# Rennicks Conveyancing Pty Ltd

# Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

| | | |
|---|---|---|
| **Land** | 99A BREED STREET, TRARALGON VIC 3844 | |
| **Vendor's name** | Rhys William Patterson | **Date** / / |
| **Vendor's signature** | Rhys William Patterson (Jul 31, 2024 20:16 GMT+10) | |
| **Vendor's name** | Abbie Maree Patterson | **Date** / / |
| **Vendor's signature** | Abbie Maree Patterson (Jul 31, 2024 20:20 GMT+10) | |
| **Purchaser's name** | | **Date** / / |
| **Purchaser's signature** | | |
| **Purchaser's name** | | **Date** / / |
| **Purchaser's signature** | | |

# 1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: $3,200.00

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

| | To | |
|---|---|---|

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

| | |
|---|---|
| (a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows | AVPC No. 120 |
| (b) Is the land tax reform scheme land within the meaning of the CIPT Act? | ☐ YES ☒NO |
| (c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows | Date:<br>OR<br>☒ Not applicable |

# 2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

# 3. LAND USE

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

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

☒ Is in the attached copies of title document/s

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

☒ Attached is a certificate with the required specified information.

☒ The required specified information is as follows:

| | | |
|---|---|---|
| (a) | Name of planning scheme | Latrobe Planning Scheme |
| (b) | Name of responsible authority | Latrobe City Council |
| (c) | Zoning of the land | General Residential Zone (GRZ) - Schedule 2 (GRZ2) |
| (d) | Name of planning overlay | None |

## 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")

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

Not Applicable

## 8. SERVICES

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

| | | | | |
|---|---|---|---|---|
| Electricity supply ☐ | Gas supply ☐ | Water supply ☐ (Gippsland Water) | Sewerage ☐ (Gippsland Water) | Telephone services ☒ |

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 their account with the service provider before settlement and the purchaser will have to pay to have the service reconnected.

## 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)*

| |
|---|
| State Revenue Office Land Tax Certificate |

| |
|---|
| Gippsland Water Information Statement |
| Residential Tenacy Agreement dated 29/09/2022 |
| GST Withholding Notice |
| Planning Certificate dated 23/07/2024 |
| Land Victoria Property/Planning Reports |

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

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



VOLUME 10640 FOLIO 092

Security no : 124116857788T
Produced 23/07/2024 05:05 PM

## LAND DESCRIPTION

Lot 3 on Plan of Subdivision 448886D.
PARENT TITLE Volume 10063 Folio 484
Created by instrument PS448886D 08/04/2002

## REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ABBIE MAREE PATTERSON
RHYS WILLIAM PATTERSON both of 3 MARY CLAIRE STREET TRARALGON VIC 3844
AV952501M 12/08/2022

## ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV952502K 12/08/2022
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 set out under DIAGRAM LOCATION below.

## DIAGRAM LOCATION

SEE PS448886D 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: 99A BREED STREET TRARALGON VIC 3844

## ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 12/08/2022

DOCUMENT END



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| Document Identification | **PS448886D** |
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| Document Assembled | **23/07/2024 17:05** |

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# PLAN OF SUBDIVISION

STAGE NO. /

LTO use only
EDITION 1

Plan Number
PS 448 886 D

## Location of Land

Parish: TRARALGON
Township: ———
Section: ———
Crown Allotment: ———
Crown Portion: 22 (PART)
LTO Base Record: VICMAP DIGITAL - PROPERTY
Title Reference: VOL 10063 FOL 484

Last Plan Reference: LP 26892 (LOT 2)
Postal Address: 1 CLIFT COURT
(at time of subdivision) TRARALGON 3844

AMG Co-ordinates E 459 080 ZONE: 55
(of approx. centre of land in plan) N 5 772 920

## Council Certification and Endorsement

Council Name: LATROBE CITY COUNCIL Ref: 01067

1. This plan is certified under section 6 of the Subdivision Act 1988.
~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.~~
~~Date of original certification under section 6 / /~~
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 ~~has~~/has not been made.
~~(ii) The requirement has been satisfied.~~
~~(iii) The requirement is to be satisfied in Stage.....~~

Council Delegate
~~Council Seal~~
Date 23 / 1 / 02

~~Re-certified under section 11(7) of the Subdivision Act 1988.~~
~~Council Delegate~~
~~Council Seal~~
~~Date / /~~

## Vesting of Roads and / or Reserves

| Identifier | Council/Body/Person |
|---|---|
| NIL | NIL |

## Notations

Staging This ~~is~~/is not a staged subdivision
Planning Permit No. 01067

Other Purpose of Plan:
Remove the drainage & sewerage easement created in LP26892 and shown as E-1 on C/T Vol. 10063 Fol. 484

Grounds for Removal of Easement:
Latrobe City Council Planning Permit No. 01067

Depth Limitation DOES NOT APPLY

The land being subdivided is enclosed within thick continuous lines.

