

**Vendor:** Kaye Allison Cusick

**Purchaser:**

**Property:** 125 Cunninghame Street Sale

**CONTRACT OF SALE  
OF  
REAL ESTATE**



**SULLIVAN BRAHAM** PTY LTD  
BARRISTERS & SOLICITORS

93-97 Raymond Street  
(AUSDOC DX 85003)

SALE VIC 3850

Tel.: (03) 5143 1999

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# CONTRACT OF SALE OF LAND

(August 2019)

**Property Address: 125 Cunninghame Street, Sale 3850**

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

**Cooling-off Period** (Section 31, Sale of Land Act 1962)

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

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

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

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

- you bought the property at 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 have 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), 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.

# 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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing 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 / / 2019

Print name of  
person signing:

State nature of authority  
if applicable (eg. director,  
attorney under power of attorney):

Print name of  
person signing:

State nature of authority  
if applicable (eg. director,  
attorney under power of attorney):

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 / / 2019

Kaye Allison Cusick

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

# PARTICULARS OF SALE

## VENDOR'S ESTATE AGENT

Name: Graham Chalmer Pty Ltd  
Address: 237-239 Raymond Street, Sale 3850  
DX: 85017  
Email: matthewc@chalmer.com.au  
Phone: 5144 4333 Mob: \_\_\_\_\_ Fax: 5144 6690 Ref: Matt Cutler

## VENDOR

Name: KAYE ALLISON CUSICK  
Address: 7 Camilla Court, Mirador NSW 2584  
Email: \_\_\_\_\_

## VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Sullivan Braham Pty Ltd  
Address: 93-97 Raymond Street, Sale 3850  
DX: DX 85003 Sale VIC  
Email: admin1@sullivanbraham.com.au  
Phone: (03) 5143 1999 Mob: \_\_\_\_\_ Fax: (03) 5144 6048 Ref: VFB:RC:2019723

## PURCHASER

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

## PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
DX: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_ Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

## LAND (general conditions 7 and 13)

The land is described below:

Certificate of Title Reference	being lot	on plan
Volume 3991	Folio 127	1
		TP755174Q

If no title or plan reference 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: 125 Cunninghame Street, Sale 3850

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

All existing fixed floor coverings, light fittings, window dressings, dishwasher and split system air conditioner

## PAYMENT

Price \$ \_\_\_\_\_  
Deposit \$ \_\_\_\_\_ by an amount equal to ten percent(10%) of the purchase price on the signing of the Contract  
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 condition 17 & 26.2)**is due**

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
- 14<sup>th</sup> 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 with options to renew, each of years

OR

☐ a residential tenancy for a fixed term ending on

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:

(or another lender chosen by the purchaser)

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

## GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: ☒ No ☐ Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

The purchaser is not required to withhold an amount for GST to pay to the Commissioner of Taxation pursuant to section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

### GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate: \$

Amount must be paid: ☐ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

## **GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

## SPECIAL CONDITIONS

**Instructions:** *It is recommended that when adding further 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.*

**A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.**



### **Special Condition 1 – INTERPRETATION**

- 1.1 In the interpretation of this Contract except where excluded by the context, words importing the singular number only shall include the plural number and vice versa and words importing the masculine gender shall include the feminine gender and/or a corporation, and in the case of more than one Purchaser, the terms and conditions of this Contract shall bind each and every one of them both jointly and severally.
- 1.2 For the purposes of this Contract the expression "reasonably foreseeable loss" referred to in General Condition 32 shall include all the Vendor's legal expenses calculated on a legal practitioner/client basis.



### **Special Condition 2 – ENTIRE AGREEMENT**

2.1 This Contract constitutes:

- 2.1.1 The entire agreement of the parties; and
- 2.1.2 Supersedes and extinguishes all prior agreements, representations, promises, undertakings, arrangements, understandings and negotiations in respect of the matters dealt with in this Contract.



### **Special Condition 3 – OVERRIDING PROVISION**

- 3.1 The provisions of this Contract apply notwithstanding anything to the contrary contained in any other document, agreement or arrangement other than an agreement executed by the parties which is expressed to be supplemental to or in substitution for this Contract.



### **Special Condition 4 – PLANNING**

- 4.1 Any restriction in the use of the Land under any planning act, plan or scheme or imposed by any Authority empowered by legislation to control the use of the Land shall not affect the validity of this Contract or constitute a defect in the Vendor's title and the Purchaser shall not be entitled to make any requisition or objection or claim for compensation arising out of or in relation to such restriction.



### **Special Condition 5 – BUILDING REGULATIONS AND INSPECTION**

- 5.1 The Purchaser acknowledges that the Purchaser has purchased the property as a result of the Purchaser's own inspection and that:
  - 5.1.1 Any improvements on the property are deemed to comply with the Victoria Building Regulations, Council by-laws, relevant statutes and any regulations thereunder. No such failure to comply shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, objection or claim any compensation from the Vendor in relation thereto; and
  - 5.1.2 The Purchaser purchases the property and goods in their condition and state of repair (including but not limited to any deficiency which may require reinstatement or replacement) as at the day of sale and the Purchaser shall not make any objection, requisitions nor claim any compensation by reason of such condition or state of repair (including but not limited to any deficiency which may require reinstatement or replacement) of the property or the goods.



☒ **Special Condition 6 – NOMINATION**

General Condition 4 is replaced with the following:

- 6.1 The named Purchaser may, but only in accordance with the following requirements of the Vendor, at least twenty-one (21) days prior to the settlement date, nominate a substitute purchaser or additional purchaser by delivering to the Vendor's legal practitioner:
- 6.1.1 written notice to the Vendor of the nomination by the named Purchaser of a substitute purchaser or additional purchaser;
  - 6.1.2 a Guarantee in the form required by the Vendor executed by any Guarantor of this Contract and, if the substitute purchaser or additional purchaser is a Company, also by its Directors in their personal capacity;
  - 6.1.3 where the substitute purchaser or additional purchaser is a Company a certified search of the Company by a recognised searching firm containing details of the following:
    - (a) Directors of the Company;
    - (b) Shareholders of the Company; and
    - (c) The registered office of the Company.
  - 6.1.4 The named Purchaser acknowledges that despite the nomination of a substituted purchaser or additional purchaser the named Purchaser remains personally liable for the due performance of all of the Purchaser's obligations under this Contract.
  - 6.1.5 If the particulars of sale specify that the supply under this Contract is a supply of a "going concern", a "farming business" or a supply to which the "margin scheme" applies the nomination must be accepted in writing by the Vendor and include agreement by the nominee and the Vendor that the supply under this Contract is the type of supply stipulated in the particulars of sale. If, as a result of the nomination, the supply becomes a taxable supply, the Vendor and Purchaser agree that the provisions of General Condition 19.2 shall apply, and the particulars of sale shall be deemed to be amended to specify the price is plus GST.

