

# 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**                    **9 Byrne Court, Mildura 3500**                    **Ref 210588**

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 ...../...../2021

**Print name(s) of person(s) signing:**

.....

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

This offer will lapse unless accepted within [ 0 ] clear business days (3 clear business days if none specified)

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

..... on ...../...../2021

**Print name(s) of person(s) signing:**                    **CARRAMAR ESTATE PTY LTD ACN 002559382**

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

\*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

Collier & Tierney (Mildura) Pty Ltd trading as First National Real Estate Collier & Tierney  
67 Lime Avenue, Mildura, VIC 3502

Email: TMartin@ctfnre.com.au

Tel: 03 5023 9928      Mob:                                      Fax:      Ref:                                      Tyler Martin

#### Vendor

#### CARRAMAR ESTATE PTY LTD ACN 002559382

Email:

#### Vendor's legal practitioner or conveyancer

#### Petersen Westbrook Cameron Pty Ltd

121 McCrae Street, Bendigo VIC 3550  
PO Box 132, Bendigo VIC 3552

Email: nathan@petersenwestbrook.com.au

Tel: 03 5443 9499      Mob:                                      Fax: 03 5443 9339      Ref: NHH:210588

#### 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	9281	Folio	418
			12
			PS123644
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:      **9 Byrne Court, Mildura 3500**

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

All Landlords fixtures and fittings

**Payment** (general condition 11)

Price	\$	
Deposit	\$	Upon signing hereof
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

**Going concern**

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 30/60/90 days from the date hereof**

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

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

**Lease** (general condition 1.1)

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

**Subject to lease**

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

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

See attached.

**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.

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

**Special conditions**

# Special Conditions

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

- each special condition is numbered;
  - the parties initial each page containing special conditions;
  - a line is drawn through any blank space remaining on this page; and
  - attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)
- 

## 1A Acceptance of title

General condition 12.4 is added:

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

## 1B Foreign resident capital gains withholding

- 1B.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.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 1B.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
  - (b) ensure that the representative does so.
- 1B.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition;
- despite
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.



## 2 Electronic Conveyancing

EC

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

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

## 3. Auction

The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

## 4. Vendor's Statement

The Purchaser acknowledges that before executing this Contract of Sale he has received a Statement in accordance with the provisions of Section 32 of the Sale of Land Act 1962.

## 5. Identity

The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars referred to in the Particulars of Sale. The Purchaser shall not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the costs of doing so. Condition 3 of Table 'A' of the Transfer of Land Act 1958 and Condition 3 of the Third Schedule of the Property Law Act 1958 shall not apply to this Contract.

6. **Town Planning**

The Purchaser buys subject to any restriction on user imposed by and to the provisions of the responsible authority (if it affects the land hereby sold) and any other Town Planning Scheme or Interim Development Order affecting the land and also the Town and Country Planning Acts.

7. **Conveyancer**

If either party is represented by a Conveyancing Company or other Conveyancing representative (other than a legal practitioner) as shown in the Particulars hereof then that representative shall for the purposes of this Contract be referred to as "the Conveyancer" for that party and Condition 13 of Table A or the Third Schedule (as the case may be) shall be read and construed as if the words "or Conveyancer" were added after the words "legal practitioner" wherever occurring therein.

8. **Guarantee**

8.1 If the Purchaser is or includes a corporation which is not listed on the main board of an Australian Stock Exchange, the Purchaser shall procure the execution of the attached guarantee by each of the Directors of the Corporation within seven days from the date of that request.

8.2 If the Purchaser is requested to have the guarantee executed in accordance with this special condition and any person required to execute the guarantee fails to do so within seven days of the request, the Vendor may rescind this contract by written notice to the purchaser. Time shall be of the essence of this special condition.

9. **COVID-19**

9.1 Application of Clause

This clause applies if either the vendor or purchaser ("the Affected Party"):

- (a) Is infected by the COVID-19 virus;
- (b) Is placed into quarantine or self-isolation in the property due to a COVID-19 infection;
- (c) Is directed by relevant authorities to self-isolate in the property due to a COVID-19 infection;
- (d) Is hospitalised for treatment of a COVID-19 infection; or
- (e) Requires care for a member of their household or family in the property who is directly affected by any of the circumstances referred to in subclauses 9.1 (a) – (d)

9.2 Delayed Completion

If any of the circumstances referred to in the clause 9.1 apply and will prevent the Affected Party from completing this contract on the Completion Date, then the following provisions shall apply despite any other provisions of this contract:

- (a) The Affected Party must provide sufficient relevant documentation (including such as may be reasonably required by the other party) as evidence of the circumstances referred to in subclause 9.1 (a) – (e);
  - (b) As soon as the Affected Party has been cleared by a medical practitioner and/or discharged from a hospital and/or (in the case of the vendor) permitted to leave the property, the Affected Party must immediately notify the other party of this in writing ("**Clearance Notice**");
  - (c) The other party cannot issue a default notice until after the Affected Party has provided a Clearance Notice to the other party in accordance with subclause 9.2 (b);
  - (d) If a default notice has not been issued, completion shall take place 5 Business Days after the date the Clearance Notice is provided to the other party; and
  - (e) It is an essential condition of this contract that, if the vendor is the Affected Party, the vendor must ensure that the property is vacated and thoroughly disinfected at least 24 hours before the date fixed for settlement in accordance with this clause 9.2 (including, without limitation, by vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mopping floors.
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# General Conditions

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

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## 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 sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the Banking Act 1959 (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts 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

2021

**CARRAMAR ESTATE PTY LTD ACN 002559382**

to

---

**CONTRACT OF SALE OF REAL ESTATE**

---

**Property: 9 Byrne Court, Mildura 3500**

**PETERSEN WESTBROOK CAMERON PTY LTD**

Lawyers

121 Mccrae Street  
Bendigo VIC 3550

Tel: 03 5443 9499

Fax: 03 5443 9339

Ref: NHH:210588

## **GUARANTEE**

We the Guarantors whose names addresses and descriptions are set out in the Schedule hereto (hereinafter called ‘the Guarantors’) in consideration of the within named Vendors selling to the within named Purchaser at our request the property described in the within Contract for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective Executors and Administrators jointly and severally covenant with the said Vendors that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other moneys payable by the Purchaser to the Vendors under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendors pay to the Vendors the whole of such deposit residue of purchase money interest charges or other moneys which shall then be due and payable to the Vendors and as a separate and independent obligation we further jointly and severally undertake to keep the Vendors indemnified against all loss of purchase money interest and other moneys payable under the within Contract and all losses costs charges and expenses whatsoever which the Vendors may incur by reason of any default as aforesaid or repudiation on the part of the Purchaser. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by any neglect or forbearance on the part of the Vendors in enforcing payment of any of the moneys payable under the within Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or by time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us or Executors or Administrators.

## **SCHEDULE**

### **Guarantors**

1. Full Name:  
Address:  
Occupation:
  
2. Full Name:  
Address:  
Occupation:

**IN WITNESS** whereof the said Guarantors have hereunto set their hands and seals  
the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**SIGNED SEALED AND DELIVERED** )  
by the said )  
in the presence of: )

**SIGNED SEALED AND DELIVERED** )  
by the said )  
in the presence of: )



# 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>	9 Byrne Court, Mildura 3500	
<b>Vendor's name</b>	Carramar Estate Pty Ltd ACN 002559382	<b>Date</b> / /
<b>Vendor's signature</b>	Director/Secretary	
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

# 1. FINANCIAL MATTERS

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

(a) 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 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.

Not Applicable.

# 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 documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.
--

## 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 under section 192A of 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:

Nil.

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:

Nil.

**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):

Not Applicable.

**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*.

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:

Electricity 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

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

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 1000m<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.)*

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

### 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)*

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

VOLUME 09281 FOLIO 418

Security no : 124090902974X  
Produced 01/07/2021 02:56 PM

LAND DESCRIPTION

Lot 12 on Plan of Subdivision 123644.

PARENT TITLES :

Volume 03077 Folio 268      Volume 03137 Folio 321      Volume 08126 Folio 527  
Created by instrument LP123644 15/08/1978

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

CARRAMAR ESTATE PTY LTD of 134 RESERVE ROAD PIANGIL VIC 3597  
AH050543V 20/02/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH050544T 20/02/2010

COMMONWEALTH BANK OF AUSTRALIA

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

DIAGRAM LOCATION

SEE LP123644 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: 9 BYRNE COURT MILDURA VIC 3500

ADMINISTRATIVE NOTICES



-----  
NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA  
Effective from 23/10/2016

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

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

**LP123644**  
**EDITION 5**  
APPROVED 1/12/77

PLAN OF SUBDIVISION OF PART OF CROWN PORTION I BLOCK F  PARISH OF MILDURA COUNTY OF KARKAROOO  SCALE 20 10 0 20 40 LENGTHS ARE IN METRES	CONSENT OF COUNCIL	SURVEYORS CERTIFICATION	APPROPRIATIONS The land coloured blue is set apart for water supply purposes. The land coloured green is set apart for drainage and sewerage purposes. The land coloured brown is set apart for way and drainage.
	ENCUMBRANCES AND OTHER NOTATIONS		

CHART NO. 19

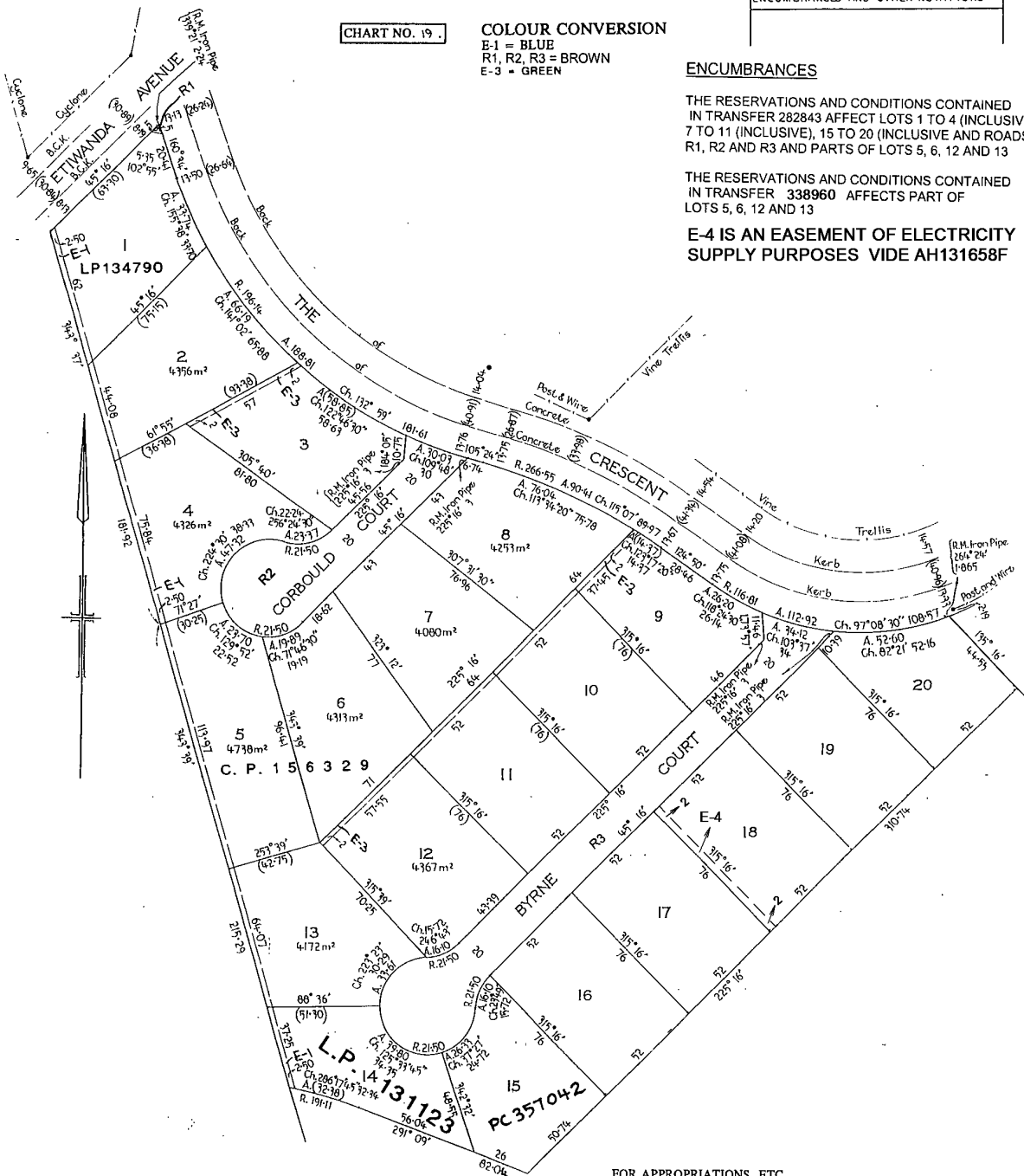
**COLOUR CONVERSION**  
E-1 = BLUE  
R1, R2, R3 = BROWN  
E-3 = GREEN

**ENCUMBRANCES**

THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER 282843 AFFECT LOTS 1 TO 4 (INCLUSIVE), 7 TO 11 (INCLUSIVE), 15 TO 20 (INCLUSIVE AND ROADS R1, R2 AND R3 AND PARTS OF LOTS 5, 6, 12 AND 13

THE RESERVATIONS AND CONDITIONS CONTAINED IN TRANSFER 338960 AFFECTS PART OF LOTS 5, 6, 12 AND 13

E-4 IS AN EASEMENT OF ELECTRICITY SUPPLY PURPOSES VIDE AH131658F



FOR APPROPRIATIONS, ETC,  
SEE BACK HEREOF

SUBDIVISIONAL  
CERTIFICATE OF TITLE V.3137 ..... F.321.....

V.3077 ..... F.268.....

V.8126 ..... F.527.....

LP 123644.....  
BACK OF SHEET .....

**FOR TITLE REFERENCES TO LOTS  
SEE PARCELS INDEX**

LODGED BY HILLARDS.....

DEALING No..... DATE 29th July 1977

DECLARED BY THOMAS WILLIAM THOMSON

ON 6th/May/1977

COUNCIL..... CITY OF MILDURA.....

DATE OF CONSENT 12th/May/1977

PLAN MAY BE LODGED...../...../.....

PLAN APPROVED. DATE 1st/Dec/1977 TIME 2.00<sup>p.m.</sup>

THE LAND COLOURED blue  
APPROPRIATED OR SET APART  
FOR EASEMENTS OF water supply  
purposes.

THE LAND COLOURED green  
APPROPRIATED OR SET APART  
FOR EASEMENTS OF drainage  
& sewerage purposes.

