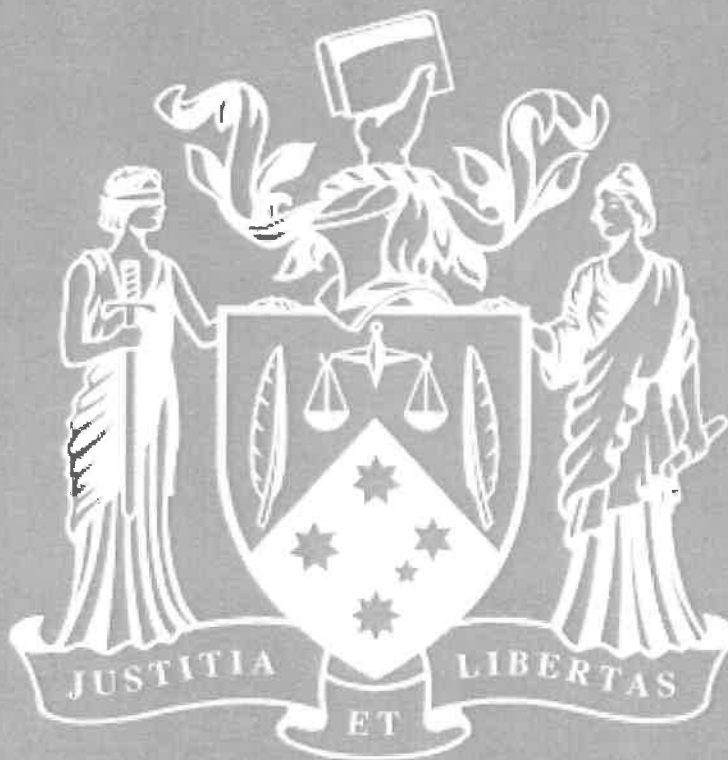


Contract Of sale of land

Property : 89 Valley Dr, Wallan VIC 3756



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 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 LawInstitute 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

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Contract of sale of land

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

The terms of this contract are contained in the -

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

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: _____

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 _____

_____ on _____

Print name(s) of person(s) signing: William Van Meurs & Maria Berdina Van Meurs

State nature of authority, if applicable: _____

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

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Particulars of sale

Vendor's estate agent

Name: **Dent Walker Pty Ltd T/As L J Hooker Wallan**

Address: **Shop 2 81-89 High StWALLAN, VIC 3756**

Email: **wayne.dent@ljhooker.com.au**

Tel: **03 5783 3399**

Mob: **0407771435**

Fax: _____

Ref: _____

Vendor

Name: **William Van Meurs**

Address: **89 Valley Dr, Wallan VIC 3756**

Email: _____ ABN/ACN: _____

Vendor

Name: **Maria Berdina Van Meurs**

Address: **89 Valley Dr, Wallan VIC 3756**

Email: _____ ABN/ACN: _____

Vendor's legal practitioner or conveyancer

Name: **Kilmore Property Transfers**

Address: **P O Box 251, Kilmore Vic 3764**

Email: **info@kilmoreconveyancing.com.au**

Tel: **03 57822659**

Mob: _____

Fax: _____

Ref: _____

Purchaser's estate agent

Name: _____

Address: _____

Email: _____

Tel: _____ Mob: _____ Fax: _____ Ref: _____

Purchaser

Name: . _____

Address: . _____

Email: _____ ABN/ACN: _____

Purchaser's legal practitioner or conveyancer

Name: _____

Address: _____

Email: _____

Tel: _____ Mob: _____ Fax: _____ Ref: _____

Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference	being lot	on plan
Volume 10562 Folio 193	460	432897M
Volume Folio		

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: **89 Valley Dr, Wallan VIC 3756**

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

All fixed floor covering, window furnishing, light fittings and any fixtures and fittings of a permanent nature.

Payment

Price \$ _____

Deposit \$ _____ by _____ / _____ / 20 _____ (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 conditions 17 & 26.2)

is due on _____ / _____ / 20 _____

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

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

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the 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: _____ / _____ / 20 _____

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.



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 sale. 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 condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in 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 received 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 lodgment 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 lodgment 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 lodgment 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 lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment 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 lodgment.
- 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 lodgment 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 lodgment 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.
- 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) The 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 lodgment 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 lodgment 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 lodgment 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 outgoing.
- 28.1 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 outgoing.
- 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; and
 - (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.



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	89 VALLEY DRIVE, WALLAN VIC 3756
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Vendor's name	William Van Meurs	Date	/ /
Vendor's signature			
Vendor's name	Maria Berdina Van Meurs	Date	/ /
Vendor's signature			

Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		
Purchaser's name		Date	/ /
Purchaser's signature	<hr/>		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$4,500.00

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply

Gas supply

Water supply

Sewerage

Telephone services

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

Subdivision Act 1988.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Is attached

13. MATERIAL FACT(S)

On March, 2020, an amendment to the *Sale of Land Act 1962* (Vic) (the Act) requires the vendor and their agents to disclose any known material fact(s) that may, if known by the purchaser, influence their decision to purchase the property.

Material fact(s) include but are not exclusive to:

- whether the land or building was previously a crime scene or was used for conducting illegal activities,
- if the vendor or vendors agents are aware of any non-permitted building or structures on the property,
- if the vendor or vendors agents are aware of asbestos or similar high-risk materials.

Vendors Declaration

None to the vendors knowledge the property does not have any material facts that need to be disclosed.

14. ATTACHMENTS

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

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

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



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

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

Page 1 of 1

VOLUME 10562 FOLIO 193

Security no : 124100847225E
Produced 04/10/2022 04:29 PM

LAND DESCRIPTION

Lot 460 on Plan of Subdivision 432897M.
PARENT TITLE Volume 10529 Folio 649
Created by instrument PS432897M 10/01/2001

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
WILLIAM VAN MEURS
MARIA BERDINA VAN MEURS both of 89 VALLEY DRIVE WALLAN VIC 3756
AL339179W 05/09/2014

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT X322483T 19/02/2001

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
X038271U 13/09/2000

DIAGRAM LOCATION

SEE PS432897M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS



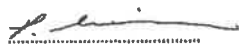
NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 89 VALLEY DRIVE WALLAN VIC 3756

DOCUMENT END

PLAN OF SUBDIVISION		STAGE NO. <hr/>	LTO use only. EDITION 2	Plan Number PS 432897M
Location of Land Parish: SEE BELOW Township: ----- Section: ----- Crown Allotment: SEE BELOW Crown Portion: ----- LTO Base Record: LITHO (2318) Title Reference: VOL.10525FOL.649 Last Plan Reference: PS 422947F LOT J Postal Address: VALLEY DRIVE WALLAN 3756 AMG Co-ordinates E 322 600 Zone: 55 N 5 859 810		Council Certificate and Endorsement Council Name: MITCHELL SHIRE COUNCIL Ref. 299,312 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 22 / 8 / 2000 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/have not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date 28 / 11 / 2000		
Vesting of Roads and/ or Reserve				
Identifier	Council / Body / Person			
RESERVE No. 1	MITCHELL SHIRE COUNCIL			
RESERVE No. 2	TXU Networks Pty Ltd			
ROAD R1	MITCHELL SHIRE COUNCIL			
ROAD R2	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 101(Part) and 101A(Part) PARISH OF WALLAN WALLAN CROWN ALLOTMENT 119(Part)				
Survey This plan is based on survey PS 420381S This survey has been connected to permanent mark No(s) 63, 163, 56 & 57. In Proclaimed Survey Area No. 53				
Easement Information				LTO use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				Statement of Compliance/ Exemption Statement
				Received <input checked="" type="checkbox"/>
				Date 27 / 12 / 00
				LTO use only
				PLAN REGISTERED
				TIME 9:40am
				DATE 10 / 1 / 01
				 Assistant Registrar of Titles
				Sheet 1 of 6
 • Project Managers • Engineers • Surveyors • Planners SUITE 104, 4TH FLOOR 379 ST KILDA ROAD MELBOURNE VIC. 3004 TELEPHONE: (03) 9886 5488 FACSIMILE: (03) 9886 8477 EMAIL: melbourne@tomkison.com.au		LICENSED SURVEYOR : PAUL THOMAS TOMKINSON Signature  Date 17/11/00 REF. 55663C VERSION 6		
		Date 22 / 8 / 2000 Council Delegate Signature Original sheet size A3		

PLAN OF SUBDIVISION

Plan Number

PS 432897M

STAGE NO.

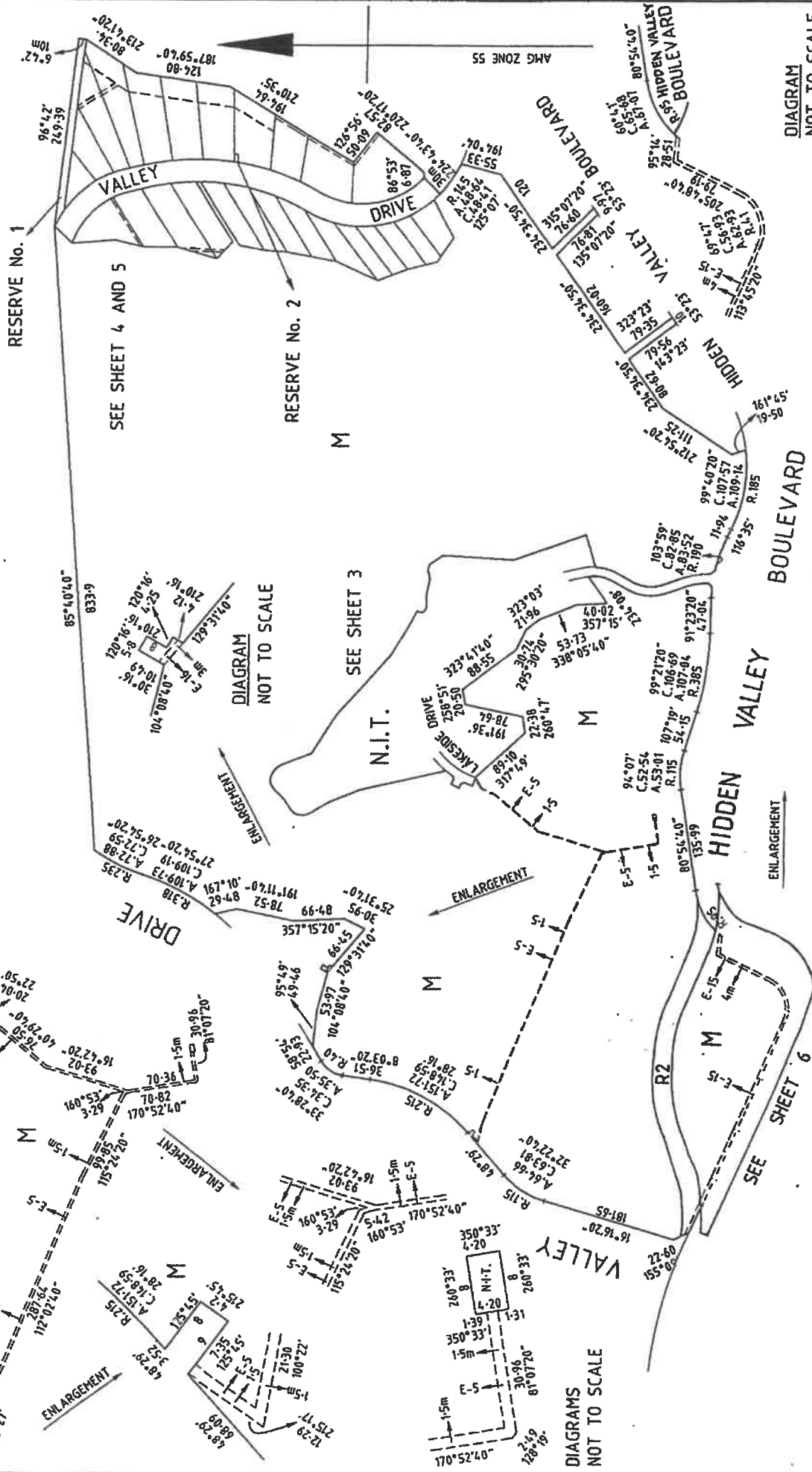


DIAGRAM NOT TO SCALE

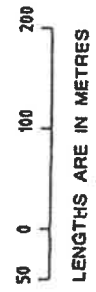
Sheet 2 OF 6
 Date 22/8/2000
 Council Delegate Signature
 Original sheet size A3

