

# Contract of Sale of Land

Property:

**15 Oswald Street, Kyabram VIC 3620**

**JMJ Conveyancing**

124 Hare Street

ECHUCA VIC 3564

Tel: 03 5482 1208

PO Box 74, Echuca VIC 3564

Ref: JJ:SR:21/1863

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2021

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

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

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2021

**Print names(s) of person(s) signing:** Brodie Tyson Unwin

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

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

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## Particulars of Sale

### Vendor's estate agent

Name: Hinchliffe & Greed Real Estate  
Address: 150 Allan Street, Kyabram VIC 3620  
Email: andrea@hinchliffe.com.au  
Tel: 03 5852 2377 Mob: 0408 560 486 Fax: \_\_\_\_\_ Ref: Andrea Morgan

### Vendor

Name: Brodie Tyson Unwin  
Address: 15 Oswald Street, Kyabram VIC 3620  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

### Vendor's legal practitioner or conveyancer

Name: JMJ Conveyancing  
Address: 124 Hare Street, Echuca VIC 3564  
PO Box 74, Echuca VIC 3564  
Email: jessica@jmjconveyancing.com.au  
Tel: 03 5482 1208 Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: 21/1863

### Purchaser's estate agent

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

### Purchaser

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

### Purchaser's legal practitioner or conveyancer

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 4927 Folio 289	2	LP 8200

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 15 Oswald Street, Kyabram VIC 3620

**Goods sold with the land** (general condition 6.3(f)) *(list or attach schedule)*

All fixed floor coverings, blinds, light fittings, electric oven and gas cooktop, dishwasher, ducted gas heating and evaporative cooling, x1 built in robe, rangehood, clothes line, insect screens, x10 solar panels, TV antenna, garden and tool shed 6x4m, chook pen, dog run and an inground sprinkler system in backyard.

**Payment**

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

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)**is due on**

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_

Approval  
date: \_\_\_\_\_

### Building report

☐ General condition 21 applies only if the box is checked

### Pest report

☐ General condition 22 applies only if the box is checked

## Special Conditions

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

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

**1. Section 32 Statement**

The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected they have received a Statement in writing signed by the Vendor pursuant to Section 32 of the Sale of Land Act 1962 (as amended) in the form included in this Contract of Sale.

**2. Measurements**

The Purchaser admits that the land as offered for sale and inspected by them is identical with that described in the title particulars given herein. They shall not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so.

**3. Present state and condition**

The Purchaser acknowledges that they have inspected the property and chattels prior to the day of sale. They agree that they are purchasing and will accept delivery of the property and chattels in their present condition and state of repair and with any defects existing at the date hereof. They agree that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.

**4. Notices**

The Purchaser shall assume liability for compliance with all notices or orders (other than those relating to current rates) relating to the property which are made or issued after the Contract is exchanged.

**5. Warranties and representations**

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

**6. Restrictions**

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

**7. Delay in completion**

Without limiting any rights which a party may have pursuant to this Contract if a party is unable to complete on the date fixed for completion of this Contract and the other party reasonably incurs additional legal costs in dealing with the default then the party not in default may recover from the defaulting party at completion an amount equal to the reasonable legal costs incurred because of the default by adding or deducting such costs (as the case may be) from the amount due at completion.

**8. Non-merger**

Any provision of this Contract which can and is intended to operate after settlement remains effective.

**9. Purchaser as agent**

If the Purchaser buys as agent on behalf of an undisclosed principal, the Purchase shall remain personally liable under this Contract at all times.

**10. Interpretation**

It is agreed between the parties hereto that throughout this Contract unless the context so requires, words importing the singular shall include the plural and vice versa, and words referring to any one gender shall include the other gender and where appropriate a company, and where more persons than one are included in the term "Purchaser" their covenants hereunder shall be joint as was as several.

**11. Whole agreement**

The Purchaser acknowledges that this document constitutes the entire agreement between the parties

**12. Smoke alarms**

The Purchaser acknowledges that the property may not contain smoke alarms. The Purchaser also acknowledges that it will be the Purchaser's responsibility to comply with Regulation 707 of the Building Regulations within 30 days from the date of completion of this sale.

**13. Exclusion of warranties**

13.1 The Purchaser acknowledges and agrees that the property together with any improvements is purchased by the Purchaser:

- (a) as a result of the independent exercise for the Purchaser's own skill and judgement after due inspection and investigation; and
- (b) in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;

**and that no representation or warranty has been made or given by the Vendor or by any persons acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:**

- (c) the merchantability, quality or fitness for any purpose of the land or improvements;
- (d) the freedom of the property from defects, infestations, contamination and dilapidation;
- (e) the use of which the property or the improvements can lawfully be put;
- (f) whether development of any description may be carried out on the land; or
- (g) whether the improvements on the property have been built or placed there in accordance with each approval required by law for the building or placement of same.

13.2 The Purchaser shall make no requisition in respect of or objection to or claim any compensation for any contamination or pollution of the property and shall at its own expense comply with the requirements of each competent authority for the abatement of any pollution of the clean up of any environmental audit (or any combination of them) of the property and shall keep the Vendor indemnified at all times against the cost of doing so.

13.3 The Purchaser shall assume liability for compliance with any notices or orders relating to the property sold (other than those referring to apportionable outings) which are made or issued on or after the day of sale but the Purchaser shall be entitled to enter on the property sold (without thereby being deemed to have accepted title) at any time prior to the settlement date for the purpose of complying with any such notice or order which requires to be complied with before the settlement date. The Purchaser may also inspect the condition of the property and chattels at any reasonable time during the period of seven days preceding the settlement date. The Purchaser must obtain a consented time from the Vendor to enter the property.

13.4 Clause 13.3 shall extend to and include each notice or order given or made by a competent authority in relation to any of the matters referred to in this special condition except to the extent which this contract expressly requires the Purchaser to assume the responsibility for any such notice or order given or made prior to the day of sale.

**14. Existing services and utilities**

The Purchaser acknowledges that the property is sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities (if any). The Purchaser shall not make any requisition, objection or claim for compensation in respect of any of the following:

- (a) the nature, location, availability or non-availability of any such installations, services and utilities;
- (b) if any such service is a joint service with any other land or building;
- (c) if any such service for any other property or building or any parts or connections therefore pass through the property;
- (d) If any sewer or water main or connection passes through in or over the property;
- (e) If there is a manhole or vent on the property; or
- (f) If because of or arising out of any such installations, services and utilities the property may be subject to or have the benefit of any rights or easements in respect of any such installations, service or utilities.

**15. GST (residential)**

15.1 "GST" means GST within the meaning of the GST Act.

15.2 "GST Act" means "A New Tax System (Goods & Services TAX) Act 1999".

15.3 Expressions used in this special condition that are defined in the GST Act have the same meaning as given to them in the GST Act.

15.4 Thus sale is not a taxable supply because the sale is input taxed because the sale is of eligible residential premises (Sections 40-65, 40-75(2) and 195-1).