☒ **Special Condition 7 – GUARANTEE**

General Condition 3 is replaced with the following:

- 7.1 Where the Purchaser is or includes a corporation (other than a corporation listed on a recognised Stock Exchange) then each person who signs on behalf of that corporation:
- 7.2 Shall be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if that person had signed as a Purchaser;
- 7.3 Shall procure the execution by all directors and principal shareholders of the corporation of a guarantee in the form annexed to this Contract (or if no Guarantee is annexed, a Guarantee approved by the Vendor's legal practitioner).
- 7.4 The guarantee duly executed shall be delivered to the Vendor's legal practitioner within 14 days of the day of sale and failure to do so shall be deemed a default on the part of the Purchaser empowering the Vendor to rescind this Contract without further notice and any moneys paid hereunder shall be forfeited to the Vendor without deduction.

☒ **Special Condition 8 – NON-MERGER**

- 8.1 If any condition of this Contract remains to be performed or is capable of having effect after the settlement date this Contract shall remain in full force and effect notwithstanding completion of the sale and purchase of the land and that condition shall not merge in the instrument of transfer of land.

☒ **Special Condition 9 – ENCUMBRANCES**

General Condition 5 is replaced with the following:

- 9.1 The Purchaser buys the property subject to all registered and unregistered encumbrances, easements, covenants and restrictions other than mortgages or caveats and including:
- a. any disclosed in the Vendor's Statement;
  - b. any lease referred to in the particulars of sale;
  - c. implied easements;

- d. any created by Section 98 of the *Transfer of Land Act 1958* or implied under the Subdivision Act;
- e. any referred to or described in the Plan(s) of Subdivision referred to in the Vendor's Statement or this Contract;
- f. any contemplated by any planning permit relating to the Land or required by any Authority, including any agreement entered into or to be entered into under section 173 of the *Planning and Environment Act 1987*;
- g. any vested in any Authority.



#### **Special Condition 10 - DELIVERY OF TRANSFER**

General Condition 10 is replaced with the following:

- 10.1 The Purchaser must prepare and deliver to the Vendor's legal practitioner at least seven (7) days before the due date for settlement, any paper transfer of land document which is necessary for this transaction. Despite any other provision of this Contract the Vendor will not be obliged to effect settlement until the expiration of seven (7) days from the date the paper transfer of land document is delivered to the Vendor's legal practitioner. The Purchaser will be deemed to have defaulted in payment of the balance of the purchase price as from the settlement date if the paper transfer of land document is not delivered in accordance with this Special Condition.
- 10.2 This Special Condition **shall not apply** if settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land are to be conducted electronically in accordance with the Electronic Conveyancing National Law.



#### **Special Condition 11 -AUCTION**

- 11.1 The property is offered for sale by public auction, subject to the Vendor's reserve price.
- 11.2 The Rules for the conduct of the auction shall be as set out in **Schedule 1** to the ***Sale of Land (Public Auctions) Regulations 2014*** (copy attached) or any rules prescribed by regulation which modify or replace those Rules.

# GENERAL CONDITIONS

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## TITLE

### 5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease 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 in the header 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 sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

## **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 condition 11.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives:
- (a) a release from the secured party releasing the property from the security interest; or

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

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act* 1958 before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

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

### 14. DEPOSIT

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

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

## **15. DEPOSIT BOND**

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

## **16. BANK GUARANTEE**

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## **17. SETTLEMENT**

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. 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 obligations 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.

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## **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.

## **\* Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines & Requirements**

The Committee has been established to decide disputes relating to property law matters. Where one party does not have a legal practitioner representing them, the dispute cannot be heard until that party instructs a legal practitioner<sup>1</sup>.

An *agreed* Statement of Facts submitted in the dispute *must* be signed by *all* parties and referring legal practitioners and *must* include:

- 1.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
- 1.2 The *issues for resolution*, based upon the *agreed facts*, to be decided by the Committee.
- 1.3 Complete and legible copies of all relevant documents.
- 1.4 Applications for disputes to be decided by the Committee shall include a signed agreement by the referring legal practitioners and the parties to be bound by the Committee's decision on any questions of law or practice.

Applications, in the form supplied by the Institute, must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria (LIV).

**An administration fee of \$100.00 for each referring legal practitioner must be paid to the Law Institute when the application is lodged.**

The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee will act as an expert panel and not as an arbitrator.

The Committee reserves the right:-

- (i) to call for further and better particulars or documents in order to consider the dispute or make a decision.
- (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.

The Committee's written decision will be sent to the referring legal practitioners following the dispute being decided.

*\* The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9522.*

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<sup>1</sup> Note: in circumstances where a legal practitioner (firm) may have acted for both parties, the parties must be independently represented for the purpose of referring the dispute to the Committee.

# DEED OF INDEMNITY

## AND GUARANTEE

TO: Mrs Kaye A Cusick  
7 Camilla Court  
MIRADOR NSW 2584

IN CONSIDERATION of you entering into the within agreement with:

.....

("the Principal") at our request: -

We,

.....

