

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: Lot 1 Upper Murray Road TOWONG UPPER VIC 3707

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.....

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.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

- you bought the property at 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

COSTELLO RURAL REAL ESTATE
64 Hanson Street
CORYONG VIC 3707

Tel: 02 6076 2054 Fax:

Ref: Justin Costello

Email:

VENDOR

PHILLIP PATRICK REILLY
48/19 Howard Road
KINGLAKE VIC 3763

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

KEATING AVERY SOLICITORS PTY LTD
72 High Street, Wodonga, Victoria, 3690
(PO Box 5041, Wodonga Plaza, Wodonga, Vic. 3690)
DX 35868 Wodonga
Ref: EH180228 Email: mail@keatingavery.com

Tel: 0260565533

Fax: 0260565577

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

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
11956/273	1	PS 801087U

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

Lot 1 Upper Murray Road Towong Upper Vic 3707

GOODS SOLD WITH THE LAND
(general condition 2.3(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

PAYMENT (general condition 11)

Price

Deposit

by

Balance

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:

SETTLEMENT (general condition 10)

Is due on

LEASE (general condition 1.1)

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

in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are:

Residential tenancy agreement for a fixed term ending 1 November 2018.

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:

SPECIAL CONDITIONS

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

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

Subject to Lease

SPECIAL CONDITIONS

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.)

Special condition 1 – Acceptance of title

General condition 12.4 is added:

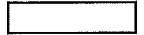
Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27 (1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

*Special condition 1B – Foreign resident capital gains withholding

***This special condition applies to contracts entered into on or after 1 July 2016.**

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 1B.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this 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.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 2 – Electronic Conveyancing



Settlement and lodgement 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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 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 lodgement.
- 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.

Special Condition 3 - Deposit Bond/Guarantee

In this contract, the word "Guarantee" means the Deposit Power Guarantee issued to the vendor at the request of the purchaser.

- (a) The delivery of the Guarantee no later than the time the deposit is required to be paid under this contract to the person ("Deposit holder") nominated in this contract to hold the deposit as stakeholder shall, to the extent of the amount guaranteed under the Guarantee, be deemed to be payment of the deposit in accordance with this contract.
- (b) On completion of this contract, the purchaser shall pay to the vendor, in addition to all other moneys payable under this contract, the amount stipulated in the Guarantee, either by way of cash or unendorsed bank cheque.

Special Conditions – cont.

- (c) If the vendor serves on the purchaser a notice of termination then to the extent that the amount has not already been paid under the Guarantee, the purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the deposit holder.
- (d) The vendor acknowledges that payment under the Guarantee shall, to the extent of the amount paid, satisfy the purchaser's obligation to pay the deposit.

Special Condition 4 - Deposit

In the event this contract is terminated by reason of default by the purchaser and a deposit less than ten (10) percent of the purchase price has been paid the vendor, in addition to any other rights under the contract, is entitled to recover from the purchaser an amount equal to ten (10) percent of the purchase price including the deposit paid, if any.

Special Condition 5 - Directors Guarantee

If the purchaser is a corporation, each person who is a director of it must execute the guarantee annexed to this contract, and by doing so each such person warrants that he or she is currently a director of the corporation and executes the guarantee with the intention of becoming personally bound to the provisions of this contract in the event that the corporation defaults in performing any obligation imposed upon it by this contract.

Special Condition 6 - GST withholding

- 6.1 In this special condition, section references are to Schedule 1 of the *Taxation Administration Act 1953 (Cth)* as amended by *Treasury Laws Amendment (2018 Measures No. 1) Act 2018 (Cth)* and asterisked terms have the same meanings as when used in that schedule.
- 6.2 If section 14-255(1) applies to the supply of the property, the vendor must give the purchaser the written notice required by that section at least 7 days before settlement.
- 6.3 If section 14-250 requires the recipient of supply to withhold an amount ("withholding sum") from the consideration payable to the vendor and pay it to the Commissioner, the purchaser must:
 - (a) complete and lodge such returns as the Commissioner may require to enable payment of the withholding sum; and
 - (b) at settlement, comply with section 16-30(3) by giving the vendor a bank cheque payable to the Commissioner for the withholding sum; or
 - (c) on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner.Except where the purchaser has complied with sub-paragraph b) or settlement has occurred using an Electronic Lodgement Network Operator, the purchaser must provide the vendor with evidence of payment of the withholding sum as soon as practicable after payment.
- 6.4 If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, deposit the bank cheque to the credit of the Commissioner.
- 6.5 An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.
- 6.6 Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.
- 6.7 In this special condition, "settlement" means the time when the first *consideration for the *supply (other than consideration provided as a deposit) is first provided.

GUARANTEE OF THE PERFORMANCE OF THE PURCHASERS' OBLIGATION

WE, _____
of _____
and _____
of _____

being directors of the purchaser company herein, in consideration of the vendors agreeing to enter into this Contract of Sale to the company at our request, for the price and upon the terms and conditions herein set forth, DO HEREBY for ourselves and our respective Heirs, Executors, Administrators and Assigns, jointly and severally covenant with the Vendors, that if at any time default should be made in payment of the deposit or balance of purchase money or interest or any other monies payable by the purchaser to the vendors pursuant to the Contract, or in the performance or observance of any term or condition of the Contract to be performed by the purchaser, then we will immediately upon demand by the vendors, pay to them the whole of such deposit, balance of purchase money, interest or other monies which shall then be due and payable, AND SHALL thereafter indemnify and keep the vendors indemnified against all loss of purchase money, interest and other monies payable under this Contract, together with all losses, costs, charges and expenses whatsoever, which the vendors might incur through the default in any sense on the part of the purchaser. This guarantee is intended to be a continuing guarantee and shall not be released by any neglect, waiver or forbearance on the part of the vendors in enforcing payments of any of the monies payable under this Contract, or the performance or observance, or completion of the transfer to the purchaser of the land described in the Contract, if following such performance, there are any obligations of the purchaser then outstanding.

AS WITNESS under our hands on the day upon which this Contract is executed.

SIGNED by the Guarantors)
each in the presence of:) _____

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.

