REIV
THE DIFFERENCE

LAW INSTITUTE VICTORIA

Contract of
Sale of Land

Property: Lot on Proposed Plan of Subdivision PS909013A, Wharparilla Drive Estate Stage 1, Wharparilla Drive, Echuca VIC 3564

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AUSTRALIAN INSTITUTE OF CONVEYANCERS VICTORIA
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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* (Vic) by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014* (Vic).

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

Contract of sale of land

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

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS A COMPANY:

EXECUTED by WHARPARILLA EAST PTY LTD
ABN 12 839 501 845
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

…… ……..
Name of director Signature of director

…… ……
Name of director/secretary Signature of director/secretary

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……../……/…….....

for and on behalf of:

…… ……..
Name of individual Signature of individual

State nature of authority (if applicable): .....

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……../……/…….....

for and on behalf of:

…… ……..
Name of individual Signature of individual

State nature of authority (if applicable): .....

WHERE SIGNATORY IS A COMPANY

EXECUTED by ……

ABN ……..….
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

…… ……..
Name of director Signature of director

…… …….
Name of director/secretary Signature of director/secretary

This offer will lapse unless accepted within [ ] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962* (Vic)

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Particulars of sale

Vendor's estate agent

Name: **Charles L King & Co**

Address: 172 Hare Street Echuca VIC 3564

Email: troy@clk.com.au

Tel: 03 5482 2111 Mob: 0418 570 576 Ref: Troy O'Brien

Vendor

Name: **WHARPARILLA EAST PTY LTD** as Trustee for the Millar Family Trust (East)

Address: 132 Wharparilla Drive Echuca VIC 3564

ABN/ACN: ABN 12 839 501 845/ ACN 630 942 620

~~Email:~~

Vendor's legal practitioner or conveyancer

Name: Melville & Hicks Lawyers

Address: 201 Hare Street, Echuca VIC 3564

Email: amccallum@mhechuca.com.au

Tel: 03 5483 0200..... .... Ref: AM:20220391

Purchaser

Name: .....

Address:.....

ABN/ACN:.....

Email:.....

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email:.....

Tel:..... .... Ref:.....

Land (general conditions 7 and 13)

Lot ____ on Proposed Plan of Subdivision PS909013A being part of the land contained in the following Certificates of Titles;

Certificate of Title reference		being lot	on plan
Volume 10035	Folio 353	A	PS304182X
Volume 10035	Folio 354	B	PS304182X
Volume 12081	Folio 661		PC377616S

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Lot____on Proposed Plan of Subdivision PS909013A, Wharparilla Drive Estate Stage 1, Wharparilla Drive, Echuca VIC 3564

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*)

Nil – Vacant land

Payment

Price $..... GST Inclusive

Deposit $..... on the signing hereof

Balance $..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

☐ GST (if any) must be paid in addition to the price if the box is checked

- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☒ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 and 26.2)

is due 21 days after the Vendor gives notice in writing to the Purchaser's solicitor of registration of the Plan of Subdivision No. PS909013A in accordance with Special Condition 8.

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(**only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document*)

- ☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

- ☐ .....a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* (Vic) if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: $ ..... Approval date: ..... / ..... /20.....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

GST WITHHOLDING NOTICE

VENDOR: Wharparilla East Pty Ltd (ACN 630 942 620) as Trustee for the Millar Family Trust (East) ABN 12 839 501 845

PURCHASER:

PROPERTY: Lot____on Proposed Plan of Subdivision PS909013A, Wharparilla Drive Estate Stage 1, Wharparilla Drive, Echuca VIC 3564

Purchaser must make a GST Withholding Payment: ☐ No ☒ Yes
(if yes, vendor must provide the details below within 14 days of the contract date)

The purchaser is not required to withhold an amount for GST to pay to the Commissioner of Taxation pursuant to section 14-250 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth).

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name: Wharparilla East Pty Ltd (ACN 630 942 620) as Trustee for the Millar Family Trust (East)

Supplier's ABN: 12 839 501 845

Supplier's Business Address: C/- M&S Group Accounting 135 Sturt Street Echuca

Supplier's Email Address: kristy.scadden@msgroup.net.au

Supplier's Phone Number: 03 5482 6788

Supplier's proportion of the GST Withholding Payment: 100%

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate: $

Amount must be paid: ☒ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☒ No ☐ Yes

If "yes", the GST inclusive market value of the non-monetary consideration: $

Other details (including those required by regulation or the ATO forms):

Special conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

1. Entire Agreement

The parties acknowledge that this Contract constitutes the entire agreement between the parties and there are no representations, collateral agreements, conditions, warranties or other terms affecting the sale other than those contained in this Contract.

2. Exclusion of Warranties

2.1 The Purchaser acknowledges and agrees that:

(a) this Contract constitutes the entire agreement between the parties and there are no representations, collateral agreements, conditions, warranties or other terms affecting the sale other than those embodied herein; and

(b) they have received the Consumer Affairs Victoria due diligence checklist and satisfied themselves as to the contents therein, and without limiting the generality of any other clauses contained herein, shall not raise any objection relating to the said issues.

2.2 The Purchaser further acknowledges and agrees that the Land together with any improvements is purchased by the Purchaser:

(a) as a result of the independent exercise for the Purchaser's own skill and judgement after due inspection and investigation; and

(b) in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;

and that no representation or warranty has been made or given by the Vendor or by any persons acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

(c) the merchantability, quality or fitness for any purpose of the land or the improvements;

(d) the freedom of the Land from defects, infestations, contamination or dilapidation;

(e) the use to which the Land or the improvements can lawfully be put;

(f) whether development of any description may be carried out on the land; or

(g) whether the improvements on the Land have been built or placed there in accordance with each approval required by law for the building or placement of the same including but not limited to local government by-laws and regulations, planning schemes or building restrictions, regulations or laws.

2.3 The Purchaser shall not raise any objection to or claim any compensation for any contamination or pollution of the Land and shall at the Purchaser's own expense comply with the requirements of each competent authority for the abatement of any pollution or the clean up or any environmental audit (or any combination of them) of the Land and shall keep the Vendor indemnified at all times against the cost of doing so.

3. Director's Guarantee

3.1 If the Purchaser shall be or include a company, the Purchaser must forthwith upon execution of this Contract, procure the execution by each of the company's directors of a Guarantee and Indemnity in the form of the Guarantee & Indemnity annexed hereto.

3.2 In the event of the nomination of a substitute or additional transferee which is or includes a company, the Purchaser must, in addition to the Guarantee and Indemnity required under Special Condition 3.1 hereof, when called upon to do so by the Vendor, procure the execution by each of the directors of such company of the Guarantee and Indemnity in the form of the Guarantee and Indemnity annexed hereto.

3.3 Should the Purchaser default in the performance of its obligations under Special Conditions 3.1

or 3.2 hereof the Purchaser shall be deemed to be in default under this Contract.

4. Non Merger

If any provision of this Contract remains to be performed or is capable of having effect after the final settlement date, this Contract shall remain in full force and effect notwithstanding completion of the sale and purchase of the Land and that provision shall not merge at settlement.

5. Counterpart/execution

5.1 This Contract may be:

(a) executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument; and

(b) executed by one or more of the parties, executing a counterpart, which may be a scanned or electronically signed copy of this Contract, and transmitting that executed counterpart by facsimile or electronic medium to the party or parties, which upon either the sender's transmission record indicating that the same was duly received without error, or the receipt by the other party or by one of the other parties of the executed Contract by the sender, shall be taken as conclusive evidence of the execution of the Contract by that party.

5.2 The parties covenant to be bound by this Contract being executed in counterparts in accordance with this clause.

6. Land Tax

6.1 Notwithstanding any other Condition or provision contained in this Contract (this Special Condition taking Priority in all respects as to Land Tax), any Land Tax liability attached to or as a charge on the Property whatsoever (whether already raised now or arising after the Day of Sale but before Settlement, including any Proportional or Multiple Holding, Trust Surcharge, Vacant Land Tax Liability, Foreign Citizen loading, Absentee owner surcharge or the like) is to remain the Vendor's responsibility, and is to be paid in full by the Vendor (by deduction) at Settlement and will not be adjusted whatsoever at settlement between the parties.

6.2 For the avoidance of doubt, the Purchaser shall not be required to contribute in any way to the Vendor's Land Tax Liability for the Calendar Year in which Settlement takes place or for any prior year.

6.3 The Vendor hereby indemnifies and agrees to keep indemnified the Purchaser against any Land Tax liability that arises from the Calendar year in which Settlement takes place, or is raised, payable or levied, for any period Prior to Settlement.

6.4 This Special Condition shall not merge at Settlement and shall continue in full force and effect notwithstanding completion of Settlement.

7. General

This contract is made in accordance with Section 9AA of the **Sale of Land Act 1962**.

8. Subject to Registration of Plan of Subdivision

8.1 This Contract is subject to the registration of the final version of attached Proposed Plan of Subdivision PS909013A by the Registrar of Titles ("Plan of Subdivision").

8.2 The Vendor shall pay the cost of the survey and all other expenses involved in obtaining registration of the Plan of Subdivision and including, without limitation, the expenses involved in complying with the requirements of any authority. Both parties shall promptly take all steps appropriate to him to secure registration.

8.3 If the Plan of Subdivision is not registered within 2 years of the Day of Sale ("the Registration Date") either party may cancel this Contract subject to Special Condition 8.4 by giving notice in writing to the other party and if this occurs this contract shall be null and void and the deposit shall be refunded to the Purchaser.

8.4 If the Vendor is the party seeking to rescind the Contract under Special Condition 8.3 above, the following will apply;

(a) The Vendor will provide to the Purchaser written notice at least twenty-eight (28) days prior to the date for rescission of the Contract;

(b) The Purchaser upon receipt of written notice from the Vendor may consent to the rescission of the Contract but is not obliged to do so;

(c) The Vendor may apply to the Supreme Court for an order permitting the Vendor to rescind the Contract;

(d) If the Vendor chooses not to make application to the Supreme Court in accordance with Special Conditions 8.4 (c) this will not be taken as a waiver of the Vendor's rights as conveyed by this Contract and by law to make such an application;

(e) The Supreme Court may make an order permitting the rescission of the Contract if satisfied that making the order is just and equitable in all the circumstances.

9. Right to Amend Unregistered Plan of Subdivision

9.1 The Vendor reserves the right to make any amendments to the Plan of Subdivision considered desirable to secure its registration.

9.2 Subject to the Purchaser's rights under Section 9AC(2), 9AH and 10 of the **Sale of Land Act**, the parties shall take all steps required to register the Plan of Subdivision.

9.3 Section 10(1) of the **Sale of Land Act** shall not apply in respect of the final location of any easement shown on the Plan of Subdivision or a later certified or registered plan. The Purchaser shall not make any requisition or objection or make any claim for compensation in respect of a variation in the location of the easement shown on the Plan of Subdivision.

10. Deposit

The deposit shall be paid to the Vendor's Legal Practitioner and shall be held pursuant to Section 9AA (1)(a)(i) of the Sale of Land Act 1962 until registration of the Plan of Subdivision by the Registrar of Titles.

11. Identity and Requisitions

11.1 The Purchaser shall not make any requisition on or objection to title permitted by this Contract until the Plan of Subdivision has been registered and the Purchaser shall have the right to make such requisitions on and objections to title within seven days of the date upon which the Purchaser or his Legal Practitioners have been notified that the Plan of Subdivision has been so registered.

11.2 Subject to the above, the Purchaser admits the identity of the Land with that described in the particulars offered by the Vendor and no objection shall be taken or requisitions made and no compensation shall be claimed or allowed because of any discrepancies between the actual area, boundaries, measurements or position of the Land as occupied with that described in the particulars nor shall the Purchaser be entitled to call upon the Vendor to amend the particulars or to bear or to contribute to the expenses of any amendment.

12. Works by Authority

12.1 General Condition 28 does not apply to this Contract.

12.2 The Price has been agreed upon the basis of existing amenities.

12.3 The Purchaser assumes responsibility for and indemnifies the Vendor against all notices orders demands or levies imposing charges or other liabilities in respect of any road-making, sewerage, drainage, fencing or other works whatsoever or otherwise issued or made in respect of the Land which are issued or made on or after the day of sale, other than the works required to be completed by the Vendor to complete registration of the Plan of Subdivision.

12.4 The Vendor shall assume responsibility for and indemnify the Purchaser against all charges including any excess over estimated charges in respect of works commenced at the Day of Sale and shall be entitled to any refund in respect thereof.

13. Planning and Zoning

The Purchaser having been supplied with the Statement required by Section 32C(d) of the **Sale of Land Act 1962** as amended purchases the Land subject to any restrictions imposed pursuant to any planning schemes or interim development orders affecting the Land.

14. Property Not Separately Rated

If the Land is not rated separately in respect of any rates, taxes, assessments, fire insurance premiums or other outgoings at settlement, then for the purposes of apportionment the Land will be deemed to bear the same proportion to the total of such outgoing as the area of the Land bears to the whole of the area of land comprised in the assessment. The Vendor will pay all outgoings when they are due to be paid and the Purchaser cannot require them to be paid at or before settlement. All outgoings will be

adjusted as paid by the Vendor.

15. Works affecting Natural Surface Level

15.1 Pursuant to Section 9AB (1) of the **Sale of Land Act 1962** the Vendor hereby discloses that all proposed works affecting the natural surface level of the Land or any land abutting the Land are annexed to the Vendor Statement save and except for general minor levelling works.

15.2 The Vendor may at any time after the Day of Sale carry out Surface Works that are required by the Municipality or a public authority or desirable to enhance the appearance of the Property and the Subdivision.

15.3 If the Vendor carries out the Surface Works, the Vendor will notify the Purchaser as soon as practicable of those Works.

15.4 Subject to the Vendor's compliance with the **Sale of Land Act** the Purchaser must not make any requisition, objection or claim or take any action against the Vendor relating to any change to, or any alteration or modification of the quality or condition of the Property (including its soil) occurring between the Purchaser's first inspection of the Property and the Settlement Date.

16. Access

Notwithstanding anything hereinbefore contained the Vendors shall pursuant to Section 9AB(1) of the **Sale of Land Act 1962** allow the Purchaser reasonable access to the Land for any purpose connected with the proposed development or use thereof.

17. Not to Lodge Caveat

The Purchaser acknowledges that the lodgement of a caveat pursuant to Section 89 of the **Transfer of Land Act** may delay or prevent registration of the proposed Plan. The Purchaser shall neither lodge nor permit or allow any person claiming through him or it, or acting on behalf of the Purchaser, to lodge any caveat over the parcel of land of which the Land forms part, or over any part thereof, until after registration of the Plan of Subdivision. The Purchaser will indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may suffer or incur in consequence of any breach by the Purchaser of this provision.

18. Purchaser to do all things necessary to obtain certification and registration of the Plan

The Purchaser on being requested to do so shall sign all documents, applications, consents, instruments and writings and shall do all acts, matters and things which may be necessary or desirable to obtain certification and/or registration of the Plan of Subdivision and give full effect to anything referred to in these Special Conditions.

19. Contracts in Estate may not be identical

19.1 The Vendor advises that Contracts relating to lots sold in the Wharparilla Drive Estate, Echuca ("Estate") may contain different terms and conditions to this Contract.

19.2 The Purchaser acknowledges that:

(a) There may be some terms and conditions in this Contract that are not included in contracts for other lots in the Estate and vice versa; and

(b) The Vendor may choose not to enforce all covenants, terms and conditions in all contracts for lots in the Estate equally or at all.

19.3 The Purchaser agrees that the Vendor shall not be liable to the Purchaser in respect of any of the matters set out in special condition 19.2 including:

(a) Any difference between this Contract and any other contract for a lot in the Estate; and

(b) For enforcing or not enforcing some or all of its rights under contracts for the sale of lots in the Estate.

20. Section 173 Agreement

The Purchaser understands and agrees that:

20.1 The Council may require that the Vendor enter into an agreement under Section 173 of the **Planning and Environment Act 1987** ("S.173 Agreement") as described in Condition 6 of Planning Permit PLN435/2021 (Amended) annexed to the Vendors Statement ("the Permit") which may be registered on and run with the title to the Land and the Lot hereby sold.

20.2 The Council may require that the S.173 Agreement contain other restrictions or covenants of

which the Vendor currently has no knowledge or notice. If the Council requires any further restrictions or covenants then the Purchaser hereby consents to and authorises the Vendor to agree to same and to enter into the S.173 Agreement in whatever form the Council requires.

20.3 The Purchaser buys the Land subject to the S.173 Agreement which is or will be registered on and will remain an encumbrance on the title, and the Purchaser will co-operate to effect this and any other matter in the Permit requiring the Purchaser's co-operation.

20.4 The Purchaser will not make any requisition or objection as to the title which relates to the S.173 Agreement and its provisions and effect and will not make any demands or claims of any nature whatsoever in respect thereto.

21. Development of Wharparilla Drive Estate Echuca

21.1 The Purchaser acknowledges that it is aware that Lot A on proposed Plan PS909013A, may be further subdivided substantially in accordance with the draft plans annexed following the Permit in the Vendor Statement, although the size and numbers of any of the future lots to be created may be varied by the Vendor in the Vendor's absolute discretion.

21.2 The Purchaser covenants with the Vendor that it will not object to a Planning Permit or Permits being granted for the further subdivision of Lot A on the proposed Plan and it agrees that it will require any transferee from it to give a similar acknowledgement, and to covenant with it firstly, not to object to the subdivision of Lot A on the proposed Planning Permit, if required, and secondly, to require a similar acknowledgement and agreement from any transferee from it and the Purchaser hereby indemnifies the Vendor for any loss incurred by the Vendor resulting from any breach of the Purchaser's obligations pursuant to this Special Condition.

21.3 The Purchaser acknowledges that:-

(a) "Wharparilla Drive Estate Echuca" is being developed progressively by the Vendor.

(b) this involves or will involve (amongst other things) the carrying out of construction works and the making of planning applications of various types to Responsible Authorities (being any authority exercising statutory rights, powers or duties with respect to the land being developed, the Plan of Subdivision, services to the land being developed or building legislation or any person exercising such rights, powers or duties).

(c) despite special condition 8, the decision in relation to the timing of the works necessary to permit registration of the proposed Plan will be made by the Vendor in its absolute discretion (which may include that the Vendor determines not to undertake the works necessary to permit registration of the proposed Plan by the registration date).

21.4 Without limiting special condition 21.3, the Purchaser must:-

(a) not make or maintain any objection, appeal, claim, demand or suit either alone or jointly with others against any of the Applications (being to apply for and obtain all permits and approvals for subdivision, use, construction, and development of the land being developed).

(b) not make any claim or objection, delay completion or claim a reduction in the price or make a claim in relation to any dust, noise or traffic interference which results from the ongoing development of the Estate.

(c) not do or omit to do anything which would prevent the Vendor from developing and completing the Estate (including selling lots within the Estate).

(d) consent (as an adjoining owner or an owner within Estate) to any Applications made by or on behalf of the Vendor in relation to the development of Estate.

(e) not make any claim or objection, delay completion or claim a reduction in the price because the Vendor is developing land within Estate (including adjacent to the Land) for any purpose.

(f) not make any claim because the Vendor has not, for any reason, procured registration of the proposed Plan by the registration date.

21.5 This Special Condition does not merge on settlement.

22. Campaspe Shire Council Planning Permit PLN435/2021 (Amended)

22.1 The Purchaser purchases the Lot subject to the Permit and shall be bound by and comply with the terms of the Permit, and any variation or amendment at all times.

22.2 The Vendor gives no warranty and makes no representation as to the fitness of the Lot for construction thereon of any particular style, type or model of dwelling in respect of which the Purchaser must satisfy himself. Any representation or advice in respect of any such fitness (if given) will have been given without the authority or knowledge of the Vendor and the Vendor will not be bound by it and the Purchaser must not rely upon any such representation and/or advice.

22.3 The Vendor reserves the right to modify the restrictions if such modification is required to cause such restrictions to comply with any decisions or requirements of any relevant government or semi government authority having power to make any such decisions or requirements or if such modification is necessary due to amendments to the proposed Plan required by the Campaspe Shire Council or by any other Authority.

23. Planning Permit PLN435/2021 (Amended)

23.1 The Vendor shall prior to settlement at its own cost complete all requirements by any authority as set out in the Permit within the Vendors Statement annexed hereto.

23.2 The provision of a statement of compliance by the local municipal authority in connection with the aforementioned Permit and subsequent certification of the proposed Plan shall be sufficient evidence of the completion of the Vendor's requirements pursuant to this provision.

24. Restrictive Covenants

24.1 The Purchaser covenants and agrees with the Vendor that it will observe and comply with the terms of the restrictive covenants that apply to the Land herein sold a copy of which is annexed to the Vendors Statement as a Memorandum of Common Provisions ("MCP").

24.2 The Purchaser acknowledges that the Vendor reserves the right to release, vary, add to or modify the MCP in relation to other Lots sold by the Vendor and other Lots owned by the Vendor own including other land in the proposed Plan or any further stages of the Wharparilla Drive Estate.

24.3 The Purchaser acknowledges that the use of the Land is subject to the restrictions contained in the MCP and the Vendor will prior to settlement register the MCP at Land Use Victoria and provide a copy of the registered MCP to the Purchaser prior to settlement.

24.4 The Vendor shall be entitled to make any alterations to the MCP prior to the MCP being registered at Land Use Victoria.

24.5 The Purchaser buys subject to the MCP which is to burden the Lot transferred to the Purchaser. The Transfer of Land must incorporate by reference to the registered MCP dealing number.

24.6 The Purchaser must not make any claim, objection, requisition or seek to delay settlement in relation to the MCP.

24.7 This Special Condition will not merge at settlement.

25. **New South Wales Crown Licence for Retaining Wall**

25.1 The Vendor discloses:

(a) that the retaining wall at the river end of the lot sold is on New South Wales Crown Land and subject to a New South Wales Crown Land Licence which is held by a third party not related to the Vendor;

(b) the retaining wall is not the property of the Vendor.

25.2 Upon transfer of the land to the Purchaser, the Purchaser may apply for its own Crown Land Licence for that strip of New South Wales Crown Land containing the retaining wall immediately between its property and the Murray River at its own expense.

25.3 The Purchaser acknowledges that Vendor has no involvement in the existing Crown Land Licence and shall not call upon the Vendor to be involved in any way in relation to any dealings to do with the abutting strip of New South Wales Crown Land, the retaining wall or the existing New South Wales Crown Land Licence held by the third party.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "***electronic signature*** "means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to –

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page**.**

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor –

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the

interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following –

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) apply to this contract, the vendor warrants that –

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* (Vic) and regulations made under the *Building Act 1993* (Vic).

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not –

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release,

statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

1.4 The vendor must ensure that at or before settlement, the purchaser receives –

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –

(a) that –

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.

11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay –

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same

meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if –

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if –

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

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

14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.6 Payment of the deposit may be made or tendered –

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of –

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition –

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement –

(a) the purchaser must pay the balance; and

(b) the vendor must –

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must –

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise –

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that –

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

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

18.7 The parties must do everything reasonably necessary to effect settlement –

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement –

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

(c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and

(d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In these general conditions –

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser –

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and,

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

(v) prepared in compliance with Australian Standard AS 4349.1-2007;

(vi) identifies a current defect in a structure on the land; and

the author states is a major defect.

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –

(a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (Tax Act) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must –

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite –

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –

(a) the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect

of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Tax Act because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must –

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite –

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –

(a) settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to –

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that –

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served –

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or

(d) by email.

27.4 Any document properly sent by –

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962* (Vic); and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and

keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must –

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given –

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if –

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:

A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.

B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.

C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.

D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor: **Wharparilla East Pty Ltd (ACN 630 942 620) as Trustee for the Millar Family Trust (East)**
ABN 12 839 501 845 of 132 Wharparilla Drive Echuca VIC 3564

Purchaser:

Guarantor:

IN WITNESS WHEREOF the said Guarantors have set their hands and seals

this day of 2026.

SIGNED SEALED AND DELIVERED by)
the said Guarantor in the presence of:)

.....

Witness

.....

Name (please print)

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.

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Section 32 Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included.

"Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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	**Lot on Proposed Plan of Subdivision PS909013A, Wharparilla Drive Estate Stage 1, Wharparilla Drive, Echuca VIC 3564**	
+ Vendor's name	WHARPARILLA EAST PTY LTD (ACN 630 942 620) as Trustee for the Millar Family Trust (East) ABN 12 839 501 845	**Date** 28 / 10 / 2026
+ Vendor's signature	F A Millar	
+ Purchaser's name		**Date** / /
+ Purchaser's signature		
+ Purchaser's name		**Date** / /
+ Purchaser's signature		

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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)		(1)	$	(1)	$
(2)		(2)	$	(2)	$
(3)		(3)	$	(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[1], which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.

The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

$

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):
Nil

1.3 **Terms Contract**

This section 1.3 only applies if this section 32 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.

[1] Other than any GST payable in accordance with the contract.

☐ Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

1.4 **Sale Subject to Mortgage**

This section 1.4 only applies if this section 32 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 Section 32 Statement".

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. 102
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 **Damage and Destruction**

This section 2.1 only applies if this section 32 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.

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3. LAND USE

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

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

☒ Is in the attached copies of title document/s.

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	
(b) Name of responsible authority	
(c) Zoning of the land	
(d) Name of planning overlay	

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:

4.2 **Agricultural Chemicals**

There are NO notices, property management plans, reports or orders in respect of the land issued by a government

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department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. BUILDING PERMITS

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

☐ Are contained in the attached certificate.

OR

☐ Are as follows:

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 owner's corporation.[2]

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.

[2] 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.

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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 ☒ Town Water supply ☒ Rural 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:

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

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) 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:

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 section 32 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 1000m²; (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:

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 section 32 statement but the checklist may be attached as a matter of convenience.)

13. ATTACHMENTS

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

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

(Attached is a Law Institute of Victoria published "Additional Section 32 Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

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).

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.

PLAN OF SUBDIVISION

EDITION 1

PS909013A

LOCATION OF LAND

PARISH: WHARPARILLA

PRE - EMPTIVE SECTION A (PART)

AND

TOWNSHIP: ECHUCA WEST

CROWN ALLOTMENTS 110, 110A, 110C, 111, 112 & 112A (PART)

TITLE REFERENCE: VOL. 10035 FOL. 353, VOL. 10035 FOL. 354
& VOL. 12081 FOL. 661

LAST PLAN REFERENCE: LOTS A & B ON PS304182X & PC377616S

POSTAL ADDRESS: 129 WHARPARILLA DRIVE, ECHUCA, VIC 3564
(at time of subdivision)

MGA CO-ORDINATES: E 294 855 ZONE: 55
(of approx. centre of land in plan) N 6 000 550 GDA 2020

COUNCIL NAME: CAMPASPE SHIRE COUNCIL

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1 RESERVE No. 1	CAMPASPE SHIRE COUNCIL PARKS VICTORIA

NOTATIONS

DEPTH LIMITATION: 15.24 METRES BELOW THE SURFACE
APPLIES TO CROWN ALLOTMENT 112A ONLY.

SURVEY: THIS PLAN IS BASED ON SURVEY.

STAGING: THIS IS NOT A STAGED PLAN OF SUBDIVISION.
PLANNING PERMIT No. PLN435/2021

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s).
WHARPARILLA PM 72, 73, 83 & 84 IN PROCLAIMED SURVEY AREA No.

NOTATIONS

WATERWAY NOTATION:
LOT A & 61-65 INCLUSIVE IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENSE TO USE.

OTHER PURPOSE OF THIS PLAN:-

(1) THE WHOLE OF THE DRAINAGE EASEMENT CREATED IN FAVOUR OF SHIRE OF CAMPASPE ON PC377616S AND SHOWN MARKED E-1 ON PC377616S IS TO BE REMOVED.

GROUNDS FOR REMOVAL:-
CONSENT OF BENEFITTING BODY PURSUANT TO SECTION 6(1)(k)(iii) OF THE SUBDIVISION ACT 1988.

(2) CREATION OF RESTRICTION - SEE SHEET 6

EASEMENT INFORMATION

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

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/ IN FAVOUR OF
E-1	DRAINAGE	SEE DIAG.	THIS PLAN	CAMPASPE SHIRE COUNCIL
E-2	PIPELINES OR ANCILLARY PURPOSES	2.50	THIS PLAN (SEC. 136 WATER ACT 1989)	COLIBAN REGION WATER CORPORATION
E-3	DRAINAGE	8	THIS PLAN	LOTS 61 - 65 INCLUSIVE & RESERVE No. 1
E-4	CARRIAGEWAY	SEE DIAG.	THIS PLAN	CAMPASPE SHIRE COUNCIL

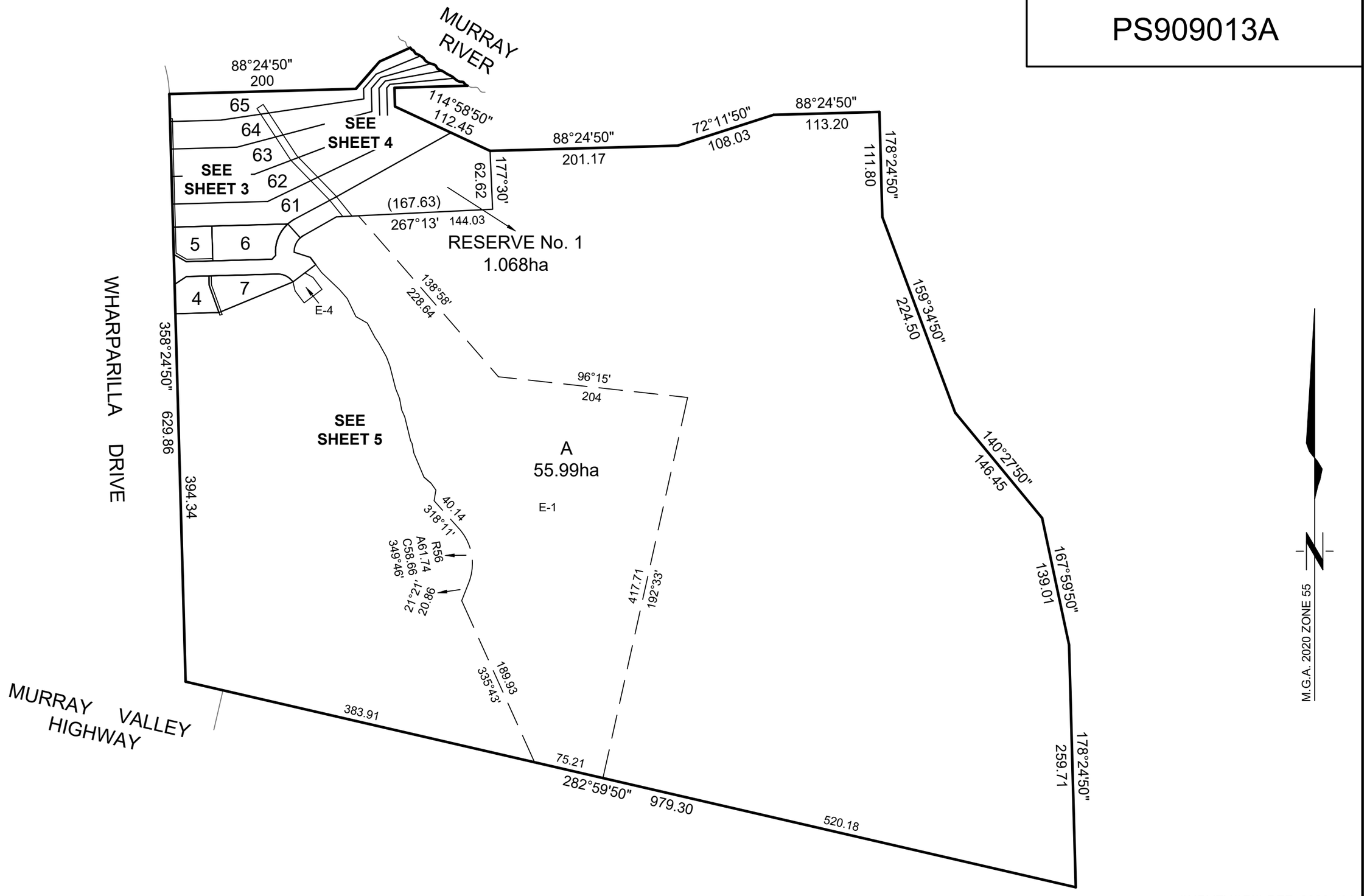
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SHEPPARTON VIC. 3630
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FAX: (03) 5822 4878
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SURVEYOR'S REF: 22091/01