THE LAND COLOURED BROWN IS  
APPROPRIATED OR SET APART  
FOR EASEMENTS OF WAY &  
drainage.



# Property Report

from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 05 July 2021 10:02 AM

**Address:** 9 BYRNE COURT MILDURA 3500

**Lot and Plan Number:** Lot 12 LP123644

**Standard Parcel Identifier (SPI):** 12\LP123644

**Local Government (Council):** MILDURA **Council Property Number:** 11617

**Directory Reference:** VicRoads 535 R8

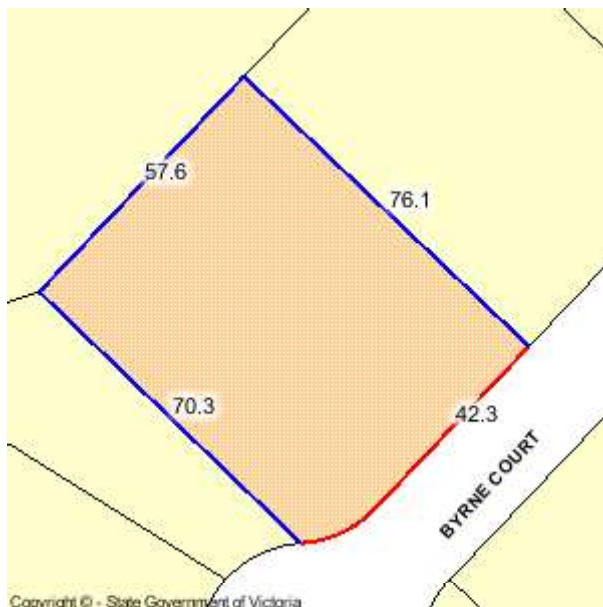
**This property is not in a designated bushfire prone area.**

**No special bushfire construction requirements apply. Planning provisions may apply.**

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

## Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



**Area:** 4367 sq. m

**Perimeter:** 263 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

11 dimensions shorter than 2m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## State Electorates

**Legislative Council:** NORTHERN VICTORIA

**Legislative Assembly:** MILDURA

## Utilities

**Rural Water Corporation:** Lower Murray Water

**Urban Water Corporation:** Lower Murray Water

**Melbourne Water:** outside drainage boundary

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

Planning information continued on next page

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Read the full disclaimer at [www.land.vic.gov.au/home/copyright-and-disclaimer](http://www.land.vic.gov.au/home/copyright-and-disclaimer)

## Planning Zone Summary

- Planning Zone:** INDUSTRIAL 1 ZONE (IN1Z)  
SCHEDULE TO THE INDUSTRIAL 1 ZONE (IN1Z)
- Planning Overlays:** DESIGN AND DEVELOPMENT OVERLAY (DDO)  
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 4 (DDO4)  
SPECIFIC CONTROLS OVERLAY (SCO)  
SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 30 June 2021.

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

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

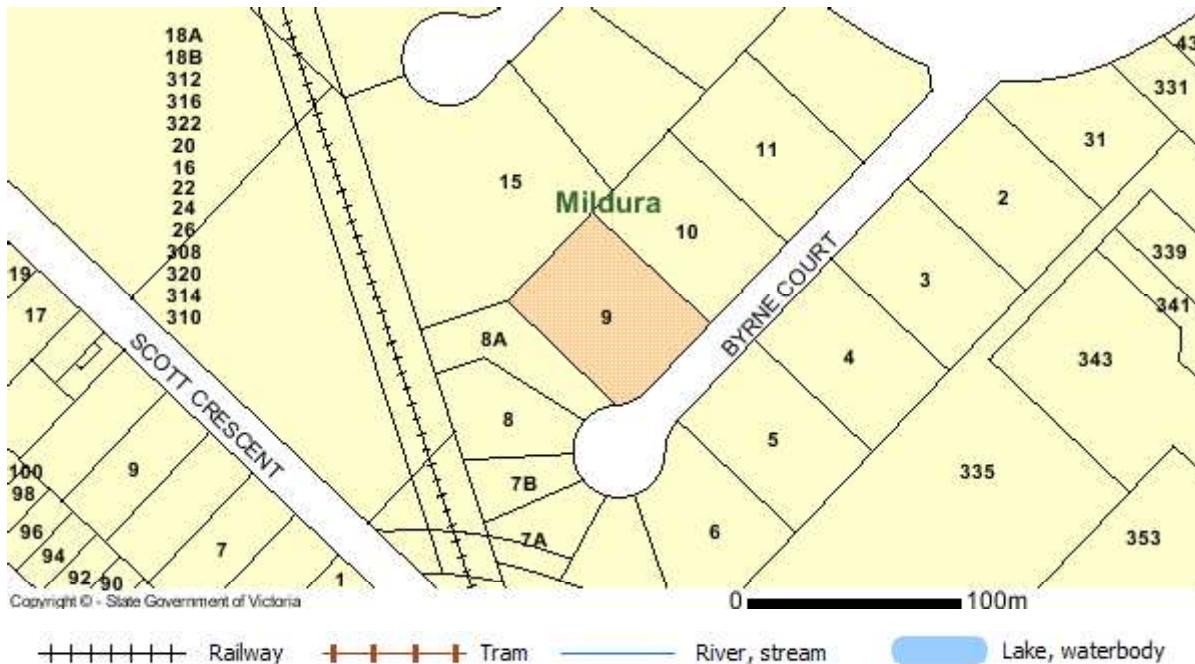
The Planning Property Report includes separate maps of zones and overlays

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

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

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

## Area Map



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## PROPERTY DETAILS

Address: **9 BYRNE COURT MILDURA 3500**  
 Lot and Plan Number: **Lot 12 LP123644**  
 Standard Parcel Identifier (SPI): **12\LP123644**  
 Local Government Area (Council): **MILDURA**  
 Council Property Number: **11617**  
 Planning Scheme: **Mildura**  
 Directory Reference: **VicRoads 535 R8**

[www.mildura.vic.gov.au](http://www.mildura.vic.gov.au)

[planning-schemes.delwp.vic.gov.au/schemes/mildura](http://planning-schemes.delwp.vic.gov.au/schemes/mildura)

## UTILITIES

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

## STATE ELECTORATES

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

## Planning Zones

[INDUSTRIAL 1 ZONE \(IN1Z\)](#)

[SCHEDULE TO THE INDUSTRIAL 1 ZONE \(IN1Z\)](#)



- GRZ - General Residential
- IN1Z - Industrial 1
- PUZ4 - Public Use - Transport
- RDZ1 - Road - Category 1

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



## Planning Overlays

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 4 (DDO4)



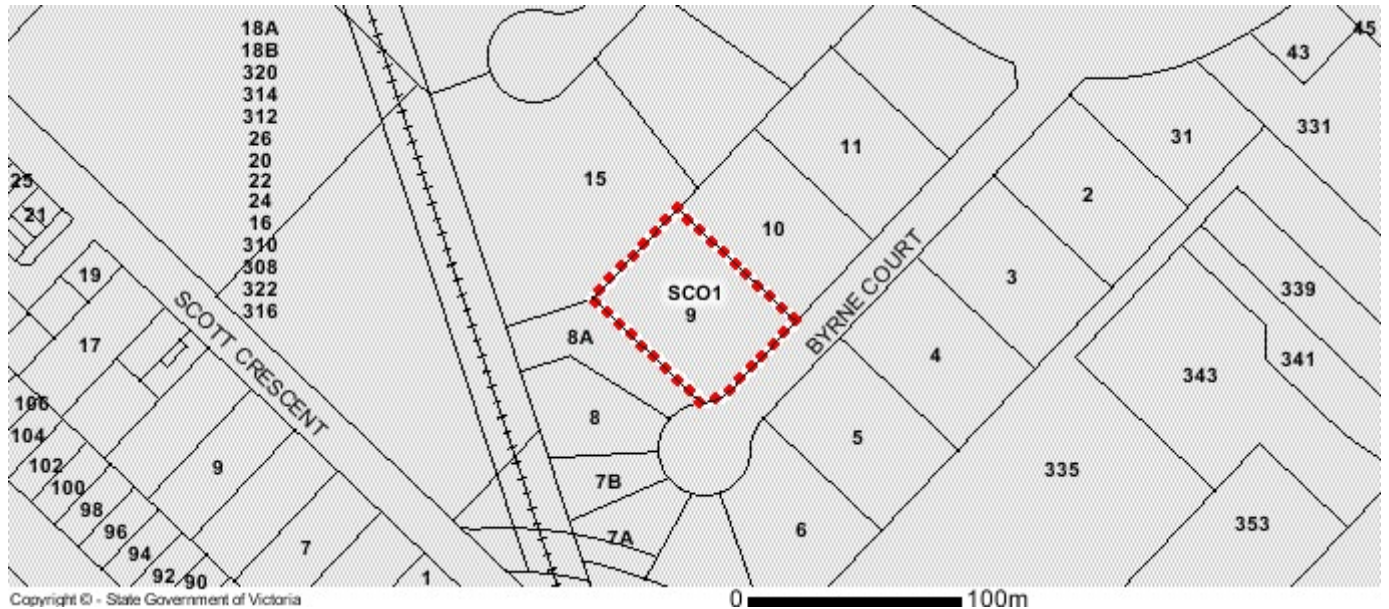
Copyright © - State Government of Victoria

DDO - Design and Development

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

### SPECIFIC CONTROLS OVERLAY (SCO)

#### SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



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SCO - Specific Controls

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



## Further Planning Information

Planning scheme data last updated on 30 June 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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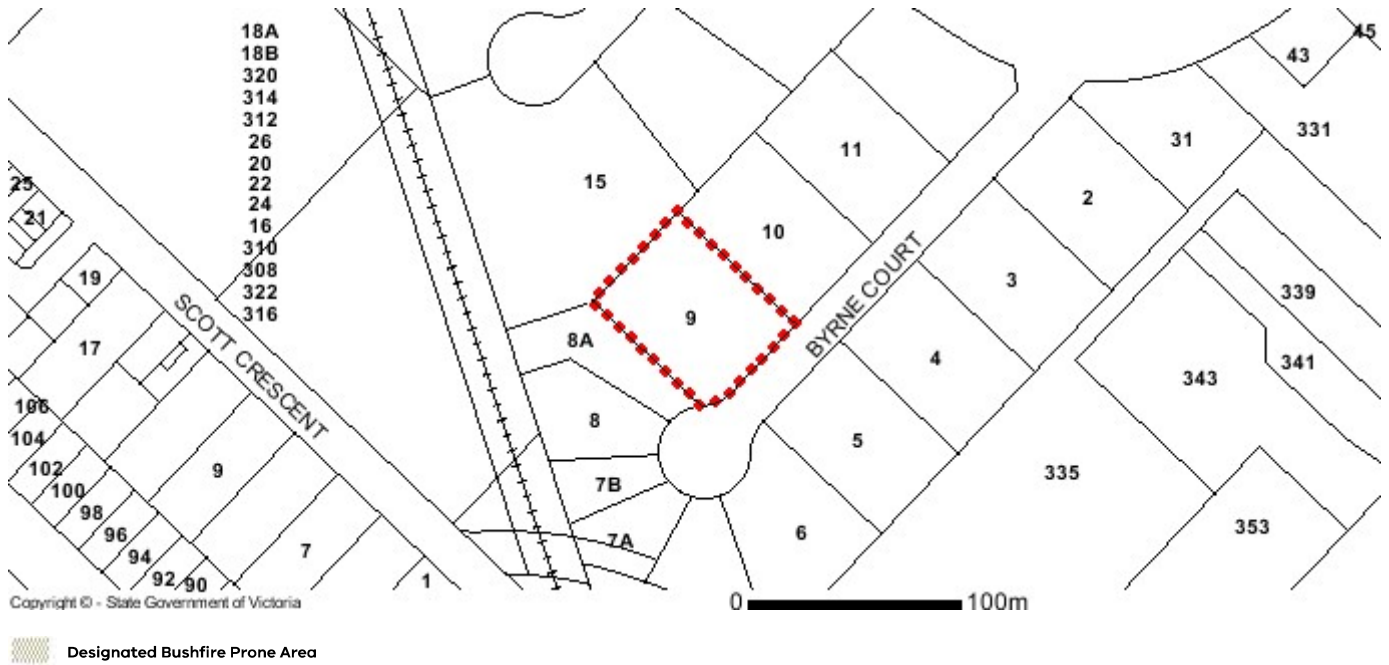
For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <http://mapshare.maps.vic.gov.au/vicplan>

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

## Designated Bushfire Prone Area

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



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

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

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

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

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

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

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

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

762664

## APPLICANT'S NAME & ADDRESS

PETERSEN WESTBROOK CAMERON C/- INFOTRACK C/-  
LANDATA

MELBOURNE

## VENDOR

CARRAMAR ESTATE PTY LTD

## PURCHASER

..

## REFERENCE

351128

This certificate is issued for:

LOT 12 PLAN LP123644 ALSO KNOWN AS 9 BYRNE COURT MILDURA  
MILDURA RURAL CITY

The land is covered by the:

MILDURA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a INDUSTRIAL 1 ZONE
- is within a SPECIFIC CONTROLS OVERLAY - SCHEDULE 1
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 4

A detailed definition of the applicable Planning Scheme is available at :  
(<http://planningschemes.dpcd.vic.gov.au/schemes/mildura>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

(<http://vhd.heritage.vic.gov.au/>)

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

Copies of Planning Schemes and  
Amendments can be inspected at the  
relevant municipal offices.

