

# Contract of Sale of Real Estate

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

**Property address**                    **4 Bluegum Court, Bright 3741**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of 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(s) of person(s) signing:** .....

.....

State nature of authority, if applicable: .....

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

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2017

**Print name(s) of person(s) signing:**                    **JAMES KEVIN ATTERIDGE AND BRONWEN ANTONIA ATTERIDGE**

State nature of authority, if applicable: .....

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

IMPORTANT NOTICE TO PURCHASERS	
<b>Cooling-off period</b> (Section 31 of the <i>Sale of Land Act 1962</i> )	<b>EXCEPTIONS:</b> The 3-day cooling-off period does not apply if:
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.	<ul style="list-style-type: none"><li>• you bought the property at or within 3 clear business days <b>before or after</b> a publicly advertised auction;</li></ul>
You must either give the vendor or the vendor's agent <b>written</b> 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.	<ul style="list-style-type: none"><li>• the property is used primarily for industrial or commercial purposes; or</li><li>• the property is more than 20 hectares in size and is used primarily for farming; or</li></ul>
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.	<ul style="list-style-type: none"><li>• you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or</li><li>• you are an estate agent or a corporate body.</li></ul>

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

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

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

the contract of sale and the day on which you become the registered proprietor of the lot.

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.

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.

A substantial period of time may elapse between the day on which you sign

### Particulars of sale

#### Vendor's estate agent

Doubleday Real Estate Pty Ltd  
 22 Nornamby Road, Kew, VIC 3101  
 Email: admin@doubledayrealestate.com.au

Tel: \_\_\_\_\_ Mob: 0418 523 828 Fax: \_\_\_\_\_ Ref: \_\_\_\_\_

#### Vendor

**JAMES KEVIN ATTERIDGE AND BRONWEN ANTONIA ATTERIDGE**  
 4 Bluegum Court, Bright, VIC 3741 and 4 Bluegum Court, Bright, VIC 3741

Email: \_\_\_\_\_

#### Vendor's legal practitioner or conveyancer

**Michael R Coldham & Associates**  
 9 Adoni Green, Yarrowonga VIC 3730  
 DX: 37213 Yarrowonga

Email: mrclaw1@bigpond.com  
 Tel: 03 5744 0631 Mob: \_\_\_\_\_ Fax: 03 9606 0700 Ref: MC:17148

#### Purchaser

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

#### Purchaser's legal practitioner or conveyancer

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

#### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10442	Folio	463	2	417815
Volume		Folio			

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: **4 Bluegum Court, Bright 3741**

**Goods sold with the land** (general condition 2.3(f)) (list or attach schedule)

**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**

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

- the above date; and
- 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 the lease are :

(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

**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:

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

**Special conditions**

## Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

**Instructions:** *It is recommended that when adding special conditions:*

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on the last page; and
- attach additional pages if there is not enough space

### Special condition 1 – Payment

General condition 11 is replaced with the following:

#### 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 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force

### Special condition 2 - Acceptance of title

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.

### Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

**Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

**Special condition 5 – Foreign resident capital gains withholding**

General condition 15A is added:

**15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 15A.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.
- 15A.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.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.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15A.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 general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this general condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.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.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**Special condition 6 – Service**

General condition 17 is replaced with the following:

**17. SERVICE**

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in a manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

17.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

**Special condition 7 – Notices**

General condition 21 is replaced with the following:

**21. NOTICES**

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

**Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not ticked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
  - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 8.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 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
 give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

**Special condition 9 – Deposit bond**

9.1 In this special condition:

- (a) "deposit bond" means an irrevocable undertaking by an insurer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
- (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;

9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 30 days before the deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.

9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.

9.7 This special condition is subject to general condition 11.2.

**Special condition 10 – Bank guarantee**

10.1 In this special condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (*Cth*).

10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 30 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3

10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.

10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 10.5.

10.7 This special condition is subject to general condition 11.2.

**Special condition 11 – Building report**

11.1 The purchaser may end this contract within 14 days from the days of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not in then in default.

11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**Special condition 12 – Pest report**

- 12.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not in then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

**Special condition 13 - Purchaser acknowledgements**

- 13.1 The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:
- (a) In its present condition and state of repair;
  - (b) Subject to all defects latent and patent;
  - (c) Subject to any infestations and dilapidation;
  - (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
  - (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- 13.2 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.



# General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

## Title

### 1. ENCUMBRANCES

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

### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to 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 predominately 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 be described by a serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay -
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 8. BUILDING 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 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

## 11. PAYMENT

- 11.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land is sold 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 registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
  - (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

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

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
  - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or 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 adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

### Transactional

#### 16. TIME

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

#### 17. SERVICE

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

(d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

#### **18. NOMINEE**

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

#### **19. LIABILITY OF SIGNATORY**

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

#### **20. GUARANTEE**

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

#### **21. NOTICES**

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

#### **22. INSPECTION**

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

#### **23. TERMS CONTRACT**

23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

#### **24. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 25. BREACH

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

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

## Default

## 26. INTEREST

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

## 27. DEFAULT NOTICE

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

## 28. DEFAULT NOT REMEDIED

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

DATED

2017

**JAMES KEVIN ATTERIDGE AND BRONWEN ANTONIA ATTERIDGE**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 4 Bluegum Court, Bright 3741**

