

CONTRACT OF SALE OF REAL ESTATE

Property Address: 7 Gowrie Court SUNBURY VIC 3429

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

The terms of this contract are contained in the:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

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

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

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

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

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

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

SIGNED BY THE VENDOR.....

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

Print name of person signing.....

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Tel: Fax:
Email:

VENDOR

Colin Andrew Macpherson and Cheryl May MacPherson

**VENDOR'S CONVEYANCER
OR LEGAL PRACTITIONER**

Fairhurst Conveyancing
27 Urquhart Street, WOODEND 3442
Tel: 03 54272382 Fax: 03 54274002
Ref:
Email: reception@fairhurst.com.au

PURCHASER

Of

**PURCHASER'S CONVEYANCER
OR LEGAL PRACTITIONER**

of:
Tel: Fax:
Ref: Email:

PROPERTY ADDRESS

The address of the property is 7 Gowrie Court, SUNBURY

LAND (General Conditions 3 & 9)

The land is –
Described in the table below -

Certificate of Title reference	Being lot	On plan
Volume 9613 Folio 557	609	146205G

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND

(General Condition 2.3(f))

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

PAYMENT

(General Condition 11)

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

GST (General Condition 13)

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

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

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

GST – RESIDENTIAL WITHHOLDING NOTICE (SPECIAL CONDITION 12)

The Purchaser is not required to make a GST withholding payment under Section 14-250 of Schedule 1 to the *Taxation administration Act 1953 (Cth)* In relation to this supply of land unless the words “**GST withholding**” appears in this box in which case the vendor will provide further details prior to settlement.

.....

Unless the words “GST withholding” appears in this box, this section serves as Notification to the Purchaser the GST withholding **does not apply**.

SETTLEMENT

(General Condition 10)

Is due on/...../20.....

LEASE

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words ‘**subject to lease**’ appear in this box in which case refer to general condition 1.1, If ‘**subject to lease**’ then particulars of the lease are:

TERMS CONTRACT

(General Condition 23)

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

LOAN

(General Condition 14)

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

Lender:

Loan amount: \$

Approval date:

FOREIGN INTEREST

Is purchaser a Foreign Interest?

Yes No

If the Purchaser is a Foreign Interest, has the Purchaser obtained FIRB approval?

Yes No

For the purposes of this contract “Foreign Interest” means a foreign person as defined in sections 5 or 21A of the *Foreign Acquisitions and Takeover Act 1975* or a person to whom section 26SA of the Act applies.

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words ‘special conditions’ appear in this box:

SPECIAL CONDITIONS

Particulars of Special Conditions:

SPECIAL CONDITIONS

Jointly and Severally

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

Whole Agreement

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

Condition of Property and Chattels

- 3 The Purchaser acknowledges that the Purchaser has inspected the Property and Chattels prior to the day of sale. The Purchaser agrees that the Purchaser is purchasing and will accept delivery of the Property and Chattels in their present condition and state of repair and with any defects existing at the date hereof. The Purchaser agrees that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.

Representation and Warranty as to Building

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

Acceptance of Title

- 5 General Condition 12.4 is added:
12.4 Where the purchaser is deemed by Section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorization referred to in Section 27(1), the Purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

The General Conditions are amended as follows:

- 6 If the deposit paid is more than 10% of the Contract price then the parties agree that General Condition 28.4(a) is amended to read :

"28.4(a) The deposit paid under this Contract (the amount of which the purchaser considers reasonable for this transaction) is forfeited to the Vendor as the Vendor's absolute property, the parties considering the amount represents a reasonable pre-estimate of the vendor's entitlement for damages for breach of an essential term of this contract".

Planning

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

Director's Guarantee and Warranty

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

Foreign Acquisition

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

Certain General conditions excluded.

- 10 General conditions 8, 11.4(a) do not apply to this Contract.

Foreign resident capital gains withholding

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

- 11.1 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the 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.

- 11.2 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 11.3 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 11.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 11.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 11.6 The representative is taken to have complied with the obligations in special condition 11.5 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 11.7 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 11.8 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 11.9 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

12. GST WITHHOLDING

- 12.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 12.2 This special condition 12 applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 12 is to be taken as relieving the vendor from compliance with section 14-255.
- 12.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 12.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.