ORIGINAL SHEET SIZE: A3

BRADLEY SANDERS / VERSION 2

PS909013A



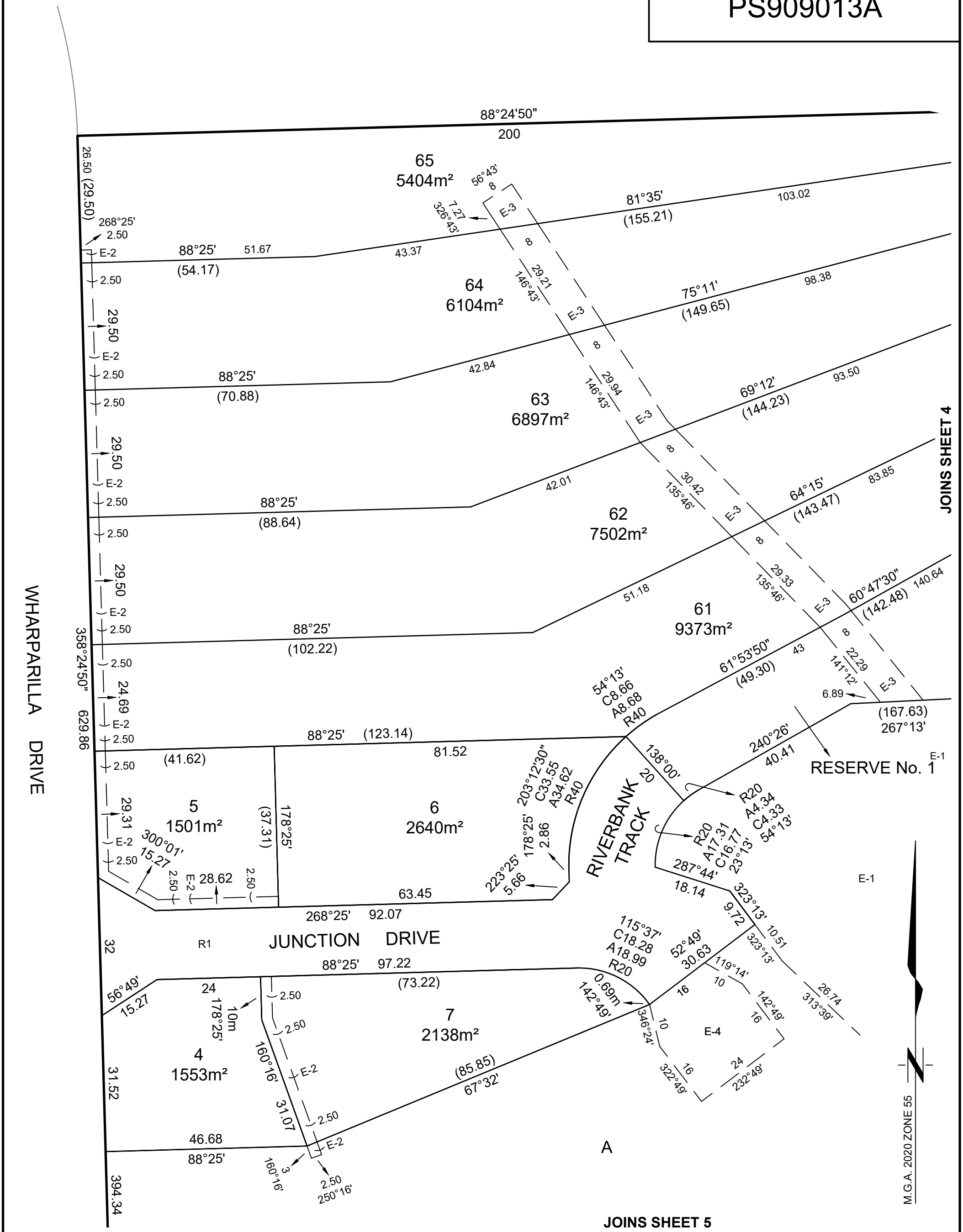
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SCALE 1 : 4000	40 20 0 40 80 120 160 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
BRADLEY SANDERS / VERSION 2			

PS909013A



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SCALE		ORIGINAL SHEET	SHEET 3
1 : 800	8 4 0 8 16 24 32 LENGTHS ARE IN METRES	SIZE: A3	
BRADLEY SANDERS / VERSION 2			

PS909013A

MURRAY RIVER

65°44'20"
36.07
67°40'
51.09
74°31'
55.61
79°52'
61.58
84°37'
69.09
78.36
268°24'50"
20.12
178°24'50"
66.26
114°58'50"
112.45
46.19
JOINS SHEET 2
177°30'
62.62
RESERVE No. 1
(167.63)
267°13'
144.03
A
138°58'
228.64
E-1
41°01'50"
38.78
41°02'
20.63
41°02'
15.47
41°02'
10.31
41°02'
5.16
88°24'50"
200
178°25'
11.04
81°35'
103.02
(155.21)
65
178°25'
24.75
64
178°25'
41.04
75°11'
93.38
(149.65)
178°25'
59.27
63
69°12'
93.50
(144.23)
62
64°15'
83.85
(143.47)
61
60°47'30"
140.64
(142.48)
JOINS SHEET 3
M.G.A. 2020 ZONE 55

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SCALE		ORIGINAL SHEET	SHEET 4
1 : 600	6 3 0 6 12 18 24 LENGTHS ARE IN METRES	SIZE: A3	
BRADLEY SANDERS / VERSION 2			

JOINS SHEET 3

PS909013A

323°13' 9.72
323°13' 10.51
313°39' 26.74
319°20' 12.50
334°18' 21.44
299°44' 14.11
332°00' 17.40
325°05' 6.84
330°58' 17.27
339°37' 10.80m
345°42' 24.72
338°11' 11.36
349°47' 12.52
335°57' 8.26
346°17' 26.27
331°37' 3.25
349°16' 10.36
337°16' 28.01
310°43' 10.03
324°38' 9m
9°32' 11.61m
318°11' 40.14

115°37' C18.28 A18.99 R20
52°49' 30.63
119°14' 10
142°49' 16
346°24' 10
322°49' 16
232°49' 24
142°49' 0.69m
16

E-4
E-1
A

M.G.A. 2020 ZONE 55

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SCALE 1 : 800	8 4 0 8 16 24 32 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 5
BRADLEY SANDERS / VERSION 2			

PS909013A

CREATION OF RESTRICTION

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

BENEFITED LAND: ALL LOTS ON THIS PLAN
BURDENED LAND: LOTS 6 & 61 TO 65 INCLUSIVE

DESCRIPTION OF RESTRICTION

1. THE BURDENED LAND SHALL NOT BUILD OR ALLOW TO BE BUILT ANY FENCING ON ANY LAND BELOW THE 1% AEP FLOOD LEVEL, OTHER THAN OPEN STYLE POST AND WIRE FENCING, UNLESS OTHERWISE APPROVED IN WRITING FROM NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY.

2. THE BURDENED LAND SHALL NOT ALLOW ANY FILLING OF LAND OR CONSTRUCTION OF BUILDINGS OR STRUCTURES ON LAND BELOW THE 1% AEP FLOOD LEVEL, UNLESS OTHERWISE APPROVED IN WRITING WITH THE RESPONSIBLE AUTHORITY AND NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY.

CREATION OF RESTRICTION

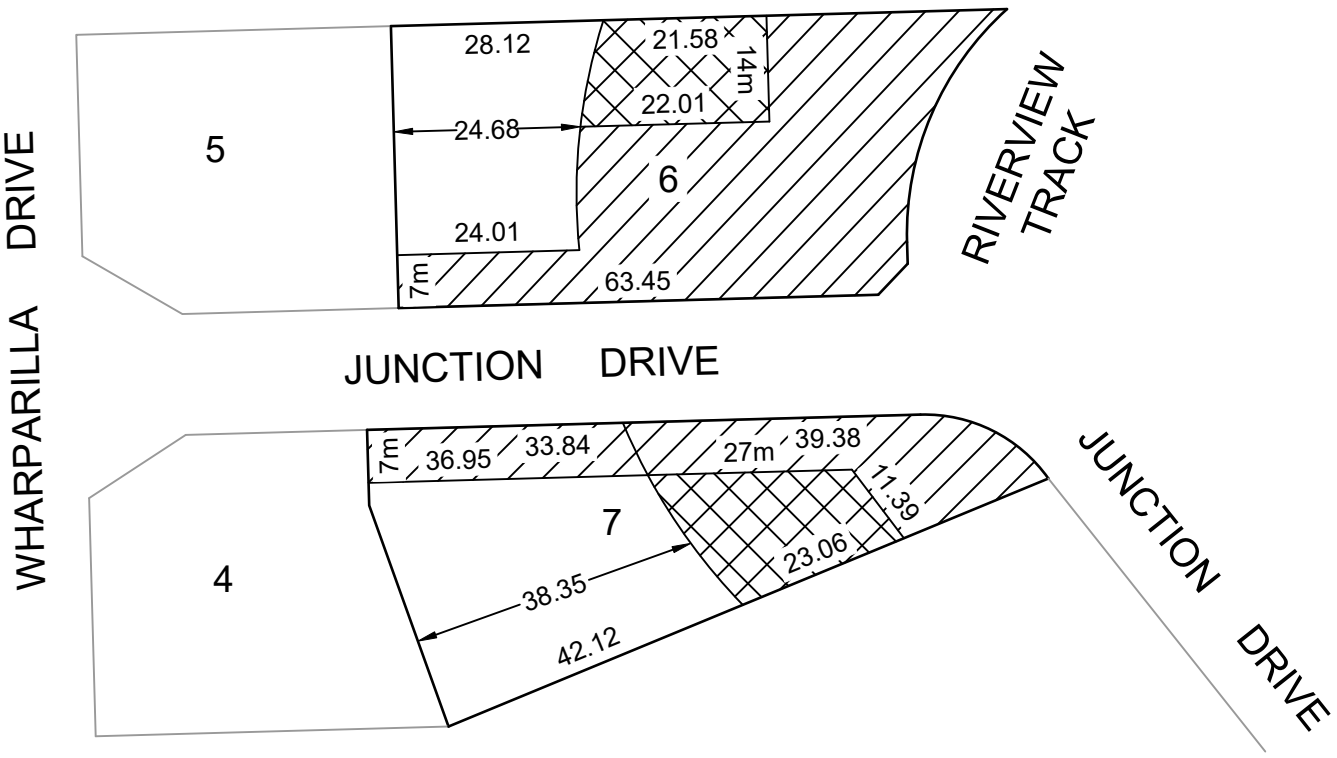
THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

BENEFITED LAND: ALL LOTS ON THIS PLAN
BURDENED LAND: LOTS 6 & 7

DESCRIPTION OF RESTRICTION

1. THE BURDENED LAND SHALL NOT BUILD OR ALLOW TO BE BUILT ANY DWELLING, OUTBUILDING OR SMALL SECOND DWELLING IN THE AREA SHOWN THUS.

2. THE BURDENED LAND SHALL NOT BUILD OR ALLOW TO BE BUILT ANY BUILDING OTHER THAN AN OUTBUILDING OR NON - HABITABLE BUILDING WITH A FLOOR AREA LESS THAN 100m2 IN THE THE AREA SHOWN THUS.



CREATION OF RESTRICTION

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

BENEFITED LAND: ALL LOTS ON THIS PLAN
BURDENED LAND: ALL LOTS ON THIS PLAN

DESCRIPTION OF RESTRICTION

1. THE BURDENED LAND SHALL NOT BUILD OR ALLOW TO BE BUILT ANY BUILDING WITHIN THE FRONT BUILDING SETBACK, BEING 10m FROM WHARPARILLA DRIVE AND 7m FROM JUNCTION DRIVE.

2. THE BURDENED LAND SHALL NOT ERECT OR ALLOW TO BE ERECTED ANY FENCING ANY FURTHER FORWARD THAN THE FRONT BUILDING SETBACK, OTHER THAN ALONG THE SOUTHERN BOUNDARY OF LOT 7, THAT MAY BE BUILT UP TO NO LESS THAN 20m FROM THE EASTERN FACING STREET FRONTAGE OF JUNCTION DRIVE.

3. THE BURDENED LAND SHALL NOT ERECT OR ALLOW TO BE ERECTED ANY SIDE OR REAR BOUNDARY FENCING ON THE LAND ABOVE THE 1% AEP FLOOD LEVEL, UNLESS IT IS SOLID STEEL SHEETING IN THE COLORBOND COLOUR "MONUMENT" WITH A HEIGHT OF 1.95m FROM NATURAL SURFACE LEVEL (INCLUDING THE PLINTH) WITH THE PANEL CLOSEST TO THE STREET HAVING A TAPER DOWN TO A HEIGHT OF 1.2m FROM NATURAL SURFACE LEVEL.

SURVEYOR'S REF: 22091/01

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		ORIGINAL SHEET SIZE: A3	SHEET 6
BRADLEY SANDERS / VERSION 2			

Memorandum of common provisions

The registered proprietor of the burdened land ("the land") or any part or parts thereof shall:

1. not erect or re-erect or allow to be erected or re-erected on the land any building or part of a building which has previously been erected in another location;
2. not erect or cause or suffer to be erected on the land any building other than one dwelling house with outbuilding or garage in accordance with clauses 3 or 4 hereof respectively and such dwelling house shall;
    2.1. not be erected without a garage being erected in conjunction with the construction of the dwelling house and in accordance with clause 4 hereof; and
    2.2. not have a floor area of less than 200 square metres within the outer walls thereof, calculated by excluding the area of all eaves, pergolas, verandahs and garages; and
    2.3. not be constructed of external wall cladding material of unfinished fibro cement sheeting or timber weatherboards which do not have a painted or rendered finish or any reflective material; provided that the transferee will not be prevented from using light weight approved and certified systems such as Hebel aerated concrete or exsulite polystyrene systems as an external wall cladding material unless such cladding would be considered by the Victorian Building Authority or any successor thereof to be combustible cladding and provided that the base sheets have a coated and painted finish not less than 5 millimetre in thickness; and
    2.4. not be roofed with any material other than non-reflective colorbond steel sheeting, concrete tiles, slate tiles or terracotta tiles; and
    2.5. not be used as other than a private residence; and
    2.6. not have any of the following items visible from the front boundary:
        2.6.1. air conditioners and/or evaporative coolers; and
        2.6.2. water systems; and
        2.6.3. rainwater tanks; and
        2.6.4. any clothesline or clothes hoist; and
        2.6.5. external antennae, aerials or satellite dishes; and
        2.6.6. hot water tanks; and
        2.6.7. refuse bins; and
        2.6.8. external waste plumbing (but not including down pipes and guttering);
3. not erect or cause or suffer to be erected on the land any outbuilding (other than a garage) which:
    3.1. is erected prior to the erection of the dwelling house; and
    3.2. has a floor area of more than 100 square metres or a wall height of more than 4.2 metres or a total height of more than 5.4 metres; and
    3.3. is constructed of material other than brick, stone or non-reflective colorbond steel sheeting (unless that outbuilding has a floor area of 10 square metres or less) to match or compliment the dwelling; and
    3.4. if constructed of non-reflective colorbond steel sheeting such sheeting must be of one single colour (including doors) of "colorbond monument" or manufacturer's equivalent; and
    3.5. is not fully enclosed; and
    3.6. is additional to any outbuilding already erected on the land which has a floor area of more than 10 square metres.
4. not erect or cause or suffer to be erected on the land any garage which:

DRAFT MCP

4.1. is not erected in conjunction with the erection of the dwelling house; and

4.2. is not fully enclosed; and

4.3. is not constructed of the same materials used in the construction of the dwelling house erected on the land; and

4.4. is additional to any garage already erected on the land; and

4.5. is wider than the width necessary to accommodate three (3) motor vehicles side by side.

5. not use or cause or suffer to be used on the land any outbuilding, mobile home, caravan, tent or other moveable accommodation for living or residential accommodation purposes;

6. not cause or allow to be placed on the land any shipping container.

7. not use or cause or suffer the land to be used for any of the following purposes:

7.1. recreational motor-cycling or similar vehicles; and

7.2. commercial or business activity and the installation on the land of any plant or material connected with a commercial or business activity; and

7.3. displaying of goods for hire or sale.

8. not allow any plant, machinery, recreational or commercial vehicle, caravan, boat, trailer, commercial trailer or car trailer to be left or parked on the roadway, or nature strip adjoining the land or on the land unless it is stored in a garage or outbuilding and not visible from the street.

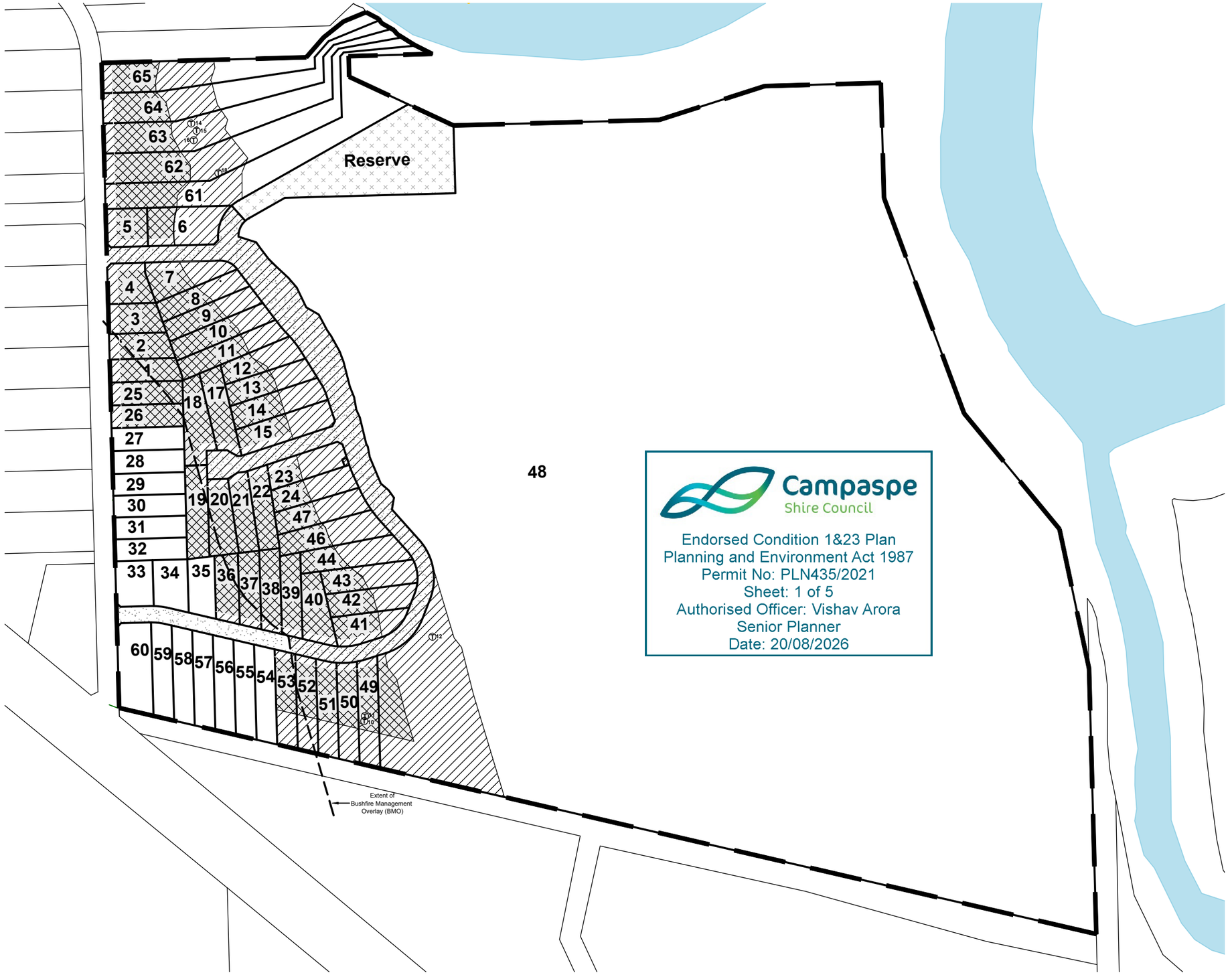
9. not subdivide or allow to be subdivided, the land or any building erected or to be erected on the land.

10. not remove or lop any trees or plantations established by the transferor; and

11. not allow the land and any structure thereon to become a fire hazard or be used for any purpose which in the opinion of the transferor may have a detrimental effect on the amenity of the neighbourhood.

PROVIDED always that Wharparilla East Pty Ltd reserves the right to release, vary, add to or modify these covenants in relation to the other land in the Plan of Subdivision.

DRAFT MCP



Legend:

- Subject Site
- Lot Boundaries
- Defendable Space
- Building Envelope
- Public Reserve
- Road Reserve
- Trees to be retained within defendable space (T)

Campaspe Shire Council

Endorsed Condition 1&23 Plan
Planning and Environment Act 1987
Permit No: PLN435/2021
Sheet: 1 of 5
Authorised Officer: Vishav Arora
Senior Planner
Date: 20/08/2026

ISO 9001 Quality management system
ISO 14001 Environmental management system
ISO 45001 OH&S management system

2	Remove outbuilding envelope	05/06/26	
	Remove restrictions on lots outside BMO		
REVISION		DATE	ZONE

0 20 40 80m

Scale 1:4000 @A3

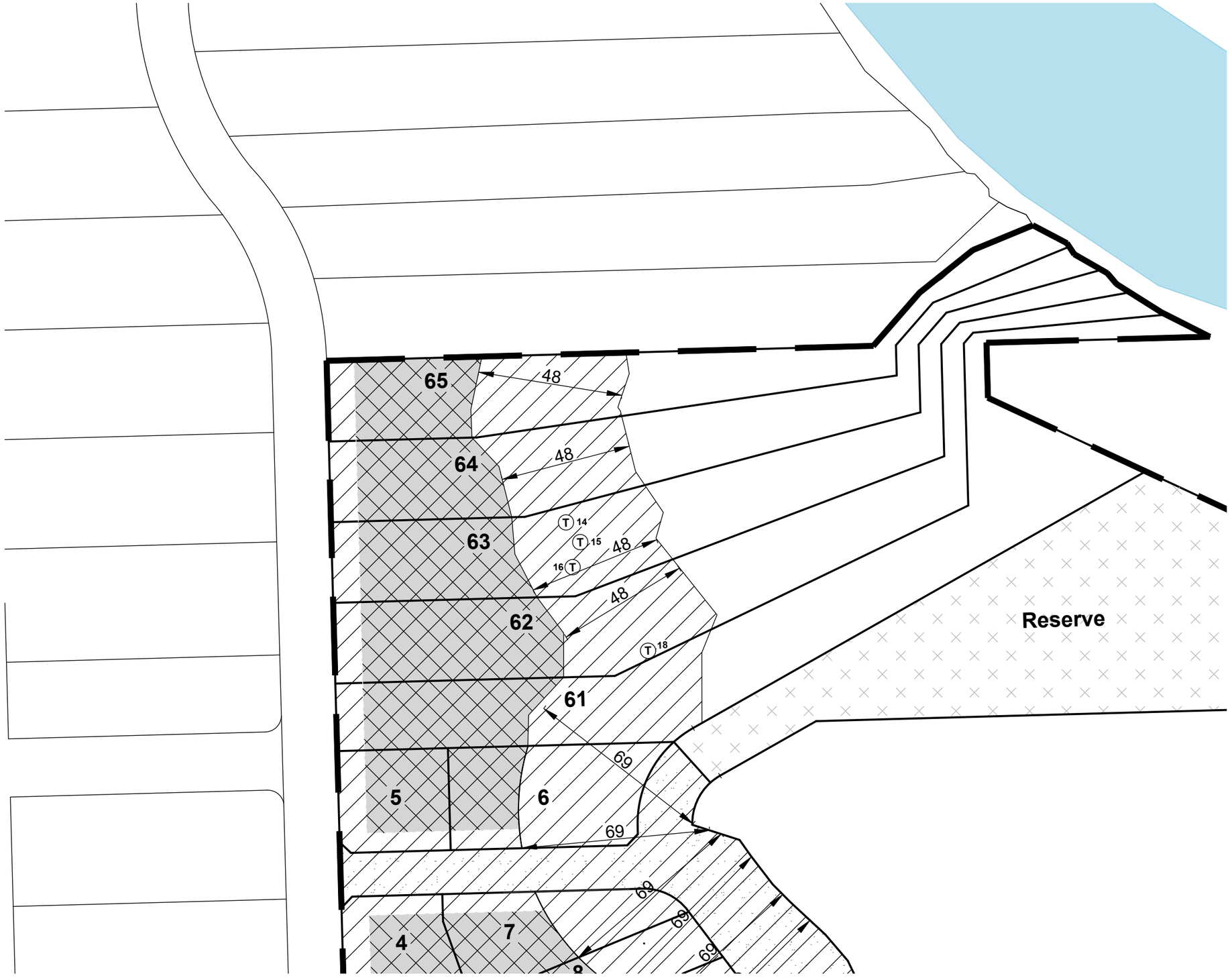
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LEVEL 1 / 135 FRYERS STREET, SHEPPARTON, VIC. 3630
PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au

Designed
Drawn Sakshi Belchada June 2026
Checked Duncan Lowis June 2026
Approved

Wharparilla East P/L.
"Wharparilla Drive" Estate
129 Wharparilla Drive
Echuca
Bushfire Management Plan
Overall
Drawing No. 18170/06 **Rev. 2**
Sheet No. 1 of 5 1817006r2

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Legend:

- Subject Site
- Lot Boundaries
- Defendable Space
- Building Envelope
- Public Reserve
- Road Reserve
- Trees to be retained within defendable space (T)

Campaspe Shire Council

Endorsed Condition 1&23 Plan
Planning and Environment Act 1987
Permit No: PLN435/2021
Sheet: 2 of 5
Authorised Officer: Vishav Arora
Senior Planner
Date: 20/08/2026

ISO 9001 Quality management system
ISO 14001 Environmental management system
ISO 45001 OH&S management system

2	Remove outbuilding envelope	05/06/26	
	Remove restrictions on lots outside BMO		
REVISION		DATE	ZONE

0 7.5 15 30m

Scale 1:1500 @A3

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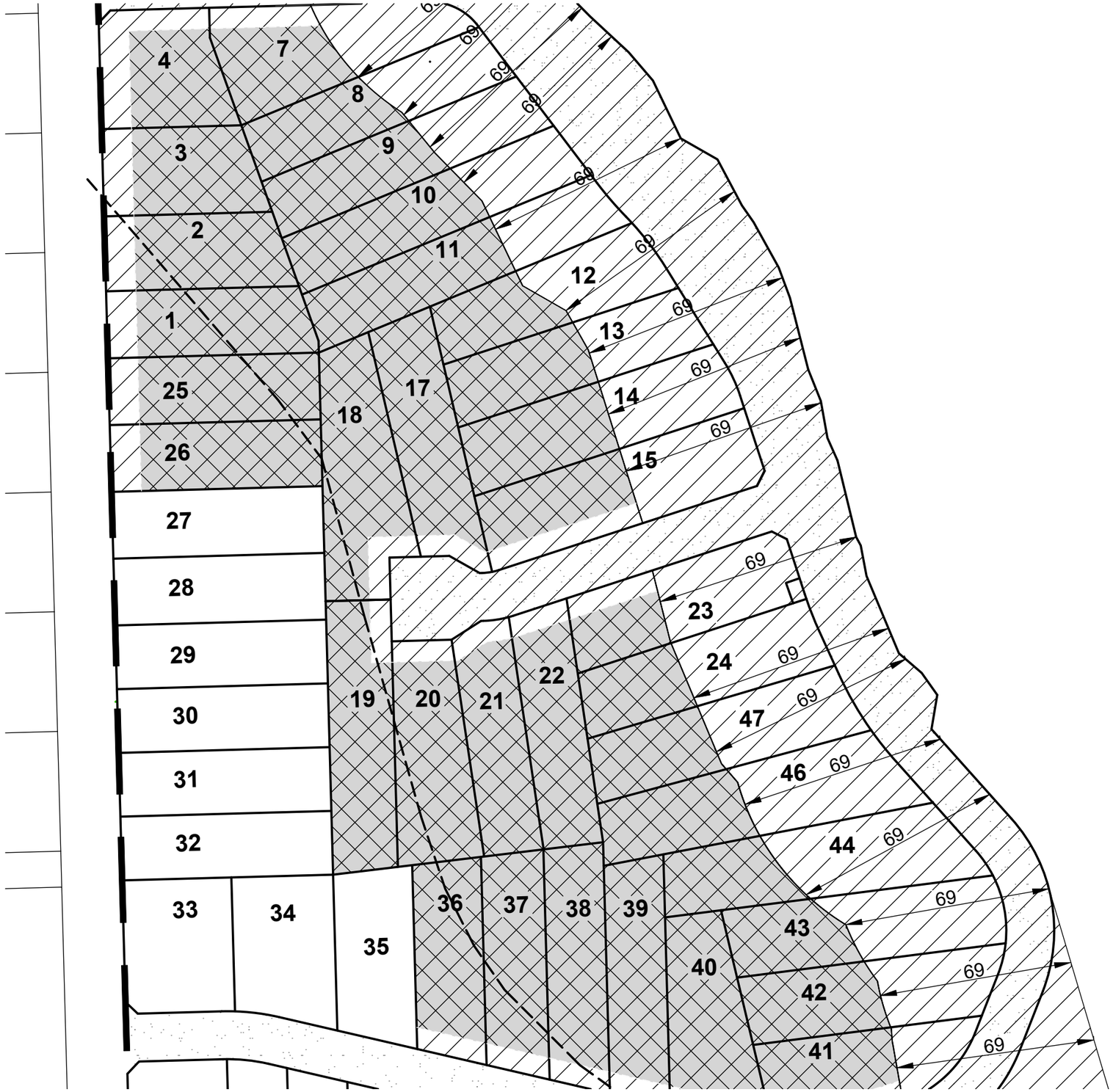
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LEVEL 1 / 135 FRYERS STREET, SHEPPARTON, VIC. 3630
PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au

Designed
Drawn Sakshi Belchada June 2026
Checked Duncan Lowis June 2026
Approved

Wharparilla East P/L.
"Wharparilla Drive" Estate
129 Wharparilla Drive
Echuca
Bushfire Management Plan
Enlargement A
Drawing No. 18170/06 **Rev. 2**
Sheet No. 2 of 5 1817006r2

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A3



Legend:

- Subject Site
- Lot Boundaries
- Defendable Space
- Building Envelope
- Public Reserve
- Road Reserve
- Trees to be retained within defendable space (T)

Campaspe Shire Council

Endorsed Condition 1&23 Plan
Planning and Environment Act 1987
Permit No: PLN435/2021
Sheet: 3 of 5
Authorised Officer: Vishav Arora
Senior Planner
Date: 20/08/2026

2	Remove outbuilding envelope	05/06/26	
	Remove restrictions on lots outside BMO		
REVISION		DATE	ZONE

0 7.5 15 30m

Scale 1:1500 @A3

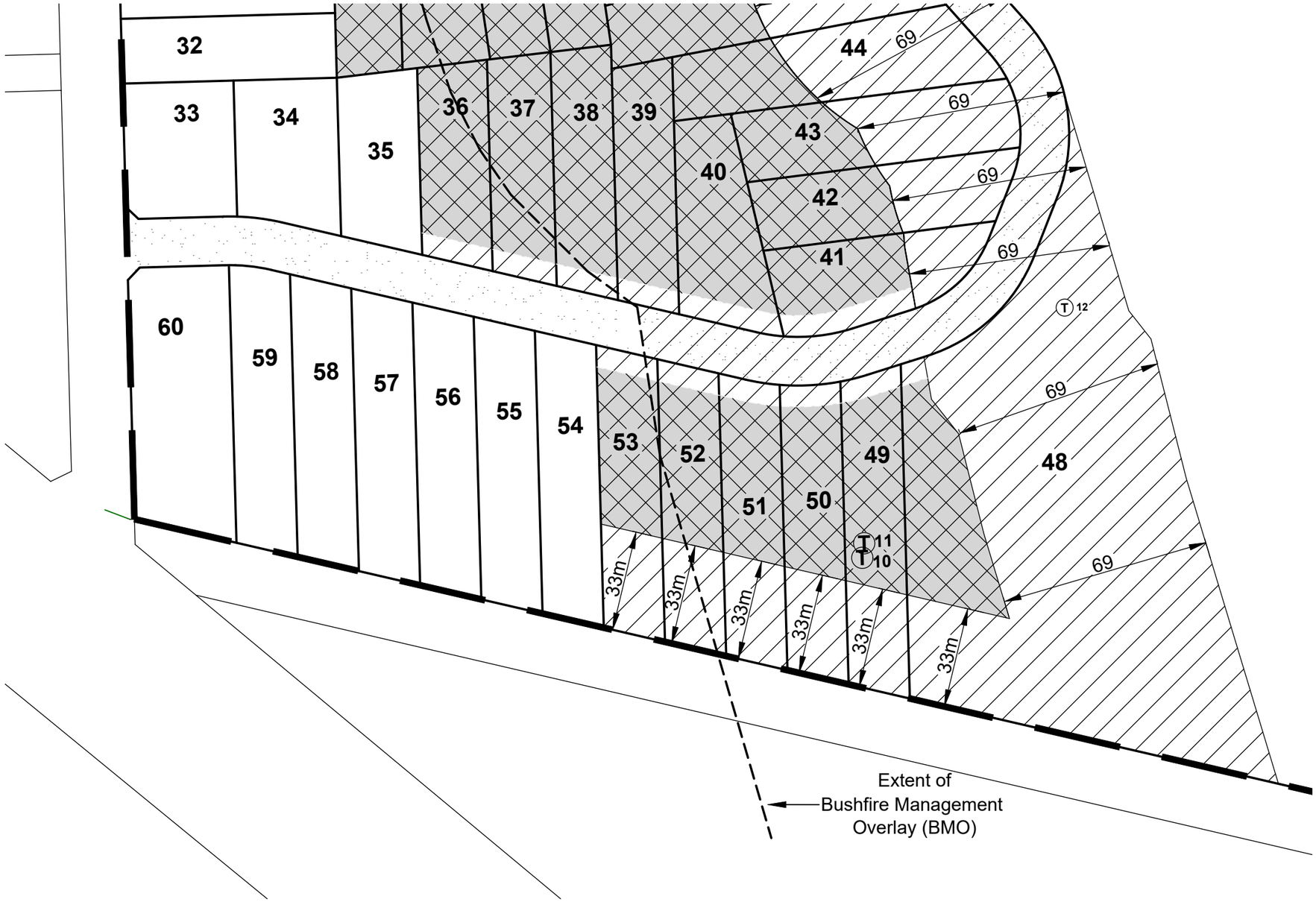
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Designed		
Drawn	Sakshi Belchada	June 2026
Checked	Duncan Lowis	June 2026
Approved		

Wharparilla East P/L.
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129 Wharparilla Drive
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Bushfire Management Plan
Enlargement B
Drawing No. 18170/06 **Rev. 2**
Sheet No. 3 of 5 1817006r2

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Legend:

- Subject Site
- Lot Boundaries
- Defendable Space
- Building Envelope
- Public Reserve
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- Trees to be retained within defendable space (T)

Campaspe Shire Council

Endorsed Condition 1&23 Plan
Planning and Environment Act 1987
Permit No: PLN435/2021
Sheet: 4 of 5
Authorised Officer: Vishav Arora
Senior Planner
Date: 20/08/2026

ISO 9001 Quality Management System
ISO 14001 Environmental Management System
ISO 45001 OH&S Management System

	REVISION	DATE	ZONE
2	Remove outbuilding envelope	05/06/26	
	Remove restrictions on lots outside BMO		

0 7.5 15 30m

Scale 1:1500 @A3

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Wharparilla East P/L.
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Echuca
Bushfire Management Plan
Enlargement C
Drawing No. 18170/06 **Rev. 2**
Sheet No. 4 of 5 1817006r2

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Bushfire Management Plan

Wharparilla South-East Subdivision Stages 1-4
Management requirements

Campaspe Shire Council

Endorsed Condition 1&23 Plan
Planning and Environment Act 1987
Permit No: PLN435/2021
Sheet: 5 of 5
Authorised Officer: Vishav Arora
Senior Planner
Date: 20/08/2026

Construction

Structures within Lots 1 – 65 will have a minimum Bushfire Attack Level of BAL – 12.5 that the buildings will be designed and constructed to in accordance with the Building Code of Australia.

