

DATED

2025

**Charley Giorga Petrou**

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**SECTION 32 STATEMENT**

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**Property: 15 NOTTING HILL, TRARALGON VIC 3844**

Good Move Conveyancing  
2/41 Breed Street  
PO Box 12  
TRARALGON VIC 3844  
Tel: 0351746862  
Ref: AC:25-11772

# 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	15 NOTTING HILL, TRARALGON VIC 3844
------	-------------------------------------

Vendor's name	Charley Giorga Petrou	Date
		19/6/2025
Vendor's signature		
	<div>Signed by:  8CDB1E87F375419...</div>	

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) ☒ Are contained in the attached certificate/s.

### 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

\$0.00	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:  
Not Applicable

### 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 section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

### 3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

Not Applicable

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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## 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.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

### 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 1000m<sup>2</sup>; (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)*

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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](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.

(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.

## Vendor GST Withholding Notice

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

To:

From: Charley Giorga Petrou,

Property Address: 15 Notting Hill, Traralgon VIC 3844

Lot: 2 Plan of subdivision: 549883

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: 19/6/2025

Signed for an on behalf of the Vendor:

Signed by:

  
.....8CDB1E87F375419:.....

CG Petrou





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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 1 of 1

VOLUME 10969 FOLIO 282

Security no : 124125165873R  
Produced 09/06/2025 02:23 PM

### LAND DESCRIPTION

Lot 2 on Plan of Subdivision 549883W.

PARENT TITLES :

Volume 10927 Folio 784 to Volume 10927 Folio 785

Created by instrument PS549883W 22/09/2006

### REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

CHARLEY GIORGA PETROU of 15 NOTTING HILL TRARALGON VIC 3844

AM760423D 09/05/2016

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX368460N 19/10/2023

MACQUARIE BANK LTD

COVENANT as to part AE288804R 10/04/2006

COVENANT as to part AE294302H 12/04/2006

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 PS549883W 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: 15 NOTTING HILL TRARALGON VIC 3844

### ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL

Effective from 19/10/2023

DOCUMENT END



# Imaged Document Cover Sheet

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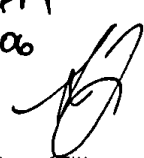
Document Type	<b>Plan</b>
Document Identification	<b>PS549883W</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>09/06/2025 14:23</b>

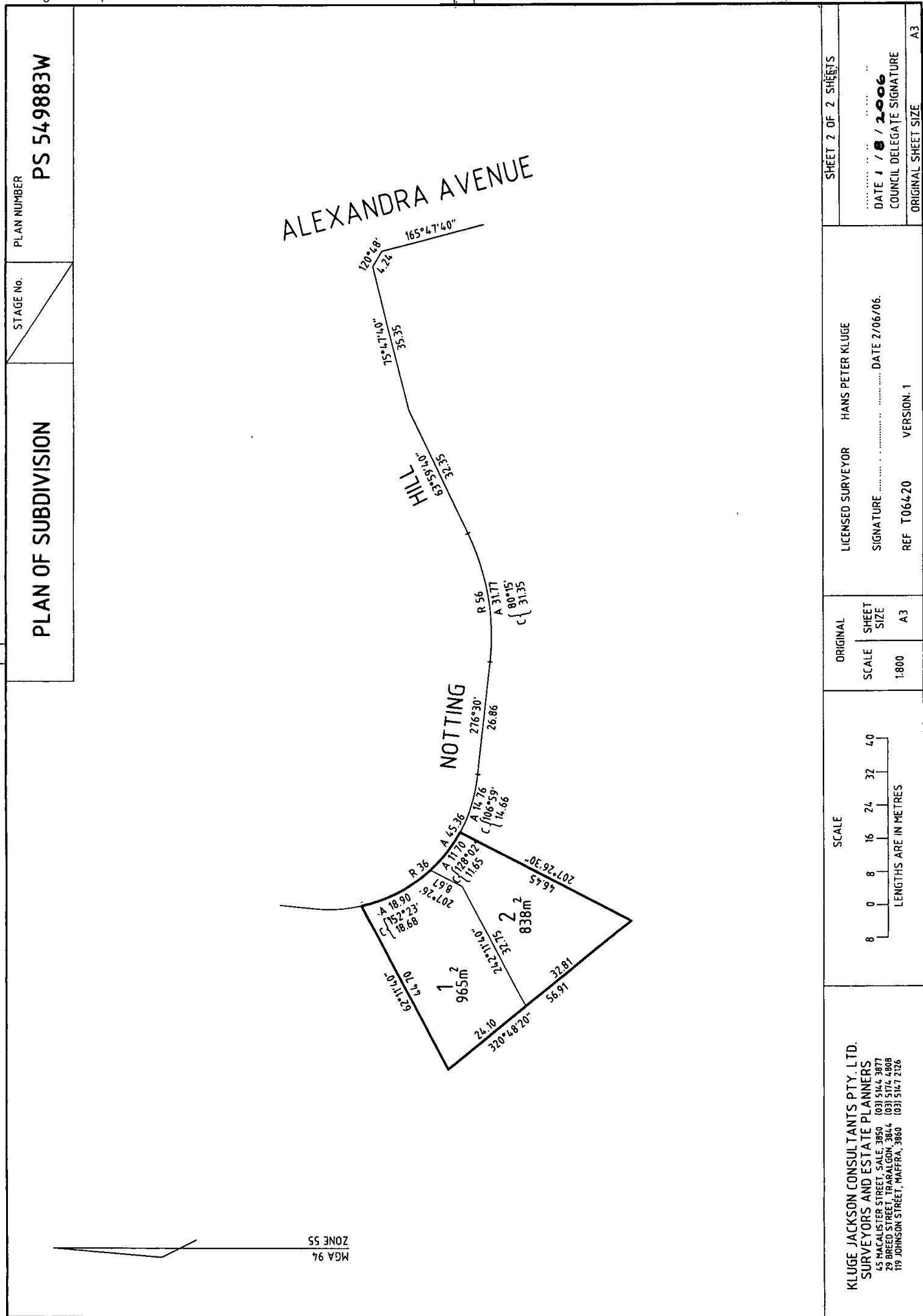
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<b>PLAN OF SUBDIVISION</b>		STAGE No.	<b>EDITION 1</b>	PLAN NUMBER <b>PS 549883W</b>
<p><b>LOCATION OF LAND</b></p> <p>PARISH: TRARALGON</p> <p>TOWNSHIP: _</p> <p>SECTION: _</p> <p>CROWN ALLOTMENT: 22 (PART)</p> <p>CROWN PORTION: _</p> <p>VICMAP DIGITAL PROPERTY</p> <p>TITLE REFERENCE: <b>VOL</b> 10927 FOL: 784 <b>VO</b> 10927 FOL: 785</p> <p>LAST PLAN REFERENCE/S: PS 530584N (LOTS 190 &amp; 191)</p> <p>POSTAL ADDRESS: NOTTING HILL TRARALGON, VIC. 3844</p> <p>AMG Co-ordinates    E: 458 620                      GDA 94 (of approx. centre of    N. 5773 530                      ZONE: 55 land in plan).</p>		<p><b>COUNCIL CERTIFICATION AND ENDORSEMENT</b></p> <p>COUNCIL NAME:                      CITY OF LATROBE</p> <p>1. This plan is certified under Section 6 of the Subdivision Act 1988.</p> <p><del>2. This plan is certified under Section 11(7) of the Subdivision Act 1988.</del></p> <p><del>Date of original certification under Section 6                      /                      /</del></p> <p>3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</p> <p>OPEN SPACE:</p> <p>(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 <del>has</del> / has not been made.</p> <p><del>(ii) The requirement has been satisfied.</del></p> <p><del>(iii) The requirement is to be satisfied in stage                      /                      /</del></p> <p>Council Delegate <del>Council Seal</del> Date <b>1 / 8 / 2006</b></p> <p><del>Re-certification under Section 11(7) of the Subdivision Act 1988.</del></p> <p><del>Council Delegate</del> <del>Council Seal</del> <del>Date                      /                      /</del></p>		
<b>VESTING OF ROAD AND / OR RESERVE</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL / BODY / PERSON	<p><b>STAGING</b>                      This is not a staged subdivision. Planning permit No. <b>06228</b></p> <p><b>DEPTH LIMITATION:</b>                      DOES NOT APPLY</p>		
NIL	NIL	<p><b>SURVEY</b>                      THIS PLAN IS BASED ON SURVEY</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK No. _</p> <p>IN PROCLAIMED SURVEY AREA No. _</p>		
<b>EASEMENT INFORMATION</b>				
<b>LEGEND</b>		A - Appurtenant Easement                      E - Encumbering Easement                      R - Encumbering Easement (Road)		
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefied / In favour Of
<p><b>LTO USE ONLY</b></p> <p>STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT</p> <p>RECEIVED <input checked="" type="checkbox"/></p> <p>DATE <b>19 / 9 / 2006</b></p> <p><b>LTO USE ONLY</b></p> <p>PLAN REGISTERED</p> <p>TIME <b>4:46 PM</b></p> <p>DATE <b>22 / 9 / 06</b></p> <p style="text-align: right;"></p> <p>Assistant Registrar of Titles</p> <p>SHEET 1 OF 2 SHEETS</p>				
<p><b>KLUGE JACKSON CONSULTANTS PTY. LTD.</b> <b>SURVEYORS AND ESTATE PLANNERS</b></p> <p>45 MACALISTER STREET, SALE, 3850    (03) 5144 3877 29 BREED STREET, TRARALGON, 3844    (03) 5174 4808 119 JOHNSON STREET, MAFFRA, 3860    (03) 5147 2126</p>		<p>LICENSED SURVEYOR                      HANS PETER KLUGE</p> <p>SIGNATURE                      DATE 2/06/06.</p> <p>REF: T06420                      VERSION: 1</p>		<p>DATE <b>1 / 8 / 2006</b></p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>ORIGINAL SHEET SIZE                      A3</p>



