

CONTRACT FOR THE SALE AND PURCHASE OF LAND

PROPERTY
11 Ajax Street, Drouin VIC 3818



admin@sfconvey.com
(03) 8521 1375

ABN: 64 158 634 514
Office – 6A Victoria Street, Warragul
(upstairs and by appointment only)
Post – PO Box 319, Warragul 3820

straightforwardconveyancing.com.au

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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Contract of Sale of Land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:

..... on / /

..... on / /

Print name(s) of person(s) signing:

State nature of authority, if applicable: _____

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

SIGNED BY THE VENDOR:

..... on / /

..... on / /

Print name(s) of person(s) signing:

Michael Ian Anthony Clark

State nature of authority, if applicable: _____

The **DAY OF SALE** is the date by which both parties have signed this contract.

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You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you

Particulars of sale**Vendor's estate agent**

Name: Chenz Realty

Address: Shopping Plaza, Shop 1C, Victoria Street, Warragul VIC 3820

Email: vince.digrazia@chenzrealty.com.au

Tel: 03 5625 1033 Mob: 0433 921 581 Fax: Ref: Vince Di Grazia

Vendor

Name: Michael Ian Anthony Clark

Address: 1 Alexandra Court, Knoxfield VIC 3180

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Straightforward Conveyancing Pty Ltd

Address: 6a Victoria Street, Warragul VIC 3820
PO Box 319, Warragul VIC 3820

Email: jackie@sfconvey.com

Tel: (03) 8521 1375 Mob: Fax: Ref: 3894

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11241 Folio 081	65	PS 631956N

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: 11 Ajax Street, Drouin VIC 3818

Goods sold with the land (general condition 6.3(f)) (list or attach schedule)

All fixtures and fittings of a permanent nature are included in the sale unless otherwise specified below.

Payment (general condition 11)

Price \$ _____

Deposit \$ _____ by _____ (of which _____ has been paid)

Balance \$ _____ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 13)

~~The price includes GST (if any) unless the words 'plus GST' appear in this box~~

~~If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words 'farming business' or 'going concern' in this box~~

~~If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box~~

Settlement (general condition 17)

is due on ____/____/____

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 5.1.

SUBJECT TO LEASE

If '**subject to lease**' then particulars of the lease are*:

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

☐ *residential tenancy agreement for a fixed term ending on ____/____/____

OR

☒ *periodic residential tenancy agreement determinable by notice

OR

☐ *lease for a term ending on ____/____/____ with [____] options to renew, each of [____] years.

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions byway of special conditions.

Loan

- ☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____

Loan amount: \$ _____ Approval date: ____/____/____

Building report

- ☐ General Condition 21 applies only if the box is checked

Pest report

- ☐ General Condition 22 applies only if the box is checked

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

See attached

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words 'special conditions' appear in this box.

SPECIAL CONDITIONS

Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number

1. Guarantee

- 1.1 If the purchaser is a proprietary limited company ("corporation"), the purchaser will procure the execution of the attached guarantee by each of the directors of the corporation at the time of signing this contract by the purchaser;
- 1.2 If any director of the corporation does not sign the attached guarantee at the time of the signing of this contract by the purchaser, a director subsequently requested to execute the attached guarantee must do so within seven days of the request;
- 1.3 If any person required to execute the guarantee fails to do so, the vendor may rescind this contract by written notice to the purchaser. Time will be of the essence of this special condition.

2. No Warranties

The Purchaser acknowledges that:

- a. having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that he is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.
- b. there are no conditions, warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induced the Purchaser to enter into this Contract. The Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and or its servants or agents from any claims or demands in respect thereof.

3. Identity of the land mistakes and omissions

An omission or mistake in the description, measurements or area of the land does not invalidate the sale and the purchaser cannot make any objection or claim for compensation for any alleged mis-description of the property or any deficiency in its area or measurements; or require the vendor to amend title or pay any cost of amending title.

4. Property - Purchaser acknowledgements

- 4.1 The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:
 - a. In its present condition and state of repair;
 - b. Subject to all defects latent and patent;
 - c. Subject to any infestations and dilapidation;
 - d. Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
 - e. Subject to any non-compliance with the Victorian Building Regulations, Plumbing Industry, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed.
- 4.2 The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause. Any failure to comply with any one or more of the above laws or regulations shall not be deemed to constitute as a defect in the Vendors title and the purchaser shall not require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections, including any outstanding sanitary plumbing works or any requirement to fence any pool or spa or install smoke detectors.

SPECIAL CONDITIONS

5. Easements, Planning Restrictions and Buildings

5.1 The purchaser acknowledges that the property is purchased subject to:

- a. all registered and any unregistered and implied easements, covenants and restrictive covenants (if any) over or upon or affecting the Land including those disclosed in the Vendors Statement;
- b. any easements and restrictions created by the Plan of Subdivision (registered or unregistered) or implied under the Subdivision Act; and
- c. the provisions of any agreement which the Vendor may be required to enter in to with any responsible authority in relation to the Plan of Subdivision including but not limited to an agreement under Section 173 of the *Planning and Environment Act 1987 (Vic)*;
- d. requirement of the Planning Documents;
- e. the Planning and Building Controls;
- f. sewers/drains, if any, laid outside registered easements; and
- g. any unregistered or implied easements for sewers, drains, sewers pipes, cables and wires; and
- h. With all improvements on and forming part of the land existing at the day of sale and in its present state of repair and condition and subject to any defects with regard to its construction, condition, position or state of repair at the day of sale;

6. Additional Land Tax – Reasonably Foreseeable Loss

6.1 The Purchaser acknowledges and agrees that:

- a. If the Purchaser breaches this Contract by failing to complete settlement on the Settlement Date; and
- b. As a result of this breach, settlement occurs after 31 December in the year in which completion was originally due (Settlement Year); then
- c. The delay will cause an increase in the Vendor's land tax assessment for the following year, as the Property will remain part of the Vendor's total landholdings in Victoria; and
- d. The additional land tax incurred by the Vendor on a proportional basis ("Additional Land Tax") is a reasonably foreseeable loss resulting from the Purchaser's breach, for which the Vendor is entitled to compensation.

6.2 Payment of Additional Land Tax:

If Special Condition 6.1 applies, the Purchaser must, on the Settlement Date, pay the Additional Land Tax to the Vendor in addition to the Balance payable under this Contract

7. Settlement Rescheduling Fee

If settlement does not occur on the due date by reason of request by or fault of the purchaser/s or their mortgagee, and is therefore in default, the purchaser/s agree to pay a rescheduling fee of \$220.00 at settlement for each rescheduled settlement.

8. Holiday Blackout Period

If any action or obligation under this Contract (including, but not limited to, notices for conditions due and the Settlement Date) falls within the period from 22 December to 12 January (inclusive) (the "Holiday Blackout Period"), that action or obligation will be deemed to occur on the next business day after the Blackout Period.

For clarity, any notices received or payments due during the Blackout Period, as well as any associated rights and obligations, will be suspended during this period and take effect only as provided above.

9. Finance Decline

The Purchaser agrees that General Condition 20.2 (c) is amended to read as follows:

- c. serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan *from the Registered Lending Institution*, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor;

OTHER CONDITIONS

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition “electronic signature” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- 1.2 The parties’ consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser’s obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

The vendor may require all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser’s obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to –
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following –

- (a) public rights of way over the land.
 - (b) easements over the land.
 - (c) lease or other possessory agreement affecting the land.
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices.
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the Building Act 1993 (Vic) apply to this contract, the vendor warrants that –
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building Act 1993 (Vic) and regulations made under the Building Act 1993 (Vic).
- 6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 (Vic) have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not –
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property, and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement, and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the personal the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The Vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –

- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the Vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the Personal Property Securities Act 2009 (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the Domestic Building Contracts Act 1995 (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the Transfer of Land Act 1958 (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the Transfer of Land Act 1958 (Vic).
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if –

- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if –
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the Transfer of Land Act 1958 (Vic).

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.6 Payment of the deposit may be made or tendered –
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed –
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or

any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of –
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition –
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement –
- (a) the purchaser must pay the balance; and
 - (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land;
 - and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm

unless the parties agree otherwise.

- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law;
- and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise –
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that –
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement –
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement –
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
 - (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on –
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern'
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In these general conditions –
- (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser –
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and,
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,

which is –

- (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; and the author states is a major defect.
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –
- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) (Tax Act) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must –
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and

- (c) otherwise comply, or ensure compliance, with this general condition; despite –
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in *italics* and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Tax Act because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must –
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition; despite –
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –
- (a) so agreed by the vendor in writing; and

- (b) the settlement is not conducted through an electronic lodgement network. However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to –
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that –
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act. The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
 - (d) by email.
- 27.4 Any document properly sent by –
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise.
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise.

- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise.
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000.
- 27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions' legislation.
- 27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 (Vic) applies.

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the Sale of Land Act 1962 (Vic) –
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962 (Vic); and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

A party who breaches this contract must pay to the other party on demand –

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
 - (b) any interest due under this contract as a result of the breach.
-

Default

33. INTEREST

Interest at the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 (Vic) is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must –
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given –
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if –
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE and INDEMNITY

I/We, of

And of

being the **Sole Director / Directors** of ACN
.....

(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 20.....

SIGNED by the said)
.....)
Print Name.....)
Director (Sign)

in the presence of:)
.....)
Witness.....)

SIGNED by the said)
.....)
Print Name.....)
Director (Sign)

in the presence of:)
.....)
Witness.....)

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	11 AJAX STREET, DROUIN VIC 3818
-------------	---------------------------------

Vendor's name	Michael Ian Anthony Clark	Date
		/ /
Vendor's signature		

Purchaser's name	Date
	/ /
Purchaser's signature	

Purchaser's name	Date
	/ /
Purchaser's signature	



Jackie Walker - (03) 8521 1375

ABN: 64 158 634 514

Office) 6A Victoria Street, Warragul | (Post) PO Box 319 Warragul 3820

www.straightforwardconveyancing.com.au

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$3,900.00

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

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

3.2 Road Access

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

3.1 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.2 Planning Scheme

See attached.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

☒ Are as follows:
See attached

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒
---	-------------------------------------	---------------------------------------	-----------------------------------	--

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached

13. GST NOTICE

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

14. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 11241 FOLIO 081

Security no : 124135302301K
Produced 05/06/2026 06:47 AM

LAND DESCRIPTION

Lot 65 on Plan of Subdivision 631956N.
PARENT TITLE Volume 11070 Folio 537
Created by instrument PS631956N 26/11/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MICHAEL IAN CLARK of 1 ALEXANDRA COURT KNOXFIELD VIC 3180
AV347725N 18/02/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV347726L 18/02/2022
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS631956N 26/11/2010

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

DIAGRAM LOCATION

SEE PS631956N 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: 11 AJAX STREET DROUIN VIC 3818

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 18/02/2022

DOCUMENT END



Imaged Document Cover Sheet

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Document Identification	PS631956N
Number of Pages (excluding this cover sheet)	6
Document Assembled	05/06/2026 06:47

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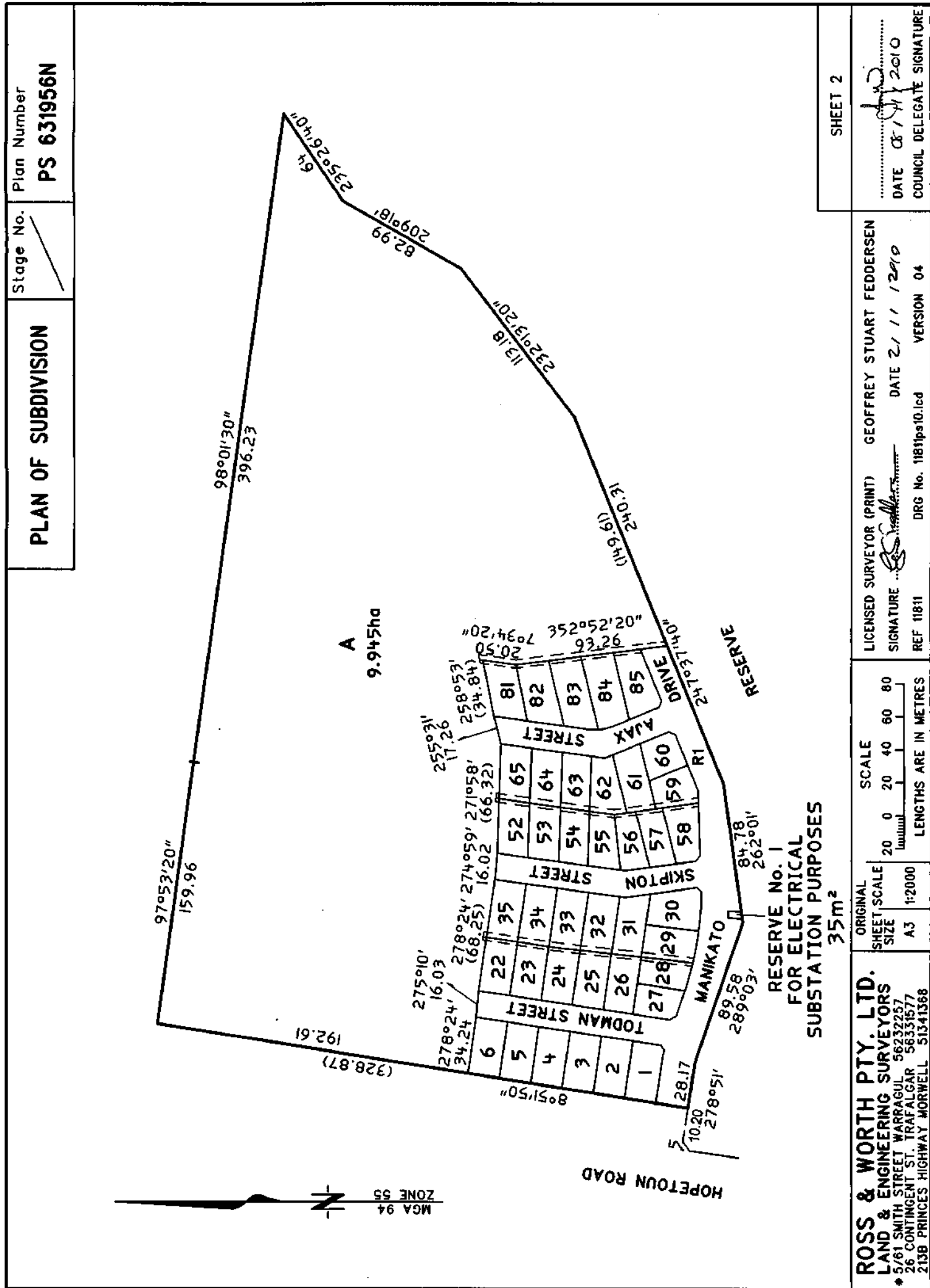
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PS631956N



