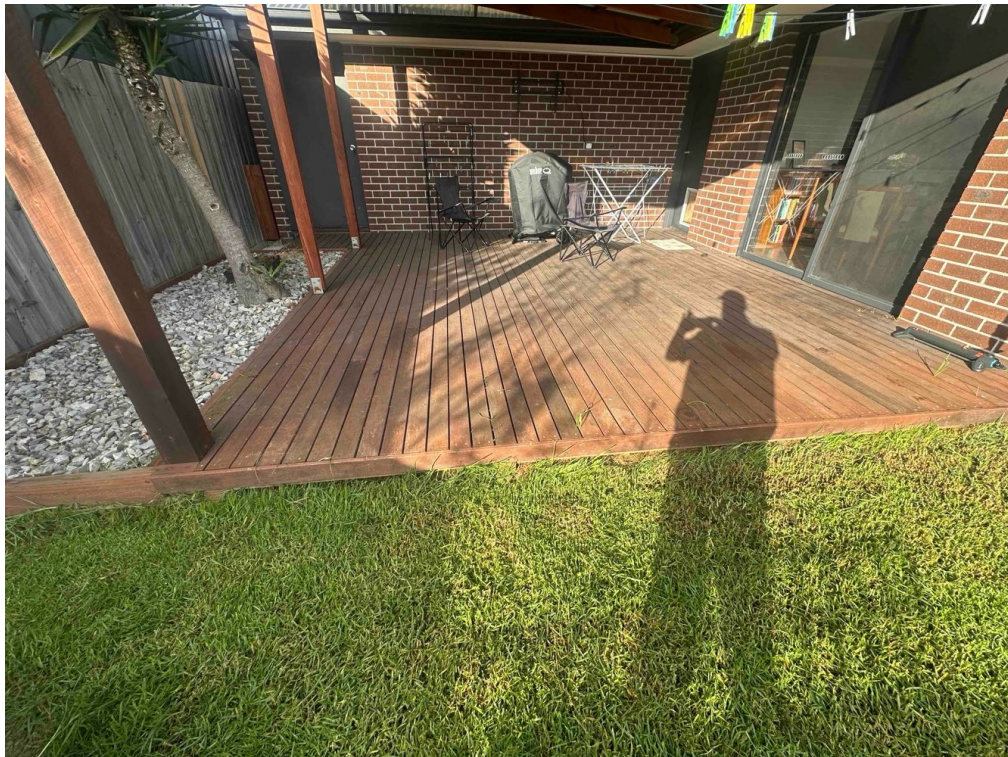
Unless otherwise stated:

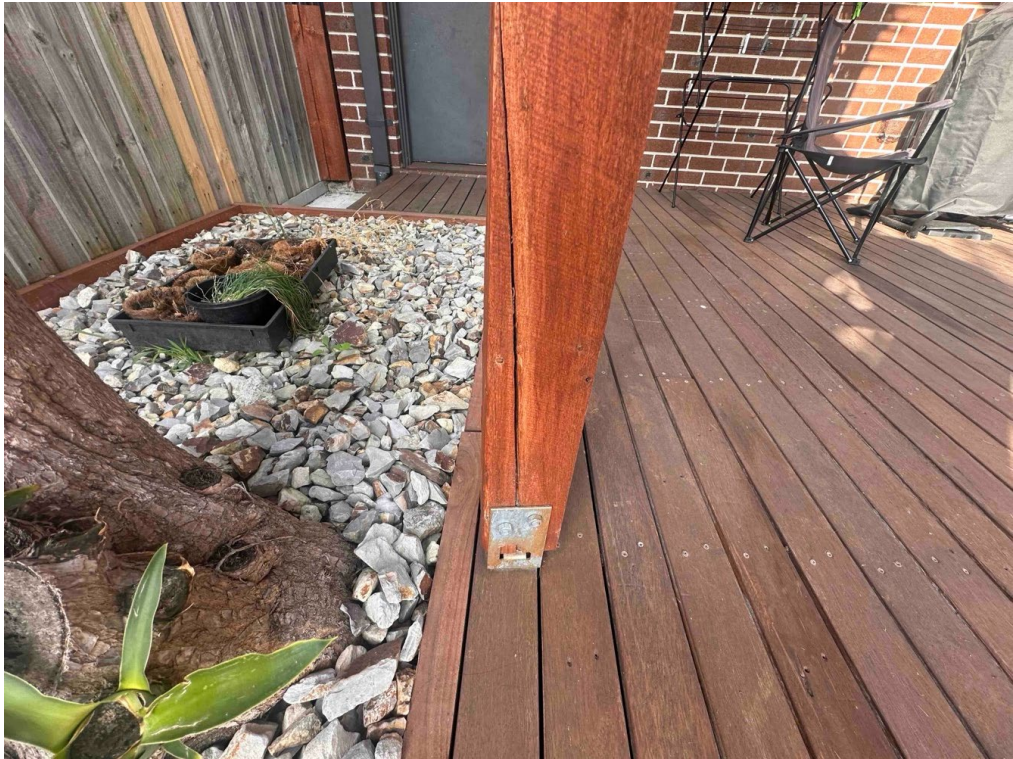
- no soil or other material has been excavated or removed,
- no plants or trees have been removed,
- no samples have been taken or tested,
- no fixtures, fittings, cladding or lining materials have been removed,
- building services have not been tested,
- no items of furniture or chattels have been moved,
- the roof has not been water tested,
- no enquiries of Drainage, Sewerage or Water Authorities have been made,
- no plans, specifications or other contract documents have been sighted for the purpose of inspecting the dwelling house and providing this report.
- no special investigations of insect attack (e.g. borer, termite, etc.) has been made. Any reference to insect attack has been based on observation only and does not imply any expertise in these matters. Such a reference should be referred to appropriate experts and we recommend that a pest infestation inspection and report be undertaken.
- We have not inspected woodwork or other parts of the structure which are covered, unexposed or inaccessible and we are therefore unable to report that any such part of the structure is free from defect.

