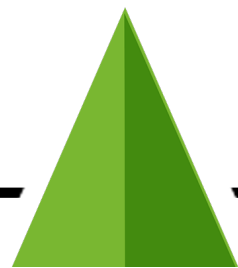




**Christopher Andrew Stuart,
Alayne Louise Stuart &
Thomas William Stuart**

CONTRACT OF SALE

35 Elderfield Circuit, Doreen VIC 3754



CONTRACT OF SALE OF REAL ESTATE

Property address: 35 Elderfield Circuit, Doreen VIC 3754

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

The terms of this contract are contained in the:

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:.....
.....on/...../20.....

Print name(s) of person(s) signing:.....

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

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

SIGNED BY THE VENDOR:.....
.....on/...../20.....

Print name(s) of person(s) signing:.....

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

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

IMPORTANT NOTICE TO PURCHAERS

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: Stone Real Estate (Whittlesea)
Address: 1/75 Church Street, Whittlesea VIC. 3757
Email: faraikatiyo@stonerealestate.com.au
Tel: 03 9716 2000 Mob: +61 (4) 04 126 415 Fax: _____ Ref: Farai Katiyo

VENDOR

Name: Christopher Andrew Stuart, Alayne Louise Stuart and Thomas William Stuart
Address: _____

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: LEAD Conveyancing
Address: Level 2, Suite 9, 454 Collins Street, Melbourne VIC 3000
Email: info@leadconveyancing.com.au
Tel: 04 88 879 757 Mob: _____ Fax: _____ Ref: M-LH-STU20-84041

PURCHASER

Name: _____
Address: _____

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

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

LAND (general conditions 3 and 9)

The land is –
described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12196 Folio 234	72	Plan of Subdivision 811813K

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: 35 Elderfield Circuit, Doreen VIC 3754

GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

NIL

PAYMENT (general condition 11)

Price: \$
Deposit: \$ by/...../..... of which \$ has been paid
Balance: \$

GST (general condition 13)

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

If this is a sale of a 'farming business' is carried on which the parties consider meets requirements of section 38-400 of the GST Act or of a "going concern" then add the words 'farming business' or 'going concern' in this box.

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

SETTLEMENT (general condition 10)

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; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE (general condition 1.1)

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

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

(only complete the one that applies. Check tenancy agreement/lease before completing details)

*residential tenancy agreement for a fixed term ending on/...../20.....

OR

*periodic residential tenancy agreement determinable by notice

OR

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

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words 'terms contract' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

LOAN (special condition 21)

The following details apply if this contract is subject to a loan being approved:

Lender: (or another lender chosen by the purchaser)

Loan Amount: \$..... Approval date:/...../20.....

BUILDING REPORT (special condition 26)

Special condition 26 applies only if the box is checked.

PEST REPORT (special condition 27)

Special condition 27 applies only if the box is checked.

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

Note: It is recommended that when adding special conditions:

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

If the contract is subject to '**special conditions**' then particulars of the Special Conditions are:

See attached.

GENERAL CONDITIONS

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

TITLE

1. Encumbrances

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

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate formerly prescribed by the *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

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

3. Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim any 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 costs.

5. Consents

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

6. Transfer

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

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance

- with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purpose specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the security interest in respect of the property; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property
- (a) that
 - (i) the purchaser intends to use predominately 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 purpose of section 47(1) of the *Personal Property Securities Act* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.
- 8 Builder warranty insurance**
- The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.
- 9. General law land**
- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 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, the vendor's legal practitioner or conveyancer; or
- (b) in accordance with the written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

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

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

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

12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either –
 - (i) there are no debts secured against the property;
- or

- (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and

- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

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

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

13. GST

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

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

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that 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 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 this 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 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;
 - (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;
 - (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 an action falls on a Saturday, Sunday or bank holiday.

17. Service

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

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

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) The deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of 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 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 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.

SPECIAL CONDITIONS

1. Interpretation and Definitions

1.1 GENERAL CONDITIONS

- (a) The special conditions will take priority over any General Conditions of this Contract of Sale to the extent of any inconsistency.
- (b) General Condition 12.4 is added:
“Where the Purchaser is deemed by section 27(7) of the *Sale of Land Act 1962 (Vic)* to have given the deposit release authorisation referred to in section 27(1), the Purchaser is also deemed to have accepted title in the absence of any prior express objection to title.”
- (c) General Condition 2.1 is amended by adding the phrase “prior to the revocation of the *Estate Agents (Contracts) Regulations 2008 (Vic)* on 11 August 2018” at the end of the general condition; and
- (d) General Conditions 18, 24.4 – 24.6 are deleted from this contract.

1.2 DEFINITIONS

In this Contract of Sale except where inconsistent with the context or subject matter:

Authority means an authority having jurisdiction over the Property (including its occupation, use and development) including any government, statutory body or corporation or service provider.

Bank means a financial lending institution that the Purchaser is obtaining finance from for the purpose of completing this Contract of Sale.

Bank Guarantee means a bank guarantee from a Bank which is irrevocable and unconditional, has no expiry date, is drawn in favour of the Vendor’s solicitor office, secures the Deposit, entitles the Vendor’s solicitor to call on the guarantee in accordance with the Contract and contains terms that are satisfactory to the Vendor acting reasonably.

Business Day means any day which is not a Saturday, Sunday or a public holiday in the State of Victoria.

Claim means any claim, notice, demand, action, proceeding, litigation, investigation or judgement, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Cost means any cost, charge, expense, outgoing, payment, fee, liability or penalty of any kind, including legal and professional fees.

Deposit Bond means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit, issued by an issuer and in a form that is satisfactory to the Vendor acting reasonably, and with an expiry date that is no less than 45 days after the Settlement Date.

FIRB Approval means the approval of the Treasurer pursuant to the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

General Conditions means the condition set out in Form 2 in the Schedule to the former *Estate Agents (Contracts) Regulations 2008 (Vic)* as amended in this Contract of Sale.

Law means any law whether that law arises under statute or common law or pursuant to any act, statutory instrument, regulation, order, ordinance, rule, by-law, proclamation, control, permit, approval, licence, notice or directive of any Authority or otherwise, and includes any law relating to or affecting the Property or its occupation, use or development.

Loss means any loss, damage (including death or injury) or Cost of any kind.

Outgoings means all outgoings relating to the Property including rates, taxes, assessments, owners corporation levies and land tax. Land tax will cease to be an adjustable Outgoings for all Contracts entered into from and on 1 January 2024.

OC Act means the *Owners Corporation Act 2006 (Vic)*.

Owners Corporation means an owners corporation established under the OC Act.

Particulars of Sale means the Particulars of Sale to which these Special Conditions are attached.

Property means the Land that is sold under this Contract of Sale.

Settlement means the date upon which title is accepted and the Price is paid.

Transfer means a registrable instrument or instruments of transfer of the Land as will enable the Purchaser to become registered as proprietor of the Land.

Transferee means the Purchaser named under the Contract only.

Vendor's Statement means a statement in accordance with section 32 of the *Sale of Land Act 1962 (Vic)* which is attached to and forms a part of this Contract of Sale, otherwise referred to as a Section 32.

1.3 INTERPRETATION

In this Contract of Sale, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words denoting any gender include all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a party, clause, paragraph, schedule or attachment is a reference to the same in this Contract of Sale;
- (e) a reference to this Contract of Sale includes the General Conditions, Special Conditions, Schedules or Attachments;
- (f) heading are for convenience and do not affect interpretation;
- (g) a reference to "\$" or "dollar" is a reference to the Australian currency;
- (h) a reference to a time is a reference to the Australian Eastern Standard Time or Australian Eastern Daylight Savings Time, whichever is appropriate;

- (i) a reference to a party includes its executors, administrators, successors, substitutes (including persons taking action by novation) and permitted assigns;
- (j) words and expressions denoting natural persons include body corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;
- (k) a reference to any legislation or to any provision of any legislation includes:
 - (i) any modification, re-enactment or replacement of the legislation; and
 - (ii) all legislation, statutory instruments and regulations issued under the legislation or provision;
- (l) no rule of construction applies to the disadvantage of a party because that party was responsible for preparation of the Contract of Sale or any part of it; and
- (m) terms described in the Particulars of Sale have the same meaning when used in this Contract.

2. Guarantee and Indemnity

2.1 CORPORATE PURCHASER TO PROVIDE GUARANTEE

- (a) Where the Purchaser is a corporation, the Purchaser must deliver to the Vendor on the Day of Sale a Guarantee in the form of the Schedule 1 annexed to this Contract of Sale executed by its sole director if it is a sole director corporation or two directors if it is a multi-director corporation.
- (b) Special Condition 2.1(a) does not apply to a corporation that is officially listed in the Australian Stock Exchange.
- (c) Failure by the Purchaser to provide a Guarantee in accordance with Special Condition 2.1(a) will give the Vendor the right to end this Contract immediately by written notice at any time before the Guarantee is provided. General Condition 27.1 (Default notice) and General Condition 28 (Default not remedied) do not apply to the Vendor's right to end this Contract of Sale under this special condition.

2.2 FOREIGN INVESTMENT REVIEW BOARD (FIRB)

- (a) The Purchaser warrants that FIRB Approval is not required by the Purchaser for the purchase of the Property, or that if it is required, the Purchaser has obtained that approval or will obtain that approval prior to Settlement.
- (b) The Purchaser indemnifies the Vendor from and against all Claims and Loss (including any consequential loss) which the Vendor may incur or become liable for as a consequence of the Purchaser breaching its warranty in Special Condition 2.2(a).
- (c) The Vendor may elect to serve notice on the Purchaser to end this Contract prior to Settlement if the Purchaser breached its warranty in Special Condition 2.2(a).
- (d) If this Contract is terminated under Special Condition 2.2(c), the Deposit paid by the Purchaser will be forfeited to the Vendor as its absolute property.

2.3 SCOPE OF INDEMNITIES

- (a) Each indemnity contained in this Contract of Sale is separate and independent from the Purchaser's other obligations in this Contract of Sale and continues after the completion or termination of this Contract of Sale.
- (b) The Vendor is entitled to recover under an indemnity before incurring expenses.

3. Identity of the Property

3.1 PURCHASER'S ACKNOWLEDGEMENTS:

The Purchaser acknowledges that:

- (a) the Property as inspected by the Purchaser is identical with that described in the title particulars set out in the Particulars of Sale;
- (b) any structure, fence, wall or improvement is located on or inside the title boundary to the Land;
- (c) improvements located on adjoining properties do not encroach on the Land; and
- (d) any improvements on the Land comply with all Laws.

3.2 PURCHASER'S RIGHTS

The Purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the Vendor to amend title, take any action or incur any Cost; or
- (c) delay Settlement, rescind or terminate this Contract of Sale

because of any matter or any failure of the Property to comply with any matter referred to in this Special Condition 3.

4. Restrictions

4.1 LAWS AFFECTING THE PROPERTY AND ITS USE

- (a) The Property is sold subject to all Laws affecting the Property, its use and development, including any planning permits and legislation, building legislation and regulations and owners corporation rules.
- (b) No Law or the failure of compliance with it constitutes a defect in the Vendor's title or affects the validity of this Contract.

4.2 ENCUMBRANCES

The Property is subject to the encumbrances detailed in or annexed to the Contract and Section 32.

4.3 PURCHASER'S RISK

The Purchaser is:

- (a) is responsible for remedying, at its own Cost, any failure of the Property to comply with any Laws or encumbrances disclosed in the Contract and Section 32 affecting the Property; and

- (b) indemnifies the Vendor for all Claims and Loss which the Vendor may incur or become liable for as a result of the Purchaser's failure to remedy any such failure.

4.4 NO REQUISITIONS

The Purchaser must not:

- (a) make any requisition, objection or Claim;
- (b) ask the Vendor to take any action or incur any Cost; or
- (c) delay Settlement, or rescind or terminate this Contract of Sale,

because of any matter or any failure of the Property to comply with any matter referred to in this Special Condition 4.

5. Condition of the Property

- (a) The Property and any chattels including any improvements to it are sold in their present condition and subject to any defects and fair wear and tear.
- (b) The Purchaser agrees that unless otherwise stated in this Contract, the Vendor may not be required to make any improvements to the Property prior to Settlement, including if the Goods become defective after the Day of Sale due to fair wear and tear.
- (c) The Purchaser acknowledges that the Vendor is not required to make good and repair any damage that might be caused to the property due to the removal of Goods prior to Settlement. For the avoidance of doubt, any damage including cracks, holes, scratches, dents, scrapes and like surface damage are considered fair wear and tear pursuant to General Condition 24.2.
- (d) The Purchaser acknowledges that the Vendor is only required to provide the Property to the Purchaser in a reasonably clean state on Settlement, free from all debris and Goods that are not included in the sale. Unless otherwise specified, the Purchaser will not require the Vendor to undertake or incur any costs in organising for any form of professional cleaning, carpet cleaning, lawn mowing, plant trimming or similar maintenance activities prior to Settlement.

6. Rights of Entry

- (a) The Purchaser's rights of entry under General Condition 21 (Notices) and General Condition 22 (Inspections) must be exercised at reasonable times and with prior approval of the Vendor.
- (b) Unless otherwise stated in this Contract, the Purchaser's rights of entry for inspection under General Condition 22 may only be exercised once prior to Settlement.

7. Nomination

- (a) The Purchaser agrees that it is entering into this Contract with the intention to take title on settlement as a Transferee under the Transfer and that it will not nominate the right to take title to another person and/or legal entity.
- (b) Any common law right that the Purchaser may have to nominate the right to take title is expressly excluded.

