

# Contract of sale of land

Property:

**76 Fifth Avenue, Anglesea VIC 3230**

**AUGHTERSONS LAWYERS PTY LTD**

INCORPORATED LEGAL PRACTICE ABN 28 165 246 819

267 Maroondah Highway (PO Box 211) Ringwood Victoria 3134

Tel: 9845 8200 Fax: 9879 1404 E-mail: [hugh.muir@aughtersons.com.au](mailto:hugh.muir@aughtersons.com.au)

Reference: Hugh Muir:231462

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# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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WARNING TO ESTATE AGENTS  
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES  
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

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# Contract of sale of land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, “section 32 statement” means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
  - as director of a corporation; or
  - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../20.....

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

State nature of authority, if applicable: .....

This offer will lapse unless accepted within ..... clear business days (3 clear business days if none specified)  
In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../20.....

**Print name(s) of person(s) signing:** Michael James Dawson and Jennifer Anne Dawson .....  
.....

State nature of authority, if applicable: .....

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

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# Particulars of sale

## VENDOR'S ESTATE AGENT

Name: **GREAT OCEAN ROAD REAL ESTATE**

Address: 91 Great Ocean Road, Anglesea Vic 3230

Email: paula@greatoceanroadrealestate.com.au

Tel: (03) 5263 2214

Mob: 0407 031 178

Fax:

Ref:

## VENDOR

Name: **MICHAEL JAMES DAWSON & JENNIFER ANNE DAWSON**

Address: 10 Judith Avenue, Warrandyte Vic 3113

ABN/ACN:

## VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: **AUGHTERSONS LAWYERS PTY LTD**

Address: 267 Maroondah Highway, Ringwood Vic 3134

Email: hugh.muir@aughtersons.com.au

Tel: 9845 8200

Fax: 9879 1404

Ref: HM:231462

Email: hugh.muir@aughtersons.com.au

## PURCHASER'S ESTATE AGENT

Name: .....

Address: .....

Email: .....

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

## PURCHASER

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

## PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... DX: ..... Ref: .....

## LAND (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 7386 Folio 004	13	LP009772

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 ADDRESS

The address of the land is: **76 Fifth Avenue, Anglesea Vic 3230**

## GOODS SOLD WITH THE LAND (general condition 6.3(f)) (*list or attach schedule*)

Two water tanks on the property; and all fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

## PAYMENT

Price \$ .....

Deposit \$ ..... by ..... / ..... / 20..... (of which \$ ..... has been paid)

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 (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- ☐ 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 (general conditions 17 & 26.2)

**is due on** ..... / ..... /20....., subject to Special Condition 14.

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 (general condition 5.1)

- ☐ 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\*:

(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

- ☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

- ☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

- ☐ a periodic tenancy determinable by notice

### TERMS CONTRACT (general condition 30)

- ☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

### LOAN (general condition 20) **Not applicable at Auction**

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

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: no more than \$ ..... Approval date: ..... / ..... /20.....

### BUILDING REPORT **Not applicable at Auction**

- ☐ General condition 21 applies only if the box is checked

### PEST REPORT - **Not applicable at Auction**

- ☐ General condition 22 applies only if the box is checked

## Special Conditions

**Instructions:** It is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on the last page; and
- attach additional pages if there is not enough space.

### Special condition 1 – Deletions and Amendments of General conditions

(a) The following General Conditions are deleted:-

- (i) General Condition 4 (Nomination)
- (ii) General Condition 9 (Consents);
- (iii) General Condition 12 (Builders Warranty);
- (iv) General Condition 23.2(b) and 23.2(c) (Adjustments); and

- (b) General Condition 3 (Guarantee) is amended by replacing “if the purchaser is a proprietary limited company” with “in the form of the Guarantee and Indemnity in the form attached in Annexure 1 if the purchaser is not:-
  - (i) a corporation listed on the Australian Stock Exchange;
  - (ii) a trustee company authorised under the Trustee Companies Act 1984;
  - (iii) a custodian or responsible entity authorised under the Corporations Act 2001 (Cth); or
  - (iv) a Crown instrumentality constituted under a special act of Parliament condition 20 is amended by.”
- (c) General Condition 14.11 (Deposit) is amended by adding “an Australian owned bank that is” after the word “means”.
- (d) In General Condition 33 (Default Interest), the reference to “2%” is amended to read “4%”.

#### **Special condition 2 – FIRB Approval**

- (a) The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not require the purchaser to obtain consent to enter this contract.
- (b) If there is a breach of the warranty contained in this special condition (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- (c) This warranty and indemnity do not merge on completion of this contract.

#### **Special Condition 3 - Nomination**

- (a) The Purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- (b) If the Purchaser makes a nomination within 14 days of the due date for settlement, the Purchaser shall be deemed to be in default under the Contract and:
  - (i) the Vendor shall not be required to effect settlement until 14 days after the Purchaser gives written notification to the Vendor of the nomination; and
  - (ii) the Purchaser shall pay the Vendor's legal costs and expenses as between solicitor and client in the sum of \$385.00 including GST.
- (c) If the nominee is a proprietary limited company, the Guarantee in the form set out in Annexure 1 attached to this Contract but including changes by reason of the nomination and executed by the Directors of the Nominee must be delivered to the Vendor's legal practitioners at the time of making the nomination.

#### **Special condition 4 - Planning Schemes**

The purchaser buys subject to any restrictions imposed by and to the provisions of the local Planning Scheme.

#### **Special condition 5 – Buildings & Due Diligence**

- (a) The land and buildings (if any) as sold hereby and inspected by the purchaser is sold on the basis of existing improvements thereon and the purchaser shall not claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of building permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.



- (b) The purchaser acknowledges that the purchaser has received the Due Diligence Checklist under Section 33B of the Sale of Land Act 1962 and has made their own enquiries in reference to the checklist.

#### **Special Condition 6 – Intentionally left blank**

#### **Special condition 7 – Completion of Purchaser's Duties Online Documentation**

- (a) The Purchaser must complete and sign the State Revenue Office's Duties Online Transferee Statement for this transaction no later than ten (10) business days prior to the settlement due date. Failure to effect same will constitute a breach of the Contract.
- (b) Should the purchaser breach the Contract pursuant to sub-clause (a) herein the Vendor will not be required to sign-off on the Duties Online Transferor statement until five (5) business days after the Purchaser rectifies the defect in sub-clause (a). During this time, any penalty interest and costs payable under the Contract will accrue and be payable by the Purchaser at settlement.

#### **Special condition 8 – Adjustment of Outgoings**

- (a) Where Outgoings (as defined in General Condition 23) are calculated on an area greater than the Land, the Purchaser must pay the proportion which the area of the Land bears to the total area of land to which the Outgoings relate.
- (b) The Purchaser must provide the Vendor with a correct Statement of Adjustments and current certificates in support of same no later than seven (7) business days prior to the settlement due date. Failure to effect same will constitute a breach of the Contract.
- (c) Should the purchaser breach the Contract pursuant to sub-clause (b) herein the Vendor will not be required to complete settlement until five (5) business days after the Purchaser rectifies the defect in sub-clause (b). During this time, any penalty interest and costs payable under the Contract will accrue and be payable by the Purchaser at settlement.

#### **Special condition 9 – Costs on default – settlement re-attendance**

- (a) In the event that a purchaser causes, by any act, omission or delay by the purchaser, its representatives or its lender if any, any delay in settlement being effected at the nominated date and or time, the purchaser shall be in breach of the contract.
- (b) The vendor gives notice to the purchaser and the purchaser hereby acknowledges that in the event that the purchaser breaches the Contract in the manner set out in sub-clause (a) of this special condition above the vendor will, in addition to the losses and claim for damages the vendor is entitled to under this Contract, incur expenses which the purchaser acknowledges are reasonably foreseeable losses and which the purchaser shall pay to the vendor on or prior to settlement being the vendor's legal costs and expenses as between solicitor and own client of \$495.00 inclusive of GST.

#### **Special condition 10 – Reasonably foreseeable losses arising from breach**

The Vendor gives notice to the Purchaser and the Purchaser hereby acknowledges that in the event that the Purchaser fails to complete the purchase of the Property by the due date under this Contract, in addition to any default interest chargeable on the balance of the purchase price, the Vendor will or may suffer the following losses and expenses which the Purchaser acknowledges are reasonably foreseeable losses and which the Purchaser shall pay to the Vendor on or prior to settlement:

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date for settlement;
- (c) Accommodation expenses necessarily incurred by the Vendor;

- (d) Legal costs and expenses as between Solicitor and own Client;
- (e) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.
- (f) Any and all additional outgoings or charges for which the Vendor will be liable as a result of the Vendor remaining or being recorded as remaining owner of the property.

#### **Special condition 11 – Application of moneys received in event of default**

- (a) In the event of a breach of the contract by the Purchaser, any moneys paid by the Purchaser in rectification of a breach must be applied in the following order:
  - (i) Firstly, in payment of the vendor's legal costs arising out of and in relation to the breach;
  - (ii) Secondly, in payment of moneys due pursuant to General Condition 32(a) [reasonably foreseeable loss];
  - (iii) Thirdly, in payment of moneys due pursuant to General Condition 33 as amended by Special Condition 1(d) [penalty interest]; and
  - (iv) Lastly, in payment of the balance of moneys owing under the contract.

and the Purchaser shall not raise any requisition, lodge any objection action or claim, delay settlement or withhold moneys in relation to same."

#### **Special Condition 12 – Intentionally left blank**

#### **Special condition 13 – Auction**

The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

#### **Special condition 14 – Settlement Date – Christmas Closure Period**

The parties acknowledge and agree that should the Particulars of Sale nominate a settlement date between 22 December 2023 and 10 January 2024, the settlement shall be automatically deemed to be due on 11 January 2024. The parties further acknowledge and agree that the re-assignment of the settlement date to 11 January 2024 shall not constitute a default under the contract and neither party shall have any right, claim or action against the other in relation to the operation of this Special Condition

#### **Special condition 15 – No representations/Entire Agreement**

It is hereby agreed between the parties that that the whole of the agreement between them is contained exclusively in this written Contract. The Purchaser acknowledges and warrants to the Vendor that when entering into this Contract it has not relied on any conditions, warranties or other representation made by the vendor or his Agent except such as are made conditions of this contract.

