Contract of Sale of Land

Auction Sale

+

Vendor Statement

Pursuant to Section 32 Sale of Land Act 1962

Property address:	2/17 Cassinia Avenue, Ashwood, Victoria 3147
Vendor:	Marini Milonas and Dimitra Milonas
Purchaser:	

Prepared by
Allied Conveyancing Services Pty Ltd
467 Nepean Highway
FRANKSTON VIC 3199
T. (03) 9783-6299

308 Stephensons Road
MOUNT WAVERLEY VIC 3149
T. (03) 9807-1444

E: info@alliedgroupservices.com.au
Ref: DW:JT:21-1087

Part 1

Contract of Sale of Land

Property address: 2/17 Cassinia Avenue, Ashwood, Victoria 3147

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, the General Conditions, any Special Conditions and the Vendor Statement, in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 of the Sale of Land Act 1962

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

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

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

Exceptions

The 3-day cooling-off period does not apply if:

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

NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

Off-the-plan sales

Section 9AA(1A) of the Sale of Land Act 1962

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

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

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

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

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney or as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER(S)

On ______ / ________ / 20______

X________________________________X_____________________________X____________________________

Print name of person signing
State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney').

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

SIGNED BY THE VENDOR(S)

On ______ / ________ / 20______

X________________________________X_____________________________X____________________________

Print name of person signing
State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney').

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

Particulars of Sale

VENDOR'S AGENT

Name	Woodards (Mount Waverley)	Phone	9830 8000	Mobile	9888 2700
Address	Level 1/264 Stephensons Road, Mount Waverley, VIC 3149	Email	mountwaverley@woodards.com.au		

VENDOR

Name	Marini Milonas and Dimitra Milonas
Address	39 Yertchuck Avenue, Ashwood, VIC 3147
ACN/ABN	

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	**Allied Conveyancing Services Pty Ltd**		
Address	308 Stephensons Road, MOUNT WAVERLEY VIC 3149		
Contact	Danielle Wray		
Email	info@alliedgroupservices.com.au		
Phone	03 9807 1444	Fax	03 9781 1143

PURCHASER

Name	
Address	
ACN/ABN	
Guarantor	

PRACTITIONER – SOLICITOR/CONVEYANCER

Name			
Address			
Contact			
Email			
Phone		Fax	

LAND *General conditions 3 and 9*

☒ The land is described in the table below —

Certificate of Title reference		being lot	on plan
Volume 11224	Folio 049	2	638286V
Volume	Folio		

OR

☐

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

2/17 Cassinia Avenue, Ashwood 3147

Goods sold with the land *General condition 2(a)(vi)*

Goods sold with land are:

☐ Listed in attached schedule.

OR

☒ Listed as follows:

Any building includes all fixed floor coverings, electric light fittings, window furnishings, fittings and fixtures as inspected.

PAYMENT

General condition 11

Price:	$	
Plus GST:	$ Nil	Payable by purchaser in addition to price – *Insert 'Nil' if no GST payable by purchaser*
Total price:	$	Payable by purchaser
Deposit:	$	By / / 20 of which $ has been paid
Balance:	$	Payable at settlement

Foreign resident vendor: ☐ Value $750,000 or more – see general condition 15(g) & (h)

GST

General condition 13

☒ **No**, *because*:	☐ **Yes**
☒ Input taxed sale of eligible residential premises	☐ Purchaser entitled to input tax credit
☐ Not in the course or furtherance of an enterprise	☐ Purchaser NOT entitled to input tax credit
☐ Going concern	☐ Mixed Supply
☐ Farmland used for farming business or sale of subdivided farm land to an associate	____________________
☐ Vendor not registered or required to be registered as GST turnover < $75,000	☐ Margin Scheme applies

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(f)

Notice required to be given by vendor	☒ Yes ☐ No
Withholding required by purchaser	☐ Yes ☒ No

No withholding for residential premises because:	No withholding for potential residential land because:
☒ the premises are not new	☐ the land includes a building used for commercial purposes
☐ the premises were created by substantial renovation	☐ the purchaser is registered for GST and acquires the property for a creditable purpose
☐ the premises are commercial residential premises	☐ the land is the realisation of a capital asset where the Vendor is not carrying on an enterprise

SETTLEMENT

General condition 10

Is due on / /20

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

☐ The above date; or

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

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) shall apply.

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

☒ Entitled to vacant possession.

OR

☐ **Subject to a lease,** particulars of which are:

- ☐ Attached; or
- ☐ As follows:

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962

☐ Yes ☒ No

LOAN

General condition 14(a)-(c)

This contract is subject to a loan being approved: ☐ Yes ☒ No

(Will lapse upon [ ] days (or pursuant to General *Condition 14(a)-(c)* if none specified)

Lender:

Loan amount: $ (not more than)

BUILDING & PEST REPORT

General condition 14(d)-(f)

This contract is subject to:

☐ Building report (Will lapse upon [ ] days (or pursuant to General *Condition 14(d)-(f)* if none specified)

☐ Pest report (Will lapse upon [ ] days (or pursuant to General *Condition 14(d)-(f)* if none specified)

Special Conditions

☐ Yes ☒ No

1.

2.

DEED OF GUARANTEE OF CONTRACT
(WHERE THE PURCHASER IS A CORPORATE ENTITY)

THIS DEED dated day of 20

BETWEEN **Marini Milonas and Dimitra Milonas** of 39 Yertchuck Avenue, Ashwood, Victoria (Vendor)

AND :
of
(Purchaser)

AND :
of
(Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;

2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;

3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and

4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

DEED OF GUARANTEE OF CONTRACT

(WHERE THE PURCHASER IS A CORPORATE ENTITY)

SIGNED: **Marini Milonas and Dimitra Milonas** of 39 Yertchuck Avenue, Ashwood, Victoria (Vendor)
)
)
)

Witnessed:) Witness name:
)
)

AND **:**
of
(Purchaser)
)
)
)

Witnessed:) Witness name:
)
)

AND :
of
(Guarantor)
)
)
)

Witnessed:) Witness name:
)
)

SALE OF LAND REGULATIONS 2014

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF A PUBLIC AUCTION

- **The Auctioneer may make one or more bids on behalf of the Vendor of the land at any time during the Auction.**
- **The Auctioneer may refuse any bid.**
- **The Auctioneer may determine the amount by which the bidding is to be advanced.**
- **The Auctioneer may withdraw the property from sale at any time.**
- **The Auctioneer may refer any bid to the Vendor at any time before the conclusion of the Auction.**
- **In the event of a dispute concerning a bid, the Auctioneer may resubmit the property for sale at the last undisputed bid or commence the bidding again.**
- **The Auctioneer must not accept any bid or offer for the property that is made after the property has been knocked down to the successful bidder, unless the Vendor or successful bidder at the Auction refuses to sign the Contract of Sale following the Auction.**
- **If the reserve price has been set for the property and the property is passed in below that reserve price, the Vendor will first negotiate with the highest bidder for the purchase of the property.**

Part 2 **<u>Contract of Sale of Land</u>** **2020 Edition**

General Conditions

The parties agree that Special Conditions may be added to these General Conditions but these General Conditions shall at all times prevail in the case of any conflict between the General Conditions and the Special Conditions.

<u>CONTENTS</u>

1. Encumbrances

(a) The Purchaser buys the property subject to:
   (i) Any encumbrance shown in the Vendor Statement other than Mortgages or Caveats; and
   (ii) Any reservations in the Crown Grant; and
   (iii) Any lease referred to in the Particulars of Sale.
(b) The Purchaser indemnifies the Vendor against all obligations under any lease that are to be performed by the Landlord after settlement.
(c) In this General Condition, the 'Vendor Statement' means a statement required to be given under Section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act

2. Vendor Warranties

(a) The Vendor warrants that the Vendor:
   (i) Has, or by the due date for settlement will have, the right to sell the land; and
   (ii) Is under no legal disability; and
   (iii) Is in possession of the land, either personally or through a tenancy; and
   (iv) Has not previously sold or granted an option to purchase, agreed to lease or grant 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
   (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
   (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
(b) The Vendor further warrants the Vendor has no knowledge of any of the following:
   (i) Public rights of way over the land;
   (ii) Unregistered Easements over the land;
   (iii) Lease or other possessory agreement affecting the land;
   (iv) 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;
   (v) Legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
(c) The above warranties are subject to any contrary provisions in this Contract and disclosures in the Vendor Statement.
(d) If Sections 137B and 137C of the *Building Act* 1993 apply to this Contract, the Vendor warrants that:
   (i) 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
   (ii) 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
   (iii) 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.
(e) Words and phrases used in this General Condition have the same meaning as in the *Building Act* 1993.

3. Identity of the Land

(a) 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.

