

**MILKEN MANAGEMENT PTY LTD  
(A.C.N. 097 350 902)**

CONTRACT OF SALE &  
VENDORS STATEMENT

**14 Vantage Point Boulevard  
Doreen**

**MAHONS LAWYERS  
177 Surrey Road  
BLACKBURN VIC 3130**

**SM:22010046**

**Telephone: 8877 6888  
Email: [smorgan@mahons.com.au](mailto:smorgan@mahons.com.au)**

# CONTRACT OF SALE OF REAL ESTATE

**Property Address: 14 Vantage Point Boulevard, Doreen**

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; and
- General conditions;
- In that order of priority.

## Signing of this Contract

**WARNING: This is a legally binding Agreement. You should read this Contract before signing it.**

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of contract and 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.

The authority of a person signing:

- under power of attorney; or
  - as director of a corporation; or
  - as agent authorised in writing by one of the parties
- must be noted beneath the signature.

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

## Important Notice to Purchaser

### **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 mainly for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used mainly for farming; or
- you and the vendor previously signed a similar contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

### **Important Notice to Purchasers of 'OFF THE PLAN' properties**

This information is provided to the Purchaser under section 9AA(1A) of the *Sale of Land Act 1962*

1. The Purchaser may negotiate with the Vendor about the amount of deposit moneys payable under this Contract, up to 10 per cent of the Purchaser Price.
2. A substantial period of time may elapse between the day on which the Purchaser signs the Contract for Sale and the day on which the Purchaser becomes the registered proprietor of the lot.
3. The value of the lot may change between the day on which the Purchaser signs the Contract for Sale of the lot and the day on which the Purchaser becomes the registered proprietor.

**Signed by the Purchaser/s** ..... on ...../...../2021

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 business days if none specified).

**Signed by the Vendors** x.....x..... on ...../...../2021

Print names of person signing Bradley John O'Hara Shane Patrick O'Hara

State nature of authority if applicable: DIRECTORS

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

## PARTICULARS OF SALE

VENDOR'S  
ESTATE AGENT

**DOUBLEDAY REAL ESTATE**  
of 22 Normanby Rd, Kew VIC 3101  
Tel: 0418 523 828  
admin@doubledayrealestate.com.au

VENDOR'S  
LAWYER

**MAHONS LAWYERS**  
of 177 Surrey Road, Blackburn, 3130  
Tel: 8877 6888 Fax: 8877 6899  
Ref: SM:2210046  
Email: smorgan@mahons.com.au

PURCHASER'S LEGAL  
PRACTITIONER OR  
CONVEYANCER:

VENDOR:

MILKEN MANAGEMENT PTY LTD  
(A.C.N. 097 350 902)

PURCHASER/S:

LAND:

the whole of the land described in Certificate of Title  
Volume 10954 Folio 765

PROPERTY:  
ADDRESS

the land together with any improvements & fixtures known  
as 14 Vantage Point Boulevard, Doreen

GOODS:

all fixed floor coverings, electric light fittings and window  
furnishings as inspected by the Purchaser on the day of sale.

PRICE:

\$

DEPOSIT:

\$

payable on signing

BALANCE:

\$

payable at settlement

GST:

(refer to general condition 13)

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

SETTLEMENT: is due on  
or earlier by mutual agreement.

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.

ENCUMBRANCES: This sale is NOT subject to an existing mortgage unless the words “**subject to existing mortgage**” appear in this box:

SPECIAL  
CONDITIONS: This contract does not include any special conditions unless the words “**special conditions**” appear in this box:

## **SPECIAL CONDITIONS**

### **1. Interpretation and Construction**

- (a) In these Conditions unless the context otherwise requires:
  - “**General Conditions**” means the annexed General Conditions incorporated into and forming part of this Contract;
  - “**SLA**” means the Sale of Land Act 1962 as amended;
  - “**the Vendor’s Statement**” means a written statement of the Vendor pursuant to Section 32 (1) of the SLA;
- (b) **Headings**  
Headings are inserted for convenience and do not affect the interpretation of this Contract.
- (c) **References to statutes**  
A reference to a statute, ordinance, code or other law includes any regulation and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the date of this Contract.
- (d) **Joint and several obligations**  
An obligation of two or more parties binds them jointly and each of them severally.
- (e) **Reading down**  
A provision of this Contract which is void, unenforceable or illegal must be read down to the extent required to give the provision legal effect.
- (f) **Waiver**  
A right of a party under this Contract may only be waived in writing by that party.
- (g) **No merger**  
Any provision of this Contract capable of having effect after the Settlement Date do not merge on the transfer of the Land and continue to have full force and effect.

### **2. Purchaser’s Acknowledgments**

The Purchaser acknowledges that:

- (a) prior to signing this Contract, the Purchaser received a signed Vendor’s Statement;
- (b) the only information, representations and warranties (if any) by the Vendor, the Vendor’s Agent or the Vendor’s Lawyer relied upon by the Purchaser are those expressly contained in this Contract;
- (c) this Contract constitutes the entire agreement between the parties for the sale and purchase of the Property;
- (d) the Purchaser has inspected the Property and the improvements (including, where appropriate, inspections by tradespersons or consultants) erected upon it and is satisfied as to the condition of the property and the improvements as at the date of the Contract.

- (e) The Purchaser must provide copies of all certificates and other information used to calculate adjustments if requested by the Vendor.

### 3. **Default, Interest, Costs**

3.1 If the Purchaser defaults in any of the terms and conditions of this Contract, and the Vendor serves on the Purchaser any notice pursuant to the provisions of this Contract relating to that default ("**the notice**"), the Purchaser does not cure that default until:

- (a) the remedy by the Purchaser of the relevant default or, if the default is incapable of remedy, full and proper compensation is paid to the Vendor in satisfaction of all loss and damage suffered by the Vendor; and
- (b) the Purchaser pays all expenses incurred by the Vendor as a result of the default including, without limitation:
  - (i) legal costs on a Practitioner client basis and disbursements incurred in drawing and giving the notice;
  - (ii) all costs, charges, expenses and damages which are incurred or suffered by the Vendor arising from any default in payment of the money overdue or from any other breach or failure by the Purchaser to observe any of the terms and conditions of this Contract; and
  - (iii) all additional costs incurred by the Vendor including, without limitation, accommodation expenses, interest on any existing mortgage registered over the property, discount on bills and borrowing expenses in relation to this Property or any other property (including the costs on bridging finance) now or later purchased by the Vendor in anticipation of or reliance upon this Contract; and
- (c) the Purchaser pays interest calculated in accordance with Special Condition 3.2.

3.2 If the Purchaser defaults in payment of any money under this Contract ("**the money overdue**") the Purchaser must pay to the Vendor interest upon the money overdue during the period of default at a rate six per cent higher than that fixed under section 2 of the Penalty Interest Rates Act 1983, without prejudice to any other rights of the Vendor.

### 4. **Company Purchaser**

If the Purchaser is or includes a company, the company simultaneously with the execution of this Contract must procure the execution of the Guarantee annexed to this Contract by:

- (a) two directors of the Purchaser company; or
- (b) one director and the company secretary; or
- (c) one director of a sole director company; or
- (d) with the written consent of the Vendor, it's shareholder or shareholders.

### 5. **Nominated Purchaser**

5.1 The Purchaser may not nominate a substitute or additional Purchaser pursuant to General Condition 18 ("**the Nominated Purchaser**") unless it has delivered to the Vendor at least 14 days before the Settlement Date:

- (a) an executed form of nomination;
- (b) if the Nominated purchaser is a company, an executed Guarantee in accordance with Special Condition 4.

5.2 Upon the nomination of the Nominated Purchaser:

- (a) all moneys previously paid by the Purchaser under this Contract are deemed to have been paid by the Nominated Purchaser; and
- (b) the Substitute Purchaser is deemed to have accepted title.

5.3 It is acknowledged that the original Purchaser will remain personally liable for completion of the Contract notwithstanding any nomination made.

## 6. **Stamp duty: Purchasers buying unequal interests**

- 6.1 If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- 6.2 If the proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 6.3 The Purchasers fully indemnify the Vendor, the Vendor's Agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- 6.4 This Condition shall not merge on completion.

## 7. **Changes to General Conditions**

General Condition 2.1 is amended by insertion of the word "former" before the words Estate Agents (Contracts) Regulation 2008.

General conditions 8, 11.6, & 24.4-24.6 do not apply.

General condition 12.4 is added:

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title.

General condition 14 is replaced with the following:

The Contract is subject to the lender approving the loan on the security of the property by the approval date in the particulars of sale or any later date in accordance with this general condition.

The approval date is extended to any later date requested by the Purchaser in writing provided that the Purchaser makes that request before the approval date in the particulars of sale.

The Vendor may reject the Purchaser's request for an extended approval date in writing at any time after receipt of the Purchaser's written request, in which case the approval date is the later of the approval date in the particulars of sale or 2 business days after the Purchaser receives the Vendor's rejection.

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 on the Vendor within 2 clear days of the approval date; and
- (d) provides the vendor's solicitor with information reasonably required by the vendor's solicitor so as to enable the Vendors to confirm that the loan has been applied for and refused and to show that the purchaser has done everything required to obtain the loan (as detailed above).
- (e) is not in default under any condition of this Contract when the notice is given;

All money must be immediately refunded to the purchaser if the contract is ended in accordance with this Condition.

General condition 17 is replaced with the following:

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

A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the Contract if the loan is not approved) may be served on the Vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

A document is sufficiently served if served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

Any document sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;



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

## **8. Foreign Resident Capital Gains Withholding**

This Special Condition applies to contracts entered into on or after 1 July 2016.

- 8.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 8.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchase a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 8.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 8.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 8.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 8.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition;
- Despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 8.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:

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

- 8.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 8.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 8.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## **9. Payment by EFT**

- 9.1 Subject to general condition 11.3, the Purchaser may pay the deposit or any part of it by way of electronic funds transfer to the Vendor's estate agent, legal practitioner or conveyancer as soon as practicable after signing of this Contract.
- 9.2 The Purchaser must notify the Vendor's estate agent, legal practitioner or conveyancer in writing of sufficient particulars to readily identify the relevant conveyancing transaction and the reference details recorded against the money electronically transferred or the transaction number, before or as soon as the money has been remitted to the Purchaser's financial institution for transfer to the intended recipient. The Purchaser must provide reasonable evidence of the electronic remittance to the financial institution if requested by the intended recipient.
- 9.3 Payment is made when cleared funds are received in the intended recipient's bank account.
- 9.4 Each party must do everything reasonably necessary to assist the other party trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

## **10. Electronic conveyancing**

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law*

- 10.1 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*.
- 10.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically,
- 10.3 Each party must:
  - (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,

- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*
- 10.4 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.
- 10.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 10.6 Settlement occurs when the workspace records that:
  - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 10.7 The parties must do everything reasonably necessary to effect settlement:
  - (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible — if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 10.8 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.
- 10.9 The vendor must before settlement:
  - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
  - (d) 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.
- 10.10 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.

