



2D Conveyancing Pty Ltd

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A: 333 Drummond Street, Carlton VIC 3053

Contract of sale of real estate

Vendor: Cherie Marie Pistikakis

Property: Unit 2/138 Ayr Street, Doncaster 3108

CONTRACT OF SALE OF REAL ESTATE

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

Property address: Unit 2/138 Ayr Street, Doncaster 3108

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

The terms of this contract are contained in the:

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

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

EXCEPTIONS

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

- you bought the property at or within three clear business days **before or after** a publicly advertised auction; or
- the property is used mainly for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used mainly for farming; or
- you and the vendor 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.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER _____ on / / 2023

Print name of person signing _____

State nature of authority if applicable (eg 'director', 'attorney under power of attorney') _____

This offer will lapse unless accepted within _____ clear business days (three clear business days if none specified).

SIGNED BY THE VENDOR _____ on / / 2023

Print name of person signing Cherie Marie Pistikakis _____

State nature of authority if applicable (eg '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 estate agent: OBrien Real Estate Agents Blackburn of 98 South Parade, Blackburn, VIC 3130.
Telephone: (03) 9894 2044. Reference: Anthony Molinaro.
Email: anthony.molinaro@obrienrealestate.com.au.

Vendor: Cherie Marie Pistikakis of Unit 2/138 Ayr Street, Doncaster, VIC 3108.

Vendor's conveyancer: 2D Conveyancing, 333 Drummond Street, Carlton VIC 3053. Reference: Dora Drakopoulos. Mobile: 0411 675 795. Email: dora@2dconveyancing.com.au

Purchaser:

**Purchaser's legal
practitioner or
conveyancer:**

Firm:
Address:
Telephone:
Email:

**Land (general
conditions 3 and 9):**

The land is lot 2 on plan PS743522Y being the land described in certificate of title volume 11690 folio 645. Copies of the title and the plan are attached to the Vendor's Statement.

The land includes all improvements and fixtures.

Property address:

The address of the land is Unit 2/138 Ayr Street, Doncaster.

**Goods sold with the
land (general
condition 2.3(f)) (list or
attach schedule):**

All fixed floor coverings, window furnishings, light fittings, dishwasher, fridge and washing machine.

**Payment (general
condition 11):**

Price

\$

Deposit

\$

by / / 2023
(of which \$ has been paid)

Balance

\$

payable at settlement

GST (general condition 13)

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

Not applicable

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

Not applicable

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

Not applicable

Settlement (general condition 10)

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

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

Lease (general condition 1.1)

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

Not applicable

Terms contract (general condition 23)

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

Not applicable

Loan (general condition 14)

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

Lender:

Loan amount: \$

Approval date:

Special conditions

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

Special conditions

If the contract is subject to '**special conditions**' then particulars of the special conditions are set out on the following pages.

Electronic conveyancing

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 20 applies if the box is marked '**ec**'.

ec

GST Withholding

Is the purchaser required to pay a GST Amount to the Australian Taxation Office under section 14-250 of Schedule 1 to the TA Act?

No - the property is not 'new residential premises'

GST Amount not payable by purchaser

- 1.1 If the 'GST Withholding' box above indicates that the purchaser is **not** required to pay a GST Amount, then:
- (a) the vendor warrants that, at settlement, it will not be supplying new residential premises or potential residential land requiring payment of a GST Amount by the purchaser to the Australian Taxation Office under section 14-250 of Schedule 1 to the TA Act; and
 - (b) the vendor will be taken to have complied with its obligations to provide notice to the purchaser under section 14-255 of Schedule 1 to the TA Act (if any).

CONTRACT OF SALE OF REAL ESTATE - SPECIAL CONDITIONS

1 Definitions and interpretation

1.1 Definitions

In this contract:

Administrative Notice means an administrative notice under the **Transfer of Land Act 1958 (Vic)**.

Contamination means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance in, on, under or migrating to or from the property which renders the property or its produce:

- (a) noxious or poisonous;
- (b) harmful or potentially harmful to the health or welfare of human beings;
- (c) poisonous, harmful or potentially harmful to animals, birds or wildlife;
- (d) poisonous, harmful or potentially harmful to plants or vegetation;
- (e) obnoxious or unduly offensive to the senses of human beings; or
- (f) detrimental to any beneficial use made of the property.

DOL Form means the all-in-one digital duties online form, or any other form which may be required by the State Revenue Office of Victoria for property transfers in Victoria.

Duties Act means the **Duties Act 2000 (Vic)**.

Duties Settlement Statement means the document that is generated once the DOL Form has been completed and signed by the vendor and the purchaser, which document contains a form ID and all of the information from the forms completed that is required for duty assessment.

ECNL means the Electronic Conveyancing National Law as adopted or implemented in the **Electronic Conveyancing (Adoption of National Law) Act 2013 (Vic)**, as amended from time to time.

eCT means an electronic certificate of title acceptable to the relevant titles office.

eCT Control means the person that has control of an eCT as shown on a folio of the register of land kept under section 27 of the **Transfer of Land Act 1958 (Vic)**.

ELN means the electronic lodgement network as defined in the ECNL.

Electronic Workspace means a shared electronic workspace generated by the ELN.

Environmental and Planning Law means:

- (a) all planning, land use, heritage, water catchment, building, public and occupational health and safety or noxious trades, environmental, noise, development, health, contamination, radiation, waste disposal, and land management laws and all laws relating to Hazardous Materials;
- (b) all conditions of all consents, licences, permissions or permits issued under any of the laws referred to in paragraph (a); and
- (c) all regulations and orders, notices, directions or requirements of any Government Authority made or issued under any of the laws referred to in paragraph (a).

Foreign Acquisitions Legislation means the **Foreign Acquisitions and Takeovers Act 1975 (Cth)** and any regulations made under that Act.

Foreign Person has the meaning given to that expression in the Foreign Acquisitions Legislation.

Government Authority means any government department, local council, government or statutory authority, public or private utility or other public or private body, that has a right to impose a requirement (including a requirement that its consent be obtained) or charge a fee in connection with the property.

GST Amount means the amount which the purchaser must pay to the Australian Taxation Office under section 14-250 of Schedule 1 to the **TA Act** as set out in the particulars of sale or otherwise advised by the vendor prior to settlement.

Hazardous Materials means:

- (a) any Contamination;
- (b) any substance, gas, liquid, chemical, mineral or other physical or biological matter that is or may become toxic, flammable, inflammable or that is otherwise harmful to the environment or any life

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- form or that may cause pollution, contamination or any hazard or increase in toxicity in the environment or may leak or discharge or otherwise cause damage to any person, property or the environment;
- (c) any item, substance or article that is either prescribed as dangerous goods within the meaning of the **Dangerous Goods Act 1985 (Vic)** or is capable of constituting a risk, threat or menace to persons or property; or
 - (d) any materials or compounds controlled, prohibited or regulated from time to time by any Environmental and Planning Law.

Insolvency Event means:

- (a) in the case of an individual:
 - (i) the committing of an act of bankruptcy in respect of the individual within the meaning of section 40 of the **Bankruptcy Act 1966 (Cth)**;
 - (ii) the signing of an authority by the individual under Part X of the **Bankruptcy Act 1966 (Cth)**; or
 - (iii) the making of a sequestration order in respect of the estate of the individual within the meaning of the **Bankruptcy Act 1966 (Cth)**;
- (b) in the case of a corporation:
 - (i) the appointment of a controller to the property of the corporation;
 - (ii) the appointment of an administrator in respect of the company;
 - (iii) the company failing to comply with a statutory demand within the period for compliance;
 - (iv) the making of a winding up order by a court in respect of the corporation; or
 - (v) the passing of a resolution for winding up under Part 5.5 of the **Corporations Act 2001 (Cth)**; and
- (c) in respect of a Part 5.7 body, the commencement of a winding up under Part 5.7 of the **Corporations Act 2001 (Cth)** in respect of that body.

Loss includes any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent.

Subscriber has the meaning given in the ECNL.

TA Act means the **Taxation Administration Act 1953 (Cth)**.

1.2 Interpretation

In this contract, headings are inserted for convenience only and do not affect the interpretation of this contract and unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes all other genders;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example' or 'such as' or similar expressions;
- (e) a reference to a document or instrument, including this contract, includes all of its clauses, paragraphs, recitals, parts, schedules and annexures and includes the document or instrument as amended, varied, novated, supplemented or replaced from time to time;
- (f) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) a reference to a party is to a party to this contract and includes the party's successors and permitted transferees and assigns and, if party is an individual, includes executors and personal legal representatives;
- (h) a reference to a person includes an individual, a partnership, a corporation or other corporate body, a joint venture, a firm, a trust, an association (whether incorporated or not), a government and a Government Authority;

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- (i) If a party to this contract consists of two or more persons, the liability of those persons under this contract is a joint liability of all those persons or any combination of them and a several liability of each of them.
 - (j) no provision of this contract will be construed to the disadvantage of a party merely because that party was responsible for the preparation of the contract or the inclusion of the provision in the contract;
 - (k) all monetary amounts are in Australian dollars, unless otherwise stated and a reference to payment means payment in Australian dollars;
 - (l) if the day on or by which something must be done falls on a Saturday, Sunday or bank holiday in Victoria, that thing must be done on the next business day;
 - (m) a right includes a benefit, remedy, discretion, authority or power;
 - (n) a reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (o) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of a warranty or representation; and
 - (p) a reference to law means common law, principles of equity and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them and consolidations, amendments, re-enactments or replacements of any of them).

