

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 30 October 2018.

# Vendor Statement

## section 32 statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*. This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

**Land** Certificates of Title Volume 8692 Folios 725 & 725, Certificates of Title Volume 8676 Folios  
993, 994 & 995, Certificate of Title Volume 5293 Folio 470, Certificate of Title Volume 6333  
Folio 496, Crown Grant Volume 10481 Folio 495

**Property Address** 50 CAMERON LANE, BUNGEET WEST

**Vendor's name** WALLACE IRWIN BINNIE

Signature x *W. I. Binnie* Date 15/1/2024

**+ Vendor's name** GRATONA PTY LIMITED

+ Signature x *W. I. Binnie* Date 15/1/2024

**Purchaser's name** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Important information

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**1. FINANCIAL MATTERS**

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

(a) \*Their total does not exceed: \$ \_\_\_\_\_

OR

(b) \*Are contained in the attached certificate/s.

OR

(c) \*Their amounts are:

| Authority   | Amount                 | Interest (if any) |
|---|------------------------|-------------------|
| (1) <u>Benalla Rural City</u>                     | (1) \$ <u>6,489.78</u> | (1) \$ _____      |
| (2) <u>Thoona &amp; District Water Supply Inc</u> | (2) \$ <u>300.00</u>   | (2) \$ _____      |
| (3) <u>DELWP triennial fee</u>                    | (3) \$ <u>80.00</u>    | (3) \$ _____      |
| (4) _____   | (4) \$ _____           | (4) \$ _____      |

(d) \*There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge<sup>1</sup>, which are not included above; other than any amounts described in this rectangular box.

\$

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

\$ \_\_\_\_\_ To \_\_\_\_\_

Other particulars (including dates and times of payments):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**1.3 Terms 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.

\*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

**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.

\*Attached is a Law Institute of Victoria published "Additional Vendor Statement".

<sup>1</sup> Other than any GST payable in accordance with the contract.

~~**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.

(a) \*Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

(b) \*Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company: \_\_\_\_\_

Type of policy: \_\_\_\_\_ Policy no: \_\_\_\_\_

Expiry date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Amount insured: \_\_\_\_\_

**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.

(a) \*Attached is a copy or extract of any policy of insurance required under the *Building Act* 1993.  
OR

(b) \*Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company: \_\_\_\_\_

Policy no: \_\_\_\_\_ Expiry date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

**3. LAND USE**

**3.1 Easements, Covenants or Other Similar Restrictions**

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

(a)  \*Is in the attached copies of title document/s.

OR

\*Is as follows:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**3.2 Road Access**

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

**3.3 Designated Bushfire Prone Area**

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

**3.4 Planning Scheme**

\*Attached is a certificate with the required specified information.

OR

\*The required specified information is as follows:

- (a) Name of planning scheme Benalla Planning Scheme
- (b) Name of responsible authority Rural City of Benalla
- (c) Zoning of the land Farming
- (d) Name of planning overlay Nil

~~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.

OR

\*Are as follows:

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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:

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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:

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~~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.

OR

\*Are as follows:

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~~6. OWNERS CORPORATION~~

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

6.1 \*Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

OR

6.2 \*Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

6.3 \*The owners corporation is an inactive owners corporation.<sup>2</sup>

<sup>2</sup> An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

~~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*.

7.1 **Work-in-Kind Agreement**

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) \*The land is NOT to be transferred under the agreement unless the square box is marked with an "X"
- (b) \*The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X"
- (c) \*The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X"

7.2 **GAIC Recording**

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) \*Any certificate of release from liability to pay a GAIC
- (b) \*Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) \*Any certificate of exemption from liability to pay a GAIC
- (d) \*Any certificate of staged payment approval
- (e) \*Any certificate of no GAIC liability
- (f) \*Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) \*A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above

8. **SERVICES**

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

- Electricity supply     Gas supply     Water supply     Sewerage     Telephone services

9. **TITLE**

Attached are copies of the following documents:

9.1  \*(a) **Registered Title**

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

OR

\*(b) **General Law Title**

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

- \*9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

~~10. SUBDIVISION~~

10.1 **Unregistered Subdivision**

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

- (a) \*Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.  
OR
- (b) \*Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

**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 a 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:

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

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

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**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.

- (a) \*Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).  
OR
- (b) \*Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

~~**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 1 000m<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):
  - \*Are contained in the attached building energy efficiency certificate.
  - OR
  - \*Are as follows:

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**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.)*

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be automatically attached if ticked)

**13. ATTACHMENTS**

*(Any certificates, documents and other attachments may be annexed, and additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

Certificates of Title Volume 8692 Folios 725 & 725

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Certificates of Title Volume 8676 Folios 993, 994 & 995

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Certificate of Title Volume 5293 Folio 470

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Certificate of Title Volume 6333 Folio 496

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Crown Grant Volume 10481 Folio 495

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

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

Page 1 of 1

VOLUME 08692 FOLIO 724

Security no : 124110551037H  
Produced 16/11/2023 11:09 AM

**LAND DESCRIPTION**

Lot 1 on Plan of Subdivision 076532.  
PARENT TITLE Volume 07438 Folio 520  
Created by instrument C881502 12/09/1967

**REGISTERED PROPRIETOR**

Estate Fee Simple  
TENANTS IN COMMON  
As to 3 of a total of 4 equal undivided shares  
Sole Proprietor  
GRATONA PTY LTD of WHOSE ADDRESS IS AT THE OFFICE OF WARSLEY ROBERTS AND  
BLACK OF 6 STANLEY STREET WODONGA 3690  
As to 1 of a total of 4 equal undivided shares  
Sole Proprietor  
WALLACE IRWIN BINNIE of BUNGEET 3726  
M159421H 27/02/1986

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE M255370M 05/05/1986  
COMMONWEALTH BANK OF AUSTRALIA

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 or imaged folio set out under DIAGRAM LOCATION below.

AGREEMENT Section 244 Water Act 1989  
X442217X 30/04/2001

**DIAGRAM LOCATION**

SEE LP076532 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: 50 CAMERON LANE BUNGEET WEST VIC 3726

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 22/10/2016

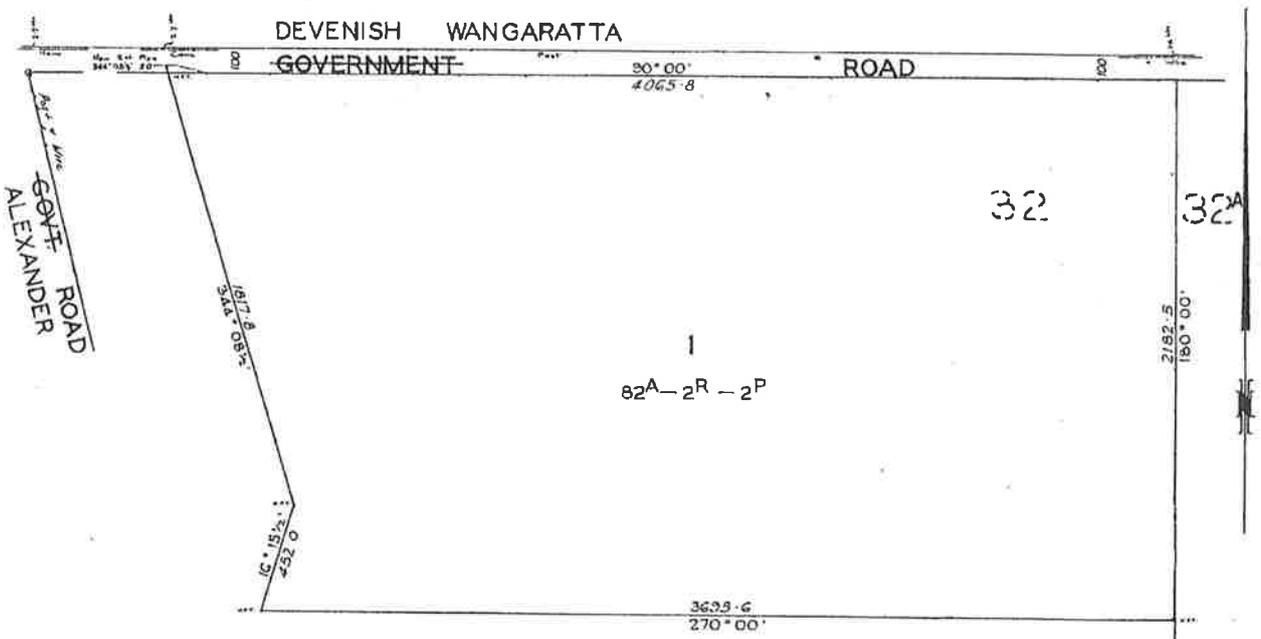
DOCUMENT END

**LP76532**  
**EDITION 1**  
 APPROVED 24/4/67

|   |                       |   |
|---|-----------------------|---|
| <p>PLAN OF SUBDIVISION OF:<br/> <b>CROWN ALLOTMENT 32</b></p> <hr/> <p>PARISH: OF BUNGEET<br/>         COUNTY: OF MOIRA</p> <p>SCALE OF CHAINS </p> | <p>APPROPRIATIONS</p> | <p>ENCUMBRANCES &amp; OTHER NOTATIONS</p> <p>The dimensions of lot 2 are based on title and are not the result of survey.</p> |
|---|-----------------------|---|

V. 7438 F. 520

LITHO



Lot 2  
 Being balance of land in C.A. 32  
 237A-1R-2 P  
 (By deduction)

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**BY LETTER**  
GOULBURN-MURRAY  
**WATER**

\$63



**X442217X**  
300401 2140 244 \$63



Lodged By: Goulburn-Murray Rural Water Authority,  
40 Casey Street  
TATURA VIC 3616



40 Casey Street  
PO Box 165  
DX 32951  
Tatura Victoria 3616  
Australia  
Telephone (03) 5833 5500  
Facsimile (03) 5833 5501  
reception@g-mwater.com.au  
www.g-mwater.com.au

Code = A3E

Our Reference: S:7053975:DB

DEPT OF NATURAL  
RESOURCES & ENVIRONMENT  
  
19 APR 2001  
  
MAIL SERVICE CENTRE

AMENDED  
18 MAR 2003

Application to register a community agreement  
Section 244 Water Act 1989

The owners of the land affected by a community agreement apply for registration of the agreement in the Register for the land.

24/9/02  
3 letters at back  
must remain  
attached &  
be imaged  
with agreement.  
J. Stephenson  
MRT

**DIVERSIONS OFFICES**

**SHEPPARTON**  
21 Wheeler Street  
Shepparton Victoria 3630  
Telephone (03) 5832 9956  
Facsimile (03) 5832 9956

**COBRAM**  
PO Box 165  
Cobram Victoria 3644  
Telephone (03) 5871 0112  
Facsimile (03) 5871 0101

**ROCHESTER**  
PO Box 165  
Rochester Victoria 3561  
Telephone (03) 5484 0415  
Facsimile (03) 5484 0450

**KERANG**  
PO Box 264  
Kerang Victoria 3579  
Telephone (03) 5451 0155  
Facsimile (03) 5452 2990

**NEWLYN**  
Midland Highway  
Newlyn North Victoria 3364  
Telephone (03) 5345 7266  
Facsimile (03) 5345 7297

**WANGARATTA**  
"Tara Court"  
Ford Street  
Wangaratta Victoria 3677  
Telephone (03) 5721 5033  
Facsimile (03) 5721 8453

9 MAY 2001

| Applicant owners   | Address  | Volume | Folio   |
|--|--|--------|---|
| Neil Alisdair Stewart<br>IAN FOSTER HECTOR MACDONALD<br>ALANNA JAMIE MACDONALD | PO Box 283 MILLERS RD<br>BUNGEET VIC 3726<br>Wangaratta Vic 3676 | 10202  | 599<br>559  |
| Phillip Irvine<br>SEE BELOW  | Sargeant Street<br>Thoona Vic 3726                               | 7392   | 368   |
| Vivienne W Kemp<br>WENDY   | "Tarrawatta", RMB 4340<br>Glenrowan Vic 3675                     | 7147   | 277   |
| Wallace I & Susanna M Blinnie<br>WALLACE IRWIN BIRNIE<br>GRATONIA PTY LTD      | RMB 1130<br>Bungeet Vic 3726                                     | 8692   | 724   |
| Graham James & Pauline<br>Helen Sinclair                                       | RMB 1180<br>Bungeet Vic 3726                                     | 9639   | 568   |
| David James Fyffe & Helen<br>Jean Jones  | Sargeant Street<br>Thoona Vic 3726                               | 9176   | 070   |
| Warren I & Tracey M Elliot<br>WARREN JOHN ELLIOT<br>TRACEY MICHELLE ELLIOT     | RMB 1355, Salmon Road<br>Thoona Vic 3726                         | 9677   | 766   |
| Cameron John Martin  | RMB 1250<br>Bungeet Vic 3726                                     | 10033  | 358   |
| Robert & Beryl Wooller<br>ROBERT WOOLLER                                       | Sargeant Street<br>Thoona Vic 3726                               | 9625   | 847   |
| 330 <sup>th</sup> P & C Nominees Pty Ltd                                       | RMB 1170<br>Bungeet Vic 3726                                     | 7130   | 902   |
| Geoffrey David Sinclair  | "Aberfieldie"<br>Thoona Vic 3726                                 | 7818   | 148   |
| Kenneth Robert & Mary Ellen<br>Gibson Bryan Ewan John Gibson                   | RMB 4360<br>Glenrowan Vic 3675                                   | 2153   | 450   |
| Mary Patricia Sammon   | Warinna Hostel<br>Piper Street<br>Yarrowonga Vic 3730            | 9386   | 700   |
| William Francis Sammon   | "Carramar"<br>Bungeet Vic 3726                                   |        |   |
| Peter Bernard & Patricia Mary<br>Duffy → Peter Bernard Duffy                   | RMB 1410<br>Thoona Vic 3726                                      | 8761   | 388   |
| PHILIP IRVINE  | SARGEANT ST<br>THOONA VIC 3726                                   |        | CROWN ALLOTMENTS<br>1, 2, 3, 4, 6 & PARTS OF<br>5 & 7 SECTION 8<br>CROWN ALLOTMENTS 1<br>& 2 SECTION 14 & |

BEING PART OF THE LAND IN V.7392 F 368

**HACKETT**

|   |   |   |     |
|---|---|---|-----|
| William Andrew & Beverly Joy Hackett                          | Sargeant Street<br>Thoona Vic 3726                  | 4315  | 818 |
| Murray McEachern<br><del>Murray John Campbell McEachern</del> | Sargeant Street<br>Thoona Vic 3726                  | 3970  | 804 |
| Thoona Pastoral Pty Ltd                                       | "Airlie", RMB 1230<br>Goorambat Vic 3725            | 9468  | 799 |
| <del>Thoona Primary School</del>                              | <del>Devonish Thoona Road<br/>Thoona Vic 3726</del> | <del>Reserved in Govt<br/>Gazette 7/12/1877<br/>page 2285</del> |     |
| John Robert & Peter Lindsay Alexander                         | RMB 1120<br>Bungeet West Vic 3726                   | 7438  | 519 |
| Brian Thomas & Mary Rose Dowling                              | 7 Edward Street<br>Corowa NSW 2646                  | 9932  | 699 |
| Malcolm Bruce Binnie  | RMB 1240<br>Bungeet Vic 3726                        | 6722  | 387 |
| Neil Geoffrey Irvine  | 30 Braeside Drive<br>Launching Place Vic 3139       | 9748  | 990 |
| WOODY'S PASTORAL CO P/L                                       | 609 CHURCH ST<br>RICHMOND 3121                      | 9332  | 474 |

Date of agreement: 1<sup>st</sup> December 2000

The agreement is attached to this application.

Dispensation is requested from production of the certificate of title.

Date: Wednesday, 18 April 2001



**DONNA BEST**  
**Water Administration**

Thoona CWSA Lodging Form.doc

AMENDED  
21 FEB 2003  
With consent of  
Current Registrar of  
Applications  
*Al*

AMENDED  
18 MAR 2003  
With consent of  
Current Registrar of  
Applications  
NN



**X442217X**  
300401 2140 244 563



**X442217X**

30/04/2001 \$63 244



**COMMUNITY WATER SUPPLY AGREEMENT**

**FOR**

**NON IRRIGATION LANDOWNERS**



**DX442217X-3-7**

# COMMUNITY WATER SUPPLY AGREEMENT

FOR

**X442217X**

30/04/2001 \$63 244

NON IRRIGATION LANDOWNERS



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DX442217X-4-4



THIS AGREEMENT is made on the 1<sup>st</sup> day of DECEMBER 2000 between the parties named in column 1 of the 1st schedule.

