

DATED

2025

**MEHRDAD SAMANIPOUR AND REYHANEH SADAT KABOLI FARSHCHI**

to

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**CONTRACT OF SALE OF LAND**

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**Property: 13 Cantera Avenue, Doreen VIC**

**Citylink Conveyancing  
Licensed Conveyancer**

Tel: 0404741082  
Ref: MF:1414/25

# Contract of Sale of Land

Property:

**13 Cantera Avenue, Doreen VIC 3754**

**Citylink Conveyancing**

Tel: 0404741082

Ref: MF:1414/25

# Contract of sale of land

## 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.

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 PURCHASER:

#### WHERE SIGNATORY IS AN INDIVIDUAL

**SIGNED** on ...../...../2025

for and on behalf of:

.....  
Name of individual

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

.....  
Signature of individual

#### WHERE SIGNATORY IS AN INDIVIDUAL

**SIGNED** on ...../...../2025

for and on behalf of:

.....  
Name of individual

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

.....  
Signature of individual

**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)

**SIGNED BY THE VENDOR:**

**WHERE SIGNATORY IS AN INDIVIDUAL**

**SIGNED** on ...../...../2025

for and on behalf of:

Mehrdad Samanipour and Reyhaneh Sadat  
Kaboli Farshchi

.....  
Name of individual

.....  
Signature of individual

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

**WHERE SIGNATORY IS AN INDIVIDUAL**

**SIGNED** on ...../...../2025

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

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

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# Particulars of Sale

**Vendor's estate agent** Name: : Stone real Estate Whittlesea

Address 1/75 Church Street Whittlesea

Email: kristinparker@stonerealestate.com.au

Tel: 97162000

**Vendor** \_\_\_\_\_ Mob: \_\_\_\_\_ Ref: \_\_\_\_\_

Name: Mehrdad Samanipour and Reyhaneh Sadat Kaboli Farshchi

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

ABN/ACN: \_\_\_\_\_

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

## Vendor's legal practitioner or conveyancer

Name: Citylink Conveyancing

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

Email: m.forateh@citylinkconveyancing.com.au

Tel: 0404741082 Mob: \_\_\_\_\_ Ref: 1414/25

## Purchaser

Name: \_\_\_\_\_

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

ABN/ACN: \_\_\_\_\_

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

## Purchaser's legal practitioner or conveyancer

Name: \_\_\_\_\_

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

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

Tel: \_\_\_\_\_ Ref: \_\_\_\_\_

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11498 Folio 698	1403	PS 721472L

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: 13 Cantera Avenue, Doreen VIC 3754

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

All fixed floor covering, electrical light fitting window furnishings and all fixtures and fitting of a permanent nature.

**Payment**

Price \$ 0.00
Deposit \$ 0.00 by (of which has been paid)
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 & 26.2)

**is due on**

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

- the above date; and
the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**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: \_\_\_\_\_

**Building report**

- General condition 21 applies only if the box is checked

**Pest report**

- General condition 22 applies only if the box is checked

## 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.*

# General Conditions

## **Special conditions**

### **1. Deposit**

1.1 The Purchaser must pay the Deposit to the Vendor's nominated bank within the time required by this Contract.

1.2 The parties authorized and direct Vendor's legal practitioners or the Vendor's agent to hold the deposit in an interest-bearing account with an Australian trading bank, and otherwise subject to the Sale of Land Act 1962( VIC)

1.3 Any interest earned on the deposit (following deductions of all costs, taxes, and expenses payable in respect of such interest, must be paid to the Vendor unless this Contract is validly terminated by the Purchaser, in which case the interest must be paid to the Purchaser (following deduction of all costs, duties, taxes, and expenses payable in respect of the investment of such interest.

1.4 The stakeholder will not be responsible in any way for any loss occasioned by the investment of the deposit, and the party entitled to the deposit on the completion or termination of this Contract (whichever is the case) will bear the risk of the loss of the deposit.

### **1.5 Tax File Number**

1.5.1 The parties must each give the stakeholders their respective tax file number on or before the date the deposit is invested.

1.5.2 The parties acknowledge that if a party does not provide its Tax File Number to the stakeholder before the deposit is invested, then tax may be deducted from the share of interest on the deposit.

1.6 If a deposit is paid in whole or in part by a cheque which is not paid upon presentation, or if the Purchaser has not paid the whole deposit within the time required under this Contract, the Vendor may terminate this Contract with immediate effect by giving notice in writing to the Purchaser (without prejudice to any other right or remedy available to the Vendor).

### **3. Purchaser's warranties and acknowledgments**

3.1. Purchaser's warranties: The Purchaser warrants to the Vendor that:

3.1.1. the Purchaser:

3.1.1.1. has the power to acquire the property; and,

3.1.1.2. has full right, power and authority to enter into this Contract and does not require the consent or approval of any other person to do so (or, if the consent or approval of another person is required, that consent or approval has been obtained);

3.1.2 This Contract:

3.1.2.1 Is a legal, valid, and binding agreement of the Purchaser;

3.1.2.2 Is enforceable against the Purchaser in accordance with its terms; and

3.1.2.3 Does not contravene the Purchaser's constituent documents (where the Purchaser is incorporated) or any of its obligations or undertakings by which it or any of its assets are bound.

3.1.3 either:

3.1.3.1 The Foreign Acquisitions and Takeovers Act 1975 (Cth) (FIRB Act) does not apply to this acquisition of the property; or

3.1.3.2 If the FIRB Act applies to the acquisition of the property, either:

3.1.3.2.1 The Treasurer of the Commonwealth of Australia has provided the Purchaser with a written decision notification to the transaction contemplated by this Contract; or

3.1.3.2.2 Following lodgement of the proposed acquisition of the property (being land) with the FIRB Purchaser under the FIRB Act under Part 3 of the FIRB Act, the time limit for Treasurer of the Commonwealth of Australia, to take any action in respect to this acquisition has expired under the FIRB Act has expired; and

3.1.3.3 the Purchaser is Insolvent. For the purposes of this Special Condition, the Purchaser is Insolvent if:

3.1.3.3.1. It is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act 2001 (Cth));

3.1.3.3.2. It is in liquidation, in provisional liquidation, under administration, wound up or has a controller (as defined in the Corporations Act 2001 (Cth)) appointed to any of its property where such appointment is not terminated within 40 Business Days;

3.1.3.3.3. It is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the Vendor);

3.1.3.3.4. an application or order has been made (and, in the case of an application, is not stayed, withdrawn or dismissed within 40 Business Days), resolution passed, or any other action taken, in connection with that person, which is preparatory to or could result in any of the matters detailed in Special Condition 3.1.3.3.1, 3.1.3.3.2 or 3.1.3.3.3 above,

3.1.3.3.5. It is taken (under section 459F(1) of the Corporations Act 2001 (Cth)) to have failed to comply with a statutory demand;

3.1.3.3.6. It is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act 2001 (Cth) or it makes a statement from which a Vendor reasonably deduces it is so subject;

3.1.3.3.7. It is otherwise unable to pay its debts when they fall due;

3.1.4 If the Purchaser breaches any of its warranties in this Special Condition 3.1, the Vendor may treat such breach as a repudiation of this Contract by the Purchaser and, without limiting any other rights the Vendor may have, rescind this Contract and retain the Purchaser's deposit in accordance with the provisions of General Condition 34, and the provisions of General Condition 35.4 will apply (save that the reference therein to 'default notice' will be read as 'notice of rescission or repudiation under Special Condition 3.1.4').

### **3.2. Purchaser acknowledges:**

3.2.1. Purchaser that prior to the signing of this Contract or any other document relating to the sale which is or is intended to be legally binding, the Purchaser received, read, understood and accepted the contents of section 32 statement required to be given by the Vendor pursuant to s.32 of the Sale of Land Act 1962 (Vic) and a copy of this Contract; and,

3.2.2. No Requisition: that the Purchaser may not issue any objection to, or requisitions on, the title to the property and waives any right it may have to do so.

### **4. Transfer**

4.1. If the Purchaser fails to deliver the instrument of transfer to the Vendor's legal practitioners in accordance with General Condition 10, this, without prejudice to the Vendor's other rights:

4.1.1. the Vendor may complete this Contract at any time between the date for payment of the balance and the date which is 10 days after the Purchaser delivers the instrument of transfer; and

4.1.2. the Purchaser will have committed a default under this Contract and the Purchaser must pay interest in accordance with the terms of this Contract.

### **5. Insolvency of the Purchaser**

5.1. If the Purchaser becomes or is declared Insolvent (as defined in Special Condition 3.1.3.3), it is taken to have repudiated this Contract and the Vendor may accept this repudiation and terminate this Contract with immediate effect by giving notice in writing to the Purchaser.

### **6. Restrictions and planning controls**

6.1. Without limiting the generality of General Condition 5.1, the Purchaser buys the property subject to:

6.1.1. any statute, order, regulation, by-law, local law, restriction, and condition imposed on the property;

6.1.2. any restrictions on the use of the land endorsed on or attached to the plan or entitled under any Act, ordinance, by-law, the planning permit, any planning scheme or regulation whether before or after the day of sale;

6.1.3. as a result of the independent exercise of the Purchaser's own skill and judgment, after due inspection and investigation; and,

6.1.4. in its present condition and state of repair with all defects patent and latent defects (if any).

