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	39 Fry Street, Eaglehawk 3556	
Vendor's name	Andrew Robert Reid	**Date** 2/9/25
Vendor's signature		
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

J+K LAW

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.

None to the vendors knowledge.

1.3 **Terms Contract**

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

Not Applicable.

1.4 **Sale Subject to Mortgage**

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

Not Applicable.

1.5 **Tax reform scheme land**

(i) Is the land Tax Reform Scheme Land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024? ☐ Yes X No

(ii) The Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines most recently allocated to the land is:

110.3

(iii) If the land is Tax Reform Scheme Land, the Entry Date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 is:

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title documents.

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☒

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Connected indicates that the service is provided by an authority and operating on the day of sale. The purchaser should be aware that the vendor may terminate any account with a service provider prior to settlement, and the purchaser may need to have the service reconnected.

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2 **Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

Not Applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act* 2010 (Cth)

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

Is attached.

13. ATTACHMENTS

Title Search Volume 10118 Folio 626

Copy of Plan TP085352B

Planning Report

Planning Property Report

Mine Report

Sewer Plan

Due Diligence Checklist

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 10118 FOLIO 626

Security no : 124127536391R
Produced 27/08/2025 03:11 PM

LAND DESCRIPTION

Lot 1 on Title Plan 085352B.
Created by Application No. 072421S 27/05/1993

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ANDREW ROBERT REID of 19 FRY STREET EAGLEHAWK VIC 3556
AC364454M 26/09/2003

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX912998J 17/04/2024
MACQUARIE BANK LTD

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.

DIAGRAM LOCATION

SEE TP085352B 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: 39 FRY STREET EAGLEHAWK VIC 3556

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 17/04/2024

DOCUMENT END

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Number of Pages (excluding this cover sheet)	**1**
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TITLE PLAN		EDITION 1	TP 85352B

Location of Land

Parish: AT EAGLEHAWK PARISH OF NERRING
Township:
Section: A
Crown Allotment: 44(PT)
Crown Portion:

Last Plan Reference:
Derived From: VOL 10118 FOL 626
Depth Limitation: NIL

Notations

Warning as to Dimensions
Any dimension and connecting distance shown is based on the description of the land as contained in the General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
COMPILED: 27/07/1999
VERIFIED: BC

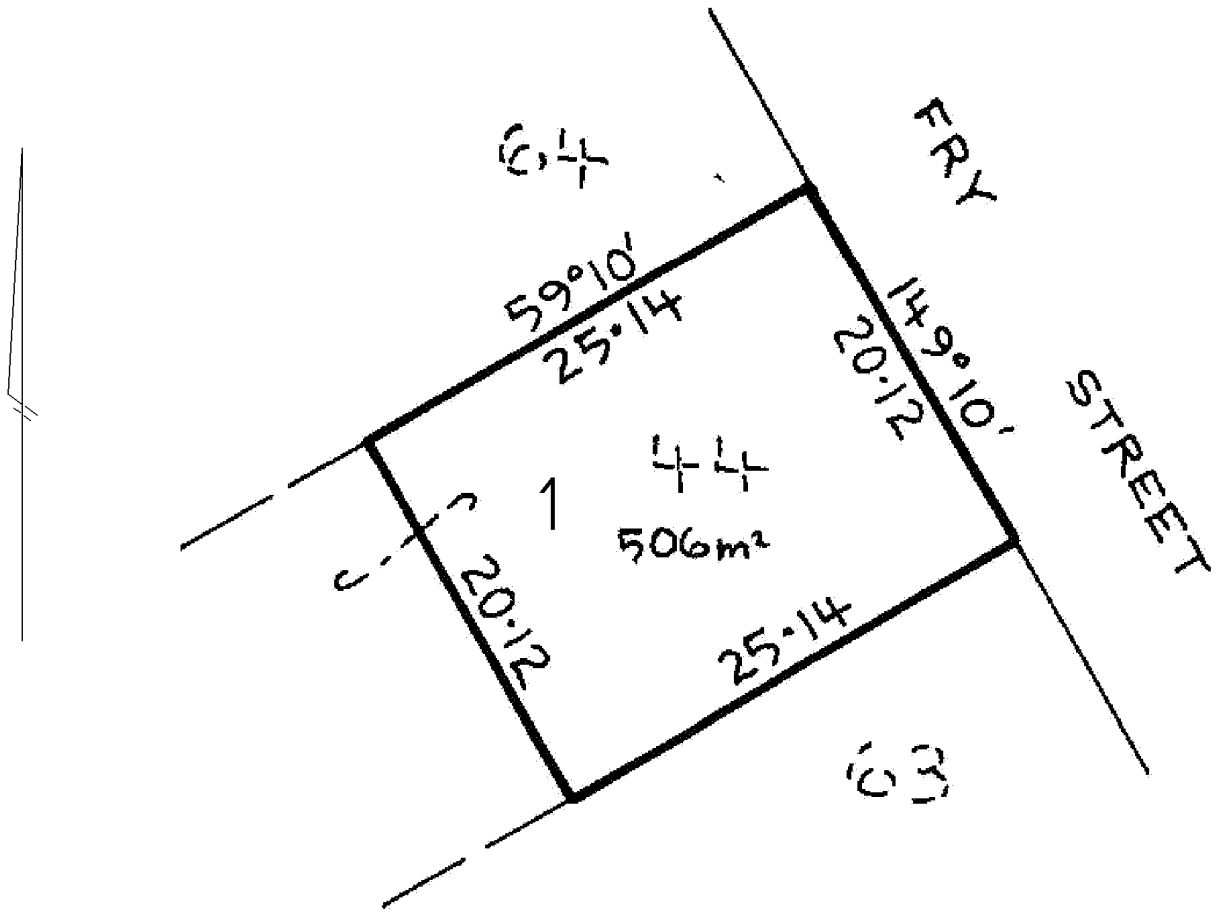


TABLE OF PARCEL IDENTIFIERS
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962
PARCEL 1 = CA 44 (PT)

LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets

houldIssue Date: 27 August 2025
Your Reference: 77907985-014-3:88660
Certificate Number: 137674

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Land Information Certificate

This Certificate is issued under Section 121 of the Local Government Act 2020. The Rates & Charges for the year ending 30 June 2026 became payable on 1 July 2025. Overdue rates attract interest at the rate of 10.0% per annum.

