

CONTRACT OF SALE

VENDORS: MICHAEL TSALKOS (FORMERLY BOZINOSKI)

**PROPERTY: 90 HAWKSTOWE PARADE,
SOUTH MORANG VIC 3752**



HOME CONVEYANCING RESERVOIR
288 BROADWAY, RESERVOIR 3073
PH 9460 9400
REF: 26946

CONTRACT OF SALE OF REAL ESTATE



PROPERTY ADDRESS: 90 HAWKSTOWE PARADE, SOUTH MORANG VIC 3752

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

The terms of this contract are contained in the:

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

In that order of priority

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% of the purchase price
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

..... on/...../20.....

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

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

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

SIGNED BY THE VENDOR

..... on/...../20.....

Print name of person signing **MICHAEL TSALKOS (Formerly BOZINOSKI)**.....

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

HARCOURTS RATA & CO - EPPING
769 HIGH STREET, EPPING VIC 3076

Tel: 9401 1117

Ref:

Email: sold@rataandco.com.au

VENDOR

MICHAEL TSALKOS (FORMERLY BOZINOSKI)

Tel:

Ref:

Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

HOME CONVEYANCING RESERVOIR
Of 288 BROADWAY, RESERVOIR VIC 3073

Tel: (03) 9460 9400

Ref: 26946

Email: lydia@homeconveyancing.com.au

PURCHASER

Of

Tel:

Ref:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of ,

Tel:

Ref:

Email:

PROPERTY ADDRESS

90 HAWKSTOWE PARADE, SOUTH MORANG VIC 3752

LAND (General Conditions 3)

The land is described in the table below –

Certificate of Title reference	Being Lot 524	On Plan 603627S
Volume 11070	Folio 318	

OR

Described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement as attached to the Section 32 Statement if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND

(General Condition 2.2(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature as inspected.

PAYMENT

(General Condition 10)

Price

\$

Deposit

\$ _____

by

(of which \$

has been paid)

Balance

\$

payable at settlement

=====

GST

(General Condition 13)

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

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

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

GST – RESIDENTIAL WITHHOLDING PAYMENT

The Purchaser is not required to make a GST withholding payment under section 14-250 Of Schedule 1 to the Taxation Administration Act 153 (Cth) in relation to this supply of Land unless the words '**GST withholding applies**' appear in this box in which case the Vendor will provide further details before settlement.

Unless the words '**GST withholding applies**' appears in this box, this section serves as a Notification for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) and the Vendor will not be required to produce a notice.

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 to the purchaser of registration of the plan.

LEASE

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to General Condition 1.1

TERMS CONTRACT

(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

LOAN

(refer to 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

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

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 warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.2 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.
- 2.3 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.
- 2.4 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 a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

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

6. TRANSFER

The transfer purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

7. DUTIES ONLINE SETTLEMENT STATEMENT

The vendor must promptly initiate the Duties Online or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

8. RELEASE OF SECURITY INTEREST

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise."

9. 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.

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 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise
- 10.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11. DEPOSIT

- 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 up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to the 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 authorized deposit-taking institution, must be paid by the remitter.
- 11.5 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account;
- 11.6 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.7 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.8 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.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with foreign resident capital gains withholding and GST Withholding 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.
- 12.4 Where the purchaser is deemed by section 27(7) of the **Sale of Land Act 1962** to have given the deposit release authorisation referred to in section 27(1) the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

13. GST

- 13.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
However 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:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale including a change of use; or
 - (c) The particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) if the particulars of sale specify that the supply made under this contract is 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 does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any);.
- 13.3 The purchaser is not obliged to pay any GST under this Contract until a tax invoice has been given to the purchaser,

unless the margin scheme applies.

- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

15. ADJUSTMENTS

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

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 day which is not a business day.
- 16.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 16.4 Any unfulfilled obligation will not merge on settlement.

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 cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14 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 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 proven otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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**.
- 17.2 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 authorized 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.

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

- 21.1 The vendor is responsible for any notices, 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.

22. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the seven (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.

26. DEFAULT INTEREST

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

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.

SPECIAL CONDITIONS

1. Electronic Conveyancing

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

EC

- 1.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 1.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 1.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 1.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 1.5 The vendor must nominate a time of the day for locking of the workspace at least two (2) days before the due date for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time.
- 1.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 1.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 1.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00 pm.
- 1.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 1.9 The purchaser must before settlement:
 - (a) ensure the workspace is properly prepared in readiness for settlement and provide notice to the vendor's conveyancer a minimum of two (2) clear business days notice of doing so,
 - (b) ensure the workspace is properly completed including all documents required to effect settlement at least forty eight (48) hours prior to date of settlement;
 - (c) ensure to provide reasonable and sufficient information and communication to the vendors conveyancer of any expected delay with the scheduled settlement taking place;
 - (d) be informed by the vendors conveyancer within seven (7) days prior to the scheduled settlement of the vendor's foreseeable losses anticipated to be incurred as a direct result of the purchasers breach of special conditions 1.9(a)-(c) and acknowledges the vendor's right to claim such losses and costs as mentioned in Special Condition 14.
 - (e) acknowledge that should the purchaser breach special conditions 1.9(a)-(c) they will be liable to compensate the vendors the foreseeable losses claimed as a result of settlement being postponed, cancelled and or delayed.

2. **Compliance with Sale of Land Act**

The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected the Purchaser received a Statement in writing signed by the Vendor pursuant to Section 32 of the *Sale of Land Act 1962* (as amended) in the form included in this Contract of Sale.

3. **Jointly and Severally**

- (a). If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale.
- (b). Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

4. **Whole Agreement**

The Purchaser acknowledges that no information, representation, comment, marketing material, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

5. **Acceptance of Title**

General Condition 12.4 is added:

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

6. **Adjustments**

General Condition 15 is amended by the inclusion of the following clauses;

- 6.1 The purchaser must provide Statement of Adjustments and copies of all certificates and other information used to calculate the adjustments under General Condition 15, five (5) business days prior to settlement.
- 6.2 The Statement of Adjustments will be provided to the Vendors Conveyancer via email and does not entitle the Purchasers representative to load into the PEXA workspace. The Purchasers representative will be liable for any breach of this Special Condition.

7. **Notices**

General Condition 21 is replaced with the following:

21.NOTICES

- 7.a 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.
- 7.b 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.
- 7.c The Purchaser may enter the property to comply with that responsibility where action is required before settlement.

8. **Transfer of Land and Duties On Line**

The Purchasers representative will ensure the Transfer of Land and Duties On Line are prepared promptly allowing execution by the Vendor(s) at least seven days prior to scheduled settlement. Should the Purchaser fail to do so, the Vendor(s) give notice any delay in settlement will not render the Vendor(s) in default and Purchaser will be in default of this Special Condition and 1.10 and General Condition 6.

9. **Identity of Land**

9.a The Purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from the Vendor's obligations or affect the rights of the Purchaser pursuant to Section 9AC of the *Sale of Land Act 1962* (as amended).

9.b General Condition 3 of Form 2 shall not apply to this Contract of Sale.

10. Representation and Warranty

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

11. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

12. Default

- (a). The provisions of General Condition 26 are amended to include should the Purchaser default in payment of any money due under this Contract, then interest be charged at the rate for the time being fixed by the Penalty Interest Rates Act and paid on demand by the Purchaser to the Vendor upon the money overdue.
- (b). The interest specified in Special Condition 12(a) shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 26 or otherwise.
- (c). The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.

13. Cancellation and or Re-Scheduling

- (a). The Purchaser, if in default of the Contract, will be liable for payment of the Vendors reasonable costs associated with cancellation and or re-scheduling of settlement and associated costs of simultaneous settlement which will be advised and disclosed to the Purchaser, if applicable, and deemed as foreseeable losses;
- (b). The Purchaser, if in default of the Contract, will be liable for administrative fees of \$220.00 per cancellation and or re-scheduling as required and requested of the Vendor's representative to amend, change and or alter settlement date and or time.
- (c). The Purchaser acknowledges, if in default of the Contract, requires a paper settlement after being agreed to be effected electronically, the Purchaser will be liable for the Vendors reasonable costs for converting to a paper settlement including re-attendance and re-scheduling fees.

14. Foreseeable Loss

If the Purchaser is in breach of this Contract by not settling in the due settlement date and, if as a result of that breach, completion of this Contract takes place on a date that is after 31 December in the year that completion of this Contract was due to take place then;

- (a) The Purchaser acknowledges that its breach will result in an increase of the Vendor's land tax assessment for the year following the year that settlement of this Contract was due to take place as a result of the property continuing to be included in the Vendor's total landholdings in the State of Victoria; and
- (b) The additional land tax that the Vendor will incur is a reasonably foreseeable loss incurred by the Vendor which was a direct result of the Purchaser's breach of this Contract.
- (c) If this Special Condition 14 applies then on the Settlement Date, in addition to the balance of the Price and any other money payable to the Vendor under this Contract, the Purchaser must pay to the Vendor an amount equal to the additional Land Tax that the Vendor has incurred or may incur.

15. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the person signing on behalf of the Corporate Purchaser shall execute the Contract under the Seal of the Company and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

16. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

17. Auction

When the property is offered for sale by public auction the sale is subject to the vendor's reserve price.

The Rules for the conduct of the auction shall be as set out in the Schedules to the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those Rules.

18. Release of Security – General Condition 8

Notwithstanding General Condition 8.2 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

Foreign Resident Capital Gains Withholding;

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

19.1 Every vendor under this Contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commission under section 14-220(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

19.2 This special condition only applies if the purchaser is required to pay the Commission an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) (“the amount”) because one or more of the vendors is a foreign resident, the property is or will have a market value of not less than the amount set out in section 14-215 of Schedule 1 to the Taxation Administration Act (Cth).

19.3 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.

19.4 The purchaser must:

(a) Engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations in this special condition; and

(b) Ensure that the representative does so.

19.5 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must;

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

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

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

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

(e) Any other provision in this contract to the contrary.

19.6 The representative is taken to have complied with the obligations if;

(a) The settlement is conducted through the electronic conveyancing system operated by PEXA 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;

19.7 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the date of settlement.

