

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	UNIT 2, 14 SHAKESPEARE COURT, DROUIN VIC 3818	
Vendor's name	Wananavu Superannuation Fund Pty Ltd ACN 699 056 347 atf Wananavu Superannuation Fund A.B.N. 50320716806	Date 17 / 6 / 2026
Vendor's signature	DocuSigned by:  34C5B18874284F3	
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) ☒ Are contained in the attached certificate/s.

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

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' ☐

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

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):

Not Applicable

6. OWNERS CORPORATION

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

6.1 ☒ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.

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 ☒
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9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 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 11510 FOLIO 223

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LAND DESCRIPTION

Lot 2 on Plan of Subdivision 713924W.
PARENT TITLE Volume 11341 Folio 201
Created by instrument PS713924W 28/07/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WANANAVU SUPERANNUATION FUND PTY LTD of 3 MINERAL COURT DROUIN VIC 3818
AL622563S 14/01/2015

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AJ676005S 18/05/2012

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

AGREEMENT Section 173 Planning and Environment Act 1987
AH066376Y 26/02/2010

DIAGRAM LOCATION

SEE PS713924W 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: UNIT 2 14 SHAKESPEARE COURT DROUIN VIC 3818

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS713924W

DOCUMENT END



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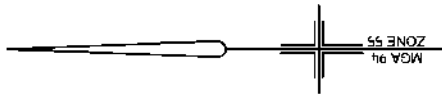
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Document Identification	PS713924W
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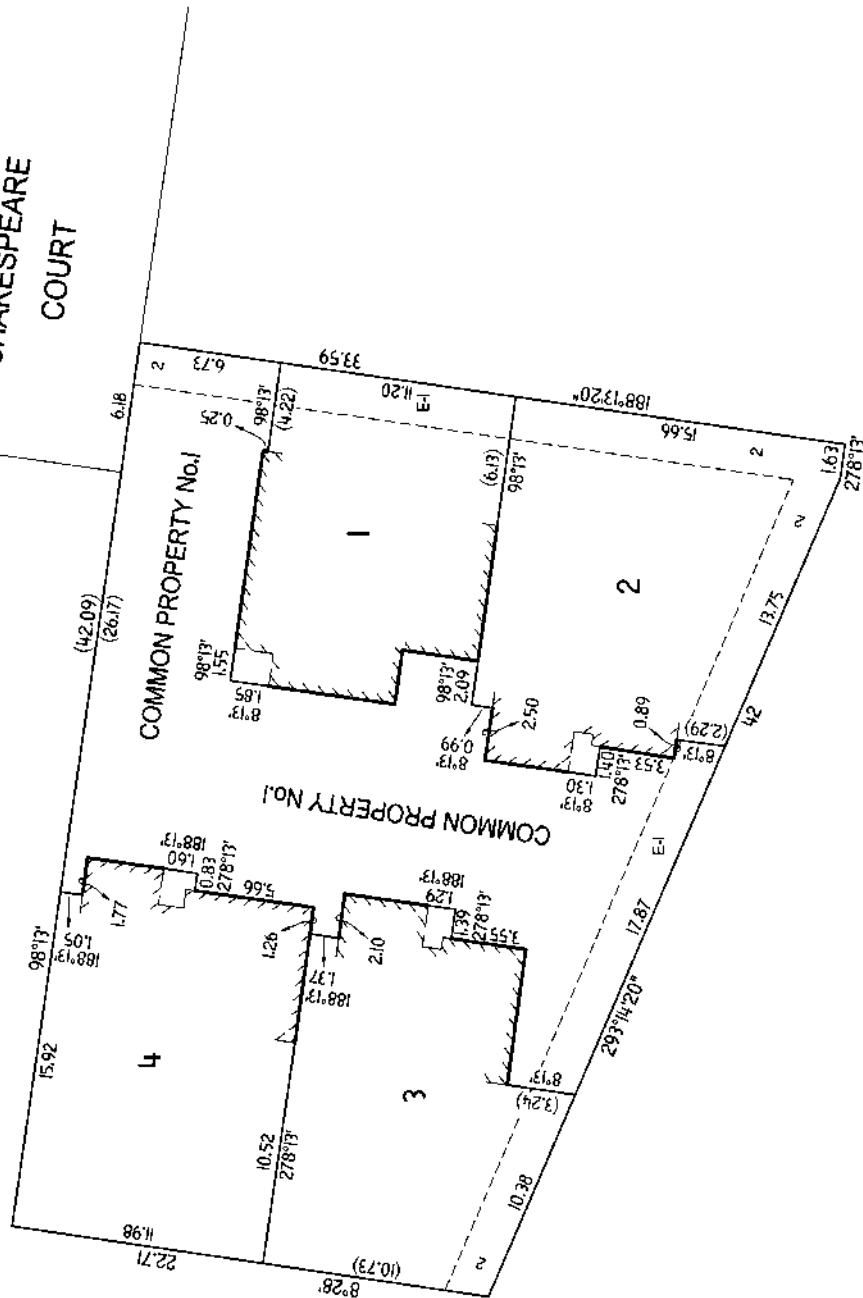
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PLAN OF SUBDIVISION			LV USE ONLY EDITION 1	PS 713924W
LOCATION OF LAND PARISH: DROUIN WEST TOWNSHIP: SECTION: CROWN ALLOTMENT: 77A (PART) CROWN PORTION: TITLE REFERENCES: V.11341 F.201 LAST PLAN REFERENCES: Lot 608 PS634466Q POSTAL ADDRESS: 14 SHAKESPEARE COURT (At time of subdivision) DROUIN 3818 MGA Co-ordinates E 398610 ZONE: 55 (of approx centre of land in plan) N 5777780			CERTIFYING AUTHORITY BAW BAW SHIRE COUNCIL REFERENCE PSB0061/13.01	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		STAGING This is not a staged subdivision. Planning permit No. PSB0061/13 LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including: purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.	
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION 15.24m				
Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries as defined by buildings: Face of walls, doors, windows: All boundaries. Hatching within a parcel indicates that the structure of the relevant walls, doors and windows is contained in that parcel. Survey: This plan is based on survey. This survey has been connected to permanent marks no.(s) 367 in Proclaimed Survey Area no. -				
EASEMENT INFORMATION				
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easements and rights implied by Section 12(2) of the Subdivision Act 1988 apply to all the land in the plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	PIPELINE OR ANCILLIARY PURPOSES	SEE DIAG.	PS634466Q & SECTION 136 WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
 Planners Surveyors Engineers PO Box 1055 Dandenong Victoria 3175 Telephone 03 9794 9438 Facsimile 03 9794 9532 manager@klms.com.au		LICENSED SURVEYOR JAMES CHARLES CANNING DIGITALLY SIGNED		PLAN REGISTERED TIME: 11.47am DATE: 28/7/14 Mario Riggio Assistant Registrar of Titles
		REF 5933	VERSION 2	
		ORIGINAL SHEET SIZE A3	SHEET 1 OF 2 SHEETS	



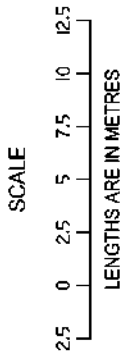
SHAKESPEARE
COURT



PS 713924W

KLM SPATIAL
LAND DEVELOPMENT INTELLIGENCE

Planners Surveyors Engineers
PO Box 1055
Dandenong Victoria 3175
Telephone 03 9794 9438
Facsimile 03 9794 9532
manager@klms.com.au



ORIGINAL
SCALE
1:250

LICENSED SURVEYOR JAMES CHARLES CANNING
DIGITALLY SIGNED

REF **5933** VERSION **2**

ORIGINAL SHEET SIZE A3 SHEET 2

CERTIFYING AUTHORITY
BAW BAW SHIRE COUNCIL
PSB006/1/13.01



Plan of Subdivision PS713924W
Certifying a New Version of an Existing Plan (Form 11)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S039524C

Plan Number: PS713924W

Responsible Authority Name: Baw Baw Shire Council

Responsible Authority Reference Number 1: PSB0061/13.01

Surveyor's Plan Version: 2

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 26/09/2013

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made at Certification

Digitally signed by Council Delegate: Bimal Narayan

Organisation: Baw Baw Shire Council

Date: 06/06/2014



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS713924W

The land in PS713924W is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

URBAN BODY CORPORATE MANAGEMENT PTY LTD SUITE 6 535 WHITEHORSE ROAD MITCHAM VIC 3132

AM484832X 18/01/2016

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC022820L 28/07/2014

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	25	25
Lot 2	25	25
Lot 3	25	25
Lot 4	25	25
Total	100.00	100.00



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1 PLAN NO. PS713924W
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From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



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Transfer of Land

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Phone:

Address:

Reference: 1244517a

Customer Code:

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

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

Land: (volume and folio)

Certificate of Title Volume 11341 Folio 201

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

All its estate in fee simple

Consideration:

\$140,000.00

Transferor: (full name)

BIKUT PTY LTD ACN 115 506 468

Transferee: (full name and address including postcode)

DURAN INVESTMENTS PTY LTD ACN 073 730 560 of Shop 4/35 Wood Street, Beaconsfield, VIC 3807

Directing Party: (full name)

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

And we the said Transferees for ourselves, our respective heirs, executors, administrators and transferees and registered proprietors for the time being of the Lot hereby transferred and of each and every part thereof DO HEREBY COVENANT with the said BIKUT PTY LTD and the other registered proprietors for the time being of each of the Lots on Plan of Subdivision No. PS634466Q (other than the Lot hereby transferred and Lots 602, 603, 612 and 612 of the said Plan of Subdivision) as follows:-

1. To be or remain erected on the land hereby sold:-
 - a. any dwelling house having external walls of not more than twenty five percent weatherboard with the balance constructed of brick, brick veneer or masonry;
 - b. any dwelling house that is not constructed of new materials;
 - c. any dwelling house having split log walls of any kit home, relocatable home, transportable or temporary dwelling structure or caravan used as a dwelling;

515104A

Order to Register

Duty Use Only

T2

Please register and issue Certificate of Title to

3470 Original Land Transfer
Stamped with \$3,470.00
Doc ID 2843031, 17 May 2012
SRO Victoria Duty, RMX2

Page 1 of 2

Signed

Customer Code:

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

AJ676005S

- d. any dwelling house which is not constructed with a roof of any material other than terracotta tiles or other non reflective material (colourbond) with not less than two falls at a minimum pitch of 12 degrees;
2. To park or permit to be parked any commercial vehicle with a carrying capacity in excess of 2 tonnes on the land so as to be visible from any street.

AND it is intended that this Covenant shall be set out as an encumbrance on the Certificate of Title issued for the Lot hereby transferred and shall run with the Land.

