

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	23 GALLOWAY STREET, TRARALGON VIC 3844
------	--

Vendor's name	Daniel Young	Date	12/6/25
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Vendor's signature			
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Vendor's name	Christina Lee Young	Date	12/6/25
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Vendor's signature			
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Purchaser's name		Date	/ /
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Purchaser's signature			
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Purchaser's name		Date	/ /
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Purchaser's signature			
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1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed:

\$3,500.00

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

To

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> 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: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

☒ The required specified information is as follows:

- | | |
|-----------------------------------|--|
| (a) Name of planning scheme | Latrobe Planning Scheme |
| (b) Name of responsible authority | Latrobe City Council |
| (c) Zoning of the land | General Residential Zone (GRZ) - Schedule 3 (GRZ3) |
| (d) Name of planning overlay | Design and Development Overlay (DDO) - Schedule 10 (DDO10) |
| | Development Plan Overlay (DPO) - Schedule 5 (DPO5) |

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 <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/> (Gippsland Water)	Sewerage <input type="checkbox"/> (Gippsland Water)	Telephone services <input checked="" type="checkbox"/>
---	-------------------------------------	--	--	--

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)

Covenant AQ040602K

Covenant AR988751U

Section 173 Agreement AK834572S

Land Tax Certificate

Gippsland Water Asset Plan

Gippsland Water Drainage Plan

Residential Rental Agreement

GST Withholding Notice

Planning Certificate dated 28/05/2025

Land Victoria Property/Planning Reports



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

Page 1 of 2

VOLUME 12174 FOLIO 826

Security no : 124124828906K
Produced 28/05/2025 10:04 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 825134D.
PARENT TITLES :
Volume 11638 Folio 410 to Volume 11638 Folio 411
Created by instrument PS825134D 18/12/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
CHRISTINA LEE YOUNG
DANIEL YOUNG both of 195 GOODINGS ROAD YINNAR VIC 3869
AU269202Q 23/04/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU269203N 23/04/2021
BENDIGO AND ADELAIDE BANK LTD

COVENANT as to part AQ040602K 13/07/2017
Expiry Date 31/12/2025

COVENANT as to part AR988751U 07/03/2019

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

AGREEMENT Section 173 Planning and Environment Act 1987
AK834572S 10/01/2014

DIAGRAM LOCATION

SEE PS825134D 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: 23 GALLOWAY STREET TRARALGON VIC 3844

ADMINISTRATIVE NOTICES

NIL

eCT Control 18057S BENDIGO BANK
Effective from 23/04/2021



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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

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet


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Document Type	Plan
Document Identification	PS825134D
Number of Pages (excluding this cover sheet)	2
Document Assembled	28/05/2025 10:04

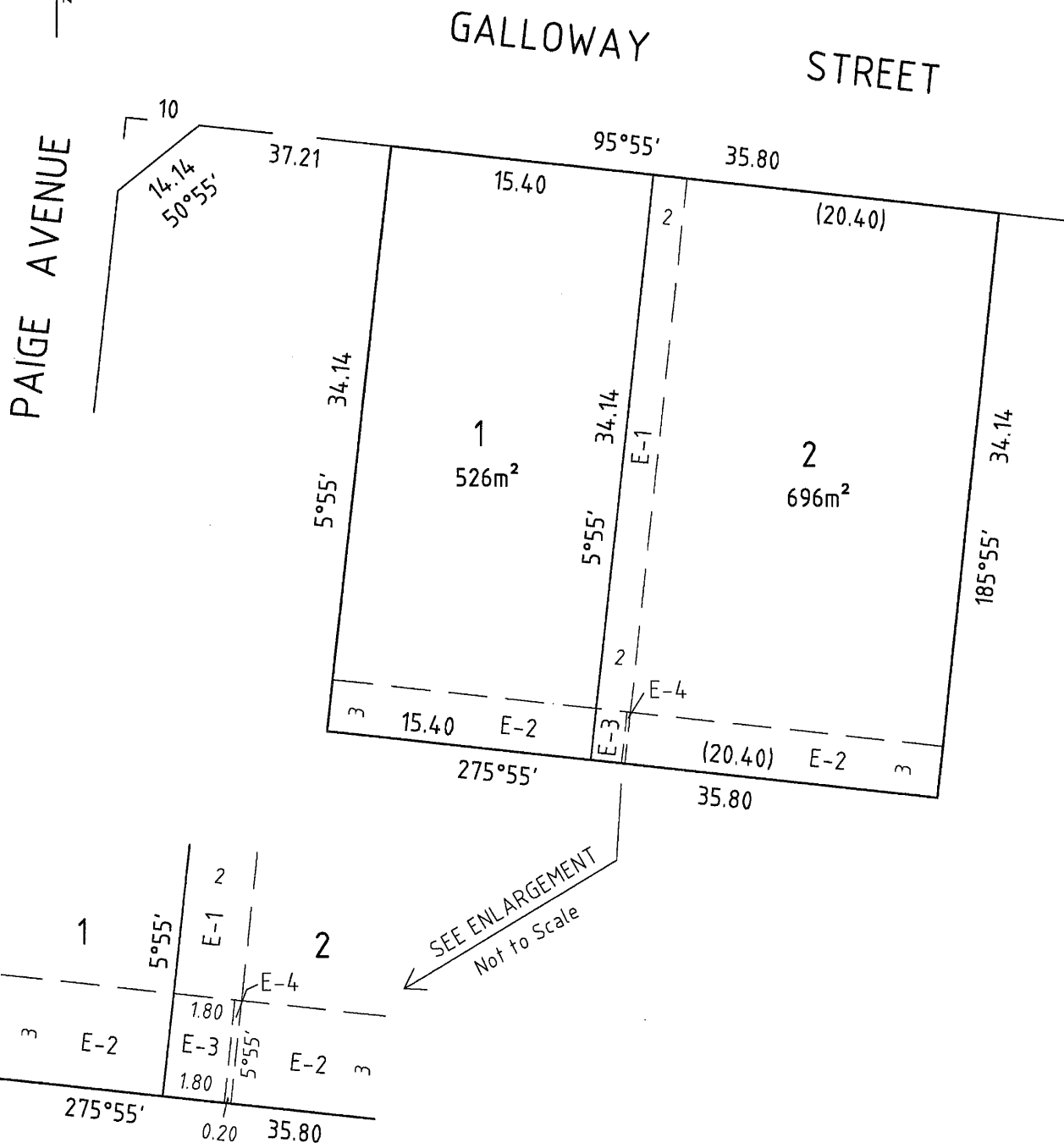
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PLAN OF SUBDIVISION		EDITION 1	PS 825134 D	
LOCATION OF LAND PARISH: Traralgon TOWNSHIP: SECTION: CROWN ALLOTMENT: 35A (Pt) CROWN PORTION: TITLE REFERENCE: Vol. 11638 Fol. 410 & Vol. 11638 Fol. 411 LAST PLAN REFERENCE: Lots 611 & 612 PS 734254 Y POSTAL ADDRESS: 21-23 Galloway Street, Traralgon 3844 (at time of subdivision) MGA CO-ORDINATES: E: 456 450 ZONE: 55 (of approx centre of land N: 5 773 910 GDA 94 in plan)		Council Name: Latrobe City Council Council Reference Number: 2019/4/CRT2 Planning Permit Reference: Planning permit not required SPEAR Reference Number: S133123V Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 12/04/2019 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Kristy Crawford for Latrobe City Council on 16/12/2019		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	<u>Other Purpose of Plan</u> 1. Removal of part the Easement shown as E-11 on PS 734254Y, being a Drainage Easement in favour of Latrobe City Council created in PS 734254Y. 2. Removal of part the Easement shown as E-13 on PS 734254Y, being a Drainage Easement in favour of Latrobe City Council created in PS 734254Y. 3. Removal of part the Easement shown as E-13 on PS 734254Y, being a Pipeline or Ancillary Purposes Easement in favour of Central Gippsland Region Water Corporation created in PS 734254Y. <u>Grounds for Removal</u> Latrobe City Council Planning Permit No. 2019/212		
Nil	Nil			
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No. ---				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-3 & E-4	Drainage	See Plan	This Plan	Latrobe City Council
E-2 & E-4	Pipeline or Ancillary Purposes	See Plan	PS 734254 Y	Central Gippsland Region Water Corporation
E-3	Pipeline or Ancillary Purposes	1.80	This Plan	Central Gippsland Region Water Corporation
NOBELIUS LAND SURVEYORS		SURVEYORS FILE REF: 17386		ORIGINAL SHEET SIZE: A3
 P.O. BOX 461 PAKENHAM 3810 Ph 03 5941 4112 mail@nobelius.com.au		Digitally signed by: Benjamin Stephen Nobelius, Licensed Surveyor, Surveyor's Plan Version (Version E), 04/12/2019, SPEAR Ref: S133123V		SHEET 1 OF 2
		PLAN REGISTERED TIME: 10.36AM DATE: 18/12/19 Assistant Registrar of Titles KRB		