# 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.

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## 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*.
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## 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 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 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.

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## 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.

ANNEXURE 1

**GUARANTEE and INDEMNITY**

I/We, ..... of .....

and ..... of .....

being the **Sole Director / Directors** of ..... ACN .....  
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
 )  
Print Name..... ) .....

in the presence of: ) Director (Sign)  
 )  
Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
 )  
Print Name..... ) .....

in the presence of: ) Director (Sign)  
 )  
Witness..... )

**Vendors:**

**Michael James Dawson & Jennifer Anne Dawson**

**Property:**

**76 Fifth Avenue, Anglesea VIC 3230**

---

## **SECTION 32 STATEMENT**

---



**AUGHTERSONS LAWYERS PTY LTD**  
INCORPORATED LEGAL PRACTICE ABN 28 165 246 819  
267 Maroondah Highway (PO Box 211) Ringwood Victoria 3134  
Tel: 9845 8200 Fax: 9879 1404  
E-mail: [hugh.muir@aughtersons.com.au](mailto:hugh.muir@aughtersons.com.au)  
Reference: Hugh Muir:231462



# SECTION 32 STATEMENT

Statement under Section 32 Sale of Land Act 1962.

**Property:** 76 Fifth Avenue, Anglesea VIC 3230

## 1. FINANCIAL MATTERS

### 1.1 Outgoings

Particulars of any rates, taxes, charges or other similar outgoings AND any interest payable on them:

- (a) Their amounts are contained in the attached Certificates.
- (b) The amounts (including any Owner corporation levies) which the purchaser may be liable for as a consequence of the purchase of which the Vendor might reasonably be expected to have knowledge other than those in 1.1 (a).

None to the vendor's knowledge.

At settlement, outgoings will be adjusted between the parties so that they each bear the proportion of rates applicable to their respective periods of ownership of the property.

### 1.2 Charges

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

None to the Vendor's knowledge save for those, if any, included in the attached certificates.

## 2 INSURANCE

### 2.1 Risk of Damage and Destruction

Where the Contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits, provide particulars of any policy of insurance maintained by the vendor in respect of damage or destruction of the land:

Not applicable.

### 2.2 Owner Builder

Where there is a residence on the land that was constructed within the preceding 6 years and Section 137B of the *Building Act* 1993 applies, provide particulars of the required insurance:

Not applicable.

## 3 LAND USE

### 3.1 Restrictions

- (a) Description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered).

Are attached in the copies of title documents and attached certificates and documents.

- (b) Particulars of any existing failure to comply with the terms of the easement, covenant or other similar restriction.

None to the Vendor's knowledge.

- (c) The Purchaser should note that there may be sewers, drains, water pipes, underground and or overhead electricity cables, underground and or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the title.

### **3.2 Bushfire**

The land is in a designated bushfire prone area within the meaning of the regulations made under the *Building Act* 1993.

### **3.3 Road Access**

There is access to the property by road.

### **3.4 Planning Scheme**

Particulars are set out in the attached Certificate.

## **4. NOTICES**

### **4.1 Notices, orders, declarations or recommendations**

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

Save as disclosed herein, none to the Vendor's knowledge however the Vendor has no means of knowing all decisions of government and other authorities unless such decisions have been communicated to the Vendor.

### **4.2 Agricultural chemicals**

Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

Not applicable.

### **4.3 Compulsory Acquisition**

Particulars of any notice of intention to acquire under Section 6 of the *Land Acquisition and Compensation Act* 1986:

Not applicable.

## **5. BUILDING PERMITS**

Particulars of any building permits issued under the *Building Act* 1993 during the past 7 years (only applicable if there is a residence on the land).

Are as attached.

## **6. OWNERS CORPORATION**

The land is not affected by an Owners Corporation under the *Owners Corporation Act* 2006.

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTIONS ("GAIC")

### 7.1 Work-in-kind Agreement

If the Land is subject to a Work-in-Kind Agreement:

Not applicable.

### 7.2 GAIC Recording

If the Land is subject to a GAIC Recording:

Not applicable.

## 8. SERVICES

Specify if any of the following services are NOT connected to the land:

Electricity supply	Connected
Gas supply	Not connected
Water supply	Connected
Sewerage	Connected
Telephone Services	Not connected
NBN	Not connected

Note: Connected indicates that the service is provided by an authority and operating on the date of sale. The purchaser should note that the vendor may terminate their account with the service provider before settlement and the purchaser will have to arrange for the service to be reconnected.

## 9. TITLE

### 9.1 Title documents

Attached are copies of the following documents concerning Title:

#### **Torrens Title**

A Register Search Statement and the documents referred to as the diagram location in the Register Search Statement that identifies the land and its location.

### 9.2 Evidence of right to sell

Where the vendor is not the registered proprietor of the land, evidence of the vendor's right or power to sell:

Not applicable.

## 10. GST WITHHOLDING

Where there is a sale of residential premises or potential residential land included on a property subdivision plan (other than a sale of commercial residential premises or where the purchaser is registered for GST and acquires the land for a creditable purpose), the Vendor must give written notice as to whether the purchaser is required to withhold GST pursuant to Section 14-250 of the Taxation administration Act (Cth) 1953 ("the Cth Act"):

The purchaser **IS NOT** required to withhold an amount under the Cth Act.

## 11. DUE DILIGENCE CHECKLIST



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

### VENDOR EXECUTION

DATE OF THIS STATEMENT:

24<sup>th</sup> August /2023

Signature of Vendor(s):

Vendors' Names: Michael James Dawson & Jennifer Anne Dawson

### PURCHASER'S ACKNOWLEDGEMENT

DATE OF ACKNOWLEDGEMENT:

/

/2023

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

Signature of Purchaser(s):

.....

Purchaser's Name(s):

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

Page 1 of 1

VOLUME 07386 FOLIO 004

Security no : 124108143132V  
Produced 07/08/2023 10:22 AM

### LAND DESCRIPTION

Lot 13 Block C on Plan of Subdivision 009772.  
PARENT TITLE Volume 05030 Folio 897  
Created by instrument 2271093 28/10/1949

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
MICHAEL JAMES DAWSON  
JENNIFER ANNE DAWSON both of 10 BLOOMS ROAD WARRANDYTE VIC 3113  
AF644670U 12/02/2008

### ENCUMBRANCES, CAVEATS AND NOTICES

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

### DIAGRAM LOCATION

SEE TP659913N FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 76 FIFTH AVENUE ANGLESEA VIC 3230

DOCUMENT END

# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>LP009772</b>
Number of Pages (excluding this cover sheet)	<b>11</b>
Document Assembled	<b>07/08/2023 10:35</b>

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# PLAN OF SUBDIVISION OF CROWN ALLOTMENT 12 PARISH OF ANGAHOOK COUNTY OF POLWARTH