- 12.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this special condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 12.6 The representative is taken to have complied with the requirements of special condition 12.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 12.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in special condition 12.6.
 - (c) However, if the purchaser gives the bank cheque in accordance with this special condition 12.7, the vendor must:
 - (d) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (e) 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.
- 12.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* before the due date for settlement.
- 12.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 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.
- 12.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 12.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 12.10 ; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

- 12.12 This special condition will not merge on settlement.

Electronic Conveyancing Special Condition

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 13 applies, if the box is marked "EC"

EC

13. This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the Contract of Sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 13.1 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 13.2 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*
 - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 13.3 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 13.4 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 13.5 Settlement occurs when the workspace records that:
 - (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
 - (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 13.6 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 locking of the workspace at the nominated settlement time, settlement in accordance with special condition 13.5 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 13.7 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 13.8 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 13.9 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Electronic Signature

14.

- (i) In this special 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
- (ii) The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- (iii) Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- (iv) This contract may be electronically signed in any number of counterparts which together will constitute the one document
- (v) 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.
- (vi) Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but failure to comply with the request does not affect the validity of this contract.

Time of the Essence

15. The purchaser agrees time remains of the essence of this contract pursuant to general condition 16.1 despite any extension of time (express or implied) granted by the vendor.

Non-Merger

16. If any provision of this Contract remains to be performed or is capable of having effect after the Settlement Date, that provision:
- (a) Shall remain in full force and effect despite the settlement of this sale; and
 - (b) Shall not merge in the Instrument of Transfer for the Property

Building Report (this special condition only applies if the Box is marked X)

17. Building Report

17.1 The Purchaser may end this contract within 7 days from the day of sale if the purchaser;

- (a) obtains a written report from a registered building practitioner which discloses a current defect in a Structure on the land and designates it as a major building defect.
- (b) gives the Vendor a copy of the report and a written notice ending this contract, and
- (c) is not in default under any other condition of this contract when the notice is given

17.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this Special Condition.

17.3 A notice under this special 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.

17.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of Preparing the report.

Pest Report (this special condition only applies if the Box is marked x)

18. Pest Report

18.1 The purchaser may end this contract within 7 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.
- (b) gives the vendor a copy of the report and a written notice ending this contract, and
- (c) is not in default under any other condition of this contract when the notice is given

18.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition .

18.3 A notice under this special 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.

18.4 The pest control operator may inspect the property at any reasonable time for the purposes of preparing the report.

Foreign Investment Policy

19.

(a) in the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract the Purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the Treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part II of the Foreign Acquisitions and Takeovers Act 1975.

(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

COVID-19 (Coronavirus disease)

20. The parties agree that should the Australian or Victorian Governments require the party to be quarantined or to be in self-isolation due to the outbreak of the Covid-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of quarantine or self-isolation as soon as practicably possible. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

For the benefit of both parties to this transaction, should either party:

- (a) Contract the Covid-19 virus;
- (b) Be placed in quarantine or isolation in the property;
- (c) Be directed to quarantine or self-isolate in the property; or
- (d) Need to care for an immediate member of their household or family in the property who is directly affected by (a) to (c) above –

Then the parties agree that the following provisions shall apply:

- (i) The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a General Practitioner or other specialist and permitted to leave the property.
- (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.'
- (iii) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property.
- (iv) If the Vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
- (v) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

21. Carport No Building Permit or Final Inspection Certificate

- (a) The Purchaser acknowledges and agrees with the statements in this clause.
- (b) The Purchaser has been informed that the Carport (**the Works**) has been carried out on behalf of the Vendor by a Registered Builder and that no Building Permit or Certificate of Final Inspection was obtained for such works and that the Vendor will not be providing a Building Permit or Certificate of Final Inspection for such works.
- (c) The Purchaser has conducted a due diligence investigation and satisfied itself in all respects about the following:
 - i. the quality and completion of the Works;
 - ii. the absence of a Building permit and Certificate of Final Inspection for the Works;
 - iii. the viability of the purchase and the value of the property having regard to the Works and the absence of a Building Permit and Certificate of Final Inspection.

