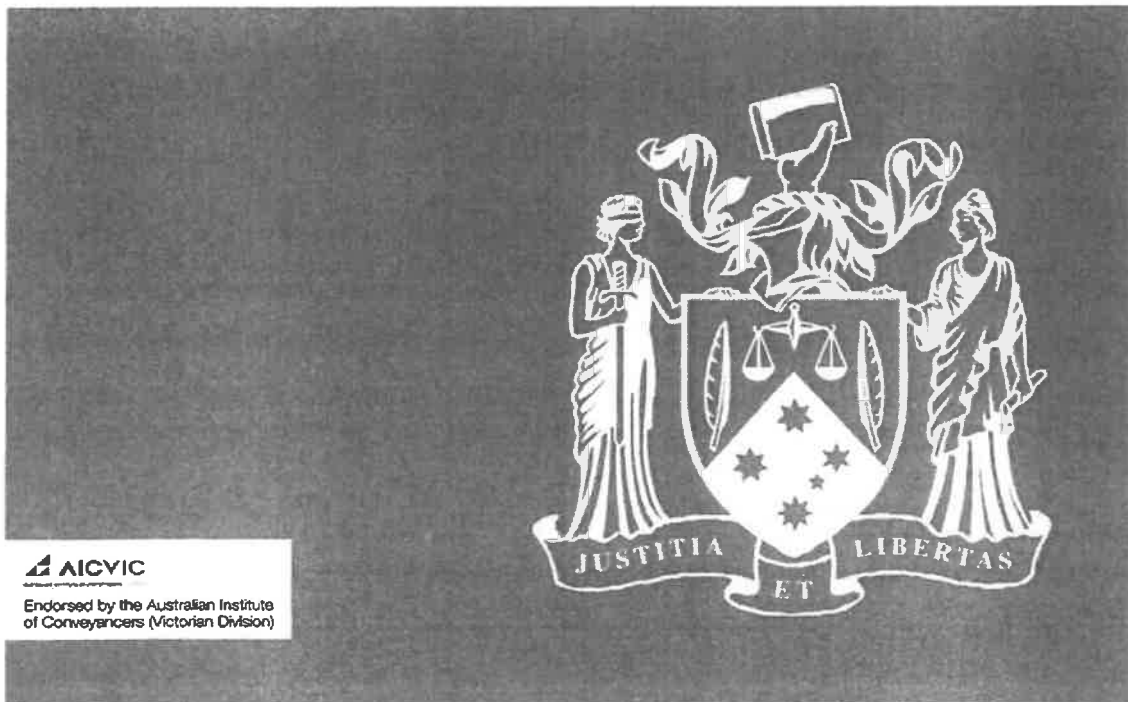




Contract of sale of land

Property: 48 ST ANDREWS CLOSE, WALLAN VIC 3756

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 **AICVIC**

Endorsed by the Australian Institute
of Conveyancers (Victorian Division)

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Disclaimer

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

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

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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties -

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not Applicable

This offer will lapse unless accepted within clear business days (3 clear business days if none specified) In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

on

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

MARK CHARLES BOURNE

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE VENDOR:

on

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

SUZANNE LINDA BOURNE

State nature of authority, if applicable:

Not Applicable

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

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Particulars of sale

Vendor's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Vendor

Name:
Address:
ABN/ACN:
Email:

Vendor

Name:
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference		being lot	on plan
Volume: 10670	Folio: 117	261	436814
Volume: <input type="text"/>	Folio: <input type="text"/>	<input type="text"/>	<input type="text"/>

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement
 The land includes all improvements and fixtures

Property address

The address of the land is:

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

Payment

Price:

Deposit by (of which \$ has been paid)

Balance payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
 - This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
 - This sale is a sale of a 'going concern' if the box is checked
 - The margin scheme will be used to calculate GST if the box is checked

Settlement (general condition 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

a lease for a term ending on with options to renew, each of years

OR

a residential tenancy for a fixed term ending on

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

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

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

GC 23 – special condition

- For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

GC 28 – special condition

- General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

48 ST ANDREWS CLOSE, WALLAN VIC 3756

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land.
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential

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

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

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

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount.
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email,
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

DATED

2024

MARK CHARLES BOURNE AND SUSANNE LINDA BOURNE

VENDORS STATEMENT

Property: 48 St Andrews Close, Wallan VIC 3756

**Still & Co.
Lawyers
34 Sydney Street
Kilmore Vic 3764
Tel: 03 5782 1011
Ref: 240634:v1.9/10/2024:S5**

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	48 ST ANDREWS CLOSE, WALLAN VIC 3756	
Vendor's name	MARK CHARLES BOURNE	Date
Vendor's signature		
Vendor's name	SUZANNE LINDA BOURNE	Date
Vendor's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

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

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

\$ To \$

Other particulars (Including dates) and times of payments: _____

1.3 Terms of 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 Land subject to Tax Reform scheme

Is the land tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax**

(a) Reform Act 2024?

No

(b) If yes to 1.5(a), please provide:

i. the AVPCC* most recently allocated to the land; AND

ii. the entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024

* AVPCC means an Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the **Commercial and Industrial Property Tax Reform Act 2024**.

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.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.

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.

*Is as follows:

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

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

3.4 Planning Scheme

Attached is a certificate with the required specified information

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not applicable.

4.2 Agricultural Chemicals

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

Nil

4.3 Compulsory Acquisition

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

Nil

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where

there is a residence on the land).

Not applicable.

6. OWNERS CORPORATION

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

6.1 Not applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Electric Supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

10.2 Staged Subdivision

Not applicable.

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

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

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

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

Register Search Statement (Copy of Title) Volume 10670 Folio 117 Copy of Plan - PS436814X Instrument Search - X093422P (AGREEMENT) Instrument Search - AB493206U (AGREEMENT) Instrument Search - AB559470M (COVENANT) Mitchell Shire Council Land Information Certificate Yarra Valley Water Information Statement Property Report and Planning Property Report Due Diligence Checklist



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

Page 1 of 1

VOLUME 10670 FOLIO 117

Security no : 124118884597Q
Produced 09/10/2024 11:18 AM

LAND DESCRIPTION

Lot 261 on Plan of Subdivision 436814X.
PARENT TITLE Volume 10651 Folio 794
Created by instrument PS436814X 20/08/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

MARK CHARLES BOURNE of 12 RETIMO CRESCENT PUCKAPUNYAL VIC 3662
SUSANNE LINDA BOURNE of 12 RETIMO CRESCENT PUCKAPUNYA VIC 3662
AJ947247H 04/10/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK167802U 05/02/2013
NATIONAL AUSTRALIA BANK LTD

COVENANT AB559470M 16/09/2002

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 17(2)(C) SUBDIVISION ACT 1988
X093422P 12/10/2000

AGREEMENT Section 173 Planning and Environment Act 1987
AB493206U 16/08/2002

DIAGRAM LOCATION

SEE PS436814X 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: 48 ST ANDREWS CLOSE WALLAN VIC 3756

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 23/10/2016

DOCUMENT END

Title 10670/117

Page 1 of 1



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Document Type	Plan
Document Identification	PS436814X
Number of Pages (excluding this cover sheet)	10
Document Assembled	09/10/2024 11:18

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PLAN OF SUBDIVISION	STAGE NO.	LTO use only. EDITION 2	Plan Number PS 436814X
Location of Land Parish: SEE BELOW Township: ----- Section: ----- Crown Allotment: ----- Crown Portion: ----- LTO Base Record: D.C.M.B. Title Reference: VOL.10651 FOL.794 Last Plan Reference: PS 445469M LOT A Postal Address: HIDDEN VALLEY BOULEVARD WALLAN 3756 AMG Co-ordinates E 321 450 Zone: 55 N 5 858 800	Council Certificate and Endorsement Council Name: MITCHELL SHIRE COUNCIL Ref. S2001117 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/ has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be settled in Stage Council delegate Council seal Date 15 / 7 / 02 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /		
Vesting of Roads and/ or Reserve			
Identifier	Council / Body / Person		
ROAD, R-1	MITCHELL SHIRE COUNCIL		
RESERVE No 1	MITCHELL SHIRE COUNCIL		
RESERVE No 2	TXU Networks Pty Ltd		
RESERVE No 3	MITCHELL SHIRE COUNCIL		
RESERVE No 4	MITCHELL SHIRE COUNCIL		
RESERVE No 5	MITCHELL SHIRE COUNCIL		
Notations			
Staging		This is not a staged subdivision Planning Permit No.	
Depth Limitation		15m below the surface applies to CA 101A in Parish of Bylands only	
PARISH OF BYLANDS CROWN ALLOTMENT: 81E(PART) AND 101A(PART) PARISH OF WALLAN WALLAN CROWN ALLOTMENT: 119(PART) AND 121(PART)			
Survey THIS PLAN IS BASED ON SURVEY IN PS 420361S This survey has been connected to permanent mark No(s) 63, 163, 56 & 57 in Proclaimed Survey Area No. 53			
Easement Information			
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
Easement Reference	Purpose	Width (Metres)	Origin Land Benefitted/In Favour Of
SEE SHEET 2 FOR EASEMENT INFORMATION			
			LTO use only Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 15 / 8 / 02
			LTO use only PLAN REGISTERED TIME 11:40 DATE 20 / 8 / 02  Assistant Registrar of Titles Sheet 1 of 9
 • Project Managers • Engineers • Surveyors • Planners SUITE 404, 4TH FLOOR 370 ST KILDA ROAD MELBOURNE VIC. 3004 TELEPHONE: (03) 9888 6480 FACSIMILE: (03) 9888 6477 EMAIL: info@tomkinson.com.au		LICENSED SURVEYOR : PAUL THOMAS TOMKINSON Signature  Date 8/07/02 REF. 5566D33 VERSION 9	
		Date 15 / 7 / 02 Council Delegate Signature Original sheet size A3	

PLAN OF SUBDIVISION

STAGE NO.

LTO use only.
EDITION

Plan Number
PS 436814X

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	WATER SUPPLY, CARRIAGEWAY	See Diag	PS 420381S	GOULBURN VALLEY REGION WATER AUTHORITY
E-3	WATER SUPPLY	4m	BOOK 823 No.82	MID GOULBURN REGIONAL WATER BOARD
E-5	POWER LINE	See Diag	PS 420381S Sect 44 of Electricity Industry Act 1993	EASTERN ENERGY LIMITED
E-10, E-24, E-27	SEWERAGE	3m	PS 412892L	GOULBURN VALLEY REGION WATER AUTHORITY
E-11	PIPELINES OR ANCILLARY PURPOSE	3m	PS 446466N	GOULBURN VALLEY REGION WATER AUTHORITY
E-12	SEWERAGE	See Diag	PS 412892L	GOULBURN VALLEY REGION WATER AUTHORITY
E-12	GAS DISTRIBUTION	See Diag	PS 412892L	STRATUS NETWORKS (ASSETS) PTY LTD
E-12	TELECOMMUNICATIONS	See Diag	PS 412892L	LOTS ON PS 412892L
E-12	POWER LINE	See Diag	PS 412892L Sect 44 of Electricity Industry Act 1993	EASTERN ENERGY LIMITED
E-13, E-26	SEWERAGE	See Diag	PS 412892L	GOULBURN VALLEY REGION WATER AUTHORITY
E-13, E-26	GAS DISTRIBUTION	See Diag	PS 412892L	STRATUS NETWORKS (ASSETS) PTY LTD
E-15	WATER SUPPLY, CARRIAGEWAY	See Diag	PS 412892L	GOULBURN VALLEY REGION WATER AUTHORITY
E-16	PIPELINES OR ANCILLARY PURPOSE	See Diag	PS 446466N	GOULBURN VALLEY REGION WATER AUTHORITY
E-16	DRAINAGE	See Diag	PS 446466N	MITCHELL SHIRE COUNCIL
E-17	PIPELINES OR ANCILLARY PURPOSE	See Diag	PS 446466N	GOULBURN VALLEY REGION WATER AUTHORITY
E-19	SEWERAGE	See Diag	PS 412892L	GOULBURN VALLEY REGION WATER AUTHORITY
E-19	GAS DISTRIBUTION	See Diag	PS 412892L	STRATUS NETWORKS (ASSETS) PTY LTD
E-19	PIPELINES OR ANCILLARY PURPOSE	See Diag	PS 446466N	GOULBURN VALLEY REGION WATER AUTHORITY
E-19	DRAINAGE	See Diag	PS 446466N	MITCHELL SHIRE COUNCIL
E-20	POWER LINE	See Diag	PS 445469M Sect 88 Electricity Industry Act 2000	TXU Networks Pty Ltd
E-21, E-27	DRAINAGE	See Diag	THIS PLAN	MITCHELL SHIRE COUNCIL
E-22, E25	PIPELINES OR ANCILLARY PURPOSE	See Diag	THIS PLAN	GOULBURN VALLEY REGION WATER AUTHORITY
E-23, E24, E-25, E26	WATER SUPPLY	See Diag	THIS PLAN	GOULBURN VALLEY REGION WATER AUTHORITY
E-23, E24, E-25, E26	CARRIAGEWAY	See Diag	THIS PLAN	GOULBURN VALLEY REGION WATER AUTHORITY

Sheet 2 of 9

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SUITE 404, 4TH FLOOR
370 ST KILDA ROAD
MELBOURNE VIC 3004
TELEPHONE: (03) 8688 8488
FACSIMILE: (03) 8685 5477
EMAIL: info@tomkinson.com.au

LICENSED SURVEYOR : PAUL THOMAS TOMKINSON

Signature *[Signature]*

Date 8/07/02

REF. 5566D33

VERSION 9

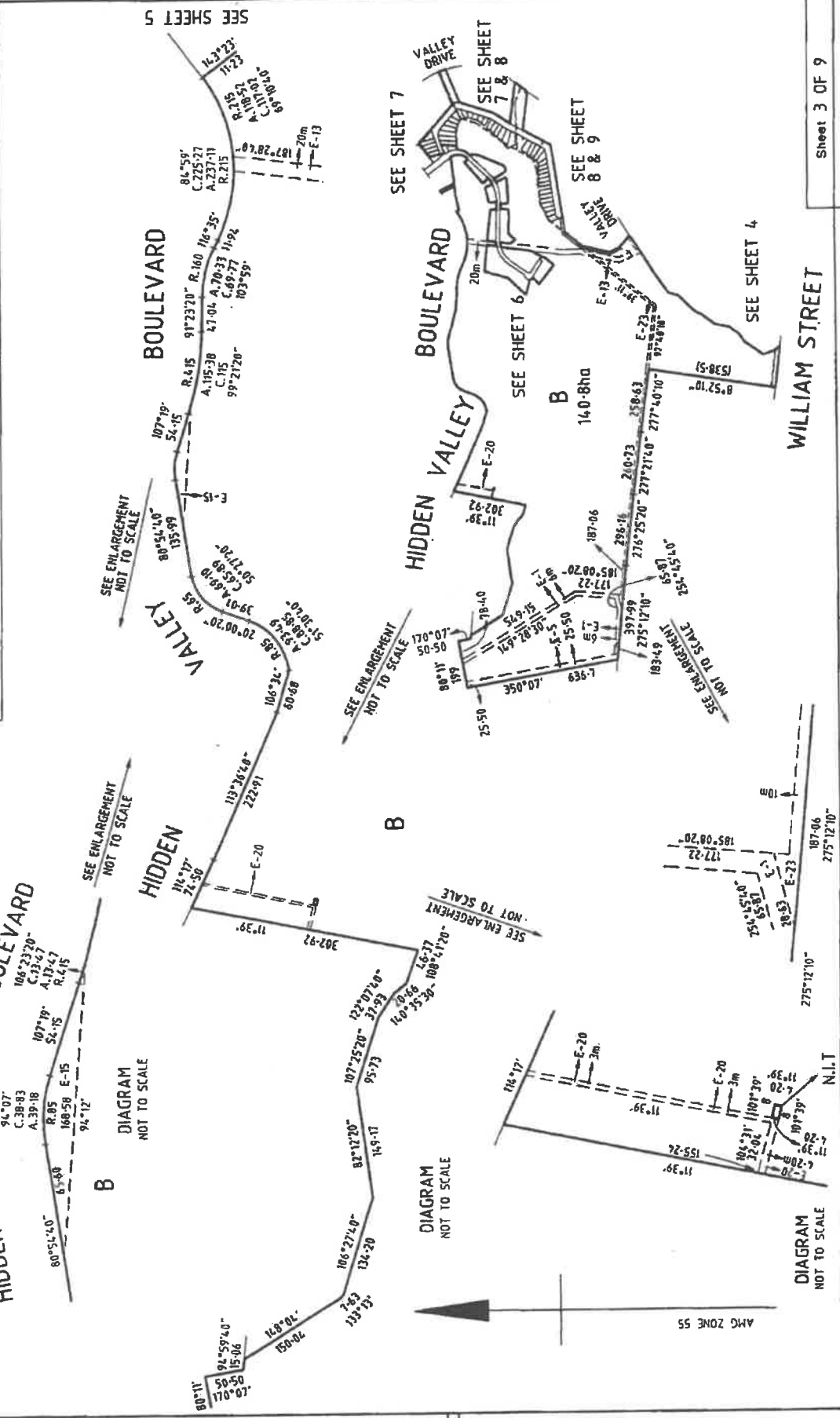
Date / /

Council Delegate Signature

Original sheet size A3

PLAN OF SUBDIVISION

STAGE NO. Plan Number **PS 436814X**



LICENSED SURVEYOR: **PAUL T TOMKINSON**
Signature: _____ Date: **8/07/02**
REF: 5566033 VERSION **9** TO

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SHEET SIZE: A3
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SCALE: 150 0 300 600
ORIGINAL sheet size A3

Sheet 3 OF 9

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FACSIMILE: (03) 9446 8477
EMAIL: info@tomkinson.com.au
www.tomkinson.com.au

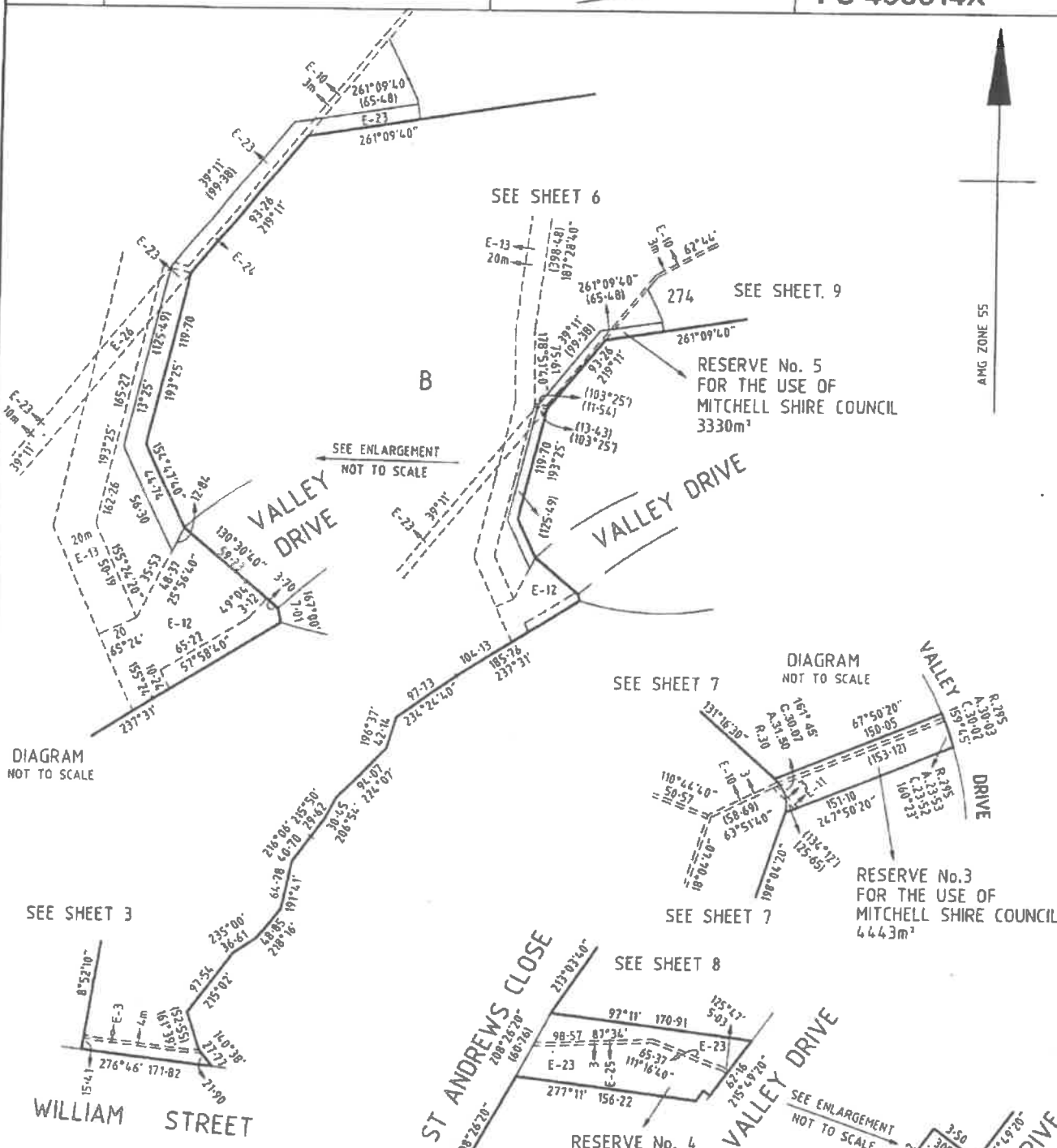


PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS 436814X



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 370 ST KILDA ROAD
 MELBOURNE VIC. 3004
 TELEPHONE: (03) 0480 5480
 FACSIMILE: (03) 0480 5477
 EMAIL: melbourne@tomkinson.com.au

RESERVE No. 4
 FOR THE USE OF
 MITCHELL SHIRE COUNCIL
 94.07m²

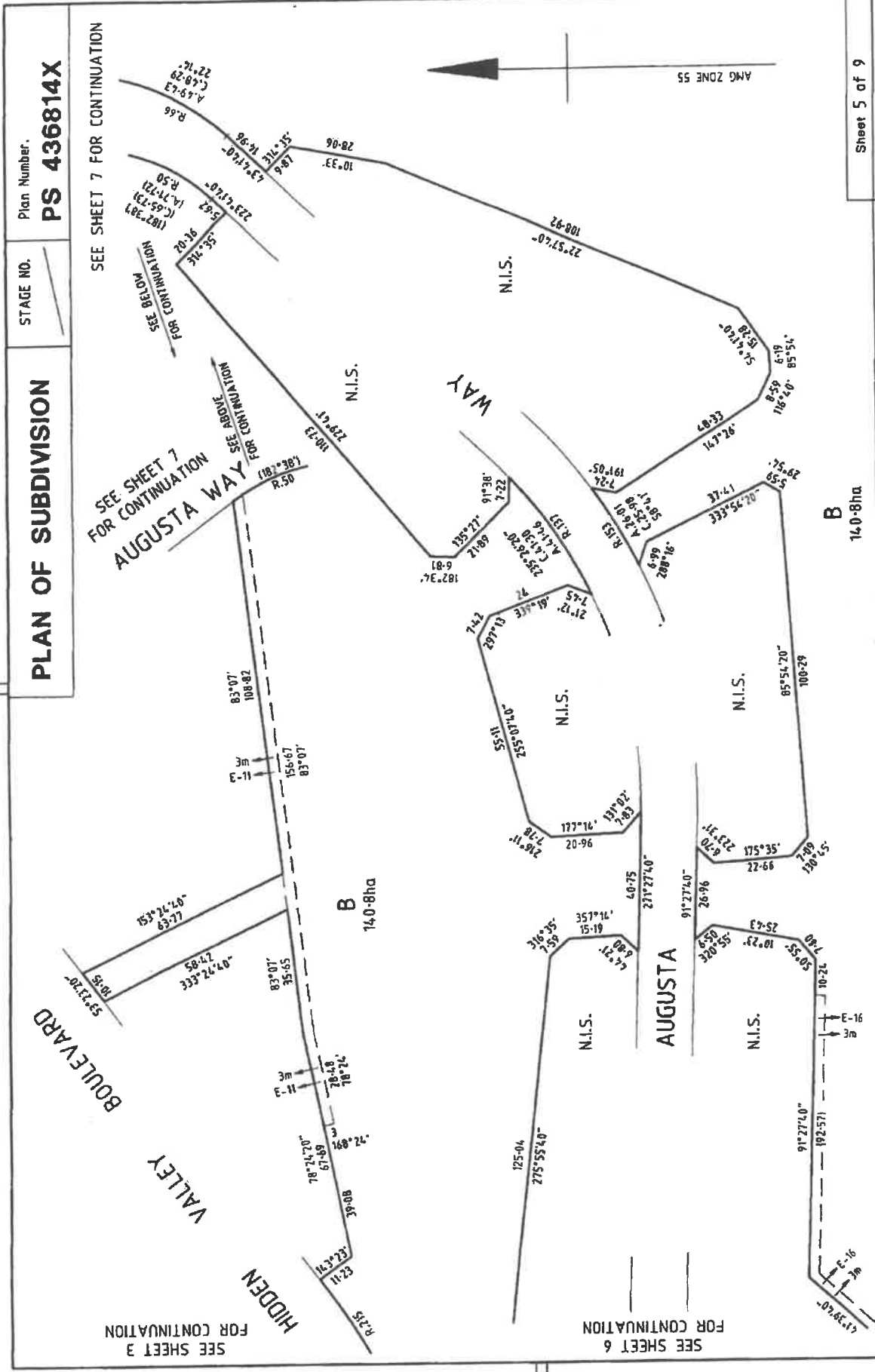
RESERVE No. 3
 FOR THE USE OF
 MITCHELL SHIRE COUNCIL
 4.443m²

RESERVE No. 5
 FOR THE USE OF
 MITCHELL SHIRE COUNCIL
 3330m²

ORIGINAL	SCALE
SCALE	SHEET SIZE
1:4000	A3
<p>LENGTHS ARE IN METRES</p>	

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 Signature Date 8/07/02
 REF. 5566033 VERSION 9

Sheet 4 OF 9
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SEE SHEET 3 FOR CONTINUATION

SEE SHEET 6 FOR CONTINUATION

SEE SHEET 7 FOR CONTINUATION

SEE SHEET 7 FOR CONTINUATION

SEE SHEET 7 FOR CONTINUATION

SEE SHEET 7 FOR CONTINUATION

PLAN OF SUBDIVISION

STAGE NO.

