

## Part 1

# Contract of Sale of Land

Property address: 34 KNIGHT WAY, WALLAN VIC 3756

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

The terms of this contract are contained in the Particulars of Sale, the General Conditions and any Special Conditions in that order of priority.

### IMPORTANT NOTICE TO PURCHASERS

#### Cooling-off period

[Section 31](#) of the Sale of Land Act 1962

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

You must either give the vendor or their agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or their 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 3 clear business days **before or after** a publicly advertised auction; or
- The property is used primarily for industrial or commercial purposes; or
- The property is more than 20 hectares in size and is used primarily for farming; or
- You and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- You are an estate agent or a corporate body.

### NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

#### Off-the-plan sales

[Section 9AA\(1A\)](#) of the Sale of Land Act 1962

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

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

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

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

Purchasers should ensure that prior to signing this contract, they have received:

- A copy of the section 32 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; and
- A copy of the full terms of this contract.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney or as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER**

Name:

On \_\_\_ / \_\_\_ /20 \_\_\_

\_\_\_\_\_  
*Print name of person signing  
State nature of authority if applicable.*

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

**SIGNED BY THE VENDOR**

Name: Daniela Kajmakoski

On \_\_\_ / \_\_\_ /20 \_\_\_

\_\_\_\_\_  
*Print name of person signing  
State nature of authority if applicable.*

**SIGNED BY THE VENDOR**

Name: Cvete Kajmakoski

On \_\_\_ / \_\_\_ /20 \_\_\_

\_\_\_\_\_  
*Print name of person signing  
State nature of authority if applicable.*

**SIGNED BY THE VENDOR**

Name: Borce Kajmakoski

On \_\_\_ / \_\_\_ /20 \_\_\_

\_\_\_\_\_  
*Print name of person signing  
State nature of authority if applicable.*

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

## PARTICULARS OF SALE

### VENDOR'S AGENT

Name	Harcourts Rata and Co	Phone	94366888
Address		Email	sold@rataandco.com.au
		Fax	

### VENDOR

### PRACTITIONER – SOLICITOR / CONVEYANCER

Name	Daniela Kajmakoska & Cvete Kajmakoski & Borce Kajmakoski	Name	Anthony's Solicitors
Address		Address	314-360 Childs Road Mill Park
		Contact	
ACN/ABN		Email	nadia@anthonyslegal.com.au
		Phone	0394367917
		Fax	

### Purchaser

### PRACTITIONER – SOLICITOR / CONVEYANCER

Name		Name	
		Address	
Address		Contact	
		Email	
ACN/ABN		Phone	
Guarantor		Fax	

### LAND

*General conditions 3 and 9*

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	12214	858	741832T
Folio	616		

The land includes all improvements and fixtures.

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**Property address**

The address of the land is:

34 KNIGHT WAY, WALLAN VIC 3756

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**Goods sold with the land**

*General condition 2(a)(vi)*

Goods sold with land are:

Listed as follows:

Nil - Vacant Land

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**PAYMENT**

*General condition 11*

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Price: \$

Plus GST: \$  Payable by purchaser in addition to price - *Insert 'Nil' if no GST payable by purchaser*

Total price: \$  Payable by purchaser

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Deposit: \$  By  /  / 20  of which \$  has been paid

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Balance: \$  Payable at settlement

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Foreign resident vendor:  See general condition 15(f) and (g).

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**GST**

*General condition 13*

**No**, because:

Input taxed sale of eligible residential premises

Not in the course or furtherance of an enterprise

Going concern

Farm land used for farming business or sale of subdivided farm land to an associate

Vendor not registered or required to be registered as GST turnover < \$75,000

**Yes**, because:

Purchaser entitled to input tax credit

Purchaser NOT entitled to input tax credit

Margin scheme applies

Mixed supply

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**GST withholding**

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor  Yes  No

Withholding required by purchaser  Yes  No

No withholding for residential premises because:	No withholding for potential residential land because:
<input type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the purchaser is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	

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**SETTLEMENT**

General condition 10

Is due on / /20

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

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

The plan of subdivision must be registered within  [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) shall apply.

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**LEASE**

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

Entitled to vacant possession.

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**TERMS CONTRACT**

Add special conditions.

This contract is intended to be a terms contract within the meaning of the [Sale of Land Act 1962](#)

Yes  No

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**LOAN**

General condition 14(a)-(e)

This contract is subject to a loan being approved:  Yes  No

Lender:

Loan amount: \$

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**BUILDING & PEST REPORT**

General condition 14(f)-(j)

This contract is subject to:

- Building report. Provider:
- Pest report. Provider:

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**Special Conditions**

Yes  No

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INFORMATION ONLY

## GENERAL CONDITIONS

**The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.**

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## 1. Encumbrances

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

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- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
  - (ii) Is under no legal disability; and
  - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) Has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
  - (ii) Easements over the land;
  - (iii) Lease or other possessory agreement affecting the land;
  - (iv) 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;
  - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
  - (ii) 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
  - (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

### **3. Identity of the land**

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- (a) 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.
- (b) The purchaser may not:
  - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (ii) Require the vendor to amend title or pay any cost of amending title.

### **4. Services**

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- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

### **5. Consents**

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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**

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- (a) Unless settlement is to be conducted electronically, the transfer of land 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.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

## **7. Electronic settlement**

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- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

## **8. Builder warranty insurance**

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The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

## **9. Off the plan**

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- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
  - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;

- (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;

- (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:

- A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
- B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
- C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
- D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.

- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (i) Must not exceed 10% of the price; and
  - (ii) Must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

## **10. Settlement**

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- (a) At settlement:
  - (i) The purchaser must pay the balance of purchase money; and
  - (ii) The vendor must:
    - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and
    - C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted the hours of 10 am and 4 pm unless the parties agree otherwise.
- (d) The purchaser must pay all money other than the deposit:
  - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
  - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
  - (i) In cash; or
  - (ii) By cheque drawn on an authorised deposit taking institution; or
  - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
  - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.

## **11. Payment**

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- (a) The purchaser must pay the deposit:
  - (i) To the vendor's licensed estate agent; or
  - (ii) If there is no estate agent:
    - A. To the vendor's legal practitioner or conveyancer; or
    - B. 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.
- (f) At settlement, the purchaser must pay the fees on up to 3 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 bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## 12. Stakeholding

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- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
  - (i) General condition 12(a) has been satisfied; and
  - (ii) The purchaser has not made a valid objection to title; and
  - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
  - (iv) 28 days have elapsed since providing that evidence.

## 13. Goods and Services Tax

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- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.

- (d) This clause applies if '**going concern**' is specified in the particulars of sale.
  - (i) The purchaser warrants that it is registered for GST.
  - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
  - (iii) The vendor must continue to carry on the enterprise until settlement.
  - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if '**farmland used for farming business or sale of subdivided farmland**' to an associate' is specified in the particulars of sale.
  - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
  - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
  - (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (f) This clause applies if '**mixed supply**' is specified in the particulars of sale.
  - (i) GST is included in the price.

- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

**(g) GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
  - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
  - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
  - A. Where the margin scheme applies 7% of the purchase price; otherwise
  - B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

**(iv) Purchaser to remit withheld amount**

- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
- B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

**(v) Vendor to indemnify purchaser**

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

**14. Loan, building report or pest report**

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
  - (i) Grant the extension request; or
  - (ii) Advise the purchaser that the extension request is refused,
 in which case the purchaser may, within 2 clear business days either:
  - (iii) End the contract; or
  - (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:

- (i) End the contract; or
- (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
  - (i) Applied for the loan; and
  - (ii) Did everything reasonably required to obtain approval of the loan; and
  - (iii) Provides written proof to the vendor that the loan was not approved; and
  - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
  - (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
  - (i) Applied for the report; and
  - (ii) Provides the vendor with a copy of the written report; and
  - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
  - (iv) Is not in default under any other condition of this contract when the notice is given; and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

## **15. Adjustments**

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- (a) All periodic outgoings payable by the vendor and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate. However, tax for which the vendor is or may become liable under the Land Tax Act 2005 in respect of the land will not be apportioned when the sale price is less than the threshold amount determined under s 10I of the Sale of Land Act 1962.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (i) 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
  - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
  - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
  - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.

- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.
- (f) The purchaser is entitled to deduct 15% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

## **16. Time**

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- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

## **17. Service**

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- (a) Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- (b) A document is sufficiently served if served:
  - (i) Personally; or
  - (ii) By pre-paid post; or
  - (iii) By facsimile; or
  - (iv) By email.
- (c) Unless proven otherwise, any document sent by:
  - (i) Express post is taken to have been served on the next business day after posting;
  - (ii) Priority post is taken to have been served on the fourth business day after posting;
  - (iii) Regular post is taken to have been served on the sixth business day after posting;
  - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
  - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

## **18. Nominee**

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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**

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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.

## **20. Guarantee**

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- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.

- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

## **21. Notices**

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- (a) The vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale that does not relate to periodic outgoings.
- (b) The purchaser is responsible for compliance with 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.
- (c) The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## **22. Lease**

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- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

## **23. Loss or damage before settlement**

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- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.

- (c) If one or more of the goods is not in the same condition it was in on the day of sale, at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.

- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.

- (e) 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.

- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **24. Abandoned goods**

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Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

## **25. Default**

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A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

## **26. Interest**

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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**

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- (a) 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.
- (b) The default notice must:
  - (i) Specify the particulars of the default; and
  - (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
    - A. The default is remedied; and
    - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

## **28. Rescission notice**

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- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
  - (i) Specify the particulars of the failure to comply with the default notice; and
  - (ii) State that the contract will be ended in 10 days after the notice is given unless:
    - A. The default is remedied; and
    - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
  - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and

- (ii) All those amounts are a charge on the land until payment; and
- (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
  - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (ii) The vendor is entitled to possession of the property; and
  - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
    - A. Retain the property and sue for damages for breach of contract; or
    - B. 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
  - (iv) 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
  - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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# Vendor Statement

Pursuant to Section 32 Sale of Land Act 1962

And

# Contract of Sale of Land

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Property address: 34 KNIGHT WAY, WALLAN VIC 3756

Vendor: Daniela Kajmakoska & Cvete Kajmakoski & Borce Kajmakoski

Purchaser:

Prepared by:  
Anthonys Solicitors

Email: [nadia@anthonyslegal.com.au](mailto:nadia@anthonyslegal.com.au)

Ref: 26/37

# Vendor Statement

The vendor makes this statement in respect of the land in accordance with [section 32](#) of the Sale of Land Act 1962.

This statement must be signed by, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land: 34 KNIGHT WAY, WALLAN VIC 3756

## SIGNED BY THE VENDOR

Name: Daniela Kajmakoska

On \_\_\_/\_\_\_/20\_\_\_

## SIGNED BY THE VENDOR

Name: Cvete Kajmakoski

On \_\_\_/\_\_\_/20\_\_\_

State nature of authority if applicable.

Not Applicable

State nature of authority if applicable.

Not Applicable

## SIGNED BY THE VENDOR

Name: Borce Kajmakoski

On \_\_\_/\_\_\_/20\_\_\_

State nature of authority if applicable.

Not Applicable

## SIGNED BY THE PURCHASER

Name:

On \_\_\_/\_\_\_/20\_\_\_

State nature of authority if applicable.

Not Applicable

SUMMARY PAGE OF THE VENDOR STATEMENT *(Please tick)*

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title		Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning		Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

**ATTACHMENTS**

Any certificates, documents and other attachments may be annexed or further information added here.

Attached

Further information:

**TITLE**

Attached are copies of the following documents:

- (a)  Register Search Statement and the document referred to as the diagram location in the Register Search Statement.
- (b)  Evidence of the vendor’s right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

**LAND USE & SERVICES**

**(a) Easements, covenants, or other similar restrictions**

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

Attached copies of title document/s.

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

**(b) Services**

The following services are NOT connected to the land:

Electricity supply  Gas supply  Telephone  Water supply  Sewerage

(c) Road access  Yes  No

**PLANNING**

**(a) Planning scheme**

Attached is a certificate with the required specified information.

**(b) Designated bushfire prone area**

Yes  No Under [section 192A](#) of the [Building Act 1993](#)

**FINANCIAL MATTERS**

**(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest**

Contained in the attached certificate/s.

**(b) Particulars of any charge under any Act**

Amount owing: \$  To Chargee:

Other particulars (including dates and times of payments):

INFORMATION ONLY

# DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

## Overview

Before you buy a home or vacant residential land, 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.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage ([consumer.vic.gov.au/due diligence checklist](http://consumer.vic.gov.au/due-diligence-checklist)) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 58KB\)](#).

This page contains additional links to organisations and web pages that can help you learn more.

## Urban living

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.

For more information, visit the [Commercial and industrial noise page on the Environment Protection Authority website](#) and the [Odour page on the Environment Protection Authority website](#).

### Buying into 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.

For more information, view our [Owners corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

## Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page on the Department of Environment, Land, Water & Planning website](#).

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the [Department of Environment, Land, Water and Planning - Native Vegetation Information Management website](#).

## Flood and fire risk

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.

For information about fire risk, visit:

- [Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website](#)
- [Building in bushfire prone areas - Department of Environment, Land, Water & Planning website](#).

For general information about flood risk, visit the [Australian Flood Risk Information Portal on the Geoscience Australia website](#).

To find out who is responsible for floodplain management in your area, visit the [Catchment management framework page on the Department of Environment, Land, Water & Planning website](#).

Catchment management authority websites:

- [Melbourne Water website](#) - includes floodplain management for Port Phillip and Westernport regions
- [Corangamite Catchment Management Authority website](#)
- [East Gippsland Catchment Management Authority website](#)
- [Gleneilg Hopkins Catchment Management Authority website](#)
- [Goulburn Broken Catchment Management Authority website](#)
- [Mallee Catchment Management Authority website](#)
- [North Central Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#).

## Rural properties

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. For information about what impacts you should expect and how to manage them, visit the [New landholders section on the Agriculture Victoria website](#).
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native vegetation page on the Agriculture Victoria website](#).
- Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Agriculture Victoria website](#).
- Can you build new dwellings? Contact the local council for more information.
- 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? For more information, visit the [Forestry & land use page on the Department of Environment, Land, Water & Planning website](#).

## Earth resource activity, such as mining

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.

For more information, visit the:

- [GeoVic page on the Department of Economic Development, Jobs, Transport and Resources website](#)
- [Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website](#).

## Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the [Contaminated site management page on the Environment Protection Authority website](#).

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Planning Practice Notes page on the Department of Environment, Land, Water & Planning website](#).

## Land boundaries

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.

For more information, visit the [Property and land titles page on the Department of Environment, Land, Water & Planning website](#).

## Planning controls affecting 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.

### 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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online section on the Department of Environment, Land, Water & Planning website](#).

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website](#).

## Safety

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.

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website](#).

## Building permits

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.

For more information about building regulation, visit our [Building and renovating section](#).

### Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website](#).

### Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website](#).

### 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.

For help choosing an energy retailer, visit the [Victorian Energy Compare website](#).

For information on possible impacts of easements, visit the [Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website](#).

For information on the National Broadband Network (NBN) visit the [NBN Co website](#).

## Buyers' rights

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.

For more information, view our [Buying property section](#).

## Professional associations and bodies that may be helpful:

- [Australian Institute of Architects website](#)
- [Association of Consulting Surveyors Victoria website](#)
- [Australian Institute of Conveyancers \(Victorian Division\) website](#)
- [Institute of Surveyors Victoria website](#)
- [Law Institute of Victoria website](#)
- [Real Estate Institute of Victoria website](#)
- [Strata Community Australia \(Victoria\) website](#).

**GUARANTEE and INDEMNITY**

I/We, ..... of  
.....

and..... of  
.....

being the **Sole Director / Directors** of ..... of  
..... (called the "Guarantors") IN

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

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

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

this ..... day of ..... 2026

SIGNED by the said )

Print Name: )

..... )  
Director (Sign)

in the presence of: )

Witness: )

.....

## **SPECIAL CONDITIONS**

### **1 INTERPRETATION**

- 1.1 "Business Day" means any day on which trading banks are open for business in Melbourne for the transacting of banking business.
- 1.2 "General Conditions" means the General Conditions incorporated into the Law Institute of Victoria and Real Estate Institute of Victoria Limited copyright contract 2025 Edition.
- 1.3 "Land" means the Land being sold described in the Particulars of Sale.
- 1.4 "Particulars of Sale" means the Particulars of Sale to which these special conditions are attached.
- 1.5 "Vendor's Statement" means a statement in accordance with section 32 of the Sale of Land Act 1962 as annexed and incorporated into this contract.
- 1.6 Headings are part of this contract but are for identification purposes only.
- 1.7 Where there is more than one person comprising the vendor or purchaser each such person shall be bound jointly and severally.
- 1.8 Wherein appearing the singular shall include the plural and the male gender shall include the female gender and/or a body corporate.

