

# **Butterfield Conveyancing**

**ZHONG QUAN YANG**

(Vendor)

## **CONTRACT OF SALE OF REAL ESTATE**

**12 STEPHEN STREET SEAFORD VIC 3198**

(Property)

**Butterfield Conveyancing**

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Ref: V181769

# CONTRACT OF SALE OF REAL ESTATE

## Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute OF Victoria Limited

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 Form 2 of the *Estate (Contracts) Regulations* 2008; and
- in that order of priority.

### 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 previously signed a similar contract for the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

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

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

You may negotiate with the Vendor about the amount of the deposit monies 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.

## 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 that 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     /     /2018

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Purchaser

print name(s) of person(s) 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 days if none specified).

**SIGNED BY THE VENDOR**

on     /     /2018

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Vendor

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.

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## **PARTICULARS OF SALE**

### **Vendor's estate agent**

**Vendor**  
**ZHONG QUAN YANG**  
**of 1/27 WILSON STREET HIGHETT VIC 3190**

### **Vendor's legal practitioner or conveyancer**

**Butterfield Conveyancing Centre Pty Ltd**  
Suite 6, 17 Carrington Road, Box Hill VIC 3128  
T: 9899 8028 F: 9899 6472  
E: info@butterfieldconveyancing.com

### **Purchaser**

### **Purchaser's legal practitioner or conveyancer**

### **Property address**

**12 STEPHEN STREET SEAFORD VIC 3198**

### **Land**

The land is described in the attached copy Title and Plan as **Lot 3 on Plan of Subdivision 091163**, being the Land more particularly described in **certificate of title VOLUME 08891 FOLIO 607**;

and includes all improvements and fixtures.

**Goods sold with the Land (General Condition 2.3(f))**

All fixed floor coverings, electric light fittings, window furnishings and all other fixtures and fittings as inspected by the Purchaser on the Day of Sale.

**Payment (General Condition 11)**

Price: \$

Deposit: \$ (being 10% of the Price payable on the Day of Sale)

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

or earlier by mutual agreement

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is the later.

**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: **refer to the attached lease documents.**

**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

**Encumbrances**

This sale is NOT subject to an existing mortgage unless the words '**subject to existing mortgage**' appear in this box

If the sale is '**subject to existing mortgage**' then particulars of the mortgage are:

**Encumbrances to be assumed by the Purchaser are:**

All registered easements and covenants (if any)

Any easements and covenants disclosed in the Vendor's Statement attached to this Contract of Sale.

Encumbrances (if any) to be created by registration of the Plan of Subdivision.

**Special conditions**

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

**Special Conditions**

If the sale is subject to '**special conditions**' then particulars of the special conditions are: see attached.

**Loan (refer to general condition 14)**

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

Lender:

Loan amount \$

Approval date / /20

**Part 2 being Form 2 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 a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 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 that 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 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 that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that

release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

- 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 Property 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 vendor's 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 general 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 10.00a.m. and 4.00p.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, 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) by 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 section 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 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 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 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 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 of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 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 adjustments 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 or on 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 a 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 the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

**28. DEFAULT NOT REMEDIED**

28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default

# SPECIAL CONDITIONS

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## 1. General Condition amendments

1.1 General conditions 7, 8, 11.6, 23 and 24.4 to 24.6 do not apply to this contract.

1.2 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.

1.3 General condition 26 is amended by deleting “2%” and replacing it with “4%”.

## 2. Definitions and interpretation

### 2.1 Definitions

In this Contract, unless the contrary intention appears or the context otherwise requires:

**ADI** means any Authorised Deposit taking Institution as defined in the *Banking Act* 1959.

**Approval** means any permit, licence, consent, certificate or other approval obtained or required to be obtained from a Authority in relation to the Property.

**Authority** means any government or any public, other governmental, semi-governmental, local government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

**Balance** means the balance specified in the Particulars of Sale.

**Building** means the building situated on the Land and all other fixed improvements to the Building or on or below the surface of the Land, but excluding any fixtures and fittings which a Tenant is entitled to sever and remove from the Building under the terms of a Tenancy.

**Building Legislation** means the *Building Control Act* 1981, the *Building Act* 1993, the Building Code of Australia or the requirements of any Authority in relation to any improvements erected on the Land or any alterations or additions to the improvements.

**Business Day** means a day which is not a Saturday, Sunday or a day that is not a gazetted public holiday.

**Claim** means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, cost (whether or not the subject of a court order), loss, expense and debts of liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.

**Contaminant** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance which is detrimental to any beneficial use made of the Land or the surrounding Environment or which makes or can reasonably be expected to make the Land or the surrounding Environment:

(a) noxious or poisonous;

- (b) harmful or potentially harmful to the health, welfare or safety of human beings;
- (c) poisonous, harmful or potentially harmful to animals, birds, wildlife, fish or other aquatic life;
- (d) poisonous, harmful or potentially harmful to plants or vegetation;
- (e) obnoxious, noxious, poisonous or offensive to the senses of human beings;
- (f) otherwise environmentally degraded;
- (g) in breach of any Environmental Law; or
- (h) subject to any statutory requirement to take action to abate or remediate.

**Contract** includes all parts of and schedules, annexures and exhibits to this Contract and includes the Vendor's Statement.

**Costs** includes costs, charges and expenses, including those incurred in connection with advisors.

**Day of Sale** means the day of sale referred to in the Particulars of Sale., which date is the date of this Contract.

**Deed of Guarantee and Indemnity** means a guarantee and indemnity in the form set out in Annexure 1.

**Deposit** means the deposit referred to in the Particulars of Sale.

**Disclosure Material** means all information and materials relating in any way to the Property or any Tenants which were at any time provided or made available to the Purchaser, its employees, advisers, consultants, agents or solicitors.

**Encroachments** means any encroachment, including those encroachments:

- (a) on the Property by another property or structure on another property;
- (b) by the Property or a structure on the Property on another property;
- (c) resulting from an incorrect alignment of a structure on the Property or another property; or
- (d) by a structure on the Property onto any easement or other reserve on the Property.

**Environment** includes all aspects of the surroundings of human beings including:

- (a) the physical characteristics of those surroundings, such as the land, the waters and the atmosphere;
- (b) the biological characteristics of those surroundings, such as the animals, plants and other forms of life; and
- (c) the aesthetic characteristics of those surroundings, such as their appearance, sounds, smells, tastes and textures.

**Environmental Law** means a law, policy, regulation or guideline (whether present or future) of any Authority regulating or otherwise relating to the Environment including any law relating to land use, planning, heritage, coastal protection, water catchments, solid waste, use of dangerous goods and hazardous substances, hazardous waste, waste water discharges, water quality, drinking water, ground water, air emissions, air quality, hazardous substances (including the lease, storage, discharge, disposal, arranging for disposal or reporting hazardous substances) contaminated land, building regulations, public and occupational health and safety, noxious trades, climate change or any other aspect of protection of the Environment or persons or property.

**Environmental Liability** means any liability which arises directly or indirectly in connection with any contamination caused by any solid, liquid, gas, odour, heat, sound, vibration, radiation or substance which makes or may make the Property unsafe or unfit for habitation or occupation by humans or otherwise environmentally degraded, including the following:

- (a) all Costs associated with undertaking any remediation of the Property whether or not ordered or required by any Authority;
- (b) any compensation or other monies that an Authority requires to be paid to any person under any Environmental Law for any reason;
- (c) all Costs incurred in complying with any Environmental Law; and
- (d) any Claim made in connection with any contamination of the Property.

**General Conditions** means the general conditions set out in part 2 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008 (Vic)* (as amended by this Contract).

**Goods** means the goods referred to in the Particulars of Sale.

**Guarantor** means each and every director of the Purchaser or nominee.

**Intellectual Property** means all intellectual property rights (whether registered or unregistered) in the design of the Property, or otherwise relating to the Property, including without limitation, copyright (if any) owned by the Vendor in any plans and drawings, development approvals, trademarks, logos, business names, domain names held by or on behalf of the Vendor.

**Interest** means the interest (if any) that accrues on the Deposit less the taxes, charges and fees charged on, or attracted by, the Deposit or by the interest earned on it including any tax deducted because of a failure by the Purchaser to supply a tax file number.

**Land** means the land referred to in the Particulars of Sale.

**Land Tax** has the meaning given in the *Land Tax Act 2005*.

**Law** means any law (including the principles of law or equality established by decisions of courts) that applies in Victoria, and any rule, regulation, ordinance, order, by-law,

local law, statutory instrument, control, restriction, direction or notice made under a law by any Authority.

**Liability** includes any Cost arising from or in connection with a Claim or any other liability, cost, claim, action, allegation, suit, action, demand, cause of action or proceeding.

**Loss** includes any loss, injury, liability, damage, Costs, Claim or other detriment, including economic loss, consequential loss and special loss.

**Non-Recoverable Outgoings** means Outgoings which are not Recoverable Outgoings.

**Ordinary Course of Operations** includes the unrestricted right to review rents and licence fees in respect of the Tenancies and the right to renew and grant new leases or new licences and the right to accept surrenders of Tenancies and vary Tenancies.

**Outgoings** means all outgoings, costs and expenses in relation to the Property including:

- (a) all rates, Taxes, assessments, fire insurance premiums and Land Tax; and
- (b) all variable outgoings and statutory outgoings.

**Particulars of Sale** means the section of this Contract headed "Particulars of Sale".

**Price** means the price specified in the Particulars of Sale.

**Property** means the property specified in the Particulars of Sale and includes the Goods.

**Property Controls** means all existing and future planning, environmental, building, heritage and similar controls relating to the use or development of the Property, including, without limitation, the relevant planning scheme and any Approval.

**Purchaser** means the purchaser specified in the Particulars of Sale.

**Purchaser's Rights** means:

- (a) making requisitions;
- (b) claiming compensation;
- (c) rescinding or purporting to rescind;
- (d) calling on the Vendor to amend title or to bear any cost of doing so;
- (e) delaying settlement;
- (f) avoiding any of its obligations; and
- (g) making any other Claim,

under this Contract, before or after Settlement.

**Purchaser Trust** means the purchaser trust specified in the Particulars of Sale, if any.

**Recoverable Outgoings** means Outgoings recoverable under the Tenancies.

**Rent** means the rent, licence fees and profits under the Tenancies.

**Services** means water, recycled water, sewerage, drainage, other water service, gas, electricity, telecommunications, garbage and other like services and includes all installations, pipes, wires, fibre optic cables, mains, connections and machinery relating to those services.

**Settlement** means the time at which General Condition 10 is satisfied.

**Settlement Date** means the date upon which Settlement is due as specified in the Particulars of Sale.

**Specified Encumbrances** means the Encumbrances specified in Schedule 1.

**Tax** means all Federal and State taxes and charges, including without limitation, any congestion levy.

**Tax Act** means the *Income Tax Assessment Act 1997*(Cth).

**Tenancy** means the leases and licences affecting the Property, if any, and any other agreement including any assignment, variation and any unexecuted agreement in connection with the use or occupation of the Property.

**Tenancy Document** means a document recording the terms of a Tenancy as set out in **Annexure 2** in the event that the Property is sold “subject to lease”.