**MICHAEL R COLDHAM & ASSOCIATES**

Solicitors

9 Adoni Green

Yarrowonga Vic 3730

Tel: 03 5744 0631

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DX 37213 Yarrowonga

Ref: MC:17148

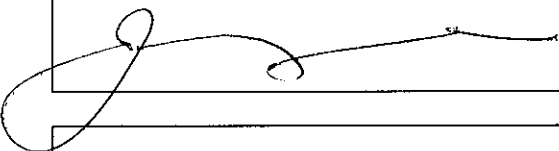
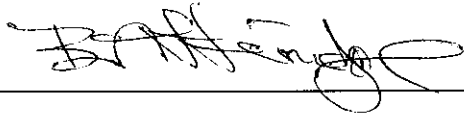


# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

<b>Land</b>	4 Bluegum Court BRIGHT VIC 3741	
<b>Vendor's name</b>	James Kevin Atteridge	<b>Date</b> 14.11.17
<b>Vendor's signature</b>		
<b>Vendor's name</b>	Bronwen Antonia Atteridge	<b>Date</b> 14/11/17
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b>
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b>
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b>
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b>
<b>Purchaser's signature</b>		

## Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

### 1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

\$  To \$

Other particulars (Including dates) and times of payments:

---

#### 1.3 Terms of Contract

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

Not applicable.

#### 1.4 Sale Subject to Mortgage

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

Not applicable.

### 2. INSURANCE

#### 2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable.

#### 2.2 Owner-Builder

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

Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

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

### 3. LAND USE

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

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

\*Is in the attached copies of title document/s.

\*Is as follows:

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

**3.2 Road Access**

There is NO access to the property by road if the square box is marked with an 'X'

**3.3 Designated Bushfire Prone Area**

The land is in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993 if the square box is marked with an 'X'

**3.4 Planning Scheme**

Attached is a certificate with the required specified information

**4. NOTICES**

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

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:  
Not applicable.

**4.2 Agricultural Chemicals**

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

**4.3 Compulsory Acquisition**

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

**5. BUILDING PERMITS**

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

Are contained in the attached certificate.

**6. OWNERS CORPORATION**

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

6.1 Not applicable.

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

Not applicable.

**8. SERVICES**

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electric Supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
--	-------------------------------------	---------------------------------------	-----------------------------------	---

**9. TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

**10. SUBDIVISION**

10.1 **Unregistered Subdivision**

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

Not applicable

10.2 **Staged Subdivision**

Not applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable

**11.  DISCLOSURE OF ENERGY INFORMATION**

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

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

Not applicable.

**12. DUE DILIGENCE CHECKLIST**

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

### 13. ATTACHMENTS

*(Any certificates, documents and other attachments may be annexed to this section 13)*

*(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)*

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)*

Certificate of title Plan of subdivision State Revenue Office: Land Tax Certificate - 10442/463 Vicroads: Vicroads Certificate - 10442/463 Alpine Shire: Land Information Certificate - 10442/463 Alpine Shire: Building Approval 326 (1) - 10442/463 Department of Environment, Land, Water & Planning: Planning Property Report - 10442/463 North East Water: Water Information Statement - 10442/463 North East Water: Sewers and Drains Plan - 10442/463 Due Diligence checklist
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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 10442 FOLIO 463

Security no : 124068894266G

Produced 02/11/2017 09:36 am

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 417815D.  
PARENT TITLE Volume 09526 Folio 213  
Created by instrument PS417815D 11/05/1999

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
JAMES KEVIN ATTERIDGE  
BRONWEN ANTONIA ATTERIDGE both of 4 BLUE GUM COURT BRIGHT VIC 3741  
AD574652C 22/04/2005

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT W234027B 19/08/1999

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

DIAGRAM LOCATION

SEE PS417815D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

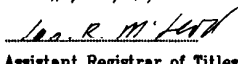
Additional information: (not part of the Register Search Statement)