2 Payment

General condition 11 is replaced with the following

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

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

11.4 Payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

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- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force

3 Acceptance of title

General condition 12.4 is added:

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

4 Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is 'plus GST' or under general condition 13.1(a), (b) or (c)),

the vendor will issue a tax invoice for the supply when the amount of GST on the supply is received.

5 Adjustments

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

6 Foreign resident capital gains withholding

General condition 15A is added

15A. Foreign resident capital gains withholding

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the **TA Act** have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the **TA Act**. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the **TA Act** ('the amount') because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ('representative') to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

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- (a) pay, or ensure payment of the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the **TA Act** must be given to the purchaser at least five business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the **TA Act**. The information must be provided within five business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.
- 7 Service**
- General condition 17 is replaced with the following:
17. Service
- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
- (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in the contract.

8 Notices

General condition 21 is replaced with the following:

21. Notices

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

9 GST Withholding

9.1 Definitions

Words defined or used in Subdivision 14-E of Schedule 1 to the **TA Act** or in **A New Tax System (Goods and Services Tax) Act 1999 (Cth)** have the same meaning in this contract unless the context requires otherwise.

9.2 Vendor's notice

- (a) The purchaser acknowledges that completion of the 'GST Withholding' section of the particulars of sale (or provision of the further information referred to in the particulars of sale prior to settlement) by or on behalf of the vendor constitutes valid notice from the vendor in satisfaction of the vendor's obligations under section 14-255 of Schedule 1 to the TA Act (**GST Notice**).
- (b) The vendor warrants that the GST Notice is accurate to the best of the vendor's knowledge.

9.3 Purchaser's obligations

If the purchaser is required to pay a GST Amount in accordance with section 14-250 of Schedule 1 to the TA Act, the purchaser must:

- (a) withhold any GST Amount from the vendor's entitlement to:
 - (i) the balance at settlement; or
 - (ii) the payment of the first instalment of the balance (after payment of the deposit),as the case may be.
- (b) obtain any reference number and complete or lodge any notification forms, returns or other documents required by the Commissioner to enable payment of the GST Amount;
- (c) provide the information or copies of the forms referred to in special condition 10.3(b) to the vendor prior to or at settlement;
- (d) pay the GST Amount in accordance with special condition 9.5 or 9.6; and
- (e) provide the vendor with any additional information or documents the vendor may require to prepare the GST Notice, remit the GST Amount or claim a refund or credit in respect of the GST Amount.

9.4 Tenants in common

If the purchaser is comprised of two or more persons who will hold the property as tenants in common, then:

- (a) any GST Amount stated in the GST Notice is to be apportioned between them and paid by them in the same proportions in which they are buying the property; and
- (b) each purchaser acknowledges receipt of the GST Notice.

9.5 Payment of GST Amount through ELN

If settlement takes place through the ELN or any other electronic conveyancing system agreed by the parties, the purchaser must instruct its Subscriber to include the GST Amount in the settlement statement requiring payment to the Commissioner in respect of this transaction.

9.6 Payment of GST Amount by bank cheque

If settlement is conducted by means other than through the ELN or any other electronic conveyancing system, then:

- (a) the purchaser must give to the vendor at settlement:

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- (i) a cheque drawn on an authorised deposit-taking institution for the GST Amount made payable to the 'Deputy Commissioner of Taxation'; and
 - (ii) any information or document referred to in special condition 9.3(b) to enable payment of the GST Amount by the vendor; and
 - (b) the vendor must deposit the bank cheque to the credit of the Commissioner' designated bank account on the settlement date or within any further period allowed by the Commissioner.
- 9.7 Penalties**
- The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the GST Amount unless the penalties or interest arise from the vendor's failure or delay including a breach of the warranty in special condition 9.2(b).
- 9.8 No merger**
- This special condition will not merge on settlement.
- 9.9 Effect on general condition 13**
- The purchaser will not be required to make payment of GST to the vendor under general condition 13 to the extent that it has paid the GST Amount in accordance with special condition 9.5 or 9.6.
- 10 Purchaser's acknowledgements and limitations**
- The purchaser acknowledges and agrees that, except as expressly set out in this contract:
- (a) the purchaser does not rely on any warranty or representation made by the vendor or any person on behalf of the vendor;
 - (b) the purchaser has relied entirely on the purchaser's own enquiries relating to, and inspection of, the property including, but not limited to, the potential use of the property and any services to and on the property; and
 - (c) the property and the goods are sold in their present condition and state of repair with any faults and defects, both latent and patent, and the vendor is not required to make any alteration or repair to the property or the goods.
- 11 Planning**
- The purchaser buys the land subject to any restrictions imposed by any relevant planning legislation, regulations or schemes.
- 12 Defects**
- 12.1** The purchaser must not require the vendor to make good any existing damage to, or defects in, any improvements on the property or to comply with any existing notices or orders relating to the property or to meet or contribute to the cost of complying with any existing notices or orders.
- 12.2** The purchaser acknowledges and agrees that the following do not constitute a defect in the vendor's title:
- (a) if any improvements on the property fail to comply with any planning or building legislation, regulations, by-laws or any planning permit; or
 - (b) if no guarantee exists under any relevant building or other legislation, regulations or by-laws in respect of the improvements.
- 12.3** The purchaser must not make any requisition or objection or claim any compensation in relation to any of the matters referred to in this special condition.
- 13 Liability arising from Hazardous Materials**
- 13.1 Release**
- The purchaser releases the vendor from, and agrees that the vendor is not liable for, any Loss arising from, or in connection with, the presence in, on, under or migrating to or from the property of any Hazardous Materials.
- 13.2 Indemnity**
- The purchaser is liable for and indemnifies the vendor for any Loss arising from, or in connection with, the presence in, on, under or migrating to or from the property of any Hazardous Materials.

14 Foreign Acquisitions Legislation

14.1 Warranty

If the purchaser is a Foreign Person and the acquisition of the property is subject to the Foreign Acquisitions Legislation, the purchaser warrants to the vendor that the purchaser has received confirmation of;

- (a) no objection to the acquisition of the property; or
- (b) approval of the acquisition of the property,

under the Foreign Acquisitions Legislation.

14.2 Indemnity

The purchaser must indemnify and compensate the vendor for any Loss which the vendor incurs as a result of:

- (a) the warranty in special condition 14.1 not being true and accurate; or
- (b) any breach by the purchaser of the Foreign Acquisitions Legislation.

15 Nomination

If the purchaser nominates a substitute or additional transferee under general condition 18, the notice of nomination must include:

- (a) a warranty by the nominee that the provisions of the Foreign Acquisitions Legislation do not require the nominee to obtain acquire the property from the vendor; or
- (b) a warranty by the nominee that, if the provisions of the Foreign Acquisitions Legislation require the nominee to obtain consent to acquire the property from the vendor, this consent has been obtained; and
- (c) a copy of any consent; and
- (d) an indemnity in favour of the vendor in respect of any Loss which the vendor may incur as a consequence of the vendor having relied on the nominee's warranty.

16 Duties Act and stamp duty

16.1 The purchaser must:

- (a) pay all stamp duties (including penalties and fines) which are payable in connection with this contract; and
- (b) indemnify the vendor against any liability which results from the fault, delay or omission to pay those duties or failure to make proper disclosures in connection with the Duties Act or to any officer under that act.

16.2 If there is more than one purchaser, it is the purchasers' responsibility to ensure that this contract correctly records, at the day of sale, the proportions in which they are buying the property.

16.3 If the proportions recorded in the transfer of land differ from those recorded in this contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

16.4 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's lawyers against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer of land differing from those recorded in this contract.

16.5 This special condition will not merge on settlement.

17 Delivery of transfer and DOL Form by purchaser

17.1 The purchaser must:

- (a) deliver the transfer in accordance with general condition 6, and
- (b) no later than 10 days before the due date for settlement:
 - (i) enter all data and information required to be entered by the purchaser in the DOL Form that it is invited by the vendor to complete;
 - (ii) sign and submit the DOL Form completed in accordance with special condition 17.1(b) to the vendor;
 - (iii) do any other things required to enable the vendor to produce a Duties Settlement Statement.

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- 17.2 If the purchaser fails to comply with special condition 17.1, then without limiting the vendor's other rights:
- (a) the vendor will not be obliged to complete this contract on the date for payment of the balance but rather on the date which is 10 days after the date the purchaser complies with special condition 17.1; and
 - (b) the purchaser will be deemed to have made default in payment of the balance and must pay interest from the date for payment of the balance until the date which is 10 days after the date the purchaser complies with special condition 17.1.

18 Deposit

Subject to the **Sale of Land Act 1962 (Vic)**, the vendor and the purchaser direct that the deposit must be held by the vendor's lawyers as stakeholder who are authorised, but not obliged, to hold the deposit in an interest bearing trust account or an interest bearing trust account term deposit until released under general condition 12.

19 Settlement

- 19.1 Settlement must take place no later than 3:00 pm on the date for settlement failing which settlement will be deemed to take place on the next Business Day.
- 19.2 Unless special condition 20 applies, settlement will take place at the office of the vendor's lawyers or at such other place as the vendor directs.
- 19.3 If the certificate of title is an eCT, the vendor will ensure that before settlement the eCT Control lodges an Administrative Notice nominating the eCT to a paper instrument or otherwise in the manner required to enable settlement to occur.
- 19.4 If settlement takes place after 3.00pm on the date for settlement, the purchaser is taken to be in default of the balance until the next business day and the vendor will be entitled to interest on the balance in accordance with general condition 26.

