

# Contract of Sale of Land

## Property

**21 HAZEL GLEN DRIVE, DOREEN, 3754**



# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

### **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 the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

- you bought the property within 3 clear business days after a publicly advertised 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.

## Approval

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

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

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# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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 .....

**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)  
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

### SIGNED BY THE VENDOR:

..... on .....

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

\_\_\_\_\_ **GLENN ROY ANDERSON**            **CARYN MAREE ANDERSON** \_\_\_\_\_

State nature of authority, if applicable: \_\_\_\_\_

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

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## Particulars of Sale

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<b>Vendor's Estate Agent</b>			
Name:	STONES REAL ESTATE		
Address:	1/75 CHURCH STREET WHITTLESEA 3757		
Telephone:	97162000	Fax:	
Email:	linellecoulthard@stonesrealestate.com.au	Ref:	
<b>Vendor</b>			
Name:	GLENN ROY ANDERSON CARYN MAREE ANDERSON		
Address:	21 Hazel Glen Drive Doreen 3754		
ABN/ACN			
Email:			
<b>Vendor's legal practitioner or conveyancer</b>			
Name:	Ian McCubbin & Associates		
Address:	40 Chute Street Diamond Creek 3089		
Telephone:	9438 2855	Fax:	
Email:	cate@mccubbin.com.au	Ref:	Cate Morgan
<b>Purchaser's Estate Agent</b>			
Name:			
Address:			
Telephone:		Fax:	
Email:		Ref:	
<b>Purchaser</b>			
Name:			
Address:			
ABN/ACN			
Email:			
<b>Purchaser's legal practitioner or conveyancer</b>			
Name:			
Address:			
Telephone:		Fax:	
Email:		Ref:	

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10475 Folio 696	14	405442K
Volume Folio		
Volume Folio		

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

The land includes all improvements and fixtures

**Property address**

The address of the land is: 21 Hazel Glen Drive, Doreen, 3754

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

All fittings and fixtures of a permanent nature

**Payment**

Price \$

Deposit \$ by (of which \$ has been paid)

Balance \$ payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST (general condition 19)**

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

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

**Settlement (general conditions 17 & 26.2)****is due on****Lease (general condition 5.1)**

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

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

- a lease for a term ending on \_\_\_\_/\_\_\_\_/\_\_\_\_ with \_\_\_\_ options to renew, each of \_\_\_\_ years
- OR
- a residential tenancy for a fixed term ending on \_\_\_\_/\_\_\_\_/\_\_\_\_
- OR
- a periodic tenancy determinable by notice

**Terms contract (general condition 30)**

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

**Loan (general condition 20)**

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

Lender: \_\_\_\_\_

(or another lender chosen by the purchaser)

Loan amount: no more than \_\_\_\_\_ Approval date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Building report**

- General condition 21 applies only if the box is checked

**Pest report**

- General condition 22 applies only if the box is checked

# Special Conditions

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

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

## PLANNING

- 1.1 The Purchaser buys subject to any restriction on the use of the land under any Town Planning Act or Scheme in any legislation, or imposed by any authority empowered by legislation, to control the use of the land.

## SECTION 32 STATEMENT

- 2.1 The Purchaser acknowledges that prior to the execution of this contract he has been given by the vendor's agent a statement signed by the vendor containing the particulars required by Section 32 of the Sale of Land Act.

## WARRANTIES

- 3.1 The purchaser acknowledges that the vendor's agent named herein has acted as agent of the vendor and that no information, representation or warranty of the vendor or the vendor's agent was supplied or made with the intention or knowledge that it would be relied upon by the purchaser and that no such information representation or warranty has in fact been relied upon and that this contract is the sole and full repository of the agreement between the vendor and the vendor's agent of the one part and the purchaser of the other part.

## DIRECTOR'S GUARANTEE

- 4.1 If the purchaser is or includes a corporation then:
- (a) The person who executes this contract for the purchaser must also execute the attached guarantee when signing this contract, and
  - (b) The purchaser must deliver to the vendor a copy of the guarantee properly completed and signed by all other directors (if any) of such corporation within seven days of the day of sale.

## IMPROVEMENTS

- 5.1 The purchaser acknowledges that the improvements erected upon the property and any chattels included in the sale are sold as inspected and the vendor makes no warranty as to their condition, fitness or compliance with building regulations or any other legislation. The purchaser shall not make any requisition or objection or claim any damages or compensation for any defect deficiency or non-compliance of the improvements and chattels.

## GENERAL CONDITIONS

- 6.1 General Condition 35.4 (a) is deleted and replaced with the following:
- 35.4 (a) The greater of 10% of the price and the deposit is forfeited to the vendor as the vendor's absolute property; whether 10% of the purchase price or the deposit has been paid or not; and
- 6.2 General conditions 31.4, 31.5 and 31.6 are deleted
- 6.3 General condition 12.4 is added:
- "Where the purchaser is deemed by Section 27 (7) of the Sale of Land Act 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 objections to title."
- 6.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which Section 10G of the Sale of Land 1962 applies.

- 6.5 General condition 28 does not apply to any amounts to which Section 10G or 10H of the Sale of Land Act 1962 applies

#### **FOREIGN INVESTMENT REVIEW BOARD**

- 7.1 The purchaser warrants to the vendor that:
- 7.1.1 the purchaser has not breached Section 26A of the Foreign Acquisition and Takeovers Act 1975 (Cth) in entering into this contract; and
  - 7.1.2 the purchaser has obtained
    - 7.1.2.1 any authority of the Reserve Bank of Australia required under the Banking (Foreign Exchange) Regulations (Cth); and
    - 7.1.2.2 any other approval required from any authority under any law to enter into this contract.
- 7.2 If any warranty in special condition 7.1 is untrue in any way;
- 7.2.1 the purchaser will be in default under this contract; and
  - 7.2.2 the purchaser will indemnify the vendor against all claims suffered by the vendor as a result of the vendor having relied on this warranty; and
  - 7.2.3 the warranties and conditions contained in this special condition do not merge upon settlement.
- 7.3 This warranty and indemnity shall not merge upon settlement.

#### **GST NOTICE TO THE PURCHASER (pursuant to Section 14-265 Schedule 1 Taxation and Administration Act 1953 (Cwlth))**

- 8.1 The property described is either an existing residential premises, or commercial residential premises and therefore the purchaser is not required to withhold GST
- 8.2 The purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of this property.

#### **DEFAULT BY PURCHASER**

- 9.1 The vendor gives notice to the Purchaser that in the event that the purchaser fails to complete the purchase of the property by 4.00 pm on the date specified in this contract between the vendor and the purchaser, the vendor will or may suffer the following losses and expenses as a consequence of such a breach of contract which the purchaser will be required to pay to the vendor in addition to interest payable in accordance with the terms of the contract:
- 9.1.1 All costs associated with obtaining finance to complete the vendor's purchase of another property, and interest charged of such bridging finance;
  - 9.1.2 Interest payable by the vendor under any existing mortgage over the property calculated from the due date for settlement;
  - 9.1.3 Accommodation expenses necessarily incurred by the vendor;
  - 9.1.4 Legal costs and expenses as between solicitor and client arising from any default by the purchaser;
  - 9.1.5 Penalties suffered by the vendor occasioned by any delay in completion of the vendor's purchase of another property.

#### **EXCLUDED SETTLEMENT DATES**

- 10.1 Notwithstanding any other provisions of this Contract of Sale, if settlement has not taken place on or before 19<sup>th</sup> December 2025 then both parties agree that settlement of this Contract of Sale will be set on 13<sup>th</sup> January 2026.
- 10.2 Neither party may issue a default notice on the other party between 19<sup>th</sup> December 2025 and 13<sup>th</sup> January 2026 arising from or in connection with the failure to complete this Contract of Sale between the dates outlined in this special condition.

#### **PRIORITY OF CONDITIONS**

12. To the extent that there is any inconsistency between the Special Conditions and the General Conditions then the Special Conditions prevail over the General Conditions.

**GUARANTEE**

The party or parties whose name address and description are set out in the Schedule hereto (hereinafter called the Guarantors) in consideration of the within named Vendor selling to the within named Purchaser at our request the property described in the within contract for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the said Vendor that if any time default shall be made in the payment of the deposit or residue of purchase money or interest or other moneys payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any term of condition of the within Contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase money, interest or other moneys which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money interest and other charges payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser.