Plan Number, **PS 436814X**

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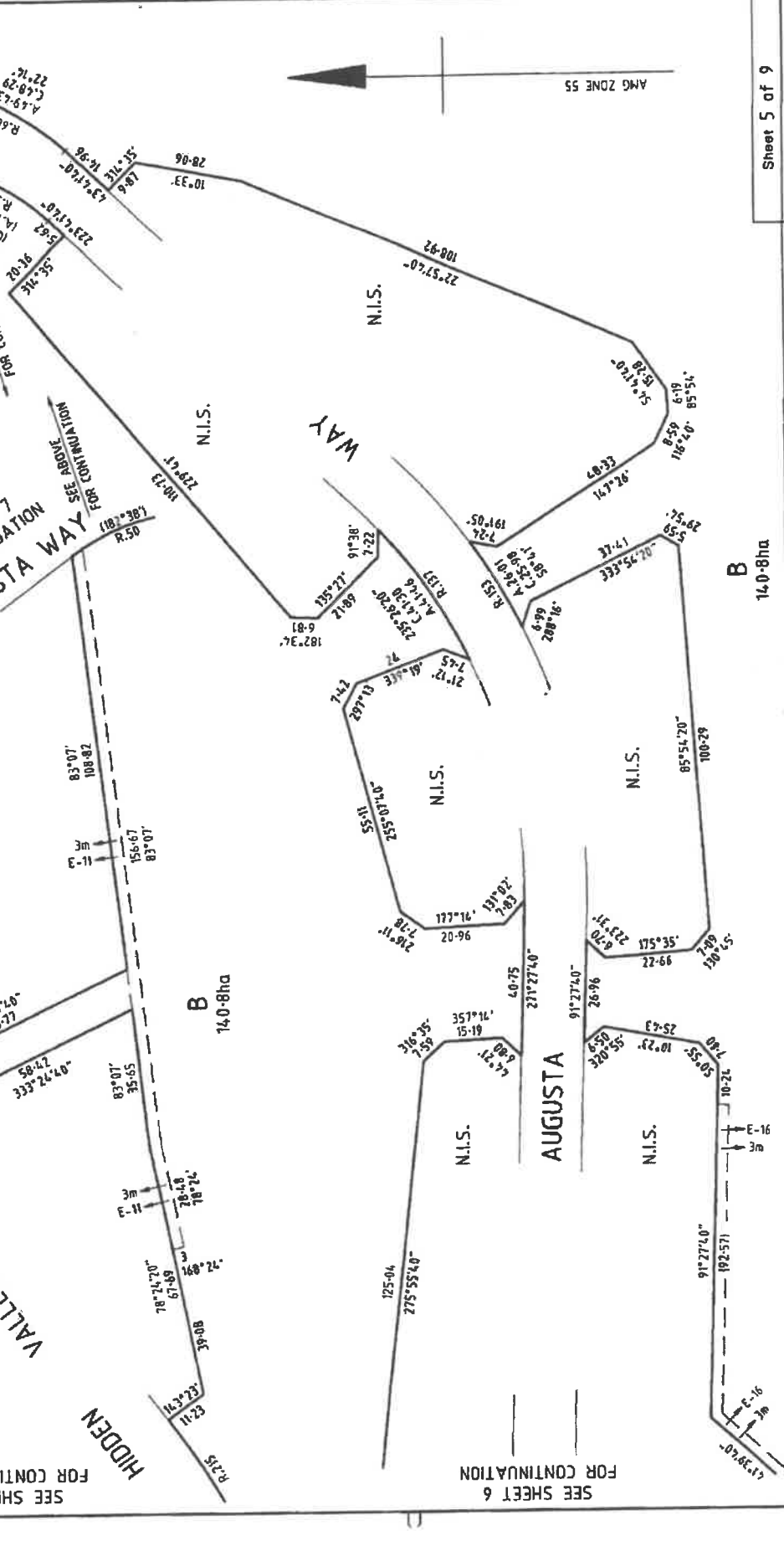
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SEE SHEET 7 FOR CONTINUATION

SEE SHEET 7 FOR CONTINUATION



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Signature: _____ Date: 8/07/02

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210 FREDERICK STREET
MONTREAL, QUEBEC H3A 2K4
TELEPHONE: (514) 968-8448
FACSIMILE: (514) 968-8417
EMAIL: info@tomkinson.ca

Sheet 5 of 9



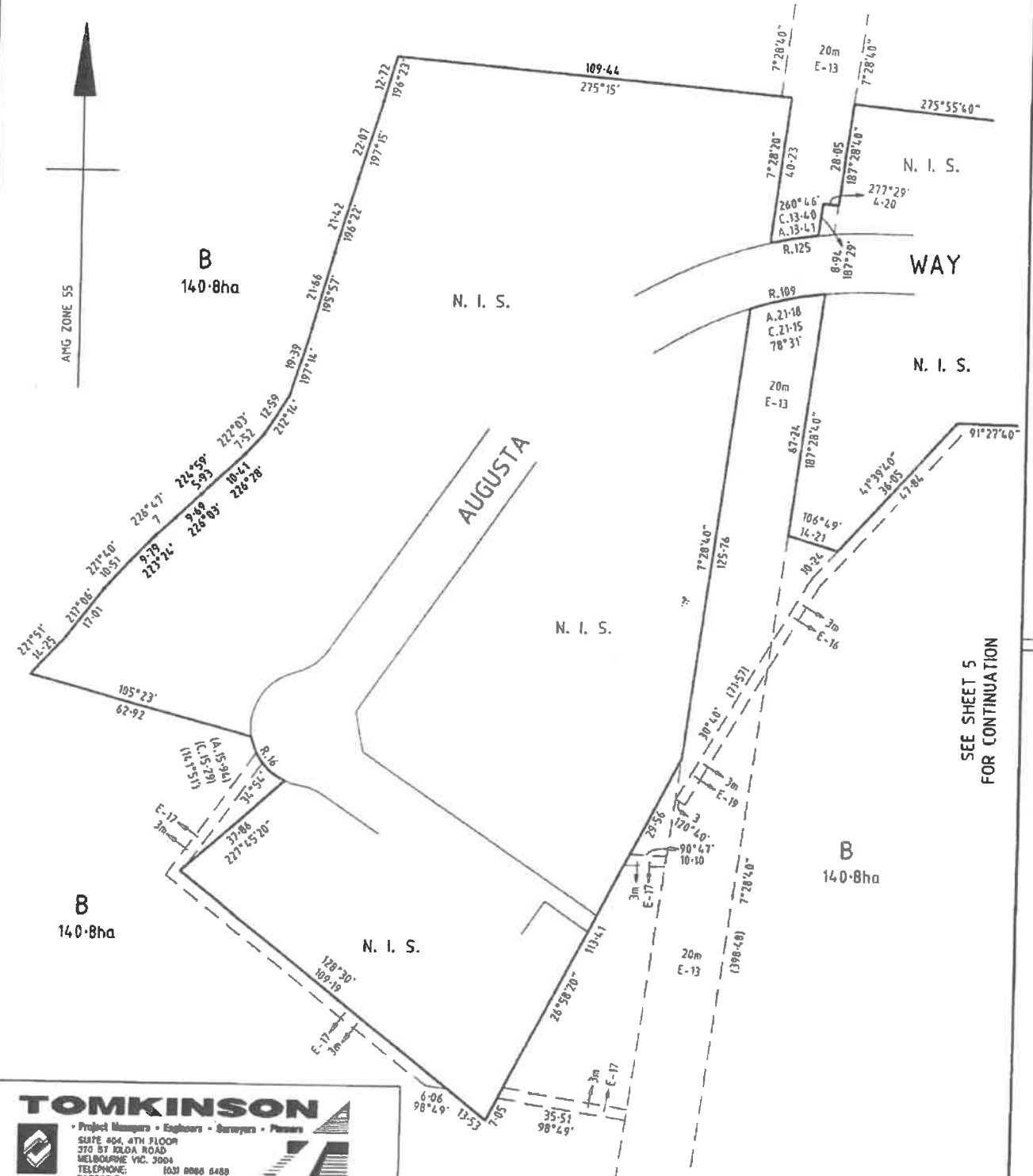
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PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS 436814X



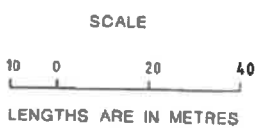
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SEE SHEET 4 FOR CONTINUATION

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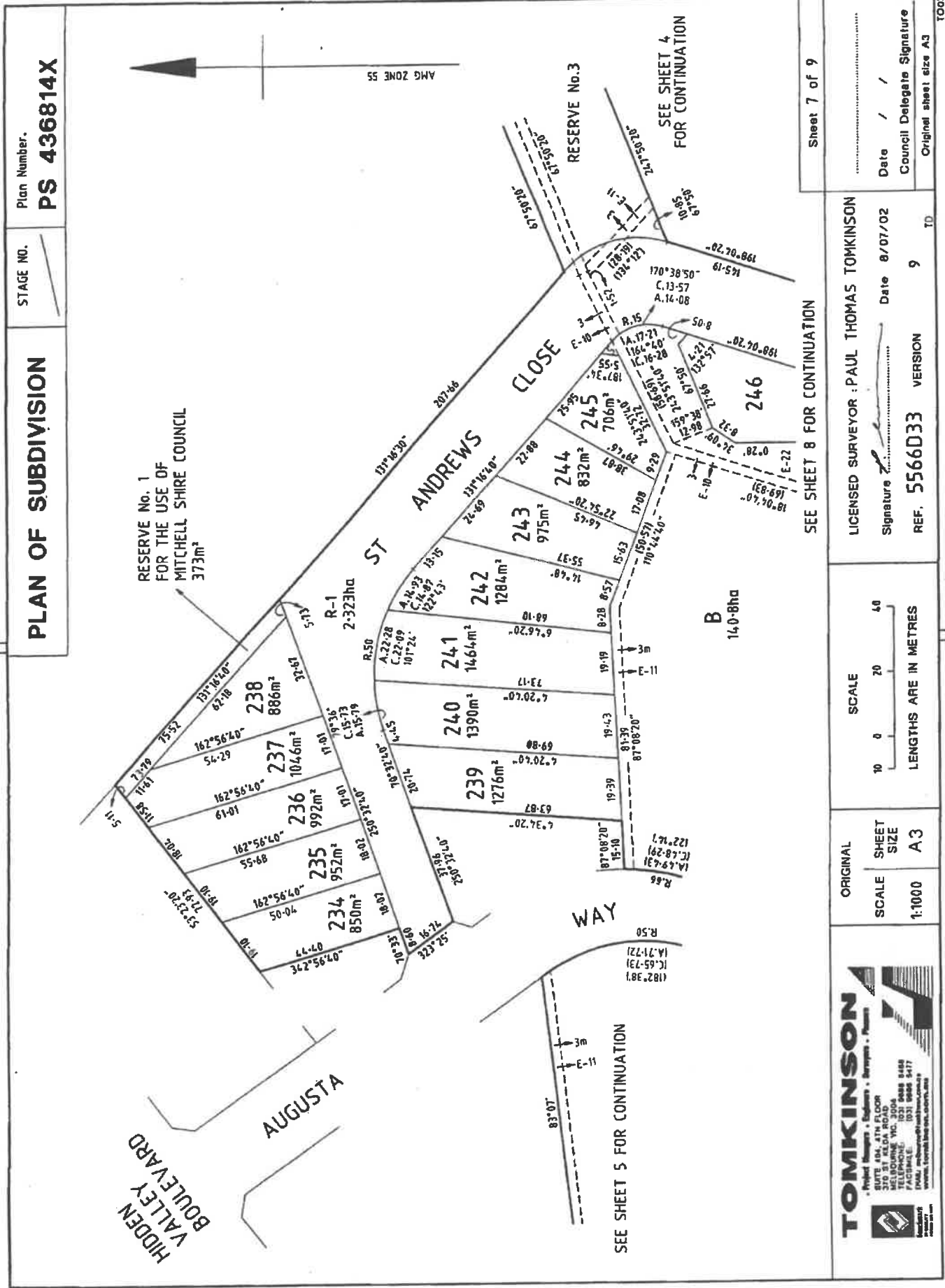
Project Managers • Engineers • Surveyors • Planners
 SUITE 404, 4TH FLOOR
 510 ST KILDA ROAD
 MELBOURNE VIC. 3004
 TELEPHONE: (03) 8888 6480
 FACSIMILE: (03) 8888 6477
 EMAIL: info@tomkinson.com.au

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 Signature: *[Signature]* Date 8/07/02
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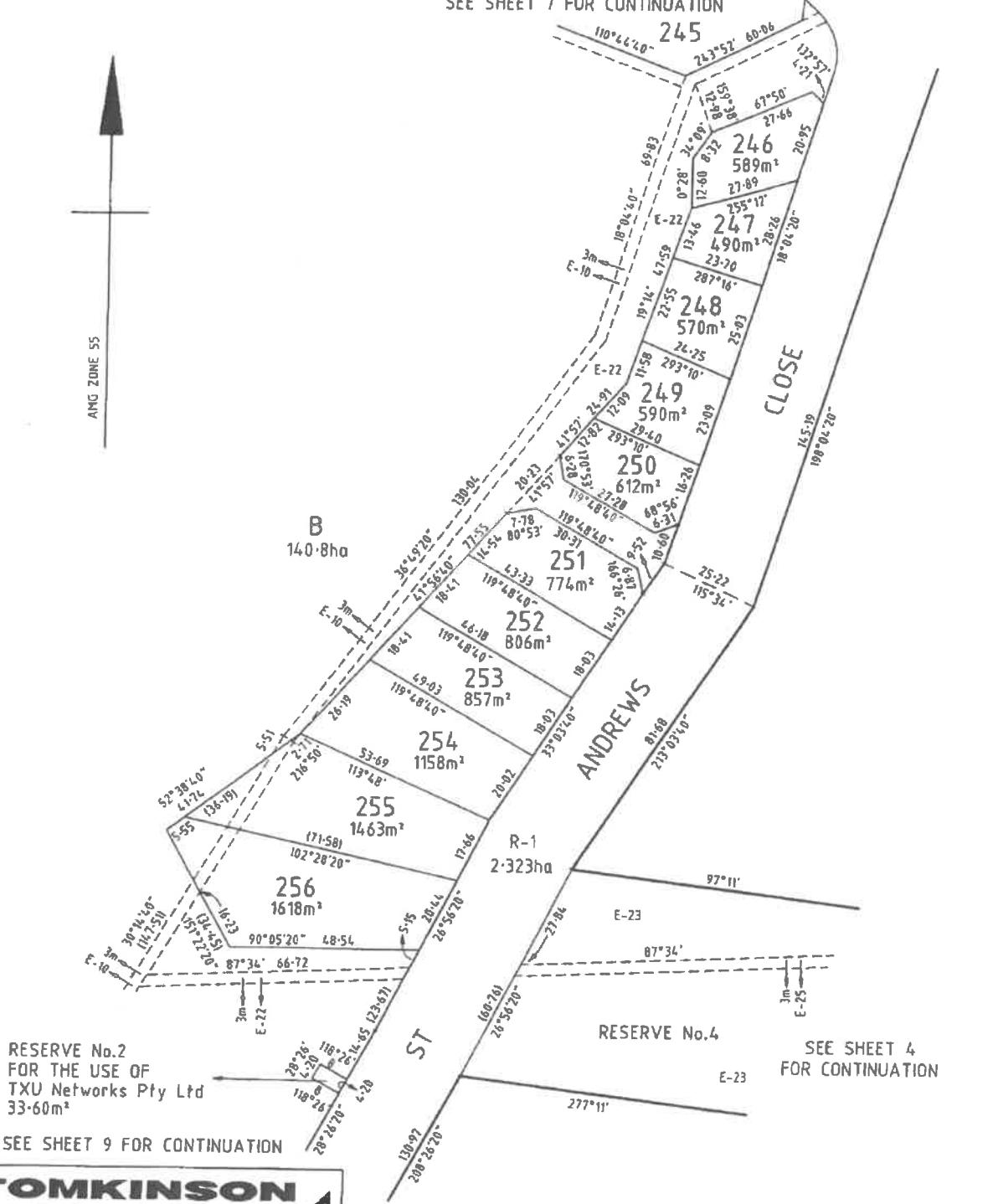
PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS 436814X

SEE SHEET 7 FOR CONTINUATION



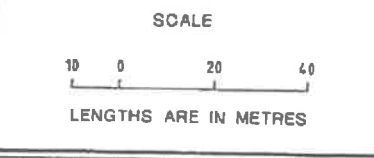
RESERVE No.2
FOR THE USE OF
TXU Networks Pty Ltd
33·60m²

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FOR CONTINUATION

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 Project Managers · Engineers · Surveyors · Planners
 SUITE 404, 4TH FLOOR
 310 ST KILDA ROAD
 MELBOURNE VIC, 3004
 TELEPHONE (03) 8888 6488
 FACSIMILE (03) 8888 5477
 DIAL: tollfree@tomkinson.com.au
 www.tomkinson.com.au

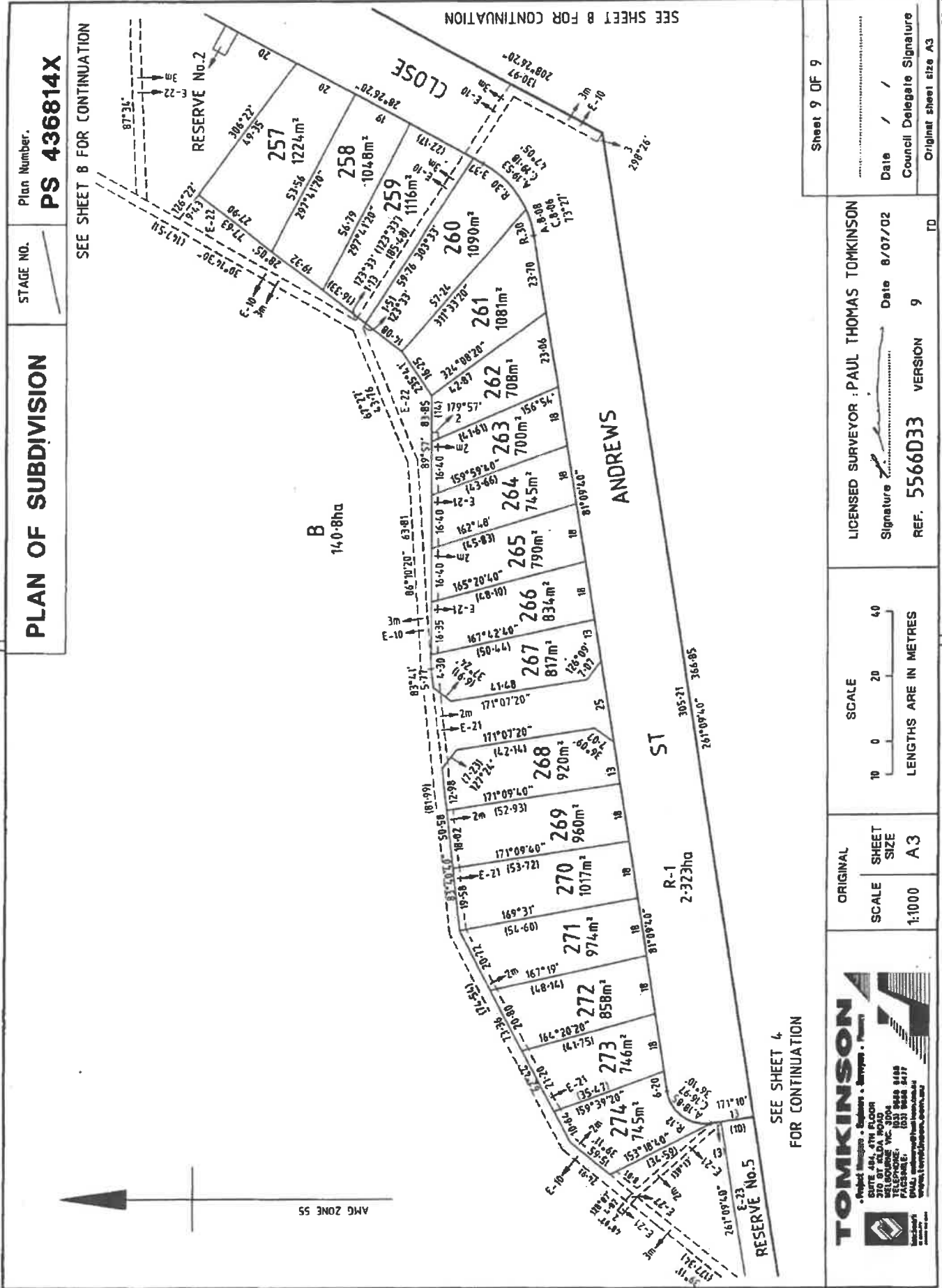
Sheet 8 of 9

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SCALE	SHEET SIZE
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LICENSED SURVEYOR : PAUL THOMAS TOMKINSON
 Signature *[Signature]* Date 8/07/02
 REF. 5566033 VERSION 9 TD

Date / /
 Council Delegate Signature
 Original sheet size A3



Sheet 9 OF 9

Date / /

Council Delegate Signature

Original sheet size A3

LICENSED SURVEYOR: PAUL THOMAS TOMKINSON

Signature _____ Date 8/07/02

REF. 5566D33 VERSION 9

SCALE

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Project Managers • Engineers • Surveyors • Planners

3701 ST. LAWRENCE ST. (at Hwy 101)
 MELBOURNE VIC 3004
 TELEPHONE: (03) 9448 8188
 FACSIMILE: (03) 9448 8117
 EMAIL: tomkinson@tomkinson.com.au
 WWW: www.tomkinson.com.au

0 10 20 30 40 50 60 70 80 90 100



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IXPIA
TRANSFER OF LAND
 Section 45 Transfer of Land Act 1958



Lodged by:

Name: The Uniting Church in Australia Property Trust (Victo
Phone: 9251 5204
Address: 130 Little Collins Street Melbourne

Ref: PJS:JF:Koh & Loh
Customer Code: 1372D

MADE AVAILABLE / CHANGE CONTROL
 Land Titles Office Use Only

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

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

Land: (volume and folio reference)
 Lot 261 on Plan of Subdivision 436814X
 Certificate of Title Volume 10670 Folio 117

Estate and Interest: (eg "all my estate in fee simple")
 All its estate in fee simple

Consideration:
 One hundred nineteen thousand dollars (\$119,000.00)



Transferor: (full name)
 Hidden Valley Australia Pty Ltd ACN 077 640 469

Transferee: (full name and address including postcode)
 Swee-Ann Koh and Tiak-Swee Loh of 132 Keilor Road, North Essendon, 3041

Directing Party (full name):

Creation and/or Reservation and/or Covenant:

The Transferee, with the intent that the benefit of this covenant shall be attached to and run at law and in equity with every Lot on Plan of Subdivision 436814X other than the Lot hereby transferred and the burden of this covenant shall be annexed to and run at law and in equity with the Lot hereby transferred ("Land") **DOES HEREBY** for itself and its successors in titles and as separate covenant **COVENANTS** with the Transferor, its successors in title and other registered proprietor or proprietors for the time being of the land comprised in the said Plan other than the Lot hereby transferred that the Transferee must not at any time breach any of the provisions of **Hidden Valley Victoria, Australia Design Guidelines** ("Guidelines") as they shall be amended, modified and varied at the direction of the Transferor in its absolute discretion. Without limiting the generality of the foregoing the Transferee:

Approval No: 383019A

ORDER TO REGISTER
 Please register and issue title to

STAMP DUTY USE ONLY

T2



Signed _____ Cust. Code: _____

Legal instrument P/L:	
This stamp is SRO	ABN 33 942 306 027 2800 AP 445
Property:	Victorian Duty \$..... 2,19,000
	Consideration / Advance \$..... 119,000
	Victorian Assets %..... Section.....
	Original / Counterpart / Collected / Unstamp
NOT TO BE COPIED	Transaction No:..... 9341/2002
	Endorsing Date:..... 13/9/02
	Signature..... [Signature] No 1

* Law Perfect Pty Ltd
 mel ekb 1148950 270705

THE BACK OF THIS FORM MUST NOT BE USED

RB 16.9.02

- (a) must not at any time breach any of the provisions of the Guidelines as they shall be amended, modified and varied at the direction of the Transferor in its absolute discretion. Without limiting the generality of the foregoing:
 - (i) the Purchaser must not construct or permit to be constructed any residence or make any alteration to a residence without having obtained the Transferor's prior written consent to the concept plans and working drawings (including designs, specifications and landscaping);
 - (ii) all buildings to be constructed on a Lot must not be constructed on more than one certificate of title.
- (b) once construction of a residence starts, must not delay the completion of construction of the residence and must complete construction in 15 months after commencement of works;
- (c) must not live on the Land until completion of construction of the residence;
- (d) must not live in any garage or like structure on the Land;
- (e) must not use the Land for any purpose other than for the construction and use as a residence;
- (f) must not construct any more than one residence on a Lot without the Transferor's prior written permission;
- (g) must not subdivide the Land;

Dated: 6th September 2002

Execution and attestation

THE COMMON SEAL of HIDDEN VALLEY)
 AUSTRALIA PTY LTD 077 640 469 was)
 hereunto affixed in accordance with its)
 Constitution in the presence of:)



.....
 Director
 Craig Williams
 Usual address: 3 Lyall Street, Hawthorn 3122

.....
 Business Development Director SAIBUS DELIAS BY POWER
 BTM Ferdeus Mahmood OF ATTORNEY DATED 11 JANUARY
 Usual address: 1 Bryanswood Court, New 3101 2002

SIGNED by the transferee in the presence of:

) Signed

Signature of witness

Approval No: 383019A

AB559470M
 16/09/2002 \$383 45

T2 Page 2



ANNEXURE PAGE

Transfer of Land Act 1958

Approved Form A1
Victorian Land Titles Office

This is page 3 of T2 dated 6/9/2002 between Hidden Valley Australia AND Swee-Ann Koh and Tiak-Swee Loh

Signatures of the parties

Signatures of the parties

For and on behalf of the Transferor

For and on behalf of the Transferee

Panel Heading

- (h) must not place or allow to be placed on the Land any temporary structure including but without limitation a tent, caravan, trailervan, campervan or mobile home;
- (i) must not keep any motor vehicle, vehicles designed to be towed by a motor vehicle and boats anywhere other than in a garage when not in use;
- (j) must not keep or allow to remain on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes;
- (k) must not erect or place on the Land any signs without the Transferor's prior written consent;
- (l) must not carry out any excavation or other works to the Land affecting the natural surface level of the Land unless in the course of construction works permitted under this Covenant;
- (m) must not carry out any works causing the Land (other than works permitted under the Guidelines) which affect the natural vegetation of the Land;
- (n) must not remove any trees, shrubs, bushes or other vegetation from the Land without the Transferor's prior written permission;
- (o) must not allow the grass on the Land to grow to a length of more than 300mm and must not allow it to present a fire hazard;
- (p) must not keep on the Land any noxious weeds and any other weeds (including thistles and ragwort) which may cause a nuisance or detract from the appearance of the Land;
- (q) must not grow any crops on the Land without the Transferor's prior written permission;
- (r) must not conduct any burning off on the Land without the approval of the Council;
- (s) must not fail to comply with any order, notice and direction of the Council;
- (t) must not construct or erect any electrified fence;

Approval No: 383019A

A1



* Law Perfect Pty Ltd
mel ekb 1148950 270705

AB559470M

16/09/2002 \$383 45



of the Approved
all the information
THE ANNEXURE

1. If there is insufficient space to accommodate, insert the words "See Annexure Page" on the Annexure Page under the appropriate PAGE IS NOT TO BE USED

- 2. If multiple copies of a mortgage are lodged, original annexure pages must be attached to each.
- 3. The Annexure Pages must be properly identified and signed by the parties to the Approved Form to which it is annexed.
- 4. All pages must be attached together by being stapled in the top left corner.