Building envelopes displayed in pages 1-4 of this plan are restricted to within the General Residential Zone, influenced by the requirements of the Development Plan Overlay – Schedule 5, and restricted by a 1% Probability Flood Line calculated for the site. Regardless of these factors, the minimum required distance for BAL-12.5 (69m for 5-10° downslope Forest, 48m for Flat/Upslope Forest, 33m for Woodland and 19m for Grassland) are/will be maintained for all proposed lots.

Outbuildings that are positioned greater than 10 metres from the dwelling are not subject to BAL requirements under the Building Code of Australia.

Classified vegetation

- Forest
- Woodland
- Grassland

Defendable space management standards:

Defendable space [within the area marked on pages 1-4 of this plan] where vegetation (and other flammable materials) will be modified and managed in accordance with the following requirements:

- Grass must be short cropped and maintained during the declared fire danger period.
- All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period.
- Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building.
- Plants greater than 10 centimetres in height must not be placed within 3m of a window or glass feature of the building.
- Shrubs must not be located under the canopy of trees.
- Individual and clumps of shrubs must not exceed 5 sq. metres in area and must be separated by at least 5 metres.
- Trees must not overhang or touch any elements of the building.
- Canopy of trees must be separated by at least 5 metres, with the exception of trees 10, 11, 12, 14, 15, 16 and 18 (as shown on pages 1-4 of this plan).
- There must be a clearance of at least 2 metres between the lowest tree branches and ground level.

Water supply for firefighting purposes

10,000L of effective water supply for firefighting purposes will be provided in BMO affected lots - being Lots 1-26 inclusive, 36-53 inclusive (as shown on pages 1-4), and will meet the following requirements:

- Is stored in an above ground water tank constructed of concrete or metal.
- All fixed above-ground water pipes and fittings required for firefighting purposes must be made of corrosive resistant metal.
- Include a separate outlet for occupant use.
- Incorporate a ball or gate valve (British Standard Pipe (BSP) 65mm and coupling (65 mm Storz fitting) with an end cap.
- The outlet of the water tank will be within 4m of the accessway and be unobstructed.
- Be located within 60m of the outer edge of the approved building.
- Be readily identifiable from the building or appropriate identification signage to the satisfaction of the CFA must be provided.
- Any pipework and fittings will be a minimum of 65mm (excluding the CFA coupling).

Access designed to accommodate CFA access

All BMO affected lots - being Lots 1-26 inclusive, 36-53 inclusive (as shown on pages 1-4) - must provide access that meets the following requirements:

- All-weather construction.
- A load limit of at least 15 tonnes.
- Curves will have a minimum inner radius of 10m.
- The average grade will be no more than 1 in 7 (14.4 per cent) (8.1 degrees) with a maximum of no more than 1 in 5 (20 per cent) (11.3 degrees) for no more than 50m.
- Have a minimum trafficable width of 3.5m.
- Be clear of encroachments for at least 0.5m on each side and 4m above the accessway.
- Dips will have no more than a 1 in 8 (12.5 per cent) (7.1 degrees) entry and exit angle.
- Access shall be provided to not more than 4m from the water supply outlet.

Ongoing Bushfire Mitigation Measures

The bushfire mitigation measures detailed on this plan, including those relating to construction standards, defendable space, water supply and access, must be maintained to the satisfaction of the responsible authority in perpetuity.

ISO 9001 Quality management system
ISO 14001 Environmental management system
ISO 45001 OH&S management system

2	Remove outbuilding envelope	05/06/26	
	Remove restrictions on lots outside BMO		
REVISION		DATE	ZONE

0 7.5 15 30m

Scale 1:1500 @A3

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Drawing No. 18170/06 **Rev. 2**
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A3

6 July 2026

Cnr Hare & Heygarth Streets
Echuca VIC 3564

PO Box 35
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E: shire@campaspe.vic.gov.au
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ABN 23 604 881 620

Chris Smith & Associates Pty Ltd
Level 1/135 Fryers Street
SHEPPARTON VIC 3630

Dear Applicant

Re: Planning Permit – Amendment

Application No.:	**PLN435/2021.A**
Proposal:	**Multi-lot Subdivision in the General Residential Zone, Low Density Residential Zone Urban Floodway Zone, Bushfire Management Overlay, Development Plan Overlay Schedule 5 and Environmental Significance Overlay Schedule 1, Floodway Overlay and Land Subject to Inundation Overlay and Removal of Native Vegetation pursuant to Clause 52.17 and creation of Access to a Transport Road 2 pursuant to Clause 52.29**
Location:	**Wharparilla Drive ECHUCA VIC 3564**

I refer to your recent request for approval of an amendment to the above planning permit.

Pursuant to Section 71 of the *Planning and Environment* Act *1987* Planning Permit No. PLN435/2021.A has been amended.

Please find attached your copy of the amended permit, which now replaces the original permit.

If you have any further queries, please contact the Planning Department on 1300 666 535 or by email at shire@campaspe.vic.gov.au.

Yours faithfully

Vishav Arora
VISHAV ARORA
SENIOR PLANNER

FORM 4

Sections 63, 64, 64A & 86

PLANNING PERMIT

Permit No: **PLN435/2021.A (Amended)**
Planning Scheme: **Campaspe Planning Scheme**
Responsible Authority: **Campaspe Shire Council**
Prop No.: **24632**

ADDRESS OF THE LAND

Land Title:	Lot A PS 304182X Volume 10035 Folio 353, Volume 12081 Folio 661, and Volume 10035 Folio 354
Land Address:	Wharparilla Drive ECHUCA VIC 3564

THE PERMIT ALLOWS

Multi-lot Subdivision in the General Residential Zone, Low Density Residential Zone Urban Floodway Zone, Bushfire Management Overlay, Development Plan Overlay Schedule 5 and Environmental Significance Overlay Schedule 1, Floodway Overlay and Land Subject to Inundation Overlay and Removal of Native Vegetation pursuant to Clause 52.17 and creation of Access to a Transport Road 2 pursuant to Clause 52.29

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT

Conditions 1 – 29 (Inclusive)

1. Amended plans

Prior to the first stage of the subdivision, hereby approved, being certified, an amended Bushfire Management Plan is to be submitted in accordance with Condition 23 of this planning permit. The Amended Bushfire Management Plan must be generally in accordance with the *Bushfire Management Plan Overall Drawing No. 18170/06 Rev.1* submitted with the application.

2. Layout not altered

Layout of the site and the size of the proposed subdivision and works, as shown on endorsed plans must not be altered or modified (whether or not to comply with any statute, statutory rule or regulations or local law or for any other reason), without written consent of the Responsible Authority.

3. Staging

The subdivision must proceed in the order of stages as shown on the endorsed plan unless otherwise agreed to in writing by the Responsible Authority.

4. Landscape Maintenance

Prior to certification under the *Subdivision Act* 1988 for each stage, a Street Tree / Landscape Plan must be submitted to and approved by the responsible authority. The Landscape Plan must be generally in accordance with the *Landscape Plan Guide* and must show street trees within the road reserve (as appropriate).

Date Issued: 18 March 2022

Signature for the Responsible Authority: *Amanda Ellis*

AMANDA ELLIS
PLANNING COORDINATOR

Document Set ID: 4133270
Version: 3, Version Date: 06/07/2026

FORM 4

Sections 63, 64, 64A & 86

PLANNING PERMIT

Permit No: PLN435/2021.A (Amended)
Planning Scheme: Campaspe Planning Scheme
Responsible Authority: Campaspe Shire Council
Prop No.: 24632

Before the issue of a statement of compliance for each stage, or by such later date as approved in writing by the Responsible Authority, the street trees and landscaping must be carried out and completed to the satisfaction of the Responsible Authority.

The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority at the cost of the developer, including the replacement of any dead, diseased or damaged plants in accordance with the requirements of the Infrastructure Design Manual.

5. Restrictions

Fencing

Prior to certification of the plan of subdivision under the Subdivision Act 1988 for each stage containing lots in the General Residential Zone, the submitted plan must include a suitable restriction (not including a Section 173 Agreement) to achieve an open streetscape and visual amenity for the neighbourhood with fencing of a consistent theme, including:

a) Lots not to be fenced forward of the front building setback on any street-facing frontage, unless with the exception below.

b) Notwithstanding the above, for lots 7-15, 23, 24 and 41-45, 46 & 47 the side boundary fence must not be built closer than 20 metres from the eastern-facing street frontage of Junction Drive.

c) Boundary fencing along any side and rear boundaries of lots – unless with exception below – is to be solid steel sheeting in the Colorbond colour “Monument”, with a height of 1.95 metres (including plinth) with the panel closest to the street having a taper down to a height of 1.2 metres.

d) Rear Boundary fences on lots 49-60 (that are visible to the Murray Valley Highway) must not be built of any material other than solid steel sheeting in the Colorbond colour “Monument” and be of the Lysaght “Customscreen” corrugated profile or similar at a height of 1.6 metres.

e) Fencing on land (being land within lots 48 & 61-65) below the 1% AEP flood level must be open style fencing, i.e. post and wire or post and rail fencing.

Outbuilding setback

Prior to certification of the plan of subdivision is certified under the Subdivision Act 1988 for each stage containing lots in the General Residential Zone, the submitted plan must include a suitable restriction (not including a Section 173 Agreement) including:

For all allotments the restriction must provide that:

a) No dwelling, outbuildings or small second dwelling must be constructed on any allotment that is outside the Building Setback line, as shown on the attached Plan.

b) Notwithstanding the above, for lots 6-15, 23, 24 and 42-44, 46-47 outbuildings and structures not used for accommodation may be constructed on the allotment up to the Outbuilding Setback line and must not have a floor area of 100 square metres or greater.

6. Parks Victoria

Prior to the vesting of approx. 1.08ha of land being vested to Parks Victoria:

Date Issued: 18 March 2022

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FORM 4

Sections 63, 64, 64A & 86

PLANNING PERMIT

Permit No: PLN435/2021.A (Amended)
Planning Scheme: Campaspe Planning Scheme
Responsible Authority: Campaspe Shire Council
Prop No.: 24632

a) The developer must construct a track within the "Reserve" to the boat ramp to the satisfaction of Parks Victoria. All costs associated with the construction of the track must be borne by the applicant/developer including vegetation removal and offset requirements,

b) costs associated with the development and approval of a Cultural Heritage Management Plan and the construction of the track.

c) The boundary of the Reserve must be barricaded with bollards or fenced to prevent vehicle access beyond the reserve to the satisfaction of Parks Victoria. All costs associated with the works must be borne by the applicant/developer.

d) • The boundary of proposed lots 61, 62, 63, 64, 65 and 48 adjoining the Murray River Reserve must be fenced to the satisfaction of Parks Victoria to prevent access to the Crown Land. All costs associated with the construction and maintenance of the fence must be borne by the developer.

e) • The developer/applicant must transfer the land in a condition suitable for the purpose of public parkland. All remedial works are required to be completed to the satisfaction of Parks Victoria and all costs are to be borne by the developer/applicant prior to the vesting of the land to Parks Victoria.

f) • All costs associated with the land transfer are to be borne by the developer/applicant.

Prior to the vesting of the land, the developer/applicant should contact Parks Victoria Area Chief Ranger, Leeza Wishart to confirm the above requirements have been met.

Native Title Act 1993

g) Parks Victoria must ensure compliance with the Native Title Act 1993 (Cwlth) (NTA) when considering the use of Crown land. If the proposal is valid under the NTA, Parks Victoria must notify the native title claimants.

h) At least six weeks prior to commencement of works please contact Justin Fiddes at Parks Victoria on Ph 8427 2455 or via email justin.fiddes@parks.vic.gov.au to ensure there are no requirements under the NTA.

i) The applicant must request that Parks Victoria engages with the relevant RAP group prior to any land transfer recommendation is made to Parks Victoria's Board.

Aboriginal Heritage Act 2006

j) The proponent must meet all obligations under the Aboriginal Heritage Act 2006. This may include an approved Cultural Heritage Management Plan (CHMP) or Cultural Heritage Permit (CHP), or any other obligations under this Act. This relates to the land to be vested to Parks Victoria and proposed track to be constructed to allow public access to the public boat ramp on Crown Land.

7. Agreement under Section 173 of the Planning and Environment Act 1987

Prior to the issue of a Statement of Compliance under the *Subdivision Act* 1988, the owner of the land must enter into an agreement with the responsible authority, pursuant to Section 173 of the *Planning and Environment Act 1987.*

For affected allotments as shown on the BMP prepared by Chris Smith & Associates, drawing No.18170/06, revision 1, dated February 2026, or as amended, the agreement must provide that:

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Signature for the Responsible Authority: *Amanda Ellis*

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PLANNING PERMIT

Permit No: PLN435/2021.A (Amended)
Planning Scheme: Campaspe Planning Scheme
Responsible Authority: Campaspe Shire Council
Prop No.: 24632

a) In relation to the Bushfire Management Overlay the agreement has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-2 of the Campaspe Planning Scheme; and
   I. Incorporate the plan prepared in accordance with Clause 53.02-4. of this planning scheme and approved under this permit;
   II. if a dwelling is constructed on the land without a planning permit that the bushfire protection measures set out in the plan incorporated into the agreement must be implemented and maintained to the satisfaction of the responsible authority on a continuing basis.
b) Native vegetation on lots 48, 49, 57, 58, 59, 60, 61, 62, 63, and 64 are to be retained unless with the consent of the Responsible Authority.

The Section 173 agreement is to be prepared by the Responsible Authority. The Responsible Authority will undertake to have the agreement prepared upon receiving a written request from the owner. All costs associated with the preparation, execution and registration of the agreement must be borne by the applicant / owner and paid prior to the execution and registration of the agreement.

8. Construction Phase

a) Soil erosion control measures must be employed throughout the construction stage of the development to the satisfaction of the Responsible Authority.
b) Before the development starts, a construction management plan shall be submitted to and approved by the Responsible Authority. The plan must outline how issues such as mud on roads, dust generation and erosion and sediment control will be managed, on site, during the construction phase.
c) Details of a contact person/site manger must also be provided, so that this person can be easily contacted should any issues arise.
d) Management measures are to be in accordance with EPA guidelines for Environment Management, “Doing It Right On Subdivisions” Publication 960, September 2004.

9. Traffic Impact Assessment Report works

Before the Statement of Compliance is issued under the Subdivision Act 1988, the applicant or owner must construct any traffic management works identified in the Traffic Impact Assessment Report by TTM Consulting dated 24 April 2019 (or as amended) and in accordance with the requirements of Regional Roads Victoria (RRV) for each stage to the satisfaction of Council. The cost of such works shall be fully met by the applicant.

10. Rural Vehicle Crossings

Prior to statement of compliance vehicular crossings shall be constructed in accordance with the endorsed plans to the satisfaction of the Responsible Authority, and shall comply with the following:

a) To be constructed at a location and of a size and standard satisfactory to the Responsible Authority. The vehicle crossing(s) must be constructed at the applicant’s expense to provide ingress and egress to the site to the satisfaction of the Responsible Authority.
b) The culvert within the crossover must be no less than 4.9 metres in length and include a pipe of a diameter suitable to accommodate the actual volume/flow (having a minimum diameter of

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Prop No.: 24632

300 mm). Vehicle crossings shall be installed with trafficable end walls (where appropriate, refer VicRoads standard drawing SD 1991) or in accordance with IDM standard drawing SD 255 or SD 260 (as appropriate). The final location of the crossing is to be approved by the responsible authority.

c) All bridges and crossings shall be designed to carry a vehicle weighing at least 15 tonnes.

11. Drainage Discharge Plan

Before the plan of subdivision is certified under the Subdivision Act 1988, a properly prepared drainage discharge plan with computations to the satisfaction of the responsible authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions) must be provided. The information submitted must show the details listed in the council's Infrastructure Design Manual and the Stormwater Management Plan Rev-D dated 7 March 2016) be designed in accordance with the requirements of that manual and approved storm water management plan:

The information and plan must include:

a) Details of how the works on the land are to be drained and/or retarded.

b) Computations including

   i) total energy line and hydraulic grade line for the existing and proposed drainage as directed by Responsible Authority

   ii) computations demonstrating how sedimentation ponds perform (i.e. inflows versus evaporation & seepage and likely volumes to be dispersed across adjoining land) for up to the 20% AEP event and rainfall over a year of 20% AEP rainfall including compliance with Section 20.3.7 of the Infrastructure Design Manual.

   iii) The flow for a 1% AEP pre and post development event including depths and extents when dispersed over the receiving land.

   iv) The spread of overland flows shall not disperse beyond the boundaries of proposed Lot 48 in a 1% AEP event without provision of a properly constructed outfall to the Murray River.

c) Independent drainage for each lot

d) Underground pipe drains conveying storm water to the legal point of discharge for each allotment.

e) Measures to enhance storm water discharge quality from the site and protect downstream waterways Including the expected discharge quality emanating from the development (output from MUSIC or similar) and design calculation summaries of the treatment elements;

f) A maximum discharge rate from the site is to be determined by computation to the satisfaction of Council.

g) Documentation demonstrating approval from the relevant authority for the legal point of discharge. This shall include consent from Parks Victoria to receive any overland surface flows emanating from the proposed sedimentation ponds should those flows enter onto that land.

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h) The provision of gross pollutant and/or litter traps installed at the drainage outfall of the development to ensure that no effluent or polluted water of any type may be allowed to enter the Council's storm water drainage system and or natural drainage system.

i) The details of the incorporation of water sensitive urban design designed in accordance either "Urban Storm water Best Practice Environmental Management Guidelines" 1999.

j) Maintenance schedules for treatment elements.

Before issue of a Statement of Compliance for each stage all works constructed or carried out must be in accordance with those plans to the satisfaction of the Responsible Authority.

12. Urban Drainage - Works

Before the use begins all stormwater and surface water discharging from the site, buildings and works must be conveyed to the legal point of discharge by underground pipe drains to the satisfaction of the responsible Authority. No effluent or polluted water of any type may be discharged beyond the site.

13. Sediment basins

Proposed sedimentation ponds must:

a) Comply with IDM Sec 20.3.7 requirements regarding size, batters, access etc including 1EY peak discharge (or as otherwise agreed to the satisfaction of the Responsible Authority).

14. Detailed Construction Plans

Before any road, drainage or landscaping works associated with subdivision start, detailed construction plans must be submitted in accordance with the Infrastructure Design Manual, including endorsed storm water management plan and endorsed Traffic Impact assessment Report to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must include:

a) Fully sealed pavement with SM2 kerb and channel 7.3m invert to invert and vehicle crossings including the east side of Wharparilla Drive along its abuttal to this development,

b) Concrete footpaths as proposed but including:
   i) footpath both sides of loop road from:
      (1) northern Wharparilla Dve intersection to boat ramp access road,
      (2) southern Wharparilla Dve intersection to southern drain connection on Lot 48, and
   ii) east side of Wharparilla Drive between the northern boundary of the development and the proposed Murray Valley Highway shared pathway,

c) Urban standard driveway crossings

d) Underground storm water drainage;

e) Landscaping for all reserves and associated easements

f) Standard LED street lighting including intersections

g) Underground conduits for water, gas, electricity, telephone; NBN

Date Issued: 18 March 2022

Signature for the Responsible Authority: *Amanda Ellis*

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h) Traffic calming, appropriate intersection and traffic control/mitigation measures in the loop road and adjoining section of Wharparilla Drive;
i) Appropriate street signage;
j) high stability permanent survey marks;
k) Services;

Before Statement of Compliance is issued under the Subdivision Act 1988, the applicant or owner must construct road works, drainage and other civil works, in accordance with plans and specifications approved and endorsed by the Responsible Authority.

15. Supervision Fees

Prior to issue of statement of compliance Payment to the Responsible Authority of an amount up to 2.5% of the actual cost of work, being for costs of the Responsible Authority supervision of the works, as determined by the Responsible Authority;

16. Plan Checking Fee

Prior to issue of statement of compliance Payment to the Responsible Authority of an engineering design checking fee of an amount up to 0.75% of the value of documented works.

17. As Constructed Plans

Prior to the issue of Statement of Compliance, the applicant or developer shall submit to the satisfaction of the relevant authority the following:

a) An assets statement for each street and reserve or easement;
b) As constructed information for the entire work in each development stage detailing information as listed in the council's Infrastructure Design Manual;
c) A certified plan showing the extent and depth of fill in excess of 300 mm placed on any of the allotments;
d) As constructed information shall be provided in A spec format and in addition Auto Cad plans to Council's satisfaction.

To the satisfaction of the Responsible Authority.

18. Council's Assets

Before the subdivision works commences, the owner or developer must submit to the Responsible Authority a written report and photos of any prior damage to public infrastructure. Listed in the report must be the condition of kerb & channel, footpath, seal, street lights, signs and other public infrastructure fronting the property and abutting at least two properties either side of the development. Unless identified with the written report, any damage to infrastructure post construction will be attributed to the development. The owner or developer of the subject land must pay for any damage caused to the Councils assets/Public infrastructure caused as a result of the development or use permitted by this permit.

Date Issued: 18 March 2022

Signature for the Responsible Authority: *Amanda Ellis*

AMANDA ELLIS
PLANNING COORDINATOR

Document Set ID: 4133270
Version: 3, Version Date: 06/07/2026

FORM 4

Sections 63, 64, 64A & 86

PLANNING PERMIT

Permit No: PLN435/2021.A (Amended)
Planning Scheme: Campaspe Planning Scheme
Responsible Authority: Campaspe Shire Council
Prop No.: 24632

Campaspe Shire Council

19. Carriageway easement for Temporary turning.

Where each constructed street abuts undeveloped land (future stage) a temporary turning area constructed with all-weather surface will be provided with in a carriageway easement in favour of the Campaspe Shire Council to provide for turning path for a garbage truck to the satisfaction of the responsible Authority at full cost to the developer.

20. Access to Proposed Murray River Park and Incorporated Road Reserve

Proposed Lots 48 to 61 shall not take direct access to the road reserve incorporated into the proposed Murray River Park to which they abut.

21. Provision for Public Open Space

Provision for Public Open Space must be made in accordance with Section 18 of the Subdivision Act 1989, prior to the issue of a Statement of Compliance for the subdivision under the Subdivision Act 1988, by:

a) paying or agreeing to pay to the Responsible Authority an amount equivalent to 5% of the site value of the land.

22. Cultural Heritage Management Plan

All works must be carried out in accordance with recommendations of the approved Cultural Heritage Management Plan prepared by Benchmark Heritage dated 17 July 2019.

23. Country Fire Authority

Bushfire Management Plan Required

Prior to certification under the Subdivision Act 1988, an amended Bushfire Management Plan must be prepared to the satisfaction of CFA then submitted to and endorsed by the Responsible Authority. Once endorsed the Bushfire Management Plan must be included as an annexure to the section 173 agreement prepared to give effect to clause 44.06-5 of the Planning Scheme and not be altered unless agreed to in writing by CFA and the Responsible Authority.

The plan must be generally in accordance with the BMP prepared by Chris Smith & Associates, drawing No.18170/06, revision 1, dated February 2026 but modified to- -

- **Amend the map section of the plan**

  All 'Outbuilding Envelopes' are to be removed as they are not relevant to the BMP. The defendable space hatching must be removed from the lots outside of the BMO (Lots 27- 35 & Lots 54-60).

24. Department of Transport

a) Before the plan of subdivision is submitted to the Responsible Authority for certification under the Subdivision Act 1988 for any stage, a Functional Layout Plan be submitted to and approved by the Head, Transport for Victoria. When approved by the Head, Transport for Victoria, the plans must be endorsed by the Responsible Authority and will then form part of the permit. The plans must be drawn to scale with dimensions and electronic copies must be provided. The

Date Issued: 18 March 2022

Signature for the Responsible Authority: *Amanda Ellis*

AMANDA ELLIS
PLANNING COORDINATOR

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plans must be generally in accordance TTM Traffic Impact Assessment Report Wharparilla South East Development Plan Response to Schedule 5 of DPO Version: 1, Dated: 20/12/2021 for a Channelised Right Turn Lane (CHR(S)).

b) Prior to approval of the Functional Layout Plans, a road safety audit must be submitted to and approved by the Head, Transport for Victoria and the Responsible Authority. The road safety audit must be undertaken by a suitably qualified road safety auditor.

c) Prior to the issue of a Statement of Compliance for any stage the following roadworks on the Murray Valley Highway must be completed at no cost to and to the satisfaction of the Head, Transport for Victoria:

i. Channelised Right CHR(S) turn lane

ii. Intersection lighting

25. North Central Catchment Management Authority

a) Prior to certification of Stage 1, a suitable restriction must be placed on Lots 61-65 on the plan of subdivision stipulating that fencing on land below the 1% AEP flood level must be open style fencing, i.e. post and wire or post and rail fencing.

b) Unless otherwise approved in writing with North Central CMA and the Responsible Authority, filling of land or the construction of buildings/structures must not occur on land below the 1% AEP flood level. Prior to certification of Stages 1 and 3, a suitable restriction, building envelope or building exclusion zone must be placed on title for all allotments that border the Murray River (proposed lots 48 and 61-65)

c) Unless otherwise agreed in writing with the responsible authority and North Central CMA the finished surface level of proposed Junction Drive must be no lower than the 1% AEP flood level of 95.4 metres AHD. Prior to issuing a statement of compliance for either Stages 2 and 3, certified survey plan/s demonstrating that this condition has been achieved must be submitted to the responsible authority and North Central CMA.

26. Coliban

a) The owner is required to provide reticulated water and sewerage services to each of the lots within the subdivision and comply with any requirements arising from any effect of the proposed development on Coliban Water assets.

b) Services are to be provided and where necessary, amendments to existing services will be required in accordance with our specifications.

c) The Echuca Water Augmentation Plan has identified the need to construct a booster pump station along Wharparilla Drive in order to accommodate growth and to provide adequate pressure to these customers. This booster pump station will be at the full expense of the developer.

d) All Coliban Water assets within the subdivision, both existing and proposed, are to be protected by an easement in favour of Coliban Region Water Corporation.

27. Telecommunication

The owner of the land must enter into an agreement with:

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PLANNING PERMIT

Permit No: PLN435/2021.A (Amended)
Planning Scheme: Campaspe Planning Scheme
Responsible Authority: Campaspe Shire Council
Prop No.: 24632

- a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
- a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:

- a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
- a suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

28. Powercor

a) The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to the Distributor in accordance with Section 8 of that Act.
b) The applicant shall provide an electricity supply to all lots in the subdivision in accordance with the Distributor's requirements and standards.
c) The applicant shall ensure that existing and proposed buildings and electrical installations on the subject land are compliant with the Victorian Service and Installation Rules (VSIR).
d) The applicant shall provide an electricity supply to all lots in the subdivision in accordance with the Distributor's requirements and standards.
e) The applicant shall ensure that existing and proposed buildings and electrical installations on the subject land are compliant with the Victorian Service and Installation Rules (VSIR).
f) The applicant shall, when required by the Distributor, set aside areas with the subdivision for the purposes of establishing a substation or substations.
g) The applicant shall establish easements on the subdivision, for all existing Distributor electric lines where easements have not been otherwise provided on the land and for any new powerlines to service the lots or adjust the positioning existing easements.

29. Time for Stating and Completing Staged Subdivision:

This permit will expire if one of the following circumstances applies:

a) The plan of subdivision for the first stage of the subdivision is not Certified under the Subdivision Act 1988 within two (2) years of the date of this permit.
b) The plan of subdivision for each subsequent stage is not Certified under the Subdivision Act 1988 within three (3) years of certification of the previous stage.
c) The registration of the plan of subdivision for each stage is not completed within five (5) years of the date of Certification under the Subdivision Act 1988 of that stage.

Date Issued: 18 March 2022

Signature for the Responsible Authority: *Amanda Ellis*

AMANDA ELLIS
PLANNING COORDINATOR

Document Set ID: 4133270
Version: 3, Version Date: 06/07/2026

FORM 4

Sections 63, 64, 64A & 86

PLANNING PERMIT

Permit No: PLN435/2021.A (Amended)
Planning Scheme: Campaspe Planning Scheme
Responsible Authority: Campaspe Shire Council
Prop No.: 24632

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within six (6) months afterwards. Prior to approval being given for extension the Responsible Authority may require the review and re-submission of Plans, Computations and other relevant information to accord with current requirements, Acts and Regulations, Codes of Practice and Australian Standards.

NOTATIONS

Responsible authority

The term "responsible authority" in the planning permit means the municipal council in accordance with section 13 of the Planning and Environment Act 1987.

Aboriginal Artefacts

In the event any historic artefacts and/or debris is discovered in the development process, works are to stop immediately and contact Aboriginal Affairs on 1800 762 003.

Department of Transport

Separate consent for works within the road reserve and the specifications of these works is required under the Road Management Act 2004. For the purposes of this application the works will include provision of:

i. *Channelised Right CHR(S) turn lane*
ii. *Intersection lighting*

Please note that there is no drainage infrastructure in place, nor any drainage upgrade planned along the Murray Valley Highway road reserve abutting the subject land. The Head, Transport for Victoria wishes to advise the permit holder that relevant stormwater infrastructure should be designed and constructed within the subject land to manage any overland flow naturally flows through the property, including from the Murray Valley Highway road surface.

Please note that Amendment VC205 was gazetted on 20 January 2022. The amendment introduced the Transport Zone and deletes the Road Zone. The Head, Transport for Victoria recommends that the permit preamble be updated to reflect this change.

North Central Catchment Management Authority

Flood levels for the 1% AEP (100 year ARI) flood event have been declared for this area under provisions of the Water Act 1989. The applicable 1% AEP flood level for the location described above is 95.4 metres AHD. Please note that the Proposed Plan of Subdivision (Revision 10) incorrectly states the flood level as 95.3 metres AHD.

North Central CMA advises that in the event of a 1% AEP flood event it is possible that the property may be subject to inundation. However, it is recommended that a licensed surveyor be engaged to determine the exact effect of the applicable flood level on the property

Powercor

It is recommended that applications for electricity supply to each lot be submitted at the earliest opportunity so that the precise requirements of the Distributor can then be determined and accommodated. Applications for electricity supply shall be submitted via the Distributor's web portal, "mySuppy" which can be accessed via the following link: https://customer.portal.powercor.com.au/mysupply/CIAWQuickCalculator

Department of Environment, Land, Water and Planning

Date Issued: 18 March 2022

Signature for the Responsible Authority: *Amanda Ellis*

AMANDA ELLIS
PLANNING COORDINATOR

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Version: 3, Version Date: 06/07/2026

FORM 4

Sections 63, 64, 64A & 86

PLANNING PERMIT

Permit No: **PLN435/2021.A (Amended)**
Planning Scheme: **Campaspe Planning Scheme**
Responsible Authority: **Campaspe Shire Council**
Prop No.: **24632**

The department advises that works or other activities on public land, which may affect protected native plants, will require a Protected Flora Licence or Permit under the Flora and Fauna Guarantee (FFG) Act 1988. All native vegetation likely to be affected should be checked against the Protected Flora List (DELWP 2017) to determine whether FFG approvals are required. Protected Flora Permits can be obtained from the regional DELWP office (loddonmallee.environment@delwp.vic.gov.au).

Offset requirements are determined in accordance with DELWP (2017) Guidelines for the removal, destruction or lopping of native vegetation. Proposed offset sites must meet eligibility requirements including land use, bushfire risk, quality of vegetation and size of revegetation site. Please visit https://www.environment.vic.gov.au/native-vegetation/native-vegetation for further information.

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of amendment	Brief description of amendment	Name of Responsible Authority that approved the Amendment	Section of the Act under which the permit has been amended
26 June 2026	• Amended plans • Amend what the permit allows • Amended conditions • Conditions renumbered	Campaspe Shire Council	Section 74
6 July 2026	• Proposal description updated • Permit issued date amended • EOT table added	Campaspe Shire Council	Section 71

THIS PERMIT HAS BEEN EXTENDED AS FOLLOWS:

Date of Extension	Brief description of Extension	Duration of Extension
17 June 2024	an extension to certify the Plan of Subdivision for the first stage	Extended until 18 March 2026 to certify the plan.
12 June 2026	an extension to certify the Plan of Subdivision for the first stage	Extended until 18 March 2028 to certify the plan.