### **2 IDENTITY**

The purchaser admits that the Land as offered for sale and inspected by the purchaser is identical to that described in the title particulars in the Vendor's Statement herewith. The purchaser cannot make any requisition or claim any compensation for any alleged misdescription of the Land or deficiency in the area or measurements or call upon the vendor to amend title.

### **3 PLANNING AND RESTRICTIONS**

- 3.1 The purchaser acknowledges they have satisfied themselves of the location of all structures.
- 3.2 The purchaser further accepts that the property is sold subject to all encumbrances and restrictions including easements, covenants, appurtenant easements, implied easements, leases and any rights of any other person, whether they are disclosed or not.
- 3.3 The property is also sold subject to all restrictions as to the use of the Land pursuant to any legislation or regulation or requirement made by any authority under any order, plan, permit, scheme or overlay. No such restriction shall constitute a defect in the vendor's title.
- 3.4 The purchaser shall not make any claim against the vendor whatsoever in respect of any of the abovementioned points.

#### **4 ENTIRE AGREEMENT AND NO REPRESENTATIONS**

- 4.1 This contract sets out all the terms and conditions of this sale and any representation or promise or warranty made prior to this contract being executed which is not referred to herein or in the Vendor's Statement which may have been made for or on behalf of the vendor is hereby withdrawn and shall not be relied upon by the purchaser.
- 4.2 The purchaser agrees that he is not relying upon any representation made by or on behalf of the vendor to the purchaser or a representative of the purchaser and that the purchaser is relying upon his own enquiries made before signing this contract.
- 4.3 If any provision of this contract and/ or its application are deemed unfair, unenforceable or void under Australian consumer law then that part will be deemed severed from this contract and the remaining clauses shall not be affected and will remain enforceable.

#### **5 GUARANTEE**

- 5.1 Where the purchaser is a corporation (or a trust with a corporate trustee) not listed on an Australian stock exchange, the purchaser shall obtain the execution of a guarantee in the form annexed hereto, contemporaneously with the signing of the contract by or on behalf of the purchaser. The guarantee must be executed in compliance the Corporations Act (2001) Cth and with a pen-and-ink wet signature.
- 5.2 Where the purchaser is a trust where the trustees are natural persons, the purchaser shall obtain the execution of a guarantee in the form annexed hereto, contemporaneously with the signing of the contract by or on behalf of the purchaser. The guarantee must be executed with a pen-and-ink wet signature.
- 5.3 This contract is conditional upon a digital copy of the signed guarantee being delivered via electronic means to the vendor's representative within three business days of the contract date, and the original signed guarantee being delivered to the vendors representative prior to settlement. If the duly completed and executed guarantee is not delivered within the times specified, the purchaser shall be in default under this contract.
- 5.4 Should the purchaser not comply with this condition, in addition to the vendors other rights under this contract, the purchaser shall pay the vendor's legal costs of \$660.00.

## **6 BUILDING**

- 6.1 The purchaser acknowledges and declares that they have purchased the property as a result of their 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.
- 6.2 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.
- 6.3 Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the vendor's 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.

## **7 GOODS**

- 7.1 The purchaser shall not require the chattels fixtures and fittings to be in working order at the date of settlement, nor shall any compensation be claimed against the vendor thereto.
- 7.2 The purchaser acknowledges that he has satisfied himself of the condition of all fittings, appliances and chattels included in this sale.

## **8 TIME AND SETTLEMENT**

- 8.1 If there is a requirement under this contract to perform an obligation, in particular but not limited to payment of the balance on the settlement date, that obligation must be performed by no later than 5:00pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the party responsible for performing that obligation, then the party who fails to perform that obligation by the stated time on the date shall be in default.
- 8.2 The purchaser shall provide a completed statement of adjustments ("adjustments") as well as all searches relied on in making their calculations no later than seven (7) Business Days before the settlement in order to provide the vendor and the vendor's representative sufficient time to communicate with the vendor, confirm the information contained within the adjustments and to provide directions for the proceeds of settlement funds.

- 8.3 The purchaser shall complete all tasks and compel their mortgagee (and any other party required by the purchaser to complete the settlement) to complete all tasks on the electronic settlement platform, that is required to bring the workspace (or any other such similar name) to a status that settlement is ready to proceed, a minimum of one hour prior to the agreed, scheduled settlement time.
- 8.4 Should settlement be delayed from the agreed, scheduled time on the due date for settlement due to an action or non- action by the purchaser or the purchaser's mortgagee, each such delay shall be deemed a default.
- 8.5 The purchaser shall pay to the vendor's representative \$55.00 for each breach or default of the clauses contained within this condition to allow for the vendor's extra conveyancing costs (including communicating with the vendor, the real estate agent and the vendor's mortgagee) due to the purchaser's delay or default.
- 8.6 If the vendor's mortgagee(s) and/or caveator(s) are unable to rebook settlement immediately due to a purchaser's default in settlement, the purchaser's delay in settlement will be deemed to be the date
- that the vendor's mortgagee(s) and/or caveator(s) are in a position to settle and interest and other costs payable under this clause shall be payable until settlement occurs.

## 10 **DEFAULT**

- 10.1 General Condition 25 contained in the contract of sale of real estate prescribed under section 99 of the Estate Agents Act 1980 shall not apply to the contract attached hereto and the following special condition shall apply instead.
- 10.2 A purchaser who breaches this contract must pay to the vendor on demand:
- a) The full amount payable under the contract attached hereto, whether due to be paid or not; and
  - b) Compensation for any reasonably foreseeable loss to the vendor resulting from the breach; and
  - c) Any interest due under the contract attached hereto as a result of the breach.
- 10.3 The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever or however arising. 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 the 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, charges and other expenses payable by the vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement;
- c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- d) Any additional legal costs and expenses occasioned by the default as between client and conveyancer and/ or solicitor and client on an indemnity basis;
- 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;

10.4 General Condition 26 is deleted. If the purchaser defaults in payment of any money under this contract the purchaser shall pay to the vendor interest at the rate being 4 per cent higher than the rate prescribed from time to time pursuant to section 2 of the Penalty Interest Rates Act 1983 computed daily on the money overdue during the period of default without prejudice to any other rights of the vendor.

## 11 DEPOSIT

11.1 The vendor and the purchaser hereby authorise the vendor's representative to invest the whole or any part of the deposit in an Australian trading banking institution, but the representative need not invest the deposit.

11.2 The purchaser shall, within three Business Days of being requested to do so, provide their tax file number to the vendor's representative.

11.3 Any interest that is accrued on the deposit money less investment expenses will be paid to the party entitled to the deposit on the date on which the deposit is released to that party.

11.4 In the event that the purchaser is entitled to the deposit monies, the purchaser is not entitled to any interest on the deposit unless and until the purchaser advises the vendor's representative of the purchaser's tax file number.

11.5 If the due date for the payment of the deposit is not completed in the particulars of sale then the vendor and purchaser agree that the deposit is immediately due and payable to the vendor on the day of sale of this contract.

## 12 **MERGER**

All obligations which remain to be performed by the purchaser after settlement shall remain in full force and effect notwithstanding the settlement. However, all terms and conditions to be performed by the vendor shall merge absolutely in the registration of the transfer of land to the purchaser.

## 13 **FOREIGN INVESTMENT REVIEW BOARD (FRB) APPROVAL**

13.1 If the named purchaser or the nominated purchaser is a foreign person within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (as adopted and amended from time to time) then the purchaser warrants to the vendor that they have received approval ("FIRB approval") from the Foreign Investment Review Board ("FIRB") of the Commonwealth of Australia and shall be deemed to be in default under this contract unless a copy of the FIRB approval letter is provided for the named purchaser and/or the nominated purchaser or evidence that the named purchaser or the nominated purchaser meet the criteria to be exempt from obtaining approval FIRB approval on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the nomination form (whichever is the earlier date).

13.2 The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the Land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract.

13.3 The vendor shall retain an equitable interest in the Land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

## 14 **EXTENSION REQUESTS**

Should the purchaser request an extension to any condition enduring for the benefit of the purchaser (excluding the settlement date) the purchaser must pay \$220.00 to the vendor's representative at settlement, for each extension request. The purchaser agrees this fee is the vendor's reasonable estimate of additional legal costs incurred by the vendor to facilitate the request, even if the request is not made directly through the vendor's representative.

## 15 **VARIATION REQUEST**

Should the purchaser request any variation to the settlement date or other variation of the terms of this contract after the date of sale, the purchaser must pay \$220.00 to the vendor's representative at settlement, for each variation request. The purchaser agrees this fee is the vendor's reasonable estimate of additional legal costs incurred by the vendor to facilitate the request, even if the request is not made directly through the vendor's representative.

## 16 **SOLAR PANELS**

In respect of any solar panels that are installed at the property, the vendor warrants that they are owned by the vendor and will be unencumbered and transferred to the purchaser at settlement. However, the vendor makes no warranties or any representations in relation to their condition, any electricity generated by them, that they have been properly installed, their input or feed in tariff rate. Any agreement between the vendor and the purchaser with an energy supplier will not pass to the purchaser and shall cease at settlement.

## 17 **NOTICES**

A default or rescission notice given by the purchaser to the vendor under this contract shall only be delivered by pre- paid post and shall be taken to be made and received three Business Days after the day of posting, or where it is posted in the period between 20th December and 7th January in each year, shall be deemed to be received three Business Days after the 7th January following the date of postage.

## 18 **LEASE AGREEMENTS**

Where the property is sold with a lease, the purchaser shall not be entitled to any other lease or tenancy documentation other than that attached to the Vendor's Statement. The purchaser will not require the vendor to provide any further lease or tenancy documentation or amend the documentation nor pay any costs of amending the documentation. The purchaser will not be entitled to refuse or delay settlement or claim any compensation or damages as a result of the vendor not being able to deliver an original copy of the lease or tenancy documentation at settlement. This special condition shall not merge with settlement.

## 19 **POWER OF ATTORNEY**

Where the Contract of Sale is executed by the vendor pursuant to a POA, the purchaser shall not be entitled to make any objection to the execution of the Contract of Sale and/or any other documents authorised under a Power of Attorney with the only exception being to confirm whether or not the Power of Attorney has been revoked prior to settlement.

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

VOLUME 12214 FOLIO 616

Security no : 124131712236E  
Produced 29/01/2026 03:09 PM

LAND DESCRIPTION

Lot 858 on Plan of Subdivision 741832T.  
PARENT TITLE Volume 12072 Folio 984  
Created by instrument PS741832T 22/05/2020

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 3 equal undivided shares

Sole Proprietor

DANIELA KAJMAKOSKA of 44 FULHAM WAY WOLLERT VIC 3750

As to 1 of a total of 3 equal undivided shares

Sole Proprietor

CVETE KAJMAKOSKI of 44 FULHAM WAY WOLLERT VIC 3750

As to 1 of a total of 3 equal undivided shares

Sole Proprietor

BORCE KAJMAKOSKI of 44 FULHAM WAY WOLLERT VIC 3750  
AT382114N 29/06/2020

ENCUMBRANCES, CAVEATS AND NOTICES

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  
AQ399327B 30/10/2017

AGREEMENT Section 173 Planning and Environment Act 1987  
AT250630G 18/05/2020

DIAGRAM LOCATION

SEE PS741832T 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: 34 KNIGHT WAY WALLAN VIC 3756

DOCUMENT END

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<b>PLAN OF SUBDIVISION</b>	<b>EDITION 1</b>	<b>PS 741832T</b>
----------------------------	------------------	-------------------

<b>LOCATION OF LAND</b>  PARISH: BYLANDS TOWNSHIP: SECTION: CROWN ALLOTMENT: 81A, 81C, 81D, 81E, 101A & 102 (PARTS)  TITLE REFERENCE: VOL.12072 FOL. 984  LAST PLAN REFERENCE: PS 741835M LOT BD  POSTAL ADDRESS: VALLEY DRIVE (AT TIME OF SUBDIVISION) WALLAN 3756  MGA94 CO-ORDINATES: E 322 100 ZONE 55 (AT APPROX CENTRE OF LAND IN PLAN) N 5 860 800	Council Name: Mitchell Shire Council  Council Reference Number: PLS084/17 Planning Permit Reference: PLP238/16 SPEAR Reference Number: S107354A  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 21/03/2019  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Ricardo Ramos for Mitchell Shire Council on 12/03/2020  <b>Statement of Compliance</b> issued: 13/05/2020
--	---

<b>VESTING OF ROADS AND OR RESERVES</b>	<b>NOTATIONS</b>
---	------------------

IDENTIFIER	COUNCIL/BODY/PERSON
ROADS R-1 RESERVE No.1	MITCHELL SHIRE COUNCIL MITCHELL SHIRE COUNCIL

<b>NOTATIONS</b>
------------------

**DEPTH LIMITATION:** 15m BELOW THE SURFACE APPLIES TO CROWN ALLOTMENT 101A PARISH OF BYLANDS ONLY.

**STAGING:** THIS IS NOT A STAGED SUBDIVISION.  
PLANNING PERMIT No.

LOTS 1 TO 854, 870 TO 889, 891 TO 973 AND 979 TO 986 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN

**SURVEY:** THIS PLAN IS BASED ON SURVEY  
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK No(s) 63,163,56 & 57.  
IN PROCLAIMED SURVEY AREA No. 53

<b>EASEMENT INFORMATION</b>
-----------------------------

**LEGEND:** A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

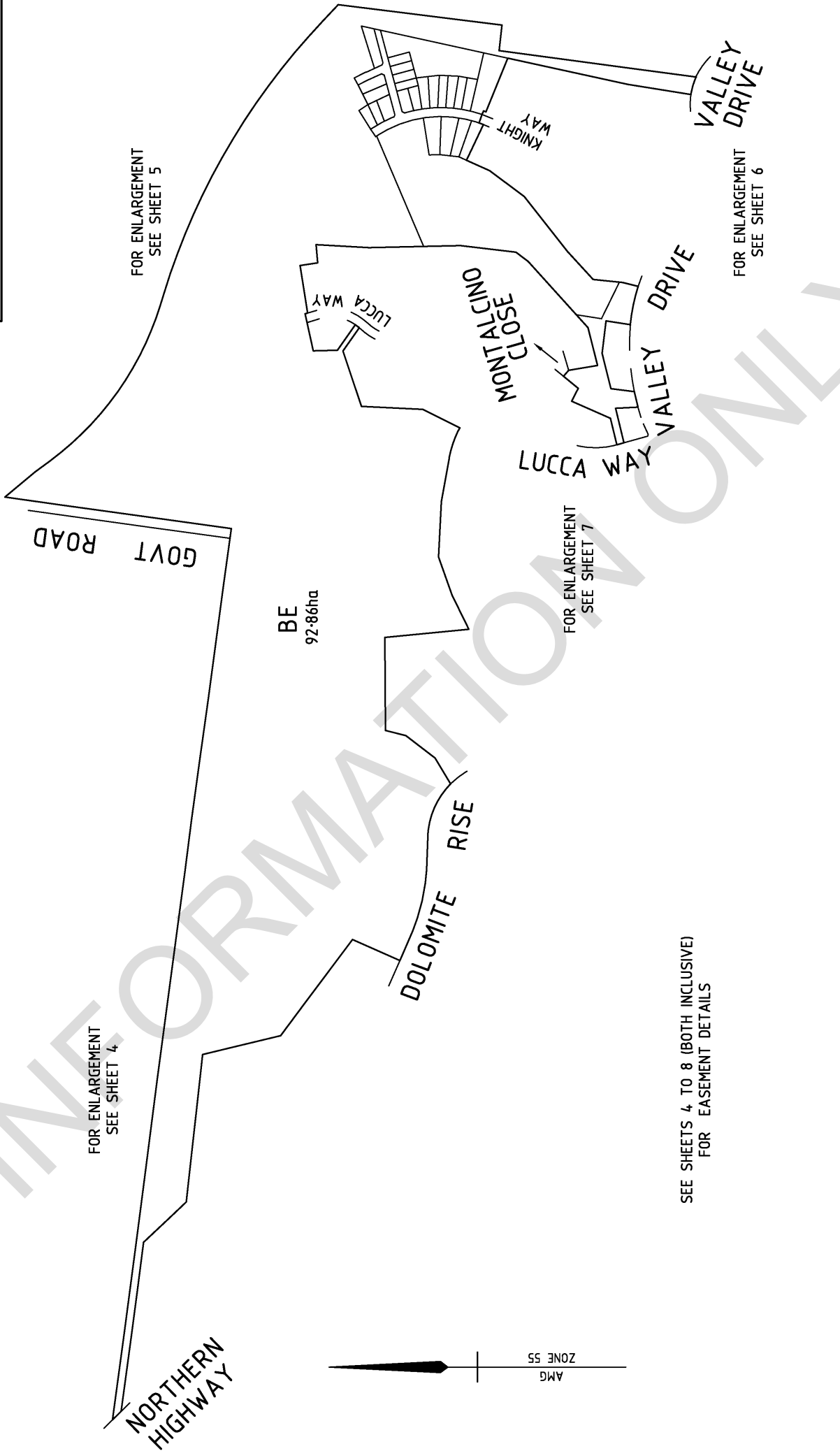
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
FOR EASEMENT INFORMATION SEE SHEET 2				