- (c) Where the Purchaser requests to nominate their right to take title to another person and/or legal entity despite Special Condition 7(a), the Purchaser agrees that it will be in default of this Contract of Sale, and the nomination can only occur with the Vendor's prior written consent to waive the restriction under this special condition, which may be exercised in its absolute discretion, subject to the Purchaser:
- (i) not already in default of any other provisions under this Contract of Sale when the nomination is requested;
 - (ii) make its nomination request in writing to the Vendor no less than 14 days before the Settlement Date;
 - (iii) deliver to the Vendor with the request of nomination, a Guarantee in accordance with Special Condition 2.1 if the nominee is a corporation as if the nominee was included as a Purchaser in the Contract of Sale;
 - (iv) pay the Vendor's legal costs of responding to the nomination agreed to be \$330 (excl GST) payable at Settlement by way of adjustments.

8. Paper Settlement

- 8.1 This Special Condition 8 only applies to the Contract of Sale if the transaction must be completed on a paper-based Transfer (**Paper Transfer**), due to the Purchaser's inability to settle the Transfer as an electronic transaction, which for the avoidance of doubt, is deemed a default of contract entitling the Vendor only to claim reasonable costs to cover the Vendor's expenses of undertaking a Paper Transfer.

8.2 PAPER TRANSFER

- (a) The Purchaser's legal practitioner or conveyancer must deliver the duly prepared and signed Paper Transfer to the Vendor's legal practitioner or conveyancer no later than 10 Business Days before the Settlement Date.
- (b) The delivery of the Paper Transfer is not acceptance of title.
- (c) If the Purchaser or its legal practitioner or conveyancer does not comply with Special Condition 8.2, the Vendor may:
 - (i) settle this Contract of Sale at any time on or between the Settlement Date and 10 Business Days after the date on which it receives the Paper Transfer; and
 - (ii) claim interests and Costs from the Settlement Date until the actual date of Settlement from the Purchaser as if the Purchaser is in default after the Settlement Date.
- (d) The Purchaser acknowledges that processing of the Paper Transfer by the Vendor's legal practitioner or conveyancer is more cumbersome. Where the Paper Transfer is required due to the Purchaser's personal circumstances not to the fault of the Vendor, that the Purchaser will pay the Vendor's additional costs of \$249 (excl GST) at Settlement.

8.3 PAPER SETTLEMENT

- (a) Settlement for a Paper Transfer will occur at a physical venue and at a time in accordance with this Special Condition (**Paper Settlement**).
- (b) (**Time for Settlement**)

- (i) Settlement must take place between the hours of 10 am and 3 pm unless the parties agree otherwise.
 - (ii) Settlement after 3 pm on any day is deemed to take place on the next Business Day.
 - (iii) Subject to Special Condition 8.3(b)(i), the parties must use all reasonable endeavours to agree to a mutually acceptable time for Settlement to take place. If an agreement cannot be reached, the Vendor may nominate a time for Settlement by written notice to the Purchaser.
- (c) **(Place for Settlement)** Settlement will take place at any place as directed by the Vendor in their absolute discretion.
- (d) **(Documents for Settlement)** The Vendor must deliver to the Purchaser at Settlement all documents that is required to affect a transfer of title from the Vendor to the Purchaser upon payment of the Price including:
- (i) the Paper Transfer;
 - (ii) the certificate of title for the Land;
 - (iii) the discharge of mortgage, withdrawal of caveat and any registry instruments required to remove an encumbrance on the Land that would otherwise prevent the registration of a transfer of title.
- (e) For the avoidance of doubt, nothing in Special Condition 8.3(d) requires the Vendor to provide additional documents after Settlement is completed.

9. Electronic Settlement

- 9.1 Settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. This special condition has priority over any other provision of this Contract to the extent of any inconsistency.
- 9.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special Condition 9 ceases to apply from when such a notice is given.
- 9.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 9.4 The Vendor must open the electronic workspace (**Workspace**) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for Settlement in a Workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 9.5 This Special Condition 9.5 applies if there is more than one electronic lodgement network operator in respect of this transaction. In this Special Condition 9.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be the one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the Workspaces of all the electronic lodgement network operators after the Workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by the Purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the Purchaser, the Vendor must make the selection.

9.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

9.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible

if, after the locking of the Workspace at the nominated settlement time, settlement in accordance with Special Condition 9.6 has not occurred by 4 pm, or 6 pm if the nominated time for Settlement is after 4 pm.

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

9.9 The Vendor must before Settlement:

- (a) deliver any keys, security devices and codes (**Keys**) to the estate agent named in the Contract;
- (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of Settlement by the Vendor, the Vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the Contract) to which the Purchaser is entitled at Settlement, and any Keys if not delivered to the estate agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the Vendor holds those documents, items and keys at the Vendor's address set out in the Contract; and

give, or direct its subscriber to give, all those documents and items and any such Keys to the Purchaser or the Purchaser's nominee on notification by the electronic lodgement network operator of Settlement.

10. Statement of Adjustments

10.1 DELIVERY OF THE STATEMENT OF ADJUSTMENT

- (a) The Purchaser's legal practitioner or conveyancer must deliver a statement of adjustments together with copies of any supporting certificates or statements in preparation of the statement of adjustments to the Vendor's legal practitioner or conveyancer no later than 10 Business Days before the Settlement Date.
- (b) If the Purchaser or its legal practitioner or conveyancer does not comply with Special Condition 10.1(a), the Vendor may:
 - (i) settle this Contract of Sale at any time on or between the Settlement Date and 10 Business Days after the date on which it receives the statement of adjustments; and
 - (ii) claim interests and Costs from the Settlement Date until the actual date of Settlement from the Purchaser as if the Purchaser is in default after the Settlement Date.

10.2 LIABILITY FOR OUTGOINGS

The Vendor must pay all Outgoings required to be paid by the Vendor for the Property up to and including the Settlement Date. The Purchaser must pay all Outgoings required to be paid after the Settlement Date.

10.3 APPORTIONMENT OF OUTGOINGS

- (a) **(Billing cycle)** An apportionment of Outgoings must be made in respect of the period to which it relates.
- (b) **(Paid basis)** An Outgoing must be apportioned between the Vendor and Purchaser on Settlement on the basis that the relevant Outgoing has been paid by the Vendor for the whole of the current period for which the assessment relates irrespective of whether it has actually been paid. All Outgoings incurred by the Vendor prior to Settlement, subject to the adjustments agreed to between the parties, must be paid in full by the Settlement Date.
- (c) **(Disregard personal statutory benefit)** Any personal statutory benefit available to any party must be disregarded when calculating an apportionment.

10.4 OUTGOINGS WHICH HAVE NOT BEEN ASSESSED

If at Settlement, the amount of any Outgoings that has not been assessed or separately assessed by the relevant Authority:

- (a) The Vendor may require the Purchaser to adjust at Settlement an amount which the Vendor acting reasonably, considers to be an appropriate estimate of the unassessed Outgoing for the relevant period.
- (b) The adjustments of the unassessed Outgoings will be made in accordance with Special Condition 10.3. As soon as possible after the assessment of the Outgoings are made, the parties must make any necessary re-adjustment between themselves.
- (c) The Purchaser is not entitled to deduct from or delay the payment of any part of the Price on the basis that an Outgoing has not been assessed at Settlement.

11. Owners Corporation

- 11.1 This special condition will only apply if there is an Owners Corporation registered on the title of the Property, which includes any body corporate which is deemed to be an Owners Corporation pursuant to clause 3 of Schedule 2 of the *Owners Corporation Act 2006 (Vic) (OC Act)*.
- 11.2 Fees set by the Owners Corporation pursuant to section 23 of the OC Act for the recovery of general administration, maintenance, insurance, rates and taxes and other recurrent obligations of the Owners Corporation will be adjusted between the Vendor and Purchaser in accordance with Special Condition 10.3.
- 11.3 Fees set by the Owners Corporation pursuant to section 24 of the OC Act for any special levies and charges that:
- (a) were levied and disclosed to the Purchaser before the Day of Sale but remains unpaid; or
 - (b) are levied after the Day of Sale
- must be borne by the Purchaser in full and will not be adjusted in accordance with Special Condition 10.3.
- 11.4 For the avoidance of doubt, Special Condition 11.3 applies even if the Vendor has elected to pay for the special levies prior to Settlement Date.

12. Foreign Resident Capital Gains Withholding (FRCGW)

- 12.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 12.2 Every Vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 12.3 The remaining provisions of this Special Condition 12 only apply if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* (**the amount**) because one or more of the Vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 12.4 The amount is to be deducted from the Vendor's entitlement to the contract consideration. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 12.5 The Purchaser must:
- (a) engage a legal practitioner or conveyancer (**representative**) to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations under the legislation and this special condition; and

- (b) ensure that the representative does so.
- 12.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the Vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this special condition, despite:
 - (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
 - (e) any other provision in this contract to the contrary.
- 12.7 The representative is taken to have complied with the requirements of Special Condition 12.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 12.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the Purchaser at least 5 business days before the due date for Settlement.
- 12.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
- 12.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

13. GST Withholding

- 13.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 13.2 The Purchaser must notify the Vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the Purchaser named in the Contract.
- 13.3 The Vendor must at least 14 days before the due date for Settlement provide the Purchaser and any person nominated by the Purchaser under General Condition 18 and Special Condition 7 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation*

Administration Act 1953 (Cth), and must provide all information required by the Purchaser or any person so nominated to confirm the accuracy of the notice.

- 13.4 This special condition applies if the Purchaser is or may be required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the Vendor from compliance with section 14-255.
- 13.5 The amount is to be deducted from the Vendor's entitlement to the Contract **consideration* and is then taken to be paid to the Vendor, whether or not the Vendor provides the Purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The Vendor must pay to the Purchaser at Settlement such part of the amount as is represented by non-monetary consideration.
- 13.6 The Purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 13.7 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on Settlement of the sale of the Property;
 - (b) promptly provide the Vendor with evidence of payment, including any notification or other document provided by the Purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this special condition;
- despite:
- (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
 - (e) any other provision in this contract to the contrary.
- 13.8 The representative is taken to have complied with the requirements of Special Condition 13.7 if:
- (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 13.9 The Purchaser may at settlement give the Vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the Vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.

However, if the Purchaser gives the bank cheque in accordance with this Special Condition 13.9, the Vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and include particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

13.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the Purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

13.11 The Vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the Purchaser a written notice under section 14-255 to the effect that the Purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the Vendor to the Purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

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

- (a) the penalties or interest arise from any failure on the part of the Vendor, including breach of a warranty in Special Condition 13.11; or
- (b) the Purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the Purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

14. Notice

14.1 METHOD OF SERVICE

Any demand or notice given by any party under, or in connection with, this Contract of Sale must be given or received by the legal practitioner or conveyancer for that party and must be:

- (a) in writing; and

- (b) hand delivered, sent by prepaid post or transmitted by email to the recipient's address as detailed in the Particulars of Sale (or as varied by notice).

14.2 RECEIPT

A notice given in accordance with this special condition is taken to have been validly served:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post:
 - (i) within Australia, on the date that is two (2) Business Days after the date of posting;
or
 - (ii) to or from a place outside of Australia, on the date that is seven (7) Business Days after the date of posting.
- (c) if transmitted by email, on transmission;

but if the delivery or transmission is not on a Business Day or is after 5 pm on a Business Day, the notice is taken to be received no earlier than 9 am on the next Business Day.

15. Whole Contract

15.1 ENTIRE AGREEMENT

This Contract of Sale forms the entire agreement between the parties in relation to the Property and its purchase.

15.2 CONDITIONS NOT IN THE CONTRACT OF SALE

Any promise, condition, representation, information or warranty relating to or leading up to the Day of Sale provide or made by, or on behalf of the Vendor which is not expressly set out in this Contract of Sale is expressly negated and withdrawn.

16. Waiver

16.1 FAILURE TO EXERCISE POWER OR RIGHT

- (a) The failure, delay or omission by the Vendor to exercise any power or right under this Contract of Sale does not operate as a waiver of that power or right.
- (b) The single or partial exercise by the Vendor of any power or right under this Contract does not preclude any other or future exercise of that, or any other power or right, under this Contract of Sale.

16.2 NO WAIVER OF THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations under this Contract of Sale are not waived, diminished, varied, prejudiced or otherwise affected by any time or indulgence allowed or granted by the Vendor to the Purchaser, or by any acceptance by the Vendor or payments tendered by the Purchaser otherwise than in accordance with this Contract of Sale.

16.3 WAIVER TO BE IN WRITING

Waiver of any power or right under this Contract of Sale:

- (a) must be in writing by the party or their legal practitioner or conveyancer entitled to the benefit of that power or right; and
- (b) is effective only to the extent set out in that written waiver.

17. Default and Rescission

17.1 DEFAULT INTEREST

- (a) If the Purchaser fails to pay an amount payable under this Contract of Sale on the due date for payment, the Purchaser must pay on demand interest on the amount unpaid at the rate that is 8% higher than the rate from time to time fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)*.
- (b) Interest payable under Special Condition 17.1(a):
 - (i) accrues on a daily basis and includes the due date for payment up to and including the actual date of payment; and
 - (ii) exclusive of any Costs that may be claimed by the Vendor under Special Condition 17.2.