SECTION 32

STATEMENT

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

Vendor:	PHILLIP PATRICK REILLY
Property:	LOT 1 UPPER MURRAY ROAD TOWONG UPPER VIC 3707

VENDORS REPRESENTATIVE

Keating Avery Solicitors Pty Ltd

PO Box 5041
WODONGA PLAZA VIC 3690

Tel: 0260565533
Fax: 0260565577
Email: mail@keatingavery.com

Ref: DMA:EH:180228

SECTION 32 STATEMENT
LOT 1 UPPER MURRAY ROAD TOWONG UPPER VIC 3707

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider	Amount (& interest if any)	Period
Towong Shire Council	Rates not yet rated separately. A supplementary rates notice may issue and if not issued at settlement rates shall be adjusted on an area basis.	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 \$3,000.00

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.

32A(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

32B INSURANCE

- (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
- (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:-
Not Applicable

32C 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.
- 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.

SECTION 32 STATEMENT
LOT 1 UPPER MURRAY ROAD TOWONG UPPER VIC 3707

(b) BUSHFIRE

This land is 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

Planning Scheme: Towong Planning Scheme
Responsible Authority: Towong Shire Council
Zoning: Rural Activity Zone
Planning Overlay/s: See attached certificate

32D 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) 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

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
 - land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
LOT 1 UPPER MURRAY ROAD TOWONG UPPER VIC 3707

32H SERVICES

Service	Status
Electricity supply	 Not Connected
Gas supply	Not Connected
Water supply	Not Connected
Sewerage	Not Connected
Telephone services	 Not Connected

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.

32I TITLE

Attached are the following document/s concerning Title:

- (a) 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.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence Checklist**

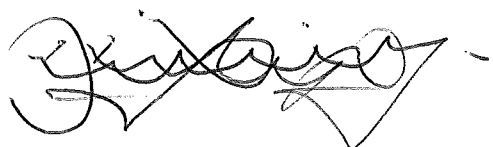
DATE OF THIS STATEMENT

21 / 8 / 20 18

Name of the Vendor

Phillip Patrick Reilly

Signature/s of the Vendor

x 

SECTION 32 STATEMENT
LOT 1 UPPER MURRAY ROAD TOWONG UPPER VIC 3707

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

--

Signature/s of the Purchaser

x

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

Register Search Statement - Volume 11956 Folio 273

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

VOLUME 11956 FOLIO 273

Security no : 124070727426R
Produced 08/03/2018 10:23 am

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 801087U.
PARENT TITLE Volume 10382 Folio 323
Created by instrument PS801087U 13/02/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PHILIP PATRICK REILLY of 48/19 HOWARD ROAD KINGLAKE VIC 3763
PS801087U 13/02/2018

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT Section 3A Victorian Conservation Trust Act 1972
AD372103P 17/01/2005

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

DIAGRAM LOCATION

SEE PS801087U FOR FURTHER DETAILS AND BOUNDARIES

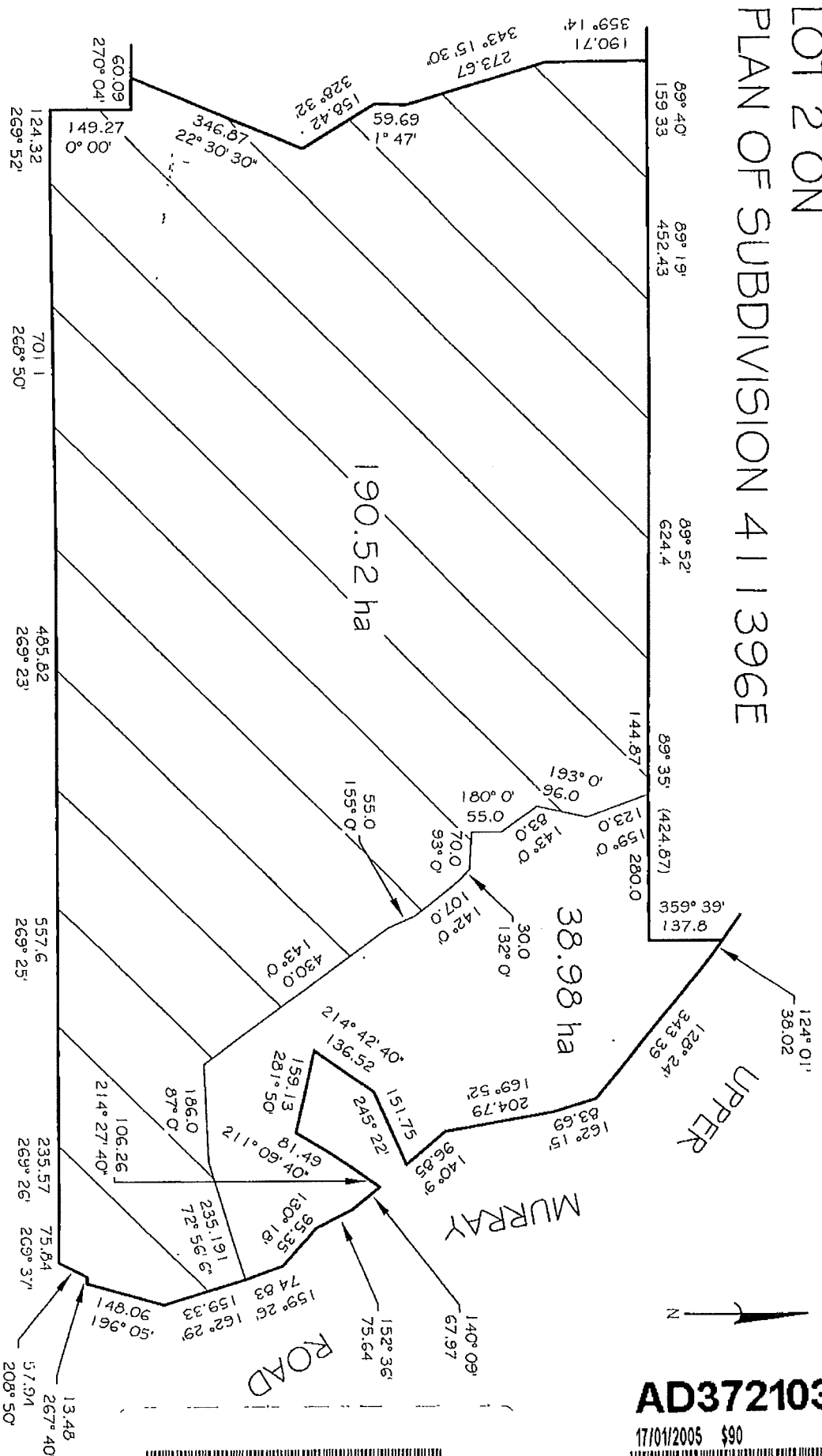
ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS801087U (S)		Registered	13/02/2018

DOCUMENT END

Delivered from the LANDATA® System by SAI Global Property Division Pty Ltd
Delivered at 08/03/2018, for Order Number 49793856. Your reference: eh180228:Reilly lot1.

