

# Vendor Statement

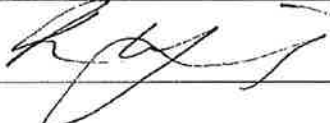
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

<b>Land</b>	Lot 2 Kurrajong Gap Road Bethanga Victoria
-------------	--

<b>Vendor's name</b>	Brian Joseph McFarland	Vendors Legal Practitioner authorised by the vendor to sign this statement	<b>Date</b> 18/ 9/ 24
<b>Vendor's signature</b>			

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

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

# 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:

\$3,000.00

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

	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.

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 520 – Domestic Livestock Grazing
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

# 2 INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable.

**3.2. Road Access**

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

**3.3. Designated Bushfire Prone Area**

The land is in a designated bushfire prone area 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.

**4 NOTICES**

**4.1. Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

**4.2. Agricultural Chemicals**

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

Not Applicable.

**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:

Not Applicable.

**5 BUILDING PERMITS**

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

Not Applicable.

**6 OWNERS CORPORATION**

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

Not Applicable.

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not Applicable.

**8 SERVICES**

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

Electricity supply <input checked="" type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
--	--	--	--	--

**9 TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

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

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 12508 FOLIO 830

Security no : 124118321634G  
Produced 17/09/2024 02:00 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 905516T.  
PARENT TITLE Volume 08591 Folio 742  
Created by instrument PS905516T 18/10/2023

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
BRIAN JOSEPH MCFARLAND of 44 CEMETERY ROAD BETHANGA VIC 3691  
PS905516T 18/10/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AV988952Y 23/08/2022

DIAGRAM LOCATION

SEE PS905516T 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: KURRAJONG GAP ROAD BETHANGA VIC 3691

ADMINISTRATIVE NOTICES

NIL

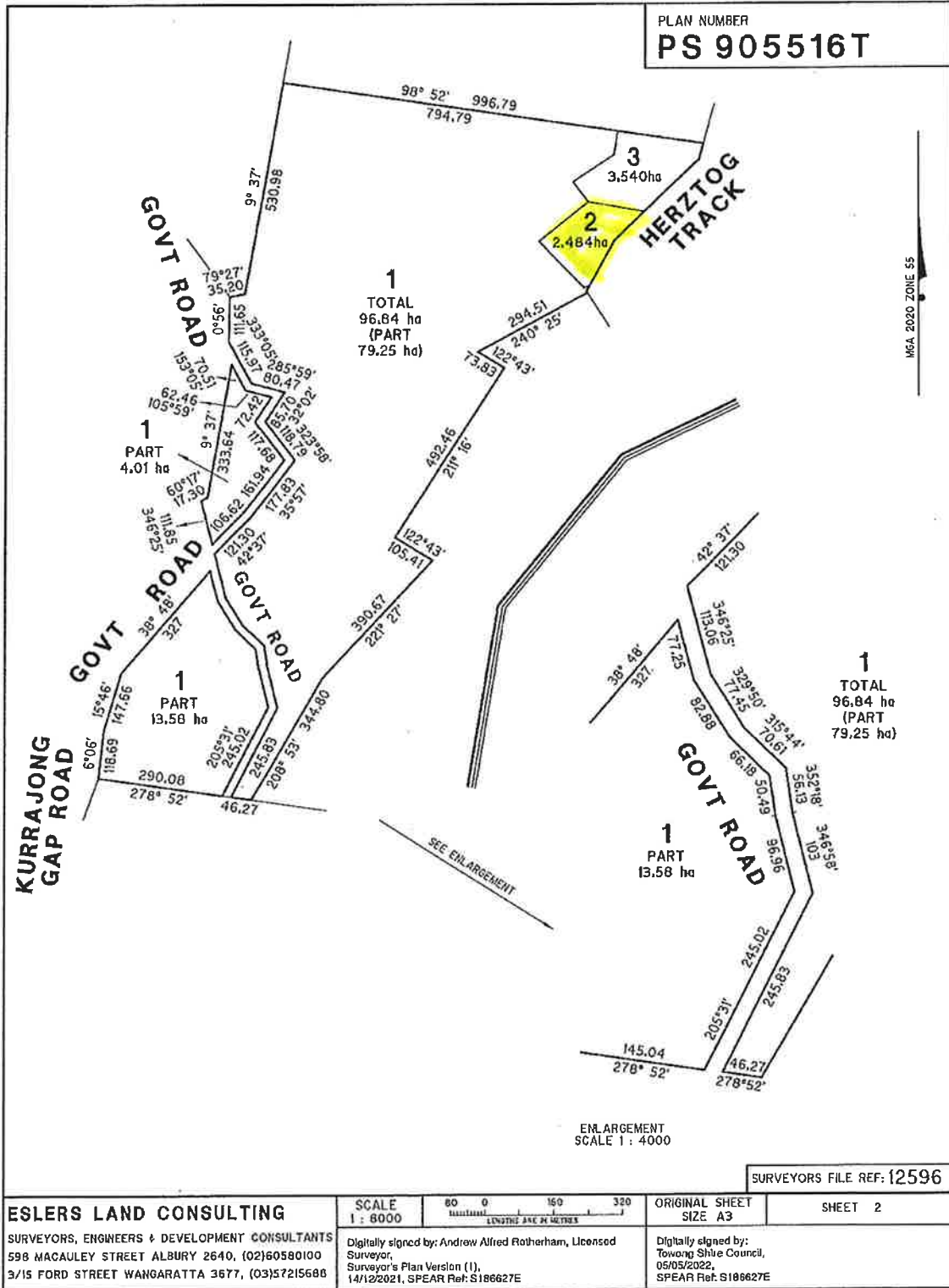
eCT Control 19578G MCHARGES SOLICITORS PTY LTD  
Effective from 18/10/2023

