

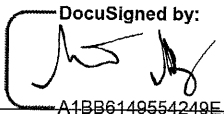
Rennicks Conveyancing Pty Ltd

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 VIC 3844	
Vendor's name	Mathew Robert Abbey	Date 27/11/2022
Vendor's signature	DocuSigned by:  A1BB6149554249E...	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed:

\$3,500.00

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

To

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

☒ The required specified information is as follows:

- | | |
|-----------------------------------|--|
| (a) Name of planning scheme | Latrobe Planning Scheme |
| (b) Name of responsible authority | Latrobe City Council |
| (c) Zoning of the land | General Residential Zone (GRZ) - Schedule 3 (GRZ3) |
| (d) Name of planning overlay | Design and Development Overlay (DDO) - 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:

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is Attached

13. 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)

Covenant AL840225W

Section 173 Agreement AM001248G

Section 173 Agreement AM222703A

Gippsland Water Asset Plan

Building Permit & Occupancy Permit No. 27484/201547/77/0

Domestic Building Insurance Certificate of Insurance

Residential Tenancy Agreement

State Revenue Office Property Clearance Certificate

GST Withholding Notice

Planning Certificate dated 19/01/2022

Land Victoria Property/Planning Reports

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

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

VOLUME 11620 FOLIO 448

Security no : 124094942628U

Produced 19/01/2022 12:01 PM

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

MATHEW ROBERT ABBEY of 13 HAMLET DRIVE TRARALGON VIC 3844
AR558654S 16/10/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR558655Q 16/10/2018
COMMONWEALTH BANK OF AUSTRALIA

COVENANT AL840225W 24/04/2015
Expiry Date 31/12/2020

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 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 16/10/2018

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

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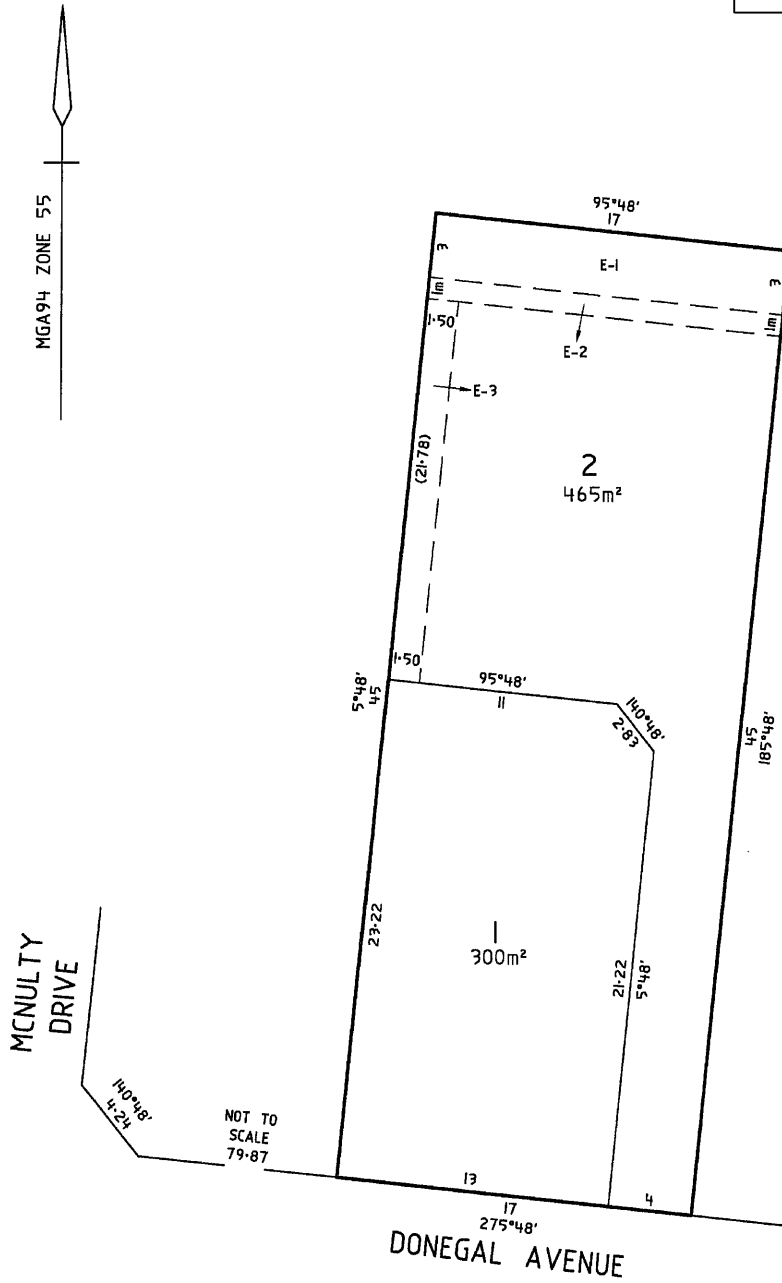
Signed by Council: Latrobe City Council, PP Ref: 2014/209, Cert Ref: 2015/1/Crt, Original Certification: 17/07/2015, S.O.C.: 20/10/2015

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 P5628384C POSTAL ADDRESS : (At time of subdivision) 58 DONEGAL AVENUE, TRARALGON, 3844 MGA94 Co-ordinates (of approx centre of land in plan) E 457 345 N 5770 730 ZONE: 55 GDA 94			COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: LATROBE CITY COUNCIL					
VESTING OF ROADS AND/OR RESERVES <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">IDENTIFIER</th> <th style="width: 80%;">COUNCIL/BODY/PERSON</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </tbody> </table>			IDENTIFIER	COUNCIL/BODY/PERSON	NIL	NIL	NOTATIONS 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) 4/5 In Proclaimed Survey Area No. STAGING This is/~~is not~~ a staged subdivision. Planning Permit No. 2014/209	
IDENTIFIER	COUNCIL/BODY/PERSON							
NIL	NIL							
EASEMENT INFORMATION								
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)								
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of				
E-1	PIPELINE & ANCILLARY PURPOSES	3	PS506517R - SEC 136 WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER AUTHORITY				
E-1	DRAINAGE	3	PS506517R	LATROBE CITY COUNCIL				
E-2	PIPELINE & ANCILLARY PURPOSES	1m	PS548453E	CENTRAL GIPPSLAND REGION WATER AUTHORITY				
E-2	DRAINAGE	1m	PS543448Y	LATROBE CITY COUNCIL				
E-3	DRAINAGE & SEWERAGE	1-50	THIS PLAN	LOT 1 ON THIS PLAN				
Crowther & Sadler Pty Ltd. LICENSED SURVEYORS & TOWN PLANNERS 182 MACLEOD STREET, BAIRNSDALE, VIC., 3875 TELEPHONE (03) 6162 5011			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					

Signed by: Michael Joseph Sadler (Crowther & Sadler - Crowther & Sadler) Surveyor's Plan Version (2) SPEAR Ref: S081552S 16/06/2015

Signed by Council: Latrobe City Council, PP Ref: 2014/209, Cert Ref: 2015/1/Crt, Original Certification: 17/07/2015, S.O.C.: 20/10/2015

PS 734365P



Crowther & Sadler Pty. Ltd.
 LICENSED SURVEYORS & TOWN PLANNERS
 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875
 TELEPHONE (03) 5182 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 / /

Signed by: Michael Joseph Sadler (Crowther & Sadler - Crowther & Sadler) Surveyor's Plan Version (2) SPEAR Ref: S061552S 16/06/2015

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

Signed by: Fiona Farrand (Latrobe City Council) 17/07/2015

AL840225W

TRANSFER OF LAND
Creating an Easement and/or
Restrictive Covenant
Section 45 Transfer of Land Act 1958

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name:

FMS 360

Phone:

Address:

Reference:

1646876

15450G

Customer Code:

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)

Certificate of Title

Volume

Folio

11286

408

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

All its estate in fee simple

Consideration:

\$136,000.00

Transferor: (full name)

LURGANARE PTY LTD (ACN 068 262 448)

Transferee: (full name and address including postcode)

MACGROW INVESTMENTS PTY LTD (ACN 601 375 400) 76 Grey Street Traralgon 3844

Directing Party: (full name)

Creation and/or Reservation of Easement and/or Restrictive Covenant

The Transferees for themselves and their successors and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and or each part thereof DO HEREBY COVENANT with the transferors their successors and transferees the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision (other than the land hereby transferred) and each and every part thereof that we shall not allow:-

- (a) Any main building to be used for other than residential purposes;
- (b) Any building, structure or fence consisting wholly or partly of second hand materials;
- (c) Any dwelling house with less than fifty per centum (50%) of the external wall area constructed of brick, brick veneer, masonry or stone;

30800812A

Duty Use Only

T2

Page 1 of 2

3476353

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

AL840225W

TRANSFER OF LAND

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

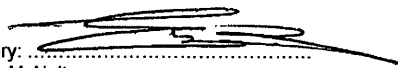
(d) Any relocated building

AND IT IS HEREBY AGREED that the benefit of the foregoing covenants and each of them shall be attached to and run at law and in equity with the land comprised in the said Plan of Subdivision and that the burden thereof shall be annexed to and run at law and in equity with the said Lot hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said Lot as an encumbrance affecting the same and every part thereof provided that these covenants shall cease to be operative as and from the 31st December, 2020.

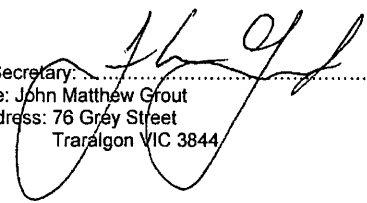
Dated:

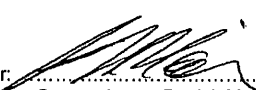
Execution and attestation:

Executed by Lurganare Pty Ltd (ACN 068 262 448) in accordance with Section 127 of the Corporations Act 2001 by being signed by those persons who are authorised to sign for the company:

Sole Director/Sole Secretary: 
Full Name: Eamonn Martin McNulty
Usual Address: Lot 46 Bank Street
Traralgon VIC 3844

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 Court
Traralgon VIC 3844

30800812A

Duty Use Only

T2

Page 2 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

AM001248G



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

AM001248G



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.

AM001248G

01/07/2015 \$119.70 173



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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01/07/2015 \$119.70 173


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01/07/2015 \$119.70 173



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

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

AM001248G



**Application by a Responsible Authority for the
making of a Recording of an Agreement**
Section 181 Planning and Environment Act 1987

AM222703A



maintaining publicly searchable
registers and indexes.

