DATED **2026**

Jared Daniel Mills and Sarah Elizabeth Mills

TO

CONTRACT OF SALE OF REAL ESTATE

PROPERTY: **1 Sweeney Drive, Doreen VIC 3754**

YOUR PROPERTY CONVEYANCING SERVICES

Licensed Conveyancer
South Morang Business Centre
Level 1, Suite 22, 797 Plenty Road
South Morang VIC 3752
Tel: 03 9422 5455
Fax: 03 9012 4485

Ref: 26:2764

FORM 1

Estate Agents Act 1980

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE— PARTICULARS OF SALE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 1 Sweeney Drive, Doreen VIC 3754

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

The terms of this contract are contained in the—

- Particulars of sale; and
- Special conditions, if any; and
- General conditions—

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period Section 31 **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 at or within 3 clear business days **before or after** a publicly advertised auction; 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 have 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) **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.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT.

YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that prior to signing this contract, they have received—

- a copy of the section 32 statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing—

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

must be noted beneath the signature.

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

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

Print name of person signing .....

State nature of authority if applicable (e.g. "director", "attorney under power of attorney") .....

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

Print name of person signing .....

State nature of authority if applicable (e.g. "director", "attorney under power of attorney") .....

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

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

Print name of person signing Jared Daniel Mills

State nature of authority if applicable (e.g. "director", "attorney under power of attorney") .....

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

Print name of person signing Sarah Elizabeth Mills

State nature of authority if applicable (e.g. "director", "attorney under power of attorney") .....

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

PARTICULARS OF SALE

Vendor's estate agent

Stone Real Estate
1/107 Hazel Glen Dr, Doreen VIC 3754

Telephone: 9716 2000 Fax: Email: doreen@stonerealestate.com.au

Vendor

Jared Daniel Mills and Sarah Elizabeth Mills

Vendor's legal practitioner or conveyancer

Your Property Conveyancing Services
Level 1, Suite 22, 797 Plenty Rd South Morang VIC 3752

Telephone: 03 9422 5455 Fax: 03 9012 4485 Email: yourproperty@outlook.com.au

Purchaser

of

Purchaser's legal practitioner or conveyancer

of

Telephone: Fax: Email:

Land (general conditions 3 and 9)

The land is as described in the table below

Certificate of Title reference	being lot	on plan
10684/762	304	PS435557W

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 1 Sweeney Drive, Doreen VIC 3754

Goods sold with the land (general condition 2.3(f))

All fixtures and fittings as inspected. Excluding TV brackets

Payment (general condition 11)

Price $

Deposit $ by / /20 (of which $_____has been paid)

Balance $ payable at settlement

GST (general condition 13)

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

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

Settlement (general condition 10)

is due on

☐ the land is a lot on an unregistered plan of subdivision, therefore settlement is due on the later of:

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

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

[Insert particulars of lease, if applicable]

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box

and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

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

Lender:

Loan amount: $

Approval date:

Special conditions

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

Special Conditions

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

SPECIAL CONDITIONS

EC

1. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and this special condition 1 applies, if the box is marked "EC"

(a) This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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.

(b) A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

(c) Each party must:

(i) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
(ii) 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
(iii) conduct the transaction in accordance with the Electronic Conveyancing National Law.

(d) The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

(e) The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

(f) Settlement occurs when the workspace records that:
(i) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
(ii) 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.

(g) The parties must do everything reasonably necessary to effect settlement:
(i) electronically on the next business day, or
(ii) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 1(f)1(f) has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

(h) Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

(i) The vendor must before settlement:
(i) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
(ii) 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 Network Operator;
(iii) 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
(iv) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

(j) The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

2. GST Withholding Tax

2A.1 Words defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act (Cth) 1953* have the same meaning in this special condition unless the context requires otherwise.

2A.2 This special condition applies if:

(a) The contract was entered into:
(i) On or after 1 July 2018; or
(ii) Prior to 1 July 2018 if consideration (excluding the Deposit) is provided after 30 June 2020;

(b) The property (or part of the property) constitutes:
(i) new residential premises which have not been created through substantial renovation of a building or do not constitute commercial residential premises; or
(ii) potential residential land which is included in a property subdivision plan and does not contain any building which is used for a commercial purpose;

(c) If the property constitutes potential residential land, the purchaser:
(i) is not registered for GST; or
(ii) will not acquire the Property for a creditable purpose; and

(d) The supply of the property does not constitute a supply which has been excluded from the application of Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* by virtue of a statutory declaration made by the Commissioner in accordance with Section 14-250(3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

2A.3 At least 14 days before the relevant date in special condition 2A.4, the vendor must provide to the purchaser a notice which complies in all respects with section 14-255(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("notice").

2A.4 The purchaser must pay to the Commissioner the amount set out in the notice ("amount") on or before:

(a) the day on which it pays any consideration (excluding the deposit) to the vendor for the property;

(b) if the vendor and purchaser are associates and no consideration is to be provided, the day on which the property is supplied to the purchaser; or

(c) such other date determined by the Commissioner in accordance with section 14-250(5) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

Note: the purchaser's obligation to withhold and pay an amount to the Commissioner is not avoided if the vendor fails to serve a notice.

2A.5 If the amount is not due prior to settlement, the purchaser is taken to have complied with its obligations in special condition 2A.4 if:

(a) Settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd (PEXA) or any other electronic conveyancing system agreed by the parties and the amount is paid to the Commissioner via this electronic conveyancing system; or

(b) the purchaser provides the vendor with a bank cheque made payable to the Commissioner for the amount payable to the Commissioner. If this occurs, the vendor must provide such cheque to the Commissioner as soon as possible.

2A.6 The amount is to be deducted from the vendor's entitlement to the contract consideration.

2A.7 The purchaser will be and is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount save if caused directly or indirectly by the vendor.

2A.8 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 in this special condition; and

(b) ensure that the representative does so.

2A.9 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

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

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

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

despite

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

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

3. Foreign Resident Capital Gains Withholding

3.1 Interpretation

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

3.2 Amount to be withheld

Only 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 of the TAA ("the amount"), then:

(a) the amount is to be deducted from the vendor's entitlement to the contract consideration; and

(b) if there is no consideration or non-monetary consideration, the vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration; and

(c) special condition 3.3 applies.

3.3 Purchaser and vendor obligations

(a) The purchaser must:

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

(ii) ensure that the representative does so.

(b) The purchaser must (and the terms of engagement for the purchaser's representative are taken to include instructions to) have regard to the vendor's interests and:

(i) 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 purchaser (or its representative) in accordance with this special condition if the sale of the property settles;

(ii) promptly provide the vendor with proof of payment;

(iii) otherwise comply, or ensure compliance with, this special condition; and

(iv) where the amount is not payable to the Commissioner, return it promptly to the vendor and the amount is a charge on the land until payment of the amount is made in accordance with this special condition; despite:

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

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

(c) The purchaser (and its representative) is taken to have complied with the obligations in special condition 2.3(b) if:

(i) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

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

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

(e) The vendor must provide the purchaser with the information needed for the purchaser to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of the TAA. 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.

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

(g) The requirements of this special condition which are not or cannot be satisfied by settlement will survive and will not in any way be removed or be satisfied or determined on settlement.

4. Guarantee

If a company purchases the property:

(a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and

(b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

5. Amendments

(a) General Conditions 24.4, 24.5 & 24.6 are deleted.

6. Auction Clause

If the property is offered for sale by public auction, it is subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land Regulations (Public Auction) 2014 or any rules prescribed by regulation which modify or replace those rules.

7. Cost of rescheduling settlement

The purchaser must pay to the Vendor on the Due Date on an indemnity basis the Vendor's cost incurred each time a scheduled settlement is rescheduled at the request of the Buyer or because of its default and which costs are agreed will be $250.00 payable to the vendor's representative at settlement.

8. Foreign Purchaser

The purchaser warrants:

(a) That the purchaser is not a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act* 1975; or

(b) That the purchaser is a foreign person within the meaning of the *Foreign Acquisition and Takeovers Act* 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the purchaser.

9. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

(a) In its present condition and state of repair;
(b) Subject to all defects latent and patent;
(c) Subject to any infestations and dilapidation;
(d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

10. Identity of the Land

An omission or mistake in the description, measurements or area of the land does not invalidate the sale and the purchaser cannot make any objection or claim for compensation for any alleged mis-description of the property or any deficiency in its area or measurements; or require the vendor to amend title or pay any cost of amending title.

12. FIRB Approval

12.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act* 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.

12.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

12.3 This warranty and indemnity do not merge on completion of this contract.

13. Acceptance of title

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

14. Land Tax

15.1 No adjustment shall be made for land tax or any windfall gains tax existing on the Day of Sale;

15.2 General Condition 15.2(b) is deleted and;

15.3 To the extent there is any inconsistency between this special condition and any other general condition or special condition in this Contract, this special condition 15 shall prevail.

FURTHER SPECIAL CONDITIONS:

Please number each and initial each further Special Condition.

FORM 2

Estate Agents Act 1980

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:

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

(b) any reservations in the crown grant; and

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

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

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:

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

(e) is under no legal disability; and

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

(g) 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

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

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

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(j) public rights of way over the land;

(k) easements over the land;

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

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

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

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

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

(o) 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

(p) 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

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

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

3. Identity of the land

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

3.2 The purchaser may not:

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

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

4. Services

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

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

5. Consents

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

6. Transfer

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

7. Release of security interest

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

7.2 For the purposes of enabling the purchaser to search the 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 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must—

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

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

7.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the 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.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use 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.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—

(a) the personal property is of a kind that may 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.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—

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

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

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.

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

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

9.4 The purchaser is taken to have accepted the vendor's title if:

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

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

9.5 The contract will be at an end if:

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

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

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

MONEY

10. Settlement

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:

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

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

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

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

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

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

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

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

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

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

12. Stakeholding

12.1 The deposit must be released to the vendor if :

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either—

(i) there are no debts secured against the property; or

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

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

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

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

13. GST

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

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

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

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

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

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

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

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

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

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

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

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

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

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

(b) 'GST' includes penalties and interest.

14. Loan

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

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

(a) immediately applied for the loan; and

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

(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

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

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

15. Adjustments

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

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by—

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

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

17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer—

(a) personally; or

(b) by pre-paid post; or

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

(d) by email.

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

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

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

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

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

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

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

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

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

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

24. Loss or damage before settlement

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

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

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

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

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

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

28.4 If the contract ends by a default notice given by the vendor:

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

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

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

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

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

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

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

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

GUARANTEE AND INDEMNITY

In consideration of the Vendor selling to the Purchaser at the Purchaser's request the property described in the Contract for the price and upon the terms and conditions set out in the Contract, the Guarantor **COVENANTS AND AGREES** with the Vendor that:

1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;

    (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and

    (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.

2. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the 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 the Guarantor.

3. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.

4. A reference to a party includes that party's successors, transferees and assigns.

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

6. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

SCHEDULE

Vendor: JARED DANIEL MILLS AND SARAH ELIZABETH MILLS

Purchaser:

The Contract: The following Contract of Sale between the Vendor and the Purchaser:
Dated:
Property: 1 SWEENEY DRIVE, DOREEN
Certificate of Title: Volume 10684 Folio 762

Guarantor: Name: .....

Address: .....

Name: .....

Address: .....

DATED: this day of 2026

SIGNED SEALED AND DELIVERED by the said)
)
) ……...
Print Name ……..) Signature of Guarantor
)
In the presence of:)
)
Signature of Witness ……..)