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

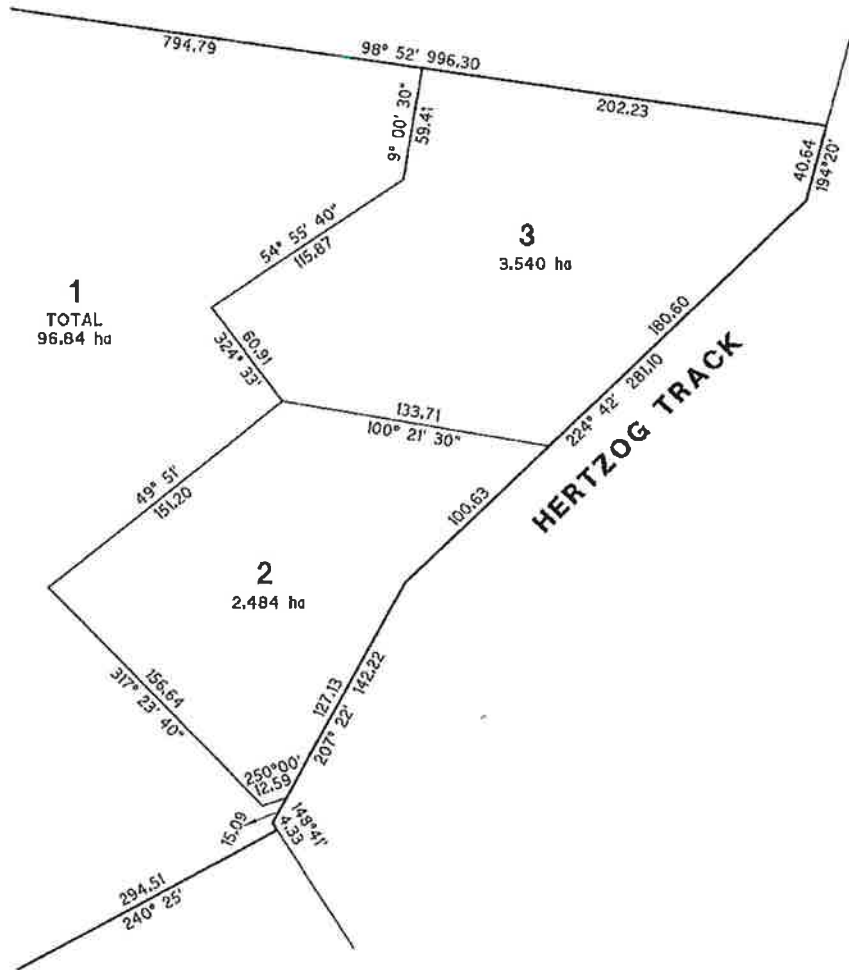
The information supplied by InfoTrack (LEAP) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