PS 825134 D



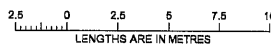
NOBELIUS LAND SURVEYORS



P.O. BOX 461
PAKENHAM 3810
Ph 03 5941 4112
mail@nobellius.com.au

SCALE

1:250



Digitally signed by: Benjamin Stephen Nobellius, Licensed Surveyor,
Surveyor's Plan Version (Version E),
04/12/2019, SPEAR Ref: S133123V

**ORIGINAL SHEET
SIZE: A3**

SHEET 2

Digitally signed by:
Latrobe City Council,
16/12/2019,
SPEAR Ref: S133123V

Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AQ040602K
Number of Pages (excluding this cover sheet)	3
Document Assembled	28/05/2025 10:04

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

Lodged by

Name:

Phone:

Address:

Reference: **MSA**

Customer Code: **13027E**

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

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

Land: (volume and folio)

Certificate of Title

Volume	Folio
11638	410

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

All its estate in fee simple

Consideration:

\$137,000.00

Transferor: (full name)

BLAIR ATHOL LIVESTOCK PTY LTD ACN 146 250 053

Transferee: (full name and address including postcode)

ANTHONY PHILLIP MORGAN AND BRIDGET RUTH MORGAN both of 13 Greenwood Grove TRARALGON VIC 3844 as Joint Proprietors

Directing Party: (full name)

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

The Transferee for himself, his respective heirs, his Executors, administrators and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and every part thereof DO HEREBY COVENANT with the said Transferor and other registered proprietors for the time being of every Lot (other than the burdened land) on Plan of Subdivision PS734254Y (other than the land hereby transferred) that he will not:-

30800812A

Duty Use Only

T2

AQ040602K

TRANSFER OF LAND

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

1. Cause or permit to be erected on the Lot a building other than a single detached dwelling house:-
 - (a) constructed of new materials;
 - (b) The external walls of which are to be constructed of brick, painted or rendered Herbal or concrete, or painted or rendered blue board with a roof of tiles or colourbond;
 - (c) With domestic outbuildings to be of new materials of a non reflective nature including the roof and not to exceed an area of 54 square metres. No exposed metal or unpainted cement sheet including roof is permitted.
2. Use or permit or allow to be built any temporary, relocatable building or structure on the Lot.
3. Use or permit to allow to be built any building to be used for anything other than residential purposes.
4. Not to erect or construct or permit to remain any fence upon the property unless such fence or fences meets the following requirements:-
 - (a) The side fence must be constructed of vertical lapped treated pine palings, not to exceed 1 metre in height over a 2.8 metre distance from the front boundary of the Lot, thereafter angular grading over a distance of 2.5 metres to a fixed 1.8 metres in height.
 - (b) The rear fence must be constructed of vertical lapped treated pine palings fixed at a height of 1.8 metres, unless already existing at the time of signing.
 - (c) Corner Lots and Lots abutting corner fenced Lots are to be constructed of new materials with the front fence being designated as opposite the front door of any dwelling constructed on the Lot.

Provided however that the fences in Lots abutting public open or drainage reserves must be constructed of vertical lapped treated pine paling fixed at a height of 1.2 metres.
5. To park or allow any vehicles to remain on the property which exceeds 3 tonnes in weight or has a double rear axle.

AND it is agreed that the benefit of the foregoing covenant shall be attached to and run at law and in equity with every Lot on the said Plan of Subdivision (other than the land hereby transferred) and the burden of this covenant shall be annexed to and run with the land hereby transferred and that the same shall be noted and appear on every future Certificate of Title to the land hereby transferred and every part thereof as an encumbrance affecting the same and every part thereof until 31 December 2025 when such burden shall for all intents and purposes cease and shall have no further effect in title equity or law.

12411305A

T2

Page 2 of 3

THE BACK OF THIS FORM MUST NOT BE USED

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

Duty Use Only

4054989

AQ040602K

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

Dated:

Execution and attestation:

5-7-17

Executed by Blair Athol Livestock Pty Ltd (ACN 146 250 053) in accordance with Section 127 of the Corporations Act 2001 by being signed by these persons who are authorised to sign for the company:

Director:

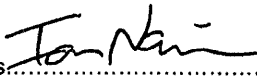
Full Name: Colin George Stockdale
Usual Address: 80 Ashworth Drive
Traralgon VIC 3844

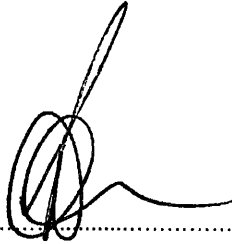
Director:

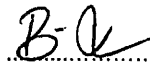
Full Name: Wendy Stockdale
Usual Address: 80 Ashworth Drive
Traralgon VIC 3844

Signed by the Transferees
in the presence of:

Witness:







12411305A

Duty Use Only

T2

Page 3 of 3

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



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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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.

Produced 28/05/2025 10:04:45 AM

Status	Registered	Dealing Number	AR988751U
Date and Time Lodged	07/03/2019 02:16:16 PM		

Lodger Details

Lodger Code	15587C
Name	FASTRACK CONVEYANCING PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
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Land Title Reference

11638/411

Transferor(s)

Name	BLAIR ATHOL LIVESTOCK PTY LTD
ACN	146250053

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 149000

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Name	METRICON HOMES PTY LTD
ACN	005108752
Address	
Street Number	501
Street Name	BLACKBURN
Street Type	ROAD



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality	MT WAVERLEY
State	VIC
Postcode	3149

Covenants

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.

Burdened land	the Land
Benefited land	MCP: AA3907
Restrictive covenant	MCP: AA3907
Expiry Date	

Duty Transaction ID
4533494

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	METRICON HOMES PTY LTD
Signer Name	JUSTINE ANNE KITCHEN
Signer Organisation	FASTRACK CONVEYANCING PTY LTD
Signer Role	CONVEYANCING PRACTICE
Execution Date	07 MARCH 2019

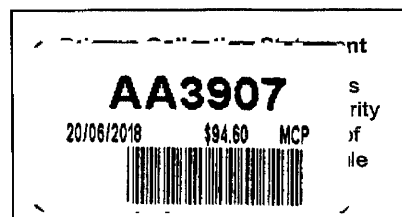
Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	BLAIR ATHOL LIVESTOCK PTY LTD
Signer Name	ROBERTO JAMES CELADA
Signer Organisation	MCKENZIE ALLEN LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	07 MARCH 2019

File Notes:
NIL

Memorandum of common provisions Section 91A Transfer of Land Act 1958



Lodged by	
Name:	McKenzie Allen
Phone:	(03) 5625 4688
Address:	28 Princes Way, Drouin VIC 3818
Reference:	RC:21127
Customer code:	5102N

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

The Transferee for himself, his respective heirs, his Executors, administrators and transferees the registered proprietor or proprietors for the time being of the burdened land DO HEREBY COVENANT with the said Transferor and other registered proprietors of the benefitted land that he will not:-

1. Cause or permit to be erected on the Lot a building other than a single detached dwelling house:-
 - (a) constructed of new materials;
 - (b) the external walls of which are to be constructed of brick, painted or rendered herbal or concrete, or painted or rendered blue board with a roof of tiles or colourbond;
 - (c) with domestic outbuildings to be of new materials of a non reflective nature including the roof and not to exceed an area of 54 square metres. No exposed metal or unpainted cement sheet including the roof is permitted
2. Use or permit or allow to be built any temporary, relocatable building or structure on the Lot.
3. Use or permit or allow to be built any building to be used for anything other than residential purposes.
4. Erect or construct or permit to remain any fence upon the property unless such fence or fences meets the following requirement:
 - (a) The side fence must be constructed of vertical lapped treated pine palings, not to exceed 1 metre in height over a 2.8 metre distance from the front boundary of the Lot, thereafter angular grading over a distance of 2.5 metres to a fixed 1.8 metres in height.
 - (b) The rear fence must be constructed of vertical lapped treated pine palings fixed at a height of 1.8 metres, unless already existing at the time of signing.

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

- (c) Corner Lots and Lots abutting corner fenced lots are to be constructed of new materials with the front fence being designated as opposite the front door of any dwelling constructed on the Lot.

Provided however that the fences in Lots abutting public open or drainage reserves must be constructed of vertical lapped treated pine paling fixed at a height of 1.2 metres.

5. To park or allow any vehicles to remain on the property which exceeds 3 tonnes in weight or has a double rear axle.

AND it is agreed that the benefit of the foregoing covenant shall be attached to and run at law and in equity with every Lot on the said Plan of Subdivision (other than the land hereby transferred) and the burden of this covenant shall be annexed to and run with the land hereby transferred and that the same shall be noted and appear on every future Certificate of Title to the land hereby transferred and every part thereof as an encumbrance affecting the same and every part thereof.

AA3907

20/06/2018 \$94.60 MCP



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V3

Page 2 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

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Number of Pages (excluding this cover sheet)	16
Document Assembled	28/05/2025 10:04

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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

Lodged by:

Name: McKenzie Allen
Phone: 03 5625 4688
Address: DX 38903 Drouin
Reference: RC:16381
Customer Code: 5102N

AK834572S



maintaining publicly searchable registers and indexes.