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**TRANSFER OF LAND** 191

Section 45 Transfer of Land Act 1958

Lodged by:

Name: G.M. Georgancy

Address:

Phone:

Ref:

Customer Code: 3800x**Privacy Collection Statement**

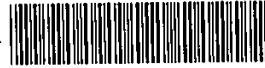
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**AE294302H**

12/04/2006 \$270

45



MADE AVAILABLE

Office Use Only

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 reference)

Certificate of Title Volume

10927

Folio 785

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

**ALL ITS ESTATE IN FEE SIMPLE**

Consideration:

**\$72,500.00**

Transferor: (full name)

**HOBSONS RUN PTY. LTD. (ACN099849224)**

Transferee: (full name and address including postcode)

**TRACEY LEE DONOVAN**  
**of 58 Phillip Street, Traralgon 3844**

Directing Party: (full name)

**Not Applicable**

Creation and/or Reservation and/or Covenant:

The Transferee for itself and its successors and transferees the registered proprietor or proprietors for the time being of the Land hereby transferred and or each part thereof **DO HEREBY COVENANT** with the Transferor its successors and transferees the registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision No. 530584N (except Lot N) and each and every part thereof (other than the Land hereby transferred) that it shall not at any time allow or cause to be constructed on the land or any part thereof any dwelling or other improvements built

1540

Continued on T2 Page 2

Approval No. 1241035A

**ORDER TO REGISTER**  
 Please register and issue title to

**STAMP DUTY USE ONLY**  
 Original Land Transfer  
 Stamped with \$1,540.00  
 Doc ID 2074351, 11 Apr 2006  
 SRO Victoria Duty, JMN40

**T2**

Signed

Cust. Code:

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

12 APR 2006

of second hand materials **AND IT IS HEREBY AGREED** that the benefit of the foregoing covenant shall be attached to and run at law and in equity with the land comprised in Plan of Subdivision (except Lot N) so that the burden thereof shall be annexed to and run at law and in equity with the Land hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said Land as an encumbrance affecting the same and every part thereof.

Dated: 7-4-06

Execution and attestation

Executed by HOBSONS RUN PTY. LTD. (ACN099849224)  
by being signed by the person authorised to sign for  
the Company:

Sole Director/Secretary: 

Full Name: ~~Grant Ernest McClure Williams~~ Keith McClure Williams

Usual Address: ~~45 Tulloch Way, Traralgon 3844~~ 18 Chester Close, Traralgon 3844

SIGNED by Transferee

in the presence of:

Witness:  Jennifer Pinkney

 J. Donovan

Approval No. 1241035A

T2 Page 2



THE BACK OF THIS FORM MUST NOT BE USED  
Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010



**Hobsons Run Pty Ltd**  
**ACN 099 849 224**  
**Level 2, RACV Centre**  
**32 Kay Street, Traralgon 3844**

19 October 2005

Registrar of Titles  
570 Bourke Street  
Melbourne 3000

Dear Madam

Hobsons Run Pty Ltd hereby confirms that Keith McClure Williams is its sole Director and is therefore authorised to sign documents on its behalf. There is no Company Secretary.



Keith McClure Williams - Director  
18 Chester Close, Traralgon 3844



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# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: AM Conveyancing

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Ref: \_\_\_\_\_

Customer Code: 3800X



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10/04/2006 \$270 45



1X LETTER

MADE AVAILABLE / CHANGE CONTROL

Office Use Only

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 reference)

Certificate of Title Volume 10927 Folio 784

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

**ALL ITS ESTATE IN FEE SIMPLE**

Consideration:

**\$72,500.00**

Transferor: (full name)

**HOBSONS RUN PTY. LTD. (ACN099849224)**

Transferee: (full name and address including postcode)

**TRACEY LEE DONOVAN  
of 58 Phillip Street, Traralgon 3844**

Directing Party: (full name)

**Not Applicable**

Creation and/or Reservation and/or Covenant:

The Transferee for itself and its successors and transferees the registered proprietor or proprietors for the time being of the Land hereby transferred and or each part thereof **DO HEREBY COVENANT** with the Transferor its successors and transferees the registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision No. 530584N (except Lot N) and each and every part thereof (other than the Land hereby transferred) that it shall not at any time allow or cause to be constructed on the land or any part thereof any dwelling or other improvements built

Continued on T2 Page 2

Approval No. 1241035A

**ORDER TO REGISTER**  
Please register and issue title to

**STAMP DUTY USE ONLY**  
Original Land Transfer  
Stamped with \$1,540.00  
Doc ID 2073785, 10 Apr 2006  
SRO Victoria Duty, FEVO

1540

Signed \_\_\_\_\_ Cust. Code: \_\_\_\_\_



**THE BACK OF THIS FORM MUST NOT BE USED**

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

10 APR 2006



of second hand materials **AND IT IS HEREBY AGREED** that the benefit of the foregoing covenant shall be attached to and run at law and in equity with the land comprised in Plan of Subdivision (except Lot N) so that the burden thereof shall be annexed to and run at law and in equity with the Land hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said Land as an encumbrance affecting the same and every part thereof.

Dated: 13<sup>th</sup> Oct 2016

Execution and attestation

Executed by HOBSONS RUN PTY. LTD. (ACN099849224)  
by being signed by the person authorised to sign for  
the Company:

Sole Director/Secretary: 

Full Name: ~~Grant Ernest McClure Williams~~ Keith McClure Williams

Usual Address: ~~45 Tulloch Way, Traralgon 3844~~ 18 Chester Close, Traralgon 3844.

SIGNED by Transferee

in the presence of:

Witness: 



**AE288804R**



Approval No. 1241035A

**T2 Page 2**

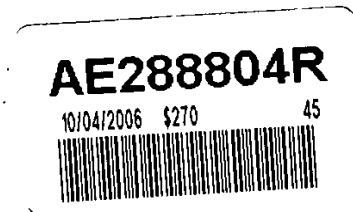


**THE BACK OF THIS FORM MUST NOT BE USED**  
Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

**Hobsons Run Pty Ltd**  
**ACN 099 849 224**  
**Level 2, RACV Centre**  
**32 Kay Street, Traralgon 3844**

19 October 2005

Registrar of Titles  
570 Bourke Street  
Melbourne 3000



Dear Madam

Hobsons Run Pty Ltd hereby confirms that Keith McClure Williams is its sole Director and is therefore authorised to sign documents on its behalf. There is no Company Secretary.

A handwritten signature in black ink, consisting of a stylized 'K' followed by a series of loops and a long horizontal stroke.