PLAN FOR COVENANT PURPOSES LOT 2 ON PLAN OF SUBDIVISION 411396E



C / T
VOL: 10382
FOL: 323

0 100 200 300 400 500
LENGTHS ARE IN METRES

THE LAND SHOWN THUS  IS SUBJECT TO THE COVENANT


THE INTERNAL MEASUREMENTS WERE SUPPLIED BY THE OWNER.

AD372103P

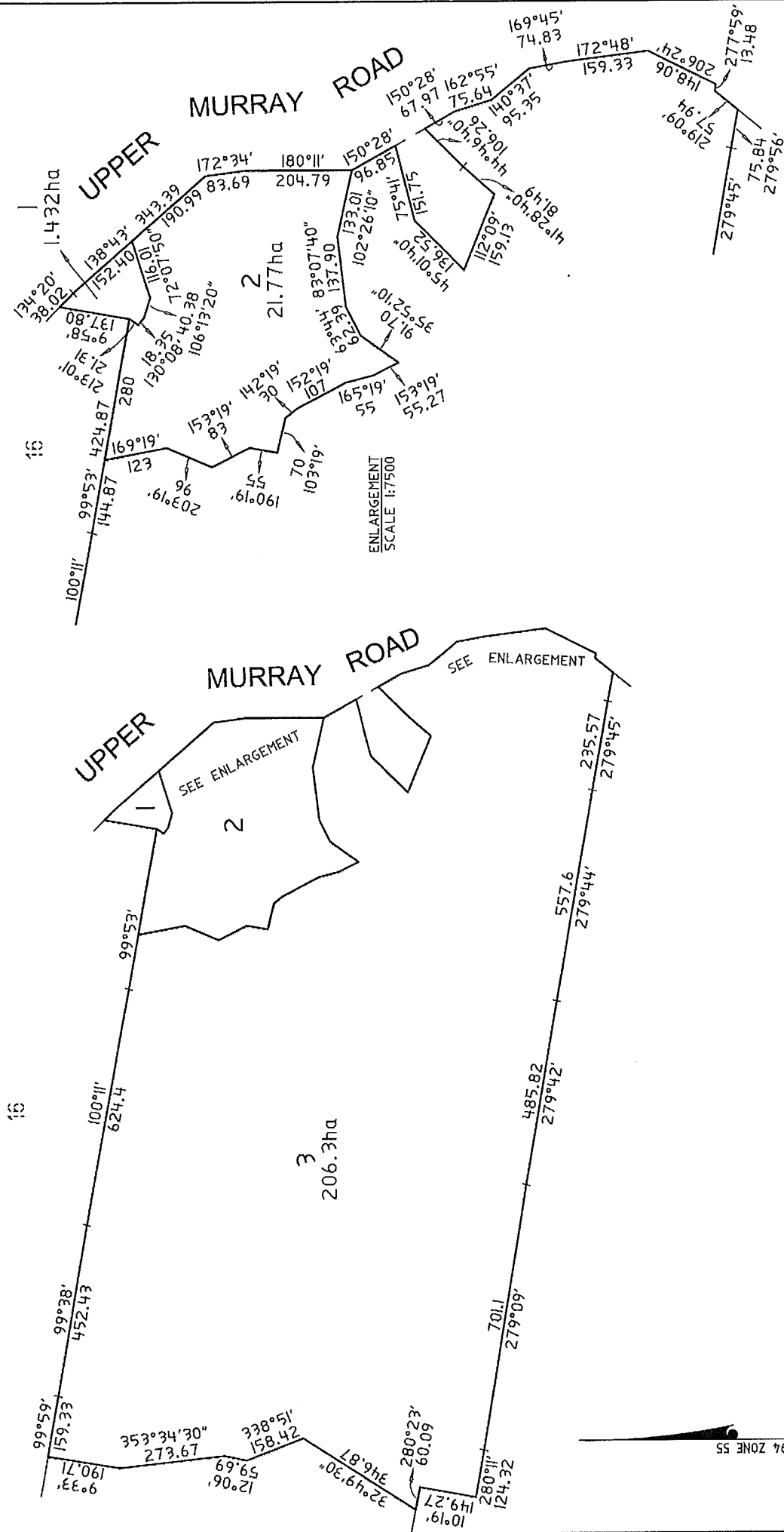
17/01/2005 \$90 CTA



AD372103P-8-8

PLAN OF SUBDIVISION		EDITION 1	PS801087U	
LOCATION OF LAND PARISH : TOWONG TOWNSHIP : SECTION : 11 CROWN ALLOTMENT : 13 (PART) CROWN PORTION : TITLE REFERENCE : Vol.10382 Fol.323 LAST PLAN REFERENCE : PS411396E (LOT 2) POSTAL ADDRESS : 818 UPPER MURRAY ROAD (At time of subdivision) TOWONG UPPER 3707 MGA94 Co-ordinates (of approx centre of land in plan) E 591 700 ZONE: 55 N 5989 600 GDA 94		Council Name: Towong Shire Council Council Reference Number: 2016/004 Planning Permit Reference: 2016/004 SPEAR Reference Number: S092242A Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Grant Trenwith for Towong Shire Council on 01/12/2017		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS		LOTS 1, 2 AND THE CONNECTION 150°28'~96.85 ARE THE RESULT OF THIS SURVEY THE AREA OF LOT 3 HAS BEEN DEDUCED FROM TITLE.		
DEPTH LIMITATION 15.24 Metres applies to all the land in this plan				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent marks No(s). _____ In Proclaimed Survey Area No. _____				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
NIL				
 EDM Group PLANNERS SURVEYORS & ENGINEERS OFFICES 99 HUME ST PO Box 317 WODONGA 3689 Ph (02) 6857 8578 Fax (02) 6854 2392 info@edmgroupp.com.au ABN 12 532 366 914		SURVEYORS FILE REF: 150007 Digitally signed by: Russell John Douthat (EDM Group), Surveyor's Plan Version (02), 31/10/2017, SPEAR Ref: S092242A		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 3 PLAN REGISTERED TIME: 05:04 pm DATE: 13/02/2018 Tarek Mahmoud Assistant Registrar of Titles