15.5 The Purchaser promises that the property will not be used and represents that the Purchaser does not intend the property (or any part of the property) to be used in a way that could make the sale a taxable supply to any extent.

15.6 Notwithstanding any other clause in this Contract, if the Vendor serves a letter from the Australian Taxation Office stating that the Vendor has to pay GST on the price, the Purchaser must pay to the Vendor on demand the sum of 10% of the price subject to the Vendor providing the Purchaser a valid tax invoice.

**16. Location of Easements**

The parties agree that Section 10(1) of the Sale of Land Act 1962 shall not apply to the final location of the easements shown on the Plan and the Purchaser shall not make any requisition or objection or make any claim for compensation in respect of a variation in the location of the easement shown on the plan.

**17. Rate adjustments**

If the land is not separately assessed in respect of any rates, taxes, assessments, fire insurance premiums or other outgoings then for the purposes of apportionment the land shall be deemed to bear the same portion of the total of such outgoing as the area of land bears



to the whole area of the land comprised in the Plan of Subdivision. The Vendor will pay all the outgoings when they are due to be paid and the Purchaser cannot require them to be paid at or before settlement. All outgoings will be adjusted as if they had been paid by the Vendor.

**18. Plant and chattels**

All plant and chattels of a working nature shall be delivered to the Purchasers on the settlement date in the same state or working order and repair as the date hereof, but subject to the aforesaid the chattels and plant shall be taken by the Purchasers subject to all damage and defects (if any) existing therein at the date hereof and the Vendor makes no warranty or representation concerning the same save warranty as to title free from defects.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party con6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

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## Title

### 5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;

- (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
  - 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
  - 7.2 The purchaser may not:
    - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
    - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
  - 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
  - 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
  - 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
  - 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
  - 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
  - 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
  - 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
    - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
    - (b) keep the date of birth of the vendor secure and confidential.
  - 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
    - (a) a release from the secured party releasing the property from the security interest; or
    - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
  - (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
  - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
  - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. **BUILDER WARRANTY INSURANCE**

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

## 13. **GENERAL LAW LAND**

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

**15. DEPOSIT BOND**

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

**16. BANK GUARANTEE**

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
  - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

**17. SETTLEMENT**

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

**18. ELECTRONIC SETTLEMENT**

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

**19. GST**

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

**20. LOAN**

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

**21. BUILDING REPORT**

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.



- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**22. PEST REPORT**

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

**23. ADJUSTMENTS**

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

**24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.

- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

**31. LOSS OR DAMAGE BEFORE SETTLEMENT**

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**32. BREACH**

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

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

---

## Default

**33. INTEREST**

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

**34. DEFAULT NOTICE**

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

**35. DEFAULT NOT REMEDIED**

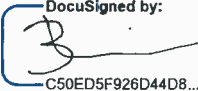
- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

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

# Vendor Statement

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	15 OSWALD STREET, KYABRAM VIC 3620
------	------------------------------------

Vendor's name	Brodie Tyson Unwin	Date	/ / 23/9/2021
Vendor's signature	<div><div>DocuSigned by:</div><div></div><div>C50ED5F926D44D8...</div></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) ☒ Are contained in the attached certificate/s.

### 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):

Not Applicable

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

Not Applicable

### 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 section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

### 3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

☒ The required specified information is as follows:

- |                                   |                                |
|-----------------------------------|--------------------------------|
| (a) Name of planning scheme       | Campaspe Planning Scheme       |
| (b) Name of responsible authority | Campaspe Shire Council         |
| (c) Zoning of the land            | General Residential Zone (GRZ) |



## 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 Acquisition

The 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

## 5. BUILDING PERMITS

Particulars 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 CORPORATION

This 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 type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	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 2000m<sup>2</sup>; (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)*

---

# 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.



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

Page 1 of 1

VOLUME 04927 FOLIO 289

Security no : 124092461374K  
Produced 14/09/2021 01:47 PM

### LAND DESCRIPTION

Lot 2 on Plan of Subdivision 008200.  
PARENT TITLE Volume 03824 Folio 763  
Created by instrument 1193523 21/11/1924

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
BRODIE TYSON UNWIN of 70 HOPWOOD STREET ECHUCA VIC 3564  
AK573245L 05/09/2013

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU263716P 22/04/2021  
BENDIGO AND ADELAIDE BANK LTD

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

### DIAGRAM LOCATION

SEE LP008200 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: 15 OSWALD STREET KYABRAM VIC 3620

### ADMINISTRATIVE NOTICES

NIL

eCT Control 18057S BENDIGO BANK  
Effective from 22/04/2021

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>LP008200</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>14/09/2021 13:49</b>

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PLAN OF SUBDIVISION OF  
PART OF CROWN ALLOTMENT 6.  
PARISH OF KYABRAM EAST

LP 8200  
EDITION 2  
PLAN MAY BE LODGED  
03/03/21

COUNTY OF RODNEY  
VOL. 3824 FOL. 763

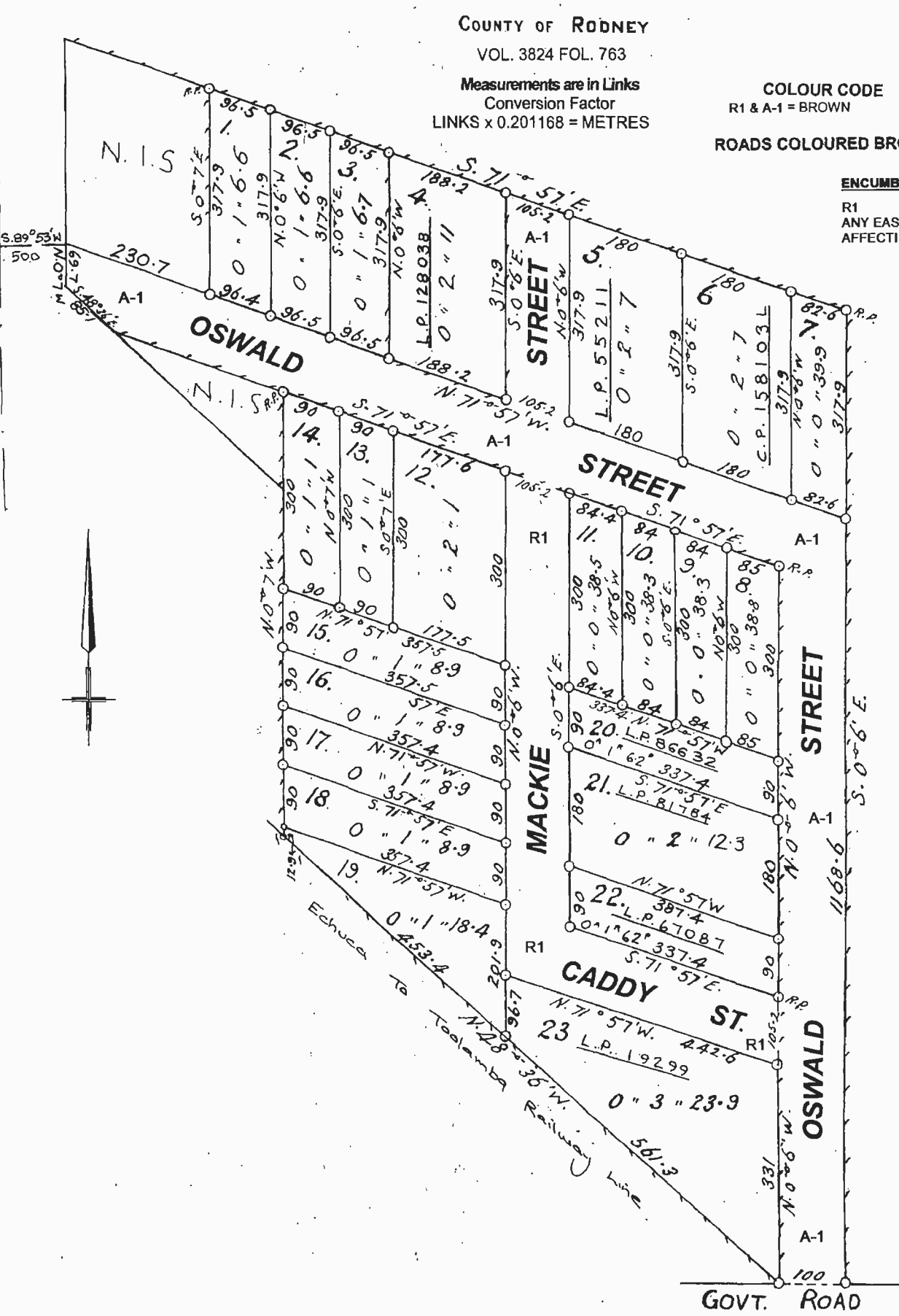
Measurements are in Links  
Conversion Factor  
LINKS x 0.201168 = METRES