This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or by time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators. The expression "the Guarantors" where there is only one Guarantor means that Guarantor and where there are two or more Guarantors means those Guarantors and each of them and the covenants and agreements on their part shall bind them jointly and severally.

**SCHEDULE**

Guarantors:

1. Full Name

Address

Occupation

2. Full Name

Address

Occupation

**IN WITNESS WHEREOF** the said Guarantors have executed this guarantee

the \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

**SIGNED** by the above first named \_\_\_\_\_

Guarantor in the presence of:

\_\_\_\_\_ (Witness)

**SIGNED** by the above second named \_\_\_\_\_

Guarantor in the presence of:

\_\_\_\_\_ (Witness)

# General Conditions

## Contract Signing

### 1 ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

### 2 LIABILITY OF SIGNATORY

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

### 3 GUARANTEE

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

### 4 NOMINEE

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

## Title

### 5 ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 6 VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without

limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

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

## 7 IDENTITY OF THE LAND

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

## 8 SERVICES

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

## 9 CONSENTS

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

## 10 TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11 RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.

- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 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.
- 11.12 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 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

## 12 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.

## 13 GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to the holder of an unencumbered estate in free simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

# Money

## 14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

- 14.3 The 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 together with any amounts to be withheld in accordance with general conditions 24 and 25 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.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

## 15 DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

## 16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17 SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18 ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.  
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (a) 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.

## 19 GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- 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
  - the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- the parties agree that this contract is for the supply of a going concern; and
  - the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
  - 'GST' includes penalties and interest.

## 20 LOAN

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

## 21 BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- 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;
  - gives the vendor a copy of the report and a written notice ending this contract; and
  - is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22 PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- 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 then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

### 23 ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

### 24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *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 the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *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.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

### 25 GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *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.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *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.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *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 general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \* consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *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.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *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 general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *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.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *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.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *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.

## Transactional

### 26 TIME & CO-OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

### 27 SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
  - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

### 28 NOTICES

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

### 29 INSPECTION

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

### 30 TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
  - (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.
- 30.2 While any money remains owing each of the following applies:
  - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;

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

### **31 LOSS OR DAMAGE BEFORE SETTLEMENT**

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 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 31.2 at settlement.
- 31.5 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.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

### **32 BREACH**

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

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

## **Default**

### **33 INTEREST**

Interest at 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 at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

### **34 DEFAULT NOTICE**

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### **35 DEFAULT NOT REMEDIED**

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

# 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.

**IAN McCUBBIN & ASSOCIATES  
SOLICITORS**

40 CHUTE STREET, DIAMOND CREEK, 3089

TELEPHONE: (03) 9438 2855

---

**SECTION 32 STATEMENT**

---

**VENDOR:** GLENN ROY ANDERSON  
CARYN MAREE ANDERSON

**PROPERTY:** 21 Hazel Glen Drive, Doreen, 3754

# VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

**VENDOR:** GLENN ROY ANDERSON & CARYN MAREE ANDERSON

**PROPERTY:** 21 Hazel Glen Drive, Doreen, 3754

## IMPORTANT NOTICE TO PURCHASERS

*If you fail to complete the purchase of this property on the Settlement Date specified in the Contract, the Vendor will or may suffer the following losses and expenses as a consequence of such a breach of contract:*

- (a) *Interest and other costs of obtaining bridging finance to complete the Vendor's purchase of another property;*
- (b) *Interest payable by the Vendor under any existing Mortgage (if any) over the property calculated from the due date for settlement;*
- (c) *Accommodation expenses necessarily incurred by the Vendor;*
- (d) *Legal costs and expenses as between Solicitor and Client arising from any default by the Purchaser;*
- (e) *Penalties payable by the Vendor occasioned by any delay in completion of the Vendor's purchase of another property.*

*Any such consequential loss suffered by the Vendor is payable by the Purchaser in addition to penalty interest payable in accordance with the terms of the Contract.*

1. **RESTRICTIONS** - other than as disclosed by any copy documents annexed hereto, there are no easements, covenants or other similar restrictions (registered or unregistered) affecting the Property and no existing failure to comply with their terms.
2. **PLANNING** - details of planning instruments affecting the Property are:-
  - 2.1 Planning Instrument: As per attached certificate
  - 2.2 Responsible Authority: As per attached certificate
  - 2.3 Zoning and/or Reservation: As per attached certificate
3. **OUTGOINGS** - The amount of rates, taxes, charges or other similar outgoings affecting the Property **AND** any interest payable on any part of them which is unpaid (including any rates, taxes, charges or outgoings for which the purchaser may become liable in consequence of the sale of the Property and which the vendor might reasonably be expected to have knowledge of) are:

As per attached certificates

There are no amounts for which the purchaser may become liable as a consequence of the sale of this property of which the vendor might reasonably be expected to have knowledge which are not included above.
4. **STATUTORY CHARGES** - Details of any charge (whether registered or not) over the Property imposed by or under any Act to secure an amount due under that Act, including the amount owing under that charge are:-

Other than as disclosed by any copy documents annexed hereto, Nil.
5. **SERVICES** - Details of services which are **not** connected to the Property-

Nil

  - 5.1 The purchaser should check with the appropriate authorities as to the availability and cost of providing any service (essential or otherwise) not connected to the property.

6. **NOTICES** - Details of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the Property (including any notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act 1986) which the vendor might reasonably be expected to have knowledge of are as follows:-  
Other than as disclosed by any copy documents annexed hereto - **NIL**
7. **CONTAMINATION RESTRICTIONS** - Details of any current land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals (Control of Use) Act 1992 due to contamination are as follows:-  
Nil.
8. **TITLE** - Attached are copies of (or reproductions of or statements of information as to) the following document/s concerning the title of the Property:  
- the Register Search Statement and the document, or part of the document, referred to as the diagram location, in the Register Search Statement that identifies the land and its location.
9. **LAND USE** - a description of any easement or covenant or other similar matter affecting the land (whether registered or unregistered) is contained in the attached documents  
- Particulars of any existing failure to comply with that easement covenant or restriction are :  
To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.
10. **ROAD ACCESS AND BUSHFIRE-PRONE PROPERTY**  
- There is access to the Property by road.  
- The property is not within a designated bushfire-prone area
11. **BUILDING APPROVALS & INSURANCE** - Particulars of any building permit granted during the past 7 years under the Building Act 1993 (required only where the Property includes a residence) are:  
- Nil.  
  
Particulars of any required **insurance** effected in the past six years and six months under the Building Act 1993 (required only where the Property includes a residence constructed by an **owner-builder** to which Section 137B of the Building Act 1993 applies) are:  
- Not applicable.
12. **OWNERS CORPORATION ACT 2006**  
The land is not affected by an Owners Corporation as defined in the Owners Corporation Act 2006 (Vic).
13. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**  
The land is not land in respect of which a GAIC is imposed

**14. ENERGY EFFICIENCY INFORMATION**

Not applicable

**15. GST NOTICE TO THE PURCHASER** pursuant to Section 14 - 265 Schedule 1 Taxation and Administration Act 1953 (Cth)

- The property described within is either existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.

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

**16. MATERIAL FACTS DISCLOSURE**

The Vendor hereby declares that there are no material facts related to the property that must be disclosed by a vendor to a purchaser pursuant to Section 12(d) of the Sale of Land Act 1962

**17. LAND SUBJECT TO TAX REFORM SCHEME**

Is the land tax reform scheme land within the meaning of The Commercial and Industrial Property Tax Reform Act 2024?

No

Signature of vendor:.....

03/09/2025

Dated 04/09/2025

The undersigned purchaser hereby acknowledges being given a duplicate of this statement signed by the vendor before the purchaser signed any contract.

Signature of purchaser:.....

Dated / /20

**WARNING TO VENDORS**

- Terms Contracts.** This Vendors Statement **is not** to be used where the Property is to be sold on a **terms contract**, or, subject to a mortgage that **is not** to be discharged before the purchaser becomes entitled to possession. An additional Vendors Statement is required in these circumstances.
- GST.** If you are registered for **GST** and the sale of this Property represents a "taxable supply", then you must ensure that any Contract of Sale includes appropriate conditions to deal with liability for payment of GST. If there are no conditions, the vendor is liable to pay any GST.
- Vendor's Insurance.** This Vendors Statement had been prepared for use with the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008 that provides for the property to remain at the risk of the vendor until settlement. If you intend to use a contract that does not provide for the property to remain at the risk of the vendor until settlement then full particulars of the vendor's insurance in respect of any damage or destruction to the property must be attached.