RECITALS:-

- A. The **Committee** holds (or is entitled to be granted) a licence granted by the **Authority** to divert water from a stated point of diversion, for the purpose of supplying water to the **landowners** in accordance with this Agreement.
- B. The **landowners** have agreed to establish a community water supply scheme, whose primary purpose is to supply water to farms and to the Township of Thoona and to distribute the **water supply** in accordance with this Agreement.
- C. The **landowners** have agreed, where applicable to grant **rights of access** over their respective lands pursuant to part 12 of the **Act** and have further agreed to licence the **landowners** and the **Committee** to enter upon their lands for the purposes of laying pipes channels fittings and the like and repairing and maintaining same so as to allow the **Committee** to operate the community water supply scheme.
- D. The **Council** have agreed to part of the **works** being constructed in or along its road reserves.(Where applicable)
- E. The **landowners** have agreed that the supply of water and the **works** will benefit all of the **landowners**.
- F. The **landowners** are aware that this Agreement will not have any force or effect until registration under the Transfer of Land Act 1958 as provided for in sections 236 and 244 of the **Act**.

NOW IT IS HEREBY AGREED:-



DEFINITIONS

- 1.1 In this Agreement unless the context otherwise indicates the following terms and phrases have the following meanings:-
  - “**Act**” means the Water Act 1989.
  - “**Annual charge**” means the charge set by the **Committee** each year as provided in clause 8.3 and 8.6.
  - “**Association**” means The Thoona and District Water Supply Incorporated.
  - “**Authority**” means the Goulburn-Murray Rural Water Authority and its successors

X442217X

30/04/2001 \$63 244



including, (where applicable) any successory licensee under the Water Industry Act 1994.

**“Committee”** means the Committee as from time to time constituted under clause 2.2.

**“Council”** means the relevant Shire Council or its successors.

**“Entitlement”** means the volume of water in megalitres set out opposite each landowners name in column 3 of the 1st schedule or such other volume as provided by this Agreement.

**“Financial year”** means the year ending 30 June, unless the Committee determines otherwise.

**“Landowner”** means the persons named in column 1 of the 1st schedule or in column 1 of the 2nd schedule (as the case may be), together with their respective personal representatives, transferees and assigns. The number allocated to each landowner in column 1 of the 1st schedule may be used in this Agreement to describe that landowner.

**“Land affected by the scheme”** means the respective lands owned by the landowners and which at the date of this Agreement are described in column 2 of the 1st schedule or are otherwise described or required to be described, in the Register.

**“Maintain”** includes to repair, alter and replace and **“maintenance”** has a similar meaning.

**“Maintenance expenses”** means the costs and expenses relating to the operation and maintenance of the works, administration expenses, insurance premiums and other necessary and incidental expenses relating to the implementation of the Agreement including any costs and expenses incurred by the Committee pursuant to section 245 of the Act after implementation of this Agreement.

**“Point of supply”** means the point on the boundary of a landowner’s land to which the Committee shall supply the landowners entitlement.

**“Private works”** means the internal works (whether by earthen channel or otherwise) that are required to convey a landowner’s entitlement from the point of supply to the landowner’s land affected by the scheme and includes any storage dams or tanks necessary to store the entitlement.

**“Purchaser”** includes an assignee or a transferee.

**“Purpose”** means the authorised types of uses of the entitlement as described in columns 3 and/or 4 of the first and second schedules

**“Right of access”** means access for water supply purposes over land owned by another person and as more specifically provided in section 234 of the Act.



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**“Secretary”** means the secretary of the **Committee**.

**“Sells”** includes to transfer or assign.

**“Special resolution”** means a resolution, proposed as a special resolution and passed by two thirds of the **landowners** present in person or by proxy, at a meeting of **landowners** at which the resolution was proposed.

**“Water supply”** means the volume of water held under a licence issued to the **Committee** under sections 51 and 67 of the **Act** or agreed to be supplied by the **Authority** to the **Committee**.

**“Works”** means the works required to deliver the **water supply** and includes:

- (a) the works more particularly described in the 3rd schedule; and
- (b) the plant and machinery necessary to allow the **works** to function as a **water supply** system; but
- (c) does not include **private works**.

1.2 Words in bold type, unless the context otherwise indicates, are to be construed according to the meaning of them given by this Agreement.

1.3 This Agreement is to be interpreted as including any agreements varying this Agreement and registered under the Transfer of Land Act 1958.

1.4 The singular includes the plural and vice versa.

1.5 A word denoting any gender includes all genders.



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1.6 A reference to a person includes a reference to a firm, corporation or other corporate body and vice versa.

1.7 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

1.8 A reference to a statute shall include any statutes amending, consolidating or replacing same and shall also include any regulations made under such statutes as those regulations are in force from time to time.

1.9 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

1.10 This Agreement is entered into by the **landowners** as a mutual and co-operative agreement to facilitate a supply of their **entitlements** to their **lands affected by the scheme**. The consideration given by all and each of the **landowners** for this agreement are the mutual covenants given by each to each other for the purposes of



providing the **water supply** to their respective lands. In the interpretation of this agreement the **landowners** agree that any court, tribunal, arbitrator, expert or other person adjudicating on the construction of or the interpretation of this Agreement must take into account the mutual objectives of the **landowners** as set out in this clause and the Agreement generally, and that each **landowner** benefits from the supply of the **water supply** and carries the obligation of facilitating, within the terms of this Agreement, other **landowners** receiving their **entitlements**.

## THE COMMITTEE

### *General*

- 2.1 There shall be a governing committee which shall consist of the **Association**.

### *Incorporation of an Association*

- 2.2 The Committee of Management of the **Association** shall be the **Committee** for the purposes of this Agreement and -
- (a) the members of the **Committee** shall be the members of the Committee of Management of the **Association**; and
  - (b) this Agreement shall be read so as the powers, obligations and functions of the **Committee** shall be exercised and performed by the Committee of Management of the **Association**.

## MEETINGS OF LANDOWNERS

- 3.1 The **landowners** may hold general meetings for the purposes of exercising any powers under this Agreement or the **Act** and the provisions of the 4th schedule shall apply to such meetings of **landowners**.



## ACCESS OVER LAND

### *Licence*



4.1 Each **landowner** hereby grants during the continuance of this Agreement separate licences to the **Committee** and to each of the other **landowners** or their servants or agents, over their respective **lands affected by the scheme**, conferring the right to enter each **landowner's** land to **maintain** the **works** and the supply of the **water supply** therefrom. The area over which licence is granted shall be sufficient to enable entry upon each **landowner's** land together with motor vehicles, machinery and equipment for the purposes of **maintaining** the **works** and enabling the supply of the **water supply** to all **landowners**. At the date of this agreement the areas over which the licences are granted are set out on the plan annexed.

4.2 A **landowner** shall not revoke the licence granted to the **Committee** and the other **landowners** under this Agreement unless a **right of access** is granted by the **landowner** under clause 4.4 in favour of the other **landowners**.

4.3 For the purpose of clause 4.2 of this Agreement, any **right of access** required to be granted, need only be granted to such **landowners** who, because of the revocation of the licence granted under clause 4.1, require a **right of access** for the supply of their **entitlement**.

*Agreement to grant rights of access*

4.4 Subject to clause 4.3, each **landowner** agrees, upon the request of another **landowner**, to grant a **right of access** over his land for the purposes of this Agreement. Such **right of access** shall be at least 5 metres wide and be situated over the land where the **works** are situated or over such other area as is agreed. Should any dispute arise as to such **right of access** or the positioning of same or the terms and conditions of same, then such dispute shall be deemed to be a refusal by the **landowner** to agree to grant a **right of access** and the matter shall be determined according to section 235 of the Act PROVIDED HOWEVER it is hereby agreed that in determining such **right of access** the **landowner** over whose land a **right of access** is sought, shall not be entitled to compensation for such **right of access** unless the **landowner** requesting the **right of access** requests that it be in a position different to that over which the works servicing that **landowner** have been constructed under the licence aforesaid.

4.5 For the purpose of clause 4.4, this Agreement shall be deemed to be the notice required to be given under section 234 (1) of the Act.



*Access by the Committee*

4.6 The **landowners** agree to permit any person appointed by the **Committee**, including that person's servants and agents, together with vehicles and machinery, the right to enter upon each of their respective **lands affected by the scheme** for the purpose of constructing, operating, **maintaining** or removing the **works**.

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*Authorisation to seek access*

- 4.7 As provided for in section 245(2) of the Act, the **landowners** by this Agreement authorise the **Committee** to act as their agent to seek a **right of access** over land owned by other persons or any **landowner**.

**CONSTRUCTION AND MAINTENANCE OF WORKS**

*Construction*

- 5.1 The **Committee** shall be responsible for constructing the **works**.

*Maintenance*

- 5.2 The **Committee** shall be responsible for ensuring that the **works** are properly **maintained** and kept free of obstructions by such reasonable and usual methods as the **Committee** may determine. Notwithstanding anything contained in this clause the **maintenance** of any fence shall be the responsibility of the **landowner** upon whose land the fence is erected unless otherwise determined by the **Committee**.
- 5.3 The **Committee** must cause **maintenance** works to be carried out upon the **works** if so directed at any time by a general meeting of **landowners**.
- 5.4 Each **landowner** shall be responsible for the construction and **maintenance** of that **landowner's private works**.

*Compliance with conditions imposed by affected bodies*

- 5.5 The **Committee** and the **landowners** must at all times comply with any directions given by any public statutory authority relating to the **maintenance** or use of the **works**.



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*Interference with the works*

- 5.6 Except as provided by the Act, a **landowner** must not, without first obtaining the consent of the **Committee**:-
- (i) construct any crossing or other obstruction in or across the **works**;

- (ii) clean, widen, deepen or otherwise interfere with the **works** or the flow of water within the **works**;
- (iii) interfere with access to the **works**; or
- (iv) intentionally cause any other water to enter in, or flow along the **works**.

***Use of agricultural chemicals***

- 5.7 The **Committee** must, at least 7 days prior to the introduction of any pest or weed control chemicals into the **works** or water contained within the **works**, give notice to the **landowners** likely to be affected by the introduction of such chemicals, either by post, facsimile or telephone, and if any portion of the works are situated in or across lands or over which the **Council** has the care and management, obtain the permission of the **Council** to the proposed use of the chemicals.
- 5.8 Clause 5.7 does not apply to the spraying of the **works** with chemicals to control weed or vegetation growth.

**SUPPLY OF WATER SUPPLY**



***Supply***

- 6.1 Subject to clause 6.3 the **Committee** in any financial year may in its absolute discretion deem fit operate the **works** to allow adequate opportunity for each of the **landowners** so entitled to obtain their **entitlement**.

***Conditions on supply***

- 6.2 The **Committee** may impose, by notice, terms and conditions on a **landowner** in respect of:-
- (a) the supply of water from the **works**;
  - (b) the time of supply;
  - (c) the construction or maintenance of any **private works**; or
  - (d) any other matter regulated by or affecting the implementation of this Agreement.



***Reduction, restriction or discontinuance of supply***

- 6.3 The **Committee** may reduce or restrict the quantity of the **entitlement** to any **landowners** or discontinue or permanently discontinue the supply of the **entitlement** to any **landowner** in its absolute discretion if:-

- (a) the **Committee** is, because of a shortage of water or for any other unavoidable cause, unable to supply to **entitlement** which would otherwise be supplied to a **landowner**;
- (b) the **Committee** believes that the reduction, restriction or discontinuance is necessary to avoid future water shortages;
- (c) any **private works** for the supply of the **entitlement** are, in the opinion of the **Committee**, inadequate or not properly constructed or maintained;
- (d) the **landowner** contravenes or is in breach of this Agreement;
- (e) the **landowner** refuses entry upon his **lands affected by the scheme** to the **Committee** or any person authorised by the **Committee**; or
- (f) the **landowner** refuses or fails to pay any money due to the **Committee** pursuant to this Agreement.

6.4 If the **Committee** determines to reduce an **entitlement** under clause 6.3 (a) or (b) it must do so in the same proportion to all **landowners**.

*Transfer of entitlement*

6.5 A **landowner** shall not be entitled to compensation from the **Committee** due to the sale of the whole or any part of that **landowner's land affected by the scheme or entitlement**.

*Landowner obligations*

- 6.6 A **landowner** must not, and must ensure that the occupier of a **landowner's land** does not:-
- (a) interfere with any works of the **Authority** or the **Association**;
  - (b) interfere with the taking by another **landowner** of his **entitlement**; and
  - (c) use his **entitlement** other than for the purpose.

DUTY OF SECRETARY

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*Secretary to be the contact person*

7.1 Unless otherwise unanimously agreed by the **landowners** the **secretary** shall be the contact person for dealing with the **Authority**.



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***Obligations of secretary***

7.2 The **secretary** must:-

- (a) where supply to individual **landowners** is metered, keep a record of the volume of the **entitlement** used by each **landowner**, and if requested, advise in writing the volume so used for any period.
- (b) pay on behalf of the **Association** all monies owing to the **Authority**; and
- (c) carry out all other dealings with the **Authority**.

***Reading of meter***

7.3 The **secretary** may, at any time, read and record any meter/s to determine the supply of water to the **Committee** or any **landowner**.

***Measurement of water taken***

7.4 Should at any time there be no metering device to record the volume of water delivered by the **Authority** to the **Committee**, or should such meter malfunction or should a **landowner** fail to record the readings on such meter or fail to notify the **secretary** of such readings, then the **secretary** shall calculate the amount of water supplied to the **landowner** according to the methods usually adopted by the **Authority** to calculate water supplied by is when the volume of water has not been or properly been measured by a metering device.

**FINANCIAL MATTERS**



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***Capital charge***

- 8.1 The **Committee** may impose on each of the **landowners** a capital charge for the purposes of constructing, obtaining and installing the works.
- 8.2 The **Committee** shall determine the capital charge either as an equal amount between the **landowners** or an amount fixed according to each **landowner's entitlement**.

***Annual charge***

8.3 In each financial year, the **Committee** must prepare an estimate of the expenses of administering and supplying an **entitlement** and must set an **annual charge** in respect of each **landowner**. In setting the **annual charge** the **Committee** must include the cost of licensing charges from the **Authority** and the **Committee** must also take into account, the **maintenance expenses**, the reasonable costs and expenses of administering this Agreement and the supplying of each **landowner's water supply**.

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8.4 The **annual charge** may be:-

- (a) a fixed amount; or
- (b) an amount fixed according to the entitlement volume and/or usage of each **landowner's entitlement**; or
- (c) any combination of amounts referred to in paragraphs (a) and (b).

8.5 The **Committee** must give notice to each **landowner** of the **annual charge** payable by that **landowner**.

*Payment and recovery of monies*

8.6 The **Committee** may require payment of money due under this Agreement at such time and in such manner as the **Committee** may determine. If the time for payment of any amount is not stipulated by the **Committee**, then such amount must be paid within 30 days of notice being given. In particular the **Committee** may require a **landowner** to pay to it the cost per megalitre of water charged by the **Authority** to the **Committee** before supplying to the **landowner** any **entitlement**.

8.7 Notwithstanding anything contained in clauses 8.3 and 8.4 a **landowner** must pay the **annual charge** whether or not in any **financial year** that **landowner** has used all of his **entitlement**.

8.8 Any money due to the **Committee** under this Agreement bears interest, calculated on a daily basis, from the date that the money becomes due to the date that the money is paid, at the rate fixed by the **Committee** not exceeding the rate fixed from time to time under the **Act** or the Water Industries Act 1994 (as the case may be) for unpaid fees imposed under tariffs.

8.9 The **landowners** authorise the **Committee** to sue any **landowner** to recover payment of any monies due under this Agreement in any Court of competent jurisdiction.

8.10 Each **landowner** hereby charges his **entitlement** in favour of the **Committee** for any monies owned by the **landowner** to the **Committee**.