VOL.4742 FOL.228

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

LP 9772

EDITION 5

PLAN MAY BE LODGED  
30/1/1924

COLOUR CODE

E-1 = BROWN  
E-2 & E-3 = BLUE

ROADS COLOURED BROWN

## APPROPRIATIONS

THE LAND COLOURED BROWN  
IS APPROPRIATED OR SET  
APART FOR ROADS

THE LAND COLOURED BLUE  
IS APPROPRIATED OR SET  
APART FOR EASEMENTS OF  
DRAINAGE

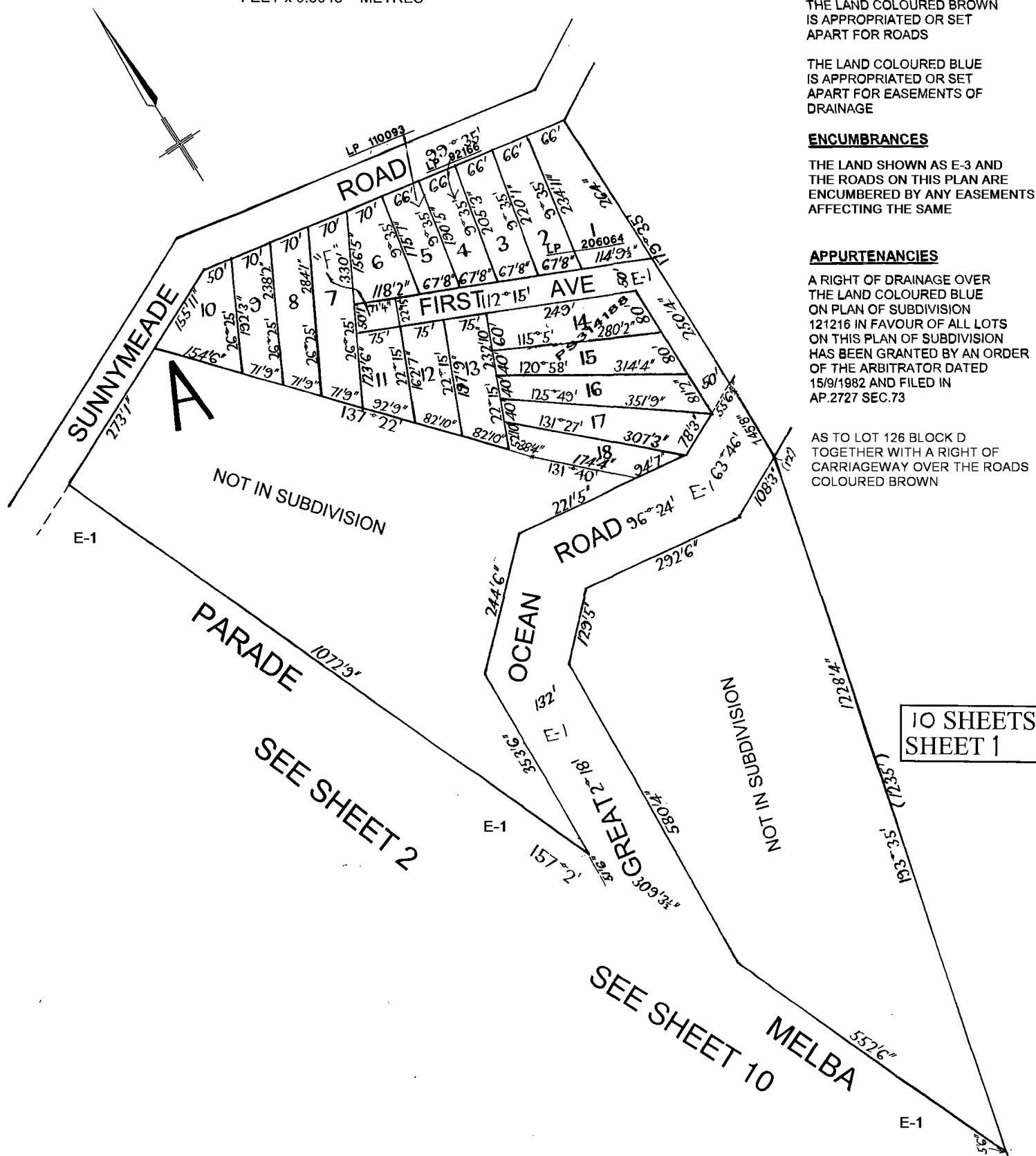
## ENCUMBRANCES

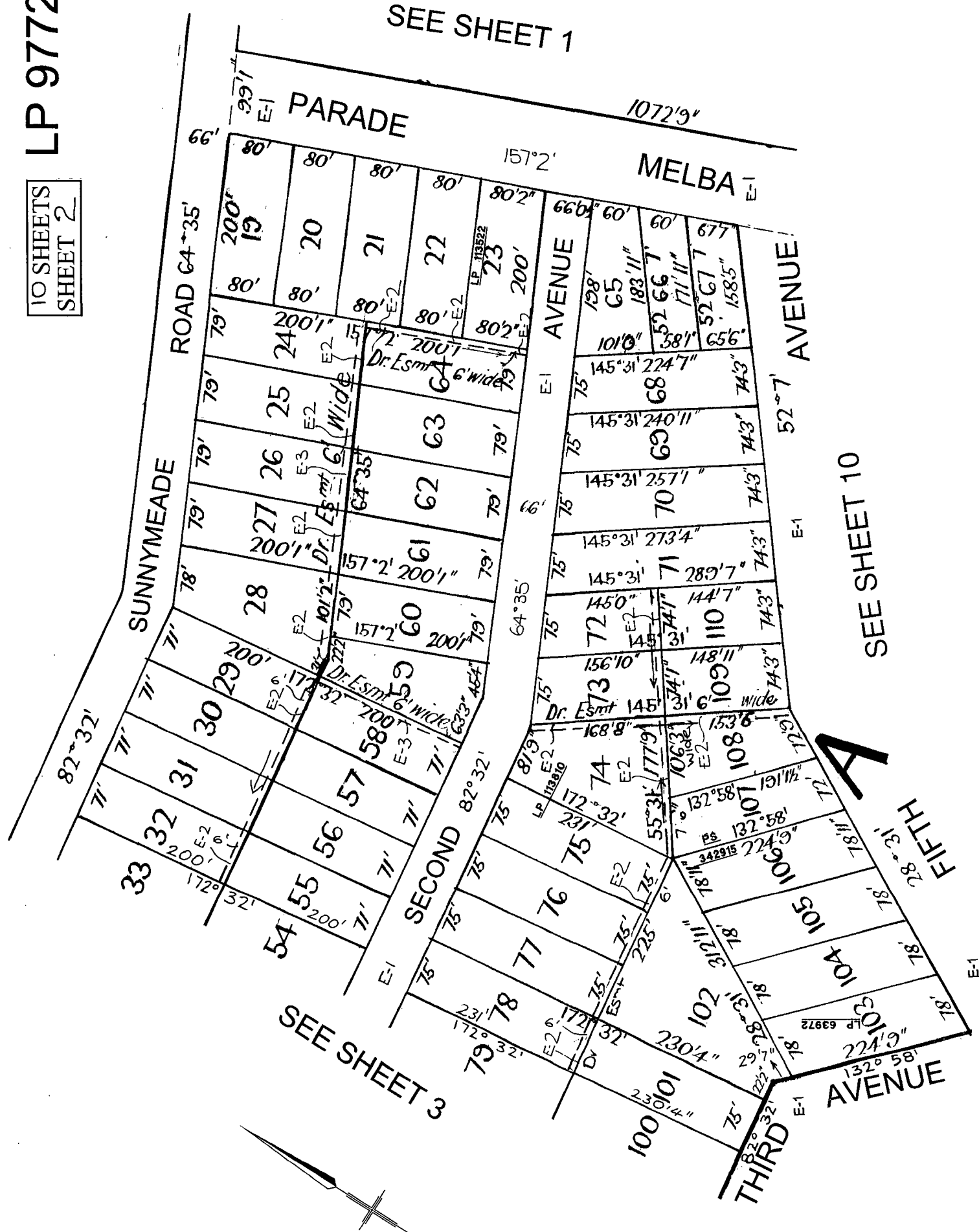
THE LAND SHOWN AS E-3 AND  
THE ROADS ON THIS PLAN ARE  
ENCUMBERED BY ANY EASEMENTS  
AFFECTING THE SAME

## APPURTENANCIES

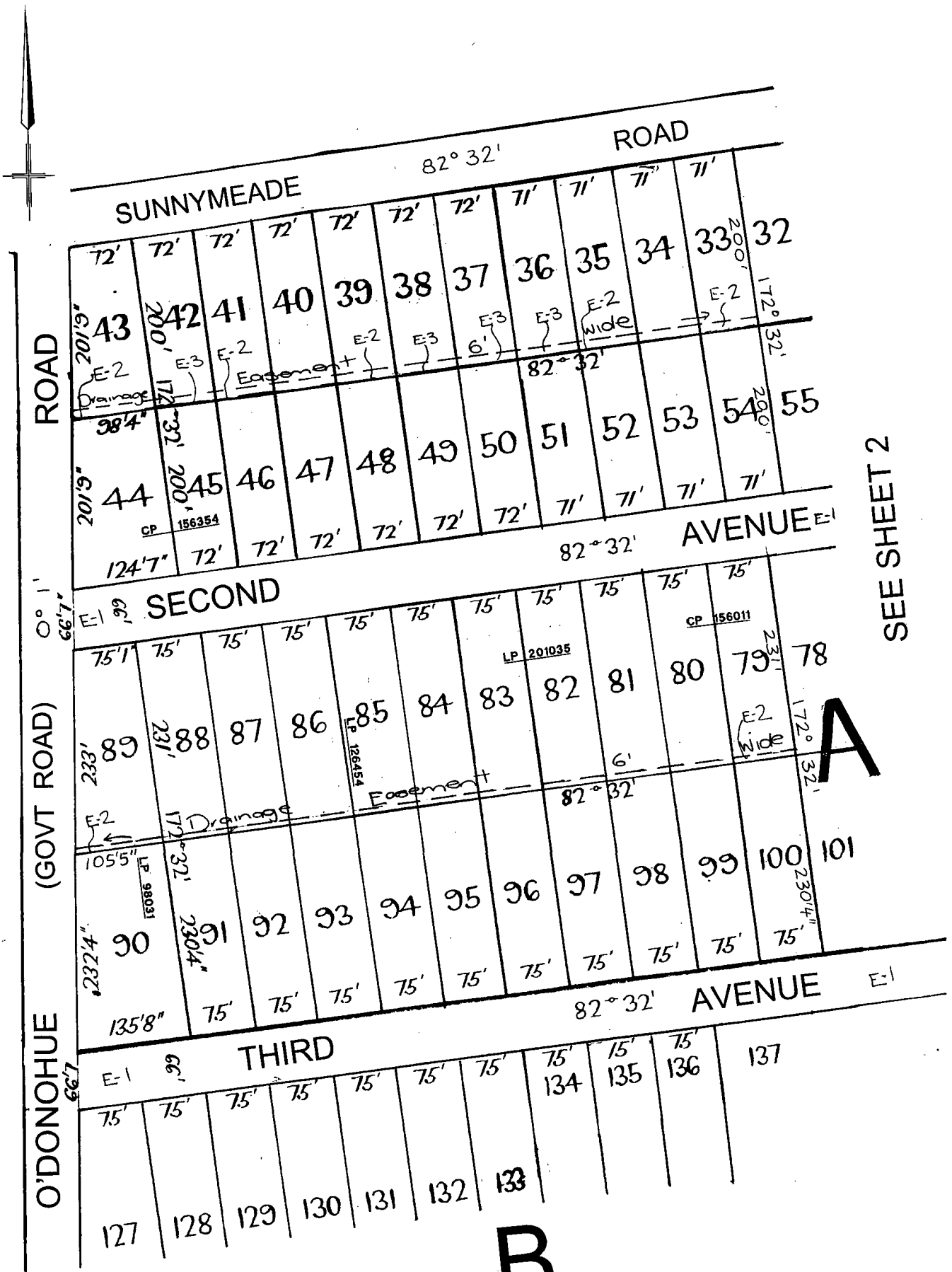
A RIGHT OF DRAINAGE OVER  
THE LAND COLOURED BLUE  
ON PLAN OF SUBDIVISION  
121216 IN FAVOUR OF ALL LOTS  
ON THIS PLAN OF SUBDIVISION  
HAS BEEN GRANTED BY AN ORDER  
OF THE ARBITRATOR DATED  
15/9/1982 AND FILED IN  
AP.2727 SEC.73