(b) The Purchaser may not:

- (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (ii) Require the Vendor to amend Title or pay any cost of amending Title.

4. Services

(a) The Vendor does not represent the services are adequate for the Purchaser's proposed use of the property and the Vendor advises the Purchaser to make appropriate enquiries. The condition of the services may change between the day of sale and settlement and the Vendor does not promise the services will be in the same condition at settlement as they were on the day of sale.

(b) 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 moneys paid must be refunded if any necessary consent or licence is not obtained by settlement.

6. Transfer

(a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the Purchaser and delivered to the Vendor at least 10 days before settlement. The delivery of the transfer of land instrument is not acceptance of Title.

(b) If settlement is to be conducted electronically, the Purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.

(c) The Vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 21 days of the day of sale and must have completed all the information required of the Vendor at least 5 days before settlement

7. Electronic Settlement

(a) The parties agree to conduct settlement in accordance with the Electronic Conveyancing National Law.

(b) The Vendor must open the electronic workspace and nominate a time of day for locking the workspace as soon as reasonably practicable before the due date for settlement.

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

8. Builder Warranty Insurance

The Vendor agrees to provide prior to settlement, details of any current Builder Warranty Insurance (but not necessarily including supply of any policy if not to hand) relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

(a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the Sunset Date specified in the Particulars of Sale:
  (i) The Purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this Contract by notice in writing;
  (ii) The Vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this Contract after obtaining the written consent of the Purchaser to the rescission after giving the Purchaser at least 28 days written notice before the proposed rescission, pursuant to s.10B(3) of the *Sale of Land Act* 1962;
  (iii) Pursuant to s.10F(1) of the *Sale of Land Act* 1962, the Vendor gives the Purchaser notice that:
    (A) The Vendor is required to give notice of a proposed rescission of the Contract under the Sunset Clause; and
    The Purchaser has the right to consent to the proposed rescission of the Contract but is not obliged to consent; and
    (B) The Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to rescind the Contract; and
    (C) The Supreme Court may make an order permitting the rescission of the Contract if satisfied that making the order is just and equitable in the circumstances.

(b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan is not registered by the Sunset Date specified in the Particulars of Sale, either party may at any time thereafter, but prior to the plan being registered, rescind this Contract by notice in writing.

(c) If this Contract includes the construction of any building on the land, the Purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.

10. Settlement

(a) At settlement:
  (i) The Purchaser must pay the balance of purchase moneys; and
  (ii) The Vendor must:
    (A) Do all things necessary to enable the Purchaser to become the registered proprietor of the land; and
    (B) Give either vacant possession or receipt of rents and profits in accordance with the Particulars of Sale; and
    (C) Ensure that keys and any devices enabling access to the property are made available to the Purchaser.

(b) The Vendor’s obligations under this General Condition continue after settlement;

(c) Settlement must be conducted between the hours of 9:00 a.m. and 5:00 p.m. unless the parties agree otherwise.

11. Payment

(a) The Purchaser must pay the deposit:
  (i) To the Vendor’s licensed Estate Agent; or
  (ii) If there is no Estate Agent:
    (A) To the Vendor’s legal representative; or
    (B) 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 Vendor and the Purchaser.

(b) The Purchaser may, strictly subject to the Vendor's consent, pay the deposit by way of Deposit Bond or Bank Guarantee.
(c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  (i) Must not exceed 10% of the purchase price; and
  (ii) Must be paid to the Vendor's Estate Agent, Legal Practitioner or Conveyancer and held on trust for the Purchaser until the registration of the plan of subdivision.
(d) The Purchaser must pay all money other than the deposit:
  (i) To the Vendor, or the Vendor's Legal Practitioner or Conveyancer; or
  (ii) In accordance with the written direction of the Vendor or the Vendor's Legal Practitioner or Conveyancer.
(e) Payments may be made or tendered:
  (i) By cheque drawn on an authorised deposit taking institution if settlement is not conducted electronically; or
  (ii) By electronically transferring the payment in the form of cleared funds if settlement is conducted electronically. The Vendor must be satisfied the electronic transfer has taken place and been completed.

12. Stakeholding

(a) The deposit must not be released until General Condition 14 and any Special Condition benefitting the Purchaser have been satisfied.
(b) Any objection to the Vendor's Title must be made within 28 of the day of sale.
(c) If the Vendor gives notice there is no mortgage or caveat, other than a Purchaser's caveat, affecting the land, the stakeholder is authorised to transfer the deposit to the Vendor 28 days after the day of sale provided that:
  (i) General Condition 12(a) has been satisfied; and
  (ii) The Purchaser has not made a valid objection to Title.
(d) The Purchaser agrees it is acceptable for such notice to be provided by the Vendor's supply of a Register Search Statement (Title Search) within the Vendor Statement which forms part of the Contract for the sale of the property.
(e) If there is a mortgage or caveat, other than a Purchaser's caveat, affecting the land, the stakeholder is authorised to transfer the deposit to the Vendor provided that:
  (i) General Condition 12(a) has been satisfied; and
  (ii) The Purchaser has not made a valid objection to Title; and
  (iii) The Vendor has provided to the Purchaser, reasonable evidence the total amount of secured debts does not exceed 80% of the sale price; and
  (iv) 28 days have elapsed since service of the Deposit Statement to Purchaser (s.27).

13. Goods and Services Tax

(a) Unless otherwise provided in the Particulars of Sale or the Special Conditions, the price includes any GST payable by the Vendor.
(b) Except when the Margin Scheme applies, the Vendor must on or before settlement provide the Purchaser with a Tax Invoice for any GST included in the price.
(c) This clause applies if 'going concern' is specified in the Particulars of Sale.
  (i) The Purchaser warrants that it is registered for GST.
  (ii) The parties agree the Vendor's supply of the property under this Contract is the supply of a going concern under s.38.325 *Goods and Services Tax Act* 1999 and the supply is GST for the purposes of that Act.
  (iii) The Vendor must continue to carry on the enterprise until settlement.
  (iv) If the Vendor is served with a demand, assessment or any correspondence from the Australian Taxation Office indicating the supply under this Contract is not the supply of a going concern, then upon being served a copy of the demand and a Tax Invoice, the Purchaser shall pay the amount of GST to the Vendor.

(d) This clause applies if 'farm land used for farming business or sale of subdivided farm land to an associate' is specified in the Particulars of Sale.
- (i) The Vendor warrants the property is land on which a farming business has been carried on for a period of at least 5 years preceding the date of supply.
- (ii) The Purchaser warrants the Purchaser intends that a farming business will be carried on after settlement on the property.
- (iii) If the Vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating the supply under this Contract is not the supply of a farming business then upon being served with a copy of the demand and a Tax Invoice, the Purchaser shall pay the amount of GST to the Vendor.

(e) This clause applies if 'mixed supply' is specified in the Particulars of Sale.
- (i) GST is included in the price.
- (ii) The parties agree the property comprises two components, namely a commercial building and a residential building.
- (iii) GST is payable by the Vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree with the value of the commercial and residential components, failing which the Vendor must deliver to the Purchaser before settlement, a copy of a valuation by a registered valuer showing the apportionment of values. The cost of providing the valuation is to be shared equally between the Vendor and Purchaser.

(f) GST Withholding – Residential premises or potential residential land
The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:
- (i) Vendor's notice
  - (A) If the Particulars of Sale indicates that no GST Withholding under sub-division 14-E *Taxation Administration Act* 1953 is payable, the Vendor hereby gives notice under s.14-255 that the Purchaser is not required to make a GST Withholding payment under s. 14-250 for the reason indicated in the Particulars of Sale; otherwise:
  - (B) The Vendor shall give the Purchaser notice of the GST Withholding amount and particulars required by s. 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the Purchaser
  - (A) Where the Margin Scheme applies, 7% of the purchase price; otherwise:
  - (B) 1/11th of the consideration inclusive of GST.
- (iii) The Purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) The Purchaser is to remit the amount withheld to the Australian Taxation Office immediately upon settlement.
- (v) Vendor to indemnify Purchaser
  - (A) In the event the Purchaser is required to pay the Australian Taxation Office an amount greater than the withheld amount at settlement, the Vendor indemnifies the Purchaser for such additional amount.

14. Loan, Building Report or Pest Report

(a) If the Particulars of Sale specify 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 within 14 days of the day of sale if not otherwise specified within the Particulars of Sale (the approval date).

(b) The Vendor may end the Contract after the approval date and before being advised the loan has been approved by giving the Purchaser 2 clear business days notice of its intention to end the Contract unless the Purchaser advises the Vendor in writing before the expiration of those 2 clear business days that the loan has been approved or that the Purchaser no longer relies upon this condition.