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ANNEXURE PAGE
Transfer of Land Act 1958

This is page 4 of T2 dated 6/9/2002 between Hidden Valley Australia AND Swee-Ann Koh and Tiak-Swee Loh

Signatures of the parties

Signatures of the parties

For and on behalf of the Transferor

For and on behalf of the Transferee

(u) must not keep or allow to be kept on the Land at any time more than 2 dogs, 2 cats, 2 domestic birds and 1 horse without the Transferor's prior written consent. Any other animal or additional number of dogs, cats, domestic birds or horses requires the Transferor's prior written consent.

If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in this Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

For the purposes of this Covenant, "residence" means a principle dwelling and any out buildings and works normal to a dwelling.

AND IT IS INTENDED that this covenant shall be set out as an encumbrance on any Certificate of Title issued for the Lots hereby transferred and shall run with the Land.



Approval No: 383019A

A1



1. If there is insufficient space to accommodate information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.



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Form 9.1

J. P. Lakram
ASST. REGISTRAR OF TITLES

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF AN AGREEMENT
RECORDING OF AN AGREEMENT

Section 181 (1)

Planning and Environment Act 1987

Lodged at the Land Titles office by: Freehills Hollingdale & Page

Name: David Sinn

Phone: 9288 1384

Address: Level 43, 101 Collins Street, Melbourne Victoria 3000

Ref: Customer Code:

The Authority having made an Agreement requires a recording to be made in the Register for the land.

Land: LOT 1 ON 424782 B BEING VOLUME 10495 FOLIO 951 AND LOT D ON 432899 H BEING VOLUME 10529 FOLIO 729
Volume 10429 Folio 678

Authority: Goulburn Valley Region Water Authority
104 - 110 Eryers Street
SHEPPARTON VIC 3632

Section and Act under which agreement made:

Section 17 (2) (c) Subdivision Act

A copy of the Agreement is attached to this Application

Signature for the Authority:

L. Goudie

Name of Officer:
Office Held:

Mr Les Goudie
Manage Development

Date: 7/4/2000

AMENDED
12 OCT 2000

in concept of
Registrar for
Application
M

21/10/00
F. 16/11/00

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SECTION 17 (2) (c) AGREEMENT

THIS AGREEMENT is made this 22nd day of February, 2000

BETWEEN:

GOULBURN VALLEY REGION WATER AUTHORITY of 104-110 Fryers Street,

Shepparton in the State of Victoria ("the Relevant Authority")

AND

HIDDEN VALLEY AUSTRALIA PTY LTD

of Level 5, 370 St Kilda Road, Melbourne in the State of Victoria ("the Owners")

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RECITALS:

- A. Goulburn Valley Water is the relevant Authority pursuant to the Subdivisions Act 1988 for the provision of water and sewerage services.
- B. The Owners are the registered proprietors of the Land described in Certificate of Title Volume 10088 Folio 051, Volume 10340 Folio 639, Volume 10343 Folio 283 and Volume 10343 Fol 286, being Lot C on Plan of Subdivision No. 412892L ("the Land") situated at 670 Northern Highway Wallan in the said State and the Owner of the Land for the purposes of the Act.
- C. The Owners have applied to the Mitchell Shire Council for a Planning Permit for a rural residential subdivision ("the Proposed Development") in accordance with the Plan of Subdivision No's 424782B, and 424783Y copies of which Plans are annexed to this Agreement.
- D. On the 4th August 1999 the Mitchell Shire Council issued Planning Permit No 301,700 ("the Permit") a copy of which is annexed to this Agreement for the proposed development subject to a number of conditions including the following:

Condition 20: "Provision of reticulated sewerage and associated construction works to each allotment within the development less than or equal to 1Ha in size and any



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SECTION 17 (2) (c) AGREEMENT

other allotment in which individual soil test reports for that allotment indicates that on site effluent treatment and containment is not possible in accordance with the Victorian State Environment Protection Policy Waters of Victoria."

Condition 21: "Further to condition 20, reticulated sewerage and associated construction works shall be supplied to any allotment regardless of its size or suitability for onsite effluent disposal, that the Authority deems should reasonably be seweraged due to that allotments proximity to sewer works necessary to comply with condition 20 above or that allotments proximity to future sewer works required to serve allotments in subsequent stages of the Hidden Valley Estate."

- E. The Owner and the Relevant Authority have entered into this Agreement in order to allow the Owner to obtain a Statement of Compliance for the Plans of Subdivision creating 21 allotments prior to the installation of sewerage works and prior to extending the Authority's sewerage district to include the Land.
- F. This Agreement is to be lodged on the Titles of "the Prescribed Lots" created on Plan of Subdivision No's 424782B and 424783Y to ensure purchasers are aware of the intention to provide a sewerage reticulation extension to service future allotments beyond the Land and thereby requiring specific allotments to be connected to such sewerage utility in accordance with the Design Strategy Plan (attached).

NOW IT IS AGREED:

1. This Agreement, unless the context indicates that it requires to the contrary, the following words and expressions have the following meanings:
- 1.1 "the Act" means the Subdivision Act 1988.

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SECTION 17 (2) (c) AGREEMENT

- 1.2 "the Agreement" or "this Agreement" means this Agreement and any Agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 "the Relevant Authority" means Goulburn Valley Region Water Authority of 104-110 Fryers Street, Shepparton.
- 1.4 "the Owner" means Hidden Valley Australia Pty Ltd.
- 1.5 "the Land" means land bounded within the Sewerage Reticulation Extension Design Strategy Plan .
- 1.6 "the Plan of Subdivision" means Plan of Subdivision No's 424782B and 424783Y.
- 1.7 "the Prescribed Lots" means Lot No's 102, 103, 106-109 inclusive and 115-118 inclusive, created on Plan of Subdivision No's 424782B and 424783Y.
- 1.8 "the Scheme" means the Mitchell Planning Scheme and all parts of that Scheme as may be amended from time to time.

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2. **AGREEMENT UNDER SECTION 17(2)(c) OF THE ACT**

The Relevant Authority and the Owner agrees that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 17(2)(c) of the Act and on execution hereof, the Relevant Authority shall forthwith made application pursuant to Section 181 of the Planning and Environment Act 1987 to the Registrar of Titles for the entry of a Memorandum of this Agreement the Prescribed Lots on Plan of Subdivision No's 42478B and 424783Y lodged in the Land Titles Office.

3. **EFFECTS OF THE AGREEMENT**

3.1 This Agreement shall come into force and effect on the date hereof.



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SECTION 17 (2) (c) AGREEMENT

3.2 The obligations of the Owner under this Agreement will take effect as separate and several covenants which will be annexed to and run at law and in equity with the Land to bind the Owner and each successor assignee or transferee of the Owner the registered proprietor or proprietors for the time being of the Land and every part of the Land (pursuant to Section 182 of the Planning and Environment Act 1987 or otherwise at law) and the Owner thereby jointly and severally covenant on behalf of themselves, their successors in title administrators and assigns.

3.3 The Owner agrees with the Relevant Authority that the Owner will take all necessary steps to comply with the obligations of each and every clause in this Agreement.

4. COVENANTS OF OWNER

The Owner further covenants and agrees:

- 4.1 The Owner will at all times comply with the conditions of the Permit; and
- 4.2 This Agreement does not specify a prescribed time constraint and shall be terminated only on written notification from the Relevant Authority that the Relevant Authority's requirements stipulated herewith have been satisfied.
- 4.3 The Owner covenants to provide Reticulation Sewerage to the prescribed lots at the time of a future subdivision beyond the land and pay the Relevant Authority sewer outfall and collector charges to secure an entitlement for sewerage service to the prescribed lots all by no later than 31st December 2000.
- 4.4 The Owner acknowledges and agrees with the Relevant Authority that this Agreement shall be recorded at the Land Titles Office under the provisions of Section 181 of the Planning and Environment Act and Section 17(2)(c) of the

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SECTION 17 (2) (c) AGREEMENT

Subdivision Act on each of the Titles to the Land. The Owner will pay all costs and charges associated with the registration of the Agreement at the Land Titles Office.

5. OWNERS' WARRANTIES



Without limiting the operation or effect which this Agreement has, the Owners warrant and covenant that:

5.1 The Owners are the registered proprietors of the Land and the beneficial Owners thereof.

5.2 There are no Mortgagees, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owners affecting the Land other than those disclosed by the usual searches or notified to the Relevant Authority; and

5.3 The Owners shall not sell, transfer, dispose or assign, mortgage or part with the possession of the Land or any part thereof without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

6. COSTS

The Owners shall forthwith pay on demand to the Relevant Authority the Relevant Authority's reasonable costs and expenses (including legal expenses, stamp duty and disbursements) or and incidental:

6.1 The preparation of or checking of this Agreement and any amendment or cancellation of this Agreement and anything done in connection with this Agreement including anything done in anticipation of this Agreement and enforcement of any obligations imposed on the Owners (despite the provisions of this clause the parties agree that the Owners are not liable for any Relevant

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SECTION 17 (2) (c) AGREEMENT

Authority costs and expenses relating to enforcement proceedings which are not successful before the Relevant Board or Tribunal).

6.2 The preparation of an application pursuant to Section 17(2)(c) of the Act enabling the registration of this Agreement at the Land Titles Office and any application pursuant to Section 181 of the Planning and Environment Act to alter or cancel the Agreement (in whole or in part).

6.3 Administration and supervision costs of the Relevant Authority properly and reasonably incurred in relation to any works to be performed pursuant to this Agreement except for administration and supervision which the Relevant Authority is obliged to undertake pursuant to its statutory duties and in regard to which the Owners have paid to the Relevant Authority the required statutory fees and charges; and

The preparation, negotiation, completion and enforcement of this Agreement including all monies, costs, charges and expenses which the Relevant Authority may pay, incur or expend in consequence of any default in performance and observation of any covenant herein contained or implied on the Owners' part to be performed and observed or under or in exercise or enforcement or attempted exercise or enforcement of any right, power or remedy herein contained.

7. DEFAULT OF OWNERS

In the event of the Owner defaulting or failing to perform any of the Owner's obligations under this Agreement, such default not being remedied within fourteen (14) days after the giving of notice by the Relevant Authority of the default, the Relevant Authority may without further notice and without prejudice to any other remedies, enter the Land and rectify such default and the reasonable cost to rectify the



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SECTION 17 (2) (c) AGREEMENT

default shall be borne by the Owner on demand and any such costs shall be capable of being recovered by the Relevant Authority in any court of competent jurisdiction as a civil debt recoverable summarily. A Certificate signed by the Chief Executive of the Relevant Authority shall be prima facie proof of the cost of remedying the breach.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

SIGNED for and on behalf of

GOULBURN VALLEY REGION WATER AUTHORITY

L. Cochrane
22.2.2024

HIDDEN VALLEY AUSTRALIA PTY LTD

THE COMMON SEAL of Hidden Valley Australia Pty Ltd)
(A.C.N. 077 640 469) was hereunto affixed in)
accordance with its Articles of Association in the)
presence of:)



Secretary: *[Signature]*

Director: *[Signature]*

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Applicant: Tract Pty Ltd

Property No. : 7059309150
 PLANNING Application No. : 301,700
 PERMIT Planning Scheme : MITCHELL
 Responsible Authority : MITCHELL SHIRE COUNCIL

MELBOURNE	
PLANNING SCHEME	
MITCHELL SHIRE COUNCIL	
REC'D: -9 AUG 1999	
AUTHORISED FOR USE:	
..... (PM) 9/8/99	
REGISTER No: 856 A	
REPLIED:	
FILE No: 39997/S	

ADDRESS OF LAND

Hidden Valley, Parish of Wallan Wallan
670 Northern Highway, Wallan

THE PERMIT ALLOWS

To subdivide, use and develop the land for residential purposes and remove native vegetation as required, in accordance with the endorsed plans (Being Stage I).

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT: (58 Conditions)

1. This permit will expire if a formal plan of subdivision for the development hereby approved is not submitted for certification to Council within:

- within two years of the date of this permit; and/or
- within 5 years from the date of commencement

The responsible Authority may extend the periods of time referred to if a request is made in writing before the permit expires or within three months afterwards.

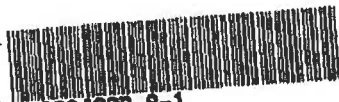
2. The layout of the subdivision as shown on the endorsed plan, must not be altered or modified (whether or not in order to comply with any statute, statutory rule or local law, or for any other reason) without the prior written consent of the Responsible Authority.

3. The formal plan of subdivision shall be modified to a standard necessary for the certification of the plan and shall show in particular:

- a. The bearings and distances of all allotment boundaries, lot numbers and street names.
- b. All easements and reserves required by the Responsible Authority and relevant Servicing Authorities.
- c. Lot dimensions including the lot sizes and lot frontages.
- d. Street numbering pursuant to form 21 of the Subdivision Act 1988.

Ten copies of a modified plan complying with these requirements shall be submitted to the Responsible Authority.

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Date Issued: 4 August 1999

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I. Scholes
IAN SCHOLES, PLANNING MANAGER

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Planning Permit Application No. 301,700
Applicant: Tract Consultants Pty Ltd



Conditions (Cont'd)

4. Prior to the commencement of any subdivision works the details of catchment calculations and proposed methods of containing/controlling collected stormwaters in accordance with the Australian Rainfall and Runoff Publication 1987 shall be provided to Council's engineers and drainage works constructed to the satisfaction of the Responsible Authority.
5. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, sewerage facilities, electricity and telecommunication services to each lot shown on the endorsed plan in accordance with that authorities requirements and relevant legislation at the time.
6. Reticulated water, sewerage and electricity must be available to each lot as shown on the endorsed plan of subdivision. Reticulated sewerage is not required for any allotment over 1ha in area, subject to the site being able to adequately dispose of all waste waters on site.
7. Electricity must be supplied to lots by underground means.
8. Before any subdivision works are commenced, the owner must enter into an agreement with the Mitchell Shire Council under Section 173 of the Planning & Environment Act 1987. The agreement must provide for a Community Infrastructure Levy of \$450 to be paid by the owner of each lot prior to a building permit being issued for a dwelling on the lot.
9. Landscaping of the nature strip of each allotment must be generally in accordance with a landscape plan for the subdivision.
Landscaping of the nature strip shall be kept in good order and shall be replaced if damaged or destroyed until the proposed lots are sold.
10. The names of all proposed roads shall be to the satisfaction of the Responsible Authority.
11. Public open space shall be provided generally in accordance with the approved master plan or alternative arrangements generally in accordance with the Subdivision Act and to the satisfaction of the Responsible Authority shall be made.
12. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to the relevant referral authorities in accordance with Section 8 of that Act.
13. Construction traffic is permitted to use William Street and the hours of operation are to be agreed to by the Responsible Authority.
The developer shall be responsible for road maintenance during the period of construction to the satisfaction of the Responsible Authority.
Traffic flows shall be regulated to control vehicular access via William Street to no greater than 50% of the vehicular traffic generated by the development.



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Date Issued: _____

Responsible Authority

I. Scholes
IAN SCHOLES, PLANNING MANAGER

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Planning Permit Application No. 301,700
Applicant: Tract Consultants Pty Ltd



Conditions (Cont'd)

At the point when 500 Certificates of Occupancy have been issued, William Street is to be upgraded and fully constructed to the satisfaction of the Responsible Authority.

- 14. Prior to the issuing of a statement of compliance all internal roadways and access lanes shall be designed and constructed to the satisfaction of the Responsible Authority in accordance with the following :-
 - a. Relevant parts of the Victorian Code for Residential Development
 - b. Council's requirements for road and street specifications
 - c. Placement of traffic management devices within the development to ensure smooth traffic flows.
- 15. Erosion control devices shall be located and constructed in all areas determined after detailed investigation to the satisfaction of the Responsible Authority.
- 16. Litter traps and retention basins must be incorporated into the stormwater drainage system to minimise the impact of urbanisation of the catchment.

Goulburn Valley Water

- 17. Prior to issue of a statement of compliance the owner/developer pay Goulburn Valley Region Water Authority Water Supply Headworks and Distribution contributions for water supply for the development, such amount being determined by the Authority at the time of payment;
- 18. Prior to issue of a statement of compliance provide reticulated water supply to each allotment within the development including the design and construction of reticulation mains and associated tanks, pump stations distribution mains and associated works, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of the Goulburn Valley Region Water Authority;
- 19. Prior to issue of a statement of compliance the owner/developer pay Goulburn Valley Region Water Authority sewer outfall and collector contributions for sewerage services to the development, such amount being determined by the Authority at the time of payment;
- 20. Provision of reticulated sewerage and associated construction works to each allotment within the development less than or equal to 111a in size and any other allotment in which individual soils test reports for that allotment indicates that on site effluent treatment and containment is not possible in accordance with the Victorian State Environment Protection Policy Waters of Victoria;

For the purpose of this condition each rectangle drawn within allotments numbers 110, 119, 125, 126 and 142 on figure 2 of the application shall be interpreted as individual villas or residential blocks requiring reticulated sewerage services.
- 21. Further to condition 20, reticulated sewerage and associated construction works shall be supplied to any allotment regardless of its size or suitability for onsite effluent disposal, that the Authority deems should reasonably be sewered due to that allotments proximity to sewer works necessary to comply with condition 20 above or that allotments proximity to future sewer works required to serve allotments in subsequent stages of the Hidden Valley Estate.

Date Issued



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Authority

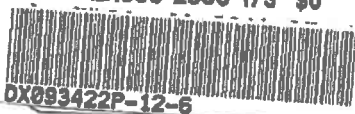
(Signature)
IAN SCHOLLES, PLANNING MANAGER

Conditions (Cont'd)

- 22. Provision of sewerage and associated works required by condition 20 and 21 shall be completed prior to issuing a Statement of Compliance and be at the developer's expense, in accordance with standards of design and construction adopted by an to the satisfaction of the Goulburn Valley Water Authority.
- 23. Specific soil tests be carried out by a suitably qualified person or organisation for each allotment within the subdivision greater than 1 ha in size, at the developer's expense and to the satisfaction of the Goulburn Valley Region Water Authority, to determine if the land is suitable for on site effluent treatment and containment in accordance with the Victorian State Environment Protection Policy Waters of Victoria;
- 24. Reports for all soil tests carried out in accordance with condition 23 above be submitted to the Goulburn Valley Region Water Authority for review and if necessary new tests be carried out in accordance with the requirements of the Goulburn Valley Region Water Authority;
- 25. Provision of easements in favour of the Goulburn Valley Region Water Authority over all existing and proposed water and sewer mains located within private property.
- 26. Provision of a 10 metre wide reserve for water supply purposes for a future water supply transfer main in accordance with Plan of Subdivision PS 424788N Sheet 2 of 2 Version 3 as attached and as generally in accordance with attachment 4 of the Capital Contributions Agreement between the applicant and Goulburn Valley Region Water Authority executed on 22nd May 1999;
- 27. Pursuant to Section 36 of the Subdivision Act, Goulburn Valley Region Water Authority may consider that for the economical and efficient subdivision and servicing of the land covered by the Application for permit, it requires the owner of the land to acquire an easement over the land in the vicinity, namely, and land not owned by the developer through which a sewerage extension or water main servicing the development is to be located. The easements created shall be in favour of Goulburn Valley Region Water Authority.
- 28. The operator under this permit shall be obliged to enter into an Agreement with Goulburn Valley Region Water Authority relating to the design and construction of any sewerage or water works required. The form of such Agreement shall be to the satisfaction of the Goulburn Valley Water. A copy of the format of the Agreement will be provided on request; and
- 29. A feasibility report for the provision of services to this stage based on the overall development feasibility study must be prepared to the satisfaction of the Authority prior to any works commencing on the design and construction of water and sewerage works.
- 30. The plan of subdivision lodged for certification is to be referred to the Goulburn Valley Region Water Authority pursuant to section 8(1) of the Subdivision Act, 1988.
- 31. Prior to the issue of a statement of compliance the owner shall arrange for a precise plot of the plan of subdivision to be supplied to Goulburn Valley Water in digital form compatible with Microstation SE or autoCAD version 14.

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Date issued: 4 August 1999

Signature for the
Responsible Authority

[Handwritten Signature]
IAN SCHOLLES, PLANNING MANAGER

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Planning Permit Application No. 301,700
Applicant: Tract Consultants Pty Ltd

Conditions (Cont'd)



Eastern Energy

32. The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Eastern Energy Limited in accordance with Section 8 of that Act.

33. The applicant shall:-

- a) Enter into an agreement with Eastern Energy limited for the supply of electricity to each lot and for the extension, augmentation of re-arrangement of any existing electricity supply system, as required by Eastern Energy Limited, subject to eastern Energy limited being able to provide a supply of electricity, (A payment to cover the cost of such work will be required). In the event that a supply cannot be provided the applicant shall provide a written undertaking to Eastern Energy limited that prospective purchasers will be so informed.
- b) Re-arrange, to the satisfaction of Eastern Energy Limited, any existing private electrical lines that cross boundaries of the proposed lots to supply existing installations. Such lines shall be constructed with underground cables.
- c) Set aside on the plan of subdivision for the use of Eastern Energy limited reserves satisfactory to Eastern Energy Limited where any electric substation (other than a pole mounted type) is required to service the subdivision.
- d) Provide easements satisfactory to Eastern Energy Limited, where easements have not been otherwise provided, for all existing Eastern Energy Limited electric lines on the land and for any new power lines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements shall be for the purpose of 'Power Line' in favour of Eastern Energy Limited.
- e) Obtain for the use of eastern Energy limited any other easement external to the subdivision required to service the lots.
- f) Adjust the position of any existing easement(s) for power lines to accord with the position of the line(s) as determined by survey.
- g) Obtain the approval of Eastern Energy limited or Powernet, as the case may be, to lot boundaries within any area affected by an easement for a power line and for the construction of any works in such an area.
- h) Provide to Eastern Energy limited, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.

Telstra

34. That the applicant enter into an agreement with Telstra or other licensed telecommunications carrier for the satisfactory provision of telephone cable reticulation (1) metre into each allotment created.

Date Issued: 4 August 1999

Signature for the
Responsible Authority

IAN SCHOLES, PLANNING MANAGER



Conditions (Cont'd)

- 35. That the plan of subdivision submitted for certification be referred to Telstra or other licensed telecommunications carrier, whichever is appropriate, in accordance with Section 8, of the Subdivision Act 1988.
- 36. Set aside on the plan of subdivision, reserve/s satisfactory to Telstra, for Telecommunications substation/s if required.

Country Fire Authority

- 37. Fire hydrants must be located along every road, no greater than 200 metres apart. Each property must be within 100 metres of any fire hydrant.
- 38. Fire hydrants must be clearly identified with either "L Type" Hydrant covers or hydrant marker posts as per drawing 34 of the Road Traffic Regulations Victoria.

