

**JAMES ARTHUR HANSON**

and

**HELEN MAY HANSON**

to

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

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**Property:**

**557 Ulupna Bridge Road, Ulupna Victoria 3641**

**Septimus Jones & Lee**

Solicitors

Level 5, 99 William Street

MELBOURNE VIC 3000

DX 186 MELBOURNE

Tel: 9613 6555

Fax: 9613 6500

Ref: TJS:ABW:318761-4

**CONTRACT OF SALE OF REAL ESTATE****Property Address: 557 Ulupna Bridge Road, Ulupna Victoria 3641**

Part 1 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*  
(October 2014)

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

The terms of this contract are contained in the:

- particulars of sale; and
  - special conditions, if any; and
  - general conditions
- in that order of priority.

**IMPORTANT NOTICE TO PURCHASERS****COOLING-OFF PERIOD****Section 31, Sale of Land Act 1962**

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

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

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

**EXCEPTIONS**

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

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

**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 / / 2017

Print name of  
person signing:

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

Print name of  
person signing:

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

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

**SIGNED BY THE VENDOR**

on / / 2017

James Arthur Hanson

Helen May Hanson

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

**NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"**

**OFF-THE-PLAN SALES**

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

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

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

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

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

Name: Doubleday Real Estate  
Address: 22 Normanby Road, Kew Vic 3101  
Email: admin@doubledayrealestate.com.au  
Phone: \_\_\_\_\_ Mob: 0418 523 828 Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

### VENDOR

Name: JAMES ARTHUR HANSON and HELEN MAY HANSON  
Address: 29 Cornish Road, Riddells Creek VIC 3431  
Email: \_\_\_\_\_

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Septimus Jones & Lee  
Address: Level 5, 99 William Street, Melbourne 3000  
DX: DX 186 Melbourne  
Email: conveyancing@sjl.com.au  
Phone: 9613 6555 Mob: \_\_\_\_\_ Fax: 9613 6500 Ref: TJS:ABW:318761-4

### PURCHASER

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

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

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

### LAND (general conditions 3 and 9)

The land is:

described below:

Certificate of Title Reference		being lot	on plan
Volume 9455	Folio 943	1	130926

OR

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

The land includes all improvements and fixtures.

### PROPERTY ADDRESS

The address of the land is: 557 Ulupna Bridge Road, Ulupna 3641

### GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

All fixed floor coverings, electric light fittings, window furnishings and all fixtures and fittings of a permanent nature as inspected, domestic and stock water pressure system and associated water shares.

**PAYMENT** (general condition 11)

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

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

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 sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the *GST Act* or of a '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 agreement

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

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

**LEASE** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:  
in which case refer to general condition 1.1.

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

**TERMS CONTRACT** (general condition 23)

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

**LOAN** (general condition 14)

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

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

Loan Amount: \$ \_\_\_\_\_ Approval Date: / /

**SPECIAL CONDITIONS**

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

**special conditions**

If the contract is subject to '**special conditions**' then particulars of the Special Conditions begin on the next page.

## **SPECIAL CONDITIONS**

### **1. Variation of General Conditions**

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**1.1** The following General Conditions are amended as follows:

That in addition to General Condition 6, there be added the following paragraph 6.2:

**6.2 Settlement and Late Delivery of Transfer**

If the Purchaser fails to deliver the Transfer in accordance with General Condition 6:

6.2(a) the Vendor need not settle this Contract until the expiration of 10 days from the date of delivery to the Vendor of the Transfer; and

6.2(b) the Purchaser is deemed to be in default in payment of the Balance of the Price and any other amount due to be paid at settlement, for the period equal to that number of days between the date being 10 days before the Settlement Date and the date of actual delivery of the Transfer to the Vendor, being the default period.

**1.2** General Condition 8 (Builder Warranty Insurance) is deleted;

**1.3** General Condition 9 (General Law Land) is deleted;

**1.4** General Condition 10.1b(i) is deleted and substituted as follows:

Shall deliver to the Purchaser such registrable instrument or instruments of Transfer of the land sold as will enable the Purchaser to become the registered proprietor.

**1.5** General Condition 11.4(a) (Payment) is deleted;

**1.6** General Condition 11.4(b) (Payment) is amended by inserting the word "bank" before the word "cheque";

**1.7** General Condition 13.8 (GST) is amended by adding the following:

(c) any term used in this General Condition has the meaning given in the GST Act.;

**1.8** By the deletion of General Condition 18 and the substitution of the following:

18. If the Purchaser wishes to nominate an additional or substitute purchaser, the Purchaser may only do so if the Purchaser delivers to the Vendor a written Deed of Agreement in a form acceptable to the vendor in its absolute discretion pursuant to which both the Purchaser and the nominated purchaser acknowledge and agree that they will from the date of the Deed of Agreement be jointly and severally liable for the due performance of the obligations of the Purchaser under this contract and payment of any expense resulting from the nomination, and with which is provided a guarantee in the form attached to this contract executed by each and every one of its directors and major shareholders.

**1.9** By the deletion of General Condition 20 and the substitution of the following:-

20.

(a) If the Purchaser hereunder is or includes a corporation the person who executes this Contract for and on behalf of the Purchaser shall also execute the attached Guarantee.

