

SECTION 32 **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Daniel Van Den Broek and Alysha Joyce Van Den Broek
----------------	---

Property:	21 Mainstone St, Drouin VIC 3818
------------------	----------------------------------



VENDORS REPRESENTATIVE

Victorian Statewide Conveyancing Pty Ltd
PO Box 32, Narre Warren VIC 3805
Tel: 87905488
Fax: 87949072

Email: info@victorianstatewide.com.au

Ref: TG:20260362

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider	Amount (& interest if any)	Period
Baw Baw Shire Council	\$2564.00	Per annum
Gippsland Water	\$1447.72	Per annum
South East Water	\$68.60	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

None to the vendors knowledge

Their total does not exceed \$4800.00 per annum

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b)The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable

Commercial and Industrial Property Tax

1. The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes ☐ No ☒

2. The AVPCC number is;
3. The Entry Date of the land was;

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -

Not Applicable

- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Not Applicable

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Baw Baw Shire Council Planning Scheme

Responsible Authority: Baw Baw Shire Council

Zoning: Urban Growth Zone – Schedule 2

Planning Overlay/s: DCPO – Development Contributions Plan Overlay – Schedule 1

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- Apart from any matters disclosed in the attached certificates, none to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

32E **BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

Is contained in the attached Certificate/s.

32F **OWNERS CORPORATION**

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H **SERVICES**

Service	Status
Electricity supply	Not Connected
Gas supply	Not Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I **TITLE**

Attached are the following documents concerning Title:

1. Register Search Statement Volume 12320 Folio 380
2. Plan of Subdivision 838157
3. Covenant AU664678
4. Agreement AT738543H
5. Agreement AT914101M
6. Agreement AU004415D

DATE OF THIS STATEMENT

19 / 02 /20 26

Name of the Vendor

Daniel Van Den Broek and Alysha Joyce Van Den Broek

Signature/s of the Vendor

DocuSigned by:
x Daniel Van Den Broek
29A425294D134BB...

Signed by:
Alysha Van Den Broek
29A425294D134BB...

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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

VOLUME 12320 FOLIO 380

Security no : 124132168863V
Produced 16/02/2026 08:47 AM

LAND DESCRIPTION

Lot 217 on Plan of Subdivision 838157S.
PARENT TITLE Volume 12300 Folio 213
Created by instrument PS838157S 23/07/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
DANIEL VAN DEN BROEK
ALYSHA JOYCE VAN DEN BROEK both of 373-375 HEATHERTON ROAD NARRE WARREN
NORTH VIC 3804
AU664678J 06/08/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU664679G 06/08/2021
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT AU664678J 06/08/2021
Expiry Date 31/12/2030

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

AGREEMENT Section 173 Planning and Environment Act 1987
AT738543H 30/10/2020

AGREEMENT Section 173 Planning and Environment Act 1987
AT914101M 29/12/2020

AGREEMENT Section 173 Planning and Environment Act 1987
AU004415D 01/02/2021

DIAGRAM LOCATION

SEE PS838157S 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: 21 MAINSTONE STREET DROUIN VIC 3818

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 12/08/2021

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS838157S
Number of Pages (excluding this cover sheet)	5
Document Assembled	16/02/2026 08:50

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PLAN OF SUBDIVISION		EDITION 1	PS 838157 S	
LOCATION OF LAND PARISH: Drouin West TOWNSHIP: SECTION: CROWN ALLOTMENT: 53 (PT) CROWN PORTION: TITLE REFERENCE: Vol. 12300 Fol. 213 LAST PLAN REFERENCE: Lot C PS 829824 E POSTAL ADDRESS: 175 McGlone Road, Drouin 3818 (at time of subdivision) MGA CO-ORDINATES: E: 396 970 ZONE: 55 (of approx centre of land in plan) N: 5 782 590 GDA 2020		Council Name: Baw Baw Shire Council Council Reference Number: PSB0046/20 Planning Permit Reference: PLA0382/16 SPEAR Reference Number: S159892T Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification Digitally signed by: Marni Rotteveel for Baw Baw Shire Council on 04/02/2021 Statement of Compliance issued: 20/07/2021 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON		Area of land in plan: 2.310ha Comprising of - 30 Lots: 1.595ha 1 Road Reserve: 7152m² Other Purpose of Plan 1. Removal of part of the Easement shown as E-1 on PS 829824E, being a Pipeline or Ancillary Purposes Easement in favour of Central Gippsland Water Corporation created in PS 842192R 2. Removal of part of the Easement shown as E-3 on PS 829824E, being a Pipeline or Ancillary Purposes Easement in favour of Central Gippsland Water Corporation created in PS 842192R 3. Removal of part of the Easement shown as E-3 on PS 829824E, being a Drainage Easement in favour of Baw Baw Shire Council created in PS 842192R Grounds for Removal Schedule 5 Clause 14 of the Road Management Act 2004.	
Road R-1	Baw Baw Shire Council			
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. PLA0382/16 This survey has been connected to permanent marks No(s). 55, 160, 187, 188, 236, 237, 295 & 296 In Proclaimed Survey Area No. -- Lot numbers 1 to 201 (both inclusive) have been omitted from this plan				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-2 & E-4	Pipeline or Ancillary Purposes	See Plan	PS 842192R Sec 136 Water Act 1989	Central Gippsland Region Water Corporation
E-2	Drainage	3	PS 842192R	Baw Baw Shire Council
E-3 & E-4	Drainage	See Plan	This Plan	Baw Baw Shire Council
NOBELIUS LAND SURVEYORS  P.O. BOX 461 PAKENHAM 3810 Ph 03 5941 4112 mail@nobelius.com.au		SURVEYORS FILE REF: 17601-S2 Digitally signed by: Benjamin Stephen Nobelius, Licensed Surveyor, Surveyor's Plan Version (Version A), 19/06/2020. SPEAR Ref: S159892T		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 5 PLAN REGISTERED TIME: 11:15 AM DATE: 23/07/2021 L.D.Rozario Assistant Registrar of Titles

PS 838157 S

McGLONE ROAD

7°15'50" 221.68

97°52'20" 120.30

SEE SHEET 3

SEE SHEET 4

SEE SHEET 5

187°15'50" 104.86

(48.50)
277°15'50"

7°15'50" 3.40

277°15'50" (81.01)

155°17' 689.32
A9197 R110

181°30' 43.88

(42.50)
277°54'20"

MGA2020
ZONE 55

NOBELIUS LAND SURVEYORS



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PAKENHAM 3810
Ph 03 5941 4112
mail@nobelius.com.au

SCALE
1:750

7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

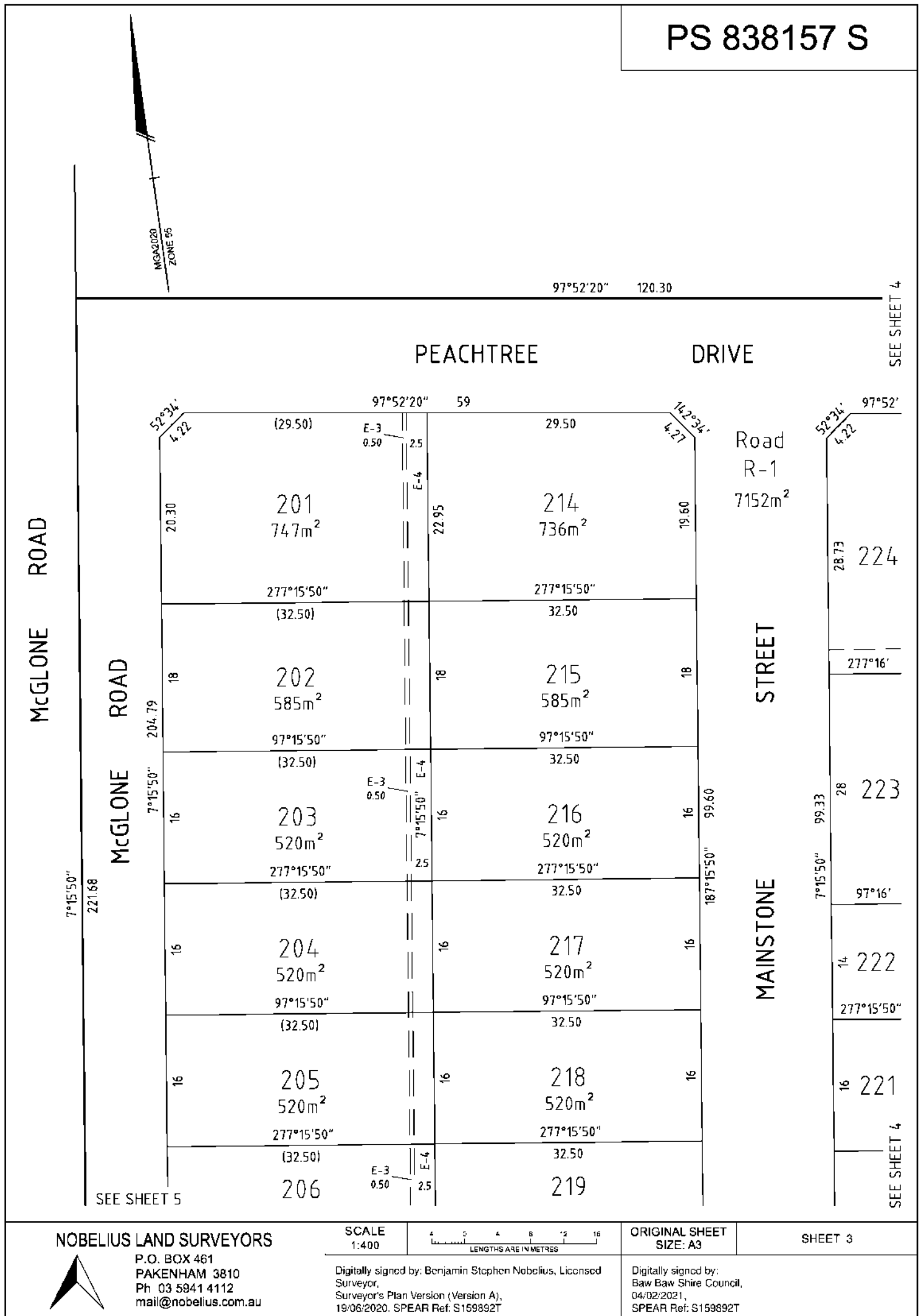
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SHEET 2

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Baw Baw Shire Council,
04/02/2021,
SPEAR Ref: S159892T

PS 838157 S

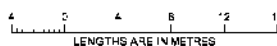


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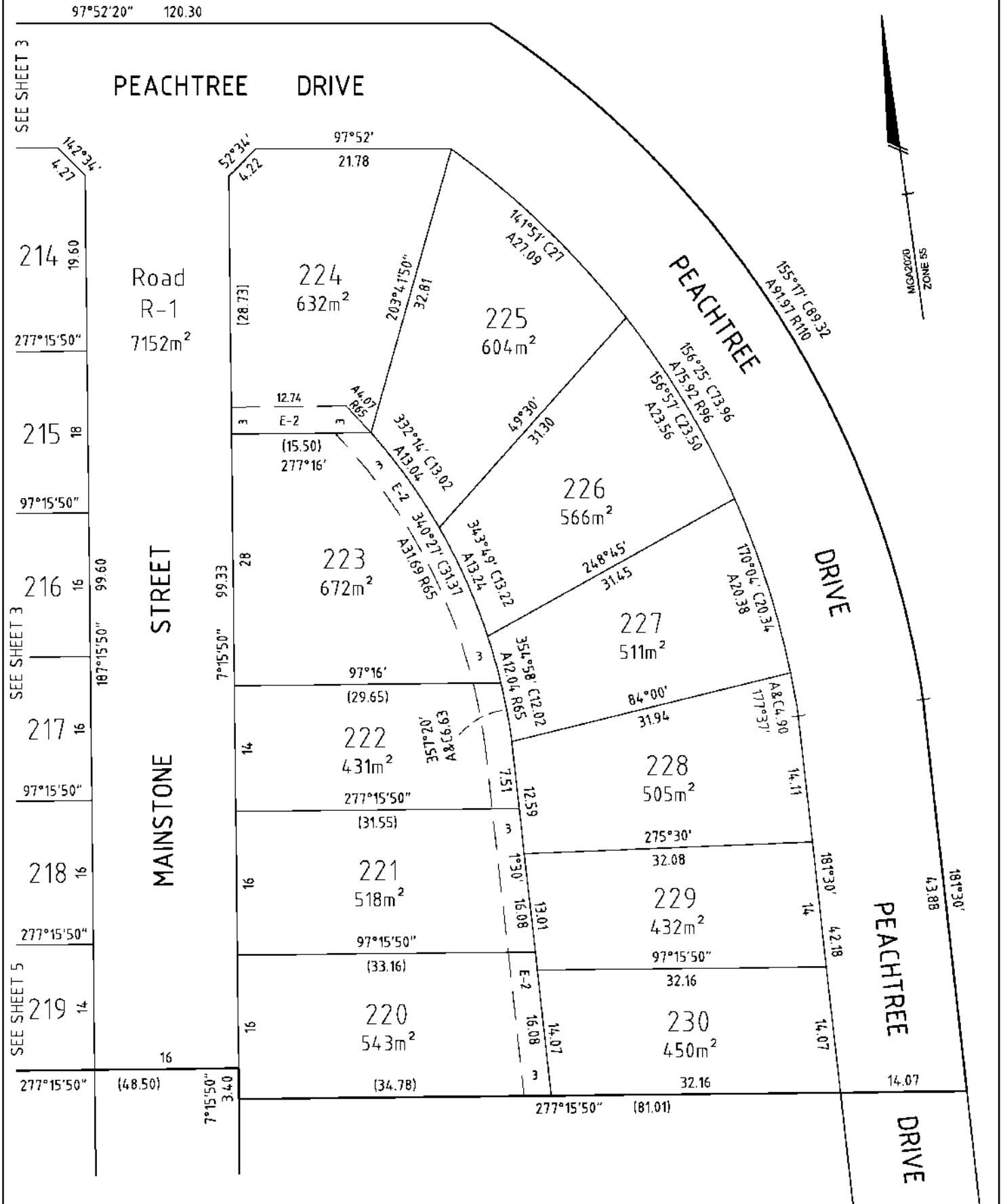
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SHEET 3

Digitally signed by:
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04/02/2021,
SPEAR Ref: S159892T

PS 838157 S

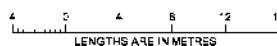


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 Surveyor's Plan Version (Version A),
 19/06/2020. SPEAR Ref: S159892T

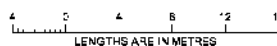
ORIGINAL SHEET
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SHEET 4

Digitally signed by:
 Baw Baw Shire Council,
 04/02/2021,
 SPEAR Ref: S159892T



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SHEET 5



Department of Transport and Planning

Electronic Instrument Statement

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Produced 16/02/2026 02:33:43 PM

Status	Registered	Dealing Number	AU664678J
Date and Time Lodged	06/08/2021 02:07:16 PM		

Lodger Details

Lodger Code	16165A
Name	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

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Land Title Reference

12320/380

Transferor(s)

Name	SEEBO PROPERTIES PTY LTD
ACN	621482022

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 255000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	DANIEL
Family Name	VAN DEN BROEK
Address	
Street Number	373
To Street Number	375



Department of Transport and Planning

Electronic Instrument Statement

Street Name	HEATHERTON
Street Type	ROAD
Locality	NARRE WARREN NORTH
State	VIC
Postcode	3804

Given Name(s)	ALYSHA JOYCE
Family Name	VAN DEN BROEK
Address	
Street Number	373
To Street Number	375
Street Name	HEATHERTON
Street Type	ROAD
Locality	NARRE WARREN NORTH
State	VIC
Postcode	3804

Covenants

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

Burdened land	the Land
Benefited land	MCP: AA7423
Restrictive covenant	MCP: AA7423
Expiry Date	

Duty Transaction ID

5179345

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

Execution

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

Executed on behalf of	SEEBO PROPERTIES PTY LTD
Signer Name	MEREDITH NORMA SEEBECK
Signer Organisation	SLC LAW PTY LTD
Signer Role	LAW PRACTICE
Execution Date	03 AUGUST 2021



Department of Transport and Planning

Electronic Instrument Statement

Execution

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

Executed on	DANIEL VAN DEN BROEK
behalf of	ALYSHA JOYCE VAN DEN BROEK
Signer Name	PETER GAJANOVIC
Signer	VICTORIAN STATEWIDE CONVEYANCING
Organisation	PTY LTD
Signer Role	LICENSED CONVEYANCER
Execution Date	05 AUGUST 2021

File Notes:

NIL

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Statement End.



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Status	Registered	Dealing Number	AT914101M
Date and Time Lodged	29/12/2020 12:51:52 PM		

Lodger Details

Lodger Code	19208S
Name	HWL EBSWORTH LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	DV:KM:967577

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

9531/891

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	BAW BAW SHIRE COUNCIL
Address	
Street Number	1
Street Name	CIVIC
Street Type	PLACE
Locality	WARRAGUL
State	VIC
Postcode	3820

Additional Details



Department of Transport and Planning

Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

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

Executed on behalf of	BAW BAW SHIRE COUNCIL
Signer Name	DAVID VORCHHEIMER
Signer Organisation	PARTNERS OF HWL EBSWORTH LAWYERS
Signer Role	LAW PRACTICE
Execution Date	29 DECEMBER 2020

File Notes:

NIL

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Statement End.



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Document Type	Instrument
Document Identification	AT914101M
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HWL
EBSWORTH
LAWYERS

Deed of Agreement

**Under s173 of the Planning and Environment
Act 1987**

Baw Baw Shire Council

and

Seebo Properties Pty Ltd ACN 621 482 022

Ref DV:DK967577

Error! Unknown document property name.

