



CONTRACT OF SALE

756 TEESDALE-INVERLEIGH ROAD, TEESDALE VIC 3328

**SARAH JENNIFER NEVILE
(VENDOR)**

TW:22005333

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CONTRACT OF SALE OF REAL ESTATE

Part 1 of form of contract published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd

Property Address: 756 Teesdale-Inverleigh Road, Teesdale VIC 3328

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

The terms of this contract are contained in the -

- particulars of sale; and
 - special conditions, if any; and
 - general conditions
- in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

on

____/____/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 [10] clear business days (3 clear business days if none specified).

SIGNED BY THE VENDOR

on

____/____/20____

print name(s) of person(s) signing

Sarah Jennifer Neville

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.

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

IMPORTANT NOTICE TO PURCHASERS OF "OFF THE PLAN" PROPERTIES

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

- Subject to the limit set by subsection 9AA(1)(b) of the *Sale of Land Act 1962*, the purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract, up to 10 per cent of the purchase price; and
- A substantial period of time may elapse between the day on which the purchaser signs the contract for sale and the day on which the purchaser becomes the registered proprietor of the lot; and
- The value of the lot may change between the day on which the purchaser signs the contract for sale of that lot and the day on which the purchaser becomes the registered proprietor.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT			
Name:	REAL ESTATE GEELONG		
Address:	52 North Valley Road, Highton VIC 3216		
Telephone:	0419 315 727	Fax:	
		DX:	
		Email:	wes@realestate-geelong.com.au
Ref:			
VENDOR			
Name:	SARAH JENNIFER NEVILE		
Address:	756 Teesdale-Inverleigh Road, Teesdale VIC 3328		
Telephone:		Fax:	
		DX:	
		Email:	
VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER			
Name:	HARWOOD ANDREWS		
Address:	70 Gheringhap Street Geelong 3220		
Telephone:	03 5226 8560	Fax:	03 5225 5222
		DX:	22019
		Email:	twillis@ha.legal
Ref:	Tracy Willis:22005333		
PURCHASER			
Name:			
Address:			
Telephone:		Fax:	
		DX:	
		Email:	
PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER			
Name:			
Address:			
Telephone:		Fax:	
		DX:	
		Email:	
Ref:			
LAND (general conditions 3 and 9)			
The land is described in the table below -			
Certificate of Title reference	being lot	on plan	
Volume 3321 Folio 056	1	TP915885Q	
The land includes all improvements and fixtures.			
PROPERTY ADDRESS			
The address of the land is 756 Teesdale-Inverleigh Road, Teesdale VIC 3328			
GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)			
Electric light fittings, fixed floor coverings and window furnishings (which are included in the price).			
PAYMENT (general condition 11)			
Price	\$.....		
Deposit	\$..... on signing of this contract (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:	<div>////////////////////////////////////</div>
If this is a sale of a "farming business" or "going concern" then add the words " farming business " or " going concern " in this box:	<div>////////////////////////////////////</div>
If the margin scheme will be used to calculate GST then add the words " margin scheme " in this box:	<div>////////////////////////////////////</div>
SETTLEMENT (general condition 10)	
is due on ____/____/____ unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:	
<ul style="list-style-type: none">the above date; or14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.	
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:	<div>////////////////////////////////////</div>
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.	<div>////////////////////////////////////</div>
LOAN (general condition 14)	
The following details apply if this contract is subject to a loan being approved:	
Lender:	
Loan amount: \$	
Approval date:	
GST WITHHOLDING NOTICE	
The purchaser is not required to make a GST withholding payment under section 14-250 of Schedule 1 to the <i>Taxation Administration Act 1953</i> (Cth) in relation to this supply of land unless the words " GST withholding applies " appear in this box in which case the vendor will provide further details before settlement.	<div>////////////////////////////////////</div>
Unless the words "GST withholding applies" appear in this box, this section serves as a notification for the purposes of section 14-255 of Schedule 1 to the <i>Taxation Administration Act 1953</i> (Cth).	
SPECIAL CONDITIONS	
This contract does not include any special conditions unless the words ' special conditions ' appear in this box.	<div>special conditions</div>
If the contract is subject to ' special conditions ' then particulars of the special conditions are as follows on the next page:	

SPECIAL CONDITIONS

1. Definitions

Unless the context otherwise requires:

- 1.1. **Claim** means any and all claims, actions, disputes, differences, requisition, objection, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) or whatever nature and however arising.
- 1.2. **Due Diligence Checklist** means a due diligence checklist that is required to be given by a vendor or a vendor's estate agent in accordance with Division 2A or Part II of the Sale of Land Act.
- 1.3. **Duties Form** means the all-in-one online duties form required by the State Revenue Office for duty assessment purposes.
- 1.4. **Form One** means the 'GST property settlement withholding notification form' required to be lodged with the Australian Taxation Office (**ATO**) by purchasers who are required to withhold an Amount.
- 1.5. **Form Two** means the 'GST property settlement date confirmation' required to be lodged with the ATO by purchasers.
- 1.6. **Outgoings** means any rates, taxes, utility charges, assessments or other outgoings related to the Land, and in relation to Land Tax, means the vendor's liability for Land Tax with respect to the Land.
- 1.7. **Restricted Right** means any:
 - 1.7.1. Claim;
 - 1.7.2. withholding or delayed payment of, or demand of a reduction in, the price; and
 - 1.7.3. delay or refusal to settle or complete the purchase pursuant to this contract,whether made or exercised directly by the purchaser or indirectly on behalf of the purchaser.
- 1.8. **Vendor's Statement** means the statement pursuant to Section 32 of the Sale of Land Act which is attached to this contract.
- 1.9. **Withholding Legislation** means Schedule 1 of the Taxation Administration Act 1953 (Cth) as amended by Treasury Laws Amendment (2018 Measures No.1) Act 2018 (Cth).
- 1.10. Words importing the singular include the plural; words importing the plural include the singular; words importing one gender include the other gender.
- 1.11. In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this contract and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.
- 1.12. In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.
- 1.13. Any provision of this contract which is capable of taking effect after completion of this contract shall not merge on transfer to the purchaser of the property but shall continue in full force and effect.

- 1.14. No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.
- 1.15. Where this contract provides for the vendor to form an opinion then the vendor may form that opinion entirely in its discretion without being subject to any measure or standard.

2. Joint Obligations

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this contract and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

3. Vendor's Statement

The purchaser acknowledges that prior to signing this contract or any other documents relating to this sale, the purchaser received from the vendor a Vendor's Statement and a Due Diligence Checklist.

4. Entire Agreement

- 4.1. The purchaser acknowledges there are no conditions warranties or other terms affecting the sale other than those embodied in this contract and the purchaser is not entitled to rely upon any representations made by or on behalf of the vendor except for those in this contract.
- 4.2. Representations, promises conditions warranties or other items leading up to this contract which are not expressed in this contract or in the Vendor's Statement are expressly negated and withdrawn.

5. Easements, Planning Restrictions and Buildings

- 5.1. The purchaser acknowledges that the property is purchased:
 - 5.1.1. subject to all registered and implied easements existing over or upon or affecting the property and the easements appropriated by any plan of subdivision (whether registered or unregistered) affecting the property;
 - 5.1.2. subject to any restriction on use or development under any planning schemes affecting the property; and
 - 5.1.3. with all improvements on and forming part of the land existing at the day of sale and in its present state of repair and condition and subject to any defects with regard to its construction, condition, position or state of repair at the day of sale.
- 5.2. The vendor gives no warranty that the improvements on the land comply with current building legislation.
- 5.3. Any breach or non-compliance with any matter referred to in this special condition, or disclosed in the Vendor's Statement does not constitute a defect in title and the purchaser cannot make any requisition objection or claim for compensation or exercise any Restricted Right in respect to any breach or non-compliance with any matter referred to in this special condition and the vendor is under no liability or obligation to the purchaser to carry out any improvements, alterations, repairs or other work to the property.

6. Certain General Conditions Excluded or Varied

- 6.1. General Condition 7, 8 and sub-clauses 24.4 to 24.6 inclusive of General Condition 24 do not apply to this contract.
- 6.2. General condition 6 is deleted and replaced by the following:
 - 6.1 *The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement.*
 - 6.2 *If the purchaser has not delivered the transfer of land as required by general condition 6.1:*
 - (a) *the vendor is not obliged to complete this contract;*

(b) *the purchaser is deemed to have defaulted in payment of the balance of the price; and*

(c) *the purchaser must pay interest from the settlement date, until the expiry of 7 business days after delivery of the transfer.*

6.3 *The delivery of the transfer of land document is not acceptance of title.*

6.3. General condition 11.6 is amended by changing the reference to "3 bank cheques" to "5 bank cheques".

6.4. General Condition 12.1(a)(ii) is varied by replacing it as follows:

12.1(a)(ii) if there are any debts, the total amount of those debts does not exceed the balance due at settlement net of the amount of the deposit; and

6.5. General condition 12 is varied to include the following:

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

12.5 *if the purchaser does not validly object to the release of the deposit within 28 days of receiving a notice under section 27(3) of the Sale of Land Act, the vendor will be deemed to have provided proof to the reasonable satisfaction of the purchaser of the matters referred to in General Condition 12.1(a)(i) or (ii), as the case may be.*