*Accounts*

- 8.11 (a) The **secretary** must keep proper books of accounts in relation to the moneys received and expended by the **Committee**.
- (b) The **secretary** must present a statement of receipts and expenditure at the annual general meeting of **landowners**. The statement must be audited if previously requested by a meeting of **landowners**.



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*Requests for information*

- 8.12 At the request of any person, the **secretary** must provide the person with a statement of any monies owing by a **landowner** under this Agreement, and a copy of, or an extract from, the Register insofar as it affects the **land affected by the scheme** of the **landowner** inquired of. The **Committee** may from time to time fix a fee for carrying out the provisions of this clause, provided that such fee shall not exceed the fee from time to time prescribed under section 158 of the **Act** for Information Statements.

**SALE OF LAND**

*Obligations on sale of land*

- 9.1 If a **landowner** sells any part of any **land affected by the scheme** which is entitled to receive a **water supply** from the **works** and that land does not have legal access to receive such a supply from the **works**, the **landowner** must grant to the **purchaser**, as part of the consideration of such sale, an easement for water supply or **rights of access** for water supply over any other lands retained by the **landowner** to provide legal access for the supply of the **water supply**.

**WATER SUPPLY**

*Not to trade in water*

- 10.1 The **Committee** shall not permanently or temporarily trade any part of its **water supply**.

*Purchase of additional water*

- 10.2 Notwithstanding clause 10.1, the **Committee** may purchase additional water to supplement its **entitlement**.

*Sales Allocation*

- 10.3 The Agreement volume does not attract water sales entitlement.

*Natural Water Flows*

- 10.4 Diversion of natural flows from the Boosey Creek are not permitted under this Agreement



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## RELEASE FROM AGREEMENT

### *Landowner may apply to be released from Agreement*

- 11.1 Notwithstanding anything else contained in this Agreement a **landowner** may apply to the **Committee** for the Agreement to be varied so that:-
- (a) the **landowner** and the **landowner's lands affected by the scheme** no longer form part of this Agreement; and
- 11.2 A copy of such application shall as soon as reasonably possible be served on all other **landowners**.
- 11.3 Any other **landowner** may, prior to the date set by the **Committee**, but not less than 30 days from the serving of the notice under clause 11.2, object to the application.
- 11.4 The **Committee**, shall take into account all objections received from other **landowners** to the proposal, but shall not unreasonably refuse the application.
- 11.5 The **Committee** shall service notice of its decision whether or not to grant the request, upon the applicant and all other **landowners** whether or not they were objectors.
- 11.6 Notwithstanding clause 11.4 the **Committee** shall only approve the request on the condition (including any other conditions that the Committee may impose) that:-
- (a) it is satisfied that the requesting **landowner** has granted all and any **rights of access** necessary for the continuance of the **water supply** under this Agreement;
  - (b) the requesting **landowner** has entered into an agreement amending this Agreement pursuant to section 245 of the Act incorporating these amendments;
  - (c) all monies due under this Agreement have been paid by the requesting **landowner** to the **Committee**; and
  - (d) the requesting **landowner** has paid or has agreed to the satisfaction of the **Committee** to pay all the costs, legal expenses, stamp duties or any other expenses required to implement the amending agreement.

## GENERAL



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***Register***

- 12.1 The **Committee** must keep a Register in the form or its like of the 2nd schedule and ensure that it shows any changes in the ownership of **land affected by the scheme** and any changes to a **landowners** entitlement to a **entitlement**.

***Disputes***

- 12.2 Disputes between the **landowners** arising under this Agreement shall be determined by the **Committee** or a person or persons appointed by the **Committee** to act in its stead. The **Committee** or any persons appointed must act according to the principles of natural justice and their decision shall be final and binding on all parties.
- 12.3 Clause 12.2 does not apply to disputes in respect of which part 12 of the **Act** provides a method of resolution or confers a right of appeal on a party to the dispute.

***Mediation***

- 12.4 Notwithstanding clauses 12.2 and 12.3, the parties to a dispute may agree to determine their dispute by mediation. In such an event any agreement reached by mediation shall be final and binding on both parties. The mediator shall set the rules governing the mediation

***Victorian laws apply***

- 12.5 This Agreement shall be governed by the law relating to the State of Victoria.

***Committee members indemnified***

- 12.6 The **landowners** jointly and severally indemnify each member of the **Committee** for all costs, expenses, losses and liabilities which such members may incur or have imposed in the execution of his or her position as a **Committee** member.



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***Changes to Agreement***

- 12.7 The **landowners** may, by **special resolution**, authorise the **Committee** to sign an agreement for the purposes of section 245 of the **Act** to vary or revoke this Agreement provided however, that no such alteration shall operate so as to vitiate any agreement with or conditions imposed by the **Council** or any other public statutory Authority.
- 12.8 The **landowners** appoint the **Committee** to be their joint and several lawful attorneys for the purposes of signing any variation or revocation of this Agreement pursuant to section 245 of the **Act** as agreed to by a **special resolution** of **landowners**.

***Transfer of committee functions***

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12.9 The **Committee** must, if directed by a **special resolution** of the **landowners** request the **Authority** or the **Council** to perform the functions and exercise the powers of the **Committee** as provided for in section 246 of the **Act**.

*Notices*

12.10 Where the Agreement provides for notice to be given to a person or party then, unless the Agreement provides otherwise, notice must be in writing and may be given:-

- (a) by delivering it personally to the person to whom it is to be given;
- (b) by pre-paid post, addressed to the person to whom it is to be given at that person's last known address;
- (c) by facsimile to the facsimile number of the addressee; or
- (d) by any other method of electronic service or communication approved at law.

12.11 A notice or other communication is deemed served:

- (a) if delivered, upon delivery;
- (b) if posted, on the expiration of 2 business days after the date of posting;
- (c)
  - (i) if sent by facsimile prior to 5.00 pm on a business day - that day;
  - (ii) if sent by facsimile after 5.00 pm - at 9.00 am on the next business day at the place where it is received;
- (d) if sent by any other method of electronic service or communication - at the time the notice or communication is communicated to the person concerned.

*Severance*

12.12 If any provision of this Agreement is either held void or unenforceable by any arbitrator, court or tribunal, then to the extent possible at law that provision shall be struck out and the balance of this Agreement shall continue to apply.

*Waiver*

12.13 No consent or waiver by a **landowner** or the **Committee** of any breach by a **landowner** of this Agreement shall amount to a waiver of the relevant party's rights arising from this Agreement.

*Authorisation of lodging party*



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12.14 The **landowners** hereby authorise and empower the person or solicitor lodging this agreement for registration at the Land Titles Office pursuant to section 237 or 245 of the **Act** to consent to any amendments to the Agreement or to the Application to register the Agreement for the purposes of correcting or altering any minor misdescription or error appearing in the Application or the Agreement to enable registration at the Land Titles Office and without limiting the generality of this clause, including:-

- (a) any typographical errors;
- (b) any error in the description of any lands referred to in the Application or the Agreement; and
- (c) any error in the description of the name or address of any party to the Application or Agreement (but not including the substitution of any new **landowner**).

***Termination of Agreement***

12.15 If the **landowners**, by **special resolution**, resolve to terminate this Agreement, then, subject to any contrary terms in the resolution:-

- (a) The **landowners** appoint the **Committee** to act as their agent pursuant to section 245 (2) of the **Act**; and
- (b) the **Committee** shall;
  - (i) execute and register at the Land Titles Office an agreement terminating this Agreement;
  - (ii) **sell** or otherwise dispose of the **works** and, if so required by a **landowner**, pay the costs of filling any channels constituting part of the **works** on that **landowner's** property; and
  - (iii) after payment of all expenses, costs and fees necessary to complete the termination of this Agreement, divide any monies left between the **landowners**.



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SIGNED as a Deed by the landowners and successors

Please Print name here

Please Sign name here

- |    |                                  |   |
|----|----------------------------------|---|
| 1  | <u>NEIL ALISAIR STEWART</u>      | <i>Neil Stewart</i>                     |
| 2  | <u>PHILIP IRVINE</u>             | <i>Philip Irvine</i>                    |
| 3  | <u>VIVIENNE W. KEMP</u>          | <i>Vivienne Kemp</i>                    |
| 4  | <u>SUSANNE BINNIE</u>            | <i>Sue Binnie</i>                       |
| 5  | <u>WALLACE I BINNIE</u>          | <i>W.I. Binnie</i>                      |
| 6  | <u>GRAHAM SINCLAIR</u>           | <i>Graham Sinclair</i>                  |
| 7  | <u>PAULINE SINCLAIR</u>          | <i>Pauline Sinclair</i>                 |
| 8  | <del>DAVID JAMES ELLIOTT</del>   | <del><i>David James Elliott</i></del>   |
| 9  | <del>WALTER TRALEY ELLIOTT</del> | <del><i>Walter Traley Elliott</i></del> |
| 10 | <u>WALTER ELLIOTT</u>            | <i>W. Elliott</i>                       |
| 11 | <u>CAMERON MARTIN</u>            | <i>Cameron Martin</i>                   |
| 12 | <u>ROBERT K BERYL WOOLLA</u>     | <i>Robert Woolla</i>                    |
| 13 | <u>330TH P/C NOMINEES</u>        | <i>(A. Woolla)</i>                      |
| 14 | <u>~~~~~</u>                     | <i>(Patricia Woolla)</i>                |
| 15 | <u>Geoffrey D Sinclair</u>       | <i>Geoffrey D Sinclair</i>              |
| 16 | <u>PETER B. DUFFY</u> x          | <i>Peter B. Duffy</i>                   |
| 17 | <u>PATRICIA M. DUFFY</u> x       | <i>Patricia M. Duffy</i>                |
| 18 | <u>W.A. &amp; B.J. HACKETT</u> x | <i>W.A. Hackett</i>                     |
| 19 | <u>~~~~~</u>                     | <i>x B.J. Hackett</i>                   |



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SIGNED as a Deed by the landowners and successors

Please Print name here

Please Sign name here

- 1 NEIL ALISTAIR STEWART *[Signature]*
- 2 NEIL GEOFFREY IRVINE *[Signature]*
- 3 Helen Joan Jones *[Signature]*
- 4 \_\_\_\_\_
- 5 PETER ALEXANDER x *Peter Alexander*
- 6 JOHN ALEXANDER x *John R Alexander*
- 7 \_\_\_\_\_
- 8 \_\_\_\_\_
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Please Print name here



Please Sign name here



20 Kenneth R. GIBSON

*K Gibson*

21 MARY E. GIBSON

*M. E. Gibson*

22 MARY P. SAMMON

*MP Sammon*

23 WILLIAM F SAMMON

*W Sammon*

24 ~~RAYMOND BROUGHTON~~

~~*[Signature]*~~

25 SALLY BROUGHTON

*Sally Broughton*

26 ~~THEONA PASTORAL~~

~~*[Signature]*~~

27 ~~CO. DH.~~

28 MURRAY MCEACHERN

~~*[Signature]*~~

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} SOLD



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Please Print name here

Please Sign name here

20 THOONA PASTORAL CO P/L

*J. Sinclair*



**THOONA PRIMARY SCHOOL No. 2056**

21 \_\_\_\_\_

22 \_\_\_\_\_

23 ~~THOONA PRIMARY SCHOOL~~  
24 ~~T. BOWER~~

*J. Bower*

25 ~~JOHN R. ALEXANDER~~

*John Alexander*

26 ~~PETER ALEXANDER MARYROSE~~

*Peter Alexander*

27 ~~SAM DOWLING~~

*Sam Dowling* SOLD TO  
*John Alexander*

28 ~~BRIAN DOWLING~~

*Brian Dowling*

29 MALCOLM BRUCE BINNIE

*Bruce Binnie*

30 NEIL IRVINE

31 MAREE ONDERWATER



32 GRANTONA PTY LTD

33 \_\_\_\_\_

34 GRANTONA Pty Limited

*M. Binnie*  
Director

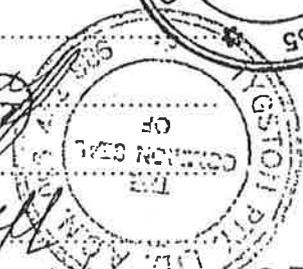


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WPC 37 WOODY'S PASTORAL CO

*John Woodroff*



38 \_\_\_\_\_

39 ADDRESS

*John Woodroff*  
**JOHN BURKE WOODROFF.**  
SOLE DIRECTOR

40 609 CHURCH ST

RICHMOND VIC 3121.



SOLE COMPANY SECRETARY OF  
**WOODY'S PASTORAL PTY LTD**

**X442217X**

30/04/2001 \$63 244



**THOONA & DISTRICT WATER SUPPLY  
WORKS MAP**

The pumping shed at Point A consists of an 11 H.P. Lister motor with an 8 inch pump.

The water is pumped into an elevated channel 50 metres from the pumping shed. From here it runs along until it joints the Boosey Creek at Point B.

The water flows down the Boosey Creek to the township of Thoona then out through the Bungeet district as far as Point C.

The list of licensed water users are marked on the map as follows:-

- |         |                              |
|---------|------------------------------|
| 1       | Mrs K Gibson                 |
| 2       | Mr T Woodruff                |
| 3       | Mrs W Kemp                   |
| 4       | Mr N Irvine                  |
| 5       | Mr & Mrs R Wooller           |
| 6       | Mr W Hackett                 |
| 7       | Mr M McEachern               |
| 8       | Jones & Fyffe                |
| 9       | Thoona State School          |
| 10      | P Irvine                     |
| 11      | I Sinclair                   |
| 12      | G Sinclair                   |
| 13      | R Elliott                    |
| 14      | G Sinclair                   |
| 15      | P Duffy                      |
| 16      | W Sammon                     |
| 17      | A Stewart                    |
| 18      | I McDonald                   |
| 19 & 20 | J & P Alexander (2 licences) |
| 21      | W & S Binnie                 |
| 22      | I Martin                     |
| 23      | Binnie Bros                  |



DX442217X-24-9

**X442217X**



**FIRST SCHEDULE**

*Description of Landowners and land affected by the Scheme*

| Column 1   | Column 2           |                     |          |  |                      |                        |   | Column 3                       |
|--|--------------------|---------------------|----------|--|----------------------|------------------------|---|--------------------------------|
| Name & Residential/Postal address of each Landowner  | Prim. Prod. Yes/No | Description of Land |          |  |                      |                        | Volume & Folio-Numbers                                  | Purpose                        |
|  |                    | Lot No.             | Plan No. | Crown Allotment                                    | Section              | Parish                 |   |                                |
| Neil Alisdair Stewart<br><del>PO Box 283 28 Decker St.</del><br>Wangaratta Vic 3676              | Yes                |                     |          | 10C  | No Sec               | Mokoan                 | V: <del>10202</del><br>6190<br>F: <del>500</del><br>929 | 10202/559<br>Communal Domestic |
| Phillip Irvine<br>Sargeant Street<br>Thoona Vic 3726   | Yes                |                     |          | 1, 2, 3, 4, 6<br>and parts 5 &<br>7<br><br>1 and 2 | 8<br><br>14          | Mokoan                 | V: 7392<br>F: 368<br><br>PART                           | Communal Domestic<br><br>X     |
| Vivienne W Kemp<br>"Tarrawatta"<br>RMB 4340<br>Glenrowan Vic 3675                                | Yes                |                     |          | 45C, 47A1,<br>47B, 47C,<br>47G, and 48A<br><br>62  | No Sec<br><br>No Sec | Mokoan<br><br>Taminick | V: 7147<br>F: 277                                       | Communal Domestic<br><br>✓     |
| Wallace I & <del>Susanne M</del><br>Binnie<br>RMB 1130<br>Bungeet Vic 3726<br>+ GRATONA Pty Ltd. | Yes                | 1                   | 76532    | Part 32  | No Sec               | Bungeet                | V: 8692<br>F: 724                                       | Communal Domestic<br><br>✓     |

Continue...



| Column 1  | Column 2           |                     |          |                 |         |         |                      | Column 3          |
|---|--------------------|---------------------|----------|-----------------|---------|---------|----------------------|-------------------|
| Name & Residential/Postal address of each Landowner   | Prim. Prod. Yes/No | Description of Land |          |                 |         |         |                      | Purpose           |
|   |                    | Lot No.             | Plan No. | Crown Allotment | Section | Parish  | Volume & Folio No.s  |                   |
| Graham James & Pauline<br>Helen Sinclair<br>RMB 1180<br>Bungeet Vic 3726                        | Yes                |                     |          | 10D             | No Sec  | Mokoan  | V: 9639<br>F: 568 ✓  | Communal Domestic |
| <del>David James Fyffe &amp; Helen<br/>Jean Jones<br/>Sargeant Street<br/>Thoona Vic 3726</del> | No                 | 1                   | 116173   | Part 30         | No Sec  | Mokoan  | V: 9176<br>F: 070 ✓  | Communal Domestic |
| Warren J & Tracey M Elliot<br>RMB 1355<br>Salmon Road<br>Thoona Vic 3726                        | Yes                |                     |          | part<br>15B     | No Sec  | Mokoan  | V: 9677<br>F: 766 ✓  | Communal Domestic |
| Cameron John Martin<br>RMB 1250<br>Bungeet Vic 3726   | Yes                |                     |          | 2, 5 and 5A     | No Sec  | Bungeet | V: 10033<br>F: 358 ✓ | Communal Domestic |

Continue...