(the Disclosed Matters)
- (d) The Purchaser accepts the Disclosed Matters.
- (e) The Purchaser must not:
 - i. make any objection, requisition or claim (for compensation, damages or otherwise);
 - ii. bring any proceedings against the Vendor;
 - iii. delay completion or settlement of the purchase or contract;
 - iv. rescind or terminate this contract;
 - v. call upon the Vendor to amend any title;
 - vi. call upon the Vendor to pay any amount;for or in respect of any thing associated with the Disclosed Matters.
- (f) The Purchaser has entered into this contract as a result of its due diligence and assessment and has not relied on any representations made by the Vendor or their agents about the Disclosed Matters.
- (g) The Vendor and their agents have made no representations nor given any warranties in respect of the Disclosed Matters other than those contained in this Contract.
- (h) The Purchaser indemnifies and holds the Vendor harmless from and against all losses, liabilities, claims, actions, damages, costs and expenses suffered, incurred or asserted against the Vendor arising out of or relating to the Disclosed Matters.

GUARANTEE and INDEMNITY

I/We,
of
and
of

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)
in the presence of:)

.....
Director (Sign)

Witness.....

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)
in the presence of:)

.....
Director (Sign)

Witness.....

FORM 2
CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS
Part 2 being Form 2 prescribed by the former Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. Services

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

- 7.1 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.
- 7.2 Subject to general conditions 7.3 and 7.4, the vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the security interest in respect of the property; 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 the due date for settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the [Personal Property Securities Act 2009 \(Cth\)](#) indicating that, on the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted—
- if the security interest is registered in the Personal Property Securities Register.
- 7.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that—
- (a) is not described by serial number in the Personal Property Securities Register; and
 - (b) is predominantly used for personal, domestic or household purposes; and
 - (c) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the [Personal Property Securities Act 2009 \(Cth\)](#), not more than that prescribed amount.
- 7.5 A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 7.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.7 In addition to ensuring a release is received under general condition 7.2(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.9 If the purchaser does not provide an advice under general condition 7.8, 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.
- 7.10 If settlement is delayed under general condition 7.9, 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.
- 7.11 Words and phrases used in general condition 7 which are defined in the [Personal Property Securities Act 2009 \(Cth\)](#) have the same meaning in general condition 7.

8. Builder warranty insurance

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

9. General law land

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.

9.5 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
- (c) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if :

- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do 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)
- (c) and all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) 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
- (b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

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

14. Loan

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

15. Adjustments

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

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

- 17.1 Any document sent by
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000**
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents including any manner authorised for service on or by a legal practitioner .
 - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used

18. Nominee

The purchaser may nominate a substitute or additional purchaser, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. Liability of signatory

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

20. Guarantee

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

21. Notices

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Inspection

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

23. Terms contract

23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962:**

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (c) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

VENDOR:

Colin Andrew Macpherson and Cheryl May
MacPherson

PURCHASER:

Contract of Sale
(Real Estate)

PROPERTY:

7
Gowrie Court
SUNBURY

VENDOR'S CONVEYANCER:

Fairhurst Conveyancing & Secretarial Services
27 Urquhart Street
Woodend 3442

Tel: 5427 2382
Fax: 5427 4002
Ref:

PURCHASER'S REPRESENTATIVE:

Tel:
Fax:
Ref:

- (ii) name of the responsible authority Hume City Council Planning Scheme
- (iii) zoning of the land As contained in attached Planning Property Report
- (iv) name of any planning overlay affecting the land: As contained in attached Property Report

4. **32D Notices made in respect of land**

- (a) Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the property of which the vendor might reasonably be expected to have knowledge:
- (b) Whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:
- (c) particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***.

Is as follows: Apart from anything herein disclosed, none to the Vendors knowledge, however 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. **32E Building permits**

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence):

No such Building permit has been granted.

6. **32F Information relating to any owners corporation**

The land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*

7. **32G Growth areas infrastructure contribution**

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

8. **32H Disclosure of non-connected services**

The following services are not connected to the land – Nil

The Vendor advises that Electricity, Gas, Telephone, Water and Sewerage are all available but may not be connected at settlement. The Purchaser is responsible for the connection/re-connection of services and the associated costs.

9. **32I Evidence of Title**

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

- (a) in the case of land under the ***Transfer of Land Act 1958***, 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;

10. **Due Diligence Checklist**

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

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

The day of this Statement is the day of 20

Signed by the Vendor.....

