



# Contract of Sale of Land

Property:

**66 Pretty Sally Drive, Wallan VIC 3756**

Complete Conveyancing Solutions Pty Ltd  
**Maria Tomlinson**  
Tel: 03 5787 2250  
PO Box 149, Wandong VIC 3758  
Ref: MAT:2324/26

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
  - as director of a corporation; or
  - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2026

**Print names(s) of person(s) signing:** .....

State nature of authority, if applicable: .....

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2026

**Print names(s) of person(s) signing:** Jose Gabriel Sanz .....

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 estate agent

Name: Stone Real Estate  
Address: Suite 1, 75 Church Street, Whittlesea VIC 3757  
Email: whittlesea@stonerealestate.com.au  
Tel: 9716 2000 Mob: Fax: Ref:

## Vendor

Name: Jose Gabriel Sanz

## Vendor's legal practitioner or conveyancer

Name: Complete Conveyancing Solutions Pty Ltd  
Address: PO Box 149, Wandong VIC 3758  
Email: convey@ccsvictoria.com.au  
Tel: 03 5787 2250 Mob: Fax: Ref: 2324/26

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

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

## Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference		being lot	on plan		
Volume	11287	Folio	937	381	PS 630437U

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

The land includes all improvements and fixtures.

## Property address

The address of the land is: 66 Pretty Sally Drive, Wallan VIC 3756

## Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixed floor coverings, window furnishings, electric light fittings and fixtures and fittings of a permanent nature.

## Payment

Price \$  
Deposit \$ By (of which has been paid)  
Balance \$ payable at settlement

**GST (General Condition 13)**

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

**NOT APPLICABLE**

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

**NOT APPLICABLE**

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

**NOT APPLICABLE**

**SETTLEMENT**

*(General Condition 10)*

**Is due within 30/60/90 days from the day of sale or earlier by mutual agreement.**

**LEASE**

*(General Condition 1.1)*

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1,

If '**subject to lease**' then particulars of the lease are:

**VACANT POSSESSION**

**TERMS CONTRACT**

*(General Condition 23)*

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23:

**NOT APPLICABLE**

**SPECIAL CONDITIONS**

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

**SPECIAL CONDITIONS**

**LOAN**

*(General Condition 14)*

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

Lender:

Loan Amount:

Approval Date:

# SPECIAL CONDITIONS

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## Special Condition 1

The purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions and Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser. This warranty does not merge on completion of this contract.

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## Special condition 2

The purchaser acknowledges receiving:

2.1 prior to the signing of any documents relating to the sale a Vendor's Statement, signed by the Vendor, in writing containing the particulars required by Section 32 of the *Sale of Land Act 1962*; and

2.2 prior to the signing of any documents relating to the sale hereby affected a copy of the Due Diligence checklist annexed to the Section 32 Statement.

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## Special Condition 3

The purchaser buys subject to:

3.1 any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme or any other Town Planning Act or Scheme;

3.2 any improvements including any outbuildings or additions on the property which may be subject to or require compliance with the *Building Act 1993* (Vic), any regulations under that Act, Victorian Building Regulations, the Building Code of Australia, municipal by-law, relevant statutes, any regulations thereunder or any repealed laws under which the improvements, outbuildings or additions on the land were constructed and any other laws or the requirements of any federal, state or local government, semi-government, municipal or statutory authority in relation to any improvements, outbuildings or additions on the land. Any failure to comply with any one or more of those laws shall not be deemed to constitute a defect in the vendor's title or affects the validity of this Contract. The purchaser shall not raise any requisitions, make any objections, claim any compensation from the Vendor or delay settlement in respect of any non-compliance of the improvements, outbuildings, additions or any alterations thereto.

3.3 their own inspection or inquiries and accepts the property in its present state of repair and condition as at the day of sale. The purchaser shall not make any objections or claim any compensation by reason of such condition or state of repair of the property.

3.4 all faults and defects both latent or patent and except for any extent expressly provided in this contract the vendor has not and no person on the vendor's behalf has made any warranty or representation in relation to those matters.

3.5 All existing and future planning, environmental and building controls and approvals, and in its present condition with all defects and non-compliance with any of those controls or approvals.

3.6 Its own decision to purchase the property based on the purchaser's own investigations and enquiries and that no representations were made by or on behalf of the Vendor as to the condition of the property or that any structures comply with the current or any building regulations. The purchaser releases the Vendor from any claims or demands in respect hereof.

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## Special Condition 4

The purchaser has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the vendor, the vendor's representative or the vendor's agent other than those expressly set out in this contract.

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## Special Condition 5

Should the purchaser default in payment of any money due under this Contract, the vendor gives notice to the purchaser or purchasers that interest at a rate of 14% per annum will be payable to the vendor on the balance

owing under this contract in lieu of the rate as specified in section 2 of the *Penalty Interest Rate Act 1983* and General Condition 26 as well as the following expenses:-

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance.
- (b) Interest payable by the vendor under any existing Mortgage over the property calculated from the due date for settlement.
- (c) Accommodation expenses necessarily incurred by the vendor.
- (d) Additional costs and expenses as between the vendor and the vendor's representative.
- (e) Any costs, expenses and penalties incurred by the vendor to a third party through any delay in completion of the vendor's purchase.
- (f) Rebooking fee and settlement fee payable to the vendor's representative in the sum of \$550.00 including GST plus any such fee levied by the vendor's mortgagee and third parties.
- (g) The purchaser acknowledges that (a – f) inclusive are deemed as foreseeable losses incurred by the vendor as a result of the purchaser defaulting under this Contract.

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#### **Special Condition 6**

If the purchaser consists of more than one person each of them is jointly and severally bound by this contract.

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#### **Special Condition 7**

In these Special Conditions words importing the singular shall be deemed and taken to include the plural, the masculine gender shall be deemed and taken to include the feminine and the term "person" shall include a corporation unless there is something repugnant to or inconsistent with that interpretation or unless the contrary is expressly provided.

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#### **Special Condition 8**

The covenants, provisions, terms and agreements contained in this contract expressly or by statutory implication cover and comprise the whole of the agreement between the parties and the parties expressly agree and declare that no further or other covenants, agreements, provisions or terms will be deemed to be implied in this contract or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by either party to the other on or before the execution of this contract and the existence of any such implication or collateral or other agreement is hereby expressly negated.

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#### **Special Condition 9**

##### **FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 9.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953' (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 9.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 9.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 9.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 9.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
  - (b) ensure that the representative does so.
- 9.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 9.7 The representative is taken to have complied with the requirements in special condition if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 9.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 9.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 9.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

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**Special condition 10**  
**GST WITHHOLDING**

- 10.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Taxation Administration Act 1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 10.2 This special condition applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) because the property is **new residential premises** or **potential residential land** in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 10.3 The amount is to be deducted from the vendor's entitlement to the contract consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 10.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
  - (b) ensure that the representative does so.

- 10.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this special condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 10.6 The representative is taken to have complied with the requirements of special condition if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 10.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic settlement system described in special condition 10.6.
- However, if the purchaser gives the bank cheque in accordance with this special condition 10.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 10.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 14 days before the due date for settlement.
- 10.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 10.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 10.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 10.10; or
  - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth)

The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.

- 10.12 This special condition will not merge on settlement.

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**Special condition 11**  
ELECTRONIC CONVEYANCING

- 11.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. The parties may subsequently agree in writing that this special condition applies even if the box next to it is not checked. This special condition has priority over any other provision to the extent of any inconsistency.
- 11.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 11 ceases to apply from when such a notice is given.
- 11.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 11.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 11.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 11.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 11.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 9.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 11.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the Electronic Network Operator of settlement.

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**Special condition 12**

If the purchaser buys the property under a company it is required that the Guarantee as contained at the end of this Contract is signed by at least one director. Such Guarantee is to be delivered to the Vendors representative within seven (7) days from the day of sale.

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**Special Condition 13**

The parties agree that General Condition 15.2 (b) does not apply to this Contract.

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 **Special Condition 14**

14 The condition only applies if the applicable box is checked.

14.1 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not in then in default.

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

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

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

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 **Special Condition 15**

15 This condition only applies if the applicable box is checked.

15.1 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

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

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

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

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

# General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations 2008*

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## Title

### 1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.6.

### 3. IDENTITY OF THE LAND

3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

### 4. SERVICES

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

### 5. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

### 6. TRANSFER

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

### 7. RELEASE OF SECURITY INTEREST

7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- (b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives—

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—

- (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—  
as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## **8. BUILDER WARRANTY INSURANCE**

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

## **9. GENERAL LAW LAND**

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

## **Money**

### **10. SETTLEMENT**

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

### **11. PAYMENT**

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or

- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

#### 14. LOAN

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

#### 15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - ~~(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and~~
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

#### Transactional

#### 16. TIME

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

#### 17. SERVICE

- 17.1 Any document sent by—
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or

- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

## **18. NOMINEE**

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

## **19. LIABILITY OF SIGNATORY**

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

## **20. GUARANTEE**

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

## **21. NOTICES**

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

## **22. INSPECTION**

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

## **23. TERMS CONTRACT**

23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

#### **24. LOSS OR DAMAGE BEFORE SETTLEMENT**

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

#### **25. BREACH**

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

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

#### **Default**

#### **26. INTEREST**

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

#### **27. DEFAULT NOTICE**

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

#### **28. DEFAULT NOT REMEDIED**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:

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

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

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

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

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

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

# GUARANTEE 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: -

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) 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: )

.....


# Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

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

<b>Land</b>	66 PRETTY SALLY DRIVE, WALLAN VIC 3756
-------------	--

Vendor's name	Jose Gabriel Sanz	Date
Vendor's signature		13/02/2026

Purchaser's name		Date
Purchaser's signature		/ /
Purchaser's name		Date
Purchaser's signature		/ /

# 1. FINANCIAL MATTERS

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

(a)  Are contained in the attached certificate/s.

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

Are contained in the attached certificate/s and/or statements

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

## 1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements,

covenants or other similar restriction.

### 3.2 Road Access

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

### 3.1 Designated Bushfire Prone Area

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

### 3.2 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements

### 4.2 Agricultural Chemicals

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

NIL
-----

### 4.3 Compulsory Acquisition

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

NIL
-----

## 5. BUILDING PERMITS

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

Are contained in the attached certificate

## 6. OWNERS CORPORATION

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

Not Applicable

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

## 8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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## 9. TITLE

Attached are copies of the following documents:

9.1  (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

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

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

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# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

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

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

VOLUME 11287 FOLIO 937

Security no : 124131411962P  
Produced 19/01/2026 08:10 AM

LAND DESCRIPTION

-----  
Lot 381 on Plan of Subdivision 630437U.  
PARENT TITLE Volume 11225 Folio 719  
Created by instrument PS630437U 03/08/2011

REGISTERED PROPRIETOR

-----  
Estate Fee Simple

Sole Proprietor

JOSE GABRIEL SANZ of 5 POETS GLEN WERRINGTON DOWNS NSW 2747  
AV781508X 24/06/2022

ENCUMBRANCES, CAVEATS AND NOTICES

-----  
MORTGAGE AX252329H 13/09/2023  
HSBC BANK AUSTRALIA LTD

COVENANT PS630437U 03/08/2011

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  
AE095284R 05/01/2006

STATEMENT Section 110 Planning and Environment Act 1987  
ROADS CORPORATION  
AG432820B 01/04/2009

AGREEMENT Section 173 Planning and Environment Act 1987  
AH865185B 29/03/2011

AGREEMENT Section 173 Planning and Environment Act 1987  
AH931401G 05/05/2011

DIAGRAM LOCATION

-----  
SEE PS630437U 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: 66 PRETTY SALLY DRIVE WALLAN VIC 3756

ADMINISTRATIVE NOTICES

-----  
NIL

eCT Control 18478R FIRST LEGAL

Effective from 13/09/2023

DOCUMENT END

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Document Type	<b>Plan</b>
Document Identification	<b>PS630437U</b>
Number of Pages (excluding this cover sheet)	<b>15</b>
Document Assembled	<b>19/01/2026 08:13</b>

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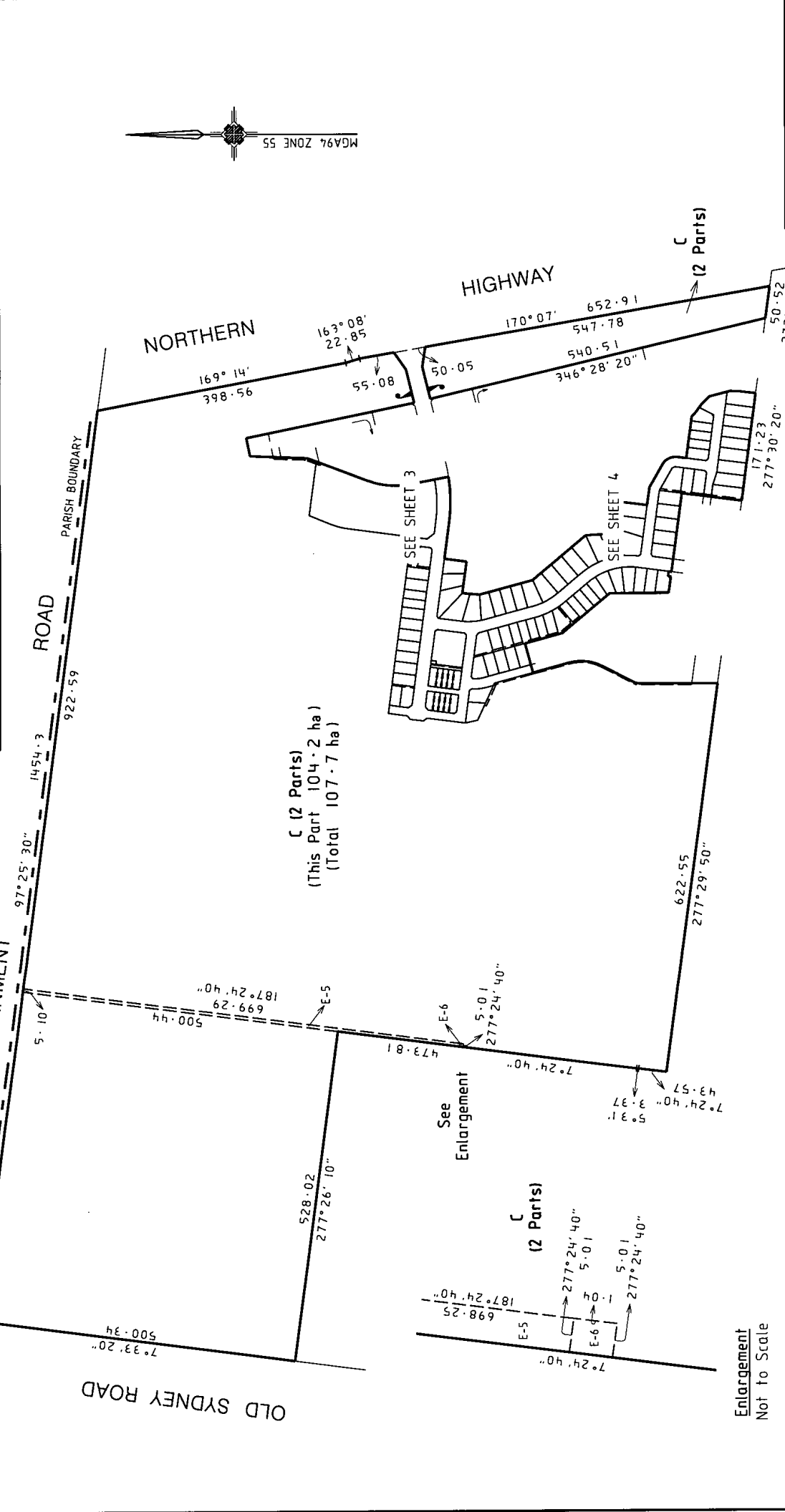
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<b>PLAN OF SUBDIVISION</b>		Stage No. —	LRS use only <b>EDITION 1</b>	F I	<b>PS630437U</b> 26/07/2011 \$13430.70 PS 	
Location of Land Parish: Wallan Wallan Township: — Section: — Crown Allotment: — Crown Portion: A (Part)  Title Reference: Vol. 11225 Fol. 719  Last Plan Reference: Lot B PS 547624J  Postal Address: Northern Highway (at time of subdivision) Wallan 3756  MGA94 Co-ordinates: E 320 600 Zone: 55 (of approx. centre of land in plan) N 5 859 000		Council Certificate and Endorsement Council Name: Mitchell Shire Council Ref: S200748/09  1. This plan is certified under section 6 of the Subdivision Act 1988. <del>2. This plan is certified under section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under section 6 / / 20</del> <del>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del> OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has <del>has not</del> been made. <del>(ii) The requirement has been satisfied.</del> <del>(iii) The requirement is to be satisfied in Stage.....</del> Council Delegate <i>hcf</i> <del>Council Seal</del> Date 28/02/2011  <del>Re-certified under section 11(7) of the Subdivision Act 1988</del> <del>Council Delegate</del> <del>Council Seal</del> Date / / 20				
Vesting of Roads and/or Reserves						
Identifier	Council/Body/Person					
Roads R-1	Mitchell Shire Council					
Reserve No.1	Mitchell Shire Council					
Reserve No.2	Mitchell Shire Council					
Reserve No.3	SPElectricity Pty Ltd					
Estate: SPRINGRIDGE Development No.: 3 No. of Lots: 96 Area: 10.98 ha Melways: 645 K6		Notations				
		Staging This <del>is</del> /is not a staged subdivision Planning Permit No. P304973/07  Depth Limitation : Does not apply.  Lots 1 to 300 (Both Inclusive), A and B have been omitted from this plan. Lot C is in two parts.  E-13, Party Wall Easements, have been exaggerated in the diagrams herein for clarity purposes.  Survey This plan is <del>is not</del> based on survey This survey has been connected to permanent marks no(s) 101, 102 and Pretty Sally ECC 1985. In Proclaimed Survey Area No. 53				
Easement Information					LRS use only	
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
E-3	Drainage	See Diag.	PS 540322P	Mitchell Shire Council	Statement of Compliance/ Exemption Statement  Received <input checked="" type="checkbox"/>  Date 26/07/2011  LRS use only  PLAN REGISTERED TIME 4:27PM DATE 03/08/2011  N. Le Assistant Registrar of Titles  SHEET 1 OF 15 SHEETS	
E-3	Sewerage	See Diag.	PS 540322P	Yarra Valley Water Limited		
E-4	Telephone Services	See Diag.	PS 540322P	Land in PS 540322P		
E-4	Powerline	See Diag.	PS 540322P	SPI Electricity Pty Ltd.		
E-5	Water Supply	See Diag.	Section 88 Electricity Industry Act 2000	Goulburn Valley Region Water Authority		
E-6	Water Supply	See Diag.	Instrument No. X329811N	Goulburn Valley Region Water Authority		
E-7, E-9 & E-11	Sewerage	See Diag.	PS 540322P	Yarra Valley Water Limited		
E-8, E-9 & E-11	Drainage	See Diag.	This Plan	Mitchell Shire Council		
E-10 & E-11	Telephone Services	See Diag.	This Plan	Land In This Plan		
E-10, E-11 & E-14	Powerline	See Diag.	This Plan	SPI Electricity Pty Ltd		
			Section 88 Electricity Industry Act 2000			
E-12	Drainage	See Diag.	PS 547624J	Mitchell Shire Council		
E-12	Sewerage	See Diag.	PS 547624J	Yarra Valley Water Limited		
E-13	Party Wall	0.20	This Plan	The relevant abutting lot on this plan.		
 <b>WATSONS</b> URBAN DEVELOPMENT CONSULTANTS & MANAGERS  5 MAIN ST, MORNINGTON PH. (03) 5975 4644, FAX (03) 5975 3916 THE MELBOURNIAN, SUITE 2, 250 ST. KILDA RD, SOUTHBANK PH. (03) 9697 8000, FAX (03) 9697 8099		LICENSED SURVEYOR (PRINT) SCOTT CHARLES KIMM SIGNATURE <i>Scott Kim</i> DATE 28/08/2010 REF 35340/Stg.3 VERSION 6 /			DATE <i>28/02/2011</i> COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3	

Plan Number  
**PS 630437U**

Stage No.  
—

**PLAN OF SUBDIVISION**



SHEET 2

DATE 28/08/2011  
COUNCIL DELEGATE SIGNATURE  
ORIGINAL SHEET SIZE A3

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REF 35340/Stg.3 VERSION 6

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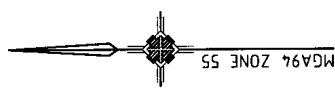
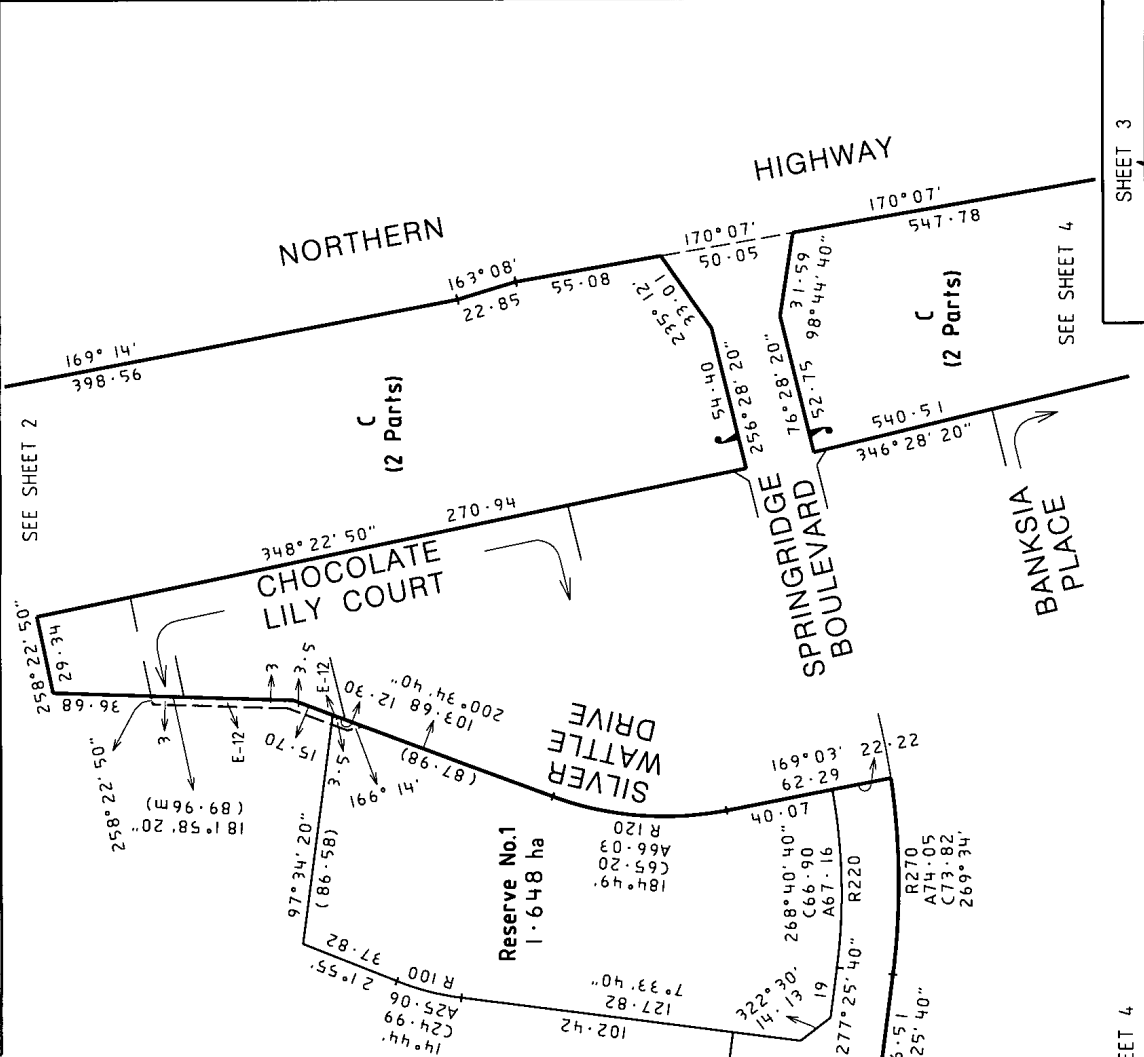
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Plan Number  
**PS 630437U**