Dated:

Execution and attestation:

EXECUTED by BIIKUT PTY LTD ACN 115 506 468
in accordance with Section 127 of the Corporations Act
2001 by being signed by those persons who are
authorised to sign for the company:

Signature of Director

Ian Edwin Sawerby

Full name of Director

20 Craig Street, Warragul

Usual address of Director

Zvonko Maric

Signature of Director / Secretary

Zvonko Maric

Full name of Director / Secretary

115 Rulement Rd, Warragul

Usual address of Director / Secretary

THE COMMON SEAL of DURAN INVESTMENTS
PTY LTD ACN 073 730 560 was affixed in the
presence of the authorised person

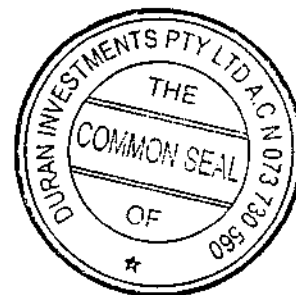
Signature of Sole Director and Sole Company Secretary

Gregory John Paul Kilner

Full name of Sole Director and Sole Company Secretary

Shop 4, 35 Wood Street, Beaconsfield VIC 3807

Usual address of Sole Director and Sole Company Secretary



515104A

Order to Register

Duty Use Only

T2

Please register and issue Certificate of Title to

Page 2 of 2

Signed

Customer Code:

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



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Application by
Responsible Authority,
Relevant Authority,
Referral Authority or Council
for the making of a recording of an
agreement
Section 181(1) Planning and Environment Act 1987

Lodged by: Rachael Webb
Name: Norton Rose
Phone: 8686 6000
Address: RACV Tower, 485 Bourke Street, Melbourne
Ref: RLW:EDW:2675683
Customer Code: 1724X

The authority or council having made an agreement requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 10918 Folio 420 known as Main Road South/Bosanko Road, Drouin and Certificate of Title Volume 9320 Folio 959 known as 30 Pryor Road, Drouin

Authority or council: Melbourne Water Corporation of 100 Wellington Parade, East Melbourne, Victoria, 3002

Section and Act under which agreement made: Section 173 Planning & Environment Act 1987

A copy of the agreement is attached to this application

Date: 18 February 2010

Signed:

Name: PETER McWHINNEY

Office held: MANAGER STATUTORY PLANNING BAW BAW SHIRE COUNCIL



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173



Dated 23 February 20¹⁰~~09~~

Planning agreement

Parties

Melbourne Water Corporation

Baw Baw Shire Council

BIIKUTONE PTY LTD (ACN 126 920 705)

BIIKUT Pty Ltd (ACN 115 506 468)

Contact

Deacons

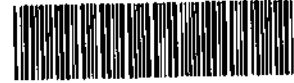
RACV Tower, 485 Bourke Street Melbourne 3000

Website: www.deacons.com.au

Ref: EDW:RLW:2675683

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Agreement dated 23/02/2010

- Parties**
- Melbourne Water Corporation**
of 100 Wellington Parade East Melbourne 3002 in the State of
Victoria ("**Melbourne Water**")
- Baw Baw Shire Council**
of Municipal Offices Civic Place Warragul 3820 in the said State
(the "**Responsible Authority**")
- BIIKUTONE PTY LTD** (ACN 126 920 705)
of Suite 10, 22-26 Princes Highway Drouin 3818 in the State of
Victoria ("**First Owner**")
- BIIKUT PTY LTD** (ACN 115 506 468)
of Suite 10, 22-26 Princes Highway Drouin 3818 in the State of
Victoria ("**Second Owner**")

Recitals

- A.** The Responsible Authority is responsible for the administration and enforcement of the Baw Baw Planning Scheme (**Planning Scheme**) pursuant to the provisions of the Act.
- B.** The First Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the land described in Certificate of Title Volume 10918 Folio 420 being Lot B PS 524046D and known as Main Road South / Bosanko Road, Drouin 3818 (the **Land**).
- C.** The Second Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the land described as Lot 1 on Title Plan 171985E formerly known as part of Crown Allotment 77A Parish of Drouin West), Certificate of Title Volume 09320 Folio 959, known as 30 Pryor Road Drouin (the **Adjacent Land**) which is proposed to be developed for residential purposes.
- D.** On 16 September 2003 the Responsible Authority issued Planning Permit No. PLS03087 in relation to the Land for a staged residential subdivision. On 8 July 2009 the Planning Permit was amended to provide the option of stormwater retardation on the Adjacent Land (the **Planning Permit**) as shown on the Amended Concept Plan.
- E.** Condition 16A of the Planning Permit provides as follows:

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The owner of the land must enter into an agreement pursuant to Section 173 of the Planning Environment Act 1987 with the Responsible Authority and Melbourne Water Corporation. All costs associated with the settling up of this agreement must be borne by the permit holder. The agreement must be registered on title and run with the land, must provide, to the satisfaction of the Responsible Authority and Melbourne Water for:

a). land owners aware of retarding basin/wetlands works required as part of the development;

b). informing land owners of the new location for the retarding basin/wetland as per the Subdivision Concept Plan – Stage 3 & 4, Ref: 3420230-05P, Rev: C, Date 12 May 2009.

- F. The parties enter into this Agreement to facilitate the requirements referred to in Recital E above.

It is agreed

1. Definitions and interpretation

1.1 Definitions

In this Agreement, the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- (1) **Act** means the Planning and Environment Act 1987;
- (2) **Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;
- (3) **Adjacent Land** means the land described in Recital C;
- (4) **Amended Concept Plan** means the plan titled Subdivision Concept Plan, Stage 3 and 4 ref: 3420230-05P, Rev C, dated 12 May 2009 stamped as endorsed by the Responsible Authority on 8 July 2009 as attached at Schedule 1.
- (5) **GST Act** means the New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time;
- (6) **Land** means the land described in Recital B;
- (7) **Mortgagee** means the person described in Recital C.
- (8) **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor

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or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession;

- (9) **Owners** means the First Owner and the Second Owner;
- (10) **Planning Permit** means the Planning Permit described in Recital D including the plans endorsed under it.
- (11) **Planning Scheme** means the Baw Baw Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- (12) **Responsible Authority** means Baw Baw Shire Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors;
- (13) **Tribunal** means the Victorian Civil and Administrative Tribunal.

2. Interpretation

In this Agreement, unless the context indicates otherwise:

A reference to this Agreement includes any variation or replacement of it.

- (1) The singular includes the plural and the plural includes the singular.
- (2) A reference to a gender includes a reference to each other gender.
- (3) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (4) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (5) A reference to a statute includes any subordinate instruments made under that statute.
- (6) A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- (7) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (8) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (9) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run

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at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. Specific obligations of the Owners

- 3.1 The Owners agree that any prospective purchasers of the Land and the Adjacent Land will be made aware that works associated with the construction of a stormwater retarding basin / wetland are required to be undertaken under the Planning Permit on the Adjacent Land in the location shown on, and otherwise in accordance with, the Amended Concept Plan to the satisfaction of the Responsible Authority and Melbourne Water.

4. Obligations of the Owners

The Owners further agree that:

4.1 Notice and registration

The Owners must bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

4.2 Mortgagee to be bound

The Owners covenant to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes Mortgagee in possession of the Land or the Adjacent Land.

4.3 Registration of Agreement

The Owners will do all things necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land and the Adjacent Land in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

4.4 Responsible Authority's and Melbourne Water's costs to be paid

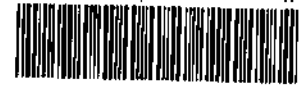
The Owners must pay immediately on demand the reasonable costs of the Responsible Authority and Melbourne Water of and incidental to the preparation, execution and registration of this Agreement. Those costs are and remain a charge on the Land and the Adjacent Land until paid.

4.5 Indemnity

The Owners agree to indemnify and keep indemnified Melbourne Water and the Responsible Authority from and against all costs, expenses,

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losses or damages that they may sustain, incur, suffer or be liable for in respect of any judgment or order made against the Owners and which are referable to a breach of or non-compliance with this Agreement but excluding any costs, expenses, losses or damages caused by the conduct of Melbourne Water or the Responsible Authority.

The parties agree that each will conduct itself in a manner that ensures mitigation of its loss in respect of any claim, suit, action, proceeding or judgment brought by any person.

4.6 Responsible Authority access

The Owners agree to allow the Responsible Authority and Melbourne Water to enter the Land at any reasonable time to assess compliance with this Agreement following two (2) days written notice to the First Owner in the case of the Land and the Second Owner in the case of the Adjacent Land.

5. Further assurance

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

6. Agreement under section 173 of the Act

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

7. Agreement runs with the land

The parties acknowledge and agree that the obligations in this Agreement take effect as covenants annexed to the Land and the Adjacent Land that run at law and in equity with the Land and the Adjacent Land and bind the Owners.

8. Owners' warranties

Without limiting the operation or effect which this Agreement has, the Owners warrant that apart from the Owners and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land or the Adjacent Land.

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9. Planning objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the Objectives of Planning in Victoria and the objectives of the Planning Scheme.

10. Successors in title

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

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

11. Goods and services tax

11.1 Definitions and expressions

Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

11.2 Liability to pay any GST

Except where express provision is made to the contrary, and subject to this clause, any consideration that may be provided under this Agreement is exclusive of any GST. If a party makes a taxable supply in connection with this Agreement for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

11.3 Costs

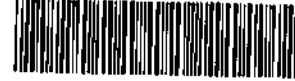
To the extent that one party is required to reimburse another party for costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an input tax credit.

11.4 Tax Invoice

A party's right to payment of GST is subject to a tax invoice being delivered to the recipient of the taxable supply.

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12. General matters

12.1 Service of notice

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

- (1) by delivering it personally on that party; or
- (2) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (3) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

12.2 Time of service

A notice or other communication is deemed served:

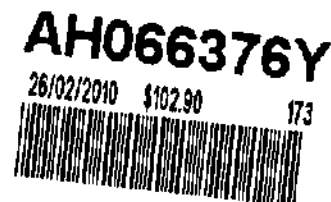
- (1) if delivered personally, on the next following business day;
- (2) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;
- (3) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- (4) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

12.3 No waiver

Any time or other indulgence granted by the Responsible Authority or Melbourne Water to the Owner or any variation of the terms and conditions of this Agreement or any judgement or order obtained by the Responsible Authority or Melbourne Water against the Owners or any one of them, will not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority or Melbourne Water in relation to the terms of this Agreement.

12.4 Jurisdiction

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.



12.5 Severability

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

12.6 Disputes

- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.
- (2) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.
- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or must not be done without its consent and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- (4) The parties are entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses 12.6(2) and 12.6(3) above, and unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

12.7 No fettering of Responsible Authority's or Melbourne Water' powers

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority or Melbourne Water to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or the Adjacent Land or relating to any use or development of the Land or the Adjacent Land.

13. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

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14. Amendment

Subject to the consent of the Minister responsible for administering the Act, the parties may agree in writing to amend this Agreement.

15. Counterparts

This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

- (1) must be treated as an original counterpart;
- (2) is sufficient evidence of the execution of the original; and
- (3) may be produced in evidence for all purposes in place of the original.

16. Ending of Agreement

16.1 This Agreement will end by agreement between the parties.

16.2 Once this Agreement ends, the Responsible Authority will, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

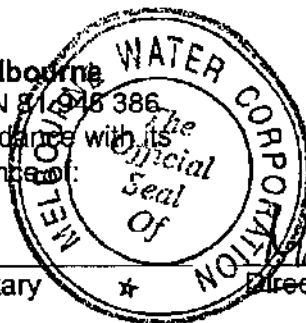
AH066376Y

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Executed by the parties as a deed.

The common seal of Melbourne
Water Corporation ABN 81 945 386
953 was affixed in accordance with its
constitution in the presence of:



[Signature]
Director/company secretary

Acting

ANN HULL

Name of director/company secretary
(BLOCK LETTERS)

Acting

Signed by in the presence of:

[Signature]
Director/Acting Managing Director

MALLAM HAYNES

Name of director
(BLOCK LETTERS)

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

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Signed by and on behalf and with the
authority of the **Baw Baw Shire**
Council by *Phil Stone, Director Planning & Information*
in the exercise of power conferred an
instrument of delegation dated 24 July
2009 in the presence of:

[Signature]

Signature of witness

[Signature]

Phil Stone

MIRIAM TURNER

Name of witness
(BLOCK LETTERS)

Executed by **BIKUTONE PTY LTD**
(ACN 126 920 705) in accordance
with section 127 of the *Corporations*
Act 2001:

Zvonko Maric

Director/Company Secretary

Director

Zvonko MARIC

Name of Director/Company Secretary
(BLOCK LETTERS)

IAN SOWERBY

Name of Director/Company Secretary
(BLOCK LETTERS)

Executed by **BIKUT Pty Ltd** (ACN
115 506 468) in accordance with
section 127 of the *Corporations Act*
2001:

Zvonko Maric

Director/Company Secretary

Director

Zvonko MARIC

Name of Director/Company Secretary
(BLOCK LETTERS)

IAN SOWERBY

Name of Director/Company Secretary
(BLOCK LETTERS)

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**Schedule 1
Amended Concept Plan**

The plan which is Schedule 1 has been removed from this counterpart of the Section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this Section 173 Agreement which are held by:

- The Minister for Planning;
- The Responsible Authority;
- The Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart agreement together with Schedule 1 is available for inspection at the offices of the Responsible Authority during normal hours upon giving the Responsible Authority reasonable notice.