**X442217X**

30/04/2001 963 244



| Column 1   | Column 2           |                     |          |                             |                      |                       |                     | Column 3          |
|--|--------------------|---------------------|----------|-----------------------------|----------------------|-----------------------|---------------------|-------------------|
| Name & Residential/Postal address of each Landowner                      | Prim. Prod. Yes/No | Description of Land |          |                             |                      |                       |                     | Purpose           |
|  |                    | Lot No.             | Plan No. | Crown Allotment             | Section              | Parish                | Volume & Folio No.s |                   |
| Robert & Beryl Wooller<br>Sargeant Street<br>Thoona Vic 3726             | No                 | 2                   | 116173   | Part 30                     | No Sec               | Mokoan                | V: 9625<br>F: 847 ✓ | Communal Domestic |
| 330 <sup>th</sup> P & C Nominees Pty Ltd<br>RMB 1170<br>Bungeet Vic 3726 | Yes                |                     |          | 1, 1A, 1B and 1C<br><br>10A | No Sec<br><br>No Sec | Bungeet<br><br>Mokoan | V: 7130<br>F 902 ✓  | Communal Domestic |
| Geoffrey David Sinclair<br>"Aberfieldie"<br>Thoona Vic 3726              | Yes                |                     |          | 15D                         | No Sec               | Mokoan                | V: 7818<br>F: 148 ✓ | Communal Domestic |
| Kenneth Robert & Mary<br>Ellen Gibson<br>RMB 4360<br>Glenrowan Vic 3675  | Yes                |                     |          | part 21                     | No Sec               | Taminick              | V: 2153<br>F: 450 ✓ | Communal Domestic |



Continue...

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| Column 1  | Column 2           |                     |          |  |         |         |                     | Column 3             |
|---|--------------------|---------------------|----------|--|---------|---------|---------------------|----------------------|
| Name & Residential/Postal address of each Landowner                           | Prim. Prod. Yes/No | Description of Land |          |  |         |         |                     | Purpose              |
|   |                    | Lot No.             | Plan No. | Crown Allotment  | Section | Parish  | Volume & Folio No.s |                      |
| Mary Patricia Sammon<br>Warinna Hostel, Piper Street<br>Yarrowonga Vic 3730   | No                 |                     |          | (part) 13A, 13B,<br>13C, 13D,<br>33A, 33B and<br>part 12A and<br>34A | No Sec  | Mokoan  | V: 9385<br>F: 700   | Communal<br>Domestic |
| William Francis Sammon<br>"Carramar"<br>Bungeet Vic 3726                      | Yes                |                     |          |  |         |         | ✗                   |                      |
| Peter Bernard & Patricia<br>Mary Duffy<br>RMB 1410<br>Thoona Vic 3726         | Yes                |                     |          | 34F, 35B and<br>35D  | No Sec  | Bungeet | V: 8761<br>F: 388   | Communal<br>Domestic |
|   |                    |                     |          | 7B1 and 7B2  | No Sec  | Mokoan  | ✓                   |                      |
| William Andrew & Beverly<br>Joy Hackett<br>Sargeant Street<br>Thoona Vic 3726 | No                 |                     |          | Pt 3 and 4   | 4       | Mokoan  | V: 4315<br>F: 818   | Communal<br>Domestic |
|   |                    |                     |          |  |         |         | ✓                   |                      |
| Murray McEachern<br>Sargeant Street<br>Thoona Vic. 3726                       | No                 |                     |          | 5  | 4       | Mokoan  | V: 3970<br>F: 804   | Communal<br>Domestic |

Continue...

**X442217X**

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| Column 1   | Column 2           |                     |          |                               |         |         |  | Column 3          |
|--|--------------------|---------------------|----------|-------------------------------|---------|---------|--|-------------------|
| Name & Residential/Postal address of each Landowner  | Prim. Prod. Yes/No | Description of Land |          |                               |         |         |  | Purpose           |
|  |                    | Lot No.             | Plan No. | Crown Allotment               | Section | Parish  | Volume & Folio No.s                                |                   |
| Thoona Pastoral Pty Ltd<br>"Airlie"<br>RMB 1230<br>Goorambat Vic 3725  | Yes                |                     |          | 28A and Part 30               | No Sec  | Mokoan  | V: 9468<br>F: 799                                  | Communal Domestic |
| <div style="position: absolute; left: -100px; top: 50px; font-size: 24px; font-weight: bold;">All out</div> Thoona Primary School<br>Devenish Thoona Road<br>Thoona Vic 3726 | No                 |                     |          | 6<br>(State School Reserve)   | 3       | Mokoan  | Reserved in Government Gazette 7/12/1877 page 2285 | Communal Domestic |
| John Robert & Peter Lindsay Alexander<br>RMB 1120<br>Bungeet West Vic 3726   | Yes                |                     |          | 28A, 28B, 29, 30 and Part 30A | No Sec  | Bungeet | V: 7438<br>F: 519                                  | Communal Domestic |
| <div style="position: absolute; left: -100px; top: 50px; font-size: 24px; font-weight: bold;">7</div> Brian Thomas & Mary Rose Dowling<br>7 Edward Street<br>Corowa NSW 2646 | Yes                |                     |          | <del>3, 4, 5</del>            | No Sec  | Bungeet | V: 9932<br>F: 699                                  | Communal Domestic |

Continue...

connect.

WRONG.

PETER & JOHN ALEXANDER AS ABOVE

**X442217X**  
30/04/2001 \$63 244

| Column 1  | Column 2           |                     |          |   |         |          |                        | Column 3             |
|---|--------------------|---------------------|----------|---|---------|----------|------------------------|----------------------|
| Name & Residential/Postal address of each Landowner                   | Prim. Prod. Yes/No | Description of Land |          |   |         |          |                        | Purpose              |
|   |                    | Lot No.             | Plan No. | Crown Allotment   | Section | Parish   | Volume & Folio No.s    |                      |
| Malcolm Bruce Binnie<br>RMB 1240<br>Bungeet Vic 3726                  | Yes                |                     |          | 10A, 11, 11A,<br>11B, 12, 13,<br>14, 15 and Part<br>17A | No Sec  | Bungeet  | V: 6722<br>F: 387<br>✓ | Communal<br>Domestic |
| Neil Geoffrey Irvine<br>30 Braeside Drive<br>Launching Place Vic 3139 | Yes                |                     |          | 42D   | No Sec  | Mokoan   | V: 9748<br>F: 990 ✓    | Communal<br>Domestic |
| WOODYS PASTORAL<br>CO P/L<br>6009 CHURCH ST<br>RICHMOND 3132          | YES                |                     |          |   | No Sec  | TAMINICK | V: 9332<br>F: 474 ✓    | COMMUNAL<br>DOMESTIC |

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**SECOND SCHEDULE**

*Form of Register*

| <u>Column 1</u>   | <u>Column 2</u>  | <u>Column 3</u>      |
|---|--|----------------------|
| Name & Address  | Description of land affected by scheme   | Purpose              |
| Neil Alisdair Stewart<br><del>PO Box 283</del> <i>28 DOUGHER ST.</i><br>Wangaratta Vic 3676         | <u>Crown Allotment:</u> 10C<br><u>Section:</u> No Sec<br><u>Parish:</u> Mokoan<br><u>Volume:</u> <del>40202</del> <i>6190</i><br><u>Folio:</u> <del>599</del> <i>929</i>   | Communal<br>Domestic |
| Phillip Irvine<br>Sargeant Street<br>Thoona Vic 3726  | <u>Crown Allotment:</u> 1, 2, 3, 4, 6 and<br>parts 5 and 7<br><u>Section:</u> 8<br><u>Crown Allotment:</u> 1, 2, 3 and 4<br><u>Section:</u> 13<br><u>Crown Allotment:</u> 1 and 2 <u>Section:</u><br>14<br><u>Parish:</u> Mokoan<br><u>Volume:</u> 7392<br><u>Folio:</u> 368 | Communal<br>Domestic |
| Vivienne W Kemp<br>"Tarrowatta"<br>RMB 4340<br>Glenrowan Vic 3675                                   | <u>Crown Allotment:</u> 45C, 47A1, 47B,<br>47C, 47G and 48A<br><u>Section:</u> No Sec<br><u>Parish:</u> Mokoan<br><u>Crown Allotment:</u> 62<br><u>Section:</u> No Sec<br><u>Parish:</u> Taminick<br><u>Volume:</u> 7147<br><u>Folio:</u> 277                                | Communal<br>Domestic |
| Wallace I & <del>Susanne M Blainie</del><br>RMB 1130<br>Bungeet Vic 3726<br><i>GRAYTONA PTY LTD</i> | <u>Lot:</u> 1<br><u>Plan:</u> 76532<br><u>Crown Allotment:</u> Part 32<br><u>Section:</u> No Sec<br><u>Parish:</u> Bungeet<br><u>Volume:</u> 8692<br><u>Folio:</u> 724   | Communal<br>Domestic |
| Graham James & Pauline Helen Sinclair<br>RMB 1180<br>Bungeet Vic 3726                               | <u>Crown Allotment:</u> 10D<br><u>Section:</u> No Sec<br><u>Parish:</u> Mokoan<br><u>Volume:</u> 9639<br><u>Folio:</u> 568   | Communal<br>Domestic |



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|  |  |                              |
|--|--|------------------------------|
| <p><del>David James Fyffe &amp; Helen Jean Jones<br/>Sargeant Street<br/>Thoona Vic 3726</del></p> | <p><del>Lot: 1<br/>Plan: 116173<br/>Crown Allotment: Part 30<br/>Section: No Sec<br/>Parish: Mokoan<br/>Volume: 9176<br/>Folio: 070</del></p>                                    | <p>Communal<br/>Domestic</p> |
| <p>Warren J &amp; Tracey M Elliot<br/>RMB 1355<br/>Salmon Road<br/>Thoona Vic 3726</p>             | <p>Crown Allotment: 15B<br/>Section: No Sec<br/>Parish: Mokoan<br/>Volume: 9677<br/>Folio: 766</p>   | <p>Communal<br/>Domestic</p> |
| <p>Cameron John Martin<br/>RMB 1250<br/>Bungeet Vic 3726</p>                                       | <p>Crown Allotment: 2, 5 and 5A<br/>Section: No Sec<br/>Parish: Bungeet<br/>Volume: 10033<br/>Folio: 358</p>   | <p>Communal<br/>Domestic</p> |
| <p>Robert &amp; Beryl Wooller<br/>Sargeant Street<br/>Thoona Vic 3726</p>                          | <p>Lot: 2<br/>Plan: 116173<br/>Crown Allotment: Part 30<br/>Section: No Sec<br/>Parish: Mokoan<br/>Volume: 9625<br/>Folio: 847</p>   | <p>Communal<br/>Domestic</p> |
| <p>330<sup>th</sup> P &amp; C Nominees Pty Ltd<br/>RMB 1170<br/>Bungeet Vic 3726</p>               | <p>Crown Allotment: 1, 1A, 1B and 1C<br/>Section: No Sec<br/>Parish: Bungeet<br/>Crown Allotment: 10A<br/>Section: No Sec<br/>Parish: Mokoan<br/>Volume: 7130<br/>Folio: 902</p> | <p>Communal<br/>Domestic</p> |
| <p>Geoffrey David Sinclair<br/>"Aberfieldie"<br/>Thoona Vic 3726</p>                               | <p>Crown Allotment: 15D<br/>Section: No Sec<br/>Parish: Mokoan<br/>Volume: 7818<br/>Folio: 148</p>   | <p>Communal<br/>Domestic</p> |
| <p>Kenneth Robert &amp; Mary Ellen Gibson<br/>RMB 4360<br/>Glenrowan Vic 3675</p>                  | <p><i>PART</i><br/>Crown Allotment: 21<br/>Section: No Sec<br/>Parish: Taminick<br/>Volume: 2153<br/>Folio: 450</p>  | <p>Communal<br/>Domestic</p> |

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|   |  |   |
|---|--|---|
| <p>Mary Patricia Sammon<br/>Warinna Hostel<br/>Piper Street<br/>Yarrawonga Vic 3730</p> <p>William Francis Sammon<br/>"Carramar"<br/>Bungeet Vic 3726</p> | <p><i>PART</i></p> <p><u>Crown Allotment:</u> 13A, 13B, 13C,<br/>13D, 33A, 33B and part 12A and 34A<br/><u>Section:</u> No Sec<br/><u>Parish:</u> Mokoan<br/><u>Volume:</u> 9386<br/><u>Folio:</u> 700</p>                                       | <p>Communal<br/>Domestic</p>            |
| <p>Peter Bernard &amp; Patricia Mary Duffy<br/>RMB 1410<br/>Thoona Vic 3726</p>   | <p><u>Crown Allotment:</u> 34F, 35B and 35D<br/><u>Section:</u> No Sec<br/><u>Parish:</u> Bungeet<br/><u>Crown Allotment:</u> 7B1 and 7B2<br/><u>Section:</u> No Sec<br/><u>Parish:</u> Mokoan<br/><u>Volume:</u> 8761<br/><u>Folio:</u> 388</p> | <p>Communal<br/>Domestic</p>            |
| <p><del>William Andrew &amp; Beverly Joy Hackett<br/>Sargeant Street<br/>Thoona Vic 3726</del></p>  | <p><del><u>Crown Allotment:</u> Part 3 and 4<br/><u>Section:</u> 4<br/><u>Parish:</u> Mokoan<br/><u>Volume:</u> 4315<br/><u>Folio:</u> 818</del></p>   | <p><del>Communal<br/>Domestic</del></p> |
| <p>Murray McEachern<br/>Sargeant Street<br/>Thoona Vic 3726</p>   | <p><u>Crown Allotment:</u> 5<br/><u>Section:</u> 4<br/><u>Parish:</u> Mokoan<br/><u>Volume:</u> 3970<br/><u>Folio:</u> 804</p>   | <p>Communal<br/>Domestic</p>            |
| <p>Thoona Pastoral Pty Ltd<br/>"Airlie"<br/>RMB 1230<br/>Goorambat Vic 3725</p>   | <p><u>Crown Allotment:</u> 28A and Part 30<br/><u>Section:</u> No Sec<br/><u>Parish:</u> Mokoan<br/><u>Volume:</u> 9468<br/><u>Folio:</u> 799</p>  | <p>Communal<br/>Domestic</p>            |
| <p><del>Thoona Primary School<br/>Devenish Thoona Road<br/>Thoona Vic 3726</del></p>  | <p><del><u>Crown Allotment:</u> 6 (State School<br/>Reserve)<br/><u>Section:</u> 3<br/><u>Parish:</u> Mokoan<br/><u>Volume:</u><br/><u>Folio:</u></del></p> <p><del>Reserved in Government Gazette<br/>7/12/1877 page 2285</del></p>             | <p><del>Communal<br/>Domestic</del></p> |