20 Electronic conveyancing

- 20.1 Special condition 20 applies if the particulars of sale specify, or after the day of sale the parties agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically.
- 20.2 This special condition has priority over any other provision to the extent of any inconsistency.
- 20.3 Each party must:
- (a) conduct settlement and lodgement in accordance with the ECNL;
 - (b) be (or engage a representative who is) a Subscriber; and
 - (c) ensure that all persons for whom it is responsible and who are associated with the transaction the subject of this contract are (or engage representatives who are) Subscribers.
- 20.4 As soon as reasonably practicable after the day of sale or the date on which the parties reach agreement under special condition 20.1, as the case may be, the vendor must:
- (a) open an Electronic Workspace; and
 - (b) give written notice to the purchaser of the time on the date for settlement at which the Electronic Workspace will be locked.
- 20.5 Settlement occurs when the Electronic Workspace records that:
- (a) the exchange of money between financial institutions in accordance with the instructions of the parties has occurred; and
 - (b) if there is no exchange of money required, the documents necessary to enable the purchaser to become the registered proprietor of the land have been accepted for electronic lodgement.
- 20.6 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 20.7 Before settlement, the vendor must:
- (a) deliver any keys, security devices and codes to the vendor's estate agent;
 - (b) direct the estate agent to give the keys to the purchaser or their nominee on notification of settlement by the ELN;

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- (c) deliver all other physical documents and items (other than goods sold with the land) to which the purchaser is entitled at settlement to the vendor's Subscriber with instructions to give those documents and items to the purchaser or its nominee on notification of settlement by the ELN.

21 Withdrawal from electronic conveyancing

- 21.1 If a party reasonably considers that settlement and lodgement can no longer be conducted electronically, it must immediately give written notice to the other party to that effect supported by reasons.
- 21.2 A notice given under special condition 21.1 must be given at least five clear Business Days of the date for settlement unless the settlement cannot proceed electronically because:
 - (a) the transaction is excluded from being completed electronically by the ECNL;
 - (b) either party's appointed Subscriber cannot complete the settlement due to a genuine and unforeseen circumstance outside of their reasonable control which has arisen in the period commencing within five business days of the date for settlement; or
 - (c) if by reason of electronic, computer or other system failure of the ELN, settlement does not occur electronically on the date for settlement,in which case notice must be given immediately on either party becoming aware of the circumstance.
- 21.3 If a party serves notice under special condition 21.1 or 21.2, the parties must do everything reasonably necessary to effect settlement:
 - (a) in the case of a notice given under special condition 21.2(b) or 21.2(c), electronically as soon as possible following the resolution of the circumstance or failure; or
 - (b) in all other cases, or at the option of either party, as a paper based settlement in accordance with special condition 19 on the date for settlement or as soon as possible thereafter.
- 21.4 Without limiting any other rights of the vendor under or arising out of the contract or otherwise at law, if a notice is given by the purchaser under special condition 21, the purchaser must pay all costs reasonably incurred by the vendor including any costs incurred:
 - (a) as a result of settlement being delayed; or
 - (b) in connection with arranging a paper based settlement (including legal costs and the cost of converting any eCT to a paper title).
- 21.5 The purchaser may not make any claim against the vendor for any Loss resulting from:
 - (a) the withdrawal from electronic conveyancing for any reason; or
 - (b) settlement being delayed for any reason set out at special condition 21.

22 Depreciation

- 22.1 For the purposes of the **Income Tax Assessment Act 1997 (Cth)**, the value of the goods (if any) and of any other fixtures included in this sale is deemed to be the depreciated value of each item in the books of account of the vendor at the day of sale.
- 22.2 The depreciated value will be determined in accordance with the **Income Tax Assessment Act 1997 (Cth)** and if any item is fully depreciated or otherwise written off or fully deducted for the purposes of the **Income Tax Assessment Act 1997 (Cth)**, the consideration for the item will be \$1.

23 Guarantee by directors

- 23.1 General condition 20 does not apply to this contract.
- 23.2 If the purchaser is a company not listed on the Australian Securities Exchange (unless the purchaser is a subsidiary of a listed company in which case special condition 23.3 will apply), the purchaser must, at its expense and within seven days of the day of sale, procure and deliver to the vendor's lawyers a joint and several guarantee in the form of the document annexed.
- 23.3 If the purchaser is a subsidiary of a company listed on the Australian Securities Exchange, the purchaser must, at its expense and within seven days of the day of sale, procure and deliver to the vendor's lawyers a guarantee from the listed company in the form of the document annexed.

24 Right of rescission

- 24.1 The purchaser warrants that it is not subject to any Insolvency Event and will not be at any time up to and including the date for settlement.

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- 24.2 Without limiting the vendor's rights under special condition 23, the vendor may rescind this contract without penalty if the purchaser (or if the purchaser consists of two or more persons, any of those persons) breaches the warranty given at 24.1.
- 24.3 The vendor may exercise its rights under special condition 24.2 by notice to the purchaser or the purchaser's representative
- 25 Confidentiality**
- The vendor and the purchaser must not disclose the contents or terms of this contract or any information obtained or received in connection with the negotiation of this contract to any person who is not a party to this contract, except to the extent that:
- (a) the other party consents to the disclosure;
 - (b) the disclosure is made on a confidential basis to that party's officers, employees, agents, financiers or professional advisers; or
 - (c) the disclosure is necessary in order to comply with any applicable law or an order of a court or tribunal.
- 26 Amendment**
- This contract may only be amended or varied in writing signed by each party.
- 27 Waiver**
- 27.1 No failure to exercise or delay in exercising any right given by or under this contract to a party constitutes a waiver and the party may still exercise that right in the future.
- 27.2 Waiver of any provision of this contract or a right created under it must be in writing signed by the party giving the waiver and is only effective to the extent set out in that written waiver.
- 28 Entire agreement**
- This contract constitutes the entire agreement between the parties about its subject matter and supersedes all previous communications, representations, understandings or agreements between the parties on the subject matter.
- 29 Severability**
- If any provision of this contract is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed from this contract without affecting the validity or enforceability of the remaining provisions of this contract.
- 30 No merger**
- Any provision of this contract which is capable of taking effect after settlement will not merge on settlement but rather will continue in full force and effect.
- 31 Further assurance**
- Each party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from the other party to effectively carry out and give full effect to this contract and the rights and obligations of the parties under it, both before and after settlement.
- 32 Sale by auction**
- 32.1 The property is offered for sale by public auction, subject to the vendor's reserve price.
- 32.2 The auction will be conducted in accordance with the rules in Schedule 1 of the **Sale of Land (Public Auctions) Regulations 2014 (Vic)**, a copy of which is annexed, or any rules prescribed by regulation which modify or replace those rules.

CONTRACT OF SALE OF REAL ESTATE - GENERAL CONDITIONS

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

TITLE

1 Encumbrances

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

2 Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

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

3 Identity of the land

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

- 3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4 Services

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

5 Consents

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

6 Transfer

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

7 Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives:
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- (a) that:
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

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- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register which the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay, as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8 Builder warranty insurance

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

9 General law land

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

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- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to the 'registered proprietor' is a reference to 'owner'.

MONEY

10 Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

11 Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12 Stakeholding

- 12.1 The deposit must be released to the vendor if:

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- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13 GST**
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.
- 14 Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and

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- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 15 Adjustments**
- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the date of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16 Time

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

17 Service

- 17.1 Any document sent by:
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by prepaid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'service' or any other expression is used.

18 Nominee

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

19 Liability of signatory

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

20 Guarantee

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

21 Notices

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

22 Inspection

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

23 Terms contract

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24 Loss or damage before settlement

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

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

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

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

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

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

25 Breach

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

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

DEFAULT

26 Interest

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

27 Default notice

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

28 Default not remedied

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

ANNEXURE

Guarantee and indemnity

1 Guarantee

The guarantors:

- (a) unconditionally and irrevocably guarantee the punctual payment to the vendor of all moneys payable by the purchaser to the vendor under this contract;
- (b) must, on demand, immediately pay to the vendor any amount payable by the purchaser to the vendor under this contract which is not paid by the purchaser on its due date; and
- (c) must, on demand by the vendor, promptly perform all of the obligations of the purchaser under this contract which the purchaser has not performed, whether or not the vendor has demanded performance by the purchaser.

2 Indemnity

The guarantors unconditionally and irrevocably indemnify the vendor for any claim against the vendor or any liability incurred by the vendor, directly or indirectly, if for any reason:

- (a) the purchaser does not promptly perform all of the obligations of the purchaser under this contract;
- (b) the purchaser exceeds its power in entering into this contract; or
- (c) the purchaser is subject to an insolvency event.

3 Guarantors to remain liable

The guarantors remain separately liable under this guarantee and indemnity if:

- (a) the purchaser:
 - (i) enters into any composition or scheme or deed of arrangement with creditors; or
 - (ii) enters into administration or liquidation or is de-registered, dissolved or wound-up;
- (b) the vendor cannot for any reason enforce this contract or any part of it against the purchaser;
- (c) the vendor for any reason has not exercised or does not exercise all or any one or more of the vendor's rights or powers;
- (d) the vendor grants any time or other indulgence or concession to the purchaser;
- (e) the vendor compounds, compromises, releases, abandons, waives, varies, relinquishes or renews any of the vendor's rights against the purchaser, or waives or varies or amends any provision of this contract, despite the liability of the guarantor being increased;
- (f) any part of the purchaser's liability to the vendor is satisfied by a payment that, whether because it is a preference or for any other reason, the vendor must pay back or otherwise lose the benefit of, to the extent of the repayment or benefit so lost; or
- (g) any other guarantor is no longer bound by the guarantee and indemnity in clauses 1 and 2.

4 No claims

Until the vendor has received all moneys payable by the purchaser to the vendor under this contract:

- (a) the guarantors are not entitled to prove in the liquidation or estate, as the case may be, of the purchaser in competition with the vendor; and
- (b) the guarantors are not entitled to claim the benefit of any security that the vendor may hold.

