



## GENERAL CONDITIONS ("GC")

### Encumbrances

- 1.1 The purchaser buys the property and the chattels subject to the encumbrances shown in Item 1 of the Schedule.
- 1.2 If the purchaser is taking over an existing mortgage -
  - (a) the purchaser assumes liability for the mortgage
  - (b) the price is satisfied to the extent of any mortgage money owing at the settlement date, and
  - (c) the vendor must treat any payment made by the purchaser under the mortgage as a payment made to the vendor under this contract.

### Loss or Damage Before Settlement

- 2.1 The vendor carries the risk of loss or damage to the property and the chattels until settlement.
- 2.2 The vendor must deliver the property and the chattels to the purchaser at settlement date in their present condition (fair wear and tear excepted).
- 2.3 If any chattel is not in its present condition (fair wear and tear excepted) at settlement, the purchaser is only entitled to compensation from the vendor.

### Finance

3. This contract is subject to the lender approving the loan on the security of the property by the approval date or any later approval date allowed by the vendor. The purchaser may end the contract if the loan is not approved by the approval date only if the purchaser -
  - (a) has made immediate application for the loan
  - (b) has done everything reasonably required to obtain approval of the loan
  - (c) serves written notice ending the contract on the vendor on or before 2 business days after the approval date, and
  - (d) is not in default under any other condition of this contract when the notice is given.All money must be immediately refunded to the purchaser if the contract is ended.

### Terms Contracts

4. If this is a "terms contract" as defined in section 2(1) of the Sale of Land Act 1962, then -
  - (a) the vendor must arrange the discharge of any mortgage affecting the land by the settlement date
  - (b) all money payable under the contract must be paid to a duly qualified legal practitioner or a licensed estate agent to be applied towards discharging the mortgage
  - (c) the purchaser must pay interest to the vendor from the settlement date upon the balance outstanding at the rate, on the days, and with the adjustments set out in Item 2 of the Schedule
  - (d) the vendor must apply instalments under this contract first to pay interest and then to reduce the balance owing.

### Nominee

5. If the contract says that the property is sold to a named purchaser "and/or nominee" (or similar words), the named purchaser may, at least 14 days before settlement date, nominate a substitute or additional purchaser, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

### Payment

- 6.1 The purchaser must pay all money (except the deposit) to the vendor, the vendor's solicitor or at the direction of the vendor.
- 6.2 The purchaser must pay the deposit -
  - (a) to the vendor's estate agent or, if there is no estate agent, to the vendor's solicitor, or
  - (b) if the vendor directs, into a special purpose banking account specified by the vendor in the joint names of the purchaser and the vendor.
- 6.3 If the land sold is a lot on an unregistered plan of subdivision then the deposit -
  - (a) must not exceed 10% of the price, and
  - (b) must be paid -
    - (i) to the vendor's solicitor or estate agent to be held by the solicitor or estate agent on trust for the purchaser, or
    - (ii) if the vendor directs, into a special purpose banking account in Victoria specified by the vendor in the joint names of the purchaser and the vendor - until the registration of the plan.

### Breach

7. 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.

### Time

8. If the time for performing any action expires on a Saturday, Sunday or bank holiday, then time is extended until the next business day.

### **General Conditions in Legislation**

- 9.1 The general conditions in Table A of the Seventh Schedule of the Transfer of Land Act 1958 apply if the land is under the operation of that Act.
- 9.2 The general conditions in the Third Schedule of the Property Law Act 1958 apply if the land is not under the operation of the Transfer of Land Act 1958.
- 9.3 General Condition 9 in Table A or in the Third Schedule applies as if its second last sentence ended with the additional words, "as a resident Australian beneficial owner of the land".

### **Conflict Between Conditions**

10. In case of a conflict between the conditions the order of priority is -
  - (a) any special conditions in this contract
  - (b) general conditions in this contract
  - (c) general conditions in legislation.

### **Conditions**

11. These conditions prevail over the conditions in any earlier contract and any requisitions and answers properly made and given under that contract are deemed to be requisitions and answers properly made and given under this contract.

### **Service**

12. Any document served by post is deemed to be served on the next business day after posting unless proved otherwise.

### **Transfer and Settlement**

- 13.1 The purchaser must provide the instrument of transfer required by General Condition 12 of Table A, or the assurance required by the Third Schedule (as the case may be), to the vendor or the vendor's solicitor at least 10 days prior to the settlement date.
- 13.2 The vendor must pay the bank fees on all bank cheques, exceeding 3 that are required by the vendor for settlement.