(b) The Purchaser is or includes a corporation (not being a company listed on the Australian Stock Exchange Limited) that company as a condition of this Contract will within five (5) Business Days of the date hereof:

- (i) procure the execution by each and every one of its directors and major shareholders of a guarantee of the obligations of the Purchaser under this Contract in the form of the attached Guarantee completed to the satisfaction of the Vendor's Solicitors; and
- (ii) deliver or cause to be delivered to the Vendor's Solicitors the Guarantee completed and executed in accordance with this Special Condition and stamped if required.
- (c) each person who signs this Contract on behalf of the Purchaser will be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if that person had been personally named as the Purchaser in this Contract.

1.10 General Conditions 24.4 to 24.6 (inclusive) (Loss or Damage before Settlement) are deleted.

1.11 General Condition 25 to include the following as sub section

- (c) Notwithstanding anything else hereinbefore contained, the Purchaser shall pay the Vendors Solicitor (and Mortgagee where applicable) the proper costs occasioned by the failure to settle at the appointed time where such failure is caused by the Purchaser or his Solicitor or Mortgagee and where a settlement has to be rescheduled and takes place at a different time than that appointed. These costs shall be payable even though the Purchaser shall not be deemed to be in default under the Contract.

1.12 General Condition 26 is amended by replacing 2 percent with 4 per cent.

## **2. Auction**

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- 2.1 If the property is offered for sale by public auction, it will be subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.
- 2.2 The bidder to whom the property is knocked down shall within 15 minutes after the fall of the hammer pay the said deposit and sign the sub joined Contract. If the said bidder fails to pay such deposit and sign such Contract within the specified time then the Vendor may at his option thereupon or at any time thereafter sell the land either by auction or private treaty to any other purchaser and the said bidder shall not be entitled to call for a contract of sale of the said land and shall have no interest legal or equitable in such land.

## **3. Town Planning**

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- 3.1 The Land is sold and the Purchaser buys subject to any and all restrictions, conditions and controls as to planning, building control, use and development under any legislation or subordinate legislation and under any order, planning scheme, regulation, by-law or permit contained in or made pursuant to any such legislation, including without limitation any planning instruments referred to in the Vendors Statement. No such restrictions, conditions or controls (nor any breach or non-compliance with any of them) shall constitute a defect in the Vendor's title or otherwise give rise to any claim against the Vendor, and the Purchaser shall not make any requisition or objections in respect of such matters.
- 3.2 The Purchaser acknowledges and agrees that the Vendor makes no warranties or representations about whether the Land may be used for any particular purpose, and the Purchaser acknowledges and agrees that it shall not and is not entitled to:
  - (a) take any objection or make any requisition or claim any compensation in respect of; or
  - (b) rescind, terminate or delay settlement as a consequence of,
 the ability or in-ability to use the Land for any particular purpose.

3.3 General Condition 5 does not apply to this Contract.

#### **4. Whole Contract**

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- 4.1 It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting the sale other than those embodied herein and the Purchaser shall not be entitled to rely on any representations made by the Vendor or his agents except such as are made conditions of this Contract.
- 4.2 The Purchaser acknowledges that the Vendor's Agent has acted only as Agent of the Vendor and no information representation or warranty of the Vendor or his Agent was made with the intention or knowledge that it would be relied upon and that no such information representation or warranty has in fact been relied upon and it is further agreed that this Contract of Sale and the original Vendor's Statement (a copy of which is attached to this Contract of Sale) are the sole and full repository of the agreement between the Vendor and the Purchaser.

#### **5. Severability**

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In the event of any provision of this Contract being or becoming void or unenforceable or being illegal, then that provision will be severed from this Contract to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Contract or affecting the validity or enforceability of that provision.

#### **6. Inconsistency between General Conditions and Special Conditions**

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If there is any inconsistency between the General Conditions and the Special Conditions, these Special Conditions shall prevail.

#### **7. Vendor's Legal Costs and Foreseeable Loss**

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- 7.1 For the purposes of this Contract, the expression "foreseeable loss" referred to in General Condition 25 will include:
- (a) any loss which the Vendor may directly or indirectly suffer under any other contract or agreement entered into by the Vendor whether prior to, on or after the Day of Sale as a result of the Purchaser's breach of this Contract;
  - (b) the cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
  - (c) interest payable by the Vendor under any existing mortgage over the Property for the period between the settlement due date and the date which this Contract actually settles;
  - (d) legal fees and disbursements on a full indemnity basis and any counsel or consultant's fees and expenses at the rate charged to the Vendor incurred in obtaining any relevant advice about breach or failure to comply; and
  - (e) any penalties or expenses incurred or additional costs.

#### **8. Security Interest**

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- 8.1 General Condition 7.2 is also subject to General Condition 7.8.
- 8.2 General Conditions 7.9 and 7.10 do not apply to this Contract.
- 8.3 The Purchaser must not delay settlement because General Condition 7.2 is not complied with at or before settlement, but may claim compensation from the Vendor after settlement if any security interest advised by the Purchaser, pursuant to General Condition 7.8 is enforced by the secured party thereof against the Purchaser after settlement.



## 9. FIRB

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- 9.1 If the Purchaser is a person to whom Section 26A of the Foreign Acquisitions & Takeovers Act applies, then the Purchaser warrants to the Vendor that the Purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant authority to the purchase of the Land by the Purchaser on the terms and conditions set out in this Contract.
- 9.2 The Purchaser shall indemnify and keep the Vendor indemnified from and against all losses, damages, costs, charges, penalties or expenses of whatsoever nature suffered or incurred by the Vendor as a result of the Vendor relying on the warranty of the Purchaser contained in Special Condition 11.1 in accepting the offer of the Purchaser to purchase the Land and entering into this Contract.

