

Contract Of sale of land

Property : 36 Mcloughlins Road, Mcloughlins Beach Vic 3874



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS - COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

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

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

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

EXCEPTIONS : the 3 day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or

- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the Estate Agents Act 1980 by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

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Contract of sale of land

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 CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

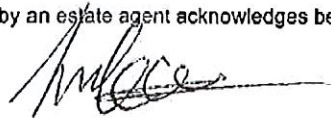
Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the Sale of Land Act 1962.

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:



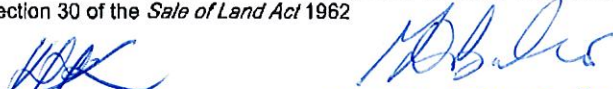
on 11/01/2021

Print name(s) of person(s) signing: Lucas Anthony John Orr

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified) In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:



KERRY LEANNE BARBER director MARK DAVID BARBER on 13/1/2021
Director

Print name(s) of person(s) signing: Markerry Pty Ltd ATF Barber Superannuation Fund

State nature of authority, if applicable:

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

Particulars of sale

Vendor's estate agent

Name: **Nutrien Harcourts Yarram**

Address: **234 Commercial Rd YARRAM VIC 3971**

Email: **bianca.craddock@nh.com.au**

Tel: **03 5182 5611**

Mob: **0400 433 708**

Fax:

Ref: **BC**

Vendor

Name: **Markerry Pty Ltd ATF Barber Superannuation Fund**

Address: **125 Blacksands Road, Three Bridges Vic 3797**

Email:

ABN/ACN:

Vendor's legal practitioner or conveyancer

Name: **Devenish Lawyers**

Address: **Level 1, 23 Ringwood Street, Ringwood Vic 3134**

Email: **kerry@devenishco.com.au**

Tel: **03 9879 1711**

Mob:

Fax:

Ref: **KB:20209537**

Purchaser's estate agent

Name:

Address:

Email:

Tel:

Mob:

Fax:

Ref:

Purchaser

Name: **Lucas Anthony John Orr**

Address: **4 Rothern Avenue, Boronia Vic 3155**

Email:

ABN/ACN:

Purchaser's legal practitioner or conveyancer

Name: **Mackinnon Jacobs Lawyers**

Address: **Level 1, 151 Boronia Road, Boronia Vic 3155**

Email:

Tel: **1300 424 452**

Mob:

Fax:

Ref:

Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference		being lot	on plan
Volume 08822	Folio 445	2	044230
Volume	Folio		

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property Address

The address of the land is: **36 Mcloughlins Road, Mcloughlins Beach Vic 3874**

Goods sold with the land (general condition 6.3(f)) (list or attach schedule)

All existing fixed floor coverings, light fittings, window furnishings, hot water service, oven, air conditioner. Chattels list attached.

Payment

Price \$ 200,000.00

Deposit \$ 20,000.00 by 11 / 01 / 2021 (of which \$ has been paid)

Balance \$ 180,000.00 payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

GST (if any) must be paid in addition to the price if the box is checked

This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

This sale is a sale of a 'going concern' if the box is checked

The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on 26 / 02 / 2021

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

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

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to:

(only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

a lease for a term ending on / / with [] options to renew, each of [] years.

OR

a residential tenancy for a fixed term ending on / /

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the box is checked.

(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: **Any reputable financial institute**

(or another lender chosen by the purchaser)

Loan amount: no more than \$

Approval date: **29 / 01 / 2021**

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

2 x 2 seater couches 2 cushions

1 coffee table

1 timber tv cabinet

Tv no remote

Technics stereo and 4 speakers

Wall clock

Dining table with 3 chairs and 4 green plastic chairs

Gva pedestal fan

Microwave oven

Haier fridge

All cutlery, plates, bowls, cooking pots, glasses, plastic cups, coffee cups and mugs, various cooking rins, pans in corner cupboard, fry pans, pottery utensil holder and coffee pot

Toaster, kettle

Bedroom 1 queen size bed and mattress, pedestal fan, timber dressing table, vacuum cleaner

Bedroom 2 queen size mattress, 2 timber single beds with mattresses, various sheets and doonas, pedestal fan

Bedroom 3 double bed, mattress and bedding, set of drawers, bevelled mirror

Broom, mop

Various towels and bedding in linen cupboard,

Toilet roll

There may be a few more things in the shed.