COLOUR CODE  
R1 & A-1 = BROWN

ROADS COLOURED BROWN

ENCUMBRANCES

R1  
ANY EASEMENTS  
AFFECTING THE SAME





[illegible]



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 14 September 2021 01:49 PM

## PROPERTY DETAILS

Address: **15 OSWALD STREET KYABRAM 3620**  
 Lot and Plan Number: **Lot 2 LP8200**  
 Standard Parcel Identifier (SPI): **2\LP8200**  
 Local Government Area (Council): **CAMPASPE**  
 Council Property Number: **17285**  
 Planning Scheme: **Campaspe**  
 Directory Reference: **VicRoads 599 O3**

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

[planning-schemes.delwp.vic.gov.au/schemes/campaspe](http://planning-schemes.delwp.vic.gov.au/schemes/campaspe)

## UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**  
 Urban Water Corporation: **Goulburn Valley Water**  
 Melbourne Water: **outside drainage boundary**  
 Power Distributor: **POWERCOR**

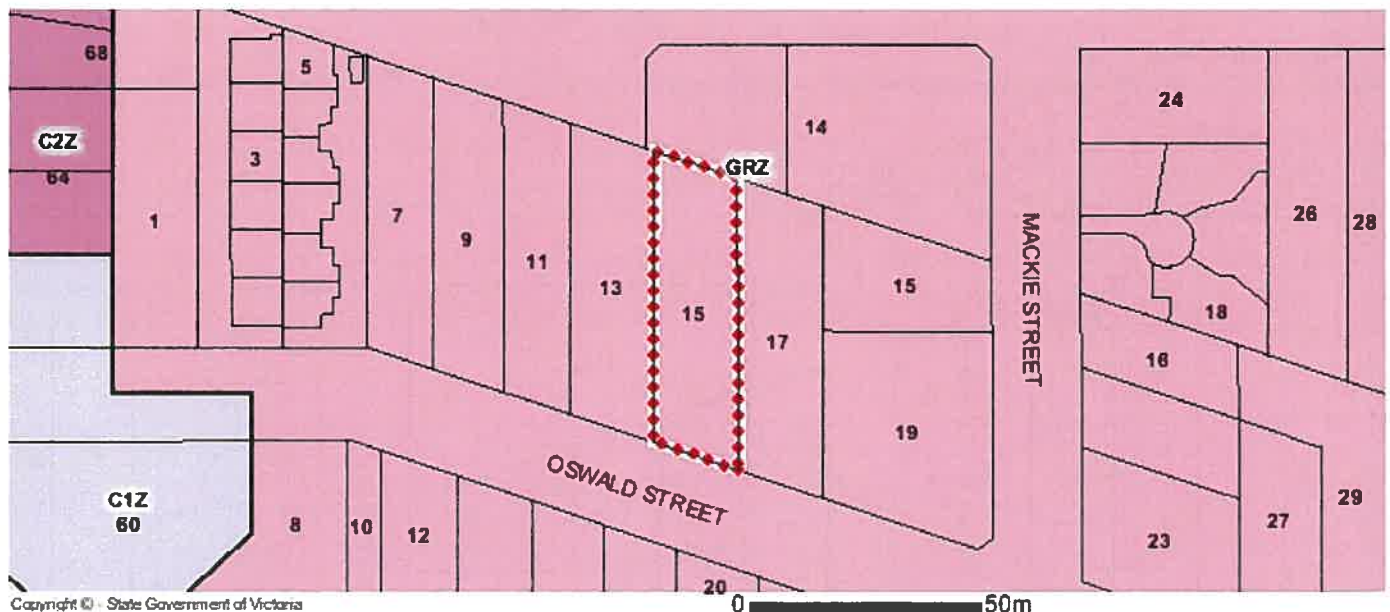
## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
 Legislative Assembly: **MURRAY PLAINS**

## Planning Zones

### GENERAL RESIDENTIAL ZONE (GRZ)

### SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)



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C1Z - Commercial 1
  C2Z - Commercial 2
  GRZ - General Residential
  PUZ4 - Public Use - Transport