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

Land: *(volume and folio)*

Volume 10458 Folio 236

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

Latrobe City Council of 141 Commercial Road, Morwell VIC 3840

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the agreement is attached to this Application.

Date: 18/12/2013

Signature for Responsible Authority:

Name of Officer:

Yvonne Burton

(full name)

PLANNING AND ENVIRONMENT ACT 1987

AK834572S

10/01/2014 \$113 173



SECTION 173 AGREEMENT

Between

LATROBE CITY COUNCIL

and

BLAIR ATHOL LIVESTOCK PTY LTD

in relation to

CROSS'S ROAD, TRARALGON

McKenzie Allen Lawyers

28 Princes Way

DROUIN 3818

Phone: (03) 5625 4688

Fax: (03) 5625 4686

Ref: JVA:RC:16381

THIS AGREEMENT is made the 16th day of December 2013

BETWEEN

1. **LATROBE CITY COUNCIL** of 141 Commercial Road, Morwell (hereinafter called "the Responsible Authority") and
2. **BLAIR ATHOL LIVESTOCK PTY LTD** of 388 Raymond Street, Sale (hereinafter called "the Owner"):

WHEREAS:

- A. The Owner is the owner and registered by the Registrar of Titles as the proprietor of an estate in fee simple in the land at Cross's Road, Traralgon, being the land more particularly described in Certificate of Title Volume 10458 Folio 236 (hereinafter called "the Land").
- B. The Responsible Authority is responsible for the administration and enforcement of the Latrobe Planning Scheme (hereinafter called "the Planning Scheme") pursuant to the provisions of the Planning and Environment Act 1987 (hereinafter called "the Act")
- C. On 14 February 2013, the Responsible Authority issued Planning Permit 2012/237 authorising the staged multi-lot subdivision, removal of easements and removal of native vegetation (hereinafter called "the Planning Permit").
- D. The Responsible Authority and the Owner have agreed that, without restricting or limiting their respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is an agreement entered into pursuant to Section 173 of the Act.

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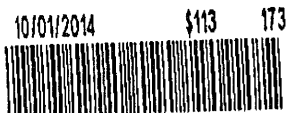


IT IS AGREED AS FOLLOWS:

Definitions

1. In this Agreement unless inconsistent with the context or subject matter:
 - 1.1. "Act" means the Planning and Environment Act 1987;
 - 1.2. "Agreement" means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement;
 - 1.3. "Land" means the land situate at Cross's Road, Traralgon more particularly described in Certificate of Title Volume 10458 Folio 236;
 - 1.4. "Owner" means the owner for the time being of the Land and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the Land or any part thereof, and includes a Mortgagee in possession;
 - 1.5. "Planning Permit" means Latrobe City Council Planning Permit 2012/237 referred to in Recital C including any plans endorsed under the approved Planning Permit and any subsequent amendments to this permit;
 - 1.6. "Planning Scheme" means the Latrobe Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
 - 1.7. "Responsible Authority" means the Latrobe City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and,
 - 1.8. "Tribunal" means the Victorian Civil and Administrative Tribunal or any successor tribunal, court, institution or body.

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Interpretation

2. In this Agreement unless inconsistent with the context or subject matter:
 - 2.1 The singular includes the plural and the plural includes the singular;
 - 2.2 A reference to a gender includes a reference to each other gender;
 - 2.3 A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law;
 - 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally;
 - 2.5 A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute;
 - 2.6 The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

Specific Obligations of the Owner

3. The Owner covenants with the Responsible Authority that:
 - 3.1 Development of residential lots adjoining the western boundary of the drainage reserve south of the local park must be in accordance with the design guidelines (required under Condition 8 of the Planning Permit) and annexed as appendix 'A' to this Agreement approved by the Responsible Authority.

This restriction must be placed on any new title being issued for lots adjoining the western boundary of the drainage reserve south of the local park.

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- 3.2 Boundary fencing adjoining public open or drainage reserves must be no higher than 1.2m high or constructed in material with at least 75% permeability to the satisfaction of the Responsible Authority.

This restriction must be placed on any new title being issued for lots adjoining public open spaces or drainage reserves.

Further Obligations of the Owner



4. The Owner further covenants that:
- 4.1. The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first disclosing to its successors the existence and nature of this Agreement.
- 4.2. The Owner will do all that is necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgment or other document.
- 4.3. The Owner shall immediately on demand pay the Responsible Authority's reasonable legal costs and fees incurred and incidental to the preparation and execution of this Agreement and the registration hereof pursuant to Sections 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by the Responsible Authority. The Owner hereby agrees that any such costs are and remain a charge on the Land until paid, and consents to the Responsible Authority registering a caveat on the Certificate of Title to the Land in respect of any such costs and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority in any court of competent jurisdiction as a civil debt recoverable.
- 4.4. That until such time as this Agreement is registered on the title to the Land, the Owner shall ensure that successors in title will give

effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

- 4.5. The Owner agrees to indemnify and keep both the Responsible Authority indemnified from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to this Agreement and/or any non-compliance with this Agreement.
- 4.6. The Owner agrees to allow the Responsible Authority to enter the Land at any reasonable time to assess compliance with this Agreement.

Owner's Warranties and Acknowledgements

5. The Owner warrants that:
 - 5.1. It is the registered proprietor (or entitled to be so) of the Land;
 - 5.2. There are no mortgages, liens, charges or other encumbrances affecting the Land which are not disclosed by the usual searches;
 - 5.3. If the Land is affected by a mortgage, the Mortgagee of the Land consents to the Owner entering into this Agreement and the Agreement being registered on the title to the Land.
6. The Owner acknowledges that any obligations imposed on the Owner under this Agreement take effect as separate and several covenants which are annexed to the Land and run at law and in equity with the Land and every part thereof and bind the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the Land.

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Further assurance

7. The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

Default

8. If the Owner defaults or fails to perform any of its obligations under this Agreement the Responsible Authority may, without prejudice to any other remedies, rectify and remedy such default and the cost of doing so shall be borne by the Owner. The Owner hereby consents to the Responsible Authority registering a caveat on the Certificate of Title to the Land in respect of any such costs, and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority in any court of competent jurisdiction as a civil debt recoverable.

No waiver

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

No Fettering of Powers of Responsible Authority

10. The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Responsible Authority of the powers, duties and discretions that they have or may have (as planning authority, responsible authority or otherwise) under the Act or under the Planning Scheme to consider, approve, amend or to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification relating to any use or development, or in relation

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to the commencement or initiation of any enforcement action or proceeding whatsoever.

Entire Agreement

11. This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous Agreements or understandings between the parties in connection with its subject matter.

Severability

12. If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative and be of full force and effect.

Disputes

13. If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.
14. If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an Arbitrator agreed upon in writing by the parties, or, in the absence of such agreement the Chair of the Victorian Chapter of the Institute of Arbitrators Australia or his or her nominee, for arbitration.
15. The parties shall each be entitled to legal representation for the purposes of any proceedings or arbitration referred to clause 14 or 15 of this Agreement unless the Tribunal or arbitrator otherwise directs, and each party must bear its own costs.

AK834572S

10/01/2014

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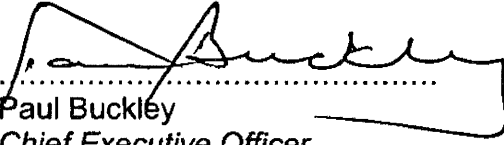
Commencement of Agreement

16. Unless otherwise provided in this Agreement, this Agreement shall commence on the date of this Agreement.

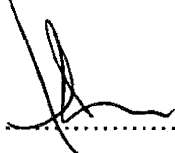
EXECUTED by the parties on the date set out at the commencement of this Agreement:

The common seal of Latrobe City Council)
was affixed in accordance with Local Law)
No. 1 this day of 2013 in)
the presence of:

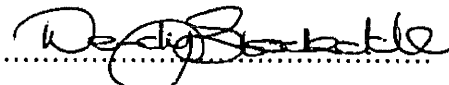



Paul Buckley
Chief Executive Officer

SIGNED, SEALED and DELIVERED by)
BLAIR ATHOL LIVESTOCK PTY LTD)
ACN 146 250 053 in accordance with)
section 127 of the Corporations Act)
2001 in the presence of:)


.....

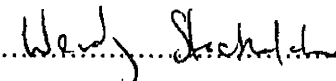
Director Signature


.....

Director/Secretary Signature


.....

Print Name


.....


