

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008
142 MAGNOLIA AVENUE, MILDURA VIC 3502

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

The terms of this contract are contained in the:

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/..... /20.....

Print name of person signing:

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

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

SIGNED BY THE VENDOR..... on/..... /20.....

BRIAN KEITH THOMPSON AND JENNIFER MARIE THOMPSON

Print name of person signing.....

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

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

Cooling-off period

IMPORTANT NOTICE TO PURCHASERS

Section 31
Sale of Land Act 1962

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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.

Sch. 1

Sale of Land Regulations 2005

S.R. No. 28/2005

SCHEDULES

SCHEDULE 1

Regulations 5, 6, 7

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

- *1. No bids may be made on behalf of the vendor of the land.
OR
 - *1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
[*One of these alternatives must be deleted]
 - 2. The auctioneer may refuse any bid.
 - 3. The auctioneer may determine the amount by which the bidding is to be advanced.
 - 4. The auctioneer may withdraw the property from sale at any time.
 - 5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
 - 6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
 - 7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
-

LEGEND
 Yes - Remaining in property
 No - To be removed
 N/A- Does not exist

CHATELS LIST

PPTY: 142 MAGNOLIA AVENUE, MILDURA 3502



The Vendor acknowledges the following appliances and items are to be included in the sale and warrants that they shall be maintained in their current condition at the time of settlement.

Air Conditioner	<input checked="" type="radio"/> Yes	No	N/A
Ducted Heating Unit	<input checked="" type="radio"/> Yes	No	<input checked="" type="radio"/> N/A
Heater/s	<input checked="" type="radio"/> Yes	No	<input checked="" type="radio"/> N/A
Dishwasher	<input checked="" type="radio"/> Yes	No	<input checked="" type="radio"/> N/A
Microwave Oven	<input checked="" type="radio"/> Yes	No	<input checked="" type="radio"/> N/A
Ducted Vacuum	<input checked="" type="radio"/> Yes	No	<input checked="" type="radio"/> N/A
Wall Oven	<input checked="" type="radio"/> Yes	No	<input checked="" type="radio"/> N/A
Hot Plates	<input checked="" type="radio"/> Yes	No	<input checked="" type="radio"/> N/A
Upright Stove	<input checked="" type="radio"/> Yes	No	N/A
Rangehood	<input checked="" type="radio"/> Yes	No	N/A
Security System	<input checked="" type="radio"/> Yes	No	<input checked="" type="radio"/> N/A
Hot Water Service	<input checked="" type="radio"/> Yes	No	N/A
Swimming Pool Equipment	<input checked="" type="radio"/> Yes	No	<input checked="" type="radio"/> N/A
Telephone	<input checked="" type="radio"/> Yes	No	N/A
Intercom System	<input checked="" type="radio"/> Yes	No	<input checked="" type="radio"/> N/A
Ceiling Fan(s)	<input checked="" type="radio"/> Yes	No	<input checked="" type="radio"/> N/A
Smoke Detectors	<input checked="" type="radio"/> Yes	No	N/A
Sensor Light(s)	<input checked="" type="radio"/> Yes	No	N/A
Existing Floor Coverings	<input checked="" type="radio"/> Yes	No	N/A
Existing Light Fittings	<input checked="" type="radio"/> Yes	No	N/A
All Curtains, blinds and drapes	<input checked="" type="radio"/> Yes	No	N/A

ADDITIONAL ITEMS TO REMAIN AT SETTLEMENT

Television Antenna	<input checked="" type="radio"/> Yes	No	N/A
Existing Plants (excluding pot plants)	<input checked="" type="radio"/> Yes	No	N/A
Letterbox	<input checked="" type="radio"/> Yes	No	N/A
Children's playground equipment	<input checked="" type="radio"/> Yes	<input checked="" type="radio"/> No	N/A
Clothes Line	<input checked="" type="radio"/> Yes	No	N/A
Sprinkler System	<input checked="" type="radio"/> Yes	No	<input checked="" type="radio"/> N/A
Gas BBQ	<input checked="" type="radio"/> Yes	No	<input checked="" type="radio"/> N/A
Garden Shed/s	<input checked="" type="radio"/> Yes	No	N/A

The Vendor acknowledges that the Agent may rely upon any information contained in this checklist in the course of negotiations with a potential purchaser. The Vendor warrants that the information provided in this checklist is accurate at the time it is given.

Signatures of Vendors  
 Brian Keith Thompson Jennifer Marie Thompson
 Dated: 19/6/2021

Signature/s of Purchaser/s
 Dated:

Estate Agents (Contracts) Regulations 2008

PARTICULARS OF SALE**VENDOR'S ESTATE AGENT**

**FIRST NATIONAL REAL ESTATE
COLLIE & TIERNEY**
67 Lime Avenue
MILDURA VIC 3500

Tel: 03 5023 9912 Mob: 0407 830 970 Ref: Ben Ridley Email: pbergin@ctfnre.com.au

VENDOR

**BRIAN KEITH THOMPSON AND
JENNIFER MARIE THOMPSON**
53 Kiora Avenue
DOREEN VIC 3754

Tel: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

ON THE MOVE CONVEYANCING
P O Box 486
CRAIGIEBURN VIC 3064

Tel: 03 9305 6795 Fax: Ref: GN-21-2731-S Email: gail@onthemoveconveyancing.com.au

PURCHASER

Tel: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 3 & 9)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 6262 Folio 215	Lot 7	LP14880

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement if no title or plan references are recorded in the table above or if the land is general law land.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

142 MAGNOLIA AVENUE, MILDURA 3502

GOODS SOLD WITH THE LAND

(general condition 2.3(f))

Refer attached Chattels List

PAYMENT (general condition 11)

Price	\$		
Deposit	\$		Not greater than 10% (SC 5)
Balance	\$	_____	by _____ has been paid)
		_____	(of which \$ _____ payable at settlement

GST (general condition 13)

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

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

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

GST – RESIDENTIAL WITHHOLDING

The purchaser is not required to make a GST withholding payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 153 (Cth) to the Australian Taxation Office at settlement in relation to this property unless the words '**GST Withholding**' appears in this box, in which case the Vendor will provide further details before settlement. This section serves as a Notification for the purposes of Section 14-255 of Schedule 1 of the Taxation Administration Act 1953 (Cth) and the Vendor will not be required to produce a notice otherwise to this effect.

SETTLEMENT (general condition 10)

Is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

SUBJECT TO LEASE

in which case refer to general condition 1.1.

TERMS CONTRACT (general condition 23)

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

LOAN (general condition 14)

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

Lender:

Loan amount:

Approval date:

Building Report

Special Condition 18 applies if the box is checked.

Special Condition 19 applies if the box is checked.

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE**1. Encumbrances**

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

2. Vendor warranties

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

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, 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.

- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4** The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
- (a) that —
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6** The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if —
- (a) the 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.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(a) must be effective in releasing the 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.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13** If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5** The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6** If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

MONEY

10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

- (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

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

- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

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

Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

1. Acceptance of title

General condition 12.4 is added:

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.

Special condition 2 – Electronic conveyancing

EC

Settlement and lodgment will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked "EC".

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment 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*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 2.3 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*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 2.7 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 special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 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 Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

GST WITHHOLDING SPECIAL CONDITION

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Special condition 3 – GST withholding

3 GST WITHHOLDING

- 3.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 3.2 This special condition 3A applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 3B is to be taken as relieving the vendor from compliance with section 14-255.
- 3.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 3.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 3.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this special condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 3.6 The representative is taken to have complied with the requirements of special condition 3A.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

3.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 13-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in special condition 3A.3.

However, if the purchaser gives the bank cheque in accordance with this special condition 3A.7, 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.