 LICENSED LAND SURVEYORS & ENGINEERS CALIBRE CONSULTING (MELB) PTY LTD Level 2, 55 Southbank Boulevard Southbank VIC 3008 T 03 9203 9000 F 03 9203 9099 www.calbregroup.com	HIGHLANDS Stage 3B	DEVELOPMENT AREA: 13.13ha	No. LOTS = 25 +BE	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 9 SHEETS
	Digitally signed by: Zois Aravanis, Licensed Surveyor, Surveyor's Plan Version (U), 11/03/2020, SPEAR Ref: S107354A				PLAN REGISTERED TIME: 4.33 pm DATE: 22/05/2020 Assistant Registrar of Titles Denise Satti
REF: <b>5566/60A3B</b> VERSION: <b>U</b> PG 11.7.16					

**PS 741832T**

EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1 E-3	DRAINAGE SEWERAGE	SEE DIAG. SEE DIAG.	PS 711833L PS 711833L	MITCHELL SHIRE COUNCIL YARRA VALLEY WATER LIMITED
E-7 E-7 E-7	CARRIAGEWAY CARRIAGEWAY CARRIAGEWAY	SEE DIAG. SEE DIAG. SEE DIAG.	PS 420381S PS 420381S PS 420381S	GOULBURN VALLEY REGION WATER AUTHORITY SHIRE OF MITCHELL LOTS ON PS 420381S
E-10	SEWERAGE	SEE DIAG.	PS 645729W	YARRA VALLEY WATER CORPORATION
E-11, E-12, E-20	SEWERAGE	SEE DIAG.	PS 741835M	YARRA VALLEY WATER CORPORATION
E-12, E-13 E-19, E-23	DRAINAGE	SEE DIAG.	PS 741835M	MITCHELL SHIRE COUNCIL
E-14, E-16 E-18, E-24	DRAINAGE	SEE DIAG.	THIS PLAN	MITCHELL SHIRE COUNCIL
E-15, E-16 & E-27	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-12, E-17, E-18, E-19, E-20, E-22, E-23, E-24 & E-27	WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS No. MCPAA1107	SEE DIAG.	THIS PLAN	MELBOURNE WATER CORPORATION
E-21, E-22 E-23	CARRIAGEWAY	SEE DIAG.	THIS PLAN	MITCHELL SHIRE COUNCIL
E-25	PIPELINES OR ANCILLARY PURPOSES	SEE DIAG.	PS 513203B	GOULBURN VALLEY REGION WATER AUTHORITY
E-26	SEWERAGE	SEE DIAG.	PS 807874M	YARRA VALLEY WATER CORPORATION

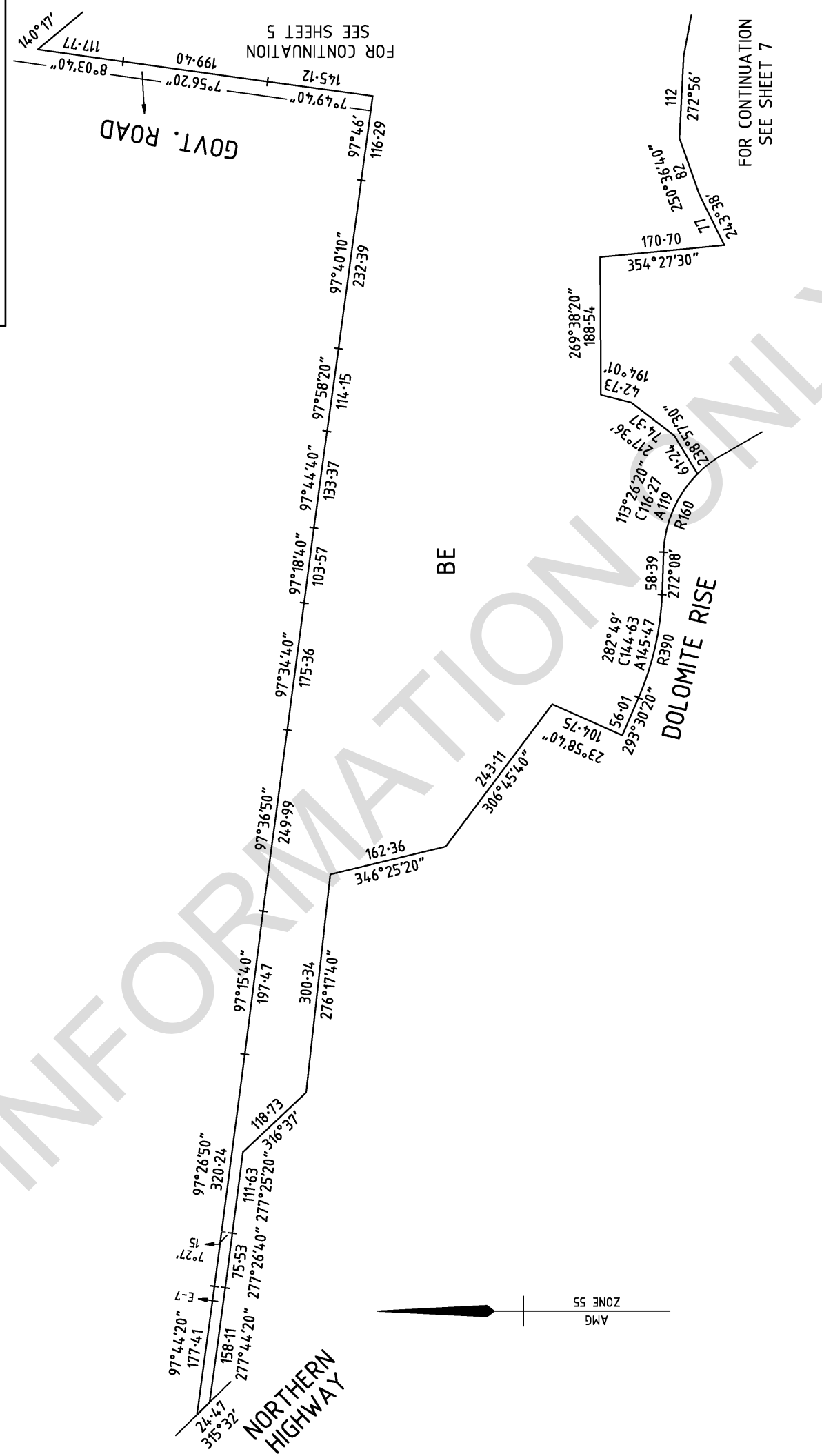
**PS 741832T**



SEE SHEETS 4 TO 8 (BOTH INCLUSIVE)  
FOR EASEMENT DETAILS

<p>LICENSED LAND SURVEYORS &amp; ENGINEERS CALIBRE CONSULTING (MELB) PTY LTD Level 2, 55 Southbank Boulevard Southbank VIC 3008 T 03 9203 9000 F 03 9203 9099 www.calbrigroup.com</p> <p><b>REF: 5566/60A3B</b>    <b>VERSION: U</b>    <b>PG 9.5.18</b></p>	<p>Digitally signed by: Zois Aravanis, Licensed Surveyor, Surveyor's Plan Version (U), 11/03/2020, SPEAR Ref: S107354A</p>	<p><b>SCALE 1:7500</b></p> <p><b>LENGTHS ARE IN METRES</b></p> <p>75 0 75 150 225 300 375</p>	<p><b>ORIGINAL SHEET SIZE: A3</b></p> <p>Digitally signed by: Mitchell Shire Council, 12/03/2020, SPEAR Ref: S107354A</p>	<p><b>SHEET 3 OF 9 SHEETS</b></p>
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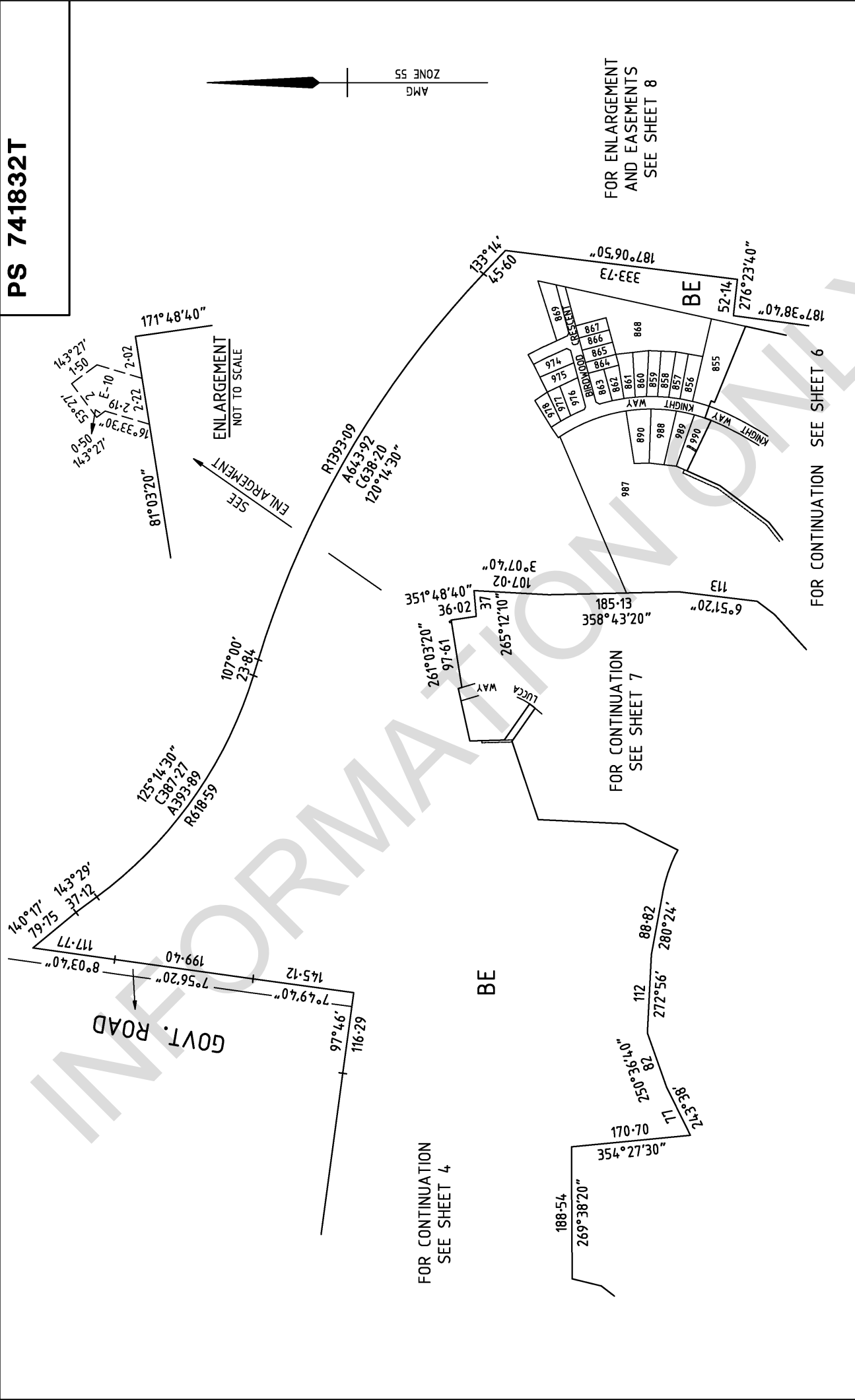
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<p>REF: 5566/60A3B VERSION: U</p>		<p>FOR CONTINUATION SEE SHEET 5</p>			
<p>FOR CONTINUATION SEE SHEET 7</p>		<p>FOR CONTINUATION SEE SHEET 7</p>			
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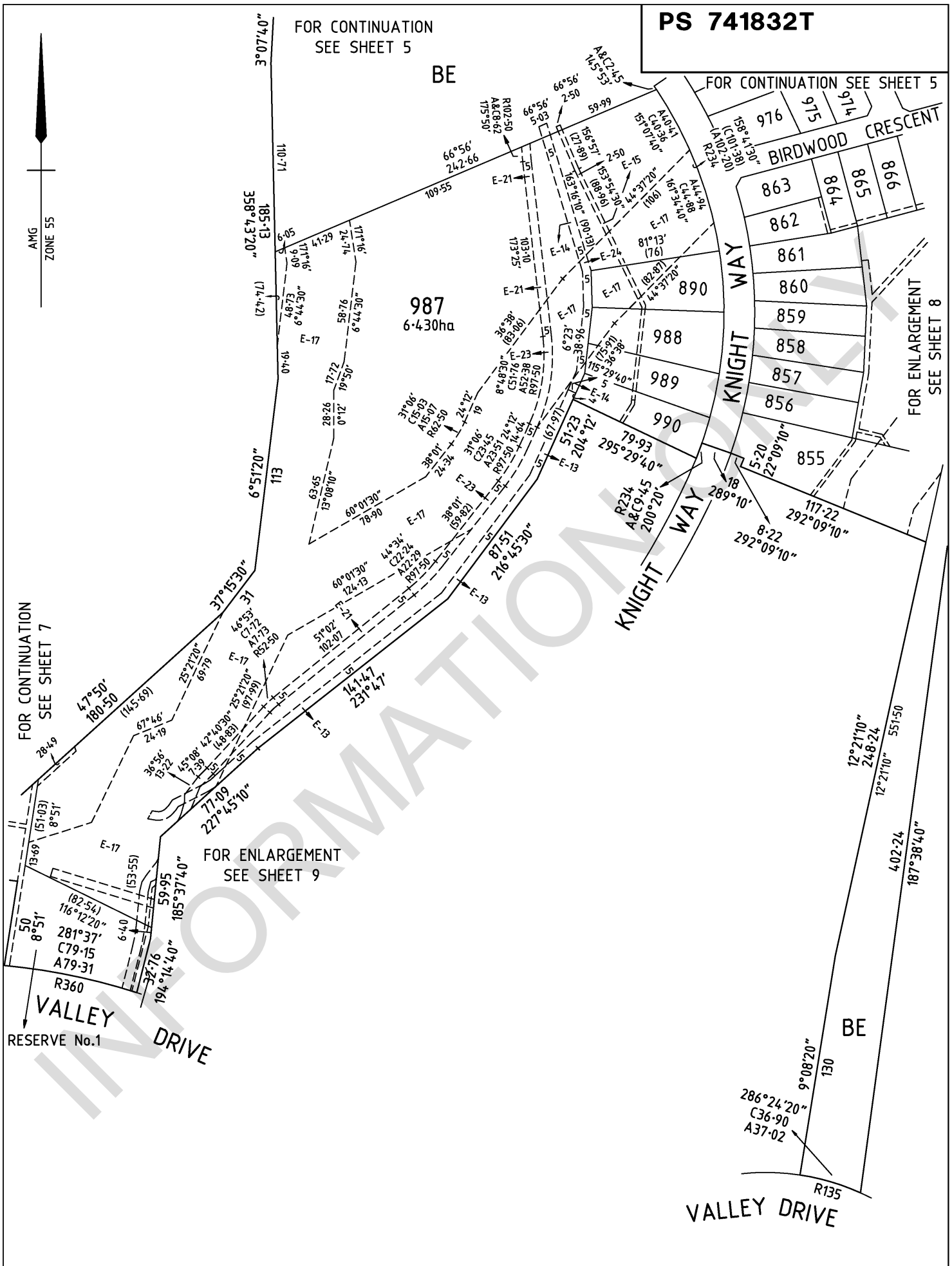
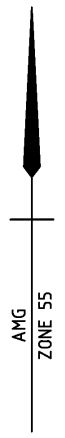
<p>LICENSED LAND SURVEYORS &amp; ENGINEERS  <b>calibre</b>          CALIBRE CONSULTING (MELB) PTY LTD          Level 2, 55 Southbank Boulevard          Southbank VIC 3008          T 03 9203 9000          F 03 9203 9099          www.calibregroup.com</p>		<p>SCALE 1:5000</p> <p>50 100 150 200 250 LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p> <p>SHEET 5 OF 9 SHEETS</p>
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PS 741832T