PROPERTY ADDRESS:	39 Fry Street, EAGLEHAWK 3556
PARCEL DETAILS:	Lot 1 TP 85352B
AVPCC:	110.3 - Detached Dwelling (existing)

ASSESSMENT NUMBER 77771 4

Site Value	$191,000	Level of Valuation	01-Jan-2025
Capital Improved Value	$340,000	Valuation Operative	01-Jul-2025
Net Annual Value	$17,000	Basis of Rate	C.I.V.

RATES & CHARGES	CURRENT AMOUNT LEVIED
General Rates	$1,003.15
Garbage Charge	$652.00
Emergency Services and Volunteer Fund	$194.80
TOTAL LEVIED	**$1,849.95**
Arrears Outstanding	$0.00
Current Legal Costs Outstanding	0.00
Arrears Legal Costs Outstanding	0.00
Interest to Date	$0.00
TOTAL OUTSTANDING	**$1,849.95**

Other Property Debt -	**$0.00**

Total Outstanding for Property **$1,849.95**

Note:In accordance with Section 175(1) of the Local Government Act 1989, all outstanding rates and charges **MUST** be paid by the purchaser when that person becomes the owner of the land.
Refer to the back of this Certificate for Prescribed, General and Other Information.

KATELYN STONE
SENIOR COORDINATOR RATES & VALUATIONS

Biller Code: 268813
Ref: 777714

To obtain an updated balance prior to settlement or for any other information regarding this certificate please contact the Rates Team Directly on 03 5434 6262. Notices of Acquisition can be forwarded to acquisitions@bendigo.vic.gov.au

PRESCRIBED INFORMATION

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

This Certificate IS NOT REQUIRED to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

GENERAL INFORMATION

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

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

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

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

Confirmation of the existence of any Housing Act 1983 Orders can be made by contacting Environmental Health & Local Laws at the City of Greater Bendigo, PO Box 733, Bendigo 3552, Telephone 1300 002 642.

There is no money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.

There is not any environmental upgrade charge in relation to the land which is owed under Section 181C of the Local Government Act 1989.

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

RATES AND CHARGES

Rates and Charges for financial year ending 30 June 2026. All Rates and Charges due by four (4) instalments due 30 September 2025, 01 December 2025, 02 March 2026 and 01 June 2026.

Interest will be charged on payments received after the due dates at the rate of 10.0% p.a. This applies to both full payment and instalments.

OTHER INFORMATION

This certificate is valid for 90 days from the date of issue. Amounts outstanding may vary if payments/adjustments are made after the issue date. It is the responsibility of the applicant to obtain an update prior to settlement.
After the issue of this certificate, Council may be prepared to provide a verbal update of the information to the applicant about the matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Updates will only be provided to the applicant.

PLEASE NOTE: Updates will not be provided after the 90 day period has passed, a new certificate will be required.

Property Clearance Certificate

Land Tax

INFOTRACK / J & K LAW

Your Reference:	2514859
Certificate No:	92951011
Issue Date:	27 AUG 2025
Enquiries:	ESYSPROD

Land Address: 39 FRY STREET EAGLEHAWK VIC 3556

Land Id	Lot	Plan	Volume	Folio	Tax Payable
18268999	1	85352	10118	626	$0.00

Vendor: ANDREW ROBERT REID

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR ANDREW ROBERT REID	2025	$191,000	$0.00	$0.00	$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$335,000
SITE VALUE (SV):	$191,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 92951011

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $191,000

Calculated as $975 plus ($191,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $3,350.00

Taxable Value = $335,000

Calculated as $335,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 92951011

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: 92951011

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / J & K LAW

Your Reference:	2514859
Certificate No:	92951011
Issue Date:	27 AUG 2025
Enquires:	ESYSPROD

Land Address:	39 FRY STREET EAGLEHAWK VIC 3556

Land Id	Lot	Plan	Volume	Folio	Tax Payable
18268999	1	85352	10118	626	$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$335,000
SITE VALUE:	$191,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92951011

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
   - the request is within 90 days of the original Certificate's issue date, and
   - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / J & K LAW

Your Reference:	2514859
Certificate No:	92951011
Issue Date:	27 AUG 2025

Land Address:	39 FRY STREET EAGLEHAWK VIC 3556

Lot	Plan	Volume	Folio
1	85352	10118	626

Vendor: ANDREW ROBERT REID

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 92951011

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 92951011

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: 92951011

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

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

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

Residential Rental Agreement

for

39 Fry Street, Eaglehawk VIC 3556

This agreement is between **Andrew Reid** and **Michael Shatwell**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

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

1. Date of agreement

This is the date the agreement is signed

Wed 16/07/2025

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

2. Premises let by the rental provider

Address of premises

39 Fry Street, Eaglehawk VIC **Postcode** 3556

3. Rental provider details

Full name or company name of rental provider	Andrew Reid
Address (if no agent is acting for the rental provider)	**Postcode**
Phone number	
ACN (if applicable)	
Email address	

Rental provider's agent details (if applicable)

Full name	WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property
Address	29 Mundy Street, Bendigo, VIC **Postcode** 3550
Phone number	03 5454 1999
ACN (if applicable)	
Email address	reception@phproperty.com.au

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

4. Renter details

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

Full name of **renter 1**	Michael Shatwell
Current Address:	**Postcode**
Phone number:	0413 158 772
Email:	shatty_14@hotmail.com
Full name of **renter 2**	
Current Address:	**Postcode**
Phone number:	
Email:	
Full name of **renter 3**	
Current Address:	**Postcode**
Phone number:	
Email:	
Full name of **renter 4**	
Current Address:	**Postcode**
Phone number:	
Email:	

5. Length of the agreement

☑ Fixed term agreement — Start date: Fri 25/07/2025 (this is the date the agreement starts and you may move in)

End date: Fri 24/07/2026

☐ Periodic agreement (monthly) — Start date:

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

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6. Rent

Rent amount($) (payable in advance)	480.00
To be paid per	☑ week ☐ fortnight ☐ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	
Date first rent payment due	Fri 25/07/2025

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7. Bond

The Renter has paid the bond specified below

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

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

Rental bond amount($)	2085
Bond lodgement date	Tue 15/07/2025
Bond Lodgement No.	