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

The date of this acknowledgement is the day of 20

Signed by the Purchaser.....

Register Search Statement - Volume 9613 Folio 557

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

VOLUME 09613 FOLIO 557

Security no : 124087317221F
Produced 23/12/2020 09:03 PM

LAND DESCRIPTION

Lot 609 on Plan of Subdivision 146205G.
PARENT TITLE Volume 09592 Folio 187
Created by instrument LP146205G 06/06/1985

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
COLIN ANDREW MACPHERSON
CHERYL MAY MACPHERSON both of 7 CAMELIA ST ST ALBANS
P151515R 26/04/1989

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE LP146205G 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: 7 GOWRIE COURT SUNBURY VIC 3429

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information
via LANDATA® System. Delivered at 23/12/2020, for Order Number 65835968. Your reference: 16014.

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NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.**

LP146205

EDITION 1
~~PARTIAL TOWNSHIP CHARTER~~ CHARTER 8

PLAN OF SUBDIVISION
PART OF W.I.T. CLARKE'S CROWN SPECIAL SURVEY

PARISH OF BUTTLEJORRK
COUNTY OF BOURKE



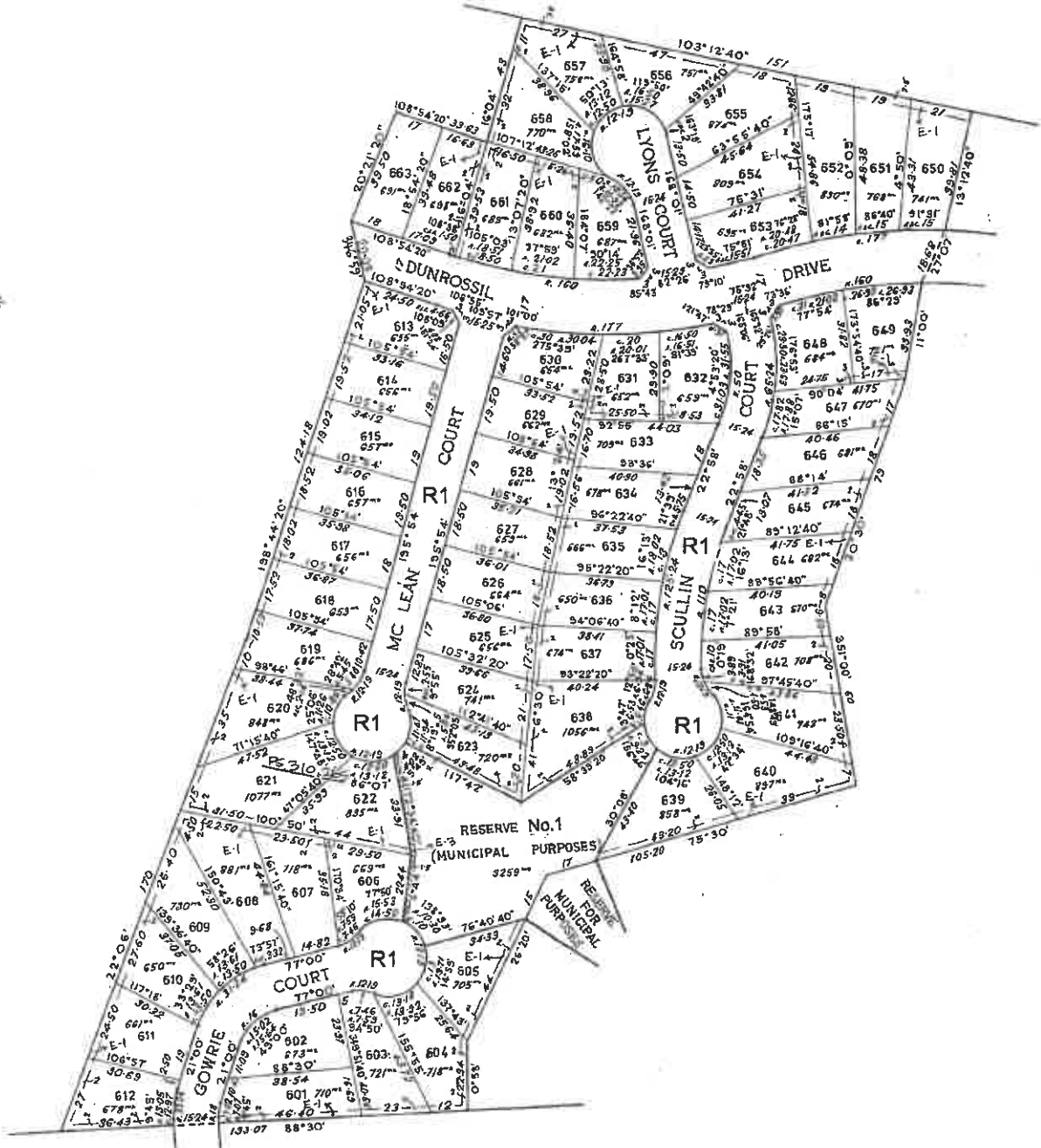
LENGTHS ARE IN METRES

APPROPRIATIONS	ENCUMBRANCES & OTHER NOTATIONS
BLUE — DRAINAGE & SEWERAGE	LOTS ONE TO 600 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THE PLAN
BROWN — WAY, DRAINAGE & SEWERAGE	
GREEN HATCHED —	

Use of the State Electricity Commission of Victoria for power line purposes pursuant to Section 103A of the State Electricity Commission Act 1958.

Vol. 9555 Fol. 739

APPROVED 6/6/1985
COLOUR CONVERSION
BLUE = E-1
BROWN = R-1
GREEN HATCHED = E-3





Your rates and valuation notice