Keith McClure Williams - Director  
18 Chester Close, Traralgon 3844

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 09 June 2025 02:20 PM

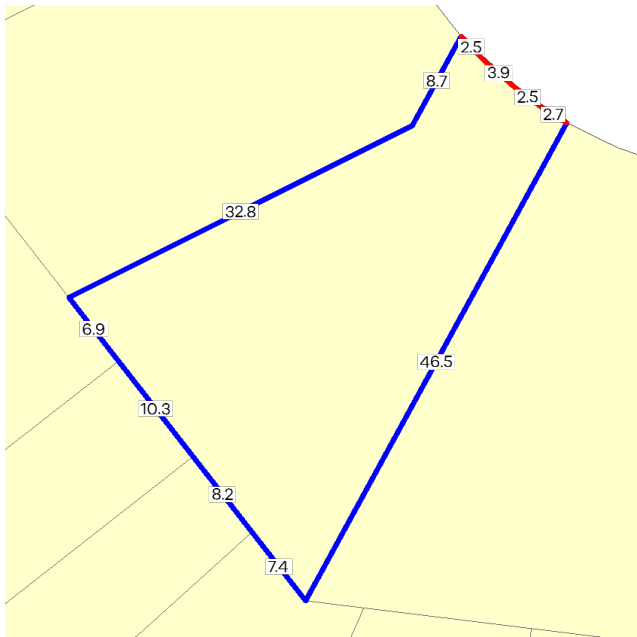
## PROPERTY DETAILS

Address: **15 NOTTING HILL TRARALGON 3844**  
Lot and Plan Number: **Lot 2 PS549883**  
Standard Parcel Identifier (SPI): **2\PS549883**  
Local Government Area (Council): **LATROBE**  
Council Property Number: **47574**  
Directory Reference: **Vicroads 696 F3**

[www.latrobe.vic.gov.au](http://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:** 839 sq. m  
**Perimeter:** 132 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>



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 09 June 2025 02:20 PM

PROPERTY DETAILS

Address: 15 NOTTING HILL TRARALGON 3844  
Lot and Plan Number: Lot 2 PS549883  
Standard Parcel Identifier (SPI): 2\PS549883  
Local Government Area (Council): LATROBE  
Council Property Number: 47574  
Planning Scheme: Latrobe  
Directory Reference: Vicroads 696 F3

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

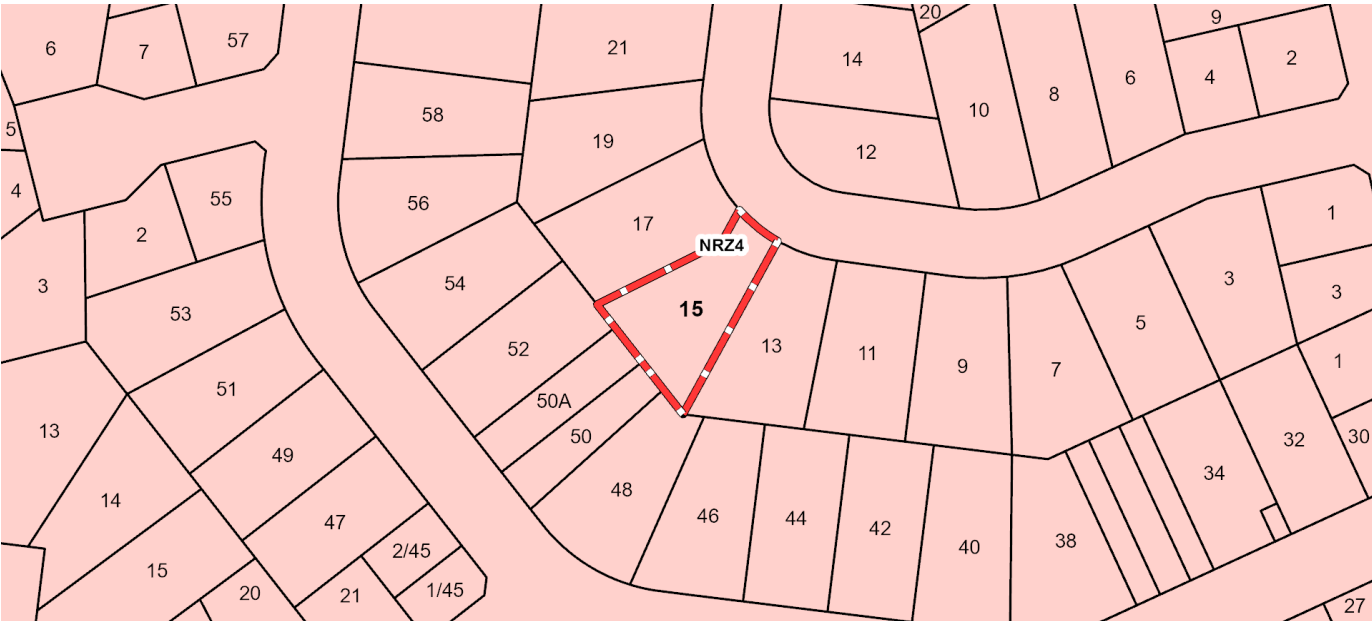
OTHER

Registered Aboriginal Party: Gunaikurnai Land and Waters  
Aboriginal Corporation

View location in VicPlan

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)  
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 (NRZ4)



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

Planning Overlays

No planning overlay found

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

## Further Planning Information

Planning scheme data last updated on 05 June 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/vicplan>

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

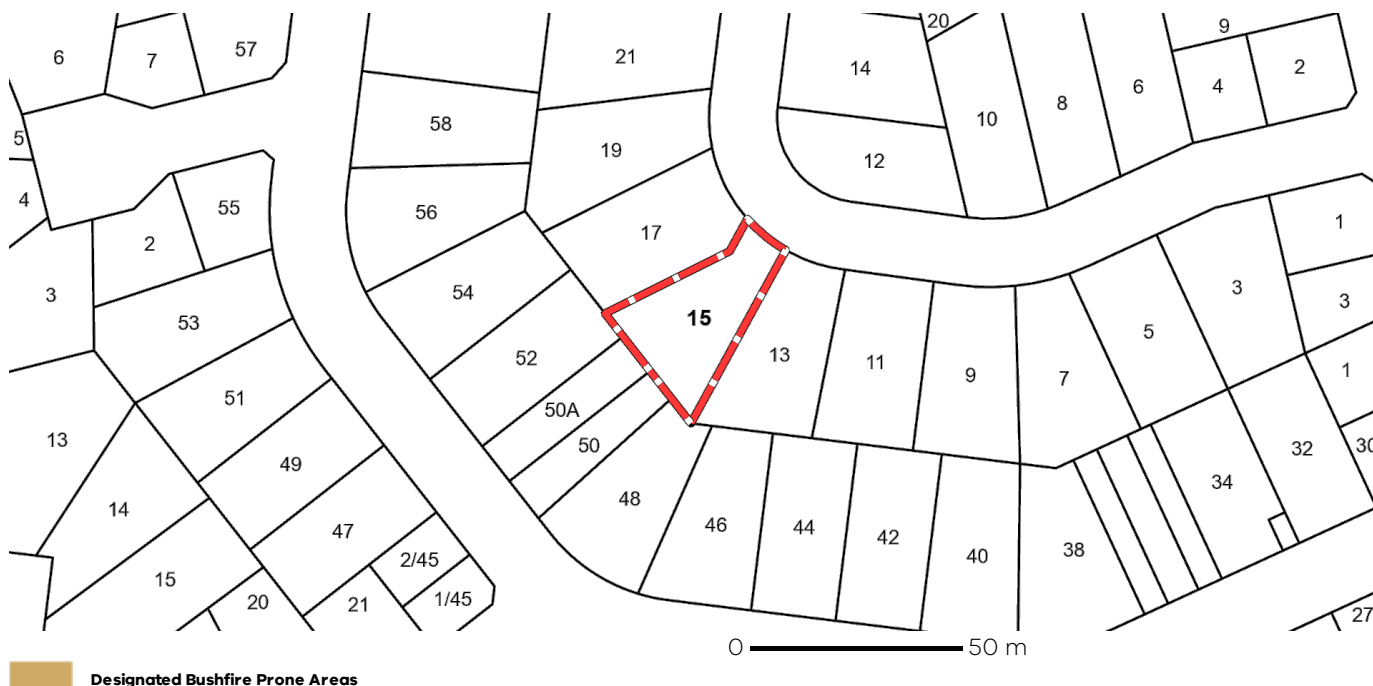
# PLANNING PROPERTY REPORT

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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

## Native Vegetation

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

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

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



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Residential Rental Agreement<sup>©</sup>

The Real Estate Institute of Victoria Ltd | www.reiv.com.au | 81 004 210 897 |

Residential Tenancies Act 1997  
(Section 26(1))

(Regulation 10(1))

RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS

This agreement is between the residential rental provider (rental provider) and the renter listed on this form. Rental providers must use this form for a fixed term residential rental agreement of no more than 5 years or a periodic residential rental agreement in writing.