PLAN OF SUBDIVISION				Stage No. 	LRS use only EDITION 1	f
Location of Land Parish: DROUIN WEST Township: _____ Section: _____ Crown Allotment: 40A (PART) Crown Portion: _____ Title References: C/T VOL 11070 FOL 537 Last Plan Reference: PS 605483E (LOT N) Postal Address: HOPETOUN ROAD DROUIN, 3818 MGA 94 Co-ordinates: E 400640 Zone 55 (Of approx. centre of plan) N 5779180				Council Certification and Endorsement. Council Name: BAW BAW SHIRE COUNCIL Ref: _____ 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6: _____ / _____ / _____ 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Open Space (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage _____ Council Delegate <i>[Signature]</i> Council seal Date 08 / 11 / 2010 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date _____ / _____ / _____		
Vesting of Roads or Reserves						
Identifier		Council/Body/Person				
ROAD R1 RESERVE No. 1		BAW BAW SHIRE COUNCIL SPI ELECTRICITY PTY LTD				
Notations						
Depth Limitation: 15.24 METRES BELOW THE SURFACE. THE LAND BEING SUBDIVIDED IS SHOWN ENCLOSED BY CONTINUOUS THICK LINES. LOTS 7 TO 21, 36 TO 51, & 66 TO 80 ARE OMITTED FROM THIS PLAN Other purpose of plan: CREATION OF RESTRICTION under Regulation 15 Subdivision (Procedures) Regulations 2000 SEE SHEET 6				Staging This is not a staged subdivision. Planning Permit No. PSB 0025/09 Survey:- This plan is based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s). 308,309,310 In proclaimed Survey Area no. _____		
Easement Information						LRS use only
Legend: E- Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A- Appurtenant Easement R- Encumbering Easement (Road)						Statement of Compliance / Exemption Statement Received ☒ Date 19 / 11 / 10
Subject Land	Purpose	Width (Metres)	Origin	Land Benefitted/In Favour Of		
E-1	PIPELINE OR ANCILLARY PURPOSES	3	THIS PLAN - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION		
E-2	DRAINAGE	2	THIS PLAN	BAW BAW SHIRE COUNCIL		
ROSS & WORTH PTY. LTD. LAND & ENGINEERING SURVEYORS * 5/61 SMITH STREET WARRAGUL 56232257 26 CONTINGENT ST. TRAFALGAR 56331577 213B PRINCES HIGHWAY MORWELL 51341368						LRS use only PLAN REGISTERED TIME 11:10 DATE 26 / 11 / 10 Randall McDonald Assistant Registrar of Titles SHEET 1 OF 6 SHEETS
LICENSED SURVEYOR GEOFFREY STUART FEDDERSEN SIGNATURE <i>[Signature]</i> DATE 21 / 11 / 2010 REF 11811 DRG No. 11811ps10.lcd VERSION 04				DATE <i>[Signature]</i> 08 / 11 / 2010 COUNCIL DELEGATE SIGNATURE Original sheet size A3		



ROSS & WORTH PTY. LTD.
LAND & ENGINEERING SURVEYORS
* 5/61 SMITH STREET WARRAGUL 56232257
26 CONTINGENT ST. TRAFALGAR 56334577
213B PRINCES HIGHWAY MORWELL 51341368

ORIGINAL SCALE
SHEET SCALE
SIZE A3 1:2000

LENGTHS ARE IN METRES

SCALE
20 0 20 40 60 80

LICENSED SURVEYOR (PRINT) GEOFFREY STUART FEDDERSEN

SIGNATURE

DATE 08/11/2010

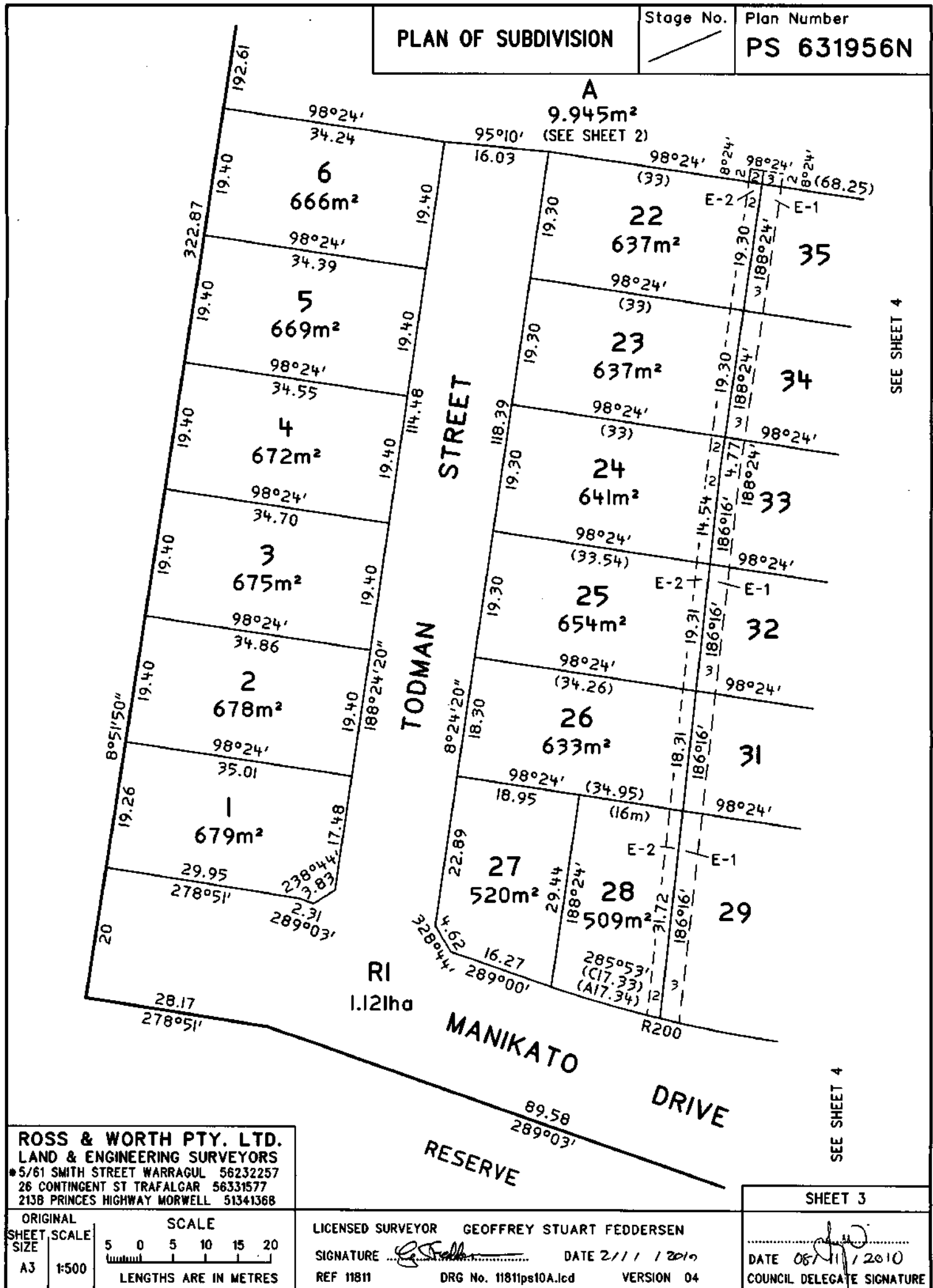
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DRG No. 1181ps10.lcd

VERSION 04

SHEET 2

MGA 94
 ZONE 55



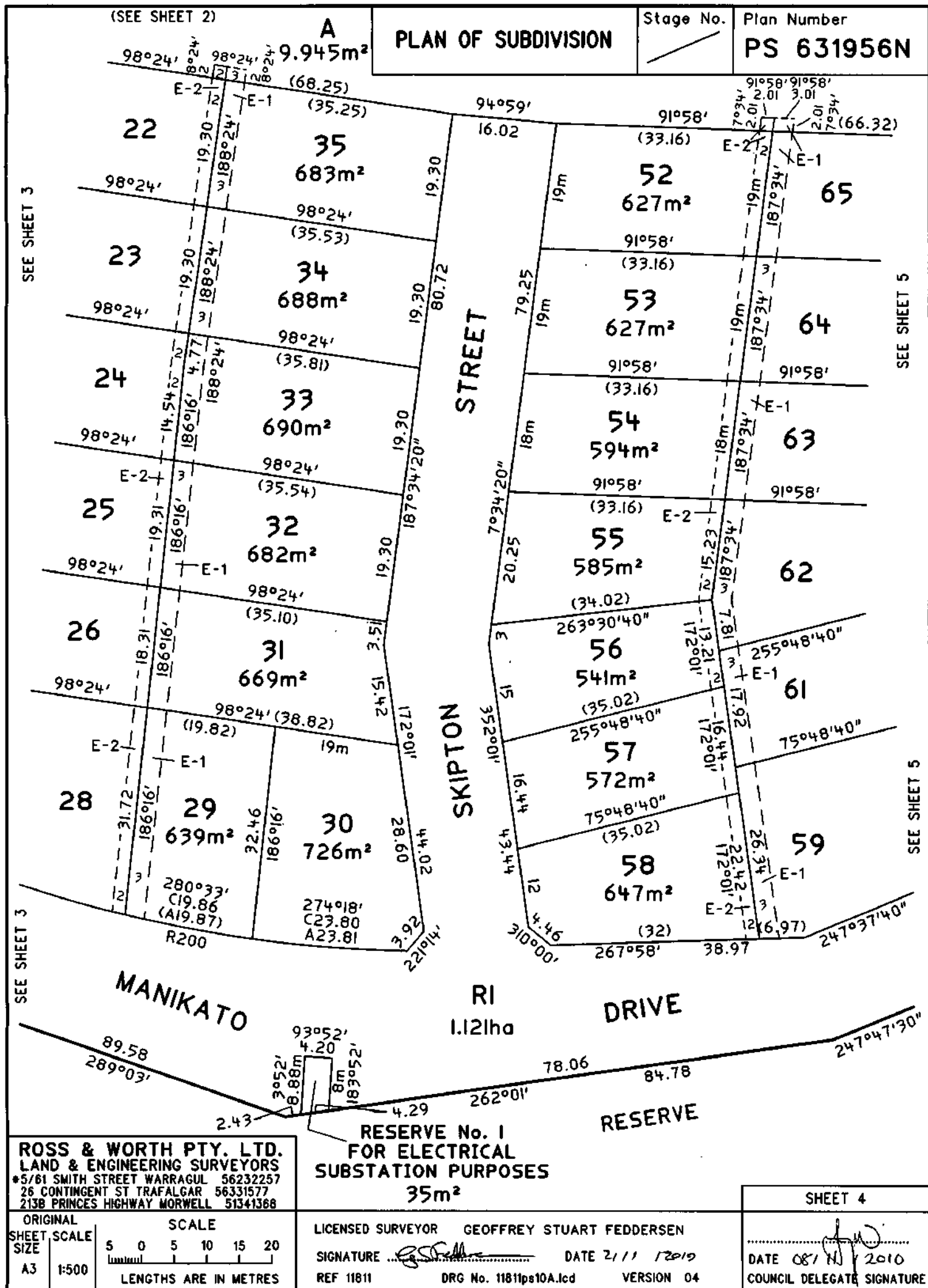
ROSS & WORTH PTY. LTD.
LAND & ENGINEERING SURVEYORS
 5/61 SMITH STREET WARRAGUL 56232257
 26 CONTINGENT ST TRAFALGAR 56331577
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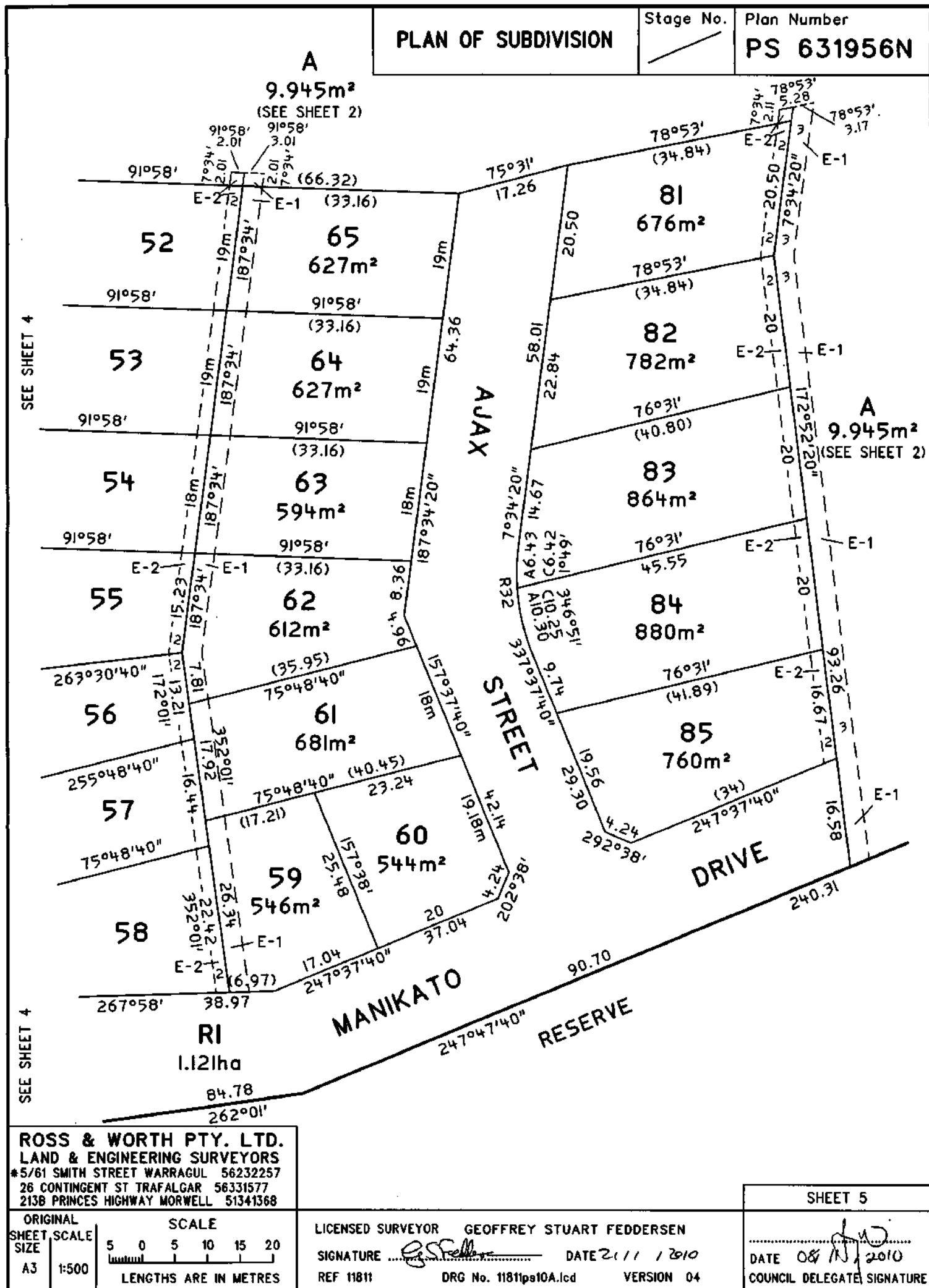
ORIGINAL SHEET SCALE SIZE	A3	1:500	SCALE 5 0 5 10 15 20 LENGTHS ARE IN METRES
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LICENSED SURVEYOR GEOFFREY STUART FEDDERSEN	
SIGNATURE <i>[Signature]</i>	DATE 2/11/2010
REF 11811	DRG No. 11811ps10A.lcd VERSION 04

