

CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008 filled up by the Vendor and/or the Vendor's Estate Agent named herein

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the:

- Particulars of sale
- Special conditions, if any
- General conditions and the
- Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the Sale of Land Act 1962 is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

SIGNING OF THIS CONTRACT

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 this contract comprising:

- Form 1 (Contract of Sale of Real Estate-----Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate-----General Conditions);
- Vendor's Statement

SIGNED BY THE PURCHASER on...../...../20

print name of person signing:

state nature of authority if applicable

(e.g. "director", "attorney under power of attorney")

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

SIGNED BY THE VENDOR on...../...../20

print name of person signing:

State nature of authority if applicable

(e.g. "director", "attorney under power of attorney")

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

IMPORTANT NOTICES TO PURCHASER OF "OFF THE PLAN" PROPERTIES

SUBDIVISIONS

The purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract up to and including (but not exceeding) an amount equal to 10% of the purchase price of the lot.

A substantial amount of time may elapse between the day on which the purchaser signs the contract of sale and the day on which the purchaser becomes the registered proprietor of the lot, and

The value of the lot may change between the day on which the purchaser signs the contract for sale of that lot and the day on which the purchaser becomes the registered proprietor.

(This information is provided to the purchaser under section 9AA(1A) of the *Sale of Land Act 1962*.)

Cooling-off period

Section 31 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 notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS – The 3-day cooling-off period does not apply if-

- you bought the property at or within the 3 clear business days **before or after** a publicly advertised auction;
- the property is used mainly for industrial or commercial purposes;
- the property is more than 20 hectares in size and is used mainly for farming;
- you and the vendor previously signed a similar contract for the same property, or
- you are an estate agent or a corporate body.

PARTICULARS OF SALE

REAL ESTATE AGENT: **WILSON PARTNERS REAL ESTATE**
Shop 7, 79 High Street
WALLAN VIC 3756
PH: 5783 2233 FAX: 5783 3323

VENDOR: **ANDREW GEORGE NAISH &
BRIONNE ADELLE NAISH**
10 The Heights WALLAN VIC 3756

VENDORS **Sargeants Wallan**
CONVEYANCER: Conveyancing and Property Transfer Specialists
PO BOX 542 WALLAN 3756
Tel: 5783 1655 Fax: 5783 1755

PURCHASER:

PURCHASERS
CONVEYANCER:

STREET ADDRESS: 10 THE HEIGHTS WALLAN VIC 3756

LAND BEING SOLD: That part of the land which is currently fenced and/or occupied by the Vendor and contained only within the land described in
Certificate of Title VOLUME 10760 FOLIO 358

GOODS: All fixed floor coverings, electric light fittings, windows furnishings

PRICE \$

DEPOSIT \$ due / / of which \$ has been paid

BALANCE \$

PAYMENT OF BALANCE is due on / / 2019

Being the **SETTLEMENT DATE** or earlier by mutual agreement and is the date upon which vacant possession of the property and chattels/receipt of the rents and profits shall be given, namely upon acceptance of Title and payment of the whole of the purchase price.

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

GST (refer to general condition 13)

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

If this is a sale of a 'farming business' or a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

Settlement

is due on date for the PAYMENT OF BALANCE as set out in the PARTICULARS OF SALE unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is later.

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box

and refer to general condition 23 and add any further provisions by way of special conditions

Encumbrances

This sale is NOT subject to the Purchaser taking over the Vendor's existing mortgage unless the words '**subject to existing mortgage**' appear in this box

If the sale is '**subject to an existing mortgage**' then particulars of the mortgage are:

Special conditions

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

Special conditions

Loan (refer to general conditions 14)

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan Amount:

Approval date:

THE SPECIAL CONDITIONS REFERRED TO IN THE CONTRACT

1. IDENTITY OF THE LAND SOLD

The purchaser admits that the land as offered for sale, occupied by the vendor and inspected by the purchaser is identical to that described in the Title particulars as the LAND BEING SOLD in the Vendor Statement. The purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land, or call upon the vendor to move any fences or amend the title or bear all or any part of the cost of doing so.

2. PLANNING

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof.

3. BUILDINGS AND GOODS

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors Title and the purchaser shall not claim any compensation whatsoever from the vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

4. RESTRICTIONS

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are disclosed or not. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.

5. WARRANTIES and EXCLUSIONS

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those that will be embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this contract and signed by the vendor.

6. INTEREST AND COSTS PAYABLE ON DEFAULT

If the purchaser defaults in payment of any money under this Contract then interest at the rate of sixteen percent per annum shall be paid by the purchaser to the vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of each and every default is the sum of \$550-00 (inclusive of GST) together with a further sum of \$550-00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

7. GOODS

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their condition and any deficiencies. The purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

8. DELIVERY OF TRANSFER

The late delivery of the Transfer of Land pursuant to General Condition 6 shall be a default under this contract.

9. SETTLEMENT

The failure to settle pursuant to General Condition 10.3 shall be a default under this contract pursuant to General Condition 27.

10. PURCHASER RESIDENT OF OR ENTITLED TO PURCHASE LAND IN AUSTRALIA

In the event that the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this contract, the purchaser hereby warrants that he has when required by law, obtained the approval of the Treasurer of the Commonwealth of Australia and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer, has received a statement of non-objection by the Treasurer or submits evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisition and Takeovers Act 1975. The purchaser further acknowledges that in the event that this warranty is untrue in any respect the purchaser hereby indemnifies the vendor against any loss which the vendor may suffer as a result of the vendor having relied on this warranty when entering into this contract including any consequential loss.

11. BANK CHEQUES

Cash, Cheques drawn on a Bank or the electronic transfer in the form of cleared funds shall be the only legal tender acceptable at the settlement and the word "Bank" shall be substituted for the words "an authorised deposit taking institution" in General Condition 11.4 (b).

12. SETTLEMENT

The purchaser acknowledges that at the settlement date, the Certificate of Title relating to the land may not have issued from the Land Titles Office and/or may not be available to be handed over to the purchaser at the settlement. The purchaser shall accept in lieu of the Certificate of Title relating to the land, a Transfer of Land with an Order to Register endorsed thereon by the controlling party directing the Land Titles Office to issue the Certificate of Title to the purchaser or any other person nominated by the purchaser.

13. GST

If the purchaser is required to pay GST, then the GST and all other money as set out below, shall be deemed to be part of the purchase price and the vendor shall retain an equitable interest in the land hereby sold until all GST, interest, penalties, costs and all other money due to the vendor under any written or oral agreement has been paid in full.

14. MERGER

All terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the contract, which remain to be performed on the part of the purchaser or are capable of having effect on the part of the purchaser after the final settlement, shall remain in full force and effect notwithstanding the settlement and all those provisions shall not merge in the Transfer of Land instrument or registration. However, all terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the contract, to be performed on the part of the vendor and all other rights whatsoever and howsoever arising either in law or in equity that may have inured to the purchaser in law or in equity, shall cease to have any effect whatsoever and shall merge absolutely in the Transfer of Land instrument or registration.

15. STAMP DUTY

If the vendor or his agent has provided an estimate of the amount of stamp duty payable by the purchaser, the vendor gives no warranty nor does he make any representation as to the actual amount of stamp duty that may be payable by the purchaser.

16. STAMP DUTY - MORE THAN ONE PURCHASER

- (a) If there is more than one purchaser, it is the purchaser's sole responsibility to ensure that this contract correctly records as at the day of sale, the proportions in which they are buying the property ("the proportions")

Name:%
.....%

Name:%
Total
100%

- (b) If the proportions recorded in the Transfer of Land differ from those recorded in the contract,
it is the purchaser's responsibility to pay any additional Stamp Duty which may be assessed
as a result of the variation.
(c) The purchasers shall fully indemnify the vendor, the vendor's agent and the vendor's conveyancer or representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the contract or any other matter whatsoever.
(d) This Special Condition shall not merge on completion of this contract.

17. ACCEPTANCE OF TITLE

General Condition 12.4 will be added to the General Conditions in the contract.

Where the purchaser is deemed by Section 27(7) of the Sale of Land (Deposits) Act 1962 to have given the deposit release authorisation referred to in Section 27(1), the purchaser is also deemed to have accepted the vendor's Title in the absence of any prior express and specific objection to the vendor's Title.

18. DEPOSIT BOND

The deposit cannot be paid in whole or in part by way a Deposit Bond unless the contract of sale includes a special condition setting out all the requirements in relation to the terms of the bond, the delivery of the bond and the renewal of the bond.

19. NON PAYMENT OF THE WHOLE OR PART OF THE DEPOSIT

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option.

General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due.

20. INTERPRETATION AND AMENDMENT OF THE GENERAL CONDITIONS

The following General Conditions shall not apply to this contract - 2, 5, 7, 8, 9, 11.5, 12.1 (c), 23, 24.4, 24.5, 24.6 and 28.3 (c)

The following General Conditions are amended as follows:-

6. Delete "and if requested by the Purchaser, must provide a copy of that document at least 3 days before settlement".
- 11.4.(b) Delete "authorised deposit-taking institution and insert "Bank"
- 11.6 Delete "three Bank cheques" and Insert "six Bank cheques"
20. Add following the word "company" - "and if the guarantee is not provided within 14 days of the request the purchaser shall be in default"
25. Delete "party" where it first appears and insert "purchaser"

26. Delete " 2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983**" and insert "16%".
- 27.1 Add following the word "notice" - "save that if the deposit is not paid by the due date then notwithstanding anything to the contrary this contract shall be immediately voidable by the vendor by giving the purchaser notice in writing at any time before the full deposit is paid by cleared funds to the vendor."
- 28.3 (a) Delete "and be paid any interest and reasonable costs under the contract" and insert "only".
- 28.4(a) the words "the deposit up to 10% of the price" shall be deleted and insert "10% of the purchase price" and add at the end "the purchaser grants an equitable charge over all his real estate as security for the said 10% of the purchase price.

Wherein appearing the singular shall include the plural, the male gender shall include the female gender or a body corporate.

21. SOLAR PANELS

The vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state of repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

22. FOREIGN RESIDENT CAPITAL GAINS TAX

If the PRICE in this contract is \$750,000-00 or more the purchaser agrees to comply with the REIV (Law Institute of Victoria) **Special Condition 1B - Foreign resident capital gains withholding** September 2014.

Wherein appearing the singular shall include the plural, the male gender shall include the female gender or a body corporate.

EC

23 – ELECTRONIC CONVEYANCING

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 23 applies, if the box is marked "EC"

23.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

23.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special Condition 23 ceases to apply when such notice is given.

23.3 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 or 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*
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*
- 23.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

23.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

23.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

23.7 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 special condition 2.6 has not occurred by 4:00pm, or 6:00pm if the nominated time for settlement is after 4:00pm.

23.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the receipt of any mistaken payment and to recover the mistaken payment.

23.9 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 purchasers nominee on notification of settlement by the vendor, the vendors subscriber or the Electronic 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 vendors subscriber or, if there is no vendors subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendors address set out in the contract, and

(d) direct the vendors subscriber to give (or, if there is no vendors subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchasers nominee on notification of settlement by the Electronic Network Operator.

23.10 the vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

24. GST WITHHOLDING

24.1 In this special condition, section references are to Schedule 1 of the *Taxation Administration Act 1953* (Cwth) as amended by *Treasury Laws Amendment (2018 Measures No. 1) Act 2018* (Cwth) and asterisked terms have the same meanings as when used in that schedule.

24.2 If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least seven days before settlement.

24.3 If section 14-250 requires the recipient of supply to withhold an amount ('withholding sum') from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must:

- a. Complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum; and
- b. At settlement, comply with Section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum; or
- c. On the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner.

- 24.4 If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.
- 24.5 An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.
- 24.6 Except as expressly set out in this special condition, the rights and obligations of the parties under the Contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.
- 24.7 In this special condition, 'settlement' means the time when the first *consideration for the *supply (other than consideration provided as a deposit) is first provided.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

- 1.1 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of part II of that Act.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980, save that General Condition 12.4 has been added.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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 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.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of the Act.
- 2.6 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.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the Building Act 1993 have the same meaning in general condition 2.6.

3. Identity of the land

- 3.1 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.
- 3.2 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.

4. Services

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. 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.

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

- 7.1 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.

- 7.2** 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 7.4, 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.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must—
(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
(b) keep the date of birth of the vendor secure and confidential.
- 7.4** 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.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any 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 \$6000 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.
- 7.6** 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 7.5 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.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(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.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(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.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** 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 7.11.
- 7.13** If settlement is delayed under general condition 7.12, 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.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.
- 8. 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.
- 9. General law land**
- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** 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.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.
- MONEY**
- 10. Settlement**
- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 11. Payment**
- 11.1 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.
- 11.2 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 or 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.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959** (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 12. Stakeholding**
- 12.1 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 do 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.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 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.
- 13. GST**
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) 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
 - (b) if 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 a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
 13.6 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.
 13.7 This general condition will not merge on either settlement or registration.
 13.8 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.
- 14. Loan**
- 14.1 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.
 14.2 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 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.
 14.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 15. Adjustments**
- 15.1 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 adjustment paid and received as appropriate.
 15.2 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.
- TRANSACTIONAL**
- 16. Time**
- 16.1 Time is of the essence of this contract.
 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- 17. Service**
- 17.1 Any document sent by
 (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 (b) 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**.
 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
 (a) personally; or
 (b) by pre-paid post; or
 (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 (d) by email.
 17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or 'serve' or any other expression is used.
- 18. Nominees**
- The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 19. 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 default by a proprietary limited company purchaser.
- 20. 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.
- 21. Notices**
- 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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 22. 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.
- 23. Terms contract**
- 23.1 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

- 23.2 to be applied in or towards discharging the mortgage.
- 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; insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.
- 24. Loss or damage before settlement**
- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 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.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 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 24.2 at settlement.
- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.
- 25. 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**
- 26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.
- 27. Default notice**
- 27.1 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.
- 27.2 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 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.
- 28. Default not remedied**
- 28.1 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.
- 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.
- 28.3 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.
- 28.4 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.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE

I/We

of

(hereinafter called "the Guarantors" IN CONSIDERATION of the within named vendor selling to the within named Purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth HEREBY for ourselves our respective Executors and administrators COVENANT with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest, costs or other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the Purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

AS WITNESS our hands and seals the _____ day of _____ 20____

SIGNED SEALED AND DELIVERED

by the Guarantors

.....
in the presence of:

Witness

Sargeants - Wallan

Conveyancing and Property Transfer Specialists
PO Box 542 Wallan Vic 3756
Tel: 03 5783-1655 Fax: 03 5783-1755

VENDOR STATEMENT

VENDOR: Andrew George Naish and Brionne Adelle Naish
STREET ADDRESS: 10 The Heights WALLAN VIC 3756
LAND BEING SOLD: The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title VOLUME 10760 FOLIO 358

IMPORTANT NOTICES TO PURCHASER

The vendor makes this statement in respect of the land in accordance with Section 32 of the *Sale of Land Act 1962*. The statement must be signed by the vendor either personally or by his electronic signature.

FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed \$ 4,500.00
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the above amount.
- (c) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under that charge are as follows:- **NOT APPLICABLE**

INSURANCE

Damage or Destruction

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

Owner Builder

Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence.

NOT APPLICABLE

LAND USE - RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- (a) Easements affecting the land - as set out in the documents attached (if any)
- (b) Covenants affecting the land - as set out in the documents attached (if any)
- (c) Leases affecting the land - as set out in the documents attached (if any)
- (d) Other similar restrictions affecting the land - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, Lease or other similar restriction are :-

NONE TO THE VENDORS KNOWLEDGE

However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

ROAD ACCESS

There is access to the property by road

BUSHFIRE - PRONE AREA

- (1) The property is in a bushfire prone area within the meaning of the Regulations made under the *Building Act 1993* unless the attached Bushfire Prone Area Report states otherwise.
- (2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However you should conduct your own due diligence by searching the Victorian Government's Land Channel website.

PLANNING AND ROAD ACCESS - Information concerning any planning instrument -

- (a) Name of planning scheme is : **Mitchell Planning Scheme**
- (b) The name of the responsible authority is: **Mitchell Shire Council**
- (c) The zoning of the land is: **Comprehensive Development Zone – Schedule 1**
- (d) The name of any planning overlay affecting the land: **Bushfire Management Overlay**

The planning instrument does not prohibit the construction of a dwelling house on the land.

Overlays - Landslip - Vegetation - Mining - or other General information - **AS ATTACHED** (if any)

The Land may have been declared by a relevant authority to be in an area which is liable to flooding, mine subsidence, land slip or pest infestation.

NOTICES - Particulars of any notice, order, declaration, report, 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.

- (a) Any notice affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property
- (b) Any Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order is still in force)
- (c) **Agricultural chemicals**
Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992.
- (d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990.
- (e) **Compulsory acquisition**
Particulars of any notice of intention to acquire served pursuant to Section 6 of the *Land Acquisition and Compensation Act 1986*.
- (f) Notice issued by the Environment Protection Authority
- (g) Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995

NONE TO THE VENDORS KNOWLEDGE save as disclosed herein or in any Owners Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows :- **NOT APPLICABLE**

BUILDING APPROVALS

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).

AS ATTACHED (if relevant)

OWNERS CORPORATION

If the land is in a subdivision that has common property and there is thereby an owners corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant or available) is a copy of :-

- (a) A current Owners Corporation Certificate issued in respect of the land being sold;
- (b) The Owners Corporation Rules;
- (c) The Minutes of the most recent annual general meeting of the Owners Corporation and all resolutions made at that meeting;
- (d) The most recent accounts and balance sheet of the Owners Corporation and
- (e) A Statement of advice and information for prospective purchasers and lot owners.

NOTE - Not all Owners Corporations carry out all functions so therefore some documents may not be in existence.

GROWTH AREA INFRASTRUCTURE CONTRIBUTION

NOT APPLICABLE

SERVICES - Information concerning the supply of the following services -

THE FOLLOWING SERVICES ARE NOT CONNECTED

sewerage

telephone services

THE FOLLOWING SERVICES ARE CONNECTED

electricity supply

gas supply

water supply

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

TITLE

Attached are copies of the following documents:

Registered Title

A Register Search Statement

The document or part of the document referred to as the "diagram location" in that statement which identifies the land and its location.

DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

NOT APPLICABLE

DATE OF THIS STATEMENT
2019

Signature of Vendor

I agree that this Section 32 Statement and the documents herewith (including the Register Search Statement) must be updated at the expiration of six calendar months from the date of the Register Search Statement herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants.

I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure of all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been retained to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of:- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any registered or unregistered encumbrances not disclosed in this document. (c) any failure to obtain any necessary planning, building or other permits. (d) the property being affected by any environmental, Landslip, mining, flooding, fill, latent defects, bushfire attack or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property. (f) my occupation of any adjacent land which is not contained in the land being sold. (g) any buildings erected over any easements (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and (h) any proposal in relation to any other land which may directly and currently affect the property being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles, notices or documents including, but without limiting the generality of the forgoing, any information, conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1996 as amended and/or any other Act or regulation.

INSURANCE

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

PURCHASER'S ACKNOWLEDGMENTS

The purchaser hereby acknowledges being given this statement signed by the vendor with all the attached documents and a **DUE DILIGENCE CHECKLIST** before the purchaser signed the contract

DATE OF ACKNOWLEDGMENT

2019

Signature of Purchaser

NOTICE The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following **reasonably foreseeable losses** and expenses which the purchaser shall be required to pay to the vendor in addition to any interest payable in accordance with the terms of the contract.

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
- (b) Interest payable by the vendor under any existing mortgage over the property sold, calculated from the due date;
- (c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- (d) Costs and expenses as between vendor's conveyancer and/or solicitor and the vendor.
- (e) Penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
- (f) all commissions, fees and advertising expenses payable to the vendor's Real Estate Agent.



Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

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

Page 1 of 1

VOLUME 10760 FOLIO 358

Security no : 124079889611U
Produced 23/10/2019 01:57 PM

LAND DESCRIPTION

Lot 371 on Plan of Subdivision 510635L.

PARENT TITLES :

Volume 10552 Folio 606 Volume 10650 Folio 651

Created by instrument PS510635L 28/10/2003

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

ANDREW GEORGE NAISH

BRIONNE ADELLE NAISH both of 35 STENSON ROAD KEALBA VIC 3021
AL916090X 27/05/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR091102K 04/06/2018
BENDIGO AND ADELAIDE BANK LTD

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
AC398032Y 13/10/2003

AGREEMENT Section 173 Planning and Environment Act 1987
AC398033W 13/10/2003

DIAGRAM LOCATION

SEE PS510635L 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: 10 THE HEIGHTS WALLAN VIC 3756

ADMINISTRATIVE NOTICES

NIL

eCT Control 18057S BENDIGO BANK
Effective from 04/06/2018

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Land Use Victoria.

Document Type	Instrument
Document Identification	AC398032Y
Number of Pages (excluding this cover sheet)	36
Document Assembled	23/10/2019 13:59

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.



AC398032Y

13/10/2003 \$59

173



**APPLICATION BY A
RESPONSIBLE AUTHORITY,
RELEVANT AUTHORITY,
REFERRED AUTHORITY OR COUNCIL
FOR THE MAKING OF A RECORDING
OF AN AGREEMENT**

Section 181(1) Planning and Environment Act 1987

Lodged by:

Name: TOMKINSON

Phone: - 9686 5488

Address: Suite 404, 4th floor
370 St.Kilda Road
Melbourne 3004

Ref: 5566/50

Customer Code: 1508E

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

Land: Lots 361 to 380 (both inclusive) on PS510635L being part of the land contained in Certificates of Title Volume 10552 Folio 606 and Volume 10650 Folio 651.

Now = V. 10760 F. 348 to 367 (B) NN 2-II-03.

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: 9/10/03

R. Strates

Signed for and on behalf of the Authority
Mitchell Shire Council

RICHARD STRATES
Name of Officer



DAC398032Y-1-1

PLANNING MANAGER
Position Held

ch 17/10/03

HIDDEN VALLEY AUSTRALIA PTY LTD
ACN 077 640 469
"Hidden Valley"

MITCHELL SHIRE COUNCIL
"Council"

SECTION 173 AGREEMENT

"The Heights" Hidden Valley, 670 Northern Highway, Wallan, Victoria



DAC398032Y-2-9

Herbert | Geer & Rundle Lawyers

Level 21 385 Bourke Street Melbourne 3000 Australia
Telephone +613 9641 8718
Facsimile +613 9600 4412
Reference SJS:AAZ:1148950
Steven Smith

(Building Issues)

© Copyright Herbert Geer & Rundle

AC398032Y

13/10/2003 \$59

173



SECTION 173 AGREEMENT

TABLE OF CONTENTS

<i>Clause</i>	<i>Page</i>
1. DEFINITIONS AND INTERPRETATION.....	1
Definitions.....	1
Interpretation	2
Headings	3
Weekends and Holidays.....	3
2. OPERATION OF AGREEMENT	3
3. COVENANTS WHICH RUN WITH LAND.....	3
4. GUIDELINES	4
5. MODIFICATION OF GUIDELINES.....	4
6. GUIDELINES, PLANNING SCHEME AND LOCAL LAWS	4
7. ALLOTMENT COVENANTS	5
8. COMMUNITY INFRASTRUCTURE LEVY.....	6
9. REGISTRATION OF AGREEMENT.....	7
10. COSTS.....	7
11. NOTICES	8
12. GENERAL.....	9
13. FURTHER ASSURANCES.....	9

ANNEXURE A

Plan of Subdivision

ANNEXURE B

Guidelines

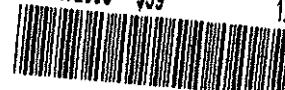


DAC398032Y-3-7

AC398032Y

13/10/2003 \$59

173



AC398032Y

13/10/2003 \$59

173

THIS AGREEMENT is made the 21st day of

August



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

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

ON THE BASIS THAT:

- A. The Owner is the owner of lots 361-380 (inclusive) on the Plan of Subdivision and being part of the land in Certificates of Title Volume 10650 Folio 651 and Volume 10552 Folio 606 being part of the property situated at 670 Northern Highway, Wallan, Victoria.
- B. The Council is the responsible authority for the administration and enforcement of the Mitchell Planning Scheme which applies to the Site (of which the Land forms part).
- C. The Planning Scheme permits the use and development of the Site for residential and other purposes.
- D. The Council has approved the Owner's proposed subdivision, development and use of the Land pursuant to the provisions of the Planning Scheme.
- E. The Land represents part of the Development.
- F. In order to advance the objectives of planning in Victoria, the parties desire to enter into this Agreement.

THE PARTIES AGREE THAT:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:



DAC398032Y-4-5

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 the Plan of Subdivision 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 by the Council for each Stage and which shall not exceed \$450.00



DAC398032Y-5-3

Comprehensive Development Plan	means the plan of the Development incorporated in the Planning Scheme
Design Review Panel	means the Hidden Valley Design Review Panel as constituted by Hidden Valley (or the Council) from time to time
Development	means the proposed development referred to in Recital C
Guidelines	means the covenants, design and control guidelines for the Land, a copy of which is annexed as Annexure B to this Agreement
Land	means lots 361-380 (inclusive) on the Plan of Subdivision
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
Plan of Subdivision	means plan of subdivision PS 510635L, a copy of which is annexed as Annexure A to this Agreement
Planning Scheme	means the Mitchell Planning Scheme or any amendment of it or any replacement planning scheme made by the Minister for Planning
Referral Authority	has the meaning given to it in the Act
Site	means all of the land owned by Hidden Valley at 670 Northern Highway, Wallan, Victoria

1.2 Interpretation

In this Agreement unless the contrary intention appears:

- (a) a reference to a person includes a reference to a corporation firm association or other entity, and vice versa;
- (b) the singular includes the plural and vice versa;
- (c) a reference to any gender includes a reference to all other genders;
- (d) a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;
- (e) an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally;
- (f) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

AC398032Y

13/10/2003 \$59

173



- (g) an agreement, representation or warranty made in favour of two or more persons is made for the benefit of them jointly and for each of them severally; and
- (h) if an act required to be done under this Agreement on or by a given day is done after 5:30 pm on that day, it is taken to be done on the following day.

1.3 **Headings**

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

1.4 **Weekends and Holidays**

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

2. OPERATION OF AGREEMENT

- 2.1 Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Act.
- 2.2 This Agreement shall come into force immediately upon execution by both parties.
- 2.3 This Agreement may only be ended in accordance with the Act, or pursuant to **Clause 2.4**.
- 2.4 If at any time after the expiration of **10 years** from the date of this Agreement, Hidden Valley no longer has a legal interest in the Site or the Development, and has not legally assigned its interest under this Agreement to a nominated successor for the purpose of the ongoing administration and enforcement of the Guidelines under **Clauses 4 and 5**, the Council may in its absolute discretion and without consultation with any party, and by notice in writing to the Owner of each Allotment:
 - (a) assume the role of Hidden Valley under **Clauses 4 and 5** of this Agreement; or
 - (b) unilaterally end the Agreement.