**Tenant** means a person entitled under a Tenancy to use or occupy part of the Property.

**Tenant's Property** means all goods, plant, equipment, machinery, fixtures, furniture, fittings and effects belonging or owned by any Tenant or other lawful occupier of the Property, or leased by any Tenant or other lawful occupier of the Property from a party other than the Vendor.

**Vendor** means the vendor specified in the Particulars of Sale.

**Vendor's Associates** means:

- (a) the Vendor's Agent;
- (b) the Vendor's Legal Practitioner; and
- (c) the officers, employees, advisors, consultants and agents of the Vendor, the Vendor's Agent and the Vendor's Legal Practitioner.

**Vendor's Legal Practitioner** means the firm specified as the Vendor's Legal Practitioner in the Particulars of Sale.

**Vendor Statement** means the statement made by the Vendor under Section 32 of the *Sale of Land Act 1962*, a copy of which is attached to this Contract.

**Vendor Trust** means the vendor trust specified in the Particulars of Sale, if any.

**Vendor Warranties** means each warranty given by the Vendor under this Contract.

## 2.2 Interpretation

In this Contract unless the contrary intention appears or the context otherwise requires:

- (a) a reference to this Contract or another instrument includes any variation or replacement of them;
- (b) a reference to a person includes the person's executors, administrators, successors and permitted assigns;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) the singular includes the plural and vice versa;
- (e) words importing a gender include any gender;
- (f) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;
- (g) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (i) a reference to any thing (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (j) a reference to a body whether statutory or not which ceases to exist or has its functions and powers transferred to another body is a reference to the replacing or succeeding body as the case may be;
- (k) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (l) other parts of speech and grammatical forms of a word or phrase defined in this Contract have a corresponding meaning;
- (m) where the day on or by which anything is to be done is not a Business Day, that thing must be done on or by the next occurring Business Day;
- (n) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;
- (o) words and phrases used in the General Conditions and the Particulars of Sale have the same meaning when used in these additional special conditions unless inconsistent with defined terms in this additional special conditions.

### **3. Sale of Property**

- 3.1 The Vendor agrees to sell and the Purchaser agrees to purchase the Property, subject to and with the benefit of the Tenancy to the extent it is current at Settlement, for the Price and on the terms of this contract, free from Encumbrances except the Specified Encumbrances.

3.2 Subject to the payment of the Deposit as specified in the Particulars of Sale, the Price is payable by the Purchaser on the Settlement Date.

**4. Deposit**

4.1 In the event that the Deposit payable by the Purchaser under this Contract is paid to the Vendor's Legal Practitioner as stakeholder, the Parties authorise the Vendor's Legal Practitioner (without imposing an obligation to do so) to place the Deposit in an interest bearing trust account with an ADI nominated by the Vendor's Legal Practitioner. Alternatively, at the Vendor's option, the Deposit will be held in the Vendor's Legal Practitioner's Trust Account.

4.2 If the Deposit is invested in an interest bearing trust account, any Interest which accrued on the Deposit will be paid to the party entitled to the Deposit. Any tax credit will belong to the party entitled to receive the Interest on the Deposit

4.3 The Purchaser agrees to provide to the Vendor on request the Purchaser's tax file number. If the Purchaser does not do so, the Purchaser acknowledges that withholding tax may be deducted from any Interest to which the Purchaser may be entitled.

4.4 The Vendor's Legal Practitioner will not be responsible for any loss occasioned by the investment of the Deposit and the party entitled to the Deposit will bear the risk of the loss of the Deposit.

**5. Purchaser's inspection**

5.1 The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:

- (a) is satisfied as to the nature, quality, condition and state of repair of the Property;
- (b) accepts that all structures or improvements on the Property are contained wholly within the title boundaries of the Property and that no structure or improvements of any adjoining property encroaches over or under the title boundaries to the Property;
- (c) accepts the Property with all Property Controls and Approvals;
- (d) accepts the Property as it is and subject to all defects (latent or patent) and all dilapidation and infestation and any non-compliance with any Property Controls or Approvals; and
- (e) is satisfied about the purposes for which the Property may be used and about all restrictions and prohibitions on its development.

5.2 The Purchaser warrants that:

- (a) no information, representation or warranty of the Vendor or the Vendor's Agent (apart from those statements contained in the Vendor Statement) was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser, and the Purchaser enters into this Contract solely on the basis of its own enquiries and investigations (including, without limitation of the Disclosure Material) and is relying on its own judgement);
- (b) no information, representation or warranty has been so relied upon;

- (c) there is no other contract, agreement or collateral warranty existing at the time of execution of this Contract which relates to the Property or the purchase of the Property by the Purchaser;
- (d) this Contract is the sole and full repository of the agreement between the Vendor, the Vendor's Agent and the Purchaser; and
- (e) without limitation, the Purchaser acknowledges that it has not relied upon any information contained in any information memorandum, brochure or advertisement prepared by or on behalf of the Vendor in relation to the sale of the Property.

**5.3 The Vendor gives no warranty:**

- (a) that the improvements erected on the Land or any alterations or additions to the improvements comply with any Building Legislation. The Purchaser must not exercise any Purchaser's Rights because of any non-compliance with any Building Legislation and must not call upon the Vendor to bear all or any part of the cost of complying with any Building Legislation;
- (b) as to the use to which the Property may be put;
- (c) that the use to which the Vendor has previously put the Property is permissible or permissible only with the consent of any Authority and the Purchaser must obtain any necessary consent at the Purchaser's own expense.

**5.4 Settlement of this Contract is not conditional or dependent upon the Purchaser obtaining any consent or approval lawfully necessary in order to enable the Property or any part of it to be used or occupied by the Purchaser or any other person for any purpose whatsoever, and is not conditional upon any matter referred to in this additional special condition.**

**5.5 The Purchaser may not exercise any of the Purchaser's Rights in relation to any matter referred to in this special condition 5 because of anything in connection with:**

- (a) any loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Property;
- (b) the roof or surface water drainage from the Property being connected to a sewerage service;
- (c) the presence in or on the Property of any Contaminant.

**6. Services**

**6.1 The Purchaser acknowledges that the Property is subject to all Services (if any) affecting the Property.**

**6.2 The Purchaser shall not exercise any Purchaser Rights by reason of:**

- (a) the condition or existence or non-existence of services;
- (b) any Service which is a joint service with any other land or building;
- (c) any Service servicing the Property or any other property passing through, under or over the Property, whether subject to a registered easement or otherwise; or

- (d) if, as a result of the presence of Services on the Property, any Authority or any other person or property has the benefit of the any right or easement over the Property in respect of the Services.

**7. Environmental Liability**

- 7.1 The Purchaser buys the Property subject to any Contamination or other matters identified in any environmental report provided to the Purchaser and such other Contamination as may exist on the Property prior to or after the Settlement Date.
- 7.2 The Purchaser acknowledges and agrees that, except to the extent of that disclosure, no representation or warranty and no indemnity of any kind has been made or given by or on behalf of the Vendor concerning the existence or otherwise of any Contamination on or in the Property or concerning the risk of any possible harm or detriment which may be caused to any beneficial use of the Property or other environmental matters affecting the Property.
- 7.3 The Purchaser:
  - (a) acknowledges and agrees it has purchased the Land in its present condition and has made its own investigations regarding the Land and the surrounding Environment and has entered into this Contract on that basis and on and from the Settlement Date assumes full responsibility for the presence of Contamination on the Property or other environmental matters affecting the Property including all compliance with the Environmental Law and all other relevant legislation, all Property Controls and the requirements of any Authority in respect of them;
  - (b) acknowledges that on and from the Settlement Date it assumes all risk of loss, damage, liability or injury to any person, corporation or property resulting in any way from the use of the Land or the presence of any Contaminant which may be in or on the improvements or any fixtures, fittings or installation in, to or on the improvements or in, on, under or migrating from the Land or the surrounding Environment; and
  - (c) on and from the Settlement Date, releases and discharges the Vendor and its successors, assigns, employees and agents from and against all claims, suits, demands and actions of every description whatsoever and whenever occurring which the Purchaser has, may have, or which may accrue in the future or which, but for the execution of this Contract, the Purchaser would or might have had against the Vendor as a result of the presence or impacting any Contaminant in, on, under or migrating from the Land or the surrounding Environment and from and against all claims for costs and expenses in respect of such claims, suits, demands and actions.
- 7.4 The Purchaser may not exercise any of the Purchaser's Rights in relation to any Contamination or any matter referred to in this special condition.
- 7.5 On and from Settlement, the Purchaser must indemnify the Vendor on demand from and against any:
  - (a) Environment Liability;
  - (b) Liability or Cost suffered or incurred by the Vendor in respect of any default by the Purchaser under Special Condition 6.2; and
  - (c) Liability suffered or incurred by the Vendor in respect of any:

- (i) direction, notice or order given or made under an Environmental Law;
- (ii) breach of an Environmental Law;
- (iii) Claim in respect of Contamination of or emanating from the Property.

**8. Subject to all Laws**

- 8.1 The Purchaser buys the Property subject to any applicable Law including, without limitation, the requirements of the relevant planning scheme and any Approval.
- 8.2 The Vendor has not made and shall not be construed as having made any representation or warranty that:
- (a) the Property is suitable for any purpose which the Purchaser may have indicated is its intention to pursue;
  - (b) any permit of any nature whatsoever has been obtained or is available from any relevant Authority; or
  - (c) that the Vendor's existing or past uses of the Property complied with any Property Controls or Building Legislation.
- 8.3 The Purchaser may not exercise any of the Purchaser's Rights in relation to any matter referred to in this additional special condition.
- 8.4 Prior to entering into this Contract the Purchaser has made its own enquiries and investigations as to the use to which the Property may be put and the Purchaser relied entirely on the result of its investigations and on its own judgement in entering into this Contract.