For the period 1 July 2020 to 30 June 2021

ABN: 14 854 354 856



C A MACPHERSON &
C M MACPHERSON
7 GOWRIE CT
SUNBURY VIC 3429

PROPERTY NUMBER: 201479
PAYMENT REFERENCE: 9070616
DATE OF ISSUE: 31/08/2020



For emailed notices:
hume.enotices.com.au
Reference: 24EBE4005Z

024
R6_9357

Supporting our community through COVID-19
Hume City Council is providing rate relief to support our
community. Please see the attached brochure for information.

PROPERTY DETAILS

7 GOWRIE CT SUNBURY VIC 3429
Lot 609 LP 146205 Vol 9613 Fol 557
110-DWELLING

Site Value

\$305,000

Capital Improved Value

\$495,000

Net Annual Value

\$24,750

Level of Value Date: 01/01/2020

Date Adopted for Rating Purposes: 01/07/2020

* Council has been appointed agent to collect these funds on behalf of the Victorian Government.

RATES, CHARGES AND REBATES

General Rate	0.0033216 x \$495,000	\$1,644.10
Fire Service Levy Residential Fixed*	\$113.00	\$113.00
Fire Service Levy Residential Variable*	.000054 x \$495,000	\$26.70
Pension Rebate State		-\$241.00
Pension Rebate Council		-\$38.00
Pension Rebate on Fire Services Levy		-\$50.00
Covid-19 Council Rates Relief		-\$12.00
Total Amount Due		\$1,442.80

INSTALMENT 1
\$350.80
Payable 30/09/2020
INSTALMENT 2
\$364.00
Payable 30/11/2020
INSTALMENT 3
\$364.00
Payable 28/02/2021
INSTALMENT 4
\$364.00
Payable 31/05/2021



[Handwritten signatures and scribbles]

HOW TO PAY



BPAY (BPAY View Registration No: 9070616)
Access Bpay via your internet banking
BILLER CODE: 12500
REF: 9070616



DIRECT DEBIT
Register online at
hume.vic.gov.au/rates to arrange
automatic payment of your account



POST BILLPAY
BILLPAY CODE: 0862
REF: 9070616



IN PERSON
Pay at your nearest Post Office. Due to
COVID-19, Council's Customer Service
Centres are closed until further notice.