The information contained on this page should be taken as advisory only and although it is accurate to the best of our knowledge, it would be advisable to seek appropriate legal advice before acting upon it.

The inspection recorded is not a termite or insect inspection and is not a pre-purchase inspection.

Photos

















**UCX Realty Pty Ltd T/A One
Agency Latrobe Valley**

14C Hotham Street,
Traralgon, VIC 3844

P: 03 5174 2740

ABN: 75 630 881 195



Residential Rental Agreement

for

2/58 Donegal Ave, Traralgon VIC 3844

This agreement is between **Justin Azlin**
and **Lihini Jayathillake, Abbynayaa Rajendra.**

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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 13/11/2025

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

2/58 Donegal Ave, Traralgon VIC **Postcode** 3844

3. Rental provider details

Full name or company name of rental provider Justin Azlin

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 UCX Realty Pty Ltd T/A One Agency Latrobe Valley

Address 14C Hotham Street, Traralgon, VIC **Postcode** 3844

Phone number 03 5174 2740

ACN (if applicable) 630 881 195

Email address cindy@oneagencylv.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** Lihini Jayathillake

Current Address:

Postcode

Phone number:

0424 562 917

Email:

lihinijayathillake@gmail.com

Full name of **renter 2** Abbynayaa Rajendra

Current Address:

Postcode

Phone number:

0412 364 037

Email:

abbynayaa.rajendra@gmail.com

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

Wed 26/11/2025

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

End date

Wed 25/11/2026



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.

6. Rent

Rent amount(\$)
(payable in advance)

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

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(\$)

Date bond payment due

Part B – Standard terms

8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

☐ direct debit ☒ bank deposit ☐ cash ☐ cheque ☐ money order ☐ BPay

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB:	633 000
Account:	165 031 378
Account name:	UCX Realty Pty Ltd Rental Trust
Bank Reference:	TEN00476

Fees

0.00

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	Cindy Visser: cindy@oneagencylv.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	Lihini Jayathillake: lihinijayathillake@gmail.com
	☐ No	

Renter 2	☒ Yes	Abbynayaa Rajendra: abbynayaa.rajendra@gmail.com
	☐ 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

One Agency Latrobe Valley

Emergency phone number

0474 355 636

Emergency email address

oneagencylv@email.propertyme.com

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)

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

18 Relocatable pool safety activities

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

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

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

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. **All documents are sent to Renter/s by email. The email address' listed above will be used for the service of documents. If Renter/s request a document to be printed and supplied, they will incur a charge of \$4.40 per document.****

Renter Acknowledgement

1. Lihini Jayathillake viewed and acknowledged at Thu, 13/11/2025 02:19 PM from device: Mac OS X 10.15.7 Mac Chrome 142.0.0
2. Abbynayaa Rajendra viewed and acknowledged at Thu, 13/11/2025 03:44 PM from device: Mac OS X 10.15.7 Mac Chrome 142.0.0

