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Contract of Sale

13 Mawson Avenue, Anglesea VIC 3230

IMPORTANT NOTICE TO PURCHASERS OF PROPERTY

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

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 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.

CONTRACT OF SALE OF PROPERTY

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

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.

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 a 'section 32 statement' (or a 'vendor's statement') required to be given by a vendor under Section 32 of the *Sale of Land Act 1962* (Vic).

Signed by purchaser:

..... **Date:**

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

State nature of authority, if applicable:

On behalf of, if applicable:

Signed by vendor:

..... **Date:**

Print name(s) of person(s) signing: Tony John Hynes

State nature of authority, if applicable:

On behalf of, if applicable:

The **Day of Sale** is the date by which both parties have signed this contract.

Particulars of Sale

Vendor's estate agent

Name: Great Ocean Road Real Estate

Address: 91 Great Ocean Road, Anglesea VIC 3230

Telephone: 0407 031 178 Email: paula@greatoceanroadrealestate.com.au

Vendor

Name: Tony John Hynes

Address: 13 Mawson Avenue, Anglesea VIC 3230

Vendor's legal practitioner or conveyancer

Name: Redman Lynch

Address: Level 1, 77 Yarra Street, Geelong VIC 3220

Telephone: 03 4245 2020 Email: karley.dosen@redmanlynch.com.au

Purchaser

Name:

Address:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Telephone: Email:

Land

The land is described in the table below.

Certificate of Title reference	Lot	on
Volume 08774 Folio 959	13	Plan of Subdivision PS020086

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement. The land includes all improvements and fixtures.

Property

The address of the land is:

13 Mawson Avenue, Anglesea VIC 3230

Goods

The goods sold with the land are:

All electric light fittings, fixed floor coverings and window furnishings.

Payment

Price	\$	
Deposit	\$	payable on
Balance	\$	payable at settlement

Deposit bond

General condition 15 applies only if the box is checked.

Bank guarantee

General condition 16 applies only if the box is checked.

GST

- GST (if any) must be paid in addition to the price if the box is checked.

- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked.

- This sale is a sale of a 'going concern' if the box is checked.

- The margin scheme will be used to calculate GST if the box is checked.

Settlement

Settlement 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~~
- ~~• the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.~~

Lease

- At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to.

The details of the lease(s), if any, are as follows:

Terms contract

- This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962 (Vic)* if the box is checked.

Loan

- This contract is subject to a loan being approved and the following details apply if the box is checked:

The details of the loan approval, if any, are as follows:

Lender: _____ (or another lender chosen by the purchaser)

Loan amount: no more than \$ _____ Approval date: _____

Building report

General condition 21 applies only if the box is checked.

Pest report

General condition 22 applies only if the box is checked.

Special conditions

This contract is subject to special conditions if the box is checked.

GST Withholding Notice

The vendor gives notice to the purchaser that the purchaser is not required to make a payment under section 14-250 of the *Tax Administration Act 1953 (Vic)*.

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

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 general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; 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 11.6, 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 receives 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 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 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:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 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:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 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:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond 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.
- 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 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. 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 lodgement 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 lodgement 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 lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement 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 lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement 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 lodgement.
- 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 lodgement 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 lodgement 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) 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 lodgement 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 lodgement 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 lodgement 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.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 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;
- (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.

Special Conditions

1 Definitions and interpretation

1.1 Definitions

In this contract the definitions set out below apply.

Authority means any government or any public, statutory, governmental, semi-governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

Business Day means a day which is not a Saturday, Sunday or a public holiday in Melbourne, Victoria.

Claim means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, Costs (whether or not the subject of a court order), Loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising, including (before or after the date of actual settlement) to make a claim against the Vendor, seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this contract or seek to delay or avoid settlement of this contract.

Cost means any cost, charge, expense, outgoing, payment, fee, liability or penalty of any kind, including any professional fees.

FIRB Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

General Conditions means the general conditions in this contract, appearing after the Particulars of Sale.

Goods means the goods described in the Particulars of Sale, if any.

Land means the land described in the Particulars of Sale.

Law means any law (including principles of law or equity established by decisions of courts) that applies in Victoria, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Authority.

Loss means a loss, Claim, action, damage, liability, Cost, charge, expense, penalty, compensation, fine or outgoing suffered, paid or incurred.

Particulars of Sale means the particulars of sale in this contract, appearing before the General Conditions.

Property means the property described in the Particulars of Sale.

Property Controls means all existing and future planning, environmental, building and similar controls relating to the use and development of the Property.

Price means the price described in the Particulars of Sale.

Purchaser means the purchaser described in the Particulars of Sale.

Sale of Land Act means the *Sale of Land Act 1962* (Vic).

Vendor means the vendor described in the Particulars of Sale.

Vendor's Estate Agent means the estate agent of the Vendor described in the Particulars of Sale, if any.

Vendor's Statement means the statement made under section 32 of the Sale of Land Act, a copy of which is attached to this contract.

The definitions “Land” and “Property” are used intermittently throughout this contract; however, they all mean the property sold pursuant to this contract.

1.2 Interpretation

In this contract:

- (a) headings, bold type, italics type and underline type are for convenience only and do not affect the interpretation of this contract, except for words that are both bold type and italics type which denotes a defined term;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this contract have a corresponding meaning;
- (e) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;
- (f) a reference to a clause, party, schedule, attachment, exhibit or plan is a reference to a clause of, and a party, schedule, attachment, exhibit or plan to, this contract;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to a document includes that party's successors and permitted assignees;
- (j) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (k) any agreement, representation, warranty or indemnity in favour of two or more persons (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (l) a reference to an agreement other than this contract includes a deed and any legal enforceable undertaking, agreement, arrangement or understanding whether or not in writing;
- (m) a reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, insolvency, bankruptcy, or any similar procedure or, whether applicable, changes in the constitution of any partnership or person, or death;
- (n) no provision of this contract will be construed adversely to a person because that person was responsible for the preparation of this contract or that provision;
- (o) a reference to a body, other than a party to this contract (including an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers and functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers and functions;
- (p) a reference to a time is a reference to the time in Victoria;

- (q) a reference to “A\$”, “\$A”, “dollar” or “\$” is Australian currency;
- (r) specifying anything after the words “include” or “for example” or similar expressions does not limit what else is included; and
- (s) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

2 General Conditions

2.1 Inconsistency

The Purchaser and the Vendor agree that if there is any inconsistency between:

- (a) the provisions of the General Conditions and these special conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of these special conditions shall prevail and have priority; and
- (b) special condition 2.2 and any other special condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other special conditions shall prevail and have priority over special condition 2.2.

2.2 Variations

Without limiting the specific provisions of any other special condition, the Purchaser and the Vendor agree that the General Conditions are varied as follows:

- (a) General Condition 12 is deleted.
- (b) General Condition 31.4 is deleted.
- (c) General Condition 31.5 is deleted.
- (d) General Condition 31.6 is deleted.
- (e) General Condition 3 is amended to read as set out in the box below.

3	GUARANTEE
3.1	If the purchaser is a proprietary limited company, the purchaser must on the day of sale provide the vendor with a guarantee and indemnity, in the form at Annexure A – Guarantee & Indemnity to this contract, signed by each director of the purchaser.
3.2	If under general condition 4 the purchaser nominates a substitute or additional purchaser and the nominee is a proprietary limited company, the purchaser must on the day of nomination provide the vendor with a guarantee and indemnity, in the form at Annexure A – Guarantee & Indemnity to this contract, signed by each director of the nominee.

- (f) General Condition 6.6 is amended to read as set out in the box below.

6.6	If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that: <ul style="list-style-type: none"> (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 or disclosed in the statement required to be given by the vendor under section 32 of the <i>Sale of Land Act 1962</i>, those materials were new, unless otherwise stated in this contract or disclosed in the statement required to be given by the vendor under section 32 of the <i>Sale of Land Act 1962</i>; 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. <p>The purchaser may not delay settlement, make a claim or take proceedings for breach of any warranties (set out in section 137C of the Building Act 1993 and general conditions 2.6(a), (b) and (c) of this contract), if the breach was known or ought reasonably to have been known to the purchaser to exist at the time this contract was signed by the purchaser.</p>
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(g) General Condition 11 is amended to read as set out in the box below.

11. RELEASE OF SECURITY INTEREST

The purchaser agrees that the vendor is not required at any time to take any action to obtain any:

- (a) release from any secured party releasing a security interest in respect of the property or the goods;
- (b) statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 setting out the amount or obligation that is secured is "nil" at the settlement date; or
- (c) written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 indicating that, on the settlement date, the personal property included in the contract is not or will not be property in which the relevant security interest is granted.

(h) General Condition 17.1(b)(i) is amended to read as set out in the box below.

- (i) provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and

(i) General Condition 23 is amended to include a new provision, General Condition 23.4, which reads as set out in the box below.

- 23.4 For the purposes of this general condition 23, the expression 'periodic outgoings' does not include any amounts to which section 10G of the *Sale of Land Act 1962* applies.

(j) General Condition 28.3 is amended to read as set out in the box below.

- 28.3 The purchaser may enter the property at reasonable times and following prior written notice to the vendor to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition.

(k) General Condition 28 is further amended to include new provisions, General Conditions 28.4 and 28.5, which read set out in the box below.

- 28.4 On and from the day of sale, the purchaser fully indemnifies and shall keep indemnified the vendor from and against all actions, claims, demands, costs and expenses which the vendor may incur, suffer or sustain as a result of any breach by the purchaser of this general condition 28.
- 28.5 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* applies.

(l) The opening paragraph of General Condition 35.4 is amended to read set out in the box below.

