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	3 Farmer Crescent, Traralgon 3844	
Vendor's name	Profound Insights Pty Ltd ATF for Paul Hill Family Trust	**Date** 18 / 03 / 2024
Vendor's signature		
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

All outgoings will be adjusted between the parties at the time of settlement. Services may be disconnected at or prior to settlement. Purchaser will be responsible for any reconnection fees which may be incurred.

(a) Their total does not exceed: $3,000.00

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

N/A	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable.

1.4 **Sale Subject to Mortgage**

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

Not Applicable.

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3. LAND USE

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

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

Is in the attached copies of title 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 within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

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:

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable.

10.2 **Staged Subdivision**

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

Not Applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

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

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

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

1. GST Withholding – Supplier Notification
2. Copy Title – Volume 08849 Folio 327
3. Copy Plan LP023924
4. Tenants Agreement
5. Property Planning and Bush Fire Prone Reports
6. Due Diligence

GST WITHHOLDING – SUPPLIER NOTIFICATION

This notice contains information to assist a purchaser comply with its GST Withholding obligations.

To :	The Purchaser
Property :	Lot 206 Plan 023924 being Volume 08849 Folio 327
	3 Farmer Crescent, Traralgon
From :	Profound Insights Pty Ltd ATF for Paul Hill Family Trust
Of :	4/24 Breed Street, Traralgon, VIC 3844

Select

☒ **PART ONE**

1. The purchaser is given notice it is <u>not required</u> to make a GST Withholding Payment at Settlement of the property as:

   (a) the Vendor is not registered or required to be registered for GST ; and/or
   (b) the property comprises existing residential premises.

☐ **PART TWO**

(complete only if the property comprises *new residential or potential new residential land. If this applies please seek confirmatory advice from your accountant*)

2. The purchaser is given notice that it <u>is required</u> to make a GST Withholding Payment at Settlement of the property as the Vendor is registered for GST and the property comprises new residential or potential new residential land.

GST WITHHOLDING PAYMENT DETAILS (where applicable)

Supplier's Name :	ATF for Paul Hill Family Trust trading as Profound Insights Pty Ltd
ABN :	
Amount to be withheld :	$
	(and being 7% of the consideration where the supply is made under the margin scheme or 1/11 otherwise)
Due	At Settlement (unless terms contract)

Signed by or on behalf of the Vendor

.....

Profound Insights Pty Ltd ATF for Paul Hill Family Trust

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

VOLUME 08849 FOLIO 327 Security no : 124088471957H
Produced 03/03/2021 04:47 PM

LAND DESCRIPTION

Lot 206 on Plan of Subdivision 023924.
PARENT TITLES :
Volume 07426 Folio 088 to Volume 07426 Folio 089
Created by instrument D784634 04/05/1970

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PROFOUND INSIGHTS PTY LTD of 24 RIVERSLEA BOULEVARD TRARALGON VIC 3844
AT112947X 27/03/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT112948V 27/03/2020
AUSTRALIA AND NEW ZEALAND BANKING GROUP 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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP023924 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: 3 FARMER CRESCENT TRARALGON VIC 3844

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS
Effective from 27/03/2020

DOCUMENT END

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PLAN OF SUBDIVISION OF

PART OF CROWN PORTIONS 20 & 21

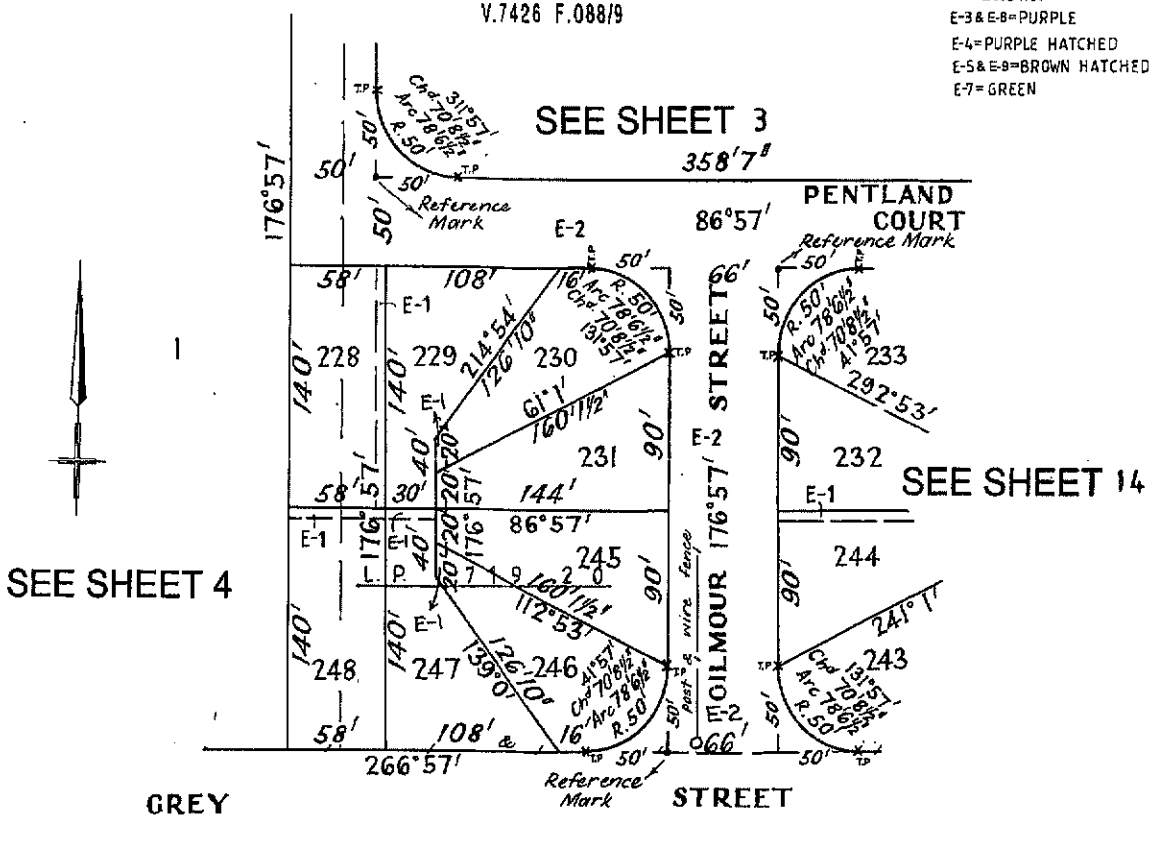
PARISH OF TRARALGON

COUNTY OF BULN BULN

V.7426 F.088/9

Measurements are in Feet & Inches
Conversion Factor
FEET X 0.3048 = METRES

COLOUR CODE
E-1=BLUE
E-2=BROWN
E-3 & E-8=PURPLE
E-4=PURPLE HATCHED
E-5 & E-9=BROWN HATCHED
E-7=GREEN



LP 23924

EDITION 5

PLAN MAY BE LODGED
23-9-1952

1 SHEETS
SHEET 14

APPROPRIATIONS

THE LAND COLOURED BLUE AND PURPLE HATCHED IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE AND IS 6 FEET WIDE UNLESS OTHERWISE SHOWN

THE LAND COLOURED BROWN AND BROWN HATCHED IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY AND DRAINAGE

THE LAND COLOURED GREEN IS APPROPRIATED OR SET APART FOR RECREATION RESERVE

ENCUMBRANCES

THE LAND MARKED E-3, E-4 & E-5 IS ENCUMBERED BY THE EASEMENT TO THE TRARALGON WATERWORKS TRUST CREATED BY INST. NO. 590889D

THE LAND MARKED E-8 & E-9 IS ENCUMBERED BY THE EASEMENT TO THE TRARALGON WATERWORKS TRUST CREATED BY INST. NO. 592216

NOTATIONS

FOR DATUM OF BEARINGS & ADDITIONAL REFERENCE MARKS SEE COPY OF FIELD NOTES.

REFERENCE MARKS ARE 12"x¼" BOLTS UNLESS OTHERWISE SHOWN.

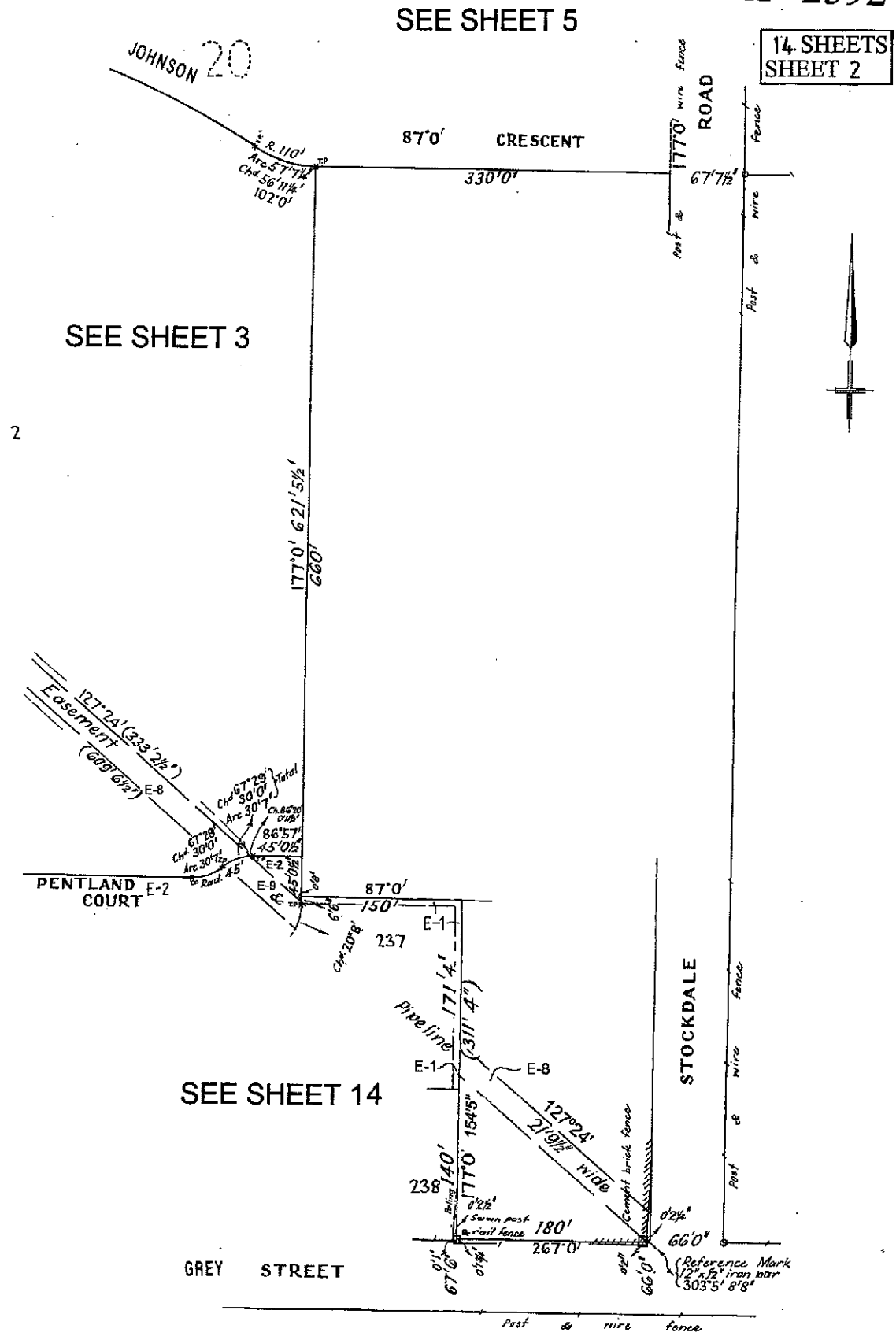
STREET CORNERS ARE ROUNDED WITH 20' RADIUS CURVES.

