Rennicks Conveyancing

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	2 Neville Street, Traralgon 3844	
Vendor's name	Marcus John Horwood	**Date** 17 / 02 / 2021
Vendor's signature		
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: $2,800.00

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

	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

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

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

☒ Is in the attached copies of title document/s

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

☒ Attached is a certificate with the required specified information.

☒ The required specified information is as follows:

(a)	Name of planning scheme	Latrobe Planning Scheme
(b)	Name of responsible authority	Latrobe City Council
(c)	Zoning of the land	Neighbourhood Residential Zone - Schedule 4 (NRZ & NRZ4)
(d)	Name of planning overlay	None

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

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)

Residential Tenancy Agreement dated 17/11/2020
GST Withholding Notice
Planning Certificate dated 14/02/2020
Land Victoria Property/Planning Reports

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

VOLUME 11842 FOLIO 668

Security no : 124088186030X
Produced 17/02/2021 05:11 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 802461R.
PARENT TITLES :
Volume 06953 Folio 491 Volume 11687 Folio 009 Volume 11823 Folio 860
Created by instrument PS802461R 09/12/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARCUS JOHN HORWOOD of 2 NEVILLE STREET TRARALGON VIC 3844
PS802461R 09/12/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR944183E 20/02/2019
HSBC BANK AUSTRALIA LTD

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

DIAGRAM LOCATION

SEE PS802461R 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: 2 NEVILLE STREET TRARALGON VIC 3844

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 20/02/2019

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	**Plan**
Document Identification	**PS802461R**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**17/02/2021 17:11**

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PLAN OF SUBDIVISION

EDITION 1

Plan Number
PS802461R

LOCATION OF LAND

PARISH: TRARALGON

TOWNSHIP: ———

SECTION: ———

CROWN ALLOTMENT: 48 (PART)

CROWN PORTION: ———

TITLE REFERENCE: C/T VOL 6953 FOL 491
C/T VOL 11687 FOL 009
C/T VOL 11823 FOL 860

LAST PLAN REFERENCE: LP15006 (LOT 14)
TP944314X (LOT 2)
TP944314X (LOT 3)

POSTAL ADDRESS: 2 NEVILLE STREET
TRARALGON 3844

MGA CO-ORDINATES: E: 458140 ZONE: 55
(of approx centre of land in plan) N: 5772390 GDA 94

Council Name: Latrobe City Council

Council Reference Number: 2016/58/CRT
Planning Permit Reference: planning permit not required
SPEAR Reference Number: S087748H

Certification

This plan is certified under section 6 of the Subdivision Act 1988

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 at Certification

Digitally signed by: Fiona Farrand for Latrobe City Council on 20/07/2016

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	LATROBE CITY COUNCIL

NOTATIONS

DEPTH LIMITATION: Does not apply

SURVEY:
This plan is not based on survey.

STAGING:
This is not a staged subdivision.
Planning Permit No. ———

This survey has been connected to permanent mark No(s). ———
In Proclaimed Survey Area No. ———

NOTATIONS

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	AS PROVIDED FOR IN SEC. 528 (2) (e) LOCAL GOVT. ACT	SEE DIAG	SEC. 528 (2) (e) LOCAL GOVT. ACT	TRARALGON SEWERAGE AUTHORITY
E-2 & E-3	AS PROVIDED FOR IN SEC. 528 (2) (e) LOCAL GOVT. ACT	SEE DIAG	SEC. 528 (2) (e) LOCAL GOVT. ACT	CITY OF TRARALGON & TRARALGON SEWERAGE AUTHORITY
E-1 & E-2	PIPELINE OR ANCILLARY PURPOSES	SEE DIAG	THIS PLAN - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-1 & E-2	DRAINAGE	SEE DIAG	THIS PLAN	LATROBE CITY COUNCIL

ROSS & WORTH PTY. LTD.
LAND & ENGINEERING SURVEYORS
5/61 SMITH STREET WARRAGUL 56232257
*26 CONTINGENT ST. TRAFALGAR 56331577
213B PRINCES HIGHWAY MORWELL 51341368