3.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

3.9 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

3.10 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

3.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 3A.10 ; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

3.12 This special condition will not merge on settlement.

SPECIAL CONDITIONS

1. General Conditions

The Purchaser agrees and acknowledges that the General Conditions herein are modified and, in the event of inconsistency with any particular provision thereof, that provision is superseded by the following provisions:

- (i) General Condition 5 (Consents) is deleted;
- (ii) General Condition 8 (Builder Warranty Insurance) is deleted;
- (iii) General Condition 15 (Statement of Adjustments) shall be varied as follows:-

The Statement of Adjustments (together with copy Certificates from Rating Authorities) is to be delivered to the Vendor's Conveyancer at least three working days prior to settlement or proposed settlement and if the Purchaser shall fail to comply with the provisions of this Clause the Purchaser may pay interest at the rate set out in Special Condition 1(vii) hereof for each day that the Purchaser is late in so delivering the Statement of Adjustments and copy Certificates. If the Purchaser fails to comply with the provisions of this Clause, the Vendor may at his or her discretion, not accept the Statement of Adjustments provided to it as evidence of the residue owing and may deem part of the residue remaining unpaid. The rights hereunder shall not merge with settlement. Land tax is to be adjusted either on the single holding amount or the proportional amount whichever is higher. If settlement is delayed because of a default by the Purchaser and occurs in a calendar year after the calendar year in which the settlement date falls, then, at settlement the Purchaser must pay to the Vendor an amount equal to all land tax which the Vendor incurs in respect of the property for the calendar year in which settlement occurs.

- (iv) General Condition 14.2(b) is amended by adding after the word "and" the following, "provides to the Vendor written evidence from the Purchaser's lender that a loan application has been submitted by the Purchaser prior to the loan approval date and has not received loan approval".
- (v) General Condition 14.2(c) is hereby deleted and replaced with the following words; "serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor. Should a later date be requested by the Purchaser and granted by the Vendor the 2 clear business day allowance no longer applies. A backdated letter or correspondence received from a Mortgage Broker is not acceptable. The Vendor gives notice, and the Purchaser hereby acknowledges and agrees that any reference to a Lender is reference to a lending institution providing funds to the Purchaser. A Mortgage Broker is not a lender but a person or entity assisting the Purchaser with his/her finance application; and"
- (vi) General Condition 18 (Nominee) is amended by adding an additional sentence as follows, "Any nomination must be made at least 10 days before the Settlement Date". If the Purchaser wishes to nominate it must deliver to the satisfaction of the Vendor's Conveyancer:
 - (1) a nomination notice executed by the relevant parties;
 - (2) a copy of the duly signed nominee statutory declaration required by the State Revenue Office; and
 - (3) a Guarantee and Indemnity, executed by all the directors and shareholders of the nominee Purchaser company in the form of the guarantee annexed hereto.

If the Purchaser fails to deliver the Nomination documentation as per Special Condition 1 (iv) (1) above the Vendor need not settle this Contract until the expiration of 10 days from the date of delivery to the Vendor of the said documentation and the Purchaser is deemed to be in default in payment of the Balance of the Price and any other amount due to be paid at settlement, for the period equal to that number of days between the date being 10 days before the Settlement Date and the date of actual delivery of the Nomination documentation to the Vendor, being the default period. Should the 10 day period fall on a weekend, the amount due to be paid will be calculated up to the next business day.

- (vii) General Condition 24 (loss or damage before settlement) is deleted.
- (viii) General Condition 25 herein is hereby deleted. The Vendor gives notice, and the Purchaser hereby acknowledges and agrees that if the Purchaser fails to complete this contract by the due date or time (or re-scheduled date or time), the Vendor may or will suffer losses and expenses which may or will include:
 - (1) the cost of obtaining bridging finance to complete the Vendor's purchase of another property, including any interest required to be paid on that finance;

- (2) interest payable under any existing mortgage over the property unable to be paid out as a result of the non-completion by the Purchaser;
- (3) accommodation expenses and licence fees;
- (4) conveyancer's costs, on a conveyancer and own client basis;
- (5) removalist's fees and any fees associated with the delay in settlement;
- (6) a fee for rescheduling settlement;
- (7) penalties associated with the delay in settlement on the Vendor's completion of the purchase of another property;
- (8) costs associated with reselling the property;
- (9) costs associated with purchasing another property; and
- (10) the difference between the price the Purchaser agreed to pay in this contract, and the actual cost obtained at any later sale occasioned by the Purchaser's failure to complete this contract, and until payment the balance of the price shall be varied by the addition of those amounts

which the Purchaser would be required to pay, in addition to any interest chargeable on outstanding purchase monies, and without prejudice to the Vendor to claim any other loss, expense or damage suffered by the Purchaser's failure to complete the contract.

- (ix) General Condition 26 is hereby deleted. If the Purchaser defaults in payment of any money due under this Contract then interest at the rate of 16 percent (16%) per annum on the amount due at settlement (not the contract price) shall be paid on demand by the Purchaser to the Vendor upon the money becoming overdue. Interest due and payable pursuant to this special condition shall be payable by the Purchaser without the necessity for a notice in writing as Condition 4 of Table A and General Condition 26 of this Contract does not apply to this Contract. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies conferred on the Vendor under this Contract or otherwise.

2. General Condition 2.6 shall be read subject to the following:

The Purchaser acknowledges that:

- (a) Any failure to comply with any planning, health, environmental, building or other legislation, regulations or by-laws or any planning permit and any encroachment of any building or improvements on the land by or on the land does not constitute a defect in the Vendor's title and the Purchaser shall not make any objection or claim any compensation from the Vendor on any such ground;
- (b) The Purchaser accepts the land and improvements thereon and services on and to the land in their present condition, position and state of repair and subject to all faults and effects both latent and patent; and
- (c) The Vendor will not be required to procure any building permit, building approval, final inspection, occupancy permit, warranty insurance or any other permits, approvals or inspections in relation to the land or any improvements and the Purchaser shall not claim any compensation from the Vendor on that ground.

3. **Compliance with Applicable Law**

- (a) The Vendor does not represent or warrant that the property, its use or the condition of the property complies with Applicable Law.
- (b) The Purchaser buys the property subject to any Applicable Law, including the requirements of any planning scheme or planning permit.
- (c) The Purchaser may not make any requisition or objection nor claim any compensation from the Vendor for any actual or alleged non-compliance with Applicable Law. The Vendor does not have to pay all or some of the cost of complying with Applicable Law.
- (d) "Applicable Law" includes acts, regulations, by-laws, local laws, rules, or requirements of any municipality, statutory authority or corporation with statutory jurisdiction over the property (including any Body Corporate or Owner Corporation under the Owners Corporation Act 2006) or any other statutory requirements applying to

the property. It also includes planning, building, subdivision, environment, occupational health and safety and all laws requiring; restricting or imposing liability for works on the property.

4. **Condition of the property**

- (a) The Purchaser acknowledges that the parties have inspected the property hereby sold and accepts the condition thereof.
- (b) Save as may be otherwise hereinafter expressly provided to the contrary, the Purchaser agrees and acknowledges that:-
 - (i) he/she is purchasing the property in its present condition and state of repair and with any defects as regards its construction and as inspected and existing as at the date hereof; and
 - (ii) the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or Improvements to the property.
- (c) The Purchaser further acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to fitness for any particular purpose or otherwise in respect to same and the Purchaser expressly releases the Vendor and/or its servants or agents from any claims or demands in respect thereto.

5. **Deposit**

The Purchaser shall not pay and the Selling Agent or Vendor will not accept a deposit greater than 10% of the sale price. Should the Vendor or Selling Agent accept a deposit greater than 10% of the sale price, the additional amount will be immediately refunded to the Purchaser. A deposit bond or deposit guarantee is not acceptable.

6. **Purchasers buying unequal interests**

- (a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the contract correctly records at the date of the sale the proportions in which they are buying the property ('the proportions').
- (b) If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchasers' responsibility to pay any additional duty that may be assessed as a result of the variation.
- (c) The Purchaser fully indemnifies 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.
- (d) This Special Condition will not merge on completion.