Date Issued: 18 March 2022

Signature for the Responsible Authority: *Amanda Ellis*

AMANDA ELLIS
PLANNING COORDINATOR

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Version: 3, Version Date: 06/07/2026

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.
(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- From the date specified in the permit; or
- If no date is specified, from –
  - (i.) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
  - (ii.) the date on which it was issued, in any other case

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if –
   - the development or any stage of it does not start within the time specified in the permit; or
   - the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
   - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if –
   - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
   - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
   - the development or any stage of it does not start within the time specified in the permit; or
   - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
   - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
   - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision –
   - the use or development of any stage is to be taken to have started when the plan is certified; and
   - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal

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Note:

(1) Stage 1 is comprised of lots 4 to 7 (incl.), 61-65 (incl.) & Reserve (Parks Vic.).
(2) Stage 2 is comprised of lots 1 to 3 (incl.), 8 to 24 (incl.).
(3) Stage 3 is comprised of lots 25 to 60 inclusive.
(4) Total Development Area = 61·72ha approx.
(5) Total Lot Area = 58·56ha, therefore Average Lot Area = 9295m².
(6) Lot 16 & 45 have been omitted from this Plan of Subdivision.
(7) Stage 1 = Total of 9 Lots
Stage 2 = Total of 19 Lots
Stage 3 = Total of 35 Lots

Campaspe Shire Council

Endorsed Plan
Planning and Environment Act 1987
Permit No: PLN435/2021.A
Sheet: 1 of 3
Authorised Officer: Vishav Arora
Senior Planner
Date: 24/08/2026

15	All Setbacks Amended	26/02/26	
14	Removal of Lot 16 & 45	10/12/25	-
13	Building Setback Sheet	2/12/25	-
12	Stages & Stage Boundaries	4/08/23	-
11	Street Names	9/06/22	-
10	Stages & Lot Numbers	30/11/21	-
9	Trees to be Removed Identifiers	3/08/21	-
REVISION		DATE	ZONE

Drawing Notes:

(1) Measurements and areas are approximate only and are subject to survey and may be amended on the Plan of Subdivision submitted for certification.
(2) Road pavements & landscaping shown are conceptual only and are subject to detailed engineering design and Council approval.
(3) Contours are to A.H.D. and are based on a level survey undertaken in October 2018.
(4) Contour interval is 0·10m.

APPROX NORTH

0 20 40 80
Scale 1:4000 @ A3

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· URBAN & REGIONAL PLANNERS · PROJECT MANAGERS
LEVEL 1 / 135 FRYERS STREET, SHEPPARTON, VIC. 3630
PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au

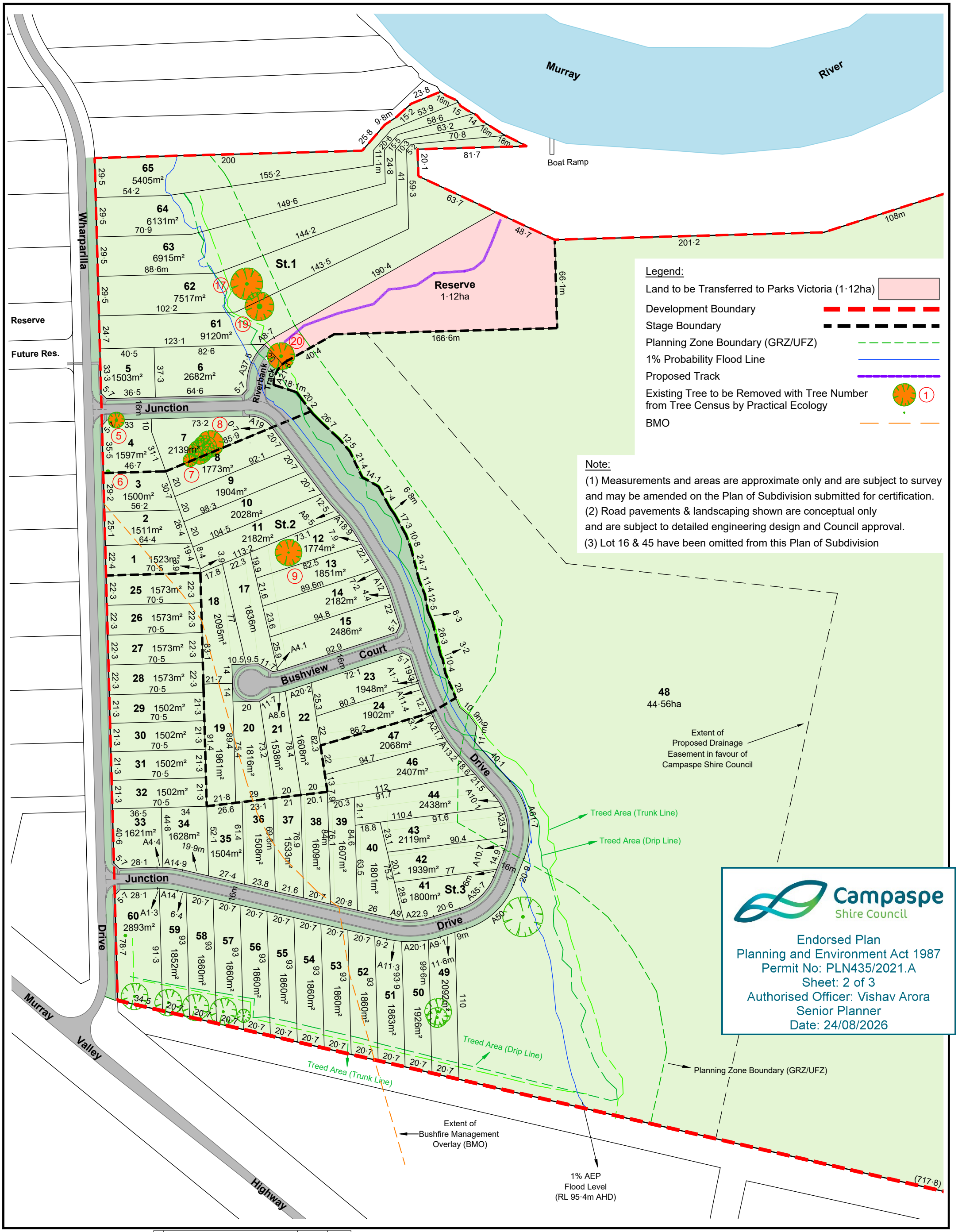
Designed	Col Rogers	8th October, 2018
Drawn	Dylan Stevens	December 2025
Checked	Gary Steigenberger	December 2025
Approved		

Wharparilla East P/L.
"Wharparilla Drive" Estate
129 Wharparilla Drive
Echuca
Plan of Proposed Subdivision

Drawing No. 18170/01 **Rev. 15**
Sheet No. 1 of 3 18170-01r15.dwg

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ISO 9001 Quality · ISO 14001 Environmental · ISO 45001 OH&S



Legend:

- Land to be Transferred to Parks Victoria (1·12ha)
- Development Boundary
- Stage Boundary
- Planning Zone Boundary (GRZ/UFZ)
- 1% Probability Flood Line
- Proposed Track
- Existing Tree to be Removed with Tree Number from Tree Census by Practical Ecology
- BMO

Note:

(1) Measurements and areas are approximate only and are subject to survey and may be amended on the Plan of Subdivision submitted for certification.
(2) Road pavements & landscaping shown are conceptual only and are subject to detailed engineering design and Council approval.
(3) Lot 16 & 45 have been omitted from this Plan of Subdivision

Campaspe Shire Council

Endorsed Plan
Planning and Environment Act 1987
Permit No: PLN435/2021.A
Sheet: 2 of 3
Authorised Officer: Vishav Arora
Senior Planner
Date: 24/08/2026

15	All Setbacks Amended	26/02/26	
14	Removal of Lot 16 & 45	10/12/25	-
13	Building Setback Sheet	2/12/25	-
12	Stages & Stage Boundaries	4/08/23	-
11	Street Names	9/06/22	-
10	Stages & Lot Numbers	30/11/21	-
9	Trees to be Removed Identifiers	3/08/21	-
REVISION		DATE	ZONE

ISO 9001 Quality management system · ISO 14001 Environmental management system · ISO 45001 OH&S management system

APPROX NORTH

0 12.5 25 50

Scale 1:2500 @ A3

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Designed	Col Rogers	8th October, 2018
Drawn	Dylan Stevens	December 2025
Checked	Gary Steigenberger	December 2025
Approved		

Wharparilla East P/L.
"Wharparilla Drive" Estate
129 Wharparilla Drive
Echuca
Plan of Proposed Subdivision
Enlargement Plan
Drawing No. 18170/01 **Rev. 15**
Sheet No. 2 of 3 1817001v15.dwg
A3

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Murray River

Wharparilla Drive

Junction

Riverbank Track

Bushview Court

Junction

Drive

Drive

Reserve

St.1

St.2

St.3

Legend:

Development Boundary

Stage Boundary

Building Setback

Building Setback: 12.5 Bal Setback - refer to Bushfire Management Plan for details.

Outbuilding Setback (minimum 10m seperation from Dwelling)

Note:

(1) Measurements and areas are approximate only and are subject to survey and may be amended on the Plan of Subdivision submitted for certification.
(2) Road pavements & landscaping shown are conceptual only and are subject to detailed engineering design and Council approval.
(3) Lot 16 & 45 have been omitted from this Plan of Subdivision

48

Treed Area (Drip Line)

Treed Area (Drip Line)

Extent of Bushfire Management Overlay (BMO)

Endorsed Plan
Planning and Environment Act 1987
Permit No: PLN435/2021.A
Sheet: 3 of 3
Authorised Officer: Vishav Arora
Senior Planner
Date: 24/08/2026

			-
15	All Setbacks Amended	26/02/26	-
14	Removal of Lot 16 & 45	10/12/25	-
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REVISION		DATE	ZONE

0 12.5 25 50

Scale 1:2500 @ A3

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PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au

Designed
Drawn Dylan Stevens December 2025
Checked Gary Steigenberger December 2025
Approved

Wharparilla East P/L.
"Wharparilla Drive" Estate
129 Wharparilla Drive
Echuca
Plan of Proposed Subdivision
Building Setback
Drawing No. 18170/01 **Rev. 15**
Sheet No. 3 of 3 1817001v15.dwg
A3

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Docusign Envelope ID: D71F806F-74C9-834A-8067-FA21EDA3655F

DAWES & VARY RIORDAN

LAWYERS

CAMPASPE SHIRE COUNCIL
("Council")

AND

WHARPARILLA EAST PTY LTD
("the Owner")

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

Property: The land in Certificates of Title Volume 10035 Folio 353, Volume 10035 Folio 354 and Volume 12081 Folio 661
known as Wharparilla Drive, Echuca

Dawes & Vary Riordan Pty Ltd
Solicitors
254 Anstruther Street
ECHUCA VIC 3564
Tel: 03 5482 2555
Ref: JAH:MRS:20261613

Docusign Envelope ID: D71F806F-74C9-834A-8067-FA21EDA3655F

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Section 173 Agreement

THIS AGREEMENT is made the day of 2026

BETWEEN:

CAMPASPE SHIRE COUNCIL of 2 Heygarth Street, Echuca Victoria 3564

("Council")

AND

WHARPARILLA EAST PTY LTD ACN 630 942 620 of 132 Wharparilla Drive Echuca Victoria 3564

("Owner")

RECITALS

A. The Owner is registered or is entitled to be registered as proprietor of the Land.

B. Council is the responsible authority under the Act pursuant to the Planning Scheme.

C. Council has issued the Permit. Clause 7 of Permit, amongst other things:

(a) requires the Owner to enter into an agreement pursuant to section 173 of the Act which deals with the matters referred to in clause 5 of this Agreement;

(b) provides that:

(i) for affected lots as shown on the Bushfire Management Plan, this Agreement is to be prepared for the purpose of an exemption from a planning permit under clause 44.06-2 of the Planning Scheme;

(ii) this Agreement is to incorporate the plan prepared in accordance with clause 53.02-4 of the Planning Scheme and approved under the Permit (and condition 23 of the Permit requires that the Bushfire Management Plan is included as an annexure to this Agreement);

(iii) if a dwelling is constructed on the land without a planning permit then the bushfire protection measures set out in the Bushfire Management Plan must be implemented and maintained to the satisfaction of the responsible authority on a continuing basis; and

(iv) native vegetation on certain lots is to be retained unless with the consent of the responsible authority.

D. This Agreement is entered into:

(a) in order to comply with the relevant condition/s of the Permit which require a section 173 agreement to be entered into;

(b) for the purpose of an exemption from a planning permit under clause 44.06-2 of the Planning Scheme;

(c) in order to achieve and advance the objectives of planning in Victoria and/or the

Docusign Envelope ID: D71F806F-74C9-834A-8067-FA21EDA3655F

objectives of the Scheme;

(d) by Council in its capacity of responsible authority pursuant to Division 2 of Part 9 of the Act.

OPERATIVE PART:

1. Definitions

In this Agreement, unless the context requires otherwise, the following words and expressions shall have the following meanings:

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

"**Agreement**" means this Agreement (including any recitals, schedules or annexures) and any Agreement executed by the parties expressed to be supplemental to this Agreement.

"**BMO**" means the bushfire management overlay referred to in the Planning Scheme.

"**Bushfire Management Plan**" means the bushfire management plan at Appendix 1 of this Agreement (as amended from time to time) prepared in accordance with clause 53.02-4 of the Planning Scheme and approved under the Permit.

"**Land**" means the land located at Wharparilla Drive, Echuca and being the land more particularly described in certificates of title Volume 10035 Folio 353, Volume 10035 Folio 354 and Volume 12081 Folio 661.

"**Owner**" means the person or persons named in this Agreement as the Owner, or such other person or persons entitled from time to time to be or who are registered as proprietor or proprietors of an estate in fee simple of the Land or any part of it.

"**Permit**" means planning permit PLN435/2021.A (as amended from time to time).

"**Planning Scheme**" means the Campaspe Planning Scheme.

"**Zone**" means the designated zone of the Land under the Planning Scheme.

2. Interpretation

2.1 The singular includes the plural and the plural includes the singular.

2.2 A reference to a gender includes a reference to each other gender.

2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.

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

2.5 A reference to a Planning Scheme shall include any amendment, consolidation or replacement of such scheme.

2.6 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.

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

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3. Agreement under section 173 of the Act

Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

4. Commencement and termination

4.1 This Agreement shall come into force and effect on the date this Agreement has been signed by the parties.

4.2 This Agreement ends or may be amended in accordance with the Act.

4.3 If this Agreement has been ended or amended, the Council must (at the request and cost of the Owner) apply to cancel or alter the recording of this Agreement on the Register as soon as reasonably practicable after being requested to do so by the Owner.

5. Covenants of Owner

5.1 This agreement:

(a) has been prepared for the purpose of an exemption from a planning permit under clause 44.06-2 of the Planning Scheme; and

(b) incorporates the plan prepared in accordance with clause 53.02-4 of the Planning Scheme and approved under the Permit.

5.2 The Owner covenants with Council that:

(a) if a dwelling is constructed on land to which the BMO applies without a planning permit, the bushfire mitigation measures set out in the Bushire Management Plan must be implemented and maintained to the satisfaction of Council on a continuing basis; and

(b) native vegetation on lots 48, 49, 57, 58, 59, 60, 61, 62, 63, and 64 is to be retained, unless with the prior written consent of Council.

6. Covenants run with the land

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

7. Owner's warranties

The Owner warrants and covenants that:

7.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

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

7.3 if the Owner is registered as the proprietor of the Land as trustee of any trust:

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(a) the Owner, for the purposes of this Agreement, shall be deemed to include each beneficiary of the relevant trust and the Owner in executing this Agreement does so intending to assume both personal liability and to bind the trust for which it acts as trustee:

(b) the Owner is authorised to enter into this Agreement by the terms of the Trust Deed; and

7.4 no part of the Land is subject to the rights obtained by adverse possession or subject to any easements or rights described or referred to in Section 42 of the *Transfer of Land Act 1958*.

8. Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to Section 181 of the Act:

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

8.2 the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successor in title to execute a Deed agreeing to be bound by the terms of this Agreement; and

8.3 until the Deed referred to in clause 8.2 of this Agreement is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

9. Mortgagees

The Owner must obtain the consent of each mortgagee of the Land to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Land.

10. Costs

10.1 The Owner agrees to pay to Council on demand Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to:

(a) the preparation, negotiation, execution, lodgement, recording, registration, variation, amendment or removal of this Agreement;

(b) any request by the Owner to amend, vary, terminate or remove this Agreement (whether the amendment, variation, termination or removal proceeds);

(c) the enforcement of this Agreement;

(d) any stamp duty or registration fees in connection with this Agreement; and

(e) any request by the Owner for Council's consent or approval where such consent or approval is required under any covenant, proviso, condition or agreement herein contained or implied (whether or not the consent or approval is given).

10.2 If any of the monies payable pursuant to this Agreement are not paid by the due date, the amount then due and unpaid shall attract interest at a rate of 2% per annum plus the rate for

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the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) from the date that such moneys becomes due until they are paid in full.

11. Default of Owner

11.1 If the Owner is in breach of this Agreement, Council may by notice in writing require the Owner to remedy the breach within the time specified in the notice (Breach Notice).

11.2 Without prejudice to any other right or remedy, if the Owner fails to comply with a Breach Notice Council may without further notice enter the Land and remedy the default set out in the Breach Notice.

11.3 Where Council exercises its rights under clause 11.2, Council may recover its costs of remedying the default from the Owner as a debt due and payable by the Owner to the Council. A certificate signed by the Chief Executive Officer of Council shall be prima facie proof of the cost of remedying the breach.

11.4 The Owner covenants with Council to allow Council (or any employee or authorised officer of Council) to enter into and upon the Land (including any building or improvement on the Land) at any reasonable time for the purpose of assessing compliance with the Owner's obligations under this Agreement. Except in an emergency, Council must provide not less than 24 hours' prior notice to the Owner prior to accessing the Land pursuant to this clause.

12. Indemnity

12.1 The Owner indemnifies and must and keep indemnified Council, its officers, employees, agents, workmen and contractors from and against all claims, suits, actions, proceedings, judgements, costs, expenses, loss or damage which any of them may sustain, incur or suffer or be or become liable for, arising from or referable to or any breach of this Agreement by the Owner.

12.2 The Owner covenants and agrees that the indemnity in clause 12.1:

(a) is reasonably necessary to protect Council's legitimate interests under this Agreement;

(b) cannot be revoked by the Owner; and

(c) is binding and enforceable against the Owner notwithstanding any neglect, delay or forbearance on the part of Council (or any other indemnified person) to exercise its right of indemnity.

12.3 Nothing in this clause 12 will prevent the Owner from seeking to recover damages or costs from any party that does not have the benefit of the indemnity under this clause.

13. No fettering of Council's powers

This Agreement nor the performance by the Owner of any of its obligations under this Agreement does not restrict, restrain, limit or otherwise fetter the exercise of any power, duty, discretion or decision making of Council, including under the *Local Government Act 1989*, *Local Government Act 2020*, the Act or Planning Scheme or Council's ability to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any permit or approval or endorsement of any applications or plans relating to the Land.

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14. Notices

14.1 Service of Notice

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

(a) personally on the person;

(b) by leaving it at the person's address set out in this Agreement; or

(c) by posting it by prepaid post addressed to that person at the person's current address for service (or, if to the Owner, at the address of the registered proprietor of the Land as noted in Council rate records); or

(d) by email to the person's current email address as notified to the other party.

14.2 Time of Service

A notice or other communication is deemed served:

(a) if served personally or left at the person's address, upon service;

(b) if posted within Australia to an Australian address, two business days after posting;

(c) if sent by email, at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*; or

(d) if received after 5.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

14.3 General

(a) A party may change its address or email address for service by giving notice of that change to the other party.

(b) If the party to whom a notice is intended to be given consists of more than one person then the notice must be treated as given to that party if given to any of those persons.

(c) A notice may be given by an authorised representative of the sender.

15. General

Further Assurance

15.1 The parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as the other parties shall reasonably require for completely effecting this Agreement.

15.2 Without limiting clause 15.1, the Owner must do all things necessary (including signing any further agreement, acknowledgement or document) to enable Council to record this Agreement on the folio of the Register which relates to the Land.

No Waiver

15.3 Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the

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Owner will not in any way amount to a waiver of any rights or remedies of Council in relation to the terms of this Agreement.

Severability

15.4 If any part of this Agreement shall be invalid and not enforceable in accordance with its terms, then that part shall be read down to the extent to make it enforceable and where that is not possible that part will be severed from this Agreement and all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable in accordance with those terms.

Non-merger

15.5 Any rights or obligations of the parties which are capable of taking effect after termination of this Agreement shall not merge on termination or upon the occurrence of any event or transaction contemplated by this Agreement.

Execution of counterparts

15.6 This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement.

16. Proper law

This Agreement shall be governed by the laws of Victoria and the parties hereby agree to submit to the jurisdiction of the Courts in Victoria in relation to any question or dispute that may arise hereunder.

17. Delegation

Council may by written instrument delegate any of Council's powers pursuant to this Agreement to any authorised officer of Council.

18. Electronic signature

18.1 In this clause "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this agreement by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

18.2 The parties consent to this agreement being signed by or on behalf of a party by an electronic signature.

18.3 Where this agreement is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

18.4 This agreement may be electronically signed in any number of counterparts which together will constitute the one document.

18.5 Each party consents to the exchange of counterparts of this agreement by delivery by email or such other electronic means as may be agreed in writing.

18.6 Each party must upon request promptly deliver a physical counterpart of this agreement with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this agreement.

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EXECUTED as a Deed by the parties on the date set out at the commencement of this Agreement.

Signed for and on behalf of **Campaspe Shire Council** in accordance with a delegated power that is recorded in an instrument of delegation dated

20/08/2026

.....

Date of Delegation

)
)
)
)

Signed by:
031BDCEAB205459...

.....

Kahlia Reid

.....

Full name

SIGNED in the presence of:

Witness

Signed by:
Elizabeth Branca
6D7D1BF8B5A2420...

Full name Elizabeth Branca

Usual address: Cnr Hare & Heygarth Streets
ECHUCA VIC 3564

Signed on the 26 day of October 2026

EXECUTED by WHARPARILLA EAST PTY LTD ACN 630 942 620 by being signed in accordance with section 127(1) of the *Corporations Act 2001 (Cth):*

F.A. Millar

Director

K.C. Millar

Director/Secretary

FRANCIS ANDREW MILLAR

Full name

KATHLEEN CLARE MILLAR

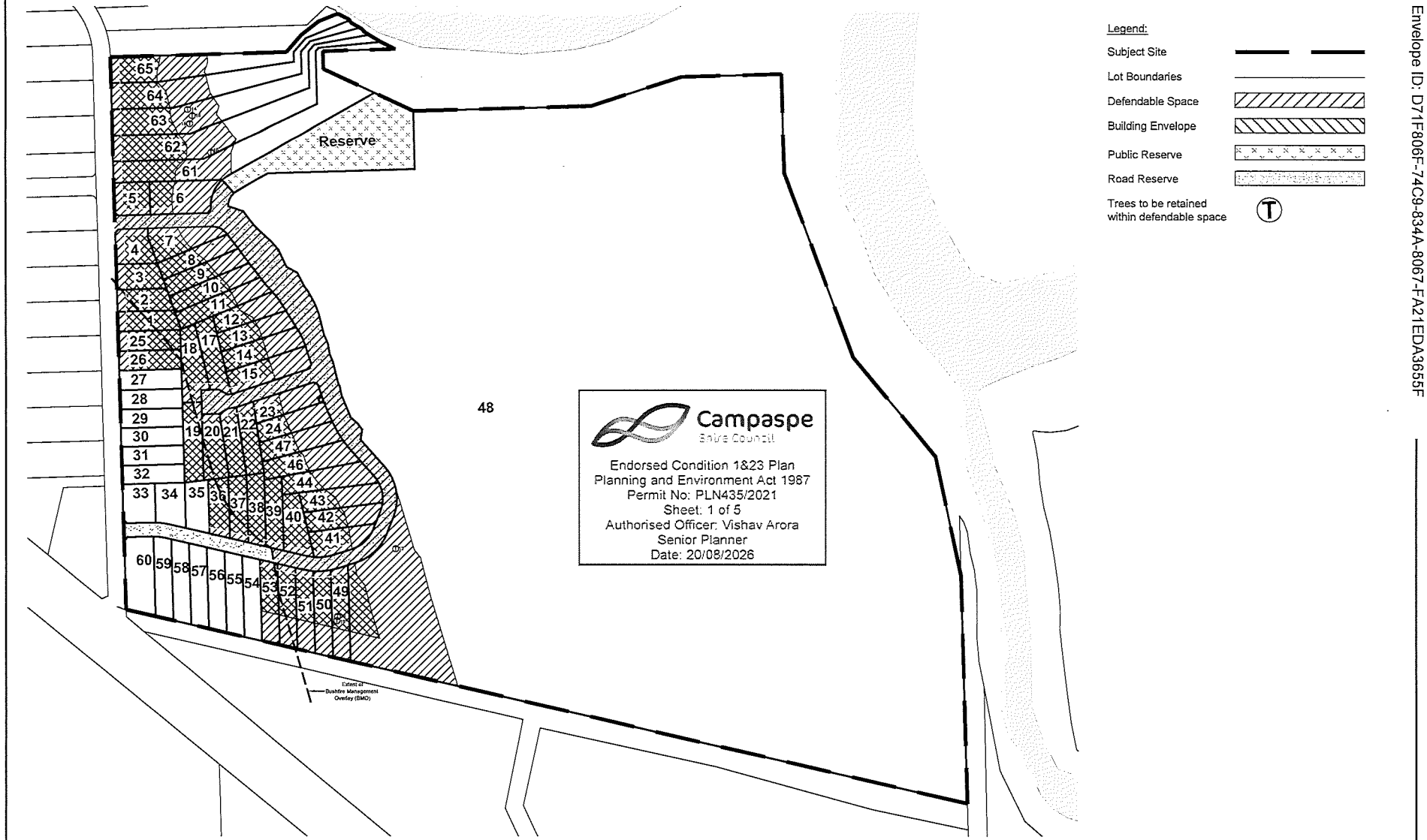
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APPENDIX 1

BUSHFIRE MANAGEMENT PLAN

Docusign Envelope ID: D71F806F-74C9-834A-8067-FA21EDA3655F



Campaspe Shire Council

Endorsed Condition 1&23 Plan
Planning and Environment Act 1987
Permit No: PLN435/2021
Sheet: 1 of 5
Authorised Officer: Vishav Arora
Senior Planner
Date: 20/08/2026

REVISION		DATE	ZONE
2	Remove outbuilding envelope	05/06/26	
	Remove restrictions on lots outside BMO		

ISO 9001 ISO 14001 ISO 45001

0 20 40 80m

Scale 1:4000 @A3

Chris Smith & Associates PTY LTD

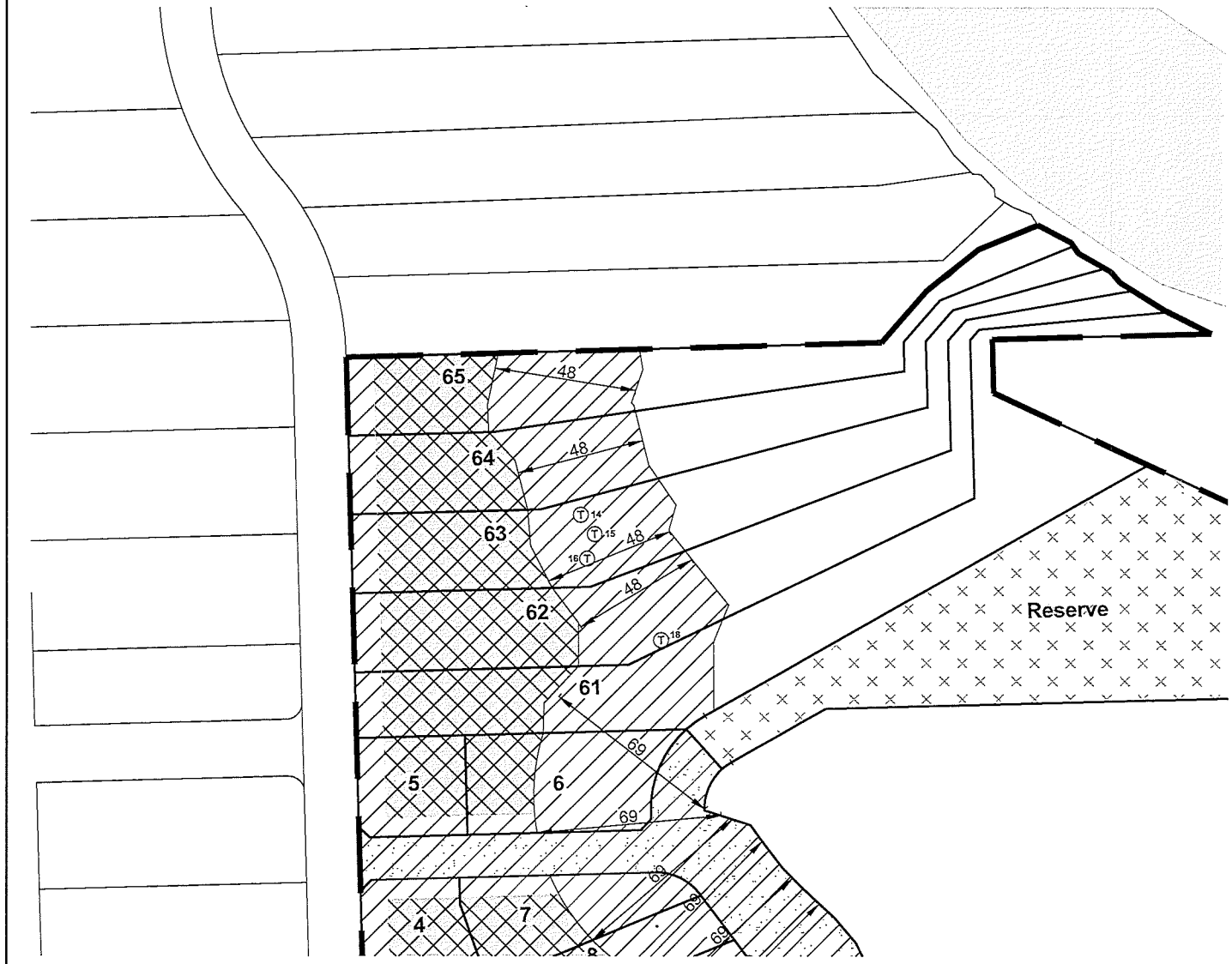
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• URBAN & REGIONAL PLANNERS • PROJECT MANAGERS
LEVEL 1 / 135 FRYERS STREET, SHEPPARTON, VIC, 3630
PH: (03) 5829 7700 FAX: (03) 5822 4879 www.csmith.com.au

Designed
Drawn Sakshi Belchada June 2026
Checked Duncan Lewis June 2026
Approved

Wharparilla East P/L.
"Wharparilla Drive" Estate
129 Wharparilla Drive
Echuca
Bushfire Management Plan
Overall
Drawing No. 18170/06 **Rev. 2**
Sheet No. 1 of 5 18170D6r2

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Legend:

- Subject Site
- Lot Boundaries
- Defendable Space
- Building Envelope
- Public Reserve
- Road Reserve
- Trees to be retained within defendable space (T)

Campaspe Shire Council

Endorsed Condition 1&23 Plan
Planning and Environment Act 1987
Permit No: PLN435/2021
Sheet: 2 of 5
Authorised Officer: Vishav Arora
Senior Planner
Date: 20/08/2026

REVISION		DATE	ZONE
2	Remove outbuilding envelope	05/06/26	
	Remove restrictions on lots outside BMO		

ISO 9001 ISO 14001 ISO 45001

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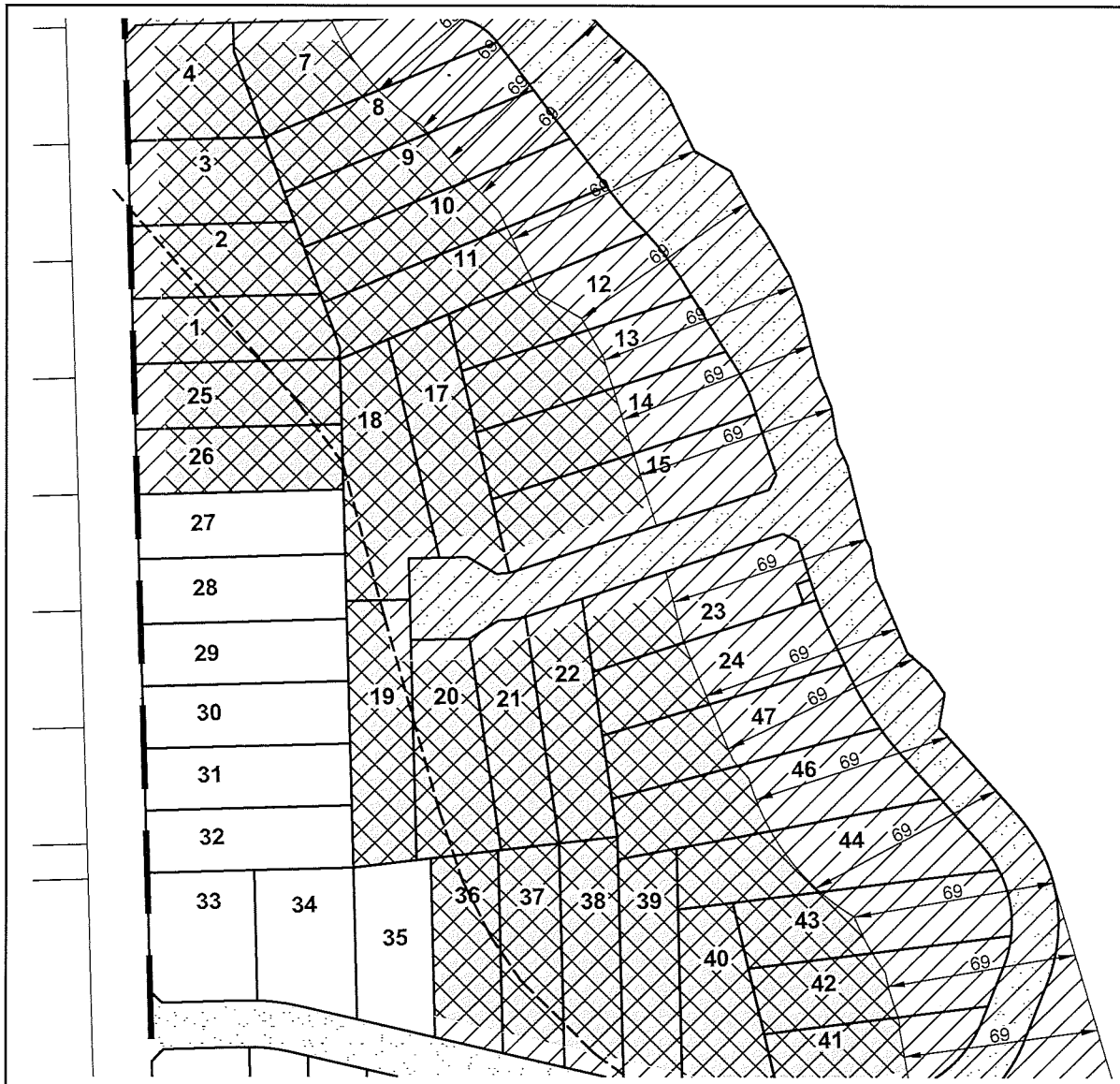
Designed
Drawn Sakshi Belchada June 2026
Checked Duncan Lewis June 2026
Approved