Survey This plan is/~~is not~~ based on survey.
This survey has been connected to permanent marks no(s). 145, 146, 339 & 340
in Proclaimed Survey Area No. ———

## Easement Information

Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement
A - Appurtenant Easement R - Encumbering Easement (Road)

EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL OF THE LAND IN THIS PLAN

| Subject Land | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of |
|---|---|---|---|---|
| E-1 | PIPELINE OR ANCILLARY PURPOSES | 2 | THIS PLAN | CENTRAL GIPPSLAND REGION WATER AUTHORITY |

LTO use only

Statement of Compliance/ Exemption Statement
Received ☑
Date 14 / 3 / 02

LTO use only
PLAN REGISTERED
Time 3.21 PM
Date 8 / 4 / 2002
Assistant Registrar of Titles

Sheet 1 of 2 Sheets

BEVERIDGE WILLIAMS & CO. PTY.LTD.
ACN 006 197 235 ABN 44 622 029 694
SURVEYORS .ENGINEERS .PLANNERS
ENVIRONMENTAL CONSULTANTS
PO BOX 2205 CAULFIELD JUNCTION 3161 95284444
PO BOX1465 BALLARAT MAIL CENTRE 3354 53313877
PO BOX 161 LEONGATHA 3953 56622630
PO BOX 129 WONTHAGGI 3995 56721505
PO BOX 1916 TRARALGON 3844 51760374

LICENSED SURVEYOR (PRINT) PIETER BRUCE VROEGOP
SIGNATURE ..... DATE 21/1/2002
REF. 9996 VERSION 2

DATE 23/ 1 / 02
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

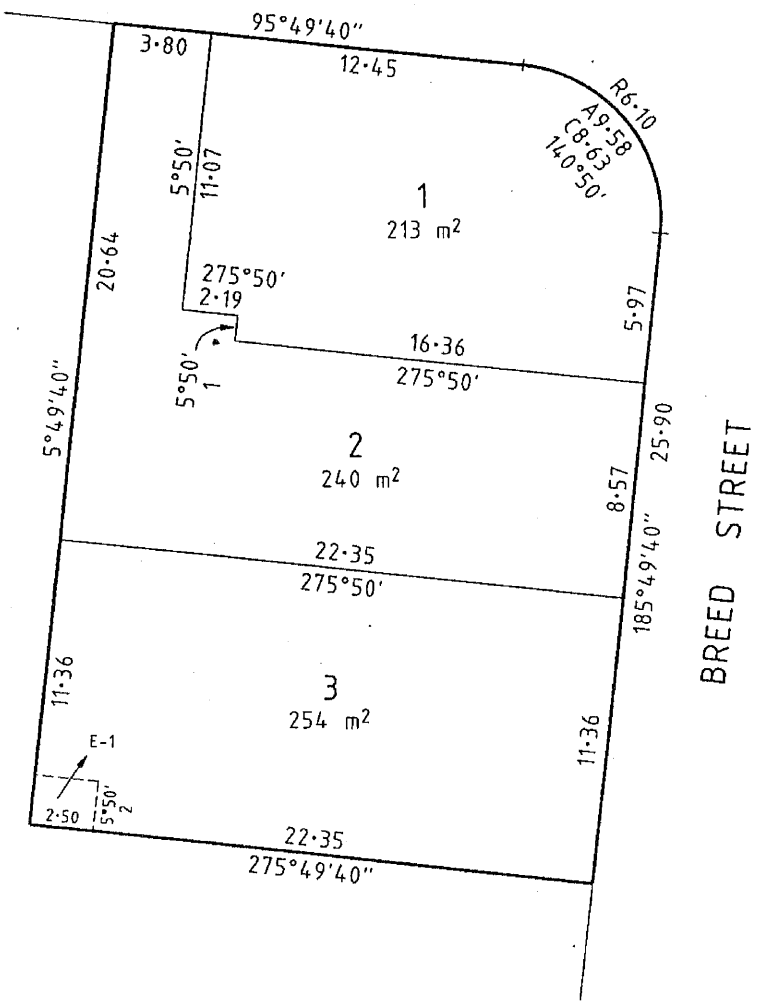
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# PLAN OF SUBDIVISION

Stage No. /

Plan Number **PS 448 886 D**

AMG ZONE 55




BEVERIDGE WILLIAMS & CO. PTY.LTD.
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PO BOX 1916 TRARALGON 3844 51760374

Sheet 2 of 2 Sheets

ORIGINAL

| SCALE | SHEET SIZE |
|---|---|
| 1:200 | A3 |

SCALE

2 0 2 4 6 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) PIETER BRUCE VROEGOP

SIGNATURE ..... DATE 21/1/2002

REF. 9996 VERSION 2

DATE 23/1/02

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

REVERSE IMAGE INKJET

# Property Clearance Certificate

*Land Tax*

STATE REVENUE OFFICE VICTORIA

INFOTRACK / RENNICKS CONVEYANCING PTY LTD

| | |
|---|---|
| **Your Reference:** | 00109838 |
| **Certificate No:** | 79141087 |
| **Issue Date:** | 23 JUL 2024 |
| **Enquiries:** | ESYSPROD |

**Land Address:** 99A BREED STREET TRARALGON VIC 3844

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|---|---|---|---|---|---|
| 29521758 | 3 | 448886 | 10640 | 92 | $500.00 |

**Vendor:** ABBIE PATTERSON & RHYS PATTERSON

**Purchaser:** FOR INFORMATION PURPOSES

| Current Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|---|---|---|---|---|---|
| MR RHYS WILLIAM PATTERSON | 2024 | $80,000 | $500.00 | $0.00 | $500.00 |

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

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

**Comments:**

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---|---|---|---|---|

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: | $370,000 |
| SITE VALUE: | $80,000 |
| **CURRENT LAND TAX CHARGE:** | **$500.00** |

# Notes to Certificate - Land Tax

**Certificate No:** 79141087

**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" 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 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 = $500.00

Taxable Value = $80,000

Calculated as $500 plus ( $80,000 - $50,000) multiplied by 0.000 cents.