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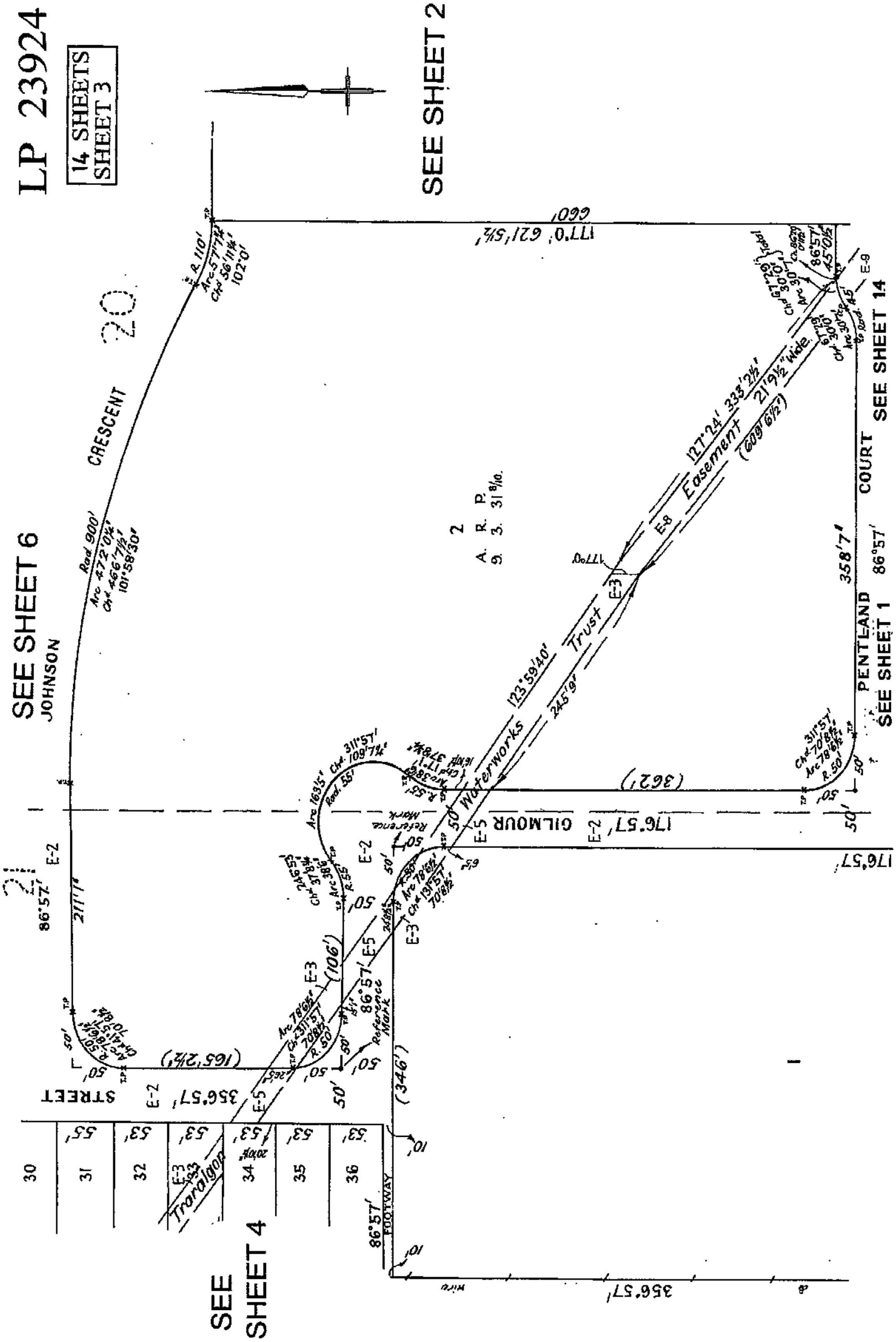
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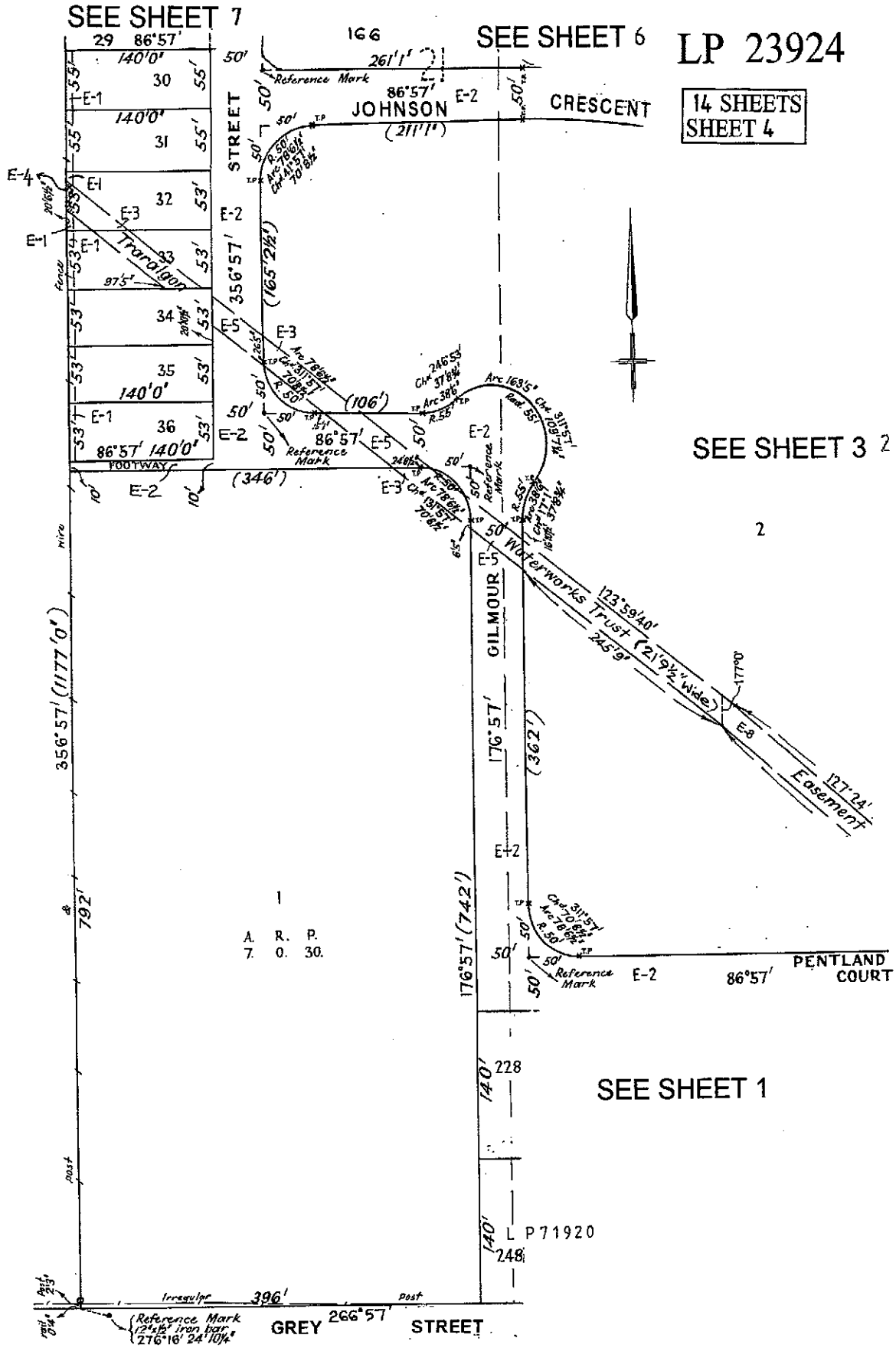
14 SHEETS
SHEET 2