0 7.5 15 30m
Scale 1:1500 @A3

Wharparilla East P/L.
"Wharparilla Drive" Estate
129 Wharparilla Drive
Echuca
Bushfire Management Plan
Enlargement A
Drawing No. 18170/06 **Rev. 2**
Sheet No. 2 of 5 18170/06r2
A3

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Legend:

- Subject Site
- Lot Boundaries
- Defendable Space
- Building Envelope
- Public Reserve
- Road Reserve
- Trees to be retained within defendable space (T)

Campaspe Shire Council

Endorsed Condition 1&23 Plan
Planning and Environment Act 1987
Permit No: PLN435/2021
Sheet: 3 of 5
Authorised Officer: Vishav Arora
Senior Planner
Date: 20/08/2026

REVISION		DATE	ZONE
2	Remove outbuilding envelope	05/08/26	
	Remove restrictions on lots outside BMO		

ISO 9001 ISO 14001 ISO 45001

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Scale 1:1500 @A3

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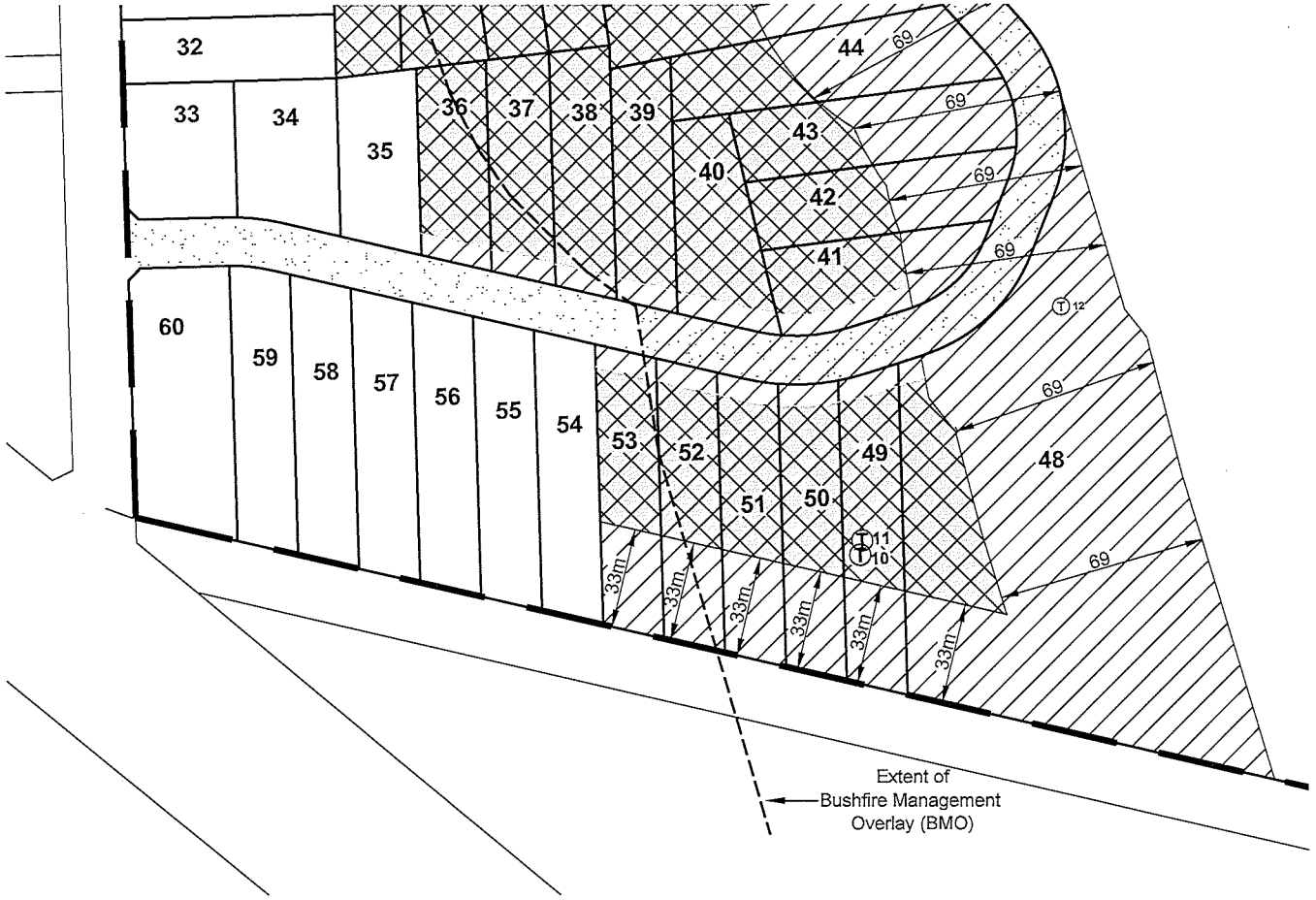
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Designed
Drawn Sakshi Belchada June 2026
Checked Duncan Lewis June 2026
Approved

Wharparilla East P/L.
"Wharparilla Drive" Estate
129 Wharparilla Drive
Echuca
Bushfire Management Plan
Enlargement B
Drawing No. 18170/06 **Rev. 2**
Sheet No. 3 of 5 18170/06/2
A3

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Legend:

- Subject Site
- Lot Boundaries
- Defendable Space
- Building Envelope
- Public Reserve
- Road Reserve
- Trees to be retained within defendable space (T)

Campaspe Shire Council

Endorsed Condition 1&23 Plan
Planning and Environment Act 1987
Permit No: PLN435/2021
Sheet: 4 of 5
Authorised Officer: Vishav Arora
Senior Planner
Date: 20/08/2026

REVISION		DATE	ZONE
2	Remove outbuilding envelope	05/08/26	
	Remove restrictions on lots outside BMO		

ISO 9001 ISO 14001 ISO 45001

0 7.5 15 30m

Scale 1:1500 @A3

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Designed
Drawn Sakshi Belchada June 2026
Checked Duncan Lewis June 2026
Approved

Wharparilla East P/L.
"Wharparilla Drive" Estate
129 Wharparilla Drive
Echuca
Bushfire Management Plan
Enlargement C
Drawing No. 18170/06 Rev. 2
Sheet No. 4 of 5 18170/06/2
A3

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Campaspe Shire Council
Endorsed Condition 1&23 Plan
Planning and Environment Act 1987
Permit No: PLN435/2021
Sheet: 5 of 5
Authorised Officer: Vishav Arora
Senior Planner
Date: 20/08/2026

Bushfire Management Plan

Wharparilla South-East Subdivision Stages 1-4
Management requirements

Construction

Structures within Lots 1 – 65 will have a minimum Bushfire Attack Level of BAL – 12.5 that the buildings will be designed and constructed to in accordance with the Building Code of Australia.

Building envelopes displayed in pages 1-4 of this plan are restricted to within the General Residential Zone, influenced by the requirements of the Development Plan Overlay – Schedule 5, and restricted by a 1% Probability Flood Line calculated for the site. Regardless of these factors, the minimum required distance for BAL-12.5 (69m for 5-10° downslope Forest, 48m for Flat/Upslope Forest, 33m for Woodland and 19m for Grassland) are/will be maintained for all proposed lots.

Outbuildings that are positioned greater than 10 metres from the dwelling are not subject to BAL requirements under the Building Code of Australia.

Classified vegetation

- Forest
- Woodland
- Grassland

Defendable space management standards:

Defendable space [within the area marked on pages 1-4 of this plan] where vegetation (and other flammable materials) will be modified and managed in accordance with the following requirements:

- Grass must be short cropped and maintained during the declared fire danger period.
- All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period.
- Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building.
- Plants greater than 10 centimetres in height must not be placed within 3m of a window or glass feature of the building.
- Shrubs must not be located under the canopy of trees.
- Individual and clumps of shrubs must not exceed 5 sq. metres in area and must be separated by at least 5 metres.
- Trees must not overhang or touch any elements of the building.
- Canopy of trees must be separated by at least 5 metres, with the exception of trees 10, 11, 12, 14, 15, 16 and 18 (as shown on pages 1-4 of this plan).
- There must be a clearance of at least 2 metres between the lowest tree branches and ground level.

Water supply for firefighting purposes

10,000L of effective water supply for firefighting purposes will be provided in BMO affected lots - being Lots 1-26 inclusive, 36-53 inclusive (as shown on pages 1-4), and will meet the following requirements:

- Is stored in an above ground water tank constructed of concrete or metal.
- All fixed above-ground water pipes and fittings required for firefighting purposes must be made of corrosive resistant metal.
- Include a separate outlet for occupant use.
- Incorporate a ball or gate valve (British Standard Pipe (BSP) 65mm and coupling (65 mm Storz fitting) with an end cap.
- The outlet of the water tank will be within 4m of the accessway and be unobstructed.
- Be located within 60m of the outer edge of the approved building.
- Be readily identifiable from the building or appropriate identification signage to the satisfaction of the CFA must be provided.
- Any pipework and fittings will be a minimum of 65mm (excluding the CFA coupling).

Access designed to accommodate CFA access

All BMO affected lots - being Lots 1-26 inclusive, 36-53 inclusive (as shown on pages 1-4) - must provide access that meets the following requirements:

- All-weather construction.
- A load limit of at least 15 tonnes.
- Curves will have a minimum inner radius of 10m.
- The average grade will be no more than 1 in 7 (14.4 per cent) (8.1 degrees) with a maximum of no more than 1 in 5 (20 per cent) (11.3 degrees) for no more than 50m.
- Have a minimum trafficable width of 3.5m.
- Be clear of encroachments for at least 0.5m on each side and 4m above the accessway.
- Dips will have no more than a 1 in 8 (12.5 per cent) (7.1 degrees) entry and exit angle.
- Access shall be provided to not more than 4m from the water supply outlet.

Ongoing Bushfire Mitigation Measures

The bushfire mitigation measures detailed on this plan, including those relating to construction standards, defendable space, water supply and access, must be maintained to the satisfaction of the responsible authority in perpetuity.

ISO 9001 ISO 14001 OHSAS 45001

REVISION		DATE	ZONE
2	Remove outbuilding envelope	05/06/26	
	Remove restrictions on lots outside BMO		

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PH: (03) 5820 7700 FAX: (03) 5822 4875 www.csmith.com.au

Designed
Drawn Sakshi Belchada June 2026
Checked Duncan Lewis June 2026
Approved

0 7.5 15 30m
Scale 1:1500 @A3

Wharparilla East P/L.
"Wharparilla Drive" Estate
129 Wharparilla Drive
Echuca
Bushfire Management Plan

Drawing No. 18170/06 Rev. 2
Sheet No. 5 of 5 18170/06r2
A3

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

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

VOLUME 12081 FOLIO 661 Security no : 124137110057H
Produced 30/07/2026 11:12 AM

LAND DESCRIPTION

Land in Plan of Consolidation 377616S.
PARENT TITLES :
Volume 09846 Folio 234 Volume 12058 Folio 334
Created by instrument PC377616S 20/05/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WHARPARILLA EAST PTY LTD of 132 WHARPARILLA DRIVE ECHUCA VIC 3564
AT734149J 30/10/2020

ENCUMBRANCES, CAVEATS AND NOTICES

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

RIGHTS as to part Y004244M

DIAGRAM LOCATION

SEE PC377616S 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 24365V MH ECHUCA PTY LTD
Effective from 15/07/2024

DOCUMENT END

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Document Type	**Plan**
Document Identification	**PC377616S**
Number of Pages (excluding this cover sheet)	**1**
Document Assembled	**30/07/2026 11:12**

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PLAN OF CONSOLIDATION

EDITION 1

PC 377616S

LOCATION OF LAND

PARISH: WHARPARILLA

PRE-EMPTIVE SECTION A (PART)

AND

TOWNSHIP: ECHUCA WEST

CROWN ALLOTMENT 112A (PART)

TITLE REFERENCE: C/T. VOL.9846 FOL.234
C/T. VOL.12058 FOL.334

LAST PLAN REFERENCE: CP 168510Q & LOT 12, PS 747209G

POSTAL ADDRESS: 129 WHARPARILLA DRIVE, ECHUCA 3564
(at time of subdivision)

MGA CO-ORDINATES: E 294 590 ZONE: 55
(of approx. centre of land in plan) N 6 000 950 GDA 94

Council Name: Shire of Campaspe

Council Reference Number: SPln015/2018
Planning Permit Reference: planning permit not required
SPEAR Reference Number: S095026C

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

This is a statement of compliance issued under section 21 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: Ally Wilkie for Shire of Campaspe on 07/03/2018

EASEMENT INFORMATION

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

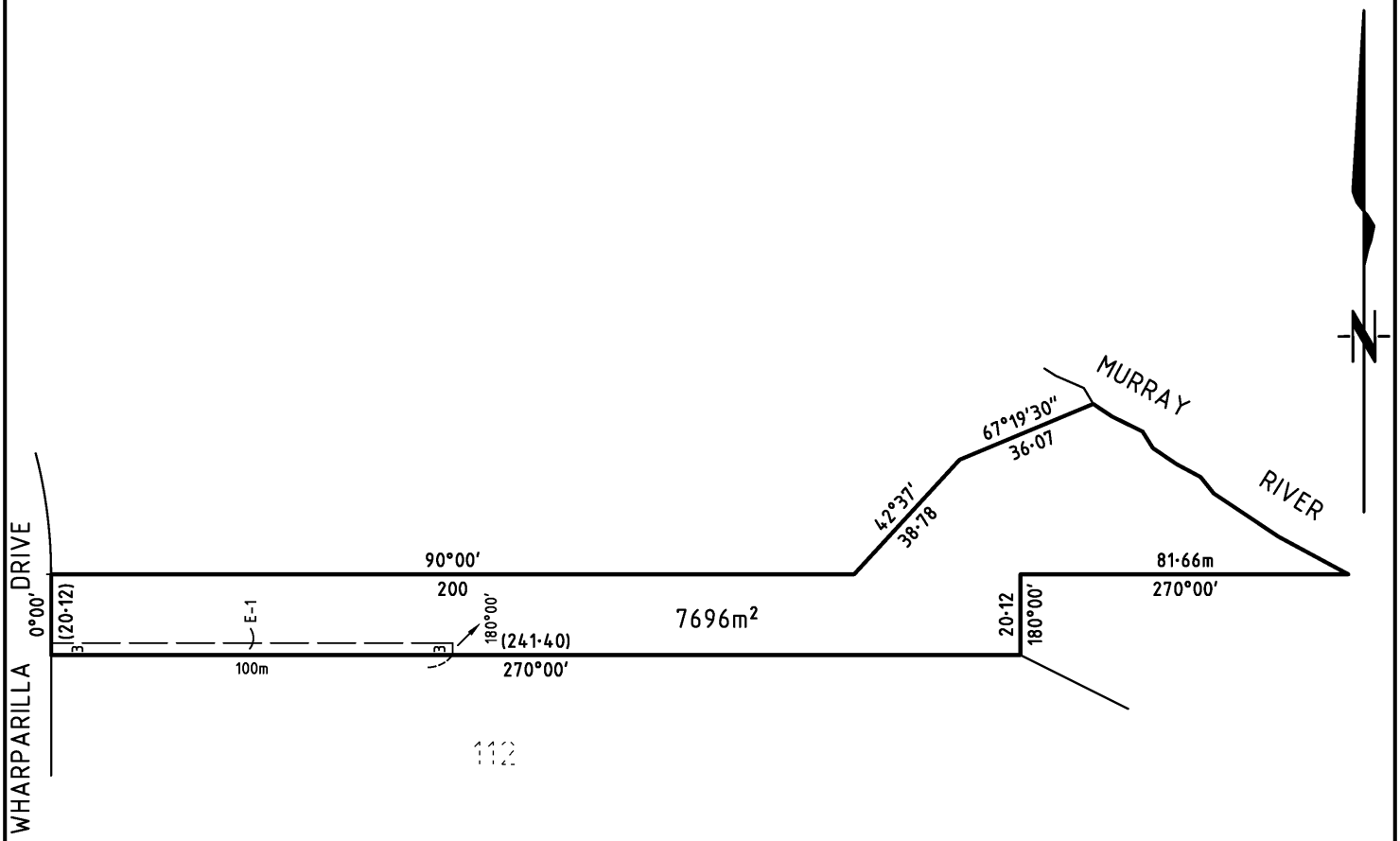
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/ IN FAVOUR OF
E-1	DRAINAGE	3	THIS PLAN	SHIRE OF CAMPASPE

NOTATIONS

DEPTH LIMITATION:
15·24 METRES BELOW THE SURFACE.
APPLIES TO CROWN ALLOTMENT 112A ONLY.

SURVEY: THIS PLAN IS NOT BASED ON SURVEY.

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s).
IN PROCLAIMED SURVEY AREA No.



SURVEYOR'S REF: 16152/34

Chris Smith & ASSOCIATES PTY LTD
· LAND SURVEYORS · CIVIL ENGINEERS
· URBAN & REGIONAL PLANNERS · PROJECT MANAGERS
LEVEL 1 / 135 FRYERS STREET
SHEPPARTON VIC. 3630
PH: (03) 5820 7700
FAX: (03) 5822 4878
www.csmith.com.au

SCALE 1:1250

12·5 6·25 0 12·5 25 37·5 50
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 1 SHEET

Digitally signed by: Bradley Sanders (Chris Smith and Associates Pty Ltd), Surveyor's Plan Version (02), 01/02/2018, SPEAR Ref: S095026C

PLAN REGISTERED
TIME: 9:33am DATE: 20/05/2019
A. Barham
Assistant Registrar of Titles

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Document Type	**Instrument**
Document Identification	**Y004244M**
Number of Pages (excluding this cover sheet)	**1**
Document Assembled	**30/07/2026 11:12**

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Department of Natural Resources and Environment

Land Victoria
CONVERSION DEALING

OFFICE OF TITLES M.T. VICTORIA

Y004244M

$0 GLR

Folio(s) Affected

9573.023 & 9627.164

Details of Endorsement

ENCUMBRANCES REFERRED TO.
THE RIGHTS OF THE CROWN RESERVED IN CROWN GRANT TO TAKE 30.48 METRES ALONG THE BANK OF THE RIVERS MURRAY WHEN REQUIRED

End of Endorsement

Note: Dealings with 'Y' prefix have been created as part of Land Registry's VOTS conversion process. This dealing captures an extract of an endorsement affecting the Folio(s) listed above

Victoria
The Place To Be

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

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

VOLUME 10035 FOLIO 353 Security no : 124137110058G
Produced 30/07/2026 11:12 AM

LAND DESCRIPTION

Lot A on Plan of Subdivision 304182X.
PARENT TITLE Volume 06697 Folio 341
Created by instrument PS304182X 11/09/1991

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WHARPARILLA EAST PTY LTD of 132 WHARPARILLA DRIVE ECHUCA VIC 3564
AT734149J 30/10/2020

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS304182X 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 24365V MH ECHUCA PTY LTD
Effective from 25/07/2024

DOCUMENT END

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Document Type	**Plan**
Document Identification	**PS304182X**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**30/07/2026 11:12**

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PLAN OF SUBDIVISION

STAGE NO.	LTO use only	Plan Number
—	EDITION 1	PS 304182X

Location of Land

Parish: WHARPARILLA

Township: ECHUCA WEST

Section: —

Crown Suburban Allotments: 110, 110^{A}, 110^{C}, 111 & 112

LTO Base Record: T/SHIP.(5 2 6 4)

Title Reference: C/T. VOL. 6697 FOL. 341

Last Plan Reference: —

Postal Address: WHARPARILLA DRIVE, ECHUCA WEST 3564
(at time of subdivision)

AMG Co-ordinates (of approx. centre of land in plan) E 294770 N 6000390 Zone: 55

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
NIL	NIL

Council Certificate and Endorsement

Council Name: CITY OF ECHUCA Ref: 3 7 3

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. ~~This plan is certified under section 11(7) of the Subdivision Act 1988.~~
   ~~Date of original certification under section 6~~ / /
3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/~~has not~~ been made.

~~(ii) The requirement has been satisfied.~~

~~(iii) The requirement is to be satisfied in Stage~~.....

Council delegate
Council seal

Date 8 / 10 / 90

~~Re-certified under section 11(7) of the Subdivision Act 1988~~

Council Delegate
Council Seal

Date / /

Notations

Staging This ~~is~~/is not a staged subdivision
Planning Permit No. 1435

Depth Limitation
DOES NOT APPLY.

LOT A IS THE RESULT OF THIS SURVEY.

PARTS OF LOTS A & B ARE SUBJECT TO INUNDATION BY FLOODING.

WATERWAY NOTATION:
LOT B IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE

Survey This plan is/~~is not~~ based on survey

This survey has been connected to permanent marks no(s)
In Proclaimed Survey Area No.

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

LTO use only

Statement of Compliance/ Exemption Statement

Received ✓

Date 4 / 9 / 91

LTO use only

PLAN REGISTERED

TIME

DATE 11 / 9 / '91

.....
Assistant Registrar of Titles

Sheet 1 of 2 Sheets

CARR McNAMARA & MUIR PTY
consulting engineers and surveyors
169 WYNDHAM STREET, SHEPPARTON, VIC. 3630. PO BOX 1088 TEL. (058) 21 1699

LICENSED SURVEYOR (PRINT) GRAEME L. FOLLETT

SIGNATURE..... DATE 20 / 7 / 90

REF 6239 VERSION 1

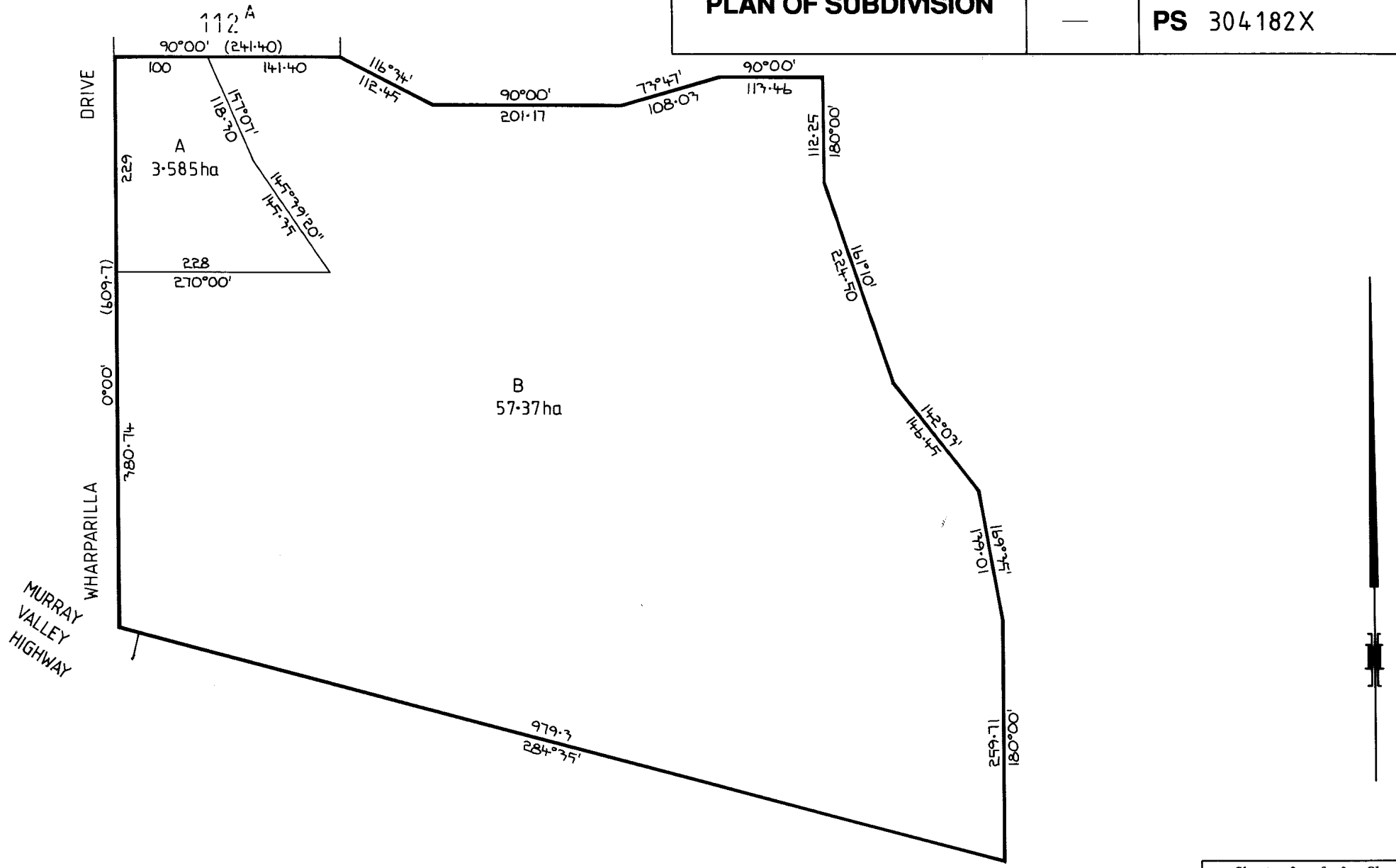
DATE 8 / 10 / 90
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

T.O.1

PLAN OF SUBDIVISION

Stage No.	Plan Number
—	PS 304182X



Sheet 2 of 2 Sheets

CARR McNAMARA & MUIR PTY.
consulting engineers and surveyors
168 WYNDHAM STREET, SHEPPARTON, VIC, 3630. PO BOX 1088 TEL. (058) 21 1638

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1:4000	A3

SCALE
40 0 80 160
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) GRAEME L. FOLLETT
SIGNATURE ..... DATE 20/7/90
REF 6239 VERSION 1

DATE 8/10/90
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 mm

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

VOLUME 10035 FOLIO 354 Security no : 124137110052N
Produced 30/07/2026 11:12 AM

LAND DESCRIPTION

Lot B on Plan of Subdivision 304182X.
PARENT TITLE Volume 06697 Folio 341

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WHARPARILLA EAST PTY LTD of 132 WHARPARILLA DRIVE ECHUCA VIC 3564
AT734149J 30/10/2020

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS304182X 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 24365V MH ECHUCA PTY LTD
Effective from 25/07/2024

DOCUMENT END

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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1281016

APPLICANT'S NAME & ADDRESS

MELVILLE & HICKS C/- LANDATA

DOCKLANDS

VENDOR

WHARPARILLA EAST PTY LTD

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

639782

This certificate is issued for:

PLAN PC377616 ALSO KNOWN AS WHARPARILLA DRIVE ECHUCA
CAMPASPE SHIRE

The land is covered by the:
CAMPASPE PLANNING SCHEME

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

The land:

- is included in a	GENERAL RESIDENTIAL ZONE
and a	LOW DENSITY RESIDENTIAL ZONE
and a	URBAN FLOODWAY ZONE
- is within a	FLOODWAY OVERLAY
and a	ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1
and a	LAND SUBJECT TO INUNDATION OVERLAY
and a	DEVELOPMENT PLAN OVERLAY - SCHEDULE 5
and a	BUSHFIRE MANAGEMENT OVERLAY
and a	SPECIFIC CONTROLS OVERLAY

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/campaspe)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

11 August 2026

Sonya Kilkenny
Minister for Planning

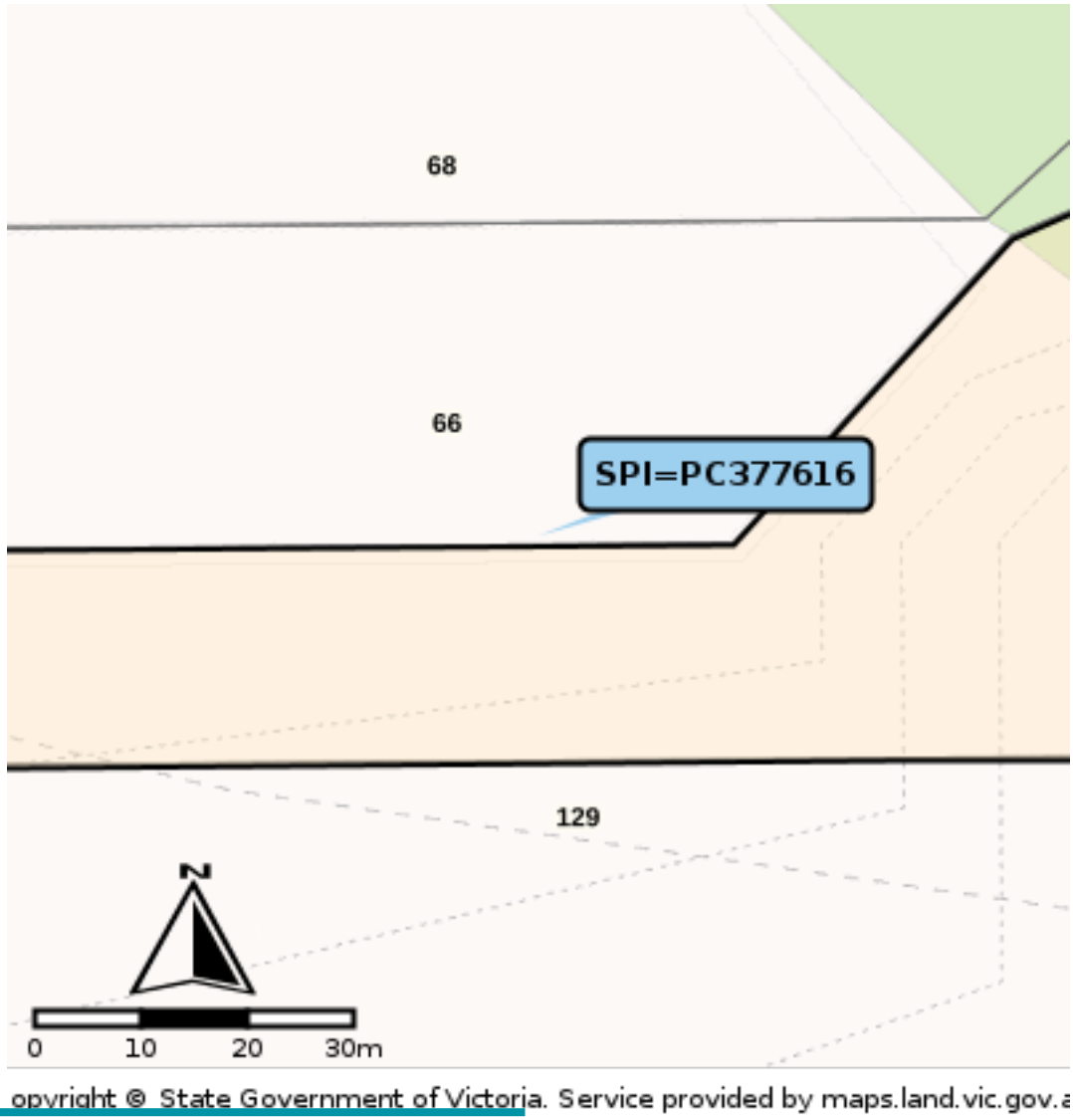
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The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

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

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



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

Privacy Statement

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

VICTORIA State Government

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1047326

APPLICANT'S NAME & ADDRESS

SAM MCCLUSKEY C/- GXS

MELBOURNE

VENDOR

WHARPARILLA EAST PTY LTD

PURCHASER

PURPOSES, INFORMATION

REFERENCE

20220391

This certificate is issued for:

LOT A PLAN PS304182 ALSO KNOWN AS 129 WHARPARILLA DRIVE ECHUCA
CAMPASPE SHIRE

The land is covered by the:

CAMPASPE PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE
- is within a BUSHFIRE MANAGEMENT OVERLAY
and a SPECIFIC CONTROLS OVERLAY
and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 5
and a LAND SUBJECT TO INUNDATION OVERLAY

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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E: landata.enquiries@servictoria.com.au

09 July 2024

Sonya Kilkenny
Minister for Planning

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VICTORIA State Government

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1047421

APPLICANT'S NAME & ADDRESS

SAM MCCLUSKEY C/- GXS

MELBOURNE

VENDOR

WHARPARILLA EAST PTY LTD

PURCHASER

PURPOSES, INFORMATION

REFERENCE

20220391

This certificate is issued for:

LOT B PLAN PS304182 ALSO KNOWN AS 129 WHARPARILLA DRIVE ECHUCA
CAMPASPE SHIRE

The land is covered by the:
CAMPASPE PLANNING SCHEME

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

The land:

- is included in a	URBAN FLOODWAY ZONE
and a	GENERAL RESIDENTIAL ZONE
- is within a	DEVELOPMENT PLAN OVERLAY - SCHEDULE 5
and a	SPECIFIC CONTROLS OVERLAY
and a	ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1
and a	LAND SUBJECT TO INUNDATION OVERLAY
and a	BUSHFIRE MANAGEMENT OVERLAY

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

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09 July 2024

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VICTORIA State Government

PROPERTY REPORT

Energy, Environment and Climate Action

Created at 26 August 2026 04:14 PM

PROPERTY DETAILS

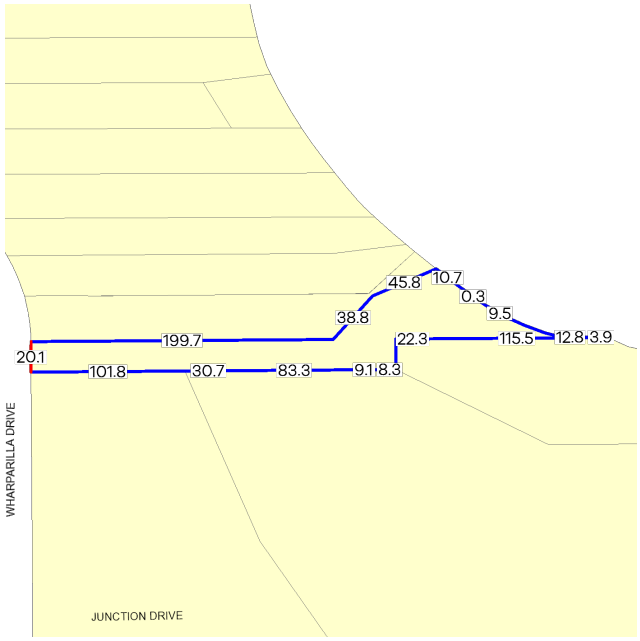
Lot and Plan Number:	**Plan PC377616**
Address:	**129 WHARPARILLA DRIVE ECHUCA 3564**
Standard Parcel Identifier (SPI):	**PC377616**
Local Government Area (Council):	**CAMPASPE**
Council Property Number:	**29987 (Part)**
Directory Reference:	**Vicroads 31 D3**

www.campaspe.vic.gov.au

Note: There are 2 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 8396 sq. m
Perimeter: 827 m
For this property:
Site boundaries
Road frontages

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

14 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

This is 1 parcel of 4 parcels comprising this property.The parcel searched for is marked with an * in the table below

	Lot/Plan or Crown Description	SPI
*	Plan PC377616	PC377616
	Lot A PS304182	A\PS304182
	Lot B PS304182	B\PS304182
	Lot 7 PS643231	7\PS643231

UTILITIES

Rural Water Corporation:	**Goulburn-Murray Water**
Urban Water Corporation:	**Coliban Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**MURRAY PLAINS**

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PROPERTY REPORT

Energy, Environment and Climate Action

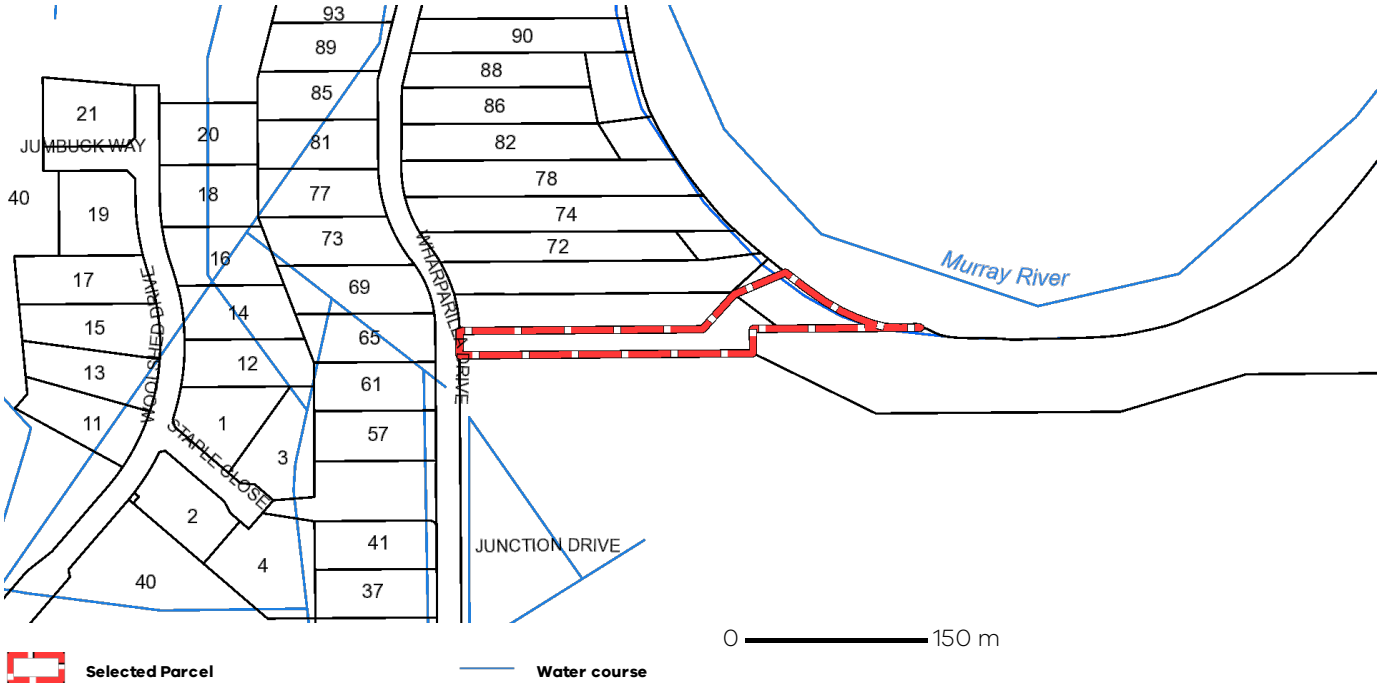
PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this parcel 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



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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 26 August 2026 04:15 PM

PROPERTY DETAILS

Lot and Plan Number:	**Plan PC377616**
Address:	**129 WHARPARILLA DRIVE ECHUCA 3564**
Standard Parcel Identifier (SPI):	**PC377616**
Local Government Area (Council):	**CAMPASPE** www.campaspe.vic.gov.au
Council Property Number:	**29987 (Part)**
Planning Scheme:	**Campaspe** Planning Scheme - Campaspe
Directory Reference:	**Vicroads 31 D3**

This parcel is one of 4 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:	**Coliban Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**MURRAY PLAINS**

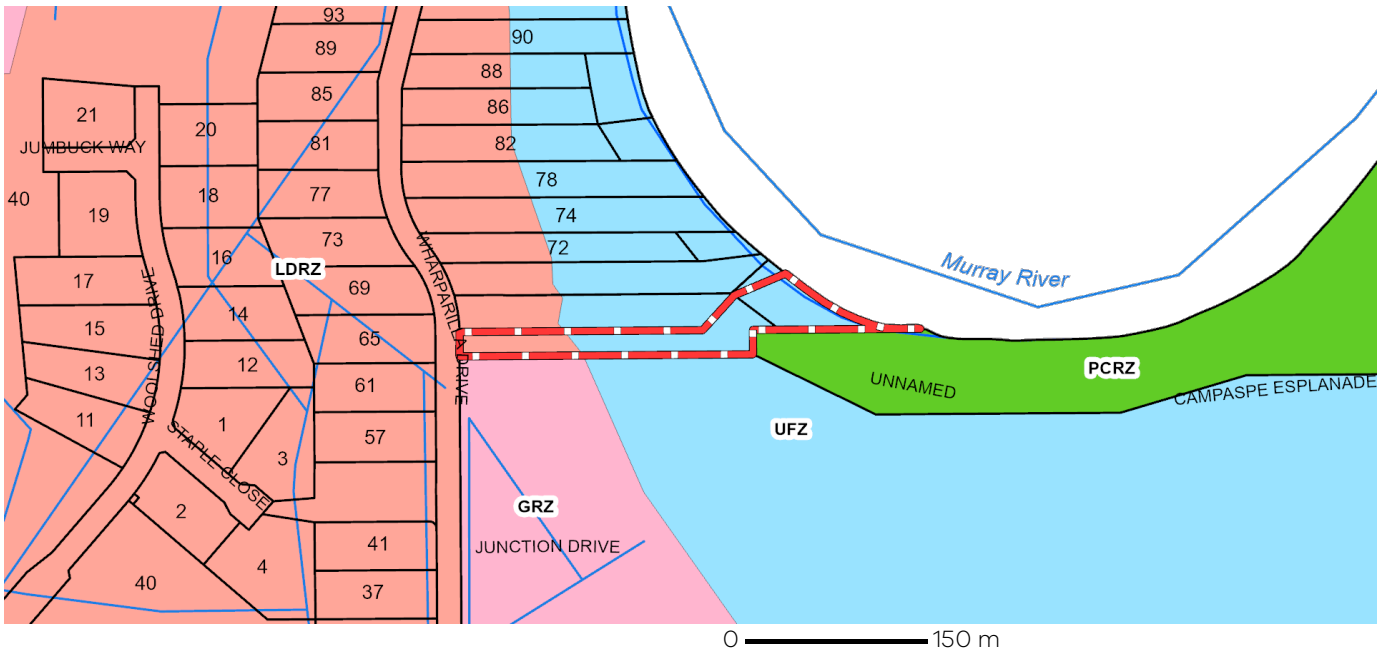
OTHER

Registered Aboriginal Party:	**Yorta Yorta Nation Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)
LOW DENSITY RESIDENTIAL ZONE (LDRZ)
SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE (LDRZ)
URBAN FLOODWAY ZONE (UFZ)
SCHEDULE TO THE URBAN FLOODWAY ZONE (UFZ)



GRZ - General Residential
LDRZ - Low Density Residential; LDRZ6
PCRZ - Public Conservation and Resource
UFZ - Urban Floodway
Water course

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

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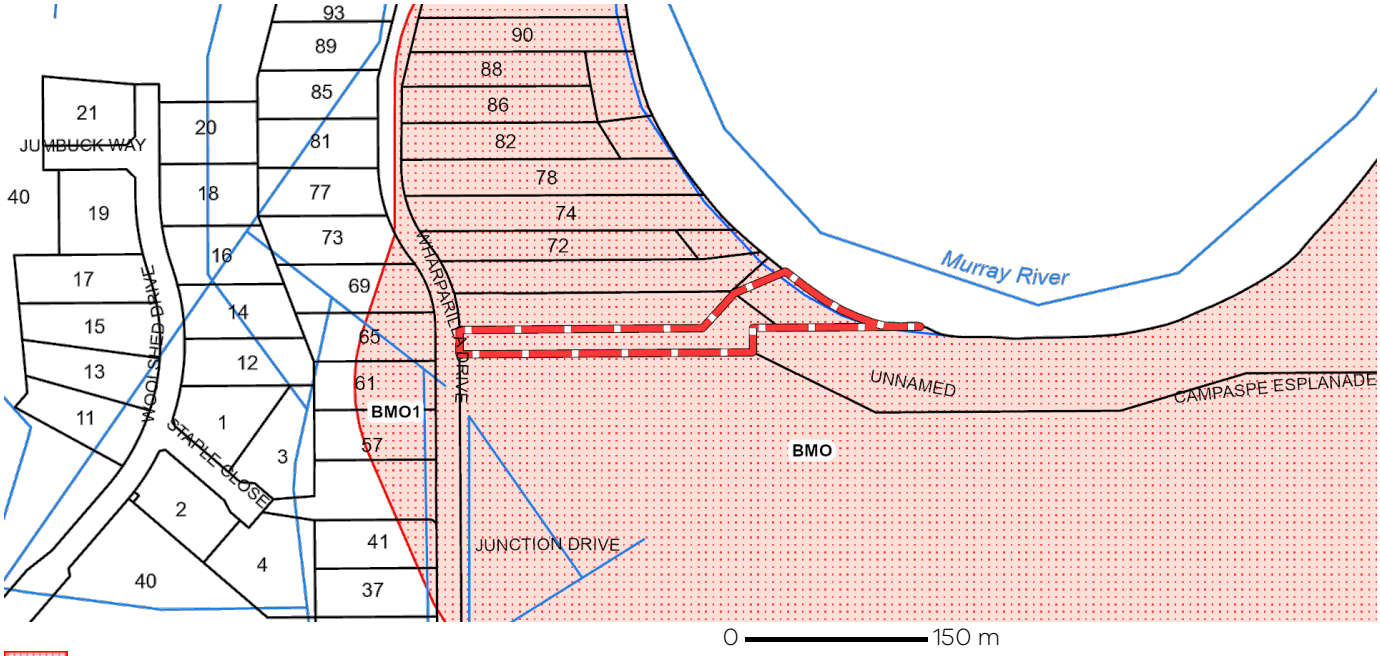
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PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

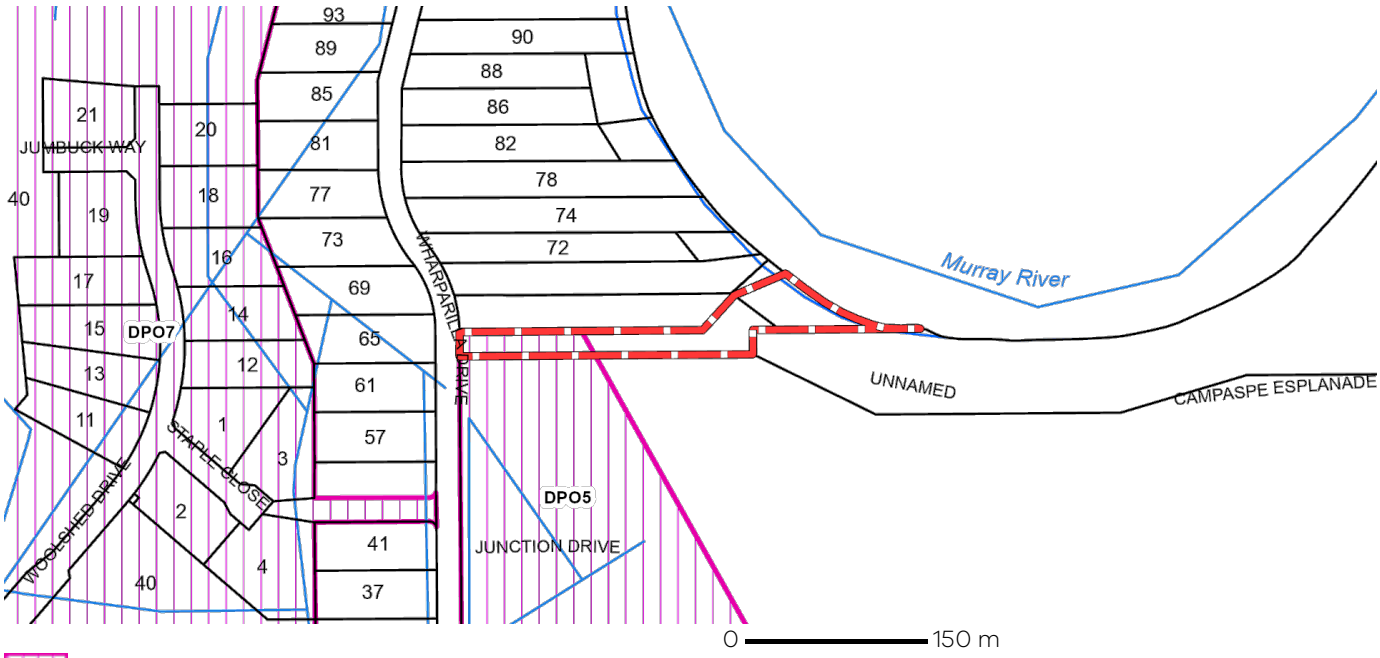


BMO - Bushfire Management Overlay **Water course**

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)



DPO - Development Plan Overlay **Water course**

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

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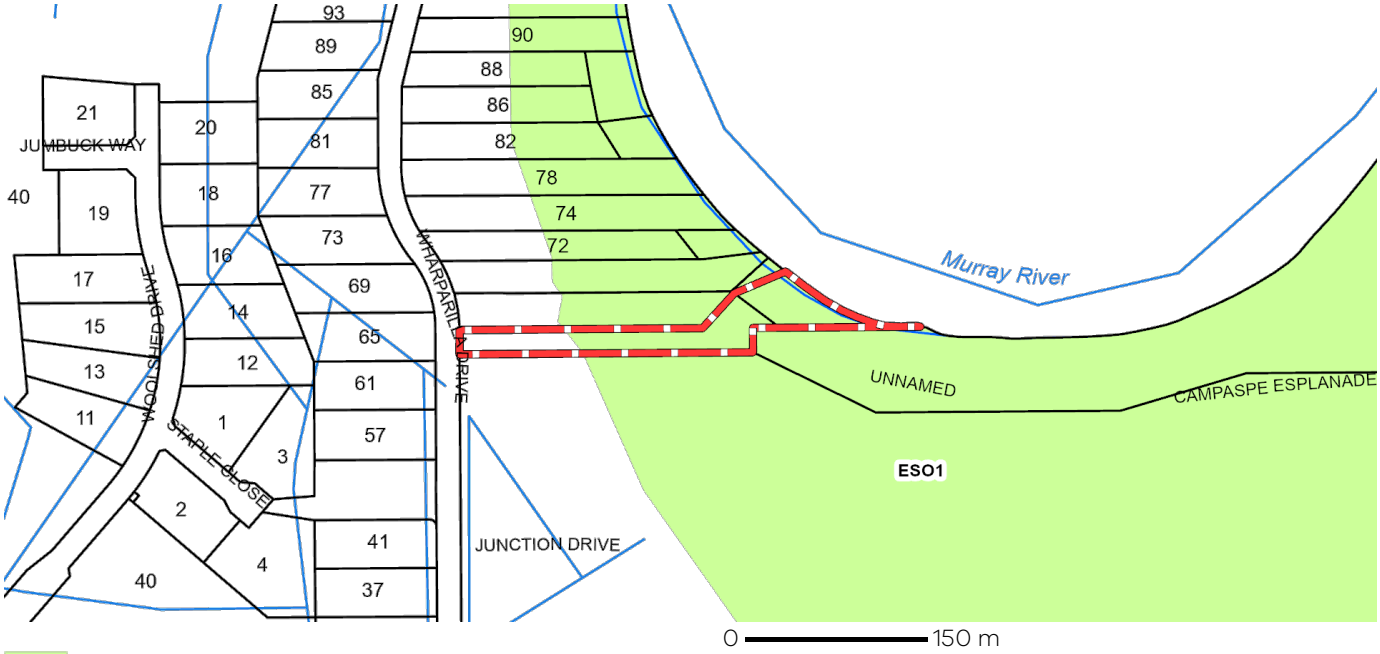
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)

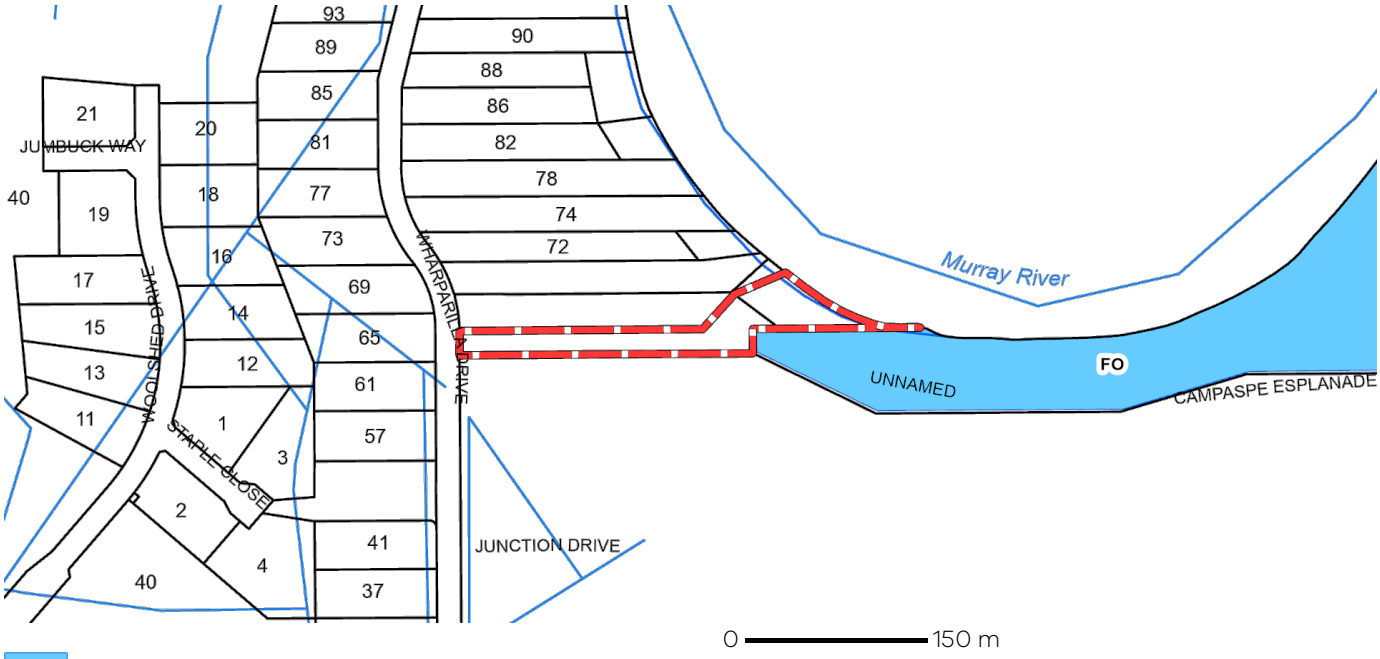


ESO - Environmental Significance Overlay **Water course**

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

FLOODWAY OVERLAY (FO)

FLOODWAY OVERLAY SCHEDULE (FO)



FO - Floodway Overlay **Water course**

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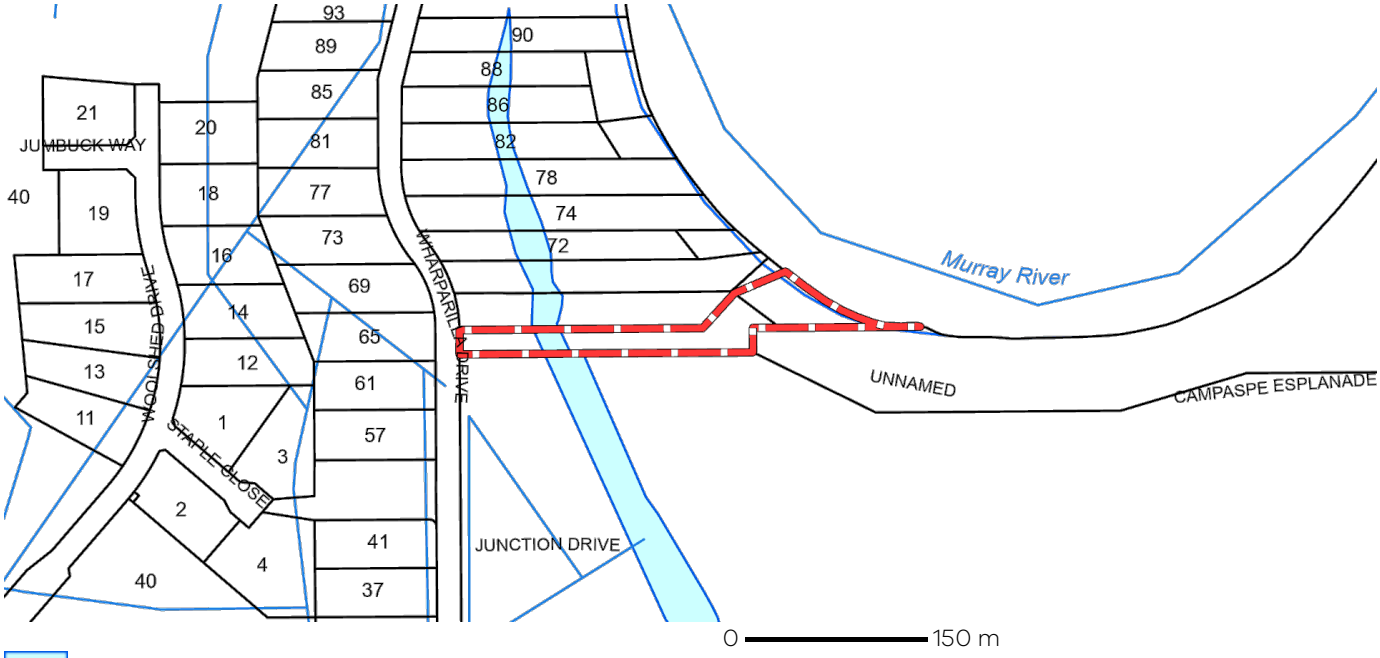
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)

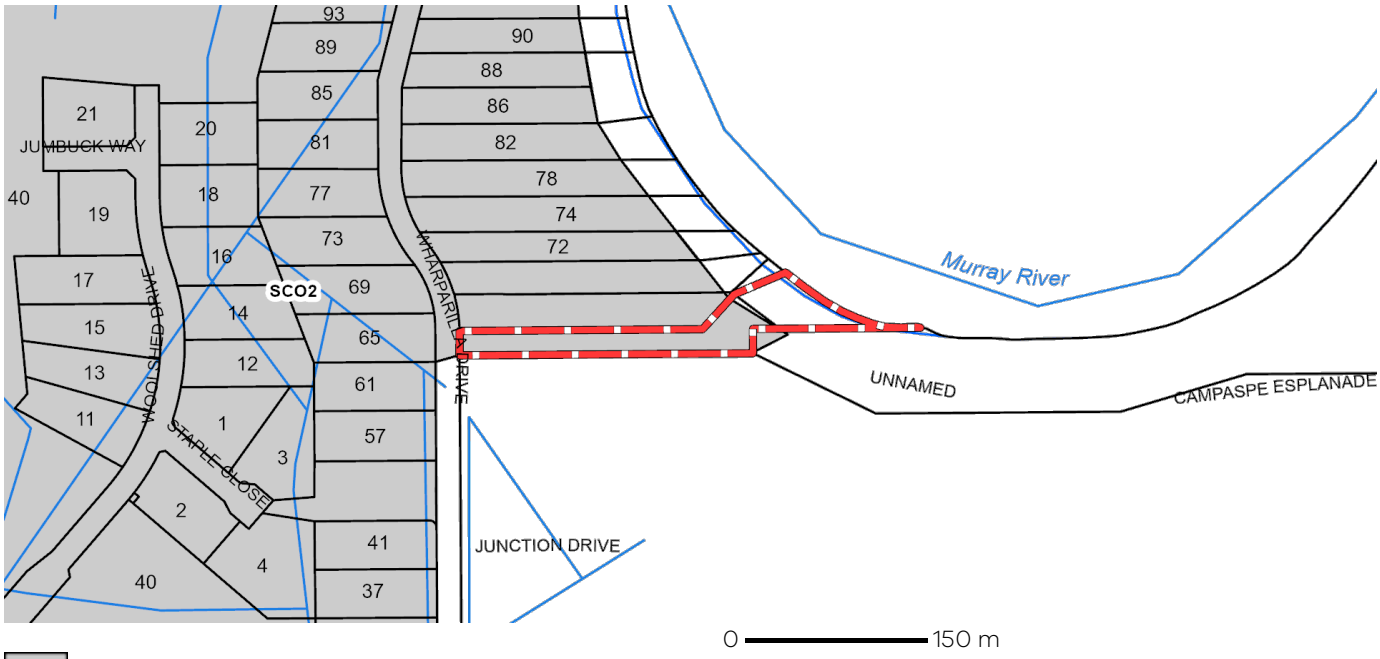


LSIO - Land Subject to Inundation Overlay **Water course**

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SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - PS MAP REF SCO2 SCHEDULE (SCO2)



SCO - Specific Controls Overlay **Water course**

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

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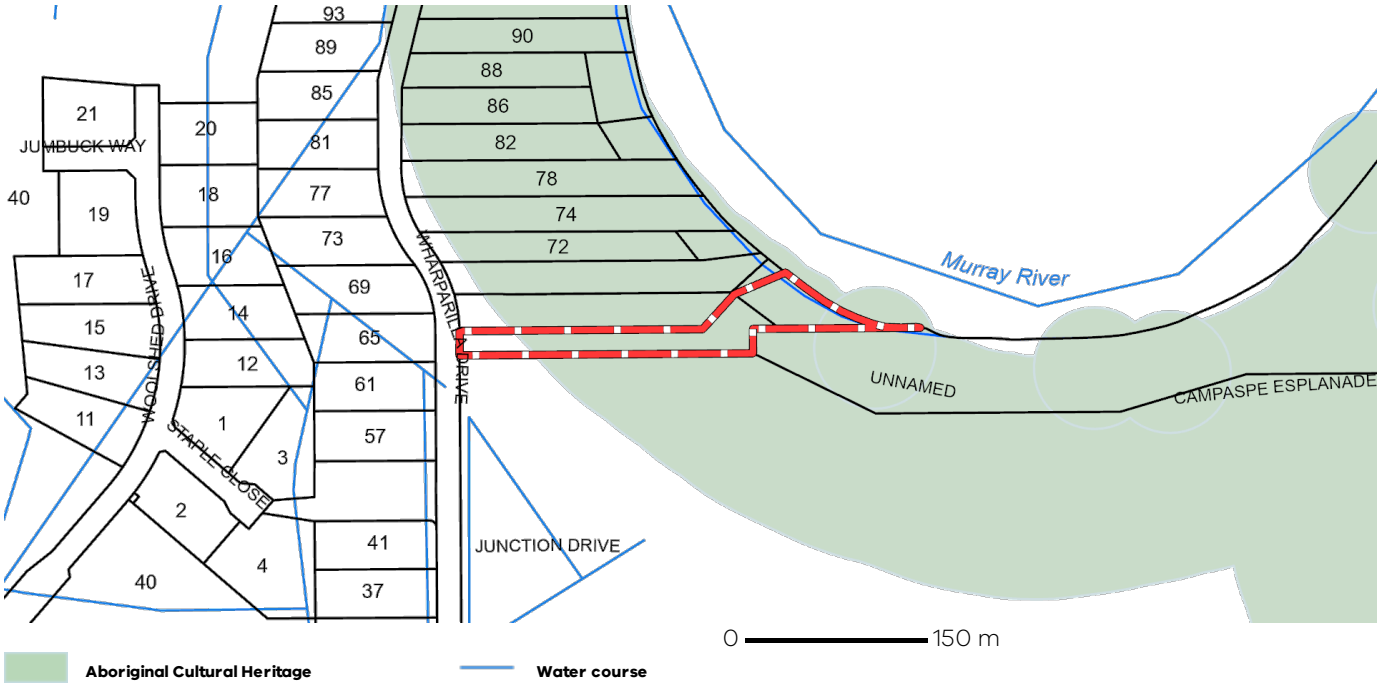
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Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

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

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

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

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

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PLANNING PROPERTY REPORT

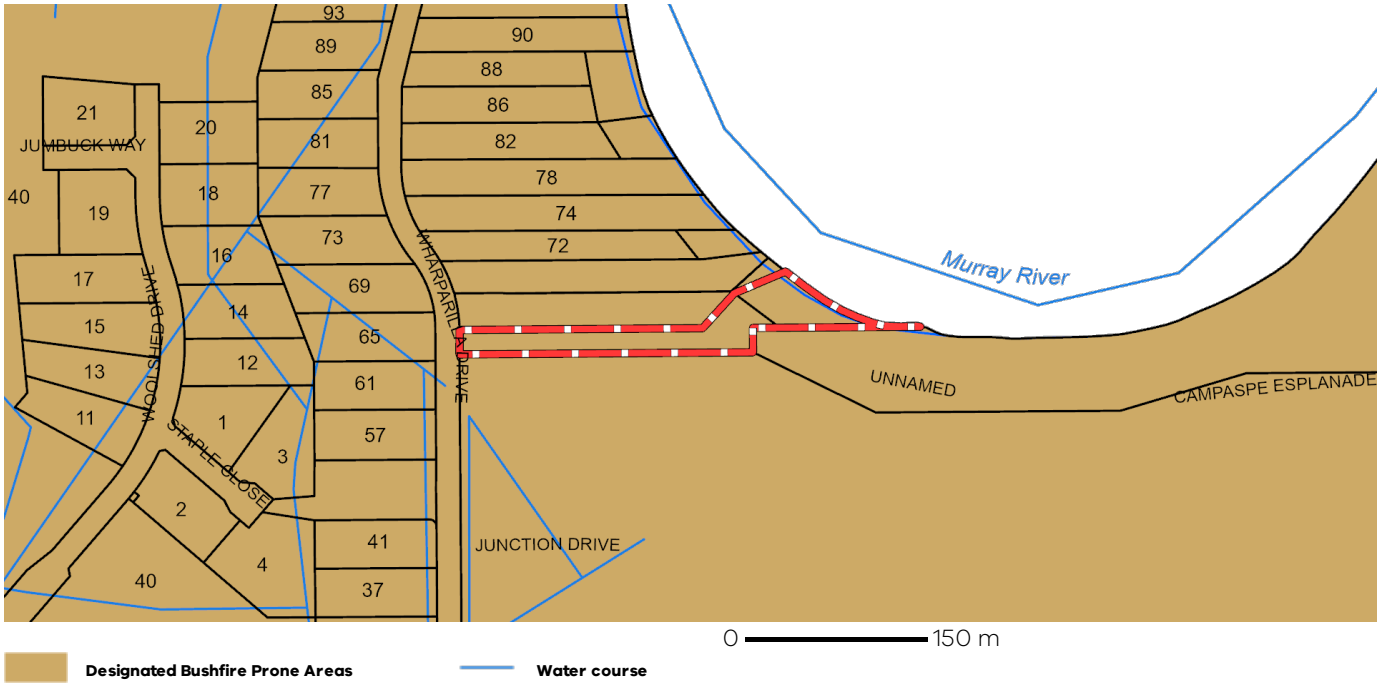
Department of Transport and Planning

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

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

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PROPERTY REPORT

Energy, Environment and Climate Action

Created at 26 August 2026 04:17 PM

PROPERTY DETAILS

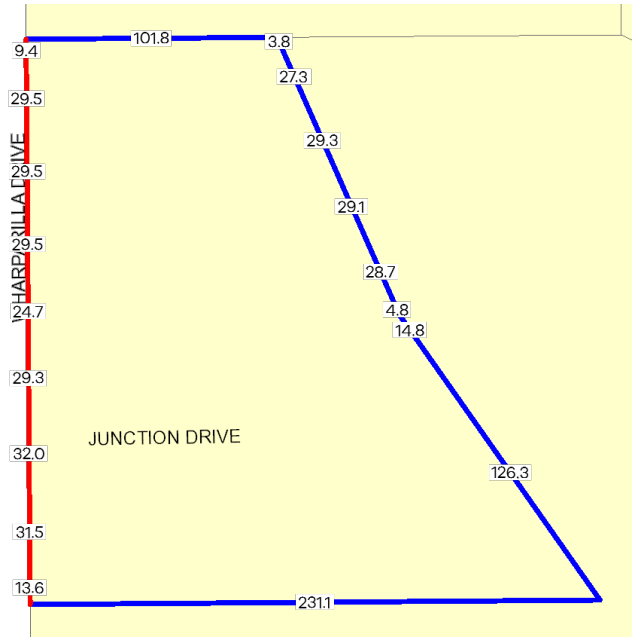
Lot and Plan Number:	**Lot A PS304182**
Address:	**129 WHARPARILLA DRIVE ECHUCA 3564**
Standard Parcel Identifier (SPI):	**A\PS304182**
Local Government Area (Council):	**CAMPASPE**
Council Property Number:	**29987 (Part)**
Directory Reference:	**Vicroads 31 D3**

www.campaspe.vic.gov.au

Note: There are 2 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 36386 sq. m (3.64 ha)
Perimeter: 826 m
For this property:
— Site boundaries
— Road frontages