## 10. Acceptance of Title

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General condition 12.4 is added:

- 12.4 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.

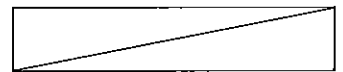
### 10B FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING \*

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

- 10B.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.
- 10B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The specified period in the clearance certificate must include the actual date of settlement.
- 10B.3 The special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** ("the amount" because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 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)**).
- 10B.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.
- 10B.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 the special condition; and
  - (b) ensure that the representative does so.
- 10B.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 as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in the contract to the contrary.

- 10B.7 The representative is taken to have complied with the obligations in special condition 10B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 10B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** must be given to the purchaser at least 5 business days before the due date for settlement.
- 10B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)**. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 10B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 11. Electronic Conveyancing



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

- 11.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract specifies, or parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 11.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 11.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 11.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 11.5 The vendor must nominate a time of the day for locking the workspace at least 7 days before the due date for settlement.
- 11.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 11.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible - if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 11.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 11.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
  - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 11.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

## **12. Water Entitlements**

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### **12.1 General Provisions**

- (a) The Vendor warrants that at the date of this Agreement they have the following water entitlement:

High Reliability Water Share 2 mgls – WEE025329 (the "*Water Entitlement*").

- (b) The Vendor advises that Water Use Licence WUL013391 is attached to the land.

### **12.2 Sale Agreement**

- (a) The Vendor sells and the Purchaser buys the *Water Entitlement*.

### **12.3 Allocation of Price**

- (a) The parties agree that the price allocated to the *Water Entitlement* is \$13.21/ML for High Reliability Water.
- (b) The price payable for the *Water Entitlement* is included in the purchase price listed in the particulars of sale.

### **12.4 Water Allocation**

- (a) The parties agree that the Purchaser will receive the benefit of any water allocations made with respect to the *Water Entitlement* at the Day of Sale together with any increase in allocation which may occur after the Day of Sale, subject to the Vendor's right to use all or any part of such allocations on the land hereby sold as part of the Vendor's usual farming practices.
- (b) The Vendor hereby assigns the Purchaser any such allocations and will sign any document as may be required by the Purchaser to obtain the registration and the benefit of the allocation, or increase in allocation.

### **12.5 Purchaser's obligations and authorities**

- (a) The Purchaser agrees to provide to the Vendor's Solicitor within 7 days after the Day of Sale the following documents completed to the extent possible and signed by the Purchaser.
  - (i) Application to transfer a High Reliability Water Share;
  - (ii) Application to Trade Water Allocation (if any);
  - (iii) any other documents required by the relevant authority to give effect to this agreement.
- (b) The Purchaser authorises the Vendor or the Vendor's solicitor to complete the applications and transfers referred to in the previous sub-paragraph with all details to enable the application to be made or the transfer registered including the Water Share Identification number if this is not available at the Day of Sale.
- (c) The Purchaser agrees to pay all registration costs for the Transfer of the Water Shares.

## 12.6 Vendor's Obligations and authorities

The Vendor agrees to:

- (a) complete, sign and make application to the relevant water authority for a transfer of the High Reliability Water Share and a Trade of Water Allocation (if any). These applications must not be made earlier than 6 weeks before the settlement date;
- (b) pay all application fees for the applications referred to in sub-paragraph (a) above;
- (c) do all things reasonably necessary to obtain such consent prior to settlement;
- (d) subject to clause 12.4 (a), not deal with the *Water Entitlements* or water allocations in any way between the Day of Sale and the settlement date, other than in accordance with this Contract of Sale; and
- (e) provide at settlement:
  - (i) a discharge or withdrawal of any mortgage or other encumbrances over the *Water Entitlement*; and
  - (ii) (where the Vendor is a company) such debenture release or discharge of charges as may be required by the Purchaser to give unencumbered title to the *Water Entitlement* to the Purchaser.

## 12.7 Contract is not conditional

- (a) This Contract of Sale is not subject to the approval of the Minister or delegated authority to the transfer of the High Reliability Water Share and the Purchaser shall be obliged to complete the purchase notwithstanding that the approval has not been obtained by the date fixed for settlement.
- (b) If the approval of the Minister or delegated authority to the transfer of the High Reliability Water Share has not been obtained before the date fixed for settlement the purchaser may withhold payment of the sum of TWO THOUSAND SIX HUNDRED DOLLARS (\$2,600.00) at settlement and the same shall not be payable to the vendor until delivery by the Vendor to the Purchaser of a registrable transfer of Water Share.

## 12.8 Co-operation Between Parties

- (a) Each party agrees to co-operate and liaise fully with the other party, in order to ensure that this Clause 12 is implemented effectively.
- (b) The parties acknowledge as a result of the Water (Resource Management) Act 2005 and Water (Governance) Act 2006, unforeseen changes may be required to this Clause 12 to give effect to the agreement between the parties. Each party undertakes to act in good faith to negotiate such amendments or additions.
- (c) Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including executing any document) that the other party may reasonably require to give effect to this Agreement and the transactions contemplated by it.

## 12.9 Expiry of Ministerial Approval

In the event that the approvals required to be obtained from the Minister or his delegated authority expire prior to registration of the Transfer of Water Share, the Vendor agrees to sign all necessary documents provided by the Purchaser and do all things reasonably practicable (including doing the 100 point identification check) and to provide such documents to the Purchaser to enable the Purchaser to give effect to this agreement. Any such further applications will be at the cost of the Purchaser.