## **11. GST Withholding**

- 11.1 In this special condition, section references are to Schedule 1 of the Taxation Administration Act 1953 (Cwth) as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cwth) and asterisked terms have the same meanings as when used in that schedule.
- 11.2 If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least seven days before settlement.
- 11.3 If section 14-250 requires the recipient of supply to withhold an amount ('withholding sum') from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must:
- (a) complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum and
  - (b) at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum or
  - (c) on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner.
  - (d) The purchaser must provide the vendor with evidence of payment of the withholding sum as soon as practicable after payment (unless the purchaser has complied with subparagraph (b) hereof or settlement has occurred using an electronic lodgement network operator).
- 11.4 If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.
- 11.5 An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.
- 11.6. Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.
- 11.7 In this special condition, 'settlement' means the time when the first \*consideration for the \*supply (other than consideration provided as a deposit) is first provided.

## GUARANTEE AND INDEMNITY

To: The Vendor (as named in the Contract to which this document is attached)  
("the Contract")

I/We,  
of

("the Guarantor"), **IN CONSIDERATION** of the Vendor, at the Guarantor's request, having agreed to sell the Property and the Chattels (if any) to the Purchaser, for the Price and other terms as contained in the Contract;

1. **GUARANTEES** to the Vendor (if there is more than one Guarantor, jointly and severally) the due and punctual performance and observance by the Purchaser of all the covenants and conditions contained in the Contract including the payment of the Price, interest and other moneys; and
2. **AGREES:**
  - 2.1 to indemnify and keep indemnified the Vendor (including the Vendor's assigns, as the Vendor may assign the benefit of this Guarantee) against all loss, costs, charges and expenses which the Vendor may incur as a result of any default by the Purchaser or of any failure of the Contract;
  - 2.2 the liability of the Guarantor is not conditional upon the making or serving of any notice or demand upon the Guarantor or the Purchaser;
  - 2.3 The proper law and jurisdiction is that of the State of Victoria;
  - 2.4 The giving of any notice under the Guarantee and Indemnity may be made in any mode of service permitted under the Contract; and
3. **DECLARES** that this Guarantee and Indemnity:
  - 3.1 is a continuing guarantee and indemnity;
  - 3.2 will not be determined by the death of the Guarantor;
  - 3.3 will not be affected, cease or be exonerated by:
    - (a) any neglect of the Vendor to enforce any remedy in respect of any breach of the covenants and conditions of the Contract;
    - (b) any time or other indulgence given to the Purchaser by the Vendor;
    - (c) the invalidity or unenforceability of the whole or part of the Contract;
    - (d) any other thing which under the law relating to sureties would, other than for this clause, release the Guarantor from this guarantee;
  - 3.4 binds all persons executing it (and their personal representatives and successors), even though:
    - (a) any other person who intended to give the guarantee fails or refuses to do so;  
or
    - (b) any of the guarantors lacks capacity;
  - 3.5 has not been induced by any promise or representation made or given by the Vendor or its agent; and
  - 3.6 Enures for the benefit of the Vendor and the Vendor's successors and assignees.

DATED the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

### **SIGNED SEALED AND DELIVERED**

by the Guarantors in the  
presence of

CONTRACT OF SALE OF REAL ESTATE  
Estate Agents (Contracts) Regulations 2008

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:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.
- 3. Identity of the land**
- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.
- 4. Services**
- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 5. Consents**
- The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 6. Transfer**
- The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. 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 any 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 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 vendors 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 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 or 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) cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

## 12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts do 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 a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that 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 adjustment 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 any party, whether the expression 'give' or 'serve' or any other expression is used.

#### **18. Nominee**

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

**19. Liability of signatory**

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

**20. Guarantee**

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

**21. Notices**

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

**22. Inspection**

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

**23. Terms contract**

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of 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 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.

# MAHONS LAWYERS

## VENDORS STATEMENT

A statement pursuant to Section 32 of the  
Sale of Land Act 1962 ("the Act")

Vendor: MILKEN MANAGEMENT PTY LTD  
(A.C.N. 097 350 902)

Property: 14 Vantage Point Boulevard, Doreen

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.

### 1 FINANCIAL MATTERS

(1.1) Information concerning any **rates, taxes, charges or other similar outgoings** (and any interest on them) are as follows-

- (a) Their total does not exceed \$5,500.00
- (b) Are contained in the attached certificates
- (c) Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

**None to the Vendors knowledge**

(1.2) The **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 are as follows:-

Except for the Statutory Charges referred to in Item 1 hereof, none to the Vendor's knowledge.

### 2 INSURANCE

(2.1) **Damage and Destruction**

Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -

**Not Applicable**

(2.2) **Owner Builder**

Where there is a residence on the land which was constructed by an owner builder within the preceding six years, and section 137B of the Building Act 1993 applies, particulars of the required insurance are as follows:-

**Not Applicable** - No such Insurance has been effected to the Vendors knowledge.

3. LAND USE

**(3.1) Easements, Covenants or other similar restrictions**

- (a) Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-
- Easements affecting the land are as set out in the attached copy of title.
  - Covenants affecting the land are as set out in the attached copy of title.
  - Other restrictions affecting the land (if any) are as attached.
- (b) • Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

**To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land.**

*The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.*

**(3.2) Road Access**

There is access to the Property by Road.

**(3.3) Bushfire**

This land is not in a designated bushfire prone area under Section 192A of the Building Act 1993.

*The Purchaser should make their own enquiries in relation to any applicable bushfire protection standards for building works in designated bushfire prone areas as required by the Building Regulations 2006 through application of the Building Code of Australia*

**(3.4) Planning Scheme**

Attached is a certificate with the required specified information

4. NOTICES

**(4.1) Notice Order Declaration Report of 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 of which the Vendor might reasonably be expected to have knowledge:-

**No such Notice has been issued to the Vendors knowledge other than as may be detailed in the certificate attached**

*The Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been 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:

**None to the Vendors knowledge**

**(4.3) Compulsory Acquisition**

Particulars of any Notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act, 1986 are as follows:

**None to the Vendors knowledge**



5 BUILDING PERMITS

Particulars of any Building Permit issued under the Building Act 1993 in the preceding seven years (required only where there is a residence on the land):-

**No such Building Permit has been granted to the Vendors knowledge other than as may be detailed in the certificate attached.**

6 OWNERS CORPORATION

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

**Not Applicable**

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

**(7.1) Work-in Kind Agreement**

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

- (a) \*The land is NOT to be transferred under the agreement unless the square box is marked with an "X"
- (b) \*The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X"
- (c) \*The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X"

**7.2. GAIC Recording**

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

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

**Clause 7 does not apply to this property.**

8 SERVICES

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

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

9 TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958 a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

10 ENERGY INFORMATION DISCLOSURE

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 (C'th):

- (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 has issued in the last 2 years)

**Not applicable**

*Disclosure of this information is not required under Section 32 of the Sale of Land Act 1962 but may be included in this Vendor's Statement for convenience.*

**Date of this Statement**

	/		/	
--	---	--	---	--

**Name of the Vendor**

MILKEN MANAGEMENT PTY LTD (A.C.N. 097 350 902)
--

**Signatures of the Vendors**

X  Bradley John O'Hara (Director/Secretary)	X  Shane Patrick O'Hara (Director)
--	---

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

**Date of this acknowledgment**

	/		/	
--	---	--	---	--

**Name/s of the Purchaser/s**

--

**Signature/s of the Purchaser/s**

X
---

**Date of issue**  
12/01/2021

**Assessment No.**  
609511

**Certificate No.**  
129435

**Your reference**  
65997782;100779251

SAI Global Property Division Pty Ltd  
PO Box 447  
SOUTH MELBOURNE VIC 3205

## Land information certificate for the rating year ending 30 June 2021

Section 229 Local Government Act 1989

**Property location:** 14 Vantage Point Boulevard DOREEN 3754  
**Description:** LOT: 162 PS: 534905X

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2020	1 July 2020	\$660,000	\$365,000	\$33,000

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

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

Rates and charges were declared with effect from 1 July 2020 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 29 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 07/07/2020	\$1,697.62
Garden waste bin charge levied on 07/07/2020	\$77.00
State CFA fixed charge Residential levied on 07/07/2020	\$113.00
State CFA levy Residential levied on 07/07/2020	\$35.64
Waste Service Charge (Res/Rural) levied on 07/07/2020	\$112.70
Arrears to 30/06/2020	-\$494.30
Interest to 12/01/2021	\$0.00
Other adjustments	-\$0.01
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	-\$523.65
<b>Balance of rates &amp; charges due:</b>	<b>\$1,018.00</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$1,018.00</b>
--	-------------------

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2288.

**Council Offices**  
25 Ferris Boulevard  
South Murrumbidgee VIC 3752  
  
Locked Bag 1  
Bundarra MDC VIC 3083

**Tel** 03 9217 2170  
**Fax** 03 9217 2111  
**TTY** 133 677 (ask for 9217 2170)  
**Email** [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)  
[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

**Free telephone Interpreter Service**

عربي	9679 9871	Hrvatski	9679 9872
فارسی	9679 9857	Ελληνικό	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

ABN 77 431 091 058

## 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* 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:

In accordance with section 175 (1) of the *Local Government Act* 1989, 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:



Certificate prepared by



Authorising Officer

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

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

---

Payment can be made using these options.



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 609511



Phone 1300 301 185  
Ref 609511



Biller Code **5157**  
Ref 609511



# Property Clearance Certificate

## Taxation Administration Act 1997



MAHONS WITH YUNCKEN & YUNCKEN VIA SAI GLOBAL  
PROPERTY  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

**Your Reference:** 65997782:100779252

**Certificate No:** 40997566

**Issue Date:** 12 JAN 2021

**Enquiries:** ESYSPROD

**Land Address:** 14 VANTAGE POINT BOULEVARD DOREEN VIC 3754

Land Id	Lot	Plan	Volume	Folio	Tax Payable
34081072	162	534905	10954	765	\$1,586.09

**Vendor:** MILKEN MANAGEMENT PTY LTD

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MILKEN MANAGEMENT PTY LTD	2021	\$365,000	\$1,586.09	\$0.00	\$1,586.09

**Comments:** Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	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 IMP VALUE:** \$660,000

**SITE VALUE:** \$365,000

**AMOUNT PAYABLE:** \$1,586.09

# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 40997566

---

## Power to issue Certificate

1. The Commissioner of State Revenue can 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. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. 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.