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|  |   |                              |
|--|---|------------------------------|
| <p>John Robert &amp; Peter Lindsay Alexander<br/>RMB 1120<br/>Bungeet West Vic 3726</p>  | <p><u>Crown Allotment:</u> 28A, 28B, 29, 30<br/>and part 30A<br/><u>Section:</u> No Sec<br/><u>Parish:</u> Bungeet<br/><u>Volume:</u> 7438<br/><u>Folio:</u> 519</p>                  | <p>Communal<br/>Domestic</p> |
| <p>Brian Thomas &amp; Mary Rose Dowling<br/>7 Edward Street<br/>Corowa NSW 2646<br/><i>JOHN ROBERT &amp; PETER<br/>ALEXANDER<br/>RMB 1120 BUNGEET 3726</i></p> | <p><u>Crown Allotment:</u> <del>E</del> 4, ...<br/><u>Section:</u> No Sec<br/><u>Parish:</u> Bungeet<br/><u>Volume:</u> 9932<br/><u>Folio:</u> 699</p>                                | <p>Communal<br/>Domestic</p> |
| <p>Malcolm Bruce Binnie<br/>RMB 1240<br/>Bungeet Vic 3726</p>  | <p><u>Crown Allotment:</u> 10A, 11, 11A,<br/>11B, 12, 13, 14, 15 and part 17A<br/><u>Section:</u> No Sec<br/><u>Parish:</u> Bungeet<br/><u>Volume:</u> 6722<br/><u>Folio:</u> 387</p> | <p>Communal<br/>Domestic</p> |
| <p>Neil Geoffrey Irvine<br/>30 Braeside Drive<br/>Launching Place Vic 3139</p>   | <p><u>Crown Allotment:</u> 42D<br/><u>Section:</u> No Sec<br/><u>Parish:</u> Mokoan<br/><u>Volume:</u> 9748<br/><u>Folio:</u> 990</p>   | <p>Communal<br/>Domestic</p> |
| <p><i>WOODYS PASTORAL CO. PT. C. CROWNY ARL.<br/>600A CHURCH ST.<br/>RICHMOND 3121.</i></p>  | <p><i>CROWNLY ARL.<br/>FOLIO 474<br/>VOL. 9332<br/>PARISH TAMINICK.</i></p>   | <p>COMMUNAL<br/>DOMESTIC</p> |

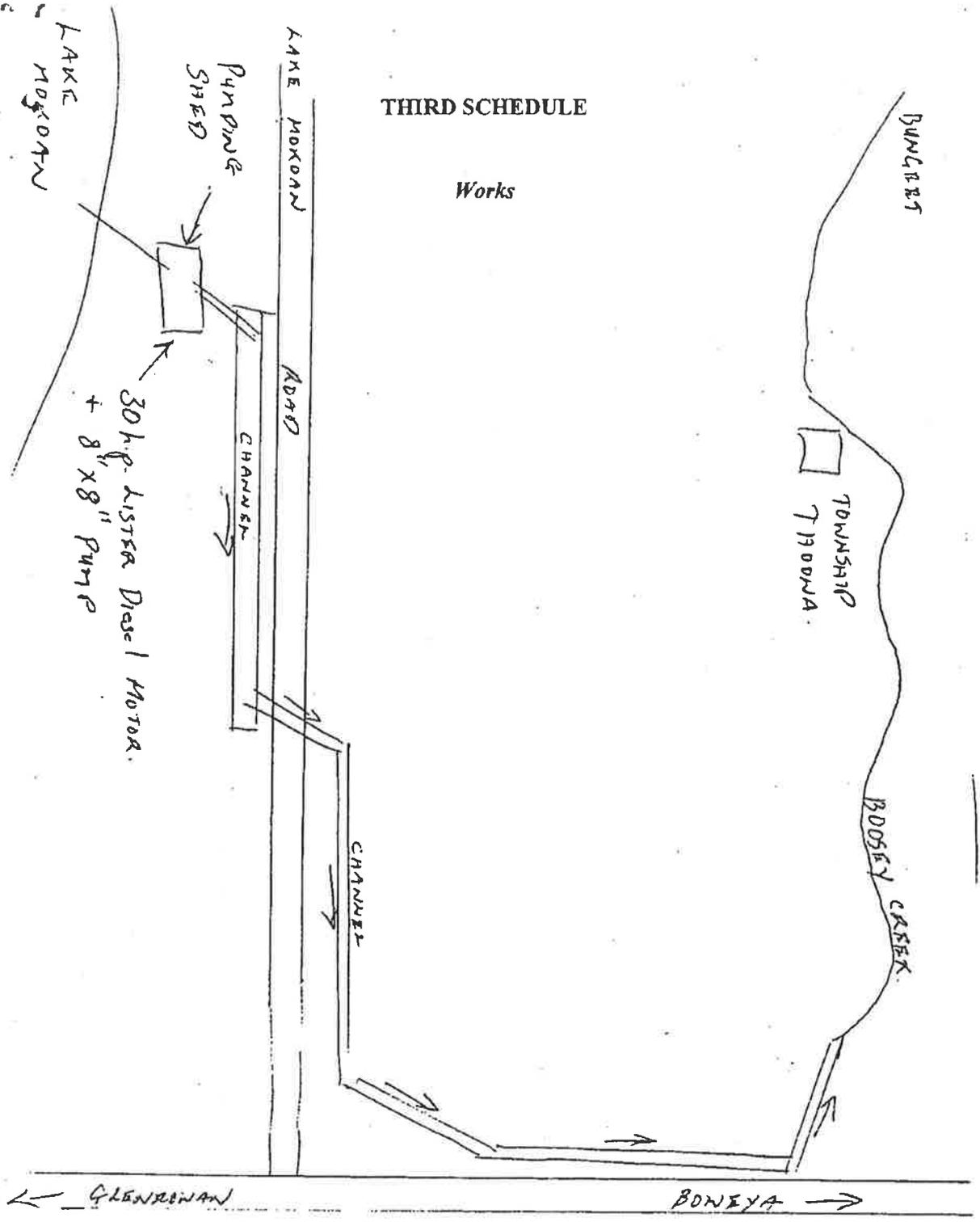
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DX442217X-34-6

THODVA + DISTRICT WATER SUPPLY - WORKS PLAN.

THIRD SCHEDULE  
Works



WATER IS PUMPED INTO CHANNEL - FROM THERE IT FLOWS INTO THE BOOSEY CREEK AND THEN RUNS DOWN THROUGH THODVA AND INTO THE BUDGET DISTRICT

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**X442217X**

30/04/2001 \$63 244



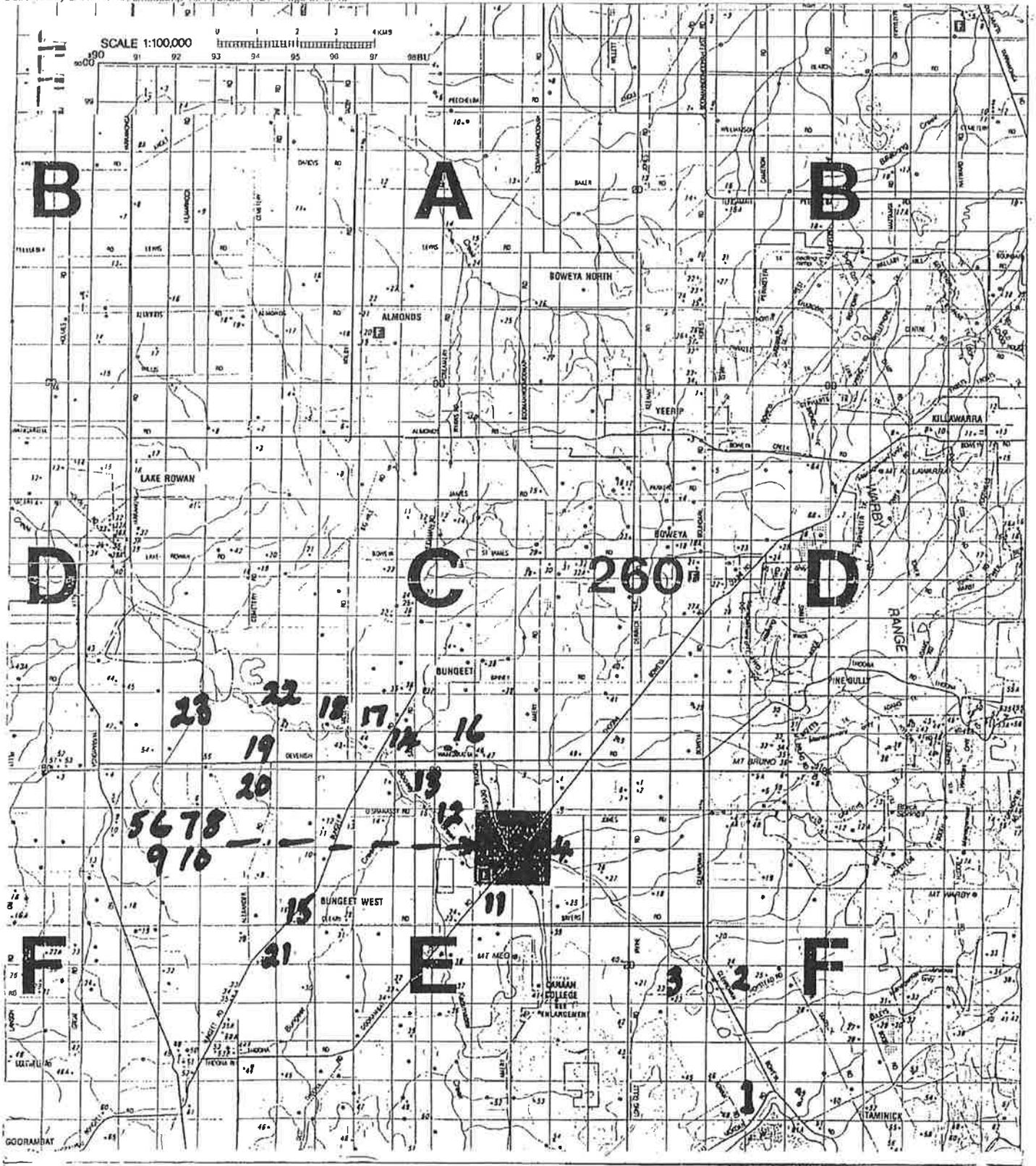
**FOURTH SCHEDULE**

*Meetings of landowners*

1. **The Committee** may at any time, or the **secretary** upon the request in writing of at least 10% of the **landowners**, must call a general meeting of all **landowners**. Any such meeting called by the **landowners** shall be held upon such date determined by the **Committee** but as soon as possible after receipt by the secretary of such request. Fourteen (14) days notice of the date, place and business of the meeting shall be given to the **landowners**.
2. A quorum for a general meeting shall be 20% of **landowners** entitled to be present and vote.
3. Except in the case of joint **landowners**, all **landowners** shall be entitled to one vote at any meeting. Where there are joint **landowners** only one of them may vote in person or by proxy and if both vote then only the vote of the person whose name is the first name in the Agreement or on the Register can be counted.
4. The Chairperson of the **Committee** shall be the chairperson of the annual general meeting or any general meeting of **landowners** or in the Chairperson's absence the meeting shall elect one of the **landowners** to chair such meeting.
5. A question arising at a meeting shall be determined by a majority of votes of members present and voting on that question, and if voting is equal, the person presiding has a casting as well as a deliberative vote.
6. A **landowner** can appoint in writing another person to act as a proxy at any meeting.
7. The secretary shall be responsible for keeping minutes of any general meeting of the **landowners**.
8. The Chairperson of the meeting can otherwise determine procedures at any meeting of **landowners**.



DX442217X-36-2



*KEEP*

# STEWART THOMPSON & FRANCIS

## BARRISTERS AND SOLICITORS

NORM THOMPSON, LL.B.  
JEFFREY A. FRANCIS, LL.B., B. Juris  
N.A. LISDAIR STEWART, LL.B.

OUR REFERENCE: NAS:MA

OFFICES:

ASSOCIATES  
BARRY C FLETCHER  
OLIVER FABAC B.A., LL.B.

YOUR REFERENCE:

43 REID STREET  
WANGARATTA, VIC 3677  
TELEPHONE: (03) 5721 7733  
DX 67716 WANGARATTA  
FAX (03) 5721 7737

EMAIL [nas@winsec.com.au](mailto:nas@winsec.com.au)

72 STANDISH STREET  
MYRTLEFORD, VIC 3737  
TELEPHONE: (03) 5752 2999  
DX 73702 MYRTLEFORD  
FAX (03) 5752 2900

CORRESPONDENCE TO:  
P.O. BOX 283  
WANGARATTA, VIC 3676



28 June, 2002

The Registrar of Titles  
Titles Office  
DX 250639  
MELBOURNE

*stopped - Spec Regn stopped cases  
1/6/02*

Dear Sirs

Re: Thoona & District Water Supply Inc.  
Dealing no. X442217X



We act for the above.

1. We confirm that the land the subject of the Application is the land the subject of the agreement.
2. The details of the companies that have executed is as follows:-

Woody's Pastoral Co. Pty. Ltd.  
John Burke Woodruff - Director  
609 Church Street, Richmond

Thoona Pastoral Pty. Ltd.  
Ian Mitchell Sinclair - Director  
RMB 1230, Goorambat-Thoona Road, Thoona

Gratona Pty. Ltd.  
Wallace Irwin Binnie - Director  
Alexander Road, Bungeet West

*This letter must be attached to X442217X and be imaged with it when registr- is registered.  
Jenny Stephenson  
RT.  
27/8/02*

**X442217X**

30/04/2001 \$63 244



- 2 -

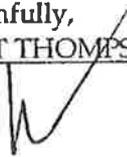
KEEP

330<sup>th</sup> P & C Nominees Pty. Ltd.  
Ian Foster Hector MacDonald - Director  
Alanna Jayne MacDonald - Director  
Both of "Loma Langi", Millers Road, Bungeet

As Current Practitioner within the meaning of The Legal Practice Act 1996 for the parties,  
we authorise you to attach this letter to the Agreement.

Yours faithfully,  
STEWART THOMPSON & FRANCIS

Per:-



DX442217X-39-7

**X442217X**

30/04/2001 \$63 244



KEEP

# STEWART THOMPSON & FRANCIS

## BARRISTERS AND SOLICITORS

NORMAN M. THOMPSON, LL.B.  
JEFFREY A. FRANCIS, LL.B., B.Juris  
N.A.LISDAIR STEWART, LL.B.

OUR REFERENCE: NAS:MA

**OFFICES:**

43 REID STREET  
WANGARATTA, VIC 3677  
TELEPHONE: (03) 5721 7733  
DX 67716 WANGARATTA  
FAX (03) 5721 7737

ASSOCIATES:

BARRY C FLETCHER  
OLIVER FABAC LL.B., B.A.  
MICHAEL A NOBLE LL.B., B.A. (HONS)

YOUR REFERENCE:

72 STANDISH STREET  
MYRTLEFORD, VIC 3737  
TELEPHONE: (03) 5752 2999  
DX 73702 MYRTLEFORD  
FAX (03) 5752 2900

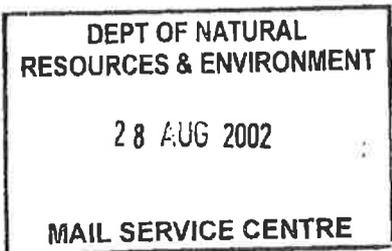
CORRESPONDENCE TO:

P.O. BOX 283  
WANGARATTA, VIC 3676



EMAIL: nas@winsec.com.au

27 August 2002



The Registrar of Titles  
Titles Office  
DX 250639  
MELBOURNE

Dear Sirs

Re: Thoona & District Water Supply Inc.  
Dealing no. X442217X

24/9/02  
This letter  
must be  
attached to  
X442217X and  
be imaged with  
it when  
agreement is  
registered.  
Jenny  
Stephenson ART.  
24/09/02

We refer to your requisitions of 1<sup>st</sup> August 2002.

1. We confirm the following are sole director companies:-

Woody's Pastoral Co. Pty Ltd  
Thoona Pastoral Pty Ltd  
Gratona Pty Ltd

330<sup>th</sup> P & C Nominees Pty Ltd is a two director company.