(c) The Purchaser may end the Contract if the loan is not approved by the approval date, but only if the Purchaser:
    (i) Immediately applied for the loan; and
    (ii) Did everything reasonably required to obtain loan approval; and
    (iii) Provides written proof from the intended lender that the loan was not approved; and
    (iv) Serves written notice ending the Contract on the Vendor within 2 clear business days after the approval date; and
    (v) Is not in default under any condition of this Contract (including payment of the deposit) when the notice is given.
(d) If the Particulars of Sale specify this Contract is subject to a Building Report or Pest Report being obtained, this Contract is subject to the Purchaser obtaining the report(s) satisfactory to the Purchaser in relation to the property within 10 days of the day of sale if not otherwise specified within the Particulars of Sale, or any later date agreed to by the Vendor.
(e) The Purchaser may end the Contract if the satisfactory report is not obtained by the due date, but only if the Purchaser:
    (i) Immediately requested the report; and
    (ii) Provides the Vendor with a copy of the report; and
    (iii) Serves written notice ending the Contract on the Vendor by the due date; and
    (iv) Is not in default under any other condition of this Contract (including payment of the deposit) when the notice is given; and
    (v) The Building Report specifies a major structural defect, or the Pest Report reveals a current termite infestation, either of which materially prejudices the Purchaser, acting reasonably, would not have entered into the Contract if the defect or infestation had been disclosed.
(f) All deposit money must be immediately refunded to the Purchaser if this Contract is ended in accordance with the general condition.

15. Adjustments

(a) All periodic outgoings payable by the Vendor including any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
(b) The periodic outgoings and rent and other income must be apportioned on the following basis:
    (i) 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
    (ii) The land is treated as the only land of which the Vendor is the owner (as defined in the *Land Tax Act* 2005); and
    (iii) The Vendor is taken to own the land as a resident Australian beneficial owner; and
    (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
(c) The Purchaser is responsible for the preparation of the Statement of Adjustments.
(d) The Purchaser must provide copies of all certificates and other information used to calculate the adjustments.
(e) If the Purchaser takes possession of the property prior to settlement pursuant to a Licence Agreement, then adjustments will be calculated from the date of possession.
(f) If requested by the Vendor, the Purchaser will irrevocably authorise the Vendor to issue legal proceedings in the name of the Purchaser against any Tenant for any amount due by the Tenant to the Vendor pursuant to the lease as at the day of settlement. The Vendor will indemnify the Purchaser in respect to such proceedings.
(g) If the price is $750,000 or more, the Purchaser is entitled to deduct 12.5% of the sale price at settlement unless the Vendor provides the Purchaser with a Clearance Certificate issued pursuant to 14-235(2) in Schedule 1 *Taxation Administration Act* 1953 (Cth) at least 5 days before settlement.

(h) The Purchaser must pay any amount deducted pursuant to General Condition 15(g) to the Commissioner pursuant to 14-200 in Schedule 1 *Taxation Administration Act* 1953 (Cth) at or immediately following settlement.
(i) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on their income.

16. Time

(a) Time is of the essence of this Contract.
(b) Time is extended until the next business day if the time for performing any action falls on a Weekend or Bank holiday.
(c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this Contract. The agreement shall be binding when confirmed in writing by the parties or their Legal Practitioner or Conveyancer.
(d) Settlement of this matter is date, not time, specific – subject to the requirements of General Condition 10(c).

17. Service

(a) Any document required to be service by or on any party may be served by or on the Legal Practitioner or Conveyancer for that party.
(b) Any document is sufficiently served if served:
    (i) Personally; or
    (ii) By pre-paid post; or
    (iii) By facsimile; or
    (iv) By email.
(c) Unless proven otherwise, any document sent by:
    (i) Express Post is taken to have been served on the second business day after posting;
    (ii) Priority Post is taken to have been served on the third business day after posting;
    (iii) Regular Post is taken to have been served on the fifth business day after posting;
    (iv) Facsimile is taken to have been served at the end of the day on which the document is so faxed;
    (v) Email is taken to have been served at the time of receipt within the meaning of 13A of the *Electronic Transactions (Victoria) Act* 2000.
(d) The word 'document' includes any 'demand' or 'notice' and 'service' includes 'give'.

18. Nominee

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

20. Guarantee

(a) If the Purchaser is a proprietary limited company Purchaser, the Vendor may demand one or more directors of the Purchaser to guarantee the Purchaser's performance under this Contract.
(b) Failure to sign a guarantee in standard form submitted by the Vendor will constitute a default pursuant to the Contract by the Purchaser.

21. Notices

(a) The Vendor is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issued, made or struck before the day of sale that does not relate to periodic outgoings.
(b) The Purchaser is responsible for compliance with any notice, order, demand or levy imposing liability on the property that is issues, made or struck on or after the day of sale that does not relate to periodic outgoings.
(c) The Purchaser may enter the property with reasonable notice to comply with that responsibility where that action is required before settlement.

22. Lease

(a) The Vendor must provide the Purchaser with a copy of any written lease affecting the property and any assignments or sub-leases of the original lease.
(b) If the Vendor is unable to provide a copy of the lease, the Vendor must provide written details of the lease arrangement acknowledged by the current tenant as binding on the parties.

23. Loss or damage before settlement

(a) The Purchaser and/or another person authorised by the Purchaser may inspect the property at any reasonable time and for no longer than 30 minutes during the 7 days preceding and including settlement day. The Purchaser is only entitled to 1 inspection.
(b) The Vendor carries the risk of loss or damage to the property until settlement or to the date of any early access permitted pursuant to a Licence Agreement. 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.
(c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement, the Purchaser must not delay settlement but may claim compensation from the Vendor after settlement.

24. Abandoned Goods

Ownership of any goods owned by the Vendor remaining in the premises or on the property after settlement passes to the Purchaser.

25. Default

A party who defaults in the performance of this Contract must pay to the other on demand:
(a) At the time of settlement, any interest and costs pursuant to General Conditions 26, 27 and 28; and
(b) After settlement, compensation for any reasonably foreseeable and quantifiable loss to the other party as a result of the 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

(a) A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest, recover legal costs and claim losses directly occasioned by the default if specifically provided for within the primary contractual document, until the other party is given and fails to comply with a written Default (also including Rescission) Notice.

(b) The notice must:
- (i) Specify the particulars of the default; and
- (ii) State it is the offended party's intention to exercise their rights arising from the default unless, within 14 days of the notice being given:
  - (A) The default is remedied; and
  - (B) Legal costs are paid.

(c) The party serving the notice may extend performance of the notice in writing.

28. Rescission

(a) If the Contract is ended by rescission notice given by the Purchaser:
- (i) The Purchaser must be repaid any money paid under the Contract; and
- (ii) All those amounts are a charge on the land until payment; and
- (iii) The Purchaser may also seek recovery of any loss otherwise recoverable at law.

(b) If the Contract is ended by rescission notice given by the Vendor:
- (i) The deposit of 10% is forfeited to the Vendor as the Vendor's absolute property, whether the deposit has been paid or not; and
- (ii) The Vendor is entitled to possession of the property; and
- (iii) In addition to any other remedy, the Vendor may within 1 year of the Contract ending, either:
  - (A) Retain the property and sue for damages for breach of Contact, or
  - (B) 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
- (iv) The Vendor may retain any part of the price paid until the Vendor's damages have been determined or quantified and may apply that money towards those damages; and
- (v) Any determination of the Vendor's damages must take into account the amount forfeited to the Vendor.

29. Representation and Warranty as to Building

The Vendor makes no representations or provides no warranties in respect to the quality or condition of any dwelling, outbuildings or structures. The Vendor makes no representation as to the property's fitness for any particular purpose or that any structures comply with any building regulations. The property is strictly sold as inspected. The Purchaser expressly releases the Vendor from any demands or claims whatsoever in respect thereof.

****

Allied
Conveyancing Services Pty. Ltd.

This Statement has been prepared as a legal document and is intended to form part of the primary contractual document for the sale of the land and is suitable to satisfy the Vendor's legal and reporting obligations. This Statement is for information and statements to the Purchaser before the Purchaser signs a Contract to purchase the land and incorporates the requirements of Section 32 of the *Sale of Land Act* 1962.

(Document prepared by Allied Conveyancing Services Pty. Ltd.)

Vendor Statement

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

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

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

SUBJECT PROPERTY:	2/17 Cassinia Avenue, Ashwood 3147	
Vendor's name	Marini Milonas	**Date** / /
Vendor's signature		
Vendor's name	Dimitra Milonas	**Date** / /
Vendor's signature		
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

NOTICE TO PURCHASER

IN CASE OF DEFAULT:

The Vendor gives notice to the Purchaser that in the event the Purchaser fails to complete the purchase of the property on the date specified in the Contract between the Vendor and the Purchaser ('the Contract') for payment of the residue as defined in the Contract ('the due date') the Vendor will or may suffer the following reasonably foreseeable losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

a. All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;

b. Interest payable by the Vendor under any existing mortgage over the property;

c. Accommodation expenses necessarily incurred by the Vendor;

d. Costs and expenses as between the Vendor's Conveyancer and the Vendor;

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

f. A fee for rescheduling settlement from the due date and agreed time to such alternative date and time thereafter, set at $330.00 on each occasion of change.