17.2 DEFAULT COSTS

If the Purchaser breaches this Contract of Sale, the Purchaser must in addition to any of the Purchaser's other liabilities under this Contract, and without the right to claim any offset, pay or reimburse the Vendor on demand all Costs which the Vendor may incur or may become liable for as a result of the breach including but not limited to:

- (a) interest, penalties, fees, charges and discount fees payable by the Vendor to a mortgagee or chargee of the Property;
- (b) penalties and other expenses payable by the Vendor through any delay in completion of the Vendor's purchase of another property including the Cost of any bridging finance, interest, penalties, fees, charges and other expenses;
- (c) the Vendor's proper legal costs of \$440 (excl GST) and disbursements for each and every default;
- (d) the Vendor's proper legal costs of preparation and service of each and every notice of default under General Condition 27 in the sum of \$550 (excl GST);
- (e) any Costs associated with rescheduling Settlement in the sum of \$199 (excl GST);
- (f) the Vendor's Costs of accommodation and removalist including storage of goods.

17.3 NOTIFICATION OF STAKEHOLDER

The party ending this Contract of Sale must notify the stakeholder holding the Deposit and instruct the stakeholder to pay the Deposit to the party entitled to the Deposit in accordance with the terms of this Contract of Sale. The Vendor and the Purchaser appoint each other as their lawful attorney for this purpose and absolve the stakeholder from any liability when complying with such notice.

18. General

18.1 SEVERABILITY

Any provisions of this Contract that is illegal or unenforceable must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the Contract of Sale.

18.2 NON-MERGER

The conditions of this Contract of Sale that can take effect after the Settlement Date will continue to be in force as long as necessary to give effect to it.

18.3 ACT IN GOOD FAITH

Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to the terms of this Contract of Sale in good faith, including but not limited to the execution of documents and taking any actions reasonably required to comply with the terms of this Contract of Sale in a timely manner.

19. Deposit

19.1 CASH DEPOSIT

Payment of the Deposit must be made by way of a cheque drawn on an authorised deposit-taking institution or by electronic funds transfer to the stakeholder under the Contract. Unless otherwise agreed by the parties, the Deposit may not be paid in the form of cash.

19.2 NON-CASH DEPOSIT

- (a) The Deposit under the Contract of Sale may be paid wholly or partly by way of Deposit Bond or Bank Guarantee (**Bond**) but only with the Vendor's prior written approval.
- (b) The Bond must be in a form that is satisfactory to the Vendor and must have an expiry date of at least 45 days after the Settlement Date.
- (c) The Bond must be delivered to the Vendor's estate agent, legal practitioner or conveyancer in its original form within seven (7) days after the Day of Sale.
- (d) Where Settlement is extended, resulting in the Bond expiring on a date that is within 45 days after the original Settlement Date, the Purchaser must at its own cost and prior to the expiry of the Bond deliver a replacement on the same terms and conditions to the Vendor or make payment of the Deposit in the form of cash by way of cheque or electronic funds transfer in accordance with Special Condition 19.1.
- (e) Where a Bond is used as Deposit, the Purchaser must pay the full amount secured by the Bond to the Vendor as the Vendor's legal practitioner or conveyancer may direct on Settlement.
- (f) Where the full amount secured by the Bond is paid by the Purchaser in the form of cash pursuant to Special Condition 19.2(d) or (e), the Vendor must return the Bond in its original form to the Purchaser within a reasonable time thereafter.
- (g) The Vendor may claim on the Bond without prior notice if the Purchaser defaults under this Contract or repudiates this Contract or if this Contract comes to an end for any reason.

(h) This special condition is subject to General Condition 11.2.

19.2 PAYMENT OF DEPOSIT ON TIME

- (a) The Purchaser acknowledges and agree that payment of the Deposit in full and on time by 5 pm on the due date is an essential term of the Contract of Sale.
- (b) Failure to comply with this special condition is a breach of Contract under General Condition 25 and entitles the Vendor to serve written notice on the Purchaser to terminate the Contract at any time after the due date but before full payment is made by the Purchaser in accordance with Special Condition 19.1.
- (c) The 14 days' notice timeframe referred to in General Condition 27.2 does not apply to any default and termination notice served due to the Purchaser's failure to comply with this special condition.

20. Christmas and New Year

- 20.1 Notwithstanding any other provisions of this Contract of Sale, if Settlement has not taken place on or before 20 December in any calendar year that Settlement is set then both parties agree that settlement of this Contract of Sale will be set on 15 January of the following calendar year.
- 20.2 Neither party may issue a Default Notice on the other party between 20 December and 15 January of the following calendar year arising from or in connection with the failure to complete this Contract of Sale between the dates set out in Special Condition 20.1.
- 20.3 The notice period for any Default Notice served prior to 20 December in any calendar year will not include the dates between 20 December to 15 January of the following year inclusive. Time will resume from 16 January onwards.
- 20.4 Neither party may make any objection, requisition or Claim for any compensation in respect of any matter referred to in this Special Condition 20.

21. Subject to finance

- 21.1 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.
- 21.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor on 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.
- 21.3 For the purpose of this special condition, "written evidence of rejection or non-approval of the loan" means a letter on a Bank's letterhead referencing the Purchaser's full name confirming that a loan application was submitted but was denied. Any letter in support by a mortgage broker will not be sufficient.

- 21.4 All money must be immediately refunded to the purchaser if the contract is ended under this special condition.

22. Contract variations

- 22.1 The Purchaser acknowledges and agrees that once the contract has been fully signed by the parties, all key dates of the contract constitute essential terms and no variations can be made unless it is made in writing by exchange of letters between the parties' legal representatives.
- 22.2 If the Purchaser requests for any variations to the contract after signing, the Purchaser agrees to pay the Vendor's legal representative on settlement by way of adjustment a cost of \$149 (excl GST) for each and every variation, including for any extensions of key dates and rescheduling of settlement, with or without defaulting under the contract.

23. Digital duties forms

- 23.1 Definitions and interpretation

In this Special Condition 23:

DDF means the online form called "Digital Duties Form" generated from the SRO website related to the settlement of this contract;

Due Date means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing;

Settlement means the date the Purchaser accepts title to the Property and pays the Price in full;

SRO means the State Revenue of Victoria; and

SRO Settlement Statement means the statement called "Settlement Statement" generated from the SRO website after completion of a DDF.

- 23.2 The Vendor's legal practitioner must initial a DDF and send the invitation to the Purchaser's legal practitioner to complete those parts of the DDF which are to be completed by the Purchaser prior to settlement.
- 23.3 The Purchaser's legal practitioner must use all reasonable efforts to ensure that the DDF is completed and made ready for signing no later than three (3) business days prior to settlement so that the Vendor's legal practitioner will have sufficient time to obtain the Vendor's signature on the DDF for the purpose of settlement.
- 23.4 If the Purchaser's legal practitioner fails to comply with Special Condition 23.3, the Vendor or Vendor's legal practitioner will have the right to delay settlement for up to three (3) business days to provide enough time to the Vendor to review and sign the DDF, during which time the Purchaser will be considered to be in default under the contract and the Vendor may recover penalty and costs in accordance with the terms of this contract.

24. Subject to lease

- 24.1 This special condition applies only if the contract is made subject to lease and a copy of the lease agreement is included in the section 32 statement (**Lease**).

- 24.2 Until full payment of the Purchase Price is received, the Vendor may in the ordinary course of business, take proceedings in respect of the Lease to secure payment of any outstanding monies and do all things which may be necessary or ancillary to the proper management of the land.
- 24.3 The Purchaser acknowledges and agrees that it will perform all the obligations of the Landlord under the Lease after the Settlement Date, and will indemnify the Vendor from all damages, costs, expenses, and liabilities resulting from any breach of terms in the Lease agreement.
- 24.4 If the Lease agreement provides that rates, taxes and outgoings (**Outgoings**) are payable by the tenant, either to the Vendor or to any assessing authority, the Vendor shall not be called upon to pay any such Outgoings on settlement unless the Vendor has received the necessary payments from the tenant.
- 24.5 Notwithstanding section 141(1) of the *Property Law Act 1958 (Vic)*, the Vendor retains all rights to recover rent and Outgoings which relate to any period prior to the settlement date and to the extent such retention is ineffective, the Purchaser must at the request and expense of the Vendor, exercise its rights under section 141(2) of the said Act for the benefit of the Vendor.
- 24.6 Save for production and enclosure of the Lease, the Vendor is not required to provide any other documents relating to the Lease prior to or at Settlement. The Purchaser must rely on its own due diligence in relation to the Lease.

25. COVID-19 pandemic

- 25.1 The parties agree that should the Australian or Victorian Governments require the parties to be quarantined or to be in self-isolation due to the outbreak of the COVID-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's legal practitioner or conveyancer in writing of the period of the quarantine or self-isolation, as soon as practicable. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.
- 25.2 For the benefit of both parties to this transaction, should either party:
- (a) contract the COVID-19 virus;
 - (b) be placed in quarantine or isolation in the property;
 - (c) be directed to quarantine or self-isolate in the property; or
 - (d) need to care for an immediate member of their household or family in the property who is directly affected by Special Condition 25.2(a) – (c),

then the parties agree that the following provisions shall apply:

- (e) the other party cannot issue a Notice of Default on the party affected by the circumstances outlined in Special Condition 25.2(a) – (d) until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property;
- (f) the party seeking the benefit of this clause must provide suitable documentation as evidence of the need for isolation immediately upon diagnosis;

- (g) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property;
- (h) if the Vendor is the party seeking the benefit of this clause, he must:
 - (i) do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion;
 - (ii) thoroughly disinfect the property including but not limited to vacuuming carpets, cleaning air-conditioning filters, using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

24.3 For the benefit of both parties to this transaction, should the Australian or Victorian Governments issue any form of mandate that causes a delay to the due and timely performance of any provisions of this contract, whether it is an essential or non-essential term, the party that is delayed will be entitled to seek an extension without penalty and cost to the due date for performance of such provisions, but only after having exercised all reasonable efforts to complete their obligations via alternative means, to which the other party not affected cannot unreasonably withhold consent.

26. Building report

- 26.1 This special condition only applies if the applicable box in the particulars of sale is checked.
- 26.2 The Purchaser may end this contract within 14 days after the Day of Sale if the Purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the Vendor a copy of the report and a written notice ending this Contract; and
 - (c) is not in default under any other condition of this Contract when the notice is given.
- 26.3 All money paid must be immediately refunded to the Purchaser if the Contract ends in accordance with this special condition.
- 26.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

27. Pest report

- 27.1 This special condition only applies if the applicable box in the particulars of sale is checked.
- 27.2 The Purchaser may end this contract within 14 days after the Day of Sale if the Purchaser:
 - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the Vendor a copy of the report and a written notice ending this Contract; and
 - (c) is not in default under any other condition of this Contract when the notice is given.
- 27.3 All money paid must be immediately refunded to the Purchaser if the Contract ends in accordance with this special condition.
- 27.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

28. Swimming pool or spa

- 28.1. This special condition applies only if there is a swimming pool or spa on the Land as defined by the *Building Regulations 2018* (Vic).
- 28.2. The Vendor makes no representation as to any swimming pool or spa as to its compliance or otherwise with the *Building Regulations 2018* (Vic) or any other related regulations that may exist from time to time.
- 28.3. The Purchaser acknowledges that the Purchaser has performed its own due diligence on any swimming pool or spa and accept the condition of the same "as is, where is". The Purchaser will not raise any requisition, objection, demand, claim for compensation from the Vendor, delay settlement or terminate the Contract due to any matters related to any swimming pool or spa on the Land, including the registration and compliance or otherwise of the swimming pool or spa.
- 28.4. For the avoidance of doubt, 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 relates to the swimming pool or spa on the Land, including the costs of arranging for registration, and/or compliance after Settlement as appropriate. This special condition will not merge on settlement.

29. Error in adjustments

- 29.1. Both parties agree that if there are any errors to the Statement of Adjustments not discovered prior to Settlement, that both parties exercise all reasonable efforts after Settlement to respond to the other parties' requests in relation to any corrections that may be required.
- 29.2. This special condition does not merge on Settlement.

30. Auction Contract

If the Property is sold by public auction, the provisions of this special condition shall apply:

- (a) subject to the reserve price, the highest bidder whose bid is accepted by the auctioneer will be the Purchaser;
- (b) the auctioneer may refuse any bid, but no bid may be retracted;
- (c) the auctioneer may withdraw the Property from sale at any time;
- (d) if any dispute arises concerning any bid the auctioneer must at his option either decide whose was the last bid or submit the Property again at the last undisputed bid;
- (e) the auctioneer may determine the maximum or minimum amount by which the bidding may be advanced;
- (f) the auctioneer may refer the bid to the Vendor at any time before the conclusion of the auction;
- (g) the Vendor reserves the right to:
 - (i) bid personally or by an agent provided that such bid is fully disclosed as being a 'vendor's bid'; and
 - (ii) withdraw the Property at any time before it is actually sold without disclosing the reserve price;
- (h) the successful bidder must immediately sign the Contract of Sale on fall of the hammer. If the successful bidder fails to do so within 15 minutes after fall of the hammer, the Vendor

may, without prejudice to the Vendor's rights against the successful bidder, re-offer the Property for sale to any other person; and

- (i) if a reserve price has been set for the Property, and the Property is passed in below that reserve price, the Vendor will negotiate with the highest bidder.

SCHEDULE 1

1 The Guarantors

The Guarantee is entered into by:

Name of first Guarantor (print)

Name of second Guarantor (print)

Address of first Guarantor (print)

Name of second Guarantor (print)

(Guarantors)

2 Guarantee and indemnity

IN CONSIDERATION of the Vendor selling to the Purchaser at their request the Property for the Price and upon the terms and conditions of this Contract of Sale for themselves and their respective executors and administrators, the Guarantors, **JOINTLY AND SEVERALLY**:

- (a) guarantee to the Vendor the due and punctual payment, performance and observance by the Purchaser of all its liabilities and obligations to the Vendor under or in connection with the Contract of Sale whether monetary or non-monetary, present or future, actual or contingent ("**Guaranteed Obligations**").
- (b) as a separate and additional obligation, indemnify the Vendor against all Claims and Loss which the Vendor may incur or may become liable for as a result of any default by the Purchaser in the payment, performance, and observance of the Guaranteed Obligations or the Contract of Sale or any part of it being or becoming illegal, void, voidable or unenforceable.