SIGNED SEALED AND DELIVERED by the said)
)
) ……...
Print Name ……..) Signature of Guarantor
)
In the presence of:)
)
Signature of Witness ……..)

1 SWEENEY DRIVE, DOREEN
(Property)

VENDOR STATEMENT

Vendor: Jared Daniel Mills and Sarah Elizabeth Mills

YOUR PROPERTY CONVEYANCING SERVICES
Level 1, Suite 22, 797 Plenty Rd
South Morang VIC 3752

Tel: 03 9422 5455
Fax: 03 9012 4485
Email: yourproperty@outlook.com.au
Ref: 26:2764

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land: 1 Sweeney Drive, Doreen

Vendor: Jared Daniel Mills



_____ 19/02/2026

Vendor's signature Date

Vendor: Sarah Elizabeth Mills



_____ 19/02/2026

Vendor's signature Date

Purchaser:

_____ _____/_____/20_____

Purchaser's signature Date

Purchaser:

_____ _____/_____/20_____

Purchaser's signature Date

1. FINANCIAL

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

☒ Are contained in the attached certificate(s).

☐ Their total does not exceed: $

☐ Their amounts are:

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than:-

☒ Nil, so far as the vendor(s) are aware.

☐ As attached

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

☒ Not applicable.

☐ As attached

1.3 **Terms Contract**

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

☒ Not applicable.

☐ "Additional Vendor Statement" is attached.

1.4 **Sale Subject to Mortgage**

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

☒ Not applicable.

☐ "Additional Vendor Statement" is attached.

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

This property is not land tax reform scheme land within the meaning of the CIPT Act

2. INSURANCE

2.1 **Damage and Destruction**

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

☒ Not applicable.

☐ Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

2.2 **Owner-Builder**

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

☒ Not applicable.

☐ Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

☐ Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:
Policy number:
Expiry date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE

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

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

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

☐ Is as follows:

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

☐ In the attached copies of title document/s.

☒ As follows: to the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2 **Road Access**

There is:

☒ access to the property by road

☐ NO access to the property by road

3.3 **Designated Bushfire Prone Area**

The land:

☒ Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

☐ IS in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

3.4 **Planning Scheme**

☒ Attached is a certificate with the required specified information.

4. NOTICES

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

There are none to the vendor's knowledge save as detailed herein or attached, but the vendor has no means of knowing of all the decisions of public authorities or government departments affecting the property unless communicated to the vendor.

4.2 **Agricultural Chemicals**
There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:
☒ Not applicable.
☐ Are contained in the attached certificates and/or statements.
☐ Are as follows:

4.3 **Compulsory Acquisition**
The particulars of any notices of intention to acquire that have been served under section 6 of the Land Acquisition and Compensation Act 1986 are as follows:
☒ Not applicable.
☐ Are contained in the attached certificates and/or statements.
☐ Are as follows:

5. BUILDING PERMITS

5.1 **Particulars of any building permit** issued under the Building Act 1993 in the preceding 7 years (required only where there is a residence on the land):
☒ Not applicable.
☐ Are contained in the attached certificates and/or statements.
☐ Are as follows:

6. OWNERS CORPORATION

6.1 This section 6 only applies if the land is **affected by an owners corporation** within the meaning of the Owners Corporations Act 2006.
☒ Not applicable.

☐ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.
☐ Attached is the information prescribed for the purposes of action 151(4)(a) of the Owner Corporations Act 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.
☐ The owners corporation is INACTIVE

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

☒ GAIC (and Section 7) is NOT applicable on the sale of this property.
☐ GAIC (and Section 7) IS applicable on the sale of this property. Words and expressions in this section 7 have the same meaning as in Part 9B of the Planning and Environment Act 1987.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

(a) ☐ The land is NOT to be transferred under the agreement
☐ The land IS to be transferred under the agreement

(b) ☐ The land is NOT land on which the works are to be carried out under the agreement (other than Crown Land)
☐ The land IS land on which the works are to be carried out under the agreement (other than Crown Land)

(c) ☐ The land is NOT land in respect of which a GAIC is imposed
☐ The land IS land in respect of which a GAIC is imposed

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.
Any of the following certificates or notices must be attached if there is a GAIC recording. The boxes marked with an "X" indicate that such a certificate or notice that is attached:

☐ Any certificate of release from liability to pay a GAIC
☐ Any certificate of deferral of the liability to pay the whole or part of a GAIC
☐ Any certificate of exemption from liability to pay a GAIC
☐ Any certificate of staged payment approval
☐ Any certificate of no GAIC liability
☐ Any notice providing evidence of the grant of a reduction of the whole part of the liability for a GAIC or an exemption from that liability
☐ A GAIC certificate issued under Part 9B of the Planning and Environment Act 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2(a) to (f) above

8. SERVICES

8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

☐ Electricity supply
☐ Gas supply
☐ Water supply
☐ Sewerage
☐ Telephone services

9. TITLE

9.1 Attached are copies of the following **title documents**:

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

☐ General Law Title. The last conveyance in the chain of title or other document which gives evidence of the vendor’s title to the land.

☐ Evidence of the vendor’s right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

☒ This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.

☐ This sale IS affected by a subdivision and therefore Section 10 applies as follows:-

10.1 **Unregistered Subdivision**

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

☐ Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

☐ Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 **Staged Subdivision**

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

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

☐ The requirements in a statement of compliance, relating to the stage in which the land is included that have not been complied with are:-

☐ attached.
☐ as follows:

☐ The proposals relating to subsequent stages that are known to the vendor are: ☐ attached.
☐ as follows:

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

☐ attached.
☐ as follows:

10.3 **Further Plan of Subdivision**

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

☐ Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).

☐ Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

11. DISCLOSURE OF ENERGY INFORMATION

☒ Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.

☐ Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but IS included in this Vendor Statement for convenience.

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

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

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

☐ Not applicable.

☐ Are contained in the attached building energy efficiency certificate.

☐ Are as follows:

12. DUE DILIGENCE CHECKLIST

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

☒ Is attached.

☐ Is not attached.

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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 10684 FOLIO 762 Security no : 124131527076Q
Produced 21/01/2026 08:43 PM

LAND DESCRIPTION

Lot 304 on Plan of Subdivision 435557W.
PARENT TITLE Volume 10663 Folio 038
Created by instrument PS435557W 30/10/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JARED DANIEL MILLS
SARAH ELIZABETH MILLS both of 1 SWEENEY DRIVE DOREEN VIC 3754
AV977649M 19/08/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY411258M 17/09/2024
WESTPAC BANKING CORPORATION

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 PS435557W 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: 1 SWEENEY DRIVE DOREEN VIC 3754

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 17/09/2024

DOCUMENT END

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PLAN OF SUBDIVISION

Stage No. /

LTO use only

EDITION 2

PLAN NUMBER

PS 435557W

Location of Land

Parish: Yan Yean

Township: ———

Section: 4

Crown Portion: 2 (Part)

Crown Portion: 5 (Part)

LTO base record: D.C.M.B.

Title References:

Vol Fol

Last Plan Reference: PS 503012Q Lot H

Postal Address: Hazel Glen Drive
Doreen 3754

AMG Co-ordinates: E 335,150m
(Of approx. centre of plan) N 5,837,900m Zone 55

Vesting of Roads or Reserves

Identifier	Council/Body/Person
ROADS R1	CITY OF WHITTLESEA
RESERVE No.1	CITY OF WHITTLESEA

Council Certification and Endorsement

Council Name: Whittlesea City Council Ref: 604954

~~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 - 5/2/2002

3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

Open Space

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has / ~~has not~~ been made.

(ii) The requirement has been satisfied.

~~(iii) The requirement is to be satisfied in Stage~~

Council Delegate
~~Council seal~~

Date 25/9/2002

Notations

Depth Limitation: Does not apply

Staging This ~~is~~/is not a staged subdivision
Planning Permit No.

Number of lots: 92 Area of stage: 11·56ha

Lot identifiers A, B, C, D, E, F, G, H and I to 265 (both inclusive) have been omitted from this plan.

Survey:- This plan is / ~~is not~~ based on survey.
To be completed where applicable.
This survey has been connected to permanent mark(s) 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.	PS 405442K	LAND IN PS 405442K
	DRAINAGE AND SEWERAGE		PS 422123F	LAND IN PS 422123F
	DRAINAGE AND SEWERAGE		THIS PLAN	LAND IN THIS PLAN
	SEWERAGE		PS 405442K	YARRA VALLEY WATER LIMITED
	DRAINAGE AND SEWERAGE		PS 416621X	LAND IN PS 416621X
E-3	CARRIAGEWAY	SEE DIAG.	PS 405442K PS 422123F	LAND IN PS 405442K YARRA VALLEY WATER LIMITED
	SEE SHEET 2	FOR	CONTINUATION	

LICENSED SURVEYOR GARY HUGH WAITE DATE 11/6/2002

REF 6776/ID/02 VERSION 6 SIGNATURE ----------

LTO use only

Statement of Compliance / Exemption Statement

Received ☑

Date 19/10/2002

LTO use only

PLAN REGISTERED

TIME 4·05 PM

DATE 30/10/2002

Assistant Registrar of Titles

Sheet 1 of 15 Sheets

benchmark IN QUALITY AS/NZS ISO 9001

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 1994 Cert No.842

6776ID02.LCD

DATE 25/9/2002
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS 435557W

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-4	DRAINAGE AND SEWERAGE	SEE DIAG.	PS 422123F	LAND IN PS 422123F
	SEWERAGE		PS 416621X	YARRA VALLEY WATER LIMITED
	DRAINAGE AND SEWERAGE		PS 416621X	LAND IN PS 416621X
E-5	DRAINAGE AND SEWERAGE	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN
	SEWERAGE		THIS PLAN	YARRA VALLEY WATER LIMITED
E-6	CARRIAGEWAY	SEE DIAG.	PS 422123F	YARRA VALLEY WATER LIMITED
E-7	SEWERAGE	SEE DIAG.	PS 422123F	YARRA VALLEY WATER LIMITED
	SEWERAGE		PS 422123F	LAND IN PS 422123F
E-8	DRAINAGE AND SEWERAGE	SEE DIAG.	PS 422123F	YARRA VALLEY WATER LIMITED
E-9	GAS SUPPLY	SEE DIAG.	K602418	GAS AND FUEL CORPORATION OF VICTORIA
E-10	DRAINAGE AND SEWERAGE	SEE DIAG.	PS 443009K	LAND IN THIS PS 443009K
	SEWERAGE		PS 443009K	YARRA VALLEY WATER LIMITED
E-11	POWERLINE	1·50	THIS PLAN - SECTION 88 ELECTRICITY INDUSTRY ACT 2000	TXU ELECTRICITY LTD.
E-14	DRAINAGE	SEE DIAG.	PS 447361X	LAND IN PS 447361X
E-15	SEWERAGE	SEE DIAG.	PS 447361X	LAND IN PS 447361X AND YARRA VALLEY WATER LTD.

