

# Contract of Sale of Land

## Property

UNIT 2 40 SELWYN STREET ALBION VIC 3020



# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

## Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

## Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

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

© Copyright August 2019

# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

## SIGNED BY THE PURCHASER

..... on .....

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

State nature of authority, if applicable: \_\_\_\_\_

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

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

## SIGNED BY THE VENDOR

..... on .....

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

JIN LI

State nature of authority, if applicable: \_\_\_\_\_

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

# Table of Contents

Particulars of Sale

Special Conditions

General Conditions

|    |  |
|----|--|
| 1  | ELECTRONIC SIGNATURE                       |
| 2  | LIABILITY OF SIGNATORY                     |
| 3  | GUARANTEE                                  |
| 4  | NOMINEE                                    |
| 5  | ENCUMBRANCES                               |
| 6  | VENDOR WARRANTIES                          |
| 7  | IDENTITY OF THE LAND                       |
| 8  | SERVICES                                   |
| 9  | CONSENTS                                   |
| 10 | TRANSFER AND DUTY                          |
| 11 | RELEASE OF SECURITY INTEREST               |
| 12 | BUILDER WARRANTY INSURANCE                 |
| 13 | GENERAL LAW LAND                           |
| 14 | DEPOSIT                                    |
| 15 | DEPOSIT BOND                               |
| 16 | BANK GUARANTEE                             |
| 17 | SETTLEMENT                                 |
| 18 | ELECTRONIC SETTLEMENT                      |
| 19 | GST  |
| 20 | LOAN                                       |
| 21 | BUILDING REPORT                            |
| 22 | PEST REPORT                                |
| 23 | ADJUSTMENTS                                |
| 24 | FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING |
| 25 | GST WITHHOLDING                            |
| 26 | TIME & CO-OPERATION                        |
| 27 | SERVICE                                    |
| 28 | NOTICES                                    |
| 29 | INSPECTION                                 |
| 30 | TERMS CONTRACT                             |
| 31 | LOSS OR DAMAGE BEFORE SETTLEMENT           |
| 32 | BREACH                                     |
| 33 | INTEREST                                   |
| 34 | DEFAULT NOTICE                             |
| 35 | DEFAULT NOT REMEDIED                       |

## Particulars of Sale

### Vendor's estate agent

Name Bell Real Estate - Sunshine (Mr. Dean Larti)  
 Address 14 Devonshire Rd, Sunshine VIC 3020  
 Email dean@bellsrealestate.com.au Ref \_\_\_\_\_  
 Tel 03 9300 9000 Mob 0403 675 922 Fax \_\_\_\_\_

### Vendor

Name JIN LI  
 Address UNIT 2 40 SELWYN STREET ALBION VIC 3020  
 ABN/ACN \_\_\_\_\_  
 Email \_\_\_\_\_

### Vendor's legal practitioner or conveyancer

Name Livable Conveyancing Pty Ltd  
 Address Suite 102, 7 Jeffcott St West Melbourne VIC 3003  
 Email ronald@livableconveyancing.com.au Ref RY-202021-S31  
 Tel 03 9943 5000 Mob 0421 345 627 Fax \_\_\_\_\_

### Purchaser's estate agent

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

### Purchaser

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

### Purchaser's legal practitioner or conveyancer

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Email \_\_\_\_\_ Ref \_\_\_\_\_  
 Tel \_\_\_\_\_ Fax \_\_\_\_\_ DX \_\_\_\_\_

### Land (general conditions 7 and 13)

The land is described in the table below –

| Certificate of Title reference | being lot | on plan   |
|--------------------------------|-----------|-----------|
| Volume 10889 Folio 622         | 2         | PS532213Q |
| Volume Folio                   |           |           |
| Volume Folio                   |           |           |

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

The land includes all improvements and fixtures

**Property address**

The address of the land is:

UNIT 2 40 SELWYN STREET ALBION VIC 3020

---

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

All light fittings, fixed floor covering and fittings and fixtures as inspected.

---

**Payment**

Price \$ \_\_\_\_\_

Deposit \$ \_\_\_\_\_ by \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ (of which \$ \_\_\_\_\_ has been paid)

Balance \$ \_\_\_\_\_ payable at settlement

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

GST (if any) must be paid in addition to the price if the box is checked

This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

This sale is a sale of a 'going concern' if the box is checked

The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)

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

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

**Lease** (general condition 5.1)

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

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

a lease for a term ending on \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ 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:

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

(or another lender chosen by the purchaser)

Loan amount: no more than \$ \_\_\_\_\_ Approval date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

# Special Conditions

See Annexure A: Special Conditions

# 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.

## Title

### 5 ENCUMBRANCES

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

### 6 VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out 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 vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

## 10 TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11 RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.

- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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 the holder of an unencumbered estate in free 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*.

## Money

### 14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

## 15 DEPOSIT BOND

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

## 16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17 SETTLEMENT

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

## 18 ELECTRONIC SETTLEMENT

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

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

## 19 GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - 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
  - 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
  - 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:
- 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
  - 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':
- the parties agree that this contract is for the supply of a going concern; and
  - the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - 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:
- 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
  - '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:
- immediately applied for the loan; and
  - did everything reasonably required to obtain approval of the loan; and
  - 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
  - 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:
- 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;
  - gives the vendor a copy of the report and a written notice ending this contract; and
  - 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:
- 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.



## Transactional

### 26 TIME & CO-OPERATION

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

### 27 SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 27.4 Any document properly sent by:
  - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

### 28 NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

### 29 INSPECTION

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

### 30 TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
  - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
  - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;



- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

### 31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

### 32 BREACH

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

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

## Default

### 33 INTEREST

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

### 34 DEFAULT NOTICE

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

### 35 DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
  - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

**ANNEXTURE A: SPECIAL CONDITIONS****SC-1 Auction**

If the Property is offered for sale by auction, it is subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Sale of Land (Public Auctions) Regulations 2014, or any rules prescribed by regulation which modify or replace those Rules.

**SC-2 Compliance**

The Purchaser acknowledges that prior to the signing of this Contract of Sale, agreement or any document relating to the sale hereby affected, the Purchaser received from the Vendor (or his Solicitors or Agent) a statement in writing containing all the particulars required by Section 32 of the Sale of Land Act 1962, and a Statement required by Section 51 of the Real Estate Agents Act 1980.