Stage No.  
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**PLAN OF SUBDIVISION**



SHEET 3

DATE *28/08/2010*

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ORIGINAL SHEET SIZE A3

LICENSED SURVEYOR (PRINT) SCOTT CHARLES KIMM

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LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

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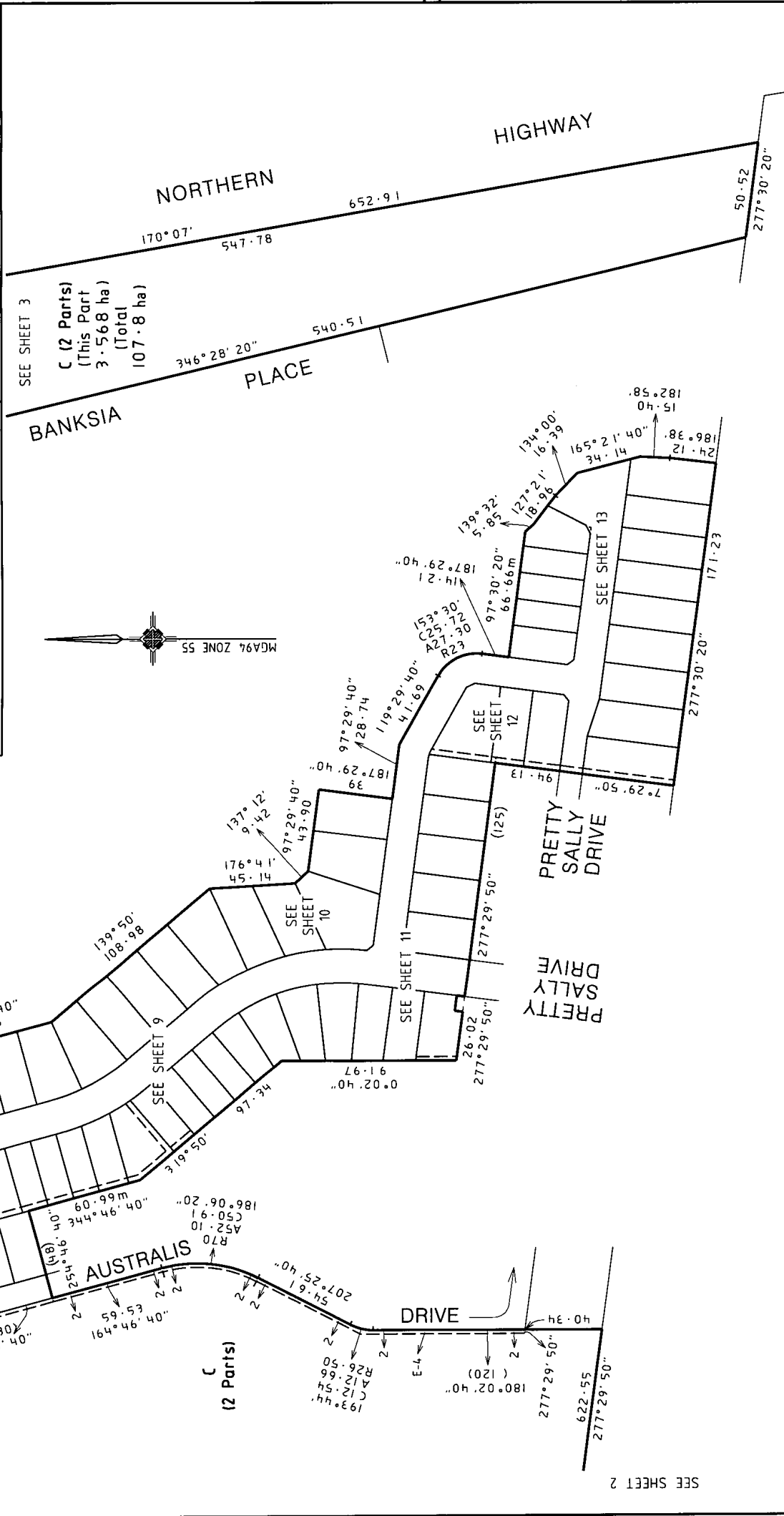
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**PLAN OF SUBDIVISION**

Plan Number  
**PS 630437U**

Stage No.  
—



SEE SHEET 3  
**C (2 Parts)**  
(This Part  
3.568 ha)  
(Total  
107.8 ha)

SEE SHEET 4  
DATE *28 Feb 2011*  
COUNCIL DELEGATE SIGNATURE  
ORIGINAL SHEET SIZE A3

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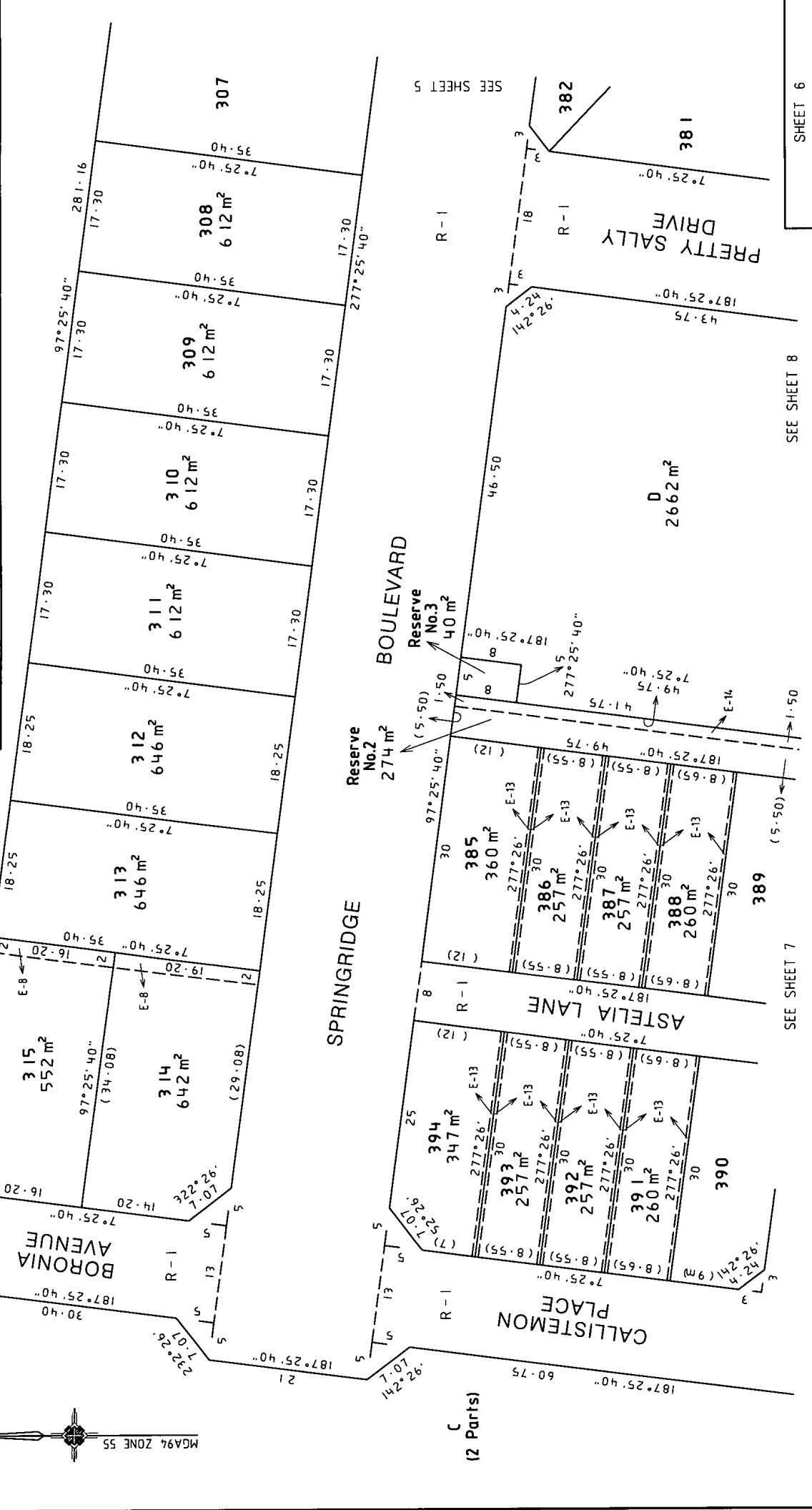
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Plan Number  
**PS 630437U**

Stage No. \_\_\_\_\_



SHEET 6

DATE *28/08/2011*

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SCALE

ORIGINAL SCALE SHEET SIZE A3

1:500

LENGTHS ARE IN METRES

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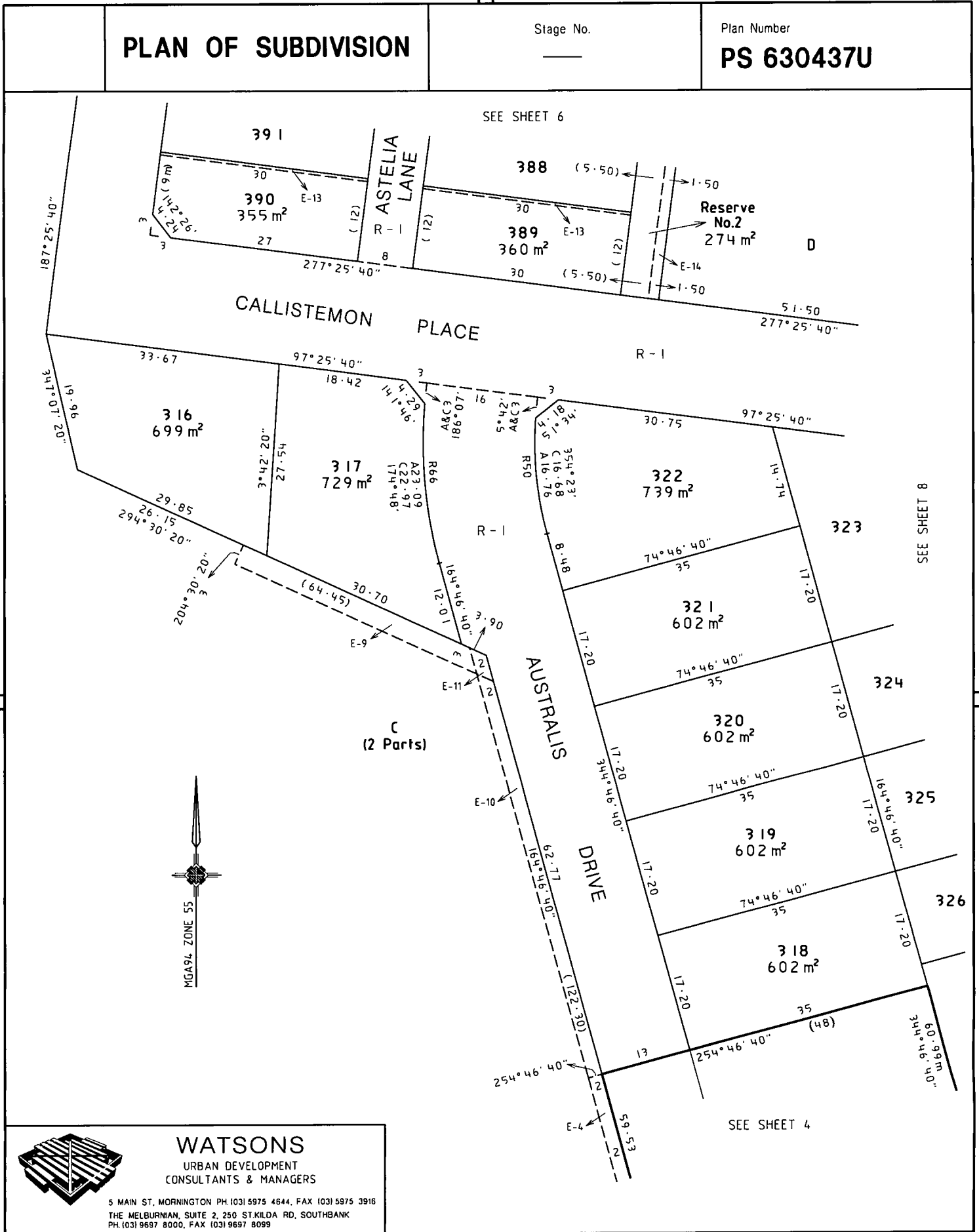


# PLAN OF SUBDIVISION

Stage No. \_\_\_\_\_

Plan Number

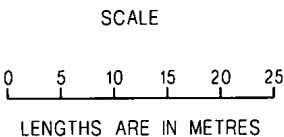
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A3



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SHEET 7

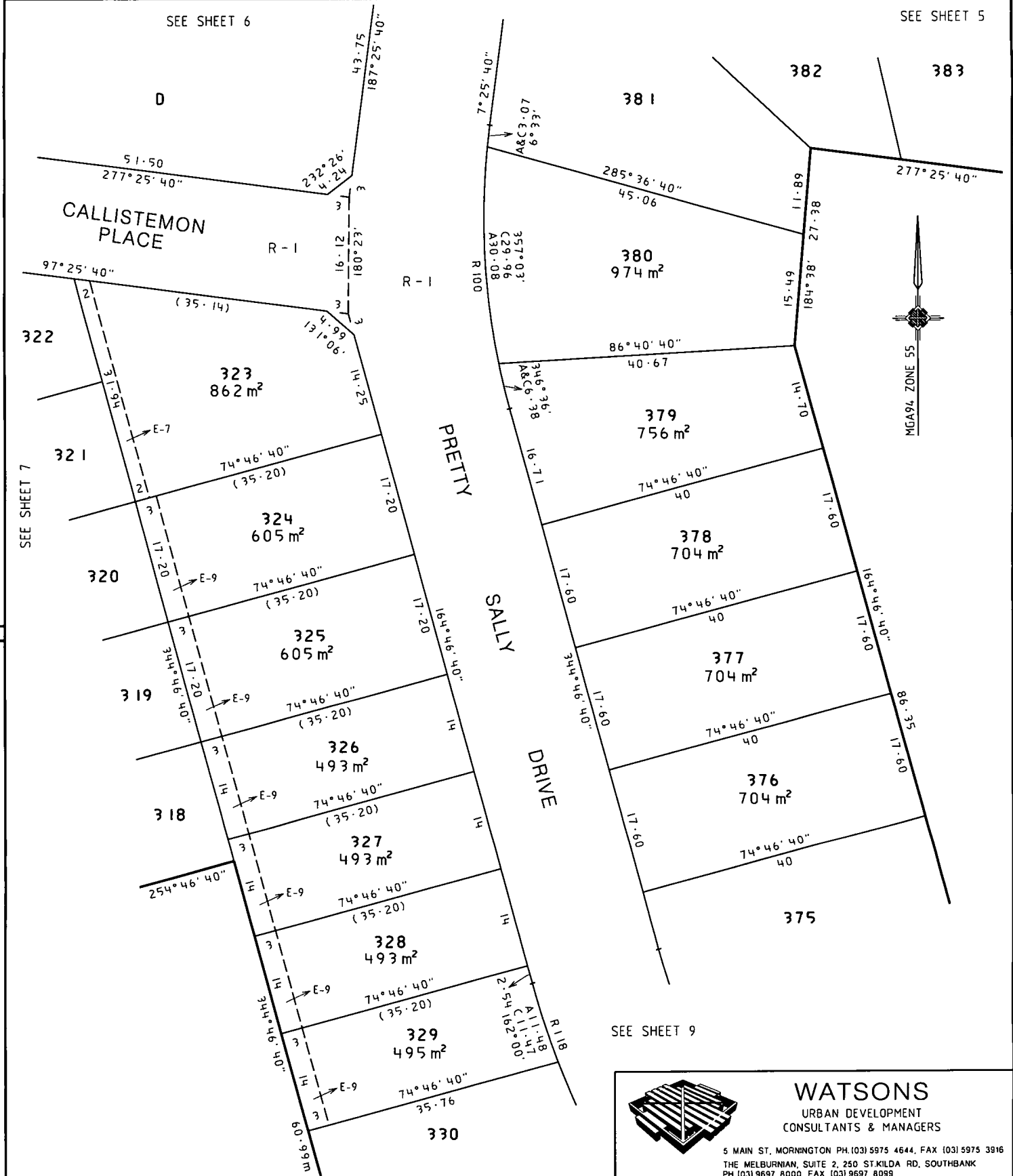
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# PLAN OF SUBDIVISION

Stage No. \_\_\_\_\_

Plan Number

## PS 630437U

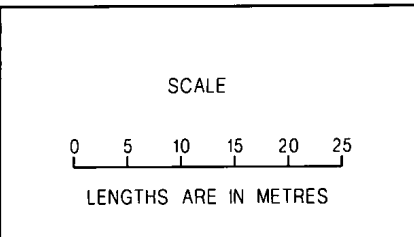


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SHEET SIZE A3



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SHEET 8

DATE 28/02/2011

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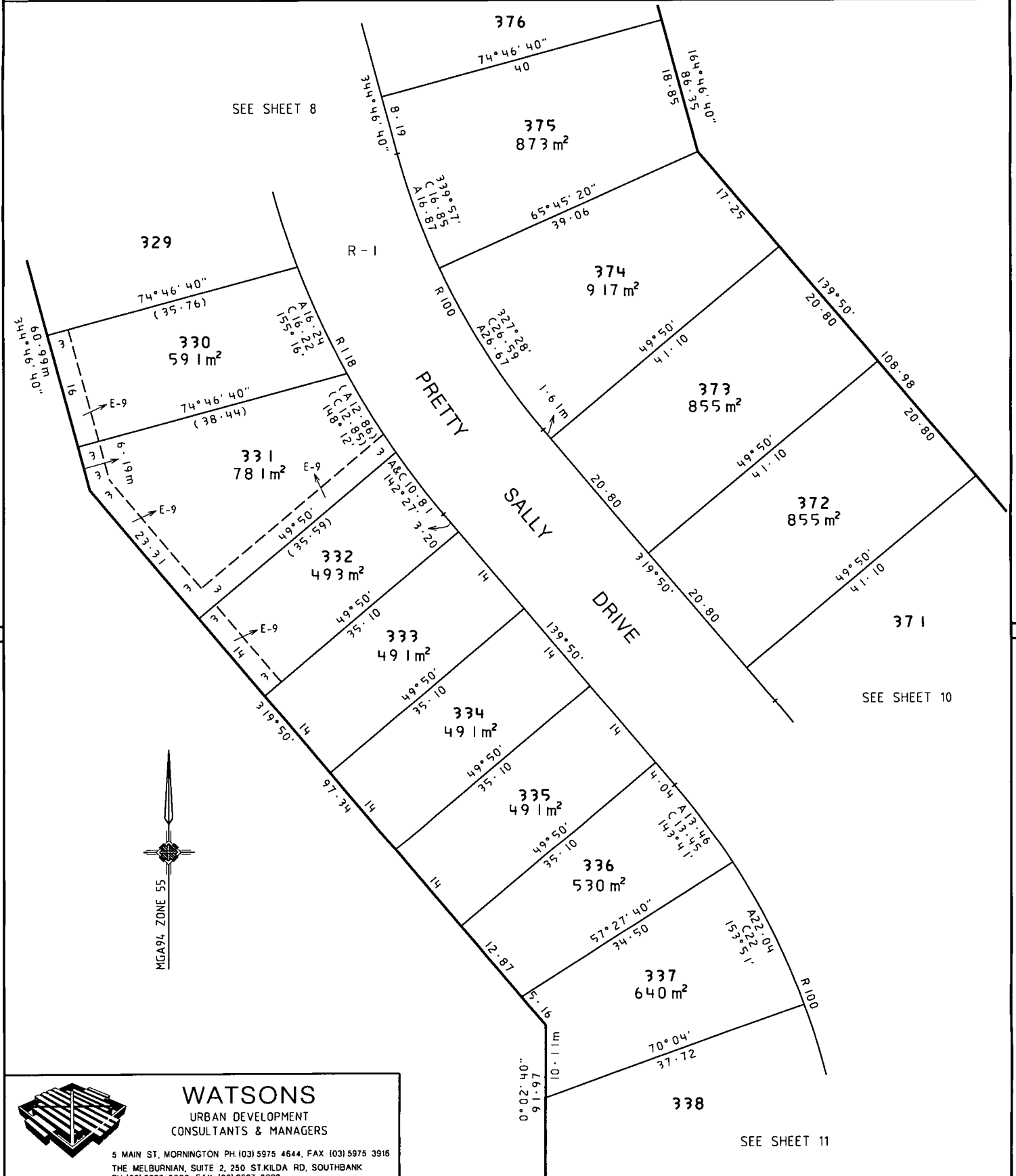
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# PLAN OF SUBDIVISION