SEE SHEET 3 FOR CONTINUATION

ORIGINAL SHEET SIZE A3 | SCALE | SCALE 0 LENGTHS ARE IN METRES

LICENSED SURVEYOR GARY HUGH WAITE

SIGNATURE _____ DATE 11/6/2002

REF 6776/ID/02 VERSION 6

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SHEET 2 OF 15 SHEETS

DATE 25/9/2002

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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS 435557W

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-17	WATER SUPPLY	5	PS 447361X	LAND IN PS 447361X AND YARRA VALLEY WATER LTD.
		5	PS 447361X	LAND IN PS 447361X AND YARRA VALLEY WATER LTD. TXU ELECTRICITY LTD
RI	WAY, DRAINAGE AND SEWERAGE AND THE SUPPLY OF WATER, GAS, ELECTRICITY AND TELECOMMUNICATIONS	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN

ORIGINAL SHEET SIZE A3 | SCALE | SCALE 0 LENGTHS ARE IN METRES

LICENSED SURVEYOR GARY HUGH WAITE

SIGNATURE ---------- DATE 11/6/2002

REF 6776/ID/02 VERSION 6

SHEET 3 OF 15 SHEETS

DATE 25/9/2002 COUNCIL DELEGATE SIGNATURE

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PLAN OF SUBDIVISION

Plan Number PS 435557W

Stage No. /

AMG ZONE 55

YAN YEAN ROAD

SHEET 4 OF 15 SHEETS

DATE 25/9/2002

COUNCIL DELEGATE SIGNATURE

SCALE 75 0 75 150 225 300 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3 SCALE 1:7500

LICENSED SURVEYOR GARY HUGH WAITE 6776ID02.LCD

SIGNATURE ---------- DATE 11/6/2002

REF 6776/ID/02 VERSION 6

SEE SHEET 5

SEE SHEET 7

SEE SHEET 8

SEE SHEET 5 FOR DETAILS

ROTHACKER RISE

BROOKWOOD AVENUE

HAZEL GLEN DRIVE

TARAWERA ROAD

LAKELAND DRIVE

ENLARGEMENT SCALE 1:500

ENLARGEMENT SCALE 1:4000

R250

R200

R350

E-1 E-2 E-3 E-4 E-5 E-6 E-7 E-8

98·12ha

603·5

276°27'50"

276°32'50"

276°38'20"

276°21'50"

276°27'20"

PEYTON WAITE

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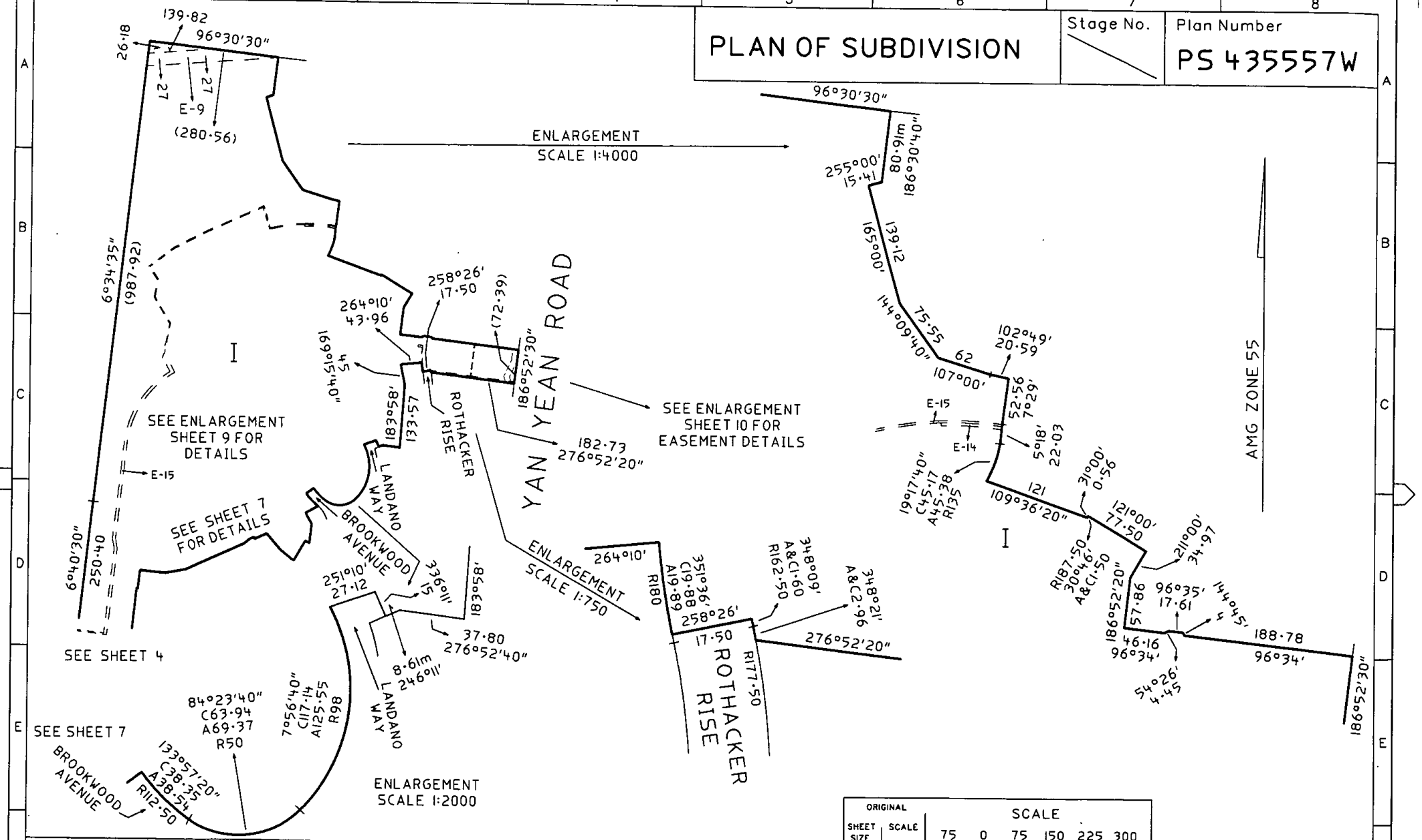
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PLAN OF SUBDIVISION

Stage No.

Plan Number PS 435557W



ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:7500	75 0 75 150 225 300 LENGTHS ARE IN METRES

SHEET 5 OF 15 SHEETS

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SIGNATURE ---------- DATE 11/6/2002

REF 6776/ID/02 VERSION 6

DATE 25/9/2002

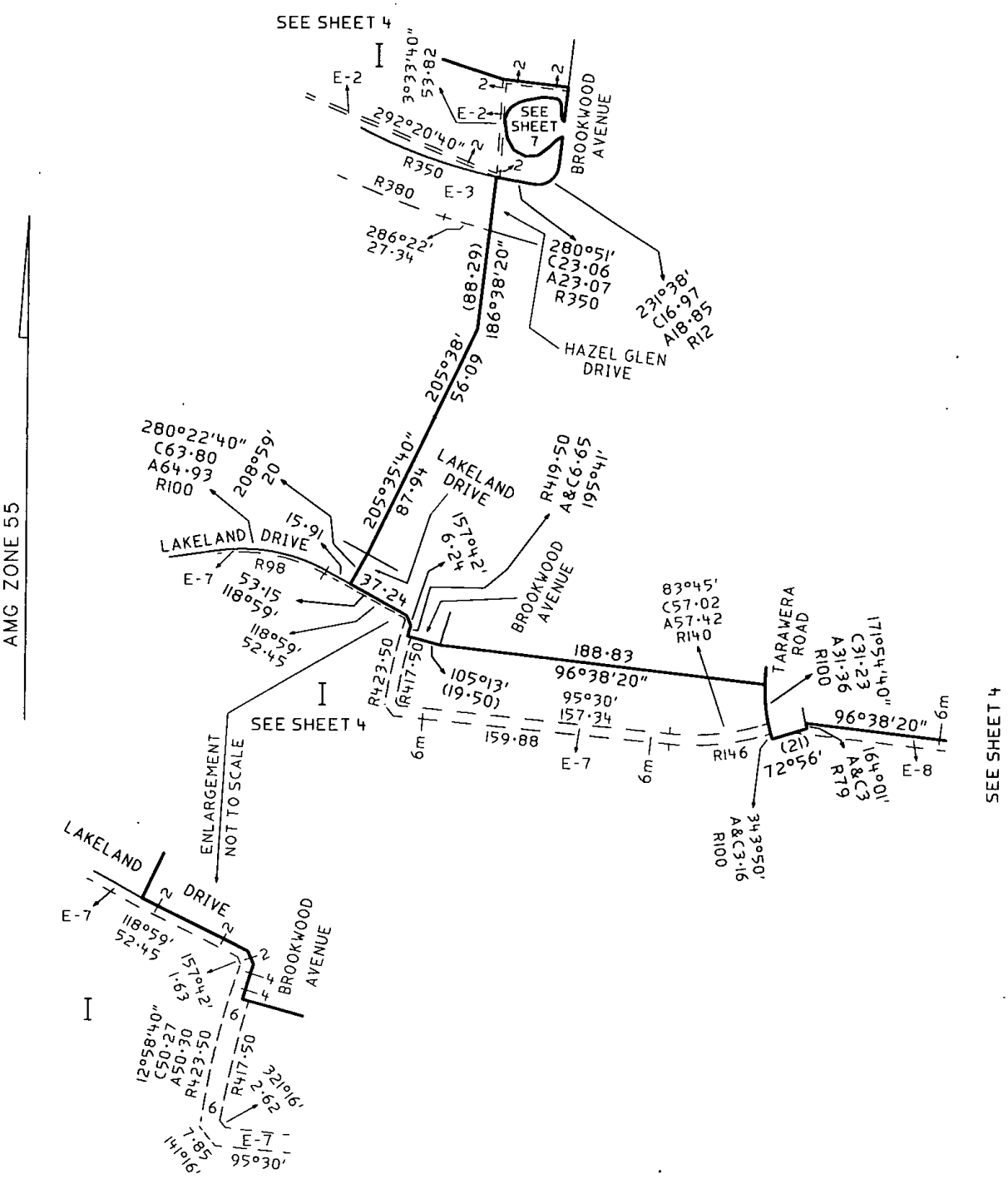
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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435557W



ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:2500	25 0 25 50 75 100 LENGTHS ARE IN METRES