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

3. COVENANTS WHICH RUN WITH LAND

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

AC398032Y

13/10/2003 \$59

173



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

5. MODIFICATION OF GUIDELINES

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

GUIDELINES, PLANNING SCHEME AND LOCAL LAWS

The Guidelines (or, in the event of modification under Clause 5, the Guidelines as modified) are deemed to form part of this Agreement for the purposes of administration and enforcement of the Planning Scheme. However, if this



Ber & Rundle
ISO 401049v5



DAB398032Y-7-0

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:
 - (a) will not develop or use any Allotment except in accordance with the Guidelines as they may be amended, modified and varied at the direction of Hidden Valley in accordance with Clause 5.2 and the approval of the Design Review Panel. Without limitation, where the Owner is not Hidden Valley:
 - (i) it will not construct or permit to be constructed any residence or make any alteration to a residence without having obtained Hidden Valley's prior written consent to the concept plans and working drawings (including designs, specifications and landscaping);
 - (ii) all buildings to be constructed on an Allotment must be on the one certificate of title;
 - (iii) it will not construct or permit to be constructed any buildings or works (except driveways) outside the building envelope for the Allotment;
 - (b) where the Owner is not Hidden Valley, once construction of a residence on any Allotment starts, must not delay the completion of construction of the residence and must complete construction within 15 months after commencement of works;
 - (c) must not live on an Allotment until completion of construction of the residence;
 - (d) must not live in any garage or like structure on any Allotment;
 - (e) where the Owner is not Hidden Valley, must not use any Allotment for any purpose other than for the construction of and use as a residence;
 - (f) where the Owner is not Hidden Valley, must not construct any more than one residence on any Allotment without the prior written consent of Hidden Valley;
 - (g) where the Owner is not Hidden Valley, must not subdivide any Allotment;
 - (h) must not place or allow to be placed on any Allotment any temporary structure including but without limitation a tent, caravan, trailervan, campervan or mobile home;

AC398032Y



- (i) must keep all motor vehicles, vehicles designed to be towed by a motor vehicle and boats in a garage when not in use;
 - (j) must not keep or allow to remain on any Allotment or on the Land any commercial vehicle with a carrying capacity of greater than 1.5 tonnes;
 - (k) where the Owner is not Hidden Valley, must not erect or place on any Allotment any signs without the prior written consent of Hidden Valley;
 - (l) where the Owner is not Hidden Valley, must not carry out any excavation or other works to any Allotment affecting the natural surface level of the Allotment unless in the course of construction works permitted under this Agreement;
 - (m) where the Owner is not Hidden Valley, must not carry out any works on any Allotment (other than works permitted under the Guidelines) which affect the natural vegetation on the Allotment;
 - (n) where the Owner is not Hidden Valley, must not remove any trees, shrubs, bushes or other vegetation from any Allotment without the prior written consent of Hidden Valley;
 - (o) must keep the grass on any Allotment to a length of no more than 300 mm and must ensure it does not present a fire hazard;
 - (p) must keep the Allotment free of noxious weeds and any other weeds (including thistles and ragwort) which may cause a nuisance or detract from the appearance of the Allotment;
 - (q) where the Owner is not Hidden Valley, must not grow any crops on an Allotment without the prior written consent of Hidden Valley;
 - (r) must not keep or allow to be kept on any Allotment any animal whatsoever (including without limitation any domestic animal) except (at the discretion and according to the containment requirements of the Design Review Panel), for 1 dog; and
 - (s) where the Owner is not Hidden Valley, must not construct or erect any electrified fence.
- 7.2 For the purposes of **Clause 7**, "residence" means a principal dwelling and any outbuildings and works normal to a dwelling.
- 8. COMMUNITY INFRASTRUCTURE LEVY**
- 8.1 The Owner acknowledges that a community infrastructure levy is payable to the Council in relation to each dwelling constructed as part of the development of the Site.
- 8.2 The Owner agrees that:
- (a) prior to the issue of a Building Permit for any building work in respect of a dwelling on an Allotment, the Owner must pay the Community Infrastructure Levy to Council;

AC398032Y

Herbert Geer & Rundle
mel 1148950 401049v5



DAC398032Y-9-6

13/10/2003 \$59

173

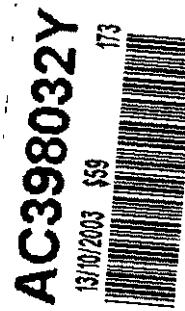
- (b) for the purposes of Part 3B of the Act, the Community Infrastructure Levy is fixed at \$450.00 for each dwelling constructed unless a different amount is set out in the planning permit issued by the Council for containing the Allotment on which the dwelling is to be constructed; and
 - (c) if the Community Infrastructure Levy is not paid by time a Building Permit issues, it will until paid accrue interest at the to being the penalty rate prescribed in the *Penalty Interest Rates Act 1983*; and
 - (d) the Community Infrastructure Levy and any interest which accrues on it will be a debt by the Owner to Council until paid.
- 8.3 The Council acknowledges and agrees that the Community Infrastructure Levy will be applied in accordance with a memorandum of understanding to be agreed separately between the Council and Hidden Valley having regard to the following principles:
- (a) approximately 50% of the levy will be allocated to Hidden Valley for the construction of community facilities or infrastructure on the Site;
 - (b) the Council will apply the balance of the levy, in its absolute discretion, to community facilities or infrastructure in or around Wallan township;
 - (c) in the application of funds collected through the levy, priority will be given by the Council to the allocation to Hidden Valley of funding for the construction of community facilities for the "Village Green" within the Site (estimated at approximately \$120,000), particularly where the allocation represents a reimbursement of construction costs incurred by Hidden Valley in advance of the funding allocation.
- 8.4 The Council acknowledges that:
- (a) payment of the Community Infrastructure Levy represents a discharge by the Owner of any obligation to pay any further levy imposed for the purposes of community or related development infrastructure; and
 - (b) the area set aside on the Comprehensive Development Plan for public open space represents a discharge by the Owner of any requirement for public open space or recreation imposed or capable of being imposed by the Council or any other authority pursuant to the *Subdivision Act 1988*, or any other such legislation.

9. REGISTRATION OF AGREEMENT

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

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



DAC398032Y-10-3

Council may have them assessed by the Law Institute of Victoria Costs Service with the parties being bound by such assessment.

11. NOTICES

11.1 Any notice given under this Agreement must be in writing and must be signed by the party giving the notice or any Authorised Officer of that party.

11.2 Unless and until a party provides notice of a different address or facsimile number to the other parties to this Agreement, its address for service of notices shall be:

(a) if it is Hidden Valley:

The Hidden Valley Design Review Panel
PO Box 3095
South Melbourne Vic 3205

Attention: Sean Hogan

with a copy to:

Hidden Valley Australia Pty Ltd
189 Hidden Valley Boulevard
Wallan Vic 3756

Attention: The Directors

(b) if it is the Council:

Mitchell Shire Council
113 High Street
Broadford Vic 3658



DAC398032Y-11-7

Attention: The Chief Executive Officer

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

11.4 A notice is taken to be received:

(a) in the case of a notice delivered by hand, when so delivered;

(b) in the case of a notice sent by pre-paid post, on the second clear Business Day after the date of posting;

(c) in the case of a notice sent by facsimile, upon the receipt by the sender of a transmission report from the despatching facsimile machine which confirms that all of the pages comprised in the notice have been successfully sent to the receiving party's facsimile number.

AC398032Y

13/10/2003 \$59

173



12. GENERAL

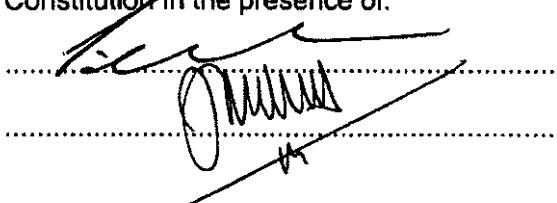
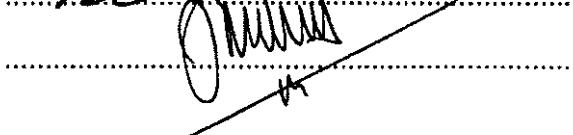
- 12.1 The word "Owner" (if the Owner holds the Land or any part of the Land in a trust capacity) includes the beneficiaries of the trust in relation to which it holds the Land or part. Where a trust relationship exists, the Owner in executing this Agreement does so intending to assume not only personal liability but also to bind the trust for which it acts as trustee.
- 12.2 In this Agreement where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have, unless the contrary intention appears, corresponding meanings.
- 12.3 The word "Council" includes its successors (including its successors as responsible authority for the town planning controls in which case any reference to the holder of an office with the Council shall be deemed to be a reference to such office of the successor responsible authority as that responsible authority may designate).
- 12.4 Where the Owner is constituted by more than one person, any obligation imposed by this Agreement on the Owner is imposed on those persons jointly and severally.
- 12.5 The expression "Owner" includes its successors, assigns and transferees and the obligations imposed upon and assumed by the Owner are also binding on its successors, transferees, purchasers, mortgagees, assigns and any person obtaining possession of the whole or part of the Land (the "Successors") as if each of those Successors had separately executed this Agreement.

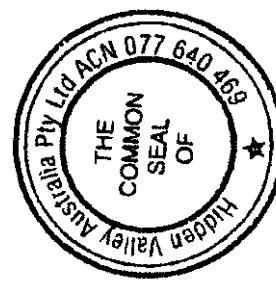
13. FURTHER ASSURANCES

- 13.1 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.
- 13.2 The Owner must sign and execute all such further documents and deeds and do all acts, matters and things as the Council or Hidden Valley reasonably requires for completely effectuating this Agreement.

EXECUTED as an Agreement.

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


..... Director

..... Director/Secretary



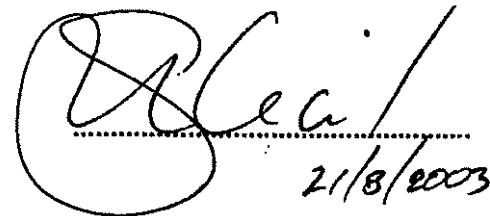
AC398032Y
13/10/2003 \$59

173



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

Garry Robert Cecil
Chief Executive Officer



21/8/2003



DAC398032Y-13-4

AC398032Y

13/10/2003 \$59

173



ANNEXURE A

Plan of Subdivision

Attached.



DAC398032Y-14-8

AC398032Y

13/10/2003 \$59

173



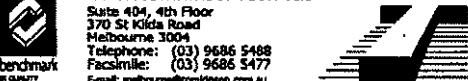
PLAN OF SUBDIVISION		STAGE No.	LR USE ONLY EDITION	PLAN NUMBER
LOCATION OF LAND		COUNCIL CERTIFICATE AND ENDORSEMENT		
PARISH: BYLANDS		COUNCIL NAME: MITCHELL SHIRE COUNCIL REF: S200173		
TOWNSHIP:		1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.		
SECTION:		2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 / /		
CROWN ALLOTMENT: 101 AND 102 (PARTS)		3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.		
TITLE REFERENCE: VOL.10552 FOL.606 VOL.10650 FOL.651		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 / /		
LAST PLAN REFERENCE: PS 43470SP LOT 2 PS 445472Y LOT A		COUNCIL DELEGATE <i>R. Strelakas</i>		
POSTAL ADDRESS: HIDDEN VALLEY BOULEVARD WALLAN, 3756		COUNCIL SEAL		
AMG CO-ORDINATES: E 320 050 ZONE 55 LAT APPROX CENTRE OF LAND IN PLAN N 5 859 600		DATE 3/10/2003 RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.		
VESTING OF ROADS AND OR RESERVES		COUNCIL DELEGATE		
IDENTIFIER		COUNCIL/BODY/PERSON		
ROADS, R-1		MITCHELL SHIRE COUNCIL		
RESERVE No.1		MITCHELL SHIRE COUNCIL		
RESERVE No.2		MITCHELL SHIRE COUNCIL		
RESERVE No.3		TXU NETWORKS PTY LTD		
RESERVE No.4		TXU NETWORKS PTY LTD		
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY		STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT NO.		
THE LAND BEING SUBDIVIDED IS SHOWN BY THICK CONTINUOUS LINES BOUNDARIES ARE SHOWN BY CONTINUOUS LINES				
SURVEY: THIS PLAN IS BASED ON SURVEY IN PS 420381S THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK No(s) 56,57,63,163, IN PROCLAIMED SURVEY AREA No.53				
EASEMENT INFORMATION				
LEGEND: A - APPURTEGAN EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO LOTS 369 & 371 TO 380 (BOTH INCLUSIVE) AND PART OF LOTS 365 TO 368 (BOTH INCLUSIVE), 370, 379 AND 380 VIDE PS 43470SP				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	WATER SUPPLY, CARRIAGeway	SEE PLAN	PS 420381S	GOLDBURN VALLEY REGION WATER AUTHORITY
E-2	DRAINAGE	2	THIS PLAN	MITCHELL SHIRE COUNCIL
E-3	POWERLINE	1.50	THIS PLAN SEC 88 OF ELECTRICITY INDUSTRY ACT 2000	TXU ELECTRICITY LTD
E-4	POWERLINE	1.50	THIS PLAN SEC 88 OF ELECTRICITY INDUSTRY ACT 2000	TXU ELECTRICITY LTD
	WATER SUPPLY, CARRIAGeway POWERLINE	1.50	PS 420381S PS 420381S SEC 44 OF ELECTRICITY INDUSTRY ACT 1993	GOLDBURN VALLEY REGION WATER AUTHORITY EASTERN ENERGY LIMITED
	TELECOMMUNICATIONS		PS 420381S	LOTS ON PS 420381S
E-6	WATER SUPPLY, CARRIAGeway POWERLINE	SEE PLAN	PS 420381S PS 420381S SEC 44 OF ELECTRICITY INDUSTRY ACT 1993	GOLDBURN VALLEY REGION WATER AUTHORITY EASTERN ENERGY LIMITED
	TELECOMMUNICATIONS		PS 420381S	LOTS ON PS 420381S
E-15	WATER SUPPLY, CARRIAGeway	SEE PLAN	PS 412892L	GOLDBURN VALLEY REGION WATER AUTHORITY
LR USE ONLY				
STATEMENT OF COMPLIANCE EXEMPTION STATEMENT				
RECEIVED <input type="checkbox"/>				
DATE / /				
LR USE ONLY				
PLAN REGISTERED				
TIME				
DATE / /				
ASSISTANT REGISTRAR OF TITLES				
SHEET 1 OF 5 SHEETS				

TOMKINSON

• Project Managers • Surveyors • Engineers • Planners •

www.tomkinson.com.au

Suite 404, 4th Floor
370 St Kilda Road
Melbourne 3004
Telephone: (03) 9686 5488
Facsimile: (03) 9686 5477
E-mail: info@tomkinson.com.au



LICENSED SURVEYOR : PAUL THOMAS TOMKINSON

SIGNATURE

DATE 3/03/03

AC398032Y

13/10/2003 \$59

173

REF: 5566/50

VERSION: G

PG

PLAN OF SUBDIVISION

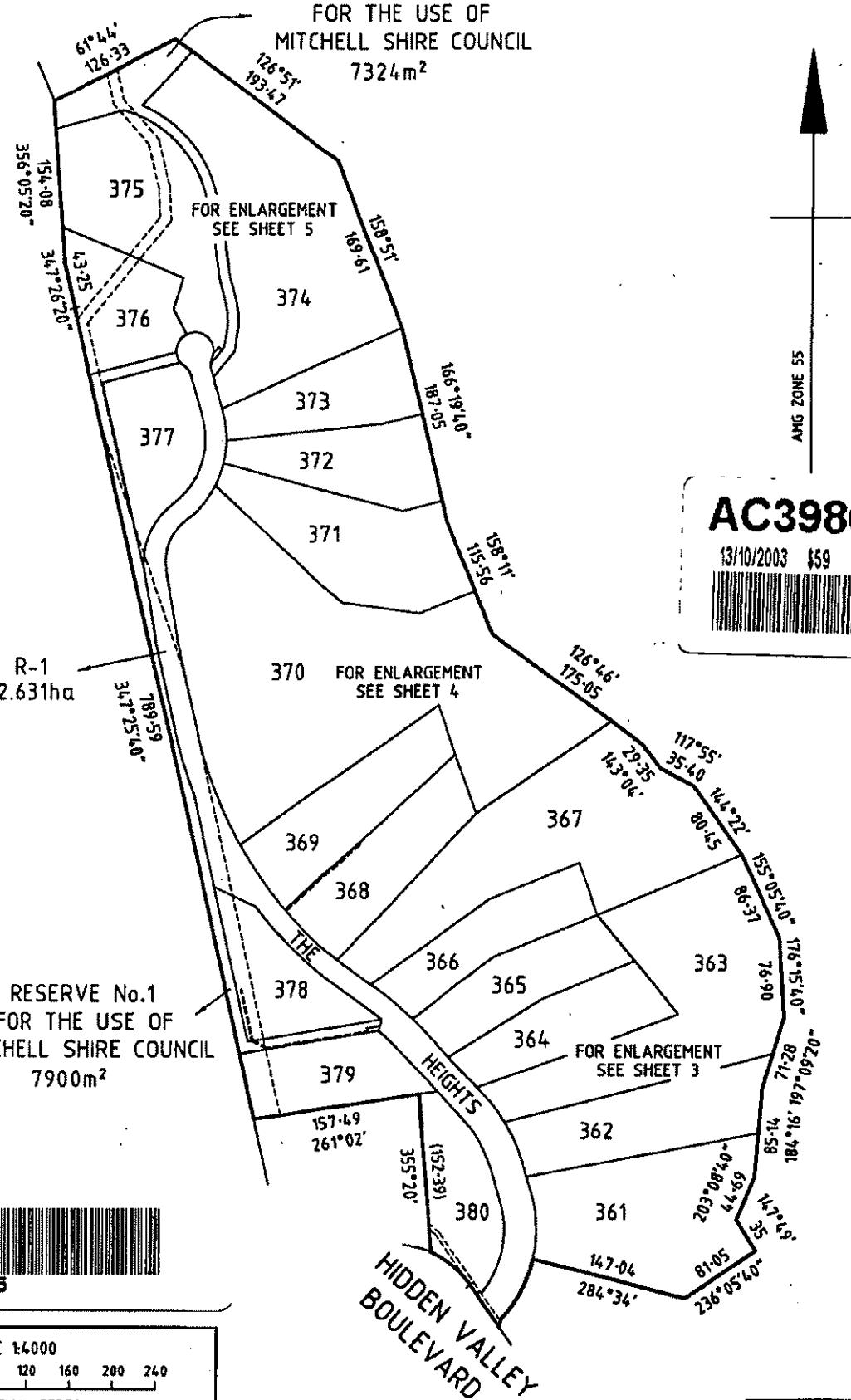
STAGE No.

PLAN NUMBER
PS 510635L

RESERVE No.2

FOR THE USE OF

MITCHELL SHIRE COUNCIL

7324m²

SCALE 1:4000
40 0 40 80 120 160 200 240
LENGTHS ARE IN METRES

TOMKINSON
• Project Managers • Surveyors • Engineers • Planners •
www.tomkinson.com.au

Suite 404, 4th Floor
370 St Kilda Road
Melbourne 3004
Telephone: (03) 9686 5488
Facsimile: (03) 9686 5477
Email: melbourne@tomkinson.com.au

LICENSED SURVEYOR : PAUL THOMAS TOMKINSON

SIGNATURE:

DATE 3/03/03

REF: 5566/50

VERSION: G

DATE 3/10/2003

COUNCIL DELEGATE SIGNATURE

PG 3.3.03

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

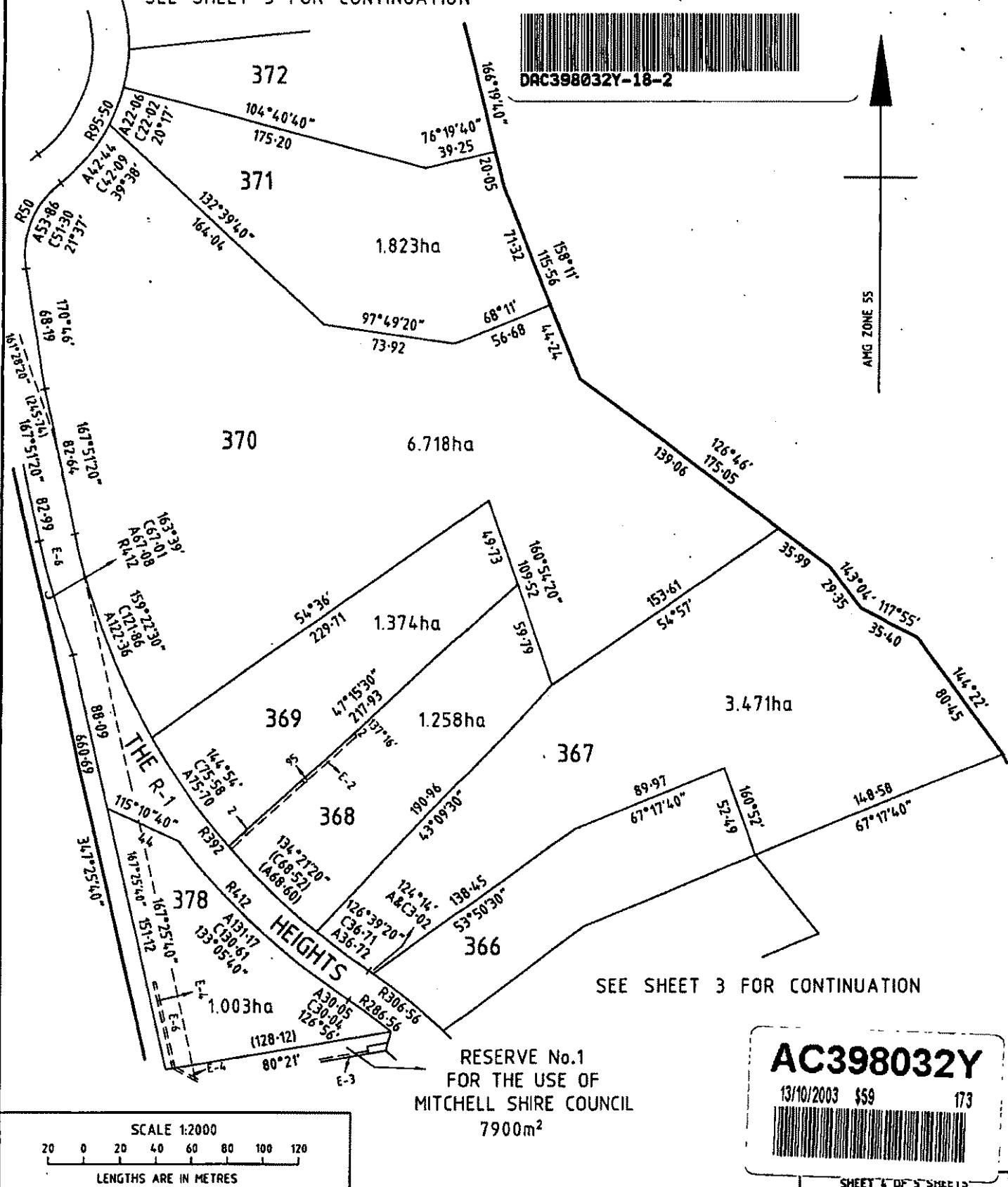
PS 510635L

SEE SHEET 5 FOR CONTINUATION



DAC398032Y-18-2

AMG ZONE 55



SCALE 1:2000

TOMKINSON
• Project Managers • Surveyors • Engineers • Planners •
WWW.tomkinson.com.au
Suite 404, 4th Floor
370 St Kilda Road
Melbourne 3004
Telephone: (03) 9686 5488
Facsimile: (03) 9686 5477
E-mail: melbourne@tomkinson.com.au

Digitized by srujanika@gmail.com

SIGNATURE.....

REF: 5566/50

VERSION: G

PG 3.3.03

SHEET 4 OF 5 SHEET

13/10/2003 559 173

13/10/2003 \$59

113

Digitized by srujanika@gmail.com

Elmendorf

COUNTY DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 510635L

RESERVE No.2
FOR THE USE OF
MITCHELL SHIRE COUNCIL
7325m²

RESERVE No.4
FOR THE USE OF
TXU NETWORKS PTY LTD
53m²



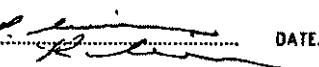
ANG ZONE 55

RESERVE No.1
FOR THE USE OF
MITCHELL SHIRE COUNCIL
7900m²

SCALE 1:2000
20 0 20 40 60 80 100 120
LENGTHS ARE IN METRES

TOMKINSON
• Project Managers • Surveyors • Engineers • Planners •
www.tomkinson.com.au
Suite 404, 4th Floor
370 St Kilda Road
Melbourne 3000
Telephone: (03) 9686 5488
Facsimile: (03) 9686 5477
E-mail: REDACTED@INTERACT.COM.AU

LICENSED SURVEYOR : PAUL THOMAS TOMKINSON

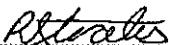
SIGNATURE  DATE 3/03/03

REF: 5566/50

VERSION: G

SHEET 5 OF 5 SHEETS

DATE 3/10/2003



COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

AC398032Y

13/10/2003 \$59 173



DRC398032Y-19-6

SEE SHEET 4 FOR CONTINUATION

ANNEXURE B

Guidelines

Attached.



DAC398032Y-20-1

AC398032Y

13/10/2003 \$59

173





DAC398032Y-21-5

HIDDEN VALLEY

DESIGN GUIDELINES

Homestead Lots and Estate Lots

**HIDDEN VALLEY
VICTORIA, AUSTRALIA**

TO PROTECT AND ENHANCE THE INTEGRITY OF HIDDEN VALLEY



January 2003

AC398032Y

13/10/2003 \$59

173



HIDDEN VALLEY DESIGN GUIDELINES

TABLE OF CONTENTS

1. ABOUT HIDDEN VALLEY	3
<hr/>	
2. HOW THE GUIDELINES WORK	6
2.1 INTRODUCTION	6
2.2 YOUR RESPONSIBILITIES AS A NEW OWNER	6
2.3 THE GUIDELINES AND STATUTORY APPROVALS	6
2.4 HIDDEN VALLEY AUSTRALIA	7
2.5 HOMESTEAD LOTS AND ESTATE LOTS	7
2.6 APPROVAL PROCESS	7
2.7 APPROVAL STEPS	8
<hr/>	
3. THE HOUSING DESIGN GUIDELINES	10
3.1 BUILDING ENVELOPES	10
3.2 EXTERNAL FINISHES	10
3.3 GARAGES	11
3.4 PLUMBING	11
3.5 WINDOWS	11
3.6 EXTERNAL FEATURES	12
3.7 PAVING AND LANDSCAPING	12
3.8 AUTHORITIES	13
 DAC398032Y-22-9	
<hr/>	
4. LANDSCAPE PRINCIPLES	14
4.1 KEY LANDSCAPE PRINCIPLES	14
4.2 LANDSCAPE TREATMENT	14
4.3 HOMESTEAD LOT AND ESTATE LOT PLANTING	14
<hr/>	
APPENDIX 1 - Schedule Of Suitable Tree Species	16

"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."

Hidden Valley Design Guidelines
Homestead Lots and Estate Lots

1. ABOUT HIDDEN VALLEY

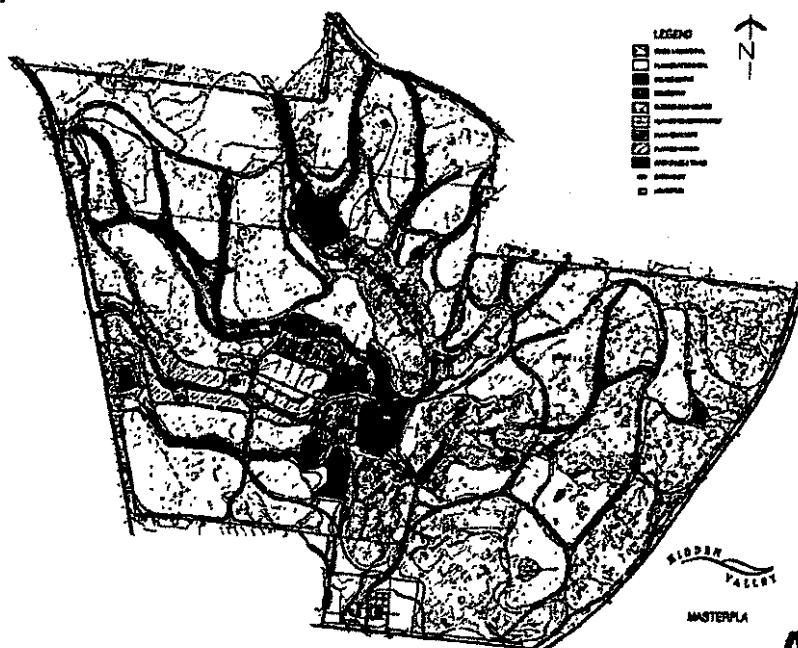
Through over 25 years of international design experience landscape architect and urban designer, Steve Calhoun, from Tract Consultants unequivocally rates Hidden Valley as the best landscape site he has ever worked with.