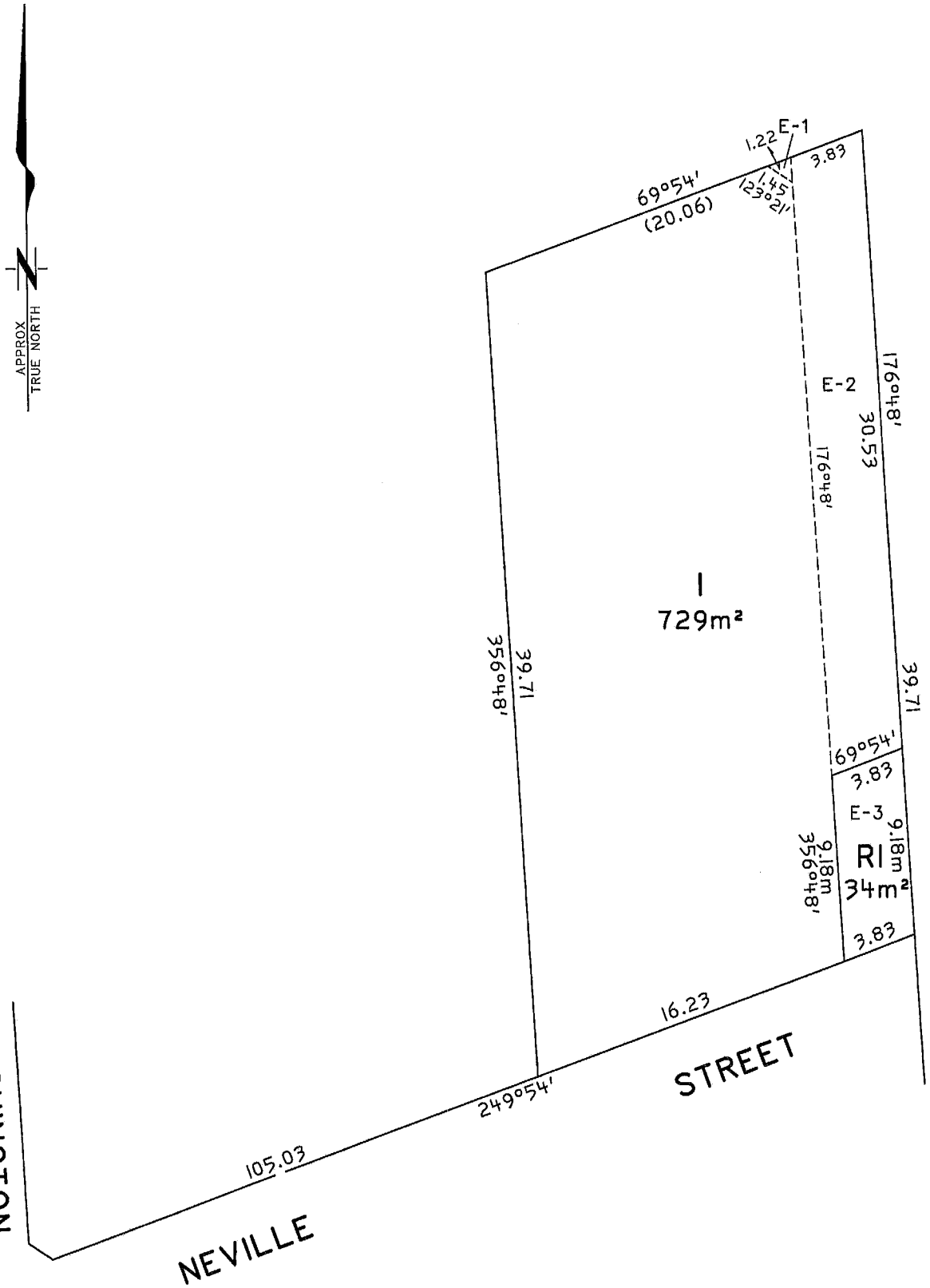
REF 5533 DRG No. 5533ps.lcd

ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2 SHEETS

Digitally signed by: Peter Julian Marx (Ross and Worth Pty Ltd - Trafalgar), Surveyor's Plan Version (2), 30/06/2016

PLAN REGISTERED
TIME: 3:08 pm DATE: 09 / 12 / 2016
Ian D Thomson
Assistant Registrar of Titles