Level 26, 530 Collins Street, Melbourne VIC 3000 Australia Telephone +61 3 8644 3500

PO Box 3, Collins Street West VIC 3007 Australia

DX 564 Melbourne

Facsimile 1300 365 323 (Australia)
0507 6582 (International)
hwlebsworth.com.au

+61 2

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Deed of Agreement

Date *11th day of December 2020*

Parties

Baw Baw Shire Council

1 Civic Place, Warragul, Victoria 3820

(Council)

Seebo Properties Pty Ltd ACN 621 482 022

of Level 29, 525 Collins Street, Melbourne, Victoria 3000

(Owner)

Recitals

- A. Council is the Responsible Authority pursuant to the Act for the administration and enforcement of the Planning Scheme, which applies to the Subject Land.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land, which is the land over which this Agreement is intended to be registered.
- C. Council issued Planning Permit No. PLA0382/16 on 3 September 2019 (**Planning Permit**). The Planning Permit allows for a multi lot subdivision in stages and associated works in accordance with the endorsed plans for the land at 175 McGlone Road, Drouin (**Subject Land**).
- D. Condition 11 of the Planning Permit provides that:
- 11. Prior to the issue of Statement of Compliance for stage 1 subdivision, the owner of the land must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987. The Agreement must provide that:*
- a) prior to the issue of a Building Permit for the construction of any dwelling on a lot, a lot owner must pay the Community Infrastructure Levy to the Responsible Authority in accordance with the Development Contributions Plan Overlay -- Schedules 1 and 3; and*
- b) a Building Permit must not be issued by a building surveyor in respect of the building work unless he or she is satisfied that the amount of the levy has been paid to the Responsible Authority in*

accordance with Section 24(5)(a) of the Building Act 1993.

The owner of the land must pay all reasonable costs for the preparation, execution and registration of the Section 173 Agreement.

The Section 173 Agreement must be registered in accordance with the provisions of Section 181 of the Planning and Environment Act 1987 and be registered on individual residential lots.

- E. The Parties have agreed to enter into this Agreement:
- (a) to give effect to the requirements of the Planning Permit;
 - (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

Act	means the <i>Planning and Environment Act 1987</i> (Vic).
Agreement	means this Deed of Agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.
Building Act	means the <i>Building Act 1993</i> .
Building Permit	means a building permit issued pursuant to Part 3 of the <i>Building Act 1993</i> .
Business Day	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
Claim	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Community	means the community infrastructure levy specified in clause 3 of

Infrastructure Levy	this Agreement that is required to be paid in respect of each Dwelling in accordance with this Agreement.
DCPO1	means Development Contributions Plan Overlay - Schedule 1 pursuant to the Planning Scheme.
DCPO3	means Development Contributions Plan Overlay - Schedule 3 pursuant to the Planning Scheme.
Development	means the development of the Subject Land in accordance with the Planning Permit.
DCP Levy	means the Development Contributions Plan Levy as defined in the Act.
Development Contributions Plan 1 or DCP1	means the Baw Baw Shire Council Development Contributions Plan dated 23 March 2007 (as amended from time to time) incorporated into the Planning Scheme pursuant to DCPO1.
Development Contributions Plan 3 or DCP3	means the Drouin Development Contributions Plan dated September 2014 (as amended from time to time) incorporated into the Planning Scheme pursuant to DCPO3.
Dwelling	means a 'Dwelling' as defined by the Planning Scheme.
Indexation	(a) means a quarterly adjustment to an amount carried out in accordance with the methods set out in the DCPO1 or DCPO3 as appropriate; or (b) an adjustment to land value in accordance with the methodology specified in the DCP1 or DCP3 as appropriate.
Loss	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Owner	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Subject Land or any part of it and includes a Mortgagee-in-possession.
Party or Parties	means the Owner and Council under this Agreement as appropriate.
Plan of Subdivision	means the plan or plans of subdivision that subdivide the Land into Lots.
Planning Permit	means the planning permit referred to in Recital C of this Agreement.
Planning Scheme	means the Baw Baw Planning Scheme and any other Planning

Scheme which applies to the Subject Land.

Residential Lot	means a house lot or multi dwelling lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed for a single Dwelling or for multiple Dwellings.
Schedule	means a schedule to this Agreement.
Stage	is a reference to a stage of subdivision of the Subject Land.
Staged Lot	means a lot that will be further subdivided to create Lots.
Statement of Compliance	means a Statement of Compliance under the <i>Subdivision Act 1988</i> .
Subject Land	means the land described at Schedule 1 to this Agreement and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.
VCAT	means the Victorian Civil and Administrative Tribunal.

1.2 Interpretation

- (a) In this document, unless the context otherwise requires:
- (i) The singular includes the plural and vice versa.
 - (ii) A reference to a gender includes a reference to each other gender.
 - (iii) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
 - (iv) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
 - (v) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
 - (vi) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
 - (vii) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
 - (viii) Headings are for guidance only and do not affect the interpretation of this Agreement.

- (b) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
 - (i) bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Subject Land; and
 - (ii) if the Subject Land is subdivided further, this Agreement must be read and applied so that each subsequent Owner of a lot is only responsible for those covenants and obligations which relate to that Owner's lot.

2. Owner's obligations

2.1 The Owner covenants and agrees that:

- (a) prior to the issue of a Building Permit for the construction of any Dwelling on a Residential Lot, the Owner of that Residential Lot must pay the Community Infrastructure Levy to Council in accordance with DCPO1 and/ or DCPO3 (as appropriate) for each Dwelling being constructed on the Residential Lot; and
- (b) a Building Permit must not be issued by a building surveyor in respect of the Development of a Dwelling on the Residential Lot unless the building surveyor is satisfied that the amount of the Community Infrastructure Levy has been paid by the Owner to Council in accordance with section 24(5)(a) of the Building Act.

3. Community Infrastructure Levy

3.1 The Owner covenants and agrees that:

- (a) the amount of Community Infrastructure Levy to be paid to Council is stipulated by DCPO1 and/ or DCPO3 (as appropriate) plus Indexation;
- (b) the Community Infrastructure Levy is subject to Indexation;
- (c) if the Community Infrastructure Levy is not paid by the time a Building Permit issues, it will until paid accrue interest at the rate being the penalty rate prescribed in the *Penalty Interest Rates act 1983*; and
- (d) the Community Infrastructure Levy and any interest which accrues on it pursuant to this clause will be a debt by the Owner to Council until paid.

3.2 Council acknowledges that payment of the Community Infrastructure Levy represents a discharge by the Owner of any obligation to pay any further levy imposed for the purpose of community infrastructure as set out at Part 3B of the Act.

4. Council Access

The Owner covenants and agrees to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

5. Indemnity

The Owner covenants and agrees to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

6. Default

- (a) If the Owner fails to comply with the provisions of this Agreement, Council may serve a notice on the Owner specifying the works, matters and things in respect of which the Owner is in default.
- (b) If the alleged default continues for 14 days after the service of such notice, Council may, by its officers, employees, agents and contractors, enter the Subject Land and ensure that the works, matters and things are carried out.
- (c) The costs incurred by the Council in undertaking the works as a result of the Owner's default will be payable by the Owner.

7. Further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the notice of all prospective purchasers, Mortgagees, lessees, charges, transferees and assigns of the Subject Land.

7.2 Giving effect to this Agreement

The Owner must do all things necessary to give effect to this Agreement, including executing any further documents and will comply with its obligations under this Agreement.

7.3 Recording by Registrar of Titles

The Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with s181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

7.4 Council's costs to be paid

- (a) The Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, amendment, execution, ending, registration and enforcement of this Agreement which until paid will remain a debt due to Council by the Owner.
- (b) If in dispute, Council may have the costs assessed by the Law Institute of Victoria Costing Service and the parties will be bound by any assessment, and the cost of any assessment will be paid equally by the parties.

8. Agreement under Section 173 of the Act

8.1 Agreement under the Act

Council and the Owner agree without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

9. Owner's warranties

9.1 Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person which has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. Successors in title

10.1 Successors in title

Without limiting the operation or effect which this Agreement has, and subject to clause 7.3, the Owner must ensure that until such time as a memorandum of this

Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

11. Notices

11.1 Service

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- (a) personally on the other Party;
- (b) by leaving it at the other Party's Current Address;
- (c) by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- (d) by email to the other Party's Current Email.

11.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered, on the next following business day;
- (b) if posted, on the expiration of two business days after the date of posting;
- (c) if sent by facsimile, on the next following business day unless the receiving Party has requested retransmission before the end of that business day; or
- (d) if sent by email, at the time of receipt within the meaning of the *Electronic Transactions (Victoria) Act 2000*.

12. Alternative Dispute Resolution

12.1 Referral to VCAT

In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to VCAT for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the Act, that matter will be referred for arbitration agreed upon in writing by the parties, or, in the absence of agreement, the

Chairperson of the Victorian Chapter of the Institute of Arbitrators, Australia, or their nominee, for arbitration.

12.2 Section 149 of the Act

Wherever provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers or any public authority and a dispute arises in relation to that matter, the dispute will be referred to VCAT in accordance with Section 149 of the Act.

12.3 Legal Representation

The parties will be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses 12.1 and 12.2 and, unless the arbitrator, chairman, nominee or VCAT otherwise directs, each party will bear its own costs in relation to it.

13. Miscellaneous

13.1 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences

- (a) from the date of this Agreement; or
- (b) if the Agreement bears no date, on the date it is recorded in the Register.

13.2 Ending of Agreement

This Agreement ends on the date that the Council issues a letter confirming that the Owner has complied with all of its obligations under this Agreement.

13.3 Multiple lots

If this Agreement relates to more than one lot and the Owner of that lot has complied with all of the obligations in relation to that lot, the Owner of that lot may request Council to end this Agreement in relation to that lot.

13.4 Application to Registrar

As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under s183(2) of the Act to cancel the recording of this Agreement on the register.

13.5 No fettering of Council's powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions

in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

13.6 **No waiver**

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

13.7 **Severability**

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

13.8 **Proper law**

This Agreement is governed by and the Owner submits to the laws of the State of Victoria.

Schedule 1

Column 1				Column 2	Column 3	Column 4
Subject Land				Mortgage	Agreements	Caveat
Address	Volume	Folio	Lot Plan			
175 McGlone Road, Drouin	9531	891	Lot 1 on Plan of Subdivision 135456	N/A	N/A	N/A

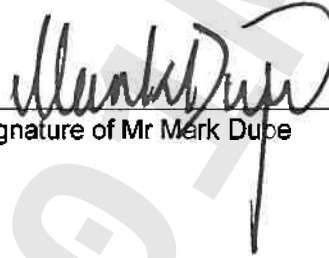
Signing page

Executed as a deed

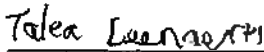
Signed, sealed and delivered by and on behalf of **Baw Baw Shire Council** by Mark Dupe, Chief Executive Officer, pursuant to the Instrument of Delegation dated 13 May 2020 in the presence of:



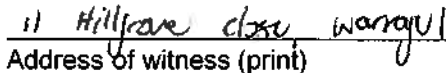
Signature of witness



Signature of Mr Mark Dupe

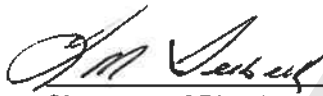


Full name of witness (print)



Address of witness (print)

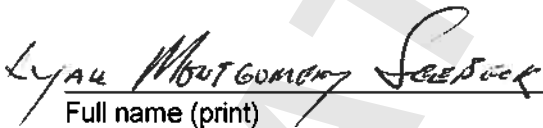
Executed by Seebo Properties Pty Ltd
ACN 621 482 022 in accordance with
section 127 of the Corporations Act 2001
(Cth) by:



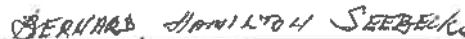
Signature of Director



Signature of Director/Company Secretary



Full name (print)



Full name (print)



Department of Transport and Planning

Electronic Instrument Statement

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

Produced 16/02/2026 08:50:03 AM

Status	Registered	Dealing Number	AT738543H
Date and Time Lodged	30/10/2020 04:38:05 PM		

Lodger Details

Lodger Code	19208S
Name	HWL EBSWORTH LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	DV:KM:967575

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

9531/891

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	BAW BAW SHIRE COUNCIL
Address	
Street Number	1
Street Name	CIVIC
Street Type	PLACE
Locality	WARRAGUL
State	VIC
Postcode	3820

Additional Details



Department of Transport and Planning

Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

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

Executed on behalf of	BAW BAW SHIRE COUNCIL
Signer Name	DAVID VORCHHEIMER
Signer Organisation	PARTNERS OF HWL EBSWORTH LAWYERS
Signer Role	LAW PRACTICE
Execution Date	30 OCTOBER 2020

File Notes:

NIL

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

Statement End.



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Deed of Agreement

**Under s173 of the Planning and Environment
Act 1987**

Baw Baw Shire Council

and

Seebo Properties Pty Ltd ACN 621 482 022

Ref DV:KM 967575

Doc ID 764006063/v2

Level 26, 530 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500

Facsimile 1300 365 323 (Australia) +61 2 8507 6582 (International)
hwlebsworth.com.au

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Deed of Agreement

Date 23rd day of September 2020

Parties

Baw Baw Shire Council

1 Civic Place, Warragul, Victoria 3820

(Council)

Seebo Properties Pty Ltd ACN 621 482 022

of 51 - 59 O'Shea Road, Berwick, Victoria 3806

(Owner)

Recitals

- A. Council is the Responsible Authority pursuant to the Act for the administration and enforcement of the Planning Scheme, which applies to the Subject Land.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land, which is the land over which this Agreement is intended to be registered.
- C. Council issued Planning Permit No. PLA0382/16 on 3 September 2019 (**Planning Permit**). The Planning Permit allows for a multi lot subdivision in stages and associated works in accordance with the endorsed plans for the land at 175 McGlone Road, Drouin (**Subject Land**).
- D. Condition 6 of the Planning Permit provides that:
- 'Prior to the certification of Stage 1 of the plan of subdivision under the Subdivision Act 1988, the owner of the land must enter into an Agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987. The Agreement must provide for:*
- a) *Prior to the issue of Statement of Compliance for Stage 1 of the subdivision under the Subdivision Act 1988, the subdivisional access road from McGlone Road must be constructed to the full width of the road cross section in accordance with detailed engineering drawings approved by the Responsible Authority;*
- b) *Prior to the issue of Statement of Compliance for Stage 1 of the subdivision under the Subdivision Act*

1988, the intersection between the subdivisional road and McGlone Road must be constructed in its entirety including all associated works in accordance with detailed engineering drawings approved by the Responsible Authority;

- c) The owner of the land is responsible for the full costs of the design and construction of the road and intersection as developer works;*
- d) The owner of the land must obtain the consent of the abutting landowner to the south of the subject land to construct part of the road and intersection on the abutting land in Stage 1 of the subdivision works and enter into any commercial agreement required independently of Council to secure this commitment;*
- e) the owner of the land agrees that the road and intersection will be constructed in Stage 1 of the subdivision;*
- f) Prior to the use of the road and intersection, Statement of Compliance for Stage 1 must be issued from the subject land and Stage 1 of the abutting land by the Responsible Authority;*
- g) The owner of the land agrees to indemnify and provide any releases to the benefit of Baw Baw Shire Council and any other servicing authorities in connection with entry onto the abutting land for construction inspection purposes;*
- h) On the issue of Statement of Compliance for Stage 1 of the subdivision this section 173 will lapse; and*
- i) As soon as reasonably practicable after this agreement has ended, the owner must, at their own cost, do all things necessary to cancel the recording of this agreement.*

The Owner of the land must pay all reasonable costs for the preparation, execution and registration of this Section 173 Agreement and any other side agreement required as part of this condition.

The Section 173 Agreement must be registered in accordance with the provisions of Section 181 of the Planning and Environment Act 1987 and be registered on the certificate of title of the affected lots prior to a Statement of Compliance issuing for the relevant stage of subdivision. Evidence of registration of the Agreement must be provided to the Responsible Authority prior to

the Statement of Compliance issuing for Stage 1 of the subdivision.

- E. The Parties have agreed to enter into this Agreement:
- (a) to give effect to the requirements of the Planning Permit; and
 - (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

Act	means the <i>Planning and Environment Act 1987</i> (Vic).
Abutting Land	means the land contained in Certificate of Title volume 11135 folio 091 being Lot 40 on Plan of Subdivision 605499N otherwise known as McGlone Road, Drouin, Victoria 3818 and any lot created by the subdivision of the Abutting Land or any part of it.
Abutting Land Owner	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Abutting Land or any part of it and includes a Mortgagee-in-possession.
Agreement	means this Deed of Agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.
Approved Drawings	means the detailed engineering drawings approved by Council pursuant to condition 34 of the Planning Permit
Business Day	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
Claim	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Development	means the development of the Subject Land in accordance with the Planning Permit.
Developer Works	means works required to facilitate and enable the Development and Subdivision which are the responsibility of the Owner.
Endorsed Plans	means the plans endorsed pursuant to the Planning Permit.
Intersection	means the intersection of the Subdivisional Access Road and McGlone Road, Drouin Victoria 3818 as shown in the plan in Schedule 2 to this Agreement.
Loss	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Mortgagee	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Subject Land or any part of it.
Owner	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Subject Land or any part of it and includes a Mortgagee-in-possession.
Party or Parties	means the Owner, Future Owner and Council under this Agreement as appropriate.
Planning Permit	means the Planning Permit referred to in Recital C of this Agreement as amended from time to time.
Planning Scheme	means the Baw Baw Planning Scheme and any other Planning Scheme which applies to the Subject Land.
Stage 1 of the Abutting Land	means stage 1 of the Subdivision or Development as shown on the endorsed plans accompanying any planning permit issued for the Subdivision or Development of the Abutting Land.
Stage 1 of the Subject Land	means stage 1 of the Subdivision or Development as shown on the Endorsed Plans.
Statement of Compliance	means a Statement of Compliance under the <i>Subdivision Act 1988</i> (Vic).
Subdivision	means Subdivision under the <i>Subdivision Act 1988</i> (Vic).
Subdivisional Access Road	means the road labelled 'Road A' as shown on the plans in Schedule 2 to this Agreement.

Subject Land means the land described in Schedule 1 to this Agreement and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

VCAT means the Victorian Civil and Administrative Tribunal.