SHEET 3

DATE 08/11/2010
COUNCIL DELEGATE SIGNATURE





Property Report

11 Ajax Street, Drouin Vic 3818

Date: 04/06/2026



admin@sfconvey.com

0385211375

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot 65 PS631956

LOCAL GOVERNMENT (COUNCIL)

Baw Baw

LEGAL DESCRIPTION

65\PS631956

COUNCIL PROPERTY NUMBER

25138

LAND SIZE

627m² Approx

ORIENTATION

West

FRONTAGE

18.87m Approx

ZONES

GRZ - General Residential Zone - Schedule 1

OVERLAYS

DCPO - Development Contributions Plan Overlay - Schedule 1

State Electorates

LEGISLATIVE COUNCIL

Eastern Victoria Region

LEGISLATIVE ASSEMBLY

Narracan District

Schools

CLOSEST PRIVATE SCHOOLS

St Ita's School (517 m)

Chairo Christian School (1748 m)

Chairo Christian School - Drouin East Campus (2538 m)

CLOSEST PRIMARY SCHOOLS

Drouin Primary School (1157 m)

CLOSEST SECONDARY SCHOOLS

Drouin Secondary College (2179 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

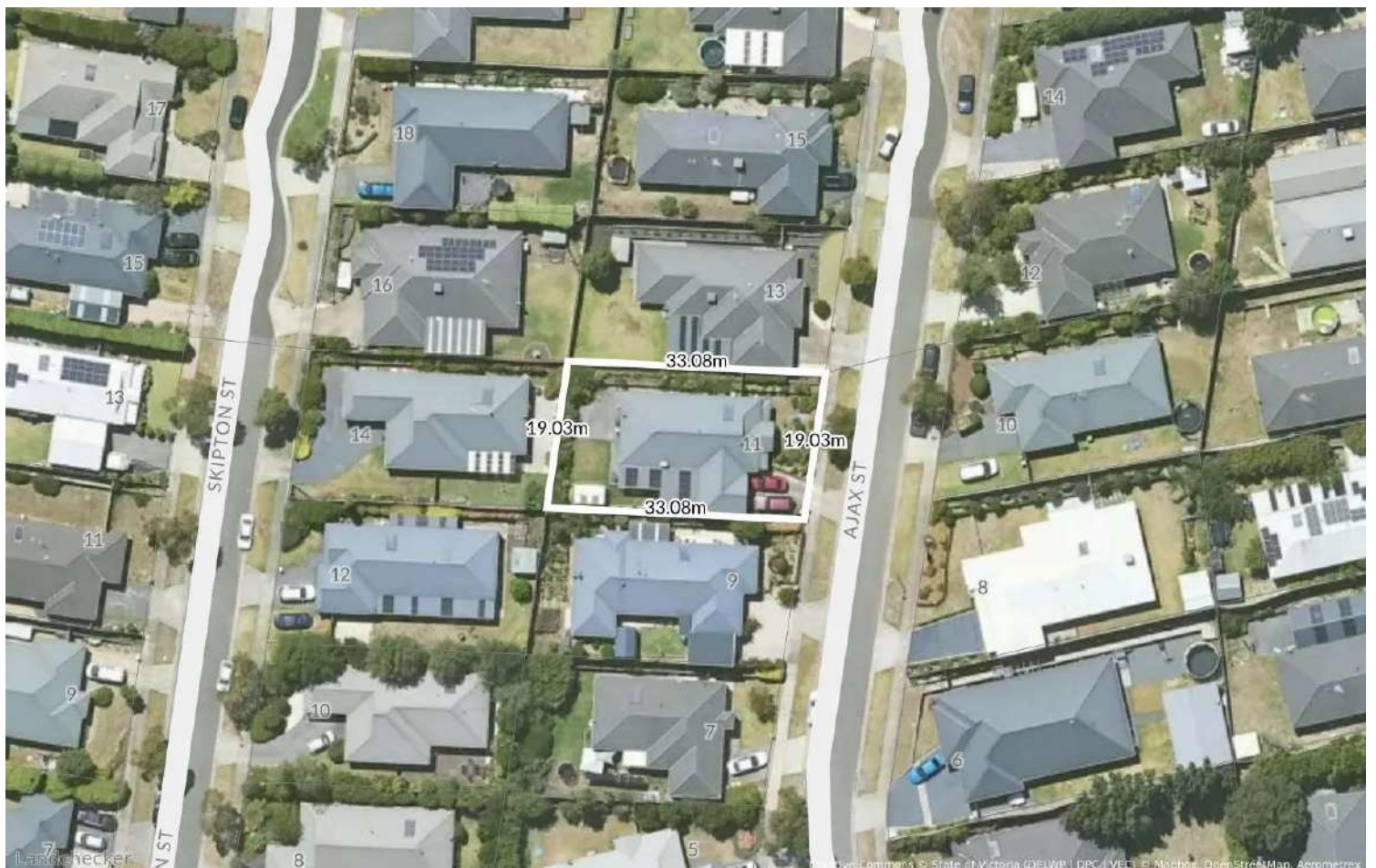
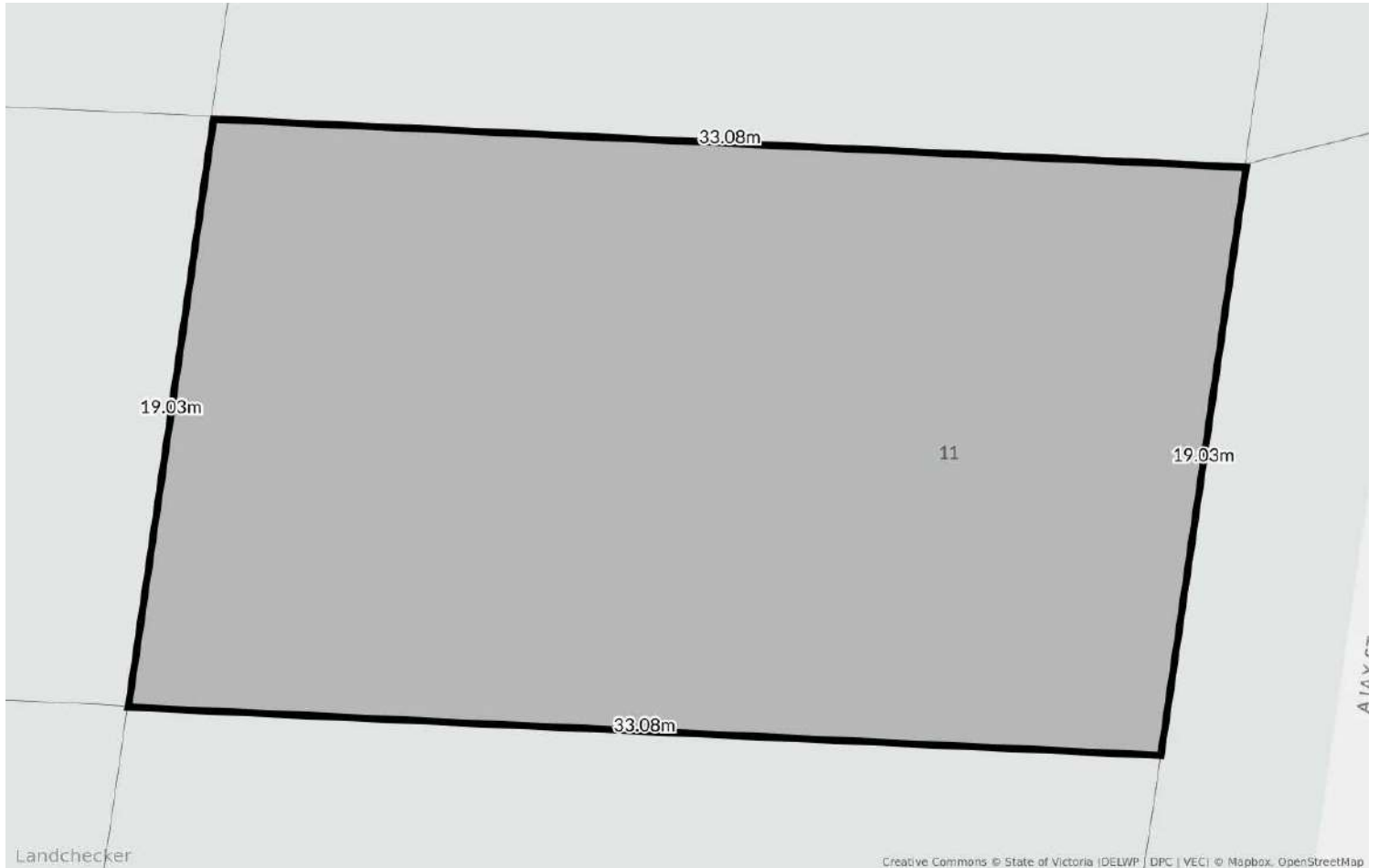
03 5624 2411 (Baw Baw)

EMAIL

bawbaw@bawbawshire.vic.gov.au

WEBSITE

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



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

11 Ajax Street, Drouin Vic 3818

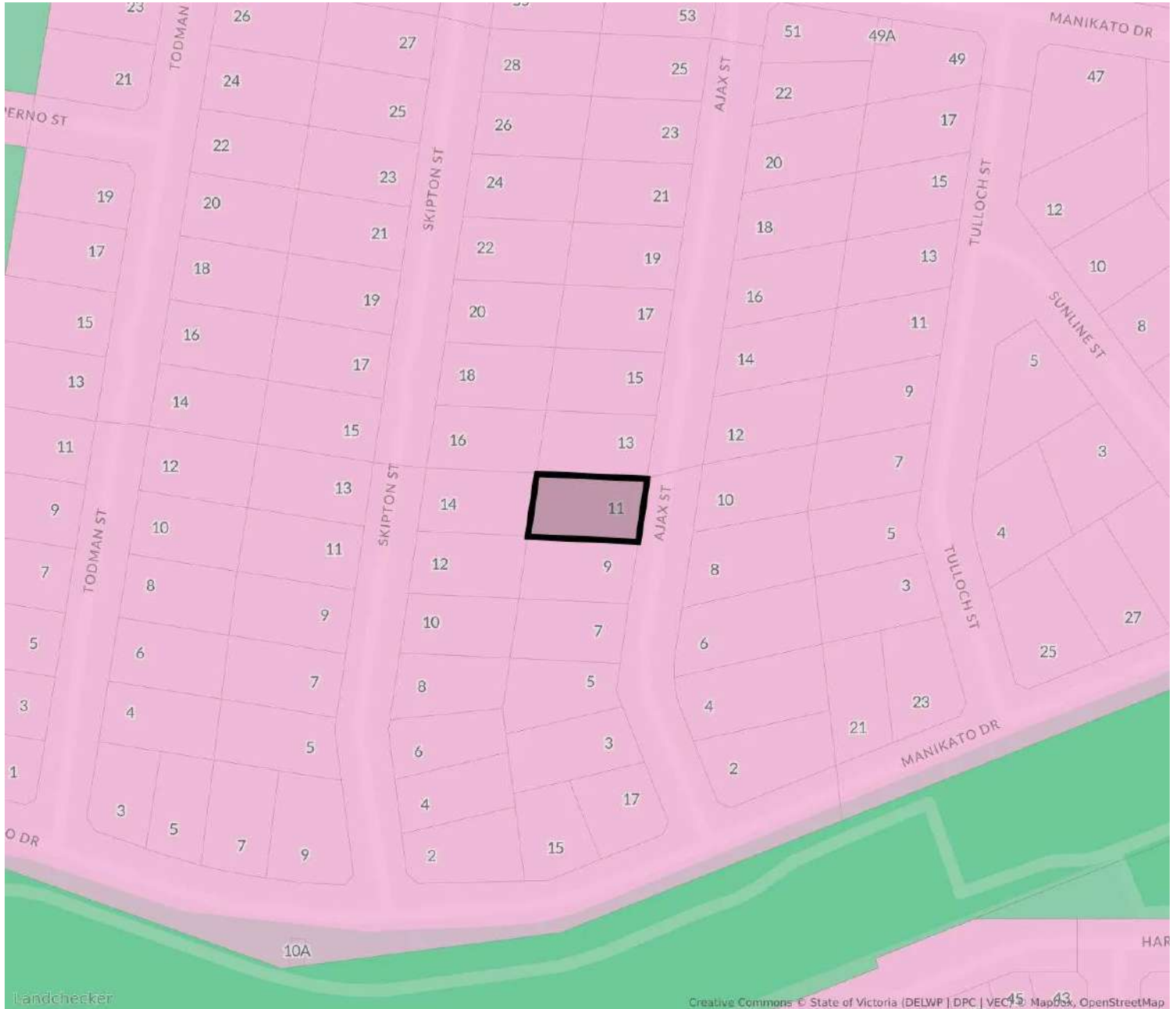
Status	Code	Date	Description
APPROVED	VC271	13/05/2026	The amendment supports the provision of energy-related infrastructure by facilitating the creation of new smaller lots for utility installations that transmit, distribute or store electricity in the Farming Zone and Rural Activity Zone.
APPROVED	VC245	13/05/2026	Amendment VC245 makes changes to give effect to the Surf Coast Statement of Planning Policy (SPP) and Bellarine Peninsula SPP. The amendment improves the clarity of the VPP and Macedon Ranges Planning Scheme by removing the particular provision at Clause 51.07 (Macedon Ranges SPP). The amendment also makes administrative changes to the Greater Geelong Planning Scheme.
APPROVED	VC309	11/05/2026	The amendment clarifies that hemp brick production is included as a rural industry and requires a planning permit to produce hemp bricks in rural zones.
APPROVED	VC248	04/05/2026	The amendment improves bushfire planning by updating terminology and measures, increasing and clarifying planning permit exemptions for dwellings and other buildings, and updating decision guidelines that apply to the Bushfire Management Overlay. The amendment also inserts decision guidelines for specified development within the bushfire prone area at clause 53.02 Bushfire Planning.
APPROVED	GC255	29/04/2026	Corrects the mapping of the Environmental Significance Overlay in the Ballarat, Baw Baw, Benalla, Colac Otway, Golden Plains, Greater Bendigo, Hepburn, Horsham, Loddon, Macedon Ranges, Mansfield, Mitchell, Moorabool, Mount Alexander, Pyrenees, South Gippsland, Surf Coast and Wodonga Planning Schemes to align with the gazetted Special Water Supply Catchment Areas declared under the Catchment and Land Protection Act 1994.
APPROVED	VC232	27/04/2026	The Amendment changes the VPP and all planning schemes in Victoria by correcting and updating references to government departments, statutory authorities and ministerial portfolios in local provisions following Machinery of Government changes effective 1 January 2023.
APPROVED	GC263	23/04/2026	The amendment changes the Baw Baw, Cardinia, Hume and South Gippsland planning schemes to introduce planning controls for Strategic Extractive Resource Areas (SERAs) and changes the Cardinia, South Gippsland and Wyndham planning schemes to update existing planning controls for pilot SERAs.
APPROVED	VC307	19/04/2026	The Victoria Planning Provisions and all planning schemes are amended to increase the estimated cost of development thresholds for classes of VicSmart application to account for increased building construction costs in Victoria since their introduction and to provide for future cost inflation.