Plan Number
PS802461R



ROSS & WORTH PTY. LTD. **LAND & ENGINEERING SURVEYORS** 5/61 SMITH STREET WARRAGUL 56232257 *26 CONTINGENT ST. TRAFALGAR 56331577 213B PRINCES HIGHWAY MORWELL 51341368	SCALE 1:200 2 0 2 4 6 8 LENGTHS ARE IN METRES	REF 5533	DRG No. 5533ps.lcd
		ORIGINAL SHEET SIZE: A3	SHEET 2
	Digitally signed by: Peter Julian Marx (Ross and Worth Pty Ltd - Trafalgar), Surveyor's Plan Version (2), 30/06/2016	Digitally signed by: Latrobe City Council, 20/07/2016, SPEAR Ref: S087748H	

Code 135

Residential Tenancy Agreement©

The Real Estate Institute of Victoria Ltd | www.reiv.com.au | 61 004 210 897

Residential Tenancies Act 1997
(Section 26(1))

(Regulation 8(1))

THIS agreement is made on the **17th** day of **November, 20 20**

at Addison Real Estate Pty Ltd

BETWEEN **Marcus Horwood**
(LANDLORD) C/- 61 Hotham Street, TRARALGON VIC 3844

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

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

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

AND **Eastwood Property PTY LTD**
(TENANT) ABN 61 130 092 703
13 Clancys Road MT EVELYN VIC 3796

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

1. PREMISES

The LANDLORD lets the premises known as **2 Neville Street, TRARALGON VIC 3844**

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

2. RENT

The rent amount is ($)**365.00** The date the first rent payment is due is **19 / 11 / 2020**

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

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

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

3. BOND

The TENANT must pay a bond of ($)**1,825.00** to the LANDLORD/agent on **19 / 11 /2020** ,

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

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

NAME **Eastwood Property PTY LTD** AMOUNT $_____

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

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4. PERIOD

(a) The period of the agreement is **Six (6) Months.**

commencing on the **19th** day of **November**, 2020

and ending on the **19th** day of **May**, 2021

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

OR

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

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

4A. CONSENT TO ELECTRONIC SERVICE

(1) Express Consent

The TENANT: **Eastwood Property PTY LTD**
[Check one box only]

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

Email address **accounts@vpm.com.au**

OR

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

The LANDLORD: Marcus Horwood
[Check one box only]

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

Email address _____

OR

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

REIV

(2) Inferred Consent

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

(3) Change of Electronic Address

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

(4) Withdrawal of Consent

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

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

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5. CONDITION OF THE PREMISES

The LANDLORD must -

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

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

6. DAMAGE TO THE PREMISES

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

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

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

7. CLEANLINESS OF THE PREMISES

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

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

8. USE OF PREMISES

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

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

9. QUIET ENJOYMENT

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

10. ASSIGNMENT OR SUB-LETTING

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

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

11. RESIDENTIAL TENANCIES ACT 1997

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

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

*Schedule of items (See Clause 1)

No pets.

Tenant agrees to have property professionally cleaned and carpets professionally cleaned by Mayfair at the end of the tenancy.

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ADDISON REAL ESTATE

ADDITIONAL TERMS

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

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

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

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

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

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

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

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

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

13. Other use of my premises

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

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

14. Utility charges at my premises

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

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

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

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

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

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

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

15. My insurances for my premises

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

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

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

16. Light globes and fluorescent tubes at my premises

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

17. You must tell me about defects at my premises

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

18. Damage to my premises

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

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

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

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

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

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

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

20. Smoke detectors and heaters at my premises

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Hanging washing at my premises

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

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

24. Looking after the garden at my premises

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

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

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

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

25. Pets at my premises

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

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

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

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

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

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

26. Assignments, subletting or abandoning my premises

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

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

26.2 (a) a pro-rata letting fee;

26.2 (b) advertising or marketing expenses;

26.2 (c) rental data base checks on applicants;

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

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

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

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

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

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

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

28. Remaining at my premises after your tenancy ends

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

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

29. Changing the locks and alarm code at my premises

29.1 You may change the locks at my premises.

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

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

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

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

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

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

31. Owners corporation rules and my premises

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

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

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

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

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

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

33. Increasing the rent for my premises

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

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

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

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

33.3 If this is a periodic residential tenancy agreement -

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

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

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

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

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

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

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

35. Notice

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

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

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

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

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Code 135

Residential Tenancy Agreement®

ADDISON REAL ESTATE

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REAL ESTATE PTY LTD
YOU BEGIN AS A CLIENT, YOU BECOME A FRIEND
PO Box 1122, 61 Hotham Street Traralgon 3844
Telephone (03) 5174 7111 Fax: (03) 5174 439

