

VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

VENDOR: Trudy Anne Blyth

PROPERTY: 1A Walnut Court, Mildura, Victoria 3500

DATE OF THIS STATEMENT:

Vendors signature:

The purchaser(s) acknowledge being given a copy of this statement signed by the vendor before the purchaser(s) signed any contract.

DATE OF ACKNOWLEDGMENT:

Purchaser(s) signature:

1. Financial Matters in respect of the Land

Details concerning any rates, taxes or other similar outgoings (including, where relevant, any Owners Corporation charges) and any interest payable on any part of them are contained in the attached certificates.

- 1.1 Amounts for which the purchaser may become liable in consequence of the sale unless otherwise included in the attached Certificates are: nil
- 1.2 Amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation is: nil

2. Insurance details in respect of the Land

2.1 Damage and Destruction.

This section only applies if the contract for the sale of the land provides that the land does not remain at the risk of the vendor until the purchaser becomes entitled to possession or to the receipt of rents and profits in which case the adjacent box will be marked "Land at purchaser's risk" and details of insurance are provided below.

2.2 Owner-BUILDER.

This section only applies if there is a residence on the land and the residence was constructed by the vendor as an owner-builder within the preceding six (6) years and section 173B of the *Building Act 1993* applies to the residence.

- not applicable

3. Matters relating to the use of the Land

3.1 Easements, covenants and similar restrictions.

Details of any registered or unregistered easement, covenant, caveat or other similar restriction affecting the property are set out in the attached copies of Title documents.

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant, caveat or similar restriction. It should be noted, however, that, as with all properties, underground electricity cables, telephone cables, gas pipes, sewers and drains may be laid outside registered easements and which are not registered or required to be registered against the Certificate of Title.

3.2 Designated Bushfire prone area.

This land is not within a bushfire-prone area within the meanings of the regulations made under the *Building Act 1993*.

Where the land is in a designated bushfire area the Purchaser should make their own enquiries in relation to any applicable bushfire protection standards for building works as required by the *Building Regulations 2006* through application of the *Building Code of Australia*.

3.3 Access by road.

There is access to the property by road.

3.4 Applicable Planning Scheme.

Details of applicable Planning Scheme(s) and Planning Overlays (if any) affecting the land are contained in the attached certificates.

The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of the permitted land use before you buy.

4. Notices made in respect of the Land

4.1 General Notices.

Where there is any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the property of which the vendor might be reasonably expected to have knowledge, particulars of these are contained in the attached certificates.

4.2 Agricultural Notices.

If there are any notices, property management plans, reports, declarations or orders in respect of the land made and issued by any 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, these are contained in the attached certificates.

4.3 Compulsory Acquisition.

There has been no notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986*.

BUT NOTE the vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the vendor.

5. Building Permits issued in respect of the Land

Where the property includes a residence, particulars of any building permit issued under the *Building Act 1993*, in the past seven (7) years :

- no such Building permit has been issued to the vendor's knowledge.

The purchaser acknowledges that the vendor makes no representations that the improvements on the land sold or any alterations or additions thereto comply with the requirements of the responsible authorities. The purchaser acknowledges having inspected the property hereby sold and, save as is otherwise expressly provided, acknowledges that the property is being purchased in its present condition and state of repair and that the vendor is under no liability or obligation to the purchaser to carry out any repairs, renovations or alterations or improvements to the property sold.

The vendor will not be required to procure any building permit, building approval, final inspection, certificate of occupancy or other permits otherwise than as required by any legislation, or approvals or inspections in relation to the land or any improvements and the purchaser shall not make any requisition or claim any compensation from the vendor on that ground.

6. Owners Corporation affecting the Land

There is no Owners Corporation affecting the land sold, within the meaning of the *Owners Corporation Act 2006*

7. Growth Areas Infrastructure contribution/agreement affecting the Land

There is not a Work-in-Kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*)

8. Non connected services affecting the Land.

The following services, marked **X** are NOT connected to the land:

<input type="checkbox"/>	Electricity.	<input type="checkbox"/>	Gas.	<input type="checkbox"/>	Water.	<input type="checkbox"/>	Sewerage.	<input checked="" type="checkbox"/>	Telephone.
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The purchaser acknowledges that services connected i.e. the service is provided by an authority and operating on the day of sale may be disconnected prior to settlement in which case the purchaser should arrange reconnection and pay any reconnection fees. Although the service may be physically connected to the property, the purchaser may be required to pay a fee to the supplier to enable the service to be supplied.

9. Foreign investment review and undertaking.

By signing the acknowledgment set out hereunder, the purchaser(s) acknowledge that:

- a) In the event that the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval from any regulatory or statutory or other body

to enter into this Contract or to purchase this property, the purchaser warrants that the purchaser has where required by law obtained the approval, where applicable, of the Foreign Investment Review Board, the Reserve Bank of Australia and/or such other required regulatory or statutory or other body in relation to any funding or of non-objection by the Foreign Investment Review Board to the purchase by the purchaser of this property and, if required, will submit evidence accordingly.

- b) The purchaser further acknowledges that in the event that this warranty is untrue in any respect, the purchaser hereby indemnifies the vendor against any loss which the vendor suffers as a result of the vendor having relied on this warranty when entering into this contract including any consequential loss, costs and fees.

10. Title documents affecting the Land

Registered Title.

