

GENERAL CONDITIONS

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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1. Encumbrances

- (a) The purchaser buys the property subject to:
- (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (ii) Any reservations in the crown grant; and
 - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

- (c) 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

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) Has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) 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;
 - (v) Legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
 - (ii) 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
 - (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) 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.
- (b) 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

- (a) Unless settlement is to be conducted electronically, the transfer of land 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.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining

the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;

- (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:
 - A. the vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
 - B. the purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
 - C. the vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
 - D. the Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.

- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
- (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and
 - C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
- (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.

- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (i) Must not exceed 10% of the price; and
 - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
- (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
- (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
 - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 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 bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) general condition 12(a) has been satisfied; and
 - (ii) the purchaser has not made a valid objection to title.
- (d) If there is mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
 - (i) general condition 12(a) has been satisfied; and
 - (ii) the purchaser has not made a valid objection to title; and
 - (iii) the vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
 - (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the Particulars of Sale or the Special Conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, then the vendor will repay to the purchaser any money paid on account of GST.

- (d) This clause applies if 'going concern' is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38.325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if 'farm land used for farming business or sale of subdivided farm land to an associate' is specified in the particulars of sale.
 - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
 - (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.
- (f) This clause applies if 'mixed supply' is specified in the particulars of sale.
 - (i) GST is included in the price.

- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
 - (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
 - (iv) The parties must agree the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.
- (g) **GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
 - A. If the particulars of sale indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
 - A. Where the margin scheme applies 7% of the purchase price; otherwise
 - B. 1/11th of the consideration inclusive of GST (which may include non-cash consideration).
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount

- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
- B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

- (v) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

14. Loan, building report or pest report

- (a) 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 within 21 days of the day of sale (the approval date) or any later date in accordance with this general condition (the extended approval date).
- (b) If the loan has not been approved by the approval date, the approval date is extended for a period of 14 days (the extended approval date).
- (c) The vendor may end the contract after the approval date and before being advised that the loan has been approved by giving the purchaser 2 clear business days notice of its intention to end the contract unless the purchaser advises the vendor in writing before the expiration of those 2 clear business days that the loan has been approved or that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved by the approval date, or the extended approval date (if applicable) but only if the purchaser:
 - (i) applied for the loan; and

- (ii) did everything reasonably required to obtain approval of the loan; and
 - (iii) provides written proof to the vendor that the loan was not approved; and
 - (iv) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or the extended approval date (if applicable); and
 - (v) is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date (if applicable) but only if the purchaser:
- (i) applied for the report; and
 - (ii) provides the vendor with a copy of the written report; and
 - (iii) serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date (if applicable); and
 - (iv) is not in default under any other condition of this contract when the notice is given; and
- the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.
- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

- (a) All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement then adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.
- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.

- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) by email.
- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;
 - (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed.

- (v) 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.

- (d) The word 'document' includes any 'demand' or 'notice' and 'service' includes 'give'.

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.

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

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

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or sub-leases of the lease.
- (b) If the vendor is unable to provide an original lease then the vendor must provide a copy acknowledged by the current tenant as binding on the parties.

23. Loss or damage before settlement

- (a) 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.
- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 & 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the 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

- (a) 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.
- (b) The default notice must:
 - (i) specify the particulars of the default; and
 - (ii) state that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. the default is remedied; and
 - B. costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days the other party may give a rescission notice.
- (b) The rescission notice must:
 - (i) specify the particulars of the failure to comply with the default notice; and

- (ii) state that the contract will be ended in 10 days after the notice is given unless:
 - A. the default is remedied; and
 - B. further costs of \$440, including GST are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
 - (iv) 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
 - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

Special Conditions

1 Title

1.1 No objection

(a) On registration by the Registrar of the Plan of Subdivision (PS749592T), the Purchaser must accept as identical with the Property the Lot corresponding to the Property and the Purchaser must not make any requisition or objection, delay settlement, rescind or terminate this contract or claim any compensation in respect of:

- (1) alterations to the Plan of Subdivision made in accordance with this contract;
- (2) any matter contained in, endorsed upon or annexed to the Plan of Subdivision when it is registered by the Registrar;
- (3) any Section 173 Agreement entered into by the Vendor whether or not registered on title;
- (4) any variations between the number, size or location of the Lots presently appearing on the Plan of Subdivision and as appearing on the Plan of Subdivision as registered; or
- (5) any renumbering of any Lot of the Plan of Subdivision

1.2 Restriction and conditions

The Purchaser buys the Property subject to any statute, order, regulation, by-law and local law, restriction and condition imposed on the Property by or with the authority of any Authority including under the Planning Permit, as a result of the Application, as a result of any Section 173 Agreement or under any applicable planning scheme and any other applicable planning controls.

1.3 Subdivision Act

The Purchaser admits that the Property is sold subject to the provisions of the Subdivision Act and purchases the Property subject to any easements, covenants or similar encumbrances affecting the Land and those created by the Subdivision Act, and the Purchaser must not make any requisition or objection, delay settlement, rescind or terminate this contract or claim any compensation in relation to those easements, covenants or encumbrances.

1.4 Covenant

The Purchaser acknowledges that the Property is sold subject to any Covenant.

1.5 Sale of Land Act

The Vendor and the Purchaser agree that:

- (1) section 10(1) of the Sale of Land Act will not apply to this contract in respect of the final location of any easement on the Plan of Subdivision;
 - (2) Easements for services may need to be created; and
 - (3) lot boundaries may need to be realigned to accommodate service.
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1.6 **Section 173 agreement**

- (1) The Purchaser acknowledges that it may be necessary or desirable for the Vendor to enter into Section 173 Agreements that effect the Site, including any which may be required by a Responsible Authority in connection with the Planning Permit.
- (2) The Purchaser must:
 - (a) not rescind or terminate this contract, delay settlement or claim any compensation in relation to any act, matter to thing contained in or required by any Section 173 Agreement. and
 - (b) if required by the Vendor do all acts, matters and things including executing all consents, orders and applications necessary in order to have any Section 173 Agreement registered by the Registrar.
- (3) The Purchaser acknowledges that:
 - (a) the Responsible Authority may require a Section 173 Agreement as a condition of granting planning permission to subdivide any Lots;
 - ^(d)(b) any section 173 Agreement entered into will not constitute a defect in title to the Property.

1.7 **No caveat or priority notice**

- (1) The Purchaser must not lodge any caveat or any priority notice over any certificate of title relating to the Development, the Land or the Property including over any certificate of title that issues upon registration of the Plan of Subdivision by the Registrar.
- (2) The Purchaser acknowledges that breach of this special condition:
 - (a) **may delay or prevent registration of the Plan of Subdivision by the Registrar;**
 - (b) **may delay or prevent settlement by the Vendor of sales of all or some of the Lots; and**
 - (c) **In the event of any delays will entitle the Vendor to recover from the Purchaser interest holding cost and other charges including under any other contract of sale for any Lot or any agreement relating to financing of the Development.**

1.8 **Vendor may deal with property**

The Vendor has the right to:

- (1) grant a mortgage, charge or give other security interests over the Site, the Land, the Property or any land which may be affected by the Development;

- (2) deal with any obligations under this contract whether by way of security or assignment;
- (3) execute any mortgage, charge, etc and any other document relating to the land, the Property.
- (4) where the Vendor sells or transfers, the Land or the Property, the Vendor may transfer its interest in this contract to the sale transferee.