Street Address: 4 BLUEGUM COURT BRIGHT VIC 3741

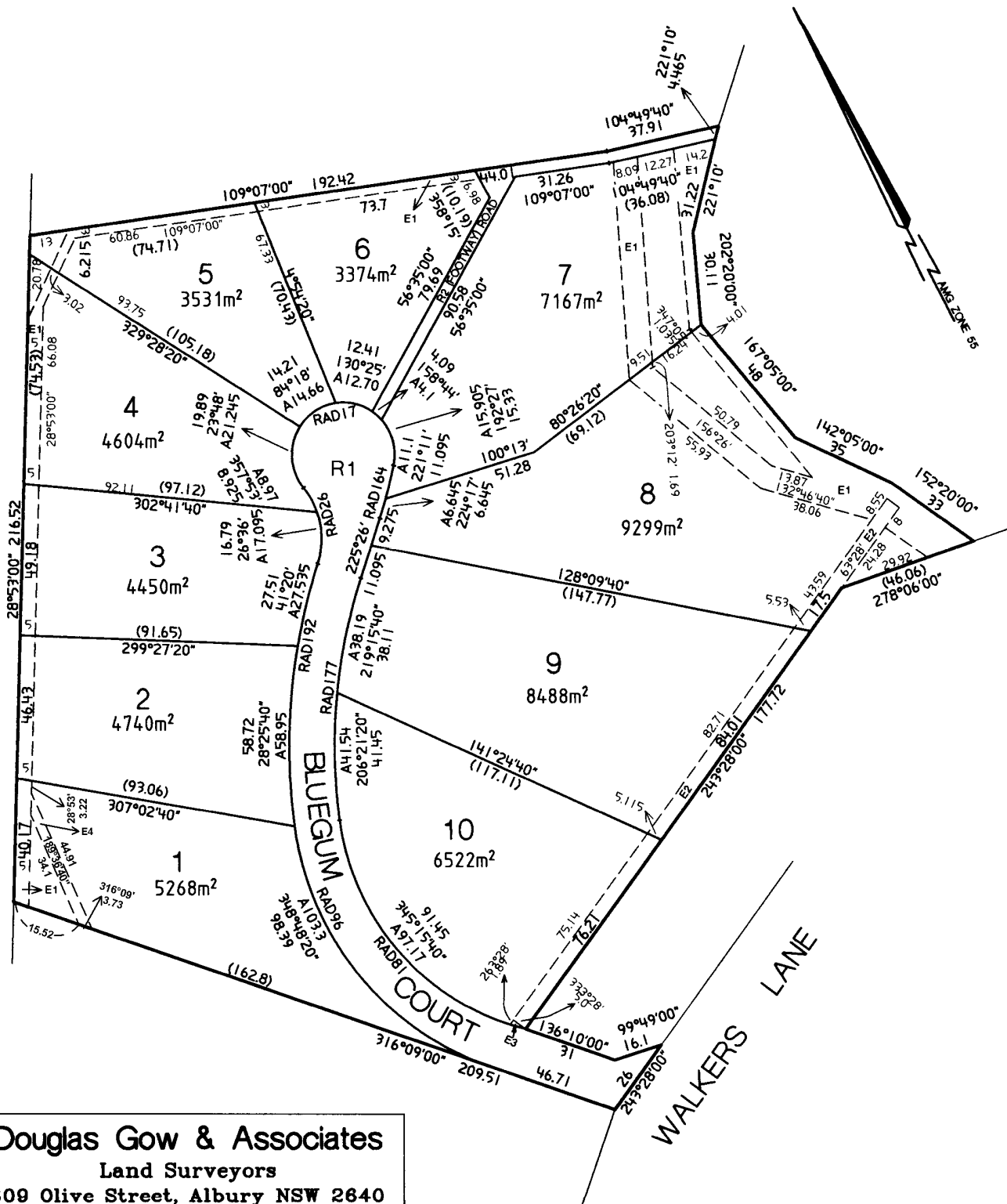
DOCUMENT END

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<b>PLAN OF SUBDIVISION</b>		STAGE NO. /	LTO use only <b>EDITION 2</b>	Plan Number <b>PS 417815 D</b>	
<b>Location of Land</b> <b>Parish:</b> POREPUNKAH  <b>Township:</b> <b>Section:</b> 7 <b>Crown Allotments:</b> PARTS 8 & 8B <b>Crown Portion:</b>  <b>LTO Base Record:</b> DCMB <b>Title Reference:</b> VOL 9526 FOL 213  <b>Last Plan Reference:</b> LOT 2 LP 120060 <b>Postal Address:</b> WALKERS LANE (at time of subdivision) BRIGHT 3741  <b>AMG Co-ordinates</b> E 494820 ZONE: 55 (of approx. centre of land in plan) N 5 934800		<b>Council Certificate and Endorsement</b> Council Name: ALPINE SHIRE Ref: 98/053 <del>1. This plan is certified under section 8 of the Subdivision Act 1988.</del> 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 8 03/02/99 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <b>OPEN SPACE</b> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/ <del>has not</del> been made. (ii) The requirement has been satisfied.  <del>Council Delegate</del> <del>Council Seal</del> <del>Date</del> / /  Re-certified under section 11(7) of the Subdivision Act 1988. <del>Council Delegate</del> <del>Council Seal</del> Date 26 / 04 / 99			
<b>Vesting of Roads and / or Reserves</b>					
Identifier	Council/Body/Person				
ROAD R1,R2	ALPINE SHIRE				
<b>Notations</b>					
<b>Staging</b> This is/is not a staged subdivision Planning Permit No. 98/053  <b>Depth Limitation</b> 9.14 METRES BELOW THE SURFACE OF LAND IN C.A 8 15.24 METRES BELOW THE SURFACE OF LAND IN C.A 8B					
<b>Survey</b> This plan is/ <del>is not</del> based on survey. This survey has been connected to permanent marks no(s). 200,280 in Proclaimed Survey Area No. 35					
<b>Easement Information</b>					
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	LTO use only  Statement of Compliance/ Exemption Statement  Received ✓  Date 5 / 5 / 99
E1,E3	DRAINAGE	SEE DIAG.	THIS PLAN	ALPINE SHIRE	<b>LTO use only</b> PLAN REGISTERED Time 2.00 Date 11 / 5 / 99  Assistant Registrar of Titles Sheet 1 of 2 Sheets
E1	SEWERAGE	SEE DIAG.	THIS PLAN	NORTH EAST REGION WATER AUTHORITY	
E2	DRAINAGE & SEWERAGE	5	LP120060	LOTS IN LP 120060	
E4	SEWERAGE	SEE DIAG.	C/E AC572026Y	NORTH EAST REGION WATER AUTHORITY	
<b>Douglas Gow &amp; Associates</b> Land Surveyors 609 Olive Street, Albury NSW 2640 Ph: (02) 6041 2456 Fax: (02) 6041 2986				LICENSED SURVEYOR [PRINT] DOUGLAS JAMES GOW  SIGNATURE _____ DATE 19/10/1998  REF: 3761P/21/1/D VERSION: D	DATE 26 / 04 / 99  COUNCIL DELEGATE SIGNATURE Original sheet size A3