Print Name

AK834572S

10/01/2014 \$113 173



'A'

PLANNING & ENVIRONMENT ACT 1987	
LATROBE CITY COUNCIL	
Amended Plan Approved	
Under Planning Permit No. <u>2012/237</u>	
Condition No. <u>8</u>	
Sheet	<u>1</u> of <u>6</u> sheet(s)
Date:	<u>19/6/2013</u>
 Council Delegate	

240 Cross' Road, Traralgon

Design Guidelines prepared in accordance with Condition 8 of
Planning Permit 2012/237

6 June 2013

AK834572S

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240 Cross' Road, Traralgon - Design Guidelines - Planning Permit 2012/237

PLANNING & ENVIRONMENT ACT 1987
LATROBE CITY COUNCIL

Amended Plan Approved

Under Planning Permit No. 2012/237

Condition No. 8

Sheet 2 of 6 sheet(s)

Date: 19/6/2013

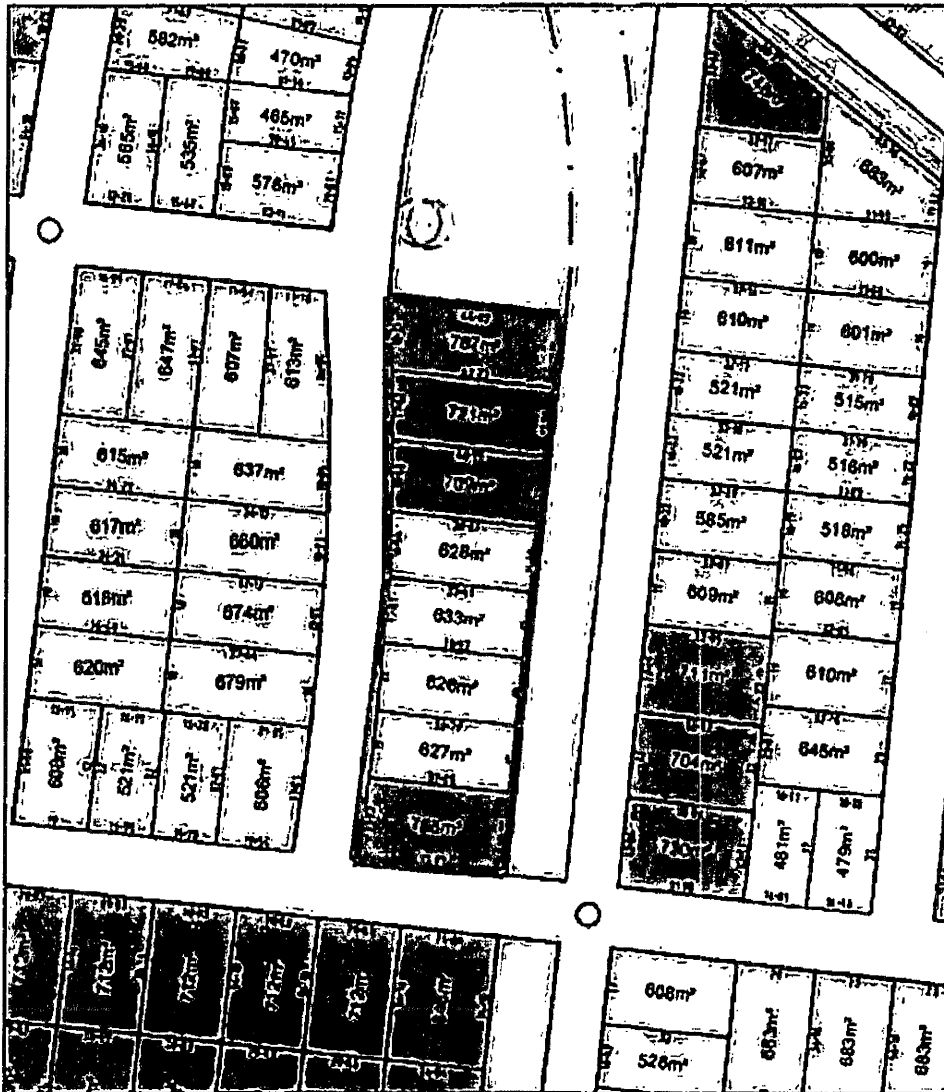
Council Delegate

Introduction

These design guidelines are prepared in accordance with Condition 8 of Planning Permit 2012/237.

The design guidelines apply to the eight residential lots adjoining the drainage reserve as shown below. The guidelines set out seven design and siting requirements that will ensure a high standard of development that responds appropriately to the drainage reserve corridor.

Subject Lots



AK834572S

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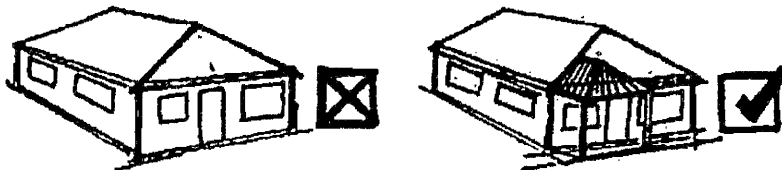
240 Cross' Road, Traralgon - Design Guidelines - Planning Permit 2012/237

Guideline 1

The dwelling must incorporate a porch or portico over the rear entry/exit to provide a secondary sense of address to the dwelling as it presents to the drainage reserve.

Example 1.1

Indicative treatment of rear facade of dwelling addressing the drainage reserve with and without a porch/portico element.



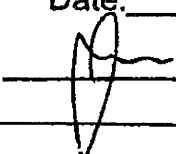
Example 1.2

A dwelling with a portico to the rear of the dwelling addressing the drainage reserve.



Guideline 2

The rear elevation of the dwelling must contain at least one habitable room window at each level of the dwelling that addresses the drainage reserve. Habitable room windows cannot include a laundry or bathroom.

PLANNING & ENVIRONMENT ACT 1987	
LALORNE CITY COUNCIL	
Amended Plan Approved	
Under Planning Permit No. <u>2012/237</u>	
Condition No. <u>8</u>	
Sheet <u>3</u> of <u>6</u> sheet(s)	
Date: <u>19/6/2013</u>	
	
Council Delegate	Page 2

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240 Cross' Road, Traralgon - Design Guidelines - Planning Permit 2012/237

PLANNING & ENVIRONMENT ACT 1987

LATROBE CITY COUNCIL

Amended Plan Approved

Under Planning Permit No. 2012/237

Condition No. 8

Sheet 4 of 6 sheet(s)

Date: 19/6/2013

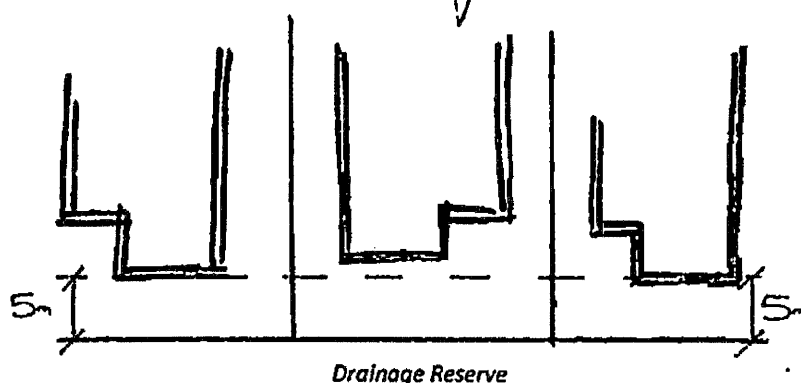
[Signature]
Council Delegate

Guideline 3

Dwellings must be setback no less than 5 metres from the rear boundary (excluding porches, porticos, etc.).

Example 3.1

Indicative rear setbacks of lots presenting to the drainage reserve

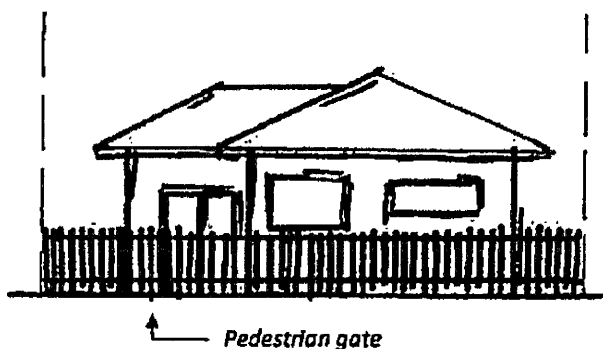


Guideline 4

Fencing along the rear boundary must be 75% transparent and in a dark, non reflective material and colour.

Example 4.1

Indicative fencing arrangement to drainage reserve.



AK834572S



240 Cross' Road, Traralgon - Design Guidelines - Planning Permit 2012/237

PLANNING & ENVIRONMENT ACT 1987
LATROBE CITY COUNCIL

Amended Plan Approved

Under Planning Permit No. 2012/237

Condition No. 8

Sheet 5 of 6 sheet(s)

Date 19 / 6 / 2013


Council Delegate

Guideline 5

A pedestrian gate must be provided in fencing along rear boundary.

Example 5.1

Indicative pedestrian gate in rear boundary fence.