If any of the above circumstances apply to you then please contact Ian McCubbin & Associates so we may upgrade this Vendors Statement to cover these circumstances.

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

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

VOLUME 10475 FOLIO 696

Security no : 124127312374N  
Produced 20/08/2025 12:38 PM

LAND DESCRIPTION

Lot 14 on Plan of Subdivision 405442K.  
PARENT TITLES :  
Volume 09998 Folio 974 to Volume 09998 Folio 975  
Created by instrument PS405442K 27/10/1999

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
GLENN ROY ANDERSON  
CARYN MAREE ANDERSON both of 5 BUNYARRA CT. GREENSBOROUGH 3088  
X101427V 17/10/2000

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW629609L 14/03/2023  
HERITAGE AND PEOPLE'S CHOICE LTD

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 PS405442K 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: 21 HAZEL GLEN DRIVE DOREEN VIC 3754

ADMINISTRATIVE NOTICES

NIL

eCT Control 18783L PEOPLE'S CHOICE CREDIT UNION  
Effective from 14/03/2023

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS405442K</b>
Number of Pages (excluding this cover sheet)	<b>10</b>
Document Assembled	<b>20/08/2025 12:40</b>

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<b>PLAN OF SUBDIVISION</b>	Stage No.	LTO use only  EDITION 2	PLAN NUMBER  PS 405442K
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Location of Land  
 Parish: Yan Yean  
 Township: \_\_\_\_\_  
 Section: 4  
 Crown Portion: 2 (Part)  
 Crown Portion: 5 (Part)

LTO base record: Litho and Chart 2  
 Title References:  
 Vol 9998 Fol 975 and Vol 9998 Fol 974  
 Last Plan Reference: Lot 2 LP 71837 and  
 Lot 2 LP 127219

Postal Address: Yan Yean Road  
 Doreen 3754

AMG Co-ordinates: E 330,550m  
 (Of approx. centre of plan) N 5,837,350m Zone 55

**Council Certification and Endorsement**

Council Name: Whittlesea City Council Ref: 142294

~~1. This plan is certified under section 6 of the Subdivision Act 1988.~~  
 2. This plan is certified under section 11(7) of the Subdivision Act 1988.  
 Date of original certification under section 6 15/2/1999  
 3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

**Open Space**

(I) A requirement for public open space under section 18 Subdivision Act 1988 has / ~~has not~~ been made.  
 (II) The requirement has been satisfied.  
 (III) ~~The requirement is to be satisfied in Stage \_\_\_\_\_~~

Council Delegate  
~~Council seal~~  
 Date 16/ 9 / 99

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
ROADS RI RESERVE No.1	CITY OF WHITTLESEA EASTERN ENERGY LIMITED

**Notations**

Depth Limitation: Does not apply	Staging This is/is not a staged subdivision Planning Permit No.
Number of lots: 60 Area of stage: 18.11ha Lot numbers 8 and 41 to 44 (both inclusive) have been omitted from this plan. LOT A consists of 2 pieces.	Survey:- This plan is / <del>is not</del> based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s). In Proclaimed Survey Area no.

**Easement Information**

Legend:				
E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	6.04	LP 71837	LAND IN LP 71837
E-2	DRAINAGE AND SEWERAGE	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN
	SEWERAGE		THIS PLAN	YARRA VALLEY WATER LIMITED
E-3	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN
RI	WAY, DRAINAGE AND SEWERAGE AND THE SUPPLY OF WATER, GAS, ELECTRICITY AND TELECOMMUNICATIONS	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN


LTO use only \_\_\_\_\_  
 Statement of Compliance / Exemption Statement

Received   
 Date 21/10 / 99

LTO use only \_\_\_\_\_  
 PLAN REGISTERED  
 TIME 12:55 pm  
 DATE 27/10/ 99

LICENSED SURVEYOR GARY HUGH WAITE DATE 2/9/1999  
 REF 6776/IA/07 VERSION II SIGNATURE -----

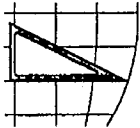
Assistant Registrar of Titles  
 Sheet 1 of 9 Sheets



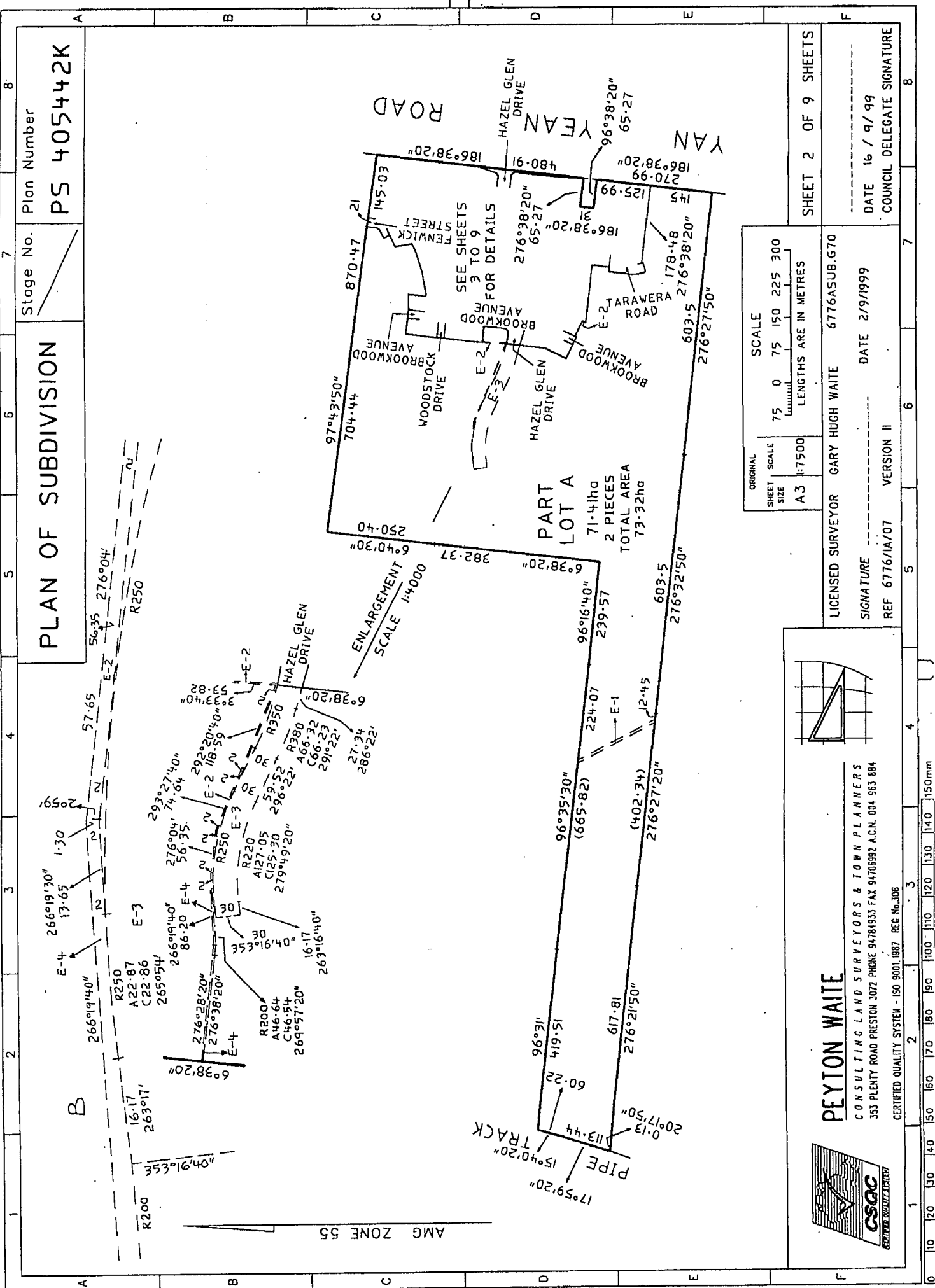
**PEYTON WAITE**

CONSULTING LAND SURVEYORS & TOWN PLANNERS  
 353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884

CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.306



DATE 16 / 9 / 99  
 COUNCIL DELEGATE SIGNATURE  
 Original sheet size A3



PLAN OF SUBDIVISION

Stage No. / Plan Number  
PS 405442K

ENLARGEMENT  
SCALE 1:4000

PART LOT A  
71.41ha  
2 PIECES  
TOTAL AREA  
73.32ha

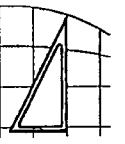
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SIZE	A3	LENGTHS ARE IN METRES
	1:7500	