7. **Purchaser's acknowledgements**

The Purchaser acknowledges and admits that: -

- (a) she/he has entered into this Contract on the basis of her/his own inspections and the enquiries she/he has carried out (if any);
- (b) in entering into this Contract she/he has relied on her/his own judgement;
- (c) she/he has not relied on any representations by the Vendor the Vendor's Agent or any other person or persons or corporation in and about entering into this Contract other than as set out herein;
- (d) the conditions and stipulations hereof constitute the only and entire agreement between the Purchaser and the Vendor, and
- (e) the land as offered for sale and inspected by him/her is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from her/his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act 1962 (as amended).

8. Foreign Acquisitions and Takeovers Act 1975

The Purchaser warrants to the Vendor that any approval required under the *Foreign Acquisition and Takeovers Act 1975 (Cth)* to enter into this Contract has been obtained or that a statement of non-objection in connection with the *Foreign acquisitions and Takeovers Act 1975 (Cth)* has been obtained. The Purchaser undertakes to keep the Vendor fully indemnified against any loss, real or consequential, which the Vendor or the Vendor's appointed servants or agents may suffer as a result of the Purchaser failing to obtain the aforesaid approval or statement of non-objection or both which failure results in loss or damage to the Vendor.

9. Tenancy (if any)

- (a) The Property is sold subject to the tenancy/ies of which are set out in this Contract.
- (b) The Purchaser acknowledges that the Vendor shall have the right from the day of sale up to and including the Settlement Date to manage the property, deal with the tenant(s) and review rentals in the ordinary course of business and otherwise do all things which may be reasonable and necessary or ancillary to the conduct of the Property as an income producing investment.
- (c) The Vendor does not warrant that:-
 - (i) the tenancy agreement/s will be in existence on the Settlement Date; or
 - (ii) the tenant(s) has/have observed the items and conditions of the agreement(s) on the Settlement Date.
- (d) The Purchaser shall not make any objection, requisition or claim for compensation nor shall the Purchaser delay completion or rescind this Contract if the tenancy agreement(s) is not in existence or the tenant is in default on the Settlement Date.
- (e) Should the tenant(s) be in arrears in the payment of any monies payable under the agreement as at the Settlement Date and the Vendor wishes to commence legal proceedings against any tenant for the recovery of all or part of such moneys, notwithstanding Section 141 of the Property Law Act 1958, the Purchaser agrees to allow the Vendor to commence such proceedings in the Purchaser's name at the vendor's expense and the Purchaser agrees to do all things reasonably required by the Vendor to obtain recovery of such moneys.
- (f) The rents and profits of the Property ("Rent") paid or payable to the Vendor by the tenant(s) pursuant to the agreement will be apportioned at settlement between the Vendor and the Purchaser in the following manner:-
 - (i) the Vendor shall be entitled to all Rent in respect of the period up to and including the Settlement Date and the Purchaser shall be entitled to all Rent after that date.
 - (ii) the Purchaser shall not in any circumstances be entitled to adjust against the Vendor in respect of Rent payable but unpaid for any period from the Settlement Date.
- (g) If after the Settlement Date the Purchaser receives Rent in respect of a period the whole or part of which occurred on or prior to the Settlement Date, the Purchaser shall hold in trust for and pay to the Vendor within 7 days of its receipt such Rent or a proportion thereof equal to the proportion which the number of days of such period prior to and including the Settlement Date bears to the total number of days in such period.
- (h) General Condition 15 shall be read and construed subject to the proviso that there shall be no apportionment or adjustment of the rates taxes and other outgoings ("Outgoings") payable by the Tenant/s pursuant to the tenancy agreement(s) and the Vendor shall not be called upon to pay any such Outgoings that may be unpaid on the Settlement Date save that in the case of any Outgoings paid by the Vendor and not reimbursed by the tenants the Purchaser shall reimburse them to the Vendor and the Purchaser shall then be entitled to recover them from the tenant under the terms of the tenancy agreement/s.

10. Guarantee

Where the Purchaser (appointed or nominated) is a corporation the Purchaser shall within fourteen (14) days from the Day of Sale [or (14) days from the date of nomination] procure the execution of a guarantee in the form annexed hereto by all the directors and principal shareholders of the Purchaser.

- (a) The Vendor will be entitled/will be in possession of the property on or before the Settlement Date.
- (b) The Vendor warrants that he owns all fixtures and chattels listed in the Contract.
- (c) The property is not subject to, or affected by any legal proceedings.

- (d) The property is not subject to any encumbrances not disclosed in the Vendor's Statement, or any encumbrances not disclosed will be discharged on or before the Settlement Date.
- (e) The property is not subject to any encumbrances not disclosed in the Vendor's Statement, or any encumbrances not disclosed will be discharged on or before the Settlement Date.
- (f) The Vendor will be in a position to deliver the Title to the property to the Purchaser on the Settlement Date.
- (g) The Vendor will provide a Statutory Declaration as required by the State Revenue Office at settlement.
- (h) The Vendor has not received any notices affecting the property other than those, if any, disclosed in the Vendor's Statement and will provide any notices served after the date of the Contract to the Purchaser prior to settlement.

11. Delivery of Transfer (unless settlement is to be conducted electronically)

If the Purchaser fails to deliver an original signed and witnessed Transfer (delivery by email not acceptable) in accordance with General Condition 6, the Vendor need not settle this Contract until the expiration of 10 days from the date of delivery to the Vendor of the Transfer of Land and the Purchaser is deemed to be in default in payment of the Balance of the Price and any other amount due to be paid at settlement, for the period equal to that number of days between the date being 10 days before the Settlement Date and the date of actual delivery of the Transfer to the Vendor, being the default period. Should the 10 day period fall on a weekend, the amount due to be paid will be calculated up to the next business day.

12. Delayed Settlement (unless settlement is to be conducted electronically)

- (a) The Vendor gives notice, and the Purchaser hereby acknowledges and agrees that if the Purchaser fails to complete this contract at the arranged time on the due date (or rescheduled date) to settle causing the parties to reschedule settlement, the Vendor may or will suffer losses and expenses which may or will include:
- (b) the re-attendance fees of the Vendor's settlement agent to re-attend settlement to be paid at settlement (an undertaking is not acceptable);
- (c) the re-attendance fees of the Vendor's Bank or agent of the Bank to re-attend settlement (if applicable); and
- (d) the re-attendance fees of any third party of the Vendor to re-attend settlement,

which the Purchaser would be required to pay and any other loss, expense or damage suffered by the Purchaser's failure to complete the contract at the scheduled time.

13. In this contract, unless inconsistent with the context, subject matter, or circumstances:

- (a) the expression the Purchaser includes any party nominated under General Condition 18 hereof, the legal personal representative of the Purchaser, where the Purchaser is a corporation, the successors of the Purchaser, and applies equally where there are two or more purchasers as joint tenants or tenants in common;
- (b) where there is more than one purchaser, each and every term of this contract binds each of them jointly and severally;
- (c) the term the Vendor's agent includes the auctioneer of the property;
- (d) the term the Land includes the chattels (if any) described herein.

14. Smoke Alarms

If the property sold contains a dwelling house it is the Purchaser's responsibility to ensure that the dwelling is fitted with approved smoke alarms pursuant to Clause E1.7 of the Building Code of Australia and Regulation 4.14 of the Building Regulations 1994 within 30 days of settlement of this contract.

15. Solar Panels (if applicable)

The Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state of repair, fitness for purpose, their in-put feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way. The Purchaser acknowledges that any current arrangements with any energy supplier shall cease on settlement.

16. Bank cheques (unless settlement is to be conducted electronically)

The Vendor may request up to ten (10) Bank cheques at the settlement and condition 11.6 of the General Conditions shall be amended by replacing the figure "3" with the figure "10" in its place.

17. Swimming Pool

In the event a swimming pool or external spa is on the land herein described the Purchaser may be required to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in particular Regulation 5.13 requiring the provision of barriers to restrict access by some children to the swimming pool/spa area within 30 days after the date of completion of a Contract.