LICENSED SURVEYOR: **PAUL T TOMKINSON**

Signature: _____ Date 17/11/00

REF. 55663C VERSION 6

SCALE

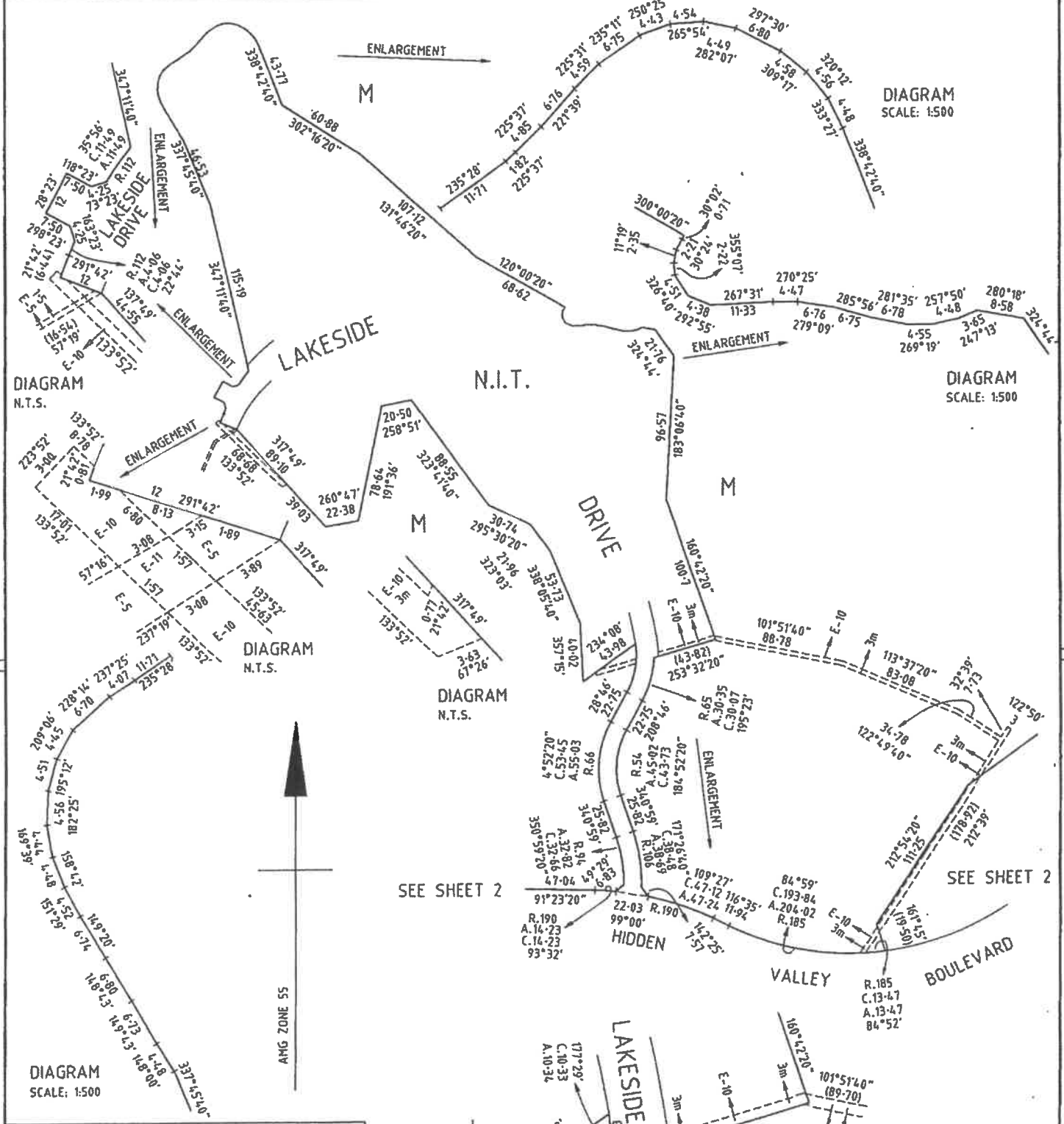


ORIGINAL

SHEET SIZE
 SCALE 1:5000
 A3

TOMKINSON
 Project Managers • Engineers • Surveyors • Planners
 SUITE 404, 4TH FLOOR
 370 ST KILDA ROAD
 MELBOURNE VIC 3004
 TEL: (03) 9488 4444
 FACSIMILE: (03) 9488 4477
 EMAIL: info@tomkinson.com.au

PLAN OF SUBDIVISION	STAGE NO.	Plan Number PS 432897M
---------------------	-----------	----------------------------------



TOMKINSON
 • Project Managers • Engineers • Surveyors • Planners
 SUITE 404, 4TH FLOOR
 370 ST KILDA ROAD
 MELBOURNE VIC. 3004
 TELEPHONE: (03) 9888 6488
 FACSIMILE: (03) 9898 6477
 EMAIL: info@tomkinson.com.au

ORIGINAL	SCALE	LICENSED SURVEYOR : PAUL THOMAS TOMKINSON	
SCALE	SHEET SIZE	Signature	Date 17/11/00
1:2500	A3	REF. 55663C	VERSION 6
<p>LENGTHS ARE IN METRES</p>		Date 22/8/2000 Council Delegate Signature Original sheet size A3	

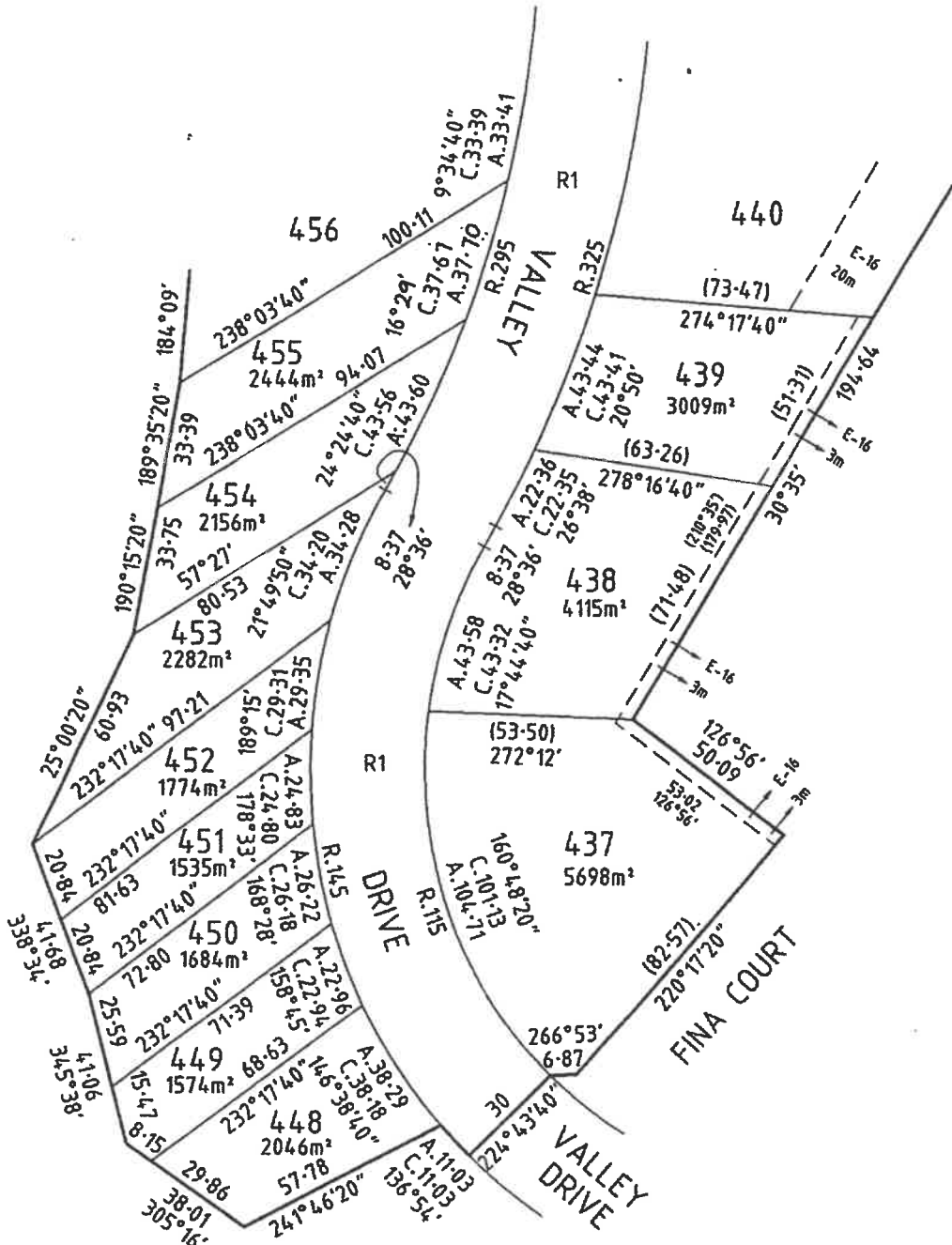
PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS 432897M

SEE SHEET 5 FOR CONTINUATION



SEE SHEET 2

TOMKINSON
 • Project Managers • Engineers • Surveyors • Planners
 SUITE 404, 4TH FLOOR
 370 ST KILDA ROAD
 MELBOURNE VIC. 3004
 TELEPHONE: (03) 9888 8488
 FACSIMILE: (03) 9888 8477
 EMAIL: melbourne@tomkinson.com.au

Sheet 4 OF 6

ORIGINAL SCALE

SCALE

12.5 0 25 50

LENGTHS ARE IN METRES

SCALE SHEET SIZE

1:1250 A3

0 10 20 30 40 50 60 70 80 90 100

LICENSED SURVEYOR : PAUL THOMAS TOMKINSON

Signature *[Signature]* Date 17/11/00

REF. 55663C VERSION 6 OR

Date 22 / 8 / 2000

Council Delegate Signature

Original sheet size A3

PLAN OF SUBDIVISION

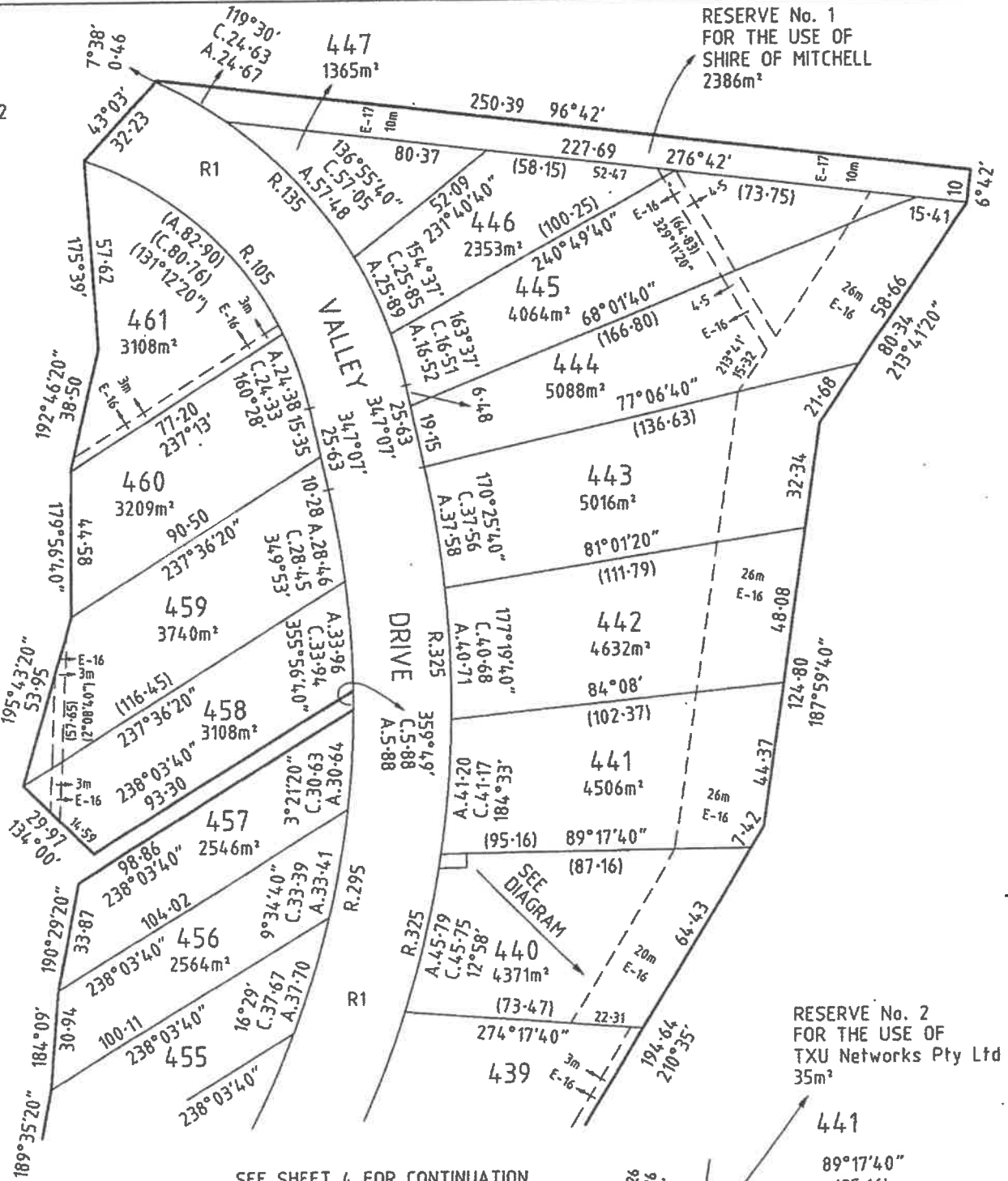
STAGE NO.