<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number <b>PS 417815 D</b>
----------------------------	-----------	-----------------------------------



**Douglas Gow & Associates**  
 Land Surveyors  
 609 Olive Street, Albury NSW 2640  
 Ph: (02) 6041 2456 Fax: (02) 6041 2986

ORIGINAL	SCALE
SCALE	1:1250
SHEET SIZE	A3
LENGTHS ARE IN METRES	

LICENSED SURVEYOR (PRINT) DOUGLAS JAMES GOW

SIGNATURE \_\_\_\_\_ DATE 19/10/1998

REF.3761P/21/1/D VERSION D

Sheet 2 of 2 Sheets
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3





**TRANSFER OF LAND**  
Section 45 Transfer of Land Act 1958

Lodged by: -1432-  
Name: PAUL HICKEY  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Ref.: \_\_\_\_\_  
Customer Code: 0604 P



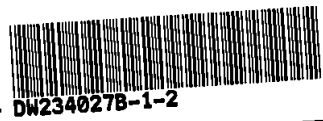
**W234027B**  
190899 0941 45 68  
  
MADE AVAILABLE/CHANGE CONTROL  
Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed—  
—together with any easements created by this transfer;  
—subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and  
—subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio reference)*  
**CERTIFICATE OF TITLE VOLUME 10442 FOLIO 463**

Estate and Interest: *(e.g. "all my estate in fee simple")*  
**ALL OUR ESTATE IN FEE SIMPLE**

Consideration:  
**SIXTY EIGHT THOUSAND DOLLARS (\$68,000.00)**



Transferor: *(full name)*  
**WALTER WIEGELMANN and HELMUT LINK**

Transferee: *(full name and address including postcode)*  
**CHRISTOPHER MICHAEL ROSE and HELEN JOYCE ROSE**  
both of 3 Cedar Lane, Bright, Victoria. 3741 as joint owners.

Directing Party: *(full name)*

Creation and/or Reservation and/or Covenant:

AND (the Purchasers) with the intent that the benefit of these covenants shall be attached to and run at law and in equity with the whole of the land in Plan of Subdivision No. 417815D other than the land hereby transferred and that the burden of these covenants shall be annexed to and run at law and in equity with the said land hereby transferred DO HEREBY for themselves and their transferees, executors, administrators and assignees and as separate covenants COVENANT with (the Vendors) and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision or any part or parts thereof other than the land hereby transferred (the land hereby transferred is hereinafter referred to as "the said land") that the said (Purchasers) shall not on or in respect of the said land:-

Continued on T2 Page 2

Approval No. 571967L **ORDER TO REGISTER**  
Please register and issue title to

**T2**



*12/28/17*

Signed \_\_\_\_\_ Cust. Code: \_\_\_\_\_

STAMP DUTY USE ONLY



*\$1432-*  
**STAMPS ACT 1958**  
TRANS. NO. *01110*  
*1718/199*  
**QUAYLES (03) 9670 9000**

THE BACK OF THIS FORM MUST NOT BE USED

- (i) build, construct or erect or cause to be built constructed or erected on the said land hereby transferred (hereinafter referred to as "the said land") or any part thereof any building other than one private single dwelling house having an area of not less than 130 square metres comprised within the outer walls thereof (such area to be calculated by excluding the area of carport, garage, terraces, pergola or verandah) together with the usual garage and outbuildings.
- (ii) build or allow to be built on the said land any buildings which are not constructed entirely from new materials conforming to the Victorian Building Regulations nor move onto the said land any building which has previously been wholly or partly completed nor any part thereof.
- (iii) erect or cause to be erected on the said land any dwelling having its outer walls manufactured or constructed from materials other than brick, brick veneer, stone, new timber or whole logs and its roof constructed of tiles, slate or colorbonded material.
- (iv) use or permit the said land or any part thereof to be used for carrying on any noxious or offensive trade or any business which involves the storing and garaging or use of plant, vehicles, or materials on the said land or the maintenance of livestock or poultry for commercial purposes or for mining operations or excavation of sand and/or other materials.
- (v) use any garage, barn, shed or other outbuildings or motor trailer, caravan, tent or other moveable accommodation or room on the said land for living or residential purposes.
- (vi) keep or allow to be kept on the land more than two dogs.
- (vii) subdivide or cause to be subdivided the said land.
- (viii) erect or cause to be erected any board, hoarding or other form of advertisement upon the said land or any part thereof other than a sign advertising the intent to sell the lot hereby transferred by private sale or public auction.

Dated: 10<sup>th</sup> of August 1999.