AS TO LOT 126 BLOCK D  
TOGETHER WITH A RIGHT OF  
CARRIAGEWAY OVER THE ROADS  
COLOURED BROWN





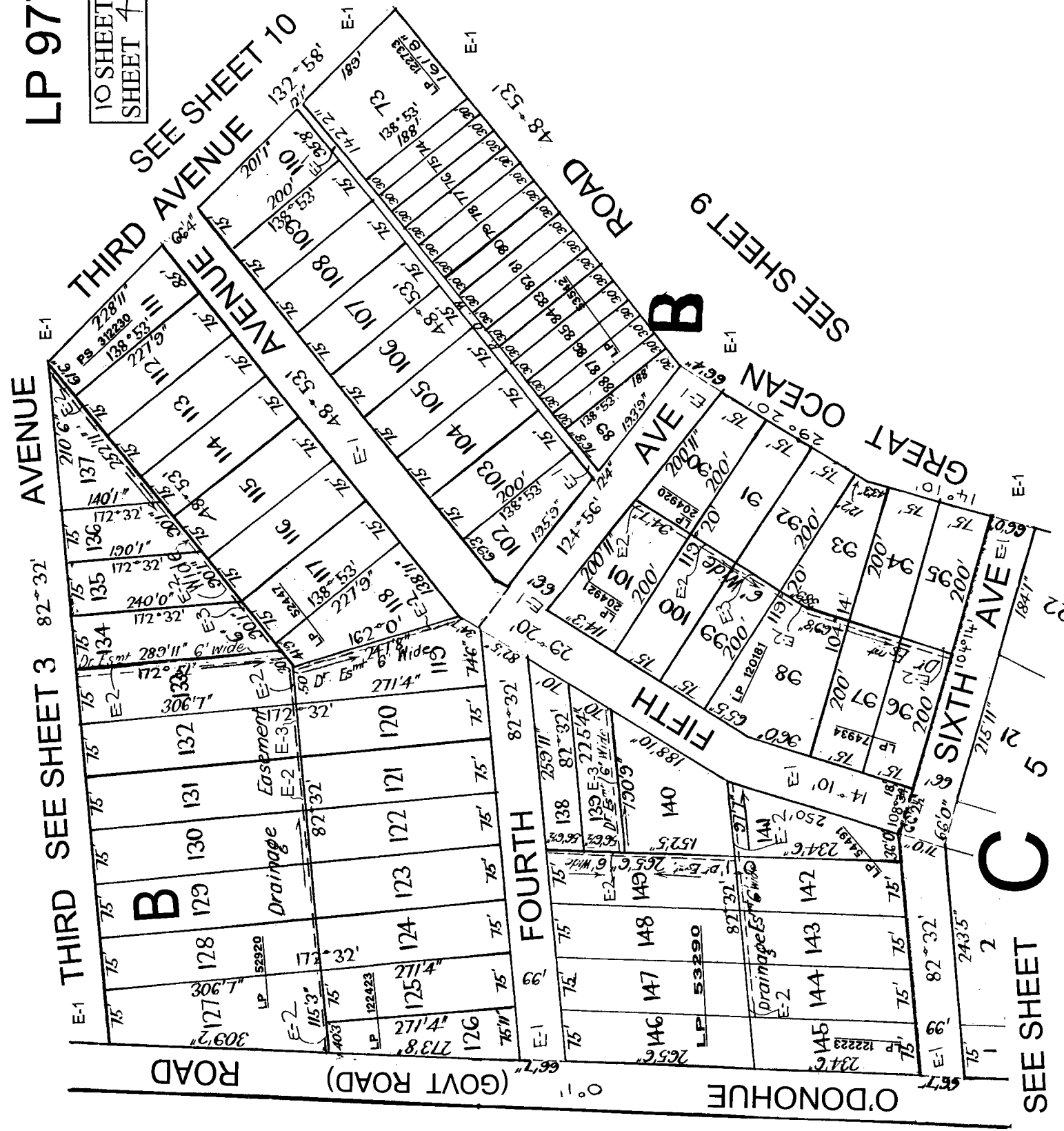




SEE SHEET 4

LP 9772

10 SHEETS  
SHEET 4



10 SHEETS  
SHEET 5

LP 9772

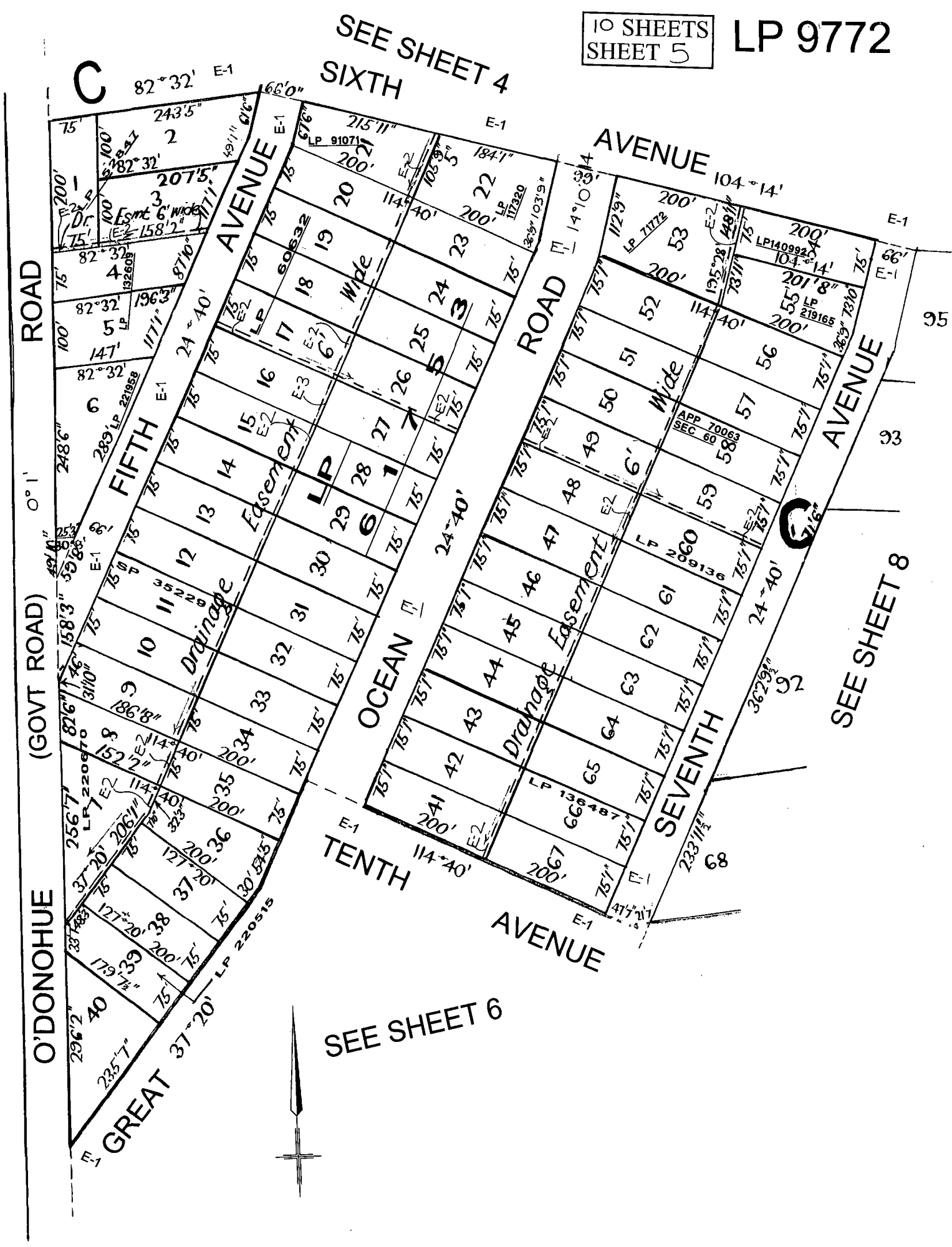
SEE SHEET 4  
SIXTH

SEE SHEET 8

SEE SHEET 6

O'DONOHUE ROAD (GOVT ROAD)