LANDATA®  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

16 July 2021

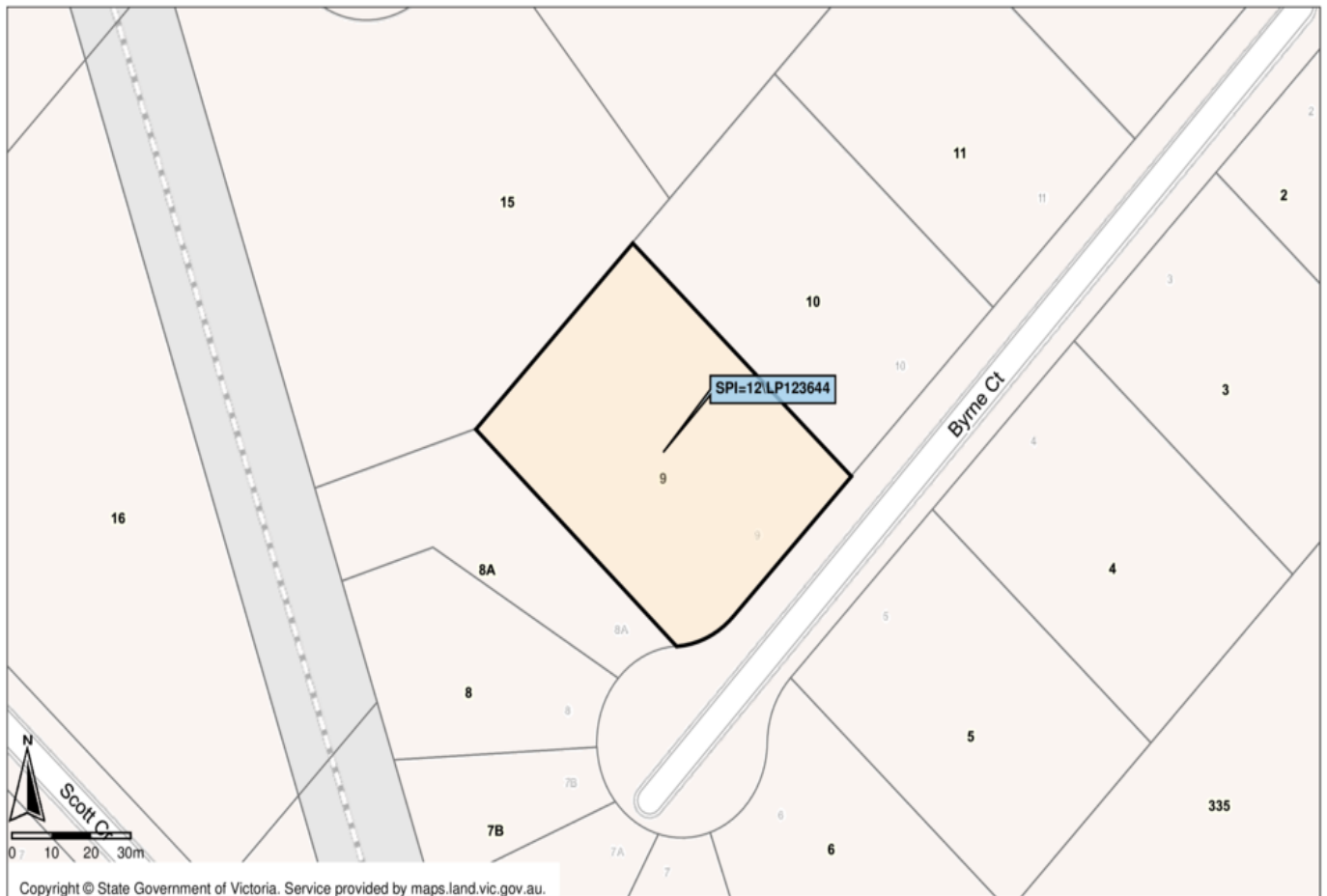
**Hon. Richard Wynne MP**  
**Minister for Planning**

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email [landata.enquiries@delwp.vic.gov.au](mailto:landata.enquiries@delwp.vic.gov.au).

**Please note: The map is for reference purposes only and does not form part of the certificate.**



---

### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

#### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.



Mildura Rural City Council

**Request For Building Information**  
Pursuant to regulation 51 Building Regulation 2018

**Applicant's Name and Address:**

**Landata**  
**Landata.online@victorianlrs.com.au**

<b>File:</b>	<b>PA11617</b>
<b>Your Ref:</b>	<b>50809269-016-6</b>
<b>Date Issued:</b>	<b>6 July 2021</b>

<b>Property Address:</b>	<b>9 Byrne Court – MILDURA</b> <b>Lot 12 on Plan of Subdivision 123644</b> <b>Volume 09281 Folio 418</b>
--------------------------	--

N.B. Please see page 2 for Salinity Statement

**Regulation 51 (1)**

(A) Details of any permit or certificate of final inspection issued in the preceding 10 years

Nil

(B) Details of any current statement issued under regulation 64(1) or 231(2) of these regulations

Nil

(C) Details of any current notice or order issued by the relevant building surveyor under the Act.

Nil

**Signed:**  
**MARK YANTSES**  
**MUNICIPAL BUILDING SURVEYOR**

**N.B.** Please note that information on this form is taken from Council records and is **NOT** evidence that illegal building works do not exist in relation to this property.

**ATTACHMENT TO REQUEST FOR INFORMATION  
BUILDING REGULATION 51  
SALINITY AFFECTING THE MUNICIPALITY**

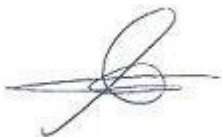
Some land within the municipality of the Mildura Rural City Council contains high levels of salt resulting in a condition commonly referred to as 'salinity'. Salinity can result in 'salt damp' or 'rising damp and salt attack' which can cause damage to certain building materials such as concrete and masonry.

Council recommends that you make your own inquiries regarding the presence of high salinity on land which you own or are considering to purchase.

If you are proposing to construct buildings on land in the municipality, you should ascertain whether or not special measures should be taken during the construction of these buildings to minimise any effects that salinity may have.

Council provides this information to assist you to make informed decisions about existing buildings or the construction of new buildings in high salinity areas.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Mark Yantses', with a horizontal line extending to the left.

**Mark Yantses**

**MUNICIPAL BUILDING SURVEYOR**

MY/jb



Mildura Rural City Council

# Land Information Certificate

Date of certificate: 3 July 2021

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 24899

Assessment No: 11617

Your Reference: 50662461-014-9

## Applicant Details

Landata  
DX 250639  
EAST MELBOURNE VIC 3002

## Property Address: 9 Byrne Court MILDURA

Description: Lot: 12 Sec: 16 Blk: F LP: 123644

Area: 4,367.0000 Square Metres

Capital Improved Value	\$879,000
Site Value	\$327,000
Net Annual Value	\$75,000
Base Date:	01/01/2021

## RATES, CHARGES AND OTHER MONIES: FOR THE 2021-2022 FINANCIAL YEAR

(Current rates and charges are payable in one lump sum by 15 February or by quarterly instalments due (1<sup>st</sup>) 30 September, (2<sup>nd</sup>) 30 November, (3<sup>rd</sup>) 28 February and (4<sup>th</sup>) 31 May of this financial year.)

Business Rate	\$6,255.49
Waste Management - Commercial/Industrial	\$461.03
Industrial Fire Levy (Fixed)	\$233.00
Industrial Fire Levy (Variable)	\$789.34
Rate Arrears to 30/06/2021:	\$0.00
Interest to 03/06/2021:	\$0.00
Other Monies:	\$0.00
Less Rebates:	\$0.00
Less Payments:	\$0.00

<b>Total Rates &amp; Charges Due:</b>	<b>\$7,738.86</b>
---------------------------------------	-------------------

### Additional Monies Owed:

Debtor Balance Owing:

<b>Total Rates &amp; Charges &amp; Additional Monies Owed:</b>	<b>\$7,738.86</b>
--	-------------------

**Pay via BPay** Biller Code: 93922

Reference Number: 116178

For further information contact  
Rates Department  
Mildura Rural City Council  
PO Box 105, Mildura Vic 3502; or  
DX 50014, Mildura  
Telephone: (03) 5018 8122

Certificate updates  
Certificates are valid for 90 days from the original date of issue. Updates may be requested by the applicant only. All update requests must be submitted via the following email address:  
[helpdesk-revenue@mildura.vic.gov.au](mailto:helpdesk-revenue@mildura.vic.gov.au)



Mildura Rural City Council

# Land Information Certificate

Date of certificate: 3 July 2021

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 24899

Assessment No: 11617

Your Reference: 50662461-014-9

**Property Address: 9 Byrne Court MILDURA 3500**

Description: Lot: 12 Sec: 16 Blk: F LP: 123644

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

There are no monies owed for works under the **Local Government Act 1958** or earlier act.

There are no monies owed under Section 94(5) of the **Electricity Industry Act 2000**.

There is no potential liability for rates under the **Cultural and Recreational Lands Act 1963**.

There is not any outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the **Subdivision Act 1988** or the **Local Government Act 1958**.

There are not any notices or orders on the land that have been served by Council under the **Local Government Act 1958**, **Local Government Act 1989**, any other Act or regulation, or under a local law of the Council, which have a continuing application as at the date of this certificate.

There is not a potential liability for the land to become rateable under Section 173 or 174A of the **Local Government Act 1989** unless stated in 'Please Note'.

There is no money owed under Section 227 of the **Local Government Act 1989**.

This certificate is not required to (and does not) 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.

## PLEASE NOTE:

I hereby certify that the information given in this certificate is a true and correct disclosure of rates and other monies payable to the Mildura Rural City Council as at the above date, together with any notices served pursuant to the Local Government Act, Local Law or any other Act.

.....David Clohesy..... **DELEGATED OFFICER**

RECEIPT OF \$27.40 ACKNOWLEDGED, BEING THE FEE FOR THIS CERTIFICATE.





## LOWER MURRAY WATER

Statement No: IS22/85877  
Page: 1 of 2  
Our Ref: 830  
Issue Date: 15/07/2021  
Your Ref: 50809269-034-0

LANDATA  
DX 250639  
EAST MELBOURNE

Statement showing Tariffs, Charges & Interest due within Financial Year Ending 30/06/2021.

Owner Name(s) CARRAMAR ESTATE PTY LTD  
Situate: 9 BYRNE COURT MILDURA VIC 3500  
Description: Lot 12 LP 123644 Blk F Sec 16 Vol 9281 Fol 418

Lower Murray Water hereby states that the above described property has the following Tariffs and Charges raised on the Property and the amounts are due and payable to Lower Murray Water.

**NOTE: ALL ARREARS SHOWING ON THIS STATEMENT MUST BE PAID IN FULL ON SETTLEMENT.  
NOTE: THIS STATEMENT IS VALID FOR A PERIOD OF THIRTY DAYS FROM DATE OF ISSUE  
OR UNTIL THE END OF THE CURRENT PERIOD AS STATED BELOW**

### TARIFFS AND CHARGES

TARIFFS & CHARGES LEVIED for period:	1/07/2021 to 30/09/2021	
Fire Service Charge		47.16
Sewerage Service Tariff		122.38
Water Service Tariff		207.36
Water by Measure to 7/6/2021		59.29

Balance Due	\$436.19
-------------	----------

**Mildura (Head Office)**  
T 03 5051 3400  
741-759 Fourteenth Street  
Mildura Victoria 3500  
PO Box 1438  
Mildura Victoria 3502  
AUSDOC DX 50023

**Swan Hill (Area Office)**  
T 03 5036 2150  
73 Beveridge Street  
Swan Hill Victoria 3585  
PO Box 1447  
Swan Hill Victoria 3585  
AUSDOC DX 30164

**Kerang (Area Office)**  
T 03 5450 3960  
56 Wellington Street  
Kerang Victoria 3579  
PO Box 547  
Kerang Victoria 3579  
AUSDOC DX 57908

E [contactus@lmw.vic.gov.au](mailto:contactus@lmw.vic.gov.au)

[lmw.vic.gov.au](http://lmw.vic.gov.au)



ABN 18 475 808 826

All Emergencies  
1800 808 830



PROPERTY SERVICE INFORMATION	
Property Serviced:	Yes
Water Supply:	Potable Water
Sewer Supply:	Reticulated Sewer System

#### Last Billed Water Consumption Details -

-----  
 Period Of Usage: 9/3/2021 to 7/6/2021 (90 Days)  
 72 kl @ \$0.82350 Step1 Rate = \$59.29

#### Water Meter Details

-----  

Serial No.	Size	Date Read	Reading
09E000656	40	7/6/2021	3974


#### Other Information:

Corporation Sewer main located inside property boundary.

If you wish to make the settlement payment for this property via BPay please use the following information: **Biller Code 78477 Payment Reference Number 700008303.**

This Statement was issued from the Mildura Office

Signed:

DocuSigned by:  
  
 F84DF3A05A28456...

On behalf of:

**LOWER MURRAY URBAN & RURAL WATER CORPORATION**

#### PLEASE NOTE:

Legislative changes in Plumbing Regulations are such that Lower Murray Water is unable to ensure that internal plumbing services are complete. A physical inspection by a Registered/Licensed Plumber is advised.

Property owners of the relevant land are responsible for the operation and maintenance of all internal private services including all drains and service pipes up to the connection point of the Corporation's main.

#### DISCLAIMER:

Information as to the location of services provided in that statement in accordance with Section 158(3) of the Water Act 1989, relate only to services owned by the Corporation which are located within or adjacent to the property. The Corporation does not accept responsibility for information it attempts to provide to assist in relation to the location of private services within the property, this information provided under Section 158(4) of the Water Act 1989, and should not be relied upon without further physical inspection.