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

Important Notice - Additional Disclosure Requirements:

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

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

DUE DILIGENCE CHECKLIST.

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make the following prescribed Due Diligence Checklist available to the purchaser before land for sale that is vacant residential land or land on which there is a residence)

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 the property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues 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.

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 the property, such as a ban on pet ownership.

Growth areas – are you moving to a growth area

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

Flood and fire risk – Does this property experience flooding or bushfire?

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

Rural properties – moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can

- create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination – has previous land use affected the soil or groundwater?

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

Land Boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with the actual fences and buildings on the property, to make sure that 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 their 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 a buyer, you have rights.

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

VOLUME 10419 FOLIO 714

Security no : 124083879518P
Produced 22/06/2020 04:08 PM

LAND DESCRIPTION

Lot 8 on Plan of Subdivision 417752B.
PARENT TITLES :
Volume 09403 Folio 745 to Volume 09403 Folio 746
Created by instrument PS417752B 16/12/1998

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
TRUDY ANNE BLYTH of 1A WALNUT COURT MILDURA VIC 3500
AR776493X 18/12/2018

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS417752B 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: 1A WALNUT COURT MILDURA VIC 3500

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

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PLAN OF SUBDIVISION		STAGE NO.	LTO use only EDITION 2	Plan Number PS 417752 B
Location of Land Parish: MILDURA Township: _____ Section: _____ Crown Allotment: _____ Crown Portion: 2 part LTO base record: LITHD SH. 42. Title references: V.9403 E.745 & Vol Fol V.9403 E.746 Last plan reference: L.P. 134939 (lots 6 & 9). Postal Address: 433 WALNUT AVE., (at time of subdivision) MILDURA, 3500. AMG co-ordinates E 604160 Zone: 54 (of approx. centre of plan) 6214750 Vesting of Roads or Reserves Identifier Council/Body/Person NIL NIL		Council Certification and Endorsement Council Name: MILDURA RURAL CITY COUNCIL 1. This plan is certified under section 6 of the Subdivision Act 1988 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 of the Act: _____ 3. This is a statement of compliance toward section 31 of the Subdivision Act 1988. Open Space: (1) A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made. (2) The requirement has been satisfied. (3) The requirement is to be satisfied in stage ____. Council delegate (Signature) Date 10/8/98 Re-certified under section 11(7) of the Subdivision Act 1988 Council delegate (Signature) Date / /		LTO use only Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 11/11/98 LTO use only PLAN REGISTERED TIME 11:40 DATE 16/12/98 (Signature) Assistant Registrar of Titles Notations Depth Limitation: DOES NOT APPLY. LOTS 1 & 2 ARE THE RESULT OF SURVEY. LOT 8 IS THE BALANCE OF TITLES. LOTS 3 TO 7 HAVE BEEN OMITTED FROM THIS PLAN. Staging: This is/is not a staged subdivision Planning Permit No. P 93/162 Survey: This plan is/is not based on survey This Survey has been connected to permanent mark NO. (s). 183 & 471 in Proclaimed Survey Area No. _____ THE RESERVATIONS & CONDITIONS CONTAINED IN TRANSFER No. 288381 AFFECTS THE LAND IN THIS PLAN.
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)				
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	2	LP 134939	LOTS ON LP 134939.
E-2	SEWERAGE	2	THIS PLAN	LOWER MURRAY REGION WATER AUTHORITY. LOWER MURRAY REGION WATER AUTHORITY.
FREEMAN & FREEMAN LAND SURVEYORS PO Box 2155 Adelaide VIC 5002 Telephone: (08) 23 5235.				
SCALE 5 0 5 10 20 LENGTHS ARE IN METRES		ORIGINAL SCALE SHEET 1:500 A3	LICENSED SURVEYOR (PRINT) ROBERT BRUCE FREEMAN SIGNATURE _____ DATE 13/5/98 REF 4938 VERSION 3	
			Street 1 of 1 Sheets DATE / / COUNCIL DELEGATE SIGNATURE	

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 22 June 2020 04:23 PM

PROPERTY DETAILS

Address: **1A WALNUT COURT MILDURA 3500**
Lot and Plan Number: **Lot 8 PS417752**
Standard Parcel Identifier (SPI): **8\PS417752**
Local Government Area (Council): **MILDURA**
Council Property Number: **7941**
Planning Scheme: **Mildura**
Directory Reference: **Vicroads 534 K8**

www.mildura.vic.gov.au

[Planning Scheme - Mildura](#)

