

Contract of Sale of Real Estate

Property address **11 Hawkstowe Parade, South Morang 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.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

- under power of attorney; or
 - as director of a corporation; or
 - as 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/...../2025

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2025

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

PAUL TOTIKIDIS BEING SIGNED BY SAVVAS TOTIKIDIS AND TINA TOTIKIDIS ALSO KNOWN AS ATHINA KAKOLIRIS

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below 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 a publicly advertised auction or on the day on which the auction was held; or
- * you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- * you bought the land within 3 clear business days after a publicly advertised auction was held; or
- * the property is used primarily for industrial or commercial purposes; or
- * the property is more than 20 hectares in size and is used primarily for farming; or
- * you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- * you are an estate agent or a corporate body.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

HARCOURTS RATA & CO
1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766 Mob: Fax: 03 9464 3177 Ref:

Vendor

PAUL TOTIKIDIS BEING SIGNED BY SAVVAS TOTIKIDIS AND TINA TOTIKIDIS ALSO KNOWN AS ATHINA KAKOLIRIS

Pursuant to Orders made in the Federal Circuit and Family Court of Australia on 20 March 2025, Savvas Totikidis is authorised to sign any documents relating to the sale on behalf of the vendor, Paul Totikidis

Vendor's legal practitioner or conveyancer

Melbourne Real Estate Conveyancing Pty Ltd
954 High Street Reservoir Vic 3073

Email: julia@melbournerec.com.au

Tel: 0421 704 140 Mob: Fax: Ref: JK:25/3478JK

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel:..... Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

| Certificate of Title reference | being lot | on plan |
|--------------------------------|-----------|---------|
| Volume 10912 Folio 437 | 104 | 527051U |
| Volume Folio | | |

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 title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: **11 Hawkstowe Parade, South Morang 3752**

Goods sold with the land (general condition 6.3 (f)) (list or attach schedule)

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

Payment (general condition 14 and 17)

| | | | | |
|---------|----|-------|-----------------------|-----------------------------------|
| Price | \$ | | | |
| Deposit | \$ | _____ | by _____ | (of which \$ _____ has been paid) |
| Balance | \$ | _____ | payable at settlement | |

GST (general condition 19)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

Settlement (general condition 17)

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

Lease (general condition 5.1)

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 5.1

If '**subject to lease**' then particulars of the lease are :

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount

Approval date:

FIRB APPROVAL REQUIRED (Special Condition 16)

YES Passport Provided? Yes or No?

Passport Number

NO

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

Special conditions

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: No Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid: at completion at another time (specify):

Is any of the consideration not expressed as an amount in money? No Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

Special Conditions

1. Auction

- 1.1 If the property is sold by public auction then the property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.
- 1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

2. Acceptance of title

General condition 12.4 is added:

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

3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
 - 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (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.
 - 3.3 This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
 - 3.4 The amount is to be deducted from the Vendor's entitlement to the contract consideration. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.
 - 3.5 The Purchaser must:
 - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
 - 3.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition;
- despite
- (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
 - (e) any other provision in this contract to the contrary.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
 - 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the Purchaser at least 5 business days before the due date for settlement.
 - 3.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
 - 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

4. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 4.1 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.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3 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.
- 4.4 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.
- 4.5 The Vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 4.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or by 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 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.
- 4.9 The Vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the Purchaser is entitled at settlement, and any keys if not delivered to the Estate Agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the vendor holds those documents, items and keys at the Vendor's address set out in the contract, and
 - (d) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 4.10 The Vendor must, at least 3 days before the due date for settlement, provide the original of any document required to be prepared by the Vendor in accordance with general condition 6.

5. GST withholding

- 5.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in a *New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of

Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

5.4 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 under the legislation and this general condition; and
- (b) ensure that the representative does so.

5.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

5.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

5.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

5.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.

5.9 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

5.10 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

5.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late

payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.

5.12 This general condition will not merge on settlement.

6. Interpretation.

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

7. Whole Contract.

The Purchaser acknowledges and agrees that:

- 7.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

8. Land Identity.

The Purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss 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 to bear all or any part of the cost of doing so.

9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all orders or requirements under the building regulations.
- 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
- 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or
- 9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements

9.6 The Purchaser acknowledges that the Vendor makes no Representation for any permits or approvals of any improvements to the property, if any. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.6 and the purchaser shall make no request, claims, seek compensation or delay settlement or rescind or terminate the Contract of Sale whatsoever because of special condition 9.6. The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to special condition 9.6.

9.7 PROPERTY SOLD "AS IS"

The Purchaser acknowledges and agrees:

26.1 that the property is purchased by the Purchaser:-

(a) on an "as is" basis and as a result of the independent exercise of the purchaser's own skill and judgement after due inspection and investigation;

(b) in its present condition with all existing patent and latent defects; General Condition 31.2, 31.3, 31.4, 31.5 and 31.6 are deleted from this Contract

(c) Subject to any infestations or dilapidations

(d) Subject to all non-compliance with the local Government Act or any ordinance under that act in respect of any building on the land.

26.2 the Vendor has not made nor shall be construed as having made any representation or warranty that any improvements or appliances on the property comply with the Uniform Building Regulations and any other relevant rules regulations or statutory provisions in relation to them or any permit or other authority issued with respect to them.

26.3 no representation or warranty has been made or given by the Vendor or by any person acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

(i) the marketability, quality or fitness for any purpose of the Property or the improvements;

(ii) the freedom of the Property from defects, infestation, contamination or dangerous substances;

(iii) the use to which the Property can lawfully be put; or

(iv) whether development of any description may be carried out on the Property.

26.4 The Purchaser shall not be entitled to claim any damages or compensation or to delay the settlement of the sale herein by reason of: the state of cleanliness of any improvement erected on the land herein sold;

9.7 General Condition 12 is Deleted from this Contract.

10. Improvements.

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes or any other regulations. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

11. Planning.

The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, or objection, nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser must not delay settlement or refuse to settle. Save for any warranties or representations, which cannot be legally excluded with respect to the use of the said land or any part thereof.

12. Restrictions.

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the Purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

13. Settlement.

(a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.

(b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.

(c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.

(d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled

settlement time/date.

- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

14. Licence Agreement.

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

15. Guarantee & Indemnity.

- 15.1 Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

16. Foreign Acquisitions and Takeovers Act 1975.

- 16.1 If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:
 - 16.1.1 warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and
- 16.2 If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:
 - 16.2.1 must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor
 - 16.2.2 The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.
 - 16.2.3 The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

17. Loans / Finance

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

18. Indemnity – Estate Agent

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

19. Adjustments of Outgoings

- 19.1 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.
- 19.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:
 - (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or
 - (b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or
- 19.2.2 On such other basis,

as the Vendor may reasonably direct the Purchaser on or before the settlement date.

- 19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

20. Stamp Duty – Purchasers Buying in unequal Interest

- 20.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).
- 20.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.
- 20.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

21. Vendor Statement

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing the particulars required by section 32(2) of the Sale of Land Act 1962 (as amended)

22. Trust

If the Purchaser is buying the property as trustee of a Trust (**Trust**) then;

- 23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;
- 23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;
- 23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.
- 23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and
- 23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

23. Personal property securities register

Notwithstanding General Condition 11 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.

24. Solar Panels

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

- 25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;
- 25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;
- 25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and
- 25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation To their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising From and electricity generated by the solar panels, or otherwise.

25. Christmas & New Year Holiday Period

If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January in the following calendar year. It is agreed that either party will not issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set to 15 January of the following calendar year, or make any objection, requisition or claim for compensation, arising from/or in connection with the failure to complete settlement under this special condition.

GUARANTEE & INDEMNITY

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1. HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

- (a) THAT in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay the same to the vendor.
- (b) THAT in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
- (c) THE guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained
- (d) THAT no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor:

Purchaser:

Guarantor:

Contract: A contract dated the of 2025 between the vendor and the purchaser

EXECUTED AS A DEED on the of 2025

SIGNED SEALED AND DELIVERED BY)

The said guarantor in the presence of:)

.....
Witness

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. 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.

3. 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.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 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, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently 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.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 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.
- 7.2 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.

8. SERVICES

- 8.1 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.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The 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.
- 10.2 The vendor must promptly initiate the Duties on Line 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.

11. RELEASE OF SECURITY INTEREST

- 11.1 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.
- 11.2 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 11.4, 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.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must-
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 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.
- 11.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-
- (a) that-
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind;

- 11.6 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 11.5 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(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.
- 11.9 If the purchaser received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 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 11.11.
- 11.13 If settlement is delayed under general condition 11.12 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.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

12. 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.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - 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.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- must not exceed 10% of the price; and
 - 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.
- 14.3 The deposit must be released to the vendor if:
- the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - there are no debts secured against the property; or
 - if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 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.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 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.
- 14.7 Payment of the deposit may be made or tendered:
- in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - by cheque drawn on an authorised deposit-taking institution; or
 - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- 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
 - any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 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.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- settlement;
 - the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 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.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 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.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 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.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time 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. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming

mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

- 18.6 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 lodgment.
- 18.7 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 general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 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
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

- 19.1 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).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (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) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 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.
- 19.5 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
- 19.6 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.
- 19.7 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.

20. LOAN

- 20.1 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.

- 20.2 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-approval 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.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition 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.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition 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.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 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.
- 23.2 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.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 24.5 The purchaser must:
- (a) The engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor’s entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14- 255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and

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

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgment network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 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.

26.3 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.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 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.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] 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.

27.3 A document is sufficiently served:

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

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.1 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.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 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.
- 30.2 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; and
 - (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.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 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.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 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 31.2 at settlement.
- 31.5 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.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. 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.

34. DEFAULT NOTICE

34.1 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.

34.2 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.

35. DEFAULT NOT REMEDIED

35.1 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.

35.2 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.

35.3 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.

35.4 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.

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

| | |
|-------------|--|
| Land | 11 Hawkstowe Parade, South Morang 3752 |
|-------------|--|

| | | |
|---------------------------|---|--------------------|
| Vendor's name | Paul Totikidis being signed by SAVVAS TOTIKIDIS | Date / / |
| Vendor's signature | | |

| | | |
|---------------------------|---|--------------------|
| Vendor's name | TINA TOTIKIDIS ALSO known as ATHINA KAKOLIRIS | Date / / |
| Vendor's signature | | |

| | | |
|------------------------------|--|--------------------|
| Purchaser's name | | Date / / |
| Purchaser's signature | | |

| | | |
|------------------------------|--|--------------------|
| Purchaser's name | | Date / / |
| Purchaser's signature | | |

1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$10,000.00

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

| | | |
|--|----|--|
| | To | |
|--|----|--|

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

1.5 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 or is as follows | AVPCC No. |
| (b) Is the land tax reform scheme land within the meaning of the CIPT Act? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| (c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows | Date: OR <input checked="" type="checkbox"/> Not applicable |

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act 1993* if the square box is marked with an 'X'

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

The purchaser is to make their own enquires if the connections are active at the property, the purchaser may need to re connect services at the purchasers expense.