19.8 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 of Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

19.9 The purchaser is responsible for any penalties or interest payable to the Commission on account on late payment of the amount.

20. GST Withholding Payments and Notifications

20.1 In this Special Condition 20.1 terms have the following meanings;

(a) **Commencement Date** means 1 July 2018

(b) **Commissioner** has the meaning given to that term in the TA Act;

(c) **GST Withholding Amount** means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;

(d) **Operative Date** means 1 July 2020.

(e) **Purchasers Notice** means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act;

- (f) **TA Act** means the Taxation Administration Act 1953 (Cth); and
- (g) **Vendor Notice** means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

- 20.2 If the Day of Sale is before the Commencement Date and Settlement takes place before the Operative Date, the parties agree that the Vendor is not required to provide a Vendor Notice and the Purchaser is not required to provide a Purchaser Notice.
- 20.3 Subject to Special condition 20.2 the Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than five (5) business days before Settlement Date.
- 20.4 Subject to Special Condition 20.2 the Purchaser must lodge a Purchaser Notice with the Commission, in accordance with the requirements of section 16-150(2) of Schedule 1 of the TA Act, and provide the Vendor a copy of the Purchaser Notice as lodged at least two (2) business days before the Settlement Date. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a copy of the Purchaser Notice if the Purchaser fails to give a copy of the Purchasers Notice in accordance with this special condition. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this Special condition 20.4 the Vendor effects settlement after the date settlement is due under the Contract.
- 20.5 This special condition will not merge on settlement.

21. **Variations to Contract**

Should the purchaser require a variation of the Contract after the date of sale the purchaser will be liable for reasonable costs associated with the variation sought. The parties agree variations to the Contract as agreed between the parties from time to time are to be in writing between the parties representatives. The parties agree any such variation(s) will form part of this Contract and will be binding from the date of variation confirmed, dated and agreed to.

22. **Purchaser's Acknowledgement**

- 22.1 The Purchaser acknowledges that they are purchasing the property as described herein as a result of their own enquiries and inspections and do not rely upon any representations or warranties made by the Vendor, the Vendor's representative, the Vendor's agent or any other person on the Vendor's behalf or otherwise associated with the Vendor.
- 22.2 The Purchaser also acknowledges that they are purchasing the property;
 - a. In its present condition and state of repair;
 - b. Subject to any and all defects latent or patent;
 - c. Subject to any and all infestations; and;
- 22.3 The Purchaser agrees not to seek to terminate, rescind or make any objection, requisition, or claim for compensation arising out of any of the matters covered by this Special Condition and not limited to any part or parts of the Particulars of Sale altering, changing or amending the Vendors position from signing of the Contract to settlement date.
- 22.4 The Purchaser agrees the Vendor is under no obligation to enhance the property by adding so as to benefit the Purchaser and/or the value of the property.
- 22.5 General Conditions 24.4, 24.5 and 24.6 shall not apply.

23. **Industry Christmas Holiday Period**

If the due date for settlement stipulated in the Particulars of Sale has not taken place before 19th December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be postponed and changed to a date that is 16th January of the following calendar year. In the event that a date within this period is stipulated as the due date for settlement, this Special Condition will prevail and have the effect of altering the due date for settlement to read 16th January. It is also agreed between the parties that neither party be entitled to issue a Default and / or Rescission Notice on the other between the period of 19 December in the calendar year in which settlement is agreed to occur and 16 January of the following calendar year, or otherwise exercise any Excluded Rights in relation thereto. Neither party will be held in default under the terms of the Contract if settlement is due during these given dates.

VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

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

This Statement must be signed by the Vendor and given to the Purchaser before the Purchaser signs the contract.

The Vendor may sign by electronic signature.

The Purchaser acknowledges being given this statement signed by the Vendor with the attached documents before the purchaser signed any Contract.

Vendor: MICHAEL TSALKOS (FORMERLY BOZINOSKI)

Property: 90 HAWKSTOWE PARADE, SOUTH MORANG VIC 3752

1. **FINANCIAL MATTERS IN RESPECT OF THE LAND**

Particulars of any Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

1.1 Are contained in the attached certificate/s.

Particulars of any Charge

(whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge;

NONE TO THE VENDORS KNOWLEDGE.

1.2 **Terms Contract**

This section 1.3 only applies if this section 32 statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

NOT APPLICABLE

1.3 **Sale Subject to Mortgage**

This section 1.4 only applies if this section 32 statement is in respect of a contract which provides that any mortgage (whether registered or unregistered) is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

NOT APPLICABLE

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

a. The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate.

b. Is the land tax reform scheme land within the meaning of the CIPT Act?

NOT TO THE VENDORS KNOWLEDGE.

c. If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of CIPT Act is set out in the attached Municipal rates notice or property clearance or is as follows:

NOT APPLICABLE.

2. INSURANCE DETAILS IN RESPECT OF THE LAND

2.1 This section 2.1 only applies if this Section 32 Statement is in respect of a Contract which does NOT provide for the land to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or receipts of rents and profits:

- NOT APPLICABLE.

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

- NOT APPLICABLE

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

AS CONTAINED IN THE ATTACHED DOCUMENTS.

b. Particulars of any existing failure to comply with an easement, covenant or other similar restriction are:

NONE TO THE VENDORS KNOWLEDGE.

3.2 Road Access

There IS access to the property by road.

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

In the case of land to which a planning scheme applies a statement specifying—

- | | |
|---------------------------------------|------------------------------------|
| a. name of the planning scheme: | City Of Whittlesea Planning Scheme |
| b. name of the responsible authority: | City Of Whittlesea |

As contained in the attached certificate/s.

4. NOTICES, ORDER, DECLARATION, REPORT OR RECOMMENDATION

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

NONE TO THE VENDORS KNOWLEDGE

4.2 **Agricultural Chemicals**

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

NONE TO THE VENDORS KNOWLEDGE

4.3 **Compulsory Acquisition**

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

NONE TO THE VENDORS KNOWLEDGE

5. **BUILDING PERMITS**

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

- No such Building permit has been granted to the Vendor's knowledge.

6. **INFORMATION RELATING TO ANY OWNERS CORPORATION**

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

The land is NOT affected by an Owners Corporation.

7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

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

7.1 **Work-in-Kind Agreement**

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

The land is NOT a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*) –

7.2 **GAIC recording**

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

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

The land is NOT subject to GAIC recording.

8. **DISCLOSURE OF NON-CONNECTED SERVICES**

8.1 The services which are **NOT** connected to the land—

- a. Telephone services.

9. EVIDENCE OF TITLE

9.1 Attached are copies of the following document/s concerning Title:

a. Registered Title

A Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location; OR

b. General Law Title

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

SUBDIVISION

c. In the case of land that is subject to a subdivision—

- (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
- (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;

d. Staged Subdivision

In the case of land that is part of a staged subdivision within the meaning of Section 37 of the **Subdivision Act 1988** –

- (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage and;
- (ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
- (iii) Details of any proposals relating to subsequent stages that are known to the vendor; and
- (iv) A statement of the contents of any permit under the **Planning and Environment Act 1987** authorising the staged subdivision.

e. Further Plan of Subdivision

In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the **Subdivision Act 1988** is proposed –

- (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
- (ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

10. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under Section 32 of the Sale of Land Act 1962 but may be included in this Section 32 statement for convenience) Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the Building Energy Efficiency Disclosure Act 2010 (Cth). To be a building or part of the building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and;

Which has a net lettable area of at least 1000m² (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date); - NONE TO THE VENDORS KNOWLEDGE.

11. DUE DILIGENCE CHECKLIST

*The Sale of Land Act 1962 provides that the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is **NOT REQUIRED** to be provided with or attached to this Section 32 statement.*

12. ATTACHMENTS

Any certificates, documents and other attachments may be annexed to this section. Additional information may be added to this section where there is insufficient space in any of the earlier sections.

The day of this Statement is theday of20

Signed by the Vendor(s)
.....

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

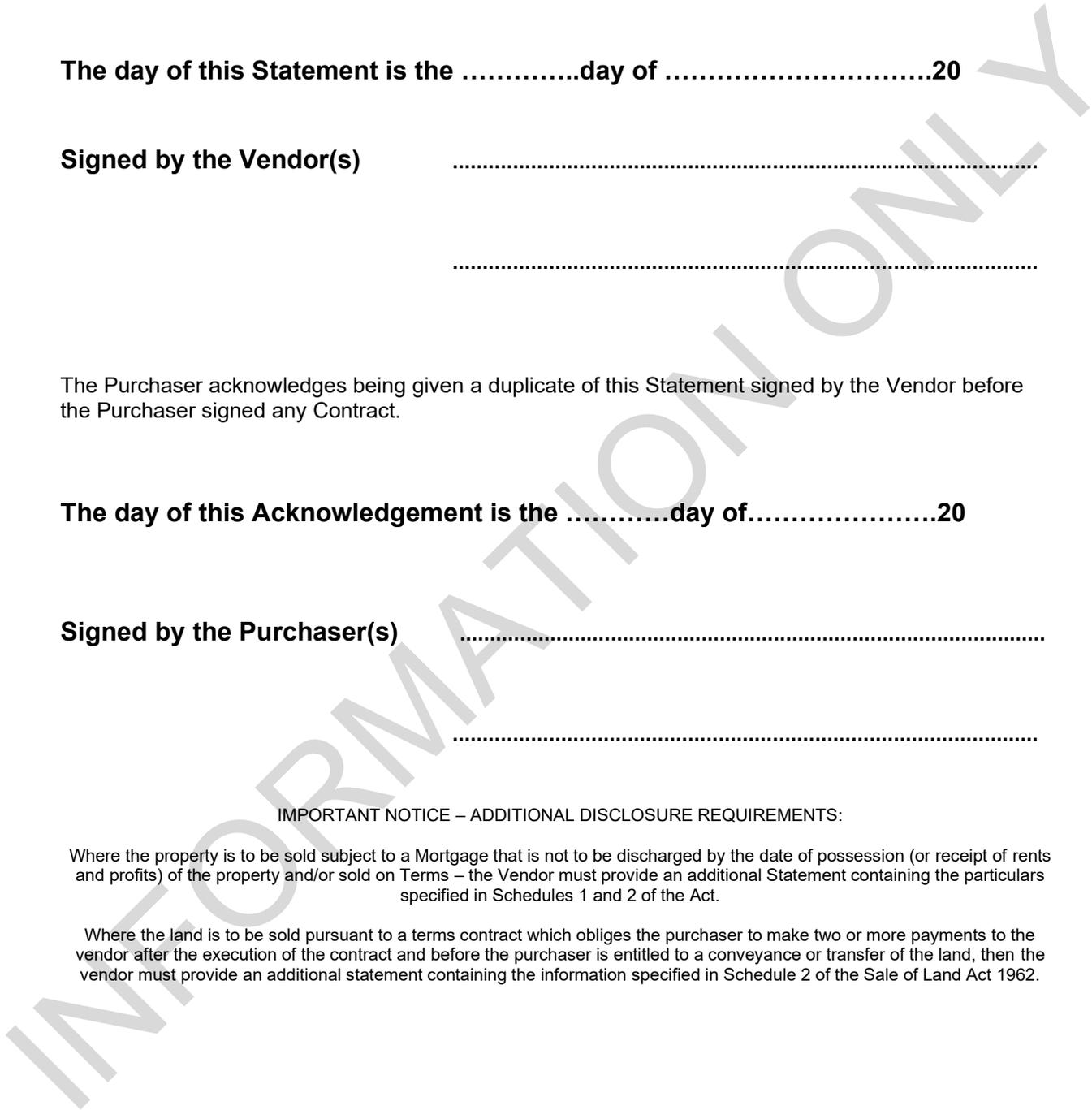
The day of this Acknowledgement is theday of.....20