LICENSED SURVEYOR GARY HUGH WAITE 6776ID02.LCD

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REF 6776/ID/02 VERSION 6

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SHEET 6 OF 15 SHEETS

DATE 25/9/2002

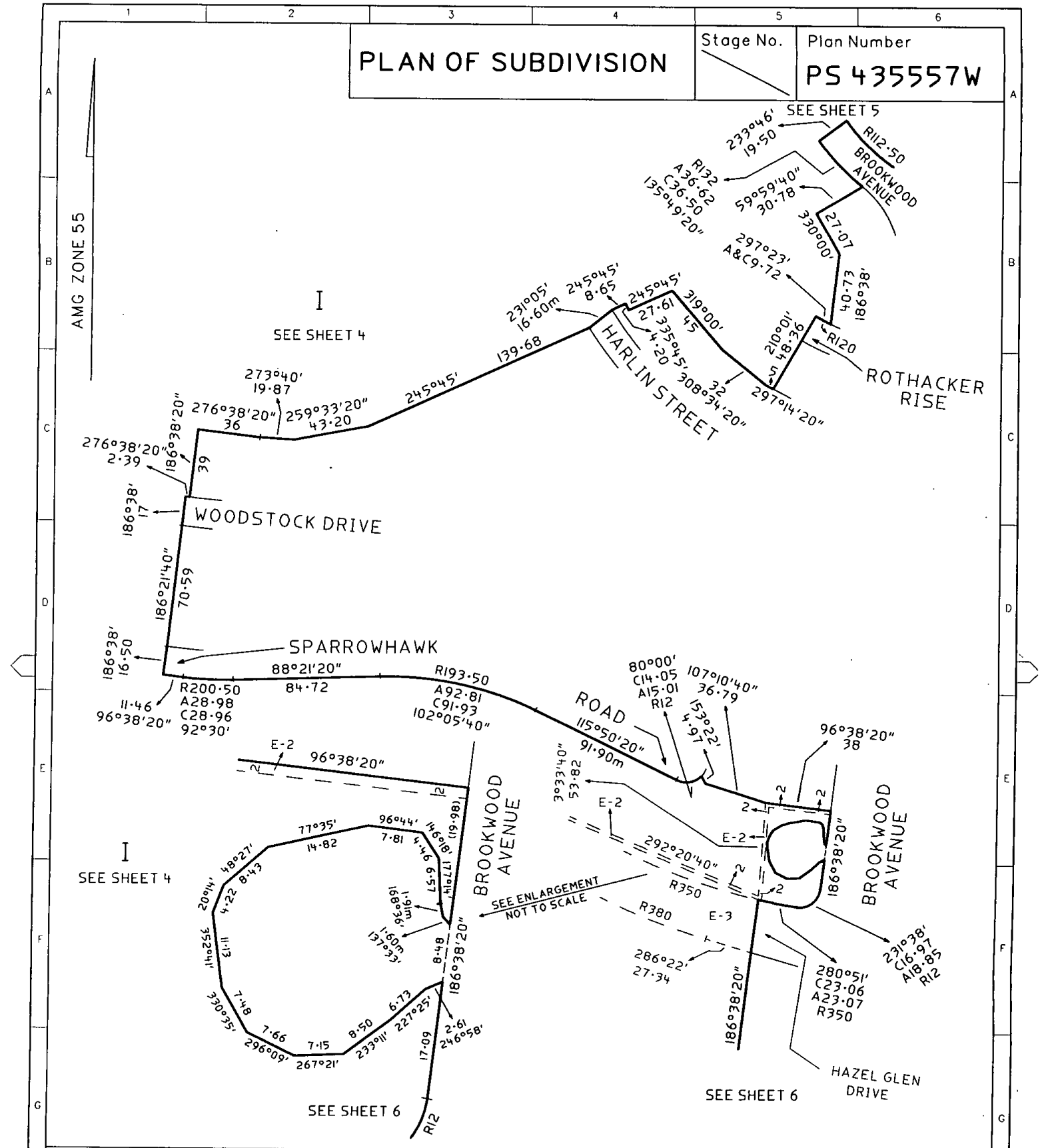
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PLAN OF SUBDIVISION

Stage No.

Plan Number PS 435557W



ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:2000	20 0 20 40 60 80 LENGTHS ARE IN METRES

LICENSED SURVEYOR GARY HUGH WAITE 6776ID02.LCD

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CERTIFIED QUALITY SYSTEM - ISO 9001 1994 Cert No.842

SHEET 7 OF 15 SHEETS

DATE 25/9/2002

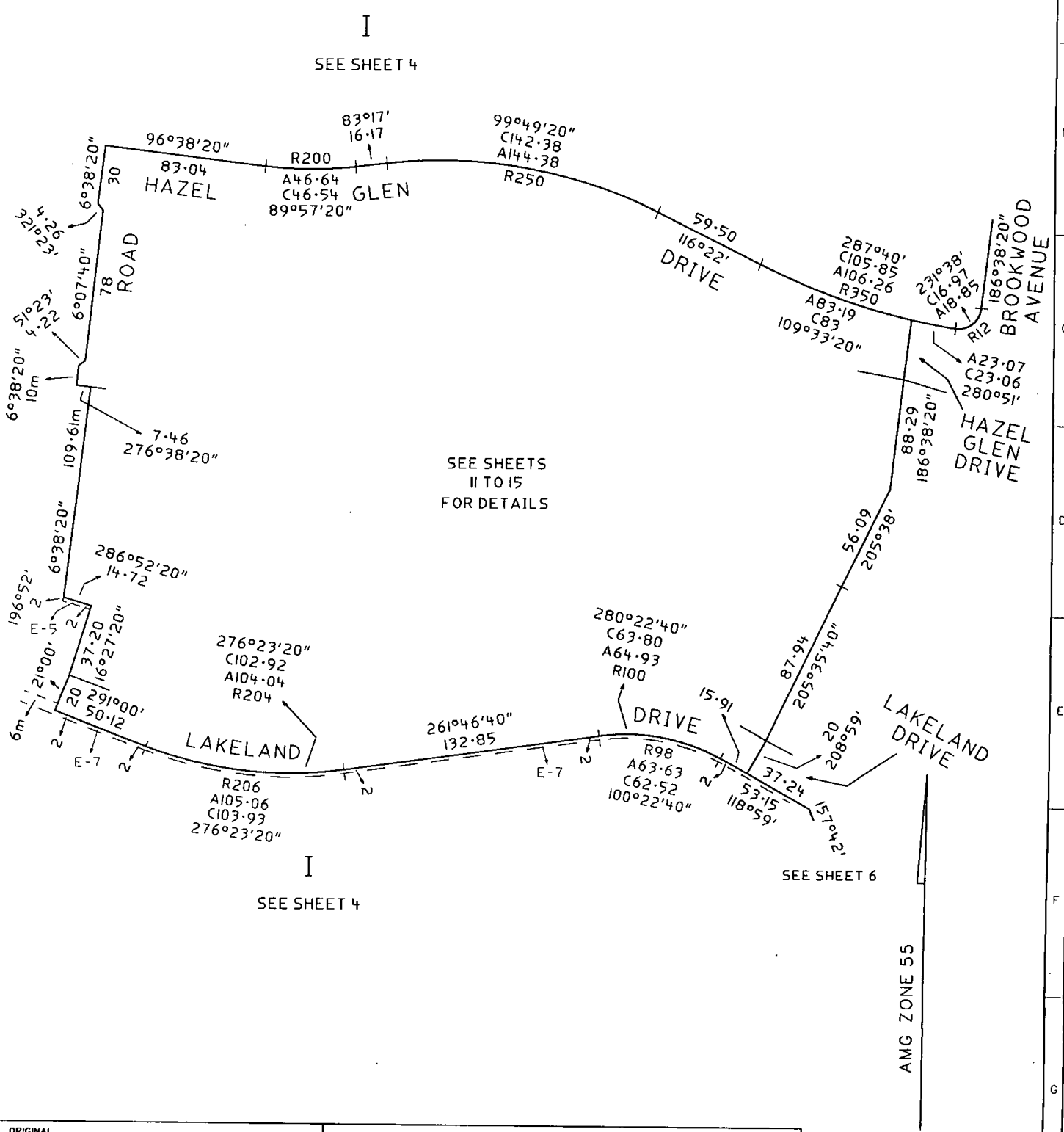
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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS 435557W



ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:2000	20 0 20 40 60 80 LENGTHS ARE IN METRES

LICENSED SURVEYOR GARY HUGH WAITE 6776ID02.LCD

SIGNATURE ---------- DATE 11/6/2002

REF 6776/ID/02 VERSION 6

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CERTIFIED QUALITY SYSTEM - ISO 9001 1994 Cert No.842

SHEET 8 OF 15 SHEETS

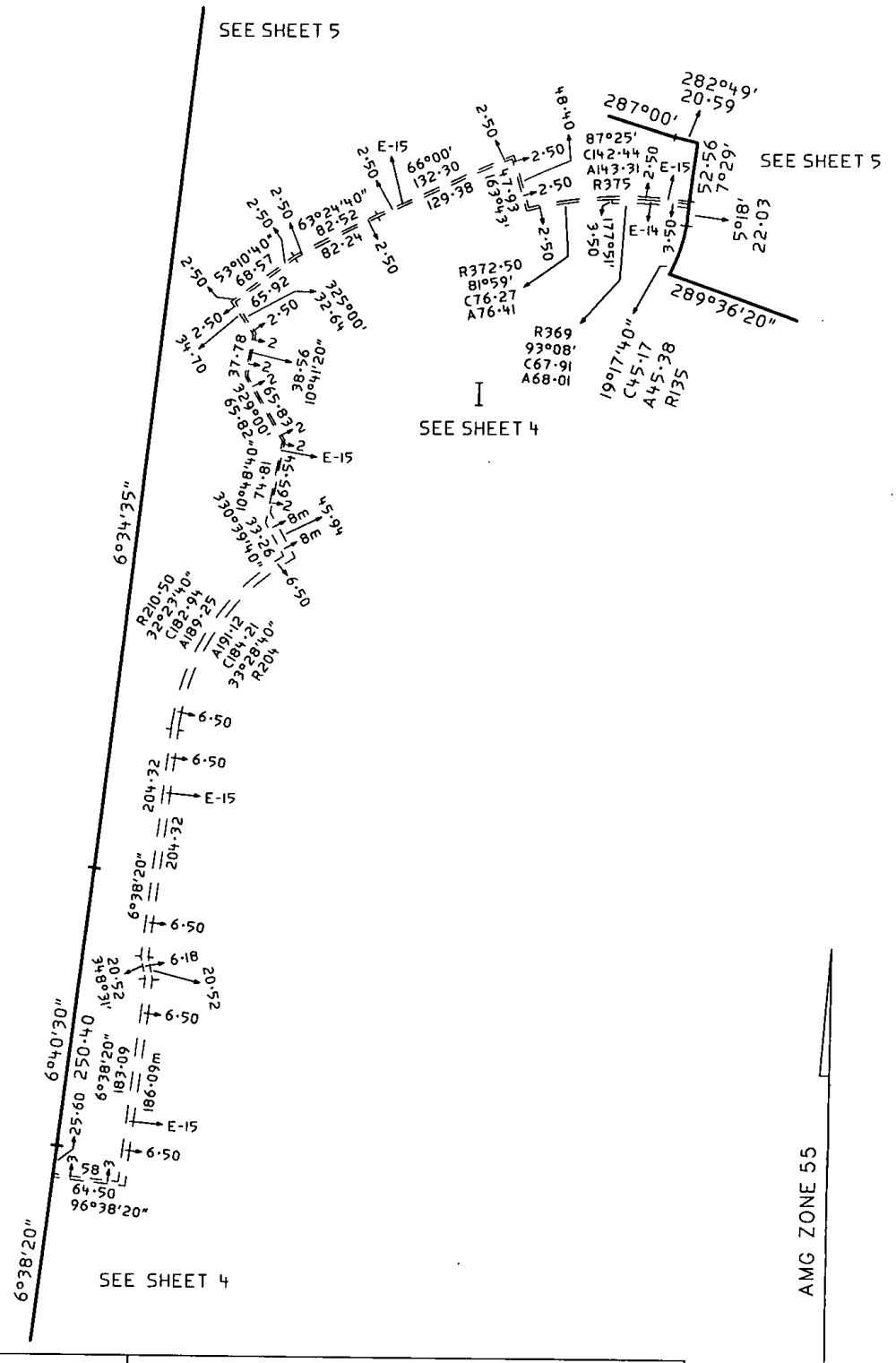
---------- DATE 25/9/2002

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PLAN OF SUBDIVISION

Stage No.	Plan Number
	PS 435557W



ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:4000	40 0 40 80 120 160 LENGTHS ARE IN METRES