Part B – Standard terms

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8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

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

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB:	633-000
Account:	12864 1172
Account name:	PH Property Trust Account
Bank Reference:	FRY39

9. Service of notices and other documents by electronic methods

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

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

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

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

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

The rental provider must complete this section before giving the agreement to the renter.
(Rental provider to tick as appropriate)

☑ Yes — Nicole Roda: nicole@phproperty.com.au

☐ No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 ☑ Yes — Michael Shatwell: shatty_14@hotmail.com

☐ No

Renter 2 ☐ Yes

☐ No

Renter 3 ☐ Yes

☐ No

Renter 4 ☐ Yes

☐ No

10. Urgent repairs

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

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

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

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

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?
If yes, the rental provider must attach a copy of the rules to this agreement.
(Rental provider to tick as appropriate)

- ☐ No
- ☑ Yes

13. Condition report

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

- ☐ The condition report has been provided
- ☑ The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety related activities

14 Electrical safety activities

(a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15 Gas safety activities

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

(a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16 Smoke alarm safety activities

(a) The rental provider must ensure that:
   i. any smoke alarm is correctly installed and in working condition; and
   ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
   iii. the batteries in each smoke alarm are replaced as required.

(b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
   i. information about how each smoke alarm in the rented premises operates;
   ii. information about how to test each smoke alarm in the rented premises;
   iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

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

17 Swimming pool barrier safety activities

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

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

(b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

(c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

(d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

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18 Relocatable pool safety activities

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

(a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

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

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19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.
The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.
If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2500.

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

(a) the renter cannot meet the cost of the repairs; or

(b) the cost of repairs is more than $2500; or

(c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

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

Part E - Additional terms

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.
Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-andservices/business-practices/contracts/unfair-contract-terms.

1.

32. **Residential Tenancy Database**
In accord with Section 439 (I) of the Act WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property subject to the Act.
33. **Rental Provider Obligations**
The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate.
The Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.
The Rental Provider must not increase the Rental more than once in every 12 months.
Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.
This Agreement may only be amended in writing signed by the Rental Provider and the Renter.
Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.
34. **Availability of Premises**
WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property will use its best endeavours so that the Premises are available on the Commencement Date.
35. **Payment of Services (Ref: S.52 of the Residential Tenancies Act)**
The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.
It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property should the power not be connected at the commencement of this Agreement.
The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.
36. **Contents Insurance**
The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.
37. **Use of Premises (including restrictions on operating a Business from the Premises, & or Short - Term Letting or Subletting without Prior Written Consent from the Rental provider)**
The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior written consent of the Rental Provider. Any request for consent must be made in writing to WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property.

38. **No Representations**
The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.
39. **Condition Report (Ref: S.35 of the Residential Tenancies Act)**
The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.
The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.
40. **No Promise of Renewal**
The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specificed in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.
41. **Rental Provider Termination (Ref: S.91 of the Residential Tenancies Act)** The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.
42. **Lost Keys**
The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property does not guarantee that it holds a spare set of keys to the Premises at its offices.
43. **Extra Keys (Ref: S.54A of the Residential Tenancies Act)** The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property at the end of the tenancy without reimbursement.
44. **Floor Protection**
If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.
45. **Changing Locks (Ref: S.70 of the Residential Tenancies Act)**
The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

46. **Comply with Insurance**
Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.
47. **No Invalidating Insurance**
The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.
48. **Protection Against Damage**
The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property or their respective contractors.
49. **Shared Services**
The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.
50. **No Servicing Vehicles**
The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.
51. **Report Damage or Injury (Ref: S.62 of the Residential Tenancies Act)**
The Renter shall notify WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.
52. **Notify Blockages**
The Renter must as soon as practicable notify the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property or their respective contractors.
53. **Alterations**
The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.
54. **Rubbish**
The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the

place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

55. **Pests (Ref: S.72 of the Residential Tenancies Act)**
The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

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

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

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

59. **Payment of Rental**
All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property from time to time. Any dishonour fees will be recovered from the Renter. The Renter shall be responsible for any bank charges due to dishonoured cheques.

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

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

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

63. **Watering System**
If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused

by the Rental Provider, WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property or their contractors.

64. **Rental Provider Repairs (Ref: S.68 & 68A of the Residential Tenancies Act)** The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.
The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property in writing.
65. **Urgent Repairs**
The Renter acknowledges that WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property is authorised to attend to urgent repairs to a maximum of $2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property during business hours or after hours information service on 03 5454
1999 or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.
66. **Vehicle Parking**
The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.
67. **Pets**
The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property may impose reasonable conditions. It is not unreasonable for the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property to keep a pet at the Premises the Renter must complete and provide a pet request form.
68. **Pools and Water Features**
The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place
69. **Rental Provider Notice**
If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

70. **Renter Notice (Ref: S.85 & 86 of the Residential Tenancies Act).** If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.
71. **Periodic Tenancy**
    If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.
72. **Return Keys**
    The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.
73. **No Set-Off (Ref: S.91Z & 211 of the Residential Tenancies Act)** The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.
74. **Remove Personal Property**
    The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.
75. **Window Cleaning (Ref: S.27C & R.12 of the Residential Tenancies Act)** If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.
76. **Carpet Cleaning (Ref: S.27C & R.12 of the Residential Tenancies Act)**If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.
77. **Definitions and Interpretation**
    All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.
78. **Electronic Notices**
    The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of WWW.PHPROPERTY.COM.AU PTY