Status	Code	Date	Description
			Increasing the thresholds enables more applicants to benefit from the time, cost savings and certainty of the VicSmart application process.
APPROVED	VC308	16/04/2026	Amendment VC308 changes the VPP and all planning schemes in Victoria to update all schedules to the Mixed Use Zone, Township Zone and Residential Growth Zone to align with the operation of the Mid-Rise Code introduced by Amendment VC300 and to correct technical errors associated with Amendment VC300.
APPROVED	VC265	03/04/2026	Amendment VC265 makes corrections and updates to the Victoria Planning Provisions and all planning schemes to ensure they are current and accurate.
APPROVED	VC277	01/04/2026	Amendment VC277 amends car parking requirements to align car parking rates with demand and reduce the number of car parks required in locations well-served by public transport.
APPROVED	VC304	22/03/2026	Extends the expiry date of the Dependent Persons Unit temporary provisions
APPROVED	VC300	19/03/2026	Amendment VC300 changes the VPP and all planning schemes in Victoria by implementing the Mid-Rise Code to introduce new deemed to comply assessment provisions for four to six storey residential development in residential zones.
APPROVED	VC301	18/03/2026	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	VC298	18/03/2026	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).

PROPOSED PLANNING SCHEME AMENDMENTS

11 Ajax Street, Drouin Vic 3818

Status	Code	Date	Description
PROPOSED	C154bawb	17/05/2026	The amendment implements the recommendations of the Baw Baw Economic Land Use Strategy (Charter Keck Cramer, 2023) by amending the Municipal Planning Strategy, making updates to local policy, rezoning land to support economic land uses, apply the Environmental Audit Overlay and other minor consequential changes to the Baw Baw Planning Scheme.



GRZ1 - General Residential Zone - Schedule 1

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

To encourage development that is responsive to the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.08 General Residential Zone

None specified.

LPP 32.08 Schedule 1 To Clause 32.08 General Residential Zone

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

Other nearby planning zones

PPRZ - Public Park And Recreation Zone



DCPO1 - Development Contributions Plan Overlay - Schedule 1

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

The Plan applies to all land within the boundaries of the 63 areas designated in Baw Baw Shire Development Contributions Plan from area 1a to area 48.

The Plan provides for different amounts of levy to be payable in specified areas, which are shown on the Plans to this Schedule, and in the Baw Baw Shire Development Contributions Plan (December 2023).

LPP 45.06 Schedule 1 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

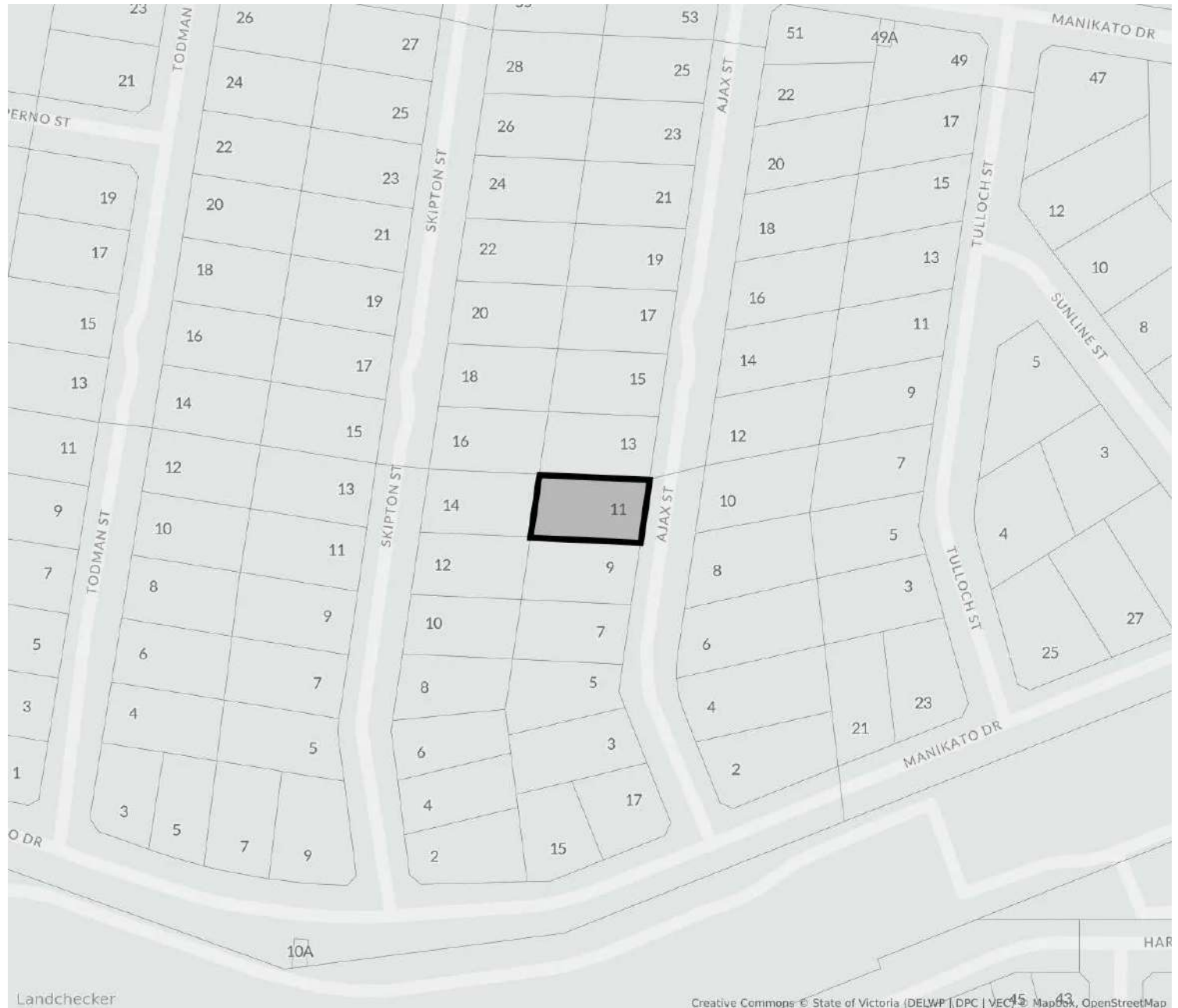
11 Ajax Street, Drouin Vic 3818



 ESO - Environmental Significance Overlay

 LSIO - Land Subject To Inundation Overlay

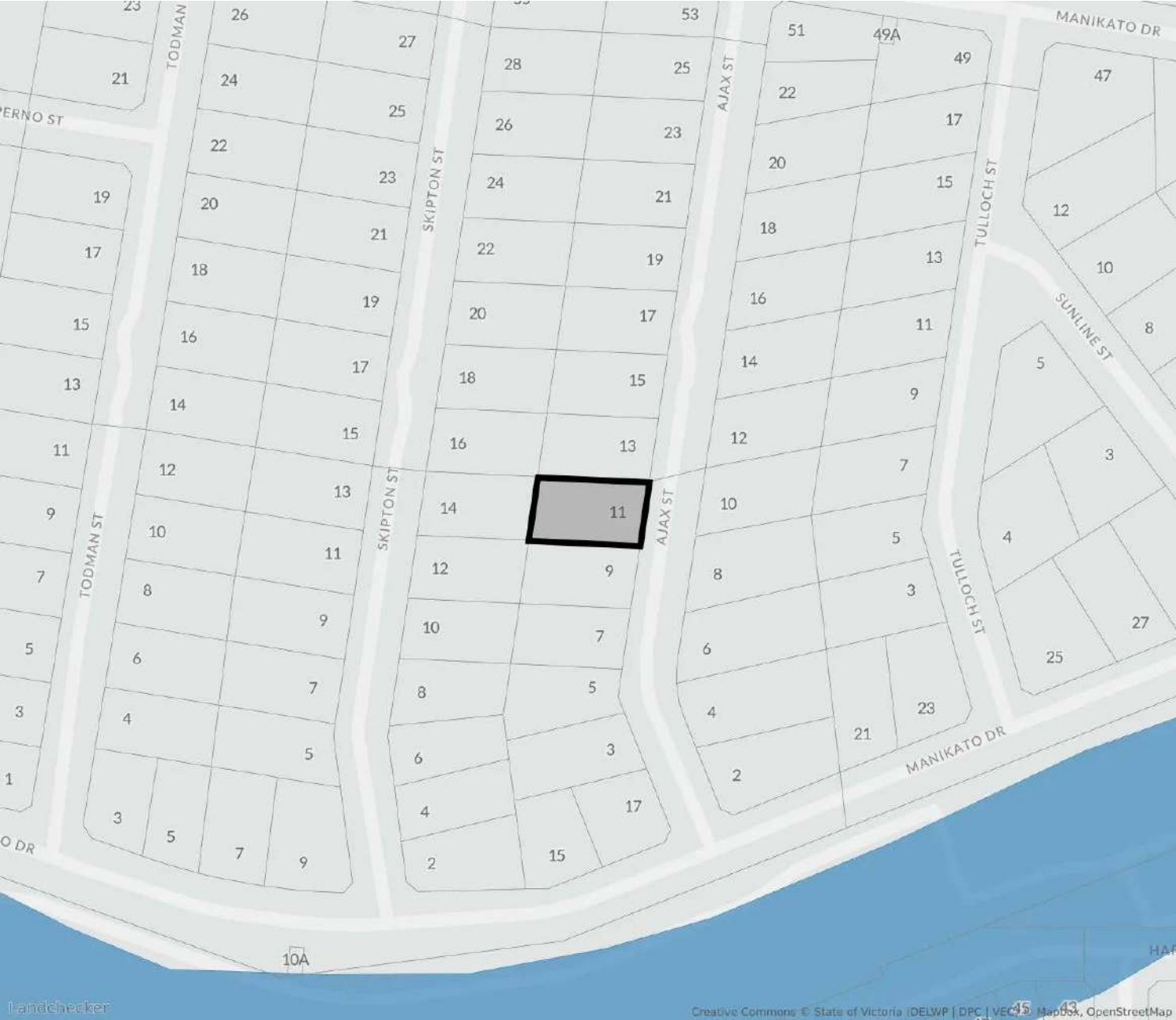
For confirmation and detailed advice about this planning overlay, please contact BAW BAW council on 03 5624 2411.



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.



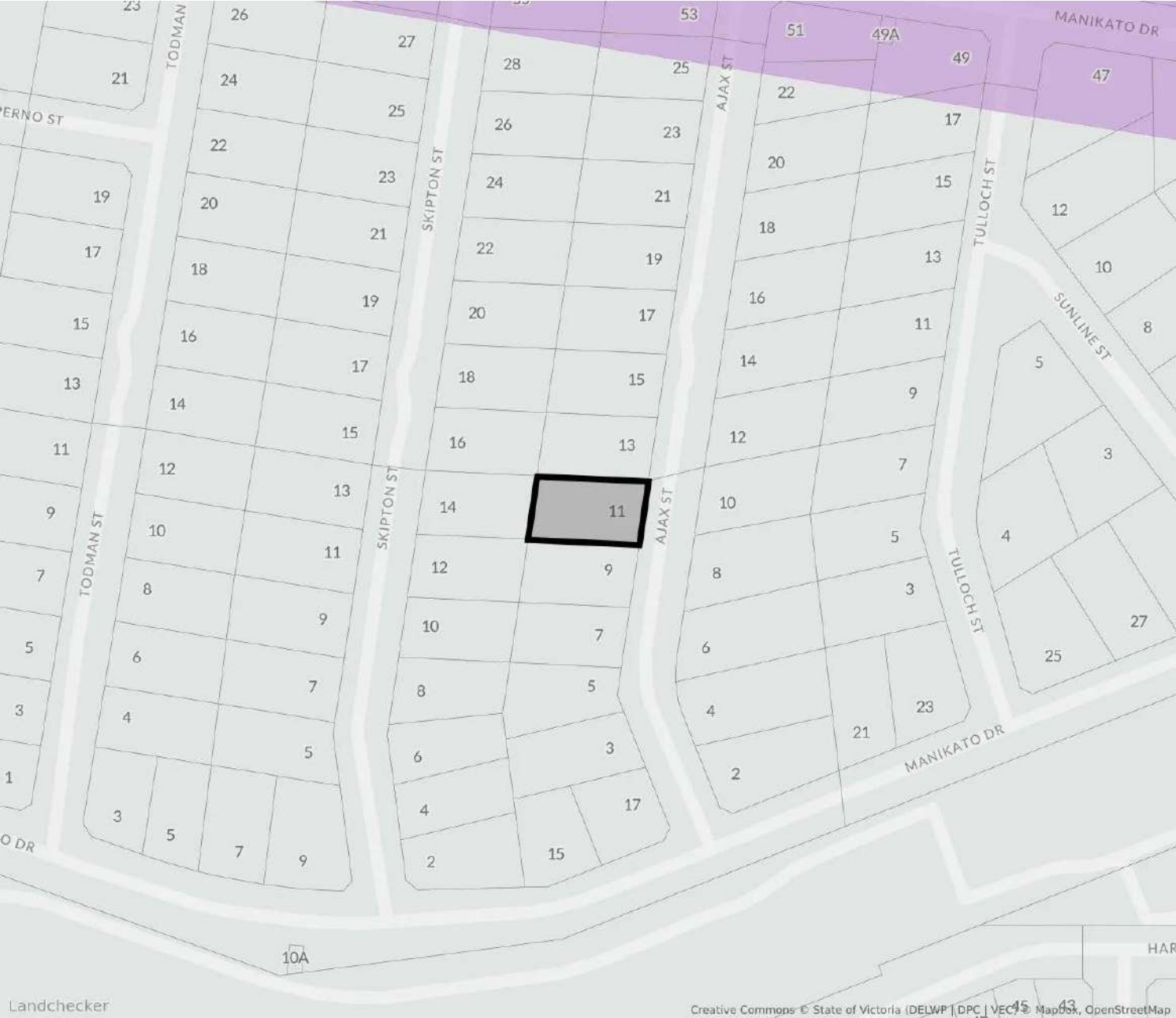
Flood

This property has not been specified as being affected by flooding according to [Landchecker flood sources](#).