UTILITIES

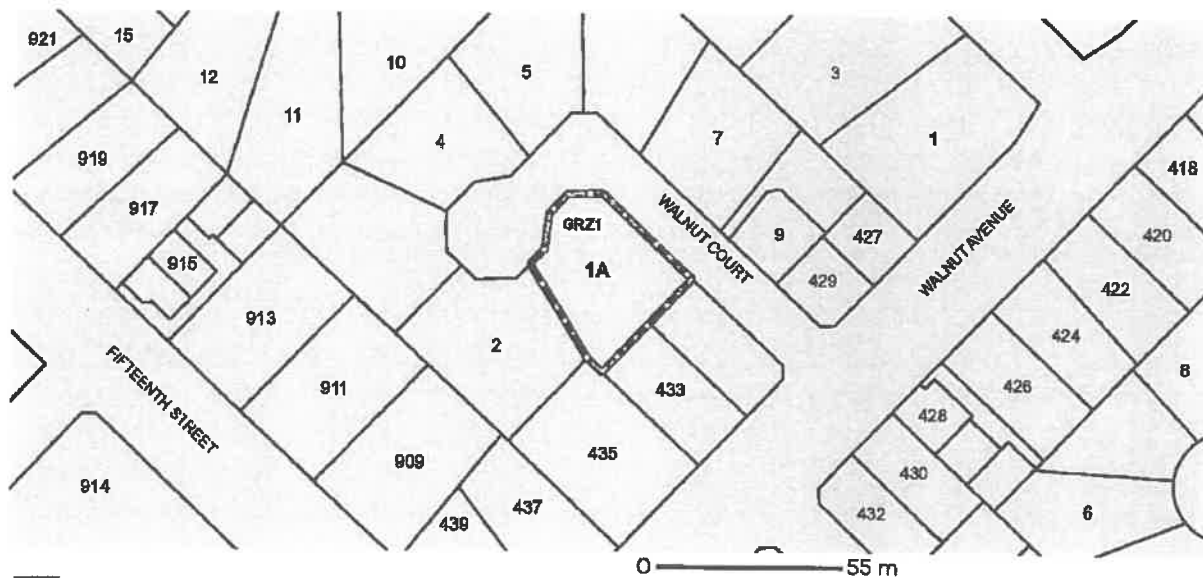
Rural Water Corporation: **Lower Murray Water**
Urban Water Corporation: **Lower Murray Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **POWERCOR**
[View location in VicPlan](#)

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **MILDURA**

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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

Environment,
Land, Water
and Planning

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

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

PLANNING PROPERTY REPORT

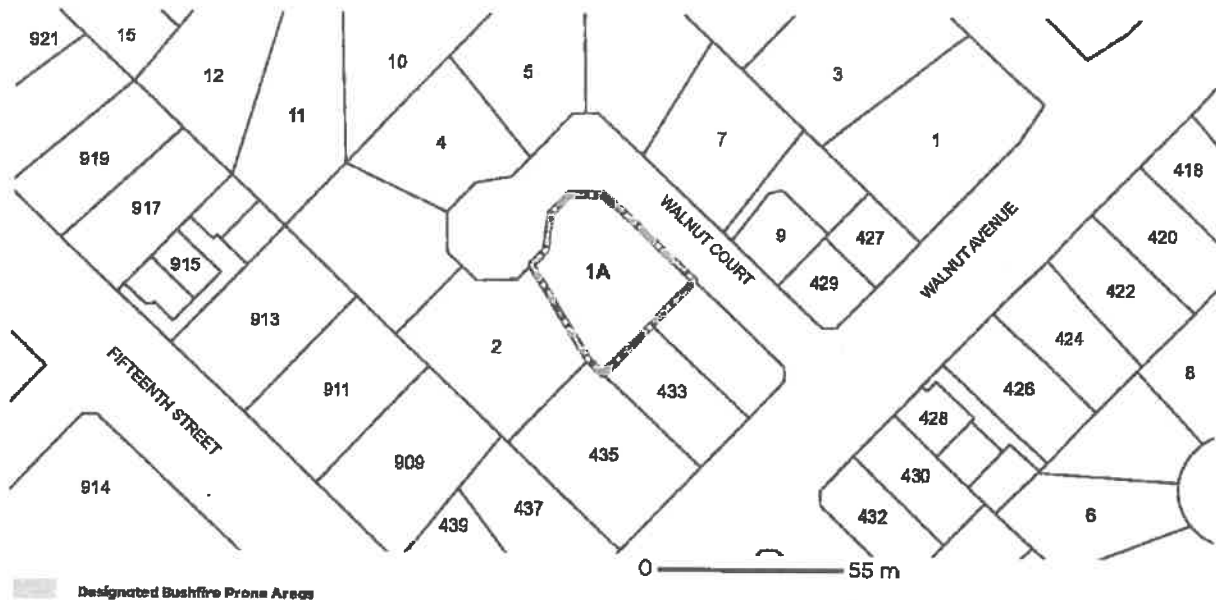


Environment,
Land, Water
and Planning

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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>



Mildura Rural City Council

Land Information Certificate

Date of certificate: 23 June 2020

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 22448

Assessment No: 7941

Your Reference: 38466554-010-2

Applicant Details

Landata
DX 250639
EAST MELBOURNE VIC

Property Address: 1a Walnut Court MILDURA

Description: Lot 8 PS 417752B Sec 23 Blk E

Area: 1,424.0000 Square Metres

Capital Improved Value	\$484,000
Site Value	\$166,000
Net Annual Value	\$24,200
Base Date:	01/01/2019

RATES CHARGES AND OTHER MONIES: FOR THE 2019-2020 FINANCIAL YEAR

(Current rates and charges are payable in one lump sum by 15 February or by quarterly instalments due (1st) 30 September, (2nd) 30 November, (3rd) 28 February and (4th) 31 May of this financial year.)