("the Indemnifier"): -

1. Undertake to indemnify you and keep you indemnified against any failure by the Principal to perform and observe the terms and conditions of the said agreement whether or not the same are enforceable by you against the Principal.
2. Guarantee you that the Principal will punctually perform and observe all the Principal's obligations under the said agreement including the due and punctual payment of all monies payable by the Principal under the said Agreement.
3. Agree that if at any time any of the obligations of the Principal or any of the terms and conditions of the said agreement are not duly and punctually observed and performed, the Indemnifier will, on demand, observe and perform the same and pay all your costs (as between Solicitor and own client) and expenses arising out of or in connection with the non-observance or non-performance of the Principal or the said agreement or of this Deed of Indemnity and Guarantee.
4. Insofar as the obligations of the Indemnifier are those of a guarantor, agree that this guarantee shall be a continuing guarantee and that:-
  - (a) any time or other indulgence allowed by you to the Principal or to any other guarantor under this or any other guarantee;
  - (b) the invalidity or unenforceability either in whole or in part of the said agreement;
  - (c) the variation of any term/s of the said agreement;
  - (d) the discharge of the Principal whether by operation of law or in any manner otherwise than by full and complete performance by the Principal of all the obligations to be performed and observed by him or your inability for any reason to sue the Principal upon the said agreement or to recover any amounts due thereupon from the Principal;shall not exonerate or discharge the Indemnifier or in anywise prejudice or affect the liability of the Indemnifier hereunder.
5. Agree that if any payment made or other obligation performed by the Principal under the said agreement is avoided, set aside or otherwise rendered ineffective by statute or otherwise by operation of law, such payment or performance as the case may be shall be deemed not to have discharged the obligations of the Indemnifier hereunder and the obligations of the Indemnifier hereunder shall be the same as if the said payment had not been made or obligation performed and that the Indemnifier will, forthwith upon the said payment being so avoided, set aside or rendered ineffective, make the said payment or perform the said obligation as the case may be.
6. Agree that this Deed of Indemnity and Guarantee is in addition to and not in substitution for any other security which you may hold with respect to the said agreement and that it may be enforced without recourse having first been made to such security and without any steps or proceedings having been taken against the Principal.
7. Agree that all monies received by you from or on account of the Principal including any dividends paid in the bankruptcy or winding up of the Principal or in the course of any other administration of the affairs of the Principal on the belief that the Principal is unable to pay the debts of the Principal as they fall due and any sums resulting from the realisation or enforcement of any other security capable of being applied by you in reduction of the indebtedness of the Principal, shall be regarded for all purposes as



payments in gross without any right on the Indemnifier's part to stand in your place or claim the benefit of any monies so received until the Indemnifier has paid the total indebtedness of the Principal to you hereunder.

8. Agree that the Indemnifier shall be in respect of all sums paid by the Indemnifier hereunder and in respect of any other rights which may accrue howsoever to the Indemnifier in respect of any sum so paid rank and be entitled to enforce the same only after all the monies hereby secured shall have been duly paid and satisfied and that in the event of the bankruptcy or winding up of the Principal or in the course of any other administration of the affairs of the Principal on the belief that the Principal is unable to pay the debts of the Principal as they fall due the Indemnifier will not prove in the same in competition with you and that the Indemnifier hereby waives in your favour all rights whatsoever against the Principal so far as may be necessary to give effect to anything in this Deed of Indemnity and Guarantee contained.
9. Agree that every covenant and obligation hereunder is given and undertaken by the Indemnifier as a joint and several covenant and obligation;
10. Agree that this Deed of Indemnity and Guarantee shall enure for the benefit of you, your successors and assigns and shall be binding on the Indemnifier and the Indemnifier's personal representatives, successors and assigns;
11. Agree that this Deed of Indemnity and Guarantee shall be governed and construed in accordance with the laws of the State of Victoria, that any action thereon shall be taken in the Supreme Court of Victoria, that the service of any Writ or Summons in any such action or the giving of any notice under or pursuant to this Deed of Indemnity and Guarantee may be effected by posting a copy of such Writ or such notice by prepaid post addressed to the Indemnifier at the Indemnifier's address shown herein and that such copy Writ or notice shall be deemed conclusively to have been received by the Indemnifier on the day after the date upon which it has been posted.

**DATED** the            day of            2019

**SIGNED SEALED AND DELIVERED** by

.....

[full name of Guarantor]  
in Victoria in the presence of:.

)  
)  
)  
)  
)  
)

.....  
[SIGNATURE OF WITNESS]

.....  
[Name of Witness]

.....  
[Address of Witness]

**SIGNED SEALED AND DELIVERED** by

.....

[full name of Guarantor]  
in Victoria in the presence of:.

)  
)  
)  
)  
)  
)

.....  
[SIGNATURE OF WITNESS]

.....  
[Name of Witness]

.....  
[Address of Witness]

**Vendor:** Kaye Allison Cusick

**Purchaser:**

**Property:** 125 Cunninghame Street Sale

## **VENDOR'S STATEMENT**



**SULLIVAN BRAHAM** PTY LTD  
BARRISTERS & SOLICITORS

93-97 Raymond Street  
(AUSDOC DX 85003)  
SALE VIC 3850  
Tel.: (03) 5143 1999

Email: [admin1@sullivanbraham.com.au](mailto:admin1@sullivanbraham.com.au)

Web: [www.sullivanbraham.com.au](http://www.sullivanbraham.com.au)

## **VENDOR'S STATEMENT PURSUANT TO 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.*

**VENDOR**            **KAYE ALLISON CUSICK**

**PROPERTY**        **125 Cunninghame Street, Sale 3850**

### **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 certificates.
- (b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
  - (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
  - (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

#### **1.2 Particulars of any Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge.

Nil.

#### **1.3 Terms Contract** – This section 1.3 only applies if the 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, particulars are as follows:

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 to the receipt of rents and profits, are as follows:

Nil.

### **2. INSURANCE**

#### **2.1 Damage and Destruction** - if the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or to the receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land are as follows:

Not applicable.

- 2.2 **Owner-Builder** - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to the residence are as follows:

Not applicable.

### 3. LAND USE

- 3.1 **Easements, Covenants or Other Similar Restrictions** affecting the land (whether registered or unregistered):

(a) as set out in the attached copies of Title documents (but note Sewers/Drains/Waterpipes/Electrical Services/Telephone Services and Internet Services (if any) may be laid outside registered easements) and otherwise none known to the Vendor.

(b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction.

- 3.2 **Road Access** - there is access to the property by road.

- 3.3 **Designated Bushfire Prone Area** - the land is not in a bushfire prone area under section 192A of the *Building Act 1993*.

- 3.4 **Planning Scheme** - information concerning the planning scheme is contained in the attached certificate.

### 4. NOTICES

- 4.1 **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 particulars are as follows:

Nil.

- 4.2 **Livestock Disease or Contamination by Agricultural Chemicals** - particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are as follows:

Nil.

- 4.3 **Compulsory Acquisition** - particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

### 5. BUILDING PERMITS

No building permits have been issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land).

### 6. OWNERS CORPORATION

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

The land is not affected by the GAIC. There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*), certificate or notice relating to the GAIC applicable to the land.

**8. NON-CONNECTED SERVICES**

The following services are **not** connected to the land:

- (a) electricity supply
- (b) gas supply
- (c) telephone services

**9. TITLE**

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

**10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

There is no certificate relating to Energy Efficiency Information applicable.

**11. DUE DILIGENCE CHECKLIST**

*The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to the 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.*

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

Date of this Statement: ..... / ..... / 2019

Signature of the vendor: .....  
Kaye Allison Cusick

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

Date of this Acknowledgment: ..... / ..... / 2019

Signature/s of the purchaser: .....