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

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

| |
|--|
| |
|--|

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

Page 1 of 2

VOLUME 10912 FOLIO 437

Security no : 124123314883M
Produced 01/04/2025 01:12 PM

LAND DESCRIPTION

Lot 104 on Plan of Subdivision 527051U.
PARENT TITLE Volume 04215 Folio 947
Created by instrument PS527051U 22/11/2005

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
PAUL TOTIKIDIS
TINA TOTIKIDIS both of 11 HAWKSTOWE PARADE SOUTH MORANG VIC 3752
AQ768760F 27/02/2018

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT AT479415J 31/07/2020

Caveator
CONSTANTINE KAKOLIRIS
Grounds of Claim
IMPLIED, RESULTING OR CONSTRUCTIVE TRUST.
Estate or Interest
FREEHOLD ESTATE
Prohibition
ABSOLUTELY
Lodged by
KAINELAW AUSTRALIAN LAWYERS
Notices to
TIM KAINE of 1 BERNARD STREET BALWYN NORTH VIC 3104

CAVEAT AX093447K 28/07/2023

Caveator
CONSTANTINE KAKOLIRIS
Grounds of Claim
MORTGAGE WITH THE FOLLOWING PARTIES AND DATE.
Parties
TINA TOTIKIDIS
Date
25/07/2023
Estate or Interest
INTEREST AS MORTGAGEE
Prohibition
ABSOLUTELY
Lodged by
G AND M LAWYERS
Notices to
STEVE KATSIMADAKOS of 90 CAMBRIDGE STREET COLLINGWOOD VIC 3066

CAVEAT AY847819P 04/02/2025

Caveator
GEORGE LEONIDAS
Grounds of Claim
CHARGE CONTAINED IN AN AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
TINA TOTIKIDIS
Date
20/10/2024
Estate or Interest

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

INTEREST AS CHARGEЕ

Prohibition

ABSOLUTELY

Lodged by

LEONIDAS LAWYERS

Notices to

GEORGE LEONIDAS | LEONIDAS LAWYERS of 89 WARREN ROAD PARKDALE VIC 3195

WARRANT OF SEIZURE AND SALE AY790063J SERVED 16/01/2025

ACTION NUMBER SECI 04361/2023

As to the interest of TINA TOTIKIDIS

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 PS527051U FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

| NUMBER | | STATUS | DATE |
|---------------|---------|------------|------------|
| AY790063J (E) | WARRANT | Registered | 20/01/2025 |
| AY847819P (E) | CAVEAT | Registered | 18/02/2025 |

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

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

Street Address: 11 HAWKSTOWE PARADE SOUTH MORANG VIC 3752

DOCUMENT END



Imaged Document Cover Sheet

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

| | |
|---|-------------------------|
| Document Type | Plan |
| Document Identification | PS527051U |
| Number of Pages (excluding this cover sheet) | 11 |
| Document Assembled | 01/04/2025 13:35 |

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| | | | |
|----------------------------|--------------------|---------------------------------|----------------------------------|
| PLAN OF SUBDIVISION | STAGE No. <hr/> | LR USE ONLY EDITION 3 | PLAN NUMBER PS 527051U |
|----------------------------|--------------------|---------------------------------|----------------------------------|

LOCATION OF LAND

PARISH: MORANG

TOWNSHIP:

SECTION:

CROWN ALLOTMENT:

CROWN PORTION: 14(PART)

TITLE REFERENCES: VOL 4215 FOL 947

LAST PLAN REFERENCE/S: BP 1994H

POSTAL ADDRESS: WILTON VALE ROAD
(At time of subdivision) SOUTH MORANG 3752

AMG Co-ordinates E 332 150
(of approx centre of land in plan) N 5834 250
ZONE 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: CITY OF WHITTLESEA **REF:** 605742

~~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 **17.12.2004**

~~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 **4.10.2005**

VESTING OF ROADS AND/OR RESERVES

| IDENTIFIER | COUNCIL/BODY/PERSON |
|--------------|------------------------|
| ROAD R1 | CITY OF WHITTLESEA |
| RESERVE No 1 | CITY OF WHITTLESEA |
| RESERVE No 2 | SPI ELECTRICITY LTD |
| RESERVE No 3 | YARRA VALLEY WATER LTD |

NOTATIONS

STAGING This is/is not a staged subdivision.
Planning permit No 708642

DEPTH LIMITATION DOES NOT APPLY

HAWKSTOWE STAGE 1
7.497ha

73 LOTS

SURVEY THIS PLAN IS/IS NOT BASED ON SURVEY

LOT 126 HAS BEEN OMITTED FROM THIS PLAN

FOR RESTRICTIONS AND BUILDING ENVELOPES AFFECTING LOTS 101 TO 125, LOTS 127 TO 174 AND LOT 1000 SEE CREATION OF RESTRICTIONS AND BUILDING ENVELOPE DIAGRAMS ON SHEETS 7, 8, 9 AND 10

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 6 FOR EASEMENT DETAILS | | | | |

LR USE ONLY

STATEMENT OF COMPLIANCE/
EXEMPTION STATEMENT

RECEIVED

DATE **18/11/05**

LR USE ONLY

PLAN REGISTERED
TIME **3.45pm**
DATE **22/11/05**

G. V.
Assistant Registrar of Titles

SHEET 1 OF 10 SHEETS

EARTH TECH

Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

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

SIGNATURE DATE **15.08.05**

REF **0402100.01** VERSION **J**

DATE **4.10.2005**

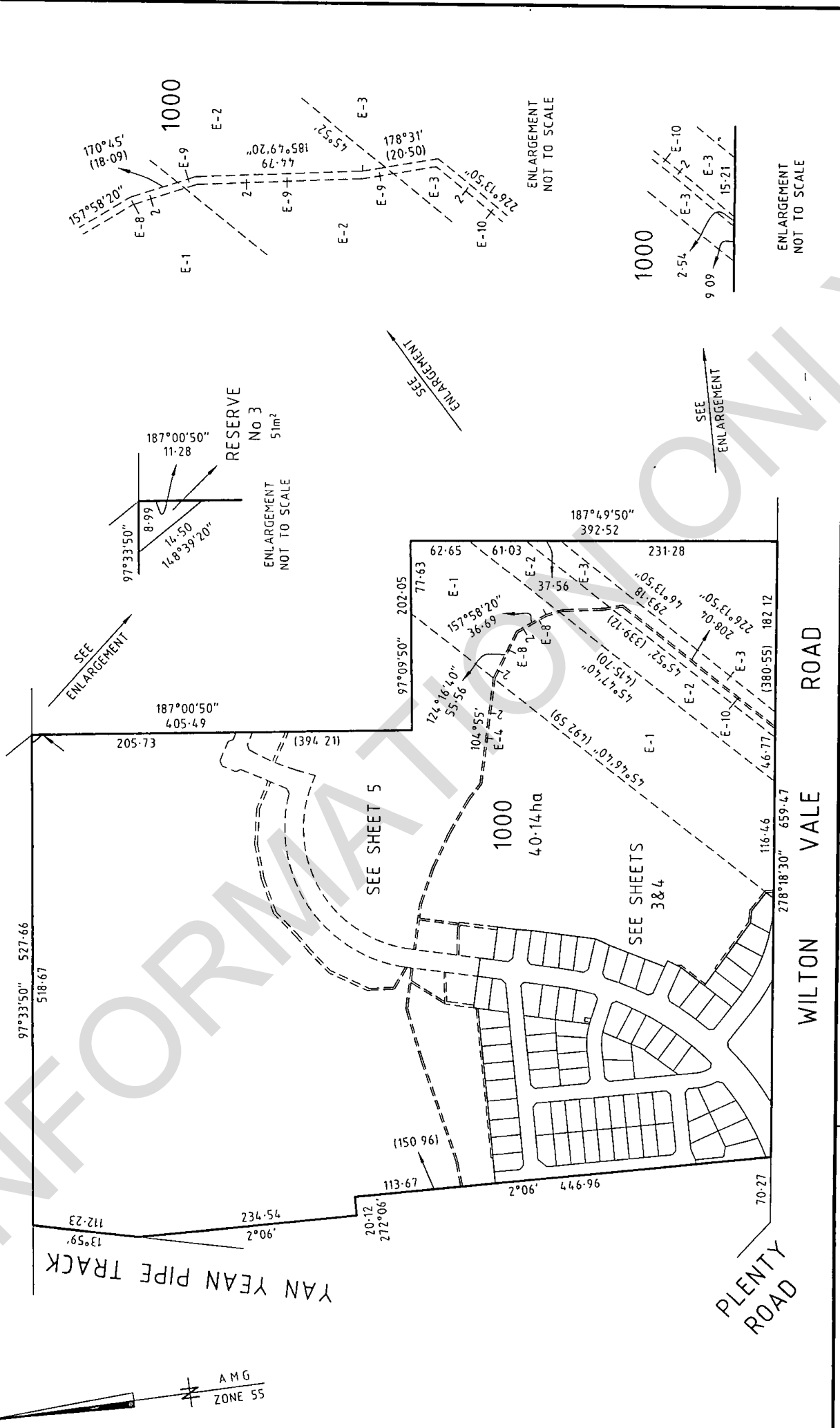
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE **A3**

PLAN NUMBER
PS 527051U

STAGE No. 

PLAN OF SUBDIVISION



SHEET 2 OF 10 SHEETS
DATE 4.10.05
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) PATRICK RICE
SIGNATURE DATE 15.8.05
VERSION J
REF 0402100.01

ORIGINAL SCALE SHEET SIZE
14000 A3
SCALE LENGTHS ARE IN METRES
0 40 80 120 160 200

EARTHTECH
Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

PLAN OF SUBDIVISION No: PS527051U

EASEMENT INFORMATION

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

| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefitted / In Favour Of |
|--------------------|-----------------------------|----------------|---|--|
| E-1 | TRANSMISSION OF ELECTRICITY | SEE DIAG | C/E D86707 | STATE ELECTRICITY COMMISSION OF VICTORIA |
| E-2 | TRANSMISSION OF ELECTRICITY | SEE DIAG | C/E A421052 | STATE ELECTRICITY COMMISSION OF VICTORIA |
| E-3 | TRANSMISSION OF ELECTRICITY | SEE DIAG | C/E 1291183 | STATE ELECTRICITY COMMISSION OF VICTORIA |
| E-4 | DRAINAGE | SEE DIAG | THIS PLAN | CITY OF WHITTLESEA |
| E-5 | SEWERAGE | SEE DIAG | THIS PLAN | YARRA VALLEY WATER LTD |
| E-6 | SEWERAGE | SEE DIAG | THIS PLAN | YARRA VALLEY WATER LTD |
| | DRAINAGE | SEE DIAG | THIS PLAN | CITY OF WHITTLESEA |
| E-7 | SEWERAGE | SEE DIAG | THIS PLAN | YARRA VALLEY WATER LTD |
| | WATER SUPPLY | SEE DIAG | THIS PLAN | YARRA VALLEY WATER LTD |
| | POWERLINE | SEE DIAG | THIS PLAN - SEC 88 OF THE ELECTRICITY INDUSTRY ACT 2000 | SPI ELECTRICITY LTD |
| | CARRIAGEWAY | SEE DIAG | THIS PLAN | YARRA VALLEY WATER LTD |
| | DRAINAGE | SEE DIAG | THIS PLAN | CITY OF WHITTLESEA |
| E-8 | TRANSMISSION OF ELECTRICITY | SEE DIAG | C/E D86707 | STATE ELECTRICITY COMMISSION OF VICTORIA |
| | DRAINAGE | SEE DIAG | THIS PLAN | CITY OF WHITTLESEA |
| E-9 | TRANSMISSION OF ELECTRICITY | SEE DIAG | C/E A421052 | STATE ELECTRICITY COMMISSION OF VICTORIA |
| | DRAINAGE | SEE DIAG | THIS PLAN | CITY OF WHITTLESEA |
| E-10 | TRANSMISSION OF ELECTRICITY | SEE DIAG | C/E 1291183 | STATE ELECTRICITY COMMISSION OF VICTORIA |
| | DRAINAGE | SEE DIAG | THIS PLAN | CITY OF WHITTLESEA |
| E-11 | SEWERAGE | SEE DIAG | C/E AR607463F | YARRA VALLEY WATER LTD |
| | | | | |
| | | | | |