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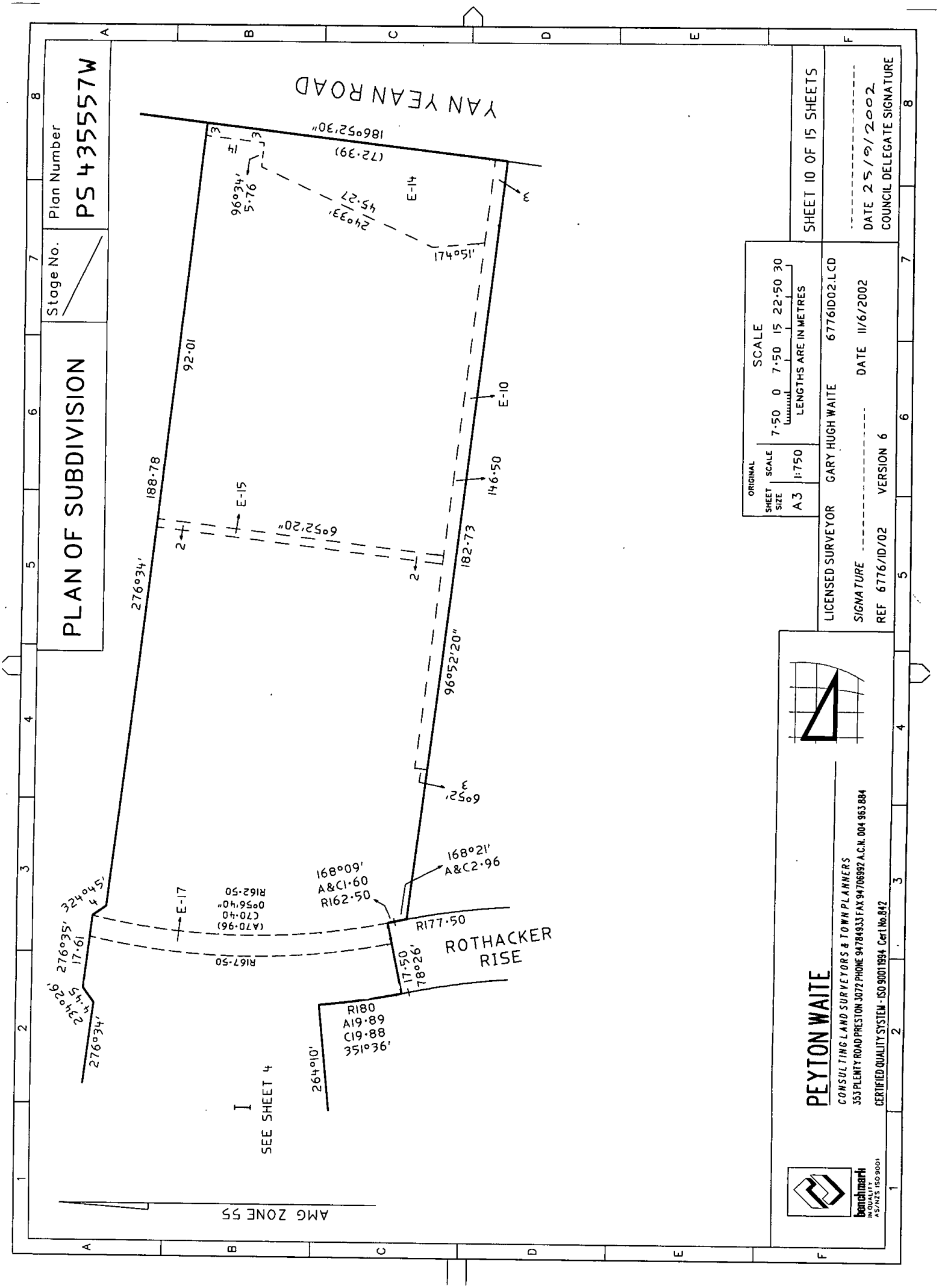
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SHEET 9 OF 15 SHEETS

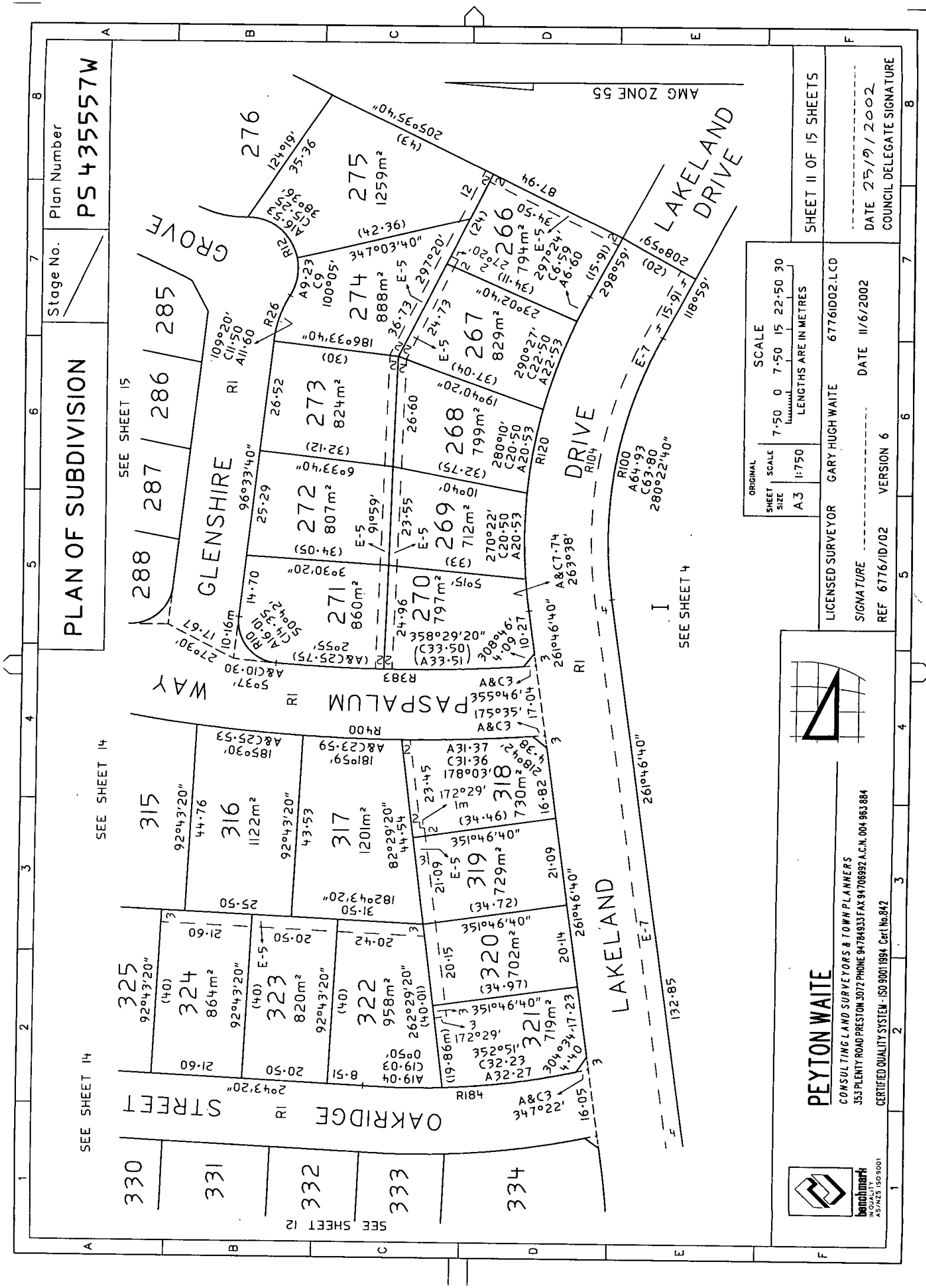
DATE 25/9/2002

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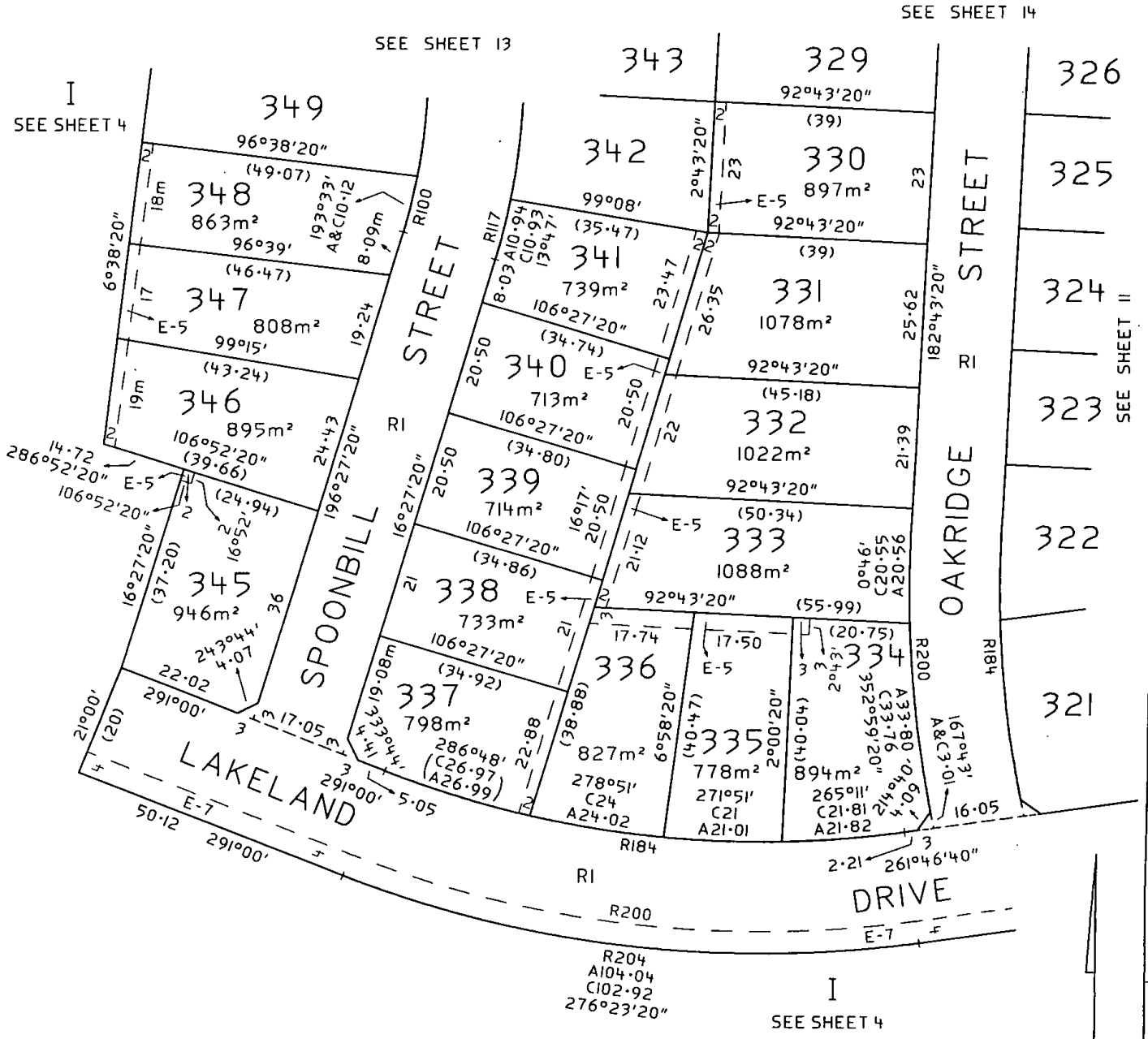