2. Breaking Lease or Change of Renter/s

32. In the event of the rental agreement being broken by the said renter/s, it is understood and agreed that the rental provider is to be reimbursed a pro rata letting fee plus GST. This charge is compensation to the rental provider for re-letting the premises prior to the expiration of the fixed term rental period. At the time of vacating the premises the renter/s is to continue paying rent to the agent until the termination of the rental agreement, or until a suitable new renter has taken possession of the premises. The renter/s shall also reimburse the rental provider for any advertising costs involved in relating of the said premises. The pro rata letting fee is calculated upon the initial letting fee that the rental provider paid to the agency upon leasing the property to the said renter/s and will incur GST. This fee is in accordance with the REIV Managing Authority.

32.1 The renter/s agree that in the event of a relationship breakdown between parties to a tenancy, One Agency Latrobe Valley will not intervene or mediate between the parties.

32.2 The renter/s agrees that no change over of the tenancy or occupation will occur without the rental provider / agent's prior written consent. It is hereby agreed and understood by all renter/s that should any party vacate the premises during this tenancy, then the remaining occupant/s of the property shall be fully responsible for the rent payments and compliance of the terms and conditions of the rental agreement.

Rental Arrears

33. In the event rent payable is 15 days or more in arrears then you will be served a Notice to Vacate the premises and 7 days later we will make application to Victoria Civil Administrative Tribunal for vacant possession of the property and full payment of rent arrears. The renter/s is to reimburse the rental provider the application costs and registered post costs for lodging the application and any subsequent state government fees.

Repairs and Maintenance

34. All maintenance requests are to be reported in writing to the agent. Renter/s are to provide their name, address, contact numbers and the details of the repair / fault, together with access arrangements to the property.

34.1 Renter/s will not withhold rent due to malfunction or damage to any appliance, or part of the premises. Such repairs are to be reported to and remedied by the agent. Any costs incurred to the renter/s from remedying damages will be the renter/s responsibility, unless such work is authorised by the agent previously or it is classified as an urgent repair.

34.2 If a tradesperson / service provider is required to fix a repair caused by the renter/s, the cost of such repair will be paid by the renter/s. In the event of a tradesperson / service provider being sent to the property to carry out repairs and;

(a) no fault can be found the renter/s shall be liable for the service call charge and;

(b) If an arrangement has been made with the renter/s for a

tradesperson / service provider to call to the property at a particular time and they cannot gain access, the renter/s shall be liable for the service call out charge.

34.3 The ignition and pilot lighting of all gas / electric amenities connected to the property (HWS, heater and stove etc) are the responsibility of the renter/s. If the renter/s require a gasfitter or electrician to attend the property to perform this task, the cost will be borne by the renter/s. This office does not organise maintenance for this task, however, if there are problems other than initial ignition before they proceed with further repairs the renter/s or tradesperson are required to contact this office to obtain approval.

34.4 In the event of a dishwasher, washing machine, air-conditioner, dryer and / or incinerators being let with the property, the renter/s agree to incur all associated maintenance and repair costs if it is proved that the damage was caused by the renter/s misuse.

Smoking

35. All One Agency Latrobe Valley properties are smoke free indoor environments. The renter/s and renter/s visitors acknowledge that they are not to smoke any substance inside the home. Any smoke damage to the property caused by the renter/s is to be remedied. This may include, but not limited to, professional washing or repainting of walls, professional cleaning of soft furnishings, professional deodorising treatment or replacement of stained fixtures and fittings.

Periodic / Routine Inspections

36. The renter/s agree that the first periodic / routine inspection will be conducted during the fourth month of the tenancy and then approximately every six months thereafter. This inspection will be carried out by a member of the property management department, the rental provider will be advised of any maintenance and the condition / standard the property is being kept in. I also agree that photos may be taken at this inspection of any relevant items that pertain to the property such as, but not limited to, maintenance items.

Contact Details

37. The renter/s agree to notify the agent immediately of any change in any contact details including private / business / mobile telephone numbers, email addresses and changes in occupation.

Vehicles and Parking

38. The renter/s shall not park or allowed to be parked, vehicles on the premises which leak oil unless a suitable oil tray is used beneath the oil leak. Cars are not to be driven or parked on any lawn or garden area and visitor's cars are not permitted on the premises (only applicable to flats and units).

38.1 The renter/s agree to be fully responsible for the removal of motorcycle, car or boat spare parts or bodies or any other equipment used to fully reinstate the premises or the land or common property on which it is situated to the original condition forthwith.