Stage No. \_\_\_\_\_

Plan Number

**PS 630437U**

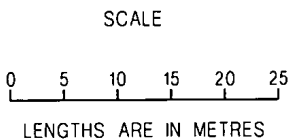


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1:500 SIZE  
A3



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REF 35340/Stg.3 VERSION 6

SHEET 9

DATE *28/08/2011*

COUNCIL DELEGATE SIGNATURE

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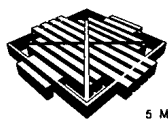
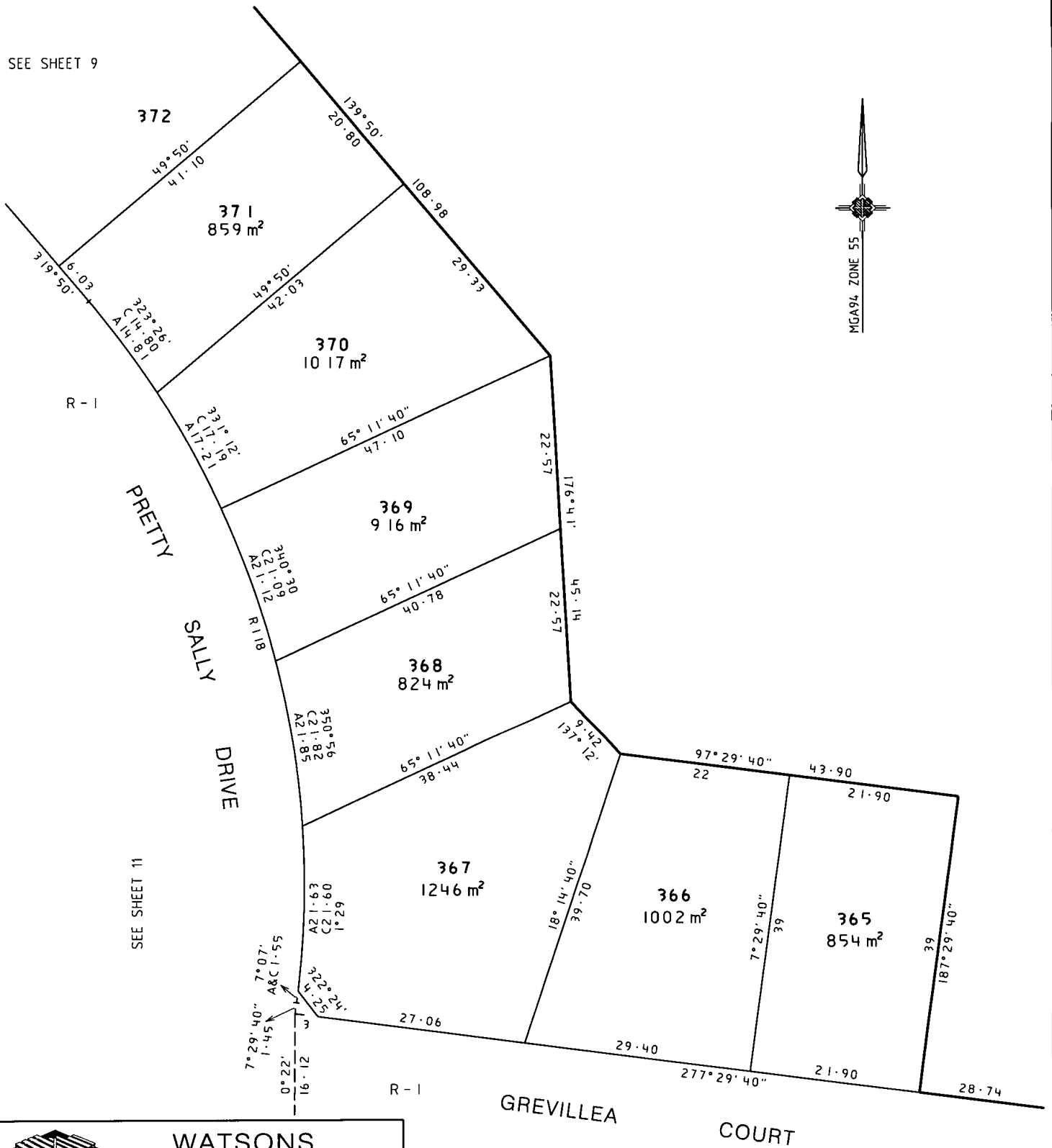
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Stage No. \_\_\_\_\_

Plan Number

## PS 630437U

SEE SHEET 9

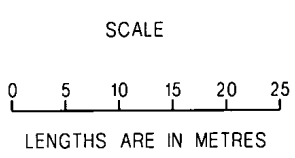


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SEE SHEET 12

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 SCALE SHEET  
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 A3



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 REF 35340/Stg.3 VERSION 6

SHEET 10

DATE *28/02/2011*  
 COUNCIL DELEGATE SIGNATURE  
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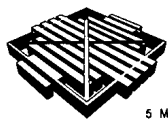
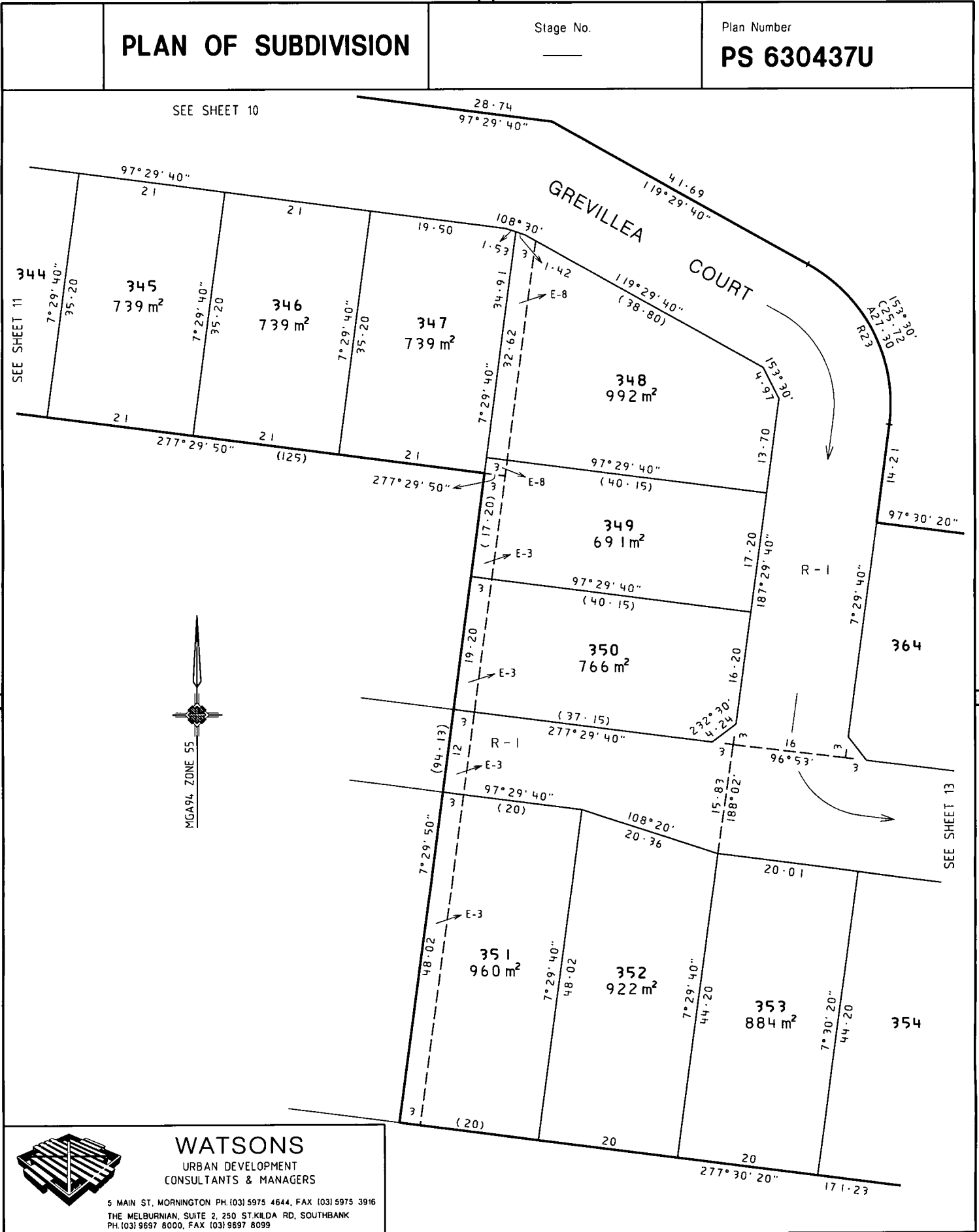


# PLAN OF SUBDIVISION

Stage No. \_\_\_\_\_

Plan Number

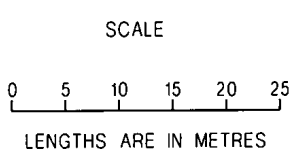
**PS 630437U**



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ORIGINAL  
SCALE SHEET  
1:500 SIZE  
A3



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SIGNATURE *Scott Charles Kimm* DATE 28/08/2010  
REF 35340/Stg.3 VERSION 6

SHEET 12

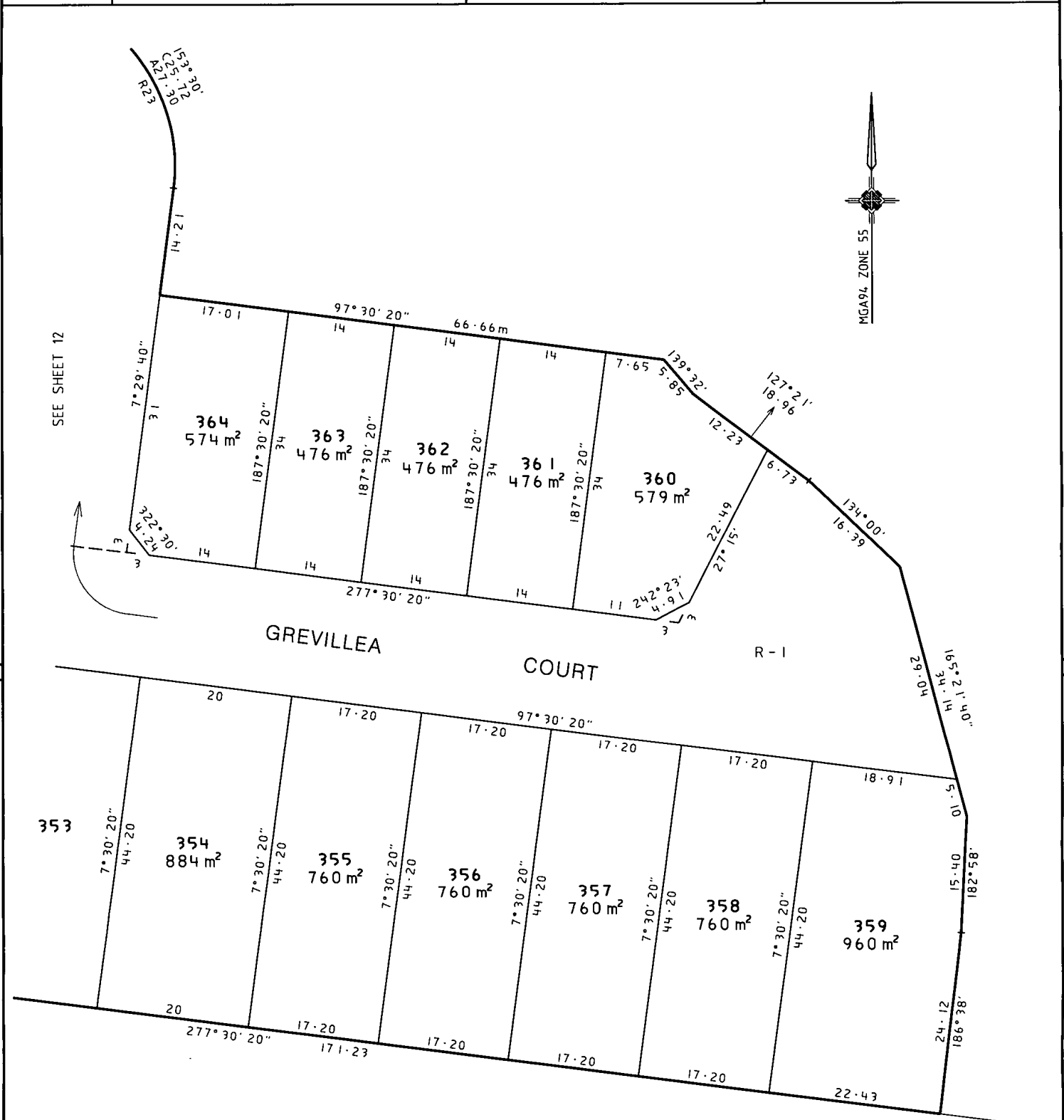
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ORIGINAL SHEET SIZE A3

# PLAN OF SUBDIVISION

Stage No. \_\_\_\_\_

Plan Number

**PS 630437U**



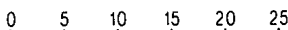
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SCALE SHEET  
1:500 SIZE  
A3

SCALE



LENGTHS ARE IN METRES

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SIGNATURE *Scott Charles Kimm* DATE 28/08/2010

REF 35340/Stg.3

VERSION 6

SHEET 13

DATE *28/08/2011*

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

# PLAN OF SUBDIVISION

Stage No.  
—

Plan Number

**PS 630437U**

## SUBDIVISION ACT 1988 CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created.

Land to benefit: Lots 301 to 394 (Both Inclusive)

Land to be burdened: Lots 301 to 394 (Both Inclusive)

Description of Restriction:

In this restriction:

'Front Boundary' means:

- (a) in the case of a lot where only one boundary abuts a road, that boundary which abuts the road;
- (b) in the case of a lot where more than one boundary abuts a road, the shortest of the boundaries which abuts a road and where there is a splayed corner on a lot, that part of the boundary which is created by the splay (i.e. the corner section) shall be disregarded.

'Large Corner Lot' means a lot which has two boundaries which abut a road, and which has an area of 460 square meters or greater.

'road' means any kind of road, street, lane or other vehicular access way whatsoever.

The registered proprietor or proprietors for the time being of any burdened lot shall not:

1. At any time erect, cause or permit to be erected, constructed or built or remain on the burdened lot:
  - (a) a dwelling having a ground floor area (excluding garages and balconies) of less than shown below:
  - (b) any dwelling which is not set back from the Front Boundary between the minimum and maximum setbacks as follows:
 

Allotment size (m <sup>2</sup> )	Minimum floor area (m <sup>2</sup> )	Minimum Front setback (m)	Maximum Front setback (m)
300 - 450	100 ( 10.76 squares )	4.0	4.5
451 - 600	140 ( 15.07 squares )	4.5	5.0
601+	170 ( 17.76 squares )	5.0	5.5
  - (c) Any fence:
    - (i) subject to (iv), which is less than 1.8m in height;
    - (ii) subject to (iv), which is not constructed of timber palings;
    - (iii) on any side boundary which abuts a road, between the point at which the side boundary intercepts with the Front Boundary and the point 1 metre behind the front facade of any residence on the lot;
    - (iv) on any side boundary of any Large Corner Lot which abuts a road, any fence which is less than the maximum length allowable pursuant to 1. (c) (iii) and/or does not contain a minimum of two inverted bays (in which the fence inverts into the burdened lot), each bay being 3 metres in length and 600mm in depth;
  - (d) any dwelling without having installed a water tank with a minimum capacity of 5000 litres, such tank being plumbed from the roof of the dwelling.

SHEET 14



**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 250 ST KILDA RD, SOUTHBANK  
PH.(03) 9597 8000, FAX (03) 9597 8099

LICENSED SURVEYOR (PRINT) SCOTT CHARLES KIMM

SIGNATURE *Scott Charles Kimm* DATE 28/08/2010

REF 35340/Stg.3

VERSION 6

*[Signature]*  
DATE *28/08/2010*

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

<b>PLAN OF SUBDIVISION</b>	Stage No. —	Plan Number <b>PS 630437U</b>
----------------------------	----------------	----------------------------------

SUBDIVISION ACT 1988  
CREATION OF RESTRICTION

Upon registration of this plan the following restriction is to be created. (continued from sheet 14)

Land to benefit: Lots 301 to 394 (Both Inclusive)

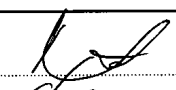
Land to be burdened: Lots 301 to 394 (Both Inclusive)

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot shall not:

2. Place, park or maintain any commercial vehicle with a carrying capacity of 2.5 tonne or greater or any caravan, boat or trailer on the burdened lot or any part of the burdened lot such that any vehicle, caravan, boat or trailer is visible from any street or any abutting or adjacent lot, or to repair any motor vehicle or boat on the burdened lot.
3. Except with the written consent of Pretty Sally Holdings Pty Ltd ACN 111 744 382, erect or permit to be erected or remain on a burdened lot or any part thereof or any building erected thereon any advertising hoarding sign or similar structure or to allow any burdened lot to be used for the display of any advertisement sign or notice PROVIDED THAT when a dwelling has been completely constructed on the burdened lot, the registered proprietor shall be entitled to erect a sign of no greater than 4 square meters in size advertising the burdened lot for sale until the day that is 10 days after the registered proprietor sells the burdened lot.
4. Construct a dwelling or fencing on a burdened lot without obtaining the written consent of Pretty Sally Holdings Pty Ltd ACN 111 744 382.
5. At any time allow the dwelling or fences on a burdened lot to fall into a state of disrepair, or to allow excessive weeds or rubbish (including motor vehicle bodies and construction materials) to accumulate on a burdened lot.
6. At any time allow any clothes airing or drying facilities to be placed on a burdened lot so as to be visible outside the lot.


This restriction shall cease to have any application after the day that is 15 years after the day upon which this plan is registered.

SHEET 15
 DATE 28/08/2011
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE A3

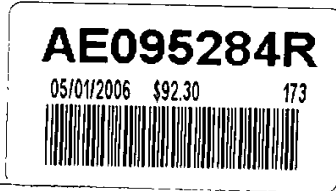


**WATSONS**  
URBAN DEVELOPMENT  
CONSULTANTS & MANAGERS

5 MAIN ST, MORNINGTON PH.(03) 5975 4644, FAX (03) 5975 3916  
THE MELBURNIAN, SUITE 2, 250 ST.KILDA RD, SOUTHBANK  
PH.(03) 9697 8000, FAX (03) 9697 8099

LICENSED SURVEYOR (PRINT) SCOTT CHARLES KIMM  
SIGNATURE  DATE 28/08/2010  
REF 35340/Stg.3 VERSION 6

**Application by a responsible authority for the making of a recording of an agreement**  
**Section 181 Planning and Environment Act 1987**



**Form 18**



Accept  
A  
5/1/06

**Privacy Collection Statement**  
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Lodged by:  
Name: Russell Kennedy Solicitors  
Phone: 03 9609 1555  
Address: 469 La Trobe Street Melbourne 3000  
Ref: SLW 120940-1569  
Customer Code: 1513M

The 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: *(insert Volume and Folio reference) (if part only, define the part)*

The whole of the land in certificates of title volume 2372 folio 382 and volume 8619 folio 149

Authority: *(name and address)*

Mitchell Shire Council of 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: IAN SCHOLES  
A SENIOR OFFICER OF THE  
MITCHELL SHIRE COUNCIL AS  
DEFINED IN THE LOCAL  
GOVERNMENT ACT 1989

Date:

5/1/06



**MITCHELL SHIRE COUNCIL**

and

**PRETTY SALLY HOLDINGS PTY LTD**

**ZANFAM PTY LTD**

**GOLDEN HILL DEVELOPMENT PTY LTD**

**K.H. LEONG NOMINEES PTY LTD (ACN**

**SWE CHIN YU**

**BUEY BUEY NGIAM**

**AGREEMENT MADE PURSUANT TO  
SECTION 173 OF THE *PLANNING AND  
ENVIRONMENT ACT 1987***

---

**PRETTY SALLY MEADOWS -  
DEVELOPMENT AGREEMENT**

Level 12  
469 La Trobe Street  
Melbourne Victoria 3000 Australia

PO Box 5146AA  
Melbourne Victoria 3001  
DX 494 Melbourne

Tel 61 3 9609 1555  
Fax 61 3 9609 1600

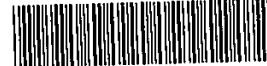
[www.rk.com.au](http://www.rk.com.au)

AFFILIATED FIRMS PRACTISING SEPARATELY IN  
SYDNEY · BRISBANE · ADELAIDE · PERTH

Ref SLW 120940-01464

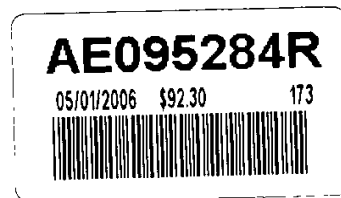
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05/01/2006 \$92.30 173



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THIS AGREEMENT is made on

5<sup>th</sup> August

2005

**PARTIES**

1 **Mitchell Shire Council**  
of 113 High Street, Broadford, Victoria, 3658  
("Council")

2 **Zanfam Pty Ltd**  
ACN 005 638 746  
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084

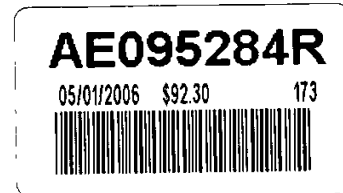
**Golden Hill Development Pty Ltd**  
ACN 085 806 828  
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084

**K.H. Leong Nominees Pty Ltd**  
ACN 086 754 672  
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084

**Swe Chin Yu**  
of 20 Sydney Street, Kilmore, Victoria 3764

**Buey Buey Ngiam**  
of 20 Sydney Street, Kilmore, Victoria 3764  
("Owners")

3 **Pretty Sally Holdings Pty Ltd**  
ACN 111 744 382  
of 20 Sydney Street, Kilmore, Victoria 3764  
("Developer")



**RECITALS / BACKGROUND**

- A The Owners either are, or are entitled to become, the registered proprietors of the Land.
- B The Owners and Developer seek to undertake the Development.
- C The Land is in the Shire of Mitchell and an indicative Plan of the Development is attached as Schedule 1 of this Agreement.
- D Council is the responsible authority pursuant to the Act for the Scheme.
- E The Owners, the Developer and Council have agreed to enter into this Agreement in order to:
  - meet the requirements of the Development Plan;
  - detail the Contributions that the Developer and Owners must make in respect of the Development;
  - detail particular lot development characteristics to be implemented and maintained; and

- detail the treatment of the Erosion Areas.

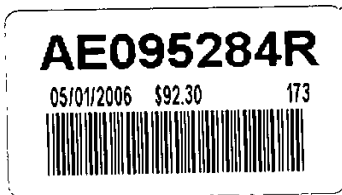
E This Agreement is made under Division 2 of Part 9 of the Act and as a deed at common law.

**THE PARTIES AGREE THAT:**

**1 DEFINITIONS**

In this Agreement:

- 1.1 "Act" means the *Planning and Environment Act 1987*.
- 1.2 "Affected Lots" means the lots to be created in Stages 5, 15, 16 and 17 of the Development that border the northern boundary separating the Development and the existing Rural Zone land.
- 1.3 "Agreement" means this deed, including the recitals and any annexures to this deed.
- 1.4 "Business Day" means Monday to Friday excluding public holidays in Victoria.
- 1.5 "Contributions" means each item of works, infrastructure, land or other contribution detailed in clause 4 of this Agreement.
- 1.6 "Developed Recreation Areas" means the area provisionally and initially identified as such on the Development Plan totalling approximately 1.90 hectares.
- 1.7 "Developer" means Pretty Sally Holdings Pty Ltd, or any other entity which may be substituted as the Developer in accordance with this Agreement.
- 1.8 "Development" means the development of the Land as the Pretty Sally Meadows estate generally in accordance with the Development Plan.
- 1.9 "Development Plan" means the plan prepared by Banon Consultants dated December 2004 approved by Council on 24 January 2005 to meet the requirements of current Development Plan Overlays in the Scheme; and which attaches and incorporates the following reports:
  - 1.9.1 Traffic Impact Report prepared by Ratio Consultants Pty Ltd dated December 2004;
  - 1.9.2 Landscape Design Guidelines prepared by Hansen Partnership Pty Ltd dated December 2004;
  - 1.9.3 Arboricultural Report prepared by Homewood Consulting Services dated 5 December 2004;
  - 1.9.4 Report on Erosion Issues prepared by Banon Consultants dated November 2004;
  - 1.9.5 Soil and Water Report prepared by Banon Consultants dated November 2004; and
  - 1.9.6 Native Grasses Report prepared by Homewood Consulting Services dated 4 December 2004;

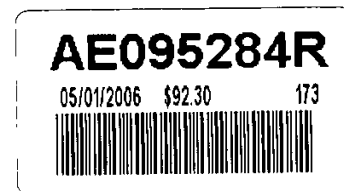


provided the Development Plan approved for the purposes of the Development may be amended from time to time, by the Council in accordance with the Scheme.