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.

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

masterplan



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

Steve Calhoun
Director, Tract Consultants



DAC398032Y-23-2

AC398032Y

13/10/2003 \$59

173



Hidden Valley Design Guidelines
Homestead Lots and Estate Lots

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:



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



DRC398032Y-24-6



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

AC398032Y



Hidden Valley Design Guidelines
Homestead Lots and Estate Lots

features



large homestead lot and estate lot 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 villages 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.



DAC398032Y-25-0



AC398032Y

13/10/2003 \$59

173



2. HOW THE GUIDELINES WORK

2.1 Introduction

These guidelines set out the procedure to follow when you:

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

2.2 Your responsibilities as a new owner

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

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

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.



DAC398032Y-26-3

AC398032Y

13/10/2003 \$59

173



2.4 Hidden Valley Australia

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

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

2.5 Homestead Lots and Estate Lots

Lots are designated as either Homestead Lots or Estate Lots.



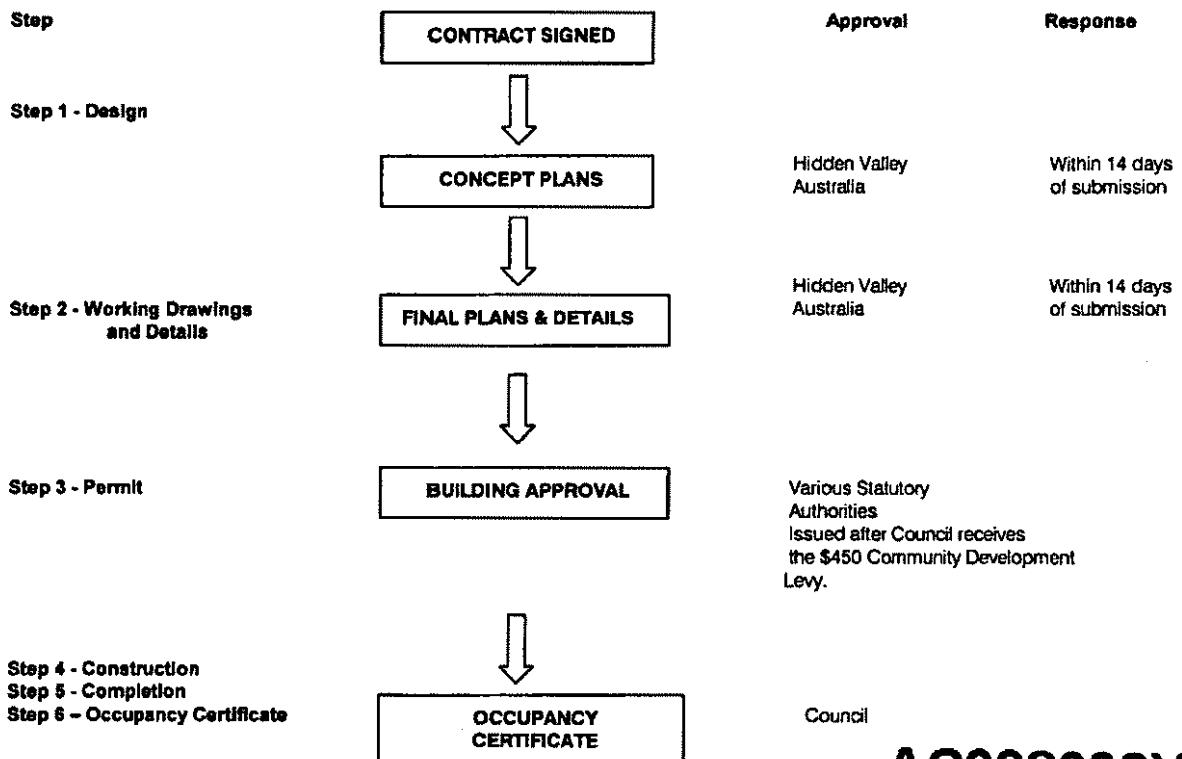
DAC398032Y-27-7

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



AC398032Y

13/10/2003 \$59

173



Hidden Valley Design Guidelines
Homestead Lots and Estate Lots

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

2.7 Approval Steps

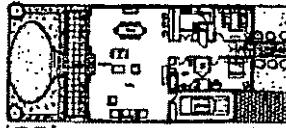
2.7.1 Step 1 - Design

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



DAC398032Y-28-1



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.



AC398032Y

13/10/2003 \$59

173



Hidden Valley Design Guidelines
Homestead Lots and Estate Lots

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. Prior to obtaining a Building Permit, you must pay the Shire of Mitchell the \$450 Community Development Levy.

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

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

2.7.4 Steps 4 and 5 – Construction and Completion

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

2.7.5. Step 6 – Occupancy Certificate

Once the certificate is obtained from Council, you can move in.



DAC398032Y-29-4

AC398032Y

13/10/2003 \$59

173



3. THE HOUSING DESIGN GUIDELINES

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

3.1 Building Envelopes

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

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

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

3.2 External Finishes

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

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

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

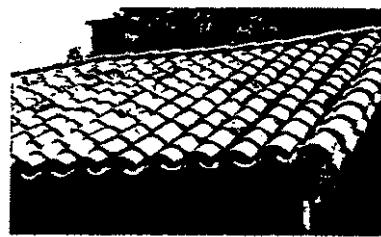
3.2.4 All skylights shall be of a design approved by Hidden Valley Australia. This includes roof lights, dormer windows, and any penetration of the roof.

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

- satellite dishes (unless approved by Hidden Valley Australia)
- TV or radio antennas (unless approved by Hidden Valley Australia)



DRC398032Y-30-0



AC398032Y

13/10/2003 \$59

173



Hidden Valley Design Guidelines
Homestead Lots and Estate Lots

- 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 Garages may be separate but shall be in the same material or colour and are to be constructed at the same time as the rest of the buildings.

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, airconditioning plant and the like may be permitted within the garage.



3.4 Plumbing

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

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

3.5 Windows

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

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



DAC398032Y-31-3

AC398032Y

13/10/2003 \$59

173



3.6 External Features

3.6.1 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.



3.6.2 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.

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

3.6.4 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.



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

3.6.6 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.

3.6.7. The type of fencing to be used on a Homestead Lot and Estate Lot must first be approved by Hidden Valley Australia and must only be constructed to boundaries approved by Hidden Valley Australia. Electric fences are not permitted. Fences on lot perimeters must not be ringlock or chain mesh fences.

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 building envelope.



DRC398032Y-32-7

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.

AC398032Y

13/10/2003 \$59

173



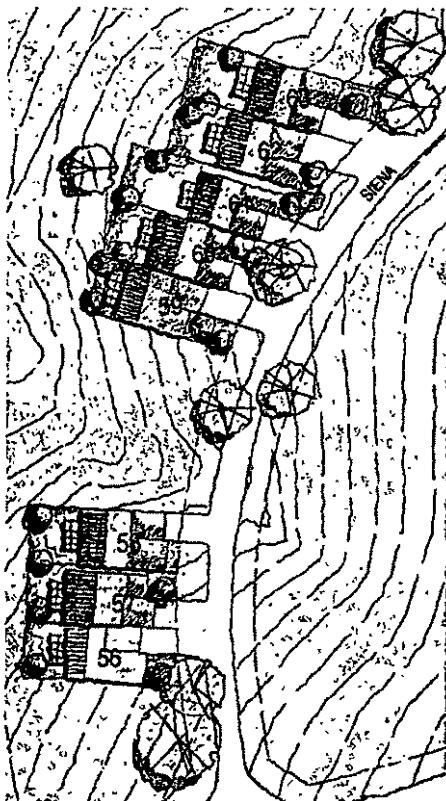
3.7.3 Landscaping must be approved by Hidden Valley Australia. It must generally be in accordance with the landscaping designs in Section 4.

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.



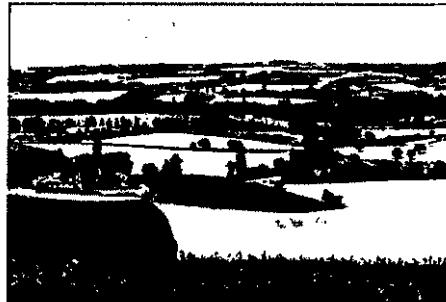
4. LANDSCAPE GUIDELINES

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;
- 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).



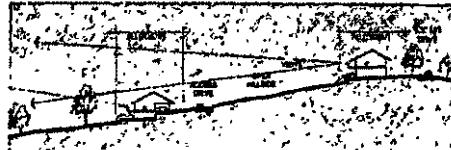
4.2.2 In order to perpetuate the natural theme of the project, the retention of existing trees within the building sites is encouraged. Any removal of existing vegetation will require the permission of Hidden Valley Australia.

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

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

4.3 Homestead Lot and Estate Lot Planting

4.3.1 The design philosophy for these properties is one that discourages development of the area of the lot beyond the designated building envelope to provide an open landscape that preserves panoramic views.



AC398032Y

13/10/2003 \$59

173



Hidden Valley Design Guidelines
Homestead Lots and Estate Lots

4.3.2 Tree planting is limited to one per 1000 square metres of planting area outside the designated building envelope. **Figure 2** illustrates this concept. This does not apply to an area of a lot recognised by Hidden Valley Australia as suitable for environmental rehabilitation.

4.3.3 Trees planted outside the building envelope are limited to 10 to 12 metre maximum mature height indigenous specimens selected in accordance with the Schedule of Tree Species (refer Appendix 1) or other indigenous species to the approval of the Design Review Panel.

4.3.4 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.

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

Figure 2

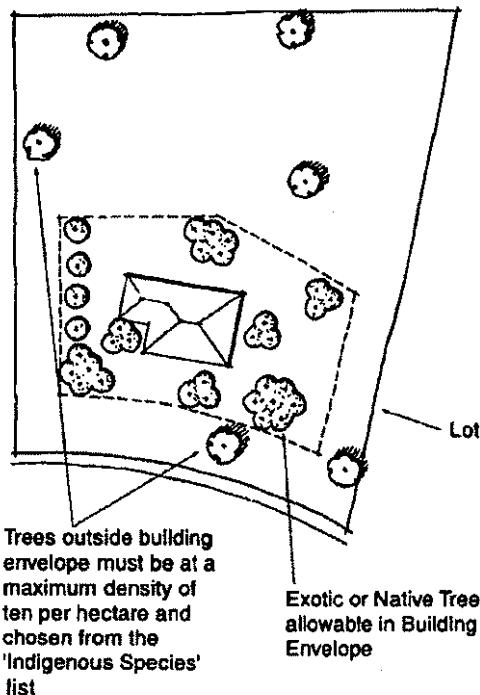


DAC398032Y-35-8

AC398032Y

13/10/2003 \$59

173



APPENDIX 1 - Schedule of Suitable Tree Species

Indigenous Species

Acacia melanoxylon	Blackwood
Eucalyptus dives	Broadleaf Peppermint
Eucalyptus goniocalyx	Long-leaved Box
Eucalyptus radiata	Narrow-leaved Peppermint
Allocasuarina littoralis	Black She-oak
Eucalyptus obliqua	Messmate Stringybark
Eucalyptus macrorhyncha	Red Stringybark



AC398032Y

13/10/2003 \$59

173



DAC398032Y-36-1



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Land Use Victoria.

Document Type	Instrument
Document Identification	AC398033W
Number of Pages (excluding this cover sheet)	44
Document Assembled	23/10/2019 13:59

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

AC398033W

13/10/2003 \$59

173



**APPLICATION BY A
RESPONSIBLE AUTHORITY,
RELEVANT AUTHORITY,
REFERRAL AUTHORITY OR COUNCIL
FOR THE MAKING OF A RECORDING
OF AN AGREEMENT**

Section 181(1) Planning and Environment Act 1987

Lodged by:

Name: TOMKINSON

Phone: 9686 5488

Address: Suite 404, 4th floor
370 St.Kilda Road
Melbourne 3004

Ref: 5566/50

Customer Code: 1508E



DAC398033W-1-3

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

Land: Lots 361 to 380 (both inclusive) on PS510635L being part of the land contained in Certificates of Title Volume 10552 Folio 606 and Volume 10650 Folio 651.

Now = V. 10760 F 348 to 367 (81) NN 2-11-03

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: 2/10/03

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.

GARRY CECIL
Chief Executive Officer
Mitchell Shire Council

Name of Officer

Position Held

RECEIVED
09 OCT 2003
BY: [Signature]

No. 10/03

HIDDEN VALLEY AUSTRALIA PTY LTD
ACN 077 640 469
"Hidden Valley"

MICHELL SHIRE COUNCIL
"Council"



DAC398033W-2-1

SECTION 173 AGREEMENT

"The Heights" Hidden Valley, 670 Northern Highway, Wallan, Victoria

Herbert | Geer & Rundle Lawyers

A handwritten signature in black ink, appearing to read "Steven Smith".

Level 21 385 Bourke Street Melbourne 3000 Australia

Telephone +613 9641 8718

Facsimile +613 9600 4412

Reference SJS:AAZ:1148950

Steven Smith

© Copyright Herbert Geer & Rundle

(DSE Version)

AC398033W

13/10/2003 \$59

173



SECTION 173 AGREEMENT

TABLE OF CONTENTS

<i>Clause</i>	<i>Page</i>
1. DEFINITIONS AND INTERPRETATION.....	1
Definitions	1
Interpretation.....	3
Headings	3
Weekends and Holidays	3
2. OPERATION OF AGREEMENT	3
3. COVENANTS WHICH RUN WITH LAND	4
4. LAND MANAGEMENT GUIDELINES	4
5. MODIFICATION OF LAND MANAGEMENT GUIDELINES.....	4
6. LAND MANAGEMENT GUIDELINES, PLANNING SCHEME AND LOCAL LAWS.	4
7. ALLOTMENT COVENANTS	5
8. REGISTRATION OF AGREEMENT	7
9. COSTS	7
10. NOTICES.....	7
11. GENERAL	8
12. FURTHER ASSURANCES.....	8

ANNEXURE A

Plan of Subdivision

ANNEXURE B

Building Envelope Plan

ANNEXURE C

Land Management Guidelines



DAC398033W-3-0

AC398033W

13/10/2003 \$59

173



THIS AGREEMENT is made the 26th day of September 2003.

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

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

ON THE BASIS THAT:

- A. The Owner is the owner of lots 361-380 (inclusive) on the Plan of Subdivision and being part of the land in Certificates of Title Volume 10650 Folio 651 and Volume 10552 Folio 606 and being part of the property situated at 670 Northern Highway, Wallan, Victoria.
- B. The Council is the responsible authority for the administration and enforcement of the Mitchell Planning Scheme which applies to the Site (of which the Land forms part).
- C. The Planning Scheme permits the use and development of the Site for residential and other purposes.
- D. The Council has approved the Owner's proposed subdivision, development and use of the Land pursuant to the provisions of the Planning Scheme.
- E. The Land represents part of the Development.
- F. In order to advance the objectives of planning in Victoria, the parties desire to enter into this Agreement.

THE PARTIES AGREE THAT:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:



DAC398033W-4-8

- 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 the Plan of Subdivision and which becomes registered in the Land Titles Office and capable of being disposed of separately
- Building Envelope Plan** means the building envelope plan for the Allotment, a copy of which is annexed as **Annexure B** to this Agreement or such other building envelope plan for the Allotment as approved in writing by the Council from time to time

AC398033W

13/10/2003 \$59

173





DAC398033W-5-6

Building Envelope Zone	has the meaning given to it by the Council or any Referral Authority from time to time and is as identified in the Building Envelope Plan
Design Review Panel	means the Hidden Valley Design Review Panel as constituted by Hidden Valley (or the Council) from time to time
Development	means the proposed development referred to in Recital C
Domestic Dog Containment Zone	has the meaning given to it by the Council or any Referral Authority from time to time and is as identified in the Building Envelope Plan
Fuel Modified Buffer Zone	has the meaning given to it by the Council or any Referral Authority from time to time and is as identified in the Building Envelope Plan
Grazing Zone	has the meaning given to it by the Council or any Referral Authority from time to time and is as identified in the Building Envelope Plan
Land	means lots 361-380 (inclusive) on the Plan of Subdivision
Land Management Guidelines	means the Land Management Guidelines for the Heights, Hidden Valley, 670 Northern Highway, Wallan (as updated, varied or replaced from time to time) a copy of which is annexed as Annexure C to this Agreement
Native Vegetation	means plants (including trees, shrubs, herbs and grasses) that are indigenous to Victoria
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
Plan of Subdivision	means plan of subdivision PS 510635L, a copy of which is annexed as Annexure A to this Agreement
Planning Scheme	means the Mitchell Planning Scheme or any amendment of it or any replacement planning scheme made by the Minister for Planning
Referral Authority	has the meaning given to it in the Act
Site	means all of the land owned by Hidden Valley at 670 Northern Highway, Wallan, Victoria
Vegetation Protection Zone	means all the Land save for land forming the Building Envelope Zone, Fuel Modified Buffer Zone, Domestic Dog Containment Zone and Grazing Zone (Lots 374-376 and 379-380 (inclusive)) and includes areas of substantially intact native bushland to be protected and properly managed into the future

AC398033W



AC398033W

3

13/10/2003 \$59

173



1.2 Interpretation

In this Agreement unless the contrary intention appears:

- (a) a reference to a person includes a reference to a corporation firm association or other entity, and vice versa;
- (b) the singular includes the plural and vice versa;
- (c) a reference to any gender includes a reference to all other genders;
- (d) a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;
- (e) an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally;
- (f) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (g) an agreement, representation or warranty made in favour of two or more persons is made for the benefit of them jointly and for each of them severally;
- (h) if an act required to be done under this Agreement on or by a given day is done after 5:30 pm on that day, it is taken to be done on the following day;
- (i) in the event of any inconsistency between this Agreement and any other agreement made pursuant to the provisions of Section 173 of the Act affecting the Land, this Agreement shall prevail.

1.3 Headings

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

1.4 Weekends and Holidays

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

2. OPERATION OF AGREEMENT

- 2.1 Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Act.
- 2.2 This Agreement shall come into force immediately upon execution by both parties.
- 2.3 This Agreement may only be ended in accordance with the Act.



AC398033W

4

13/10/2003 \$59

173



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. LAND MANAGEMENT GUIDELINES

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

5. MODIFICATION OF LAND MANAGEMENT GUIDELINES

- 5.1 Subject to **Clause 5.2**, Hidden Valley may in its discretion modify the Land Management Guidelines.
- 5.2
 - (a) Any proposed modification must first be referred by Hidden Valley to the Council and the Department for Sustainability and Environment for approval.
 - (b) Until all Allotments are sold Hidden Valley must provide the Council with a copy of the Land Management Guidelines whenever they have been modified.
- 5.3 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 Land Management Guidelines. The guidelines for a future stage of the Development will be prepared in consultation with the Council.

6. LAND MANAGEMENT GUIDELINES, PLANNING SCHEME AND LOCAL LAWS

- 6.1 The Land Management Guidelines (or, in the event of modification under **Clause 5**, the Land Management 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.





DRC398033W-8-1

- 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:

- (a) will not develop or use any Allotment except in accordance with the Land Management Guidelines as they may be amended, modified and varied at the direction of Hidden Valley in accordance with Clause 5.2. Without limitation, where the Owner is not Hidden Valley:
 - (i) it will not construct or permit to be constructed any buildings or works (except driveways) outside the building envelope for the Allotment as identified on the Building Envelope Plan;
 - (ii) it will not construct or permit to be constructed any driveway in the Vegetation Protection Zone;
- (b) where the Owner is not Hidden Valley, must:
 - (i) not remove any Native Vegetation from any Allotment without the prior written consent of Hidden Valley; and
 - (ii) not remove any Native Vegetation from outside the building envelope for the Allotment (except for the removal of Native Vegetation from driveways and for fire safety purposes). For the purpose of this sub-clause "fire safety purposes" means where any Native Vegetation overhangs any building and undergrowth in the Fuel Modified Buffer Zone, or where the Country Fire Authority directs that any Native Vegetation poses a fire risk; and
 - (iii) create a "Vegetation Protection Zone" for the protection of vegetation, minimisation of the possibility of erosion and other land degradation process and for the stabilisation of disturbed areas (including drainage lines) by revegetation;
- (c) must keep the grass on any Allotment to a length of no more than 300 mm (except in Vegetation Protection Zone) and must ensure the grass on any Allotment does not present a fire hazard;
- (d) subject to Clause 7(i):
 - (i) where the Owner is Hidden Valley, must prior to selling any of the Land:
 - (A) fence (using manual methods) the side and rear boundaries of each Allotment on the east side of the road and remove the old fence; and

AC398033W



- (B) fence (using manual methods) the spring area (to the north of Allotment 378 and adjacent to the Northern Highway) to the satisfaction of the Council;
- (e) subject to **Clause 7(l)**, where the Owner is not Hidden Valley, must not keep or allow to be kept on any Allotment any animal whatsoever (including without limitation cats) except for 1 dog and only where the Owner has:
- (i) obtained the approval of the Design Review Panel; and
 - (ii) provided a Domestic Dog Containment Zone;
- (f) where the Owner is an Owner from time to time of Allotments 361-373 (inclusive), must not construct additional or alternate fencing to that provided by Hidden Valley, unless such fencing is to provide a front fence to the Allotment or a containment area located as shown on the building envelope for the Allotment on the Building Envelope Plan;
- (g) must not construct or erect any electrified fence;
- (h) if the Owner keeps a dog, must fence each Allotment on the perimeter of the Domestic Dog Containment Zone;
- (i) where the Owner is permitted by the Design Review Panel to construct or erect a fence, the fencing type must be 3 strand wire and metal stakes with the bottom wire more than 60cm above the ground except that this sub-clause will not affect the Owner's ability (where the Owner has been granted approval pursuant to **Clause 7(e)**) to construct or erect a fence around the Domestic Dog Containment Zone capable of containing a dog (the design of which fence shall be subject to approval by the Design Review Panel);
- (j) must not allow vehicles, trail bikes or other land disturbance activities in the Vegetation Protection Zone;
- (k) must not collect firewood, except from within the building envelope for the Allotment on the Building Envelope Plan or the Fuel Modified Buffer Zone;
- (l) must not allow grazing on any Allotment, except for an Owner from time to time of Allotments 374-376 and 379-380 (inclusive) where one horse is permitted with the approval of the Design Review Panel. In the case of Allotment 374, the Design Review Panel will not permit a horse unless the Owner has erected a fence 20 metres from the western side of the drainage line at the rear of Allotment 374;
- (m) must not construct a dam on any Allotment;
- (n) where the Owner of Allotment 377 is Hidden Valley, must remove, fill and remediate the existing dam on Allotment 377 to the satisfaction of the Council; and
- (o) must keep the allotment free of noxious weeds and any other weeds (including thistles or ragwort) which may cause a nuisance or detract from the appearance of the Allotment.

AC398033W



8. 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.

9. 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 Land Management Guidelines and any Future Stage Land Management 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.

10. NOTICES

- 10.1 Any notice given under this Agreement must be in writing and must be signed by the party giving the notice or any Authorised Officer of that party.
- 10.2 Unless and until a party provides notice of a different address or facsimile number to the other parties to this Agreement, its address for service of notices shall be:
 - (a) if it is Hidden Valley:

The Hidden Valley Design Review Panel
PO Box 3095
South Melbourne Vic 3205

Attention: Sean Hogan

with a copy to:

Hidden Valley Australia Pty Ltd
189 Hidden Valley Boulevard
Wallan Vic 3756

Attention: The Directors



DAC398033W-10-6

- (b) if it is the Council:

Mitchell Shire Council
113 High Street
Broadford Vic 3658

Attention: The Chief Executive Officer

- 10.3 Unless a later time is specified in a notice, the notice takes effect from the time it is received.
- 10.4 A notice is taken to be received:

AC398033W

13/10/2003 \$59

173



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

11. GENERAL

- 11.1 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.
- 11.2 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.
- 11.3 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).
- 11.4 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.
- 11.5 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.

12. FURTHER ASSURANCES

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



DAC398033W-11-0

AC398033W

13/10/2003 \$59

173



25/09 03 THU 13:03 FAX 61 3 9681 6188

FAR EAST CONSORTIUM

002

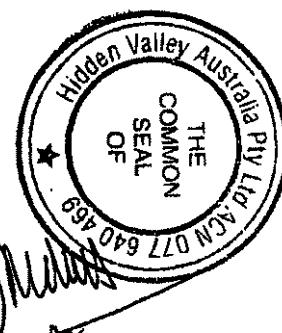
9

EXECUTED as an Agreement.

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

[Signature]

.....



Director

Director/Secretary

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

R. Strates
Signature of Witness

RICHARD STRATES.
Name of Witness

) Gary Robert Cecil (Chief Executive Officer)

) By executing the Agreement the delegate
) states that the delegate has received no
) notice of revocation of the delegation



DRC398033W-12-3

AC398033W

13/10/2003 \$59

173



ANNEXURE A

Plan of Subdivision

Attached.