**9. Leases and Licences**

- 9.1 The Purchaser acknowledges that:
- (a) if the Property is sold "subject to lease" in the Particulars of Sale, the Property is sold subject to the Tenancy and any lease or licence otherwise consented to by the Purchaser in accordance with this Contract. The Purchaser is not entitled to raise any objection in relation to the Tenancy nor to raise any alleged deficiencies in the Tenancy or waiver on the part of any party nor to object to the right of any Tenant to remove any Tenant's Property installed on the Land;
  - (b) it has inspected and satisfied itself in all respects about the Tenancy;
  - (c) the Tenant may have rights to remove Tenant's Property in the terms of the Tenancy;
  - (d) the Vendor need not take any action to enforce any Tenancy;
  - (e) the Vendor does not warrant or represent that:
    - (i) any Tenancy will be in existence at Settlement;
    - (ii) any Tenant under any Tenancy will not be in breach of its obligations under its Tenancy as at Settlement;

- (iii) any Tenant will be in possession of the premises the subject of its Tenancy at Settlement; and
    - (iv) it holds all originals or counterparts of the Tenancy Documents;
  - (f) subject to clause 9.6 of this Special Condition 9, the Tenancy is subject to variation in the Ordinary Course of Operations of the Vendor in letting premises to lessees and licensing for the purposes of the Vendor from the Day of Sale to Settlement;
  - (g) the Purchaser has inspected the Tenancy Documents;
  - (h) the Purchaser must not exercise the Purchaser's Rights because of anything in connection with any matter referred to in this Special Condition 9 and without limitation the Purchaser acknowledges that the Vendor will deliver to the Purchaser at Settlement all originals or certified copies of the Tenancy Documents.
- 9.2 The Vendor assigns to the Purchaser with effect from the Settlement Date the benefit of all obligations owed to the Vendor under the Tenancy Documents which do not go with the reversionary estate in the Land under section 141 of the *Property Law Act 1958*.
- 9.3 From Settlement the Purchaser must observe and perform and be bound by all the Vendor's obligations under any Tenancy and will accordingly indemnify the Vendor against any breach of such obligations.
- 9.4 On the Settlement Date, the Vendor must give the Purchaser notices to the Tenants of the change of ownership of the Property and direct the Tenants to make future rent and all other payments to the Purchaser (or as the Purchaser directs). The Purchaser must provide the notices to the Tenants within seven (7) days of the Settlement Date.
- 9.5 The Purchaser acknowledges that:
- (a) there may be various sub-tenancies and sub-licenses in existence or in the course of negotiation, execution or registration prior to Settlement;
  - (b) the Vendor does not make any warranties or representations in connection with those sub-tenancies and sub-licenses;
  - (c) the Purchaser may not exercise the Purchaser's Rights because of anything in connection with those sub-tenancies and sub-licenses.
- 9.6 The Vendor must not between the Day of Sale and Settlement vary any Tenancy unless the Vendor first obtains the Purchaser's prior written consent (which must not be unreasonably withheld or delayed) except where:
- (i) the Vendor is obliged to do that thing by the Tenancy Document or otherwise by law; or
  - (ii) the Vendor's intention of doing that thing is disclosed in this Contract,
- in which case the Vendor may do such things without the Purchaser's consent.

Where the Purchaser's consent is required under this Special Condition 9, the Purchaser is deemed to have consented under Special Condition 9 if within five

(5) Business Days after a written request for consent is received by the Purchaser, the Purchaser does not inform the Vendor in writing that it consents or that it withholds consent.

**10. Adjustment of Rent**

10.1 Rent will accrue to the Vendor up to and including the day upon which Settlement takes place and after Settlement the Rent will accrue to the Purchaser. The adjustment of Rent will be dealt with in the following manner:

- (a) any prepaid Rent for any period beyond the day upon which Settlement takes place will be apportioned between the Vendor and the Purchaser and the Vendor agrees that the Price will be adjusted at Settlement to the extent that any prepaid Rent relates to the period after Settlement;
- (b) any payable but unpaid Rent (**Arrears**) for any period prior to and including the day upon which Settlement takes place will be adjusted at Settlement in favour of the Vendor to the extent that the Arrears relate to a period prior to and including Settlement; and
- (c) the Purchaser will not under any circumstances be entitled to adjust against the Vendor in respect of Arrears for any period after the day upon which Settlement takes place.

**11. Apportionment of Outgoings**

11.1 There will be no apportionment of Outgoings which are payable by a Tenant direct to third parties. If, at the day upon which Settlement takes place the Tenant has not paid Outgoings which are paid direct to third parties, the Vendor is not required to pay any such Outgoings.

11.2 If the Vendor has paid Recoverable Outgoings and the Tenant has reimbursed the Vendor for these amounts, the Recoverable Outgoings must not be apportioned between Vendor and Purchaser.

11.3 If at the Settlement Date there are any arrears of rent or other moneys owing by any Tenant of any part of the Property sold, the right to receipt of those arrears will remain with the Vendor, and Section 141 of the *Property Law Act 1958* will not apply in respect of those arrears. The Vendor may take such action as it deems expedient to recover such arrears, and subject to the Vendor providing an indemnity to the Purchaser, may in the name of the Purchaser institute proceedings and do all such acts and things as it considers necessary to recover all or any part of such arrears. The Purchaser will do all such things as may be reasonably necessary to assist the Vendor in the recovery of any such arrears provided that the Vendor pays the Purchaser's reasonable costs and expenses of doing so.

11.4 An apportionment of Non-Recoverable Outgoings must be made between the Vendor and Purchaser relating to the current Outgoings year as at the day upon which Settlement takes place. The Vendor is responsible for Non-Recoverable Outgoings apportionable to the period on and before the day upon which Settlement takes place and the Purchaser is responsible for Non-Recoverable Outgoings apportionable to the period after the day upon which Settlement takes place.

**12. Goods**

12.1 On paying the Price, the Purchaser owns the Goods.

12.2 The Vendor gives no warranty as to the working order or condition of the Goods.

12.3 The Purchaser covenants not to charge or encumber the Goods in any way before the Price and all other moneys due and payable by the Purchaser to the Vendor under this Contract are paid in full and the Purchaser indemnifies the Vendor from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suits, demands and actions arising out of or in connection with a breach by the Purchaser of its obligations under this special condition 12.

**13. Guarantees, warranties, security deposits, licences etc.**

13.1 The Vendor will from Settlement be deemed to have assigned (but only insofar as it is lawfully able to do so) to the Purchaser with effect from Settlement the benefit of all guarantees, warranties, security deposits, agreements and assurances which relate to or attach to the Property as described in Annexure 3. The Vendor has no obligation to procure the consent of any party which is required in order to lawfully assign such benefit. At the Day of Sale the Vendor holds the bank guarantees and the security deposits listed in the Security Schedule. Before Settlement if the Vendor draws on a bank guarantee or security deposit the Vendor will notify the Purchaser that it has done so.

13.2 The Vendor will deliver to the Purchaser at Settlement only those guarantees, warranties, security deposits, agreements and assurances then in its possession (it being acknowledged by the Purchaser that the Vendor may not hold all such guarantees, warranties, security deposits, agreements and assurances).

13.3 If for any reason any of the guarantees, warranties, security deposits, agreements and assurances is not assignable at law then the Vendor will allow the Purchaser at the Purchaser's expense to sue in the name of the Vendor to recover damages or seek specific performance or any other remedy in respect of such guarantees, warranties, security deposits, agreements and assurances and in any event will at all times hold the benefit of such guarantees, security deposits, agreements and assurances and the Vendor's rights under them for and on behalf of the Purchaser.

13.4 As from Settlement, the Purchaser must observe and be bound by all the Vendor's obligations under the guarantees, warranties, security deposits, agreements and assurances and accordingly indemnifies and holds harmless the Vendor against any breach of such obligations.

13.5 If any Bank Guarantee is not assignable the Vendor agrees (to the extent it is able) to:

- (a) hold that Bank Guarantee on trust for the Purchaser (although the Purchaser will physically hold the Bank Guarantee following Settlement) for a period of 3 months from Settlement on the following terms and within a reasonable time after written request by the Purchaser during that period and on receipt of that Bank Guarantee, the Vendor must (at the cost of the Purchaser) use its reasonable endeavours to obtain payment under that Bank Guarantee and account to the Purchaser for the amount received; and
- (b) for a period of 3 months after Settlement, at the request of the Purchaser, use its reasonable endeavours to assist the Purchaser (at the Purchaser's cost) to procure a replacement Bank Guarantee from the Tenant where the Tenant is obliged to provide a Bank Guarantee under a Tenancy Document (although the primary obligation to procure the replacement Bank Guarantee lies with the Purchaser).

13.6 Provided that the Vendor receives the prior written consent of the Purchaser, the Vendor may, in its absolute discretion but subject to the terms of the Tenancy Document, before Settlement draw down or apply any part of the Bank Guarantee in respect of any arrears of Rent due or other default under a Tenancy Document and in that event the amount of the Bank Guarantee in respect of the Tenancy Document will be reduced by the amount drawn down or applied. If the Vendor draws down or applies any part of a Bank Guarantee the Vendor must request that the Tenant replace the amount by which the Bank Guarantee has been applied or reduced.

#### 14. Purchaser's Indemnity

14.1 The Purchaser indemnifies the Vendor and its successors, assigns, employees and agents against any loss, damage, liability, claims, suits, demands, and actions whatsoever and whenever occurring resulting or arising in connection with, the Purchaser's default under this Contract including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever the higher. The Purchaser's default is not remedied until any amount payable by the Purchaser to the Vendor under this clause in connection with that default is paid.

14.2 Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the party indemnifying and survives Settlement or termination. It is not necessary for the other party to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.

#### 15. Nomination

15.1 If this Contract says that the Property is sold to a named Purchaser "and/or nominee" (or similar words), the named Purchaser may, at least 21 days before the Settlement Date, nominate a substitute or additional Purchaser (**Nominee**) in accordance with the following procedure:

- (a) the Purchaser must deliver to the Vendor a written notice completed by the Purchaser and the Nominee which:
  - (i) nominates the Nominee; and
  - (ii) acknowledges that the Purchaser and Nominee will be jointly and severally liable for the due performance of the obligations of the Purchaser under this Contract; and
  - (iii) authorises the person, firm or corporation then holding the deposit to hold the deposit and any other monies paid by the Purchaser under this Contract as the deposit and any other monies payable by the Nominee;
- (b) if the Nominee is or includes a company which is not listed on an official list of security exchange as that term is defined in the *Corporations Act 2001* the Purchaser must deliver to the Vendor a guarantee of the performance of this Contract by each of the directors of the Nominee such guarantee complying with the requirements of special condition 24.1.

15.2 The Purchaser remains liable under this Contract even if the Purchaser nominates the Nominee.

15.3 The Purchaser and Nominee indemnify and will keep indemnified at all times the Vendor against all liabilities, claims, proceedings and penalties whatsoever under the *Duties Act 2000* relating to this Contract and the Instrument of Transfer of the Land sold under this Contract.

15.4 If a nomination is effected by the Purchaser, the Vendor acknowledges that, despite anything else contrary contained in this Contract:

- (a) the Purchaser has entered into this Contract on behalf of its nominee; and
- (b) the nominated Purchaser will replace the named Purchaser and will be entitled to all the benefits that the Purchaser is entitled to under this Contract.

**16. Additional rights of rescission**

16.1 If the Purchaser (or if the Purchaser consists of two or more persons, any of those persons) is a body corporate and:

- (a) an application is made to a court for an order or an order is made that it be wound up;
- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of it, or one of them is appointed, whether or not under an order;
- (c) except to reconstruct or amalgamate while solvent on terms approved by the Vendor, it enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement, or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (d) it resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the Vendor, or is otherwise wound up or dissolved;
- (e) it is or states that it is insolvent;
- (f) as a result of the operation of section 459F(1) of the *Corporations Act 2001 (Cth)*, it is taken to have failed to comply with a statutory demand;
- (g) it is, or makes a statement from which it may be reasonably deduced by the Vendor that it is, the subject of an event described in section 459C(2) or section 585 of the *Corporations Act 2001 (Cth)*;
- (h) it takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or an administrator is appointed to it; or
- (i) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;

then the Vendor may rescind this Contract by giving written notice to the Purchaser or the Purchaser's Legal Practitioner.