PLAN OF SUBDIVISION		EDITION 1	PS 905516T	
<b>LOCATION OF LAND</b> PARISH: BETHANGA SECTION: K CROWN ALLOTMENT: 3, 3A & 3C  TITLE REFERENCE: Vol. 8591 Fol. 742  LAST PLAN REFERENCE: TP670085L POSTAL ADDRESS: HERTZOG TRACK (of time of subdivision) BETHANGA 3691  MGA CO-ORDINATES: E: 508 634 ZONE: 55 (of approx centre of land N: 6 005 390 MGA 2020 in plan)		Council Name: Towong Shire Council  Council Reference Number: 422573 Planning Permit Reference: 2021-018 SPEAR Reference Number: S186627E  Certification This plan is certified under section 6 of the Subdivision Act 1988  Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Amanda Pagan for Towong Shire Council on 05/05/2022  Statement of Compliance Issued: 18/09/2023		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 2 & 3 ARE THE RESULT OF THIS SURVEY THE DIMENSIONS AND AREA OF LOT 1 HAS BEEN DEDUCED FROM TITLE		
NIL	NIL			
<b>NOTATIONS</b>				
DEPTH LIMITATION	15.24m BELOW THE SURFACE			
<b>SURVEY:</b> This plan is based on a partial survey. <b>STAGING:</b> This is not a staged subdivision. Planning Permit No. 2021/018  This survey has been connected to permanent marks No(s), 67 in Proclaimed Survey Area No. —				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
<b>ESLERS LAND CONSULTING</b> SURVEYORS, ENGINEERS & DEVELOPMENT CONSULTANTS 598 MACAULEY STREET ALBURY 2640, (02)60580100 3/15 FORD STREET WANGARATTA 3677, (03)57215688		SURVEYORS FILE REF: 12596  Digitally signed by: Andrew Allrod Rotherham, Licensed Surveyor, Surveyor's Plan Version (1), 14/12/2021, SPEAR Ref: S186627E		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 3  PLAN REGISTERED TIME: 3:52pm DATE: 18 / 10 / 2023 HEATH RICHARDS Assistant Registrar of Titles



PLAN NUMBER  
**PS 905516T**

MGA, 2020 ZONE 55



SURVEYORS FILE REF: 12596

**ESLERS LAND CONSULTING**  
 SURVEYORS, ENGINEERS & DEVELOPMENT CONSULTANTS  
 598 MACAULEY STREET ALBURY 2640, (02)60580100  
 3/15 FORD STREET WANGARATTA 3677, (03)57215688

SCALE  
1 : 2000

20 0 40 80  
METRES  
LENGTHS ARE IN METRES

Digitally signed by: Andrew Alfred Rotherham, Licensed Surveyor, Surveyor's Plan Version (1), 14/12/2021, SPEAR Ref: S188627E

ORIGINAL SHEET  
SIZE A3

SHEET 3

Digitally signed by: Toozong Shire Council, 05/05/2022, SPEAR Ref: S186627E





## Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Instrument</b>
Document Identification	<b>AV988952Y</b>
Number of Pages (excluding this cover sheet)	<b>10</b>
Document Assembled	<b>17/09/2024 14:00</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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.

Produced 17/09/2024 02:00:26 PM

Status	Registered	Dealing Number	AV988952Y
Date and Time Lodged	23/08/2022 04:22:29 PM		

### Lodger Details

Lodger Code	19578G
Name	MCHARGS SOLICITORS PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	AL:JL MCFARLAND 2202

## APPLICATION TO RECORD AN INSTRUMENT

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

### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

8591/742

### Instrument and/or legislation

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

### Applicant(s)

Name	TOWONG SHIRE COUNCIL
Address	
Property Name	TOWONG SHIRE-TALLANGATTA OFFICE
Street Number	32
Street Name	TOWONG
Street Type	STREET
Locality	TALLANGATTA
State	VIC
Postcode	3700



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

**Additional Details**  
Refer Image Instrument

---

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

---

### Execution

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

Executed on behalf of	TOWONG SHIRE COUNCIL
Signer Name	ANNERIE LUSTIG
Signer Organisation	MCHARGS SOLICITORS PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	23 AUGUST 2022

---

**File Notes:**  
NIL

---

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

Template approved for use by AusNet  
Electricity Services for issue to the customer  
to seek Council endorsement

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

CA 3, 3A & 3C Kurrajong Gap Road, Bethanga

## Information table

---

### Date of Agreement:

### Parties:

Name TOWONG SHIRE COUNCIL  
Short form name Responsible Authority  
Notice details 32 Towong Street, Tallangatta Vic 3700

Name Brian Joseph McFARLAND  
Short form name Brian McFarland  
Notice details 44 Cemetery Road, Bethanga Vic 3691

Name AUSNET ELECTRICITY SERVICES PTY (ABN 91 064 651 118) (of  
Level 31, 2 Southbank Boulevard, Southbank 3006  
Short form name AusNet Services  
Notice details Property Manager, Level 31, 2 Southbank Boulevard, Southbank, Vic,  
3006

### Background:

- A The Responsible Authority is the responsible authority for the administration and enforcement of the Planning Scheme pursuant to the Act.
- B The Land is subject to the Permit.
- C The Owner is the registered proprietor or is entitled to be registered as the proprietor of the Land.
- D The Responsible Authority on 27 August 2021 issued the Permit which allows subdivision of land into three (3) lots in accordance with the Endorsed Plans.
- E AusNet Services is a referral authority for the purposes of the Permit.
- F Condition Number Two (2) of the Permit provides that the Owner must:  
*The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and gas services to each lot shown on the endorsed plan where available in accordance with the authority's requirements and relevant legislation at the time.*
- G The Responsible Authority, AusNet Services and the Owner have agreed that, without restricting or limiting their respective power to enter into this Agreement, and insofar as it can be treated, this Agreement is an agreement entered into pursuant to section 173 of the Act for the purpose of satisfying Condition Number Two (2) of the Permit.
- H The Responsible Authority, AusNet Services and the Owner have entered into this Agreement in order to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme.