PS801087U



EDM Group
PLANNERS SURVEYORS
& ENGINEERS
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info@edmgroupp.com.au
ABN 12 532 366 914



EDM Group
www.edmgroup.com.au

ORIGINAL SHEET
SIZE: A3

SCALE
1:10,000

100	0	100	200	300
LENGTHS ARE IN METRES				

Digitally signed by: Russell John Douthat (EDM Group),
Surveyor's Plan Version (02),
31/10/2017, SPEAR Ref: S092242A

Sheet 2 of 3 Sheets

ORIGINAL SHEET
SIZE: A3

LENGTHS ARE IN METRES

SCALE
1:10,000

1:10
SC

PS801087U

CREATION OF RESTRICTION:
THE FOLLOWING RESTRICTION IS TO BE CREATED UPON REGISTRATION OF THIS PLAN.

LAND TO BE BENEFITED: LOT 3 ON THIS PLAN

LAND TO BE BURDENED: LOT 2 ON THIS PLAN

DESCRIPTION OF RESTRICTION:
NO DWELLING MAY BE CONSTRUCTED ON THAT PART OF LOT 2 AFFECTED BY THE
BUSHFIRE MANAGEMENT OVERLAY UNLESS OTHERWISE APPROVED BY A PLANNING
PERMIT ISSUED BY TOWONG SHIRE COUNCIL.



EDM Group
PLANNERS SURVEYORS
& ENGINEERS
OFFICES 99 HUME ST
PO Box 317 WODONGA 3689
Ph (02) 6057 8578
Fax (02) 6056 2392
info@edmgroup.com.au
ABN 12 532 366 914

SCALE
N/A

Digitally signed by: Russell John Douthat (EDM Group),
Surveyor's Plan Version (02),
31/10/2017, SPEAR Ref: S092242A

ORIGINAL SHEET
SIZE: A3

Sheet 3 of 3 Sheets

Digitally signed by:
Towong Shire Council,
01/12/2017,
SPEAR Ref: S092242A

✓
DEACONS

+ Deed.
VICTORIA



AD372103P

17/01/2005 \$90 CTA



1724X

APPLICATION FOR NOTIFICATION OF COVENANT

TO: The Registrar of Titles
Melbourne

TRUST FOR NATURE (VICTORIA) of Level 2, 385 Little Lonsdale Street, Melbourne established pursuant to the Victorian Conservation Trust Act 1972 **HEREBY APPLIES** pursuant to Section 3A (10) of the Act for entry on **Certificate of Title Volume 10382 Folio 323** of a Memorandum of the Covenant contained in the attached Instruments dated the **22 November 2004** which Instruments create a Covenant pursuant to Section 3A of the said Act that the Titles are affected as to part being the land hatched on the Plans annexed to the said Instruments.

DATED this 14th day of January 2005.

Trust for Nature (Victoria)
by its Solicitor and Agent



DAD372103P-1-1

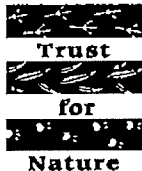
Deacons

cta

q.v. 10382 F. 323 (Pt.).

20/1/05.

En 17/1/05



Trust for Nature (Victoria)
Level 2, 385 Little Lonsdale St, Melbourne
Victoria 3000 Australia
Tel: 03 9670 9933 Fax: 03 9670 9977
Email: trustfornature@tfn.org.au
Website: www.tfn.org.au
ABN: 602 9299 3543

Warren James Heycox and Elaine Annette Heycox

(the Owner)

and



Trust for Nature (Victoria)

(the Trust)

Conservation Covenant

Mission statement:

The Trust will strive to ensure that all significant natural areas in private ownership in Victoria are conserved.



AD372103P

17/01/2005 \$90 CTA



DEED OF COVENANT FOR THE CONSERVATION OF LAND

THIS DEED is made the 22nd day of November 2004 by

Warren James Heycox and Elaine Annette Heycox

(the Owner)

and

Trust for Nature (Victoria)

(the Trust)

RECITALS

- A. The Owner is the registered proprietor of the land described in the Schedule (the Land) and desires to enter into a covenant with the Trust which runs with the Land empowering the Trust to enforce such covenant against the Owner and persons deriving title from the Owner.
- B. The Trust and the Owner being satisfied that the Land possesses the appropriate characteristics and acknowledging that their aims and purposes are the conservation of the Land its:
- (i) native plants and wildlife;
 - (ii) natural interest and beauty;
 - (iii) ecological significance;
 - (iv) historical interest;
 - (v) bushland, trees and rock formations; and its
 - (vi) watercourses, lakes, ponds, marshes and other bodies of water
- have agreed to enter into this Deed.



AD372103P-3-7

AD372103P

17/01/2005 \$90 CTA



NOW THIS DEED WITNESSETH:

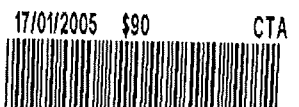
OWNER COVENANTS

The Owner for the Owner and for all future owners **COVENANTS** at all times to observe and perform the following obligations and duties in relation to the Land to the extent that it is within the power of the Owner to do so:

1. Not to do any act or thing upon the Land which in the reasonable opinion of the Trust is prejudicial to its conservation.
2. In particular on and with respect to the Land, except with the prior written consent of the Trust (which consent will not be unreasonably withheld if the Trust is satisfied that the proposal will not prejudice the aims and purposes of this Covenant), the Owner **SHALL NOT PERMIT**:
 - (a) the destruction or removal of any local indigenous trees, plants or grasses, nor plant any trees, grasses or plants other than local indigenous flora;
 - (b) any act or omission which may adversely affect any local indigenous flora or any indigenous fauna or their related habitats;
 - (c) (unless required by law) any deterioration in the natural state or in the flow, supply, quantity or quality of any body of water;
 - (d) livestock to enter and where the Land is adjacent to an area being grazed the Owner shall erect and maintain fences and gates between such area and the Land in good stockproof order and condition;
 - (e) the introduction of any non-indigenous fauna or any cat, dog or other domestic animals save for two dogs which are to be kept under control at all times;
 - (f) (unless required by law) any exploration or mining extraction or production of gas, petroleum, minerals or other substances. The Owner shall notify the Trust of any such activity and refrain from giving any consent until approved by the Trust;
 - (g) (unless required by law) any transmission lines or other services or works;
 - (h) the removal, introduction or disturbance of any soil, rocks, or other minerals or the construction of dams;