Lodged by:

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

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.

AM222703A

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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.

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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.

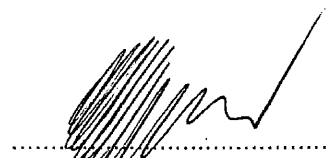
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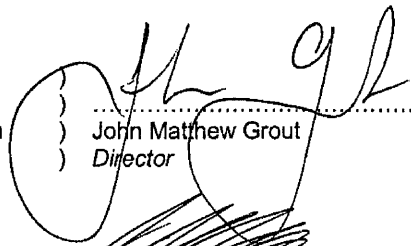
EXECUTED AS A DEED PURSUANT TO SECTION 174(1) OF THE ACT

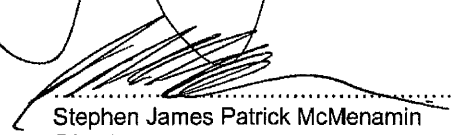
SIGNED for and on behalf of LATROBE)
CITY COUNCIL by Gary Van Driel pursuant)
to Instrument of Delegation dated)
In the presence of:)


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

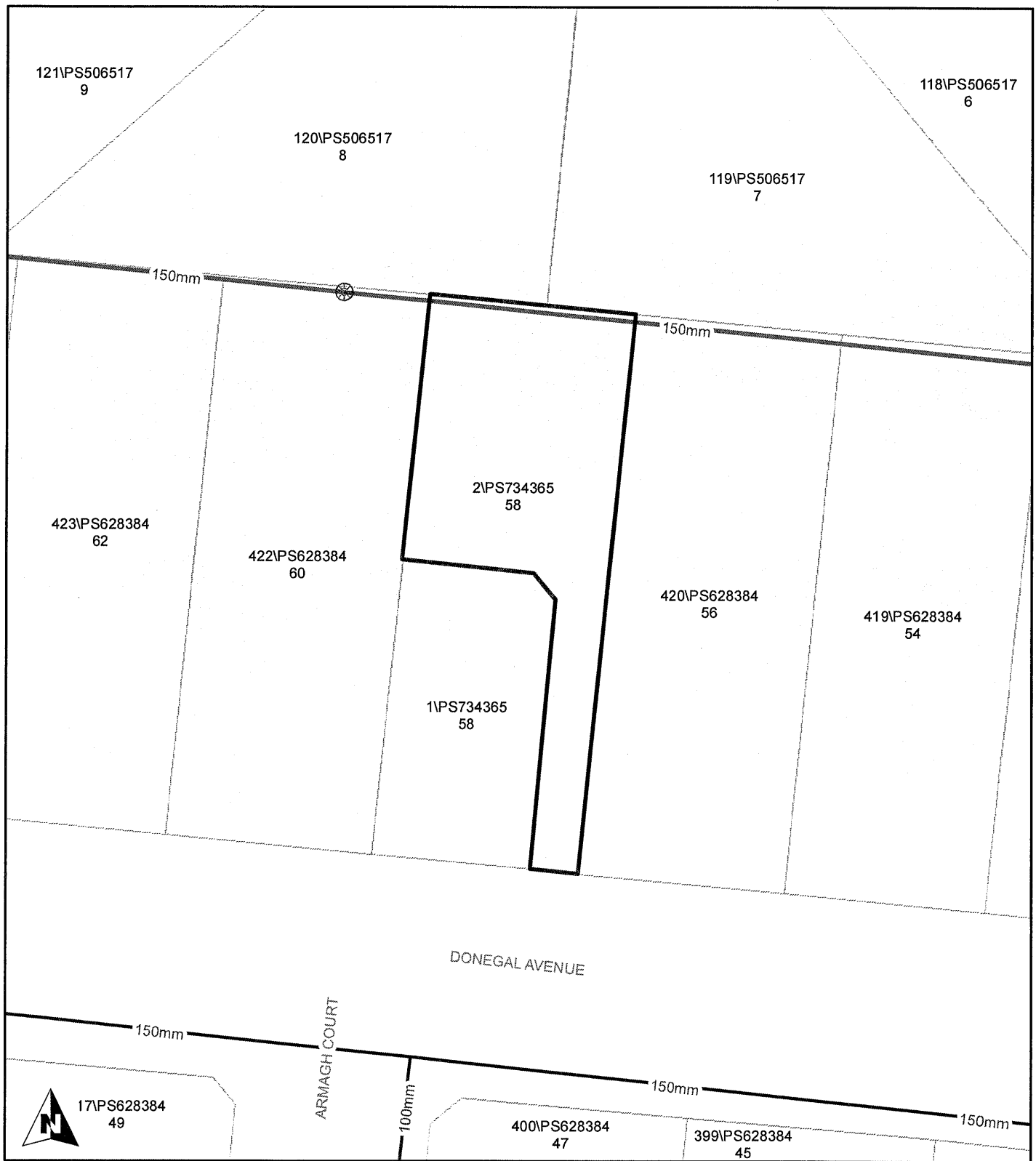

Stephen James Patrick McMenamin
Director

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[illegible]



Gippsland Water Asset Plan

58 DONEGAL AVE TRARALGON
Information Statement No: 122973
Date Issued: 10/09/2018



Water Pipes

— Reticulation
 — Distribution
 — Transfer

Sewer Pipes

— Gravity
 — Pressure
 - - - Rising Main

House Discharge Line

— House Discharge Line



Maintenance Point



Manhole



Pipe End



Collection Tank

Disclaimer: Gippsland Water does not quarentee or make any representation or warrant the accuracy, scale or completeness of information inthis 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.

BUILDING PERMIT

Form 2 - Building Act 1993 - Building Regulations 2006 - Regulation 319

Permit No: 27484-20164777/0

Property Address:

(Lot 2) 58 Donegal Avenue, TRARALGON 3844

Project Description:

Construction of Detached dwelling (1ai & 10a) - Single storey dwelling and garage

Required Inspections: (For Building Inspections phone (03) 9544-0544)

- Pre Slab
- Steel
- Frame - Dom/Res
- Final - Dom/Res
- Piers

21-Jan-2017

21-Jan-2018

An Occupancy Permit is required prior to the occupation or use of this building.

Documents Supporting Application:

Document Name

Prepared By

- Plan of Subdivision
- Alternative Solution - Acceptance Letter
- Builders Warranty Insurance
- Architectural Drawings - fire detail boundary
- Structural Drawings
- Structural Form 1607
- Architectural Drawings
- Report and Consent - Reg 408
- Certificate of Title
- Property Information - Building
- Property Information - LPD
- Property Information - Sewer details
- Property Information - Planning
- Property Information - Bushfire
- Plan of Subdivision - Dual occ
- Plan of Subdivision - Planning permit
- Building Specifications
- Lighting Calculator
- Energy Rating Drawings
- Plan of Subdivision
- Site Survey Plan
- Soil Report
- Footing Probe
- Energy Rating Report
- Application Form
- Alternative Solution

Group Four Building Surveyors
ABN 96158953425
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149
TEL (03) 9544-0544
FAX (03) 9544-0244
EMAIL reception@groupfour.com.au

57484

BUILDING PERMIT

Form 2 - Building Act 1993 - Building Regulations 2006 - Regulation 414

Permit No: 27484 20154777/0

Property Address:

(Lot 2) 58 Donegal Avenue, TRARALGON 3844

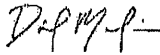
Project Description:

Construction of Detached dwelling (1ai & 10a) - Single storey dwelling and garage

Permit Conditions:

- All relevant Planning Conditions and covenants on title must be complied with.
- The work must be carried out strictly in conformity with the endorsed plans and specifications, one copy of which must be kept on site and made available for inspection while the work is in progress.
- There must be no unauthorized encroachment of any part of the work beyond the building alignment.
- All building works are to be carried out in accordance with the endorsed building permit documents and/or suitable equivalent to the satisfaction of the Building Inspector and/or the Relevant Building Surveyor.
- Truss computations, certification and layouts to be submitted for approval prior to the frame inspection.
- Timber framing specifications and layouts to be submitted for approval prior to the frame inspection.
- Bracing layout and computations to be submitted for approval prior to the frame inspection.
- Energy rating certificates to be submitted prior to the occupancy permit. Please supply a plumbing certificate for the installation of the solar hot water system.
- Energy rating certificates to be submitted prior to the occupancy permit. Please supply a plumbing certificate for the installation of the rain water tank.
- The dwelling is to be protected from Termites in accordance with AS3660.1 2000.

Signed:



Building Surveyor: David Madela

Date permit issued:

21-Jan-2016

Registration No:

BS-U 27484

Assessing Officer: Jason Knights

Authorised:

Group Four Building Surveyors
ABN 98158953425
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149
TEL (03) 9544-0544
FAX (03) 9544-0244
EMAIL reception@groupfour.com.au

57484

BUILDING PERMIT

Form 4 - Building Act 1993, Building Regulations 2006, Regulation 810

Permit No: 27484 20184777/0

GROUP FOUR

Property Address:

(Lot 2) 58 Donegal Avenue, TRARALGON 3844

Project Description:

Construction of Detached dwelling (1ai & 10a) - Single storey dwelling and garage

Terms and Conditions

1. Role of Group Four

1.1 Professional Standard of Care

In performing the Services, Group Four shall (a) exercise the degree of reasonable skill, care and diligence (b) and maintain the highest standards normally expected of the profession of building surveyors.

1.2 Notice of Matters Likely to Change Scope or Timing of Services: If Group Four becomes aware of anything which may change the scope or timing or cost of the Services, then it shall as soon as practicable give written notice to the Client. This notice shall as far as practicable contain particulars of the change.

2. Payment to Group Four for Services

2.1 Client to Make Payment

In consideration of the promise by Group Four to perform the Services, the Client promises to pay to Group Four the fees and the expenses as set out in Group Four's Letters.

2.2 Timing of Payment

At or after the time that any part of the Services are performed by Group Four, Group Four may give the Client an account in full and of the Services performed and for any expenses incurred. The Client shall pay the full amount owing in respect of such account within fourteen (14) days of issue of the account.

2.3 Interest on Overdue Payment

In addition to all other rights and remedies of Group Four, if the Client fails to pay all monies as and when due, Group Four shall be entitled to recover interest at the higher of 10% per annum and the rate then and there in force for the time being fixed under Section 2 of the Permit Interest Rates Act 1974.