DAC398033W-13-7

AC398033W

13/10/2003 \$59

173



PLAN OF SUBDIVISION		STAGE No.	LR USE ONLY EDITION	PLAN NUMBER PS 510635L
LOCATION OF LAND		COUNCIL CERTIFICATE AND ENDORSEMENT		
PARISH: BYLANDS		COUNCIL NAME: MITCHELL SHIRE COUNCIL REF: S2COIT3		
TOWNSHIP:		1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.		
SECTION:		2. THIS PLAN IS CERTIFIED UNDER SECTION 11(2) OF THE SUBDIVISION ACT 1988.		
CROWN ALLOTMENT: 101 AND 102 (PARTS)		DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 / / / /		
TITLE REFERENCE: VOL.10552 FOL.606 VOL.10650 FOL.651		3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.		
LAST PLAN REFERENCE: PS 434705P LOT 2 PS 445472Y LOT A		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 / / / /		
POSTAL ADDRESS: HIDDEN VALLEY BOULEVARD WALLAN, 3756		COUNCIL DELEGATE <i>R. J. Stiles</i>		
AMG CO-ORDINATES: E 320 050 ZONE 55 (AT APPROX CENTRE OF LAND IN PLAN) N 5 859 600		COUNCIL SEAL		
VESTING OF ROADS AND OR RESERVES		DATE 3 / 10 / 2003 RE-CERTIFIED UNDER SECTION 11(2) OF THE SUBDIVISION ACT 1988		
IDENTIFIER		COUNCIL/BODY/PERSON		
ROADS, R-1		MITCHELL SHIRE COUNCIL		
RESERVE No.1		MITCHELL SHIRE COUNCIL		
RESERVE No.2		MITCHELL SHIRE COUNCIL		
RESERVE No.3		TXU NETWORKS PTY LTD		
RESERVE No.4		TXU NETWORKS PTY LTD		
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY		STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT No.		
THE LAND BEING SUBDIVIDED IS SHOWN BY THICK CONTINUOUS LINES BOUNDARIES ARE SHOWN BY CONTINUOUS LINES				
SURVEY: THIS PLAN IS BASED ON SURVEY IN PS 420381S THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK No(s) 56,57,63,163, IN PROCLAIMED SURVEY AREA No.53				
EASEMENT INFORMATION				
LEGEND: A - APPURtenant EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO LOTS 369 & 371 TO 380 (BOTH INCLUSIVE) AND PART OF LOTS 365 TO 368 (BOTH INCLUSIVE), 370, 379 AND 380 VIDE PS 434705P				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	WATER SUPPLY, CARRIAGeway	SEE PLAN	PS 420381S	GOLDBURN VALLEY REGION WATER AUTHORITY
E-2	DRAINAGE	2	THIS PLAN	MITCHELL SHIRE COUNCIL
E-3	POWERLINE	1:50	THIS PLAN SEC 88 OF ELECTRICITY INDUSTRY ACT 2000	TXU ELECTRICITY LTD
E-4	POWERLINE	1:50	THIS PLAN SEC 88 OF ELECTRICITY INDUSTRY ACT 2000	TXU ELECTRICITY LTD
	WATER SUPPLY, CARRIAGeway POWERLINE	1:50	PS 420381S PS 420381S SEC 44 OF ELECTRICITY INDUSTRY ACT 1993 PS 420381S	GOLDBURN VALLEY REGION WATER AUTHORITY EASTERN ENERGY LIMITED
	TELECOMMUNICATIONS		PS 420381S	LOTS ON PS 420381S
E-6	WATER SUPPLY, CARRIAGeway POWERLINE	SEE PLAN	PS 420381S PS 420381S SEC 44 OF ELECTRICITY INDUSTRY ACT 1993 PS 420381S	GOLDBURN VALLEY REGION WATER AUTHORITY EASTERN ENERGY LIMITED
	TELECOMMUNICATIONS		PS 420381S	LOTS ON PS 420381S
E-15	WATER SUPPLY, CARRIAGeway	SEE PLAN	PS 412892L	GOLDBURN VALLEY REGION WATER AUTHORITY
TOMKINSON • Project Managers • Surveyors • Engineers • Planners • www.tomkinson.com.au		LICENSED SURVEYOR : PAUL THOMAS TOMKINSON SIGNATURE <i>[Signature]</i> DATE 3 / 03 / 03 REF: 5566/50 VERSION: G		
		AC398033W 13/10/2003 \$59 173		

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

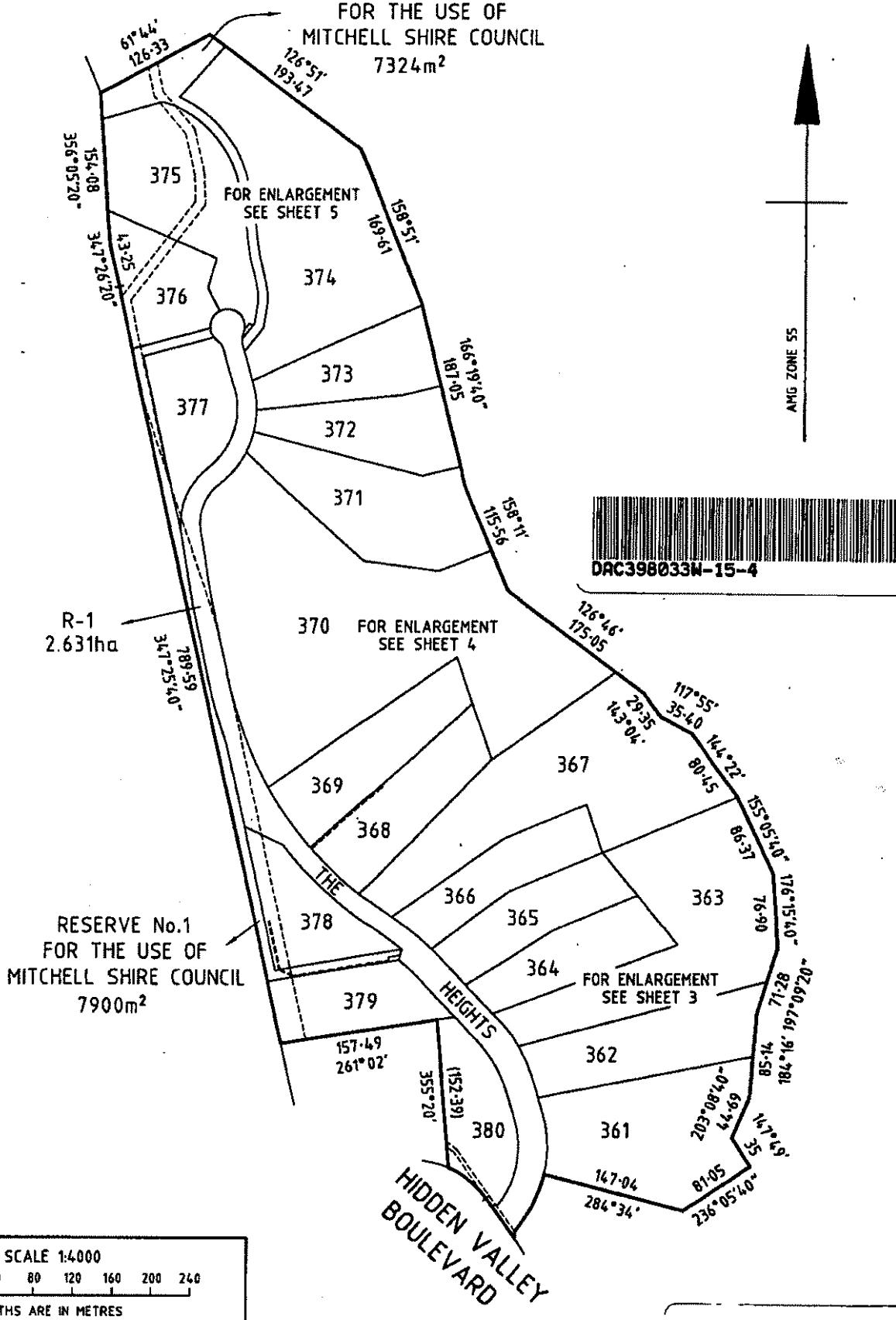
PS 510635L

RESERVE No.2

FOR THE USE OF

MITCHELL SHIRE COUNCIL

7324m²



SCALE 1:4000
0 40 80 120 160 200 240

LENGTHS ARE IN METRES

TOMKINSON
•Project Managers • Surveyors • Engineers • Planners •
www.tomkinson.com.au
Suite 404, 4th Floor
370 St Kilda Road
Melbourne 3004
Telephone: (03) 9686 5488
Facsimile: (03) 9686 5477
Email: melbourne@tomkinson.com.au

LICENSED SURVEYOR : PAUL THOMAS TOMKINSON

SIGNATURE:

DATE: 3/03/

REF: 5566/50

VERSION: G

AC398033W

13/10/2003 \$59

173



SEE SHEET 4 FOR CONTINUATION

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS

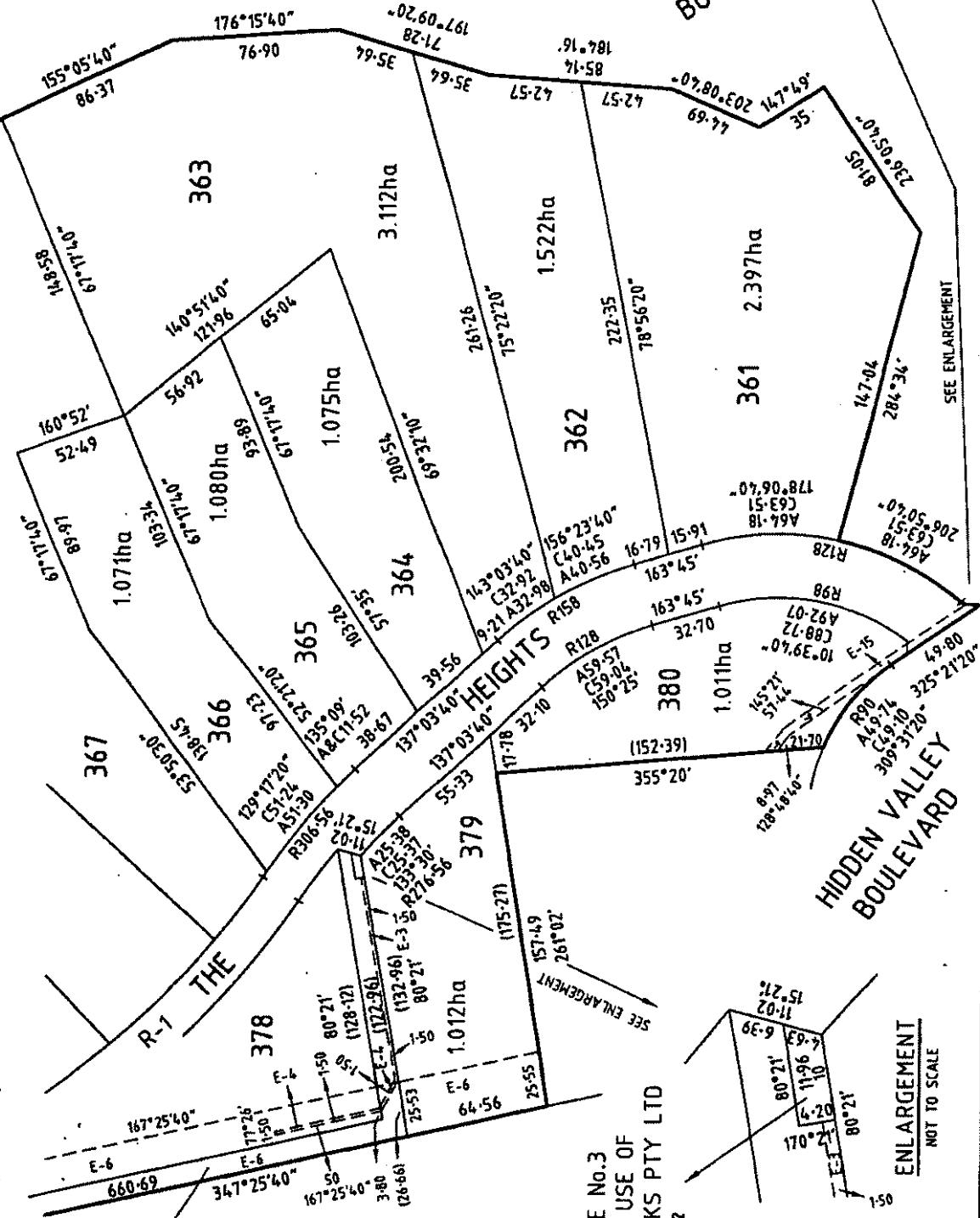
RESERVE No.1
FOR THE USE OF
MITCHELL SHIRE COUNCIL
7900m²

AC398033W

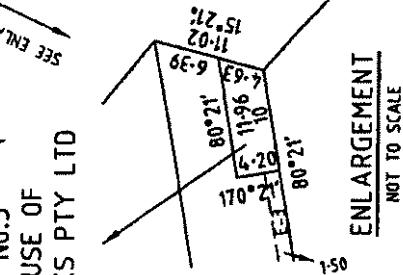
13/10/2003 159

AMG ZONE 55

DAC398033W-16-8



RESERVE No.3
FOR THE USE OF
TXU NETWORKS PTY LTD
4,6m²



ENLARGEMENT
NOT TO SCALE

TOMKINSON
Project Managers • Surveyors • Engineers • Planners • Architects
www.tomkinson.com.au
Suite 404, 4th Floor
370 St Kilda Road
Melbourne 3004
Telephone: (03) 9686 5488
Facsimile: (03) 9686 5477
Email: melbourne@tomkinson.com.au

SCALE 1:2000
20 0 20 40 60 80 100 120
LENGTHS ARE IN METRES

LICENSED SURVEYOR : PAUL THOMAS TOMKINSON

SIGNATURE: DATE: 3/03/03
REF: 5566/50 VERSION: G

DATE 3/10/2003
SIGNATURE: DATE: 3/10/2003
CONCISE DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3
PG 3/8/03

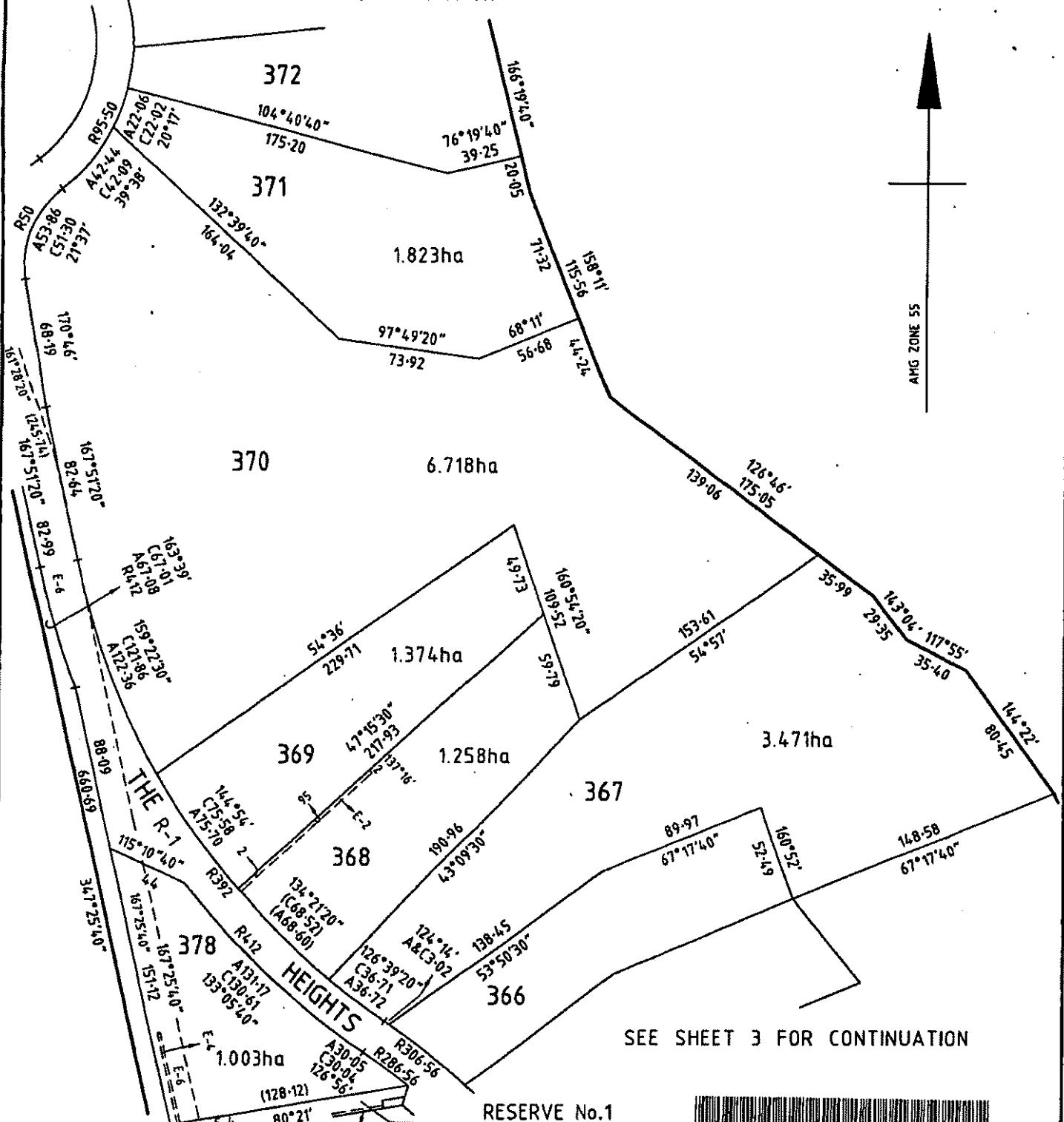
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 510635L

SEE SHEET 5 FOR CONTINUATION



SEE SHEET 3 FOR CONTINUATION

RESERVE No.1
FOR THE USE OF
MITCHELL SHIRE COUNCIL
7900m²



SCALE 1:2000
20 0 20 40 60 80 100 120
LENGTHS ARE IN METRES

TOMKINSON
• Project Managers • Surveyors • Engineers • Planners •
www.tomkinson.com.au
Suite 404, 4th Floor
370 St Kilda Road
Melbourne 3004
Telephone: (03) 9686 5488
Facsimile: (03) 9686 5477
E-mail: melbourne@tomkinson.com.au

LICENSED SURVEYOR : PAUL THOMAS TOMKINSON
SIGNATURE: DATE: 3/03/03
REF: 5566/50 VERSION: G

13/10/2003 \$59 173
AC398033W
PG 3.3.83
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 510635L

RESERVE No.2
FOR THE USE OF
MITCHELL SHIRE COUNCIL
7325m²

RESERVE No.4
FOR THE USE OF
TXU NETWORKS PTY LTD
53m²



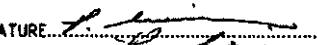
AMG ZONE 55

RESERVE No.1
FOR THE USE OF
MITCHELL SHIRE COUNCIL
7900m²

SCALE 1:2000
20 0 20 40 60 80 100 120
LENGTHS ARE IN METRES

TOMKINSON
Project Managers • Surveyors • Engineers • Planners •
www.tomkinson.com.au
Suite 404, 4th Floor
370 St Kilda Road
Melbourne 3004
Telephone: (03) 9686 5488
Facsimile: (03) 9686 5477
E-mail: melbourne@tomkinson.com.au

LICENSED SURVEYOR : PAUL THOMAS TOMKINSON

SIGNATURE:  DATE: 3/03/03

REF: 5566/50

VERSION: G

AC398033W

13/10/2003 \$59

173



PG 3.3.03

ORIGINAL SHEET SIZE A3

SEE SHEET 4 FOR CONTINUATION



DAC398033W-18-5

ANNEXURE B
Building Envelope Plan

Attached.

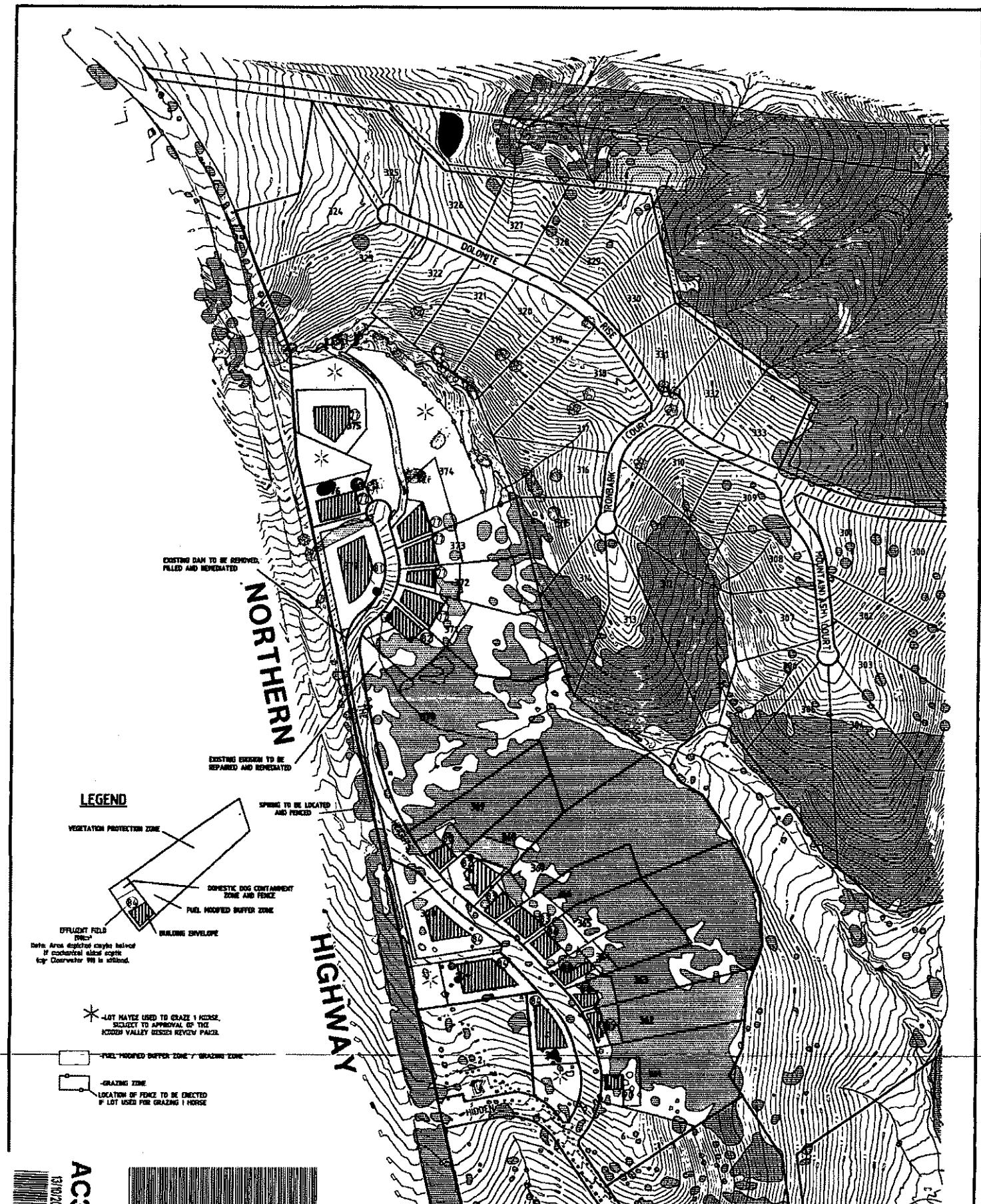


DAC398033W-19-9

AC398033W

13/10/2003 \$59 173





AC398033W
13/10/2003 159



MKINSON
imagers • Surveyors • Engineers • Planners
www.tomkinson.com.au
184 404, 4th Floor
2 St Kilda Road
Melbourne 3004
Telephone: (03) 9586 5488
Facsimile: (03) 9586 5477
Email: ms@melbourne.tomkinson.com.au

BUILDING ENVELOPE PLAN

"THE HEIGHTS"

HIDDEN VALLEY - WALLAN

SCALE 1:5000

A horizontal number line starting at 50 and ending at 200. Major tick marks are labeled at 50, 0, 50, 100, 150, and 200. Minor tick marks are present between each major label, indicating increments of 25 units.

SHEET 1 OF 1 SHEETS

REF: 5566

PG 8.8.03

LOT 361

(THE HEIGHTS)

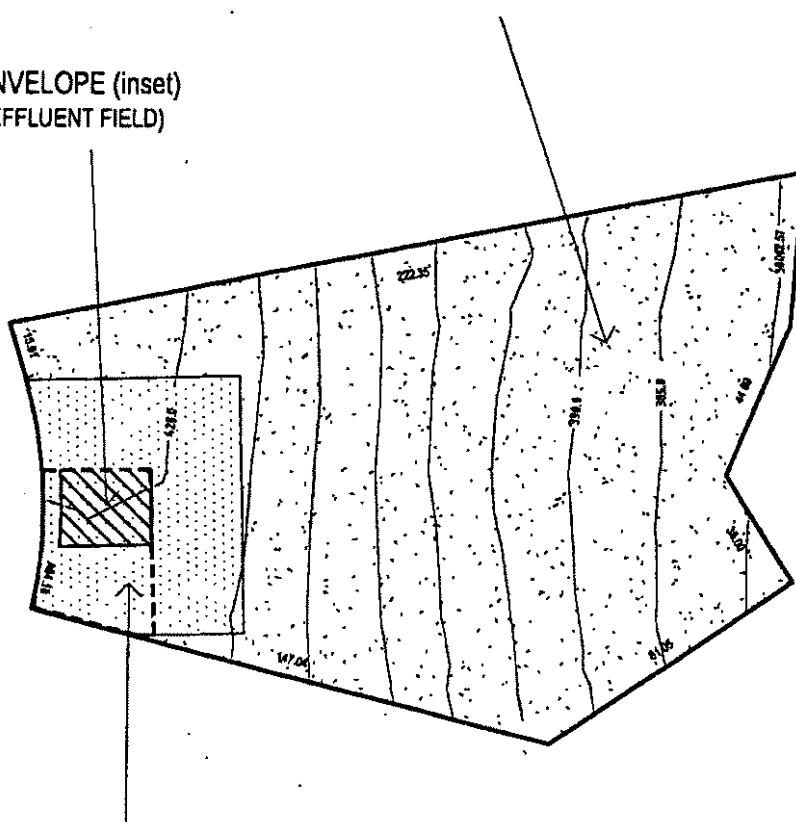


brucshenderson
architects
pty ltd
abn 88 411 417 873
182 Toorak Road
South Yarra
Victoria 3141 Australia

BUILDING ENVELOPE (inset)
(TO CONTAIN EFFLUENT FIELD)

PRELIMINARY

THE
HEIGHTS



AC398033W

13/10/2003 \$59

173

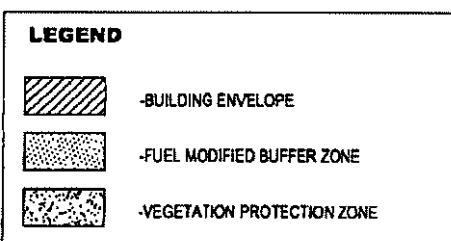
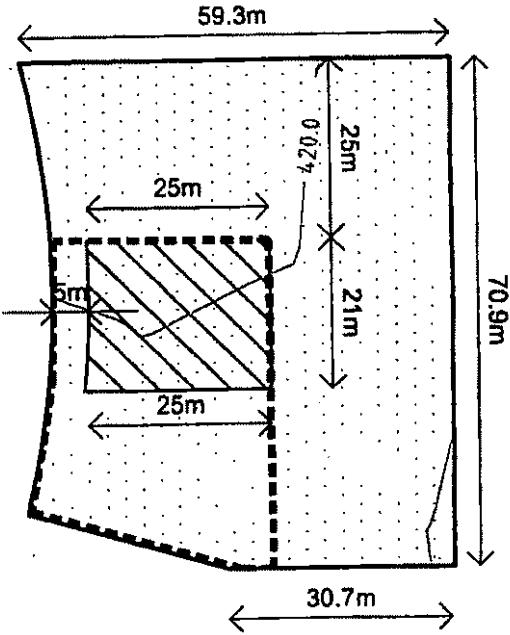


DOMESTIC DOG CONTAINMENT
ZONE WITHIN FENCE (DASHED)



DAC398033W-21-8

BUILDING ENVELOPE
(shown to fuel modified buffer zone)



NOTE: CONTOURS ARE AT 5M INTERVALS

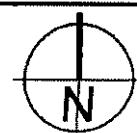
HIDDEN
VALLEY



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL

RE-ISSUED 15.08.03



SCALE 1:2000

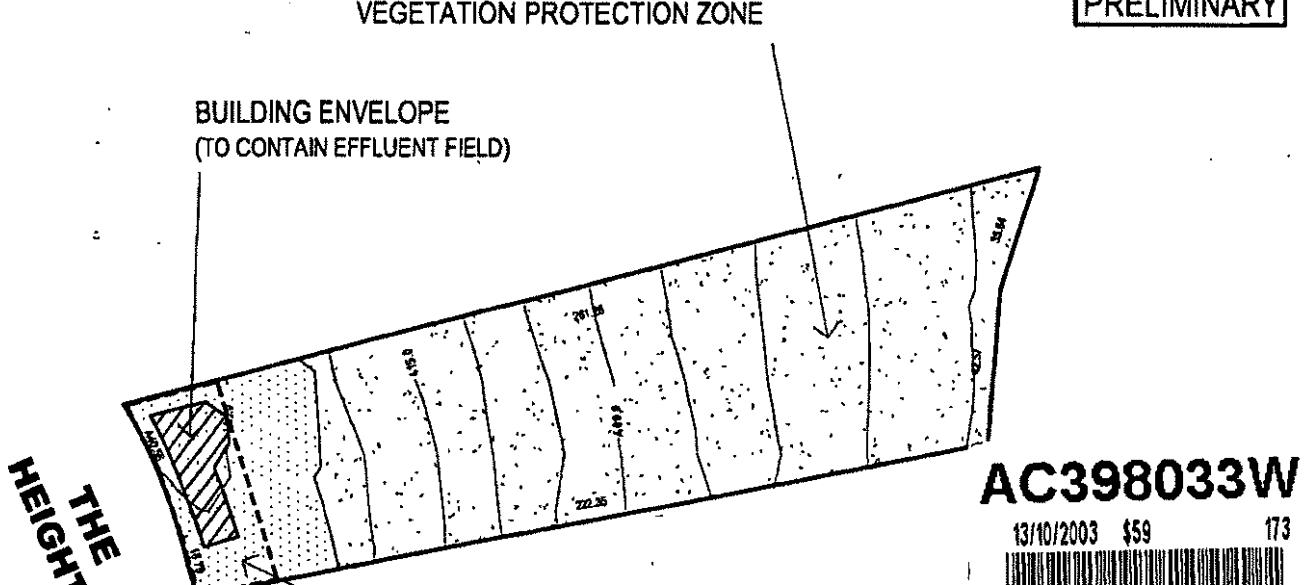
LOT 362

(THE HEIGHTS)



brucehenderson
architects
pty ltd
abn 66 411 417 573
162 Toorak Road
South Yarra
Victoria 3141 Australia