SHEET 2 OF 9 SHEETS  
DATE 16 / 9 / 99  
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR GARY HUGH WAITE 6776ASUB.G70  
SIGNATURE DATE 2/9/1999  
REF 6776/1A/07 VERSION II



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10 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

# PLAN OF SUBDIVISION

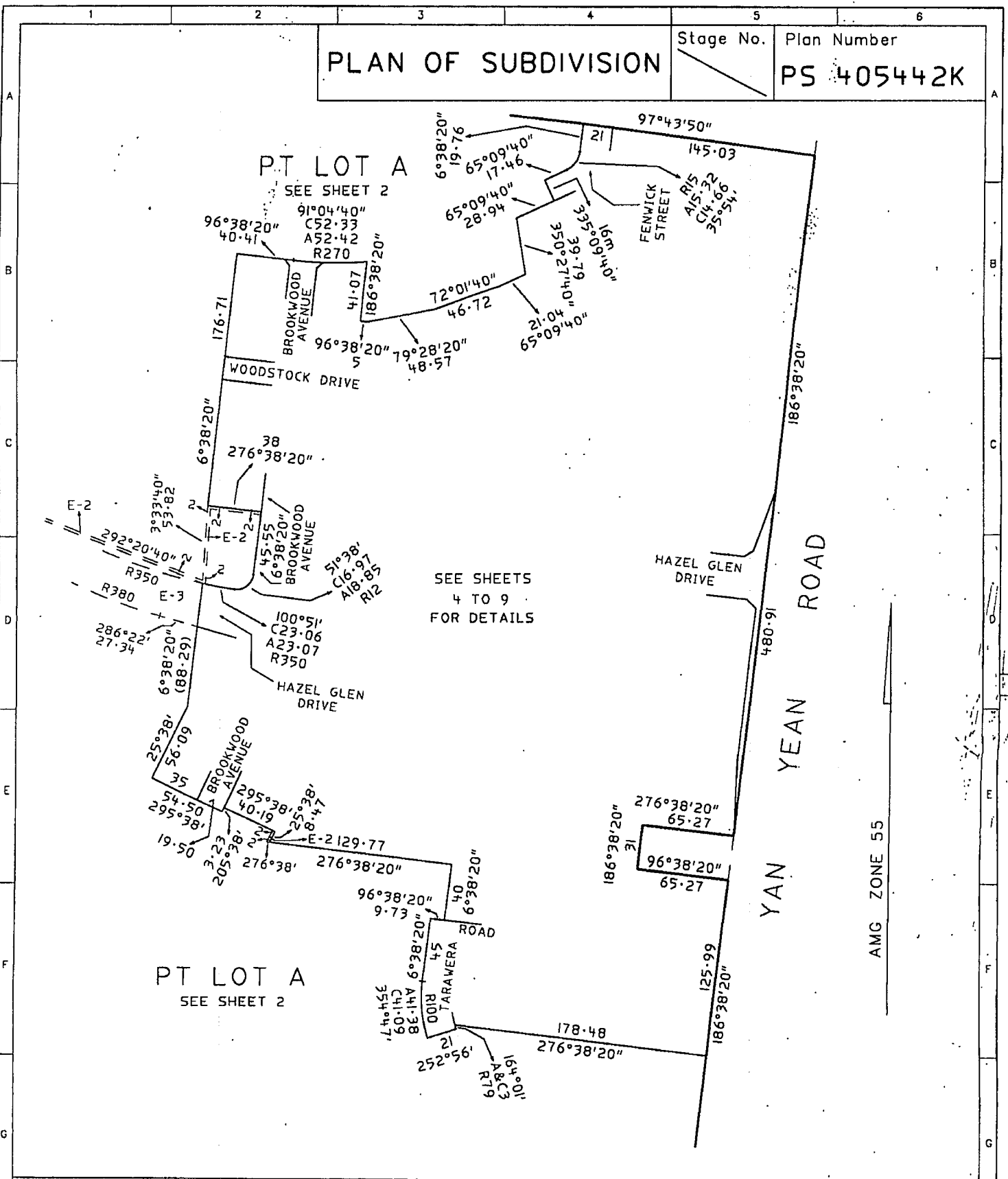
Stage No.

Plan Number

PS 405442K

PT LOT A

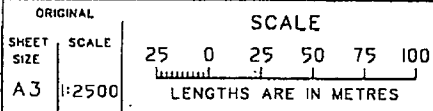
SEE SHEET 2



PT LOT A

SEE SHEET 2

AMG ZONE 55



LICENSED SURVEYOR GARY HUGH WAITE 6776ASUB.G70

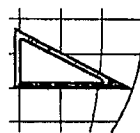
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REF 6776/1A/07 VERSION II



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SHEET 3 OF 9 SHEETS

DATE 16 / 9 / 99

COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

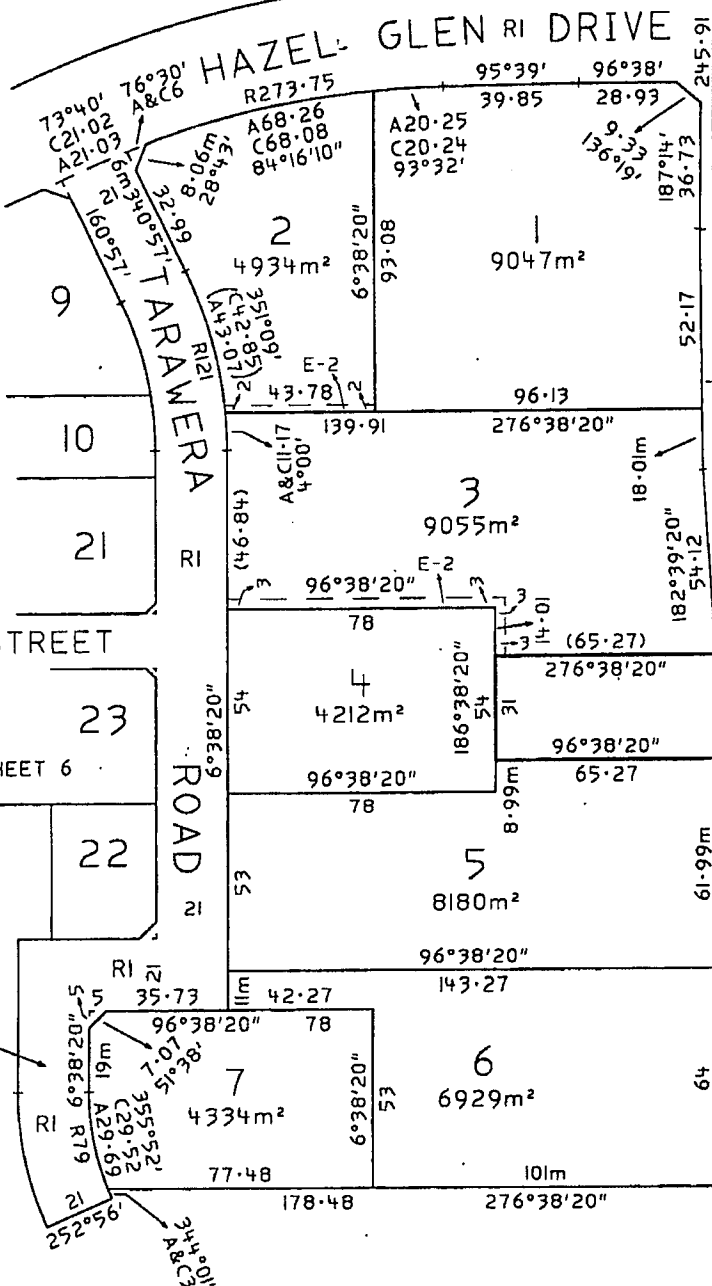
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 405442K