## Land Tax - Payment Options

**BPAY**

Biller Code:5249
Ref: 79141087

**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: 79141087

**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*

STATE REVENUE OFFICE VICTORIA

*INFOTRACK / RENNICKS CONVEYANCING PTY LTD*

| | |
|---|---|
| **Your Reference:** | 00109838 |
| **Certificate No:** | 79141087 |
| **Issue Date:** | 23 JUL 2024 |
| **Enquires:** | ESYSPROD |

**Land Address:** 99A BREED STREET TRARALGON VIC 3844

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|---|---|---|---|---|---|
| 29521758 | 3 | 448886 | 10640 | 92 | $0.00 |

| AVPCC | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment |
|---|---|---|---|---|
| 120 | 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: | $370,000 |
| SITE VALUE: | $80,000 |
| **CURRENT CIPT CHARGE:** | **$0.00** |

# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 79141087

**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 / RENNICKS CONVEYANCING PTY LTD

| | |
|---|---|
| **Your Reference:** | 00109838 |
| **Certificate No:** | 79141087 |
| **Issue Date:** | 23 JUL 2024 |

| | |
|---|---|
| **Land Address:** | 99A BREED STREET TRARALGON VIC 3844 |

| Lot | Plan | Volume | Folio |
|---|---|---|---|
| 3 | 448886 | 10640 | 92 |

| | |
|---|---|
| **Vendor:** | ABBIE PATTERSON & RHYS PATTERSON |
| **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:** 79141087

**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: 79141081

**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: 79141081

**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.

GIPPSLAND WATER

55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

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

# INFORMATION STATEMENT

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

24 July 2024

**Your Reference :** 73634747-026-7
**Our Reference:** 00139522-04

Landata

Secure Electronic Registries Vic (SERV) Locked Bag

MELBOURNE VIC 3001

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

**Applicant:** Landata
**Property Address:** 99A Breed St Traralgon Vic 3844
**Information Statement No:** 159041

Please find enclosed:

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

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

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

Yours sincerely

Nigel Gerreyn
**MANAGER PROPERTY SERVICES**

GIPPSLAND WATER

55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

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

**INFORMATION STATEMENT**

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

# Section 158 Statement

*(Water Act 1989)*

| | | | |
|---|---|---|---|
| **Date of Issue:** | 24/07/2024 | **Your Reference :** | 73634747-026-7 |
| **Information Statement No:** | 159041 | **Our Reference:** | 00139522-04 |

**Property Address:** 99A Breed St Traralgon Vic 3844
**Property Details:** Lot 3 Plan PS448886
**Settlement Date:** 31/10/2024

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

- ⇨ This property is serviced by a combined sewer drain. Gippsland Water has no powers within an Owners Corporation and no control over, or responsibility for internal common sewer drains. Therefore, maintenance of a common sewer drain is the responsibility of the Owners Corporation or the joint responsibility of the property owners where no Owners Corporation exists.
- ⇨ This property is serviced by a shared water supply. Gippsland Water has no powers within the Owners Corporation and no control over, or responsibility for internal common water supply pipes. Therefore, maintenance of a common water service is the responsibility of the Owners Corporation or the joint responsibility of the property owners where no Owners Corporation exists.
- ⇨ This property has a tenant registered, if the tenant is vacating at settlement please advise Gippsland Water no less than two (2) working days prior to settlement to enable a final water meter reading to be scheduled.

**Protection of Gippsland Water Assets:**

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

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

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

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

GIPPSLAND WATER

55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

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

# INFORMATION STATEMENT

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

## Financial Statement

| | | | |
|---|---|---|---|
| **Date of Issue:** | 24/07/2024 | **Your Reference :** | 73634747-026-7 |
| **Information Statement No:** | 159041 | **Our Reference:** | 00139522-04 |

**Property Address:** 99A Breed St Traralgon Vic 3844
**Property Details:** Lot 3 Plan PS448886
**Settlement Date:** 31/10/2024

**Gippsland Water billing periods: 01 Jul to 31 Oct, 01 Nov to 29 Feb and 01 Mar to 30 June**

Charges levied for billing period: 01 Jul to 31 Oct

| **Financial Information:** | |
|---|---|
| Brought Forward Balance | 0.00 |
| Sewer Scheme Charges | 0.00 |
| **Adjustable Charges:** | |
| Water Service Charges | 63.66 |
| Wastewater Service Charges | 292.52 |
| Fire Service Charges | 0.00 |
| Commercial Trade Waste Charges | 0.00 |
| **Non Adjustable Charges:** | |
| Wastewater Volumetric Charges | 0.00 |
| Notional / Usage Charges | 0.00 |
| Miscellaneous / Adjustments / Credits | 0.00 |
| **Total Outstanding** | **356.18** |

(Please note: CR denotes a credit)

BPAY **Biller Code: 3475**
**REF: 3680 0000 1395 2204 5**
Pay by savings or credit card

Gippsland Water Authorised Officer: _____ Date: 24 July 2024

GIPPSLAND WATER Solicitors Updates Online Tool

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

REGISTER TODAY

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

GIPPSLAND WATER

55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

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

# INFORMATION STATEMENT

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

## Important Information

**Gippsland Water bill period:**
Gippsland Water bills three times per year, for billing periods: 01/07 to 31/10, 01/11 to 29/02 and 01/03 to 30/06.

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

**Adjustable and non adjustable charges:**
Charges listed under the adjustable charges section are fixed service charges that are applicable to the property e.g. water availability charges. Charges listed under the non adjustable section are applicable to the customer e.g. notional/usage charges, these charges do not need to be adjusted.
Do not adjust on any credit balances as any credit remaining after settlement will remain with the vendor.