Plan Number

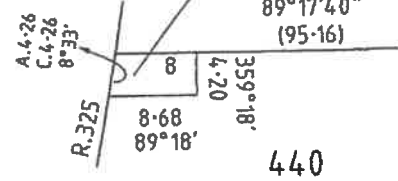
PS 432897M

RESERVE No. 1
FOR THE USE OF
SHIRE OF MITCHELL
2386m²

SEE SHEET 2



SEE SHEET 4 FOR CONTINUATION



DIAGRAM

TOMKINSON

• Project Managers • Engineers • Surveyors • Planners
 SUITE 404, 4TH FLOOR
 370 ST KILDA ROAD
 MELBOURNE VIC. 3004
 TELEPHONE: (03) 9846 6488
 FACSIMILE: (03) 9888 6477
 EMAIL: melbourne@tomkinson.com.au

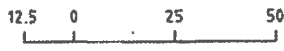
Sheet 5 OF 6

ORIGINAL

SCALE

LICENSED SURVEYOR : PAUL THOMAS TOMKINSON

SCALE SHEET SIZE



Signature _____ Date 17/11/00

1:1250 A3

REF. 55663C VERSION 6

Date 22/8/2000

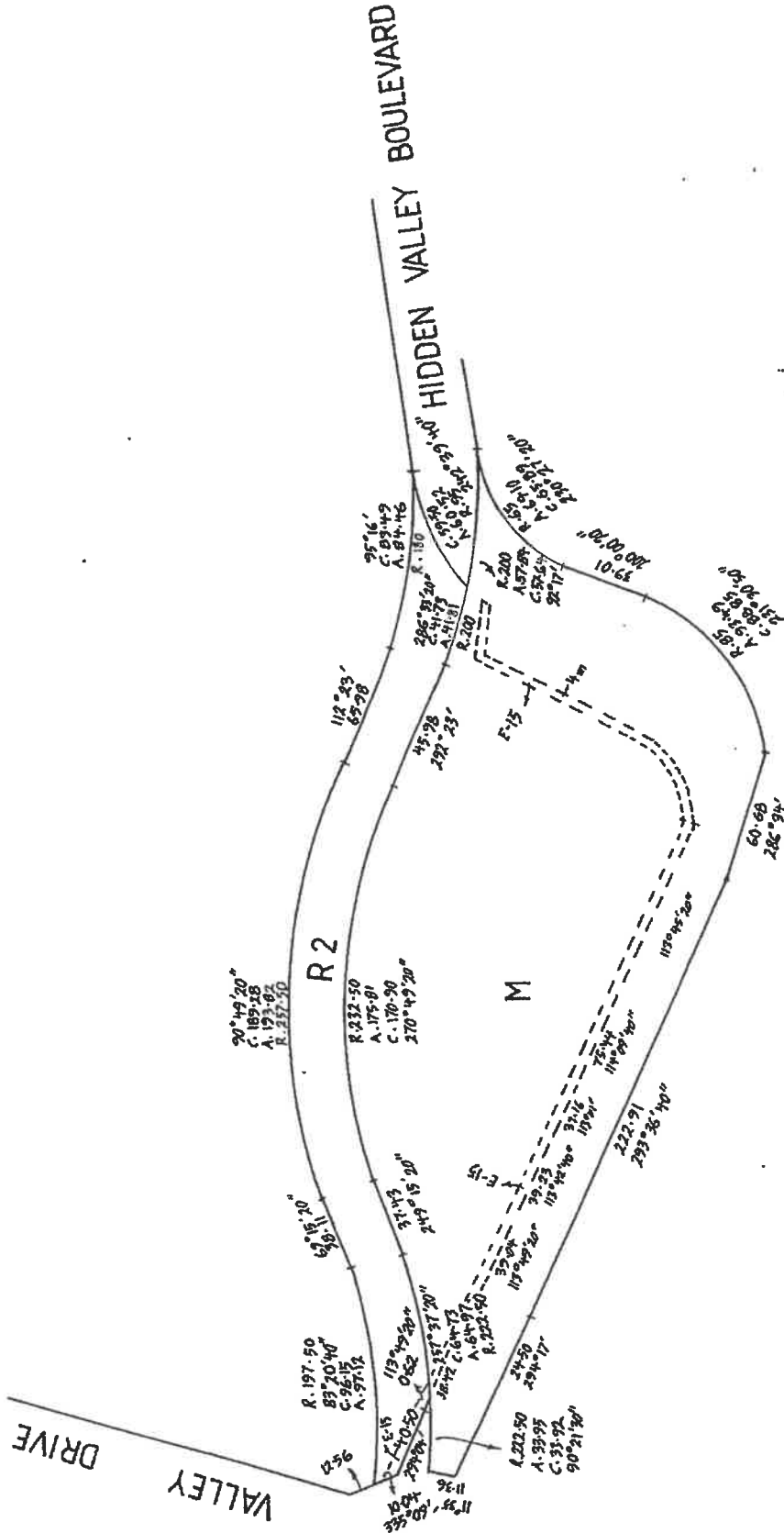
Council Delegate Signature

Original sheet size A3

EDITION 2

PLAN OF SUBDIVISION

PS432897M



LENGTHS ARE IN METRES

SCALE

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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958



X322483T
190201 1005 45 90

Lodged by:

Name: CBA
Phone: _____
Address: _____
Ref.: _____
Customer Code: 205



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)

CERTIFICATE OF TITLE VOLUME 10562 FOLIO 193

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

ALL ITS ESTATE IN FEE SIMPLE

Consideration:



Transferor: (full name)

HIDDEN VALLEY AUSTRALIA PTY LTD (ACN 077 640 469)

Transferee: (full name and address including postcode)

STEVEN JAMES MUPRHY and NICOLE MAREE MURPHY
both of 80 Brunell Street, East Malvern Vic 3145 - as joint proprietors

Directing Party: (full name)

NIL

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 PS 432897M 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 title 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 of Subdivision other than the Lot hereby transferred that the Transferee must not:

- 1) 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:

Continued on T2 Page 2

Approval No. 593988L

ORDER TO REGISTER

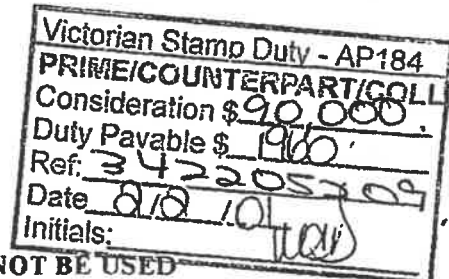
Please register and issue title to

STAMP DUTY USE ONLY

T2

Signed

Cust. Code:



THE BACK OF THIS FORM MUST NOT BE USED



ANNEXURE PAGE
Transfer of Land Act 1958



Approved Form A1
Victorian Land Titles Office

This is page 2 of *Approved Form T2* dated 29/01/01 between **HIDDEN VALLEY AUSTRALIA PTY LTD (ACN 077 640 469)** ("Transferor") and **STEVEN JAMES MURPHY and NICOLE MAREE MURPHY** ("Transferees")

Signatures of the parties

X

FOR & ON BEHALF OF MV

Panel Heading)

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) building 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 month's 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* with the *Transferor's* prior written permission;
- g) must not subdivide the *Land*;
- h) must not place or allow to be placed on the *Land* any temporary structure including but without limitation any 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 tones;
- 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 ~~Special Condition~~; ~~Covenant~~ ^{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 anxious 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;
- 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 principal 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*.

Continued on T2 Page 3

Approval No. 593988L

A1



1. If there is insufficient space to accommodate the required 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.

ANNEXURE PAGE

Transfer of Land Act 1958

Approved Form A1
Victorian Land Titles Office

This is page 3 of Approved Form T2 dated 29/01/01, between **HIDDEN VALLEY AUSTRALIA PTY LTD (ACN 077 640 469)** ("Transferor") and **STEVEN JAMES MURPHY and NICOLE MAREE MURPHY** ("Transferees")

Signatures of the parties

X FOR & ON BEHALF OF HV

Panel Heading

Execution and attestation -



THE COMMON SEAL of HIDDEN VALLEY AUSTRALIA PTY LTD A.C.N. 077 640 469 was hereunto affixed by authority of the Board of Directors in the presence of:

X [Signature] Director
Name of Director: Ferdous Mahmood
Usual Address: 5 St Antony's Place Kew, 3101

[Signature] Secretary
Name: Craig Williams Nick Parthimos
Usual Address: 7 Fleming St West Brunswick 3055
Name of Secretary: 3 Lyall Street Hawthorn, 3122
Address of Secretary

SIGNED by the Transferees in the presence of:))

[Signature]
STEVEN JAMES MURPHY
[Signature]
NICOLE MAREE MURPHY

Witness: [Signature]



Approval No. 593988L

A1



1. If there is insufficient space to accommodate the required 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.



X038271U
130900 1446 173



Application by
Responsible Authority,
Relevant Authority,
Referral Authority or Council
for the making of a recording
of an agreement

Section 181(1) Planning and Environment Act 1987

Lodged by:

Name: Freehills
Phone: 9288 1234
Address: 101 Collins Street, Melbourne
Ref: SLB
Customer Code: 2961C

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

Land: Lots 448 to 461 (inclusive) on plan of subdivision 432897M being the land contained in certificate of title volume 10529 folio 649
Now = 10562-181 to 194 (81) Now vol: 10562 fol 181 to 194 (Inclusive)

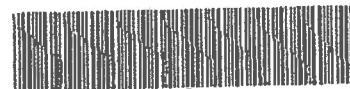
Authority or council: Mitchell Shire Council of 113 High Street, Broadford, 3658

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: *17th August 2000*

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



DX038271U-1-6

GARRY CECIL
Chief Executive Officer
Mitchell Shire Council

Name of Officer

Position held

HIDDEN VALLEY SECTION 173 AGREEMENT

THIS AGREEMENT is made the 17th day of August 2000
BETWEEN

1. **MITCHELL SHIRE COUNCIL** of 113 High Street, Broadford, Victoria 3658 ("the Council"); and
2. **HIDDEN VALLEY AUSTRALIA PTY LTD** (ACN 077 640 469) C/- Level 5, 370 St Kilda Road, South Melbourne 3205 ("Hidden Valley").

WHEREAS

- A. The Owner is the owner of lots 448 to 461 (inclusive) on Plan of Subdivision PS 432897M described in Certificate of Title Volume 10529 Folio 649 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 as follows:

1. Interpretation

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 lots numbered 448-461 (inclusive) on plan of subdivision PS 432897M and which becomes registered in the Land Titles Office and capable of being disposed of separately;

"Building Permit" means a building permit under the Building Act 1993;

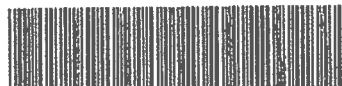
"Community Infrastructure Levy" means the amount payable in respect of each dwelling on each lot as set out in the planning permit issued by the Council for each Stage and which shall not exceed \$450.00;

"Comprehensive Development Plan" means the plan of the Development incorporated in the Planning Scheme;

"Development" means the proposed development referred to in Recital C;

X038271U
130900 1448 173





DX038271U-3-1

“**Guidelines**” means the covenants, design and control guidelines for the Land, a copy of which is annexed as Schedule 2 of this Agreement;

“**Hidden Valley**” means Hidden Valley Australia Pty Ltd ACN 077 640 469, the registered office of which is situated at C/- Level 5, 370 St Kilda Road, South Melbourne 3205;

“**Land**” means lots 448 to 461 (inclusive) on Plan of Subdivision PS 432897M;

“**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, Wallan, Victoria;

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.

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





DX038271U-4-8

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.

6. Guidelines, Planning Scheme and Local Laws

- 6.1 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.

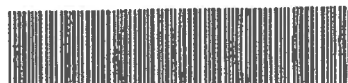
7. Allotment Covenants

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:

- 7.1 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:

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- (a) 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);
 - (b) all buildings to be constructed on an Allotment must be on the one certificate of title;
- 7.2 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;
 - 7.3 must not live on an Allotment until completion of construction of the residence;
 - 7.4 must not live in any garage or like structure on any Allotment;
 - 7.5 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;
 - 7.6 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;
 - 7.7 where the Owner is not Hidden Valley, must not subdivide any Allotment;
 - 7.8 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;
 - 7.9 must keep all motor vehicles, vehicles designed to be towed by a motor vehicle and boats in a garage when not in use;
 - 7.10 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;
 - 7.11 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;
 - 7.12 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;
 - 7.13 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;
 - 7.14 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;
 - 7.15 must keep the grass on any Allotment to a length of no more than 300mm and must ensure it does not present a fire hazard;
 - 7.16 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;
 - 7.17 where the Owner is not Hidden Valley, must not grow any crops on an Allotment without the prior written consent of Hidden Valley;
 - 7.18 must not construct or erect any electrified fence;
 - 7.19 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~~

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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.

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 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 the time a Building Permit issues, it will until paid accrue interest at the rate being the penalty rate prescribed in the *Penalty Interest Rates Act 1972*; 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:

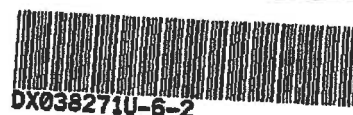
- (a) approximately 50% of the levy will be allocated to Hidden Valley for the construction of community facilities or infrastructure on the Site;
- (b) the Council will apply the balance of the levy, in its absolute discretion, to community facilities or infrastructure in or around Wallan township;
- (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.

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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

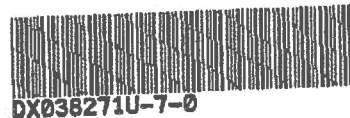
The Owner must pay to the Council the Council's reasonable costs and expenses incurred in the preparation, registration and enforcement of this Agreement, the Guidelines and any Future Stage Guidelines and, in the event of dispute, the Council may have them assessed by the Law Institute of Victoria Costs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

11. Notices

11.1 Any notice, consent, offer, demand, request or other instrument required or authorised to be given to a party pursuant to this Agreement shall be in writing and may be given by facsimile, post or hand to the party addressed as follows:

(a) To the Council:

The Chief Executive Officer
Mitchell Shire Council
113 High Street
Broadford Vic 3658



(b) To Hidden Valley:

The Hidden Valley Design Review Panel
C/- Sean Hogan
PO Box 1138
South Melbourne 3205

And a copy to be forwarded to:

The Directors
Hidden Valley Australia Pty Ltd
670 Northern Highway
Wallan Victoria 3650

11.2 An instrument given or served in accordance with clause 11.1 is deemed to have been received:

- (a) in the case of an instrument given or received by facsimile, on the day following the dispatch;
- (b) in the case of an instrument given or served by post to an address in the same State in which it is posted, on the second day following the day of posting; or
- (c) in the case of an instrument given or served by hand, at the time of delivery.

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.

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- 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.