3 Nature of the Guarantee

The Guarantors acknowledge that:

- (a) their obligations under this Guarantee are continuous, absolute, unconditional and irrevocable; and
- (b) their liability under this Guarantee extends to and will not be affected by any circumstance, act, omission or thing which, but for provision might otherwise affect it at law or in equity including:
 - i. the delay or failure by the Vendor to exercise any of its rights, powers or remedies conferred on it by law or this Contract of Sale;
 - ii. the grant to the Purchaser of any time, waiver or other indulgence or concession; or
 - iii. the occurrence of any other circumstance, act, omission or thing, regardless of whether we, the Guarantors, are aware of or consent to any of these matters.

4 Payment to Vendor

The Guarantors will pay any money payable under this Guarantee on demand to, or as directed by the Vendor.

**SIGNED SEALED and DELIVERED by FIRST)
GUARANTOR in the presence of:)
)**

Signature of witness

Signature of First Guarantor

Name of witness (print)

Address of witness (print)

**SIGNED SEALED and DELIVERED by)
SECOND GUARANTOR in the presence of:)
)**

Signature of witness

Signature of First Guarantor

Name of witness (print)

Address of witness (print)

EXECUTED BY THE GUARANTORS AS A DEED this day of 20



**Christopher Andrew Stuart,
Alayne Louise Stuart and
Thomas William Stuart**

Vendors Statement

35 Elderfield Circuit, Doreen VIC 3754
(Vacant residential land)

Vendor's Statement

Under section 32 of the *Sale of Land Act 1962 (Vic)*

Vendor: Christopher Andrew Stuart, Alayne Louise Stuart and Thomas William
Property: Stuart 35 Elderfield Circuit, Doreen VIC 3754 (Vacant residential land)

1. Definitions

In this Vendor's Statement:

Certificate means a certificate issued by the relevant Authority.

Schedule means a schedule or annexure to this Vendor's Statement.

Vendor's Statement means a statement in accordance with section 32 of the *Sale of Land Act 1962 (Vic)* which forms a part of this Contract of Sale, otherwise referred to as a Section 32.

In this Section 32, the checkboxes marked with a tick, or an "x" represents the vendor's responses to the matters referred to below. Any unmarked checkboxes are not included in this section 32.

2. Section 32A – Financial matters

2.1 Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) is:

no more than

\$3,000 \$5,000 Other, \$_____

as evidenced by the attached notices received by the Vendor.

OR

contained in the attached Certificates.

2.2 To the best of the Vendor's knowledge, no Charge/s (whether registered or not) are imposed by or under any Act to secure an amount due under the Act, including the amount owing under the charge.

Details of the charges are:

2.3 This Contract is **not** a Terms Contract that requires the purchaser 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.

2.4 All Mortgages (whether registered or unregistered) **will be discharged** prior to or at Settlement.

- 2.5 The Land being sold:
- is **not** land within the tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.
 - is land within the tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024. The entry date of the land is: [Insert date/ Not Applicable].
- 2.6 The AVPCC (within the meaning of the Commercial and Industrial Property Tax Reform Act 2024) most recently allocated to the land is: [Insert from rates notice].

3. *Section 32B – Insurance details*

- 3.1 The risk in relation to the Property will remain with the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits.
- 3.2 **Owner builder**
- The residence on the land was **not** constructed by an **owner-builder** within the preceding 6 years and section 137B of the *Building Act 1993* does **not** apply to this Property.
 - The residence on the land **was** constructed by an **owner-builder** the details of which are attached in the following:
 - (a) defects inspection report; and
 - (b) domestic building insurance.

4. *Section 32C – Matters relating to land use*

4.1 **Easements, covenants or other similar restrictions**

A description of any easement, covenant or other similar restriction (**Encumbrances**) affecting the land is in the attached Certificates.

To the best of the Vendor's knowledge, there is:

- no existing failure to comply with the terms of any Encumbrances
- a breach to the terms of the Encumbrances, the particulars of which are:

To the best of the Vendor's knowledge,

- the Vendor is not aware of any unregistered Encumbrances and any existing failure to comply with same.
- the Vendor is aware of unregistered Encumbrances and the particulars are:

- no existing failure to comply with the unregistered Encumbrances.

4.2 **Road access**

There:

- is access to the Property by road.
- is no access to the Property by road.

4.3 Designated bushfire prone area

- The Land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*.
- The Land is currently not in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

4.4 Planning scheme

Refer to the attached Certificate for the required information.

5. Section 32D – Notices

5.1 Notice, order, declaration, report or recommendation

- To the best of the Vendor's knowledge, there are **no** 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, unless otherwise disclosed in the annexed searches.
- Refer to the attached Certificate for the required information.

5.2 Agricultural chemicals

To the best of the Vendor's knowledge, 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.

5.3 Compulsory acquisition

To the best of the Vendor's knowledge, 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 not applicable to this Property.
- are:

6. Section 32E – Building permits

- There are no building permits issued under the *Building Act 1993 (Vic)* that is applicable to this Property within the last seven (7) years.
- Refer to the attached Certificate for further details.

7. Section 32F – Owners Corporation

- There is no owners corporation in relation to this Property.
- There is an/are owners corporation(s) in relation to this Property;
- but it is an **inactive** owners corporation.
 - the details of which are contained in the attached Certificate(s). Regulation 12 Statement of Advice and Information for Prospective Purchasers and Lot Owners are also contained in Schedule 2 of this Vendor's Statement for the Purchaser's benefit.

8. *Section 32G – Growth Areas Infrastructure Contribution (GAIC)*

- To the best of the Vendor's knowledge, the Property is **not** affected by a Growth Areas Infrastructure Contribution recording.
- Refer to the attached Certificate for further details.

9. *Section 32H – Services that are not connected*

The Vendor discloses that the following services are:

- Electricity supply: Not connected
- Gas supply: Not connected
- Water supply: Not connected
- Sewerage supply: Not connected
- Telephone supply: Not connected

The Vendor will notify the relevant Authorities to disconnect services at Settlement. The Purchaser is responsible for the costs of connection or reconnection of the services.

10. *Section 32I – Evidence of title*

The following Certificates and documents are attached which evidences the Vendor's ownership and legal entitlement to deal with the property:

- Title search for Certificate of Title attached
- Copy of the plan attached

11. *Lease*

- There are no tenants living at the Property and the Property will be sold as vacant possession.
- There are tenants living at the Property and a copy of the Lease is attached.

12. *Due diligence checklist*

Schedule 1 is attached for the Purchaser's benefit.

13. *GST withholding notice*

The Vendor discloses to the Purchaser that this sale is:

- a taxable withholding **not** a taxable withholding
- in full to an extent

Where this sale is a taxable withholding, margin scheme

- will be (7% of the Purchase Price to be withheld)
- will not be (1/11th of the Purchase Price to be withheld)

Used in making the taxable supply.

The Purchaser is:

- not required** to make a withholding.

SCHEDULE 1 – DUE DILIGENCE CHECKLIST

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](https://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.

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 2

VOLUME 12196 FOLIO 234

Security no : 124132262166E
Produced 18/02/2026 09:53 AM

LAND DESCRIPTION

Lot 72 on Plan of Subdivision 811813K.

PARENT TITLES :

Volume 12100 Folio 003 Volume 12100 Folio 020

Created by instrument PS811813K 24/03/2020

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 2 of a total of 4 equal undivided shares

Sole Proprietor

THOMAS WILLIAM STUART of 4 DIVAGATE AVENUE DOREEN VIC 3754

As to 1 of a total of 4 equal undivided shares

Sole Proprietor

CHRISTOPHER ANDREW STUART of 4 DIVAGATE AVENUE DOREEN VIC 3754

As to 1 of a total of 4 equal undivided shares

Sole Proprietor

ALAYNE LOUISE STUART of 4 DIVAGATE AVENUE DOREEN VIC 3754

AU735713R 26/08/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU735714P 26/08/2021
WESTPAC BANKING CORPORATION

COVENANT PS811813K 24/03/2020
Expiry Date 31/12/2023

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

DIAGRAM LOCATION

SEE PS811813K 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: 35 ELDERFIELD CIRCUIT DOREEN VIC 3754

ADMINISTRATIVE NOTICES

NIL

eCT Control 19525E WESTPAC BANKING CORPORATION

Title 12196/234

Page 1 of 2

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

Page 2 of 2

Effective from 26/08/2021

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS811813K
Number of Pages (excluding this cover sheet)	5
Document Assembled	18/02/2026 09:53

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

PLAN OF SUBDIVISION

LV USE ONLY
EDITION

PS 811813K

CREATION OF RESTRICTION

The following restrictions are to be created upon registration of this plan of subdivision.

The registered proprietor for the time being of the burdened land shall comply with the restrictions.

RESTRICTION A. (Building Envelope Controls)

Land to be benefited - All lots in this plan that have a common title boundary with a burdened lot.

Land to be burdened - Lots 24 to 44 (both inclusive), lots 67 to 85 (both inclusive) and lots 87 to 95 (both inclusive) on this plan.

Description of Restriction.

The restrictions contained in Memorandum of Common Provisions registered in dealing No.AA3457 are incorporated in this plan. The Building Envelopes referred to in the Memorandum of Common Provisions are shown on sheet 5 of this plan.

Restriction A will lapse on 31/12/2023 or for a specific lot, upon the issue of the certificate of occupancy for the dwelling on that lot, whichever first occurs.

RESTRICTION B

Land to be Benefited - Lots 24 to 44 (both inclusive), lots 67 to 85 (both inclusive) and lots 87 to 95 (both inclusive) on this plan.

Land to be Burdened - Lots 25, 30, 36, 76 on this plan.

Description of Restriction.

The registered proprietor or proprietors for the time being of any burdened lot on the Plan shall not at any time erect, construct, build or cause or permit to be erected, constructed or built on a lot:-

(a) any first level building or wall facing the side street that is setback less than 900mm from the face of the ground level building or wall, unless otherwise approved by the responsible authority;

(b) any building other than a single private dwelling house with the usual outbuildings;

Restriction B shall lapse on 31/12/2023.



HEAD & HUMPHREYS
LAND CONSULTANTS
Suite 3, 47 Railway Road
P.O. Box 63, Blackburn 3130
Tel: 9875 8777 Fax: 9875 8778
e-mail: contact@hhsurvey.com.au
ABN 80 006 516 169

REF **7324-02** 7324-02-SUB-0106.DWG
18-07-2019 **06**

Digitally signed by: Jason Ollerenshaw, Licensed Surveyor,
Surveyor's Plan Version (06),
18/07/2019, SPEAR Ref: S105623T

ORIGINAL SHEET
SIZE: A3

Digitally signed by:
Whittlesea City Council,
18/07/2019,
SPEAR Ref: S105623T

SHEET 3

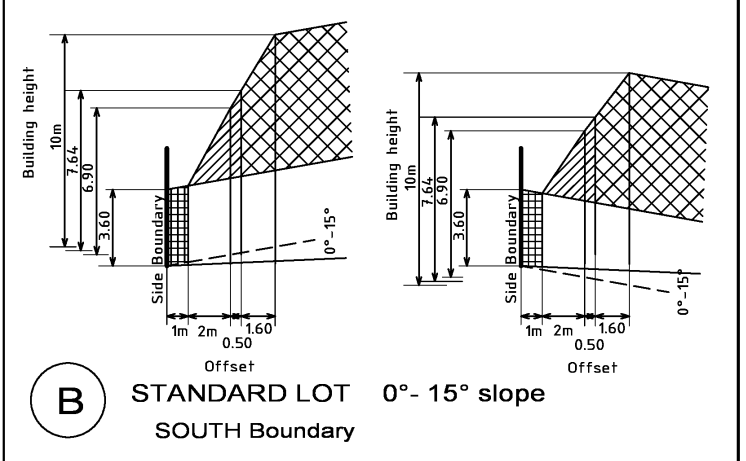
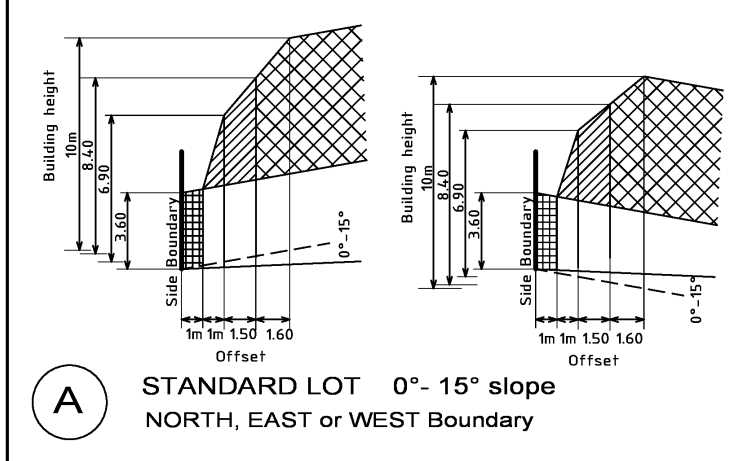
PLAN OF SUBDIVISION	LV USE ONLY EDITION	PS 811813K
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BUILDING ENVELOPE PROFILES

(SEE RESTRICTIONS A & B)

LEGEND

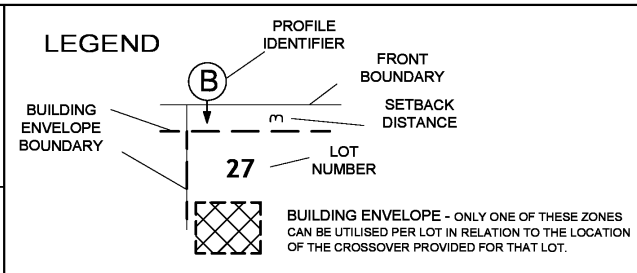
- Single Storey Building Envelope
- Building to Boundary Zone
- Overlooking Zone
Habitable room windows/raised open spaces are a source of overlooking
- Non Overlooking Zone
Habitable room windows/raised open spaces are not a source of overlooking



SEE SHEET 5 FOR PLAN

BUILDING ENVELOPES DIAGRAM

(SEE RESTRICTIONS A & B)



NOTE:
Buildings must not be erected over registered easements unless provided for by the easement or unless approval to do so is granted by the Relevant Authority.