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 |
|-----------------|-------------------------|
| 101 | 102, 129 |
| 102 | 101, 103, 129 |
| 103 | 102, 104, 128 |
| 104 | 103, 127 |
| 105 | 106, 125 |
| 106 | 105, 107, 125 |
| 107 | 106, 108, 125 |
| 108 | 107, 109, 125 |
| 109 | 108, 110, 123 |
| 110 | 109, 123 |
| 111 | 112, 122 |
| 112 | 111, 113, 122 |
| 113 | 112, 114, 115 |
| 114 | 113, 115 |
| 115 | 113, 114, 116, 122 |
| 116 | 115, 117, 121, 122 |
| 117 | 116, 118, 120, 121 |
| 118 | 117, 119, 120 |
| 119 | 118, 120 |
| 120 | 117, 118, 119, 121 |
| 121 | 116, 117, 120, 122 |
| 122 | 111, 112, 115, 116, 121 |
| 123 | 109, 110, 124, 125 |
| 124 | 123, 125 |

| BURDENED LOT No | BENEFITING LOTS |
|-----------------|------------------------------|
| 125 | 105, 106, 107, 108, 123, 124 |
| 127 | 104, 128 |
| 128 | 103, 127, 129 |
| 129 | 101, 102, 128 |
| 130 | 131, 147 |
| 131 | 130, 132, 146 |
| 132 | 131, 133, 145 |
| 133 | 132, 134, 144 |
| 134 | 133, 135, 143 |
| 135 | 134, 136, 142 |
| 136 | 135, 137, 141 |
| 137 | 136, 138, 140 |
| 138 | 137, 139 |
| 139 | 138, 140 |
| 140 | 137, 139, 141 |
| 141 | 136, 140, 142 |
| 142 | 135, 141, 143 |
| 143 | 134, 142, 144 |
| 144 | 133, 143, 145 |
| 145 | 132, 144, 146 |
| 146 | 131, 145, 147 |
| 147 | 130, 146 |
| 148 | 149 |
| 149 | 148, 150 |

| BURDENED LOT No | BENEFITING LOTS |
|-----------------|-----------------|
| 150 | 149, 151 |
| 151 | 150, 152 |
| 152 | 151, 153 |
| 153 | 152, 154 |
| 154 | 153, 155 |
| 155 | 154, 156 |
| 156 | 155, 157, 158 |
| 157 | 156, 158 |
| 158 | 156, 157 |
| 159 | 157, 158, 160 |
| 160 | 161 |
| 161 | 160, 162 |
| 162 | 161, 163 |
| 163 | 162 |
| 164 | 165 |
| 165 | 164, 166 |
| 166 | 165 |
| 167 | 168 |
| 168 | 167, 169, 170 |
| 169 | 168, 170 |
| 170 | 168, 169, 171 |
| 171 | 170, 172 |
| 172 | 171, 173 |
| 173 | 172, 174 |
| 174 | 173 |

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 935 which memorandum of common provisions is incorporated into this plan

This restriction shall cease to have effect on 31 December 2014

EARTH TECH

Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

| | | | |
|---|--|--|--|
| <p style="text-align: center;">SCALE</p> <p style="text-align: center; font-size: x-small;">LENGTHS ARE IN METRES</p> | <p style="text-align: center;">ORIGINAL SCALE SHEET SIZE</p> <p style="text-align: center;">A3</p> | <p style="text-align: center;">LICENSED SURVEYOR (PRINT)..... PATRICK RICE</p> <p>SIGNATURE</p> <p>DATE 15.08.05</p> <p>REF 0402100.01</p> <p style="text-align: right;">VERSION J</p> | <p style="text-align: center;">SHEET 7 OF 10 SHEETS</p> <p>.....</p> <p>DATE 4.10.05</p> <p>COUNCIL DELEGATE SIGNATURE</p> |
|---|--|--|--|

CREATION OF RESTRICTION "B"

Upon registration of this plan the following restriction is created

Land to benefit Lots 101 to 125 (all inclusive), lots 127 to 174 (all inclusive) and lot 1000

Land to be burdened Lots 101 to 125 (all inclusive) and 127 to 174 (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 1 ("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 101 to 125 (all inclusive), lots 127 to 174 (all inclusive) and lot 1000

Land to be burdened Lots 101 to 114 (all inclusive), lots 157 to 166 (all inclusive) and lots 173 and 174 (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, car ports 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

E A R T H T E C H

Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

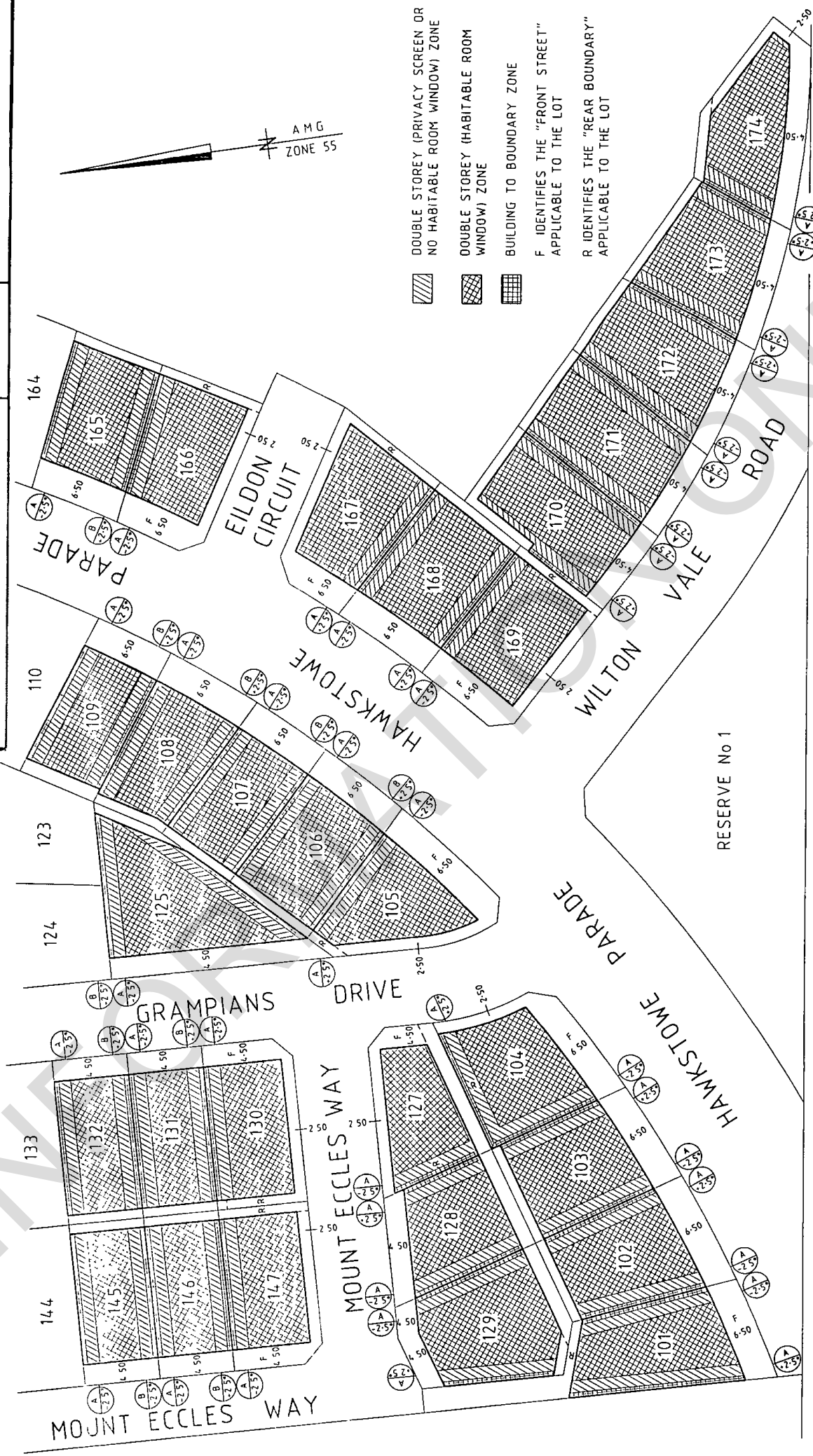
| | | | | | | |
|---|---------------------------|---------------------------------|---|---------------------------------------|-----------------------------|---|
| <p>SCALE</p> <p>LENGTHS ARE IN METRES</p> | <p>ORIGINAL SCALE</p> | <p>SHEET SIZE</p> <p>A3</p> | <p>LICENSED SURVEYOR (PRINT)..... PATRICK RICE</p> <p>SIGNATURE</p> <p>REF 0402100.01</p> | <p>DATE 15-08-05</p> <p>VERSION J</p> | <p>SHEET 8 OF 10 SHEETS</p> | <p>DATE 4-10-05</p> <p>COUNCIL DELEGATE SIGNATURE</p> |
|---|---------------------------|---------------------------------|---|---------------------------------------|-----------------------------|---|

PLAN NUMBER
PS 527051U

STAGE No.

PLAN OF SUBDIVISION

BUILDING ENVELOPE DIAGRAM

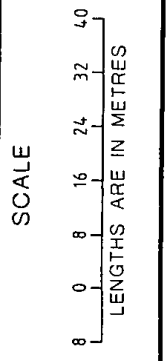


- DOUBLE STOREY (PRIVACY SCREEN OR NO HABITABLE ROOM WINDOW) ZONE
- DOUBLE STOREY (HABITABLE ROOM WINDOW) ZONE
- BUILDING TO BOUNDARY ZONE
- F IDENTIFIES THE "FRONT STREET" APPLICABLE TO THE LOT
- R IDENTIFIES THE "REAR BOUNDARY" APPLICABLE TO THE LOT

SHEET 9 OF 10 SHEETS
DATE **4.10.05**
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) PATRICK RICE
SIGNATURE DATE **15.8.05**
VERSION **J**
REF **0402100.01**