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Subdivision Concept Plan - Stage 3 & 4
Canterbury - Drouin

ref: 3420230-08/P
date: 12 May 2009
rev: C
drawn: RG
checked: MY

please note:
This plan is based on preliminary information
only and may be subject to change as a result
of formal Council/Autority advice, detailed site
investigation and confirmation by survey

Scale: 1:2000 @ A1
0 20 40 80m

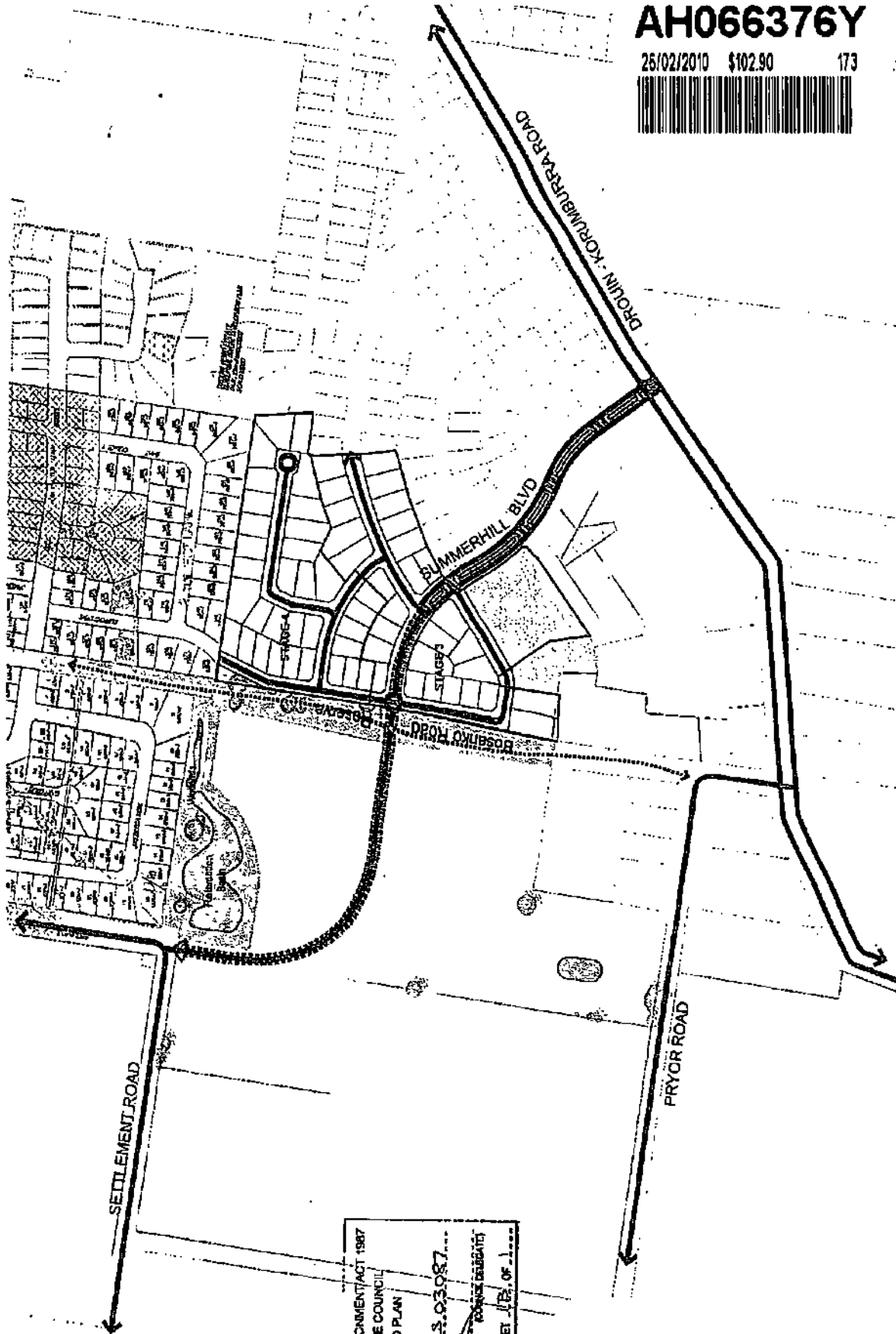
- LEGEND
- Boundary
 - Road Network
 - Proposed Road (not road)
 - Proposed Road (not road)
 - Existing Vegetation
 - Proposed Vegetation
 - Water
 - Public Open Space

PLANNING AND ENVIRONMENT ACT 1987
BAW BAW SHIRE COUNCIL
ENDORSED PLAN

PLANNING PERMIT No. PLS.03.087

APPROVED FOR THE COUNCIL

DATE 28/7/09 SHEET 12 OF 12



Property Report

2/14 Shakespeare Court, Drouin Vic
3818

Date: 02/06/2026



Katrina Wilmot

katrina@sfconvey.com

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot 2 PS713924

LOCAL GOVERNMENT (COUNCIL)

Baw Baw

LEGAL DESCRIPTION

2\PS713924

COUNCIL PROPERTY NUMBER

27644

LAND SIZE

225m² Approx

ORIENTATION

South

FRONTAGE

Unavailable

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 (1980 m)

Chairo Christian School (2968 m)

Chairo Christian School - Drouin East Campus (4630 m)

CLOSEST PRIMARY SCHOOLS

Drouin Primary School (1406 m)

CLOSEST SECONDARY SCHOOLS

Drouin Secondary College (737 m)

Burglary Statistics

POSTCODE AVERAGE

1 in 91 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 80 Homes

Council Information - Baw Baw

PHONE

03 5624 2411 (Baw Baw)

EMAIL

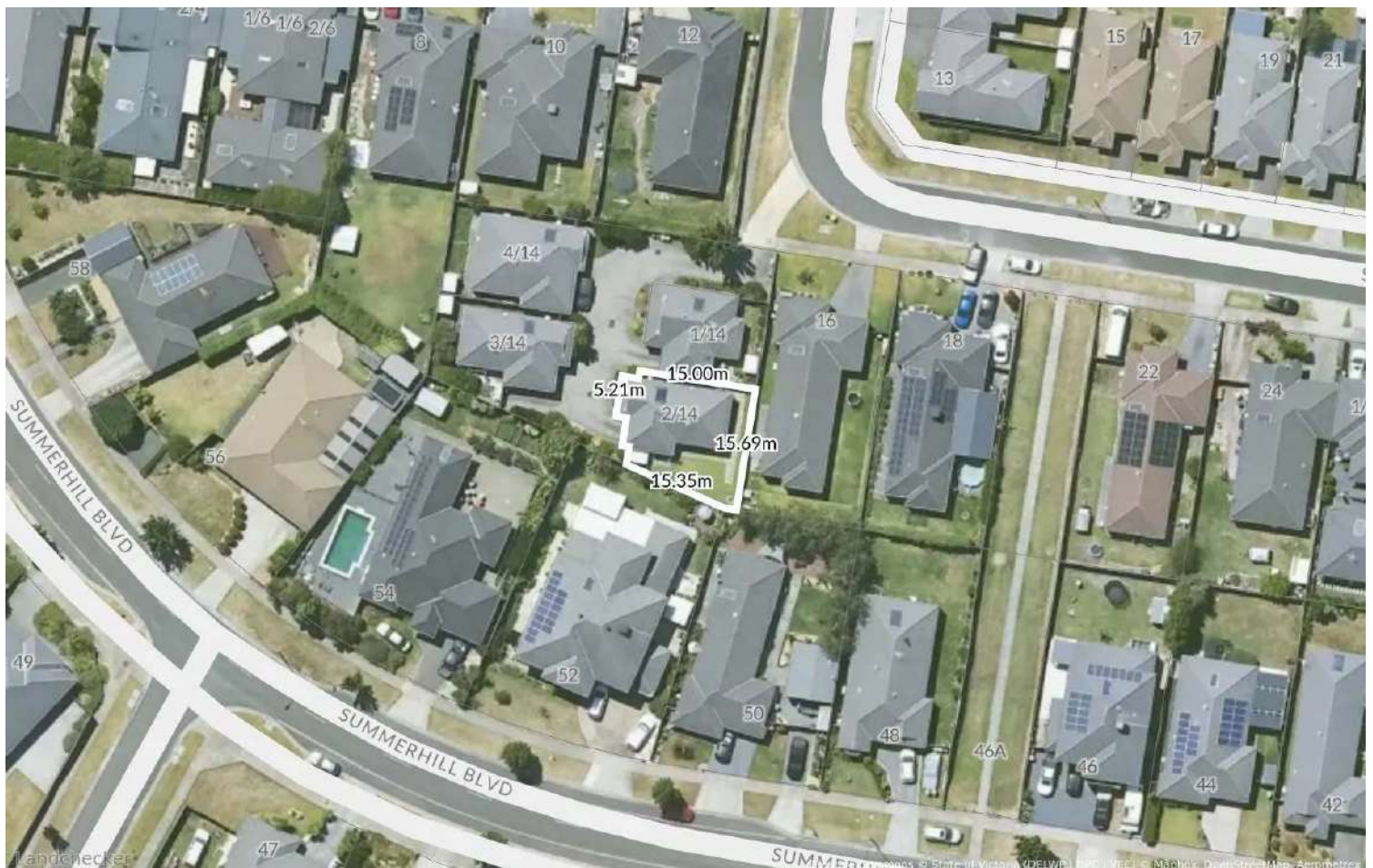
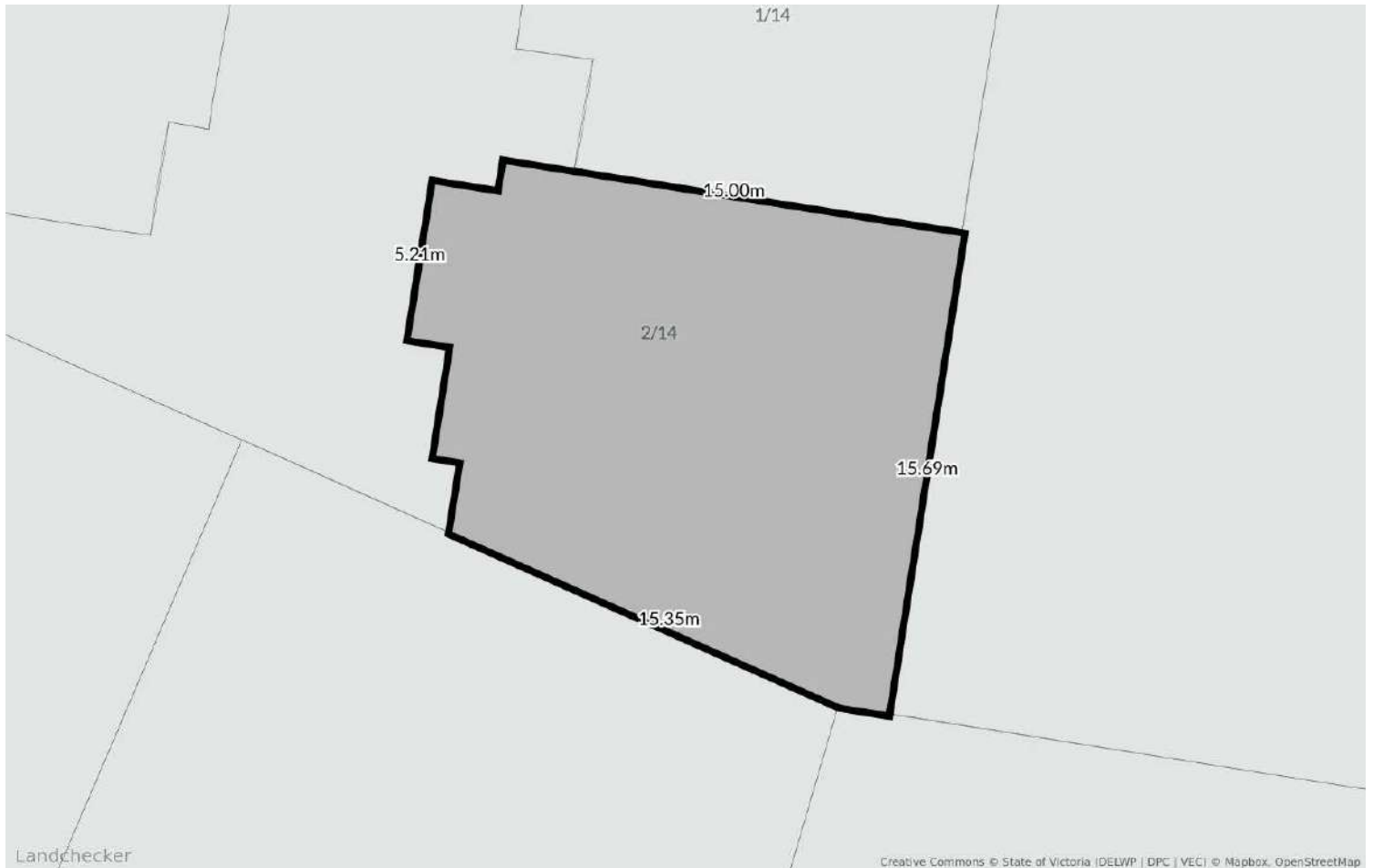
bawbaw@bawbawshire.vic.gov.au

WEBSITE

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

SITE DIMENSIONS

2/14 Shakespeare Court, Drouin Vic 3818



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

2/14 Shakespeare Court, Drouin Vic 3818

Status	Code	Date	Description
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	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	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).
APPROVED	VC297	06/03/2026	Amendment VC297 creates an efficient approvals pathway for permits to facilitate the assessment of minor projects to support the delivery of the broader Suburban Rail Loop Authority transport program, including Suburban Rail Loop East.