FOR CONTINUATION  
SEE SHEET 5

FOR CONTINUATION SEE SHEET 5

BE



FOR CONTINUATION  
SEE SHEET 7

FOR ENLARGEMENT  
SEE SHEET 9

FOR ENLARGEMENT  
SEE SHEET 8



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SCALE  
1:2000



ORIGINAL SHEET  
SIZE: A3

SHEET 6 OF 9 SHEETS

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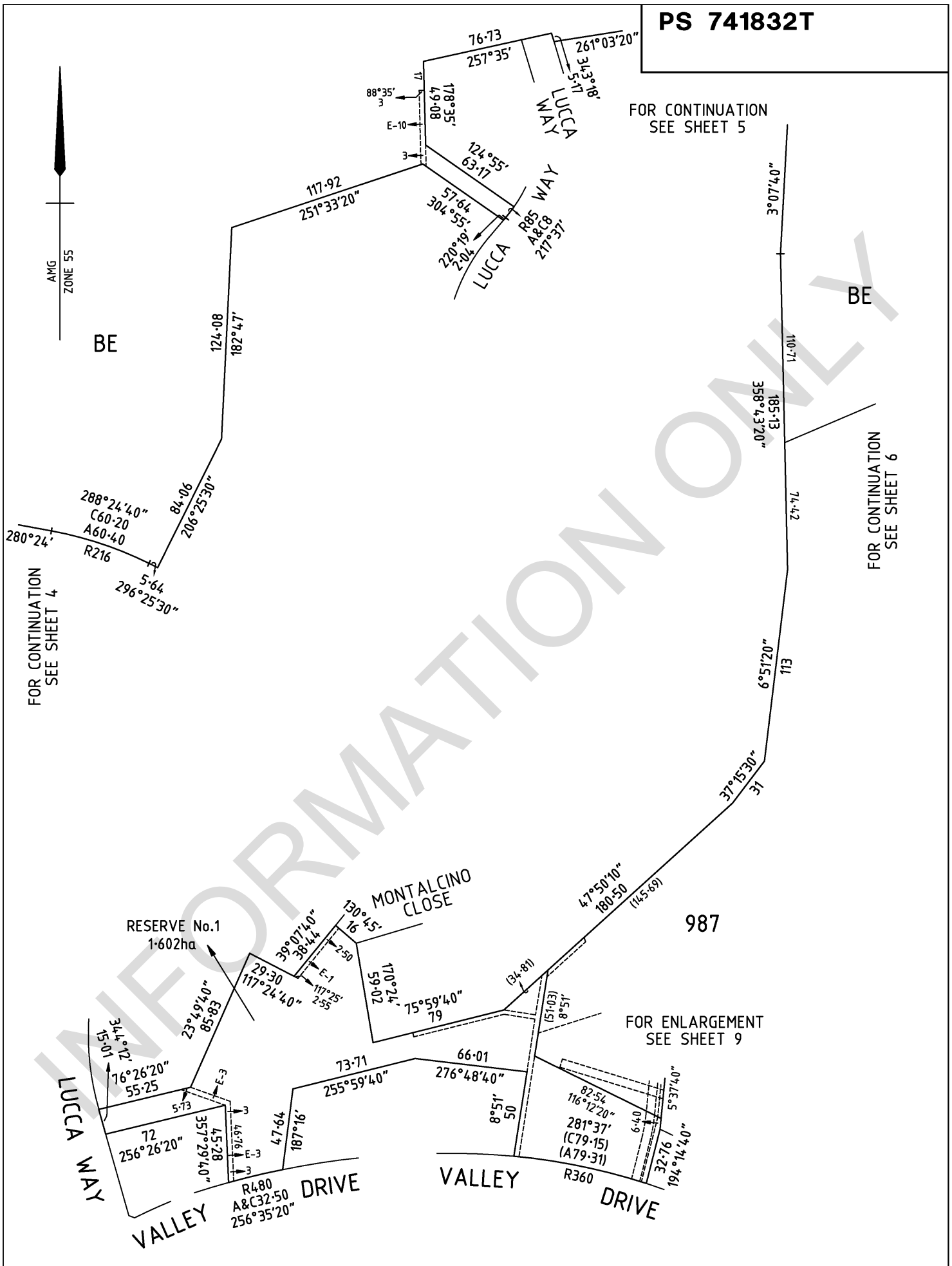
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VERSION: U

RM 08.01.20

**PS 741832T**



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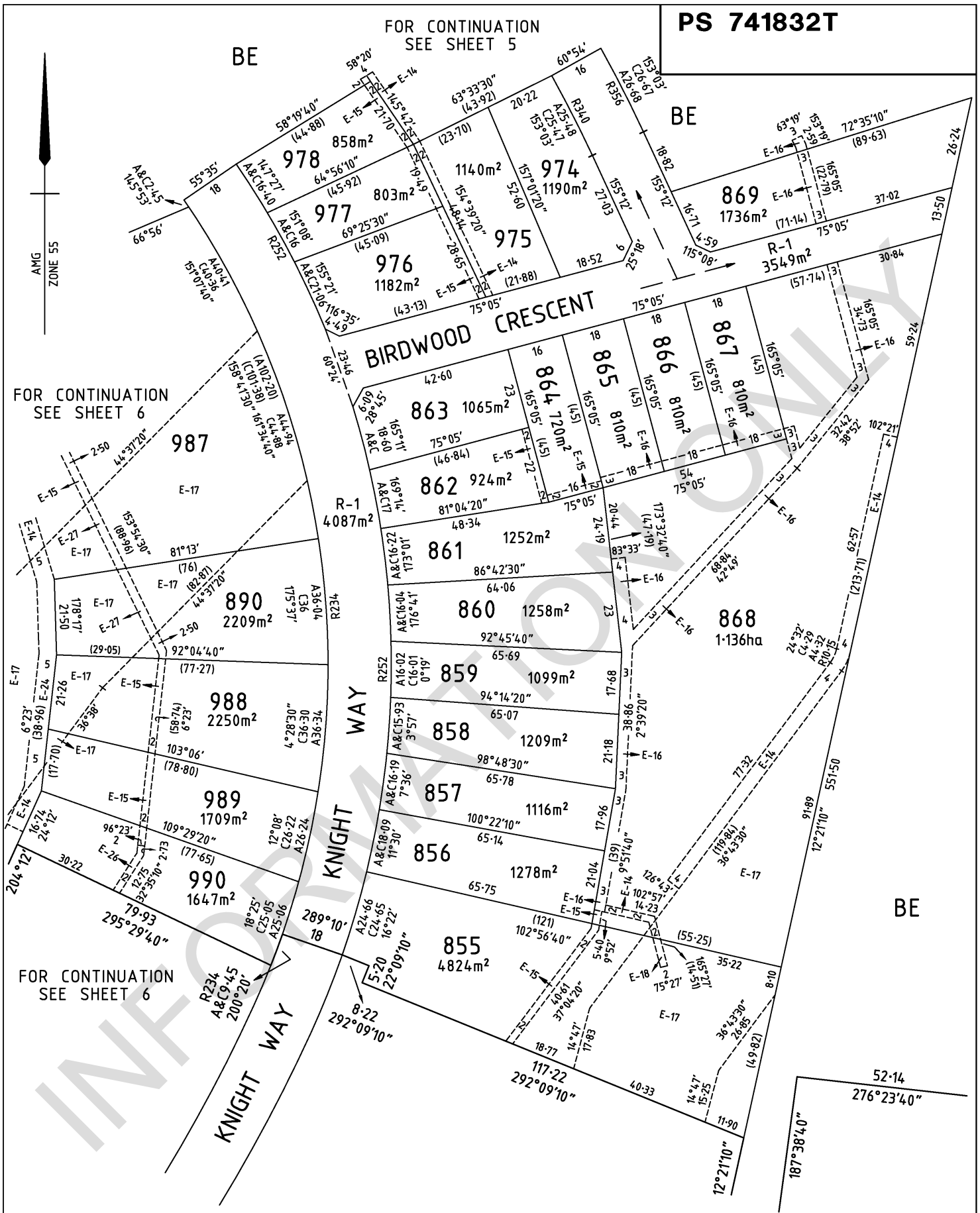
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SHEET 7 OF 9 SHEETS

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FOR CONTINUATION  
SEE SHEET 6

FOR CONTINUATION  
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 Southbank VIC 3008  
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 F 03 9203 9099  
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SCALE  
 1:1000

LENGTHS ARE IN METRES

ORIGINAL SHEET  
 SIZE: A3

SHEET 8 OF 9 SHEETS

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 11/03/2020, SPEAR Ref: S107354A

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 Mitchell Shire Council,  
 12/03/2020,  
 SPEAR Ref: S107354A

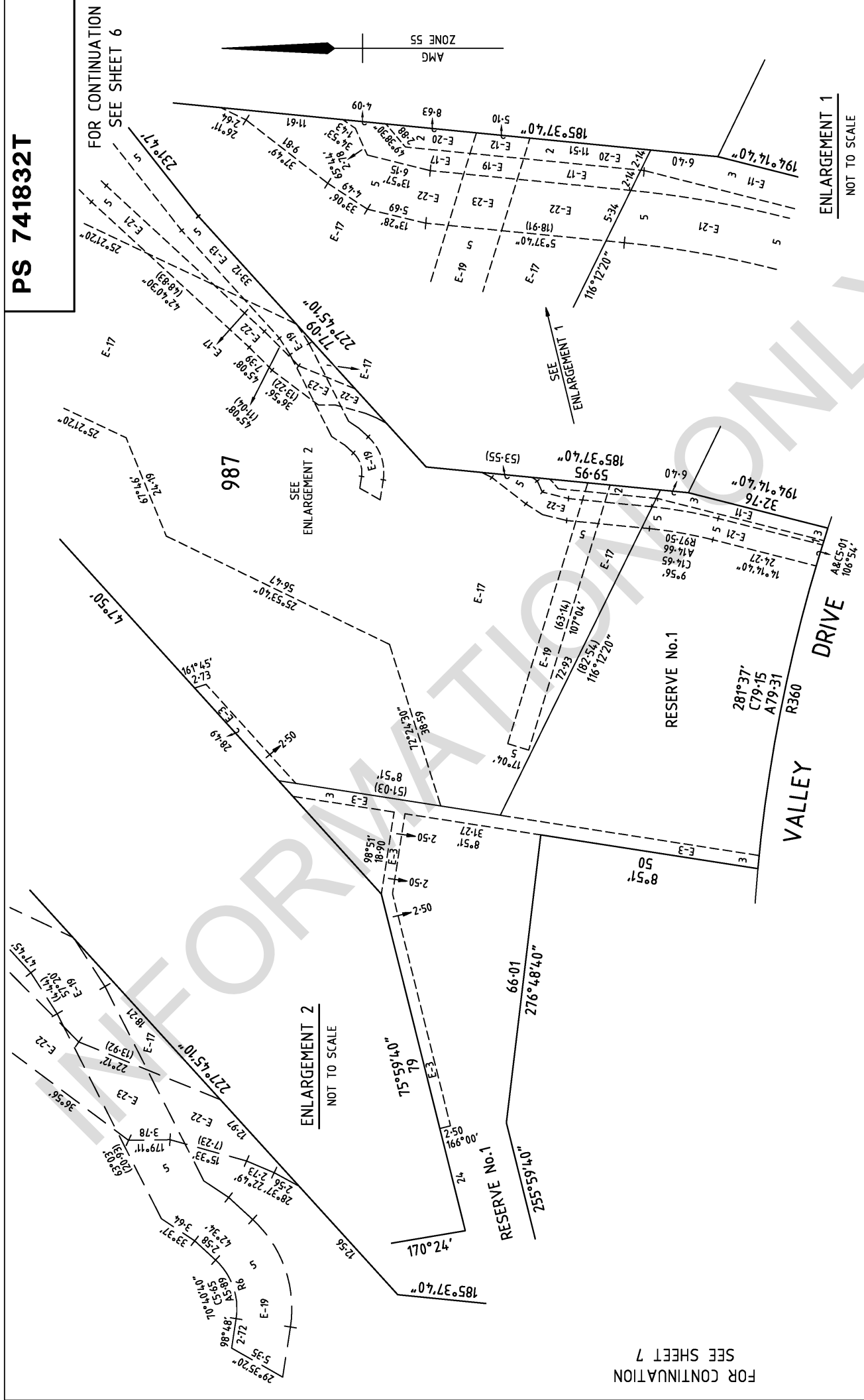
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VERSION: U

RM 06.03.20

PS 741832T

FOR CONTINUATION  
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FOR CONTINUATION  
SEE SHEET 7

ENLARGEMENT 1  
NOT TO SCALE

ENLARGEMENT 2  
NOT TO SCALE

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 RM 9.04.19



# Department of Environment, Land, Water & Planning

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Status	Registered	Dealing Number	AT250630G
Date and Time Lodged	18/05/2020 10:08:00 AM		

### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173LC: 8142334

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

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### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

12072/984

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

Name	MITCHELL SHIRE COUNCIL
Address	
Street Number	113
Street Name	HIGH
Street Type	STREET
Locality	BROADFORD
State	VIC
Postcode	3658

### Additional Details



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

Refer Image Instrument

---

The applicant requests the recording of this Instrument in the Register.

---

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	MITCHELL SHIRE COUNCIL
Signer Name	KIERRA PARKER
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	16 MAY 2020

---

### File Notes:

NIL

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Statement End.

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Document Assembled	<b>29/01/2026 16:28</b>

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**Maddocks**

Lawyers  
Collins Square, Tower Two  
Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

Date / /

**Agreement under section 173  
of the Planning and Environment Act 1987**

**Bushfire Management Plan and Vegetation  
Management**

Subject Land: Lot BD – Stage 3B Hidden Valley, Northern Highway Wallan

Mitchell Shire Council  
and

Hidden Valley Australia Pty Ltd  
ACN 077 640 469

Interstate offices  
Canberra Sydney  
Affiliated offices around the world through the  
Advoc network - www.advoc.com

[8142334: 26404747\_1]Legal/71137936\_2



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---

## Agreement under section 173 of the Planning and Environment Act 1987

Dated            /            / 2020

---

### Parties

Name	<b>Mitchell Shire Council</b>
Address	113 High Street, Broadford, Victoria
Short name	<b>Council</b>

Name	<b>Hidden Valley Australia Pty Ltd ACN 077 640 469</b>
Address	Suite 501, level 5, 370 St Kilda Road, Melbourne, 3004
Short name	<b>Owner</b>

---

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The CFA is a determining referral authority pursuant to the Act and the Planning Scheme.
- C. The DELWP is a referral authority pursuant to the Act and the Planning Scheme.
- D. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- E. Council has issued the Planning Permit.
- F. Condition 5 of the Planning Permit requires the Owner to enter into an agreement under section 173 of the Act to:
  - F.1 incorporate the Bushfire Management Plan endorsed under the Planning Permit; and
  - F.2 provide for the vegetation management requirements identified in conditions 30 to 34 of the Planning Permit including the provision of a Native Vegetation Offset.
- G. The parties entered into the First Agreement to provide for the matters in condition 5 of the Planning Permit.
- H. The Owner made an application to Amend the First Agreement so as to give effect to the Amended Bushfire Management Plan. Council has resolved to support the Amended Bushfire Management Plan provided:
  - H.1 The Owner enters into this new agreement to provide for the Amended Bushfire Management Plan; and to

- H.2 Require the Bio-Swale located in Lot 868 to be maintained by the Owner of Lot 868.
- H.3 The Parties intend for the First Agreement to continue to apply to the land to which it applies but for the First Agreement to be read subject to this Agreement and specifically:
- H.3.1 That the Amended Bushfire Management Plan should be regarded as the Bushfire Management Plan for the purposes of the First Agreement; and
- H.3.2 The owner of Lot 868 is to maintain the Bio Swale located in Lot 868

## The Parties agree

### 1. Definitions

In this Agreement unless the context admits otherwise:

**Access Driveway** means the driveway that gives access to each Lot including gates, bridges and culverts in accordance with the Bushfire Management Plan.

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this Agreement and includes this Agreement as amended from time to time.

**Amended Bushfire Management Plan** means the bushfire management plan forming Annexure A to this Agreement.

**Appropriate Signage** in relation to identifying water supply located on a Lot means signage which:

- (a) has an arrow pointing to the location of the water supply;
- (b) has dimensions of not less than 310mm high and 400mm long;
- (c) is red in colour, with a blue reflective marker attached; and
- (d) is labelled with a 'W' that is not less than 15cm high and 3cm thick.

**BAL-19** means bushfire attack level 19, as specified in the relevant sections of the Bushfire Australian Standard.

**Bio- Swale** means the drainage swale located in Lot 868 in accordance with the Endorsed Plans.

**Building** has the same meaning as in the Act.

**Bushfire Australian Standard** means Australian Standard AS3959-2009: Construction of Buildings in Bushfire-Prone Areas, published by Standards Australia on 10 March 2009, as amended from time to time.

**Bushfire Management Plan** means the plans which form part of the Endorsed Plans and which are titled 'Bushfire Management Statement for Stages 3B and 3C Hidden Valley, Wallan' prepared by Terramatrix dated 4 August 2016 endorsed by Council on 2 March 2017 and attached as Annexure A.

**Bushfire Mitigation Measures** means the bushfire protection measures set out in the Bushfire Management Plan.

**CFA** means the Country Fire Authority as established under the *Country Fire Authority Act 1958*.

**CPI** means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

**Current Address** means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

**Current Email** means:

- (a) for Council, mitchell@mitchellshire.vic.gov.au , or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**DELWP** means the Department of Environment, Land, Water and Planning.