- 1.10 "Erosion Areas" means the areas identified as being prone to the effects of erosion being provisionally and initially described in the Report on Erosion Issues and to be located within the Reserves and which are within the Landscaped Open Space.
- 1.11 "Further Section 173 Agreement" means any future agreement made under section 173 of the Act to be entered into in respect of the Development.
- 1.12 "GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- 1.13 "GST" means the goods and services tax as defined in the *GST Act*.
- 1.14 "Input Tax Credit" in relation to a supply, means a credit under the GST Act for the GST payable by the recipient in respect of the supply.
- 1.15 "Intersection Works" means the works (including traffic lights) required at the intersection of the Northern Highway and Darraweit Road, in respect of which this Development shall be partially responsible, as detailed in this Agreement.
- 1.16 "Land" means the land comprising the Development being more particularly comprised in certificates of title volume 2372 folio 382 and volume 8619 folio 149 and located at the street address of 625 Northern Highway and 1750 Old Sydney Road, Wallan.
- 1.17 "Landscaped Open Space" means the area provisionally and initially identified as such on the Development Plan totalling approximately 21.80 hectares located within the Reserves.
- 1.18 "Landscape Plan" means the Landscape Design Guidelines prepared by Hansen Partnership Pty Ltd dated December 2004, which form part of the Development Plan.
- 1.19 "Maintain" includes pruning vegetation, removing dead vegetation and noxious weeds, replacing dead vegetation with vegetation of the same or substantially the same indigenous species, pest and disease control and rubbish removal, all to Council's satisfaction.
- 1.20 "Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.21 "Northern Fence" means the permanent fence to be erected by the Developer at the Developer's expense, on the northern boundary of the Northern Plantation Land to the specifications contained in the attachments annexed in Schedule 2 which the parties acknowledge has been designed to be and is intended to be dog proof.
- 1.22 "Northern Plantation Land" means the ten (10) metre wide strip of land on the northern boundary of each Affected Lot, as identified generally on the Development Plan.
- 1.23 "Owner" means the owner or owners from time to time, of the Land or parts of the Land.



- 1.24 **"Per Lot Contribution"** means the amount payable per Residential Lot in order to calculate the Social Infrastructure Contribution, such amount shall, until 30 June 2005, be \$1,500 (excluding GST), with that \$1,500 amount increased by the Consumer Price Index (Australia all indexes) on each subsequent 1 July over the course of the Development.
- 1.25 **"Plan"** means the plan, words and information attached as Schedule 1 to this Agreement, which is extrapolated, in part, from the current Development Plan and designed to provide guidance in respect of understanding this Agreement.
- 1.26 **"Plan of Subdivision"** means any Plan of Subdivision registered during the Development, which will include any staged Plan of Subdivision and may, or may not equate to a Stage of the Development.
- 1.27 **"Plantation Reserve"** means the twenty (20) metre wide strip of land separating the Development from Northern Highway, as identified on the Development Plan.
- 1.28 **"Practical Completion"** means the date that Council determines that the landscape works required in this Agreement are completed, which will be notified in writing to the Owners and the Developer by letter sent to the Owners and the Developer within:
- 1.28.1 seven (7) days of Council's inspection of the landscape works; or
  - 1.28.2 if rectification works are required, within seven (7) days of any further inspection by Council that results in Council's satisfaction with the landscape works.
- 1.29 **"Proposed Land Transfer"** means the proposed transfer of the allotments in the Development from the Owners to Council to satisfy the Social Infrastructure Contribution to be made by the Owners and the Developer pursuant to clause 4 of this Agreement.
- 1.30 **"Reserves"** means the area totalling approximately 26.9 hectares to be set aside and transferred to the Council, as the Development progresses, for the purposes of public open space and other purposes, and includes:
- 1.30.1 the Developed Recreation Areas;
  - 1.30.2 the Plantation Reserve;
  - 1.30.3 the Community Centre Site;
  - 1.30.4 the Landscaped Open Space;;
  - 1.30.5 the Retarding Basins; and
  - 1.30.6 the Erosion Areas,
- provided that, for the avoidance of doubt, this expressly excludes the Road Reserves, the Proposed Land Transfers or the Northern Plantation Land.
- 1.31 **"Residential Lot"** means any separately saleable lot created on a Plan of Subdivision which is intended to be used and developed for residential or related purposes.
- 1.32 **"Retarding Basins"** means the areas identified provisionally and initially on the Development Plan as retarding basins.



- 1.33 "Road Reserve" means the area identified as such on the Development Plan totalling approximately 28.51 hectares.
- 1.34 "Scheme" means the Mitchell Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.35 "Social Infrastructure Contribution" means the contributions to be made by the Owners and the Developer for social infrastructure, based on multiplying the relevant number of Residential Lots in a particular stage of subdivision by the Per Lot Contribution (for example at the date of this Agreement 40 lots x \$1,500 = \$60,000).
- 1.36 "Southern Fence" means the fence to be erected by the Developer at the Developer's expense on the southern boundary of the Northern Plantation Land to the specifications contained in the attachments annexed in Schedule 2.
- 1.37 "Stage" means a stage of the Development from Stage 1 to Stage 17 as shown on the Development Plan.
- 1.38 "Tax Invoice" in relation to a supply, means an invoice for the supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

**2 COMMENCEMENT**

This Agreement comes into force on the date it was made, namely upon execution by the Owners, Developer and the Council.

**3 TERMINATION OF AGREEMENT**

**3.1 Termination**

This Agreement ends when the Owners and Developer have complied with their obligations under this Agreement or earlier by mutual agreement between the parties.

**3.2 Cancellation**

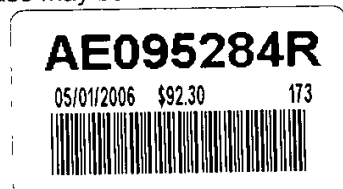
As soon as reasonably practicable after this Agreement has ended or when the obligation in relation to any part of the Land has been satisfied, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register as to the Land or part of the Land as the case may be.

**4 OWNERS' AND DEVELOPER'S COVENANTS**

**SOCIAL INFRASTRUCTURE CONTRIBUTION**

**4.1 Liability for Social Infrastructure Contribution**

The Owners and the Developer shall provide to the Council the Social Infrastructure Contribution over the course of the Development via either the Proposed Land Transfers, or in the circumstances specified, as monetary contributions.



**4.2 Social Infrastructure Contribution - Calculation**

Immediately prior to the issue of a statement of compliance for any Plan of Subdivision a calculation of the Social Infrastructure Contribution relevant to the particular Plan of Subdivision shall be carried out, namely multiplying the number of Residential Lots by the Per Lot Contribution.

**4.3 Proposed Land Transfers - First Plan of Subdivision**

The Owners and the Developer shall, as a precondition to the issue of a statement of compliance for the first Plan of Subdivision of the Development, execute a transfer of land to the Council of a lot or lots of a value equal to or greater than the calculated Social Infrastructure Contribution for that first Plan of Subdivision.

**4.4 Subsequent Plan of Subdivisions**

As the Development proceeds, again as precondition to the statements of compliance for subsequent Plans of Subdivision, further transfers of lots to the Council shall occur such that at all times the value of the Proposed Land Transfers remains equal to, or exceed, the Social Infrastructure Contribution to be provided in relation to the number of Residential Lots on Plans of Subdivision for which statements of compliance have been given in respect of the Development at the particular time.

**4.5 Monetary Alternative**

The Social Infrastructure Contribution shall be paid as a monetary contribution, in circumstances as follows:

4.5.1 at the completion of the last Plan of Subdivision of the Development if the value of the completed Proposed Land Transfers at that time is less than the final, total required Social Infrastructure Contribution, and the difference between the Proposed Land Transfers and the total required Social Infrastructure Contribution is less than the value of a lot or lots remaining, that might be transferred to Council, the balance shall be paid as money;

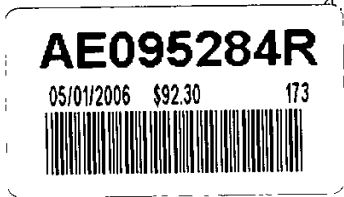
4.5.2 at any time, over the course of the Development, with the agreement of all the parties, subject to the maintenance of the Social Infrastructure Contribution (as either Proposed Land Transfers or money) at a value which is equal to or exceeds the Social Infrastructure Contribution to be paid to the relevant time, in the Development.

**4.6 Lots selected**

The lots to be transferred to the Council as Proposed Land Transfers shall be nominated by the Developer and accepted in the Council's discretion (acting reasonably) and such lots shall be fully serviced, effectively in readiness for a statement of compliance to be issued for the relevant lot as part of the particular Plan of Subdivision.

**4.7 Valuing the Proposed Land Transfers**

The value given to a lot or lots which will form Proposed Land Transfers shall be the market value of the lot or lots and shall be calculated as follows:



- 4.7.1 the value shall be assessed at the statement of compliance date, or likely date, for the subdivision incorporating the particular lot;
  - 4.7.2 the assessed value shall exclude GST;
  - 4.7.3 the parties shall endeavour, acting reasonably, to agree a value for the particular lot or lots;
  - 4.7.4 failing agreement between the parties as to the value of the lot or lots each of the parties shall (at their own respective cost) obtain a valuation from an independent registered valuer of the relevant lot or lots to be transferred and thereafter at a valuer's conference, the parties and the valuers shall endeavour to settle an agreed value;
  - 4.7.5 failing agreement via the method set out in the immediately preceding clause 4.7.4, a third valuation shall be obtained (at the parties equal joint cost) from an independent valuer nominated by the President for the time being of the Real Estate Institute of Victoria and thereafter the value to be set shall be the average of the three valuations which have been obtained on the basis set out above.
- 4.8 At the time of the provision of the Proposed Land Transfer the Owners shall ensure the provision to the Council, prior to the issue of a Statement of Compliance for the particular Plan of Subdivision, an executed transfer of land together with any other necessary documents, consents, or requirements in order to allow the Council, immediately following the registration of the relevant Plan of Subdivision to lodge the Transfer with the Titles Office and achieve the registration of the transfer.

**ROAD RESERVE, FOOTPATHS & NATURE STRIP**

**4.9 Transfer of Road Reserves**

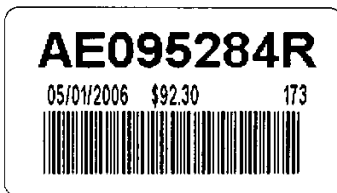
- 4.9.1 All Road Reserves shall be specified as road reserves on any relevant Plan of Subdivision and accordingly will vest in Council, at no cost to Council, upon registration of the Plan of Subdivision.
- 4.9.2 If the location of the roads comprising the Road Reserves are to be modified, any modification must be to Council's satisfaction.

**4.10 Works to Road Reserve**

- 4.10.1 The Owners and the Developer will procure the carrying out of any and all road works associated with the Development in the Road Reserves including the construction of all internal roads within the yet to be subdivided areas.
- 4.10.2 All costs associated with clause 4.10.1 are to be borne by the Owners and the Developer.

**4.11 Works to footpaths and nature strip**

- 4.11.1 The Owners and the Developer shall be responsible for the construction, and cost of construction, of footpaths and nature strip works (including planting) on the Land.
- 4.11.2 The works in clause 4.11.1 shall be in accordance with any appropriate engineering and other plans approved by Council prior to



the commencement of any such works and modified to Council's satisfaction.

- 4.11.3 The works in clause 4.11.1 must be completed prior to the issue of a Statement of Compliance for the planning permit for the Stage in which the works are located.

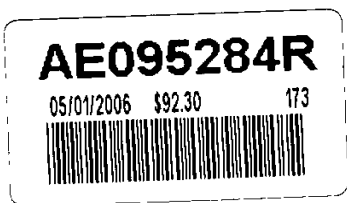
**RESERVES**

**4.12 Transfer of Reserves**

- 4.12.1 All Reserves shall be specified as reserves on any relevant Plan of Subdivision and accordingly will vest in Council, at no cost to Council, upon registration of the Plan of Subdivision.
- 4.12.2 If the size and location of the Reserves are to be modified, any modification must be to Council's satisfaction.

**4.13 Works to Reserves**

- 4.13.1 Individual landscape plans are to be submitted for approval for each and all Reserves proposed within 30 days of approval by Council of the plans and specifications for engineering works required for the Plan of Subdivision that creates the relevant reserve, such individual landscape plan must comply with the principals set out in the approved Landscape Plan and include details of all construction, planting and other aspects.
- 4.13.2 In respect of the individual landscape plans submitted in accordance with clause 4.13.1, Council shall, within 30 days of receipt, either:
  - (a) approve any individual landscape plan submitted; or
  - (b) provide advice as to the amendments required by Council and that the individual landscape plan is to be resubmitted for approval.
- 4.13.3 The Owners and the Developer shall procure, at their own cost:
  - (a) the carrying out of all landscaping works in accordance with any relevant approved individual landscape plan and the Landscape Plan and otherwise to the satisfaction of the Council;
  - (b) the installation of any recreational furniture, playing equipment or apparatus or any other recreational equipment, where all such furniture, equipment and apparatus shall meet Council's health and safety and other requirements and shall be to Council's satisfaction.



**4.14 Maintenance of Reserves**

- 4.14.1 The Owners and the Developer shall, at their own cost, Maintain landscaping in accordance with the individual landscape plans referred to in clause 4.13.1 for a period of not less than 12 months from the date of Practical Completion of the landscape works depicted on each individual landscape plan.

4.14.2 Prior to the handing over to Council of the responsibility for the maintenance of the Public Open Space Reserves, the Owners and the Developer will procure the:

- (a) provision of "as constructed" plans of the landscaping works to Council;
- (b) establishment of a maintenance regime, to an agreed level with Council in accordance with the individual landscape plans and the Landscape Plan;
- (c) advising of Council of any proposed hand over date;
- (d) inviting of Council to carry out an inspection of the landscaping jointly with a representative of the Owners and/or the Developer; and
- (e) rectification of any defects reasonably identified by Council in the joint inspection of the landscaping,

and upon the Owners and the Developer satisfying the requirements for this clause, Council will provide appropriate written advice for the acceptance of the relevant works to the Owners and the Developer.

#### **4.15 Transfer of Retarding Basins**

4.15.1 All Retarding Basins shall be specified as reserves on any relevant Plan of Subdivision and accordingly will vest in Council, at no cost to Council, upon registration of the Plan of Subdivision.

4.15.2 The final location and size of the areas comprising the Retarding Basins are to be to the Council's satisfaction.

#### **4.16 Works to and Maintenance of Retarding Basins**

4.16.1 The Owners and the Developer shall, at their own cost, undertake the construction and other works to the Retarding Basins that are necessary in order to comply with the Development Plan generally and any other, reasonable requirements of Council in terms of construction specifications, prior to the issue of a Statement of Compliance for any Plan of Subdivision in which a Retarding Basin is located.

4.16.2 After the Retarding Basins are transferred to Council, Council will be responsible for any ongoing maintenance in respect of the Retarding Basins.

#### **4.17 Transfer of Erosion Areas**

All Erosion Areas shall be specified as reserves on any relevant Plan of Subdivision and accordingly will vest in Council, at no cost to Council, upon registration of the Plan of Subdivision.

#### **4.18 Works to and Maintenance of Erosion Areas**

The Owners and the Developer shall, at their own cost, undertake the erosion control works specified in the Report on Erosion Issues to the Erosion Areas prior

to the issue of a Statement of Compliance for the Plan of Subdivision in which the relevant Erosion Area is located.

**4.19 Works on Plantation Reserve**

Upon the commencement of the development of any Stage of the Development which abuts the proposed Plantation Reserve along the Northern Highway, the Owners and the Developer shall at their own cost procure all the landscaping works to the Plantation Reserve as contemplated in accordance with the Landscape Plan, to the satisfaction of the Responsible Authority, provided further

- 4.19.1 the Owners and the Developer may submit to the Council a proposal to carry out the works within the Plantation Reserve on a staged basis, which the Council shall consider and not unreasonably refuse;
- 4.19.2 regardless of any other provision in this agreement, at the time of any attempt to subdivide land contained within Stages of the Development abutting the Northern Highway, the relevant portions of the Plantation Reserve abutting those Stages must have their works entirely completed, as a precondition to the issue of a statement of compliance in respect of any Plan of Subdivision within the relevant Stage.

**4.20 Transfer of Plantation Reserve**

The Plantation Reserve shall be transferred to the Council as a reserve on the relevant Plans of Subdivision containing the Plantation Reserve within the relevant Stage of the Development, or at some other earlier date in the discretion of the Council.

**4.21 Maintenance of Plantation Reserve**

The Owners and the Developer shall be obliged to Maintain, at their own cost, the landscaping and works within the Plantation Reserve in accordance with the Landscape Plan for a period of not less than one (1) year from the date of the transfer of the relevant part of the Plantation Reserve to the Council.

**4.22 Community Centre Site**

The Community Centre Site shall be specified as a reserve on any relevant Plan of Subdivision and accordingly will vest in Council, at no cost to Council, upon registration of the Plan of Subdivision, provided:

- 4.22.1 the Community Centre Site shall be cleared and serviced for water, sewerage, electricity and gas and have and includes a crossover of not less than six (6) metres in width;
- 4.22.2 transfer of the Community Centre Site, also in accordance with clause 4.22.1, shall be a precondition to any statement of compliance sought within Stage 2.



**OFF-SITE PHYSICAL INFRASTRUCTURE CONTRIBUTIONS**

**4.23 Road and Footpath Works - Off-site**

The Owners and the Developer shall provide, at their own cost, the following works to the Council's satisfaction:

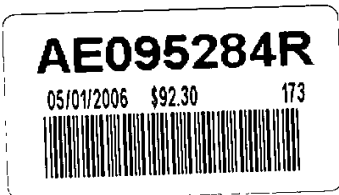
- 4.23.1 road works at the Northern Highway access to the Development as identified in the Traffic Impact Report, which will be undertaken to the satisfaction of Council and Roads Corporation, prior to a Statement of Compliance for any Plan of Subdivision in Stage 2;
- 4.23.2 improvements to Pretty Sally Drive as identified in the Traffic Impact Report including, if considered necessary by Council, a roundabout, as a precondition to any statement of compliance for any Plan of Subdivision in Stage 3;
- 4.23.3 construction of a footpath along the eastern side of Pretty Sally Drive from the southern boundary of the Development to Darraweit Road then along the northern side of Darraweit Road to Dudley Street , being a concrete footpath 1.5 metres wide (with necessary reinstatement works to nature strips and the like);
- 4.23.4 a pedestrian crossing (excluding signal lights) across Darraweit Road, to meet the existing footpath on the south side.

**4.24 Intersection Works - Northern Highway and Darraweit Road**

4.24.1 The Owners and Developer shall contribute to one third of the total cost of the Intersection Works (including traffic lights) required at the intersection of the Northern Highway and Darraweit Road with balance cost contributed respectively one third via the Council and by the adjacent development (via its owners or developer) known as Hidden Valley Development, and in order to secure and give effect to this obligation, the following applies:

- (a) as to the precise plans and specifications for the Intersection Works, these shall be to the satisfaction of Roads Corporation and the Council;
- (b) the parties agree to expedite together, negotiations with Roads Corporation to establish an arrangement for the earliest possible construction of the Intersection Works;
- (c) the parties shall jointly endeavour to ensure that the obligation to pay for the Intersection Works is on the basis of payment at a time when such works have commenced, or are about to commence (ie within six to twelve months), rather than any payment at an early stage to a pool of funds, with construction unreasonably deferred;
- (d) the Council may require from the Owners and Developer a guarantee, generally in accordance with clause 7 of this Agreement, in respect of the obligations to contribute to the Intersection Works.

4.24.2 Irrespective of clause 4.24.1, in terms of the timing of payment, the Owners and Developer shall not be required to pay any monies in relation to the Intersection Works until such time as Roads Corporation requires payment, and such payment shall be made directly to Roads Corporation, unless Roads Corporation requests or agrees to other arrangements.



**5 LONG TERM COVENANTS**

## **NORTHERN PLANTATION LAND**

### **5.1 Northern Plantation Land - Formation**

Prior to the issue of a Statement of Compliance for the first Plan of Subdivision affecting Stage 3, the Owners and the Developer shall, at their own cost, fence the Northern Plantation Land with the Northern Fence and the Southern Fence and plant the Northern Plantation Land within indigenous plant species in accordance with the Landscape Plan.

### **5.2 Southern Fence Requirement**

5.2.1 The Southern Fence required under clause 5.1 shall be erected to protect the plantation in the Northern Plantation Land.

5.2.2 Council will consent to removal of the Southern Fence when the Council is satisfied that the Northern Fence and the plantation in the Northern Plantation Land combined provide a sufficient barrier between the adjoining land to the north of the Northern Plantation Land and the Development, and that this barrier is adequate to prevent dogs disturbing stock on the adjoining land to the north.

5.2.3 Council will review the requirement in clause 5.1 for the Southern Fence when a Statement of Compliance is issued for the first stage of a subdivision creating Affected Lots.

### **5.3 Maintenance**

The Developer shall Maintain the Northern Plantation Land to the Council's satisfaction until the issue of a Statement of Compliance for the final Plan of Subdivision for the Development. Thereafter, the Owners shall maintain the Northern Plantation Land.

### **5.4 Future owners**

It is the acknowledged intention of this agreement to ensure that the Northern Plantation Land remains as a buffer to the area to the north of the Development, in perpetuity, therefore it is acknowledged that at the relevant time within the Development, the Council will require the execution of a specific FurtherSection 173 Agreement which shall be lodged upon, and encumber, the various Affected Lots as determined by the Council to secure the indefinite existence of the fencing and planting and long term maintenance of the area.

## **LOT CHARACTERISTICS**

5.5 The Plan of Subdivision for each Stage of the Development must contain details regarding the following, which must be to Council's satisfaction:

5.5.1 single storey and building covenants in respect of those relevant of the Affected Lots and any other lots for which Council considers it, acting reasonably, appropriate;

5.5.2 building envelopes in respect of any lots for which Council considers it appropriate, in order to show that the lots will be used in accordance with the performance capabilities of the lots;

5.5.3 an appropriate higher density lot layout for the lots abutting Reserves and Road Reserves;

5.5.4 it is acknowledged by the parties that at later stages of the Development, the Council shall require, and the Owners and Developer shall agree, to the implementation of Further Section 173 Agreements, to be registered over the relevant lots, which encompass and secure, in perpetuity, the requirements in respect of lot characteristics contemplated in this clause.

## 6 FURTHER COVENANTS OF THE OWNERS AND DEVELOPER

### 6.1 Acknowledgment of Permit Requirements

The Owners and the Developer acknowledge and agree that, while this Agreement in its broad terms specifies the total extent of any development contribution for which the Owners and the Developer are liable in the development the Land, it is recognised that individual permits for the staged subdivision of the Land shall include all normal requirements relating to such subdivision, imposed by any referral agency or authority or otherwise normally required by the Council, relating to such matters as drainage, lighting, footpaths, subdivisional layout, building and siting controls and other related matters.

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### 6.2 Successors in title

Subject to clauses 6.11 and 7, until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act (if it is recorded at all), the Owners must ensure that the Owners' successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owners, being party to this Agreement, remain liable to perform all of the Owners' obligations contained in this Agreement.

### 6.3 Further Assurance

The Owners and the Developer must do all things necessary (including signing any further agreement, acknowledgment or document) to enable Council to record this agreement on the folio of the Register that relates to the Land, if Council elects to do so.

### 6.4 Payment of Council's costs

The Owners and the Developer agree to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, registration and enforcement of this Agreement.