## **7. Improvements and terms**

7.1. Notwithstanding anything else contained in this Contract and without limiting General Condition 6.1, the property is sold and will be accepted by the Purchaser in an "as is" and "where is" condition (with all faults and defects) as at the date of this Contract. No warranty is given as to the condition of the property by the Vendor as at the day of sale, settlement or any date between (and including) those dates.

## **8. Purchaser's further Acknowledgments and acceptance**

8.1. Without limiting the generality of Special Condition 7.1, the Purchaser acknowledges that it:

8.1.1. is deemed to pay with full knowledge of the matters set out in Special Condition 8.2 and the state condition of the property as at the date of this Contract;

8.1.2. the Purchaser specifically acknowledges the provisions of Special Conditions 6, 8, and 9 and confirms it has entered into this Contract only in reliance upon, and after:

8.1.2.1. making its own satisfactory inspection, investigation and assessment of the property (including without limitation matters pertaining to the title, the plan of subdivision, and area and dimensions of the land);

8.1.2.2. taking its own independent advice about the matters set out in this Contract, in particular the Special Conditions;

8.1.2.3. has inspected or has had an opportunity to undertake inspection, investigation and assessment of the property prior to entry into this Contract; and,

8.1.2.4. has not relied upon any representation of the Vendor, the Vendor's agent, the Vendor's legal representatives, or any other person including the Purchaser to enter into this Contract.

8.2. Without limiting General Condition 8.1, the Purchaser hereby expressly acknowledges that no warranty or representation has been made nor given by the Vendor, the Vendor's agent, the Vendor's legal representatives or any other person as to:

8.2.1. the status or condition or state of repair of the property;

- 8.2.2. the present or permitted use of the property or fitness or suitability of the property for any use or purpose;
- 8.2.3. any rights and privileges pertaining or attaching to the property;
- 8.2.4. any agreements with any owners or adjoining lots or property;
- 8.2.5. the value or economic viability of the property;
- 8.2.6. whether the Vendor has obtained, is required to obtain or has complied with all or any permits, licenses, consents or requirements for the use of the property and/or any building;
- 8.2.7. the neighbourhood in which the Property is situated;
- 8.2.8. any services connected or provided, or not connected or provided, to the Property;
- 8.2.9. any buildings, engineering, architectural or other plans or reports in relation to the Property or any proposed structure on the land which the Purchaser or any representative of the Purchaser may have seen or been shown before entering into this Contract;
- 8.2.10. whether any works undertaken on the Property exist:
- 8.2.10.1. complete;
- 8.2.10.2. with or without; or
- 8.2.10.3. of any particular quality or standard;
- 8.2.11. the existence of any notice to treat, notice of resumption or notice of intention to resume affecting the Property;
- 8.2.12. the compliance of the Property with any law or with the requirements of any authority or any court or any other body having jurisdiction over the property including the requirements of any town planning laws and any building codes;
- 8.2.13. the existence of any requisitions, requirements, or notices rates, taxes, levies, imposts or any other outgoings, easements, encumbrances, or covenants, by-laws, any court or any other body having jurisdiction over the property in respect of the Property or any road adjoining the property;
- 8.2.14. the property being affected by flooding;
- 8.2.15. the existence of any asbestos-containing material on the property; or,
- 8.2.16. any other matter or thing in connection with the property, except to the extent expressly set out in this Contract.
- 8.3. Without limiting anything else contained in this Contract, the Purchaser acquires the property subject to:

8.3.1. any proposal of any competent authority to alter the alignment of any roads adjoining the Property;

8.3.2. access of any services to the Property passing unlawfully through any other land;

8.3.3. access of any services to or for the benefit of any other property passing unlawfully through the Property;

8.3.4. the Property being affected by any Environmental Law (as defined in Special Condition 23.3) and/or being included on the World Heritage List;

8.3.5. the existence of any claim affecting the Property under the Native Title Act 1993 (Cth), the land Title validation Act 1994 (Vic) or any other Native title law;

8.3.6. any defects or faults (latent or patent) in or affecting the Property; and,

8.3.7. any claims whatsoever made by the owner of an adjoining property which affect or may affect the Property, the Vendor or this Contract.

8.4. Furthermore and despite anything else in this Contract and to the maximum extent permitted by law and equity, the Purchaser may not raise any objection, claim or requisition, withhold any part of the balance, bring any action, suit or proceeding, seek any order, delay completion or end this Contract as a consequence of:

8.4.1. a matter which was capable of discovery by or on behalf of the Purchaser or was or should have been within the knowledge of the Purchaser as a result of the

Purchaser's investigations and inquiries, whether or not such investigations and enquiries were made);

8.4.2. any failure to comply with a law applicable to the property or a requirement of any authority;

8.4.3. any improvements not being erected within the boundaries of the land;

8.4.4. the condition of the property; or,

8.4.5. the existence of, right to use or failure of any services.

## **9. Requirements of authorities**

9.1. The property is purchased by the Purchaser subject to, and the Purchaser must comply with, at its own expense, all requirements, notices, requisitions, and orders issued or applicable at any time, including before the day of sale, pursuant to any law or by any other body having jurisdiction over the property including the closing of work or the expenditure of money in relation to the property or any road adjoining the property.

9.2. It will be the Purchaser's sole responsibility to obtain and comply with, at its own expense, all permissions, consents, approvals, licences, or notices required at any time,

including before the day of sale, pursuant to any law, by any other body having jurisdiction over the property.

9.3. The Vendor will not be liable for any requirements, notices, requisitions, or orders referred to in Special Condition 9.1 nor for any permissions, consents, approvals, certificates or licences referred to in General Condition 9.2 not being available or not being complied with in all respects at Settlement.

9.4. If the Purchaser breaches the provisions of Special Condition 9.1, the Vendor may comply with all requirements, notices, requisitions, and orders referred to in Special Condition 9.1. If the Purchaser breaches the provisions of Special Condition 9.2, the Vendor may obtain and comply with all permissions, consents, approvals, certificates or licences referred to in General Condition 9.2. The Purchaser must pay, on demand, the Vendor's costs incurred in the exercise by the Vendor of its rights contained in this Special Condition 9.4.

#### **10. Purchaser to comply with provisions**

10.1. If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records the shares of each Purchaser in which they are buying the property (the "proportions"). If the proportions recorded in the Transfer of Land differ from those recorded in this Contract, it is the Purchasers' responsibility to pay any additional duty which may be payable as a result of the variation. The Purchaser must fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner against any actions or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.

10.2. This Special Condition will not merge on completion.

#### **11. Purchasers' obligations joint and several**

11.1. If there shall be more than one Purchaser, the covenants and obligations of the Purchaser under this Contract and the conditions shall bind them and any two or more of them jointly and each of them severally.

#### **12. Guarantees**

12.1. If the Purchaser is or includes a company, the Purchaser will forthwith after execution of this Contract procure the execution by each of the directors of the company of a guarantee to be submitted by the Vendor to the Purchaser.

12.2. The Guarantee and indemnity is to be in the form annexed to this Contract as Annexure A.

12.3. The Purchaser warrants that, on completion of this Contract, it will be able to procure all the directors and principal shareholders to execute the guarantee and indemnity in favour of the Vendor.

#### **13. Obligations bind legal personal representatives etc.**

13.1. The expressions “the Vendor” and “the Purchaser” shall be deemed to include their respective legal personal representatives and successors in title.

#### **14. Severability**

14.1. In the event of any part of this Contract being or becoming void or unenforceable or being illegal, then that part shall be severed from this Contract to the extent that all parts that shall not be or become void, unenforceable, or illegal shall remain in full force and effect and be unaffected by such severance.

#### **15. Waiver**

15.1. No waiver of any breach of this Contract or any of the terms of this Contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall prevent a waiver of any other breach or subsequent breach.

#### **16. Entire agreement**

16.1. This Contract contains the entirety of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this Contract or arise between the parties pursuant to any collateral or other agreement.

#### **17. Nomination**

17.1. The Purchaser will not be entitled to exercise its rights under General Condition 4 without the consent of the Vendor, unless the Purchaser:

17.1.1. is not and has not been in default under this Contract; and

17.1.2. delivers to the Vendor a nomination form (in the form published by and on behalf of or prescribed by the Law Institute of Victoria) at least fourteen (14) business days prior to Settlement, properly completed with the relevant particulars and executed by the Purchaser, nominated Purchaser and any guarantor under any guarantee;

17.1.3. delivers to the Vendor any form required in respect of the nomination under the Duties Act 2000;

17.1.4. if the Purchaser or the nominee Purchaser is a company, delivers to the Vendor a Guarantee executed by all directors in the form of the Guarantee annexed to this Contract.

17.2. The Purchaser agrees to indemnify and keep indemnified at all times the Vendor:

17.2.1. against all liabilities, claims, proceedings and penalties whatsoever arising under the Duties Act 2000 in relation to the nomination by the Purchaser under this Special Condition;

17.2.2. if the Purchaser and any substituted Purchaser pursuant to this Special Condition nominate the Vendor for recovering any deposit paid by the Purchaser as though it belongs to the substituted Purchaser.