2.4 Disputed Claims

If the Client disputes the whole or any portion of the amount claimed in an account submitted by Group Four, then it shall pay that portion of the amount claimed in the account which is not in dispute and it shall notify Group Four in writing of the reasons for disputing the account. If it is undisputed that some or all of the services in dispute were properly performed by Group Four, then the Client shall, within the time and to the extent specified in the account, pay the undisputed portion of the account. The Client shall not be entitled to withhold payment of the undisputed portion of the account until the dispute is resolved.

2.5 Payment of Costs if Building Works Delayed

If the performance of the Services is delayed beyond a reasonable period for any reason other than a breach of the Agreement by Group Four, then the Client shall pay to Group Four a reasonable sum of money to cover the consequential costs and expenses suffered by Group Four as a result of the delay.

2.6 Effect of Termination on Right to Payment

If the engagement of Group Four is terminated for any reason other than a breach of the Agreement by Group Four, then Group Four shall be entitled to payment for the Services performed up to the date of termination, and for the cost of the termination, for the period up to and including the date of termination.

2.7 Changes in Law

If after the date of these Terms of Engagement there is any change in the laws, by-laws, regulations or ordinances of the Commonwealth of Australia or a State or Territory of Australia or any authority authorised and that change directly or indirectly increases or decreases the costs or expenses incurred by Group Four in performing the Services, then the fees and expenses otherwise payable by Group Four under these Terms of Engagement shall be increased or decreased accordingly.

3. Scope of Liability

3.1 Direct and Indirect Loss

The liability of Group Four to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise shall be limited to the direct loss or damage to the building works.

3.2 Maximum Amount of Liability

The maximum liability of Group Four to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be the amount of \$50,000.00.

3.3 Release

The Client releases Group Four from, and agrees that Group Four is released from, any liability or loss arising from or any costs incurred in connection with the Services in excess of the amount of \$50,000.00.

3.4 Duration of Liability

Group Four shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract or otherwise, at the expiration of one (1) year from the completion of the Services, and the Client and persons claiming through or under the Client shall not be entitled to commence any action or claim whatsoever against Group Four (or any employee of Group Four) in respect of the Services after that date.

3.5 Limit of Warranty

Except to the extent required by law or specifically provided for in these Terms of Engagement, Group Four does not give any warranty or accept any liability in relation to the performance or non-performance of the Services; it, upon entering into, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded. Nothing herein, contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these Terms of Engagement of all or any of the provisions of Part V of the Tasmania Trade Practices Act 1974 (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

3.6 Indemnity

The Client shall indemnify and keep indemnified Group Four from and against all suits, actions, claims or demands by any person for any loss, damages, expenses or costs as a result of any negligence or default by the Client.

4. Termination by Client

Subject always to the provisions of the Building Act 1993 (as amended), the Client may by notice in writing served on Group Four terminate the Group Four's engagement under these Terms of Engagement.

(a) If Group Four is in breach of the provisions of these Terms of Engagement and the breach has not been remedied within twenty-eight (28) days for such longer period as the Client may allow) of the service by the Client on Group Four of a notice requiring the breach to be remedied; or

(b) If the Client serves on Group Four a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than thirty (30) days after the date of issue of the notice.

4.2 Termination by Group Four: Group Four may by notice in writing served on the Client terminate the Group Four's engagement under these Terms of Engagement.

(a) If the Client is in breach of the provisions of any part of these Terms of Engagement and the breach has not been remedied within twenty-eight (28) days for such longer period as Group Four may allow) of the service by Group Four of a notice requiring the breach to be remedied; or

(b) If the Client is in breach of the provisions of any part of these Terms of Engagement and the breach has not been remedied within twenty-eight (28) days for such longer period as Group Four may allow) of the service by Group Four of a notice requiring the breach to be remedied; or

(c) If Group Four serves on Group Four on the Client a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than thirty (30) days after the date of issue of the notice.

4.3 Termination Not to Affect Rights in Respect of Prior Breaches

Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the provisions of these Terms of Engagement which occurred prior to the date of termination.

4.4 Waiver of Progress

If Group Four's obligations are terminated then the Client shall pay for all work or progress performed by Group Four up until the date of termination.

5. General Matters

5.1 Entire Agreement

(a) Group Four and the Client each binds itself and its partners (if any), successors, executors, administrators, permitted assigns and legal representatives to the other party to these Terms of Engagement and to the parties (if any), executors, successors, administrators, permitted assigns and legal representatives of the other party to these Terms of Engagement.

(b) Neither Group Four nor the Client shall assign, sublet or transfer any right or obligation under the Agreement without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under these Terms of Engagement.

(c) Nothing contained in this Clause shall prevent Group Four from employing such persons or companies as it may deem appropriate to assist it in the performance of these Terms of Engagement.

5.2 Consultation

If circumstances arise which require the services of a specialist or specialist outside the field of Group Four, then Group Four may with the prior approval of the Client engage the appropriate consultant. The consultant shall be engaged at the Client's expense and on its behalf. The Client's approval shall not be unreasonably withheld.

6. Definitions and Interpretation

6.1 Definitions

Except where the context requires otherwise "the Client" means the owner of the Property and to the extent appropriate includes the agents (including the builder, officers and employees of the owner "less", "persons" and "services" means the fees, expenses and services referred to in Group Four's Letters to the Client, "Group Four's Letters" means Group Four's correspondence relating to the proposal to the Client and its confirmation of its engagement by the Client, "Building Works", "work" and "Property" means the Building Works, owner and Property as defined in the Application for the Building Permit.

6.2 Interpretation: The parties agree that a construction of these Terms of Engagement that requires

it all the provisions of these Terms of Engagement to be construed in a way that gives effect to

them. If, however, a provision of these Terms of Engagement is ambiguous or uncertain, then

(a) If the provision would not be interpreted in a way that gives effect to them, then

(b) If the provision would not be interpreted in a way that gives effect to them, then

(c) If the provision would not be interpreted in a way that gives effect to them, then

(d) If the provision would not be interpreted in a way that gives effect to them, then

(e) If the provision would not be interpreted in a way that gives effect to them, then

(f) If the provision would not be interpreted in a way that gives effect to them, then

(g) If the provision would not be interpreted in a way that gives effect to them, then

(h) If the provision would not be interpreted in a way that gives effect to them, then

(i) If the provision would not be interpreted in a way that gives effect to them, then

(j) If the provision would not be interpreted in a way that gives effect to them, then

(k) If the provision would not be interpreted in a way that gives effect to them, then

(l) If the provision would not be interpreted in a way that gives effect to them, then

(m) If the provision would not be interpreted in a way that gives effect to them, then

(n) If the provision would not be interpreted in a way that gives effect to them, then

(o) If the provision would not be interpreted in a way that gives effect to them, then

(p) If the provision would not be interpreted in a way that gives effect to them, then

(q) If the provision would not be interpreted in a way that gives effect to them, then

(r) If the provision would not be interpreted in a way that gives effect to them, then

(s) If the provision would not be interpreted in a way that gives effect to them, then

(t) If the provision would not be interpreted in a way that gives effect to them, then

(u) If the provision would not be interpreted in a way that gives effect to them, then

(v) If the provision would not be interpreted in a way that gives effect to them, then

(w) If the provision would not be interpreted in a way that gives effect to them, then

(x) If the provision would not be interpreted in a way that gives effect to them, then

(y) If the provision would not be interpreted in a way that gives effect to them, then

(z) If the provision would not be interpreted in a way that gives effect to them, then

Group Four Building Surveyors
ABN 96168963425
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149
TEL (03) 9544-0544
FAX (03) 9544-0244
EMAIL reception@groupfour.com.au

57404



BUILDING SURVEYORS

ABN: 30 600 047 452

Web page: www.egbp.com.au

Email: egbp@egbp.com.au

FORM 6
Regulation 1005
Building Act 1993
Building Regulations 2006

OCCUPANCY PERMIT

OWNER

Macgrow Investments Pty Ltd
PO Box 387
Traralgon 3844

BUILDER

Simonds Industries P/L
105-107 Argyle Street
Traralgon 3844

Property details

No: 58 Lot: 421 Donegal Avenue Traralgon 3844

Municipal District

PS628384C Volume 11286 Folio 408
Latrobe City Council

Building Details

Description of Building Works:
Project use
BCA Class

Construction of single dwelling & garage
a detached house and garage
1a(i)&10a

Occupancy Permit no

20158428/0

Date of issue

Thursday, 10 December 2015

Occupancy Inspection Date

25/11/2015

Inspection Records

Inspection of pre-slab
Inspection of steel for slab
Inspection of framework
Inspection for Occupancy permit

Date: 7/09/2015
Date: 8/09/2015
Date: 15/10/2015
Date: 10/12/2015

Relevant Building Surveyor

Brian Ross

Registration No: BS-U1274

Signature:

BAIRNSDALE - Head Office
30 Macleod Street Bairnsdale
PO Box 1495 Bairnsdale 3875
Phone 5153 0199, Fax 5153 0198

CASTLEMAINE
3 Johnstone Street, Castlemaine
PO Box 427 Castlemaine 3450
Phone 5472 4998, Fax 5470 6895

TRARALGON
20 Broad Street, Traralgon
P.O. Box 304 Traralgon 3844
Phone 5176 5599, Fax 5176 5755



**Domestic Building Insurance
Certificate of Insurance**

Policy Number 410063684BWI-467

QBE Insurance (Australia) Ltd
828 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



MACGROW INVESTMENTS PTY LTD
PO BOX 387
TRARALGON 3844

Account Number
41BWEBM01
Date Issued
13/10/2015

Policy Schedule Details

Certificate In Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the Insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Domestic Building Work

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

At the property

LOT 421,58 DONEGAL AVENUE
TRARALGON VIC 3844

Carried out by the builder

SIMONDS HOMES VICTORIA PTY LTD
ACN: 050 197 610

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

For the building owner

MACGROW INVESTMENTS PTY LTD
STEVE MOMENAMIN

Pursuant to a domestic building contract dated

16/09/2015

For the contract price of

\$202,192.00

Type of cover

Cover is only provided if SIMONDS HOMES VICTORIA PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order*

Period of cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

The maximum policy limit for all claims made under this policy is

\$300,000 all inclusive of costs and expenses*

The maximum policy limit for all claims for non-completion of the domestic building works is

20% of the contract price*

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



**Domestic Building Insurance
Certificate of Insurance**

Policy Number 410083684BW1-467

QBE Insurance (Australia) Ltd
828 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2866
Fax: (03) 9246 2811
ABN: 78 003 191 035
AFS License No: 239645



Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner in relation to the domestic building work undertaken by the builder.