2. We have been instructed by Mr Woodruff that he has attended to the correct sealing for  
Woody's Pastoral Pty Ltd.

Yours faithfully,  
STEWART THOMPSON & FRANCIS

Per:

Stopped - Spec Regn Stopped cases  
28/8/02

**X442217X**

30/04/2001 \$63 244



KEEP

# STEWART THOMPSON & FRANCIS

## BARRISTERS AND SOLICITORS

NORM THOMPSON, LL.B.  
JEFFREY A. FRANCIS, LL.B., B. Juris  
N. ALISDAIR STEWART, LL.B.

OUR REFERENCE: NAS:MA

OFFICES:

43 REID STREET  
WANGARATTA, VIC 3677  
TELEPHONE: (03) 5721 7733  
DX 67716 WANGARATTA  
FAX (03) 5721 7737

ASSOCIATES  
BARRY C FLETCHER  
OLIVER FABAC B.A., LL.B

YOUR REFERENCE:

EMAIL: nas@winsec.com.au

72 STANDISH STREET  
MYRTLEFORD, VIC 3737  
TELEPHONE: (03) 5752 2999  
DX 73702 MYRTLEFORD  
FAX (03) 5752 2900

CORRESPONDENCE TO:

P.O. BOX 283  
WANGARATTA, VIC 3676

8 March, 2002

The Registrar of Titles  
Titles Office  
DX 250639  
MELBOURNE

Dear Sirs

Re: Thoona & District Water Supply Inc.  
Dealing no. X442217X



DX442217X-41-9

We refer to your Requisitions of 18<sup>th</sup> February 2002.

As Solicitor for the above, we confirm that the land the subject of the Application is the land the subject of the Agreement.

Yours faithfully,  
STEWART THOMPSON & FRANCIS

Per:-



Answers from Reg No 11  
18/2/2002



X442217X

30/04/2001 \$63 244



REEP

We IAN FOSTER HECTOR MACDONALD and ALANNA JAYNE MACDONALD both of RMB 1170 Bungeet in the State of Victoria do solemnly and sincerely declare as follows:-

1. We are the registered proprietors of Certificate of Title Volume 10202 Folio 559 being the land in Crown Allotment 10c Parish of Mokoan
2. We are the landowners in Agreement X442217X lodged at the Titles Office and the above described land is to be included in the Agreement

We acknowledge that this declaration is true and correct and we make it in the belief that a person making a false declaration is liable to the penalties of perjury.

DECLARED at Wangaratta )  
in the State of Victoria )  
9/12/2002 )

X101 Ian Macdonald  
X102 Alanna Macdonald

Before me -  
Signature

*[Signature]*

Full name

Ashleigh Campbell

Address

27 Thomas Wedge Dr, Wangaratta.

Qualification of Witness

Principal.

ANY PERSON WITNESSING THE DECLARATION MUST LEGIBLY TYPE, STAMP OR PRINT THEIR NAME, ADDRESS AND QUALIFICATION BELOW THEIR SIGNATURE.



DX442217X-42-7

X442217X

30/04/2001 \$63 244



KEEP

# STEWART THOMPSON & FRANCIS

## BARRISTERS AND SOLICITORS

NORMAN M. THOMPSON, LL.B.  
JEFFREY A. FRANCIS, LL.B., B.Juris  
N. ALISDAIR STEWART, LL.B.

OUR REFERENCE: NAS:TDW:LB

YOUR REFERENCE: Robert Quinn

### OFFICES:

43 REID STREET  
WANGARATTA, VIC 3677  
TELEPHONE: (03) 5721 7733  
DX 67716 WANGARATTA  
FAX (03) 5721 7737

### ASSOCIATES:

BARRY C FLETCHER  
OLIVER FABAC LL.B., B.A.  
MICHAEL A NOBLE LL.B., B.A. (HONS)

72 STANDISH STREET  
MYRTLEFORD, VIC 3737  
TELEPHONE: (03) 5752 2999  
DX 73702 MYRTLEFORD  
FAX (03) 5752 2900

### CORRESPONDENCE TO:

P.O. BOX 283  
WANGARATTA, VIC 3676

EMAIL: [nas@winsec.com.au](mailto:nas@winsec.com.au)

3 March 2003

Department of Natural Resources  
& Environment  
DX 250639  
MELBOURNE



Dear Sir,

Re: Agreement X442217X

We refer to your letter of 25<sup>th</sup> ult.

As current practitioner under the Legal Practice Act 1996 for the above agreement please:

1. Amend the application by deleting reference to "Neil Alisdair Stewart, PO Box 283 Wangaratta Vic 3676 Volume 10202 Folio 599" and substitute the following "Ian Foster Hector MacDonald and Alanna Janje MacDonald of Millers Road Bungeet 3726".
2. Amend the land secondly described in the application to read "Crown Allotments 1, 2, 3, 4, 6 & parts of 5 & 7 Section 8 Crown Allotments 1 & 2 Section 14 and being part of the land in Volume 7392 Folio 368".
3. Include in the application "Woodys Pastoral Co Pty-Ltd of 609 Church Street, Richmond 3121 Volume 9332 Folio 474".

Yours faithfully,  
STEWART THOMPSON & FRANCIS

Per:

**X442217X**

30/04/2001 \$63 244



DX442217X-43-5



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

Page 1 of 1

VOLUME 08692 FOLIO 725

Security no : 124110552817X  
Produced 16/11/2023 11:34 AM

**LAND DESCRIPTION**

Lot 2 on Plan of Subdivision 076532.  
PARENT TITLE Volume 07438 Folio 520  
Created by instrument C881503 12/09/1967

**REGISTERED PROPRIETOR**

Estate Fee Simple  
TENANTS IN COMMON  
As to 3 of a total of 4 equal undivided shares  
Sole Proprietor  
GRATONA PTY LTD of WHOSE ADDRESS IS AT THE OFFICE OF WARSLEY ROBERTS AND  
BLACK OF 6 STANLEY ST WODONGA  
As to 1 of a total of 4 equal undivided shares  
Sole Proprietor  
WALLACE IRWIN BINNIE of BUNGEET  
M159421H 27/02/1986

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE M255370M 05/05/1986  
COMMONWEALTH BANK OF AUSTRALIA

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 or imaged folio set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE TP482626A 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: 50 CAMERON LANE BUNGEET WEST VIC 3726

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 22/10/2016

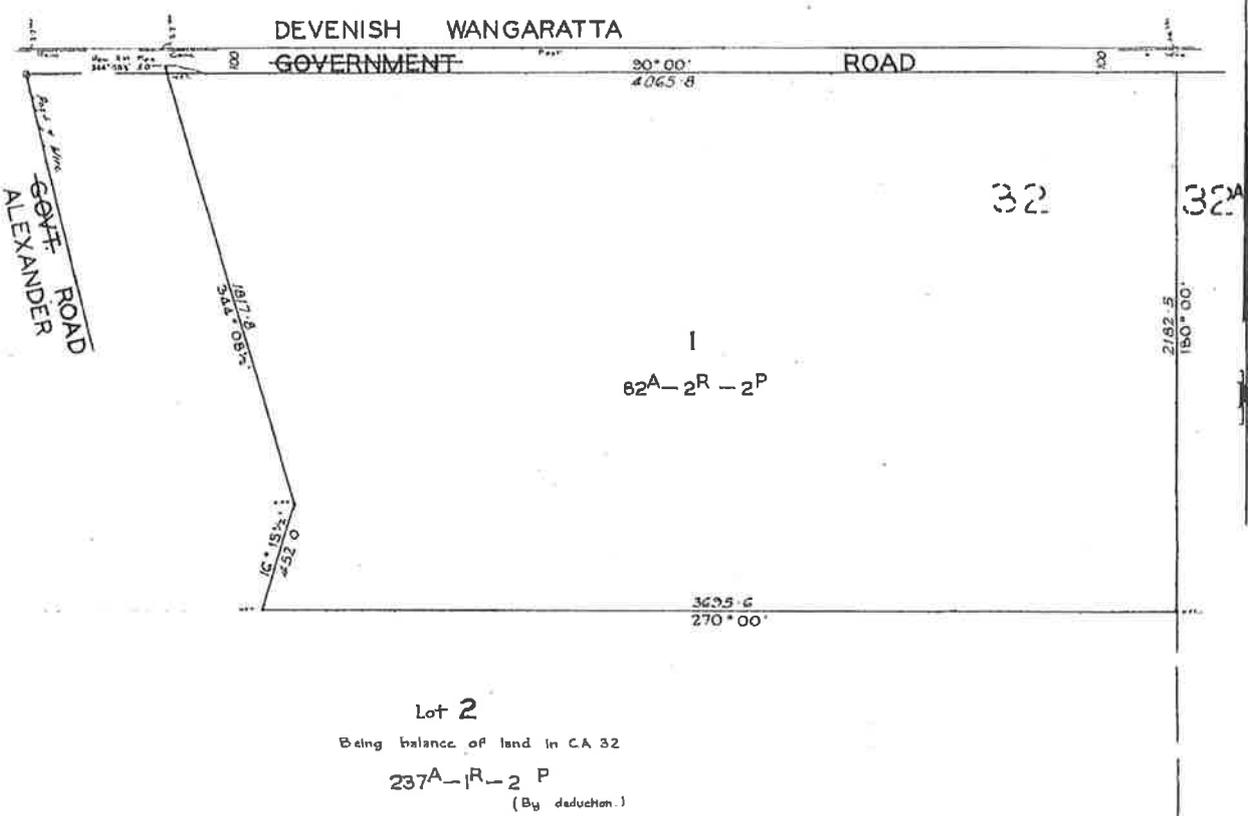
DOCUMENT END

**LP76532**  
**EDITION 1**  
 APPROVED 24/4/67

|  |                       |   |
|--|-----------------------|---|
| <p>PLAN OF SUBDIVISION OF:<br/> <b>CROWN ALLOTMENT 32</b></p> <hr/> <p>PARISH: OF <b>BUNGEET</b></p> <p>COUNTY: OF <b>MOIRA</b></p> <p>SCALE OF CHAINS </p> | <p>APPROPRIATIONS</p> | <p>ENCUMBRANCES &amp; OTHER NOTATIONS</p> <p>The dimensions of lot 2 are based on title and are not the result of survey.</p> |
|--|-----------------------|---|

V. 7438 F 520

LITHO





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

Page 1 of 1

VOLUME 08676 FOLIO 993

Security no : 124110552950D  
Produced 16/11/2023 11:37 AM

**LAND DESCRIPTION**

Lot 1 on Plan of Subdivision 076533.  
PARENT TITLE Volume 08060 Folio 579  
Created by instrument LP076533 05/07/1967

**REGISTERED PROPRIETOR**

Estate Fee Simple  
TENANTS IN COMMON  
As to 3 of a total of 4 equal undivided shares  
Sole Proprietor  
GRATONA PTY LTD of WHOSE ADDRESS IS AT THE OFFICE OF WARSLEY ROBERTS AND  
BLACK OF 6 STANLEY ST WODONGA  
As to 1 of a total of 4 equal undivided shares  
Sole Proprietor  
WALLACE IRWIN BINNIE of BUNGEET  
M159421H 27/02/1986

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE M255370M 05/05/1986  
COMMONWEALTH BANK OF AUSTRALIA

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 or imaged folio set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE LP076533 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: 50 CAMERON LANE BUNGEET WEST VIC 3726

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 22/10/2016

DOCUMENT END



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

Page 1 of 1

VOLUME 08676 FOLIO 994

Security no : 124110553030R  
Produced 16/11/2023 11:38 AM

**LAND DESCRIPTION**

Lot 2 on Plan of Subdivision 076533.  
PARENT TITLE Volume 08060 Folio 579  
Created by instrument LP076533 05/07/1967

**REGISTERED PROPRIETOR**

Estate Fee Simple  
TENANTS IN COMMON  
As to 3 of a total of 4 equal undivided shares  
Sole Proprietor  
GRATONA PTY LTD of WHOSE ADDRESS IS AT THE OFFICE OF WARSLEY ROBERTS AND  
BLACK OF 6 STANLEY ST WODONGA  
As to 1 of a total of 4 equal undivided shares  
Sole Proprietor  
WALLACE IRWIN BINNIE of BUNGEET  
M159421H 27/02/1986

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE M255370M 05/05/1986  
COMMONWEALTH BANK OF AUSTRALIA

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 or imaged folio set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE LP076533 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: 50 CAMERON LANE BUNGEET WEST VIC 3726

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 22/10/2016

DOCUMENT END



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

Page 1 of 1

VOLUME 08676 FOLIO 995

Security no : 124110551040E  
Produced 16/11/2023 11:09 AM

**LAND DESCRIPTION**

Lot 3 on Plan of Subdivision 076533.  
PARENT TITLE Volume 08060 Folio 579  
Created by instrument LP076533 05/07/1967

**REGISTERED PROPRIETOR**

Estate Fee Simple  
TENANTS IN COMMON  
As to 3 of a total of 4 equal undivided shares  
Sole Proprietor  
GRATONA PTY LTD of WHOSE ADDRESS IS AT THE OFFICE OF WARSLEY ROBERTS AND  
BLACK OF 6 STANLEY ST WODONGA  
As to 1 of a total of 4 equal undivided shares  
Sole Proprietor  
WALLACE IRWIN BINNIE of BUNGEET  
M159421H 27/02/1986

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE M255370M 05/05/1986  
COMMONWEALTH BANK OF AUSTRALIA

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 or imaged folio set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE LP076533 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: 50 CAMERON LANE BUNGEET WEST VIC 3726

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 22/10/2016

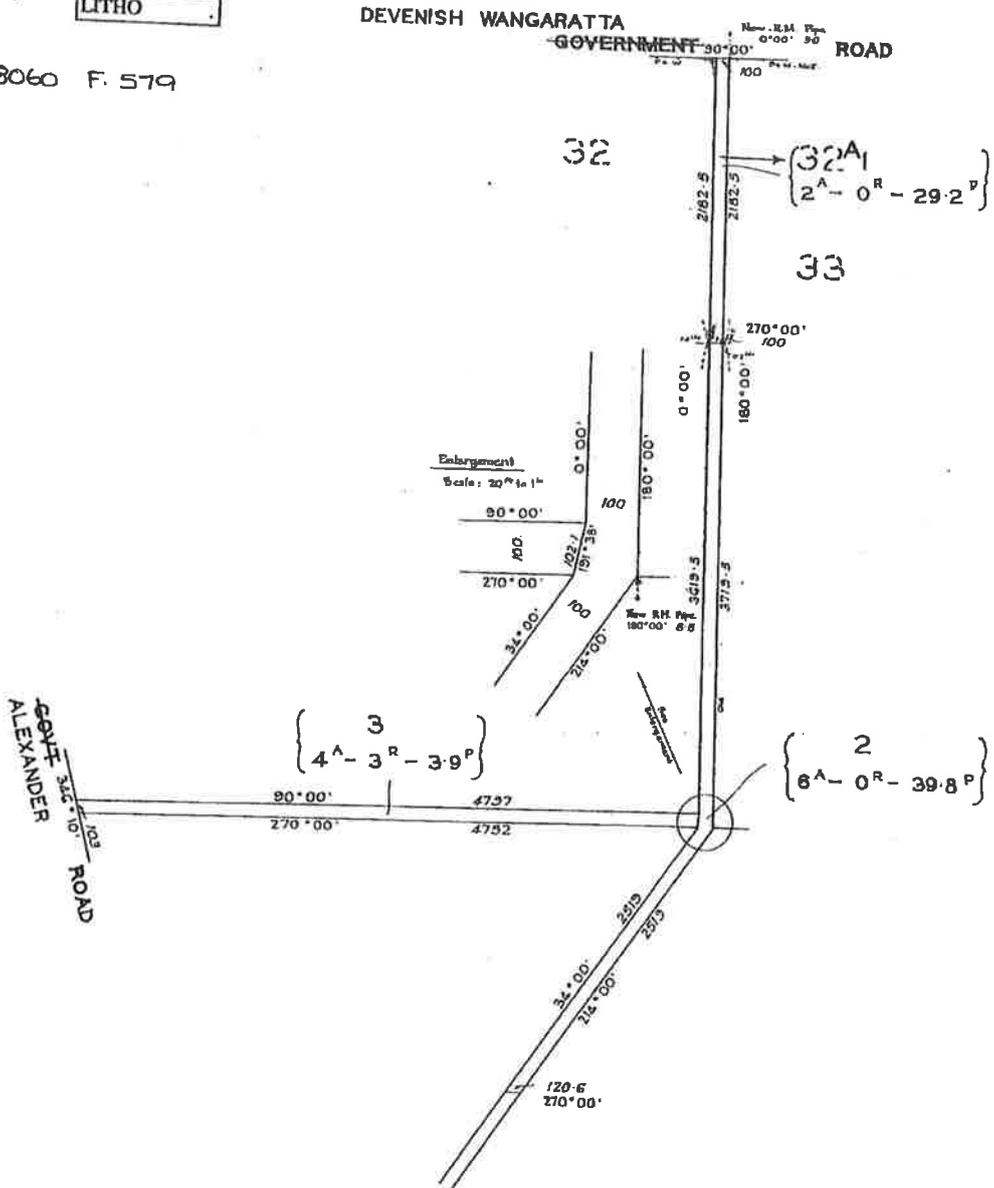
DOCUMENT END

**LP76533**  
**EDITION 1**  
 APPROVED 16/167

|   |                       |  |
|---|-----------------------|--|
| <p>PLAN OF SUBDIVISION OF:<br/> <b>CROWN ALLOTMENT 32 A</b></p> <hr/> <p>PARISH: OF <b>BUNGEET</b></p> <p>COUNTY: OF <b>MOIRA</b></p> <p>SCALE OF CHAINS </p> | <p>APPROPRIATIONS</p> | <p>ENCUMBRANCES &amp; OTHER NOTATIONS</p> <p>The dimensions of lots 2+3 are not the result of survey.</p> <p>DEPTH LIMITATION: 50 FEET</p> |
|---|-----------------------|--|