### 6.5 Mortgagee to be Bound

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

### 6.6 Indemnity

The Owners and the Developer covenant to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable

to any non-compliance with this Agreement by the Developer and or the Owners. However the Developer shall not be liable for any acts or omissions of any Owner who is not an Owner at the time of execution of this Agreement.

**6.7 Non-compliance**

If the Owners and the Developer have not complied with this Agreement within 14 days after the date of service on the Owners and the Developer by the Council of a notice that specifies the Owners' and the Developer's failure to comply with any provision of this Agreement, the Owners and the Developer covenant:

- 6.7.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 6.7.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owners' and the Developer's non-compliance;
- 6.7.3 to pay interest at the rate of 2% above the rate prescribed under the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 6.7.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owners' and the Developer's obligations under this Agreement,

and the Owners and the Developer agree:



- 6.7.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owners' and the Developer's non-compliance with this Agreement;
- 6.7.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 6.7.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 6.7.8 if the Owners and the Developer execute a mortgage as required by clause 6.7.4, any breach of this Agreement is deemed to be a default under that mortgage.

**6.8 Standard of Works**

The Owners and the Developer covenant to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost (unless specified to be the cost of another party) and to the satisfaction of the Council.

**6.9 Council Access**

The Owners and the Developer covenant to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

**6.10 Covenants run with the Land**

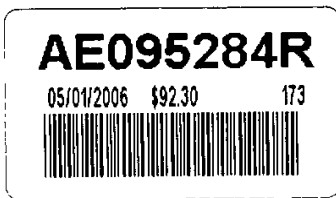
Subject to clause 6.11, the Owners' and the Developer's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owners and the Developer and any successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

**6.11 Individual Lot liability and release of this Agreement**

6.11.1 The Council acknowledges that the majority of obligations in this Agreement shall be with the Developer and the current Owners as participants in the Development, or some subsequent Developer of the Land (if any), with the intention being that only the obligations described in clause 5.4 and 5.5.4 are intended to encumber purchasers of individual lots created, and then only those relevant individual lots.

6.11.2 This Agreement will cease to apply to particular individual lots upon Council's issue of a statement of compliance for the relevant Stage in which that lot is located, with the exception of the Affected Lots and those lots specified by Council as being affected by clauses 5.4 and 5.5.4 of this Agreement.

6.11.3 This Agreement may be ended with regard to particular Affected Lots and particular lots to which clauses 5.4 and 5.5.4 apply, upon the recording pursuant to section 181 of the Act of a Further Section 173 Agreement which applies to those particular lots and which includes any ongoing obligations contemplated by this Agreement in respect of those lots, to the satisfaction of the Council.



**6.12 Owners' warranty**

The Owners warrant and covenant that:

6.12.1 the Owners are the registered proprietors of the Land and are also the beneficial owners of the Land;

6.12.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owners affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;

6.12.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and

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

**6.13 Step In Developer**

In any case where the Owner wishes to replace, either in part or in total, the Developer of the Land, such replacement shall be subject to:

- 6.13.1 acknowledgement by the Owners, via this sub-clause that no further development can occur without compliance with this clause 6.13;
- 6.13.2 the Council's prior written consent, which shall not be unreasonably withheld, and
- 6.13.3 on the basis of such replacement, the Developer agreeing to execute an agreement with the Council and the Owners on similar terms to this Agreement.

**6.14 Development Plan and Plan**

It is acknowledged by the parties that the Plan at Schedule 1 is to act only as a guide in understanding this Agreement and that the Development Plan (as approved by Council from time to time) should be referred to and relied upon as the key plan to refer to for interpretation of this Agreement. Specifically, the Development Plan applying from time to time may or may not continue to be consistent with the Plan at Schedule 1 and details of the approved Development Plan, from time to time, may be obtained from the Council.

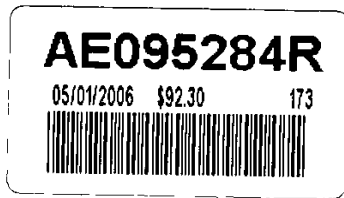
**6.15 Order of Development**

The Development shall commence with Stage 1 and proceed chronologically through to Stage 17, unless otherwise approved by the Council via a change to the Development Plan.

**7 SECURING COMPLIANCE WITH AGREEMENT**

**7.1 Registration of Agreement**

The Council may, in its discretion, register this Agreement under section 181 of the Act over the Land, provided that Council may accept an alternative arrangement to registration over all of the Land as security for the compliance with the Agreement by the Owners and the Developer as follows:



- 1.1 registration of the Agreement over a separate title created out of the Land, such as a super lot, of a size, location and value, to the satisfaction of the Council;
- 1.2 the provision of a guarantee, as otherwise provided in this clause 7, either, entirely, or in partial, substitution for registration of the Agreement, generally to the satisfaction of the Council.

**7.2 Owners to guarantee**

Where permitted by Council for the partial or complete securing of compliance with any part or all of this Agreement, the Owners provide a guarantee the Owners and the Developer shall lodge with the Council a bank guarantee or other suitable security ("**guarantee**") to the satisfaction of the Chief Executive Officer of the Council in the amount specified by the Council.

**7.3 Guarantee to be security**

The guarantee is security for the due, prompt and proper observance and performance by the Owners and the Developer of their obligations and liabilities under this Agreement.

**7.4 Return on satisfaction of obligations**

The Council will return the guarantee to the Owners and the Developer when all of the Owners' and the Developer's obligations and liabilities to which the guarantee relates have been completely satisfied or, if the Owners and the Developer fail to satisfy all of those obligations and liabilities, the Council may make such deductions from the guarantee as the Council considers to be necessary in order to fulfil the Owners' and the Developer's obligations and liabilities under this Agreement.

**7.5 Guarantee Release**

The Council may release any guarantee in stages as the Owners' and the Developer's obligations are reduced, as the necessary works pursuant to this Agreement are progressively completed.

**8 GOODS AND SERVICES TAX**

**8.1 Definitions and Expressions**

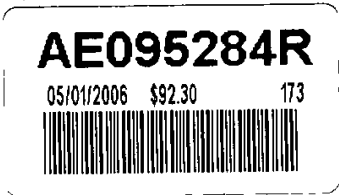
Expressions used in this Agreement that are defined in the *GST Act* have the same meaning as given to them in the *GST Act*, unless expressed to the contrary.

**8.2 Amounts payable do not include GST**

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

**8.3 Liability to pay any GST**

Subject to clause 8.4, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount ("Recipient") must pay to the other party ("Supplier") a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.



**8.4 Tax Invoice**

A party's right to payment under clause 8.3 is subject to a Tax Invoice being delivered to the Recipient.

**9 GENERAL**

**9.1 No Fettering of Council's powers**

This Agreement does not fetter or restrict the Council's power or discretion to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any Plans of Subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

**9.2 Time of the essence**

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

**9.3 Calculating Contributions**

In any case where a dollar value is expressed in this Agreement, that value shall apply until 30 June 2005, thereafter the relevant amount shall be increased, annually on 1 July of that year and each subsequent year by the Consumer Price Index (Melbourne) or like indicator.

**9.4 Governing law and jurisdiction**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

**10 NOTICES**

**10.1 Service of notice**

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 10.1.1 personally on the person;
- 10.1.2 by leaving it at the person's address set out in this Agreement;
- 10.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 10.1.4 by facsimile to the person's current number notified to the other party.

**10.2 Time of service**

A notice or other communication is deemed served:

- 10.2.1 if served personally or left at the person's address, upon service;
- 10.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 10.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 10.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

**11 INTERPRETATION**

In this Agreement, unless the contrary intention appears:

- 11.1 the singular includes the plural and vice versa;

- 11.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 11.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 11.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 11.5 words importing one gender include other genders;
- 11.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 11.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
  - 11.7.1 two or more parties; or
  - 11.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 11.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 11.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 11.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 11.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 11.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 11.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 11.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.



EXECUTED as a deed.

20 Signed for and on behalf of the **Mitchell Shire Council**  
Pursuant to the **Instrument of Delegation** issued to the  
Position of Chief Executive Officer by resolution of Council  
On 16 November, 1998

THE COMMON SEAL of the MITCHELL  
SHIRE COUNCIL was hereunto affixed in the  
presence of: )

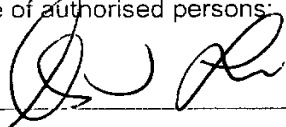


Garry R Cecil  
Chief Executive Officer

5/8/05

Date

THE COMMON SEAL of PRETTY SALLY  
HOLDINGS PTY LTD was affixed in the  
presence of authorised persons: )



ANTHONY JOSEPH ZANELLI

Director

Full name

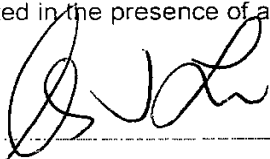
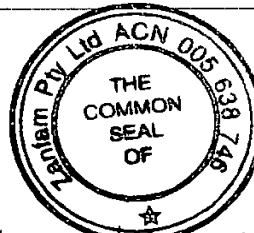
49 EDGEVALE RD, KEW 3101  
Usual address

\*Director/secretary \*Delete whichever is inapplicable

Full name

Usual address

THE COMMON SEAL of ZANFAM PTY LTD  
was affixed in the presence of authorised  
persons: )



Anthony Joseph Zanelli  
Full name

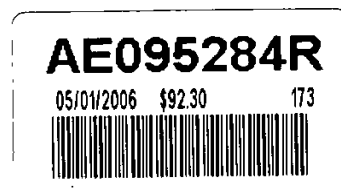
sole Director

49 Edgevale Road, Kew 3101  
Usual address

\*Director/company secretary  
\*Delete whichever is inapplicable

Full name

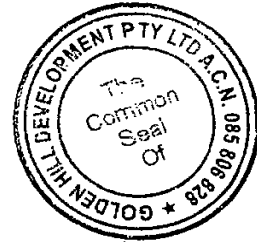
Usual address



21

THE COMMON SEAL of GOLDEN HILL DEVELOPMENT PTY LTD was affixed in the presence of authorised persons:

Seal



Sole Director *[Signature]*

Simon Kwok Shing Yu  
Full name

9 Milne Court, Wallan 3756  
Usual address

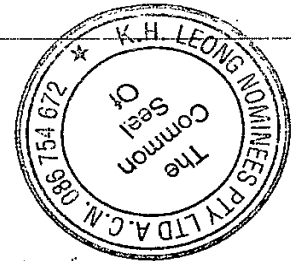
\*Director/company secretary  
\*Delete whichever is inapplicable

Full name

Usual address

THE COMMON SEAL of K.H. LEONG NOMINEES PTY LTD was affixed in the presence of authorised persons:

Seal



Sole Director *[Signature]*

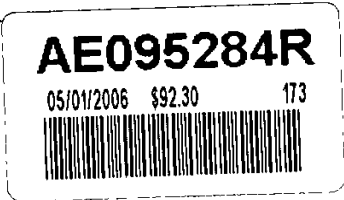
Simon Kwok Shing Yu  
Full name

9 Milne Court, Wallan 3756  
Usual address

\*Director/company secretary  
\*Delete whichever is inapplicable

Full name

Usual address



SIGNED SEALED AND DELIVERED by SWE CHIN YU in the presence of:

X *[Signature]*  
Swe Chin Yu

X *[Signature]*  
Witness JULIE DEMASTER

~~executed~~  
SIGNED SEALED AND DELIVERED by BUEY BUEY NGIAM in the presence of: by being signed, sealed and delivered by her Attorney Simon Kwok Shing Yu pursuant to Power of Attorney dated 1/6/2005

*[Signature]*  
Simon Kwok Shing Yu

In the presence of:  
Witness

*[Signature]*  
Witness Emilia Monteleone

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**SCHEDULE 1**  
**(Plan)**

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# PRETTY SALLY MEADOWS PLAN










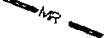
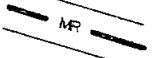
## AE095284R

05/01/2006 \$92.30 173



This plan is indicative for a Section 173 Agreement and can be amended by Council from time to time. Consult the Council for the latest version.

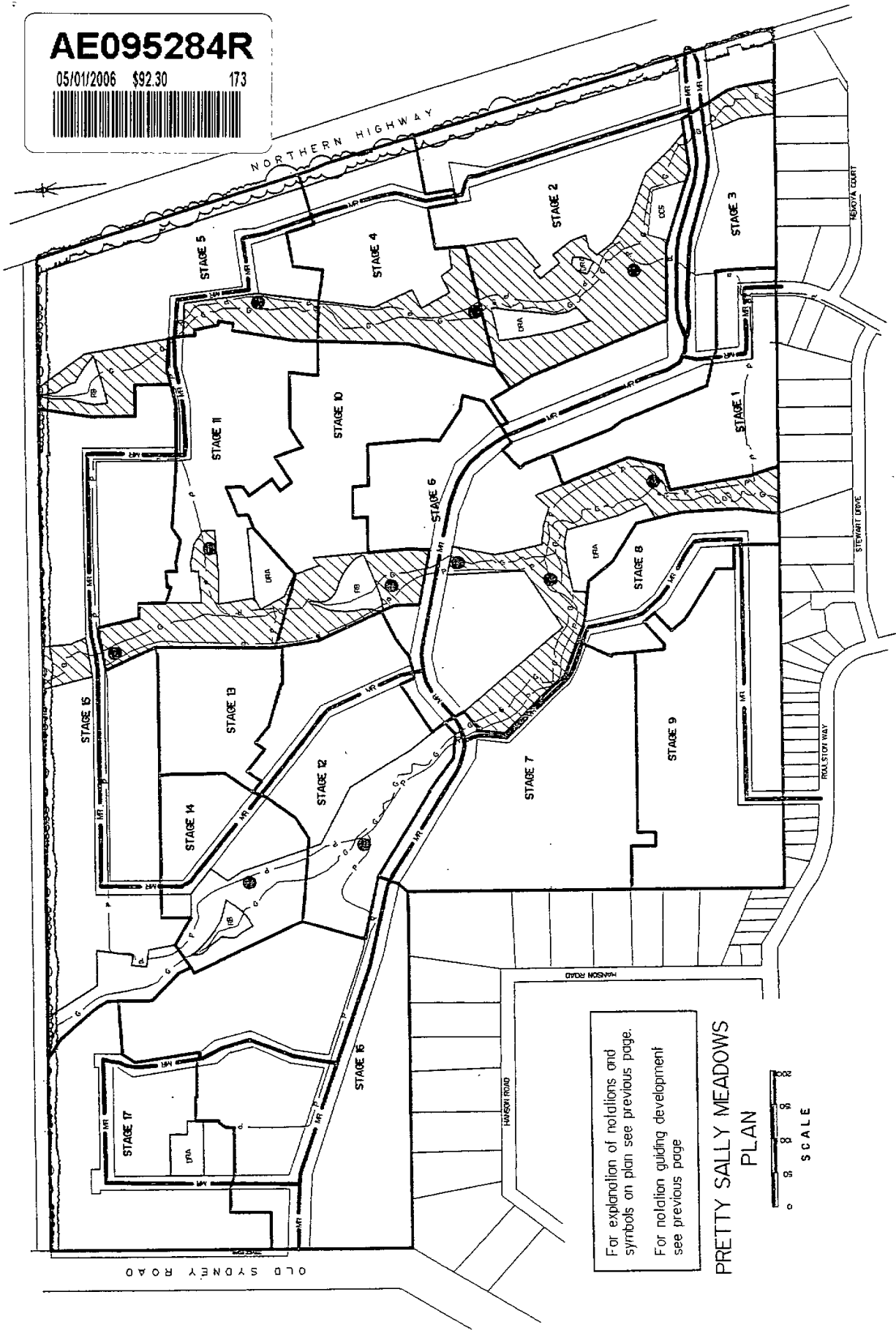
INDICATIVE DEVELOPMENT SUMMARY			
Total Area	138.17 HA	Average lot size	960 SM
Reserves		Density of Development	
Plantation Reserve	2.0 HA	Grass Density	6.25 Lots per ha
Retarding Basins	0.90 HA	Net Density	10.41 Lots per ha
Developed Recreation Areas	1.90 HA	Lot Size Distribution	No of Lots %
Landscaped Open Space	21.80 HA	300 sm - 599 sm	155 17.9
Community Centre Site	2700 sm	600 sm - 799 sm	255 29.5
Road Reserves	28.51 HA	800 sm - 1199 sm	315 36.3
Net Residential Area	83.06 HA	Over 1200 sm	140 15.3
Number of Housing Lots (including housing lots with common property)	865	Total	865 100

LEGEND	
	Retarding Basins Indicative To be provided at Developers cost
	Developed Recreation Areas Total Area 1.7 Hectares To be developed at developers cost to include planting, play ground equipment Bar be cue, seating, drinking fountain and leveled informal ball playing area.
	Open Space Reserve Linkages / Landscaped Open Space exclusive of retarding basins and developed open space area contain 21.8 Hectares. To be developed at developers expense in accordance with Landscape Design Guidelines.  Open space reserves along water courses Developed landscaped and planted at developer expense. Containing: Constructed pedestrian linkages Pedestrian nodes Recreation areas Retarding basins Storm water cleansing treatment
	Community Centre Site
	Plantation Reserves 20 metres wide 1.8 Hectares Adjacent to Northern Highway. To be fenced and planted at the developers expense in accordance with Landscape Design Guidelines.
	Tree Plantation 10 metres wide adjacent to rural road to north. The plantation to be planted and fenced at developers expense in accordance with Landscape Design Guidelines. The plantation to be protected by the provisions of an agreement.
	Centre of gully & Wetlands
	Major Pedestrian Linkages To be constructed at developers expense
	Pedestrian Node Points. Landscaped & Developed at developers expense in accordance with attached Plan Three and the Landscape Design Guidelines
	Major Road Links (Contained within Road Reserves)
	Road Reserves

DEVELOPMENT REQUIREMENTS							
AREA OF APPLICATION	REQUIREMENT						
Stages 5, 15 and 17	Graduate allotment sizes to larger at rural interface in northern stages and in appropriate locations consider housing envelopes away from rear of lots & single storey controls						
Allotments immediately east of Old Sydney Road	Provide larger lot sizes along Old Sydney Road with new service road access						
Allotments north of exiting lot on the north side of Hanson Road	Provide larger lot sizes of interface with existing Low Density Residential area to south						
Allotments east of exiting lots on the east side of Hanson Road	Lot width and size designed to address compatibility of interface with existing Low Density Residential area and proposed residential development						
Allotments north of exiting lot on the north side of Roulston Way, Stewart Drive and Nemoya Court	Lot width & size to be designed to address compatibility of interface with existing residential area to south						
Intersection of Northern Highway and new internal road	Single Entrance to Northern Highway including Gateway treatment						
Road Reserves to have the following widths:	<table border="0"> <tr> <td>Man reserve connecting Northern Highway to Old Sydney Road</td> <td>30- 40 m</td> </tr> <tr> <td>Roads reserves providing access to rear of allotments.</td> <td>10 m</td> </tr> <tr> <td>All other reserves</td> <td>20 m</td> </tr> </table>	Man reserve connecting Northern Highway to Old Sydney Road	30- 40 m	Roads reserves providing access to rear of allotments.	10 m	All other reserves	20 m
Man reserve connecting Northern Highway to Old Sydney Road	30- 40 m						
Roads reserves providing access to rear of allotments.	10 m						
All other reserves	20 m						
Public open space interfaces and along access routes from Northern Highway	Encourage higher densities						

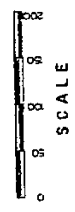
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05/01/2006 \$92.30 173



For explanation of notations and symbols on plan see previous page.  
 For notation guiding development see previous page

PRETTY SALLY MEADOWS  
 PLAN



OLD SYDNEY ROAD

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**SCHEDULE 2**  
**(Fencing Specifications - Northern Fence and Southern Fence)**

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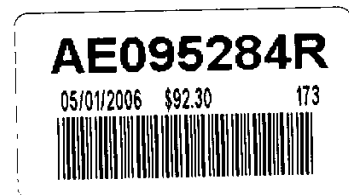
## FENCING SPECIFICATION NORTHERN PLANTATION

### SOUTH FENCE

Fence height: 1.17 metres  
Posts: 100 mm dia. treated pinex 1.7 metres long @ 15 metre centres  
Droppers: Steel star posts x 1.65 metres long @ 5 metre centres  
Top wire: 1.57 mm dia high tensile barbed  
Bottom wire: 2.5 mm dia. High tensile plain  
Mesh: 8/90/15 Watarah hinge joint or equivalent  
Corner Assemblies: 150 mm dia. Pine posts x 2m long with 100 dia treated pine stays.

### NORTH FENCE

Fence height: 1.5 metres  
Intermediate Posts: 40 mm dia. Galvanised pipe x 2.1 metres long @ 4 metre spacing  
Strainer & corner posts: 50 mm dia. Galvanised Pipe x 2.25 metres long at all changes of direction complete with bracing struts from 42.4 mm dia, galvanised pipe.  
Footings: Intermediate Posts 250 mm dia. X 600 mm deep  
Corner Posts 250 mm dia. X 750 mm deep  
Bracing Struts 250 mm dia. X 600 mm long  
All footing to be backfilled with concrete left 50 mm proud of ground surface and shaped to drain.  
Caps: All posts to be fitted with waterproof caps  
Mesh: Chain wire from 3.15mm heavily galvanized dia wire with 50mm mesh size. Top and bottom of mesh to be knuckled selvedge.  
Wires: Three support cables one at the top, one in the centre and one at the bottom shall be provided. Each support cable shall consist of two strands of 3.15 mm dia wire  
Tie and lacing wire to be 2.00 mm dia. wire





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**AG432820B**

01/04/2009 \$99.90 110



**Statement of Compensation Paid  
Section 110(2) Planning and Environment Act 1989**

**Privacy Collection Statement**

The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Lodged at the Office of Titles by:

Name: Garland Hawthorn Brahe  
Phone: 9629 5551  
Address: Level 20, 31 Queen Street, Melbourne  
Ref: MJ:613239  
Customer Code: 841Y

The Applicant having paid compensation to the Owners or Occupiers requests that a recording of this Statement be made in the Register for the land.

Land for which compensation has been paid:  
Certificate of Title Volume 10957 Folio 862

Applicant: Roads Corporation of 80 Denmark Street Kew Victoria 3101

Owners or Occupiers:  
Buey Buey Ngiam, Swe Chin Yu, Zanfam Pty Ltd, K H Leong Pty Ltd and Golden Hill Development Pty Ltd of 15 Woodlawn Street Richmond 3121

Details of Compensation:  
Pursuant to a Deed of Release dated 6 November 2008

Amount paid: \$2,800,000

Reason for compensation:  
Financial Loss due to refusal to grant a permit

Section and Act under which compensation paid:  
Section 98(2) of the *Planning and Environment Act 1989*

Signature for Applicant:

Name of Officer: Alan Bull

Date: 19 March 2009

**Application by a responsible authority for the  
making of a recording of an agreement  
Section 181 Planning and Environment Act 1987**

**Form 18**

Lodged by:

Name: Russell Kennedy Solicitors  
Phone: 9609 1555  
Address: Level 12, 469 La Trobe Street, Melbourne 3000  
Ref: SLW 120940-01774  
Customer Code: 1513M

**AH865185B**

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Controlled under statutory authority  
and is used for the purpose of  
maintaining publicly searchable  
registers and indexes in the  
Victorian Land Registry.