- 35.4 If the contract ends by a default notice given by the vendor or if the contract ends when the vendor accepts a repudiation by the purchaser and terminates the contract:

(m) General Condition 35.4(a) is amended to read as set out in the box below.

- (a) a deposit equal to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether a deposit equal to 10% of the price has been paid or not; and

3 Acknowledgement of pre-contract matters

3.1 Contract and Vendor's Statement

Prior to the signing of this contract, the Purchaser acknowledges (and warrants to, and for the benefit of the Vendor) that:

- (a) it received:
 - (i) a copy of this contract; and
 - (ii) a copy of the Vendor's Statement,
 before paying any money or signing any document in relation to this sale;
- (b) the Purchaser was given an opportunity to read and consider the terms and conditions in this contract;
- (c) the Purchaser had an opportunity to seek legal and other professional advice on the terms and conditions in this contract; and
- (d) the Vendor and / or the Vendor's Estate Agent advised the Purchaser that the Purchaser had the right to negotiate the terms of this contract.

3.2 Other acknowledgements

The Purchaser acknowledges (and warrants to, and for the benefit of, the Vendor) that:

- (a) the Purchaser has had sufficient opportunity to carry out investigations and to make enquiries in relation to the Property before signing this contract;
- (b) that no information, representation or warranty provided or made by or on behalf of the Vendor other than expressed in this contract was provided or made with the intention or knowledge that it would be relied upon by the Purchaser;
- (c) that the Purchaser relied only on the Purchaser's inspection of, and searches and enquiries in connection with, the Property when entering into this contract;
- (d) other than the warranties given by the Vendor under General Condition 6, the Purchaser acknowledges and agrees that it purchases the Property as is and as a result of the Purchaser's own inspections and enquiries and the Vendor makes no warranty or representation in respect of the Property; and
- (e) that to the maximum extent permissible by Law, the Vendor is not liable to the Purchaser in connection with any information, representation or warranty provided or made by or on behalf of the Vendor.

4 'As is, Where is'

4.1 Items on the Land

The Purchaser acknowledges and agrees that:

- (a) the Goods and any improvements on the Land may be subject to or require compliance with Laws; and
- (b) any failure to comply with any Laws mentioned in special condition 4.1(a) will not constitute and will not be deemed to constitute a defect in the Vendor's title and the Purchaser must not make any Claim in connection to any failure to comply with any Laws mentioned in special condition 4.1(a).

4.2 State of repair

- (a) The Purchaser acknowledges and agrees that it accepts the Property in the condition it was in at the Day of Sale.
- (b) The Purchaser must not make any Claim in connection to the condition or the state of repair of the Property if it is in the condition it was at the Day of Sale.

4.3 No warranty by Vendor

- (a) Other than the warranties given by the Vendor under General Condition 6, the Purchaser acknowledges and agrees that it purchases the Property as is and as a result of the Purchaser's own inspections and enquiries and the Vendor makes no warranty or representation in respect of the Property, including (without limitation):
 - (i) that the Land is identical with the land described in this contract;
 - (ii) that the Property complies with all Laws and the requirements of any statutory authority;
 - (iii) that the improvements erected on the Land do not encroach on adjoining land;
 - (iv) that the improvements erected on adjoining land do not encroach on the Land;
 - (v) regarding the condition or quality of the Property, the suitability of the Property for any purpose;
 - (vi) services connected to or available to the Land; and
 - (vii) regarding the presence of anything that may cause "harm" (as defined by section 4 of the *Environment Protection Act 2017* (Vic)) to "human health" (as defined by section 3 of the *Environment Protection Act 2017* (Vic)) or the "environment" (as defined by section 3 of the *Environment Protection Act 2017* (Vic)).
- (b) The Purchaser must not make any Claim in connection to any matter raised in special condition 4.3(a).

4.4 Restrictions

- (a) The Purchaser acknowledges and agrees that it purchases the Property subject to any:
 - (i) easements (both express and implied) affecting the Land sold by virtue of the Sale of Land Act and any rights easements or encumbrances which are appurtenant to any adjoining property;
 - (ii) restriction or encumbrance referred to in this contract or the Vendor's Statement;
 - (iii) restrictions on its use or development under the *Planning and Environment Act 1987* (Vic), any planning scheme and the Property Controls;
 - (iv) non-compliance of the Property with a Law or a requirement of a statutory authority;
 - (v) encroachment by the Property or upon the Land;
 - (vi) defect (whether latent or patent); and
 - (vii) installation or service which are on or pass through or over the Land or which are used in common with or pass through or over adjoining land.
- (b) The Purchaser must not make any Claim in connection to any matter raised in special condition 4.4(a).

5 FIRB Act

- (a) The Purchaser warrants to (and for the benefit of) the Vendor that either:
 - (i) the FIRB Act does not apply to the acquisition of the Property; or
 - (ii) if the FIRB Act applies to the acquisition of the Property, either:

- (A) the Treasurer (or his delegate) has provided a written no objection notification to the transaction contemplated by this contract either without conditions or with conditions acceptable to the Purchaser and the Vendor, (each acting reasonably); o
- (B) following notice of the proposed acquisition of the Property having been given by the Purchaser to the Treasurer under the FIRB Act, the Treasurer has ceased to be empowered to make any order under Part 3 of the FIRB Act because the applicable time limit on making orders and decisions under the FIRB Act has expired.

(b) A breach of the warranty set out in special condition 5(a), whether intentional or not, will constitute a breach of this contract.

6 Miscellaneous

6.1 Alterations

This contract may be altered only in writing signed by each party, or the legal practitioner or conveyancer of each party.

6.2 Approvals and consents

Except where this contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this contract.

6.3 No merger, and survival

- (a) The rights and obligations of the parties under this contract do not merge on completion of any transaction contemplated by this contract.
- (b) Any indemnity or any obligation of confidence under this contract is independent and survives termination of this contract. Any other term by its nature intended to survive termination of this contract survives termination of this contract.

6.4 Entire agreement

This contract constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

6.5 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this contract and any transactions contemplated by it.

6.6 Severability

A term or part of a term of this contract that is illegal or unenforceable may be severed from this contract and the remaining terms or parts of the term of this contract continue in force.

6.7 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

6.8 Governing law and jurisdiction

This contract is governed by the law of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.

6.9 Counterparts

This contract may be executed in counterparts. All executed counterparts constitute one document.

6.10 Authority

Each party warrants to the other party that it has full authority and all necessary consents to enter and perform this contract.

6.11 Costs

Each party must pay its own costs of negotiating, preparing and executing this contract.

6.12 Stamp duty

Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this contract or any transaction contemplated by this contract, must be paid by the Purchaser.

6.13 Time of the essence

Time shall remain the essence of this contract despite any waiver or indulgence granted by a non-defaulting party to the party in default.

Annexure A – Guarantee & Indemnity

Attached.



Level 1, 77 Yarra Street, Geelong VIC 3220
PO Box 4107, Geelong VIC 3220
Telephone +61 3 4245 2020
redmanlynch.com.au

Guarantee & Indemnity

Contract

13 Mawson Avenue, Anglesea VIC 3230
Property

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Date

Parties

GUARANTEE AND INDEMNITY BY:

Party			(Guarantor)
Notice details	Address:		
	Attention:		
	Email:		

TO:

Tony John Hynes (**Vendor**).

This document is a deed poll. The Vendor has the benefit of, and is entitled to enforce, this document even though it is not a party to this document. In this document a reference to "Guarantor" is to all persons named as "Guarantor" jointly and each of them severally. Also, in this document a reference to "Vendor" includes its successors and permitted assignees.

Agreed Terms

1 Definitions and interpretation

1.1 Definitions

In this document the definitions set out below, together with any definitions in the Parties, apply.

Authority means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, instrumentality, commission, authority, tribunal, agency, entity or official.

Business Day means a day which is not a Saturday, Sunday or a public holiday in Melbourne, Victoria.

Contract means the contract of sale entered, or to be entered, between the Vendor and the Purchaser for the sale and purchase of the Property.

Guaranteed Money means all money that the Purchaser is or may at any time be liable (actually, prospectively or contingently) to pay to the Vendor under or in connection with the Contract (including in connection with non-compliance with the Purchaser's obligations under the Contract) and includes money which the Purchaser would be liable to pay but for its insolvency.

Guarantor Assets means all debts and liabilities owed by the Purchaser to the Guarantor and any security the Guarantor holds over the Purchaser's assets.

Property means 13 Mawson Avenue, Anglesea VIC 3230

Purchaser means

1.2 Interpretation

In this document:

- (a) headings, bold type, italics type and underline type are for convenience only and do not affect the interpretation of this document, except for words that are both bold type and italics type which denotes a defined term;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this document have a corresponding meaning;
- (e) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Authority as well as an individual;
- (f) a reference to a clause, party, schedule, attachment, exhibit or plan is a reference to a clause of, and a party, schedule, attachment, exhibit or plan to, this document;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to a document includes that party's successors and permitted assignees;
- (j) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

- (k) any agreement, representation, warranty or indemnity in favour of two or more persons (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (l) a reference to an agreement other than this document includes a deed and any legal enforceable undertaking, agreement, arrangement or understanding whether or not in writing;
- (m) a reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, insolvency, bankruptcy, or any similar procedure or, whether applicable, changes in the constitution of any partnership or person, or death;
- (n) no provision of this document will be construed adversely to a person because that person was responsible for the preparation of this document or that provision;
- (o) a reference to a body, other than a party to this document (including an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers and functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers and functions;
- (p) a reference to a time is a reference to the time in Victoria;
- (q) a reference to "A\$", "\$A", "dollar" or "\$" is Australian currency;
- (r) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included; and
- (s) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Document components

This document includes the Date, the Parties, the Agreed Terms and the Signing Page(s).