18. Building Report – NOT APPLICABLE AT AUCTION

- (a) This Special Condition only applies if the applicable box in the particulars of sale is checked.
- (b) The Purchaser may end this contract within 10 business days from the day of sale if the Purchaser:
 - (i) 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;
 - (ii) gives the Vendor a copy of the report and a written notice ending this contract; and
 - (iii) is not then in default.
- (c) All moneys paid must be immediately refunded to the Purchaser if the contract ends in accordance with this Special Condition.

19. Pest Report – NOT APPLICABLE AT AUCTION

- (a) This Special Condition only applies if the applicable box in the particulars of sale is checked.
- (b) The Purchaser may end this contract within 10 business days from the day of sale if the Purchaser:
 - (i) 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;
 - (ii) gives the Vendor a copy of the report and a written notice ending this contract; and
 - (iii) is not then in default.
- (c) All moneys paid must be immediately refunded to the Purchaser if the contract ends in accordance with this Special Condition.

20. Settlement Re-Scheduling Fee

The Purchaser agrees to pay the Vendor's Conveyancer's costs of \$385.00 (GST inclusive) to reschedule settlement should the Purchaser default and fail to settle on the agreed settlement date. The re-scheduling fee is to be paid to the Vendor's Conveyancer at settlement.

21. Auction

The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

GUARANTEE and INDEMNITY

I/We, of

and of

being the **Sole Director / Directors** of ACN

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)

in the presence of:) Director (Sign)
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)

in the presence of:) Director (Sign)
)
 Witness.....)

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor: BRIAN KEITH THOMPSON AND JENNIFER MARIE THOMPSON

Property: 142 MAGNOLIA AVENUE, MILDURA 3502

VENDORS REPRESENTATIVE

On The Move Conveyancing

PO Box 486
CRAIGIEBURN VIC 3064

Tel: (03) 9305 6795

Fax: (03) 9305 6728

Email: gail@onthemoveconveyancing.com.au

Ref: GN-21-2731-S

SECTION 32 STATEMENT
142 MAGNOLIA AVENUE, MILDURA 3502

1 FINANCIAL MATTERS

- (a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows:-

Provider	Amount (& interest if any)	Period
Mildura Rural City Council	Usual amount to be adjusted	Per annum
Lower Murray Water	Usual amount to be adjusted	Per annum
State Revenue Office – Land Tax	Any Land Tax assessed for the current year	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

Their total does not exceed \$4,000.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

- (b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable.

2 INSURANCE

Damage and Destruction

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable.

Owner Builder

- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the Building Act 1993 applies, particulars of the required insurance are as follows:-

No such Insurance has been effected to the Vendors knowledge.

3 LAND USE

- (a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.

SECTION 32 STATEMENT
142 MAGNOLIA AVENUE, MILDURA 3502

- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Name: Mildura Planning Scheme

Responsible Authority	Mildura Rural City Council
Zoning and/or Reservation:	General Residential Zone (GRZ)

4 NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:-

None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

- (b) Unless contained in the attached certificate/s and/or statement/s, the Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

- (c) Particulars of any Notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act, 1986 are:

Not Applicable.

5 BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years

SECTION 32 STATEMENT
142 MAGNOLIA AVENUE, MILDURA 3502

(where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

6 OWNERS CORPORATION

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

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

Not applicable.

8 SERVICES

Service	Available		Connected		Name of Authority
Electricity	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Purchaser/Tenant's Choice
Gas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Purchaser/Tenant's Choice
Water	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lower Murray Water
Sewerage	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Lower Murray Water
Telephone	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Purchaser/Tenant's Choice

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

9 TITLE

Attached are the following document/s concerning Title:

(a) **Registered Title**

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

(b) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

(c) In any other case, a copy of -

(i) the last conveyance in the Chain of Title to the land; or

(ii) any other document which gives evidence of the Vendors title to the land.

(d) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell

SECTION 32 STATEMENT
142 MAGNOLIA AVENUE, MILDURA 3502

- the land.
- (e) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
 - (f) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
 - (g) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

10 DUE DILIGENCE CHECKLIST

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

Is attached.

DATE OF THIS STATEMENT

06 July / 2021 / 20

Names of the Vendors

BRIAN KEITH THOMPSON AND JENNIFER MARIE THOMPSON

Signatures of the Vendors

DocuSigned by:
* Brian Thompson
B457A2D074F14D4...

DocuSigned by:
* Jennifer Thompson
B457A2D074F14D4...

SECTION 32 STATEMENT
142 MAGNOLIA AVENUE, MILDURA 3502

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

DATE OF THIS ACKNOWLEDGMENT

[] / [] /20 []

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.



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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown



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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

VOLUME 06262 FOLIO 215

Security no : 124090763914A
Produced 25/06/2021 09:33 AM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 014880.
PARENT TITLE Volume 04009 Folio 751
Created by instrument 1689235 06/12/1938

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
BRIAN KEITH THOMPSON
JENNIFER MARIE THOMPSON both of 6 HAPPY VALLEY RISE DIAMOND CREEK VIC 3089
AF271060B 14/08/2007

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ585086K 22/12/2017
AFSH NOMINEES PTY LTD

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

DIAGRAM LOCATION

SEE LP014880 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: 142 MAGNOLIA AVENUE MILDURA VIC 3500

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 22/12/2017

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	Plan
Document Identification	LP014880
Number of Pages (excluding this cover sheet)	2
Document Assembled	25/06/2021 09:35

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LP 14880

EDITION 2

PLAN MAY BE LODGED 28-11-1938

PLAN OF SUBDIVISION OF
LOTS 2,3&4 AND PART OF LOT 1 SECTION 73 BLOCK D L.P.2144
BEING PART OF CROWN PORTION I

PARISH OF MILDURA

COUNTY OF KARKAROO

VOL. 4009 FOL. 751

Measurements are in Feet & Inches

Conversion Factor

FEET X 0.3048 = METRES

ENCUMBRANCES

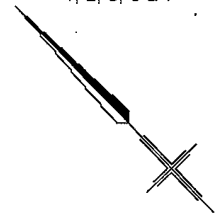
THE RESERVATIONS &
CONDITIONS CONTAINED IN
TR 273957 AFFECTS LOTS
1, 2, 3, 6 & 7