PROPOSED PLANNING SCHEME AMENDMENTS

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

FZ - Farming Zone

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.

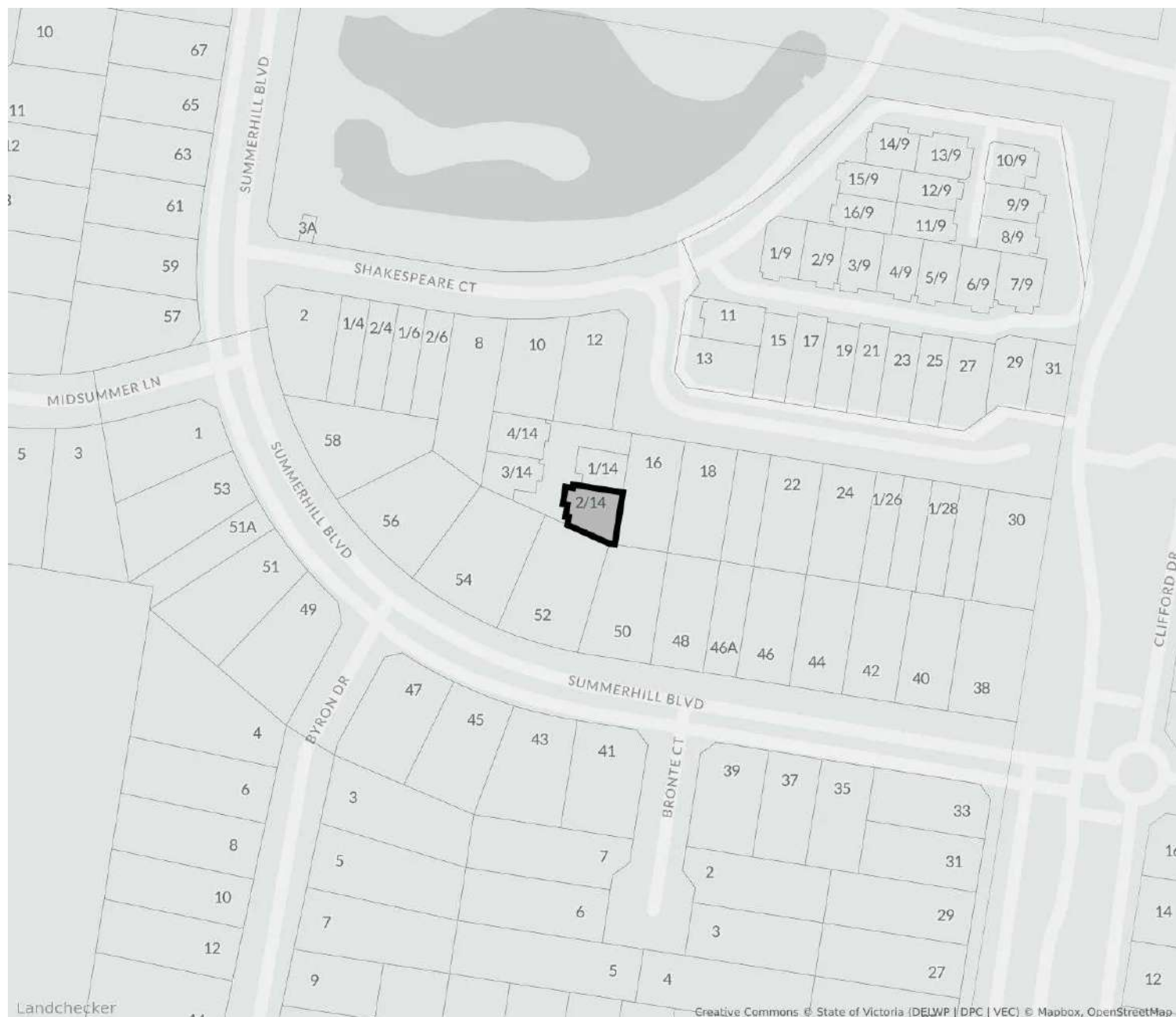
The Plan provides for different amounts of levy to be payable in specified areas, which are shown on the Plans to this Schedule, and in the Baw Baw Shire Development Contributions Plan (December 2023).

LPP 45.06 Schedule 1 To Clause 45.06 Development Contributions Plan Overlay

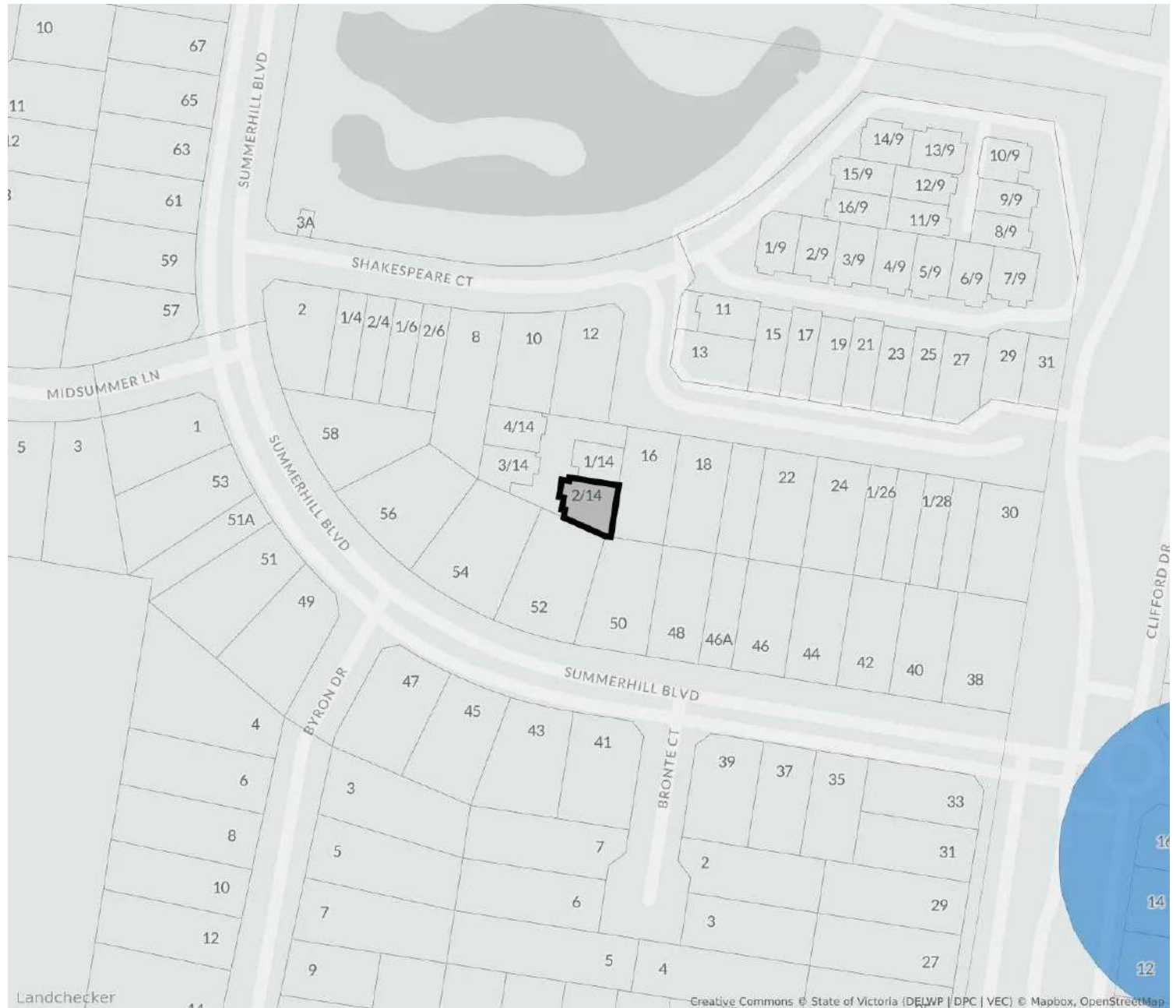
For confirmation and detailed advice about this planning overlay, please contact BAW BAW council on 03 5624 2411.

NEARBY OVERLAYS

2/14 Shakespeare Court, Drouin Vic 3818



There are no overlays in the vicinity



Aboriginal Cultural Heritage Sensitivity

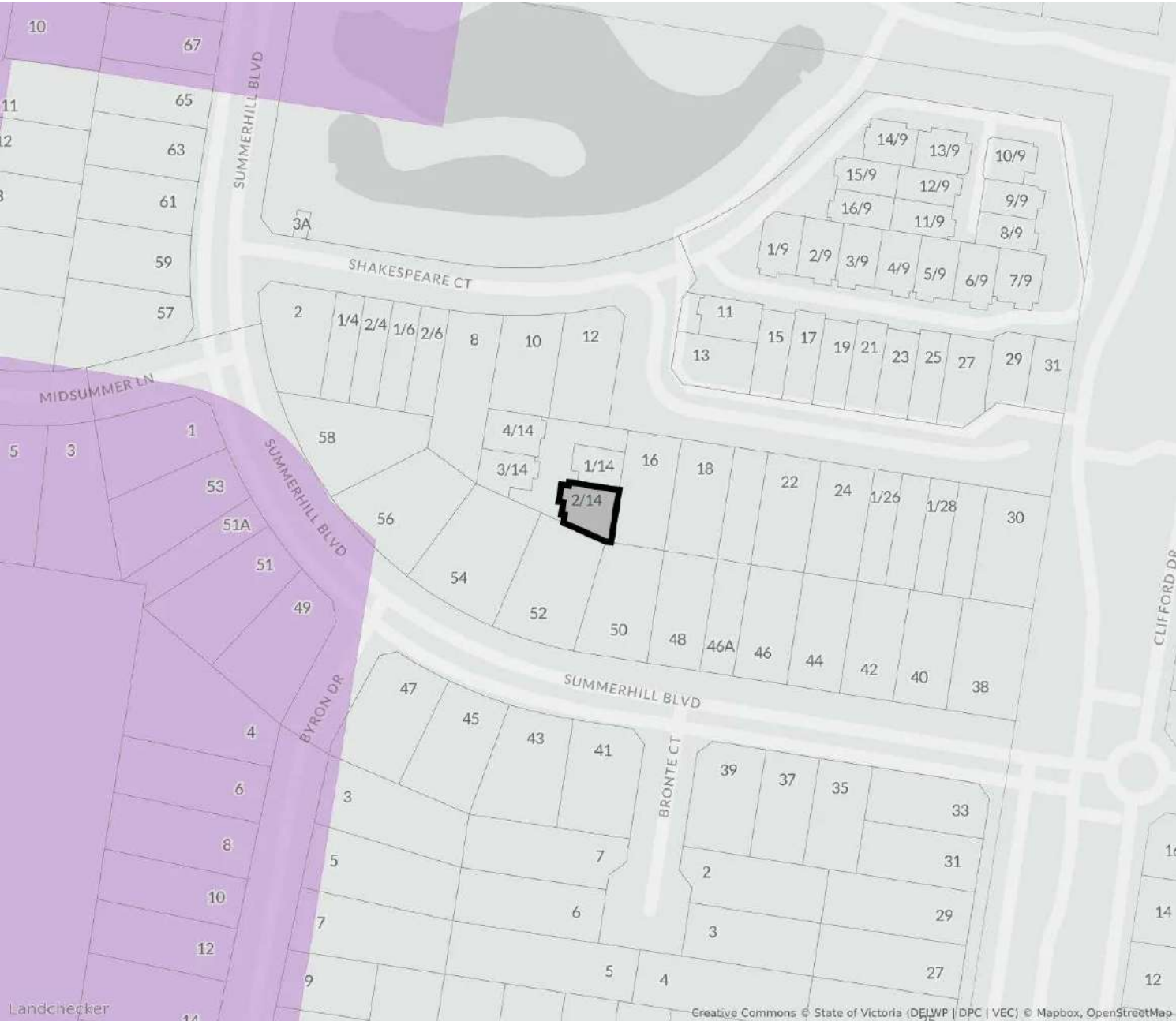
This property is within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