1.1 Interpretation

- (a) In this document, unless the context otherwise requires:
- (i) The singular includes the plural and vice versa.
 - (i) A reference to a gender includes a reference to each other gender.
 - (ii) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
 - (iii) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
 - (iv) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
 - (v) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
 - (vi) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
 - (vii) Headings are for guidance only and do not affect the interpretation of this Agreement.
- (b) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- (i) bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Subject Land; and
 - (ii) if the Subject Land is subdivided further, this Agreement must be read and applied so that each subsequent Owner of a lot is only responsible for those covenants and obligations which relate to that Owner's lot.

2. Owner's obligations

- (a) The Owner covenants and agrees that:
- (i) the Subdivisional Access Road and Intersection are Developer Works and that the Owner is wholly responsible for the construction of the Subdivisional Access Road and Intersection at its own cost;
 - (ii) prior to the issue of Statement of Compliance for Stage 1 of the Subdivision of the Subject Land,
 - (A) the Owner must construct the Subdivisional Access Road to the full width of the road cross section including that part of the Subdivisional Access Road which is shown on the Abutting Land in accordance with the Approved Drawings; and
 - (B) the Owner must construct the Intersection including all associated works and that part of the Intersection which is shown on the Abutting Land in accordance with the Approved Drawings;to the satisfaction of Council.
 - (iii) it is responsible for and will bear the full cost of the design and construction of the Subdivisional Access Road and Intersection including that part of the Subdivisional Access Road and Intersection that are located on the Abutting Land;
 - (iv) it will obtain the consent of the Abutting Land Owner to construct those parts of the Subdivisional Access Road and Intersection on the Abutting Land and enter into any commercial agreement (as may be required) to facilitate this outcome independently of Council;
 - (v) the Subdivisional Access Road and Intersection must be constructed as part of Stage 1 of the Subdivision of the Subject Land permitted by the Planning Permit; and
 - (vi) the Subdivisional Access Road and Intersection must not be used prior to the issue of a Statement of Compliance for Stage 1 of the Subject Land and Stage 1 of the Abutting Land.

3. Council Access

- 3.1 The Owner covenants and agrees to allow the Council and any other servicing authority, including their officers, employees, contractors or agents or any of them, to enter the Subject Land (at any reasonable time) to assess compliance with this Agreement and/ or entry onto the Abutting Land for construction inspection purposes.

4. Indemnity and Release

- 4.1 The Owner covenants and agrees to indemnify and keep the Council and any other servicing authority including their officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non compliance with this Agreement including but not limited to entry onto the Abutting Land for inspection and compliance purposes.
- 4.2 The Owner covenants and agrees to provide Council and any other servicing authority with any release required in respect of any matter arising from or referable to this Agreement.

5. Further obligations

5.1 Notice and registration

The Owner will bring this Agreement to the notice of all prospective purchasers, Mortgagees, lessees, charges, transferees and assigns of the Subject Land.

5.2 Giving effect to this Agreement

The Owner will do all things necessary to give effect to this Agreement, including executing any further documents and will comply with its obligations under this Agreement.

5.3 Recording by Registrar of Titles

The Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with s181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

5.4 Council's costs to be paid

- (a) The Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement and any other agreement required to give effect to this Agreement.
- (b) Until paid, Council's costs as referred to at clause 5.4(a) will remain a debt due to Council by the Owner.

- (c) If in dispute, Council may have the costs assessed by the Law Institute of Victoria Costing Service and the parties will be bound by any assessment, and the cost of any assessment will be paid equally by the parties.

6. Agreement under Section 173 of the Act

Council and the Owner agree without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

7. Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person which has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

8. Successors in title

Without limiting the operation or effect which this Agreement has, the Owner must ensure that until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

9. Notices

9.1 Service

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- (a) by delivering it personally to that Party;
- (b) by sending it by prepaid post addressed to that Party at the address set out in this Agreement or subsequently notified to each Party from time to time; or
- (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending Party by hand delivery or prepaid post.

9.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered, on the next following business day
- (b) if posted, on the expiration of two business days after the date of posting, or
- (c) if sent by facsimile, on the next following business day unless the receiving Party has requested retransmission before the end of that business day.

10. Alternative Dispute Resolution

10.1 Referral to VCAT

In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the VCAT for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the VCAT pursuant to the Act, that matter will be referred for arbitration agreed upon in writing by the parties, or, in the absence of agreement, the Chairperson of the Victorian Chapter of the Institute of Arbitrators, Australia, or their nominee, for arbitration.

10.2 Section 149 of the Act

Wherever provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers or any public authority and a dispute arises in relation to that matter, the dispute will be referred to VCAT in accordance with Section 149 of the Act.

10.3 Legal Representation

The parties will be entitled to legal representation for the purposes of any arbitration or referral referred to in sub-clauses 10.1 and 10.2 and, unless the Arbitrator, Chairman, Nominee or the Tribunal otherwise directs, each party will bear its own costs in relation to it.

11. Miscellaneous

11.1 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from:

- (a) the date of this Agreement; or
- (b) if the Agreement bears no date, on the date it is recorded in the Register.

11.2 Default

- (a) If the Owner fails to comply with the provisions of this Agreement, Council may serve a notice on the Owner specifying the works, matters and things in respect of which the Owner is in default.
- (b) If the alleged default continues for 30 days after the service of such notice, Council may, by its officers, employees, agents and contractors, enter the Subject Land and ensure that the works, matters and things are carried out.
- (c) The costs incurred by the Council in undertaking the works as a result of the Owner's default will be payable by the Owner.

11.3 Ending of Agreement

- (a) This Agreement ends upon the issuing of a Statement of Compliance for:
 - (i) Stage 1 of the subdivision of the Subject Land; and
 - (ii) Stage 1 of the subdivision of the Abutting Land.

11.4 Application to Registrar

As soon as reasonably practicable after the Agreement has ended, the Owner will upon request and, at the cost of the Owner, make application to the Registrar of Titles under s183(2) of the Act to cancel the recording of this Agreement on the register.

11.5 No fettering of Council's powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

11.6 No waiver

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

11.7 Severability

- (a) If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

- (b) Clause 11.7(a) will not apply if to do so will materially affect the commercial arrangement formed by this Agreement.

11.8 Proper law

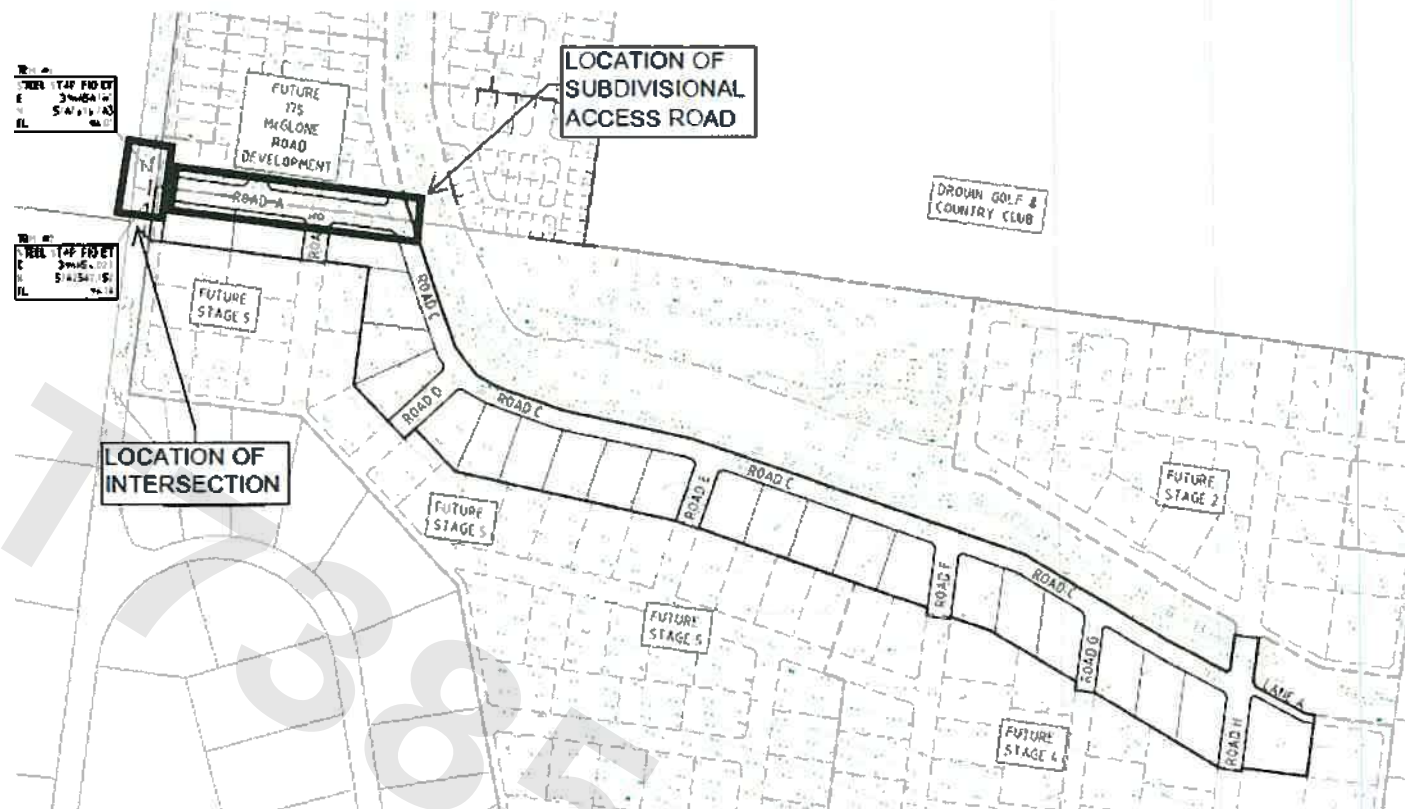
This Agreement is governed by and the Owner submits to the laws of the State of Victoria.

AT738543H

Schedule 1

Column 1				Column 2	Column 3	Column 4
Subject Land				Mortgage	Agreements	Caveat
Address	Volume	Folio	Lot Plan			
175 McGlone Road, Drouin	9531	891	Lot 1 on Plan of Subdivision 135456	N/A	N/A	N/A

Schedule 2

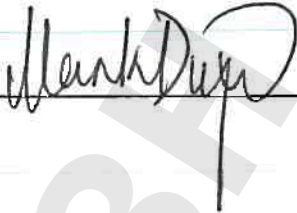


The above plan does not form part of the Endorsed Plans for the Subject Land or Abutting Land.

Signing page

Executed as a deed

SIGNED, SEALED AND DELIVERED by)
and on behalf of **Baw Baw Shire Council** by)
Mark Dupe, Chief Executive Officer,)
pursuant to the Instrument of Delegation)
dated 13 May 2020 in the presence of:)


_____

Witness Signature

Witness Name

Executed by Seebo Properties Pty Ltd
ACN 621 482 022 in accordance with
section 127 of the *Corporations Act 2001*
(Cth) by:



Signature of Director

Full name (print)

Signature of Director/Company Secretary

Full name (print)



Department of Transport and Planning

Electronic Instrument Statement

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

Produced 16/02/2026 08:50:03 AM

Status	Registered	Dealing Number	AU004415D
Date and Time Lodged	01/02/2021 05:01:56 PM		

Lodger Details

Lodger Code	19208S
Name	HWL EBSWORTH LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	DV:KM:967279

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or Interest

FEE SIMPLE

Land Title Reference

9531/891
11135/091
11491/490

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	BAW BAW SHIRE COUNCIL
Address	
Street Number	1
Street Name	CIVIC
Street Type	PLACE
Locality	WARRAGUL
State	VIC



Department of Transport and Planning

Electronic Instrument Statement

Postcode 3820

Additional Details

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

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

Executed on behalf of	BAW BAW SHIRE COUNCIL
Signer Name	DAVID VORCHHEIMER
Signer Organisation	PARTNERS OF HWL EBSWORTH LAWYERS
Signer Role	LAW PRACTICE
Execution Date	01 FEBRUARY 2021

File Notes:

NIL

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

Statement End.



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Deed of Agreement

Under s173 of the Planning and Environment Act 1987

Baw Baw Shire Council

and

Drouin Golf & Country Club Inc

(Registration No A 000 795 5E)

and

Sowsee Pty Ltd

(ACN 609 775 699)

and

Seebo Properties Pty Ltd

(ACN 621 482 022)

Ref: DV: KM:967279

Level 26, 530 Collins Street, Melbourne VIC 3000
Australia
Error! Unknown document property name.
PO Box 9, Collins Street West VIC 3007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500
Facsimile 1300 365 323 (Australia); +61 3
9034 3257 (International)
hwlebsworth.com.au

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EBSWORTH

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PVWL
EBSWORTH

Deed of Agreement

Date *19th day of January 2021*

Parties

Baw Baw Shire Council

of 1 Civic Place, Warragul, Victoria 3820

(Council)

Drouin Golf & Country Club Inc (Registration No A 000 795 5E)

of Princes Highway, Drouin, Victoria 3818 as the Owner of that part of the Subject Land contained in Certificate of Title volume 11491 folio 490 being Lot 7 on Plan of Subdivision 142404.

and

Sowsee Pty Ltd (ACN 609 775 699)

of 11 Chitalwood Court Nilma, Victoria 3821 as the Owner of that part of the Subject Land contained in Certificate of Title volume 11135 folio 091 being Lot 40 on Plan of Subdivision 605499N.

(Owner)

Seebo Properties Pty Ltd (ACN 621 482 022)

of Level 29, 525 Collins Street, Melbourne, Victoria 3000

(Abutting Land Owner)

Recitals

- A. Council is the Responsible Authority pursuant to the Act for the administration and enforcement of the Planning Scheme, which applies to the Subject Land and Abutting Land.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land and the Abutting Land Owner is or is entitled to be registered proprietor of the Abutting Land.
- C. The Subject Land and Abutting Land are the land over which this Agreement is intended to be registered.

-
- D. Council issued Planning Permit No. PLA0133/18 on 28 May 2019 (**Planning Permit A**) for the Subject Land. Planning Permit A allows for the Multi-lot subdivision of the Subject Land in stages and associated works, and creation of access to a Road Zone Category 1.
- E. Council issued Planning Permit No. PLA0382/16 on 3 September 2019 (**Planning Permit B**) for the Abutting Land. Planning Permit B allows for the Multi-lot subdivision in stages and associated works.
- F. The Abutting Land is affected by the Drouin Precinct Structure Plan September 2014 (as amended from time to time) (**PSP**). The Subject Land is affected by the Drouin Golf Club Development Plan.
- G. Pursuant to the PSP, a Retarding Basin and Wetland is required to be provided on the Abutting Land as part of the drainage and water quality treatment infrastructure contained in the PSP.
- H. The location of the Retarding Basin and Wetland has been amended so that it is to be located on the Subject Land in accordance with the Drouin Golf Club Development Plan.
- I. Council has requested that the Owner and Abutting Land Owner enter into this Agreement for the delivery of the Retarding Basin and Wetland prior to the issue of Statement of Compliance of stage 1 of the Subdivision of the Subject Land.
- J. The Parties have agreed to enter into this Agreement:
- (a) to give effect to the requirements of the PSP to provide for the delivery of the Retarding Basin and Wetland; and
 - (b) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.
-

This deed witnesses that in consideration of, amongst other things, the mutual promises contained in this deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

Act	means the <i>Planning and Environment Act 1987</i> (Vic).
Abutting Land	means the land known as 175 McGlone Road, Drouin being Lot 1 on Lot Plan 135456, the land referred to in Certificate of Title Volume 9531 Folio 891, and any reference to the Abutting Land in this Agreement includes any lot created by the subdivision of the Abutting Land or any part of it.
Abutting Land Owner	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Abutting Land or any part of it and includes a Mortgagee-in-possession.
Agreement	means this Deed of Agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
Claim	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Development	means the development of the Subject Land in accordance with Planning Permit A and/or the development of the Abutting Land in accordance with Planning Permit B.
Development Services Scheme	means the drainage strategy for the Subject Land and Abutting Land prepared by Melbourne Water.
Drouin Golf Club Development Plan	means the Drouin Golf Club Subdivision Concept Plan endorsed by Council on or about 15 May 2019 (as amended from time to time).

Developer Works	means works required to facilitate and enable the Development and Subdivision which are the responsibility of the Owner.
Endorsed Plans	means the plans endorsed pursuant to the Planning Permit A and/ or Planning Permit B.
Loss	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Melbourne Water	means Melbourne Water Corporation.
Mortgagee	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Subject Land or any part of it.
Owner	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Subject Land or any part of it and includes a Mortgagee-in-possession.
Party or Parties	means the Owner, Future Owner and Council under this Agreement as appropriate.
Planning Permit A	means the Planning Permit referred to in Recital D of this Agreement as amended from time to time.
Planning Permit B	means the Planning Permit referred to in Recital E of this Agreement as amended from time to time.
Planning Scheme	means the Baw Baw Planning Scheme and any other Planning Scheme which applies to the Subject Land and Abutting Land.
Residential Lot	means a house lot or multi dwelling lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a single dwelling.
Retarding Basin and Wetland	means the retardation basin located on the Subject Land, to the east of McGlone Road, known as ID Rb-01b in the PSP as shown in the location in the Drouin Golf Club Development Plan.

Staged Lot	means a lot that will be further subdivided to create a Residential Lot.
Statement of Compliance	means a Statement of Compliance under the <i>Subdivision Act 1988</i> (Vic).
Subdivision	means Subdivision under the <i>Subdivision Act 1988</i> (Vic).
Subject Land	means the land described in Schedule 1 to this Agreement and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.
VCAT	means the Victorian Civil and Administrative Tribunal.

1.1 Interpretation

- (a) In this document, unless the context otherwise requires:
- (i) The singular includes the plural and vice versa.
 - (i) A reference to a gender includes a reference to each other gender.
 - (ii) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
 - (iii) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
 - (iv) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
 - (v) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
 - (vi) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
 - (vii) Headings are for guidance only and do not affect the interpretation of this Agreement.
- (b) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

- (i) bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Subject Land; and
- (ii) if the Subject Land is subdivided further, this Agreement must be read and applied so that each subsequent Owner of a lot is only responsible for those covenants and obligations which relate to that Owner's lot.