2 Consideration

The Guarantor gives this guarantee and this indemnity, and enters this document, in consideration of the Vendor agreeing to enter the Contract at the Guarantor's request.

3 Representations and warranties

The Guarantor represents and warrants to the Vendor that:

- (a) it had been given a copy of the Contract, and has had the opportunity to consider its provisions, before entering this document;
- (b) it had been given the opportunity to:
 - (i) read and consider the provisions of this document; and
 - (ii) seek legal and other professional advice on the provisions of this document,
 before entering this document;
- (c) it acts on its own behalf on entering into this document, and it is not a trustee of any trust;

- (d) it has the power, right and necessary corporate authority to own its assets, and to enter, and observe and perform its obligations under this document;
- (e) neither it nor any of its assets is immune from suit or execution;
- (f) its execution and performance of this document does not and will not conflict with or contravene any other law or a judgment, ruling, order, document or agreement applying to it or its assets or its constituent documents; and
- (g) it is solvent and there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable.

4 Guarantee

The Guarantor irrevocably and unconditionally guarantees to the Vendor that the Purchaser will:

- (a) pay the Guaranteed Money on time; and
- (b) comply on time with the Purchaser's obligations under the Contract.

5 Payment under guarantee

If the Purchaser does not:

- (a) pay the Guaranteed Money; or
- (b) comply with the Purchaser's obligations under the Contract,

on time, the Guarantor must on demand pay that money to the Vendor or comply with those obligations or both, as the case may be, whether or not the Vendor has demanded that the Purchaser pay or comply.

6 Indemnity

As an additional obligation of the Guarantor which the Vendor may enforce separately from the guarantee in clause 3, the Guarantor irrevocably and unconditionally indemnifies the Vendor against, and undertakes as principal debtor to pay the Vendor on demand a sum equal to all liability, loss, penalties, costs, charges and expenses directly or indirectly arising from or incurred in connection with:

- (a) the Purchaser not paying the Guaranteed Money on time;
- (b) the Purchaser not complying on time with the Purchaser's obligations under the Contract; and
- (c) the Vendor not being able to recover all of the Guaranteed Money from the Purchaser or enforce all of the Purchaser's obligations under the Contract for any reason,

whether or not the Vendor or the Guarantor knew or should have known about a fact or circumstance that gives rise to a claim under this indemnity. It is not necessary for the Vendor to incur expense or make a payment before enforcing this indemnity.

7 Extent of guarantee and indemnity

This guarantee and this indemnity are independent of and in addition to any other guarantee or security the Vendor holds and are continuing and are not discharged by any one payment and may not be terminated by the Guarantor. They continue until the Vendor unconditionally releases the Guarantor in writing or until all of the Guarantor's obligations under the guarantee and the indemnity are complied with.

8 Liability and rights not affected

The Guarantor's liabilities as a guarantor, indemnifier and principal debtor, and the Vendor's rights, under this document are not affected by anything which might otherwise affect them including but not limited to:

- (a) the Vendor giving time or any other concession to the Purchaser, the Guarantor or any other person;
- (b) the Vendor abandoning or transferring any right, compromising with or releasing the Purchaser or any person named as Guarantor;
- (c) the Vendor's acquiescence, delay or mistake;
- (d) the variation, assignment, or termination of the Contract;
- (e) a liquidator or a trustee in bankruptcy disclaiming the Contract;
- (f) the Purchaser, if a corporation, being wound up or dissolved;
- (g) the Purchaser, if an individual, being declared bankrupt or dying;
- (h) the Vendor obtaining judgment against the Purchaser or any person named as Guarantor for money secured under this document;
- (i) the obligations of a person named as Guarantor being partly or wholly unenforceable for any reason;
- (j) any person named as Guarantor not executing this document or not executing it correctly; and
- (k) the Guarantor being wholly or partly released from its obligations for any other reason.

9 Guarantor's rights waived

So far as it legally can, the Guarantor waives:

- (a) any right it has of requiring the Vendor to proceed against or enforce any right against the Purchaser or any other person before claiming against the Guarantor under this document;
- (b) any claim, right of set off or counterclaim or any defence which might reduce or discharge the Guarantor's liability under this document; and
- (c) any legal or equitable rights it has that are inconsistent with its obligations under this document.

10 Guarantor's rights suspended

Until the Vendor:

- (a) has received all the Guaranteed Money;
- (b) is satisfied that it will not have to repay any of it; and
- (c) is satisfied that all the Purchaser's obligations under the Contract have been complied with,

the Guarantor must not:

- (d) claim for any reason to have a right to the benefit of any guarantee or other security the Vendor holds in connection with the Contract;
- (e) make a claim or enforce a right against the Purchaser or its property; or

- (f) prove or claim or exercise voting rights if a liquidator, provisional liquidator, administrator or trustee in bankruptcy is appointed in respect of the Purchaser.

11 Reinstatement of guarantee

If any payment or other transaction in connection with the Contract or this document is void, voidable, unenforceable or defective or is claimed to be so and that claim is upheld or settled then:

- (a) the liability of the Guarantor is to be what it would have been if the payment or other transaction had not been made; and
- (b) immediately the Vendor requests it, the Guarantor must do everything necessary to put the Vendor back into the position it would have been if the payment or other transaction had not been made.

12 Power of attorney

The Guarantor for valuable consideration irrevocably appoints the Vendor its attorney to:

- (a) demand, sue for, recover and enforce the Guarantor Assets;
- (b) prove on behalf of the Guarantor for the Guarantor Assets if the Purchaser is insolvent, liquidated or has an administrator appointed to it; and
- (c) exercise the Guarantor's rights in connection with and deal with the Guarantor Assets in the Guarantor's name as if the Vendor were the Guarantor.

The Vendor may delegate its powers under this clause 12 and revoke a delegation. The Guarantor must ratify everything the Vendor or its delegate does under this clause 12.

13 Costs

The Guarantor must pay the Vendor on demand for:

- (a) the Vendor's costs, charges and expenses (including but not limited to legal costs, charges and expenses on a full indemnity basis whether incurred by or awarded against the Vendor) in connection with this document including but not limited to its enforcement; and
- (b) all taxes, duties, imposts and charges in connection with this document or any transaction contemplated by it.

14 Interest

The Guarantor must pay interest on any amount payable by it under this document, which it does not pay on time on demand or at times the Vendor specifies, from when the amount becomes due until it is paid. Interest is calculated on daily balances at the rate that is 2% above the rate fixed from time to time under the *Penalty Interest Rates Act 1983 (Vic)* and is capitalised on the last day of each month if unpaid.

15 Vendor's certificate

A certificate from the Vendor stating that an amount is owing or an event has occurred is taken to be correct unless the contrary is proved.

16 GST

- (a) In this clause 16:
 - (i) **GST, Supply** and **Tax Invoice** have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth); and

- (ii) a reference to payment being made or received includes a reference to consideration other than money being given or received.
- (b) The Guarantor must pay to the Vendor with any payment it makes to the Vendor under this document an additional amount equal to any GST payable by the Vendor on the supply for which that payment is made.

17 Notice

17.1 Service

- (a) A notice, demand, consent, approval or communication under this document (**Notice**) must be:
 - (i) in writing, in English and signed by a person duly authorised by the sender; and
 - (ii) hand delivered or sent by prepaid post or email to the recipient's address specified in the Parties, as varied by any Notice given by the recipient to the sender.
- (b) Without limiting clause 17.1(a), a Notice may be served in a manner authorised by law or the Supreme Court of Victoria for serving of documents.

17.2 Receipt

A Notice given in accordance with clause 17.1(a) takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, the 5th Business Day after the date of posting (or the 10th Business Day after the date of posting if posted to or from a place outside Australia); and
- (c) if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

18 Miscellaneous

18.1 Alterations

This document may be altered only in writing signed by the Guarantor and the Vendor.

18.2 No merger, and survival

- (a) The obligations of the Guarantor under this document do not merge on completion of any transaction contemplated by this document.
- (b) The rights of the Vendor under this document do not merge on completion of any transaction contemplated by this document.
- (c) Any indemnity or any obligation of confidence under this document is independent and survives termination of this document. Any other term by its nature intended to survive termination of this document survives termination of this document.

18.3 Further action

The Guarantor must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this document and any transactions contemplated by it.

18.4 Severability

A term or part of a term of this document that is illegal or unenforceable may be severed from this document and the remaining terms or parts of the term of this document continue in force.

18.5 Waiver

The Vendor does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Vendor giving the waiver.

18.6 Governing law and jurisdiction

This document is governed by the law of Victoria and the Guarantor irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.

18.7 Counterparts

This document may be executed in counterparts. All executed counterparts constitute one document.

18.8 Electronic Signature

- (a) In this clause 18.8, **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 document by electronic or mechanical means, and **Electronically Signed** has a corresponding meaning.
- (b) This document may signed by or on behalf of the Guarantor by an Electronic Signature.
- (c) Where this document, under clause 18.8(b), is Electronically Signed by or on behalf of the Guarantor, the Guarantor warrants to the Vendor and agrees that the Electronic Signature has been used to identify the person signing and to indicate that the Guarantor intends to be bound by the Electronic Signature.
- (d) If required by the Vendor, the Guarantor must upon request promptly deliver a physical counterpart of this document with the handwritten signature or signatures of the Guarantor, but a failure to comply with the request does not affect the validity of this document.

18.9 Deed poll

This document is a deed poll. The Guarantor acknowledges and confirms in favour of the Vendor that the obligations imposed on the Guarantor under this document are owed to and for the benefit of the Vendor from time to time so that the Vendor has the benefit of, and may enforce, this document against the Guarantor even though the Vendor is not a party to this document.

Signing Page(s)

Executed as a deed poll.