1.9 Sale of development

- (1) The Purchaser must, if requested by the Vendor or the New Vendor to do so:
 - ^(e) (a) **execute and deliver a Deed of Novation to the Vendor's Legal Practitioners within 7 working days and**
 - ^(f) (b) **if security for the Deposit has been provided by way of Bank Guarantee, to replace the same, in favour of any New Vendor within 7 Business Days of being requested by the Vendor of the New Vendor to do so.**
- (2) The Purchaser irrevocably appoints the Vendor and each director, as joint and several attorney to execute the Deed of Novation if the Purchaser fail to execute the Deed of Novation within 7 Business Days of being requested by the Vendor or the New Vendor to do so.
- (3) The Purchaser agrees that on novation of the contract to the New Vendor, the Purchaser releases the Vendor from all obligations under the contract and agrees that the Deposit (including any interest) may be transferred to the New Vendor's legal practitioner to be held in accordance with the Sale of Land Act and the terms of the contract.

1.10 Additional lots

- (1) The Purchaser acknowledges that the Vendor may before or after settlement change the number of Lots by further subdividing any Lots or amalgamating any Lots with another Lot.
- (2) Subject to the Purchaser's rights (if any) under the Sale of Land Act, the Purchaser must not object, delay settlement, rescind or terminate this contract or claim any compensation in connection with the creation of additional Lots.

1.11 Additional encumbrances

- (1) The Purchaser agrees and is aware of the possibility that as from the date of this contract:

(a) all the easements, restrictions on use and covenants may not have been created;

(b) all agreements may not have been entered into; and

(c) all rights may not have been granted.

^(g)

which it may be considered necessary for any Authority, or the Vendor to create, in relation to the Property or the Development.

(2) If at any time it is considered necessary or desirable for an Authority or the Vendor to:

(a) create those easements, restrictions and covenants;

(b) enter into agreements etc.

the Purchaser must not object, or terminate this contract, claim compensation or delay completion of this contract.

1.12 Street address

The Purchaser agrees and accepts that the street address of the Property may change depending on the relevant Authority's requirements.

1.13 Acknowledgements

The Purchaser acknowledges and agrees that, except as specifically provided for in this contract:

- (1) the Purchaser has not relied upon any representation, provided by or on behalf of the Vendor, the Vendor's Agent;
- (2) the Purchaser has relied on its own enquiries in relation to all matters affecting the Property;

1.14 Environmental liability

- (1) The Purchaser acknowledges that it has inspected the Property and purchases the Property in its present condition and subject to any Contamination of the Property.
- (2) The Purchaser purchases the Property subject to whatever Contaminants including groundwater, and the Purchaser is not entitled to terminate this contract arising out of or in connection with the presence of any Contaminant (whether disclosed or otherwise in this contract).
- (3) On and from the Day of Settlement, the Purchaser must, accept full responsibility for compliance with all Environmental Laws.
- (4) The Purchaser shall from the date of settlement assume responsibility for all and any environmental liability.
- (5) The Purchaser shall not hold the Vendor responsible for any Claims, Losses, or damages resulting from cause of action arising before or after the Day of Settlement or in any way from the existence of Contaminants in, on or under the Property including actions based on injury to any person, corporation or property.

(h)

2 Vendor's Statement

The Purchaser confirms receiving a copy of this contract and the Vendor's Statement.

3 Deposit

3.1 Amount

- (1) The Deposit should not exceed 10% of the Price.
- (2) The Deposit is to be paid to the Vendor's Legal Practitioner's trust account to be held in trust for the Purchaser until the registration of the Plan of Subdivision, after which it shall be held on trust for the Vendor and the Purchaser until the Deposit is released in accordance with the Sale of Land Act.

- (3) A Bank Guarantee will not be acceptable by the Vendor.

3.2 Investment

- (1) The Purchaser authorises the Vendor's Legal Practitioner to invest the Deposit in a interest bearing trust account on trust until the registration of the Plan of Subdivision.
- (2) The Purchaser shall notify the Vendor's Legal Practitioner of its Tax File Number.
- (3) The parties must not make any claim whatsoever against the Vendor's Legal Practitioner arising from or related to investment of the Deposit or any failure to invest the Deposit and the Vendor and the Purchaser forever release the Vendor's Legal Practitioners from all claims in that regard.