Issued by QBE Insurance (Australia) Limited for and on behalf of

Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium	\$821.00
GST	\$82.10
Stamp Duty	\$90.31

Total	\$993.41
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IMPORTANT:

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



GROUP FOUR
BUILDING SURVEYORS

Property Details

Lot 2 58 Donegal Avenue, TRARALGON

Title Details: LP/PS: PS 734366P, Vol: 11620, Folio: 446

City/Shire:

Project Description

Construction of Detached dwelling (1a)

Building Details

Part of Building	Permitted Use	BCA Class	Max permissible floor loading
Detached dwelling	Residential	1a	1.5

ALTERNATE SOLUTION

An alternative solution was used to determine compliance with the following performance requirements of the BCA that relate to this project:
P2.2.2 & P2.2.3 - To allow the damp proof course/finishing and weepholes to be level with the paving at the entry to the roofed porch and all access.

P2.2.2 & P2.2.3 - To allow the damp proof course/finishing to be partly below the finished concrete level where the masonry wall is fully protected by a roof at the front entry and all access area.

CONDITIONS

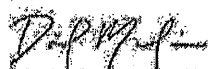
All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.

All landscaping to ensure a vapour barrier is installed and maintained to the edge beam of the slab. Such vapour barrier is to extend above the height of soil.

All landscaping works to maintain a minimum distance from below weep holes of 150mm to ungraded soil; or 75mm to paving or graded soil; or 50mm to paving with a roof cover.

External steps & landings to be maintained to comply with BCA 3.9.

SIGNED


Building Surveyor: David Madala
Registration No: BS-U 27484

Date of OP Inspection: 18-May-2016

Date of Issue: 18-May-2016

Group Four Building Surveyors
ABN 96158953425
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 2149
TEL (03) 9544-0544
FAX (03) 9544-0244
EMAIL enquiries@groupfour.com.au

Code 135

Residential Tenancy Agreement®



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

Residential Tenancies Act 1997

(Section 26(1))

(Regulation 8(1))

THIS agreement is made on the **18th** day of **December**, 20 **20**

at **Addison Real Estate Pty Ltd**

BETWEEN **Mathew Abbey**
(LANDLORD) C/- 61 Hotham Street, TRARALGON VIC 3844

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

(*whose agent is **Addison Real Estate Pty Ltd**
105 113 237
61 Hotham Street Traralgon Vic 3844
03 5174-7111)

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

AND **Tyler Grassens**
(TENANT) **58 Donegal Avenue, TRARALGON VIC 3844**

Tahlia Winter
58 Donegal Avenue, TRARALGON VIC 3844

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

1. PREMISES

The LANDLORD lets the premises known as **2/58 Donegal Avenue, TRARALGON VIC 3844**

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

2. RENT

The rent amount is (\$)**340.00** The date the first rent payment is due is **18 / 12 / 2020**

The rent amount will increase to (\$) _____ The date the first rent payment at the increased rate is due
is ____ / ____ / 20 ____

Pay period: ☒ weekly ☐ fortnightly ☐ monthly _____ (insert the date of each month when the rent is due)

Place of payment: **Addison Real Estate Pty Ltd**

3. BOND

The TENANT must pay a bond of (\$)**1,473.00** to the LANDLORD/agent on **18 / 12 / 2020**

In accordance with the **Residential Tenancies Act 1997**, the LANDLORD must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

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

NAME **Tyler Grassens**

AMOUNT \$ _____

NAME **Tahlia Winter**

AMOUNT \$ _____

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

4. PERIOD

(a) The period of the agreement is **Twelve (12) Months**

commencing on the **18th** day of **December, 2020**

and ending on the **18th** day of **December, 2021**

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

OR

(b) The agreement will commence on _____ day of _____, 20 _____

and continue until terminated in accordance with the **Residential Tenancies Act 1997**.

4A. CONSENT TO ELECTRONIC SERVICE

(1) Express Consent

The TENANT: **Tyler Grassens**

[Check one box only]

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

Email address **the_tyler_label@hotmail.com**

OR

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

The TENANT: **Tahlia Winter**

[Check one box only]

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

Email address **tahlia.jane@hotmail.com**

OR

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

The LANDLORD: **Mathew Abbey**

[Check one box only]

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

Email address _____

OR

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

(2) Inferred Consent

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

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(3) **Change of Electronic Address**

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

(4) **Withdrawal of Consent**

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

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

5. CONDITION OF THE PREMISES

The LANDLORD must -

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

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

6. DAMAGE TO THE PREMISES

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

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

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

7. CLEANLINESS OF THE PREMISES

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

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

8. USE OF PREMISES

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

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

9. QUIET ENJOYMENT

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

10. ASSIGNMENT OR SUB-LETTING

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

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

11. RESIDENTIAL TENANCIES ACT 1997

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

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

*Schedule of items (See Clause 1)

No pets.

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ADDITIONAL TERMS

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

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

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

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

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

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

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

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

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

13. Other use of my premises

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

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

14. Utility charges at my premises

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

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

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

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

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

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

- 14.5** If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.
- 15. My insurances for my premises**
- 15.1** If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased. Unless you are entitled to do so by the **Residential Tenancies Act 1997** or some other legislation.
- 15.2** If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.
- 15.3** My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.
- 16. Light globes and fluorescent tubes at my premises**
- 16.1** You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.
- 17. You must tell me about defects at my premises**
- 17.1** When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 18. Damage to my premises**
- 18.1** You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.
- 18.2** Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.
- 18.3** When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.
- 18.4** If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.
- 19. You will indemnify me in certain circumstances if things go wrong at my premises**
- 19.1** If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.
- 19.2** If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.
- 20. Smoke detectors and heaters at my premises**
- 20.1** If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 20.2** If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

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- 20.3** You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises**
- 21.1** Except as allowed by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.
- 21.2** Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.
- 21.3** You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 21.4** Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.
- 21.5** Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.
- 22. Storage and removal of waste and rubbish at my premises**
- 22.1** You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2** If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3** You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4** An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.
- 23. Hanging washing at my premises**
- 23.1** If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 23.2** If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners corporation rules.
- 24. Looking after the garden at my premises**
- 24.1** If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 24.2** These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.
- 24.3** If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4** If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 25. Pets at my premises**
- 25.1** Before you have a pet of any description at my premises you must request my permission by completing the "Pet request form", which is available at consumer.vic.gov.au/renting. If you are seeking permission to have more than one pet, you must complete a separate form for each pet.

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

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- 29.2** If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.
- 29.3** You may change the code of an alarm at my premises.
- 29.4** If you change the code, you must tell me or my managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.
- 30. 'To Let', 'auction' and 'for sale' signs at my premises**
- 30.1** You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 30.2** You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 31. Owners corporation rules and my premises**
- 31.1** If there is an owners corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)
- 31.2** You must comply with the rules of the owners corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.
- 31.3** You do not have to contribute to owners corporation capital costs or other expenses payable by me.
- 32. You cannot use your bond to pay your rent for my premises**
- 32.1** You acknowledge the **Residential Tenancies Act 1997** provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.
- 32.2** You also acknowledge the **Residential Tenancies Act 1997** allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.
- 33. Increasing the rent for my premises**
- 33.1** If this is a fixed term residential tenancy agreement, I will not increase the rent before the term ends unless the agreement
- (a) provides for a rent increase within the fixed term of a specified amount and the increase is not more than that amount; or
 - (b) specifies the method by which a rent increase within the fixed term is to be calculated and the increase is not more than an amount calculated using that specified method.
- 33.2** If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term, I will give you at least 60 days notice of the increase. The notice I give you will be in the form prescribed for the purpose.
- 33.3** If this is a periodic residential tenancy agreement -
- (a) if I propose to increase your rent, I will give you at least 60 days notice; and
 - (b) the notice I give you will be in the form prescribed for the purpose.
- 33.4** I acknowledge I must not increase your rent at intervals of less than 12 months.
- 34. Receipt of condition report / statement of rights and duties for my premises**
- 34.1** You acknowledge, before you took occupation of my premises, you received from me or my managing agent -
- (a) two copies of a condition report signed by me or by my managing agent; and
 - (b) a written guide '*Renting a home: a guide for tenants*' authorised and published by the Victorian Government setting out my rights and duties as your LANDLORD and your rights and duties as my TENANT. If you consented to receiving notices electronically this guide may be provided to you electronically.
- 35. Notice**
- 35.1** Unless provided for otherwise by the **Residential Tenancies Act 1997**, Residential Tenancies Regulations or any other legislation, non-electronic service of written notices to the LANDLORD may only be effected by post or hand

Code 135

Residential Tenancy Agreement®



delivery to:

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

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

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

TW TG

Residential Tenancy Agreement®



ADDISON
REAL ESTATE PTY LTD
YOU BEGIN AS A CLIENT. YOU BECOME A FRIEND
PO Box 1122, 61 Hotham Street Traralgon 3844
Telephone: (03) 5174 7111 Fax: (03) 5174 4366
(insert signature of LANDLORD)

SIGNATURES

LANDLORD

Mathew Abbey

TENANT

Tyler Grassens

(insert signature of TENANT)

Tahlia Winter

(insert signature of TENANT)

TG

TL

Residential Tenancy Agreement®



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

1. If there is no agent specified on page 1 of the Residential Tenancy Agreement:
 - (a) The Landlord's full name and address for the service of documents is the Landlord's name and address specified on page 1 of the Residential Tenancy Agreement.
 - (b) The landlord's emergency telephone number to be used in the case of the need for urgent repairs is
2. If there is an agent specified on page 1 of the Residential Tenancy Agreement:
 - (a) The agent's full name and address for the service of documents is the agent's name and address specified on page 1 of the Residential Tenancy Agreement.
 - (b) The agent's phone number is specified on page 1 of the Residential Tenancy Agreement.
 - (c) The agent's telephone number for urgent repairs is **03 5174 7111**
 - (d) The agent can authorise urgent repairs
 - (e) If the agent can authorise emergency repairs, the maximum amount for repairs which the agent can authorise is **\$1,800.00**

NOTE TO LANDLORDS

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

ACKNOWLEDGEMENT BY TENANT

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

Signed: _____ Date: _____

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

Signed: _____ Date: _____

TW TG



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Internet: www.addisonrealestate.com.au

36. The tenant agrees that as per section 35 of the Act, they shall return the condition report to the Agent within three (3) business days of receiving the condition report. Failure to return the condition report may result in a breach of the act. Acceptance of Agents copy being conclusive evidence of the state of repairs or general condition of the premises as at the commencement of the tenancy. A copy of the condition report and the tenancy agreement will be provided to the tenant for their records upon collection of keys, further copies requested will incur a \$5.00 charge.