Execution and attestation:

Signed by the Transferors in the State of Victoria in the presence of:

WITNESS

Signed by the Transferors in the State of Victoria in the presence of:

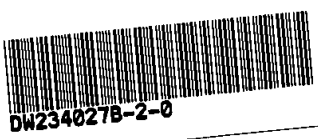
WALTER WIEGELMANN

HELMUT LINK

CHRISTOPHER MICHAEL ROSE

HELEN JOYCE ROSE

WITNESS



Approval No. 571967L

# T2 Page 2



THE BACK OF THIS FORM MUST NOT BE USED

# NORTH EAST WATER

PO Box 863  
WODONGA Vic 3689  
Local Call 1300 361 633

## WATER INFORMATION STATEMENT

Consumer No.: 1215883811  
Certificate No.: 142921  
Date Issued: 03/11/2017  
Your reference: 26688982-023-2

MICHAEL R COLDHAM & ASSOCIATES  
LANDATA  
DELWP ACCOUNTS PAYABLE  
LOCKED BAG 32017  
COLLINS STREET EAST (PRIVATE BOXES) VIC 8003

Property location : 4 BLUE GUM COURT, BRIGHT VIC 3741  
Title details: L2 PS417815D  
Owner (as per our records): J K & B A ATTERIDGE  
Purchaser: UNKNOWN

### STATEMENT OF CHARGES to 03/11/2017

Previously Invoiced to 01/09/2017	\$0.00
<b>Charges for the period 02/09/2017 to 03/11/2017</b>	
Water Usage Bright 35 kls @ 220.28 c/kl	\$77.10
Water Service Charge 20mm Bright 63 days @ 60.97c x 1	\$38.41
Sewerage Service Charge Bright 63 days @ 76.81c x 1	\$48.39

**TOTAL DUE** \$163.90

### METER READING DETAILS

(Estimated reading\* – If an accurate reading is required please apply for a Special meter reading)

\*based on the previous year(s) reads for the corresponding period to the settlement date supplied

Meter No	Previous Reading	Current Reading	Consumption
00W210092	1 September 2017 05602	3 November 2017 05637	35 kL

## ENCUMBRANCE DETAILS

4 BLUE GUM COURT, BRIGHT VIC 3741

**Please note that any items of interest affecting the property are listed below  
(No comments indicates no known encumbrances).**

1. A water main and/or a sewer main traverses the property. Consent is required for any structure or filling within one metre of a North East Water asset.
2. Assessed by: - TT

This statement has been prepared in accordance with Sec 158 Water Act 1989, and includes all amounts outstanding, and all known applicable encumbrances, orders etc on the property.

I certify that the information given in this certificate is true and correct as at the date shown.



**Debbie MacKinlay**  
Manager Customer Service

**Please contact North East Water, prior to settlement, for an update on charges.**

The corresponding BPAY reference numbers for this property are listed below:



**Bill Code:** 3004  
**BPAY Ref. No:** 12158838118



**ALPINE SHIRE**

Assessment Number: 7467  
Issue Date: 02/11/2017  
Certificate Number: 12416

DELWP LANDATA  
ACCOUNTS PAYABLE  
LOCKED BAG 32017  
COLLINS ST EAST VIC 8003

Your Reference: 26688982-012-6

**LAND INFORMATION CERTIFICATE**

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1989, Local Government Act 1958 or under a Local Law of the Council.

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

---

Property Location.....:4 BLUEGUM COURT BRIGHT 3741  
Title.....:LOT: 2 SEC: 7 PS: 417815  
Capital Improved Value .....:\$630,000  
Site Value .....:\$200,000  
Net Annual Value.....:\$31,500  
Operative Valuation Date  
For Rating Purposes.....:05/07/2017  
Level Of Value Date.....:01/01/2016

---

**1. RATES CHARGES AND OTHER MONIES:**

General Rate (non Farming or Comm/Ind) Date Levied 05/07/2017 :	\$3,146.22
Waste Charge - 80L weekly Date Levied 05/07/2017 :	\$217.71
Waste Management Charge Date Levied 05/07/2017 :	\$98.20
Recycle Charge - 240L fortnightly Date Levied 05/07/2017 :	\$89.34
Residential Fire Services Fixed Charge Date Levied 05/07/2017 :	\$107.00
Residential Fire Services Levy Variable Date Levied 05/07/2017 :	\$76.86
Rate Arrears to 30/06/2017:	\$5.29
Interest to 02/11/2017:	\$0.00
Debtors	
Other Monies:	\$0.00
Less Pensioner Rebates:	\$0.00
Less Payments:	-\$941.62
<b>Other Rates and Charges:</b>	
Total Due:	\$2,799.00

**NOTE:** INTEREST WILL BE CHARGED ON OUTSTANDING AMOUNTS AFTER THE DUE DATE OF AN INSTALMENT

---

Assessment Number: 7467  
Certificate Number: 12416

---

**2. OUTSTANDING OR POTENTIAL LIABILITY/SUBDIVISIONAL REQUIREMENT:**

There is no money owed for works under the Local Government Act 1958  
There is no potential liability for rates under the Cultural and Recreational Land Act 1963  
There is no potential liability for land to become rateable under Section 173 or 174A of the Local Government Act 1989  
There is no money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000  
There is no outstanding amount required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes Under Section 18 of the Subdivision Act 1988 or the Local Government Act 1958  
There is no money owed under Section 227 of the Local Government Act 1989  
There is no environmental upgrade charge in relation to the land which is owed under section 181C of the Local Government Act 1989.

---

**3. NOTICES AND ORDERS:**

The following notices and orders on the land have continuing application under the Local Government Act 1958 or under a Local Law of the Council: NO ORDERS APPLICABLE

---

**4. SPECIFIED FLOOD LEVEL:**

Council has not specified flood levels as provided under Regulation 6.2 of the Building Regulations 1994. Information on flood prone land can be obtained from North East Catchment Management Authority or Alpine Shire Building Department.