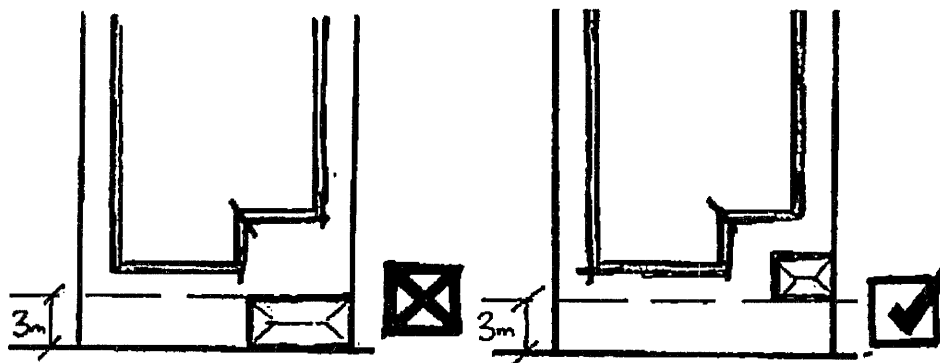


Guideline 6

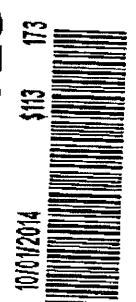
A garden shed or building (other than the primary dwelling on the lot) located in a backyard must not be located within 3 metres of the rear boundary and must not be wider than 25% of the lot width.

Example 6.1

Indicative shed or building location within the rear setback to be prohibited and permitted.



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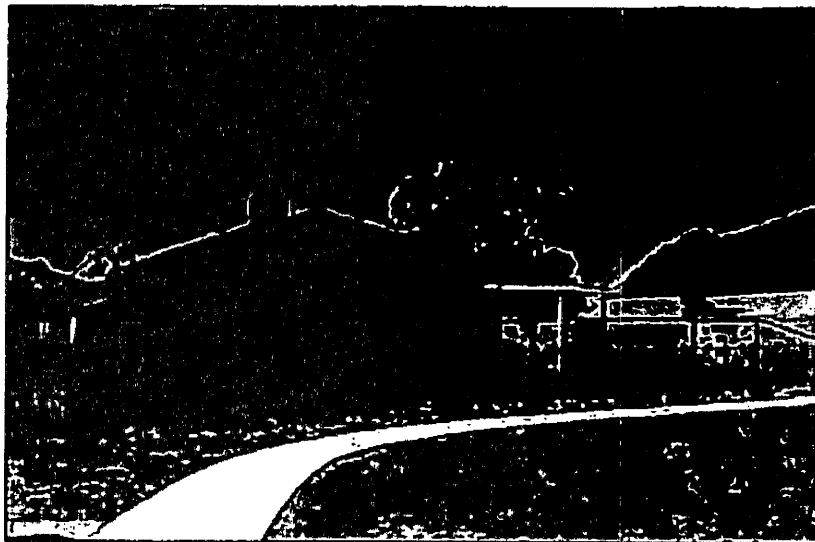
240 Cross' Road, Traralgon - Design Guidelines - Planning Permit 2012/237

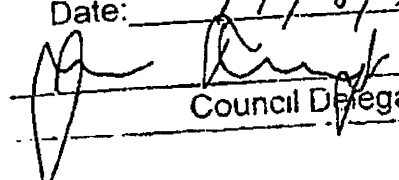
Guideline 7

Where a garden shed or building (other than the primary dwelling on the lot) is located in a backyard, its appearance when viewed from the drainage reserve must be softened by either the planting of landscaping or the construction of a high quality non transparent screening device between the structure and the rear fence.

Example 7.1

Indicative screen fence located between a garden shed and the rear fencing.



PLANNING & ENVIRONMENT ACT 1987
LATROBE CITY COUNCIL
Amended Plan Approved
Under Planning Permit No. 2012/237
Condition No. 8
Sheet 6 of 6 sheet(s)
Date: 9/6/2013

Council Delegate

AK834572S

10/01/2014

\$113

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Property Clearance Certificate

Land Tax



INFOTRACK / RENNICKS CONVEYANCING PTY LTD	Your Reference:	00110343
	Certificate No:	91201471
	Issue Date:	28 MAY 2025
	Enquiries:	ESYSPROD

Land Address: 23 GALLOWAY STREET TRARALGON VIC 3844

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42773976	1	825134	12174	826	\$0.00

Vendor: CHRISTINA YOUNG & DANIEL YOUNG
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR DANIEL YOUNG	2025	\$250,000	\$975.00	\$0.00

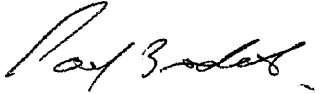
Comments: Land Tax of \$975.00 has been assessed for 2025, an amount of \$975.00 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$540,000
SITE VALUE (SV):	\$250,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 91201471

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$250,000

Calculated as \$975 plus (\$250,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,400.00

Taxable Value = \$540,000

Calculated as \$540,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Bill Code: 5249
Ref: 91201471

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: 91201471

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / RENNICKS CONVEYANCING PTY LTD

Your Reference:	00110343
Certificate No:	91201471
Issue Date:	28 MAY 2025
Enquires:	ESYSPROD

Land Address: 23 GALLOWAY STREET TRARALGON VIC 3844					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
42773976	1	825134	12174	826	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	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:	\$540,000
SITE VALUE:	\$250,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91201471

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: 00110343
Certificate No: 91201471
Issue Date: 28 MAY 2025

Land Address: 23 GALLOWAY STREET TRARALGON VIC 3844

Lot	Plan	Volume	Folio
1	825134	12174	826

Vendor: CHRISTINA YOUNG & DANIEL YOUNG

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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 91201471

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



Billers Code: 416073
Ref: 91201475

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: 91201475

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 Asset Plan

23 Galloway St Traralgon
 Information Statement No: 137481
 Date Issued: 14/03/2021



Water Pipes

— Reticulation
 — Distribution
 — Transfer

Sewer Pipes

— Gravity
 — Pressure
 — Rising Main

House Discharge Line

— House Discharge Line



Maintenance Point



Manhole



Pipe End



Collection Tank

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



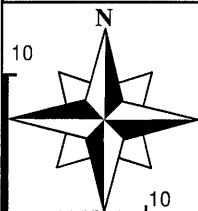
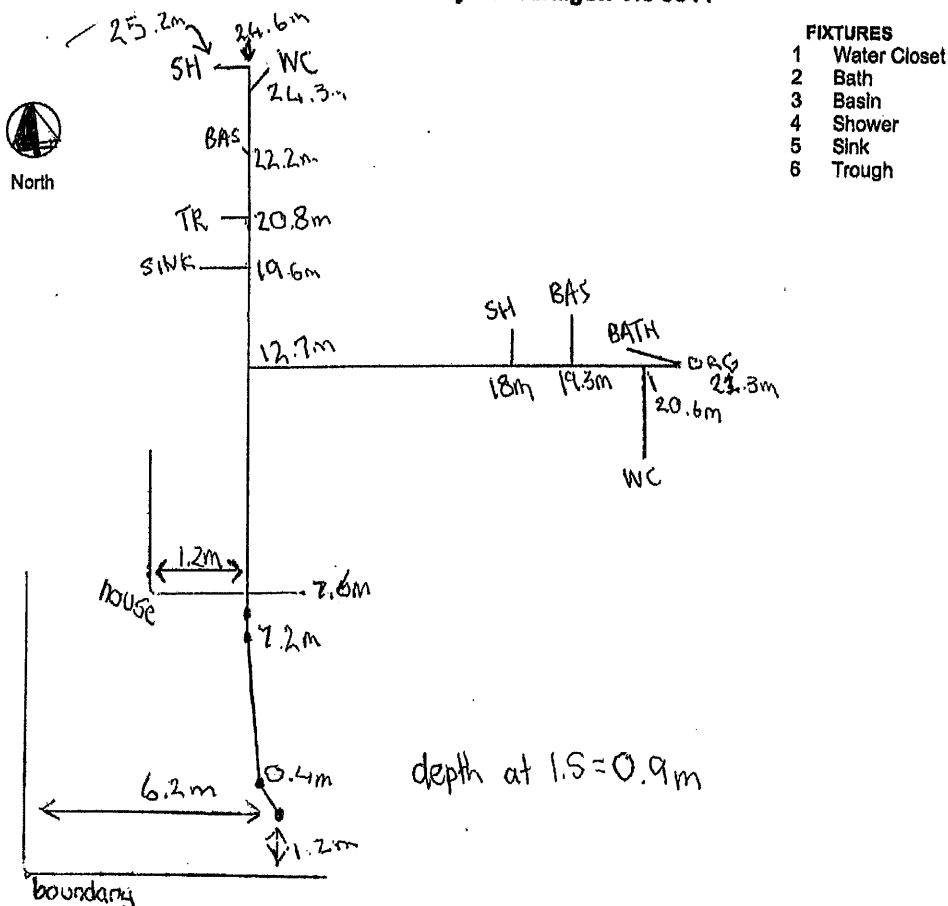
PROPERTY SERVICES

DRAINAGE PLAN NUMBER 318253

ADDRESS: 23 GALLOWAY ST TRARALGON

Gippsland Water Limited does not guarantee and makes no representation or warranty as to the accuracy of this plan. The company accepts no liability for any loss, damage, or injury suffered by any person as a result of any inaccuracy in this plan.
(C) CENTRAL GIPPSLAND REGION WATER AUTHORITY A.C.N. 830 750 413

23 Galloway St Traralgon Vic 3844



Date Issued:	28-05-25	POINT LOCATION DATA	
Last Finalised:	28-May-25	TIE	
Scale:	1:500 approx.	E.P.	
Issued To:		N.S.L.	
		I.L.	
Store:		DIA.	