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

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning FO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning FO1	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning FO2	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning FO3	Unaffected	State	23/02/2026

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning LSIO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO1	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO2	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO3	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO4	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning RFO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO1	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO2	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO3	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning UFZ	Unaffected	State	23/02/2026



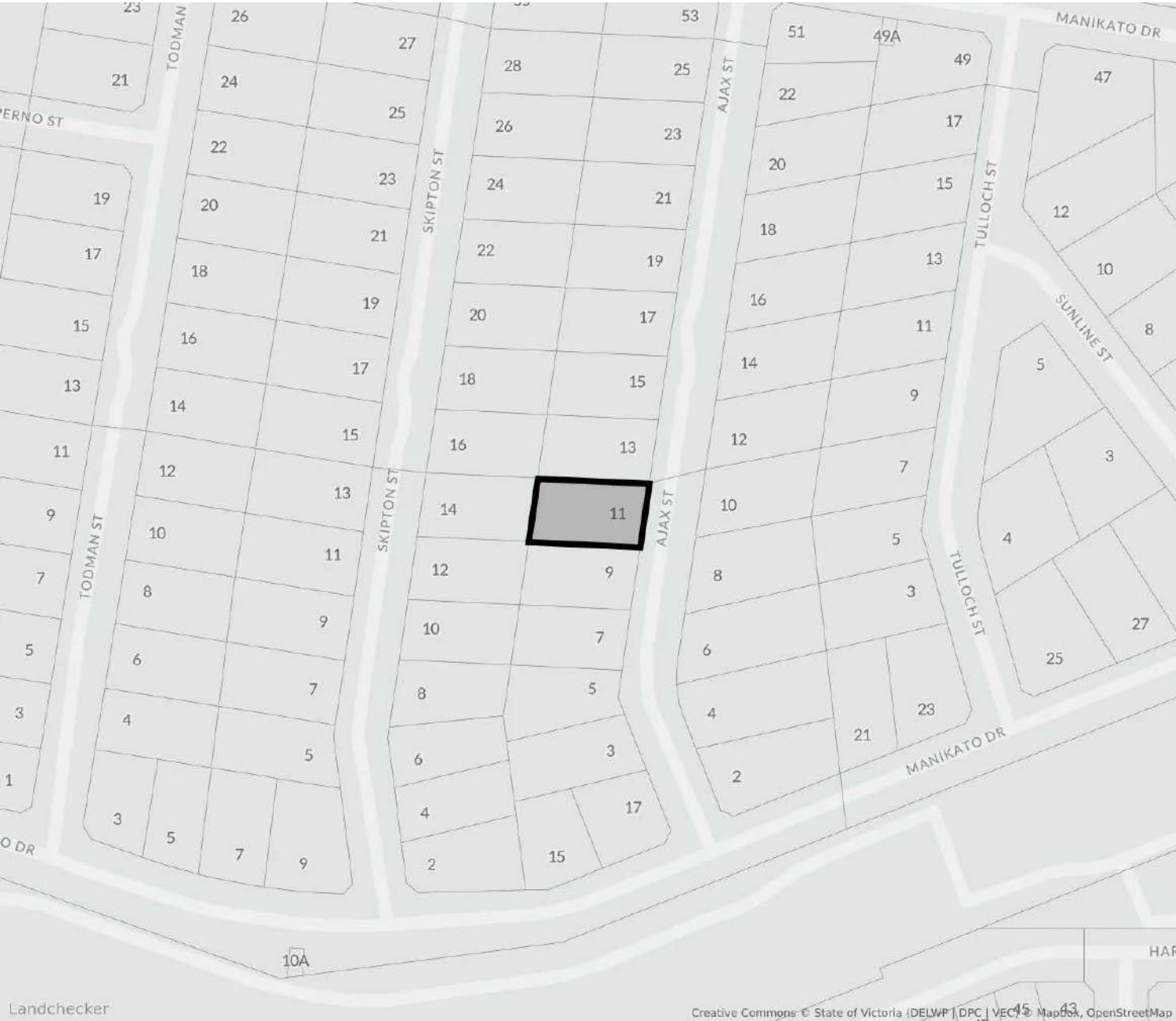
Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.

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 BMO	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning BMO1	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning BMO2	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning BMO3	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning	Unaffected	State	09/03/2026

Source Authority	Status	Type	Last Updated
BPA			



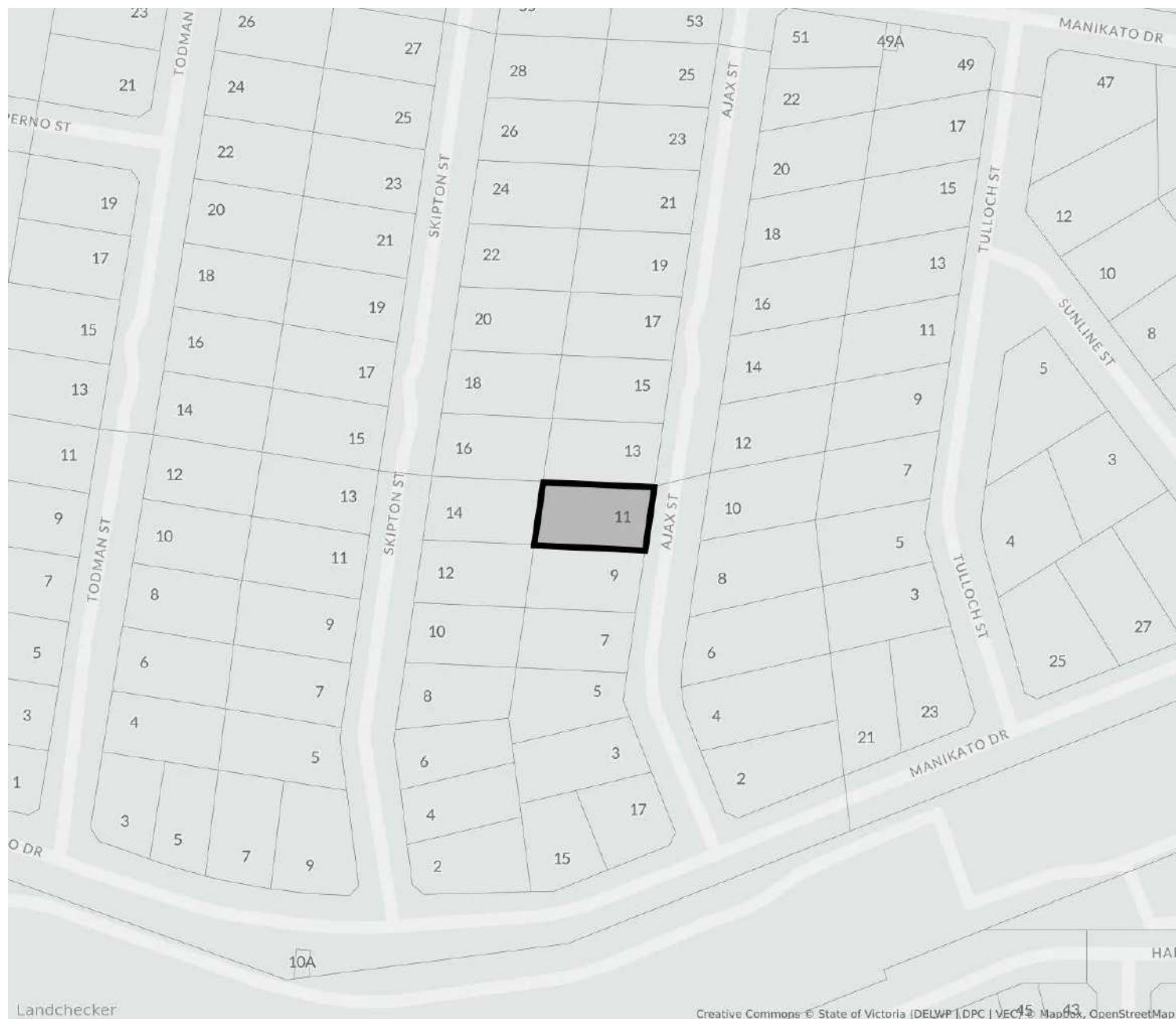
Landslide Prone Area

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	09/03/2026
Department of Environment, Land, Water and Planning EMO1	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO2	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO3	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning	Unaffected	State	09/03/2026

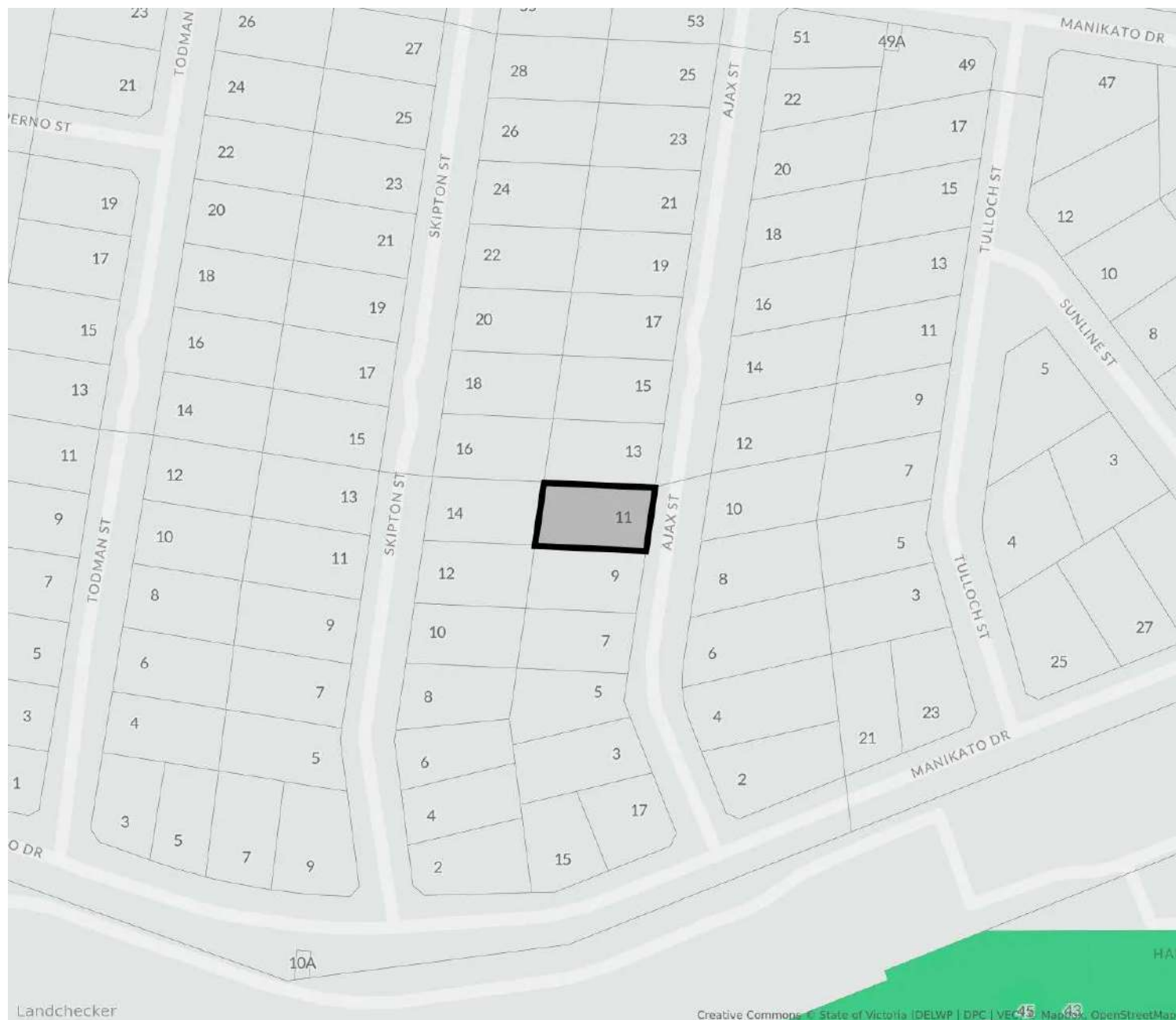
Source Authority	Status	Type	Last Updated
EMO4			
Department of Environment, Land, Water and Planning EMO5	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO6	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO7	Unaffected	State	09/03/2026



No planning permit data available for this property.

NEARBY PLANNING PERMITS

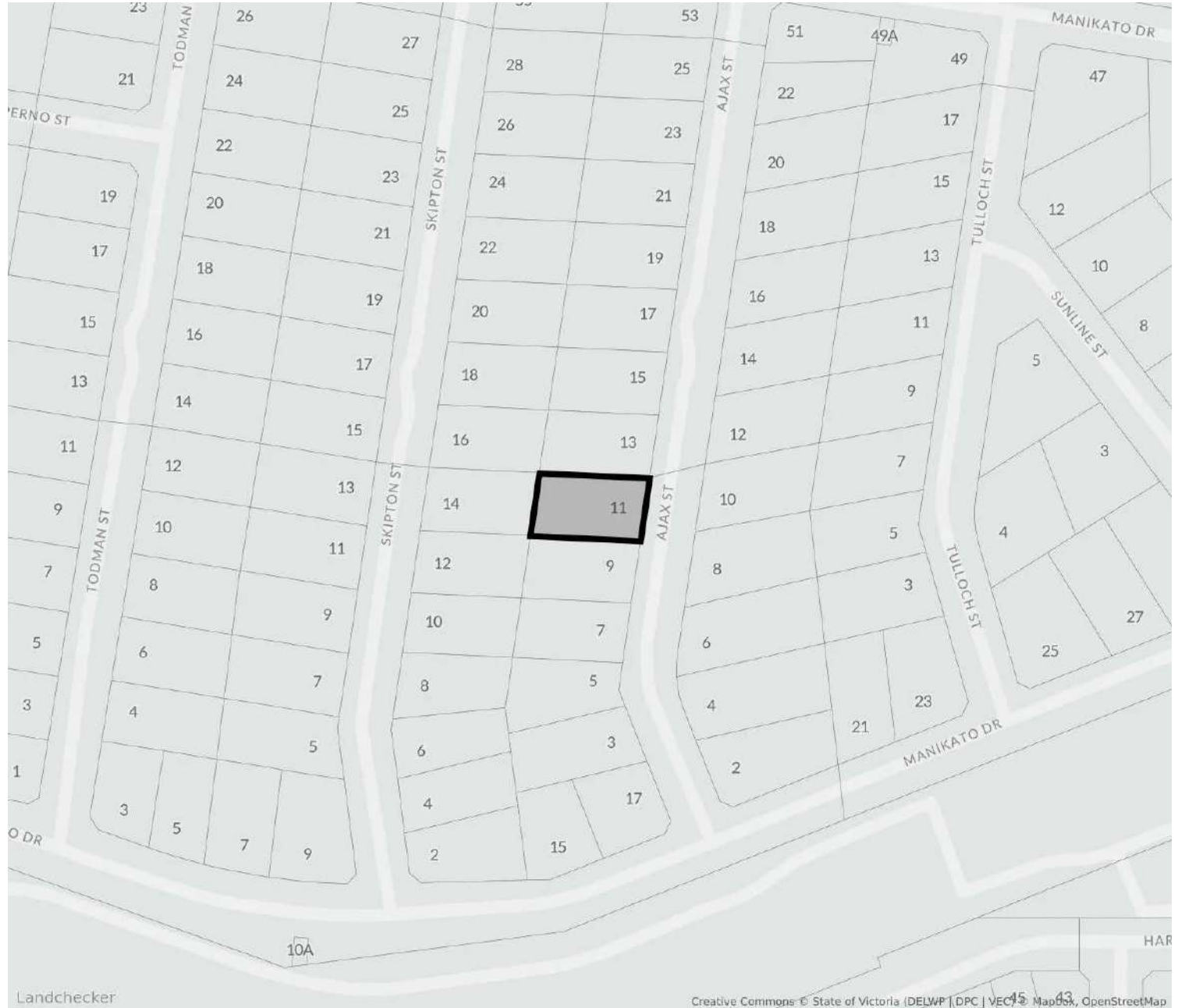
11 Ajax Street, Drouin Vic 3818



Status	Code	Date	Address	Description
APPROVED	AMDO006/18	Received 31/08/2018	Hopetoun Road, Drouin Hopetoun Road, Drouin Hopetoun Road, Drouin Hopetoun Road, Drouin	Amendment (multi lot staged subdivision (98)).
OTHER	PLAO020/11	Received 01/02/2011	10 Todman Street, Drouin	Buildings & works for a display home.
APPROVED	PLAO028/11	Received 14/02/2011	3 Ajax Street, Drouin	Develop land with dwelling.
APPROVED	PLAO030/11	Received 14/02/2011	7 Manikato Drive, Drouin	Develop land with dwelling.
APPROVED	PLAO045/07	Received 13/02/2007	Hopetoun Road, Drouin Hopetoun Road, Drouin Hopetoun Road, Drouin Hopetoun Road, Drouin	Use & develop land for retirement village.
APPROVED	PLAO090/11	Received	10 Todman Street, Drouin	Use land for display home, erect advertising sign &