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IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

SIGNED for and on behalf of the Authority
MITCHELL SHIRE COUNCIL pursuant
to an Instrument and Delegation issued to the
position of Chief Executive Officer by resolution)
of Council on 16 November 1998)

Garry Cecil
17/8/2000

GARRY CECIL
Chief Executive Officer
Mitchell Shire Council

.....
Name of Officer

.....
Position Held



**THE COMMON SEAL of HIDDEN VALLEY
AUSTRALIA PTY LTD (ACN 077 640 469)**
was affixed to this document in the presence of:

[Signature]

Secretary/Director

[Signature]

Director

Name (please print)

Name (please print)

Name: ~~Ferdous Mahmood~~
Usual Address:
5 St Antony's Place
Kew, 3101

Name: ~~Craig Williams~~
Usual Address:
3 Lyall Street
Hawthorn, VIC 3122



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**Schedule 1
Plan of Subdivision**



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130900 1446 173



PLAN OF SUBDIVISION	STAGE NO. <hr/>	LTO use only. EDITION	Plan Number PS 432897M
----------------------------	--------------------	---------------------------------	----------------------------------

Location of Land

Parish: **BYLANDS**
 Township: -----
 Section: -----
 Crown Allotment: **81E (PART)**
 Crown Portion: -----

LTO Base Record: **LITHO (2318)**
 Title Reference: **VOL. FOL.**

Last Plan Reference: **PS 422947F LOT J**

Postal Address: **VALLEY DRIVE
WALLAN 3756**

AMG Co-ordinates **E 323 165** Zone: **55**
N 5 859 810

Council Certificate and Endorsement

Council Name: **MITCHELL SHIRE COUNCIL Ref.**

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made

(ii) The requirement has been satisfied.

(iii) The requirement is to be satisfied in Stage

Council delegate
 Council seal

Date / /

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
RESERVE No. 1	MITCHELL SHIRE COUNCIL
RESERVE No. 2	TXU Networks Pty Ltd
ROAD R1	MITCHELL SHIRE COUNCIL

Notations

Staging This is not a staged subdivision
 Planning Permit No.

Depth Limitation
 DOES NOT APPLY



Survey This plan is based on survey PS 420381S

This survey has been connected to permanent mark No(s) 63, 163, 56 & 57
 in Proclaimed Survey Area No. 53

Easement Information					LTO use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					Statement of Compliance/ Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	Received <input type="checkbox"/>
E-5	POWER LINE	See Diag	PS 420381S Sect 44 of Electricity Industry Act 1993	TXU NETWORKS Pty Ltd	Date / /
E-10	SEWERAGE	3m	PS 412892L	GOULBURN VALLEY REGION WATER AUTHORITY	LTO use only PLAN REGISTERED TIME DATE / /
E-11	SEWERAGE POWER LINE	See Diag See Diag	PS 412892L PS 420381S Sect 44 of Electricity Industry Act 1993	GOULBURN VALLEY REGION WATER AUTHORITY TXU NETWORKS Pty Ltd	
E-15	WATER SUPPLY, CARRIAGEWAY	See Diag	PS 412892L	GOULBURN VALLEY REGION WATER AUTHORITY	Assistant Registrar
E-16	SEWERAGE DRAINAGE	See Diag See Diag	THIS PLAN THIS PLAN	GOULBURN VALLEY REGION WATER AUTHORITY MITCHELL SHIRE COUNCIL	
E-17	SEWERAGE	See Diag	THIS PLAN	GOULBURN VALLEY REGION WATER AUTHORITY	

TOMKINSON

• Project Managers • Engineers • Surveyors • Planners

SUITE 40A, 4TH FLOOR
 370 ST KILDA ROAD
 MELBOURNE VIC 3004

TELEPHONE: 103 9688 5489
 FACSIMILE: 103 9488 5477
 EMAIL: enquiries@tomkinson.com.au

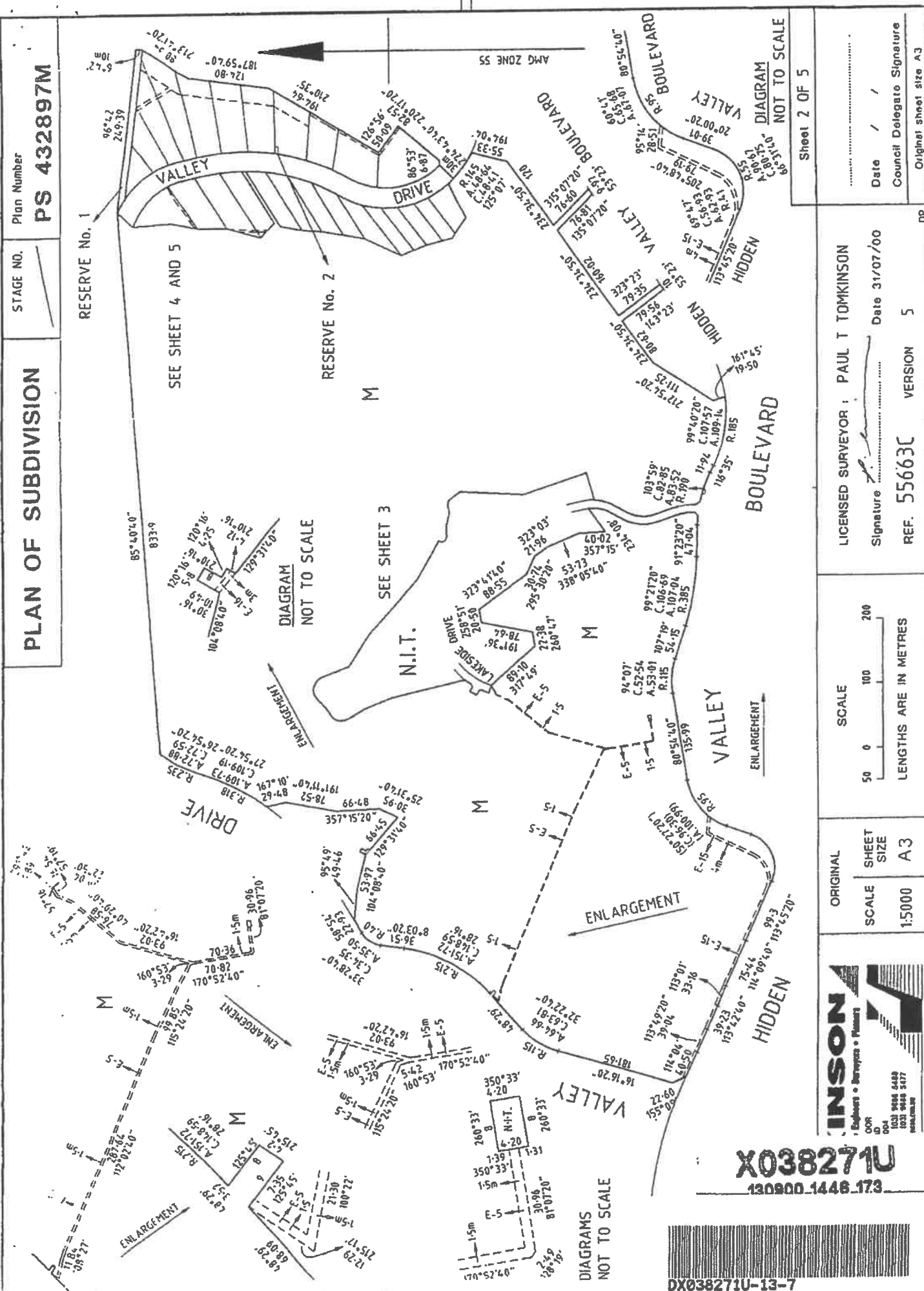
LICENSED SURVEYOR : **PAUL THOMAS TOMKINS**

Signature Date **31/07/00**

REF **55663C** VERSION **5**

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STAGE NO. _____

Plan Number
PS 432897M

PLAN OF SUBDIVISION

Sheet 2 OF 5

DIAGRAM NOT TO SCALE

LICENSED SURVEYOR: PAUL T TOMKINSON

Signature: _____ Date: 31/07/00

REF. 55663C VERSION 5

SCALE

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LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SCALE 1:5000

INSON
Engineers • Surveyors • Planners

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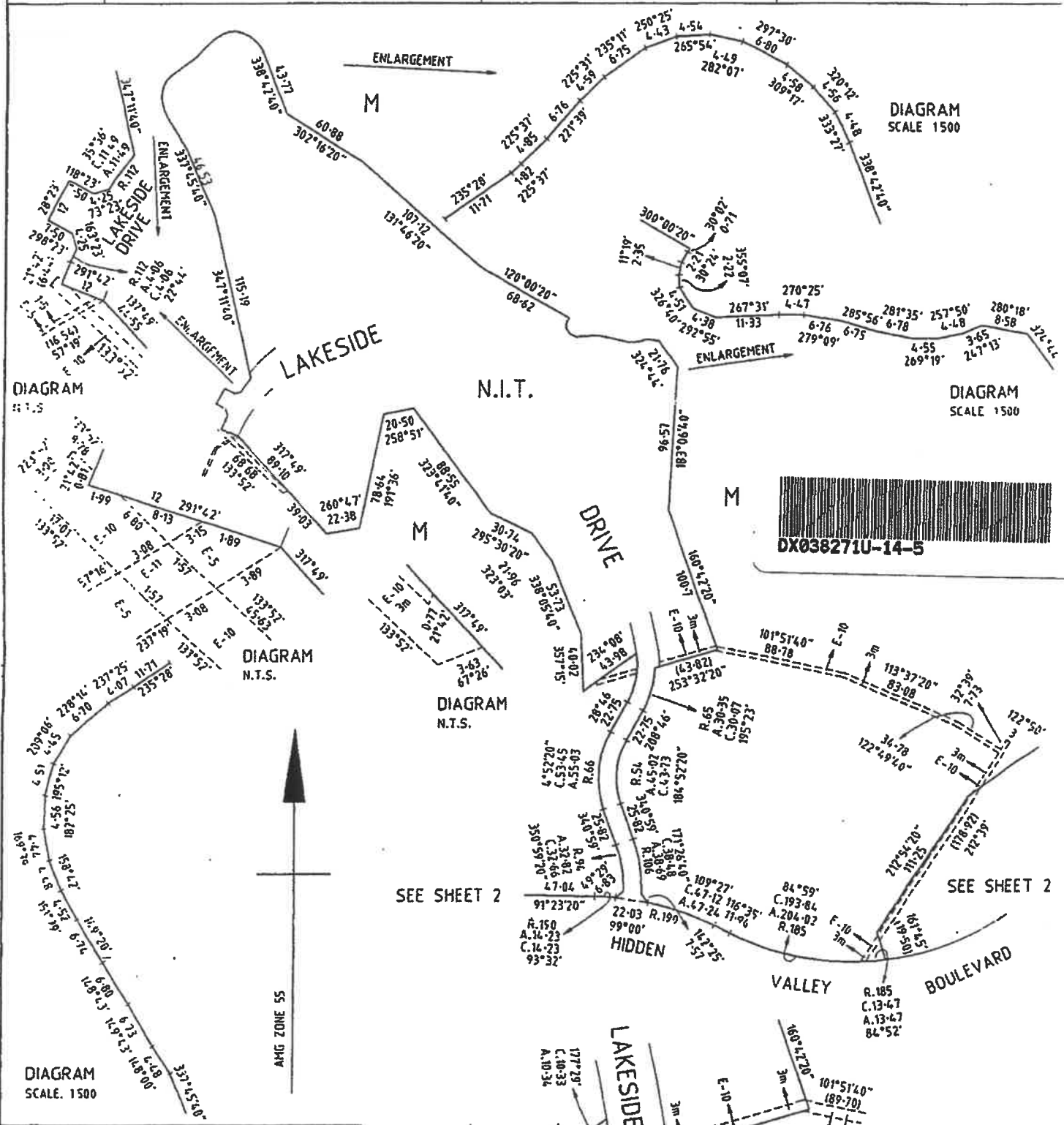
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PLAN OF SUBDIVISION

STAGE NO.

Plan Number
PS 432897M



SEE SHEET 2

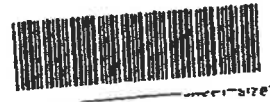
SEE SHEET 2

TOMKINSON
 Project Managers • Engineers • Surveyors • Planners
 SUITE 404, 4TH FLOOR
 370 ST KILDA ROAD
 MELBOURNE VIC. 3004
 TELEPHONE: (03) 9888 6888
 FACSIMILE: (03) 9888 6477
 EMAIL: enquiries@tomkinson.com.au

ORIGINAL	SCALE
SCALE	SHEET SIZE
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25 0 50 100 LENGTHS ARE IN METRES	

LICENSED SURVEYOR : PAUL THOMAS TOMI
 Signature _____ Date 3
 REF. 55663C VERSION 5