**17. Goods and Services Tax (GST)**

**17.1 GST Definitions**

- (a) In this additional special condition 17:

**Adjustment Note** includes any document or record treated by the Commissioner of Taxation as an adjustment note or as an enabling the claiming of an input tax credit for which an entitlement otherwise arises;

**Consideration** means any amount payable for a supply under this Contract;

**GST** includes any replacement or subsequent similar tax;

**GST Act** means a *New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) and all other legislation in relation to the GST;

**GST Rate** means the rate of GST imposed under the GST Act;

**Supply of a Going Concern** has the meaning given to that term in the GST Act;

**Tax Invoice** includes any document or record treated by the Commissioner of Taxation as enabling the claiming of an input tax credit for which an entitlement otherwise arises; and

**Taxable Supply** has the meaning given to that term in the GST Act.

- (b) Terms defined in the GST Act have the same meaning as in this additional special condition unless provided otherwise.

**17.2 Amount Exclusive of GST**

Unless otherwise expressly stated, all Consideration to be provided under this Contract of Sale is exclusive of GST.

**17.3 GST Pass-on**

Despite any other provision in this Contract, if GST is payable on any Taxable Supply under this Contract, the recipient must pay to the supplier an amount in respect of GST in addition to the Consideration. The GST amount payable under this additional special condition 17.3 shall be calculated by multiplying the Consideration payable in respect of the Taxable Supply (or in the case of a supply made under the Margin Scheme, the Margin), by the prevailing GST Rate.

**17.4 Time for Payment**

The recipient must pay the amount referred to in additional special condition 17.3 in addition to and at the same time as payment for the Taxable Supply is required to be made under this Contract.

**17.5 Tax Invoice/Adjustment Note**

If a Taxable Supply is made or varied under this Contract in respect to which GST is payable, the supplier must provide the recipient of the supply a valid Tax Invoice or Adjustment Note as the case may be at or before the time of payment or variation, unless the Margin Scheme is applied.

**17.6 Going Concern**

If the Particulars of Sale specify that the supply made under this contract is Supply of a Going Concern then the following shall apply:

- (a) The Vendor and the Purchaser agree that the supply made under this Contract is a Supply of a Going Concern.
- (b) The Purchaser warrants that it is, and will be at Settlement, registered for GST within the meaning of the GST Act.

- (c) If after the date of this Contract the Vendor determines for any reason that the supply made under this Contract does not constitute the Supply of a Going Concern and that GST is payable in respect of a Taxable Supply under this Contract, then additional special conditions 17.2 , 17.3 and 17.5 of this Contract shall apply and the Purchaser must pay to the Vendor an amount equal to the GST and any interest and/or penalties that the Vendor is required to pay to the Australian Taxation Office in respect of the Taxable Supply. In such a case the Vendor must notify the Purchaser in writing that the Vendor is required to pay the Australian Taxation Office specifying the GST and any interest and/or penalties payable in respect of the Taxable Supply and the Purchaser must forthwith pay to the Vendor the amount of any GST and any interest and/or penalties as notified to it within 14 days after receipt of the Vendor's notice.

**18. Settlement**

- 18.1 Settlement must take place before 3.00pm on the Settlement Date and at the offices of the Vendor's Legal Practitioner or at any other place they nominate.
- 18.2 If Settlement takes place after 3.00pm on the Settlement Date or Settlement has to be re-scheduled at the request of the Purchaser or the Purchaser's representative, the Purchaser is taken to be in default of the Balance until the next Business Day and the Vendor will be entitled to interest on any monies owing in accordance with General Condition 26 and a late Settlement fee of \$110.00 (inclusive of GST) shall be paid to the Vendor or the Vendor's representative at Settlement.
- 18.3 The Vendor is not obliged and the Purchaser must not require the Vendor to obtain a release of any security interest which may be subject to the *Personal Property Securities Act 2009* (Cth).
- 18.4 The Purchaser must not exercise any of the Purchaser Rights because of:
  - (a) the existence of any security interest for any part of the property which may be subject to the *Personal Property Securities Act 2009* (Cth); or
  - (b) any security interest which identifies the registered proprietor of the property as a grantor of a security interest.

**19. Payment of Price**

Any payment due under this Contract may be made or tendered either in cash or by an unendorsed cheque in favour of the Vendor or as the Vendor directs in writing drawn by an ADI listed or designated by Australia Prudential Regulation Authority as an Australian-owned Bank, Foreign Subsidiary Bank or a branch of a Foreign Bank.

**20. Foreign Acquisitions and Takeovers Act 1975**

The Purchaser warrants that it is not required to provide notice of the entering into of this Contract or of the purchase of the Property, and that it does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975* and/or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this Contract. The Purchaser indemnifies the Vendor against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from a breach of that warranty.

**21. Duties Act**

- 21.1 The Purchaser must:

- (a) pay all stamp duties (including penalties and fines) which are payable in connection with this Contract; and
- (b) indemnifies the Vendor against any liability which results from the fault, delay or omission to pay those duties or failure to make proper disclosures in connection with the *Duties Act* 2000 or to any officer under that Act.

**22. Confidentiality**

- 22.1 Each party undertakes that its employees, agents or representatives will not disclose the provisions of this Contract and any information flowing from it to a third party without the prior consent of all parties unless the disclosure is:
- (a) related to information already in the public domain;
  - (b) required by law or any Authority;
  - (c) made to a stock exchange or any similar regulatory authority, the rules of which require the disclosure;
  - (d) reasonably necessary for the purposes of any administrative or legal proceedings involving the party;
  - (e) reasonably necessary for financial purposes;
  - (f) made to professional advisors of a party bound to treat any information disclosed to them as confidential; or
  - (g) made to advisors and other experts of that party.
- 22.2 A party must not make a public announcement, press statement or release concerning this Contract without the prior consent of the other.

**23. Intellectual Property**

- 23.1 On Settlement and to the extent that the Vendor has an interest in the Intellectual Property, the Vendor assigns to the Purchaser all of its interest in the Intellectual Property.
- 23.2 The Purchaser must prepare any documents necessary for the Vendor to assign its rights to the Purchaser in respect of any registered trademark and deliver the documents at least 5 Business Days before Settlement to the Purchaser (**Transfer of IP Document**).
- 23.3 Despite anything in this Special Condition 23, any Transfer of IP Documents is not effective until Settlement even if the Vendor has executed any Transfer of IP Documents prior to Settlement.

**24. Guarantee and Indemnity**

- 24.1 If the Purchaser is or includes a corporation, the Purchaser must on the Day of Sale deliver to the Vendor an enforceable Deed of Guarantee and Indemnity duly executed by the Guarantors as security for the observance and performance by the Purchaser of its obligations under this Contract.
- 24.2 The Vendor may waive the requirement set out in Special Condition 24.1 if the Purchaser is or includes a corporation the voting shares of which are listed on the Australian Stock Exchange.

**25. Entire Agreement**

The Purchaser acknowledges that:

- (a) no information, representation or warranty by the Vendor, the Vendor's Agent or the Vendor's Legal Practitioner was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- (b) no information, representation or warranty has been so relied upon; and
- (c) this Contract constitutes the entire agreement of the parties for the sale and purchase of the Property and supersedes all previous contracts, agreements, understandings and negotiations in relation to the sale and purchase of the Property.

**26. Owners Corporation**

A reference to an Owners Corporation in this Contract is a reference to an Owners Corporation pursuant to the *Owners Corporation Act 2006*. This Contract must be interpreted so that it comprises with the *Owners Corporation Act 2006*. If any condition of this Contract does not comply with the *Owners Corporation Act 2006*, then the condition must be read down so as to give it as much effect as possible. If it is not possible to give the condition any effect at all or it is void under the *Owners Corporation Act 2006*, then it must be severed from the rest of this Contract.

**27. Restrictions and Conditions/Planning Permit**

- 27.1 The Purchaser buys the Property subject to any restrictions and conditions imposed on the Property by, or with the authority of, any Authority including any planning permit issued in relation to the Property ("Planning Permit").
- 27.2 The Vendor gives no warranty as to the use to which the Property may be put as described by the Planning Permit.
- 27.3 The Purchaser must satisfy itself on all matters relating to the Planning Permit and any amendments made to the terms and conditions of the Planning Permit whether by any Authority, the Victorian Civil and Administrative Tribunal or otherwise.
- 27.4 The Vendor is not required to appeal or seek judicial review of any decision of any Authority in connection with the Planning Permit.
- 27.5 The Purchaser agrees that the Vendor has the sole right to amend or vary the conditions contained in the Planning Permit.
- 27.6 If requested to do so by the Vendor or by any relevant Authority, the Purchaser shall, within seven (7) Business Days of being requested to do so, sign any consents or authorities that the Vendor may require to enable the Vendor to obtain any variation or amendment to the Planning Permit. The Purchaser irrevocably appoints the Vendor and each director of the Vendor jointly and or severally to be the attorney(s) of the Purchaser for the purposes of signing any consents, applications or Approvals required for the purpose of this Special Condition.
- 27.7 The Purchaser will not lodge any objection to or do any act or thing, or allow any person claiming through the Purchaser or acting on the Purchaser's behalf to lodge any objection to or do any act or thing, that will in any way delay, obstruct, disrupt, hinder or prevent the Vendor from obtaining the Planning Permit.

- 27.8 Should the Purchaser or any person acting on the Purchaser's behalf do any act or thing which the Vendor acting reasonably considers to be in breach of this Special Condition, the Vendor may (without prejudice to any other rights of the Vendor) give written notice of default to the Purchaser in accordance with the provisions of General Condition 27.
- 27.9 The Purchaser accepts that a breach of this Special Condition 27 by the Purchaser may result in the Vendor suffering loss or damage, which the Purchaser shall be liable to compensate the Vendor for and the Purchaser indemnifies and agrees to keep indemnified the Vendor against any Claim which the Vendor may incur as a result of such breach whether foreseeable or not. The Purchaser acknowledges that the Vendor's rights pursuant to this Special Condition are in addition to any other rights that the Vendor may have at law.

**28. Public Auction**

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

**29. Vendor Limitation of Liability**

- 29.1 If the Particulars indicate that the Vendor is selling the Property as trustee of a Trust, the Vendor enters into this Contract only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with this Contract is limited to, and can be enforced against the Vendor only to the extent to which it can be satisfied from the assets of the Trust out of which the Vendor is actually indemnified for the liability.
- 29.2 The other parties to this contract may not sue the Vendor in any capacity other than as trustee of the Trust, including to seek the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Vendor or to prove in any liquidation, administration or arrangement of or affecting the Vendor (except in relation to property of the Trust).
- 29.3 This Special Condition 29 does not apply to any obligation or liability of the Vendor to the extent that it is not satisfied because, by operation of law, there is a reduction in the extent of the Vendor's indemnification out of the assets of the Trust as a result of the Vendor's fraud, negligence or breach of trust.
- 29.4 No attorney, agent, receiver or receiver and manager appointed in accordance with this Contract has authority to act on behalf of the Vendor in a way which exposes the Vendor to any personal liability, and no act or omission of such person will be considered fraud, negligence or breach of trust of the Vendor for the purpose of clause 29.3.
- 29.5 In this clause "the Trust" means the Trust described in the Particulars of Sale.