## Agreed terms

---

### 1. Defined terms and interpretation

#### 1.1 Defined terms

In this Agreement:

“**Act**” means the *Planning and Environment Act 1987 (Vic)*.

“**Agreement**” means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.

“**AusNet Services**” means AusNet Electricity Services Pty Ltd and each of its agents, officers, employees, servants, workers, contractors and related bodies corporate.

“**Endorsed Plans**” means the plan or plans approved by the Responsible Authority pursuant to the Permit, as amended from time to time.

“**Land**” means the land situate at Kurrajong Gap Road, Bethanga and being the land comprised in Certificate of Title Vol 8591 Fol 742 and which is also known as Lot Crown Allotments 3, 3A and 3C on Plan of Subdivision Number PS905516T.

Any reference to the Land in this Agreement will include a reference to any lot created by the subdivision of the Land or any part of it.

“**Mortgagee**” means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

“**Notice**” means any notice, demand, consent, approval or communication under this Agreement.

“**Owner**” means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee-in-possession.

“**Party**” or “**Parties**” means the Owner, AusNet Services and the Responsible Authority.

“**Permit**” means planning permit number 2021/018, as amended from time to time, issued to the Owner on 27 August 2021 by the Responsible Authority.

“**Planning Scheme**” means the Towong Planning Scheme.

“**Responsible Authority**” means the Towong Shire Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.

“**Tribunal**” means the Victorian Civil and Administrative Tribunal, and any Tribunal or other person or body which supersedes it.

## 1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) The singular includes the plural and vice versa.
- (b) A reference to a gender includes a reference to each other gender.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- (d) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
- (e) A reference to an Act, regulation or the Planning Scheme includes any Acts, regulations or amendments amending, consolidating or replacing the Act, regulation or Planning Scheme.
- (f) A reference to an information table, a clause, paragraph, schedule or annexure is to the information table, a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes the information table and any schedule or annexure.
- (g) A reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time.
- (h) A rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it.
- (i) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the same meaning as defined in the Act.

## 1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

## 2. Section 173 Agreement

### 2.1 Purpose

This Agreement is made under section 173 of the Act. In entering into the Agreement, the parties intend to give effect to the Permit and achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme.

### 2.2 Burden of covenants

The parties to this Agreement intend that the burden of the Owner's covenants run with the Land.

### 2.3 Reasons for Agreement

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

- (a) AusNet Services would not have consented to the issue of Statement of Compliance without requiring this Agreement; and

- (b) the Owner has elected to enter into this Agreement in order to take the benefit of the Permit.

### **3. Commencement**

This Agreement comes into force on the date of this Agreement.

### **4. Owner's Covenants**

#### **4.1 Obligations**

The Owner covenants with AusNet Services and the Responsible Authority that prior to any sale of the Land or any part of the Land, it will advise any prospective purchaser/s in writing:

- (a) that there is currently no electricity supply to the Land; and
- (b) the prospective purchaser/s must consult AusNet Services as to the availability of electricity supply and the estimated financial contribution that would be required in order to have electricity supplied to the Land (or to the relevant part of the Land, as the case may be).

#### **4.2 Further Obligations**

The Owner further covenants that:

- (a) The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first disclosing to its successors the existence and nature of this Agreement.
- (b) The Owner will do all that is necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the title to the Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgement or other document.
- (c) The Owner shall immediately on demand pay the reasonable legal costs and fees incurred and incidental to the preparation and execution of this Agreement and the registration of this Agreement pursuant to Section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by the Responsible Authority or AusNet Services, as the case may be. The Owner agrees that any such costs are and remain a charge on the Land until paid, and consents to the Responsible Authority or AusNet Services, as the case may be, registering a caveat on the title to the Land in respect of any such costs and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority or AusNet Services, as the case may be, in any court of competent jurisdiction as a civil debt recoverable.
- (d) That until such time as this Agreement is registered on the title to the Land, the Owner shall ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.
- (e) The Owner agrees to indemnify and keep indemnified the Responsible Authority and AusNet Services from and against all costs, expenses, losses or damages that they may sustain, incur, suffer or become liable for or in respect



of any suit, action, proceeding, judgement or claim brought by any person arising from or referable to this Agreement and/or any non-compliance with this Agreement.

- (f) The Owner agrees to allow the Responsible Authority and AusNet Services to enter the Land at any reasonable time to assess compliance with this Agreement.