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

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

This is 1 parcel of 4 parcels comprising this property.The parcel searched for is marked with an * in the table below

	Lot/Plan or Crown Description	SPI
	Plan PC377616	PC377616
*	Lot A PS304182	A\PS304182
	Lot B PS304182	B\PS304182
	Lot 7 PS643231	7\PS643231

UTILITIES

Rural Water Corporation:	**Goulburn-Murray Water**
Urban Water Corporation:	**Coliban Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**MURRAY PLAINS**

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PROPERTY REPORT

Energy, Environment and Climate Action

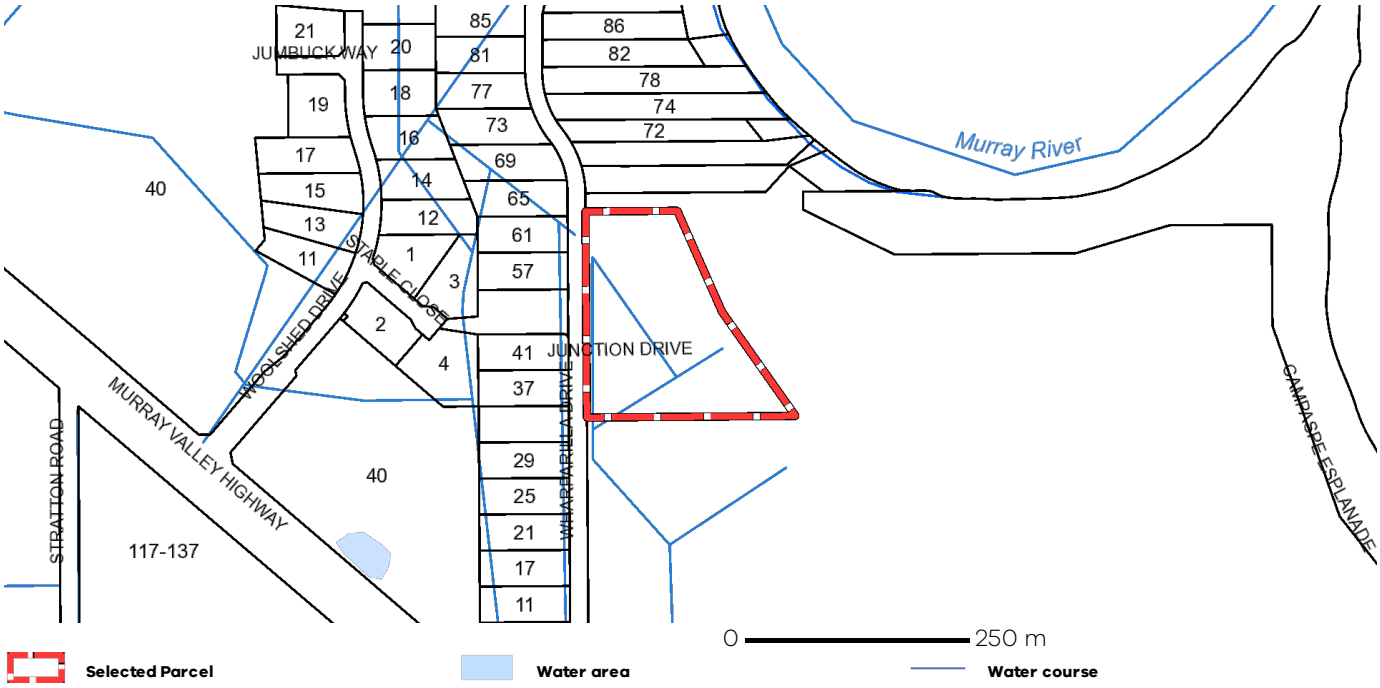
PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this parcel 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



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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 26 August 2026 04:18 PM

PROPERTY DETAILS

Lot and Plan Number:	**Lot A PS304182**
Address:	**129 WHARPARILLA DRIVE ECHUCA 3564**
Standard Parcel Identifier (SPI):	**A\PS304182**
Local Government Area (Council):	**CAMPASPE** www.campaspe.vic.gov.au
Council Property Number:	**29987 (Part)**
Planning Scheme:	**Campaspe** Planning Scheme - Campaspe
Directory Reference:	**Vicroads 31 D3**

This parcel is one of 4 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:	**Coliban Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**MURRAY PLAINS**

OTHER

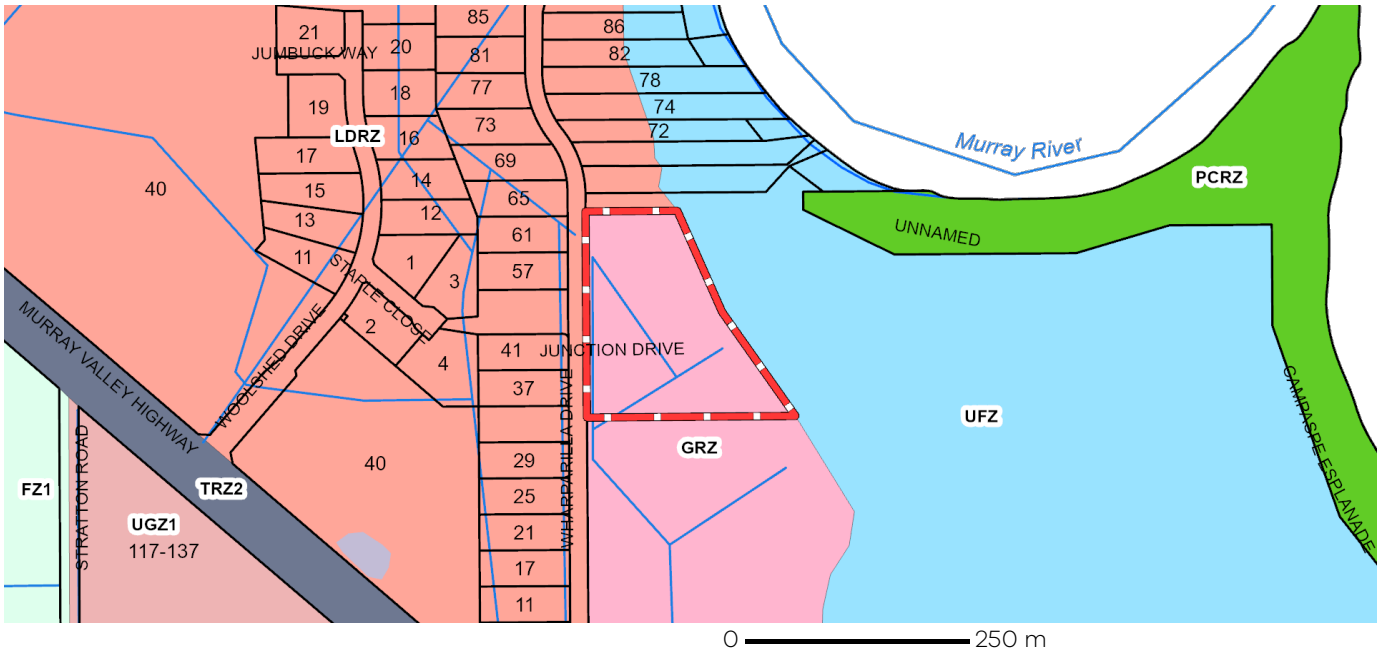
Registered Aboriginal Party:	**Yorta Yorta Nation Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)



FZ - Farming | GRZ - General Residential | LDRZ - Low Density Residential; LDRZ6

PCRZ - Public Conservation and Resource | TRZ2 - Principal Road Network | UFZ - Urban Floodway

UGZ - Urban Growth | Water area | Water course

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

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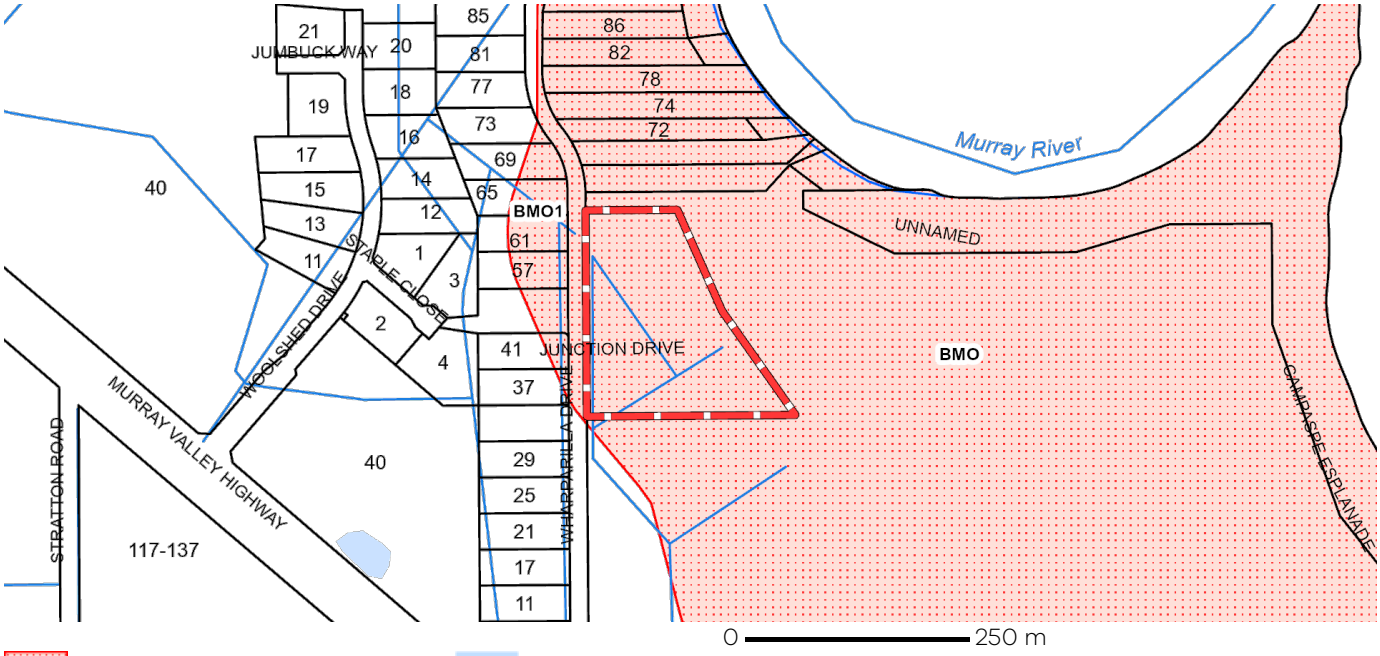
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PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

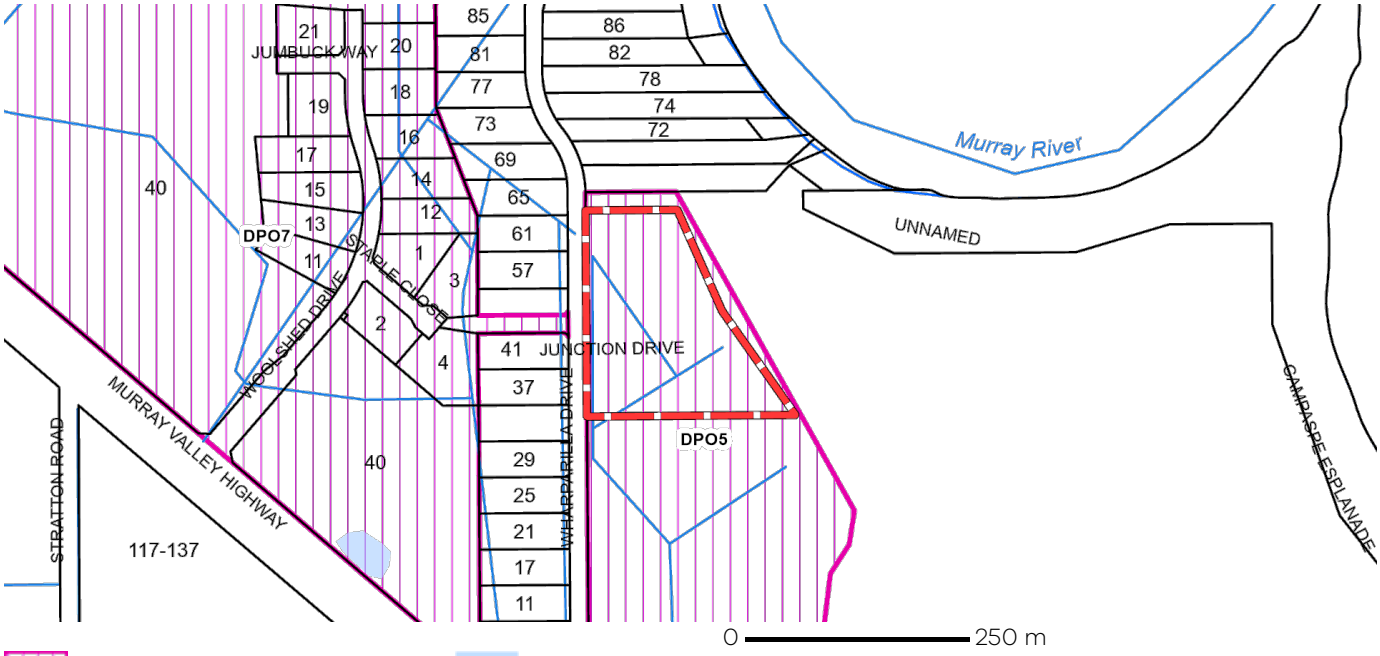


BMO - Bushfire Management Overlay **Water area** **Water course**

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)



DPO - Development Plan Overlay **Water area** **Water course**

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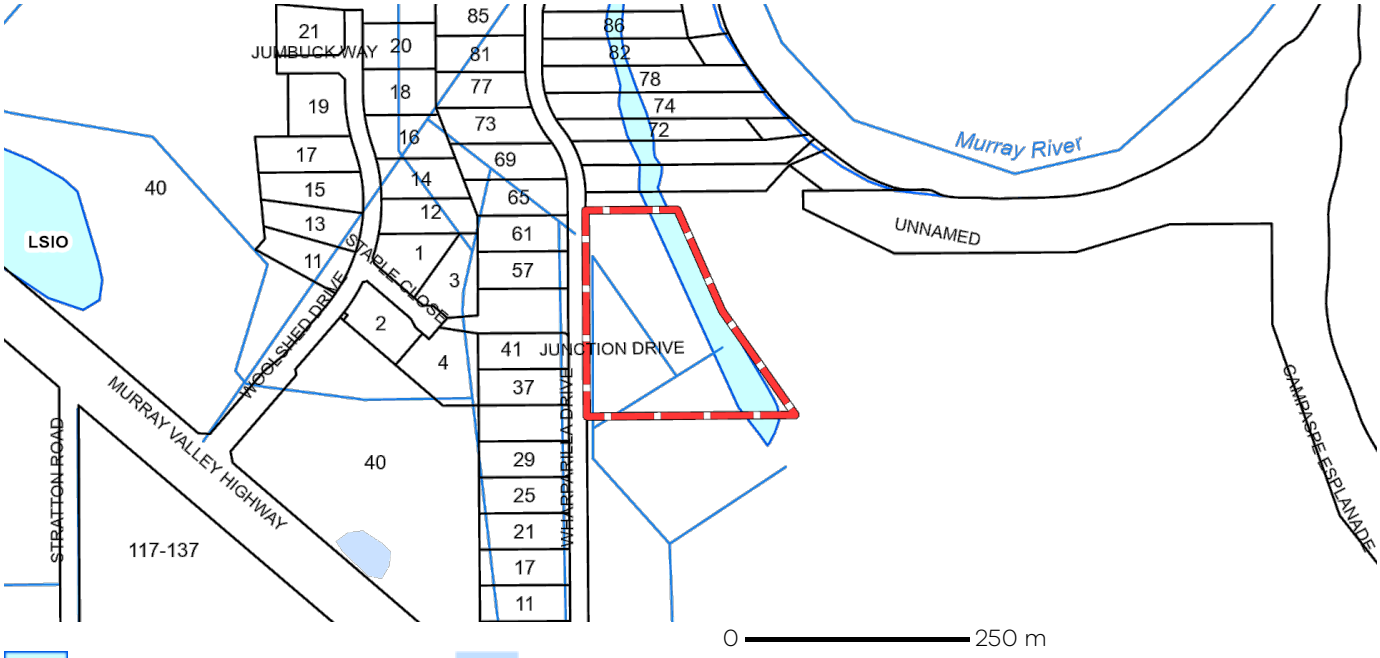
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



LSIO - Land Subject to Inundation Overlay **Water area** **Water course**

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OTHER OVERLAYS

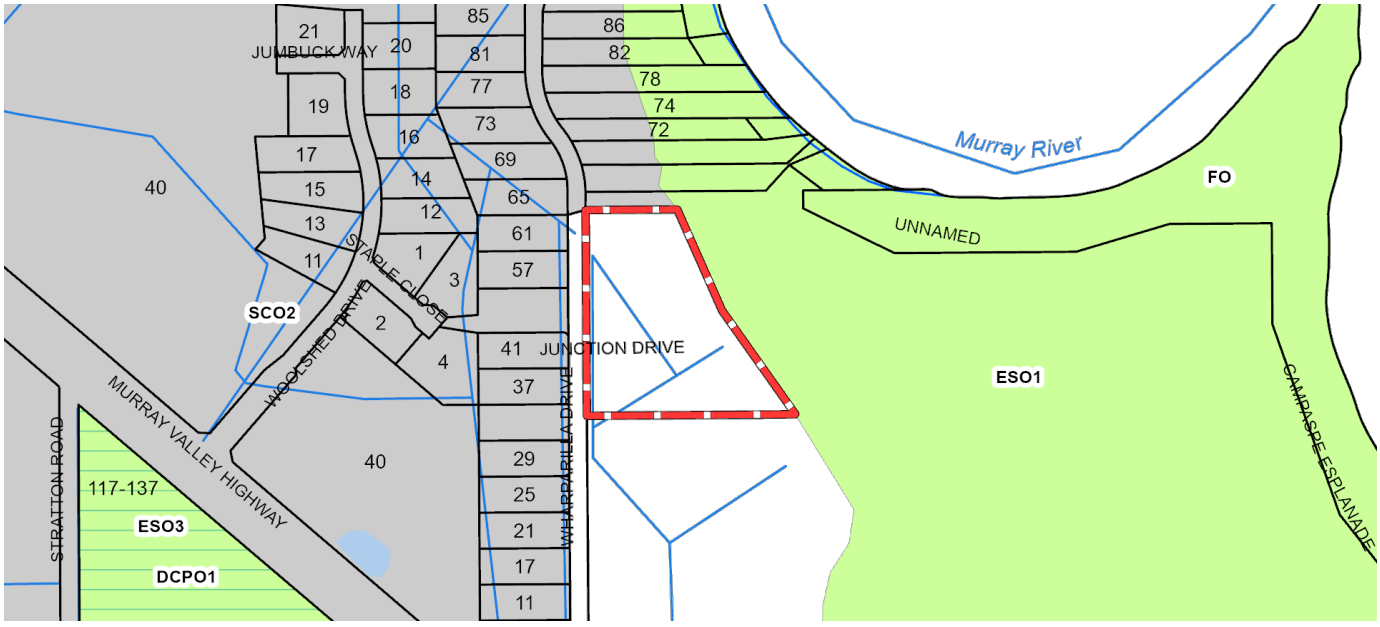
Other overlays in the vicinity not directly affecting this land

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

FLOODWAY OVERLAY (FO)

SPECIFIC CONTROLS OVERLAY (SCO)



DCPO - Development Contributions Plan Overlay **ESO - Environmental Significance Overlay** **FO - Floodway Overlay**

SCO - Specific Controls Overlay **Water area**

Water course

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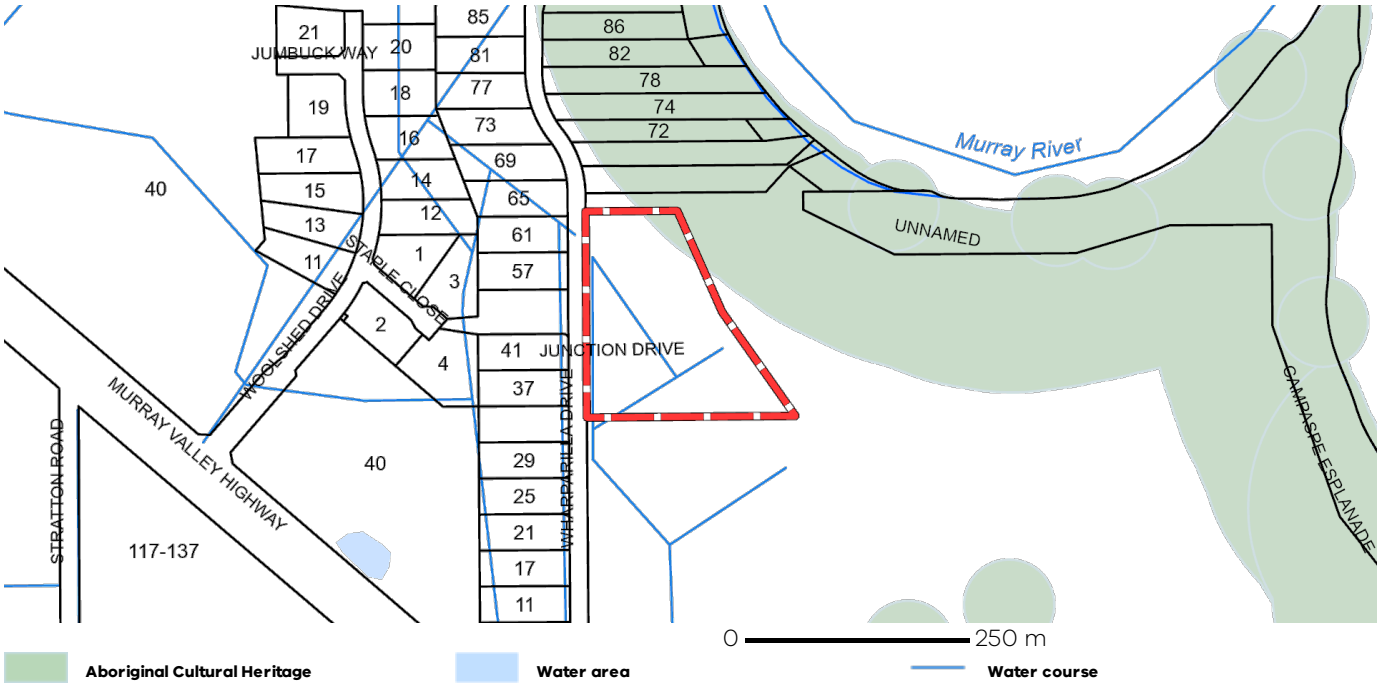
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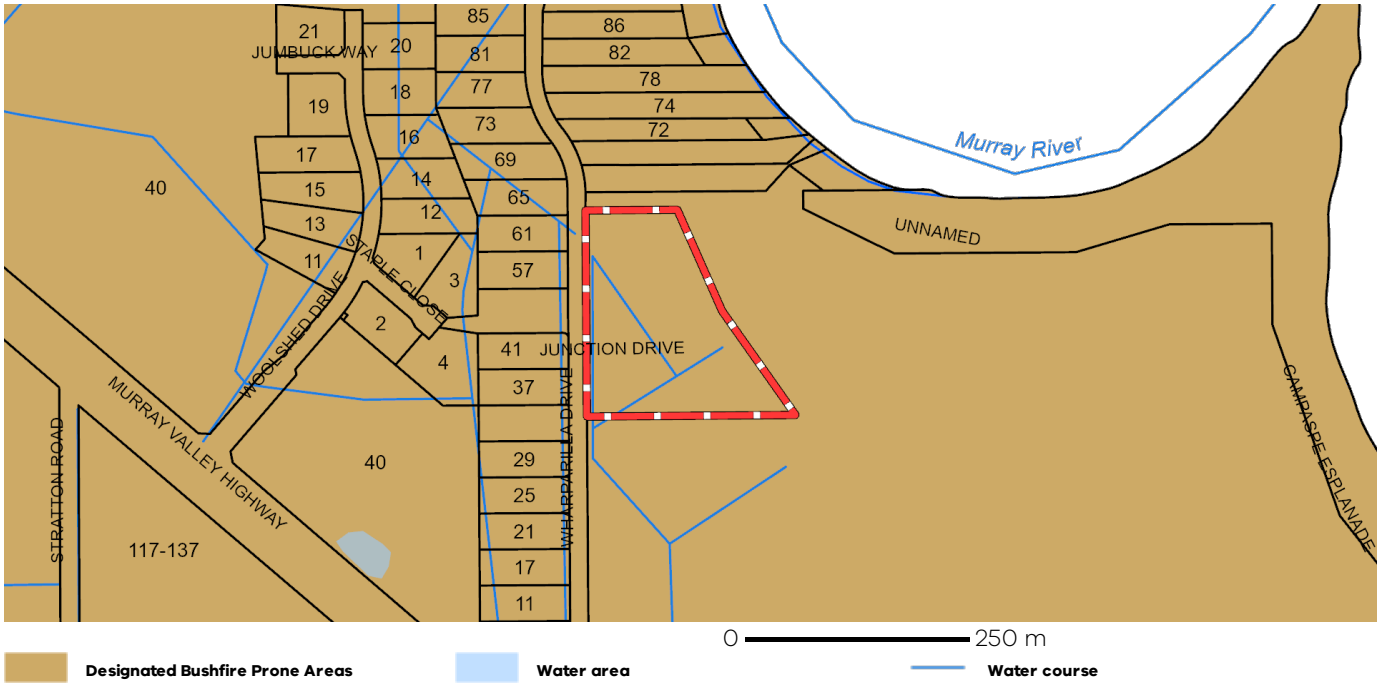
Department of Transport and Planning

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

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

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PROPERTY REPORT

Energy, Environment and Climate Action

Created at 26 August 2026 04:19 PM

PROPERTY DETAILS

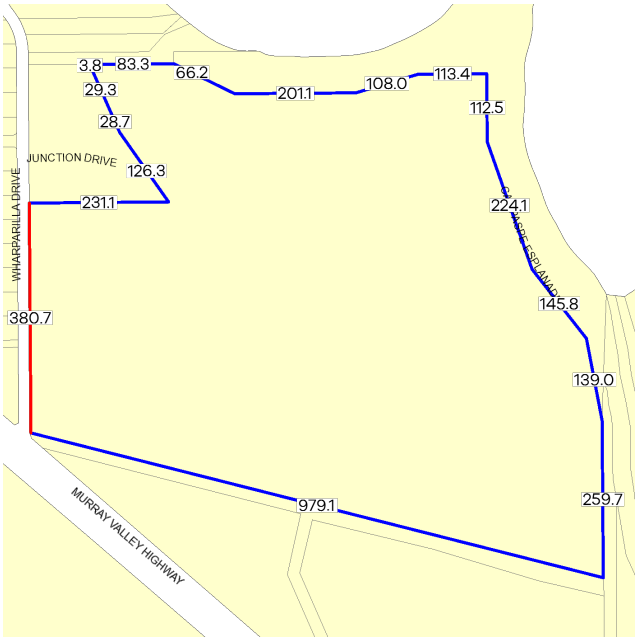
Lot and Plan Number:	**Lot B PS304182**
Address:	**129 WHARPARILLA DRIVE ECHUCA 3564**
Standard Parcel Identifier (SPI):	**B\PS304182**
Local Government Area (Council):	**CAMPASPE**
Council Property Number:	**29987 (Part)**
Directory Reference:	**Vicroads 31 D3**

www.campaspe.vic.gov.au

Note: There are 2 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 572948 sq. m (57.29 ha)
Perimeter: 3411 m
For this property:
— Site boundaries
— Road frontages

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

9 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

This is 1 parcel of 4 parcels comprising this property.The parcel searched for is marked with an * in the table below

	Lot/Plan or Crown Description	SPI
	Plan PC377616	PC377616
	Lot A PS304182	A\PS304182
*	Lot B PS304182	B\PS304182
	Lot 7 PS643231	7\PS643231

UTILITIES

Rural Water Corporation:	**Goulburn-Murray Water**
Urban Water Corporation:	**Coliban Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**MURRAY PLAINS**

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PROPERTY REPORT

Energy, Environment and Climate Action

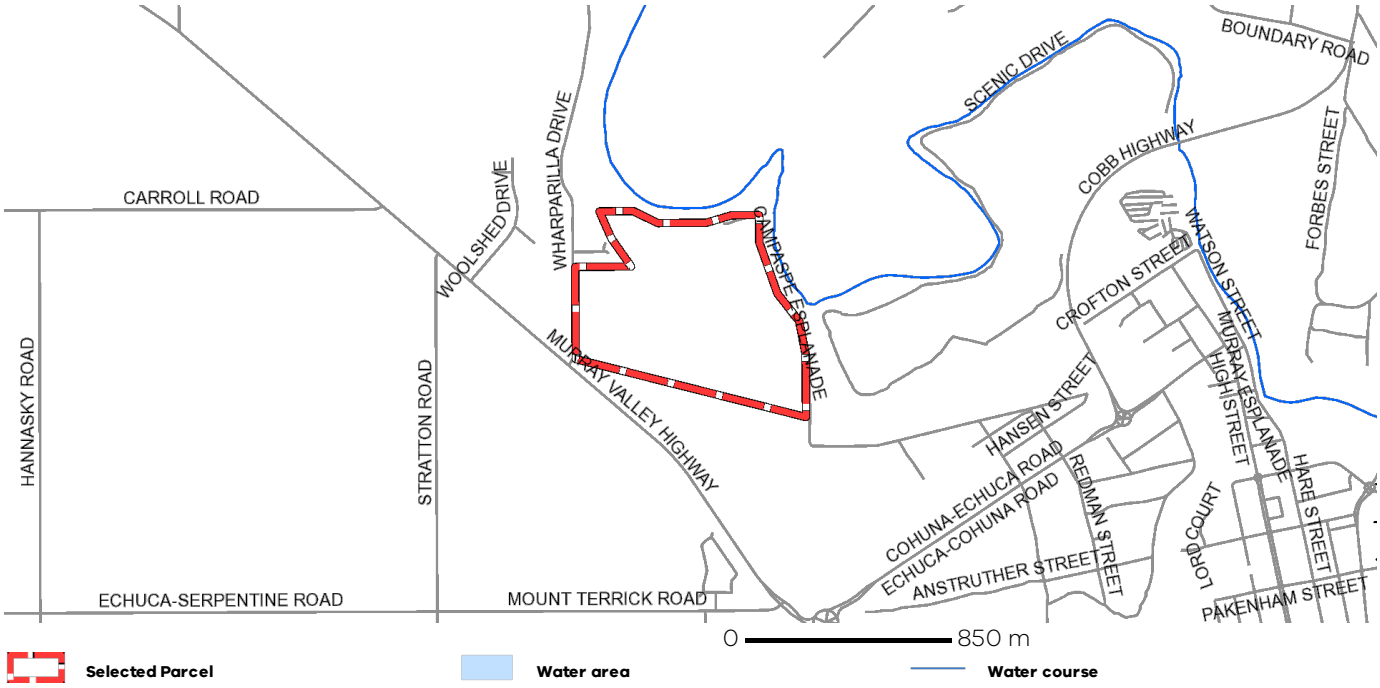
PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this parcel 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



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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 26 August 2026 04:20 PM