## General information

6. 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.
7. 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 = \$505.00

Taxable Value = \$365,000

Calculated as \$275 plus ( \$365,000 - \$250,000) multiplied by 0.200 cents.

---

## Property Clearance Certificate - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 40997566

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 40997566

**Visa or Mastercard**

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

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



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

Mahons with Yuncken & Yuncken via SAI Global Prope  
SAIGPROPERTY  
certificates@property.saiglobal.com

## RATES CERTIFICATE

Account No: 4997930000  
Rate Certificate No: 30572901

Date of Issue: 12/01/2021  
Your Ref: SWM:2210046

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
14 VANTAGE POINT BVD, DOREEN VIC 3754	162\PS534905	1637820	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2021 to 31-03-2021	\$19.26	\$19.26
Residential Water Usage Charge Estimated Average Daily Usage \$0.00	07-08-2020 to 05-11-2020	\$0.00	\$0.00
Residential Sewer Service Charge	01-01-2021 to 31-03-2021	\$113.00	\$113.00
Residential Sewer Usage Charge Estimated Average Daily Usage \$0.00	07-08-2020 to 05-11-2020	\$0.00	\$0.00
Parks Fee	01-07-2020 to 30-06-2021	\$79.02	\$0.00
Drainage Fee	01-01-2021 to 31-03-2021	\$25.72	\$25.72

### Other Charges:

Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$157.98
	<b>Total Due</b>		\$157.98

### IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

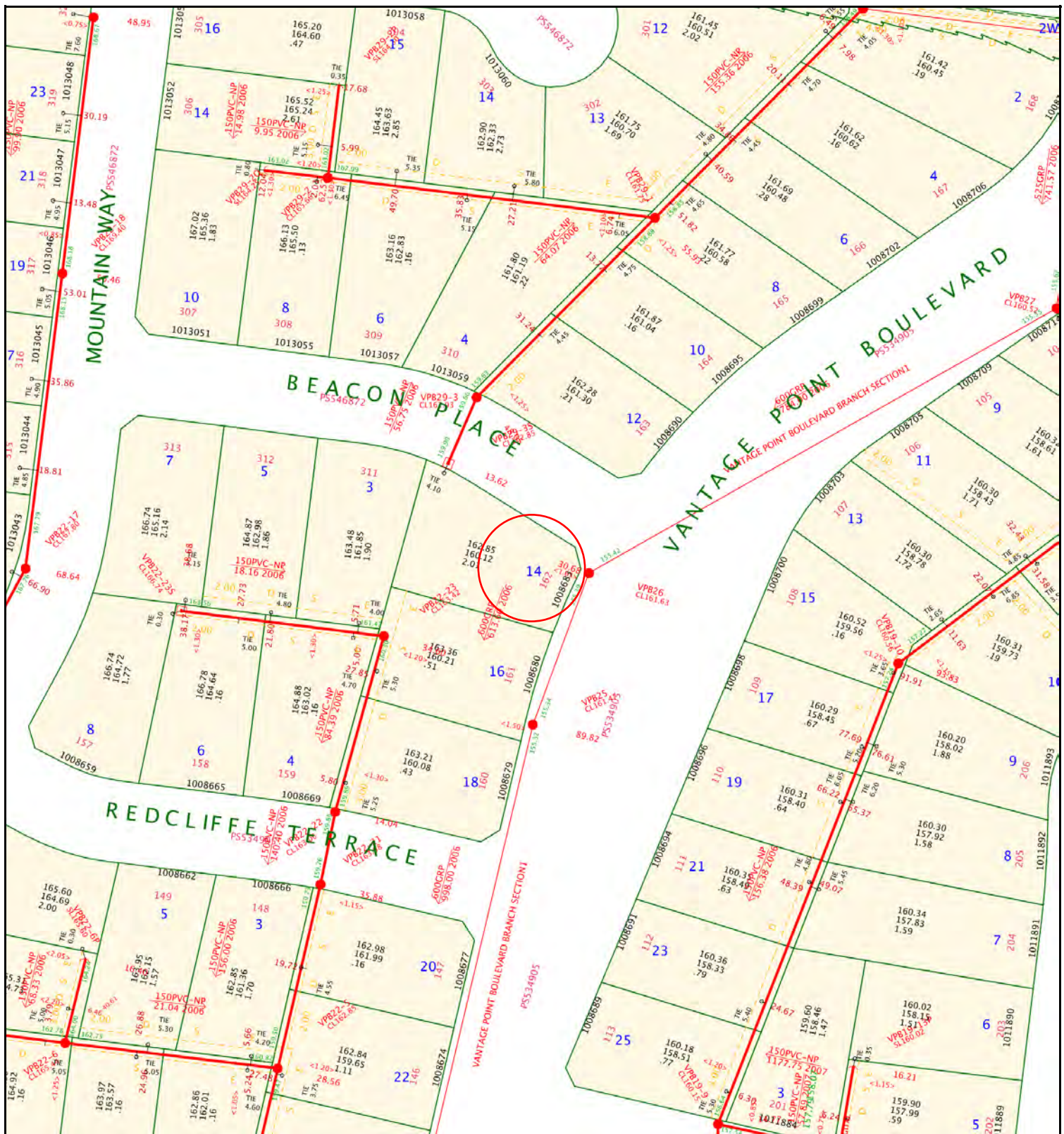
**We have changed our BPAY biller code. Please refer to the payment options and update your bank details.**

GENERAL MANAGER  
RETAIL SERVICES

### Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also 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.





**Yarra Valley Water  
Information Statement  
Number: 30572901**

<b>Address</b>	14 VANTAGE POINT BOULEVARD DOREEN 3754
<b>Date</b>	12/01/2021
<b>Scale</b>	1:1000



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		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;



3. 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.
4. 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.
5. 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.
6. 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.
7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

## Yarra Valley Water Property Information Statement

Property Address	14 VANTAGE POINT BOULEVARD DOREEN 3754
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

Existing sewer mains will be shown on the Asset Plan.

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

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

### **Melbourne Water Encumbrance**

Property Address	14 VANTAGE POINT BOULEVARD DOREEN 3754
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING ENCUMBRANCES RELATE 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.

## Roads Certificate



### PROPERTY DETAILS

Property Address: 14 Vantage Point Boulevard DOREEN VIC 3754

Title Particulars: Vol 10954 Fol 765

Vendor: MILKEN MANAGEMENT PTY LTD

Purchaser: N/A

Certificate No: 65997782

Date: 12/01/2021

Matter Ref: SWM:2210046

Client: Mahons with Yuncken & Yuncken



### MUNICIPALITY

WHITTLESEA



### ADVICE OF APPROVED VICROADS PROPOSALS

VICROADS HAS NO APPROVED PROPOSAL 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.

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Disclaimer: Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.

# Property Report

from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 16 February 2021 09:36 AM

**Address:** 14 VANTAGE POINT BOULEVARD DOREEN 3754

**Lot and Plan Number:** Lot 162 PS534905

**Standard Parcel Identifier (SPI):** 162\PS534905

**Local Government (Council):** WHITTLESEA **Council Property Number:** 609511

**Directory Reference:** Melway 391 A11

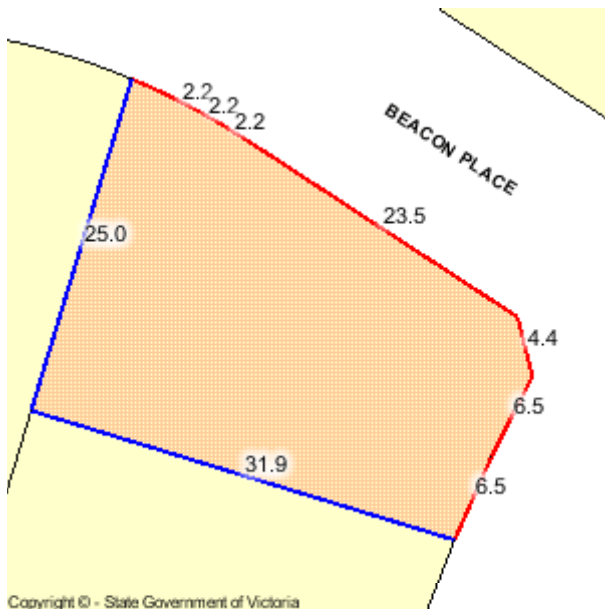
**This property is not in a designated bushfire prone area.**

**No special bushfire construction requirements apply. Planning provisions may apply.**

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

## Site Dimensions

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



**Area:** 689 sq. m

**Perimeter:** 107 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.

3 dimensions shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## State Electorates

**Legislative Council:** NORTHERN VICTORIA

**Legislative Assembly:** YAN YEAN

## Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** Yarra Valley Water

**Melbourne Water:** inside drainage boundary

**Power Distributor:** AUSNET (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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## Planning Zone Summary

- Planning Zone:** [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)  
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)
- Planning Overlays:** [DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)  
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6 \(DCPO6\)](#)  
[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)  
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 \(DPO5\)](#)  
[INCORPORATED PLAN OVERLAY \(IPO\)](#)  
[INCORPORATED PLAN OVERLAY - SCHEDULE 1 \(IPO1\)](#)  
[VEGETATION PROTECTION OVERLAY \(VPO\)](#)  
[VEGETATION PROTECTION OVERLAY - SCHEDULE 1 \(VPO1\)](#)

Planning scheme data last updated on 10 February 2021.