FIFTH AVENUE  
TENTH AVENUE  
SEVENTH AVENUE  
GREAT AVENUE



SEE SHEET 5



C

SEE SHEET 7

O'DONOHUE 0°1' (GOVT ROAD) ROAD

5 11  
ELEVENTH  
7 75

AVENUE

**PARADE**

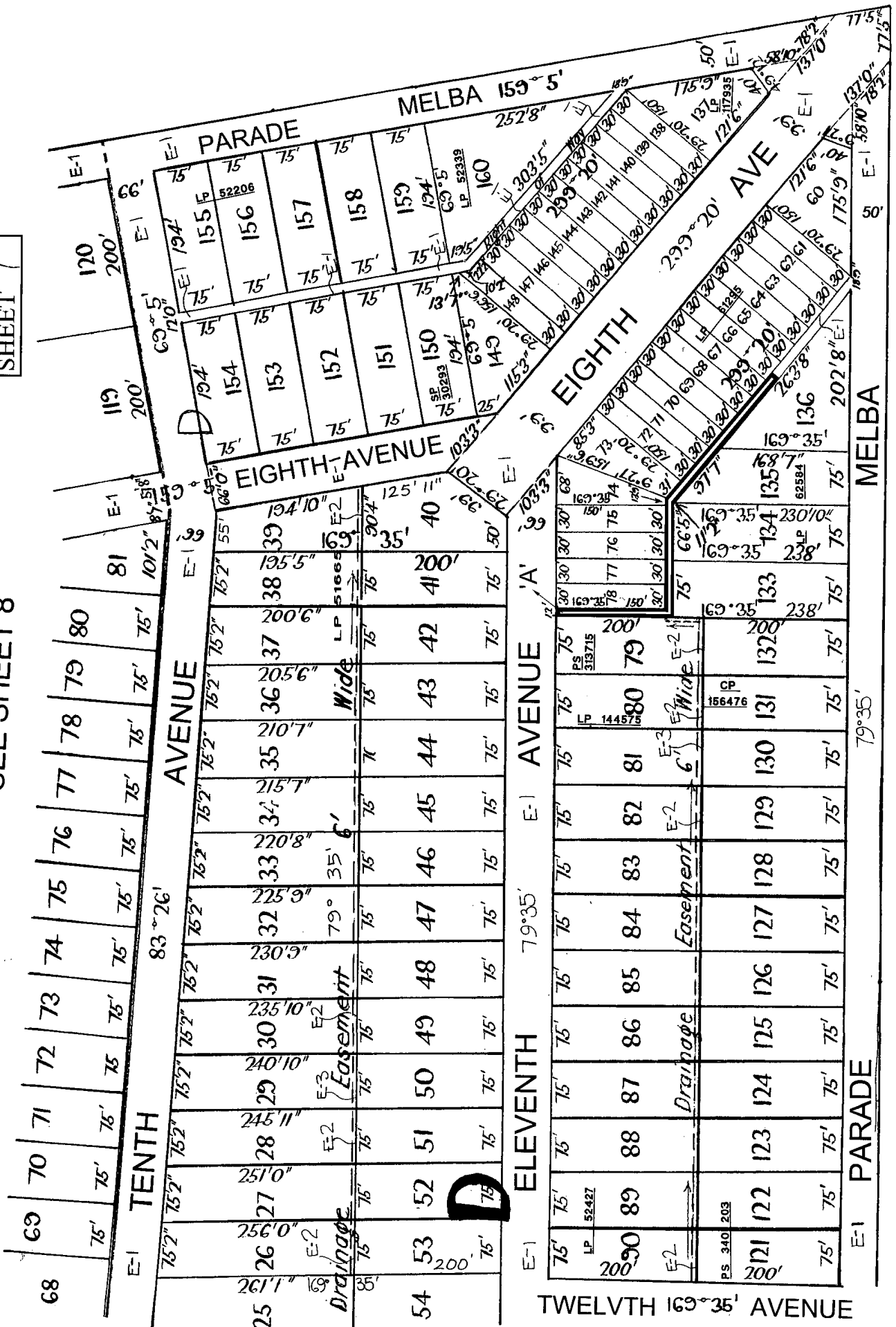
12-12-1971

MELBA

LP 9772

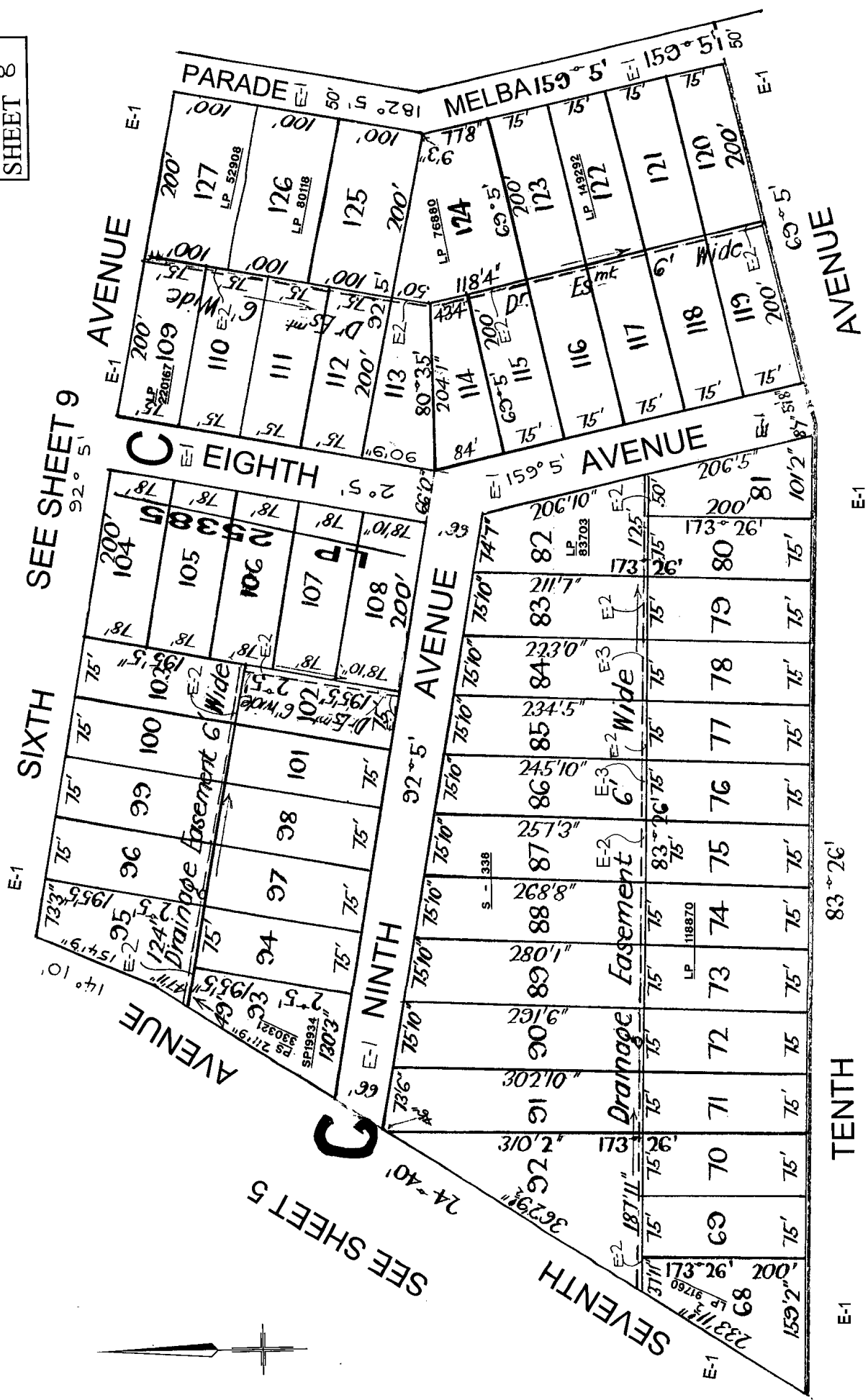
10 SHEETS  
SHEET 7

SEE SHEET 8



SEE SHEET 6

10 SHEETS  
SHEET 8

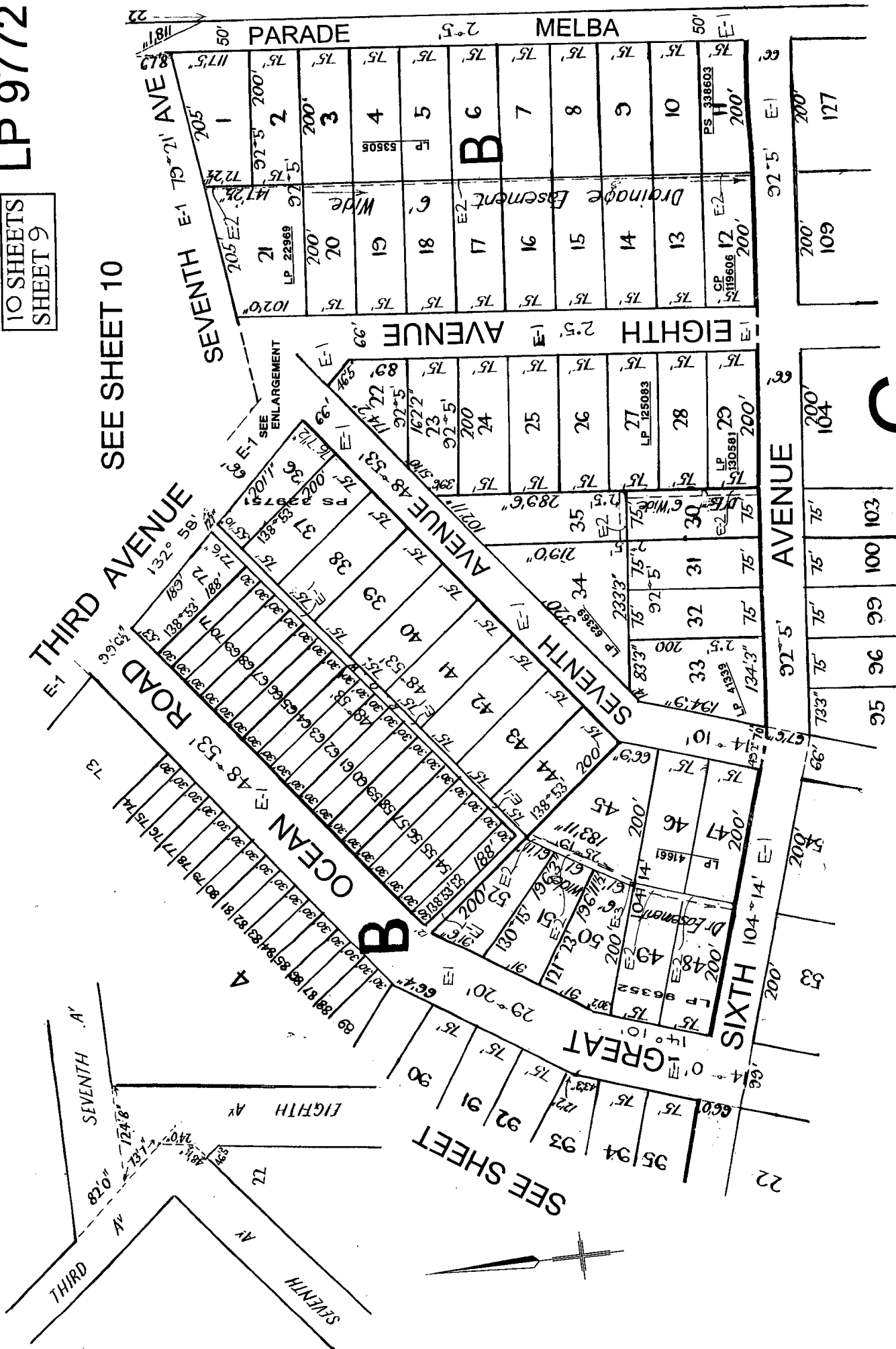


10 SHEETS  
SHEET 9

LP 9772

SEE SHEET 10

SEE SHEET 8







# MODIFICATION TABLE

## RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.  
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

PLAN NUMBER

LP 9772

AFFECTED LAND / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
THIS PLAN		ROAD NAME CHANGE	GOV.GAZ. 1969 P.57			1	AD
"F"		ROAD EXCISED	AP.200 SEC.63			1	AD
LOTS 141,142&143 BLOCK A		EASEMENT REMOVED	AP.2727 SEC.73			1	AD
LOT 8 BLOCK D		EASEMENT REMOVED	PS 322409T			1	AD
THIS PLAN		APPURTENACIES NOTATION ADDED	A.O. AP.27247 SEC.73			1	AD
VARIOUS LOTS	E-3	EASEMENTS ENHANCED				2	AD
		WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.					
THIS PLAN		APPURTENANCY NOTATION ADDED				3	AD
ROADS	ROADS COLOURED BROWN	EASEMENTS ENHANCED				4	AD
	'A'	ROAD DISCONTINUANCE	AN046666A	25/08/16		5	E.K