Signed by the Purchaser(s)
.....

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.



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

Page 1 of 1

VOLUME 11070 FOLIO 318

Security no : 124128843738M
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LAND DESCRIPTION

Lot 524 on Plan of Subdivision 603627S.

PARENT TITLES :

Volume 11036 Folio 965 Volume 11036 Folio 969 Volume 11036 Folio 973

Created by instrument PS603627S 26/05/2008

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

MICHAEL BOZINOSKI of UNIT 9 421 HIGH STREET LALOR VIC 3075
AG464578A 22/04/2009

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG464579X 22/04/2009
COMMONWEALTH BANK OF AUSTRALIA

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 PS603627S 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: 90 HAWKSTOWE PARADE SOUTH MORANG VIC 3752

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END



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Document Type	Plan
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Number of Pages (excluding this cover sheet)	9
Document Assembled	09/10/2025 16:31

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PLAN OF SUBDIVISION	STAGE No. <hr/>	LR USE ONLY EDITION 1	PLAN NUMBER PS 603627S
----------------------------	--------------------	---------------------------------	----------------------------------

LOCATION OF LAND

PARISH: MORANG

TOWNSHIP:

SECTION:

CROWN ALLOTMENT:

CROWN PORTION: 14 (PART)

TITLE REFERENCES:

LAST PLAN REFERENCE/S: PS549824P (LOTS 1003,1011 & 1012)

POSTAL ADDRESS: LOT 1003 HAWKSTOWE PARADE
(At time of subdivision) SOUTH MORANG 3752

AMG Co-ordinates E 332 550
(of approx centre of land in plan) N 5 834 500
ZONE 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: CITY OF WHITTLESEA REF: 606231

~~1. This plan is certified under Section 6 of the Subdivision Act 1988.~~

2. This plan is certified under Section 11(7) of the Subdivision Act 1988.
Date of original certification under Section 6. **27/3/2007**

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

OPEN SPACE

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

(ii) The requirement has been satisfied.

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

~~Council Delegate~~
~~Council Seal~~
~~Date~~

Re-certified under Section 11(7) of the Subdivision Act 1988.

Council Delegate
~~Council Seal~~
Date **28/4/2008**

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	CITY OF WHITTLESEA
ROAD R2	CITY OF WHITTLESEA

NOTATIONS

STAGING This is/is not a staged subdivision.
Planning permit No.

HAWKSTOWE
4.034ha

STAGE 5
47 LOTS

DEPTH LIMITATION DOES NOT APPLY

LOTS 1 TO 500 AND 548 TO 1007 HAVE BEEN OMITTED FROM THIS PLAN

ROAD R1 IS PARTIALLY ENCUMBERED BY EASEMENTS E-5 AND E-7
ROAD R2 IS PARTIALLY ENCUMBERED BY EASEMENTS E-2, E-11, E-12 & E-13
FOR RESTRICTIONS AFFECTING LOTS 501 TO 547 & 1008 SEE CREATION OF RESTRICTIONS A, B, C AND BUILDING ENVELOPES ON SHEETS 6, 7, 8 & 9

OTHER PURPOSE OF PLAN
REMOVAL OF EASEMENT SHOWN E-4 ON PS539567P AS IT AFFECTS LOT 520 OF THIS PLAN

GROUND FOR REMOVAL:
BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN

SURVEY THIS PLAN IS/IS NOT BASED ON SURVEY

EASEMENT INFORMATION

LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
SEE SHEET 5 FOR EASEMENT DETAILS				

LR USE ONLY

STATEMENT OF COMPLIANCE/
EXEMPTION STATEMENT

RECEIVED

DATE **20/5/2008**

LR USE ONLY

PLAN REGISTERED
TIME 12:27pm
DATE **26/5/2008**

NK
Assistant Registrar of Titles

SHEET 1 OF 9 SHEETS



LICENSED SURVEYOR (PRINT)..... PATRICK RICE

SIGNATURE DATE **26/2/2008**

REF **0402100.05** VERSION **K**

DATE **28/4/2008**

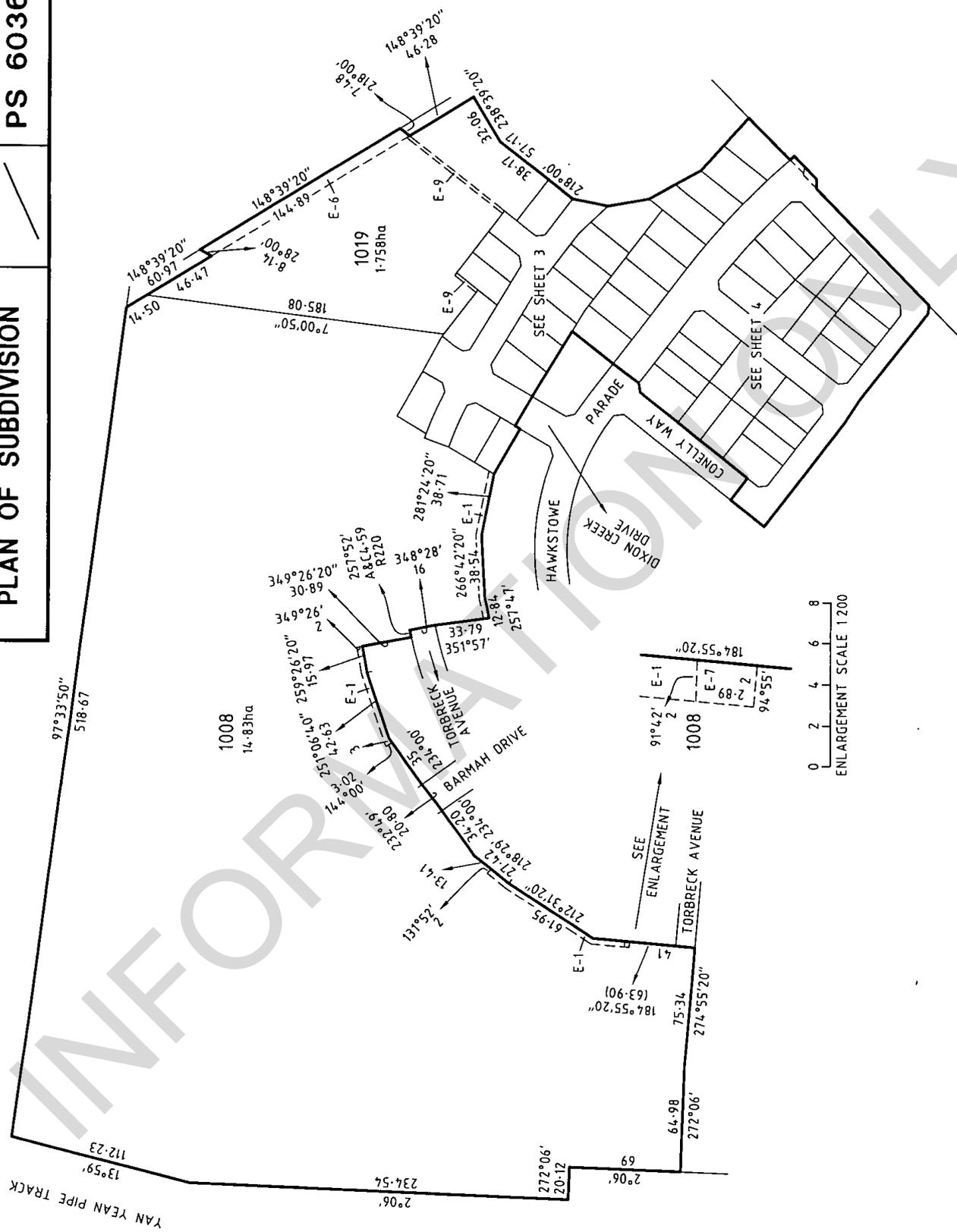
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE No. /

PLAN NUMBER
PS 603627S



SHEET 2 OF 9 SHEETS

DATE **28/4/2008**

COUNCIL DELEGATE SIGNATURE

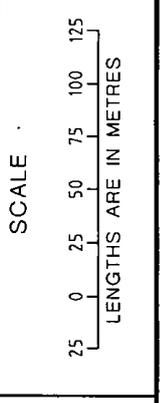
LICENSED SURVEYOR (PRINT)..... PATRICK RICE