37. The tenant agrees to notify the agent of any new & altered telephone numbers.

38. The tenant agrees to have the carpets professionally steam cleaned for removal of stains and restore carpet to original condition at termination of the lease agreement. A copy of the receipt must be supplied to the Agent.

39. The tenant agrees to thoroughly clean the property throughout both internally and externally. The cleanliness of the property as stated on the ingoing condition report will be used as a guideline taking into consideration the agents allowance for fair wear and tear. In the event where the tenant has given the appropriate Notice to vacate, the tenant agrees that all cleaning and repairs of damage for which they are responsible will be attended PRIOR to the date the keys are handed in.

40. The tenant agrees to permit the agent to show prospective tenants through the property once 28 days notice is given, with the prior consent of the tenant.

41. The tenant agrees that they are responsible for regular maintenance of the lawns and gardens at the property throughout the tenancy. The tenant must keep the garden neat and weed free at all times. In the event the lawns and gardens are not maintained to the landlord/agent's satisfaction, the tenant agrees that the landlord shall employ a gardener at the tenant's expense.

42. The tenant agrees that NO PETS will be kept on the premises.

43. The tenant agrees that if they require access to the property as a result of mislaid or lost keys outside business hours, a \$50 call out fee will apply, this is payable immediately upon receiving keys, During business hours the tenant is required to pay a \$50 cash bond that will be returned once keys have been returned.

44. The tenant agrees that they will not change a lock at the property without permission from the landlord/agent. If permission is granted, the tenant agrees to deliver a key to the agent within 24 hours of having the lock changed.

45. The tenant acknowledged that they have given permission for the landlord/agent to notify all authorities of identification details. Eg. Gippsland Water.

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Witness By (Agent): _____

Date: 21/11/2020



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46. The tenant agrees that if they wish to vacate the property, 28 days notice in writing must be given prior to the expiration of the lease agreement or on a month by month basis, 28 days prior to vacating the property.

47. The tenant acknowledges that while on a lease agreement, they are liable for continued rental payments should they vacate the property prior to expiration of this lease agreement, until termination of this lease, or a new tenant takes up occupancy. The tenant acknowledges they are to pay up to a further two weeks rent in reimburse the landlord, should they vacate the premises prior to the expiration date of the lease agreement.

48. The tenant agrees that if the lease agreement reverts to a month by month basis, all conditions of the original lease agreement and condition report remains the same.

49. All rent MUST be paid two weeks in advance and kept in advance at all times during the term of the lease. If the tenant is unable to meet his/her rental obligations, the tenant shall contact the rental department at this office to make payment arrangements. Such arrangements, once made, must be adhered to. Failure to do so may result in Notice to Vacate and/or an Application to Tribunal for possession of the property.

50. The tenant agrees that the bond must not be used for rent at the termination of the lease. As per section 428 of the Residential Tenancies Act, the tenant may be liable for a breach of the Act and a penalty of 10 penalty units.

51. The tenant agrees that if a cheque has been dishonoured, the tenant will pay the dishonour fee and the cheque amount immediately after notice of failed transaction. All future payments will be paid via Eftpos, BPay or Direct to Rental Account.

52. The tenant agrees that receipts for rental payments forwarded by mail in the form of Cheque or Money order will not be sent out unless accompanied by a self addressed envelope.

53. The tenant agrees that a maintenance request form MUST be completed for all maintenance required to the premises.

54. The tenant agrees that if a tradesperson is called to the property and no fault is found, the tenant will incur the cost of the invoice.

55. The tenant agrees that if a tradesperson is called to the property and fault is found to be as the result of misuse, be it accident or otherwise, the tenant will incur the cost of the invoice.

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Witness By (Agent): _____

Date: 21/12/2020



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56. The tenant agrees that in the event of electrical/gas appliances malfunctioning i.e dishwasher, air-conditioner, gas wall furnace etc., to incur all maintenance costs of the damage was caused by tenants misuse or negligence.

57. The tenant acknowledges and agrees that they are responsible for and will attend or repair at their expense during the course of the tenancy:

- a) Tap washers, fuses and shower screen rollers
- b) The maintenance of garden i.e. mowing, whipper snipping, weeding & watering.
- c) Blocked sewer & drainage pipes if blockages were caused by tenant.
- d) Repair of screens/flywire in the event of breakage
- e) Removal of pests eg: spiders, bees, ants, etc. From property.
- f) Lighting of pilot lights to all gas appliances.
- g) Damage caused through lack of ventilation including mould and mildew
- h) Replacing smoke detector batteries twice yearly
- i) Replacement of all light globes and all fluorescent tubes & starters.

58. The tenant agrees that no mechanical repairs will be carried out on the premises of any unregistered vehicles and the tenant agrees that they shall NOT park or drive on the lawns and nature strip or garden area of the property.

59. The tenant agrees that if there is a swimming pool on the property, they are responsible for maintenance of the pool and safety of other persons, including residents and visitors.

60. The tenant agrees that they shall not add nails, screws, picture hooks or deface the surface the walls of the property or use adhesive tape or blutack which will remove paint or damage walls without the landlord's permission.

61. The tenant agrees that if there is any damage to the property whatsoever (fair wear and tear excluded), the tenant shall repair or replace same to the satisfaction of the landlord/agent.

62. The tenant agrees to take care against all damaging, furniture marks or walls, ceiling and architraves. The tenant agrees to respect neighbours, noise levels will be kept to a minimum and observe all Body corporate rules as appropriate.

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Witness By (Agent): _____

Date: 21/12/2020



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63. The tenant agrees that no change in tenancy will occur without written Agent/landlord approval. In a multiple tenancy should any party wish to vacate the premises, the remaining parties shall resume liability of full rental payments and any further cost. If a further tenant wished to occupy the premises, a separate application form must be completed and approved by the Agent/Landlord prior to moving in.

64. The tenant agrees that they will not allow any visitors to this property to act in a manner contrary to this agreement and failure for the visitors to comply will result in any expense incurred to be payable by the tenant.

65. The tenant acknowledges that the owner requests that there be no smoking inside the premises. Any smoking on the property is to be conducted outside. The tenant acknowledged that any damage caused as a result of smoking inside the property will be repaired & or restored back to the condition as a per condition report (fair wear & tear considered).

66. The tenant acknowledges that the initial ignition and pilot lighting of all gas/electric amenities connected to the property (HWS, Heater, Stove, etc.) are the responsibility of the tenant/s. In the event of a tradesman/serviceman being sent to the property to carry out repairs and; (a) No fault can be found the tenant/s shall be liable for the service call charge and; (b) If an arrangement has been made with the tenant/s for a tradesman/serviceman to call to the property at a particular time and they cannot gain access, the tenant/s shall be liable for the service call charge.

67. The tenant acknowledges that they will be entered onto the National Tenancy Database upon signing leases.

68. The tenant acknowledges that an administration cost of \$66.00 (including GST) will be applicable for all tenant transfers.

69. Only _____ people will occupy the premises, including _____ adults and _____ children.

The tenant(s) agree that they have read and understood the above information and that this Annexure 'A' forms part of the tenancy agreement.

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____

Witness By (Agent): _____

Date: 1/2 21/12/2020



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FORM 2

TENANT AGREEMENT ANNEXURE "A" –

This Annexure "A" has been prepared to highlight important issues during your tenancy. Some of the information may be contained in the terms and conditions of the Tenancy Agreement as a general statement, which must be read and understood. This Annexure "A" has not been written to contract outside of the Act, void, modify or change any terms and conditions in the Tenancy Agreement or Residential Tenancies Act.

USE OF PREMISES

The tenant agrees not to use the premises for any purpose other than for residential purpose without the written consent of the landlord.

The tenant agrees not to do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

The tenant agrees to deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the health department or local council. Such rubbish receptacle shall be kept only in place provided and placed out by the tenant for collection by the local council or health department and returned to its allocated place.

The tenant agrees not to hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.

The tenant agrees not to keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.

The tenant agrees not to carry out any mechanical repairs or spray painting of any motor vehicle, boats or motor cycles in or around the property including common property. The tenant agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land or common property on which it is situated to the original condition forthwith.

LEGISLATION COMPLIANCE

The tenant agrees to comply with any Act, Regulation, Rule or direction of any government, semi government or statutory body.

PETS (IF APPLICABLE)

NO pets are allowed on the property unless you have written consent from the landlord. The tenant agrees that should the landlord approve pets to be kept on the premises a formal pet agreement will be entered into. Failure to enter into a pet agreement will constitute a breach of agreement for the keeping of pets at the property. (Note: written consent of the Body Corporate Committee will be necessary in an own-your-own-unit.)

The tenant(s) agrees that they have read and understood the above information and that this Annexure "A" forms part of the tenancy agreement.

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Witness By (Agent): _____ Date: 21/12/2020



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RENT INCREASE

The tenant agrees that in accordance with the provisions of section 44 of the Residential Tenancies Act 1997, that the landlord may other than within the terms specified in the schedule as the fixed term, increase the rent by giving the tenant at least sixty (60) days notice of the increase.

LIGHT GLOBES

The tenant agrees to replace all lighting tubes and globes to the premises at their cost, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

SMOKE DETECTORS

The tenant agrees to check each smoke detector in the premises weekly to confirm that it is kept fully operational. These checks are to ensure the safety of the tenant and the security of the premises. The tenant agrees to replace the battery in each smoke detector on or about 1 January each year (or earlier if this becomes necessary). The tenant also agrees to immediately notify the landlord/agent of any faulty smoke detector (and confirm this advice to the landlord/agent in writing the same day).

MAINTENANCE

The tenant agrees to notify the landlord/agent of all maintenance requests in writing and agrees to confirm with the agent receipt of the request.