**Legend**

- Urban Water Pipeline
- Retired Pipeline
- Urban Sewer Gravity Pipeline
- Pressure Main Pipeline
- Rising Main Pipeline
- Retired Gravity Pipeline
- Retired Pressure Main Pipeline
- Retired Rising Main Pipeline
- Rural Irrigation Channel
- Pipeline
- Retired Channel
- Retired Pipeline
- Rural Drainage Channel
- Gravity Pipeline
- Rising Main
- Retired Channel
- Retired Pipeline

0 24.62 49.2  
Meters

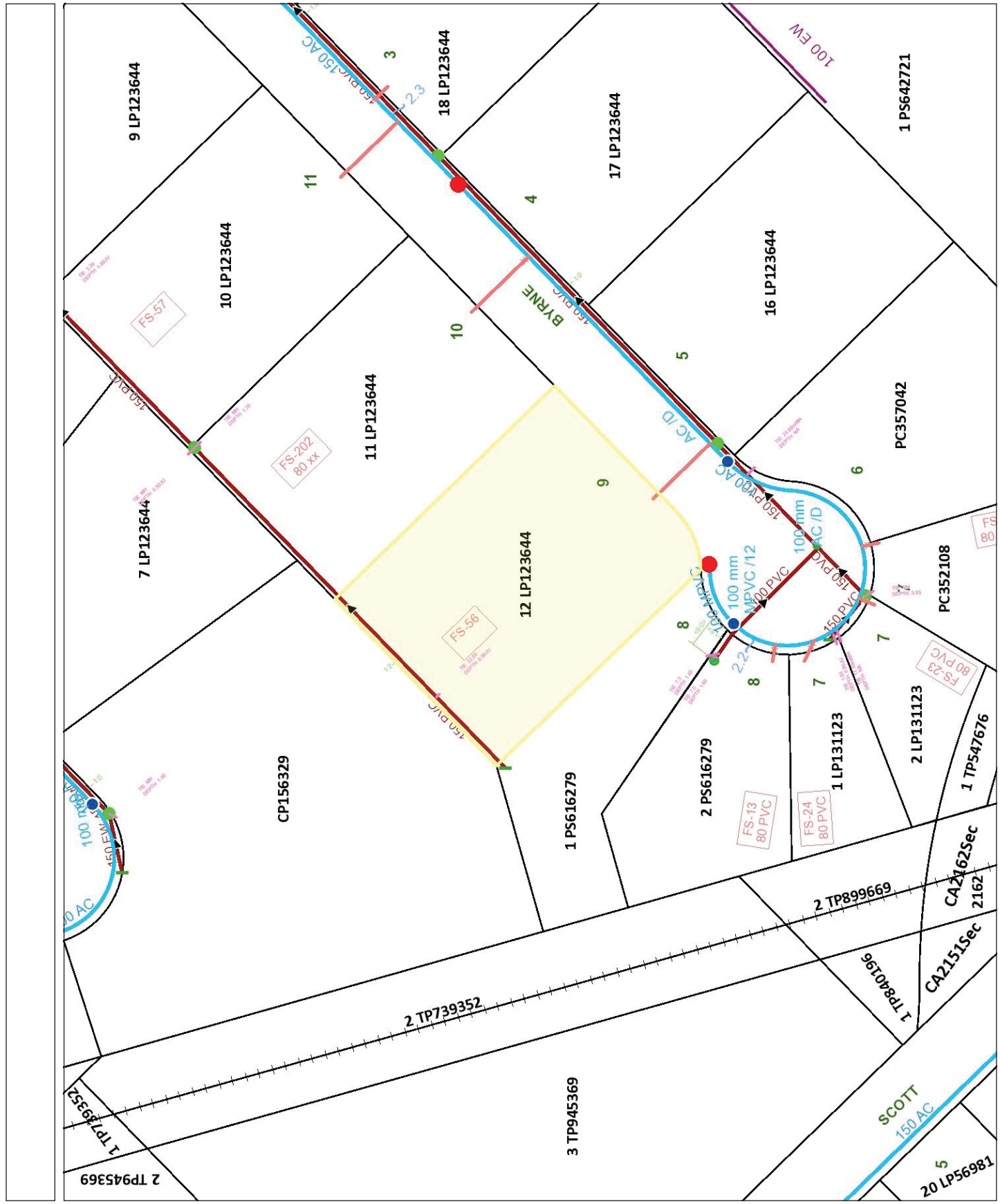
1: 1,293

Printed: 07/07/2021

GDA\_1994\_MGA\_Zone\_54  
© Lower Murray Urban and Rural Water Corporation

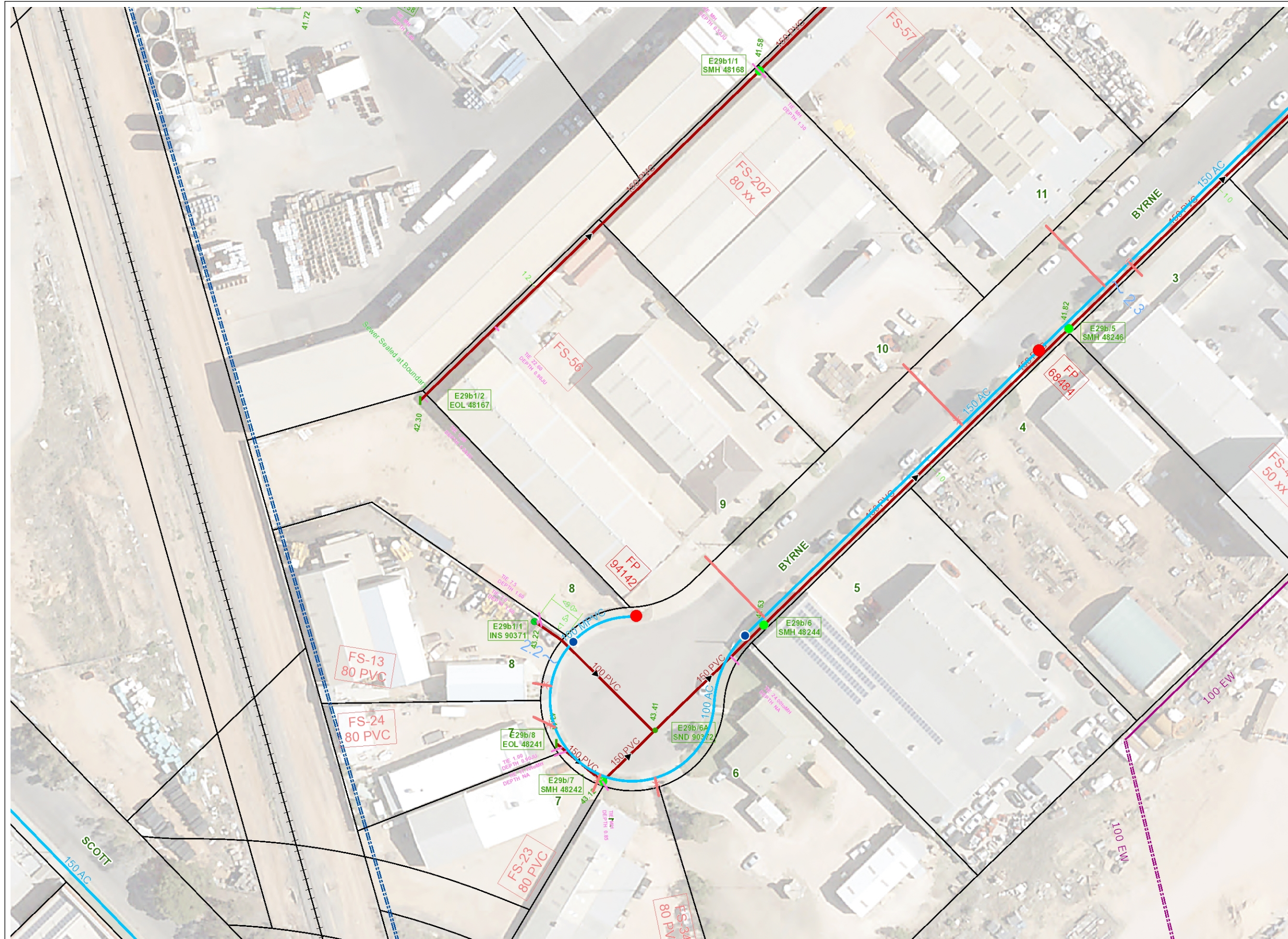
Notes/Comments

LMW DISCLAIMER: The accuracy and completeness shown on this plan is not guaranteed and therefore shall be used as a guide only. The user is responsible to prove locations and depths in the field. This information is only to be used for the initial project and shall not be passed onto a third party. Note: For further assistance please contact LMW.





# LMW Assets - 9 Byrne Crt, Mildura



### Legend

**Urban Water**

- Pipeline
- Retired Pipeline

**Urban Sewer**

- Gravity Pipeline
- Pressure Main Pipeline
- Rising Main Pipeline
- Retired Gravity Pipeline
- Retired Pressure Main Pipeline
- Retired Rising Main Pipeline

**Rural Irrigation**

- Channel
- Pipeline
- Retired Channel
- Retired Pipeline

**Rural Drainage**

- Channel
- Gravity Pipeline
- Rising Main
- Retired Channel
- Retired Pipeline

0 22.54 45.1  
Meters

1: 887

Printed: 05/07/2021

GDA\_1994\_MGA\_Zone\_54

© Lower Murray Urban and Rural Water Corporation

**Notes/Comments**

DBYD  
Petersen Westbrook Cameron  
Lawyers

LMW DISCLAIMER: The accuracy and completeness shown on this plan is not guaranteed and therefore shall be used as a guide only. The user is responsible to prove locations and depths in the field. This information is only to be used for the initial project and shall not be passed onto a third party. Note: For further assistance please contact LMW.





# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / PETERSEN WESTBROOK CAMERON

**Your Reference:** 210588  
**Certificate No:** 47980667  
**Issue Date:** 05 JUL 2021  
**Enquiries:** ESYSPROD

**Land Address:** 9 BYRNE COURT MILDURA VIC 3500

Land Id	Lot	Plan	Volume	Folio	Tax Payable
2962569	12	123644	9281	418	\$1,564.73

**Vendor:** CARRAMAR ESTATE PTY LTD  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
CARRAMAR ESTATE PTY LIMITED	2021	\$315,000	\$1,564.73	\$0.00	\$1,564.73

**Comments:**

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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

**Paul Broderick**  
Commissioner of State Revenue

**CAPITAL IMP VALUE:** \$936,000

**SITE VALUE:** \$315,000

**AMOUNT PAYABLE:** \$1,564.73

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

Certificate No: 47980667

---

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$405.00

Taxable Value = \$315,000

Calculated as \$275 plus ( \$315,000 - \$250,000) multiplied by 0.200 cents.

---

## Property Clearance Certificate - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 47980667

**Telephone & Internet Banking - BPAY®**

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

[www.bpay.com.au](http://www.bpay.com.au)

**CARD**



Ref: 47980667

**Visa or Mastercard**

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Petersen Westbrook Cameron C/- InfoTrack  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 351128

NO PROPOSALS. As at the 13th July 2021, 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®.

9 BYRNE COURT, MILDURA 3500  
RURAL CITY OF MILDURA

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: 13th July 2021

Telephone enquiries regarding content of certificate: 13 11 71



# HISTORIC MINING ACTIVITY Form No. 692

---

05 July, 2021

**Property Information:**

Address: 9 BYRNE COURT MILDURA 3500

**It is advised that:**

Our records do not indicate the presence of any mining activity on this site, and the site appears to be outside any known mined area. (4)

NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content. The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

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**For queries, contact:**

Department of Jobs, Precincts and Regions  
E-mail: [gsv\\_info@ecodev.vic.gov.au](mailto:gsv_info@ecodev.vic.gov.au)



# Commercial Lease

# Commercial Lease

**Agent Name:** Collie & Tierney (Mildura) Pty Ltd

**Agent Address:** 67 Lime Avenue  
MILDURA VIC 3500

**May 2003**

THIS LEASE is made between the party named and described as the Lessor in Item 1 of the Schedule AND the party named and described as the Lessee in Item 2 of the Schedule and records that the Lessor leases to the Lessee the premises described in Item 3 of the Schedule ('the Premises') together with the Lessor's fixtures and chattels described in Item 4 of the Schedule to be held by the Lessee for the term described in Item 5 of the Schedule ('the Term') from the date described in Item 6 of the Schedule ('the Commencement Date') at the rental described in Item 7 of the Schedule.

**1. THE LESSEE COVENANTS AND AGREES with the Lessor as follows:-**

- |                                    |  |
|------------------------------------|--|
| <b>Rental</b>                      | (a) To pay the rental in advance and without deduction on the dates provided in Item 8 of the Schedule to the Lessor or to the duly appointed Agent of the Lessor referred to in Item 9 of the Schedule ('the Agent') or to such other person at such other address as the Lessor may from time to time direct in writing.   |
| <b>Outgoings</b>                   | <p>(b) To pay or reimburse the Lessor during the Term in respect of the Premises -</p> <p>(i) All municipal and water, drainage and sewerage rates, charges and levies;</p> <p>(ii) All land tax calculated on the basis that the Premises or the building(s) of which the Premises forms part (the Building) is the only land owned by the Lessor unless the Act applies;</p> <p>(iii) All gas, electricity, telephone, sewer disposal and water consumption charges;</p> <p>(iv) Any body corporate levies;</p> <p>(v) The cost of maintaining and servicing any air conditioning, heating and other plant and equipment; and</p> <p>(vi) Any other outgoings whatsoever which are now or may at any future time be assessed charged or payable by the owner or occupier of the Premises, unless expressly excluded in Item 10 of the Schedule provided that:</p> <p>(A) If any outgoings assessed apply partly to a period outside the Term, they must be apportioned between the Lessor and the Lessee;</p> <p>(B) If any outgoings are not separately assessed or charged against the Premises, then the Lessee must unless some other way of apportioning outgoings is described in Item 11 of the Schedule, pay a proportionate part calculated on the proportion which the lettable area of the Premises bears to the lettable area of the whole of the land or the Building to which the assessment or charge relates. However, if the Act applies to the Premises the Lessee must pay that proportion of the Building outgoings -</p> <p>(i) that benefit all premises in the Building -<br/>the proportion that the lettable area of the Premises bears to the lettable area of the Building as stated in Item 11A of the Schedule;</p> <p>(ii) that benefit the Premises and only some of the other premises in the Building -<br/>the proportion that the lettable area of the Premises bears to the lettable area of all premises that together share the benefit of the outgoing;</p> <p>(iii) that benefit only the Premises - 100%;</p> <p>(C) All the above outgoings must be paid by the Lessee within seven days of the due date for payment and if payable by the Lessor must be reimbursed by the Lessee within seven days of demand;</p> <p>(D) If the Act applies to this Lease these outgoings must be calculated so as to comply with the Act (including the exclusion of land tax).</p> |
| <b>Building Operating Expenses</b> | <p>(c) To pay or reimburse the Lessor within seven days of demand a proportionate share of all costs and expenses paid or incurred by the Lessor in operating, managing, equipping, lighting, repairing and maintaining the Building including, without limitation, toilets and sanitary services, cleaning, fire protection, insurance premiums in respect of liability for property damage, fire, workers' compensation and public liability and other risks which the Lessor shall reasonably require. The Lessee's proportion of the costs and expenses must be determined in the same manner as the outgoings referred to in Clause 1(b) unless -</p> <p>(i) Some other way of apportioning the costs and expenses is described in Item 12 of the Schedule; or</p> <p>(ii) The Act applies to this Lease, in which case the Lessee's share of the costs must exclude any expenses and other items which the Lessor is prohibited from passing on to the Lessee under the Act.</p>   |
| <b>Insurances</b>                  | <p>(d) (i) To reimburse to the Lessor all premiums and other charges paid by the Lessor under the insurance policies effected by the Lessor with respect to the Premises including fire insurance on all improvements on a replacement and reinstatement basis and such other risks as the Lessor shall require and whether or not the risk is one in respect of which insurance is commonly obtained at the Commencement Date of this Lease. These insurances shall include plant and machinery breakdown insurance, public liability insurance, loss of rent and consequential loss insurance and any other insurance effected by the Lessor in relation to any risk relating to the Lessor's ownership or interest in the Premises. The Lessor shall be entitled to insure for such amounts and with such extensions and exclusions as the Lessor shall think fit</p>   |

provided that if the Act applies the Lessor shall not be entitled to recover any premiums or other charges which the Lessor may be prohibited from claiming from the Lessee under the Act.

- (ii) To effect and keep current during the occupation by the Lessee of the Premises a public liability policy in the joint names of the Lessor and the Lessee for an amount of not less than \$10million or such higher amount as the Lessor may from time to time reasonably determine. The policy must be with an insurer reasonably approved by the Lessor and the Lessee must produce evidence of the cover within seven days of request by the Lessor.