This Notice is a fundamental condition of any Contract of Sale for the sale of land described herein.

DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

Overview

Before you buy a home or vacant residential land, 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.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage (consumer.vic.gov.au/due diligence checklist) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the Due diligence checklist (Word, 58KB).

This page contains additional links to organisations and web pages that can help you learn more.

Urban living

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.

For more information, visit the Commercial and industrial noise page on the Environment Protection Authority website and the Odour page on the Environment Protection Authority website.

Buying into 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.

For more information, view our Owners corporations section and read the Statement of advice and information for prospective purchasers and lot owners (Word, 53KB).

Growth areas

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

For more information, visit the Growth Areas Infrastructure Contribution page on the Department of Environment, Land, Water & Planning website.

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the Department of Environment, Land, Water and Planning - Native Vegetation Information Management website.

Flood and fire risk

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.

For information about fire risk, visit:

- Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website
- Building in bushfire prone areas - Department of Environment, Land, Water & Planning website.

For general information about flood risk, visit the Australian Flood Risk Information Portal on the Geoscience Australia website.

To find out who is responsible for floodplain management in your area, visit the Catchment management framework page on the Department of Environment, Land, Water & Planning website.

Catchment management authority websites:

- Melbourne Water website - includes floodplain management for Port Phillip and Westernport regions
- Corangamite Catchment Management Authority website
- East Gippsland Catchment Management Authority website
- Glenelg Hopkins Catchment Management Authority website
- Goulburn Broken Catchment Management Authority website
- Mallee Catchment Management Authority website
- North Central Catchment Management Authority website
- North East Catchment Management Authority website
- West Gippsland Catchment Management Authority website
- Wimmera Catchment Management Authority website.

Rural properties

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. For information about what impacts you should expect and how to manage them, visit the New landholders section on the Agriculture Victoria website.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the Native vegetation page on the Agriculture Victoria website.
- Do you understand your obligations to manage weeds and pest animals? Visit the New landholders section on the Agriculture Victoria website.
- Can you build new dwellings? Contact the local council for more information.
- 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? For more information, visit the Forestry & land use page on the Department of Environment, Land, Water & Planning website.

Earth resource activity, such as mining

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.

For more information, visit the:

- GeoVic page on the Department of Economic Development, Jobs, Transport and Resources website

- Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website.

Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the Contaminated site management page on the Environment Protection Authority website.

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the Planning Practice Notes page on the Department of Environment, Land, Water & Planning website.

Land boundaries

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.

For more information, visit the Property and land titles page on the Department of Environment, Land, Water & Planning website.

Planning controls affecting 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.

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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the Planning Schemes Online section on the Department of Environment, Land, Water & Planning website.

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the Planning and development of land page on the Aboriginal Victoria website.

Safety

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.

For more information, visit the Consumers section on the Victorian Building Authority website and the Energy Safe Victoria website.

Building permits

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.

For more information about building regulation, visit our Building and renovating section.

Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the Planning and development of land page on the Aboriginal Victoria website.

Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the Owner builders page on the Victorian Building Authority website and Domestic building insurance page on the Victorian Building Authority website.

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.

For help choosing an energy retailer, visit the Victorian Energy Compare website.

For more information, visit the Choosing a retailer page on the Your Choice website.

For information on possible impacts of easements, visit the Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website.

For information on the National Broadband Network (NBN) visit the NBN Co website.

Buyers' rights

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.

For more information, view our Buying property section.

Professional associations and bodies that may be helpful:

- Australian Institute of Architects website
- Association of Consulting Surveyors Victoria website
- Institute of Surveyors Victoria website
- Law Institute of Victoria website
- Real Estate Institute of Victoria website

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: $5,000.00

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

	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable.

1.4 **Sale Subject to Mortgage**

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

Not Applicable.

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3. LAND USE

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

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

Is in the attached copies of title documents.

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4 **Planning Scheme**

The required specified information is as follows:

Name of planning scheme	Monash
Name of responsible authority	Monash City Council
Zoning of the land	General Residential Zone (Grz) + Schedule 3 (Grz3)
Name of planning overlay	

4. NOTICES

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

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable.

10.2 **Staged Subdivision**

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

Not Applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

ATTACHMENTS

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

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

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

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

VOLUME 11224 FOLIO 049

Security no : 124091041279R
Produced 08/07/2021 10:15 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 638286V.
PARENT TITLE Volume 08282 Folio 309
Created by instrument PS638286V 02/09/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MARINI MILONAS
DIMITRA MILONAS both of 17 CASSINA AVENUE ASHWOOD VIC 3147
AH422487G 11/08/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU428114D 07/06/2021
PEPPER FINANCE CORPORATION LTD

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

DIAGRAM LOCATION

SEE PS638286V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AU351966Y (E)	TRANSFER CONTROL OF ECT	Completed	18/05/2021
AU428113F (E)	DISCHARGE OF MORTGAGE	Registered	07/06/2021
AU428114D (E)	MORTGAGE	Registered	07/06/2021

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

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

Street Address: UNIT 2 17 CASSINIA AVENUE ASHWOOD VIC 3147

ADMINISTRATIVE NOTICES

NIL

eCT Control 20486E GALILEE SOLICITORS PTY LTD
Effective from 07/06/2021

OWNERS CORPORATIONS

The land in this folio is affected by

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

OWNERS CORPORATION 1 PLAN NO. PS638286V

DOCUMENT END

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 08/07/2021 10:17:48 AM

OWNERS CORPORATION 1
PLAN NO. PS638286V

The land in PS638286V is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1, 2.

Limitations on Owners Corporation:
Limited to Common Property

Postal Address for Services of Notices:
17 CASSINIA AVENUE ASHWOOD VIC 3147

OC008402L 02/09/2010

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC008402L 02/09/2010

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Total	**200.00**	**200.00**

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 08/07/2021 10:17:48 AM

OWNERS CORPORATION 1
PLAN NO. PS638286V

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	**Plan**
Document Identification	**PS638286V**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**08/07/2021 10:18**

PS638286V

PLAN OF SUBDIVISION

STAGE NO. --------

LRS use only.
EDITION 1

11/08/2010 $899.20 PS

V

Location of Land

Parish: MULGRAVE
Township: --------
Section: ---------
Crown Allotment: --------
Crown Portion: 109(PART)

LRS Base Record: D.C.M.B.
Title Reference: VOL. 8282 FOL. 309

Last Plan Reference: LOT 97 ON LP 51123

Postal Address: 17 CASSINIA AVENUE,
ASHWOOD 3147.

MGA Co-ordinates E 333 520 Zone: 55
N 5 807 830

Vesting of Roads and/ or Reserve

Identifier	Council / Body / Person
NIL	NIL

Council Certificate and Endorsement

Council Name: MONASH Ref. 9527

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

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 ~~has~~/has not been made.
~~(ii) The requirement has been satisfied.~~
~~(iii) The requirement is to be satisfied in Stage~~ ....

Council delegate
~~Council seal~~
Date 7/6/2010

~~Re-certified under section 11(7) of the Subdivision Act 1988~~
~~Council Delegate~~
~~Council Seal~~
~~Date / /~~

Notations

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

Depth Limitation DOES NOT APPLY

Boundaries shown by thick continuous hatched lines are defined by buildings.

Location of boundaries defined by buildings:

Median: The boundaries marked 'M'

Exterior Face: The remaining boundaries affected.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.
See owners corportation search report(s) for detail.

Area of Site: 725m^2
No. of Lots: 2

Survey This plan is based on survey.
This survey has been connected to permanent mark No(s)
In Proclaimed Survey Area No.