LITHO

V. 8060 F. 579





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

Page 1 of 1

VOLUME 05293 FOLIO 470

Security no : 124110548900F  
Produced 16/11/2023 10:34 AM

**LAND DESCRIPTION**

Crown Allotment 31A, Crown Allotment 31B and Crown Allotment 31C Parish of Bungeet.  
PARENT TITLE Volume 03504 Folio 763  
Created by instrument 1327942 22/07/1927

**REGISTERED PROPRIETOR**

Estate Fee Simple  
TENANTS IN COMMON  
As to 3 of a total of 4 equal undivided shares  
Sole Proprietor  
GRATONA PTY LTD of WHOSE ADDRESS IS AT THE OFFICE OF WARSLEY ROBERTS AND  
BLACK OF 6 STANLEY ST WODONGA  
As to 1 of a total of 4 equal undivided shares  
Sole Proprietor  
WALLACE IRWIN BINNIE of BUNGEET  
M159421H 27/02/1986

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE M255370M 05/05/1986  
COMMONWEALTH BANK OF AUSTRALIA

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE TP786280R 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)

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 22/10/2016

DOCUMENT END

|  |  |  |                   |
|--|--|--|-------------------|
| <b>TITLE PLAN</b>  |  | <b>EDITION 1</b>   | <b>TP 786280R</b> |
| <b>Location of Land</b><br>Parish: BUNGEET<br>Township:<br>Section:<br>Crown Allotment: 31A, 31B, 31C<br>Crown Portion:<br><br>Last Plan Reference:<br>Derived From: VOL 5293 FOL 470<br>Depth Limitation: NIL |  | <b>Notations</b><br><br><br><br><br>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN  |                   |
| <b>Description of Land / Easement Information</b>  |  | THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT<br>COMPILED: 21/05/2003<br>VERIFIED: RZ |                   |
|  |  |  |                   |



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

Page 1 of 1

VOLUME 06333 FOLIO 496

Security no : 124110548902D  
Produced 16/11/2023 10:34 AM

**LAND DESCRIPTION**

Crown Allotment 38 Parish of Bungeet.  
PARENT TITLE Volume 03067 Folio 332  
Created by instrument 1754200 28/11/1939

**REGISTERED PROPRIETOR**

Estate Fee Simple  
TENANTS IN COMMON  
As to 3 of a total of 4 equal undivided shares  
Sole Proprietor  
GRATONA PTY LTD of WHOSE ADDRESS IS AT THE OFFICE OF WARSLEY ROBERTS AND  
BLACK OF 6 STANLEY ST WODONGA  
As to 1 of a total of 4 equal undivided shares  
Sole Proprietor  
WALLACE IRWIN BINNIE of BUNGEET  
M159421H 27/02/1986

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE M255370M 05/05/1986  
COMMONWEALTH BANK OF AUSTRALIA

For details of any other encumbrances see the plan or imaged folio set out  
under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE TP415114J 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: 50 CAMERON LANE BUNGEET WEST VIC 3726

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 22/10/2016

DOCUMENT END

|   |  |  |
|---|--|--|
| <b>TITLE PLAN</b>   | <b>EDITION 1</b>   | <b>TP 415114J</b>  |
| <p><b>Location of Land</b></p> <p>Parish: BUNGEET</p> <p>Township:</p> <p>Section:</p> <p>Crown Allotment: 38</p> <p>Crown Portion:</p> <p><b>Last Plan Reference:</b></p> <p>Derived From: VOL 6333 FOL 496</p> <p>Depth Limitation: NIL</p> | <p style="text-align: center;"><b>Notations</b></p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p> |  |
| <p style="text-align: center;"><b>Description of Land / Easement Information</b></p>  |  | <p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 20/04/2000</p> <p>VERIFIED: EWA</p> |
|   |  |  |
| LENGTHS ARE IN LINKS  | Metres = 0.3048 x Feet<br>Metres = 0.201168 x Links  | Sheet 1 of 2 sheets  |



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

Page 1 of 1

VOLUME 10481 FOLIO 495

Security no : 124110548909V  
Produced 16/11/2023 10:34 AM

CROWN GRANT

**LAND DESCRIPTION**

Crown Allotment 31D Parish of Bungeet.

**REGISTERED PROPRIETOR**

Estate Fee Simple

TENANTS IN COMMON

As to 3 of a total of 4 equal undivided shares

Sole Proprietor

GRATONA PTY LTD of C/- WORSLEY BLACK AND PARTNERS OF 7 STANLEY STREET  
WODONGA

As to 1 of a total of 4 equal undivided shares

Sole Proprietor

WALLACE IRWIN BINNIE of RMB 1130 DEVENISH

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AE987219F 02/04/2007

COMMONWEALTH BANK OF AUSTRALIA

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below.  
For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE TP585438C 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: 50 CAMERON LANE BUNGEET WEST VIC 3726

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 23/10/2016

DOCUMENT END

|  |  |  |
|--|--|--|
| TITLE PLAN   | EDITION 1  | TP 585438C   |
| <p>Location of Land</p> <p>Parish: BUNGEET</p> <p>Township:</p> <p>Section:</p> <p>Crown Allotment: 31D</p> <p>Crown Portion:</p> <p>Last Plan Reference:</p> <p>Derived From: VOL 10481 FOL 495</p> <p>Depth Limitation: 15 m</p> |  | <p>Notations</p> <p>SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL. 10481 FOL. 495 AND NOTED ON SHEET 2 OF THIS PLAN</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p> |
| <p>Description of Land / Easement Information</p>  |  | <p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 31/07/2000</p> <p>VERIFIED: AA</p>  |
| <p>LENGTHS ARE IN METRES</p>   | <p>Metres = 0.3048 x Feet</p> <p>Metres = 0.201168 x Links</p> | <p>Sheet 1 of 2 sheets</p>   |

TITLE PLAN

TP 585438C

LAND DESCRIPTION INCLUDING RESERVATIONS EXCEPTIONS  
CONDITIONS AND POWERS SHOWN ON THE CROWN GRANT

all that piece of land in the said State being Allotment 31<sup>D</sup> in the Parish of BUNGEET and being the land shown enclosed by continuous lines in the map hereon and identified by that allotment number

PROVIDED that this Grant is made subject to -

- (a) the reservation to Us Our heirs and successors of -
  - (i) any minerals within the meaning of the *Mineral Resources Development Act 1990* and petroleum within the meaning of the *Petroleum Act 1958* (hereinafter called "the reserved minerals");
  - (ii) rights of access for the purpose of searching for and obtaining the reserved minerals in any part of the said land;
  - (iii) rights for access and for pipe-lines works and other purposes necessary for obtaining and conveying on and from the said land any of the reserved minerals which is obtained in any part of the said land;
- (b) the right to resume the said land for mining purposes pursuant to section 205 of the *Land Act 1958*;
- (c) the right of any person being a licensee under the *Mineral Resources Development Act 1990* or any corresponding previous enactment to enter on the said land and to do work within the meaning of that Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those under which such a person has now the right to do such work in and upon Crown lands provided that compensation as prescribed by Part 8 of that Act is paid for surface damage to be done to the said land by reason of doing such work on it.

LENGTHS ARE IN  
METRES

Metres = 0.3048 x Feet

Metres = 0.201168 x Links

Sheet 2 of 2 sheets

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 15 November 2023 06:42 PM

## PROPERTY DETAILS

Address: **50 CAMERON LANE BUNGEET WEST 3726**  
 Crown Description: **More than one parcel - see link below**  
 Standard Parcel Identifier (SPI): **More than one parcel - see link below**  
 Local Government Area (Council): **BENALLA**  
 Council Property Number: **A10772**  
 Planning Scheme: **Benalla**  
 Directory Reference: **Vicroads 34 B7**

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

[Planning Scheme - Benalla](#)

This property has 10 parcels. For full parcel details get the free Property report at [Property Reports](#)

## UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**  
 Urban Water Corporation: **North East Water**  
 Melbourne Water: **Outside drainage boundary**  
 Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
 Legislative Assembly: **EUROA**

## OTHER

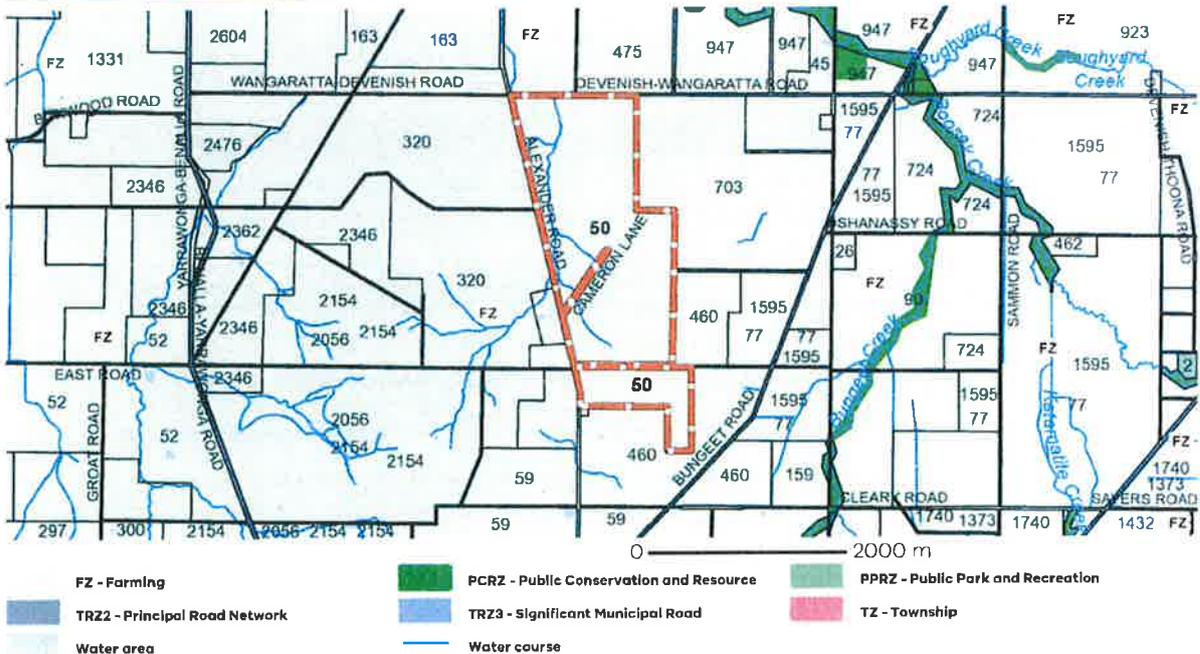
Registered Aboriginal Party: **Yorta Yorta Nation Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

### FARMING ZONE (FZ)

#### SCHEDULE TO THE FARMING ZONE (FZ)



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

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that this is a bushfire prone area as required by section 22C (a) of the Sale of Land 1962 (Vic).

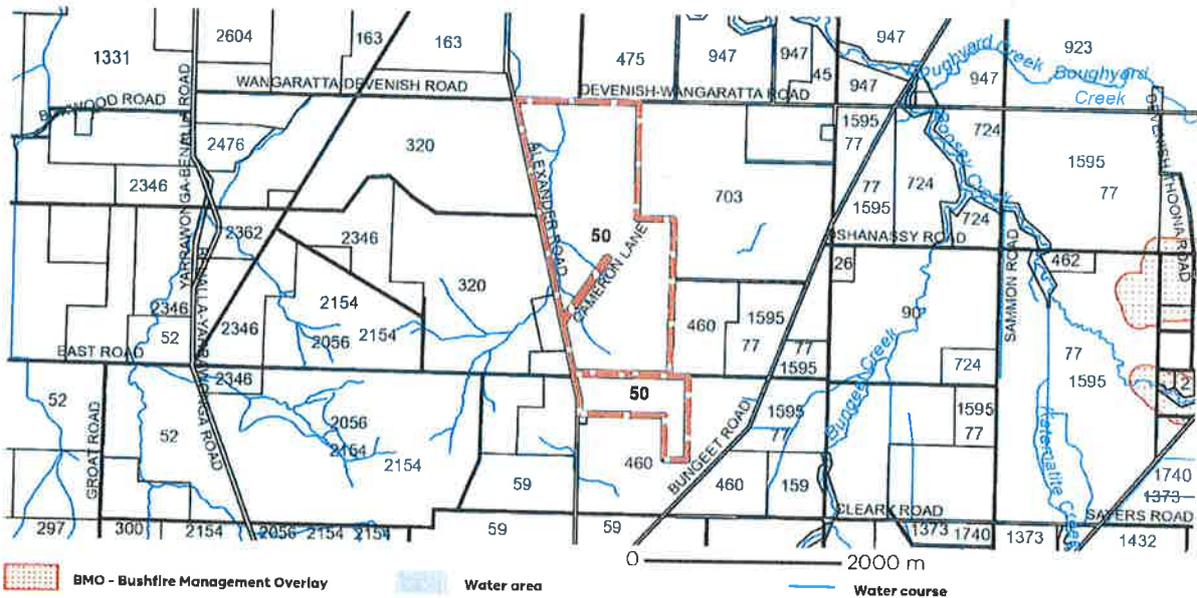
## Planning Overlay

None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### BUSHFIRE MANAGEMENT OVERLAY (BMO)



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

## Further Planning Information

Planning scheme data last updated on 10 November 2023

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

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

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

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

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

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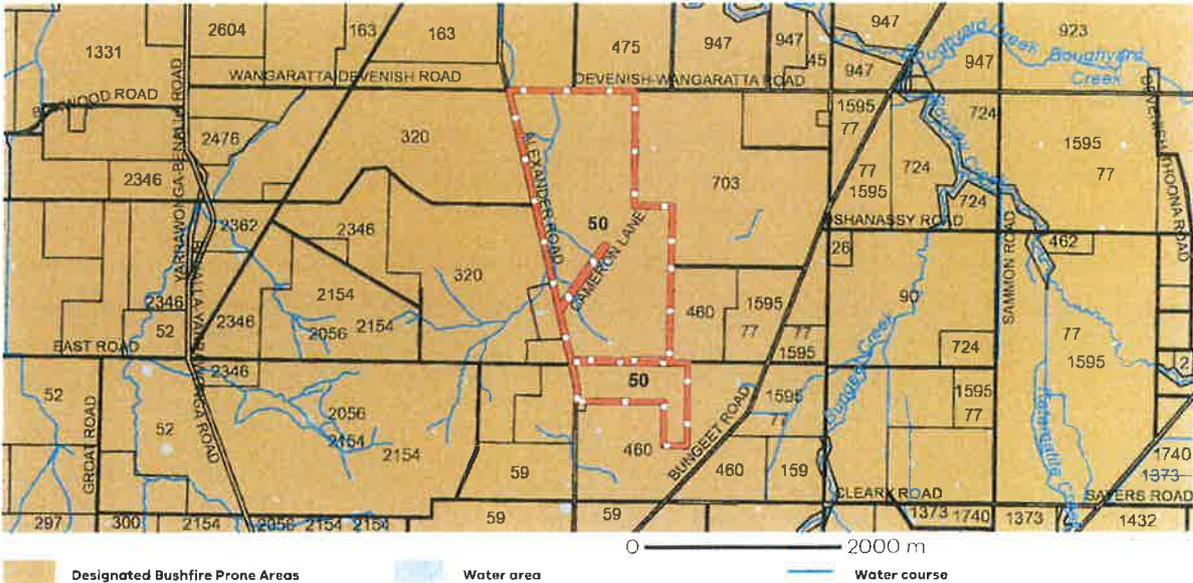
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 33C (b) of the Sale of Land 1962 (Vic)

## Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

## Native Vegetation

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

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

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

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 33C (b) of the Sale of Land 1962 (Vic).