The 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: *(Insert volume and folio reference) (if part only, define the part)*

Part of volume 10957 folio 862 now being Lot B on PS547624J the whole of the land contained in certificate of title volume 11225 folio 719

Authority: *(full name and address including postcode)*

Mitchell Shire Council of 113 High Street, Broadford, 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:

DAVID BLORE, ACTING GENERAL MANAGER  
PLANNING & ENVIRONMENT

Date:

25 MARCH 2011

**RUSSELL KENNEDY**  
MEMBER OF THE KENNEDY STRANG LEGAL GROUP

**AH865185B**

29/03/2011 \$105.20 173



**MITCHELL SHIRE COUNCIL**

and

**PRETTY SALLY HOLDINGS PTY LTD**

**ZANFAM PTY LTD**

**GOLDEN HILL DEVELOPMENT PTY LTD**

**K. H. LEONG NOMINEES PTY LTD**

**SWE CHIN YU**

**BUEY BUEY NGIAM**

**TRC (AUST) PTY LTD**

and

**ROADS CORPORATION**

**AGREEMENT MADE PURSUANT TO  
SECTION 173 OF THE *PLANNING AND  
ENVIRONMENT ACT 1987***

---

**SPRINGRIDGE ESTATE – VICROADS  
AGREEMENT**

LEVEL 12  
469 LA TROBE STREET  
MELBOURNE VIC 3000

PO BOX 5146AA  
MELBOURNE VIC 3001  
DX 494 MELBOURNE

P. +61 3 9609 1555  
F. +61 3 9609 1600

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

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**AH865185B**



2010

**THIS AGREEMENT** is made on 27th January 2011

**PARTIES**

- 1 **Mitchell Shire Council**  
of 113 High Street, Broadford, Victoria 3658  
("Council")
  
- 2 **Zanfam Pty Ltd**  
ACN 005 638 746  
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084  
  
**Golden Hill Development Pty Ltd**  
ACN 085 806 828  
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084  
  
**K H Leong Nominees Pty Ltd**  
ACN 086 754 672  
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084  
  
**Swe Chin Yu**  
of 20 Sydney Street, Kilmore, Victoria 3764  
  
**Buey Buey Ngiam**  
of 20 Sydney Street, Kilmore, Victoria 3764  
  
**TRC (AUST) Pty Ltd**  
ACN 137 500 611  
of 1/460 Lower Heidelberg Road, Heidelberg Victoria 3084  
  
("Owners")
  
- 3 **Pretty Sally Holdings Pty Ltd**  
ACN 111 744 382  
of 20 Sydney Street, Kilmore, Victoria 3764  
  
("Developer")
  
- 4 **Roads Corporation**  
of 80 Denmark Street, Kew, 3101  
  
("VicRoads")

**RECITALS / BACKGROUND**

- A The Owners are the registered proprietors of the Land.
- B The Owners and Developer are undertaking the Development.
- C Council is the responsible authority pursuant to the Act for the Scheme.
- D VicRoads has particular requirements in relation to the Development.
- E The Owners, the Developer, Council and VicRoads have agreed to enter into this Agreement in order to:



- detail the requirements of VicRoads;
  - define the requirements of VicRoads in respect of the Development both current and future;
  - set out the basis for securing compliance with the VicRoads' requirements.
- F As at the date of this Agreement, the Land is encumbered by Mortgage No. AD968369B in favour of the Mortgagee. The Mortgagee has consented to the Owners entering into this Agreement with respect to the Land.
- G This Agreement is made under Division 2 of Part 9 of the Act and as a Deed of Agreement at common law.

**THE PARTIES AGREE THAT:**

**1 DEFINITIONS**

In this Agreement:

- 1.1 **"Act"** means the *Planning and Environment Act 1987*.
- 1.2 **"Agreement"** means this deed, including the recitals and any annexures to this deed.
- 1.3 **"Business Day"** means Monday to Friday excluding public holidays in Victoria.
- 1.4 **"Detailed Design Plans"** means:
- drawings numbered 35340/2 Revision F Sheets 1 to 22 (inclusive) prepared by Watson's Pty Ltd ("Watson's Drawings") and
  - a covering letter from VicRoads to Watson's Pty Ltd dated 31 March 2010 specifying required modifications to the Watson's Drawings.
- 1.5 **"Developer"** means Pretty Sally Holdings Pty Ltd, or any other entity which may be substituted as the Developer in accordance with this Agreement.
- 1.6 **"Development"** means the development of the Land as the balance of the Springridge Estate generally in accordance with the Development Plan.
- 1.7 **"Development Plan"** means the various plans and documents approved by the Council to meet the requirements of the Development Plan Overlay Schedule 8 in the Scheme including:
- 1.7.1 as amended by the plan and documents prepared by Taylor Development Strategists approved by Council on 26 March 2007; and
- 1.7.2 still incorporating:
- (a) Traffic Impact Report prepared by Ratio Consultants Pty Ltd dated December 2004;
  - (b) Landscape Design Guidelines prepared by Hansen Partnership Pty Ltd dated December 2004;



- (c) Arboricultural Report prepared by Homewood Consulting Services dated 5 December 2004;
- (d) Report on Erosion Issues prepared by Banon Consultants dated November 2004;
- (e) Soil and Water Report prepared by Banon Consultants dated November 2004; and
- (f) Native Grasses Report prepared by Homewood Consulting Services dated 4 December 2004;

PROVIDED the Development Plan approved for the purposes of the Development may be amended from time to time, by the Council in accordance with the Scheme.

- 1.8 **"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- 1.9 **"GST"** means the goods and services tax as defined in the *GST Act*.
- 1.10 **"Input Tax Credit"** in relation to a supply, means a credit under the *GST Act* for the GST payable by the recipient in respect of the supply.
- 1.11 **"Intersection Works"** means the works (including traffic lights) required at the intersection of the Northern Highway and Darraweit Road, in respect of which this Development shall be partially responsible, as detailed in this Agreement.
- 1.12 **"Land"** means the land (in the Development) described as Lot B on the proposed plan of subdivision prepared by Watsons Urban Development Consultants and Managers dated 1 April 2009 (Ref 35340/Stg 2) Version 7 marked "A" attached to this Agreement at Schedule 1 being part of the land in certificate of title volume 10957 folio 862.
- 1.13 **"Owners"** means the owner or owners from time to time, of the Land or parts of the Land.
- 1.14 **"Plan of Subdivision"** means any Plan of Subdivision registered during the Development, which will include any staged Plan of Subdivision and may, or may not equate to a Stage of the Development.
- 1.15 **"Scheme"** means the Mitchell Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.16 **"Stage"** means a stage of the Development from Stage 1 to Stage 14 as shown on the Development Plan.
- 1.17 **"Tax Invoice"** in relation to a supply, means an invoice for the supply required by the *GST Act* to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

## 2 COMMENCEMENT

This Agreement comes into force on the date it was made, namely upon execution by the Owners, Developer, the Council and VicRoads.

**AH865185B**



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**3 TERMINATION OF AGREEMENT**

This Agreement ends when the Owners and Developer have complied with their obligations under this Agreement or earlier by mutual agreement by all of the parties.

**4 OWNERS' AND DEVELOPER'S COVENANTS**

**4.1 Intersection Works – Northern Highway and Darraweit Road**

The Owners and Developer must contribute to the cost of the intersection works required at the intersection of the Northern Highway and Darraweit Road, such contribution calculated, secured and payable as follows:

4.1.1 The amount of the contribution is \$430,000.00;

4.1.2 The Owners and Developer have requested and the Council has agreed to facilitate or provide a mechanism for securing this payment to VicRoads, in the form of an agreement by Council to make that \$430,000.00 contribution if that becomes necessary. This arrangement between the Owners/Developer and the Council is and must continue to be secured by a Bank Guarantee for \$430,000.00 from the Owner and Developer in favour of the Council;

4.1.3 The Owners and Developer must pay the \$430,000.00 to VicRoads by the earlier of 30 June 2010 or upon demand by VicRoads, provided however, if the Owners and Developer fail to pay VicRoads within 14 days of the date of demand or 30 June 2010 (as applicable), then the Council may first call upon the Bank Guarantee for the payment of the \$430,000.00 to the Council and then the Council shall make a payment to VicRoads in the sum of \$430,000.00 effectively on behalf of the Owners and Developer;

4.1.4 If the Developer makes the payment of \$430,000.00 directly to VicRoads, then the Council shall release the Bank Guarantee;

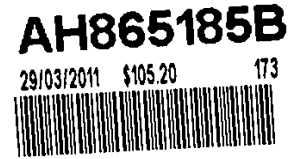
4.1.5 Without derogating from the effect of any of the sub-clauses within this clause 4.1, the parties acknowledge and agree that until the \$430,000.00 is paid to VicRoads by or on behalf of the Owners and Developer, no further Statement of Compliance for any stage of any Plan of Subdivision in respect of the Development shall be issued.

**4.2 Springridge Estate – Main Access (detailed design and traffic lights)**

The Owners and Developer must complete various road works and make particular contributions towards road infrastructure required at the Northern Highway at the main entrance to the Springridge Estate as follows:

4.2.1 It is recognised that prior to the consent of VicRoads to the issue of any Statement of Compliance for any further stage of a Plan of Subdivision of the Development, works to the satisfaction of VicRoads in accordance with the Detailed Design Plans must (to the extent they have not already been satisfactorily completed to VicRoads' standard), be completed;

4.2.2 Traffic signals as contemplated under clause 4.3.



#### **4.3 Traffic Signals**

Prior to the issue of a Statement of Compliance for the fourth stage of the Plan of Subdivision (which at the date of this Agreement is Stage 4 of the Plan of Subdivision), the Owners and Developer must install traffic signals as follows:

- 4.3.1 The traffic signals must be constructed in accordance with the Detailed Design Plans and to VicRoads' satisfaction; and
- 4.3.2 No further modifications to the works required under clause 4.2.1 of this Agreement will be required by VicRoads (other than line marking on roads, the development of conduits, changes to road signage and the like) in installing the traffic signals required by this clause 4.3; and
- 4.3.3 The total cost of all works associated with the installation of the traffic signals must be borne by the Owners and Developer; and
- 4.3.4 The Owners and Developer agree to maintain and guarantee the traffic signals for a period of 10 years following installation to VicRoads' satisfaction.

#### **4.4 Individual Lot Liability and release of this Agreement**

- 4.4.1 The Council and VicRoads acknowledge that the obligations in this Agreement are held by the Developer and the current Owners as participants in the Development, or some subsequent Owner and Developer of the Land (if any), with the intention being that none of the obligations are intended to encumber purchasers of individual lots created.
- 4.4.2 This Agreement will cease to apply to particular individual lots upon the Council's issue of a statement of compliance for the relevant Stage in which that lot is located.

### **5 FURTHER COVENANTS OF THE OWNERS AND DEVELOPER**

#### **5.1 Payment of Council's and VicRoads' costs**

The Owners and the Developer agree to pay on demand to the Council and VicRoads, the Council's and VicRoads' costs and expenses (respectively) (including any legal fees incurred on a solicitor/client basis) of and incidental to the preparation, negotiation, execution, registration and enforcement of this Agreement.

#### **5.2 Indemnity**

The Owners and the Developer covenant to indemnify and keep the Council and VicRoads and their respective officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to any non-compliance with this Agreement by the Developer and or the Owners. However the Developer shall not be liable for any acts or omissions of any Owner who is not an Owner at the time of execution of this Agreement.

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**5.3 Standard of Works**

The Owners and the Developer covenant to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost (unless specified to be the cost of another party) and to the satisfaction of VicRoads and the Council.

**5.4 Council and VicRoads Access**

The Owners and the Developer covenant to allow the Council and VicRoads and their respective officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

**5.5 Owners' warranty**

The Owners warrant and covenant that:

- 5.5.1 the Owners are the registered proprietors of the Land and are also the beneficial owners of the Land;
- 5.5.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owners affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 5.5.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 5.5.4 the Owners will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

**5.6 Step In Developer**

In any case where the Owner wishes to replace or for some reason it is otherwise sought to replace, either in part or in total, the Developer of the Land, such replacement shall be subject to:

- 5.6.1 acknowledgement by the Owners, via this sub-clause that no further development can occur without compliance with this clause 5.6;
- 5.6.2 VicRoads' and Council's prior written consent, which shall not be unreasonably withheld, and
- 5.6.3 on the basis of such replacement, the Developer agreeing to execute an agreement with the Council and VicRoads and the Owners on similar terms to this Agreement.

**5.7 Order of Development**

The Development shall commence with Stage 1 and proceed chronologically through to Stage 14, unless otherwise approved by the Council via a change to the Development Plan.

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**6 GOODS AND SERVICES TAX**

**6.1 Definitions and Expressions**

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

**6.2 Amounts payable do not include GST**

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

**6.3 Liability to pay any GST**

Subject to clause 6.4 in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount ("**Recipient**") must pay to the other party ("**Supplier**") a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.

**6.4 Tax Invoice**

A party's right to payment under clause 6.3 is subject to a Tax Invoice being delivered to the Recipient.

**7 GENERAL**

**7.1 No Fettering of Council's or VicRoads' powers**

This Agreement does not fetter or restrict the Council's or VicRoads' power or discretion to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any Plans of Subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

**7.2 Time of the essence**

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

**7.3 Governing law and jurisdiction**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

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**8 NOTICES**

**8.1 Service of notice**

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's address set out in this Agreement;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 8.1.4 by facsimile to the person's current number notified to the other party.

**8.2 Time of service**

A notice or other communication is deemed served:

- 8.2.1 if served personally or left at the person's address, upon service;
- 8.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 8.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 8.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

**9 INTERPRETATION**

In this Agreement, unless the contrary intention appears:

- 9.1 the singular includes the plural and vice versa;
- 9.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 9.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 9.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 9.5 words importing one gender include other genders;
- 9.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 9.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
  - 9.7.1 two or more parties; or

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9.7.2 a party comprised of two or more persons,

is made or given and binds those parties or persons jointly and severally;

9.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;

9.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;

9.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;

9.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;

9.12 a party that is a trustee is bound both personally and in its capacity as trustee;

9.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;

9.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

**EXECUTED** as a deed.

THE COMMON SEAL OF THE MITCHELL SHIRE COUNCIL WAS HERETO AFFIXED IN THE PRESENCE OF:

COUNCILLOR

*[Handwritten signature]*

COUNCILLOR

*[Handwritten signature]*

CHIEF EXECUTIVE OFFICER

*[Handwritten signature]*

DATE

27/1/11




10

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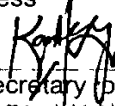


**THE COMMON SEAL of PRETTY SALLY HOLDINGS PTY LTD** was affixed in the presence of authorised persons: ) ) )

<sup>21/11/11</sup> Director 

<sup>12/12/11</sup> Full name Simon Yu

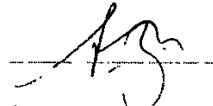
<sup>12/12/11</sup> Usual address 20 Sydney ST KILMORE VIC 3764

<sup>12/12/11</sup> \*Director/secretary  Delete whichever is inapplicable

<sup>12/12/11</sup> Full name KAM LEONG

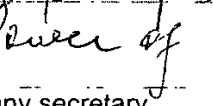
<sup>12/12/11</sup> Usual address 23 HOLLY CT., GOWANBRAE, VIC 3043

**THE COMMON SEAL of ZANFAM PTY LTD** was affixed in the presence of authorised persons: ) ) )

<sup>12/12/11</sup> Director 

<sup>12/12/11</sup> Full name Simon Yu

<sup>12/12/11</sup> Usual address 20 Sydney ST KILMORE VIC 3764


<sup>12/12/11</sup> \*Director/company secretary  Delete whichever is inapplicable

<sup>12/12/11</sup> Full name Simon Yu

<sup>12/12/11</sup> Usual address


**THE COMMON SEAL of GOLDEN HILL DEVELOPMENT PTY LTD** was affixed in the presence of authorised persons: ) ) )



<sup>12/12/11</sup> Director 

<sup>12/12/11</sup> Full name Simon Yu

<sup>12/12/11</sup> Usual address 20 Sydney ST KILMORE VIC 3764

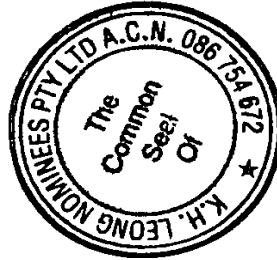
<sup>12/12/11</sup> \*Director/company secretary  Delete whichever is inapplicable

<sup>12/12/11</sup> Full name

<sup>12/12/11</sup> Usual address

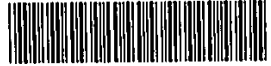
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THE COMMON SEAL of K.H. LEONG  
NOMINEES PTY LTD was affixed in the  
presence of authorised persons:



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29/03/2011 \$105.20 173



Director

*[Handwritten signature]*

Full name

*Simon Yu*

Usual address

*20 Sydney ST Kilmore VIC 3764*

\*Director/company secretary  
\*Delete whichever is inapplicable

Full name

Usual address

SIGNED SEALED AND DELIVERED  
by SWE CHIN YU in the presence of:

*[Handwritten signature]*

Witness

*Kee Tat Lim*

*✓ 2 copies*

SIGNED SEALED AND DELIVERED  
by BUEY BUEY NGIAM in the presence of:

*[Handwritten signature]*

Witness

*Kee Tat Lim*

*Simon Yu*  
*Power of ATTORNEY*  
*dated 12/12/2005*

12

**AH865185B**



THE COMMON SEAL of TRC (AUST) PTY LTD was affixed in the presence of authorised persons: ) ) )

X *Simon Yu* Director Full name *Simon Yu*

X *20 Sydney ST Kilmore VIC 3764* Usual address

X *Power of Attorney Dated 11/8/2009* Full name

\*Director/secretary \*Delete whichever is inapplicable

X Usual address

The OFFICIAL SEAL of the ROADS CORPORATION was hereunto affixed in the presence of:

*[Signature]*  
Signature of authorised officer

**Steve Brown**  
Executive Director - Regional Services  
Name of authorised officer

*[Signature]*  
Signature of authorised officer  
**KATHERINE NAVARRO**  
SENIOR LAWYER  
Name of authorised officer

**MORTGAGEE'S CONSENT**

National Australia Bank Ltd as Mortgagee of registered mortgage No. AD968369B consents to the Owners entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by National Australia Bank Limited by its Attorney (*[Signature]*) who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page 025 Item number 35) in the presence of  
*[Signature]* Signature of Attorney  
*[Signature]* Signature of Witness  
**Heath Nelson Grant** Name of Witness (please print)

Application by a responsible authority for the  
making of a recording of an agreement  
Section 181 **Planning and Environment Act 1987**



**Form 18**

Lodged by:

Name: Russell Kennedy Solicitors  
Phone: 9609 1555  
Address: Level 12, 469 La Trobe Street, Melbourne 3000  
Ref: SLW 120940-01774  
Customer Code: 1513M

The 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: *(Insert volume and folio reference) (if part only, define the part)*

Part of volume 10957 folio 862 now being Lot B on PS547624J the whole of the land contained in certificate of title volume 11225 folio 719

Authority: *(full name and address including postcode)*

Mitchell Shire Council of 113 High Street, Broadford, 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:

A handwritten signature in black ink, appearing to read 'Rob McVernon', written over a horizontal line.

Name of Officer:

ROB McVERNON, ACTING CEO

Date:

20 APRIL 2011

**RUSSELL KENNEDY**  
MEMBER OF THE KENNEDY STRANG LEGAL GROUP

**AH931401G**

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**MITCHELL SHIRE COUNCIL**

and

**PRETTY SALLY HOLDINGS PTY LTD**

**ZANFAM PTY LTD**

**GOLDEN HILL DEVELOPMENT PTY LTD**

**K H LEONG NOMINEES PTY LTD**

**SWE CHIN YU**

**BUEY BUEY NGIAM**

**TRC (AUST) PTY LTD**

**AGREEMENT MADE PURSUANT TO  
SECTION 173 OF THE *PLANNING AND  
ENVIRONMENT ACT 1987***

---

**SPRINGRIDGE ESTATE - DEVELOPMENT  
AGREEMENT**

LEVEL 12  
469 LA TROBE STREET  
MELBOURNE VIC 3000

PO BOX 5146AA  
MELBOURNE VIC 3001  
DX 494 MELBOURNE

P. +61 3 9609 1555  
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[www.rk.com.au](http://www.rk.com.au)

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SLW 1371480v6 LAG



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THIS AGREEMENT is made on 20th April

2011  
~~2010~~

**PARTIES**

- 1 **Mitchell Shire Council**  
of 113 High Street, Broadford, Victoria, 3658  
("Council")
  
- 2 **Zanfam Pty Ltd**  
ACN 005 638 746  
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084
  
- Golden Hill Development Pty Ltd**  
ACN 085 806 828  
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084
  
- K H Leong Nominees Pty Ltd**  
ACN 086 754 672  
of 460 Lower Heidelberg Road, Heidelberg, Victoria 3084
  
- Swe Chin Yu**  
of 20 Sydney Street, Kilmore, Victoria 3764
  
- Buey Buey Ngiam**  
of 20 Sydney Street, Kilmore, Victoria 3764
  
- TRC (AUST) Pty Ltd**  
ACN 137 500 611  
of 1/460 Lower Heidelberg Road, Heidelberg Victoria 3084  
("Owners")
  
- 3 **Pretty Sally Holdings Pty Ltd**  
ACN 111 744 382  
of 20 Sydney Street, Kilmore, Victoria 3764  
("Developer")



**RECITALS / BACKGROUND**

- A The Owners are the registered proprietors of the Land.
- B The Owners and Developer are undertaking the Development.
- C Council is the responsible authority pursuant to the Act for the Scheme.
- D The Development has proceeded to date subject to an agreement pursuant to Section 173 of the *Planning and Environment Act 1987* between the Owners (from time to time) and the Developer (of the one part) and the Council (of the other part), dated 5 August 2005, registered on titles to the Land in dealing AE095284R (the "Old Agreement").
- E The Owners, the Developer and Council have agreed to enter into this Agreement in order to:
  - end the Old Agreement and replace it with this Agreement;

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- meet the requirements of the Development Plan;
- detail Contributions that the Developer and Owners must make in respect of the Development;
- detail particular works to be undertaken as part of the Development;
- detail particular lot development controls to be implemented and maintained.

E This Agreement is made under Division 2 of Part 9 of the Act and as a deed at common law.

**THE PARTIES AGREE THAT:**

**1 DEFINITIONS**

In this Agreement:

- 1.1 "**Act**" means the *Planning and Environment Act 1987*.
- 1.2 "**Affected Lots**" means the lots contemplated in Clause 9.6.
- 1.3 "**Agreement**" means this deed, including the recitals / background and any annexures to this deed.
- 1.4 "**Business Day**" means Monday to Friday excluding public holidays in Victoria.
- 1.5 "**Developed Recreation Areas**" means the area provisionally and initially identified as such on the Development Plan totalling approximately 1.90 hectares.
- 1.6 "**Developer**" means Pretty Sally Holdings Pty Ltd, or any other entity which may be substituted as the Developer in accordance with this Agreement.
- 1.7 "**Development**" means the development of the Land as the balance of the Springridge Estate generally in accordance with the Development Plan.
- 1.8 "**Development Plan**" means the various plans and documents approved by the Council to meet the requirements of the Development Plan Overlay Schedule 8 ("DPO 8") in the Scheme including:
  - 1.8.1 as amended by the plan and documents prepared by Taylor Development Strategists approved by Council on 26 March 2007; and
  - 1.8.2 still incorporating:
    - (a) Traffic Impact Report prepared by Ratio Consultants Pty Ltd dated December 2004;
    - (b) Landscape Design Guidelines prepared by Hansen Partnership Pty Ltd dated December 2004;
    - (c) Arboricultural Report prepared by Homewood Consulting Services dated 5 December 2004;
    - (d) Report on Erosion Issues prepared by Banon Consultants dated November 2004;

- (e) Soil and Water Report prepared by Banon Consultants dated November 2004; and
- (f) Native Grasses Report prepared by Homewood Consulting Services dated 4 December 2004;

PROVIDED the Development Plan approved for the purposes of the Development may be amended from time to time, by the Council in accordance with the Scheme.