**SC-3 No Warranties**

- (a) The Vendor does not warrant that the property may be used for any particular purposes. The Purchaser buys the property subject to any restrictions on its use or development pursuant to any planning scheme, order, regulation or by-law made by any authority empowered by any legislation to control the use of land. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract.
- (b) The Purchaser acknowledges having inspected the building and the improvements on the said land and the chattels herein sold. The Purchaser purchases the property in its present state of repair and condition as on the day of sale and acknowledges that the Vendor does not warrant that any building, fixture or other improvement is free from defect or fit for any particular use. The Vendor makes no representations that the improvements or any alterations, additions or demolition works in the property is free from defect, comply with provisions of Building Act 1993, Building Regulations 2006, Local Government Act or any other Act or any regulations made under such act(s) or with the requirements of any relevant responsible authorities. The Purchaser shall not claim any damages or compensation or delay the settlement of the sale herein by reason of any non-compliance of any improvements on the land or call upon the Vendor to bear all or any part of the cost of compliance or require the Vendor to remove any item or thing.
- (c) The sale price is based on the property's existing amenities and condition, and the Purchaser shall assume responsibility for and indemnify the Vendor against all charges or other liabilities in respect of any road making, drainage, sewerage, fencing or other works whatsoever, which have not been commenced as at the date of this Contract, notwithstanding that any notices in respect of any such works may have been issued prior to the date of this Contract.
- (d) In the event of any notices or orders of any nature whatsoever affecting the property sold being issued, served, published or imposed on or after the date of this contract the Purchaser will assume all liability and responsibility for compliance with the requirements of any such notices or orders at his own expenses.
- (e) It is hereby agreed that there are no conditions, warranties and other terms affecting this sale other than those embodied herein and the Purchaser shall not be entitled to rely on any representation made by the Vendor or the Vendor's Agent except such as are made conditions of this contract.
- (f) The Purchaser acknowledges that the Vendor's agent has acted only as agent of the Vendor and no information representation or warranty of the Vendor or her/his agent was made with the intention or knowledge that it would be relied upon and that no such information representation or warranty has in fact been relied upon.

**SC-4 Swimming Pool**

Where the subject property includes a swimming pool, spa or pond, the Purchaser acknowledges that the Purchaser has made his/her own enquiries regarding his/her obligations as owner under the provisions of the pool regulations and has not relied on any representations made by the Vendor or the Vendor's Agents in this regard.

**SC-5 Nomination**

The Purchaser may nominate a substitute or additional purchaser ("**Substitute Purchaser**") under General Condition 4, subject to the following:

- (a) The Purchaser must not be in default under this contract of sale when the nomination is made; (b) The Purchaser must produce to the Vendor not less than 14 days before the due date for payment of the residue under this Contract:
  - (i) A nomination in writing in a form acceptable to the Vendor of a Substitute Purchaser; and (ii) A purchaser statutory declaration in the form required by the State Revenue Office (if applicable);
- (c) Where the Purchaser nominates a corporation SC-11 shall apply;
- (d) The Substitute Purchaser is not a foreign person (nor a company with more than 14% foreign ownership) within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (Commonwealth); and
- (e) Despite nominating a substitute or additional purchaser, the Purchaser remains liable under this Contract, the Purchaser indemnifies the Vendor against any stamp duty, tax, claim, loss, damage, liability, expenses or costs which may be brought against the Vendor or which the Vendor may be liable for or incur in respect of the nomination under this Special Condition.
- (f) If the Purchaser fails to provide a Guarantee in accordance with this Special Condition SC-5(c), the Vendor may end this Contract by giving written notice to the Purchaser at any time before the Guarantee is provided to the Vendor. General Conditions 34.1 (Default Notice) and 35 (Default Not Remedied) do not apply to the Vendor's right to end this contract under this Special Condition.
- (g) All moneys previously paid by the Purchaser under the Contract shall be credited as paid by the Nominated Purchaser to the Vendor under this Contract;
- (h) The Purchaser shall pay the Vendor's legal costs associated with the nomination; (i) The Substitute Purchaser shall be deemed to have accepted all rights and liabilities under the Contract as if the Substitute Purchaser has sign the Contract in place of the Purchaser.

**SC-6 Payment**

In the event of any rates, taxes assessments or other outgoings in respect of the said land being owing as at the date that the Purchaser becomes entitled to possession, then upon apportionment taking place in accordance with General Condition 23, the Purchaser shall within fourteen days thereafter pay all such rates, taxes, assessments and other outgoings as shall be owing and shall indemnify the Vendor with respect to all claims, costs, demands, losses or expenses arising out of the Purchaser's default in connection therewith.

**SC-7 Resident of Australia**

The Purchaser warrants that he/she is ordinarily resident in Australia and that no approvals are required from the Government of Australia and/or the Reserve Bank of Australia and/or the Foreign Investment Board to enable the Purchaser to purchase this property. The Purchaser hereby agrees to indemnify and keep indemnified the Vendor from and in respect of any loss, damage, penalty, fine costs and expenses incurred by the Vendor from or in respect of a breach of this warranty.

**SC-8 Interest**

The provisions of General Condition 33 shall not apply to this Contract. If the Purchaser defaults in payment of any money under this Contract then interest at the rate of 16% per annum computed on the moneys due and payable during the period of default shall be paid by the Purchaser upon demand without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.

**SC-9 Purchaser's Default**

The Purchaser hereby agrees and acknowledges that should the Purchaser be in default under this Contract then it shall indemnify the Vendor for all reasonably foreseeable losses damages or expenses, including but not limited to:

- (a) Additional legal fees of \$220.00 incurred in advising the Vendor of the Purchaser's inability to settle, advice regarding Vendor's rights to penalty interest and rescission of Contract, communications with Purchaser's representative and such other attendances as may be required; and

- (b) Should a Notice of Default be served on the Purchaser, the sum of \$880.00 being the legal costs of preparing and serving each Notice of Default.

#### SC-10 Goods and Services Tax

- (a) The Purchaser warrants that the Property is to be used predominately for residential accommodation.
- (b) In addition to General Condition 19, if the Vendor becomes liable for Goods and Services Tax as defined in the A New Tax System (Goods and Services Tax) Act 1999 ("GST") in respect of the sale of the property then the Vendor will require the Purchaser to reimburse the Vendor for the full amount of same which it is obliged to pay in respect of the sale of the Property notwithstanding the manner in which such tax is levied or how or why it shall be payable.