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



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

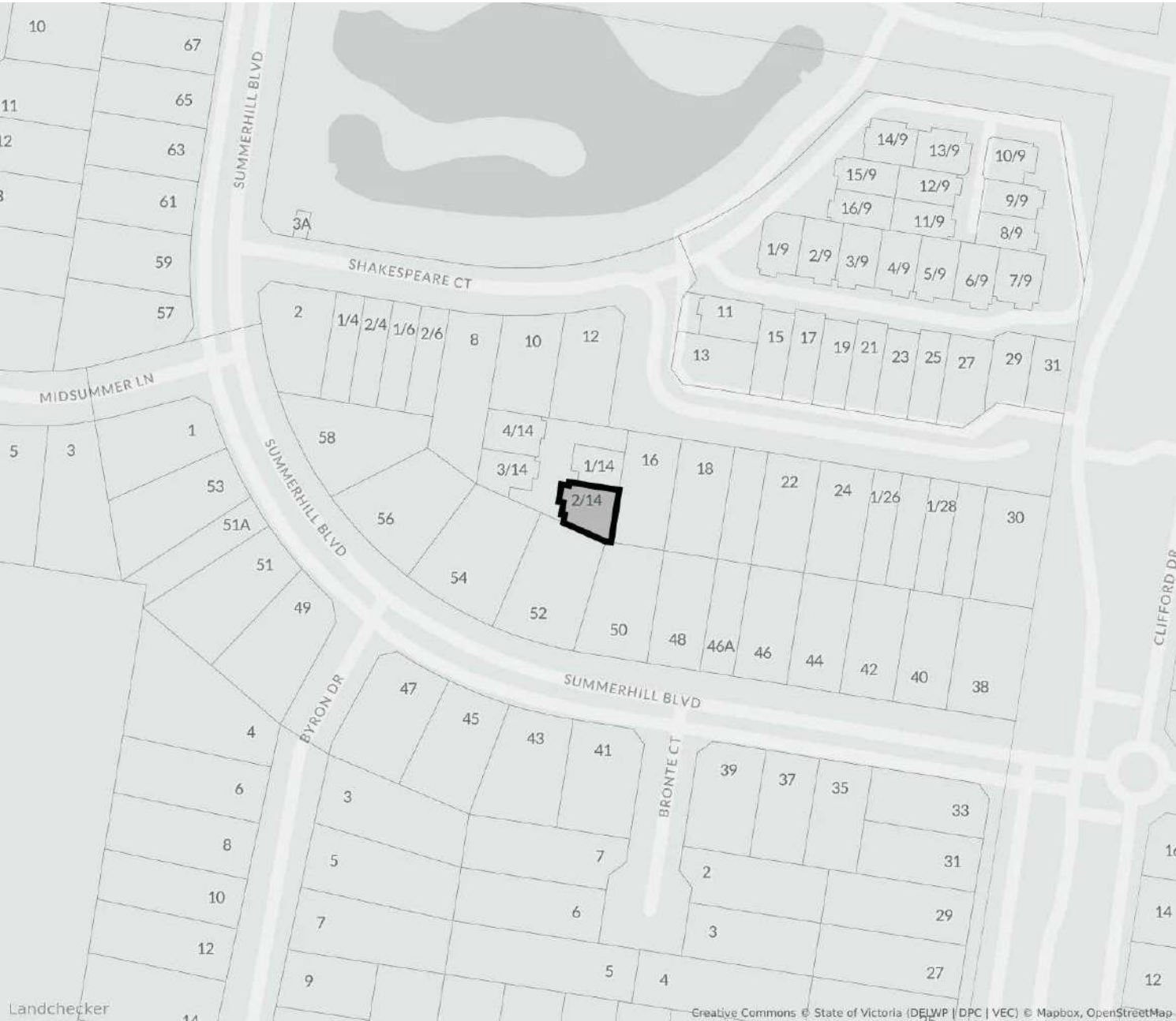


Bushfire Prone Area

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			



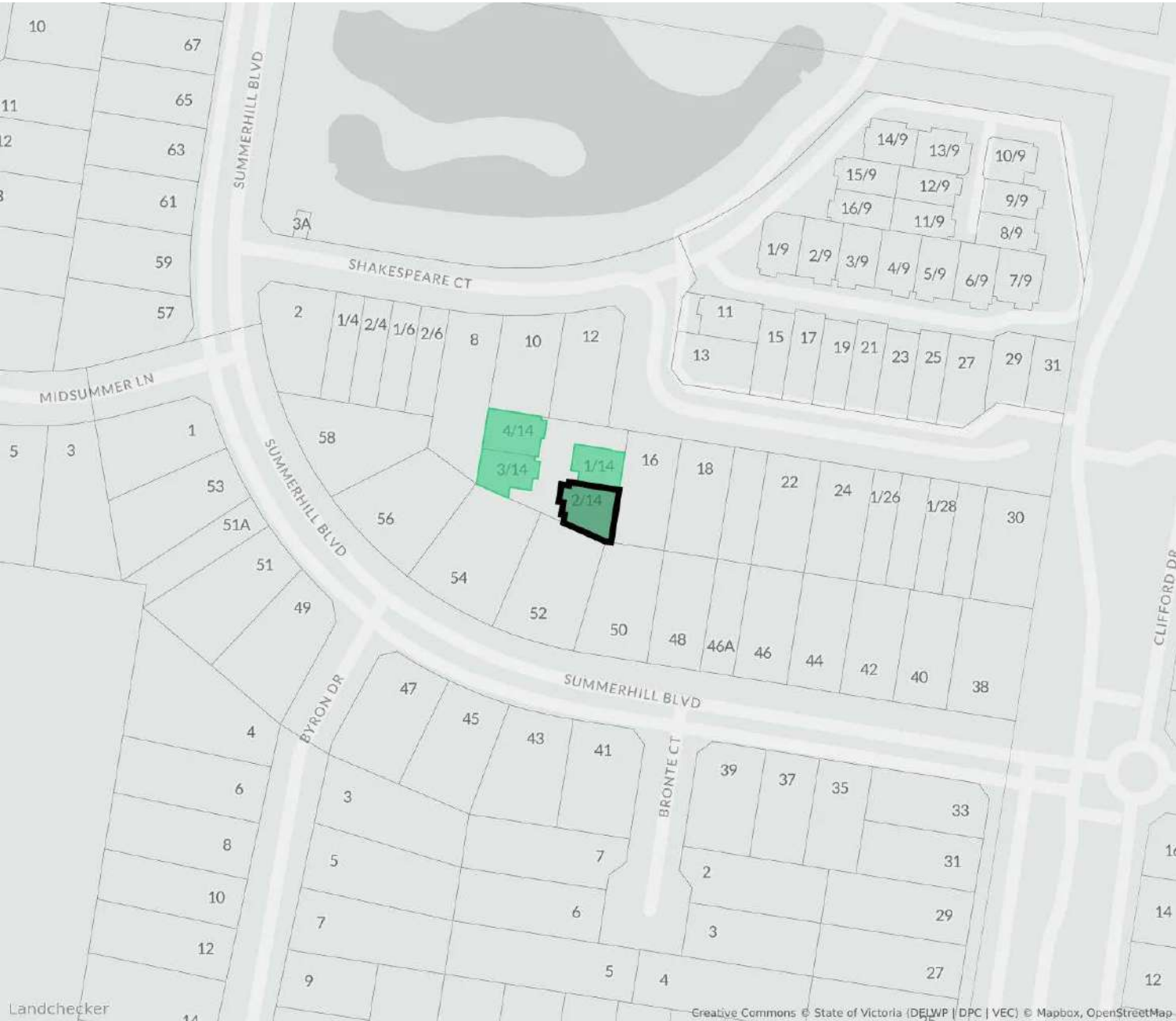
Landslide Prone Area

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

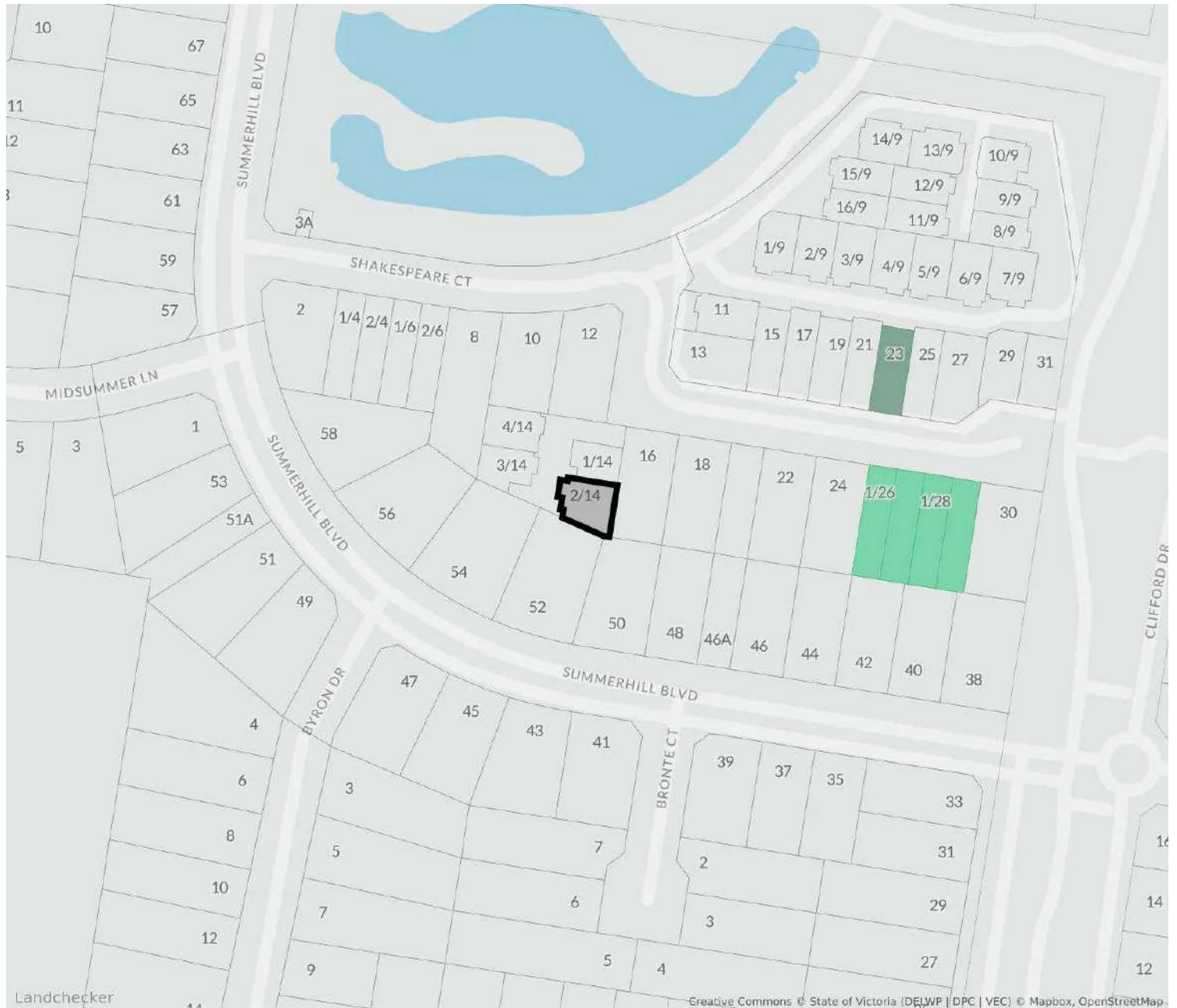


Status	Code	Date	Description
APPROVED	PSB0061/13	Received 06/08/2013	Four (4) lot subdivision.