5 Acknowledgment

The guarantors each separately acknowledge and agree that:

- (a) it is a condition of the vendor entering into this contract that each guarantor gives the guarantee and indemnity in clauses 1 and 2;
- (b) he or she has received valuable consideration for giving the guarantee and indemnity in clauses 1 and 2;
- (c) he or she has not been induced to enter into this guarantee and indemnity because of any representation by or on behalf of the purchaser or the vendor; and
- (d) he or she has received legal advice or has had the opportunity to obtain legal advice in relation to the guarantee and indemnity in clauses 1 and 2.

DATED:

Guarantors:

..... of
..... of

SIGNED by
in the presence of :

.....
Signature of witness

.....
Name of witness (*please print*)

SIGNED by
in the presence of :

.....
Signature of witness

.....
Name of witness (*please print*)

EXECUTED by

ACN in accordance with
section 127 of the *Corporations Act 2001* (Cth) by
being signed by the following officers:

.....
Signature of director

.....
Signature of director / company secretary

.....
Name of director (*please print*)

.....
Name of director / company secretary (*please print*)

OR

.....
Signature of sole director and sole company
secretary

.....
Name of sole director and sole company secretary
(*please print*)

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

- 1 The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
- 2 The auctioneer may refuse any bid.
- 3 The auctioneer may determine the amount by which the bidding is to be advanced.
- 4 The auctioneer may withdraw the property from sale at any time.
- 5 The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
- 6 In the event of a dispute concerning a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
- 7 The auctioneer must not accept any bid or offer for a 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.
- 8 If a 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.

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Schedule 5 Sale of Land (Public Auctions) Regulations 2014

Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as **co-owners**.

Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if:

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendor. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say 'vendor bid' in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following:

- any person bidding for a vendor other than -
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners);
 - or a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that they made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

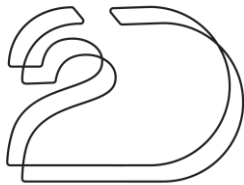
The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following website www.legislation.vic.gov.au under the title 'Victorian Law Today'.



2D Conveyancing Pty Ltd

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A: 333 Drummond Street, Carlton VIC 3053

Vendor's statement

Vendor: Cherie Marie Pistikakis

Property: Unit 2/138 Ayr Street, Doncaster 3108

Vendor's statement

Vendor's statement to the Purchaser of real estate under section 32 of the *Sale of Land Act 1962* (Vic)

Vendor: Cherie Marie Pistikakis

Property: Unit 2/138 Ayr Street, Doncaster 3108

In this statement:

Vendor and **Purchaser** include, where either the Vendor or the Purchaser is comprised of more than one person or company, any one or more of those persons or companies;

Certificate means a certificate or a copy issued by the relevant authority;

Contract means the contract between the Vendor and the Purchaser for the sale and purchase of the Property;

Due Date means the date for payment of the residue under the Contract; and

Settlement means the event on the happening of which the Purchaser becomes entitled to possession or to the rents and profits of the Property.

Important notice to Purchaser

The Vendor gives notice to the Purchaser that if the Purchaser fails to complete the purchase of the Property on the Due Date, the Vendor will or may suffer the following losses and incur the following expenses which the Purchaser must pay to the Vendor in addition to interest payable in accordance with the terms of the Contract:

- all costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on the bridging finance;
- interest payable by the Vendor under any existing mortgage over the Property calculated from the Due Date;
- accommodation expenses necessarily incurred by the Vendor;
- legal costs and expenses incurred by the Vendor; and
- penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

Vendor's statement

1 Mortgages

There are no mortgages (registered or unregistered) affecting the Property.

2 Easements, covenants or other similar restrictions

- (a) Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered) is set out in the attached copy of title (and any Certificate).
- (b) So far as the Vendor is aware, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction disclosed.

3 Planning

Information concerning planning is contained in the attached Certificate.

4 Road access

There is access to the Property by road.

5 Bushfire prone area

The Property is not in a designated bushfire prone area within the meaning of the regulations made under the *Building Act 1993* (Vic).

6 Outgoings

Information is contained in the attached Certificates concerning rates, taxes, charges or other similar outgoings (including owners corporation charges) affecting the Property and any interest payable on any part.

7 Statutory charges

There are no registered or unregistered statutory charges (other than rates or land tax) affecting the Property.

8 Services

The following services are not connected to the Property:

Not applicable – all services are connected.

The Purchaser should check with the appropriate authorities as to the availability (and cost) of providing any services not connected to the Property.

9 Building permits

Particulars of any building permits issued during the past seven years under the *Building Act 1993* (Vic) (required only where the Property includes a residence):

Particulars are contained in the attached Certificates.

10 Notice, order, declaration, report or recommendation

- (a) So far as the Vendor is aware, there are no notices, orders, declarations, reports or recommendations of a public authority or government department or approved proposals directly and currently affecting the Property. Please note that the Vendor has no means of knowing of the decisions of public authorities and government departments affecting the Property unless these have been communicated to the Vendor.
- (b) So far as the Vendor is aware, there are no notices, property management plans, reports or orders in respect of the Property 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. Please note that the Vendor has no means of knowing of the decisions of public authorities and government departments affecting the Property unless these have been communicated to the Vendor.
- (c) So far as the Vendor is aware, there is no notice of intention to acquire the Property served under section 6 of the *Land Acquisition and Compensation Act 1986* (Vic). Please note that the Vendor has no means of knowing of the decisions of public authorities and government departments affecting the Property unless these have been communicated to the Vendor.

11 Owners corporation

Attached is a copy of a current owners corporation certificate, with its required accompanying documents and statements, issued in respect of the Property in accordance with section 151 of the *Owners Corporations Act 2006* (Vic).

12 Title

Attached is a copy of the Register Search Statement relating to the Property and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

Vendor's statement

Signing page

Date of this statement:

.....

Signature of the Vendor(s)

.....

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any Contract. The Purchaser also acknowledges being given a copy of the due diligence checklist prescribed by the *Sale of Land Act 1962* (Vic).

Date of this acknowledgment:

.....

Signature of the Purchaser(s)

.....

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

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 the 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 ANY
DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION,
YOU SHOULD SEEK EXPERT ADVICE**

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

Page 1 of 1

VOLUME 11690 FOLIO 645

Security no : 124104327383Y
Produced 01/03/2023 02:13 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 743522Y.
PARENT TITLE Volume 11327 Folio 607
Created by instrument PS743522Y 12/07/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CHERIE MARIE PISTIKAKIS of 2/138 AYR STREET DONCASTER VIC 3108
AN710688N 04/04/2017

ENCUMBRANCES, CAVEATS AND NOTICES

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 PS743522Y FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 138 AYR STREET DONCASTER VIC 3108

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS743522Y

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

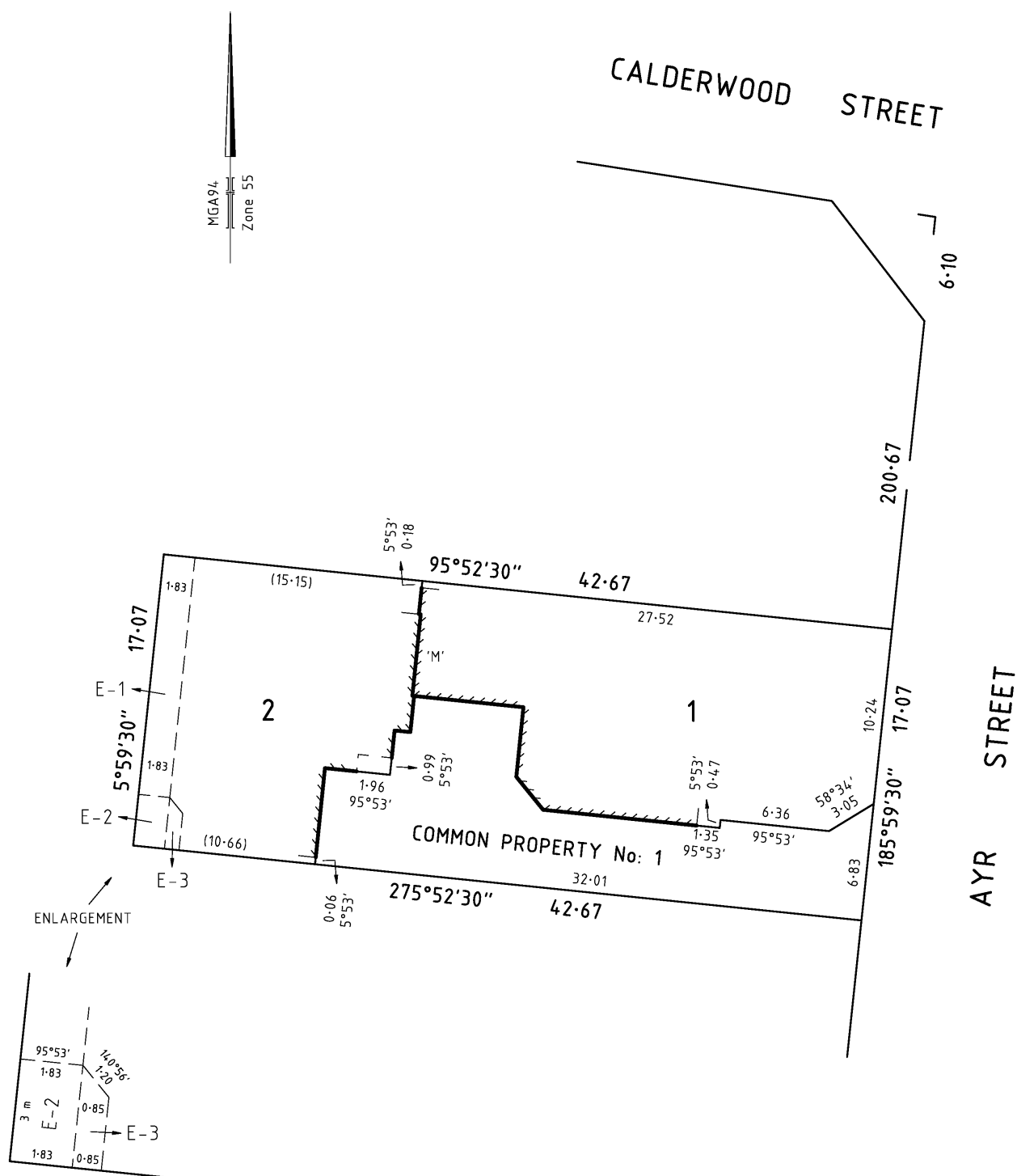
Document Type	Plan
Document Identification	PS743522Y
Number of Pages (excluding this cover sheet)	2
Document Assembled	01/03/2023 14:16