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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS 435557W



ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:750	7·50 0 7·50 15 22·50 30 LENGTHS ARE IN METRES

LICENSED SURVEYOR GARY HUGH WAITE 6776ID02.LCD

SIGNATURE ---------- DATE 11/6/2002

REF 6776/ID/02 VERSION 6

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PEYTON WAITE

CONSULTING LAND SURVEYORS & TOWN PLANNERS

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CERTIFIED QUALITY SYSTEM - ISO 9001 1994 Cert No.842

SHEET 12 OF 15 SHEETS

DATE 25/9/2002

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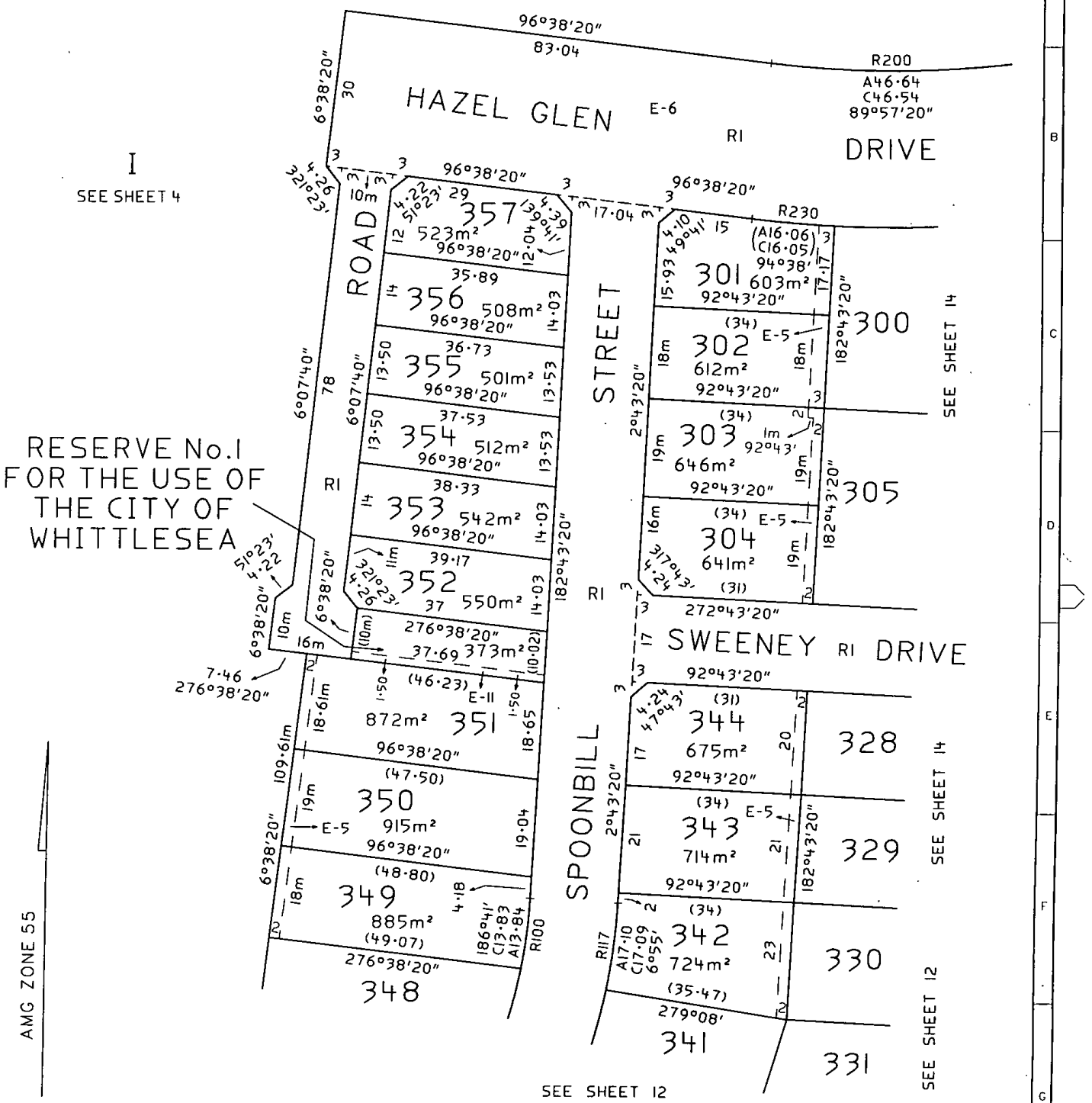
AMG ZONE 55

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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS 435557W



ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:750	7·50 0 7·50 15 22·50 30 LENGTHS ARE IN METRES

LICENSED SURVEYOR GARY HUGH WAITE 6776ID02.LCD

SIGNATURE _____ DATE 11/6/2002

REF 6776/ID/02 VERSION 6

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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 1994 Cert No.842

SHEET 13 OF 15 SHEETS

DATE 25/9/2002

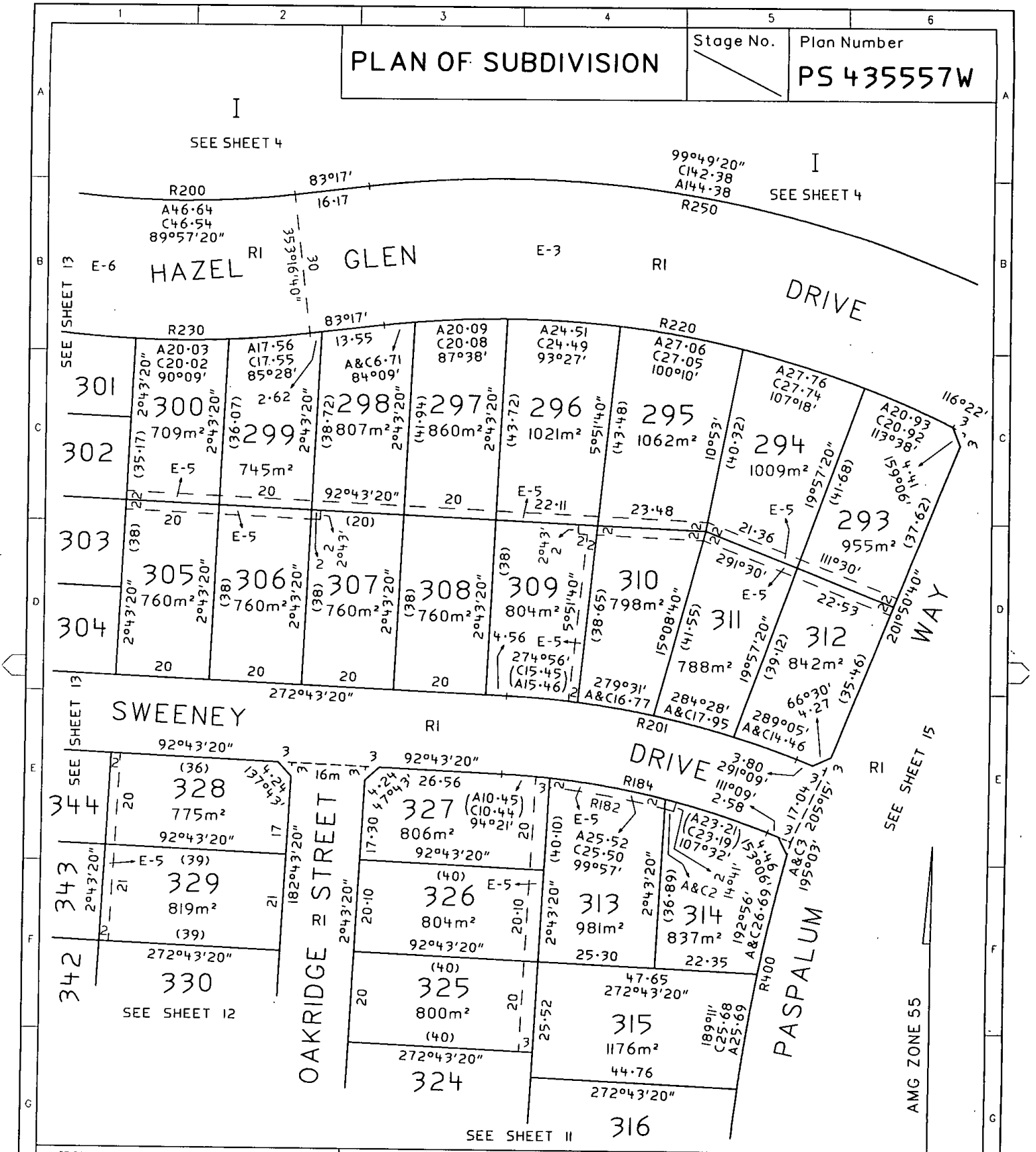
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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS 435557W



ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:750	7·50 0 7·50 15 22·50 30 LENGTHS ARE IN METRES

LICENSED SURVEYOR GARY HUGH WAITE 6776ID02.LCD

SIGNATURE _____ DATE 11/6/2002

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SHEET 14 OF 15 SHEETS

DATE 25/9/2002

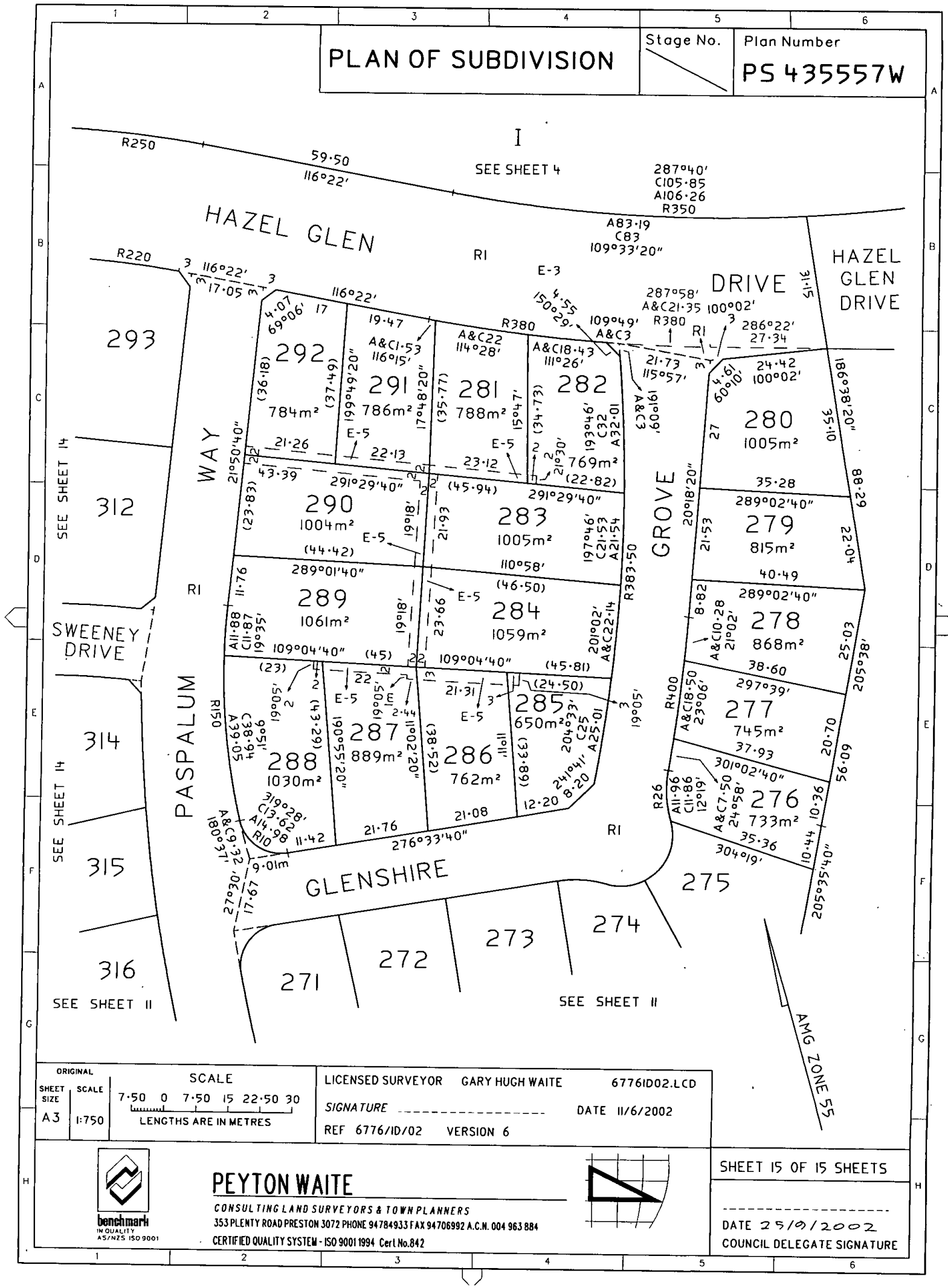
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PLAN OF SUBDIVISION