**Not to Void Policies**

- (e) Not to do or permit anything to be done in the Premises or the Building which may result in any policy of insurance relating to the Premises or the Building becoming void or voidable or which may allow an insurer to decline a claim whether under any condition or exclusion contained in the policy or policies or otherwise or which may result in the premium being increased. Where any premium is increased the Lessee must pay to the Lessor or the Agent all additional premiums payable by the Lessor.

**Repairs**

- (f) To keep the Premises, including the faces of the external and internal walls which comprise the boundary of the Premises, together with any additions in good and tenable repair and to make good any damage caused to the Premises during the Term, fair wear and tear and damage by fire or other cause not attributable to the negligence of the Lessee always excepted. The Lessee must also thoroughly clean the inside and outside of all windows at least once in every three months and clean and keep free of debris all drains, waste pipes, gutters, spoutings, rainheads and downpipes which exclusively serve the Premises.

**Maintenance**

- (g) Not without the approval in writing of the Lessor or the Agent, to employ any person in the repair or maintenance of the Premises or to effect any structural alterations, additions or repairs or to install or remove any fixtures and fittings on the Premises.

**Lessor's Fixtures and Chattels**

- (h) To keep the Lessor's fixtures and chattels clean and in good and tenable repair and to make good any damage to them, fair wear and tear and damage by fire or other cause not attributable to the negligence of the Lessee always excepted. Subject to those exceptions the Lessee must replace with a similar article of at least equal value all fixtures and chattels that may be destroyed, lost or so damaged as to be incapable of complete reinstatement to their former condition and must not permit any Lessor's fixtures and chattels to be removed from the Premises without the previous written consent of the Lessor, except for the purpose of necessary repairs.

**Damage to Installations**

- (i) To unblock or repair any sewers, drains, wash basins, sanitary apparatus, washing facilities or mechanical installations in or serving the Premises which may be blocked or damaged and which the Lessee agrees were neither blocked or damaged at the Commencement Date.

**Alterations and Additions**

- (j) Not to make or permit any structural alterations, additions or repairs to the Premises and not without the prior written consent of the Lessor or the Agent (which consent may be given to conditions including, without limitation, the type of materials to be used) to install any partitions, fixtures or fittings or to alter or remove any existing partitions, fixtures or fittings or to redecorate the Premises.

**Notice to Accidents**

- (k) To promptly give notice in writing to the Lessor of any accident to or defect in the Premises and/or the Building or in the water, sewerage or gas pipes or electric light fittings installed in the Premises and/or the Building.

**Inspection and Remedy of Default**

- (l) To permit the Lessor and the employees, agents, consultants and contractors of the Lessor with or without workmen and others at any reasonable time during normal working hours or immediately in the case of emergency, to enter and inspect the Premises and examine their condition. The Lessee must repair and make good any damage to the Premises for which the Lessee is liable under the covenants contained in this Lease within 14 days or such shorter period as is reasonable of written notice being given by the Lessor or the Agent. If the Lessee does not comply with the notice, the Lessor and any workmen and others may, without prejudice to the right of re-entry contained in this Lease, enter the Premises and undertake any repairs at the expense of the Lessee and the expense of the repairs together with interest calculated from the date or dates of expenditure must be repaid by the Lessee to the Lessor on demand.

If the Act applies to this Lease then the above Clauses from 1(f) through to 1(l) shall be modified as necessary to comply with the Act.

**Reinstatement and Delivery up of the Premises**

- (m) At the expiration or earlier termination of the Term, to remove any Lessee's partitions, fixtures and fittings and to reinstate the Premises to their original condition as at the commencement of the Lessee's occupancy of the Premises and to make good any damage to the Premises to the reasonable satisfaction of the Lessor. The Lessee must also deliver up possession of the Premises to the Lessor together with all Lessor's fixtures and chattels in accordance with the Lessee's covenants contained in this Lease.

- Signs** (n) Not to erect or permit any writing, sign, advertisement or notice to remain on any part of the Premises or the Building without the prior written consent of the Lessor or the Agent, which consent shall not be unreasonably withheld. At the expiration or earlier termination of the Term of the Lease, the Lessee must paint out or remove any writing, sign, advertisement or notice to the satisfaction of the Lessor or the Agent.
- Use of Premises** (o) (i) Except with the prior written consent of the Lessor, not to use or permit the Premises to be used for any purpose other than the purpose specified in Item 13 of the Schedule.  
(ii) Not to use or permit the Premises or the Building to be used for any illegal, noisy, noxious, improper, immoral or dangerous purpose nor to allow or keep any animal or bird in the Premises or about the Building nor to use or permit any radio, television or other sound producing apparatus to be used in or about the Premises in a manner which might interfere with or annoy occupiers of other premises in the neighbourhood.  
(iii) The Lessee acknowledges that no promise or representation has been given by the Lessor or the Agent as to the suitability of the Premises or any Lessor's fixtures or chattels for any purpose or use which may be intended by the Lessee.
- Auction Sales etc.** (p) Not without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, to conduct or permit any person to conduct on the Premises any auction or any teaching, practice or rendering of music classes or classes of any kind.
- Common Areas** (q) Not to cause or permit any common areas or service facilities associated with the Premises or the Building to be obstructed or untidy.
- Heavy Weights** (r) Not to bring into the Building or permit on the Premises any machinery or other articles of a weight or nature which may damage the Premises or the Building.
- Compliance with Orders** (s) To observe and comply with all provisions and requirements of all Acts, rules, regulations and by-laws so far as they relate to the Building and the Premises or their use and the rules and regulations made by the Lessor under this Lease provided that the Lessee must not be required to make structural alterations or additions to the Premises unless the structural alteration or additions are required directly or indirectly by the act, omission or default of the Lessee or which arise directly or indirectly from the use to which the Premises may or are intended to be used by the Lessee. If the Lessee does not comply with this covenant, the Lessor and any workmen may (without prejudice to the right of re-entry contained in this Lease) enter the Premises and undertake any work required and the expenses together with interest calculated from the date or dates of expenditure must be repaid by the Lessee to the Lessor on demand.
- Assignment and Subletting** (t) Not to assign, transfer, sub-let, mortgage, charge, licence or otherwise part with possession of the Premises without the prior written consent of the Lessor and the provisions of Section 144(1) of the Property Law Act 1958 are expressly excluded provided that:-  
(i) Consent must not be unreasonably withheld to an assignment or sub-lease where:-  
(A) Written request has been made to the Lessor for consent;  
(B) The Lessee has paid all rental and has fully performed the Lessee's covenants and conditions contained in this Lease;  
(C) The name, address and occupation of the proposed assignee or sub-lessee has been given to the Lessor together with at least two acceptable references as to the financial circumstances and at least two acceptable references as to the business experience of the proposed assignee or sub-lessee. Where the proposed assignee or sub-lessee is a body corporate, two acceptable references as to the financial circumstances and business experience of the directors must also be provided;  
(D) An assignment or sub-lease executed by the proposed assignee or sub-lessee (to which the Lessor is a party) is submitted to the Lessor in a form approved by the Lessor or its Solicitors including a provision that the Lessee and any guarantor must not be released from its obligations under this Lease. Where the proposed assignee or sub-lessee is a body corporate, the document must, if required by the Lessor, include an indemnity and guarantee by the director of the obligations of the Lessee;  
(E) All reasonable costs and expenses incurred by the Lessor in satisfying itself as to the respectability, responsibility, solvency, financial circumstances and business experience of the proposed assignee or sub-lessee relating to the granting of consent and the consideration, approval and execution of any document have been paid by the Lessee;  
except if the Act applies when consent may:-

- (a) only be withheld to an assignment if:-
  - (i) the proposed use is inconsistent with the use permitted under this Lease;
  - (ii) the Lessor considers that the assignee does not have sufficient financial resources or business experience to meet the obligations under this Lease;
  - (iii) the assignor has not complied with the assignment provisions of this Lease;
  - (iv) the assignor has not supplied the assignee with the business records for the previous 3 years (or any shorter period that the assignor has carried on business from the Premises);
- (b) be withheld (at the absolute discretion of the Lessor) to a sub-lease, licence, concession, parting with occupancy, mortgage, charge, or other encumbrance upon the estate or interest of the Lessee, that in any way relates to this Lease;

(ii) The Lessor reserves the right to require supporting personal guarantees for performance of the Lessee's covenants contained in this Lease from any suitable person when the proposed assignee or sub-lessee is an individual or to require the Lessee to lodge a bond or bank guarantee as security for due performance by the proposed assignee or sub-lessee of the Lessee's covenants;

(iii) Where:-

- (A) The Lessee is a body corporate;
- (B) A change occurs during the Term in:-
  - (i) The membership of the body corporate or any holding company of the body corporate; or
  - (ii) The beneficial ownership of any shares in the capital of the body corporate or any holding company of the body corporate; or
  - (iii) The beneficial ownership of the business or assets of the body corporate;
- (C) As a result of that change, the body corporate or the business of the body corporate is after the change effectively controlled by a person or persons who at the Commencement Date did not effectively control the body corporate or the business of the body corporate - the Lessee shall, unless the prior written consent of the Lessor has been obtained to the change, be deemed to have assigned this Lease;
- (iv) The Lessor must not unreasonably withhold its consent to a change referred to in sub-clause (iii)(B) if the Lessee complies as far as possible with the requirements of Clause 1(t);
- (v) The Lessor may require any new director of a body corporate to execute an indemnity and guarantee of the performance and observance of the Lessee's covenants contained in this Lease and to lodge a bond or bank guarantee as security for the amount described in Clause 1(v) below.

**Reletting or Sale**

- (u) To permit the Lessor and the Agent or their respective employees or agents or others with the written authority of the Lessor to enter the Premises at all reasonable times and on reasonable notice:-
  - (i) To affix a notice to any part of the Premises that does not unreasonably interfere with the business of the Lessee, offering the Premises or the Building for sale or lease; and
  - (ii) To enable prospective purchasers or tenants to view the Premises.

**Security Deposit**

- (v) On or prior to the Commencement Date, the Lessee must pay the amount specified in Item 14 of the Schedule or, at the absolute discretion of the Lessor, lodge a bank guarantee ('the Security Deposit') as security for the performance by the Lessee of its obligations under this Lease which must be held by the Agent or as otherwise prescribed by law, during the period that the Lessee occupies the Premises. If in the reasonable opinion of the Lessor or the Agent, the Premises are in a clean and tenable condition on the date the Lessee vacates the Premises and the Lessee has fully complied with the Lessee's covenants contained in this Lease, the Security Deposit must be repaid to the Lessee within 14 working days of the date on which the Lessee vacates the Premises, otherwise the Agent may, at their discretion, pay to the Lessor such amount as may be necessary to rectify any breach of any covenant or to restore the Premises and account to the Lessee for the balance. If the Security Deposit is insufficient to rectify the breach or to meet the cost of restoration, the Lessee must pay any additional amount to the Lessor on demand.

**Interest**

- (w) Without prejudice to any other rights of the Lessor, the Lessee must pay to the Lessor on demand interest at a rate being the aggregate of two per cent and the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 on any rental or other moneys which are due and payable under the covenants of this Lease provided that, except in the case of rental or other moneys which it has been agreed will be paid on a particular date or moneys which have been expended by the

Lessor to remedy any default by the Lessee under the covenants of this Lease, interest must not be demanded until 14 days after the date on which the Lessor has made demand.

**Lessor's Costs etc**

- (x) To pay:
  - (i) The Lessor's costs, charges and expenses including the Lessor's legal costs of and incidental to the preparation, completion, execution and stamping of this Lease and any variation or surrender of this Lease;
  - (ii) Any stamp duty on this Lease;
  - (iii) All reasonable costs and expenses which the Lessor may expend or incur as a consequence of any default by the Lessee in the performance of the covenants contained in this Lease or under or in the exercise or enforcement or attempted exercise or enforcement of any power authority or remedy contained or implied in this Lease; and
  - (iv) Any reasonable costs incurred by the Lessor in connection with the granting of any consent or approval, whether or not that consent or approval is actually granted.

If the Act applies, the Lessor may only recover the payments permitted by the Act.

**2. THE LESSOR COVENANTS AND AGREES with the Lessee as follows:**

**Quiet Enjoyment**

- (a) The Lessee paying the rental reserved and performing and observing the Lessee's covenants and agreements contained in this Lease may peaceably hold and enjoy the Premises during the Term without any disturbance or interruption from the Lessor or any person lawfully claiming by, through or under the Lessor.

**Access to the Premises**

- (b) The Lessee shall be entitled to use all lifts, passages, driveways and courtyards in common with other lessees to enable access to the Premises.

**Insurance**

- (c) The Lessor, if required by the Lessee, must produce particulars of any insurance effected by the Lessor relating to the Premises.
- (d) If the Act applies, the Lessor must satisfy the requirements of Section 52 of the Act.

**3. IT IS MUTUALLY AGREED AND DECLARED between the parties as follows:-**

**Destruction**

- (a) Subject to the Act -
  - (i) If:
    - (A) The Premises or any part are totally or partially destroyed or damaged during the Term by fire, storm, tempest, earthquake, explosion or inevitable accident so as to be unfit for use and occupation by the Lessee; and
    - (B) The event causing the destruction or damage was not caused by the default of the Lessee; and
    - (C) Any policy of insurance effected by the Lessor has not been vitiated or payment or renewal refused as a result of the act, default or neglect of the Lessee -
 then the rental and outgoings or a fair and reasonable proportion having regard to the nature and extent of the destruction or damage or to any interference with their use by the Lessee must, so long as the Premises are unfit for use and occupation, be suspended and cease to be payable.
  - (ii) If either party disputes the proportion or period of abatement the dispute must (subject to the provisions of Clause 3(m)) be referred to arbitration under the Commercial Arbitration Act 1984 and abatement shall be in full satisfaction of all claims (if any) for damages by the Lessee against the Lessor.
  - (iii) Notwithstanding the provisions of this sub-clause, if the Premises are totally or substantially destroyed and not reinstated within three months, the Lessor or the Lessee may elect by notice in writing to the other to determine this Lease and from the date of service of the notice all claims under this Lease, excepting those claims which have arisen prior to that date, shall be at an end.

**Cessation of Building Services**

- (b) Except in the case of voluntary withdrawal by the Lessor or as provided by the Act (if applicable), no damages, compensation or abatement or rental shall be claimed by the Lessee or allowed by the Lessor for cessation of, damage to, or failure or breakdown of any of the Services provided in the Building. Reference of 'Services' shall include, but not be limited to, electricity, gas, water, sprinklers, alarms, pumps, airconditioning, heating, cooling or ventilation equipment, hot water service, cleaning and lifts.