3.3 Interest

- (1) All interest which accrues on the Deposit investments will be paid to the party to whom the Deposit is ultimately payable under this contract.
- (2) The Purchaser irrevocably directs the Vendor's Legal Practitioner to pay to the Vendor any interest which accrues on the invested Deposit which is held by the Vendor's Legal Practitioner as at the Day of Settlement or, if this contract is rescinded due to default by the Purchaser, on the day after rescission of the contract.

3.4 Loss of deposit

- (i) **Neither the Vendor nor the Vendor's Legal Practitioner is liable to the purchaser under any circumstances for the loss of the Deposit or any interest, due to the negligence, default or insolvency of the bank and the parties forever release the Vendor's Legal Practitioner for any loss or liability related to investment of the Deposit in good faith.**

3.5 Deposit as security

The Purchaser pays the Deposit as part of the Price and security for performance of its obligations under this contract.

4 Registration of the plan of subdivision

4.1 Conditions subsequent – plan registration

- (1) This contract is conditional upon the Plan of Subdivision being registered by the Registration Date.
- (2) The period between the Day of Sale and the Registration Date is the specified period for the purposes of Section 9AE(2) of the Sale of Land Act.

4.2 Vendor's obligations

The Vendor must at its own expense endeavor to have the Plan of Subdivision registered by the Registrar.

4.3 Rescission – onerous conditions

If any requirement or condition imposed by the Responsible Authority, the Registrar or any other Authority in connection with the approval, certification or registration of the Plan of Subdivision is, in the opinion of the Vendor, acting in good faith, too onerous for the Vendor to perform or if registration of the Plan of Subdivision is refused (other than as a result of a wrongful act or omission of the Vendor) the Vendor will be entitled to rescind this contract by giving Notice to the Purchaser with immediate effect.

4.4 Time of Registration.

If the Plan of Subdivision is not registered by the Registrar within **36 months** of the date of this contract, either party may at any time after the Registration Date but before the Plan of Subdivision is registered by the Registrar rescind this contract by Notice with immediate effect in accordance with the Sale of Land Act.

4.5 Consequences of rescission

- (1) If this contract is rescinded the Deposit will be refunded to the Purchaser and neither party will have any further liability to the other in relation to this contract.
- (2) The Purchaser must not claim any compensation if the contract is rescinded.
- (3) The right to a refund of the Deposit shall be the sole right of the Purchaser in connection with such rescission.

4.6 Alterations to plan of subdivision and consolidation

- (1) Subject to section 9AC of the Sale of Land Act, the Vendor may make such alterations to the Plan of Subdivision as it requires including without limitation amendments that are:
 - (a) necessary to ensure that the Plan of Subdivision accords with the Property as proposed, designed or built from time to time;
 - (b) required to accord with good surveying practice and all laws.
 - (c) required in order to deliver services to each Lot;
 - (d) required to meet any requirement, or requisition of the Responsible Authority, the Registrar, or any Authority to enable the Plan of Subdivision to be certified by the Responsible Authority or registered by the Registrar; or
 - (e) considered by the Vendor to be necessary or desirable for the purposes of the Development which may include creating additional Lots or consolidating Lots.

- (2) If the Vendor makes any amendment contemplated by this special condition then subject to section 9AC of the Sale of Land Act the Purchaser must not rescind or terminate this contract, delay settlement or claim any compensation on the grounds that the Plan of Subdivision as registered by the Registrar does not accord with the Plan of Subdivision.

4.7 Conditions subsequent – approvals and financial close

- (1) The contract is subject to and conditional upon, as conditions subsequent to the formation of this contract:

- (a) the Vendor obtaining all necessary approvals (including planning approvals) from the Responsible Authority and any relevant Authority to develop, subdivide and use the Site in the manner contemplated by the plan of Subdivision and on terms acceptable to the Vendor in its absolute discretion before the Approvals Date;
- (b) the Vendor entering into a contract with a contractor, for the construction of the Civil Works in its absolute discretion.
- (c) The Vendor entering into contracts for the sale of Lots;
 - (i) with third party purchasers, at prices and on terms acceptable to the Vendor in its absolute discretion; and
 - (ii) sufficient in total sales value, in the opinion of the Vendor in its absolute discretion, to justify proceeding to undertake the Development,
- (d) the Vendor:
 - securing finance for the Development; and on terms acceptable to the Vendor in its absolute discretion.