PT LOT A  
SEE SHEET 9



SEE SHEET 5

SEE SHEET 6

PT LOT A  
SEE SHEET 2

HAZEL GLEN DRIVE  
TARAWERA ROAD  
BURGAN STREET  
YAN ROAD

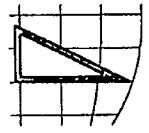
AMG ZONE 55

ORIGINAL SCALE  
SHEET SIZE A3 SCALE 1:1500  
LENGTHS ARE IN METRES

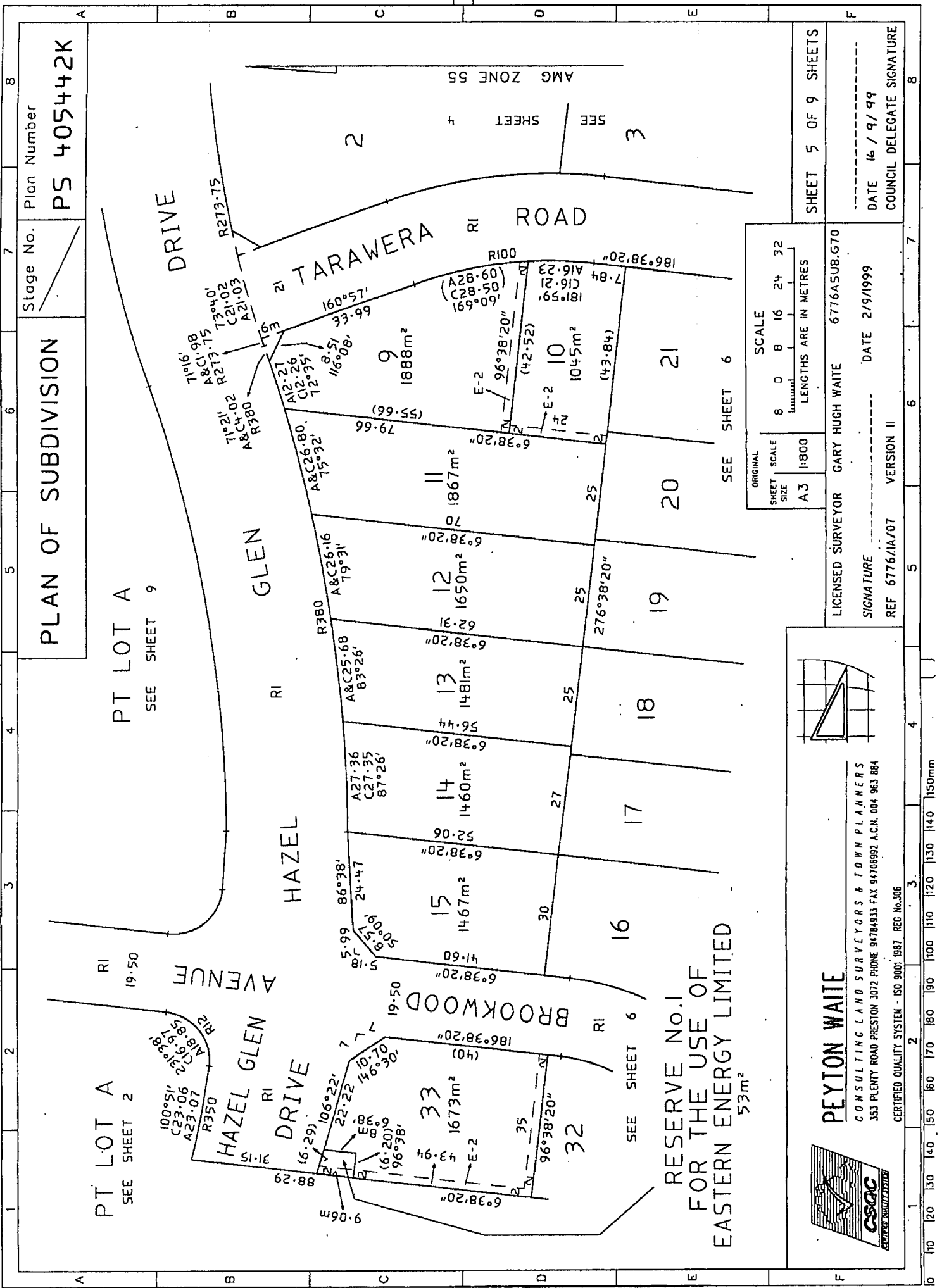
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SIGNATURE \_\_\_\_\_ DATE 2/9/1999  
REF 6776/1A/07 VERSION II



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CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.306



SHEET 4 OF 9 SHEETS  
DATE 16/9/99  
COUNCIL DELEGATE SIGNATURE \_\_\_\_\_



Stage No. Plan Number  
PS 405442K

PLAN OF SUBDIVISION

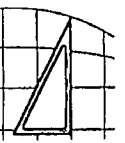
PT LOT A  
SEE SHEET 9

PT LOT A  
SEE SHEET 2

RESERVE No.1  
FOR THE USE OF  
EASTERN ENERGY LIMITED  
53m<sup>2</sup>

ORIGINAL	SCALE	8	0	8	16	24	32
SHEET SIZE	A3	LENGTHS ARE IN METRES					

LICENSED SURVEYOR GARY HUGH WAITE 6776A/SUB.G70  
SIGNATURE DATE 2/9/1999  
REF 6776/1A/07 VERSION II



**PEYTON WAITE**

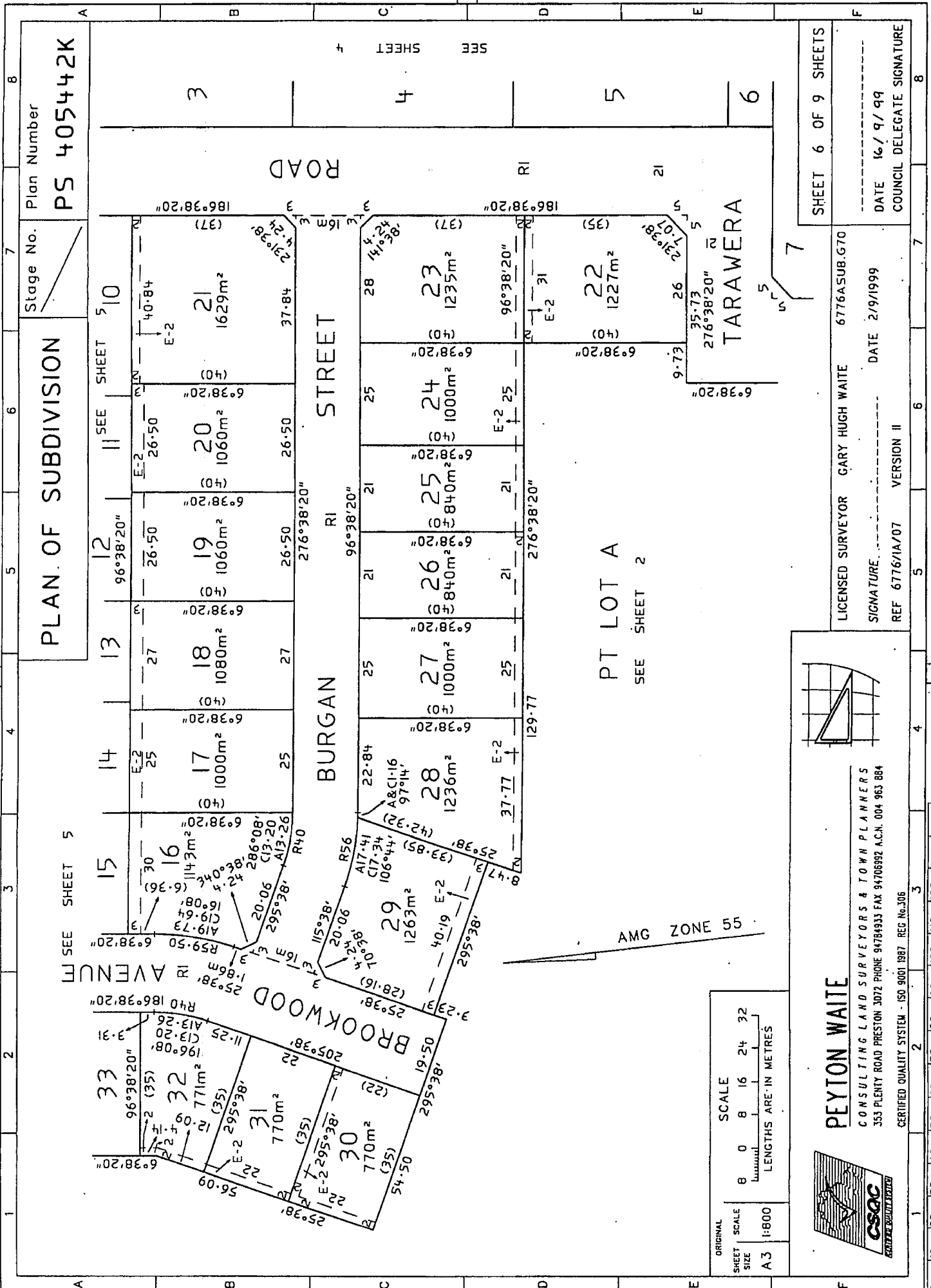
CONSULTING LAND SURVEYORS & TOWN PLANNERS  
355 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94708992 A.C.N. 004 963 884



CERTIFIED QUALITY SYSTEM - ISO 9001:1987 REC No.306

SHEET 5 OF 9 SHEETS  
DATE 16 / 9 / 99  
COUNCIL DELEGATE SIGNATURE

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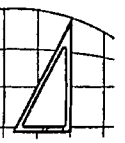


PLAN OF SUBDIVISION

Stage No.