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

18.1. Notwithstanding anything else contained in this Contract, the Purchaser acknowledges and agrees that:

18.1.1. the Purchaser's only remedy in respect of default by the Vendor under this Contract is to terminate this Contract (but only if the Purchaser is expressly entitled to do so under this Contract) in line with the provisions of this Contract in which event the deposit will be refunded to the Purchaser; and

18.1.2. General condition 31.4 & 31.5 (both inclusive) are deleted, do not apply to this Contract and to the maximum extent permitted by law:

18.1.2.1. the Purchaser will have no claim whatsoever against the Vendor under this Contract, under statute, at law or in equity;

18.1.2.2. without limiting special condition 18.1.2.1 the vendor not liable to;

18.1.2.2.1. pay any monies for, including any damages or compensation; or,

18.1.2.2.2 do anything in satisfaction of any claims made or instituted by the Purchaser.

18.1.2.3. the Purchaser is not entitled to withhold any part of the balance;

18.1.2.4. except as expressly permitted under this Contract, the Purchaser is not entitled to terminate this Contract, make a claim, or delay settlement; and,

18.1.2.5. the Purchaser is not entitled to make any requisition or objection for any reason, including anything arising directly or indirectly from, out of or by reason of the failure of the Vendor to perform any or all of its obligations under this Contract, and

in any of the above circumstances, the Purchaser is bound to settle the Contract in accordance with its terms and conditions.

18.2. For the purpose of special condition 18.1, where the context permits or requires, a reference to the Vendor in Special Conditions 18.1, is taken to be a reference to the Vendor, the Vendor's agents, the Vendor's solicitors and any of their employees and any other person acting on behalf of the Vendor.

## **19. Default Interest and Remedies**

19.1. The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the date of Settlement specified in this Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

19.1.1. All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance including (but not limited to) any additional loan fees payable by the Vendor;

19.1.2. Interest payable by the Vendor under any existing mortgage over the property calculated from the Due Date;

19.1.3. Accommodation expenses necessarily incurred by the Vendor;

19.1.4. Legal costs and expenses as between the Vendor's solicitor and the Vendor (on a full indemnity basis);

19.1.5. Penalties payable by the Vendor to a third party through any delay in completion of the vendor's purchase.

## **20. Encroachments**

20.1. General Condition 5.1(c) is deleted and does not apply so the Purchaser is entitled to vacant possession of the property at Settlement.

## **21. Settlement**

21.1. Further to General Condition 17, the balance of the purchase price is due and payable at Settlement.

## **22. Statement of Adjustments**

22.1. further to General Condition 23, the Purchaser's legal representatives must prepare and deliver in duplicate the Statement of Adjustments to the Vendor's legal representatives at least 5 Business Days before the due date for Settlement.

22.2. Should the Purchaser's legal representatives fail to deliver the Statement of Adjustments to the Vendor's legal representatives in accordance with Special Condition 22.1, without prejudice to the Vendor's other rights, the Vendor may:

22.2.1. Upon receiving Statement of Adjustments complete the Contract within 5 Business Days from the date that Settlement proceeds (under this Contract "Original Settlement Date"); and,

22.2.2. Seek penalty interest from the original Settlement date and the rescheduled Settlement date.

## **23. Environmental Liability**

23.1. The Vendor makes no representation or warranties about:

23.1.1. Whether the Property complies with, or will at Settlement comply with, any Environmental Laws; or

23.1.2. The installation on, over or under the Property, of any system, pollution or emissions within the scope of the Environment Protection Act 1970 (Vic) and any other relevant Environmental law.

23.2. From the day of sale, the Purchaser, to the fullest extent permitted by law:

- 23.2.1. accepts all Environmental Liability relating to or arising from the Property;
- 23.2.2. must not, at any time, bring any action or make any claim against the Vendor for any Environmental Liability;
- 23.2.3. unconditionally releases and forever discharges the Vendor from any Environmental Liability relating to or arising from the Property; and,
- 23.2.4. indemnifies the Vendor against all claims made or incurred, arising directly or indirectly from, out of or by reason of any Environmental Liability relating to or arising From the Property (including legal costs on a full indemnity basis):

23.3. For the purpose of this Special Condition, Environmental Liability means any loss relating to the Environment, including:

23.3.1. any relating to land use, planning, environmental assessment, heritage, water, air, noise, substances in or on land, animals, soil or water contamination, chemicals and hazardous substances, the storage of hazardous goods, building regulation, sources of pollution and their disposal, health, hygiene, occupational health and safety, noxious trades and any impact on the protection of the Environment, or whether any causes or transboundary use of those risks;

23.3. 2. a cause of action, system law, in nuisance, negligence, trespass or otherwise which gives rise to or may give rise to equitable relief or which might or may result in loss or damage, goods, contamination, injury, and any other risk of disease or harm from the damage of indirectly any involvement in the health or amenity of persons;

23.3.3. for the purposes of this Special Condition, Environmental Liability means any liability for health, clinical or medical in connection with contamination caused by any solid, liquid, gas, odour, heat, sound, vibration, radiation or substance in, on, under or near real estate, directly connected with the nature or occupation by humans or animals and environmentally designed to alleviate the followings;

23.3.4. all costs associated with undertaking any remediation of the Property whether or not ordered or required by any authority;

23.3.5. any compensation or otherwise which any authority requires to be paid to any person under any Environmental Law for any reason;

23.3.6. all costs incurred in complying with any Environmental Laws; and,

23.3. 7. any claims made in connection with any contaminants on the Property.

## **24. Rubbish**

24.1. The Vendor may, but is not obliged to, remove any rubbish located on the Property. Any rubbish located on the Property as at Settlement will be the responsibility of the Purchaser to remove and dispose of at its own cost in all respects.

## **25. Excluded General Conditions**

25.1. The following General Conditions are excluded:

25.1.1. General Condition 20;

25.1.2. General Condition 21;

25.1.3. General Condition 22; and,

25.1.4. General Condition 30

## **26. Priority and Paramountcy**

26.1. The Parties acknowledge and agree that these additional special conditions are paramount and take priority over any general conditions in this Contract to the extent of any inconsistency or contradiction.

## **27. Auction**

27.1. In the event that this property is offered for sale by public auction, it is so offered subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the schedule to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by legislation which modify or replace those rules.

## **28. Land Tax and Windfall Tax**

28.1. For the purposes of general condition 23, the expression "particular outgoing" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

28.2. General condition 15 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

29. This sale is subject to and conditional upon the purchaser obtaining a pest inspection from a Licensed and Registered Building Practitioner within 7 clear business days of the vendor signing the contract. In the event that the said inspection identifies a currently existing pest infestation within the structure of the dwelling:

a) The purchaser shall, subject to (b), have the right to terminate this contract by notice in writing together with a copy of the report to the vendor.

b) The vendor shall, upon receipt of the notice and report referred to in (a), have 3 clear business days to provide written notice to the purchaser that they will have remedied such defects at the vendor's expense. Upon giving such notice, the purchaser has no right to terminate this contract pursuant to (a). If the vendor does not exercise this option, then it is deemed that they have accepted the purchaser's termination, as set out in (a), and the Contract is deemed at an end, with all monies immediately refunded to the purchasers.

c) If the vendor exercises their rights pursuant to (b), they will provide written quotation(s) for the remedial works to the purchaser and have the works carried out and completed no later than 2 weeks prior to settlement; and

d) The vendor will make the property available to the purchasers and/or the purchasers' representatives for inspection 2 weeks prior to settlement. In the event such remedial works have not been completed, the purchaser shall have the right to adjust against the vendor at settlement an amount equal to the amount in the quotation(s) referred to in (c) to complete such works.

# CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

## TITLE

### 1. Encumbrances

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

### 2. Vendor warranties

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

### 3. Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or, measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.

### 4. Services

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

### 5. Consents

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

### 6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

### 7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

### 8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

## 9. Builder warranty insurance

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

## 10. Settlement

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

## 11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronically transferring the payment in the form of cleared funds.

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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

## 12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
- (i) there are no debts secured against the property; or
- (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and

- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of S27 of the **Sale of Land Act 1962** ("the Act") have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

### 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.  
However, the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

### 14. Loan

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

### 15. Adjustments

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

## TRANSACTIONAL

### 16. Time

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

### 17. Service

- 17.1 Any document sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
  - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
  - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

### 18. Nominee

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

### 19. Liability of signatory

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

## 20. Guarantee

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

## 21. Notices

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

## 22. Inspection

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

## 23. Terms contract

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 24. Loss or damage before settlement

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

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

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 25. Breach

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

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

## DEFAULT

### 26. Interest

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

### 27. Default notice

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and

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

# Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

From: Mehrdad Samanipour and Reyhaneh Sadat Kaboli Farshchi,

Property Address: 13 Cantera Avenue, Doreen VIC 3754

Lot: 1403 Plan of subdivision: 721472L

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated:

Signed for an on behalf of the Vendor: *Citylink Conveyancing*



# Vendor Statement

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

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

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

<b>Land</b>	13 CANTERA AVENUE, DOREEN VIC 3754
-------------	------------------------------------

Vendor's name	Mehrdad Samanipour	Date	7 / 10 / 2025
Vendor's signature			
Vendor's name	Reyhaneh Sadat Kaboli Farshchi	Date	7 / 10 / 2025
Vendor's signature			

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

# 1. FINANCIAL MATTERS

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

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

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

\$0.00	To	
Other particulars (including dates and times of payments):		

## 1.3 Terms Contract

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

Not Applicable

## 1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Are contained in the attached certificates and/or statements

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

Not Applicable

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

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

Not Applicable

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

9.1  (a) Registered Title

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

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.