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

**Financial updates:**
It is important to obtain a financial update within 10 days of settlement. Balances may change throughout the bill period and any unpaid charges may be transferred to the purchaser at settlement. Updates can be obtained online through the solicitor updates online
https://www.gippswater.com.au/developers/property-connections/solicitor-updates-online.

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

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

**Automatic eBilling Registration for new customers**
Gippsland Water will automatically register our customers for electronic billing upon the creation of their account. Customers can switch to receiving paper bills by post at any time. Refer to our eBilling terms and conditions for more information: www.gippswater.com.au/digital-billing-terms-conditions. We will not disclose personal information to any external parties without consent, unless required or authorised by law. Refer to our privacy policy which sets out how and why we collect, use and disclose your personal information: www.gippswater.com.au/legal/privacy-policy
You can request a printed version of the eBilling Terms and Conditions and/or Privacy by emailing us at contactus@gippswater.com.au or call us on 1800 050 500.




# Gippsland Water Asset Plan

**99A Breed St Traralgon**
**Information Statement No:** 159041
**Date Issued:** 24/07/2024

GIPPSLAND WATER

| Water Pipes | Sewer Pipes | House Discharge Line | | |
|---|---|---|---|---|
| Reticulation | Gravity | House Discharge Line | Maintenance Point | Collection Tank |
| Distribution | Pressure | | Manhole | |
| Transfer | Rising Main | | Pipe End | |

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

**UCX Realty Pty Ltd T/A One Agency Latrobe Valley**
14C Hotham Street,
Traralgon, VIC 3844

P: 03 5174 2740
ABN: 75 630 881 195

ONE AGENCY
LATROBE VALLEY

# Residential Rental Agreement

for

99A Breed St, Traralgon VIC 3844

This agreement is between **Rhys Patterson, Abbie Patterson** and **Billy Glover, Ethan Algie-Moore**.

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# Residential Rental Agreement of no more than 5 years

*Residential Tenancies Act 1997* Section 26(1)

Regulation 10(1)

## Part A - General

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

### 1. Date of agreement

This is the date the agreement is signed

Thu 29/09/2022

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

99A Breed St, Traralgon VIC **Postcode** 3844

### 3. Rental provider details

| | |
|---|---|
| Full name or company name of rental provider | Rhys Patterson, Abbie Patterson |
| | |
| Address (if no agent is acting for the rental provider) | **Postcode** |
| Phone number | |
| ACN (if applicable) | |
| Email address | |

**Rental provider's agent details** (if applicable)

| | |
|---|---|
| Full name | UCX Realty Pty Ltd T/A One Agency Latrobe Valley |
| Address | 14C Hotham Street, Traralgon, VIC **Postcode** 3844 |
| Phone number | 03 5174 2740 |
| ACN (if applicable) | 630 881 195 |
| Email address | christal@oneagencylv.com.au |

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

## 4. Renter details

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

| | |
|---|---|
| Full name of **renter 1** | Billy Glover |
| Current Address: | 168 Liddiard Road, Traralgon Vic **Postcode** 3844 |
| Phone number: | 0457 449 863 |
| Email: | gloverbilly@outlook.com |
| Full name of **renter 2** | Ethan Algie-Moore |
| Current Address: | 90 Neaves Road , Callignee Vic **Postcode** 3844 |
| Phone number: | 0467 314 436 |
| Email: | ethanalgie@gmail.com |
| Full name of **renter 3** | |
| Current Address: | **Postcode** |
| Phone number: | |
| Email: | |
| Full name of **renter 4** | |
| Current Address: | **Postcode** |
| Phone number: | |
| Email: | |

## 5. Length of the agreement

☑ Fixed term agreement — Start date: Thu 13/10/2022 — End date: Sat 12/10/2024 (this is the date the agreement starts and you may move in)

☐ Periodic agreement (monthly) — Start date:

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

---

**6. Rent**

| | |
|---|---|
| Rent amount($)<br>(payable in advance) | 1694.65 |
| To be paid per | ☐ week ☐ fortnight ☑ calendar month |
| Day rent is to be paid (e.g. each Thursday or the 11th of each month) | 13th day of each month |
| Date first rent payment due | Thu 13/10/2022 |

---

**7. Bond**

The renter has been asked to pay the bond specified below.

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

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

| | |
|---|---|
| **Rental bond amount($)** | 1694 |
| **Date bond payment due** | Thu 13/10/2022 |

## Part B – Standard terms

---

**8. Rental provider's preferred method of rent payment**

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

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

(Rental provider to tick permitted methods of rent payment)

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

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

| | |
|---|---|
| BSB: | 633 000 |
| Account: | 165 031 378 |
| Account name: | UCX Realty Pty Ltd Rental Trust |
| Bank Reference: | TEN00102 |

Fees

0.00

## 9. Service of notices and other documents by electronic methods

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

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

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

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

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

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

☑ Yes — Christal Crosdale: christal@oneagencylv.com.au

☐ No

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

(Renter to tick as appropriate)

**Renter 1** ☑ Yes — Billy Glover: gloverbilly@outlook.com

☐ No

**Renter 2** ☑ Yes — Ethan Algie-Moore: ethanalgie@gmail.com

☐ No

**Renter 3** ☐ Yes

☐ No

**Renter 4** ☐ Yes

☐ No

## 10. Urgent repairs

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

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

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

| | |
|---|---|
| Emergency contact name | One Agency Latrobe Valley |
| Emergency phone number | 03 5174 2740 |
| Emergency email address | christal@oneagencylv.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.