LTD trading as PH Property. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

79. **Change of Electronic Address**
The Rental Provider and the Renter must give immediate written notice to the Other Party and WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.
80. **Withdraw Consent**
The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property but such notice shall only become effective on receipt by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property.
81. **Furnishings - (if applicable to this Tenancy)**
If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.
82. **Care for Furnishings (if applicable to this Tenancy) (Ref: S.72AA of the Residential Tenancies Act)**
The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.
83. **Repair/Replacement of Furnishings (Ref: S.33 of the Residential Tenancies Act)** At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).
84. **Cost of Repairs/Replacements (Ref: S.33 of the Residential Tenancies Act)**The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.
85. **Owners Corporation**
A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.
86. **Disclosure Statement** Copy of the Disclosure statement affecting the Premises are attached to this agreement.
87. **Assignment and Sub-Letting (Ref: S.81 & 84(3) of the Residential Tenancies Act)** If during the term of the tenancy the people in occupation of the Premises change -
The Renter must as soon as practicable notify the Rental Provider or PH Property in writing and comply with clause 27 in Part D of this Agreement.
The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or PH Property for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of PH Property as agent to manage the Premises.

88. **Rental Provider Expenses (Renter Break Lease Fees & Obligations) (Ref: S.91Z & 211 of the Residential Tenancies Act)**
If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property the following costs:

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

2.

Pet Clause - the rental provider agrees the renter can keep a at the property. the renter agrees that upon vacating they will be responsible for the pest control of fleas inside and outside of the property and to make good any holes and/or damage and repair any damage to lawns or landscaping caused by the said pets.

The renter agrees to have the curtains professionally cleaned and have any evidence of pet hair removed.

The renter agrees that should there be evidence of pet urine smells in the property it will be professionally treated or in extreme cases the carpet and underlay will be replaced in the affected areas. the renter also agrees they are liable for any damage to the property which may be caused by any of the said pets as mentioned above.

Renter Acknowledgement

1. *Michael Shatwell viewed and acknowledged at Tue, 15/07/2025 15:21 from device: iOS 18.5 iPhone Mobile Safari 18.5*

3.

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

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

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

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

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

4.

Renter Initiated Break of Lease within Fixed Term Agreement (Ref: - Additional term #88 - Rental Provider Expenses)

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property the following costs:

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

5.

Pet Clause - the rental provider agrees the renter can keep 1x DOG at the property. the renter agrees that upon vacating they will be responsible for the pest control of fleas inside and outside of the property and to make good any holes and/or damage and repair any damage to lawns or landscaping caused by the said pets.

The renter agrees to have the curtains professionally cleaned and have any evidence of pet hair removed.

The renter agrees that should there be evidence of pet urine smells in the property it will be professionally treated or in extreme cases the carpet and underlay will be replaced in the affected areas. the renter also agrees they are liable for any damage to the property which may be caused by any of the said pets as mentioned above.

Renter Acknowledgement

1. *Michael Shatwell viewed and acknowledged at Tue, 15/07/2025 15:22 from device: iOS 18.5 iPhone Mobile Safari 18.5*

6.

32. **Residential Tenancy Database**
    In accord with Section 439 (I) of the Act WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property subject to the Act.
33. **Rental Provider Obligations**
    The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate.
    The Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.
    The Rental Provider must not increase the Rental more than once in every 12 months.
    Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.
    This Agreement may only be amended in writing signed by the Rental Provider and the Renter.
    Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.
34. **Availability of Premises**
    WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property will use its best endeavours so that the Premises are available on the Commencement Date.
35. **Payment of Services**
    The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.
    It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property should the power not be connected at the commencement of this Agreement.
    The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.
36. **Contents Insurance**
    The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.
37. **Use of Premises**
    The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior written consent of the Rental Provider. Any request for consent must be made in writing to WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property.
38. **No Representations**
    The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property in relation to

the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

39. **Condition Report**
    The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.
    The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.
40. **No Promise of Renewal**
    The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specificed in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.
41. **Rental Provider Termination**
    The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.
42. **Lost Keys**
    The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property does not guarantee that it holds a spare set of keys to the Premises at its offices.
43. **Extra Keys**
    The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property at the end of the tenancy without reimbursement.
44. **Floor Protection**
    If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.
45. **Changing Locks**
    The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property a duplicate key and/or new security alarm code and/or other access device as soon as practicable.
46. **Comply with Insurance**
    Subject to the Renter having been provided with a copy of any insurance policy maintained by the

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

47. **No Invalidating Insurance**
    The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.
48. **Protection Against Damage**
    The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property or their respective contractors.
49. **Shared Services**
    The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.
50. **No Servicing Vehicles**
    The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.
51. **Report Damage or Injury**
    The Renter shall notify WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.
52. **Notify Blockages**
    The Renter must as soon as practicable notify the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property or their respective contractors.
53. **Alterations**
    The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.
54. **Rubbish**
    The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

55. **Pests**
    The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.
56. **Hanging Clothes**
    The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.
57. **Replace Light Globes**
    The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.
58. **Smoke Free Zone**
    The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.
59. **Payment of Rental**
    All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property from time to time. Any dishonour fees will be recovered from the Renter. The Renter shall be responsible for any bank charges due to dishonoured cheques.
60. **Fees and Changes**
    If the Renter fails to make a payment under the terms of this Agreement on or before the due date for payment and the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property incurs fees and/or charges as a consequence of that failure, the Renter must reimburse the Rental Provider and/or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property the full amount of those fees and charges on demand. Fees and/or charges include (but not limited to) any additional interest paid or payable by the Rental Provider and/or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property to an authorised deposit taking institution, financier, service provider or contractor.
61. **Rental Increase**
    If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.
62. **Maintain Garden**
    The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.
63. **Watering System**
    If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property or their contractors.