ORIGINAL SCALE 1:800
SHEET SIZE A3



EARTHTECH
Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

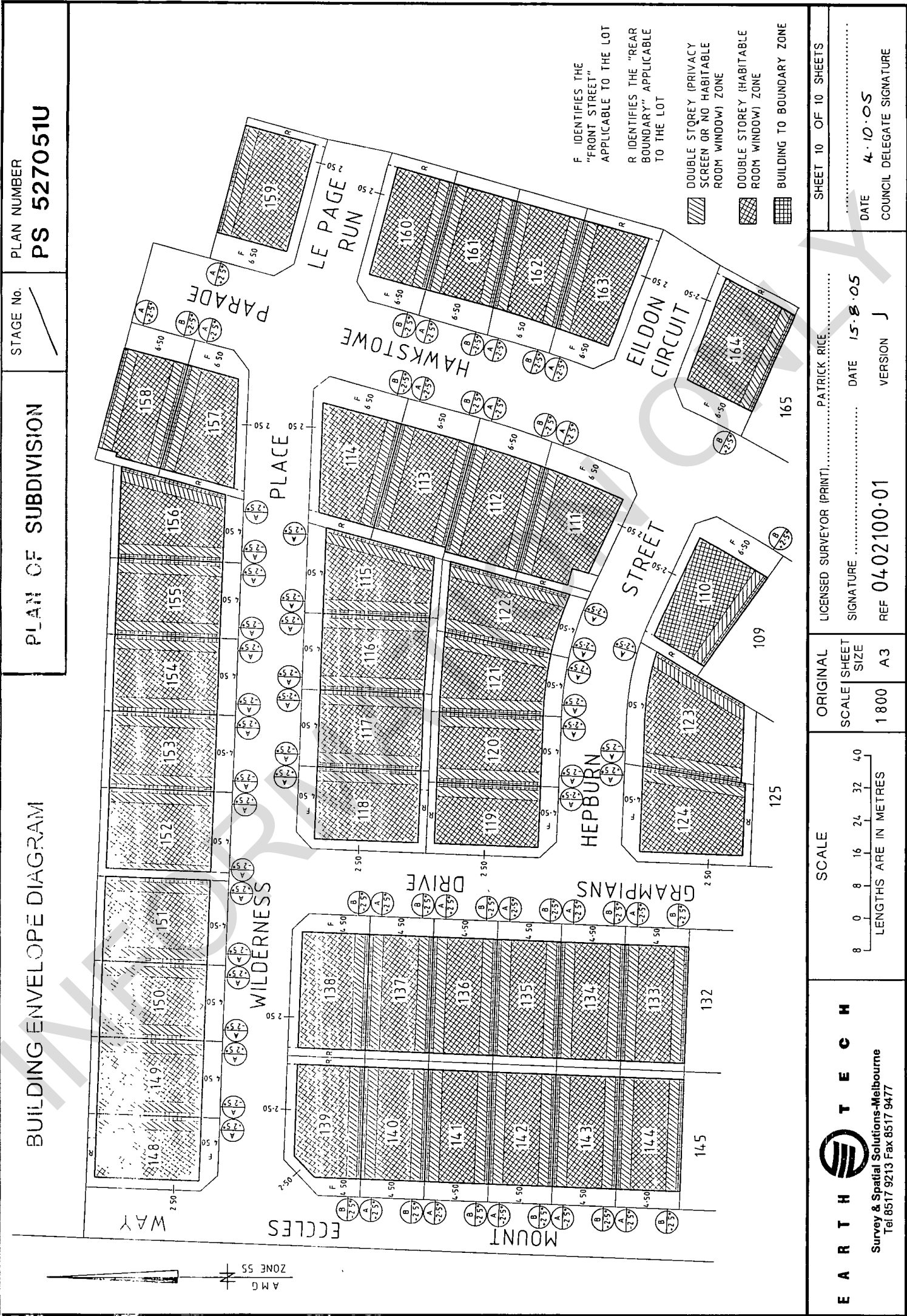
WILTON VALE ROAD

HAWKSTONE PARADE

GRAMPIANS DRIVE

MOUNT ECCLES WAY

EILDON CIRCUIT



BUILDING ENVELOPE DIAGRAM

PLAN NUMBER
PS 527051U

STAGE No. /

PLAN OF SUBDIVISION

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

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

LICENSED SURVEYOR (PRINT)..... PATRICK RICE.....
SIGNATURE DATE 15.8.05
VERSION J

ORIGINAL SCALE (SHEET SIZE)
1800 A3

SCALE
8 0 8 16 24 32 40
LENGTHS ARE IN METRES

SHEET 10 OF 10 SHEETS

DATE 4.10.05
COUNCIL DELEGATE SIGNATURE

EARTHTECH

Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

Date of issue
02/04/2025

Assessment No.
588392

Certificate No.
170632

Your reference
76350573-019-2

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 11 Hawkstowe Parade SOUTH MORANG 3752

Description: LOT: 104 PS: 527051U

AVPCC: 110 Detached Dwelling

| Level of values date | Valuation operative date | Capital Improved Value | Site Value | Net Annual Value |
|----------------------|--------------------------|------------------------|------------|------------------|
| 1 January 2024 | 1 July 2024 | \$1,000,000 | \$600,000 | \$50,000 |

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 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 01/07/2024 | \$2,341.79 |
| Food/Green waste bin charge levied on 01/07/2024 | \$105.15 |
| Fire services charge (Res) levied on 01/07/2024 | \$132.00 |
| Fire services levy (Res) levied on 01/07/2024 | \$87.00 |
| Waste Service Charge (Res/Rural) levied on 01/07/2024 | \$205.70 |
| Waste Landfill Levy Res/Rural levied on 01/07/2024 | \$14.20 |
| Arrears to 30/06/2024 | \$17,308.89 |
| Interest to 02/04/2025 | \$1,109.16 |
| Other adjustments | \$0.00 |
| Less Concessions | \$0.00 |
| Sustainable land management rebate | \$0.00 |
| Payments | \$0.00 |
| Balance of rates & charges due: | \$21,303.89 |

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$21,303.89**

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 **588392**



Phone 1300 301 185
Ref **588392**



Billers Code **5157**
Ref **588392**

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anna Geranis
954 High Street
RESERVOIR 3073

Client Reference: 3478

NO PROPOSALS. As at the 1th April 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

11 HAWKSTOWE PARADE, SOUTH MORANG 3752
CITY OF WHITTLESEA

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

Date of issue: 1th April 2025

Telephone enquiries regarding content of certificate: 13 11 71

Property Clearance Certificate

Land Tax



ANNA GERANIS

Your Reference: LD:76350573-015-4.3478

Certificate No: 88686971

Issue Date: 01 APR 2025

Enquiries: ESYSPROD

Land Address: 11 HAWKSTOWE PARADE SOUTH MORANG VIC 3752

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 33588356 | 104 | 527051 | 10912 | 437 | \$0.00 |

Vendor: TINA TOTIKIDIS & PAUL TOTIKIDIS

Purchaser: S S

| Current Land Tax | Year Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total |
|-------------------|-------------------------|------------------|------------------|--------|
| MR PAUL TOTIKIDIS | 2025 | \$600,000 | \$0.00 | \$0.00 |

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

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

Comments:

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---------------------|------|------------------|------------------|-------|
|---------------------|------|------------------|------------------|-------|

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$1,000,000

SITE VALUE (SV): \$600,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE:** \$0.00

Notes to Certificate - Land Tax

Certificate No: 88686971

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,250.00

Taxable Value = \$600,000

Calculated as \$2,250 plus (\$600,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$10,000.00

Taxable Value = \$1,000,000

Calculated as \$1,000,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 88686971

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 88686971

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



ANNA GERANIS

| | |
|-----------------|------------------------|
| Your Reference: | LD:76350573-015-4.3478 |
| Certificate No: | 88686971 |
| Issue Date: | 01 APR 2025 |
| Enquires: | ESYSPROD |

Land Address: 11 HAWKSTOWE PARADE SOUTH MORANG VIC 3752

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 33588356 | 104 | 527051 | 10912 | 437 | \$0.00 |

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

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

Paul Broderick
Commissioner of State Revenue

| | |
|-------------------------|-------------|
| CAPITAL IMPROVED VALUE: | \$1,000,000 |
| SITE VALUE: | \$600,000 |
| CURRENT CIPT CHARGE: | \$0.00 |

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 88686971

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



ANNA GERANIS

Your Reference: LD:76350573-015-4.3478

Certificate No: 88686971

Issue Date: 01 APR 2025

Land Address: 11 HAWKSTOWE PARADE SOUTH MORANG VIC 3752

| Lot | Plan | Volume | Folio |
|-----|--------|--------|-------|
| 104 | 527051 | 10912 | 437 |

Vendor: TINA TOTIKIDIS & PAUL TOTIKIDIS

Purchaser: S S

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 88686971

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 88686977

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 88686977

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

1st April 2025

Anna Geranis C/- LANDATA
LANDATA

Dear Anna Geranis C/- LANDATA,

RE: Application for Water Information Statement

| | |
|------------------------------------|---------------------------------------|
| Property Address: | 11 HAWKSTOWE PARADE SOUTH MORANG 3752 |
| Applicant | Anna Geranis C/- LANDATA LANDATA |
| Information Statement | 30929870 |
| Conveyancing Account Number | 7959580000 |
| Your Reference | 3478 |

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 | 11 HAWKSTOWE PARADE SOUTH MORANG 3752 |
|------------------|---------------------------------------|

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 | 11 HAWKSTOWE PARADE SOUTH MORANG 3752 |
|------------------|---------------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

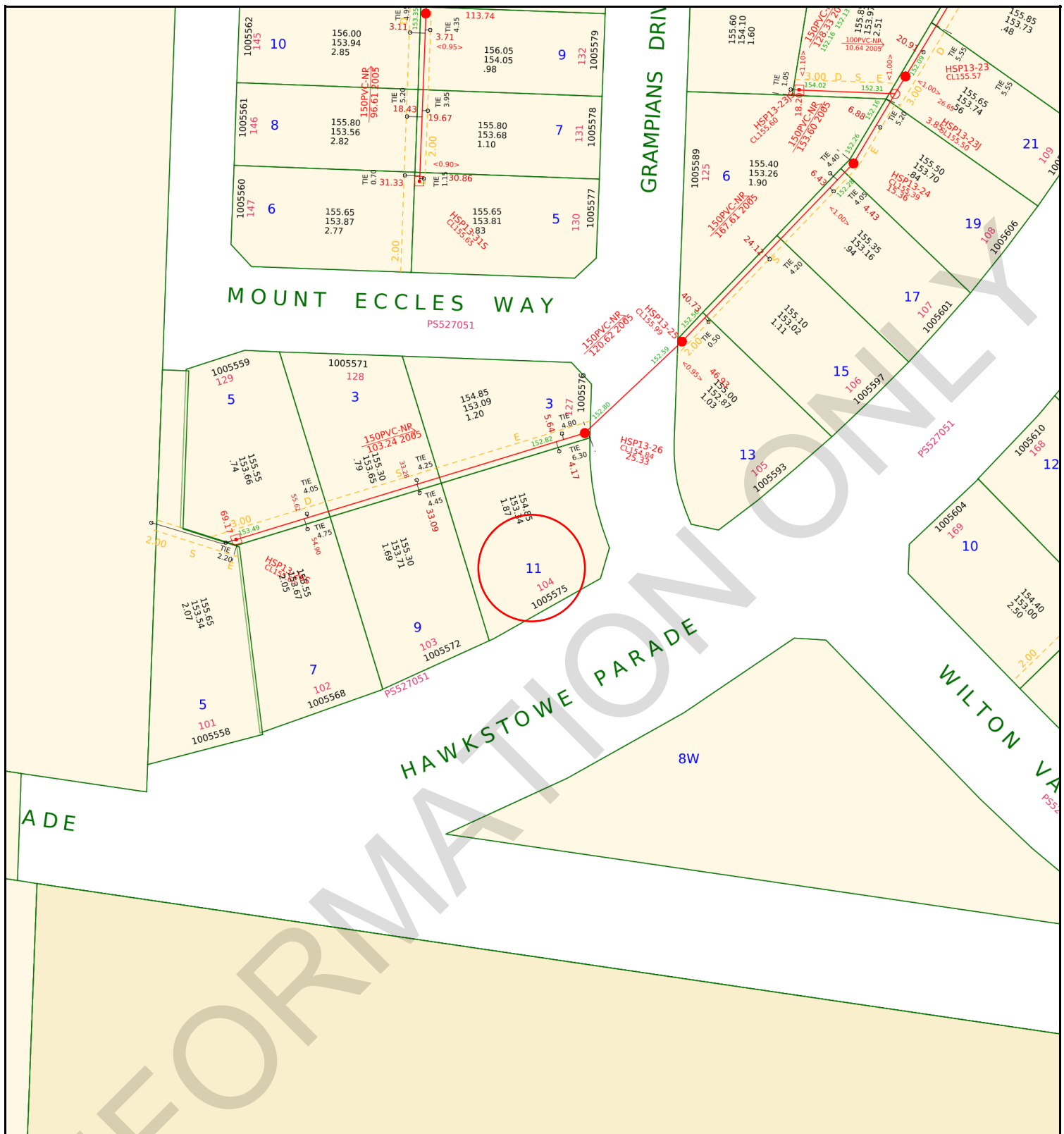
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 30929870**

| | | |
|----------------|---------------------------------------|--|
| Address | 11 HAWKSTOWE PARADE SOUTH MORANG 3752 | |
| Date | 01/04/2025 | |
| 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 |  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;

Anna Geranis C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3734077113
Rate Certificate No: 30929870

Date of Issue: 01/04/2025
Your Ref: 3478

With reference to your request for details regarding:

| Property Address | Lot & Plan | Property Number | Property Type |
|--|-------------|-----------------|---------------|
| 11 HAWKSTOWE PDE, SOUTH MORANG VIC 3752 | 104PS527051 | 1626024 | Residential |

| Agreement Type | Period | Charges | Outstanding |
|--|--|----------|-------------|
| Residential Water Service Charge | 01-04-2025 to 30-06-2025 | \$20.64 | \$20.64 |
| Residential Water and Sewer Usage Charge <i>Step 1 – 1.000000kL x \$3.43420000 = \$3.43</i> Estimated Average Daily Usage \$0.04 | 07-11-2024 to 10-02-2025 | \$3.43 | \$0.00 |
| Residential Sewer Service Charge | 01-04-2025 to 30-06-2025 | \$118.19 | \$118.19 |
| Parks Fee | 01-04-2025 to 30-06-2025 | \$21.74 | \$21.74 |
| Drainage Fee | 01-04-2025 to 30-06-2025 | \$30.44 | \$30.44 |
| Other Charges: | | | |
| Interest | No interest applicable at this time | | |
| | No further charges applicable to this property | | |
| | Balance Brought Forward | | \$2814.12 |
| | Total for This Property | | \$3005.13 |



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- 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.
- 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 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 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 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 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 01/07/2024, Residential Recycled Water Usage is billed 192.59 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.