**Dwelling** has the same meaning as in the Planning Scheme.

**Endorsed Plan** means the plans endorsed with the stamp of Council from time to time as the plans which form part of the Planning Permit.

**First Agreement** means the agreement made between the parties and recorded on the title to the subject land as described in the First Agreement and being the agreement recorded in dealing number AR563211A.

**Indexation** means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

**Lot** means a lot created by the subdivision of the Subject Land or any part of it.

**Lot 868** means lot number 868 as shown in PS 741832T

**Maintain** means repair, replace and upgrade.

**Native Vegetation** has the same meaning as in the Planning Scheme.

**Native Vegetation Offset** means the site or sites, the works or other mitigating action that compromises the offset to be achieved by implementing the Offset Management Plan which meets the requirements and is in accordance with the 'Permitted Clearing of Native Vegetation Biodiversity Assessment Guidelines' and the 'Native Vegetation Gain Scoring Manual'.



**Native Vegetation Credit Register** means the state-wide register that records a native vegetation offset credit registration maintained by the Department of Environment and Primary Industry.

**Offset Management Plan** means the native vegetation offset management plan to be prepared by the Owner and approved by Council to apply for a period of 10 years and which must include the matters set out in conditions 31 to 34 of the Planning Permit.

**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

**Owner of Lot 868** means the registered proprietor from time to time of Lot 868.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party** or **Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land

**Planning Permit** means planning permit no. PLP238/16, as amended from time to time, issued on 1 March 2017, authorising a 46 lot staged subdivision and the removal of native vegetation on the land at Northern Highway, Wallan (Lot BB Plan of Subdivision 711834), being Lot BC in Plan of Subdivision 645729W at the time of this Agreement, which includes the Subject Land.

**Planning Scheme** means the Mitchell Planning Scheme and any other planning scheme that applies to the Subject Land.

**Satisfaction Fee** means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$325.08 if paid within 12 months from the date that this Agreement commences; or
- (b) \$325.80 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

**Subject Land** means part of the land in certificate of title volume 12072 folio 984 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

**Works** means any development of the Subject Land authorised by the Planning Permit including but not limited to the removal of native vegetation or the construction of any roads as depicted in the Endorsed Plans.

---

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;



- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

### **3. Purposes of Agreement**

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

### **4. Reasons for Agreement**

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 the CFA and the DELWP would not have recommended that Council consent to the grant of the Planning Permit without condition 5, requiring this Agreement;
- 4.2 Council would not have issued the Planning Permit without condition 5 requiring this Agreement; and
- 4.3 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

---

### **5. Agreement required**

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

---

### **6. Owner's specific obligations**

#### **6.1 Amended Bushfire Management Plan**

The Owner covenants and agrees that:

- 6.1.1 it must at all times implement and Maintain the Bushfire Mitigation Measures set out in the Amended Bushfire Management Plan:
- (a) at the full cost of the Owner;
  - (b) to the satisfaction of Council and the CFA; and
  - (c) on a continuing basis even if the Planning Permit expires, is cancelled or otherwise ceases to operate.
- 6.1.2 the Amended Bushfire Management Plan must not be further amended without the written consent of the CFA and Council.

## 6.2 Vegetation Management

The Owner covenants and agrees that:

- 6.2.1 before any works commence under the Planning Permit, the Owner must provide any persons engaged either by the Owner or by any other person, to undertake any part of the Works that includes the removal of vegetation or the construction of any road, of the conditions on the Planning Permit that affect the Works;
- 6.2.2 the Owner must prepare and submit to Council for approval, an Offset Management Plan;
- 6.2.3 the Owner must provide the Native Vegetation Offset;
- 6.2.4 the Native Vegetation Offset must:
- (a) contribute gain of 0.014 general biodiversity equivalence units;
  - (b) be located within the Port Phillip and Westernport Catchment Management Authority boundary or within the municipality of Council;
  - (c) have a biodiversity score of at least 0.080; and
  - (d) include 0.008 specific units for Sharp Greenhood.
- 6.2.5 before the removal of Native Vegetation authorised under the Planning Permit, provide to Council evidence to the satisfaction of Council that the Native Vegetation Offset is secured by either:
- (a) a security agreement that includes the Offset Management Plan in relation to the sites the subject of the Native Vegetation Offset; or
  - (b) a credit register extract from the Native Vegetation Credit Register; and
- 6.2.6 after Council has approved the Offset Management Plan, the Owner must annually from the date the Offset Management Plan is approved by Council, provide to Council a notice that includes:
- (a) the actions undertaken by the Owner to implement the Offset Management Plan; and
  - (b) a Native Vegetation Offset site condition statement, including photographs.

### 6.3 Bio-Swale maintenance

The Owner of Lot 868 must:

- (a) maintain the Bio-Swale in good order and repair in accordance with the Endorsed Plans; and
- (b) not interfere with the natural operation of the Bio-Swale.

---

## 7. Owner's further obligations

### 7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

### 7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

### 7.3 Fees

The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

### 7.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

### 7.5 Time for determining satisfaction

If Council makes a request for payment of:

- 7.5.1 a fee under clause 7.3; or

7.5.2 any costs or expenses under clause 7.4.3.

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

**7.6 Interest for overdue money**

7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

**7.7 Notification of compliance with Owner's obligations**

The Owner must notify Council of its compliance with all of the Owner's obligations.

---

**8. Agreement under s 173 of the Act**

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

---

**9. Owner's warranties**

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

---

**10. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

10.1 give effect to this Agreement; and

10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

**11. General matters**

**11.1 Notices**

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

11.1.1 personally on the other Party;

11.1.2 by leaving it at the other Party's Current Address;

11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.

**11.2 No waiver**

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

**11.3 Severability**

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

**11.4 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

**11.5 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**11.6 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

---

**12. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.



# Signing Page

Signed, sealed and delivered as a deed by the Parties.

**SIGNED** for and on behalf of **MITCHELL SHIRE COUNCIL** by ..... as **MANAGER DEVELOPMENT APPROVALS** and pursuant to an instrument of delegation dated 30th June 2014 which it is certified has not been revoked or varied in the presence of:

)   
) Signature of delegate  
) James McNulty  
) Name of delegate  
)  
)

.....  
Signature of Witness

.....  
Full name of Witness

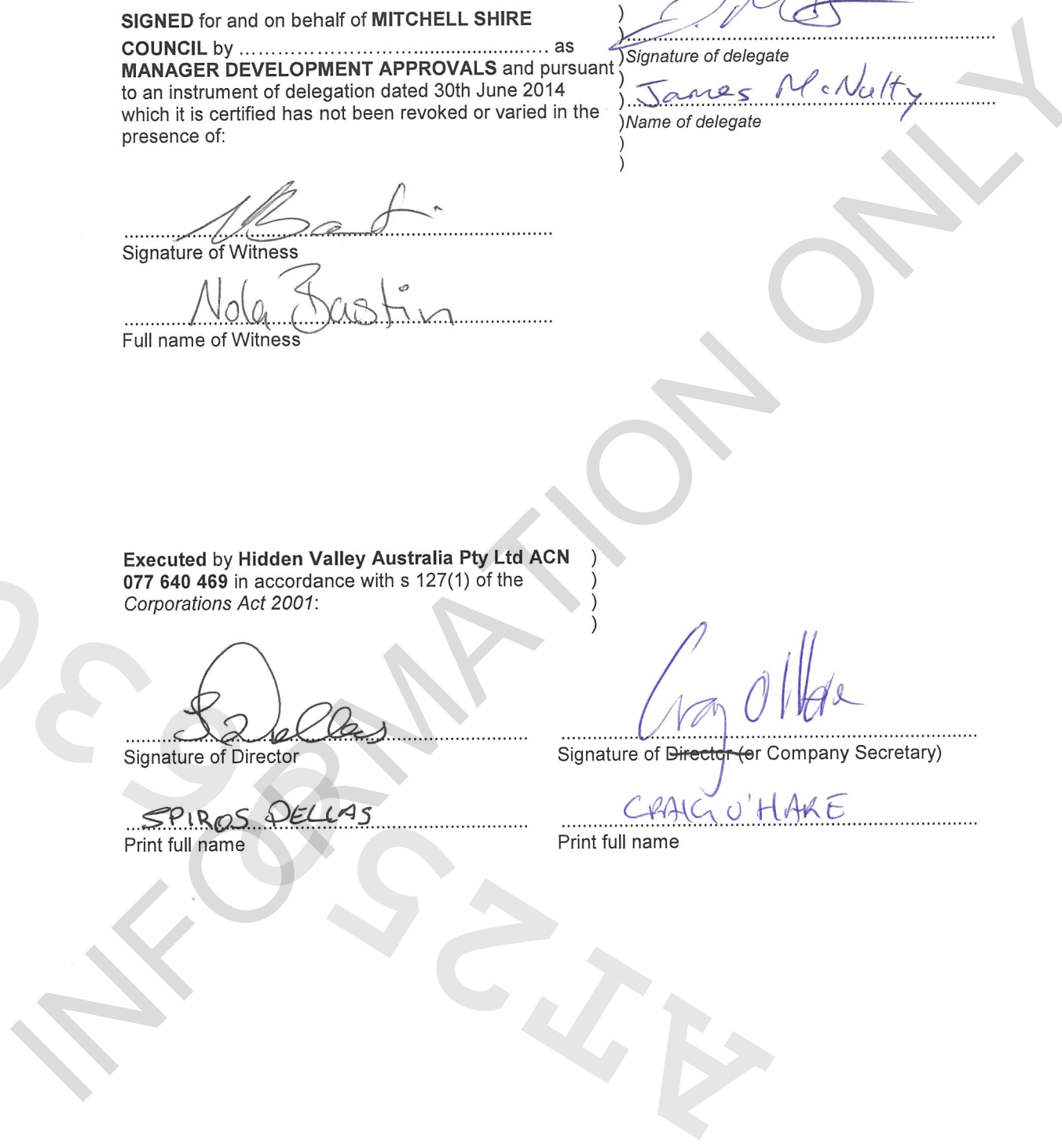
Executed by **Hidden Valley Australia Pty Ltd ACN 077 640 469** in accordance with s 127(1) of the *Corporations Act 2001*:  
)  
)  
)  
)

.....  
Signature of Director

.....  
Print full name

.....  
Signature of Director (or Company Secretary)

.....  
Print full name







**Defendable space management**

- Grass will be short cropped and maintained during the declared fire danger period
- All leaves and vegetation debris will be removed at regular intervals during the declared fire danger period
- Within 10 metres of a building, flammable objects will not be located close to the vulnerable parts of the building
- Plants greater than 10 centimetres in height will not be placed within 2m of a window or glass feature of the building
- Shrubs will not be located under the canopy of trees
- Individual and clumps of shrubs will not exceed 5 square metres in area and must be separated by at least 5 metres
- Trees will not overhang or touch any elements of the building
- The canopy of trees will be separated by at least 5 metres
- There will be a clearance of at least 2 metres between the lowest tree branches and ground level

**Access**

- Curves will have a minimum inner radius of 10m
- The average grade will be no more than 1 in 7 (14.4 per cent) (3.1 degrees) with a maximum of no more than 1 in 5 (20 per cent) (11.3 degrees) for no more than 50m
- Cops will have no more than a 1 in 8 (12.5 per cent) (7.1 degrees) entry and exit angle
- Will have a minimum trafficable width of 3.5m and be clear of encroachments for at least 0.5m on each side and 4m above the accessway

**Construction**

All lots will have a minimum Bushfire Attack Level of BAL-19 that the building will be designed and constructed to in accordance with AS3559-2009

**Water supply for fire fighting purposes**

- Show 10,000L of effective water supply for fire fighting purposes on Lots 885 to 861, 863, 870, 890, 974 to 976, 987 and Lots 988 to 990 and 5,000L of effective water supply for fire fighting purposes on Lots 862 and 864 to 884 and 977 and 978 which will meet the following requirements
  - is stored in an above ground water tank constructed of concrete or metal
  - All fixed above-ground water pipes and fittings required for fire fighting purposes must be made of composite resistant metal
  - incorporate a ball or gate valve (British Standard Pipe (BSP)) 65mm and coupling 64mm CFA 3 thread per inch male fitting
  - The outlet of the water tank will be within 4m of the accessway and be unobstructed
  - be readily identifiable from the building or appropriate identification signage to the satisfaction of the CFA must be provided
  - Any pipework and fittings will be a minimum of 65mm (excluding the CFA coupling)

**60m Interim Management Zone**

To be maintained in a low threat condition with grass short cropped (generally <10cm in length) during the fire danger period



Lot 987 Grassland zone, must be maintained as Grassland with a canopy cover of 10% - extends south over balance of Lot 987 (see Stage 3C)

Lot 868 Grassland zone must be maintained as Grassland with a canopy cover of 10%

Municipal Council AMENDED PLAN

Planning Permit No. PLP 2364

Date Permit Issued: 06/02/2020

Sheet 1 of 1

Supersedes page 17 of 19 originally endorsed 02/03/2017 and Sheet 1 of 1 endorsed 10/03/2020

Signed: Sarah Tomlinson

Date: 18/03/2020

Date: 7/02/2020

**Stage 3B Hidden Valley, Wallian - Bushfire management plan**


Plan No. 22494 200 Data Source: Cadastre Drawing No. 81107096-0 and M10056-36 and 8401316 88/1 July 2018 Rev 0 Updated 07-02-2020 Plan Cadastre Overall Layout Plan last revised 13/12/18

Note: Driveway and water supply locations are indicative only and can be adjusted in compliance with CFA requirements

# Imaged Document Cover Sheet

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# Application by a responsible authority for the recording of an agreement

Section 181 **Planning and Environment Act 1987**

**AQ399327B**




## Form 21

Lodged by:

Name: MADDOCKS  
 Phone: 9258 3555  
 Address: Collins Square, Tower Two, Level 25, 727 Collins Street, Melbourne, Victoria, 3008  
 Ref: TGM:AZV:7275541  
 Customer Code: 1167E

The Responsible Authority, 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: Part of the land contained in Volume 11653 Folio 213 being ~~all of the land other than Lots 913 to 923 (inclusive) and Lots 928 to 931 (inclusive) and Lot BC~~ on the plan of subdivision 

Responsible authority: Mitchell Shire Council, 113 High Street, Broadford VIC 3658

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application.