---

**5. RATES AND CHARGES:**

Rates and Charges for financial year 1 July 2017 to 30 June, 2018. All Rates and Charges due by four (4) instalments due on 30 September 2017, 30 November 2017, 28 February 2018 and 31 May 2018.

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**6. OTHER INFORMATION:**

nil

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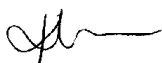
**7. INTEREST, ARREARS AND COSTS**

Any arrears amount(s) shown on the reverse of this certificate will continue to accrue interest on a daily basis, at the prescribed rate until paid in full. Arrears may also incur legal costs. An updated balance should be obtained prior to payment being made.

---

A verbal update of information in this certificate will be provided for up to two (2) months after date of issue. Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the council is authorised to bind Council by the giving of such verbal information.

For settlement purposes, after two (2) months, a new certificate must be applied for. Please note that payments are subject to clearance. Prepared by: HF



AUTHORISED OFFICER

Tuesday, 14 November 2017

Our Ref:KE:9453  
Your Ref:26688982-014-0

LANDATA - DEPARTMENT OF SUSTAINABILITY & ENVIRONMENT  
By email.

Dear Sir/Madam,

**4 BLUEGUM COURT BRIGHT  
LOT: 2 SEC: 7 PS: 417815**

I refer to your recent request for information under Regulation 326 (1) of the Building Regulations 2006 and wish to advise as follows:-

**Details of any Building Permit, Occupancy Permit or Certificate of Final Inspection issued in the preceding 10 years.**

07/10/2016 - BUILDING APPLICATION APPROVAL 2016/276 DWELLING - OTHER ALTS/ADDNS  
06/11/2017 - CERTIFICATE OF FINAL INSPECTION ISSUED

06/07/2016 - BUILDING APPLICATION APPROVAL 2016/191 DWELLING - OTHER ALTS/ADDNS  
12/10/2016 - CERTIFICATE OF FINAL INSPECTION ISSUED

11/04/2013 - BUILDING APPLICATION APPROVAL 2013/109 SHED  
21/04/2015 - CERTIFICATE OF FINAL INSPECTION ISSUED

27/09/2012 - BUILDING APPLICATION APPROVAL 2012/252 AWNING/PERGOLA  
20/08/2014 - CERTIFICATE OF FINAL INSPECTION ISSUED

14/07/2010 - BUILDING APPLICATION APPROVAL 2010/130 DWELLING, CLAD. ALTS/ADDNS  
22/09/2010 - CERTIFICATE OF FINAL INSPECTION ISSUED

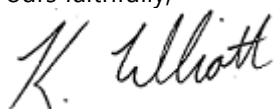
06/10/2008 - BUILDING APPLICATION APPROVAL 2008/194 SHED/OUTBUILDING - ALTS/ADDNS  
29/09/2010 - CERTIFICATE OF FINAL INSPECTION ISSUED

16/01/2008 - BUILDING APPLICATION APPROVAL 2008/12 CARPORT  
07/12/2009 - CERTIFICATE OF FINAL INSPECTION ISSUED

**Details of any Statement issued under Regulation 502 or 503 of the Building Regulations 2006; details of any current Notice or Order issued by the Relevant Building Surveyor under the Act.**

Nil

Yours faithfully,



**Kathryn Elliott**  
**Building Administration Officer**  
**Planning & Amenity Department**



# Planning Property Report

from [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 02 November 2017 09:57 AM

**Address:** 4 BLUEGUM COURT BRIGHT 3741

**Lot and Plan Number:** Lot 2 PS417815

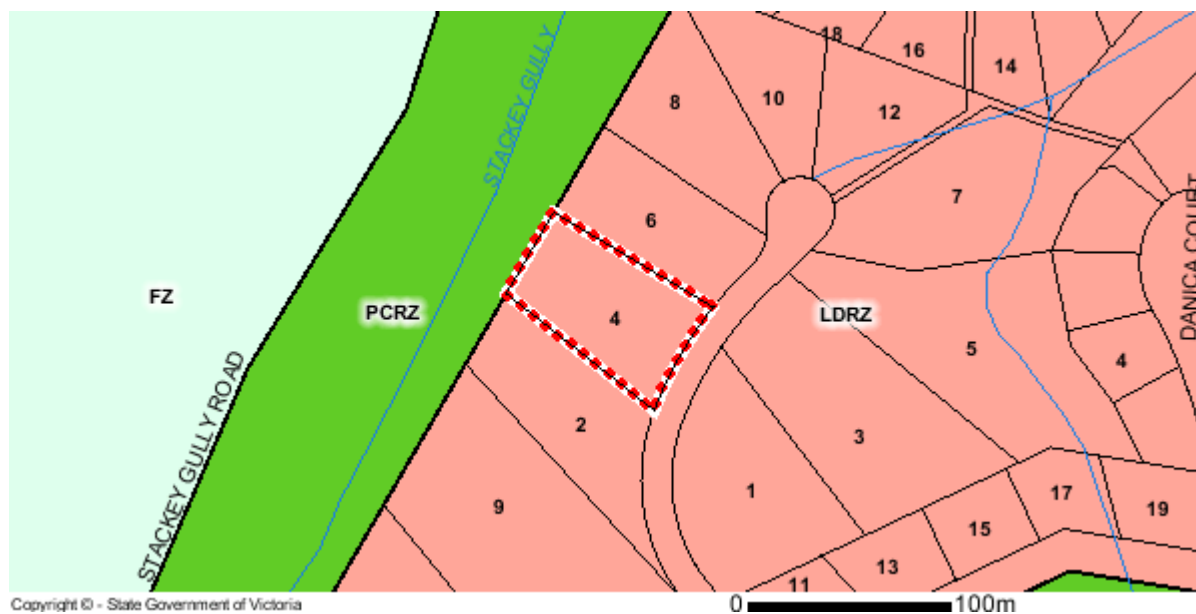
**Local Government (Council):** ALPINE **Council Property Number:** 7467