64. **Rental Provider Repairs**
The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.
The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property in writing.
65. **Urgent Repairs**
The Renter acknowledges that WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property is authorised to attend to urgent repairs to a maximum of $2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property during business hours or after hours information service on 03 5454
1999 or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.
66. **Vehicle Parking**
The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.
67. **Pets**
The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property may impose reasonable conditions. It is not unreasonable for the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property to keep a pet at the Premises the Renter must complete and provide a pet request form.
68. **Pools and Water Features**
The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place
69. **Assignment and Sub-Letting**
If during the term of the tenancy the people in occupation of the Premises change -
The Renter must as soon as practicable notify the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property in writing and comply with clause 27 in Part D of this Agreement.
The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's

appointment of WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property as agent to manage the Premises.

70. **Rental Provider Notice**
    If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.
71. **Renter Notice**
    If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.
72. **Periodic Tenancy**
    If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.
73. **Rental Provider Expenses**
    If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property the following costs:
    1. A pro rata letting fee;
    2. Marketing costs as incurred by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property;
    3. National tenancy database checks on each applicant or as required;
    4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
74. **Return Keys**
    The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.
75. **No Set-Off**
    The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.
76. **Remove Personal Property**
    The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.
77. **Window Cleaning**
    If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.
78. **Carpet Cleaning**
    If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the

commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

79. **Definitions and Interpretation**
    All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.
80. **Electronic Notices**
    The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.
81. **Change of Electronic Address**
    The Rental Provider and the Renter must give immediate written notice to the Other Party and WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.
82. **Withdraw Consent**
    The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property but such notice shall only become effective on receipt by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property.
83. **Furnishings**
    If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.
84. **Care for Furnishings**
    The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.
85. **Repair/Replacement of Furnishings**
    At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).
86. **Cost of Repairs/Replacements**
    The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.
87. **Owners Corporation**
    A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules,

a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

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

Privacy Collection Notice

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

Primary Purpose

As professional property managers, **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

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

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

Secondary Purpose

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

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

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

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

The **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** privacy policy can be viewed without charge on the **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** website; or contact your local **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** office and we will send or email you a free copy.

Disclaimer

WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given

intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.
Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider's Agent

Rental Provider's Agent : **Nicole Roda** on behalf of **Andrew Reid** (Rental Provider)

Nicole Roda

Signed at Wed, 16/07/2025 09:52 , from device: Windows 10 Other Chrome 138.0.0

Renter(s)

Renter : **Michael Shatwell**



Signed at Tue, 15/07/2025 15:24 , from device: iOS 18.5 iPhone Mobile Safari 18.5

AUDIT TRAIL

Michael Shatwell (Renter)

Tue, 15/07/2025 09:13 - Michael Shatwell clicked 'start' button to view the Residential Rental Agreement *(iOS 18.5 iPhone Mobile Safari 18.5, IP: 144.6.185.145)*
Tue, 15/07/2025 15:14 - Michael Shatwell clicked 'start' button to view the Residential Rental Agreement *(iOS 18.5 iPhone Mobile Safari 18.5, IP: 144.6.185.145)*
Tue, 15/07/2025 15:24 - Michael Shatwell stamped saved signature the Residential Rental Agreement *(iOS 18.5 iPhone Mobile Safari 18.5, IP: 144.6.185.145)*
Tue, 15/07/2025 15:25 - Michael Shatwell submitted the Residential Rental Agreement *(iOS 18.5 iPhone Mobile Safari 18.5, IP: 144.6.185.145)*

Nicole Roda (Rental Provider's Agent)

Wed, 16/07/2025 09:51 - Nicole Roda clicked 'start' button to view the Residential Rental Agreement
Wed, 16/07/2025 09:52 - Nicole Roda stamped saved signature the Residential Rental Agreement
Wed, 16/07/2025 09:52 - Nicole Roda submitted the Residential Rental Agreement

AGREEMENT END

PROPERTY REPORT

Energy, Environment and Climate Action

Created at 27 August 2025 03:11 PM

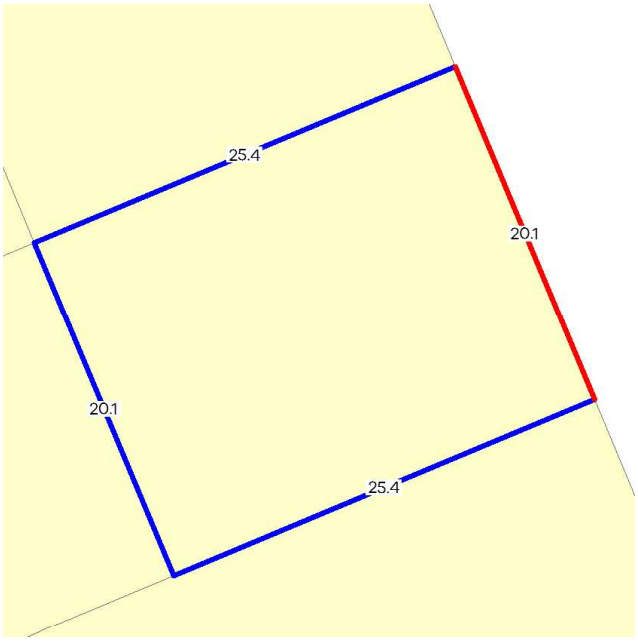
PROPERTY DETAILS

Address:	**39 FRY STREET EAGLEHAWK 3556**
Lot and Plan Number:	**Lot 1 TP85352**
Standard Parcel Identifier (SPI):	**1\TP85352**
Local Government Area (Council):	**GREATER BENDIGO**
Council Property Number:	**184748**
Directory Reference:	**Vicroads 603 M7**

www.bendigo.vic.gov.au

SITE DIMENSIONS

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



Area: 511 sq. m
Perimeter: 91 m
For this property:
Site boundaries
Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