SIGNATURES

LANDLORD

Marcus Horwood _____ **(insert signature of LANDLORD)**

TENANT

Eastwood Property PTY LTD _____ **(insert signature of TENANT)**

REIV

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Code 135

Residential Tenancy Agreement®

ADDISON REAL ESTATE

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

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

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

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

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

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

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

   (c) The agent's telephone number for urgent repairs is 03 5174 7111

   (d) The agent can authorise urgent repairs

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

NOTE TO LANDLORDS

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

ACKNOWLEDGEMENT BY TENANT

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

Signed: _____ Date: 18/11/2020

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Internet: www.addisonrealestate.com.au

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

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

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

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

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

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

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

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

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

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

Tenant Signature: _____ Date: 18/11/2020

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Witness By (Agent): _____ Date: 18/11/2020

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

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

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

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

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

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

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

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

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

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

Tenant Signature: _____ Date: 18/11/2020

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Witness By (Agent): _____ Date: 18/11/2020

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

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

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

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

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

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

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

Tenant Signature: _____ Date: 18/11/2020

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Witness By (Agent): _____ Date: 18/11/2020

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

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

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

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

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

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

69. Only 6 people will occupy the premises, including 6 adults and — children.

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

Tenant Signature: _____ Date: 18/11/2020.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Witness By (Agent): _____ Date: 18/11/2020

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FORM 2

TENANT AGREEMENT ANNEXURE "A" –

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

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

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

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

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

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

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

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

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

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

Tenants Signature: _____ Date: 18-11-2020.

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Witness By (Agent): _____ Date: 18/11/2020

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

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

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

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

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

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

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

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

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

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

Tenants Signature: _____ Date: 18-11-2020

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Witness By (Agent): _____ Date: 18/11/2020

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

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

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

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

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

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

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

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

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

Tenants Signature: _____ Date: 18/11/2020

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Witness By (Agent): _____ Date: 18/11/2020

ADDISON REAL ESTATE PTY LTD
YOU BEGIN AS A GUEST, YOU BECOME A FRIEND

61 Hotham Street, Traralgon Vic 3844
Fax: (03) 5174-4393 Tel: (03) 5174-9333
Email: rentals@addisonrealestate.com.au
Internet: www.addisonrealestate.com.au

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

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

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

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

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

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

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

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

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

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

Tenants Signature: _____ Date: 18/11/2020

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Witness By (Agent): _____ Date: 18/11/2020

ADDISON
REAL ESTATE PTY LTD
YOU BEGIN AS A CLIENT YOU BECOME A FRIEND

61 Hotham Street, Traralgon Vic 3844
Fax: (03) 5174-4393 Tel: (03) 5174-9333
Email: rentals@addisonrealestate.com.au
Internet: www.addisonrealestate.com.au

GENERAL

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

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

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

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

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

Tenants Signature: _____ Date: 18/11/2020

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Tenants Signature: _____ Date: _____

Witness By (Agent): _____ Date: 18/11/2020

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

17 February 2021

Horwood Proposed Sale
Property: 2 Neville Street, Traralgon VIC 3844

NOTICE TO PURCHASER

Residential GST Withholding Payment Notification

Section 14-255 of the Taxation Administration Act 1953.

PROPERTY: 2 Neville Street, Traralgon VIC 3844

ABN: (if applicable)

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

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

719536

APPLICANT'S NAME & ADDRESS

RENNICKS CONVEYANCING PTY LTD C/- INFOTRACK (SMOKEBALL) C/- LANDATA

MELBOURNE

VENDOR

HORWOOD, MARCUS JOHN

PURCHASER

PURPOSES, SALE

REFERENCE

215433

This certificate is issued for:

LOT 1 PLAN PS802461 ALSO KNOWN AS 2 NEVILLE 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 NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4