PART A—GENERAL

1. DATE OF AGREEMENT

This is the date the agreement is signed 31/07/2023

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 RENTAL PROVIDER

Address of premises  
15 Notting Hill, Traralgon VIC 3844

3. RENTAL PROVIDER'S DETAILS

Full name or company name of rental provider: Charley Petrou  
Address: 21 Franklin St, Traralgon VIC 3844  
Phone number: 03 5174 1833  
ACN:  
Email address: traralgon@stockdaleleggo.com.au

RENTAL PROVIDER'S AGENT DETAILS

Full name: Stockdale & Leggo LV  
Address: 21 Franklin St, Traralgon VIC 3844  
Phone number: 03 5174 1833  
ACN:  
Email address: traralgon@stockdaleleggo.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 party to the agreement must provide their details here.

Full name of renter:  
Current Address:  
Phone number:  
Email address:



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## Residential Rental Agreement®



## 5. LENGTH OF AGREEMENT

☒ Fixed term agreement

 Start date: **31st** day of **July**, 2023  
 (this is the date the agreement starts and you may move in)

 End date: **30th** day of **July**, 2024

☐ Periodic agreement (monthly)

Start date: \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**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

 The rent amount is (\$) **600.00**  
 (payable in advance)

 To be paid per:  
 (tick one box only)

☒ week ☐ fortnight ☐ calendar month

 Day rent is to be paid  
 (e.g. each Thursday or the 11th of each month)

 Date first rent payment due **31 / 07 / 2023**

## 7. BOND

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

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may

- email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au); or
- call the RTBA on 1300 137 164.

 Bond amount (\$) **2,600.00**

 Date bond payment due **31 / 07 / 2023**

## PART B – STANDARD TERMS

## 8. RENTAL PROVIDER'S PREFERRED METHODS OF 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.

 Payment Method : \_\_\_\_\_  
 Payment Details : \_\_\_\_\_

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## Residential Rental Agreement®



## 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)

The RENTAL PROVIDER: **Charley Petrou**

☐ Yes, at this email address: \_\_\_\_\_

☐ No.

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?  
(rental provider to tick as appropriate)

The RENTER:

☒ Yes, at this email address:

☐ No.

(The option to consent should be provided to each renter who is a party to the agreement)

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## Residential Rental Agreement®

**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: **Elise Plant**

Emergency contact phone: **0457 999 110**

Emergency contact email: **elise.plant@stockdaleleggo.com.au**

**11. PROFESSIONAL CLEANING**

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

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

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

**12. OWNERS CORPORATION**

Do owners corporation rules apply to the premises? (rental provider to tick as appropriate)

☐ YES

☒ NO

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

**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 CHECKS**

**Code 135****Residential Rental Agreement®**

- (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 2 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 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

**REIV**

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## Residential Rental Agreement®

**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 commencement of the agreement, 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 SWIMMING 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.

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## Residential Rental 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](http://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 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](http://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

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## Residential Rental Agreement®



- 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 family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a 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](http://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 a 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.



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## Residential Rental Agreement®

**27. ASSIGNMENT OR SUB-LETTING**

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.

The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

**29. ACCESS AND ENTRY**

The rental provider may enter the premises—

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

The renter must allow entry to the premises where the rental provider has followed proper procedure.

The renter is entitled to a set amount of compensation for each sales inspection.

**30. PETS**

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

**PART E - ADDITIONAL TERMS****31. ADDITIONAL TERMS (IF ANY)**

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit [consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

**31.1 Meanings in these additional terms**

**31.1.1** In these additional terms “I”, “me”, or “my”, are used to describe the rental provider and “you” or “your”, the renter. The descriptions apply even if there is more than one rental provider or renter.

**31.1.2** \*Important advice about “writing”. In these additional terms the word “writing” means all ways of



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## Residential Rental Agreement®



representing or reproducing words, figures, or symbols in a visible form, unless a form prescribed by the Residential Tenancies Act or Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter.

**31.1.3** Before you use an electronic means to send a message or document to me check clause 9.1 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 9.1 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.

**31.2 Other use of the rented premises**

**31.2.1** You must use the premises primarily as your home. If you also want to use them for some ancillary purpose – for example, as an office for your business, as a rooming house, for short term accommodation, or to provide services to clients visiting the premises, you must ask me in \*writing for permission beforehand. Before I decide I may ask you to provide reasonable information about the proposed use, including any proposed alterations to the premises, and if I give my permission, I may ask you to comply with reasonable conditions. Before the rental agreement ends you must also comply with section 64(2) of the Residential Tenancies Act. You cannot use an SMS message to ask me for my permission.

**31.2.2** Use of the rental premises primarily as a home does not include:

- the storage of flammable liquids or gases apart from in small quantities for normal domestic use,
- the service or repair of a vehicle or boat of any description except for routine minor maintenance,
- disposal on the premises, including the land, of any liquid fuels, oils, tyres, paints, or other polluting substances.

**31.3 Storage and removal of waste and rubbish**

**31.3.1** You must store rubbish and waste in appropriate containers with close fitting lids.

**31.3.2** If a place or places are provided for rubbish and waste containers you will keep them there.

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

**31.3.4** The only waste containers the Rental Tenancies Regulations require me to provide are a rubbish bin and a recycling bin which are provided by the local council, or which are vermin proof and compatible with local council collection.

**31.4 My insurance on the premises**

**31.4.1** If I provide you with a copy of my insurance policy for the rented 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.

**31.4.2** If it is found you are liable to compensate or reimburse me for damage to any part of the premises, and I recover part or all of the loss I have suffered by making a successful claim on my insurance, you will only be liable to reimburse me for that part of your liability which is not covered by the amount I recover from my insurance.

**31.4.3** My insurance policy does not cover your goods and personal belongings against theft, loss, or damage. If you wish to insure your goods and personal belongings against theft, loss, or damage it is your responsibility to do so.

**31.5 Locks (see clause 23) and alarms**

**31.5.1** Key of a lock means a device or information normally used to operate the lock.

**31.5.2** Lock means a device for securing a door or window or other part of the premises.

**31.5.3** Master key system means a set of locks in which each lock or subset of locks has a unique key, and one single key or master key can operate all the locks in the set.

**31.5.4** You may change locks at the rented premises but only if you install replacement locks that will not be capable of being operated by the keys already provided and will instead be operated by new keys. Any

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change of locks must not breach the minimum standards for locks contained in the Residential Tenancies Act and Regulations.