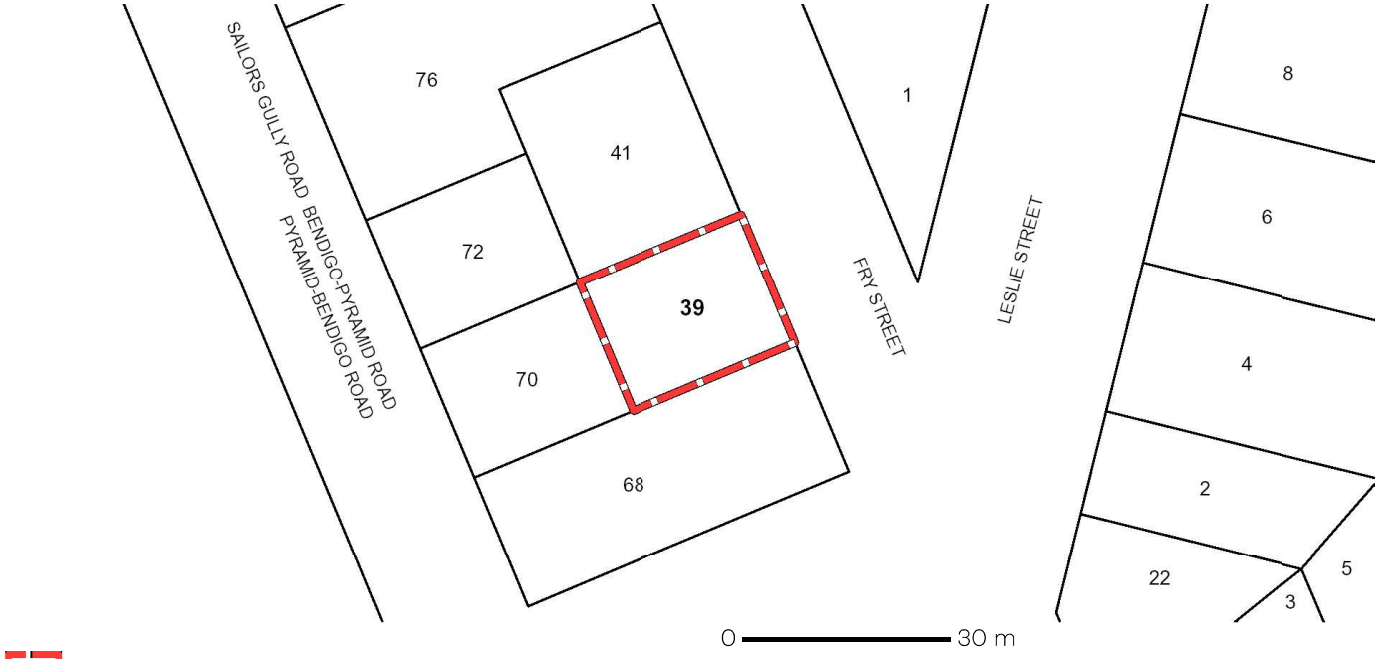
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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Read the full disclaimer at https://www.deeca.vic.gov.au/disclaimer

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 02 September 2025 11:19 AM

PROPERTY DETAILS

Address:	**39 FRY STREET EAGLEHAWK 3556**
Lot and Plan Number:	**Lot 1 TP85352**
Standard Parcel Identifier (SPI):	**1\TP85352**
Local Government Area (Council):	**GREATER BENDIGO** www.bendigo.vic.gov.au
Council Property Number:	**184748**
Planning Scheme:	**Greater Bendigo** Planning Scheme - Greater Bendigo
Directory Reference:	**Vicroads 603 M7**

UTILITIES

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

STATE ELECTORATES

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

OTHER

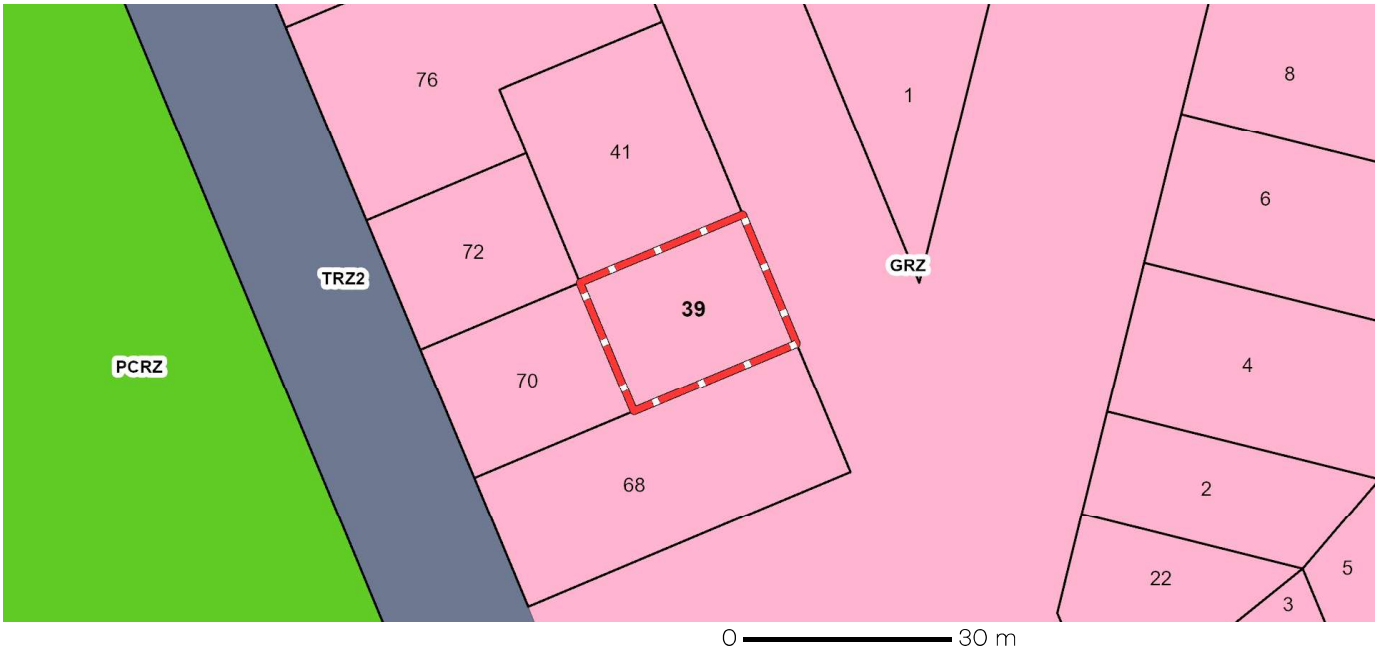
Registered Aboriginal Party:	**Dja Dja Wurrung Clans Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)