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

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

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

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

LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

17 February 2021

Hon. Richard Wynne MP
Minister for Planning

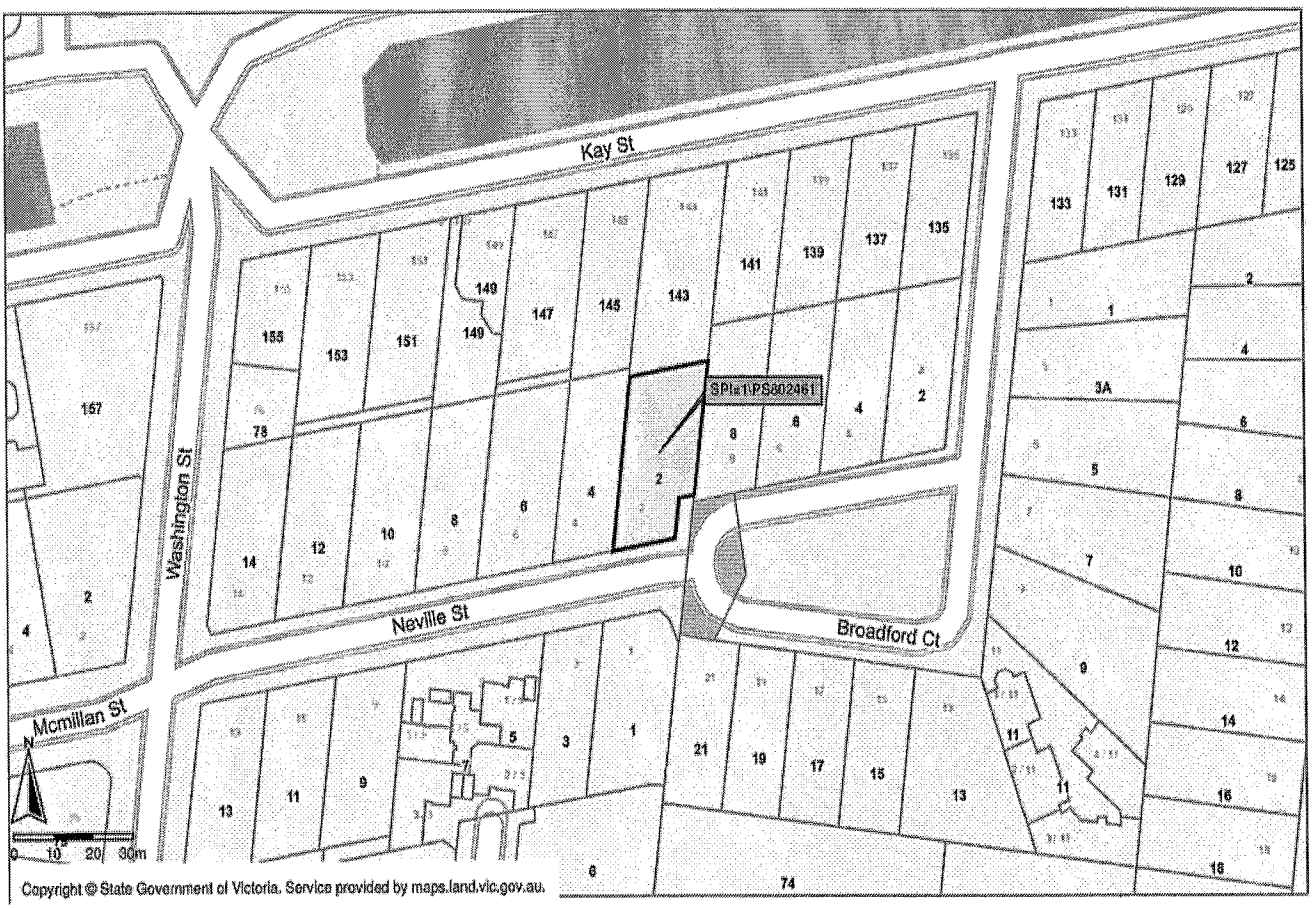
VICTORIA State Government

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

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

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

VICTORIA State Government

Property Report from www.land.vic.gov.au on 17 February 2021 05:13 PM

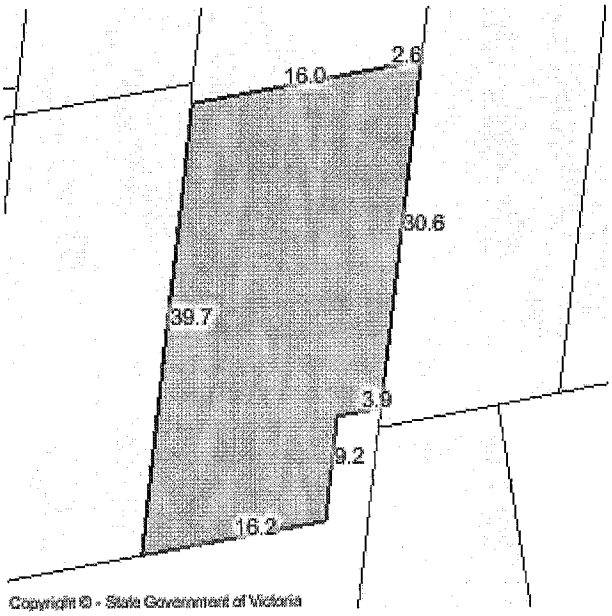
Address: 2 NEVILLE STREET TRARALGON 3844
Lot and Plan Number: Lot 1 PS802461
Standard Parcel Identifier (SPI): 1\PS802461
Local Government (Council): LATROBE **Council Property Number:** 29108
Directory Reference: VicRoads 696 E6

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