SIGNATURE DATE **20/2/2008**

REF **0402100.05** VERSION **K**

ORIGINAL SCALE SHEET SIZE

1:2500 A3



Melbourne Survey T 9869 0813 F 9869 0901

PLAN OF SUBDIVISION

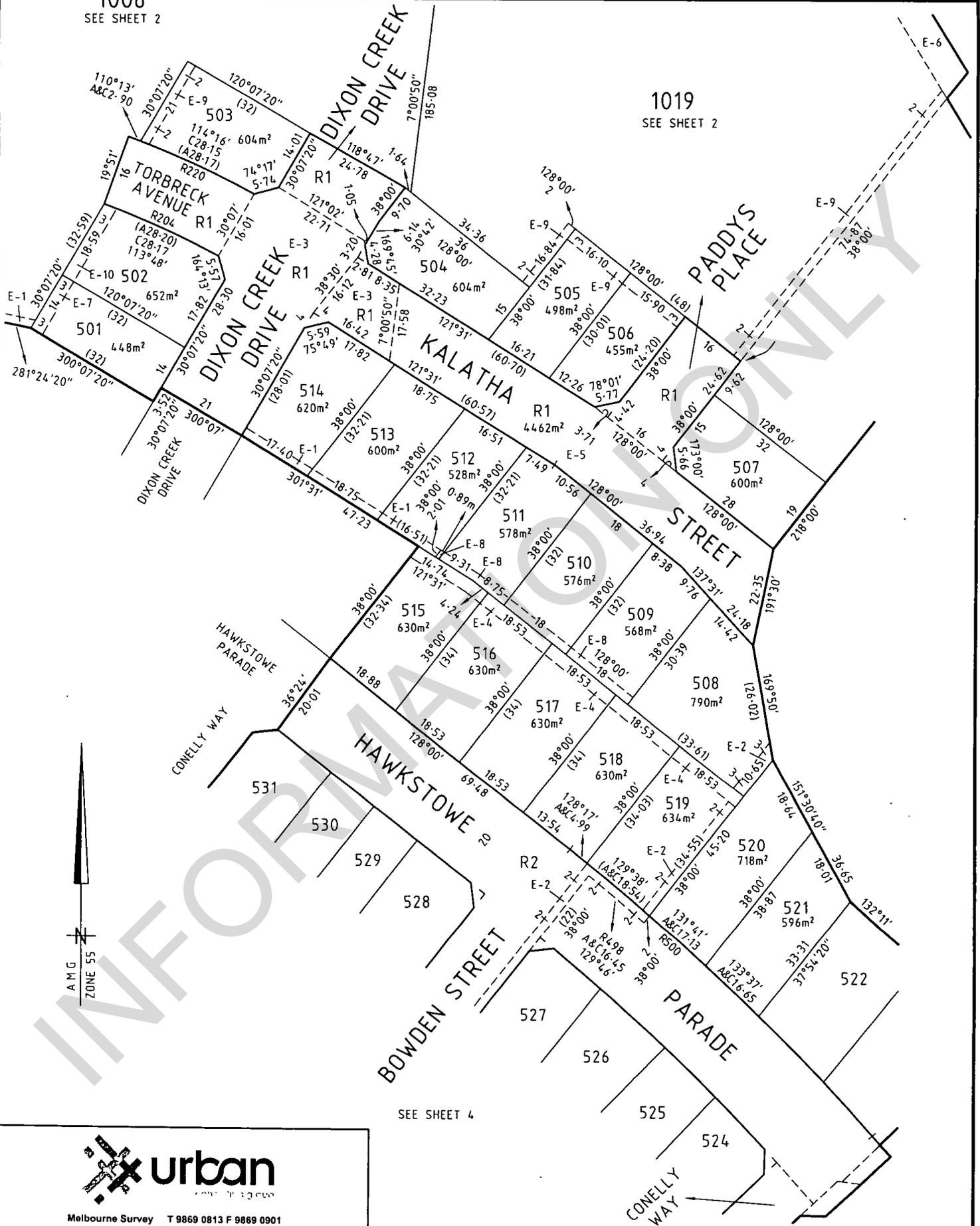
STAGE No.

PLAN NUMBER

PS 603627S

1008
SEE SHEET 2

1019
SEE SHEET 2

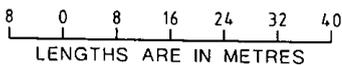


SEE SHEET 4



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SCALE



ORIGINAL

SCALE SHEET
1:800 A3

LICENSED SURVEYOR (PRINT).....

PATRICK RICE

SIGNATURE

DATE 26/2/2008

REF 0402100.05

VERSION K

SHEET 3 OF 9 SHEETS

DATE 26/4/2008

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 603627S

EASEMENT REFERENCE	PURPOSE	WIDTH (Metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE	2	PS549824P	CITY OF WHITTLESEA
E-2	SEWERAGE	SEE PLAN	PS549824P	YARRA VALLEY WATER LTD
E-3	DRAINAGE SEWERAGE WATER SUPPLY POWERLINE	SEE PLAN SEE PLAN SEE PLAN SEE PLAN	PS527051U PS527051U PS527051U PS527051U-SEC 88 OF THE ELECTRICITY INDUSTRY ACT 2000	CITY OF WHITTLESEA YARRA VALLEY WATER LTD YARRA VALLEY WATER LTD SPI ELECTRICITY PTY LTD
	CARRIAGEWAY	SEE PLAN	PS527051U	YARRA VALLEY WATER LTD
E-4	SEWERAGE	3	PS539567P	YARRA VALLEY WATER LTD
E-5	DRAINAGE SEWERAGE WATER SUPPLY TELECOMMUNICATION POWERLINE	SEE PLAN SEE PLAN SEE PLAN SEE PLAN SEE PLAN	PS539567P PS539567P PS539567P PS539567P PS539567P-SEC 88 OF THE ELECTRICITY INDUSTRY ACT 2000	CITY OF WHITTLESEA YARRA VALLEY WATER LTD YARRA VALLEY WATER LTD LOT A ON PS539567P SPI ELECTRICITY PTY LTD
	CARRIAGEWAY	SEE PLAN	PS539567P	LOT A ON PS539567P
E-6	CARRIAGEWAY SEWERAGE	7 7	PS539567P PS539567P	LOT A ON PS539567P YARRA VALLEY WATER LTD
E-7	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS549824P PS549824P	CITY OF WHITTLESEA YARRA VALLEY WATER LTD
E-8	DRAINAGE	2	THIS PLAN	CITY OF WHITTLESEA
E-9	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER LTD
E-10	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	CITY OF WHITTLESEA YARRA VALLEY WATER LTD
E-11	TRANSMISSION OF ELECTRICITY	SEE PLAN	C/E D86707	SEC V
E-12	TRANSMISSION OF ELECTRICITY	SEE PLAN	C/E A143870 C/E C391967 C/E 1288058	STATE ELECTRICITY COMMISSION OF VICTORIA
	ELECTRICITY SUPPLY	SEE PLAN	LP130903U	LAND IN LP130903U
E-13	DRAINAGE	SEE PLAN	PS527053Q	CITY OF WHITTLESEA
E-14	SEWERAGE DRAINAGE	SEE PLAN SEE PLAN	PS549824P THIS PLAN	YARRA VALLEY WATER LTD CITY OF WHITTLESEA



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SCALE



ORIGINAL

SCALE

SHEET

SIZE

A3

LICENSED SURVEYOR (PRINT)

PATRICK RICE

SIGNATURE

DATE 26/2/2008

REF 0402100.05

VERSION K

SHEET 5 OF 9 SHEETS

DATE 28/4/2008

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 603627S

CREATION OF RESTRICTION "A"

Upon registration of this plan the following restriction is created:

TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOT No	BENEFITING LOTS
501	502
502	501
503	504
504	505
505	504, 506
506	505
507	506
508	509, 518, 519, 520
509	508, 510, 517, 518
510	509, 511, 516, 517
511	510, 512, 515, 516
512	511, 513, 515
513	512, 514
514	513
515	511, 512, 516
516	510, 511, 515, 517

BURDENED LOT No	BENEFITING LOTS
517	509, 510, 516, 518
518	508, 509, 517, 519
519	508, 518, 520
520	508, 519, 521
521	520, 522
522	521, 523
523	522
524	525, 547
525	524, 526, 547
526	525, 527, 540
527	526, 540
528	529, 539
529	528, 530, 539
530	529, 531, 532
531	530, 532
532	530, 531, 533, 539

BURDENED LOT No	BENEFITING LOTS
533	532, 534, 535, 538
534	533, 535
535	533, 534, 536
536	535, 537, 538
537	536, 538
538	533, 536, 537, 539
539	528, 529, 532, 538
540	526, 527, 541, 547
541	540, 542, 543, 544, 546
542	541, 543
543	541, 542, 544
544	541, 543, 545, 546
545	544, 546
546	541, 544, 545, 547
547	524, 525, 540, 546

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot on this plan to which this restriction applies shall not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with endorsed memorandum of common provisions registered in dealing no. AA 1134 which memorandum of common provisions is incorporated into this plan.

This restriction shall cease to have effect on 31 December 2014.