Residential Rate	\$3,112.27
Waste Management	\$366.04
Residential Fire Levy (Fixed)	\$111.00
Residential Fire Levy (Variable)	\$31.94
Rate Arrears to 30/06/2019:	\$0.00
Interest to 20/03/2020:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	-\$3,621.25
Total Rates & Charges Due:	\$0.00
Additional Monies Owed:	
Debtor Balance Owing:	
Total Rates & Charges & Additional Monies Owed:	\$0.00

Pay via BPay Biller Code: 93922

Reference Number: 79418

For further information contact

Rates Department
Mildura Rural City Council
PO Box 105, Mildura Vic 3502; or
DX 50014, Mildura
Telephone: (03) 5018 8122

Certificate updates

Certificates are valid for 90 days from the original date of issue. Updates may be requested by the applicant only. All update requests must be submitted via the following email address:
helpdesk-revenue@mildura.vic.gov.au



Mildura Rural City Council

Land Information Certificate

Date of certificate: 23 June 2020

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 22448

Assessment No: 7941

Your Reference: 38466554-010-2

Property Address: 1a Walnut Court MILDURA 3500

Description: Lot 8 PS 417752B Sec 23 Blk E

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

There are no monies owed for works under the **Local Government Act 1958** or earlier act.

There are no monies owed under Section 94(5) of the **Electricity Industry Act 2000**.

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

There is not any outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the **Subdivision Act 1988** or the **Local Government Act 1958**.

There are not any notices or orders on the land that have been served by Council under the **Local Government Act 1958**, **Local Government Act 1989**, any other Act or regulation, or under a local law of the Council, which have a continuing application as at the date of this certificate.

There is not a potential liability for the land to become rateable under Section 173 or 174A of the **Local Government Act 1989** unless stated in 'Please Note'.

There is no money owed under Section 227 of the **Local Government Act 1989**.

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

PLEASE NOTE:

I hereby certify that the information given in this certificate is a true and correct disclosure of rates and other monies payable to the Mildura Rural City Council as at the above date, together with any notices served pursuant to the Local Government Act, Local Law or any other Act.

.....David Clohesy..... **DELEGATED OFFICER**

RECEIPT OF \$27.00 ACKNOWLEDGED, BEING THE FEE FOR THIS CERTIFICATE.



LOWER MURRAY WATER

Statement No: IS20/82470

Page: 1 of 2

Our Ref: 9048

Issue Date: 25/06/2020

Your Ref: 38466554-032-4

LANDATA
DX 250639
EAST MELBOURNE

Statement showing Tariffs, Charges & Interest due within Financial Year Ending 30/06/2020.

Owner Name(s) MS TA BLYTH
Situat: 1A WALNUT COURT MILDURA VIC 3500
Description: Lot 8 PS 417752B Blk E Sec 23 Vol 10419 Fol 714

Lower Murray Water hereby states that the above described property has the following Tariffs and Charges raised on the Property and the amounts are due and payable to Lower Murray Water.

NOTE: ALL ARREARS SHOWING ON THIS STATEMENT MUST BE PAID IN FULL ON SETTLEMENT.

NOTE: THIS STATEMENT IS VALID FOR A PERIOD OF THIRTY DAYS FROM DATE OF ISSUE
OR UNTIL THE END OF THE CURRENT PERIOD AS STATED BELOW

TARIFFS AND CHARGES

TARIFFS & CHARGES LEVIED for period:	1/04/2020 to 30/06/2020	
Sewerage Service Tariff		122.19
Water Service Tariff		51.76
Water by Measure to 24/6/2020		200.82
Receipts, Concessions & Rebates		(235.98)
Balance Due		\$138.79

Mildura (Head Office)
T 03 5051 3400
741-759 Fourteenth Street
Mildura Victoria 3500
PO Box 1438
Mildura Victoria 3502
AUSDOC DX 50023

Swan Hill (Area Office)
T 03 5036 2150
73 Beveridge Street
Swan Hill Victoria 3585
PO Box 1447
Swan Hill Victoria 3585
AUSDOC DX 30164

Kerang (Area Office)
T 03 5450 3960
56 Wellington Street
Kerang Victoria 3579
PO Box 547
Kerang Victoria 3579
AUSDOC DX 57908

E contactus@lmw.vic.gov.au

lmw.vic.gov.au



ABN 16 475 808 826

All Emergencies
1800 808 830



PROPERTY SERVICE INFORMATION	
Property Serviced:	Yes
Water Supply:	Potable Water
Sewer Supply:	Reticulated Sewer System

Last Billed Water Consumption Details

Period Of Usage: 26/11/2019 to 2/3/2020 (97 Days)
 107 kl @ \$0.44970 Step1 Rate + 17 kl @ \$0.81840 Step2 Rate = \$62.03

Period Of Usage: 2/3/2020 to 24/6/2020 (114 Days)
 63 kl @ \$0.44970 Step1 Rate + 63 kl @ \$0.81840 Step2 Rate + 56 kl @ \$1.05180 Step3 Rate = \$138.79

Water Meter Details

Serial No.	Size	Date Read	Reading
15w050858	20	24/6/2020	5595

Other Information:


Corporation sewer main located inside property boundary:-

It should be noted that in most instances the integrity of the Corporations sewer mains are protected by way of sewer easements. A Sewer easement can be in the form of a registered easement as depicted on the property title or alternatively as an implied easement as prescribed under section 148 of the Water Act 1989. The Corporation has policies in place which prohibits the placement of buildings and or structures over sewer easements.

If you wish to make the settlement payment for this property via BPay please use the following information: Biller Code 78477 Payment Reference Number 700090483.

This Statement was issued from the Mildura Office

Signed:

DocuSigned by:

 FB4DF3A05A28486...