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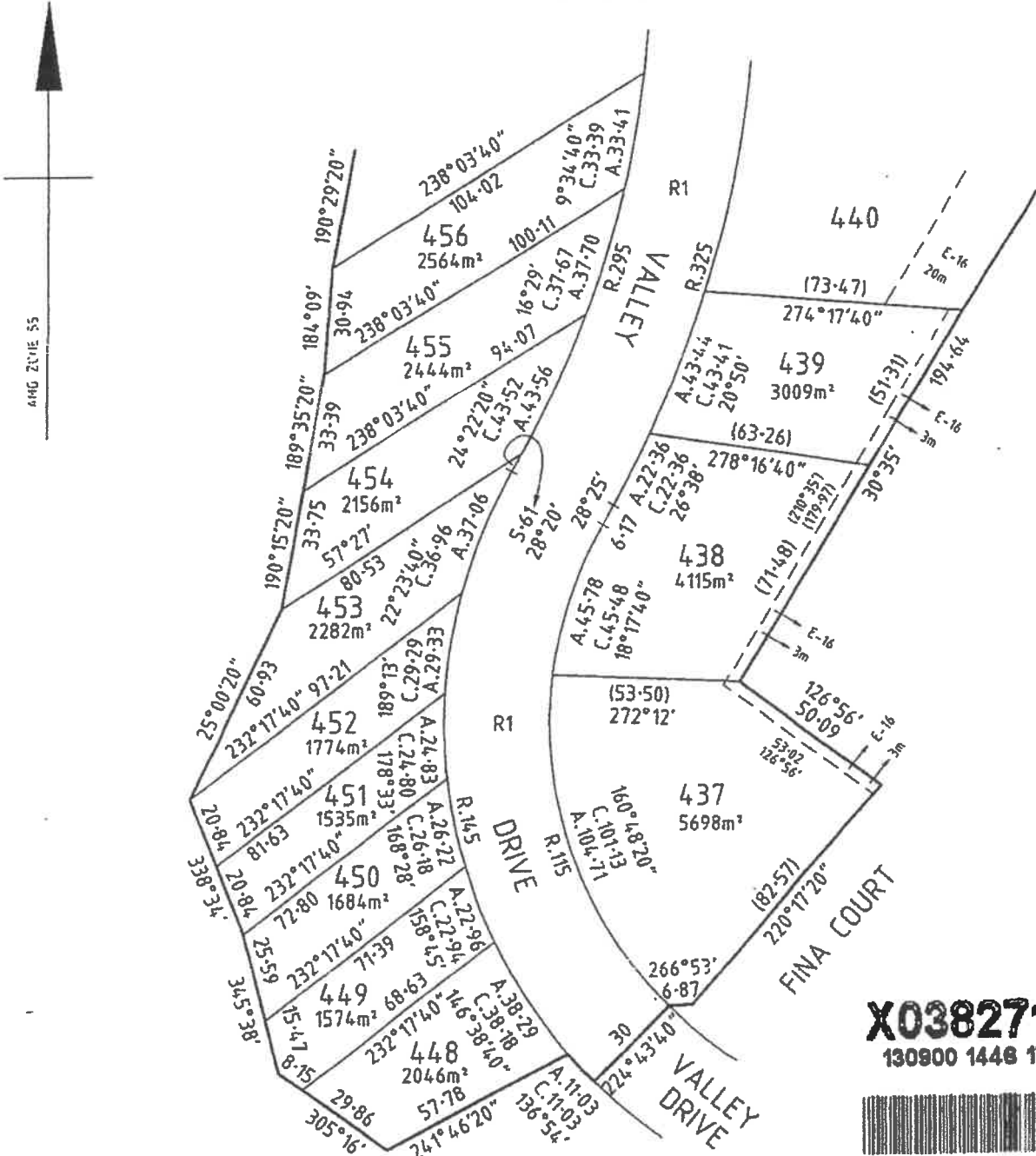
PLAN OF SUBDIVISION

STAGE NO.

Plan Number

PS 432897M

SEE SHEET 5 FOR CONTINUATION



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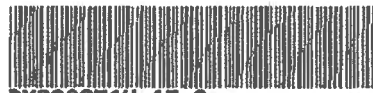


SEE SHEET 2

TOMKINSON



• Project Managers • Engineers • Surveyors • Planners
SUITE 404, 4TH FLOOR
370 ST KILDA ROAD
MELBOURNE VIC 3004
TELEPHONE (03) 9668 6488
FACSIMILE (03) 9668 6477
EMAIL enquiries@tomkinson.com.au



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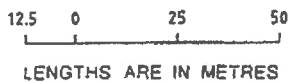
Sheet 4 OF 5

ORIGINAL

SCALE

LICENSED SURVEYOR : PAUL THOMAS TOMKINSON

SCALE SHEET SIZE
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Signature *[Signature]* Date 31/07/00
REF. 55663C VERSION 5

Date / /
Council Delegate Signature

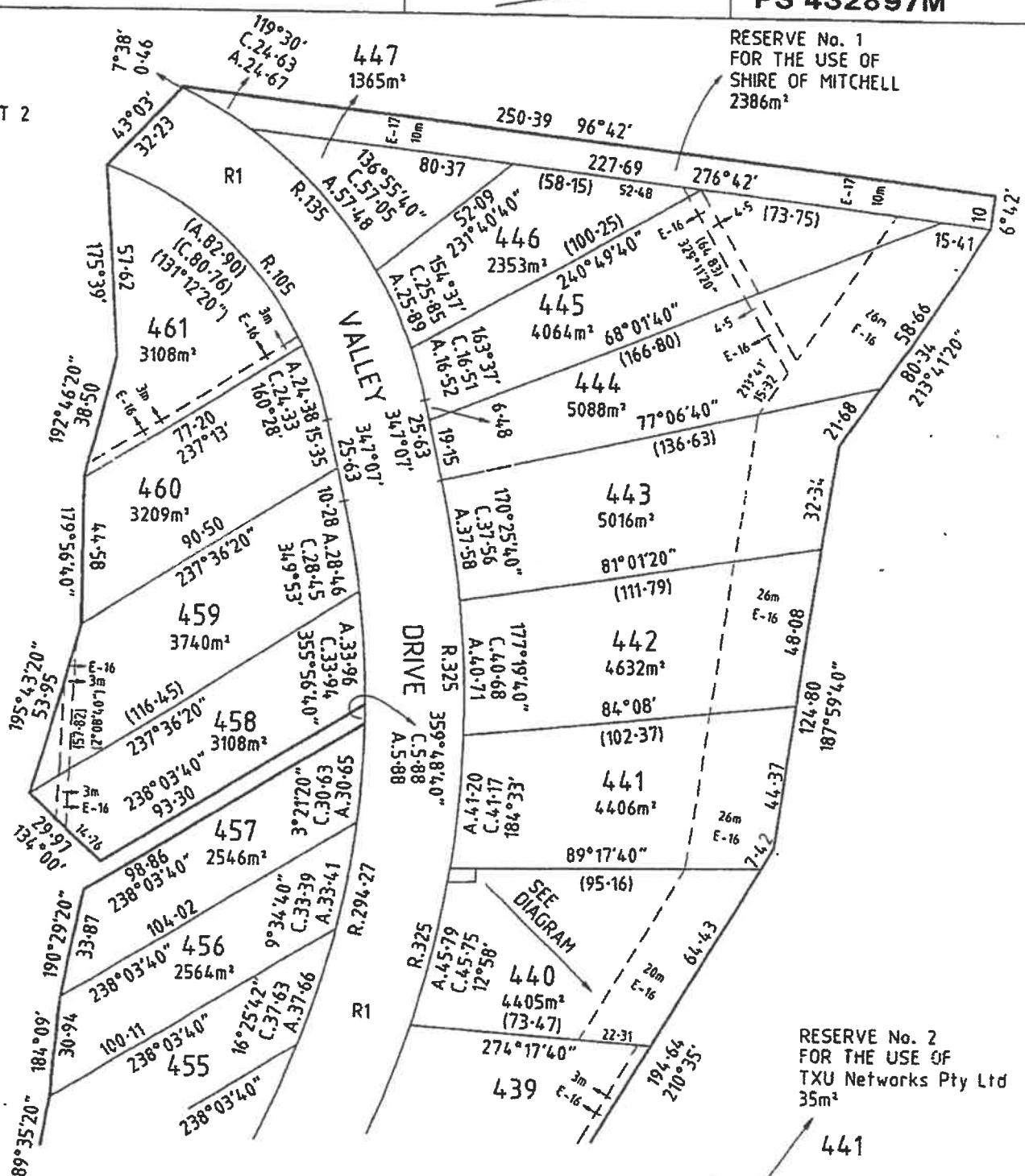
PLAN OF SUBDIVISION

STAGE NO.

Plan Number
PS 432897M

RESERVE No. 1
FOR THE USE OF
SHIRE OF MITCHELL
2386m²

SEE SHEET 2



RESERVE No. 2
FOR THE USE OF
TXU Networks Pty Ltd
35m²

X038271U
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TOMKINSON
Project Managers • Engineers • Surveyors • Planners
SUITE 404, 4TH FLOOR
370 ST KILDA ROAD
MELBOURNE VIC. 3004
TELEPHONE: (03) 9485 8488
FACSIMILE: (03) 9896 8477
EMAIL: melbourne@tomkinson.com.au

DIAGRAM

Sheet 5 OF 5

ORIGINAL SCALE

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LENGTHS ARE IN METRES

SCALE SHEET SIZE 11250 A3

LICENSED SURVEYOR: PAUL THOMAS TOMKINSON

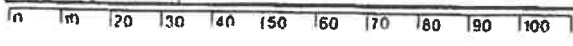
Signature _____ Date 31/07/00

REF. 55663C VERSION 5

Date / /

Council Delegate Signature

Original sheet size A3



**Schedule 2
Guidelines**

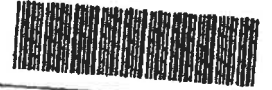


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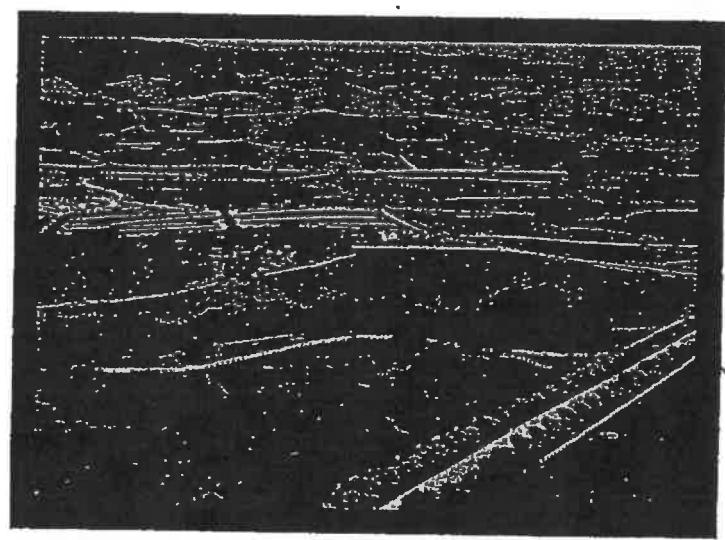
HIDDEN VALLEY

DESIGN GUIDELINES

Golf Links Lots

HIDDEN VALLEY
VICTORIA, AUSTRALIA

TO PROTECT AND ENHANCE THE INTEGRITY OF HIDDEN VALLEY



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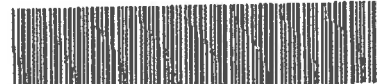
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HIDDEN VALLEY DESIGN GUIDELINES

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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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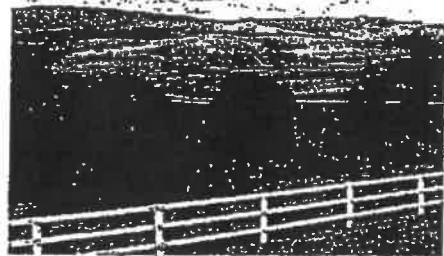


1. ABOUT HIDDEN VALLEY

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."

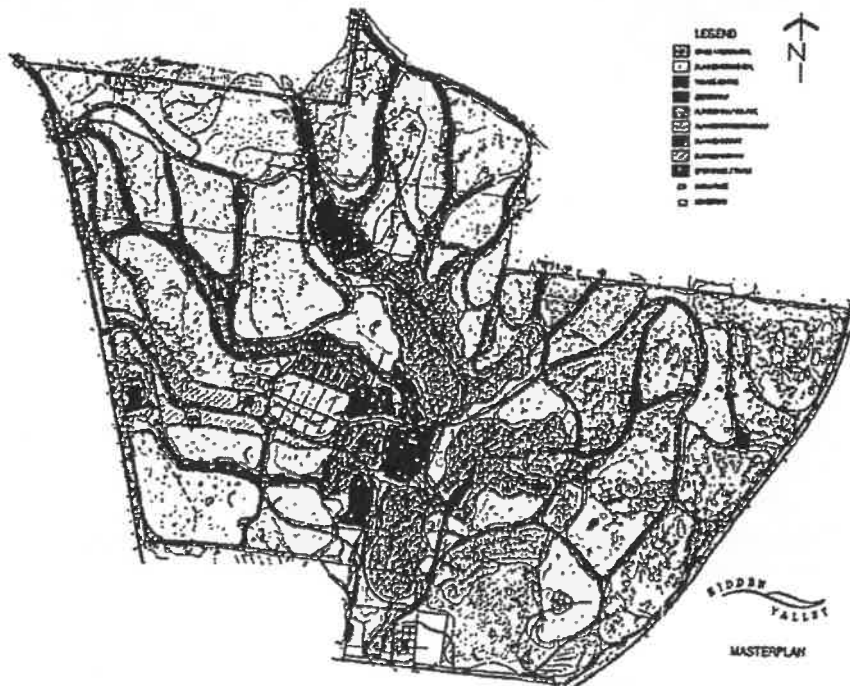
Steve Calhoun
Director, Tract Consultants

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.