PRELIMINARY

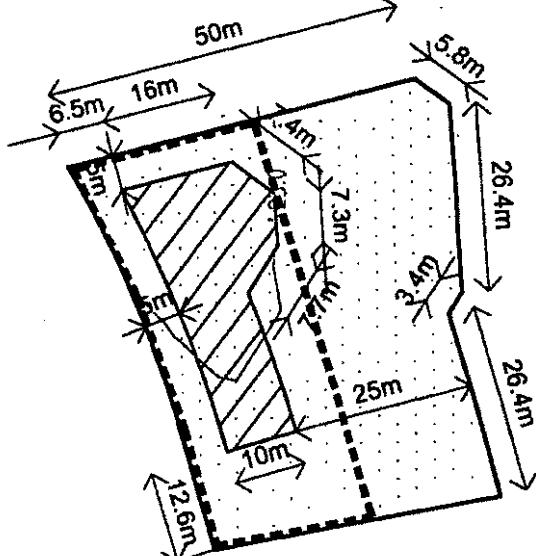


DOMESTIC DOG CONTAINMENT
ZONE WITHIN FENCE (DASHED)



DAC398033W-22-1

BUILDING ENVELOPE
(shown to fuel modified buffer zone)



LEGEND

- BUILDING ENVELOPE
- FUEL MODIFIED BUFFER ZONE
- VEGETATION PROTECTION ZONE

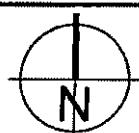
NOTE: CONTOURS ARE AT 5M INTERVALS



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL

RE-ISSUED 15.08.03



SCALE 1:2000

LOT 363

(THE HEIGHTS)



brucshenderson
architects
pty ltd
abn 88 411 417 973
162 Toorak Road
South Yarra
Victoria 3141 Australia

PRELIMINARY

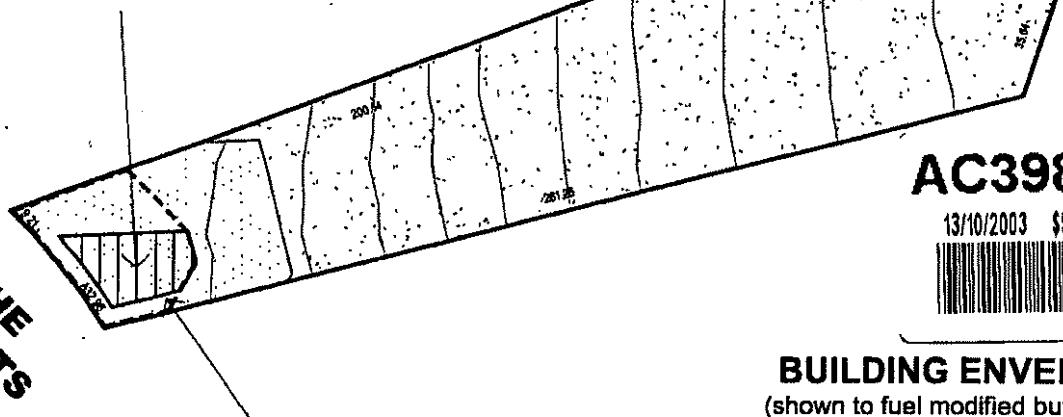
VEGETATION PROTECTION ZONE



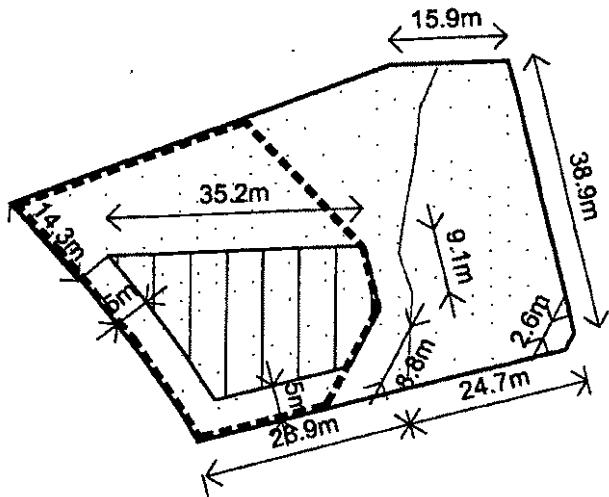
DAC398033N-23-5

BUILDING ENVELOPE
(TO CONTAIN EFFLUENT FIELD)

THE
HEIGHTS



DOMESTIC DOG CONTAINMENT
ZONE WITHIN FENCE (DASHED)



LEGEND



-BUILDING ENVELOPE



-FUEL MODIFIED BUFFER ZONE



-VEGETATION PROTECTION ZONE

NOTE: CONTOURS ARE AT 5M INTERVALS

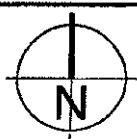
HIDDEN
VALLEY



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL

RE-ISSUED 15.08.03



SCALE 1:2000

LOT 364

(THE HEIGHTS)



brucehenderson
architects
pty ltd
abn 85 411 417 873
162 Toorak Road
South Yarra
Victoria 3141 Australia

PRELIMINARY

AC398033W

13/10/2003 \$59

173

VEGETATION PROTECTION ZONE



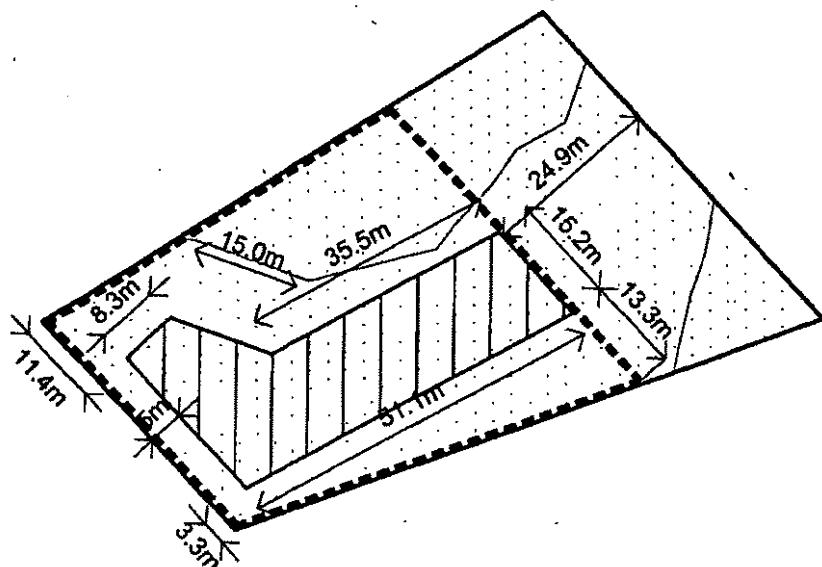
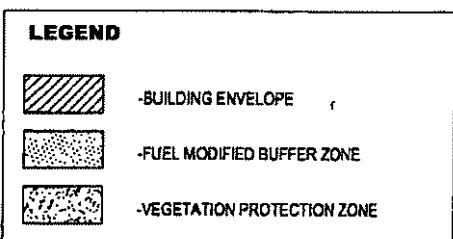
DAC398033W-24-9

THE
HEIGHTS

DOMESTIC DOG CONTAINMENT
ZONE WITHIN FENCE (DASHED)

BUILDING ENVELOPE
(TO CONTAIN EFFLUENT FIELD)

BUILDING ENVELOPE
(shown to fuel modified buffer zone)



NOTE: CONTOURS ARE AT 5M INTERVALS

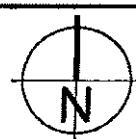
RE-ISSUED 15.08.03

HIDDEN
VALLEY



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL



SCALE 1:2000

LOT 365

(THE HEIGHTS)



brucehenderson
architects
pty ltd
abn 88 411 417 873
162 Toorak Road
South Yarra
Victoria 3141 Australia

PRELIMINARY

VEGETATION PROTECTION ZONE

AC398033W

13/10/2003 \$59

173



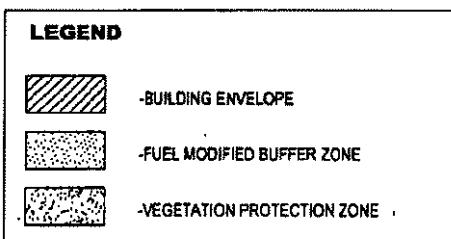
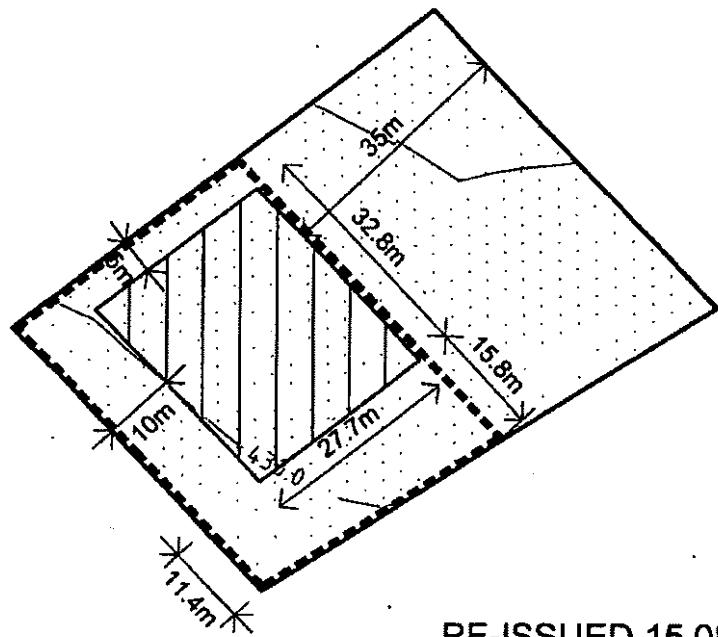
THE
HEIGHTS

DOMESTIC DOG CONTAINMENT
ZONE WITHIN FENCE (DASHED)

BUILDING ENVELOPE
(TO CONTAIN EFFLUENT FIELD)

BUILDING ENVELOPE
(shown to fuel modified buffer zone)

DAC398033W-25-2



NOTE: CONTOURS ARE AT 5M INTERVALS

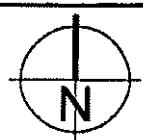
RE-ISSUED 15.08.03

HIDDEN
VALLEY



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL



SCALE 1:2000

LOT 366

(THE HEIGHTS)



brucehenderson
architects
pty ltd
abn 66 411 417 873
162 Toorak Road
South Yarra
Victoria 3141 Australia

VEGETATION PROTECTION ZONE

PRELIMINARY

AC398033W

13/10/2003 \$59 173



THE
HEIGHTS

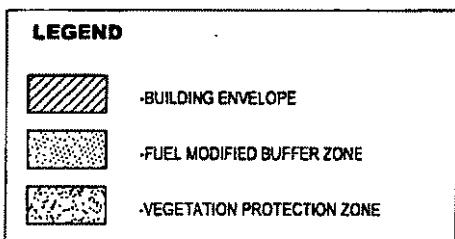
DOMESTIC DOG CONTAINMENT
ZONE WITHIN FENCE (DASHED)

BUILDING ENVELOPE
(TO CONTAIN EFFLUENT FIELD)

BUILDING ENVELOPE
(shown to fuel modified buffer zone)



DAC398033W-26-6



NOTE: CONTOURS ARE AT 5M INTERVALS

HIDDEN
VALLEY



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL



SCALE 1:2000

RE-ISSUED 15.08.03

LOT 367

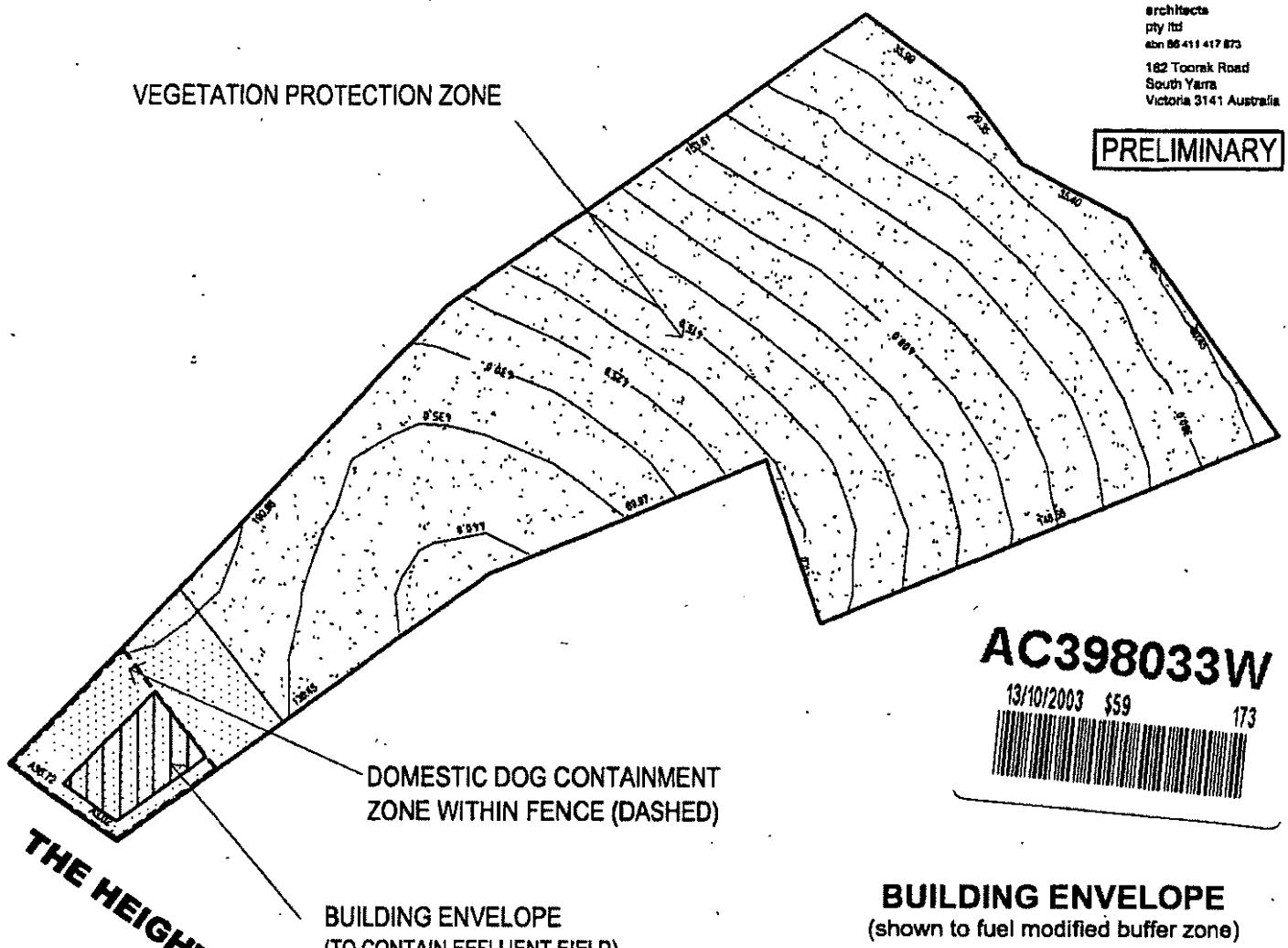
(THE HEIGHTS)



brucehenderson
architects
pty ltd
abn 66 411 417 873
182 Toorak Road
South Yarra
Victoria 3141 Australia

PRELIMINARY

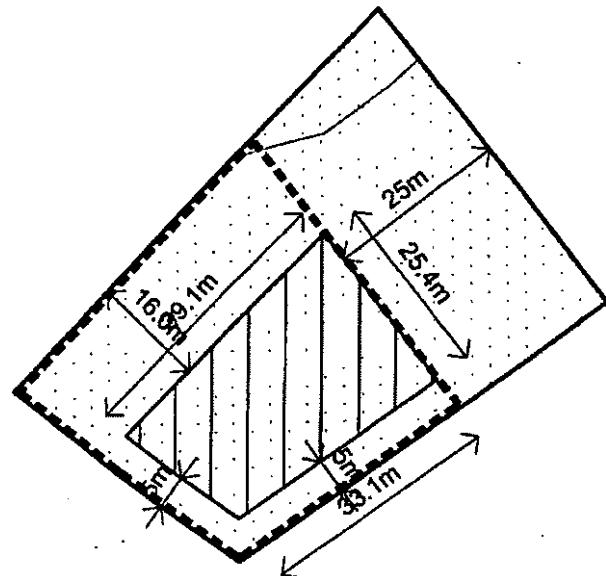
VEGETATION PROTECTION ZONE



BUILDING ENVELOPE
(shown to fuel modified buffer zone)



DAC398033W-27-0



RE-ISSUED 15.08.03

LEGEND

- BUILDING ENVELOPE
- FUEL MODIFIED BUFFER ZONE
- VEGETATION PROTECTION ZONE

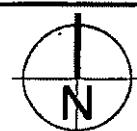
NOTE: CONTOURS ARE AT 5M INTERVALS

HIDDEN
VALLEY



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL



SCALE 1:2000

LOT 368

(THE HEIGHTS)



brucehenderson
architects
pty ltd
abn 88 411 417 873
182 Toorak Road
South Yarra
Victoria 3141 Australia



DAC398033W-28-3

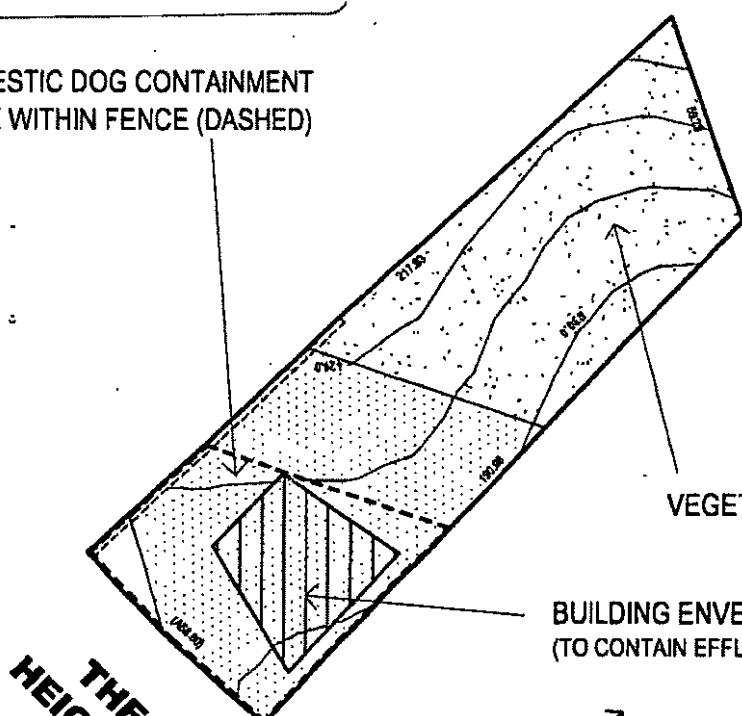
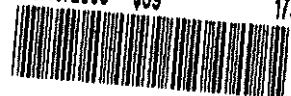
DOMESTIC DOG CONTAINMENT
ZONE WITHIN FENCE (DASHED)

PRELIMINARY

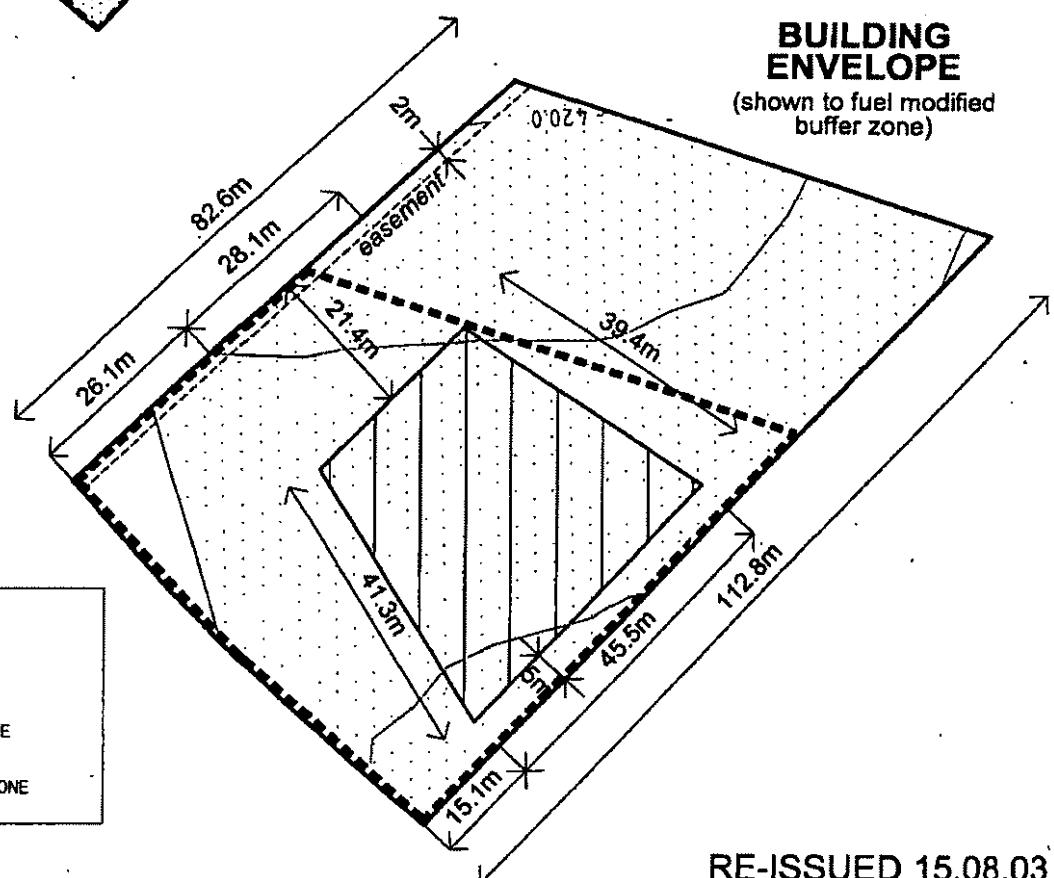
AC398033W

13/10/2003 \$59

173



THE
HEIGHTS

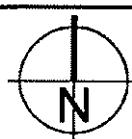


HIDDEN
VALLEY



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL



SCALE 1:2000

LOT 369

(THE HEIGHTS)



bruce henderson
architects
pty ltd
abn 85 411 417 873
162 Toorak Road
South Yarra
Victoria 3141 Australia

PRELIMINARY

AC398033W

13/10/2003 \$59

173



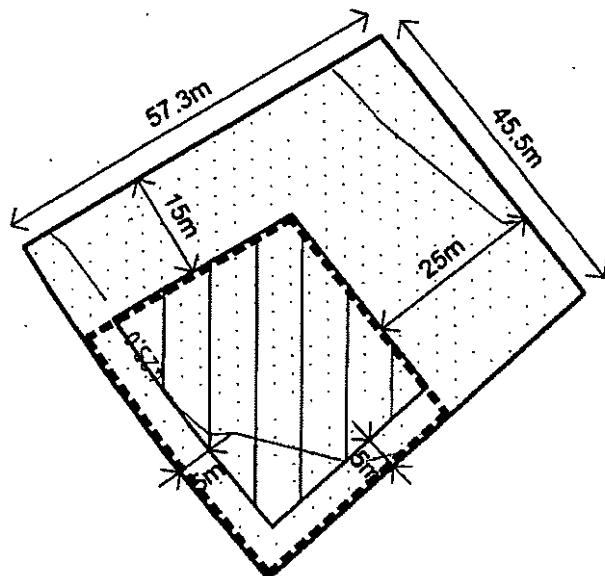
DOMESTIC DOG CONTAINMENT
ZONE WITHIN FENCE (DASHED)

THE
HEIGHTS

VEGETATION PROTECTION ZONE

BUILDING ENVELOPE
(TO CONTAIN EFFLUENT FIELD)

BUILDING ENVELOPE
(shown to fuel modified buffer zone)



LEGEND

- BUILDING ENVELOPE
- FUEL MODIFIED BUFFER ZONE
- VEGETATION PROTECTION ZONE

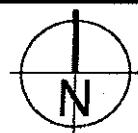
NOTE: CONTOURS ARE AT 5M INTERVALS

HIDDEN
VALLEY



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL



RE-ISSUED 19.08.03

SCALE 1:2000

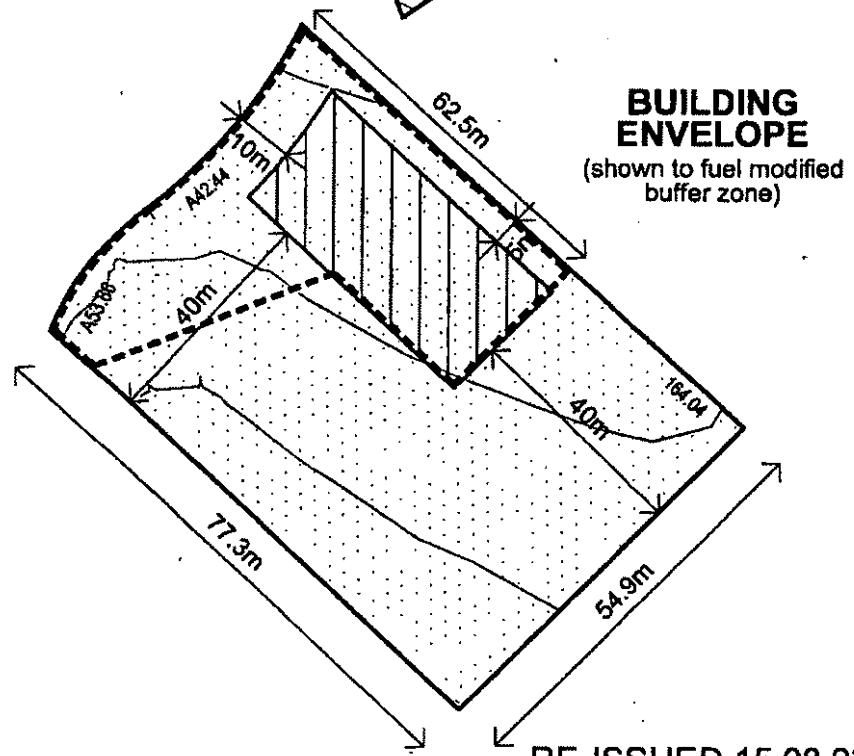
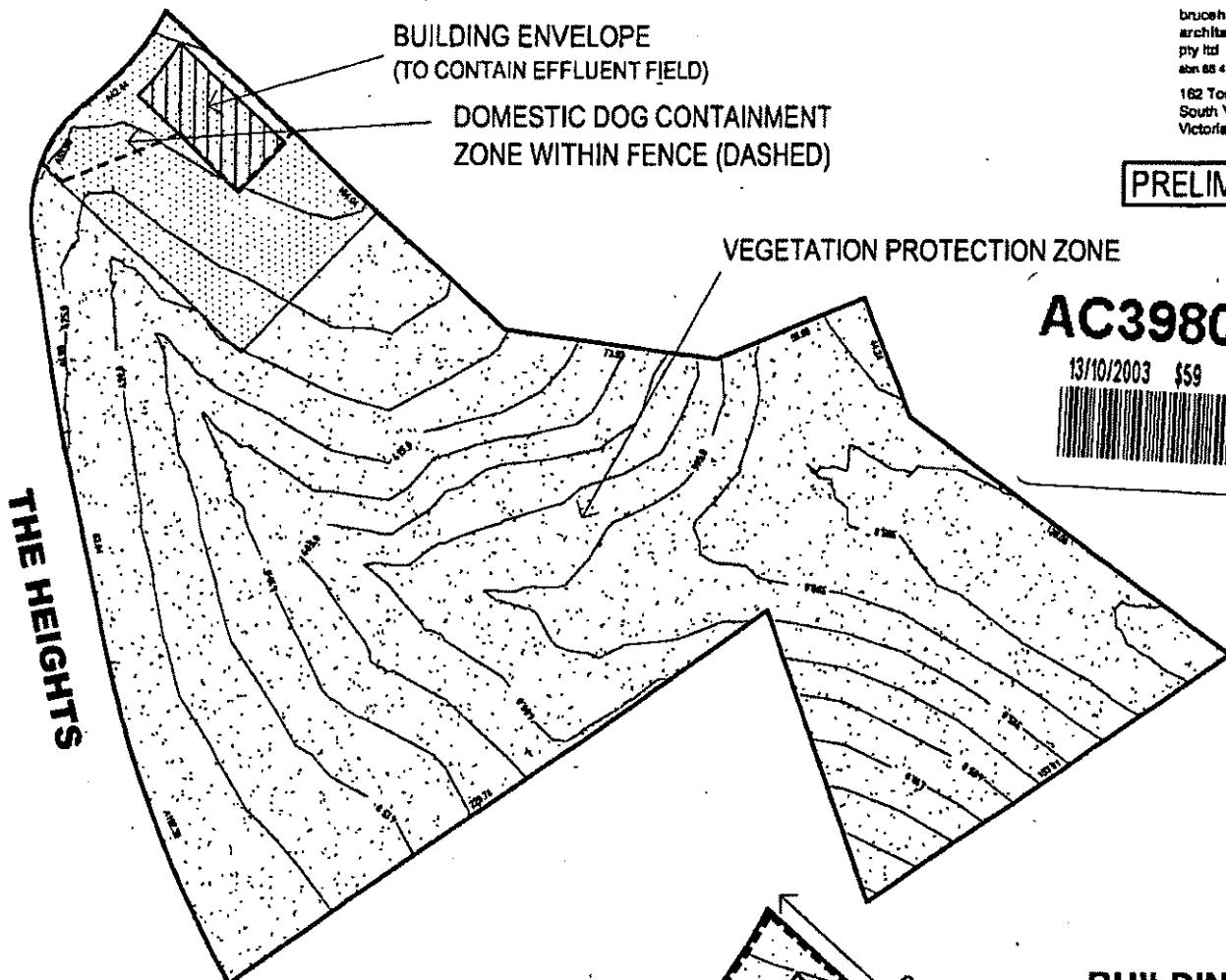
LOT 370