On behalf of:

LOWER MURRAY URBAN & RURAL WATER CORPORATION

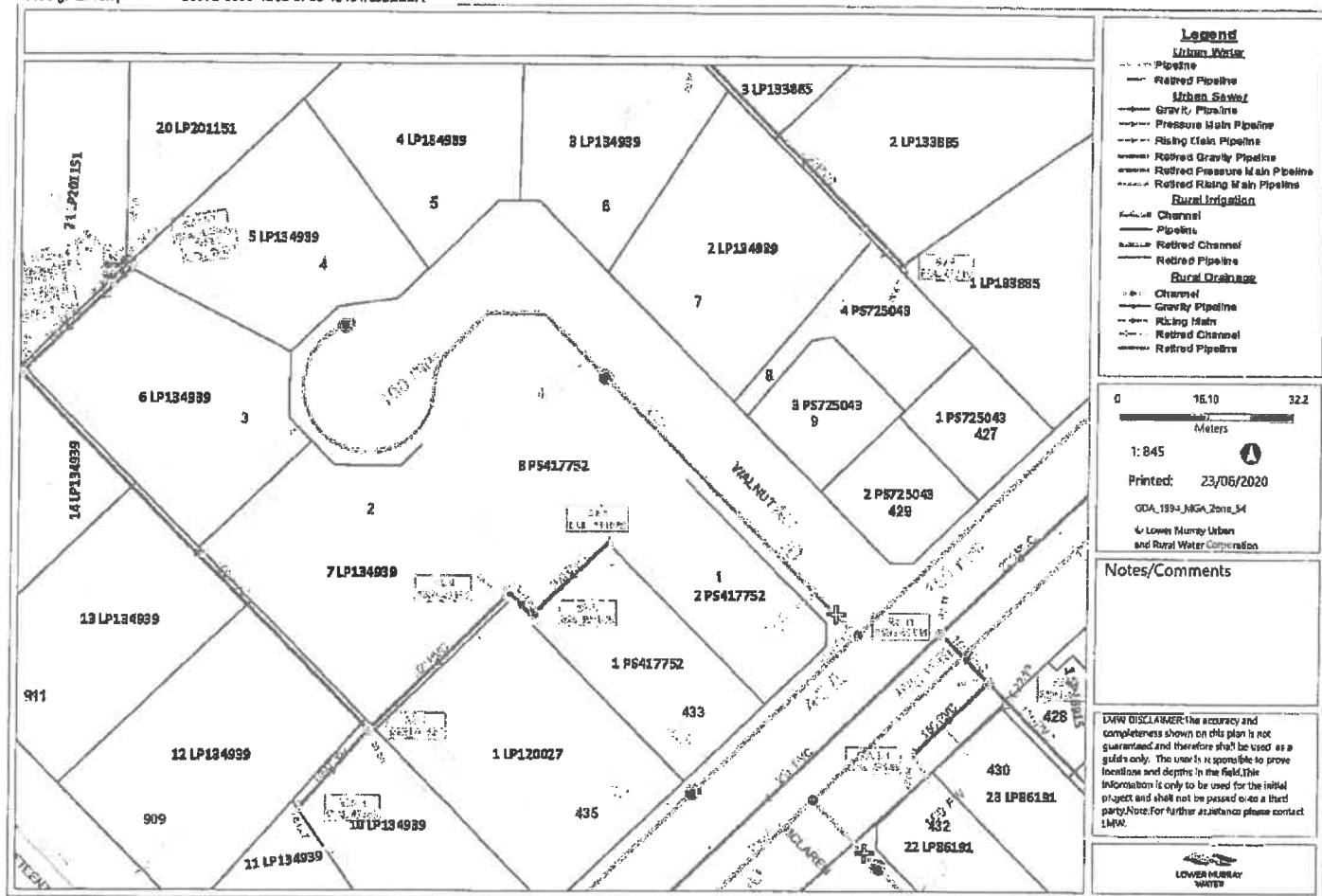
PLEASE NOTE:

Legislative changes in Plumbing Regulations are such that Lower Murray Water is unable to ensure that internal plumbing services are complete. A physical inspection by a Registered/Licensed Plumber is advised.

Property owners of the relevant land are responsible for the operation and maintenance of all internal private services including all drains and service pipes up to the connection point of the Corporation's main.

DISCLAIMER:

Information as to the location of services provided in that statement in accordance with Section 158(3) of the Water Act 1989, relate only to services owned by the Corporation which are located within or adjacent to the property. The Corporation does not accept responsibility for information it attempts to provide to assist in relation to the location of private services within the property, this information provided under Section 158(4) of the Water Act 1989, and should not be relied upon without further physical inspection.





LOWER MURRAY WATER

Statement No: IS20/82470

Page: 1 of 2

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Lower Murray Water hereby states that the above described property has the following Tariffs and Charges raised on the Property and the amounts are due and payable to Lower Murray Water.

NOTE: ALL ARREARS SHOWING ON THIS STATEMENT MUST BE PAID IN FULL ON SETTLEMENT.