Status	Code	Date	Address	Description
		25/03/2011		waiver of car parking requirements.
APPROVED	PLA0138/21	Received 17/06/2021	<u>45 Harmon Drive, Drouin</u>	Building and works to construct a dwelling and associated works and fencing.
APPROVED	PLA0169/13	Received 22/07/2013	<u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u>	Use and development of land for a residential village, creation of an easement and removal of native vegetation.
APPROVED	PLA0169/13.A	Received 06/02/2015	<u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u>	Application to amend a planning permit (use and development of land for a residential village, creation of an easement and removal of native vegetation).
APPROVED	PLA0169/13.B	Received 09/12/2015	<u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u>	Application to amend (use and development of land for a residential village, creation of an easement and removal of native vegetation).
APPROVED	PLA0169/13.C	Received 01/07/2016	<u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u>	Use and development of land for a residential village, creation of an easement and removal of native vegetation.
OTHER	PLA0248/10	Received 26/07/2010	<u>28 Sinclair Street, Drouin</u>	Increase licensed trading hours.
APPROVED	PLA0280/11	Received 22/08/2011	<u>12 Todman Street, Drouin</u>	Use existing house for display home, erect signage and waiver of car parking.
APPROVED	PLA0317/13	Received 16/12/2013	<u>5 Tulloch Street, Drouin</u>	Development of single dwelling.
OTHER	PLA0389/11	Received 09/12/2011	<u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u>	Use and development of a residential village.
APPROVED	PSB0008/08	Received 22/01/2008	<u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u>	Realignment.
APPROVED	PSB0018/11	Received 24/03/2011	<u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u>	Drouin springs estate multi lot staged subdivision (98).
APPROVED	PSB0018/11.B	Received 19/01/2017	<u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u>	Multi lot staged subdivision (98).
APPROVED	PSB0025/09	Received 02/04/2009	<u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u>	Multi lot subdivision and associated works.
OTHER	PSB0027/13	Received 09/05/2013	<u>1 Walker Drive, Drouin</u>	Two (2) lot subdivision.
APPROVED	PSB0058/13	Received 23/07/2013	<u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u> <u>Hopetoun Road, Drouin</u>	Creation of reserves.

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



10 - 20m Contours

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

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OnlinePermitSolutions
PROPRIETARY LIMITED

Suite 2/9 Church Street, Hawthorn VIC 3122
PO Box 508, Balwyn North, Victoria 3104
DK35504, Balwyn North, 3104
☎ 1300 PERMITS (1300 737 848)
☎ (03) 8677 8166
✉ info@onlineps.com.au
www.onlineps.com.au
ACN 142 849 759

Application Number: BLD20189541

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

Building Permit No. BSU1354/20189541/0 20 July 2018

Issue to

Agent of Owner **Conventional Carports Pty Ltd**
Postal Address **28 Lower Somerville Road Somerville** Postcode **3912**
Email **andrew@conventionalcarports.com.au**
Address for serving or giving of documents: **28 Lower Somerville Road Somerville** Postcode **3912**
Contact Person **Andrew Purkiss** Telephone

Ownership Details

Owner **Peter Vinter**
Postal Address **11 Ajax St Drouin** Postcode **3818**
Email **andrew@southeastcommercials.com.au**
Contact Person **Peter Vinter** Telephone

Property Details

Number **11** Street/Road **Ajax Street** Suburb **Drouin** Postcode **3818**
Lot/s **65** LP/PS **631956** Volume **11241** Folio **081**
Crown allotment Section No Parish County
Municipal District **Baw Baw Shire**

Builder

Name **Conventional Carports Pty Ltd** Telephone
Address **28 Lower Somerville Rd Somerville** Postcode **3912**

Details of Building Practitioners and Architects

a) To be engaged in the building work³

Name	Category/class	Registration Number
Andrew Purkiss	Domestic Builder	CDBU48055

(b) Who were engaged to prepare documents forming part of the application for this permit⁴

Name	Category/class	Registration Number
Alan Williams	Prepared Design	DPAD1316

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **N/A**

Insurance policy number : **N/A**

Insurance policy date : **N/A**

Details of Relevant Planning Permit



OnlinePermitSolutions
PROPRIETARY LIMITED

Suite 2/8 Church Street, Hawthorn VIC 3122
PO Box 508, Balwyn North, Victoria 3104
DX 35504, Balwyn North, 3104
☎ 1300 PERMITS (1300 737 646)
☎ (03) 8677 9165
✉ info@onlineps.com.au
www.onlineps.com.au
ACN 142 846 759

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

Nature of Building Work

Construction of a Verandah

Storeys contains: **1**

Rise in storeys:

Effective height:

Type of construction:

Version of BCA applicable to permit: **2016**

Cost of Building Work: **\$10,000.00**

Total floor area of new building work in m²: **42**

Conditions and required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

BCA Class

Part of Building: **Whole**

Class: **1a(I)**

Protection Work

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

Inspection Requirements³

The mandatory inspection notification stages are:

1. Footings
2. Frame/Final

Occupation or User of Building: A certificate of final inspection is required prior to the occupation or use of this building

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

Commencement and Completion

This building work must commence by 20 July 2019

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 20 July 2020

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.



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☎ (03) 8677 8166
✉ info@onlineps.com.au
www.onlineps.com.au
ACN 142 848 759

Relevant Building Surveyor

Name: Daryl Sinclair

Company Name: Online Permit Solutions

ABN: 41 142 846 759

Address: 2/9 Church Street, Hawthorn VIC 3122

Email: info@onlineps.com.au

Building practitioner registration no.: BSU1354

Permit no.: BSU1354/20189541/0

Date of issue of permit: 20 July 2018

Daryl Sinclair

Notes

- Note 1 Under Regulation 318 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 Under Regulation 317 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of The Building Act 1993.

Annexures 'A'

Conditions of Approval

Building Permit No. BSU1354/20189541/0 Issued 20 July 2018

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. All down pipes or stormwater overflow pipes are to be connected to the legal point of discharge as a system via the existing pipework of the appurtenant buildings in accordance with AS3500.3.
2. Building inspections are to be arranged with the Relevant Building Surveyor. Generally inspections are carried out within 24-48 hours notification; however this must be arranged with a minimum of 48 hours notice in advance.
3. Expungement: This approval may be revoked and may be made null and void if any documentation submitted with the application is subsequently found to be false, improper, misleading, incomplete or fraudulent, at the sole discretion of the Relevant Building Surveyor once all other enforcement processes and proceedings have been exhausted. Furthermore, all building works and any subsequent alterations to the endorsed plans must be carried out as shown on the approved plans and/or to the satisfaction of the relevant building surveyor.
4. Under regulation 318, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units. Under regulation 317, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of approved plans, specifications and documents are available for inspections at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which the permit applies. This building permit is not evidence of compliance, acceptance or otherwise with any implied warranty under the Domestic Building Contracts Act (DBC Act) and/or any other contractual agreement, or otherwise between owner and builder relative to quality, workmanship, product adequacy, reliability or functionality of the building work. It is recommended

that the owner engage or appoint appropriate building practitioners to confirm acceptance or otherwise, compliance with the DBC Act and other associated and relevant legislation. There must be no unauthorised encroachment of any part of the building work beyond the building alignment, title or allotment boundary.



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PROPRIETARY LIMITED

Online Permit Solutions
A 2/9 Church Street, Hawthorn VIC 3122
P 1300 737 648
E info@onlineps.com.au
W www.onlineps.com.au

Project Number: BLD20189541

Form 17

Regulation 200

Building Act 1993

Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property Details

Number: **11** Street/Road: **Ajax Street** Suburb: **Drouin** Postcode: **3818**
Lot/s: **65** LP/PS: **631956** Volume: **11241** Folio: **081**
Crown: allotment Section: No Parish: County:
Municipal District: **Baw Baw Shire**

Building permit details

Building permit number: **BSU1354/20189541/0**
Version of BCA applicable to building permit: **2016**

Description of building work

Part of building to which permit applies	Permitted use	BCA Class of building
Whole	Residential	1a(i)

Directions to fix building work

All directions to fix building work under Part 4 of the Building Act 1993 have been complied with.

Relevant building surveyor

Name: **Daryl Sinclair**
Address: **2/9 Church Street, Hawthorn VIC 3122**
Email: **daryl@onlineps.com.au**
Building practitioner registration no.: **BSU1354**
Municipal district name: **Baw Baw Shire**
Certificate no. **BSU1354/20189541/0**
Date of issue: **17 October 2018**
Date of final inspection: **16 October 2018**
Signature:

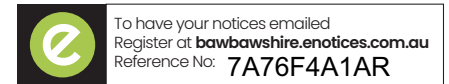
Daryl Sinclair



Baw Baw Shire Council
PO Box 304
Warragul VIC 3820

Rates & Valuation Notice Instalment

RATING YEAR 1 JULY 2025 - 30 JUNE 2026
TAX INVOICE



M I Clark
C/- Chenz Realty
Shop 1C Shopping Plaza Victoria Street
WARRAGUL VIC 3820

Instalment amount

\$591.00

Payable By 31st May 2026

Property number

24727

Date of Issue: 30/03/2026

Property Location 22 Clifford Drive DROUIN VIC 3818

V11228 F065| Lot 168 PS631954S | Drouin Township

4TH INSTALMENT DUE 31 MAY 2026

\$591.00

TOTAL DUE

\$591.00

Please note that payments received after the **30th March 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

**4th Instalment Due
31 May 2026
\$591.00**

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.



Billers Code: 5801
Ref: **000 003 202 801**

BPAY® This payment via internet or phone banking
BPAY View® - View and pay this bill using internet banking.
BPAY View Registration No.: 000 003 202 801
Please enter the BPAY ref number (next to BPAY logo left)

Council Bill Number: 3202801

Name: M I Clark

Property: 22 Clifford Drive
DROUIN VIC 3818

PropertyNo.: 24727

Instalment Amount \$591.00



Billers Code: 0889
Ref: **0000 0320 2801**

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

Transcode **User code** **Customer reference number**

831 062074 **000000003202801**



4th Instalment *889 0003202801

Payments of Rates and Charges

Rates and Charges are due and payable by four instalments, due on the following dates:

1st Instalment	30 September 2025
2nd Instalment	30 November 2025
3rd Instalment	28 February 2026
4th Instalment	31 May 2026

Instalment notices will be issued for the second, third and fourth instalments. Payment methods are listed on the front of this Notice.

Allocation of payments

All payments will be allocated in the following order:

1. Legal costs (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates owing

Arrears

The right of Council to proceed with the recovery of arrears is not prejudiced by the service of this notice.

Penalties for Failing to Pay

Interest will be applied to overdue rates and charges at the rate fixed by the Minister in accordance with section 172A of the Local Government Act 1989. Interest will continue to be applied until the overdue amount is paid in full.

Financial Hardship Policy

This policy supports individual residents who are experiencing financial hardship and need assistance. Please refer to Council's website to apply via www.bawbawshire.vic.gov.au/PayingYourRates or contact Council on 03 5624 2411.

Change of details

Council must be notified of any change of details. Please complete our online form by visiting www.bawbawshire.vic.gov.au/UpdateMyDetails.

For a change of ownership, a Notice of Acquisition must be submitted.

Waiver, Deferral, Payment Plan

You may apply for a waiver, deferral, payment plan or concession of your Council rates and charges in accordance with sections 170, 171, 171A or 171B of the Local Government Act 1989.

Copies of the legislation are available on the Council's website at www.bawbawshire.vic.gov.au. Council may enter into a payment plan with you upon certain terms and conditions determined by Council and in accordance with the applicable legislation.

You may apply for a waiver, deferral or concession of your Property Levy in accordance with sections 27 or 28 of the Fire Services Property Levy Act 2012.

More information is available on the following webpage www.sro.vic.gov.au/esvf or by contacting Council.

Pensioner Rate Concession

Holders of a current Pension Concession Card or Veteran Affairs Gold Card specifying 'War Widow' or 'TPI' may be eligible for a rebate on the current rates, charges and Emergency Services and Volunteers Fund for your principle place of residence. If you have previously applied, you do not need to reapply unless the rebate does not appear on the front of the annual notice.

Supplementary Rate Adjustment

Council will issue a Supplementary Rates & Valuation Notice if there has been a change to your property during the Financial Year. The Supplementary Rates & Valuation notice will include the change in valuation and the updated Rates and Charges.

Single Farm Enterprise

Farmers with multiple properties all operating as a single enterprise may be eligible for a fixed charge reduction. For more information contact Council on 03 5624 2411.

05 June 2026

Applicant Reference:
Reference:80766059-027-4
00208380-05

Landata

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

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

Applicant: Landata
Property Address: 11 Ajax St Drouin Vic 3818
Certificate No: 176038

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

Section 158 Statement*(Water Act 1989)*

Date of Issue:	05/06/2026	Applicant Reference:	80766059-027-4
Certificate No:	176038	Reference:	00208380-05
Property Address:	11 Ajax St Drouin Vic 3818		
Property Details:	Lot 65 Plan PS631956		
Settlement Date:	30/06/2026		

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

- ⇒ ***** The Gippsland Water Property Information team would like to inform you that all Tariff Charges detailed in this Information Statement are for the period ending 30 June 2026. Tariff Charges for the financial period 1 July 2026 to 30 June 2027 are currently awaiting approval by the Essential Services Commission. If settlement occurs after 30 June 2026, all applicants are requested to contact Gippsland Water to obtain an updated payout figure prior to settlement. If an update is not sought for a settlement occurring after 30 June 2026, then any subsequent charges will be transferred to the Purchaser at settlement. *****
- ⇒ This property has a tenant registered, if the tenant is vacating at settlement please advise Gippsland Water no less than two (2) working days prior to settlement to enable a final water meter reading to be scheduled.