2. Owners' obligations

- (a) The Owner and the Abutting Land Owner covenant and agree:
 - (i) that they will construct the Retarding Basin and Wetland in accordance with the relevant Development Services Scheme, to the satisfaction of Melbourne Water and Council prior to the issue of Statement of Compliance for stage 1 of the Subdivision of the Subject Land;
 - (ii) that they are responsible for and will bear the full costs of the delivery of the Retarding Basin and Wetland in accordance with the relevant Development Services Scheme; and
 - (iii) to enter into any commercial agreement (as may be required) to facilitate the delivery of the Retarding Basin and Wetland independently of Council.

3. Council Access

The Owner and Abutting Land Owner covenant and agrees to allow the Council and any other servicing authority, including their officers, employees, contractors or agents or any of them, to enter the Subject Land and Abutting Land (at any reasonable time) to assess compliance with this Agreement.

4. Indemnity and Release

- 4.1 The Owner and Abutting Land Owner covenant and agree to indemnify and keep the Council and any other servicing authority including their officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.
- 4.2 The Owner and Abutting Land Owner covenant and agree to provide Council and any other servicing authority with any release required in respect of any matter arising from or referable to this Agreement.

5. Further obligations

5.1 Notice and registration

The Owner and Abutting Land Owner will bring this Agreement to the notice of all prospective purchasers, Mortgagees, lessees, charges, transferees and assigns of the Subject Land and Abutting Land.

5.2 Giving effect to this Agreement

The Owner and Abutting Land Owner will do all things necessary to give effect to this Agreement, including executing any further documents and will comply with its obligations under this Agreement.

5.3 Recording by Registrar of Titles

The Owner and Abutting Land Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land and Abutting Land in accordance with s181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

5.4 Agreement not to be registered on subdivided Lots

The Council agrees that this Agreement is not to be registered on a Residential Lot produced for development as a result of the subdivision of the Subject Land, Abutting Land or Lot 1 of Plan of Subdivision PS 829837U as show in Schedule 3. The Responsible Authority agrees to sign any document necessary to ensure this Agreement is not registered on Residential Lots and will bring this clause to the attention of officers at Land Registry, as necessary.

5.5 Council's costs to be paid

- (a) The Owner and Abutting Land Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement and any other agreement required to give effect to this Agreement.
- (b) Until paid, Council's costs as referred to at clause 5.4(a) will remain a debt due to Council by the Owner and Abutting Land Owner.
- (c) If in dispute, Council may have the costs assessed by the Law Institute of Victoria Costing Service and the parties will be bound by any assessment, and the cost of any assessment will be paid equally by the parties.

6. Agreement under Section 173 of the Act

Council, the Owner and Abutting Land Owner agree without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

7. Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner and Abutting Land Owner warrant that apart from the Owner, the Abutting Land Owner and any other person which has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land and Abutting Land which may be affected by this Agreement.

8. Successors in title

Without limiting the operation or effect which this Agreement has, the Owner and Abutting Land Owner must ensure that until such time as a memorandum of this Agreement is registered on the title to the Subject Land and Abutting Land, successors in title shall be required to:

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

9. Notices

9.1 Service

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- (a) by delivering it personally to that Party;
- (b) by sending it by prepaid post addressed to that Party at the address set out in this Agreement or subsequently notified to each Party from time to time; or
- (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending Party by hand delivery or prepaid post.

9.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered, on the next following business day
- (b) if posted, on the expiration of two business days after the date of posting, or
- (c) if sent by facsimile, on the next following business day unless the receiving Party has requested retransmission before the end of that business day.

10. Alternative Dispute Resolution

10.1 Referral to VCAT

In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the VCAT for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the VCAT pursuant to the Act, that matter will be referred for arbitration agreed upon in writing by the parties, or, in the absence of agreement, the Chairperson of the Victorian Chapter of the Institute of Arbitrators, Australia, or their nominee, for arbitration.

10.2 Section 149 of the Act

Wherever provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers or any public authority and a dispute arises in relation to that matter, the dispute will be referred to VCAT in accordance with Section 149 of the Act.

10.3 Legal Representation

The parties will be entitled to legal representation for the purposes of any arbitration or referral referred to in sub-clauses 10.1 and 10.2 and, unless the Arbitrator, Chairperson, Nominee or the Tribunal otherwise directs, each party will bear its own costs in relation to it.

11. Miscellaneous

11.1 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from:

- (a) the date of this Agreement; or
- (b) if the Agreement bears no date, on the date it is recorded in the Register.

11.2 Default

- (a) If the Owner and/ or Abutting Landowner fail to comply with the provisions of this Agreement, Council may serve a notice on the Owner and/or Abutting Landowner specifying the works, matters and things in respect of which the Owner and/ or Abutting Land Owner are in default.
- (b) If the alleged default continues for 30 days after the service of such notice, Council may, by its officers, employees, agents and contractors, enter the Subject Land and/ or Abutting Land and ensure that the works, matters and things are carried out.
- (c) The costs incurred by the Council in undertaking the works as a result of the Owner's and/ or Abutting Land Owner's default will be payable by the Owner and/ or Abutting Land Owner.

11.3 Ending of Agreement

This Agreement ends on the date that the Council issues a letter confirming that the Owner and Abutting Land Owner have complied with all of its obligations under this Agreement or otherwise in accordance with the Act.

11.4 Multiple lots

If this Agreement relates to more than one lot and the Owner and Abutting Land Owner of that lot has complied with all of the obligations in relation to that lot, the Owner or Abutting Land Owner of that lot may request Council to end this Agreement in relation to that lot.

11.5 Application to Registrar

As soon as reasonably practicable after the Agreement has ended, the Owner and Abutting Land Owner will upon request and, at the cost of the Owner and Abutting Land Owner, make application to the Registrar of Titles under s183(2) of the Act to cancel the recording of this Agreement on the register.

11.6 No fettering of Council's powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

11.7 No waiver

Any time or other indulgence granted by Council to the Owner and/or Abutting Land Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner and/ or Abutting Land Owner will not in

any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

11.8 Severability

- (a) If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.
- (b) Clause 11.8(a) will not apply if to do so will materially affect the commercial arrangement formed by this Agreement.

11.9 Proper law

This Agreement is governed by and the Owner and Abutting Land Owner submit to the laws of the State of Victoria.

AU0004415D

Schedule 1

Subject Land						Mortgage	Agreements/Restrictions	Caveats
Owner	Future Owner	Address	Volume	Folio	Lot Plan			
Sowsee Pty Ltd of 11 Chitalwood Court, Nilma, Victoria 3821	N/A	McGlone Road, Drouin Victoria 3818	11135	091	40 on Plan of Subdivision 605499N	N/A	Section 173 Agreement AG499337C Section 173 Agreement AT080570T Section 173 Agreement AT122840L	N/A
Drouin Golf & Country Club Inc	Sowsee Pty Ltd of 11 Chitalwood Court, Nilma, Victoria 3821	13 McGlone Road, Drouin Victoria 3818	11491	490	7 on Plan of Subdivision 142404	N/A	Covenant D456866 Section 173 Agreement AT080570T Section 173 Agreement AT122840L	Caveat AS637201K

14/1/21
EBSWORTH

Schedule 2

Caveator Consent

Sowsee Pty Ltd as caveator of registered Caveat AS637201K consent to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement as if it were the Owner of the Subject Land.

Executed by Sowsee Pty Ltd (ACN 609 775 699) in accordance with section 127 of the Corporations Act 2001 (Cth) by:



Signature of Director

DAVID SOWSEE

Full name (print)

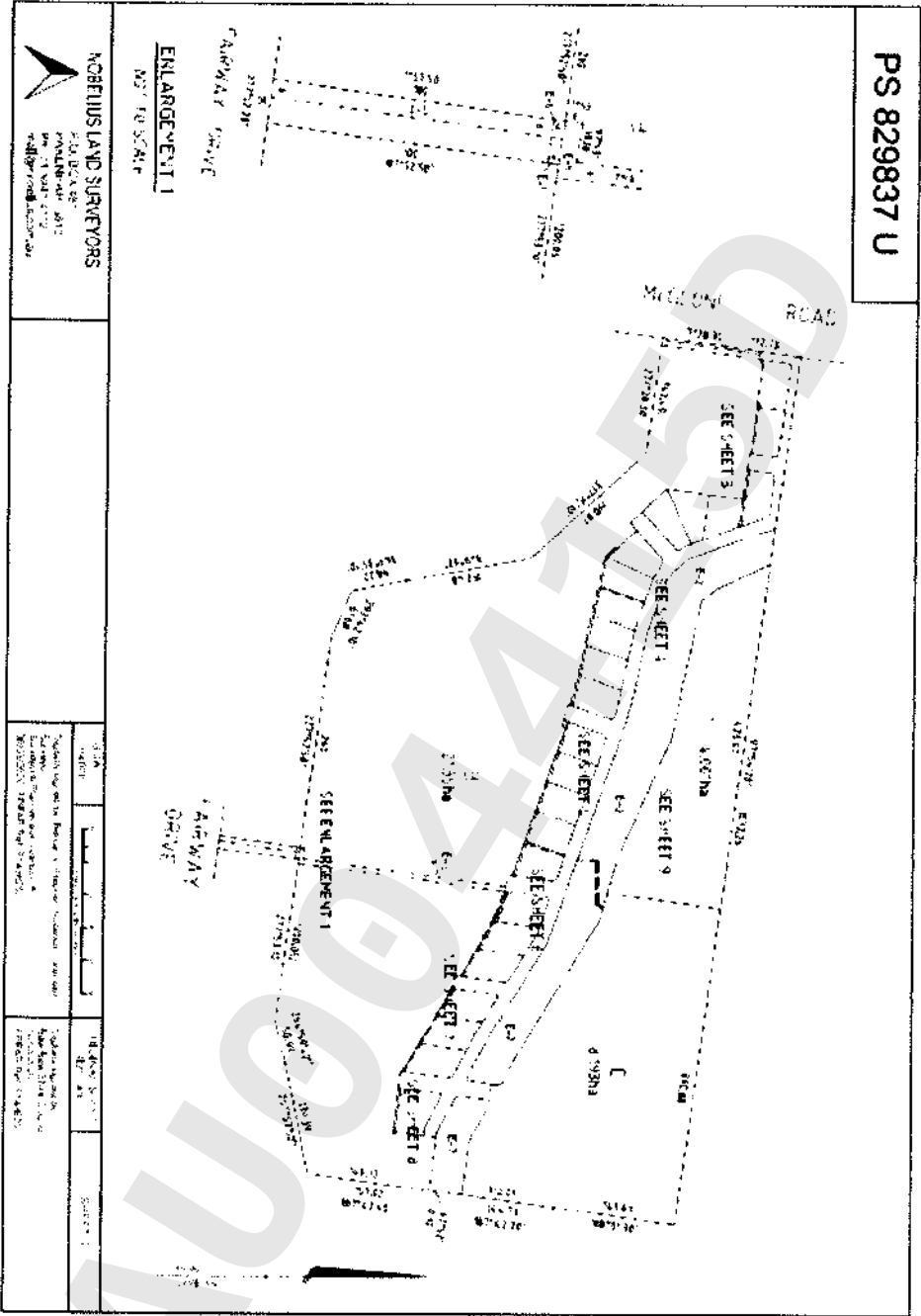


Signature of Director/Company Secretary

BENJAMIN HAMILTON SOWSEE

Full name (print)

Schedule 3



Deed of Agreement

Printed 12 January 2021

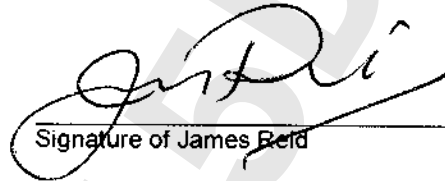
Error! Unknown document property name.

EBSWORTH

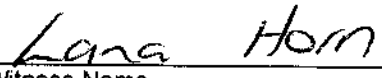
Executed as a deed

Executed as a deed

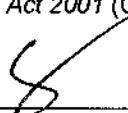
SIGNED, SEALED AND DELIVERED by
and on behalf of **Baw Baw Shire Council** by
James Reid, Director Planning and
Development, pursuant to the Instrument of
Delegation dated 26 August 2020 in the
presence of:


Signature of James Reid


Witness Signature

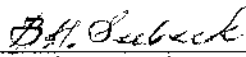

Witness Name

Executed by Sowsee Pty Ltd (ACN 609
775 699) in accordance with section 127 of
the Corporations Act 2001 (Cth) by:



Signature of Director

DAVID SOWSEE
Full name (print)



Signature of Director/Company Secretary

BERNARD HAMILTON SEEDICK
Full name (print)

**Executed by Drouin Golf & Country Club
Inc (Registration No A 000 795 5E) in
accordance with the Associations
Incorporations Reform Act 2012 (Vic) by:**

D. Brown
Signature of ~~President~~ **CHAIR**

DEBORAH MARY BROWN
Full name (print)


Signature of ~~Secretary~~ **Vice Chair**
Matthew Long
Full name (print)

ml.

AU004413

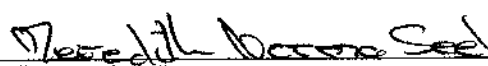
Executed by Seebo Properties Pty Ltd
ACN 621 482 022 in accordance with
section 127 of the *Corporations Act 2001*
(Cth) by:



Signature of Director



Signature of Director/Company Secretary



Full name (print)



Full name (print)

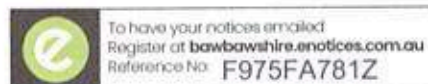
AU000441515



PO Box 304
Warragul VIC 3820

Rates & Valuation Notice Instalment

RATING YEAR 1 JULY 2025 - 30 JUNE 2026
TAX INVOICE



D Van Den Broek &
A J Van Den Broek
373-375 Heatherton Road
NARRE WARREN NORTH VIC 3804



031
1014083
DLX2_10741

Instalment amount

\$641.00

Payable By 28th February 2026

Property number

34800

Date of Issue: 22/01/2026

Property Location 21 Mainstone Street DROUIN VIC 3818

V12320 F380 | Lot 217 PS838157S | Drouin West Parish

3RD INSTALMENT DUE 28 FEBRUARY 2026

\$641.00

TOTAL DUE

\$641.00

Please note that payments received after the 16th January 2026 may not appear on this notice.

This notice is sent regardless of whether you have a mutually agreed Payment Plan or Direct Debit Agreement calculated within the 25/26 Financial Year.



1st Instalment

2nd Instalment

3rd Instalment Due
28 February 2026
\$641.00

4th Instalment Due
31 May 2026
\$641.00

Online: Visit www.bawbawshire.vic.gov.au/PayingYourRates and quote the Council Bill Number on the front of this notice.

Direct Debit - Available for fortnightly, monthly and instalment payments. Complete an application online at www.bawbawshire.vic.gov.au/PayingYourRates.

In person - Present this notice at our Customer Service Centre, 33 Young Street, Drouin 3818 or Corner of Smith & Albert Street, Warragul (next to the West Gippsland Arts Centre booking office). Payments may be made by EFTPOS, VISA or Mastercard.



Billir Code: 5801
Ref: 000 010 060 234

BPAY* This payment via internet or phone banking
BPAY View* - View and pay this bill using internet banking.
BPAY View Registration No.: 000 010 060 234
Please enter the BPAY ref number (next to BPAY logo left)

Council Bill Number: 10060234

Name: D Van Den Broek &

Property: 21 Mainstone Street
DROUIN VIC 3818

PropertyNo.: 34800

Instalment Amount \$641.00



Billir Code: 0889
Ref: 0000 1006 0234

Pay in-store at Australia Post,
online at auspost.com.au/postbillpay
or by phone 13 18 16.