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

NEARBY PLANNING PERMITS

2/14 Shakespeare Court, Drouin Vic 3818



Status	Code	Date	Address	Description
APPROVED	PLAO011/13	Received 18/01/2013	<u>28 Shakespeare Court, Drouin</u>	Development of two (2) dwellings on a lot.
APPROVED	PLAO012/13	Received 18/01/2013	<u>26 Shakespeare Court, Drouin</u>	Development of two (2) dwellings on a lot.
APPROVED	PLAO013/13	Received 18/01/2013	<u>1/6 Shakespeare Court, Drouin</u>	Development of two (2) dwellings on a lot.
OTHER	PLAO068/12	Received 03/04/2012	<u>38 Summerhill Boulevard, Drouin</u>	Removal of clauses 1a & 1c of restrictive covenant.
APPROVED	PLAO175/12	Received 03/08/2012	<u>21 Shakespeare Court, Drouin</u>	Development of twenty seven (27) dwellings on a lot.
APPROVED	PLAO218/17	Received 15/08/2017	<u>26 Shakespeare Court, Drouin</u>	Two (2) lot subdivision in general accordance with the submitted plans.
APPROVED	PLAO253/12	Received 22/10/2012	<u>1/4 Shakespeare Court, Drouin</u>	Development of two (2) dwellings on a lot.

Status	Code	Date	Address	Description
APPROVED	PLAO290/15	Received 16/09/2015	<u>1/6 Shakespeare Court, Drouin</u>	Two (2) lot subdivision.
APPROVED	PLAO341/16	Received 09/11/2016	<u>28 Shakespeare Court, Drouin</u>	Subdivision two (2) lots.
OTHER	PLAO352/11	Received 02/11/2011	<u>21 Shakespeare Court, Drouin</u>	Buildings and works associated with the construction of twenty nine (29) dwellings.
APPROVED	PLV0006/23	Received 24/01/2023	<u>23 Shakespeare Court, Drouin</u>	Development of an extension to an existing dwelling.
OTHER	PLV0079/22	Received 17/11/2022	<u>23 Shakespeare Court, Drouin</u>	Construction of rear verandah attached to dwelling.
APPROVED	PSBO049/13	Received 14/06/2013	<u>21 Shakespeare Court, Drouin</u>	Twenty seven (27) lot staged subdivision.
APPROVED	PSBO057/13	Received 22/07/2013	<u>1/4 Shakespeare Court, Drouin</u>	Two (2) lot subdivision.
APPROVED	PSBO061/09	Received 20/07/2009	<u>18 Chaucer Way, Drouin</u> <u>1 Midsummer Lane, Drouin</u> <u>50 Summerhill Boulevard, Drouin</u> <u>48 Summerhill Boulevard, Drouin</u> <u>40 Summerhill Boulevard, Drouin</u> <u>3 Chaucer Way, Drouin</u> <u>2 Chaucer Way, Drouin</u> <u>11 Chaucer Way, Drouin</u> <u>21 Chaucer Way, Drouin</u> <u>23 Chaucer Way, Drouin</u>	Multi lot subdivision (132 lots).
APPROVED	PSBO061/13	Received 06/08/2013	<u>4/14 Shakespeare Court, Drouin</u> <u>3/14 Shakespeare Court, Drouin</u> <u>2/14 Shakespeare Court, Drouin</u> <u>1/14 Shakespeare Court, Drouin</u>	Four (4) lot subdivision.
OTHER	PSBO080/12	Received 05/10/2012	<u>38 Summerhill Boulevard, Drouin</u>	Development of two (2) dwellings and a two (2) lot subdivision.

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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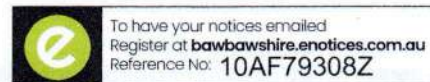
Australian Curriculum Assessment and Reporting Authority

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**Baw Baw Shire Council**PO Box 304
Warragul VIC 3820T: +61 3 5624 2411
E: rates@bawbawshire.vic.gov.au
ABN: 47 274 526 683**Rates & Valuation Notice
First Instalment**Rating Year 1 July 2025 - 30 June 2026
TAX INVOICE**Property number**
27644**Instalment amount**
\$420.65

Payable by 30th September 2025

The Trustee For Wananavu Superannuation Fund
5 Alcove Street
WARNER QLD 4500036
1021075
DLX3_6393**Date of Issue:** 12/08/2025**Owner/s:** The Trustee For Wananavu Superannuation Fund**Property Location** 2/14 Shakespeare Court DROUIN VIC 3818
V11510 F223 | Lot 2 PS713924W | Drouin West Parish | Land Classification: Residential**AVPCC 120 :** Single Unit/Villa Unit/Townhouse

Effective Date	Valuation Date	Site Value	Capital Improved Value	Net Annual Value
01/07/2025	01/01/2025	\$90,000	\$350,000	\$17,500
Rate General		Rate in \$ 0.00266605 X \$350000		\$933.10
Garbage Charge - Declared Area				\$554.00
TOTAL COUNCIL RATES AND CHARGES				\$1,487.10
State Government ESVF		\$136.00 + (Rate in \$0.000173 x 350000)		\$196.55
TOTAL DUE				\$1,683.65



Council declared its Rates and Charges for 2025/2026 on 11th June 2025.

Note: Payments made after 1st August 2025 will not appear on this notice.**1st Instalment Due**
30 September 2025
\$420.65**2nd Instalment Due**
30 November 2025
\$421.00**3rd Instalment Due**
28 February 2026
\$421.00**4th Instalment Due**
31 May 2026
\$421.00**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: 000 003 226 313BPAY® This payment via internet or phone banking
BPAY View® - View and pay this bill using internet banking.
BPAY View Registration No.: 000 003 226 313
Please enter the BPAY ref number (next to BPAY logo left)**Council Bill Number:** 3226313**Name:** The Trustee For
Wananavu
Superannuation Fund**Property:** 2/14 Shakespeare Court
DROUIN VIC 3818**Property No.:** 27644**Instalment Amount:** \$420.65**Full Payment Amount:** \$1,683.65Billers Code: 0889
Ref: 0000 0322 6313Pay in-store at Australia Post,
online at auspost.com.au/postbillpay
or by phone 13 18 16.

1st *889 0003226313



Total Rate *889 0003226313

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

831

062074

000000003226313

09 June 2026

Applicant Reference:
Reference:80789906-031-9
00216049-02

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: 2 14 Shakespeare Crt Drouin Vic 3818
Certificate No: 176089

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:	09/06/2026	Applicant Reference:	80789906-031-9
Certificate No:	176089	Reference:	00216049-02
Property Address:	2 14 Shakespeare Crt Drouin Vic 3818		
Property Details:	Vol 11510 Folio 223 Lot 2 Plan PS713924		
Settlement Date:	30/06/2026		

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

- ⇒ This property is serviced by a shared water supply. Gippsland Water has no powers within the Owners Corporation and no control over, or responsibility for internal common water supply pipes. Therefore, maintenance of a common water service is the responsibility of the Owners Corporation or the joint responsibility of the property owners where no Owners Corporation exists.
- ⇒ This property is serviced by a combined sewer drain. Gippsland Water has no powers within an Owners Corporation and no control over, or responsibility for internal common sewer drains. Therefore, maintenance of a common sewer drain is the responsibility of the Owners Corporation or the joint responsibility of the property owners where no Owners Corporation exists.
- ⇒ ***** 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: 09/06/2026
Certificate No: 176089
Applicant Reference: 80789906-031-9
Reference: 00216049-02

Property Address: 2 14 Shakespeare Crt Drouin Vic 3818
Property Details: Vol 11510 Folio 223 Lot 2 Plan PS713924
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 2160 4902 9
Pay by savings or credit card



Gippsland Water Authorised Officer:

Date: 9 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.

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

Statement for property:
UNIT 2 LOT 2 14 SHAKESPEARE
COURT DROUIN 3818
2 PS 713924

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
31S//00019/00020	LANDATA CER 80789906-027-2	09 JUNE 2026	52348830

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
---------------------------------	----------------

Arrears	\$17.15
----------------	----------------

TOTAL UNPAID BALANCE	\$34.30
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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.

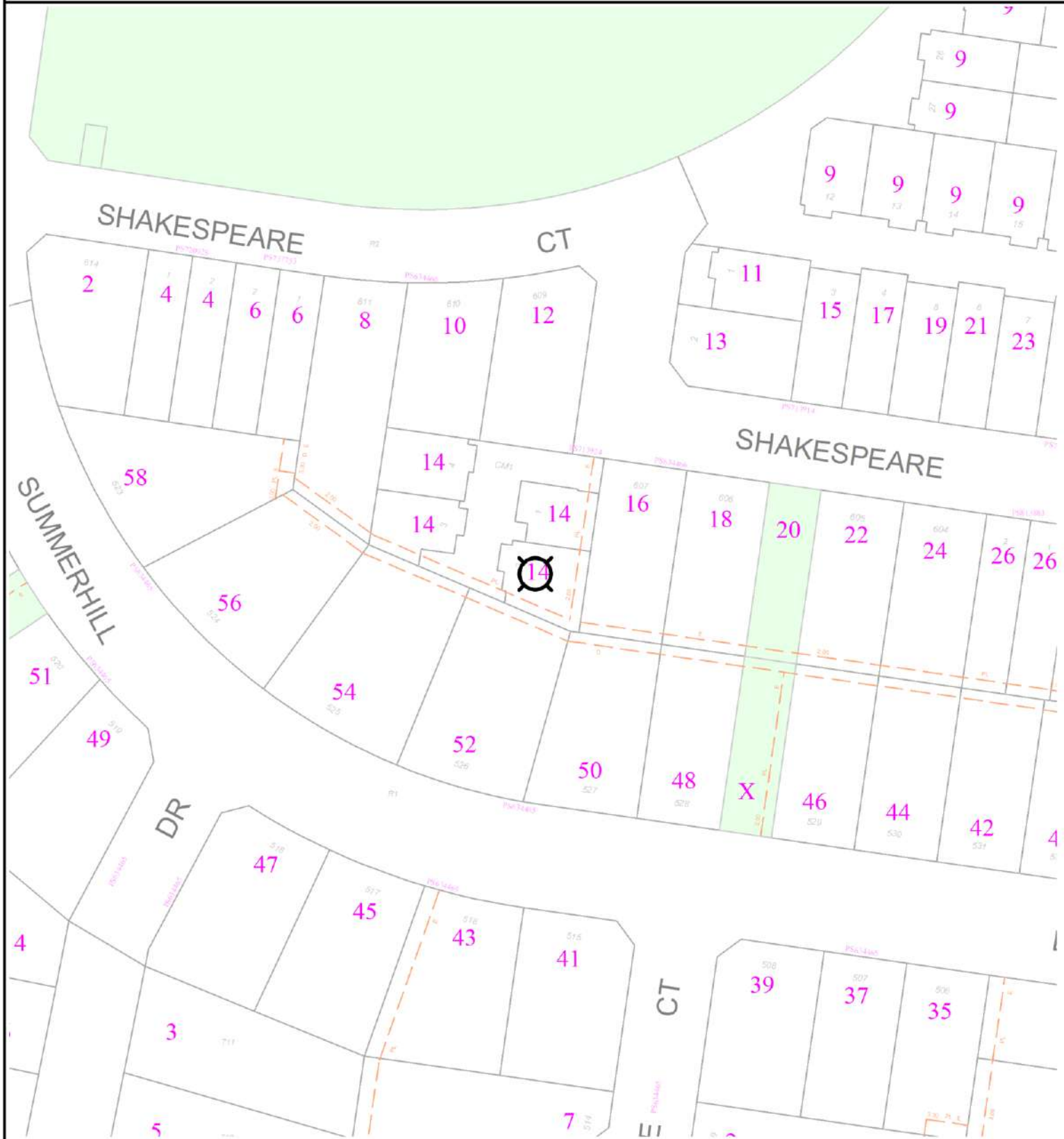
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