Signature for the Authority:

Name of officer:

Niall Sheehy

Position Held:

Manager Development Approvals

Date:

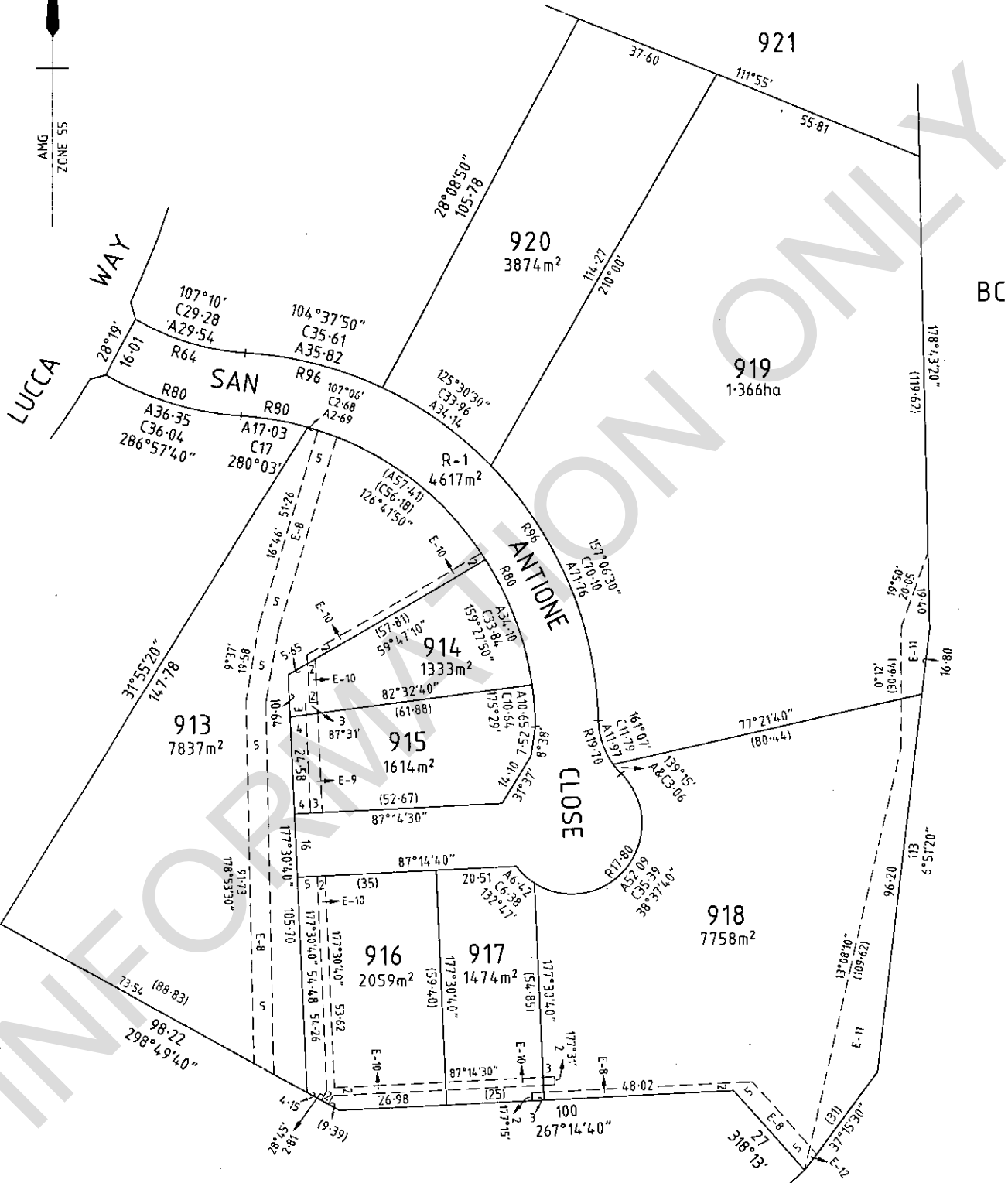
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**AQ399327B**

30/10/2017 \$94.60 173



FOR CONTINUATION  
SEE SHEET 9



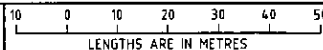
FOR CONTINUATION  
SEE SHEET 7



LICENSED LAND SURVEYORS & ENGINEERS  
CALIBRE CONSULTING (MELB) PTY LTD  
Level 2, 55 Southbank Boulevard  
Southbank VIC 3006

T 03 9203 9000  
F 03 9203 9099  
www.calibreconsulting.co

SCALE  
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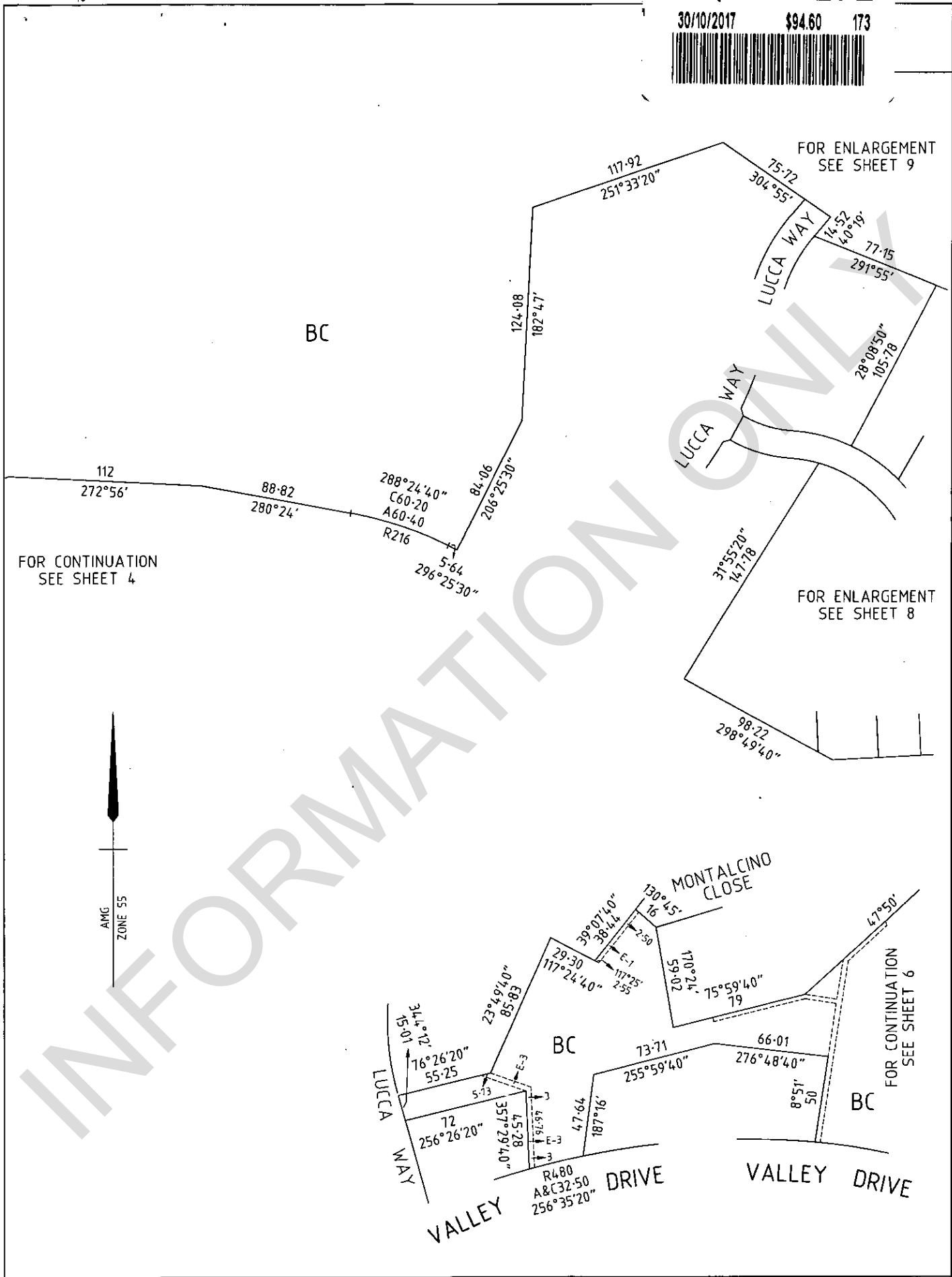
SHEET 8 OF 9 SHEETS

Digitally signed by: Zois Aravanis (CALIBRE CONSULTING),  
Surveyor's Plan Version (K),  
07/04/2017, SPEAR Ref: S072930C



# AQ399327B

30/10/2017 \$94.60 173



**calibre CONSULTING**  
 LICENSED LAND SURVEYORS & ENGINEERS  
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 Level 2, 55 Southbank Boulevard  
 Southbank VIC 3006  
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 F 03 9203 8089  
 www.calibreconsulting.co

SCALE 1:2000  
  
 LENGTHS ARE IN METRES  
 Digitally signed by: Zois Aravanis (CALIBRE CONSULTING),  
 Surveyor's Plan Version (K),  
 07/04/2017, SPEAR Ref: S072930C

ORIGINAL SHEET SIZE: A3  
 SHEET 7 OF 9 SHEETS  
 REF: 5566/61B2(3A) VERSION: J  
 PG 7.4.15

# THOMSON GEER

LAWYERS

Level 20, 385 Bourke Street  
Melbourne VIC 3000 Australia

T +61 3 9670 6123 | F +61 3 9670 5670

## Section 173 Agreement - Bushfire Management Plan and Vegetation Management Lot BC – Stage 3A (North) Hidden Valley, Wallan

between

Hidden Valley Australia Pty Ltd  
ACN 077 640 469  
(Hidden Valley)

and

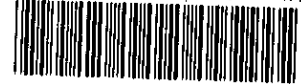
Mitchell Shire Council  
(Council)

**AQ399327B**

30/10/2017


\$94.60

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INFORMATION ONLY

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INFORMATION ONLY

This agreement is made on.

2nd October

2017

between **Hidden Valley Australia Pty Ltd** ACN 077 640 469 of Suite 501, Level 5,  
370 St Kilda Road, Melbourne, 3004 (**Hidden Valley**)  
and **Mitchell Shire Council** of 113 High Street, Broadford, 3658 Victoria (**Council**)

**Recitals**

- A Hidden Valley is or is entitled to be the registered proprietor of the Land.
- B Council is the responsible authority for the administration and enforcement of the Planning Scheme.
- C The CFA is a determining referral authority pursuant to the Act and the Planning Scheme.
- D The Planning Scheme applies to the Land.
- E The Planning Scheme permits the use and development of the Land for residential and other purposes.
- F The Council has issued the Planning Permit for Hidden Valley's proposed subdivision, development and use of the Land in accordance with the Planning Scheme.
- G Condition 5 of the Planning Permit requires Hidden Valley to enter into a Section 173 Agreement to provide for, amongst other things, measures to reduce the risk of bushfire to life and property in accordance with clause 52.47-24 of the Planning Scheme.
- H The parties enter into this Agreement to:
  - (a) give effect to condition 5 of the Planning Permit; and
  - (b) achieve and advance the objectives of:
    - (i) planning in Victoria; and
    - (ii) the Planning Scheme in relation to the Land.



I Condition 5 of the Planning Permit states:

*Before the issue of a Statement of Compliance under the Subdivision Act 1988, the owner must enter into an agreement or amend any existing agreement that encumbers the land with the Responsible Authority under Section 173 of the Planning and Environment Act 1987. The agreement must encumber proposed lot BC.*

*The agreement must:*

- (a) incorporate the plan prepared in accordance with clause 52.47-2.4 of this planning scheme and approved under this permit; and
- (b) provide for the vegetation management requirements identified in conditions 25 through 28 of this permit.

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

**Now it is agreed** as follows:

**AQ399327B**

30/10/2017 \$94.60 173

**1 Definitions and interpretation****(a) Definitions**

In this Agreement:

**Access Driveway** means the driveway that gives access to each Lot including gates, bridges and culverts in accordance with the Bushfire Management Plan.

**Act** means the *Planning and Environment Act 1987*;

**Agreement** means this agreement;

**Appropriate Signage** in relation to identifying water supply located on a Lot means signage which:

- (a) has an arrow pointing to the location of the water supply;
- (b) has dimensions of not less than 310mm high and 400mm long;
- (c) is red in colour, with a blue reflective marker attached; and
- (d) is labelled with a 'W' that is not less than 15cm high and 3cm thick.

**BAL-19** means bushfire attack level 19, as specified in the relevant sections of the Bushfire Australian Standard.

**Bushfire Australian Standard** means Australian Standard AS3959-2009: Construction of Buildings in Bushfire-Prone Areas, published by Standards Australia on 10 March 2009, as amended from time to time.

**Bushfire Management Plan** means the following two plans endorsed under the Planning Permit in relation to the land the subject of the Planning Permit and the Land:

- (a) the Bushfire Management Plan prepared by Terramatrix titled 'Stage 3A (South) Hidden Valley, Wallan' in relation to Stage 3A Lots 913-920, Version 2.0 dated 29 July 2016 endorsed by Council on 23 March 2017 and attached as Annexure A; and
- (b) the Bushfire Management Plan prepared by Terramatrix titled 'Stage 3A (North) Hidden Valley, Wallan' in relation to Stage 3A Lots 921-923 and 928-931, Version 2.0 dated 29 July 2016 endorsed by Council on 23 March 2017 and attached as Annexure B.

**Bushfire Mitigation Measures** means the bushfire protection measures set out in the Bushfire Management Plan;

**Business Day** means any day which is not a Saturday, Sunday or proclaimed public holiday in Victoria;

**CFA** means the Country Fire Authority as established under the *Country Fire Authority Act 1958*.

**Council** means the Mitchell Shire Council.

**CPI** means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

**Defendable Space** means the area of land identified as 'Defendable space' in Annexure A and Annexure B.

**Dwelling** has the same meaning as in the Planning Scheme.

**Grassland Zone** means the area identified as Grassland Zone in Annexure B.

**Hidden Valley** means Hidden Valley or any person entitled from time to time to be registered as the proprietor of an estate in fee simple of the Land or any part or parts of the Land;

**Hidden Valley's Obligations** includes Hidden Valley's specific obligations and Hidden Valley's further obligations.

**Indexation** means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

**Interim Management Zone** means a 60 metre buffer area of managed, slashed grass or of no vegetation and any grass must be cropped and maintained at a height no greater than 10cm during the fire danger period as denoted in Annexure A, and to be provided between each Stage by Development or adjacent unmanaged vegetation.

**Land** means part of the land in Certificate of Title Volume 11653 Folio 213 being more particularly

Lot BC in the Planning Permit;

**Lot** means a lot created by the subdivision of the Land or any part of it.

**Maintain** means repair, replace and upgrade.

**Plan of Subdivision** means the plan of subdivision authorised by the Planning Permit, described as 'Overall Envelope Layout' and endorsed by Council, the endorsed copy undated, as amended from time to time;

**Planning Permit** means Permit PLP028/16 issued by Council on 20 June 2016 authorising a 16 lot subdivision and the removal of vegetation on the land at Northern Englobo (Lot BA PS 711833, Volume 11585 Folio 1823) which includes the Land.

**Planning Scheme** means:

- (a) the Mitchell Planning Scheme;
- (b) any amendment of the Mitchell Planning Scheme; and
- (c) any replacement planning scheme made by the Minister for Planning.



**Stage of Development** means stages 3A, 3B and 3C identified in 'Map 5 – Northern Paddocks development stages' contained in the Bushfire Management Statement for stage 3A Hidden Valley, Wallan prepared by Terramatrix dated 1 December 2015.

(b) **Interpretation**

In this Agreement unless the contrary intention appears:

- (a) person includes a corporation, firm, association or other entity, and vice versa;
- (b) the singular includes the plural and vice versa;
- (c) any gender includes all other genders;
- (d) 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 binds them jointly and 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 benefits them jointly and severally;
  - (h) if an act required to be done under this Agreement on or by a given day is done after 5:30pm on that day, it is taken to be done on the following day; and
  - (i) the Recitals form part of this Agreement.
- (c) **Headings**  
Headings do not affect the interpretation of this Agreement.
- (d) **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.

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**2 Reasons for Agreement**

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- (a) this Agreement is a requirement of Condition 5 of the Planning Permit;
- (b) the CFA would not have recommended that Council consent to the grant of the Planning Permit without condition 5, requiring this Agreement;
- (c) Council would not have issued the Planning Permit without Condition 5 requiring this Agreement; and
- (d) Hidden Valley has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

**3 Operation of agreement**

- (a) Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made as a deed in accordance with Section 173 of the Act.
- (b) This Agreement comes into force immediately on execution by both parties.

**4 Hidden Valley's Specific Obligations**

(a) **Vegetation Management**

Hidden Valley covenants and agrees that it must maintain the Land in accordance with the following measures required under conditions 25 to 28 inclusive of the Planning Permit, in addition to the Bushfire Mitigation Measures:

- (a) the Interim Management Zone must be provided before the commencement of the Development;
- (b) the height of grass in the Interim Management Zone must be no greater than 100mm in height when cropped;
- (c) the Grassland Zone must be maintained in the same state of vegetation at the time of this Agreement with a canopy cover of no greater than 10%; and

- (d) the Defendable Space as identified with respect to the Land must be established and maintained in accordance with the Bushfire Management Plan before the issue of a statement of compliance for any development authorised under the Planning Permit.

**(b) Bushfire Management Plan**

Hidden Valley covenants and agrees that:

- (a) Hidden Valley must at all times implement and Maintain the Bushfire Mitigation Measures set out in the Bushfire Management Plan:
- (i) at the full cost of Hidden Valley;
  - (ii) to the satisfaction of Council and the CFA; and
  - (iii) on a continuing basis even if the Planning Permit expires, is cancelled or otherwise ceases to operate; and
- (b) the Bushfire Management Plan must not be amended without the written consent of the CFA and Council.

**(c) Dwelling construction and bushfire attack level**

- (a) If a Dwelling is constructed on the Land without a planning permit, at all times Hidden Valley must implement and comply with the Bushfire Mitigation Measures including all provisions, requirements and recommendations of the Bushfire Management Plan:
- (i) at the full cost of Hidden Valley; and
  - (ii) to the satisfaction of Council.
- (b) Hidden Valley must not build, construct or erect, or cause or permit to be built, constructed or erected, any Dwelling on a Lot, unless that Dwelling is constructed to meet BAL-19 and designed and constructed in accordance with the Bushfire Australian Standard.
- (c) At all times any Dwelling constructed on a Lot must, to the satisfaction of Council and the CFA, continue to meet BAL-19.

**(d) Defendable Space Management**

Hidden Valley must maintain the Land in accordance with the following:

- (a) grass must be short cropped and maintained during the declared fire danger period;
- (b) all leaves and vegetation debris must be removed at regular intervals during the declared fire danger period;
- (c) flammable objects must not be located within 10 metres of a Dwelling;
- (d) plants greater than 10 cm in height must not be placed within 3 metres of a window or glass feature of the Dwelling;
- (e) shrubs must not be located under the canopy of trees;
- (f) individual and clumps of shrubs must not exceed 5m<sup>2</sup> in area and must be separated by at least 5 metres;
- (g) trees must not overhang or touch any elements of the Dwelling;
- (h) the canopy of trees must be separated by at least 5 metres; and
- (i) there must be a clearance of at least 2 metres between the lowest tree branches and ground level.