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 [Planning Schemes Online](#)

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 affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

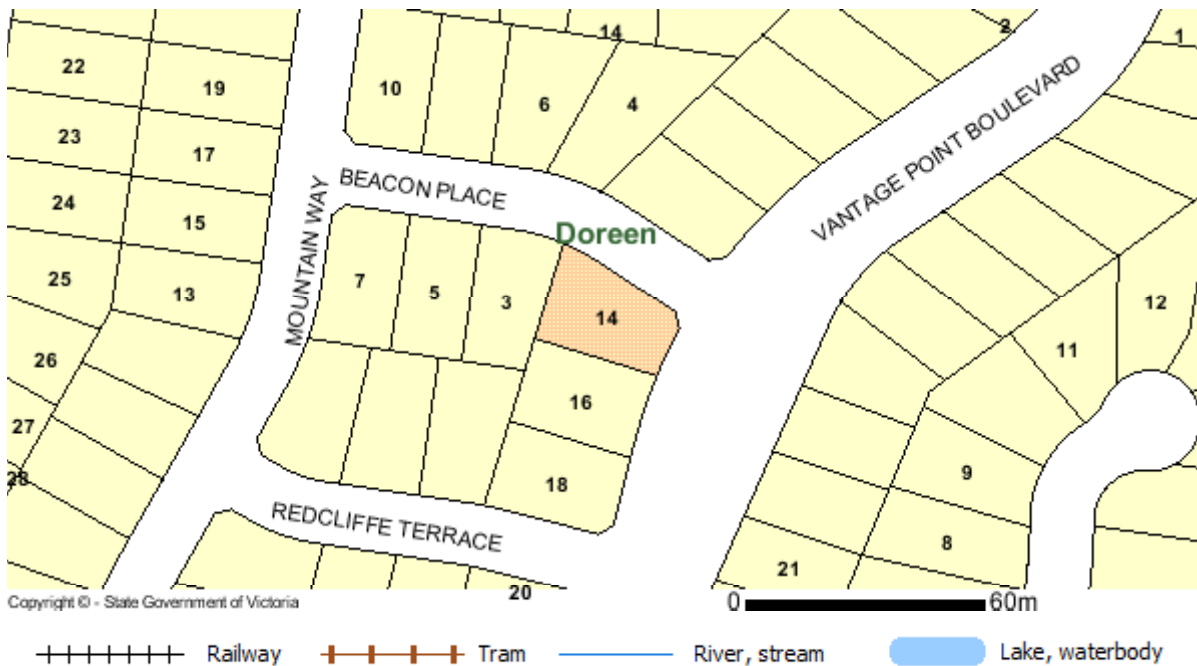
The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

## Area Map



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## Planning Certificate

### PROPERTY DETAILS

Property Address: 14 Vantage Point Boulevard DOREEN VIC 3754

Title Particulars: Vol 10954 Fol 765

Vendor: MILKEN MANAGEMENT PTY LTD

Purchaser: N/A

Certificate No: 65997782

Date: 12/01/2021

Matter Ref: SWM:2210046

Client: Mahons with Yuncken & Yuncken

### MUNICIPALITY

WHITTLESEA

### PLANNING SCHEME

WHITTLESEA PLANNING SCHEME

### RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

WHITTLESEA CITY COUNCIL

### ZONE

GENERAL RESIDENTIAL ZONE - SCHEDULE 1

### ABUTTAL TO A ROAD ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE

### OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: NOT APPLICABLE

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6

DEVELOPMENT PLAN OVERLAY: DEVELOPMENT PLAN OVERLAY - SCHEDULE 5

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: NOT APPLICABLE

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: VEGETATION PROTECTION OVERLAY - SCHEDULE 1

OTHER OVERLAYS: INCORPORATED PLAN OVERLAY - SCHEDULE 1

### PROPOSED PLANNING SCHEME AMENDMENTS

NOT APPLICABLE

### ADDITIONAL INFORMATION

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58; PART OF THE SUBJECT PROPERTY ABUTS SPECIFIC CONTROLS OVERLAY - SCHEDULE 9

 **PLANNING ZONE MAP**



**ZONING**  
 GENERAL RESIDENTIAL ZONE - SCHEDULE 1

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.

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Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.



Enquiries: 9217 2259

Your Ref: 65997782

15 February 2021

SAI Global

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION  
14 (Lot 162) Vantage Point Boulevard, Doreen**

Further to your application for property information for the above address I write to advise the following:

**Regulation 51 1 (a)\***

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
--------------------	-------------	----------------------------	--------------------------------------

In the last 10 years no building permits were issued.

**Regulation 51 1 (b) (c)**

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations .....	<b>Not Applicable</b>
Details of any current notice or order issued by the relevant building surveyor under the Act .....	<b>No</b>

*Please refer attached details where applicable.*

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building Services on 9217 2259 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

Yours sincerely



**LEO PARENTE  
MUNICIPAL BUILDING SURVEYOR**

Register Search Statement - Volume 10954 Folio 765

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

VOLUME 10954 FOLIO 765

Security no : 124087468639V  
Produced 11/01/2021 11:55 AM

LAND DESCRIPTION

Lot 162 on Plan of Subdivision 534905X.  
PARENT TITLE Volume 10517 Folio 859  
Created by instrument PS534905X 05/07/2006

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
MILKEN MANAGEMENT PTY LTD of SUITE 9 96 CAMBERWELL ROAD HAWTHORN EAST VIC  
3123  
AH176095T 22/04/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM643548L 21/03/2016  
CITIGROUP PTY LTD

COVENANT PS534905X 05/07/2006

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AE427673J 21/06/2006

DIAGRAM LOCATION

SEE PS534905X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

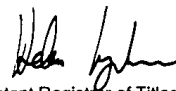

-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: 14 VANTAGE POINT BOULEVARD DOREEN VIC 3754

DOCUMENT END

**The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 11/01/2021, for Order Number 65979446. Your reference: SWM:2210046.**

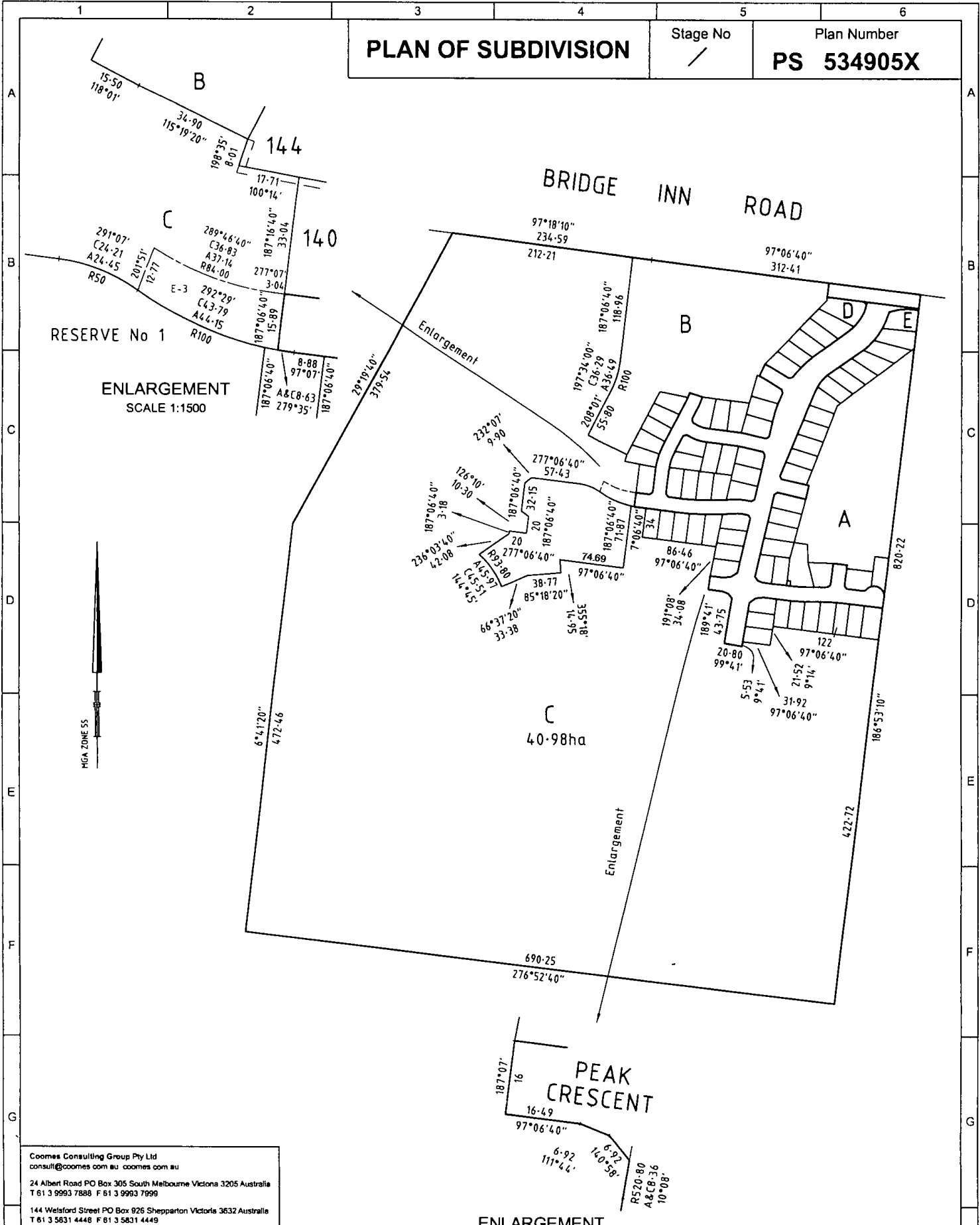
<b>PLAN OF SUBDIVISION</b>	Stage No. /	LR use only <b>EDITION 2</b>	Plan Number <b>PS 534905X</b>		
Location of Land Parish: MORANG Township: - Section: - Crown Allotment: 20A Crown Portion: - Title References C/T VOL 10517 FOL 859 Last Plan Reference: LOT 1 ON PS 422663V  Postal Address: 690 BRIDGE INN ROAD (At time of subdivision) DOREEN 3754  MGA Co-ordinates: E 333 300 (Of approx. centre of plan) N 5 836 200 Zone 55	Council Certification and Endorsement  Council Name: CITY OF WHITTLESEA Ref: 605848  <del>1. This Plan is certified under Section 6 of the Subdivision Act 1988.</del> 2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 <u>14.1.2005</u>  <del>3. This is a statement of compliance issued under section 24 of the Subdivision Act 1988.</del> OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has <del>been</del> not been made. (ii) (iii) The requirement has been satisfied.  The requirement is to be satisfied in <del>Stage</del>  <del>Council delegate</del> <del>Council seal</del> <del>Date / /</del>  Re-certified under section 11(7) of the Subdivision Act 1988.  Council delegate <del>Council seal</del> Date <u>21/4/2006</u>				
Vesting of Roads or Reserves					
Identifier	Council/Body/Person				
ROAD R-1 RESERVE No.1,2,3 & 4 RESERVE No. 5	WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL SPI Electricity Pty Ltd (ABN 91064651118)				
Notations					
Depth Limitations: 15.24 BELOW THE SURFACE	Staging: This is not a staged subdivision Planning permit No. 708945				
Survey: This plan is based on survey (To be completed where applicable)  This survey has been connected to permanent mark no(s). PM 39 & PM 74 in Proclaimed Survey Area no. -					
Easement Information			LR use only		
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			Statement of compliance/ Exemption Statement		
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	Received <input checked="" type="checkbox"/>  Date: <u>22/6/06</u>
E-1 E-1	Drainage & Sewerage Sewerage	2 2	This Plan This Plan	Land in this Plan Yarra Valley Water Limited	LR use only PLAN REGISTERED TIME 10:41 Date: <u>5/6/06</u>   Assistant Registrar of Titles.
E-2 E-2	Drainage & Sewerage Sewerage	3 3	This Plan This Plan	Land in this Plan Yarra Valley Water Limited	
E-3	Carriageway	See Diag.	This Plan	City of Whittlesea	
E-4	Drainage	2	This Plan	City of Whittlesea	
VANTAGE POINT ESTATE - STAGE 1 (66 LOTS)			AREA OF STAGE - 8.098ha	Sheet 1 of 8 Sheets	
Coomes Consulting Group Pty Ltd consult@coomes.com.au coomes.com.au  24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia T 61 3 9993 7888 F 61 3 9993 7999  144 Welsford Street PO Box 926 Shepparton Victoria 3632 Australia T 61 3 5831 4448 F 61 3 5831 4449  		LICENSED SURVEYOR (PRINT) ..... James Patrick Gleeson SIGNATURE ..... DATE <u>29/3/2006</u> REF: 151791SV00 VERSION 11 <small>FILE NAME: 151791SV00.dwg                  FILE LOCATION: F:\151791\151791-SUBDVG                  LAYOUT NAME: Sheet 1                  SAVE DATE: Wed, 19 Apr 2006 - 11:11 LAST SAVED BY</small>		DATE <u>21/4/2006</u> COUNCIL DELEGATE SIGNATURE  Original sheet size A3	