**30. Loss**

The Purchaser agrees that the Loss the Vendor suffers or incurs as a result of a breach of warranty or other obligation under this Contract may include, but is not limited to:

- 30.1 Loss the Vendor sustains on account of:
- (a) any money borrowed, contracted for or used to fund an amount and which is secured against the Property, including interest, discount bills and other borrowing expenses; and

(b) bridging finance obtained to cover the Vendor's intended use of the Price, including interest, discount on bills and other borrowing expenses; and

30.2 legal and other costs and disbursements the Vendor sustains, calculated on a full indemnity basis, including those sustained in drawing and serving any notice given under clause 31.3 and receiving advice.

## **31. Default**

### **31.1 Time of the essence:**

Subject to clause 31.3, time is of the essence in relation to all aspects of Settlement and all the provisions of this Contract relating to the payment of money.

### **31.2 Rights on Default:**

If the Purchaser is at any time in breach of any obligation imposed on it under this Contract, or if it repudiates this Contract, then the Vendor may, in addition to any other rights or remedies it may have under this Contract or otherwise:

- (a) affirm this Contract and sue the Purchaser for breach of contract;
- (b) seek specific performance of this Contract and damages for breach of contract in addition to or in lieu of specific performance; or
- (c) subject to clause 31.3 and clause 31.4, terminate this Contract with immediate effect by giving notice in writing to the Purchaser and do any one or more of the following:
  - (i) forfeit and retain the Deposit and any interest accrued on the Deposit;
  - (ii) sue the Purchaser for damages for breach of contract;
  - (iii) without further notice to the Purchaser, re-sell the Property in such manner as the Vendor thinks fit and if the resale is made within 2 years from the date of termination, recover as liquidated damages any deficiency and any reasonable Costs arising from such resale; and
  - (iv) recover possession of the Property if possession has passed to or been granted to the Purchaser.

### **31.3 Default Notice:**

- (a) The Vendor may not exercise its rights and remedies under clause 31.2 unless it has given to the Purchaser a written notice which:
  - (i) specifies the breach complained of; and
  - (ii) requires that the breach (if capable of remedy) be remedied within the period stated in the notice, not being less than 14 days, or if a longer minimum period is required under any law that applies to this Contract then that longer minimum period.
- (b) If the Vendor gives a notice under this clause 31.3, that does not affect the Vendor's right to give a further notice under this clause 31.

### **31.4 No Default Notice for Repudiation:**

Clause 31.3 does not apply where either party repudiates this Contract.

**31.5 Insolvency:**

If the Purchaser or the Guarantor is declared Insolvent, the Purchaser is taken to have repudiated this Contract and the Vendor may accept that repudiation and terminate this Contract with immediate effect by giving notice in writing to the Purchaser.

**31.6 Right to Damages not prejudiced:**

Any right to damages, whether under this Contract or at common law or in equity, that the Vendor may have arising from the Purchaser's breach of any obligation imposed on it under this Contract, is not limited or prejudiced by the Vendor's right to terminate or the termination of this Contract under clause 31.2 or clause 31.5 or otherwise.

**31.7 Rights for past breaches to survive termination:**

If this Contract is terminated, each party retains its rights against the other in respect of any prior breach of this Contract.

**32. Vendor's Warranties and Disclosure**

**32.1 Vendor's Warranties:**

(a) The Vendor makes the following representations and warranties to the Purchaser on the Day of Sale:

(i) the Vendor:

(aa) has power to enter into this Contract and perform all its obligations under it;

(ab) has properly executed this Contract;

(ac) if the Vendor is a corporation, it is a body corporate incorporated under the laws of the place of its incorporation; and

(ad) is the legal owner of the Property;

(ii) this Contract is:

(aa) a legal, valid and binding agreement of the Vendor; and

(ab) enforceable against the Vendor in accordance with its terms;

(iii) if the Particulars indicate that the Vendor is selling the Property as trustee of a Trust, the Vendor enters into this Contract only in its capacity as trustee of the Vendor Trust and has power under the Vendor Trust to enter into this Contract and sell the Property and that in so doing it is not in breach of the provisions of the Vendor Trust;

(iv) the execution, delivery and performance by the Vendor of this Contract does not contravene the constituent documents of the Vendor; and

(v) the execution, delivery and performance by the Vendor of this Contract:

(aa) does not contravene any law by which the Vendor is bound or to which any of the assets of the Vendor are subject;

(ab) does not exceed its powers or the powers of its directors;

- (vi) in the event that the Property is sold “subject to lease”, the extent of Rent due but unpaid is as disclosed in the Disclosure Material;
- (vii) any Tenancy schedule provided in the Disclosure Material is accurate; and
- (viii) the Disclosure Material was made available by the Vendor in good faith and the Vendor is not aware of any material misrepresentation by the Disclosure Material.

**32.2 No representation or warranties unless express:**

- (a) With the exception of the representations and warranties made in clause 32.1 and without limiting any other provision of this Contract, the Vendor does not make any representations or warranties, and any representations, statements or warranties made by the Vendor are excluded to the maximum extent permitted by law.
- (b) In particular (and without limiting any other provision of this Contract), the Vendor makes no representations or warranties about:
  - (i) the condition, quality or state of repair of the Property, including any dilapidation, infestation or defect (patent or latent) which may affect the Property;
  - (ii) the use and purposes for which the Property can be put;
  - (iii) the suitability or fitness of the Property for any purpose;
  - (iv) whether the Property complies with any Laws and requirements of any Authority affecting the Property (including any use) and any non-compliance;
  - (v) the existence or otherwise of any requirements of any Authority in connection with the Property;
  - (vi) the benefits and obligations relating to the Property, including under each Tenancy;
  - (vii) the financial return or income to be derived at any time from the Property and expenses that may be incurred in connection with the Property;
  - (viii) the means or adequacy of access to the Property;
  - (ix) the zoning of the Land;
  - (x) the description or area or measurements of the Land;
  - (xi) any Encroachments;
  - (xii) compliance with any Environmental Law;
  - (xiii) the existence on, from or under the Property, of any waste, pollution or emissions within the scope of the *Environment Protection Act 1970* (Vic);

- (xiv) whether there are any notices or orders by any Authority, including a notice or order requiring work to be done or money spent in connection with the Property;
- (xv) the existence of any claim affecting the Property under the *Native Title Act 1993* (Cth), the *Land Titles Validation Act 1994* (Vic) or any other native title law;
- (xvi) the existence of easements or other rights in respect of a service for the Property (including air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water) which is a joint service or which passes through another property, or any service for another property which passes through the Property;
- (xvii) the presence of asbestos or hazardous substances or contamination in, on or under the Property or which affects the Property in any way;
- (xviii) the condition, existence (or non-existence) or availability of Services;
- (xix) the roof or surface water drainage from the Property being connected to a sewerage service;
- (xx) the existence of, or the contents of, any certificate from an Authority in connection with the Property;
- (xxi) any fixtures or their ownership;
- (xxii) the existence of any Approval or order, or application for an Approval or order, under any law and any non-compliance with any Approval or order;
- (xxiii) the Purchaser's entitlement (if any) to claim income tax deductions in connection with those items included in the sale which are depreciating assets (as that term is defined in section 40-30 of the Tax Act), or in connection with the cost of capital works which form part of the Property;
- (xxiv) whether the Property is prone to flood, fire or natural disaster;
- (xxv) if the title to the Land is leasehold, the terms and conditions of the relevant lease and any non-compliance with those terms and conditions;
- (xxvi) whether the Property is listed on any heritage register;
- (xxvii) any party wall;
- xxviii) the ownership or location of any fuel storage tank or facility;
- (xix) any manhole or vent on the Property;
- (xx) any agreement relating to the supply of electricity to the Property; or
- (xxi) any thing in connection with the Property which is disclosed in this contract or the Disclosure Material.

### **33. Purchaser Warranties and Acknowledgements**

#### **33.1 Purchaser's Warranties:**

The Purchaser makes the following representations and warranties to the Vendor on the Day of Sale and again at Settlement:

- (a) the Purchaser:
  - (i) has the power to enter into this Contract and perform all its obligations under it;
  - (ii) has properly executed this Contract;
  - (iii) if the Purchaser is a corporation, it is a body corporate incorporated under the laws of the place of its incorporation; and
  - (iv) has the power to acquire the Property;
- (b) this Contract is:
  - (i) a legal, valid and binding agreement of the Purchaser; and
  - (ii) enforceable against the Purchaser in accordance with its terms;
- (c) the execution, delivery and performance by the Purchaser of this Contract does not contravene the constituent documents of the Purchaser;
- (d) the execution, delivery and performance by the Purchaser of this Contract:
  - (i) does not contravene any law by which the Purchaser is bound or to which any of the assets of the Purchaser are subject;
  - (ii) does not cause a limitation on its powers or the powers of its directors to be exceeded; and
  - (iii) does not constitute default under any agreement or undertaking by which the Purchaser is bound or a material breach of any obligation (including any statutory, contractual or fiduciary obligation); and
- (e) neither the Purchaser nor the Guarantor are Insolvent.

#### **33.2 Purchaser is Trustee:**

If the Particulars of Sale disclose and describe the Purchaser Trust, the Purchaser discloses to the Vendor that it enters into this Contract in its capacity as trustee of the Purchaser Trust.

#### **33.3 Trustee representations and warranties:**

If Clause 33.2 applies, the Purchaser, in its personal capacity, represents and warrants to the Vendor on the Day of Sale and again at Settlement that:

- (a) it is the only trustee of the Purchaser Trust and no action has been taken or is proposed to remove it as trustee of the Purchaser Trust;
- (b) it has the power under the terms of the Purchaser Trust to enter into and comply with its obligations under this Contract including the power to purchase the Property;
- (c) it has carefully considered the purpose of this Contract and considers that entry into this contract is for the benefit of the beneficiaries of the Purchaser Trust,

whose consents (if necessary) have been obtained, and that the terms of this Contract are fair and reasonable;

- (d) it has a right to be fully indemnified out of the Purchaser Trust assets in respect of obligations incurred by it under this Contract, and the assets of the Purchaser Trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the Purchaser has a right to be indemnified out of the Purchaser Trust assets;
- (e) it is not in default under the terms of the Purchaser Trust; and
- (f) no action has been taken or is proposed to terminate the Purchaser Trust.

**33.4 Restrictions:**

Until all obligations under this contract are discharged, the Purchaser must not, without the consent of the Vendor, do anything which could restrict the Purchaser's right of indemnity from the Purchaser Trust assets in respect of obligations incurred under this contract.

~~**33.5 No offer of finance:**~~

~~The Purchaser warrants that it has not received any promise from the Vendor or the Vendor's Agent (or any other person acting on behalf of the Vendor) in relation to obtaining a loan for the purchase of the Property.~~

**33.6 Section 32 Statement:**

The Purchaser acknowledges that before paying any money or signing any document in relation to the sale and purchase contemplated by this contract, the Purchaser received, read, understood and accepted the contents of the Section 32 Statement signed by the Vendor and given to the Purchaser.

**33.7 No abstract or requisitions:**

- (a) The Purchaser is not entitled to an abstract of title.
- (b) The Purchaser may not issue any objection to, or requisitions on, the title to the Property and waives any right it may have to do so.