VicRoads

- 39. All future buildings and works must be set back at least 20m from the Northern Highway reserve boundary.
- 40. If the Mitchell Shire Council requires the developer to construct drainage works as a condition of sealing the plan of subdivision, the Council should satisfy itself that the discharge of any drainage from the land being subdivided will not have any injurious effect on any declared road.
- 41. The discharge of any concentrated drainage or sillage onto the Northern Highway or Hume Highway reserves shall not be permitted unless approved in writing by VicRoads.
- 42. All future proposals to subdivide the subject land shall be referred to VicRoads for comment.
- 43. VicRoads would not be liable for the costs of any works required to satisfy VicRoads conditions.
- 44. Direct vehicular access to the lots from the Northern Highway will not be permitted.
- 45. Before commencement of any roadworks associated with the development, the developer shall enter into an agreement with the Shire of Mitchell and VicRoads under Section 173 of the Planning & Environment Act 1987.
- 46. There shall be a single point of direct access to the subject land from the Northern Highway via the existing driveway to the Northern Highway as outlined in the ODP. This access shall be constructed as a type "C" intersection in accordance with AUSTRROADS Guide to Traffic Engineering Practice, Volume 5, to the satisfaction of VicRoads. The location and standard of works for a design speed of 100 km/h shall be approved in writing by VicRoads before construction commences. The Northern Highway access point shall be constructed after the internal road infrastructure for Stages A & B is complete, but before the main access is able to be used by residents. The main gateway shall remain locked at all times except weekends and by arrangement until the highway works are complete.

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IAN SCHOLES, PLANNING MANAGER

Date Issued. 4 August 1999

Signature for the
Responsible Authority



Planning Permit Application No. 301,700
Applicant: Tract Consultants Pty Ltd

Conditions (Cont'd)

- 47. Lighting shall be provided at the intersection of the access road from the Northern Highway to the subject land as part of its upgrade to a type "C" intersection. Street lighting schemes shall be designed in accordance with Australian Standards, and the extent and standard of lighting shall be determined in consultation with the relevant power authority and VicRoads. All lighting poles must be frangible.
- 48. The developer must obtain planning permit approval from the Mitchell Shire Council for any works to remove trees alongside the Northern Highway reserve where they need to be removed to facilitate the installation of intersection works and provision of adequate sight distance along the Northern Highway from the access road.
- 49. A traffic management study shall be undertaken by the developer to determine traffic management works required at the intersection of the Northern Highway with William Street as a result of traffic generated from the development. Street lighting needs at the intersection shall be considered as part of the traffic management study. Works required at this intersection shall be designed in accordance with AUSTRoads Guide to Traffic Engineering Practice, and constructed to the satisfaction of VicRoads. The plans and specifications shall be approved in writing by VicRoads before construction commences.
- 50. The design of the intersections on the Northern Highway shall be subject to Road Safety Audit in accordance with the AUSTRoads Road Safety Audit Guidelines - SAA HB 43-1994.
- 51. VicRoads accepts no liability for any claims of sound interference from the adjacent Hume Freeway. Any proposed residence must be arranged such that the noise level emanating from the freeway would not be 70 dB(A) or greater.
- 52. The existing entry to the Northern Highway from the north-west corner of the subject land shall be used for emergency vehicles, and Goulburn Valley Water Authority access only.
- 53. No new allotment shall be created adjacent to the Hume Freeway such that there is insufficient space to build a house where the noise level would be 70 dB(A) or greater. Houses must be constructed to acoustic standards as set out in AS3671 - 1989 "Acoustics - Road Noise Intrusion - Building Siting and Construction" where the noise level is in excess of 60dB(A).

Note: Noise levels quoted are free field, L10 (18hr).
- 54. All future access to the Northern Highway shall be controlled by the provision of a 1 metre wide plantation reserve continuous with the eastern boundary of the Northern Highway reserve.
- 55. No new allotment shall be created adjacent to the Hume Freeway such that there is insufficient space to build a house where the noise level would be 70 dB(A) or greater. Dwellings must be constructed to acoustic standards as set out in AS3671-1989 "Acoustics - Road Noise Intrusion - Building Siting and Construction" where the noise level is in excess of 60dB(A). Noise levels quoted are free field, L10 (18hr).

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Date Issued: 4 August 1999

Signature for the
Responsible Authority

I. Scholes
IAN SCHOLES, PLANNING MANAGER

Conditions (Cont'd)

Natural Resources and Environment

- 56. The Hidden Valley Design Review Panel should develop guidelines to assist in its assessment of development proposals to help minimise native vegetation removal. These guidelines are to be developed in consultation with the Department of Natural Resources and Environment.
- 57. The Eastern Ridge road should be constructed in a way that ensures minimum disturbance to the ecological sensitivity of the area between Lot 125 in the north and south to Lookout Hill. Given its continuum with the eastern forested area and future subdivision on the eastern parcel limited to large 'estate' blocks, this vegetated area should not be included in any vegetation removal permit issued by the Responsible Authority, without further advice from the Department of natural Resources and Environment.
- 58. Cats should be prohibited by the rules of the body corporate for the two southern villages, which lie adjacent to the more significant habitat to the east of the Eastern Ridge road.

*
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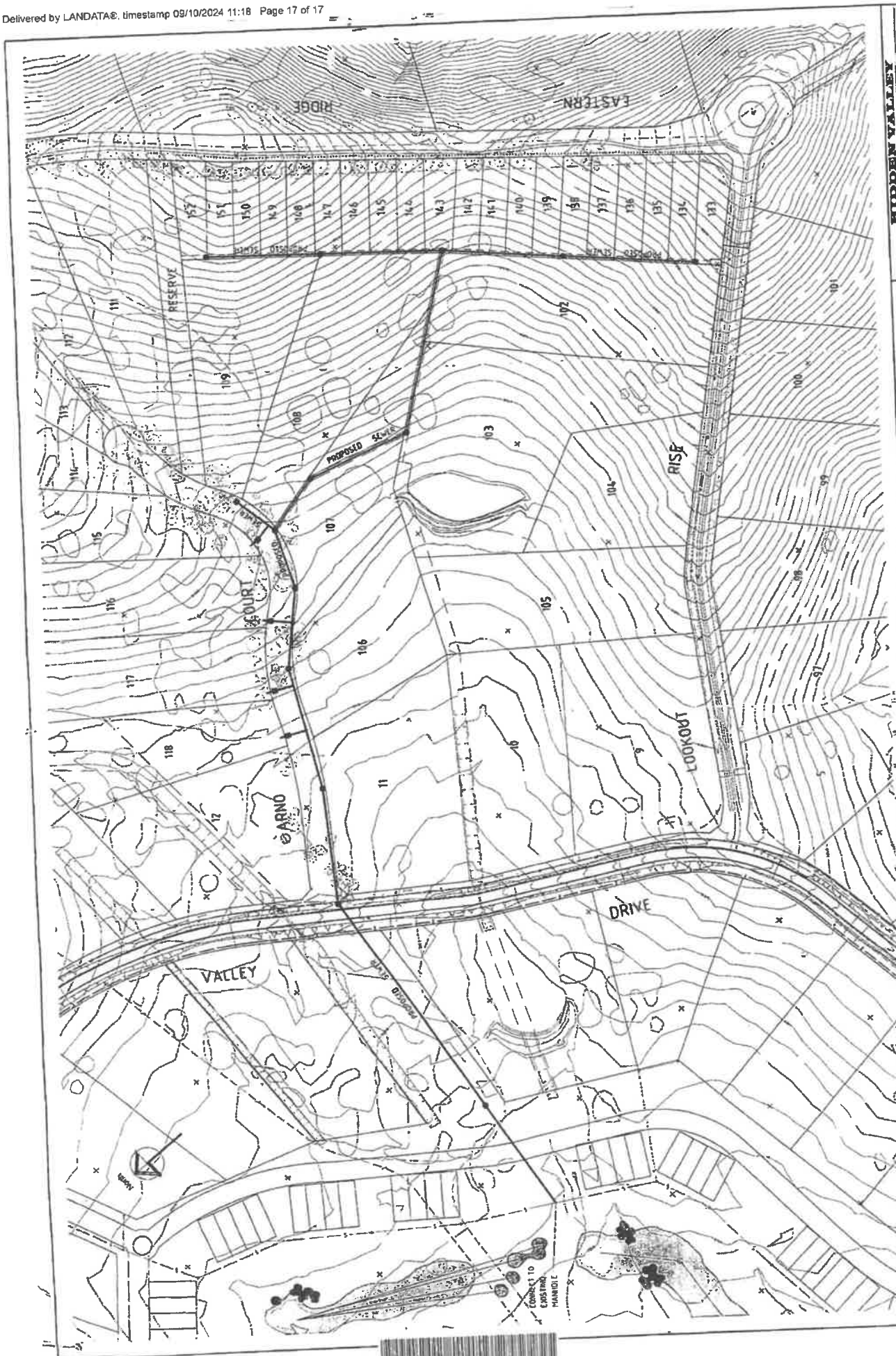
121000 2300 173 \$0



Date issued: 4 August 1999

Signature for the
Responsible Authority

[Handwritten Signature]
IAN SCHOLES, PLANNING MANAGER



SEWER DESIGN STRATEGY PLAN FOR LOTS 102, 103, 106, 107, 108, 109, 115, 116, 117 AND 118 ON PS 424782B AND PS 424783Y

DATE: 11/11/2024 11:18 PRELIMINARY 39997-9/101 B

Mausnell McIntyre
 Incorporated by U.S. ACTION 84-824
 Consulting Engineers, Planners,
 Environmental Scientists & Project Managers

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DESIGNED	5/20/21
CHECKED	1/17/21
PERMITTED	1/17/21
DATE	1/17/21

SCALE: HIDDEN VALLEY

12-1000 2300 173 90

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REVISIONS





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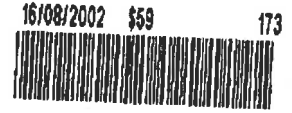
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AB493206U



APPLICATION BY A 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:

Name: TOMKINSON
Phone: 9686 5488
Address: Suite 404, 4th floor
370 St.Kilda Road
Melbourne 3004

Ref: 5566/33
Customer Code: ISOPE



The Authority or Council having made an agreement referred to in Section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register for the land.

Land: Lots 234 to 274 on PS436814X being part of the land contained in Certificate of Title Volume 10651 Folio 794
Now = 10670-090 to 130 (B.1)

Authority or Council: Mitchell Shire Council of 113 High Street, Broadford, 3658

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

A copy of the Agreement is attached to this Application.

Date: 16/8/2002

[Signature]
Signed for and on behalf of the Authority
Mitchell Shire Council.

IAN SCHOLEN
Name of Officer

PLANNING MANAGER
Position Held

OB
22-8-02

HIDDEN VALLEY AUSTRALIA PTY LTD
ACN 077 640 489
"Hidden Valley"

MITCHELL SHIRE COUNCIL
"Council"

SECTION 173 AGREEMENT



Herbert | Geer & Rundle Lawyers

Level 21 385 Bourke Street Melbourne 3000 Australia
Telephone +613 9641 8718
Facsimile +613 9600 4412
Reference PAN:AYL:1148950
Andrew Newbold

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SECTION 173A AGREEMENT

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ANNEXURE A

Plan of Subdivision

ANNEXURE B

Guidelines



DRB493206U-3-7



THIS AGREEMENT is made the 16th day of AUGUST 2002. /

BETWEEN HIDDEN VALLEY AUSTRALIA PTY LTD ACN 077 640 469 of c/-
Level 5, 370 St Kilda Road, South Melbourne, Victoria
"Hidden Valley"

AND MITCHELL SHIRE COUNCIL of 113 High Street, Broadford, Victoria
"Council"

ON THE BASIS THAT:

- A. The Owner is the owner of lots 234 to 274 (inclusive) on Plan of Subdivision PS 436814X and being part of the land in Certificate of Title Volume 10651 Folio 794 and being part of the property situated at 670 Northern Highway, Wallan, Victoria. /
- B. The Council is the responsible authority for the administration and enforcement of the Mitchell Planning Scheme which applies to the Site (of which the Land forms part).
- C. The Planning Scheme permits the use and development of the Site for residential and other purposes.
- D. The Council has approved the Owner's proposed subdivision, development and use of the Land pursuant to the provisions of the Planning Scheme.
- E. The Land represents part of the Development.
- F. In order to advance the objectives of planning in Victoria, the parties desire to enter into this Agreement.

THE PARTIES AGREE THAT:

1. DEFINITIONS AND INTERPRETATION

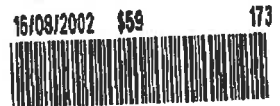
1.1 Definitions

In this Agreement:

- Act** means the *Planning and Environment Act 1987* or any modification, amendment or re-enactment of it
- Agreement** means this agreement
- Allotment** means any part of the land which is shown as a separate lot on plan of subdivision PS 436814X and which becomes registered in the Land Registry and capable of being disposed of separately
- Building Permit** means a building permit under the *Building Act 1993*
- Community Infrastructure Levy** means the amount payable in respect of each dwelling on each lot as set out in the planning permit by the Council for each Stage and which shall not exceed \$450.00



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Comprehensive Development Plan	means the plan of the Development incorporated in the Planning Scheme
Development	means the proposed development referred to in Recital C
Guidelines	means the covenants, design and control guidelines for the Land, a copy of which is annexed as Annexure B to this Agreement
Land	means lots 234 to 274 (inclusive) on Plan of Subdivision PS 436814X
Owner	means Hidden Valley or any person entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple of the Land or any part or parts of the Land
Planning Scheme	means the Mitchell Planning Scheme or any amendment of it or any replacement planning scheme made by the Minister for Planning
Site	means all of the land owned by Hidden Valley at 670 Northern Highway, Wailan, Victoria

1.2 Interpretation

In this Agreement unless the contrary intention appears:

- (a) a reference to a person includes a reference to a corporation firm association or other entity, and vice versa;
- (b) the singular includes the plural and vice versa;
- (c) a reference to any gender includes a reference to all other genders;
- (d) a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;
- (e) an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally;
- (f) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (g) an agreement, representation or warranty made in favour of two or more persons is made for the benefit of them jointly and for each of them severally; and
- (h) if an act required to be done under this Agreement on or by a given day is done after 5:30 pm on that day, it is taken to be done on the following day.





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1.3 Headings

Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

1.4 Weekends and Holidays

Where any act is required by this Agreement to be done on a given day and that day is not a Business Day then the act is required to be done on the next following Business Day.

2. OPERATION OF AGREEMENT

2.1 Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Act. ✓

2.2 This Agreement shall come into force immediately upon execution by both parties.

2.3 This Agreement may only be ended in accordance with the Act, or pursuant to Clause 2.4.

2.4 If at any time after the expiration of 10 years from the date of this Agreement, Hidden Valley no longer has a legal interest in the Site or the Development, and has not legally assigned its interest under this Agreement to a nominated successor for the purpose of the ongoing administration and enforcement of the Guidelines under Clauses 4 and 5, the Council may in its absolute discretion and without consultation with any party, and by notice in writing to the Owner of each Allotment:

(a) assume the role of Hidden Valley under Clauses 4 and 5 of this Agreement; or

(b) unilaterally end the Agreement.

2.5 The parties acknowledge that the Council enters into this Agreement to facilitate the implementation of the Guidelines over the Land and that the primary responsibility for the administration and enforcement of the Guidelines remains with Hidden Valley and the Owners for the time being of any Allotment. It is not intended that the Council will become involved in enforcement issues between Hidden Valley and the owners of Allotments, unless the Council in its absolute discretion believes there is a material planning issue which warrants its involvement.

3. COVENANTS WHICH RUN WITH LAND

3.1 The covenants and obligations in Clauses 4 and 5 bind only Hidden Valley as Owner.

3.2 The burden of the covenants and obligations imposed on the Owner in this Agreement, other than in Clauses 4 and 5, are intended to run with the Land and apply to the Owner and its successors in title to the Land or any part of it, and in particular to the transferee and mortgagee for the time being of any Allotment.





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4. GUIDELINES

- 4.1 Hidden Valley has prepared and submitted the Guidelines to the Council and the Council has approved them. The purpose of the Guidelines is to develop and protect the Land as a quality residential community and ensure the protection and enhancement of the landscape.
- 4.2 Hidden Valley will advise prospective purchasers of any Allotment of the existence of this Agreement and the Guidelines (and the availability of the Guidelines for public inspection) and in particular will make reference to this Agreement and the Guidelines in any statement under Section 32 of the *Sale of Land Act 1962* (as amended).
- 4.3 Hidden Valley must provide a copy of the Guidelines, insofar as they relate to a particular Allotment, to any transferee of such Allotment.

5. MODIFICATION OF GUIDELINES

- 5.1 Subject to **Clause 5.2**, Hidden Valley may in its discretion modify the Guidelines.
- 5.2
 - (a) Any proposed modification must first be referred by Hidden Valley to the Council for approval.
 - (b) Prior to any modification, Hidden Valley must give notice of the proposed modification to the owner and (where known) the purchaser under a contract of sale of any individual Allotment who may be affected by the modification and must give proper consideration to any objection received or any reasonable request for exemption from the modification.
 - (c) Until all Allotments are sold Hidden Valley must provide the Council with a copy of the Guidelines whenever they have been modified.
- 5.3
 - (a) The parties acknowledge that Hidden Valley may prepare covenants, design and control guidelines for any subsequent stage of the Development which may differ from the Guidelines. The guidelines for a future stage of the Development will be prepared in consultation with the Council.
 - (b) The parties will, for each subsequent stage of the Development, enter into an agreement under Section 173 of the Act upon the same terms and conditions as this Agreement (with any necessary consequential changes), incorporating the covenants, design and control guidelines relevant to that stage.

GUIDELINES, PLANNING SCHEME AND LOCAL LAWS

The Guidelines (or, in the event of modification under **Clause 5**, the Guidelines as modified) are deemed to form part of this Agreement for the purposes of administration and enforcement of the Planning Scheme. However, if this Agreement purports to require or allow anything to be done in breach of the Planning Scheme, the provisions of the Planning Scheme must prevail.

- 6.2 Where there is inconsistency between this Agreement and any local law enacted from time to time by the Council, the latter shall prevail to the extent of any inconsistency.

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7. ALLOTMENT COVENANTS

The Owner covenants for itself and its successors in title to any part of the Land, and despite any matter contained in this Agreement which may otherwise be permitted or capable of being permitted under the Planning Scheme, that with respect to the Allotments the Owner:

- (a) will not develop or use any Allotment except in accordance with the Guidelines as they may be amended, modified and varied at the direction of Hidden Valley in accordance with Clause 5.2. Without limitation, where the Owner is not Hidden Valley:
 - (i) it will not construct or permit to be constructed any residence or make any alteration to a residence without having obtained Hidden Valley's prior written consent to the concept plans and working drawings (including designs, specifications and landscaping);
 - (ii) all buildings to be constructed on an Allotment must be on the one certificate of title;
- (b) where the Owner is not Hidden Valley, once construction of a residence on any Allotment starts, must not delay the completion of construction of the residence and must complete construction within **15 months** after commencement of works;
- (c) must not live on an Allotment until completion of construction of the residence;
- (d) must not live in any garage or like structure on any Allotment;
- (e) where the Owner is not Hidden Valley, must not use any Allotment for any purpose other than for the construction of and use as a residence;
- (f) where the owner is not Hidden Valley, must not construct any more than one residence on any Allotment without the prior written consent of Hidden Valley;
- (g) where the Owner is not Hidden Valley, must not subdivide any Allotment;
- (h) must not place or allow to be placed on any Allotment any temporary structure including but without limitation a tent, caravan, trailervan, campervan or mobile home;
- (i) must keep all motor vehicles, vehicles designed to be towed by a motor vehicle and boats in a garage when not in use;
- (j) must not keep or allow to remain on any Allotment or on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes;
- (k) where the Owner is not Hidden Valley, must not erect or place on any Allotment any signs without the prior written consent of Hidden Valley;
- (l) where the Owner is not Hidden Valley, must not carry out any excavation or other works to any Allotment affecting the natural surface level of the Allotment unless in the course of construction works permitted under this Agreement;





- (m) where the Owner is not Hidden Valley, must not carry out any works on any Allotment (other than works permitted under the Guidelines) which affect the natural vegetation on the Allotment;
- (n) where the Owner is not Hidden Valley, must not remove any trees, shrubs, bushes or other vegetation from any Allotment without the prior written consent of Hidden Valley;
- (o) must keep the grass on any Allotment to a length of no more than 300 mm and must ensure it does not present a fire hazard;
- (p) must keep the Allotment free of noxious weeds and any other weeds (including thistles and ragwort) which may cause a nuisance or detract from the appearance of the Allotment;
- (q) where the Owner is not Hidden Valley, must not grow any crops on an Allotment without the prior written consent of Hidden Valley;
- (r) must not construct or erect any electrified fence;
- (s) where the Owner is not Hidden Valley, must not keep or allow to be kept on any Allotment at any time more than 2 dogs, 2 cats, 2 domestic birds and 1 horse without the prior written permission of Hidden Valley. Any other animal or additional number of dogs, cats, domestic birds or horses requires the prior written consent of Hidden Valley.

7.2 For the purposes of Clause 7, "residence" means a principal dwelling and any outbuildings and works normal to a dwelling.

8. COMMUNITY INFRASTRUCTURE LEVY

8.1 The Owner acknowledges that a community infrastructure levy is payable to the Council in relation to each dwelling constructed as part of the development of the Site.

8.2 The Owner agrees that:

- (a) prior to the issue of a Building Permit for any building work in respect of a dwelling on an Allotment, the Owner must pay the Community Infrastructure Levy to Council;
- (b) for the purposes of Part 3B of the Act, the Community Infrastructure Levy is fixed at \$450.00 for each dwelling constructed unless a different amount is set out in the planning permit issued by the Council for containing the Allotment on which the dwelling is to be constructed; and
- (c) if the Community Infrastructure Levy is not paid by time a Building Permit issues, it will until paid accrue interest at the rate being the penalty rate prescribed in the *Penalty Interest Rates Act 1983*; and
- (d) the Community Infrastructure Levy and any interest which accrues on it will be a debt by the Owner to Council until paid.

8.3 The Council acknowledges and agrees that the Community Infrastructure Levy will be applied in accordance with a memorandum of understanding to be agreed



separately between the Council and Hidden Valley having regard to the following principles:

- (a) approximately 50% of the levy will be allocated to Hidden Valley for the construction of community facilities or infrastructure on the Site;
- (b) the Council will apply the balance of the levy, in its absolute discretion, to community facilities or infrastructure in or around Wallan township;
- (c) in the application of funds collected through the levy, priority will be given by the Council to the allocation to Hidden Valley of funding for the construction of community facilities for the "Village Green" within the Site (estimated at approximately \$120,000), particularly where the allocation represents a reimbursement of construction costs incurred by Hidden Valley in advance of the funding allocation.

8.4 The Council acknowledges that:

- (a) payment of the Community Infrastructure Levy represents a discharge by the Owner of any obligation to pay any further levy imposed for the purposes of community or related development infrastructure; and
- (b) the area set aside on the Comprehensive Development Plan for public open space represents a discharge by the Owner of any requirement for public open space or recreation imposed or capable of being imposed by the Council or any other authority pursuant to the *Subdivision Act 1988*, or any other such legislation.

9. REGISTRATION OF AGREEMENT

The parties must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to enter a memorandum of this Agreement on the certificates of title to the Land in accordance with Section 181 of the Act.

10. COSTS

The Owner must pay to the Council the Council's reasonable costs and expenses incurred in the preparation, registration and enforcement of this Agreement, the Guidelines and any Future Stage Guidelines and, in the event of dispute, the Council may have them assessed by the Law Institute of Victoria Costs Service with the parties being bound by such assessment.

11. NOTICES

- 11.1 Any notice given under this Agreement must be in writing and must be signed by the party giving the notice or any authorised officer of that party.
- 11.2 Unless and until a party provides notice of a different address or facsimile number to the other parties to this Agreement, its address for service of notices shall be:

Herbert Geer & Rundle
mel:ayl 1148850 244930



(a) if it is Hidden Valley:

The Hidden Valley Design Review Panel
PO Box 1138
South Melbourne Vic 3205

Attention: Sean Hogan
Facsimile No.: 03 9681 6188

with a copy to:

Hidden Valley Australia Pty Ltd
670 Northern Highway
Wallan Vic 3650

Attention: The Directors
Facsimile No.: 03 9681 6188

(b) if it is the Council:

Mitchell Shire Council
113 High Street
Broadford Vic 3658

Attention: The Chief Executive Officer
Facsimile No.: 03 5734 6222



11.3 Unless a later time is specified in a notice, the notice takes effect from the time it is received.

11.4 A notice is taken to be received:

- (a) in the case of a notice delivered by hand, when so delivered;
- (b) in the case of a notice sent by pre-paid post, on the second clear Business Day after the date of posting;
- (c) in the case of a notice sent by facsimile, upon the receipt by the sender of a transmission report from the despatching facsimile machine which confirms that all of the pages comprised in the notice have been successfully sent to the receiving party's facsimile number.

12. GENERAL

12.1 The word "Owner" (if the Owner holds the Land or any part of the Land in a trust capacity) includes the beneficiaries of the trust in relation to which it holds the Land or part. Where a trust relationship exists, the Owner in executing this Agreement does so intending to assume not only personal liability but also to bind the trust for which it acts as trustee.

12.2 In this Agreement where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have, unless the contrary intention appears, corresponding meanings.





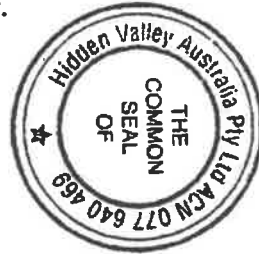
- 12.3 The word "Council" includes its successors (including its successors as responsible authority for the town planning controls in which case any reference to the holder of an office with the Council shall be deemed to be a reference to such office of the successor responsible authority as that responsible authority may designate).
- 12.4 Where the Owner is constituted by more than one person, any obligation imposed by this Agreement on the Owner is imposed on those persons jointly and severally.
- 12.5 The expression "Owner" includes its successors, assigns and transferees and the obligations imposed upon and assumed by the Owner are also binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of the whole or part of the Land (the "Successors") as if each of those Successors had separately executed this Agreement.