- 31.5.5** If the lock is keyed alike with other locks in the premises and you make a change to the keying of any of those locks, you must change all the keyed alike locks so that they can continue to be operated by one key.
- 31.5.6** If you change the locks, you must purchase the same number of keys as were supplied to you at the commencement of the tenancy and supply them to me or my managing agent at the end of the tenancy. In addition, you must give to me or my managing agent duplicates of the new key/s as soon as practicable and preferable within one business day of changing the locks.
- 31.5.7** You may change the code of an alarm at the rented premises.
- 31.5.8** If you change the code or install an alarm system you must tell me or my managing agent in \*writing of the code as soon as practicable and preferable within one business day of the change or installation. You cannot use and SMS message to tell me of the new code.
- 31.6 Defects (see clauses 25 and 26)**
- 31.6.1** When you become aware of a defect at the rented premises that may injure someone or cause damage you must, in addition to telling me or my managing agent as soon as possible, take reasonable action to avoid risk of injury to yourself or anybody else and to prevent further damage.
- 31.7 Light globes, fluorescent tubes, and LED lights**
- 31.7.1** At the commencement of the rental agreement light globes, fluorescent tubes and LED lights will be in working order. If on taking possession of the rental premises you find this to not be the case, you must notify me or my managing agent as soon as possible so that the problem may be rectified at my expense.
- 31.7.2** During the rental agreement you must replace any light globes, fluorescent tubes, starters, and LED lights that cease to function, unless it has ceased to function due to actions taken by me, my managing agent, or my contractor. The requirement for you to replace LED lights does not extend to instances where the light fitting needs to be replaced, because as with other faulty light fittings, their replacement is my responsibility.
- 31.7.3** If for whatever reason you cannot personally fulfil your obligations, you may at your expense engage a suitable contractor to complete the tasks.
- 31.8 Sewers and septic systems**
- 31.8.1** Things that may cause a blockage must not be placed into the sewerage or septic system, in addition to the toilet/s this includes drainage from the kitchen, laundry and bathroom/s. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of toilet paper, paper towel, tampons, sanitary pads, continence pads, wipes, cooking fats and oils, and food waste. This is not a complete list and has been provided as a guide only.
- 31.8.2** When you become aware to a blockage or defect in the sewerage of septic system you must tell me or my managing agent as soon as possible, preferably within 24 hours, even if you, or anyone you have allowed to come on to the rented premises, including me or my managing agent or my contractor, caused it.
- 31.8.3** If you, or anyone you have allowed to come on to the rented premises negligently or intentionally causes a blockage or defect in the sewerage or septic system 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.
- 31.9 Gutters, downpipes, and stormwater drains**
- 31.9.1** As part of your obligation under the Residential Tenancies Act to keep the rented premises reasonably clean you must, unless otherwise agreed in writing, keep the gutters, downpipes and stormwater drains free of debris and other matter to the extent that their proper functioning is not impeded. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.
- 31.9.2** If the proper functioning of the gutters, downpipes or stormwater drains is impeded due to a fault or need for repair, you must notify me or my managing agent as soon as possible. If the need for repair or replacement

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is the result of you, other occupants of the rented premises or your visitors intentionally or negligently causing damage to the rented premises or common areas I will arrange for the necessary repair or replacement, however you will be required to reimburse me for the expense.

### 31.10 Gardens and land

- 31.10.1** If under this rental agreement you are provided with, in addition to the built structures, gardens or land as part of the premises, you must unless otherwise agreed in writing, maintain them in a reasonably clean condition and free from damage apart from fair wear and tear.
- 31.10.2** These are examples of things you may need to do to care for the garden and land: mow 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; and as far as reasonably possible keep the garden free of pests and vermin. In bushfire prone areas you must take reasonable action to minimise the fuel load on the land during the fire season. This is not a complete list of things you may need to do. I have provided the examples as a guide only. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.
- 31.10.3** You must make a request in \*writing for my permission if you wish to remove any plants apart from weeds, or if you wish to change the layout of garden beds, grassed areas, paved areas and so on. The request must not be made by SMS message.
- 31.10.4** You must make a request in \*writing for my permission if you wish to plant any trees, shrubs, or vines, apart from those that form part of a vegetable or herb garden. The request must not be made by SMS message.
- 31.10.5** You must not dispose of any polluting or toxic substance on the land.

### 31.11 Mould

- 31.11.1** You should take all reasonable steps to prevent the development of mould (fungi) in the rented premises. These steps include but are not limited to; ventilating the premises by use of exhaust fans and openable windows provided, particularly if you need to dry washing inside the premises; using an appropriate household cleaner to regularly clean surfaces on which condensation forms; and preventing window furnishings, furniture and clothes being in contact with surfaces on which condensation forms.
- 31.11.2** If you see signs of mould in the premises you must notify me or my managing agent as soon as possible.
- 31.11.3** If the mould has developed due to a fault, such as a leak in the premises, or is related to the building structure I will arrange for it to be rectified and the mould treated. In the meantime, you should take all reasonable steps to avoid exposure to the mould.

### 31.12 You cannot use your bond to pay rent

- 31.12.1** You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent for the premises on the ground you intend to regard the bond as rent paid and it allows VCAT to impose a penalty if satisfied a breach of the bond requirements has occurred.

### 31.13 'To Let', 'Auction', 'For Sale' etc signs at the rented premises

- 31.13.1** You will allow me, or my managing agent, to put up a sign on the rented premises during the final month of the rental agreement indicating the premises will be available for renting. The sign will be positioned so as not to interfere with your use of the rented premises.
- 31.13.2** You will allow me or my estate agent to put up a sign on the premises at any time indicating that it is available to be purchased. The sign will be positioned so as not to interfere with your use of the rented premises.

### 31.14 Assigning, subletting, or abandoning the rented premises (see clause 27)

- 31.14.1** If during the period of the rental agreement the people in occupation of the rented premises are to change you must notify or my managing agent as soon as possible after you become aware the change is to happen, or has happened, preferably within 24 hours and ask me or my managing agent in \*writing for permission to assign your rental agreement or sub-let the rental premises. Neither I nor my managing agent will unreasonably withhold permission. You cannot use an SMS message to ask me or my managing agent for permission.

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- 31.14.2** If the rental agreement is assigned to a new renter or combination of renters, even if some are continuing, I may require you to reimburse me for my reasonable expenses incurred due to the assignment. These expenses will be calculated according to the following formula:
- 
- 

- 31.14.3** If you assign or sublet the rental premises without obtaining written permission beforehand and I terminate your rental agreement, or if you abandon the rental premises, I may ask you to reimburse me for expenses I incur in reletting. If I do this the expenses will be calculated according to the following formula:
- 
- 

- 31.14.4** My managing agent cannot require payment from you, however they can on my behalf require you to reimburse me for expenses I incur.

**31.15 Leaving the premises at the end of the fixed term (see clause 5)**

- 31.15.1** If you intend to leave the rental premises at the end of the fixed term on this agreement you need to tell me or my managing agent about your intention at least 28 days before the fixed term comes to an end, or 14 days before the fixed term comes to an end if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.
- 31.15.2** You must tell me or my managing agent about your intention to leave in \*writing by giving notice in a form which is not an SMS message.
- 31.15.3** You must return all the keys and any key cards and remote controls to me or my managing agent when you leave the rented premises.
- 31.15.4** You must continue to pay rent to me or my managing agent until the end of the fixed term; or to and including the day on which you return all the keys, key cards and remote controls to me or my managing agent if it is after the end of the fixed term. If, with your agreement, the premises are relet from a date before the end of fixed term and you return the keys etc before that date you will only be required to pay rent to and including the day before the new rental agreement commences.

**31.16 Leaving the premises after the fixed term ends**

- 31.16.1** If you remain in occupation of the rental premises after the fixed term of this agreement ends and you do not enter into a new fixed term agreement with me, you must tell me or my managing agent of your intention to leave specifying a date not less than 28 days after the date you tell me or my managing agent, or 14 days if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.
- 31.16.2** You must tell me, or my managing agent, about your intention to leave in \*writing in a form that is not an SMS message.

**31.17 Receipt of condition report /statement of rights and duties**

- 31.17.1** You acknowledge, before you took occupation of the rented premises, you received from me or my managing agent:
- two copies of a condition report signed by me or my managing agent, and
  - a written guide "Renting a home: a guide for tenants" as authorised and published by the Victorian government setting out my rights and duties as a rental provider and your rights and duties as a renter. If you consented to receiving notices electronically this guide may be provided to you electronically.

**31.18 Rental provider's signature**

- 31.18.1** I may authorise my managing agent to sign this rental agreement on my behalf. In the event you and I (or my managing agent acting on my behalf) have agreed that you will rent the rented premises on the terms set out in this document or we have conducted ourselves in such a way as to imply that this was the case, the terms

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of this rental agreement will be binding even if, through an oversight, a party has neglected to sign it. The Residential Tenancies Act 1997 provides the following definition of a residential rental agreement in section 5:

"residential rental agreement means an agreement, whether or not in writing and whether express or implied, under which a person lets premises as a residence (but does not include an SDA residency agreement) and includes a fixed term residential rental agreement and a periodic residential rental agreement;"  
SDA means Specialist Disability Accommodation.