(THE HEIGHTS)



bruce henderson
architects
pty ltd
act 65 411 417 873
162 Toorak Road
South Yarra
Victoria 3141 Australia

PRELIMINARY

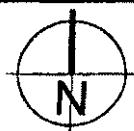


NOTE: CONTOURS ARE AT 5M INTERVALS



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL



SCALE 1:2500

LOT 371

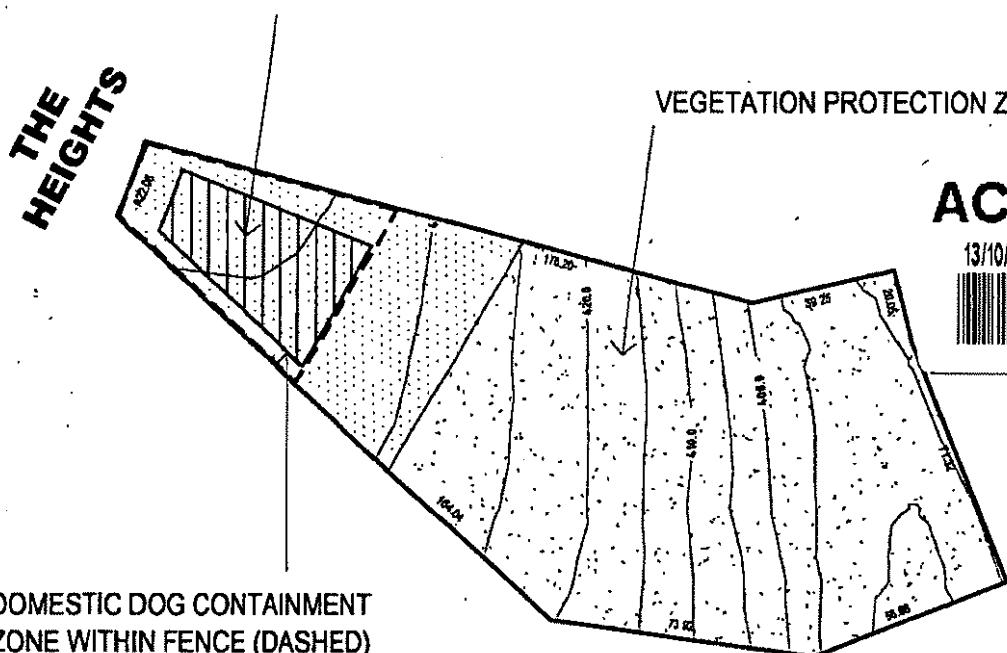
(THE HEIGHTS)



brucehenderson
architects
pty ltd
abn 89 411 417 873
182 Toorak Road
South Yarra
Victoria 3141 Australia

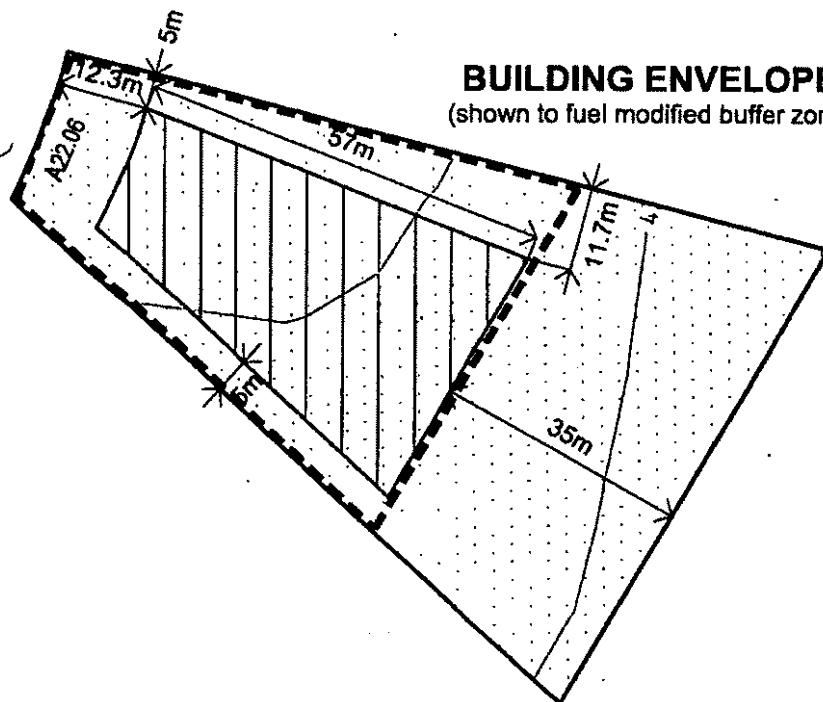
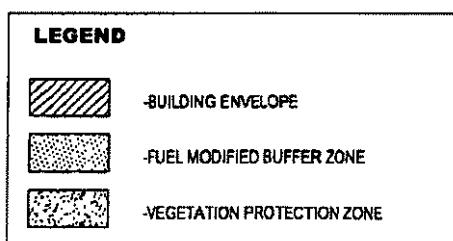
BUILDING ENVELOPE
(TO CONTAIN EFFLUENT FIELD)

PRELIMINARY



AC398033W-31-6

BUILDING ENVELOPE
(shown to fuel modified buffer zone)



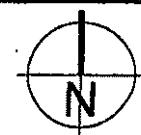
NOTE: CONTOURS ARE AT 5M INTERVALS

RE-ISSUED 15.08.03



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL



SCALE 1:2000

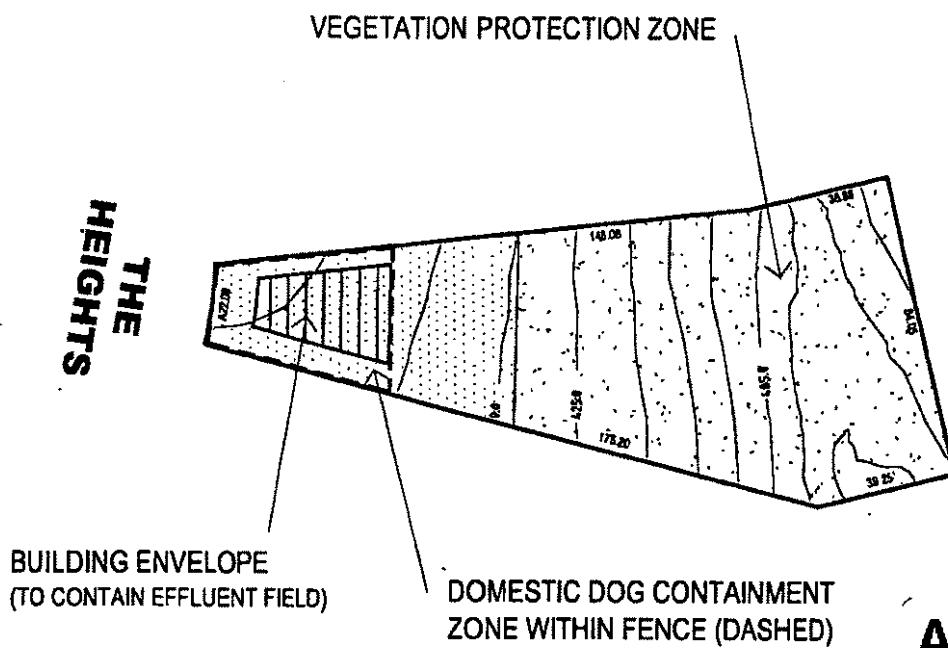
LOT 372

(THE HEIGHTS)



brucehenderson
architects
pty ltd
abn 88 411 417 873
162 Toorak Road
South Yarra
Victoria 3141 Australia

PRELIMINARY



AC398033W

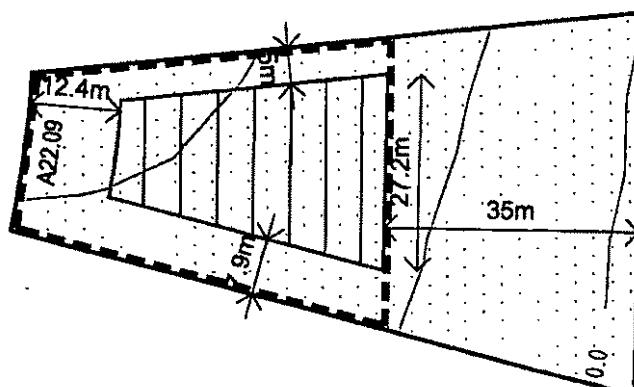
13/10/2003 \$59

173



DRC398033W-32-0

BUILDING ENVELOPE (shown to fuel modified buffer zone)



LEGEND

- BUILDING ENVELOPE
- FUEL MODIFIED BUFFER ZONE
- VEGETATION PROTECTION ZONE

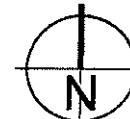
NOTE: CONTOURS ARE AT 5M INTERVALS



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL

RE-ISSUED 15.08.03



SCALE 1:2000

LOT 373

(THE HEIGHTS)



brucehenderson
architects
pty ltd
abn 88 411 417 873
182 Toorak Road
South Yarra
Victoria 3141 Australia

PRELIMINARY

VEGETATION PROTECTION ZONE

AC398033W

13/10/2003 \$59 173



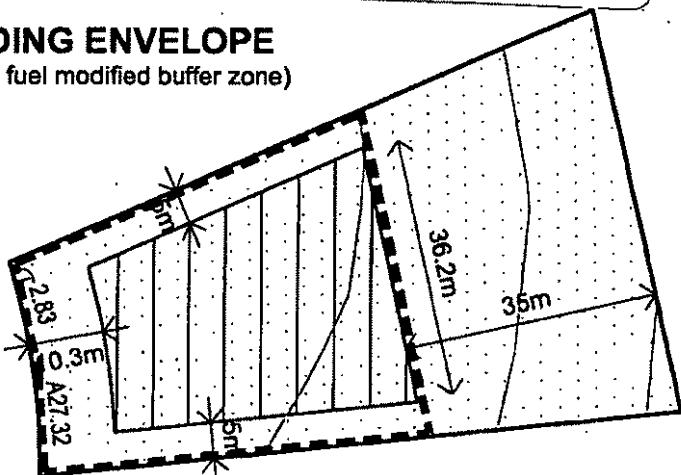
THE
HEIGHTS

BUILDING ENVELOPE
(TO CONTAIN EFFLUENT FIELD)

DOMESTIC DOG CONTAINMENT
ZONE WITHIN FENCE (DASHED)

DAC398033W-33-3

BUILDING ENVELOPE
(shown to fuel modified buffer zone)



LEGEND

- BUILDING ENVELOPE
- FUEL MODIFIED BUFFER ZONE
- VEGETATION PROTECTION ZONE

NOTE: CONTOURS ARE AT 5M INTERVALS

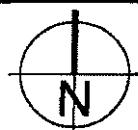
HIDDEN
VALLEY



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL

RE-ISSUED 15.08.03



SCALE 1:2000

LOT 374

(THE HEIGHTS)



brucehenderson
architects
pty ltd
teln 03 411 417 873
162 Toorak Road
South Yarra
Victoria 3141 Australia

DAC398033W-34-7

PRELIMINARY

LOCATION OF FENCE FOR
HORSE GRAZING IF APPROVED
(REFER LEGEND BELOW))

AC398033W

13/10/2003 \$59

173

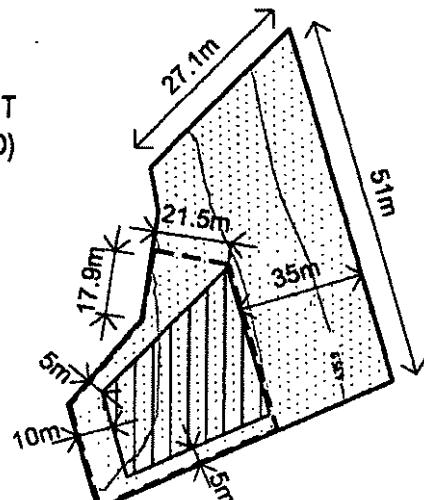


BUILDING ENVELOPE
(TO CONTAIN EFFLUENT FIELD)

THE HEIGHTS

DOMESTIC DOG CONTAINMENT
ZONE WITHIN FENCE (DASHED)

BUILDING ENVELOPE
(shown to fuel modified buffer zone)



LEGEND

- GRAZING ZONE
- LOCATION OF FENCE TO BE ERECTED
IF LOT USED FOR HORSE GRAZING.
THIS LOT MAYBE USED TO GRAZE 1 HORSE,
SUBJECT TO APPROVAL OF THE
HIDDEN VALLEY DESIGN REVIEW PANEL
- BUILDING ENVELOPE
- FUEL MODIFIED BUFFER ZONE
- VEGETATION PROTECTION ZONE

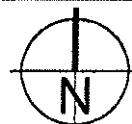
NOTE: CONTOURS ARE AT 5M INTERVALS



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL

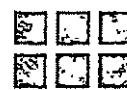
RE-ISSUED 15.08.03



SCALE 1:2000

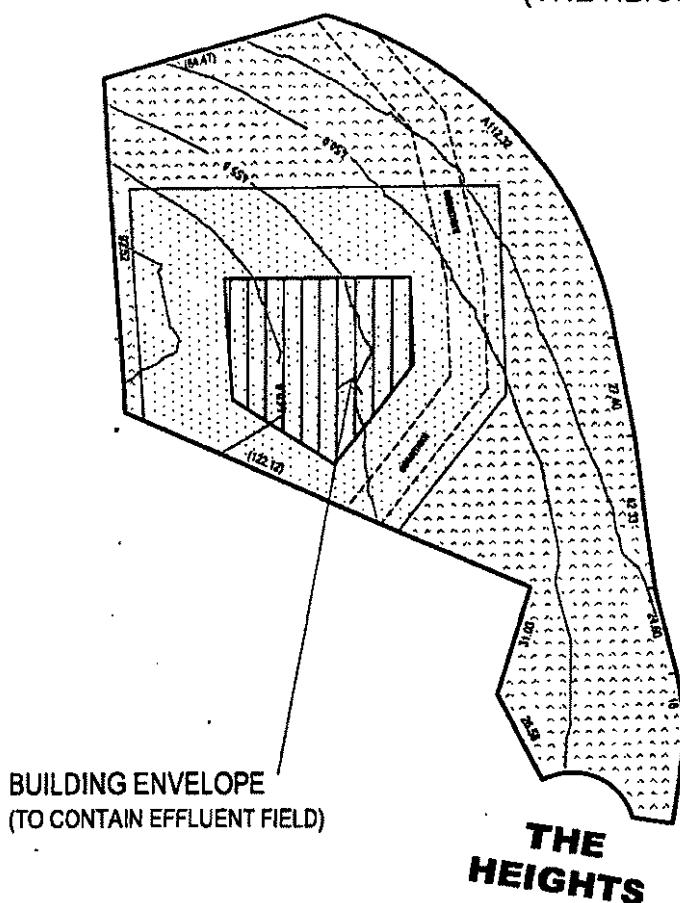
LOT 375

(THE HEIGHTS)



brucelhenderson
architects
pty ltd
abn 88 411 417 873
162 Toorak Road
South Yarra
Victoria 3141 Australia

PRELIMINARY



AC398033W

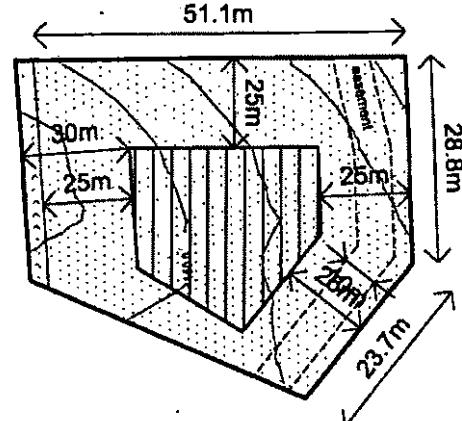
13/10/2003 \$59 173



DAC398033W-35-1



BUILDING ENVELOPE (shown to fuel modified buffer zone)



LEGEND

	-GRAZING ZONE
	-BUILDING ENVELOPE
	-FUEL MODIFIED BUFFER ZONE
	-VEGETATION PROTECTION ZONE

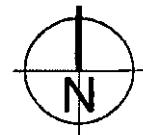
NOTE: CONTOURS ARE AT 5M INTERVALS



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL

RE-ISSUED 15.08.03



SCALE 1:2000

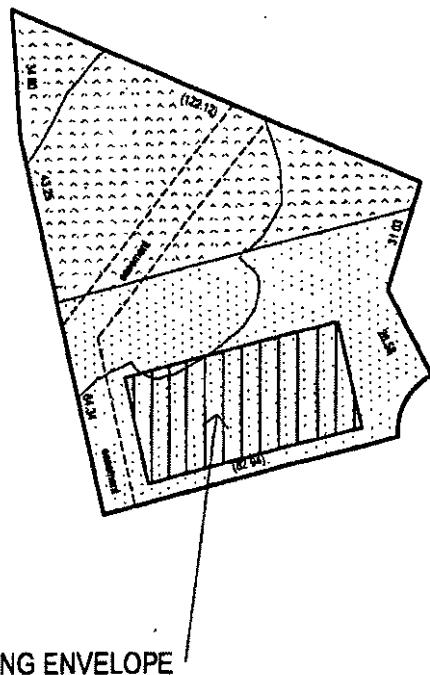
LOT 376

(THE HEIGHTS)



brucehenderson
architects
pty ltd
abn 86 411 417 673
162 Toorak Road
South Yarra
Victoria 3141 Australia

PRELIMINARY



THE
HEIGHTS

AC398033W

13/10/2003 \$59 173

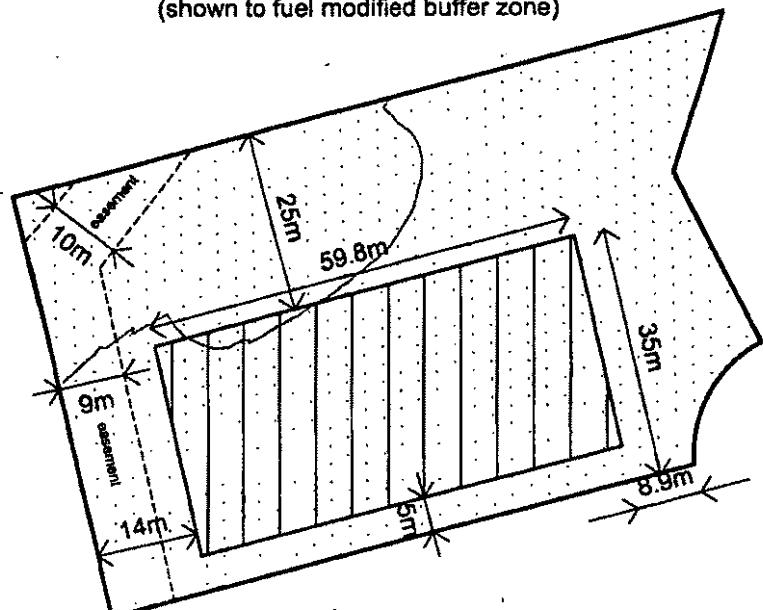


BUILDING ENVELOPE
(TO CONTAIN EFFLUENT FIELD)



DRC398033W-36-4

BUILDING ENVELOPE
(shown to fuel modified buffer zone)



LEGEND

	-GRAZING ZONE
	-BUILDING ENVELOPE
	-FUEL MODIFIED BUFFER ZONE
	-VEGETATION PROTECTION ZONE

NOTE: CONTOURS ARE AT 5M INTERVALS

HIDDEN
VALLEY



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL

RE-ISSUED 15.08.03



SCALE 1:2000

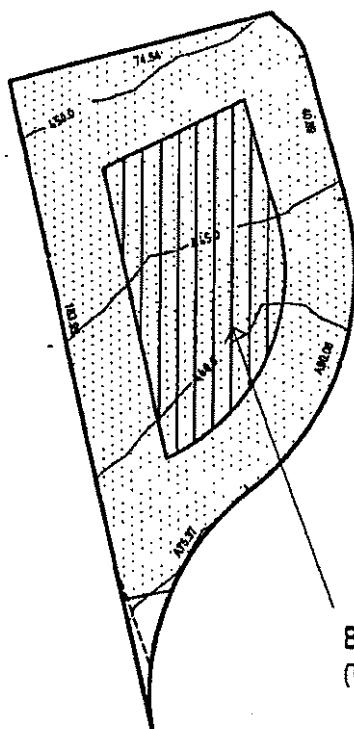
LOT 377

(THE HEIGHTS)



brucehenderson
architects
pty ltd
abn 88 411 417 573
162 Teorak Road
South Yarra
Victoria 3141 Australia

PRELIMINARY

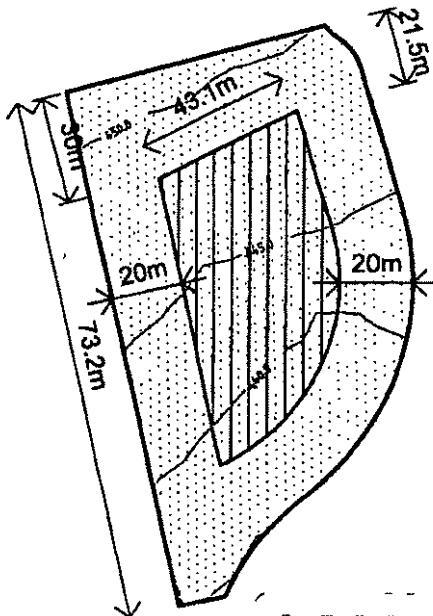


THE HEIGHTS

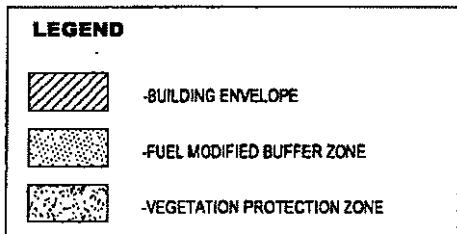
BUILDING ENVELOPE
(TO CONTAIN EFFLUENT FIELD)

AC398033W-37-8

BUILDING ENVELOPE
(shown to fuel modified buffer zone)



AC398033W



NOTE: CONTOURS ARE AT 5M INTERVALS

HIDDEN
VALLEY



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL

13/10/2003 \$59

173



SCALE 1:2000

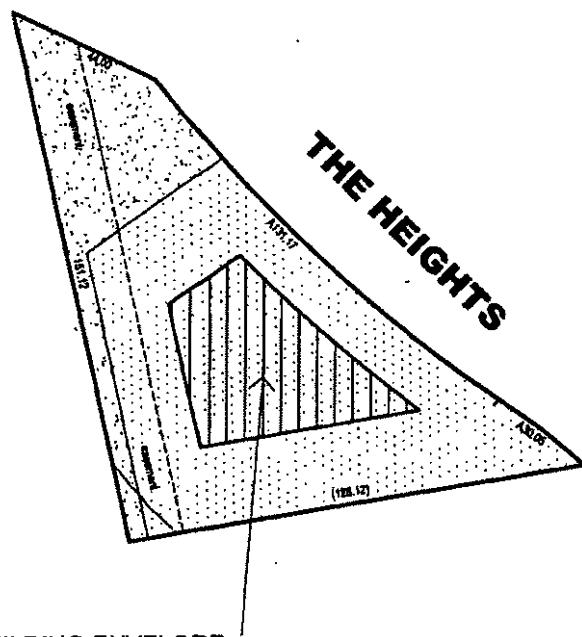
LOT 378

(THE HEIGHTS)



brucehenderson
architects
pty ltd
son 03 411 417 873
162 Toorak Road
South Yarra
Victoria 3141 Australia

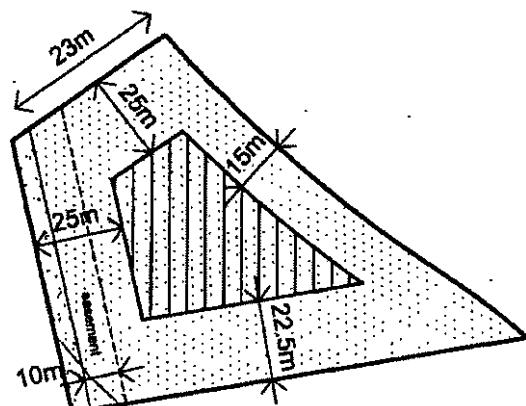
PRELIMINARY



BUILDING ENVELOPE
(TO CONTAIN EFFLUENT FIELD)



DAC398033W-38-1



LEGEND

- BUILDING ENVELOPE
- FUEL MODIFIED BUFFER ZONE
- VEGETATION PROTECTION ZONE

NOTE: CONTOURS ARE AT 5M INTERVALS

HIDDEN
VALLEY



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL

13/10/2003 \$59

173



SCALE 1:2000

LOT 379

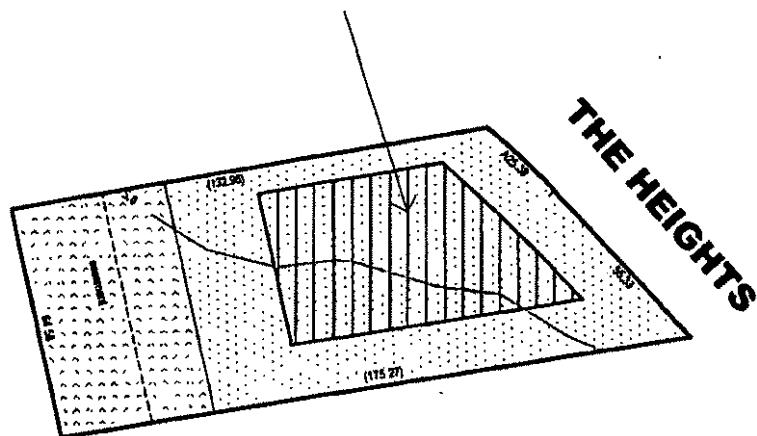
(THE HEIGHTS)



brucehenderson
architects
pty ltd
abn 68 411 417 873
162 Toorak Road
South Yarra
Victoria 3141 Australia