- (2) The conditions in this special condition are for the sole benefit of the Vendor.
- (3) The Purchaser must not claim any compensation if the contract is rescinded pursuant to this special condition the right to a refund of the Deposit is the sole right of the Purchaser in connection with such rescission.

4.8 Vendor not required to amend title or plan

The Purchaser is not entitled to call on the Vendor to amend title or to amend the Plan of Subdivision or contribute to the expense of any amendment of title or amendment of the Plan of Subdivision.

5 Re-sales and Nomination

5.1 Restriction on re-sales

- (1) The Purchaser must not until after settlement sell, transfer, assign or otherwise in any way whatsoever deal with its interest in the Property or any of the Purchase's right or interest in, to or under this contract without the prior written consent of the Vendor (which may be given or withheld in the absolute discretion of the Vendor).
- (2) The Purchaser acknowledges that special condition 7.1(1) is an essential term of this contract.

5.2 Nomination

The Purchaser must not nominate a substitute or additional transferee unless the purchaser obtains the Vendor's prior written consent.

6 Adjustment of outgoings

6.1 General Condition 15

General Condition 15 shall be read to include as periodic outgoings the Purchaser's Proportion of any rates, taxes, assessments, fire insurance premiums, congestion levy, charges, levies or contributions or other property outgoings not separately assessed on the Property.

6.2 Date for adjustment

All adjustments shall be made as though settlement occurred on the Date of Settlement, even if settlement is delayed.

6.3 Statement of adjustments

- (1) The Vendor may, but is under no obligation to do so, provide the Purchaser with a statement of or a format for a statement of adjustments.
- (2) If the Vendor issues a statement of or format for the statement of adjustments:
 - (a) this will be adapted and accepted by the Purchaser except in cases of manifest error; and
 - (b) if Settlement does not occur on the date set out in the adjustments and a readjustment is required, the Vendor may required the Purchaser to readjust and deliver the adjustments to the Vendor's Legal Practitioner with changes to the amounts but otherwise adopting the same format as the adjustments provided by the Vendor.
- (3) The parties agree that where a mathematical mistake has occurred so that a party:
 - (a) this will be adopted and accepted by the Purchaser except in case of manifest error; and
 - (b) if Settlement does not occur on the date set out in the adjustments and a readjustment is required, the Vendor may require the Purchaser to readjust and deliver the adjustments to the Vendor's Legal Practitioner with changes to the amounts but otherwise adopting the same format as the adjustments provided by the Vendor.

⁽ⁿ⁾ under the terms of the contract, the party may, in addition to all other remedies of that party, within 3 months from the Day of Settlement, by notice in writing require the other party to pay to that party an amount equal to the financial measure of the mistake.
- (4) If the Vendor does not intend to provide the Purchaser with a statement of adjustments, the Purchaser must deliver a draft statement of adjustment to the Vendor's Legal Practitioner no less than 5 Business Days' prior to the Date for Settlement.

6.4 Supplementary rates

If any supplementary rates or outgoings are assessed, levied or changed against the Property in or after the rating year in which the Date of Settlement, the Purchaser shall be solely responsible to bear or pay the supplementary amount.

6.5 Apportionment

If the Property is not separately assessed at the Day of Settlement, then outgoings will be apportioned between the Vendor and the Purchaser on the basis that the Purchaser is liable for the proportion of outgoings equal to the proportion which the lot liability of the Land bears to the total liability of all Lots in the Plan as registered or such other basis as reasonably determined by the Vendor.

6.6 Land Tax

Land tax must be adjusted between the parties on the full amount assessed by the State Revenue Office in relation to the Site, regardless of whether land tax would be payable on a single holding basis.