**Overholding**

- (c) (i) If the Lessee remains in occupation of the Premises after the expiration of the Term, without objection by the Lessor, then as from the expiration of the Term, the Lessee shall be deemed to be a tenant from month to month on the same covenants and conditions, so far as they are applicable to a monthly tenancy, as are contained in this Lease.

- (ii) Unless otherwise agreed, the monthly rental shall be the same as that payable immediately prior to the expiration of the Term but the Lessor shall have the right to increase the monthly rent upon one month's notice in writing.
- (iii) The tenancy may be determined by either party on the expiration of one month's prior notice in writing which may be given to expire at any time.

**Determination**

- (d) (i) If:
  - (A) The Lessee fails to pay the rental or any other moneys payable by the Lessee to the Lessor under this Lease for a period of 14 days after any of the days on which they ought to have been paid, although no formal or legal demand has been made; or
  - (B) The Lessee breaches or fails to observe or perform any of the Lessee's covenants contained or implied in this Lease; or
  - (C) The Lessee is in Liquidation, except with the written consent of the Lessor for the purposes of reconstruction or amalgamation, - then the Lessor, despite any waiver of any previous breach or default by the Lessee or the failure of the Lessor to have taken advantage of any previous breach or default, may in addition to any other power, re-enter the Premises or any part and occupy or re-let the Premises.
- (ii) In exercising the right of re-entry, the Lessor and persons authorised by the Lessor may break open any inner or outer door, fastening or other obstruction and forcibly eject the Lessee and any other persons found in the Premises together with any furniture or other property without being liable for trespass assault or any other proceedings whatsoever and shall be entitled to plead the leave and licence which is granted by this Lease in defence of any such action or proceedings which may be brought by the Lessee.
- (iii) Upon re-entry, this Lease shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any previous breach of any of the Lessee's covenants provided that the right of re-entry for any breach of any covenant term or condition to which Section 146 of the Property Law Act 1958 extends shall not be exercisable until the expiration of 14 days after the Lessor has served on the Lessee the notice required by Section 146(1) specifying the breach and if the breach is capable of remedy requiring the Lessee to remedy the breach or to make reasonable monetary compensation to the satisfaction of the Lessor for the breach. If the Lessor re-enters the Premises pursuant to this Clause, it may at its option remove any property of the Lessee from the Premises and store it at the risk and at the expense of the Lessee.

**Essential Terms**

- (e) The covenants contained in Clauses 1(a), 1(b), 1(c), 1(d), 1(f), 1(h), 1(j), 1(o), 1(s) and 1(t) are essential terms of this Lease and where there is a breach of any of these covenants by the Lessee, the Lessor shall, in addition to the right of re-entry, be entitled to sue the Lessee for loss of the benefits which performance of the covenants by the Lessee would have conferred on the Lessor between the date of the default giving rise to the re-entry and the date the Premises are re-let. The Lessor may also recover any deficiency between the rental payable by the new tenant and the rental payable by the Lessee had the Term of this Lease not been determined provided that the Lessor shall take all reasonable steps to mitigate the loss.

**Further Term(s)**

- (f) (i) The Lessor must on the written request of the Lessee delivered to the Lessor not more than six months and not less than three months prior to the expiration of the Term and so long as:
  - (A) There is no unremedied breach of this Lease by the Lessee of which the Lessor has given written notice; and
  - (B) The Lessee has not persistently committed breaches of this Lease of which the Lessor has given notice during the Term, -
 renew this Lease for the Further Term(s) set out in Item 15 of the Schedule. The last date for exercising the option for renewal is stated in Item 16 of the Schedule.
- (ii) If the rental for the Further Term is not agreed between the parties within one month of the request, the rental shall be determined as otherwise set out in 3 (g)(ii) below.
- (iii) The Lease for the Further Term shall otherwise contain the same terms and conditions as are set out in this Lease but excluding this agreement for renewal.
- (iv) Where on the execution of this Lease or on any assignment of this Lease, guarantees, indemnities or covenants were or are provided securing the obligations of the Lessee, similar guarantees, indemnities or covenants executed by the same parties must be provided securing the obligations of the Lessee under any renewed Lease entered into under this Clause. If such guarantees, indemnities or covenants are not provided, the Lessee shall not be entitled to require the Lessor to renew this Lease.
- (v) If the Act applies to this Lease then:
  - (A) If there is no provision for a Further Term, the Lessor must at least six months and not more than 12 months prior to the expiration of the Term give written notice to the Lessee either offering a renewal of this Lease on terms specified in the notice or informing the Lessee that no renewal is to be offered. Any offer of renewal cannot be revoked for

one month and unless accepted by the Lessee during that period, the offer shall be deemed to have been withdrawn;

- (B) If there is provision for a Further Term or the Lessor proposes to renew this Lease, the Lessor must give to the Lessee at least 21 days before the end of the Term, a disclosure statement complying with the requirements of the Act.

**Review of Rent to Market**

- (g) (i) The rental specified in Item 7 of the Schedule and the rental agreed upon or determined for any Further Term must be reviewed on each review date specified in Item 17 of the Schedule (the Review Date) in the manner referred to in this Clause 3(g).
- (ii) If the parties fail to agree on the new current market rent of the Premises 14 days prior to the Review Date, then it must be determined by a qualified valuer who must also be a practising estate agent and if the Act applies, must be a 'Specialist Retail Valuer' (as defined in the Act) and who acts as an expert and not an arbitrator, appointed at the request of either party by the President or other senior office bearer for the time being of the The Real Estate Institute of Victoria Ltd.(the Institute). The determination of the qualified valuer or Specialist Retail Valuer, as the case may be, shall be binding on the parties. The costs of the qualified valuer or the Specialist Retail Valuer, as the case maybe, are payable equally by the parties. The rental as determined must not be less than the rental payable immediately prior to the Review Date (except where the Act applies).
- (iii) If by the Review Date the reviewed rental has not been determined then the Lessee must continue to pay the previous rental and any necessary adjustment between the parties must be made no later than seven days after the determination has been delivered.

**CPI Adjustment**

- (h) (i) On each date specified in Item 18 of the Schedule (the Adjustment Date) the rental payable under this Lease (subject to sub-clause(iii)) must be adjusted by reference to the Consumer Price Index in accordance with the following formula:

R equals A multiplied by B divided by C

Where:

R is the adjusted rental payable from the Adjustment Date.

A is the rental payable immediately before the Adjustment Date.

B is the quarterly Consumer Price Index (All Groups) figure for Melbourne (The CPI figure) last published by the Australian Government Statistician prior to the relevant Adjustment Date.

C is the CPI figure last published prior to the previous Adjustment Date or Review Date or (if there is no previous Adjustment Date or Review Date) prior to the Commencement Date.

- (ii) If the CPI figure is not current on both Adjustment Date or a substantial change takes place in the method or basis of calculating the CPI figure, then the Lessor and the Lessee must endeavour to reach agreement within 14 days of the Adjustment Date as to the alternative index, failing which the President or other senior office bearer for the time being of the Institute (acting as an expert and not as an arbitrator) shall determine an appropriate index which reflects changes in the cost of living in Melbourne.
- (iii) It is agreed by the parties that the rental must not be adjusted under this Clause 3(h) (unless the Act applies to this Lease) if the calculation would result in the rental decreasing.

**Fixed Rental Increase**

- (i) On each Adjustment Date referred to in Item 18 of the Schedule the rental payable under this Lease immediately prior to the Adjustment Date must be increased by the percentage set out in Item 19 of the Schedule.

**Indemnity by Lessee**

- (j) This Lease is entered into upon the express condition that the Lessor shall not in any way be liable for any damage or injury to the Premises or to the Lessee or to the Lessee's property or to the property of any employee, agent, invitee or licensee of the Lessee by reason of any happening not attributable to a negligent act of the Lessor. To the extent that it is not prohibited by law, the Lessee indemnifies and agrees to keep the Lessor indemnified in respect of all claims, actions, suits, demands, judgements or costs arising from such damage or injury.

**Notices**

- (k) Except where a specific mode of service is prescribed by law, any notice required or permitted by this Lease shall, in addition to any method prescribed by law, be deemed to have been validly given if delivered personally or sent by post to another party at the address shown in the Schedule or if it is left at the last known place of abode or business of that party in the State of Victoria or in the case of the Lessee is affixed to or left for the Lessee at the Premises. Any notice sent by post shall be



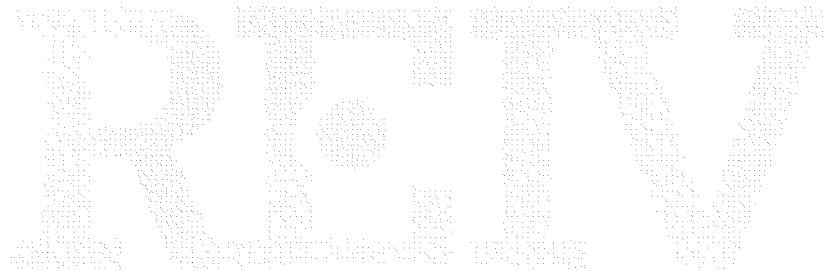
deemed to have been received by the party to whom it was sent at the time at which the letter would have been delivered to that party in the ordinary course of post.

- Rules** (l) The Lessor reserves the right to make and/or alter rules and regulations which are not inconsistent with the rights of the Lessee expressed in this Lease and which relate to the management of the Building and/or to its use and occupation by the Lessee provided that no rule or regulation or any alteration shall bind the Lessee until communicated to the Lessee in writing.
- Disputes** (m) (i) If the Act applies to this Lease, any dispute must be determined according to Part 10 of the Act.  
(ii) If a dispute is referred to the Victorian Civil and Administrative Tribunal under the Act, or otherwise to conciliation or arbitration, then any party to the proceedings may be represented by their own chosen legal practitioner or legal practitioners.  
(iii) Subject to the Act (if applicable), any dispute between the Lessee and any other lessee or occupier of the Building concerning the use of the Premises must be referred to the Lessor or the Agent for settlement and the decision of the Lessor or the Agent shall be final and binding.
- Goods and Services Tax** (n) in this Lease:  
(i) "GST" means GST within the meaning of the GST Act.  
"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (as amended).  
Expressions used in this clause 3 (n) and in the GST Act have the same meanings as when used in the GST Act.  
(ii) Except where this Lease states otherwise, each amount payable by a party under this Lease in respect of a taxable supply by the other party is expressed as a GST exclusive amount and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.  
(iii) An amount payable by the Lessee in respect of a creditable acquisition by the Lessor from a third party must not exceed the sum of the value of the Lessor's acquisition and the additional amount payable by the Lessee under sub-clause 3(n) (ii) on account of the Lessor's GST liability.  
(iv) A party is not obliged, under sub-clause 3(n)(ii), to pay the GST on a taxable supply to it under this Lease, until given a valid tax invoice for the supply.  
(v) An adjustment of the consideration payable under this Lease to take account of the New Tax System changes referred to in the Trade Practices Act 1974 must not constitute price exploitation within the meaning of that Act or breach the guidelines in force from time to time published by the Australian Competition and Consumer Commission under Part VB of that Act.
- Joint and Several Covenants** (o) Where any party comprises two or more persons the covenants and obligations on the part of that party shall bind those persons jointly and each of them severally.
- Waiver** (p) No waiver by the Lessor of any breach by the Lessee of any of the terms, covenants and conditions of this Lease shall operate as the waiver of another breach of the same or of any other term, condition or covenant contained in this Lease.
- Act, Statutes** (q) References to a specific statute shall include a reference to any order, ordinance, regulation, rule or by-law made under the statute and all amendments, modifications, re-enactments, consolidation or replacements.
- Headings** (r) Marginal or head notes shall not affect the construction of this Lease.
- Interpretation** (s) In this Lease:-  
(i) The expression 'the Lessee' includes the Lessee and the executors, administrators and permitted assigns of the Lessee or being a body corporate, its successors and permitted assigns and shall where the context permits include an employee, agent, contractor, licensee or invitee of the Lessee;  
(ii) The expression 'the Lessor' includes the Lessor, the assigns, executors and administrators of the Lessor or being a body corporate, its successors and assigns and the reversioner immediately expectant on the Term created by this Lease;  
(iii) the singular includes the plural and the masculine gender includes the feminine and neuter genders;  
(iv) A reference to 'Liquidation' includes official management, receivership, appointment of an administrator, deregistration, winding up, dissolution, assignment for the benefit of or compromise, arrangement, composition or moratorium with creditors generally or any class of creditors, deed of company arrangement, scheme of arrangement, insolvency, bankruptcy, or a similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;  
(v) Any provision must be interpreted so that it does not infringe against the Acts

of any Parliament or any regulations made under those Acts. Any provision that does infringe must be read down to the extent necessary to give it, if possible, an operation of a partial character, but if it cannot be read down, it shall be deemed to be severable. If any provision is held invalid by a Court, that provision must be disregarded and the remainder of this Lease shall continue in force.

- (vi) References to the Act mean the Retail Leases Act 2003.
- (vii) The expression "bank guarantee" means a guarantee by an "Authorised Deposit-Taking Institution" under the Commonwealth Banking Act 1959.
- (vii) The language must be tempered so that it complies with all relevant laws and other lawful directions, otherwise the offending language must be read down so as to be as effective as possible. If this objective provides impossible, then the offending language must be severed from this Lease.

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## Guarantee and Indemnity

**IN CONSIDERATION** of the Lessor named in the attached Lease (the Lessor) having agreed at the request of  
**Khaled Mohamed El-Sheikh**  
**53 Carramar Drive**  
**Gol Gol NSW, 2738**

(together called the Guarantor) to enter into the attached Lease (the Lease) with the Lessee named in the Lease (the Lessee), the Guarantor Guarantees the performance by the Lessee of all terms, covenants and conditions contained in the Lease and the punctual payment by the Lessee to the Lessor of the rental and all other moneys payable by the Lessee under the Lease and all costs and damages which may be payable by the Lessee on any default, repudiation or otherwise. Furthermore, as a separate and independent obligation, the Guarantor Indemnifies the Lessor and agrees to keep the Lessor always indemnified against all loss arising out of or relating to the Lease including without limitation all losses, costs, charges, damages and expenses which the Lessor may incur for or by reason of any default by the Lessee or by reason of the termination of the Lease for any reason and further agrees that any moneys which are not recoverable for any reason (including without limitation disability, immunity, infancy, incapacity or any Statute of Limitations), whether or not the Lessor knew or ought to have known, shall be recoverable from the Guarantor as sole or principal debtor and shall be paid to the Lessor on demand.