Easement Information

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

EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE WHOLE OF THE LAND ON THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

LRS use only
Statement of Compliance/ Exemption Statement
Received ✓
Date 11 / 08 / 2010

LRS use only
PLAN REGISTERED
TIME 9:36 AM
DATE 02 / 09 / 2010
Rocco Iacovino
Assistant Registrar of Titles

Sheet 1 of 2

John Chivers & Associates P/L
Level 1, 260 Main Street
Lilydale Vic. Australia 3140
Phone: (03) 9735 4888
Fax: (03) 9735 1473
Email: jca@jchivers.com.au
www.jchivers.com.au
JCA Land Consultants
Surveying - Engineering - Town Planning A.B.N. 75 083 816 915

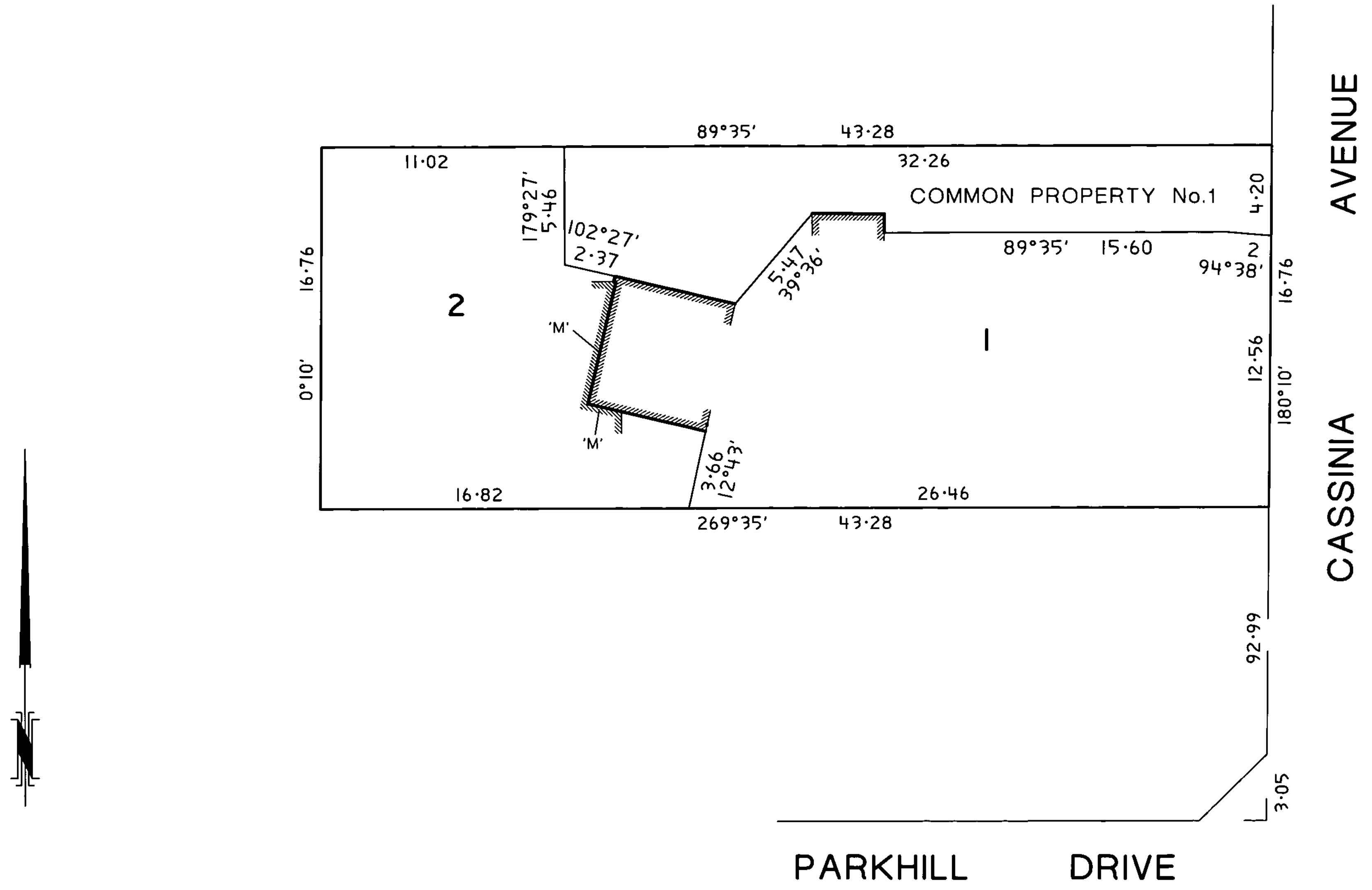
QUALITY SYSTEM CERTIFIED

LICENSED SURVEYOR : ANTHONY PETER RALPH
Signature .... Date 26/5/10
REF. 11390 VERSION 02 19/05/10 J.D.

Date 7/6/2010
Council Delegate Signature

Original sheet size A3

PLAN OF SUBDIVISION	STAGE NO.	Plan Number
	--------	PS 638286 V



John Chivers & Associates P/L
Level 1, 260 Main Street
Lilydale Vic. Australia 3140
Phone: (03) 9735 4888
Fax: (03) 9735 1473
Email: jca@jchivers.com.au
www.jchivers.com.au
A.B.N. 75 083 816 915
JCA Land Consultants
Surveying - Engineering - Town Planning

QUALITY SYSTEM CERTIFIED

ORIGINAL	
SCALE	SHEET SIZE
1:200	A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR : ANTHONY PETER RALPH
Signature .... Date 26/5/10
REF. 11390 VERSION 02 19/05/10 J.D.

Sheet 2
....
Date 7/6/2010
Council Delegate Signature
Original sheet size A3

.vic.gov.au

Property Report from www.land.vic.gov.au on 08 July 2021 10:18 AM

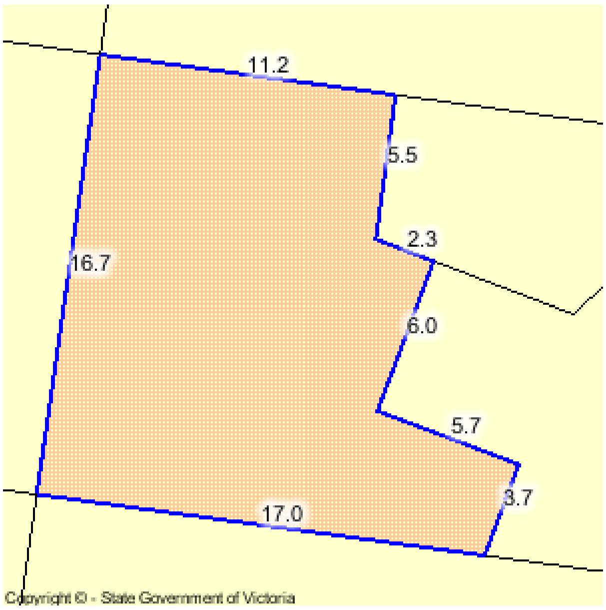
Address: UNIT 2/17 CASSINIA AVENUE ASHWOOD 3147
Lot and Plan Number: Lot 2 PS638286
Standard Parcel Identifier (SPI): 2\PS638286
Local Government (Council): MONASH **Council Property Number:** 253061
Directory Reference: Melway 60 K9

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

Site Dimensions

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



Area: 225 sq. m
Perimeter: 68 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.

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

State Electorates

Legislative Council: SOUTHERN METROPOLITAN
Legislative Assembly: BURWOOD

Utilities

Rural Water Corporation: Southern Rural Water
Melbourne Water Retailer: Yarra Valley Water
Melbourne Water: inside drainage boundary
Power Distributor: UNITED ENERGY (Information about choosing an electricity retailer)

Planning information continued on next page

Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 3 (GRZ3)

Planning Overlay: None

Planning scheme data last updated on 7 July 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 abut 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

Area Map

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 08 July 2021 10:18 AM

PROPERTY DETAILS

Address:	**UNIT 2/17 CASSINIA AVENUE ASHWOOD 3147**
Lot and Plan Number:	**Lot 2 PS638286**
Standard Parcel Identifier (SPI):	**2\PS638286**
Local Government Area (Council):	**MONASH** www.monash.vic.gov.au
Council Property Number:	**253061**
Planning Scheme:	**Monash** planning-schemes.delwp.vic.gov.au/schemes/monash
Directory Reference:	**Melway 60 K9**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