PROPERTY DETAILS

Lot and Plan Number:	**Lot B PS304182**	
Address:	**129 WHARPARILLA DRIVE ECHUCA 3564**	
Standard Parcel Identifier (SPI):	**B\PS304182**	
Local Government Area (Council):	**CAMPASPE**	www.campaspe.vic.gov.au
Council Property Number:	**29987 (Part)**	
Planning Scheme:	**Campaspe**	Planning Scheme - Campaspe
Directory Reference:	**Vicroads 31 D3**	

This parcel is one of 4 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:	**Coliban Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**MURRAY PLAINS**

OTHER

Registered Aboriginal Party:	**Yorta Yorta Nation Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

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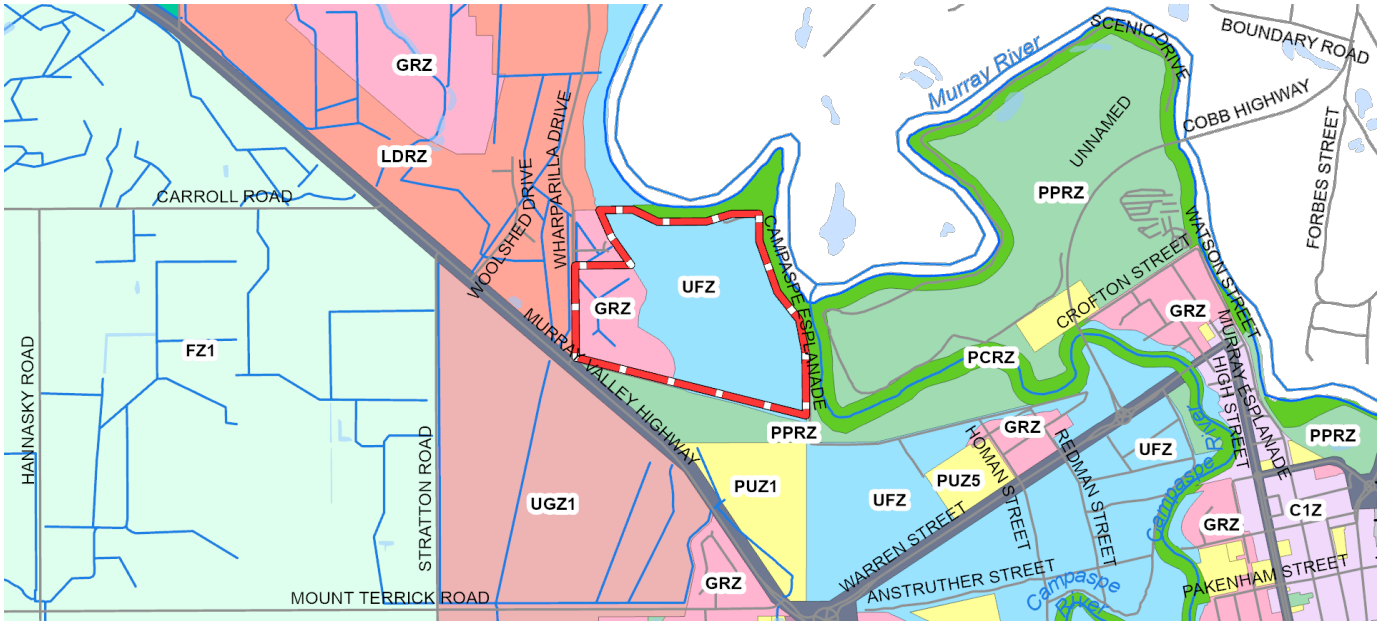
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PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)
URBAN FLOODWAY ZONE (UFZ)
SCHEDULE TO THE URBAN FLOODWAY ZONE (UFZ)



C1Z - Commercial 1	C2Z - Commercial 2	FZ - Farming
GRZ - General Residential	LDRZ - Low Density Residential; LDRZ6	PCRZ - Public Conservation and Resource
PPRZ - Public Park and Recreation	PUZ1 - Public Use-Service and Utility	PUZ2 - Public Use-Education
PUZ5 - Public Use-Cemetery/Crematorium	PUZ6 - Public Use-Local Government	PUZ7 - Public Use-Other Public Use
RAZ - Rural Activity	TRZ1 - State Transport Infrastructure	TRZ2 - Principal Road Network
UFZ - Urban Floodway	UGZ - Urban Growth	Water area
Water course		

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

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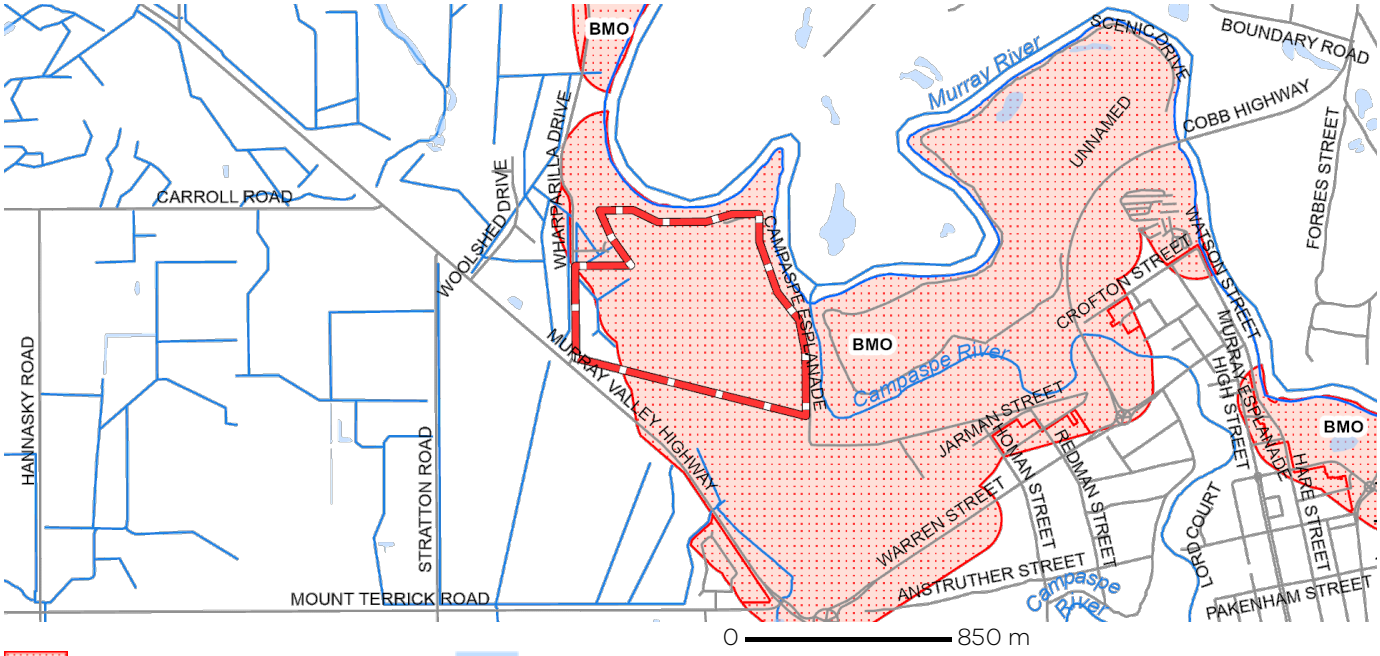
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PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

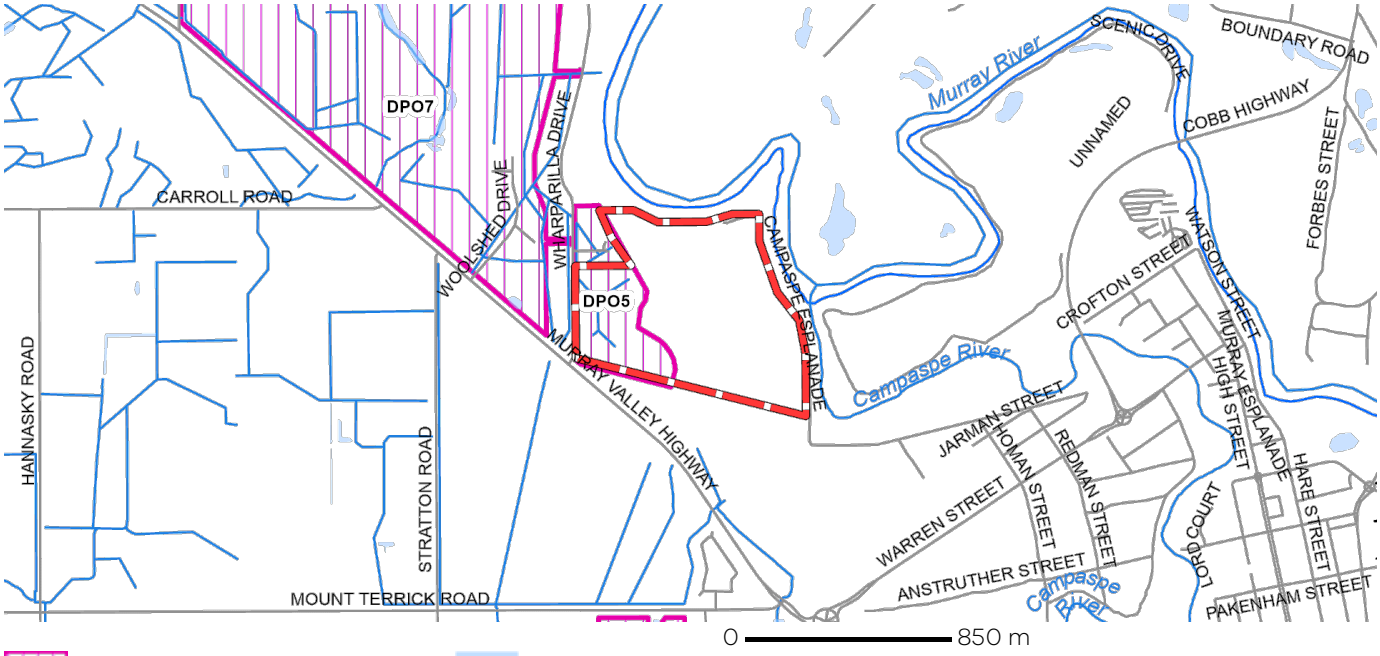


BMO - Bushfire Management Overlay **Water area** **Water course**

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)



DPO - Development Plan Overlay **Water area** **Water course**

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

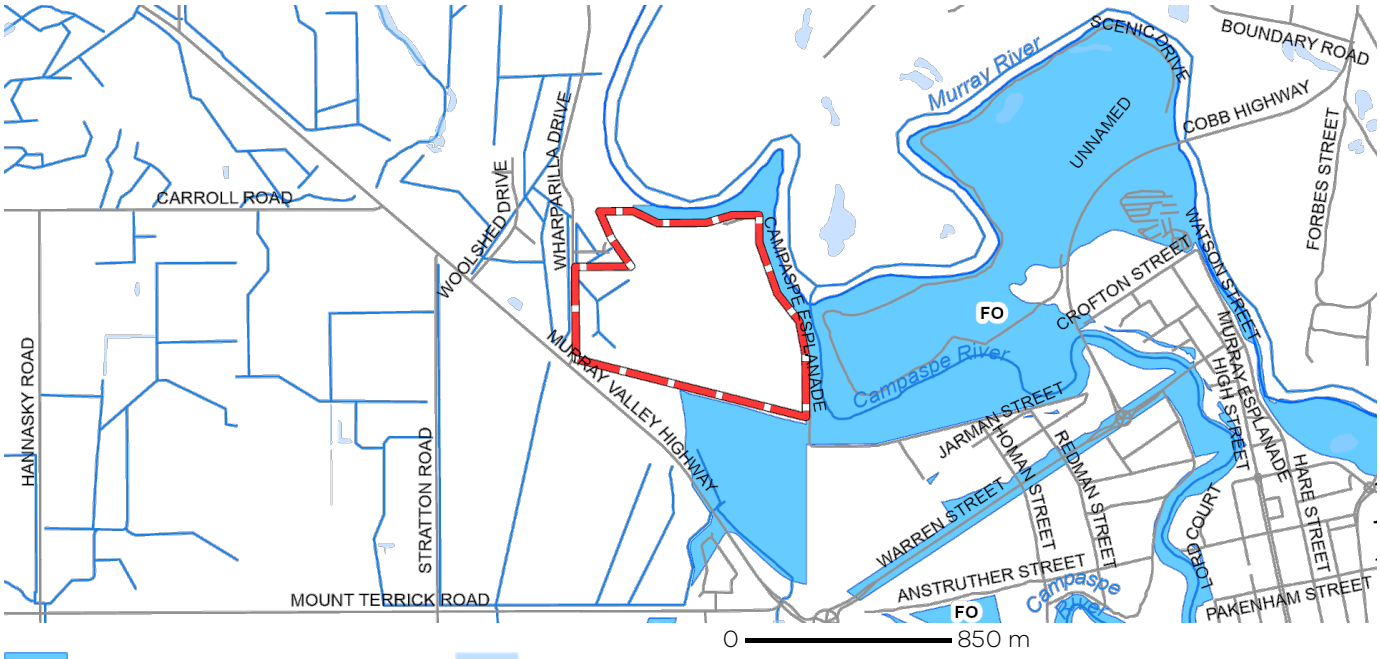
ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)



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

FLOODWAY OVERLAY (FO)

FLOODWAY OVERLAY SCHEDULE (FO)



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

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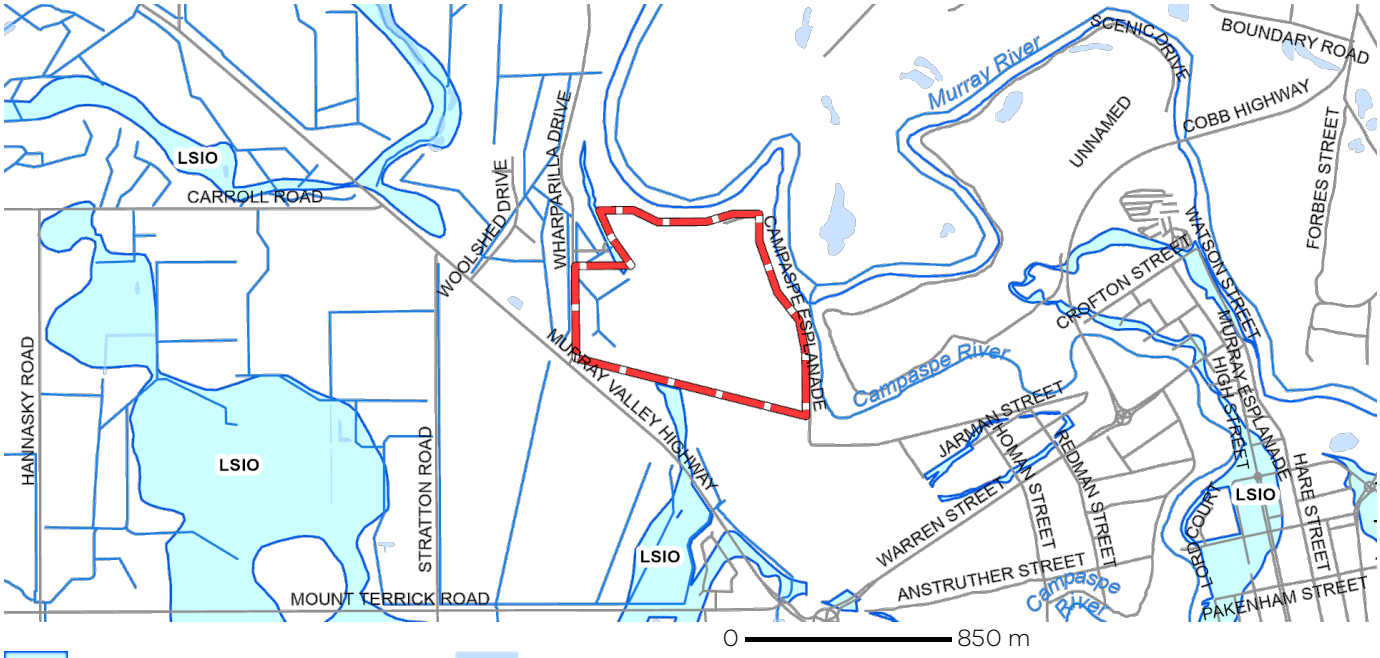
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



LSIO - Land Subject to Inundation Overlay **Water area** **Water course**

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

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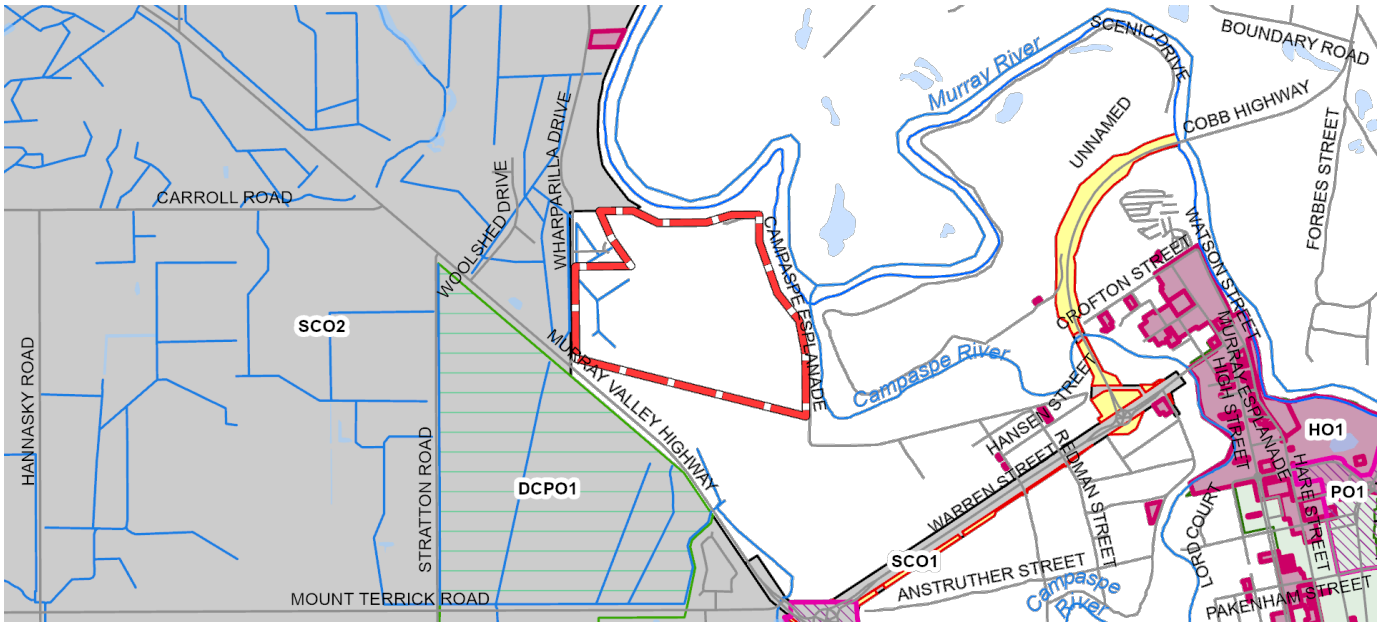
PLANNING PROPERTY REPORT

Department of Transport and Planning

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DESIGN AND DEVELOPMENT OVERLAY (DDO)
HERITAGE OVERLAY (HO)
PUBLIC ACQUISITION OVERLAY (PAO)
PARKING OVERLAY (PO)
SPECIFIC CONTROLS OVERLAY (SCO)



DCPO - Development Contributions Plan Overlay
DDO - Design and Development Overlay
HO - Heritage Overlay
SCO - Specific Controls Overlay
PAO - Public Acquisition Overlay
PO - Parking Overlay
Water area
Water course

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

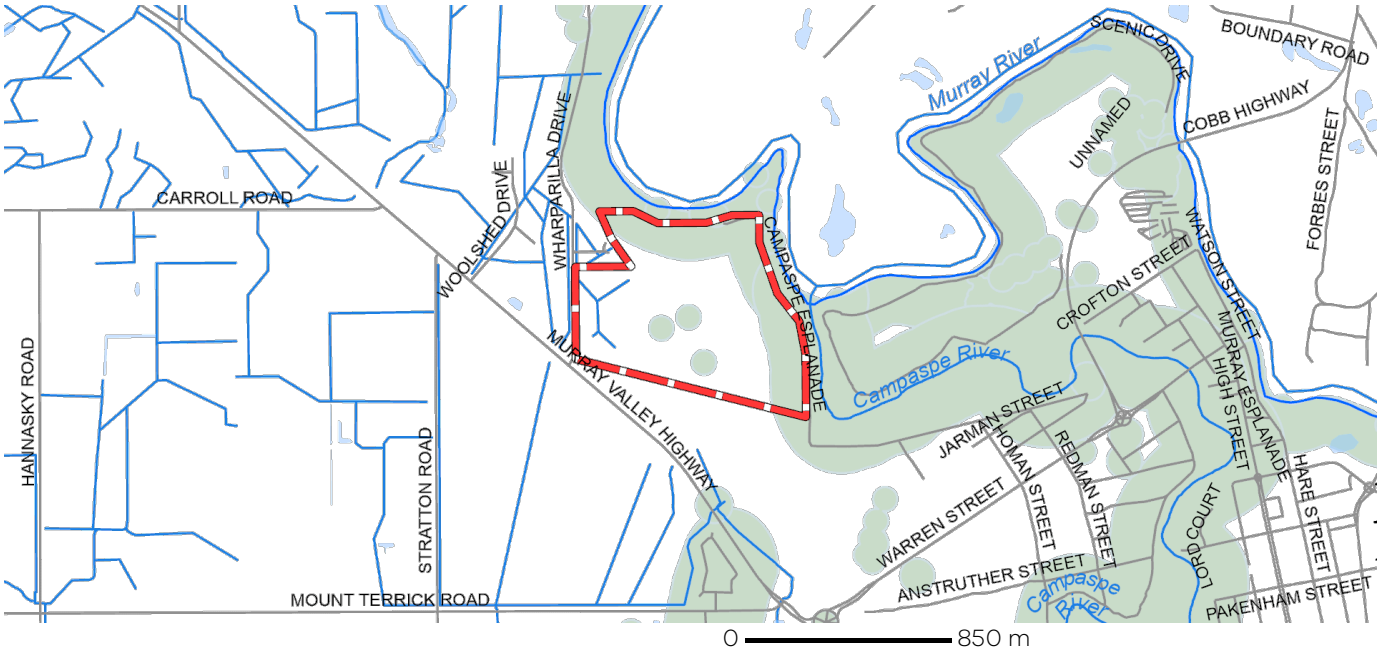
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 25 August 2026.

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

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

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

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

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

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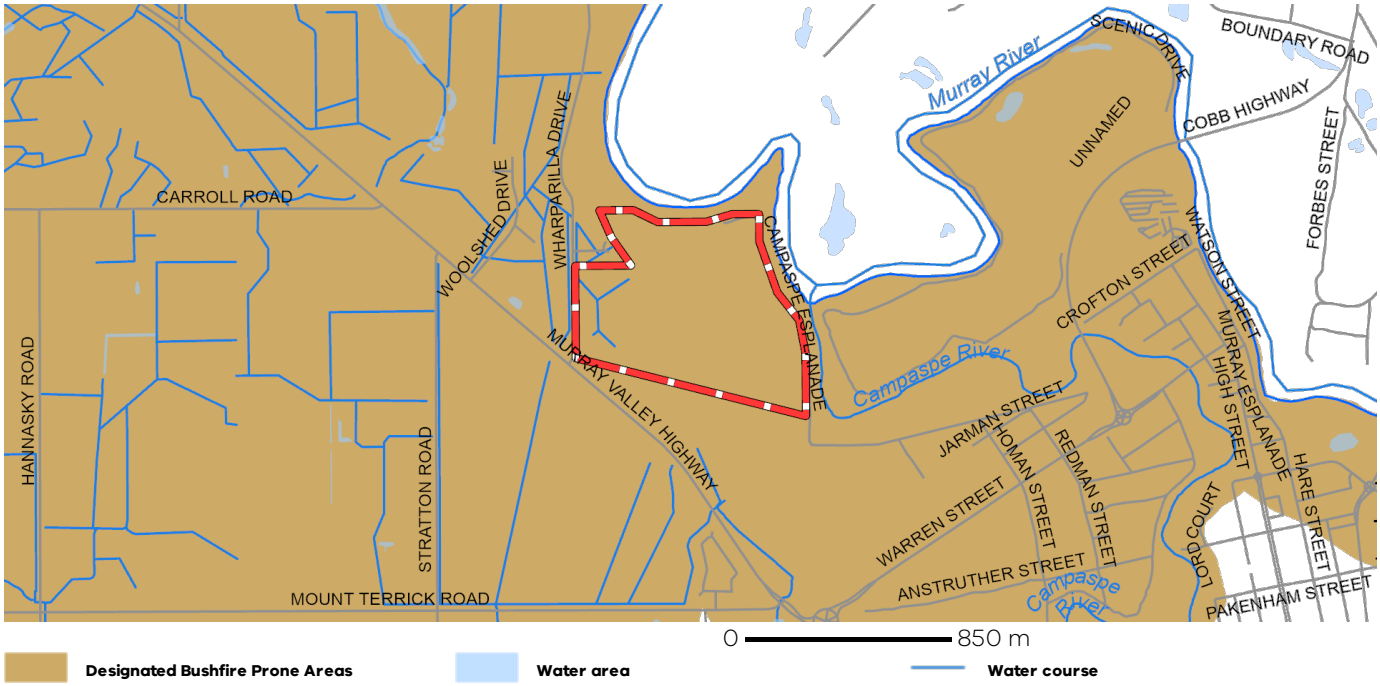
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Campaspe Shire Council

LAND INFORMATION CERTIFICATE

Section 325 Local Government Act 2020

This certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

17 August 2026

Landata
Gpo Box 527
MELBOURNE VIC 3001
Certificate No: CerR/D015719

Biller Code: 102087
Reference No: 010000246321
Email Acquisition to: shire@campaspe.vic.gov.au
Your Reference: Melville & Hicks - 81531701-001-3

PROPERTY DETAILS

Property Number:	24632
Property Owner/s:	Wharparilla East Pty Ltd
Property Address:	Wharparilla Drive ECHUCA VIC 3564
Property Description:	Lot B PS 304182X PSH WHA Lot A PS 304182X PSH WHA PC 377616S PSH WHA
Land Area:	61.72HA
AVPCC	102 - Vacant In globo Residential Subdivisional Land

VALUATION DETAILS

Site Value:	$4,410,000	**Valuation Date:**	01/01/2026
Capital Improved Value:	$4,410,000		
Net Annual Value:	$220,500	**Effective Date:**	01/07/2026

Council utilises the Capital Improved Valuation (C.I.V.) for rating purposes

RATES AND CHARGES DETAILS

Details for financial year ending 30th June 2027:

Rate Category		
Current Municipal Charge	282.55	
Current Farm Rates	10,298.23	
Current ESVF Levy & Rate	901.93	
Current Levy Waste	103.00	
Current Rates Year Charges - SUB TOTAL		11,585.71
Current Rates Year Adjustments\Payments	**0.00**	**0.00**
Current Rates Year Adjust\Payments - SUB TOTAL		0.00
	0.00	0.00
Scheme Charges		**0.00**
Scheme Charges - TOTAL	0.00	0.00
TOTAL BALANCE OUTSTANDING	**0.00**	**$11,585.71**

Campaspe Shire Council

LAND INFORMATION CERTIFICATE

Section 325 Local Government Act 2020

This certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

ORDERS:

IS THE LAND:

(a)	Liable to flooding?	No
(b)	Along with all other land in the Campaspe Shire, designated as likely to be subject to infestation by termites (pursuant to Building Regulations 2018, Regulation 150)?	Yes
(c)	Likely to be subject to significant snowfalls?	No

CULTURAL & RECREATION LAND: There is no potential liability for rates under the Cultural and Recreational Lands Act 1963. The Liability is:

SECTIONS 173, 174A. There is no potential liability for the land to become rateable under Sections 173 or 174A of the Local Government Act 1989. The liability is:

RECREATIONAL PURPOSES: There is no outstanding amount required to be paid for recreational purposes for any transfer of land required to Council for Recreational purposes under Section 18 of the Subdivision of Land Act 1988, or the Local Government Act 1958. The liability is:

OTHER: There are no notices or order on the land that have been served by Council under the Local Government Act 1958, or 1989, or any other act or regulation, or under Local Law of the Council which have a continuing application as at the date of this certificate. The orders are as follows:

RECOVERY OF MONEY OWED TO COUNCIL: There is no outstanding monies owed to Council by a former owner / occupier of any building or land (other than rates or charges or money for personal services carried out by Council). The liability on the present occupier / owner is:

ELECTRICITY INDUSTRY ACT 2000: There is no money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.

SECTION 181C: There is no environmental upgrade charge in relation to the land which is owed under section 181C of the act.

Should you have any queries regarding this Certificate, please contact Council's rates department on 03 5481 2200 or shire@campaspe.vic.gov.au and quote Certificate reference **CerR/D015719**.

I hereby certify that as at the issue date the information given in this certificate is true and correct disclosure of the rates and other monies and interest payable to the Shire of Campaspe together with any notices or orders referred to in this certificate.		17 August 2026
	Authorised Officer	**Issue Date**

NOTE:

(1) In accordance with Section 175(1) of the Local Government Act 1989, the purchaser **MUST PAY** all rates and charges outstanding at the time that person become owner of the land. Any rates unpaid after the final date for payment will incur interest at the prescribed rate. The final date for payment is: 15 Feb 2027

(2) Any structural improvements or alterations to this property may result in the property being revalued. Supplementary valuations may be returned by Councils valuer at any stage during the rating year which may result in additional rates being assessed for part, or all of the rating year.

(3) The information provided on the land information certificate in relation to flooding is based upon the Campaspe Planning Scheme **"**Land Subject to Inundation Overlay**"**. This control is based on information provided to Council by the Department of Natural Resources and Environment. Given recent flood incidents in the region, the Catchment Management Authorities may have additional information about flood risk. Council strongly recommends you contact the relevant Catchment Management Authority to enquire about any more recent flood information that may affect your property. If you choose not to consider the most up to date flood information any buildings on your property may be adversely affected by flood in the future.

Property Clearance Certificate

Land Tax

INFOTRACK / MELVILLE & HICKS

Your Reference:	16045: WHARPARILLA EAST F
Certificate No:	10738111
Issue Date:	31 JUL 2026
Enquiries:	JXD11

Land Address: 129 WHARPARILLA DRIVE ECHUCA VIC 3564

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: WHARPARILLA EAST PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$0
SITE VALUE (SV):	$4,410,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 10738111

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $69,015.00

Taxable Value = $4,410,000

Calculated as $31,650 plus ($4,410,000 - $3,000,000) multiplied by 2.650 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $0.00

Taxable Value = $0

Calculated as $0 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 10738111

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 10738111

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Land Tax

Certificate No: 10738111

Land Address: 129 WHARPARILLA DRIVE ECHUCA VIC 3564

Land Id	Lot	Plan	Volume	Folio	Tax Payable
28171534	A	304182	10035	353	$0.00
	B	304182	10035	354	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MILLAR FAMILY TRUST (EAST)	2026	$256,472	$0.00	$0.00	$0.00

Comments: This certificate includes CP377616, and volume/folio 12081/661.
Property is exempt: LTX primary production land.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total

Comments:

Current Land Tax Charge: **28171534** **$0.00**

Land Address: 129 WHARPARILLA DRIVE ECHUCA VIC 3564

Land Id	Lot	Plan	Volume	Folio	Tax Payable
28171542	A	304182	10035	353	$0.00
	B	304182	10035	354	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MILLAR FAMILY TRUST (EAST)	2026	$4,098,548	$0.00	$0.00	$0.00

Comments: Property is exempt: LTX primary production land.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total

Comments:

Current Land Tax Charge: **28171542** **$0.00**

Land Address: 129 WHARPARILLA DRIVE ECHUCA VIC 3564

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46208088	A	304182	10035	353	$0.00
	B	304182	10035	354	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MILLAR FAMILY TRUST (EAST)	2026	$54,980	$0.00	$0.00	$0.00

Comments: Property is exempt: LTX primary production land.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total

Comments:

Current Land Tax Charge: **46208088** **$0.00**

Total: **$0.00**

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / MELVILLE & HICKS

Your Reference:	16045: WHARPARILLA EAST PTY
Certificate No:	10738111
Issue Date:	31 JUL 2026
Enquires:	JXD11

Land Address: 129 WHARPARILLA DRIVE ECHUCA VIC 3564

Land Id	Lot	Plan	Volume	Folio	Tax Payable
28171542	A	304182	10035	353	$0.00
	B	304182	10035	354	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
102	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

Land Address: 129 WHARPARILLA DRIVE ECHUCA VIC 3564

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46208088	A	304182	10035	353	$0.00
	B	304182	10035	354	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
102	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$0
SITE VALUE:	$4,410,000
CURRENT CIPT CHARGE:	**$0.00**

Property Clearance Certificate

Commercial and Industrial Property Tax

Certificate No: 10738111

Land Address:	129 WHARPARILLA DRIVE ECHUCA VIC 3564

Land Id	Lot	Plan	Volume	Folio	Tax Payable
28171534	A	304182	10035	353	$0.00
	B	304182	10035	354	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
102	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10738111

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / MELVILLE & HICKS

Your Reference:	16045: WHARPARILLA EAST PTY LT
Certificate No:	10738111
Issue Date:	31 JUL 2026

Land Address: 129 WHARPARILLA DRIVE ECHUCA VIC 3564

Lot	Plan	Volume	Folio
A	304182	10035	353
B	304182	10035	354

Vendor: WHARPARILLA EAST PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE: $0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 10738111

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 10738110

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 10738110

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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