## 12.10 Non Merger

This Clause 12 will not merge upon settlement and will have full standing effect notwithstanding settlement having taken place.

### **13. Water adjustment**

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Notwithstanding anything to the contrary contained in General Condition 15, the parties agree that all charges imposed by the applicable Rural Water Authority for any entitlement received by the property hereby sold shall be adjusted between them at settlement on the following basis:

Firstly – The infrastructure access fee applicable to all properties hereby sold and applicable to the Water Shares also sold shall be adjusted on an irrigation time basis.

Secondly – All other Goulburn Murray Water charges (including without limiting the general nature of this clause – entitlement storage fees, consumptive charges for surface drainage water use fee, infrastructure use fee, sub-surface drainage water usage fee, drainage diversion agreement fee) shall be adjusted on a water use basis.

It shall be the Purchaser's responsibility to obtain a meter reading of the *Water Entitlement* (where it is capable of being read). Where a meter reading is not applicable or incapable of being read all other Goulburn Murray Water charges shall be adjusted on an annual time basis.

**FORM 2**  
**Estate Agents Act 1980**

Regulation 5(a)

## CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*  
(October 2014)

### 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 Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay; as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

## **8. Builder warranty insurance**

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the 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 subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 12. Stakeholding**
- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13. GST**
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is 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 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 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.
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#### **\* Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines**

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An *agreed* Statement of Facts must be signed by all parties and referring solicitors and must include:
  - 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
  - 2.2 A copy of all relevant documents.
  - 2.3 The issues, based on the agreed facts, to be decided by the Committee.
3. Applications for disputes to be decided by the Committee shall include an agreement by the referring solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
4. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria.
5. An administration fee of \$100.00 for each referring solicitor must be paid to the Law Institute of Victoria when the application is lodged.
6. The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
7. The Committee reserves the right:
  - (i) to call for further and better particulars in order to make a decision.
  - (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.
8. The Committee's written decision will be sent to the referring legal practitioners within seven days of the dispute being decided.

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

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DATED

2017

JAMES ARTHUR HANSON  
and  
HELEN MAY HANSON

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**VENDOR'S STATEMENT**

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Property  
**557 Ulupna Bridge Road, Ulupna Victoria 3641**

SEPTIMUS JONES & LEE  
Solicitors  
Level 5  
99 William Street  
MELBOURNE VIC 3000  
DX 186 MELBOURNE  
Tel: 9613 6555  
Fax: 9613 6500  
Ref: TJS:ABW:318761-4

## **VENDOR'S STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962**

*This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.*

**VENDOR**        **JAMES ARTHUR HANSON and HELEN MAY HANSON**

**PROPERTY**     **557 Ulupna Bridge Road, Ulupna Victoria 3641**

### **1. FINANCIAL MATTERS**

**1.1 Rates, Taxes, Charges or Other Similar Outgoings** affecting the land and any interest payable, are as follows:

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

**1.2 Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, are as follows:

Nil.

**1.3 Mortgages** (whether registered or unregistered) over the land, which will not be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:

Nil.

**1.4 Terms Contract** - where the purchaser is obliged to make 2 or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:

Not applicable.

### **2. INSURANCE**

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

Not applicable.

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

Not applicable.

### 3. LAND USE

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

- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

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

#### 3.2 **Designated Bushfire Prone Area** - the property is in a bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

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

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

### 4. NOTICES

#### 4.1 **Notice, Order, Declaration, Report or Recommendation** of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge particulars are as follows:

Nil.

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

Nil.

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

Nil.

### 5. BUILDING PERMITS

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

### 6. OWNERS CORPORATION

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

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

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

**8. NON-CONNECTED SERVICES**

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

- (a) gas supply
- (b) sewerage

**9. TITLE**

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

**10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

There is no certificate relating to Energy Efficiency Information applicable.

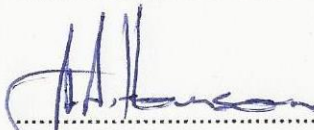
**11. DUE DILIGENCE CHECKLIST**

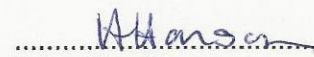
*The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available to any prospective purchasers from the time the land is offered for sale where that land is vacant residential land or land on which there is a residence. The due diligence checklist is not required to be provided with, or attached to, this vendor's statement but has been attached as a matter of convenience.*

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

Date of this Statement: .....

Signatures of the vendor:

  
James Arthur Hanson

  
Helen May Hanson

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

Date of this Acknowledgment: .....

Signature of the purchaser: .....