13. FURTHER ASSURANCES

The Council and Hidden Valley must each sign and execute all such further documents and deeds and do all acts and things as the other party reasonably requires for completely effectuating this Agreement.

EXECUTED as an Agreement.

THE COMMON SEAL of HIDDEN VALLEY)
AUSTRALIA PTY LTD ACN 077 640 469)
was hereunto affixed in accordance with its)
Articles of Association and in the presence)
of:



[Signature]
.....
Director

[Signature]
.....
Secretary/Director

GRATE WILLIAMS
.....
Print Name

FERDAUS MAHMOOD
.....
Print Name

Signed for and on behalf of the)
Mitchell Shire Council pursuant to the)
Instrument of Delegation issued to the)
position of Chief Executive Officer by)
resolution of Council on 16 November 1998.)

[Signature]
.....
Garry Robert Cecil
Chief Executive Officer

16/8/02
.....
Date

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16/08/2002 \$59 173



ANNEXURE A
Plan of Subdivision



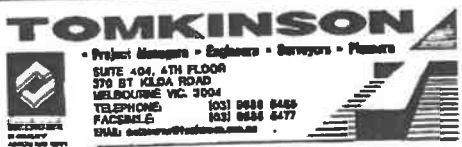
Attached.

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1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 00



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PLAN OF SUBDIVISION		STAGE NO. <hr/>	LTO use only. EDITION	Plan Number PS 436814X														
Location of Land Parish: SEE BELOW Township: ----- Section: ----- Crown Allotment: ----- Crown Portion: ----- LTO Base Record: D.C.M.B. Title Reference: VOL.10651 FOL.794 Last Plan Reference: PS 445469M LOT A Postal Address: HIDDEN VALLEY BOULEVARD WALLAN 3756 AMG-Co-ordinates E 321 450 Zone: 55 N 5 858 800		Council Certificate and Endorsement Council Name: MITCHELL SHIRE COUNCIL Ref. S200117 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/had not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage ----- Council delegate <i>[Signature]</i> Council seal Date 15/7/2002 Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /																
Vetting of Roads and/ or Reserve <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 15%;">Identifier</th> <th>Council / Body / Person</th> </tr> <tr> <td>ROAD, R-1</td> <td>MITCHELL SHIRE COUNCIL</td> </tr> <tr> <td>RESERVE No 1</td> <td>MITCHELL SHIRE COUNCIL</td> </tr> <tr> <td>RESERVE No 2</td> <td>TXU Networks Pty Ltd</td> </tr> <tr> <td>RESERVE No 3</td> <td>MITCHELL SHIRE COUNCIL</td> </tr> <tr> <td>RESERVE No 4</td> <td>MITCHELL SHIRE COUNCIL</td> </tr> <tr> <td>RESERVE No 5</td> <td>MITCHELL SHIRE COUNCIL</td> </tr> </table>		Identifier	Council / Body / Person	ROAD, R-1	MITCHELL SHIRE COUNCIL	RESERVE No 1	MITCHELL SHIRE COUNCIL	RESERVE No 2	TXU Networks Pty Ltd	RESERVE No 3	MITCHELL SHIRE COUNCIL	RESERVE No 4	MITCHELL SHIRE COUNCIL	RESERVE No 5	MITCHELL SHIRE COUNCIL	Notations Staging This is not a staged subdivision Planning Permit No. P 302/212 Depth Limitation 15m below the surface applies to CA 101A in Parish of Bylands only		
Identifier	Council / Body / Person																	
ROAD, R-1	MITCHELL SHIRE COUNCIL																	
RESERVE No 1	MITCHELL SHIRE COUNCIL																	
RESERVE No 2	TXU Networks Pty Ltd																	
RESERVE No 3	MITCHELL SHIRE COUNCIL																	
RESERVE No 4	MITCHELL SHIRE COUNCIL																	
RESERVE No 5	MITCHELL SHIRE COUNCIL																	
PARISH OF BYLANDS CROWN ALLOTMENT: 81E(PART) AND 101A(PART) PARISH OF WALLAN WALLAN CROWN ALLOTMENT: 119(PART) AND 121(PART)		AB493206U 16/08/2002 \$59 173 																
 DB493206U-14-8		Survey THIS PLAN IS BASED ON SURVEY IN PS 420381S This survey has been connected to permanent mark Nots) 63, 163, 56 & 57 In Proclaimed Survey Area No. 53																
Easement Information Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				LTO use only Statement of Compliance/ Exemption Statement Received <input type="checkbox"/> Date / /														
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of														
SEE SHEET 2 FOR EASEMENT INFORMATION					LTO use only PLAN REGISTERED TIME DATE / / Assistant Registrar of Titles Sheet 1 of 9													
 • Project Managers • Engineers • Surveyors • Planners SUITE 404, 4TH FLOOR 379 BT KILDA ROAD MELBOURNE VIC 3004 TELEPHONE: 1031 0688 6466 FACSIMILE: 1031 0688 6477 EMAIL: admin@tomkinson.com.au		LICENSED SURVEYOR : PAUL THOMAS TOMKINSON Signature <i>[Signature]</i> Date 8/07/02 REF. 5566D33 VERSION 9			<i>[Signature]</i> Date 15/7/2002 Council Delegate Signature Original sheet size A3													

PLAN OF SUBDIVISION

STAGE NO.

LTO use only.
EDITION

Plan Number
PS 436814X

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	WATER SUPPLY, CARRIAGEWAY	See Diag	PS 420381S	GOULBURN VALLEY REGION WATER AUTHORITY
E-3	WATER SUPPLY	4m	800K 823 No.82	MID GOULBURN REGIONAL WATER BOARD
E-5	POWER LINE	See Diag	PS 420381S Sect 44 of Electricity Industry Act 1993	EASTERN ENERGY LIMITED
E-10, E-24, E-27	SEWERAGE	3m	PS 412892L	GOULBURN VALLEY REGION WATER AUTHORITY
E-11	PIPELINES OR ANCILLARY PURPOSE	3m	PS 446466N	GOULBURN VALLEY REGION WATER AUTHORITY
E-12	SEWERAGE	See Diag	PS 412892L	GOULBURN VALLEY REGION WATER AUTHORITY
E-12	GAS DISTRIBUTION	See Diag	PS 412892L	STRATUS NETWORKS (ASSETS) PTY LTD
E-12	TELECOMMUNICATIONS	See Diag	PS 412892L	LOTS ON PS 412892L
E-12	POWER LINE	See Diag	PS 412892L Sect 44 of Electricity Industry Act 1993	EASTERN ENERGY LIMITED
E-13, E-26	SEWERAGE	See Diag	PS 412892L	GOULBURN VALLEY REGION WATER AUTHORITY
E-13, E-26	GAS DISTRIBUTION	See Diag	PS 412892L	STRATUS NETWORKS (ASSETS) PTY LTD
E-15	WATER SUPPLY, CARRIAGEWAY	See Diag	PS 412892L	GOULBURN VALLEY REGION WATER AUTHORITY
E-16	PIPELINES OR ANCILLARY PURPOSE	See Diag	PS 446466N	GOULBURN VALLEY REGION WATER AUTHORITY
E-16	DRAINAGE	See Diag	PS 446466N	MITCHELL SHIRE COUNCIL
E-17	PIPELINES OR ANCILLARY PURPOSE	See Diag	PS 446466N	GOULBURN VALLEY REGION WATER AUTHORITY
E-19	SEWERAGE	See Diag	PS 412892L	GOULBURN VALLEY REGION WATER AUTHORITY
E-19	GAS DISTRIBUTION	See Diag	PS 412892L	STRATUS NETWORKS (ASSETS) PTY LTD
E-19	PIPELINES OR ANCILLARY PURPOSE	See Diag	PS 446466N	GOULBURN VALLEY REGION WATER AUTHORITY
E-19	DRAINAGE	See Diag	PS 446466N	MITCHELL SHIRE COUNCIL
E-20	POWER LINE	See Diag	PS 445469M Sect 88 Electricity Industry Act 2000	TXU Networks Pty Ltd
E-21, E-27	DRAINAGE	See Diag	THIS PLAN	MITCHELL SHIRE COUNCIL
E-22, E25	PIPELINES OR ANCILLARY PURPOSE	See Diag	THIS PLAN	GOULBURN VALLEY REGION WATER AUTHORITY
E-23, E24, E-25, E26	WATER SUPPLY	See Diag	THIS PLAN	GOULBURN VALLEY REGION WATER AUTHORITY
E-23, E24, E-25, E26	CARRIAGEWAY	See Diag	THIS PLAN	GOULBURN VALLEY REGION WATER AUTHORITY

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TOMKINSON
 • Project Managers • Engineers • Surveyors • Planners
 SUITE 104, 4TH FLOOR
 570 ST KILDA ROAD
 MELBOURNE VIC. 3004
 TELEPHONE (03) 8699 8488
 FACSIMILE (03) 8698 8477
 EMAIL: info@tomkinson.com.au

LICENSED SURVEYOR : PAUL THOMAS TOMKINSON

Signature *[Signature]* Date 8/07/02

REF. 5566D33 VERSION 9

Sheet 2 of 9

[Signature]
 Date 15/7/2002
 Council Delegate Signature

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PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS 436814X

SEE SHEET 5

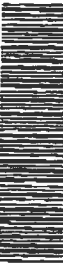
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Sheet 3 OF 9

Paul Tomkinson

Date 15/7/2002

Council Delegate Signature

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VALLEY BOULEVARD

VALLEY BOULEVARD

BOULEVARD

HIDDEN VALLEY BOULEVARD

WILLIAM STREET

HIDDEN VALLEY BOULEVARD

HIDDEN

HIDDEN

HIDDEN VALLEY

SEE ENLARGEMENT NOT TO SCALE

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Signature *Paul Tomkinson* Date 8/07/02

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• Property Management • Surveying • Engineering • Planning • Valuation • Land Services

SUITE 404, 4TH FLOOR
370 ST ALBA ROAD
KILMURRAY VIC 3009
PHONE: (03) 9488 6488
FACSIMILE: (03) 9488 6477
EMAIL: paul@tomkinson.com.au
WWW: www.tomkinson.com.au



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AMG ZONE 55

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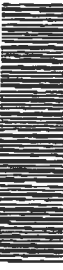
SEE SHEET 7

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16/08/2002 \$59 173



Sheet 3 OF 9

Paul Tomkinson

Date 15/7/2002

Council Delegate Signature

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VALLEY BOULEVARD

VALLEY BOULEVARD

BOULEVARD

HIDDEN VALLEY BOULEVARD

WILLIAM STREET

HIDDEN VALLEY BOULEVARD

HIDDEN

HIDDEN

HIDDEN VALLEY

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Signature *Paul Tomkinson* Date 8/07/02

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SUITE 404, 4TH FLOOR
370 ST ALBA ROAD
KILMURRAY VIC 3009
PHONE: (03) 9488 6488
FACSIMILE: (03) 9488 6477
EMAIL: paul@tomkinson.com.au
WWW: www.tomkinson.com.au

PLAN OF SUBDIVISION

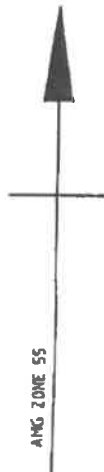
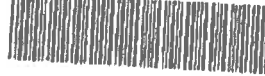
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SEE SHEET 6

SEE SHEET 9

RESERVE No. 5
FOR THE USE OF
MITCHELL SHIRE COUNCIL
3330m²



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DIAGRAM
NOT TO SCALE

SEE SHEET 7

VALLEY DRIVE

RESERVE No. 3
FOR THE USE OF
MITCHELL SHIRE COUNCIL
4443m²

SEE SHEET 7

SEE SHEET 8

ST ANDREWS CLOSE

RESERVE No. 4
FOR THE USE OF
MITCHELL SHIRE COUNCIL
9407m²

SEE SHEET 8

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VALLEY DRIVE

SEE SHEET 3

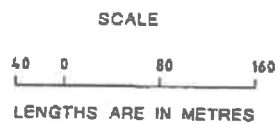
WILLIAM STREET

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SUITE 404, 4TH FLOOR
375 BT KILIA ROAD
MELBOURNE VIC. 3004
TELEPHONE (03) 8864 8480
FACSIMILE (03) 8864 8477
EMAIL: info@tomkinson.com.au

Sheet 4 OF 9

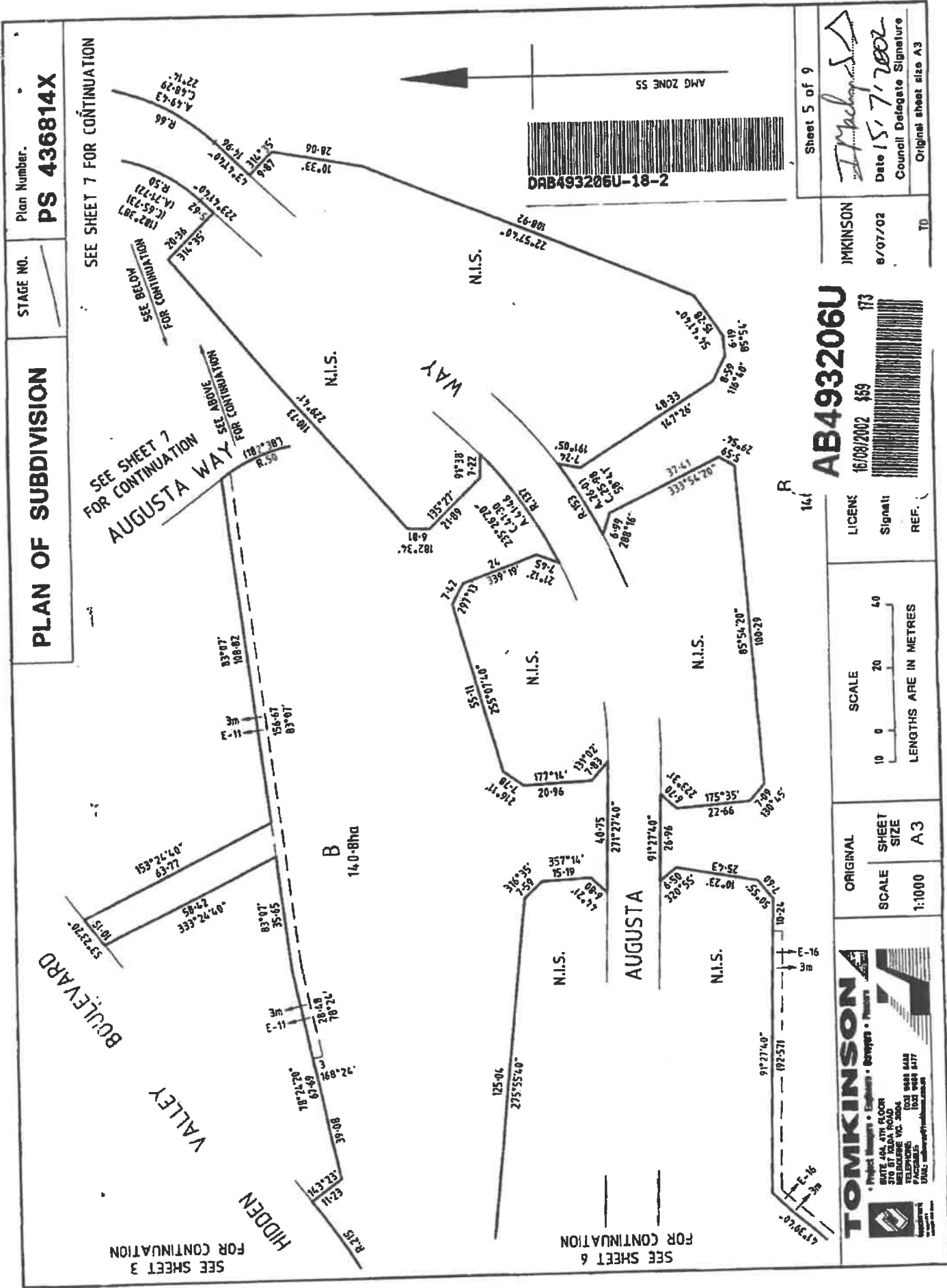
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Signature _____ Date 8/07/02
REF. 5566033 VERSION 9

_____ Date 15/7/2002
Council Delegate Signature
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PLAN OF SUBDIVISION

SEE SHEET 7 FOR CONTINUATION

SEE SHEET 7 FOR CONTINUATION

SEE SHEET 3 FOR CONTINUATION

SEE SHEET 6 FOR CONTINUATION

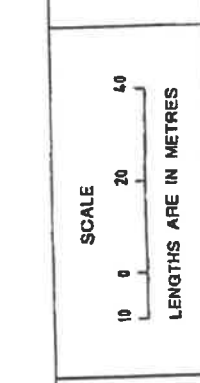


Sheet 5 of 9
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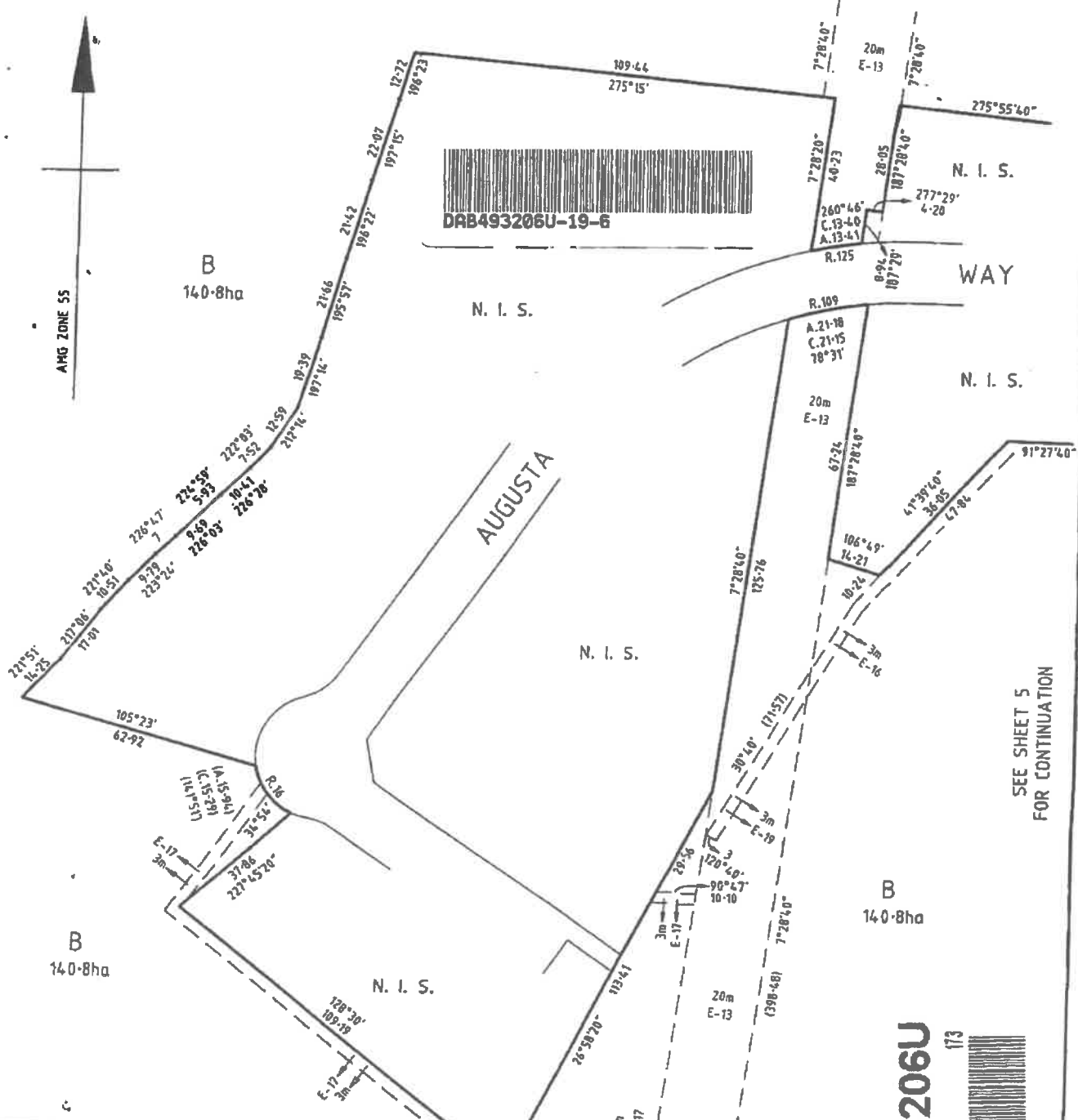
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TOMKINSON
 Project Managers • Engineers • Surveyors • Planners
 SUITE 404, 4TH FLOOR
 5015 171ST AVE. S.W.
 RICHMOND, BC V6X 3K6
 TEL: 604 273 8444
 TELEPHONE: (604) 273 8444
 FAX: 604 273 8444
 WWW: www.tomkinson.com

PLAN OF SUBDIVISION

STAGE NO.

Plan Number
PS 436814X



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 • Project Managers • Engineers • Surveyors • Planners
 SUITE 404, 4TH FLOOR
 370 ST KILDA ROAD
 MELBOURNE VIC. 3004
 TELEPHONE: (03) 9600 6485
 FACSIMILE: (03) 9686 8477
 EMAIL: info@tomkinson.com.au

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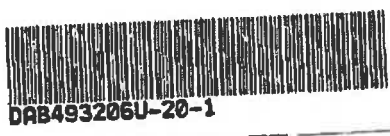
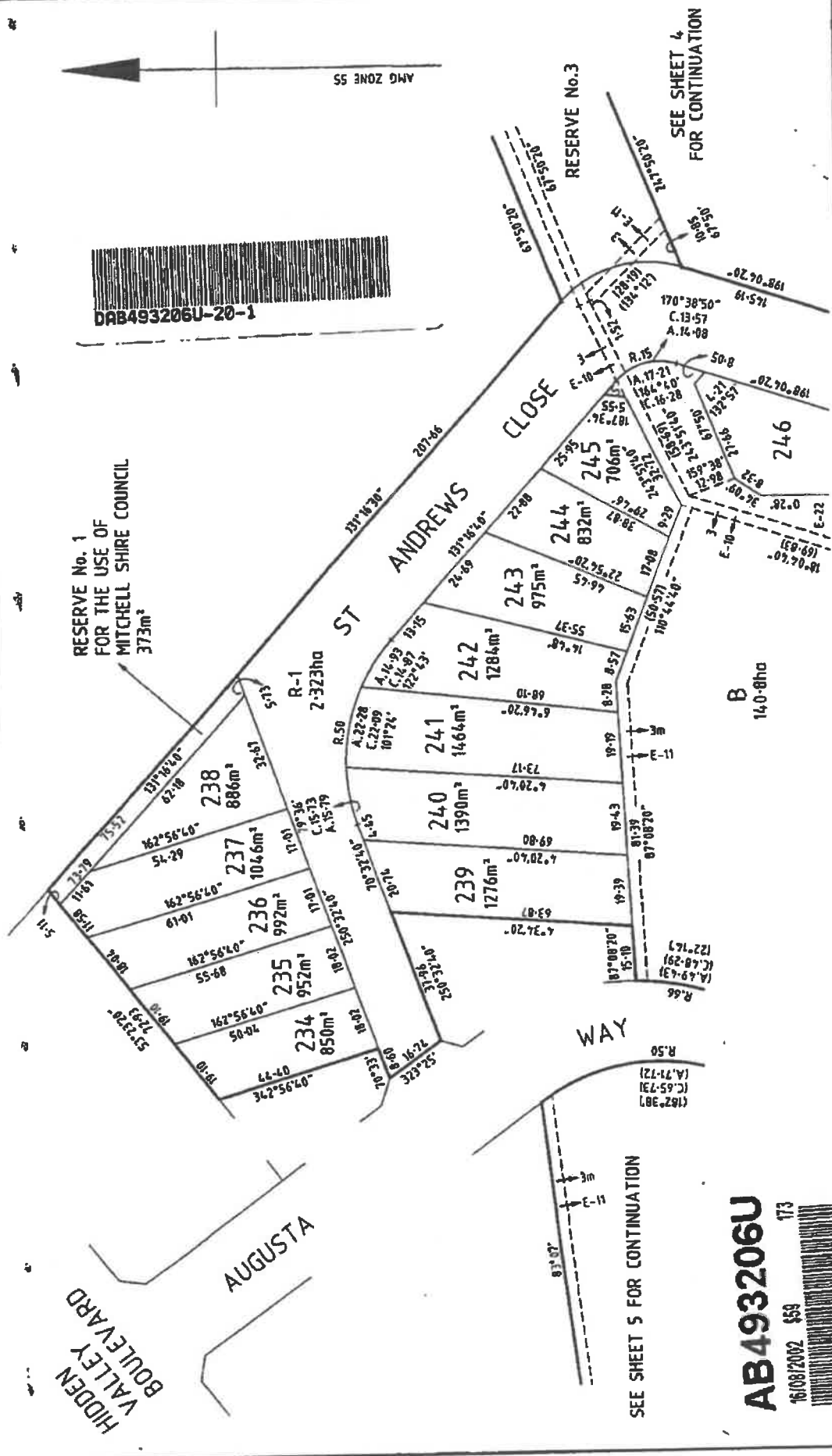
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 Signature: *[Signature]*
 Date 8/07/02
 REF. 5566D33 VERSION 9

Sheet 6 of 9
 Council Delegate Signature
 Original sheet size A3

PLAN OF SUBDIVISION

STAGE NO. _____

Plan Number. **PS 436814X**



Sheet 7 of 9

J. Mackay

Date 15/7/2022

Council Delegate Signature

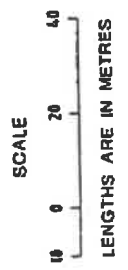
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SEE SHEET 8 FOR CONTINUATION