6.7 Additional Land Tax Liability

- (1) The Purchaser acknowledges and agrees that:
 - (a) if the Purchaser is in breach of this contract by not completing this contract on the date set out in this contract; and
 - (b) if as a result of the Purchaser's breach, completion of this contract takes place on a date that is after 31 December in the year that completion of this contract is due to take place (Settlement Year); then,
 - (c) the Purchaser's breach will result in an increase in the amount of the Vendor's land tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the Vendors' total landholdings in Victoria; and
 - (d) the additional land tax which the Vendor will incur in accordance with this special condition (Extra Land Tax) is a reasonably foreseeable loss incurred by the Vendors as a result of the Purchaser's breach in respect of which the Vendors are entitled to compensation from the Purchaser.
- (2) If this special condition applies, then, on the Day of Settlement, the Purchaser must, in addition to the balance of the price payable to the Vendors under this contract, pay to the Vendor the Extra Land Tax (Amount Paid).
- (3) The parties agree that if the Extra Land Tax as assessed by the Commissioner of State Revenue is:
 - (a) less than the Amount Paid, the Vendors must refund the difference to the Purchaser; or
 - (b) more than the Amount Paid, the Purchaser must pay the difference to the Vendors within seven days of being served with a written demand for such payment.

6.8 Payment

Outgoings for the Property will be adjusted between the Purchaser and the Vendor on the basis that they have been paid by the Vendor. Despite this the Vendor will pay all Outgoings when they are due to be paid and the Purchaser shall not be entitled to require them to be paid on an earlier date.

7 Obligation to pay

The Purchaser must pay interest on any money payable by it under this contract:

- (1) from the due date for payment until the money is paid; and
- (2) on demand or whenever other monies are paid under this contract, whichever occurs first.

8 Default

8.1 Responsibility

The Purchaser is responsible for all Loss incurred or suffered directly or indirectly by the Vendor caused or contributed by the Purchaser:

- (1) breaching any warranty under this contract;
- (2) failing to comply with this contract; or
- (3) both of (1) and (2),

including:

- (4) Loss incurred or suffered directly or indirectly under another contract;
- (5) legal fees and disbursements on a full indemnity basis and any Counsel or consultant's fees and expenses at the rate charged to the Vendor incurred in obtaining any relevant advice about a breach or failure to comply; and
- (6) additional costs and expenses including interest, discount on bills and borrowing expenses which exceed interest payable to the Vendor under this contract.

9 Foreign acquisition

- 9.1 If the Purchaser's acquisition of the Property requires approval or is notifiable under the FATA, this contract is conditional on the Purchaser applying for an obtaining an approval or exemption certificate for the acquisition under FATA by the date that is 60 days from the Day of Sale (FIRB Approval Date). Reference to the Purchaser obtaining an approval in this special condition 12.2 includes obtaining a no objection notification under FATA in response to notification of a notifiable action in respect of the sale of the Property to the Purchaser.
- 9.2 Where the Purchaser is required to apply for and obtain an approval or exemption certificate for the acquisition under FATA, the Purchaser must make such application for approval (including notice of a notifiable action) or exemption certificate under FATA in respect of the Purchaser's acquisition of the Property and pay any applicable fees within 10 Business Days of the Day of Sale.
- 9.3 The Purchaser is responsible for any applicable fee imposed under FATA and the *Foreign Acquisitions and Takeovers Fees Imposition Act 2015* in respect of any application made or notice given by the Purchaser under the special condition 12 and must pay any such fee at the time of making the application to enable the relevant application or notice to be made or given (as the case requires) under FATA. The Purchaser acknowledges that an application or notice will not be considered to be made or given (as the case requires) under FATA until the applicable fee is paid.
- 9.4 The Purchaser must promptly provide the Vendor with a copy of the application made by the Purchaser under special condition 12.3 and keep the Vendor informed as to the consideration of the application for approval lodged by the Purchaser under this special condition 12.
- 9.5 The Purchaser must notify the Vendor within 5 Business Day of being advised of the outcome of the application lodged by the Purchaser under this special condition 12.
- 9.6 The Vendor may rely on the accuracy and veracity of all information provided to it by the Purchaser and the Purchaser releases the Vendor from any claim arising out of or in connection with the determination of the application.
- 9.7 If approval is not obtained in accordance with special condition 12.2 by the FIRB Approval Date, either party may terminate this contract by written notice at any time after the FIRB Approval Date and following termination the Deposit will be refunded to the Purchaser.