PS 405442K

Plan Number



PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS  
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ORIGINAL	SCALE
SHEET SIZE	LENGTHS ARE IN METRES
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LICENSED SURVEYOR GARY HUGH WAITE 6776ASUB.G70  
 SIGNATURE. DATE 2/9/1999  
 REF 6776/1A/07 VERSION II

SHEET 6 OF 9 SHEETS

DATE 16/9/99  
 COUNCIL DELEGATE SIGNATURE

PT LOT A  
 SEE SHEET 2

ROAD

STREET

BURGAN

TARAWERA

BROOKWOOD AVENUE

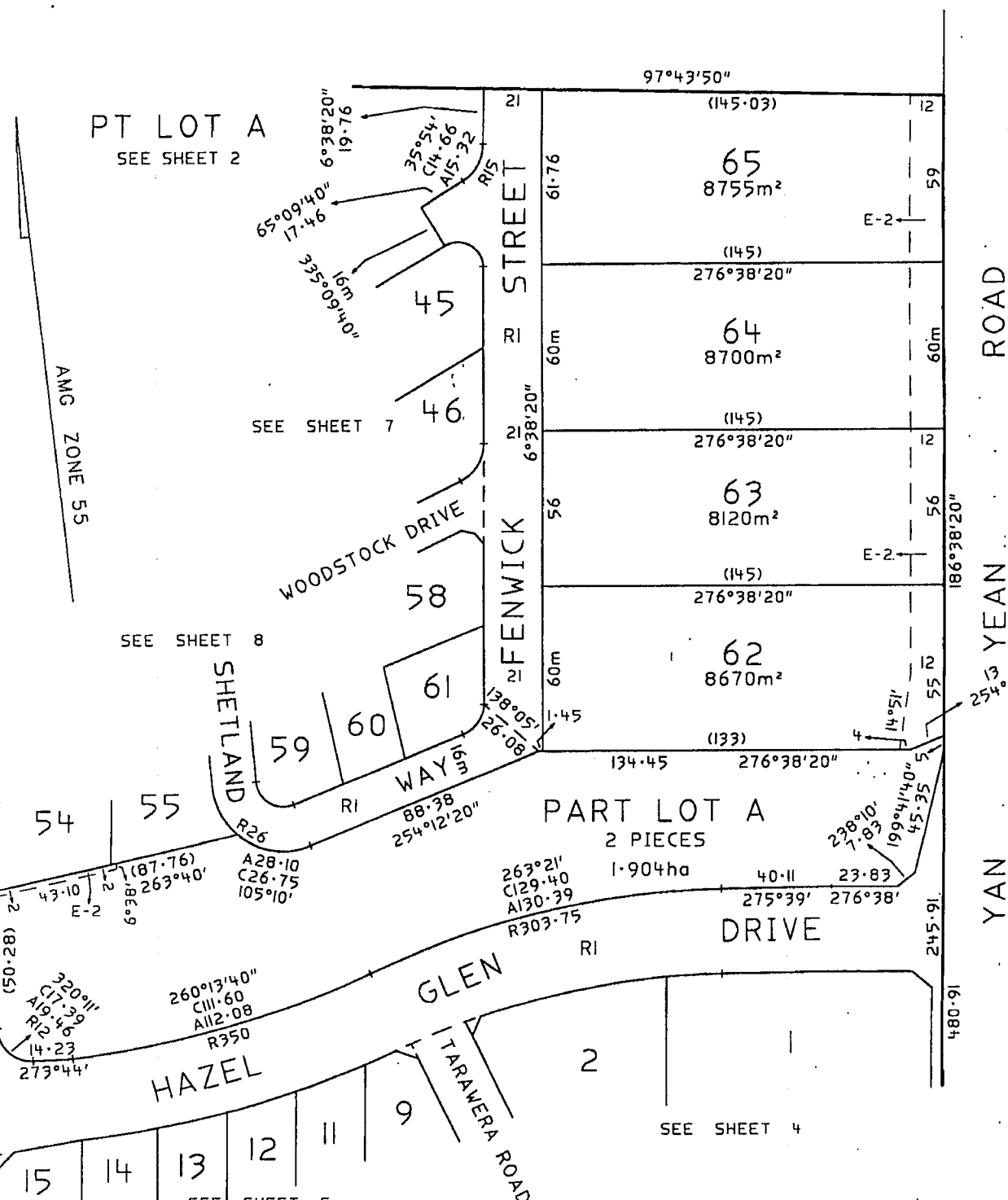




PLAN OF SUBDIVISION

Stage No. Plan Number  
PS 405442K

PT LOT A  
SEE SHEET 2



SEE SHEET 2 PT LOT A  
BROOKWOOD AVENUE

AMG ZONE 55

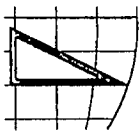
YAN YEAN ROAD

ORIGINAL SCALE  
SHEET SIZE A3 SCALE 1:1500  
LENGTHS ARE IN METRES

LICENSED SURVEYOR GARY HUGH WAITE 6776ASUB.G70  
SIGNATURE \_\_\_\_\_ DATE 2/9/1999  
REF 6776/1A/07 VERSION II



**PEYTON WAITE**  
CONSULTING LAND SURVEYORS & TOWN PLANNERS  
353 PLENTY ROAD PRESTON 3072 PHONE 94784933 FAX 94706992 A.C.N. 004 963 884  
CERTIFIED QUALITY SYSTEM - ISO 9001 1987 REG No.306



SHEET 9 OF 9 SHEETS  
DATE 16/9/99  
COUNCIL DELEGATE SIGNATURE \_\_\_\_\_





# Imaged Document Cover Sheet

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Document Identification	<b>X101427V</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>20/08/2025 12:40</b>

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

# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by: **PHILLIPS FOX SOLICITORS**  
Name: **120 COLLINS STREET**  
Phone: **MELBOURNE**  
Address: **CODE 1390B**  
Ref: \_\_\_\_\_  
Customer Code: \_\_\_\_\_



**X101427V**  
171000 1524 45 130



MADE AVAILABLE / CHANGE CONTROL  
Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-  
- together with any easements created by this transfer;  
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and  
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Certificate of Title Volume 10475 Folio 696

Estate and Interest: (e.g. "all my estate in fee simple")

All its estate in fee simple



DX101427V-1-2

Consideration:

\$130,000.00

Transferor: (full name)

LANDANO PTY LTD (ACN 050 198 662)

Transferee: (full name and address including postcode)

GLENN ROY ANDERSON and CARYN MAREE ANDERSON both of 5 Bunyarra Court Greensborough Victoria 3088 as joint proprietors

Directing Party: (full name)

Creation and/or Reservation and/or Covenant: **20 September 2000**

The Transferee with the intent that the benefit of this covenant shall be attached to and run at law and in equity with every Lot on Plan of Subdivision No. 405442K other than the Lot hereby transferred and the burden of this covenant shall be annexed to and run at law and in equity with the Lot hereby transferred **DOES HEREBY** for itself its successors in title and as separate covenants **COVENANTS** with the Transferor, its successors in title and other registered proprietor or proprietors for the time being of the Land comprised in the said Plan of Subdivision other than the Lot hereby transferred that the Transferee must not:

See Annexure Page 2

-Continued on T2 Page 2-

Approval No. 325955A

ORDER TO REGISTER

Please register and issue title to

# T2



Signed

Cust. Code:

STAMP DUTY USE ONLY

7460

Original Transfer of Land  
Stamped with: \$3,460.00  
Trn: 872307 17-OCT-2000  
Stamp Duty Victoria, AXP3

23 OCT 2000

THE BACK OF THIS FORM MUST NOT BE USED

# ANNEXURE PAGE

Transfer of Land Act 1958



Approved Form A1  
Victorian Land Titles Office

This is page \_\_\_\_\_ of Approved Form \_\_\_\_\_ dated 20/9/2000 between

Landano Pty Ltd (ACN 050 118 662) and Gilenn Roy Anderson and  
Signatures of the parties Caryn Marie Anderson