Name/s of the purchaser: .....



WELLINGTON  
SHIRE COUNCIL

*The Heart of Gippsland*  
**LAND INFORMATION CERTIFICATE 2019/2020**  
**Section 229 Local Government Act 1989**

Cert No: 43698  
Page No: 1  
Receipt No:  
Issue date: 7 November 2019

Ref: VFB:RC:2019723

Assessment: 1990

**Applicant:**

Sullivan Braham Pty Ltd  
DX 85003  
SALE

**Owner/Ratepayer:**

K A Cusick

125 Cunninghame Street SALE 3850  
LOT: 1 TP: 755174Q

Capital Imp Value: \$318,000  
Site Value: \$180,000  
Net Annual Value: \$15,900  
Valuation Base Date: 1<sup>st</sup> January 2019  
Effective date: 1<sup>st</sup> July 2019

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

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

As of the 1 July 2006 Wellington Shire Council rate payments are by quarterly instalments only.

**Information regarding this certificate may be obtained by telephoning 1300 366 244.**

Particulars of Rates and Charges, Outstanding Notices and Works for which a charge has been made:-

General Improved	\$1,634.52
Garbage Charge	\$222.00
Waste Infrastructure Charge	\$55.00
EPA Levy Charge	\$16.92
Residential FSPL Variable Charge	\$20.99
Residential FSPL Fixed Charge	\$111.00
Less Receipts:	-\$515.43
<b><u>Total Due:</u></b>	<b><u>\$1,545.00</u></b>



Biller code: 41293  
Reference: 00001990  
Sale Service Centre

18 Desailly Street (PO Box 506), Sale Victoria 3850  
Telephone 1300 366 244

**Yarram Service Centre**

156 Grant Street, Yarram Victoria 3971  
Telephone 03 5182 5100

**Contact Us Online**

Web [www.wellington.vic.gov.au](http://www.wellington.vic.gov.au)  
Email [enquiries@wellington.vic.gov.au](mailto:enquiries@wellington.vic.gov.au)





WELLINGTON  
SHIRE COUNCIL

*The Heart of Gippsland*  
LAND INFORMATION CERTIFICATE 2019/2020  
Section 229 Local Government Act 1989

Cert No: 43698  
Page No: 2  
Receipt No:  
Issue date: 7 November 2019

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DX 85003  
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**Owner/Ratepayer:**

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Net Annual Value: \$15,900  
Valuation Base Date: 1<sup>st</sup> January 2019  
Effective date: 1<sup>st</sup> July 2019

A flood level has not been designated in respect to this land. Further information can be obtained from West Gippsland Catchment Management Authority on (03) 51 757 800.

\*\*\*\*\*  
After the issue of this certificate, Council may be prepared to provide up-to-date verbal information to the applicant ONLY about matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

Verbal updates may be obtained within 3 months of the date of issue by calling 1300 366 244.

\*\*\*\*\*  
For further information, contact:  
Rates Department

PL D-6  
.....  
Delegated Officer  
Wellington Shire Council



Bill code: 41293  
Reference: 00001990  
Sale Service Centre

18 Desailly Street (PO Box 506), Sale Victoria 3850  
Telephone 1300 366 244

**Yarram Service Centre**

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Telephone 03 5182 5100

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Email [enquiries@wellington.vic.gov.au](mailto:enquiries@wellington.vic.gov.au)





**GIPPSLAND**  
WATER

55 Hazelwood Rd  
PO Box 348  
Traralgon Vic 3844

Telephone: 1800 050 500  
Fax: (03) 5174 0103

## INFORMATION STATEMENT

Email: [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au)  
[www.gippswater.com.au](http://www.gippswater.com.au)  
ABN: 75 830 750 413

### Financial Statement

**Date of Issue:** 06/11/2019 **Your Reference :** VFB:RC:2019723  
**Information Statement No:** 129118 **Our Reference:** 00148876-06

**Property Address:** 125 Cunninghame St Sale Vic 3850  
**Property Details:** Vol 3991 Folio 127 Lot 1 Plan TP755174  
**Settlement Date:** 29/02/2020

**Gippsland Water billing periods: 01 Jul to 31 Oct, 01 Nov to 28 Feb and 01 Mar to 30 June**

Charges levied for billing period: 01 Nov to 28 Feb

#### Financial Information:

Brought Forward Balance	329.86
Sewer Scheme Charges	0.00

#### Adjustable Charges:

Water Service Charges	58.96
Wastewater Service Charges	270.90
Fire Service Charges	0.00
Commercial Trade Waste Charges	0.00

#### Non Adjustable Charges:

Wastewater Volumetric Charges	0.00
Notional / Usage Charges	0.00
Miscellaneous / Adjustments / Credits	0.00

<b>Total Outstanding</b>	<b>659.72</b>
--------------------------	---------------

(Please note: CR denotes a credit)



**Bill**er Code: 3475  
**REF:** 3680 0000 1488 7606 9  
Pay by savings or credit card

Gippsland Water Authorised Officer:

Date: 6 November 2019



Solicitors  
**Updates Online**  
Tool

Gippsland Water has launched a tool to enable you to get your financial updates online

**REGISTER TODAY**

<https://www.gippswater.com.au/developers/property-connections/solicitor-updates-online>





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WATER

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PO Box 348  
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## INFORMATION STATEMENT

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[www.gippswater.com.au](http://www.gippswater.com.au)  
ABN : 75 830 750 413

### Important Information

**Gippsland Water Billing Periods:**

Gippsland Water bills three times per year, for billing periods: 01/07 to 31/10, 01/11 to 28/02 and 01/03 to 30/06.

**Gippsland Water Tariffs:**

Gippsland Water tariffs are reviewed annually and applied as of 01 July. Please ensure you obtain a financial update prior to settlement.

**Adjustable and Non Adjustable Charges:**

Service charges listed under the Adjustable Charges section are fixed charges that are applicable to that property e.g. Water Availability Charges. Any charge listed as a Non Adjustable charge on the Information Statement is a charge that is specific to the customer e.g. Notional/usage charges, these charges do not need to be adjusted.

**Payment of Gippsland Water Accounts:**

Gippsland Water requires payment of outstanding charges within 10 working days of settlement taking place. Any outstanding charges that remain unpaid, including uncleared or dishonoured payments, will be transferred to the purchaser's account. Any enquiries relating to the transfer of outstanding charges will be referred to the purchaser's solicitor.