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PLAN OF SUBDIVISION		EDITION 1	PS 743522 Y	
LOCATION OF LAND Parish: Bulleen Township: ----- Section: ----- Crown Allotment: Part of Unwin's Crown Special Survey Crown Portion: ----- Title References: Vol 11327 Fol 607 Last Plan Reference: LP41476 (Lot 212) Postal Address: 138 Ayr Street DONCASTER 3108 MGA94 Co-ordinates: E 333005 N 5817325 Zone 55		Council Name: Manningham City Council Council Reference Number: SC15/007061 Planning Permit Reference: PL15/025558 SPEAR Reference Number: S073281S Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 Has not been made at Certification Digitally signed by: Simone Boyd for Manningham City Council on 11/05/2016		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
Identifier	Council/Body/Person	Staging This is is not a staged subdivision Planning permit No.		
NIL	NIL	Lots in this plan may be affected by one or more Owners Corporations. See Owners Corporation search report for details. Survey: This plan is / is not based on survey This is a SPEAR plan. This survey has been connected to Permanent Mark No(s): Bulleen PM 298. in Proclaimed Survey Area No: -----		
Depth Limitation: Does not apply Boundaries shown by thick continuous hatched lines are defined by buildings. Location of boundaries defined by buildings: Median: Boundaries shown 'M'. Exterior face: All other boundaries.				
EASEMENT INFORMATION				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easements and rights implied by Section 12(2) of the Subdivision Act 1988 apply to all the land in this plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1, E-2	DRAINAGE AND SEWERAGE	1.83	LP 41476	LOTS IN LP 41476
E-1, E-2	DRAINAGE	1.83	THIS PLAN	MANNINGHAM CITY COUNCIL
E-2, E-3	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER
MERIDIAN LAND SURVEYORS		Surveyors Ref: E 4138		Original sheet size: A3
PROVIDERS OF SPATIAL DATA SOLUTIONS 2B/266 BOLTON ST, ELTHAM 3095 Ph: (03) 9439 0070 Fax: (03) 8456 5990 www.meridiansurvey.com.au		Digitally signed by: Owen Michael Dabelstein (Meridian Land Surveyors Pty Ltd), Surveyor's Plan Version (03), 21/03/2016		Sheet 1 of 2 PLAN REGISTERED TIME: 3.37pm DATE: 17 / 7 / 2016 HEATH RICHARDS Assistant Registrar of Titles

**MERIDIAN LAND SURVEYORS**

2B/266 BOLTON ST, ELTHAM 3095
Ph: (03) 9439 0070 Fax: (03) 8456 5990
www.meridiansurvey.com.au

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size: A3

Sheet 2

Digitally signed by: Owen Michael Dabelstein (Meridian
Land Surveyors Pty Ltd),
Surveyor's Plan Version (03),
21/03/2016

Digitally signed by:
Manningham City Council,
11/05/2016,
SPEAR Ref: S073281S



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 01/03/2023 02:16:26 PM

OWNERS CORPORATION 1
PLAN NO. PS743522Y

The land in PS743522Y is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1, 2.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

138 AYR STREET DONCASTER VIC 3108

OC031118B 12/07/2016

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:

OC031118B 12/07/2016

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	50	50
Lot 2	50	50
Total	100.00	100.00

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: 01/03/2023 02:16:26 PM

OWNERS CORPORATION 1
PLAN NO. PS743522Y

Statement End.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

910989

APPLICANT'S NAME & ADDRESS

DORA DRAKOPOULOS C/- LANDATA
DOCKLANDS

VENDOR

PISTIKAKIS, CHERIE MARIE

PURCHASER

UNKNOWN

REFERENCE

DD23991 Pistikakis

This certificate is issued for:

LOT 2 PLAN PS743522 ALSO KNOWN AS 2/138 AYR STREET DONCASTER
MANNINGHAM CITY

The land is covered by the:

MANNINGHAM PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/manningham>)

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

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

01 March 2023

Sonya Kilkeny
Minister for Planning

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

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

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

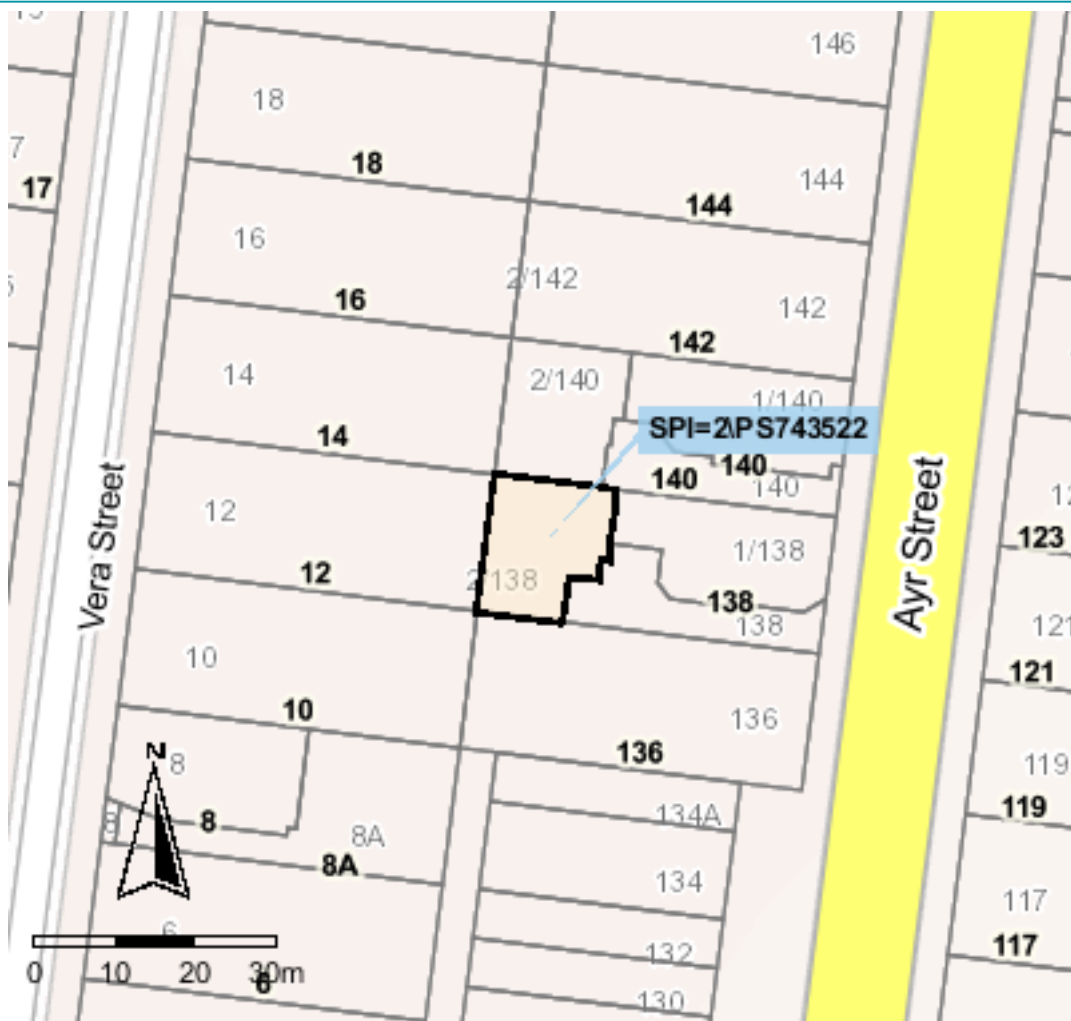
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PLANNING PROPERTY REPORT



State
Government

Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 01 March 2023 02:16 PM

PROPERTY DETAILS

Address: **2/138 AYR STREET DONCASTER 3108**

Lot and Plan Number: **Lot 2 PS743522**

Standard Parcel Identifier (SPI): **2\PS743522**

Local Government Area (Council): **MANNINGHAM**

Council Property Number: **796221**

Planning Scheme: **Manningham**

Directory Reference: **Melway 32 J10**

www.manningham.vic.gov.au

[Planning Scheme - Manningham](#)

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: **NORTH-EASTERN METROPOLITAN**