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Suite 3, 47 Railway Road
P.O. Box 63, Blackburn 3130
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e-mail: contact@hhsurvey.com.au
ABN 80 006 516 169

REF **7324-02** 7324-02-SUB-0106.DWG **06** ORIGINAL SHEET SIZE: A3 SHEET 4

SHEET SIZE
A3

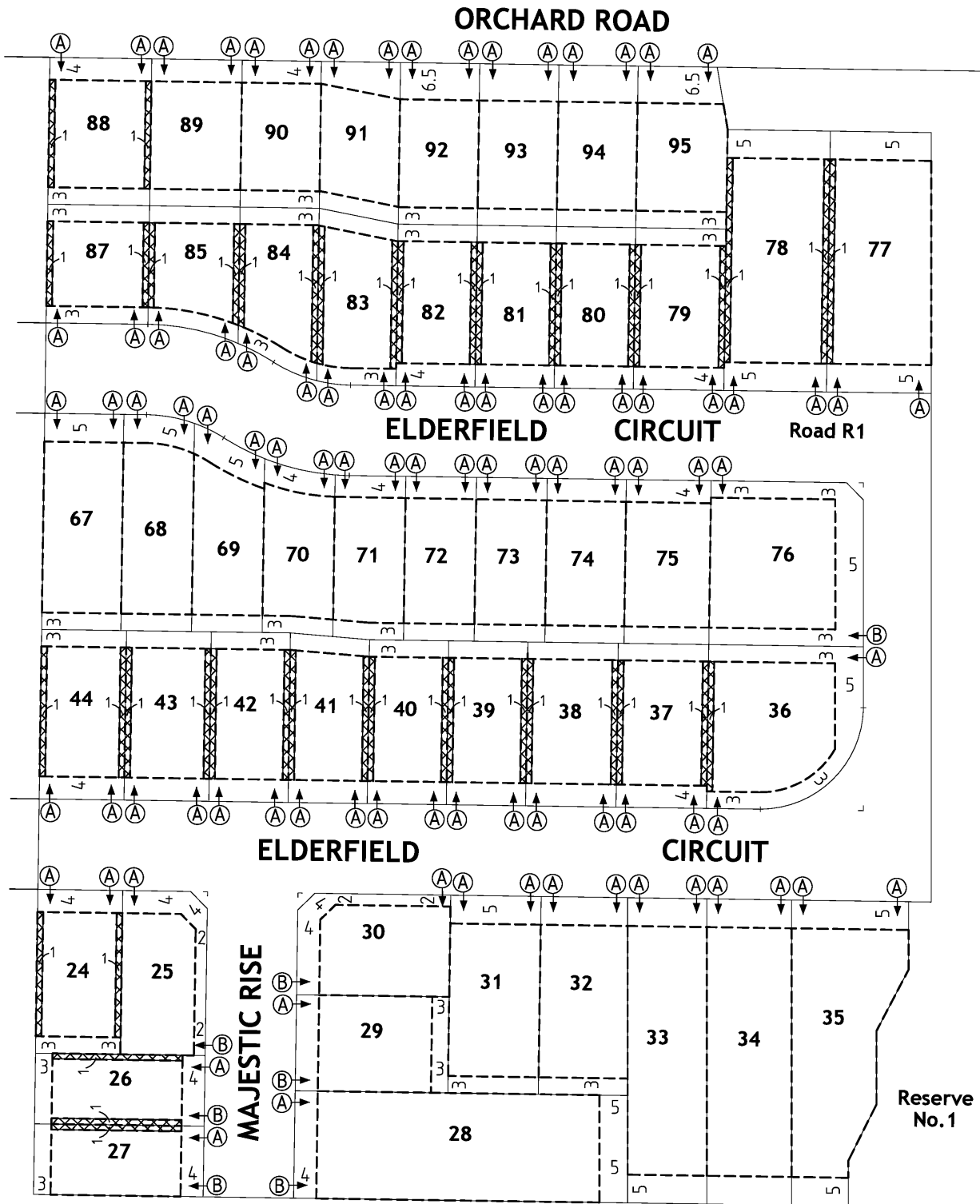
Digitally signed by: Jason Ollerenshaw, Licensed Surveyor, Surveyor's Plan Version (06), 18/07/2019, SPEAR Ref: S105623T

Digitally signed by: Whittlesea City Council, 18/07/2019, SPEAR Ref: S105623T

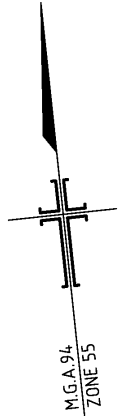
PLAN OF SUBDIVISION

LV USE ONLY
EDITION

PS 811813K



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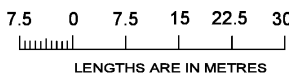
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e-mail: contact@hhsurvey.com.au

REF **7324-02** 7324-02-SUB-0106.DWG **06**
18-07-2019

ORIGINAL SHEET
SIZE: A3

SHEET 5

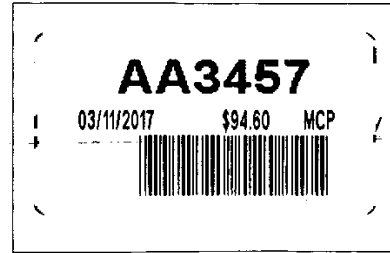
ORIGINAL
SHEET
SCALE
A3 1:750



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Surveyor's Plan Version (06),
18/07/2019, SPEAR Ref: S105623T

Digitally signed by:
Whittlesea City Council,
18/07/2019,
SPEAR Ref: S105623T

Memorandum of common provisions
Section 91A Transfer of Land Act 1958



Lodged by
Name: KEATING AVERY SOLICITORS PTY LTD
Phone: 02 6056 5533
Address: DX 35868 WODONGA
Reference: H&H
Customer code: 12596S

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

ALL THOSE PROVISIONS IN THE ATTACHED PAGED NUMBERED 2 - 7

Signing:

A large, stylized handwritten signature in black ink, written over a horizontal line.

DAVID MICHAEL AVERY
B.COMM LLB
700 High Street Wodonga 3690
Australian Legal Practitioner
Within the meaning of the Legal
Profession Uniform Law (VIC)

13/10/2017

35271702A

91ATLA

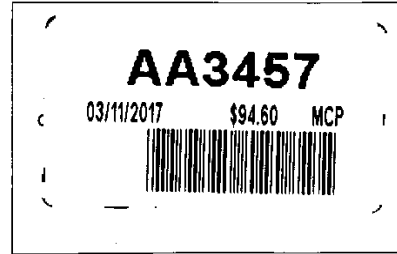
1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

Page 1 of 2

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Memorandum of common provisions
Section 91A Transfer of Land Act 1958



Certifications

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

Executed on behalf of HEAD & HUMPHREYS PTY LTD

Signer Name *DAVID MICHAEL AVERY*
Signer Organisation *KEATING AVERY SOLICITORS PTY LTD*
Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature

Execution Date *13/10/2017*

DAVID MICHAEL AVERY
B.COMM LLB
72 High Street Wodonga 3690
An Australian Legal Practitioner
Within the meaning of the Legal
Profession Uniform Law (VIC)

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- 35271702A 1. The provisions are to be numbered consecutively from number 1.
 2. Further pages may be added but each page should be consecutively
91ATLA numbered.
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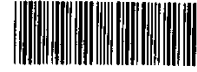
Page 2 of 2

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AA3457

03/11/2017 \$94.60 MCP



All those provisions in the attached pages numbered 2 – 7



Any building on lots within a plan of subdivision affected by this Memorandum must be contained within the building envelopes and associated setback profiles shown on the plan of subdivision and must comply with the written notes contained herein.

Text of restrictions.

The matters which are restricted by the building envelopes are:

1. Minimum street setback.

Buildings on the lot must be set back from the main street frontage by the minimum distance noted on the plan, or if no front setback dimension is shown on the plan, at least 4m from the main street frontage except garages or carports which are to be set back at least 5m from the main street frontage.

On lots with more than one street frontage, buildings must be set back at least 2m from any frontage other than the main street frontage or, if applicable, the minimum distance noted on the plan.

Front entrances are to be easily accessible from the main street frontage.

Encroachments.

In accordance with regulation 409(3) in Part 4 of the *Building Interim Regulations 2017*, the following may encroach into the specified street setback distance by not more than 2.5m:

- Porches, verandas and pergolas that have a maximum height of less than 3.6m above natural ground level
- Eaves, fascia and gutters
- Sunblinds and shade sails
- Screens referred to in regulation 419(5)(d) or 419(6) in Part 4 of the *Building Interim Regulations 2017*
- Decks, steps or landings less than 800mm in height

2. Building height.

The height of a building must not exceed the lesser of 10m and the maximum building height shown in the setback profiles specified on the plan. Maximum building heights between specified points on a setback profile lie on a straight line drawn between the two specified points within a profile. Maximum building heights between profiles lie on a straight line drawn between the closest parts of the two profiles.

3. Site coverage.

Site coverage is not dealt with by this building envelope.

4. Side and rear setbacks.

Side setbacks.

A building on the lot must be set back from a side boundary not less than the distance specified in the setback profiles described in this document and shown on plan by a profile identifier, or the distance specified in a side setback dimension noted on the plan.

If no side setback profile or dimension on a plan indicates the minimum side setback, any building on the lot must be set back from its side boundaries in accordance with Regulations 409 (corner lots), 414 and 415 in Part 4 of the *Building Interim Regulations 2017*.

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Rear setbacks.

Rear setbacks apply to any wall of a building where a setback is not indicated by a setback profile identifier and the wall is not facing the side boundary of the lot.

A rear wall of a building not exceeding 3.6m in height must be set back from the rear boundary not less than 3m.

A rear wall of a building exceeding 3.6m in height must be set back from the rear boundary not less than 5.5m or, if applicable, the minimum distance noted on the plan.

The maximum height of a building facing a rear boundary must not exceed the maximum building height allowed by the side boundary profile, or a height limit for a rear setback as noted on the plan.

Encroachments.

The following may encroach into the specified side and rear setback distances by not more than 500mm:

- Porches and verandas
- Masonry chimneys
- Sunblinds
- Screens, but only to the extent needed to protect a neighbouring property from direct view
- Flues and pipes
- Domestic fuel tanks and water tanks
- Heating and cooling equipment and other services.

The following may encroach into the specified side and rear setback distances:

- Landings with an area of not more than 2m² and less than 1m high
- Unroofed stairways and ramps
- Pergolas
- Shade sails
- Eaves, fascia, gutters not more than 600mm in total width
- Carports, walls and buildings within the Building to Boundary Zone.

Side and rear setbacks from boundaries that are shared with lots which are not beneficiaries of this restriction are not dealt with by this building envelope except where noted on the plan.

5. Walls on boundaries

Walls, associated parts of a building and carports within 1m of a boundary are restricted to areas within a Building to Boundary zone (BBZ). The BBZ spans the length of the side boundary between the front and rear setbacks permitted by the building envelope, except where the perimeters of a BBZ are specifically noted on the plan.

Within the BBZ, the following apply:

- Walls and carports within 1m of a boundary must not exceed a total length of 12m.
- The maximum height of a wall or side of a carport must not exceed 3.2m, or 3.6m if the total length of wall is not more than 7m.
- Building height must not exceed 3.6m.
- Walls less than 1m from the boundary must be within 200mm of the boundary.
- Carports may be built within 1m of a boundary if the side of the carport facing the boundary is open.

Side and rear setbacks from boundaries that are shared with lots which are not beneficiaries of this restriction are not dealt with by this building envelope except where noted on the plan.

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6. Daylight to existing habitable room windows

A building must be set back from a habitable room window in an existing building on an adjoining lot only to the extent shown on the profile diagrams.

Daylight to habitable room windows in buildings on lots which are not beneficiaries of this restriction are not dealt with by this building envelope except where noted on the plan.

7. Solar access to north-facing habitable room windows

Any north-facing habitable room windows shall be located within the building envelope as described by setback profiles, plans and notes for each lot.

Solar access to north-facing habitable room windows on lots which are not beneficiaries of this restriction are not dealt with by this building envelope except where noted on the plan.

8. Overshadowing of recreational private open space

Overshadowing of recreational private open space is not dealt with by this building envelope except where noted on the plan.

9. Overlooking

From habitable room windows

If a habitable room window is in part of the building within an overlooking zone indicated in a setback profile or indicated by dimensions on the plan, any part of the window that is more than 3.6m above natural ground level must not allow a direct view to an adjoining lot. This does not apply to windows in a rear wall which complies with the specified rear setbacks.