*862 9070616



MAIL
Send this slip with your cheque made
payable to: Hume City Council,
PO Box 119 Dallas 3047



ONLINE OR PHONE
Call 13 18 16 or visit hume.vic.gov.au/pay



Tax Invoice #2940855 (ABN 67 433 835 375)
Issued 17 November 2020
PO Box 2371 Sunbury DC Victoria 3429

WesternWater.com.au
Call 1300 650 422 - faults & account queries
SMS 0480 015 200 - account queries only

C. A & C M MacPherson
7 Gowrie Ct
SUNBURY VIC 3429

Account Number
19-1135-0400-01-9
Amount Due
\$ 263.59
Pay by
15 December 2020

Next Reading: March 2021
Service Address: 7 Gowrie Ct, Sunbury VIC 3429

Payment assistance:
We have a number of options available if you're finding it difficult to pay. Call 1300 650 422 or visit WesternWater.com.au

To close your account:
Visit WesternWater.com.au/close to see what you need to do.

Government concession:
Has been applied.

Opening Balance	\$276.30
Payment received on 31 Aug 2020	\$75.00 CR
Payment received on 13 Sep 2020	\$75.00 CR
Payment received on 19 Sep 2020	\$50.00 CR
Payment received on 29 Sep 2020	\$76.30 CR
Balance	\$0.00
Western Water - Current Charges	
Pension Concession	\$110.84 CR
Drinking Water Usage Charge	\$114.38
Water Service Availability Charge	\$68.32
Sewerage Service Availability Charge	\$157.43
Melbourne Water - Waterways Charge	\$34.30
Total	\$263.59

Total Amount Due **\$263.59**

COPY

Payment help
Contact us for more time to pay, a payment plan or other help

Manage your account online
Go to my.westernwater.com.au

WATER USAGE

Service Meter		Previous		Current		Consumption
Number	Number	Date	Reading	Date	Reading (Kilolitres)	
MS47556	04W797041	29/07/20	2101	13/11/20	2158	57.000kL

USAGE CALCULATION for 29/07/20 to 13/11/20 (107 days)

Daily Calculation*	Your Usage	Amount
Tier 1 (0-440 L/day)	47.080kL @ \$1.8987/kL	\$89.39
Tier 2 (441-880 L/day)	9.920kL @ \$2.5152/kL	\$24.99
	-----	-----
	57.000kL	\$114.38

*Tier tariffs: adjusted according to the days in your reading period & applied on a daily basis.

WATER SERVICE

Service No.	Size	Date From	Date To	Days	Rate	Amount
MS47556	20mm	01/11/20	28/02/21	120	@ \$0.5693 per day	\$68.32

SEWERAGE SERVICE

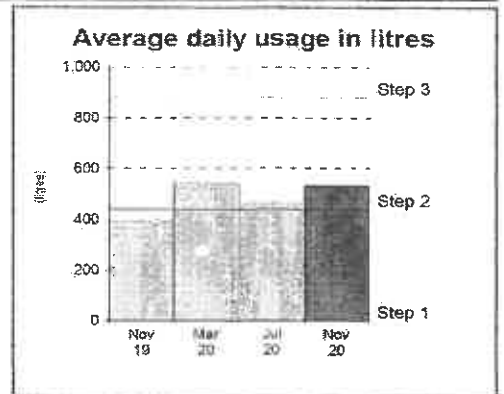
Service No.	Date From	Date To	Days	Rate	Amount
MS47556	01/11/20	28/02/21	120	@ \$1.3119 per day	\$157.43

WATERWAYS CHARGE - CHARGED ON BEHALF OF MELBOURNE WATER

Service No.	Date From	Date To	Days	Rate	Amount
MWS112223	01/11/20	28/02/21	120	@ \$0.2858 per day	\$34.30

Information:

- The Privacy and Data Protection Act 2014 (Vic) and our Privacy Charter explain how Western Water collects and handles your personal information. Visit WesternWater.com.au for a copy.
- Interpreter Service: Call 131 450.
- National Relay Service: TTY users phone 133 677 then ask for 1300 650 422. Speak and Listen users phone 1300 555 727 then ask for 1300 650 422.
- The Waterways and Drainage Charge is collected on behalf of Melbourne Water. It's used to protect and improve the health of rivers and creeks in the Port Phillip and Westernport region. It also assists with drainage, flood protection and flood warning systems in rural and urban areas as well as urban development planning. Customers in rural areas are charged at a lower rate to reflect the reduced services provided compared to urban customers. Learn more at MelbourneWater.com.au/wwdc.