GRZ - General Residential

PCRZ - Public Conservation and Resource

TRZ2 - Principal Road Network

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

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

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

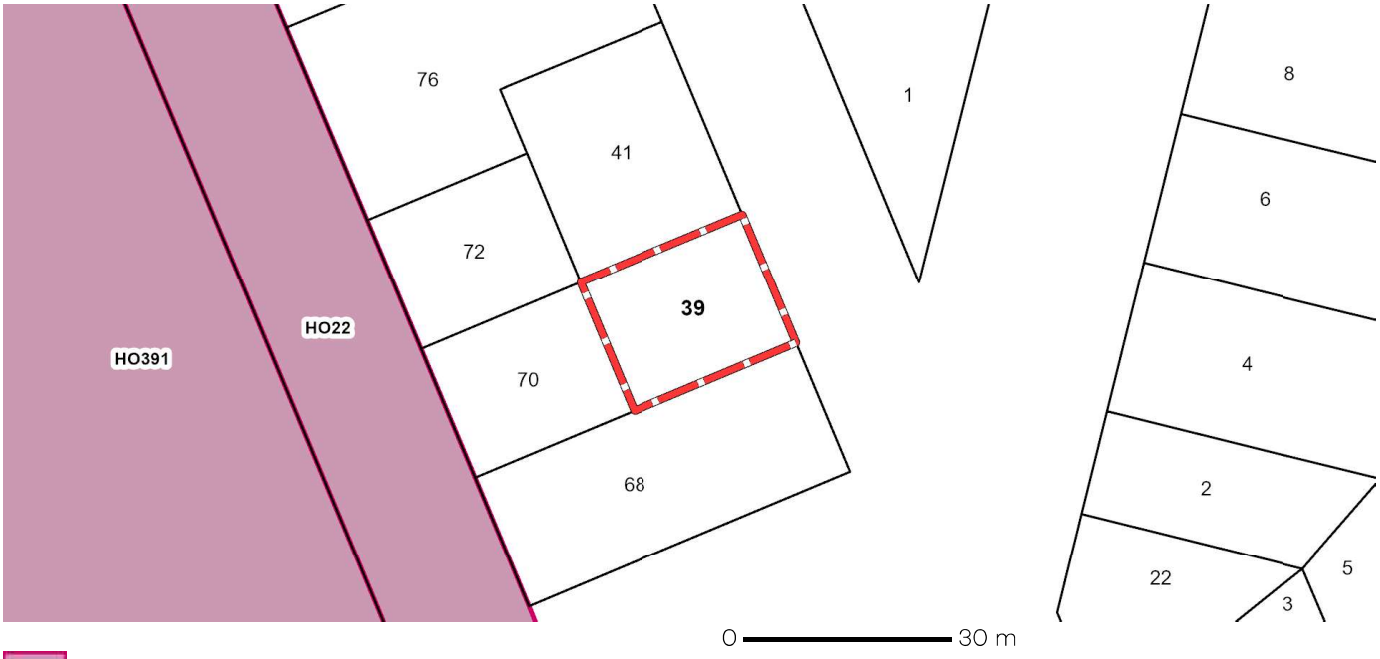
Planning Overlay

None affecting this land – there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



HO - Heritage Overlay

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

Further Planning Information

Planning scheme data last updated on 28 August 2025.

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

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

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

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

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

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

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

PLANNING PROPERTY REPORT

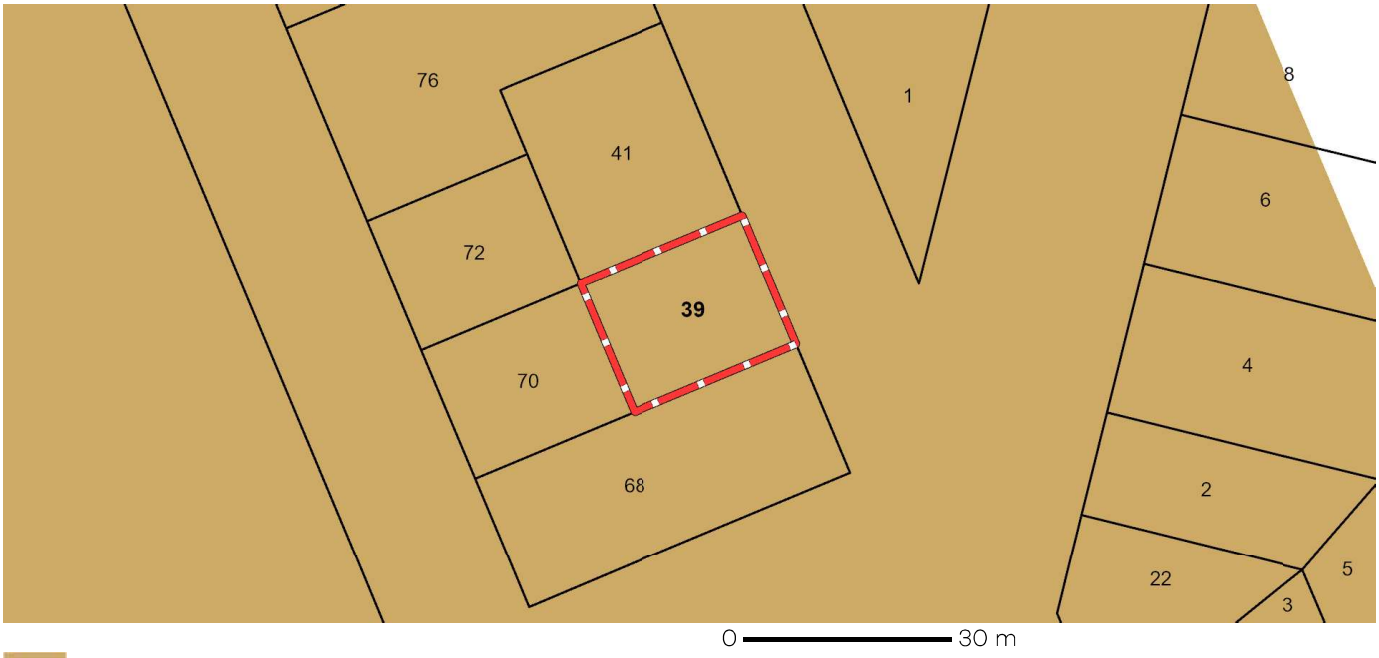
Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