LICENSED SURVEYOR: PAUL THOMAS TOMKINSON

Signature *[Signature]* Date 8/07/02

REF. 5566D33 VERSION 9 TD



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SUITE 404, 4TH FLOOR
100 WILSON STREET
MULLUMBAIVILLE VIC 3554
TELEPHONE (03) 4688 8188
FACSIMILE (03) 4688 8177
WWW.TOMKINSON.COM.AU

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SEE SHEET 8 FOR CONTINUATION

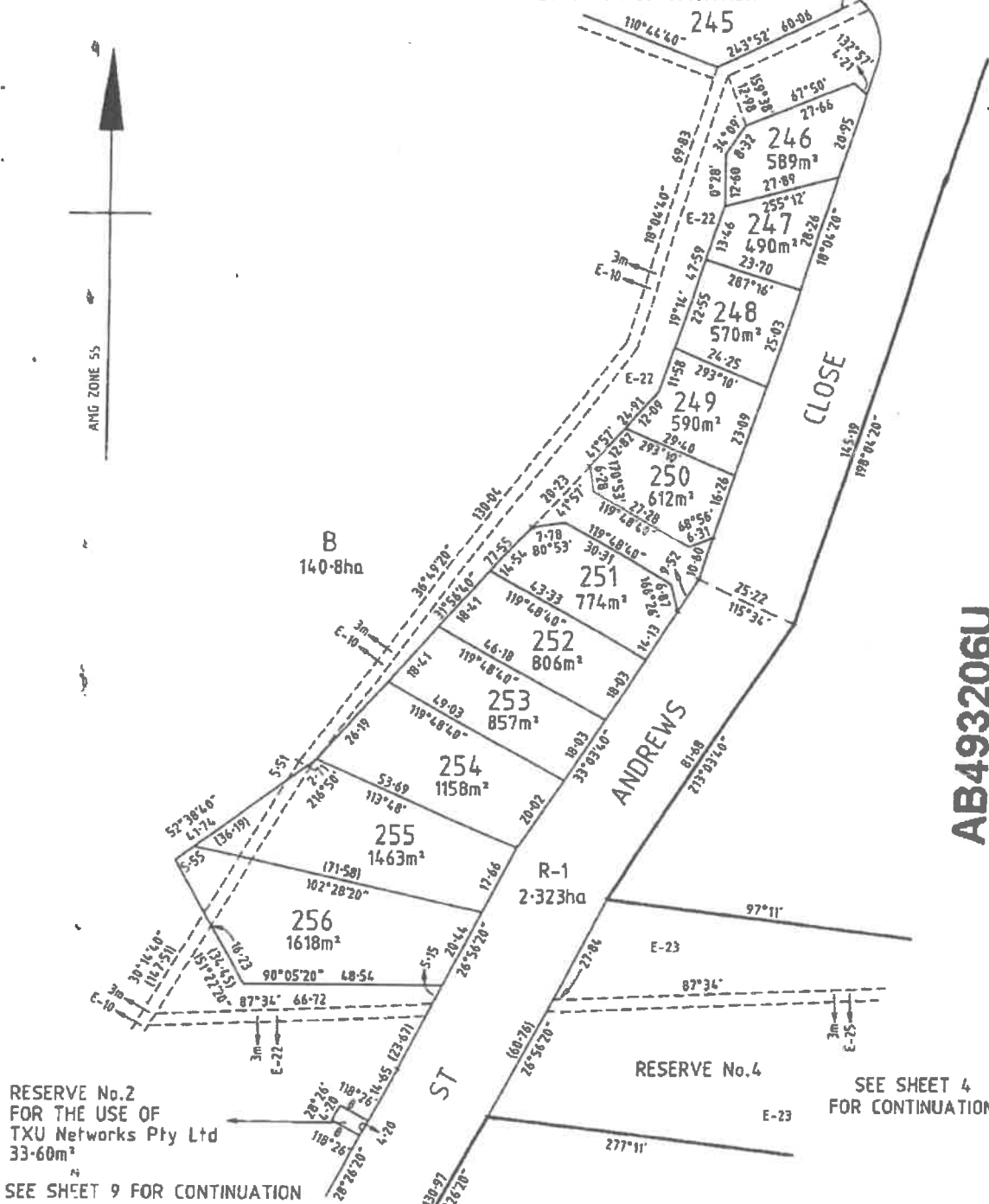
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PLAN OF SUBDIVISION

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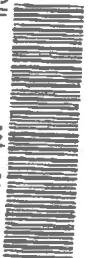
Plan Number
PS 436814X

SEE SHEET 7 FOR CONTINUATION



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16/08/2002 559 173



RESERVE No. 2
FOR THE USE OF
TXU Networks Pty Ltd
33.60m²

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FOR CONTINUATION

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 SUITE 404, 4TH FLOOR
 370 ST KILDA ROAD
 MELBOURNE VIC. 3004
 TELEPHONE (03) 9888 8888
 FACSIMILE (03) 9888 8477
 EMAIL enquiries@tomkinson.com.au
www.tomkinson.com.au



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Sheet 8 of 9

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LICENSED SURVEYOR : PAUL THOMAS TOMKINSON
 Signature Date 8/07/02
 REF. 5566D33 VERSION 9

Date 15/7/2002
 Council Delegate Signature
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PLAN OF SUBDIVISION

Plan Number:
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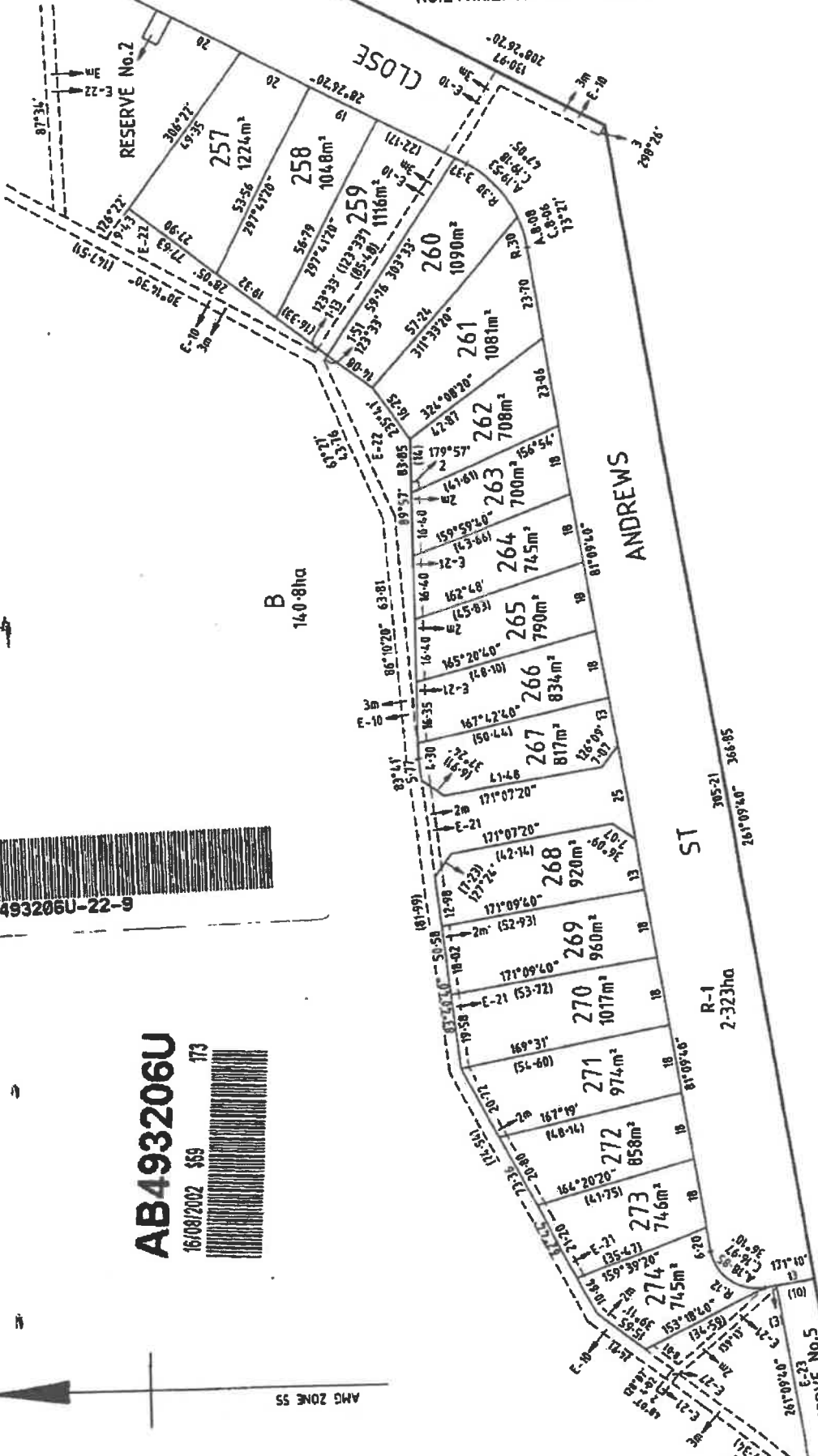
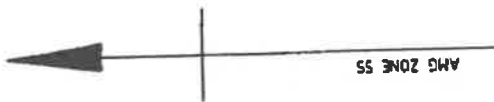
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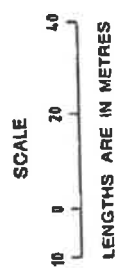
SEE SHEET 8 FOR CONTINUATION

SEE SHEET 4
FOR CONTINUATION

Sheet 9 OF 9

Paul Thomas Tomkinson
Date 15/7/2002
Council Delegate Signature
Original sheet size A3

LICENSED SURVEYOR: PAUL THOMAS TOMKINSON
Signature: *Paul Thomas Tomkinson*
Date 8/07/02
REF. 5566D33 VERSION 9



ORIGINAL SCALE SHEET SIZE
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TOMKINSON
Professional Surveyors & Engineers
210 ST ALBA ROAD
ST ALBA VIC 3085
TELEPHONE (03) 9488 6188
FACSIMILE (03) 9488 1177
EMAIL: tomkinson@tomkinson.com.au
WWW: www.tomkinson.com.au

ANNEXURE B
Guidelines

Attached.

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Herbert Gear & Rundle
mel ayi 1148950 244830


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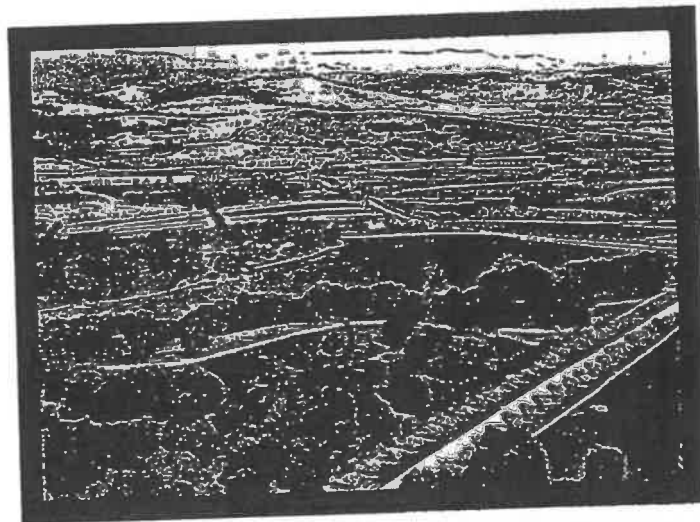
HIDDEN VALLEY

DESIGN GUIDELINES

Golf Links Lots

HIDDEN VALLEY
VICTORIA, AUSTRALIA

TO PROTECT AND ENHANCE THE INTEGRITY OF HIDDEN VALLEY



April 2001

AB493206U
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HIDDEN VALLEY DESIGN GUIDELINES

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"The photographs contained in these Guidelines are by way of illustration only. Nothing in these photographs are to be taken as a representation of the appearance or otherwise of Hidden Valley or any future development at Hidden Valley."

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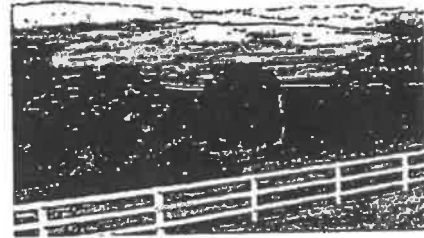


1. ABOUT HIDDEN VALLEY

Through over 25 years of international design experience landscape architect and urban designer, Steve Calhoun, from Tract Consultants unequivocally rates Hidden Valley as the best landscape site he has ever worked with.

innovative

Forming part of the Great Dividing Range, Hidden Valley has been designed to work within the natural topography of the land. Hill top villages, reminiscent of the Italian Tuscan lifestyle are located in small clusters on the peaks of hills, promoting vistas of the rural valleys below. These villages are surrounded by larger rural homestead properties which are carefully sited to protect views of the rural hinterland.



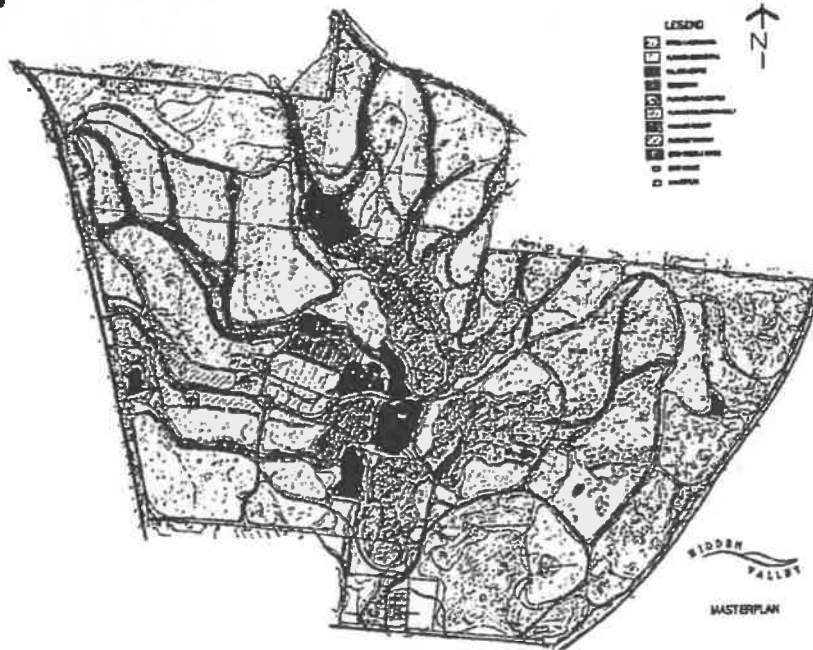
"Hidden Valley is the best landscape I have worked with."

Steve Calhoun
Director, Tract Consultants

The 2,400 acre (1000 hectare) Hidden Valley development has evolved from a comprehensive planning process undertaken since the early 1990s. In 1994 the Minister for Planning, the Hon. Robert Maclellan, saw fit to grant a unique recreational and residential rezoning for the land reflecting the opportunities presented by this magnificent property.



masterplan



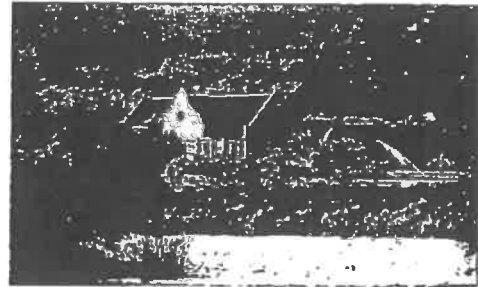
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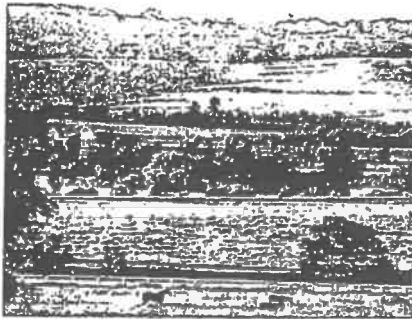
At the heart of the project is the original equestrian stud designed and built for Robert and Janet Holmes a Court. Once known as "Heytesbury", the Holmes a Court family vision for the land was to transform this premier horse stud and equestrian centre into an integrated recreation and residential living environment. The new owner's aim is to fulfil this vision.



Aptly named "Hidden Valley", the land is located amongst the hills and ridges of the Great Dividing Range.

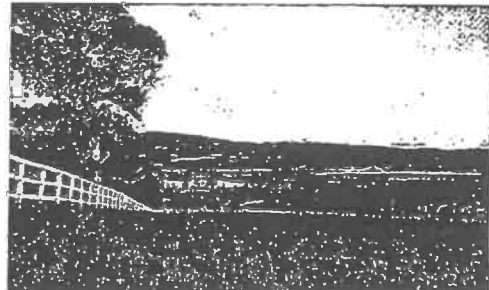
features

Key design features include:



retention and enhancement of the main entry boulevard and lakeside equestrian and recreation complex

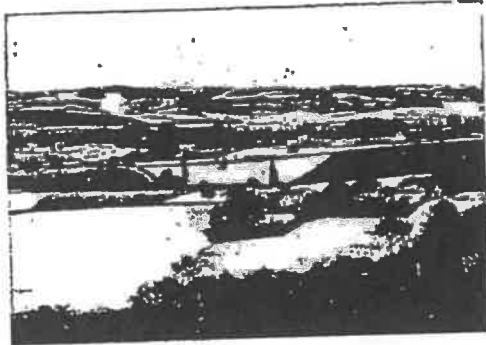
extensive open space spines and lakes areas with provision for golf and equestrian trails



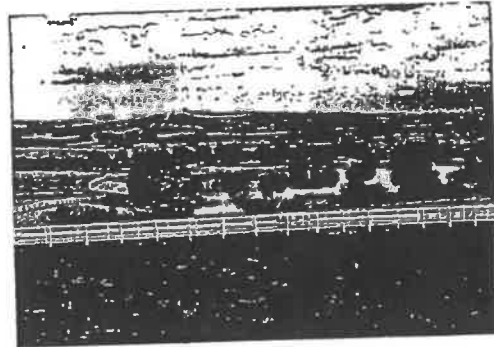
protection and incorporation of vegetation areas and view corridors

Lakeside villa allotments with spectacular mountain-to-valley views

features



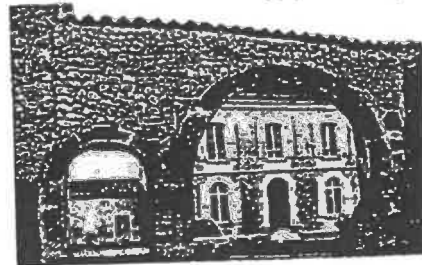
large homestead style properties with defined building envelopes



roads carefully sited on major ridge lines to blend into the landscape

lifestyle

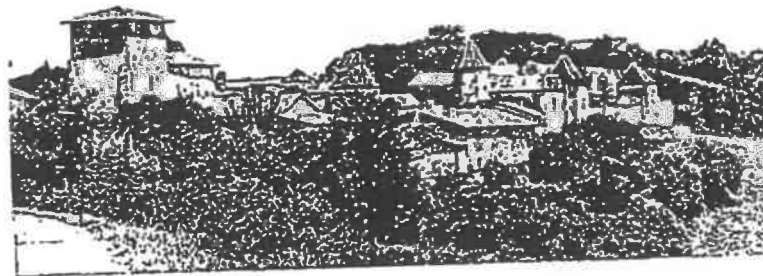
One of the most unique features of Hidden Valley is the incorporation of Tuscan style Hillside Villages and Lakeside Villas, providing for a low maintenance lifestyle.



quality

Hidden Valley Australia is committed to providing a unique integrated recreation and residential environment.

To ensure that this high quality landscape is protected and enhanced together with the uniqueness of the development, we have introduced these Design Guidelines. International experience indicates that adherence to strong siting, design and maintenance guidelines can generate very successful outcomes and enhanced values.



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2. HOW THE GUIDELINES WORK

2.1 Introduction

These guidelines set out the procedure to follow when you:

- design and build your new home;
- carry out any improvements to your home; and
- build or change any other structures on your land, eg. outbuildings, fences, vegetation removal, landscape plantings or works.

2.2 Your responsibilities as a new owner

Under your sale of land contract you are required to comply with these guidelines and a number of covenants concerning use and certain works. These covenants are or will be registered on the title to the lot you have purchased. They include:

- in order to develop Hidden Valley as a quality residential community, all purchasers are required to complete building their homes within 15 months of starting work. If you do not satisfy this requirement the vendor has the right to buy back your land;
- only one home will be permitted to be built on each lot;
- all buildings must be on the one title;
- you cannot live on the land before construction of the home has been completed; and,
- a S.173 Agreement which requires payment to the Shire of Mitchell of a \$450 Community Development Levy as part of obtaining a Certificate of Occupancy.

2.3 The guidelines and statutory approvals

All care has been taken to ensure that these covenants and the guidelines comply with current building legislation. However, it is your responsibility to ensure that you comply with all statutory requirements as they relate to the design and construction of your home and any other buildings on the lot.

Should there be any inconsistency between the covenants and guidelines, and the statutory requirements, the latter will prevail.

2.4 Hidden Valley Australia



The vendor is Hidden Valley Australia Pty Ltd. The Hidden Valley Design Review Panel will act as your contact point and co-ordinate all approvals required under these guidelines.

This panel will consist of an organisation or individuals appointed from time to time by Hidden Valley Australia.

2.5 Golf Links Lots

Lots are designated as Golf Links Lots.

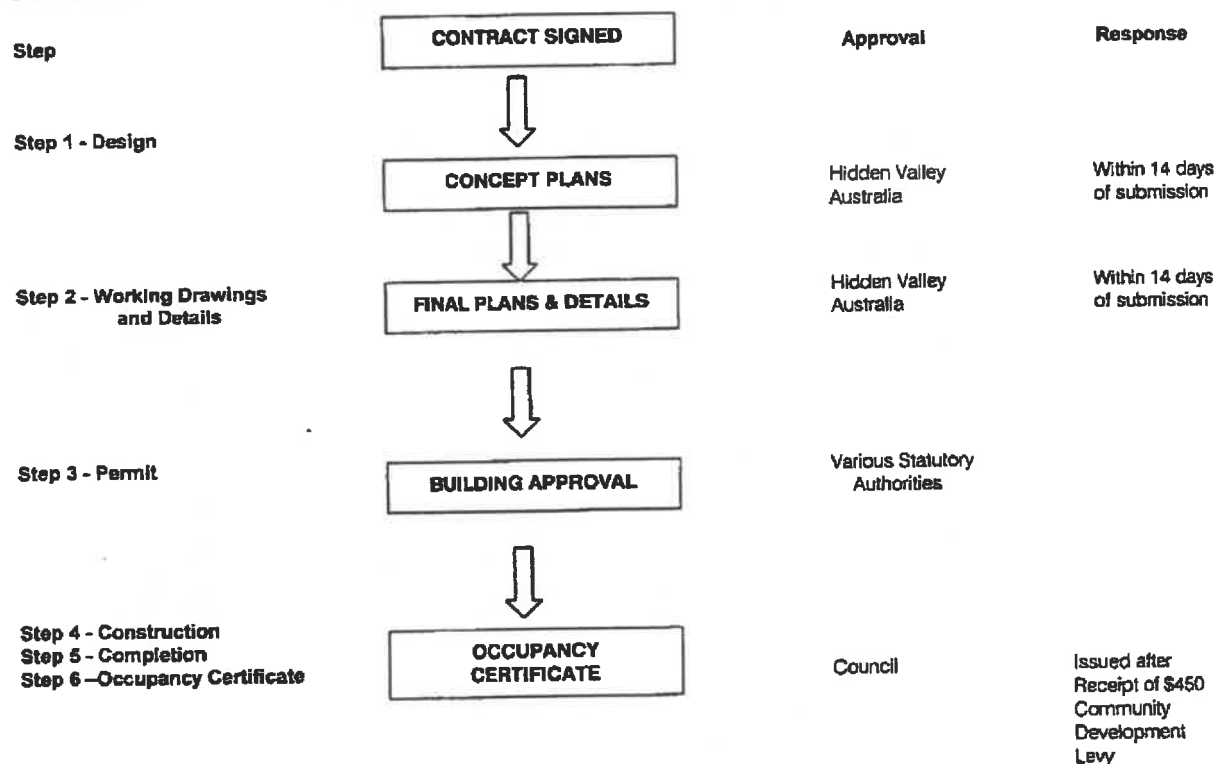


2.6 Approval Process

All building and development plans must be approved by Hidden Valley Australia prior to any works being commenced. The approval steps to be followed are set out in figure 1 below.

Hidden Valley Australia has absolute discretion in deciding whether or not to approve the plans provided to it for consideration.

Figure 1: Hidden Valley Approval Process



The approval process for each step is set out in the following paragraphs:

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16/08/2002 \$59 173

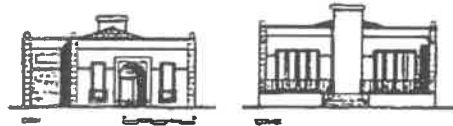
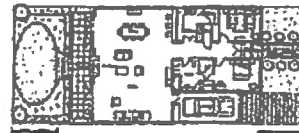


2.7 Approval Steps

2.7.1 Step 1 - Design

After consulting your architect or building designer, commence the design approval process by providing to the Hidden Valley Design Review Panel two (2) copies of building plans at a scale of 1:100, including as follows:

- a dimensioned site layout plan showing contours and existing vegetation
- a dimensioned plan showing:
 - all building floor levels and elevations
 - entries and window and door locations
 - internal layout plan of each floor
 - private open space areas
 - carpark or garage
 - any vegetation proposed to be removed
 - any cut and fill proposed
- a description of proposed external building materials, finishes and colours
- a landscaping plan showing existing and proposed vegetation (planting schedule) and landscape works, including fences
- the name and postal address of the submitter (phone and fax numbers can also be supplied if desired)



The Hidden Valley Design Review Panel will respond to your application within fourteen (14) days.