#### **4.3 Owner's Warranties and Acknowledgements**

The Owner warrants that:

- (a) it is the registered proprietor (or entitled to be so) of the Land;
- (b) there are no mortgages, liens, charges or other encumbrances affecting the Land which are not disclosed by the usual searches; and
- (c) if the Land is affected by a mortgage, the Mortgagee of the Land consents to the Owner entering into this Agreement and the Agreement being registered on the title to the Land.

The Owner acknowledges that any obligations imposed on the Owner under this Agreement take effect as separate and several covenants which are annexed to the Land and run at law and in equity with the Land and every part thereof and bind the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the Land.

#### **4.4 Further assurance**

The Parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

### **5. General**

#### **5.1 Default**

If the Owner defaults or fails to perform any of its obligations under this Agreement the Responsible Authority or AusNet Services may, as the case may be, without prejudice to any other remedies, rectify and remedy such default and the costs of doing so shall be borne by the Owner. The Owner hereby consents to the Responsible Authority or AusNet Services registering a caveat on the title to the Land in respect of any such costs, and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority or AusNet Services in any court of competent jurisdiction as a civil debt recoverable.

#### **5.2 No waiver**

Any time or other indulgence granted by the Responsible Authority or AusNet Services to the Owner or any variation of the terms and conditions of this Agreement or any judgement or order obtained by the Responsible Authority or AusNet Services against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority or AusNet Services in relation to the terms of the Agreement.

#### **5.3 No Fettering of Powers of Responsible Authority or AusNet Services**

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner or any of its obligations under this Agreement does or will restrain, limit, or otherwise fetter the exercise by the Responsible Authority or AusNet Services of the powers, duties and discretions that the Responsible Authority

or AusNet Services has or may have (as planning authority, responsible authority or otherwise) under the Act or under the Planning Scheme to consider, approve, amend or to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification relating to any use or development, or in relation to the commencement or initiation of any enforcement action or proceeding whatsoever.

**5.4 Entire Agreement**

The Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

**5.5 Severability**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative and be of full force and effect.

**5.6 Disputes**

- (a) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.
- (b) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an Arbitrator agreed upon in writing by the parties, or, in the absence of such agreement the Chair of the Victorian Chapter of the Institute of Arbitrators Australia or his or her nominee, for arbitration.
- (c) The parties shall each be entitled to legal representation for the purposes of any proceedings or arbitration referred to clause 5.6(a) or 5.6(b) of this Agreement unless the Tribunal or arbitrator otherwise directs, and each Party must bear its own costs.

**5.7 End of Agreement**

The Responsible Authority and AusNet Services shall consent to this Agreement ending and to the removal of the recording of the Agreement on the title to the Land provided for in clause 4.2(b) of this Agreement upon connection of electricity supply to the Land to the satisfaction of AusNet Services and the Responsible Authority.

**EXECUTED** as an agreement under Division 2 of Part 9 of the Act and as a Deed between the parties

For the Responsible Authority:  
TOWONG SHIRE COUNCIL

EXECUTED UNDER SEAL BY THE PARTIES

The Common Seal of TOWONG SHIRE COUNCIL )  
was hereunto affixed in the presence of: )



Andrew White Councillor

[Signature] Chief Executive Officer

Date: 13 July 2022

For the Owner – if an individual:

SIGNED SEALED AND DELIVERED )

By Brian James McFarland )

in the presence of: )

.....*Jacqui Coe*.....

Signature of Witness

.....*B. J. McFarland*.....

Signature of Owner


.....JACQUELINE SUSAN LEWIN.....

Name of Witness (Print)


Date: 14 April 2022

**For AusNet Services:**

Executed as a deed for **AUSNET** )  
**ELECTRICITY SERVICES PTY LTD** )  
**ABN 91 064 651 118** by its authorised )  
representative:

  
.....  
Signature of Witness

...PENNY ROOKE.....  
Name of Witness (Print)

  
.....  
Signature of authorised representative

RR-MW Scott  
.....  
Name of authorised representative (Print)

Date: 22nd August, 2022

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 10 September 2024 03:16 PM

## PROPERTY DETAILS

Lot and Plan Number: **Lot 2 PS905516**

Address: **KURRAJONG GAP ROAD BETHANGA 3691**

Standard Parcel Identifier (SPI): **2\PS905516**

Local Government Area (Council): **TOWONG** [www.towong.vic.gov.au](http://www.towong.vic.gov.au)

Council Property Number: **209700 (Part)**

Planning Scheme: **Towong** [Planning Scheme - Towong](#)

Directory Reference: **Vicroads 36 C3**

This parcel is one of 3 parcels comprising the property. 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: **BENAMBRA**