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: 1626024

Address: 11 HAWKSTOWE PDE, SOUTH MORANG VIC 3752

Water Information Statement Number: 30929870

HOW TO PAY



Bill Code: 314567
Ref: 37340771134

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1125683

APPLICANT'S NAME & ADDRESS

ANNA GERANIS C/- LANDATA
DOCKLANDS

VENDOR

TOTIKIDIS, PAUL

PURCHASER

S, S S

REFERENCE

3478

This certificate is issued for:

LOT 104 PLAN PS527051 ALSO KNOWN AS 11 HAWKSTOWE PARADE SOUTH MORANG
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 5
- and a INCORPORATED PLAN OVERLAY - SCHEDULE 1
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 1
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 9

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

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

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

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

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

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

LANDATA@

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

01 April 2025

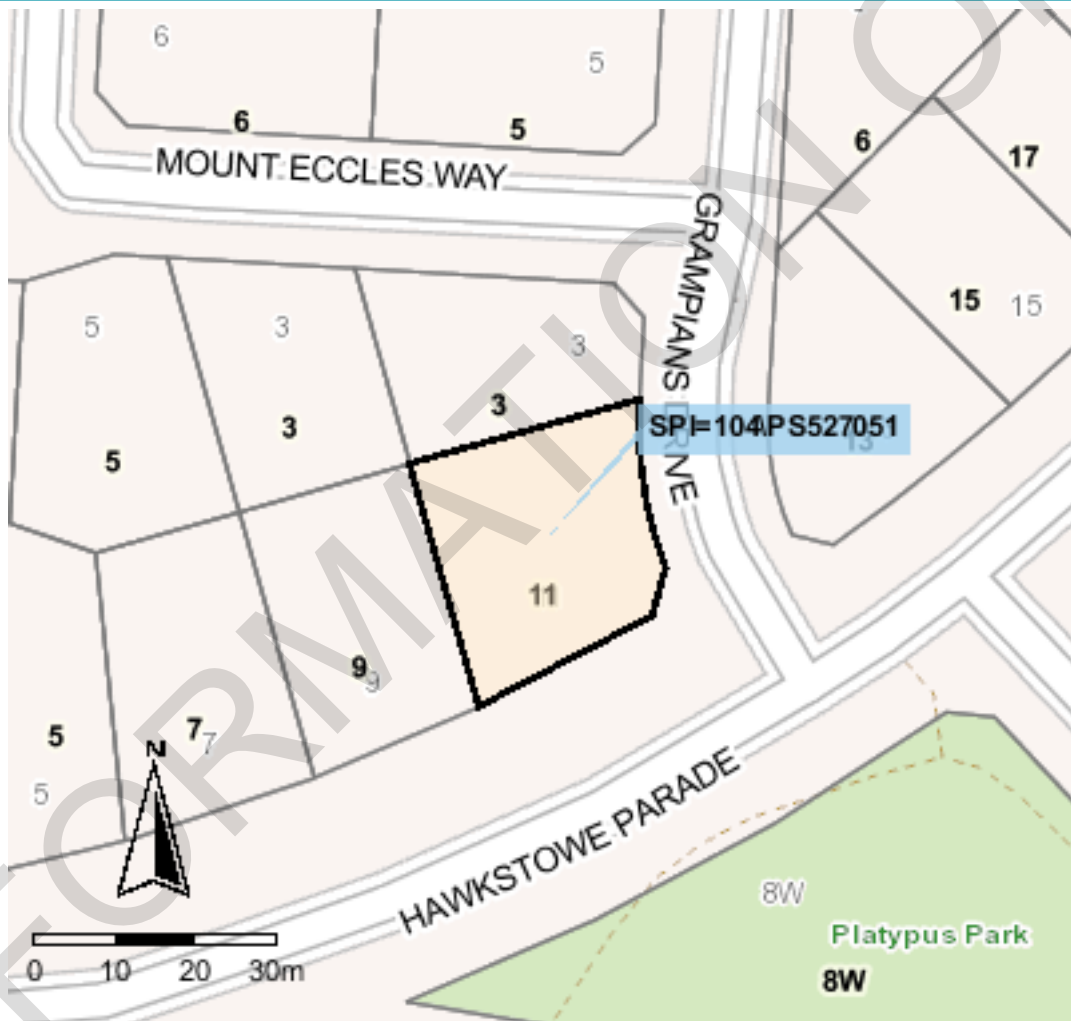
Sonya Kilkeny
Minister for Planning

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

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

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PROPERTY REPORT

From www.land.vic.gov.au at 07 May 2025 05:27 PM

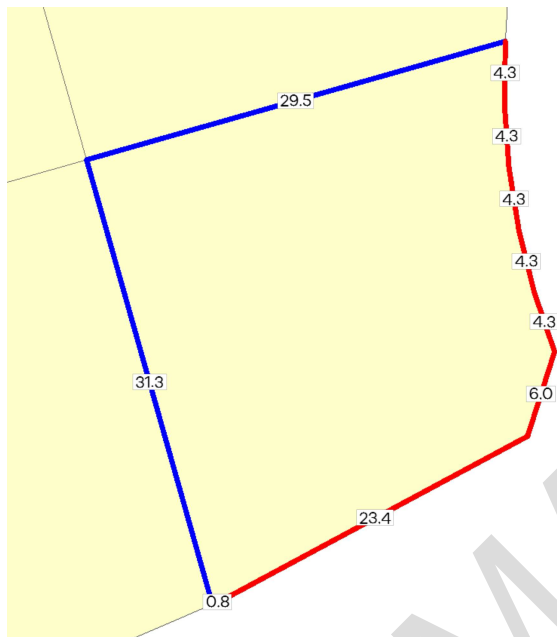
PROPERTY DETAILS

Address: **11 HAWKSTOWE PARADE SOUTH MORANG 3752**
Lot and Plan Number: **Lot 104 PS527051**
Standard Parcel Identifier (SPI): **104\PS527051**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **588392**
Directory Reference: **Melway 183 H4**

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: 770 sq. m

Perimeter: 112 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](#)

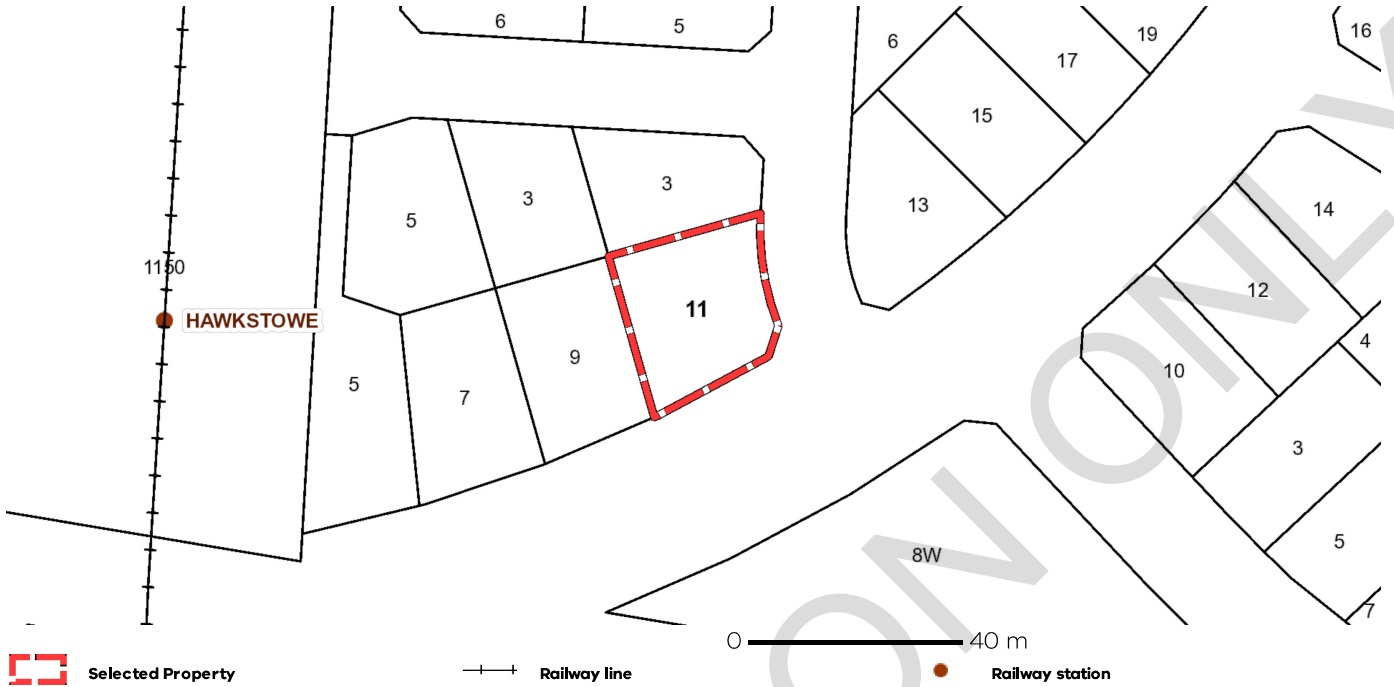
Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



INFORMATION

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 07 May 2025 05:28 PM

PROPERTY DETAILS

Address: **11 HAWKSTOWE PARADE SOUTH MORANG 3752**
Lot and Plan Number: **Lot 104 PS527051**
Standard Parcel Identifier (SPI): **104\PS527051**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **588392**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 183 H4**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

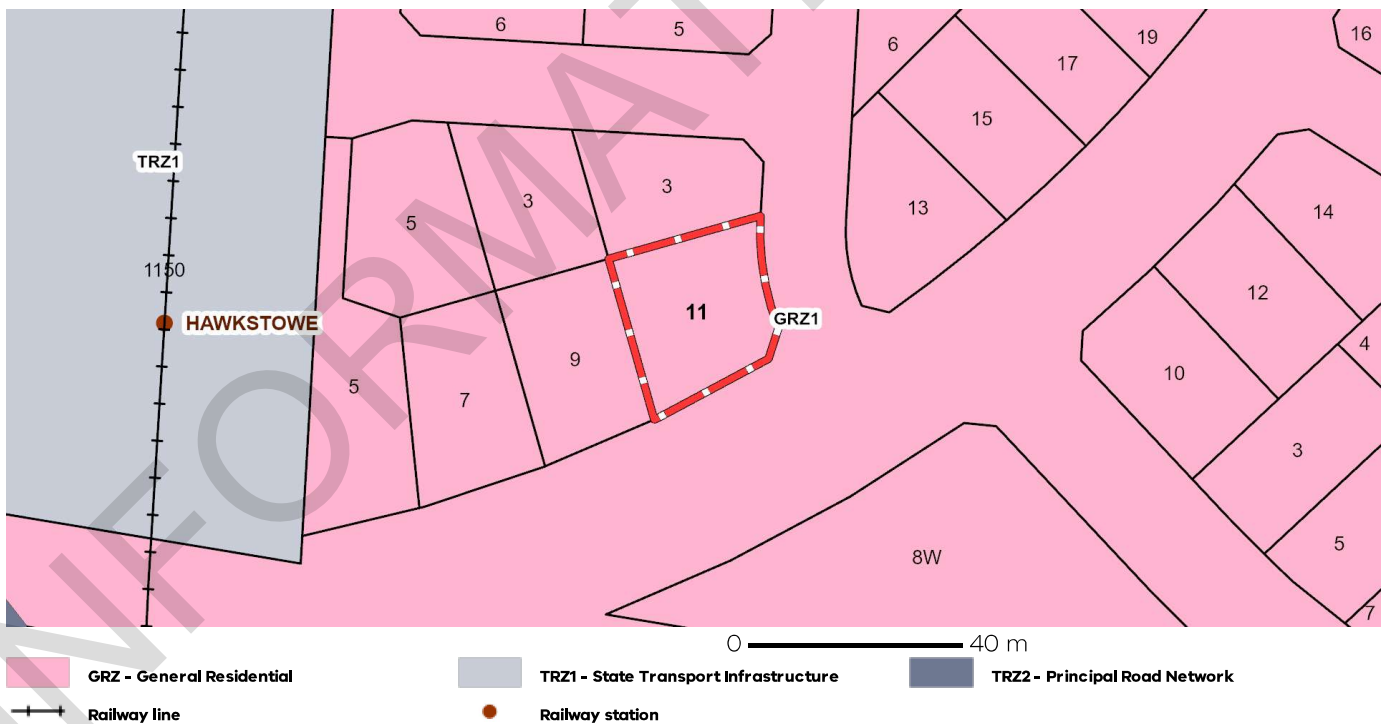
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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