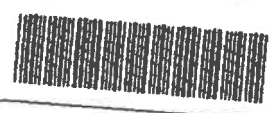


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masterplan

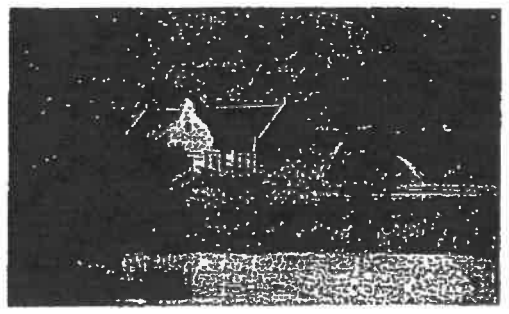


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vision

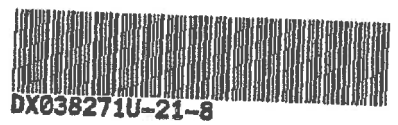
At the heart of the project is the original equestrian stud designed and built for Robert and Janet Holmes a Court. Once known as "Heytesbury", the Holmes a Court family vision for the land was to transform this premier horse stud and equestrian centre into an integrated recreation and residential living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



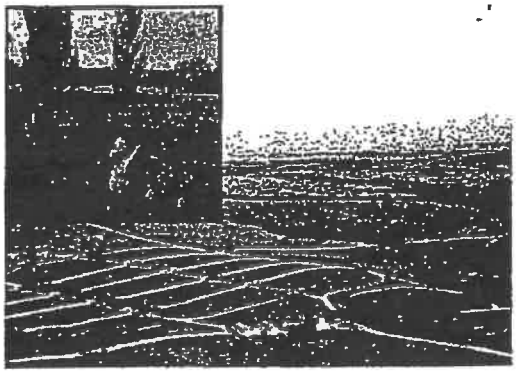
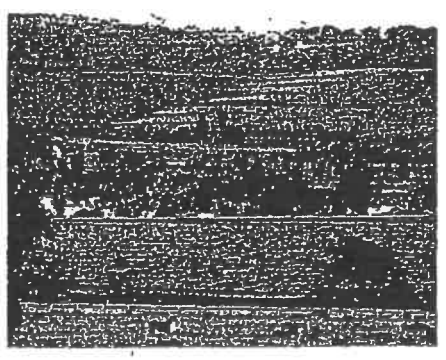
Aptly named "Hidden Valley", the land is located amongst the hills and ridges of the Great Dividing Range.

features

Key design features include:



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

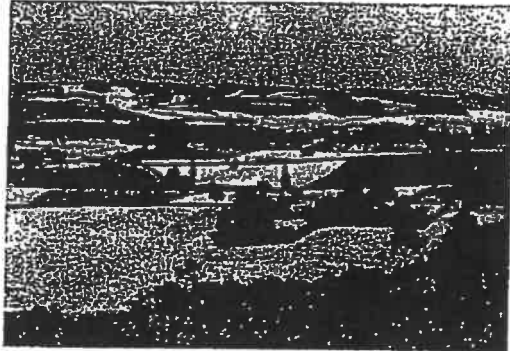
extensive open space spines and lakes areas with provision for golf and equestrian trails



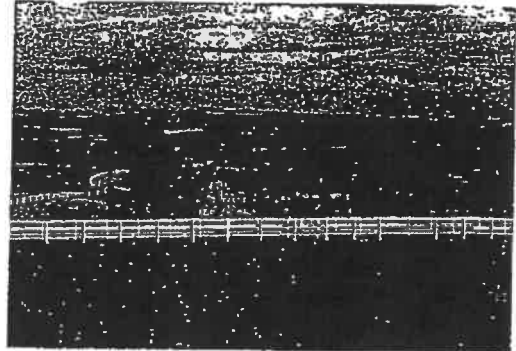
protection and incorporation of vegetation areas and view corridors

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.

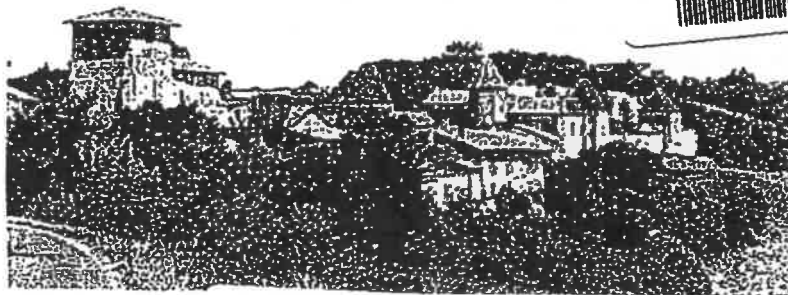


quality

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.

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; and
- you cannot live on the land before construction of the home has been completed.

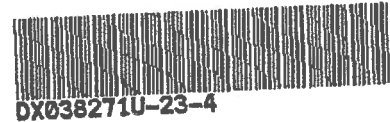
2.3 The guidelines and statutory approvals

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.



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This panel will consist of an organisation or individuals appointed from time to time by Hidden Valley Australia. At this time, Bruce Henderson Architects, will act as the Hidden Valley Design Review Panel.

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2.5 Golf Links Lots

Lots are designated as Golf Links Lots.

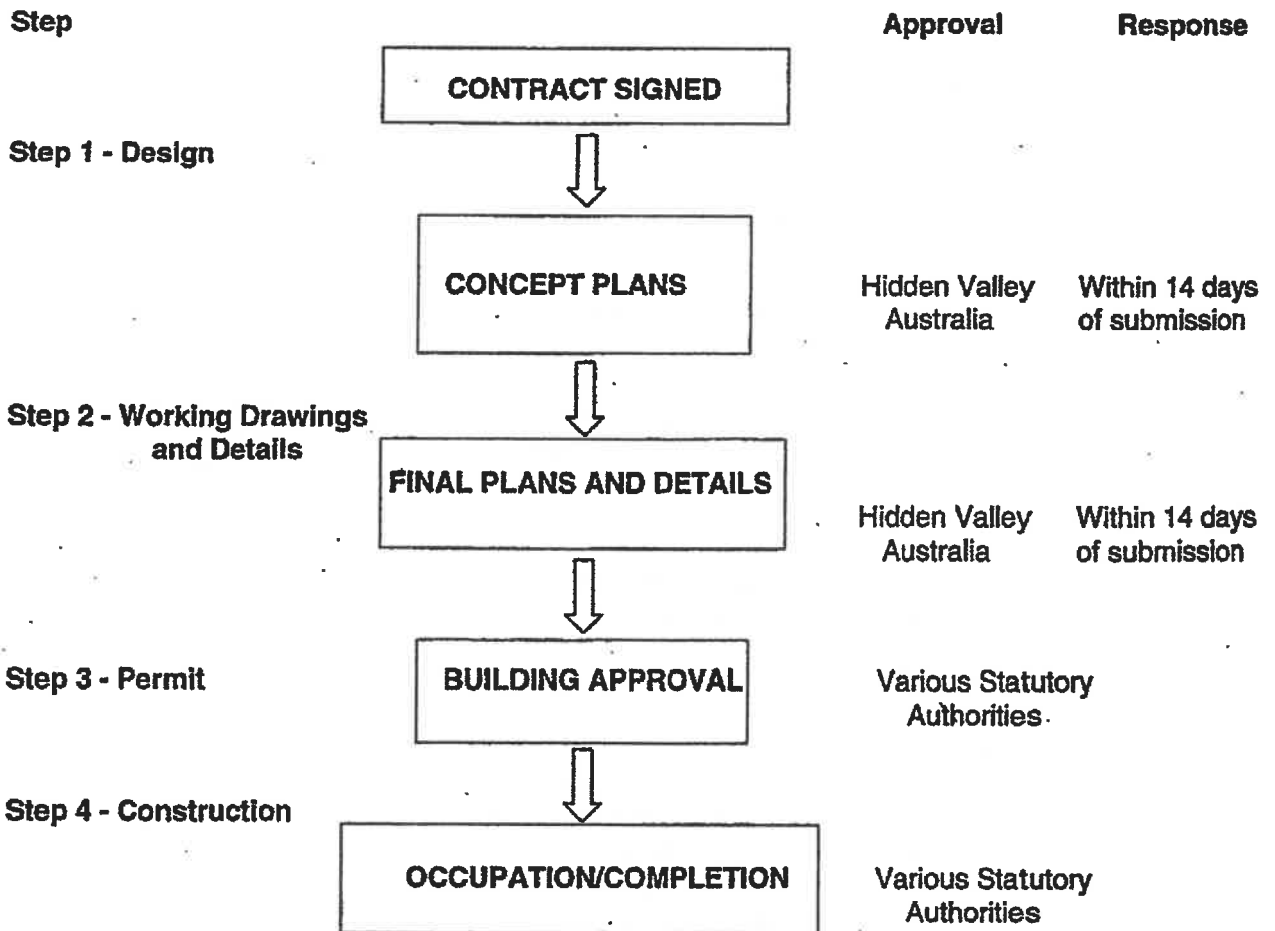


2.6 Approval Process

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

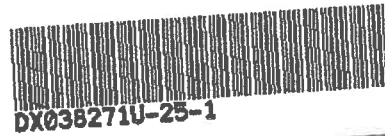


The approval process for each step is set out in the following paragraphs:

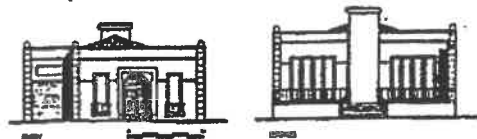
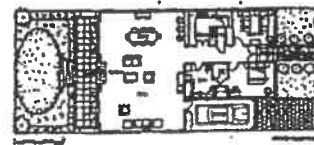
2.7 Approval Steps

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
- 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
- a description of proposed external building materials, finishes and colours
- a landscaping plan and planting schedule
- the name and postal address of the submittor



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.

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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 Step 4 - Construction

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

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.

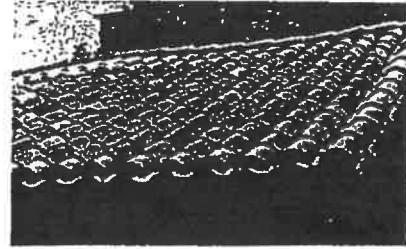
3.2.2 All roofs shall have a minimum pitch of 15° and a maximum pitch of 30°. All roofs shall fall towards the outer side of the building.



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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.

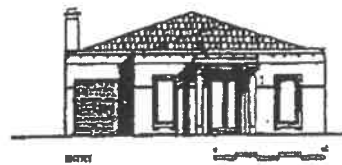
X038271U
130900 1446 173



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.

3.6 External Features

3.6.1 Fences shall be designed and constructed to the approval of Hidden Valley Australia.

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.

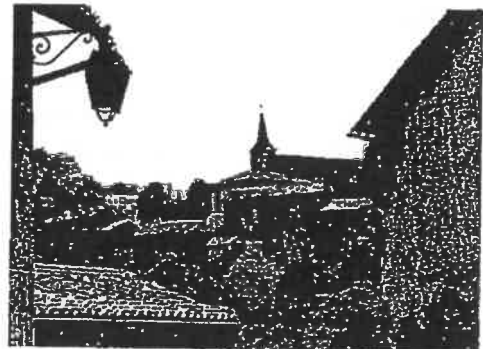
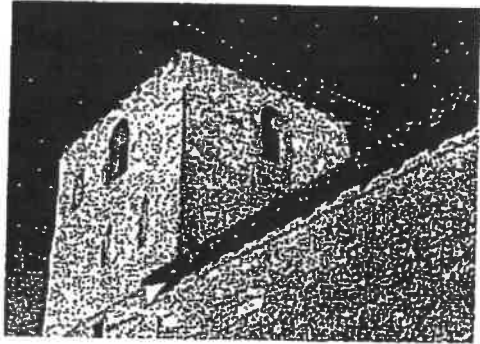
3.6.3 Solid roofs to verandahs will be terracotta or concrete Roman (or "cove") tiles in a colour approved by Hidden Valley Australia. No corrugated and/or metal products will be allowed.

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;

X038271U
130900 1446 173



DX038271U-29-3

- 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 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 limited to informal groupings of species indigenous to the Valley.

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.

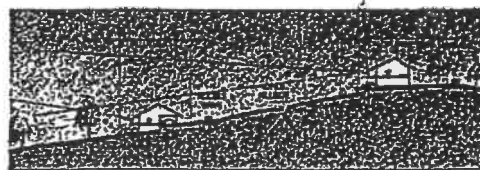
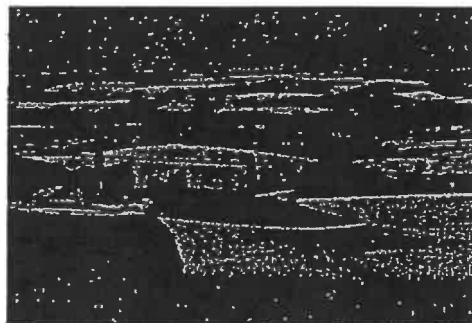
4.3 Golf Links Lots

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).

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.



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APPENDIX 1 - Schedule of Suitable Tree Species

Indigenous/Native Species

Acacia melanoxylon
Eucalyptus dives
Eucalyptus gonicalyx
Eucalyptus radiata

Blackwood
Broadleaf Peppermint
Long-leaved Box
Narrow-leaved Peppermint

Mediterranean/exotic species

Ainus cordata
Arbutus x andrachnoides
Cupressus sempervirens
Genista aetnensis
Gleditsia triacanthos 'Shademaster'
Olea europa var. communis
Populus yunnanensis
Pyrus ussuriensis
Pyrus calleryana 'Bradford'

Italian Alder
Strawberry Guava
Italian Cypress
Etna Broom
Honey Locust
Olive
Yunnan Poplar
Manchurian Pear
Bradford Pear



DX038271U-31-5

X038271U
130900 1446 173



From www.planning.vic.gov.au at 04 October 2022 04:28 PM

PROPERTY DETAILS

Address: **89 VALLEY DRIVE WALLAN 3756**
 Lot and Plan Number: **Lot 460 PS432897**
 Standard Parcel Identifier (SPI): **460\PS432897**
 Local Government Area (Council): **MITCHELL**
 Council Property Number: **112300**
 Directory Reference: **Melway 628 G12**

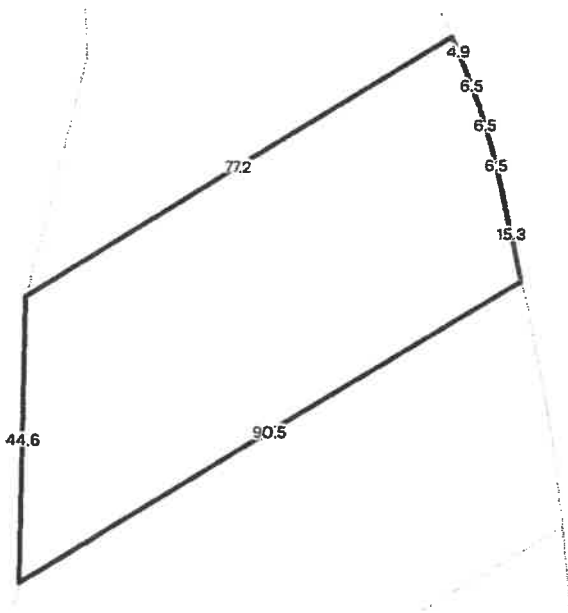
www.mitchellshire.vic.gov.au

**This property is in a designated bushfire prone area.
 Special bushfire construction requirements apply. Planning provisions may apply.**

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>

SITE DIMENSIONS

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



Area: 3207 sq. m

Perimeter: 252 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 off [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 VICTORIA**
 Legislative Assembly: **YAN YEAN**

PLANNING INFORMATION

Planning Zone [COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)
[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 1 \(CDZ1\)](#)
Planning Overlay [BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)
[BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1 \(BMO1\)](#)

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 Read the full disclaimer at <https://www2.delve.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)

PROPERTY REPORT

Planning scheme data last updated on 30 September 2022.