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Document Type	<b>Plan</b>
Document Identification	<b>TP659913N</b>
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TITLE PLAN		EDITION 1	TP 659913N
<div>Location of Land<div>Parish: ANGAHOOK</div><div>Township:</div><div>Section:</div><div>Crown Allotment: 12 (PT)</div><div>Crown Portion:</div><div>Last Plan Reference: LP9772</div><div>Derived From: VOL 7386 FOL 004</div><div>Depth Limitation: NIL</div></div> <div>Notations<div>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</div></div>			
<div>Description of Land / Easement Information<div><div>ENCUMBRANCES REFERRED TO.</div><div>As to the land coloured blue ---</div><div>ANY EASEMENTS affecting the same</div></div><div>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT<div>COMPILED: 19/10/2000</div><div>VERIFIED: MP</div></div><div>COLOUR CODE<div>BL=BLUE</div></div></div>			
<div><div><div></div></div><div></div></div>			
LENGTHS ARE IN FEET & INCHES		Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 07 August 2023 10:30 AM

## PROPERTY DETAILS

Address: **76 FIFTH AVENUE ANGLESEA 3230**  
Lot and Plan Number: **Lot 13 Block C LP9772**  
Standard Parcel Identifier (SPI): **13~C\LP9772**  
Local Government Area (Council): **SURF COAST**  
Council Property Number: **47800**  
Planning Scheme: **Surf Coast**  
Directory Reference: **Melway 514 B11**

[www.surfcoast.vic.gov.au](http://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**

## OTHER

Registered Aboriginal Party: **Wadawurrung Traditional Owners  
Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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

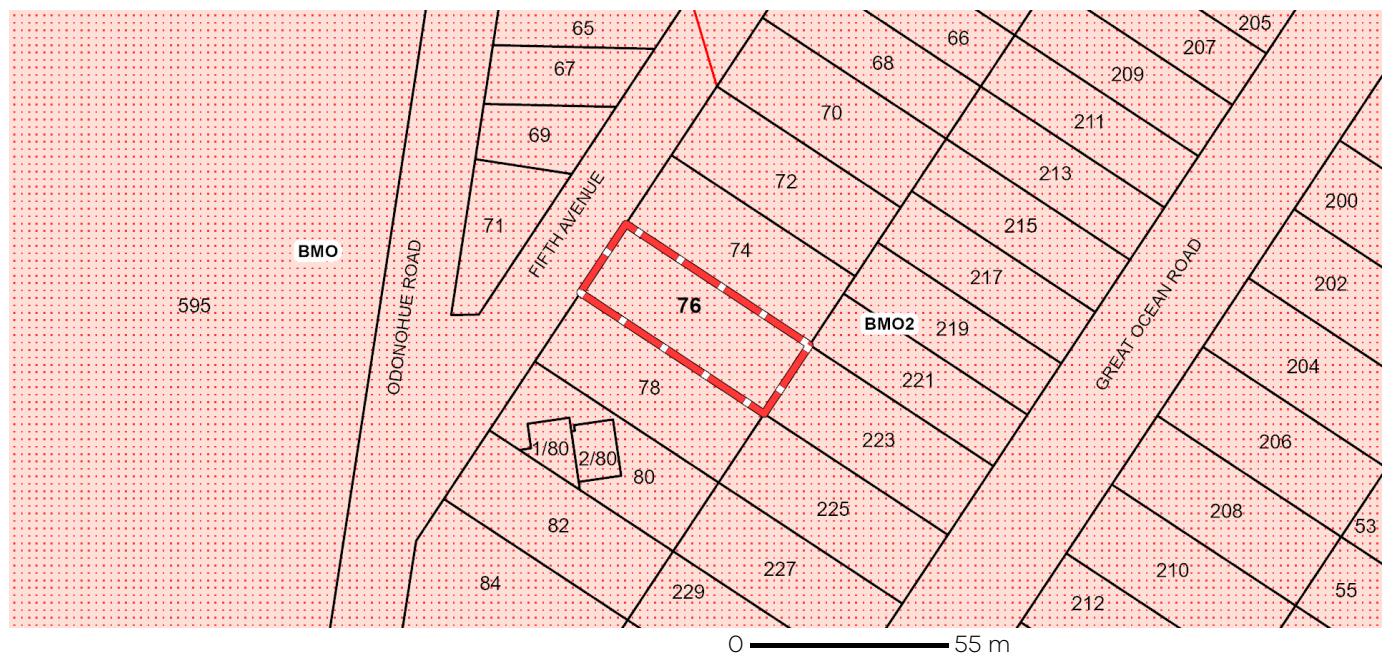


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

### BUSHFIRE MANAGEMENT OVERLAY (BMO)

#### BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 2 (BMO2)

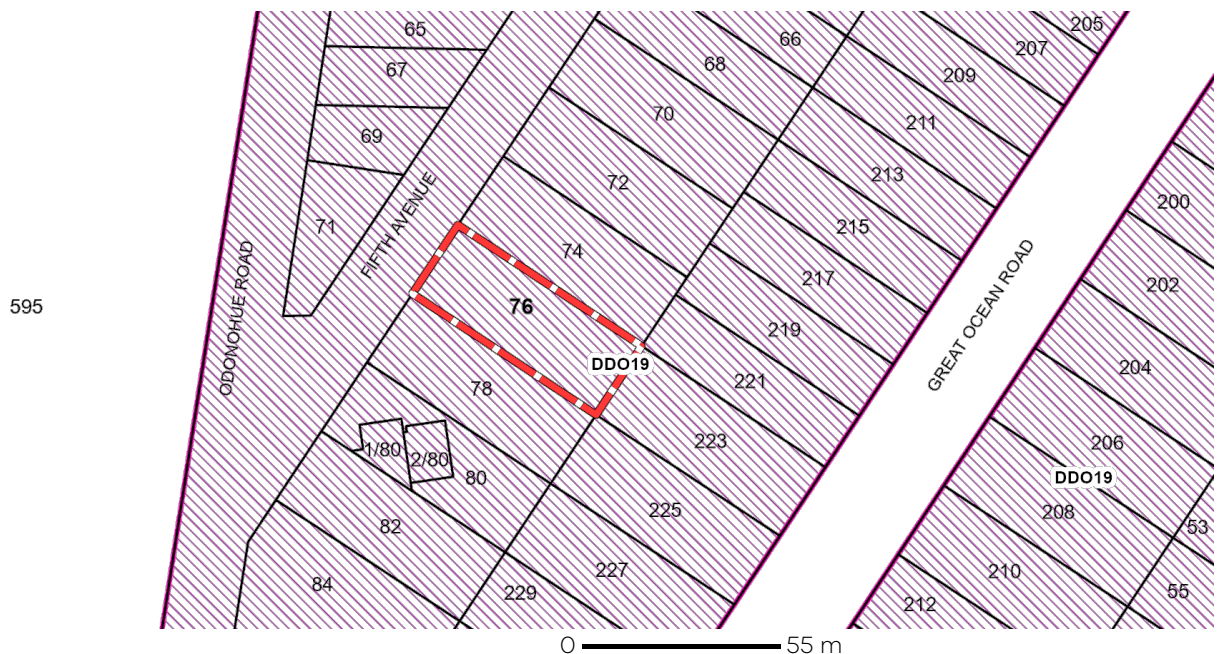


**BMO - Bushfire Management Overlay**

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

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 19 (DDO19)



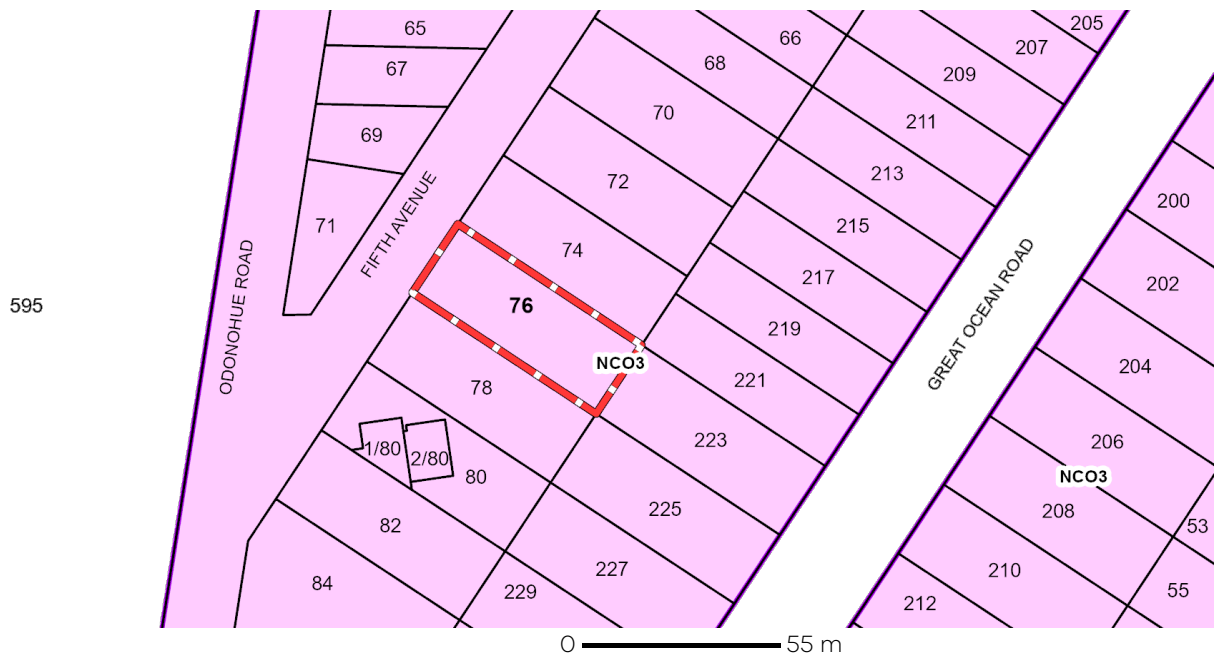
**DDO - Design and Development Overlay**