Stage No. /

Plan Number PS 435557W



ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:750	7·50 0 7·50 15 22·50 30 LENGTHS ARE IN METRES

LICENSED SURVEYOR GARY HUGH WAITE 6776ID02.LCD

SIGNATURE _____ DATE 11/6/2002

REF 6776/ID/02 VERSION 6

SHEET 15 OF 15 SHEETS

DATE 25/9/2002

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.

PLAN NUMBER

PS435557W

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
E-12, E-13, E-16, E-18 & E-19	--	REMOVAL OF EASEMENT	PS510467F	2.06.04		2	REN.M.

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Date of issue	Assessment No.	Certificate No.	Your reference
22/01/2026	516799	180528	79416054-013-0

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 1 Sweeney Drive DOREEN 3754
Description: LOT: 304 PS: 435557W
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	$825,000	$500,000	$41,250

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

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

Rates & charges		
General rate levied on 01/07/2025	$1,950.58	
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	$142.73	
Waste Service Charge (Res/Rural) levied on 01/07/2025	$208.80	
Waste Landfill Levy Res/Rural levied on 01/07/2025	$105.85	
Arrears to 30/06/2025	$0.00	
Interest to 22/01/2026	$0.00	
Other adjustments	$0.00	
Less Concessions	$0.00	
Sustainable land management rebate	$0.00	
Payments	-$2,639.26	
Balance of rates & charges due:		$0.00
Property debts		
Other debtor amounts		
Special rates & charges		
nil		
Total rates, charges and other monies due		**$0.00**

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

Council Offices
25 Ferres Boulevard, South Morang VIC 3752
Mail to: Locked Bag 1, Bundoora MDC VIC 3083
Phone: 9217 2170
National Relay Service: 133 677 (ask for 9217 2170)
Email: info@whittlesea.vic.gov.au
Free telephone interpreter service 131 450
ABN 72 431 091 058
whittlesea.vic.gov.au

2. Outstanding or potential liability / sub-divisional requirement:
There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.
There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

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

No Orders applicable.

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

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

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

6. Other information:

Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020, the Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Payment can be made using these options.

www.whittlesea.vic.gov.au
Ref **516799**

Phone 1300 301 185
Ref **516799**

Biller Code **5157**
Ref **516799**

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

21st January 2026

Melissa Lepore C/- GXS
LANDATA

Dear Melissa Lepore C/- GXS,

RE: Application for Water Information Statement

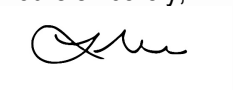
Property Address:	1 SWEENEY DRIVE DOREEN 3754
Applicant	Melissa Lepore C/- GXS LANDATA
Information Statement	31005235
Conveyancing Account Number	7959580000
Your Reference	26:2764

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
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yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	1 SWEENEY 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.

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yvw.com.au

Melbourne Water Property Information Statement

Property Address	1 SWEENEY DRIVE DOREEN 3754

STATEMENT UNDER SECTION 158 WATER ACT 1989

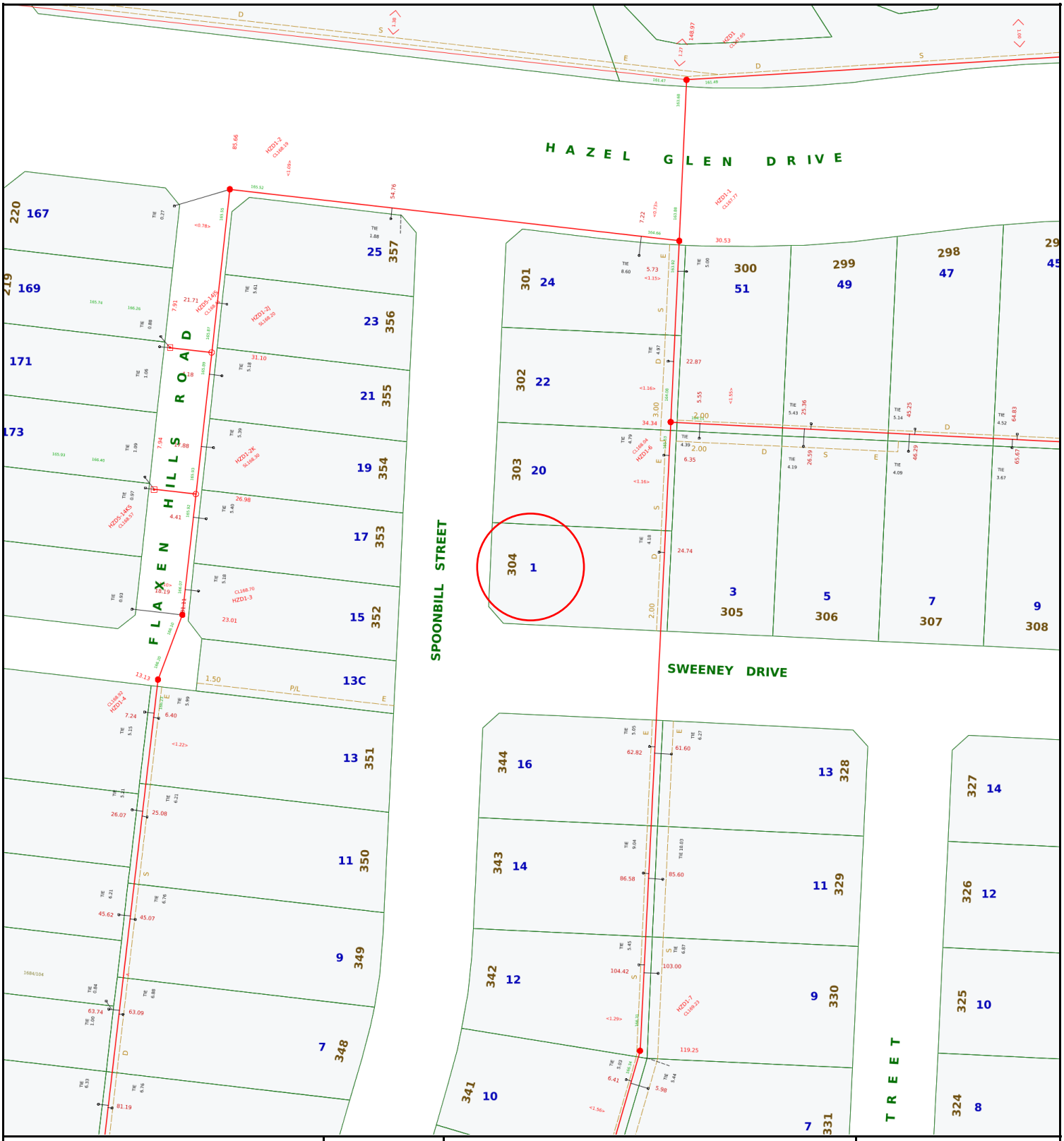
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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.



Yarra Valley Water

Information Statement Number: 31005235

Address	1 SWEENEY DRIVE DOREEN 3754
Date	21/01/2026
Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

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

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

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yvw.com.au

Melissa Lepore C/- GXS
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7455093481
Rate Certificate No: 31005235

Date of Issue: 21/01/2026
Your Ref: 26:2764

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1 SWEENEY DR, DOREEN VIC 3754	304\PS435557	1585603	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	$20.80	$20.80
Residential Water and Sewer Usage Charge *Step 1 – 41.360000kL x $3.57240000 = $147.75* *Step 2 – 6.640000kL x $4.68710000 = $31.12* Estimated Average Daily Usage $1.90	05-08-2025 to 07-11-2025	$178.87	$0.00
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	$119.92	$119.92
Parks Fee	01-01-2026 to 31-03-2026	$22.14	$22.14
Drainage Fee	01-01-2026 to 31-03-2026	$30.82	$30.82
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	-$303.33 cr
		Total for This Property	-$109.65 cr

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.

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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: 1585603

Address: 1 SWEENEY DR, DOREEN VIC 3754

Water Information Statement Number: 31005235

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 74550934811

Amount Paid		Date Paid		Receipt Number	

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

MELISSA LEPORE

Your Reference:	LD:79416054-009-3.26:2764
Certificate No:	95180203
Issue Date:	22 JAN 2026
Enquiries:	ESYSPROD

Land Address: 1 SWEENEY DRIVE DOREEN VIC 3754

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29981796	304	435557	10684	762	$0.00

Vendor: SARAH ELIZABETH MILLS & JARED DANIEL MILLS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR JARED DANIEL MILLS	2026	$500,000	$0.00	$0.00	$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$825,000
SITE VALUE (SV):	$500,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 95180203

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $1,950.00

Taxable Value = $500,000

Calculated as $1,350 plus ($500,000 - $300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $8,250.00

Taxable Value = $825,000

Calculated as $825,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 95180203

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 95180203

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax

MELISSA LEPORE

Your Reference:	LD:79416054-009-3.26:2764
Certificate No:	95180203
Issue Date:	22 JAN 2026
Enquires:	ESYSPROD

Land Address:	1 SWEENEY DRIVE DOREEN VIC 3754

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29981796	304	435557	10684	762	$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$825,000
SITE VALUE:	$500,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 95180203

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

MELISSA LEPORE

Your Reference:	LD:79416054-009-3.26:2764
Certificate No:	95180203
Issue Date:	22 JAN 2026

Land Address:	1 SWEENEY DRIVE DOREEN VIC 3754

Lot	Plan	Volume	Folio
304	435557	10684	762

Vendor:	SARAH ELIZABETH MILLS & JARED DANIEL MILLS
Purchaser:	FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		$0.00	$0.00	$0.00	$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 95180203

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 95180204

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 95180204

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melissa Lepore
Level 1, Suite 22, 797 Plenty Road
SOUTH MORANG 3752

Client Reference: 26:2764

NO PROPOSALS. As at the 21th January 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