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

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

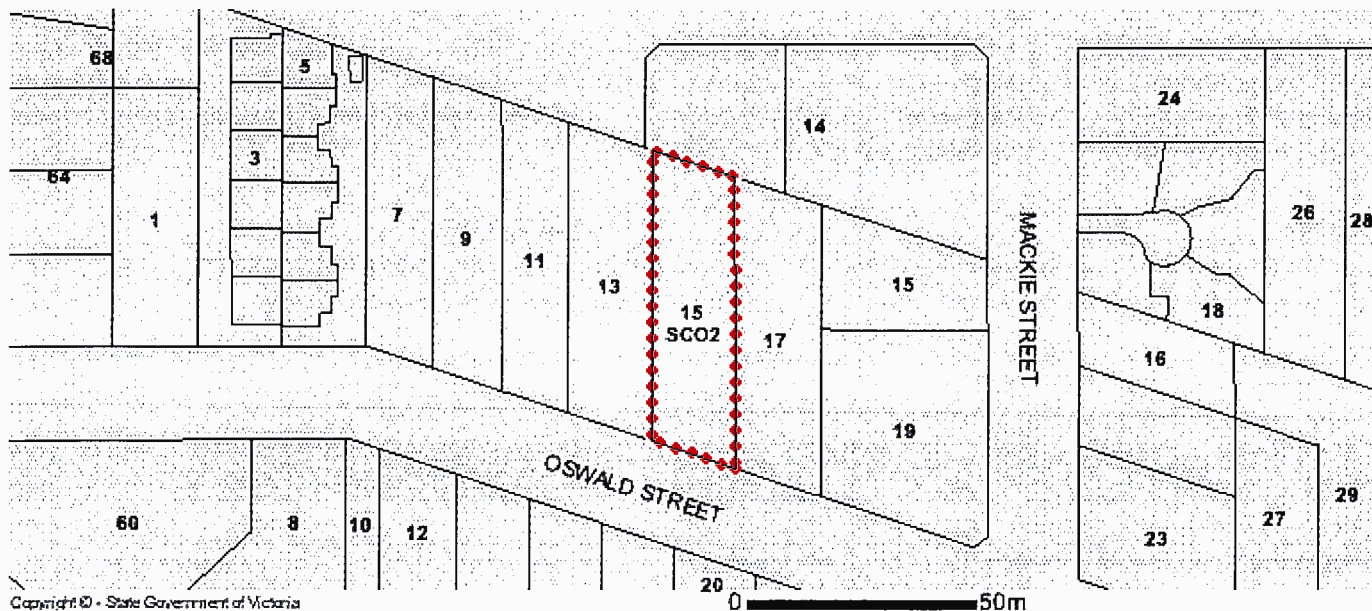
PLANNING PROPERTY REPORT: 15 OSWALD STREET KYABRAM 3620

Page 1 of 4

## Planning Overlay

### SPECIFIC CONTROLS OVERLAY (SCO)

#### SPECIFIC CONTROLS OVERLAY - SCHEDULE 2 (SCO2)



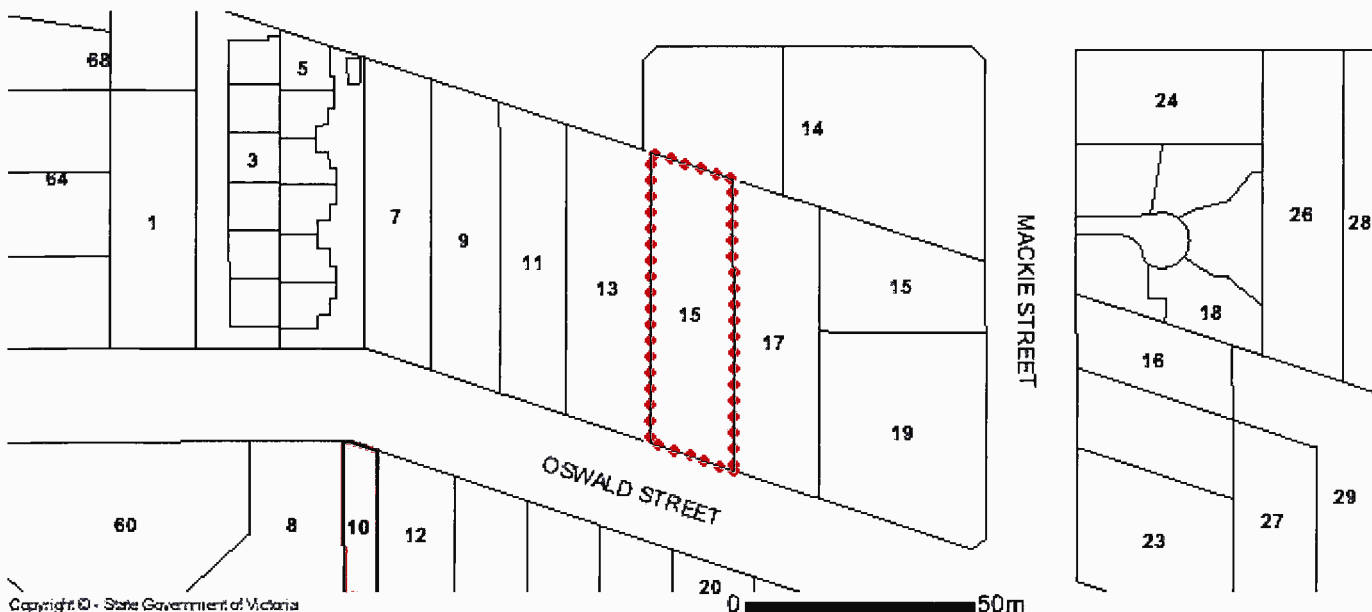
SCO - Specific Controls

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### ENVIRONMENTAL AUDIT OVERLAY (EAO)



EAO - Environmental Audit

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

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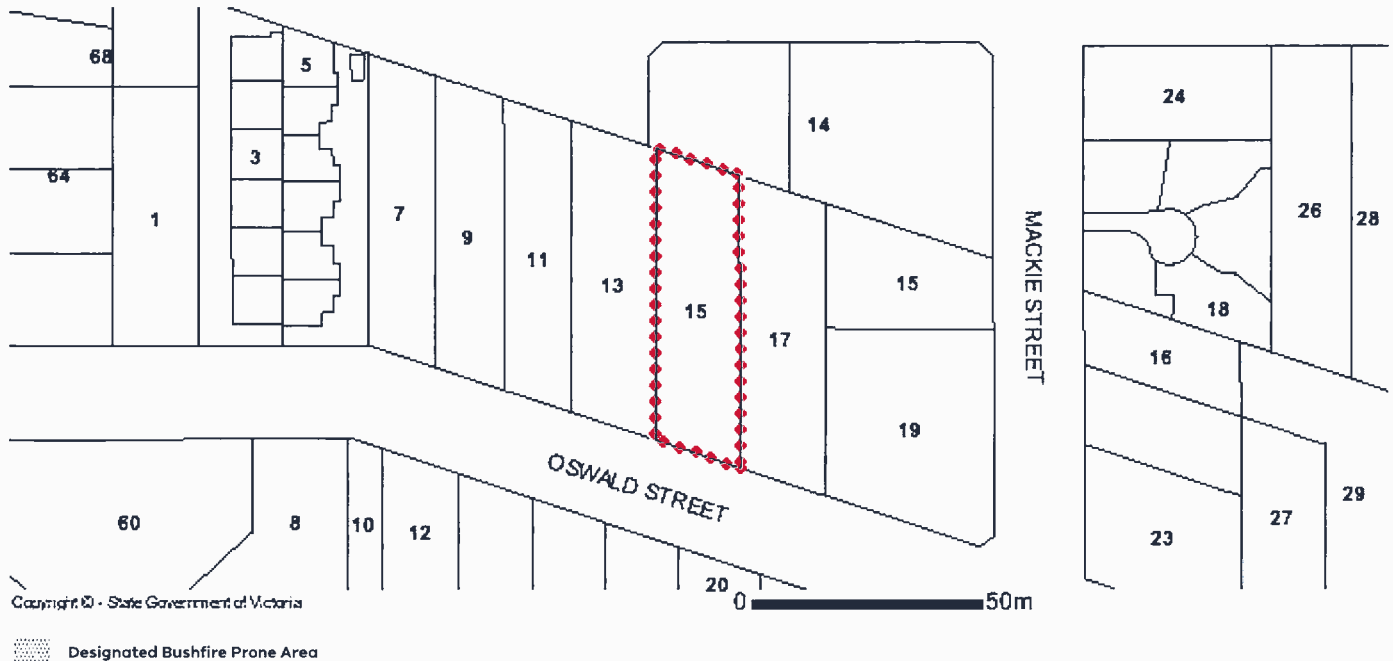
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 15 OSWALD STREET KYABRAM 3620

Page 2 of 4

## Designated Bushfire Prone Area

This property is not in a designated bushfire prone area.  
No special bushfire construction requirements apply. Planning provisions may apply.