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

Site Dimensions

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



Area: 733 sq. m
Perimeter: 120 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.

7 dimensions shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

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

State Electorates

Legislative Council: EASTERN VICTORIA
Legislative Assembly: MORWELL

Utilities

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

Planning information continued on next page

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Planning Zone Summary

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

Planning Overlay: None

Planning scheme data last updated on 10 February 2021.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987.*
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates

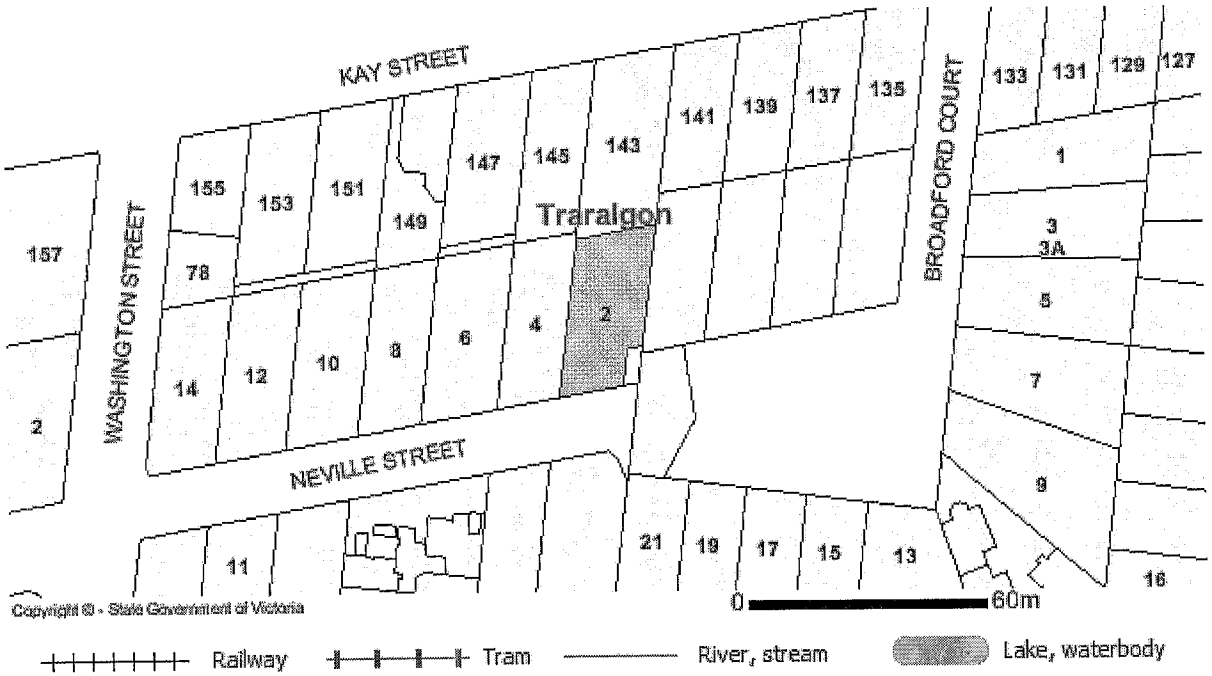
The Planning Property Report includes separate maps of zones and overlays