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

P: 03 5174 2740
ABN: 75 630 881 195



Residential Rental Agreement

for

23 Galloway St, Traralgon VIC 3844

This agreement is between **Daniel Young, Christina Young**
and **Alforedo Francisco, Sheryl Lyn Jarata.**

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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 20/02/2025

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

2. Premises let by the rental provider

Address of premises

23 Galloway St, Traralgon VIC

Postcode 3844

3. Rental provider details

Full name or company
name of rental
provider

Daniel Young, Christina Young

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

linda@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**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

☒

Fixed term agreement

Start date

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

End date

☐

Periodic agreement
(monthly)

Start date

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

6. Rent

Rent amount(\$) (payable in advance)	<input type="text" value="520.00"/>		
To be paid per	<input checked="" type="checkbox"/> week	<input type="checkbox"/> fortnight	<input type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text"/>		
Date first rent payment due	<input type="text" value="Mon 14/04/2025"/>		
The rent will be increasing to	<input type="text" value="\$540.00"/>	per week	from <input type="text" value="Tue 22/04/2025"/>

7. Bond

The Renter has paid the bond specified below

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

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

Rental bond amount(\$)	<input type="text" value="2173"/>
Bond lodgement date	<input type="text" value="Thu 03/08/2023"/>
Bond Lodgement No.	<input type="text" value="15308761"/>

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: TEN00201

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 Linda McGann: linda@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 Alforedo Francisco: alfyf@me.com

☐ No

Renter 2 ☒ Yes Sheryl Lyn Jarata: sheyn.jarata26@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

0428 143 044

Emergency email address

oneagencylv@email.propertyme.com

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

☒ No

☐ Yes

13. Condition report

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

(rental provider to tick as appropriate)

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

Part C – Safety related activities

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15 Gas safety activities

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

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a

smoke alarm in the rented premises is not in working order.

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

17 Swimming pool barrier safety activities

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

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

18 Relocatable pool safety activities

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

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

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

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

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

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

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

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

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

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

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

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

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-and-services/business-practices/contracts/unfair-contract-terms.

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

Renter Acknowledgement

- 1. Alfredo Francisco viewed and acknowledged at Thu, 20/02/2025 12:23 from device: Windows 10 Other Edge 131.0.0*
- 2. Sheryl Lyn Jarata viewed and acknowledged at Thu, 20/02/2025 10:58 from device: iOS 18.3.1 iPhone Mobile Safari 18.3*

2. Breaking Lease or Change of Renter/s

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

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

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

Rental Arrears

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

Repairs and Maintenance

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

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

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

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

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

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

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

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

Smoking

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

Periodic / Routine Inspections

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

Contact Details

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

Vehicles and Parking

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

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

Swimming Pools

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

Access to the Property

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

Vacating the Property

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

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

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

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

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

3. Pet Clause

The Rental Provider/s, Daniel Young, Christina Young give permission for 1x indoor/outdoor dog (Yoda, Pug, 3yo) to be kept by the renters Alforedo Francisco, Sheryl Lyn Jarata at the premises of 23 Galloway St, Traralgon VIC 3844.

The renters agree:

1. That the yard & house be kept clean and free from animal droppings.
2. To accept full responsibility for any damage caused to the property by the animal/s and acknowledges that all damage must be rectified by the renter/s at their own expense.
3. To accept full responsibility for any nuisance caused to neighbours as a result of having an animal on the premises.
4. No deceased animals are to be buried at the property.
5. That at the termination of the lease the house must be free from flees and if needed flea bombing may be required. The renter shall also provide the agent with the receipt if such work is deemed as required.
6. That the safety and security of the pet is the sole responsibility of the renter/s.

Please read the following information, provided by Mayfair Carpet Cleaning, carefully:

Pet urine contamination of the carpet is an ever-increasing problem to property owners, property managers and renters alike. The following information is to help you gain an understanding thus avoid the potential damage that can be caused by pet urine, and the cost liability that you may incur.

Pet urine will penetrate the carpet backing and underlay. This is where bacterial action takes place, causing an offensive odour. On the surface it will oxidise and react with the carpet and create a colour change (stain) which will become permanent.

Steam or dry cleaning will generally not rectify urine contaminated carpet and often odour problems are more severe after cleaning, as when dry urine is remoistened ammonia gas is given off. This is why odours are more apparent during periods of high humidity. Put simply, the problem is at the underside of the carpet, deodorising carpets will not rectify bacterial odours.

Pet urine contamination of carpets can be detected by professional carpet cleaners using various methods. Treatment and cost of repairs is proportionate to the severity and extent of the problem. In severe cases, carpets and underlay must be replaced as well as the treatment of the subfloor. Costs can vary from a few hundred dollars to many thousands.

Prevention is better and cheaper than the cure. This Pet Clause is for the benefit and protection of all parties and should be followed accordingly.

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

-

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. Alforedo Francisco viewed and acknowledged at Thu, 20/02/2025 12:24 from device: Windows 10 Other Edge 131.0.0
2. Sheryl Lyn Jarata viewed and acknowledged at Thu, 20/02/2025 10:58 from device: iOS 18.3.1 iPhone Mobile Safari 18.3

Privacy Collection Notice

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

Primary Purpose

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

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

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.

The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address

<https://www.tenancydatabase.com.au/contact-us>

- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

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

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

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

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

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

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

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

Disclaimer

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

information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **UCX Realty Pty Ltd T/A One Agency Latrobe Valley** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.


Rental Provider

Rental Provider 1: **Daniel Young**



Signed at Thu, 20/02/2025 14:25 , from device: Windows 10 Other Chrome 133.0.0

Rental Provider 2: **Christina Young**



Signed at Thu, 20/02/2025 17:24 , from device: Mac OS X 10.15.7 Mac Safari 17.10

Renter(s)

Renter 1: **Alfredo Francisco**



Signed at Thu, 20/02/2025 12:24 , from device: Windows 10 Other Edge 131.0.0

Renter 2: **Sheryl Lyn Jarata**



Signed at Thu, 20/02/2025 10:58 , from device: iOS 18.3.1 iPhone Mobile Safari 18.3

AUDIT TRAIL

Alfredo Francisco (Renter)

Thu, 20/02/2025 12:22 - Alfredo Francisco clicked 'start' button to view the Residential Rental Agreement
(Windows 10 Other Edge 131.0.0, IP: 162.10.237.210)

Thu, 20/02/2025 12:24 - Alforedo Francisco stamped saved signature the Residential Rental Agreement
(*Windows 10 Other Edge 131.0.0, IP: 162.10.237.210*)

Thu, 20/02/2025 12:24 - Alforedo Francisco submitted the Residential Rental Agreement (*Windows 10 Other Edge 131.0.0, IP: 162.10.237.210*)

Sheryl Lyn Jarata (Renter)

Thu, 20/02/2025 10:56 - Sheryl Lyn Jarata clicked 'start' button to view the Residential Rental Agreement (*iOS 18.3.1 iPhone Mobile Safari 18.3, IP: 116.240.110.58*)

Thu, 20/02/2025 10:58 - Sheryl Lyn Jarata stamped saved signature the Residential Rental Agreement (*iOS 18.3.1 iPhone Mobile Safari 18.3, IP: 116.240.110.58*)

Thu, 20/02/2025 10:58 - Sheryl Lyn Jarata submitted the Residential Rental Agreement (*iOS 18.3.1 iPhone Mobile Safari 18.3, IP: 116.240.110.58*)

Daniel Young (Rental Provider)

Thu, 20/02/2025 14:24 - Daniel Young clicked 'start' button to view the Residential Rental Agreement

Thu, 20/02/2025 14:25 - Daniel Young stamped saved signature the Residential Rental Agreement

Thu, 20/02/2025 14:25 - Daniel Young submitted the Residential Rental Agreement

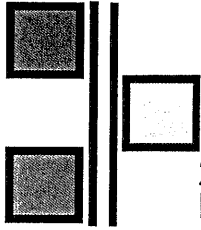
Christina Young (Rental Provider)

Thu, 20/02/2025 17:23 - Christina Young clicked 'start' button to view the Residential Rental Agreement

Thu, 20/02/2025 17:24 - Christina Young stamped saved signature the Residential Rental Agreement

Thu, 20/02/2025 17:24 - Christina Young 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: Daniel Young and Christina Lee Young, 195 Goodings Road, Yinnar VIC 3869


Property Address: 23 Galloway Street, Traralgon VIC 3844

Lot: 1 Plan of subdivision: 825134D

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: 12/6/25

Signed by:


.....
Daniel Young


.....
Christina Lee Young

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1142644

APPLICANT'S NAME & ADDRESS

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

MELBOURNE

VENDOR

YOUNG, DANIEL

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

215433

This certificate is issued for:

LOT 1 PLAN PS825134 ALSO KNOWN AS 23 GALLOWAY 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 3
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 5

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/>

28 May 2025

Sonya Kilkeny
Minister for Planning

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.