AD372103P



Heycox Conservation Covenant

Page 3

- (i) subdivision of the Land or the operation of any trade, industry or business, the recreational use of trailbikes or four wheel drive vehicles, the accumulation of rubbish or the storage of any materials other than materials being used or intended to be used by the Owner on the Land, or any other activities not consistent with the objectives of this Covenant;
 - (j) the removal of any timber save that the Owner may remove fallen timber for firewood for personal use provided that good habitat for native fauna (hollow trees) is not removed;
 - (k) regular access by the public at large save that the Owner may provide access to local indigenous groups, friends and special interest groups.
3. The Owner shall not place nor permit any structure or dwelling on the Land.

ACKNOWLEDGEMENT BY THE TRUST

The Trust **ACKNOWLEDGES** that compliance with the prohibitions and restrictions may be treated as waived to the extent necessary for:

- (i) reasonable fire protection, weed and pest control;
- (ii) maintenance of fences, culverts, dams, bridges, watercourses, buildings, tracks, paths;
- (iii) the proper management of the Land as a protected environment for indigenous flora and fauna.

FURTHER COVENANTS

The Owner for the Owner and for all future owners **FURTHER COVENANTS AND AGREES:**

- (i) **TO MAKE** reasonable efforts to remove pests and weeds and to prevent their future invasion;
- (ii) **TO PERMIT** upon being given reasonable prior notice, officers, agents or nominees of the Trust acting on behalf of the Trust to enter the Land in order to assess its condition.



AD372103P

17/01/2005 \$90 CTA



Heycox Conservation Covenant

Page 4

Where the Owner has violated the terms of this Covenant notice may be given by the Trust requesting rectification. Where the Trust believes that there has been inadequate response following a period of thirty days from such notice the Trust or its agents may enter the Land, undertake the necessary conservation work and thereafter the Owner must reimburse the Trust for the costs incurred;

The Trust and the Owner and all future owners agree that if a dispute arises between the Owner and the Trust in connection with anything done or to be done or in connection with any proposed use or activity upon the Land, an arbitrator shall be appointed by the parties. Should the Trust conclude that it is not reasonably possible to reach agreement as to the appointment of an arbitrator, then the dispute shall be referred for arbitration to the Minister for Conservation and Environment (or his successor in title) for determination. The decision of the arbitrator shall be final and binding.

- (iii) **UPON** resolving to lease any portion of the Land the Owner must do so in writing and include an Acknowledgment by the Lessee to perform and observe the duties and obligations as assumed by the Owner pursuant to this Deed. The Owner shall promptly notify the Trust of such lease;
- (iv) **UPON** resolving to sell any portion of the Land the Owner shall include within the contract a copy of this covenant and shall promptly notify the Trust of any new owner.

SCHEDULE OF LAND

The land shown hatched on the attached plan being part of the land more particularly described in Certificate of Title Volume 10382 Folio 323.



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AD372103P

17/01/2005 \$90 CTA



Heycox Conservation Covenant

Page 5

EXECUTED as a Deed.

SIGNED SEALED AND DELIVERED by)
the said)

Warren James Heycox)

in the presence of:)

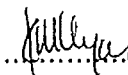

.....

Kim Heycox

SIGNED SEALED AND DELIVERED by)
the said)

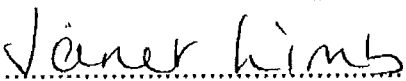
Elaine Annette Heycox)

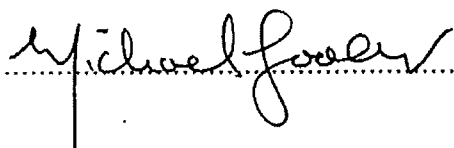
in the presence of:)


.....

Kim Heycox

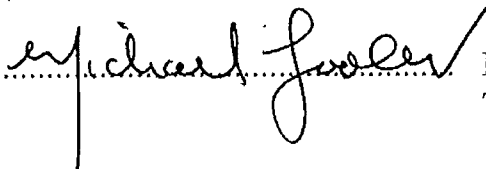
THE COMMON SEAL of)
Trust for Nature (Victoria))
was hereunto affixed by the authority)
of the Trustees in the presence of:)

..... Trustee

..... Trustee/Director



It is hereby certified that the approval of the Minister under sub-section 3A(8) of the *Victorian Conservation Trust Act 1972* has been obtained to this covenant (ref. Schedule TNV 86).

..... Director
Trust for Nature (Victoria)



AD372103P





Property Report

from www.land.vic.gov.au on 08 March 2018 10:29 AM

Lot / Plan: Lot 1 PS801087

Address: 818 UPPER MURRAY ROAD TOWONG UPPER 3707

SPI (Standard Parcel Identifier): 1\PS801087

Local Government (Council): TOWONG **Council Property Number:** 171000 (Part)

Directory Reference: VicRoads 37 J5

Note: This parcel is part of a property. Try searching by address to find the property details.

This parcel is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.

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

Parcel Details

This is 1 parcel of 3 parcels comprising the property. The parcel searched for is marked with an * in the table below.

Lot/Plan or Crown Description	SPI
*Lot 1 PS801087	1\PS801087
Lot 2 PS801087	2\PS801087
Lot 3 PS801087	3\PS801087

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: BENAMBRA

Utilities

Regional Urban Water Business: North East Water

Rural Water Business: Goulburn-Murray Water

Melbourne Water: outside drainage boundary

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

Planning Zone Summary

Planning Zone:

RURAL ACTIVITY ZONE (RAZ)

SCHEDULE TO THE RURAL ACTIVITY ZONE (RAZ)

Planning Overlays:

BUSHFIRE MANAGEMENT OVERLAY (BMO)

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)

Areas of Aboriginal Cultural Heritage Sensitivity: This parcel is within, or affected by, one or more areas of cultural heritage sensitivity

Further Planning Information

Planning scheme data last updated on 6 March 2018.