# PLAN OF SUBDIVISION

Stage No  
/

Plan Number

**PS 534905X**

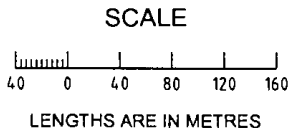


**ENLARGEMENT**  
SCALE 1:1500



**ENLARGEMENT**  
SCALE 1:750

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T 61 3 5831 4448 F 61 3 5831 4449



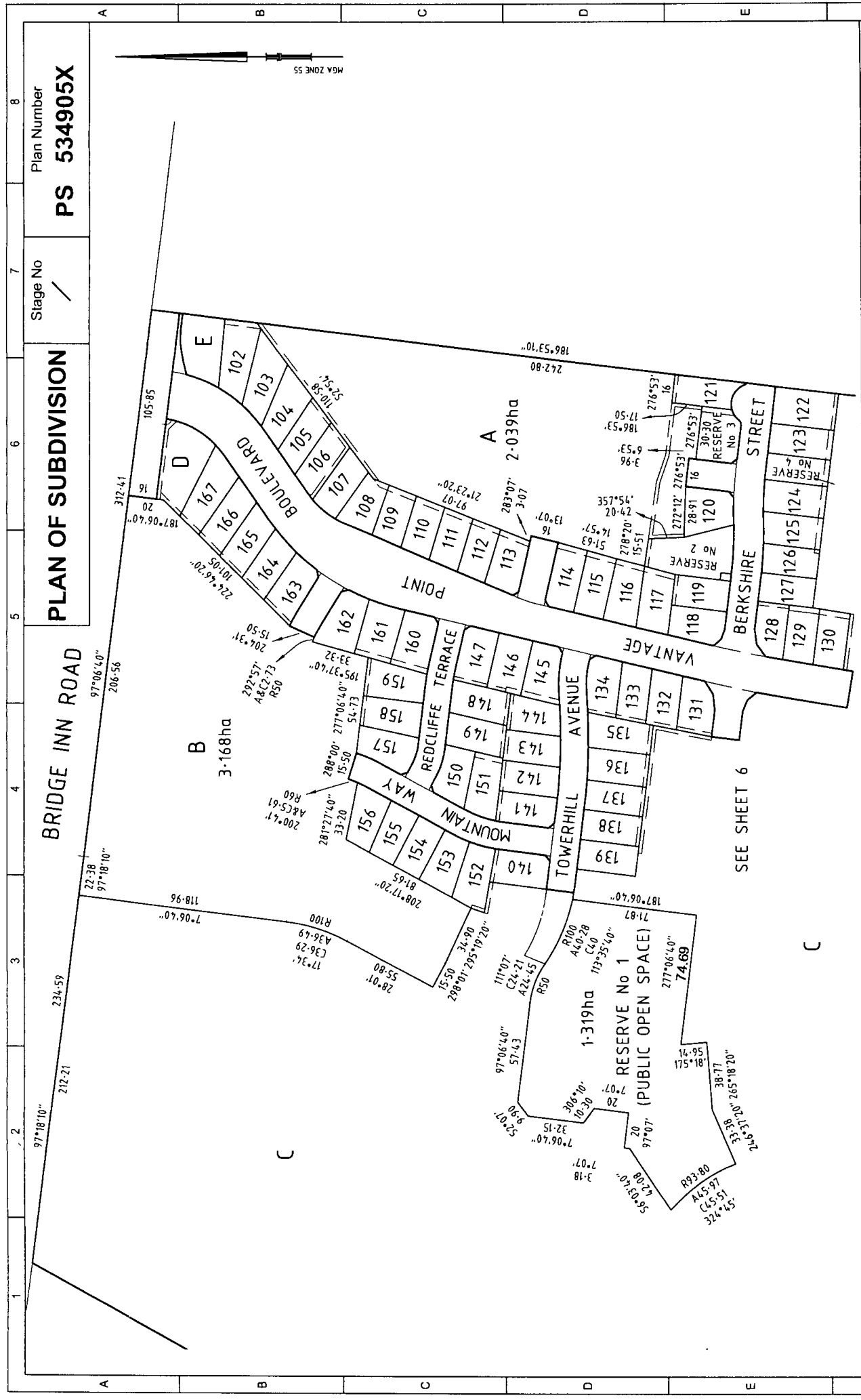
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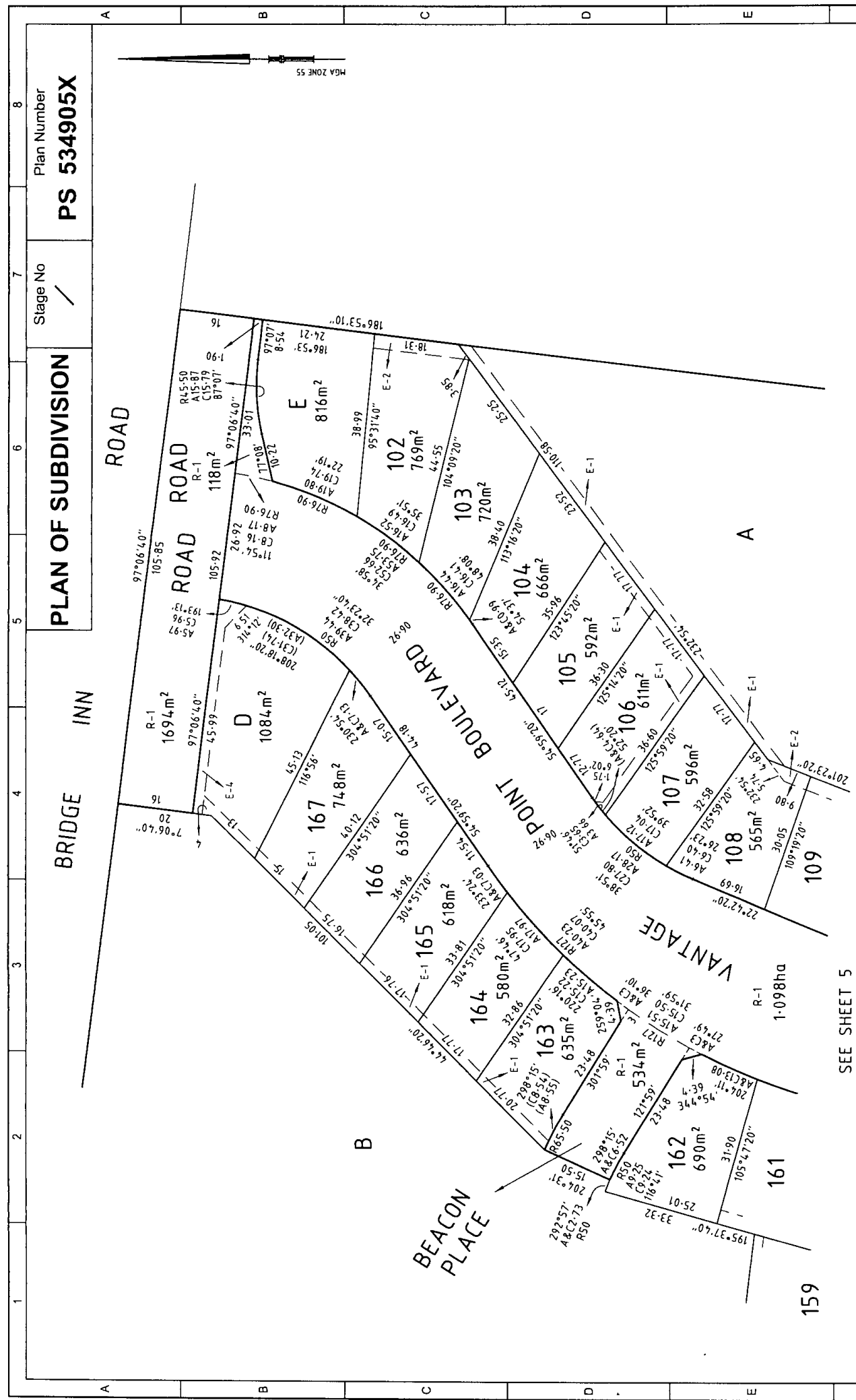
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DATE 21/4/2006  
COUNCIL DELEGATE  
SIGNATURE