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SCALE



ORIGINAL

SCALE SHEET SIZE
A3

LICENSED SURVEYOR (PRINT)..... PATRICK RICE

SIGNATURE DATE 26/2/2008

REF 0402100.05 VERSION K

SHEET 6 OF 9 SHEETS

DATE 26/4/2008

COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 603627S

CREATION OF RESTRICTION "B"

Upon registration of this plan the following restriction is created:

Land to benefit: Lots 501 to 547 (all inclusive), lots 1008 & 1019

Land to be burdened: Lots 501 to 547 (all inclusive) (each lot being a "burdened lot")

The registered proprietor or proprietors for the time being of any burdened lot must not:

- B1 build or permit more than one dwelling-house to be built or remain on the burdened lot;
- B2 build or erect or permit to be built or erected or remain on the burdened lot or any part of it:
 - B2.1 any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications which have first been approved in writing by Stockland Development Pty Ltd ACN 000 064 835 ("Stockland") in accordance with the Hawkstowe Design and Development Plan Stage 5 ("Design Guidelines") as amended from time to time; or
 - B2.2 any building or structure other than one which complies with the provisions of the Design Guidelines;
- B3 erect or allow any signs to remain on the burdened lot other than the following:
 - B3.1 where a dwelling constructed on the burdened lot has been completed and is offered for sale (but not if the burdened lot remains vacant or the dwelling is partly completed and is offered for sale) one real estate agent's "for sale" sign not exceeding 2.4 metres x 1.8 metres; or
 - B3.2 during the period of construction of a dwelling on the burdened lot signs of builders and tradespersons who are carrying out construction work on the burdened lot; or
 - B3.3 signs of builders advertising homes to be constructed by those builders on the burdened lot or on any other lot in the Development and offered for sale to members of the public, subject to obtaining Stockland's prior written approval of those signs;
- B4 use the burdened lot or any part of it as a display home except with Stockland's prior written consent;
- B5 park any trucks or commercial vehicles with a carrying capacity exceeding 1.5 tonnes on the burdened lot except on a temporary basis for the purpose of supplying goods to an occupier of the burdened lot or in connection with the construction of a dwelling-house on the burdened lot.

In this restriction "Development" means Stockland's development known as Hawkstowe, Wilton Vale Road, South Morang, which includes the land in this plan.

This restriction shall cease to have effect on 31 December 2014.

CREATION OF RESTRICTION "C"

Upon registration of this plan the following restriction is created:

Land to benefit: Lots 501 to 547 (all inclusive), lots 1008 & 1019

Land to be burdened. Lots 515 to 523 (all inclusive) (each lot being a "burdened lot")

The registered proprietor or proprietors for the time being of any burdened lot must not erect or permit the erection of any building or improvements on the burdened lot unless that building (excluding sheds, garages, carports and outbuildings which do not form part of any dwelling-house erected on the burdened lot) has no less than 2 storeys but does not have more than 2 storeys.

This restriction shall cease to have effect on 31 December 2014.



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SCALE



ORIGINAL SCALE SHEET SIZE
A3

LICENSED SURVEYOR (PRINT)..... PATRICK RICE
SIGNATURE DATE 26/2/2008
REF 0402100.05 VERSION K

SHEET 7 OF 9 SHEETS

DATE 28/4/2008
COUNCIL DELEGATE SIGNATURE

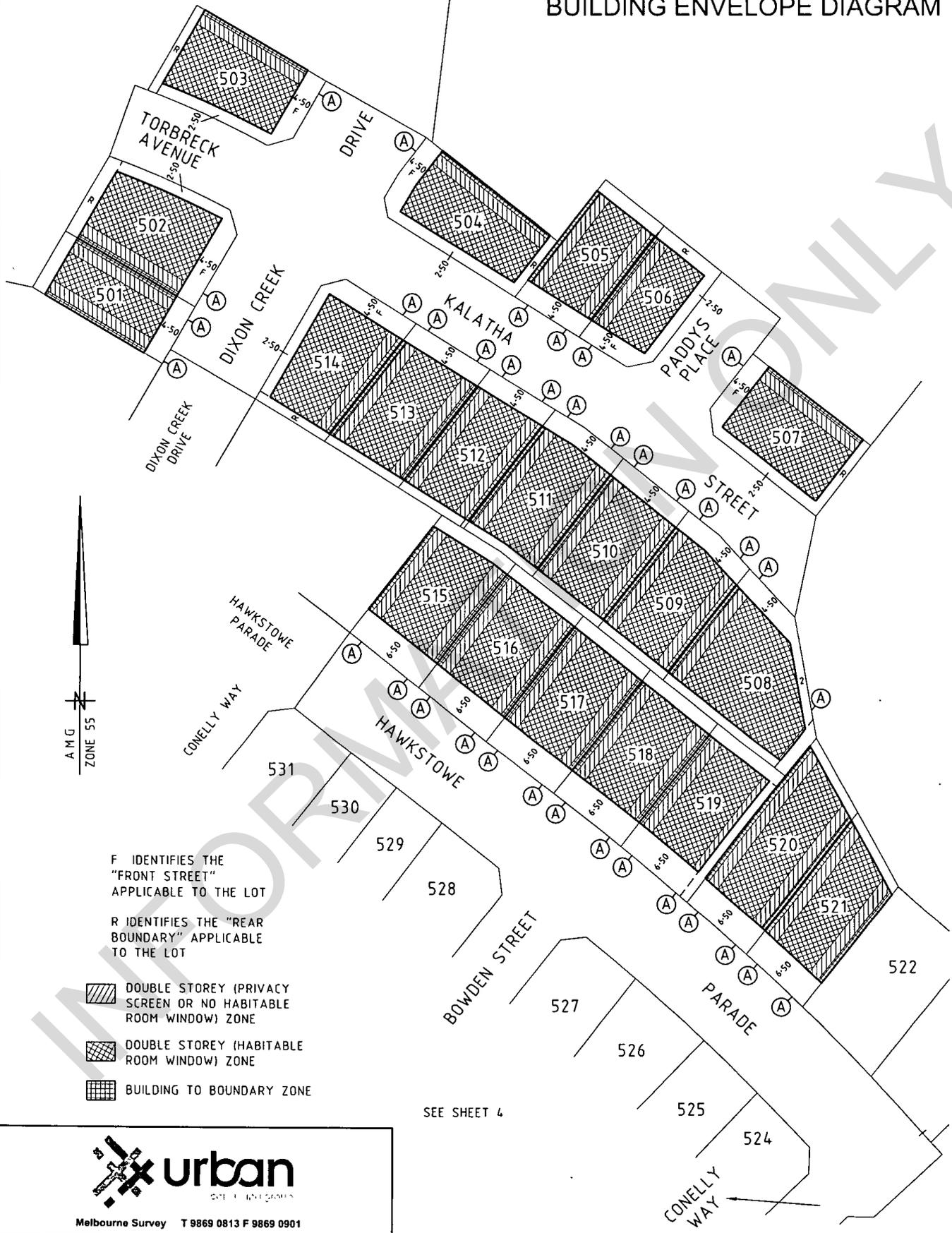
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 603627S

BUILDING ENVELOPE DIAGRAM



F IDENTIFIES THE "FRONT STREET" APPLICABLE TO THE LOT
 R IDENTIFIES THE "REAR BOUNDARY" APPLICABLE TO THE LOT

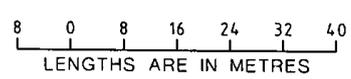
- DOUBLE STOREY (PRIVACY SCREEN OR NO HABITABLE ROOM WINDOW) ZONE
- DOUBLE STOREY (HABITABLE ROOM WINDOW) ZONE
- BUILDING TO BOUNDARY ZONE

SEE SHEET 4



Melbourne Survey T 9869 0813 F 9869 0901

SCALE



ORIGINAL

SCALE 1:800
 SHEET SIZE A3

LICENSED SURVEYOR (PRINT)..... PATRICK RICE
 SIGNATURE DATE 26/2/2008
 REF 0402100.05 VERSION K

SHEET 8 OF 9 SHEETS

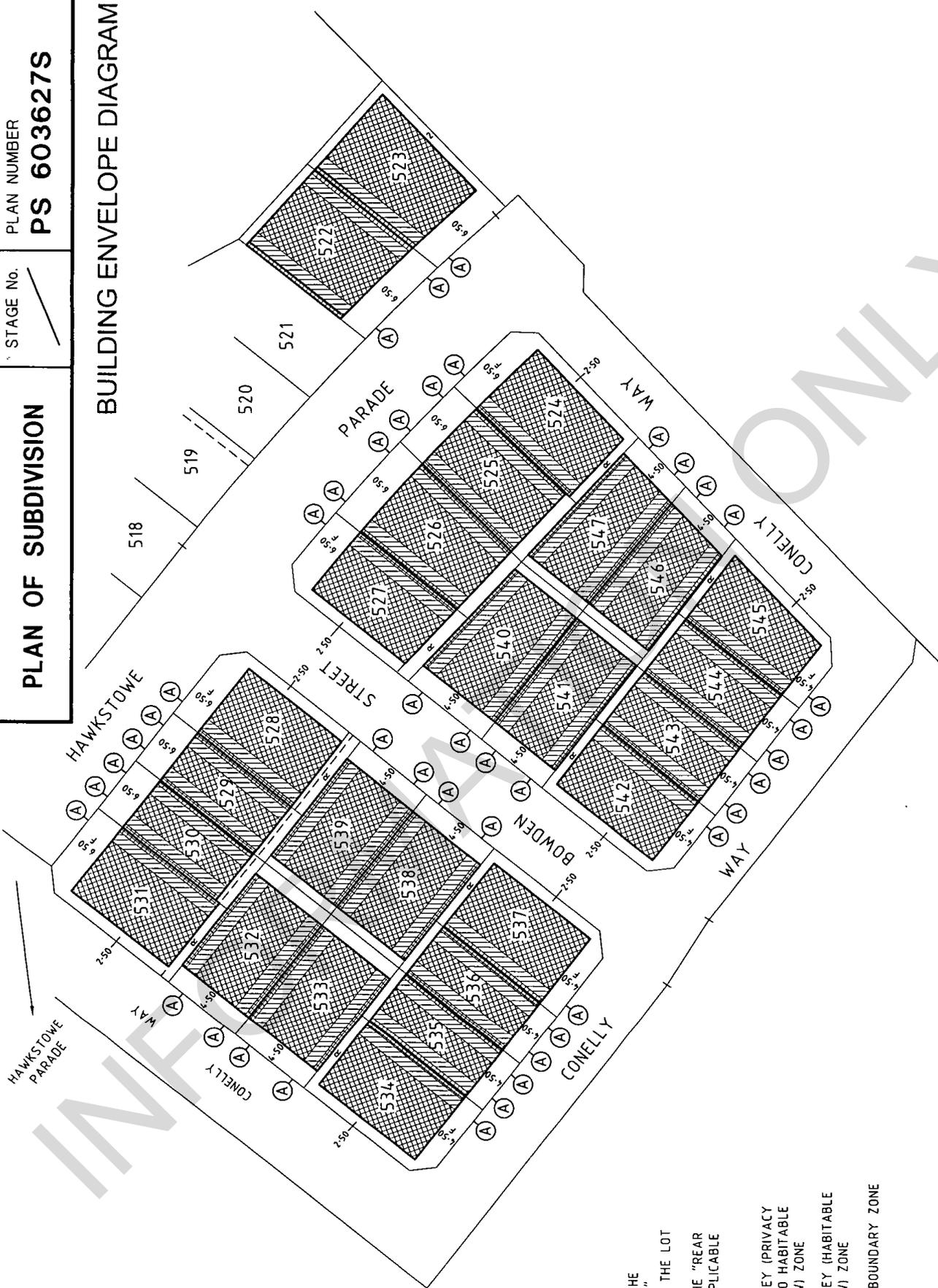
DATE 29/4/2008
 COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No. 