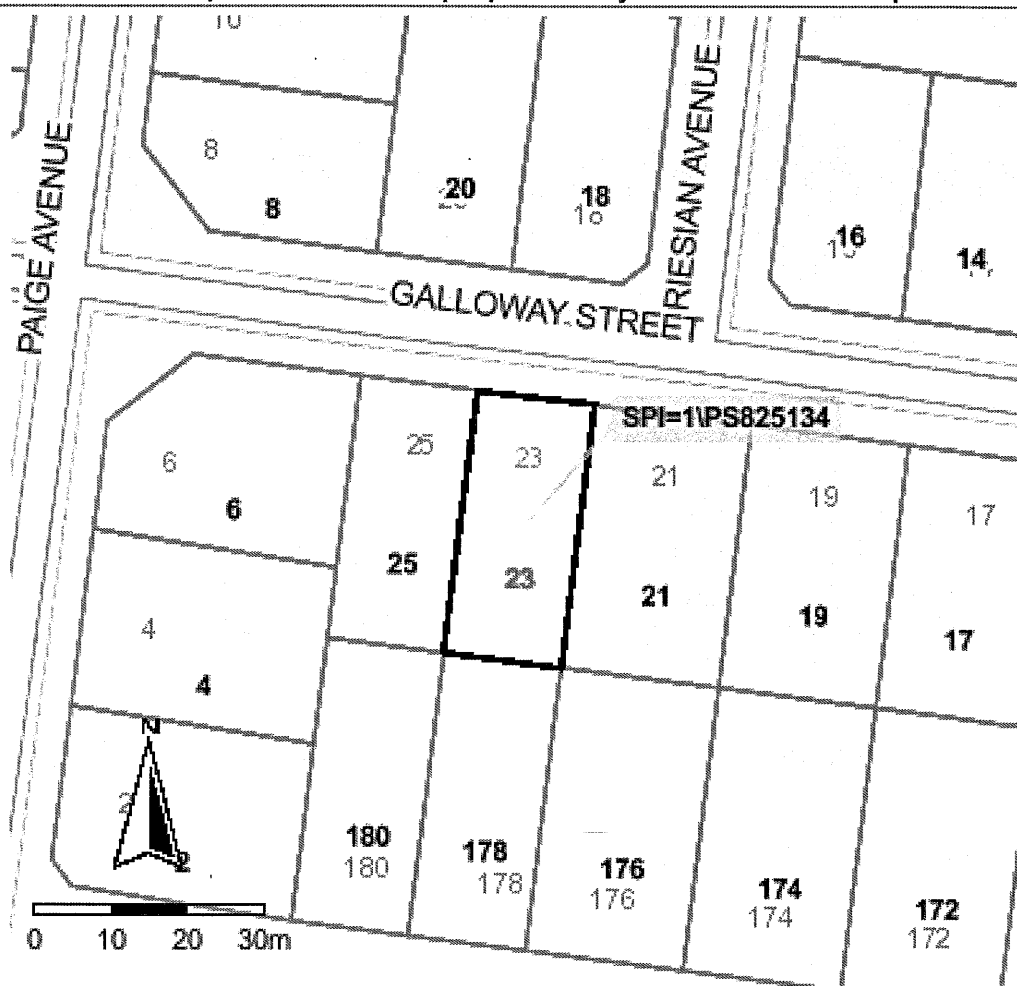
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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.



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

Choose the authoritative Planning Certificate

Why rely on anything less?

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

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

Privacy Statement

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 28 May 2025 10:04 AM

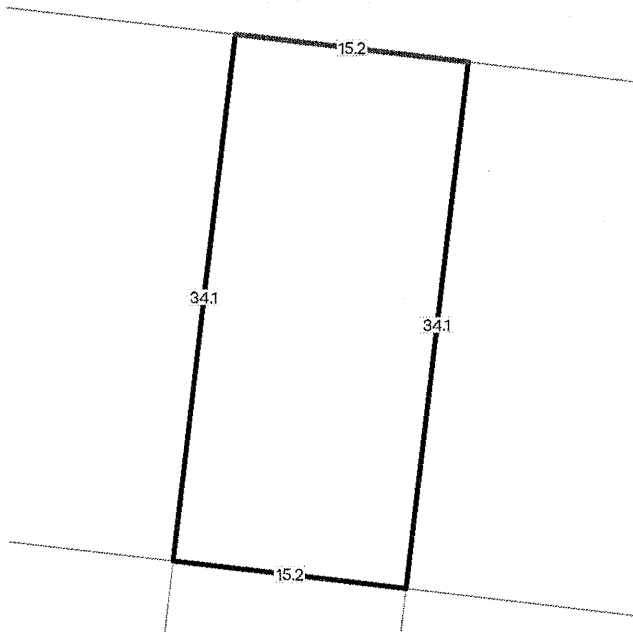
PROPERTY DETAILS

Address: **23 GALLOWAY STREET TRARALGON 3844**
Lot and Plan Number: **Lot 1 PS825134**
Standard Parcel Identifier (SPI): **1\PS825134**
Local Government Area (Council): **LATROBE**
Council Property Number: **54606**
Directory Reference: **Vicroads 696 B3**

www.latrobe.vic.gov.au

SITE DIMENSIONS

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



Area: 519 sq. m

Perimeter: 99 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/>

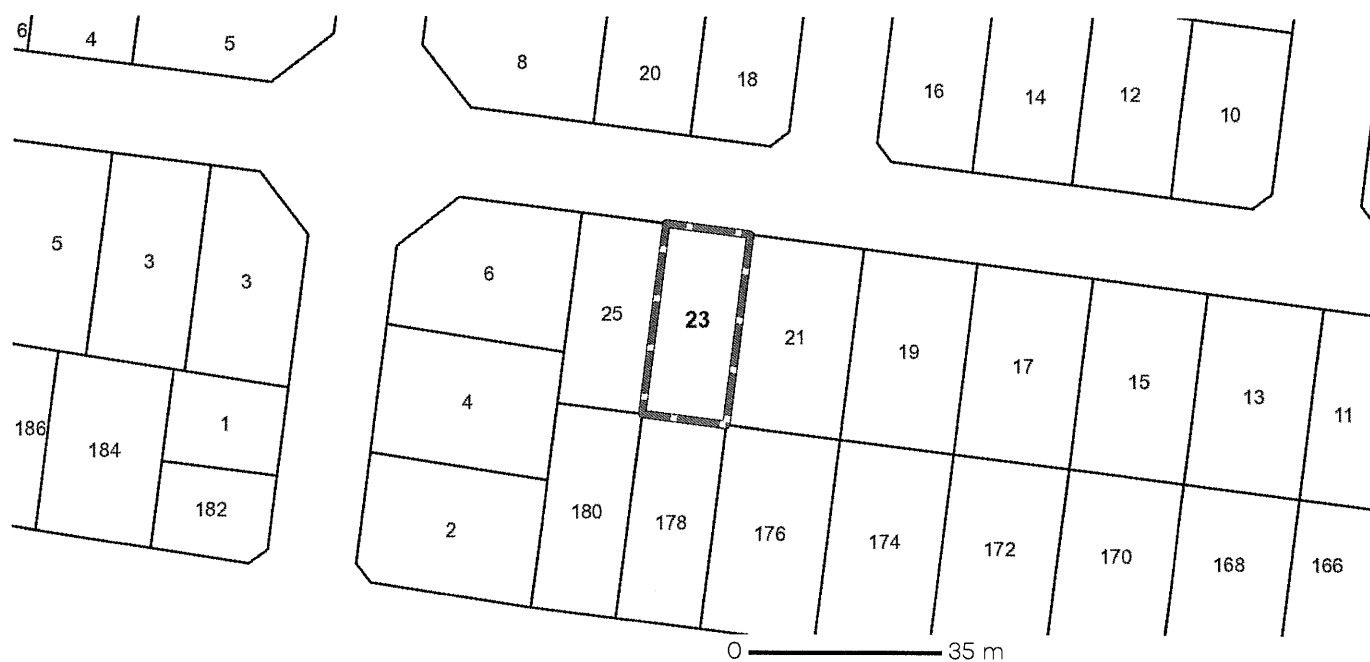
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



Selected Property

PLANNING PROPERTY REPORT



State
Government

Department
of Transport
and Planning

From www.planning.vic.gov.au at 28 May 2025 10:05 AM

PROPERTY DETAILS

Address: **23 GALLOWAY STREET TRARALGON 3844**
Lot and Plan Number: **Lot 1 PS825134**
Standard Parcel Identifier (SPI): **1\PS825134**
Local Government Area (Council): **LATROBE**
Council Property Number: **54606**
Planning Scheme: **Latrobe**
Directory Reference: **Vicroads 696 B3**

www.latrobe.vic.gov.au

[Planning Scheme - Latrobe](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