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

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

The Planning Property Report includes separate maps of zones and overlays

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

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

For other information about planning in Victoria visit www.planning.vic.gov.au

Areas of Aboriginal Cultural Heritage Sensitivity

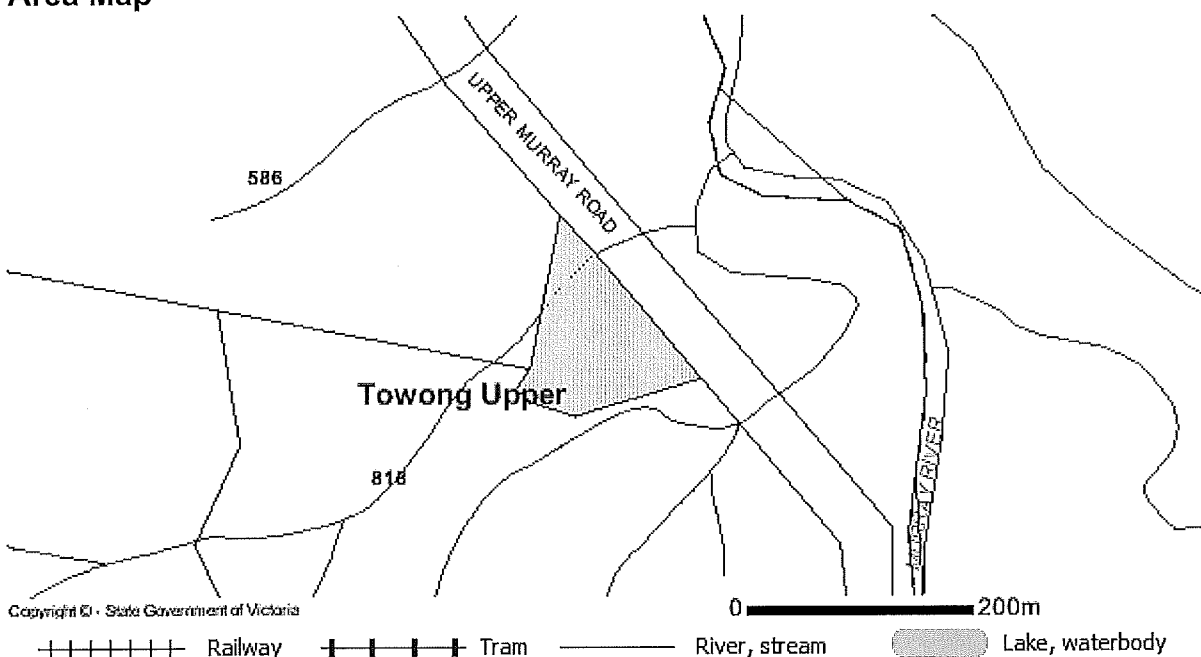
The data provides indicative information about the location and extent of areas of Aboriginal cultural heritage sensitivity and is provided to assist with the decisions about the potential need to prepare a Cultural Heritage Management Plan in relation to proposed activities on this property.

For further information about whether a Cultural Heritage Management Plan is required go to [Aboriginal Heritage Planning Tool](#)

To find out if your property has any recorded Aboriginal cultural heritage places, such as scarred trees, occupation sites or places of burial, you can request information from the Victorian Aboriginal Heritage Register.

Find out more about the [Victorian Aboriginal Heritage Register](#)

Area Map



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Bushfire Prone Area Report

From www.planning.vic.gov.au on 08 March 2018 10:29 AM

Lot / Plan: Lot 1 PS801087

Address: 818 UPPER MURRAY ROAD TOWONG UPPER 3707

This parcel is one of 3 parcels comprising the property.

For full parcel details go to [Property Reports](#) and get a free Basic Property Report

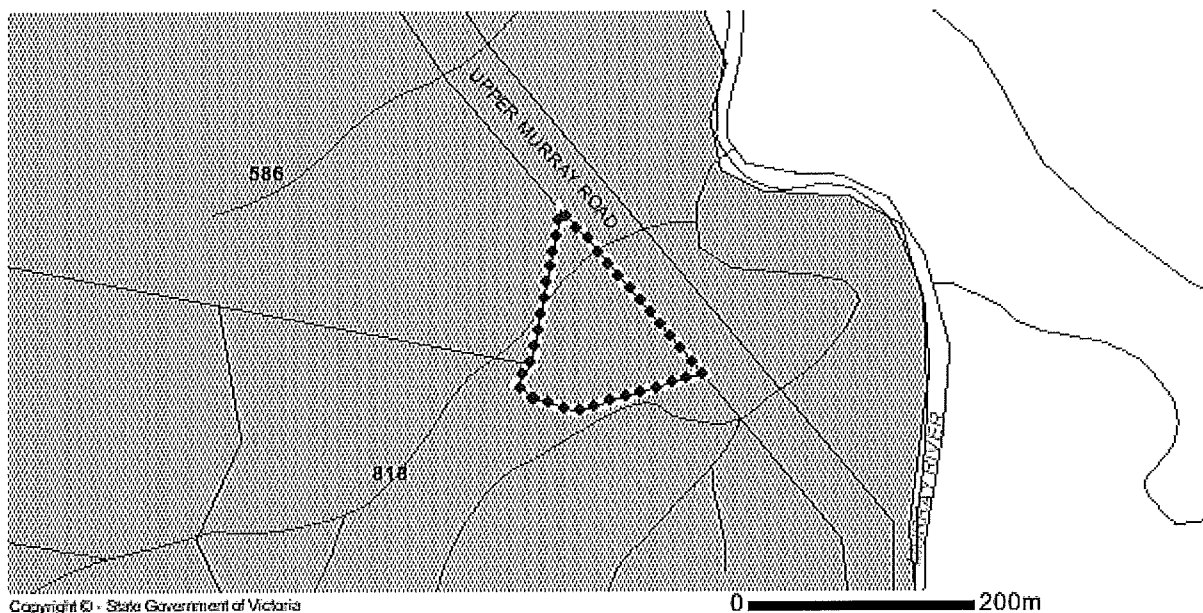
Local Government (Council): TOWONG **Council Property Number:** 171000 (Part)

Directory Reference: VicRoads 37 J5

This parcel is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

- | | | | |
|--|---------------------|--|-----------------|
| | Bushfire Prone Area | | Selected Land |
| | Railway | | Tram |
| | River, stream | | Lake, waterbody |

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016, 18 October 2016, 2 June 2017 and 6 November 2017.