**(e) Water supply for fire fighting purposes**

At all times Hidden Valley must provide a water supply on each Lot which:

- (a) provides a minimum of 10,000 litres of water maintained solely for fire fighting purposes;
- (b) is stored in an above ground water tank constructed of concrete, or metal;
- (c) is located within 60 metres of the outer edge of the Dwelling on the Lot (including any obstructions);
- (d) is provided with supply outlets which are attached to the tank and which face away from all Dwellings;
- (e) if it has fixed above-ground water pipelines and fittings, those above-ground water pipelines and fittings are constructed of corrosive resistant metal;
- (f) incorporates a 65mm gate or ball valve (British Standard Pipe) and compiling 64mm (CFA) 3 thread per inch, male fitting;
- (g) if it has any pipework or fittings, that pipework and fittings must be a minimum of 65mm (excluding the coupling referred to in clause (f)).
- (h) is located so that the outlet of the water tank is within 4 metres of the accessway of the Land and is unobstructed;
- (i). is readily identifiable:
  - (i) from the Dwelling; or
  - (ii) by way of Appropriate Signage,

to the satisfaction of the CFA.

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**(f) Access Driveway**

Where the Access Driveway of a Lot is greater than 30 metres in length, Hidden Valley must construct and provide the Access Driveway which must:

- (a) have curves with a minimum inner radius of 10 metres;
- (b) have an average grade no more than 1 in 7 (14.4 per cent) (8.1 degrees);
- (c) have a maximum grade of 1 in 5 (20 per cent) (11.3 degrees) for no more than 50 metres;
- (d) have maximum entry and exit angle to dips of 1 in 8 (12.5 per cent) (7.1 degrees);
- (e) have a minimum trafficable width of 3.5 metres and be clear of encroachments for at least:
  - (i) horizontally, 0.5 metres on each side; and
  - (ii) vertically, 4 metres above the accessway; and
- (f) be clear of encroachments for at least:
  - (i) horizontally, 0.5 metres on each side; and
  - (ii) vertically, 4 metres above the accessway,

to the satisfaction of Council and the CFA.

## 5 Notice and Registration of agreement

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### (a) Notice

Hidden Valley must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

### (b) Further actions

Hidden Valley:

- (a) must do all things necessary to give effect to this Agreement;
- (b) consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
  - (i) agree to do all things necessary to enable Council to do so, including:
    - (A) sign any further agreement, acknowledgment or document; and
    - (B) obtain all necessary consents to enable the recording to be made.

### (c) Costs

Hidden Valley must pay Council's reasonable costs and expenses incurred in the preparation, registration and enforcement of this Agreement.

## 6 Notices

---

### (a) Any notice given under this Agreement must be:

- (a) in writing; and
- (b) signed by the party giving the notice or any authorised officer of that party.

### (b) Unless and until a party provides notice of a different postal address, email address, or facsimile number to the other parties to this Agreement, its address for service of notices will be:

#### (a) Hidden Valley:

The Hidden Valley Design Review Panel  
 c/- McCabe Architects  
 16 Peel Street  
 Collingwood VIC 3066

Attention: Michael McCabe

with a copy to:

Hidden Valley Australia Pty Ltd  
 Suite 501; Level  
 370 St Kilda Road  
 Melbourne VIC 3004

Attention: The Directors

#### (b) Council:

Mitchell Shire Council  
 113 High Street  
 Broadford VIC 3658

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**AQ399327B**

Attention: Jyoti Makan

- (c) Unless a later time is specified in a notice, the notice takes effect from the time it is received.
- (d) 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.

## 7 General

---

- (a) '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 will be deemed to be a reference to such office of the successor responsible authority as that responsible authority may designate).
- (b) Where Hidden Valley is constituted by more than one person, any obligation imposed by this Agreement on Hidden Valley is imposed on those persons jointly and severally.
- (c) The expression 'Hidden Valley' includes its successors, assigns and transferees and the obligations imposed upon and assumed by Hidden Valley 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.
- (d) **No waiver**  
Any time or other indulgence granted by Council to Hidden Valley or any variation of this Agreement or any judgment or order obtained by Council against Hidden Valley does not amount to a waiver of any of Council's rights or remedies under this Agreement.
- (e) **Severability**  
If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.
- (f) **No fettering of Council's powers**  
This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Land or relating to use or development of the Land.
- (g) **Inspection of documents**  
A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- (h) **Governing law**  
This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

## 8 Hidden Valley's warranties

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Hidden Valley warrants that apart from Hidden Valley and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.

## 9 Successors in title

---

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Land, Hidden Valley must require successors in title to:

- (a) give effect to this Agreement; and
- (b) enter into a deed agreeing to be bound by the terms of this Agreement.

## 10 Commencement of Agreement

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This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

## 11 Further assurances

---

The Council and Hidden Valley must each:

- (a) sign and execute all such further documents and deeds; and
- (b) do all acts and things,

as the other party reasonably requires for completely effecting this Agreement.

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**Executed as a Deed**

Executed by Hidden Valley Australia Pty Ltd  
ACN 077 640 469 in accordance with section  
127 of the Corporations Act 2001 (Cth):

Director

**SPIROS DELLAS**

Name of Director  
BLOCK LETTERS

~~\*Director~~ \*Company Secretary

**Craig O'Hare**

Name of ~~\*Director~~ \*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

Signed for and on behalf of Mitchell Shire  
Council by  
in his capacity as Manager Planning and  
Compliance and pursuant to an instrument of  
delegation dated 30th June 2014 which it is  
certified has not been revoked or varied in the  
presence of:

Signature of witness

**James McNulty**  
Name of witness

Signature of Delegate

**Niell Sheehy**  
Name of Delegate

INFORMATION ONLY

**Annexure A**  
**Bushfire Management Plan**  
**Stage 3A Lots 913-920**

**AQ399327B**

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INFORMATION ONLY

**Defendable space management**

- Grass will be short cropped and maintained during the declared fire danger period.
- All leaves and vegetation debris will be removed at regular intervals during the declared fire danger period.
- Within 10 metres of a building, flammable objects will not be located close to the vulnerable parts of the building.
- Plants greater than 10 centimetres in height will not be placed within 3m of a window or glass feature of the building.
- Shrubs will not be located under the canopy of trees.
- Individual and clumps of shrubs will not exceed 5 square metres in area and must be separated by at least 5 metres.
- Trees will not overhang or touch any elements of the building.
- The canopy of trees will be separated by at least 5 metres.
- There will be a clearance of at least 2 metres between the lowest tree branches and ground level.

**Water supply for fire fighting purposes**

Show 10,000L of effective water supply on all lots for fire fighting purposes which will meet the following requirements:

- Is stored in an above ground water tank constructed of concrete or metal.
- All fixed above-ground water pipes and fittings required for fire fighting purposes must be made of corrosion resistant metal.
- Incorporate a ball or gate valve (British Standard Pipe (BSP)) 65mm and coupling (64mm CFA 3 thread per inch male fitting).
- The outlet of the water tank will be within 4m of the accessway and be unobstructed.
- Be readily identifiable from the building or appropriate identification signage to the satisfaction of the CFA must be provided.
- Any pipework and fittings will be a minimum of 65mm (excluding the CFA coupling).

**Construction**


All Lots will have a minimum Bushfire Attack Level of BAL-19 that the building will be designed and constructed to in accordance with AS3959-2009.

**Mitchell Shire Council ENDORSED PLAN**

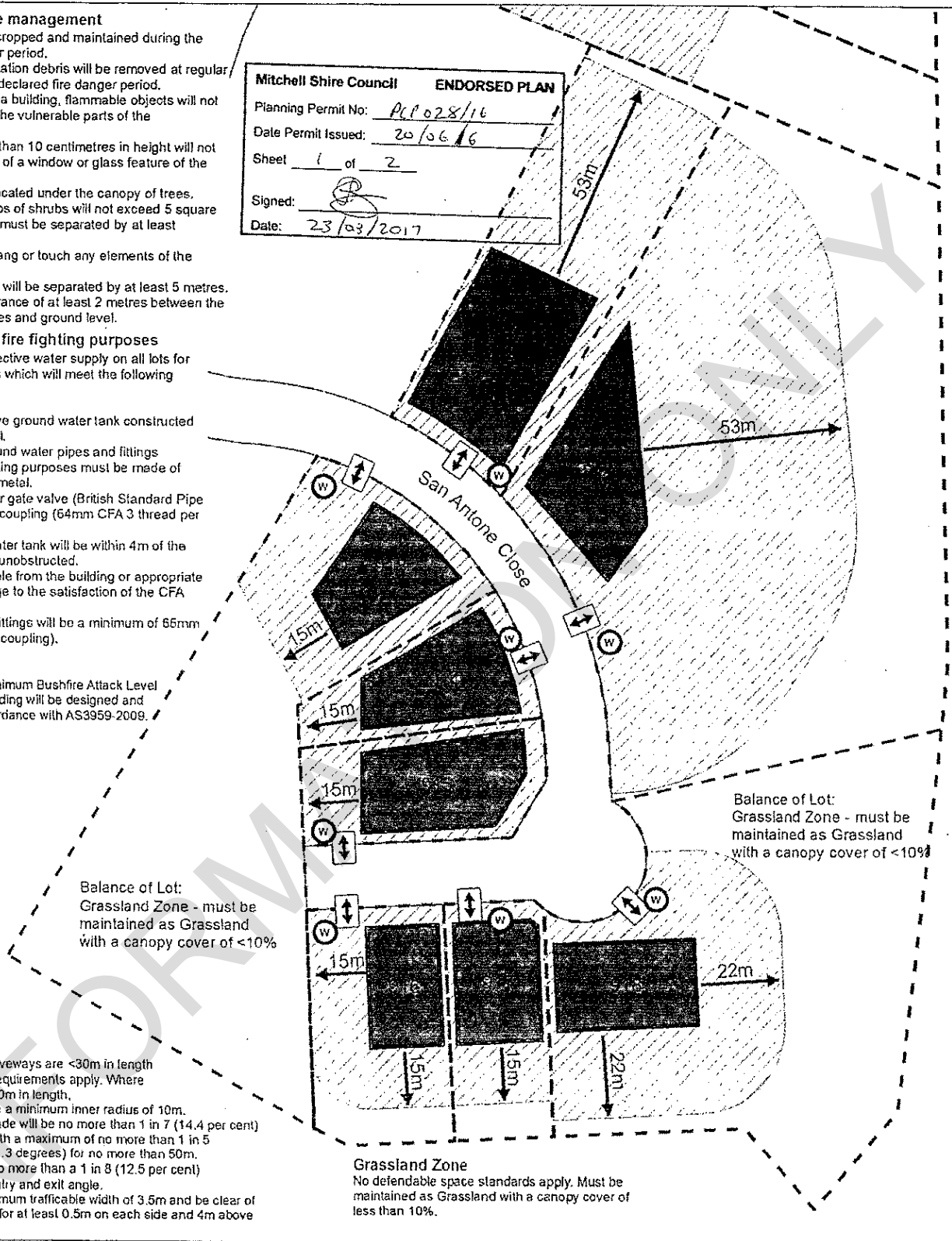
Planning Permit No: PP028/16

Date Permit Issued: 20/06/16

Sheet 1 of 2

Signed: 

Date: 23/03/2017



Balance of Lot:  
Grassland Zone - must be maintained as Grassland with a canopy cover of <10%

Balance of Lot:  
Grassland Zone - must be maintained as Grassland with a canopy cover of <10%

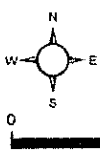
**Grassland Zone**  
No defendable space standards apply. Must be maintained as Grassland with a canopy cover of less than 10%.

**Access**

- Where access driveways are <30m in length no construction requirements apply. Where driveways are >30m in length,
- Curves will have a minimum inner radius of 10m.
  - The average grade will be no more than 1 in 7 (14.4 per cent) (8.1 degrees) with a maximum of no more than 1 in 5 (20 per cent) (11.3 degrees) for no more than 50m.
  - Dips will have no more than a 1 in 8 (12.5 per cent) (7.1 degrees) entry and exit angle.
  - Will have a minimum trafficable width of 3.5m and be clear of encroachments for at least 0.5m on each side and 4m above the accessway.

Version: 2.0  
Date: 29/07/2016

**Stage 3A (South) Hidden Valley, Wallan**  
Stage 3A Lots 913-920 Bushfire Management Plan V2.0



Stage 3A Lots



Proposed BAL-19 envelopes



Defendable space



Lucca Way



Static water supply indicative location



Driveway indicative location

Projection: GDA94 Z55 Data Source: Calibre-Dwng No.:M100096-3A Nov 2015.  
Version V2.0 data source: Calibre Dwng No: 15-001656 March 2018

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**Annexure B**

**Bushfire Management Plan  
Stage 3A Lots 921-923 and 923-931**

**AQ399327B**

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INFORMATION ONLY

### Defendable space management

- Grass will be short cropped and maintained during the declared fire danger period.
- All leaves and vegetation debris will be removed at regular intervals during the declared fire danger period.
- Within 10 metres of a building, flammable objects will not be located close to the vulnerable parts of the building.
- Plants greater than 10 centimetres in height will not be placed within 3m of a window or glass feature of the building.
- Shrubs will not be located under the canopy of trees.
- Individual and clumps of shrubs will not exceed 5 square metres in area and must be separated by at least 5 metres.
- Trees will not overhang or touch any elements of the building.
- The canopy of trees will be separated by at least 5 metres.
- There will be a clearance of at least 2 metres between the lowest tree branches and ground level.

### Access

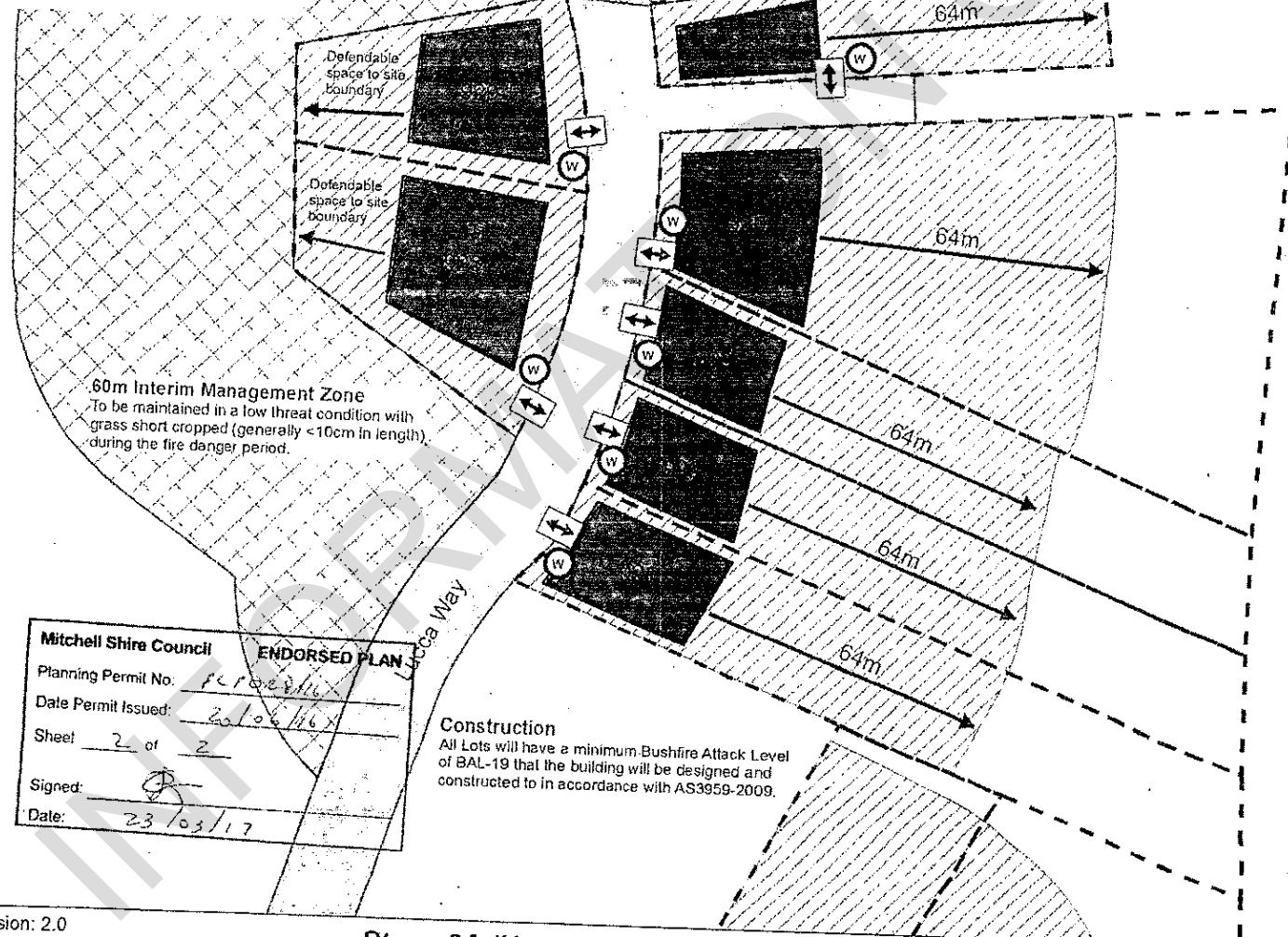
- Where access driveways are <30m in length no construction requirements apply. Where driveways are >30m in length,
  - Curves will have a minimum inner radius of 10m.
  - The average grade will be no more than 1 in 7 (14.4 per cent) (8.1 degrees) with a maximum of no more than 1 in 5 (20 per cent) (11.3 degrees) for no more than 50m.
  - Dips will have no more than a 1 in 8 (12.5 per cent) (7.1 degrees) entry and exit angle.
- Will have a minimum trafficable width of 3.5m and be clear of encroachments for at least 0.5m on each side and 4m above the accessway.