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

## Further Planning Information

Planning scheme data last updated on 8 September 2021.

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

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

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

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

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

## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 14 September 2021 01:55 PM

**Address:** 15 OSWALD STREET KYABRAM 3620

**Lot and Plan Number:** Lot 2 LP8200

**Standard Parcel Identifier (SPI):** 2\LP8200

**Local Government (Council):** CAMPASPE **Council Property Number:** 17285

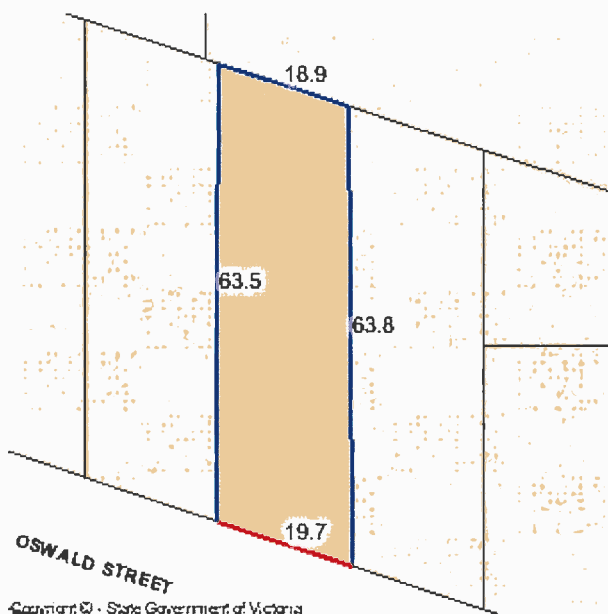
**Directory Reference:** VicRoads 599 O3

**This property is not in a designated bushfire prone area.  
No special bushfire construction requirements apply. Planning provisions may apply.**

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

### Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



**Area:** 1165 sq. m

**Perimeter:** 166 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

For more accurate dimensions get copy of plan at  
[Title and Property Certificates](#)

### State Electorates

**Legislative Council:** NORTHERN VICTORIA

**Legislative Assembly:** MURRAY PLAINS

### Utilities

**Rural Water Corporation:** Goulburn-Murray Water

**Urban Water Corporation:** Goulburn Valley Water

**Melbourne Water:** outside drainage boundary

**Power Distributor:** POWERCOR (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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## Planning Zone Summary

**Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)  
SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)

**Planning Overlay:** SPECIFIC CONTROLS OVERLAY (SCO)  
SPECIFIC CONTROLS OVERLAY - SCHEDULE 2 (SCO2)

Planning scheme data last updated on 8 September 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

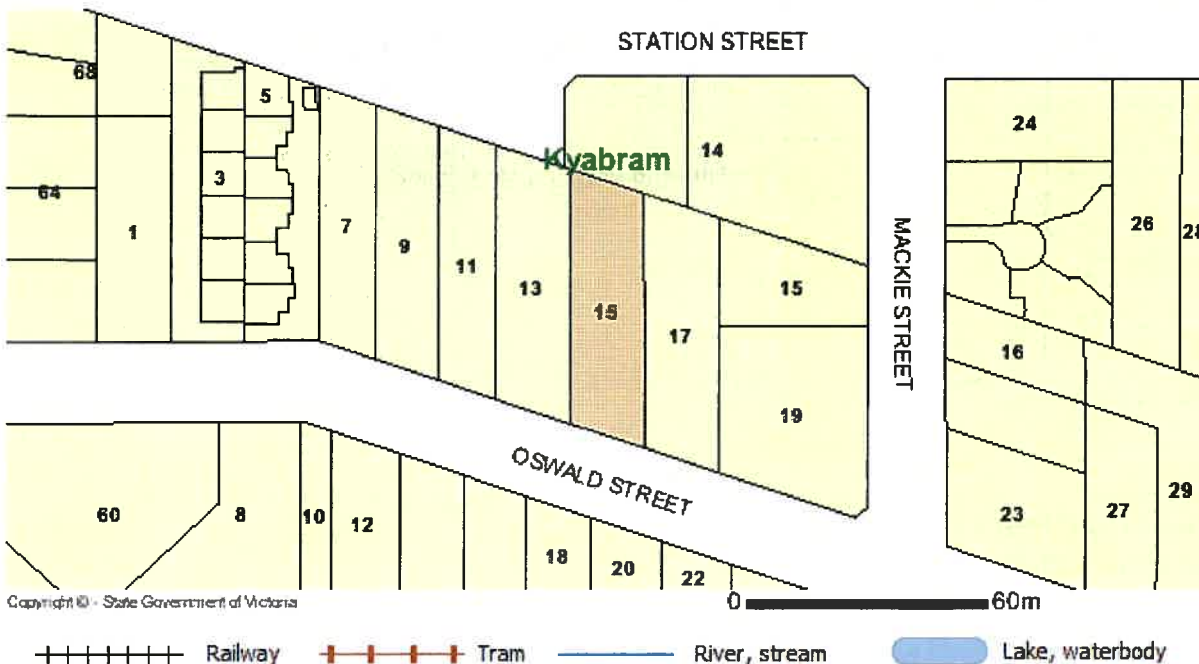
The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

## Area Map





# Valuation and Rate Notice

1 July 2021 to 30 June 2022



Date issued: 9/7/2021



034-3620 (9159)

B T Unwin  
15 Oswald Street  
KYABRAM VIC 3620

PO Box 35, Echuca VIC 3564

P: 03 5481 2200

E: [shire@campaspe.vic.gov.au](mailto:shire@campaspe.vic.gov.au)

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

ABN 23 804 881 820

Property Number: 17285

Carefully read the details on both the front and back of this notice

## Property Details

Property address: 15 Oswald Street KYABRAM  
Title details: LOT 2 LP 8200 PSH KYE  
Land use: Residential  
Land size: 1240 SqM

## Valuation Details

Level of Value Date	Operation Valuation Date
01/01/2021	01/07/2021
Site Value (SV)	Capital Improved Value (CIV)
\$101,000	\$213,000
Net Annual Value (NAV)	
\$10,650	

AVPCC: 110.3 - Freestanding dwelling on residential land - Detached Home (existing)