Signed, sealed and delivered by

in the presence of:

Signature of

Signature of witness

Name of witness [print]



Level 1, 77 Yarra Street, Geelong VIC 3220
PO Box 4107, Geelong VIC 3220
Telephone +61 3 4245 2020
redmanlynch.com.au

Vendor's Statement

13 Mawson Avenue, Anglesea VIC 3230

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Section 32(1) *Sale of Land Act 1962* (Vic)

1 Definitions

In this document the definitions set out below apply.

Land means 13 Mawson Avenue, Anglesea VIC 3230.

Vendor means Tony John Hynes.

2 Financial

2.1 Outgoings information

Information concerning any rates, taxes, charges or other similar outgoings affecting the Land and any interest payable in respect of them is set out in the attachments to this document.

The Vendor is unaware of any other such amounts for which the purchaser may become liable in consequence of the purchase of the Land.

2.2 Charge information

Description of charges, as set out in the attachments to this document.

2.3 CIPT

(a) The Land is not "tax reform scheme land" within the meaning of the *Commercial and Industrial Property Tax Reform Act 2024* (Vic).

(b) The "AVPCC" within the meaning of the *Commercial and Industrial Property Tax Reform Act 2024* (Vic), most recently allocated to the Land, is 110.

2.4 Terms contract

Not applicable.

This Item 2.4 is only applicable if the purchaser is obliged to make two or more payments (other than a deposit or final payment) to the Vendor after the execution of the contract of sale and before the purchaser is entitled to a conveyance or transfer of the Land.

2.5 Sale subject to mortgage

Not applicable.

This Item 2.5 is only applicable if the contract of sale provides that any mortgage (whether registered or unregistered), is not to be discharged before the purchaser becomes entitled to possession of the Land or receipts of rents and profits.

3 Insurance

3.1 Damage and destruction

Not applicable.

This Item 3.1 is only applicable if the contract of sale does not provide for the Land to remain at the risk of the Vendor until the purchaser becomes entitled to possession of the Land or receipt of rents and profits

3.2 Owner builder

Not applicable.

This Item 3.2 is only applicable if 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* (Vic) applies to the residence.

4 Land use

4.1 Easements, covenants or other similar restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) are set out in the attachments to this document.
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are: Nil.

4.2 Road access

There is access to the Land by road.

4.3 Designated bushfire prone area

The Land is in a designated bushfire prone area under section 192A of the *Building Act 1993* (Vic).

4.4 Planning scheme

- (a) The planning scheme applicable to the Land is set out in the attachments to this document.
- (b) The responsible authority, under the planning scheme, for the Land is set out in the attachments to this document.
- (c) Information concerning the zoning of the Land and the name of any planning overlay affecting the Land is set out in the attachments to this document.

5 Notices

5.1 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 (if any), being a notice, order, declaration, report, recommendation, or approved proposal of which the Vendor might reasonably be expected to have knowledge, are set out in the attachments to this document.

5.2 Agricultural chemicals

Particulars of notices in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the Land for agricultural purposes (if any) are set out in the attachments to this document.

5.3 Compulsory acquisition

Particulars of any notice of intention to acquire, served under section 6 of the *Land Acquisition and Compensation Act 1986* (Vic), the Land (if any) are set out in the attachments to this document.

6 Building permits

Particulars of any building permit issued under the *Building Act 1993* (Vic) in the preceding 7 years are set out in the attachments to this document.

This Item 6 is only applicable if there is a residence on the Land.

7 Owners corporation

Not applicable.

This Item 7 is only applicable if the Land is affected by an owners corporation within the meaning of the *Owners Corporation Act 2006* (Vic).

8 Growth area infrastructure contribution

In this Item 8 words and expressions have the same meaning as in Part 9B of the *Planning and Environment Act 1987* (Vic).

8.1 Work-in-kind agreement

Not applicable.

This Item 8.1 is only applicable if the Land is subject to a work-in-kind agreement.

8.2 GAIC recording

Not applicable.

This Item 8.2 is only applicable if the Land is subject to a GAIC recording.

9 Non-connected services

The services that are marked with an "X" in the accompanying square box are not connected to the Land.

- (a) Electricity supply
- (b) Gas supply
- (c) Water supply
- (d) Sewerage services
- (e) Telephone services

The purchaser is responsible to arrange for connection and any connection fees.

10 Title

Attached to this document, at Annexure B – Title and other documents, are copies of the following:

- (a) Register Search Statement for Certificate of Title Volume 08774 Folio 959.
- (b) Plan of Subdivision PS020086.

11 Subdivision

Not applicable.

This Item 11 is only applicable if the Land is subject to a subdivision which is not registered

12 Attachments

12.1 Due diligence checklist

Attached to this document, at Annexure A – Due diligence checklist, is a copy of the due diligence checklist.

12.2 Other attachments

Attached to this document, at Annexure B – Title and other documents, are copies of the following:

- (a) Planning Property Report.
- (b) Planning Permit No.21/0117.
- (c) Property Information Certificate.
- (d) Occupancy Permit dated 21/12/2023.
- (e) Certificate of Final Inspection dated 22/10/2024.
- (f) Certificate of Domestic Building Insurance.
- (g) Land Tax Assessment Notice.
- (h) Municipal Rates Notice.
- (i) Water Information Certificate.

Vendor signing

The Vendor signs this document on, and this document is dated, 28/8/2025

Signed by:

B410F013B4774DD...

Signed by Tony John Hynes

Purchaser acknowledgement

The purchaser acknowledges receiving this document, signed by the Vendor, before the purchaser signed any contract of sale for the Land.

Signed by the purchaser

Annexure A – Due diligence checklist

Attached.

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 (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.

(04/10/2016)

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.

Annexure B – Title and other documents

Attached



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 08774 FOLIO 959

Security no : 124127455561A
Produced 25/08/2025 03:58 PM

LAND DESCRIPTION

Lot 13 on Plan of Subdivision 020086.
PARENT TITLE Volume 07473 Folio 019
Created by instrument D351373 28/03/1969

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
TONY JOHN HYNES of 13 MAWSON AVENUE ANGLESEA VIC 3230
AZ517114P 22/08/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ517115M 22/08/2025
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE LP020086 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ517113R (E)	DISCHARGE OF MORTGAGE	Registered	22/08/2025
AZ517114P (E)	TRANSFER	Registered	22/08/2025
AZ517115M (E)	MORTGAGE	Registered	22/08/2025

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

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

Street Address: 13 MAWSON AVENUE ANGLESEA VIC 3230

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 22/08/2025

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP020086
Number of Pages (excluding this cover sheet)	3
Document Assembled	18/08/2025 16:59

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LP 2008
EDITION 2
PLAN MAY BE LODGED
27-4-50
2 SHEETS
SHEET 1

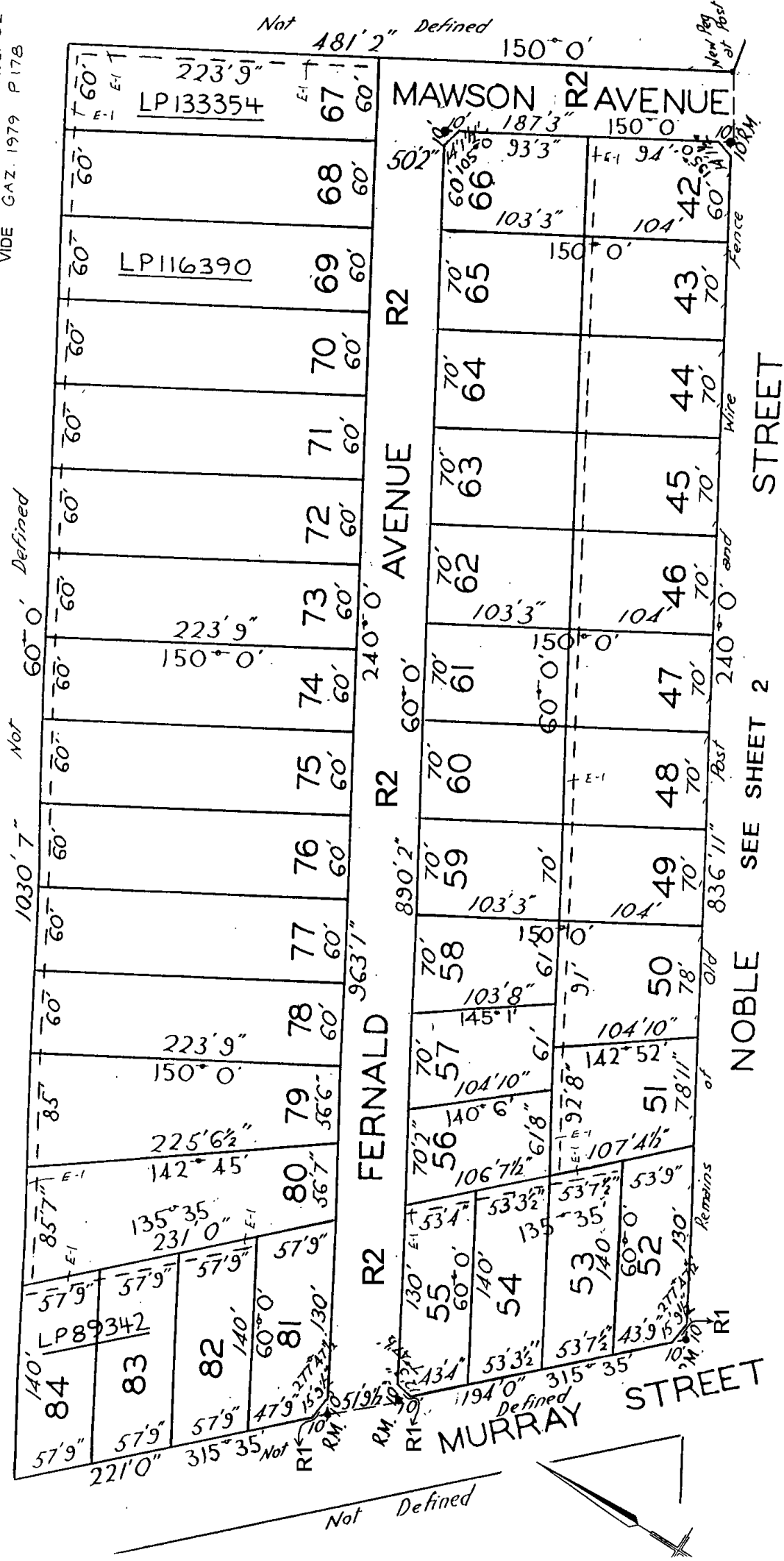
PLAN OF SUBDIVISION
PART OF CROWN ALLOTMENT 13
PARISH OF ANGAHOOK
COUNTY OF POLWARTH
V 7473 F 019
COLOUR CODE
E-1=BLUE
R1 & R2=BROWN