**31.19 Modifications (see clause 22)**

- 31.19.1** If you make any modification that does not require my consent you must notify me that you intend to make that modification along with a description of the modification at least 48 hours before making the modification.
- 31.19.2** If you intend to install non-permanent window film for insulation, reduced heat transfer or privacy or install security lights, alarm systems or security cameras, I may require you to engage a suitably qualified person to carry out the work.
- 31.19.3** If you intend to replace curtains you must inform me of where and the manner in which you intend to store the original curtains.

**31.20 Rent Increases**

The rent amount will increase to (\$) \_\_\_\_\_ calculated as:

☐ %

☐ CPI

☐ Other \_\_\_\_\_

The date the first payment at the increased rate is due is \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

Pay period: ☐ Weekly ☐ Fortnightly ☐ Monthly

The day rent is to be paid : \_\_\_\_\_

(e.g. each Thursday or the 11th of each month)

**31.21 Urgent Repairs**

The agent **can** / ~~cannot~~ authorise urgent repairs (strike out inapplicable)

If the agent can authorise repairs, the maximum amount for repairs which the agent can authorise is (\$) **2,500.00**

Emergency facsimile: 0457 999 110

**Additional Items****36) Oil Trays**

The renter hereby agrees to and acknowledges to provide a suitable oil tray to be placed underneath the chassis of his/her car while parked on the premises. If the car is leaking fluid and that any stains on the premises from car(s) leaking fluid(s) will be removed upon request by the RRP(s) or their agent(s).

**37) Lawn Maintenance**

The renter hereby agrees to and acknowledges to maintaining the lawns and gardens of the property in a responsible and satisfactory condition. This also includes mowing of lawns and watering of plants as per water restrictions. In the event that they are not maintained by the renter the RRP will have the right to employ a gardener to maintain the premises herein at the tenant expense.

Unless your lease provides that gardens will be the RRP's responsibility, you must keep gardens and lawns weeded and in good repair (this includes trees and shrubs). Lawns should be mowed and gardens weeded once per fortnight in summer and every three to four weeks in the middle of winter. Renter's must adhere to council water restrictions in regards to watering gardens and lawns. Take care not to store equipment, boxes or rubbish in the yard as it kills the lawn and encourages pests.



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**38) Routine Inspections**

The renter agrees to a routine inspection 3 months after collecting keys and beginning tenancy and six monthly thereafter. At these inspections, if anything is required to be rectified by the renter, the renter's will be notified in writing and given a nominated time frame to rectify the issues.

You will be advised of these inspections at least 7 days prior in writing. You are not required to be present at these inspections. We have a key to your property and will do the inspection in your absence.

**39) Rental Payments**

The tenant agrees that all rental payments will be made weekly / fortnightly / monthly and kept in advance at all times. If for any reason should the tenant(s) find themselves unable to pay rent or in a financial hardship situation, it is their responsibility to contact the Property Manager and make definite alternative arrangements for payments. Once made these arrangements are to be strictly adhered to.

Tenant arrears are monitored weekly by the Property Managers and the tenant acknowledges that any delay in rental payments shows on their tenancy history & will affect the tenant (s) chances of obtaining financial loans or other rental properties in the future.

**40) Maintenance**

The renter agrees that at no time and under no circumstances will rent be withheld by the tenant due to malfunction or damage to any appliance or part of the rented premises. Such malfunctions or damage are to be reported to Stockdale & Leggo (Latrobe Valley) Pty Ltd so that they can be remedied.

Any costs incurred by the renter(s) for organizing to rectify damages are at their own cost and will not be refunded by the agent or RRP. Exceptions to this include work that has been previously authorized by the agent, or if it is deemed as an urgent repair as determined by the Residential Tenancies Act (1997).

**41) Phone Numbers & Email Address's**

The renter agrees to notify the agent of any new and altered private/business telephone numbers and email addresses. This also includes changes in occupation.

**42) Change of Tenancy**

The renter agrees and understands that should any party vacate the said premises during this tenancy then the party(s) remaining in occupation of the said property shall be solely responsible for the payment of rent in full. In the event of this change in tenancy occurring all tenant(s) must advise the agent in writing, providing full signatures

**43) Break Lease**

The renter hereby agrees to and acknowledges that should he/she vacate the premises prior to the expiration of the lease the following applies:

- (a) The renter agrees to pay all rental payments and maintain the property internally and externally, until a suitable renter is approved and takes possession of the property or until the lease expires, whichever occurs first as per the Residential Tenancies Act.
- (b) The renter agrees to pay the re-letting fee / break lease fee, which will be a total of two weeks rent plus G.S.T.
- (c) The renter agrees that if a suitable tenant is not found prior to your lease expiration, it is the tenants legal responsibility to give our office 28 days written notice of your intention to vacate, either coinciding with your lease expiration date or after.

**44) Ingoing Condition Report**

The tenant agrees that the condition report provided at the commencement of the tenancy must be signed and returned to the agent within three (3) business days after entering into tenancy of the premises.

If the condition report is not returned, the copy held by the agent will be accepted as conclusive evidence of the state of repair or the general condition of the rented premises, as at the commencement of this tenancy.

**45) Insurance**

The renter agrees and acknowledges that it is NOT the RRP's responsibility to insure your possessions. The RRP's insurance policy covers only the building plus any fixtures and fittings. With the ever-increasing incidence of burglary and theft, it is strongly recommended that you take out contents and liability insurance cover.

**46) Car Parking**

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The renter agrees and acknowledges parking in and or driving motor vehicles in areas provided by the home. The renter also agrees and acknowledges that any damaged caused to lawns, nature strips or gardens by such a vehicle will be their sole responsibility.

Vehicles must not be parked on either the footpath or the lawns and are to be parked on the driveway or in the designated parking space (eg garage).

In Body Corporate situations, there is only provision for one vehicle, and visitors should park in the visitors' car park.

Unregistered vehicles should not be kept at your property unless they are properly garaged, fully assembled and the only vehicles owned by you, unless written permission is granted by the RRP.

#### 47) Lock Changes

The renter agrees to the supply to the Real Estate office a key to any new locks fitted to the premises after commencement of the tenancy. The renter acknowledges that such locks can be fitted without prior consent of the RRP. The renter acknowledges that whilst all due care and attention has been taken, the RRP cannot guarantee that all keys to the property were returned by previous occupants.

#### 48) Carpet Cleaning

The renter agrees that should the carpets have been professionally steam cleaned prior to their current tenancy, the renter must have the carpets professionally steam-cleaned upon vacating the property and provide the agent with a receipt for such work. The cleanliness of the carpet as stated on the condition report at the commencement of the tenancy will be taken into consideration.

Supermarket 'do it yourself' steam-cleaners will not be accepted. If the work is not carried out by a professional steam cleaning with an ABN, the renter agrees to the agent having this done and the cost being deducted from the bond.

#### 49) Smoking

The renter agrees neither to smoke in or on the premises nor to allow their invited guests to do so. If the renter damages any of the property and its contents, being curtains or carpets and walls/ceilings by smoking in the premises or by smoking outside and allowing the smoke to drift inside, the renter will be responsible for cleaning whether it be by themselves or professionally plus painting and replacing of items if necessary.

#### 50) Tenancy Transfer

The renter agrees that if they wish to transfer off the current lease or add another tenant to the existing lease, the incoming tenant's application will have to be approved by the RRP and they will be required to provide us with the following:

- A fully completed application form with 100 points of ID and income statements attached
- Tenancy Transfer Form
- Bond Transfer Form and
- Pay a transfer Fee of \$100

If all of the above is not received, the transfer will not be completed and the lease will remain in the current renter's name only. Any discrepancies will be recorded against the person who is originally listed on the lease.

#### 51) Relationship Breakdown

If Applicable, the renter agrees that in the event of a relationship breakdown or dispute between parties to a tenancy, Stockdale & Leggo Latrobe Valley will NOT intervene or mediate between the parties.

The renter also agrees that, the property manager will not become involved in disputes between neighbours and is not responsible for any renter's behavior's or actions. The property manager is not obliged to take action when a neighbour or renter makes complaint about another renter or neighbour.

#### 52) Receiving Keys

The renter agrees that if there is a problem with the keys that you have been provided with at the beginning of your tenancy, then you are required to advise us within 48 hours of handover. Otherwise, the replacement or repair of locks will be at your cost.