# Due diligence checklist

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

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

### Urban living

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

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

#### *Moving to the country?*

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

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

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

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

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

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

### Soil and groundwater contamination

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

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

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

VOLUME 09455 FOLIO 943

Security no : 124068427771R

Produced 04/10/2017 11:43 am

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 130926.  
PARENT TITLE Volume 08841 Folio 617  
Created by instrument J628655 10/09/1981

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors

JAMES ARTHUR HANSON  
HELEN MAY HANSON both of 29 CORNISH ROAD RIDDELLS CREEK VIC 3431  
AL799991D 08/04/2015

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE LP130926 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: 557 ULUPNA BRIDGE ROAD ULUPNA VIC 3641

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

33  
SEC A

## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 10 October 2017 12:27 PM

**Address:** 557 ULUPNA BRIDGE ROAD ULUPNA 3641

**Lot and Plan Number:** Lot 1 LP130926

**Standard Parcel Identifier (SPI):** 1\LP130926

**Local Government (Council):** MOIRA **Council Property Number:** 133991

**Directory Reference:** VicRoads 22 J7

**This property is in a designated bushfire prone area.**

**Special bushfire construction requirements apply. Planning provisions may apply.**

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

### State Electorates

**Legislative Council:** NORTHERN VICTORIA

**Legislative Assembly:** SHEPPARTON

### Utilities

**Regional Urban Water Business:** Goulburn Valley Water

**Rural Water Business:** Goulburn-Murray Water

**Melbourne Water:** outside drainage boundary

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

### Planning Zone Summary

**Planning Zone:** PUBLIC CONSERVATION AND RESOURCE ZONE (PCRZ)  
SCHEDULE TO THE PUBLIC CONSERVATION AND RESOURCE ZONE (PCRZ)

**Planning Overlays:** BUSHFIRE MANAGEMENT OVERLAY (BMO)  
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)  
ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 2 (ESO2)  
RURAL FLOODWAY OVERLAY (RFO)  
RURAL FLOODWAY OVERLAY SCHEDULE (RFO)

### Areas of Aboriginal Cultural Heritage Sensitivity:

This property is within, or affected by, one or more areas of cultural heritage sensitivity

Planning information continued on next page

Planning scheme data last updated on 3 October 2017.

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

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

The Planning Property Report includes separate maps of zones and overlays

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

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

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

## Areas of Aboriginal Cultural Heritage Sensitivity

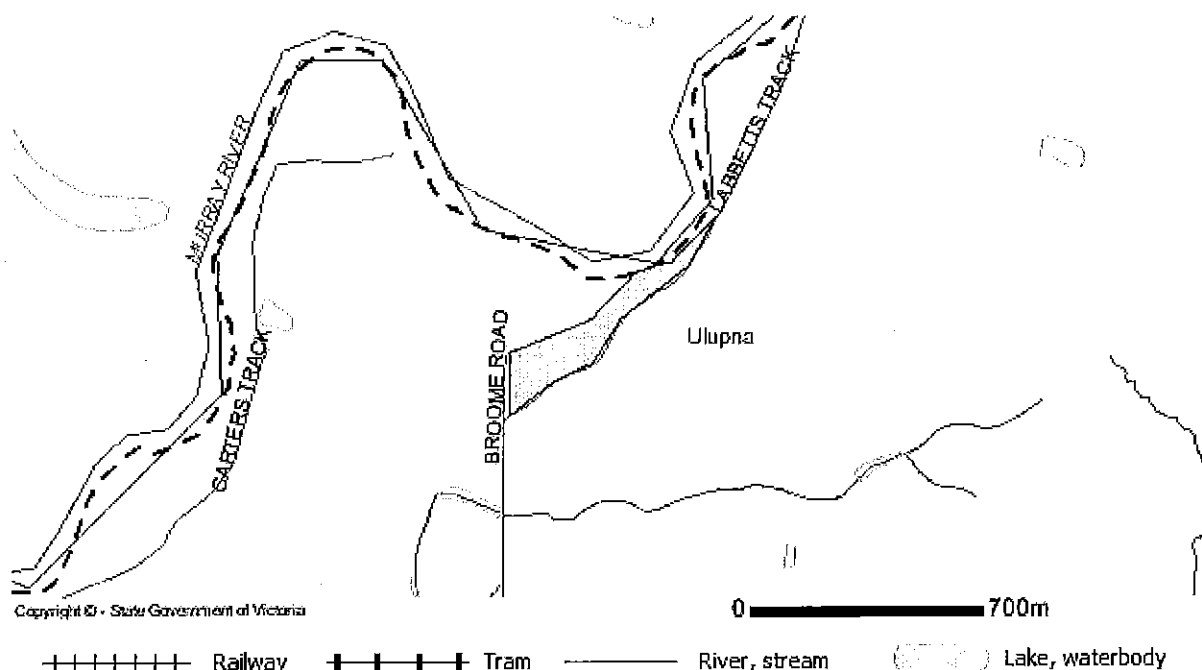
The data provides indicative information about the location and extent of areas of Aboriginal cultural heritage sensitivity and is provided to assist with the decisions about the potential need to prepare a Cultural Heritage Management Plan in relation to proposed activities on this property.

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

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

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

## Area Map



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Environment,  
Land, Water  
and Planning

# Designated Bushfire Prone Areas

from [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 10 October 2017 12:28 PM