Measurements are in Feet & Inches
Conversion Factor
FEET X 0.3048 = METRES

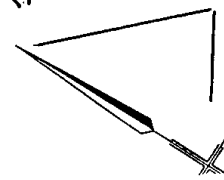
STREET NAME AMENDED
FROM COLLEDGE LANE
TO HOLMWOOD AVENUE
VIDE GAZ. 1979 P.178

APPROPRIATIONS
THE LAND COLOURED BROWN
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
WAY AND DRAINAGE
THE LAND COLOURED BLUE
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
DRAINAGE & IS 6 FEET WIDE

ENCUMBRANCES
AS TO THE LAND SHOWN R2
ANY EASEMENTS AFFECTING THE SAME



Not Defined



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 25 August 2025 04:01 PM

PROPERTY DETAILS

Address: **13 MAWSON AVENUE ANGLESEA 3230**
 Lot and Plan Number: **Lot 13 LP20086**
 Standard Parcel Identifier (SPI): **13\LP20086**
 Local Government Area (Council): **SURF COAST**
 Council Property Number: **44890**
 Planning Scheme: **Surf Coast**
 Directory Reference: **Melway 514 E7**

www.surfcoast.vic.gov.au

[Planning Scheme - Surf Coast](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Urban Water Corporation: **Barwon Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

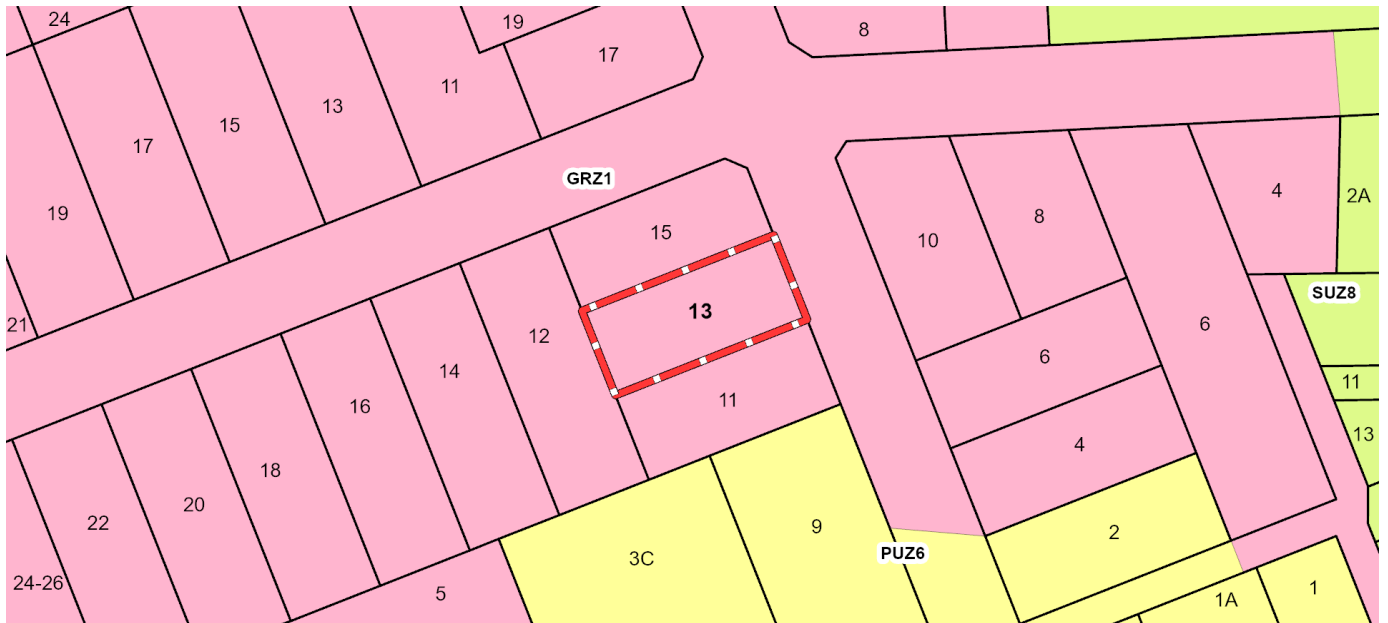
Legislative Council: **WESTERN VICTORIA**
 Legislative Assembly: **POLWARTH**
 Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential **PUZ6 - Public Use-Local Government** **SUZ - Special Use**

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

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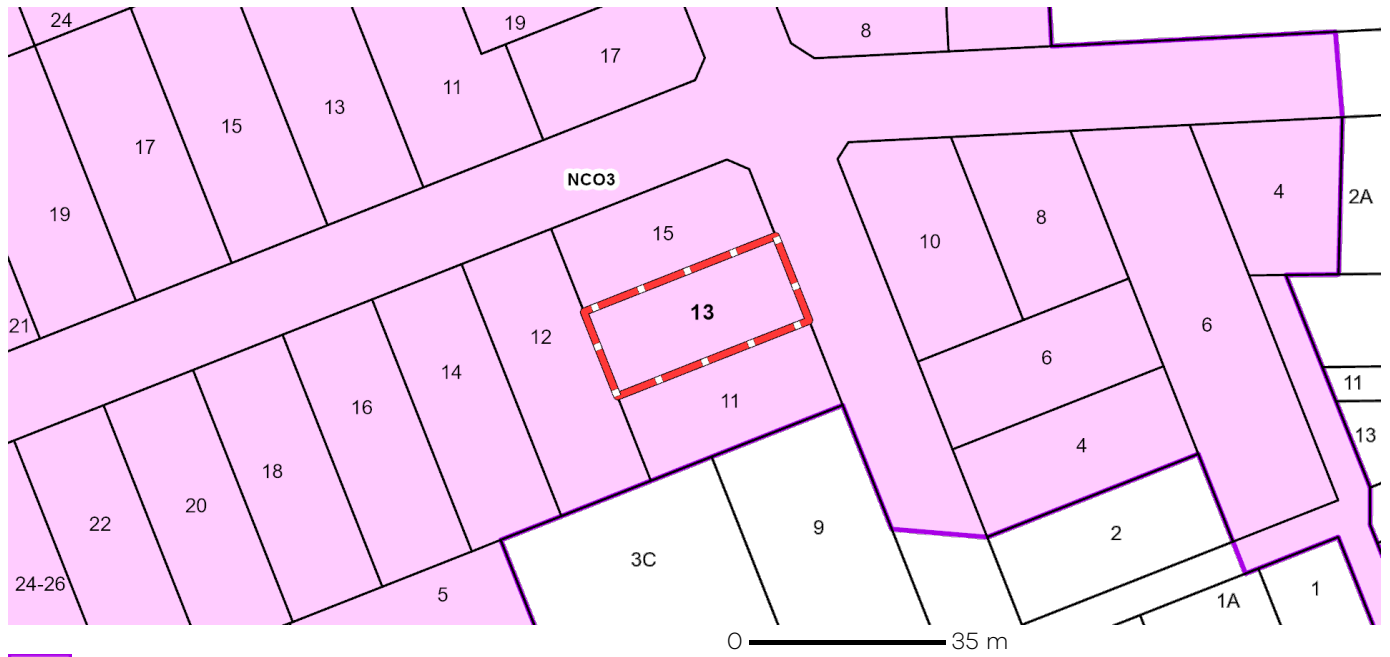
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

NEIGHBOURHOOD CHARACTER OVERLAY (NCO)

NEIGHBOURHOOD CHARACTER OVERLAY - SCHEDULE 3 (NCO3)