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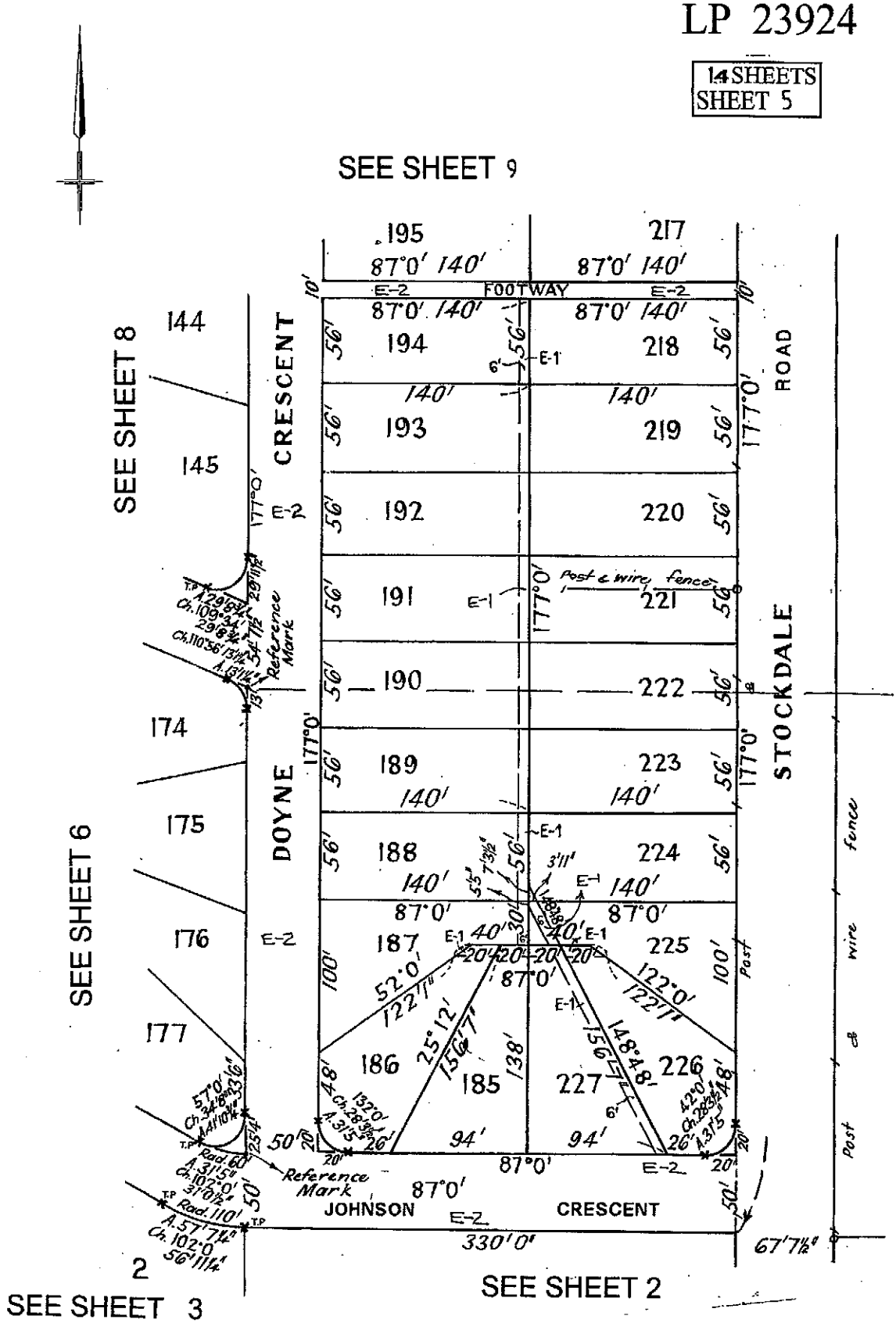
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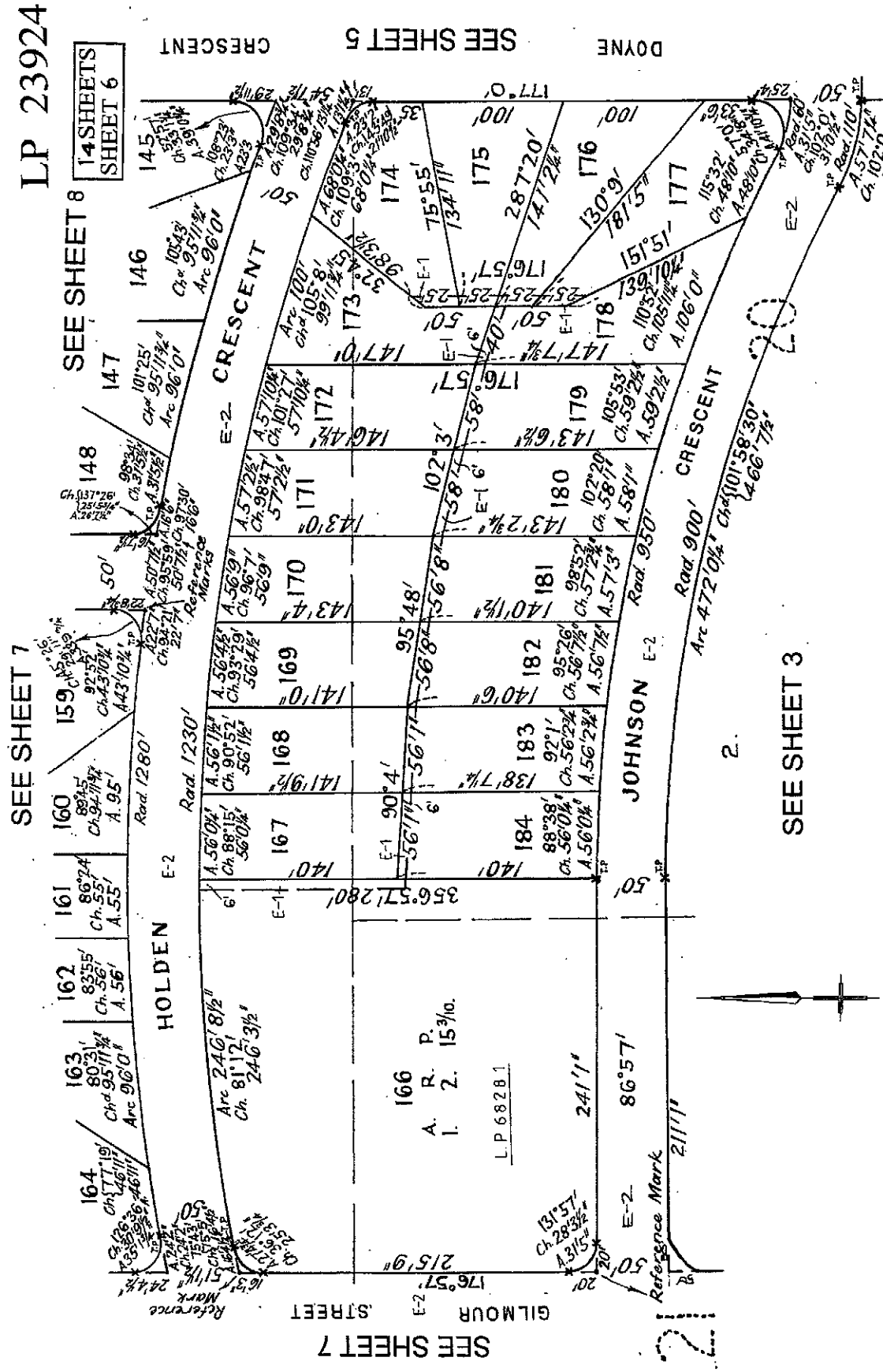
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14 SHEETS
SHEET 5