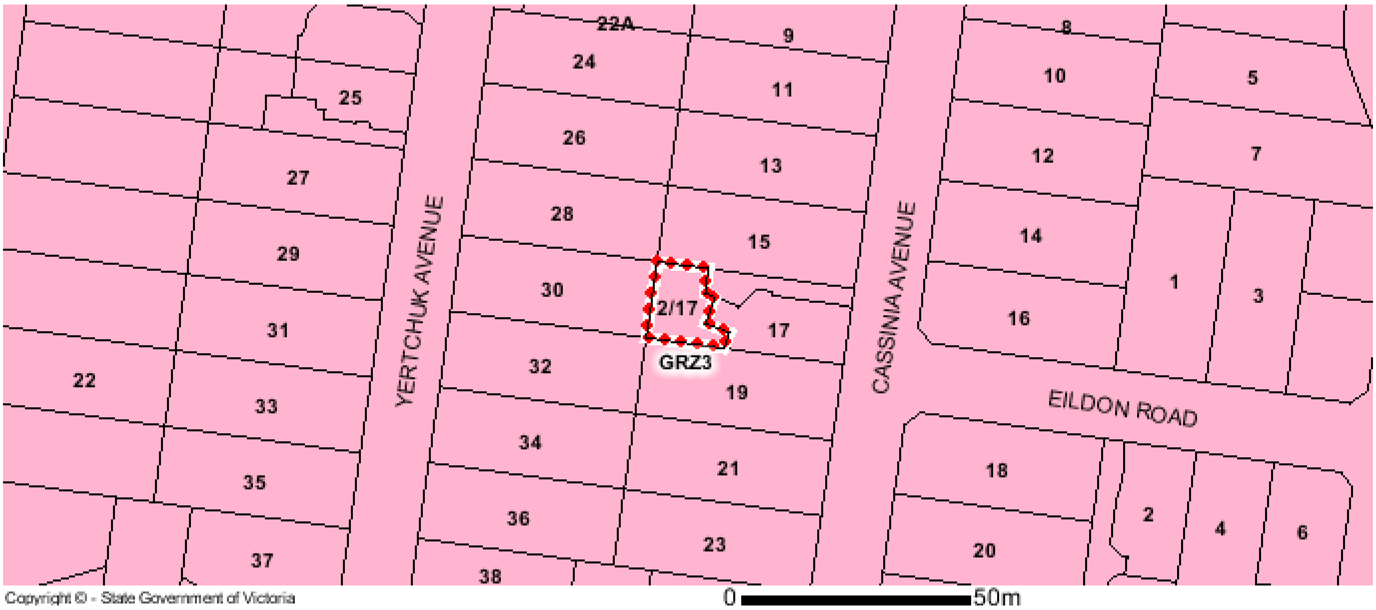
STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**BURWOOD**

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 3 (GRZ3)



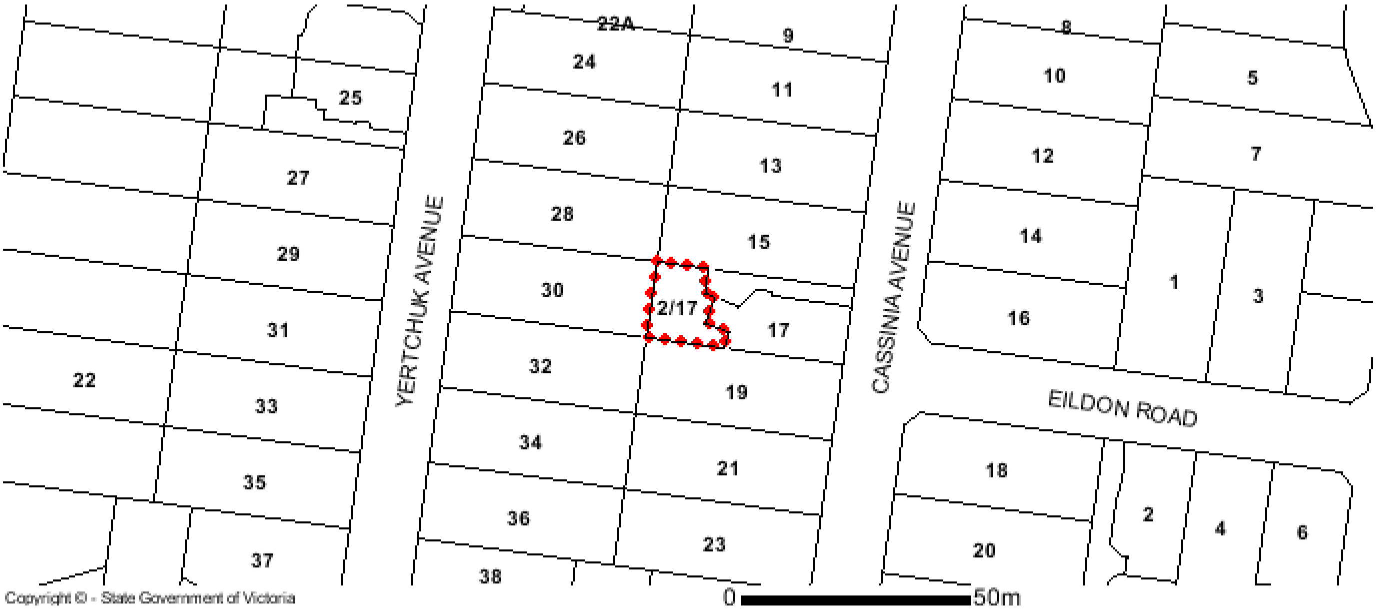
GRZ - General Residential

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

PLANNING PROPERTY REPORT

Planning Overlay

None affecting this land



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

Further Planning Information

Planning scheme data last updated on 7 July 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 https://www.planning.vic.gov.au

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

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

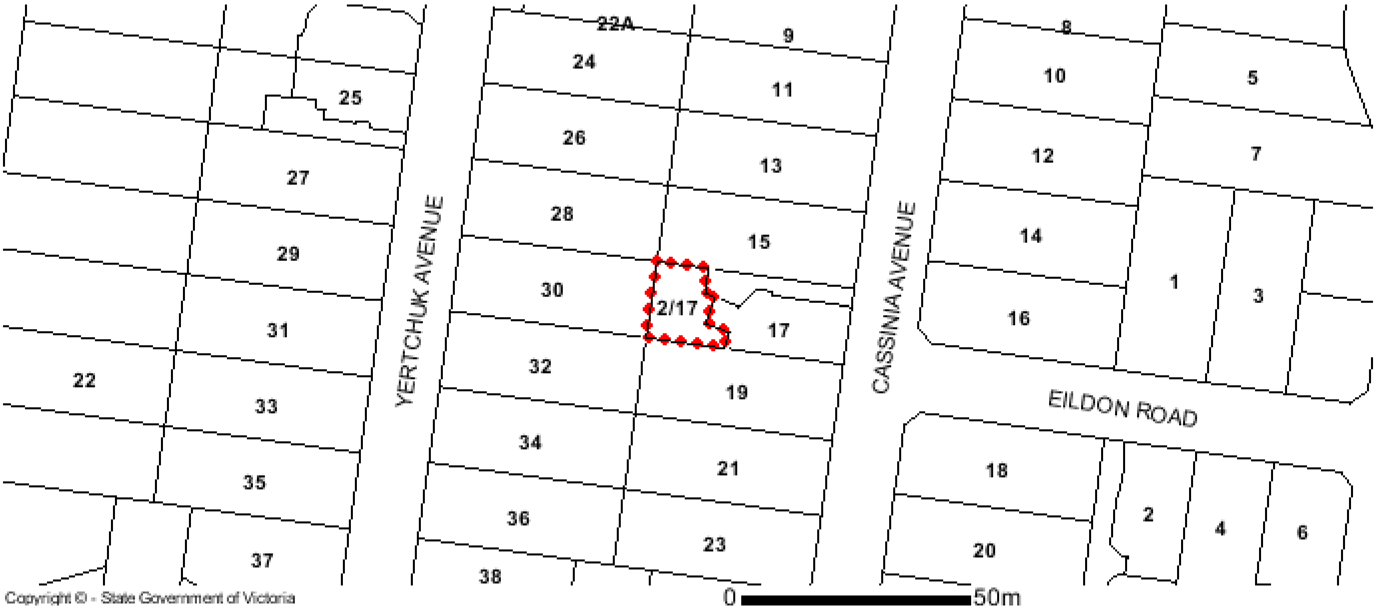
To view planning zones, overlay and heritage information in an interactive format visit http://mapshare.maps.vic.gov.au/vicplan

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

PLANNING PROPERTY REPORT

Designated Bushfire Prone Area

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



Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at http://mapshare.maps.vic.gov.au/vicplan or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au

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

LAND INFORMATION CERTIFICATE

Local Government Act 2020 - Section 121
Certificate Number 63624
Issued 13-Jul-2021

CITY OF MONASH

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 and Local Government Act 2020 or under a local law or by-law of the council, as at the above date.

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.

Property Information

Property Location: 2/17 Cassinia Avenue ASHWOOD VIC 3147
Title Details: Lot 2 PS 638286V Parish of Mulgrave

Valuation Details

Current level of Value Date: 01-Jan-2021
Valuation Date operative for Rating purposes: 01-Jul-2021

Capital Improved Value:	845,000
Site Value:	610,000
Net Annual Value:	42,250

This Council uses "Capital Improved Value" of the property for rating purposes.