Transcode Usercode Customer reference number
831 062074 000000010060234

POST billpay



3rd Instalment *889 0010060234



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Victorian Statewide Conveyancing Pty
Ltd
E-mail:
tania@victorianstatewide.com.au

Statement for property:
LOT 217 21 MAINSTONE STREET
DROUIN 3818
217 PS 838157

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
31T//00014/00018		16 FEBRUARY 2026	51450885

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Melbourne Water Corporation Total Service Charges	01/01/2026 to 31/03/2026	\$17.15
--	--------------------------	---------

(b) By South East Water

Subtotal Service Charges	\$17.15
---------------------------------	----------------

Arrears	\$51.05
----------------	----------------

TOTAL UNPAID BALANCE	\$68.20
-----------------------------	----------------

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



ASSET INFORMATION - SEWER & DRAINAGE

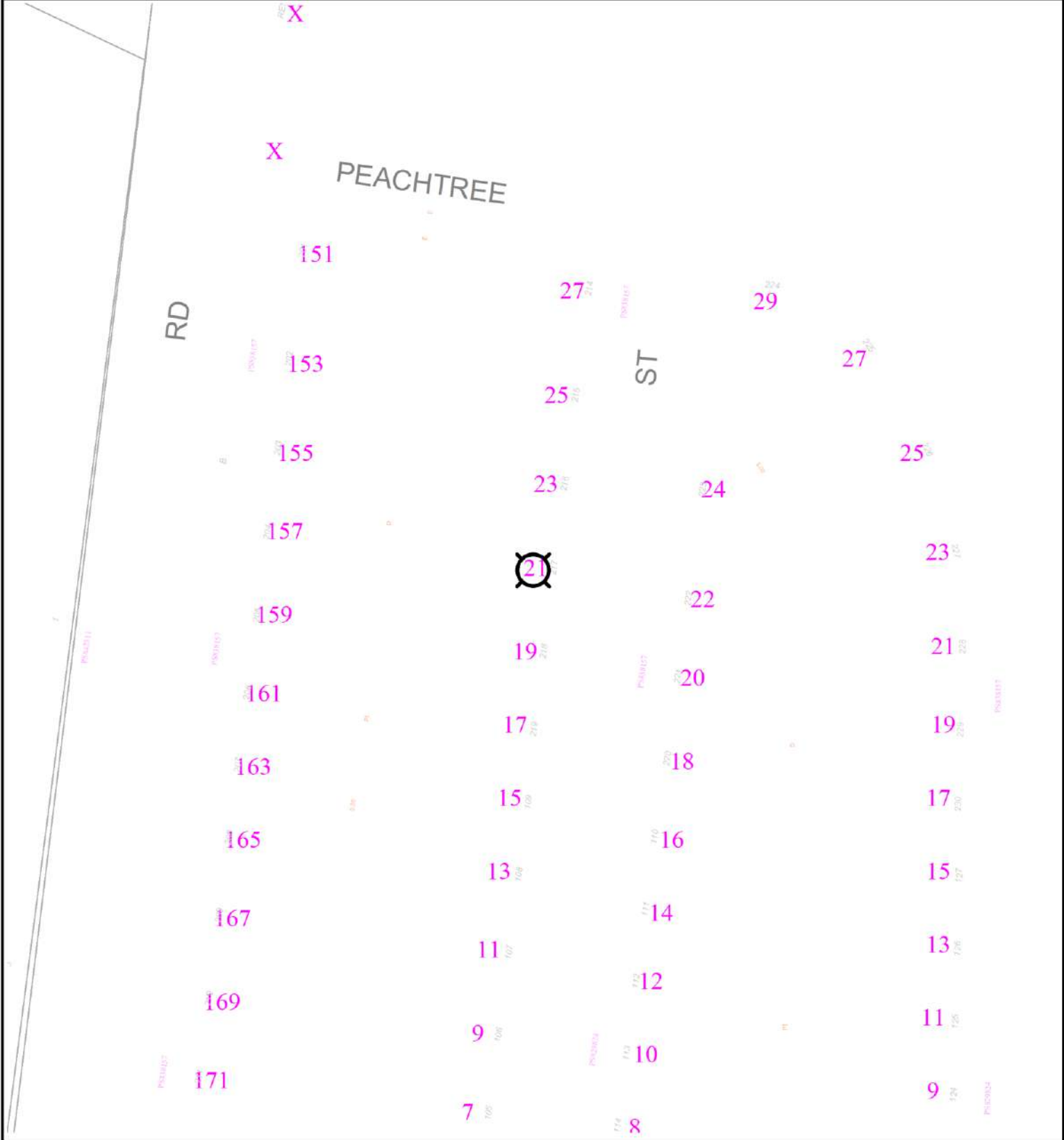
Property: Lot 217 21 MAINSTONE STREET DROUIN 3818



Case Number: 51450885



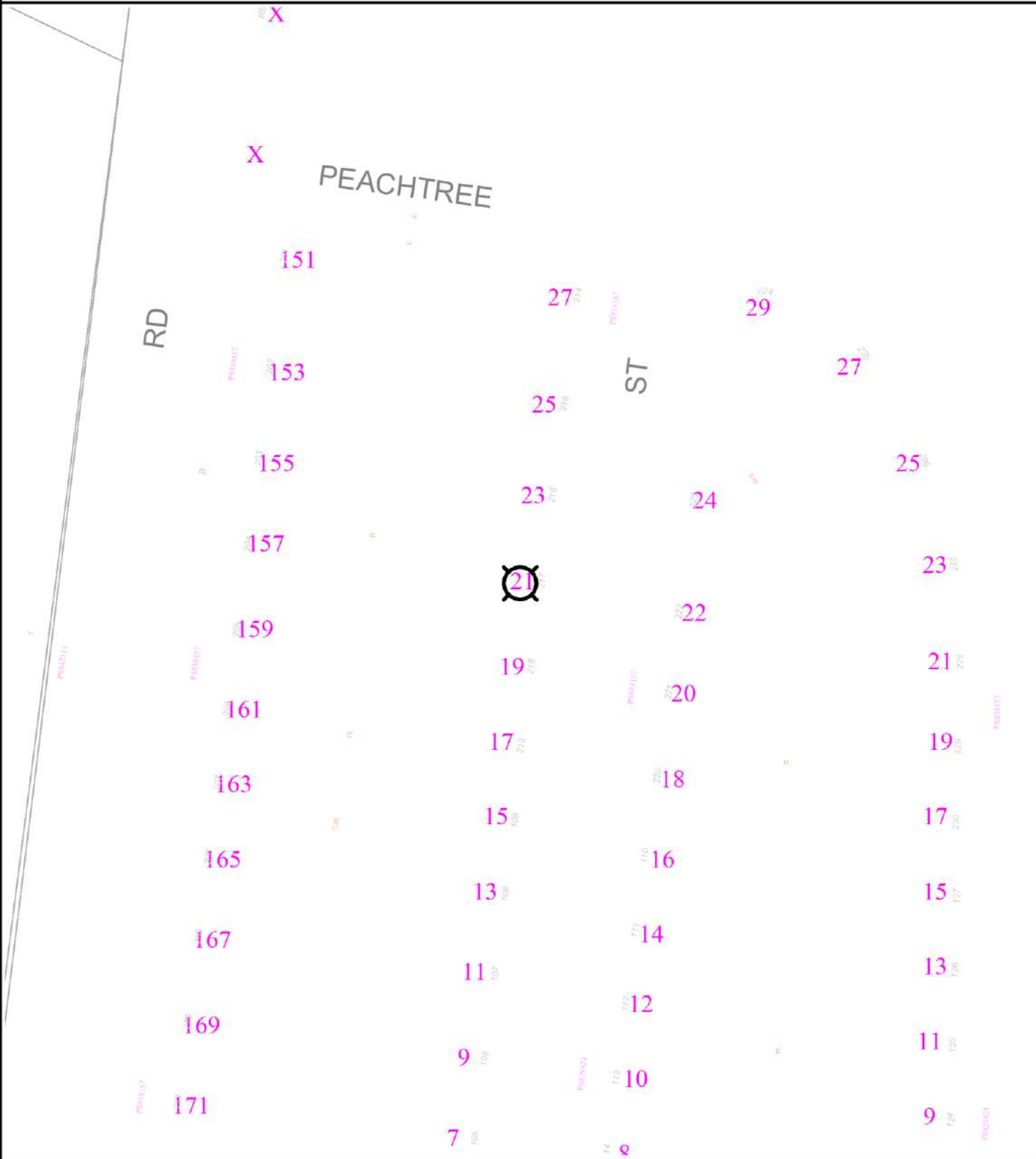
Date: 16FEBRUARY2026



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

Title/Road Boundary	Subject Property	Maintenance Hole	Abandoned Sewer
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft	
Easement	Direction of Flow	Offset from Boundary	

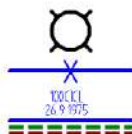
Melbourne Water Assets		
Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

- Title/Road Boundary
- - - Proposed Title/Road
- - - Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary



ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

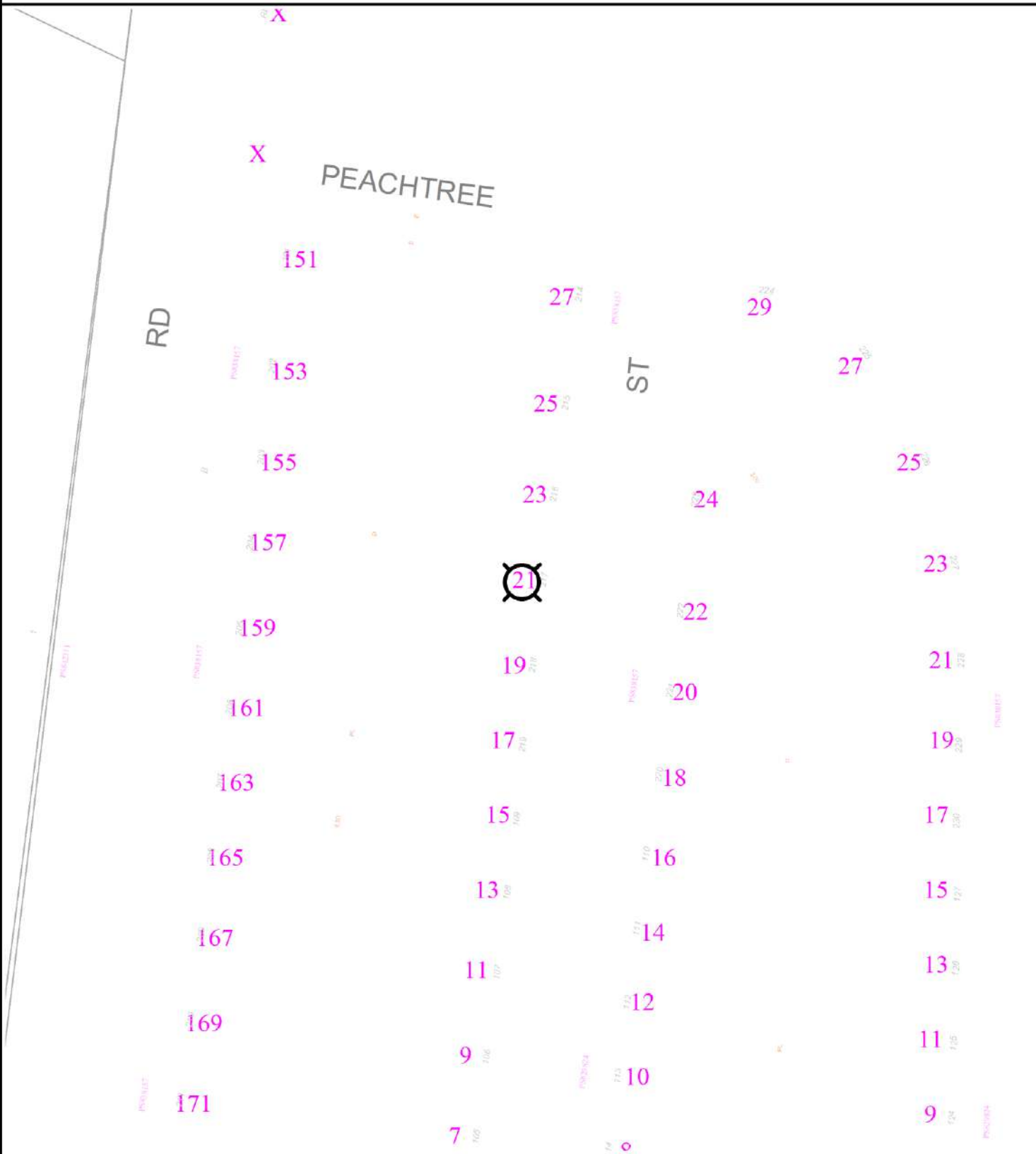
Property: Lot 217 21 MAINSTONE STREET DROUIN 3818



Case Number: 51450885



Date: 16FEBRUARY2026



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Recycled Water Main Valve		Fireplug/Washout
	Easement		Recycled Water Main & Services		Offset from Boundary



55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

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

INFORMATION STATEMENT

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

16 February 2026

Applicant Reference:
Reference:

20260362
02009370-02

Victorian Statewide Conveyancing
Suite 3 Level 1 58-60 Victor Cres
Narre Warren Vic 3805

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

Applicant: Victorian Statewide Conveyancing
Property Address: 21 Mainstone St Drouin Vic 3818
Certificate No: 172978

Please find enclosed:

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

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

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

Yours sincerely

Nigel Gerreyn
MANAGER PROPERTY SERVICES



55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

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

INFORMATION STATEMENT

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

Section 158 Statement

(Water Act 1989)

Date of Issue:	16/02/2026	Applicant Reference:	20260362
Certificate No:	172978	Reference:	02009370-02
Property Address:	21 Mainstone St Drouin Vic 3818		
Property Details:	Lot 217 Plan PS838157		
Settlement Date:	28/02/2026		

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

- ⇒ Vendor will be liable for any water/wastewater volumetric charges from last bill to settlement date.
- ⇒ This certificate has been produced for Sales Purposes only. Notification of sale particulars must be supplied two (2) working days prior to settlement to enable a final water meter reading to be scheduled, however a final meter reading will not be provided if the certificate is produced for Sale of Business purposes only.

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.



55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

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

INFORMATION STATEMENT

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

Financial Statement

Date of Issue: 16/02/2026 **Applicant Reference:** 20260362
Certificate No: 172978 **Reference:** 02009370-02

Property Address: 21 Mainstone St Drouin Vic 3818
Property Details: Lot 217 Plan PS838157
Settlement Date: 28/02/2026

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 Nov to 28 Feb

Financial Information:

Brought Forward Balance	0.00
Sewer Scheme Charges	0.00

Adjustable Charges:

Water Service Charges	64.69
Wastewater Service Charges	297.24
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	-361.93
Interest	0.00

Total Outstanding	0.00
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(Please note: CR denotes a credit)



Bill Code: 3475
REF: 3680 0002 0093 7002 6
Pay by savings or credit card

Gippsland Water Authorised Officer:

Date: 16 February 2026



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>



55 Hazelwood Rd
PO Box 348
Traralgon Vic 3844

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

INFORMATION STATEMENT

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

Important Information

Gippsland Water bill period:

Gippsland Water bills three times per year, for billing periods: 01/07 to 31/10, 01/11 to 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

Validity of the Information Statement:

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

Automatic eBilling Registration for new customers

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

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

Water Pipes

- Reticulation
- Distribution
- Transfer

Sewer Pipes

- Gravity
- Pressure
- Rising Main

House Discharge Line

- House Discharge Line

Symbols

- Maintenance Point
- Manhole
- Pipe End
- Collection Tank

Disclaimer: Gippsland Water does not warrant or make any representation or warrant the accuracy, scale or completeness of information in this 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.

FORM 2
Building Act 1993
Building Regulations 2018
Regulation 37(1)

BUILDING PERMIT

3665001727355

Issued to

Agent of owner	Metricon Homes Pty Ltd
Postal address	501 Blackburn Road, Mount Waverley VIC 3149
Email	mariacruickshank@metricon.com.au
Address for serving or giving documents	501 Blackburn Road, Mount Waverley VIC 3149
Contact person	Rea Cruickshank
Telephone	03 9915 5555

Ownership details

Owner	Mr Daniel Van Den Broek & Mrs Alysha Joyce Van Den Broek
Postal address	373 Heatherton Road, NARRE WARREN VIC 3805
Email	d.vanders@hotmail.com
Contact person	Mr Daniel Van Den Broek & Mrs Alysha Joyce Van Den Broek
Telephone	+61401835132

Property details

Lot	217
Number	21
Street/road	Mainstone Street
City/suburb/town	DROUIN
Postcode	3818
LP/PS	PS838157
Volume	12320
Folio	380
Crown allotment	Not applicable
Section	Not applicable
Parish	Not applicable
County	Not applicable
Municipal district	BAW BAW SHIRE

Builder

Name	Metricon Homes Pty Ltd
ACN	005 108 752
Building practitioner registration number	CDB-U 52967
Postal address	501 Blackburn Road, Mount Waverley Victoria 3149
Telephone	(03) 9915-5555

This builder is specified under section 24B(4) of the **Building Act 1993** for the building work to be carried out under this permit.

Natural person for service of directions, notices and orders

Name	Mario Biasin
Postal address	501 Blackburn Road, Mount Waverley Victoria 3149
Telephone	(03) 9915-5555

Building practitioner or architect engaged to prepare documents for this permit

Name	Metricon Homes Pty Ltd
Category/class	Domestic Builder Unlimited
Registration number	CDB-U 52967
Name	Tianyang Song
Category/class	
Registration number	PE0000610

Details of domestic building work insurance

Name of builder	Metricon Homes Pty Ltd
Name of issuer or provider	Insurance House Pty Ltd
Policy number	C643510
Policy cover	\$252,333.00

Nature of building work

Construction type	new building
Storeys contained	1
Version of BCA applicable to permit	2019 Amendment 1
Stage of building work permitted	0
Cost of building work	\$252,333.00
Total floor area of new building work in m ²	219 m ²

Building classification

Part of building	Single Storey Dwelling and Garage
BCA classification	1a(a), 10a

Prescribed reporting authorities

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to matters set out below:

Reporting authority	Matter reported on or consented to	Regulation number
Council	The location of the point of discharge from the allotment either within the allotment or at the allotment boundary	133(2) Building Regulations 2018

Protection work

Protection work is not required in relation to the building work proposed in this permit.

Inspection requirements

The mandatory notification stages required under sections 34 and 35 of the **Building Act 1993** are:

Building part	Inspections
Single Storey Dwelling and Garage	• pre slab: before placing a footing • steel: before pouring a footing or in situ reinforced concrete member • frame: on completion of the framework • final: on completion of all building work

Occupation or use of building

An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

Commencement and completion

This building work must commence by **8 October 2022**.

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the **Building Regulations 2018**.

This building work must be completed by **8 October 2023**.

If the building work to which this building permit applies is not completed by this date this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the **Building Regulations 2018**.

Conditions

This permit is subject to the following conditions:

Description	Performance or information required
General	The building work must be carried out in accordance with the building permit, endorsed plans, specifications, other documents and/or suitable equivalent to the satisfaction of the building inspector and/or the relevant building surveyor.
Encroachment	There must be no unauthorised encroachment of any part of the building work beyond the title boundary of the property.
Title	The owner(s) is/are responsible for obtaining any planning approvals for the building work and complying with their obligations under property law, including complying with any covenants, encumbrances or a section 173 of the Planning and Environment Act 1987 agreement on title.
Waterproofing — internal wet areas	Prior to or with an application for an occupancy permit, the builder must provide a waterproofing certificate satisfactory to the relevant building surveyor, including any manufacturer's details and warranties and proprietary systems used, that all wet areas have been waterproofed in accordance with AS3740–2010 Waterproofing of domestic wet areas.
Glazing	Prior to or with an application for an occupancy permit, the builder must provide a certificate of compliance satisfactory to the relevant building surveyor indicating that the glass has been installed in accordance with the endorsed drawings and specifications and AS1288 Set–2006 Glass in buildings Set or AS2047–2014 Windows and external glazed doors in buildings, and if the property is in a designated bushfire-prone area, AS3959–2018 Construction of buildings in bushfire-prone areas, in respect of all glazing, including balustrading, doors, windows and screens.
Electrical certificates	Prior to or with an application for an occupancy permit, the builder must provide a certificate of electrical safety satisfactory to the relevant building surveyor for prescribed electrical installations or non-prescribed electrical installations, as applicable.
Plumbing certificates	Prior to or with an application for an occupancy permit, the builder must provide plumbing compliance certificates satisfactory to the relevant building surveyor for all applicable plumbing work (including referencing any performance solutions used) as follows: • roof plumbing • sanitary plumbing • drainage (below ground sewer) • drainage (below ground stormwater) • cold water plumbing • hot water plumbing • gasfitting
Frame inspection documentation — roof trusses	Prior to booking a frame inspection, the builder must provide roof truss computations, certification and layouts satisfactory to the relevant building surveyor.