6.6. General condition 15.3 is added:

15.3 *The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.*

6.7. General condition 18 is deleted and replaced by the following:

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

18.2 *The nomination form shall be deemed to be executed as a deed (regardless of whether the form is expressed to be executed as a deed) and by execution and submission of a nomination form executed by a nominee, the nominee:*

(a) *agrees to be bound by the obligations of the purchaser under this contract; and*

(b) *gives on its own behalf the acknowledgements, representations, warranties and agreements given by the purchaser under this contract of sale including, without limitation, the purchaser's agreement under general condition 13.6.*

18.3 *The vendor is not bound to act in accordance with a nomination unless the purchaser has provided written notice of the nomination and the fully executed sale of real estate nomination form (or such other documents evidencing the nomination) to the vendor not less than 10 business days prior to settlement."*

6.8. General condition 26 is amended by replacing "2%" with "5%".

6.9. If the deposit paid is more than 10% of the 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.*

6.10. General condition 28.4(c) is amended by deleting the words 'within one year of the contract ending'.

7. Service

General condition 17 is replaced with the following:

17.1 *All notices and other communications provided for or permitted by this contract must be sent by:*

(a) *prepaid mail;*

- (b) *hand delivery;*
- (c) *facsimile; or*
- (d) *email*

to the addresses of the parties as specified in this contract or to such other address or person as any party may specify by notice in writing to the other party or parties, and may be sent by an agent, employee or director of the party sending the notice.

17.2 *Each notice or communication will be deemed to have been duly received:*

- (a) *not later than two business days after being deposited in the mail with postage prepaid;*
- (b) *when delivered by hand;*
- (c) *if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number; or*
- (d) *if sent by email at the time of receipt as provided in section 13A of the Electronic Transactions (Victoria) Act 2000*

but if the delivery, receipt or transmission is not on a business day or is after 5.00pm (addressee's time) on a business day, the notice is taken to be received at 9.00am (addressee's time) on the next business day.

17.3 *A notice or other communication connected with this contract has no legal effect unless it is in writing.*

17.4 *A notice sent or delivered in a manner provided by general condition 17.1 must be treated as validly given to and received by the party to which it is addressed even if:*

- (a) *the addressee has been liquidated or deregistered or is absent from the place at which the notice is delivered or to which it is sent; or*
- (b) *the notice is returned unclaimed.*

17.5 *A party may change its address for service, facsimile number or email address by giving notice of that change to each other party, not more than 7 days after the change has taken place.*

17.6 *If the party to which a notice is intended to be given consists of more than 1 person then the notice must be treated as given to that party if given to any of those persons.*

17.7 *Any notice to a party may be given to its lawyer by any of the means listed in general condition 17.2 to the lawyer's business address, facsimile number or email address.*

8. Release of security interest

8.1. This special condition applies if at settlement any items intended to be transferred to the purchaser are subject to a security interest to which the Personal Property Securities Act 2009 (Cth) (**Act**) applies.

8.2. Subject to special condition 8.3, the vendor (at the vendor's election) must ensure that the purchaser receives at settlement;

8.2.1. an undertaking from the holder of the security interest to register a financing change statement in respect of the property sold under this contract to reflect the release of the property from the security interest; or

8.2.2. a written document from the holder of the security interest stating that the property is not subject to the security interest.

8.3. The vendor is not obliged to comply with special condition 8.2 if;

8.3.1. the holder of the security interest is the proprietor of a registered mortgage over the Land;

8.3.2. the purchaser has not made a written request for a release from the security interest at least 21 days before settlement; or

- 8.3.3. the purchaser will take the property free of security interest by operation of Part 2.5 of the Act.

9. Foreign resident capital gains withholding

- 9.1. Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 9.2. 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.
- 9.3. This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value 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.
- 9.4. The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 9.5. The purchaser must:
- 9.5.1. 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
 - 9.5.2. ensure that the representative does so.
- 9.6. 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:
- 9.6.1. 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;
 - 9.6.2. promptly provide the vendor with proof of payment; and
 - 9.6.3. otherwise comply, or ensure compliance with, this special condition; despite:
 - 9.6.4. any contrary instructions, other than from both the purchaser and the vendor; and
 - 9.6.5. any other provision in this contract to the contrary.
- 9.7. The representative is taken to have complied with the obligations in special condition 9.6 if:
- 9.7.1. 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
 - 9.7.2. the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 9.8. Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 9.9. The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business

days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

- 9.10. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

EC

10. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 10 applies, if the box is marked 'EC'

- 10.1. This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 10.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 10 ceases to apply from when such a notice is given.
- 10.3. Each party must:
- 10.3.1. be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - 10.3.2. 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
 - 10.3.3. conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 10.4. The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 10.5. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 10.6. Settlement occurs when the workspace records that:
- 10.6.1. the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - 10.6.2. 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.
- 10.7. The parties must do everything reasonably necessary to effect settlement:
- 10.7.1. electronically on the next business day, or
 - 10.7.2. at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 10.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 10.8. 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.
- 10.9. The vendor must before settlement:
- 10.9.1. deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

- 10.9.2. 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;
- 10.9.3. 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
- 10.9.4. 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.