10 GST provisions

10.1 Definitions

In this special condition 13:

- (1) words or expression used in this special condition which have a particular meaning in the GST Law have the same meaning, unless the context otherwise requires;
- (2) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
- (3) any reference to an input tax credit entitlement by a party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that party is a member.

10.2 Recovery of GST

- (1) Unless GST is expressly included, the consideration to be paid or provided under any other condition of this contract for any supply made under or in connection with this contract does not include GST.
- (2) To the extent that any supply made under or in connection with this contract is a taxable supply:
 - (a) **the GST exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST for which the Vendor is liable in respect of that taxable supply; and**
 - (b) **that increased amount must be paid:**
 - (i) **at the earlier of when the Vendor becomes liable for the GST and the time that the GST exclusive consideration is otherwise to be paid or provided; and**
 - (ii) **in the same manner as the GST exclusive consideration is otherwise to be paid or provided.**
- (3) A party's right to payment under this special condition is subject to a valid tax invoice being delivered to the recipient of the taxable supply.

10.3 Margin Scheme

- (1) To any extent that the Vendor is entitled to apply the margin scheme, the Vendor and the Purchaser agree that if the Purchaser issues a notice to the Vendor at least 30 days before the Date for Settlement requesting that the Vendor apply the margin scheme to the supply of the Property, the Vendor will apply the margin scheme in working out the amount of GST on the supply of the Property.
 - (2) The Vendor does not warrant that the margin scheme can apply to the supply of the Property.
 - (3) If the margin scheme applies to the supply of the Property:
 - (a) **the Purchaser acknowledges that it will not be entitled to claim input tax credits in respect of the acquisition of the Property;**
 - (b) **where the Vendor acquired the Land before 1 July 2000, the Vendor must obtain from an approximately qualified valuer a valuation of the Property as at 1 July 2000 and provide a copy of that valuation to the Purchaser on or before Settlement;**
 - (c) **the cost to obtain the valuation is added to the Price as an adjustment on Settlement;**
-

- (d) the Purchaser release the Vendor from and indemnifies the Vendor against all Loss in relation to the application of the margin scheme and the valuation;
- (e) the Vendor is not required to issue a tax invoice;
- (f) any elections to be made in relation to GST can be made by the Vendor in its absolute discretion;
- (g) where the Vendor acquired the Land before 1 July 2000, the amount of GST the Purchaser must pay is to be calculated in accordance with section 75-10(3) of the GST Act; and
- (h) where the Vendor acquired the Land on or after 1 July 2000, the amount of GST the Purchaser must pay is to be calculated in accordance with section 75-10(2) of the GST Act.

11 Duty

11.1 Duties on line

At least 5 Business Days prior to the Date for Settlement, the Vendor must:

- (1) create a digital duty form;
- (2) completed those parts of the digital duty form which are to be completed by the Vendor; and
- (3) invite the Purchaser to complete the digital duty form.

11.2 Co-operation on assessment

The Vendor and the Purchaser must act reasonably to finalise the digital duty form and must do anything reasonably necessary to facilitate the proper assessment of duty (including manually or electronically signing the relevant parts of the digital duty form) by at least 1 Business Day prior to the Date for Settlement.

11.3 Purchaser's acknowledgement

The Purchaser acknowledges:

- (1) that before signing this contract:
 - (a) it has received, or had the opportunity to received independent advice considered relevant by the Purchaser, including legal advice; and
 - (b) it has, or has had the opportunity to, negotiate the terms of this contract; and
- (2) it is aware of the risks that the Vendor undertakes in relation to the Development, and in view of these risks, agrees that the rights given to the Vendor under this contract are reasonably necessary to protect the legitimate interest of the Vendor.