Legislative Assembly: **BULLEEN**

OTHER

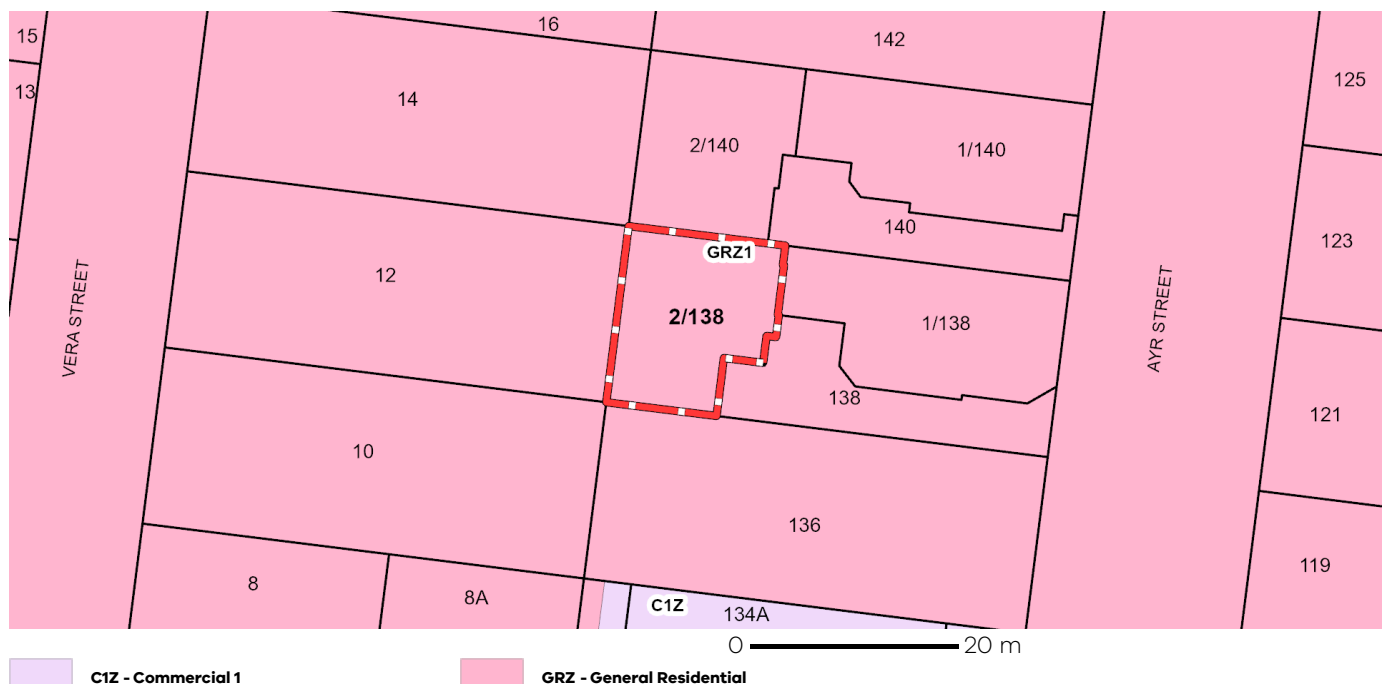
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

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



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

Planning Overlays

No planning overlay found

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Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

PLANNING PROPERTY REPORT: 2/138 AYR STREET DONCASTER 3108

Page 1 of 3

Further Planning Information

Planning scheme data last updated on 23 February 2023.

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 affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

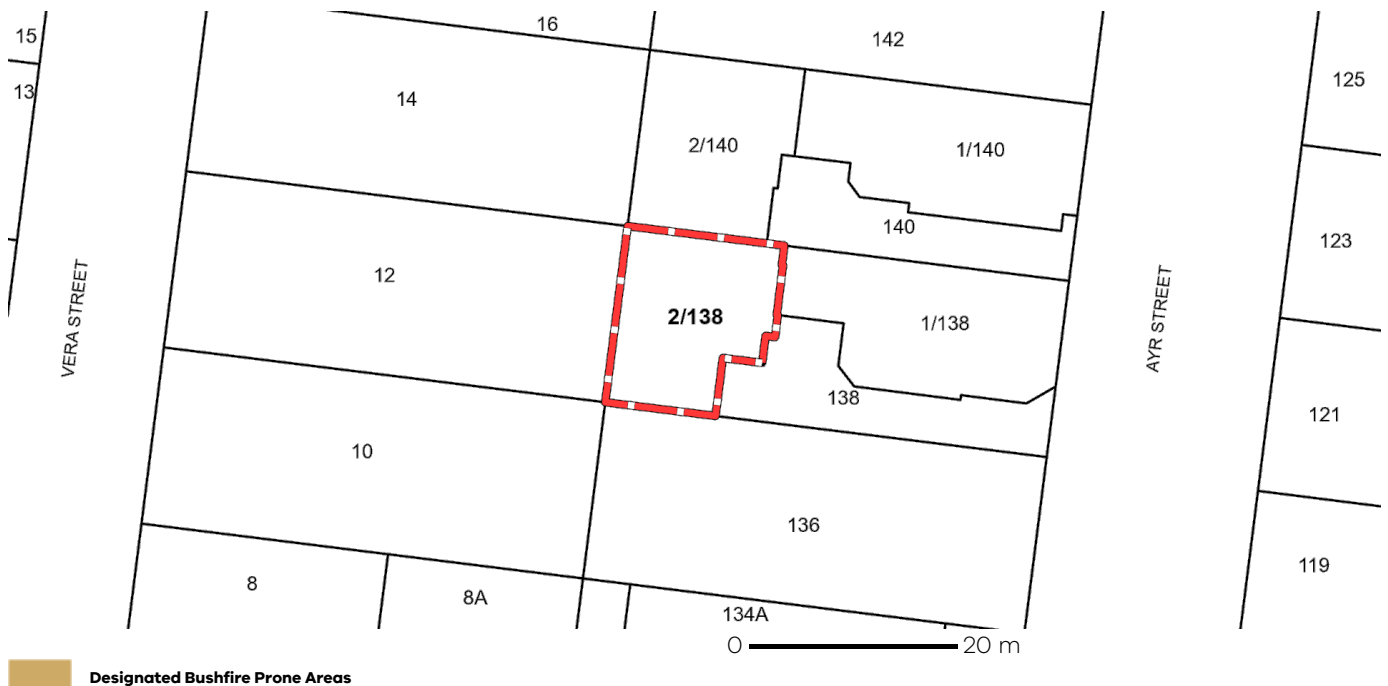
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

Enquiries to: Statutory Building Team
Telephone: 9840 9430

Landata
Secure Electronic Registries Vic
Two Melbourne Quarter
Level 13, 697 Collins Street
DOCKLANDS VIC 3008

Issue date: 03 March 2023

Reference: DD23991 Pistikakis
Property: 2/138 Ayr Street DONCASTER VIC 3108
Legal Description: Lot 2 PS 743522Y Vol 11690 Fol 645
Council Reference Number: BinfW23/00272

RESPONSE TO REQUEST FOR INFORMATION REGULATION 51.1			
Building Permits issued in the preceding ten (10) years			
Building Permit No.	Date Issued	Description of Works	Final Inspection
1419/20144765/0 <i>Council Ref:</i> BA-15/67868	01-Jul-2015	Two x Dwellings & Garages <i>RBS:</i> Gary Gommers of Group Four	05-Apr-2016 <i>Occupancy Permit No.</i> 1419/20144765/0
Details of any current Notices/Orders issued under <i>Building Act</i>		NIL	

Please note below the deadline for lodgement of the required Swimming Pool/Spa Safety Barrier Compliance Certificate for all
properties containing swimming pools and/or spas:

Pool/spa construction date	First Compliance certificate must be lodged by
On or before 30 June 1994	1 June 2022
From 1 July 1994 until 30 April 2010	1 June 2023
From 1 May 2010 until 31 October 2020	1 June 2024

Manningham Council



Interpreter service
9840 9355

普通话 | 廣東話 | Ελληνικά
Italiano | عربي | فارسی

Manningham Council
699 Doncaster Road (PO Box 1), Doncaster, Victoria 3108
p 03 9840 9333 f 03 9848 3110
e manningham@manningham.vic.gov.au
ABN 61 498 471 081 www.manningham.vic.gov.au

LAND INFORMATION CERTIFICATE

Section 121 of the *Local Government Act 2020*

This Certificate provides information regarding valuation, rates, charges, fire services property levies, other monies owing and any orders and notices made under the Local Government Act 2020, Local Government Act 1989, Local Government Act 1958, Fire Services Property Levy Act 2012 or under local laws of the Council, and specified flood level by Council (if any). This Certificate is not required to include information regarding planning, building, health, landfill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Applicant: **Landata**
Two Melbourne Quarter
Level 13, 697 Collins Street
DOCKLANDS VIC 3008

Issue Date: **01/03/2023**

Customer Reference: **DD23991 Pistikakis**

Certificate No: **LICe23/00578**

Agent Reference: **68075599-019-3**

Property ID: **796221**

Property Location: **2/138 Ayr Street DONCASTER VIC 3108**

Property Description: **Lot 2 PS 743522Y Vol 11690 Fol 645**

Site Value: **\$650000** Capital Improved Value: **\$1325000** Net Annual Value: **\$66250**

Level of Valuation: **01-01-2022** Effective Date of Valuation: **01-07-2022**

Rates are levied on the Capital Improved Value. Rate in the \$: **0.00148199**

RATES, CHARGES AND OTHER MONIES

For the year ending 30 June 2023

Details of Rates, Fire Services Property Levies, Charges, Outstanding Notices and Works for which a charge has been made:

Rates & Charges		
Arrears	\$0.00	
General Rates	\$1,963.60	
Fire Services Levy	\$187.20	
Standard Waste Service	\$309.50	
Pension Rebate	\$-303.20	
Payments	\$-1,293.10	
Rates & Charges Balance		\$864.00
Total Balance Outstanding		\$864.00

Rate Balance Update: Online: <https://www.manningham.vic.gov.au/rates-balance>

For the most up to date balance, please check online after 11am.