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>

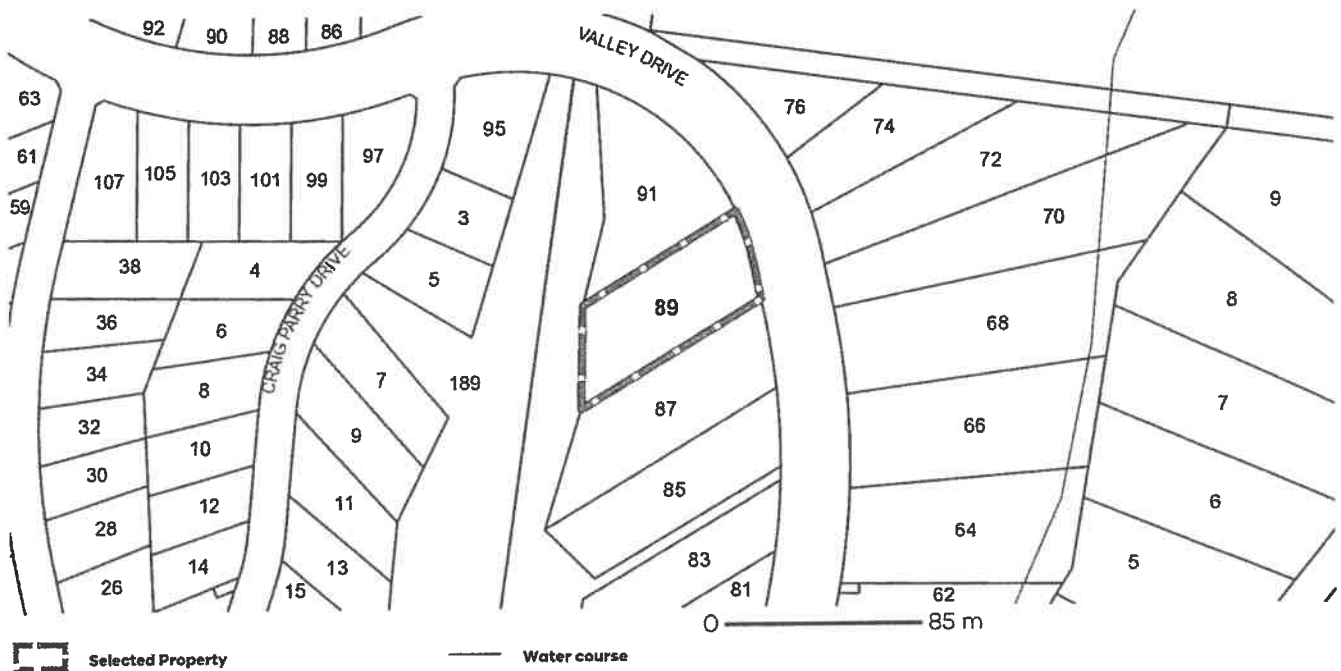
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates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

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

Area Map



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.

37.02-3
31/07/2018
VC148

Subdivision

Permit requirement

A permit is required to subdivide land.

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

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: <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. 	Clause 59.02

Application requirements

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.

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: Clause 59.04

- 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.

Transitional provisions

Clause 58 does not apply to:

- 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.

MITCHELL PLANNING SCHEME

31/07/2018
VC148

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

44.06
31/07/2018
VC148

BUSHFIRE MANAGEMENT OVERLAY

Shown on the planning scheme map as **BMO** with a number (if shown).

Purpose

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

To ensure that the development of land prioritises the protection of human life and strengthens community resilience to bushfire.

To identify areas where the bushfire hazard warrants bushfire protection measures to be implemented.

To ensure development is only permitted where the risk to life and property from bushfire can be reduced to an acceptable level.

44.06-1
19/09/2017
VC132

Bushfire management objectives and application of schedules

A schedule to this overlay must contain a statement of the bushfire management objectives to be achieved for the area affected by the schedule and when the requirements within it apply.

44.06-2
08/08/2019
VC159

Permit requirement

Subdivision

A permit is required to subdivide land. This does not apply if a schedule to this overlay specifically states that a permit is not required.

Buildings and works

A permit is required to construct a building or construct or carry out works associated with the following uses:

- Accommodation (including a Dependent person's unit)
- Education centre
- Hospital
- Industry
- Leisure and recreation
- Office
- Place of assembly
- Retail premises
- Service station
- Timber production
- Warehouse

This does not apply to any of the following:

- If a schedule to this overlay specifically states that a permit is not required.
- A building or works consistent with an agreement under Section 173 of the Act prepared in accordance with a condition of permit issued under the requirements of Clause 44.06-5.
- An alteration or extension to an existing building used for a dwelling or a dependent person's unit that is less than 50 percent of the gross floor area of the existing building.
- An alteration or extension to an existing building (excluding a dwelling and a dependent person's

unit) that is less than 10 percent of the gross floor area of the existing building.

- A building or works with a floor area of less than 100 square metres not used for accommodation and ancillary to a dwelling.
- A building or works associated with Timber production provided the buildings or works are not within 150 metres of Accommodation or land zoned for residential or rural residential purposes.

44.06-3

11/04/2019
VC156

Application requirements

Unless a schedule to this overlay specifies different requirements, an application must be accompanied by:

- A **bushfire hazard site assessment** including a plan that describes the bushfire hazard within 150 metres of the proposed development. The description of the hazard must be prepared in accordance with Sections 2.2.3 to 2.2.5 of AS3959:2009 Construction of buildings in bushfire prone areas (Standards Australia) excluding paragraph (a) of section 2.2.3.2. Photographs or other techniques may be used to assist in describing the bushfire hazard.
- A **bushfire hazard landscape assessment** including a plan that describes the bushfire hazard of the general locality more than 150 metres from the site. Photographs or other techniques may be used to assist in describing the bushfire hazard. This requirement does not apply to a dwelling that includes all of the approved measures specified in Clause 53.02-3.
- A **bushfire management statement** describing how the proposed development responds to the requirements in this clause and Clause 53.02. If the application proposes an alternative measure, the bushfire management statement must explain how the alternative measure meets the relevant objective.

If in the opinion of the responsible authority any part of these requirements is not relevant to the assessment of an application, the responsible authority may waive, vary or reduce the requirement.

44.06-4

31/07/2018
VC148

Requirements of Clause 53.02

An application must meet the requirements of Clause 53.02 unless the application meets all of the requirements specified in a schedule to this overlay.

A schedule to this overlay may specify substitute approved measures, additional alternative measures and additional or substitute decision guidelines for the purposes of Clause 53.02.

44.06-5

31/07/2018
VC148

Mandatory condition

Subdivision

A permit which creates a lot for a single dwelling on land zoned for residential or rural residential purposes must include the following condition:

“Before the statement of compliance is issued under the Subdivision Act 1988 the owner must enter into an agreement with the responsible authority under Section 173 of the Planning and Environment Act 1987. The agreement must:

- *State that it has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-2 of the [*insert name of applicable planning scheme] Planning Scheme.*
- *Incorporate the plan prepared in accordance with Clause 53.02-4.4 of this planning scheme and approved under this permit.*
- *State that if a dwelling is constructed on the land without a planning permit that the bushfire protection measures set out in the plan incorporated into the agreement must be implemented and maintained to the satisfaction of the responsible authority on a continuing basis.*

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

This does not apply:

- If a schedule to this overlay specifies that a Section 173 Agreement is not required.
- Where the relevant fire authority states in writing the preparation of an agreement under Section 173 of the Act is not required for the subdivision.
- For the subdivision of the land into lots each containing an existing dwelling or car parking space.

A permit to subdivide land must include any condition specified in a schedule to this overlay.

Buildings and works

A permit to construct a building or construct or carry out works must include the following condition:

"The bushfire protection measures forming part of this permit or shown on the endorsed plans, including those relating to construction standards, defensible space, water supply and access, must be maintained to the satisfaction of the responsible authority on a continuing basis. This condition continues to have force and effect after the development authorised by this permit has been completed."

A permit allowing a dwelling to be constructed to the next lower bushfire attack level in accordance with AM1.2 in Clause 53.02-3 must include the following condition:

"Before the development starts, the owner must enter into an agreement with the responsible authority under section 173 of the Planning and Environment Act 1987 to provide for the following:

- *A dwelling constructed in accordance with planning permit [*insert planning permit reference] must not be occupied until a private bushfire shelter (a Class10c building within the meaning of the Building Regulations 2006) is:*
 - *Constructed on the same land as the dwelling.*
 - *Available for use by the occupants of the dwelling at all times.*
 - *Maintained in accordance with the requirements of the building permit issued for that private bushfire shelter.*

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

A permit to construct a building or construct or carry out works must include any condition specified in a schedule to this overlay.

44.06-6

19/09/2017
VC132

Referral of applications

An application must be referred under Section 55 of the Act to the person or body specified as the referral authority in Clause 66.03, unless a schedule to this overlay specifies otherwise.

44.06-7

31/07/2018
VC148

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, unless a schedule to this overlay specifies otherwise.

A schedule to this overlay may specify that notice be given to any person or body in accordance with section 52(1)(c) of the Act.

44.06-8

31/07/2018
VC148

Decision guidelines

Before deciding on an application, in addition to the decision guidelines in Clause 53.02 and Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- Any other matters specified in a schedule to this overlay.

44.06-9

19/09/2017
VC132

Transitional arrangements

The requirements of Clause 44.06 Bushfire Management Overlay do not apply to a single dwelling, or a dependent person's unit, when a permit under the *Building Act 1993* was issued before the commencement of Amendment GC13, if:

- vegetation is managed to accord with the bushfire attack level assessment undertaken at the time the building permit was issued; and
- a static water supply of:
 - 2500 litres on lots of 500 square metres or less
 - 5000 litres on lots of more than 500 square metres, is provided to the satisfaction of the responsible authority.
- no permit was required for such development under Clause 44.06 before the commencement of Amendment GC13.

From www.planning.vic.gov.au at 04 October 2022 04:29 PM

PROPERTY DETAILS

Address: **89 VALLEY DRIVE WALLAN 3756**
 Lot and Plan Number: **Lot 460 PS432897**
 Standard Parcel Identifier (SPI): **460\PS432897**
 Local Government Area (Council): **MITCHELL**
 Council Property Number: **112300**
 Planning Scheme: **Mitchell**
 Directory Reference: **Melway 628 G12**

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 VICTORIA**
 Legislative Assembly: **YAN YEAN**

OTHER

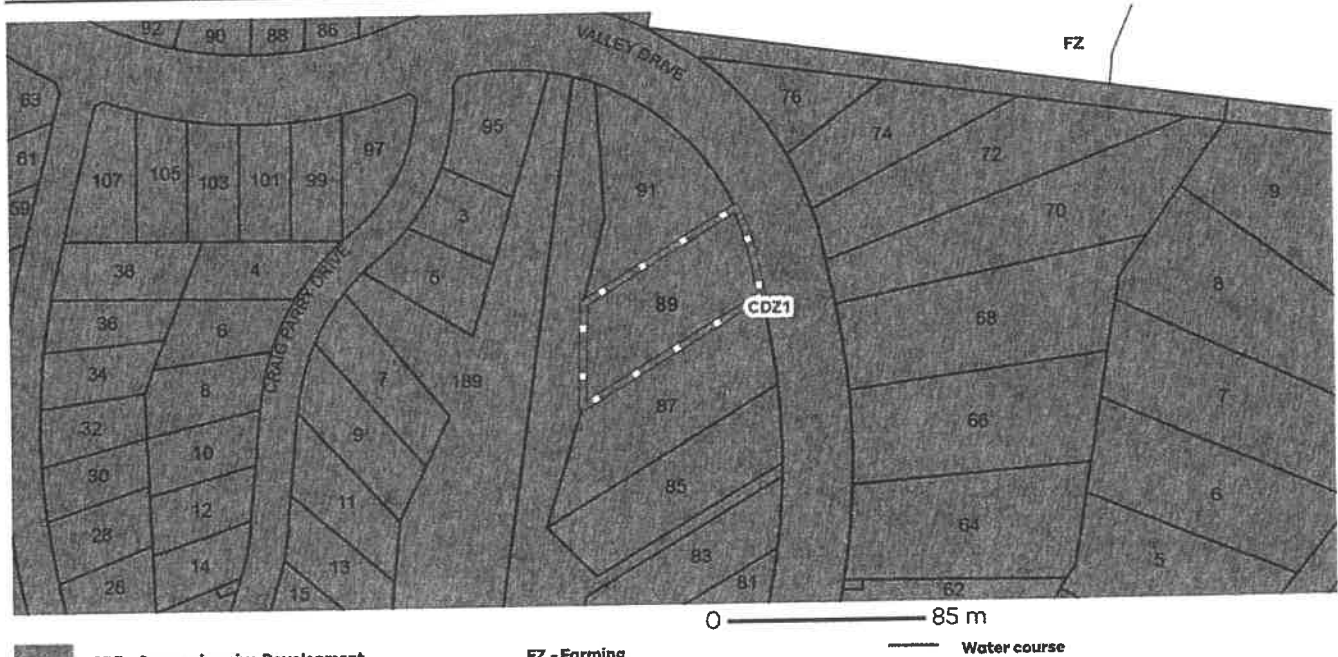
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