The Building Interim Regulations 2017 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 via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> 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 in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas in Victoria visit [Planning Schemes Online](#)

For Planning Scheme provisions for this property return to the GetReports list and select the Planning Property Report

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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 32(2)(dc) of the Sale of Land 1962 (Vic).

RESIDENTIAL TENANCY AGREEMENT

Residential Tenancies Act 1997 (Section 26(1))
Residential Tenancies Regulations 2008 (Regulation 7)

IMPORTANT NOTES ABOUT THIS AGREEMENT

1. As this is a binding Agreement between the parties the Tenant is entitled to have time to read this Agreement and to obtain appropriate advice if necessary. (For advice, contact Consumer Affairs on 1300 55 81 81 prior to signing this Agreement).
2. The Landlord is required to give the Tenant a completed signed copy of this Agreement within 14 days of signing for the Tenant to keep.
3. All attachments accompanying this Agreement must be signed and dated as acknowledgement they have been read and agreed to by both parties.
4. At the start of the tenancy the Landlord or the Landlord's Agent must give the Tenant a copy of the *Renting a Home: A Guide for Tenants* booklet as published by the Consumer Affairs Victoria.
5. Both parties should retain a signed copy of this Agreement for your records and future reference.

AGREEMENT

This Agreement is made on the 7th day of May 20 18

at: Costello Rural 64 Hanson Street Corryon VIC 3707

BETWEEN

LANDLORD & LANDLORD'S AGENT (Provide an ACN if applicable)

Landlord: P Reilly

Address:

Email:

Phone:

ACN:

ABN:

Fax:

WHOSE AGENT IS (if applicable)

Agent: Purling Pty Ltd T/as Costello Rural

Address: 64 Hanson Street, Corryong, VIC, 3707

Email: rentals@costellorural.com.au

Phone: (02) 6076 2054

ACN:

ABN: 27672327373

Fax: (02) 6076 1673

AND

TENANT (Provide an ACN if applicable)

Name/s: Paul A Bech & Megan D Radburn

Address: 780 Lang Lang Poowong Road, Poowong VIC 3988

Phone/s: 0422 981 135

ACN:

1. PREMISES

The landlord lets the Premises known as:

818 Upper Murray Road Biggara

together with those items indicated in the schedule (strike out if not applicable).

2. RENT

The rent amount is: \$540.00 The date the first rent payment is due: / /

Pay Period: Weekly / Fortnightly / Monthly (insert the date of each month when the rent is due)

Place of Payment: Purling Pty Ltd t/a Costello Rural Vic Trust Bendigo Bank BSB 633000 Account 124274739

3. BOND

The Tenant must pay a bond of \$1,080.00 to the Landlord/Agent on 01/11/2017

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:

Tenant's Name	Bond Amount
<u>Megan Radburn</u>	<u>\$540.00</u>
<u>Paul Bech</u>	<u>\$540.00</u>
.....	<u>\$0.00</u>
.....	<u>\$0.00</u>

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 (1300 13 71 64).

P. Bech

9. QUIET ENJOYMENT

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the Premises.

10. 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, costs or charges incurred by the Landlord in relation to the preparation of a written assignment of the Agreement.

11. 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.)

SCHEDULE OF ITEMS (See Clause 1)

\$20 per week included in rent for agistment of 3 Alpacas, and 1 cow.
3 cats outside house cats allowed

ADDITIONAL TERMS - Additional terms which do not take away any of the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria). Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

12. TENANTS

- 12.1 All persons using the Premises as Tenants or otherwise must comply with the provisions of this Agreement and the Residential Tenancies Act 1997 and other relevant legislation and regulations. Any proposed change in Tenants must be immediately notified to the Landlord.

13. CARE OF THE PREMISES

13.1 The Tenant agrees:

- (1) not to paint, mark or deface the Premises internally or externally or use nails, screws or adhesives without prior written consent of the Landlord.
- (2) to place all household rubbish in the bin provided by the local authority and put the bin out for collection on the designated day for collection and remove the bin to the Premises promptly after it has been emptied and return it to its allotted place.
- (3) not to use any sink, basin, toilet, drain or like facility in or connected to the Premises for other than their intended use nor to do anything that might damage or block the plumbing drainage or sewerage servicing the Premises and to promptly notify the Landlord of any blockage or defect.
- (4) not to affix any television antenna, satellite dish or cabling to the Premises without prior written consent of the Landlord.
- (5) not to hang washing, or other articles anywhere but in areas provided or designated for this purpose.
- (6) to maintain all garden areas including watering (subject to any council restrictions) trees, lawn and other plants, mowing the lawn and removing garden rubbish (including pet waste) from the Premises.
- (7) to replace, at the Tenant's cost, blown or damaged light bulbs or fluro tubes and ensure all are in a working condition at the end of the tenancy. Where such damage has been occasioned by the Landlord or its Agent it shall be the Landlord's responsibility to replace light bulbs and fluro tubes.
- (8) not to carry out any mechanical repairs to machinery (including cars and/or boats) which the Tenant may bring onto the Premises.
- (9) where the Landlord's consent has been obtained in respect of Clause 13.1(1) & 13.1(4) the Landlord may require, as a condition of consent, that the Tenant return the Premises to its original condition at the end of the Tenancy.
- (10) where a product, fixture or fitting provided with the Premises has a warning label or safety instructions attached the Tenant is not to deface, damage or remove such label.
- (11) Other:

Contract conditional on written permission to install Skyesh NBN as per clause 4, section 13

P. Behr

21. BREACH OF AGREEMENT BY TENANT

- 21.1 The Tenant must promptly rectify any breach and pay the reasonable expenses of such rectification.
- 21.2 If the Tenant is in breach of the obligations under this Agreement (including its obligations to maintain the Premises) the Landlord may, where the Tenant has not done so promptly, rectify such breach and claim the cost of such rectification from the Rental Bond or the Tenant.
- 21.3 Should the Tenant be in breach of its obligations under the Agreement resulting in default and termination of this Agreement before the end date, the Tenant is not released from its obligations under this Agreement and must pay damages, which damages may include any losses incurred by the Landlord with respect to rental, outgoings, letting and marketing expenses and otherwise. The Landlord has an obligation to mitigate its damages.