12 Electronic Conveyancing

12.1 Application

- (1) The 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) This special condition has priority over any other provision to the extent of any inconsistency.

13 Capacity

13.1 Purchaser warranties

The Purchaser represents and warrants to the Vendor that:

- (1) if it is company;
- (2) it has full legal capacity and power to enter and perform its obligations under this contract;
- (3) everything required under any applicable law to be done in order for the Purchaser to lawfully enter into and perform its obligations under this contract have been done;
- (4) this contract is a valid and legally binding obligation, enforceable in its terms;
- (5) in entering into this contract, the Purchaser is either:
 - (a) not acting as trustee of any trust; or
 - (b) acting as trustee of a trust or settlement, in which case the Purchaser to represents and warrants to the Vendor that:
 - (i) it is authorised to enter into this contract on behalf of that trust or settlement, has all powers required to enable it to enter into and perform this contract on behalf of that trust or settlement, and has obtained all necessary consents to enable it to do so; and
 - (ii) the deed establishing that trust or settlement entitles the Purchaser to satisfy any indemnity arising out of this contract from the assets of that trust or settlement;

14 Foreign resident capital gains withholding

14.1 Definitions

In this special condition 22:

- (1) words defined or used in Subdivision 14-D of Schedule 1 to the TAA, the *Income Tax Assessment Act 1936* or *Income Tax Assessment Act 1997* have the same meaning in this special condition unless the context requires otherwise; and
- (2) **Clearance Certificate** means a clearance certificate issued by the Commissioner of Taxation under section 14-220 of Schedule 1 to the TAA.

14.2 Clearance certificate

Every Vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a Clearance Certificate issued by the Commissioner in the name of the Vendor. The specified period in the Clearance Certificate must include the Day of Sale.

14.3 Application

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 TAA ('the amount') because one or more of the vendors is a foreign resident, the property has or will have a market

value not less than the amount set out in 14-215(1)(a) of Schedule 1 to the TAA just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the TAA.

14.4 Deduction

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 it is represented by non-monetary consideration.

14.5 Representation required

The Purchaser must:

- (1) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the Purchaser's obligations under the legislation and this special condition; and
- (2) ensure that the representative does so.

14.6 Engagement terms

This terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interest and instructions that the representative must:

- (1) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
- (2) promptly provide the Vendor with proof of payment; and
- (3) otherwise comply, or ensure compliance, with this special condition;

despite:

- (4) any contrary instructions, other than from both the Purchaser and the Vendor; and
- (5) any other provision in this contract to the contrary.

14.7 Payment on electronic settlement

The representative is taken to have complied with the obligations in special condition 22.6 if:

- (1) 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
- (2) the amount is included in the Settlement statement requiring payment to the Commissioner in respect of this transaction.

15 General provisions

15.1 Entire agreement

This contract is the entire agreement for the sale and purchase of the Property and supersedes and discharges all previous negotiations and agreements.

15.2 No assignment

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

15.3 Counterparts and electronic exchange

- (1) This contract may be executed in any number of counterparts.
- (2) A party may execute this contract by signing any counterpart.
- (3) This contract is binding on a party on the exchange with any other party of a counterpart executed by that party.
- (4) Each party consents to exchange by electronic means. A copy of an original executed counterpart sent by email or by facsimile machine:
 - (a) **must be treated as an original counterpart;**
 - (b) **is sufficient evidence of the execution of the original; and**
 - (c) **may be produced in evidence for all purposes in place of the original.**
- (5) A party which has executed a counterpart of this contract or its legal practitioner may exchange it with another party by sending a copy of that original executed counterpart by email or facsimile machine to that other party or its legal practitioner and if requested by that other party or its legal practitioner must promptly deliver that original by hand or post. Failure to make that delivery does not affect the validity of this contract.

15.4 Governing law and jurisdiction

- (1) The law of Victoria governs the contract.
 - (2) The parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.
-