From raised open spaces

A raised open space within an overlooking zone indicated in a setback profile or indicated by dimensions on the plan with a floor level of more than 2m above natural ground level must not allow a direct view to an adjoining lot.

A direct view is:

1. **From a habitable room window**, any line of sight measured from a height of 1.7m above the floor level of the habitable room and contained within the space enclosed by:
 - a. a vertical plane measured at an angle of 45° from each side of the window, and
 - b. a horizontal plane 1.7m above the floor level of the habitable room, and
 - c. the ground level below, and
 - d. a horizontal distance of 9m from the window.
2. **From a raised open space**, any line of sight measured from a height of 1.7m above the floor level and along the perimeter of the raised open space to any point within a horizontal distance of 9m from the raised open space and extending 45° beyond any point where the perimeter of the raised open space meets a wall of a building.

Overlooking of lots which are not beneficiaries of this Restriction are not dealt with by this building envelope except where noted on the plan.

10. Daylight to new habitable room windows

Daylight to new habitable room windows is not dealt with by this building envelope.

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Notes on the Restrictions:

1. Ground level after engineering works associated with the subdivision is to be regarded as natural ground level.
2. In the case of conflict between the plan, the profile diagrams and these written notations, they shall rank in priority in the following descending order:
 - a. the plan;
 - b. the profile diagrams; and
 - c. the specifications in the written notations.
3. Buildings must not cover registered easements unless provided for by the easement or unless approval to do so is granted by the Relevant Authority.

General Definitions.

If not defined above, the words below shall have the meaning attributed to them in the document identified:

In the *Building Act 1993*:

- Building
- Lot

In the *Building Interim Regulations 2017*:

- Clear to the sky
- Height
- Private open space
- Recreational open space
- Raised open space
- Secluded private open space
- Setback
- Site coverage
- Window
- Single dwelling
- North (true north)

In the *Victorian Planning Provisions*, 26th September 2017:

- Frontage (Clause 72)
- Dwelling (Clause 74)
- Habitable room (Clause 72)
- Storey (Clause 72)

Additional Definitions.

Front street or Main street frontage

The street frontage that allows the most direct access to the front door.

Side boundary

A boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.

Street

For the purposes of determining street setbacks, street means any road other than a lane, footway, alley or right-of-way.

Standard lot

A single lot that accommodates a freestanding house detached from adjoining houses and of an individual style.

Terrace lot

One of a row of 2 or more lots where the houses are attached, generally 2 storeys in height and of a uniform style. The terrace houses are built to the side boundaries on the individual lots and are joined together with common walls or abutting boundary walls.

Zero lot


A standard lot which includes provision for single-storey non-common boundary walls and which do not have to be in contact with an adjoining structure.

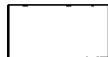
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Diagrams and plans.

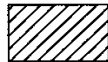
1. Explanation of symbols and terms in profile diagrams and plans

The following symbols have been used in the templates:-

Building Envelope Profile Identifier	Components of Building Envelope Profile Identifier
	<p>A Building Envelope Profile Type</p> <p>Site slope range between 0° and 15° for all lots</p>



Single Storey Building Envelope (wall height not exceeding 3.6m)



Overlooking Zone - Habitable room windows or raised open spaces are a source of overlooking. Overlooking to be addressed by screens, opaque glass or sill heights.



Non Overlooking Zone - Habitable room windows or raised open spaces are not a source of overlooking



Building to Boundary Zone



Planimetric Building Envelope Boundary -see profiles for relevant controls

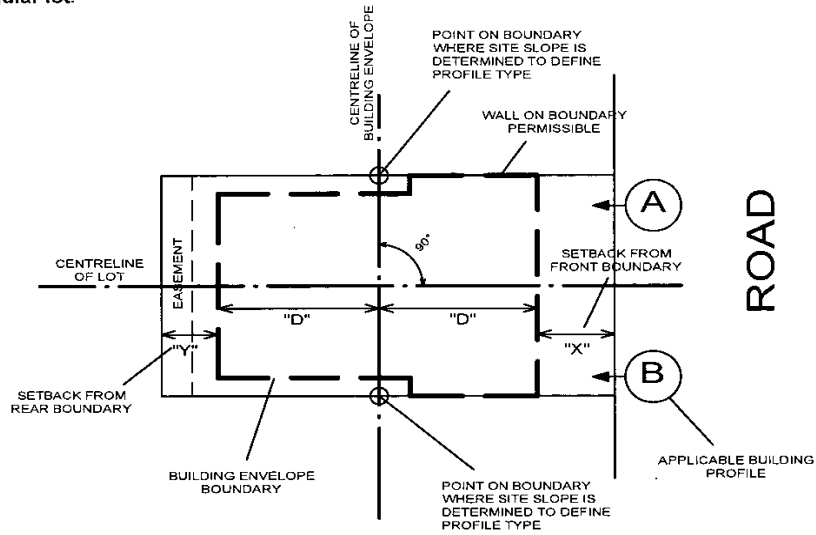
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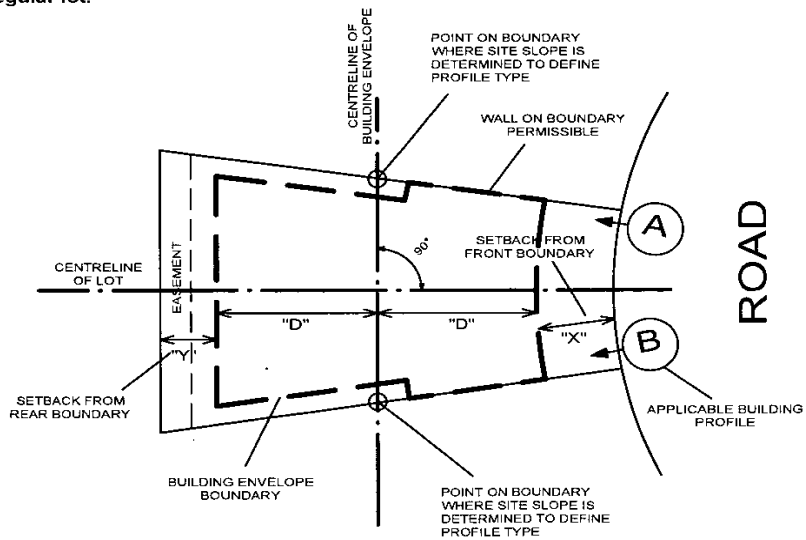


Diagrams and plans.

2.1 Diagram illustrating the interpretation of the building envelope on the plan of subdivision - for a regular lot.



2.2 Diagram illustrating the interpretation of the building envelope on the plan of subdivision - for an irregular lot.



From www.planning.vic.gov.au at 18 February 2026 09:31 AM

PROPERTY DETAILS

Address: **35 ELDERFIELD CIRCUIT DOREEN 3754**
Lot and Plan Number: **Lot 72 PS811813**
Standard Parcel Identifier (SPI): **72\PS811813**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1076223**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 184 G1**

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 \(GRZ\) \(WHITTLESEA\)](#)

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



GRZ - General Residential **TR22 - Principal Road Network** **TR23 - Significant Municipal Road**

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

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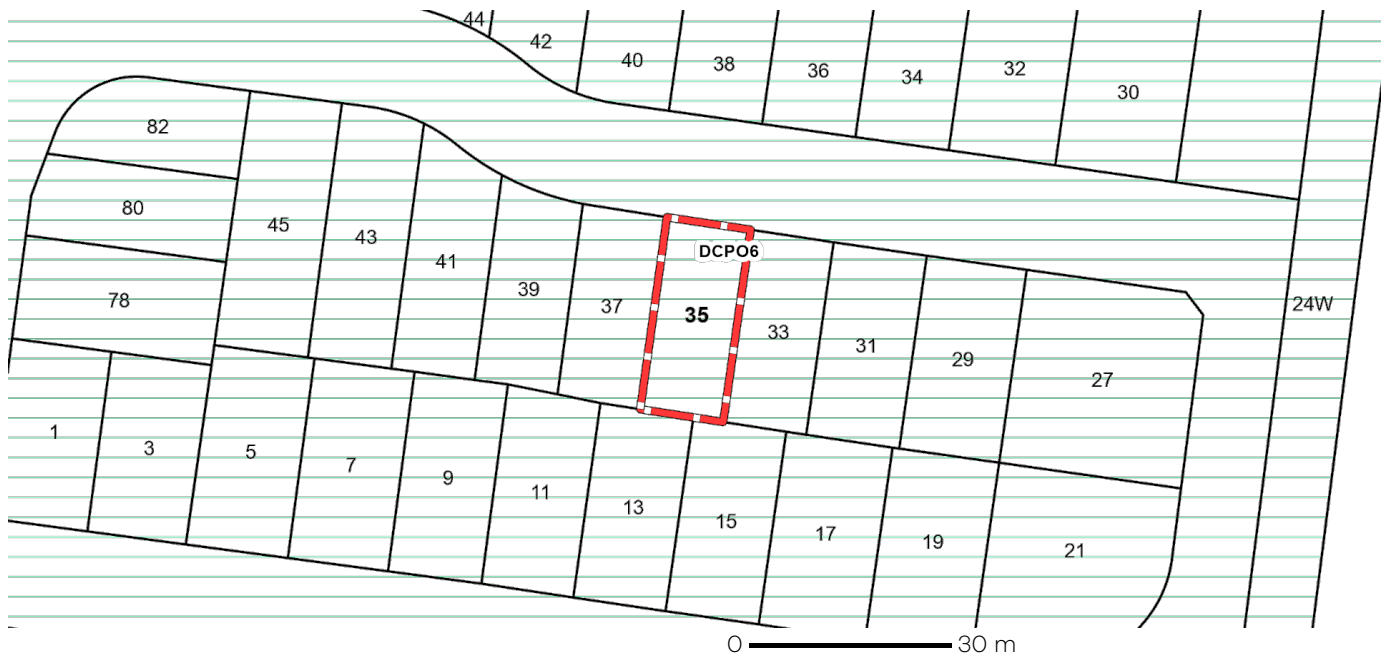
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO) (WHITTLESEA)

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

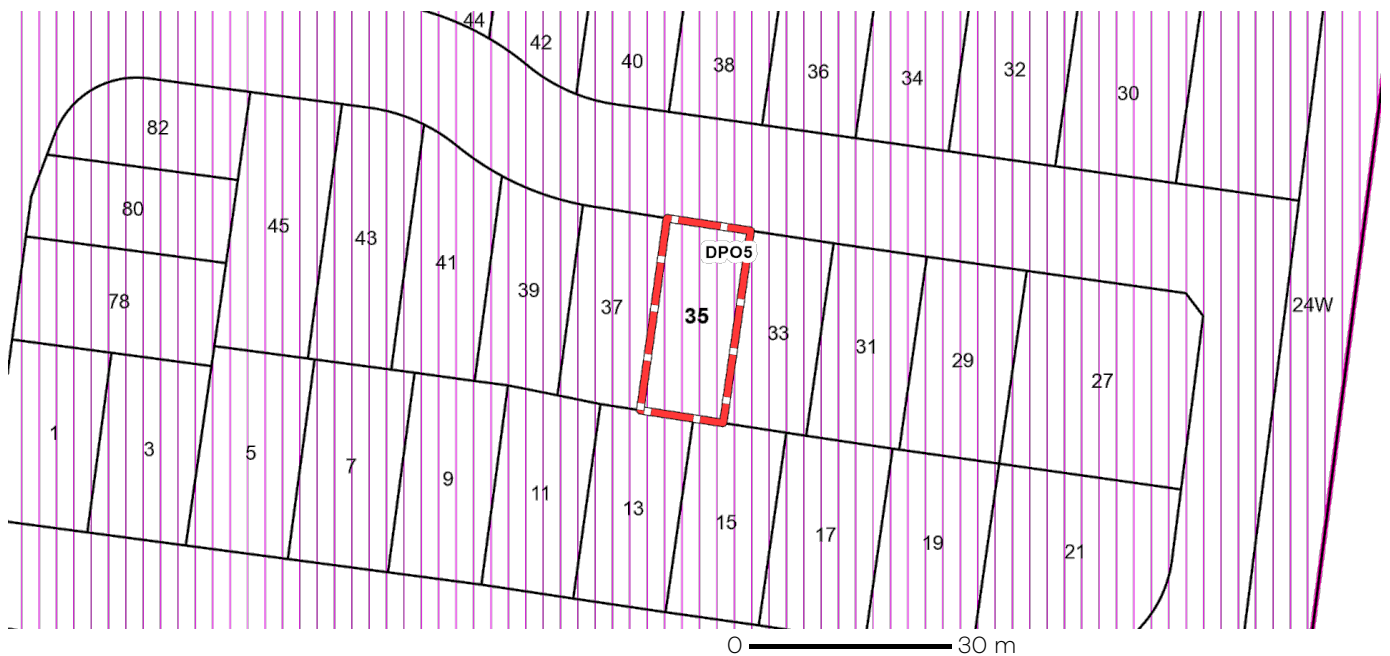


DCPO - Development Contributions Plan Overlay

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

DEVELOPMENT PLAN OVERLAY (DPO) (WHITTLESEA)