Due Dates for Payment

1. **Arrears Rates & Charges & Arrears Legal -** Immediately - **PLEASE NOTE** If this certificate has Arrears Rates & Charges greater than $100.00 **or** any Arrears Legal then **the owner must contact** Maddock, Lonie & Chisholm Collections (ML+C Collection) on 03 9258 3847 to discuss this debt as further legal action may be pending and additional costs incurred.
2. **Legal/Bank fees/Interest raised current year -** Immediately.
3. **In Full -** 15 February 2022. If amount unpaid after this date refer to point 1 above.
4. **Four Instalments** – 30 September 2021, 30 November 2021, 28 February 2022 & 31 May 2022.
5. **Ten Instalments** – Commencing 1 September 2021 ending 1 June 2022.

Rates & Charges - Multiple assessments may apply (see below) for the year ending 30 June 2022

Assessment No. 1794700

Residential/Supplementary Rate		1,272.60
Fire Services Levy		163.85
Waste Service/Recycling Levy		42.00
Government Rebate-Pension		0.00
Council – COVID 19 Waiver		0.00
Pension Rebate (if applicable)		0.00
Fire Services Rebate-Pension		0.00
Arrears Rates & Charges	B/Fwd 01/07/2020	0.00
Arrears Legal	B/Fwd 01/07/2020	0.00
Interest raised current year on	Arrears Rates & Charges	0.00
Interest raised current year on	Overdue Instals/General/Supp Rates	0.00
Legal/Bank Fees		0.00
Payments		0.00
Overpayments		0.00
Refunds		0.00
BALANCE OWING	***Assessment No. 1794700***	***$1,478.45***

The Local Government Act 1989, Section 175, requires all arrears/interest/legal fees amounts to be paid in full immediately upon settlement.

Section 175 of the Local Government Act 1989 refers to the purchasers' responsibilities for payments upon becoming the owner of the land.

To confirm the amount payable please contact Customer Service on (03) 9518 3555. Please note, overdue amounts continue to accrue interest at 10.00% pa until payment in full is received by Council.

Notices, Orders, Outstanding or Potential Liability/Sub-divisional

A. Potential liability for rates under the Cultural and Recreational Land Act 1963:

- N/A

B. Potential liability for property to become rateable under Section 173 or 174A of the Local Government Act 1989:

- N/A

C. Outstanding monies required to be paid under Section 18 of the Subdivision Act 1988 or the Local Government Act 1958, 1989 or 2020:

- N/A

D. Monies owed under Section 227 of the Local Government Act 1989 or Section 119 of the Local Government Act 2020:

- N/A

E. Flood levels specified by Council:

- N/A

F. Any money owned in relation to the land under section 94(5) of the Electricity Industry Act 2000

- N/A

G. Other Information under Section 121 (4) of the Local Government Act 2020:

- A notice may be/has been served on the owner to clear a potential fire hazard non-compliance with this notice will result in a charge being levied. Council's Local Law No. 3 requires the owners of the land shall keep it free of vegetation and any other materials which are likely to constitute a fire hazard. Enquires to Local Laws on (03) 9518 3555.

IMPORTANT TO NOTE

- Verbal confirmation of any variation to this certificate **will not** be given after 11-Oct-2021. A new certificate **must be** applied for after this date.
- No liability will be accepted for verbal updates given or for any changes that occur after the issue date.
- In all cases Council recommends a new Certificate be applied for to have written updated information.
- Amounts shown as paid on this certificate may be subject to clearance by a Bank.
- Overdue amounts accrue interest on a daily basis at 10.00% pa.

I have received the sum of **$27.40** being the fee for this Certificate.

PLEASE NOTE: **The prescribed fee for a Land Information Certificate effective from 1 July 2021 is $27.40.**

PAYMENT OPTIONS:

Payment can be made direct to Council
by using the payment link and reference/s below:

https://www.monash.vic.gov.au/Services/Payments

Reference:1794700

Amount: $1,478.45

Total: $1,478.45

Or via BPay

Biller Code: 1826

Ref: **0001794700** $1,478.45

Via internet or phone banking

Margaret D Spowart

MARGARET SPOWART
Coordinator Customer Services

Reference No: 50950510-019-7

Landata
GPO Box 527
MELBOURNE VIC 3001

Property Clearance Certificate

Taxation Administration Act 1997

STATE REVENUE OFFICE VICTORIA

INFOTRACK / ALLIED CONVEYANCING SERVICES

Your Reference:	21-1087
Certificate No:	48133580
Issue Date:	16 JUL 2021
Enquiries:	AXH7

Land Address: UNIT 2, 17 CASSINIA AVENUE ASHWOOD VIC 3147

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38187901	2	638286			$1,975.00

Vendor: DIMITRA MILONAS & MARINI MILONAS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR MARINI MILONAS	2021	$800,000	$1,975.00	$0.00	$1,975.00

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:	$830,000
SITE VALUE:	$800,000
AMOUNT PAYABLE:	**$1,975.00**

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

Certificate No: 48133580

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 = $1,975.00

Taxable Value = $800,000

Calculated as $975 plus ($800,000 - $600,000) multiplied by 0.500 cents.

Property Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 48133580

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 48133580

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Allied Conveyancing Services C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 4569

NO PROPOSALS. As at the 8th July 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 2 17 CASSINIA AVENUE, ASHWOOD 3147
CITY OF MONASH

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

Date of issue: 8th July 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 50950510 - 50950510101535 '4569'

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

8th July 2021

Allied Conveyancing Services C/- InfoTrack C/- LAN
LANDATA

Dear Allied Conveyancing Services C/- InfoTrack C/- LAN,

RE: Application for Water Information Statement

Property Address:	2/17 CASSINIA AVENUE ASHWOOD 3147
Applicant	Allied Conveyancing Services C/- InfoTrack C/- LAN LANDATA
Information Statement	30618493
Conveyancing Account Number	7959580000
Your Reference	4569

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

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

Yarra Valley Water Property Information Statement

Property Address	2/17 CASSINIA AVENUE ASHWOOD 3147

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Encumbrance

Property Address	2/17 CASSINIA AVENUE ASHWOOD 3147

STATEMENT UNDER SECTION 158 WATER ACT 1989

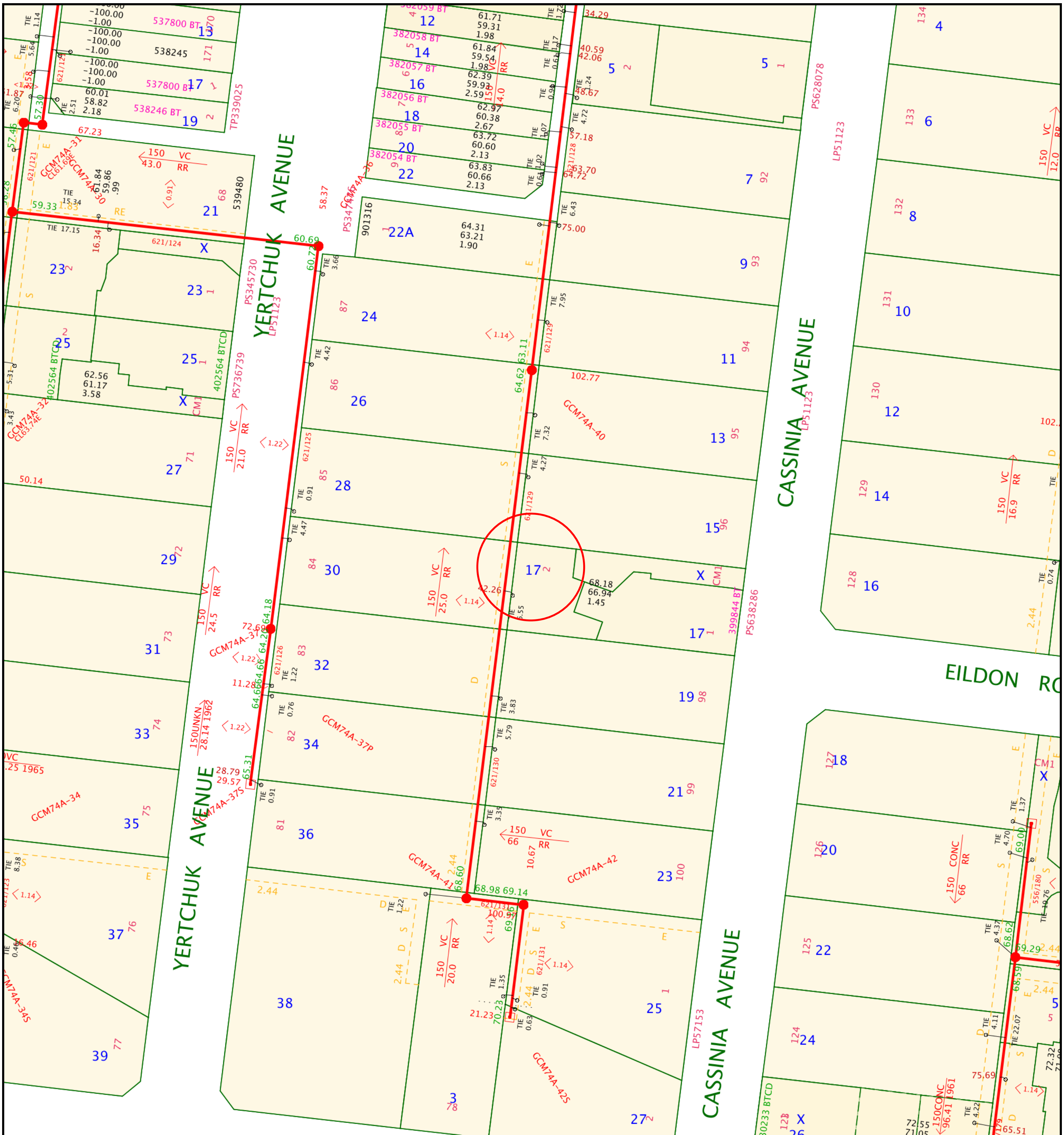
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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.