- 1.9 "Erosion Areas" means the areas identified as being prone to the effects of erosion being provisionally and initially described in the Report on Erosion Issues and to be located within the Reserves and which are within the Landscaped Open Space.
- 1.10 "GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- 1.11 "GST" means the goods and services tax as defined in the *GST Act*.
- 1.12 "Input Tax Credit" in relation to a supply, means a credit under the GST Act for the GST payable by the recipient in respect of the supply.
- 1.13 "Land" means the land (in the Development) described as Lot B on the plan marked "A" attached to this Agreement being part of the land in certificate of title volume 10957 folio 862.
- 1.14 "Landscaped Open Space" means the area provisionally and initially identified as such on the Development Plan totalling approximately 21.80 hectares located within the Reserves.
- 1.15 "Landscape Plan" means the Landscape Design Guidelines prepared by Hansen Partnership Pty Ltd dated December 2004, which form part of the Development Plan.
- 1.16 "Lot" means any separate lot created on a Plan of Subdivision which is intended to be used and developed for residential, commercial or related purposes excluding the Reserves.
- 1.17 "Maintain" includes pruning vegetation, removing dead vegetation and noxious weeds, replacing dead vegetation with vegetation of the same or substantially the same indigenous species, pest and disease control and rubbish removal, all to Council's satisfaction.
- 1.18 "Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.19 "Northern Fence" means the fence to be erected along the north boundary of the Northern Plantation Land as provided in clause 9 and detailed in Schedule 2.
- 1.20 "Northern Plantation Land" means the ten (10) metre wide strip of land on the northern boundary of Lots abutting the northern boundary of the land, as identified generally on the Development Plan.
- 1.21 "Old Agreement": means the agreement made under section 173 of the Act between the Council and the Owners and the Developer dated 5 August 2005 and which is registered on the title to the Land in Instrument AE095284R.



- 1.22 **"Owner"** means the owner or owners from time to time, of the Land or parts of the Land.
- 1.23 **"Per Lot Contribution"** means the per Lot contribution to be paid as provided in clause 4.
- 1.24 **"Permanent 173 Agreement"** means the agreements contemplated in clause 9.5 of this Agreement.
- 1.25 **"Plan of Subdivision"** means any Plan of Subdivision registered during the Development, which will include any staged Plan of Subdivision and may, or may not equate to a Stage of the Development.
- 1.26 **"Practical Completion"** means the date that Council determines that the landscape works required in this Agreement are completed, which will be notified in writing to the Owners and the Developer by letter sent to the Owners and the Developer within:
  - 1.26.1 seven (7) days of Council's inspection of the landscape works; or
  - 1.26.2 if rectification works are required, within seven (7) days of any further inspection by Council that results in Council's satisfaction, expressed in writing, with the landscape works.
- 1.27 **"Reserves"** means the area generally as contemplated on the Development Plan to be set aside and transferred to the Council, as the Development progresses, for the purposes of public open space and other purposes, and includes:
  - 1.27.1 the Developed Recreation Areas;
  - 1.27.2 the Community Centre Site;
  - 1.27.3 the Landscaped Open Space;
  - 1.27.4 the Retarding Basins; and
  - 1.27.5 the Erosion Areas,

provided that, for the avoidance of doubt, this expressly excludes the Road Reserves and Northern Plantation Land.
- 1.28 **"Retarding Basins"** means the areas identified provisionally and initially on the Development Plan as retarding basins.
- 1.29 **"Road Reserve"** means the area identified as such on the Development Plan totalling approximately 28.51 hectares.
- 1.30 **"Scheme"** means the Mitchell Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.31 **"Social Infrastructure Contribution"** has the same meaning as defined in the Old Agreement
- 1.32 **"Southern Fence"** means the fence to be potentially erected along the south boundary of the Northern Plantation Land as provided in clause 9.
- 1.33 **"Stage"** means a stage of the Development from Stage 1 to Stage 17 as shown on the Development Plan.

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1.34 "Tax Invoice" in relation to a supply, means an invoice for the supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

**2 COMMENCEMENT**

This Agreement comes into force on the date it was made, namely upon execution by the Owners, Developer and the Council.

**3 TERMINATION**

**3.1 Old Agreement – Termination and Cancellation**

The Old Agreement is terminated upon Commencement of this Agreement and as soon as practicable the Council must, at the cost and request of the Owners, apply to the Registrar of Titles to cancel the recording of the Old Agreement on the Register as to the Land and any other land.

**3.2 Termination**

This Agreement ends when the Owners and Developer have complied with their obligations under this Agreement or earlier by mutual agreement between the parties.

**3.3 Cancellation**

As soon as reasonably practicable after this Agreement has ended or when the obligation in relation to any part of the Land has been satisfied, the Council must, at the request and at the cost of the Owners, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register as to the Land or part of the Land as the case may be.

**4 PER LOT CONTRIBUTION**

**4.1 Liability for Per Lot Contribution**

The Owners and the Developer must pay to the Council the Per Lot Contribution for social and infrastructure purposes, over the course of the Development.

**4.2 Previous Contributions**

The parties acknowledge that all Social Infrastructure Contributions under the Old Agreement due in respect of Stage 1 have been paid and obligations under this Agreement (with a different per Lot amount), will commence with the payment required for Stage 2.

**4.3 Payment Timing**

Payment of the relevant Per Lot Contribution must occur prior to and as a precondition of, the issue Statement of Compliance for the particular stage of any Plan of Subdivision.

**4.4 Per Lot Contribution**

The Per Lot Contribution is:

4.4.1 \$1,300.00 per Lot if paid before 30 June 2010; and

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4.4.2 will increase each year by the Consumer Price Index as contemplated in clause 14.3;

4.4.3 calculated excluding any GST component that is payable, or may become payable.

**5 ROAD RESERVE, FOOTPATHS & NATURE STRIP**

**5.1 Transfer of Road Reserves**

5.1.1 All Road Reserves must be specified as road reserves on any relevant Plan of Subdivision and must vest in Council, at no cost to Council, upon registration of the Plan of Subdivision.

5.1.2 If the location of the roads comprising the Road Reserves are to be modified, any modification must be to Council's satisfaction.

**5.2 Works to Road Reserve**

5.2.1 The Owners and the Developer will procure the carrying out of any and all road works associated with the Development in the Road Reserves including the construction of all internal roads within the yet to be subdivided areas.

5.2.2 All costs associated with clause 5.2.1 are to be borne by the Owners and the Developer.

**5.3 Works to footpaths and nature strip**

5.3.1 The Owners and the Developer must construct footpaths and nature strip works (including planting) on the Land.

5.3.2 The works in clause 5.3.1 must be in accordance with any appropriate engineering and other plans approved by Council prior to the commencement of any such works and modified to Council's satisfaction.

5.3.3 The works in clause 5.3.1 must be completed prior to the issue of a Statement of Compliance for the Plan of Subdivision for the Stage in which the works are located.

**6 RESERVES**

**6.1 Transfer of Reserves**

6.1.1 All Reserves must be specified as reserves on any relevant Plan of Subdivision and must vest in Council, at no cost to Council, upon registration of the relevant Plan of Subdivision.

6.1.2 If the size and location of any Reserve is to be modified, any modification must be to Council's satisfaction.

**6.2 Works to Reserves**

6.2.1 Individual landscape plans must be submitted for approval for each and all Reserves proposed within 30 days of approval by Council of the plans and specifications for engineering works required for the Plan of Subdivision that creates the relevant Reserve, such individual

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landscape plan must comply with the principals set out in the approved Landscape Plan and include details of all construction, planting and other aspects.

6.2.2 In respect of the individual landscape plans submitted in accordance with clause 6.2.1, Council shall, within 30 days of receipt, either:

- (a) approve any individual landscape plan submitted; or
- (b) provide advice as to the amendments required by Council and that the individual landscape plan is to be resubmitted for approval.

6.2.3 The Owners and the Developer must procure, at their own cost:

- (a) the carrying out of all landscaping works in accordance with any relevant approved individual landscape plan and the Landscape Plan and otherwise to the satisfaction of the Council;
- (b) the installation of any recreational furniture, play equipment or apparatus or any other recreational equipment, where all such furniture, equipment and apparatus shall meet Council's health and safety and other requirements and shall be to Council's satisfaction.

**6.3 Maintenance of Reserves**

6.3.1 The Owners and the Developer must, at their own cost, Maintain landscaping in accordance with the individual landscape plans referred to in clause 6.2.1 for a period of not less than 12 months from the date of Practical Completion of the landscape works depicted on each individual landscape plan.

6.3.2 Prior to the handing over to Council of the responsibility for the maintenance of the Reserves, the Owners and the Developer will procure the:

- (a) provision of "as constructed" plans of the landscaping works to Council;
- (b) establishment of a maintenance regime, to an agreed level with Council in accordance with the individual landscape plans and the Landscape Plan;
- (c) advising of Council of any proposed hand over date;
- (d) inviting of Council to carry out an inspection of the landscaping jointly with a representative of the Owners and/or the Developer; and
- (e) rectification of any defects reasonably identified by Council in the joint inspection of the landscaping,

and upon the Owners and the Developer satisfying the requirements for this clause, Council will provide appropriate written advice for the acceptance of the relevant works to the Owners and the Developer.



In satisfaction of the requirements of the Development Plan, the Owners and Developer must provide to the Council a site for a community centre ("the Community Centre Site") on the following basis:

- 7.1 It may be located within Stage 3 of the Development (or another location to the satisfaction of the Council) rather than delayed until Stage 6, this is considered to be generally in accordance with the Development Plan;
- 7.2 it must vest as a Reserve to the Council] upon the registration of the relevant Plan of subdivision for Stage 3 ;
- 7.3 it must be not less than 1500 square metres in size;
- 7.4 it must be cleared and serviced with reticulated water, sewerage, power and gas services and incorporate a cross over not less than six (6) metres in width connected to a constructed road, all to the satisfaction of Council;
- 7.5 it may be co-located with commercial or community uses within Stage 3 and such uses must locate and construct car parking for those uses which compliments and may be used by, without restriction, the Community Centre Site;

provided however the parties recognise that the Council may modify the requirements of this clause 7 (in writing and with the agreement of the Owners) the details of the Community Centre Site provision.

**8 OFF-SITE ROAD WORK CONTRIBUTIONS**

The Owners, Developer and Council acknowledge that a separate agreement pursuant to Section 173 of the Act ("the VicRoads Agreement") has or must be entered into by the Owners, Developer, the Council and the Roads Corporation in respect of:

- 8.1 road works at the Northern Highway access to the Development; and
- 8.2 contributions to intersection works at the Northern Highway and Darraweit Road

**9 LONG TERM COVENANTS**

**NORTHERN PLANTATION LAND**

**9.1 Northern Plantation Land - Formation**

Prior to the issue of a Statement of Compliance for the first Plan of Subdivision affecting Stage 3, the Owners and the Developer must, at their own cost, fence the Northern Plantation Land with the Northern Fence and plant the Northern Plantation Land within indigenous plant species in accordance with the Landscape Plan.

**9.2 Southern Fence Requirement**

9.2.1 The Southern Fence must be erected to protect the plantation in the Northern Plantation Land at any time upon the direction of Council if the landscaping within the Northern Plantation Land is at risk or likely, to the Council's reasonable satisfaction, be at risk or likely to be at risk;

9.2.2 Council may consent to either not enforcing the construction of the Southern Fence or consenting to the removal of the Southern Fence, if the Council is satisfied that the Northern Fence and the plantation in

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the Northern Plantation Land combined provide a sufficient barrier between the adjoining land to the north of the Northern Plantation Land and the Development, and that this barrier is adequate to prevent dogs disturbing stock on the adjoining land to the north.

- 9.2.3 Council will review any requirement in clause 9.2.1 for the Southern Fence when a Statement of Compliance is issued for the first stage of a Plan of Subdivision creating lots at this location.

### **9.3 Fence Construction Requirements**

The construction requirements for the Northern Fence and Southern Fence are set out in Schedule 2.

### **9.4 Maintenance**

The Developer shall Maintain the Northern Plantation Land to the Council's satisfaction until the issue of a Statement of Compliance for the final Plan of Subdivision for the Development. Thereafter, the Owners of the relevant Affected Lots must maintain the Northern Plantation Land.

### **9.5 Lot Characteristics**

Any Plan of Subdivision must contain requirements regarding the following, to Council's satisfaction:

- 9.5.1 single storey and building covenants in respect of those Lots in respect of which the Council considers it, acting reasonably, appropriate;
- 9.5.2 building envelopes in respect of any lots for which Council considers it appropriate, in order to show that the lots will be used in accordance with the performance capabilities of the lots;
- 9.5.3 an appropriate higher density lot layout for the lots abutting Reserves and Road Reserves.

### **9.6 Affected Lots**

The Lots which are either or both:

- 9.6.1 contained within Stages 5, 8 and 14 and will border the northern boundary of the Development;
- 9.6.2 subject to building constraints contemplated in clause 9.5;

are defined as the Affected Lots and prior to registration of any Plan of Subdivision containing an Affected Lot, a Permanent 173 Agreement must be entered into securing in perpetuity the constraints applicable in respect of the Affected Lot.

## **10 OLD SYDNEY ROAD**

Prior to the issue of a Statement of Compliance for any stage of a Plan of Subdivision abutting Old Sydney Road, a payment is to be made to the Council by the Owners to reflect the cost of a two (2) way service road along the eastern boundary of the Development necessary to provide access from that service road to all Lots east of Sydney Road. In respect of this amount:





- 10.1 the amount payable as at 30 June 2010 is \$244,880.00; and
- 10.2 the amount payable will increase each financial year (dependent on the year it is paid) by Consumer Price Index as provided in clause 14.3.

**11 FURTHER COVENANTS OF THE OWNERS AND DEVELOPER**

**11.1 Acknowledgment of Permit Requirements**

The Owners and the Developer acknowledge and agree that, while this Agreement in its broad terms specifies the total extent of any development contribution for which the Owners and the Developer are liable in the development the Land, it is recognised that individual permits for the staged subdivision of the Land will include all normal requirements relating to such subdivision, imposed by any referral agency or authority or otherwise normally required by the Council, relating to such matters as drainage, lighting, footpaths, subdivisional layout, building and siting controls and other related matters.

**11.2 Successors in title**

Subject to clause 11.11, until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act (if it is recorded at all), the Owners must ensure that the Owners' successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owners, being party to this Agreement, remain liable to perform all of the Owners' obligations contained in this Agreement.

**11.3 Further Assurance**

The Owners and the Developer must do all things necessary (including signing any further agreement, acknowledgment or document) to enable Council to record this agreement on the folio of the Register that relates to the Land, if Council elects to do so.

**11.4 Payment of Council's costs**

The Owners and the Developer agree to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor/client basis) of and incidental to the preparation, execution, registration and enforcement of this Agreement.

**11.5 Mortgagee to be Bound**

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

**11.6 Indemnity**

The Owners and the Developer covenant to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to any non-compliance with this Agreement by the Developer or the Owners.



**11.7 Non-compliance**

If the Owners and the Developer have not complied with this Agreement within 14 days after the date of service on the Owners and the Developer by the Council of a notice that specifies the Owners' and the Developer's failure to comply with any provision of this Agreement, the Owners and the Developer covenant:

- 11.7.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 11.7.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owners' and the Developer's non-compliance;
- 11.7.3 to pay interest at the rate of 2% above the rate prescribed under the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 11.7.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owners' and the Developer's obligations under this Agreement,

and the Owners and the Developer agree:

- 11.7.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owners' and the Developer's non-compliance with this Agreement;
- 11.7.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 11.7.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 11.7.8 if the Owners and the Developer execute a mortgage as required by clause 11.7.4, any breach of this Agreement is deemed to be a default under that mortgage.

**11.8 Standard of Works**

The Owners and the Developer covenant to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost (unless specified to be the cost of another party) and to the satisfaction of the Council.

**11.9 Council Access**

The Owners and the Developer covenant to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.



**11.10 Covenants run with the Land**

Subject to clause 11.11, the Owners' and the Developer's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owners and the Developer and any successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

**11.11 Individual Lot liability and release of this Agreement**

11.11.1 The Council acknowledges that the majority of obligations in this Agreement shall be with the Developer and the current Owners as participants in the Development, or some subsequent Developer of the Land (if any), with the intention being that only the obligations described in clause 9 are intended to encumber purchasers of Affected Lots.

11.11.2 This Agreement will cease to apply to particular individual lots upon Council's issue of a statement of compliance for the relevant Stage in which that lot is located, with the exception of the Affected Lots.

11.11.3 This Agreement may be ended with regard to particular Affected Lots upon the recording pursuant to section 181 of the Act of a Permanent 173 Agreement which applies to those Affected Lots and which includes any ongoing obligations contemplated by this Agreement in respect of those lots in clause 9, to the satisfaction of the Council.

**11.12 Owners' warranty**

The Owners warrant and covenant that:

11.12.1 the Owners are the registered proprietors of the Land and are also the beneficial owners of the Land;

11.12.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owners affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;

11.12.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and

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

**11.13 Step In Developer**

In any case where the Owners wish to replace or for some reason it is otherwise sought to replace, either in part or in total, the Developer of the Land, such replacement shall be subject to:

11.13.1 acknowledgement by the Owners, via this sub-clause that no further development can occur without compliance with this clause 11.13;

11.13.2 the Council's prior written consent, which shall not be unreasonably withheld, and

11.13.3 on the basis of such replacement, the Developer agreeing to execute an agreement with the Council and the Owners on similar terms to this Agreement.

**11.14 Development Plan**

It is acknowledged by the parties that the Development Plan (as approved by Council from time to time) should be referred to and relied upon as the key plan to refer to for interpretation of this Agreement.

**11.15 Order of Development**

The Development shall commence with Stage 1 and proceed chronologically through to Stage 14, unless otherwise approved by the Council via a change to the Development Plan.

**12 SECURING COMPLIANCE WITH AGREEMENT**

**12.1 Registration of Agreement**

The Council may, in its discretion, register this Agreement under section 181 of the Act over the Land, provided that Council may accept an alternative arrangement to registration over all of the Land as security for the compliance with the Agreement by the Owners and the Developer as follows:

12.1.1 registration of the Agreement over a separate title created out of the Land, such as a super lot, of a size, location and value, to the satisfaction of the Council;

12.1.2 the provision of a guarantee, as otherwise provided in this clause 12.1, either, entirely, or in partial, substitution for registration of the Agreement, generally to the satisfaction of the Council.

**12.2 Owners to guarantee**

Where permitted by Council for the partial or complete securing of compliance with any part or all of this Agreement, the Owners provide a guarantee the Owners and the Developer shall lodge with the Council a bank guarantee or other suitable security ("**guarantee**") to the satisfaction of the Chief Executive Officer of the Council in the amount specified by the Council.

**12.3 Guarantee to be security**

The guarantee is security for the due, prompt and proper observance and performance by the Owners and the Developer of their obligations and liabilities under this Agreement.

**12.4 Return on satisfaction of obligations**

The Council will return the guarantee to the Owners and the Developer when all of the Owners' and the Developer's obligations and liabilities to which the guarantee relates have been completely satisfied or, if the Owners and the Developer fail to satisfy all of those obligations and liabilities, the Council may make such deductions from the guarantee as the Council considers to be



necessary in order to fulfil the Owners' and the Developer's obligations and liabilities under this Agreement.

**12.5 Guarantee Release**

The Council may release any guarantee in stages as the Owners' and the Developer's obligations are reduced, as the necessary works pursuant to this Agreement are progressively completed.

**13 GOODS AND SERVICES TAX**

**13.1 Definitions and Expressions**

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

**13.2 Amounts payable do not include GST**

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

**13.3 Liability to pay any GST**

Subject to clause 13.4, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount ("**Recipient**") must pay to the other party ("**Supplier**") a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.

**13.4 Tax Invoice**

A party's right to payment under clause 13.3 is subject to a Tax Invoice being delivered to the Recipient.

**14 GENERAL**

**14.1 No Fettering of Council's powers**

This Agreement does not fetter or restrict the Council's power or discretion to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any Plans of Subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

**14.2 Time of the essence**

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

**14.3 Calculating Contributions**

In any case where a dollar value is expressed in this Agreement, that value shall apply until 30 June 2010, thereafter the relevant amount shall be increased,



annually on 1 July of that year and each subsequent year by the Consumer Price Index (Australia All Indexes) or like indicator.

#### 14.4 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

### 15 NOTICES

#### 15.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 15.1.1 personally on the person;
- 15.1.2 by leaving it at the person's address set out in this Agreement;
- 15.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 15.1.4 by facsimile to the person's current number notified to the other party.

#### 15.2 Time of service

A notice or other communication is deemed served:

- 15.2.1 if served personally or left at the person's address, upon service;
- 15.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 15.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 15.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.