Not Applicable

### 10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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



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

Page 1 of 1

VOLUME 11498 FOLIO 698

Security no : 124128494601J  
Produced 29/09/2025 03:23 PM

**LAND DESCRIPTION**

Lot 1403 on Plan of Subdivision 721472L.  
PARENT TITLE Volume 11454 Folio 148  
Created by instrument PS721472L 04/06/2014

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
REYHANEH SADAT KABOLI FARSHCHI  
MEHRDAD SAMANIPOUR both of 13 CANTERA AVENUE DOREEN VIC 3754  
AU368635E 21/05/2021

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AX220146W 04/09/2023  
WESTPAC BANKING CORPORATION

COVENANT PS721472L 04/06/2014

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AJ954765T 08/10/2012

**DIAGRAM LOCATION**

SEE PS721472L FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 13 CANTERA AVENUE DOREEN VIC 3754

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16977H ST GEORGE BANK  
Effective from 04/09/2023

DOCUMENT END

# Imaged Document Cover Sheet


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Document Type	<b>Plan</b>
Document Identification	<b>PS721472L</b>
Number of Pages (excluding this cover sheet)	<b>7</b>
Document Assembled	<b>29/09/2025 15:23</b>

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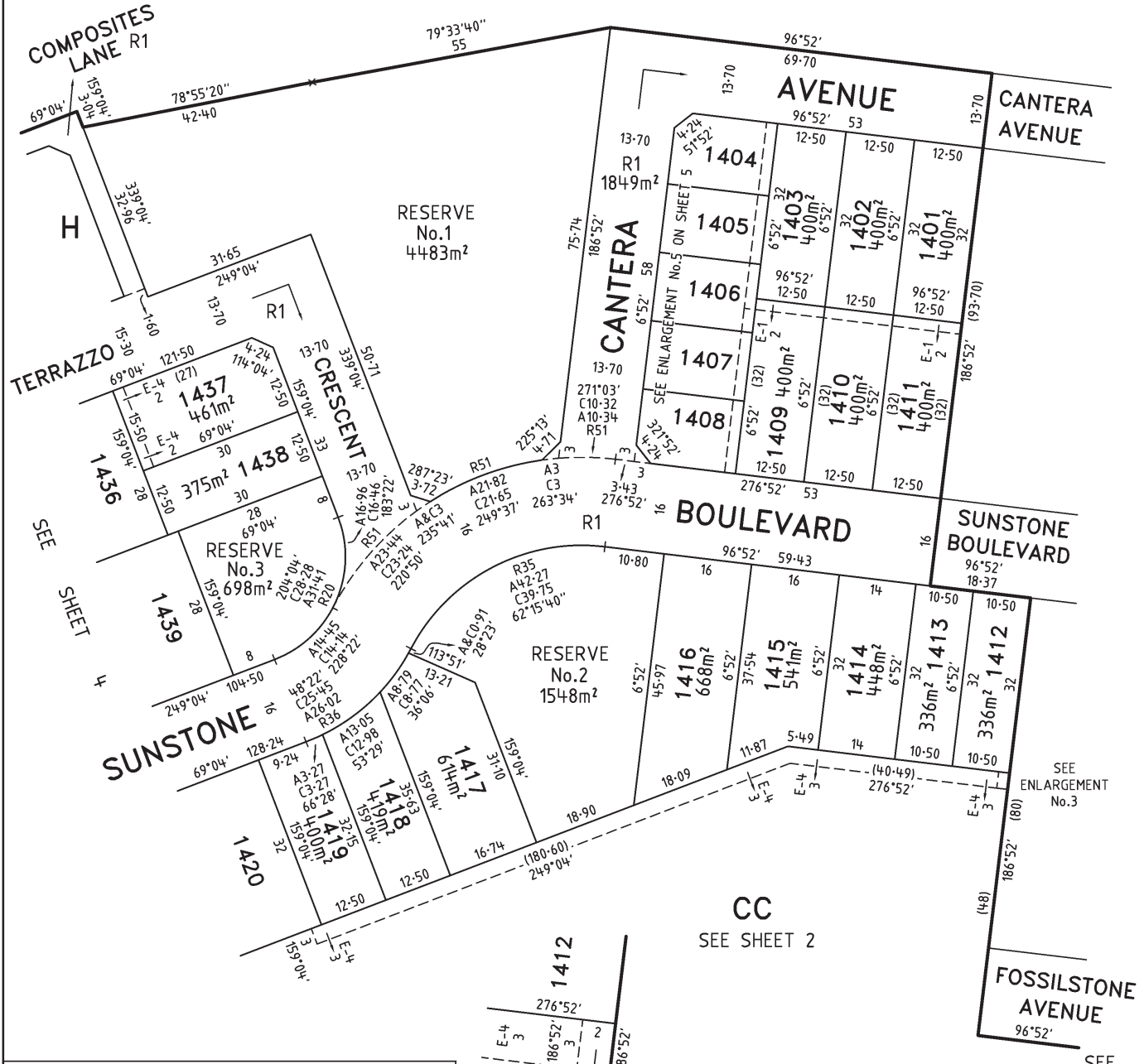
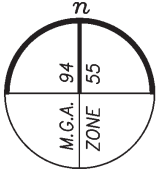
The document is invalid if this cover sheet is removed or altered.

<b>PLAN OF SUBDIVISION</b>		LV use only <b>EDITION 1</b>	Plan Number <b>PS 721472L</b>
Location of Land <b>Parish:</b> MORANG  <b>Township:</b> - <b>Section:</b> - <b>Crown Allotment:</b> -  <b>Crown Portion:</b> 13 (PART) & 20 (PART) <b>Title Reference:</b> VOL 11454 FOL 148  <b>Last Plan Reference:</b> LOT BB ON PS702851K  <b>Postal Address:</b> SUNSTONE BOULEVARD (at time of subdivision) DOREEN 3754  <b>MGA 94 Co-ordinates</b> E 334 450      Zone: 55 (of approx. centre of land in plan) N 5 834 960		<b>Council Name:</b> WHITTLESEA CITY COUNCIL <b>Council Ref:</b>	
<b>Vesting of Roads and/or Reserves</b>		<b>Notations</b>	
Identifier	Council/Body/Person	<b>Staging</b> This <del>is</del> is not a staged subdivision Planning Permit No. <b>712895</b>	
ROAD R1 RESERVE No.1 RESERVE No.2 RESERVE No.3 RESERVE No.4	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL	<b>Depth Limitation</b> DOES NOT APPLY  LOTS 1 TO 1400 (BOTH INCLUSIVE) AND LOTS AA & BB HAVE BEEN OMITTED FROM THIS PLAN.  LAND SUBDIVIDED (EXCLUDING LOT CC & LOT H) - 3.783ha.	
TANGENT POINTS ARE SHOWN THUS: 			
<b>OTHER PURPOSE OF PLAN:</b> TO REMOVE THE WHOLE OF SEWERAGE EASEMENT E-1 ON PS702851K (NOW CONTAINED IN COMPOSITES LANE). TO REMOVE THAT PART OF SEWERAGE AND DRAINAGE EASEMENT E-5 ON PS702851K (NOW CONTAINED IN CANTERA AVENUE).  <b>GROUNDS FOR REMOVAL OF EASEMENT:</b> AGREEMENT BY ALL INTERESTED PARTIES  <b>Survey</b> This plan is <del>is not</del> based on survey This survey has been connected to permanent marks no(s) <b>39, 40 &amp; 74</b> In Proclaimed Survey Area No. <b>74</b>			
<b>Easement Information</b>			
<b>Legend:</b>		E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance      A - Appurtenant Easement R - Encumbering Easement (Road)	
Subject Land	Purpose	Width (metres)	Origin
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG. SEE DIAG.	PS702851K PS702851K
E-2 E-2	DRAINAGE SEWERAGE	SEE DIAG. SEE DIAG.	PS701490W PS701490W
E-3	DRAINAGE	SEE DIAG.	PS701490W
E-4 E-4	DRAINAGE SEWERAGE	SEE DIAG. SEE DIAG.	THIS PLAN THIS PLAN
<b>RIVERSTONE @ PLENTY RIVER - 14</b>		Sheet 1 of 6 sheets	
43 LOTS & BALANCE LOT CC & H		LICENSED SURVEYOR (PRINT)    ANDREW J. REAY	
<b>Bosco Jonson Pty Ltd</b> A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992		SIGNATURE ..... DIGITALLY SIGNED ..... DATE    /    /	
		REF 28149143      09/04/14      VERSION H DWG 2814914BH	
		Original sheet size A3  PLAN REGISTERED TIME: 9:53AM DATE: 4/06/2014 M.H Assistant Registrar of Titles	



# PLAN OF SUBDIVISION

Plan Number  
**PS 721472L**



RIVERSTONE © PLENTY RIVER - 14

**Bosco Jonson Pty Ltd**  
 A.B.N 95 282 532 642  
 P.O. Box 5075, South Melbourne, Vic 3205  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
 Tel (03) 9699 1400 Fax (03) 9699 5992