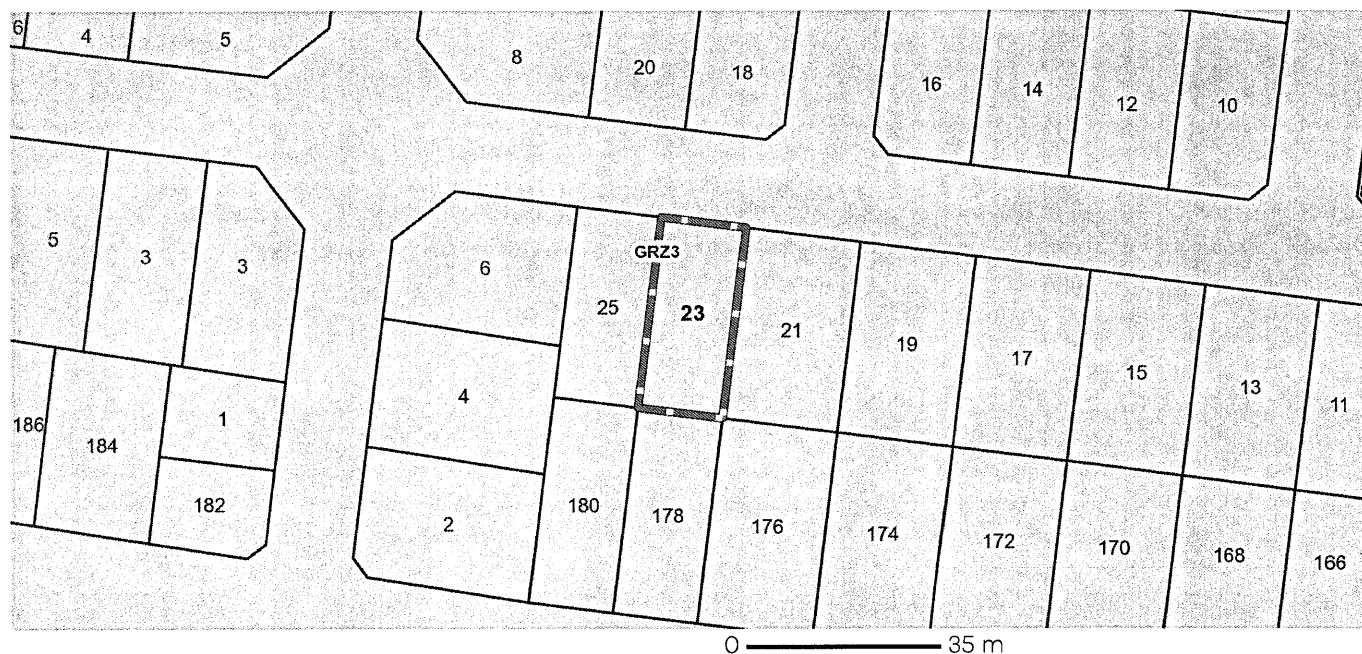
Registered Aboriginal Party: **Gunaikurnai Land and Waters
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 3 (GRZ3)



GRZ - General Residential

NRZ - Neighbourhood Residential

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

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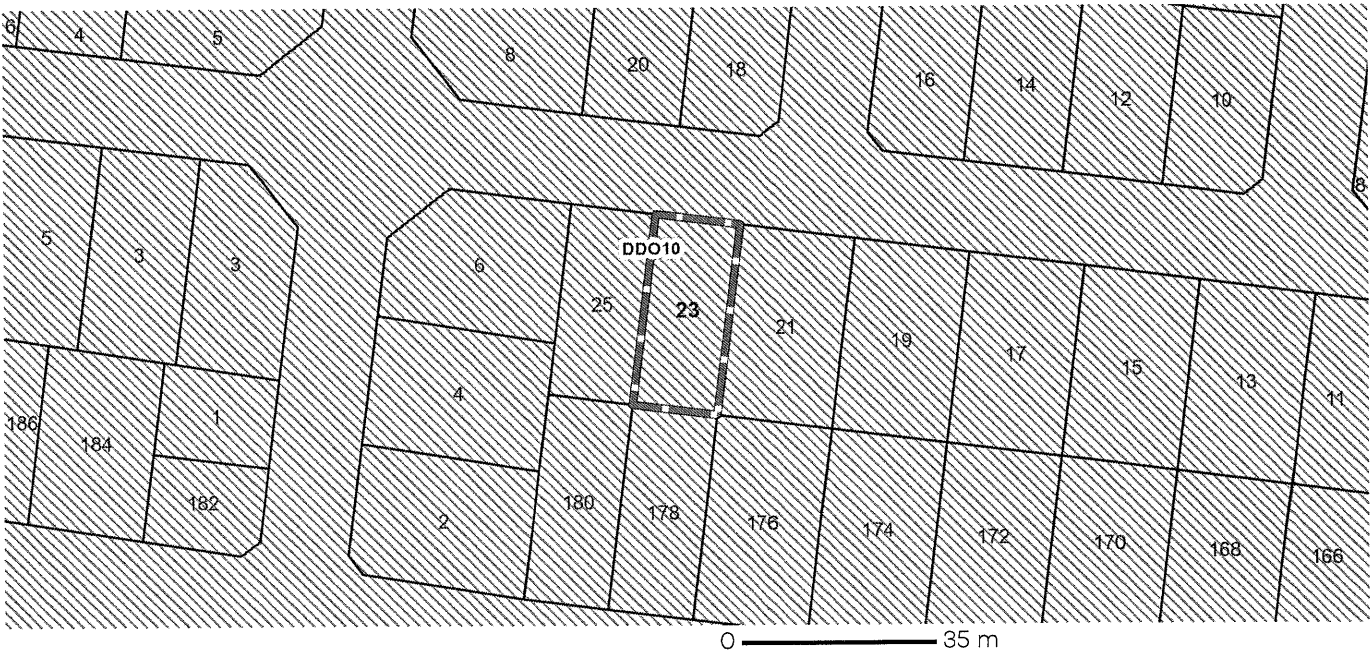
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 (DDO10)

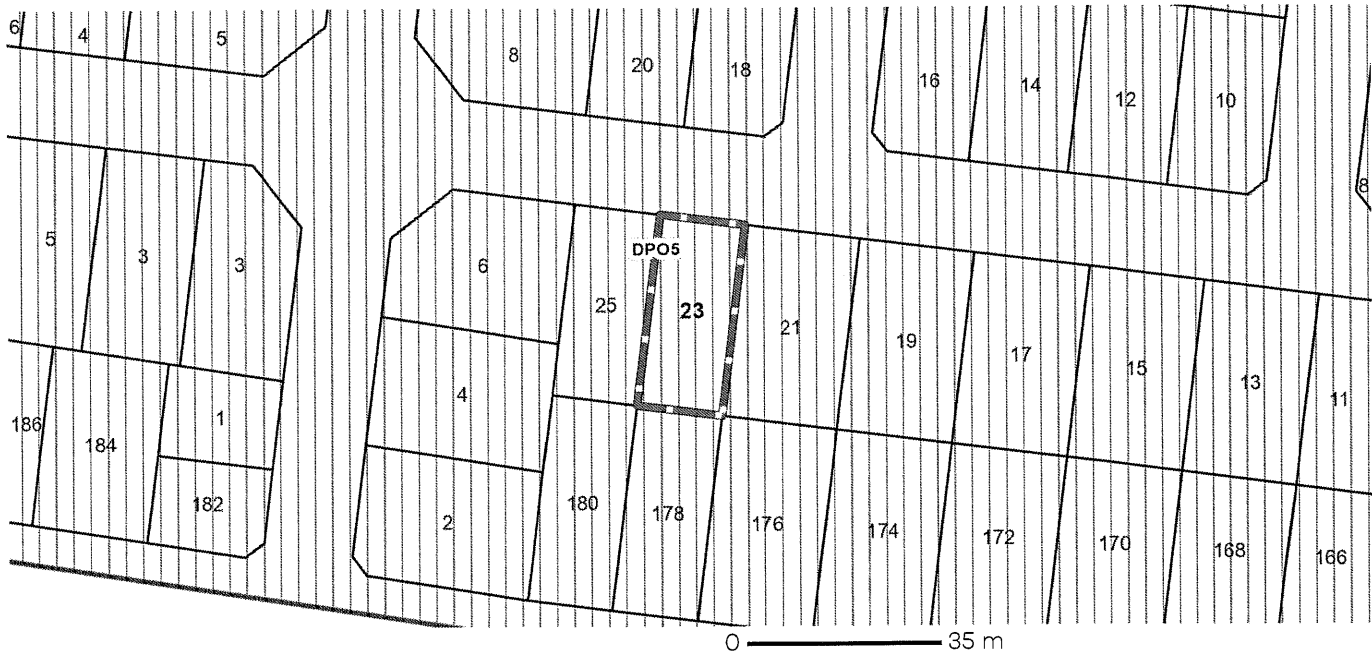


 **DDO - Design and Development Overlay**

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)



 **DPO - Development Plan 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 22 May 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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 \(environment.vic.gov.au\)](https://environment.vic.gov.au) or please contact your relevant council.

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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

2025

DANIEL YOUNG AND CHRISTINA LEE YOUNG

VENDOR STATEMENT

Property: 23 Galloway 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:CQ:00110343