#### SC-11 Purchaser is a Corporation

Where the Purchaser or the Substitute Purchaser is a corporation, the Purchaser and/or the Substitute Purchaser warrants and to and agrees with the Vendor as follows:

- (a) That the Purchaser and/or Substitute Purchaser is a corporation duly incorporated in a State or Territory of Australia.
- (b) That the consent or licence of any person or body is not required to the Purchaser and/or Substitute Purchaser entering into this Contract or to the purchase of the property sold.
- (c) That the Purchaser and/or the Substitute purchaser is duly empowered to enter into this Contract and is not inhibited from entering into this Contract by any reason whatsoever and without limiting the generality of the foregoing by reason of any trust charge or undertaking.
- (d) The Purchaser and/or Substitute Purchaser shall forthwith deliver to the Vendor a duly executed and enforceable Guarantee and Indemnity as set out in Schedule 1 below, executed by each and every director of the Purchaser and/or Substitute Purchaser or any other person or corporation as may reasonably be required by the Vendor, and if the said Guarantee is not delivered to the Vendor within 2 working days of demand therefore the Purchaser and/or the Substitute Purchaser will be deemed to be in default under this Contract and the Vendor may end this Contract by giving written notice to the Purchaser and/or the substitute Purchaser at any time before the Guarantee is provided to the Vendor. General Conditions 34.1 (Default Notice) and 35 (Default Not Remedied) do not apply to the Vendor's right to end this contract under this Special Condition.

#### SC-12 Whole Agreement

The provisions contained herein or implied by statute cover and compromise the whole of the agreement between the parties. It is expressly agreed and declared that no further or other covenants or provisions whether in respect of the land (or any part) or otherwise shall be deemed to be implied in this Contract to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by any party to another party on or prior to the execution of this Contract. The existence of any such implication or collateral or other agreement is hereby expressly negated.

#### SC-13 Non-Merger

To the extent that this Contract includes obligations which continue or arise after the Settlement Date, this Contract shall remain in full force and effect notwithstanding settlement and the provisions of this Contract shall not merge on completion with any conveyance, transfer or assignment or registration of any of the foregoing.

#### SC-14 Severability

In the event of any part of this Contract being or becoming void or unenforceable or being illegal then that part shall be severed from this Contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and unaffected by such severance.

#### SC-15 Joint and Several Liabilities

- (a) In this Contract except where inconsistent with the context or subject matter words importing the singular shall include the plural and vice versa, words importing one gender shall include any other gender and if there is more than one Purchaser then each Purchaser shall be bound both severally and also jointly with every other Purchaser by the terms and conditions of this Contract to be paid, performed and observed by the Purchaser.

**SC-16 More Than One Purchasers**

- (a) If more than one party is named herein as a Purchaser then:
- (i) the Purchasers will be deemed to be joint and several Purchasers and to be jointly and severally bound by to the covenants and conditions of this Contract; and
  - (ii) it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the Property ("the proportions"). If the proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation. The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- (b) This Special Condition will not merge on completion.

**SC-17 Contract Variation or Requests For Extension Of Time**

The Purchaser acknowledges that after this Contract has been signed by both parties, if the Purchaser requests any variation of contract or extension of time (which for the avoidance of doubt includes but is not limited to changing the settlement date, extension of finance loan approval, extension of time for the Purchaser to fulfil any condition set out in this contract), the Vendor may incur further legal costs, fees and expenses as a result of the Purchaser's requests. In this event, the Purchaser irrevocably agree to indemnify the Vendor for addition legal fees incurred of \$330.00 for each separate request for variation or extension of time, such sum shall be allowed by the Purchaser as an adjustment at settlement.

**SC-18 Connection of Services**

Regardless of whether any services or utilities are connected to the property as at the date of sale, the Purchaser must pay the Vendor the cost of connection of electricity, gas, water, sewerage, telephone or any other utility services if the Vendor paid for the connection of any such services.

**SC-19 ~~Land Tax~~ and Property Certificates**

~~For the purpose of calculating land tax for adjustment purposes, the amount of land tax to be apportioned to the Purchaser shall be the amount of land tax payable by the Vendor in respect of the Property for the period from the date of completion of the Contract to the date of settlement.~~

The purchaser acknowledges that the purchaser will order any applicable Council, Water, Owners Corporation and Land Tax Certificates for the purpose of adjustments

**SC-20 Online Duties Form**

- (a) The Purchaser acknowledges that the State Revenue Office requires the digital duties form to be used for the assessment of land transfer duty.
- (b) The Purchaser must:
- (i) within 2 business days of receiving the online invitation, properly and accurately complete and accept/sign the said form, without amending any of the Transferee Information without first obtaining the Vendor's prior written consent; and
  - (ii) Immediately notify the Vendor that it has completed and accepted/signed the said form.
- (c) Failure to comply with this Special Condition is a default under of this Contract, and in addition to all its rights under this Contract, the Vendor may elect to extend the Settlement Date by the same number of days which the Purchaser has delayed, whereupon the Purchaser shall be taken to have defaulted in payment of the Balance of the Price and must:
- (i) pay to the Vendor the default interest as set out in this Contract from the due date for settlement until the Settlement Date, and
  - (ii) indemnify and keep indemnified the Vendor against any legal costs, fees, expenses, loss or damages which the Vendor suffers or is liable to suffer by reason of the Purchaser's failure to comply with this Special Condition.

**SCHEDULE 1**

**DEED OF GUARANTEE & INDEMNITY**

**(To be signed by all directors of the Purchaser of Nominated Purchaser, if it is a company.)**

TO: ("Vendor")

Property: ("Property")

Purchaser: ("Purchaser")

We, [insert the full name of the Guarantor] of [insert full address of Guarantor] ("the Guarantor"), IN CONSIDERATION of the Vendor, at the Guarantor's request, having agreed to sell the property and the Chattels (if any) to the Purchaser, for the Price and other terms as contained in the Contract of Sale of Land dated [date] ("Contract"):-

1. GUARANTEES to the Vendor (if there is more than one Guarantor, jointly and severally) the due and punctual performance and observance by the Purchaser of all the covenants and conditions contained in the Contract including the payment of the Price, interest and other moneys; and

2. AGREES:

2.1 to indemnify and keep indemnified the Vendor (including the Vendor's assigns, as the Vendor may assign the benefit of this Guarantee) against all loss, costs, charges and expenses which the Vendor may incur as a result of any default by the Purchaser or of any failure of the Contract;

2.2 the liability of the Guarantor is not conditional upon the making or serving of any notice or demand upon the Guarantor or the Purchaser;

2.3 the proper law and jurisdiction is that of the State of Victoria;

2.4 the giving of any notice under the Guarantee and Indemnity may be made in any mode of service permitted under the Contract; and

3. DECLARES that this Guarantee and Indemnity:

3.1 is a continuing guarantee and indemnity;

3.2 will not be determined by the death of the Guarantor;

3.3 will not be affected, cease or be exonerated by:

(a) any neglect of the Vendor to enforce any remedy in respect of any breach of the covenants and conditions of the Contract;

(b) any time or other indulgence given to the Purchaser by the Vendor;

(c) any invalidity or unenforceability of the whole or part of the Contract;

(d) any other thing which under the law relating to sureties would, other than for this clause, release the Guarantor from this guarantee;

3.4 binds all persons executing it (and their personal representatives and successors), even though:

(a) any other person who intended to give the guarantee fails or refuses to do so; or

(b) any of the guarantors lacks capacity;

3.5 has not been induced by any promise or representation made or given by the Vendor or its agent; and

3.6 ensures for the benefit of the Vendor and the Vendor's successors and assignees.