---

**18 Relocatable pool safety activities**

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

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

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

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

---

**19 Bushfire prone area activities**

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

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

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

## Part D – Rights and obligations

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

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

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

### 20. Use of the premises

The renter:

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

### 21. Condition of the premises

The rental provider:

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

The renter:

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

### 22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

### 23. Locks

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

### 24. Repairs

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

### 25. Urgent repairs

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

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2500.

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

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

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

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

## 26. Non-urgent repairs

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

## 27. Assignment or sub-letting

### The renter:

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

### The rental provider:

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

## 28. Rent

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

## 29. Access and entry

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

## 30. Pets

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

**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. Breaking Lease or Change of Renter/s

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

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

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

### Rental Arrears

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

### Repairs and Maintenance

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

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

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

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

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

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

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

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

**Smoking**

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

**Periodic / Routine Inspections**

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

**Contact Details**

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

**Vehicles and Parking**

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

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

**Swimming Pools**

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

**Access to the Property**

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

**Vacating the Property**

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

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

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

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

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

## Property Disclosures

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

### Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?
(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)
If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.
Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☑ No

Comments

-

### Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?
If yes, please provide details below.

☐ Yes ☑ No

Comments

-

### Homicide

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

☐ Yes ☑ No

Comments

-

## Drug Contamination

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

☐ Yes ☑ No

Comments

-

## Mould or Dampness

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

☐ Yes ☑ No

Comments

-

## Safety Checks

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

☐ Yes ☑ No

Comments

*Gas check only is done please arrange electrical*

## Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

☐ Yes ☑ No

Comments

-

## Asbestos

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

☐ Yes ☑ No

Comments

-

## Building/Planning Permit

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

☐ Yes ☑ No

Comments

-

## Building Work Dispute

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

☐ Yes ☑ No

Comments

-

## OC Dispute

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

☐ Yes ☑ No

Comments

-

## Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes ☑ No

Comments

-

## Heritage Register

Are the premises considered a registered place?
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

☐ Yes ☑ No

Comments

-

## Minimum Standards

Do the premises comply with the rental minimum standards?
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards).
If the premises does not meet any of the requirements, please provide details below.

☑ Yes ☐ No

Comments

-

## Right To Let the Premises

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

☑ Yes ☐ No

Comments

-

## Mortgagee Possession

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

☐ Yes ☑ No

Comments

-

**Renter Acknowledgement**

1. *Billy Glover viewed and acknowledged at Thu, 29/09/2022 12:55 from device: iOS 15.6.1 iPhone Mobile Safari 15.6.1*
2. *Ethan Algie-Moore viewed and acknowledged at Wed, 28/09/2022 12:07 from device: Android 11 Oppo CPH2021 Chrome Mobile 105.0.0*

### Privacy Collection Notice

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

### Primary Purpose

As professional property managers, **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

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

- The **Rental Provider**
- The **Rental Provider**'s lawyers
- The **Rental Provider**'s mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd")
- Other Real Estate Agents, **Rental Providers** and Valuers

### Secondary Purpose

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

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

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

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

The **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** privacy policy can be viewed without charge on the **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** website; or contact your local **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** office and we will send or email you a free copy.

### Disclaimer

**UCX Realty Pty Ltd T/A One Agency Latrobe Valley** its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

**Signatures**

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

**Rental Provider**

Rental Provider 1: **Rhys Patterson**



*Signed at Thu, 29/09/2022 18:44 , from device: iOS 15.6 iPhone Chrome Mobile iOS 105.0.5195*

Rental Provider 2: **Abbie Patterson**



*Signed at Thu, 29/09/2022 15:26 , from device: Windows 10 Other Chrome 105.0.0*

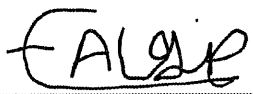
**Renter(s)**

Renter 1: **Billy Glover**



*Signed at Thu, 29/09/2022 12:57 , from device: iOS 15.6.1 iPhone Mobile Safari 15.6.1*

Renter 2: **Ethan Algie-Moore**



*Signed at Wed, 28/09/2022 12:13 , from device: Android 11 Oppo CPH2021 Chrome Mobile 105.0.0*

## AUDIT TRAIL

**Billy Glover (Renter)**

Thu, 29/09/2022 12:46 - Billy Glover clicked 'start' button to view the Residential Rental Agreement *(iOS 15.6.1 iPhone Mobile Safari 15.6.1, IP: 120.158.184.31)*

Thu, 29/09/2022 12:57 - Billy Glover signed the Residential Rental Agreement *(iOS 15.6.1 iPhone Mobile Safari 15.6.1, IP: 120.158.184.31)*

Thu, 29/09/2022 12:58 - Billy Glover submitted the Residential Rental Agreement *(iOS 15.6.1 iPhone Mobile Safari 15.6.1, IP: 120.158.184.31)*

**Ethan Algie-Moore (Renter)**

Wed, 28/09/2022 11:33 - Ethan Algie-Moore clicked 'start' button to view the Residential Rental Agreement *(Android 11 Oppo CPH2021 Chrome Mobile 105.0.0, IP: 1.136.105.72)*

Wed, 28/09/2022 12:01 - Ethan Algie-Moore clicked 'start' button to view the Residential Rental Agreement *(Android 11 Oppo CPH2021 Chrome Mobile 105.0.0, IP: 1.136.105.72)*

Wed, 28/09/2022 12:13 - Ethan Algie-Moore signed the Residential Rental Agreement *(Android 11 Oppo CPH2021 Chrome Mobile 105.0.0, IP: 1.136.105.72)*