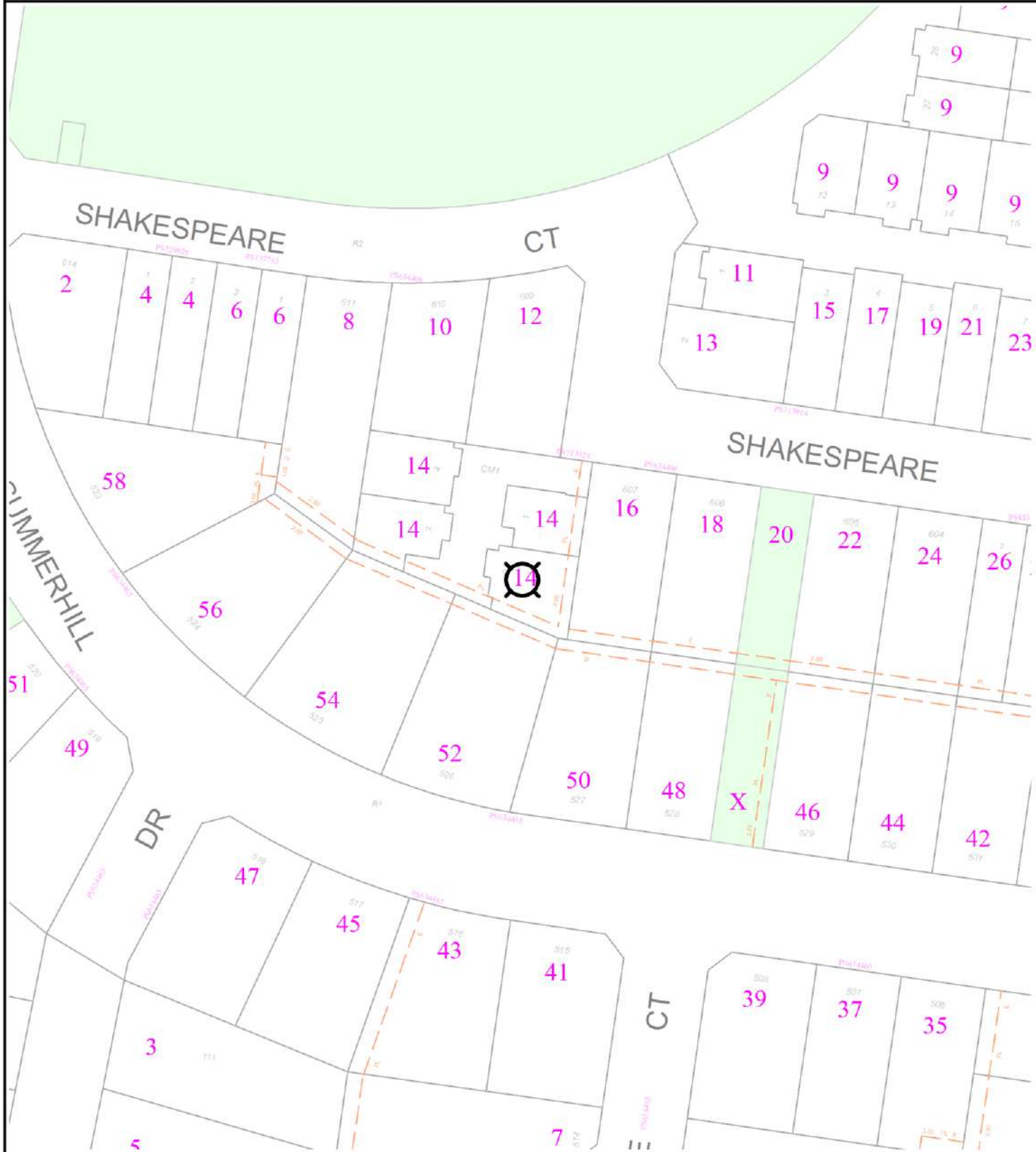
LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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.

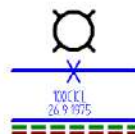
— Title/Road Boundary		Subject Property	● Maintenance Hole	--- Abandoned Sewer
- - - - - Proposed Title/Road		Sewer Main & Property Connections	■ Inspection Shaft	
- - - - - Easement		Direction of Flow	<1.0> Offset from Boundary	
Melbourne Water Assets				
--- Sewer Main	--- Underground Drain	--- Natural Waterway		
● Maintenance Hole	--- Channel Drain	■ Underground Drain M.H.		



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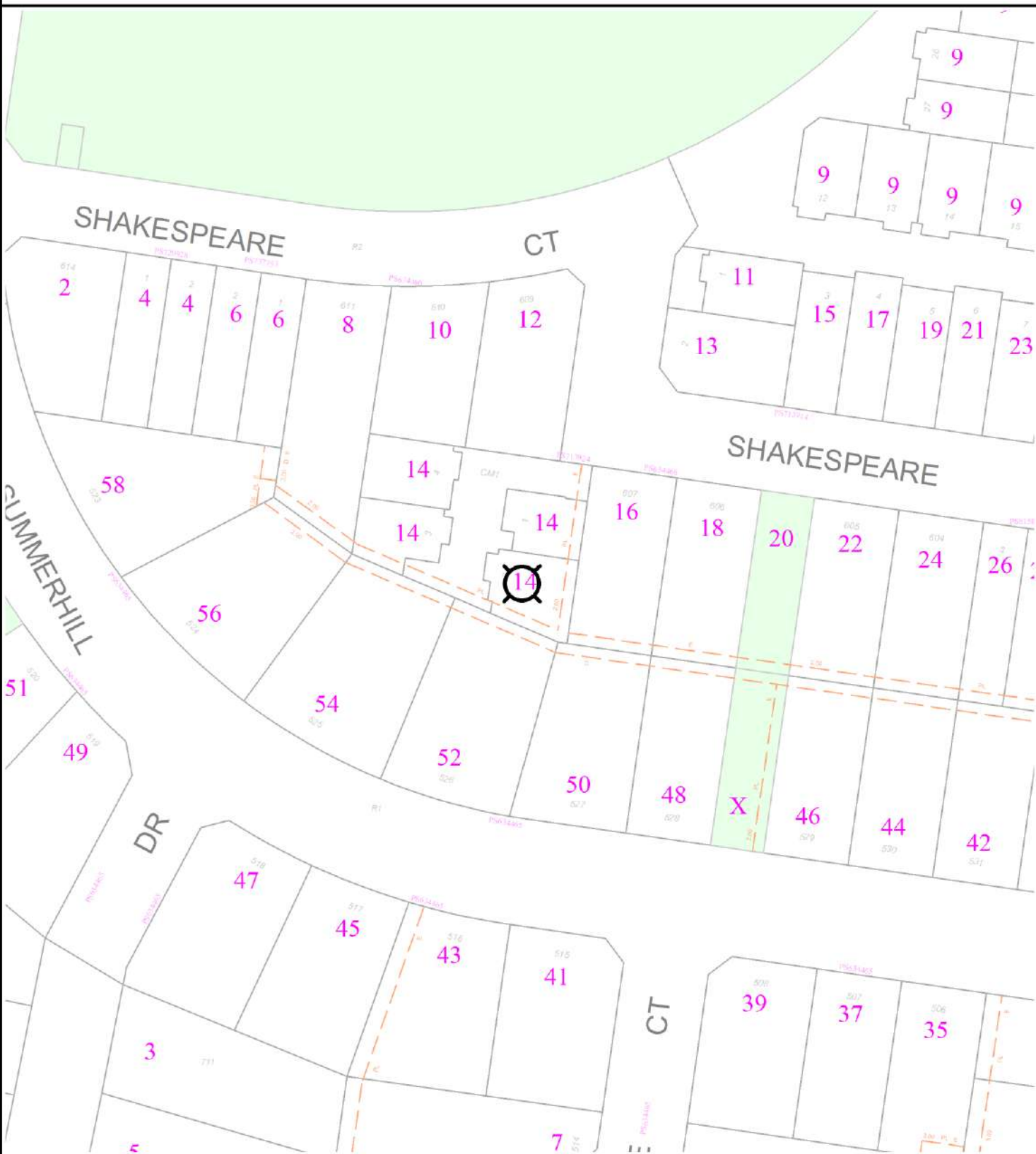
LEGEND

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



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

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



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LEGEND

— Title/Road Boundary

- - - - - Proposed Title/Road

- - - - - Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



Offset from Boundary



OWNERS CORPORATION CERTIFICATE

(s151) Owners Corporation Act 2006 and (R.11) Owners Corporation Regulations 2018

**Urban Body Corporate Management
P.O. Box 8130 Burwood Heights Victoria 3151**

Owners Corporation Number: PS713924W

Address of Property: Lot 2/ 14 Shakespeare Court, Drouin, Vic, 3818.

Postal Address: P.O. Box 8130 Burwood Heights Victoria 3151

**Applicant for this certificate: InfoTrack on behalf of Straightforward Conveyancing Pty Ltd
03 8609 4740
Via Email: ownerscorp@infotrack.com.au**

Ref: 3897

Vendor: Wananavu Superannuation Fund Pty Ltd, William James Mallett, Liku Mallett

Purchaser:

This Certificate is issued for Lot 2 on Owners Corporation Plan No. PS713924W. The postal address of which is Unit 2, 14 Shakespeare Court Drouin Vic 3818, on 11th June 2026.

- 1 The present contribution fees for the above are \$1,790.50 per annum payable on an annual basis (\$1,790.50 including \$0.00 Sinking Fund) on 1st day of August each year.
- 2 The fees are paid up to: 31/07/2026
- 3 Fee outstanding: \$Nil
- 3a The following are the total fund held by the Owner Corporations as at 11th June 2025

Administration Funds	\$ 6,799.23
Sinking Fund	\$ 0.00
Total Fund	\$ 6,799.23
- 4 The following special fees or levies have been struck and are payable on the dates indicated below:
- 5 The Owners Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:
- 6 The Owners Corporation presently has the following insurance cover:

Company:	Strata Community Insurance Agencies Pty Ltd
Policy No:	VRSC15005816
Kind of Policy:	Strata Insurance Plan
Building Amount:	\$1,957,554
Loss of Rent	\$293,633
Public Liability:	\$20,000,000
Fidelity:	\$100,000
Office Bearers Legal:	\$30,000,000
Excess:	Refer policy
Renewal Date:	27/08/2026

**Telephone: 1300 887 695
Email: admin@ubcm.com.au**

**PO Box 8130 Burwood Heights 1
Victoria 3151.**

- 6a Has the owner's corporation resolved that the members may arrange their own insurance under section 61A of the act? If so, provide the date of that resolution: N/A
- 7 The Owners Corporation has not submitted any additional rules to the Registrar of Titles. Standard Model Rules Apply
- 8 The Owners Corporation has not any contingent liabilities not otherwise shown or budgeted for in Items 1, 4 and 5. Nil
- 9 The Owners Corporation has not granted any lease, contract license or special privilege affecting the common property. The lot owners have agreed to take on the caretaking duties themselves, and the caretaker services is not in place.
- 9a There is a contract of appointment to provide Owners Corporation Management services is currently held with Urban Body Corporate Management: Yes
- 10 The following are the details of any current agreement to provide services to lot owners, occupiers or the public: Nil
- 11 The Owners Corporation is not party to any proceedings or aware of any circumstances which may give rise to proceedings. Nil
- 11a Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied? Nil
- 12 No proposal has been made for the appointment of an administrator. No
- 13 The Owners Corporation has resolved to appoint a manager.
Urban Body Corporate Management
Po Box 8130, Burwood Heights, Vic, 3151
Phone: 1300 887 695
Email: admin@ubcm.com.au
- 14 Information has been provided with the attached documents further information on prescribed matters can be obtained by inspection of the owner's corporation register. (Upon payment of appropriate fee with a written request must be made prior to inspection). Attached documents:
- A copy of the minutes of the last Annual General Meeting of the Owners Corporation
- A copy of the model rules
- A copy of schedule 3 of the Owners Corporations Regulations 2018 – "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
- 15 The common seal of **Owners Corporation No PS713924W** affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Etania Sabrina

Etania Sabrina
Dated 11th June 2025
On behalf of Owners Corporation PS713924W

Registered Manager
Urban Body Corporate Management
PO Box 8130 Burwood Heights VIC 3151

Telephone: 1300 887 695
Email: admin@ubcm.com.au



PO Box 8130 Burwood Heights 2
Victoria 3151.