Please contact Manningham Council on 9840 9333 to obtain an update if any of the following apply:

Arrears owing, other charges owing besides Rates (ie. Special Rates, Fire Hazard etc), pending subdivision.

PLEASE NOTE: In accordance with Section 175(1), Local Government Act 1989, the owner **MUST PAY** all rates and charges that are current or in arrears which are due and payable.

This certificate may contain important information pertaining to this property on page 2.

BPay payment details are provided on page 2 of certificate.

Property Address: **2/138 Ayr Street DONCASTER VIC 3108**

Property ID: **796221**

Certificate No.: **LICe23/00578**

ADDITIONAL INFORMATION

Flood Level Information

A Flood level has **not** been designated by Council under the Building Regulation 1994, advice on whether a flood level has been determined which affects this property should be sought from Melbourne Water.

Other

PLEASE NOTE THIS PROPERTY IS SCHEDULED FOR MONTHLY DIRECT DEBIT PAYMENTS ON 15TH OF EACH MONTH.

PLEASE NOTIFY VENDOR TO CANCEL DIRECT DEBIT PRIOR TO SETTLEMENT.

Single Strata Unit/Villa Unit/Townhouse

Important Notes:

- 1. This certificate may be updated online or verbally within the current financial year for up to three (3) months from date of issue. This certificate will not be updated after the end of the financial year in which it was issued. It should be noted that Council will only be held responsible for information provided on a certificate, not information that is provided online or verbally.**
2. Rates, fire services property levies and charges not paid by the due dates are subject to penalty interest. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates, fire services property levies and charges is received.
3. This Land Information Certificate does not contain any information about the planning controls that apply to the land. Planning controls may regulate the use or development of the land. You should make enquiries of Council through its Planning Department or apply for a planning certificate under the *Planning and Environment Act 1987* to ascertain the planning controls that may apply to the land.
4. Payments are subject to clearance by the bank.
5. Council declared the rates and charges levied for the period 01/07/2022 to 30/06/2023 on 28 June 2022.
6. In accordance with Section 175 of the Local Government Act 1989, the purchaser must pay at settlement any rates, fire services property levy or charges (including interest) which are due and payable:
 - Instalments due by: **30/09/2022; 30/11/2022; 28/02/2023; 31/05/2023.**

For further information, please contact Revenue Services on ☎ (03) 9840 9333


Receipt for the sum of \$27.80 being the fee for this Certificate is acknowledged.

I hereby certify that as at the date of this Certificate, the information given in this Certificate is true and correct and conforms with the requirements of the appropriate section of the Local Government Act 2020.



Authorised Officer

Payment details:

	Biller Code: 1099
	Ref: 1007962210
Telephone & Internet Banking – BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au	

1st March 2023

Dora Drakopoulos C/- LANDATA
LANDATA

Dear Dora Drakopoulos C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	2/138 AYR STREET DONCASTER 3108
Applicant	Dora Drakopoulos C/- LANDATA LANDATA
Information Statement	30753516
Conveyancing Account Number	7959580000
Your Reference	DD23991 Pistikakis

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 Property Information Statement

Property Address	2/138 AYR STREET DONCASTER 3108
------------------	---------------------------------

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.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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

Melbourne Water Property Information Statement

Property Address	2/138 AYR STREET DONCASTER 3108
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

Dora Drakopoulos C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3017243486
Rate Certificate No: 30753516

Date of Issue: 01/03/2023
Your Ref: DD23991 Pistikakis

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 2/138 AYR ST, DONCASTER VIC 3108	2\PS743522	5074273	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2023 to 31-03-2023	\$19.47	\$0.00
Residential Water Usage Charge <i>Step 1 – 26.000000kL x \$2.44510000 = \$63.57</i> Estimated Average Daily Usage \$0.69	20-10-2022 to 20-01-2023	\$63.57	\$0.00
Residential Sewer Service Charge	01-01-2023 to 31-03-2023	\$111.22	\$0.00
Residential Sewer Usage Charge <i>26.000000kL x 0.716790 = 18.636541 x 0.900000 = 16.772887 x \$1.15400000 = \$19.36</i> Estimated Average Daily Usage \$0.21	20-10-2022 to 20-01-2023	\$19.36	\$0.00
Parks Fee	01-07-2022 to 30-06-2023	\$81.60	\$0.00
Drainage Fee	01-01-2023 to 31-03-2023	\$27.04	\$0.00
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		\$0.00

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
138 AYR ST, DONCASTER VIC 3108	212\LP41476	1315207	Superseded

Agreement Type	Period	Charges	Outstanding
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		\$0.00

Total Due \$0.00



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 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 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: 5074273

Address: UNIT 2/138 AYR ST, DONCASTER VIC 3108

Water Information Statement Number: 30753516

HOW TO PAY



Biller Code: 314567
Ref: 30172434865

Amount
Paid

Date
Paid

Receipt
Number

APPROVAL PSP

© Yarra Valley Water Corporation 2012



PLAN NUMBER

434800-0

WARNING: This property sewerage plan (PSP) is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The corporation accepts no liability for any loss, damage or injury suffered by any person as a result of any inaccuracy in this plan. Copyright subsisting in any amendment made to this plan shall automatically vest in Yarra Valley Water.

PRO. Engineer in Chief, Date 23 NOV 1970.

Litho. No. 11F 20 Q

Designed:

Traced: U

Examined: Closet
Urinal

Board's Sewer shown by heavy broken lines. H.C. Drains shown by full lines.

Scale: 40 feet to 1 inch

Shower

Basin

Sink

Dishwasher 100 Machine

Waste Disposal Unit external.

Trough Urinal internal.

Clothes Washing Machine external.

Swimming Pool

Bath.

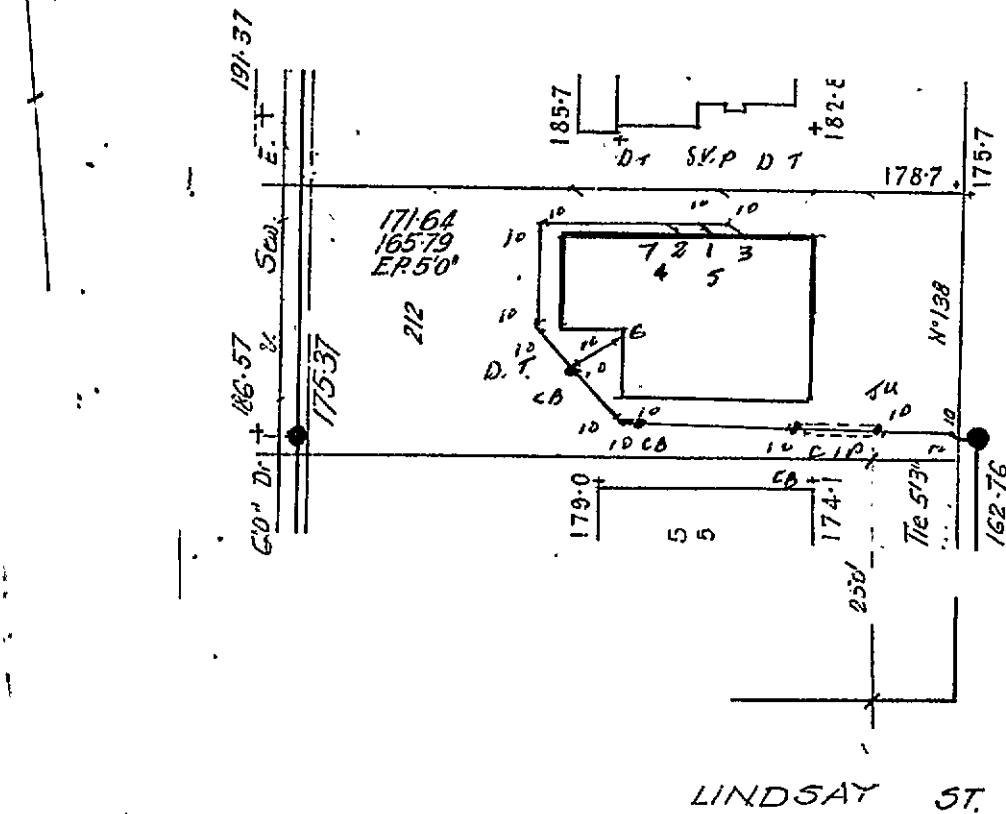
3 Shower.

4 Lav. Basin.

6 Sink.

7 Troughs.

Washing



WORK CARRIED OUT TO THIS PLAN
= 3 APR 1973

LINDSAY ST.

[Signature]

POINT LOCATION DATA

TIE	
E.P.	
N.S.L.	
I.L.	

Ch'ng from D/S
manhole to:-

E.P.	
U/S M.H.	

BOUNDARY TRAP OMITTED

Property Clearance Certificate
Taxation Administration Act 1997



DORA DRAKOPOULOS

Your Reference:	LD:68075599-015-5.DD23991
Certificate No:	60858033
Issue Date:	01 MAR 2023
Enquiries:	BXM6

Land Address: UNIT 2, 138 AYR STREET DONCASTER VIC 3108

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43211278	2	743522	11690	645	\$0.00

Vendor: CHERIE PISTIKAKIS
Purchaser: UNKNOWN

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS CHERIE MARIE PISTIKAKIS	2023	\$650,000	\$0.00	\$0.00	\$0.00

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

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:	\$1,325,000
SITE VALUE:	\$650,000
AMOUNT PAYABLE:	\$0.00



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

Certificate No: 60858033

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 = \$1,225.00

Taxable Value = \$650,000

Calculated as \$975 plus (\$650,000 - \$600,000) multiplied by 0.500 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 60858033

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: 60858033

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

OWNERS CORPORATION CERTIFICATE

Owners Corporation Act 2006 Section 151, Owners Corporations Regulations 2018 Regulation 16

Owners Corporation No PS743522Y

Address: Unit 2/138 Ayr Street, Doncaster 3108

This certificate is issued for	Lot 2 on Plan of Subdivision No: PS743522Y
Postal address is	138 Ayr Street Doncaster 3108
Applicant for the certificate is	2D CONVEYANCING PTY LTD
Address for delivery of certificate is:	333 Drummond Street Carlton 3053
Date that the application was received:	7 March 2023

IMPORTANT:

The information in this certificate is issued on: **7 March 2023**

Plan of Subdivision number **PS743522Y** is a two lot subdivision.