**Address:** 557 ULUPNA BRIDGE ROAD ULUPNA 3641

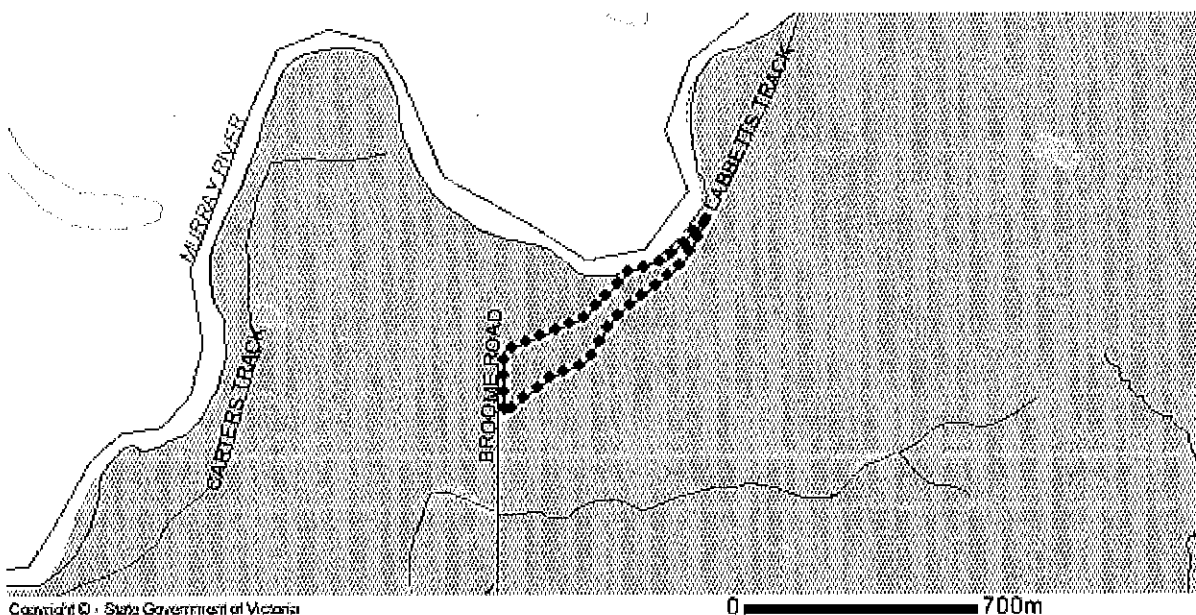
**Lot and Plan Number:** Lot 1 LP130926

**Local Government (Council):** MOIRA Council **Property Number:** 133991

**Directory Reference:** VicRoads 22 J7

This property is in a designated bushfire prone area.  
Special bushfire construction requirements apply. Planning provisions may apply.

## Designated Bushfire Prone Area Map



### Bushfire Prone Area Legend

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

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

The Building Interim Regulations 2017 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas visit [Planning Schemes Online](http://www.planning.vic.gov.au/planning-schemes)

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

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32(2)(dc) of the Sale of Land 1962 (Vic).



Environment,  
Land, Water  
and Planning

# LAND INFORMATION CERTIFICATE

In Accordance with Section 229 of the Local Government Act 1989

Certificate No: 24664

Date of Issue: 05/10/2017



## APPLICANT'S DETAILS

LANDATA

Debtor Ref: 51141

PO BOX 500

Applicant's Ref: 26427022-011-1

EAST MELBOURNE VIC 3002

Purchaser: Not Supplied

Vendor: James Arthur Hanson & Helen May Hanson

This certificate provides information regarding Valuation, Rates, Charges, and other monies owing and any orders or notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, *Fire Services Property Levy Act 2012* or under a local law or by-law of the Moira Shire Council and specified flood level if any by the Moira Shire Council.

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

## PROPERTY DETAILS

**Assessment** 133991  
**Address** 557 Ulupna Bridge Road  
ULUPNA 3641  
**Area (Ha)** 6.6030  
**Parcel Area (Ha)** 6.6030

## OWNER(S)

**As per Rate Book**  
James Arthur Hanson & Helen May Hanson

**AVPCC** 117

**Description** Lot: 1 LP: 130926

## PROPERTY VALUATION

<b>Land Valuation Date</b>	01/01/2016	<b>Instalment 1 Due</b>	30 September 2017
<b>Operative Date of Valuation</b>	01/07/2016	<b>Instalment 2 Due</b>	30 November 2017
<b>Site Value</b>	\$550,000	<b>Instalment 3 Due</b>	28 February 2018
<b>Capital Improved Value</b>	\$920,000	<b>Instalment 4 Due</b>	31 May 2018
<b>Net Annual Value</b>	\$46,000	<b>Payment in Full</b>	15 February 2018

## Statement of Rates and Charges for Financial Year 1 July 2017 to 30 June 2018

### RATES AND CHARGES

Rural Building	\$3,573.28
Municipal Charge	\$332.30
Environmental Levy	\$224.50
FSPL Residential Fixed Charge	\$107.00
FSPL Residential Levy	\$112.24
Previous Property Rate Arrears (including Legal Fees)	\$0.00
Current Financial Year Legal Costs	\$0.00
Interest	\$0.00
Private Street Scheme	nil
Other debts on the land	
Pension rebate	\$0.00
Payments made	-\$1,088.30
Balance due	\$3,261.00

**BPAY Biller Code: 79848 BPAY Reference: 133991**

*If this Certificate shows any unpaid rates, please contact this office for an update, prior to settlement.*

*Please see important information shown on page 2 of this Certificate.*



Land Information Certificate No: 24664  
Assessment No: 133991



#### Please Note

- Verbal confirmation or variations will only be given for a period of 90 days from the date of issue. However, Council will not be held responsible for information provided verbally.
- For settlement purposes another certificate should be obtained after 90 days.
- Amounts shown as paid on this Certificate may be subject to clearance by a Bank.
- Overdue amounts accrue interest on a daily basis.
- If this property has a dwelling connected to a septic tank system, the legal compliance of the septic tank system cannot be guaranteed, and further enquiries should be directed to Council's Environmental Health Officer.