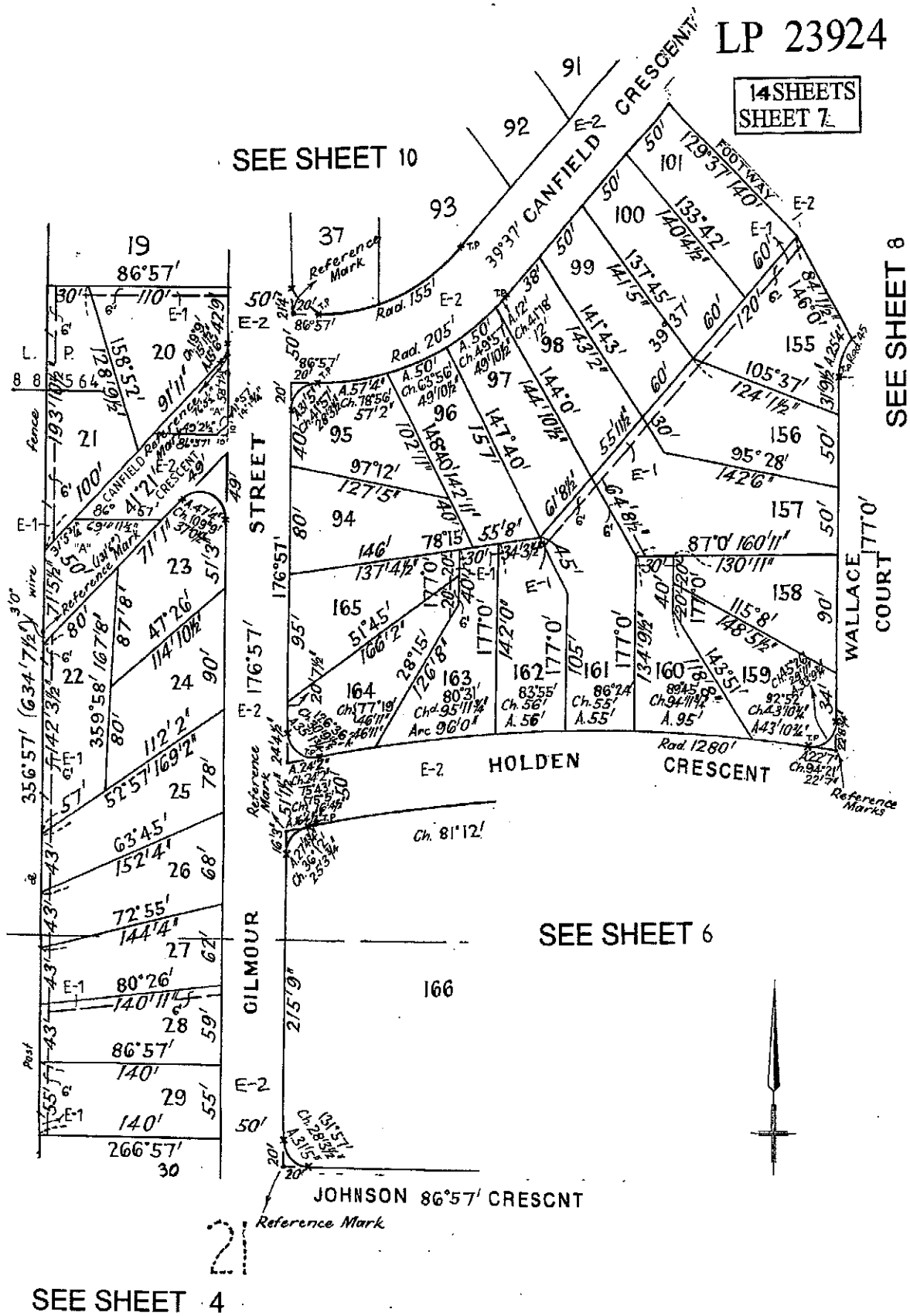
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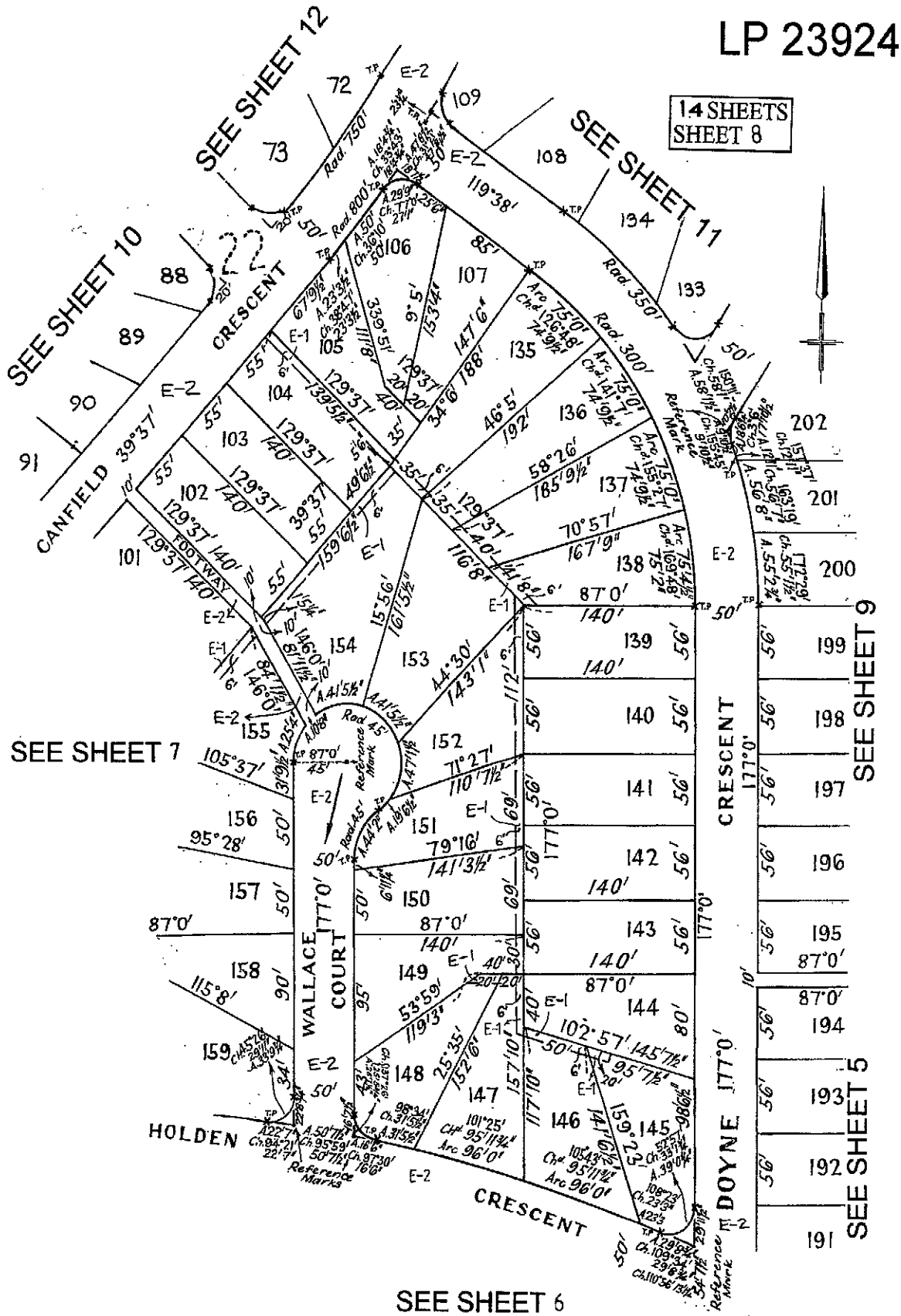
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14 SHEETS
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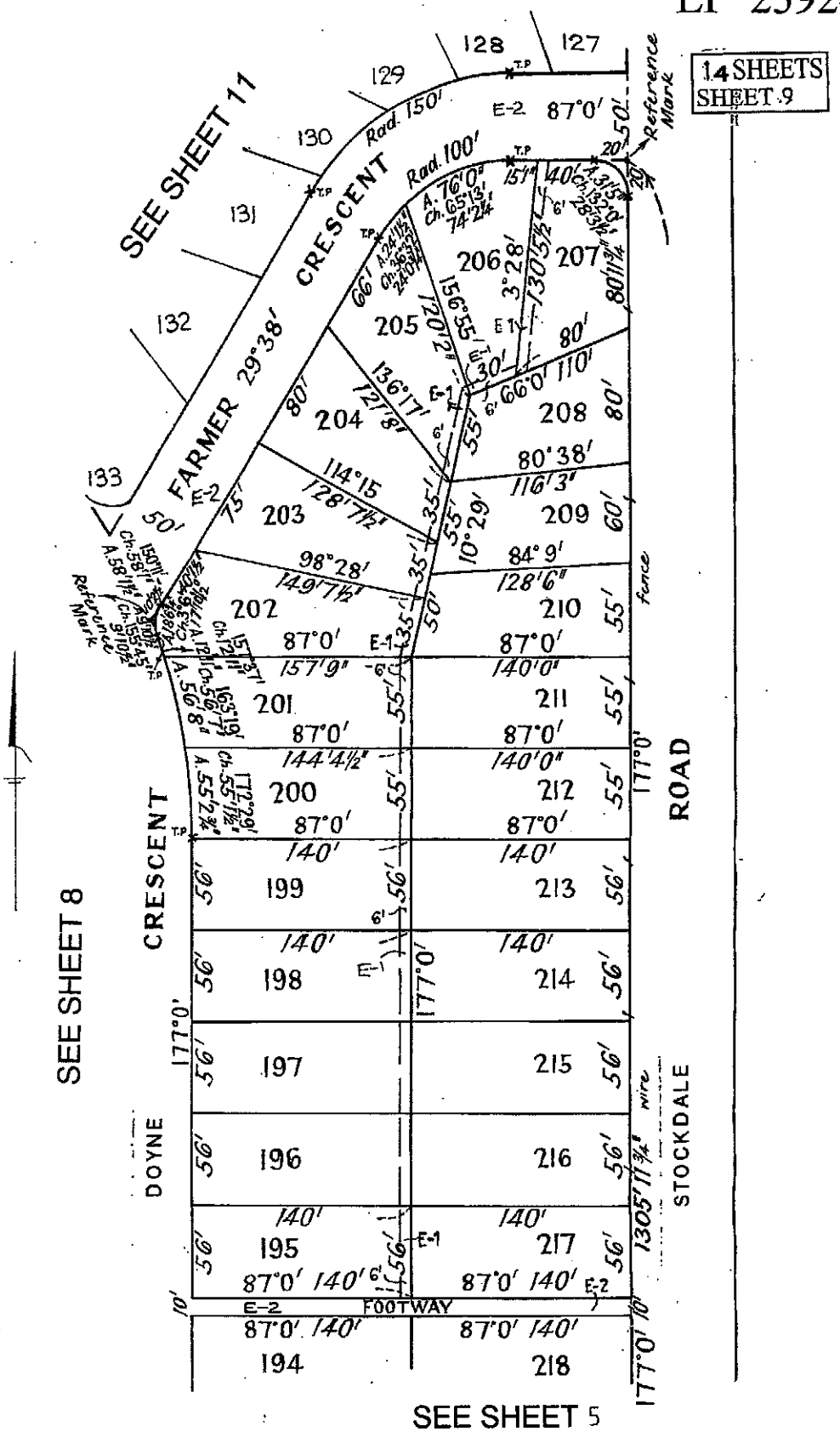
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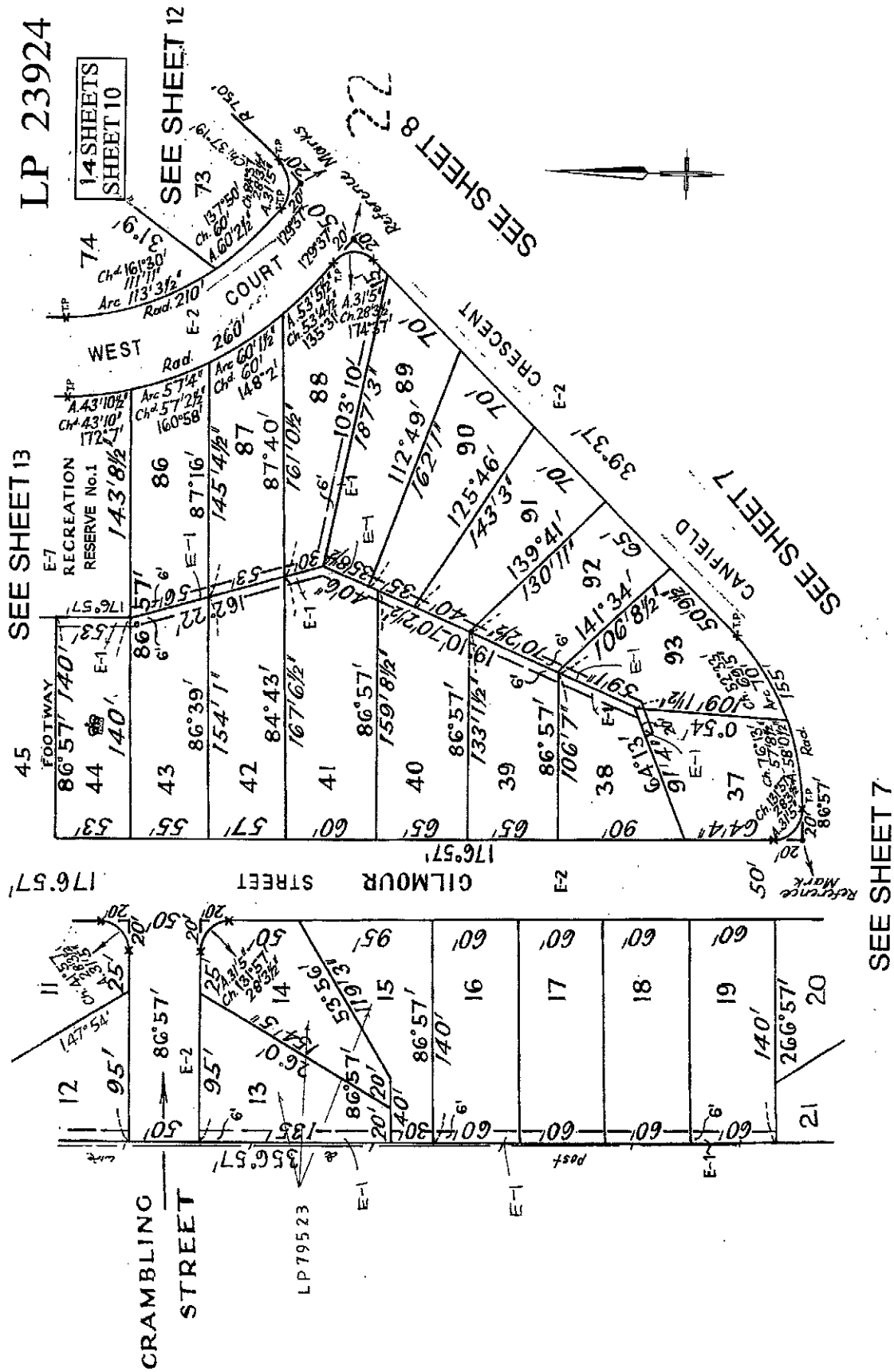


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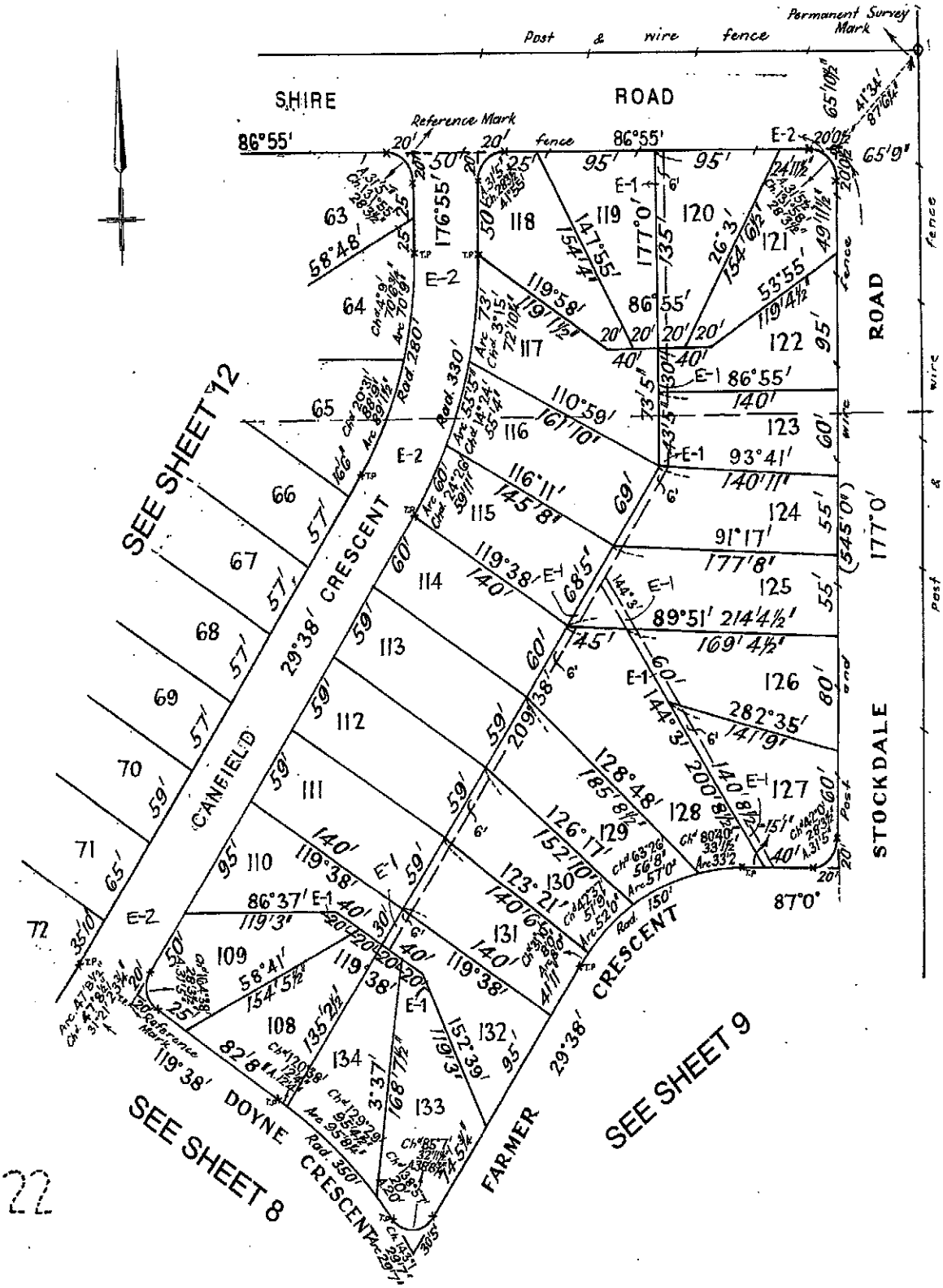
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14 SHEETS
SHEET 11