## OTHER

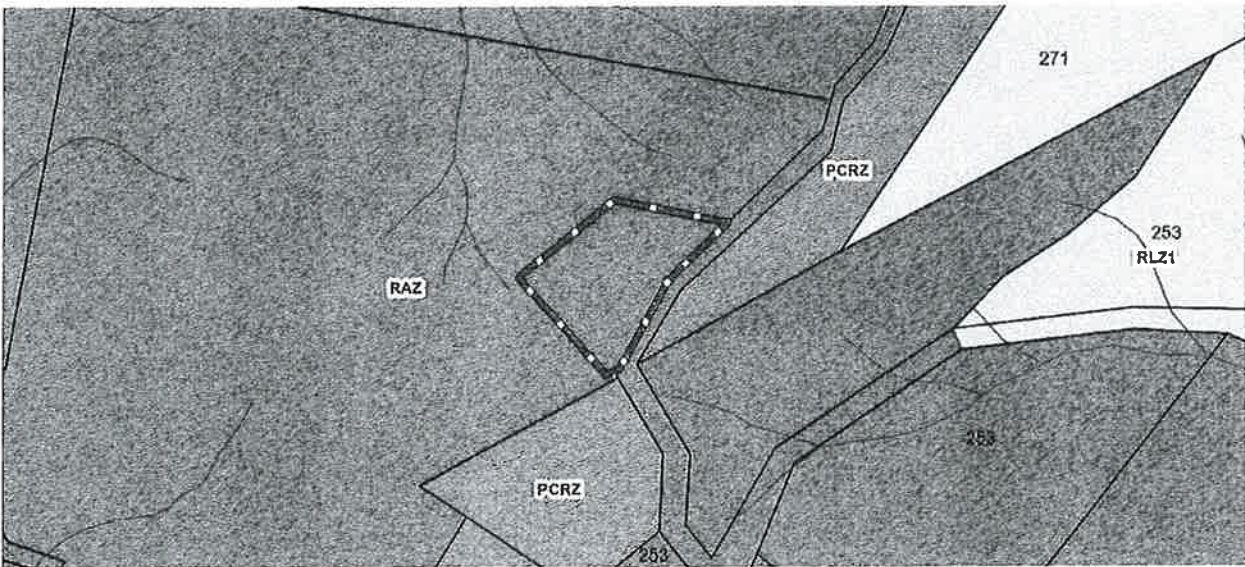
Registered Aboriginal Party: **None**

[View location in VicPlan](#)

## Planning Zones

### RURAL ACTIVITY ZONE (RAZ)

### SCHEDULE TO THE RURAL ACTIVITY ZONE (RAZ)



**PCRZ - Public Conservation and Resource** **RAZ - Rural Activity** **RLZ - Rural Living**

Water course

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

Copyright © - State Government of Victoria

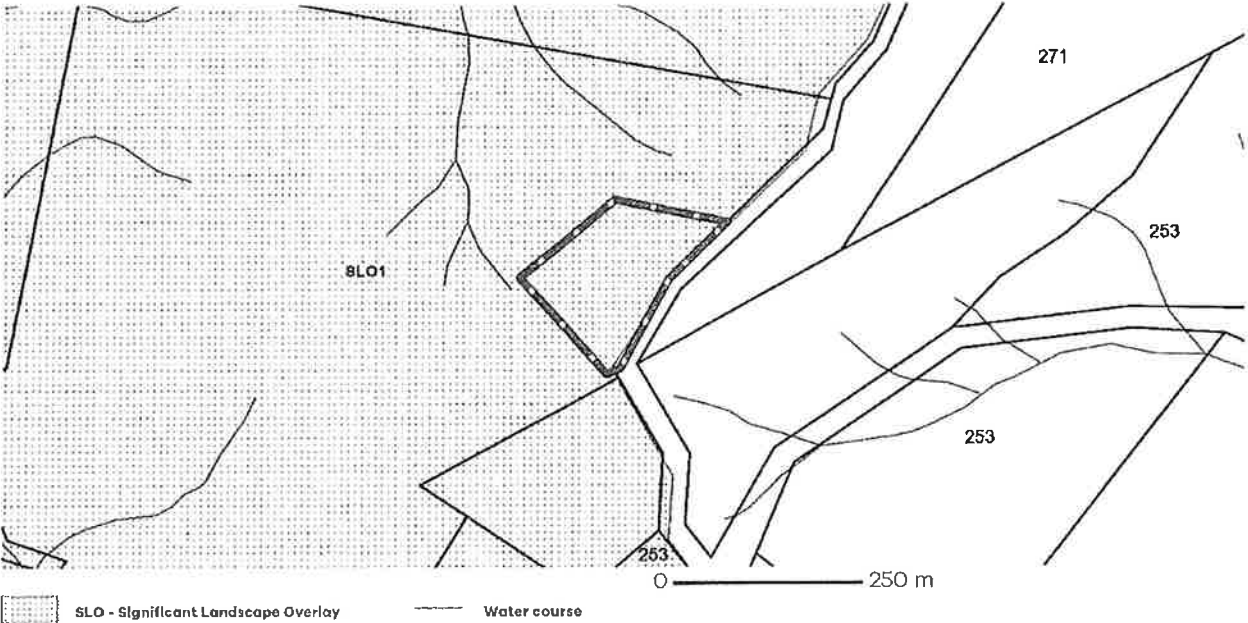
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at: <https://www.deloitte.com/vic/about/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1982 (Vic).