DISHONOURD CHEQUES & RENT PAYMENTS

The tenant agrees that pursuant to section 428 of the Residential Tenancies Act 1997, the tenant shall not refuse to pay rent on the grounds that the tenant intends to regard as rent paid by the tenant, the bond or any part of the bond paid in respect of the premises. The tenant agrees that failure to abide by this section of the Act renders the tenant liable to a penalty of approximately \$1000.00.

Cheques that have been refused by the bank for any reason will attract a fee to cover the bank charges and processing costs. The tenant agrees to pay this cost.

PARKING OF CARS

Cars, motorbikes, boats, trailers and vans are only to be parked in the designated approved areas. It is prohibited to park on the front lawn areas, body corporate common areas (if app.), nature strips or other lawn areas etc. Oil stains on driveways are the tenant's responsibility to clean and remove. Should a vehicle have an oil problem, we strongly recommend that a drip tray is purchased. Unregistered vehicles are not to be kept at the property unless they are properly garaged and the only vehicle that is own.

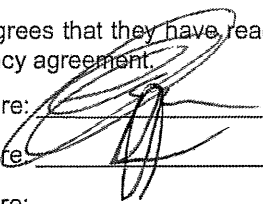
POT PLANTS

The tenant agrees to ensure that pot plants are raised off of the carpet to avoid water damage or staining.

CARPET STAINS

The tenant agrees to remove marks and stains on the carpet immediately before serious and permanent damage occurs. If necessary, a professional carpet cleaner should be engaged. It is recommended that the carpets are professionally cleaned every 12 months.

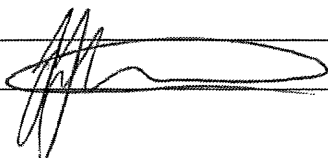
The tenant(s) agrees that they have read and understood the above information and that this Annexure "A" forms part of the tenancy agreement.

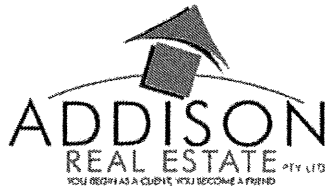
Tenants Signature:  Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Witness By (Agent):  Date: 21/12/2020



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ALTERATIONS

The tenant agrees not to alter, paint or affix any sign, object, construction or antenna onto the premises or affix any nail, screw, hook, blue tack, sticky tape, fastening, tacks or adhesive to the interior of the premises without the prior written consent of the landlord or agent.

POOL MAINTENANCE (IF APPLICABLE)

The tenant agrees that it is their responsibility to keep the pool in a well-maintained safe condition. The pool must be clean and vacuumed, water balanced, filter cleaned and timers set (where fitted). All pool equipment must be accounted for and securely stored. A certificate is to be supplied by a reputable pool service company once every month authenticating the condition of the pool and water. If it is noted that the pool is not being maintained, the tenant will be given 48 hours' notice to rectify the problem. Failure to comply with this will result in a professional pool cleaner attending the property. The tenant agrees to pay for any associated costs to restore the pool to its original condition, if caused from tenant neglect.

POOL FENCING

The tenant agrees that if they erect a portable pool at the property they will ensure that the fencing requirements are in accordance with legislation requirement to minimise potential risk.

LAWNS AND GARDENS (IF APPLICABLE)

The tenant agrees to keep the grounds (lawns & garden beds) in the same condition as presented at the commencement of the tenancy and not to store equipment, boxes or rubbish in the yard as it destroys the lawn and is a place for vermin to live. The tenant agrees to water the garden area, including the trees and shrubs, and to mow the lawn. Grass clippings are to be removed from the property and not put in gardens or on grass areas.

SMOKING

The tenant agrees that smoking is not permitted inside the property.

WATER CONSUMPTION & UTILITIES

The tenant agrees to pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.

INSURANCE

The tenant agrees not to allow anything to be done, which would invalidate any insurance policy on the premises or increase the premium and the agrees to pay the landlord all increased premiums and all other expenses incurred as a consequence of any breach of this term. The tenant further agrees to pay the landlord any excess amount charged or any additional premium charged by the landlord's insurance company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the tenant or by anyone on the premises with the consent of the tenant.

The tenant agrees to insure their possessions. The tenant also acknowledges that the landlord's insurance policy will not provide cover for such possessions.

INDEMNITY

The tenant agrees to indemnify the landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the tenant or anyone on the premises with the consent of the tenant. Without limiting the generality of the foregoing, the tenant shall indemnify the landlord for the cost of repairs to plumbing blockages caused by the negligence or misuse of the tenant.

The tenant(s) agrees that they have read and understood the above information and that this Annexure "A" forms part of the tenancy agreement.

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Witness By (Agent): _____ Date: 21/12/2020



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INDEMNITY (CONT.)

The tenant agrees to indemnify the landlord against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the tenant or the tenant's servants, agents and/or invitees.

The tenant agrees to notify the landlord or agent immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.

PROPERTY FOR SALE

The tenant agrees to allow the landlord or his agent to put on the premises a notice or notices "for sale" or "auction" at any time during the term of this agreement and permit access to the premises by the landlord or his agent to present the property to prospective purchasers or tenants upon 24 hours' notice or by agreement with the tenant and the landlord or the landlord's agent.

CHANGE OF LOCKS

The tenant agrees to obtain written consent from the landlord/agent prior to changing locks at the property and agrees to supply the landlord/agent with a full set of the new keys within as soon as practical.

VACATING

The tenant agrees that it is their responsibility upon the termination of the agreement to deliver the keys to premises to the agent's office and to continue paying rent until such time as the keys are delivered.

The tenant agrees that if they wish to vacate the premises at the expiration of this agreement the tenant shall give the landlord or agent written notice of the tenant's intention to vacate at least 28 days prior to the expiration of the agreement. If the tenant remains in occupation of the premises after the expiration of this agreement and does not enter into a new fixed term agreement the tenant must give written notice of the tenant's intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the tenant gives notice.

The tenant agrees that if the premises are not cleaned to the Agent's satisfaction within a reasonable time, a professional cleaner will be engaged to clean where required and the cost will be deducted from the bond.

The tenant agrees that upon vacating, to have the carpets professionally steam cleaned by a licensed operator on vacating the property, or as directed, at the tenant's own expense and a copy of the receipt is to be produced, in accordance with the condition report as supplied at the beginning of the tenancy.

The tenant agrees to allow the landlord or his agent to put on the premises a notice or notices "to let" during the last month of the term of this agreement.

The tenant(s) agrees that they have read and understood the above information and that this Annexure "A" forms part of the tenancy agreement.

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Witness By (Agent): _____ Date: 21/12/2020



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GENERAL

The tenant agrees that no promises, representations, warranties or undertakings have been given by the landlord or agent in relation to the suitability of the premises for the tenant's purposes or in respect of the furnishing, fittings or appurtenances of the premises otherwise than as provided herein.

The tenant agrees that no consent or waiver of any breach by the tenant of the tenant's obligations under the residential tenancies act 1997 shall prevent the landlord from subsequently enforcing any of the provisions of the agreement.

The tenant agrees to observe and be bound by the articles of association of the service company or the rule of the body corporate (if applicable) in so far as they relate to or affect the use, occupation and enjoyment on the premises and the common property provided that the tenant shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the landlord. The standard rules of the subdivision (body corporate) regulations, if not amended, apply to all bodies corporate.

The tenant agrees that this agreement may be amended only by an agreement in writing signed by the landlord/agent and the tenant.

The tenant(s) agrees that they have read and understood the above information and that this Annexure "A" forms part of the tenancy agreement.

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Witness By (Agent): _____ Date: 21/12/2020

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / RENNICKS CONVEYANCING PTY LTD

Your Reference: 00108174
Certificate No: 50342682
Issue Date: 21 JAN 2022
Enquiries: ESYSPROD

Land Address: 58 DONEGAL AVENUE TRARALGON VIC 3844

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42581450	2	734365	11620	448	\$339.96

Vendor: MATHEW ABBEY

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR MATHEW ROBERT ABBEY	2022	\$145,000	\$201.35	\$0.00	\$201.35

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MR MATHEW ROBERT ABBEY	2021	\$138.61	\$0.00	\$138.61

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$350,000

SITE VALUE: \$145,000

AMOUNT PAYABLE: \$339.96

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 50342682

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$145,000

Calculated as \$0 plus (\$145,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 50342682

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

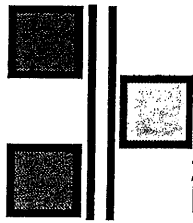


Ref: 50342682

Visa or Mastercard

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

sro.vic.gov.au/paylandtax



rennicks conveyancing pty. ltd.

217 Commercial Road, Morwell, 3840 Tel: (03) 5135 3177
PO Box 215, Morwell 3840 Fax: (03) 5135 3077 ACN 094 190 226

19 January 2022

Abbey Proposed Sale

Property: 58 Donegal Avenue, Traralgon VIC 3844

NOTICE TO PURCHASER

Residential GST Withholding Payment Notification

Section 14-255 of the Taxation Administration Act 1953.

PROPERTY: 58 Donegal Avenue, Traralgon VIC 3844

ABN: (if applicable)

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

The above property is either existing Residential Land or Premises or Commercial Residential Premises and therefore the purchaser is not required to withhold GST.

DocuSigned by:

.....A1BB6149554249E.....