# PROPERTY REPORT

From www.planning.vic.gov.au at 15 November 2023 06:43 PM

## PROPERTY DETAILS

Address: **50 CAMERON LANE BUNGEET WEST 3726**  
 Crown Description: **This property has 10 parcels. See table below**  
 Standard Parcel Identifier (SPI): **See table below**  
 Local Government Area (Council): **BENALLA**  
 Council Property Number: **A10772**  
 Directory Reference: **Vicroads 34 B7**

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

## SITE DIMENSIONS

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



**Area:** 3766450 sq. m (376.64 ha)

**Perimeter:** 13.87 km

For this property:

— Site boundaries

— Read frontages

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

7 overlapping dimension labels are not being displayed

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

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

## PARCEL DETAILS

The letter in the first column identifies the parcel in the diagram above

| Letter | Lot/Plan or Crown Description | SPI        | Lot/Plan or Crown Description | SPI        |
|--------|-------------------------------|------------|-------------------------------|------------|
| A      | Lot 1 LP76532                 | 1\LP76532  | PARISH OF BUNGEET             |            |
| B      | Lot 2 LP76532                 | 2\LP76532  | G Allot 31B                   | 31B\PP2282 |
| C      | Lot 1 LP76533                 | 1\LP76533  | H Allot 31C                   | 31C\PP2282 |
| D      | Lot 2 LP76533                 | 2\LP76533  | I Allot 31D                   | 31D\PP2282 |
| E      | Lot 3 LP76533                 | 3\LP76533  | J Allot 38                    | 38\PP2282  |
|        | PARISH OF BUNGEET             |            |                               |            |
| F      | Allot. 31A                    | 31A\PP2282 |                               |            |

## UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**  
 Urban Water Corporation: **North East Water**  
 Melbourne Water: **Outside drainage boundary**  
 Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
 Legislative Assembly: **EUROA**

# PROPERTY REPORT



Environment,  
Land, Water  
and Planning

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

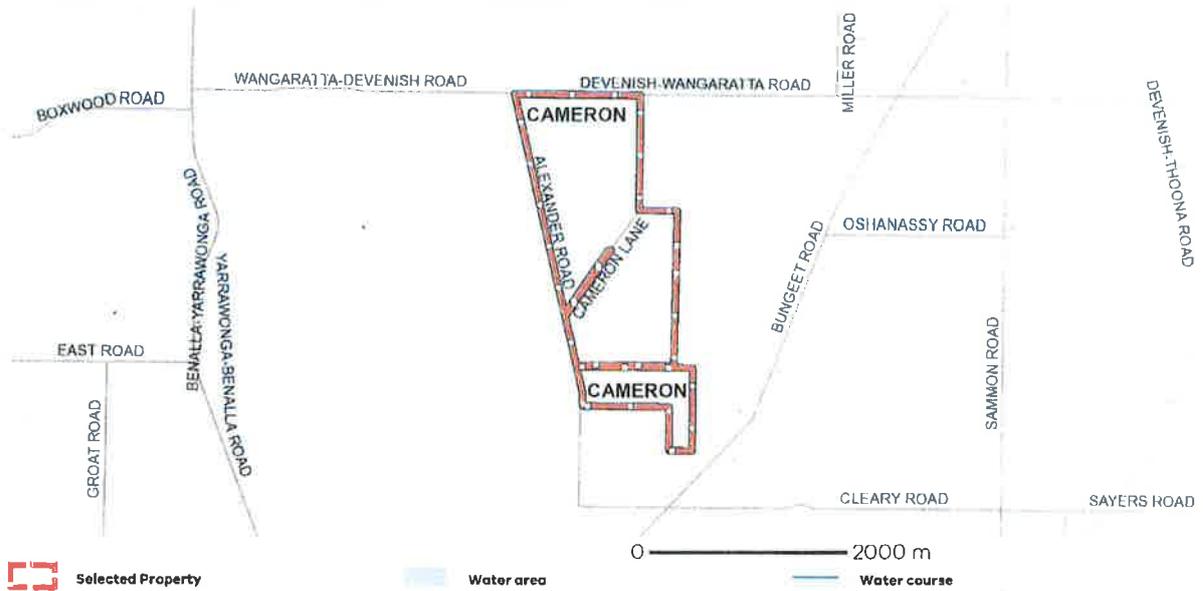
The Planning Property Report for this property can found here - [Planning Property Report](#).

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

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

### Area Map



# THOONA & DISTRICT WATER SUPPLY Inc.

ABN 63 950 471 188

1312 Glenrowan Boweya Road: TAMINICK. 3675.  
Ph. 57652225, Mob.(0429)403268

## CERTIFICATE OF MEMBERSHIP / ENTITLEMENT

Name: W.I. & S.M. Binnie  
30 Cameron Lane  
BUNGEET. VIC 3726

Property Name/location: "Coledale"  
Wangaratta / Devenish Road  
Bungeet.

Annual Entitlement/s: 1) 2 mL - *original allocation.*

### Conditions:

- This certificate of entitlement allows the hereby mentioned, membership to the Thoona and District Water Supply scheme. (TDWS)
- The membership allows usage of the nominated entitlement of supplied stock and domestic water, from an access point denoted on the construction plans of the TDWS.
- The water allocation is subject to supply allocation restrictions by the responsible water authority supplying the TDWS and further controlled by the administration of the TDWS via membership AGM and or a nominated committee executive.
- The membership holder must comply with the rules of the TDWS as set out annually at the membership AGM and comply with the membership fee requirements of the TDWS.
- The entitlement can be cancelled by the TDWS committee if annual fee is not paid for three years.
- The entitlement may be transferred temporarily or permanently to other members of the TDWS given approval by the AGM and or the nominated committee executive of the TDWS.
- That each entitlement must remain as a whole and cannot be subdivided in quantity.
- The TDWS have responsibility of water supply to the off-take meter whereby the member then controls, and is responsible for the delivery mechanism of the water.
- The water supplied is for stock and domestic purposes and the TDWS do not hold responsibility over water quality as supplied by the responsible water authority.

Dated: 14<sup>th</sup> August 2018.

President:.....W.F. Sammon.

Secretary:.....C.J. Gibson.

# Transfer of Licence Form

This form is to formally transfer a licence for the occupation of Crown land.

Following settlement, please submit this completed transfer form (both pages with plan) by post to PO Box 879, Seymour, Victoria, 3660 or emailed to [transactioncentre@delwp.vic.gov.au](mailto:transactioncentre@delwp.vic.gov.au), with requirements listed below.

Please review and tick the checklist below, this will assist in the Transfer of Licence being conducted efficiently. *If any details are not included, the transfer paperwork may be returned to you to have sufficient information included.*

- Transfer fee of \$63.60 (GST Exempt) and any outstanding rental (if applicable) is included.
  - Cheque/Money Order included OR
  - Please contact \_\_\_\_\_ on \_\_\_\_\_ to take Credit card payment
  - Please invoice the proposed licensee the transfer fee & any outstanding rental. Please note: this invoice will be arranged and sent to the proposed licensee once the transfer is completed, under separate cover. It can take up to 21 days following the transfer for the invoice to be issued.
  
- Notice of Acquisition, Copy of Title or Copy of Rates notice to identify that the proposed Licensee is now the adjoining landowner to the licensed area.
  
- Part Transfer or  Full Transfer – Please note that in most cases licenses or part of licences can only be transferred to the adjoining land owner.

## Details of present licence holder(s)

**Please do not change details of pre-filled information this has been populated from the existing licence.**

I/We Susanne Margaret BINNIE; Wallace Irwin BINNIE

Of: 'Coledale', 50 Cameron Lane, Bungeet, VICTORIA, 3726, Australia

Being the holder(s) of Licence No: 0800793

Granted under the provisions of the Land Act 1958 do hereby agree to transfer said licence.

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

***If the Licensee is no longer able to sign the form, please provide an explanation in the covering letter with supporting documentation.***

**Particulars of the adjoining freehold land which is now occupied/owned or in the process of purchase by me/us:**

Lot on Plan Number: \_\_\_\_\_

Crown allotment number

with parish name (if applicable): \_\_\_\_\_

OFFICIAL

# Transfer of Licence Form

- Transfer of this licence should not be used as a condition of sale as the transfer is not an automatic process and will be subject to approval of the land manager. Please advise prospective purchasers of this information.
- Please ensure to include Notice of Acquisition, Copy of Title or Copy of Rates notice to identify that you are now the adjoining landowner to the licensed area.

**This section to be completed by the proposed licence holder(s) – Please print clearly and provide full names.**

I/We \_\_\_\_\_

Of \_\_\_\_\_

Town: \_\_\_\_\_ Postcode: \_\_\_\_\_ State: \_\_\_\_\_

**Postal Address if Different to Above**

Address: \_\_\_\_\_

Town: \_\_\_\_\_ Postcode: \_\_\_\_\_ State: \_\_\_\_\_

do hereby agree to accept the transfer of the said licence to me/us and supply the following information which is true and correct, and acknowledge this licence is issued for the purpose of GRAZING

Signature/s: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

**To ensure the Department meets financial obligation please provide a contact phone number and email**

Preferred Contact phone no.: \_\_\_\_\_

Email: \_\_\_\_\_

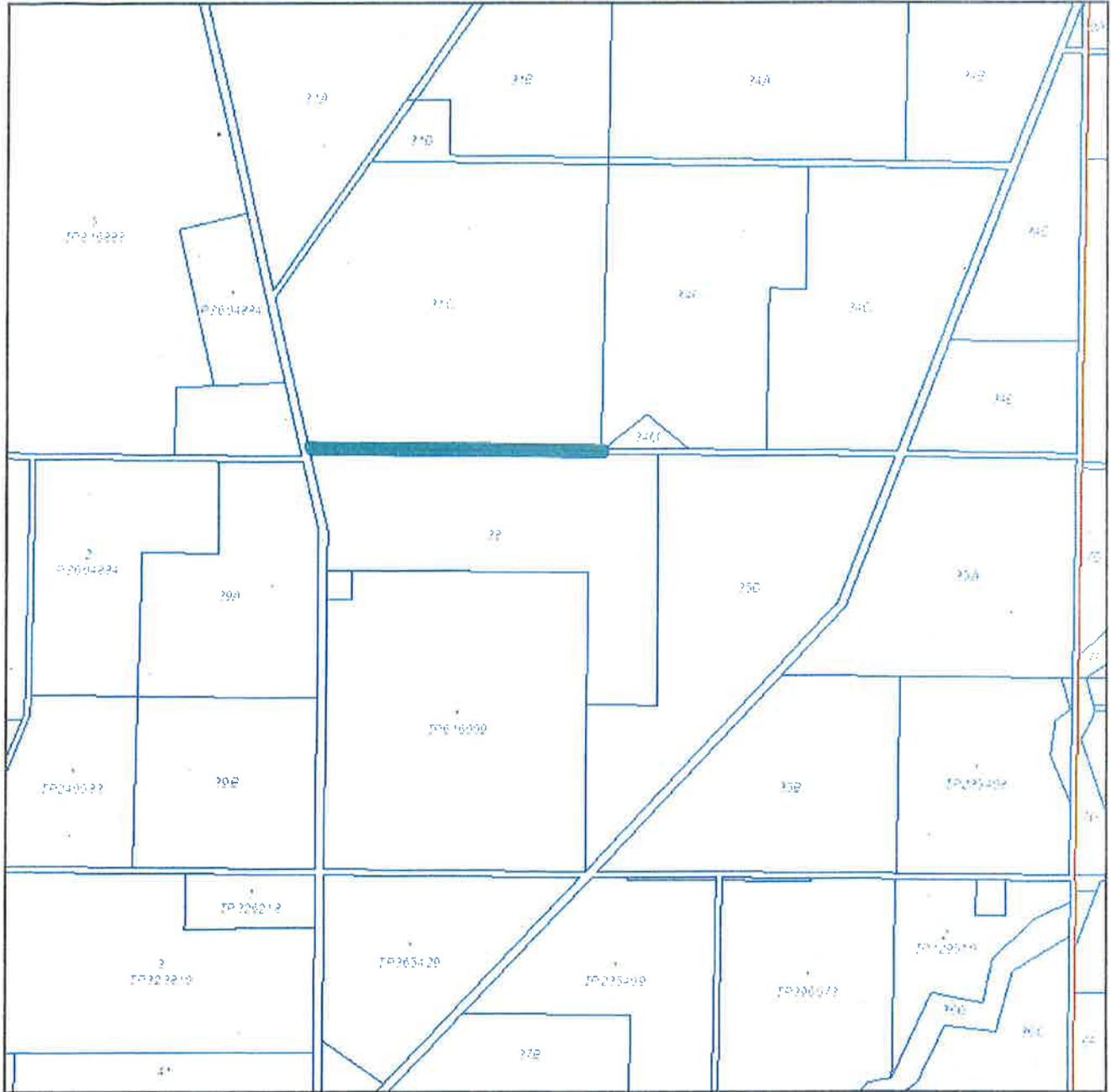
**Rental Information**

**OFFICE USE ONLY**

Licence No. 0800793(Unused Road) – Rental is \$80.00 per 3 years. Total rental of \$80.00 for the period 1/10/2019 to 30/9/2026 is outstanding and must be paid before transfer can proceed.

The Department of Energy, Environment and Climate Action (DEECA) is committed to protecting your personal information in accordance with the principles of the Privacy and Data Protection Act 2014. Personal information collected will be used for the purpose of issuing and administering your Crown Land Licence and the attendant Crown Land management requirements. DEECA may disclose your information to the local municipality or other relevant government agencies or statutory authorities for this purpose or if required by law. DEECA also uses and discloses the information for the purpose of the resolution of applications for determination of native title and for meeting its obligations under the Native Title Act 1993 (Cth). If you wish to access this information please contact the Manager, Privacy and FOI, PO Box 500, East Melbourne, Vic, 3002

OFFICIAL



1: 18,477

**Legend**

- Township
- Parish
- Parcel
- Crown Parcel
  - Crown Land
  - Government Road
- Plan Noting
- Apriary
  - Temporary Apriary Rights
  - Boatwain and Range licences

**Linear Tenure**

- Other Pipelines
- Industrial Commercial licences
- Recreation Amusement licences
- Occupancy licences
- Radio TV Telecom site licences
- Emergency Services Use licences
- Water Supply licences
- Miscellaneous General Licences
- Easements
- Pipe Consents

**Lease**

- General Licence
- Delegated Lease
- Delegated License
- Grazing Licence
- Riparian Management Licence
- Water Frontage Licence
- Unused Road Licence
- Delegated Management Reserve
- Direct Management Reserve

**Government Road**

- Government Road
- Dual Status Government Road



Overview Map

Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

DATED:

VENDORS:

**WALLACE IRWIN BINNIE  
and GRATONA PTY LIMITED (ACN 006 429 965)**

PURCHASER:

---

**VENDOR STATEMENT**

---

PROPERTY:

**50 CAMERON LANE  
BUNGEET WEST**

VENDORS' SOLICITOR:

**Milne Lawyers  
27 Reid Street  
Wangaratta, 3677**

Tel: **(03) 5721 5311**  
Fax: **(03) 5722 1314**  
Ref: **JMM:230558**