## Planning Overlays

### SIGNIFICANT LANDSCAPE OVERLAY (SLO) SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 (SLO1)



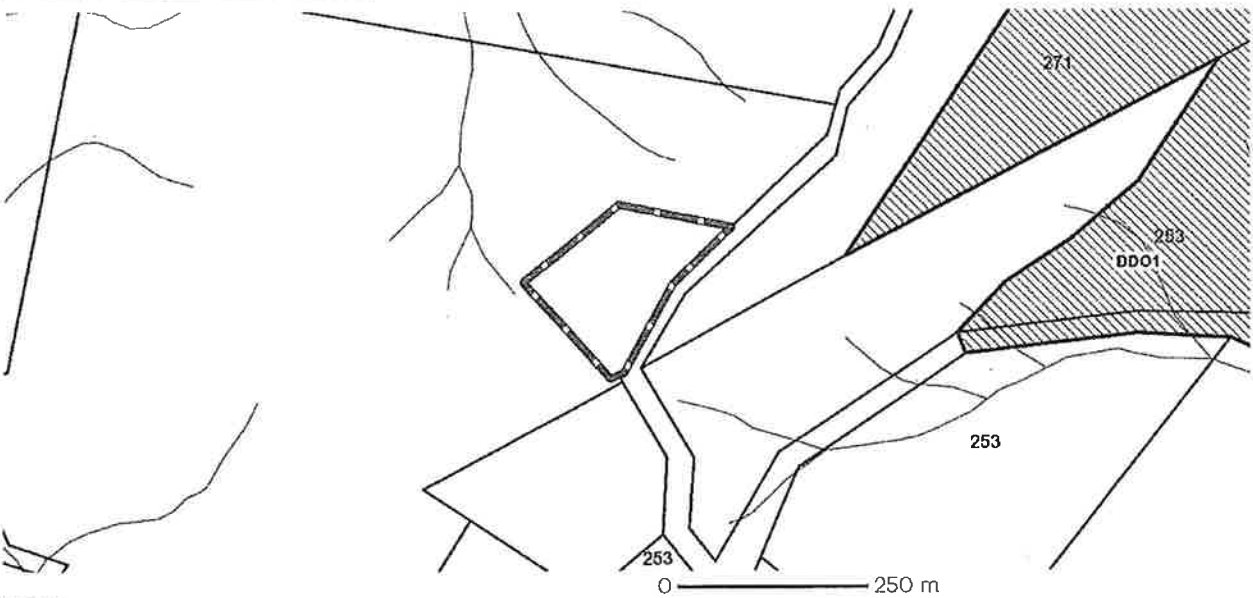
SLO - Significant Landscape Overlay      Water course

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### DESIGN AND DEVELOPMENT OVERLAY (DDO)



DDO - Design and Development Overlay      Water course

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

Copyright © - State Government of Victoria  
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

## Further Planning Information

Planning scheme data last updated on 4 September 2024.