#### 53) Noise/Nuisance

Under Section 102 (RTA Act), noise must be kept within the legal limits, particularly between the hours of 11pm and 8am. This is of special note to renters in townhouses or unit complexes where noise at all times must be controlled.

All renters are entitled to reasonable peace, comfort and privacy, and must be able to make full use of their

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property; this is called quiet enjoyment.

**54) Rubbish Bins**

The renter agrees that if any of their bins require repairs, if their bin appears missing, they need to contact their property manager ASAP, who will then contact the Latrobe City Council.

**55) Consumer Affairs Renting Guide Website**

The renter(s) hereby acknowledges and agrees that they have been provided with a link for the 'Renting A Home Guide For Tenants' published and printed by Consumer Affairs Victoria by Stockdale & Leggo Latrobe Valley Pty Ltd.

The link for this guide is; [consumer.vic.gov.au/rentingguide](https://consumer.vic.gov.au/rentingguide)

To find out more about changes to Renting a Home, you can also visit the below link; [consumer.vic.gov.au/rentinglawchanges](https://consumer.vic.gov.au/rentinglawchanges)

**56) Emergency Contact**

The renter hereby acknowledges and agrees that they have received the Emergency After Hours Contact Number for Stockdale & Leggo Traralgon - 03 5174 1833. Outside of business hours, this number will divert to your property manager.

**57) Rights & Duties, Condition Report & Tenancy Agreement**

The renter hereby acknowledges that they have received a copy of a statement of Rights and Duties and two copies of the Condition Report at the initial signing, please find a copy of this Rental Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

**Special Conditions:**

1. The property will be removed from the Sales Market as of 31.07.2023. Should the Rental Provider reconsider listing, they will discuss the sale of the property with the property manager and renter prior to doing so. The Rental Provider will not be relisting the property for sale for a minimum of 11 months.

2. The Rental Provider approves the renter to level a section of the backyard at the renter's own cost.

**Note:** If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.



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32. SIGNATURES

This agreement is made under the Act.  
Before signing you must read **Part D — Rights and Obligations** in this form which outlines your rights and obligations.

RENTAL PROVIDER

Name: Charley Petrou Sign: 

Signed by:  
Charley Petrou  
98a345b72875

 Dated: 31/07/2023

RENTER

Name: [REDACTED] Sign: 

Signed by:  
[REDACTED]  
43169eade0784

 Dated: 30/07/2023

**Note:** Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page

REIV

LAND INFORMATION CERTIFICATE

In accordance with Section 229 of The Local Government Act 1989



LANDATA  
DX 250639  
MELBOURNE VIC

Latrobe City ABN 92 472 314 133  
TTY (NRS) 133 677  
AUSDOC DX2 17733 Morwell  
PO Box 264 MORWELL 3840  
latrobe@latrobe.vic.gov.au

1300 367 700 LATROBE.VIC.GOV.AU

Assessment Number: 68875-4  
Applicant's Reference: 77033745-016-7  
Issue Date : 11-Jun-2025  
Property Address: 15 Notting Hill  
TRARALGON VIC 3844  
Property Description: L 2 PS 549883  
Property Title: CT-10969/282  
AVPCC: 110 Detached Home  
Area: 838M2  
Ward: Tyers  
Owner: Ms C G Askew

Statement of Rates & Charges for the Year Ending 30-Jun-2025 are payable in full by 15-Feb-2025. Interest will be charged if not paid in by this date. If paying by instalments, interest will be charged on each instalment not paid by the due date.

PLEASE NOTE:

- This certificate application is valid for a period of 3 months from issue date and no confirmation or variations will be given after this expiration. For settlement purposes another certificate should be obtained after the expiry date 09-Sep-2025.
- Confirmation and variations will only be provided in writing. You must contact the Rates Team via email [proprates@latrobe.vic.gov.au](mailto:proprates@latrobe.vic.gov.au) no earlier than 5 business days but no later than 1 business day prior to settlement of this property.
- Latrobe City Council will not be held responsible for information provided verbally.
- Outstanding rates and charges for this account must be paid in full at settlement.
- If this account shows a credit balance, you must submit a copy of the Statement of Adjustments to Latrobe City Council upon settlement.

Rates & Charges:

Arrears Legal Fees	\$	0.00
Other Arrears B/forward	\$	0.00
General Rates	\$	2,142.50
Garbage Charge	\$	394.00
Municipal Charge	\$	153.00
Fire Service Property Levy	\$	194.65
Current Interest	\$	0.00
Rebates	\$	0.00
Arrears Interest	\$	0.00
Special Rates & Charges	\$	0.00
Legal Fees	\$	0.00
Less Cash Paid	\$	-2,884.15

Total Amount Due \$ 0.00

Please note that amounts showing on this certificate are for the 2024/25 Rates and Charges. Rates and charges for the 2025/26 financial year have not been generated at this stage. Please contact the Rates Department after 3<sup>rd</sup> July 2025 for an update prior to settlement via email [proprates@latrobe.vic.gov.au](mailto:proprates@latrobe.vic.gov.au)

**Assessment Number:** 68875-4  
**Applicants' Ref.:** 77033745-016-7  
**Date:** 11-Jun-2025  
**Property Address:** 15 Notting Hill  
TRARALGON VIC 3844

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**Property Valuations:**

Description		Values	Level of Value Date	Operational Date
CAPITAL IMPROVED VALUE	\$	720,000	01-Jan-2024	01-Jul-2024
SITE VALUE	\$	265,000	01-Jan-2024	
NET ANNUAL VALUE	\$	36,000	01-Jan-2024	

**OTHER INFORMATION:**

1. There ARE NO notices or orders on the land that have been served by Latrobe City Council under the Local Government Act 2020, Local Government Act 1989, Local Government Act 1958, or under a local law of the Council, which have a continuing application at the date of the Certificate, details being (if any):
2. There IS NO money owed for works under the Local Government Act 2020, the Local Government Act 1989 or the Local Government Act 1958.
3. There IS NO potential liability for rates in relation to the land under the Cultural and Recreational Lands Act 1963.
4. There IS NO potential liability for the land to become rateable under section 173 or 174A of the Local Government Act 1989.
5. There IS NO money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.
6. There IS NO outstanding amount required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
7. There IS NO money owed under section 119 of the Local Government Act 2020.
8. There IS NO environmental upgrade charge in relation to the land which is owed under section 181C of the Local Government Act 1989.
9. There ARE NO health notices or orders issued by Latrobe City Council associated with this property.

**PLEASE NOTE:**

This certificate provides information regarding Valuation, Rates, Charges, other money owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council.

This certificate **is not required** to include information regarding Planning, Building, Health, Land Fill, Land Slip, Flooding information or Service Easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

I hereby certify that as at the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the Latrobe City Council together with any Notices pursuant to the Local Government Act 2020, Local Government Act 1989, local laws or any other legislation.

**Authorised Officer**

**Biller Code: 6072**  
**Ref: 688754**

**Pay 24 hours a day by phone or internet, direct from your bank account.**



55 Hazelwood Rd  
PO Box 348  
Traralgon Vic 3844

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

## INFORMATION STATEMENT

Email: [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au)  
[www.gippswater.com.au](http://www.gippswater.com.au)  
ABN : 75 830 750 413

10 June 2025

**Your Reference :**  
**Our Reference:**

77033745-029-7  
00163807-04

Landata

Secure Electronic Registries Vic (SERV) Locked Bag  
MELBOURNE VIC 3001

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

**Applicant:** Landata  
**Property Address:** 15 Notting Hill Traralgon Vic 3844  
**Information Statement No:** 165704

Please find enclosed:

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

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

Online updates are available, please visit our website [www.gippswater.com.au](http://www.gippswater.com.au) to register for our Solicitor Updates Online service.