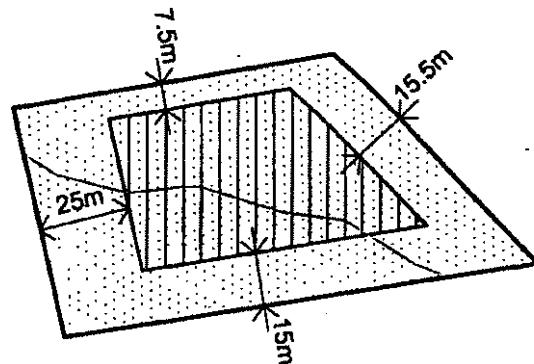
PRELIMINARY

BUILDING ENVELOPE
(TO CONTAIN EFFLUENT FIELD)



DAC398033W-39-5

BUILDING ENVELOPE
(shown to fuel modified buffer zone)



LEGEND

	-GRAZING ZONE
	-BUILDING ENVELOPE
	-FUEL MODIFIED BUFFER ZONE
	-VEGETATION PROTECTION ZONE

NOTE: CONTOURS ARE AT 5M INTERVALS



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL

AC398033W
13/10/2003 \$59 173



SCALE 1:2000

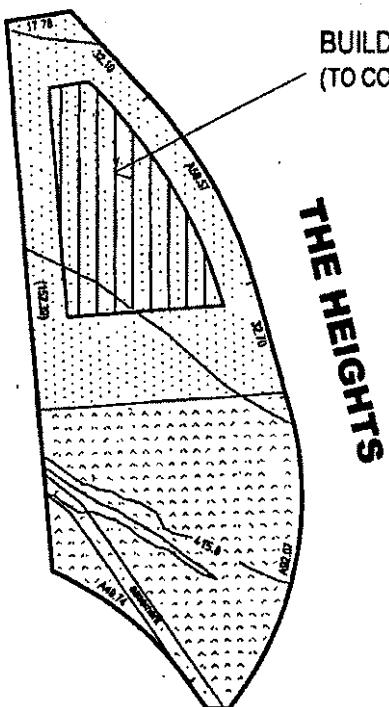
LOT 380

(THE HEIGHTS)



brucehenderson
architects
pty ltd
abn 66 411 417 873
162 Toorak Road
South Yarra
Victoria 3141 Australia

PRELIMINARY

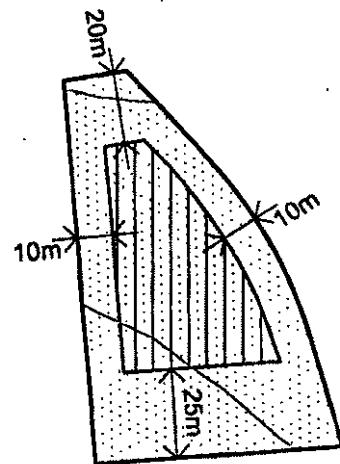


BUILDING ENVELOPE
(TO CONTAIN EFFLUENT FIELD)



DAC398033W-40-1

BUILDING ENVELOPE (shown to fuel modified buffer zone)



LEGEND

	-GRAZING ZONE THIS LOT MAYBE USED TO GRAZE 1 HORSE, SUBJECT TO APPROVAL OF THE HIDDEN VALLEY DESIGN REVIEW PANEL
	-BUILDING ENVELOPE
	-FUEL MODIFIED BUFFER ZONE
	-VEGETATION PROTECTION ZONE

NOTE: CONTOURS ARE AT 5M INTERVALS



BUILDING WORKS WILL NOT EXCEED
7.0 METRES ABOVE THE HEIGHT DATUM

NOTE: NO TREES ARE TO BE REMOVED DURING
CONSTRUCTION OF DWELLINGS WITHOUT
HIDDEN VALLEY DESIGN REVIEW PANEL APPROVAL

DE ISSUED 15/09/06
AC398033W

13/10/2003 \$59

173



ANNEXURE C
Land Management Guidelines

Attached.



DRC398033W-41-4

AC398033W

13/10/2003 \$59

173



AC398033W

13/10/2003 \$59

173



Drainage Lines:

- Drainage lines should be managed so as to prevent erosion of the bed and banks. Native vegetation along the drainage line assists to bind the soil and prevent erosion. Natural regeneration of trees and shrubs will occur provided they are not grazed, cut or slashed. Revegetation of drainage lines can be assisted by planting local indigenous species and weed removal.

Dealing with Animals and their Habitat:

- Control dogs to prevent them chasing wildlife such as wallabies and kangaroos. Dogs must not be allowed to roam unrestrained within Vegetation Protection Zones. When not on a leash, dogs must be confined within the Domestic Dog Containment Zone.
- Protect native wildlife and their homes e.g. Burrows, nests, tree hollows.
- Retain dead and/or fallen branches and trees within the Vegetation Protection Zone to provide shelter for tree and ground dwelling wildlife.
- Retain dead and/or fallen trees and branches where possible in the Fuel Modified Buffer Zone.
- Control vermin such as rabbits and foxes as required under the Catchment and Land Protection Act 1994.

Further information on land management at Hidden Valley can be found in the "Hidden Valley Flora and Fauna Environmental Guidelines" (Tract Consultants Pty Ltd, October 2002).

Contacts:

Contact the Department of Natural Resources and Environment, Port Phillip Region (ph. 9296 4400) or the Mitchell Shire Council's Environment Officer (ph. 5734 6200) for advice on many of the above issues.

Fencing

- Most of the lots on the east side of The Heights road reserve contain valuable fauna habitat. Fencing is controlled on these lots to facilitate the passage of native fauna through the area. Hidden Valley Australia has provided fences along the boundaries of these lots and no additional fencing (except in the case of a Domestic Dog Containment Zone or front fence) or change to the design of these fences is permitted.
 - On other lots, any new fencing is subject to the Design Review Panel's approval and must be designed in accordance with the Section 173 design requirements.
 - On Lots 374, 375, 376, 379 and 380 one horse may be grazed subject to the approval of the Hidden Valley Design Review Panel and the perimeter of the Zone and any trees being fenced. The top strand of the 3 strand wire fence must be white.

3. Land Management Guidelines

In addition to the above, due to the environmental significance of The Heights, landowners should take particular care when:

Planning and Constructing a House and Garden:

- Avoid earthworks on steep slopes to avoid serious erosion and down-slope deposition.
- Stabilise any areas of earthworks to avoid erosion and down-slope deposition of sediment.
- Ensure weeds are not introduced into the area by construction vehicles or imported garden mulch or soil.
- Locate garden beds and lawns in areas that are clear of native vegetation, or, alternatively, incorporate the native vegetation into the garden rather than removing it.
- Not plant potentially invasive plant species in gardens.
- Where possible, install appropriately designed nest boxes to encourage wildlife.

Managing the Land:

- Avoid disposing garden or household waste into areas of remnant native vegetation.
- Subject to fire management, maintain indigenous shrubs and grasses under tree areas, rather than clearing this component of the vegetation.
- To avoid erosion and disturbance, vehicles are not permitted in Vegetation Protection Zones.
- Eliminate controlled weeds as identified and required under the Catchment and Land Protection Act 1994.
- Restore cleared areas to native bushland by:
 - planting appropriate indigenous species.
 - removing weeds and pasture grasses.
 - avoid slashing or mowing areas where native plants can regenerate.

- Dams
 - To retain the natural drainage regime of the area, construction of dams is not permitted in The Heights.



AC398033W

13/10/2003 \$59

173

LAND MANAGEMENT GUIDELINES FOR "THE HEIGHTS" HIDDEN VALLEY (September 2003)

1. Introduction

The area at Hidden Valley known as "The Heights" has important flora and fauna values as identified in studies undertaken by Ecology Australia Pty Ltd (June 1999) and Brett Lane and Associates (October 2002). The subdivision of the area known as The Heights has been sensitively designed to ensure the retention of remnant vegetation and the associated habitat and land stability it provides. Lots in The Heights have special controls upon development, pet ownership and land management to protect the area's environmental values. The controls are contained in the Section 173 Agreement registered on the title for each lot and these guidelines provide additional guidance on how to protect and enhance this area.

2. Summary of Section 173 Requirements

The following is a general summary and direct reference should be made to the S.173 for details.

• Envelopes

Envelopes have been designed for each lot which control the location of development and how the land is to be managed. The various envelopes that apply to lots in The Heights are outlined below:

- All lots have Building Envelopes in which all buildings and works (except driveways) must be located.
Most lots contain a Vegetation Protection Zone which is an area of substantially intact native bush land to be protected and sustainably managed into the future. This means that vegetation must not be removed. Controls in the S.173 relating to such matters as pets, firewood collection and vehicle access are intended to protect the vegetation and fauna within this area.

AC398033W

13/10/2003 \$59

173





Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Land Use Victoria.

Document Type	Plan
Document Identification	PS510635L
Number of Pages (excluding this cover sheet)	5
Document Assembled	23/10/2019 13:59

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

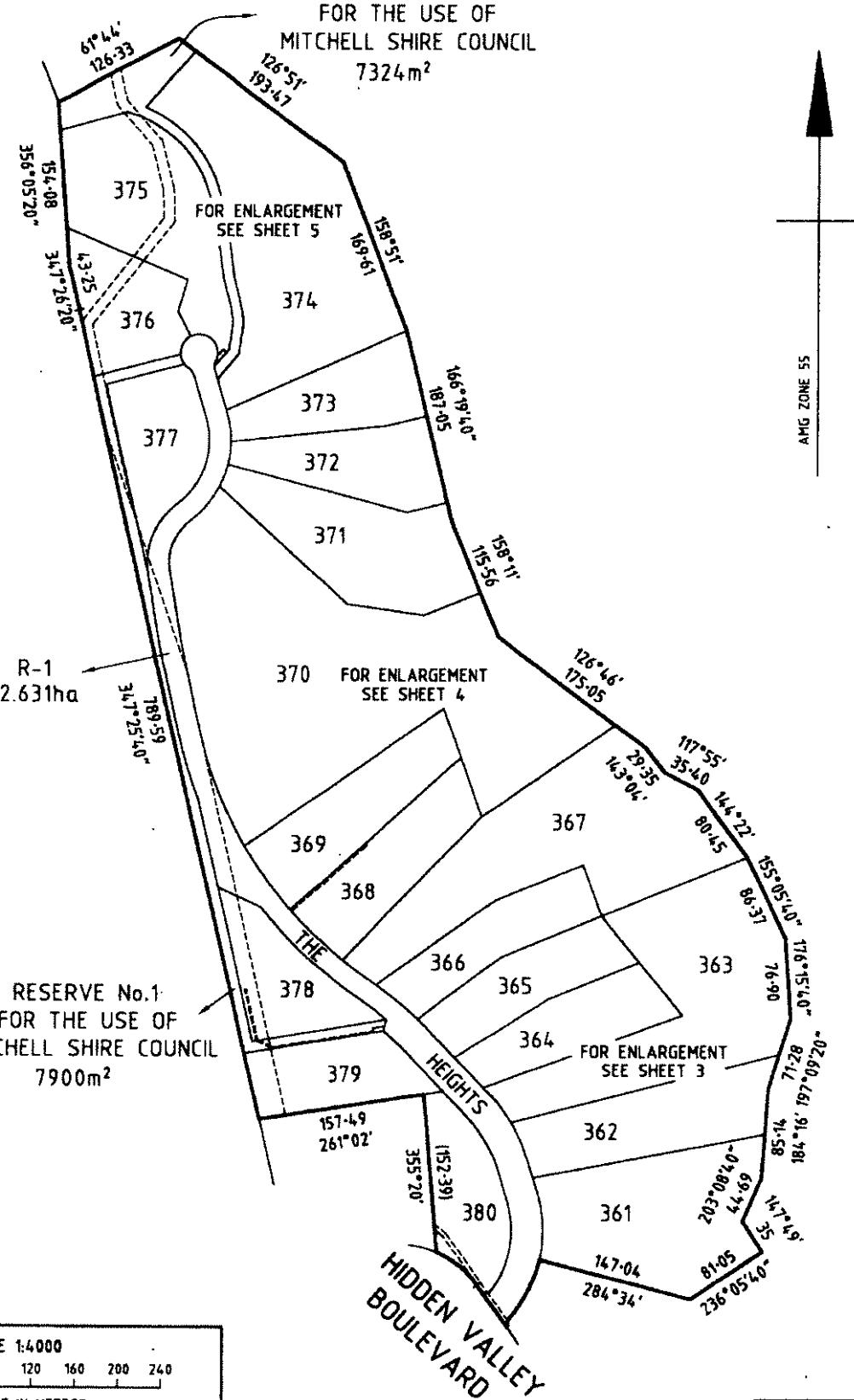
PLAN OF SUBDIVISION		STAGE No.	LR USE ONLY EDITION 1	PLAN NUMBER PS 510635L
LOCATION OF LAND PARISH: BYLANDS TOWNSHIP: SECTION: CROWN ALLOTMENT: 101 AND 102 (PARTS) TITLE REFERENCE: VOL.10552 FOL.606 VOL.10650 FOL.651 LAST PLAN REFERENCE: PS 43470SP LOT 2 PS 445472Y LOT A POSTAL ADDRESS: HIDDEN VALLEY BOULEVARD WALLAN, 3756 AMG CO-ORDINATES: E 320 050 ZONE 55 <small>(LAT APPROX CENTRE OF LAND IN PLAN)</small> N 5 859 600		COUNCIL CERTIFICATE AND ENDORSEMENT COUNCIL NAME: MITCHELL SHIRE COUNCIL REF: S200173 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. <small>DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 / / /</small> 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 NOT BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED. (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE COUNCIL DELEGATE <small>COUNCIL SEAL</small> DATE 3 / 10 / 03 <small>RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.</small> <small>COUNCIL DELEGATE</small> <small>COUNCIL SEAL</small> <small>DATE / / /</small>		
VESTING OF ROADS AND OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
ROADS, R-1 RESERVE No.1	MITCHELL SHIRE COUNCIL			
RESERVE No.2	MITCHELL SHIRE COUNCIL			
RESERVE No.3	TXU NETWORKS PTY LTD			
RESERVE No.4	TXU NETWORKS PTY LTD			
NOTATIONS <small>DEPTH LIMITATION: DOES NOT APPLY</small> <small>STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT No.</small>				
THE LAND BEING SUBDIVIDED IS SHOWN BY THICK CONTINUOUS LINES BOUNDARIES ARE SHOWN BY CONTINUOUS LINES				
<small>SURVEY: THIS PLAN IS BASED ON SURVEY IN PS 420381S THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK No(s) 56,57,63,163, IN PROCLAIMED SURVEY AREA No.53</small>				
EASEMENT INFORMATION				
<small>LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)</small> <small>EASEMENTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO LOTS 369 & 371 TO 378 (BOTH INCLUSIVE) AND PART OF LOTS 365 TO 368 (BOTH INCLUSIVE), 370, 379 AND 380 VIDE PS 43470SP</small>				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	WATER SUPPLY, CARRIAGeway	SEE PLAN	PS 420381S	GOLUBURN VALLEY REGION WATER AUTHORITY
E-2	DRAINAGE	2	THIS PLAN	MITCHELL SHIRE COUNCIL
E-3	POWERLINE	1.50	THIS PLAN SEC 88 OF ELECTRICITY INDUSTRY ACT 2000	TXU ELECTRICITY LTD
E-4	POWERLINE	1.50	THIS PLAN SEC 88 OF ELECTRICITY INDUSTRY ACT 2000	TXU ELECTRICITY LTD
	WATER SUPPLY, CARRIAGeway POWERLINE	1.50	PS 420381S PS 420381S SEC 44 OF ELECTRICITY INDUSTRY ACT 1993	GOLUBURN VALLEY REGION WATER AUTHORITY EASTERN ENERGY LIMITED
	TELECOMMUNICATIONS		PS 420381S	LOTS ON PS 420381S
E-6	WATER SUPPLY, CARRIAGeway POWERLINE	SEE PLAN	PS 420381S PS 420381S SEC 44 OF ELECTRICITY INDUSTRY ACT 1993	GOLUBURN VALLEY REGION WATER AUTHORITY EASTERN ENERGY LIMITED
	TELECOMMUNICATIONS		PS 420381S	LOTS ON PS 420381S
E-15	WATER SUPPLY, CARRIAGeway	SEE PLAN	PS 412892L	GOLUBURN VALLEY REGION WATER AUTHORITY
TOMKINSON • Project Managers • Surveyors • Engineers • Planners • www.tomkinson.com.au <small>Suite 404, 4th Floor 370 St Kilda Road Melbourne 3004 Telephone: (03) 9586 5488 Facsimile: (03) 9586 5477 Email: melbourne@tomkinson.com.au</small>		LICENSED SURVEYOR: PAUL THOMAS TOMKINSON <small>SIGNATURE / / / DATE 3/03/03</small> REF: 5566/50 VERSION: G		
		<small>DATE 3 / 10 / 03</small> <small>ASSISTANT REGISTRAR OF TITLES</small> <small>SHEET 1 OF 5 SHEETS</small>		
		<small>COUNCIL DELEGATE SIGNATURE</small> <small>ORIGINAL SHEET SIZE A3</small>		



PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 510635LRESERVE No.2
FOR THE USE OF
MITCHELL SHIRE COUNCIL7324m²

SCALE 1:4000

40 0 40 80 120 160 200 240

LENGTHS ARE IN METRES

TOMKINSON

• Project Managers • Surveyors • Engineers • Planners •

www.tomkinson.com.au

Suite 404, 4th Floor
370 St Kilda Road
Melbourne 3004
Telephone: (03) 9686 5488
Facsimile: (03) 9686 5477
E-mail: melbourne@tomkinson.com.au

LICENSED SURVEYOR : PAUL THOMAS TOMKINSON

SHEET 2 OF 5 SHEETS

SIGNATURE / DATE 3/03/03

DATE / /

REF: 5566/50 VERSION: G

COUNCIL DELEGATE SIGNATURE

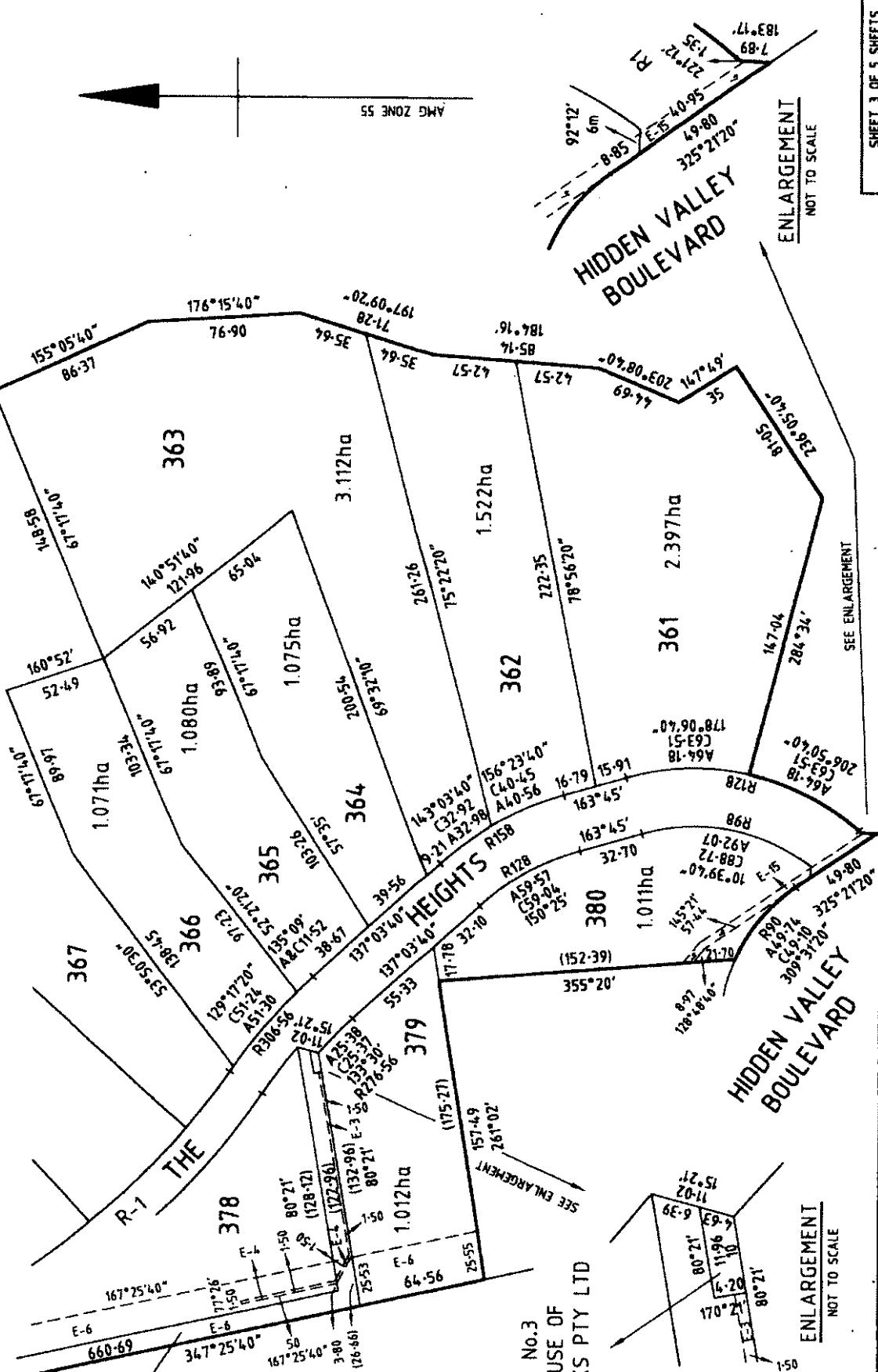
PG 3.3.03

ORIGINAL SHEET SIZE, A3

0 10 20 30 40 50 60 70 80 90 100

PLAN OF SUBDIVISION

SEE SHEET 4 FOR CONTINUATION

**PLAN NUMBER
PS 510635L**

Sheet 3 of 5 Sheets	DATE / /
COUNCIL DELEGATE SIGNATURE	DATE 3/03/03
ORIGINAL SHEET SIZE A3	Pg 3 of 3

SCALE 1:2000
LENGTHS ARE IN METRES

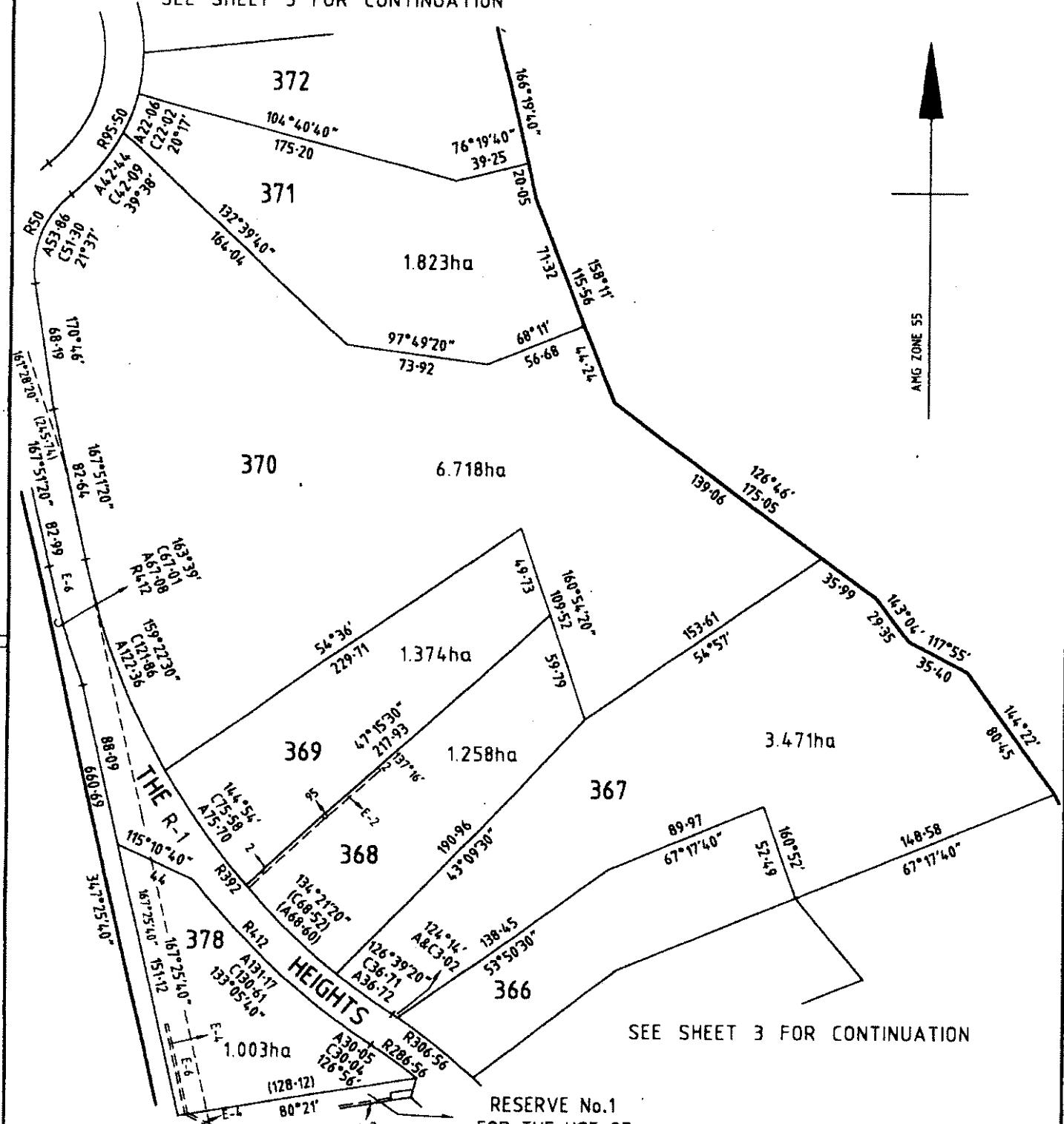
0 10 20 30 40 50 60 70 80 90 100 110 120

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 510635L

SEE SHEET 5 FOR CONTINUATION



SCALE 1:2000
20 0 20 40 60 80 100 120
LENGTHS ARE IN METRES

TOMKINSON
Project Managers • Surveyors • Engineers • Planners •
www.tomkinson.com.au
Suite 104, 4th Floor
370 St Kilda Road
Melbourne 3004
Telephone: (03) 9686 5488
Facsimile: (03) 9686 5477
E-mail: melbourne@tomkinson.com.au

LICENSED SURVEYOR : PAUL THOMAS TOMKINSON

SIGNATURE:

DATE 3/03/03

REF: 5566/50

VERSION: G

SHEET 4 OF 5 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE No.