SIGNED SEALED AND DELIVERED

by the Guarantors in the presence of: \_\_\_\_\_

\_\_\_\_\_  
Witness

SIGNED SEALED AND DELIVERED

by the Guarantors in the presence of: \_\_\_\_\_

\_\_\_\_\_  
Witness

**UNIT 2 40 SELWYN STREET ALBION VIC 3020**

(Property)

---

# **VENDOR STATEMENT**

Vendor: JIN LI

---

**Livable Conveyancing Pty Ltd**

Suite 102, 7 Jeffcott Street, West Melbourne

Victoria 3003

T: (03) 9943 5000

M: (61) 421 345 627

**Ref: RY-202021-S31**

# Vendor Statement

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

**Address: UNIT 2 40 SELWYN STREET ALBION VIC 3020**

**Vendor: JIN LI**

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Vendor's signature Date

**Purchaser:**

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Purchaser's signature Date

**Purchaser:**

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Purchaser's signature Date



**1. FINANCIAL**

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

Contained in the attached fees notice.

**2. INSURANCE**

Not Applicable.

**3. LAND USE**

3.1 **Easements, Covenants or Other Similar Restrictions:** A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) is in the attached copies of title document/s.

3.2 **Road Access:** There is access to the property by road.

3.3 **Designated Bushfire Prone Area:** The land is NOT in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

3.4 **Planning Scheme:** Attached is a certificate with the required specified information.

**4. NOTICES**

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

4.2 **Agricultural Chemicals.**

4.3 **Compulsory Acquisition.**

None to Vendor's knowledge other than those contained in the attached certificate(s), if any. The Vendor has no means of knowing all decisions of public authorities and government departments affecting the property unless communicated to the Vendor.

**5. BUILDING PERMITS**

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land): NOT applicable.

**6. OWNERS CORPORATION**

Current owners corporation certificate(s) with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006

The Owners Corporation is inactive.

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

GAIC (and Section 7) is NOT applicable on the sale of this property.

**8. SERVICES**

The services which are marked with an "X" below are **NOT connected to the land**:

- Electricity supply
- Gas supply
- Water supply
- Sewerage
- Telephone services

**9. TITLE**

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

**10. SUBDIVISION**

This sale is NOT affected by a subdivision.

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

VOLUME 10889 FOLIO 622

Security no : 124090054938C  
Produced 21/05/2021 11:07 AM

**LAND DESCRIPTION**

Lot 2 on Plan of Subdivision 532213Q.  
PARENT TITLE Volume 08109 Folio 424  
Created by instrument PS532213Q 25/07/2005

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
JIN LI of UNIT 2 40 SELWYN STREET ALBION VIC 3020  
AQ284190T 25/09/2017

**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 PS532213Q 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: UNIT 2 40 SELWYN STREET ALBION VIC 3020

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS532213Q

DOCUMENT END



# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

|   |                         |
|---|-------------------------|
| Document Type                                   | <b>Plan</b>             |
| Document Identification                         | <b>PS532213Q</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>3</b>                |
| Document Assembled                              | <b>21/05/2021 11:17</b> |

**Copyright and disclaimer notice:**

© 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 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

|                              |                    |                                 |                    |
|------------------------------|--------------------|---------------------------------|--------------------|
| <h1>PLAN OF SUBDIVISION</h1> | Stage No.<br><hr/> | LR use only<br><b>EDITION 1</b> | <h1>PS532213Q</h1> |
|------------------------------|--------------------|---------------------------------|--------------------|

**Location of Land**  
 Parish: MARIBYRNONG  
 Township:  
 Section: 9  
 Crown Allotment: B (PART)  
 Crown Portion:  
 Title References:  
 Vol.8109 Fol.424  
 Last Plan Reference: LOT 159 ON LPI2102  
 Postal Address: 40 SELWYN STREET  
 ALBION 3020  
 AMG Co-ordinates: E: 307 470  
 (Of approx. centre of plan) N: 5 816 180 Zone: 55

**Council Certification and Endorsement**

Council Name: BRIMBANK CITY COUNCIL  
 Ref: ~~S008/2005~~

1. This plan is certified under section 6 of the Subdivision Act 1988.  
~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.  
 Date of original certification under section 6 / /~~  
 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

**Open Space**  
 (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made.  
~~(ii) The requirement has been satisfied.~~  
~~(iii) The requirement is to be satisfied in Stage .....~~

Council Delegate  
~~Council seal~~  
 Date 27 / 5 / 2005

~~Re-certified under section 11(7) of the Subdivision Act 1988.~~

~~Council Delegate~~  
~~Council seal~~  
~~Date / /~~

**Vesting of Roads or Reserves**

| Identifier | Council/Body/Person |
|------------|---------------------|
| Nil.       | Nil.                |

**Notations**

|   |  |
|---|--|
| <b>Depth Limitation:</b> Does not apply   | <b>Staging</b> This is not a staged subdivision.<br>Planning Permit No.  |
| Boundaries shown by thick continuous hatched lines are defined by buildings.<br><u>Location of boundaries defined by buildings :</u><br>Exterior Face: Boundaries shown thus<br>Median: Boundaries shown thus | Survey:- This plan is based on survey.<br>To be completed where applicable.<br>This survey has been connected to permanent marks no(s).<br>In Proclaimed Survey Area no. |

**Easement Information**

**Legend:** E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement  
 A - Appurtenant Easement R - Encumbering Easement (Road)

Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan.

| Easement Reference | Purpose             | Width (Metres) | Origin    | Land Benefited/In Favour Of |
|--------------------|---------------------|----------------|-----------|-----------------------------|
| E-1                | DRAINAGE & SEWERAGE | 1.83           | LPI2102   | LOTS ON LPI2102             |
| E-1                | SEWERAGE            | 1.83           | THIS PLAN | CITY WEST WATER LIMITED     |

LR use only

Statement of Compliance / Exemption Statement

Received

Date 19 / 7 / 05

---

LR use only

PLAN REGISTERED  
 TIME 12:20  
 DATE 25 / 7 / 2005

*Jonny Bevan*  
 Assistant Registrar of Titles

SHEET 1 OF 3 SHEETS

**FRANCIS O'HALLORAN & CO.**  
 Consulting Surveyors and Property Planners  
 32 Peel Street Collingwood Victoria 3066  
 Telephone (03) 9419 8422 Fax (03) 9415 1370