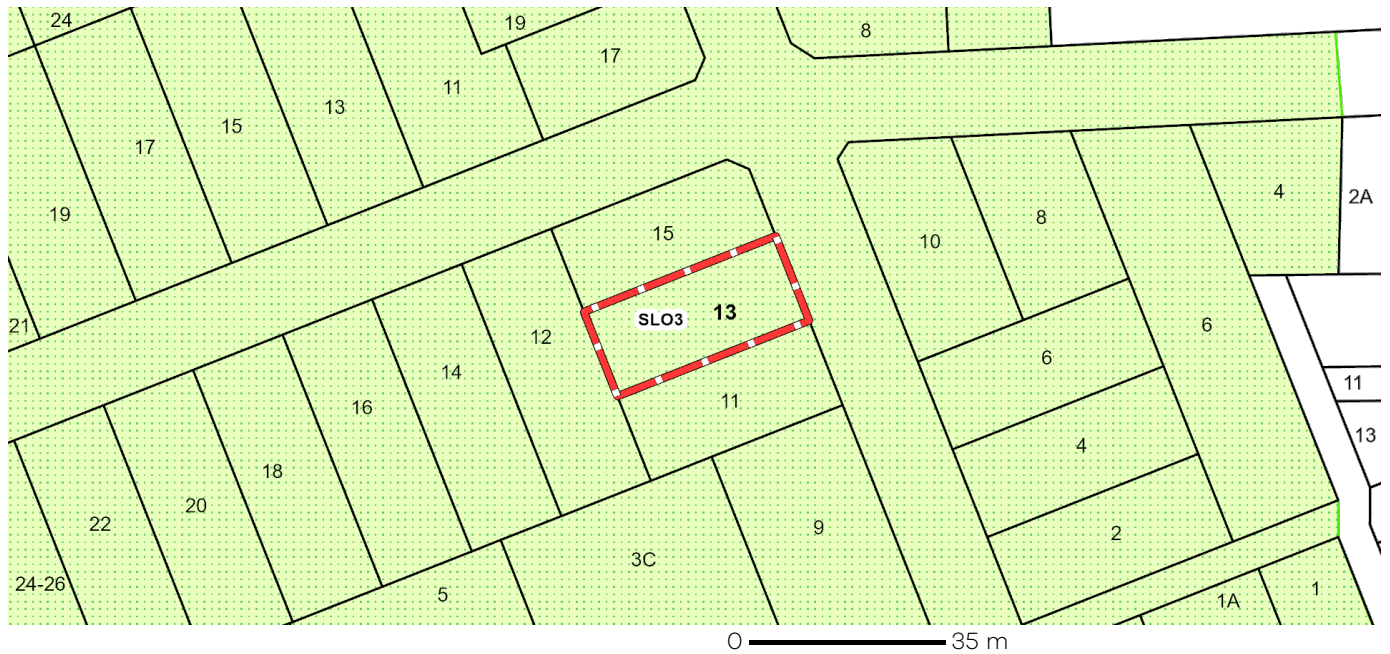


 **NCO - Neighbourhood Character Overlay**

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3 (SLO3)



 **SLO - Significant Landscape Overlay**

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

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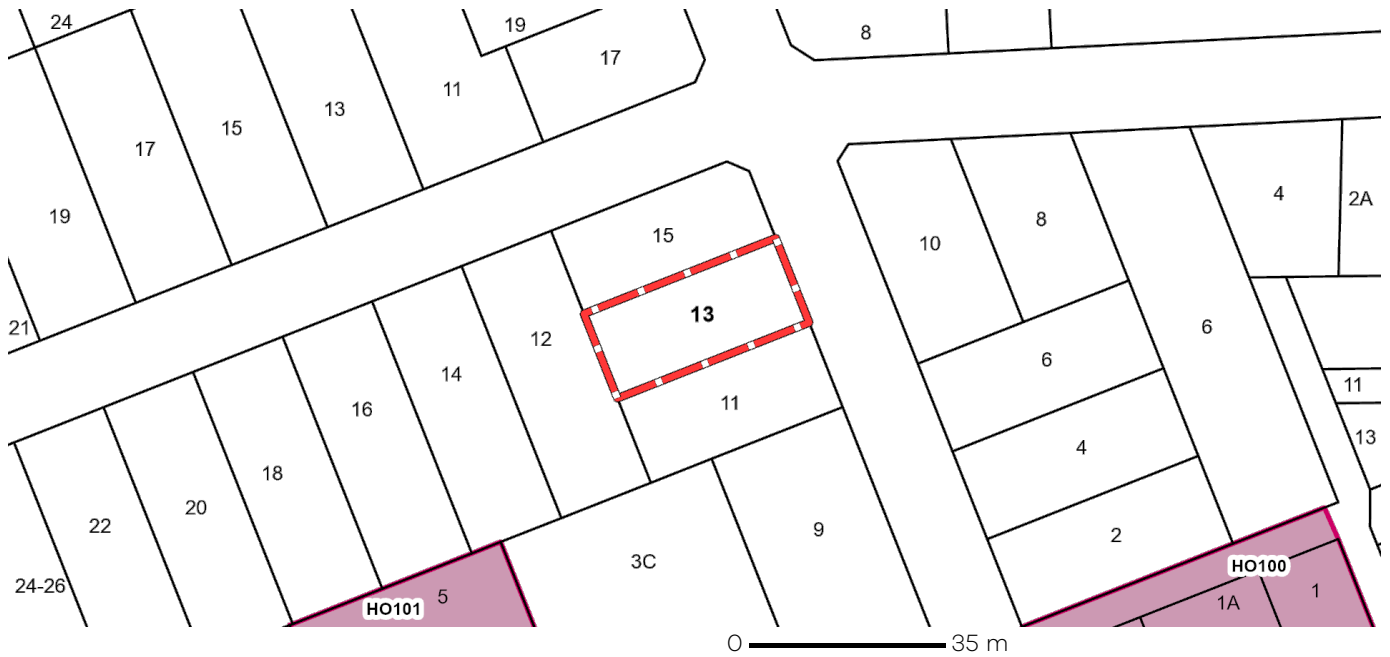
PLANNING PROPERTY REPORT

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



 HO - Heritage Overlay

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 22 August 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

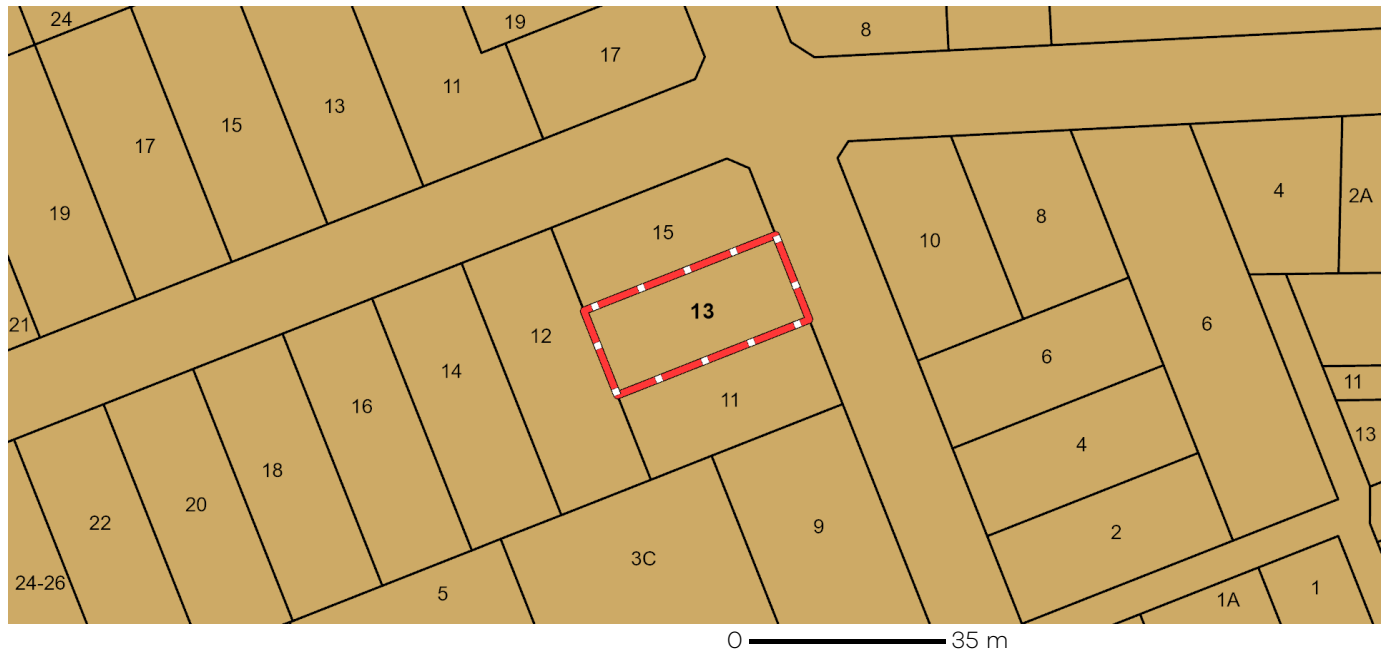
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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 \(environment.vic.gov.au\)](#)

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19 August 2025

Landata

Landata.online@servictoria.com.au

YOUR REF: 77803624-015-7

Dear Sir/Madam,

LOT 13 – 13 MAWSON AVENUE, ANGLESEA

I refer to your recent request for information with regard to Regulation 51(1) of the Building Regulations 2018 and advise the following in respect of the land or building:

- a) *Details of any permit or certificate of final inspection issued in the preceding 10 years:* **YES**
BP22/24998 – New Dwelling, Carport and Pool
Building Permit issued 18/02/2022
Occupancy Permit issued 21/12/2023
- b) *Details of any current determination made under Regulation 64(1) or exemption granted under Regulation 231(2):* **NONE**
- c) *Details of any current notice or order issued by the relevant building surveyor under the Building Act:* **NONE**

COUNCIL NOTES:

- *Effective from 1 December 2019 Victorian legislation requires the registration of private pools and spas with Council, mandatory safety inspections and certification.*

More information can be found at: www.surfcoast.vic.gov.au/pools

Yours faithfully,
Building Services – Surf Coast Shire Council



Planning PERMIT

P O Box 350, Torquay, Victoria 3228
1 Merrijig Drive, Torquay
Telephone (03) 5261 0600
Facsimile (03) 5261 0525

Planning scheme: **SURF COAST PLANNING SCHEME**
Responsible authority: **SURF COAST SHIRE COUNCIL**

Permit number:
21/0117

Address of the land: **13 Mawson Avenue, ANGLESEA**
LOT: 13 LP: 20086
Property number: **44890**

The permit allows: **New dwelling and removal of native vegetation in accordance with the endorsed plan/s.**

The following conditions apply to this permit:

Amended Plans

1. Before the development starts, plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must show:
 - a) Inclusion of a window schedule on elevation (sheet PP.07) that indicates which windows are clear versus obscured
 - b) The location of the water supply on the site plan (sheet PP.02), generally in accordance with the location shown on the Bushfire Management Plan

Endorsed Plans

2. The development as shown on the endorsed plans must not be altered unless with the prior written consent of the responsible authority. This does not apply to any exemption specified in Clauses 62.02-1 and 62.02-2 of the Surf Coast Planning Scheme or where consent is not required by the Planning Scheme unless specifically noted as a permit condition.