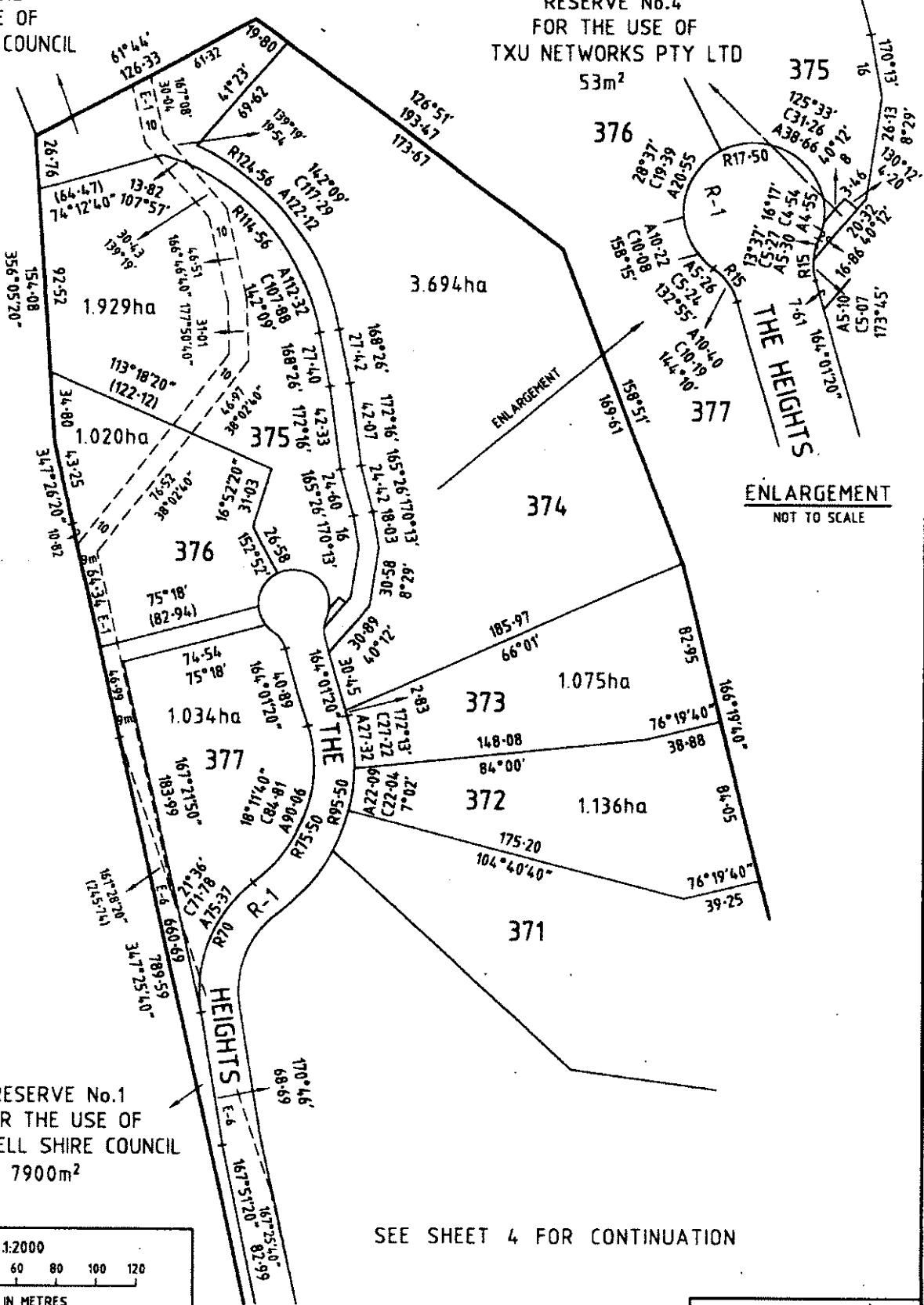
PLAN NUMBER

PS 510635L

RESERVE No.2
FOR THE USE OF
MITCHELL SHIRE COUNCIL
7325m²

RESERVE No.4
FOR THE USE OF
TXU NETWORKS PTY LTD
53m²

AMG ZONE 55

20 0 20 40 60 80 100 120

LENGTHS ARE IN METRES



LICENSED SURVEYOR : PAUL THOMAS TOMKINSON

SIGNATURE :

DATE ... 3/03/03

REF: 5566/50

VERSION: G

SHEET 5 OF 5 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3



Property Report from www.land.vic.gov.au on 23 October 2019 01:56 PM

Address: 10 THE HEIGHTS WALLAN 3756

Lot / Plan: Lot 371 PS510635

SPI (Standard Parcel Identifier): 371\PS510635

Local Government (Council): MITCHELL **Council Property Number:** 112623

Directory Reference: Melway 646 A2

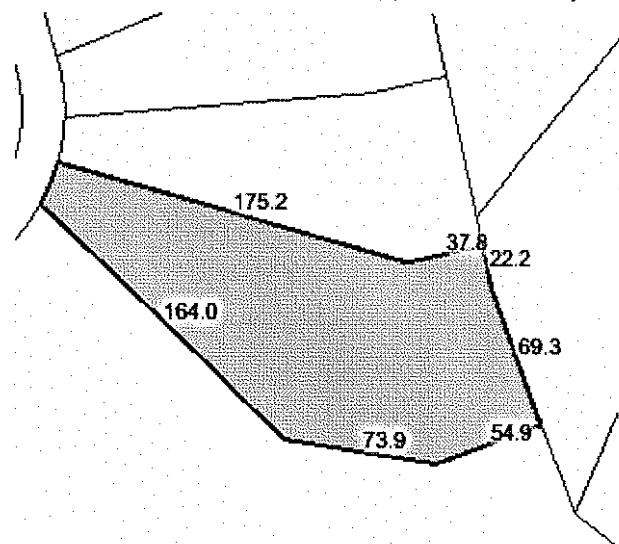
This property is in a designated bushfire prone area.

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 in the Building Commission section of the Victorian Building Authority website 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: 18072 sq. m (1.8 ha)

Perimeter: 620 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.

4 dimensions shorter than 6m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

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

Copyright © - State Government of Victoria

Parcel Details

Lot/Plan or Crown Description	SPI
Lot 371 PS510635	371\PS510635

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: YAN YEAN

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: Yarra Valley Water

Melbourne Water: inside drainage boundary

Power Distributor: AUSNET (Information about [choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: COMPREHENSIVE DEVELOPMENT ZONE (CDZ)
COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 1 (CDZ1)

Planning Overlay: BUSHFIRE MANAGEMENT OVERLAY (BMO)

Further Planning Information

Planning scheme data last updated on 16 October 2019.

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, local, particular and general provisions of the local planning scheme that may affect the use of the land can be obtained by contacting the local council or by visiting Planning Schemes Online

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

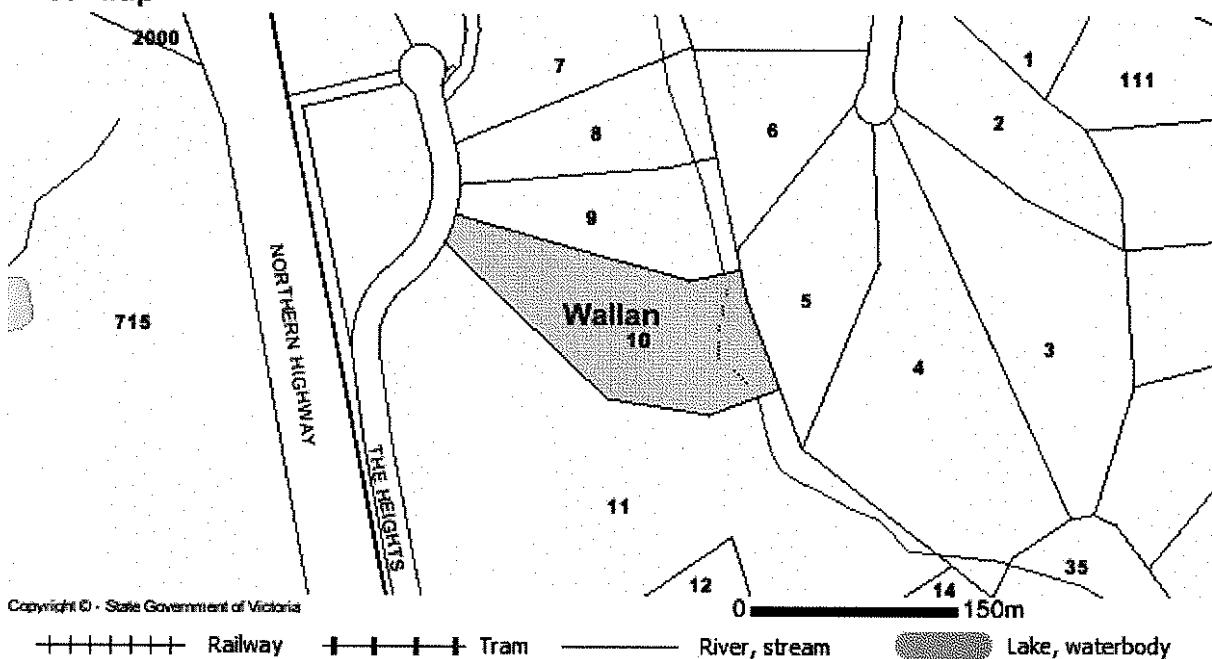
The Planning Property Report includes separate maps of zones and overlays

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 Planning Maps Online

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



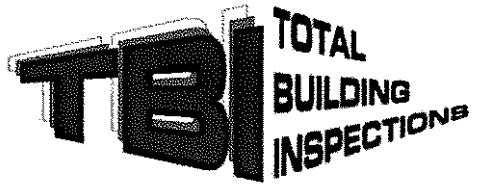
Copyright © - State Government of Victoria

Disclaimer : This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer



Environment,
Land, Water
and Planning

Report on Domestic Building Work



Prepared in accordance with
Section 137B of the Building Act 1993

(Owner Builder Construction)

Site address:	10 The Heights Wallan		
Client:	Andrew Naish	Contact No:	0423345500

Report Date:	11/10/2019		Inspection Date:	11/10/2019
Inspection by:	Karl McGhie IN-L 38851 Total Building Inspections 50 Sharps & Taylors Road Tallarook 3659			Signed:
Weather Conditions:	Overcast 12C		Time in: 5:00pm	Time out: 5:15pm
Building Permit Issue Date:	None obtained		Final Certificate / O.P. Date:	None obtained
Description of the Building Covered by this Report:	Verandah attached to existing dwelling			
Materials Used In Construction:	Floor:	Concrete		Walls:
	Frame:	Timber		Roof:
Services Connected to the Property & their Condition:	Water	N/A	Tank (T) Mains (M)	N/A
	Sewerage	N/A	Septic (S) Mains (M)	N/A
	Gas	N/A	Tank (T) Mains (M)	N/A
	Electricity	N/A	Mains (M) Inverter(I)	N/A
If Applicable, the Condition of Essential Services under Part 11 of the Building Regulations 1994. Attach Copy of Essential Services Report.				N/A
Where there any second hand materials used in the construction.				Owner said none used
Where all parts of the construction open for inspection.				Yes All areas accessible
Paintwork conditions.				Good
Do works have Termite Protection		N/A	Type: N/A	
Are all the building works Complete				Yes all works completed

Construction Details List

Frame: No Defects noted **Floor:** No Defect noted **Walls:** No Defect noted **Roof:** Defect noted

Comments on Defects: Defects noted. The storm water from the Verandah roof has not been connected to LPD. There has not been a flashing installed to the side of roof sheeting.

This report has been prepared in accordance with the requirements of Section 173B of the Building Act 1993 and the associated Building Acts and Regulations.

- 1.1 "Building" is defined in the Building Act 1993 as any structure, temporary building, temporary structure or any part of a building or structure.
- 1.2 "Construct" in relation to a building, is defined in section 137B of the Building Act 1993 as to build, rebuild, erect or re-erect the building, make alterations to the building, enlarge or extend the building, manage or arrange any other person to do anything referred to above.
2. The Report covers only the building works carried out by the nominated Owner-Builder. It is not a pre-purchase property inspection, within the meaning of AS4349.1, and therefore does not cover works carried out by anyone other than the Owner-Builder. Purchasers cannot rely on this report to ascertain the full condition of the building.
3. Materials noted as "recycled" or "second-hand" in this Report, are not covered by any warranties extended by this practitioner and/or the relevant insurer. As such, any reference to these items has been based on a casual inspection only.
4. The Scope of the inspection
 - 4.1 The inspection comprised a visual assessment of the building to identify major defects and to form an opinion regarding the general condition of the building at the time of the inspection
 - 4.2 An estimate of the cost of rectification of defects is outside the scope of the Standard and does not form part of this report.
 - 4.3 The report does not cover any part of the building located beneath the ground surface (such as sewer, stormwater, drains etc.)
 - 4.4 This report does not deal with non-standard inspections such as pest infestation, electrical installation or other specialist inspections (such as plumbing, hydraulics, mechanical services or geotechnical). Total Building Inspections Ltd will recommend that an appropriately qualified or licensed contractor undertake such further inspections where applicable.
 - 4.5 The report does not cover the identification of asbestos related products.
 - 4.6 The report does not address compliance with building regulations or compliance with documentation approved under the original Building Permit or assessment of a building under construction.
 - 4.7 The report does not contain assessment of any apparent defect including rising damp and leaks as the detection of which may be subject to prevailing weather conditions or recent occupancy or use of services
 - 4.8 The report may not cover issues of maintenance or specific minor defects (such as jamming doors, windows or catches decorative finishes or hairline or slight cracks). The report may include a general assessment of the general incidence of minor defects in the building compared with otherwise similar properties.
 - 4.9 The roof and roof plumbing have not been water-tested for leaks, or the guttering checked for levels.
 - 4.10 The report and inspection does not assess the condition of non-structural items such as carpets, vinyl floor coverings etc. or the operation of any appliances, spa pumps or pool equipment or matters of privacy or vehicle access.
 - 4.11 The report is prepared for the sole and exclusive use of the client whose name appears on page 1 of the Report and cannot be used or acted upon by any other party without express written permission of Total Building Inspections Ltd. The Report does not constitute a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, local law or by law and does not warranty against problems developing with the building in the future.
5. Total Building Inspections Ltd accepts no liability for advice given in this report.
6. Total Building Inspections Ltd accepts no responsibility for any building work undertaken without any required building or other required permit from the relevant authority and the report does not identify such unauthorised building work or work that is not compliant with the building regulations in force at the time
7. Total Building Inspections Ltd has not investigated whether the works have been constructed in accordance with legislative requirements and accepts no responsibility for any breach of any statute, Act or Regulation which may have occurred in the carrying out of those works.
8. Total Building Inspections Ltd is not liable in respect to any defects referred to in this report.
9. This report is valid for a period of six (6) months from the date of the report. As per section 137B(2)(a)(ii) of the Building Act 1993, this Report must be obtained not more than six (6) months before the person enters into the contract to sell the building

Report prepared by:

Karl Mcgkie
On behalf of
Total Building Inspections
INL-38851
MOBILE: 0400 070 257
EMAIL: totalbuildinginspections@outlook.com.

MITCHELL SHIRE COUNCIL



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

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

Late payments will be charged interest at 10%pa

Valuations, Rates and Charges

1 July 2019 to 30 June 2020

A G Naish & B A Naish
 10 The Heights
 WALLAN VIC 3756

024

Property 10 The Heights, WALLAN VIC 3756

Lot 371 PS 510635 Vol 10760 Fol 358

Site Value	\$404,000	Market Level Date	01/01/2019
Net Annual Value	\$35,250	Valuation Effective Date	01/07/2019
Capital Improved Value (CIV)		\$705,000	
Balance B/Fwd			\$1,207.58
COUNCIL: Rates and Charges 2019/2020			
Standard Garbage Charge	1 x Garbage Service	\$405.00	
Gen Rate - General Land	\$705,000 x 0.002851	\$2,009.90	
Municipal Charge	1 x \$316	\$316.00	
Total Council Rates and Charges 2019/2020		\$2,730.90	
STATE GOVERNMENT: Fire Services Property Levy 2019/2020			
AVPCC: 110 - Detached Dwelling	1 x \$111	\$111.00	
Fire Service Levy Residential Fixed	\$705,000 x 0.000066	\$46.50	
Total State Government Fire Services Property Levy 2019/2020		\$157.50	

Payments received after 25/07/2019 have not been deducted from the amount due on this notice.
 Overdue amounts shown on this notice are payable immediately unless a formal payment arrangement has been agreed to and is up to date.

Issue Date
25 July 2019
Next Instalment Due
30/09/2019
Property Number
112623
Overdue Pay Now
\$1,207.58
Instalment 1 Due 30/09/2019
\$722.40
Instalment 2 Due 30/11/2019
\$722.00
Instalment 3 Due 28/02/2020
\$722.00
Instalment 4 Due 31/05/2020
\$722.00

Total Amount Payable

\$4,095.98

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



Biller Code: 93807
 Ref: 1126234



View and pay this bill using
 internet banking

BPayView Registration No.: 1126234



Biller Code: 93807
 Ref#: 1126234
 INTERNET Go to www.bpoint.com.au
 PHONE: Phone 1300 BPOINT



Billpay Code: 9190
 Ref: 1126 2388

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



*71 190 112623 88

Receive your rates notices via email

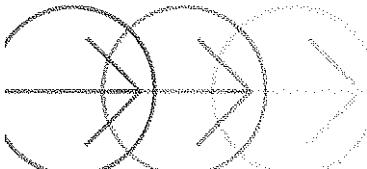
Register now at mitchellshire.enotices.com.au
 with eNotices reference number

A8CC52A15U



Resource Recovery Centre Vouchers 2019/20

Due to safety changes around stockpiling from the EPA, we're no longer able to offer our annual free green waste collection. Instead, we've added two extra vouchers to your rates notice. You can now use your voucher five times with each scan worth up to \$30. You choose what to use it on - green, hard or general waste. Valid to 30 September 2020



HOW IS MY RATE CHARGE CALCULATED?

Each year when we set the budget, we set what's called a rate in the dollar. We have a number of different rating categories including general, rural, commercial, industrial and vacant land.

We use the Capital Improved Value of your property which is determined by an independent valuer. This is multiplied by the rate in the dollar to determine your general rate charge.

Your rates notice also includes a municipal charge and, for properties with access to a kerbside collection service, a garbage charge.



Information about differential rates and other charges set by Council can be found in Council's Budget, available on our website www.mitchellshire.vic.gov.au.

HAS COUNCIL MET THE RATE CAP?

Yes. Council has met with the Victorian Government's rate cap of 2.5%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- > The valuation of your property relative to the valuation of other properties in the municipality
- > The application of any differential rate by Council
- > The inclusion of other rates and charges not covered by the Victorian Government's rate cap

I'M A PENSIONER. CAN I GET A CONCESSION ON MY RATES?

If you hold a current Pensioner Concession Card or Veteran Affairs Gold Card (War Widow or TPI) you may be eligible for a rebate for your main residence. Contact us for an application form.

NEED TO CHANGE YOUR ADDRESS?

You need to let us know in writing if you have changed your postal address to ensure you receive your rates notice. If you don't do this and you don't pay on time, you may be charged interest and legal fees.

A formal Notice of Acquisition is required for any ownership changes. This is normally done through your legal team as part of your property settlement.

WHEN DO I NEED TO PAY MY RATES?

We charge rates over four instalments which are due on 30 September, 30 November, 28 February and 31 May. We'll send reminder notices for these instalments.

You can also make an early payment, schedule payments throughout the year or apply for a Direct Debit. So long as you have a \$0 balance when each instalment payment is due you won't be charged interest.

I'M HAVING TROUBLE PAYING MY RATES. WHAT CAN I DO?

Please contact us as soon as possible to discuss your situation and set up a payment plan to avoid extra costs. Interest will be charged at 10%pa until overdue amounts are paid in full.

We may refer overdue balances that don't have an up to date payment plan to a debt collection agency and may begin legal action for recovery. This may result in legal costs being added to overdue balances.

WHAT IF I THINK MY PROPERTY IS VALUED INCORRECTLY?

Under state legislation, you need to lodge an objection using a 'prescribed form' within two months of the date of issue of this notice. Please ensure you pay your rates and charges on your rates notice to avoid penalty interest. If your property value is lowered as a result of the objection, we will credit any difference to your account.

WHAT IF I THINK MY PROPERTY CATEGORY IS WRONG?

If you think your property category is incorrect, please contact us in the first instance. We will review your property type and let you know the outcome. If you believe this is still incorrect, you can apply to VCAT to review the decision.

CAN I APPEAL HOW MY RATES ARE CALCULATED?

If you believe the property in this assessment is not rateable or that the rate or charge was calculated incorrectly, please contact us. We will review your charges. If you believe this is still incorrect, you can appeal to the County Court to request a review. This must be done within 60 days of this rates notice being issued.

CAN I APPEAL THE FIRE SERVICES LEVY?

In some circumstances, you can apply to waive or defer the Fire Services Property Levy. For more information please contact the State Government or visit www.firelevy.vic.gov.au.

HOW CAN I CONTACT COUNCIL?

Email: mitchell@mitchellshire.vic.gov.au
Post: Mitchell Shire Council, 113 High Street
BROADFORD VIC 3658
Phone: 5734 6200
Web: www.mitchellshire.vic.gov.au

HOW CAN I PAY?

Direct Debit	BPoint: Phone/Internet	BPay/BPAYView	PostBillPay	Mall	In Person
Complete an application form to set up a new direct debit arrangement by 4 quarterly instalments or 11 monthly payments.	For payments via Phone call 1300 BPOINT (1300 276 468). For payments via the Internet go to: www.mitchellshire.vic.gov.au/pay-my-rates	Contact your bank or financial institution to make a payment from your savings or cheque account or credit card (MasterCard or Visa only).	In Store: Present this account and your payment to Australia Post Outlets (cash, cheque, EFTPOS, Visa and Mastercard). Phone: 131 816 or Online: auspost.com.au/postbillpay	Cheques or money orders payable to Mitchell Shire Council. Reference your property number on the cheque and mail to: Mitchell Shire Council 113 High Street, BROADFORD VIC 3658	Broadford, 113 High Street Seymour, 125 Anzac Avenue Kilmore, 12 Sydney Street Wallan, Wellington Square Cash, Cheque, EFTPOS, Visa or MasterCard.

Resource Recovery Centre Vouchers 2019/20 Conditions

Can be used for green waste, hard waste or general waste.

Bring this notice (hard copy, or photo or email on your mobile phone) to one of our Broadford, Pyalong, Seymour or Wallan Resource Recovery Centres.

Vouchers cannot be sold or exchanged for cash. Each time you scan, you will redeem \$30 in value. Any unspent voucher value is not redeemable and cannot be exchanged for cash or credit.

Please bring photo ID with current address or current rates notice.

Loads accepted and charged in accordance with Council's adopted fees and charges.

RRC Voucher

\$30 per scan
Maximum 5 scans
Use by 30 Sept 2020



19200111262305



YOUR QUARTERLY BILL

269827-001 000081 (161) D024 H1

MR A & MRS B NAISH
10 THE HEIGHTS
WALLAN VIC 3756

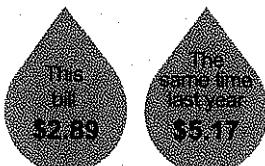
*paid
everyday*

SUMMARY

Previous bill	\$470.94
Payment received thank you	-\$470.94
Balance carried forward	\$0.00
This bill	
Usage charges	
Water usage	\$245.88
Service charges	
Water supply system	\$19.63
Other authority charges	
Waterways	\$14.10
Total this bill (GST does not apply)	\$279.61
Total balance	\$279.61

*(30 Oct 2018)
X 80
901 42*

YOUR DAILY SPEND

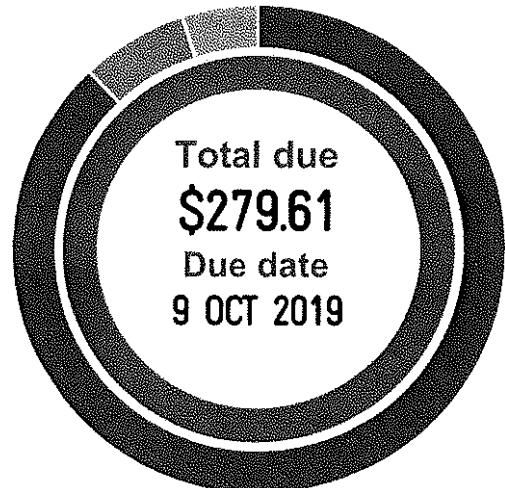


Excludes other authority charges.

Enquiries	1300 304 688
Faults (24/7)	13 2762
Payment assistance	1800 994 789
Account number	06 9172 2214
Invoice number	0697 6602 65111
Issue date	19 Sep 2019
Property address	10 THE HEIGHTS WALLAN
Property reference	1645836, LOT 371

Tax Invoice Yarra Valley Water ABN 93 066 902 501

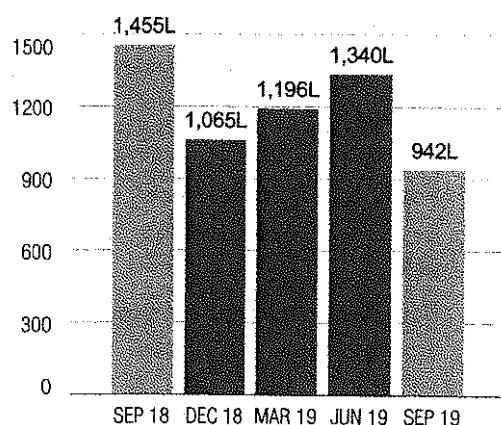
yvw.com.au



- Usage charges
- Service charges
- Other authority charges

YOUR HOUSEHOLD'S DAILY WATER USE

TARGET 156L OF WATER USE PER PERSON, PER DAY.



YOUR USAGE DETAILS

From 24 Jun 2019 - 18 Sep 2019 (86 days)

Water usage		1kL = 1,000 litres		
Meter number	Current reading	Previous reading	Usage	
WA0421735	3,569kL	3,488kL	= 81kL	
Water usage charge				
24 Jun 2019 - 30 Jun 2019	Usage	Price \$/kL	Amount	
Step 1 (0-440 litres per day)	2.640kL x	\$2.6436 =	\$6.98	
Step 2 (441-880 litres per day)	2.640kL x	\$3.1058 =	\$8.20	
Step 3 (881 litres or more per day)	0.371kL x	\$4.6193 =	\$1.71	
1 Jul 2019 - 18 Sep 2019				
Step 1 (0-440 litres per day)	35.200kL x	\$2.6620 =	\$93.70	
Step 2 (441-880 litres per day)	35.200kL x	\$3.1787 =	\$111.89	
Step 3 (881 litres or more per day)	4.949kL x	\$4.7277 =	\$23.40	
Total	81.000kL		\$245.88	
Total usage charges			\$245.88	

Price changes are effective from 1 July 2019.

YOUR CHARGES EXPLAINED

yvw.com.au/charges

Water usage charge

Is for the amount of water used at your property including safe treatment and delivery. The cost of water increases with the amount used (STEP tariffs).

Water supply system charge

From 1 Jul 2019 - 30 Sep 2019

A fixed charge for running, maintaining and repairing water pipes and other infrastructure that store, treat and deliver water to your property.

Other authority charges

From 1 Jul 2019 - 30 Sep 2019

The **waterways charge** is collected on behalf of Melbourne Water and is used to manage and improve waterways within rural areas. Visit melbournewater.com.au/localupdates for more information.

PAYMENT ASSISTANCE

Assistance is available if you're having difficulty paying. Call us on 1800 994 789. Register your concession with us to reduce the amount you need to pay. Visit yvw.com.au/online or call us on 1800 680 824.

NEED TO GET IN TOUCH?



If you have any queries, please contact us at enquiry@yvw.com.au or on 1300 304 688.

To talk to us about an unresolved issue or make a complaint, call us on 1800 051 379.



Hearing impaired customers Contact the National Relay Service on 133 677 or visit relayservice.gov.au. This is a 24 hour service.

For language assistance

العربية	1300 914 361	Ελληνικά	1300 931 364
廣東話	1300 921 362	普通话	1300 927 363

For other language assistance, please call ezispeak.

Македонски	03 9046 4173	Хрватски	03 9046 4173
한국어	03 9046 4173	Српски	03 9046 4173
فارسی	03 9046 4173		

NEXT METER READING

Your next reading will be on approximately 18 Dec 2019.

OUR PERFORMANCE LAST YEAR

In 2018-19 we worked towards seven key outcomes that customers told us they valued and expected from us.

For information about how we

Due Diligence Checklist

What you need to know before buying a residential property



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

Urban living

Moving to the inner city?

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

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.

consumer.vic.gov.au/duediligencechecklist





Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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



Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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