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts

SIGNATURE \_\_\_\_\_ DATE 18 / 3 / 05

REF 8001                                  VERSION B

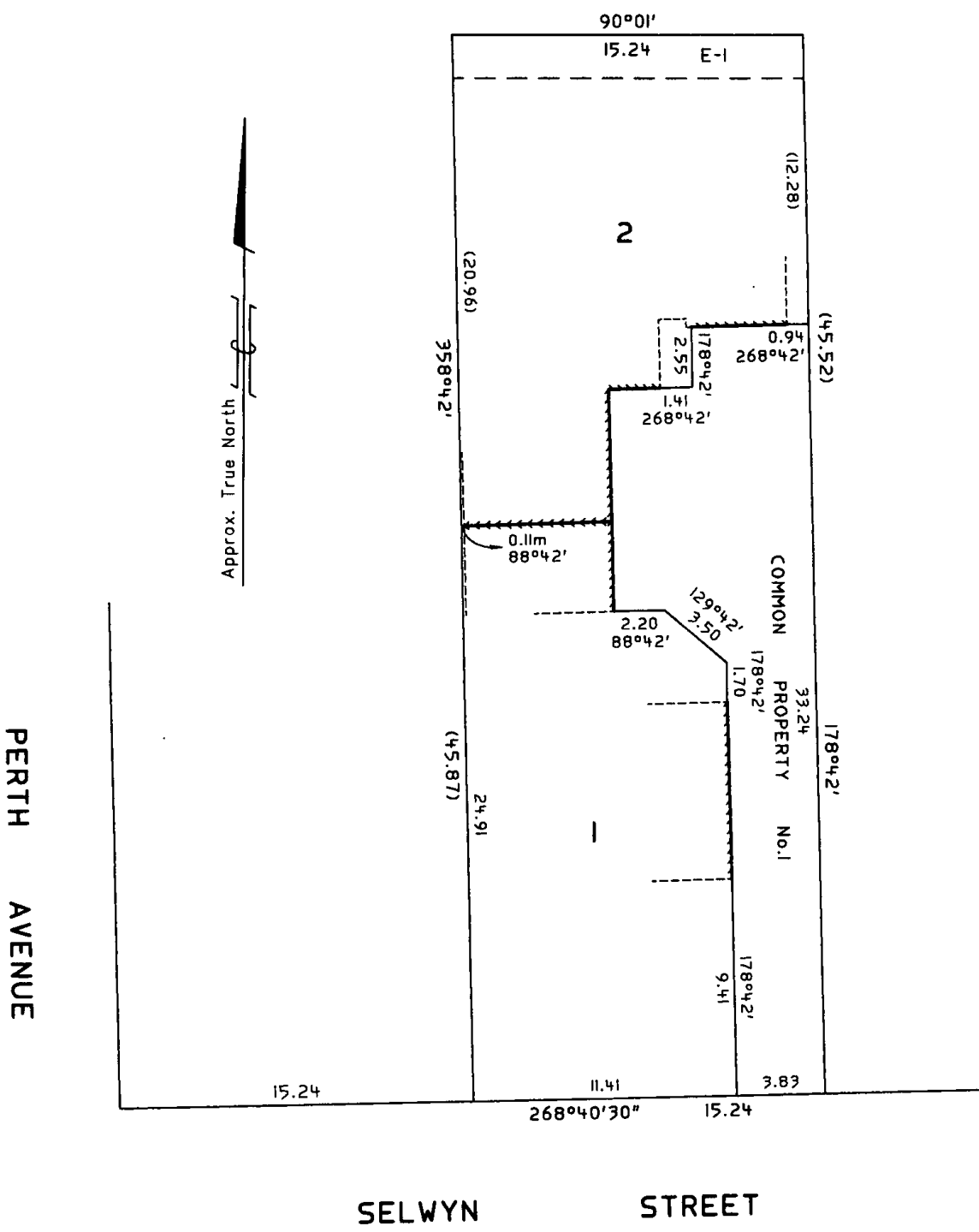
DATE 27 / 5 / 2005  
 COUNCIL DELEGATE SIGNATURE  
 Original sheet size **A3**

**PLAN OF SUBDIVISION**

Stage No. /

Plan Number

**P5532213Q**



**FRANCIS O'HALLORAN & CO.**  
 Consulting Surveyors and Property Planners  
 32 Peel Street Collingwood Victoria 3066  
 Telephone (03) 9419 8422 Fax (03) 9415 1370

SHEET 2 OF 3 SHEETS

|                       |       |
|-----------------------|-------|
| ORIGINAL              | SCALE |
| SHEET SIZE            | SCALE |
| A3                    | 1:200 |
|                       |       |
| LENGTHS ARE IN METRES |       |

LICENSED SURVEYOR (PRINT) Kenneth J. Roberts  
 SIGNATURE \_\_\_\_\_ DATE  / /  
 REF 8001 VERSION B

DATE  / /  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

PS532213Q

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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. None of the State of Victoria, LANDATA REGD TM System, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

Produced: 21/05/2021 11:17:33 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS532213Q**

The land in PS532213Q is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1, 2.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

40 SELWYN STREET ALBION VIC 3020

PS532213Q 25/07/2005

### Owners Corporation Manager:

NIL

### Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

| Land Parcel       | Entitlement   | Liability     |
|-------------------|---------------|---------------|
| Common Property 1 | 0             | 0             |
| Lot 1             | 100           | 100           |
| Lot 2             | 130           | 130           |
| <b>Total</b>      | <b>230.00</b> | <b>230.00</b> |

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.





# Department of Environment, Land, Water & Planning

---

## Owners Corporation Search Report

Produced: 21/05/2021 11:17:33 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS532213Q**

Statement End.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 21 May 2021 11:26 AM

## PROPERTY DETAILS

Address: **UNIT 2/40 SELWYN STREET ALBION 3020**  
Lot and Plan Number: **Lot 2 PS532213**  
Standard Parcel Identifier (SPI): **2\PS532213**  
Local Government Area (Council): **BRIMBANK**  
Council Property Number: **969428**  
Planning Scheme: **Brimbank**  
Directory Reference: **Melway 26 D11**

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

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **City West Water**  
Melbourne Water: **inside drainage boundary**  
Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **ST ALBANS**