- 1.1 The Guarantor agrees that the liability of the Guarantor shall not be abrogated, prejudiced or affected by:-
- (a) Any postponement, forbearance or other concession granted to the Lessee or to any other person nor any compounding or full or partial release or discharge of the Lessee or any other person from liability under this Guarantee and Indemnity or from any other right of the Lessor against the Lessee or any compromise, abandonment, waiver, variation, relinquishment or renewal of the Lease, any securities or assets or by any act, neglect or omission by the Lessor in exercise of the powers and discretions vested in the Lessor by or under the Lease;
  - (b) A judgement against the Lessee in any Court;
  - (c) The Liquidation of the Lessee or any other person;
  - (d) Any other person or corporation whether or not named in this Guarantee and Indemnity giving or failing to give an indemnity or guarantee of the Lessee's obligations to the Lessor;
  - (e) The liability of the Lessee ceasing for any cause or any indemnity, guarantee or security to secure the obligation being released or discharged or being void, defective or informal;
  - (f) Any assignment by the Lessee of its interest in the Lease to another person or corporation;
  - (g) Any alteration, variation, addition or modification to or of the Lease or this Guarantee and Indemnity and whether or not the Lessee and/or the Guarantor have specifically agreed or consented;
  - (h) The failure or omission by the Lessor to give notice to the Guarantor of any default by the Lessee under the Lease; or
  - (j) Anything else which under the law relating to sureties would, but for this provision, have the effect of releasing the Guarantor.
- 1.2 This Guarantee and Indemnity shall be a continuing guarantee and indemnity and shall remain in full force until the full amount for which the Guarantor is liable under the Lease has been paid to the Lessor and shall be enforceable by the Lessor without first taking any steps or proceedings against the Lessee. Despite the termination or expiration of the Lease, the Lessor may determine if and when it shall enforce or refrain from enforcing this Guarantee and Indemnity.
- 1.3 The liability of the Guarantor under this Guarantee and Indemnity shall extend to all amounts which:-
- (a) May be payable by the Lessee to the Lessor for any period during which the Lessee overholds under the Lease or otherwise remains in occupation of the Premises notwithstanding that the Term of the Lease has expired or may otherwise have terminated;
  - (b) may be payable by the Lessee to the Lessor under any equitable lease which may arise on the exercise by the Lessee of any option for a Further Term contained in the Lease; or
  - (c) the Lessor has been paid by the Lessee but which the Lessor is obliged to repay on the ground of preference or otherwise.
- 1.4 The Guarantor covenants that there is a benefit accruing to the Guarantor as a result of the Lessor entering into the Lease with the Lessee.
- 1.5 Any notice required or permitted under this Guarantee and Indemnity shall, in addition to any method prescribed by law, be deemed to have been validly given in accordance with the procedures referred to in Clause 3(l) of the Lease.
- 1.6 It is the intention of the parties that where the context so admits:-
- (a) the singular includes the plural and the masculine gender includes the feminine and neuter genders;
  - (b) the expressions 'Guarantor', 'Lessor' and 'Lessee' when used in reference to an individual or individuals, shall be deemed to include and also to refer to his, her or their respective heirs, executors, administrators and transferees and when used in reference to a body corporate shall be deemed to include and also to refer to the successors and permitted assigns of the body corporate. The expression 'Lessor' shall also include the registered proprietor or proprietors from time to time of the Premises referred to in the Lease;
  - (c) A reference to 'Liquidation' includes official management, receivership, appointment or an administrator,

deregistration, winding up, dissolution, assignment for the benefit of or compromise, arrangement, composition or moratorium with creditors generally or any class of creditors, deed of company arrangement, insolvency, bankruptcy or a similar procedure or, where applicable, changes in the constitution of any partnership or person or death:

(d) Where there is more than one Guarantor, the liability of the Guarantors shall be joint and several.

Executed by the Guarantor as a Deed and dated

30 / 11 20 15

SIGNED SEALED AND DELIVERED by )

In the presence of: )

Witness: )

Signature \_\_\_\_\_

CATHERINE MONTIS

Print Full Name \_\_\_\_\_

SIGNED SEALED AND DELIVERED by )

In the presence of: )

Witness: )

Signature \_\_\_\_\_

Print Full Name \_\_\_\_\_



**national**  
REAL ESTATE

Collie & Tierney



The Real Estate Institute of Victoria Ltd.  
ACN 004 210 897

## Schedule

COMMERCIAL - SCHEDULE 144

1. Lessor: Carramar Estate Pty. Limited ACN 002 559 382  
134 Reserve Road  
Piangil Vic 3597
2. Lessee: Kure Supplies Pty Ltd ACN 609 351 331  
Level 1, 87 Langtree Avenue  
Mildura Vic 3500
3. Premises: 9 Byrne Court, Mildura Vic 3500
4. Fixtures and Chattels (if any): All fixtures and fittings bought to the premises before the commencement of the lease
5. Terms: Six (6) Years and Four (4) Months
6. Commencement Date: 01/12/2015
7. Rental: \$35,000.00 per annum plus GST from 01/12/2015 - 30/11/2016, \$40,000 per annum plus GST from 01/12/2016 - 30/11/2017, \$50,000 per annum plus GST from 01/12/2017 - 30/11/2018, \$60,000 per annum plus GST from 01/12/2018 - 30/11/2019, \$70,000 per annum plus GST from 01/12/2019 - 30/11/2020, \$77,500 per annum plus GST from 01/12/2020 - 31/03/2022

### Clause

- 1(a) 8. Manner of payment of rental: Equal instalments calendar Monthly in advance @ \$2,916.67 plus GST of \$291.67 for the first year
- 1(a) 9. Lessor's Agent: Collie & Tierney (Mildura) Pty Ltd  
67 Lime Avenue  
Mildura Vic 3500
- 1(b) 10. Outgoings excluded: Nil
- 1(b) 11. Portion of rates, taxes, etc. to be borne by the Lessee: Mildura Rural City Council Rates and charges, Lower Murray Water Rates and charges including water by measure, Goods and Services Tax
- 11A. The proportion that the lettable area of the Premises bears to the lettable area of the Building: 100%
- 1(c) 12. Portion of building operating expenses to be borne by the Lessee: Public liability and Plate glass insurance, Building Insurance
- 1(o) 13. Use of the premises: Office/Storage/Warehousing
- 1(v) 14. Security Deposit: Nil
- 3(f) 15. Further Term(s): Two (2) further terms of Three (3) Years each
- 3(f) 16. Last date for exercise Option: 31/12/2021

**3(g) 17. Market Review Date(s): N/A**

**3(h)&(i) 18. Adjustment Date(s): Fixed 3.5% at the start of the first further term and annually thereafter for the balance of the lease and renewals thereof.**

**3(i) 19. Percentage increase in rental: NIL**

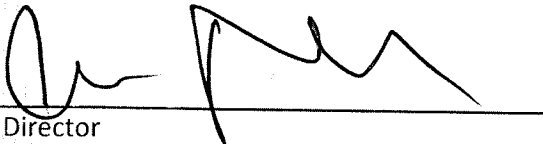
**20. Special Conditions:**

- **Landlord to organise at their cost office to be cleaned, lawns to be mowed, air-conditioners and fire equipment to be serviced**

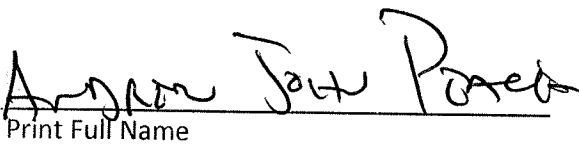
Executed by the parties as a Deed and dated

4TH DECEMBER 2015

Executed by Carramar Estate Pty. Limited  
(ACN 002 559 382 in accordance with  
Section 127 (1) Of the Corporations Act 2001  
(Commonwealth) by authority of its Directors

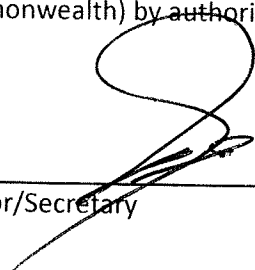
  
Director

\_\_\_\_\_  
Director/Secretary

  
Print Full Name

\_\_\_\_\_  
Print Full Name

Executed by Kure Supplies Pty Ltd  
(ACN 609 351 331 in accordance with  
Section 127 (1) Of the Corporations Act 2001  
(Commonwealth) by authority of its Directors

  
Director/Secretary

\_\_\_\_\_  
Director/Secretary

**Khaled Mohamed El-Sheikh**

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Print Full Name

## Disclosure Statement by the Landlord of a Retail Premise

### RETAIL LEASES AMENDMENT REGULATIONS 2010 (SR NO 91 OF 2010) SCHEDULE 1

#### SCHEDULE 1 DISCLOSURE STATEMENT

by the landlord under the  
Retail Leases Act 2003

#### NOTE

This statement is to be completed by the Landlord and should be provided to the Tenant along with the Information Brochure about retail leases published by the Small Business Commissioner and a copy of the lease at least 7 days before the signing of a new lease. The Information Brochure is also available at the Office of the Small Business Commissioner.

If the Tenant has exercised or is entitled to exercise an option to renew a retail premises lease, the Landlord is required to provide this statement to the Tenant at least 21 days before the end of the current term.

In the situation where all of the parties to a retail premises lease enter into an agreement to renew the lease, the Landlord is required to provide this statement to the Tenant at least 14 days after the entering into of the agreement.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the **Retail Leases Regulations 2003**.

It is prudent for a Tenant to obtain independent legal and financial advice before entering into a retail premises lease.

The Tenant has remedies including termination of a lease under the **Retail Leases Act 2003** if information in this statement is misleading, false or materially incomplete.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

#### Disclosure Statement by the landlord

Landlord: **Carramar Estate Pty. Limited**

Tenant: **Kure Supplies Pty Ltd**

Premises: **9 Byrne Court, Mildura**

#### Contents

##### Key disclosure items

Part 1 Premises	Part 8 Trading hours
Part 2 Term of lease and options to renew lease	Part 9 Retail shopping centre details
Part 3 Works, fit out and refurbishment	Part 10 Other disclosures
Part 4 Rent	Part 11 Landlord acknowledgements and signature
Part 5 Outgoings	Part 12 Tenant acknowledgements and signature
Part 6 Other costs	Part 13 Attachments
Part 7 Alteration works (including renovations, extensions, redevelopment, demolition)	



## KEY DISCLOSURE ITEMS

- 1 Annual base rent under the lease (see item 10.1)  
\$35,000.00 p.a.  Including GST  Excluding GST
- 
- 2 Is a rent based on turnover payable by the tenant in year 1? (see item 12)  
 Yes  No
- 
- 3 Total estimated outgoings and promotion and marketing costs for the tenant in year 1 (see Part 5 and Part 6)  
\$14,500.00  Including GST  Excluding GST
- 
- 4 Term of the lease (see item 5)  
Six (6) years Four (4) months
- 
- 5 Estimated commencement date of the lease (see item 5.1)  
01/12/2015
- 
- 6 Estimated handover date of the premises (see item 7.1)  
01/12/2015
- 
- 7 Does the tenant have an option to renew for a further period (exercised in writing and given to the landlord on or before the last day stated in the option clause)? (see item 6)  
 Yes  No
- 
- 8 Does the lease provide the tenant with exclusivity in relation to the permitted use of the premises? (see item 2.2)  
 Yes  No
-

## PART 1 PREMISES

### 1 Premises details

#### 1.1 Street address of premises

**9 Byrne Court, Mildura**

(insert street address of premises and, as applicable, shop number, name of the building/centre in which the premises is located, street address of the building/centre)

#### 1.2 Plan of premises (if available)

(insert description of premises by reference to a prepared plan. Attach the plan to this disclosure statement as per item 33.1)

#### 1.3 Lettable area of premises

**1,960 m<sup>2</sup>**  Actual  Estimate Will a survey be conducted?  Yes  No

#### 1.4 Existing structures, fixtures, plant and equipment in the premises, provided by the landlord

(excluding any works, fit out and refurbishment described in Part 3) (Select as appropriate)

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> air conditioning | <input type="checkbox"/> cool room                              | <input checked="" type="checkbox"/> floor coverage                              |
| <input type="checkbox"/> grease tap                  | <input type="checkbox"/> hot water service                      | <input checked="" type="checkbox"/> lighting                                    |
| <input type="checkbox"/> mechanical exhaust          | <input checked="" type="checkbox"/> painted walls               | <input checked="" type="checkbox"/> plastered walls                             |
| <input type="checkbox"/> shop front                  | <input checked="" type="checkbox"/> sink                        | <input type="checkbox"/> sprinklers   |
| <input type="checkbox"/> suspended ceilings          | <input checked="" type="checkbox"/> telephone                   | <input checked="" type="checkbox"/> water supply                                |
| <input type="checkbox"/> waste                       | <input type="checkbox"/> electrical distribution load (3 phase) | <input checked="" type="checkbox"/> electrical distribution load (single phase) |
| <input type="checkbox"/> separate utility meter-gas  | <input type="checkbox"/> separate utility meter-water           | <input checked="" type="checkbox"/> separate utility meter-electricity          |
| <input type="checkbox"/> other                       |   |   |

#### 1.5 Services and facilities provided by the landlord for the benefit of the premises

(for example, security services, cleaning)

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**2 Permitted use**

**2.1 Description of permitted use**

**Office/Storage/Warehousing**

(note: the tenant should investigate if the proposed use of the premises is permitted under planning laws)

**2.2 Is the permitted use described in item 2.1 exclusive to the tenant?**  Yes  No

**3 Number of car parking spaces**

**3.1 Approximate total spaces** \_\_\_\_\_ spaces

**3.2 Available spaces for customers of the building/centre** \_\_\_\_\_ spaces

**3.3 Reserved spaces for use of the tenant only** \_\_\_\_\_ spaces

**4 Head lease**

**4.1 Is the premises under a head lease or Crown lease?**  Yes  No

**4.2 Has the landlord provided a copy of the head lease or Crown lease to the tenant?**

Yes - attached as per item 33.2

No

Not applicable

**4.3 Current term under the head lease or Crown lease and option/s to renew**

Not applicable

Details of head lease as follows:

Current term: \_\_\_\_\_ years \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_\_

Options to renew: \_\_\_\_\_ years \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_\_

Options to renew: \_\_\_\_\_ years \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_\_

Options to renew: \_\_\_\_\_ years \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_\_

Options to renew: \_\_\_\_\_ years \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_\_

Options to renew: \_\_\_\_\_ years \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_\_ to \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_\_

(list any options for further terms held by the landlord under the head lease)

**4.4 Is the head landlord's consent to the lease required?**  Yes  No

**PART 2 TERM OF LEASE AND OPTION/S TO RENEW LEASE**

**5 Term of lease**

5.1 **Date lease commences** (see also date of handover at item 7)