Protection of Gippsland Water Assets:

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

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

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

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

Financial Statement

Date of Issue:	05/06/2026	Applicant Reference:	80766059-027-4
Certificate No:	176038	Reference:	00208380-05
Property Address:	11 Ajax St Drouin Vic 3818		
Property Details:	Lot 65 Plan PS631956		
Settlement Date:	30/06/2026		

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 Mar to 30 Jun

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 0000 2083 8005 1
Pay by savings or credit card

Gippsland Water Authorised Officer:

Date: 5 June 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>

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:

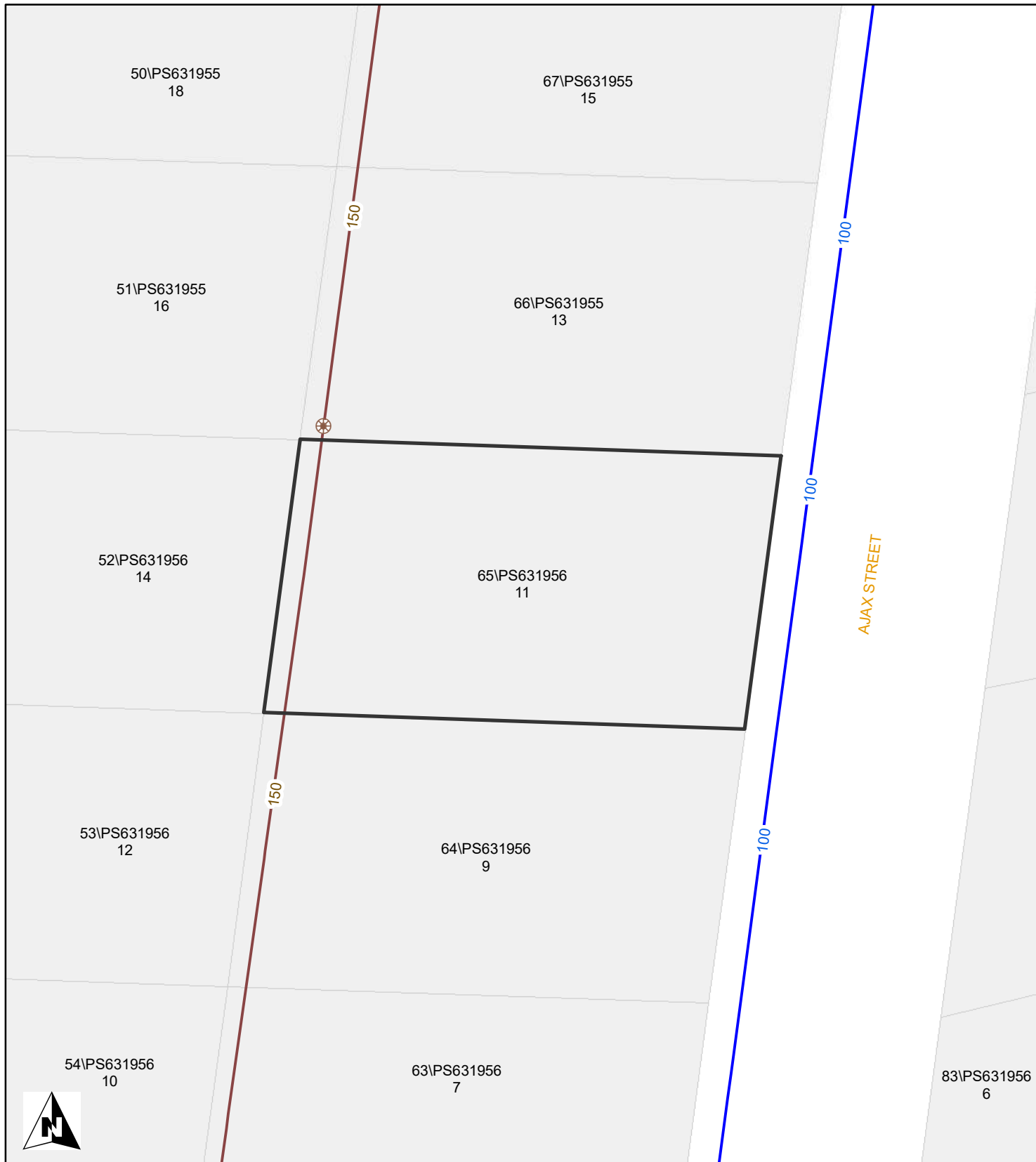
This Information Statement will be valid only to the end of the next billing period after the date of issue of this Information Statement.

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.



Gippsland Water Asset Plan

11 Ajax St Drouin
Information Statement No: 176038
Date Issued: 5/06/2026



Water Pipes	Sewer Pipes	House Discharge Line	Maintenance Point	Collection Tank
— Reticulation	— Gravity	— House Discharge Line		
— Distribution	— Pressure			
— Transfer	— Rising Main			

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

Straightforward Conveyancing Pty Ltd
C/- Triconvey2 (Reseller)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 65 11 AJAX STREET DROUIN
3818
65 PS 631956

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
31A//07778/00006	LANDATA CER 80766059-023-6	05 JUNE 2026	52330925

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	01/04/2026 to 30/06/2026	\$17.15
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(b) By South East Water

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

TOTAL UNPAID BALANCE	\$17.15
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- 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

- 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:

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

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.

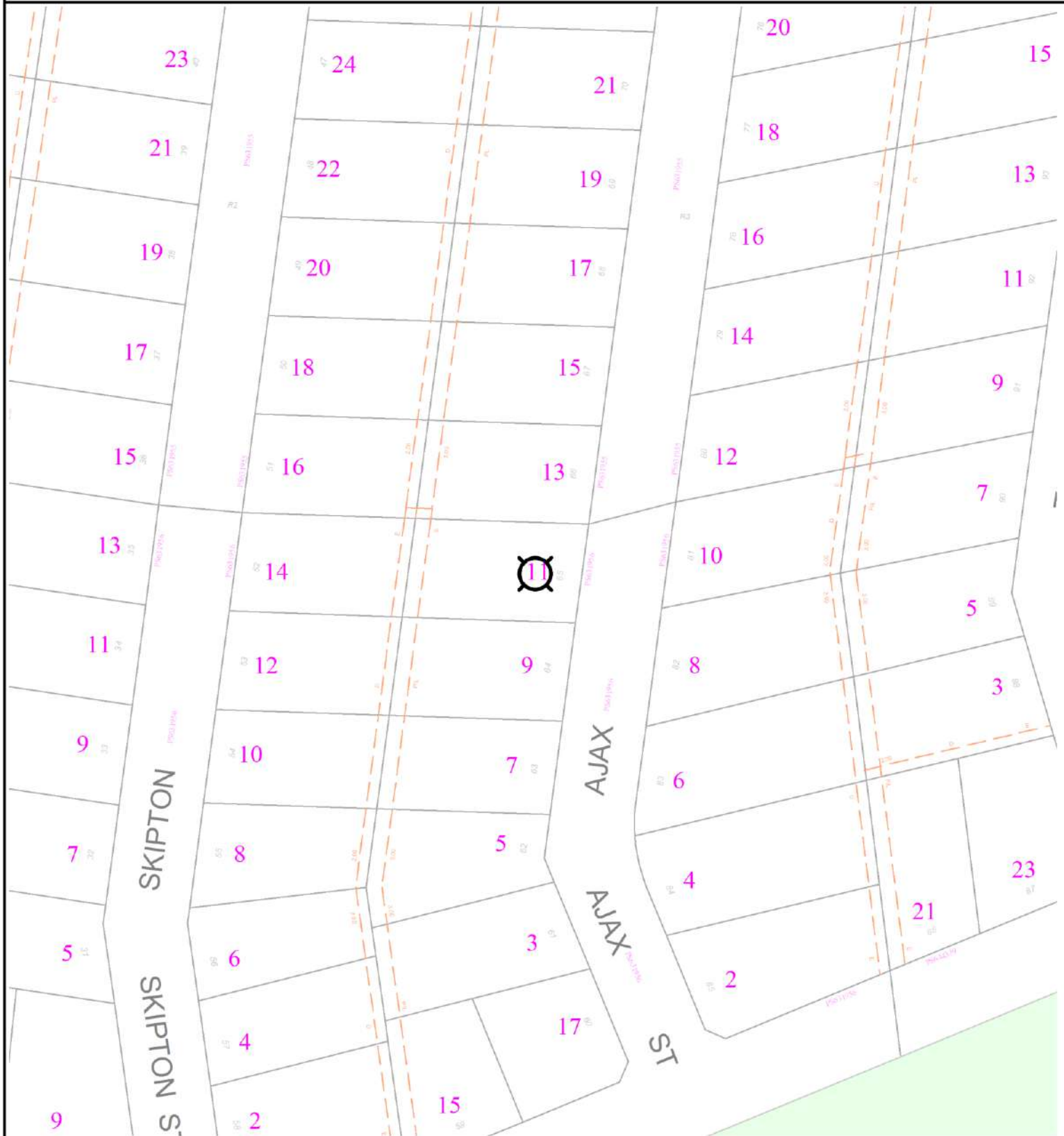
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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



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.

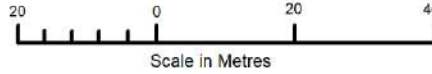
— Title/Road Boundary		Subject Property	● Maintenance Hole	--- Abandoned Sewer
- - - - - Proposed Title/Road		Sewer Main & Property Connections	■ Inspection Shaft	
- - - - - Easement		Direction of Flow	<1.0> Offset from Boundary	

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

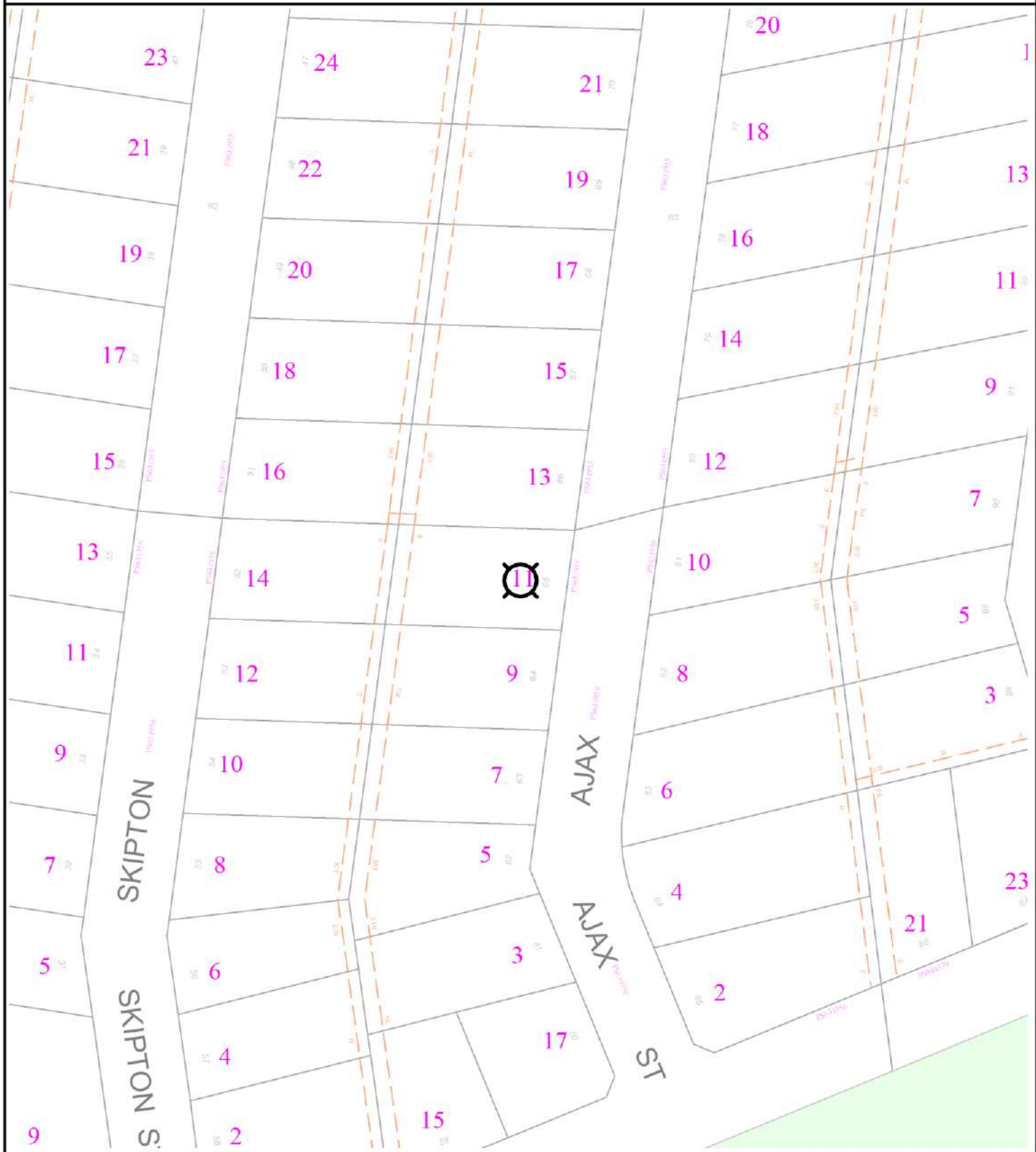


Property: Lot 65 11 AJAX STREET DROUIN 3818

Case Number: 52330925



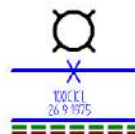
Date: 05JUNE2026



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.