1 SWEENEY DRIVE, DOREEN 3754
CITY OF WHITTLESEA

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

Date of issue: 21th January 2026

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 79416054 - 79416054204311 '26:2764'

PROPERTY REPORT

Energy, Environment and Climate Action

Created at 17 February 2026 08:52 PM

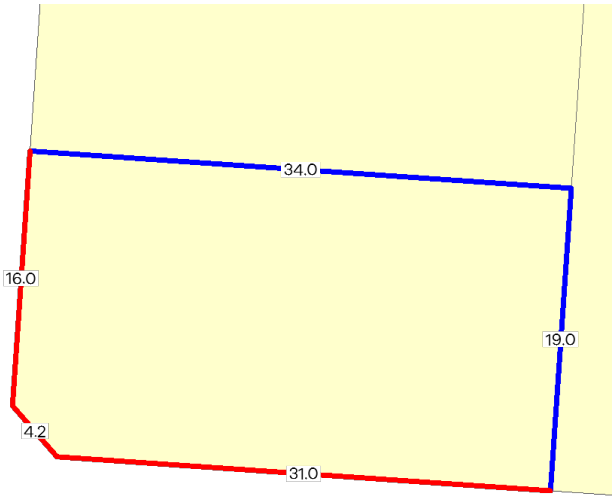
PROPERTY DETAILS

Address:	**1 SWEENEY DRIVE DOREEN 3754**
Lot and Plan Number:	**Lot 304 PS435557**
Standard Parcel Identifier (SPI):	**304\PS435557**
Local Government Area (Council):	**WHITTLESEA**
Council Property Number:	**516799**
Directory Reference:	**Melway 391 F6**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 641 sq. m
Perimeter: 104 m
For this property:
Site boundaries
Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

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

For more accurate dimensions get copy of plan at
Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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

PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 17 February 2026 08:53 PM

PROPERTY DETAILS

Address:	**1 SWEENEY DRIVE DOREEN 3754**
Lot and Plan Number:	**Lot 304 PS435557**
Standard Parcel Identifier (SPI):	**304\PS435557**
Local Government Area (Council):	**WHITTLESEA** www.whittlesea.vic.gov.au
Council Property Number:	**516799**
Planning Scheme:	**Whittlesea** Planning Scheme - Whittlesea
Directory Reference:	**Melway 391 F6**

UTILITIES

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

STATE ELECTORATES

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

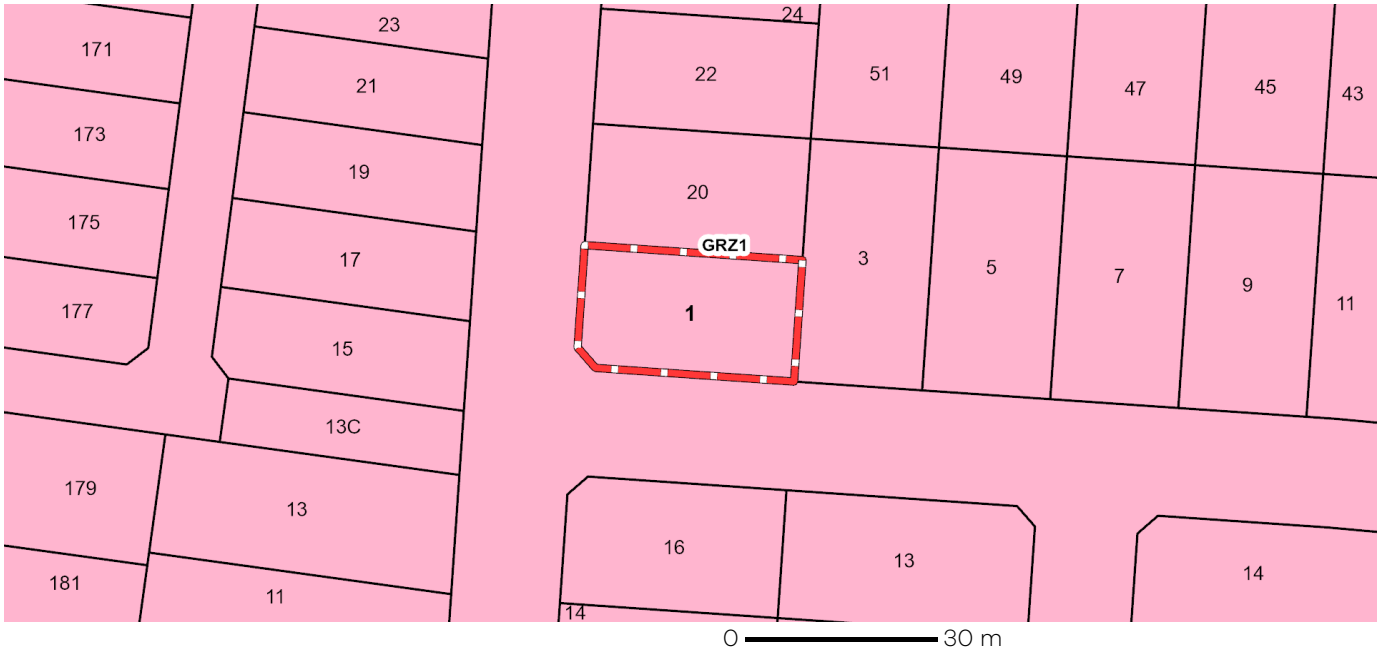
OTHER

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

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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

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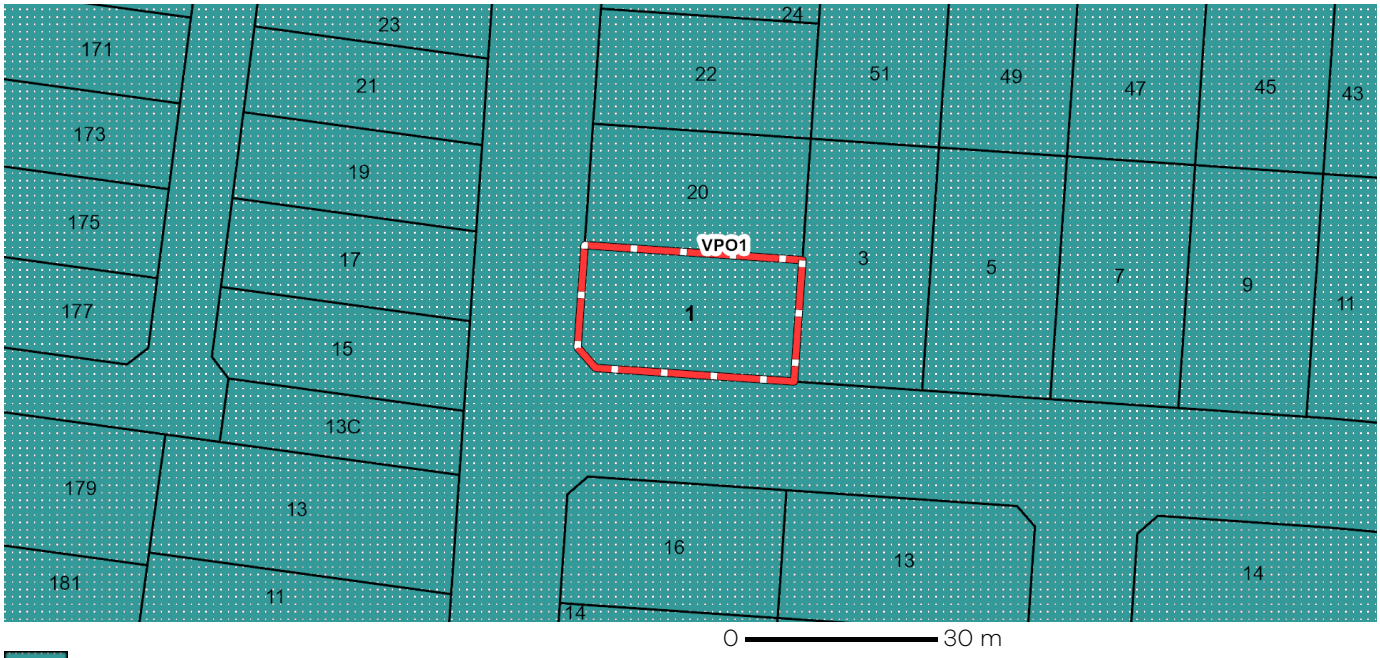
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PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlay

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



VPO - Vegetation Protection Overlay

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

Further Planning Information

Planning scheme data last updated on 17 February 2026.

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

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

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

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

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

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PLANNING PROPERTY REPORT

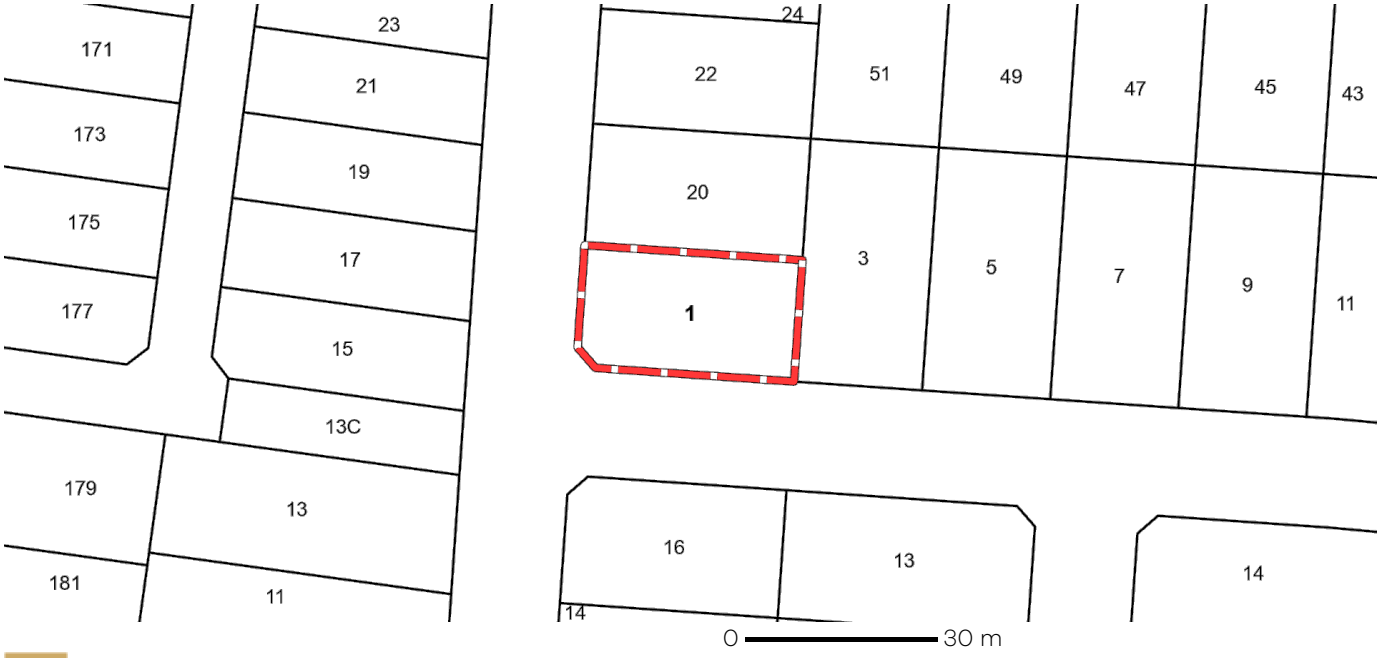
Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

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

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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