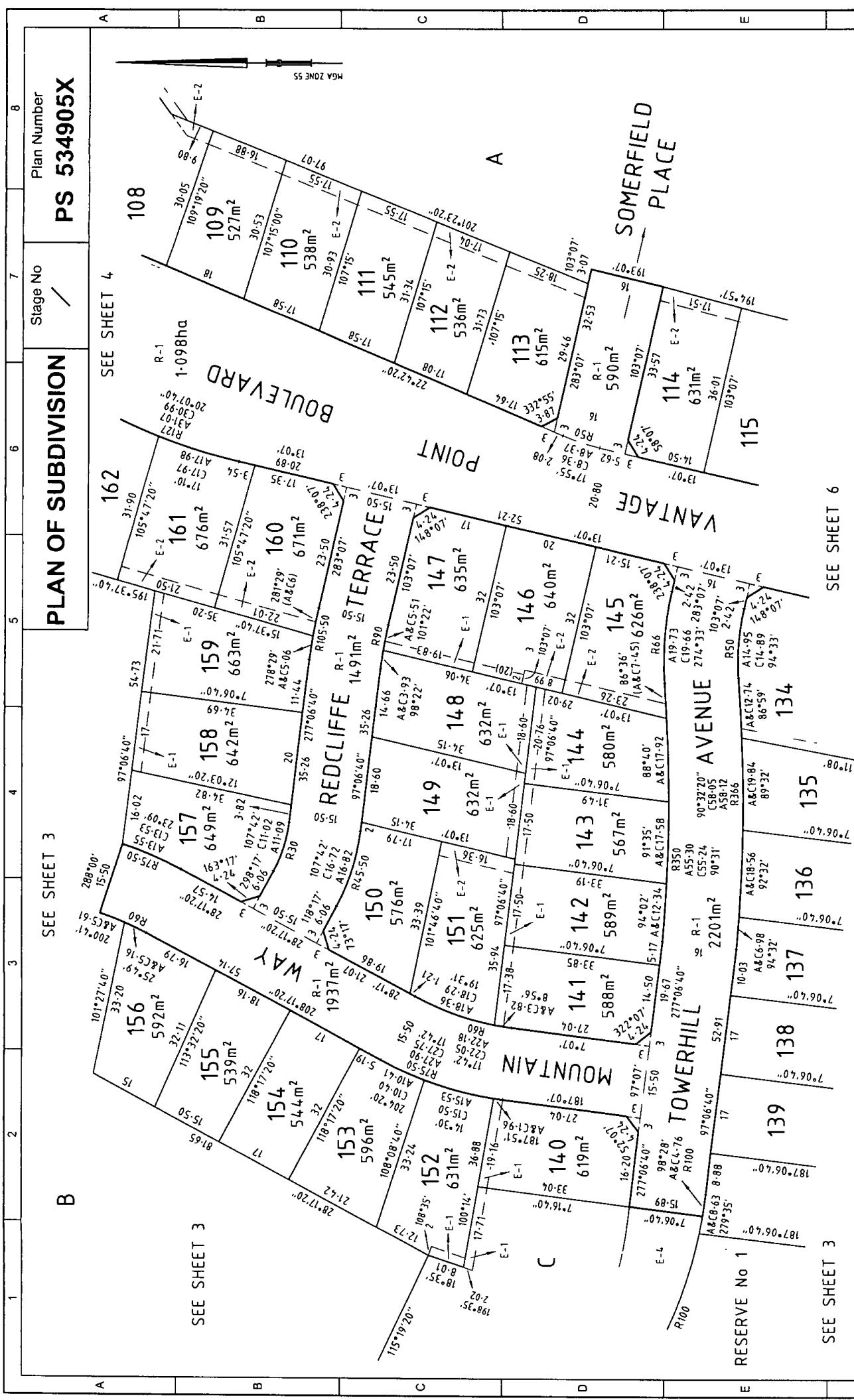
Original sheet size A3



<p>Plan Number <b>PS 534905X</b></p>	<p>Stage No /</p>	<p>Sheet 3 of 8 Sheets</p>	<p>Sheet 3 of 8 Sheets</p>
<p><b>PLAN OF SUBDIVISION</b></p>		<p>DATE <b>29/3 / 2006</b> VERSION <b>11</b></p>	
<p><b>BRIDGE INN ROAD</b></p>		<p>LICENSED SURVEYOR (PRINT) ..... James Patrick Gleeson SIGNATURE .....</p>	
<p>SECTION A: 2.039ha</p>		<p>REF: 151791SV00 FILE NAME: 151791SV00.dwg FILE LOCATION: F:\151791\151791-SUBDIVG LAYOUT NAME: Sheet 3.L SAVE DATE: Wed 19 Apr 2006 11:11 LAST SAVED BY</p>	
<p>SECTION B: 3.168ha</p>		<p>ORIGINAL SCALE SHEET SIZE 1:2000 A3</p>	
<p>SECTION C: 1.319ha (PUBLIC OPEN SPACE)</p>		<p>SCALE LENGTHS ARE IN METRES</p>	
<p>SEE SHEET 6</p>		<p><b>coomes consulting</b></p> <p>24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia T 61 3 9993 7888 F 61 3 9993 7999 144 Welford Street PO Box 928 Shepparton Victoria 3632 Australia T 61 3 5831 4448 F 61 3 5831 4449</p>	



<p>BRIDGE INN</p> <p>PLAN OF SUBDIVISION</p> <p>Stage No /</p> <p>Plan Number PS 534905X</p>		<p>Sheet 4 of 8 Sheets</p>	
<p>BEACON PLACE</p> <p>VANTAGE</p> <p>POINT BOULEVARD</p> <p>ROAD ROAD</p> <p>ROAD ROAD</p>		<p>LICENSED SURVEYOR (PRINT) ..... James Patrick Gleeson</p> <p>SIGNATURE .....                  DATE 29/3/2006                  VERSION 11</p>	
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<p>SEE SHEET 5</p>		<p>ORIGINAL SHEET SIZE</p> <p>1:750 A3</p>	
<p>COOMES Consulting Group Pty Ltd</p> <p>consult@coomes.com.au coomes.com.au</p> <p>24 Albert Road PO Box 306 South Melbourne Victoria 3205 Australia</p> <p>T 61 3 9893 7888 F 61 3 9933 7899</p> <p>144 Welford Street PO Box 928 Shepparton Victoria 3632 Australia</p> <p>T 61 3 5831 4448 F 61 3 5831 4449</p> <p><b>COOMES consulting</b></p>		<p>COUNCIL DELEGATE SIGNATURE</p>	



Plan Number  
**PS 534905X**

Stage No  
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**PLAN OF SUBDIVISION**

SEE SHEET 4

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SEE SHEET 3

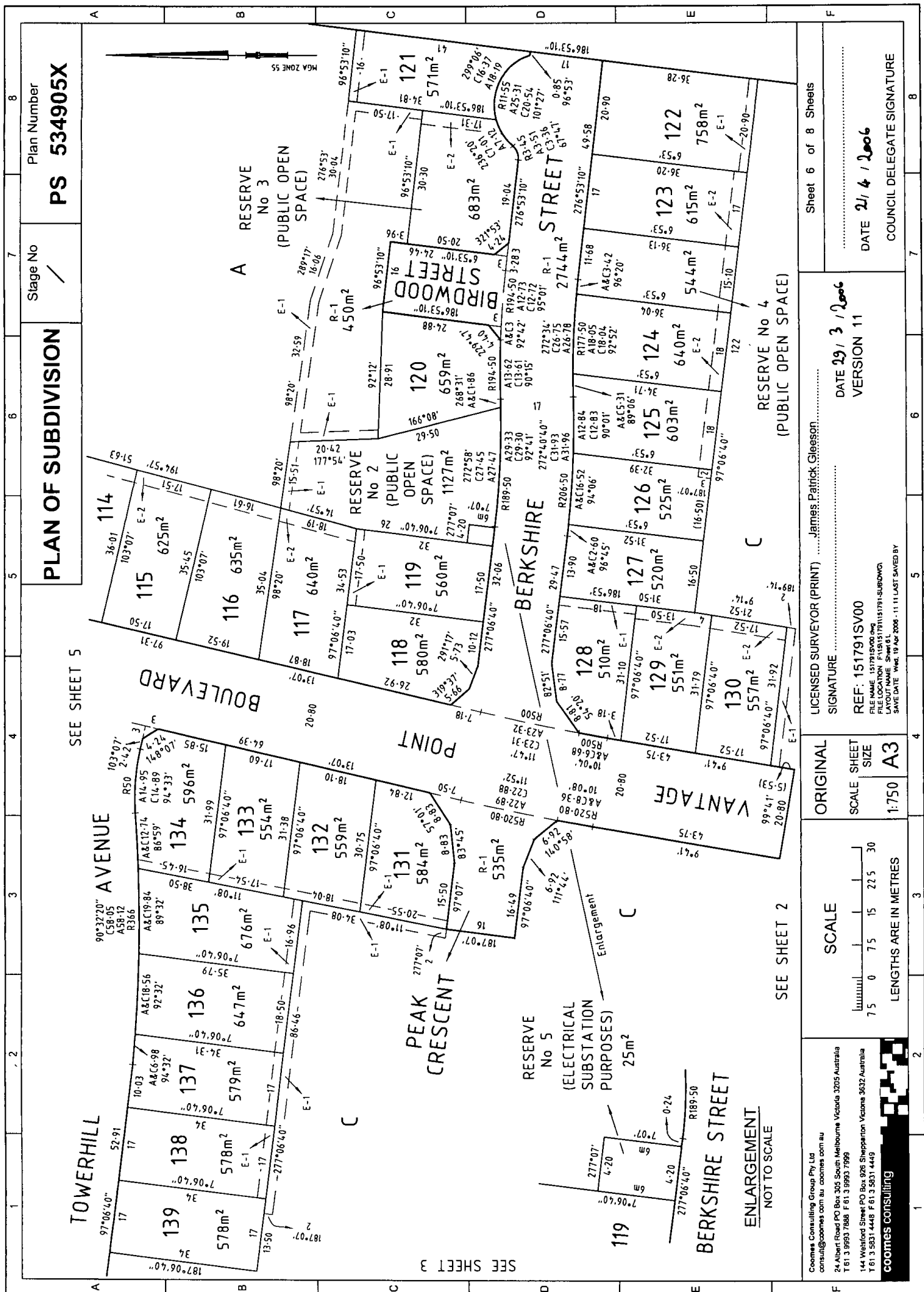
SEE SHEET 3

SEE SHEET 6

SEE SHEET 3

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144 Westford Street PO Box 926 Shepparton Victoria 3632 Australia T 61 3 9531 4448 F 61 3 9531 4449 <b>COOMES CONSULTING</b>		REF: 151791SV00 FILE NAME 151791SV00.dwg FILE LOCATION F:\151791\151791.SUBDWG SAVE DATE Wed, 19 Apr 2006 11:11 LAST SAVED BY		DATE 29 / 3 / 2006 VERSION 11	
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SIGNATURE ..... James Patrick Gleeson		SIGNATURE ..... James Patrick Gleeson		DATE 29 / 3 / 2006 VERSION 11	
COUNCIL DELEGATE SIGNATURE		COUNCIL DELEGATE SIGNATURE		DATE 29 / 3 / 2006 VERSION 11	