Yarra Valley Water

Information Statement Number: 30618493

Address	2/17 CASSINIA AVENUE ASHWOOD 3147
Date	08/07/2021
Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

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

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

Yarra Valley Water

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

Allied Conveyancing Services C/- InfoTrack C/- LAN
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7003100000
Rate Certificate No: 30618493

Date of Issue: 08/07/2021
Your Ref: 4569

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 2/17 CASSINIA AVE, ASHWOOD VIC 3147	2\PS638286	1769797	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2021 to 30-09-2021	$19.71	$19.71
Residential Water Usage Charge *Step 1 – 21.000000kL x $2.64460000 = $54.93* *Step 1 – 0.000000kL x $2.47490000 = $0.57* Estimated Average Daily Usage $0.61	01-04-2021 to 01-07-2021	$55.50	$55.50
Residential Sewer Service Charge	01-07-2021 to 30-09-2021	$112.57	$112.57
Residential Sewer Usage Charge *21.000000kL x 0.924797 = 19.420732 x 0.900000 = 17.286586 x $1.14260000 = $19.75* *21.000000kL x 0.924797 = 19.420732 x 0.900000 = 0.192073 x $1.14260000 = $0.22* Estimated Average Daily Usage $0.22	01-04-2021 to 01-07-2021	$19.97	$19.97
Parks Fee	01-07-2021 to 30-06-2022	$80.20	$80.20
Drainage Fee	01-07-2021 to 30-09-2021	$26.61	$26.61
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$314.56
		Total Due	$314.56

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 $100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers 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
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

Property No: 1769797

Address: UNIT 2/17 CASSINIA AVE, ASHWOOD VIC 3147

Water Information Statement Number: 30618493

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 70031000007

Mail a Cheque with the Remittance Advice below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount Paid		**Date Paid**		**Receipt Number**	

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1769797

Address: UNIT 2/17 CASSINIA AVE, ASHWOOD VIC 3147

Water Information Statement Number: 30618493

Cheque Amount: $

OWNERS CORPORATION CERTIFICATE

issued pursuant to s.151 Owners Corporations Act 2006

This certificate is issued in respect to:

Owners Corporation No. 638286V

Subject property address : 17 CASSINIA AVENUE, ASHWOOD

Lot No. 2.

2 LOT SUB ÷ NO INSURANCE SHARED.

(1)	CURRENT FEES	$______ PER ☐ QUARTER ☐ YEAR
(2)	PAID UP TO	__/__/__
(3)	TOTAL OF ANY UNPAID FEES OR CHARGES	$______
(4)	AMOUNT OF ANY SPECIAL FEES OR LEVIES WHICH HAVE BEEN STRUCK	$______ PAYABLE __/__/__
(5)	DETAILS OF ANY REPAIRS OR MAINTENANCE OR OTHER WORK WHICH HAS BEEN, OR IS ABOUT TO BE, PERFORMED WHICH MAY INCUR ADDITIONAL CHARGES	
(6)	**OWNERS CORPORATION INSURANCE PARTICULARS:**	
	NAME OF INSURANCE COMPANY	
	POLICY NUMBER	
	TYPE OF POLICY	
	BUILDINGS COVERED	
	BUILDING INSURANCE AMOUNT	
	PUBLIC LIABILITY AMOUNT	
	DATE FOR RENEWAL	__/__/__
(7)	IF THE OWNERS CORPORATION HAS RESOLVED THAT ITS MEMBERS MAY ARRANGE THEIR OWN INSURANCE UNDER s.63, DATE OF THAT RESOLUTION	__/__/__
(8)	TOTAL FUNDS HELD BY THE OWNERS CORPORATION	$______
(9)	DETAILS OF LIABILITIES ADDITIONAL TO THE LIABILITIES LISTED IN (1) TO (4) ABOVE	$______
(10)	DETAILS OF ANY CURRENT CONTRACTS, LEASES, LICENCES OR AGREEMENTS AFFECTING THE COMMON PROPERTY	
(11)	DETAILS OF ANY CURRENT AGREEMENTS TO PROVIDE SERVICES TO LOT OWNERS, OCCUPIERS OR THE PUBLIC	
(12)	DETAILS OF ANY NOTICES OR ORDERS SERVED ON THE OWNERS CORPORATION IN THE LAST 12 MONTHS THAT HAVE NOT BEEN SATISFIED	
(13)	DETAILS OF ANY LEGAL PROCEEDINGS TO WHICH THE OWNERS COPORATION IS A PARTY AND ANY CIRCUMSTANCES OF WHICH THE OWNERS CORPORATION IS AWARE WHICH MAY GIVE RISE TO ANY PROCEEDINGS	

(14) IF THE OWNERS CORPORATION HAS APPOINTED, OR HAS RESOLVED TO APPOINT, A MANAGER AND, IF SO, THE NAME AND ADDRESS OF THE MANAGER ______________________

(15) IF AN ADMINISTRATOR HAS BEEN APPOINTED FOR THE OWNERS CORPORATION, OR WHETHER THERE HAS BEEN A PROPOSAL FOR THE APPOINTMENT OF AN ADMINISTRATOR, THE NAME AND ADDRESS OF THE ADMINISTRATOR ______________________

THIS CERTIFICATE MUST BE SUPPORTED BY THE FOLLOWING DOCUMENTS:

☐ A COPY OF THE OWNERS CORPORATION RULES (IF EXISTING)

☐ A COPY OF ANY PRESCRIBED INFORMATION STATEMENT (IF SEPARATELY PROVIDED BY THE OWNERS CORPORATION)

☐ A COPY OF ALL RESOLUTIONS MADE AT THE LAST ANNUAL GENERAL MEETING (IF CONDUCTED)

IF THE OWNERS CORPORATION HAS NOT MET, ATTACH A SHEET RECITING THAT THE OWNERS CORPORATION IS OPERATIVE AND DOES NOT MEET OR IS YET TO MEET

COMMON SEAL OF THE OWNERS CORPORATION WAS AFFIXED IN THE PRESENCE OF:

SEAL

SIGNED	______	SIGNED	______
NAME	______	NAME	______
ADDRESS	______	ADDRESS	______
	______		______
CAPACITY	______	CAPACITY	______

OR

SIGNED ON BEHALF OF THE OWNERS CORPORATION BY

NAME Allied Conveyancing on behalf of vendor

CAPACITY ______________________

PURSUANT TO AN INSTRUMENT OF DELEGATION MADE BY THE OWNERS CORPORATION ON __/__/__ IN ACCORDANCE WITH s.11 OF THE OWNERS CORPORATION ACT.

DATED THE 14 **DAY OF** 7 **20**21.

FURTHER INFORMATION CAN BE OBTAINED BY AN INSPECTION OF THE OWNERS CORPORATION REGISTER

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the lot owners or professionally managed by an Owners Corporation manager. If an Owners Corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

If you are uncertain about any aspect of the Owners Corporation or the documents you have received from the Owners Corporation, you should seek expert advice.

MODEL RULES FOR AN OWNERS CORPORATION

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Management and administration

2.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

3. Use of common property

3.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

5.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6. Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

STANDARD RULES FOR A BODY CORPORATE

Use of common property and lots

A member must not, and must ensure that the occupier of the member's lot does not -

(a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;

(b) park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the body corporate;

(c) use or permit a lot affected by the body corporate to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member;

(d) make or permit to be made any undue noise in or about the common property or any lot affected by the body corporate;

(e) make or permit to be made noise from music or machinery which can be heard outside the owner's lot between the hours of midnight and 8.00 a.m.;

(f) keep any animal on the common property after being given notice by the body corporate to remove the animal after the body corporate has resolved that the animal is causing a nuisance.

Land	2/17 Cassinia Avenue, Ashwood VIC 3147

ALLIED CONVEYANCING SERVICES PTY LTD

Licensed Conveyancers

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