Wed, 28/09/2022 12:13 - Ethan Algie-Moore submitted the Residential Rental Agreement *(Android 11 Oppo CPH2021 Chrome Mobile 105.0.0, IP: 1.136.105.72)*

**Rhys Patterson (Rental Provider)**

Thu, 29/09/2022 18:39 - Rhys Patterson clicked 'start' button to view the Residential Rental Agreement

Thu, 29/09/2022 18:44 - Rhys Patterson signed the Residential Rental Agreement

Thu, 29/09/2022 18:44 - Rhys Patterson submitted the Residential Rental Agreement

**Abbie Patterson (Rental Provider)**

Thu, 29/09/2022 15:24 - Abbie Patterson clicked 'start' button to view the Residential Rental Agreement

Thu, 29/09/2022 15:26 - Abbie Patterson signed the Residential Rental Agreement

Thu, 29/09/2022 15:27 - Abbie Patterson submitted the Residential Rental Agreement

## AGREEMENT END

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

# Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

**To:** The Purchaser(s)
**From:** Rhys William Patterson and Abbie Maree Patterson, 22 Ibiza Place, Carseldine QLD 4034

**Property Address:** 99A Breed Street, Traralgon VIC 3844
Lot: 3 Plan of subdivision: 448886D

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

Dated:

Signed by:

Rhys William Patterson (Jul 31, 2024 20:16 GMT+10)

Rhys William Patterson

Abbie Maree Patterson (Jul 31, 2024 20:20 GMT+10)

Abbie Maree Patterson

# PLANNING CERTIFICATE

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

**CERTIFICATE REFERENCE NUMBER**

**1051935**

**APPLICANT'S NAME & ADDRESS**

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

**MELBOURNE**

**VENDOR**

**PATTERSON, RHYS WILLIAM**

**PURCHASER**

**NOT KNOWN, NOT KNOWN**

**REFERENCE**

**215433**

This certificate is issued for:

LOT 3 PLAN PS448886 ALSO KNOWN AS 99A BREED STREET TRARALGON
LATROBE CITY

The land is covered by the:
LATROBE PLANNING SCHEME

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

The land:
- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 2

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

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

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

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

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

23 July 2024

**Sonya Kilkenny**
**Minister for Planning**

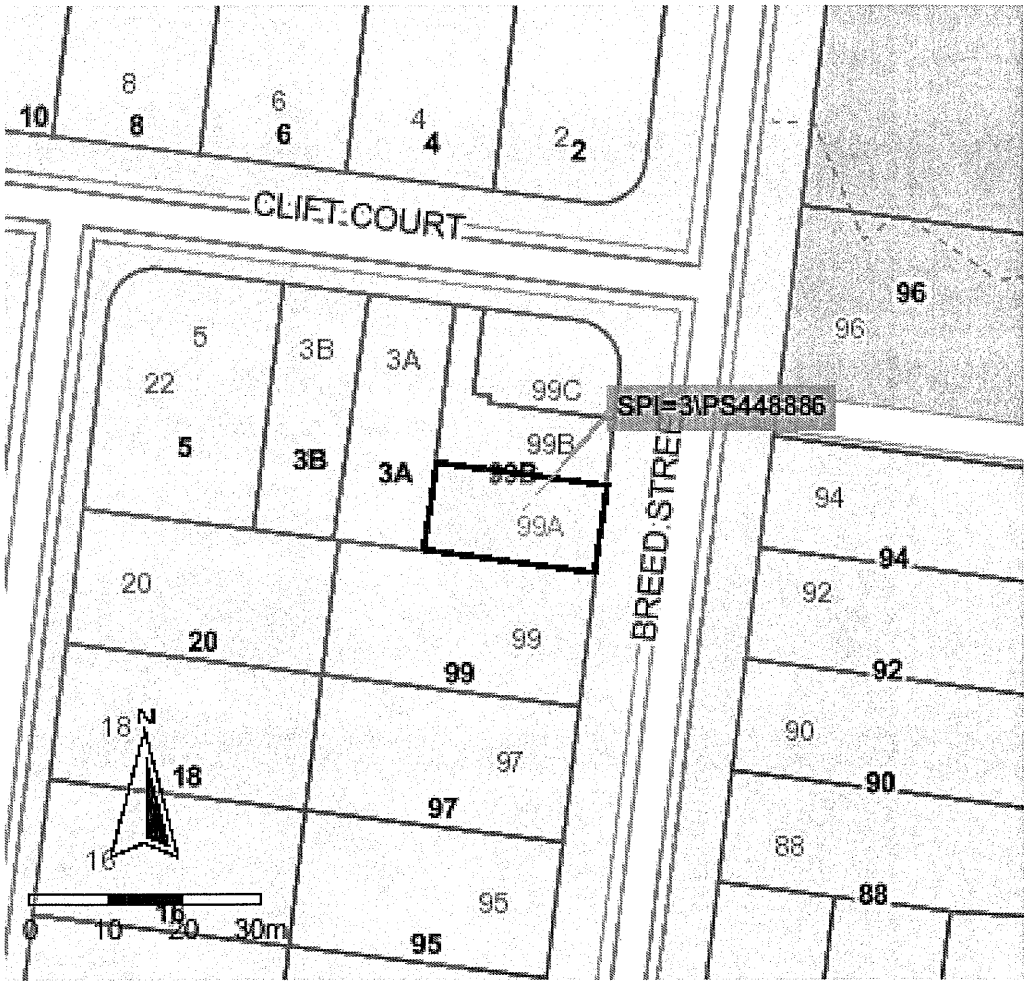
VICTORIA State Government

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

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

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

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




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**Choose the authoritative Planning Certificate**