CC  
 ENLARGEMENT No.3  
 NOT TO SCALE

ORIGINAL	SCALE
SCALE	SHEET SIZE
1:750	A3
<p>LENGTHS ARE IN METRES</p>	

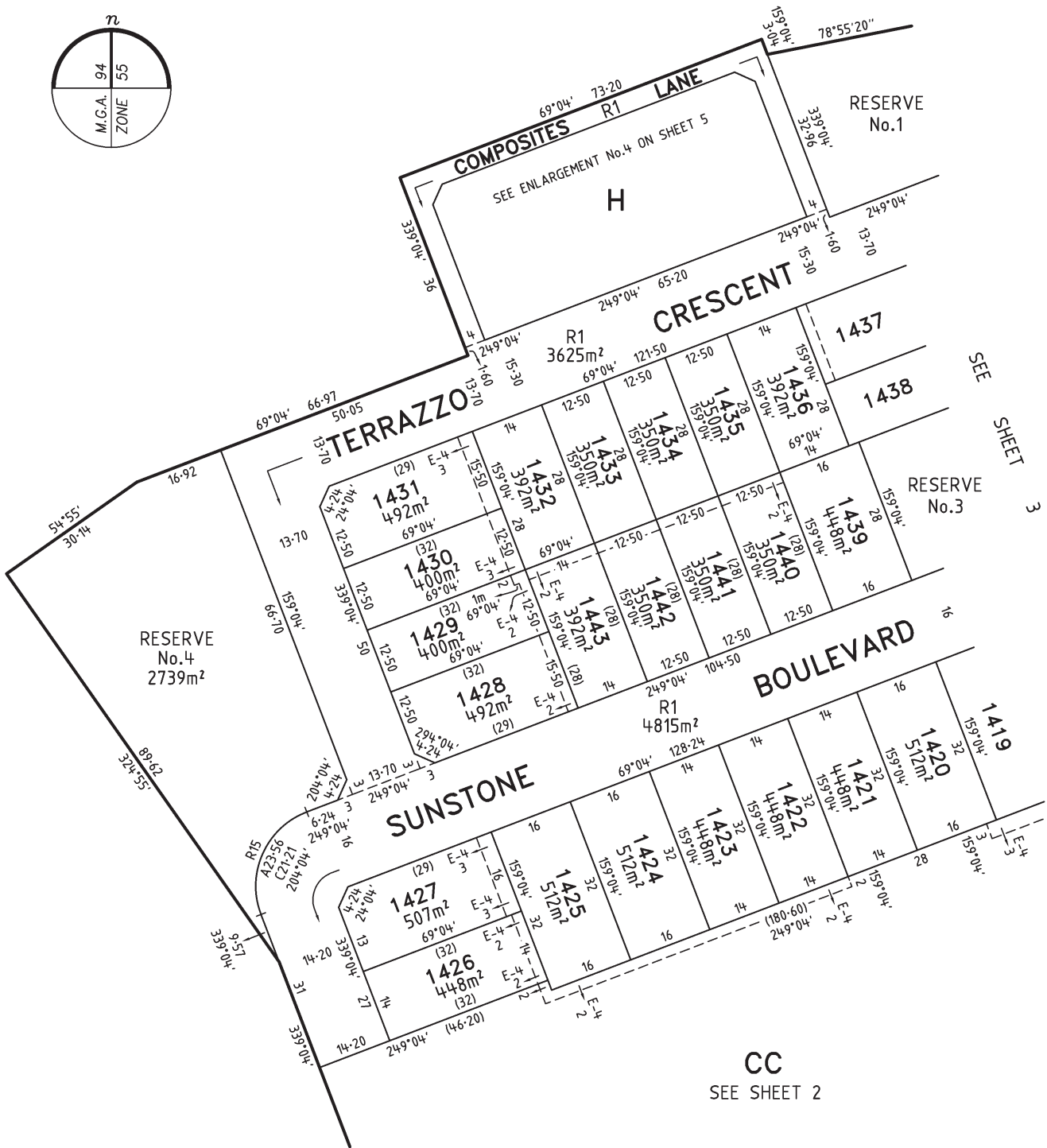
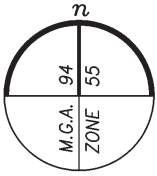
LICENSED SURVEYOR (PRINT) ANDREW J. REAY  
 SIGNATURE DIGITALLY SIGNED DATE / /  
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 DWG 2814.914.BH

Sheet 3

# PLAN OF SUBDIVISION

Plan Number

## PS 721472L



SEE SHEET 3

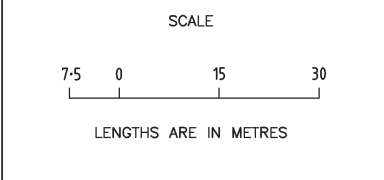
### RIVERSTONE © PLENTY RIVER - 14

#### Bosco Jonson Pty Ltd

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 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
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 1:750  
 SHEET SIZE  
 A3



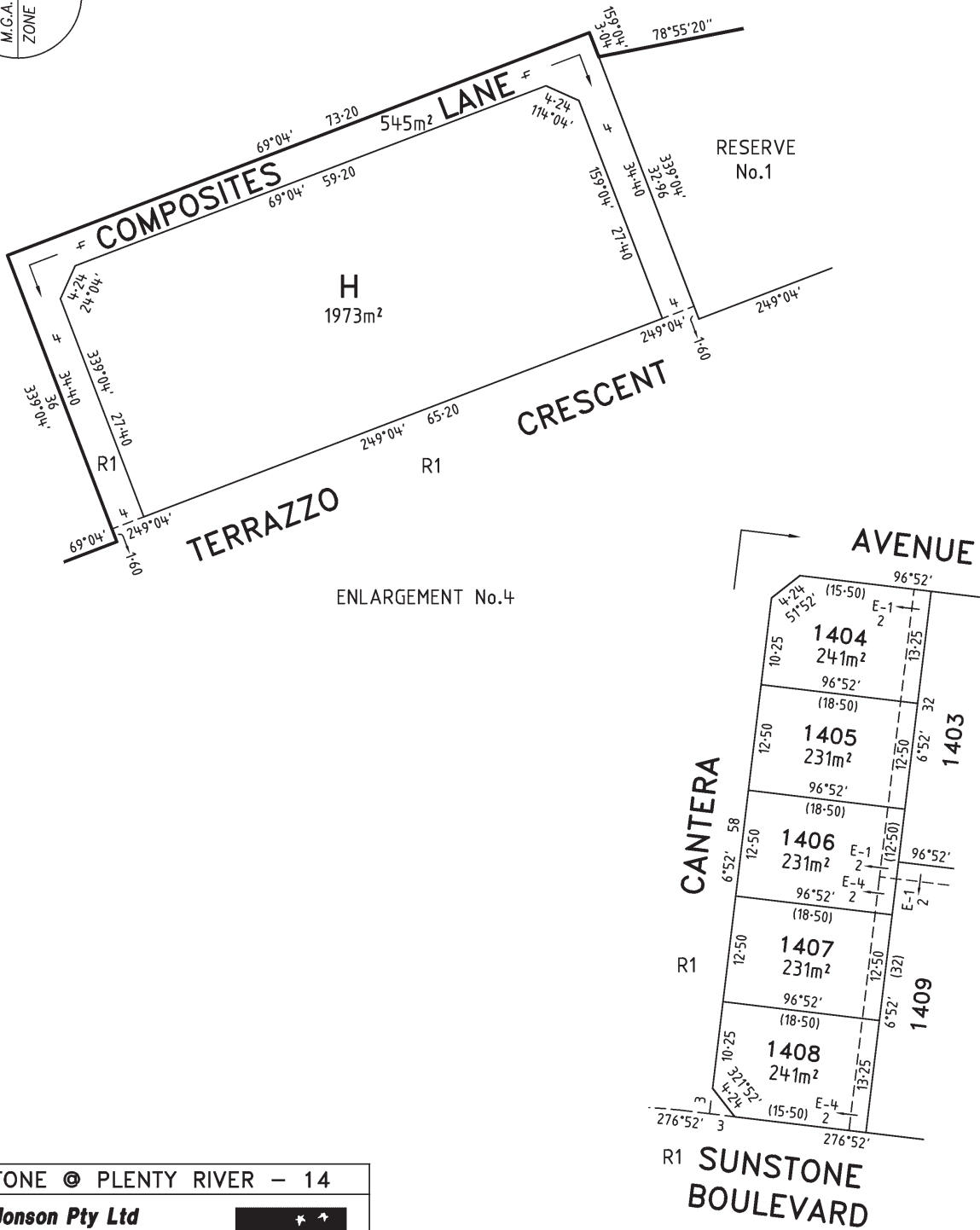
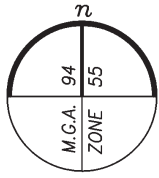
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 SIGNATURE DIGITALLY SIGNED DATE / /  
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 DWG 2814.914.BH

Sheet 4

# PLAN OF SUBDIVISION

Plan Number

## PS 721472L



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### Bosco Jonson Pty Ltd

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 P.O. Box 5075, South Melbourne, Vic 3205  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
 Tel (03) 9699 1400 Fax (03) 9699 5992

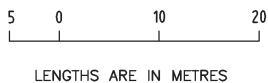


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SCALE

SCALE  
1:500

SHEET  
SIZE  
A3



LICENSED SURVEYOR (PRINT) ANDREW J. REAY

SIGNATURE . . . . . DIGITALLY SIGNED . . . . . DATE / /

REF 2814.914.3 09/04/14 VERSION H  
 DWG 2814.914.BH

Sheet 5

# PLAN OF SUBDIVISION

Plan Number

## PS 721472L

### CREATION OF RESTRICTION No.1

The following Restriction is to be created upon Registration of this plan:

For the purposes of this Restriction:

- (a) A dwelling means a house.
- (b) A building means any structure except a fence.