### Water supply for fire fighting purposes

- Show 10,000L of effective water supply on all lots for fire fighting purposes which will meet the following requirements:
  - Is stored in an above ground water tank constructed of concrete or metal.
  - All fixed above-ground water pipes and fittings required for fire fighting purposes must be made of corrosion resistant metal.
  - Incorporate a ball or gate valve (British Standard Pipe (BSP)) 65mm and coupling (64mm CFA 3 thread per inch male fitting).
- The outlet of the water tank will be within 4m of the accessway and be unobstructed.
- Be readily identifiable from the building or appropriate identification signage to the satisfaction of the CFA must be provided.
- Any pipework and fittings will be a minimum of 65mm (excluding the CFA coupling).

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**Mitchell Shire Council** **ENDORSED PLAN**

Planning Permit No: PCP2846

Date Permit Issued: 23/03/17

Sheet 2 of 2

Signed: [Signature]

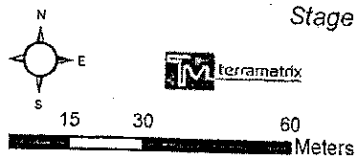
Date: 23/03/17

**Construction**  
 All Lots will have a minimum Bushfire Attack Level of BAL-19 that the building will be designed and constructed to in accordance with AS3959-2009.

Version: 2.0  
 Date: 29/07/2016

## Stage 3A (North) Hidden Valley, Wallan

### Stage 3A Lots 921-923 and 928-931 - 15 Bushfire Management Plan V2.0



- Stage 3A Lots
- Proposed BAL-19 envelopes
- Defendable space
- Stage 3A 60m Interim Management Zone
- Static water supply indicative location
- Driveway indicative location
- Lucca Way

Projection: GDA94 Z55 Data Source: Calibre-Dwng No.: M100096-3A Nov 2015.  
 Version V2.0 data source: Calibre Dwng No: 15-001656 March 2016

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

1219129

## APPLICANT'S NAME & ADDRESS

ANTHONY'S SOLICITORS C/- INFOTRACK (SMOKEBALL) C/-  
LANDATA

MELBOURNE

## VENDOR

KAJMAKOSKI, CVETE

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

366904

This certificate is issued for:

LOT 858 PLAN PS741832 ALSO KNOWN AS 34 KNIGHT WAY WALLAN  
MITCHELL SHIRE

The land is covered by the:

MITCHELL PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a COMPREHENSIVE DEVELOPMENT ZONE SCHEDULE 1
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

A detailed definition of the applicable Planning Scheme is available at :  
(<http://planningschemes.dpcd.vic.gov.au/schemes/mitchell>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

Copies of Planning Schemes and  
Amendments can be inspected at the  
relevant municipal offices.

LANDATA@

T: (03) 9102 0402

E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

29 January 2026

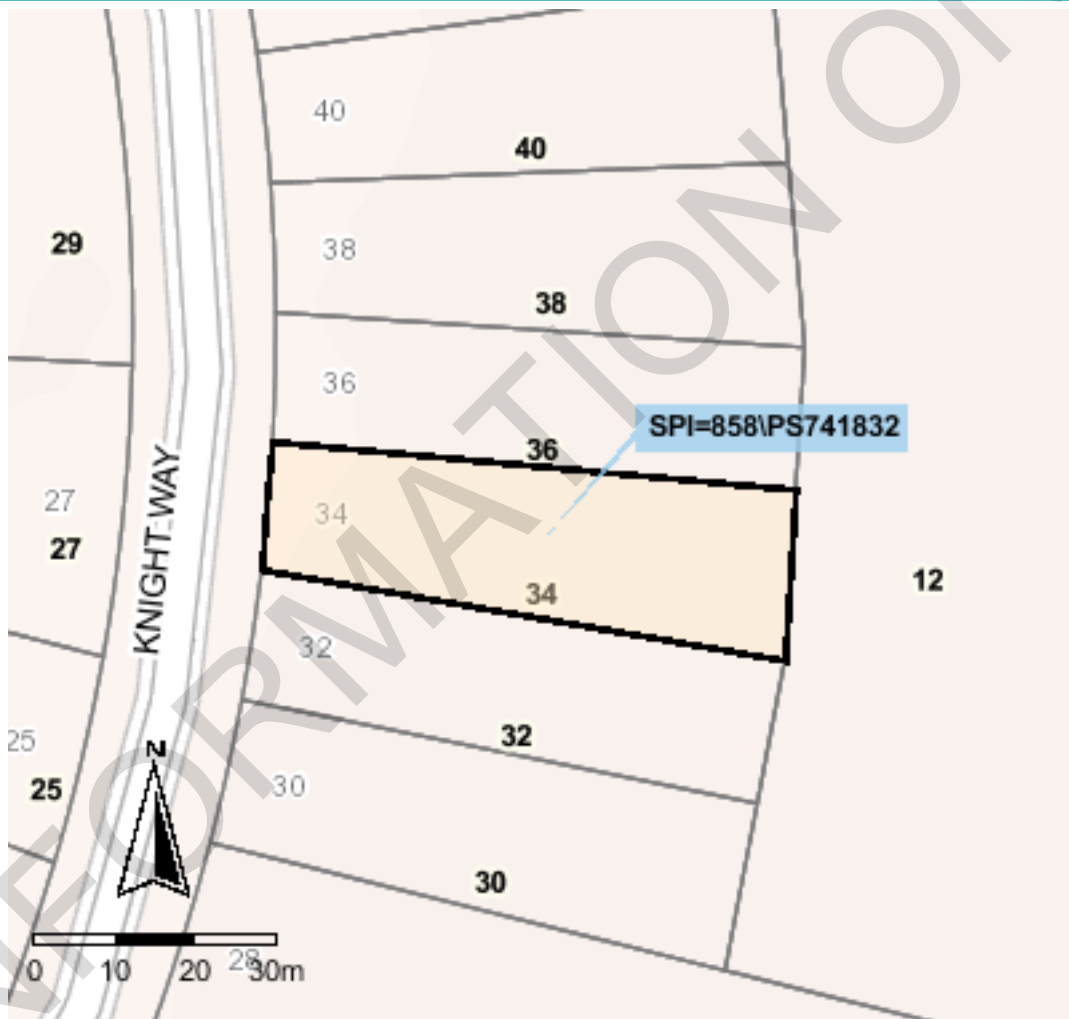
**Sonya Kilkeny**  
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



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### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anthony's Solicitors C/- InfoTrack (Smokeball)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 366904

NO PROPOSALS. As at the 29th January 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

34 KNIGHT WAY, WALLAN 3756  
SHIRE OF MITCHELL

This certificate is issued in respect of a property identified above. VicRoads expressly disclaims liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 29th January 2026

Telephone enquiries regarding content of certificate: 13 11 71



## LAND INFORMATION CERTIFICATE

### Section 121 of the *Local Government Act 2020*

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

<b>Applicant:</b>	Landata	<b>Issue Date:</b>	02/02/2026
	DX 250639 MELBOURNE	<b>Certificate No:</b>	wLIC26/0239
<b>Your Reference:</b>	79486245-015-7	<b>Property Number:</b>	125583

<b>Property Location</b>	34 Knight Way WALLAN VIC 3756	<b>Land Area (ha):</b>	0.1209
<b>Title Description:</b>	Lot 858 PS 741832 Vol 12214 Fol 616		

<b>Site Value:</b>	\$450,000	<b>Capital Improved Value:</b>	\$450,000	<b>Net Annual Value:</b>	\$22,500
<b>Level Date:</b>	01/01/2025	<b>Effective Date:</b>	01/07/2025		

**Valuation Basis:** Capital Improved Value

### RATES, CHARGES AND OTHER MONIES for the year ending 30 June 2026

Details of Rates, Charges, Outstanding Notices and Works:

Current Year's Rates	
General Rate - Vacant Residential	\$2183.00
Municipal Charge	\$202.75
Payments	(\$2599.60)
Emergency Services and Volunteers Fund - Fixed	\$136.00
Emergency Services and Volunteers Fund - Variable	\$77.85
Balance Outstanding	\$0.00

**Mitchell Shire Council**  
**LAND INFORMATION CERTIFICATE (Cont.)**

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**Property Location:**34 Knight Way  
WALLAN VIC 3756

**Property Number:** 125583

**Certificate No:**wLIC26/0239

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**ADDITIONAL INFORMATION:**

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**IMPORTANT NOTES:**

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

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

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



.....  
**Authorised Officer – Mitchell Shire Council**



<b>Bill Code:</b> 93807
<b>Ref:</b> 1255835

29th January 2026

Antonys Solicitors C/- InfoTrack (Smokeball) C/-  
LANDATA

Dear Antonys Solicitors C/- InfoTrack (Smokeball) C/- ,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	34 KNIGHT WAY WALLAN 3756
<b>Applicant</b>	Antonys Solicitors C/- InfoTrack (Smokeball) C/- LANDATA
<b>Information Statement</b>	31007202
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	366904

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

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

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

### Yarra Valley Water Property Information Statement

Property Address	34 KNIGHT WAY WALLAN 3756
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STATEMENT UNDER SECTION 158 WATER ACT 1989

#### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

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

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

## **Melbourne Water Property Information Statement**

Property Address	34 KNIGHT WAY WALLAN 3756
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STATEMENT UNDER SECTION 158 WATER ACT 1989

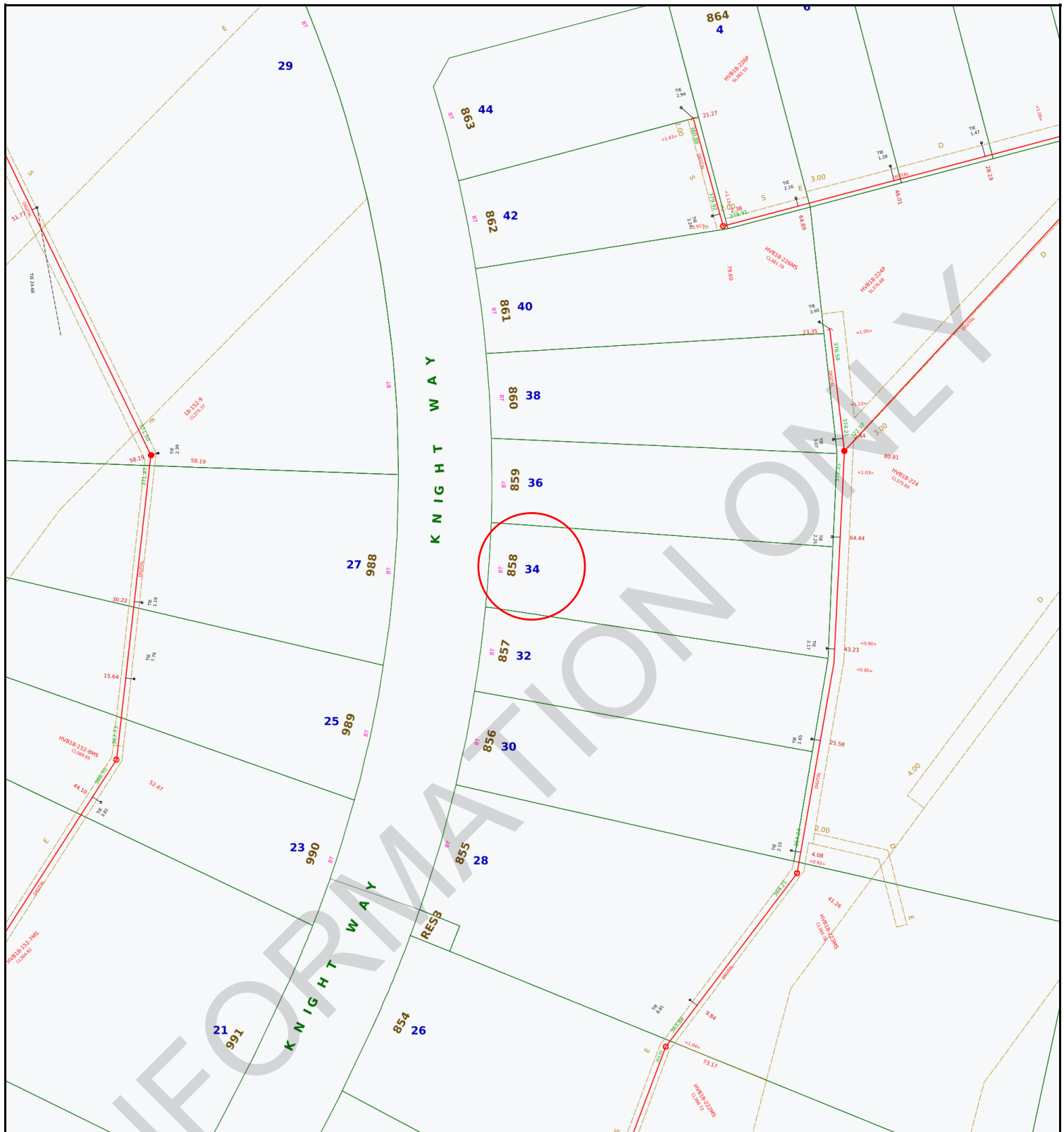
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 31007202**

<b>Address</b>	34 KNIGHT WAY WALLAN 3756
<b>Date</b>	29/01/2026
<b>Scale</b>	1:1000



Existing Title	Access Point Number	GLV2-42 MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole	MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow	MW Drainage Manhole	
Existing Sewer	Sewer Offset	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch		

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

Anthony's Solicitors C/- InfoTrack (Smokeball) C/-  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 7777135045  
**Rate Certificate No:** 31007202

**Date of Issue:** 29/01/2026  
**Your Ref:** 366904

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
34 KNIGHT WAY, WALLAN VIC 3756	858\PS741832	5230287	Residential

Agreement Type	Period	Charges	Outstanding
Drainage Fee	01-01-2026 to 31-03-2026	\$16.92	\$0.00
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$0.00



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
- If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
- Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

INFORMATION ONLY

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

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

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**Property No:** 5230287

**Address:** 34 KNIGHT WAY, WALLAN VIC 3756

**Water Information Statement Number:** 31007202

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 7771350450

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / ANTHONYS SOLICITORS

<b>Your Reference:</b>	26/37
<b>Certificate No:</b>	96012908
<b>Issue Date:</b>	29 JAN 2026
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 34 KNIGHT WAY WALLAN VIC 3756

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47394010	858	741832	12214	616	\$1,800.00

**Vendor:** BORCE KAJMAKOSKI, DANIELA KAJMAKOSKA & 1 OTHER(S)

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR BORCE KAJMAKOSKI	2026	\$450,000	\$1,800.00	\$0.00	\$1,800.00


**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

  
**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$450,000
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SITE VALUE (SV):	\$450,000
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<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$1,800.00</b>
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# Notes to Certificate - Land Tax

Certificate No: 96012908

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,800.00

Taxable Value = \$450,000

Calculated as \$1,350 plus ( \$450,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,500.00

Taxable Value = \$450,000

Calculated as \$450,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 96012908

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 96012908

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	26/37
Certificate No:	96012908
Issue Date:	29 JAN 2026
Enquires:	ESYSPROD

**Land Address:** 34 KNIGHT WAY WALLAN VIC 3756

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47394010	858	741832	12214	616	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
100	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$450,000
SITE VALUE:	\$450,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 96012908

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	26/37
Certificate No:	96012908
Issue Date:	29 JAN 2026

**Land Address:** 34 KNIGHT WAY WALLAN VIC 3756

Lot	Plan	Volume	Folio
858	741832	12214	616

**Vendor:** BORCE KAJMAKOSKI, DANIELA KAJMAKOSKA & 1 OTHER(S)

**Purchaser:** FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

**Comments:** No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 96012908

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 96012901

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 96012901

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.