COLOUR CODE

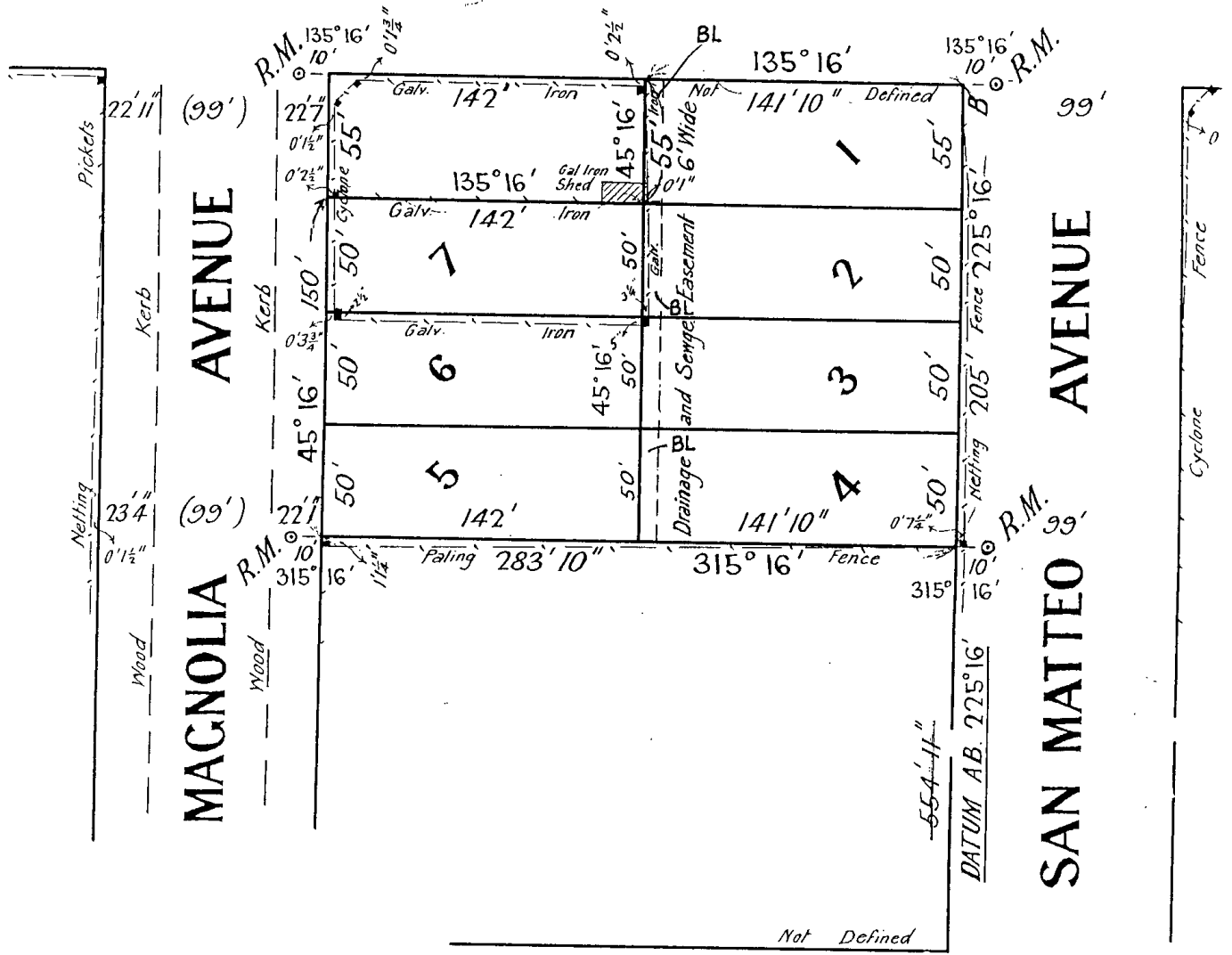
- BL=BLUE
- BR=BROWN
- Y=YELLOW
- H=HATCH
- G=GREEN
- P=PURPLE
- R=RED
- CH=CROSS HATCH

APPROPRIATIONS

THE LAND COLOURED BLUE
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
DRAINAGE AND SEWERAGE



TENTH STREET



ELEVENTH STREET

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 25 June 2021 09:47 AM

PROPERTY DETAILS

Address: **142 MAGNOLIA AVENUE MILDURA 3500**
 Lot and Plan Number: **Lot 7 LP14880**
 Standard Parcel Identifier (SPI): **7\LP14880**
 Local Government Area (Council): **MILDURA**
 Council Property Number: **4499**
 Planning Scheme: **Mildura**
 Directory Reference: **Vicroads 535 Q6**

www.mildura.vic.gov.au

[Planning Scheme - Mildura](#)

UTILITIES

Rural Water Corporation: **Lower Murray Water**
 Urban Water Corporation: **Lower Murray Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
 Legislative Assembly: **MILDURA**

OTHER

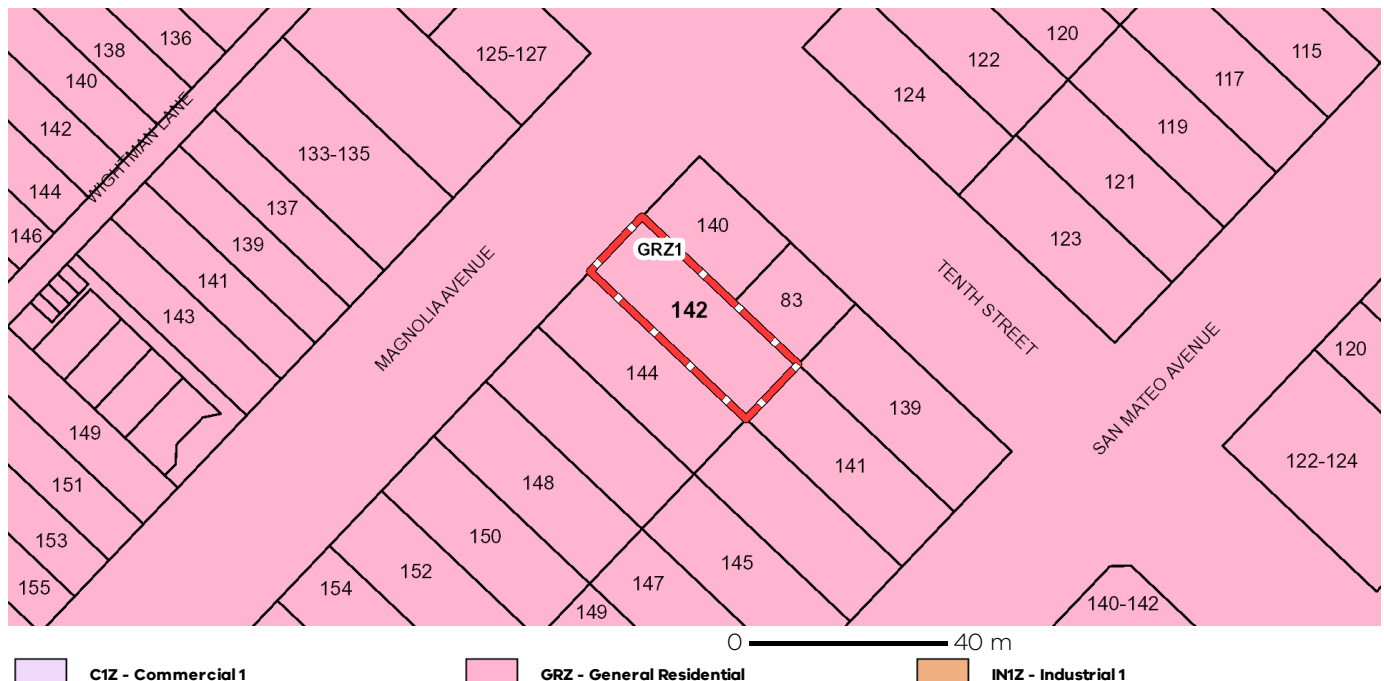
Registered Aboriginal Party: **First People of the Millewa-Mallee**

[View location in VicPlan](#)

Planning Zones

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

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



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

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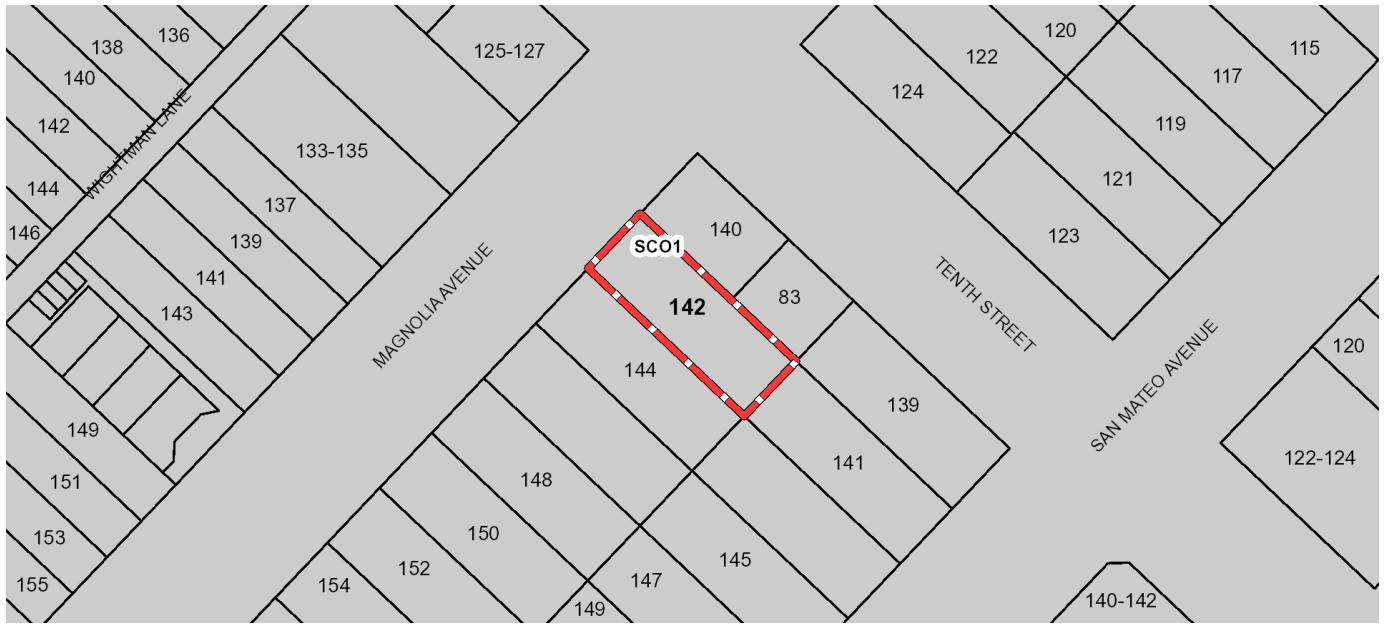
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)

[SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 \(SCO1\)](#)



SCO - Specific Controls

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[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

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 23 June 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 <https://mapshare.maps.vic.gov.au/vicplan>

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

PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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



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

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

Designated bushfire prone areas maps can be viewed on VicPlan at <https://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 <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

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

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au/) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://www.environment.vic.gov.au/)

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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 <https://www2.delwp.vic.gov.au/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).

Residential Tenancy Agreement

Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008



Collie & Tierney

Conditions of Agreement

- SD1. Condition of the premises**
 The Landlord must-
- a) Ensure that the premises are maintained in good repair; and
 b) If the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.
- SD2. Damage to the premises**
- a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
 b) The TENANT must take reasonable care to avoid damaging the premises and any common areas.
 c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.
- SD 3. Cleanliness of the premises**
- a) The LANDLORD must ensure that the premises are in a reasonable clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
 b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.
- 4. Use of premises**
- a) The TENANT must not use or allow the premises to be used for any illegal purpose.
 b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.
- SD 5. Quiet enjoyment**
 The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.
- 6. Assignment or sub-letting**
- a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
 b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, cost or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.
- SD 7. Residential Tenancies Act 1997**
 Each party must comply with the **Residential Tenancies Act 1997**.
 (NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)
- 8. Ancillary use of the premises**
 The tenant must primarily use the premises as a residence. If the tenant wants to use the premises as a residence and for an ancillary purpose, the tenant must first obtain the landlord's written consent. The landlord will not unreasonably withhold consent and in giving consent may impose reasonable terms and conditions.
- 9. Utility Charges**
- 9.1** The landlord is liable for the costs and charges set out in section 53(1) and (if applicable section 54 of the **Residential Tenancies Act 1997**). (Note: Details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).
- 9.2** The tenant is liable for the costs and charges set out in section 52 of the **Residential Tenancies Act 1997**. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).
- 9.3** If a service is damaged or disconnected because of the fault of the landlord or the agent or the fault of their contactors the landlord must have the service repaired or reconnected and pay the expense of doing so.
- 9.4** If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, the tenant must have the service repaired or reconnected and pay the expense of doing so.
- 9.5** If the tenant disconnects or changes the supplier of a service, the tenant must pay any expense in connection with having the service disconnected and another service connected.

10. Landlord insurance

- SD
BO 10.1 The tenant will not knowingly do or allow anything to be done on the premises that may invalidate the landlord's insurance policies or result in the premiums being increased above the normal rate.
- SD
BO 10.2 The tenant agrees to pay to the landlord any excess incurred as a result of the accidental breakage of glass, toilet bowls, or wash basins in the premises if the damage has been caused by the tenant or by a person the tenant has allowed or permitted to be on the premises. The obligation does not apply if the accidental breakage is caused by the landlord, the agent or their contractors.
- SD
BO 10.3 The tenant acknowledges that the landlord's insurance policies do not provide over for the tenant's possessions. (Note: It is strongly recommended the tenant takes out contents insurance to adequately cover his/her possessions).

11. Light globes and fluorescent tubes

SD
BO The TENANT must replace all damaged, defective, or broken light globes, spotlights and/or fluorescent tubes (including starters) during the term, at the tenant's expense. This obligation does not extend to replacing light globes, spotlights, and/or fluorescent tubes (including starter) damaged, broken or made defective by the landlord or the agent or their contractors.

12. Tenant to advise landlord or agent of defects

SD
BO The tenant must notify the landlord or agent as soon as practicable upon becoming aware in the premises that might injure a person or cause damage to the premises.

13. Damage to the premises

SD
BO 13.1 The tenant must take reasonable measures to ensure that anyone the tenant has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the landlord, the agent or their contractors.

SD
BO 13.2 The tenant must as soon as practicable notify the landlord or the agent of any blockages or defects in drains, water services, or sanitary systems. No item that could cause blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water, or drainage systems. The tenant must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the tenant or a person the tenant has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the landlord, the agent or their contractors.

SD
BO 13.3 The tenant will indemnify the landlord for any loss or damage caused to the premises by the tenant or a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to loss or damage caused by the premises. The indemnity does not apply to loss or damage caused by the landlord, the agent or their contractors.

SD
BO 13.4 The tenant will indemnify the landlords against liability for injury or loss sustained by any person or a person's property because of the negligence of the tenant or the negligence of a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the landlord, the agent or their contractors.

14. Cleaning carpets on vacating the premises

SD
BO If new carpet has been installed or the existing carpet has been professionally dry or steam cleaned at the commencement of the tenancy (and the landlord or agent has produced a copy receipt for payment, upon request), the tenant will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord or agent with a receipt for payment of the work.

15. Fasteners, antennas and signs

SD
BO The tenant must obtain the landlord's or the agent's written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The landlord's or the agent's consent is also required before any nail, screw, or other fastener or adhesive is affixed to the inside or outside of the premises. The landlord's or the agent's consent will not be unreasonably withheld but may be given subject to reasonable conditions. Reasonable conditions include (but are not limited to) removal of the object affixed when the tenancy is terminated or comes to an end and the making good of any damage caused to the premises by the installation or removal of that object.

16. Smoke detectors

SD
BO 16.1 The tenant must conduct regular checks to ensure smoke detectors are in proper working order. (Note: regular checks are a requirement for the safety of occupants and security of the rented premises).

SD
BO 16.2 The tenant must as soon as practicable notify the landlord or the agent if a smoke detector is not in proper working order.

SD
BO 16.3 The tenant must replace expired or faulty smoke detector batteries and in any event replace smoke detector batteries on every day light saving change.

SD
BO 16.4 "Replacement batteries" must be new, of a reputable brand, and have suitable durability.

17. Flammable liquids, kerosene heaters and vehicle and boat repairs

SD 17.1 The tenant must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises.

BO SD 17.2 the tenant must not service or repair a motor vehicle, motorcycle, or boat at the premises, excepting minor routine maintenance (excluding greasing, de-greasing and oil changing), and washing and polishing.

SD 17.3 The tenant must not bring on to or use at the premises a portable heater which uses flammable liquid or bottled gas.

18. Storage and removal of waste and rubbish

SD BO The tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and /or waste receptacles must be kept in the place specifically provided for the purpose (if any). The tenant must have rubbish and waste regularly removed.

19. Washing

SD BO If the tenant hangs washing outside or airs articles, the clothes line (if any) provided with the premises must be used.

BO The tenant must not hang washing or air articles on common property, unless facilities for doing so are provided for the tenant's use. The tenant must use the facilities in the manner required by the owners' corporation.

20. Garden

SD BO 20.1 The tenant will maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants, and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests and properly watered (water restrictions if any permitting). When watering, the tenant must comply with restrictions, if any.