FORM 16
Building Act 1993
Building Regulations 2018
Regulation 192**OCCUPANCY PERMIT**
3665001727355**Property details**

Lot	217
Number	21
Street/road	Mainstone Street
City/suburb/town	DROUIN
Postcode	3818
LP/PS	PS838157
Volume	12320
Folio	380
Crown allotment	Not applicable
Section	Not applicable
Parish	Not applicable
County	Not applicable
Municipal district	BAW BAW SHIRE

Building permit details

Building permit number	3665001727355
Version of BCA applicable to building permit	2019 Amendment 1

Building details

Building to which permit applies	Single Storey Dwelling and Garage
Permitted use	Domestic
BCA class of building	1a(a), 10a
Maximum permissible floor live load	1.5
Maximum number of people to be accommodated	Not applicable
Storeys contained	1

Reporting authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting authority	Matter reported on or consented to	Relevant regulation number
Council	The location of the point of discharge from the allotment either within the allotment or at the allotment boundary	133(2) Building Regulations 2018

Conditions to which this permit is subject

Occupation is subject to the following conditions:

Not applicable.

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant building surveyor

Name	Group Four Building Surveyors Pty Ltd
ACN	158 953 425
Address	Level 4, 10 Nexus Court, Mulgrave VIC 3170
Email	enquiries@groupfour.com.au
Building practitioner registration number	CBS-U 58099

Designated building surveyor

Name	David Madeira
Building practitioner registration number	BS-U 27484
Occupancy permit number	3665001727355
Date of issue	14 June 2022
Date of final inspection	14 June 2022

Signature





Domestic Building Insurance

Certificate of Insurance

Daniel Van Den Broek, Alysha Joyce Van Den Broek

**373 Heatherton Road
NARRE WARREN
VIC 3803**

Policy Number:

C643510

Policy Inception Date:

16/09/2021

Builder Account Number:

007458

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **Lot 217 Mainstone Street DROUIN VIC 3818 Australia**

Carried out by the builder: **METRICON HOMES PTY LTD**

Builder ACN: **005108752**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Daniel Van Den Broek, Alysha Joyce Van Den Broek**

Pursuant to a domestic building contract dated: **15/09/2021**

For the contract price of: **\$ 252,333.00**

Type of Cover: **Cover is only provided if METRICON HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.



Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

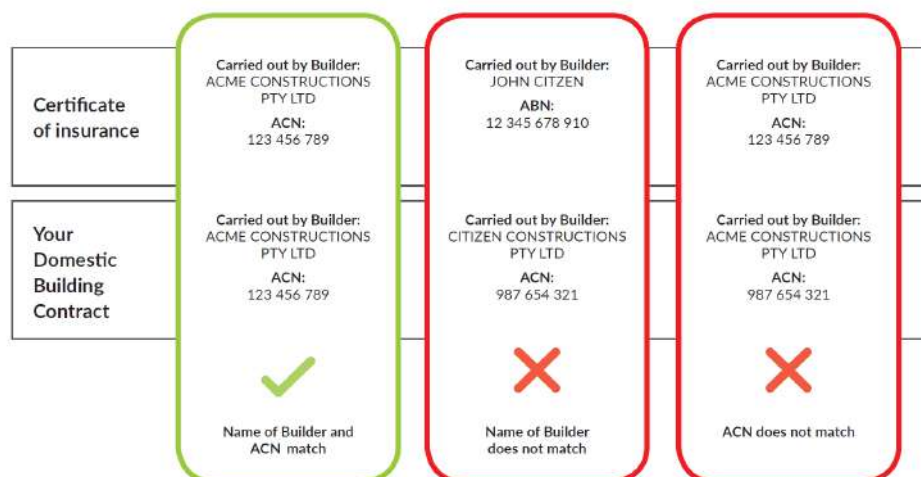
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$898.00
GST:	\$89.80
Stamp Duty:	\$98.78
Total:	\$1,086.58

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some example of what to look for



PROPERTY REPORT

21 Mainstone Street, Drouin Vic 3818

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION
Lot 217 PS838157

ORIENTATION
West

LOCAL GOVERNMENT (COUNCIL)
Baw Baw

FRONTAGE
16.17m Approx

LEGAL DESCRIPTION
217\PS838157

ZONES
UGZ - Urban Growth Zone - Schedule 2

COUNCIL PROPERTY NUMBER
34800

OVERLAYS
DCPO - Development Contributions Plan Overlay - Schedule 1

LAND SIZE
525m² Approx

State Electorates

LEGISLATIVE COUNCIL
Eastern Victoria Region

LEGISLATIVE ASSEMBLY
Narracan District

Schools

CLOSEST PRIVATE SCHOOLS
St Ita's School (4951 m)
Chairo Christian School (6689 m)
Chairo Christian School - Drouin East Campus (7305 m)

CLOSEST PRIMARY SCHOOLS
Drouin Primary School (4566 m)

CLOSEST SECONDARY SCHOOLS
Drouin Secondary College (5585 m)

Burglary Statistics

POSTCODE AVERAGE
1 in 91 Homes

STATE AVERAGE
1 in 76 Homes

COUNCIL AVERAGE
1 in 80 Homes

Council Information - Baw Baw

PHONE
03 5624 2411 (Baw Baw)

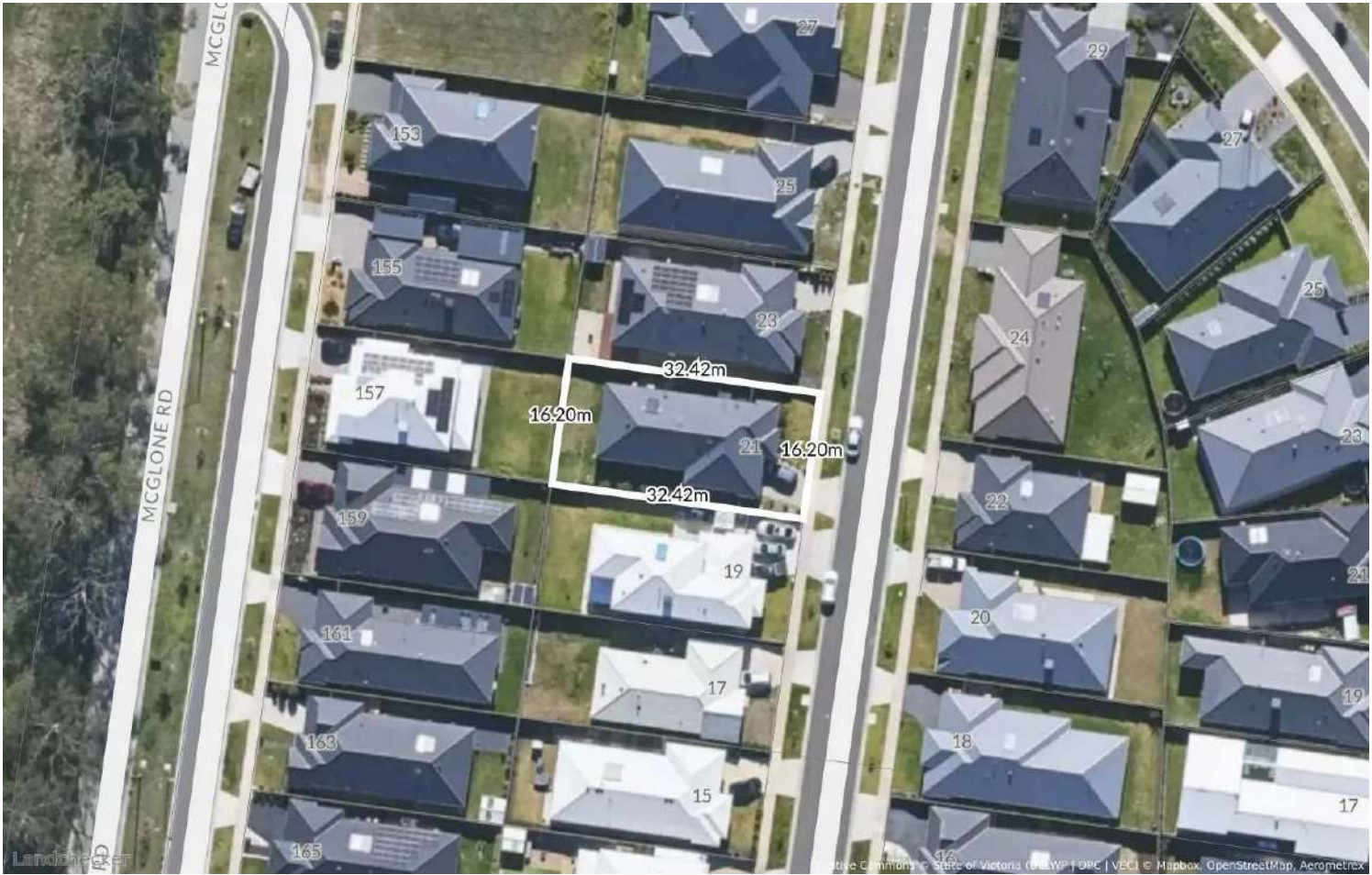
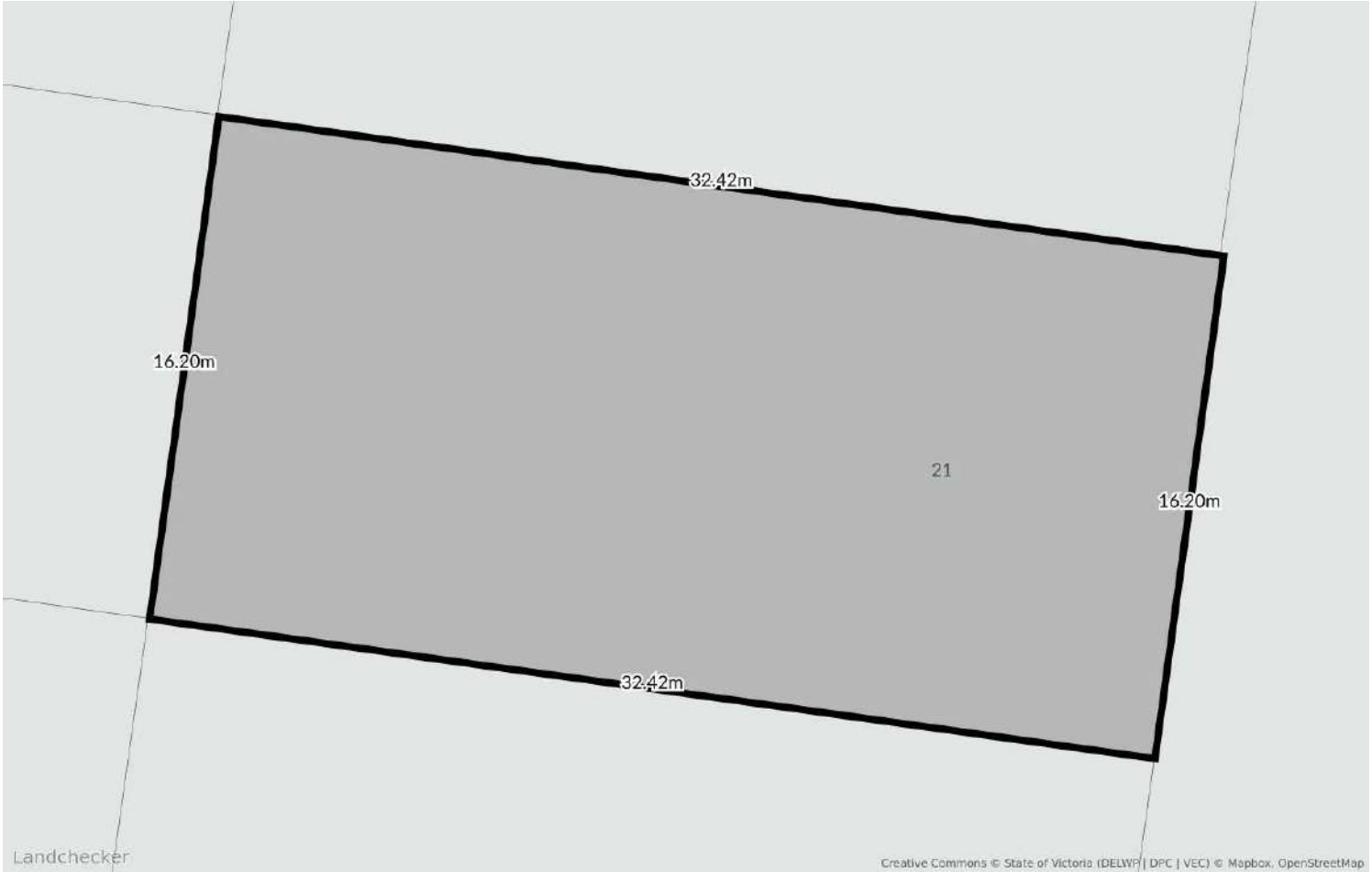
EMAIL
bawbaw@bawbawshire.vic.gov.au

WEBSITE
<http://www.bawbawshire.vic.gov.au/>



SITE DIMENSIONS

21 Mainstone Street, Drouin Vic 3818



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

Status	Code	Date	Description
APPROVED	VC271	05/02/2026	The amendment supports the provision of energy-related infrastructure by facilitating the creation of new smaller lots for utility installations that transmit, distribute or store electricity in the Farming Zone and Rural Activity Zone.
APPROVED	VC296	04/02/2026	Amendment VC296 reinstates the operation of the existing coronavirus (COVID-19) pandemic and recovery exemption planning provisions until 30 June 2027.
APPROVED	VC294	04/02/2026	Amendment VC294 reforms sign provisions to exempt specified signs from planning permit requirements and remove mandatory permit expiration dates for most signs.
APPROVED	VC265	03/02/2026	Amendment VC265 makes corrections and updates to the Victoria Planning Provisions and all planning schemes to ensure they are current and accurate.
APPROVED	VC278	22/12/2025	Amendment VC278 applies Significant Landscape Overlays (SLOs) to 17 waterways within the Yarra (Birrarung) and Waterways of the West catchments. The controls preserve the unique landscape character, cultural values, amenity and ecological health of each waterway. The amendment also strengthens state policy for waterways and includes updates to existing SLOs within the Waterways of the West and Rivers of the Barwon catchments.
APPROVED	VC283	21/12/2025	The Amendment changes the Victoria Planning Provisions and all planning schemes in Victoria to implement Plan for Victoria (Department of Transport and Planning, 2025), update and introduce policy, remove reference to Plan Melbourne 2017-2050: Metropolitan Planning Strategy and make general drafting improvements and clarifications.
APPROVED	VC292	21/12/2025	Amendment VC292 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to include reference to the Neighbourhood Character Overlay (NCO) in the 'Application' section of clause 54 that was inadvertently omitted by Amendment VC282.
APPROVED	VC289	21/12/2025	Amendment VC289 introduces a planning permit requirement to remove, destroy or lop a canopy tree in residential areas at clause 52.37 (Canopy trees) into the Victoria Planning Provisions (VPP) and all planning schemes. Minimum canopy tree replacement requirements will apply to an application to remove a canopy tree. The amendment is required to implement Action 12 of Plan for Victoria to protect and enhance canopy trees.
APPROVED	VC282	21/12/2025	The amendment changes the Victoria Planning Provisions and all planning schemes in Victoria by introducing a new clause 54 (One dwelling on a lot or a small second dwelling on a lot), making consequential changes to give