#### Other Information

1. There are **no** notices or orders on the land that have been served by Council under the *Local Government Act 1989* or any other Act or Regulation, or under a Local Law of the Council, which have a continuing application at the date of the Certificate unless advised under 'Further Advice'.
2. There are **no** orders relevant to the standards of habitation for this property, unless advised under 'Further Advice'.
3. A specified Flood level has **not** been determined pursuant to the Victorian Building Regulations 1994, unless advised under 'Further Advice'.
4. There are **no** monies owed for works under the *Local Government Act 1989*.
5. There is **no** potential liability for rates under the *Cultural and Recreational Lands Act 1989*.
6. There is **no** potential liability for the land to become rateable under Section 173 or 174A of the *Local Government Act 1989*.
7. There are **no** outstanding amounts required to be paid, and or transfers to be made to Council, for recreational purposes under Section 18 of the *Subdivision of Land Act 1988*.

#### Further Advice

Moirā Shire Council advises that there is a prospect that properties located in the Municipality may experience varying levels of inundation in a flood event. Persons are advised to make enquiries of the relevant Catchment Management Authority for further information.

**Is this property subject to a Special Charge Scheme? No**

I hereby certify that, as at the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to **Moirā Shire Council**, together with any Notices pursuant to the *Local Government Act 1989*, Local Laws or any other legislation.

The fee for this certificate is \$25.90.

#### Authorised by

**Amanda Chadwick**  
Team Leader Revenue





STMT: 12834-17

## Information Statement

Issued Pursuant to Section 158 of the Water Act (1989) showing Orders, Rates and Charges due to be paid to the authority with respect to the land hereunder

**Applicant:**

Septimus Jones & Lee - Landata  
DX 250639  
MELBOURNE

**Applicant Reference:** 26475052-022-9

Account No:	Owner:	Description:	Amount Payable:
800287	James A Hanson & Helen M Hanson	Surface Diversion	\$0.00

An Information Statement is a legal document provided by GMW outlining details relating to a particular parcel of land or account number. This document has been identified from your application using title particulars and/or account numbers provided. The detailed entities are currently associated with this account. If you intend on transferring the services below, you can request a prefilled Form 55 application to transfer the land and water. This application form combines multiple applications into one making it a great solution when changing ownership. This request can be made at <http://www.g-mwater.com.au/customer-services/forms> or by contacting us on 03 5826 3500.

**Water Services Charges 2017/18:**

Charge Description	Issue Date:	Charge Amount	Balance Outstanding:
Overdue Balance			\$0.00
<b>Fixed Land Related Charges</b>			
Access Fee - 0.02 ML/Day Extraction Share @ \$95.00/ML/day	1/07/2017	\$1.90	\$0.00
Access Fee - 1.00 Service Point @ \$138.00 each	1/07/2017	\$138.00	\$0.00
Service Fee - @ \$110.00	1/07/2017	\$110.00	\$0.00
Service Point - Unmetered - 1.00 @ \$100.00 each	1/07/2017	\$100.00	\$0.00
<b>Fixed Water Related Charges</b>			
Entitlement Storage Fee - 2.00 ML Murray High Reliability @ \$13.21/ML	1/07/2017	\$26.40	\$0.00
Total Payable as at 11/10/2017			\$0.00

Rates and charges listed in this table relate to 1st July 2017 – 30th June 2018. **All of these are annual rates and charges for the financial year.**

Updates for the information statement are provided for 3 months from the Issue date and are only applicable to the applicant of the information statement. Please email your STMT number, property number and request for the update to [informationstatements@g-mwater.com.au](mailto:informationstatements@g-mwater.com.au)

**Entitlements:**

Entitlement ID:	Volume:	Source Trading Zone:	Use Trading Zone:	Delivery System:	Reliability:
WEE025329	2	6 VIC Murray - Dart to Barmah	6 VIC Murray - Dart to Barmah	River Murray (Y'wonga-Barmah)	High

**Water Share(s) currently associated with this property**

The water share(s) listed within this information statement are currently associated with this property. Please note the water share(s) may be in different ownership to the water use licence/ registration. Additional information about the water share(s) can be obtained by requesting a copy of the record(s) held in the Victorian Water Register at [www.waterregister.vic.gov.au](http://www.waterregister.vic.gov.au).

The transfer of a water share is subject to approval by GMW and recording by the Victorian Water Registrar upon receipt of the relevant application requirements.

**Water Use Licence:**

Water Use Licence:	Water Use Type:	Holding Limit:	Annual Use Limit:	Purpose:
WUL013391	Use licence	4	2	Irrigation (prior sec

**Water use licence/registration**

The above water use licence/ registration relating to the land described in this information statement authorises the use of water on the land specified in this information statement.

**Works Licence:**

Works Licence:	Purpose:	Extraction Share:	Extraction Rate:	Type:
WLE013602	Operate	0.02	0	

**Works Licence**

A works licence is associated with this property which authorises the licence holder to operate a pump or other works located on a waterway.

Please note annual charges relating to this property are calculated using the extraction share (ML/day) listed below regardless of the volume of water shares. Specific information and conditions relating to this works licence are available by requesting a copy of the record held in the Victorian Water Register from GMW.

Please note that the transfer of a works licence is subject to approval by GMW upon receipt of the relevant application requirements.