SD 20.2 If the garden is watered by a watering system and/or via tank water, the tenant will maintain the system and/or tank(s) in the state of repair and condition it or they were in at the start of the tenancy (fair wear and tear excepted). The tenant is not required to repair damage caused by the landlord, the agent or their contractors.

21. Pets

SD BO The tenant must not keep any animal, bird, or other pet on the premises without first obtaining the written permission of the landlord or the agent. Permission will not be unreasonably withheld. In giving permission, the landlord or the agent may impose reasonable conditions including exercise. It is not unreasonable for the landlord or the agent to withhold permission if the rules of an owners' corporation prohibits pets being on common property or kept on the premises. If an occupant of the premises is legally blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owners' corporation.

22. Changes in occupation of the premises

SD BO 22.1 If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 6.

BO 22.2 If the tenant assigns the tenancy or sub-lets, contrary to clause 6, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's reletting expenses including:

- A pro-rata letting fee;
- Advertising or marketing expenses incurred;
- Rental data base checks on applicants;
- Rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

22.3 The tenant's obligation to pay the landlord's reletting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the tenant's default.

23. Tenant intending to leave when the lease ends

SD BO If the tenant intends to vacate the premises at the end of the tenancy, written notice of the tenant's intention to vacate must be given to the landlord or the agent 28 days before the tenancy comes to an end.

24. Return of keys and obligation to pay rent

The tenant must return all the keys of the premises to the landlord or the agent when the tenant vacates the premises.

SD BO The tenant's obligation to pay the rent continues until the time the keys are returned, subject to the landlord taking reasonable steps to mitigate any loss by attempting to relet the premises.

25. Tenant remaining in possession after the tenancy ends

SD BO If the tenant remains in occupation of the premises after the tenancy has come to an end and does not then enter into a fixed term lease, the tenant must give written notice of intention to vacate the premises specifying a termination date that is not less than 28 days after the day on which the tenant gives notice to the landlord or agent.

26. Landlord requiring the premises when the lease ends

SD
B.O If the landlord requires possession of the premises when the lease ends, the landlord will give the tenant a notice in the manner required by the **Residential Tenancies Act 1997**.

27. Changing locks and alarm code

SD
B.O **27.1** The tenant may change the locks of the premises. If the tenant changes the locks, the tenant must give the landlord or the agent duplicate keys to the changed locks as soon as practicable.

B.O **27.2** The tenant may change the code of an alarm at the premises. If the code is changed, the tenant must advise the landlord or the agent of the changed code as soon as practicable.

28. "To Let" signs

SD
B.O The tenant will allow the landlord or the agent to erect a "To Let" sign on the premises during the last month of the tenancy.

29. "Auction" and "For Sale" signs

SD
B.O The tenant will allow the landlord or the agent to erect an "auction" or a "for sale" sign on the premises at any time.

30. Access to the property whilst "For Sale", "Auction" or "To Let"

SD
B.O The Tenant shall permit access to the premises by the landlord or his agent to present the property to prospective purchasers or tenants upon 24 hours notice or by agreement with the tenant and the landlord or the landlords' agent.

31. Tenant cannot use bond money to pay rent

SD
B.O **30.1** The tenant acknowledges the **Residential Tenancies Act 1997** provides the tenant may not refuse to pay rent on the ground a tenant intends to regard the bond as rent paid in respect of the premises.

SD **30.2** The tenant further acknowledges the **Residential Tenancies Act 1997** permits the **Victorian Civil and Administrative Tribunal** to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.

32. Increase the rent

SD
B.O **31.1** Unless this tenancy agreement provides otherwise, during the term of the tenancy agreement the landlord may increase the rent by giving the tenant 60 days notice required by the **Residential Tenancies Regulations 2008**. The landlord must not increase the rent more than once in every 6 months

SD **31.2** If the tenant disagrees with a rent increase sought by the landlord, the tenant may apply to the Director of consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.

33. Smoking

SD
B.O The Tenant agrees not to smoke or allow anyone to smoke inside the premises at any time. The tenant will be liable for any smoke related damage caused to the premises.

34. Cat & Dog

SD **33.1** The landlord agrees to allow the Tenant to keep a cat provided that any damage caused by the said cat is made at the Tenant's cost.

SD
B.O **33.2** The landlord agrees to allow the Tenant to keep a dog provided that the dog remains outside and any damage caused by the said dog is made at the Tenant's cost.



Collie & Tierney

SCHEDULE Residential Tenancies Act 1997/Residential Tenancies Regulations 2008

This agreement is made on the 31 day of May 2013
At 67 Lime Avenue, Mildura Vic 3500

LANDLORD: Name: J.Thompson
(A.B.N. if landlord is a company): -
Address: C/- 67 Lime Avenue, Mildura Vic 3500

AGENT: Registered Business Name: Collie & Tierney (Mildura) Pty Ltd
(A.B.N. if agent is a Company): 38 005 110 118
Address: 67 Lime Avenue
Mildura Vic 3500
Telephone Number: 03) 5021 2200
Fax Number: 03) 5021 1213

TENANT (1): Name: Bianca Osborne
(A.B.N. if tenant is a company): -
Address: 1/291 Deakin Avenue Mildura Vic 3500

TENANT (2): Name: Sean Dean
Address: 1/291 Deakin avenue Mildura Vic 3500

TENANT (3): Name: -
Address: -

TENANT (4): Name: -
Address: -

PREMISES: 142 magnolia Avenue Mildura Vic 3500
(*Together with those items indicated in the condition report)

RENT: The rental amount is \$ 230.00 per week
The date the first payment is due is Friday, 31 May 2013

BOND: The tenant must pay a bond of \$ 997.00 to the landlord/agent on 31 May 2013
In accordance with the Residential Tenancies Act 1997, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

Table with 2 columns: NAME, AMOUNT. Three rows for listing tenant contributions.

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority

PERIOD: Term: 12 Months
Commencement Date: - Friday, 31 May 2013
Termination Date: Friday, 30 May 2014

Unless the agreement terminates in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic tenancy.

OR

The agreement will commence from the - and will continue until terminated in accordance with the Residential Tenancies Act 1997

SIGNED: By the Landlord/Agent: [Signature] In presence of [Signature] (Witness)

SIGNED: By the Tenant/s [Signature] B. Moore In the presence of [Signature] (Witness)

NOTE: USE OF THIS GUARANTEE IS SUBJECT TO THE PROVISIONS OF SECTIONS 37 AND 38 OF THE RESIDENTIAL TENANCIES ACT, 1997.

GUARANTEE: To the within names landlord
I/We
of

HERBY GUARENTEE the punctual performance by the within named tenant/s of all the terms, conditions and covenants contained in the above AGREEMENT. You may without affecting my/our liability under this AGREEMENT grant time or other concessions to or compromise with the TENANT/S and this Guarantee shall be a continuing Guarantee in all respects. SIGNED, SEALED AND DELIVERED

By the Guarantor in the presence of: (Witness)

The TENANT/S herby acknowledges having received a copy of the Statement of Rights and Duties, one copy of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

SIGNED By the Tenant/s [Signature] B. Moore

Notice of Rent Increase

From the landlord

to tenants/ of rented premises

Tenant Details

- 1. **This notice is given to**
Bianca Osborne
Sean Dean
- 2. **Regarding the rented premises at**
142 Magnolia Avenue
MILDURA 3500
- 3. **Tenant/s address**
142 Magnolia Avenue
MILDURA VIC 3500

8. Signature of agent

- 9. **Name of agent signing this notice**
Sally Hardy
Collie & Tierney (Mildura) Pty Ltd
67 Lime Avenue
MILDURA VIC 3502

Landlord Details

- 4. **Landlord's name**
Jennifer Thompson
- 5. **Address for serving documents**
67 Lime Avenue
MILDURA VIC 3502
- 6. **Contact telephone numbers are**
5021 2200 (BH)

Rent increase amount and start date

- 10. I am giving you at least 60 days notice that I propose to increase the rent.
The current rent is \$235.
The new rent is \$245 per week and will commence on 26 May 2019.
- 11. If you consider this proposed rent is excessive, you can apply to the Director of Consumer Affairs Victoria within 30 days after this notice is given to investigate and report on the proposed rent, under section 45 of the Residential Tenancies Act 1997.
- 12. The landlord cannot increase your rent more often than once every 6 months.
- 13. If you want help with this notice, you can contact Consumer Affairs Victoria on 1300 55 8181.