11. Guarantee

- 11.1. If the purchaser is or includes a corporation which is not listed on the main board of an Australian Stock Exchange, the purchaser must procure the execution of a guarantee and indemnity in the form annexed to this contract (**Guarantee**) by each of the directors of the corporation immediately upon execution of this contract.
- 11.2. If the purchaser fails to have the Guarantee executed in accordance with this special condition, the vendor may rescind this contract by written notice to the purchaser. Time will be of the essence of this special condition.
- 11.3. The obligation of the purchaser under this special condition is a continuing obligation and if at any time prior to payment of the whole of the price a person becomes a director of the purchaser then the purchaser must comply with special condition 11.1 with respect to that director.
- 11.4. In this special condition, "purchaser" includes the purchaser as listed in the particulars of sale and any corporation nominated by the purchaser as an alternate or additional purchaser.

12. Duty

- 12.1. The vendor must procure that the vendor's representative has initiated the Duties Form and invited the purchaser or the purchaser's representative to complete the Duties Form no later than 5 business days prior to the settlement date.
- 12.2. The purchaser must procure that the purchaser's representative has completed the Duties Form to the vendor's satisfaction so that the Duties Form is ready for signing by the parties no later than 3 business days prior to the settlement date.
- 12.3. If the purchaser has not completed the Duties Form as required by special condition 12.2:
 - 12.3.1. the vendor is not obliged to complete this contract;
 - 12.3.2. the purchaser is deemed to have defaulted in payment of the balance of the price; and
 - 12.3.3. the purchaser must pay interest from the settlement date, until the expiry of 3 business days after the purchaser has completed the Duties Form.
- 12.4. If the purchaser requests that the vendor amend the Duties Form submitted by the vendor, in the absence of manifest error:
 - 12.4.1. the vendor is not required to comply with the purchaser's request; and
 - 12.4.2. if, notwithstanding special condition 12.4.1, the vendor agrees to amend the Duties Form, the purchaser must pay the vendor's agreed legal costs of \$330.00 (inclusive of GST) for each time the form is amended at the request of the purchaser (such amount to be paid to the vendor at the same time and in the same manner as the balance of the price).
- 12.5. Notwithstanding anything contained in this contract, the vendor does not make any warranty or representation as to the amount of stamp duty which shall be payable on the transfer of the Land and the purchaser acknowledges that the purchaser releases the vendor from any Claim in that

respect and the purchaser shall be liable for all stamp duty assessed in relation to that transfer and shall keep the vendor indemnified at all times against all liabilities claims proceedings and penalties whatsoever under the Duties Act 2000 relating to this contract.

- 12.6. The purchaser must not exercise any Restricted Right because of any matter referred to it in or contemplated by this special condition.

13. Purchaser as trustee

If the purchaser executes this deed as trustee of a trust (**Trust**) (whether the purchaser's capacity as such has been disclosed to the vendor or not), the purchaser covenants that the purchaser is empowered to execute this contract and the purchaser represents and covenants with the vendor as follows:

- 13.1. that the purchaser is the sole trustee of the Trust and executed this contract as such trustee bona fide for the purposes of the Trust as well as in the purchaser's own right;
- 13.2. that this contract will be binding not only on the purchaser but upon any successor of the purchaser as trustee of the Trust, and that the purchaser will take all requisite steps to ensure the effectiveness of this covenant, including in particular procuring that any successor of the purchaser enters into a deed of covenant with and to the satisfaction of the vendor;
- 13.3. that the purchaser will duly and punctually perform and observe all the duties and obligations of the purchaser as such trustee pursuant to the Trust and will not without the consent in writing of the vendor first obtained:
 - 13.3.1. resign as trustee of the Trust or appoint a new or additional trustee of the Trust;
 - 13.3.2. cause the Trust to vest;
 - 13.3.3. distribute or appoint the whole or any part of the capital of the trust fund of the Trust;
 - 13.3.4. repay any unsecured loans from time to time owing by the purchaser as trustee of the Trust in its own right or pay any interest on any such unsecured loans;
 - 13.3.5. permit the purchaser to become disqualified from continuing to act as such trustee;
 - 13.3.6. do anything which would or might constitute a breach of trust, nor cause or suffer or permit anything which would or might constitute a breach of the terms of the Trust or prejudice the right of the purchaser as trustee of the Trust to be indemnified from the trust fund; or
 - 13.3.7. cause or suffer any instrument constituting the Trust to be varied in any respect.
- 13.4. that the purchaser will inform the vendor in writing immediately upon notice of any proposal for a change of trustee of the Trust or change in the trust deed coming to the purchaser's attention; and
- 13.5. that nothing contained or implied in this special condition or in any notification given to the vendor by or on behalf of the purchaser (whether before or after the day of sale) will oblige or require the vendor to take notice of any actual, contingent or future interest of any person in or under the Trust and the vendor will be entitled to exercise all of its rights, powers, authorities and discretions conferred by this contract or by law or implied in the same manner and to the same extent as if the purchaser executed this contract in the purchaser's own right.

14. Indemnity

- 14.1. The purchaser indemnifies the vendor against all Claims which may be suffered by the vendor as a result of any breach by the purchaser of the terms of this contract or as a result of any act, neglect or default of the purchaser arising during the performance (or failure to perform) by the purchaser of its duties under this contract.
- 14.2. The indemnity in this special condition cannot be revoked.
- 14.3. The indemnity in this special condition is binding and enforceable against the purchaser notwithstanding any neglect, delay or forbearance on the part of the vendor to exercise its right of indemnity.

15. Purchaser's default

- 15.1. Without limiting any other rights of the vendor in relation to termination of this contract, the purchaser will be in default under this contract upon the happening of any of the following events:
 - 15.1.1. the purchaser exercises, or purports to exercise, a Restricted Right in circumstances prevented by this contract;
 - 15.1.2. an order is made or a resolution is passed for the winding up of the purchaser;
 - 15.1.3. the purchaser goes into liquidation or becomes unable to pay its debts as and when they become due and payable;
 - 15.1.4. an administrator or trustee in bankruptcy is appointed to the purchaser, or a receiver of any of its assets is appointed;
 - 15.1.5. execution is levied against the purchaser, and is not satisfied within 30 days;
 - 15.1.6. except with the vendor's consent, if there is a change in the beneficial ownership of the majority of shares with voting rights in the purchaser;
 - 15.1.7. a guarantor who is a natural person:
 - 15.1.7.1. becomes bankrupt;
 - 15.1.7.2. takes or tries to take advantage of Part X of the Bankruptcy Act 1966;
 - 15.1.7.3. makes an assignment for the benefit of their creditors; or
 - 15.1.7.4. enters into a composition or arrangement with their creditors.
- 15.2. If the vendor gives to the purchaser notice of default under this contract, the default will not be remedied until all the following have occurred:
 - 15.2.1. the remedy by the purchaser of the relevant default;
 - 15.2.2. the payment by the purchaser of all reasonable expenses incurred by the vendor as a result of the default including without limitation all interest and bank charges payable by the vendor under any existing mortgage affecting the Land, calculated from settlement; and
 - 15.2.3. payment of the vendor's solicitor's legal costs (on a solicitor client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.

16. Foreign Investment Review Board

- 16.1. **Foreign Investment Approvals** means all approvals, notifications or consents required by the purchaser pursuant to the Foreign Investment Laws for the purposes of entering into and fulfilling its obligations pursuant to this contract and obtaining a transfer of the Land.
- 16.2. **Foreign Investment Laws** means:
 - 16.2.1. the Foreign Acquisition and Takeovers Act 1975 (Cth);
 - 16.2.2. the Banking (Foreign Exchange) Regulations 1959 (Cth);
 - 16.2.3. or any similar law or requirement of a Responsible Authority.
- 16.3. The purchaser warrants to the vendor that:
 - 16.3.1. the purchaser has not breached any Foreign Investment Laws in entering into this contract; and

- 16.3.2. the purchaser has obtained all Foreign Investment Approvals required to enter into and fulfil its obligations pursuant to this contract, prior to the day of sale.
- 16.4. If any warranty in special condition 16.3 is untrue in any way:
 - 16.4.1. the purchaser will be in default under this contract; and
 - 16.4.2. the purchaser will indemnify the vendor against all Claims suffered by the vendor as a result of the vendor having relied on the warranty.
- 16.5. This warranty and indemnity will not merge upon settlement.