**Notice of Property Transfer:**

Where Gippsland Water has not received notice of a property transfer, the payment of accounts remains the responsibility of the vendor. Please ensure notices of disposition/acquisition are forwarded within 10 working days of settlement taking place.

**Validity of the Information Statement:**

All information contained in this certificate will be valid only to the end of the next billing period after the date of issue of this Information Statement.



**GIPPSLAND**  
WATER

55 Hazelwood Rd  
PO Box 348  
Traralgon Vic 3844

Telephone: 1800 050 500  
Fax: (03) 5174 0103

## INFORMATION STATEMENT

Email: [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au)  
[www.gippswater.com.au](http://www.gippswater.com.au)  
ABN: 75 830 750 413

06 November 2019

**Your Reference :**  
**Our Reference:**

VFB:RC:2019723  
00148876-06

Sullivan Braham Pty Ltd  
P O Box 599  
Sale Vic 3850

Thank you for requesting a Gippsland Water Information Statement. We are pleased to provide you with an Information Statement for the below property.

**Applicant:** Sullivan Braham Pty Ltd  
**Property Address:** 125 Cunninghame St Sale Vic 3850  
**Information Statement No:** 129118

Please find enclosed:

- Section 158 Statement
- Financial Statement
- Important Information
- Asset Plan (if available)

If you have any questions relating to this Information Statement please phone Gippsland Water on 1800 050 500 or email us at [infostats@gippswater.com.au](mailto:infostats@gippswater.com.au).

Online updates are available, please visit our website [www.gippswater.com.au](http://www.gippswater.com.au) to register for our Solicitor Updates Online service.

Yours sincerely

Nigel Gerreyn  
**MANAGER PROPERTY SERVICES**



**GIPPSLAND**  
WATER

55 Hazelwood Rd  
PO Box 348  
Traralgon Vic 3844

Telephone: 1800 050 500  
Fax: (03) 5174 0103

## INFORMATION STATEMENT

Email: [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au)  
[www.gippswater.com.au](http://www.gippswater.com.au)  
ABN : 75 830 750 413

### Section 158 Statement

(Water Act 1989)

<b>Date of Issue:</b>	06/11/2019	<b>Your Reference :</b>	VFB:RC:2019723
<b>Information Statement No:</b>	129118	<b>Our Reference:</b>	00148876-06
<b>Property Address:</b>	125 Cunninghame St Sale Vic 3850		
<b>Property Details:</b>	Vol 3991 Folio 127 Lot 1 Plan TP755174		
<b>Settlement Date:</b>	29/02/2020		

The following items relate to Section 158 of the *Water Act 1989*:

- ⇒ This property has a tenant registered, if the tenant is vacating at settlement please advise Gippsland Water no less than two (2) working days prior to settlement to enable a final water meter reading to be scheduled.

#### Protection of Gippsland Water Assets:

It is possible that this property has water or sewerage infrastructure located on it. Please refer to the attached plan. Unless prior written consent has been obtained from Gippsland Water, the *Water Act 1989* PROHIBITS:

1. The erection and / or placement of any structure (including but not limited to building, wall, fence, driveway, machinery, embankment) or the removal or addition of filling, over an easement or within one metre laterally of Gippsland Water's water supply and sewerage assets.
2. The connection to, or interference with, any Gippsland Water water supply or sewerage asset.

Gippsland Water may require removal of any trees which may be, in the view of Gippsland Water, invasive to its water supply and sewerage assets. The guide *Planting the Right Trees* is available on the Gippsland Water website.

For additional information, please contact Gippsland Water on 1800 050 500.

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1\TP318259  
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1\TP650369  
129

1\TP397110  
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1\TP566711  
123

1\TP755174  
125

1\TP411542  
127

1\TP393653  
127

PC366746  
170

150

150

CUNNINGHAME STREET



## Gippsland Water Asset Plan

125 Cunninghame St Sale

Information Statement No: 129118

Date Issued: 6/11/2019



GIPPSLAND  
WATER

### Water Pipes

— Reticulation  
— Distribution  
— Transfer

### Sewer Pipes

— Gravity  
— Pressure  
- - - Rising Main

### House Discharge Line

— House Discharge Line



Maintenance Point



Manhole



Pipe End



Collection Tank

**Disclaimer:** Gippsland Water does not quarentee or make any representation or warrant the accuracy, scale or completeness of information inthis product. Any person relying upon such information does so on the basis that Gippsland Water shall bear no responsibility or liability for loss, damage or injury arising from any error, fault, defect, or omission in the infomation. Any persons using this information should make their own site investigation and accomodate their works accordingly.

# Land Tax Clearance Certificate

## Land Tax Act 2005



SULLIVAN BRAHAM PTY LTD

Your Reference: LD:33323431-010-3.2019723 I  
Certificate No: 32302820  
Issue Date: 04 NOV 2019  
Enquiries: ESYSPROD

Land Address: 125 CUNNINGHAME STREET SALE VIC 3850

Land Id	Lot	Plan	Volume	Folio	Tax Payable
31418424	1	755174	3991	127	\$0.00

Vendor: KAYE CUSICK  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS KAYE ALLISON CUSICK	2019	\$180,000	\$0.00	\$0.00	\$0.00

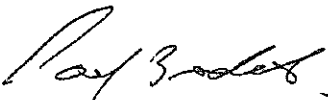
Comments:

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

Comments:

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

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$297,000
SITE VALUE:	\$180,000
AMOUNT PAYABLE:	\$0.00



# Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 32302820

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$180,000

Calculated as \$0 plus ( \$180,000 - \$0) multiplied by 0.000 cents.