Service Details

- 7. **This notice is given by**
Registered Post on 20 March 2019

Registered Post Sender to keep
RPP44 63700 51000 30515 69603

Tenant please note

- Telephone Interpreter Service

The Translating and Interpreting Service (TIS) is available by calling 131 450 (for the cost of a local call). Ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 8181.

Notice Number 3200819

Rent increase investigation (no cost)

If you request an investigation, it must be in writing. You can apply for an investigation by ticking the box below, writing your daytime telephone number, and posting a copy of this form to: Director of Consumer Affairs Victoria, GPO Box 123, Melbourne 3001 or fax to 8684 6310. After your request has been received, a Residential Tenancies Inspector will contact you.

Yes, the tenant/s apply for a rent increase investigation

Tenant/s daytime telephone number

Privacy - Consumer Affairs Victoria (CAV) is bound by laws that protect your privacy concerning the collection, use and disclosure of your personal information. If you request a rent increase investigation, CAV will use the address and telephone details you have given on this form to contact you about carrying out the investigation, as we are required to do under section 45 of the Residential Tenancies Act 1997. If you confirm that you wish the investigation to proceed, a copy of the written rent assessment report will be given to both you and your landlord.



Mildura Rural City Council

Internal Use Only

TAX INVOICE
ABN 42 498 937 037Mrs J M & Mr B K Thompson
53 Kiara Avenue
DOREEN VIC 3754025
I000719
R1_1787**Total Rates & Charges For this Year****\$1,981.35**

Refer below for payment options

Rate and Valuation Notice

1 July 2020 to 30 June 2021

Property Location & Description142 Magnolia Avenue MILDURA VIC 3500
Lot 7 PS 14880 Sec 73 Blk D

AVPCC: 110 - Detached Home

RATING DETAILS

Residential Rate	0.00620605	229000	\$1,421.19
Waste Management	434.79	1	\$434.79

VICTORIAN STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Residential Fire Levy (Fixed)	113.00	1	\$113.00
Residential Fire Levy (Variable)	0.000054	229000	\$12.37

Assessment No: 4499

Issue Date 10 September 2020

Rate declaration date: 1 July 2020

Capital Improved Value: 229,000

Site Value: 177,000

Net Annual Value: 11,450

Valuation Date: 1 January 2020

PAYMENT DEADLINES EXTENDED

First instalment due by 14 October 2020.

Second instalment due by 14 December 2020.

COVID-19 SUPPORTRelief options are available to assist ratepayers
experiencing financial hardship.Visit mildura.vic.gov.au/coronavirus or call us for details.**** DIRECT DEBIT PARTICIPANT - DO NOT PAY AS PER THIS NOTICE - COPY FOR RECORD PURPOSES ONLY ******TOTAL AMOUNT****\$1,981.35**

Payment In full

Due 15 Feb 2021
\$1,981.35

Or

1st Instalment

Due 14 Oct 2020
\$495.33

2nd Instalment

Due 14 Dec 2020
\$495.34

3rd Instalment

Due 28 Feb 2021
\$495.34

4th Instalment

Due 31 May 2021
\$495.34

Note: If full payment of the 1st Instalment isn't received by the due date, this account will automatically default to the Payment in Full option and you will not receive reminder instalment notices.

Please refer to the reverse side of this notice for information relating to penalties for late payment.

Payment Slip

Mrs J M & Mr B K Thompson
142 Magnolia Avenue MILDURA VIC 3500
Assessment No: 4499**Payment In Full: \$1,981.35****Or 1st Instalment: \$495.33**Biller code: 93922
Ref: 44990BPAY this payment via Internet or phone banking.
BPAY View - View and pay this bill using internet banking.
BPAY View Registration No.: 44990

POST billpay



Full Payment *41 44990

Post Billpay Biller code: 0041
Ref: 44990Pay in person at any post office, phone
13 18 16 or go to postbillpay.com.auCentrepay Ref:
555 054 730B

Internal Use Only



AUSDOC DX 50023
Tel: (03) 5051 3400 Fax: (03) 5051 3480

SWAN HILL
73 Beveridge Street Swan Hill 3585
PO Box 1447 Swan Hill 3585
AUSDOC DX 30164
Tel: (03) 5036 2150 Fax: (03) 5036 2180



ABN 18 475 808 826
www.lmw.vic.gov.au

24 Hour Supply Emergency
1800 808 830

Reference No. 005163

Amount Due \$356.25

URBAN ACCOUNT

Due Date 14-MAY-2021



385363-001 030778(69779) RVIC
MR BK THOMPSON &
MRS JM THOMPSON
53 KIORA AVENUE
DOREEN VIC 3754

Date Of Issue 8/04/2021

Tariffs and Charges Notice
4th Quarter 2020/21
01/04/2021 - 30/06/2021

POST *850 700051634

Property Address : 142 MAGNOLIA AVENUE MILDURA VIC 3500 (Prop:5163) - Urban Account
Lot 7 LP 14880 Bik D Sec 73 Vol 6262 Fol 215

	Charge	Balance
Water Service Tariff	52.09	52.09
Sewerage Service Tariff	122.96	122.96
ARREARS & Other Adjustments		\$181.20
TOTAL OWING		\$356.25

7/5/21

Rec NO

N250714293016

\$181.20

19/6/21

Rec No

N250714293129

\$175.08



Payment Slip - Methods of Payment

Online at lmw.vic.gov.au - Pay your Account

005163
142 MAGNOLIA AVENUE MILDURA VIC 3500 (Prop:5163) - Urban Account

Direct Debit
Please contact your local office.

Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payment, simply call any Lower Murray Water Office.

POST billpay Billpay Code: 0850
Ref: 7000 5163 4

Pay in person at any Post Office.

B PAY Biller Code: 78477
Ref: 7000 5163 4

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



*850 700051634 \$356.25

B PAY Biller Code: 78477
Ref: 7000 5163 4

BPAY® - Make this payment via internet or phone banking.
BPAY View® - Receive, view and pay this bill using internet banking.
BPAY View Registration No: 7000 5163 4

Amount Due **\$356.25**

Payment Ref: 7000 5163 4

By Phone
Pay by phone (03) 8672 0582.
Standard call charges apply.

See reverse for In Person and By Mail options

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / ON THE MOVE CONVEYANCING

Your Reference: GN-21-2731-S**Certificate No:** 47866172**Issue Date:** 25 JUN 2021**Enquiries:** ESYSPROD**Land Address:** 142 MAGNOLIA AVENUE MILDURA VIC 3500

Land Id	Lot	Plan	Volume	Folio	Tax Payable
17025592	7	14880	6262	215	\$0.00

Vendor: BRIAN THOMPSON**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR BRIAN KEITH THOMPSON	2021	\$177,000	\$0.00	\$0.00	\$0.00

Comments:

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$229,000

SITE VALUE: \$177,000

AMOUNT PAYABLE: \$0.00

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 47866172

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$177,000

Calculated as \$0 plus (\$177,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY




Billers Code: 5249
Ref: 47866172

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 47866172

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Contract of Sale of Real Estate

**BRIAN KEITH THOMPSON AND
JENNIFER MARIE THOMPSON**
Vendor

142 MAGNOLIA AVENUE, MILDURA 3502
Property

ON THE MOVE CONVEYANCING
P O Box 486
Craigieburn 3064

Tel: 03 9305 6795
Fax: 03 9305 6728
Ref: GN-21-2731-S