## Description of Rates Charges and Fire Levy

Fire Service Levy Residential Fixed	\$114.00	\$114.00
Fire Service Levy Residential Variable	CIV x.000059	\$12.57
Municipal Charge	\$200.00	\$200.00
General Rate	CIV x.0039750	\$846.88
240L Food and Garden Bin	\$55.00/Unit	\$55.00
240L Recycle Bin	\$61.50/Unit	\$61.50
140L Waste Bin Reduced Fee	\$225.00/Unit	\$225.00

TOTAL AMOUNT DUE

\$1,514.75

## Payment Options

Overdue rates and charge are subject to 10% interest

By Four Instalments

In Full

Instalment 1 \$377.75 30/09/2021	Instalment 2 \$379.00 30/11/2021
Instalment 3 \$379.00 28/02/2022	Instalment 4 \$379.00 31/05/2022

Or

In Full \$1,514.75 15/02/2022
-------------------------------------

## Payment options

Ratepayer's name: B T Unwin

Property No: 17285

Property address: 15 Oswald Street  
KYABRAM

Payment amount

In full: \$1,514.75

1st instalment: \$377.75

Direct Debit

Telephone 03 5481 2200 for an  
application form.

	Bill Code: 102087 Ref: 01 0000 1728 57
BPAY® this payment via internet or phone banking.	
BPAY View® - View and pay this bill using internet banking.	
BPAY View Registration No.: 01 0000 1728 57	

\*Registered to BPAY Pty Ltd ABN 69 079 137 518



Present notice intact at any Customer Service  
Centre. Property No: 17285



Detach this section and forward with your  
payment.



Using Council's secure online payments options,  
click on the **Make a Payment** button on Council's  
website at [www.campaspe.vic.gov.au](http://www.campaspe.vic.gov.au)



To pay by credit card (MasterCard and Visa)  
telephone 1300 768 505 Ref: 01 0000 1728 57



Pay in Person at any Post Office.



\*481 01 00000151 010000172857



## IMPORTANT INFORMATION TO HELP YOU

### BASIS OF ASSESSMENT

Campaspe Shire Council uses Campaspe Improved Value as the Rating Base.

### PAYMENT IN FULL

Current rates are to be paid by 15 February 2022. Interest will be charged on all amounts outstanding after 15 February 2022.

### PAYMENT BY INSTALMENTS

#### ALL ARREARS MUST BE PAID BEFORE A RATEPAYER ELECTS TO PAY THE CURRENT RATES AND CHARGES BY QUARTERLY INSTALMENTS

Current rates can be paid by four instalments. The first instalment must be paid by 30 September 2021. Any payment received after that date will be accepted as a part payment only with the balance to be paid by 15 February 2022. Instalment amounts and the due dates are shown on the front of this notice.

Payments not received by the due dates whether by post or in person will be considered overdue. Council will not be held responsible for delays in postal service or bank transfers.

### INTEREST ON LATE PAYMENTS

Rates not paid on or before their due dates, whether you have elected to pay by instalments or in full (annually) will be subject to interest penalties backdated to the date on which the value of each instalment was due. Interest will continue to accrue until payment of the overdue amount together with interest is paid in full.

### PENALTY INTEREST RATES ACT 1983

Council will charge interest on all overdue rates and charges using the interest rate fixed under the Penalty Interest Rates Act 1983. The rate that will apply for this financial year is 10% per annum.

### NOTICE TO PENSIONERS

If you are in receipt of a pension you could be entitled to a rate rebate and Fire Services Property Levy rebate. Personal application must be made at one of Council's service centres during normal business hours before June 30 each year. Acceptable documentary evidence of eligibility is required. For further information go to website:

<https://services.dffh.vic.gov.au/concessions-and-benefits>

### HOW DO I OBJECT TO MY VALUATION

The property described herein, owned or occupied by you has been valued as at 1/1/2021. Any person who wishes to object to the valuation must lodge their objection with the Council within two months after the date the notice is given. Any such objection must contain the prescribed information. Copies of a suitable form containing the appropriate fields are available from Council offices. If an objector is dissatisfied with the determination of the Valuer or Valuer-General they have 30 days after notification to contact the Victorian Civil and Administrative Tribunal (VCAT) to request a review of the decision. Further details can be obtained from Council's Rates department.

If an objection is lodged you must continue paying your assessed rates and charges in accordance with your chosen payment plan to avoid interest charges. We suggest that you contact Council's Rates department on 5481 2200 before initiating any formal objection or appeal.

### STATE REVENUE OFFICE

The State Revenue Office uses the site value to assess land tax under the Land Tax Act 2005. Objections to site value must be within the time limits prescribed under the Valuation Land Act 1960. Go to website <https://www.sro.vic.gov.au/lodging-objection> for further information.

### COUNTY COURT APPEAL

If aggrieved by a rate or charge imposed by Council or by any matters included in or executed from such a rate or charge (other than in respect of the assessment of the value on the rateable property) any person may, within 60 days after first receiving written notice of the rate or charge, appeal to the County Court for a review of the rate or charge. Appeals can only be made on one or more of the following grounds:

1. In the case of a rate (other than special rate under section 221 of the Local Government Act). That the land in respect of which the rate was declared was not rateable land;
2. That the rate or charge assessment was calculated incorrectly;
3. That the person levied with the rate or charge was not liable to be rated.

### MUNICIPAL CHARGE

A charge will apply to all rateable properties throughout the Shire. A ratepayer may apply to Council for an exemption from payment if:

- a) The exemption is claimed on farm land and
- b) The rateable land forms part of a single farm enterprise and
- c) An exemption is not claimed for at least one other rateable property which forms part of the single farm enterprise and
- d) In the case of a single farm enterprise which is occupied by more than one principal place of residence.

### FIRE SERVICES PROPERTY LEVY ACT 2012

Council is obliged under the Fire Services Property Levy Act 2012 to apply and collect this levy on behalf of the Victorian State Government. If you are subject to this levy and your land is rateable, you may apply for a waiver, deferral or concession in respect of the levy amount in accordance with Section 27. If you are subject to this levy, and your land is classified residential for land use classification purposes but is not rateable land, you may apply for a waiver, deferral or concession in respect of the levy amount in accordance with Section 28.

For further information go to website: [www.firelevy.vic.gov.au](http://www.firelevy.vic.gov.au)

### ALLOCATION OF MONIES

All payments will be allocated as follows:

1. Legal costs owing, if any
  2. Interest owing, if any
  3. Arrears owing, if any
  4. Current rates and charges
- Council reserves the right to apply the amount received in accordance with the order of allocation listed above.

### PRIVACY STATEMENT

"Campaspe Shire Council collects personal information for the purposes of carrying out its functions and facilitating the operations of various Acts of Parliament including the Fences Act 1968. We may disclose this information where required to our contractors, adjoining owners or where there is a legislated requirement"

### CHANGE OF ADDRESS

Council must be notified **IN WRITING** of any change of postal or residential address for the issue of Rate Notices and Council Elections.

### RATE CAPPING

Council has complied with the Victorian Government's rates cap of 1.5%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased by a different percentage amount for the following reasons-

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

### Australian Valuation Property Classification Code (AVPCC)

The AVPCC represents the existing land use of the property for Valuation Best Practice valuation purposes and for determining the appropriate land use classification for the Fire Services Property Levy.