**33.8 "As is" basis of sale:**

The Purchaser accepts the Property in its present condition and state of repair and otherwise on an "as is, where is" basis.

**33.9 Independent due diligence enquiries:**

The Purchaser acknowledges and agrees that:

- (a) it has not been induced to enter into this contract by, and does not rely on any written or oral representations, warranties, undertakings, covenants, agreements or information provided or statements about any matter which affects the Property made by or on behalf of, the Vendor or any of the Vendor's Associates;
- (b) it has been given the opportunity to inspect and view the Disclosure Material and each Service Agreement, Tenancy Document, Bank Guarantee, Guarantee and any other security provided in respect of the obligations of a Tenant under a Tenancy, and undertake a full due diligence on the Property, and it has satisfied itself in connection with the matters arising from its due diligence;

- (c) it is satisfied that the description or particulars of the Land and title are correct;
- (d) neither the Vendor nor any of the Vendor's Associates, warrant the accuracy, currency, reliability or completeness of any of the Disclosure Material;
- (e) neither the Vendor, nor any of the Vendor's Associates, assume liability for any material contained in the Disclosure Material;
- (f) it has satisfied itself as to the correctness of the information in the Disclosure Material by independent investigations and it has not relied on any material contained in the Disclosure Material as a statement or representation of fact or as to any further matter;
- (g) when entering into this Contract the Purchaser relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the Vendor or any of the Vendor's Associates:
  - (i) the investigations relating to the Property made by or on behalf of the Purchaser, including any dilapidation, infestation or defect (patent or latent) which may affect the Property;
  - (ii) the skill and judgment of the Purchaser, its consultants and representatives; and
  - (iii) the opinions or advice obtained by the Purchaser independently of the Vendor or any of the Vendor's Associates; and
- (h) the Purchaser has made its own independent investigations or assessments about, and has relied upon the Purchaser's own judgment in respect of those investigations or assessments about all matters relevant to the Purchaser's assessment of the acquisition of the Property, including each of the matters referred to, disclosed or described in clause 34.2.

**33.10 No claim or right**

Without limiting any clause in this Contract preventing the Purchaser from making a Claim, requisition or objection, the Purchaser may not make a Claim (including a claim for damages or compensation), requisition or objection, deduct or retain any amount, delay Settlement, or rescind or terminate this Contract:

- (a) because of anything referred to, disclosed or described in clause 33.2;
- (b) because of anything which arises directly or indirectly from or relates to the condition of the Property on or before Settlement;
- (c) because of anything in connection with any matter referred to in clause 9.1 or because:
  - (i) any Tenancy is not legally binding;
  - (ii) any Tenancy is not in existence at Settlement;
  - (iii) any Tenant is in breach of its obligations at Settlement or is Insolvent;
  - (iv) any Tenant is not in possession or occupation of the premises the subject of its Tenancy at Settlement; or
  - (v) because of anything in connection with any subtenancies;
- (d) because of anything in connection with the securities provided in respect of a Tenant's obligations under a Tenancy, including if the security:

- (i) is, or may be, void, unenforceable or illegal; or
  - (ii) is, or may be, avoided or terminated;
- (e) because of anything in connection with a Bank Guarantee, including if a Bank Guarantee:
- (i) is, or may be, void, unenforceable or illegal;
  - (ii) is, or may be, avoided or terminated; or
  - (iii) is not redrawn by the issuer in favour of the Purchaser.

**34. Foreign Resident Capital Gains Withholding**

34.1 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.

34.2 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 Settlement Date.

34.3 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 \$2 million 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)*.

34.4 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.

34.5 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.

35.6 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 practically 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.

34.7 The representative is taken to have complied with the obligations in clause 34.6 of this special condition 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.

34.8 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 five (5) Business Days before the Settlement Date.

34.9 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 five (5) Business Days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.

34.10 The Purchaser is responsible for any penalties payable to the Commissioner on account of late payment of the Amount.

### **35. Australian Consumer Law**

35.1 To the extent permitted by Law, the Vendor and the Purchaser agree that this Contract is not a standard form contract within the meaning of the Australian Consumer Law.

35.2 The Purchaser acknowledges and agrees that:

- (a) prior to signing this Contract, the Purchaser has:
  - (i) obtained or has been given the opportunity to obtain independent advice considered relevant to the Purchaser; and
  - (ii) negotiated, or has had the opportunity to negotiate, the terms of this Contract; and
- (b) the rights given to the Vendor under this Contract are reasonably necessary to protect the legitimate interests of the Vendor.

### **36. General**

#### **36.1 Variations**

A variation of any term of this Contract is not effective unless it is in writing and signed by the parties.

#### **36.2 Application of law to inconsistent provisions**

The rights, duties and remedies granted or imposed under the provisions of this Contract operate to the extent not excluded by law.

**36.3 Currency**

All payments to be made to the Vendor under this Contract must be made in Australian currency to the Vendor or to such other party as the Vendor may from time to time direct at such place in the City of Melbourne or adjoining suburbs as the Vendor may from time to time direct.

**36.4 Applicable Law**

This Contract is governed by the laws of the State of Victoria. Each of the parties hereby irrevocably submits to the jurisdiction of the Courts of the State of Victoria.

**36.5 Statutory Powers**

- (a) The powers of the Vendor under this Contract are in addition to the powers the Vendor has under applicable law.
- (b) To the extent not prohibited by law, before enforcing this Contract, or exercising any right, power, authority, discretion or remedy, the Vendor is not required to give any notice or allow the expiration of any time to any person.

**36.6 No waiver**

No waiver by one party of a breach by the other party of any covenant, obligation or provision of this Contract contained or implied will operate as a waiver of another or continuing breach by the other party of the same or of any other covenant, obligation or provision of this Contract contained or implied.

**36.7 Parties to give full effect to Contract**

Each party must and must procure its servants and agents to sign, execute and deliver all documents instruments and writing and must do and must procure to be done all other acts, matters and things as may be necessary or desirable to give full effect to this Contract.

**36.8 Ongoing application**

As to any provision of this Contract remaining to be performed or capable of having effect after Settlement will remain in full force and effect.

**36.9 Severance**

If any part of this Contract becomes void or unenforceable or is illegal then that part shall be severed from this Contract to the intent that all parts which are not void, unenforceable or illegal shall remain in full force and effect and be unaffected by the severance.

**36.10 No assignment**

The Purchaser must not assign, transfer, encumber or in any other way deal with or dispose of any interest in this Contract or, prior to settlement, the Property except with the prior written consent of the Vendor. The Vendor is not required to give consent or to justify why any consent has been withheld.

## **Schedule 1**

### **Specified Encumbrances**

1. **All registered and unregistered covenants, charges and easements burdening the Land at the Day of Sale;**
2. **Any Tenancies and any subtenancies;**
3. **The reservation, exceptions and conditions (if any) contained in the Crown grants.**

# Annexure 1

## Guarantee and Indemnity

**Deed dated**

**Between**

The Vendor;

and

The Guarantor.

### **Introduction**

- A. At the request of the Guarantor, the Vendor has agreed to enter into the Contract.
- B. Each Guarantor guarantees the Purchaser's obligations under the Contract and indemnifies the Vendor on the terms stated in this Deed.

**It is agreed**

### **1 Definitions**

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Capitalised words in this guarantee and indemnity that appear in the reference schedule have the meaning given to them in the reference schedule.

### **2 Consideration and guarantee**

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In consideration of the Vendor having agreed, at the request of the Guarantor, to sell the land described in the annexed contract ("**Contract**") to the Purchaser, the Guarantor guarantees to the Vendor:

- (a) the due and punctual payment by the Purchaser of all moneys that are or may become payable pursuant to the Contract ("**Secured Moneys**"). If the Purchaser fails to pay the Vendor as and when due the Secured Moneys the Guarantor will immediately on demand pay them to the Vendor; and
- (b) the due performance and observance by the Purchaser of the covenants conditions and obligations contained or implied in the Contract and on the part of the Purchaser to be performed and observed ("**Purchaser's Obligations**"). If the Purchaser fails to carry out or perform any of the Purchaser's Obligations the Guarantor will immediately on demand carry out and perform them.

### **3 Contract**

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The Guarantor acknowledges and declares that the Guarantor has read and understands the Contract and has access to a copy of the Contract.

#### **4 Joint and several liability**

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The Guarantor is deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for the Purchaser) for the payment of the Secured Moneys and performance of the Purchaser's Obligations. It will not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the Secured Moneys or to carry out and perform the Purchaser's Obligations.

#### **5 Continuing security**

---

This guarantee and indemnity is a continuing security and will not be released by any neglect or forbearance on the part of the Vendor in enforcing the Contract or by any extension of time or other indulgence given to the Purchaser in respect of the Contract.

#### **6 No merger**

---

This guarantee and indemnity is in addition to and not in substitution for any other guarantee or other security given in favour of the Vendor and will not merge with or be affected by any other guarantee or other security now or in the future given or held in favour of the Vendor in respect of the Contract or the property sold by the Contract.

#### **7 No obligation to provide notice**

---

Nothing in this guarantee and indemnity imposes an obligation on the Vendor to give notice to the Guarantor of any default by the Purchaser under the Contract or to include in any demand made under the guarantee and indemnity particulars of the Vendor's default resulting in that demand.

#### **8 Indemnity**

---

The Guarantor indemnifies the Vendor against all loss, damage, claims, expenses and costs on a full indemnity basis howsoever arising out of the default of the Purchaser in payment of the Secured Moneys or the performance of the Purchaser's Obligations including where a liquidator or trustee in bankruptcy disclaims the Contract or this guarantee and indemnity. This indemnity is in addition to and separate from the guarantee provided in Clause 2 and is a principal obligation and independent of the Purchaser's Obligations to the Vendor.

#### **9 Matters not affecting Guarantor's liability**

---

The Guarantor liability under this guarantee and indemnity is not affected by:

- (a) the granting of time, forbearance or other concession by the Vendor to the Purchaser or any Guarantor;
- (b) any delay or failure by the Vendor to take action against the Purchaser or any Guarantor;
- (c) an absolute or partial release of the Purchaser or any Guarantor or a compromise with the Purchaser or any Guarantor;

- (d) a variation, novation, renewal or assignment of the Contract by the Vendor, whether or not this increases the liability of the Purchaser or the liability of the Guarantor under this guarantee and indemnity;
- (e) the termination of the Contract;
- (f) the fact that this guarantee and indemnity or the Contract is wholly or partially void, voidable or unenforceable;
- (g) the non-execution of this guarantee and indemnity by the Vendor or any Guarantor or the unenforceability of the guarantee or indemnity against any Guarantor;
- (h) the exercise or purported exercise by the Vendor of its rights under this guarantee and indemnity or the Contract;
- (i) a problem that means:
  - (i) the Vendor has no legal right to recover any money from the Purchaser;
  - (ii) the Purchaser does not owe any money that otherwise would be payable under Contract;
  - (iii) the Vendor knew of the problem, or should have known; or
  - (iv) the Purchaser could never have been required to pay the Vendor the Secured Moneys; or
- (j) the nomination by the Purchaser of a nominee or substitute purchaser under the Contract.

