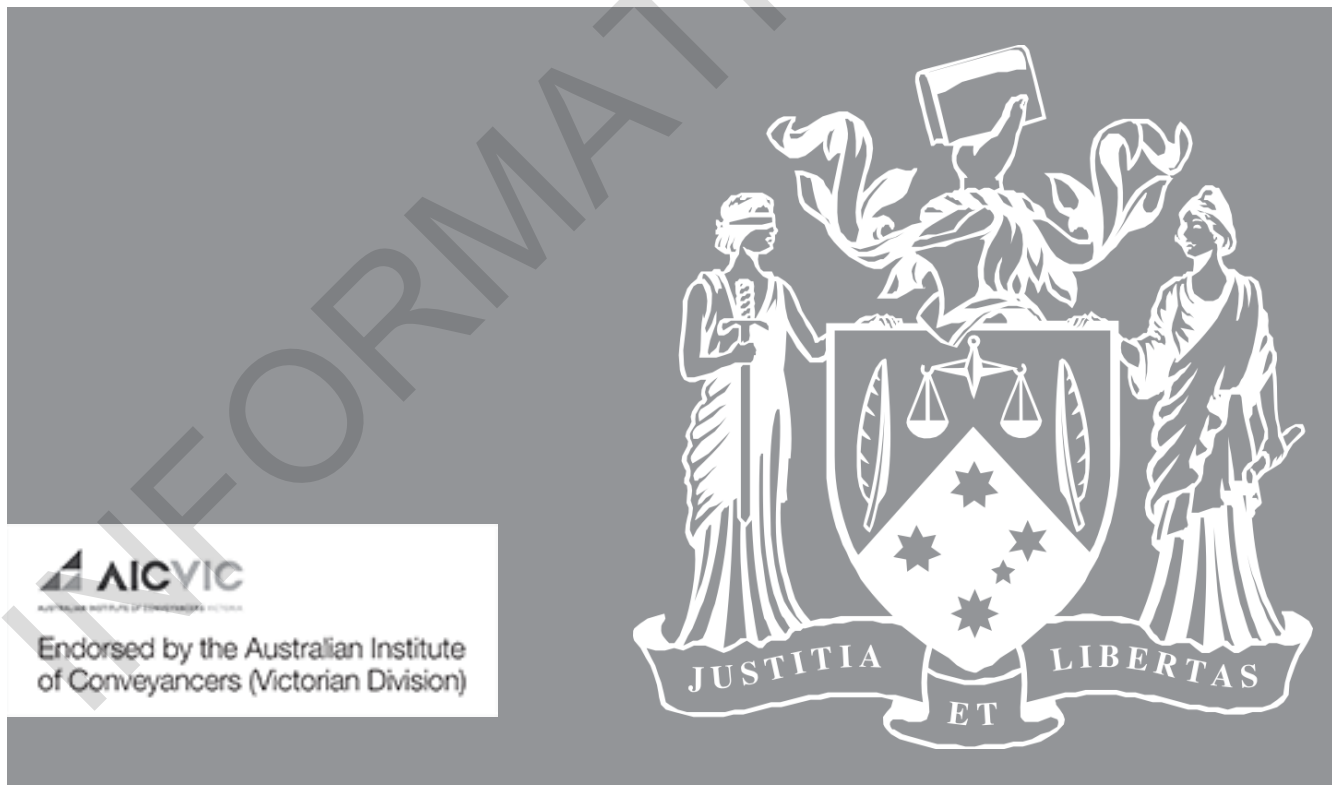




# Contract of Sale of Land

**Property: 3 Raimeno Street, Lalor VIC 3075**

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# 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 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.

### 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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Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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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 (which are in standard form: see general condition 6.1)

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:

### WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../...../.....

for and on behalf of:

.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable):

### WHERE SIGNATORY IS A COMPANY

EXECUTED by .....

ABN: .....

in accordance with the requirements of s.127  
*Corporations Act 2001* (Cth) by:

.....  
Name of director

.....  
Signature of director

.....  
Name of director/secretary

.....  
Signature of director/secretary

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:**

**WHERE SIGNATORY IS AN INDIVIDUAL**

**SIGNED** on ...../...../.....

for and on behalf of:

**GHADA MOUSSA**

.....  
Name of individual

.....  
Signature of individual

**MAHMOUD MOUSSA**

.....  
Name of individual

.....  
Signature of individual

State nature of authority (if applicable)

**WHERE SIGNATORY IS A COMPANY**

**EXECUTED** by .....

ABN: .....  
in accordance with the requirements of s.127  
*Corporations Act 2001* (Cth) by:

.....  
Name of director

.....  
Signature of director

.....  
Name of director/secretary

.....  
Signature of director/secretary

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

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# Particulars of Sale

## Vendor's estate agent

Name: Harcourts Rata & Co  
Address: 1/337 Settlement Road Thomastown 3074  
Email: sold@rataandco.com.au  
Tel: 9465 7766 Mob: \_\_\_\_\_ Fax: \_\_\_\_\_ Ref: Paul Rametta

## Vendor

Name: Ghada Moussa and Mahmoud Moussa  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: Residential & Commercial Property Transfer Company  
Address: 92 High Street, Northcote VIC 3070  
PO Box 240, Northcote VIC 3070  
Email: elizabeth@rcptco.com  
Tel: 03 9481 0099 Mob: \_\_\_\_\_ Fax: 03 9482 2773 Ref: RC675

## Purchaser

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

## Purchaser's legal practitioner or conveyancer

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel: \_\_\_\_\_ 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 <u>8481</u> Folio <u>583</u>	<u>27</u>	<u>LP 61284</u>

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: 3 Raimeno Street, Lalor VIC 3075