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS:

The information provided within this certificate is correct to the best of our knowledge as at the date of issue and valid on the date issued. Circumstances can change daily and information may be altered without notice and without our control or knowledge. Urban Body Corporate Management accept no liability whatsoever for information that is incorrectly provided. The onus is on Vendors/Purchasers to verify the status of fees outstanding (1300 887 695) and request a new certificate prior to settlement

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice. It may be prudent to obtain a written update prior to settlement of the property. An update will be provided, however please note it may incur a cost. Once that 60-day period has lapsed an application must be made for a new certificate.
3. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.

Model rules for an owner's corporation

Regulation 11

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

MINUTES OF ANNUAL GENERAL MEETING Wednesday, 27 August 2025



PS713924W
14 Shakespeare Court
DROUIN VIC 3818

MINUTES OF ANNUAL GENERAL MEETING*Owners Corporations Act 2006, Owners Corporations Regulations 2018.*

**OWNERS CORPORATION No.1
PLAN NO. PS713924W
14 Shakespeare Court DROUIN VIC 3818**

ADDRESS OF MEETING: Zoom Online Meeting**DATE/TIME OF MEETING:** Wednesday, 27 August 2025 at 12:00 PM**MINUTES****1 Commencement of Meeting**

The meeting commenced at 12.00 pm

2 Attendance / Quorum**2.1** Lot Owners Present: Nil**2.2** Proxies and Apologies: Nil**2.3** In Attendance

Manveer Hansra and Etania Sabrina representing Urban Body Corporate Management

2.4 Quorum

Upon presentation of all proxies and noting the people present, it was declared that;
a quorum was not present, therefore all decisions of this meeting are interim decisions.

The decisions set out in these minutes are interim decisions and these minutes, forwarded to all members within 14 days of the meeting, constitute notice of those decisions. Unless a petition is received from members representing at least 25% of the total lot entitlement within 28 days of the meeting, for a Special General Meeting to be held, the decisions become resolutions of the Owners Corporation from the date of the interim resolutions (S78 (4) (a))

3 Adoption of Meeting Rules

MOTION: It was resolved that the meeting rules listed in the explanatory notes that were circulated with the meeting documentation be adopted

4 Appointment of Chairperson and Minute Taker

MOTION: It was resolved that Manveer Hansra be appointed to chair the meeting and minute taker to record the minutes of the meeting for distribution to the members of the Owners Corporation.

5 Entitlement to Vote and Voting method

It was noted all attendees were entitled to vote, and voting will be by a show of hands.

6 Adoption of previous General Meeting Minutes

MOTION: It was resolved that the minutes of the previous Annual General Meeting held on 19 August 2024 be confirmed as a true and accurate record of that meeting

7 Presentation of Reports

The following reports were noted; The Managers Report

8 Financial Reports

MOTION: It was resolved that the Financial Statements for the period ending 31 July 2025 that reported accumulated members' funds of \$4,740.80 be approved.

9 Budgets

Administrative Fund Budgets:

MOTION: It was resolved that the annual budget for the period 1 August 2025 to 31 July 2026, totaling \$7,162.00 (\$71.62 per unit liability) (inclusive GST) for the administration fund, as circulated, be tabled and adopted.

Administrative Fund Contributions:

MOTION: It was resolved that the contributions be set at \$7,162.00 (inclusive GST) per annum to commence on the 1 August 2025; and that the contributions be paid in advance in Annual instalments, the first instalment being due on 1 August 2025 and will continue at the same rate on an annual basis until changed by a resolution of the Owners Corporation; and that no adjustment levy is required for the administration fund in this financial year.

10 Maintenance Plan

MOTION: It was NOT resolved that the Owners Corporation prepare and approve a Maintenance Plan.

11 Penalty Interest on arrears

MOTION: It was resolved that the Owners Corporation charge penalty interest on monies owed by a member to the Owners Corporation after the due date as set out under Section 29(1) of the Owners Corporation Act 2006.

MOTION: It was resolved that the Owners Corporation delegate to the Manager the authority to waive arrears interest on a case-by-case basis for amounts up to \$250.00; and

that all other waiver of interest requests above \$250.00 be reviewed on a case-by-case basis by the Owners Corporation Committee or if no Committee appointed, by the Owners Corporation at the next General Meeting.

12 Recovery of Costs

MOTION: It was resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person; and

That the Manager to seek arrears (recovery of outstanding fees) may engage a debt collection company and that costs incurred by Owners Corporation in recovering fees and levies due under Section 32 of Owners Corporation Act 2006, will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

13 Insurance

13.1 Insurance Policy Details

The current insurance of the Owners Corporation attached to the notice of meeting was tabled and reviewed

The members reviewed the current level of insurance cover of \$1,957,554.00 and confirm the level of insurance cover for each policy as noted above

13.2 Building Reinstatement and Replacement Cost Valuation

The last valuation was undertaken on the 19 July 2023 valued at \$1,865,000.00

MOTION: It was resolved that the owners corporation not obtain an insurance valuation this year, and to obtain quotations for the insurance at the current insured amount of \$1,957,554.00

13.3 Insurance Renewal

Motion: To resolve that the Owners Corporation and/or the Owners Corporation Committee make the determination on engaging an appropriate insurance company from the brokers quotations provided. Should however the Owners Corporation not make a decision at least one (1) day prior to the renewal of the insurance, Urban Body Corporate Management will renew the insurance with the insurer recommended by the broker or if there is no recommendation the existing insurance company.

Informed Consent requirement as per ASIC for insurance brokers

MOTION: It was resolved that the Owners Corporation approves the appointment of Body Corporate Brokers as the insurance broker for the Owners Corporation for the purpose of arranging, renewing, and managing the strata insurance policy.

Owners Corporation provides informed consent for Body Corporate Brokers Insurance Brokers to receive a commission from the insurer in connection with the placement, renewal, and any variations of the strata insurance policy.

The Owners Corporation acknowledges that the commission is paid by the insurer and does not increase the insurance premium paid by the Owners Corporation. The commission typically ranges up to 20 percent of the base premium are paid by the insurer to brokers for services such as placement, advice, claims, and administration and a full breakdown will be disclosed in the insurance report provided by insurance brokers. Informed consent is a legal requirement and, once given, is irrevocable. A portion of this commission may be shared with the strata managing agent (if applicable), and commission details will be disclosed in each Insurance Report provided at renewal or quotation. The Owners Corporation authorises the Managing Agent to retain a record of this consent for ASIC compliance purposes.

The Owners Corporation also resolves to authorise the Manager to arrange a Premium Funding facility on behalf of the Owners Corporation in the event that insufficient funds are available in the Administrative Fund at the time the annual insurance premium is due. This is to ensure that insurance coverage remains continuous and uninterrupted. The Manager shall retain on file all relevant documentation pertaining to the premium funding arrangement, including the interest rate, repayment schedule, and any associated terms and conditions. These details shall be made available to any lot owner upon request.

14 Committee

14.1 To determine the number of positions on the Committee

MOTION: It was NOT resolved that the Owners Corporation elect a committee of between three and seven members.

14.2 To receive nominations for positions on the committee

MOTION: It was NOT resolved that the Owners Corporation elect the named nominees onto the Committee of Management.

15 Election of Chairperson (s98 of the Act)

A Chairperson was not nominated nor elected

16 Election of Secretary (s99 of the Act)

Urban Body Corporate Management was nominated as Secretary.

17 Use of Seal

It was noted that the seal of the Owners Corporation had been affixed to the following document since the last Annual General Meeting:

- Owners Corporation Certificates

18 Manager

MOTION: It was NOT resolved

As there were no members in attendance, the proposed motion could not be voted on according to Section 78 (1B) of the Owners Corporation Act 2006.

It was resolved that the Owners Corporation and the committee delegate to the Manager all the powers and functions of the Owners Corporation (other than a power or function that requires a unanimous resolution or special resolution or this power of delectation) that are necessary to enable the Manager to perform its duties under the Appointment

19 OH & S

MOTION: It was NOT resolved : that the Owners Corporation engage a consultant to undertake report

20 Receiving Fee Notices and Correspondence

MOTION: It was resolved To ensure you receive timely information from the Owners Corporation and reduce the impact to the environment, all notices and correspondence have been set up to be issued via email. However, if you wish to receive hard copy of notices and or/correspondence, please email your details to admin@ubcm.com.au and we will update your preference on your behalf

21 General Business, Repairs and Maintenance

Nil.

22 Owners Corporation Enduring Resolutions

Nil.

23 Next Meeting

The next Annual General Meeting is scheduled to be held August 2026

24 Meeting Close

There being no more business to discuss the meeting was closed at 12.20 pm

Manager: Manveer Hansra for and on behalf of Owners Corporation No 1, Plan No. 713924W

Ray White Drouin

75 Princes Way,
Drouin, VIC 3818

P: 03 5625 1033

E: admin.drouin@raywhite.com

ABN: 17143040091



Residential Rental Agreement

for

2/14 Shakespeare Court, Drouin VIC 3818

This agreement is between **Wananavu Superannuation Fund**
and **Jen Bailey**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

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

1. Date of agreement

This is the date the agreement is signed

Tue 23/04/2024

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

2/14 Shakespeare Court, Drouin VIC

Postcode 3818

3. Rental provider details

Full name or company name of rental provider

Wananavu Superannuation Fund

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)	660.00
To be paid per	☐ week ☒ fortnight ☐ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	
Date first rent payment due	Sat 18/05/2024

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(\$)	1390
Bond lodgement date	Wed 19/01/2022
Bond Lodgement No.	15232270

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: JENNIFER BAILEY 0421156500

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

Jen Bailey: jenb2883@gmail.com

☐ No

Renter 2 ☐ Yes

☐ 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

14 Electrical safety activities

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

15 Gas safety activities

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

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

16 Smoke alarm safety activities

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

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

17 Swimming pool barrier safety activities

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

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

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

18 Relocatable pool safety activities

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

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

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

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

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

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

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

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

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

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

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

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

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

31. Additional terms (if any)

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

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

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 provided 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: 1 x Ragdoll Cat 'Indi'

The Rental Provider(s) will allow the Renter(s) to have one (1) 1 x Ragdoll Cat 'Indi' 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).

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.

Property Disclosures

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

Embedded Electricity Network

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

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

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

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

☐ Yes ☒ No

Comments

-

Intention to Sell

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

If yes, please provide details below.

☐ Yes ☒ No

Comments

-

Homicide

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

☐ Yes ☒ No

Comments

-

Drug Contamination

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

☐ Yes ☒ No

Comments

-

Mould or Dampness

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

☐ Yes ☒ No

Comments

-

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?

If they have been carried out, please provide the dates of the latest applicable checks below.

☒ Yes ☐ No

Comments

-

Safety Check Recommendations

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

☐ Yes ☒ No

Comments

-

Asbestos

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

☐ Yes ☒ No

Comments

-

Building/Planning Permit

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

☐ Yes ☒ No

Comments

-

Building Work Dispute

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

☐ Yes ☒ No

Comments

-

OC Dispute

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

☐ Yes ☒ No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?

If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes ☒ No

Comments

-

Heritage Register

Are the premises considered a registered place?

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

☐ Yes ☒ No

Comments

-

Minimum Standards

Do the premises comply with the rental minimum standards?

The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.

Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).

If the premises does not meet any of the requirements, please provide details below.

☒ Yes ☐ No

Comments

-

Right To Let the Premises

Are you the owner of the property?

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

☒ Yes ☐ No

Comments

-

Mortgagee Possession

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

☐ Yes ☒ No

Comments

-

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 : **Dianne Ronaldson** on behalf of **Wananavu Superannuation Fund** (Rental Provider)

Dianne Ronaldson

Signed at Mon, 22/04/2024 10:57 , from device: Windows 10 Other Chrome 123.0.0

Renter(s)

Renter : **Jen Bailey**

Sign here:

J Bailey

Date:

23/4/24

AUDIT TRAIL

Dianne Ronaldson (Rental Provider's Agent)

Mon, 22/04/2024 10:57 - Dianne Ronaldson stamped saved signature the Residential Rental Agreement

Mon, 22/04/2024 10:57 - Dianne Ronaldson submitted the Residential Rental Agreement

Jen Bailey (Renter)

Mon, 22/04/2024 10:57 - Invite sent to Jen Bailey

AGREEMENT END