NOTE: THIS STATEMENT IS VALID FOR A PERIOD OF THIRTY DAYS FROM DATE OF ISSUE
OR UNTIL THE END OF THE CURRENT PERIOD AS STATED BELOW

TARIFFS AND CHARGES

TARIFFS & CHARGES LEVIED for period:	1/04/2020 to 30/06/2020	
Sewerage Service Tariff		122.19
Water Service Tariff		51.76
Water by Measure to 24/6/2020		200.82
Receipts, Concessions & Rebates		(235.98)
Balance Due		\$138.79

Mildura (Head Office)
T 03 5051 3400
741-759 Fourteenth Street
Mildura Victoria 3500
PO Box 1438
Mildura Victoria 3502
AUSDOC DX 50023

Swan Hill (Area Office)
T 03 5036 2150
73 Beveridge Street
Swan Hill Victoria 3585
PO Box 1447
Swan Hill Victoria 3585
AUSDOC DX 30164

Kerang (Area Office)
T 03 5450 3960
56 Wellington Street
Kerang Victoria 3579
PO Box 547
Kerang Victoria 3579
AUSDOC DX 57908

E contactus@lmw.vic.gov.au

lmw.vic.gov.au



ABN 18 475 808 826

All Emergencies
1800 808 830



PROPERTY SERVICE INFORMATION	
Property Serviced:	Yes
Water Supply:	Potable Water
Sewer Supply:	Reticulated Sewer System

Last Billed Water Consumption Details

Period Of Usage: 26/11/2019 to 2/3/2020 (97 Days)
 107 kl @ \$0.44970 Step1 Rate + 17 kl @ \$0.81840 Step2 Rate = \$62.03

Period Of Usage: 2/3/2020 to 24/6/2020 (114 Days)
 63 kl @ \$0.44970 Step1 Rate + 63 kl @ \$0.81840 Step2 Rate + 56 kl @ \$1.05180 Step3 Rate = \$138.79

Water Meter Details

Serial No.	Size	Date Read	Reading
15w050858	20	24/6/2020	5595

Other Information:

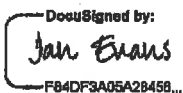
Corporation sewer main located inside property boundary:-

It should be noted that in most instances the integrity of the Corporations sewer mains are protected by way of sewer easements. A Sewer easement can be in the form of a registered easement as depicted on the property title or alternatively as an implied easement as prescribed under section 148 of the Water Act 1989. The Corporation has policies in place which prohibits the placement of buildings and or structures over sewer easements.

If you wish to make the settlement payment for this property via BPay please use the following information: Biller Code 78477 Payment Reference Number 700090483.

This Statement was issued from the Mildura Office

Signed:

DocuSigned by:

 F84DF3A05A28458...

On behalf of:

LOWER MURRAY URBAN & RURAL WATER CORPORATION

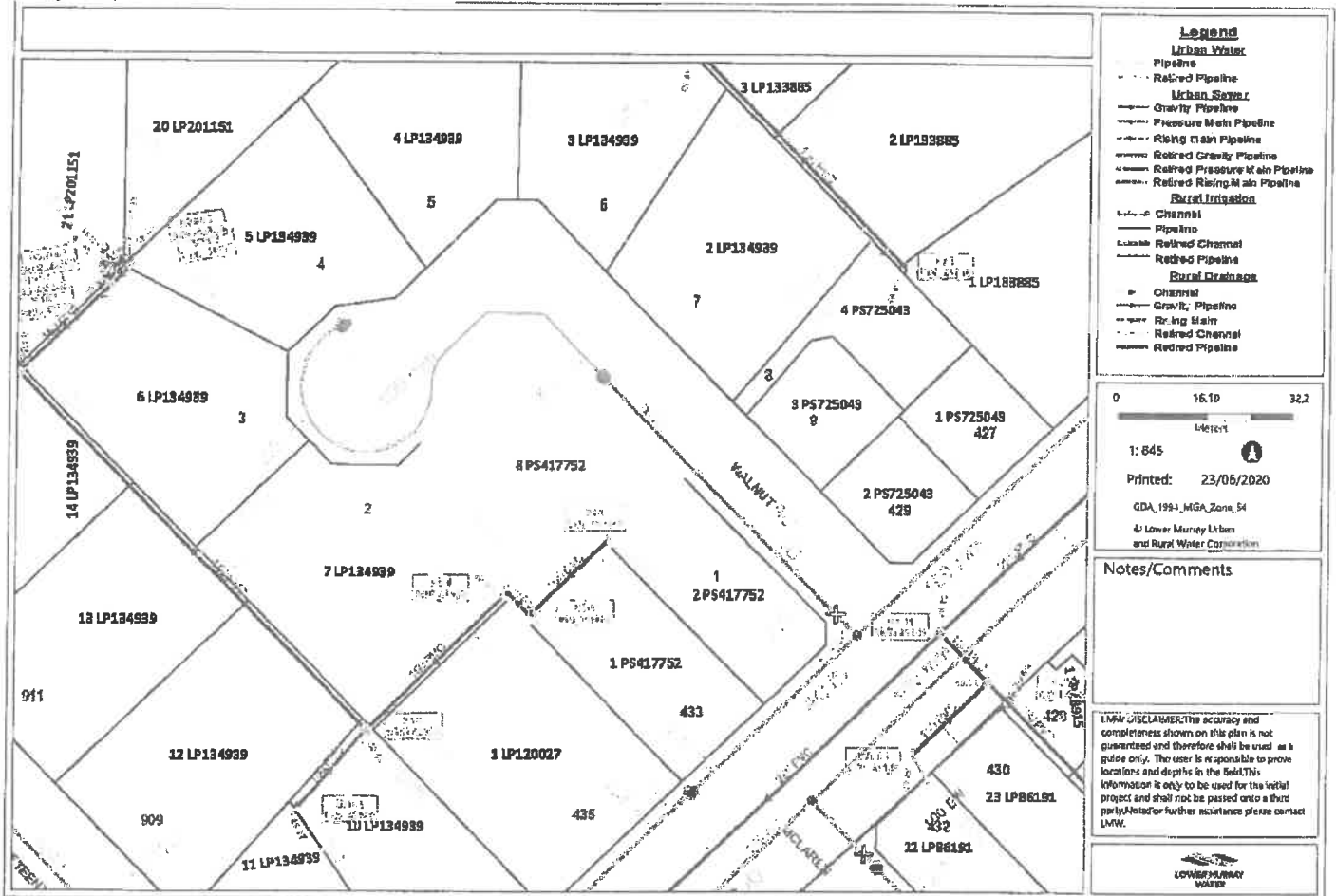
PLEASE NOTE:

Legislative changes in Plumbing Regulations are such that Lower Murray Water is unable to ensure that internal plumbing services are complete. A physical inspection by a Registered/Licensed Plumber is advised.

Property owners of the relevant land are responsible for the operation and maintenance of all internal private services including all drains and service pipes up to the connection point of the Corporation's main.

DISCLAIMER:

Information as to the location of services provided in that statement in accordance with Section 158(3) of the Water Act 1989, relate only to services owned by the Corporation which are located within or adjacent to the property. The Corporation does not accept responsibility for information it attempts to provide to assist in relation to the location of private services within the property, this information provided under Section 158(4) of the Water Act 1989, and should not be relied upon without further physical inspection.



Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / THE LAWRENCE GROUP

Your Reference: 2021185
Certificate No: 39262843
Issue Date: 23 JUN 2020
Enquiries: ESYSPROD

Land Address: 1A WALNUT COURT MILDURA VIC 3500

Land Id	Lot	Plan	Volume	Folio	Tax Payable
28091069	8	417752	10419	714	\$0.00

Vendor: TRUDYANNE BLYTH
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS TRUDY ANNE BLYTH	2020	\$166,000	\$0.00	\$0.00	\$0.00

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

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$484,000
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SITE VALUE:	\$166,000
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AMOUNT PAYABLE:	\$0.00
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Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 39262843

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
5. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - a. vendor, or
 - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
13. You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$166,000

Calculated as \$0 plus (\$166,000 - \$0) multiplied by 0.000 cents.

Land Tax Clearance Certificate - Payment Options

BPAY



Biller Code: 5249
Ref: 39262843

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 39262843

Visa or Mastercard.

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

sro.vic.gov.au/paylandtax



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

The Lawrence Group C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4044

NO PROPOSALS. As at the 22nd June 2020, 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®.

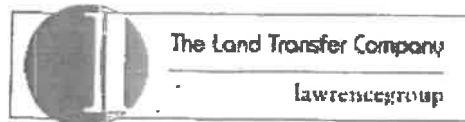
1A WALNUT COURT, MILDURA 3500
RURAL CITY OF MILDURA

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: 22nd June 2020

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 38466554 - 38466554161324 '4044'



Contract of Sale of Real Estate for 1A Walnut Court, Mildura VIC 3500

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and 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,*
- *Special Conditions (if any) and*
- *General Conditions (which are in standard form; see general condition 6.1)*

and in that order of priority.

IMPORTANT NOTICE TO PURCHASERS ON COOLING OFF PERIOD Section 31 - Sale of Land Act 1962

If none of the exceptions listed below applies to you, you may end this Contract within three (3) clear business days of the day **you** sign the Contract. To end this Contract within this time, 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 within this time in accordance with this cooling off provision. If you end the Contract in this way, you are entitled to a refund of all money you paid **EXCEPT** for \$100.00 or 0.2% of the purchase price (whichever is more).

EXCEPTIONS - The three (3) day cooling off period does **not** apply if –

- ▶ You bought the property at or within three (3) clear business days **before or after** a publicly advertised auction
- ▶ The property is used mainly for industrial or commercial purposes
- ▶ The property is more than 20 hectares in size and is used mainly for farming
- ▶ You previously signed a contract with the vendor in substantially the same terms for the same property
- ▶ You are an Estate Agent or a Corporate Body.

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

Off-the-plan sales
Section 9AA(1A)

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% 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.

SIGNING OF THIS CONTRACT:

► **THIS IS A LEGALLY BINDING AGREEMENT – YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.** ◀

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

The authority of a person signing under

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

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

SIGNATURES OF THE VENDOR AND PURCHASER

Signed by the PURCHASER

Date / /2020



Print name of person signing

Authority (e.g. director, under Power of Attorney) if applicable

This offer will lapse unless accepted within three clear business days.

Signed by the VENDOR

Date / /2020

Print name of person signing: Trudy Anne Blyth

Authority (e.g. director, under Power of Attorney) if applicable

The DAY OF SALE is the date by which all parties have signed this contract

PARTICULARS OF SALE

The Vendors Estate Agent

Collie & Tierney First National
67 Lime Ave.
MILDURA VIC 3502 t. 5021 2200

The Vendor

Trudy Anne Blyth

The Vendors Conveyancing Practitioner

The Land Transfer Company
P.O. Box 84 Box Hill 3128
06 Ellingworth Pde. Box Hill 3128
p. 9890 3357 f. 9890 3790 DX 12803 Box Hill
office@landtransfer.com.au

The Purchaser

Name:

Address:



The Purchasers Conveyancing Practitioner

Name:

Address:



The Property Address

1A Walnut Court, Mildura, Victoria 3500

The Land (GC 7 & 13)

Certificate of Title	Being lot	on Plan
Volume 10419 Folio 714	8	PS 417752B

The land includes all improvements and fixtures.