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

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

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

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HISTORIC MINING ACTIVITY
Form No. 692

27 August, 2025

Property Information:

Address: 39 FRY STREET EAGLEHAWK 3556

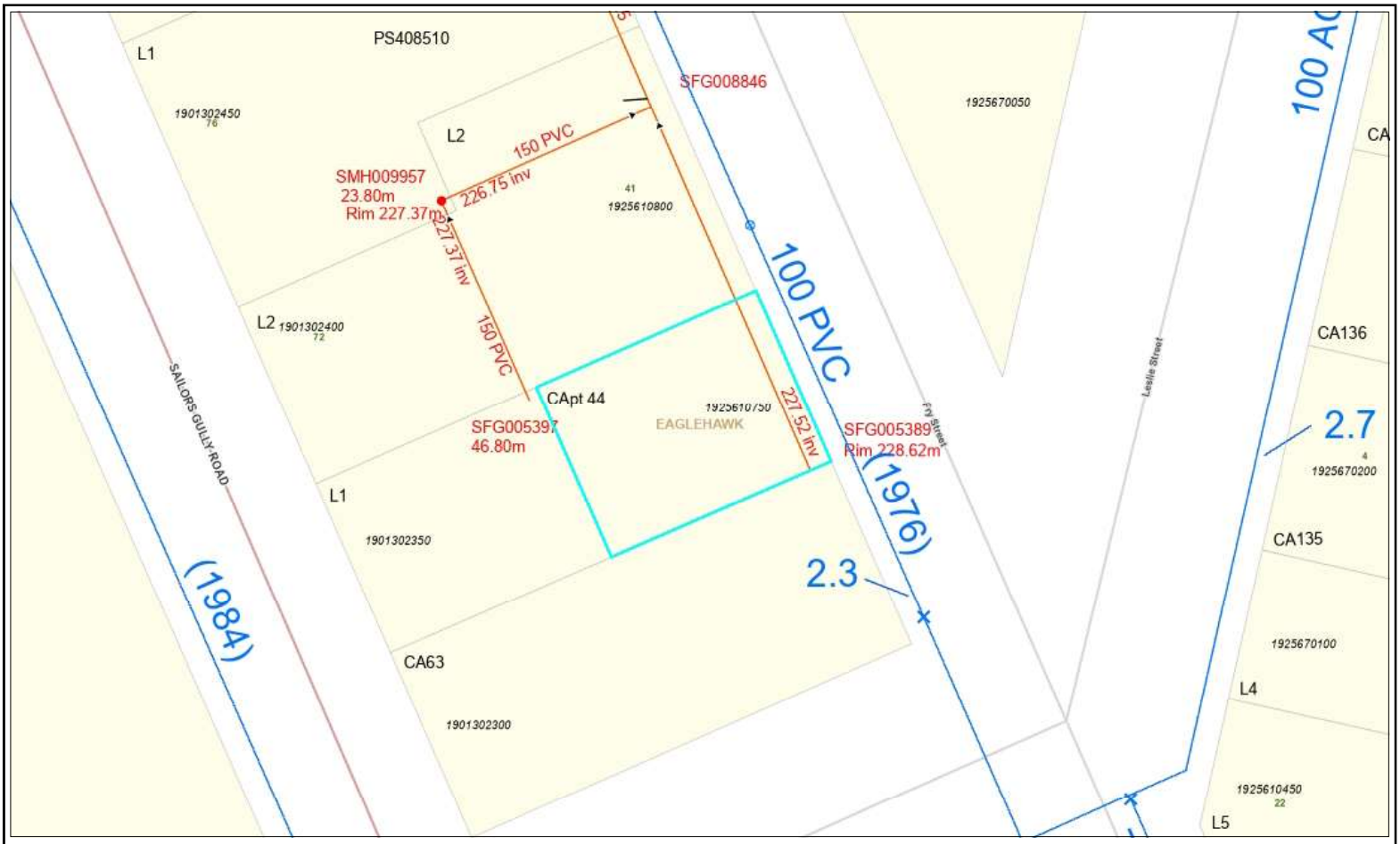
It is advised that:

Our records do not indicate the existence of any mining activity on this site, but the site may be over or close to known mining activity. Note that there may be unrecorded mine openings connecting with such activity. (2)

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

For queries, contact:

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



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Coliban Region Water Corporation

39 FRY STREET EAGLEHAWK 3556

Scale: 1: 500 (A4)

Coliban WATER

Date: 28/08/2025

Australian Government
Australian Taxation Office

MR ANDREW REID
C/- JORJA SIMPSON
20 PANTON STREET
EAGLEHAWK VIC 3556

Our reference: 7162390473943
Phone: **13 28 66**

27 August 2025

Your foreign resident capital gains withholding clearance certificate

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

Hello ANDREW,

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

Notice number	2411126522526
Vendor name	ANDREW REID
Clearance Certificate Period	25 August 2025 to 27 August 2026

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

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

Contact us

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

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