Section 7(1) of the *Owners Corporation Act 2006* provides that an owners corporation for a two lot subdivision, is exempt from compliance with

- a) sections 18, 31, 32, 59, 60, 61, 62, 65, 93,94, 95, 96 and 97; and
- b) Divisions 2, 3 and 4 of Part 3; and
- c) Divisions 1, 2, 3, 4 and 5 of Part 4; and
- d) Division 1 and 2 of Part 9; and
- e) Division 1 of Part 10

Therefore this subdivision is exempt from the requirement to prepare or maintain an owners corporation register and hold an annual general meeting.

1.	The current fees for the lot per quarter are approximately: \$50 payable quarterly – the amount varies depending on the public lighting usage in the driveway.
2.	The date which the fees for the lot have been paid up to is: 22 December 2022.
3.	The total of any unpaid fees or charges for the lot is: \$0.00.
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: NIL.
5.	Repairs, maintenance or other work which has been or is about to be performed, and which may incur additional charges not included in the annual fees and special fees as set out above: NIL.
6.	Insurance details: The plan of subdivision contains two lots and is exempt under section 7 of the Owners Corporations Act 2006 from having insurance required under sections 59, 60, 61, 62 of the Owners Corporations Act 2006.
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, provide the date of that resolution: The members resolved to take out their own insurance.
8.	The total funds held by the owners corporation. NIL.
9.	Are there any liabilities of the owners corporation not covered by annual fees, special levies and repairs and maintenance as set out above? If so, provide details: NIL.
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, provide details: The lot owners have agreed to share the costs of the of the public lighting usage in the driveway.
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, provide details: NIL.

12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, provide details. There are not notices as of 7 March 2023.
13.	Are there any legal proceedings to which the owners corporation is a party, and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details: The lot owners are not aware of any legal proceedings as of 7 March 2023.
14.	Has the owners corporation appointed or resolved to appoint a manger? If so, provide details: No manager is appointed.
15.	Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No administrator is appointed.
16.	A copy of the minutes of the most recent annual general meeting of the owners corporation. (N.B. This owners corporation is exempt from this requirement under Section 7 of the <i>Owners Corporations Act 2006</i>).
17.	Documents required to be attached to the owners corporation certificate are: <ul style="list-style-type: none"> • A copy of any rules registered at Land Victoria. There are no rules registered at Land Victoria • A copy of all resolutions made at the last annual general meeting. (N.B. This owners corporation is exempt from this requirement under Section 7 of the <i>Owners Corporations Act 2006</i>) • A copy of Schedule 3 of the Owners Corporation Regulations 2007 entitled "Statement of advice and information for prospective purchasers and lot owners"

DATED the 7th day of March 2023.

This owners corporation certificate was prepared by: **2D CONVEYANCING PTY LTD**

THE COMMON SEAL of OWNERS' CORPORATION)
NO PS743522Y was affixed in accordance with)
section 20 of the *Owners' Corporation Act 2006* and in)
the presence of:

Cherie Marie Pistikakis

Signature of lot owner

Name of lot owner

2

Lot number

7 March 2023

Date

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

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. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 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.

4. Use of common property

4.1 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 the owner or occupier's 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.

4.2 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.

4.3 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.

5. Lots

5.1 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.

5.2 External appearance of lots

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 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.

6.2 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.

7. 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.



029 / 5456 /
MS ANN-MARIE PISTIKAKIS
138 AYR ST
DONCASTER VIC 3108

Your electricity bill

Tax invoice for 138 AYR ST, DONCASTER, VIC 3108

23 Sep 22 - 22 Dec 22

Amounts include GST unless otherwise specified

ACCOUNT DETAILS

Account number

A-422ADF5E

Billing reference

13782376

Issue date

28 Dec 22

Total amount due

See the Account Breakdown on page 2

DUE DATE

18 Jan 23

AMOUNT DUE

\$101.26

COMPARE YOUR ENERGY USAGE

Your average daily usage

Average daily usage **0.36 kWh**

Same time last year **0.36 kWh**

Average cost per day **\$1.11**

0.29% increase in usage since last year

Average daily usage in your area

 **7.34 kWh**

 **12.20 kWh**

 **12.78 kWh**

 **14.53 kWh**

Comparison based on homes without a pool using average usage data from Australian Energy Regulator. For more energy usage tips visit energymadeeasy.gov.au.

You're on the right plan

Based on your past usage, you're on the most affordable plan.

Estimated as at this bill's issue date. You can compare Electricity and Natural Gas plans from other retailers by going to the Victorian Energy Compare website compare.energy.vic.gov.au

The Victorian Default Offer

The Victorian Default Offer is a reasonably priced electricity offer set by Victoria's independent regulator. Contact us on 1300 832 854 to discuss the suitability of this plan for you.

Faults & emergencies

Call United Energy 24/7
13 20 99

Help & support online

Got a question about your bill? We've got answers: originenergy.com.au/help

HOW TO PAY



DIRECT DEBIT

Register online at originenergy.com.au/myaccount or call **1300 832 854** to arrange automatic payment of future accounts*



VISA OR MASTERCARD*

Call **1300 658 783** or visit originenergy.com.au/paynow



MAIL

Send this slip with your cheque made payable to: Origin Energy Holdings Limited, GPO Box 2951 SYDNEY NSW 2001



IN PERSON

Pay at any Post Office*



TELEPHONE & INTERNET BANKING - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card* or transaction account. More info: www.bpay.com.au

Biller Code: 41

Ref: 300 043 252 612

Billpay Code: 2958

Ref: 1300 0432 5261 2

Biller Code: 130112

Ref: 300 043 252 612

*Card payment fee may apply to the total payment amount (incl GST): debit card (Visa 0.24%, Mastercard 0.28%); credit card (Visa 0.56%, Mastercard 0.64%); for NSW customers 0.49% if payment made at Australia Post. Conditions apply. *Payment processing fee of the higher of \$2.70 or 0.49% may apply (excl NSW). Origin Energy Electricity Ltd ABN 33 071 052 287

BILLING DETAILS

Supply Address

138 Ayr St, Doncaster, VIC 3108

Your billing period:

23 Sep 2022 - 22 Dec 2022 (91 days)

ELECTRICITY

National Meter Identifier

64082260299

Charges based on

Actual meter read

Last meter read date

22 Dec 22

Next billing date

23 Mar 23

ACCOUNT SUMMARY

Your account summary at a glance, with your total amount due.

Previous balance		\$93.41
Payment received since your last bill		
04 Oct 22	BPAY	\$93.41 CR
Balance carried forward		\$0.00
New charges and adjustments		\$101.26
22 Dec 22	Total electricity charges (incl GST of \$9.21)	\$101.26
Total amount due		
(incl net GST charges of \$9.21)		

BREAKDOWN OF CHARGES

BILLING PERIOD: 23 SEP 22 - 22 DEC 22 (91 DAYS)

A detailed breakdown of your new charges. Charges include any energy plan benefits as detailed on page 1.

Your electricity charges

Your rate: General Usage

Charge description	Bill days	Meter no.	Previous read	Current read	Usage (kWh)	Charge (incl GST)	Amount (incl GST)
General Usage	91	0636082	765.6000	798.6000	32.781	22.340 c/kWh	\$7.32
Daily Supply	91					103.230 c/Day	\$93.94
(A = Actual, E = Estimated)							
Total electricity charges							\$101.26



PAYMENT SLIP



*2958 1 300043252612

Due date
(for new charges only)

18 / Jan / 23

Amount due

\$ 101.26

User code

009241

Customer reference number

00300043252612

+00300043252612>

+009241+

<00000000000>

<0000010126>

+4444+

YOUR USAGE BREAKDOWN

Average cost per day **\$1.11**
Average daily usage **0.36 kWh**
Same time last year **0.36 kWh**
Your indicative greenhouse gas emissions
Total for this bill **0.0 tonnes**
Same time last year **0.0 tonnes**
Saved with GreenPower **N/A**

Find out more about greenhouse gas emissions at originenergy.com.au
or www.compare.energy.vic.gov.au



ABOUT YOUR PLAN

Origin Go Variable

AVERAGE DAILY ELECTRICITY

Here is the average daily electricity usage costs for your supply address - this doesn't include any discounts and supply charges.

\$0.08
General Usage



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dora Drakopoulos
333 Drummond Street
CARLTON 3053

Client Reference: DD23991 Pistikakis

NO PROPOSALS. As at the 1th March 2023, 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 2 138 AYR STREET, DONCASTER 3108
CITY OF MANNINGHAM

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: 1th March 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 68075599 - 68075599141334 'DD23991
Pistikakis'

Extract of EPA Priority Site Register

Page 1 of 2

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

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: Unit 2 138 AYR STREET

SUBURB: DONCASTER

MUNICIPALITY: MANNINGHAM

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 32 Reference J10

DATE OF SEARCH: 1st March 2023

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

[Extract of Priority Sites Register] # 68075599 - 68075599141334
'DD23991 Pistikakis'



Extract of EPA Priority Site Register

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of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)