*G Anderson*

*MSD*

*Anderson*

### Panel Heading

- (a) breach any of the provisions of the Design and Development Plan;
- (b) construct or permit to be constructed any Residence, or any alterations to a Residence, without first obtaining the Vendor's written design approval to the building design plans, elevations, sections, specification and exterior colours and finishes of the Residence, the driveway, and landscaping plans for the garden;
- (c) complete construction of a Residence on the land later than eighteen months after the Settlement Date;
- (d) complete construction of a driveway on the land later than six (6) months after the date of the Occupancy Permit in respect of the Residence;
- (e) complete landscaping the front garden on the land later than six (6) months after the date of the Occupancy Permit in respect of the Residence;
- (f) permit the nature strip at the front of the land to be kept in other than a neat and tidy condition and not permit any rubbish and/or building debris to be placed on the nature strip;
- (g) construct or permit to be constructed more than one Residence on the land;
- (h) construct or permit to be constructed a Residence with a total floor area, excluding any associated garage and outbuildings of not less than 160 square metres;
- (i) provide for less than two (2) car parking spaces on the land;
- (j) construct or permit any construction works on the land without ensuring that all existing trees and vegetation on the land are preserved where possible, including without limitation, not laying any trenching in the root zones or beneath tree canopies, not laying any routes for services so as to disturb tree roots, not constructing any foundations of

See Annexure Page 3

Approval No. 571987L

# A1



1. If there is insufficient space to accommodate the required information insert the words "See Annexure Page 2" (or as the case on the Annexure Page under the appropriate panel heading. **PAGE IS NOT TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annex
3. The Annexure Pages must be properly identified and signed Form to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

**X101427V**  
171000 1524 45 130



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# ANNEXURE PAGE

Transfer of Land Act 1958



Approved Form A1  
Victorian Land Titles Office

This is page \_\_\_\_\_ of Approved Form \_\_\_\_\_ dated 20/9/2000 between

Landans Pty Ltd (ACN 080 198 662) and Glenn Roy Anderson and Caryn Marie Anderson.

Signatures of the parties

G. Anderson X MSD Anderson

**Panel Heading**

buildings without protective root barrier systems, not carrying out any construction works without first erecting protective fencing consisting of 1.2 metres high safety mesh positioned 2.0 metres around the branch spread of any River Red Gum trees on the land, and not stripping or excavating soil, storing materials, fill or topsoil, trafficking any vehicles, locating any site facilities, altering any ground levels, lighting any fires, contaminating the soil with any chemicals, fuel, subsoil or debris within the area 2.0 metres around the branch spread of any River Red Gum tree on the land;

- (k) remove, destroy or lop any tree on the land without first obtaining written approval from the City of Whittlesea;
- (l) subdivide the land;
- (m) sell (as defined in the Sale of Land Act 1962 (as amended), transfer or otherwise dispose of the land or any part of the land while the said land is in a vacant or undeveloped state without first obtaining the Transferor's written consent to the sale, transfer or disposition. It shall be a condition of the Transferor's consent that the Transferee shall procure the execution by the subsequent Transferee or Donee of a deed by which the subsequent Transferee or Donee covenants to observe the design and development restrictions contained in this Covenant. The deed shall be prepared by the Transferor's solicitors and all costs in relation to the preparation and execution of the deed shall be borne by the Transferee.

In this Covenant, unless the context otherwise requires:

"Design and Development Plan" means the Transferor's Design and Development Plan approved by the City of Whittlesea in accordance with its Planning Permit No: 703781 (Amended), dated 21 November 1997 as it may be varied or altered from time to time by the Transferor in its absolute discretion.

"Occupancy Permit" means the Occupancy Permit issued under the Building Act 1993.

"Residence" means a detached house and any garage and outbuildings.

See Annexure Page 4

Approval No. 571987L

# A1



1. If there is insufficient space to accommodate the required info Form insert the words "See Annexure Page 2" (or as the case n on the Annexure Page under the appropriate panel heading. T PAGE IS NOT TO BE USED.
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**X101427V**  
171000 1524 45 130



# ANNEXURE PAGE

Transfer of Land Act 1958



Approved Form A1  
Victorian Land Titles Office

This is page \_\_\_\_\_ of Approved Form \_\_\_\_\_ dated 20/9/2000 between  
Loudano Pty Ltd (ACN 050 198 662) and Glenn Roy Anderson and  
Signatures of the parties  
G. Anderson MSB Anderson Cayn Mance Anderson

### Panel Heading

"Settlement Date" means the date appearing on the Transfer of Land instrument creating this Restrictive Covenant.

If any covenant contained in this Covenant is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise, then that covenant shall be severed from this Covenant and the remaining covenants contained in this Covenant will not be affected but will remain in full force and effect and will be valid and enforceable to the fullest extent permitted by law.

**AND IT IS INTENDED** that this covenant shall be set out as an encumbrance on any Certificate of Title issued for the Lots hereby transferred and shall run with the Land until 1 January 2020.

SIGNED by Loudano Pty Ltd by its Attorney  
MICHAEL JOHN DRAPAC pursuant to Power of  
Attorney dated 27 November 1997 in the  
presence of:

[Signature]  
MJD

[Signature]  
witness

SIGNED by the Transferee in the  
presence of:

XCA G. Anderson  
XCA Anderson

Witness: [Signature] [Signature]

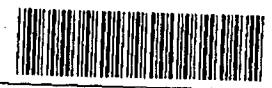
Approval No. 571987L

# A1



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4. All pages must be attached together by being stapled in the top left corner.

**X101427V**  
171000 1524 45 130



# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

1169031

## APPLICANT'S NAME & ADDRESS

IAN MCCUBBIN & ASSOCIATES, CARE OF LANDCHECKER C/  
- LANDATA  
DOCKLANDS

## VENDOR

ANDERSON, GLENN

## PURCHASER

FOR SSALE PURPOSES

## REFERENCE

anderson

This certificate is issued for:

LOT 14 PLAN PS405442 ALSO KNOWN AS 21 HAZEL GLEN DRIVE DOREEN  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a VEGETATION PROTECTION OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®

T: (03) 9102 0402

E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

20 August 2025

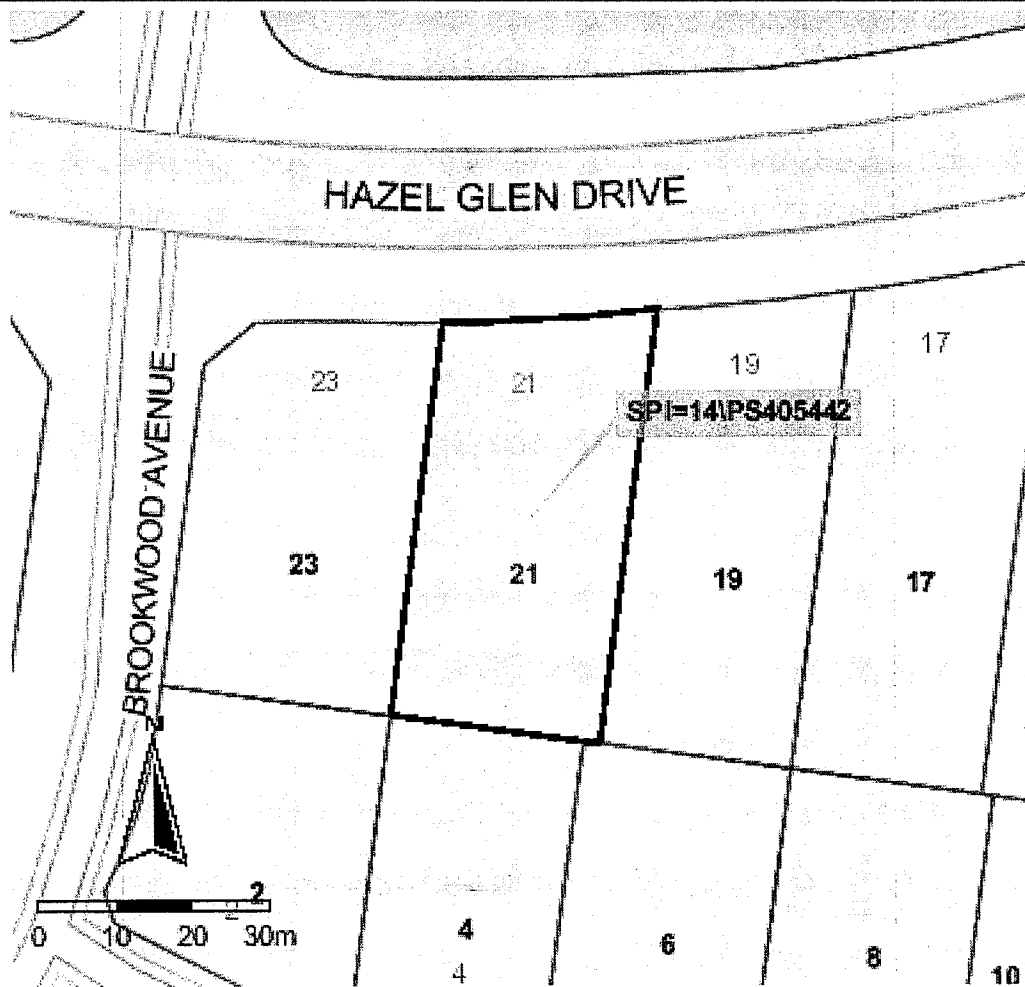
**Sonya Kilkenny**  
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.a](http://maps.land.vic.gov.a)

### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

<b>Date of issue</b> 22/08/2025	<b>Assessment No.</b> 453704	<b>Certificate No.</b> 175517	<b>Your reference</b> 77828873-013-0
------------------------------------	---------------------------------	----------------------------------	---

Landata  
GPO Box 527  
MELBOURNE VIC 3001

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

**Property location:** 21 Hazel Glen Drive DOREEN 3754

**Description:** LOT: 14 PS: 405442K

**AVPCC:** 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$1,100,000	\$775,000	\$55,000

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

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

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

#### Rates & charges

General rate levied on 01/07/2025	\$2,600.77
Food/Green waste bin charge levied on 01/07/2025	\$95.30
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$190.30
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	-\$210.07
Interest to 22/08/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$510.60
<b>Balance of rates &amp; charges due:</b>	<b>\$2,616.35</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$2,616.35</b>
--	-------------------

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](mailto: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.

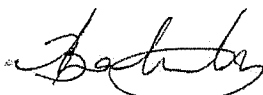
## 5. Special notes:

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 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](http://www.whittlesea.vic.gov.au)  
Ref 453704



Phone 1300 301 185  
Ref 453704



Bill Code 5157  
Ref 453704





YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

20th August 2025

Ian McCubbin & Associates, care of Landchecker C/-  
LANDATA

Dear Ian McCubbin & Associates, care of Landchecker C/-,

**RE: Application for Water Information Statement**

Property Address:	21 HAZEL GLEN DRIVE DOREEN 3754
Applicant	Ian McCubbin & Associates, care of Landchecker C/- LANDATA
Information Statement	30965808
Conveyancing Account Number	7959580000
Your Reference	anderson

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](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	21 HAZEL GLEN DRIVE DOREEN 3754
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

### **Melbourne Water Property Information Statement**

Property Address	21 HAZEL GLEN DRIVE DOREEN 3754
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

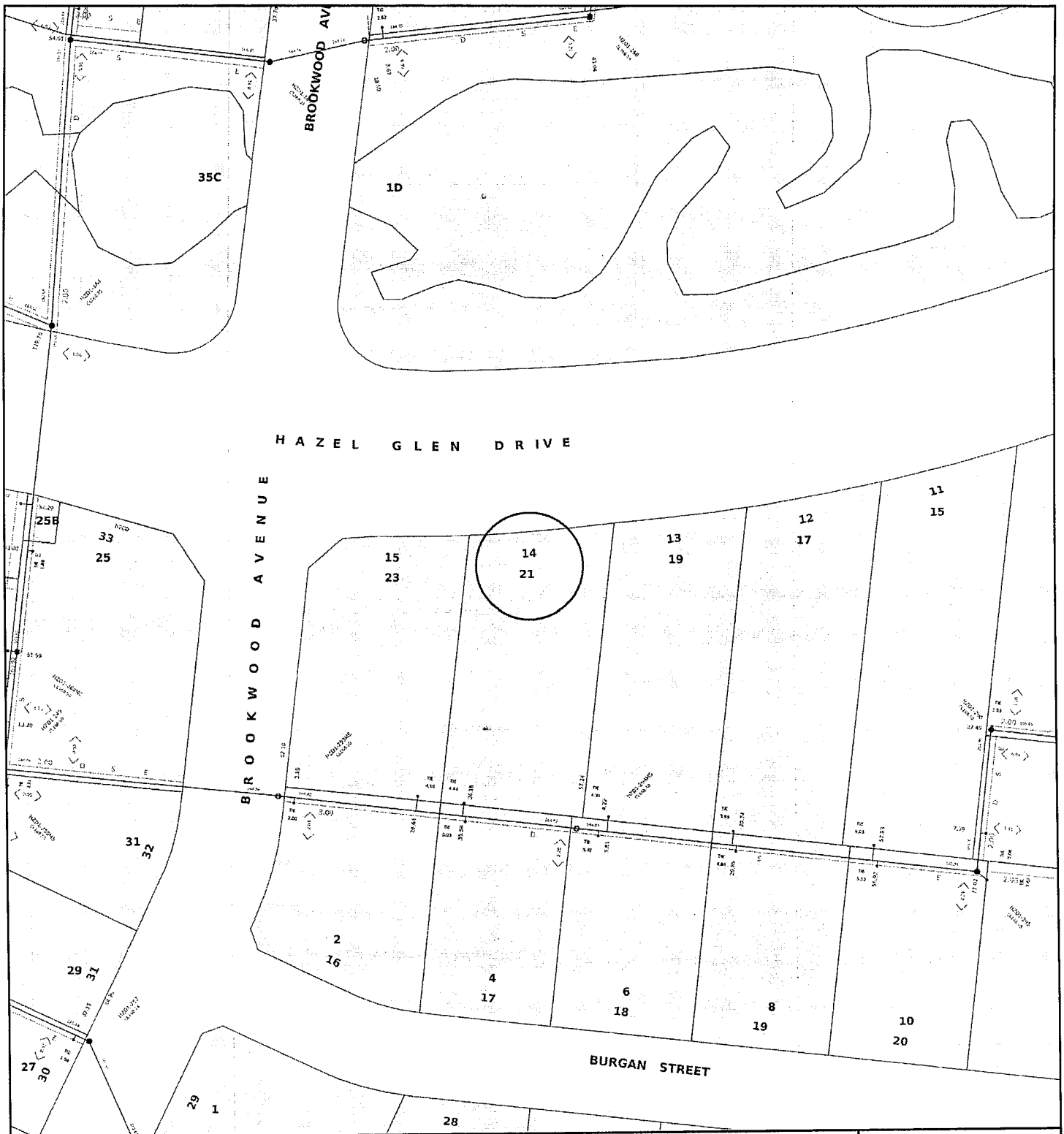
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**



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.



<b>Yarra Valley Water</b> <b>Information Statement</b> <b>Number: 30965808</b>	<b>Address</b> 21 HAZEL GLEN DRIVE DOREEN 3754	  <b>Yarra Valley Water</b> ABN 93 066 902 501
	<b>Date</b> 20/08/2025	
	<b>Scale</b> 1:1000	

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

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd.

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



YARRA VALLEY WATER  
ABN 93 966 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvwm.com.au  
yvwm.com.au

Ian McCubbin & Associates, care of Landchecker C/-  
LANDATA  
certificates@landata.vic.gov.au

### RATES CERTIFICATE

Account No: 0687040000  
Rate Certificate No: 30965808

Date of Issue: 20/08/2025  
Your Ref: anderson

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
21 HAZEL GLEN DR, DOREEN VIC 3754	14\PS405442	1547932	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$21.26
Residential Water and Sewer Usage Charge <i>Step 1 – 38.000000kL x \$3.43420000 = \$77.11</i> <i>Step 1 – 0.000000kL x \$3.57240000 = \$55.53</i> Estimated Average Daily Usage \$1.51	09-05-2025 to 05-08-2025	\$132.64	\$132.64
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$122.58
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$22.63
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$31.51
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$330.62

GENERAL MANAGER  
RETAIL SERVICES

**Note:**

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. 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.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

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

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

**Property No:** 1547932

**Address:** 21 HAZEL GLEN DR, DOREEN VIC 3754

**Water Information Statement Number:** 30965808

**HOW TO PAY**



Billir Code: 314567  
Ref: 06870400005

Amount  
Paid

Date  
Paid

Receipt  
Number

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

## **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.