***Why rely on anything less?***

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

**Privacy Statement**

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

VICTORIA State Government

# PROPERTY REPORT

VICTORIA State Government | Energy, Environment and Climate Action

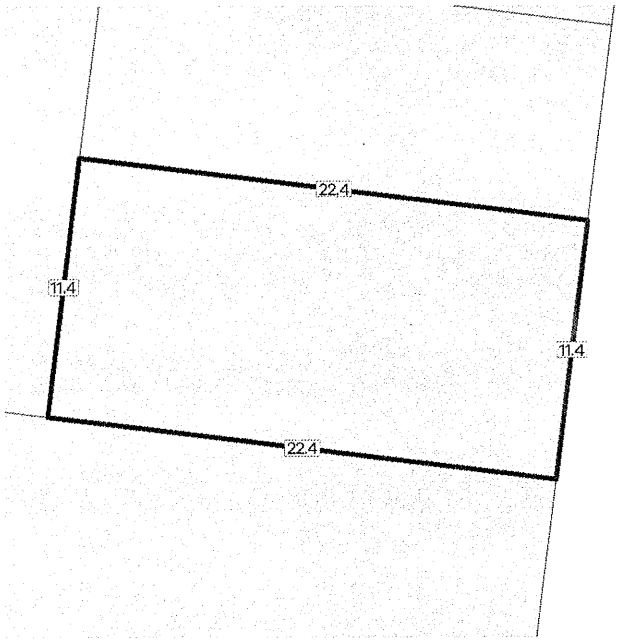
From www.land.vic.gov.au at 23 July 2024 05:06 PM

## PROPERTY DETAILS

| | |
|---|---|
| Address: | **99A BREED STREET TRARALGON 3844** |
| Lot and Plan Number: | **Lot 3 PS448886** |
| Standard Parcel Identifier (SPI): | **3\PS448886** |
| Local Government Area (Council): | **LATROBE** www.latrobe.vic.gov.au |
| Council Property Number: | **45205** |
| Directory Reference: | **Vicroads 696 H4** |

## SITE DIMENSIONS

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




**Area:** 254 sq. m
**Perimeter:** 67 m
For this property:
—— Site boundaries
—— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

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

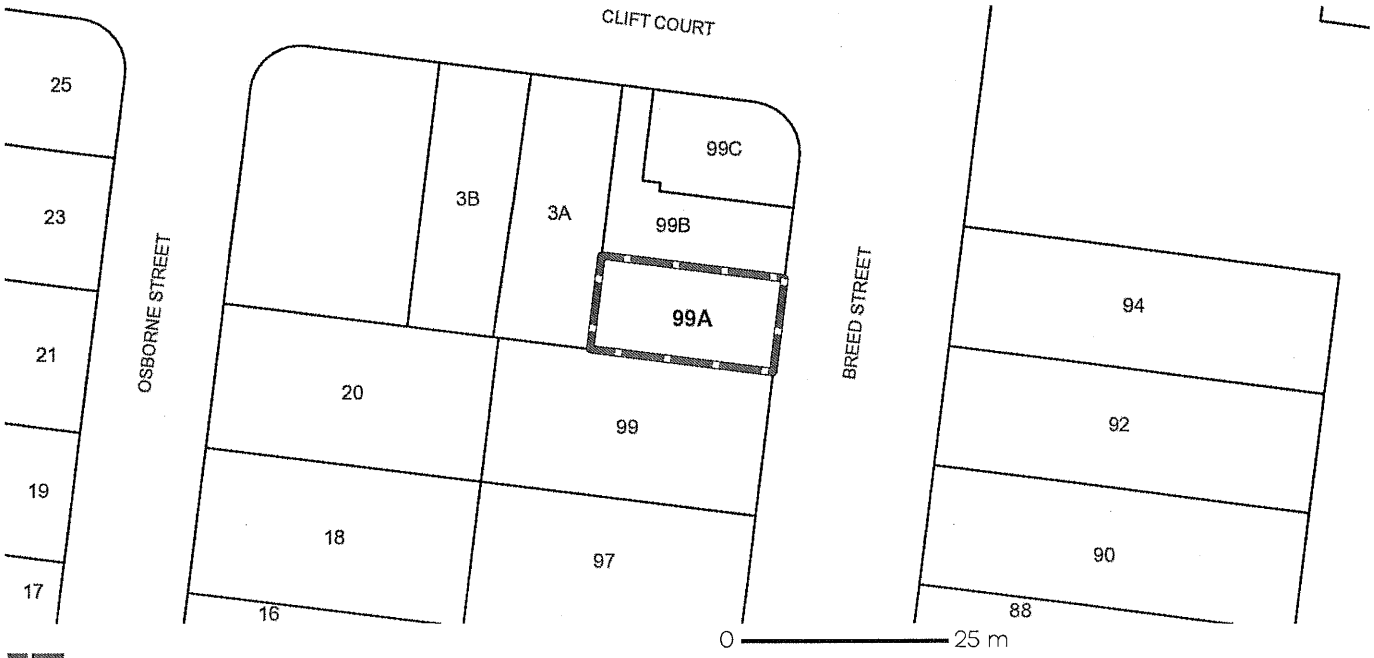
Planning Property Reports can be found via these two links
**Vicplan** https://mapshare.vic.gov.au/vicplan/
**Property and parcel search** https://www.land.vic.gov.au/property-and-parcel-search