Land to benefit: Lots 1401 to 1443 (all inclusive) on this plan.

Land to be burdened: Lots 1401 to 1443 (all inclusive) on this plan.

### Description of Restriction

The registered proprietor or proprietors for the time being of the lots to which any of the following restrictions applies shall not:

1. Construct or permit to be constructed more than one dwelling on any burdened lot.
2. Commence construction of a dwelling on any lot on the plan of subdivision without first having the building plans approved by the Riverstone Design Committee as set out in detail in the Design Guidelines as approved by the Responsible Authority or amended from time to time to the satisfaction of the Responsible Authority.
3. Commence construction/demolition or any extension to a building that has been constructed on any lot on the plan of subdivision without first having the alteration plans approved by the National Asset Pty. Ltd. Design Committee and/or the Responsible Authority.

Note:

- 1) The restrictions specified in paragraphs 1 to 3 (inclusive) shall expire on the 31st December 2018.
- 2) The provisions of the Whittlesea Planning Scheme, the Plenty River Design Guidelines and Rescode apply to all lots on this plan.

### CREATION OF RESTRICTION No.2

The following Restriction is to be created upon Registration of this plan:

TABLE OF LAND BURDENED AND LAND BENEFITTED:

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1401	1402, 1411
1402	1401, 1403, 1410
1403	1402, 1404, 1405, 1406, 1409
1404	1403, 1405
1405	1403, 1404, 1406
1406	1403, 1405, 1407, 1409
1407	1406, 1408, 1409
1408	1407, 1409
1409	1403, 1406, 1407, 1408, 1410
1410	1402, 1409, 1411
1411	1401, 1410
1412	1413
1413	1412, 1414
1414	1413, 1415
1415	1414, 1416
1416	1415
1417	1418
1418	1417, 1419
1419	1418, 1420
1420	1419, 1421
1421	1420, 1422
1422	1421, 1423
1423	1422, 1424
1424	1423, 1425
1425	1424, 1426, 1427
1426	1425, 1427
1427	1425, 1426

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1428	1429, 1443
1429	1428, 1430, 1443
1430	1429, 1431, 1432
1431	1430, 1432
1432	1430, 1431, 1433, 1443
1433	1432, 1434, 1442
1434	1433, 1435, 1441
1435	1434, 1436, 1440
1436	1435, 1437, 1438, 1439
1437	1436, 1438
1438	1436, 1437, 1439
1439	1436, 1438, 1440
1440	1435, 1439, 1441
1441	1434, 1440, 1442
1442	1433, 1441, 1443
1443	1428, 1429, 1432, 1442

### Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan must not build or erect or allow to be built or erected any building or structure, other than a building or structure which is built or erected in accordance with the provisions of memorandum of common provisions registered in dealing no. AA2362 which memorandum of common provisions is incorporated into and by this plan.

## RIVERSTONE © PLENTY RIVER – 14

### Bosco Jonson Pty Ltd

A.B.N 95 282 532 642  
 P.O. Box 5075, South Melbourne, Vic 3205  
 16 Eastern Road South Melbourne  
 Vic 3205 Australia  
 Tel 03) 9699 1400 Fax 03) 9699 5992

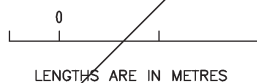


ORIGINAL

SCALE

SCALE SHEET SIZE  

 A3



LICENSED SURVEYOR (PRINT) ANDREW J. REAY

SIGNATURE DIGITALLY SIGNED DATE / /

REF 2814.9143 09/04/14 VERSION H  
 DWG 2814.914BH

Sheet 6



**City of  
Whittlesea**

**Plan of Subdivision PS721472L  
Certifying a New Version of an Existing Plan  
(Form 11)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S041857T  
Plan Number: PS721472L  
Responsible Authority Name: Whittlesea City Council  
Responsible Authority Reference Number 1: 608428  
Surveyor's Plan Version: H

**Certification**

This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 20/03/2014  
Date of previous recertifications under Section 11(7): 03/04/2014

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Courtney Turner  
Organisation: Whittlesea City Council  
Date: 15/05/2014

29th September 2025

Citylinkconveyancing C/- Triconvey2 (Reseller) C/-  
LANDATA

Dear Citylinkconveyancing C/- Triconvey2 (Reseller) C/-,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	13 CANTERA AVENUE DOREEN 3754
<b>Applicant</b>	Citylinkconveyancing C/- Triconvey2 (Reseller) C/- LANDATA
<b>Information Statement</b>	30976821
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	847365

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate

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

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	13 CANTERA AVENUE DOREEN 3754
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

## Melbourne Water Property Information Statement

Property Address	13 CANTERA AVENUE DOREEN 3754
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

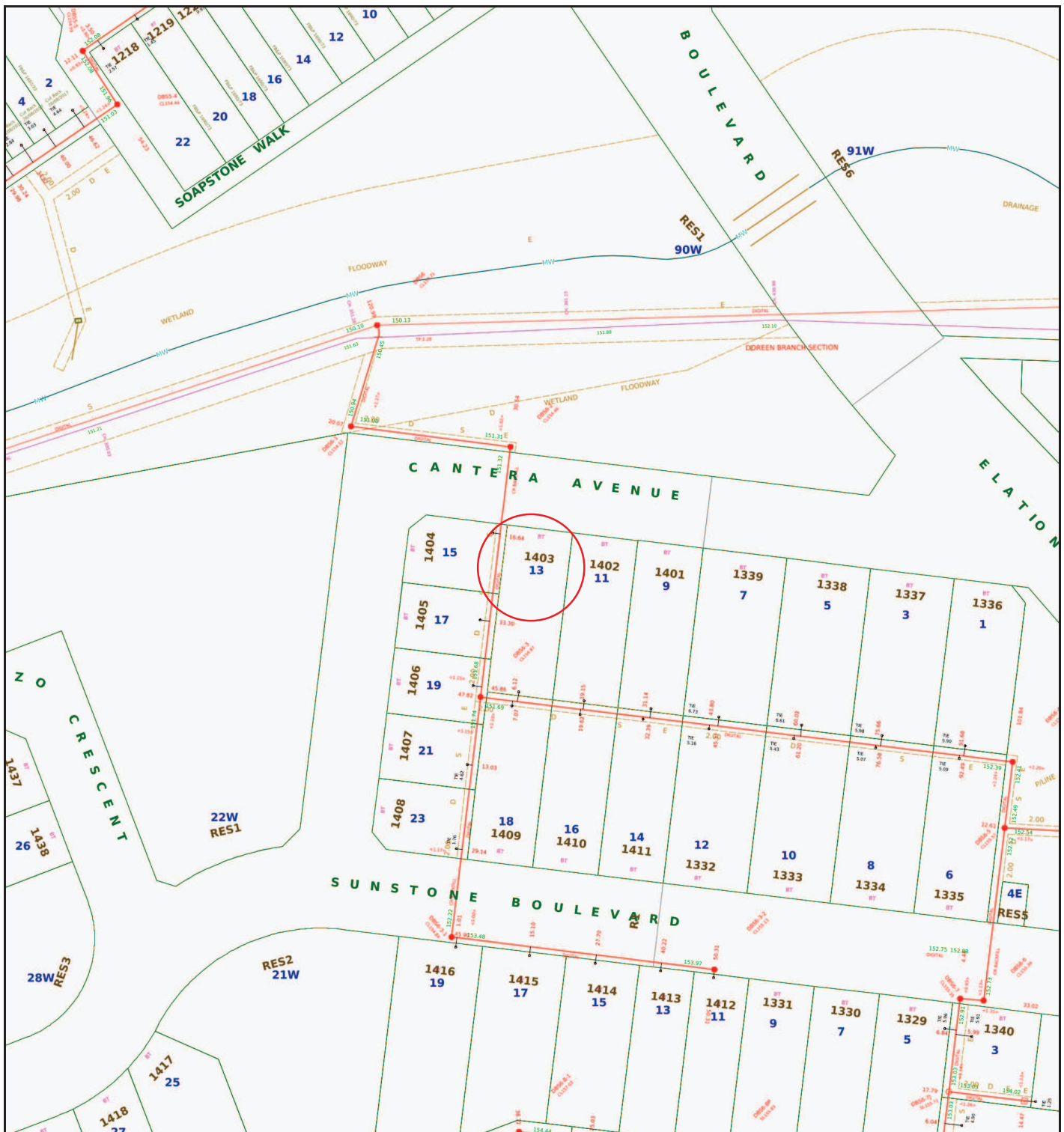
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



**Yarra Valley Water  
Information Statement  
Number: 30976821**

Address	13 CANTERA AVENUE DOREEN 3754
Date	29/09/2025
Scale	1:1000



Yarra Valley Water  
ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42 MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole	MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow	MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00> MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch		