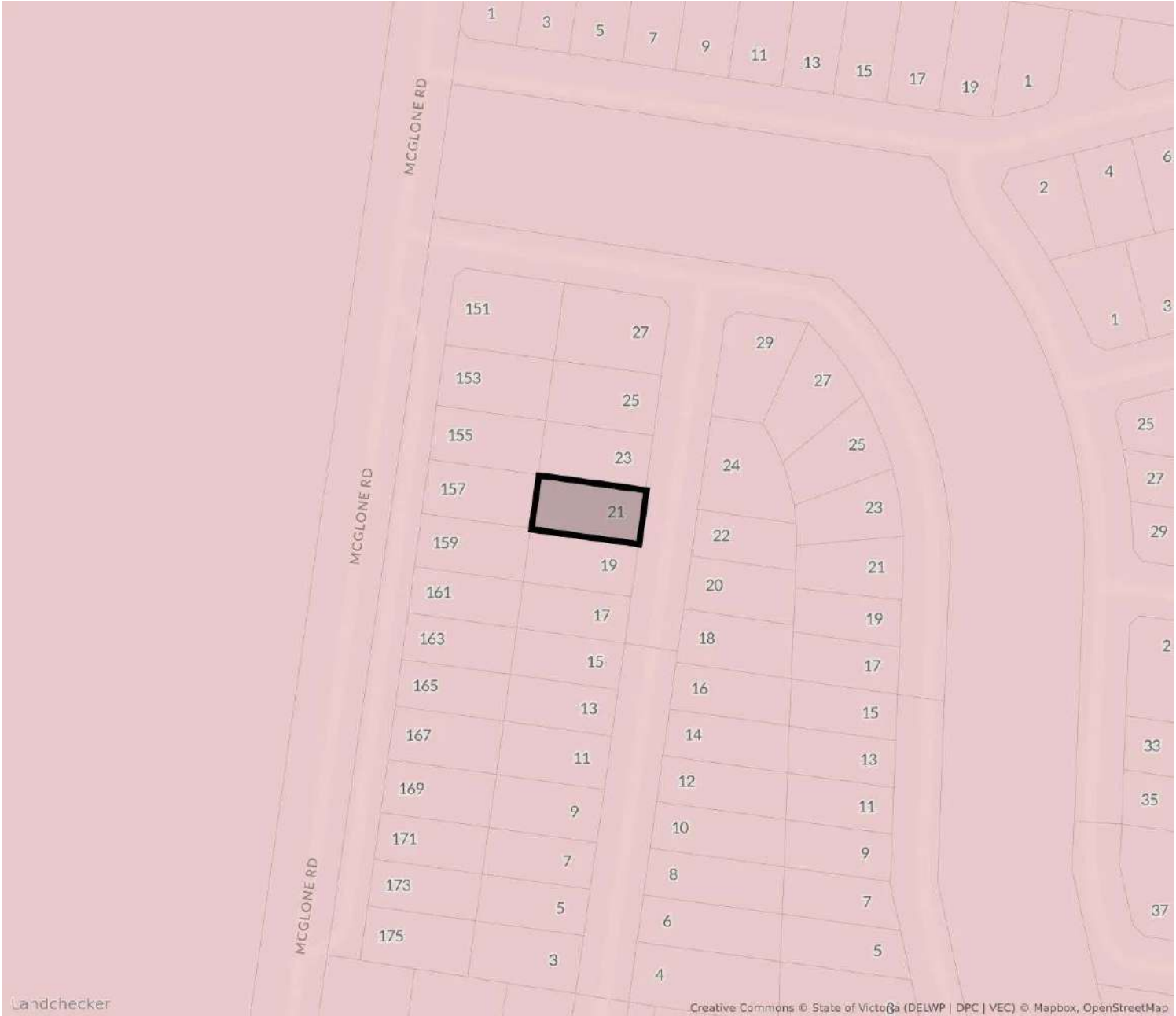
Status	Code	Date	Description
			effect to the new residential development planning assessment provision and correcting technical errors made by Amendment VC267.
APPROVED	VC288	21/12/2025	The amendment extends the streamlined VicSmart assessment process to include planning permit applications for the construction of two dwellings on a lot and the subdivision of land into two lots.
APPROVED	VC277	17/12/2025	Amendment VC277 amends car parking requirements to align car parking rates with demand and reduce the number of car parks required in locations well-serviced by public transport.
APPROVED	VC298	24/11/2025	Amendment VC298 updates Clause 52.03 to reflect the Level Crossing Removal Project?s (LXRP) name change to Victorian Infrastructure Delivery Authority (VIDA) Rail and expand the clause?s application to projects carried out by or on behalf of VIDA Rail. The amendment also updates reference to the Guidelines for removal, destruction or lopping of native vegetation (DEECA, 2025).
APPROVED	VC301	20/11/2025	Amendment VC301 corrects Clause 52.37 table of permit exemptions to ensure public authorities and municipal councils do not require a permit to remove, destroy or lop a canopy tree to construct or maintain the transport system.
APPROVED	VC268	19/11/2025	Amendment VC268 is required to give effect to the Victorian Transmission Plan and update strategies to facilitate renewable energy development in declared renewable energy zones. Changes to references to the Climate Action Act 2017 are required to ensure that planning schemes are accurate.
APPROVED	VC297	18/11/2025	Amendment VC297 creates an efficient approvals pathway for permits to facilitate the assessment of minor projects to support the delivery of the broader Suburban Rail Loop Authority transport program, including Suburban Rail Loop East.

PROPOSED PLANNING SCHEME AMENDMENTS

No proposed planning scheme amendments for this property

ZONES

21 Mainstone Street, Drouin Vic 3818



UGZ2 - Urban Growth Zone - Schedule 2

- To implement the Municipal Planning Strategy and the Planning Policy Framework.
- To manage the transition of non-urban land into urban land in accordance with a precinct structure plan.
- To provide for a range of uses and the development of land generally in accordance with a precinct structure plan.
- To contain urban use and development to areas identified for urban development in a precinct structure plan.
- To provide for the continued non-urban use of the land until urban development in accordance with a precinct structure plan occurs.
- To ensure that, before a precinct structure plan is applied, the use and development of land does not prejudice the future urban use and development of the land.

VPP 37.07 Urban Growth Zone

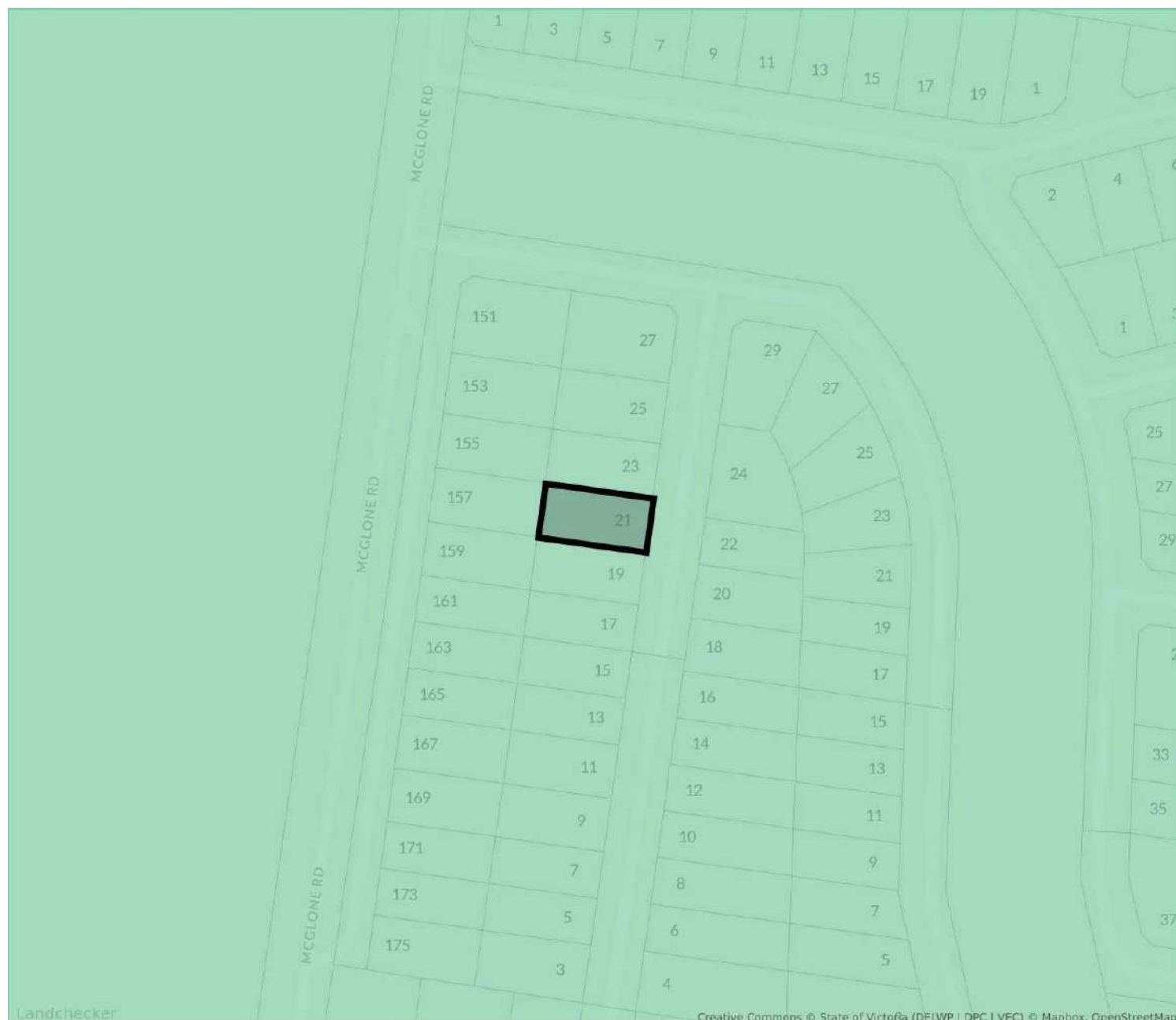
Plan 1 shows the future urban structure proposed in the Drouin Precinct Structure Plan. Plan 1 to Schedule 2 to Clause 37.07

LPP 37.07 Schedule 2 To Clause 37.07 Urban Growth Zone

For confirmation and detailed advice about this planning zone, please contact BAW BAW council on 03 5624 2411.



OVERLAYS



DCPO3 - Development Contributions Plan Overlay - Schedule 3

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

[VPP 45.06 Development Contributions Plan Overlay](#)

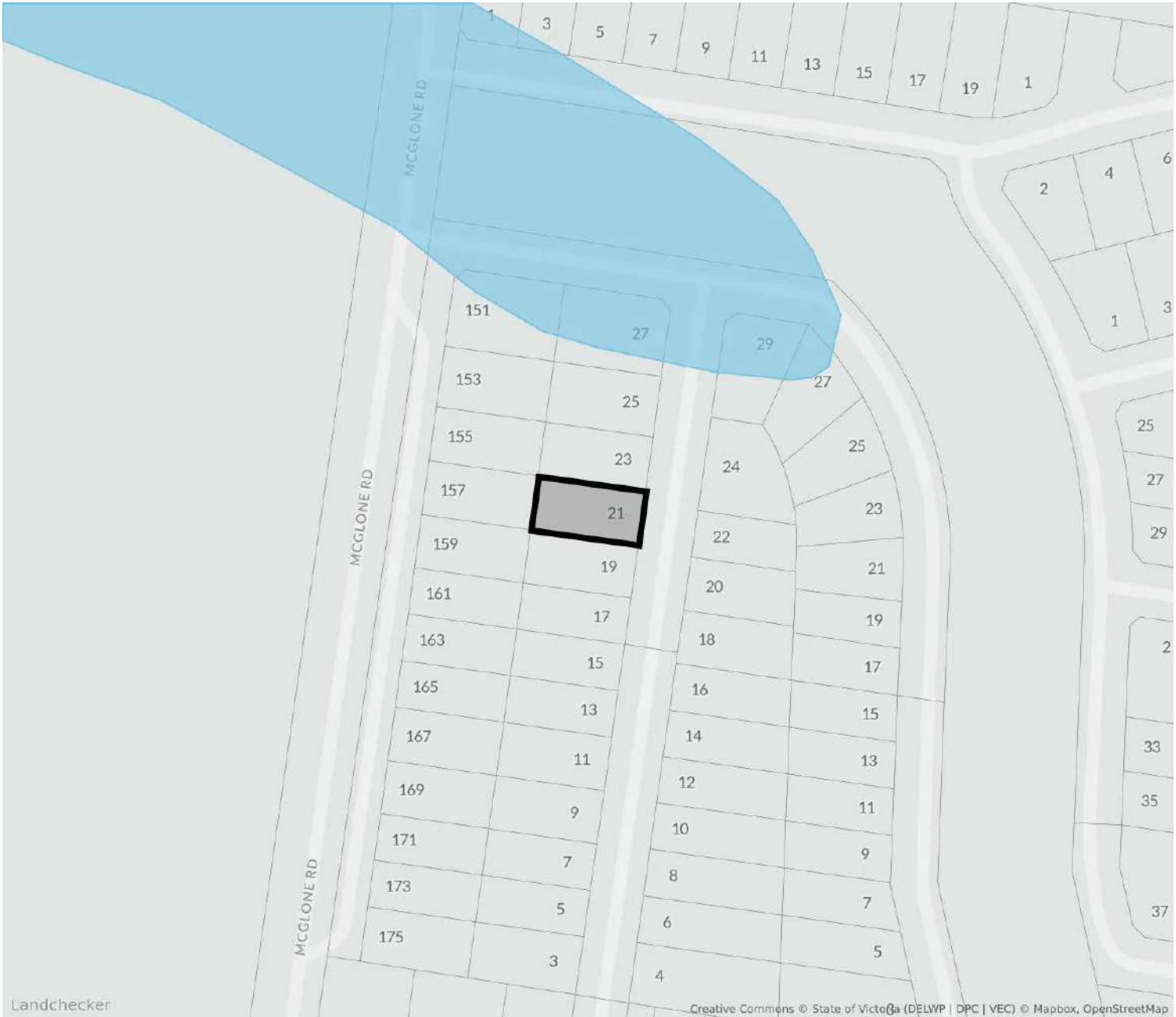
All land within the Drouin Development Contributions Plan area shown as DCPO3 on the planning scheme maps.

[LPP 45.06 Schedule 3 To Clause 45.06 Development Contributions Plan Overlay](#)

For confirmation and detailed advice about this planning overlay, please contact BAW BAW council on 03 5624 2411.

NEARBY OVERLAYS

21 Mainstone Street, Drouin Vic 3818

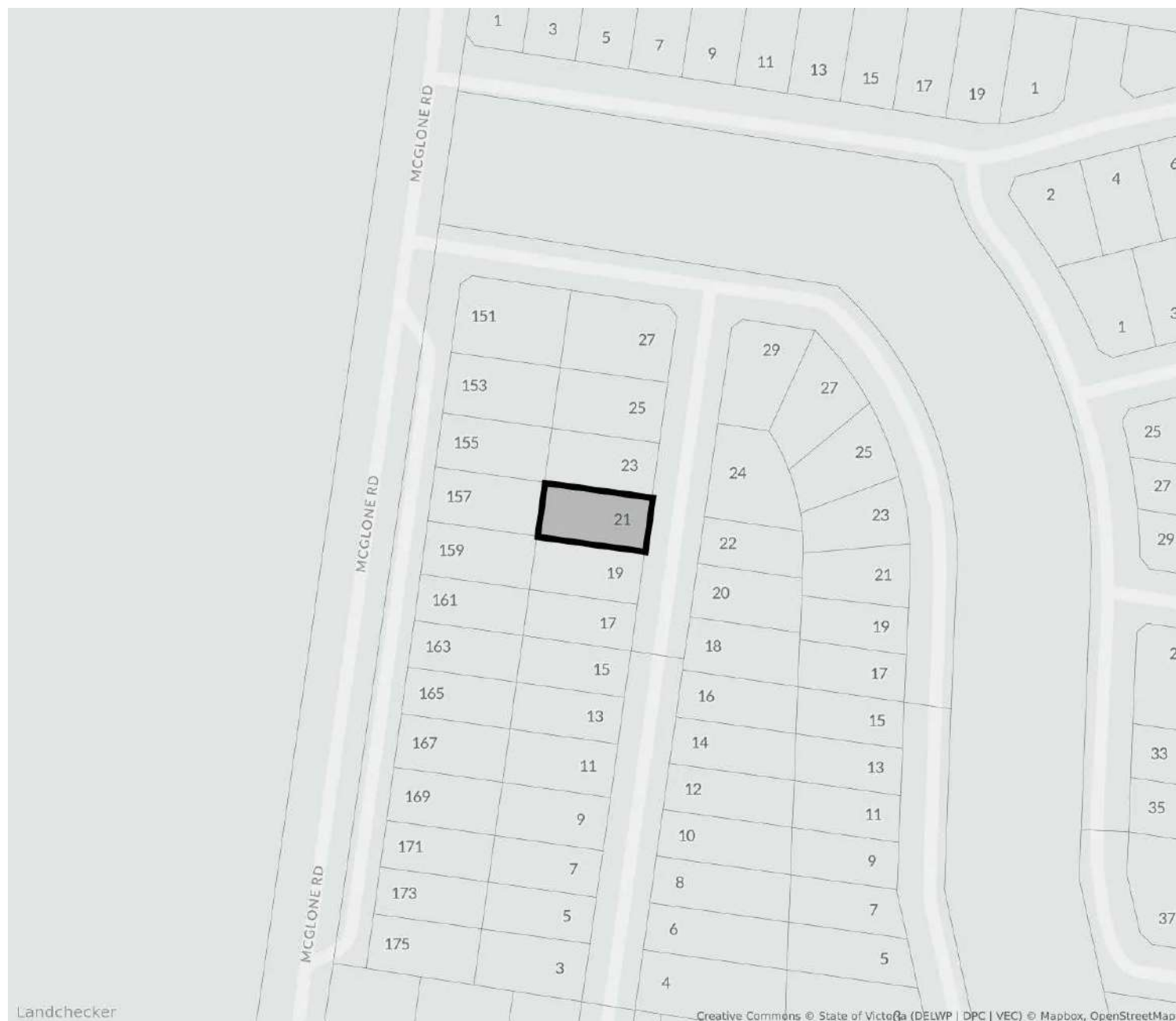


FO - Floodway Overlay

For confirmation and detailed advice about this planning overlay, please contact BAW BAW council on 03 5624 2411.

CULTURAL HERITAGE SENSITIVITY

21 Mainstone Street, Drouin Vic 3818



Aboriginal Cultural Heritage Sensitivity

This property is not within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact BAW BAW council on 03 5624 2411.