Do you want your rate notice sent by email?



Send completed forms to:

**Mail:** Campaspe Shire Council  
PO Box 35  
ECHUCA VIC 3564  
**Email:** Scan and email to [shire@campaspe.vic.gov.au](mailto:shire@campaspe.vic.gov.au)  
**In Person:** Any council customer service centre

Property number:

Property address:

Owner/Ratepayer:

Email address:

Contact number:

Signature:





Regional Administration Centre  
104-110 Fryers Street  
SHEPPARTON VIC 3630

Office Hours: 8.30am to 4.30pm  
A.B.N. 84 578 076 056  
Web: [www.gvwater.vic.gov.au](http://www.gvwater.vic.gov.au)  
Email: [mail@gvwater.vic.gov.au](mailto:mail@gvwater.vic.gov.au)

Account Enquiries  
1300 360 007  
Fax: (03) 5831 1467

Service Difficulties  
1800 454 500 (24 Hours, 7 Days)

# Water Account Tax Invoice

Service Address: 15 Oswald St, Kyabram VIC 3620R

Account Number

21-1150-0180-01-2

Issued: 16-Jun-2020

Next Scheduled Reading: October 2020



B T Unwin  
15 Oswald St  
KYABRAM VIC 3620



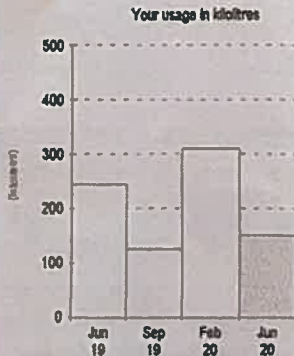
034  
1000300

Amount Due

\$373.80

Pay By

14 Jul 2020



Av. Daily Use		Av. Daily Cost
Last year	Current period	Current period
2.068 kL/day	1.240 kL/day	\$3.09/day

Opening Balance	\$577.75
Payment received on 17 Mar 2020	\$577.75 CR
Balance	\$0.00
Current Charges	
Water Consumption	\$173.72
Water Service Fee	\$55.62
Sewerage Service Fee	\$144.47
Less Rounding	\$0.01 CR
Total	\$373.80
Total Amount Due	\$373.80
Total includes GST of	\$0.00

2024/6

Goulburn Valley Water is here to help if you have been impacted by the Coronavirus (COVID-19) outbreak.  
Please call us on 1300 360 007 if you need financial assistance.  
An Interest rate of 4.0% per annum applies to overdue balances 90 days from the issue date of the original invoice.

15 Oswald St, Kyabram VIC 3620



If eligible and your concession has not been deducted  
Call our Customer Service Staff on 1300 360 007

POST billpay



\*354 2111500180012

T:44 - 11052016

Account Number

21-1150-0180-01-2

Amount Due

\$373.80

Please Insert  
amount being paid

Please refer over for further details  
and Payment Options



## Goulburn Valley Water Account - Details

### WATER CONSUMPTION

Service Number	Meter Number	Previous Date	Previous Reading	Current Date	Current Reading	Consumption (Kilolitres)	Amount
MS26338	06W945858	10/02/20	3980	10/06/20	4130	150.000 @ \$1.1581/kL	\$173.72

### WATER SERVICE FEE

Service No.	Size	Date From	Date To	Days	Rate	Amount
MS26338	20mm	10/02/20	09/06/20	121	@ \$0.4597 per day	\$55.62

### SEWERAGE SERVICE FEE

Service No.	Date From	Date To	Days	Rate	Amount
MS26338	10/02/20	09/06/20	121	@ \$1.1940 per day	\$144.47

#### Concessions

Concessions are available to eligible customers. If eligible and your concession has not been deducted, call our Customer Service Staff on 1300 360 007 for verification and registration of your concession. In doing so, you will be authorising us to confirm your eligibility with Centrelink or the Department of Veteran Affairs. This consent will be ongoing and can be revoked by contacting us. The concession only applies to your principal place of residence.

#### Interpreter Services

If you do not speak English and need assistance from Goulburn Valley Water, phone the Translating and Interpreting Service (TIS) on 131 450.

#### Access to Water Meters

Our meter readers must have easy access to your water meter and not be hindered by shrubs, trees, locked gates or dogs. An estimated Account will be issued where access is not available.

#### Residential Tenants

Tenants living in separately metered properties who have a Residential Tenancies agreement, are liable for Water Consumption charges. Tenants should notify Goulburn Valley Water on 1300 360 007, 48 hours prior to moving in or out of a property so that a meter reading can be undertaken.

#### Service Difficulties

For 24 hour emergency service, please phone 1800 454 500.

#### Payment Assistance

If you are having difficulty paying your Account, Goulburn Valley Water offers a variety of payment options. Special assistance is also available for customers experiencing financial hardship. For further information contact our Customer Service Staff on 1300 360 007.

#### "Deemed" Trade Waste

Goulburn Valley Water has a new trade waste category for "Deemed" trade waste customers, for further information go to [www.gwater.vic.gov.au](http://www.gwater.vic.gov.au)

## Payment Options



Post  
Billpay

Billpay Code: 0354

Ref: 2111 5001 8001 2

Post Billpay is the Australia Post bill payment service that gives you 3 easy ways to pay your GVV Account:

- By phone (Credit), 24 hours, 7 days, call 13 18 16
- In-store at Australia Post
- Online at [auspost.com.au/postbillpay](http://auspost.com.au/postbillpay)



Billcode: 39420

Reference No: 2111 5001 8001 2

BPAY® this payment via Internet or phone banking.  
BPAY View® - View and pay this bill using internet banking.  
BPAY View Registration No.: Refer Reference No: above



Use Centrepay to arrange regular deductions from your Centrelink payment. Call our Customer Service Staff on 1300 360 007 to apply.



#### Direct Debit

To arrange automatic payment of future accounts, in full or periodically (Excluding Credit Cards), call 1300 360 007.



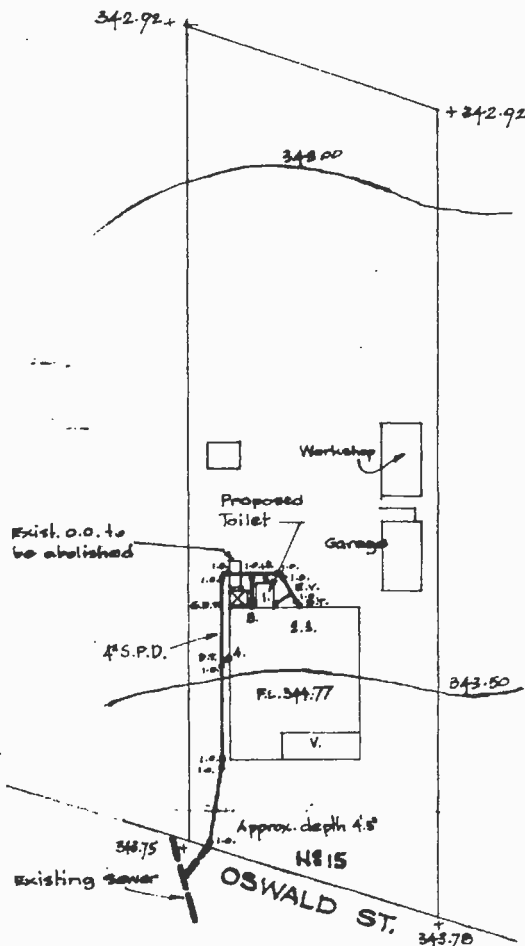
**In Person:** Please present this account intact to Australia Post, or at the Authority Office, Shepparton.