Yours sincerely

Nigel Gerreyn  
**MANAGER PROPERTY SERVICES**



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

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### Section 158 Statement

(Water Act 1989)

<b>Date of Issue:</b>	10/06/2025	<b>Your Reference :</b>	77033745-029-7
<b>Information Statement No:</b>	165704	<b>Our Reference:</b>	00163807-04
<b>Property Address:</b>	15 Notting Hill Traralgon Vic 3844		
<b>Property Details:</b>	Vol 10969 Folio 282 Lot 2 Plan PS549883		
<b>Settlement Date:</b>	30/06/2025		

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

- ⇒ \*\*\*\*\* The Gippsland Water Property Information team would like to inform you that all Tariff Charges detailed in this Information Statement are for the period ending 30 June 2025. Tariff Charges for the financial period 1 July 2025 to 30 June 2026 are currently awaiting approval by the Essential Services Commission. If settlement occurs after 30 June 2025, all applicants are requested to contact Gippsland Water to obtain an updated payout figure prior to settlement. If an update is not sought for a settlement occurring after 30 June 2025, then any subsequent charges will be transferred to the Purchaser at settlement. \*\*\*\*\*
- ⇒ This property has a tenant registered, if the tenant is vacating at settlement please advise Gippsland Water no less than two (2) working days prior to settlement to enable a final water meter reading to be scheduled.

#### Protection of Gippsland Water Assets:

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

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

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

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



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[www.gippswater.com.au](http://www.gippswater.com.au)  
ABN : 75 830 750 413

### Financial Statement

**Date of Issue:** 10/06/2025 **Your Reference :** 77033745-029-7  
**Information Statement No:** 165704 **Our Reference:** 00163807-04

**Property Address:** 15 Notting Hill Traralgon Vic 3844  
**Property Details:** Vol 10969 Folio 282 Lot 2 Plan PS549883  
**Settlement Date:** 30/06/2025

**Gippsland Water billing periods: 01 Jul to 31 Oct, 01 Nov to 28 Feb and 01 Mar to 30 June**

Charges levied for billing period: 01 Mar to 30 Jun

#### Financial Information:

Brought Forward Balance	0.00
Sewer Scheme Charges	0.00

#### Adjustable Charges:

Water Service Charges	63.66
Wastewater Service Charges	292.52
Fire Service Charges	0.00
Commercial Trade Waste Charges	0.00

#### Non Adjustable Charges:

Wastewater Volumetric Charges	0.00
Notional / Usage Charges	0.00
Miscellaneous / Adjustments / Credits	-356.18
Interest	0.00

<b>Total Outstanding</b>	<b>0.00</b>
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(Please note: CR denotes a credit)



**Billers Code: 3475**  
**REF: 3680 0000 1638 0704 9**  
Pay by savings or credit card

Gippsland Water Authorised Officer:

Date: 10 June 2025



Solicitors  
**Updates Online**  
Tool

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

**REGISTER TODAY**

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



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ABN : 75 830 750 413

### Important Information

**Gippsland Water bill period:**

Gippsland Water bills three times per year, for billing periods: 01/07 to 31/10, 01/11 to 28/02 and 01/03 to 30/06.

**Gippsland Water tariffs:**

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

**Adjustable and non adjustable charges:**

Charges listed under the adjustable charges section are fixed service charges that are applicable to the property e.g. water availability charges. Charges listed under the non adjustable section are applicable to the customer e.g. notional/usage charges, these charges do not need to be adjusted. Interest may continue to accrue after this statement has been generated.

Do not adjust on any credit balances as any credit remaining after settlement will remain with the vendor.

**Payment of Gippsland Water accounts:**

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

**Financial updates:**

It is important to obtain a financial update within 10 days of settlement. Balances may change throughout the bill period and any unpaid charges may be transferred to the purchaser at settlement. Updates can be obtained online through the solicitor updates online

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

**Notice of property transfer:**

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

**Validity of the Information Statement:**

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

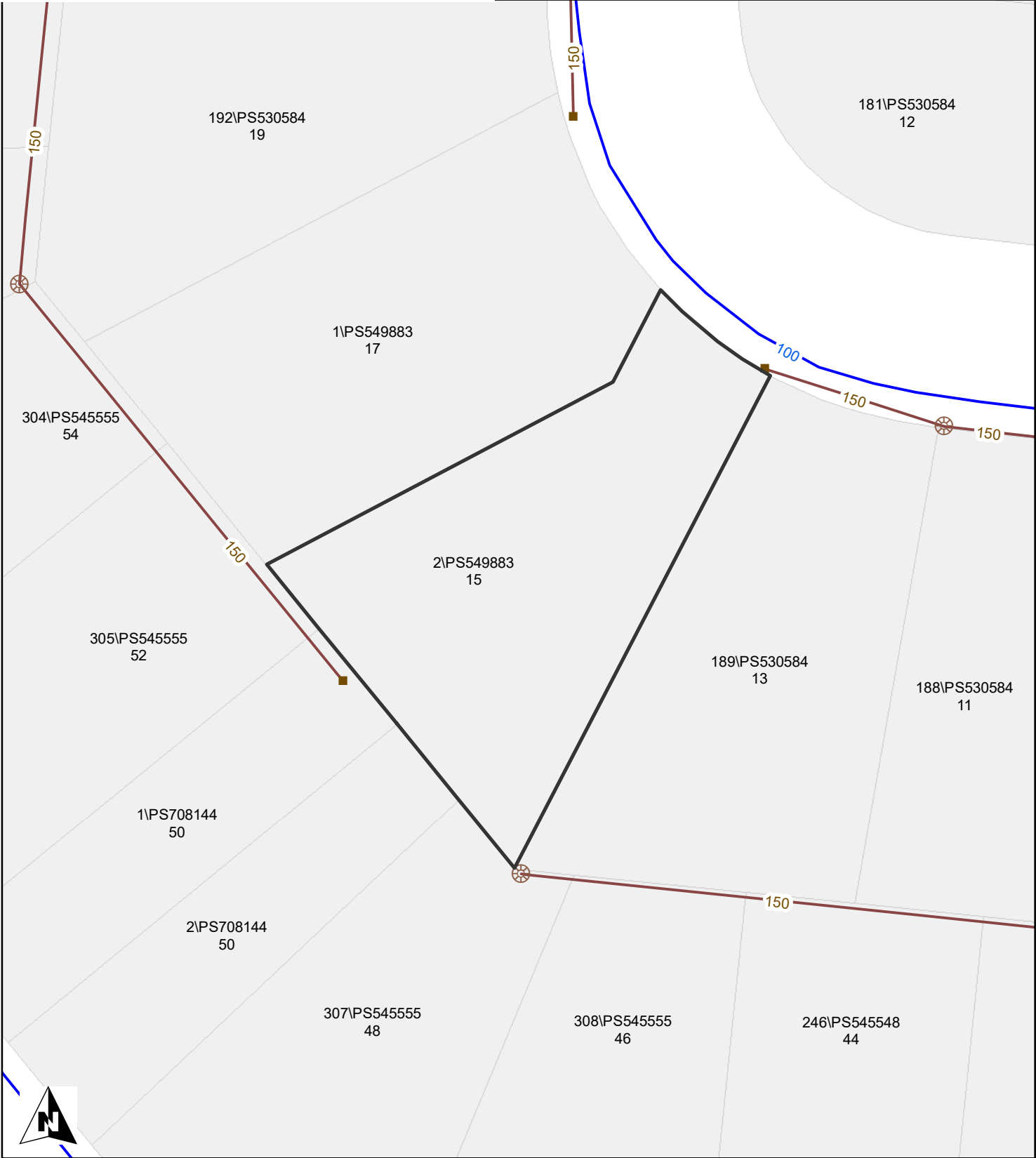
**Automatic eBilling Registration for new customers**

Gippsland Water will automatically register our customers for electronic billing upon the creation of their account. Customers can switch to receiving paper bills by post at any time. Refer to our eBilling terms and conditions for more information: [www.gippswater.com.au/digital-billing-terms-conditions](http://www.gippswater.com.au/digital-billing-terms-conditions). We will not disclose personal information to any external parties without consent, unless required or authorised by law. Refer to our privacy policy which sets out how and why we collect, use and disclose your personal information:

[www.gippswater.com.au/legal/privacy-policy](http://www.gippswater.com.au/legal/privacy-policy)

You can request a printed version of the eBilling Terms and Conditions and/or Privacy by emailing us at [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au) or call us on 1800 050 500.





## Gippsland Water Asset Plan

**15 Notting Hill Traralgon**  
**Information Statement No:** 165704  
**Date Issued:** 10/06/2025



### 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 information. Any persons using this information should make their own site investigation and accommodate their works accordingly.