Average use (last year): 394 L/day
 Average use (this bill): 532 L/day
 Average daily cost (this bill): \$2.46 per day



Direct Debit
 Call 1300 650 422 or visit
WesternWater.com.au to apply



MyWesternWater
 Manage your account
 and make credit card
 payments at
my.westernwater.com.au

Telephone & Internet Banking - BPAY®

Billers Code: 757955
Ref: 1911 3504 0001 9

Contact your bank, or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

Telephone, internet and in-store payments

Billpay Code: 0131
Ref: 1911 3504 0001 9

Pay in person at any Post Office, by phone on 13 18 16, or go to postbillpay.com.au

Post
 Mail your cheque with this payment slip to: PO Box 2371
 SUNBURY DC VIC 3429.

Centrepay
 Make regular deductions from your Centrelink payments.
 Call 1300 650 422
 or visit Centrelink.gov.au.
 Western Water Ref: 555-019-336-H
 Your Account No: 1911350400019

Account Number
19-1135-0400-01-9

Amount Due
\$ 263.59

Pay by
15 December 2020



*131 01911350400019

CARPORT

Tax Invoice for information purposes only

J.A.L.A CONSTRUCTIONS

TAX INVOICE

To: Colin and Cheryl Macpherson.

Date: 23/11/2020.

Attention: Colin and Cheryl

Invoice No: C and C Macpherson 03

Re: Completion of works as agreed

Total carpentry price not inclusive of G.S.T \$6,420.00

Previously paid \$4,500.00

This invoice: Completion of the supply and installation of posts roof trusses, roof batons

Total \$1,920.00

Add G.S.T \$192.00

Total owing inclusive of G.S.T \$2,112.00

Total remaining to invoice not inclusive of G.S.T NIL

PAYMENT WITHIN AS AGREED IN CONTRACT

Payment details:

Account No: 410890

B.S.B: 033 118

Please do not hesitate to contact me with any queries you may have.

Kind regards,

Andrew Caldone.

P/O Box 672 Sunbury, 3429

Phone/ Fax: 9744 5459

Mobile: 0439 909 002

ABN: 18736514541

From www.planning.vic.gov.au on 04 January 2021 10:55 AM

PROPERTY DETAILS

Address: **7 GOWRIE COURT SUNBURY 3429**

Lot and Plan Number: **Lot 609 LP146205**

Standard Parcel Identifier (SPI): **609\LP146205**

Local Government Area (Council): **HUME** www.hume.vic.gov.au

Council Property Number: **201479**

Planning Scheme: **Hume** planning-schemes.delwp.vic.gov.au/schemes/hume

Directory Reference: **Melway 362 D11**

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Western Water**

Melbourne Water: **inside drainage boundary**

Power Distributor: **JEMENA**

STATE ELECTORATES

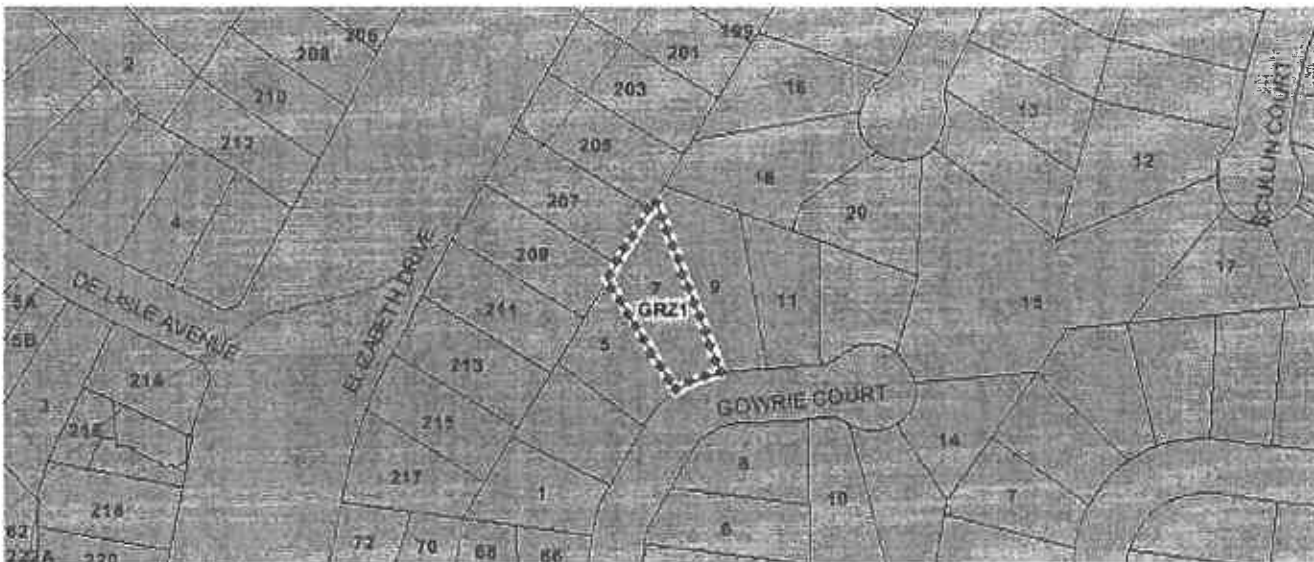
Legislative Council: **WESTERN METROPOLITAN**