17. Outgoings - land not separately assessed

- 17.1. General condition 15 does not apply to this contract in relation to any Outgoings which are not separately assessed at settlement in relation to the Land.
- 17.2. If the Land is not separately assessed in respect of any Outgoings then the apportionment or adjustment of those Outgoings assessed in respect of the Land shall be determined as at settlement by calculating the proportion which the area of the Land bears to the total area of all the lots included in the assessment (but disregarding any land included in the assessment which at settlement is Common Property, public land or land used for public purposes, such as roads and reserves) and on the basis that such Outgoings will or have been paid by the vendor.
- 17.3. Adjustment of rates, charges and like Outgoings at settlement shall be made on the basis that the purchaser accepts the sole responsibility for all and any supplementary rates or charges and like outgoings which may be levied after settlement and the vendor shall not be obliged to adjust or be liable for any part thereof.
- 17.4. If this contract is subject to registration of a plan of subdivision, no monies shall be withheld from the vendor at settlement from the price payable under this contract on account of any Outgoings which are unpaid at settlement. The vendor undertakes to pay such Outgoings by the date on which they are due.

18. GST Withholding

- 18.1. Words and expressions defined or used in the Withholding Legislation 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.
- 18.2. If section 14-255(1) applies to the supply being made under this contract, the vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 at least 7 days before the due date for settlement.
- 18.3. Without limiting special condition 18.2, the vendor may issue a notice in accordance with section 14-255 even if the words "GST Withholding applies" do not appear in the GST Withholding Notice section of the particulars of sale of this contract (in which case the later notice issued by the vendor replaces the notice contained in this contract of sale).
- 18.4. If the purchaser:
 - 18.4.1. is registered (within the meaning of the GST Act); and
 - 18.4.2. acquires the land sold pursuant to this contract for a *creditable purpose,
 the purchaser:
 - 18.4.3. must notify the vendor in writing as soon as reasonably practicable (but in any case, at least 10 days prior to the due date for settlement) that the purchaser is registered and is acquiring the land sold pursuant to this contract for a creditable purpose; and
 - 18.4.4. warrants that the information contained in the notice referred to in clause 18.4.3 is true and correct (and the warranty given in this special condition is given by the purchaser on date of the notice and on each day thereafter until and including the day of settlement and payment of the price and any GST to the vendor).
- 18.5. If the purchaser is required to withhold an Amount, the purchaser must provide to the vendor:

- 18.5.1. at least 5 days before settlement, confirmation that the Form One has been submitted to the ATO (and such notice must confirm the withholding Amount as notified to the ATO and the lodgement reference number and payment reference number issued by the ATO); and
- 18.5.2. except where the purchaser has complied with special condition 18.8, as soon as practicable after payment, evidence of submission of Form Two to the ATO.
- 18.6. If there is more than one purchaser and the purchasers are acquiring the land as tenants-in-common, the purchaser must notify the vendor in writing at least 10 days prior to settlement of the proportion being acquired by each purchaser. For the purposes of this special condition, the purchaser satisfies its obligations where the purchaser has provided the transfer of land to the vendor and the transfer sets out the proportion being acquired by each purchaser.
- 18.7. Without limiting special conditions 18.2 to 18.5 (inclusive) a party must provide the other party with such information as the other party requires to:
 - 18.7.1. decide if an Amount is required to be paid or the quantum of it,
 - 18.7.2. comply with the vendor's notice obligation to pay the *Amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth); or
 - 18.7.3. comply with the purchaser's obligations under section 14-255.
- 18.8. If the purchaser is required to withhold an Amount and settlement is completed in accordance with the Electronic Conveyancing National Law, the Amount must be included in the settlement statement and paid to the Commissioner through the electronic conveyancing platform on which settlement is conducted.
- 18.9. If the purchaser is required to withhold an Amount and special condition 18.8 does not apply:
 - 18.9.1. the purchaser must provide a bank cheque at settlement for the Amount payable to "Commissioner of Taxation" (or made out to such other party as the Withholding Legislation requires), for payment in accordance with special condition 18.9.2 or 18.9.3;
 - 18.9.2. if requested to do so by the vendor in writing no later than 2 days prior to settlement, the purchaser must provide the bank cheque referred to in special condition 18.9.1 to the vendor at settlement, in which case the vendor must provide the cheque to the Commissioner of Taxation following settlement in a manner and at the time required by the Withholding Legislation;
 - 18.9.3. where the vendor has not issued a written request in accordance with special condition 18.9.2, the purchaser must:
 - 18.9.3.1. if it has not already done so, engage a legal practitioner or conveyancer (**Representative**) to act on the purchaser's behalf in relation to satisfying the purchaser's obligations under this special condition;
 - 18.9.3.2. irrevocably instruct and direct (**Instruction**) its Representative to remit the Amount in a manner and at the time required by the Withholding Legislation;
 - 18.9.3.3. provide a copy of the Instruction and its Representative's acknowledgement of the Instruction to the vendor within 2 days of being requested to do so by the vendor;
 - 18.9.3.4. pay the Amount in a manner and at the time required by the Withholding Legislation; and
 - 18.9.3.5. provide evidence to the vendor (to the vendor's absolute satisfaction) of the purchaser's payment of the Amount to the Commissioner of Taxation within 3 days of making such payment.
- 18.10. The purchaser acknowledges and agrees that the Withholding Legislation and this special condition do not limit the purchaser's obligation to pay the price and GST (if applicable) to the vendor pursuant to this contract.
- 18.11. An Amount withheld and paid in accordance with special condition 18.9 is taken to have been paid to the vendor.
- 18.12. 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 where the penalty or interest arises due to the vendor's breach of special condition 18.9.2).