## PARTICULARS OF SALE

**VENDOR'S ESTATE AGENT** of \_\_\_\_\_ ABN \_\_\_\_\_

DX \_\_\_\_\_ Tel \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_  
Reference \_\_\_\_\_

**VENDOR'S SOLICITOR** of \_\_\_\_\_ ABN \_\_\_\_\_

DX \_\_\_\_\_ Tel \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_  
Reference \_\_\_\_\_

**PURCHASER'S SOLICITOR** of \_\_\_\_\_ ABN \_\_\_\_\_

DX \_\_\_\_\_ Tel \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_  
Reference \_\_\_\_\_

**VENDOR** of \_\_\_\_\_ ABN \_\_\_\_\_

Tel \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_

**PURCHASER**

of \_\_\_\_\_  
Tel \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_

**LAND** \*described in the attached copy title/s  
\*and plan/s  
\*and being

**PROPERTY** the land together with any improvements known as -

**ADDRESS**

**CHATTELS**

**PRICE** \$ \_\_\_\_\_ \*plus any GST \*which includes any GST

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

**BALANCE** \$ \_\_\_\_\_ plus any GST (unless the price includes any GST)

**PAYMENT OF BALANCE, ETC.** \*on / / or earlier by agreement  
\*OR

**SETTLEMENT DATE** is the date upon which -  
\*vacant possession, OR  
\*receipt of the rents and profits -  
of the property and chattels must be provided, namely, upon acceptance of title by the purchaser and receipt of the consideration then due to the vendor under the terms of this contract.

**PURCHASER'S FINANCE (GC 3)** Lender -  
Loan being not less than \$ \_\_\_\_\_  
Approval Date - / /

**DAY OF SALE** is the earlier of this date of this contract or the acceptance date of any prior contract note, namely / /  
\*delete or insert as appropriate wherever asterisk (\*) appears.



## SCHEDULE

### ITEM 1 (GC 1) Encumbrances

\*Any easements and covenants disclosed in the Vendor's Statement.

#### \*Leases

#### \*Mortgage Nos.

(include Schedule 1 particulars as specified in section 6(2) of the Sale of Land Act 1962).

ITEM 2 (GC 4) Interest \_\_\_\_\_ % p.a. with\* \_\_\_\_\_ rests and payable\* \_\_\_\_\_

## SPECIAL CONDITIONS ("SC")

### Δ1. GST -

- 1.1 The vendor \*is \*is not registered for GST and the purchaser \*is \*is not registered for GST.
- 1.2 If the price is expressed as a dollar amount "*plus any GST*", the purchaser must pay to the vendor at settlement, in addition to the dollar amount specified, an amount equal to the GST payable by the vendor in respect of the sale. The vendor must notify the purchaser in writing of the amount payable on account of GST not less than three (3) business days before settlement.
- \*1.3 The GST margin scheme \*is \*is not available. If it is available the purchaser may notify the vendor in writing within ten (10) business days of the sale that the margin scheme must be applied to the sale failing which the vendor may elect whether or not the margin scheme will apply. The vendor will be bound by the election of the purchaser and must obtain any requisite valuation, but the purchaser must bear the valuation fee.
- \*1.4 The parties agree that this is a contract for the supply of a going concern and the price specified does not include GST.  
The purchaser therefore -
  - 1.4.1 warrants that it is registered for GST purposes; and
  - 1.4.2 agrees to pay to the vendor the amount of GST (if any) payable by the vendor in respect of the sale, upon delivery by the vendor of a valid tax invoice.
- \*1.5
  - 1.5.1 The vendor warrants that the property is land on which a farming business has been carried on for at least the five (5) years preceding this sale.
  - 1.5.2 The purchaser warrants that the purchaser intends that a farming business will be carried on, on the land, but agrees to pay to the vendor the amount of GST (if any) payable by the vendor in respect of the sale, upon delivery by the vendor of a valid tax invoice.
  - 1.5.3 "Farming business" has the meaning given to it by the GST law.

This special condition will not merge upon settlement. In this special condition GST includes any penalties and interest imposed under the GST law.

\* Delete or insert as appropriate wherever the asterisk (\*) appears.

Δ If the GST will not apply to the sale, and no part of SC 1 is otherwise relevant, SC 1 may be deleted.

Note: In this contract, "GST" means the goods and services tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 (as amended).

**CONTRACT OF SALE OF REAL ESTATE**

**SAMPLE ONLY**