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

## 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

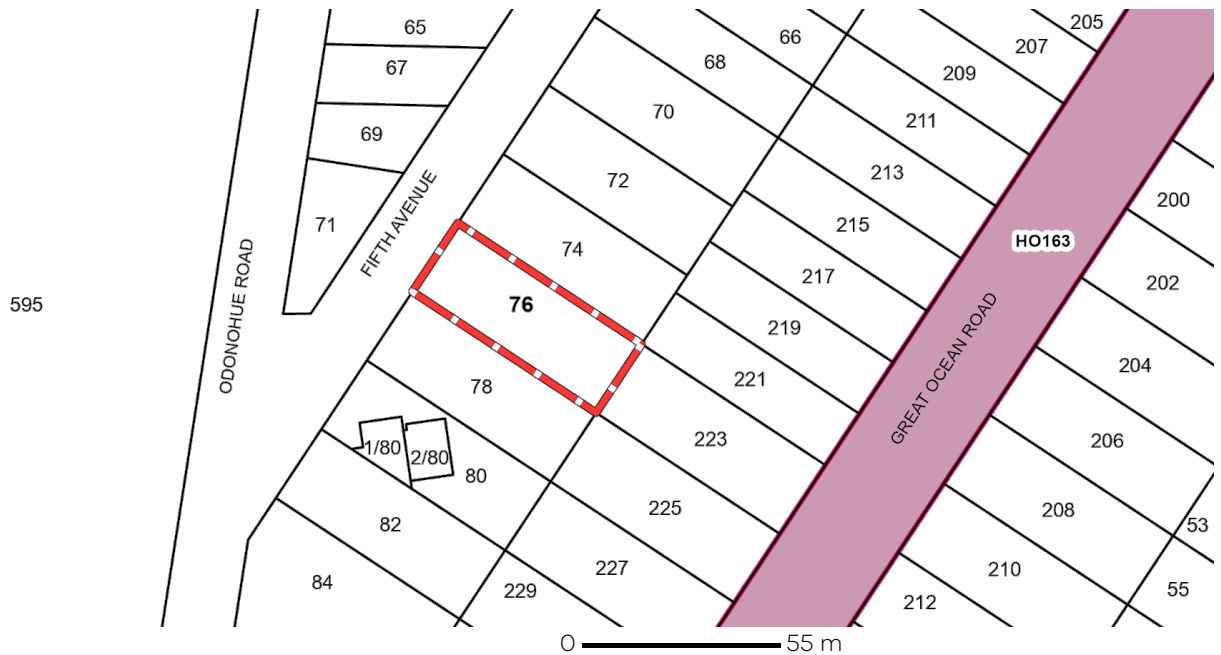


## Planning Overlays

### 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 4 August 2023.

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

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

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

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

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

## Designated Bushfire Prone Areas

**This property is 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 \(environment.vic.gov.au\)](https://www.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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)



# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

951589

## APPLICANT'S NAME & ADDRESS

AUGHTERSONS LAWYERS C/- INFOTRACK (AFFINITY) C/-  
LANDATA  
DOCKLANDS

## VENDOR

DAWSON, MICHAEL JAMES

## PURCHASER

N/A, N/A

## REFERENCE

360591

This certificate is issued for:

LOT 13 BLOCK C PLAN LP9772 ALSO KNOWN AS 76 FIFTH AVENUE ANGLESEA  
SURF COAST SHIRE

The land is covered by the:

SURF COAST PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 19
- and a NEIGHBOURHOOD CHARACTER OVERLAY - SCHEDULE 3
- and a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3
- and a BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 2

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:  
<http://vhd.heritage.vic.gov.au/>

07 August 2023

**Sonya Kilkenny**  
Minister for Planning

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

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

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

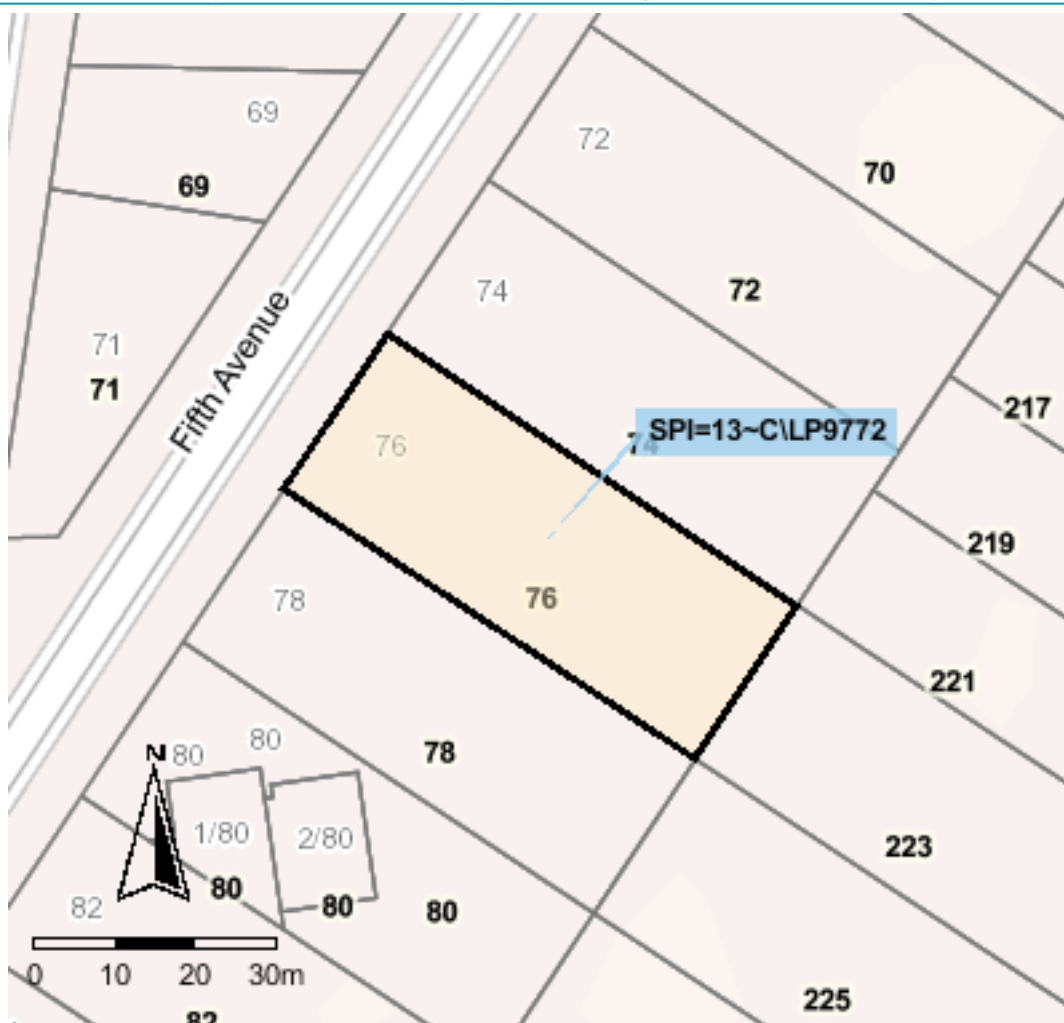
LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

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

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

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

## Information Statement Part A

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

**INSTALLATION NUMBER:** 17692436      **APPLICATION NUMBER:** 447186      **DATE:** 07/08/2023  
**PROPERTY ADDRESS:** 76 FIFTH AVE, ANGLESEA, VIC 3230  
**YOUR REFERENCE:** 360591  
**OWNER:** MJ & JA DAWSON  
**COMMENTS:** **Comments**

The following service charges are applicable for the abovenamed property for the period 01/04/2023 to 30/06/2023 and 01/07/2023 to 30/09/2023. 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	154.92	0.00	154.92
Water Service Charge	35.81	0.00	35.81
<b>Total Service Charge</b>	<b>\$ 190.73</b>	<b>0.00</b>	<b>190.73</b>

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
Water Service Charge	35.81	0.00	35.81
Water Volume to 04/07/2023	15.64	0.00	15.64
Sewerage Service Charge	154.92	0.00	154.92
<b>TOTAL DUE</b>	<b>\$ 206.37</b>	<b>0.00</b>	<b>206.37</b>

### Important Information

Due date for Billed Service and Volume Charges 07/08/2023

The water meter for this property was last read on 04/07/2023. 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 06/10/2023. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 06/10/2023 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.



## *Information Statement Part B*

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

07-08-2023

Aughtersons Lawyers C/- InfoTrack (Affinity) C/- LANDATA  
Two Melbourne Quarter, Level 13, 697 Collins Street  
Docklands

Property: 76 FIFTH AVENUE ANGLESEA 3230

I refer to your application received at this office on 07/08/2023. 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.