Mathew Robert Abbey

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

810160

APPLICANT'S NAME & ADDRESS

RENNICKS CONVEYANCING PTY LTD C/- TRICONVEY
(RESELLER) C/- LANDATA

MELBOURNE

VENDOR

ABBHEY, MATHEW ROBERT

PURCHASER

NK, NK NK

REFERENCE

215433

This certificate is issued for:

LOT 2 PLAN PS734365 ALSO KNOWN AS 58 DONEGAL AVENUE TRARALGON
LATROBE CITY

The land is covered by the:

LATROBE PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 3
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/latrobe>)

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

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

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

LANDATA®

T: (03) 9102 0402

E: landata.enquiries@victorianlrs.com.au

19 January 2022

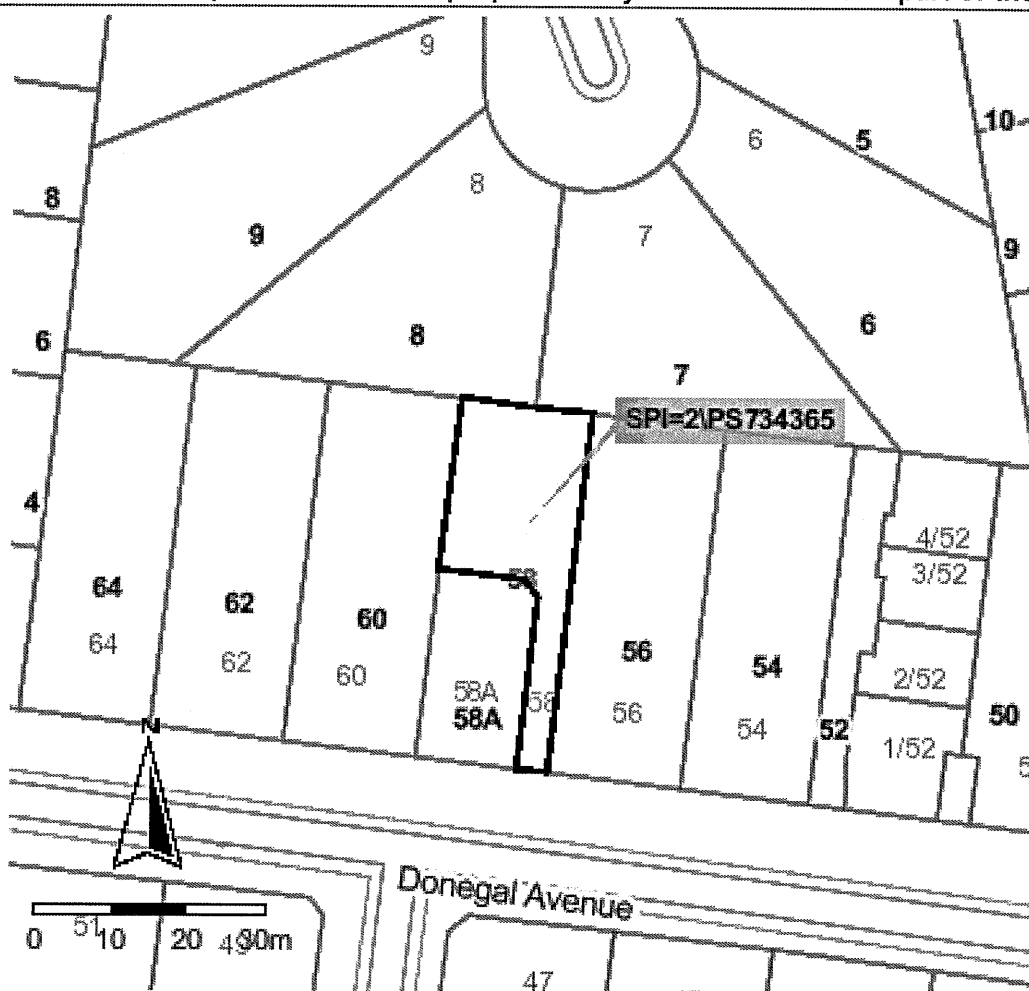
Hon. Richard Wynne MP
Minister for Planning

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

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

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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



PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 19 January 2022 12:00 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**
Council Property Number: **54306**
Directory Reference: **Vicroads 696 D9**

www.latrobe.vic.gov.au

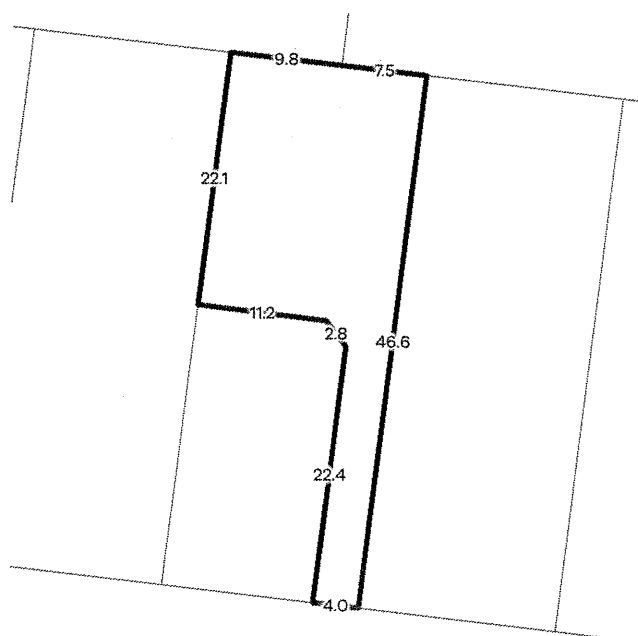
This property is not in a designated bushfire prone area.

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

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

SITE DIMENSIONS

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



Area: 0 sq. m

Perimeter: 0 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

Planning Overlay: [DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 \(DDO10\)](#)

PROPERTY REPORT

Planning scheme data last updated on 23 December 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

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

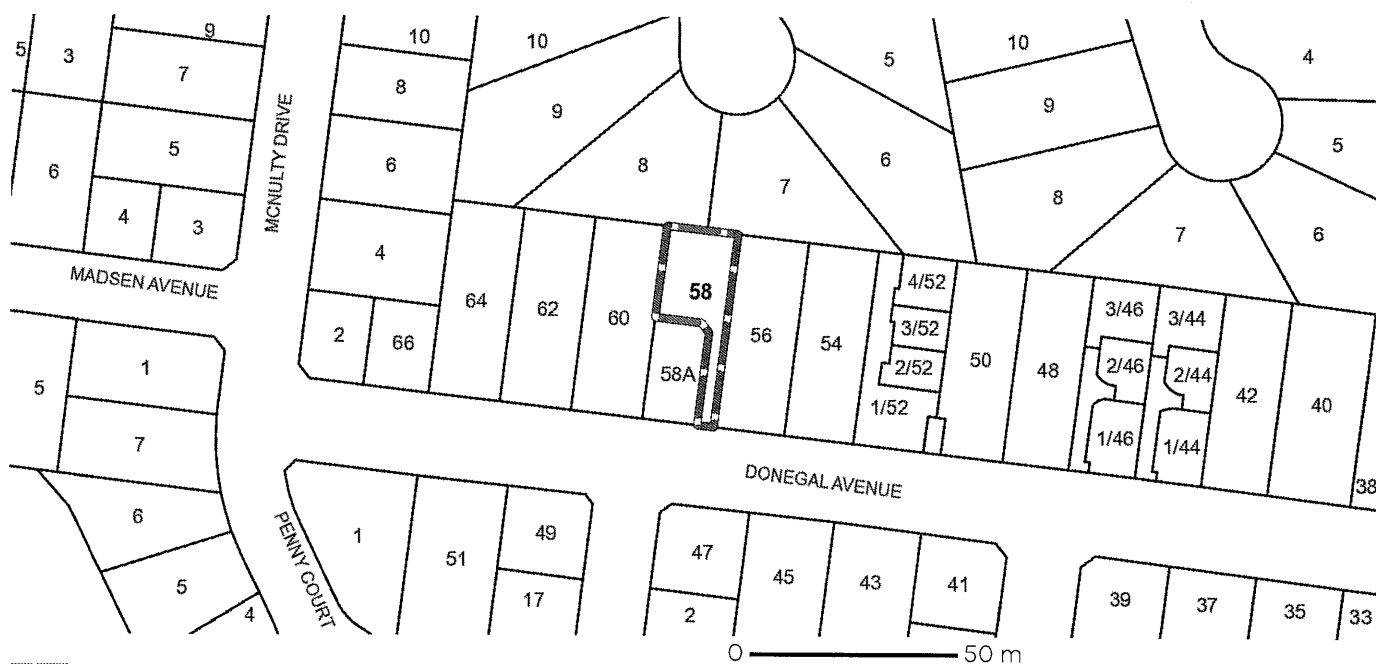
For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

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

Area Map



Selected Property

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 19 January 2022 12:00 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**
Council Property Number: **54306**
Planning Scheme: **Latrobe**
Directory Reference: **Vicroads 696 D9**

www.latrobe.vic.gov.au

[Planning Scheme - Latrobe](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

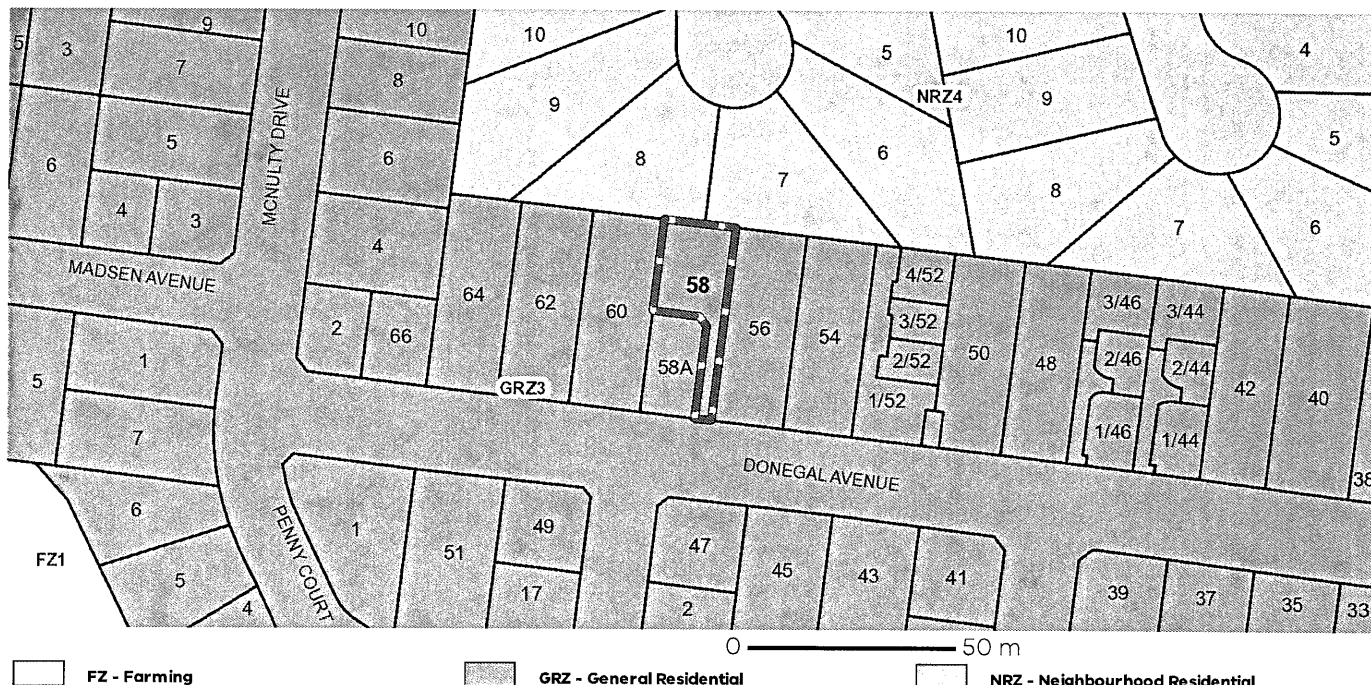
Registered Aboriginal Party: **Gunaikurnai Land and Waters
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