Legislative Assembly: **SUNBURY**

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.

Copyright © - State Government of Victoria

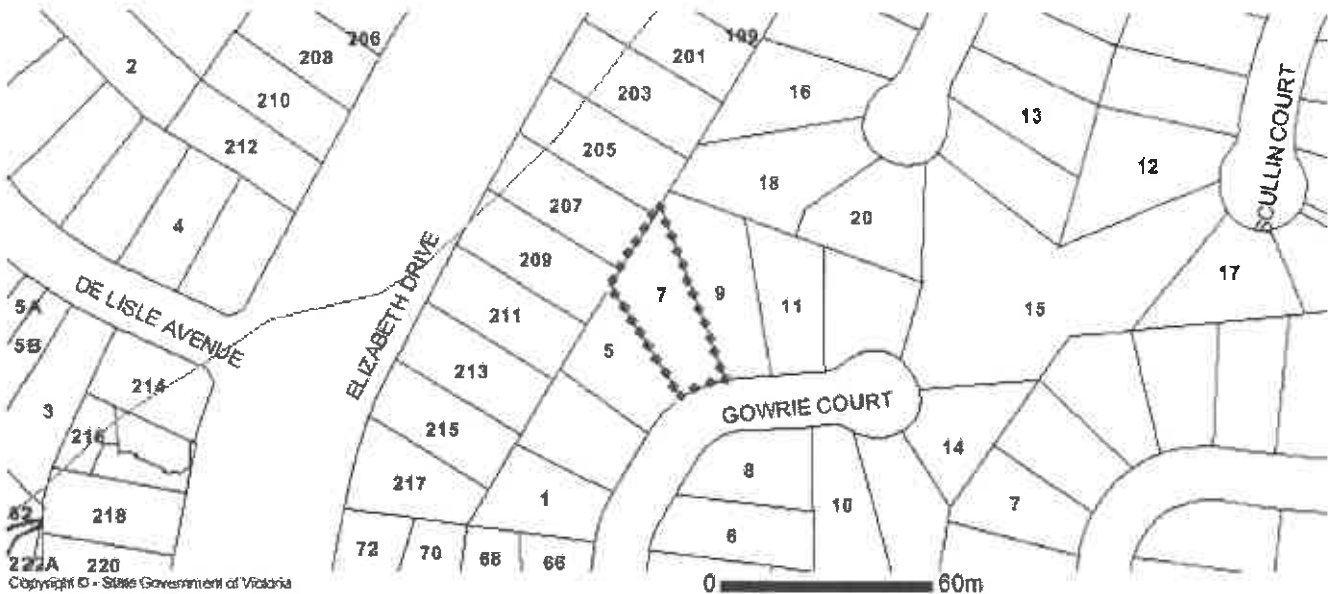
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

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

Planning Overlay

None affecting this land - there are overlays in the vicinity

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



 LSIO - Land Subject to Inundation

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

Further Planning Information

Planning scheme data last updated on 22 December 2020.

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

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

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendor:

Colin Andrew Macpherson and Cheryl May MacPherson

Vendor's Section 32 Statement

Property:

7 Gowrie Court, SUNBURY, 3429

Vendor's Conveyancer:

Fairhurst Conveyancing
& Secretarial Services
27 Urquhart Street, Woodend, 3442
Tel: (03) 5427 2382
Fax: (03) 5427 4002