22. TERMINATION (END OF OCCUPANCY)

- 22.1 The Tenant must give the Landlord written notice of its intention to vacate the Premises in accordance with Section 235 of the **Residential Tenancies Act 1997** in the approved form, such notice being not less than 28 days prior to the tenancy expiry date, to the Landlord in the approved form of its intention to vacate the Premises.
- 22.2 Where the Tenant, with the consent of the Landlord, remains in occupation after the expiration of the term, the Tenant does so under a periodic tenancy and must give the Landlord a notice of its intention to vacate in accordance with Clause 22.1.
- 22.3 The Landlord requiring possession of the Premise at the end of the term must give the Tenant notice in accordance with the **Residential Tenancies Act 1997**.
- 22.4 On termination of this Agreement whether on expiry of a fixed term, by agreement between the parties or otherwise in accordance with the **Residential Tenancies Act 1997** the Tenant agrees to:
- (1) deliver vacant possession
 - (2) deliver up all keys and security devices
 - (3) leave the Premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential Premises.
 - (4) remove all of the Tenant's property (including fixtures where required) and belongings from the Premises including rubbish and property on the Premises not the property of the Landlord.
 - (5) advise as soon as possible of the Tenant's contact address
 - (6) ensure carpets are left in a similar condition to their condition at the start of tenancy. If cleaning is required they should be professionally cleaned by a qualified carpet cleaner.
- 22.5 Failure by the Tenant to carry out any of its obligations under this Agreement and on termination will entitle the Landlord to claim damages in respect of any expenses incurred or rental lost. The Landlord must take reasonable steps to mitigate its damages.
- 22.6 The termination of this Agreement by notice or otherwise shall not affect either party's right to compensation for damages arising from breach of the terms of this Agreement.
- 22.7 No forbearance by the Landlord to exercise its rights against the Tenant in respect of any breach by the Tenant of its obligations under this Agreement or with respect to the **Residential Tenancies Act 1997** shall preclude the Landlord from subsequently exercising its rights in respect of this Agreement or in accordance with the **Residential Tenancies Act 1997**.

23. INSURANCE & INDEMNITY

- 23.1 The Tenant agrees:
- (1) not to by act or omission, do anything which would cause any increase in the premium of any insurance the Landlord may have over the Premises (or their contents) or cause such insurance policy to be invalidated.
 - (2) to pay the Landlord any excess or premium increase or charge by the Landlord's insurance company as a result of the acts or omissions of the Tenant or persons on the Premises with the consent of the Tenant. This does not include any increase in the premium as a result of actions by the Landlord or people acting with the Landlord's authority.
 - (3) to be responsible for insuring the Tenant's own property.
 - (4) the Landlord will provide a copy of relevant insurance policies to the Tenant.

24. LIABILITY STATEMENT

- 24.1 Where the Landlord, has complied with its obligations under this Agreement and the **Residential Tenancies Act 1997**, the Tenant, except in the case of negligence on the part of the Landlord, indemnifies the Landlord against any claims in respect of loss, damage or injury to persons or property for which the Landlord may become liable as a result of any act or omission by the Tenant or others on the Premises with the consent of the Tenant.
- 24.2 For the purpose of this Clause the Landlord shall include the Agent, contractors and permitted assigns.

25. RENT INCREASE

- 25.1 The Landlord must give the Tenant at least 60 days notice in the prescribed form in accordance with the **Residential Tenancies Act 1997** of a proposed rent increase.
- 25.2 Under a fixed term tenancy a Landlord must not increase the rent before the term ends unless this Agreement provides for a rent increase within the fixed term.
- 25.3 The Landlord must not increase the rent at intervals of less than 6 months.
- 25.4 If the Tenant disagrees with the rent increase the Tenant may in accordance with Section 45 of the **Residential Tenancies Act 1997** apply to the Director of Consumer Affairs Victoria to investigate and report. The Tenant must make an application within 30 days after receiving the notice of Rent increase.

P. B. W.

29. PRIVACY STATEMENT

- 29.1 The Landlord's Agent must comply with the provisions of the Australian Privacy Principles (**Privacy Act 1988**) and where required maintain a Privacy Policy.
- 29.2 The Privacy Policy outlines how the Landlord's Agent collects and uses personal information provided by you as the Tenant, or obtained by other means, to provide the services required by you or on your behalf.
- 29.3 You as the Tenant agree the Landlord's Agent may, subject to the **Privacy Act 1988 (CTH)** (where applicable), collect, use and disclose such information to:
- (1) the Landlord as owner of the Premises to which this Tenancy Agreement applies; &/or
 - (2) (subject to the provisions of Part 10A of the **Residential Tenancies Act 1997**) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the lease and if applicable listing, in compliance with Section 439E of the **Residential Tenancies Act 1997**, tenancy agreement breaches; &/or
 - (3) tradespeople and similar contractors engaged by the Landlord/Landlord's Agent in order to facilitate the carrying out of works with respect to the Premises; &/or
 - (4) the Landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the Landlord/Landlord's Agent relating to the administration of the Premises and use of the Landlord's Agent's services; &/or
 - (5) Owners Corporations
- 29.4 Without provision of certain information the Landlord's Agent may not be able to act effectively or at all in the administration of this Agreement.
- 29.5 The Tenant has the right to access such personal information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- 29.6 The Landlord's Agent will provide (where applicable), on request, a copy of its Privacy Policy.

30. OTHER ADDITIONAL TERMS

Land area for agistment of animals 1.5 hectares (map attached)

Fences to be fully stockproof

31. SIGNATURES

By signing this Agreement the Tenant/s:

- agree to lease the Premises on the terms and conditions contained herein.
- acknowledge having received a copy of *Renting a Home: A Guide for Tenants* booklet as published by the Consumer Affairs Victoria, at the start of the tenancy.

Signed by the Landlord/Landlord's Agent:

Signature: 

Signature of Tenant(s):

Tenant 1: 

Tenant 2: 

Tenant 3: _____

Tenant 4: _____