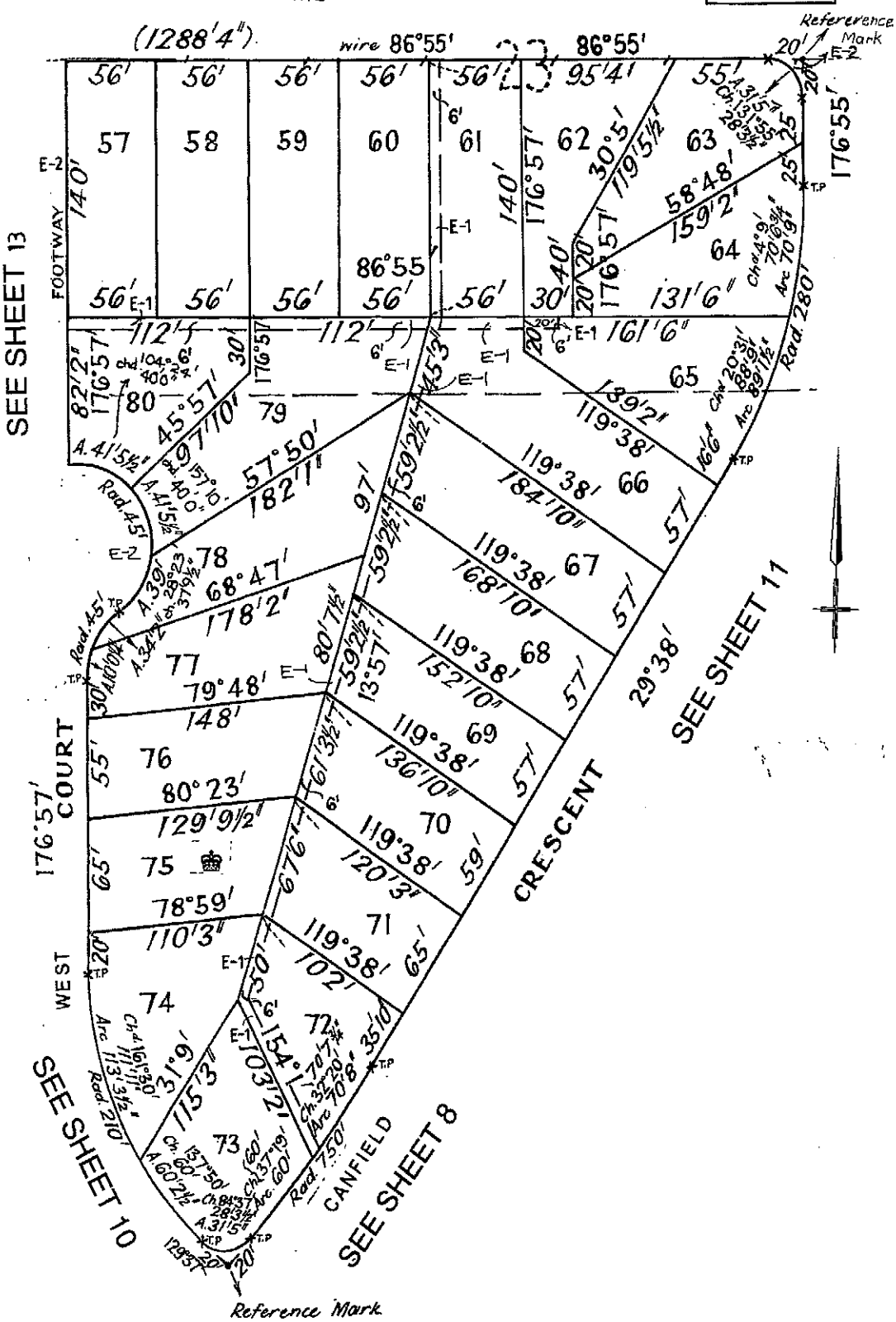


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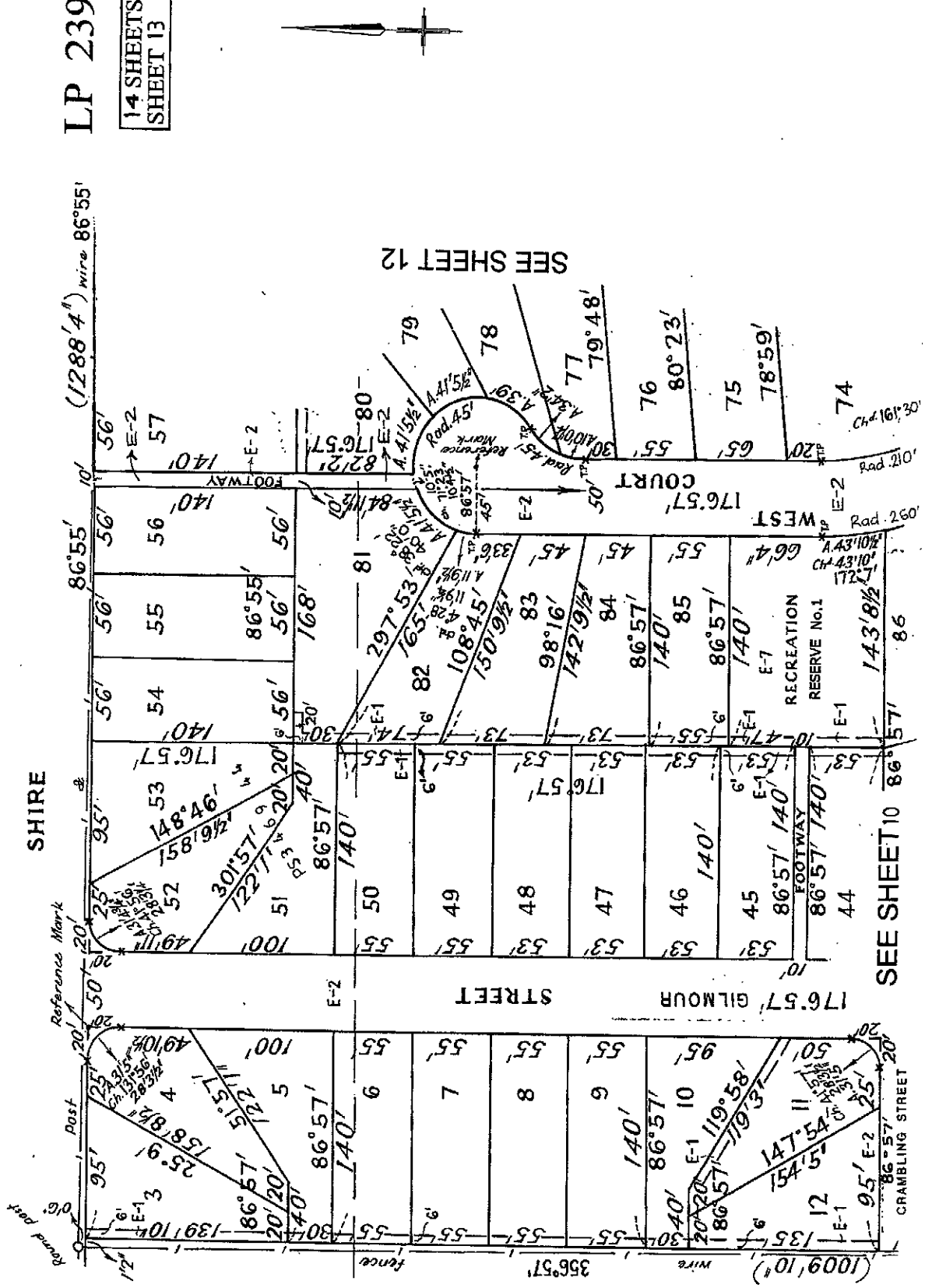
14 SHEETS
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LP 23924

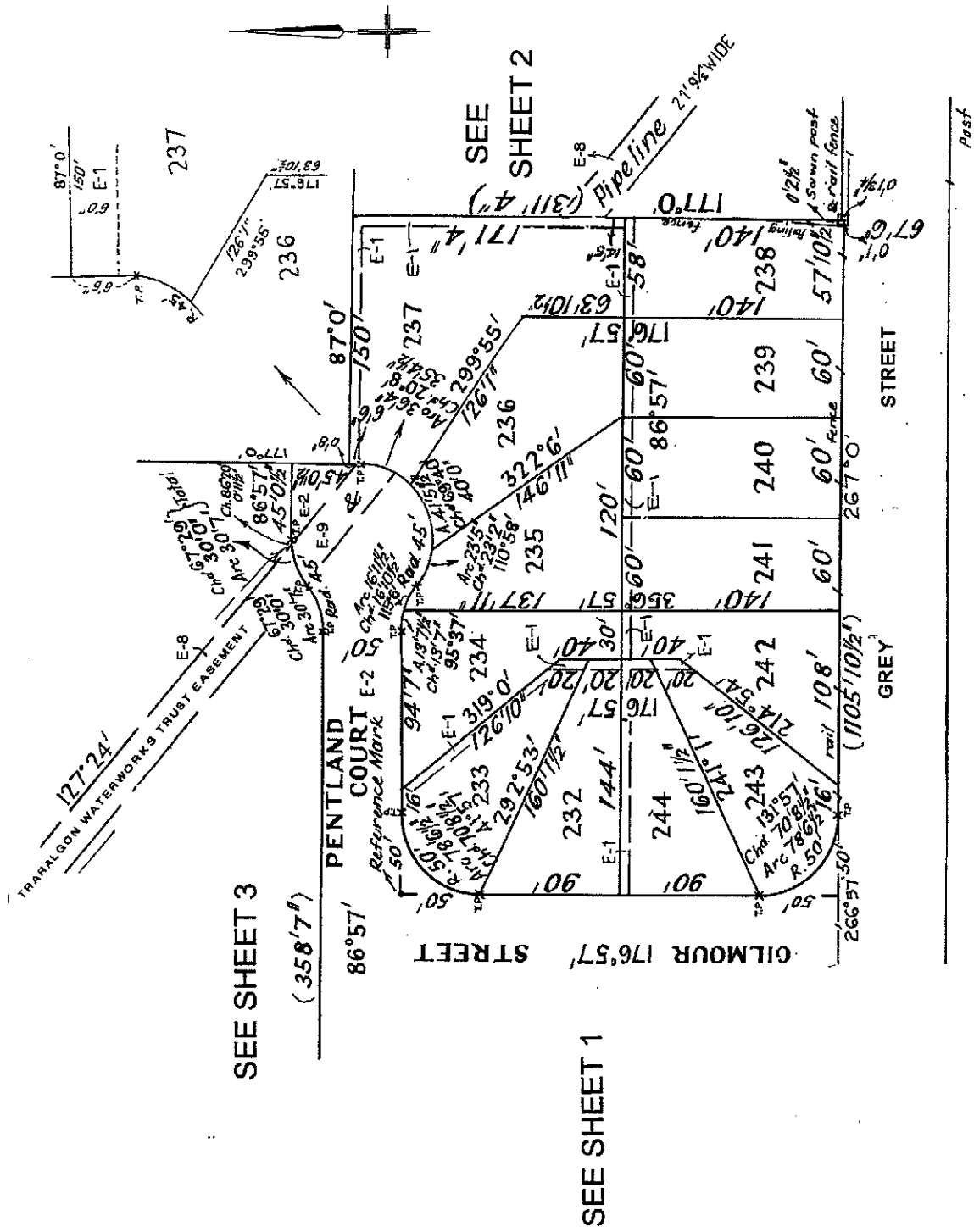
14 SHEETS
SHEET 13



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LP 23924

14 SHEETS
SHEET 14



MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

PLAN NUMBER
LP 23924

AFFECTED LAND / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT 44		TRANSFER TO THE CROWN	F385301			2	AD
LOT 75		TRANSFER TO THE CROWN	F826118			2	AD
	"A"	CLOSED ROAD	L.G.D. 590			2	AD
LOT 34		SURRENDER OF EASEMENT	D233940			2	AD
LOTS 51, 52 & 53		RESUBDIVISION & REMOVAL OF EASEMENT	P.S. 346944			3	AD
	WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.						
LOT 237		SURRENDER OF EASEMENT	D 655616			4	M.L.B.
LOT 1		SURRENDER OF EASEMENT	INST. No. 2671215			5	AD