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

3rd June 2015

**Application ID: 168752**

**CONDITIONS OF CONNECTION**

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

**Approval Detail**

**Water**

**Required Services**

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

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

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

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

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

### **WATER**

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

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

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

All payments (tappings, pluggings, metering products etc.) must be made at the easyACCESS store where the application started. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees are paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are either New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

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

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

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

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

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

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

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

## **METER ASSEMBLIES & POSITIONING**

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

Water meter assemblies:

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

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

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

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

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

## **REMOVAL OF WATER METERS**

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

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

## **DAMAGED OR STOLEN METERS**

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

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

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

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

## **AMENDMENTS**

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

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

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

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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

7th May 2015

**Application ID: 166307**

**CONDITIONS OF CONNECTION**

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

**Approval Detail**

**Sewer**

**Connection Or Disconnection Details**

<b>Sewer Connection Description</b>	<b>PSP Number</b>
<b>Sewer Connection</b>	1346021

## **Conditions of Connection Details**

### **GENERAL**

In these conditions the terms,

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

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

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

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

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

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

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

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

### **SEWER**

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

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

## **AMENDMENTS**

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

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

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

## **INDEMNITY**

You must indemnify Yarra Valley Water against:

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

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

You must pay us any costs we reasonably incur in:

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



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

Citylinkconveyancing C/- Triconvey2 (Reseller) C/-  
LANDATA  
certificates@landata.vic.gov.au

### RATES CERTIFICATE

**Account No:** 9453594890  
**Rate Certificate No:** 30976821

**Date of Issue:** 29/09/2025  
**Your Ref:** 847365

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
13 CANTERA AVE, DOREEN VIC 3754	1403\PS721472	5092558	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$0.00
Residential Water and Sewer Usage Charge Step 1 – 38.720000kL x \$3.43420000 = \$80.09 Step 1 – 0.000000kL x \$3.57240000 = \$55.01 Step 2 – 27.280000kL x \$4.50590000 = \$74.03 Step 2 – 0.000000kL x \$4.68710000 = \$50.86 Estimated Average Daily Usage \$2.95	08-05-2025 to 04-08-2025	\$259.99	\$0.00
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$0.00
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$0.00
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$0.00
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$0.00

GENERAL MANAGER  
RETAIL SERVICES

**Note:**

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and

payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

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

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

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

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

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

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



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

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

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

Property No: 5092558

Address: 13 CANTERA AVE, DOREEN VIC 3754

Water Information Statement Number: 30976821

## HOW TO PAY



Bill Code: 314567  
Ref: 94535948906

Amount  
Paid

Date  
Paid

Receipt  
Number

<b>Date of issue</b> 01/10/2025	<b>Assessment No.</b> 892950	<b>Certificate No.</b> 176811	<b>Your reference</b> 78249938-016-9
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Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2026

**Property location:** 13 Cantera Avenue DOREEN 3754

**Description:** LOT: 1403 PS: 721472L

**AVPCC:** 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$700,000	\$400,000	\$35,000

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2025	\$1,655.04
Food/Green waste bin charge levied on 01/07/2025	\$95.30
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$121.10
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$0.00
Interest to 01/10/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
<b>Balance of rates &amp; charges due:</b>	<b>\$2,322.09</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$2,322.09</b>
--	-------------------

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

#### Council Offices

25 Ferris Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service

 **131 450**

ABN 72 431 091 058

[whittlesea.vic.gov.au](http://whittlesea.vic.gov.au)

## 2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

## 3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

## 4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

## 5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

### ***Interest penalty on late payments***

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

## 6. Other information:



Authorising Officer

**This certificate provides information regarding valuation, rates, charges, other moneys 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.**

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**Payment can be made using these options.**

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 892950



Phone 1300 301 185  
Ref 892950



Biller Code 5157  
Ref 892950

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

Created at 03 October 2025 11:02 PM

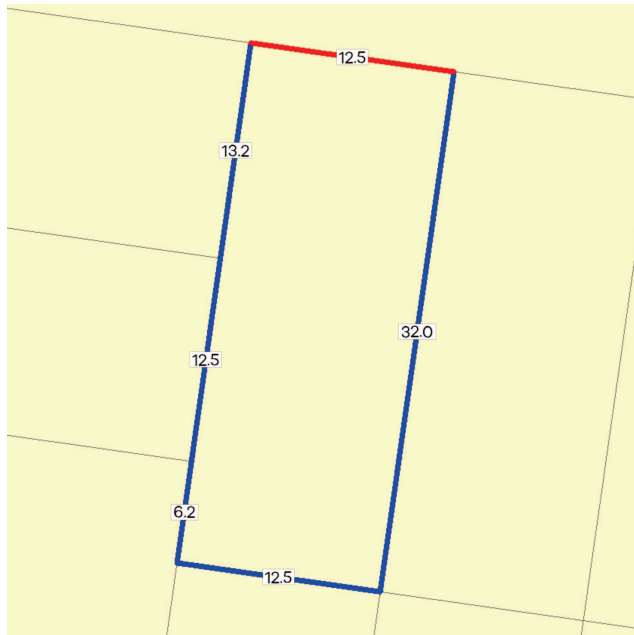
## PROPERTY DETAILS

Address: **13 CANTERA AVENUE DOREEN 3754**  
Lot and Plan Number: **Lot 1403 PS721472**  
Standard Parcel Identifier (SPI): **1403\PS721472**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **892950**  
Directory Reference: **Melway 184 D2**

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

## SITE DIMENSIONS

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



**Area:** 400 sq. m

**Perimeter:** 89 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](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
Legislative Assembly: **YAN YEAN**

## 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 property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

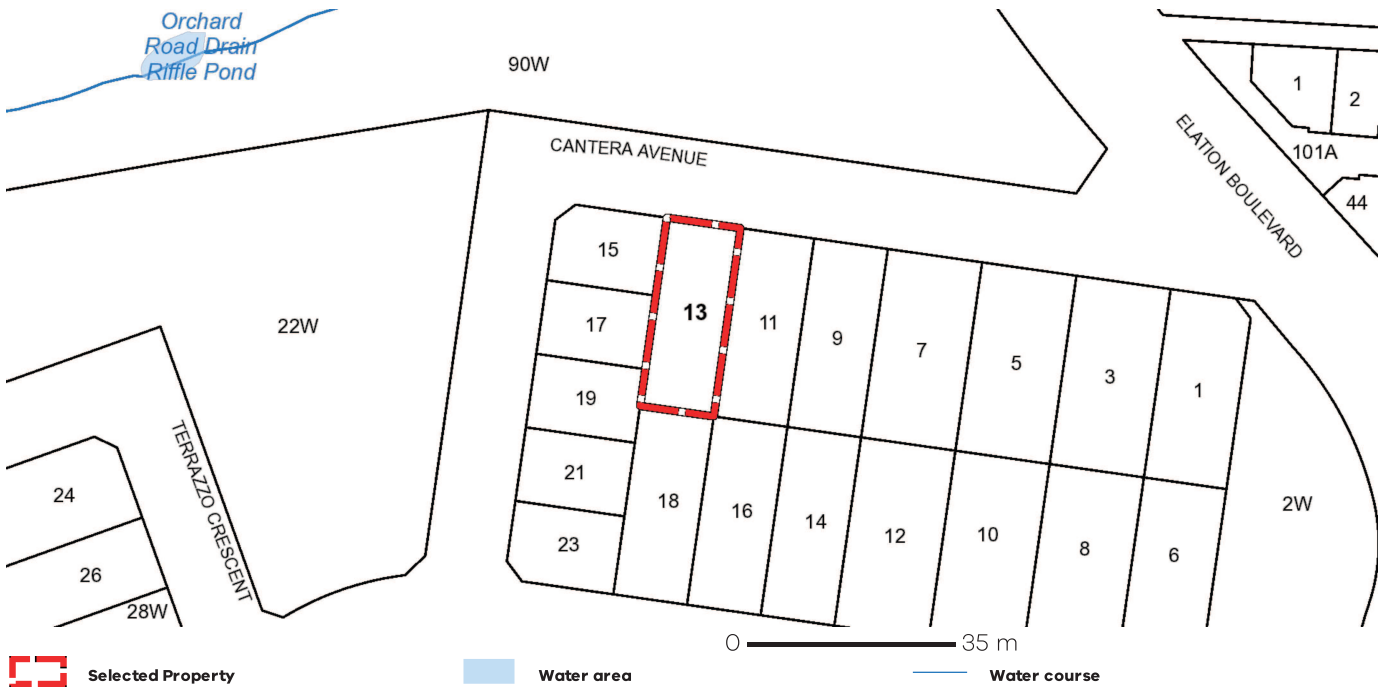
**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map



Selected Property

Water area

Water course

# PLANNING PROPERTY REPORT



Department of Transport and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 03 October 2025 11:04 PM

## PROPERTY DETAILS

Address: **13 CANTERA AVENUE DOREEN 3754**  
Lot and Plan Number: **Lot 1403 PS721472**  
Standard Parcel Identifier (SPI): **1403\PS721472**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **892950**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 184 D2**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
Legislative Assembly: **YAN YEAN**