The Goods (GC6.3(f))

All fixed floor coverings, window furnishings, light fittings, fixtures and fittings as inspected.

The Price & Payment

The purchase price is \$



The deposit is \$

The balance is \$ payable at settlement

Date for Settlement (GC17 & 26.2)

The day of 2020
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.

DEPOSIT BOND

- ☐ General Condition 15 applies only if this box is ticked.

BANK GUARANTEE

- ☐ General Condition 16 applies only if this box is ticked.

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 38-40 of the GST Act if the box is checked.
 - ☐ This sale is the sale of a 'going concern' if the box is checked
 - ☐ The margin scheme will be used to calculate GST if the box is checked.

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 agreement 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 positions should be added as special conditions).*

LOAN (General Condition 20)

- ☐ 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 not more than \$..... Approval date:...../...../20

BUILDING REPORT

- ☐ General condition 21 applies if this box is checked

PEST REPORT

- ☐ General condition 22 applies if this box is checked

General Conditions of Contract.

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 electronic signature.
- 1.3 Where the 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 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 document 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.

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract where 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 the purchaser's obligations under this contract.

GENERAL CONDITIONS - TITLE

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 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 Ltd in the month and year set out herein.
- 6.2 The Warranties in general condition 6.3 and 6.4 replace the purchaser's right to make requisitions and enquiries.
- 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 interests 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 or 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 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 S32 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 the 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 the 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 enquiries. 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 all necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER AND 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 cooperate 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 Properties Security 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 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 purpose 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 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 \$5,000.00 or, if a greater amount has been prescribed for the purposes of 47(1) of the *Personal Property Securities Act 2009* (Cth.), not more than the 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 [purpose of general condition 11.4a must be in writing.
- 11.8 A release for the [purpose of general condition 11.4a must be effective in releasing the good from the security interest and be in a form which allows the purchaser to take title to the good free of the security interest.
- 11.9 If the purchaser receives a release under general condition 4a 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 4a the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing charge 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 Security Register.
- 11.11 The purchaser must advise the vendor of any security that is registered on or before the day of sale on the Personal Property Security 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 or 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 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* if the land is subject to 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*.

GENERAL CONDITIONS - 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 amounts 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 express prior objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- a. In cash up to \$1,000.00 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; or
 - 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.

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 ahead of the 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.

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 the 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 purchaser'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 purchasers 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 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 and 4:00 pm unless the parties otherwise agree.
- 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 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 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 subscribers in that workplace of all the electronic network operators after the network locks.
- b. If two or more electronic lodgement network operators meet that description, one may be selected by the incoming purchaser's 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 workplace 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 operator;
- c. deliver all other physical documents and items (other than the good sold by 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 to 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 to 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 sections 34-480 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, unless the margin scheme applies.

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 a 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 the 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 applies only 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 the contract; and
 - c. is not then in default.
- 21.3 All monies 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 ticked.
- 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 monies 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 the 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 the general condition 24 only apply if the purchaser is required to pay to the Commissioner an amount in accordance with section 14-200(3) 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 that is represented by non-monetary consideration.
- 24.5 The purchaser must:
- 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
 - 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:
- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - promptly provide the vendor with proof of payment; and
 - otherwise comply, or ensure compliance with this general condition despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - 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:
- The settlement is conducted through an electronic lodgement network; and
 - 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) 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 that 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 or 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 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 the general condition 25 apply if the purchaser is or may be required to pay to the Commissioner an "amount" in accordance with section 14-25 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 the 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:
- engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects including the performance of the purchaser's obligations under the legislation and this general condition; and
 - 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:
- 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.
 - 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
 - otherwise comply or ensure compliance, with this general condition
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with general condition 25.7 if:
- settlement is conducted through an electronic lodgement network; and
 - 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:
- so agreed by the vendor in writing; and
 - 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:
- 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 14-25 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 14-25; and
- b. the amount described in the 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 arises 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 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.

General conditions - Transactional

26. TIME AND 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 at 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 control) 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 authorised by law or by the Supreme court for service of documents, including any manner authorised for service on or by a legal practitioner whether or not the person serving or receiving the document is a legal practitioner; or
- d. by email.

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.

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*
- 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 insure approved in writing by the vendor;
- b. the purchaser must deliver signed copies of the signed insurance application form, the policies and 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, waterproof 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 the owners or occupiers of the 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 as 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 \$5,000.00 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 pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amount referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for the payment of costs of the resolution of the dispute.

32. BREACH

A party who breaches this contract must pay 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.

GENERAL CONDITIONS TRANSACTIONAL

33. INTEREST

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

GUARANTEE

TO: Trudy Anne Blyth

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the within named Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that It has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE.

Vendor: Trudy Anne Blyth

Purchaser:

Guarantor(s):

IN WITNESS WHEREOF the said Guarantor(s) have set their hands and seals

this day of 2020

SIGNED SEALED AND DELIVERED by)

the said Guarantor(s))

in Victoria in the presence of:]

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