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



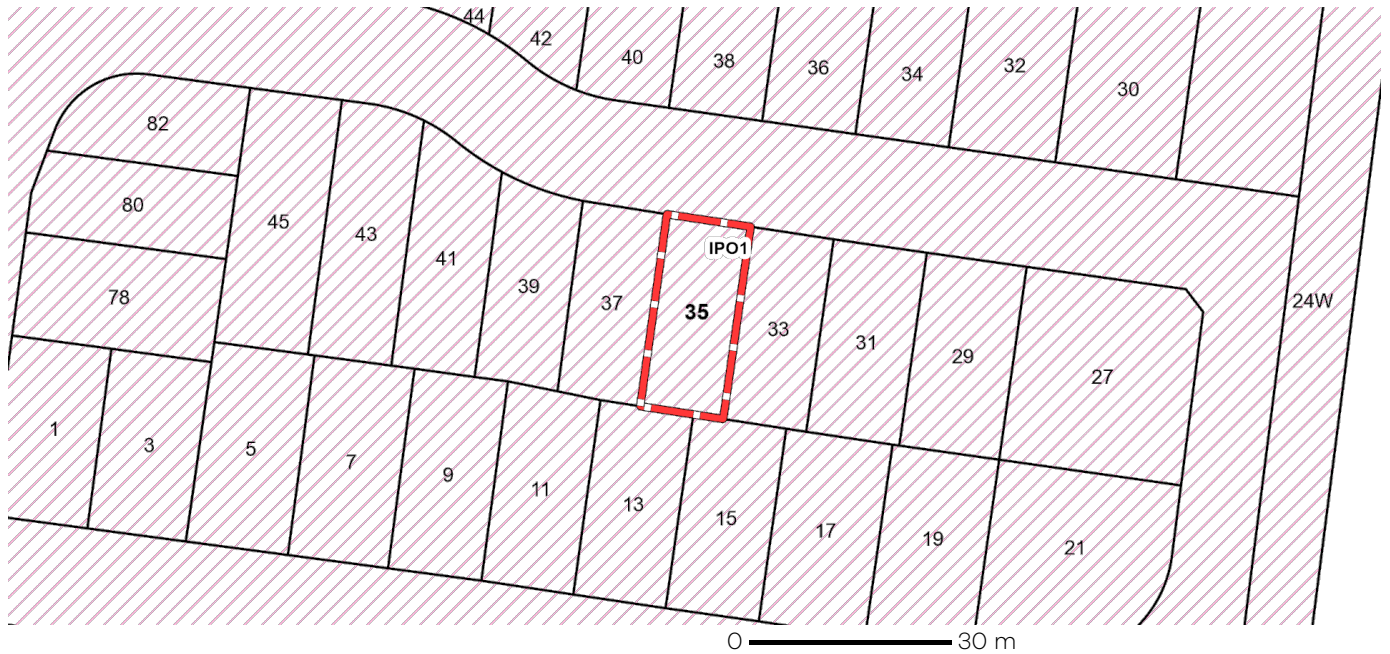
DPO - Development Plan Overlay

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

Planning Overlays

[INCORPORATED PLAN OVERLAY \(IPO\) \(WHITTLESEA\)](#)

[INCORPORATED PLAN OVERLAY - SCHEDULE 1 \(IPO1\) \(WHITTLESEA\)](#)

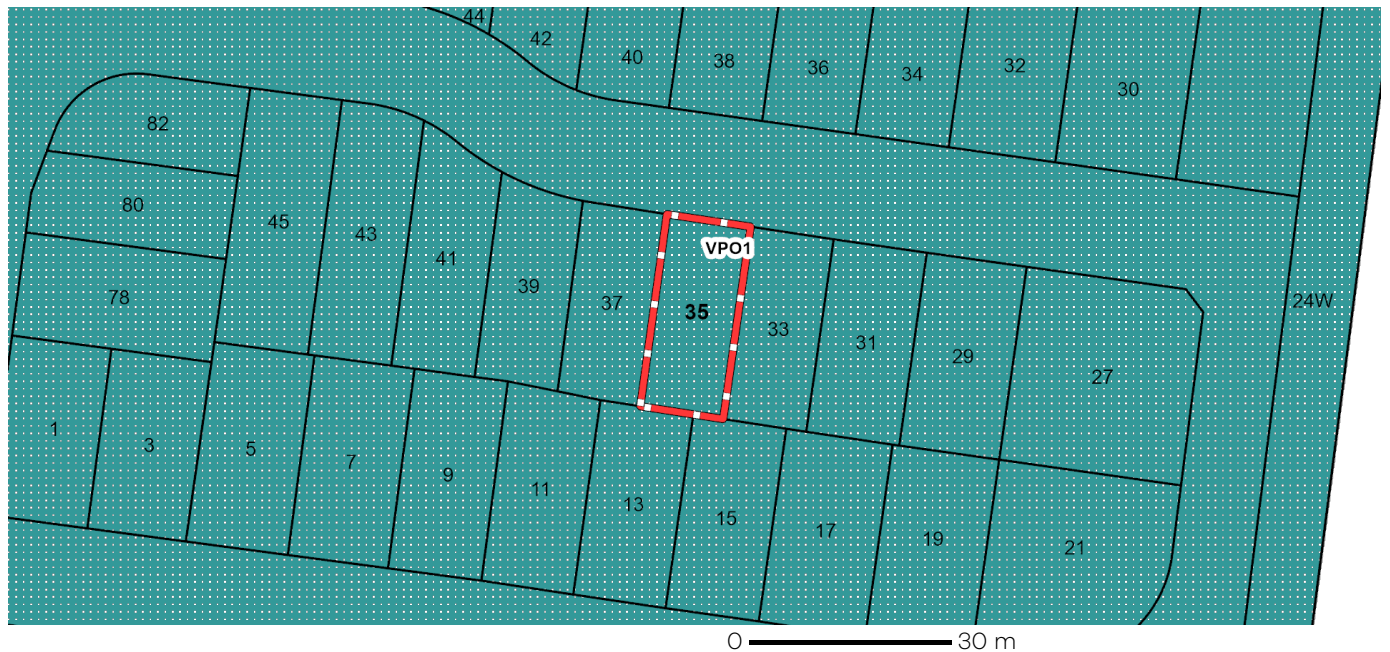


IPO - Incorporated Plan Overlay

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

[VEGETATION PROTECTION OVERLAY \(VPO\) \(WHITTLESEA\)](#)

[VEGETATION PROTECTION OVERLAY - SCHEDULE 1 \(VPO1\) \(WHITTLESEA\)](#)



VPO - Vegetation Protection Overlay

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

Planning Overlays

OTHER OVERLAYS

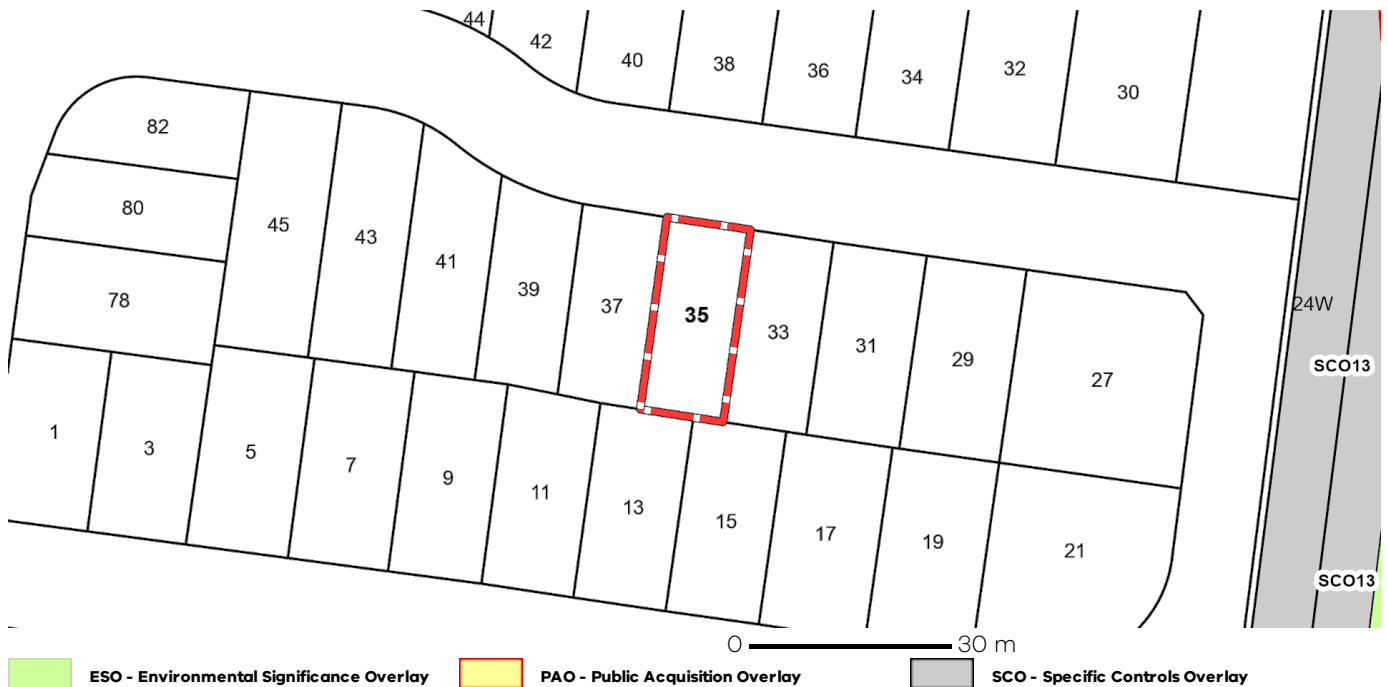
Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\) \(NILLUMBIK\)](#)

[PUBLIC ACQUISITION OVERLAY \(PAO\) \(WHITTLESEA\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\) \(WHITTLESEA\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\) \(NILLUMBIK\)](#)



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 17 February 2026.

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

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

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

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

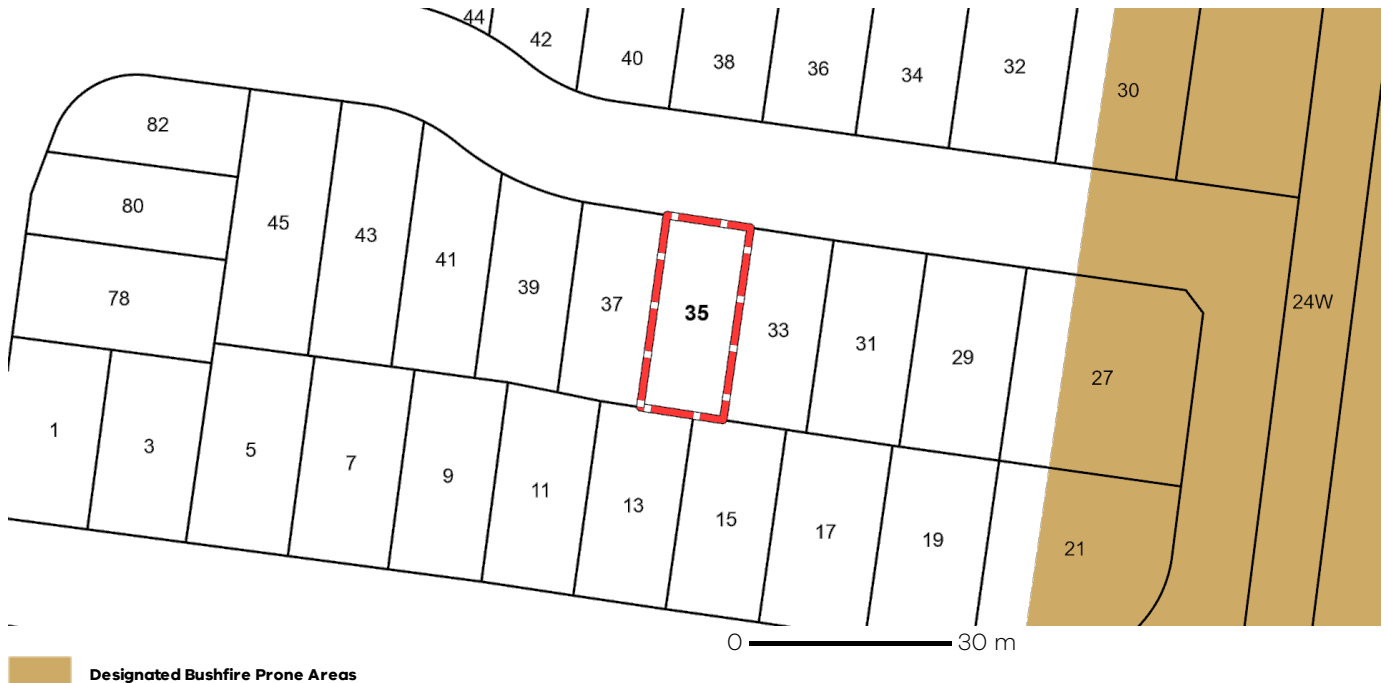
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 \(environment.vic.gov.au\)](http://nativevegetation.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 \(environment.vic.gov.au\)](http://naturekit.environment.vic.gov.au)

Created at 18 February 2026 09:31 AM

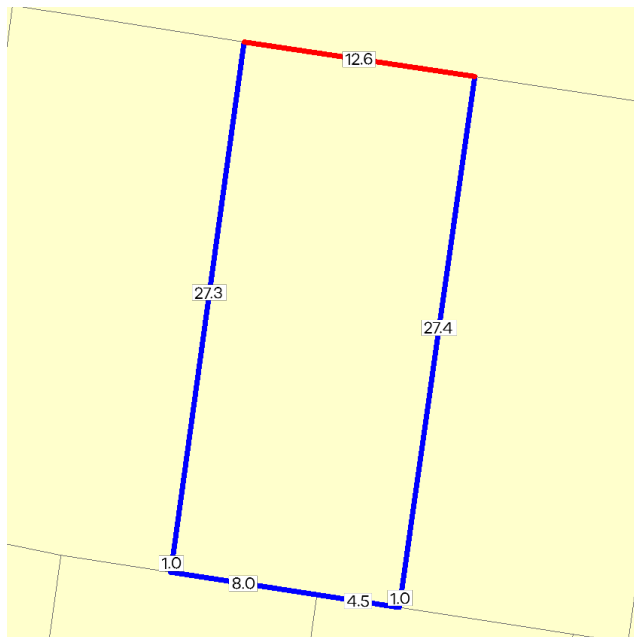
PROPERTY DETAILS

Address: **35 ELDERFIELD CIRCUIT DOREEN 3754**
Lot and Plan Number: **Lot 72 PS811813**
Standard Parcel Identifier (SPI): **72\PS811813**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1076223**
Directory Reference: **Melway 184 G1**

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: 362 sq. m

Perimeter: 83 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.