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DocuSign Envelope ID: 0FC5EBD1-FC02-495B-A42E-06E9B7A78022

Code 135

Residential Tenancy Agreement©

wilsonproperty

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Residential Tenancies Act 1997
(Section 26(1))

(Regulation **8(1)**)

THIS agreement is made on the **31st** day of **July**, 20 **20**

at **25 Hotham Street, TRARALGON VIC 3844**

BETWEEN **Profound Insights Pty Ltd**
(LANDLORD) **150 034 281**
PO Box 643, TRARALGON VIC 3844

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

(*whose agent is **BSW Property Pty Ltd T/AS Wilson Property Residential Property Management**
51 006 172 167
25 Hotham Street, TRARALGON VIC 3844
03 5176 2670)

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

AND **Damian Ferguson**
(TENANT) **Unit 6/5 Noel Street, IVANHOE VIC 3079**

Anna Papaioannou
Unit 6/5 Noel Street, IVANHOE VIC 3079

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

1. PREMISES

The LANDLORD lets the premises known as **3 Farmer Crescent, TRARALGON VIC 3844**

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

2. RENT

The rent amount is ($)**360.00** The date the first rent payment is due is **10 / 08** / 2020

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

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

Place of payment: _____

3. BOND

The TENANT must pay a bond of ($)**1,564.00** to the LANDLORD/agent on **10 / 08 /2020**

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

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

NAME **Damian Ferguson** AMOUNT $ _____

NAME **Anna Papaioannou** AMOUNT $ _____

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DS AP DS DF

Code 135

Residential Tenancy Agreement©

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

4. PERIOD

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

commencing on the **10th** day of **August**, 2020

and ending on the **09th** day of **August**, 2021

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

OR

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

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

4A. CONSENT TO ELECTRONIC SERVICE

(1) Express Consent

The TENANT: **Damian Ferguson**
[Check one box only]

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

Email address **djferguson4444@gmail.com**

OR

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

The TENANT: **Anna Papaioannou**
[Check one box only]

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

Email address **anna.pap93@hotmail.com**

OR

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

The LANDLORD: **Profound Insights Pty Ltd**
[Check one box only]

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

Email address **management@wprpm.com.au**

OR

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

(2) Inferred Consent

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

(3) Change of Electronic Address

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DS AP DS DF

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

(4) Withdrawal of Consent

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

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

5. CONDITION OF THE PREMISES

The LANDLORD must -

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

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

6. DAMAGE TO THE PREMISES

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

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

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

7. CLEANLINESS OF THE PREMISES

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

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

8. USE OF PREMISES

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

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

9. QUIET ENJOYMENT

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

10. ASSIGNMENT OR SUB-LETTING

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

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

11. RESIDENTIAL TENANCIES ACT 1997

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

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

~~*Schedule of items (See Clause 1)~~

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ADDITIONAL TERMS

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

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

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

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

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

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

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

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

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

13. Other use of my premises

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

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

14. Utility charges at my premises

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

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

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

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

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

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

14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

15. My insurances for my premises

15.1 If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased. Unless you are entitled to do so by the **Residential Tenancies Act 1997** or some other legislation.

15.2 If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.

15.3 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

16. Light globes and fluorescent tubes at my premises

16.1 You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

17. You must tell me about defects at my premises

17.1 When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

18. Damage to my premises

18.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.

18.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.

18.3 When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.

18.4 If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.

19. You will indemnify me in certain circumstances if things go wrong at my premises

19.1 If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnity me against fair wear and tear to my premises.

19.2 If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

20. Smoke detectors and heaters at my premises

20.1 If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.

20.2 If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

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20.3 You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises

21.1 Except as allowed by this by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.

21.2 Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.

21.3 You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.

21.4 Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.

21.5 Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.

22. Storage and removal of waste and rubbish at my premises

22.1 You must store rubbish and waste in appropriate containers with close-fitting lids.

22.2 If a place is, or places are, provided for rubbish and waste containers, you will keep them there.

22.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.

22.4 An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

23. Hanging washing at my premises

23.1 If you hang washing or other articles in the open air, you must use the clothes line provided, if any.

23.2 If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners corporation rules.

24. Looking after the garden at my premises

24.1 If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.

24.2 These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.

24.3 If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.

24.4 If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

25. Pets at my premises

25.1 Before you have a pet of any description at my premises you must request my permission by completing the "Pet request form", which is available at consumer.vic.gov.au/renting. If you are seeking permission to have more than one pet, you must complete a separate form for each pet.

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25.2 If I consent to the pet/s being at the rented premises I will record that consent on the form and supply a copy to you.

25.3 If I do not consent to the pet/s being at the rented premises I will notify you and within 14 days of receiving the request make application to VCAT for an order that it is reasonable for me to refuse consent to the pet request.

25.4 If I do not respond to your request or make application to VCAT within 14 days of receiving the request you can take it that I have consented to the request.

25.5 If I reasonably believe you are keeping a pet at the rented premises without my consent, I may apply to VCAT for an order to exclude the pet from the rented premises.

25.6 Application for my consent is not necessary if you have or are to acquire an assistance dog (a dog that is trained to perform tasks that help a person with a disability to reduce the effects of their disability). If you wish to have a pet in addition to an assistance dog an application for consent will be necessary.

26. Assignments, subletting or abandoning my premises

26.1 If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.

26.2 If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including -

26.2 (a) a pro-rata letting fee;

26.2 (b) advertising or marketing expenses;

26.2 (c) rental data base checks on applicants;

26.2 (d) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.

26.3 Your obligation to pay me the expenses referred to in clauses 26.2 (a) to 26.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.

27. If you intend to leave my premises when your tenancy ends

27.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end or 14 days before your tenancy comes to an end, if you fall within one of the categories set out in clause 237(1) of the **Residential Tenancies Act 1997.**

27.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form which is not an SMS message.

27.3 You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.

27.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.

28. Remaining at my premises after your tenancy ends

28.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day you tell me or tell my managing agent.

28.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS message.

29. Changing the locks and alarm code at my premises

29.1 You may change the locks at my premises.

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29.2 If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.

29.3 You may change the code of an alarm at my premises.

29.4 If you change the code, you must tell me or my managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

30. 'To Let', 'auction' and 'for sale' signs at my premises

30.1 You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.

30.2 You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.

31. Owners corporation rules and my premises

32.1 If there is an owners corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)

31.2 You must comply with the rules of the owners corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.

31.3 You do not have to contribute to owners corporation capital costs or other expenses payable by me.

32. You cannot use your bond to pay your rent for my premises

32.1 You acknowledge the **Residential Tenancies Act 1997** provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.

32.2 You also acknowledge the **Residential Tenancies Act 1997** allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.

33. Increasing the rent for my premises

33.1 If this is a fixed term residential tenancy agreement, I will not increase the rent before the term ends unless the agreement

(a) provides for a rent increase within the fixed term of a specified amount and the increase is not more than that amount; or

(b) specifies the method by which a rent increase within the fixed term is to be calculated and the increase is not more than an amount calculated using that specified method.

33.2 If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term, I will give you at least 60 days notice of the increase. The notice I give you will be in the form prescribed for the purpose.

33.3 If this is a periodic residential tenancy agreement -

(a) if I propose to increase your rent, I will give you at least 60 days notice; and

(b) the notice I give you will be in the form prescribed for the purpose.

33.4 I acknowledge I must not increase your rent at intervals of less than 12 months.

34. Receipt of condition report / statement of rights and duties for my premises

34.1 You acknowledge, before you took occupation of my premises, you received from me or my managing agent -

(a) two copies of a condition report signed by me or by my managing agent; and

(b) a written guide *'Renting a home: a guide for tenants'* authorised and published by the Victorian Government setting out my rights and duties as your LANDLORD and your rights and duties as my TENANT. If you consented to receiving notices electronically this guide may be provided to you electronically.

35. Notice

35.1 Unless provided for otherwise by the **Residential Tenancies Act 1997,** Residential Tenancies Regulations or any other legislation, non-electronic service of written notices to the LANDLORD may only be effected by post or hand

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delivery to:

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

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

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

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SIGNATURES

LANDLORD

Profound Insights Pty Ltd DocuSigned by: Leanne Moore FEC6010286ED462... (insert signature of LANDLORD)

For & on behalf of the landlord.

TENANT

Damian Ferguson DocuSigned by: Damian Ferguson 1972A7A573D3488... (insert signature of TENANT)

Anna Papaioannou DocuSigned by: Anna Papaioannou FF55D18CC270498... (insert signature of TENANT)

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NOTICE OF INFORMATION WHICH THE LANDLORD MUST GIVE TO THE TENANT

Section 66, **Residential Tenancies Act 1997**

1. If there is no agent specified on page 1 of the Residential Tenancy Agreement:

   (a) The Landlord's full name and address for the service of documents is the Landlord's name and address specified on page 1 of the Residential Tenancy Agreement.

   (b) The landlord's emergency telephone number to be used in the case of the need for urgent repairs is

2. If there is an agent specified on page 1 of the Residential Tenancy Agreement:

   (a) The agent's full name and address for the service of documents is the agent's name and address specified on page 1 of the Residential Tenancy Agreement.

   (b) The agent's phone number is specified on page 1 of the Residential Tenancy Agreement.

   (c) The agent's telephone number for urgent repairs is **03 5176 2670**

   (d) The agent can authorise urgent repairs

   (e) If the agent can authorise emergency repairs, the maximum amount for repairs which the agent can authorise is **$1,800.00**

NOTE TO LANDLORDS

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

ACKNOWLEDGEMENT BY TENANT

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

Signed: DocuSigned by: Damian Ferguson 1972A7A573D3468... Date: 31/7/2020 | 1:59 AM PDT

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

Signed: DocuSigned by: Anna Papaioannou FF55D18CC270498... Date: 31/7/2020 | 6:55 PM AEST

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Wilson Property RPM Additional Terms

Breaking lease or Change of Tenants

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

36.1 The tenant/s agree that in the event of a relationship breakdown between parties to a tenancy, Wilson Property RPM will not intervene or mediate between the parties.