Bushfire

3. The bushfire protection measures forming part of this permit or shown on the endorsed plans, including those relating to construction standards, defendable space, water supply and access, must be maintained to the satisfaction of the responsible authority on a continuing basis. This condition continues to have force and effect after the development authorised by this permit has been completed.

Maximum Building Height

4. The maximum building height of the development must not exceed the RL's in accordance with the endorsed plans and to the satisfaction of the responsible authority.

Vehicle Access and Parking

5. Before the occupation of the development, the area(s) set-aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:
 - a) constructed
 - b) properly formed to such levels that they can be used in accordance with the plans

Date Issued: 12 July 2021

Signature of the responsible authority:

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

Rob Wandell

Planning Permit No. **21/0117** *continued*.

- c) surfaced with an all-weather-seal coat
- d) drained

to the satisfaction of the responsible authority. Car spaces, access lanes and driveways must be kept available for these purposes at all times.

Expiry

6. This permit will expire if one of the following circumstances applies:

- a) The development is not started within two years of the date of this permit
- b) The development is not completed within four years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing in accordance with Section 69 of the Planning and Environment Act 1987.

Notes

1. This application has been assessed against Clause 54.
2. Any plan approved under the Building Act and Regulations must not differ from the endorsed plan forming part of this Permit.
3. The following requirements apply to vehicle crossings and driveways:
 - Vehicle crossings shall be constructed in reinforced concrete or other approved material;
 - New vehicle crossings to suit the proposed driveways shall be constructed;
 - Redundant vehicle crossings shall be removed and kerb and channel or other approved road edgings reinstated to suit existing works;
 - Pathways shall be replaced with a section capable of sustaining traffic loadings where vehicle crossings are constructed or relocated;
 - Entrance culverts with endwalls and suitable pavement material must be constructed to suit the proposed driveways to the satisfaction of the responsible authority.
 - A "Non-Utility - Minor Works" permit shall be obtained from the Coordinating Road Authority defined in the Roads Management Act 2004 prior to any works being undertaken in road reserves.

Date Issued: 12 July 2021

Signature of the responsible authority:

Note: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

Rob Wandell



FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property details 13 Mawson Ave ANGLESEA VIC 3230

Municipal District Surf Coast Shire Council
Building Permit Details Building Permit No. 8761548624916
Version of BCA applicable to Permit 2019

Building Details
Building to which permit applies Dwelling & Carport
Stages of Work Permitted As per plans
Permitted use Dwelling & Carport
Part of Building to which permit applies As per plans

Maximum permissible floor live load
Maximum number of people accommodated

Conditions to which this permit is subject

Suitability for occupation

At the date this occupancy permit is issued, the *building/*place of public entertainment to which this permit applies is suitable for occupation

Inspection Records	Inspection Date
Pre Slab	22/06/2022
Slab Steel	27/06/2022
Block Work Reinforcement Prior to Concrete Core Fill	20/07/2022
Strip Footings	02/08/2022
Stump Holes	05/10/2022
Pads	05/10/2022
Frame	24/01/2023
Occupancy	21/12/2023

Occupancy Permit No. 8761548624916
Date of issue 21/12/2023
Date of final inspection 21/12/2023

RELEVANT BUILDING SURVEYOR
Gerard Leddin
Registration No: BS-U 39439

PO Box 790 Torquay VIC 3228
0458 288 857
gerard@ledgerconsult.com.au



MASTER BUILDERS INSURANCE BROKERS PTY LTD

Level 3, 332 Albert Street
 East Melbourne VIC 3002
 mbib.com.au
 1800 150 888

Domestic Building Insurance

Certificate of Insurance

Tony Hynes, Claire Hynes 13 Mawson Ave ANGLESEA VIC 3230	Policy Number: C674126 Policy Inception Date: 02/02/2022 Builder Account Number: 183648
--	---

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work:	C01: New Single Dwelling Construction
At the property:	13 Mawson Ave ANGLESEA VIC 3230 Australia
Carried out by the builder:	BRYAN ELLIOTT CONSTRUCTION PTY LTD
Builder ACN:	630905556
<p>! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.</p>	
For the building owner(s):	Tony Hynes, Claire Hynes
Pursuant to a domestic building contract dated:	20/01/2022
For the contract price of:	\$ 1,143,857.00
Type of Cover:	Cover is only provided if BRYAN ELLIOTT CONSTRUCTION PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order *
The maximum policy limit for claims made under this policy is:	\$300,000 all inclusive of costs and expenses *
The maximum policy limit for non-completion claims made under this policy is:	20% of the contract price limited to the maximum policy limit for all claims under the policy*

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Issued by Victorian Managed Insurance Authority

Date Generated: 02/02/2022
 OFFICE USE ONLY: COI-0717-1
 Page 1 of 2

Victorian Managed Insurance Authority
 ABN 39 682 497 841
 PO Box 18409, Collins Street East Victoria 8003
 P: 1300 363 424





MASTER BUILDERS INSURANCE BROKERS PTY LTD

Level 3, 332 Albert Street
 East Melbourne VIC 3002
 mbib.com.au
 1800 150 888

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

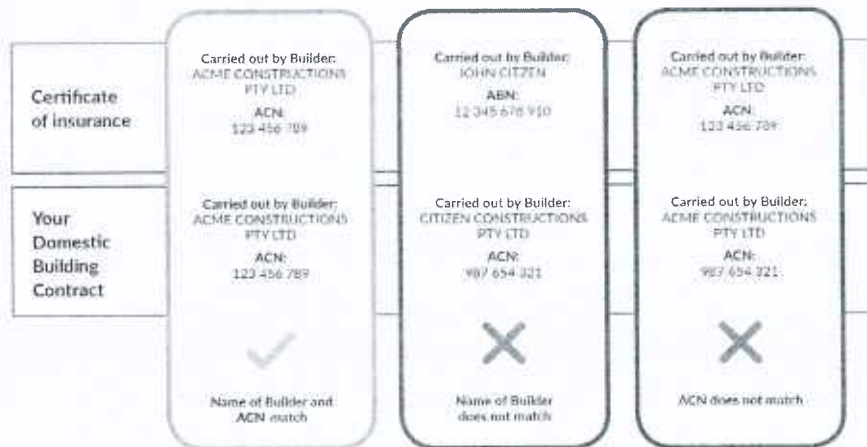
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$2,698.00
GST:	\$269.80
Stamp Duty:	\$296.78
Total:	\$3,264.58

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



Issued by Victorian Managed Insurance Authority





FORM 17
Regulation 200
Building Act 1993
Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

Property details	13 Mawson Ave ANGLESEA VIC 3230
Municipal District	Surf Coast Shire Council
Building Permit Details	
Building Permit No. 8761548624916	Permit Date: 18/02/2022
Version of BCA applicable to Permit	2022
Description of Building Works	Swimming pool & safety barrier
Stages of Work Permitted	All
Permitted use	Swimming pool & safety barrier
BCA Class	10b

Maintenance Determination

A maintenance determination Is Not required in accordance with regulation 215 of the Building Regulations 2018.

Direction to fix building work

All directions under Part 4 of the Building Act 1993 have been complied with.

Inspection Records	Approval Date
Pool steel prior to concrete placement	29/04/2024
Final	22/10/2024

Certificate No: 202204649
Date of Inspection: 22/10/2024
Date of issue: 22/10/2024

RELEVANT BUILDING SURVEYOR
Gerard Leddin
Registration No: BS-U 39439

2025-26 RATES NOTICE

FOR PERIOD 1 JULY 2025 TO 30 JUNE 2026
DECLARED ON 24 JUNE 2025



001586 023

C J & T J HYNES
33 ESPERANCE CRESCENT
HIGHTON VIC 3216

Date of issue	Assessment number	
25 July 2025	44890	
Effective date	Valuation base date	
1 July 2025	1 January 2025	
Capital improved value	Site value	Net value
\$1,970,000	\$795,000	\$98,500

PROPERTY: 13 Mawson Avenue ANGLESEA VIC 3230
LOCATION: LOT 13 LP 20086
AVPCC FOR ESVF: 110 - Detached Dwelling
OWNERS: Claire Jillian Hynes, Tony John Hynes

RATES, CHARGES AND LEVIES

	RATE IN \$	RATEABLE VALUE	AMOUNT
Rates General	0.00148690	1970000.00	\$2,929.19
Municipal Charge	238.00	1.00	\$238.00
Garbage Urban*	515.00	1.00	\$515.00

*Includes Victorian Government Landfill Levy

VICTORIAN GOVERNMENT CHARGES

	RATE IN \$	RATEABLE VALUE	AMOUNT
Residential ESVF Fixed Charge	136.00	1.00	\$136.00
Residential ESVF Variable Charge	0.00017300	1970000.00	\$340.81

Transactions after 17 July 2025 may not be included on this notice

Daily Interest accrues on overdue rates and is charged at the rate of 10% per annum until paid.

1ST INSTALMENT	2ND INSTALMENT	3RD INSTALMENT	4TH INSTALMENT	TOTAL AMOUNT DUE \$	\$4,159.00
\$1,042.00	\$1,039.00	\$1,039.00	\$1,039.00		
30 Sep 2025	30 Nov 2025	28 Feb 2026	31 May 2026		All items are GST free

Payment options



Biller Code: 34199
Ref No: 448905

BPAY This payment via internet or phone banking.