01/12/2015 to 31/03/2022  Actual  Estimate

5.2 **Length of term** Six (6) years Four (4) months

5.3 **Date lease expires** (based on the date indicated at item 5.1 as the date the lease commences)

31/03/2022

**6 Option/s to renew lease**

6.1 **Option/s details**

(note: an option to renew a lease must be exercised in writing and given to the landlord on or before the last day stated in the option clause of the lease)

No options to renew lease

Options as follows:

Length of Option	Period of option	Exercise date
3 years	01/04/2022	30/09/2021
<input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimate	to 31/03/2025	to 31/12/2021
3 years	01/04/2025	30/09/2024
<input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimate	to 31/03/2028	to 31/12/2024
_____ years	_____ / _____ /20_____	_____ / _____ /20_____
<input type="checkbox"/> Actual <input type="checkbox"/> Estimate	to _____ / _____ /20_____	to _____ / _____ /20_____
_____ years	_____ / _____ /20_____	_____ / _____ /20_____
<input type="checkbox"/> Actual <input type="checkbox"/> Estimate	to _____ / _____ /20_____	to _____ / _____ /20_____
_____ years	_____ / _____ /20_____	_____ / _____ /20_____
<input type="checkbox"/> Actual <input type="checkbox"/> Estimate	to _____ / _____ /20_____	to _____ / _____ /20_____
_____ years	_____ / _____ /20_____	_____ / _____ /20_____
<input type="checkbox"/> Actual <input type="checkbox"/> Estimate	to _____ / _____ /20_____	to _____ / _____ /20_____

(List all options to renew lease)

## PART 3 WORKS, FIT OUT AND REFURBISHMENT

### 7 Date of handover

7.1 Date of handover **01/12/2015**  Actual  Estimate  
(if different to the date the lease commences indicated at item 5.1)

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### 8 Landlord's works

8.1 Description of works to be carried out by the landlord before the date the lease commences  
**Office to be cleaned, lawns to be mowed, air-conditioners & fire equipment to be serviced**  
(exclude any works that form part of the tenant's fit out at item 9)

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8.2 Estimate of expected contribution by the tenant towards the cost of the landlord's works  
**\$0.00** (see also outgoings (item 14) in relation to any maintenance and repair outgoings)

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### 9 Tenant's fit out works

9.1 Fit out works to be carried out by the tenant (excluding the landlord's works at item 8)

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9.2 Is the landlord providing any contribution towards the cost of the tenant's fit out?  
 Yes (insert details of the landlord's contribution)  No

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9.3 Does the landlord have requirements as to the quality and standard of shop front and fit out?  
 Yes (insert details or provide fit out guide)  No  
**To tradesman like standards**

**PART 4 RENT****10 Annual base rent**

10.1 **Starting annual base rent** **\$35,000.00** p.a.  Including GST  Excluding GST  
 (i.e. when the lease commences)

10.2 **Rent free period** (describe any rent free period)

**Four (4) Month 01/12/2015 - 31/03/2016**

10.3 **Date of rent commencement** **01/04/2016**

**10.4 How are rent payments to be made?**

**Equal instalments calendar monthly in advance @ \$2,916.67 plus GST of \$291.67 for the first year**

(insert description of how rent is paid - e.g. by equal monthly instalments in advance on the first day of each month, other than the first and last payments which are calculated on a pro-rata basis)

**11 Rent adjustment (rent review)****11.1 Rent adjustment date(s) and adjustment method**

**Fixed rental increases for the initial term**

**Year 2 01/12/2016 - 30/11/2017 \$40,000 p.a. plus GST**

**Year 3 01/12/2017 - 30/11/2018 \$50,000 p.a. plus GST**

**Year 4 01/12/2018 - 30/11/2019 \$60,000 p.a. plus GST**

**Year 5 01/12/2019 - 30/11/2020 \$70,000 p.a. plus GST**

**Year 6 and 4 months 01/12/2020 - 31/03/2022 \$77,500 p.a. plus GST**

**Thereafter annually fixed 3.5% at the start of the first further term and annually thereafter for the balance of the lease and any renewals thereof.**

(insert a list of all rent adjustment dates and adjustment methods - e.g. fixed increase by X%, fixed increase by \$X, current market rent, indexed to CPI)

**12 Rent based on turnover****12.1 Is a rent based on turnover payable by the tenant?**

Yes (if yes, insert method of calculating the turnover rent)  No

(Note, the lease must specify the method by which a rent based on turnover is to be determined)

**12.2 If a rent based on turnover is not required to be paid, does the landlord require the tenant to provide details of turnover?**

Yes  No

**PART 5 OUTGOINGS**

**13 Contribution by tenant towards landlord's outgoing**

**13.1 Is the tenant required to pay or contribute towards the landlords outgoing?**

Yes  No

**13.2 Describe any period during which the tenant is not required to pay outgoing**

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**13.3 Date on which payment of outgoing is to commence 01/12/2015**

**13.4 Formulae for apportioning outgoing**

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(insert formulae on how outgoing payable by tenant is to be apportioned)

**14 Outgoing estimates (annual) for the 12 month period**

**01/07/2015 to 30/06/2016**

(State which of the following are payable by the tenant. The landlord may be prevented by the Retail Leases Act 2003 from claiming certain costs)

<b>14.1 Administration</b>	(Estimate (including GST) per annum for the building/centre)
Administration costs (excluding management fees and wages)	<b>\$0.00</b>
Audit fees	<b>\$0.00</b>
Management fees	<b>\$0.00</b>

**14.2 Air conditioning/temperature control**

Air conditioning maintenance	<b>\$400.00</b>
Air conditioning operating costs	<b>\$0.00</b>

**14.3 Building/centre management**

Body corporate/strata levies	<b>\$0.00</b>
Building intelligence services	<b>\$0.00</b>
Customer traffic flow services	<b>\$0.00</b>
Energy management services	<b>\$0.00</b>
Gardening and landscaping	<b>\$0.00</b>
Insurance	<b>\$5,000.00</b>
Pest control	<b>\$0.00</b>
Ventilation	<b>\$0.00</b>

**14.4 Building/centre security**

Caretaking	\$0.00
Emergency systems	\$0.00
Fire levy	\$0.00
Fire protection	\$600.00
Security services	\$0.00

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**14.5 Cleaning**

Cleaning consumables	\$0.00
Cleaning costs (excluding consumables)	\$0.00

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**14.6 Communications**

Post boxes	\$0.00
Public telephones	\$0.00

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**14.7 Customer facilities**

Car parking	\$0.00
Child minding	\$0.00
Escalators	\$0.00
Lifts	\$0.00
Uniforms	\$0.00

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**14.8 Customer information services**

Information directories	\$0.00
Public address/music	\$0.00
Signage	\$0.00

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**14.9 Government rates and charges**

Local government rates and charges	\$7,500.00
Water, sewerage and drainage rates and charges	\$1,000.00

(Note: under section 50 of the Retail Leases Act 2003, the landlord may not claim land tax as an outgoing)

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**14.10 Repairs**

Repairs and maintenance	\$0.00
Sinking fund for repairs and maintenance	\$0.00

(Note: under section 41 of the Retail Leases Act 2003, the landlord may not claim the capital costs of the building/centre in which the premises are located)



**14.11 Utility services**

Electricity	at tenant cost
Gas	at tenant cost
Oil	at tenant cost
Water	at tenant cost

**14.12 Waste management**

Sewerage disposal	\$0.00
Waste collection and disposal	\$0.00

**14.13 List any other outgoings**

All utilities to be directly billed to the tenant at their own cost \$0.00

_____	\$0.00
_____	\$0.00

**14.14 Total outgoings for the building/centre \$14,500.00**

**14.15 Formula for determining tenant's share of the total outgoings for the building/centre**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**14.16 Estimated tenant contribution to outgoings \$14,500.00**

**PART 6 OTHER COSTS****15 Advertising and promotional costs**

**15.1 Is the tenant required to contribute towards advertising and promotional costs (including marketing fund contributions) for the building/centre?**

Yes  No

**15.2 Tenant's contribution to advertising and promotional costs per annum**

Not Applicable

Yes - contribution per annum is \$ \_\_\_\_\_  Actual  Estimate

Yes - contribution per annum is \_\_\_\_\_ % of the rent (excluding GST) payable from time to time

Yes (insert details of tenant's contribution per annum and how this is determined)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**16 Other monetary obligations and charges**

**16.1 Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement** (e.g. interest and legal costs)

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**PART 7 ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)**

**17 Alteration Works**

**17.1 Are there any alteration works, planned or known to the landlord at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms?**

Yes (insert details of the proposed works)  No

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**18 Clauses in lease dealing with relocation and demolition works**

**18.1 Clause(s) in lease providing for relocation of tenant**

Clause(s) of the lease  Not applicable

**18.2 Clause(s) in lease providing for demolition of the premises or building/centre**

Clause(s) of the lease  Not applicable

**PART 8 TRADING HOURS**

**19 Core trading hours relevant to the tenant**

Monday	_____ am	to	_____ pm
Tuesday	_____ am	to	_____ pm
Wednesday	_____ am	to	_____ pm
Thursday	_____ am	to	_____ pm
Friday	_____ am	to	_____ pm
Saturday	_____ am	to	_____ pm
Sunday	_____ am	to	_____ pm
Public holidays	_____ am	to	_____ pm

**20 Tenant access to premises outside core trading hours**

**20.1 Is the tenant permitted to access the premises and building/centre outside core trading hours?**

Yes (provide details including cost of access)  No

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**PART 9 RETAIL SHOPPING CENTRE DETAILS**

(note: this Part must only be completed if the premises are in a retail shopping centre as defined in section 3 of the Retail Leases Act 2003)

**21 Retail shopping centre details**

**21.1 Total number of shops** \_\_\_\_\_ shops

**21.2 Gross lettable area of the centre** \_\_\_\_\_ m<sup>2</sup>  Actual  Estimate

**22 Annual turnover of the shopping centre**

**22.1 Annual estimated turnover (where collected)** \$\_\_\_\_\_  Including GST  Excluding GST

**22.2 Annual estimated turnover by specialty shops per m<sup>2</sup> (where collected)**

Food \$\_\_\_\_\_ per m<sup>2</sup>  Including GST  Excluding GST

Non food \$\_\_\_\_\_ per m<sup>2</sup>  Including GST  Excluding GST

Services \$\_\_\_\_\_ per m<sup>2</sup>  Including GST  Excluding GST

**23 Major/anchor tenants**

**23.1 Major/anchor tenants and lease expiry dates**

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(list all major and anchor tenants (e.g. department stores, discount department stores, supermarkets) and the dates on which leases held by those tenants expire)

**24 Floor plan and tenancy mix**

**24.1 Floor plan showing tenancy mix, common areas, common area trading, kiosks and major tenants**

Attached as per item 34.1

**24.2 Does the landlord assure the tenant that the current tenant mix will not be altered by the introduction of a competitor?**  Yes  No

**25 Customer traffic flow information**

**25.1 Does the landlord collect customer traffic flow information?**

Yes - attached as per item 34.2  No

**26 Casual mall licensing for common areas**

**26.1 Do you adhere to the Shopping Centre Council of Australia's Casual Mall Licensing Code of Practice?**

Yes - casual mall licensing policy attached as per item 34.3  No

**PART 10 OTHER DISCLOSURES****27 Other disclosures****27.1 Are there any current legal proceedings in relation to the lawful use of the premises or building/centre?** Yes (provide details)  No

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**28 Representations by landlord****28.1 Any other representations by the landlord or the landlord's agent**

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(landlord to insert details of any other oral or written representations made by the landlord or the landlord's agent)

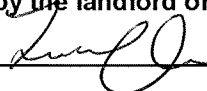
**PART 11 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE****29 Acknowledgements by landlord****By signing this disclosure statement, the landlord confirms and acknowledges that:**

- this disclosure statement contains all representations in relation to the proposed lease by the landlord and the landlord's agents as at the date of this disclosure statement;
- this disclosure statement reflects all agreements that have been made by the parties;
- the landlord has not knowingly withheld information which is likely to have an impact on the tenant's proposed business.

**Warnings to landlord when completing this disclosure statement:**

- The tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.

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**30 Landlord's signature****30.1 Name of landlord** (insert name of landlord)**Carramar Estate Pty. Limited****30.2 Signed by the landlord or the landlord's agent for and on behalf of the landlord**

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**30.3 Name of the landlord's authorised representative or landlord's agent****Joseph Fleri**

(insert name of person signing with the authority of the landlord)

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**30.4 Date**     **02/11/2015**

## PART 12 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

### 31 Acknowledgements by the tenant

By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement

Before entering into a lease, tenants should consider these key questions:

- Does the planning authority allow your proposed use for the premises under planning law?
- Is the security of your occupancy affected by:
  - mortgages, charges or encumbrances granted by the landlord?
  - rights and obligations under a head lease?
- Does the premises comply with building and safety regulations? Is the premises affected by outstanding notices by any authority?
- Could your trading be affected by disturbances or changes to the building/centre?
- Does the landlord require you to refurbish the premises regularly or at the end of the lease?
- Can the landlord end the lease early even if you comply with the lease?
- Are all the existing structures, fixtures and plant and equipment in good working order?
- Are you required to make good the premises at the end of the lease?
- Is the tenancy mix of the shopping centre (if applicable) likely to change during the term of the lease? (see item 24.2)

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### 32 Tenant's signature

It is important that a tenant seek independent legal and financial advice before entering into a lease.

32.1 Name of tenant (insert name of tenant)

32.2 Signed by the tenant or for and on behalf of the tenant

32.3 Name of the tenant's authorised representative (insert name of person signing with authority of the tenant)

32.4 Date \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_\_

**PART 13 ATTACHMENTS****33 List of attachments**

33.1 **Plan of premises** (see item 1.2) **Attached?**  Yes  Not applicable

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33.2 **Head lease or Crown lease** (see item 4.2) **Attached?**  Yes  Not applicable

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33.3 **Additional attachments** (list of any additional attachments)

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**34 List of attachments - retail shopping centre**

(this item must be completed only if the premises are in a retail shopping centre as defined in section 3 of the Retail Leases Act 2003)

34.1 **Floor plan** (see item 24.1) **Attached?**  Yes  Not applicable

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34.2 **Customer traffic flow statistics** (see item 25.1) **Attached?**  Yes  Not applicable

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34.3 **Casual mall licensing policy** (see item 26.1) **Attached?**  Yes  Not applicable

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34.4 **Additional attachments relating to the retail shopping centre** (list of any additional attachments)

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# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## 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.

(04/10/2016)