- 18.13. If the purchaser nominates one or more additional or substitute purchasers, the purchaser must procure that the nominee (or nominees) comply with the purchaser's obligations under this special condition as though the nominee was the purchaser named in this contract.
- 18.14. This special condition will not merge on settlement.

19. Goods

The property and any goods sold by this contract will not pass to the purchaser until payment of the whole of the purchase money.

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 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.

- 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 the 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 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
- (b) keep the date of birth of the vendor secure and confidential.

- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—

- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount or;
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 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 7.5 if –
- (a) the 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) 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 goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12, 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

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
 - (b) 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 10.00a.m. and 4.00p.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 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 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.
- 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 of land on which a 'farming business' is carried on and the supply (or a 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 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.
- 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 of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 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
 - (b) '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 –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) 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*.
- 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; or
 - (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
- (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.

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.



GUARANTEE AND INDEMNITY

TO: Sarah Jennifer Nevile
LAND: 756 Teesdale-Inverleigh Road, Teesdale VIC 3328

We, _____
of _____

in consideration of the within named vendor selling to the within named purchaser at our request the land described in the within contract for the price and upon the terms and conditions therein HEREBY JOINTLY AND SEVERALLY COVENANT for ourselves and our executors and administrators as the case may be with the vendor that if at any time default is made in the payment of any part of the purchase moneys or of any other moneys payable by the purchaser to the vendor under the contract or in the performance or observance of any of the terms or conditions to be observed or performed thereunder by the purchaser we will forthwith on demand by the vendor pay the whole or such part of the purchase price or other moneys as are then due and payable to the vendor and will keep the vendor indemnified against any loss of purchase money interest and other moneys payable under the contract and against all losses costs charges and expenses whatsoever which the vendor may incur by reason of any default as aforesaid on the part of the purchaser. This guarantee and indemnity is a continuing guarantee and indemnity and shall not be released by any neglect or forbearance on the part of the vendor in enforcing or by any extension of time given to the purchaser for the payment of any moneys payable under the contract or for the performance or observance of any of the agreements obligations or conditions under the contract or by any other act or thing which under the law relating to sureties would but for this provision have the effect of releasing us or our executors or administrators as the case may be.

IN WITNESS whereof we have hereunto set our hands and seals the
_____ day of _____

SIGNED SEALED AND DELIVERED by the said _____

in the presence of:

Witness

SIGNED SEALED AND DELIVERED by the said _____

in the presence of:

Witness



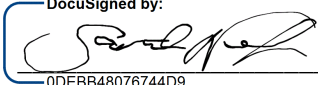
STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

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

Land	756 TEESDALE-INVERLEIGH ROAD, TEESDALE VIC 3328
------	---

Vendor's name	Sarah Jennifer Nevile	Date
		/ /
Vendor's signature		12/2/2020
<div>DocuSigned by:  0DEBB48076744D9...</div>		

Purchaser's name		Date
		/ /
Purchaser's signature		
Purchaser's name		Date
		/ /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$3,500.00 P.A.

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☒

3.4 Planning Scheme

☒ The required specified information is as follows:

- | | |
|-----------------------------------|-------------------------------|
| (a) Name of planning scheme | Golden Plains Planning Scheme |
| (b) Name of responsible authority | Golden Plains Shire Council |
| (c) Zoning of the land | Farming zone |

(d) Name of planning overlay

Environmental Significance Overlay - Schedule 2, Floodway Overlay,
Land Subject to Inundation Overlay, Salinity Management Overlay**3.5 Area of Aboriginal Cultural Heritage Sensitivity**

The land is in an Area of Aboriginal Cultural Heritage Sensitivity.