## OTHER

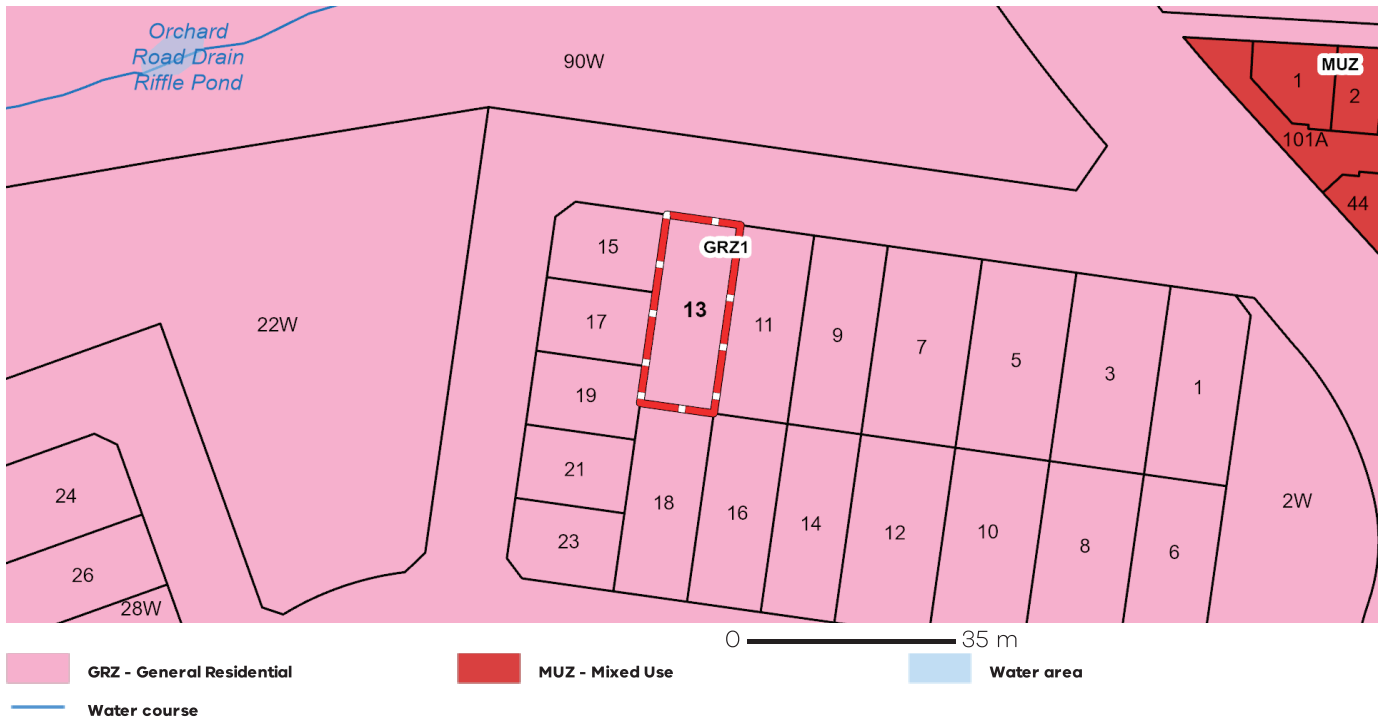
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

## Planning Zones

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

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



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

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6 (DCPO6)



### DEVELOPMENT PLAN OVERLAY (DPO)

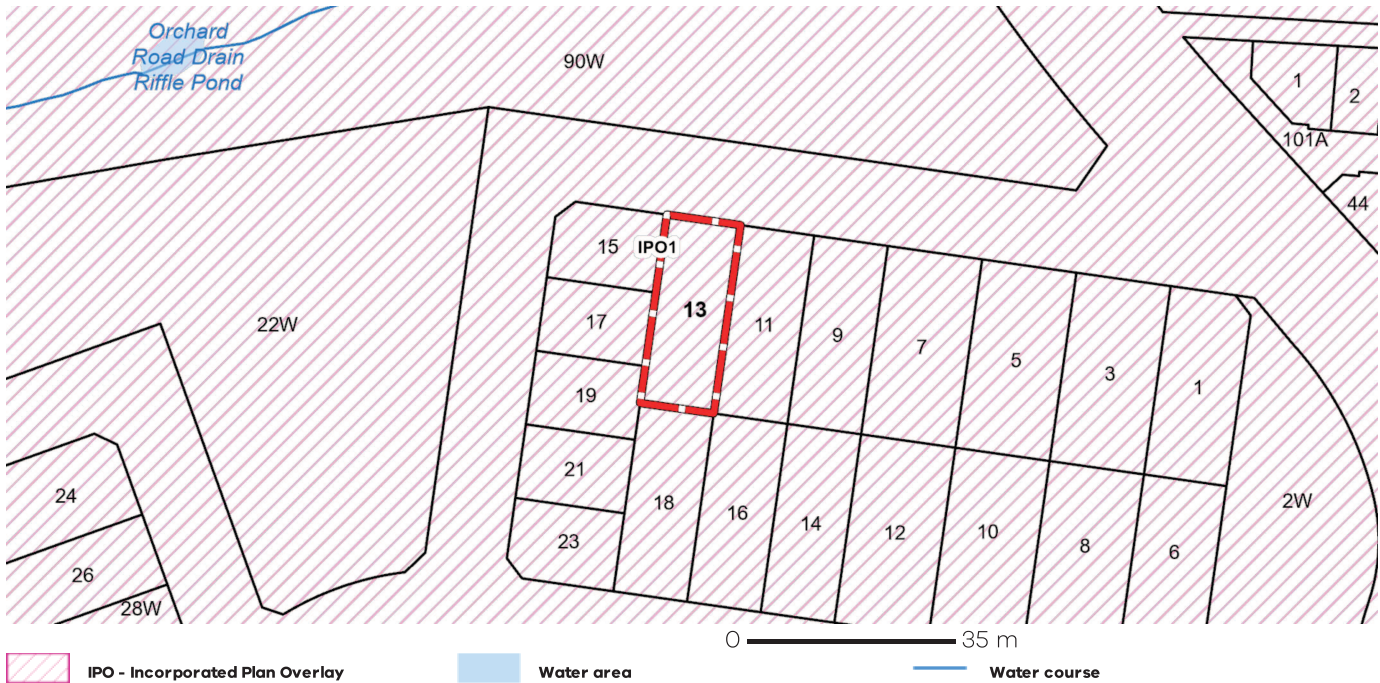
#### DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)



## Planning Overlays

### INCORPORATED PLAN OVERLAY (IPO)

#### INCORPORATED PLAN OVERLAY - SCHEDULE 1 (IPO1)



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

### VEGETATION PROTECTION OVERLAY (VPO)

#### VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



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

## Further Planning Information

Planning scheme data last updated on 2 October 2025.

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

# Property Clearance Certificate

## Land Tax



INFOTRACK / CITYLINKCONVEYANCING

<b>Your Reference:</b>	1414/25
<b>Certificate No:</b>	93442586
<b>Issue Date:</b>	29 SEP 2025
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 13 CANTERA AVENUE DOREEN VIC 3754

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41312303	1403	721472	11498	698	\$0.00

**Vendor:** REYHANEH KABOLI FARSHCHI & MEHRDAD SAMANIPOUR  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR MEHRDAD SAMANIPOUR	2025	\$380,000	\$0.00	\$0.00

**Comments:** Property is exempt: LTX Principal Place of Residence.

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

**Comments:**

Arrears of 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):	\$700,000
SITE VALUE (SV):	\$380,000
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>



# Notes to Certificate - Land Tax

Certificate No: 93442586

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,590.00

Taxable Value = \$380,000

Calculated as \$1,350 plus ( \$380,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,000.00

Taxable Value = \$700,000

Calculated as \$700,000 multiplied by 1.000%.

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## Land Tax - Payment Options

### BPAY



Billor Code:5249  
Ref: 93442586

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 93442586

### Visa or Mastercard

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / CITYLINKCONVEYANCING

<b>Your Reference:</b>	1414/25
<b>Certificate No:</b>	93442586
<b>Issue Date:</b>	29 SEP 2025
<b>Enquires:</b>	ESYSPROD

<b>Land Address:</b>	13 CANTERA AVENUE DOREEN VIC 3754				
<b>Land Id</b>	<b>Lot</b>	<b>Plan</b>	<b>Volume</b>	<b>Folio</b>	<b>Tax Payable</b>
41312303	1403	721472	11498	698	\$0.00
<b>AVPCC</b>	<b>Date of entry into reform</b>	<b>Entry interest</b>	<b>Date land becomes CIPT taxable land</b>	<b>Comment</b>	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMPROVED VALUE:</b>	<b>\$700,000</b>
<b>SITE VALUE:</b>	<b>\$380,000</b>
<b>CURRENT CIPT CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93442586

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / CITYLINKCONVEYANCING

<b>Your Reference:</b>	1414/25
<b>Certificate No:</b>	93442586
<b>Issue Date:</b>	29 SEP 2025

**Land Address:** 13 CANTERA AVENUE DOREEN VIC 3754

Lot	Plan	Volume	Folio
1403	721472	11498	698

**Vendor:** REYHANEH KABOLI FARSHCHI & MEHRDAD SAMANIPOUR

**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.

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

**Paul Broderick**  
Commissioner of State Revenue

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

# Notes to Certificate - Windfall Gains Tax

Certificate No: 93442586

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

**BPAY**




Billers Code: 416073  
Ref: 93442580

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 93442580

**Visa or Mastercard**

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

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

**Important payment information**

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

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