Swimming Pools

39. If a swimming pool is located on the premises the renter/s acknowledge that the renter/s is responsible for the safety of all persons using the swimming pool or entering the property. The renter/s also acknowledge that the rental provider is responsible for the maintenance of the said swimming pool for the duration of the tenancy. Should the renter/s supply their own pool at the property, it is at the liability of the renter/s. Prior consent must be sought from One Agency Latrobe Valley in writing. The renter/s must comply with all relevant council / government regulations with respect to pool barrier fencing.

Access to the Property

40. If the renter/s require access to the property, outside normal business hours due to mislaid or lost keys, the renter/s must organise a locksmith to gain access and incur this cost themselves. Should a staff member of One Agency Latrobe Valley be required after hours to supply the renter/s with a copy of the key, a \$50 fee will be incurred by the renter/s. One Agency Latrobe Valley may use their discretion in such instances and reserve the right to decline the after-hours call out.

Vacating the Property

41. The renter/s shall make final inspection arrangements with the property manager. Leaving keys with neighbours, in letterboxes or posting them is not acceptable. The agent can refuse the keys on the premises if the premises are not in the same condition as when originally tenanted taking fair wear and tear into consideration. The renter/s shall keep paying rent on the property until the keys are accepted by the property manager. Keys are not to be returned to this office until the exit inspection has been conducted and found to be satisfactory. The renter/s must agree to continue paying rent until all matters have been completed satisfactorily or a VCAT application has been made.

41.1 At the property managers discretion a pre-vacating inspection may be required.

41.2 The renter/s shall ensure that all carpets are professionally cleaned, a copy of the steam cleaning invoice will need to be provided for the agency records. Please be aware that a hired carpet cleaning machine does not meet the requirements of professionally cleaned. If your chosen carpet cleaner does not make professional industry accreditation, we reserve the right to have the carpet re-cleaned by an industry professional at your cost.

41.3 The renter/s is advised that professional cleaning has been carried out to the premises immediately before the start of this tenancy agreement. The renter must have the rented premises professionally cleaned upon vacating the premises or pay the cost of having the rented premises professional cleaned.

I/We agree that I/We have read all the special conditions numbered 1 – 41.3 contained herein and agree to abide by all the rules and regulations stated in this signed contract.

Property Disclosures

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

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☒ No

Comments

-

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?

If yes, please provide details below.

☐ Yes ☒ No

Comments

-

Homicide

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

☐ Yes ☒ No

Comments

-

Drug Contamination

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

☐ Yes ☒ No

Comments

-

Mould or Dampness

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

☐ Yes ☒ No

Comments

-

Safety Checks

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

☐ Yes ☒ No

Comments

-

Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?
If the answer is yes, a description of the outstanding recommendations is to be provided in 'Further information' below.

☐ Yes ☒ No

Comments

-

Asbestos

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

☐ Yes ☒ No

Comments

-

Building/Planning Permit

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

☐ Yes ☒ No

Comments

-

Building Work Dispute

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

☐ Yes ☒ No

Comments

-

OC Dispute

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

☐ Yes ☒ No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If the answer is yes, a description of the notice, order, declaration, report or recommendation must be provided in 'Further Information' below

☐ Yes ☒ No

Comments

-

Heritage Register

Are the premises a heritage listed place on the Heritage Register?
A place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

☐ Yes ☒ No

Comments

-

Minimum Standards

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

☒ Yes ☐ No

Comments

-

Right To Let the Premises

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

☒ Yes ☐ No

Comments

-

Mortgagee Possession

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

☐ Yes ☒ No

Comments

-

Renter Acknowledgement

- 1. Lihini Jayathillake viewed and acknowledged at Thu, 13/11/2025 04:11 PM from device: Mac OS X 10.15.7 Mac Chrome 141.0.0
- 2. Abbynayaa Rajendra viewed and acknowledged at Thu, 13/11/2025 04:15 PM from device: Mac OS X 10.15.7 Mac Chrome 142.0.0

Privacy Collection Notice

As professional property managers **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 5174 2740

Primary Purpose

As professional property managers, **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** 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 **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** 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

UCX Realty Pty Ltd T/A One Agency Latrobe Valley also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.

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

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** 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 **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** 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 **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** privacy policy can be viewed without charge on the **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** website; or contact your local **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** office and we will send or email you a free copy.