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



 GRZ - General Residential  PPRZ - Public Park & Recreation

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

Copyright © - State Government of Victoria

**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

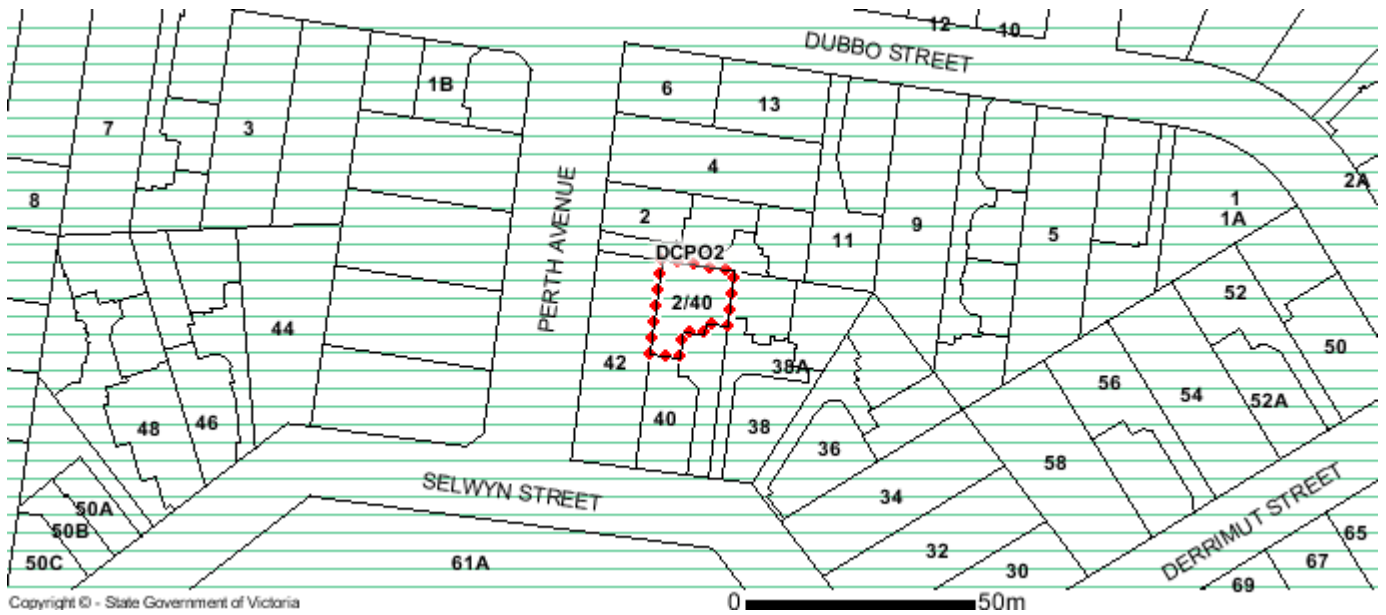
Read the full disclaimer at [www.land.vic.gov.au/home/copyright-and-disclaimer](http://www.land.vic.gov.au/home/copyright-and-disclaimer)

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

## Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 \(DCPO2\)](#)



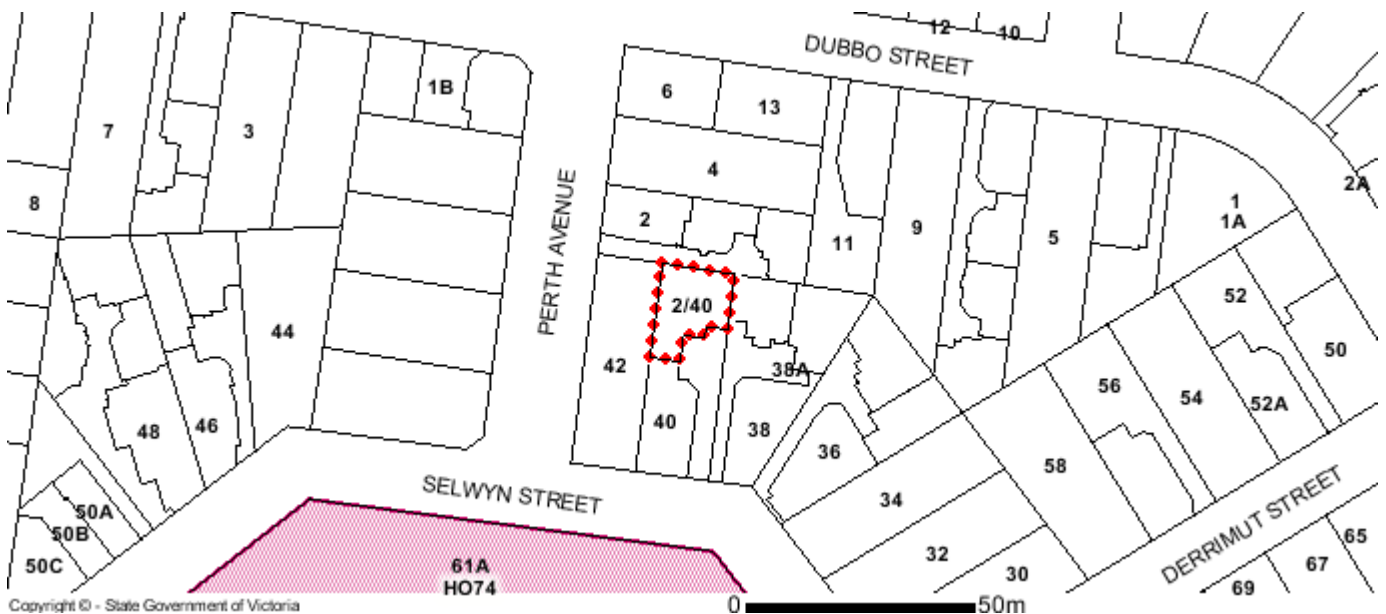
DCPO - Development Contributions Plan

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\)](#)



HO - Heritage

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

Copyright © - State Government of Victoria

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

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

## Further Planning Information

Planning scheme data last updated on 19 May 2021.