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

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

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

Area Map



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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au on 17 February 2021 05:13 PM

PROPERTY DETAILS

Address:	**2 NEVILLE STREET TRARALGON 3844**
Lot and Plan Number:	**Lot 1 PS802461**
Standard Parcel Identifier (SPI):	**1\PS802461**
Local Government Area (Council):	**LATROBE** www.latrobe.vic.gov.au
Council Property Number:	**29108**
Planning Scheme:	**Latrobe** planning-schemes.delwp.vic.gov.au/schemes/latrobe
Directory Reference:	**VicRoads 696 E6**

UTILITIES

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

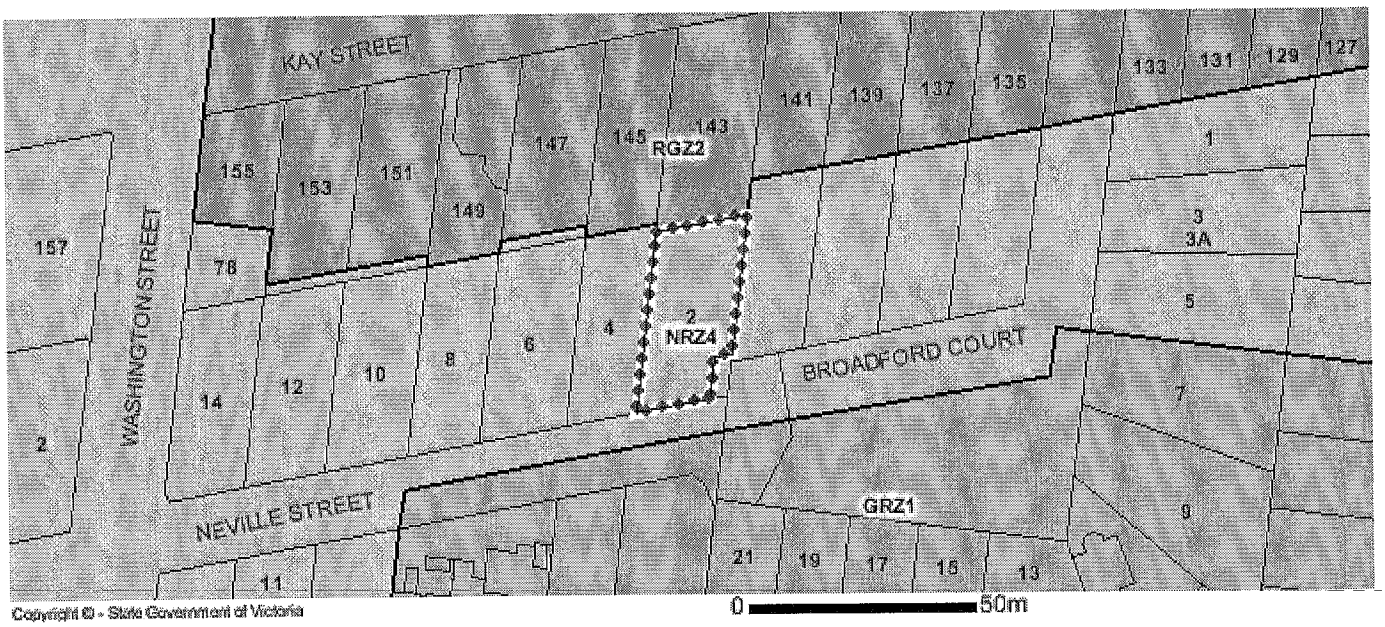
STATE ELECTORATES

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

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 (NRZ4)



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GRZ - General Residential | NRZ - Neighbourhood Residential | RGZ - Residential Growth

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

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

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlay

None affecting this land - there are overlays in the vicinity

DESIGN AND DEVELOPMENT OVERLAY (DDO)



DDO - Design and Development

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 10 February 2021.

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

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

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

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

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

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PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Designated Bushfire Prone Area

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



Designated Bushfire Prone Area

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

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

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

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

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

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

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

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

DATED 2021

MARCUS JOHN HORWOOD

VENDOR STATEMENT

Property: **2 Neville 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: SH:BH:00105419