Plan Number  
**PS 534905X**

Stage No  
**PLAN OF SUBDIVISION**

Sheet 6 of 8 Sheets  
DATE **2/4/2006**  
COUNCIL DELEGATE SIGNATURE

DATE **29/3/2006**  
VERSION **11**

LICENSED SURVEYOR (PRINT) **James Patrick Gleeson**  
SIGNATURE  
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FILE NAME: **151791SV00.dwg**  
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LAYOUT NAME: **SHEET 6.L**  
SAVE DATE: **Wed, 19 Apr 2006 - 11:11** LAST SAVED BY

ORIGINAL SCALE SHEET SIZE  
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SCALE  
LENGTHS ARE IN METRES  
7.5 0 7.5 15 22.5 30

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**PLAN OF SUBDIVISION**

Stage No

Plan Number

**PS 534905X**

**CREATION OF RESTRICTION No 1**

The following Restriction is to be created upon Registration of this plan:  
For the purposes of this restriction :

- (a) **Minimum Front Boundary Setback** means 5 metres from the Front Boundary of a lot.
- (b) **Front Boundary** means:
  - (i) in the case of any lot where only one boundary of that lot abuts a road, the boundary which abuts the road; and
  - (ii) in the case of any lot where two boundaries of that lot each abut a road, the shorter boundary which abuts the road.
- (c) All distances are to be measured at right angles.

**Land Benefit- Lots 102 to 167 (all inclusive) on this plan.**  
**Land to be burdened: Lots 102 to 167 (all inclusive) on this plan.**

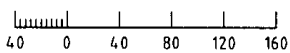
Description of Restriction: The registered proprietor or proprietors for the time being of any lot on this plan to which the following restriction applies shall not:

- 1) Construct or cause or permit to be constructed on any lot on this Plan:-
  - (i) any building other than one dwelling house with the usual outbuildings such dwelling house having a minimum floor area (excluding any verandah, carport or garage) of 135 m<sup>2</sup>.
  - (ii) any dwelling (including garage and carport) of which less than seventy-five (75%) of the external walls (excluding windows) is constructed of brick, brick veneer, stone, masonry or masonry veneer;
  - (iii) any outbuildings other than a garage or carport having external walls constructed of materials other than brick, stone, rendered concrete, concrete sheet, timber or coloured non-reflective metal;
  - (iv) any dwelling with roof of other than masonry or terracotta tiles or coloured non-reflective metal roofing material;
  - (v) any dwelling having external plumbing (stormwater drainage downpipes excepted) which shall be visible from an adjoining street.
  - (vi) any dwelling unless the front facade of the dwelling is facing the Front Boundary.
- 2) Erect or cause or permit to be erected or to remain erected -
  - (i) on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred any fence of a height more than 2 metres;
  - (ii) any fence on either side boundary or the rear boundary of the Lot or any of the Lots hereby transferred except a fence of timber palings with a timber cap, and exposed posts on both sides of the fence;
  - (iii) on any part of the Front Boundary of any Lot a fence the height of which exceeds 1.5m and, if the height exceeds 1.2m, which is less than 50% transparent;
  - (iv) any fence on either side boundary of any Lot between the Front Boundary and the Minimum Front Boundary Setback unless a front fence is constructed;
- 3) Notwithstanding Clause 2 above but subject to any law or regulation or right of any adjoining land owner erect or cause or permit to be erected and remain erected:-
  - (i) in the case of a side boundary abutting either a road or a Reserve (Public Open Space) and where a front fence is not erected, any fence on the side boundary except a timber paling fence with a timber cap and timber posts exposed on both sides of the fence and of a height of 1.8 metres from the point where the side boundary meets the rear boundary of the lot to the Minimum Front Boundary Setback.
  - (ii) in the case of a lot with its Front Boundary and one side boundary abutting a road and where the front fence is erected in compliance with (2)(iii) above, any fence on the side boundary abutting the road except a fence which is:-
    - (a) of the same design and construction as the front fence along the whole of the side boundary or
    - (b) of the same design and construction as the front fence along that part of the side boundary from the Front Boundary to at least the Minimum Front Boundary Setback and which is of the same design and construction prescribed in (i) above along the remainder of that side boundary.
  - (iii) in the case of a side boundary abutting a Reserve (Public Open Space) and where a front fence is erected in compliance with (2)(ii) above, any fence on the side boundary except a fence which is of the same design and construction as the front fence along that part of the side boundary from the Front Boundary to the Minimum Front Boundary Setback and which is of the same design and construction prescribed in (i) above along the remainder of that side boundary.
  - (iv) in the case of a rear boundary abutting either a road or Reserve (Public Open Space), any fence on the rear boundary except a fence which is of the same design and construction prescribed in (i) above along the whole rear boundary;
- 4) Notwithstanding anything contained in this Restriction, nothing shall prevent Australand Holdings Limited from constructing a 1.8 metre high timber paling fence with timber cap and exposed posts on both sides of the fence, or such other style of fence which it chooses in its absolute discretion, on the boundary or part boundary of lots 117, 119, 120, 121, 123, 124 & 139 on the Plan which abuts a Reserve ~~and a fence on the boundary or part boundary of lots 101 & 168 on the Plan which abuts a Reserve~~, or the registered proprietor of any of the said lots replacing such fence as constructed with the same style of fence.
- 5) At any time park or store on or within any lot any vehicle having a carrying capacity of one tonne or more or any boat, caravan or trailer in such a way as to be visible from any street adjacent to or abutting that lot;
- 6) At any time keep, place or maintain any outside clothes drying or airing facility on any lots so as to be visible from any street adjacent to or abutting that lot.

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**coomes consulting**

Sheet 7 of 8 Sheets

**SCALE**



LENGTHS ARE IN METRES

**ORIGINAL**

SCALE SHEET SIZE  
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LICENSED SURVEYOR James Patrick Gleeson

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FILE LOCATION F:\151791\151791-SUB\DWG  
LAYOUT NAME Sheet 7 P  
SAVE DATE Thu, 01 Jun 2006 - 14:30 LAST SAVED BY

DATE 29/3/2006  
VERSION 11

DATE 21/4/2006  
COUNCIL DELEGATE  
SIGNATURE

Original sheet size A3

**PLAN OF SUBDIVISION**

Stage No  
/

Plan Number

**PS 534905X**

**CREATION OF RESTRICTION No 2**

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

**Table of Land Burdened and Land Benefitted :**

Burdened Lot No.	Benefitted Lots	Burdened Lots	Benefitted Lots
102	103	135	132, 133, 134, 136
103	102, 104	136	135, 137
104	103, 105	137	136, 138
105	104, 106	138	137, 139
106	105, 107	139	138
107	106, 108	140	152
108	107, 109	141	142, 151
109	108, 110	142	141, 143, 151
110	109, 111	143	142, 144, 149
111	110, 112	144	143, 145, 146, 148, 149
112	111, 113	145	144, 146
113	112	146	145, 147, 144, 148
114	115	147	146, 148
115	114, 116	148	144, 146, 147, 149
116	115, 117	149	148, 150, 151, 144, 143
117	116, 118, 119	150	149, 151
118	117, 119	151	149, 150, 141, 142
119	117, 118	152	140
120	-	153	152, 154
121	-	154	153, 155
122	123	155	154, 156
123	122	156	155
124	125	157	158
125	124, 126	158	157, 159
126	125, 127	159	158, 160, 161
127	126, 128, 129	160	159, 161
128	127, 129	161	160, 162, 159
129	128, 130	162	161
130	129	163	164
131	132	164	163, 165
132	131, 133, 135	165	164, 166
133	132, 134, 135	166	165, 167
134	133, 135	167	166, 167

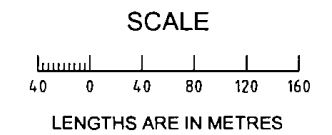
**Description of Restriction:**

- 1) The registered proprietor or proprietors for the time being of any burdened lot on this plan must not build or erect or allow to be built or erected any building or structure, other than a building or structure which is built or erected in accordance with the provisions of memorandum of common provisions registered in dealing no. AA1009 which memorandum of common provisions is incorporated into and by this plan.
- 2) The Restrictions shall cease to have affect after the 30th June 2015.

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Sheet 8 of 8 Sheets



ORIGINAL  
 SCALE SHEET SIZE  
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LICENSED SURVEYOR James Patrick Gleeson  
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 LAYOUT NAME Sheet 8 P  
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 DATE 21/4/2006  
 COUNCIL DELEGATE  
 SIGNATURE  
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**AE427673J**



Section 181



**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A  
RECORDING OF AN AGREEMENT**

*Planning and Environment Act 1987*

Lodged at the Land Titles Office by:

**Name:** Maddocks  
**Phone:** 9288 0555  
**Address:** 140 William Street, Melbourne 3000 or DX 259 Melbourne  
**Ref:** TGM:KJM:LGC:5224183 **Customer Code:** 1167E

The Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register for the land.

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Land: Volume 10517 Folio 859

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Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

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---

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

---

---

A copy of the agreement is attached to this application

---

Signature for the Authority:  .....

Name of officer: GRAEME BRENNAN .....

Office held: CHIEF EXECUTIVE OFFICER .....

Date: 16/6/06 .....