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

# PROPERTY REPORT

Energy, Environment and Climate Action

## Area Map




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# PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 23 July 2024 05:07 PM

## PROPERTY DETAILS

| | |
|---|---|
| Address: | **99A BREED STREET TRARALGON 3844** |
| Lot and Plan Number: | **Lot 3 PS448886** |
| Standard Parcel Identifier (SPI): | **3\PS448886** |
| Local Government Area (Council): | **LATROBE** www.latrobe.vic.gov.au |
| Council Property Number: | **45205** |
| Planning Scheme: | **Latrobe** Planning Scheme - Latrobe |
| Directory Reference: | **Vicroads 696 H4** |

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

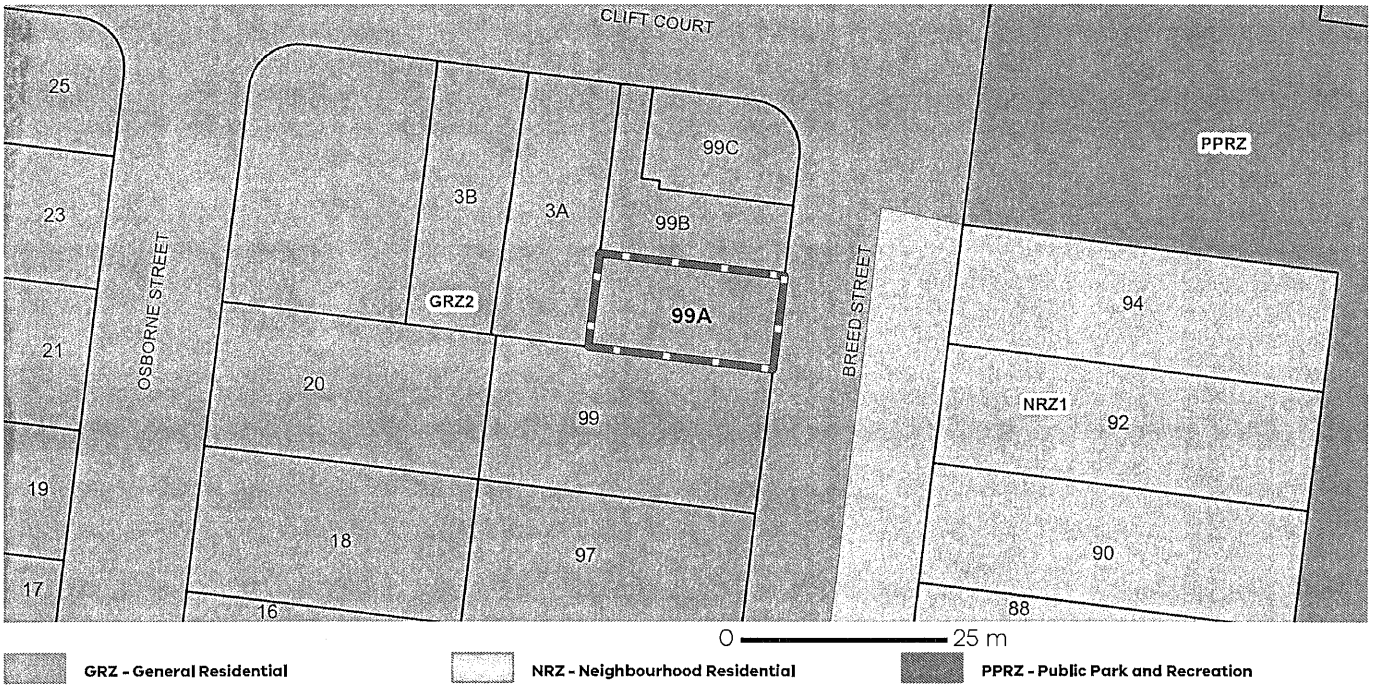
Registered Aboriginal Party: **Gunaikurnai Land and Waters Aboriginal Corporation**

View location in VicPlan

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 2 (GRZ2)




**GRZ - General Residential** **NRZ - Neighbourhood Residential** **PPRZ - Public Park and Recreation**

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 - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)




HO - Heritage Overlay

LSIO - Land Subject to Inundation 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 26 June 2024.

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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# PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

## Designated Bushfire Prone Areas

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

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

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




Designated 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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# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## Land boundaries

### Do you know the exact boundary of the property?

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

## Planning controls

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

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

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

### Are there any proposed or granted planning permits?

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

### Are any recent building or renovation works covered by insurance?

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

## Utilities and essential services

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

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

## Buyers' rights

### Do you know your rights when buying a property?

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

DATED 2024

**RHYS WILLIAM PATTERSON AND ABBIE MAREE PATTERSON**

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# VENDOR STATEMENT

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**Property:** **99A Breed Street, Traralgon VIC 3844**

Rennicks Conveyancing Pty Ltd
Licensed Conveyancer
217 Commercial Road
MORWELL VIC 3840
Tel: (03) 5135 3177
PO Box 215, Morwell VIC 3840
Ref: KM:BH:00109838

# Proposed Sale of 99A Breed Street, Traralgon

Final Audit Report 2024-07-31

| | |
|---|---|
| Created: | 2024-07-30 |
| By: | Sandra Harnden (rennicks@rennicksconveyancing.com.au) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAT8-196LsPJSMOdEf8oZt35INEvoPbdQB |

## "Proposed Sale of 99A Breed Street, Traralgon" History

Document created by Sandra Harnden (rennicks@rennicksconveyancing.com.au)
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Agreement completed.
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