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

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

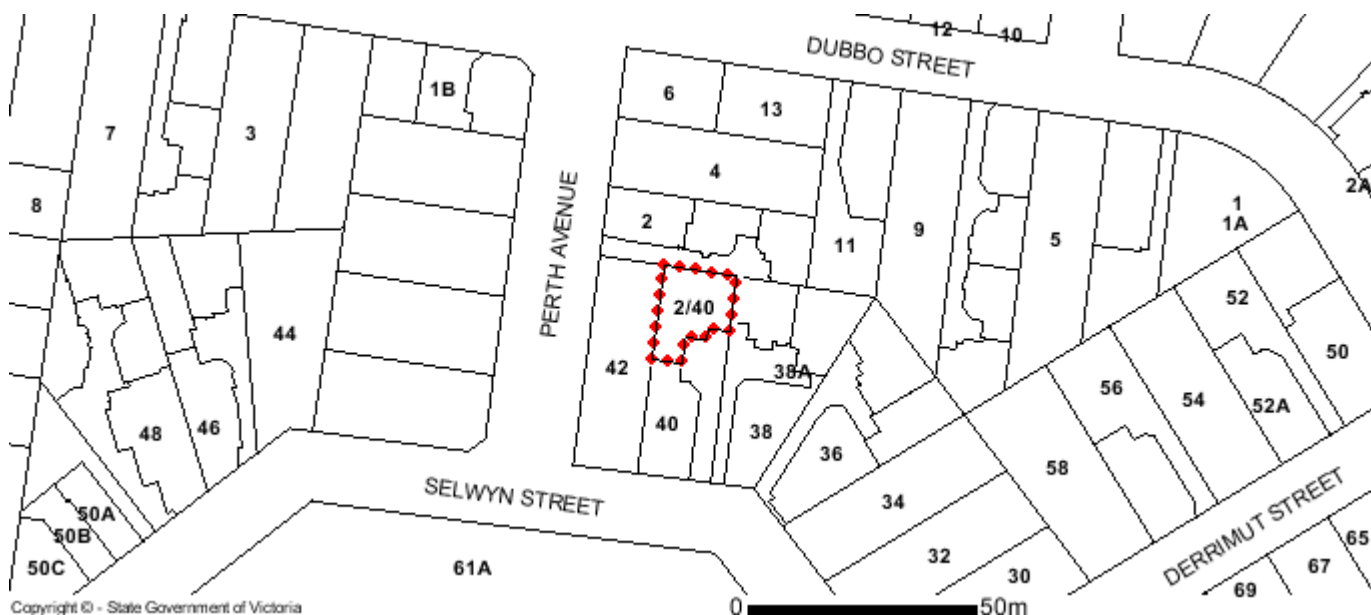
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

## 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 Area

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>

## Property Report

from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 21 May 2021 11:29 AM

**Address:** UNIT 2/40 SELWYN STREET ALBION 3020

**Lot and Plan Number:** Lot 2 PS532213

**Standard Parcel Identifier (SPI):** 2\PS532213

**Local Government (Council):** BRIMBANK **Council Property Number:** 969428

**Directory Reference:** Melway 26 D11

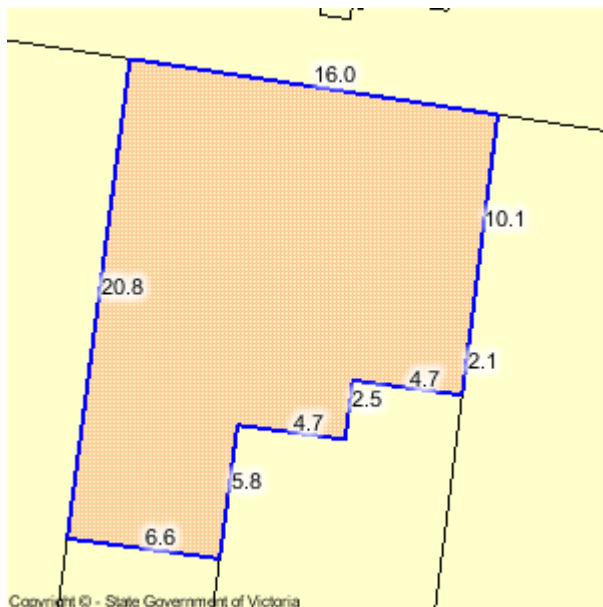
**This property is not in a designated bushfire prone area.**

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

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

### Site Dimensions

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



**Area:** 263 sq. m

**Perimeter:** 73 m

For this property:

— Site boundaries

— Road frontages

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

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

### State Electorates

**Legislative Council:** WESTERN METROPOLITAN

**Legislative Assembly:** ST ALBANS

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** City West Water

**Melbourne Water:** inside drainage boundary

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

Planning information continued on next page

Copyright © - State Government of Victoria

**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at [www.land.vic.gov.au/home/copyright-and-disclaimer](http://www.land.vic.gov.au/home/copyright-and-disclaimer)

## Planning Zone Summary

- Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)  
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)
- Planning Overlay:** DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)  
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

Planning scheme data last updated on 19 May 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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

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

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

## Area Map



Copyright © - State Government of Victoria

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



# 2020-21 Annual Rates and Charges Fourth Instalment Reminder Notice

For the Period 1 July 2020 to 30 June 2021

Brimbank City Council  
PO Box 70  
SUNSHINE VIC 3020  
ABN 35 915 117 478

Brimbank  
City Council

  
MISS J LI  
UNIT 2  
40 SELWYN STREET  
ALBION VIC 3020



023  
003832  
R1\_8701

### Tax Invoice

**Assessment No.** 0969428

**Date of Issue** 27 Apr 2021

### Rate Enquiries

Monday to Friday 8.45am - 5pm  
Phone: 03 9249 4000  
Fax: 03 9249 4351  
TTY: 03 9249 4999  
Web: [www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)  
Email: [info@brimbank.vic.gov.au](mailto:info@brimbank.vic.gov.au)

Property Unit 2 40 SELWYN STREET ALBION VIC 3020  
LOT 2 PLN 532213

Payments made on or after 14 April 2021  
may not have been deducted from this acc.

### Instalment 4

**Due 31 May 2021 \$412.00**

### Particulars of Rates and Charges:

4th Instalment 2020/2021 due 31 May 2021 \$412.00

**Total Balance Rates and Charges 2020/2021 \$412.00**


**Late payments will attract interest at 10%**  
Any arrears, interest and legal costs are overdue  
and must be paid immediately.


Postal delays will not be accepted as an excuse  
for late payment.


*paid on 18.5.2021*

If you are the ratepayer of a property in Brimbank and are experiencing financial hardship as a result of the coronavirus (COVID-19) pandemic Council can offer support. Please visit Council's website to read COVID-19 Financial Hardship Policies to determine which one applies to your circumstances, or call contact Council to obtain copies of the policies and application forms.

**Payment options (More payment options overleaf). Please return this section if paying by mail.**

 **Online**  
Visit the Brimbank City Council website  
[www.brimbank.vic.gov.au](http://www.brimbank.vic.gov.au)

 To have your notices emailed  
Register at [brimbank.enotices.com.au](http://brimbank.enotices.com.au)  
Reference No: 52ACED830L

 **Biller Code: 93948**  
Ref: 0000 0969 428

Contact your bank or financial  
institution to make this  
payment directly from your cheque,  
savings or credit account

More Info: [bpay.com.au](http://bpay.com.au)



**Billpay Code: 0355**  
Ref: 9694 28

Pay In-store at Australia Post,  
by phone 13 18 16 or online at  
[auspost.com.au/postbillpay](http://auspost.com.au/postbillpay)



\*355 969428

Assessment No: 0969428

**Amount Payable**  
\$412.00

**Payment Due by**  
31 May 2021

 **eNotices**

GO TO [BRIMBANK.ENOTICES.COM.AU](http://BRIMBANK.ENOTICES.COM.AU)

Register now at  
[brimbank.enotices.com.au](http://brimbank.enotices.com.au)

 **Reprinted Notices**  
To view and reprint your notices register at [brimbank.enotices.com.au](http://brimbank.enotices.com.au). You can extract a PDF copy at any time.