Disclaimer

UCX Realty Pty Ltd T/A One Agency Latrobe Valley its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any

information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** 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

Rental Provider : **Justin Azlin**



Signed at Thu, 13/11/2025 04:18 PM , from device: iOS 18.7 iPhone Mobile Safari 26.0.1

Renter(s)

Renter 1: **Lihini Jayathillake**



Signed at Thu, 13/11/2025 04:11 PM , from device: Mac OS X 10.15.7 Mac Chrome 141.0.0

Renter 2: **Abbynayaa Rajendra**



Signed at Thu, 13/11/2025 04:15 PM , from device: Mac OS X 10.15.7 Mac Chrome 142.0.0

AUDIT TRAIL

Lihini Jayathillake (Renter)

Thu, 13/11/2025 02:03 PM - Lihini Jayathillake clicked 'start' button to view the Residential Rental Agreement
(Mac OS X 10.15.7 Mac Chrome 142.0.0, IP: 203.158.54.201)

Thu, 13/11/2025 03:43 PM - Lihini Jayathillake clicked 'start' button to view the Residential Rental Agreement
(Mac OS X 10.15.7 Mac Chrome 141.0.0, IP: 203.158.54.201)

Thu, 13/11/2025 04:11 PM - Lihini Jayathillake stamped saved signature the Residential Rental Agreement (Mac OS X 10.15.7 Mac Chrome 141.0.0, IP: 203.158.54.201)

Thu, 13/11/2025 04:11 PM - Lihini Jayathillake submitted the Residential Rental Agreement (Mac OS X 10.15.7 Mac Chrome 141.0.0, IP: 203.158.54.201)

Abbynayaa Rajendra (Renter)

Thu, 13/11/2025 03:44 PM - Abbynayaa Rajendra clicked 'start' button to view the Residential Rental Agreement
(Mac OS X 10.15.7 Mac Chrome 142.0.0, IP: 203.158.54.201)

Thu, 13/11/2025 04:14 PM - Abbynayaa Rajendra clicked 'start' button to view the Residential Rental Agreement
(Mac OS X 10.15.7 Mac Chrome 142.0.0, IP: 203.158.54.201)

Thu, 13/11/2025 04:15 PM - Abbynayaa Rajendra stamped saved signature the Residential Rental Agreement
(Mac OS X 10.15.7 Mac Chrome 142.0.0, IP: 203.158.54.201)

Thu, 13/11/2025 04:15 PM - Abbynayaa Rajendra submitted the Residential Rental Agreement (Mac OS X
10.15.7 Mac Chrome 142.0.0, IP: 203.158.54.201)

Justin Azlin (Rental Provider)

Thu, 13/11/2025 04:17 PM - Justin Azlin clicked 'start' button to view the Residential Rental Agreement

Thu, 13/11/2025 04:18 PM - Justin Azlin stamped saved signature the Residential Rental Agreement

Thu, 13/11/2025 04:18 PM - Justin Azlin submitted the Residential Rental Agreement

AGREEMENT END



Australian Government
Australian Taxation Office



MR JUSTIN AZLIN
C/- HELEN REID
47 TEMPLE STREET
HEYFIELD VIC 3858

Our reference: 7169659918322
Phone: 13 28 66

4 May 2026

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello JUSTIN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411200687742
Vendor name	JUSTIN AZLIN
Clearance Certificate Period	4 May 2026 to 4 May 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.

Vendor/supplier GST withholding notice

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

To the Purchaser/recipient:

Property address: 58 Donegal Avenue
TRARALGON VIC 3844

Lot no.: 2 Plan of subdivision: PS734365P

[Cross out whichever is not applicable]

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

OR

~~The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) as follows in relation to the supply of the above property:~~

~~Withholding amount: \$~~

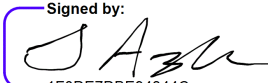
~~The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely:~~

~~Vendor/supplier ABN:~~

From: Vendor/supplier: Justin Bryce Leon Azlin

Dated: 03-Jun-2026 | 10:02 PM AEST

Signed by or on behalf of the vendor/supplier:

Signed by:

1F0DE7DBE84344C...

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

(04/10/2016)

JUSTIN BRYCE LEON AZLIN

VENDOR STATEMENT

Property: 58 Donegal Avenue, Traralgon 3844

Semmens, Hatch & Anderson
Solicitors
47 Temple Street
PO Box 251
Heyfield VIC 3858
Tel: (03) 51471944
Fax: 03 5148 2188
Email: heyfield@shasolicitors.com.au
Ref: LG:HR:30527