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

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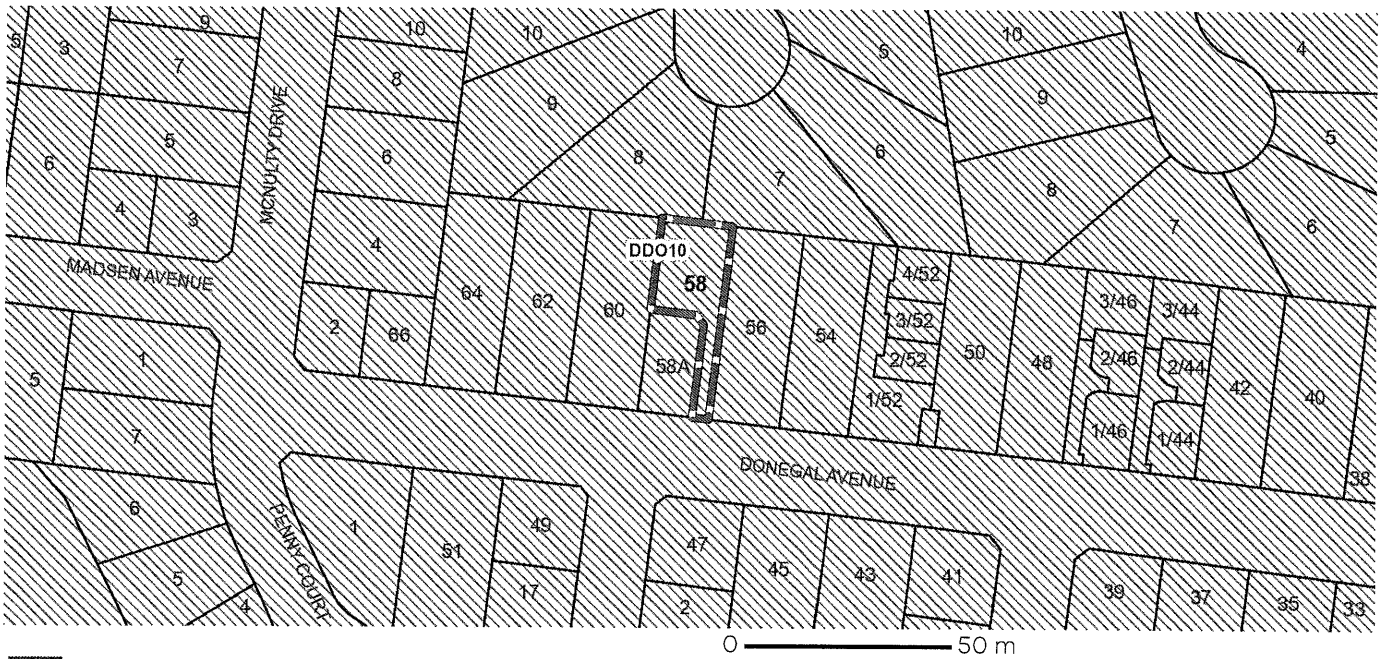
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 (DDO10)

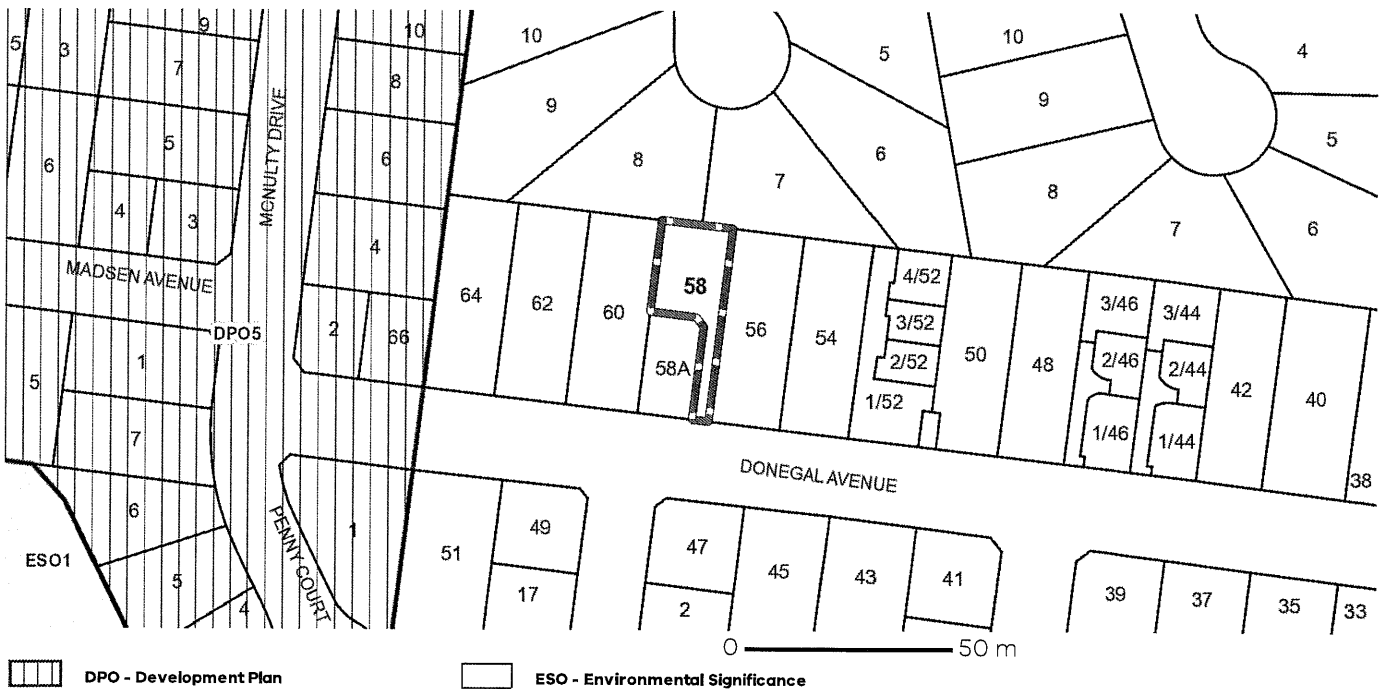


OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



Further Planning Information

Planning scheme data last updated on 23 December 2021.

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

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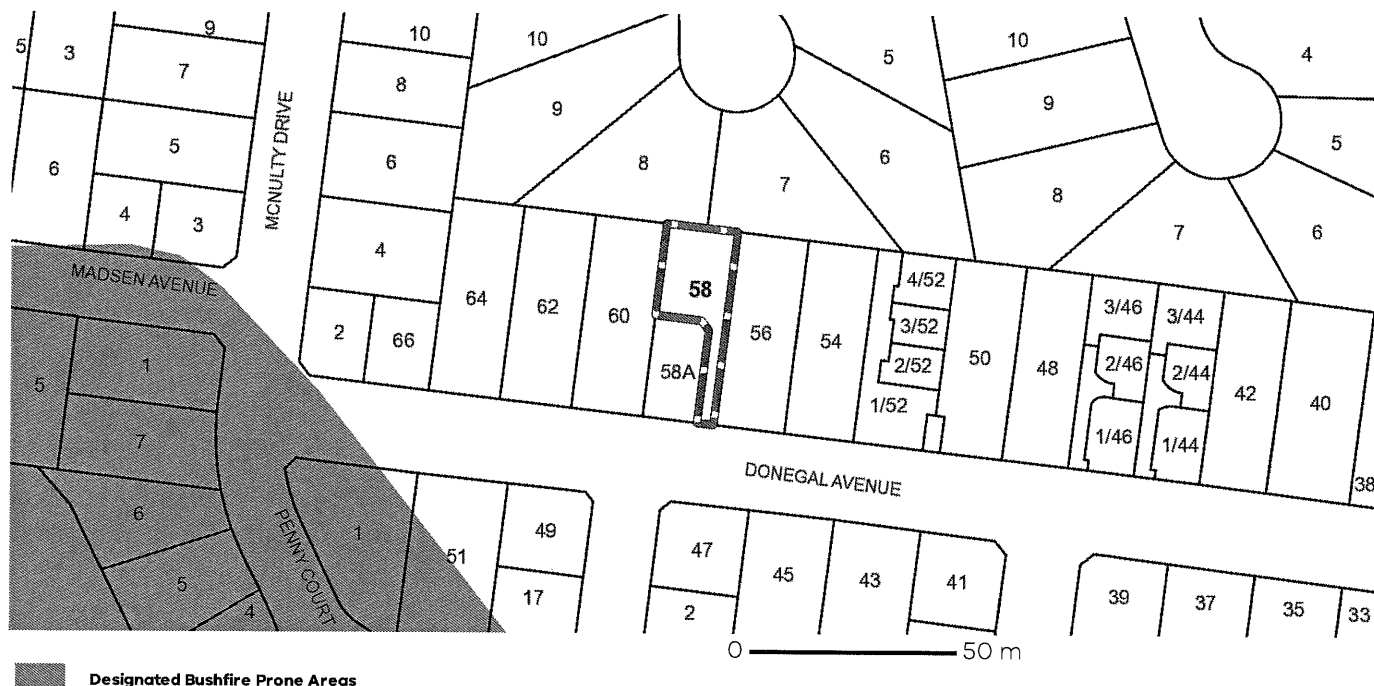
<https://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

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



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

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

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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://environment.vic.gov.au) or please contact your relevant council.

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

DATED

2022

MATHEW ROBERT ABBEY

VENDOR STATEMENT

Property: 58 Donegal Avenue, Traralgon VIC 3844

Rennicks Conveyancing Pty Ltd
Licensed Conveyancer
217 Commercial Road
MORWELL VIC 3840
Tel: (03) 5135 3177
PO Box 215, Morwell VIC 3840
Ref: SH:00108174