4. NOTICES**4.1 Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

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

NIL

4.4 Additional Property Information

None to the vendor's knowledge

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

Not Applicable

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) ☐ Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

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

VOLUME 03321 FOLIO 056

Security no : 124086916684W

Produced 02/12/2020 03:36 PM

LAND DESCRIPTION

Lot 1 on Title Plan 915885Q (formerly known as part of Section 16A Parish of Carrah).

PARENT TITLES :

Volume 02946 Folio 010 Volume 02970 Folio 929

Created by instrument 0578446 25/08/1908

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

SARAH JENNIFER NEVILLE of INVERLEIGH ROAD TEESDALE 3328

S787777E 12/11/1993

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 TP915885Q 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)

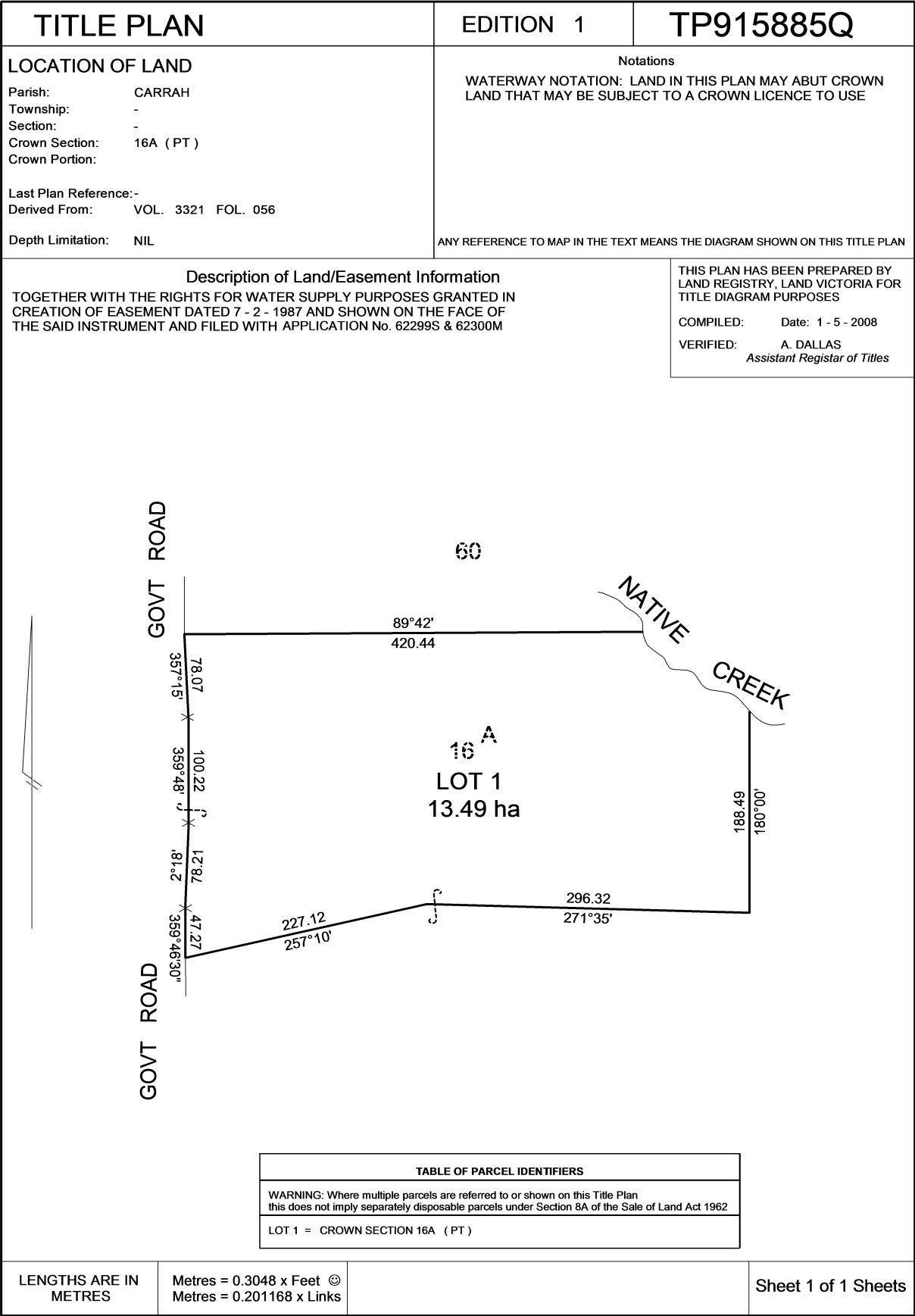
Street Address: 756 TEESDALE-INVERLEIGH ROAD TEESDALE VIC 3328

DOCUMENT END

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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.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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