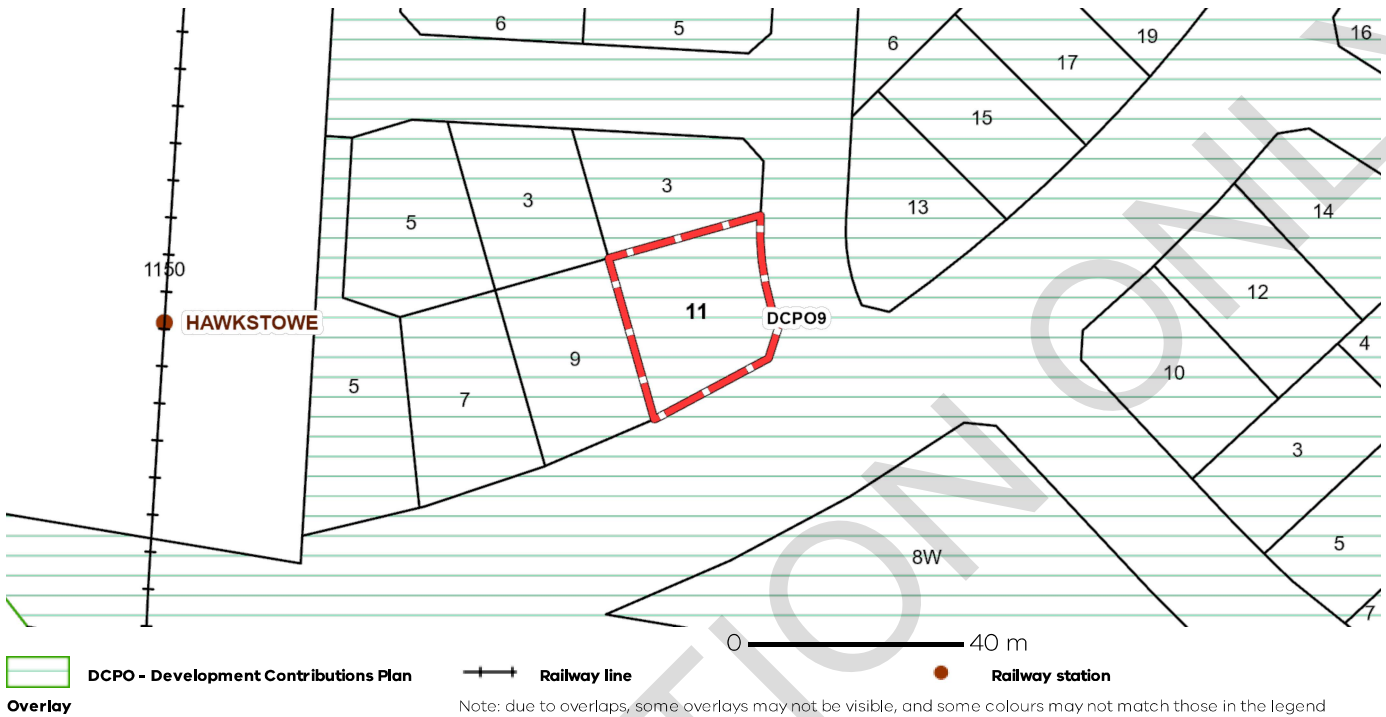


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

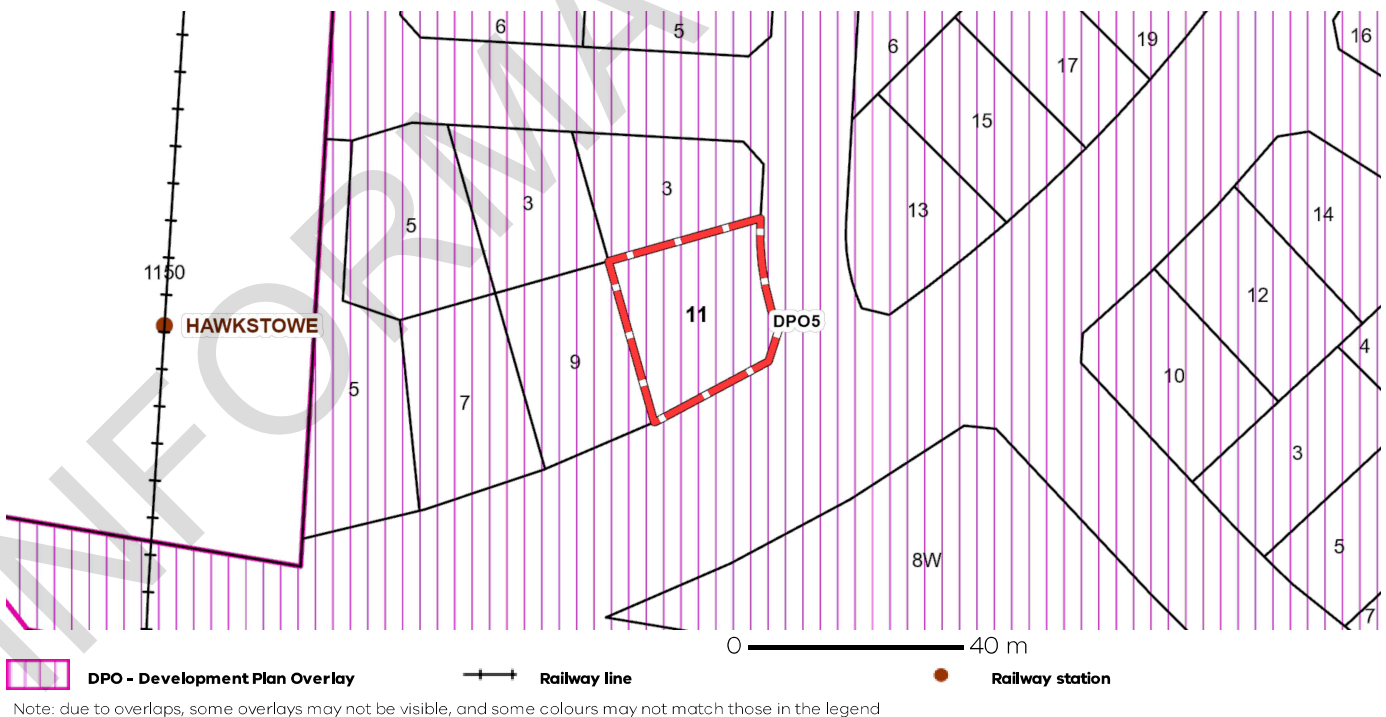
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 9 \(DCPO9\)](#)



[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

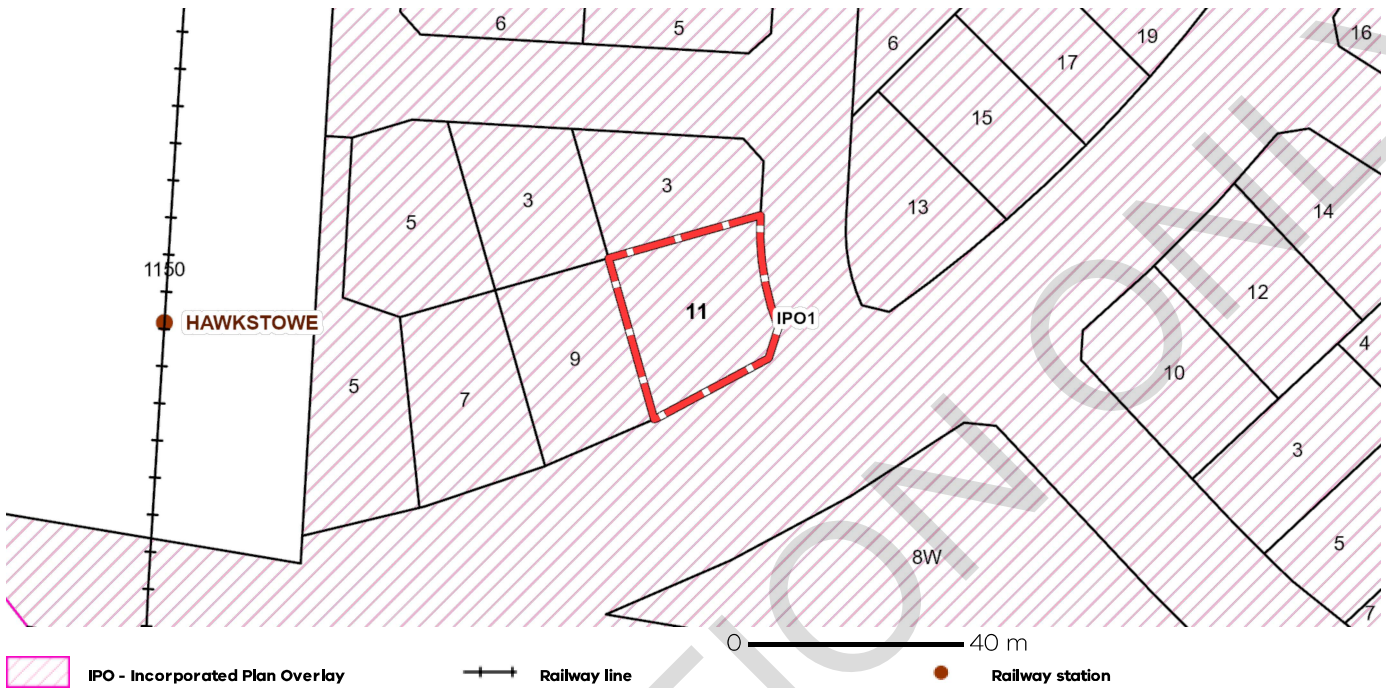
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 \(DPO5\)](#)



Planning Overlays

INCORPORATED PLAN OVERLAY (IPO)