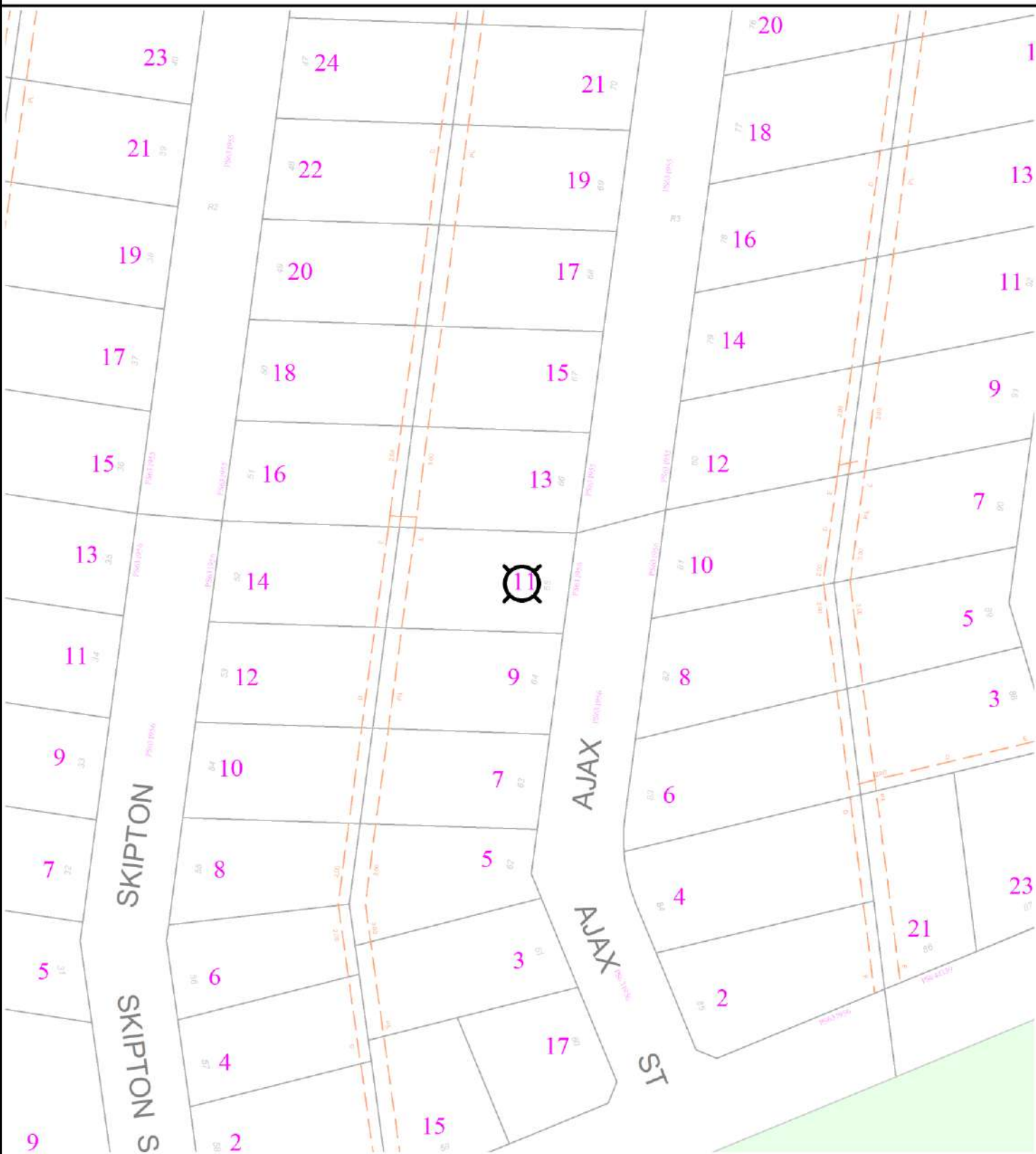
LEGEND

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



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

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



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



100 CCL
26.9.1975

Subject Property

Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



~ 1.0 Offset from Boundary

Ray White Drouin

75 Princes Way,
Drouin, VIC 3818

P: 03 5625 1033

E: admin.drouin@raywhite.com

ABN: 17143040091



Residential Rental Agreement

for

11 Ajax St, Drouin VIC 3818

This agreement is between **Michael Clark**
and **Belinda Coad-Kupsch, Jaccob Coad.**

Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

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

1. Date of agreement

This is the date the agreement is signed

Mon 14/10/2024

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

2. Premises let by the rental provider

Address of premises

11 Ajax St, Drouin VIC

Postcode 3818

3. Rental provider details

Full name or company name of rental provider

Michael Clark

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

Ray White Drouin

Address

75 Princes Way, Drouin, VIC

Postcode 3818

Phone number

03 5625 1033

ACN (if applicable)

Email address

admin.drouin@raywhite.com

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

4. Renter details

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

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

☒ Fixed term agreement Start date

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

End date

☐ Periodic agreement
(monthly) Start date

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

6. Rent

Rent amount(\$) (payable in advance)	520.00
To be paid per	☒ week ☐ fortnight ☐ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	To remain TWO (2) weeks in advance
Date first rent payment due	Tue 28/01/2025

Method used to calculate the rent increase:

Rent increased by comparative market value (see notice for more info)				
The rent will be increasing to	\$520.00	per week	from	Tue 28/01/2025

7. Bond

The Renter has paid the bond specified below

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

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

Rental bond amount(\$)	1999
Bond lodgement date	Sat 29/10/2022
Bond Lodgement No.	

Part B – Standard terms

8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

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

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB: 013-885
Account: 9041 49844
Account name: Ray White Drouin
Bank Reference: AJAX11, Coad-Kupsch

9. Service of notices and other documents by electronic methods

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

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

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

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

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

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

☒ Yes

chloe.downie@raywhite.com

☐ No

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

(Renter to tick as appropriate)

Renter 1 ☒ Yes

Belinda Coad-Kupsch: bindyk76@hotmail.com

☐ No

Renter 2 ☒ Yes

Jacob Coad: jaccobc31@gmail.com

☐ No

Renter 3 ☐ Yes

☐ No

Renter 4 ☐ Yes

☐ No

10. Urgent repairs

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

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

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

Emergency contact name

Chloe Downie

Emergency phone number

0428 697 195

Emergency email address

chloe.downie@raywhite.com

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

☒ No

☐ Yes

13. Condition report

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

(rental provider to tick as appropriate)

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

Part C – Safety related activities

14 Electrical safety activities

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

15 Gas safety activities

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

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

16 Smoke alarm safety activities

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

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

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

17 Swimming pool barrier safety activities

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

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

18 Relocatable pool safety activities

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

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

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

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

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

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

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

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

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

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

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

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

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

31. Additional terms (if any)

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

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

32. Residential Tenancy Database

In accord with Section 439 (1) of the Act Ray White Drouin will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by Ray White Drouin subject to the Act.

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or Ray White Drouin may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or Ray White Drouin may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

34. Availability of Premises

Ray White Drouin will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or Ray White Drouin should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior written consent of the Rental Provider. Any request for consent must be made in writing to Ray White Drouin.

38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or Ray White Drouin in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

39. Condition Report

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to Ray White Drouin within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by Ray White Drouin will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

40. No Promise of Renewal

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or Ray White Drouin in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

41. Rental Provider Termination

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

42. Lost Keys

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. Ray White Drouin does not guarantee that it holds a spare set of keys to the Premises at its offices.

43. Extra Keys

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to Ray White Drouin at the end of the tenancy without reimbursement.

44. Floor Protection

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

45. Changing Locks

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or Ray White Drouin a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

46. Comply with Insurance

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of

doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

47. No Invalidating Insurance

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

48. Protection Against Damage

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or Ray White Drouin or their respective contractors.

49. Shared Services

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

50. No Servicing Vehicles

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

51. Report Damage or Injury

The Renter shall notify Ray White Drouin immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

52. Notify Blockages

The Renter must as soon as practicable notify the Rental Provider or Ray White Drouin of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or Ray White Drouin or their respective contractors.

53. Alterations

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

54. Rubbish

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

55. Pests

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

56. Hanging Clothes

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of

clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

57. Replace Light Globes

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

58. Smoke Free Zone

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

59. Payment of Rental

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by Ray White Drouin from time to time.

60. Rental Increase

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

61. Maintain Garden

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

62. Watering System

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, Ray White Drouin or their contractors.

63. Rental Provider Repairs

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify Ray White Drouin in writing.

64. Urgent Repairs

The Renter acknowledges that Ray White Drouin is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact Ray White Drouin during business hours or after hours information service on 0428 697 195 or Ray White Drouin approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. Vehicle Parking

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is

provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

66. Pets

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or Ray White Drouin. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or Ray White Drouin may impose reasonable conditions. It is not unreasonable for the Rental Provider or Ray White Drouin to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or Ray White Drouin to keep a pet at the Premises the Renter must complete and provide a pet request form.

67. Pools and Water Features

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or Ray White Drouin has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provide further that at least 7 days' written notice has been given to the Renter.

69. Assignment and Sub-Letting

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or Ray White Drouin in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or Ray White Drouin for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of Ray White Drouin as agent to manage the Premises.

70. Rental Provider Notice

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

71. Renter Notice

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the

Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

72. Periodic Tenancy

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

73. Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Ray White Drouin the following costs:

1. 1.5 weeks rent inc GST
2. Marketing costs as incurred by Ray White Drouin;
\$215 inc GST
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

74. Return Keys

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to Ray White Drouin during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

75. No Set-Off

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

76. Remove Personal Property

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

77. Window Cleaning

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

78. Carpet Cleaning

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide Ray White Drouin with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

79. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

80. Electronic Notices

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of Ray White Drouin. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

81. Change of Electronic Address

The Rental Provider and the Renter must give immediate written notice to the Other Party and Ray White Drouin if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

82. Withdraw Consent

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or Ray White Drouin but such notice shall only become effective on receipt by the Rental Provider or Ray White Drouin.

83. Furnishings

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

84. Care for Furnishings

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

85. Repair/Replacement of Furnishings

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

86. Cost of Repairs/Replacements

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

87. Owners Corporation

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

1. Pet Clause: Mini Jack Russell Dog "Cobber"

The Rental Provider(s) will allow the Renter(s) to have one (1) Mini Jack Russell Dog "Cobber" at the property providing the following conditions are adhered to:

- The animal is to be registered with the local council and kept in accordance with the appropriate local laws;
- The animal must not cause disturbance to the occupants of neighbouring properties;
- The animal must not be allowed to roam to adjacent properties and/or paddocks;
- The Renter(s) agrees to repair any and all damages caused by the animal to the rental premises including but not limited to: soft furnishing, fly wires, the grounds and associated vegetation;
- The Renter(s) agrees to complete a flea fumigation of the property at the termination of the tenancy at the Renter's cost, utilising an appropriate professional contractor. Written evidence of same, must be supplied to the Managing Agent;
- The Renter(s) agrees to have all carpets professionally cleaned and deodorised at the termination of the tenancy at the Renter's cost, utilising an appropriate professional contractor. Written evidence of same, must be supplied to the Managing Agent;

This clause is to be read in conjunction with Clause 30 & Clause 67 within the Residential Rental Agreement. Failure to adhere to the above conditions will result in permission being withdrawn for the animal to be kept on the rental premises by the Rental Provider(s).

Renter Acknowledgement

1. Belinda Coad-Kupsch viewed and acknowledged at Mon, 07/10/2024 09:04 from device: Android 10 K Samsung Internet 26.0
2. Jacob Coad viewed and acknowledged at Fri, 11/10/2024 21:01 from device: iOS 17.6.1 iPhone Mobile Safari 17.6

2. "Smoke Free Zone"

The Renter acknowledges that the house and garage are a 'Smoke Free Zone' and all smoking is to be done outside.

Cigarette butts are to be disposed of in the rubbish bin and must not be left on the ground or in the gardens.

Should smoking occur in the property you will be liable for any smoke damages and removal of odours at the property. This may include, but is not limited to, having window furnishings and carpets professionally cleaned, deodorised and/or fogged. Depending on the severity of the breach the walls and ceiling may also need to be washed or repainted by a qualified painter and soft furnishings replaced.

Renter Acknowledgement

1. Belinda Coad-Kupsch viewed and acknowledged at Mon, 07/10/2024 09:04 from device: Android 10 K Samsung Internet 26.0
2. Jacob Coad viewed and acknowledged at Fri, 11/10/2024 21:01 from device: iOS 17.6.1 iPhone Mobile Safari 17.6

Property Disclosures

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

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☒ No

Comments

-

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?

If yes, please provide details below.

☐ Yes ☒ No

Comments

-

Homicide

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

☐ Yes ☒ No

Comments

-

Drug Contamination

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

☐ Yes ☒ No

Comments

-

Mould or Dampness

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

☐ Yes ☒ No

Comments

-

Safety Checks

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

☒ Yes ☐ No

Comments

[Ray White to comment](#)

Safety Check Recommendations

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

☐ Yes ☒ No

Comments

Asbestos

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

☐ Yes ☒ No

Comments

-

Building/Planning Permit

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

☐ Yes ☒ No

Comments

-

Building Work Dispute

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

☐ Yes ☒ No

Comments

-

OC Dispute

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

☐ Yes ☒ No

Comments

-

Building Defects/Safety Concerns

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

☐ Yes ☒ No

Comments

-

Heritage Register

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

☐ Yes ☒ No

Comments

-

Minimum Standards

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

☒ Yes ☐ No

Comments

-

Right To Let the Premises

Are you the owner of the property?

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

☒ Yes ☐ No

Comments

-

Mortgagee Possession

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

☐ Yes ☒ No

Comments

-

Renter Acknowledgement

1. Belinda Coad-Kupsch viewed and acknowledged at Mon, 07/10/2024 09:04 from device: Android 10 K Samsung Internet 26.0
2. Jaccob Coad viewed and acknowledged at Fri, 11/10/2024 21:01 from device: iOS 17.6.1 iPhone Mobile Safari 17.6

Privacy Collection Notice

As professional property managers **Ray White Drouin** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 5625 1033

Primary Purpose

As professional property managers, **Ray White Drouin** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

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

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Ray White Drouin** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Ray White Drouin also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

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

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

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

The **Ray White Drouin** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Ray White Drouin** privacy policy can be viewed without charge on the **Ray White Drouin** website; or contact your local **Ray White Drouin** office and we will send or email you a free copy.

Disclaimer

Ray White Drouin its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Ray White Drouin** disclaims all liability and responsibility including for negligence for

any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

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

Rental Provider's Agent

Rental Provider's Agent : **Chloe Downie** on behalf of **Michael Clark** (Rental Provider)



Signed at Mon, 14/10/2024 08:09 , from device: Windows 10 Other Chrome 129.0.0

Renter(s)

Renter 1: **Belinda Coad-Kupsch**



Signed at Mon, 07/10/2024 09:05 , from device: Android 10 K Samsung Internet 26.0

Renter 2: **Jaccob Coad**



Signed at Fri, 11/10/2024 21:02 , from device: iOS 17.6.1 iPhone Mobile Safari 17.6

AUDIT TRAIL

Belinda Coad-Kupsch (Renter)

Mon, 07/10/2024 09:02 - Belinda Coad-Kupsch clicked 'start' button to view the Residential Rental Agreement
(Android 10 K Samsung Internet 26.0, IP: 49.178.142.232)

Mon, 07/10/2024 09:05 - Belinda Coad-Kupsch stamped saved signature the Residential Rental Agreement
(Android 10 K Samsung Internet 26.0, IP: 49.178.142.232)

Mon, 07/10/2024 09:05 - Belinda Coad-Kupsch submitted the Residential Rental Agreement (Android 10 K
Samsung Internet 26.0, IP: 49.178.142.232)

Jacob Coad (Renter)

- Fri, 11/10/2024 21:01 - Jacob Coad clicked 'start' button to view the Residential Rental Agreement (*iOS 17.6.1 iPhone Mobile Safari 17.6, IP: 149.167.16.92*)
- Fri, 11/10/2024 21:02 - Jacob Coad stamped saved signature the Residential Rental Agreement (*iOS 17.6.1 iPhone Mobile Safari 17.6, IP: 149.167.16.92*)
- Fri, 11/10/2024 21:02 - Jacob Coad submitted the Residential Rental Agreement (*iOS 17.6.1 iPhone Mobile Safari 17.6, IP: 149.167.16.92*)

Chloe Downie (Rental Provider's Agent)

- Mon, 14/10/2024 08:09 - Chloe Downie clicked 'start' button to view the Residential Rental Agreement
- Mon, 14/10/2024 08:09 - Chloe Downie stamped saved signature the Residential Rental Agreement
- Mon, 14/10/2024 08:09 - Chloe Downie submitted the Residential Rental Agreement

AGREEMENT END