FLOOD

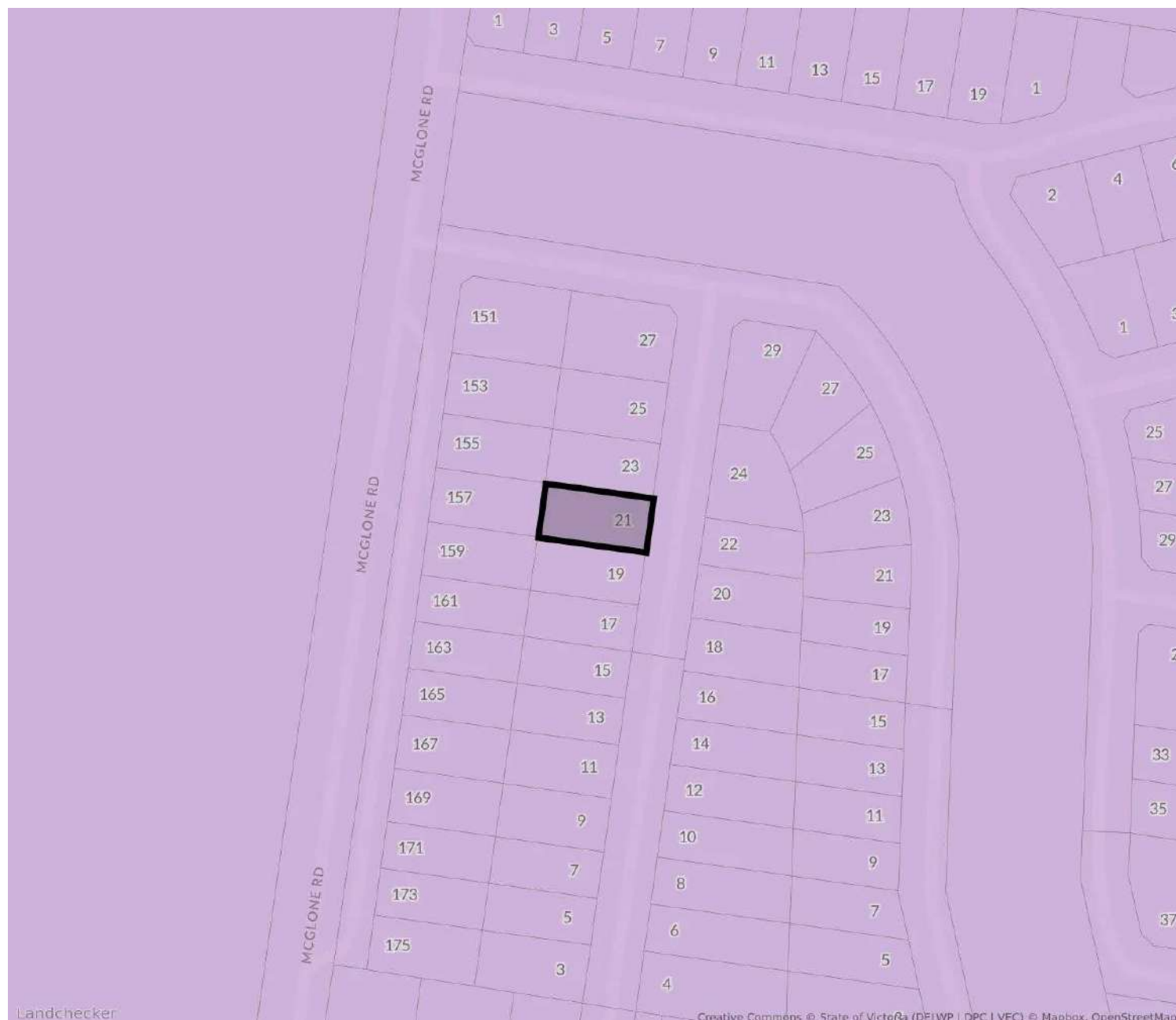
21 Mainstone Street, Drouin Vic 3818



Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning FO	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning FO1	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning FO2	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning FO3	Unaffected	State	29/12/2025



Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning LSIO	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning LSIO1	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning LSIO2	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning LSIO3	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning LSIO4	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning RFO	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning SBO	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning SBO1	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning SBO2	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning SBO3	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning UFZ	Unaffected	State	29/12/2025



For confirmation and detailed advice about this bushfire prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BPA	Affected	State	29/12/2025
Department of Environment, Land, Water and Planning BMO	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning BMO1	Unaffected	State	29/12/2025
Department of Environment, Land, Water and Planning BMO2	Unaffected	State	29/12/2025

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BMO3	Unaffected	State	29/12/2025

LANDSLIDE

21 Mainstone Street, Drouin Vic 3818



Landslide Prone Area

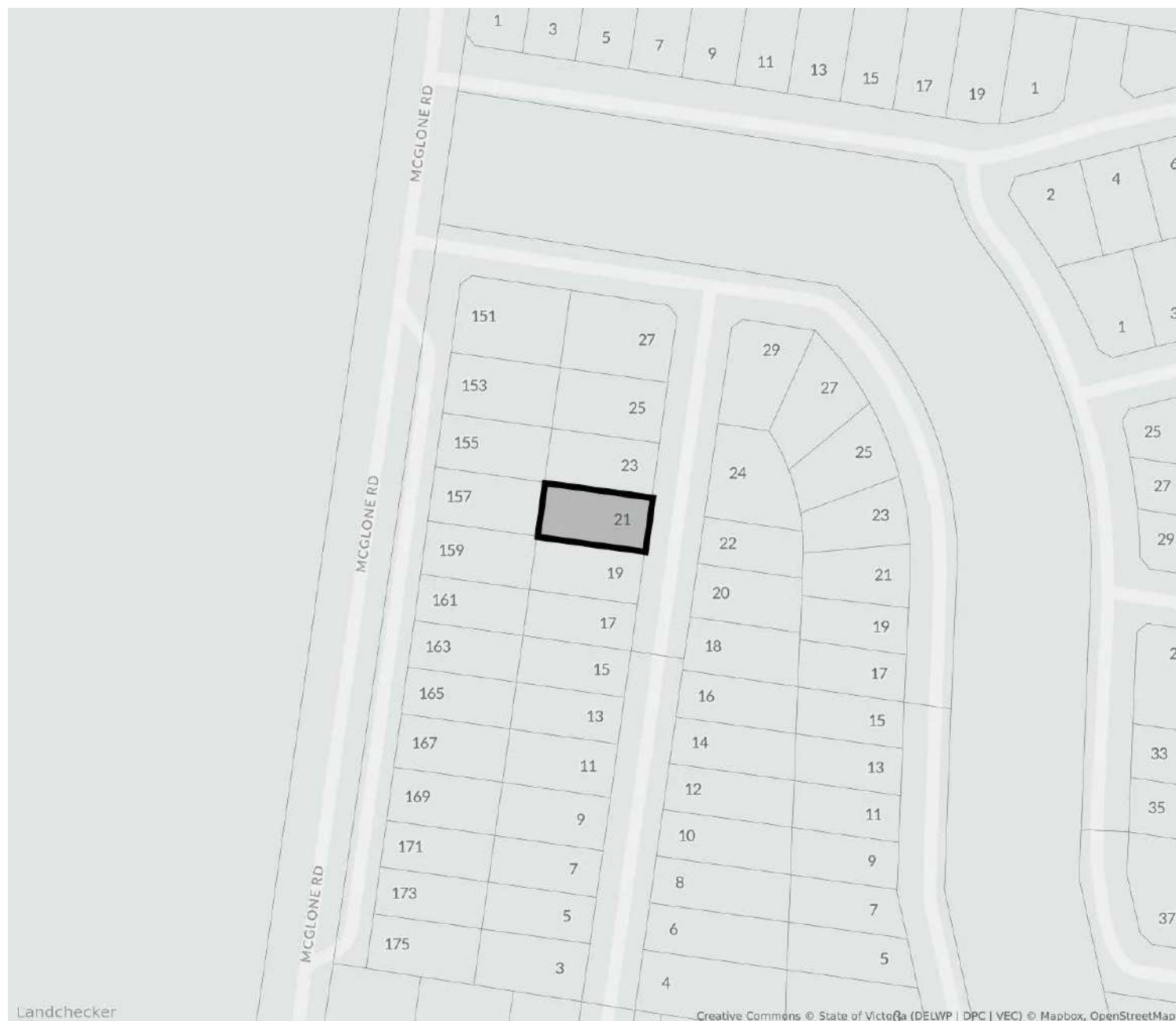
This property is not within a zone classified as a landslide prone area.
For confirmation and detailed advice about this landslide prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO	Unaffected	State	22/12/2025
Department of Environment, Land, Water and Planning EMO1	Unaffected	State	22/12/2025
Department of Environment, Land, Water and Planning EMO2	Unaffected	State	22/12/2025
Department of Environment, Land, Water and Planning EMO3	Unaffected	State	22/12/2025

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO4	Unaffected	State	22/12/2025
Department of Environment, Land, Water and Planning EMO5	Unaffected	State	22/12/2025
Department of Environment, Land, Water and Planning EMO6	Unaffected	State	22/12/2025

ACID SULFATE

21 Mainstone Street, Drouin Vic 3818



No Acid Sulfate

This property has no coverage.

For confirmation and detailed advice about acid sulfate soil management requirements, please contact the relevant source authority.

MINE SUBSIDENCE

21 Mainstone Street, Drouin Vic 3818



Not A Mine Subsidence Area

This property has no coverage.

For confirmation and detailed advice about mine subsidence requirements, please contact the relevant source authority.

PLANNING PERMIT HISTORY

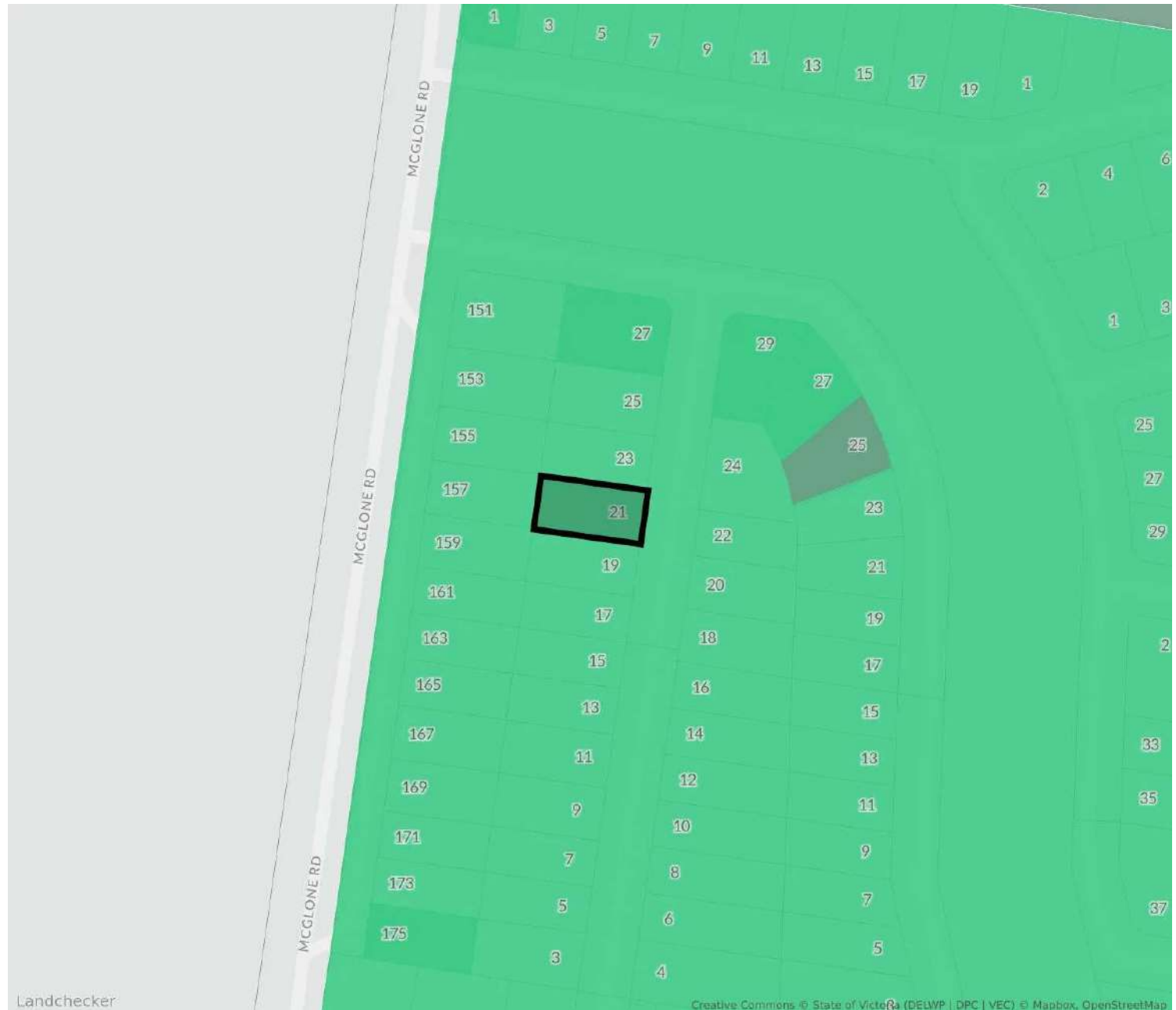
21 Mainstone Street, Drouin Vic 3818



No planning permit data available for this property.

NEARBY PLANNING PERMITS

21 Mainstone Street, Drouin Vic 3818



Status	Code	Date	Address	Description
APPROVED	AMDO072/20	Received 15/12/2020	<u>175 Mcglone Road, Drouin</u>	Delete conditions 7 and 9 of pla0382/16.
APPROVED	PLA0113/22	Received 05/05/2022	<u>27 Mainstone Street, Drouin</u>	Development of a dwelling.
APPROVED	PLA0125/22	Received 23/05/2022	<u>1 Open Drive, Drouin</u>	Development of a dwelling.
APPROVED	PLA0127/22	Received 20/05/2022	<u>115 Mcglone Road, Drouin</u>	Staged multi-lot subdivision; removal of native vegetation; creation and alteration of access (s) to a road in a transport zone 2; subdivision of land adjacent to a road in a transport zone 2 and associated works in accordance with the endorsed plans.
OTHER	PLA0210/21	Received 20/08/2021	<u>25 Peachtree Drive, Drouin</u>	Require a planning permit for a Flood overlay **Duplicate application - charges already journalled**
APPROVED	PLA0211/21	Received	<u>25 Peachtree Drive, Drouin</u>	Buildings and works to construct a dwelling and

Status	Code	Date	Address	Description
		20/08/2021	<u>29 Peachtree Drive, Drouin</u>	associated works and fencing.
OTHER	PLA0280/20	Received 18/11/2020	<u>115 Mcglone Road, Drouin</u>	Multi-lot staged subdivision.
APPROVED	PLA0314/22	Received 08/12/2022	<u>27 Peachtree Drive, Drouin</u>	Development of a dwelling.
APPROVED	PLA0321/21	Received 28/10/2021	<u>175 Mcglone Road, Drouin</u>	Multi lot subdivision and associated works in accordance with the endorsed plans.
APPROVED	PLA0382/16	Received 08/12/2016	<u>175 Mcglone Road, Drouin</u>	175 mcglone road - the fairways multi lot subdivision in stages and associated works, in accordance with the endorsed plans.

For confirmation and detailed advice about this planning permits, please contact BAW BAW council on 03 5624 2411.

EASEMENTS

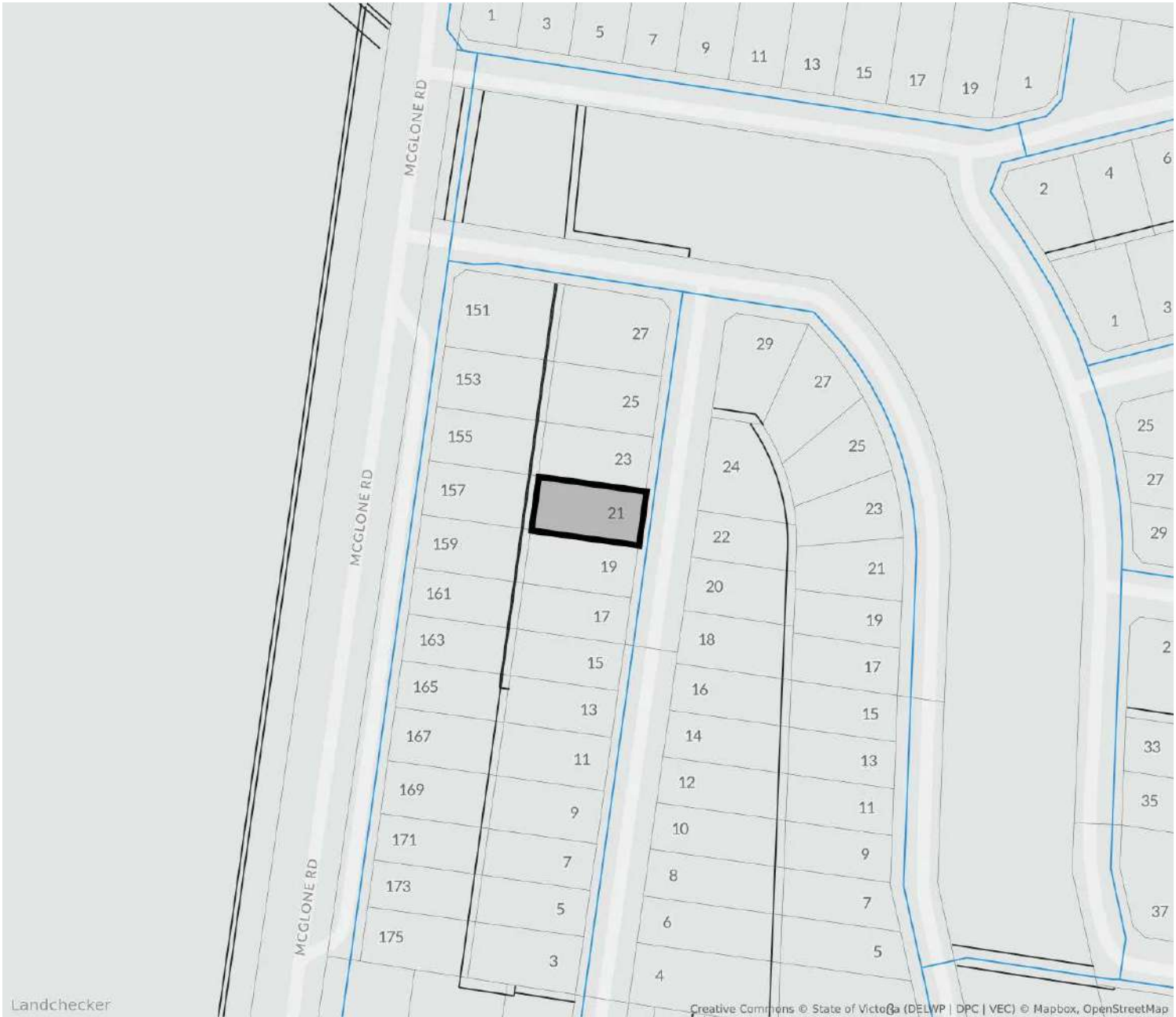
21 Mainstone Street, Drouin Vic 3818



No easements for this property

NEARBY EASEMENTS

21 Mainstone Street, Drouin Vic 3818



Water
Gippsland Water

Others
Department of Environment, Land, Water and Planning

The easement(s) displayed is indicative only and may represent a subset of the total easements.
For confirmation and detailed advice about the easement(s) nearby this property, please contact the relevant source authority.

TERMS AND CONDITIONS

21 Mainstone Street, Drouin Vic 3818

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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 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.

- 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 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.

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.

Growth areas

Are you moving to a growth area?

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

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.

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.

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.

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.

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