2.7.2 Step 2 - Working Drawings and Details

After receiving approval of your concept plans, provide to the Hidden Valley Design Review Panel two (2) copies of complete working drawings, details and specifications.

The Hidden Valley Design Review Panel will respond to the working drawings, details and specifications within fourteen (14) days.



2.7.3 Step 3 - Permit



Once final construction plans are approved by Hidden Valley Australia, you may proceed with obtaining Council and any other statutory approval required for your plans. A Building Surveyor is required to certify all plans as being in accordance with the Building Code of Australia.

Hidden Valley Australia's consideration is in addition to, and not in lieu of, any State or Local Government planning or building approval requirements.

However, no permit applications can be considered by the statutory authorities or by a Building Surveyor without the approval of Hidden Valley Australia.

2.7.4 Steps 4 and 5 – Construction and Completion

Once you have all the necessary permits and approvals, construction in accordance with approved plans may commence.

2.7.5 Step 6 – Occupancy Certificate

In order to obtain this certificate from Council, the \$450 Community Development Levy must be paid to Council. Once the certificate is obtained, you can move in.



3. THE HOUSING DESIGN GUIDELINES

Whenever Hidden Valley Australia's approval is required, that approval must be obtained prior to the particular works being carried out.

3.1 Building Envelopes

3.1.1 Only one dwelling is permitted on each lot. Dual occupancy development and further subdivision is not permitted.

3.1.2 All buildings and structures on each lot shall be contained within the designated building envelope for that lot as set out in the Building Envelope Manual.

3.1.3 Each owner of a lot has been given a copy of a designated building envelope plan pertaining to that lot and further copies of the plan are available from the Hidden Valley Design Review Panel upon request. A copy of the Building Envelope Manual is held by the Hidden Valley Design Review Panel.

3.2 External Finishes

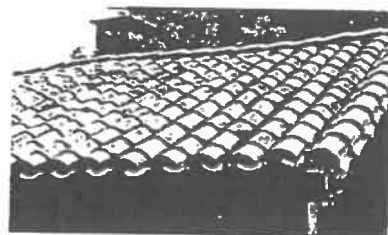
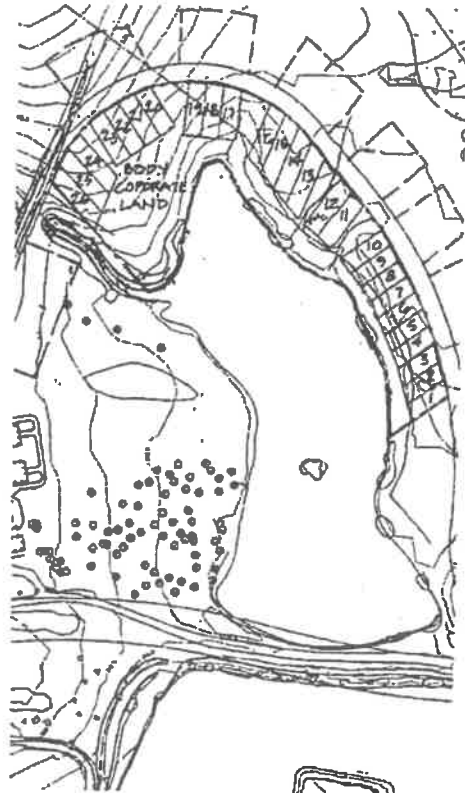
3.2.1 All external walls and chimneys of all buildings (including exterior side of party walls exposed at time of construction) shall be finished in a finishing material and colour approved by Hidden Valley Australia.

3.2.2 All roofs shall have a minimum pitch of 15° and a maximum pitch of 30°. All roofs shall fall towards the outer side of the building.

3.2.3 All roofs shall be a terracotta or concrete Roman (or "cove") tile roof in a colour approved by Hidden Valley Australia.

3.2.4 All skylights shall be of a design approved by Hidden Valley Australia. This includes roof lights, dormer windows, and any penetration of the roof.

3.2.5 None of the following shall be visible from anywhere outside of the building:



- satellite dishes (unless approved by Hidden Valley Australia)
- TV or radio antennas (unless approved by Hidden Valley Australia).
- air conditioning or heating plant or apparatus (unless on balconies or as approved by Hidden Valley Australia)
- hot water service

3.2.6 Electricity supply to be underground within the lot.

3.3 Garages

3.3.1 All garages shall be constructed as an integral part of the building and be in the same materials and finishes as the rest of the building.

3.3.2 Garage doors must be of a design and colour approved by Hidden Valley Australia.

3.3.3 Hot water services, heating plant, air-conditioning plant and the like may be permitted within the garage.

3.4 Plumbing

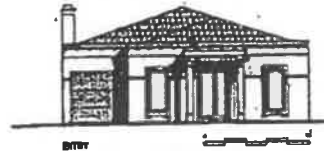
3.4.1 All plumbing (other than roof plumbing) shall be run internally and not be visible from anywhere outside the building.

3.4.2 Roof plumbing may be external. Gutters and downpipes must be to a design and colour approved by Hidden Valley Australia.

3.5 Windows

3.5.1 All windows must be to a design approved by Hidden Valley Australia. Glass shall not have a greater reflectivity factor than 15% or be coloured or tinted.

3.5.2 If large expanses of glass are proposed they shall be divided up into smaller panels such as French doors.



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3.6 External Features

3.6.1 Fences shall be designed and constructed to the approval of Hidden Valley Australia (Refer to Design Guidelines Practice Note – Fences).

3.6.2 Pergolas, verandahs, and patios shall be to a design approved by Hidden Valley Australia. Pergolas will be of timber, constructed and finished in a method approved by Hidden Valley Australia and may include masonry or timber columns.

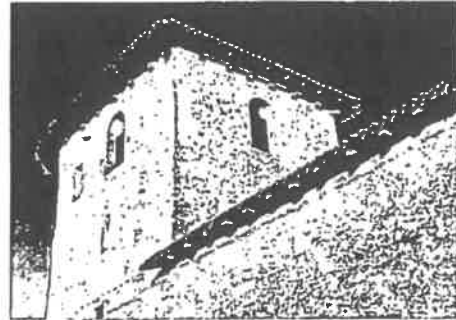
3.6.3 Solid roofs to verandahs will be terracotta or concrete Roman (or "cove") tiles in a colour approved by Hidden Valley Australia. No corrugated and/or metal products will be allowed.

3.6.4 External lighting will be of a design approved by Hidden Valley Australia.

3.6.5 External features of any kind will be subject to prior approval by Hidden Valley Australia (such as lights, signage, figurines or statues, etc.). Advertising and/or sales signs of any type are strictly prohibited but there will be a central Notice Board on the estate listing properties for sale.

3.6.6 Any plant or equipment shall be subject to the relevant noise (dBa) rating or any other authorities' requirements.

3.6.7 Washing lines, plant and equipment and storage will only be permitted in a screened service yard subject to approval by Hidden Valley Australia. The service area contained within the screen shall not be visible from outside the lot.



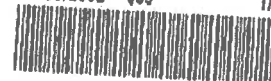
3.7 Paving and Landscaping

3.7.1 Paving shall be of a type approved by Hidden Valley Australia and cover no more than 60% of the outdoor area of the lot.



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3.7.2 Driveways must be constructed at the time of construction of the dwelling. All driveways should be paved in accordance with the design guidelines at the time of construction.

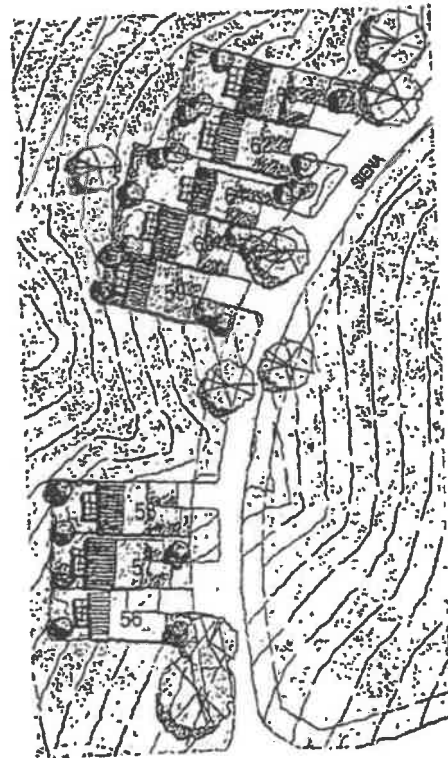
3.7.3 Landscaping must be approved by Hidden Valley Australia. It must generally be in accordance with the landscaping designs in Section 4.

3.8 Authorities

3.8.1 Where these guidelines conflict with the Building Code of Australia (BCA) or other relevant authority requirements, the BCA or relevant authority requirements will take precedence.

3.8.2 Hidden Valley Australia may make variations to these guidelines.

3.8.3 Hidden Valley Australia may exempt a lot from the operation of particular guidelines having regard to particular site constraints affecting the use or development of the lot, and where the overall intent of the guidelines is not unduly affected. Without limiting the circumstances in which an exemption may be granted, these exemptions may be applied to allow minor variations from the guidelines which do not cause a material impact on adjoining or nearby lots, or may be applied where necessary or desirable to reduce a potential fire hazard, to allow for the protection of flora or fauna, or to comply with the recommendations or requirements of regulatory authorities. An exemption may only be granted by Hidden Valley Australia, in its discretion, through a special condition in a contract of sale for the lot or by written notice to the owner of a lot. An exemption does not constitute a modification of the guidelines generally for the purposes of any planning agreement registered over the title to a lot.



4. LANDSCAPE GUIDELINES

4.1 Key Landscape Principles

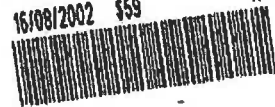
- to protect and perpetuate the natural beauty and rural feel of the Valley;
- to ensure a harmonious integration of the introduced landscape with the existing natural character of the lot;



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- to promote the sensitive placement of plant material within the building sites and protecting view-lines throughout Hidden Valley.

4.2 Landscape Treatment

4.2.1.1 The landscape guidelines primarily restrict the quantity and placement of large trees, and require adherence to selecting plants in accordance with the Schedule of Suitable Tree Species (refer Appendix 1).

4.2.2 In order to perpetuate the natural theme of the project, the retention of existing trees within the building sites is encouraged. Any removal of existing vegetation will require the permission of Hidden Valley Australia.

4.2.3 Tree planting in road reserve spaces is to be limited to the establishment of plantings by Hidden Valley (in consultation with the Shire of Mitchell) and their replacement with the same species where necessary.

4.2.4 The use of 'hedgerow' or dense screen plantings is discouraged, but may be approved on an individual building site basis if no view-line conflicts would result.

4.3 Golf Links Lots

4.3.1 The design philosophy for the Golf Links Lots is to emulate the typical Mediterranean village, with an open landscape that will preserve the panoramic views.

4.3.2 Tree planting within the lots will be minimal, and restricted to those types of trees specified in the Mediterranean/Exotic species selection (Refer Appendix 1). Figure 2 illustrates this concept.

4.3.3 Placement of any trees must be sensitive to the views of neighbouring properties and will be reviewed on a lot by lot basis by the Hidden Valley Design Review Panel.

4.3.4 All landscaping is subject to the review and approval of the Hidden Valley Design Review Panel prior to implementation.

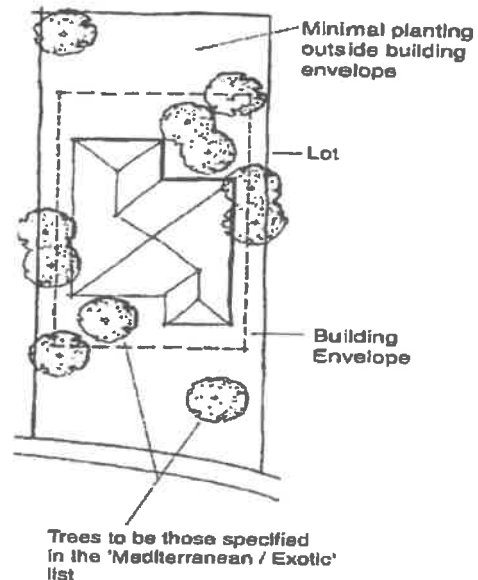


Figure 2



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APPENDIX 1 - Schedule of Suitable Tree Species

Mediterranean / Exotic species

- | | |
|-------------------------------------|------------------|
| Alnus cordata | Italian Alder |
| Arbutus x andrachnoides | Strawberry Guava |
| Cupressus sempervirens | Italian Cypress |
| Genista aetnensis | Etna Broom |
| Gleditsia triacanthos 'Shademaster' | Honey Locust |
| Olea europa var. communis | Olive |
| Populus yunnanensis | Yunnan Poplar |
| Pyrus ussuriensis | Manchurian Pear |
| Pyrus calleryana 'Bradford' | Bradford Pear |



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LAND INFORMATION CERTIFICATE

Section 121 of the Local Government Act 2020

This Certificate provides information regarding valuations, rates, charges, fire services property charges other monies owing and any orders or notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958, Fire Services Property Levy Act 2012 or under local laws of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or relevant authority. A fee may be charged for such information.

Applicant:	Landata	Issue Date:	09/10/2024
	DX 250639	Certificate No:	LIC24\2361
	MELBOURNE		
Your Reference:	74508935-019-5	Property Number:	112931

Property Location 48 St Andrews Close
WALLAN VIC 3756
Title Description: Lot 261 PS 436814 Vol 10670 Fol 117 **Land Area (ha):** 0.1081

Site Value: \$463000 **Capital Improved Value** \$883000 **Net Annual Value:** \$44150
Level Date: 01/01/2024 **Effective Date:** 01/07/2024

Valuation Basis: Capital Improved Value

RATES, CHARGES AND OTHER MONIES
for the year ending 30th June 2025

Details of Rates, Charges, Outstanding Notices and Works:

Current Year's Rates	
General Rate - General	\$2061.30
Garbage	\$544.00
Municipal Charge	\$199.35
Pension Rebate	(\$259.50)
Payments	(\$675.95)
Fire Services Property levy - Fixed	\$132.00
Fire Services Property levy - Variable	\$76.80
Fire Services Property levy - Concession	(\$50.00)
Balance Outstanding	\$2,028.00

Mitchell Shire Council

LAND INFORMATION CERTIFICATE (Cont.)

Property Location: 48 St Andrews Close
WALLAN VIC 3756
Property Number: 112931

Certificate No: LIC24\2361

ADDITIONAL INFORMATION:

IMPORTANT NOTES:

1. This certificate may be updated verbally for up to three (3) months from the date of. It should be noted that Council will only be held responsible for information given in writing. You are encouraged to obtain an update of this certificate as close to settlement as possible.
2. Rates and Charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the *Penalty Interest Rate Act 1983* until such time as payment of outstanding rates and charges is received.
3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the *Planning and Environment Act 1987* to ascertain the planning controls that may apply to the land.
4. Payments are subject to clearance by the bank.
5. In accordance with Section 122 of the Local Government Act 2020, a notice of acquisition must be provided to Council within one month of the acquisition of land. Failure to provide this notice may make the person acquiring the land guilty of an offence.

For further information, please contact Council's Revenue Office on (03) 5734 6200 or at mitchell@mitchellshire.vic.gov.au

Receipt for the sum of \$29.70 being the appropriate fee for this certificate is acknowledged.

I hereby certify that as at the date of issue of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 2020.



.....
Authorised Officer – Mitchell Shire Council



Bill Code: 93807
Ref: 1129311



YARRA VALLEY WATER
ABN 93 056 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

9th October 2024

MJJRAV Pty Ltd C/- InfoTrack (SILQ) C/- LANDATA
LANDATA

Dear MJJRAV Pty Ltd C/- InfoTrack (SILQ) C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	48 ST ANDREWS CLOSE WALLAN 3756
Applicant	MJJRAV Pty Ltd C/- InfoTrack (SILQ) C/- LANDATA LANDATA
Information Statement	30890224
Conveyancing Account Number	7959580000
Your Reference	4361

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (09)9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	48 ST ANDREWS CLOSE WALLAN 3756
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



YARRA VALLEY WATER
ABN 93 056 932 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	48 ST ANDREWS CLOSE WALLAN 3756
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

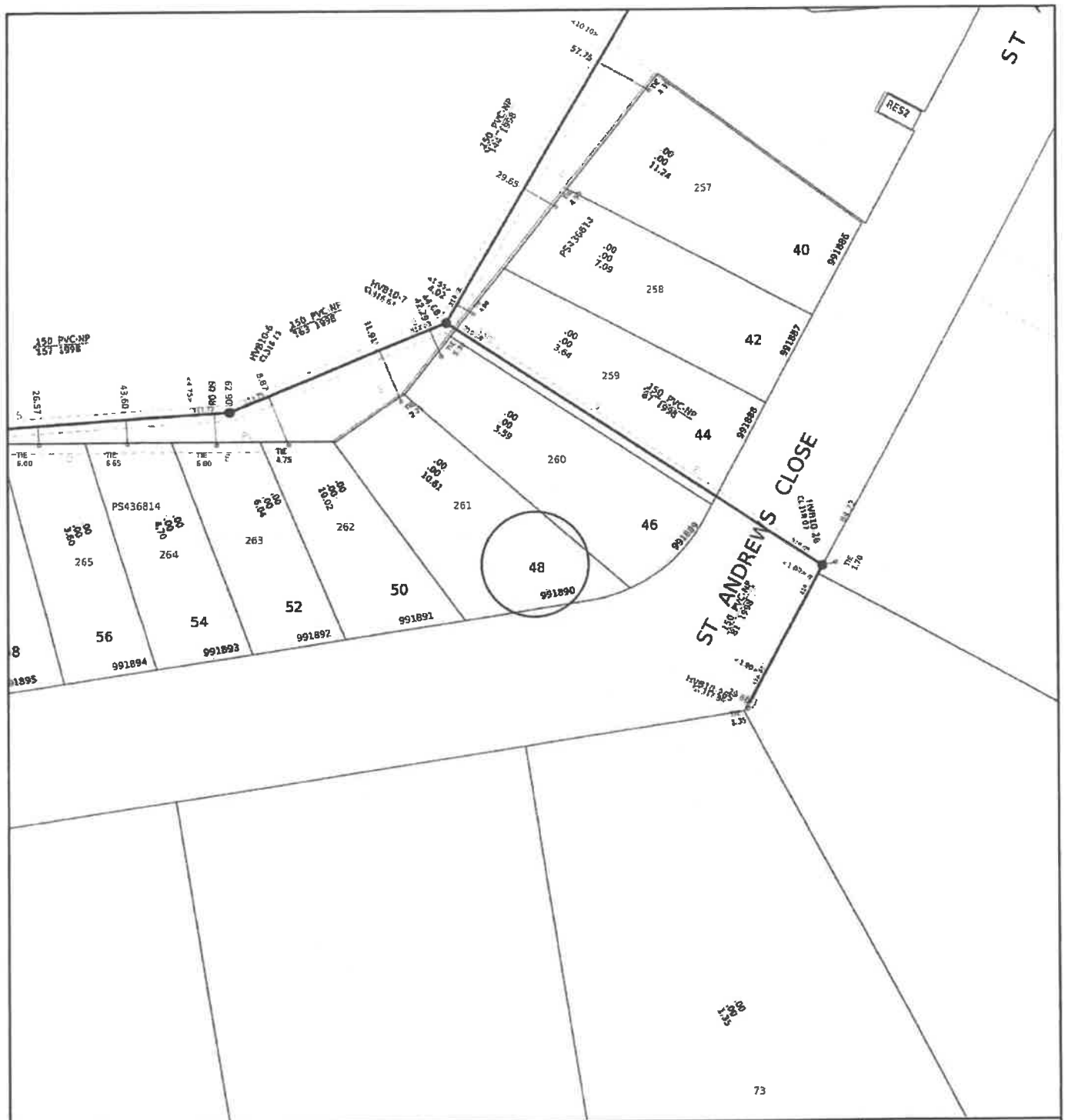
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)




















The subject property may be affected by drainage and/or flooding issues. For further information please contact Melbourne Water's Land Development Team on telephone 9679 7517.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water Information Statement Number: 30890224	Address 48 ST ANDREWS CLOSE WALLAN 3756		 Yarra Valley Water	
	Date 09/10/2024			Scale 1:1000
	ABN 93 066 902 501			
Existing Title 	Access Point Number 	GLV2-42 	MW Drainage Channel Centreline 	
Proposed Title 	Sewer Manhole 	MW Drainage Underground Centreline 	MW Drainage Manhole 	
Easement 	Sewer Pipe Flow 	MW Drainage Natural Waterway 	Sewer Branch 	
Existing Sewer 	Sewer Offset 	<1.00> 		
Abandoned Sewer 	Sewer Branch 			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;



YARRA VALLEY WATER
ABN 93 065 902 501

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Mitcham Victoria 3132

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DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

MJJRAV Pty Ltd C/- InfoTrack (SILQ) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8994881940
Rate Certificate No: 30890224

Date of Issue: 09/10/2024
Your Ref: 4361

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
48 ST ANDREWS CI, WALLAN VIC 3756	261\PS436814	1645753	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	\$20.86	\$20.86
Residential Water and Sewer Usage Charge Step 1 – 38.280000kL x \$3.34380000 = \$13.24 Step 1 – 0.000000kL x \$3.43420000 = \$117.86 Step 2 – 6.720000kL x \$4.38730000 = \$3.05 Step 2 – 0.000000kL x \$4.50590000 = \$27.15 Estimated Average Daily Usage \$1.85	21-06-2024 to 16-09-2024	\$161.30	\$0.00
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	\$119.50	\$119.50
Drainage Fee	01-10-2024 to 31-12-2024	\$16.89	\$16.89
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$227.05
	Total for This Property		\$384.30

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
ABN 93 966 502 501

Lucknow Street
Mitoham Victoria 3132

Private Bag 1
Mitoham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 1645753

Address: 48 ST ANDREWS CI, WALLAN VIC 3756

Water Information Statement Number: 30890224

HOW TO PAY



Biller Code: 314567
Ref: 89948819401

Amount
Paid

Date
Paid

Receipt
Number

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 09 October 2024 11:11 AM

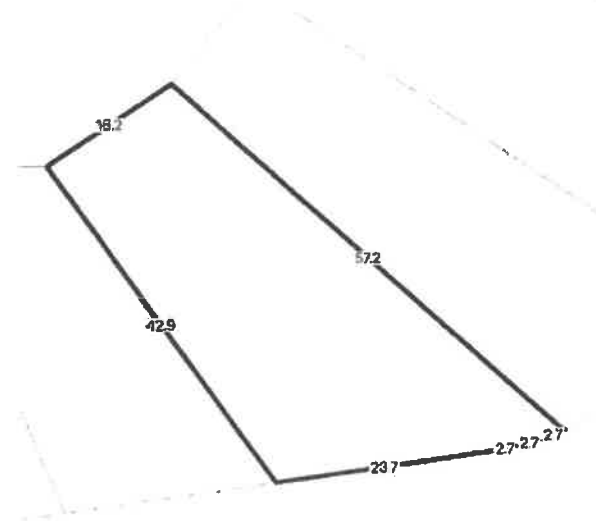
PROPERTY DETAILS

Address: **48 ST ANDREWS CLOSE WALLAN 3756**
Lot and Plan Number: **Lot 261 P5436814**
Standard Parcel Identifier (SPI): **261\PS436814**
Local Government Area (Council): **MITCHELL**
Council Property Number: **112931**
Directory Reference: **Melway 648 G3**

www.mitchellshire.vic.gov.au

SITE DIMENSIONS

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



Area: 1080 sq. m

Perimeter: 148 m

For this property

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above.

For more accurate dimensions get copy of plan at [Title and Property Certificates](#).

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **KALKALLO**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can be found here - [Planning Property Report](#).