ONLINE, BY PHONE OR IN PERSON

Online at www.surfcoast.vic.gov.au and click on 'Make a payment'
Phone **13 18 16** quote your Billpay code and reference number indicated on the front of this notice. (Minimum payment accepted \$20.00)
Pay in person at the Council Office.



Billpay Code: 2350
Ref: 448905

POST BILLPAY

To pay this bill visit any Post Office, phone **13 18 16** or visit www.postbillpay.com.au



*2350 448905

DIRECT DEBIT:

Visit www.surfcoast.vic.gov.au to complete an application for quarterly or monthly direct debits.

Register to receive your rates notice by email at erates.surfcoast.vic.gov.au



Information Statement Part A

In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part B)

INSTALLATION NUMBER: 17718962 **APPLICATION NUMBER:** 501641 **DATE:** 18/08/2025
PROPERTY ADDRESS: 13 MAWSON AVE, ANGLESEA, VIC 3230
YOUR REFERENCE: 369180
OWNER: T J & C J Hynes
COMMENTS: **Comments**

The following service charges are applicable for the abovenamed property for the period 01/07/2025 to 30/09/2025. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Sewerage Service Charge	160.67	0.00	160.67
Water Service Charge	37.12	0.00	37.12
Total Service Charge	\$ 197.79	0.00	197.79

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

Charges Due & Payable

	Value	GST	Price
TOTAL DUE	\$ NIL	NIL	NIL

Important Information

The water meter for this property was last read on 01/07/2025. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

The information statement will also provide details of other charges, including any unpaid amounts. In order to ensure this is accurate close to the time of settlement, you can request an Information Statement update by going to [Information statement update](#) or by visiting Properties and development – Information statement update page on our website or by calling 1300 656 007.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.

*** PLEASE NOTE: Verbal confirmation will not be given after 17/10/2025. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 17/10/2025 and a fee will be payable.**

If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.

Manager Customer Centre

Information Statement Part B

*In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part A)*

18-08-2025

RLW Lawyers Pty Ltd C/- InfoTrack (NebuLaw) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 13 MAWSON AVENUE ANGLESEA 3230

I refer to your application received at this office on 18/08/2025. I wish to advise encumbrances which may not be shown on Certificate of Title presently exist in respect of the above property, and are set out below.

Encumbrances: A sewer main vested in Barwon Water is laid as per attached copy of plan.

The plan shows the location of sewers vested in Barwon Water. This information has been obtained from plans kept by Barwon Water for its own purposes. The plans may show the position of such underground water and sewerage services and other structures and equipment relative to fences, buildings, levels, and the like as these existed at the time such plant was installed. The plans have not necessarily been amended to take account of any subsequent change in any matter. Barwon Water does not warrant or hold out that the plans show more than the presence or absence of the services and will accept no liability arising from use of the information shown on the plans.

No Notices served in respect of the property at present remain outstanding, relative to the connection of water supply and/or sewerage services.

It should be noted the erection of any building, wall, bridge, fence, or other structure over, under, or within one metre laterally of any sewer vested in Barwon Water is prohibited by the Water Act 1989, unless the written consent of Barwon Water is first obtained.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

Our Ref: EC501641

Your Ref: 369180

Agent Ref: 77803624-023-2

Yours faithfully,

Manager Customer Centre

2025 Land Tax Assessment Notice

For land held in joint ownership



7059371077007002196

023

MRS CLAIRE JILLIAN HYNES
PO BOX 6461
HIGHTON VIC 3216

CUSTOMER NUMBER QUOTE IF YOU CONTACT US	055994768
ASSESSMENT NUMBER THIS CHANGES EVERY YEAR	84546373
ISSUE DATE	21 FEB 2025
TOTAL PAYABLE	\$3,870.00
INTEREST IS CHARGED ON LATE PAYMENTS	

THIS NOTICE IS ISSUED TO YOU ON BEHALF OF:
MRS CLAIRE JILLIAN HYNES
MR TONY JOHN HYNES

TWO WAYS TO PAY

1 IN FULL

PAY BY 16 MAY 2025

See payment methods listed at the bottom of your assessment.

2 INSTALMENTS *SET UP 9/5/25 ✓*

SET UP BY 16 MAY 2025

Instalments can only be set up in our online system **AutoPay** — allowing you to schedule interest-free direct debit payments for up to 38-weeks from the issue date via a debit card, credit card or bank account.

Choose from the following options:

4 EQUAL INSTALMENTS	MONTHLY INSTALMENTS	FORTNIGHTLY INSTALMENTS

sro.vic.gov.au/autopay

Manage your land tax online

- View and pay assessments
- Apply for exemptions
- Update property ownership

sro.vic.gov.au/mylandtax

Paul Broderick
Paul Broderick
Commissioner of State Revenue

PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®

BPAY Biller Code: 5249
REF: 84546373

Telephone and internet banking
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.
bpay.com.au

CARD

Customer No: 055994768
REF: 84546373

Visa or Mastercard only
Pay via our website or phone 13 21 61.
A card payment fee applies.
sro.vic.gov.au/paylandtax

AUSTRALIA POST

Post Billpay **\$3,870.00**

Pay in-store
Take this notice to any Australia Post.
State Revenue Office (VIC) payment

***382 400 0084546373 6**

Summary of assessment

Assessment number: 84546373

Period of assessment: 1 January 2025 to 31 December 2025

Land tax applies to land you owned on 31 December 2024.

2025 calculation

Total taxable value	\$870,000.00
Total calculation of land tax	\$3,870.00
2025 tax payable	\$3,870.00

For land tax rates, visit sro.vic.gov.au/landtaxrate

ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria.

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

sro.vic.gov.au/landtax

AMENDING DETAILS

You can update your details online:

- address
- contact details
- claim or remove an exemption
- add or remove land you own

sro.vic.gov.au/mylandtax

YOUR RIGHT TO OBJECT

If you have a concern about your assessment, there are different ways to object depending on what aspect you disagree with.

VALUATIONS

If you disagree with the valuation of your property, you can lodge an objection online within **2 months** of receiving your assessment. The Commissioner of State Revenue has no discretion to accept late objections.

sro.vic.gov.au/valueobjection

OTHER OBJECTIONS

If you disagree with another aspect of your assessment, you can lodge a written objection within **60 days** of receiving your assessment. An objection is a formal avenue of dispute resolution requiring you to explain the grounds of your objection.

sro.vic.gov.au/assessment

OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.

JOINT OWNERS

As a joint and individual owner of land, you may receive more than one assessment. For information about how we assess joint owners, visit sro.vic.gov.au/jointowners

CURRENT LAND TAX RATES

YOUR total taxable value (refer Statement of lands)	YOUR land tax payable calculation rate (refer blue row highlighted below)
< \$50,000	Nil
\$50,000 to < \$100,000	\$500
\$100,000 to < \$300,000	\$975
\$300,000 to < \$600,000	\$1,350 plus 0.3% of amount > \$300,000
\$600,000 to < \$1,000,000	\$2,250 plus 0.6% of amount > \$600,000
\$1,000,000 to < \$1,800,000	\$4,650 plus 0.9% of amount > \$1,000,000
\$1,800,000 to < \$3,000,000	\$11,850 plus 1.65% of amount > \$1,800,000
\$3,000,000 and over	\$31,650 plus 2.65% of amount > \$3,000,000





Statement of lands for period 1 January 2025 to 31 December 2025

Assessment number: 84546373

Level of value date: 1 January 2024

Lands owned as at midnight 31 December 2024 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax.

Item	Address/Municipality	Land ID/References	Single holding tax [†]	Proportional tax ^{††}	Taxable value
1	33 ESPERANCE CRES, HIGHTON, 3216 GREATER GEELONG	036410269 214 S543354	N/A	N/A	\$0 PPR
2	13 MAWSON AVE, ANGLESEA, 3230 SURF COAST	014420222 13 L20086	\$3,870.00	\$3,870.00	\$870,000
Total taxable value					\$870,000

Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must notify us within 60 days of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting sro.vic.gov.au/assessment

Explanation of codes (for details, go to sro.vic.gov.au/codes)

[†]SINGLE HOLDING TAX

^{††}PROPORTIONAL TAX

PPR

This is the amount of tax you would pay on the one property. This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment. Land Tax Principal Place of Residence exemption



Our Ref: **SP2519**

30 October 2024

C J & T J Hynes
13 Mawson Avenue
ANGLESEA VIC 3230

Via email: tonyjhynes@gmail.com

Dear Property Owner,

POOL/SPA BARRIER CERTIFICATE OF COMPLIANCE RECEIVED

PROPERTY: 13 Mawson Avenue ANGLESEA 3230

Thank you for submitting the Certificate of Compliance issued in relation to your swimming pool and/or spa barrier.

Your next certificate of barrier compliance is due four years from the issue date, therefore your next Certificate of Compliance is to be lodged with Council on or before 22/10/2028.

Based on information available to us, the relevant date for your pool and/or spa barrier is on or around 22/10/2024, as such your barrier must comply with AS 1926.1-2012.

We would also like to remind you to ensure your safety barrier is maintained at all times in accordance with the relevant Australian Standard and is not altered in any way without a valid building permit as required under the Building Regulations.

The Victorian Building Authority (VBA) has excellent self-assessment guides on its website to assist. Please refer to www.vba.vic.gov.au/consumers/swimming-pools/pool-safety-barriers.

If you have any queries please refer to Council's [Swimming Pool and Spa Register](#) in the first instance or contact us by email info@surfcoast.vic.gov.au or on 03 5261 0600.

Yours sincerely,

Building Services