## **10 Assignment**

---

If the Vendor assigns its rights under this guarantee and indemnity, the benefit of the guarantee and indemnity extends to the assignee and continues concurrently for the benefit of the Vendor regardless of the assignment unless the Vendor releases the Guarantor in writing.

## **11 Payment later avoided**

---

The Guarantor's liability is not discharged by a payment to the Vendor, which is later avoided by law. If that happens, the Vendor, the Purchaser and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.

## **12 Guarantor not to prove in liquidation or bankruptcy**

---

Until the Vendor has received all money payable to it by the Purchaser:

- (a) the Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors of the Purchaser; and
- (b) the Guarantor must hold any claim it has and any dividend it receives on trust for the Vendor.

### **13 Guarantor not to claim benefits or enforce rights**

---

Until the Guarantor's liability under this guarantee and indemnity is discharged the Guarantor may not, without the consent of the Vendor:

- (a) claim the benefit or seek the transfer (in whole or in part) of any other guarantee, indemnity or security held or taken by the Vendor;
- (b) make a claim or enforce a right against the Purchaser or any other guarantor or against the estate or any of the property of any of them (except for the benefit of the Vendor); or
- (c) raise a set-off or counterclaim available to it or the Purchaser against the Vendor in reduction of its liability under this guarantee and indemnity.

### **14 Costs and expenses**

---

The Guarantor agrees to pay or reimburse the Vendor on demand for:

- (a) its costs, charges and expenses of making, enforcing and doing anything in connection with this guarantee and indemnity, including all costs actually payable by the Vendor to its legal representatives (whether under a costs agreement or otherwise); and
- (b) all taxes (except income tax) which are payable in connection with this guarantee and indemnity or any payment, receipt or other transaction contemplated by it.

### **15 Joint and several**

---

When this guarantee and indemnity is executed or intended to be executed by two or more persons:

- (a) each of those persons is not released from liability if this guarantee and indemnity ceases to bind any one or more of them as a continuing security;
- (b) if one or more persons has not signed this guarantee and indemnity, the other person or persons having executed the guarantee and indemnity will not be released from liability but will be bound by it as a continuing security;
- (c) a demand or notice given under this guarantee and indemnity if given to any one or more of those persons is deemed to have been given to all of them; and
- (d) the expression "the Guarantor" includes all of those person jointly and each of them severally.

## **SCHEDULE**

**Vendor:**  
**ZHONG QUAN YANG**

**Purchaser:**

**Guarantor:**

**Property:**  
**12 STEPHEN STREET SEAFORD VIC 3198, being Lot 3 on Plan of Subdivision 091163,**  
**being the Land more particularly described in certificate of title VOLUME 08891 FOLIO 607;**

**Purchase Price:**

**Executed by the Guarantor as a deed on**

**SIGNED SEALED AND DELIVERED** )

by )

in the presence of: )

\_\_\_\_\_

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Name of Witness in block letters**

\_\_\_\_\_  
**Address of Witness**

**SIGNED SEALED AND DELIVERED** )

by )

in the presence of: )

\_\_\_\_\_

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Name of Witness in block letters**

\_\_\_\_\_  
**Address of Witness**

## **Annexure 2 Tenancy Documents**

As attached otherwise NIL.

## **Annexure 3 Security Documents for Tenancies**

As attached otherwise NIL.

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**VENDOR Statement**  
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

**Instructions for completing this document**

Words in italics are generally for instruction or information only.

When marked “+” below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorised in writing must be added in the Vendor or Purchaser’s name or signature box. A corporation’s ACN or ABN should also be included.

Delete as appropriate wherever an asterisk (\*) appears. “Nil” may be written if appropriate. Additional information may be added to section 13 where there is insufficient space.

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

This statement must be signed by the Vendor and given to the Purchaser before the Purchaser signs the Contract. The Vendor may sign by electronic signature.

The Purchaser acknowledges being given this statement signed by the Vendor with the attached documents before the Purchaser signed any Contract.

<b>Land</b>	<b>12 STEPHEN STREET SEAFORD VIC 3198</b>	
<b>Vendor’s name</b>	<b>ZHONG QUAN YANG</b>	<b>Date</b>
<b>Vendor’s signature</b>		
<b>Vendor’s name</b>		<b>Date</b>
<b>Vendor’s signature</b>		
<b>Purchaser’s name</b>		<b>Date</b>
<b>Purchaser’s signature</b>		
<b>Purchaser’s name</b>		<b>Date</b>
<b>Purchaser’s signature</b>		

---

## 1. FINANCIAL MATTERS

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

(a)  \*Their total does not exceed: \$4,000.00 (not including land tax)  
(Note: this amount is only an estimate as at the date of this Vendors Statement).  
OR

(b)  \*Are contained in the attached certificate/s  
OR

(c)  \*Their amounts are:

Authority	Amount	Interest (if any)
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(d)  There are NO amounts for which the Purchaser may become liable as a consequence of the sale of which the Vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described below:

The amounts for which the Purchaser may become liable in consequence of the purchase of the Property are the usual adjustment of rates and outgoings as between Vendor and Purchaser, including land tax. The Purchaser may incur land tax liability depending on the ownership of the Property by the Purchaser.

---

### 1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act including the amount owing under the Charge:

Nil, to the best of the knowledge of the Vendor.

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Other particulars (including dates and times of payments):

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Nil, to the best of the knowledge of the Vendor.

---

### 1.3 Terms Contract

This section 1.3 only applies if this Vendor Statement is in respect of a terms contract where the Purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the Vendor after the execution of the Contract and before the Purchaser is entitled to a conveyance or transfer of the Land.

Attached is an "Additional Vendors Statement".

---

### 1.4 Sale Subject to Mortgage

This section 1.4 only applies if this Vendor Statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the Purchaser becomes entitled to possession or receipts of rents and profits.

Attached is an "Additional Vendors Statement".

---

## **2 Insurance**

---

### **2.1 Damage and Destruction**

This section 2.1 only applies if this Vendor Statement is in respect of a contract which does NOT provide for the Land to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or receipts of rents and profits.

- (a)  Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the Land

OR

- (b)  Particulars of any such policy of insurance in respect of any damage to or destruction of the Land are as follows:

Name of insurance company:

Type of Policy:

Policy no:

Expiry date:

Amount insured:

---

### **2.2 Owner-Builder**

This section 2.2 only applies where there is a residence on the Land that was constructed by an owner-builder within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence.

- (a)  Attached is a copy or extract of any policy of insurance required under the *Building Act* 1993

OR

- (b)  Particulars of any required insurance under the *Building Act* 1993 are as follows:

Name of insurance company:

Policy no:

Expiry date:

*Note: There may be additional legislative obligations in respect of the sale of the Land on which there is a building or on which building work has been carried out.*

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## **3 LAND USE**

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### **3.1 Easements, Covenants or Other Similar Restrictions**

- (a) A description of any easement, covenant or other similar restriction affecting the Land (whether registered or unregistered):

Is in the attached copies of title documents.

OR

Is as follows:

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

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*Other than as set out in the attached Title Documents, there are none to the Vendor's knowledge.*

---

**3.2 Road Access**

There is NO access to the Property by road if the square box below is marked with a "☑"

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**3.3 Designated Bushfire Prone Area**

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box below is marked with a "☑"

---

**3.4 Planning Scheme**

Attached is a certificate with the required specified information.

OR

The required specified information is as follows:

(a) Name of Planning Scheme:  
\_\_\_\_\_ Planning Scheme.

(b) Name of Responsible Authority:  
\_\_\_\_\_ Council.

(c) Zoning of the Land:  
\_\_\_\_\_ Zone.

(d) Name of Planning Overlay:  
Refer to the attached Planning Property Report.

---

**4 NOTICES**

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

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the Land, being a notice, order, declaration, report, recommendation or approved proposal of which the Vendor might reasonably be expected to have knowledge.

Are contained in the attached certificates and/or statements.

OR

Are as follows:

There are none, to the best of the knowledge of the Vendor other than the usual rate and outgoing notices and other than that as may be contained in the planning instruments referred to in Section 3.4. The Vendor has no means of knowing all decisions of public authorities and government departments affecting the Property unless communicated to the Vendor.

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**4.2 Agricultural Chemicals**

There are NO notices, property management plans, reports or orders in respect of the Land issued by a government department or public authority in relation to

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livestock disease or contamination by agricultural chemicals affecting the ongoing use of the Land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

There are none to the Vendor's knowledge.

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#### 4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

---

### 5 BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the Land).

Are contained in the attached certificate.

OR

Are as follows:

There are none to the Vendor's knowledge.

---

### 6 OWNERS CORPORATION

This section 6 only applies if the Land is affected by an owners corporation within the meaning of the *Owners Corporation Act 2006*.

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act 2006*.

OR

6.2 Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owners Corporation Act 2006* and the copy documents specified in section 151(4)(b)(i) and (ii) of the *Owners Corporation Act 2006*.

OR

6.3 The owners corporation is an inactive owners corporation.

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### 7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*

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#### 7.1 Work-in-Kind Agreement

This section 7.1 only applies if the Land is subject to a work-in-kind agreement.

(a) The Land is NOT to be transferred under the agreement unless the square box is marked with a "☑".

(b) The Land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with a "☑".

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- 
- (c) The Land is NOT land in respect of which a GAIC is imposed unless the square box is marked with a “”.
- 

## 7.2 GAIC Recording

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This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with a “” indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GIAC
- (b) Any certificate of deferral of the liability to pay the whole or part of a GIAC
- (c) Any certificate of exemption from liability to pay a GAIC
- (d) Any certificate of staged payment approval
- (e) Any certificate of no GAIC liability
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) A GAIC certificate issued under Part 9B of the *Planning and Environment Act* 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above

---

## 8 SERVICES

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The services which are marked with a “” in the accompanying square box are NOT connected to the Land:

- Electricity supply
- Gas supply
- Water supply
- Sewerage
- Telephone Services

---

## 9 TITLE

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9.1 Attached are copies of the following documents:

- 9.1 (a) Registered Title

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

OR

- (b) General Law Title

The last conveyance in the chain of title or other document which gives evidence of the Vendor’s title to the Land.

- 9.2 Evidence of the Vendor’s right or power to sell (where the Vendor is not the registered proprietor or the owner in fee simple).

- 9.3 Attached are copies of the following further documents concerning title:

- (a)
-

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## **10 SUBDIVISION**

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### **10.1 Unregistered Subdivision**

This section 10.1 only applies if the Land is subject to a subdivision which is not registered.

- (a) Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan of subdivision is not yet registered.  
OR
- (b) Attached is a copy of the latest version of the plan of subdivision has not yet been certified.

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### **10.2 Staged Subdivision**

This section 10.2 only applies if the Land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

- (a) Attached is a copy of the plan for the first stage if the Land is in the second or a subsequent stage.
- (b) The requirement in a statement of compliance relating to the stage in which the Land is included that have not been complied with are as follows:
- (c) The proposals relating to subsequent stages that are known to the Vendor are as follows:
- (d) The contents of any permit under the *Planning and Environment Act 1987* authorising the stages subdivision are:

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### **10.3 Further Plan of Subdivision**

This section 10.3 only applies if the Land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

- (a) Attached is a copy of the plan of subdivision which has been certified by the relevant municipal council (if the later plan has not been registered).  
OR
- (b) Attached is a copy of the latest version of the plan of subdivision (if the later plan has not yet been certified).