## Land Tax Clearance Certificate - Payment Options

BPAY



Billers Code: 5249  
Ref: 32302820

### 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: 32302820

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)

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

620603

## APPLICANT'S NAME & ADDRESS

SULLIVAN BRAHAM PTY LTD C/- LANDATA  
MELBOURNE

## VENDOR

CUSICK, KAYE ALLISON

## PURCHASER

## REFERENCE

2019723 RC

This certificate is issued for:

LOT 1 PLAN TP755174 ALSO KNOWN AS 125 CUNNINGHAME STREET SALE  
WELLINGTON SHIRE

The land is covered by the:

WELLINGTON PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a HERITAGE OVERLAY (HO121)
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 6

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

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

04 November 2019

Hon. Richard Wynne MP  
Minister for Planning

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

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

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

LANDATA@  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 04 November 2019 08:21 AM

## PROPERTY DETAILS

Address: 125 CUNNINGHAME STREET SALE 3850  
Lot and Plan Number: Lot 1 TP755174  
Standard Parcel Identifier (SPI): 1\TP755174  
Local Government Area (Council): WELLINGTON  
Council Property Number: 1990  
Planning Scheme: Wellington  
Directory Reference: VicRoads 693 P6

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

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

## UTILITIES

Rural Water Corporation: Southern Rural Water  
Urban Water Corporation: Gippsland Water  
Melbourne Water: outside drainage boundary  
Power Distributor: AUSNET

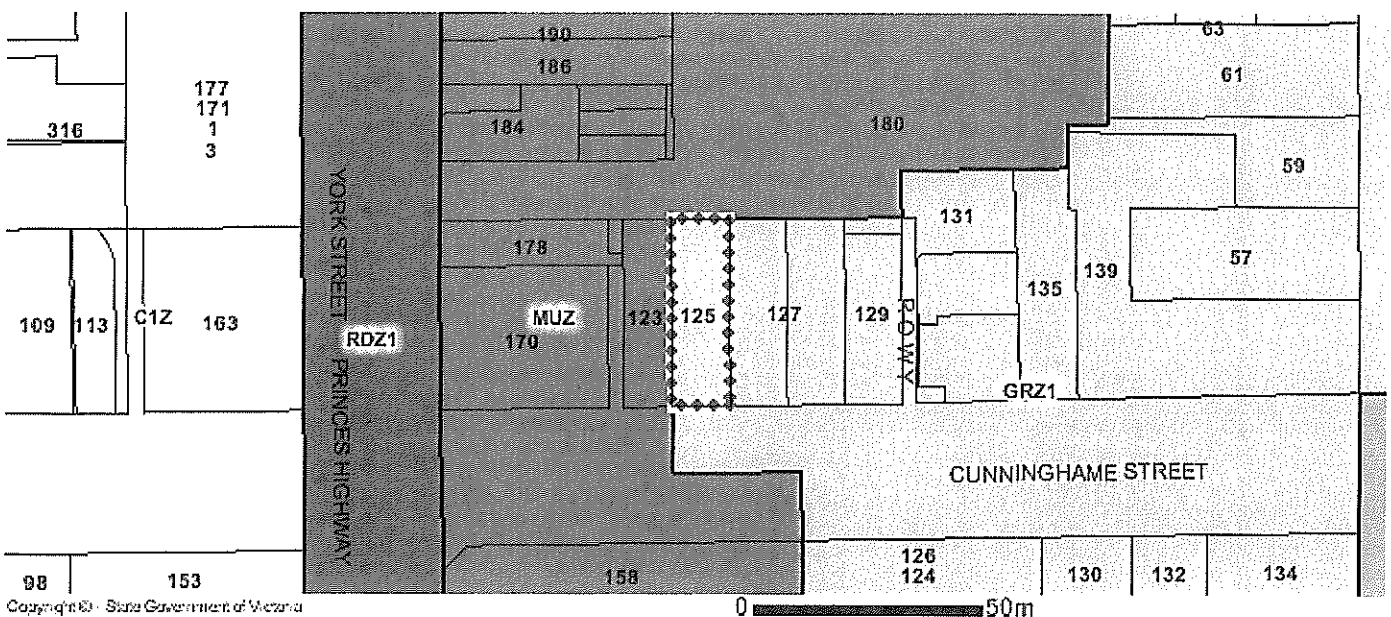
## STATE ELECTORATES

Legislative Council: EASTERN VICTORIA  
Legislative Assembly: GIPPSLAND SOUTH

## Planning Zones

### GENERAL RESIDENTIAL ZONE (GRZ)

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



Copyright © - State Government of Victoria

- |                          |                           |                 |
|--------------------------|---------------------------|-----------------|
| C1Z - Commercial 1       | GRZ - General Residential | MUZ - Mixed Use |
| RDZ1 - Road - Category 1 | RDZ2 - Road - Category 2  |                 |

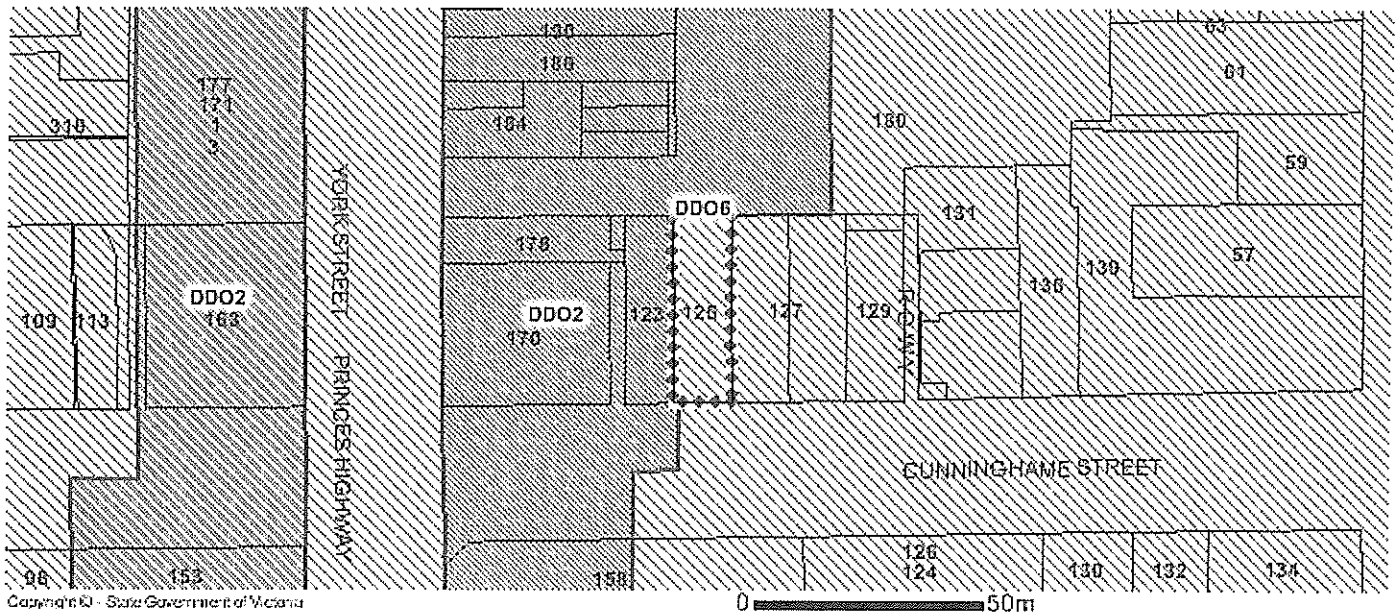
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.