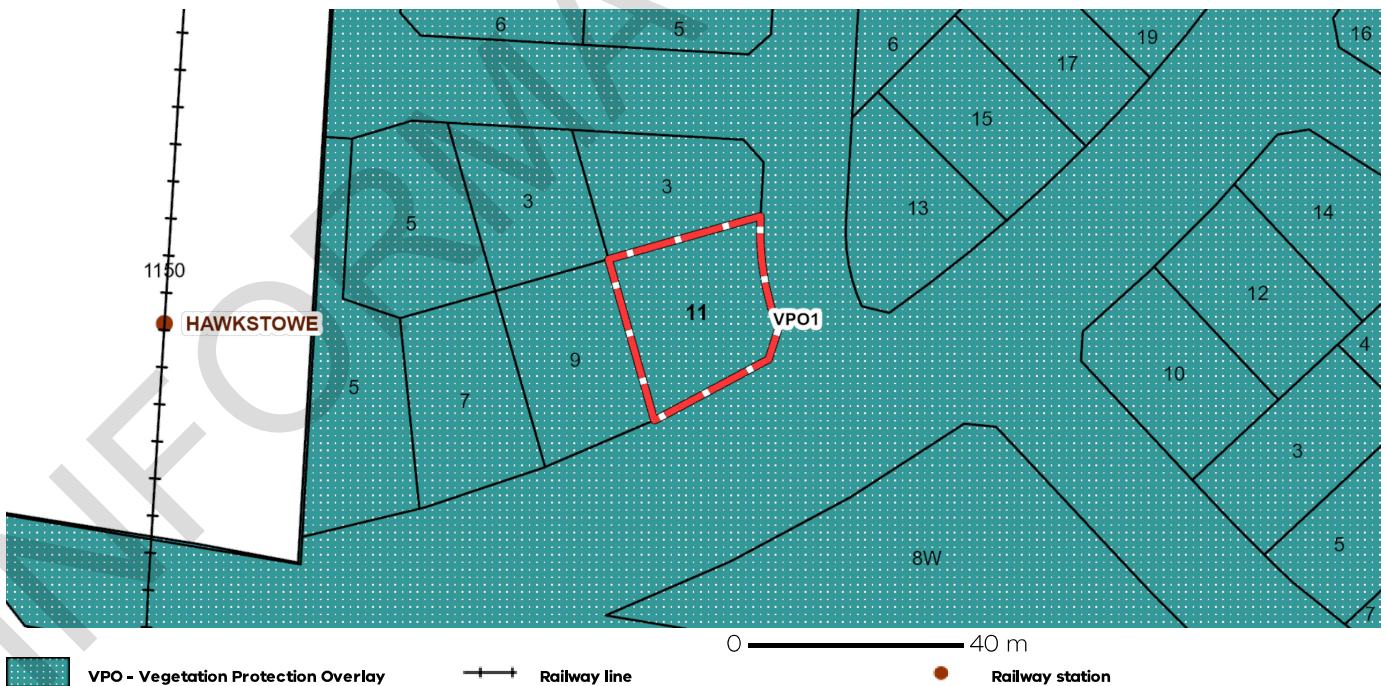
INCORPORATED PLAN OVERLAY - SCHEDULE 1 (IPO1)



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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



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

Further Planning Information

Planning scheme data last updated on 01 May 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 abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

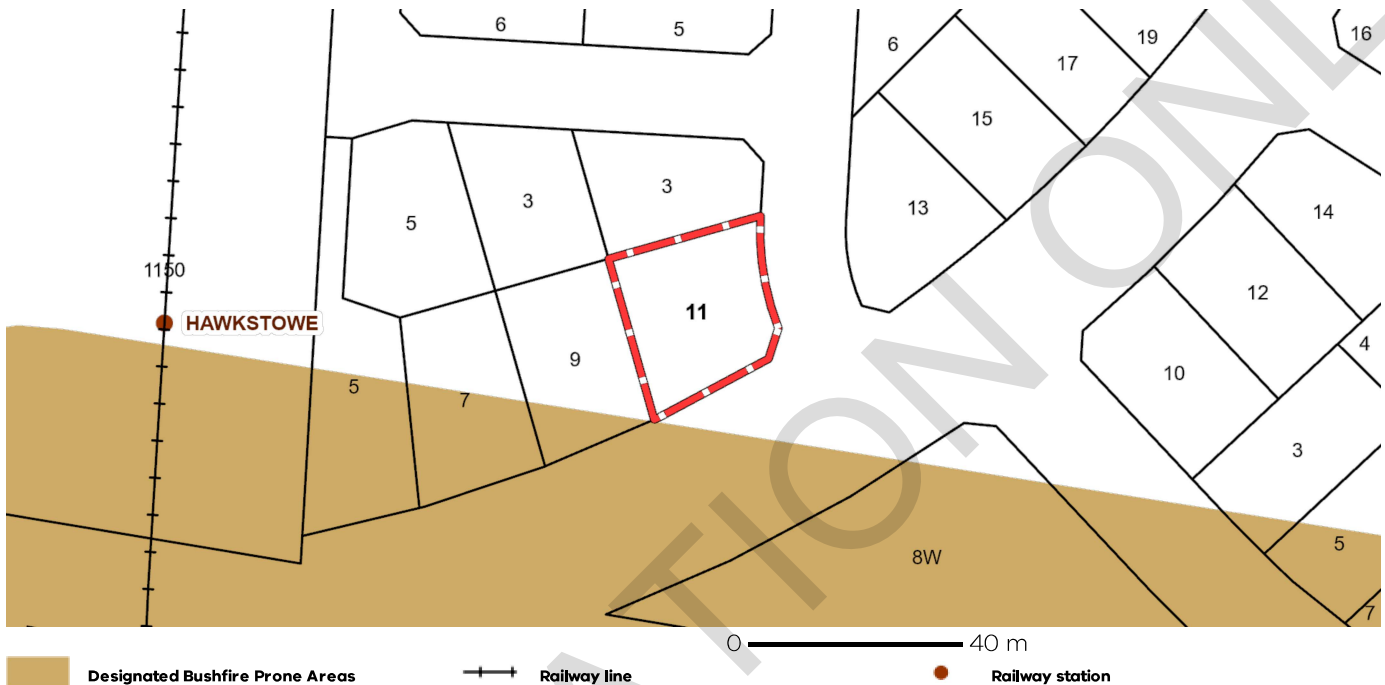
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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

Your Ref: 76350573-021-5

23 April 2025

Landata,

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
 11 (Lot 104) Hawkestone 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 |
|--------------------|-------------|----------------------------|--------------------------------------|
|--------------------|-------------|----------------------------|--------------------------------------|

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 **Yes**
(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 |

Enquiries: Victor (Building Services) Ph: 9217-2170 / 0447 888 220
CRM. Number: 2025821

07 February 2024

P Totikidis & T Totikidis
11 Hawkstowe Parade
SOUTH MORANG VIC 3752

Dear Sir/Madam,

Re: Building Order issued to 11 Hawkstowe Parade SOUTH MORANG VIC 3752.

On 13 December 2023 an inspection was conducted. From this inspection, non-compliances in contravention of the *Building Act 1993* and the *Building Regulations 2018* were observed, namely in form of:

1. Swimming pool and associated safety barrier; and
2. Failure to lodge a Certificate of Pool and Spa Barrier Compliance (Form 23) by 1 June 2023.

Subsequently, a Building Notice requiring action was issued.

As there has not been compliance with the Notice, a Building Order has been issued requiring justification, certification or demolition of the structures by **08 March 2024.**

Please note, failure to comply may result in **prosecution action.**

Your faithfully,

Victor J

**Building Services
City of Whittlesea**

Enquiries: Victor (Building Services) Ph: 9217-2170 / 0447 888 220
Ref. Number: 2025821

FORM 12

Regulation 182(1)

Building Act 1993
Building Regulations 2018
BUILDING ORDER

This building order is made under section 111 of the **Building Act 1993**.

***WARNING:** THIS ORDER HAS BEEN SERVED IN ACCORDANCE WITH SECTION 236(4A) OF THE BUILDING ACT 1993. UNDER SECTION 236(7) OF THAT ACT, IT IS AN OFFENCE FOR A PERSON TO REMOVE OR DEFACE THIS ORDER WITHOUT THE PRIOR CONSENT OF THE RELEVANT BUILDING SURVEYOR, THE RELEVANT COUNCIL OR THE VICTORIAN BUILDING AUTHORITY. THE MAXIMUM PENALTY FOR THIS OFFENCE IS 500 PENALTY UNITS FOR A NATURAL PERSON AND 2500 PENALTY UNITS FOR A BODY CORPORATE.

To The Owner(s): Paul Totikidis & Tina Totikidis
Of: 11 Hawkstowe Parade SOUTH MORANG VIC 3752

From:

I am the Municipal Building Surveyor of Whittlesea City Council.
I am authorised to make a Building Order under section 111 of the **Building Act 1993**.

LOCATION OF THE BUILDING/LAND TO WHICH THIS ORDER APPLIES:

LOT: 104 PS: 527051U
11 Hawkstowe Parade SOUTH MORANG VIC 3752
Municipal District: **City of Whittlesea**

ORDER:

I, as the Municipal Building Surveyor, order that:

1. By **5pm on 08 March 2024**, the owner/s must cause the swimming pool and associated safety barrier located at 11 Hawkstowe Parade SOUTH MORANG VIC 3752 to be inspected by a Registered Private Building Inspector or Registered Private Building Surveyor and submit a Certificate of Pool and Spa Barrier Compliance (Form 23);

OR

2. Remove/decommission the swimming pool by **08 March 2024**.

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 |

REASON(S) WHY THIS ORDER WAS MADE:

In accordance with section 111 of the **Building Act 1993**, I am of the opinion that the following circumstances exist(s):

1.0. Use of building/land in contravention of the Building Regulations 2018

- 1.1. The use of the building/land contravenes Regulation 147F ‘Swimming pool and spa barrier maintenance’ of the Building Regulations 2018, in that the Owner of the land on which a swimming pool/spa is located has not taken reasonable steps to ensure that the swimming pool/spa safety barrier is properly maintained
- 1.2. The use of the building/land contravenes Regulation 147V ‘Obligation to lodge Certificate of Pool and Spa Barrier Compliance’ of the Building Regulations 2018, in that the Owner of the land on which a swimming pool/spa is located has not lodged a certificate of pool and spa barrier compliance (Form 23) with Council before or on the 1 June 2023.

2.0. Danger to life, safety, or health from building/land

- 2.2. The building/land, in which the swimming pool/spa is located, is a danger to the life, safety, or health of any person using the building/land as reasonable steps have not be taken to ensure that the swimming pool/spa safety barrier is properly maintained, in contravention of Part 9A, Division 3 – Maintenance and operation of barriers for swimming pools and spa of the Building Regulations 2018.

DETAILS OF RELEVANT BUILDING NOTICE:

Date of service of Building Notice: 22 December 2023

Due date for making representations as specified in the Building Notice: 22 January 2024

A copy of the relevant Building Notice is **attached** to this Building Order.

At the date of making this order, the due date for the owner to make representations has now expired.

Representations were not made by the owner.

INSPECTION DETAILS:

The date and time of any inspection relied on by myself as the Municipal Building Surveyor for the purpose of making this order, and the name and qualifications of the person or persons who conducted the inspection are—

| | |
|---|--------------------|
| Time of inspection: | 2:15 PM |
| Date of inspection: | 13 December 2023 |
| Name of person/persons: | V. Jenkins |
| Qualification(s) of person/persons: | Building Inspector |
| Building practitioner registration no. of person/persons: | IN-PS 100007 |

BUILDING ORDER MADE BY:

Municipal Building Surveyor

Name: **Ashley Hansen**
Address: **25 Ferres Boulevard, South Morang 3752**
Contact number: **9217-2259**
Email: **buildplan@whittlesea.vic.gov.au**
Building practitioner registration no.: **BS-U 1148**
Municipal District: **City of Whittlesea**

Signature: 

Building Order no.: 2023/2025821

Date of issue: 07 February 2024

NOTES:

1. Duration of Building Order

Under Section 117 of the *Building Act* (the Act), a Building Order remains in force, and if amended remains in force as amended, until it is complied with or it is cancelled by the Municipal Building Surveyor or Building Appeals Board.

2. Amendment or Cancellation of An Order

Under Section 116 of the Act, if there is a change in circumstances after the service of a Building Order, the owner may request the Municipal Building Surveyor to amend or cancel the Building Order.

3. Penalty for failure to comply

Under Section 118(1) of the Act, a person to whom a Building Order is directed must comply with that order. Penalty: 500 penalty units in the case of a natural person and 2500 penalty units in the case of a body corporate.