2 overlapping dimension labels are not being displayed

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

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.

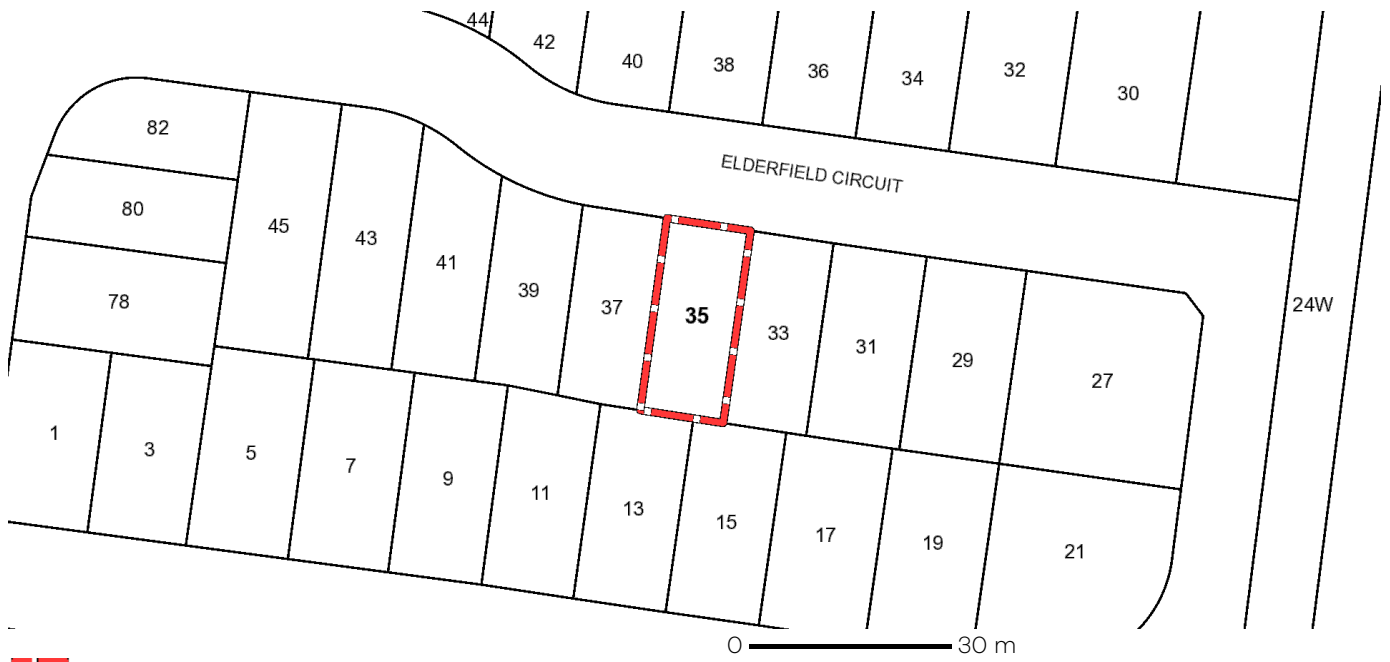
The Planning Property Report for this property can found here - [Planning Property Report](#)

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>

Area Map



Selected Property

Date of issue
19/02/2026

Assessment No.
1076223

Certificate No.
181348

Your reference
79687419-015-1

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 35 Elderfield Circuit DOREEN 3754

Description: LOT: 72 PS: 811813K

AVPCC: 100 Vacant Residential Dwelling Site/Surveyed Lot

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$370,000	\$370,000	\$18,500

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. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2025	\$874.81
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$64.01
Waste Landfill Levy General levied on 01/07/2025	\$15.45
Arrears to 30/06/2025	\$0.00
Interest to 19/02/2026	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$1,090.27
Balance of rates & charges due:	\$0.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$0.00
--	---------------

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

Council Offices

25 Ferres 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

Free telephone interpreter service

   **131 450**

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 property may be subject to a supplementary valuation.

A fire hazard removal notice could be issued against this property. Please check with the Council on the date of settlement.

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.

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 1076223



Phone 1300 301 185
Ref 1076223



Bill Code 5157
Ref 1076223

18th February 2026

Lead Conveyancing C/- InfoTrack (ActionStep) C/- L
LANDATA

Dear Lead Conveyancing C/- InfoTrack (ActionStep) C/- L,

RE: Application for Water Information Statement

Property Address:	35 ELDERFIELD CIRCUIT DOREEN 3754
Applicant	Lead Conveyancing C/- InfoTrack (ActionStep) C/- L LANDATA
Information Statement	31012380
Conveyancing Account Number	7959580000
Your Reference	569390

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
- 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. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	35 ELDERFIELD CIRCUIT DOREEN 3754
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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	35 ELDERFIELD CIRCUIT DOREEN 3754
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

Lead Conveyancing C/- InfoTrack (ActionStep) C/- L
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 2709413878
Rate Certificate No: 31012380

Date of Issue: 18/02/2026
Your Ref: 569390

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
35 ELDERFIELD CCT, DOREEN VIC 3754	72\PS811813	5230439	Residential

Agreement Type	Period	Charges	Outstanding
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82

Other Charges:	
Interest	No interest applicable at this time
No further charges applicable to this property	
Balance Brought Forward	\$54.14
Total for This Property	\$107.10



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
- If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
- 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.

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: 5230439

Address: 35 ELDERFIELD CCT, DOREEN VIC 3754

Water Information Statement Number: 31012380

HOW TO PAY



Bill Code: 314567
Ref: 27094138780

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Contact Name Thomas Britt
Telephone 13 21 61
Facsimile 03 9628 6853
Your Ref: 79687419-012-0

20 February 2026

Lead Conveyancing
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam

Growth Areas Infrastructure Contribution (GAIC)

35 Elderfield Circuit, Doreen (Volume 12196 Folio 234) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 18 February 2026 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987*(PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at www.sro.vic.gov.au

For further details regarding GAIC, please visit the SRO website or telephone 13 21 61.

Yours sincerely



Thomas Britt
Senior Customer Service Officer
Land Revenue Administration

Property Clearance Certificate

Land Tax



INFOTRACK / LEAD CONVEYANCING

Your Reference: 84041: M-LH-STU20-84041 (LI)

Certificate No: 97773159

Issue Date: 18 FEB 2026

Enquiries: ESYSPROD

Land Address: 35 ELDERFIELD CIRCUIT DOREEN VIC 3754

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47162308	72	811813	12196	234	\$1,560.00

Vendor: THOMAS WILLIAM STUART, ALAYNE LOUISE STUART & 1 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR THOMAS WILLIAM STUART	2026	\$370,000	\$1,560.00	\$0.00	\$1,560.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$370,000

SITE VALUE (SV): \$370,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE: \$1,560.00**

Notes to Certificate - Land Tax

Certificate No: 97773159

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 = \$1,560.00

Taxable Value = \$370,000

Calculated as \$1,350 plus (\$370,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,700.00

Taxable Value = \$370,000

Calculated as \$370,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 97773159

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 97773159

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / LEAD CONVEYANCING

Your Reference:	84041: M-LH-STU20-84041 (LEAD
Certificate No:	97773159
Issue Date:	18 FEB 2026
Enquires:	ESYSPROD

Land Address: 35 ELDERFIELD CIRCUIT DOREEN VIC 3754

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47162308	72	811813	12196	234	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
100	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$370,000
SITE VALUE:	\$370,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97773159

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / LEAD CONVEYANCING

Your 84041: M-LH-STU20-84041

Reference: (LEAD

Certificate No: 97773159

Issue Date: 18 FEB 2026

Land Address: 35 ELDERFIELD CIRCUIT DOREEN VIC 3754

Lot	Plan	Volume	Folio
72	811813	12196	234

Vendor: THOMAS WILLIAM STUART, ALAYNE LOUISE STUART & 1 OTHER(S)

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: 97773159

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 97773154</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 97773154</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Extract of EPA Priority Site Register

Page 1 of 1

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 35 ELDERFIELD CIRCUIT

SUBURB: DOREEN

MUNICIPALITY: WHITTLESEA

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 184 Reference G1

DATE OF SEARCH: 18th February 2026

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
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For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

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35 Elderfield Cct, Doreen VIC

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closest



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28 Elderfield Circuit Doreen VIC 3754

Construction of three residential building for community care accommod Construction of three residential building for community care accommodation

Over 4 years ago, 20 m away



32 Elderfield Circuit Doreen VIC 3754

Dwelling Garage Porch Alfresco Balcony

Over 3 years ago, 24 m away



43 Elderfield Circuit Doreen VIC 3754

Dwelling Garage Porch

Over 3 years ago, 69 m away



28 Elderfield Circuit Doreen VIC 3754

Multiple Dwellings (Units/Townhou

Almost 3 years ago, 100 m away



84 Barak Parade, Doreen VIC 3754

6 lot subdivision in conjunction with PLN-39189

About 3 years ago, 110 m away



3 Majestic Rise Doreen VIC 3754

Dwelling

Over 3 years ago, 120 m away



830 Yan Yean Road, Doreen VIC 3754

Building and works to construct a shed
6 months ago, 150 m away



815 Yan Yean Road Doreen VIC 3754

Conditional plans (FLP) Conditional plans (FLP)
About 6 years ago, 180 m away



815 Yan Yean Road Doreen VIC 3754

Two lot subdivision Two lot subdivision
About 5 years ago, 180 m away



31 Gruner Avenue Doreen VIC 3754

Dwelling Garage Alfresco Porch
Over 2 years ago, 210 m away



37 Counthan Terrace Doreen VIC 3754

Cp cp
About 6 years ago, 230 m away



37 Counthan Terrace, Doreen VIC 3754

To subdivide into two (2) lots generally in accordance with
the Plan of Subdivision.

Almost 4 years ago, 230 m away



13 Gruner Avenue Doreen VIC 3754

Dwelling Garage

Over 2 years ago, 230 m away



37 Counthan Terrace Doreen VIC 3754

Dwelling Porch Garage

About 3 years ago, 230 m away



31 Counthan Terrace Doreen VIC 3754

Dwelling alteration or addition

Over 3 years ago, 230 m away



11 Gruner Avenue Doreen VIC 3754

Dwelling Garage Porch Pergola

Over 2 years ago, 240 m away



27 Vidler Avenue, Doreen VIC 3754

Two lot subdivision

Over 9 years ago, 270 m away



810 Yan Yean Road, Doreen VIC 3754

To realign the boundary between lots 1 and 2 on PS411617Q

Almost 3 years ago, 330 m away



25 Coolong Terrace Doreen VIC 3754

Carport

Almost 3 years ago, 370 m away



15 Barak Parade, Doreen VIC 3754

Two lot subdivision

Over 12 years ago, 370 m away



7 Barak Parade, Doreen VIC 3754

Two lot subdivision

Over 11 years ago, 400 m away



12 Barak Parade, Doreen VIC 3754

To subdivide into two (2) lots generally in accordance with the Plan of Subdivision.

Over 10 years ago, 400 m away



9 Ashgate Drive Doreen VIC 3754

Garage Dwelling alteration or addition

Almost 4 years ago, 410 m away



9 Ashgate Drive Doreen VIC 3754

Verandah

About 3 years ago, 420 m away



9 Ashgate Drive Doreen VIC 3754

Verandah

Almost 3 years ago, 420 m away



830 Yan Yean Road, Doreen VIC 3754

Buildings and works to extend a dwelling
Over 11 years ago, 430 m away



20 Werther Way Doreen VIC 3754

Dwelling Garage Porch Verandah
About 3 years ago, 430 m away



20 Werther Way Doreen VIC 3754

VicSmart Removal of native vegetation.
About 6 years ago, 430 m away



20 Werther Way Doreen VIC 3754

VicSmart - removal of dead tree Removal of native
vegetation
Over 5 years ago, 430 m away



59 Nancarrow Drive Doreen VIC 3754

Variation to restrictive covenant to allow for the dwelling to
encroac Variation to restrictive covenant to allow for the
dwelling to encroach outside of the prescribed building
envelope
Over 5 years ago, 450 m away



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We acknowledge the traditional owners of the land now known as Australia. We pay our respects to their elders past, present and emerging.



**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Lead Conveyancing C/- InfoTrack (ActionStep)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 569390

NO PROPOSALS. As at the 18th February 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

35 ELDERFIELD CIRCUIT, DOREEN 3754
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 18th February 2026

[Vicroads Certificate] # 79687419 - 79687419094807 '569390'












Vendor Statement

Final Audit Report

2026-03-02

Created:	2026-03-02
By:	Lynn Hii (lynn.hii@leadconveyancing.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjAq5WCvSi99GloZTbZXaWZSK2VFJz8AW

"Vendor Statement" History

-  Document created by Lynn Hii (lynn.hii@leadconveyancing.com.au)
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