City West Water™

JIN LI  
UN 2/40 SELWYN STREET  
ALBION VIC 3020



My account number is

1251 1343 0121

|   |   |
|---|---|
| Invoice No.   | T563034055  |
| Service Address   | Un 2/40 Selwyn Street Albion<br>Lot 2 Plan 532213 |
| Issue Date  | 25 Feb 2021                                       |
| Water Faults & Emergencies (24 hours)   | 132 642   |
| Enquiries & Support<br>(8.30am-5.00pm Mon-Fri)<br>Credit Card Payments &<br>Balances (24 hours) | 131 691   |
| Interpreter Service   | 9313 8989   |
| Mail Cheques  | GPO Box 1152, Melbourne Vic 3001                  |
| General Mail  | Locked Bag 350, Sunshine Vic 3020                 |

**City West Water Corporation**

ABN 70 066 902 467

[citywestwater.com.au](http://citywestwater.com.au)

## Account summary

|  |                        |                      |
|--|------------------------|----------------------|
|  | PREVIOUS BILL RECEIVED | \$482.20<br>\$482.20 |
|  | BALANCE                | \$0.00               |
|  | YOUR USAGE             | \$47.61              |
|  | NETWORK CHARGES        | \$115.85             |
|  | OTHER CHARGES          | \$26.08              |
|  | <b>PLEASE PAY</b>      | <b>\$189.54</b>      |

## Having trouble paying your bill?

We're here to help and have a range of payment options to support you at this time.

Visit [citywestwater.com.au/assist](http://citywestwater.com.au/assist) to find out more.

Visit our website today



# Details of charges - Residential

## Previous Bill

Previous Bill \$482.20

## Payments Received

27/11/2020 -\$482.20

**BALANCE FORWARD \$0.00**

## Usage Charges

| Meter Number | Bill Days | Previous Reading | Current Reading | Consumption in Kilolitres           | Rate \$ | Total \$ |
|--------------|-----------|------------------|-----------------|-------------------------------------|---------|----------|
| MAF504936    | 98        | 02442            | 02456           | 14.00 (meter read date: 24/02/2021) |         |          |

## Total Water Consumed

Usage Step 1 (19/11/2020 to 24/02/2021) 14.00 2.7748 \$38.85

**Total 14.00 \$38.85**

## Sewage Disposal

10.13 0.8644 \$8.76

**Total \$8.76**

**TOTAL USAGE CHARGES \$47.61**

## Network Charges

Water Network Charge (01/01/2021 to 31/03/2021) \$52.70

Sewerage Network Charge (01/01/2021 to 31/03/2021) \$63.15

**TOTAL NETWORK CHARGES \$115.85**

## Other Charges

Waterways & Drainage Charge (01/01/2021 to 31/03/2021) \$26.08

**TOTAL OTHER AUTHORITIES' CHARGES \$26.08**

**FINAL TOTAL, PLEASE PAY THIS AMOUNT \$189.54**

## Waterways & Drainage Charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. Customers in rural areas are charged at a lower rate to reflect the reduced services compared to urban customers. Learn more at [MelbourneWater.com.au/wwdc](http://MelbourneWater.com.au/wwdc)

Visit [citywestwater.com.au/charges](http://citywestwater.com.au/charges) or call 131 691 for more details about these charges.

The right of City West Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

**Service Address:** Un 2/40 Selwyn Street Albion

DATE PAID

AMOUNT PAID

RECEIPT NO

My account number is  
**1251 1343 0121**



**Direct Debit:** Visit [citywestwater.com.au/paymentoptions](http://citywestwater.com.au/paymentoptions) or call 131 691



**Mail cheque:** Post this slip with your cheque payable to: **City West Water, GPO Box 1152, Melbourne Vic 3001**



**Credit Card:** Visit [citywestwater.com.au/pay](http://citywestwater.com.au/pay) or call 131 691 to pay via Visa or Mastercard on our 24 hours credit card payment system

## Payment Assistance

If you're finding it hard to pay your bill call our team on **131 691** to discuss your circumstances or visit [citywestwater.com.au/assist](http://citywestwater.com.au/assist) to view our support options.

**Telephone and Internet Banking - BPAY®:** Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at [bpay.com.au](http://bpay.com.au)

**POST billpay** Billpay Code: **0362** Ref: **1251 1343 0121**

**Post BillPay:** Pay in person at any Post Office or agency, call 131 816 or visit [postbillpay.com.au](http://postbillpay.com.au)

## Greater Western Water – a new era

On 1 July 2021, City West Water and Western Water will integrate to form a new water corporation – Greater Western Water. This new entity will service Melbourne's inner city and fast-growing west. Learn more at [citywestwater.com.au/gww](http://citywestwater.com.au/gww)

## MyAccount, your residential water account online

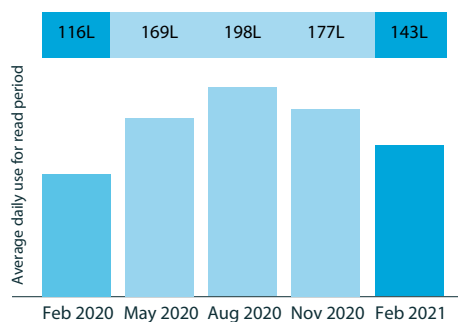
MyAccount makes it easier for you to view your bills or upcoming payments, update your information, set up direct debit or a payment plan and apply for a concession rebate. To register visit [citywestwater.com.au/myaccount](http://citywestwater.com.au/myaccount)

## Need help paying your bill?

We understand that sometimes you may be facing difficulties. Our hardship and water efficiency programs offer support and can give you access to concessions and utility relief grants. Where appropriate, we can also refer you to financial counselling services. Learn more at [citywestwater.com.au/assist](http://citywestwater.com.au/assist)

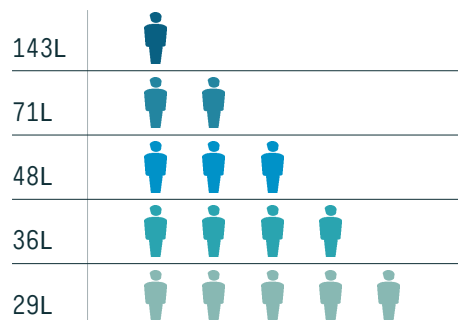
## Is your household on Target 155?

Your average daily water cost for this bill is \$0.40



## Average daily use per person

To find out average daily use per person, refer to the line which indicates the number of people in your home.



\*362 125113430121

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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