Planning Property Reports can be found via these two links

Vicplan <https://maps.nre.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

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Read the full disclaimer at <https://www.vic.gov.au/privacy-policy>

PROPERTY REPORT: 48 ST ANDREWS CLOSE WALLAN 3756

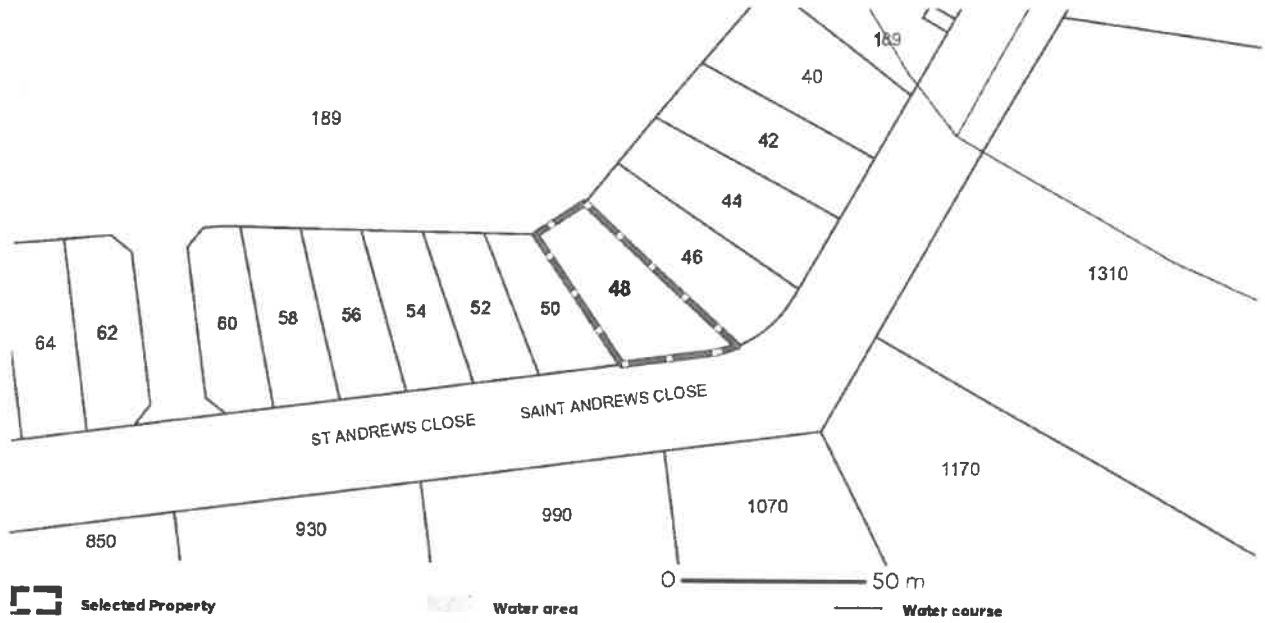
Page 1 of 1

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



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PROPERTY REPORT: 75 ST ANDREWS CLOSE REWAL_3_2024

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 09 October 2024 11:13 AM

PROPERTY DETAILS

Address: **48 ST ANDREWS CLOSE WALLAN 3756**
 Lot and Plan Number: **Lot 261 PS436814**
 Standard Parcel Identifier (SPI): **261\PS436814**
 Local Government Area (Council): **MITCHELL**
 Council Property Number: **112931**
 Planning Scheme: **Mitchell**
 Directory Reference: **Melway 648 G3**

www.mitchellshire.vic.gov.au

[Planning Scheme - Mitchell](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Yarra Valley Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **KALKALLO**

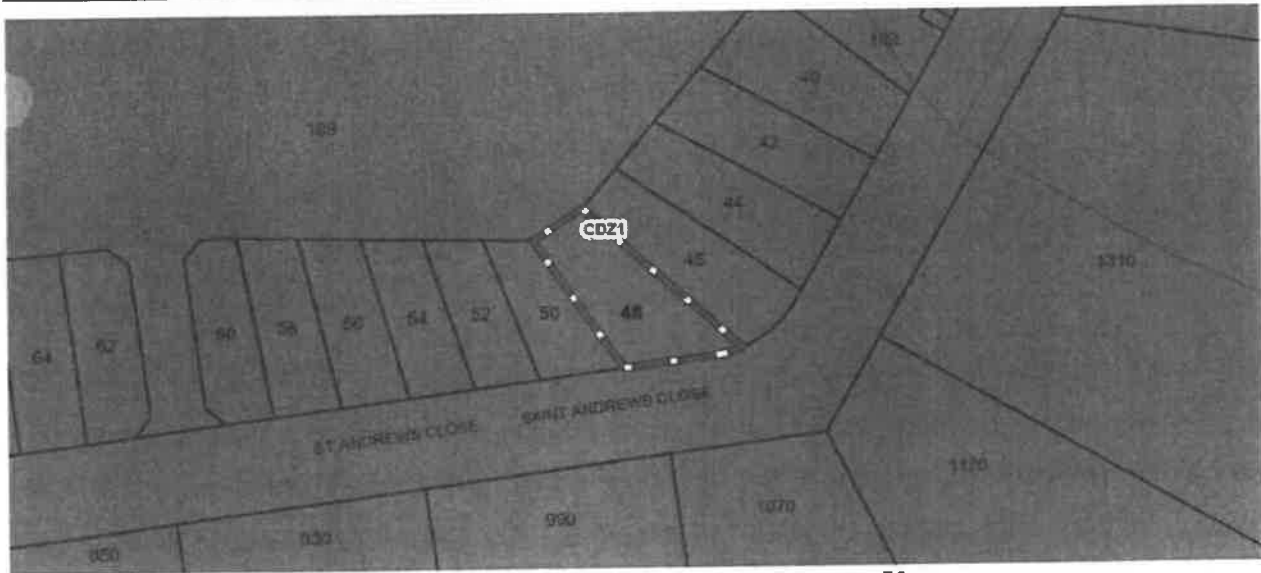
OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

COMPREHENSIVE DEVELOPMENT ZONE (CDZ)
COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 1 (CDZ1)



CDZ - Comprehensive Development Water area Water course

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

Planning Overlays

No planning overlay found

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Notes: This report is a summary of the information available in the Victorian Planning Scheme and does not constitute an offer or a guarantee of any kind. For more information, please visit [www.vic.gov.au](#).

Further Planning Information

Planning scheme data last updated on 7 October 2024.

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

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

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

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

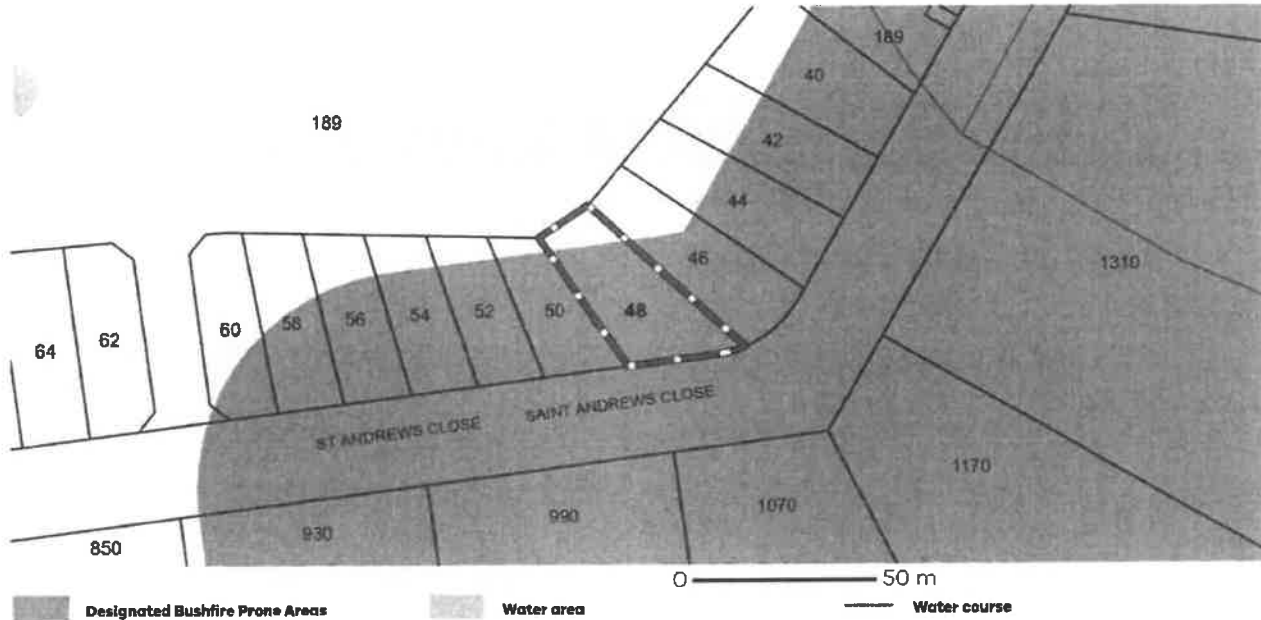
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 5217 of the local planning scheme. For more information see [Native Vegetation \(Clause 5217\)](#) with local variations in [Native Vegetation \(Clause 5217\) Schedule](#).

To help identify native vegetation on this property and the application of Clause 5217 please visit the Native Vegetation Information Management system <https://nvim.delwa.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

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NatureKit is a digital tool that helps you identify native vegetation on your property. It is a free tool that is available to all property owners in Victoria. For more information, visit <http://www.naturekit.vic.gov.au/>

MITCHELL PLANNING SCHEME

37.02
31/07/2018
VC148

COMPREHENSIVE DEVELOPMENT ZONE

Shown on the planning scheme map as **CDZ** with a number.

Purpose

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

To provide for a range of uses and the development of land in accordance with a comprehensive development plan incorporated in this scheme.

37.02-1
19/01/2006
VC37

Table of uses

Section 1 - Permit not required

Use	Condition
Any use in Section 1 of the schedule to this zone	Must comply with any condition in Section 1 of the schedule to this zone.

Section 2 - Permit required

Use	Condition
Any use in Section 2 of the schedule to this zone	Must comply with any condition in Section 2 of the schedule to this zone.

Any other use not in Section 1 or 3 of the schedule to this zone

Section 3 - Prohibited

Use
Any use in Section 3 of the schedule to this zone

37.02-2
31/07/2018
VC148

Use of land

Any requirement in the schedule to this zone must be met.

Application requirements

An application to use land must be accompanied by any information specified in the schedule to this zone.

Exemption from notice and review

The schedule to this zone may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- Any guidelines in the schedule to this zone.

MITCHELL PLANNING SCHEME

37.02-3
15/03/2024
VC256

Subdivision

Permit requirement

A permit is required to subdivide land.

An application to subdivide land for residential development, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

Any requirement in the schedule to this zone must be met.

A permit must not be granted which would allow a separate lot to be created for land containing a small second dwelling.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: <ul style="list-style-type: none"> ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change. 	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision. 	Clause 59.02
Subdivide land into 2 lots if: <ul style="list-style-type: none"> ▪ The construction of a building or the construction or carrying out of works on the land: 	Clause 59.02

MITCHELL PLANNING SCHEME

Class of application	Information requirements and decision guidelines
<ul style="list-style-type: none">- Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.- Has started lawfully.▪ The subdivision does not create a vacant lot.	

Application requirements

An application to subdivide land must be accompanied by any information specified in the schedule to this zone.

Exemption from notice and review

The schedule to this zone may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The objectives and standards of Clause 56.
- Any guidelines in the schedule to this zone.

37.02-4
20/12/2021
VC174

Buildings and works

Permit requirement

A permit is required to construct a building or construct or carry out works unless the schedule to this zone specifies otherwise.

Any requirement in the schedule to this zone must be met.

An apartment development must meet the requirements of Clause 58.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct a building or construct or carry out works with an estimated cost of up to \$500,000 and the land is not: <ul style="list-style-type: none">▪ Within 30 metres of land (not a road) which is in a residential zone.▪ Used for a purpose listed in the table to Clause 53.10.	Clause 59.04

Transitional provisions

Clause 58 does not apply to:

MITCHELL PLANNING SCHEME

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

Clause 58 of this scheme, as in force immediately before the approval date of Amendment VC174, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Application requirements

An application to construct a building or construct or carry out works must be accompanied by any information specified in the schedule to this zone.

An application to construct or extend an apartment development, or to construct or extend a dwelling in or forming part of an apartment development, must be accompanied by an urban context report and design response as required in Clause 58.01.

Exemption from notice and review

An application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if it is generally consistent with the comprehensive development plan.

The schedule to this zone may specify that other applications are also exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- For an apartment development, the objectives, standards and decision guidelines of Clause 58.
- Any guidelines in the schedule to this zone.

Signs

Sign requirements are at Clause 52.05. This zone is in Category 3 unless a schedule to this zone specifies a different category.

37.02-5
31/07/2018
VC148

MITCHELL PLANNING SCHEME

27/05/2019
C141mth

SCHEDULE 1 TO CLAUSE 37.02 COMPREHENSIVE DEVELOPMENT ZONE

Shown on the planning scheme map as **CDZ1**.

HIDDEN VALLEY COMPREHENSIVE DEVELOPMENT PLAN

Land

670 Northern Highway, Wallan.

Purpose

To provide for the integrated subdivision and development of the land in accordance with the Hidden Valley Comprehensive Development Plan, December 1999 (Revision 01, March 2002).

To provide for recreational rural and equestrian facilities and activities in conjunction with residential and resort development on a range of lot sizes.

1.0
01/12/2023
VC217

Table of uses

Section 1 - Permit not required

Use	Condition
Automated collection point	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.
Dwelling	Must be generally in accordance with the Hidden Valley Comprehensive Development Plan, December 1999 (Revision 01, March 2002) or any subsequent staged plan approved by the Responsible Authority.
Home based business Informal outdoor recreation Mineral exploration	
Mining	Must meet the requirements of Clause 52.08-2.
Rural industry	Must be in association with a vineyard and be generally in accordance with the Hidden Valley Comprehensive Development Plan, December 1999 (Revision 01, March 2002).
Search for stone	Must not be costeaning or bulk sampling
Any other use not in Section 3	Must be generally in accordance with the Hidden Valley Comprehensive Development Plan, December 1999 (Revision 01, March 2002) or any subsequent staged plan approved by the Responsible Authority.
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01

MITCHELL PLANNING SCHEME

Section 2 - Permit required

Use	Condition
-----	-----------

Mineral, stone, or soil extraction (other than Extractive industry, Mineral exploration and Mining) Any use in Section 1 if the condition is not met

Any other use not in Section 1 or 3

Section 3 - Prohibited

Use

Adult sex book shop

Animal boarding

Corrective institution

Industry (other than Automated collection point and Rural industry)

Intensive animal husbandry

Motor racing track

Saleyard

2.0
27/05/2019
C141mlth

Use of land

An application for the use of land is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act if it is generally consistent with the Hidden Valley Comprehensive Development Plan, December 1999 (Revision 01, March 2002).

3.0
27/05/2019
C141mlth

Subdivision

An application for subdivision must meet the following requirements:

- Each lot smaller than 2 hectares must be provided with a reticulated supply of water.
- Each lot must be capable of effectively disposing effluent on site if reticulated sewerage is not provided.
- Each lot must be provided with a reticulated supply of electricity located underground unless special and unusual circumstances exist.
- Each lot must have access to a road constructed to the satisfaction of the responsible authority in accordance with its engineering guidelines.
- Each lot smaller than 1 hectare must be connected to a reticulated sewerage disposal network.

The owner of the land to be subdivided may, and must if the responsible authority so requires, enter into an agreement under Section 173 of the Act to provide for:

- design guidelines in relation to the use and development of the land; and
- a community infrastructure levy in accordance with Part 3B of the Act.

An application for the subdivision of land is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act if it is generally consistent with the Hidden Valley Comprehensive Development Plan, December 1999 (Revision 01, March 2002).

4.0
27/05/2019
C141mlth

Buildings and works

No permit is required to construct a building or construct or carry out works for the following:

MITCHELL PLANNING SCHEME

- Dwelling
- Outbuilding if required to support the use of the land for agricultural purposes provided that it is less than 120m² in floor area (and where the total floor area of all outbuildings does not exceed 200m²).

Application requirements

The following application requirements apply to an application for a permit under Clause 37.02, in addition to those specified in Clause 37.02 and elsewhere in the scheme and must accompany an application, as appropriate, to the satisfaction of the responsible authority:

- A plan drawn to scale which shows:
 - The boundaries and dimensions of the site.
 - Adjoining roads.
 - The location, height and purpose of buildings and works on adjoining land.
 - Relevant ground levels.
 - The layout of existing and proposed uses.
 - All driveway, car parking and loading areas.
 - Proposed landscape areas.
 - All external storage and waste treatment areas.
 - Areas not required for immediate use.
- Scaled elevation drawings to identify the colour and materials of all buildings and works.
- Construction details of all drainage works, driveways, vehicle parking and loading areas.
- A landscape layout which includes the description of vegetation to be planted, its source, the surfaces to be constructed, site works specification and method of preparing, draining, watering, maintaining and monitoring the landscape area.

Decision guidelines

The following decision guidelines apply to an application for a permit under Clause 37.02, in addition to those specified in Clause 37.02 and elsewhere in the scheme which must be considered, as appropriate, by the responsible authority:

- the contents and intent of the Hidden Valley Comprehensive Development Plan, December 1999 (Revision 01, March 2002).
- any design guidelines which may apply to the land;
- the purpose statements of this schedule.

An application for buildings and works is exempt from the notice requirements of Section 52(1) (a), (b) and (d), the decision requirements of Section 64(1), (2), and (3), and the appeal rights of Section 82(1) of the Act if it is generally consistent with the Hidden Valley Comprehensive Development Plan, December 1999 (Revision 01, March 2002).

Signs

Sign requirements are at Clause 52.05. All land located within the Hillside, Lakeside, Homestead and Estate Lots Precinct and the Eastern Precinct is in Category 3. All other land is in Category 1.

**Hidden Valley
Comprehensive Development Plan**

Prepared by

**Tract Consultants Pty Ltd
P.O. Box 181
Richmond VIC 3121
ph. 9429 6133
fx. 9429 5925**

**December 1999
(Revision 01, March 2002)**

About this Comprehensive Development Plan

This Comprehensive Development Plan (CDP) is an incorporated document of the Mitchell Planning Scheme.

The Mitchell Shire Council is the responsible authority for the Mitchell Planning Scheme. Under Clause 37.02, Schedule 1 of the Scheme, Council must take this Comprehensive Development Plan into account when assessing planning applications for the use, development and subdivision of land at Hidden Valley.

Any application for use, development or subdivision within the Comprehensive Development Plan area must have regard to this Comprehensive Development Plan.

Introduction

Hidden Valley comprises approximately 1,000 hectares. It has been comprehensively planned for residential, rural and recreational development.

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Of the 950 residential lots which comprise the development, it is intended that there be a range of lot types including "Hillside" and "Lakeside" lots which are small lots clustered around common property, "Golf Links Lots" which have golf course frontage, "Homestead Lots" which range up to 2ha and "Estate Lots" which are larger than 2ha.

Recreational and resort activities are planned on key sites such as those adjacent to the lake areas and proposed golf courses. These elements will create a complementary resort focus to the overall development.

This Comprehensive Development Plan (CDP) includes a concept plan for the development of the area and a description of the elements which will achieve the concept.

Components of the Comprehensive Development Plan

Each of the key elements of the plan, are explained in more detail below and are illustrated in the concept plan at **Figure 1**. Decisions about use and development including subdivision within the area should have regard to the following statements.

(**N.B.** Statements in this plan as to whether a permit is required relate to the zone provisions. Other planning controls, eg. overlays, may apply.)

Subdivision

General:

- Subdivision plans should generally accord with **Figure 1**.
- Roads and lots should be placed with regard to the natural contours of the land.
- Building envelopes for residential lots should be defined on each subdivision plan approved.

Hillside, Lakeside, Homestead and Estate Lots Precinct:

- A range of lot sizes is appropriate in this precinct from the "Hillside", "Lakeside" and "Homestead" lots which are 400m² - 2ha, to "Estate" lots which are larger than 2ha.

Golf Course Precinct:

- Subdivision can include a more intensive, resort-based mix of housing.

Eastern Precinct:

- Lots in this precinct should be larger than 1ha.

Use and Development

General:

- Dwellings must be located within the building envelope designated on staged subdivision plans.
- The design and siting of all dwellings will be guided by the Hidden Valley Design Guidelines, prepared by Hidden Valley Australia Pty Ltd.

Hillside, Lakeside, Homestead and Estate Lots Precinct:

- On all lots in this precinct, use of land for a Dwelling does not require a permit.
- On lots in this precinct larger than 1ha, the following uses do not require a permit:
 - Agriculture (except Animal boarding, Dog breeding, Racing dog keeping, Intensive animal husbandry, Rice growing and Timber production).

MITCHELL PLANNING SCHEME

Eastern Precinct:

- On the lots in this precinct, the following uses do not require a permit:
 - Agriculture (except Animal boarding, Dog breeding, Racing dog keeping, Intensive animal husbandry, Rice growing and Timber production); and,
 - Dwelling.
- Building envelopes for dwellings must be at least 100 metres from the Hume Freeway.

Golf Course Precinct Lots:

- In this precinct the following uses do not require a permit:
 - Accommodation (except Boarding house, Camping & caravan park, Corrective institution, Dependent person's unit, Hostel, Nurses home and Nursing home).

Golf Course and Associated Country Club Precinct:

- In this precinct the following uses do not require a permit:
 - Accommodation (except Boarding house, Camping & caravan park, Corrective institution, Dependent person's unit, Hostel, Nurses home and Nursing home);
 - Food and drink premises; and,
 - Leisure and recreation (except Motor racing track, Paintball games facility and Race course).
- A permit may be issued for the overall staged development of the golf course, enabling progressive works to be undertaken without additional planning permits, provided they accord with an approved master plan detailed in the planning permit.
- Conditions placed on planning permits may include conditions regarding maximum floor areas of individual components of the development.

Hillside, Lakeside, Homestead & Estate Lots and/or Golf Course and Golf Course Precinct Lots Precinct:

This precinct will be used for residential purposes and may include golf course uses.

A range of residential development is appropriate from "Golf Course Precinct Lots" adjoining a golf course (if a golf course is provided in the precinct) to "Hillside, Lakeside, Homestead and Estate Lots" (which can be located either adjoining the golf course or elsewhere in the precinct).

Use and development must accord with the provisions provided above for the "Hillside, Lakeside, Homestead and Estate Lots Precinct" or, on land adjoining the golf course, Hidden Valley Australia Pty Ltd may utilise the provisions for the "Golf Course Precinct Lots" precinct. The provisions of the "Golf Course Precinct Lots" precinct may not be used on land which does not adjoin an existing or proposed golf course.

In areas to be used or developed for a golf course in this precinct, the following use does not require a permit:

- Golf course

Equestrian Centre Precinct:

- The following uses do not require a permit in this precinct:
 - Animal husbandry (except Animal boarding, Dog breeding, Racing dog keeping and Intensive animal husbandry);
 - Leisure and recreation (except Motor racing track, Paintball games facility and Race course); and,

MITCHELL PLANNING SCHEME

- Place of assembly (except Amusement parlour, Drive in theatre, Nightclub, Place of worship)

Village Resort Precinct:

- Uses which do not require a permit in this precinct include:
 - Accommodation (except Boarding house, Camping & caravan park, Corrective institution, Dependent person's unit, Hostel, Nurses home and Nursing home);
 - Food and drink premises;
 - Leisure and recreation (except Motor racing track, Paintball games facility and Race course);
 - Office;
 - Place of assembly (except Drive in theatre); and,
 - Shop (except Adult sex product shop).
- Conditions placed on planning permits may include maximum floor areas of individual components of the development. The maximum retail floor area in the precinct without a permit is 2,500 sqm of combined leasable floor area.
- A permit is required pursuant to Clause 52.15 of the Mitchell Planning Scheme for a helicopter landing site. A helicopter landing site within the resort or lakes area to service the resort is exempt from the notification and appeal provisions of the Act.

Lake Areas, Collector Roads, Open Space Trails, and Links:

- Informal outdoor recreation in these areas does not require a planning permit.

Commercial Vineyard and Winery Precinct:

- Uses which do not require a permit in this precinct are:
 - Agriculture (except Animal boarding, Dog breeding, Racing dog keeping, Intensive animal husbandry, Rice growing and Timber production);
 - Dwelling; and,
 - Winery.

MITCHELL PLANNING SCHEME

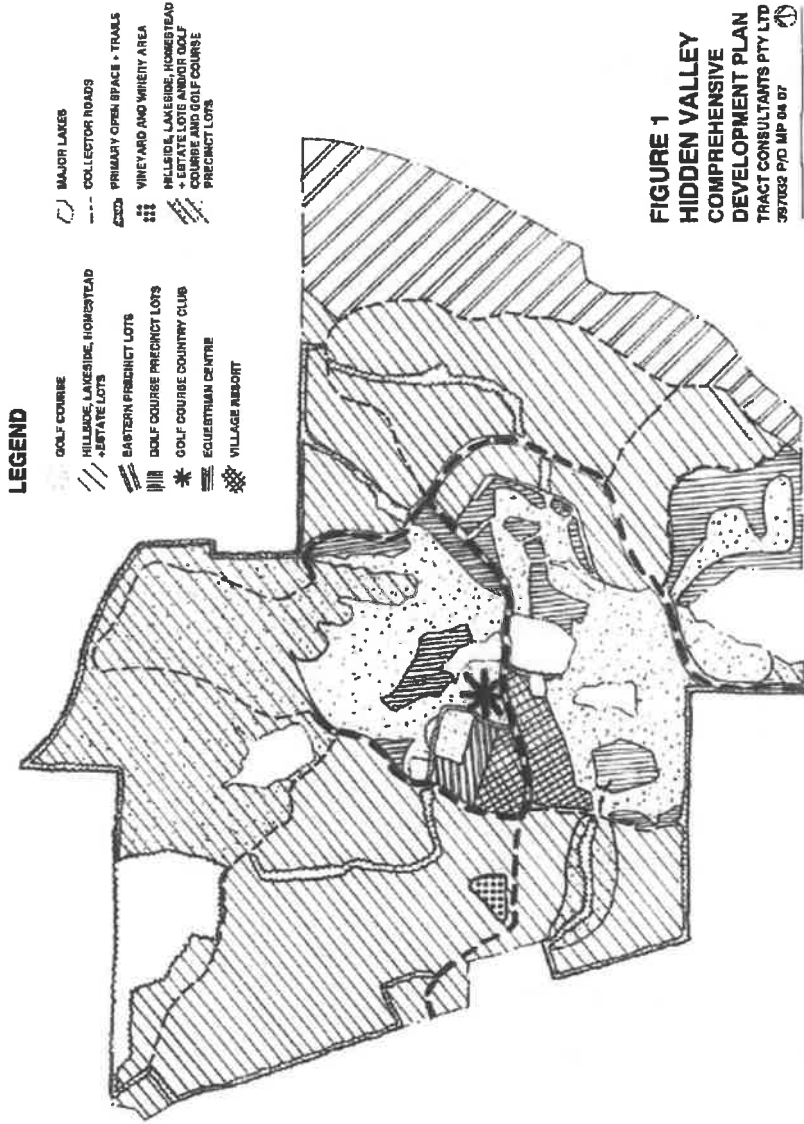


FIGURE 1
HIDDEN VALLEY
COMPREHENSIVE
DEVELOPMENT PLAN
 TRACT CONSULTANTS PTY LTD
 397032 P/D MP 04 07

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.