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

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

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

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

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

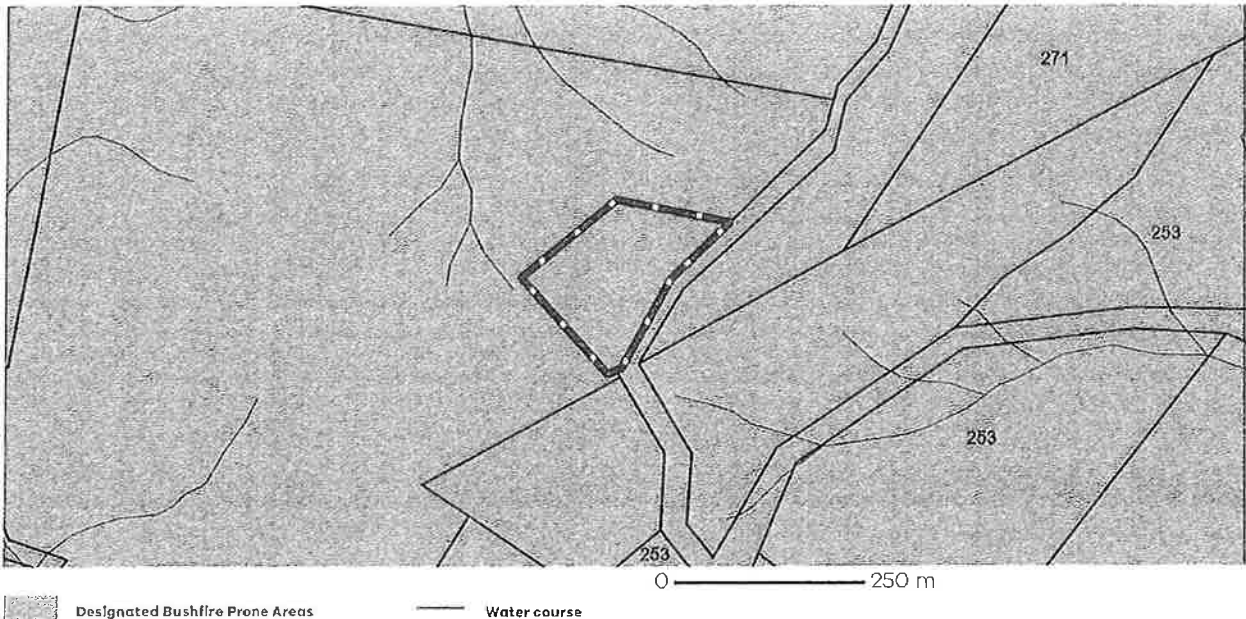


## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**



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

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


# Rates and Valuation Notice

Due to be issued on 01 September 2024  
 MHA 49 315 434 767

### Enquiries?

-  08 8201 5000 or 1300 749 222
-  Rates & Valuation enquiries  
[www.towong.vic.gov.au](http://www.towong.vic.gov.au)



  
 0000000000  
 B J McFarland  
 24 Cemetery Road  
 BETHANGA VIC 3681

Property Number  
**209300**

Carried Forward Valuation	+	Rate Valuation	=	Amount Payable
<b>\$0.00</b>		<b>\$378.69</b>		<b>\$378.69</b>
				Due 30 September 2024

## Your rates and charges

For 1 July 2024 to 30 June 2025  
 Council rates 9.0 (0123100) + CIV  
 11.4 (Primary) (Residential) + 1.0 (Secondary) + 5.0 (Council) +  
 CIV  
**Rates and Charges**





\$1,315.92  
 \$201.17  
**\$1,517.09**

## Your property

Address: 24 Cemetery Road Bethanga VIC 3681  
 Area: 0.21 06600 (P) 10000  
 Valuation code (MVC): 523 - Other residential 60000  
 Capital Improvement Charge: **\$700.00**  
 Site Value: \$100,000  
 Net Annual Value: \$15,500  
 Valuation Date: 1 January 2024  
 Valuation effective from: 1 July 2024

Herzfeldt  
 Lot 1, 500/5A (120) 2/234 Esplanade Bethanga, Lot 1, 500/5A (120) 2/234 Esplanade Bethanga VIC 3681

**PAID**

 Rate <b>\$378.69</b> 30/09/2024	+	 Council <b>\$380.00</b> 30/09/2024	+	 CIV <b>\$360.00</b> 30/09/2024	+	 Total <b>\$380.00</b> 11/09/2024	=	<b>\$1,518.69</b>
---	---	--	---	--	---	--	---	-------------------

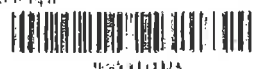
## How to pay

**BPAY** Biller code: 91495  
 Ref: 913148


For details, check [www.bpay.com.au](http://www.bpay.com.au) or contact  
 0813 94 9494 for more information. Bank charges  
 apply for transactions over \$100.


**POST** Biller code: 0689  
 Ref: 913148

Go to [www.post.com.au](http://www.post.com.au) or  
 phone 131 881 to pay with your MyGov  
 MyGov account or to set up a MyGov Bill  
 Payment (MVP) account. MVP is a secure  
 online payment system. Minimum 100%  
 coverage.



913148

-  Pay in person. Pay with all major  
 cards, Mastercard, cash or cheque at  
 • 01-01 Young Street, Tallangatta  
 • 75 Pinnock Street, Carrington

-  Mail detection and return this  
 notice with a cheque to:  
 • PO Box 96 Tallangatta VIC 3689

### Waste Disposal Voucher

Present this voucher to dispose up to one cubic  
 metre (eg. 6' x 6' trailer) of waste at the Carrington,  
 Tallangatta or Wedonga waste facilities or at Council's  
 sealed curbside waste and green waste collections.

Expires: 30 September 2025 Property Number: 

### Waste Disposal Voucher

Present this voucher to dispose up to one cubic  
 metre (eg. 6' x 6' trailer) of waste at the Carrington,  
 Tallangatta or Wedonga waste facilities or at Council's  
 sealed curbside and green waste collections.

Expires: 30 September 2025 Property Number: 