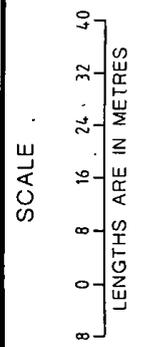
PLAN NUMBER
PS 603627S

BUILDING ENVELOPE DIAGRAM



F IDENTIFIES THE "FRONT STREET" APPLICABLE TO THE LOT
R IDENTIFIES THE "REAR BOUNDARY" APPLICABLE TO THE LOT

-  DOUBLE STOREY (PRIVACY SCREEN OR NO HABITABLE ROOM WINDOW) ZONE
-  DOUBLE STOREY (HABITABLE ROOM WINDOW) ZONE
-  BUILDING TO BOUNDARY ZONE



ORIGINAL SCALE 1:800
SHEET SIZE A3

LICENSED SURVEYOR (PRINT)..... PATRICK RICE
SIGNATURE..... DATE **26/2/2008**
REF **0402100.05** VERSION **K**

SHEET 9 OF 9 SHEETS
DATE **20/4/2008**
COUNCIL DELEGATE SIGNATURE



urban
consulting group
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Created at 09 October 2025 05:02 PM

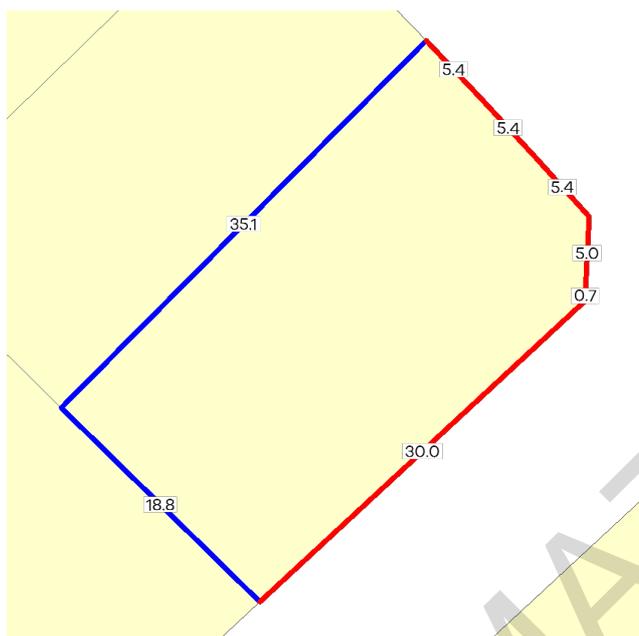
PROPERTY DETAILS

Address: **90 HAWKSTOWE PARADE SOUTH MORANG 3752**
Lot and Plan Number: **Lot 524 PS603627**
Standard Parcel Identifier (SPI): **524\PS603627**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **655589**
Directory Reference: **Melway 183 K3**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 668 sq. m

Perimeter: 106 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

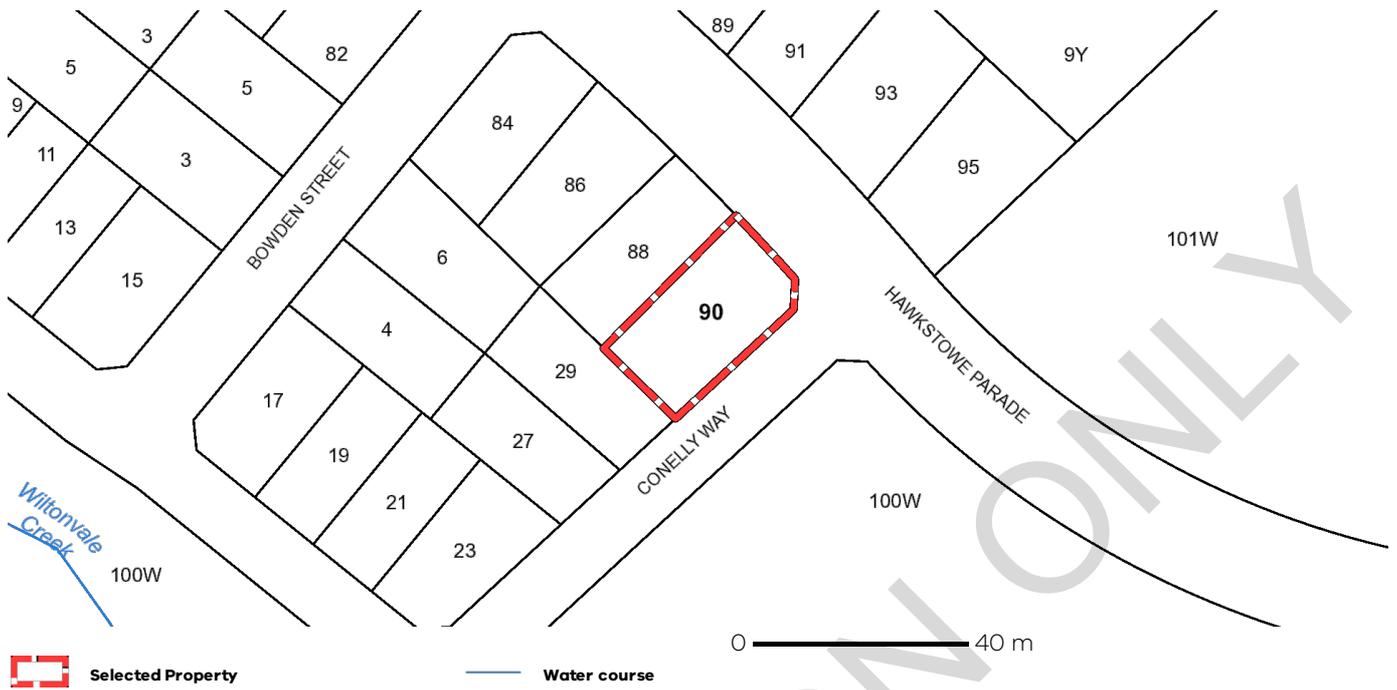
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



PROPERTY DETAILS

Address: **90 HAWKSTOWE PARADE SOUTH MORANG 3752**
 Lot and Plan Number: **Lot 524 PS603627**
 Standard Parcel Identifier (SPI): **524\PS603627**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **655589**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 183 K3**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

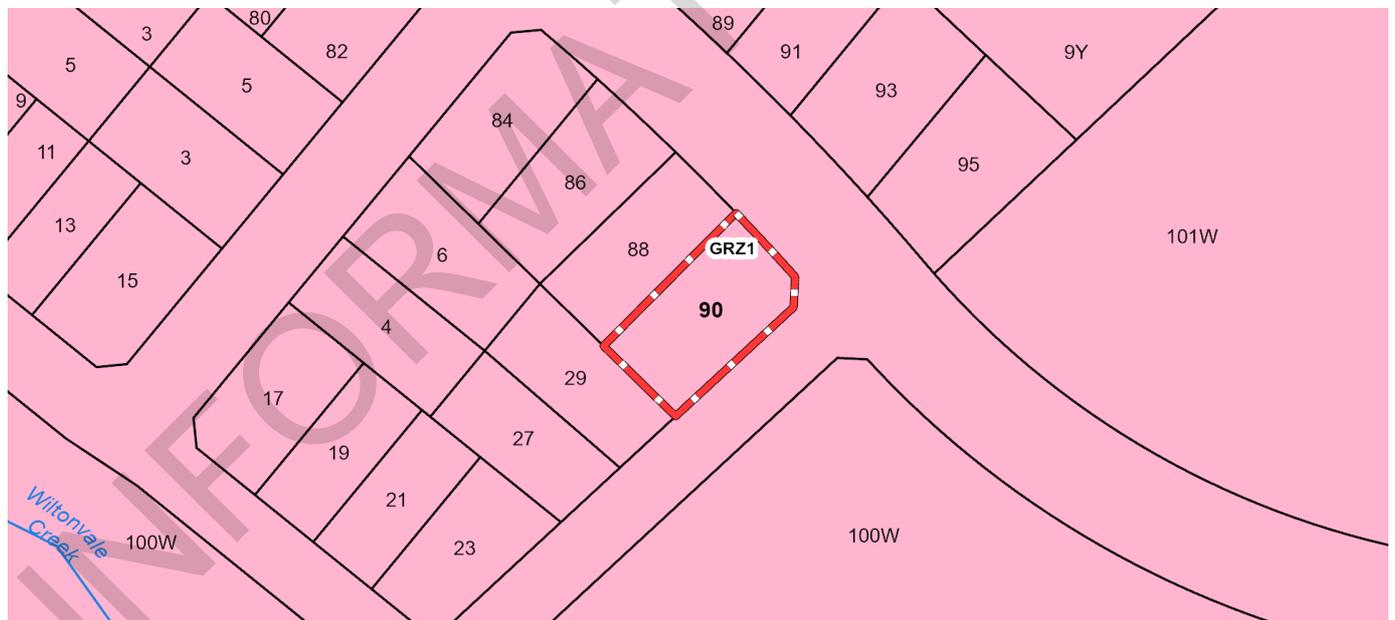
Legislative Council: **NORTHERN VICTORIA**
 Legislative Assembly: **YAN YEAN**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