4. Appeal rights

Under section 142(2) of the Act, an owner of a building or land may appeal to the Building Appeals Board (BAB) against a decision to make a building order, impose any conditions on a building order, a failure within a reasonable time to amend or cancel a building order, refuse to amend or cancel a building order, or require that a building order is fully complied with. For the purpose of section 146(1)(a) of the Act, the prescribed appeal period under regulation 271 of the Building Regulations 2018 against the making of this building order is **30 days** after the day this building order is served on the person to whom it is directed. In the case of an appeal against the imposition of a condition on this building order, the prescribed period is **30 days** after the order is served on

the person to whom it is directed. In the case of an appeal against a refusal to amend or cancel this building order, the prescribed period is **30 days** after the day the owner is notified of the refusal or the day the Municipal Building Surveyor is deemed to have refused to amend or cancel this building order. In the case of an appeal against a requirement that that this building order be fully complied with, the prescribed period is **30 days** after the day the owner is notified of the requirement.

Information regarding the appeal process can be obtained by contacting the BAB:

- website: www.buildingappeals.vic.gov.au
- phone: 1300 421 082
- email: registry@buildingappeals.vic.gov.au

5. Subsequent owners

Under section 236(6) of the Act, this order is binding on every subsequent owner of the land.

6. Owners corporations

If this order is to be served on an owner of a lot affected by an owners corporation, the order may be served on the owners corporation and if so served is taken to be served on the owner. An owners corporation on whom an order is served must not fail to provide a copy of the order to each lot owner affected by the order within a reasonable time after receiving the order. Penalty: 60 penalty units.



22 December 2023

P Totikidis & T Totikidis
11 Hawkstowe Parade
SOUTH MORANG VIC 3752

Dear Sir/Madam,

Re: Building Notice Issued at 11 Hawkstowe Parade SOUTH MORANG VIC 3752.

I refer to an inspection conducted at your allotment on the 13 December 2023.

From this inspection, non-compliances in contravention of the Building Act 1993 and the Building Regulations 2018 were observed. This included a swimming pool and associated safety barrier located to the rear of the dwelling.

As a result, a Building Notice (*'the Notice'*) has been issued on your allotment that is attached and is for your attention and action. The Notice affords you the opportunity to provide representations to this office for consideration as part of the **'show cause'** (please explain) process.

The Notice requires you to **'show cause'** (please explain) as to why the structures should not be demolished/removed **within 30 days**.

Alternatively, should you wish to make representations (provide information) to Council to justify why the structure should be allowed to be retained, the following *typical information* must be provided to the satisfaction of Council's Municipal Building Surveyor:

1. A Certificate of Pool and Spa Barrier Compliance (Form 23) in accordance with Regulation 147Y of the Building Regulations 2018 from a registered building inspector or pool inspector for the pool/spa safety barrier.

Upon receiving the above documentation, your representations will be considered. You will be advised if further documentation may be required, if deemed necessary.

Please Note: The due date for the above representations is **30 days (by 22 January 2024)** unless an extension of time is requested and approved prior.

If you would like to discuss this matter further, please do not hesitate to call me on 9217 2170 or email buildplan@whittlesea.vic.gov.au.

Important Note: The swimming pool is not to be used until the Building Notice has been cancelled

Your faithfully,

Victor J

**Building Services
City of Whittlesea**

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**

Enquiries: Victor (Building Services) Ph: 9217-2170
Ref. Number: 2025821

FORM 11

Regulation 180

Building Act 1993
Building Regulations 2018
BUILDING NOTICE

This Building Notice is served under section 106 of the **Building Act 1993**.

To The Owner(s): Paul Totikidis & Tina Totikidis
Of: 11 Hawkstowe Parade SOUTH MORANG VIC 3752
From:

I am the Municipal Building Surveyor of Whittlesea City Council.

I am authorised to cause a Building Notice to be served on you, as owner of the building/land to which this Notice applies, under Division 2 of Part 8 of the **Building Act 1993**.

LOCATION OF THE BUILDING/LAND TO WHICH THIS NOTICE APPLIES:

LOT: 104 PS: 527051U
11 Hawkstowe Parade SOUTH MORANG VIC 3752
Municipal District: **City of Whittlesea**

INSPECTION DETAILS:

The date and time of an inspection relied on by myself as the Municipal Building Surveyor for the purpose of serving this Notice, and the name and qualifications of the person or persons who conducted the inspection, are:

Time of inspection: 2:15 PM
Date of inspection: 13 December 2023
Name of person/persons: V. Jenkins
Qualification(s) of person/persons: Building Inspector
Building practitioner registration no. of person/persons: IN-PS 100007

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**

REASON(S) WHY THIS NOTICE WAS SERVED:

In accordance with section 106 of the **Building Act 1993**, I am of the opinion that the following circumstance exist:

1.0. Use of building/land in contravention of the Building Regulations 2018

- 1.1. The use of the building/land contravenes Regulation 147F 'Swimming pool and spa barrier maintenance' of the Building Regulations 2018, in that the Owner of the land on which a swimming pool/spa is located has not taken reasonable steps to ensure that the swimming pool/spa safety barrier is properly maintained
- 1.2. The use of the building/land contravenes Regulation 147V 'Obligation to lodge Certificate of Pool and Spa Barrier Compliance' of the Building Regulations 2018, in that the Owner of the land on which a swimming pool/spa is located has not lodged a certificate of pool and spa barrier compliance (Form 23) with Council before or on the 1 June 2023.

2.0. Danger to life, safety, or health from building/land

- 2.2. The building/land, in which the swimming pool/spa is located, is a danger to the life, safety, or health of any person using the building/land as reasonable steps have not be taken to ensure that the swimming pool/spa safety barrier is properly maintained, in contravention of Part 9A, Division 3 – Maintenance and operation of barriers for swimming pools and spa of the Building Regulations 2018.

SHOW CAUSE PROCESS:

3.0 Under section 108 of the **Building Act 1993**, you are required to show cause within **30 days** of the date of service of this Notice—

- 3.1 Why you should not decommission/remove the swimming pool located to the rear of the allotment and return the land to its original condition; **or alternatively**
- 3.2 Engage the services of a Registered Private Building Inspector or Surveyor to provide a Certificate of Pool and Spa Barrier Compliance (Form 23) for barrier standard **AS1926.1-2007 Amendment 1**.

Specified period for making representations:

The specified period for making representations in response to the matters contained in this Notice is **30 days (by 22 January 2024)** from the date of issue of this Notice.

Specified manner for making representations:

The manner for making representations in response to the matter(s) contained in this Notice is via the submission of documentation to the satisfaction of the Municipal Building Surveyor.

BUILDING NOTICE SERVED BY:

Municipal Building Surveyor

Name: **Ashley Hansen**

Address: **25 Ferres Boulevard, South Morang 3752**

Email: **buildplan@whittlesea.vic.gov.au**

Building Practitioner Registration No.: **BS-U 1148**

Municipal District: **City of Whittlesea**

Signature:



Building Notice no.: 2025821

Date of issue: 22 December 2023

NOTES: Representations

1. by Owner

Under Section 109 of the *Building Act 1993* (the Act), an owner may make representations to the Municipal Building Surveyor about the matters contained in the Building Notice. Any representations are to be made in writing to the Municipal Building Surveyor before the end of the show cause period.

2. Cancellation

Under section 110 of the Act, the Municipal Building Surveyor may cancel a Building Notice if he/she considers it appropriate to do so after considering any representations made under Section 109 of the Act.

3. Building Order

Subject to section 107 of the Act, the Municipal Building Surveyor may make a Building Order under Section 111 after the end of the time allowed by the Building Notice for making representations.

4. Appeals Rights

Under Section 142(1) of the Act, an owner of a building or land may appeal to the Building Appeals Board (BAB) against a decision to serve a Building Notice and, a failure within a reasonable time, or refusal, to cancel a Building Notice. For the purpose of Section 146(1)(a) of the Act, the prescribed appeal period under Regulation 271 of the Building Regulations 2018 is **30 days** after the day this Building Notice is served on the owner.

Information regarding the appeal process can be obtained by contacting the BAB:

- Website: www.buildingappeals.vic.gov.au
- Phone: 1300 421 082
- Email: registry@buildingappeals.vic.gov.au

5. Subsequent Owners

Under section 236(6) of the Act, this Notice is binding on every subsequent owner of the land.

6. Owners corporations

If this notice is to be served on an owner of a lot affected by an owners corporation, the Notice may be served on the owners corporation and if so served is taken to be served on the owner. An owners corporation on whom a Notice is served must not fail to provide a copy of the Notice to each lot owner affected by the Notice within a reasonable time after receiving the Notice.

Penalty: 60 penalty units.

INFORMATION ONLY

Enquiries: Abdul (Building Services) Ph: 9217-2170 / 0447 888 220
Reference Number: 2025821

07 May 2025

P Totikidis & T Totikidis
11 Hawkstowe Parade
SOUTH MORANG VIC 3752

Dear Sir/Madam,

**CANCELLATION OF BUILDING NOTICE
(UNDER SECTION 110 OF THE BUILDING ACT 1993)
ISSUE DATE: 22 DECEMBER 2023**

**CANCELLATION OF BUILDING ORDER
(UNDER SECTION 116 OF THE BUILDING ACT 1993)
ISSUE DATE: 07 FEBRUARY 2024**

RE: 11 (LOT: 104 PS: 527051U) HAWKSTOWE PARADE, SOUTH MORANG VIC 3752

In reference to the above-mentioned Building Notice and Building Order, representation in the form of a Certificate of Pool and Spa Barrier Compliance (Form 23) have been submitted and deemed satisfactory by the Municipal Building Surveyor.

Therefore, please be advised that the above issued Building Notice and Building Order are **cancelled** forthwith.

Should you wish to discuss any matter relating to the above please contact the Building Department on 9217-2170 or buildplan@whittlesea.vic.gov.au.

Yours sincerely,



**ASHLEY HANSEN
MUNICIPAL BUILDING SURVEYOR
CITY OF WHITTLESEA
BS-U 1148**

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**

Building Amendment (Swimming Pool and Spa) Regulations 2019
S.R. No. 116/2019

Form 23

Regulations 147Y(4), 147ZB(2)
Building Act 1993
Building Regulations 2018

CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

02/05/2025

Issued to

- | | |
|--|---|
| 1. Property Owner Name | Mr P Totikidis Ms T Totikidis |
| 2. Postal Address | 11 Hawkstowe Parade South Morang VIC 3752 |
| 3. Contact Number | 0459 956 257 |
| 4. Email Address | kieumiluong@gmail.com |
| 5. Property details | 11 Hawkstowe Parade South Morang VIC 3752 104//PS527051, 10912437 |
| Municipal district | City of Whittlesea |
| Swimming Pool or Spa Type | Permanent swimming pool |
| 6. Date of construction of the swimming pool or spa | 19 January 2009 |

7. Applicable barrier standard: AS 1926.1 – 2007 Amendment 1

8. The applicable barrier standard applies under AS 1926.1 – 2007 Amendment 1
Relevant deemed to satisfy provisions of the BCA

9. Date of inspection of the swimming pool or spa barrier 02 May 2025

Certificate of Compliance

Following inspection of the swimming pool barrier on the date referred to in item 9 of this certificate, I certify the barrier complies with the applicable barrier standard.

I confirm I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

Swimming pool and spa inspector:



02/05/2025

Marc Luxa

Building practitioner registration no. IN-PS 72971

Pool Safety Solutions Pty Ltd 81 639 948 459

6 Bolton Ct, Langwarrin VIC 3910

inspect@poolsafesolutions.com.au

0458 493 907

DATED

2025

PAUL TOTIKIDIS BEING SIGNED BY SAVVAS TOTIKIDIS AND TINA TOTIKIDIS ALSO KNOWN AS ATHINA
KAKOLIRIS

CONTRACT OF SALE OF REAL ESTATE

Property: 11 Hawkstowe Parade, South Morang 3752

MELBOURNE REAL ESTATE CONVEYANCING PTY LTD

Licensed Conveyancer

954 High Street Reservoir Vic 3073

Tel: 9464 6732

Ref: JK:25/3478JK