36.2 The tenant/s also acknowledges that Wilson Property RPM charge a $110.00 including GST administration fee for the processing of the application form, preparation of a written assignment of a tenancy agreement (if necessary), when a tenant transfers their whole interest in a rental property to another person.

36.3 The tenant/s agree that no change over of the tenancy or occupation will occur without the Landlords/agent's prior written consent. It is hereby agreed and understood by all tenants that should any party vacate the premises during this tenancy, then the remaining occupants of the property shall be fully responsible for the rent payments and compliance of the terms and conditions of the lease.

Rental Payments

37. All rent must be paid and kept in advance as specified in the schedule of the lease at all times. If for any reason whatsoever the tenants find themselves unable to pay in advance, it is their responsibility to contact the property manager and make definite arrangements to rectify the situation. Such arrangements once made, are to be strictly adhered to.

37.1 It shall be the tenant/s responsibility to reimburse Wilson Property RPM for any fee incurred for traces on rent deposits into our account that do not have the correct tenant reference attached.

37.2 Once a cheque has been "dishonoured", any further payments must be made by direct deposit bank cheque only. Personal cheques will not be accepted. All bank fees in relation to the dishonoured cheques will be borne by the tenant/s and payable to the agent.

Rental Arrears

38. In the event that rent payable is fifteen (15) days or more in arrears then you will be served a Notice to Vacate the premises and seven (7) days later we will make application to Victorian Civil and Administrative Tribunal for vacant possession of the property and full payment of rent arrears. The tenant is to reimburse the Landlord the application cost and registered post costs for lodging the application and any

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subsequent State Government Fees. NB: Our guide for dealing with rental arrears will be supplied to you at the commencement of your lease.

Repairs and Maintenance

39. All maintenance requests are to be reported (in writing if possible) immediately to the agent. Tenant/s are to provide their name, address, contact numbers and the repair/fault, together with access arrangements to the property.

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

39.2 If a tradesman/serviceman is required to fix a repair caused by the tenant/s, the cost of such repair will be paid by the tenant/s. In the event of a tradesman/serviceman being sent to the property to carry out repairs and;

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

(b) If an arrangement has been made with the tenant/s for a tradesman/serviceman to call to the property at a particular time and they cannot gain access, the tenant/s shall be liable for the service call charge.

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

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

Smoking

40. All Wilson Property RPM properties are smoke free environments. The tenant/s and the tenant/s visitors acknowledge that they are not to smoke cigarettes or cigars inside the property. Any damage to the property caused by the tenants is to be remedied. This may include, but not limited to, professional washing or repainting of walls, professional cleaning of soft furnishings, professional deodorising treatment or replacement of stained fixtures and fittings.

Fixtures and Fittings

41. The tenant/s are not permitted to install PAY TV, fixtures or fittings to the property without written permission from the Landlord / agent / Body Corporate.

41.1 The Tenant must not install fixtures or make additions to the property without the consent of the Landlord first had and obtained. Pursuant to this lease any form of swimming pool is considered an addition to the property requiring application by the tenant for Landlord/s consent in writing. Any such application shall be made on the basis that the tenant complies with all statutory regulations pertaining to the pool

including but not limited to fencing and safety, the tenant to hold the Landlord harmless and indemnify the Landlord against any failure by the tenant to so comply.

41.2 The tenant/s agrees that all plants in pots are to be placed on the tiled area or alternatively in suitable containers raised at least 20 cm above the carpeted area. Any staining or damage caused will required to be remedied in a tradesman like manner at the tenant's expense.

Condition Report

42. Failure by the tenant/s to return one amended copy of the condition report to the Agents office within three (3) business days of receipt shall make the tenant/s liable to a penalty pursuant of Sub-section 73(2) of the Act. (Penalty for Breach: $200).

Periodic Inspections

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

Contact Details

44. The tenant/s agrees to notify the agent immediately as to any change in any contact details including private / business / mobile telephone numbers, email address and changes in occupation.

Vehicles and Parking

45. The tenant/s shall not park or allow to be parked, vehicles on the premises which leak oil unless a suitable oil tray is provided. Cars are not to be driven or parked on any lawn or garden area and visitors cars are not permitted on the premises (only applicable to flats and units).

45.1 The tenant/s agree to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to the original condition forthwith.

Utilities

46. The tenant/s agrees that they will be liable to pay for water by consumption (where the property is separately metered), and furthermore it is the tenant/s responsibility to confirm their registration with Gippsland Water prior to occupying the premises.

Swimming pools

47. If a swimming pool is located on the premises the tenant/s acknowledges that the tenant/s is responsible for the safety of all persons using the swimming pool or entering the property. The tenant/s also acknowledges that the tenant/s is responsible for the maintenance of the said swimming pool, unless other

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arrangements have been made. Should the tenant supply their own pool at the property, it is at the liability of the tenant. Prior consent must be sought from Wilson Property RPM in writing. The tenant must comply with all relevant council regulations

Access to the property

48. If the tenant/s requires access to the property, outside normal business hours because of mislaid or lost keys, the tenant/s must organise a locksmith to gain access and incur this cost themselves. Should a staff member of Wilson Property RPM be required after hours to supply the tenant with a copy of the key, a $50 fee is payable prior to keys being supplied. Wilson Property RPM may use their discretion in such instances and reserve right to decline the afterhours call out.

Vacating the property

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

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

50.2 The tenant/s shall ensure that the carpets are professionally cleaned, a copy of the steam cleaning invoice will need to be provided for our records. Please be aware that a Britex (or similar) machine hired does not meet the requirement of 'professionally cleaned'. If your chosen carpet cleaner does not meet professional industry accreditation, we reserve the right to have the carpet re-cleaned by an industry professional at your cost.

I/We agree that I/We have read all the special conditions numbered 1 – 50.2 contained herein and agree to abide by all the rules and regulations stated in this signed contract.

Signature of tenant DocuSigned by: Anna Papaioannou FF55D18CC270498...

Signature of tenant DocuSigned by: Damian Ferguson 1972A7A573D3488...

Signature of Landlord DocuSigned by: Leanne Moore F5C6010286ED462...

for & on behalf of the Landlord

DocuSign Envelope ID: 0FC5EBD1-FC02-495B-A42E-06E9B7A78022

wilsonproperty
RESIDENTIAL PROPERTY MANAGEMENT

Privacy Act Consent Form

Due to changes in the Privacy Laws we must ensure that you fully understand the National Privacy Principals and the manner in which we must use your information in order to carry out our role as professional Property Managers. Please take the time to read this Privacy Statement carefully.

As of the 21st December, 2002 unless we have your written consent we are no longer able to give your name and contact details to our tradespeople or the landlord when you have a maintenance request or able to issue receipts for rent unless it is you that is actually paying the rent. You can see the benefits in signing this consent form.

Primary Purpose

As professional property managers, Wilson Property needs to collect and file personal information about you, to ensure that we effectively and efficiently perform our obligations to you as tenants.

To carry out our role during the term of your tenancy, we may disclose your personal information to:

- The landlord
- The landlord's lawyers
- The landlord's mortgagee
- Next of Kin
- Referees you have nominated on your application form
- Organisations / Trades people required to carry out maintenance to the premises
- Residential Tenancies Bond Authorities
- Residential Consumer and Business Affairs Officers
- Residential Tenancy Tribunals / Courts
- Collection Agents
- TICA - TICA Insurances Pty Ltd – 1902 220 346
- On The Move Pty Ltd – 1300 850 360
- Other Real Estate Agent and Landlords as requested

DocuSign Envelope ID: 0FC5EBD1-FC02-495B-A42E-06E9B7A78022

Secondary Purpose

Please initial next to each dot point if you consent to the use and disclosure.

We also collect your personal information to:

- Enable us to prepare the initial and renewed lease / tenancy documents for the property.
- Allow organisations / trades people to contact you in relation to maintenance items relating to the premises.
- Pay and release bonds to and from the Residential Tenancies Bond Authority.
- Refer to Tribunals, Courts and Statutory Authorities (where applicable).
- Refer to Collection Agents / Lawyers (where default or enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf regarding utilities (Gas, Electricity, Water, Phone line).
- Lodging your details on the National Tenancy Database as required.

If you do not consent to all of the above uses for which we may use your personal information, we cannot guarantee that we will be able to carry out all our duties to you as professional property managers. Consequently, we could not provide you with the service you deserve.

Signed DocuSigned by: Anna Papaioannou FF55D18CC270498... Date: 31/7/2020 | 6:55 PM AEST
(Signature)

Tenant Anna Papaioannou
(Print Full Name)

Property Address 3 Farmer Crescent, Traralgon

Agent DocuSigned by: Leanne Moore FEC6010286ED462... Date: 31/7/2020 | 12:25 PM AEST
Property Management Department on behalf of Wilson Property RPM

DocuSign Envelope ID: 0FC5EBD1-FC02-495B-A42E-06E9B7A78022

wilsonproperty
RESIDENTIAL PROPERTY MANAGEMENT

Privacy Act Consent Form

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- Lodging your details on the National Tenancy Database as required.

If you do not consent to all of the above uses for which we may use your personal information, we cannot guarantee that we will be able to carry out all our duties to you as professional property managers. Consequently, we could not provide you with the service you deserve.

DocuSigned by:
Damian Ferguson
1972A7A573D3488...

Signed _____ Date: 31/7/2020 | 1:59 AM PDT
(Signature)

Damian Ferguson

Tenant _____
(Print Full Name)

3 Farmer Crescent, Traralgon

Property Address _____

DocuSigned by:
Leanne Moore
EEC6010286ED462...

Agent _____ Date: 31/7/2020 | 12:25 PM AEST
Property Management Department on behalf of Wilson Property RPM

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.

(04/10/2016)

Land
.vic.gov.au

Property Report from www.land.vic.gov.au on 03 March 2021 05:15 PM

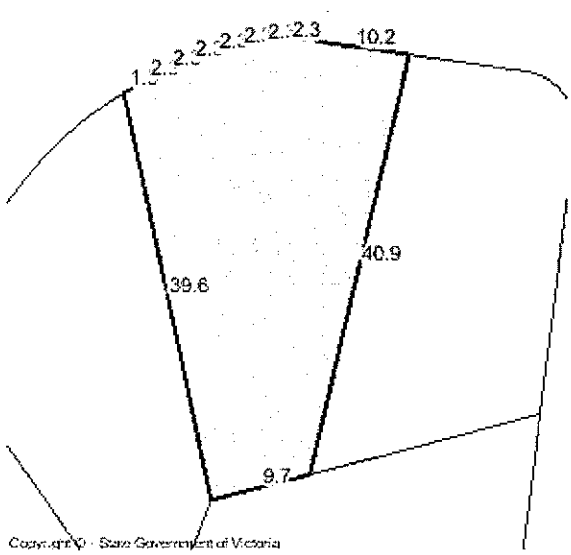
Address: 3 FARMER CRESCENT TRARALGON 3844
Lot and Plan Number: Lot 206 LP23924
Standard Parcel Identifier (SPI): 206\LP23924
Local Government (Council): LATROBE **Council Property Number:** 25392
Directory Reference: VicRoads 696 F4

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 763 sq. m
Perimeter: 118 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.