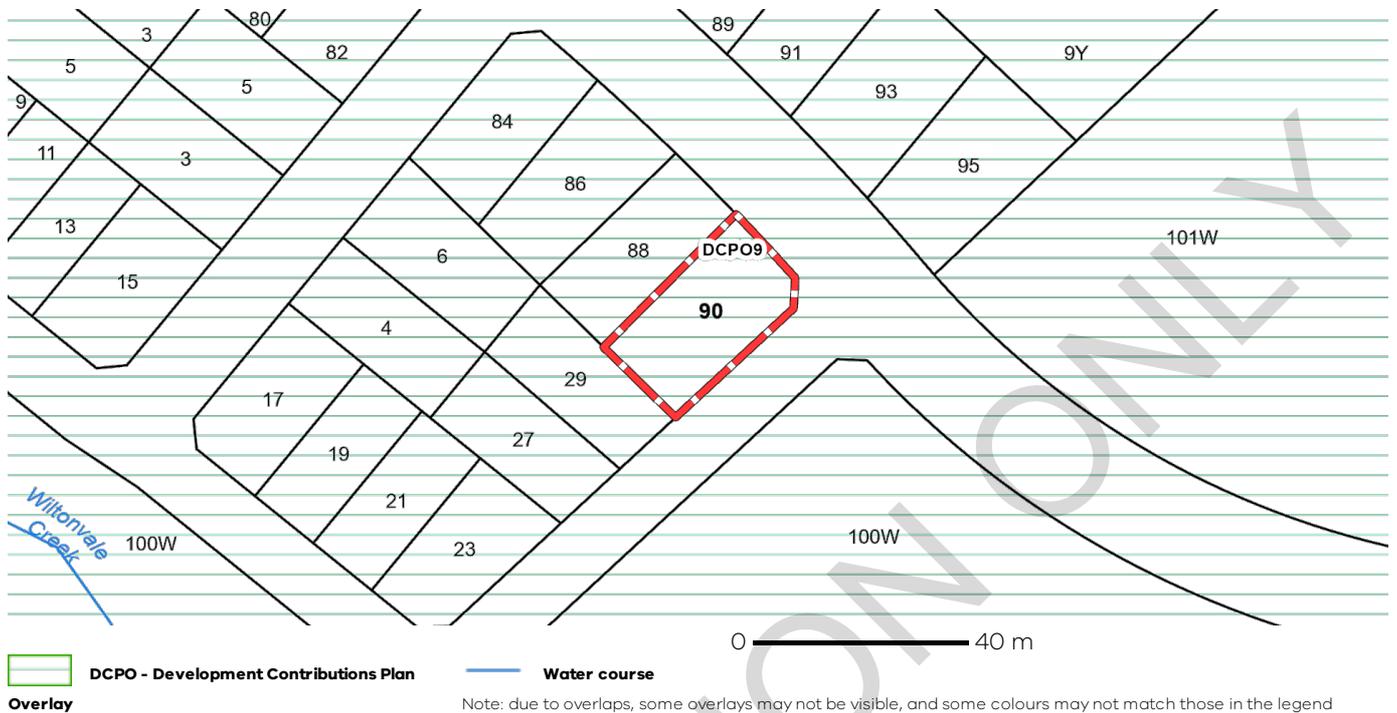
Water course

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

Planning Overlays

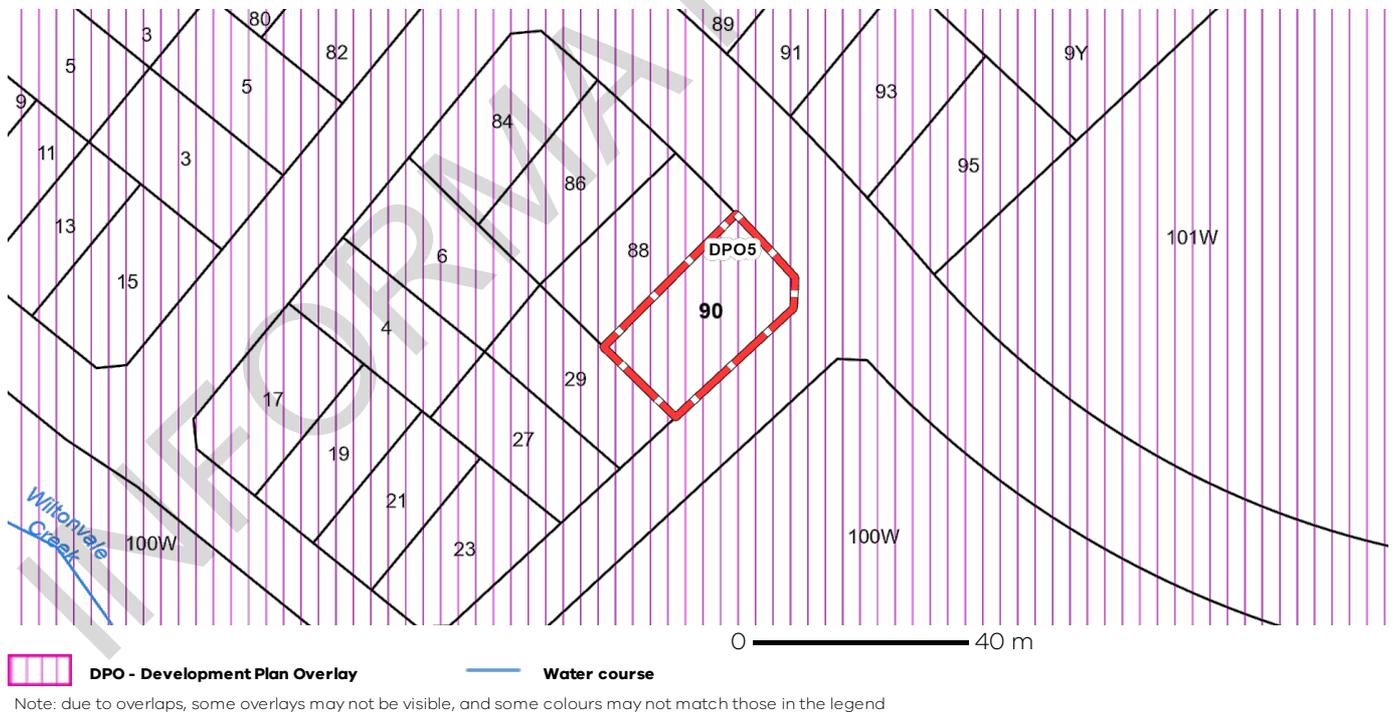
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 9 (DCPO9)



DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)



Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

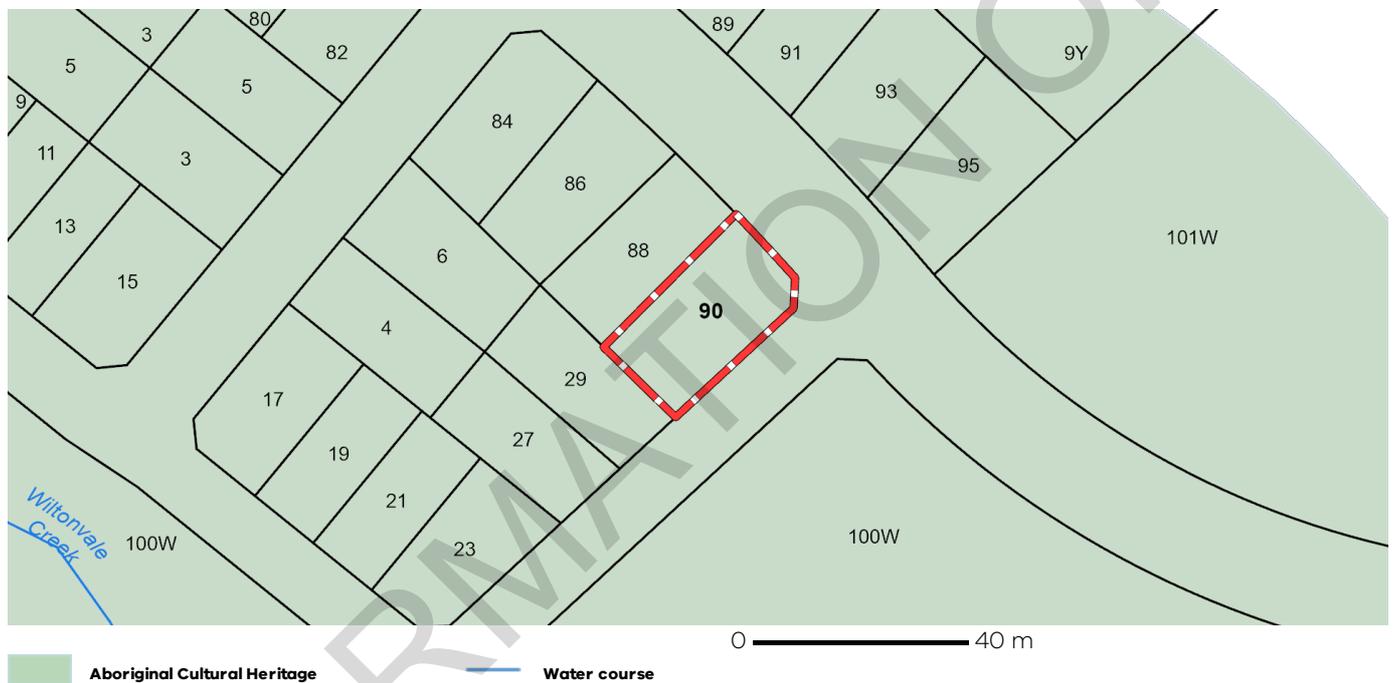
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 9 October 2025.