R 21/6/06



# Maddocks

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0866  
Email [info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)  
DX 259 Melbourne

Date 16 / 6 / 2006

## Agreement under Section 173 of the Planning and Environment Act 1987 Subject Land: 690 Bridge Inn Road, Doreen

Whittlesea City Council  
and

Kayray Pty Ltd  
ACN 088 184 098

21/06/2006

**AE427673J**

21/06/2006 \$92.30 173



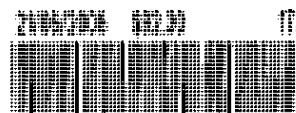
Interstate office  
Sydney  
Affiliated offices  
Adelaide, Auckland, Beijing, Brisbane,  
Colombo, Dubai, Hong Kong, Jakarta,  
Kuala Lumpur, Manila, Mumbai,  
New Delhi, Perth, Singapore, Tianjin

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**AE427673J**



# Agreement under Section 173 of the Planning and Environment Act 1987

---

DATE / /2006

## BETWEEN

**WHITTLESEA CITY COUNCIL**  
of Civic Centre, Ferres Boulevard, South Morang, Victoria

(Council)

## AND

**KAYRAY PTY LTD ACN 088 184 098**  
of Level 3, 1C Homebush Bay Drive, Rhodes, New South Wales

(Owner)

## RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 1 June 2005 Council issued Planning Permit No. 708945 (**Planning Permit**) allowing a multi lot residential subdivision and construction of a dwelling on each lot created and removal and pruning of selected native vegetation on the Subject Land in accordance with the Endorsed Plans. Conditions 23(b) and 24 of the Planning Permit require the Owner to enter into this Agreement to provide for the matters set out in those conditions. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

- D. Condition 23(b) of the Planning Permit provides that:

"Prior to the issue of the Statement of Compliance for each stage the permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning & Environment Act or any other alternative restriction deemed satisfactory by the Responsible Authority which requires that the development of each lot must be in accordance with the approved Design and Development Plan and that this information be included on the title of each individual allotment."

- E. Condition 24 of the Planning Permit provides that:

"Prior to the issue of the Statement of Compliance the permit holder must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning & Environment Act 1987 which requires that the following issues/matters are addressed as specific requirements on the titles of individual allotments containing trees to be retained:

- (i) Plan containing dimensioned tree protection envelope and development envelope for each allotment.

**AE427673J**

21/06/2006 \$92.30 173





- (ii) No buildings or works (including paving) are to be constructed or development occur within the boundaries of the tree envelopes/exclusion zones.
- (iii) Any building or works occurring within the development envelope must be undertaken in accordance with the Building Envelope Plan(s), and any conditions/requirements thereof approved under this permit, unless written consent is obtained from the responsible authority to vary the Plan.
- (iv) No trees shown for retention shall be removed, lopped or destroyed without approval of the responsible authority.
- (v) In the event that a tree is removed for any reason or, substantially damaged to the extent that the tree must be removed, a new advanced tree of the same species must be reinstated within the tree protection envelope. Prior to re-instatement of the entire tree including roots must be removed from the site.
- (vi) Any tree that is removed from the site must be made available for use by the responsible authority within the local area for habitat or public art purposes.
- (vii) Any tree that is removed or destroyed will be subject to the appropriate offset and net gain requirements as specified in the Whittlesea Planning Scheme and/or relevant state government requirements/ legislation applicable at the time relating to offset requirements.
- (viii) No further subdivision of the allotments containing trees with the exception of minor boundary realignments subject to the approval of the responsible authority.

All costs associated with the preparation and execution of the agreement, or alternative restriction, must be borne by the permit holder."

F. As at the date of this Agreement, the Subject Land is encumbered by Mortgage Nos. AD573075V and AD684963U in favour of the Mortgagees. The Mortgagees have consented to the Owner entering into this Agreement with respect to the Subject Land.

G. The parties enter into this Agreement:

G.1 to give effect to the requirements of the Planning Permit; and

G.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

**THE PARTIES AGREE**

**1. DEFINITIONS**

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

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**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

**Building** has the same meaning as in the Act and includes dwellings and swimming pools and tennis courts.

**Building Envelope** means the area delineated and identified on the Endorsed Plans as a 'building envelope' or the like.

**Design and Development Plan** means the plan(s) endorsed with the stamp of Council from time to time in accordance with condition 23(a) of the Planning Permit. A copy of the Design and Development Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**Endorsed Plans** means the plans endorsed with the stamp of Council from time to time as the plans which form part of the Planning Permit. A copy of the Endorsed Plans are available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**lot** means a lot on the Endorsed Plans.

**Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

**party or parties** means the Owner and Council under this Agreement as appropriate.

**Planning Scheme** means the Whittlesea Planning Scheme and any other planning scheme that applies to the Subject Land.

**Subject Land** means the land situated at 690 Bridge Inn Road, Doreen being the land referred to in Certificate of Title Volume 10517 Folio 859 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**Tree Exclusion Zone** means each area delineated and identified on lots 122, 123, 124 and 126 as a 'tree exclusion zone' on the Endorsed Plans.

**Tree to be Retained** means any tree which is located within a Tree Exclusion Zone.

**Works** has the same meaning as in the Act and includes excavation, trenching, filling, paving and installation of underground services.

**2. INTERPRETATION**

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.

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- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

**3. SPECIFIC OBLIGATIONS OF THE OWNER**

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**3.1 Compliance with Design and Development Plan**

The Owner agrees that regardless of any rights conferred by the Planning Scheme, except with the consent of Council, the development of the Subject Land must be in accordance with the Design and Development Plan, all to the satisfaction of Council.

**3.2 Tree Exclusion Zone**

The Owner covenants and agrees that:

- 3.2.1 a fully dimensioned plan must be submitted to Council for approval, setting out the Tree Exclusion Zone and Building Envelope for each lot;
- 3.2.2 the Owner must not erect nor construct nor permit nor allow to be erected or constructed any Building or the carrying out of any Works within a Tree Exclusion Zone;
- 3.2.3 no Tree to be Retained may be, or allowed to be, removed, destroyed, felled, lopped, trimmed, ringbarked or uprooted, damaged or pruned (other than for light weight ornamental shaping) on the Subject Land without the prior written consent of Council;
- 3.2.4 subject to clause 3.2.3, if the Tree to be Retained is removed from the Subject Land by the Owner for any reason, for example, disease, the entire tree, including the roots, must be removed from the Subject Land and a new advanced tree of the same species must be reinstated within a Tree Exclusion Zone;
- 3.2.5 any tree located within a Tree Exclusion Zone that is removed from the Subject Land must be made available for use by Council within the local area for habitat or public art purposes;

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3.2.6 any tree located within a Tree Exclusion Zone that is removed or destroyed from the Subject Land will be subject to the appropriate offset and net gain requirements calculated in accordance with the Victoria's Native Vegetation Management – A Framework for Action incorporated in the Planning Scheme and/or relevant state government requirements/legislation applicable at the time relating to offset requirements.

**3.3 Building Envelope**

The Owner covenants and agrees that, without the prior written consent of Council, the Owner must not build, construct, erect or carry out or cause or permit to be built, constructed, erected or carried out any Building or Works on any lot which contains a Tree Exclusion Zone outside of the Building Envelope.

**3.4 No further subdivision**

The Owner covenants and agrees that, except with the prior written consent of Council, no lot containing a Tree to be Retained may be further subdivided (except for minor boundary realignments where the prior consent of Council has been obtained) in any way so as to create additional lots.

**4. FURTHER OBLIGATIONS OF THE OWNER**

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**4.1 Notice and Registration**

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

**4.2 Further actions**

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

**4.3 Council's Costs to be Paid**

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

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**5. AGREEMENT UNDER SECTION 173 OF THE ACT**

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Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

**6. OWNER'S WARRANTIES**

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Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement (including purchasers of individual lots on unregistered plans of subdivision of the Subject Land, which purchasers have received written notice of the requirement for this Agreement), no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

**7. SUCCESSORS IN TITLE**

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Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

**8. GENERAL MATTERS**

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**8.1 Notices**

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

**8.2 Service of Notice**

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or

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8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

**8.3 No Waiver**

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

**8.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

**8.5 No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

**9. COMMENCEMENT OF AGREEMENT**

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Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

**SIGNED, SEALED AND DELIVERED** as a Deed by the parties on the date set out at the commencement of this Agreement.

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THE COMMON SEAL of WHITTLESEA CITY COUNCIL is affixed in the presence of: ) ) )

*[Signature]*.....

Chief Executive Officer

EXECUTED by KAYRAY PTY LTD ACN 088 184 098 by its Attorney PETER JOHN HOWSON under a Power of Attorney dated 20 July 2005 in the presence of: ) ) )

*[Signature]*.....

*[Signature]*

Witness

DANO STEPHEN WEBB

Full name of Witness

Mortgagee's Consent

BOS International (Australia) Ltd as Mortgagee of registered mortgage No. AD573075V consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

EXECUTED by BOS INTERNATIONAL (AUSTRALIA) LTD ACN 066 601 250 by being signed by those persons who are authorised to sign for the company: ) ) )

EXECUTED by BOS International (Australia) Ltd A.B.N. 23 068 601 250 by its duly constituted Attorneys

GERRY D'ROSARIO (ASSOCIATE DIRECTOR)

*[Signature]*

under Power of Attorney dated 18 July 2005 (a certified copy of which is filed in the Permanent Order Book No. 277 at page 21 Item 57) who at the date hereof had no notice of revocation of such, in the presence of:

*[Signature]*

Director

Full name

Usual address 5/600 BOURKE ST MELBOURNE

Director (or Company Secretary)

Full name

Usual address

STANLEY JEFFREY FERREIRA

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Australand Land and Housing No 6 (Baldi) Pty Ltd as Mortgagee of registered mortgage No. AD684963U consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

EXECUTED by AUSTRALAND LAND )  
AND HOUSING NO 6 (BALDI) PTY LTD )  
ACN 106 405 047 by being signed by those )  
persons who are authorised to sign for the )  
company:

*[Signature]*  
..... Director

PETER JOHN HOWREN  
..... Full name

203 KAMBROOK ROAD CAULFIELD 3162  
..... Usual address

*[Signature]*  
..... Director (or Company Secretary)

BARRY MAXWELL SMYAN  
..... Full name

LANE 3, 1C HONEYBUSH BAY  
..... Usual address

DRIVE, RHOADS NSW 2138

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## Vendor/supplier GST withholding notice

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

To: Purchaser/recipient:

Property address: 18 Vantage Point Boulevard, Doreen

Lot no: 162 Plan of subdivision: 534905X

The property is not new residential premises.

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

From: Vendor/supplier:

Dated: 16/02/2021

Signed by or on behalf of the vendor/supplier: \_\_\_\_\_

(Mahons Lawyers)

# 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 [consumer.vic.gov.au/duediligencechecklist](http://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