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

State Electorates

Legislative Council: EASTERN VICTORIA
Legislative Assembly: MORWELL

Utilities

Rural Water Corporation: Southern Rural Water
Urban Water Corporation: Gippsland Water
Melbourne Water: outside drainage boundary
Power Distributor: AUSNET (Information about choosing an electricity retailer)

Planning information continued on next page

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Land
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Planning Zone Summary

Planning Zone: NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 (NRZ4)

Planning Overlay: None

Planning scheme data last updated on 24 February 2021.

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

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

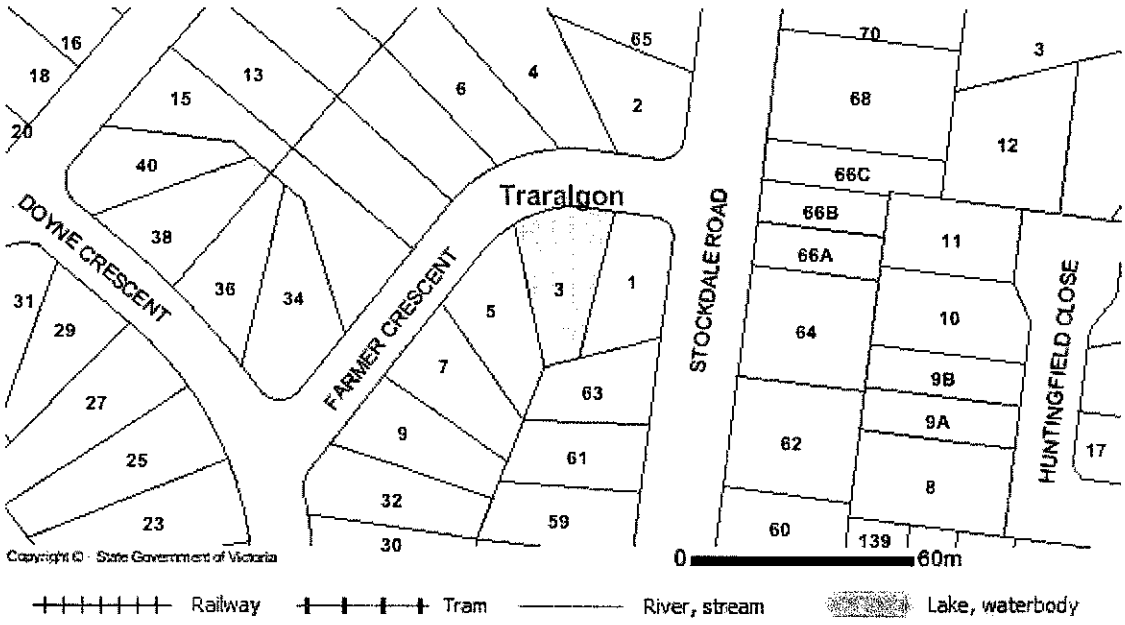
The Planning Property Report includes separate maps of zones and overlays

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 Planning Maps Online

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

Area Map



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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au on 03 March 2021 05:17 PM

PROPERTY DETAILS

Address:	**3 FARMER CRESCENT TRARALGON 3844**	
Lot and Plan Number:	**Lot 206 LP23924**	
Standard Parcel Identifier (SPI):	**206\LP23924**	
Local Government Area (Council):	**LATROBE**	www.latrobe.vic.gov.au
Council Property Number:	**25392**	
Planning Scheme:	**Latrobe**	planning-schemes.delwp.vic.gov.au/schemes/latrobe
Directory Reference:	**VicRoads 696 F4**	

UTILITIES

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

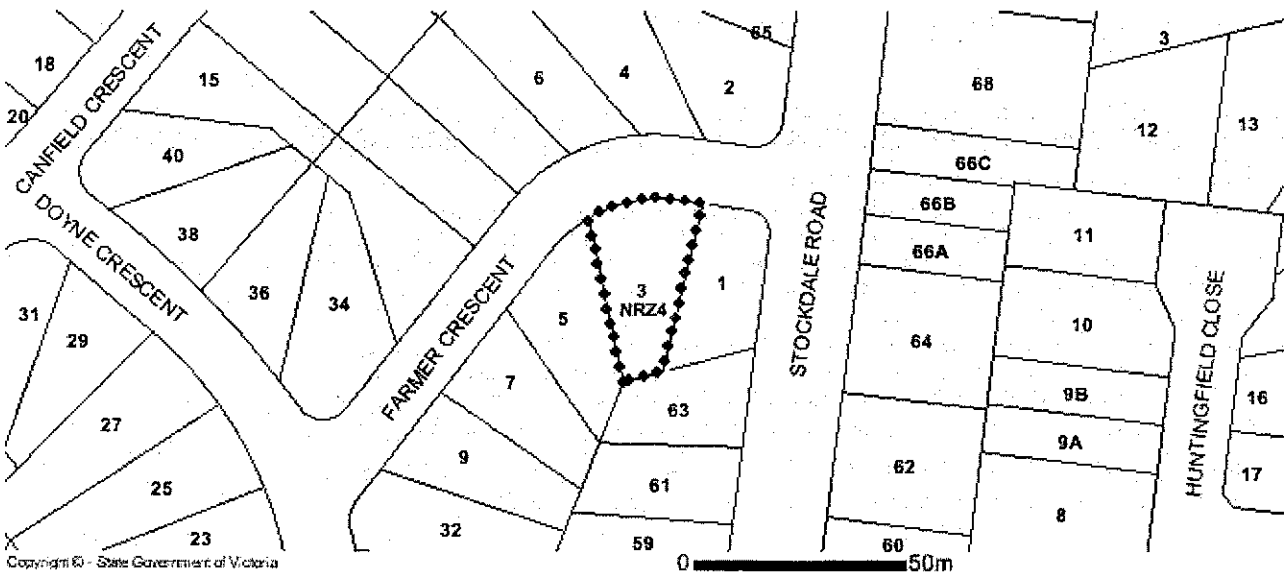
STATE ELECTORATES

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

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 (NRZ4)



NRZ - Neighbourhood Residential

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

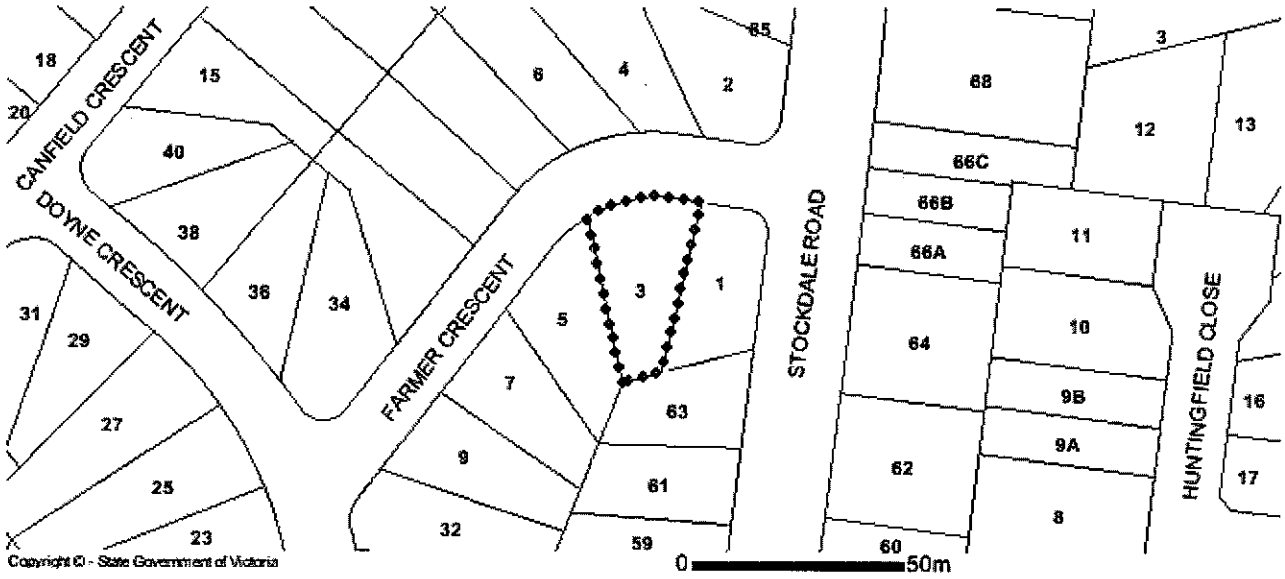
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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlay

None affecting this land



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 24 February 2021.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.*** It does not include information about exhibited planning scheme amendments, or zonings that may 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 http://mapshare.maps.vic.gov.au/vicplan

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

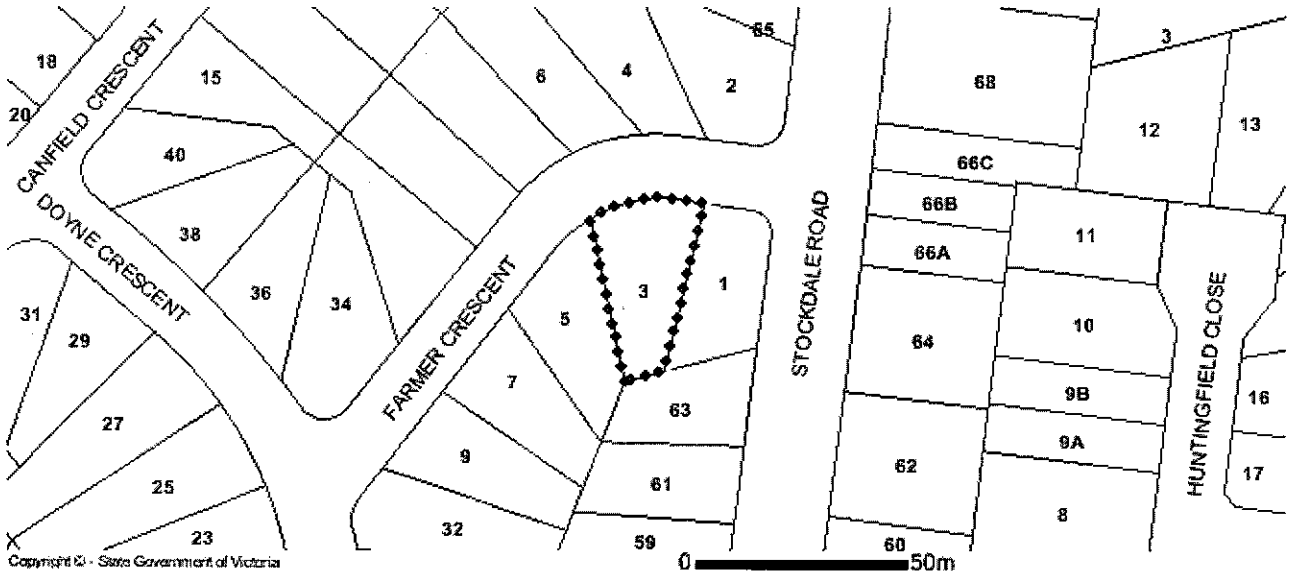
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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Designated Bushfire Prone Area

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



Designated Bushfire Prone Area

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

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

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

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

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

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

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

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DATED 2021

PROFOUND INSIGHTS PTY LTD ATF PAUL HILL FAMILY TRUST

VENDORS STATEMENT

Property: **3 Farmer Crescent, Traralgon 3844**

Littleton Hackford
Lawyers
115 Hotham Street
Traralgon Vic 3844
Tel: 03 5172 2444
Fax: 03 5174 9316
DX 84408 Traralgon
Ref: DRH:GM:210337