---

## **11 DISCLOSURE OF ENERGY INFORMATION**

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Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined in the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities
-

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including any support facilities; and

(b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Are contained in the attached building energy efficiency certificate.

OR

Are as follows:

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## **12 DUE DILIGENCE CHECKLIST**

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The Due Diligence Checklist is:

Attached

Not attached

---

## **13 ATTACHMENTS**

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**SECTION 27 STATEMENT**  
**VENDORS DEPOSIT STATEMENT TO THE PURCHASER**  
**PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962**

VENDOR:           ZHONG QUAN YANG  
PROPERTY:        12 STEPHEN STREET SEAFORD VIC 3198

1. The Property is subject to Mortgage(s), particulars of which are as follows:

(a) Mortgagee(s): .....Bank at address  
of.....

(b) Amount secured \$.....by the Mortgage. Instalments \$.....  
per.....

Amount required to discharge the Mortgage \$..... This amount includes outstanding  
rates, taxes or  
charges due to any statutory body or other charge for Money's owing.

(c) Rate of interest payable .....% p.a. Default rate.....% p.a.

(d) Due date of repayment of Mortgage(s): ...../...../ 20  
Unless the mortgage demands early repayment upon breach of its conditions

(e) The Mortgage **does \*does not** provide for further advances \*as follows:  
.....

(f) The Vendor is not in default under the Mortgage.

(g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under  
the Mortgage.

2. There is no Caveat lodged against the title to the Property under the *Transfer of Land Act, 1958*.

Date of Vendor's Statement:

Signature of Vendor(s):  
.....

**ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT**

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

Date of Receipt:

Signature of Purchaser(s):  
.....

**RELEASE OF THE DEPOSIT BY THE PURCHASER(S)**

1. The Purchaser HEREBY ACKNOWLEDGES that:

- 1.1) The particulars provided by the Vendors in this Statement are accurate.
- 1.2) The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
- 1.3) The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

Date of Purchaser's Release:

Signature of Purchaser(s):  
.....

# 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](http://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 (Title Search) Transfer of Land Act 1958**

VOLUME 08891 FOLIO 607

Security no : 124073641606E  
Produced 28/08/2018 10:15 am

**LAND DESCRIPTION**

Lot 3 on Plan of Subdivision 091163.  
PARENT TITLE Volume 05449 Folio 639  
Created by instrument LP091163 17/08/1971

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
ZHONG QUAN YANG of 1/27 WILSON STREET HIGHETT VIC 3190  
AB243107U 29/04/2002

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AJ971397A 16/10/2012  
WESTPAC BANKING CORPORATION

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

**DIAGRAM LOCATION**

SEE LP091163 FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 12 STEPHEN STREET SEAFORD VIC 3198

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 23/10/2016

DOCUMENT END

Where a charge is allocated for a Land Index search, there is no delivery of any type of certificate or document.  
It is listed as a certificate for charging purposes only.



# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Land Use Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>LP091163</b>
Number of Pages (excluding this cover sheet)	<b>1</b>
Document Assembled	<b>28/08/2018 10:17</b>

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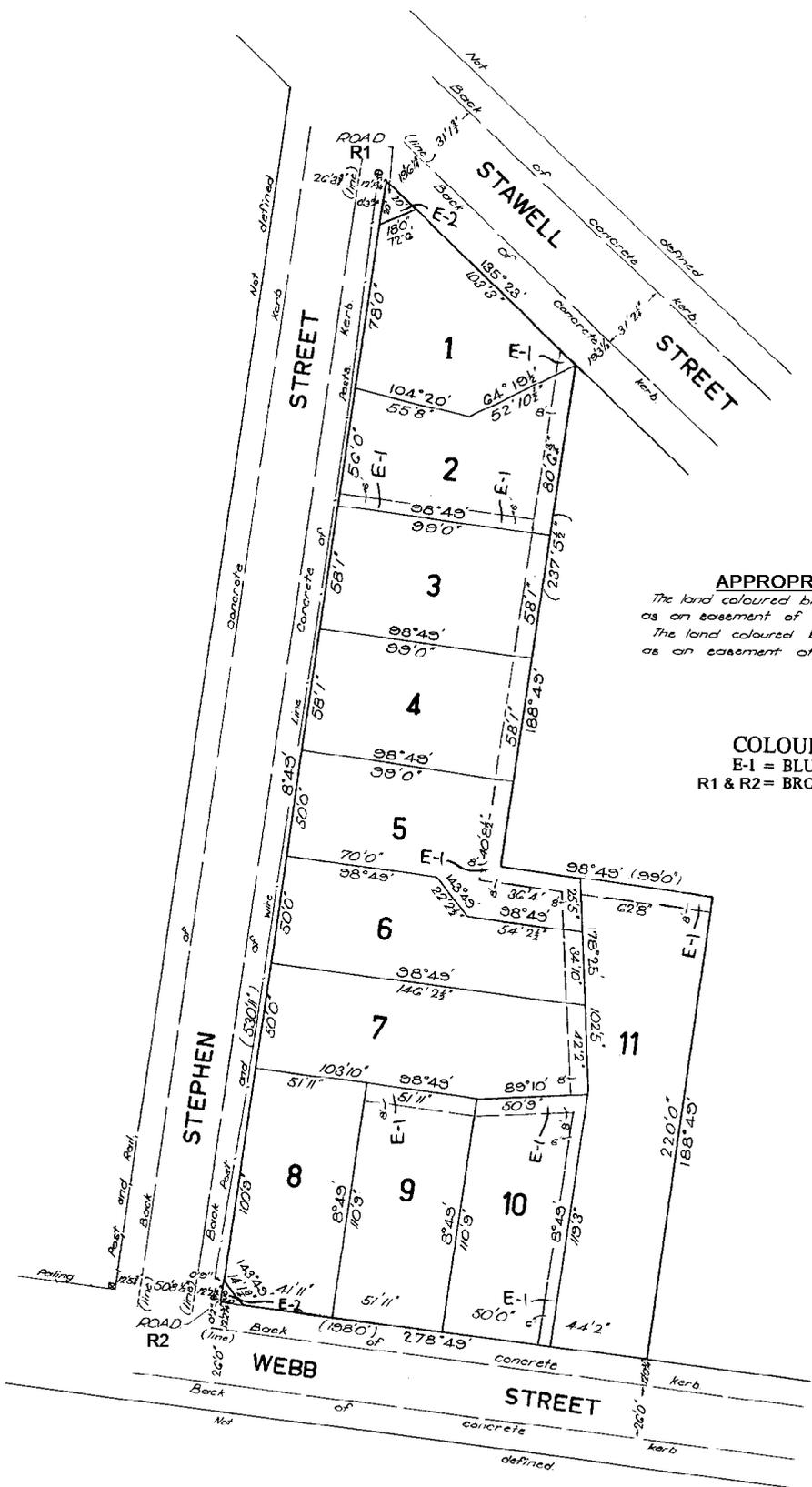
The document is invalid if this cover sheet is removed or altered.

LP91163  
EDITION 1  
APPROVED 19/7/71

PLAN OF SUBDIVISION  
PART OF CROWN ALLOTMENT 45  
PARISH OF FRANKSTON  
COUNTY OF MORNINGTON

Measurements are in Feet & Inches  
Conversion Factor  
FEET X 0.3048 = METRES  
VOL. 5449 FOL. 639  
VOL. 5927 FOL. 306

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.  
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.



**APPROPRIATIONS**  
The land coloured blue is set aside and appropriated as an easement of drainage and sewerage.  
The land coloured brown is set aside and appropriated as an easement of way and drainage.

**COLOUR CONVERSION**  
E-1 = BLUE  
R1 & R2 = BROWN

# Rate and Valuation Notice 2018-2019

(Replacement)



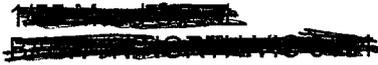
Tax Invoice

ABN 49 454 768 065

Rates and charges for the period  
1 July 2018 to 30 June 2019



Zhong Quan Yang



Notice date: 30/07/2018

Frankston City Council

PO Box 490

FRANKSTON VIC 3199

Phone: 1300 322 322

info@frankston.vic.gov.au

frankston.vic.gov.au



030  
1003942  
R1\_16905

Ward: North-West

Assessment No./Reference No. 0007644 6

Property details	Date of valuation:
12 Stephen Street, Seaford 3198 Lot 3 LP 91163	1/01/2018
<b>Australian Valuation Property Classification Code:</b> 110 : Detached Dwelling	*Capital Improved Value (CIV): \$570,000 Site Value (SV): \$460,000 Net Annual Value (NAV): \$28,500 Valuation Effective Date: 1/07/2018 <small>*Capital Improved Value includes land and any improvements</small>

Financial details	Declared on:
General Rate Municipal Charge Garbage Charge 80L @ \$281.60 Green Waste @ \$138.55	12 June 2018
0.002165 cents in \$ on \$570,000	\$1,234.05
	\$159.10
	\$281.60
	\$138.55

Victorian Government charges	
Fire Services Category - Residential	\$109.00 + (0.000058 x \$570,000)
Garbage Charges include the State Government Imposed Landfill Levy	\$142.05

For email notices: frankston.enotices.com.au  
Reference No: FFE1CFC53Q

This notice does not include payments received after 24/07/2018  
Interest is charged at 10% per annum on all overdue payments - interest rate is set by the Attorney-General of Victoria

ARREARS (if any)	1st INSTALMENT	2nd INSTALMENT	3rd INSTALMENT	4th INSTALMENT	TOTAL DUE
	\$491.35	\$488.00	\$488.00	\$488.00	\$1,955.35
Due immediately	Due 30/09/18	Due 30/11/18	Due 28/02/19	Due 31/05/19	
OR BY SEPARATE APPLICATION NINE DIRECT DEBIT PAYMENTS	30/09/18 \$219.35 31/10/18 \$217.00 30/11/18 \$217.00	31/12/18 \$217.00 31/01/19 \$217.00 28/02/19 \$217.00	\$217.00 \$217.00 \$217.00	31/03/19 \$217.00 30/04/19 \$217.00 31/05/19 \$217.00	\$217.00 \$217.00 \$217.00

## How to pay



**Online**  
Using a Visa, Mastercard or debit card via Council's website.

Visit: frankston.vic.gov.au



**BPAY**  
Contact your participating financial institution to pay from your cheque, savings or credit card account.

Visit: bpay.com.au



**By Phone or Post Billpay**  
Using a Visa, Mastercard or debit card.  
By Phone: 1300 721 138  
Ref: See above

OR



**Direct Debit**  
By application to Council only, at least 10 working days prior to instalment date

Visit: frankston.vic.gov.au



**By Mail**  
Attach cheque or money order to this portion of your notice and post to:

Frankston City Council  
PO Box 490  
Frankston 3199



**In Person**  
By cash, cheque, money order, EFTPOS or Credit Card (Visa or Mastercard).  
Present this notice with payment at any Council Customer Service Centre.