**Directory Reference:** VicRoads 661 L3

## Planning Zone

LOW DENSITY RESIDENTIAL ZONE (LDRZ)

SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE (LDRZ)



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

### Zones Legend

ACZ - Activity Centre	IN1Z - Industrial 1	R1Z - General Residential
B1Z - Commercial 1	IN2Z - Industrial 2	R2Z - General Residential
B2Z - Commercial 1	IN3Z - Industrial 3	R3Z - General Residential
B3Z - Commercial 2	LDRZ - Low Density Residential	RAZ - Rural Activity
B4Z - Commercial 2	MUZ - Mixed Use	RCZ - Rural Conservation
B5Z - Commercial 1	NRZ - Neighbourhood Residential	RDZ1 - Road - Category 1
C1Z - Commercial 1	PCRZ - Public Conservation & Resource	RDZ2 - Road - Category 2
C2Z - Commercial 2	PDZ - Priority Development	RGZ - Residential Growth
CA - Commonwealth Land	PPRZ - Public Park & Recreation	RLZ - Rural Living
CCZ - Capital City	PUZ1 - Public Use - Service & Utility	RUZ - Rural
CDZ - Comprehensive Development	PUZ2 - Public Use - Education	SUZ - Special Use
DZ - Dockland	PUZ3 - Public Use - Health Community	TZ - Township
ERZ - Environmental Rural	PUZ4 - Public Use - Transport	UFZ - Urban Floodway
FZ - Farming	PUZ5 - Public Use - Cemetery/Crematorium	UGZ - Urban Growth
GRZ - General Residential	PUZ6 - Public Use - Local Government	Urban Growth Boundary
GWAZ - Green Wedge A	PUZ7 - Public Use - Other Public Use	
GWZ - Green Wedge	PZ - Port	

+++++ Railway    +--+ Tram    ——— River, stream    Lake, waterbody

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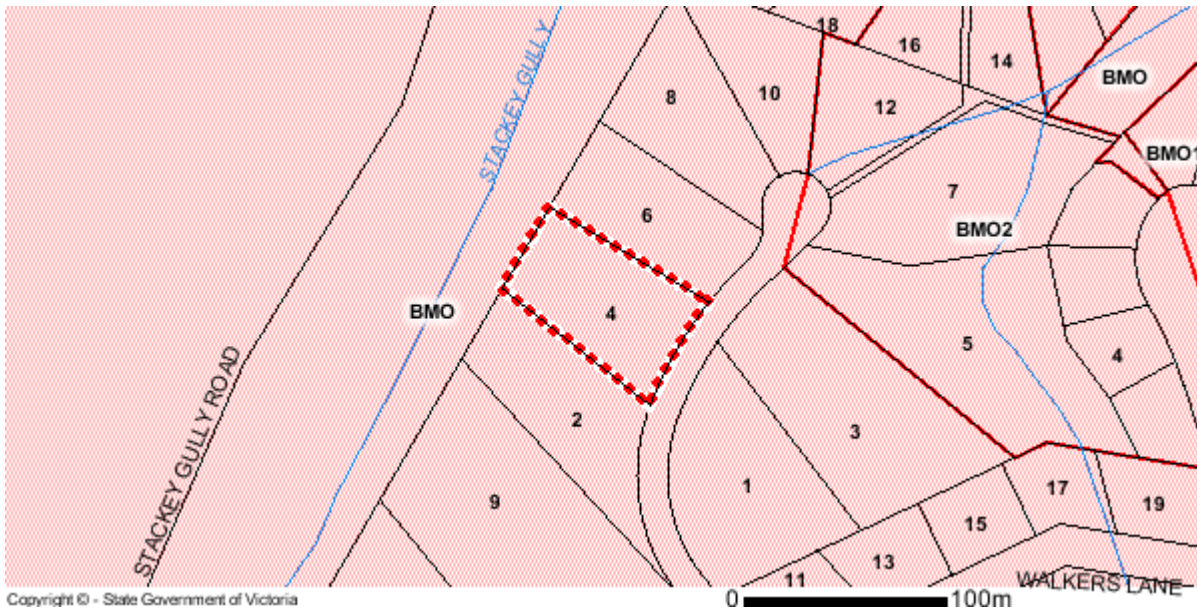
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Environment,  
Land, Water  
and Planning

## Planning Overlay

### BUSHFIRE MANAGEMENT OVERLAY (BMO)



#### Overlays Legend

AEO - Airport Environs	IPO - Incorporated Plan
BMO - Bushfire Management	LSIO - Land Subject to Inundation
CLPO - City Link Project	MAEO1 - Melbourne Airport Environs 1
DCPO - Development Contributions Plan	MAEO2 - Melbourne Airport Environs 2
DDO - Design & Development	NCO - Neighbourhood Character
DDOPT - Design & Development Part	PO - Parking
DPO - Development Plan	PAO - Public Acquisition
EAO - Environmental Audit	RO - Restructure
EMO - Erosion Management	RCO - Road Closure
ESO - Environmental Significance	SBO - Special Building
FO - Floodway	SLD - Significant Landscape
HO - Heritage	SMO - Salinity Management
ICPD - Infrastructure Contributions Plan	SRO - State Resource
Railway	VPO - Vegetation Protection
Tram	Lake, waterbody
River, stream	

Note: due to overlaps some colours on the maps may not match those in the legend.