**By Mail:** Send this payment slip and your cheque made payable to "Goulburn Valley Water"

PO Box 185,  
SHEPPARTON VIC 3632

Please do not send cash in the mail.



### LIST OF FIXTURES

1. Closet, Proposed.
2. Bath, Existing.
3. Basin, "
4. Sink, "
5. Trough, "

### NOTES

Vertical branch to closet outlet to be of 4" C.I.P. on external face of wall.

Tap and apron to be provided to G.D.T.

Existing closet to be demolished.

*approved 5/5/67*

*KYABRAM SEWERAGE AUTHORITY*

**BOROUGH OF KYABRAM**

**PUBLIC WORKS DEPARTMENT**  
BUILDING DIVISION, PARLIAMENT PLACE, MELBOURNE.

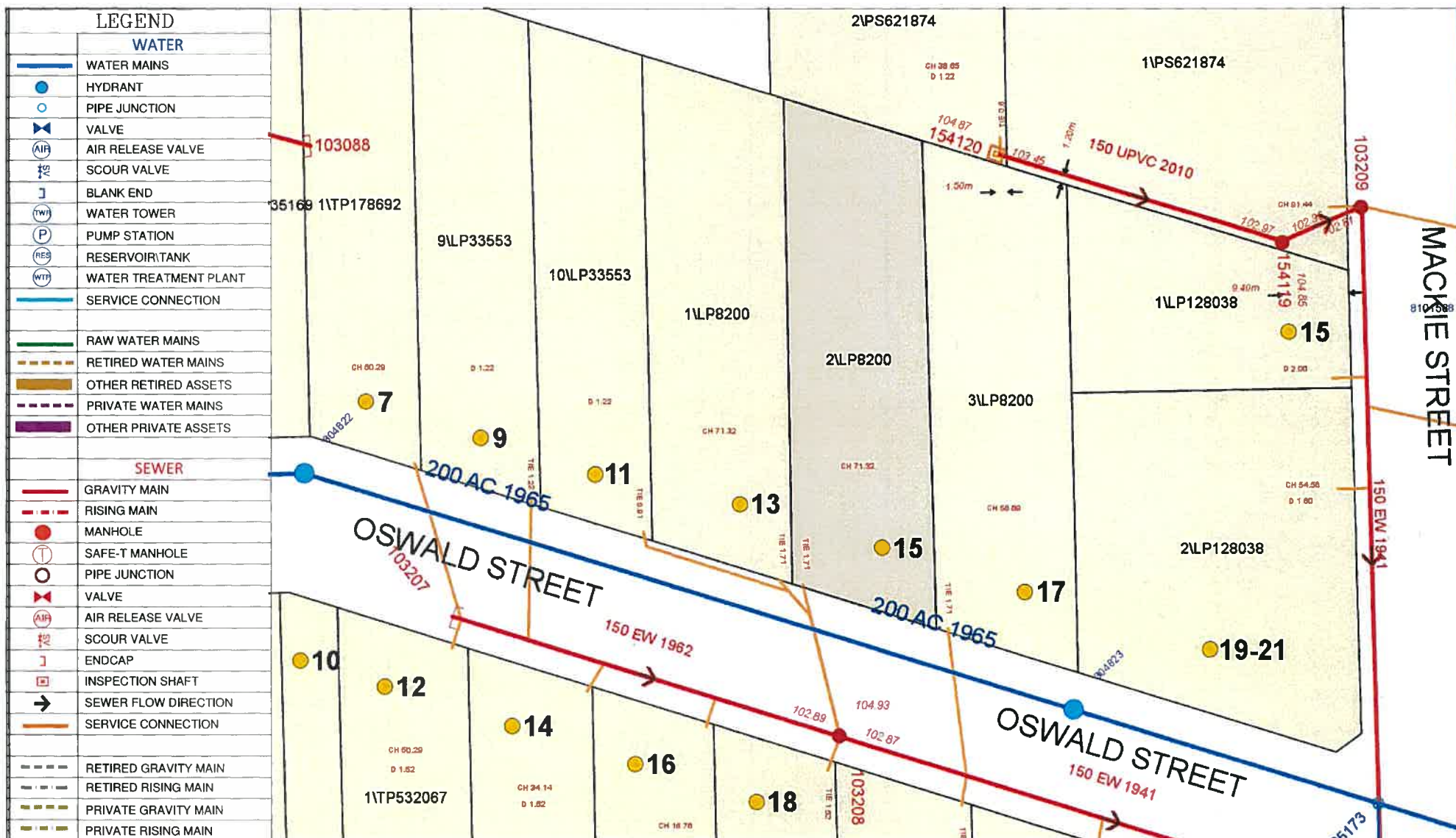
DRAWING REGISTRATION No.

**F. 908**









#### IMPORTANT NOTICE

All construction works that may impact on the Corporation's assets must be referred to the Corporation for comment and in some cases (e.g. where works are within one metre of the asset), the Corporation's formal consent will be required. Further advice regarding works in the vicinity of Goulburn Valley Water assets can be obtained by calling 1800 454 500 during normal business hours.

Goulburn Valley Water provides this information with the understanding that it is not guaranteed to be accurate, correct or complete and conclusions drawn from such information are the responsibility of the user. While every effort has been made to ensure the accuracy, correctness and timeliness of the data, Goulburn Valley Water assumes no responsibility for errors or omissions.

15 Oswald Street Kyabram

14/9/2021

Scale 1:700







# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / JMJ CONVEYANCING

**Your Reference:** 21/1863 - UNWIN

**Certificate No:** 48787795

**Issue Date:** 14 SEP 2021

**Enquiries:** ESYSPROD

**Land Address:** 15 OSWALD STREET KYABRAM VIC 3620

Land Id	Lot	Plan	Volume	Folio	Tax Payable
24722260	2	8200	4927	289	\$0.00

**Vendor:** BRODIE TYSON UNWIN

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
BRODIE TYSON UNWIN	2021	\$96,000	\$0.00	\$0.00	\$0.00

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

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

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

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$210,000
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SITE VALUE:	\$96,000
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AMOUNT PAYABLE:	\$0.00
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# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 48787795

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## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## General information

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

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$96,000

Calculated as \$0 plus ( \$96,000 - \$0) multiplied by 0.000 cents.

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## Property Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 48787795

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 48787795

### Visa or Mastercard

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

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