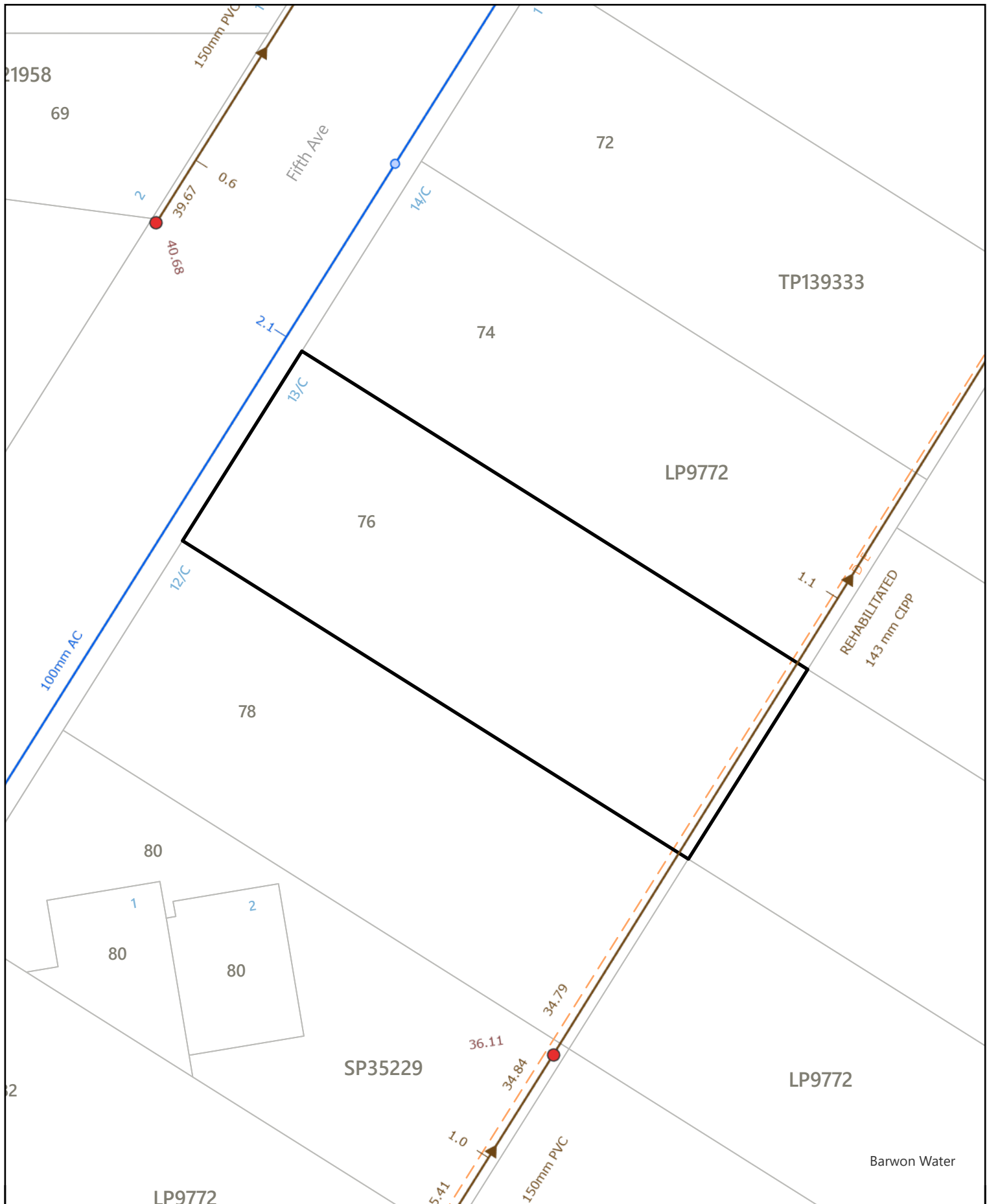
**Our Ref:** EC447186

**Your Ref:** 360591

**Agent Ref:** 69803722-023-4

Yours faithfully.

Manager Customer Centre



## 76 FIFTH AVE ANGLESEA

Scale: 1:500

Created: 7/08/2023

### Legend

- Gravity Sewer —
- Pressure Sewer —
- Portable Water —
- Recycled Water —



DISCLAIMER: Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.

## LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

**Assessment Number:** 47800  
**Certificate Number:** 35436  
**Issue Date:** 07/08/2023

**Property Location:** 76 Fifth Avenue ANGLESEA 3230

**Legal Description:** LOT: 13 SEC: C LP: 9772

**Capital Improved Value:** \$1,600,000  
**Site Value:** \$1,360,000  
**Net Annual Value:** \$80,000

The level of values date is 1 January 2023 and became operative for rating purposes on 1 July 2023.

### RATES CHARGES AND OTHER MONIES:

Rates, Charges & Levies (for period 1 July 2023 to 30 June 2024)	
Rates General	\$2,156.00
Municipal Charge	\$225.00
Garbage Urban	\$491.00
Residential FSPL Fixed Charge	\$125.00
Residential FSPL Variable Charge	\$73.60
Arrears to 30/06/2023:	\$0.00
Interest to 14/07/2023:	\$0.00
Adjustments:	\$0.00
Less Pensioner Rebates:	\$0.00
Payments/Adjustments Made:	\$0.00
<b>Balance of rates and charges owed:</b>	<b><u>\$3,070.60</u></b>

Additional Monies Owed:	
<b>Debtor Balance Owing</b>	
<b>Special Rates and Charges:</b>	
nil	
nil	

<b>Total rates and charges/additional monies owed:</b>	<b>\$3,070.60*</b>
--	--------------------

In accordance with section 175(1) & (2) Local Government Act 1989, a person who becomes the owner of rateable land must pay any rate or charge on the land which is current and any arrears of rates or charges (including any interest on those rates or charges) on the land, which is due and payable. OVERDUE AMOUNTS ACCRUE INTEREST ON A DAILY BASIS AT 10.00% P.A.

**\*Please call (03) 5261 0600 to confirm the outstanding balance prior to making any payments to avoid under/over payments.**

Rate instalments are due 30 September 2023, 30 November 2023, 28 February 2024 and 31 May 2024.

1 Merrijig Drive (PO Box 350) Torquay VIC 3228

[www.surfcoast.vic.gov.au](http://www.surfcoast.vic.gov.au)

p. 03 5261 0600 e. [info@surfcoast.vic.gov.au](mailto:info@surfcoast.vic.gov.au)

## MISCELLANEOUS INFORMATION

### Fire Services Property Levy (FSPL)

The Fire Services Property Levy is a property-based levy removed from insurance premiums from 1 July 2013 and will be collected with Council rates. All funds collected go to the Victorian State Government to support fire services. For more information refer to [www.firelevy.vic.gov.au](http://www.firelevy.vic.gov.au).

---

## IMPORTANT INFORMATION

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council and specified flood level by the Council (if any).

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

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A verbal update of information included in this Certificate will be provided for up to two (2) months after date of issue but Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

For settlement purposes after two (2) months a new Certificate must be applied for.

Please note the payments are subject to clearance of any cheque.

---



**PAY Telephone & Internet Payment Option – BPAY®**

**Biller Code:** 34199  
**Reference Number:** 478001

Make this payment via internet or phone banking from your cheque or savings account. Quote the **Biller Code** and **Reference Number** indicated above.

---

A handwritten signature in black ink, appearing to read 'M. Rennie'.

COORDINATOR REVENUE

---

Your Reference: 69803722 014 2

Landata  
PO Box 500  
EAST MELBOURNE VIC 8002



# Property Clearance Certificate

## Land Tax



INFOTRACK / AUGHTERSONS LAWYERS

Your Reference:	231462
Certificate No:	66447369
Issue Date:	07 AUG 2023
Enquiries:	ESYSPROD

Land Address: 76 FIFTH AVENUE ANGLESEA VIC 3230

Land Id	Lot	Plan	Volume	Folio	Tax Payable
15036953	13	9772	7386	4	\$0.00

Vendor: JENNIFER DAWSON & MICHAEL DAWSON  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR MICHAEL JAMES DAWSON	2023	\$1,225,000	\$4,775.00	\$0.00	\$0.00

Comments: Land Tax of \$4,775.00 has been assessed for 2023, an amount of \$4,775.00 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

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

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,425,000
SITE VALUE:	\$1,225,000
CURRENT LAND TAX CHARGE:	\$0.00

# Notes to Certificate - Land Tax

**Certificate No:** 66447369

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$4,775.00

Taxable Value = \$1,225,000

Calculated as \$2,975 plus ( \$1,225,000 - \$1,000,000 ) multiplied by 0.800 cents.

---

## Land Tax - Payment Options

### BPAY



Billor Code: 5249  
Ref: 66447369

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 66447369

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / AUGHTERSONS LAWYERS

Your Reference:	231462
Certificate No:	66447369
Issue Date:	07 AUG 2023

Land Address: 76 FIFTH AVENUE ANGLESEA VIC 3230

Lot	Plan	Volume	Folio
13	9772	7386	4

Vendor: JENNIFER DAWSON & MICHAEL DAWSON

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick  
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:  
\$0.00



# Notes to Certificate - Windfall Gains Tax

Certificate No: 66447369

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 66447368

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 66447368

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

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

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

7 August 2023

Landata  
[Landata.online@servictoria.com.au](mailto:Landata.online@servictoria.com.au)

**YOUR REF: 69803722-015-9**

Dear Sir/Madam,

**LOT 13 – 76 FIFTH 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:* **NONE**
- 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](http://www.surfcoast.vic.gov.au/pools)

Yours faithfully,

A handwritten signature in blue ink, appearing to read "Kelly Elers".

Kelly Elers  
Building Officer  
Building Services – Surf Coast Shire Council



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Aughtersons Lawyers C/- InfoTrack (Affinity)  
475-495 Victoria Avenue  
CHATSWOOD 2067  
AUSTRALIA

Client Reference: 360591

NO PROPOSALS. As at the 7th August 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

76 FIFTH AVENUE, ANGLESEA 3230  
SURF COAST SHIRE

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

Date of issue: 7th August 2023

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 69803722 - 69803722103012 '360591'**

## Extract of EPA Priority Site Register

Page 1 of 2

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

### PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 76 FIFTH AVENUE

SUBURB: ANGLESEA

MUNICIPALITY: SURF COAST

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 514 Reference B11

DATE OF SEARCH: 7th August 2023

### PRIORITY SITES REGISTER REPORT:

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

### IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

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

Priority Sites are sites for which EPA has issued a:

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

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

The Environment Protection Authority does not warrant the accuracy or completeness

[Extract of Priority Sites Register] # 69803722 - 69803722103012  
'360591'

## Extract of EPA Priority Site Register

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

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

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

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



# 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 [consumer.vic.gov.au/duediligencechecklist](http://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.

### ***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.

### Rural properties

### 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