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.vic.gov.au/vicplan/>

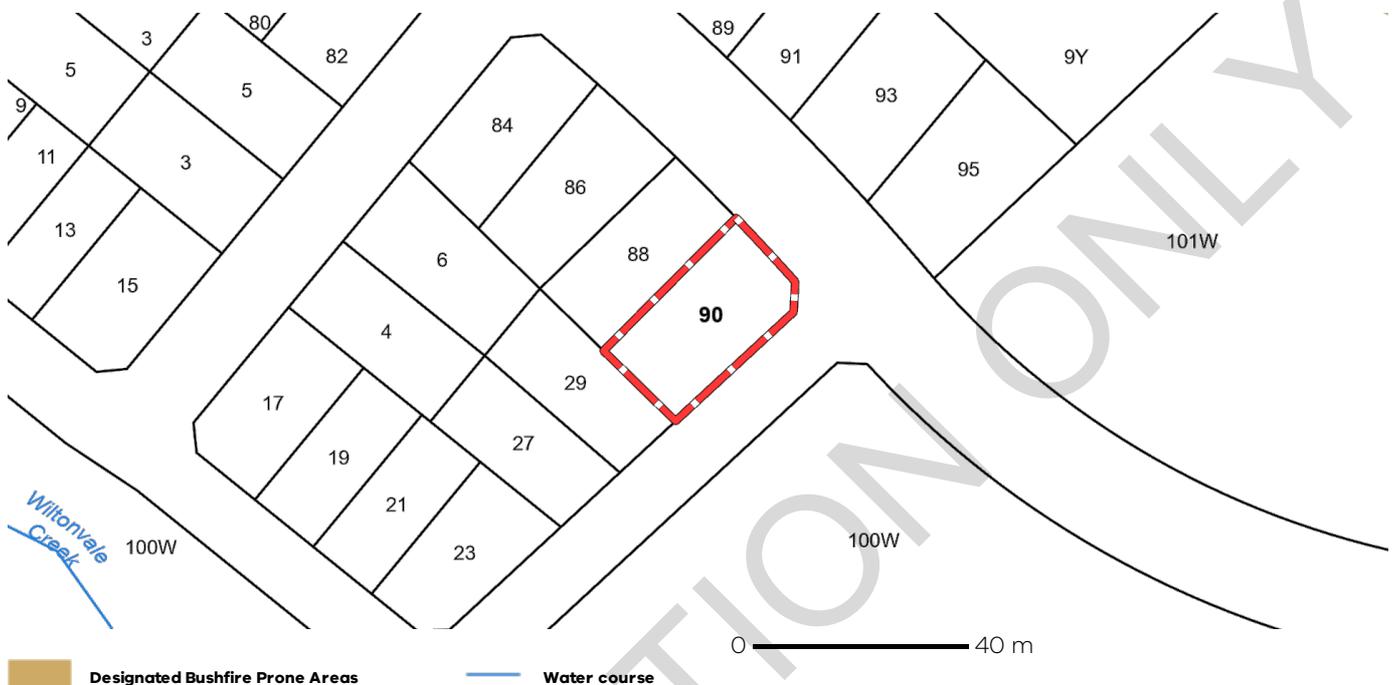
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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

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

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

Date of issue
15/10/2025

Assessment No.
655589

Certificate No.
177334

Your reference
26946 TSALKOS

Home Conveyancing Reservoir Pty Ltd
PO Box 458
RESERVOIR VIC 3073

Land information certificate for the rating year ending 30 June 2026

Property location: 90 Hawkstowe Parade SOUTH MORANG 3752

Description: LOT: 524 PS: 603627S

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$875,000	\$525,000	\$43,750

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

1. Rates, charges and other monies:

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

Rates & charges

General rate levied on 01/07/2025	\$2,068.80
Food/Green waste bin charge levied on 01/07/2025	\$95.30
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$151.38
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$0.00
Interest to 26/06/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00

Balance of rates & charges due: \$2,766.13

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due \$2,766.13

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

 **131 450**

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 655589



Phone 1300 301 185
Ref 655589



Biller Code 5157
Ref 655589

Enquiries: *Building and Planning Administration 9217 2170*
Buildplan@whittlesea.vic.gov.au

Your Ref: n/a

27 October 2025

Reservoir Home Conveyancing
 Lydia Maric

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
 90 (Lot 524) Hawkstowe Parade, SOUTH MORANG**

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

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
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In the last 10 years no building permits were issued.

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act **No**

(Please consult with Owner for copy of Building Notice where applicable)

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit www.whittlesea.vic.gov.au/pools.

Yours sincerely

**BUILDING & PLANNING
 CITY OF WHITTLESEA**

Council Offices
 25 Ferres Boulevard
 South Morang VIC 3752
 Locked Bag 1
 Bundoora MDC VIC 3083
 ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

 **Free Telephone Interpreter Service**

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

15th October 2025

Home Conveyancing Reservoir

Dear Home Conveyancing Reservoir,

RE: Application for Water Information Statement

Property Address:	90 HAWKSTOWE PARADE SOUTH MORANG 3752
Applicant	Home Conveyancing Reservoir
Information Statement	30981757
Conveyancing Account Number	4859580000
Your Reference	26946 TSALKOS

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	90 HAWKSTOWE PARADE SOUTH MORANG 3752
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	90 HAWKSTOWE PARADE SOUTH MORANG 3752
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STATEMENT UNDER SECTION 158 WATER ACT 1989

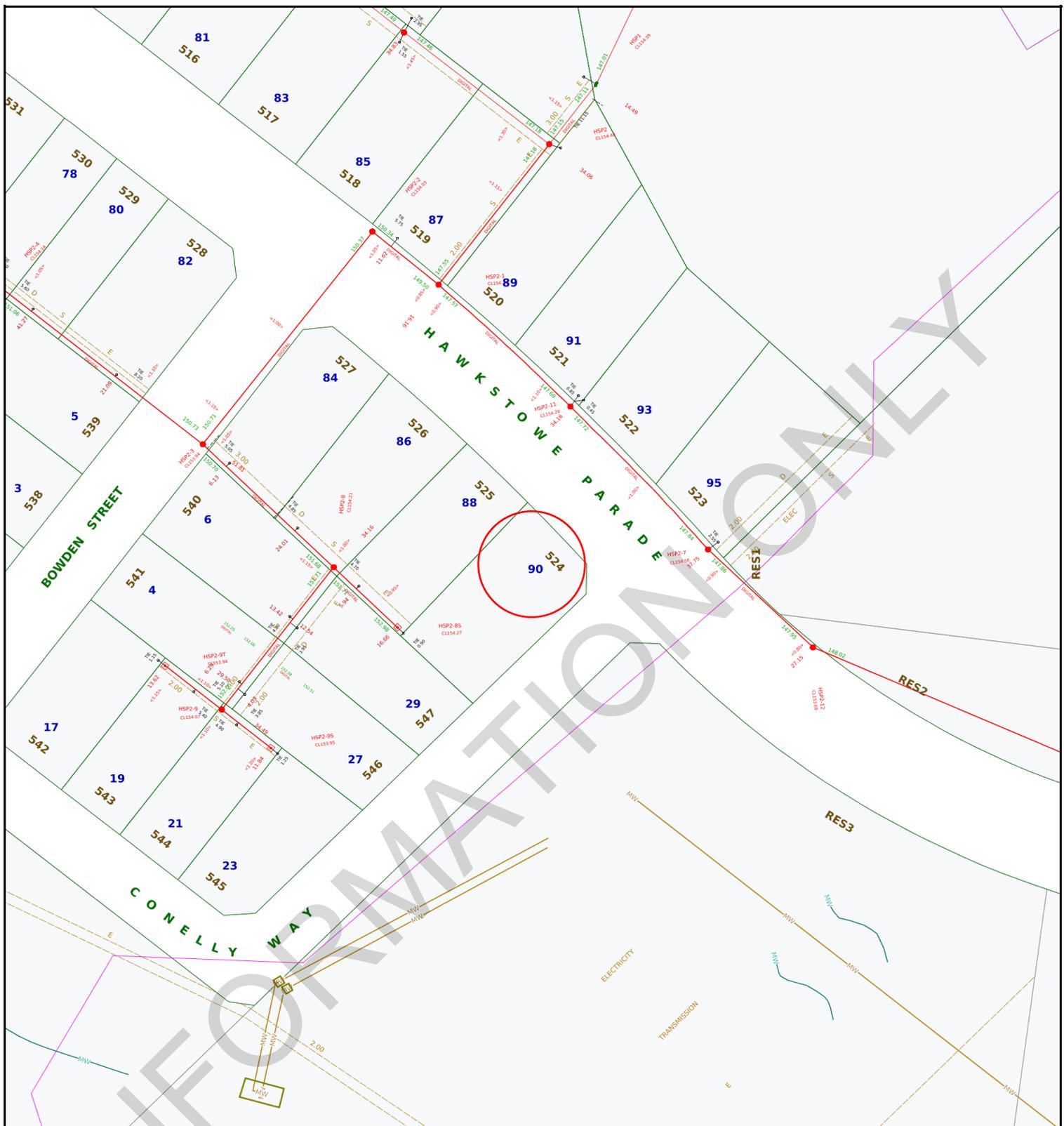
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30981757**

Address	90 HAWKSTOWE PARADE SOUTH MORANG 3752	
Date	15/10/2025	
Scale	1:1000	

Yarra Valley Water
ABN 93 066 902 501

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

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

Home Conveyancing Reservoir
office4@Homeconveyancing.Com.Au

RATES CERTIFICATE

Account No: 1660830000
Rate Certificate No: 30981757

Date of Issue: 15/10/2025
Your Ref: 26946 TSALKOS

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
90 HAWKSTOWE PDE, SOUTH MORANG VIC 3752	524\PS603627	1658172	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$21.26
Residential Usage Charge		\$0.00	\$0.00
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	\$122.58	\$122.58
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$31.51
Residential Water and Sewer Usage Charge		\$0.00	\$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		\$197.98



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

INFORMATION

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

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

Property No: 1658172

Address: 90 HAWKSTOWE PDE, SOUTH MORANG VIC 3752

Water Information Statement Number: 30981757

HOW TO PAY



Bill Code: 314567
Ref: 16608300008

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



MR MICHAEL TSALKOS
C/- HOME CONVEYANCING RESERVOIR
288 BROADWAY
RESERVOIR VIC 3073

Our reference: 7163946807765

Phone: **13 28 66**

16 October 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello MICHAEL,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411146695768
Vendor name	MICHAEL TSALKOS
Clearance Certificate Period	15 October 2025 to 15 October 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.