**Land Description of the Nominated Property:**

				Crown Allotment	Section	
Vol:	Folio:	Lot:	Plan:	/Crown Portion:	/Block:	Parish:
9455	943	1	LP130926			

# **COPY OF RECORD IN THE VICTORIAN WATER REGISTER**

## **WATER SHARE**

*Water Act 1989*

*The information in this copy of record is as recorded at the time of printing. Current information should be obtained by a search of the register. The State of Victoria does not warrant the accuracy or completeness of this information and accepts no responsibility for any subsequent release, publication or reproduction of this information.*

### **Water Share Description**

Status	Active
Volume	2.0 megalitres
Water authority	Goulburn-Murray Water
Water system source	Murray
Water system type	Regulated
Reliability class	High
Trading zone source	6 VIC Murray - Dart to Barmah
Trading zone use	6 VIC Murray - Dart to Barmah
Delivery system	River Murray (Y'wonga-Barmah)
Tenure	Ongoing
Tradability	Tradable
Carryover allowed	Yes

### **Water Share Owner(s)**

Joint owner 1 of 1

JAMES ARTHUR HANSON of 29 CORNISH ROAD RIDDELLS CREEK VIC 3431  
WET700641 Lodged on : 15 Dec 2014 Recorded on : 16 Feb 2015

HELEN MAY HANSON of 29 CORNISH ROAD RIDDELLS CREEK VIC 3431  
WET700641 Lodged on : 15 Dec 2014 Recorded on : 16 Feb 2015

### **Current Year Allocation**

Carryover at 1 July:	0.000 ML
Seasonal allocation since 1 July:	2.000 ML
Total allocation to date:	2.000 ML
Possible future allocation to 30 June:	0.000 ML

## Spillable Account Details

Low risk of spill declaration:	Not yet made
Volume spilled:	0.000 ML
Current volume subject to above entitlement storage fee:	0.000 ML
Maximum volume subject to above entitlement storage fee:	0.000 ML

## Water Share Association

### Water use reference(s)

<i>Water use ID</i>	<i>Status</i>	<i>Type</i>	<i>Annual use limit (ML)</i>
WUL013391	Active	Use licence	2.0

### Land description

Volume 9455 Folio 943  
Lot 1 of Plan LP130926

## Recorded Interests

### Mortgage

<i>Priority</i>	<i>Reference</i>	<i>Recorded date</i>	<i>Mortgagee</i>
Nil			

### Limited term transfer

<i>Reference</i>	<i>Start date</i>	<i>End date</i>	<i>Trading zone use</i>	<i>Delivery system</i>	<i>Water-use licence</i>	<i>Water authority</i>
Nil						

## Notifications

<i>Reference</i>	<i>Recorded date</i>	<i>Notification details</i>
Nil		

## Application History

<i>Reference</i>	<i>Type</i>	<i>Status</i>	<i>Lodged date</i>	<i>Approved date</i>	<i>Recorded date</i>
PTA024319	Address amendment	Recorded			20 Feb 2014
PTA024316	Address amendment	Recorded			20 Feb 2014
WET700641	Transfer within authority	Recorded	15 Dec 2014	25 Dec 2014	16 Feb 2015
WEI021294	Issue	Recorded	01 Jul 2007	01 Jul 2007	01 Jul 2007

---

END OF COPY OF RECORD

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# Land Tax Clearance Certificate

## Land Tax Act 2005

INFOTRACK / SEPTIMUS JONES & LEE

**Your Reference:** 318761-4

**Certificate No:** 17099800

**Issue Date:** 04 OCT 2017

**Enquiries:** ESYSPROD

**Land Address:** 557 ULUPNA BRIDGE ROAD ULUPNA VIC 3641

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
11194953	1	130926	9455	943	\$550,000	\$0.00

**Vendor:** HELEN HANSON & JAMES HANSON

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
MR JAMES ARTHUR HANSON	2017	\$875.00	\$0.00	\$0.00

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
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**Comments:** Land Tax of \$875.00 has been assessed for 2017, an amount of \$875.00 has been paid.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to:  
[www.sro.vic.gov.au/certificates](http://www.sro.vic.gov.au/certificates)

**TAXABLE VALUE:** \$550,000

**AMOUNT PAYABLE:** \$0.00

**Paul Broderick**

Commissioner of State Revenue

## Land Tax Clearance Certificate - Remittance Advice

**Certificate No:** 17099800

**Land ID:** 11194953

**Amount Payable:** \$0.00

State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.  
Do not mark below this line.

<0000000000<0000000000>017099800000<017099800000>424<424>

# of the *Land Tax Act 2005*

Certificate No: 17099800

1. Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
3. The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.
4. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
5. If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
6. If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
  - a. the vendor, or
  - b. the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
7. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
8. If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
9. If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
10. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
11. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

## For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A  
TAXABLE VALUE OF \$550,000

Land Tax = \$875.00

Calculated as \$275 plus ( \$550,000 - \$250,000) multiplied by  
0.200 cents.

## Further information

Internet	<a href="http://www.sro.vic.gov.au">www.sro.vic.gov.au</a>
Email	<a href="mailto:sro@sro.vic.gov.au">sro@sro.vic.gov.au</a> (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

## Payment options

Make cheque payable to **State Revenue Office, Victoria**  
marked 'Not Negotiable' and return with the remittance  
advice to:



### Payment by mail:

- State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Septimus Jones & Lee C/- InfoTrack  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 356913

NO PROPOSALS. As at the 4th October 2017, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

557 ULUPNA BRIDGE ROAD, ULUPNA 3641  
SHIRE OF MOIRA

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

Date of issue: 4th October 2017

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 26427022 - 26427022152346 '356913'