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## Areas of Aboriginal Cultural Heritage Sensitivity

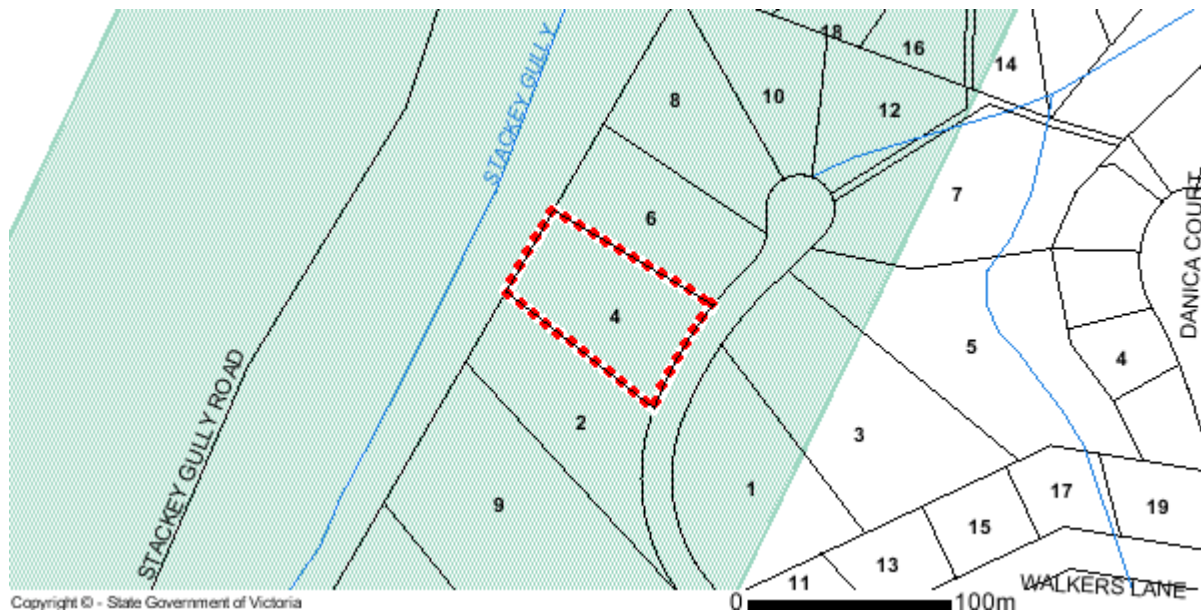
This property is within, or is affected by, one or more areas of cultural heritage sensitivity as described in the Aboriginal Heritage Regulations 2007.

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](#)



**Aboriginal Cultural Heritage Sensitivity**

- Aboriginal Cultural Heritage Sensitivity
- Selected Land
- Railway
- Tram
- River, stream
- Lake, waterbody

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## Further Planning Information

Planning scheme data last updated on 30 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](#)

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)

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## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Michael R Coldham & Associates C/- InfoTrack  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 357115

NO PROPOSALS. As at the 2nd November 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®.

4 BLUEGUM COURT, BRIGHT 3741  
ALPINE SHIRE

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: 2nd November 2017

Telephone enquiries regarding content of certificate: 13 11 71

# Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / MICHAEL R COLDHAM & ASSOCIATES

Your Reference: 17148

Certificate No: 17360706

Issue Date: 02 NOV 2017

Enquiries: ESYSPROD

Land Address: 4 BLUEGUM COURT BRIGHT VIC 3741

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
27558783	2	417815	10442	463	\$200,000	\$0.00

Vendor: BRONWEN ATTERIDGE & JAMES ATTERIDGE

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
MR JAMES KEVIN ATTERIDGE	2017	\$0.00	\$0.00	\$0.00

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
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Comments: Property is exempt: LTX Principal Place of Residence.

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)

Paul Broderick  
Commissioner of State Revenue

TAXABLE VALUE: \$200,000

AMOUNT PAYABLE: \$0.00

## Land Tax Clearance Certificate - Remittance Advice

Certificate No: 17360706

Land ID: 27558783

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.

# Notes to certificates under Section 105 of the *Land Tax Act 2005*

Certificate No: 17360706

- 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.
- 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.
- 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.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
- 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.
- 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
  - the vendor, or
  - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- 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.
- 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.
- 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.
- 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.
- 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 \$200,000

Land Tax = \$0.00

Calculated as \$0 plus ( \$200,000 - \$0) multiplied by 0.000 cents.

## Further information

<b>Internet</b>	<a href="http://www.sro.vic.gov.au">www.sro.vic.gov.au</a>
<b>Email</b>	<a href="mailto:sro@sro.vic.gov.au">sro@sro.vic.gov.au</a> (Attn: Land Tax)
<b>Phone</b>	13 21 61 (local call cost)
<b>Fax</b>	03 9628 6853
<b>Mail</b>	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

# 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](https://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.