### 16 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 16.1 the singular includes the plural and vice versa;
- 16.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 16.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 16.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;

- 16.5 words importing one gender include other genders;
- 16.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 16.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
  - 16.7.1 two or more parties; or
  - 16.7.2 a party comprised of two or more persons,
 is made or given and binds those parties or persons jointly and severally;
- 16.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 16.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 16.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 16.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 16.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 16.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 16.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

**EXECUTED AS A DEED**

THE COMMON SEAL of MITCHELL SHIRE COUNCIL was hereunto affixed this 20TH day of APRIL 2011 in the presence of:

Signature: [Signature]

Name: Rob McVernon  
Acting Chief Executive Officer/Authorised Officer

Signature: [Signature]

Name: CR G COPPEL  
Councillor

Signature: [Signature]

Name: CR D CALLAGHAN  
Councillor



**AH931401G**

05/05/2011 \$105.20 173  
[Barcode]

AH931401G



EXECUTED by PRETTY SALLY HOLDINGS )  
PTY LTD in accordance with section 127(1) )  
of the Corporations Act 2001 by being signed )  
by authorised persons: )

Director [Signature]

Full Name Simon Yu

Usual Address 20 Sydney St Kilmore 3764

[Signature]

\*Director/company secretary  
\*Delete whichever is inapplicable

Full Name KAM LEONG

Usual Address 23, HOLLY CT., GOWANBRAE 3043

EXECUTED by ZANFAM PTY LTD in )  
accordance with section 127(1) of the )  
Corporations Act 2001 by being signed by )  
authorised persons: )

Director [Signature]  
WITNESS

Full Name SOPHIA TEAT

Usual Address 20 SYDNEY ST KILMORE

[Signature] Power of  
\*Director/company secretary ATTORNEY  
\*Delete whichever is inapplicable

Full Name Simon Yu

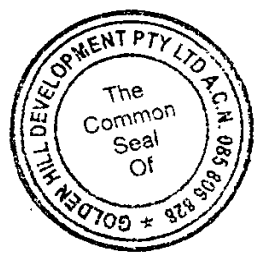
Usual Address 20 Sydney St Kilmore 3764

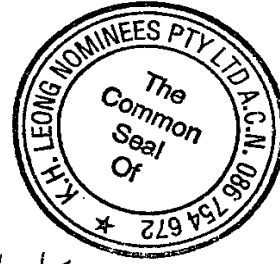
THE COMMON SEAL of GOLDEN HILL )  
DEVELOPMENT PTY LTD was affixed in )  
accordance with section 127(2) of the )  
Corporations Act 2001 in the presence of the )  
authorised person: )

Sole director and sole company secretary  
[Signature]

Full name Simon Yu

Usual address 20 Sydney St Kilmore 3764





THE COMMON SEAL of K H LEONG NOMINEES PTY LTD was affixed in the presence of authorised persons:

[Signature]  
Director

Simon Yu  
Full name

20 Sydney St Kilmore 3764  
Usual address

[Signature]  
\*Director/company secretary  
\*Delete whichever is inapplicable

KAM LEONG  
Full name

23, HOLY CT. GUNAWBRAG 3043  
Usual address

SIGNED SEALED AND DELIVERED by SWE CHIN YU in the presence of:

[Signature]  
Witness

S. C. Yu



SIGNED SEALED AND DELIVERED by BUEY BUEY NGIAM in the presence of:

[Signature]  
Witness

[Signature]  
Power of attorney  
Simon Yu  
20 Sydney St Kilmore 3764

EXECUTED by TRC (AUST) PTY LTD in accordance with section 127(1) of the Corporations Act 2001 by being signed by authorised persons:

[Signature]  
Director WITNESS

[Signature] Power of Attorney  
\*Director/company secretary  
\*Delete whichever is inapplicable

SOPHIA YEON  
Full Name

Simon Yu  
Full Name

20 SYDNEY ST KILMORE  
Usual Address

20 Sydney St Kilmore 3764  
Usual Address

---

**SCHEDULE 1  
(Plan)**

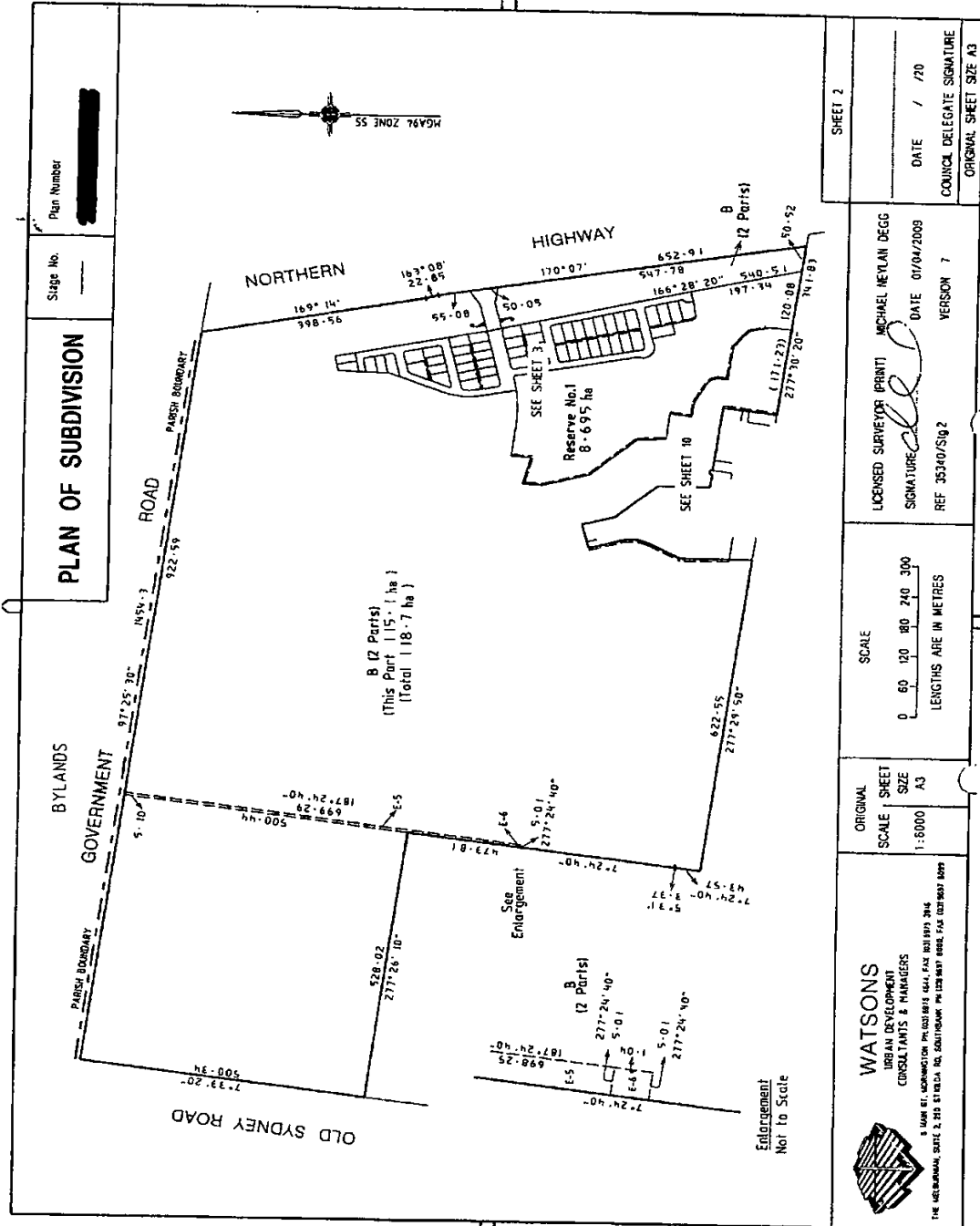
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**SCHEDULE 2**  
**(Fencing Specifications - Northern Fence and Southern Fence)**

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**FENCING SPECIFICATION  
NORTHERN PLANTATION**

**NORTH FENCE**

- Fence height:** 1.5 metres
- Intermediate posts:** 400 mm dia Galvanised pipe x 2.1 metres long @ 4 metre spacing
- Strainer and corner posts:** 50 mm dia Galvanised Pipe x 2.25 metres long at all changes of direction complete with bracing struts from 42.4 mm dia, galvanised pipe
- Footings:**
- |                    |                         |
|--------------------|-------------------------|
| Intermediate posts | 250mm dia x 600 mm deep |
| Corner posts       | 250mm dia x 750 mm deep |
| Bracing struts     | 250mm dia x 600 mm long |
- All footing to be backfilled with concrete left 500 mm proud of ground surface and shaped to drain.
- Caps:** All posts to be fitted with waterproof caps
- Mesh:** Chain wire from 3.15mm heavily galvanized dia wire with 50 mm mesh size. Top and bottom of mesh to be knuckled selvedge
- Wires:** Three support cables one at the top, one in the centre and one at the bottom shall be provided. Each support cable shall consist of two strands of 3.15 dia wire, tie and lacing wire to be 2.00 mm dia wire

**SOUTH FENCE**

- Fence height:** 1.17 metres
- Posts:** 100 mm dia. treated pine 1.7 metres long @ 15 metre centres
- Droppers:** Steel star posts x 1.65 metres long @ 5 metre centres
- Top wire:** 1.57 mm dia high tensile barbed
- Bottom wire:** 2.5 mm dia high tensile plain
- Mesh:** 8/90/15 Waratah hinge joint or equivalent
- Corner Assemblies:** 150 mm dia Pine posts x 2m long with 100 dia treated pine stays

19th January 2026

Complete Conveyancing Solutions Pty Ltd as The Tru  
LANDATA

Dear Complete Conveyancing Solutions Pty Ltd as The Tru,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	66 PRETTY SALLY DRIVE WALLAN 3756
<b>Applicant</b>	Complete Conveyancing Solutions Pty Ltd as The Tru LANDATA
<b>Information Statement</b>	31004083
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	442503

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
- Conditions of Connection and Consent
- 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	66 PRETTY SALLY DRIVE WALLAN 3756
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

## **Melbourne Water Property Information Statement**

Property Address	66 PRETTY SALLY DRIVE WALLAN 3756
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STATEMENT UNDER SECTION 158 WATER ACT 1989

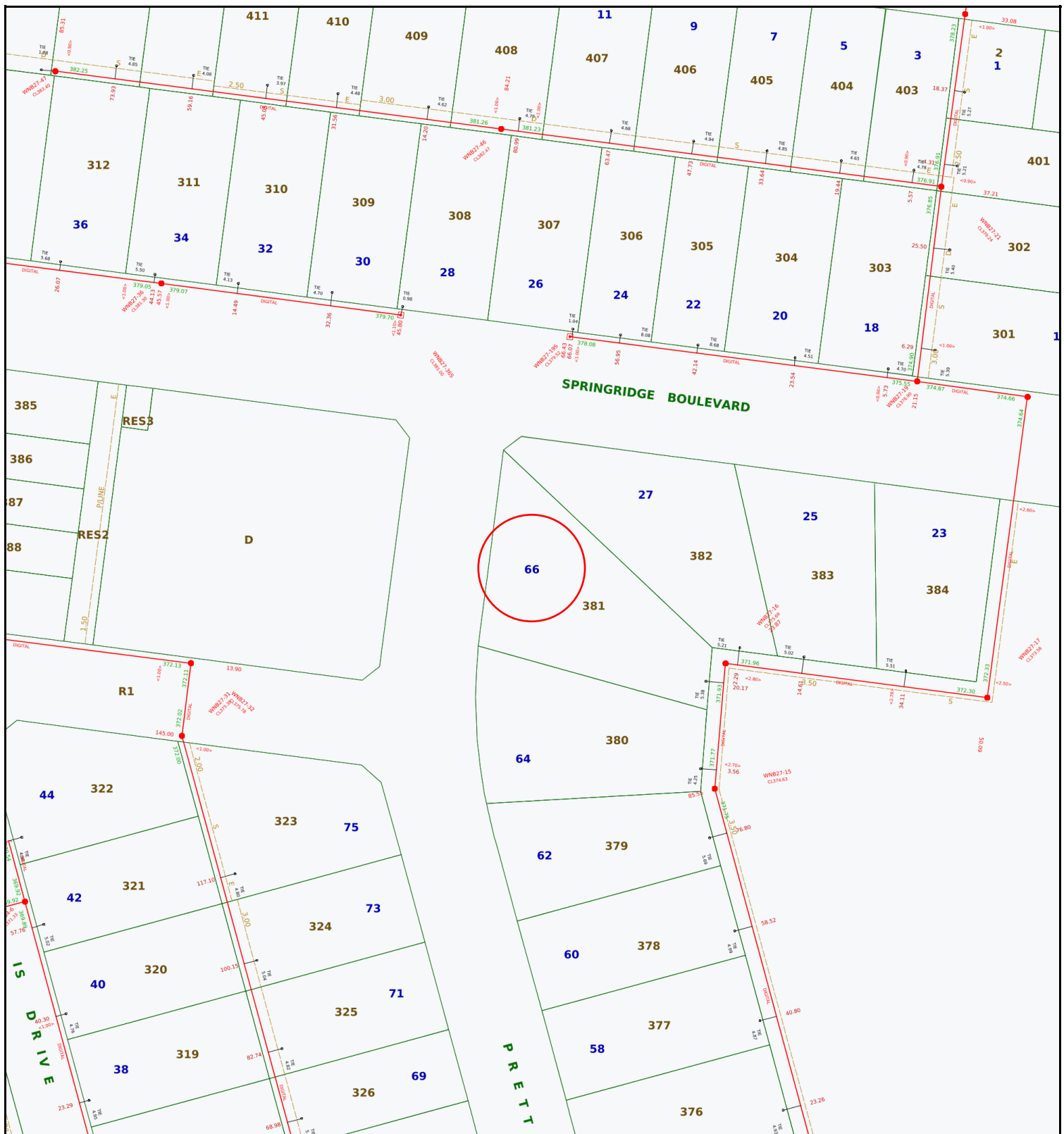
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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: 31004083**

<b>Address</b>	66 PRETTY SALLY DRIVE WALLAN 3756
<b>Date</b>	19/01/2026
<b>Scale</b>	1:1000



**Yarra Valley Water**  
ABN 93 066 902 501

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	<1.00>	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;

11th June 2014

**Application ID: 137648**

### **CONDITIONS OF CONNECTION**

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

#### **Approval Detail**

##### **Water**

##### **Required Services**

<b>Product</b>	<b>Qty</b>
New Estate Connection - Drinking Water	1

##### **Sewer**

##### **Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
Water & Sewer Connection	1316052

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
  - Water Industry Regulations 2006 (Vic);
  - Building Act 1993 (Vic);
  - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

### **WATER**

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tappings, pluggings and metering products must be arranged by contacting the easyACCESS outlet where the application was made.

Work is to be carried out in accordance with the Water Metering & Servicing Guidelines available on our website.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tappings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Water's plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made (if applicable) to seek a refund. A cancellation fee may apply.

## **METER ASSEMBLIES & POSITIONING**

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website ([www.yvw.com.au](http://www.yvw.com.au)) to ensure the installations meet the required standard.

## **REMOVAL OF WATER METERS**

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

## **DAMAGED OR STOLEN METERS**

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).

- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

## **SEWER**

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to [easyACCESS@yvw.com.au](mailto:easyACCESS@yvw.com.au) or faxed to 9872 1413.

Any unused sewer connection branches at the site must be cut and sealed.

## **AMENDMENTS**

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

Complete Conveyancing Solutions Pty Ltd as The Tru  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 6246174367  
**Rate Certificate No:** 31004083

**Date of Issue:** 19/01/2026  
**Your Ref:** 442503

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
66 PRETTY SALLY DR, WALLAN VIC 3756	381\PS630437	5032822	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
<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>		\$171.54



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.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, 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.

**Property No:** 5032822

**Address:** 66 PRETTY SALLY DR, WALLAN VIC 3756

**Water Information Statement Number:** 31004083

## HOW TO PAY



**Bill**er Code: 314567  
**Ref:** 62461743679

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**



## 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>	29/01/2026
	DX 250639 MELBOURNE	<b>Certificate No:</b>	wLIC26/0127
<b>Your Reference:</b>	79370117-018-8	<b>Property Number:</b>	119397

<b>Property Location</b>	66 Pretty Sally Drive WALLAN VIC 3756	<b>Land Area (ha):</b>	.1088
<b>Title Description:</b>	Lot 381 PS 630437 Vol 11287 Fol 937		

<b>Site Value:</b>	\$385,000	<b>Capital Improved Value:</b>	\$755,000	<b>Net Annual Value:</b>	\$37,750
<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 - General	\$1831.30
Garbage	\$580.00
Municipal Charge	\$202.75
Payments	(\$1440.65)
Emergency Services and Volunteers Fund - Fixed	\$136.00
Emergency Services and Volunteers Fund - Variable	\$130.60
Balance Outstanding	\$1,440.00

Page 1 of 2

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

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**Property Location:**66 Pretty Sally Drive  
WALLAN VIC 3756

**Property Number:** 119397

**Certificate No:**wLIC26/0127

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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.
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**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> 1193978

# Property Clearance Certificate

## Land Tax



INFOTRACK / COMPLETE CONVEYANCING SOLUTIONS  
PTY LTD AS THE TRUSTEE FOR THE TOMLINSON GROUP  
FAMILY TRUST

**Your Reference:** 2324/26  
**Certificate No:** 95102564  
**Issue Date:** 19 JAN 2026  
**Enquiries:** ESYSPROD

**Land Address:** 66 PRETTY SALLY DRIVE WALLAN VIC 3756

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39060178	381	630437	11287	937	\$1,605.00

**Vendor:** JOSE SANZ

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR JOSE GABRIEL SANZ	2026	\$385,000	\$1,605.00	\$0.00	\$1,605.00

**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):	\$755,000
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SITE VALUE (SV):	\$385,000
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<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$1,605.00</b>
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# Notes to Certificate - Land Tax

Certificate No: 95102564

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## 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 = \$1,605.00

Taxable Value = \$385,000

Calculated as \$1,350 plus ( \$385,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,550.00

Taxable Value = \$755,000

Calculated as \$755,000 multiplied by 1.000%.

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## Land Tax - Payment Options

### BPAY



Billor Code: 5249  
Ref: 95102564

### 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: 95102564

### 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 / COMPLETE CONVEYANCING SOLUTIONS PTY LTD AS THE TRUSTEES OF THE TRUST **Your Reference:** 2324/26

**Certificate No:** 95102564

**Issue Date:** 19 JAN 2026

**Enquires:** ESYSPROD

**Land Address:** 66 PRETTY SALLY DRIVE WALLAN VIC 3756

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39060178	381	630437	11287	937	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	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:** \$755,000

**SITE VALUE:** \$385,000

**CURRENT CIPT CHARGE:** \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 95102564

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## 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 / COMPLETE CONVEYANCING SOLUTIONS PTY LTD AS THE TRUSTEE FOR THE TOMLINSON GROUP FAMILY TRUST

<b>Your Reference:</b>	2324/26
<b>Certificate No:</b>	95102564
<b>Issue Date:</b>	19 JAN 2026

**Land Address:** 66 PRETTY SALLY DRIVE WALLAN VIC 3756

Lot	Plan	Volume	Folio
381	630437	11287	937

**Vendor:** JOSE SANZ  
**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**

A handwritten signature in black ink, appearing to read "Paul Broderick".

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 95102564

## 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

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 95102562</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 95102562</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Property No: 119397/  
Your Ref: 79370117-020-1

## BUILDING CERTIFICATE REGULATION 51 (1)

19 January 2026

LANDATA  
DX 250639  
MELBOURNE

Dear Sir/Madam

**66 Pretty Sally Drive WALLAN VIC 3756**

I refer to your request regarding the above property and the response is as follows: -

1. The below Building Permits have been issued in the last 10 years.

Permit No	Issue Date	Description	Cert. Number	Cert. Date
2355223705301	01/10/2020	Construction of a deck with spa	Final Cert No: 20203595	24/02/2021

2. A search of our records reveal that there are no outstanding orders, notices or directions applicable to building matters.

I trust the above information meets with your requirements.

If you have any further queries regarding this matter please do not hesitate to contact me using the contact details below.

Yours faithfully

**RYAN ELLIOT**  
**MUNICIPAL BUILDING SURVEYOR**

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1215088

## APPLICANT'S NAME & ADDRESS

COMPLETE CONVEYANCING SOLUTIONS PTY LTD AS THE  
TRUSTEE FOR THE TOMLINSON GROUP FAMILY TRUST C/-  
TRICONVEY (RESELLER) C/- LANDATA

MELBOURNE

## VENDOR

SANZ, JOSE GABRIEL

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

442503

This certificate is issued for:

LOT 381 PLAN PS630437 ALSO KNOWN AS 66 PRETTY SALLY DRIVE 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 GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 8

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/>

19 January 2026

**Sonya Kilkeny**  
Minister for Planning

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.

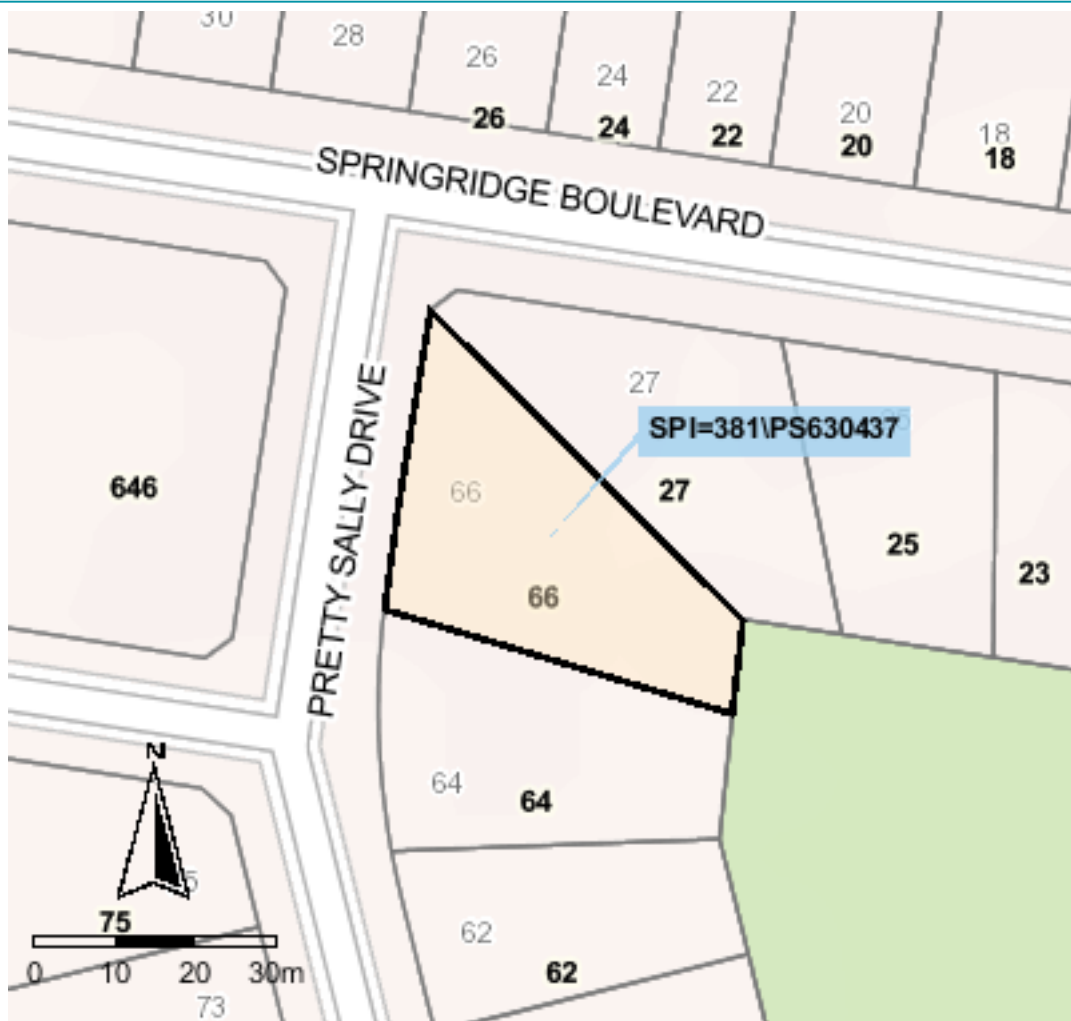
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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.

## PROPERTY DETAILS

Address: **66 PRETTY SALLY DRIVE WALLAN 3756**  
 Lot and Plan Number: **Lot 381 PS630437**  
 Standard Parcel Identifier (SPI): **381\PS630437**  
 Local Government Area (Council): **MITCHELL**  
 Council Property Number: **119397**  
 Planning Scheme: **Mitchell**  
 Directory Reference: **Melway 647 K2**

[www.mitchellshire.vic.gov.au](http://www.mitchellshire.vic.gov.au)

[Planning Scheme - Mitchell](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **KALKALLO**  
**OTHER**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

## Planning Overlay

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 8 \(DPO8\)](#)



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

## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 23 January 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**  
**No special bushfire construction requirements apply. Planning provisions may apply.**

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Complete Conveyancing Solutions Pty Ltd as The Trustee for The Tomlinson Group  
Family Trust C/- Triconvey (Reseller)  
77 Castlereagh Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 442503

NO PROPOSALS. As at the 19th 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®.

66 PRETTY SALLY DRIVE, WALLAN 3756  
SHIRE OF MITCHELL

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

Date of issue: 19th January 2026

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 79370117 - 79370117081257 '442503'**