COMPREHENSIVE DEVELOPMENT ZONE (CDZ)

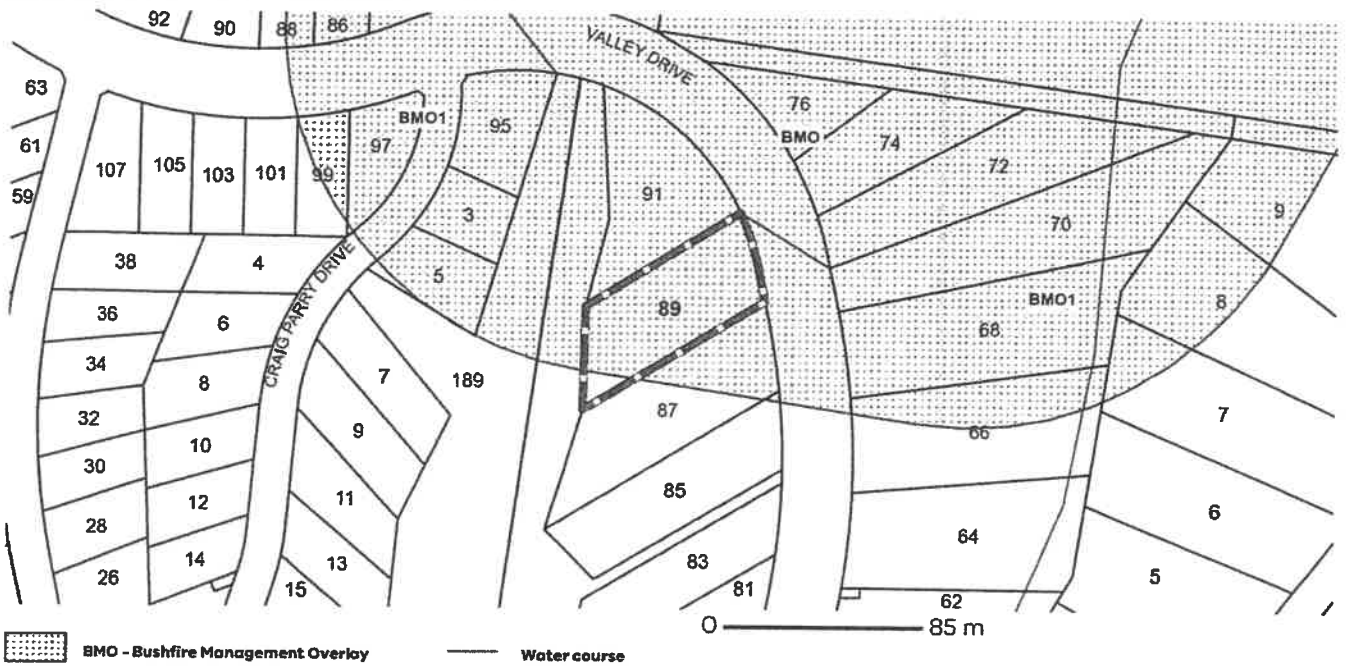
COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 1 (CDZ1)



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

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO) BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1 (BMO1)

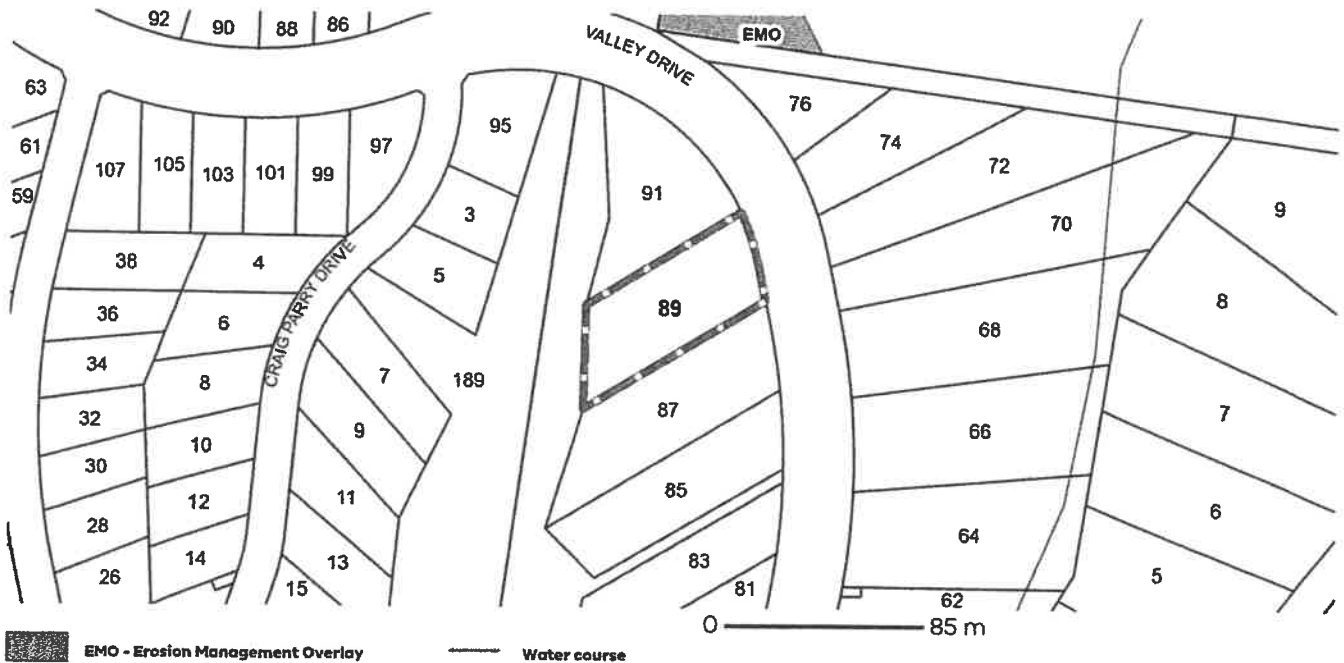


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

EROSION MANAGEMENT OVERLAY (EMO)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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 Read the full disclaimer at <https://www.delwv.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)

Further Planning Information

Planning scheme data last updated on 30 September 2022.

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>

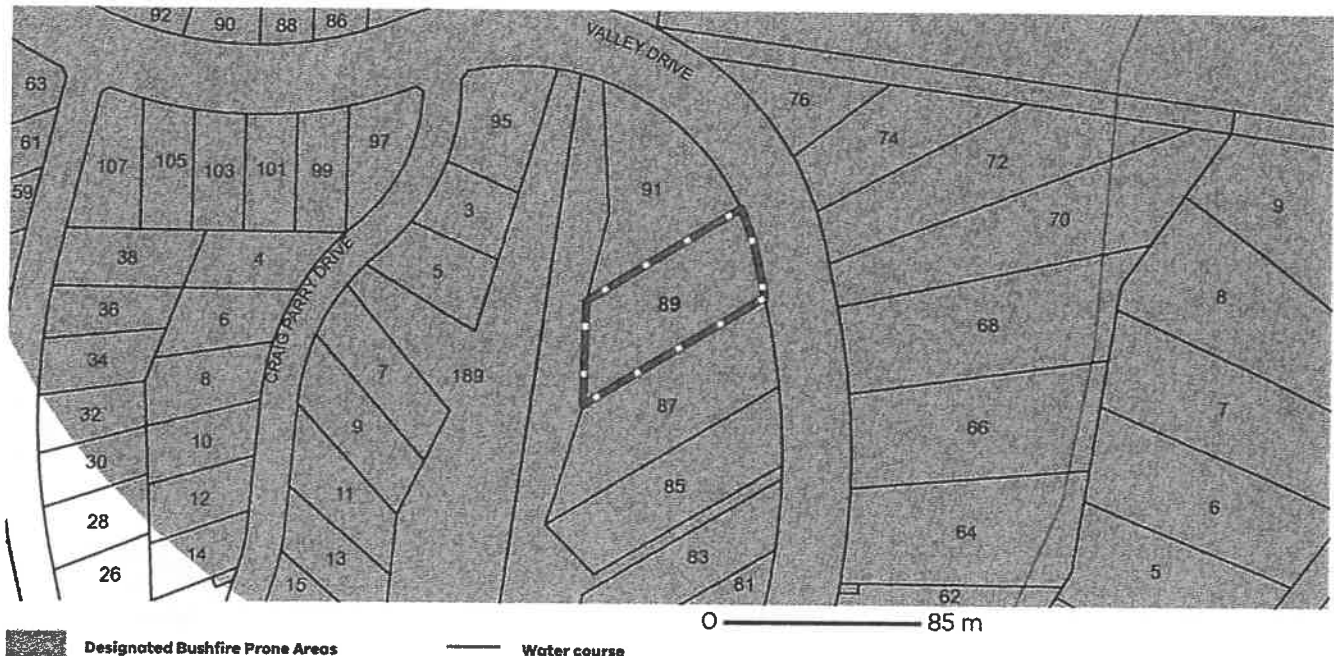
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

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

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

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

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)

113 High Street, Broadford VIC 3658
T (03) 5734 6200
F (03) 5734 6222

E mitchell@mitchellshire.vic.gov.au
www.mitchellshire.vic.gov.au
ABN 27 352 592 142

Late payments will be charged interest at 10%pa

Valuations, Rates and Charges

1 July 2022 to 30 June 2023



W Van Meurs & M B Van Meurs
89 Valley Drive
WALLAN VIC 3756



025
1009677
R2_695

Property 89 Valley Drive, WALLAN VIC 3756
L460 PS432897M V10562 F193

Site Value	\$402,000	Market Level Date	01/01/2022
Net Annual Value	\$39,650	Valuation Effective Date	01/07/2022
Capital Improved Value (CIV)	\$793,000		

COUNCIL: Rates and Charges 2022/2023

Standard Garbage Charge	1 x \$492.00	\$492.00
Gen Rate - General Land	\$793,000 x 0.002329	\$1,846.80
Municipal Charge	1 x \$231.7	\$231.70
Total Council Rates and Charges 2022/2023		\$2,570.50

STATE GOVERNMENT: Fire Services Property Levy 2022/2023

AVPCC: 110 - Detached Dwelling		
Fire Service Levy Residential Fixed	1 x \$117	\$117.00
Fire Service Levy Residential Variable	\$793,000 x 0.000053	\$42.00
Total State Government Fire Services Property Levy 2022/2023		\$159.00

Payments received after 25/08/2022 have not been deducted from the amount due on this notice.

Total Amount Payable

\$2,729.50

For more payment options please turn over. If you are having difficulties paying please contact Council.



Bill Code: 93807
Ref: 1123009



Bill Code: 93807
Ref#: 1123009
INTERNET Go to www.bpoint.com.au
PHONE: Phone 1300 BPOINT



Billpay Code: 9190
Ref: 1123 0036



View and pay this bill using internet banking

BPayView Registration No.: 1123009

To pay this bill - visit any Post Office, phone 13 18 16, or go to postbillpay.com.au.



*71 190 112300 36

Receive your rates notices via email

Register now at mitchellshire.enotices.com.au

with eNotices reference number

CA83138F6L



Resource Recovery
Centre Vouchers
2022/23

You can use your Resource Recovery Centre Voucher five times with each scan worth \$40. You choose what to use it on - green, hard or general waste. Valid to 30 September 2023. Please turn over for QR code and further information.

Your quarterly bill



495903-001 003008(6015) D025 H1

MR W & MRS M VAN MEURS
89 VALLEY DR
WALLAN VIC 3756

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 07 0631 2264
Invoice number 0703 2769 43967
Issue date 19 Sep 2022

Property address 89 VALLEY DR
WALLAN
Property reference 1645500, LOT 460

Tax Invoice Yarra Valley Water ABN 93 066 902 501

Summary

Previous bill	\$199.92
Payment received thank you	-\$199.92
Balance carried forward	\$0.00
This bill	
Usage charges	
Water usage	\$42.24
Sewage disposal	\$17.39
Service charges	
Water supply system	\$19.90
Sewerage system	\$113.69
Other authority charges	
Waterways	\$15.17
Total this bill (GST does not apply)	\$208.39
Total balance	\$208.39



Rec No. E 0209007818
NAB on 6/10

- Usage charges
- Service charges
- Other authority charges

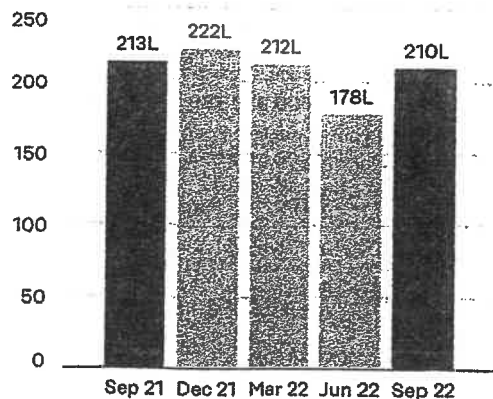
Your daily spend



Excludes other authority charges.

Your household's daily water use

Target 155L of water use per person, per day.



Average use in litres per day.



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](http://consumer.vic.gov.au/duediligencechecklist) on the [Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

WILLIAM VAN MEURS AND MARIA BERDINA VAN MEURS

VENDORS STATEMENT

Property: 89 Valley Drive, Wallan VIC 3756

Kilmore Property Transfers
P.O. Box 251
Kilmore Vic 3764
Ph: 0357822659
Mobile: 0431582262
Email: info@kilmoreconveyancing.com.au