## Planning Overlays

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 6 (DDO6)

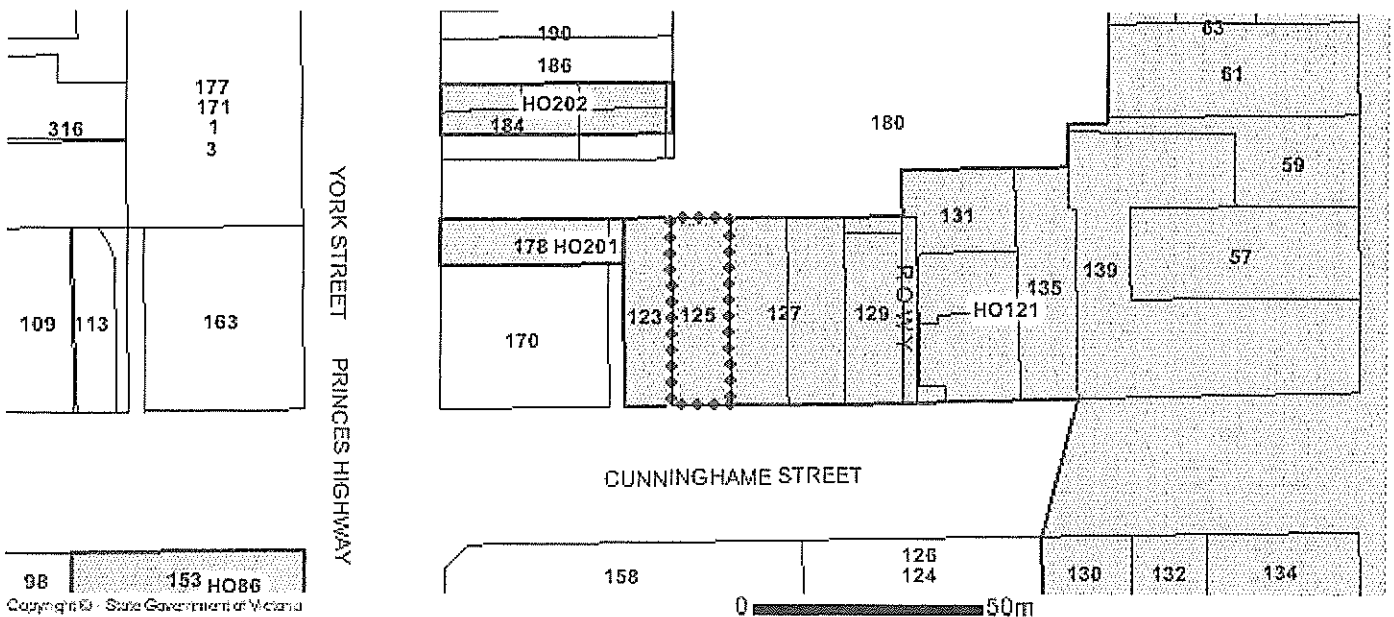


DDO - Design and Development

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

### HERITAGE OVERLAY (HO)

#### HERITAGE OVERLAY SCHEDULE (HO121)



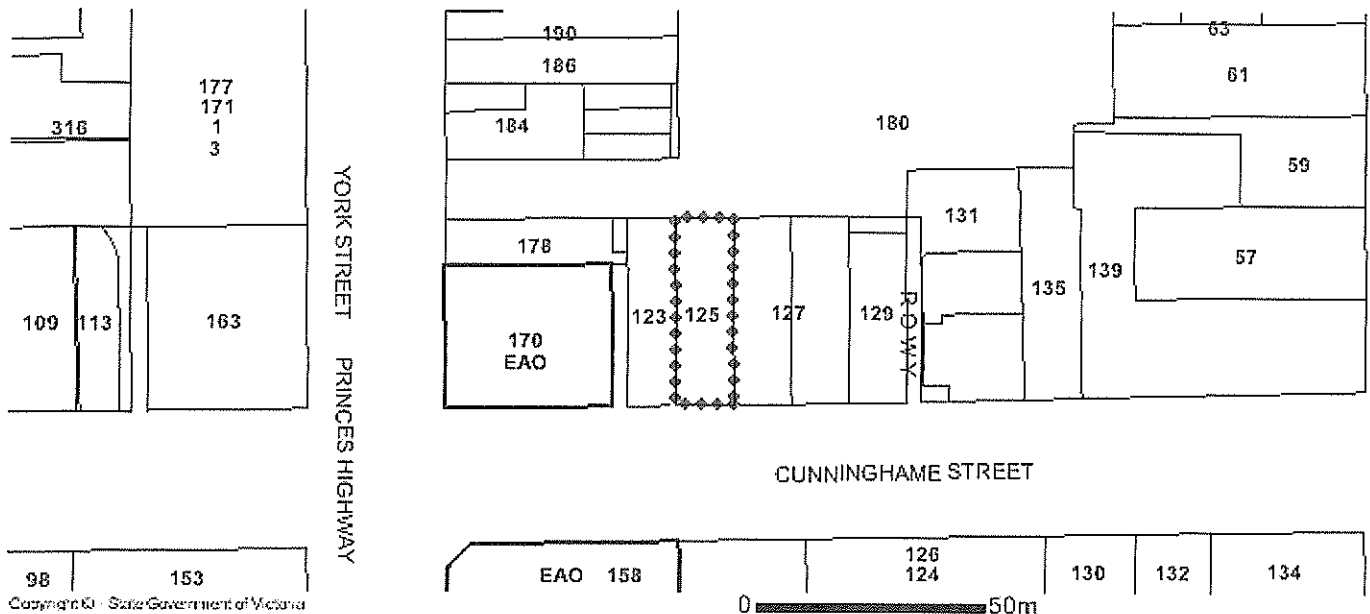
HO - Heritage

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

## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land



EAO - Environmental Audit

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

## Further Planning Information

Planning scheme data last updated on 30 October 2019.

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>

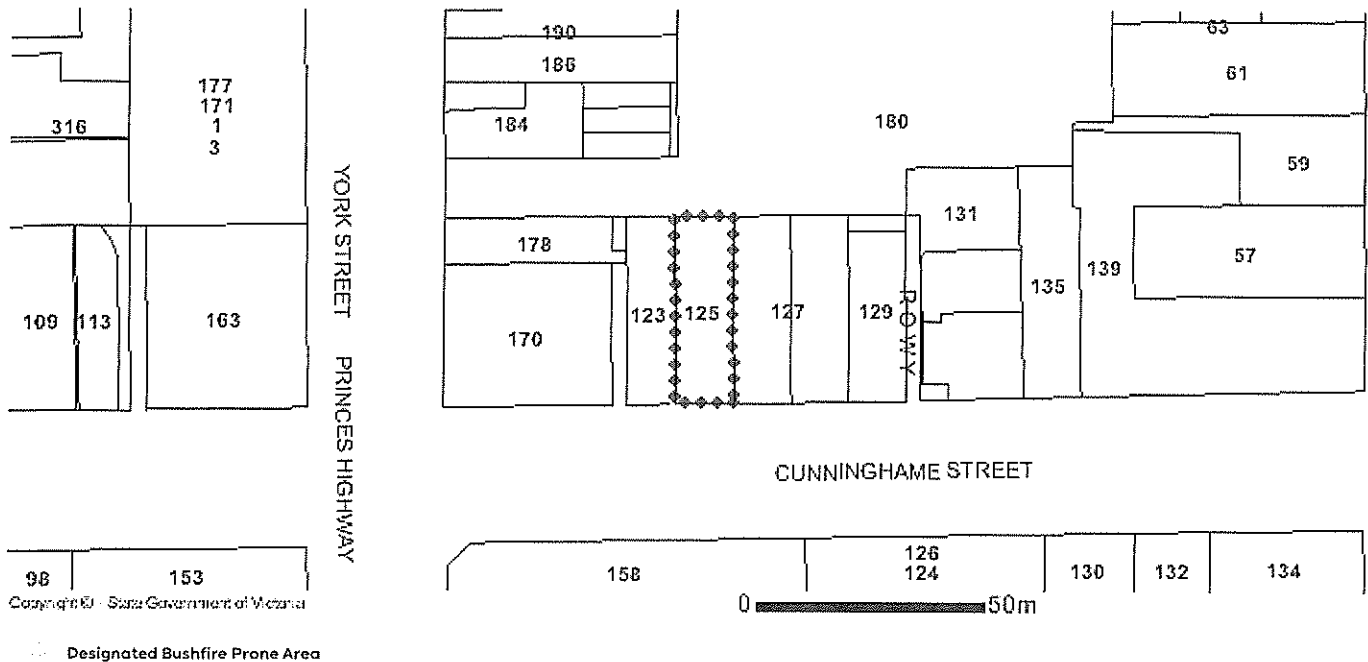
For details of surrounding properties, use this service to get the Reports for properties of interest.

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>

## 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>

Your Reference: VFB:RC:2019723

13 November 2019

Sullivan Braham Pty Ltd  
DX 85003  
SALE

Dear Sir/Madam

**K A CUSICK**  
**LOT: 1 TP: 755174Q 125 CUNNINGHAME STREET SALE 3850**

Thank you for your recent letter and specifically if there have been any Building Approvals issued under the *Building Act 1993* in the last ten (10) years.

Under the Building Regulations 2018, Council upon request offers the following information.

- 1(a) Details of any Building Permits, Occupancy Permits and Certificates of Final Inspection issued in the preceding ten (10) years:

**It appears from Council records that no Building Permits/Certificates have been issued in the past 10 years.**

- 1(b) Details of any current determination made under Regulation 64(1) or exemption granted under Regulation 231(2):

**Nil.**

- 1(c) Details of any current Orders, Certificates or Notices:

**Nil.**

If you have any questions relating to the above, please contact Council's Municipal Building Department on 1300 366 244.

Yours sincerely



**BARRY NICHOLL**  
**Municipal Building Surveyor**  
Parcel: 51552



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Sullivan Braham Pty Ltd  
93-97 Raymond Street  
SALE 3850

Client Reference: 2019723 RC

NO PROPOSALS. As at the 4th November 2019, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

125 CUNNINGHAME STREET, SALE 3850  
SHIRE OF WELLINGTON

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

Date of issue: 4th November 2019

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 33323431 - 33323431084620 '2019723 RC'

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

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

VOLUME 03991 FOLIO 127

Security no : 124080062775X  
Produced 04/11/2019 09:12 AM

LAND DESCRIPTION

Lot 1 on Title Plan 755174Q (formerly known as part of Crown Allotment 19 Section 27 Township of Sale Parish of Sale).  
PARENT TITLE Volume 02638 Folio 586  
Created by instrument 809851 01/09/1916

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
KAYE ALLISON CUSICK of 25 WIRRA MIRRA DRIVE WURRUK VIC 3850  
AF708788R 11/03/2008

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP755174Q 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: 125 CUNNINGHAME STREET SALE VIC 3850

DOCUMENT END

Delivered from the LANDATA® System by GlobalX Pty Ltd

TITLE PLAN		EDITION 1		TP 755174Q																			
Location of Land			Notations																				
Parish: SALE																							
Township: SALE																							
Section: 27																							
Crown Allotment: 19 (PT)																							
Crown Portion:																							
Last Plan Reference:																							
Derived From: VOL 3991 FOL 127																							
Depth Limitation: NIL			ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN																				
Description of Land / Easement Information			THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 11/11/2002 VERIFIED: RZ																				
<table><tr><td colspan="6">TABLE OF PARCEL IDENTIFIERS</td></tr><tr><td colspan="6">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td></tr><tr><td colspan="6">PARCEL 1 = CA 19 (PT)</td></tr></table>						TABLE OF PARCEL IDENTIFIERS						WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962						PARCEL 1 = CA 19 (PT)					
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PARCEL 1 = CA 19 (PT)																							
LENGTHS ARE IN FEET & INCHES		Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets																			

# Due diligence checklist

## What you need to know before buying a residential property

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

### Urban living

#### ***Moving to the inner city?***

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

#### ***Is the property subject to an owners corporation?***

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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

### Rural properties

#### ***Moving to the country?***

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

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

#### ***Can you build new dwellings?***

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

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

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

### Soil and groundwater contamination

#### ***Has previous land use affected the soil or groundwater?***

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



## **Land boundaries**

### ***Do you know the exact boundary of the property?***

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

## **Planning controls**

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

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

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

### ***Are there any proposed or granted planning permits?***

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

## **Safety**

### ***Is the building safe to live in?***

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

## **Building permits**

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

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

### ***Are any recent building or renovation works covered by insurance?***

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### ***Do you know your rights when buying a property?***

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