**Goods sold with the land** (general condition 6.3(f)) *(list or attach schedule)* All fixtures and fittings of a permanent nature as inspected

**Payment**

Price \$ \_\_\_\_\_  
Deposit \$ \_\_\_\_\_ by \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (of which \$ \_\_\_\_\_ has been paid)  
Balance \$ \_\_\_\_\_ 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 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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
- the 14th day 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 \_\_\_\_\_ / \_\_\_\_\_ /20\_\_\_\_\_ with [.....] options to renew, each of [.....] years

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: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_ Approval date: \_\_\_\_\_

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

INFORMATION ONLY

## 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 the last page; and*
- *attach additional pages if there is not enough space.*

INFORMATION ONLY

# General conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

- 1.1 In this general condition “**electronic signature**” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- 1.2 The parties’ consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

### 2. 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.

### 3. GUARANTEE

The vendor may require all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

### 4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser’s obligations under this contract.

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## Title

### 5. ENCUMBRANCES

- 5.1 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, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 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 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
- (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.

- 6.4 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 directly and currently 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.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993 (Vic)* 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 (Vic)* and regulations made under the *Building Act 1993 (Vic)*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993 (Vic)* have the same meaning in general condition 6.6.

**7. IDENTITY OF THE LAND**

- 7.1 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.
- 7.2 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.

**8. SERVICES**

- 8.1 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.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

**9. CONSENTS**

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. 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.

**10. TRANSFER & DUTY**

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

**11. RELEASE OF SECURITY INTEREST**

- 11.1 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.

- 11.2 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 11.4, 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.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 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.
- 11.5 Subject to general condition 11.6, 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 predominantly 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.
- 11.6 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 11.5 if –
- (a) the personal property is of a kind that may or must be described by 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(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.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(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.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 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.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).
- 13.3 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.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 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.
- 13.6 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.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

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## Money

### 14. DEPOSIT

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.

14.6 Payment of the deposit may be made or tendered –

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

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

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

## 16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition –

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

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

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

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

- 17.1 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.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

- 18.1 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 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.
- 18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise –

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that –

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; 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.

18.7 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 general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 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 lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold with the land 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) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

## 19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 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 –

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable 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
- (c) 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 part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) 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.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

19.4 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.

19.5 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.

19.6 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.

19.7 In these general conditions –

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

## 20. LOAN

20.1 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.

20.2 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, together with written evidence of rejection or non-approval of the loan, 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.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

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

- (a) obtains a written report from –
  - (i) a registered building surveyor;
  - (ii) a registered building inspector;
  - (iii) a registered domestic builder; or
  - (iv) an architect,
 which is –
  - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
  - (vi) identifies a current defect in a structure on the land; and
 the author states is a major defect.
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

## 22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –

- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

### 23. ADJUSTMENTS

- 23.1 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 adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that 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
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

### 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (Tax Act) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply 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 Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 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.
- 24.5 The purchaser must –
  - (a) 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 general condition; and
  - (b) ensure that the representative does so.
- 24.6 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 and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;despite –
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –
  - (a) the settlement is conducted through an electronic lodgement network; and

eCOSID: 188077909 (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 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 Tax Act. 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.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the Tax Act because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must –
- (a) 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 general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –
- (a) 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 general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite –
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –
- (a) settlement is conducted through an electronic lodgement network; and

eCOSID: 188077909 (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to –

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that –

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served –

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

27.4 Any document properly sent by –

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

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962 (Vic)* applies.

## 29. 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.

## 30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962 (Vic)* –

- (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 (Vic)*; 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.

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, 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.

### 31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 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.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

### 32. 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

### 33. INTEREST

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

### 34. DEFAULT NOTICE

- 34.1 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.
- 34.2 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.

### 35. DEFAULT NOT REMEDIED

- 35.1 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.
- 35.2 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.
- 35.3 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.

35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

- (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.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

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3 RAIMENO STREET LALOR VIC 3075  
INFORMATION ONLY

## 1. Definitions and interpretation

### 1.1 Definitions

In this contract, unless the context clearly indicates otherwise:

**Address for Service** means:

- (a) for the Vendor, the address of the Vendor's Solicitors shown in the Particulars of Sale; and
  - (b) for the Purchaser, the address of the Purchaser's Solicitors shown in the Particulars of Sale,
- or any other address in Australia notified by a party in writing to the other as its new Address for Service.

**Amount Due** means the amount of money due under this contract for the purposes of calculating default interest under clause 14.8.

**Authority** means any Federal, State or local government or semi-governmental, statutory, municipal, judicial or public person, instrumentality, department or body charged with the administration or enforcement of a Law, or authorised to give a consent, permit or approval under a Law.

**Authority Requirement** means an Obligation that is imposed by an Authority under a notice or order and that:

- (a) relates to the Property; or
- (b) relates to neighbouring public or private land, but is imposed on the Vendor because it owns the Property,

including any proposed or effected resumption of land or an interest in land. **Balance**

means the Price less the amount that the Purchaser has paid as the Deposit. **Bank** means a body corporate that is:

- (a) incorporated and domiciled in Australia; and
- (b) an authorised deposit-taking institution that is entitled to call itself a bank under the *Banking Act 1959* (Cth).

**Bank Cheque** means a cheque issued by a Bank and drawn on itself.

**Business Day** means any day that is not:

- (a) a Saturday, Sunday, gazetted public holiday or Bank holiday in the capital city of the State; or
- (b) a day after 23 December and before the following 9 January.

**Claim** means any action, suit, claim, demand, liability or proceeding (whether actual or potential) at Law, in equity or under statute in relation to any Loss.

**Confidential Information** means:

- (a) the existence, subject-matter, negotiations in relation to, and terms of any document prepared for, or to facilitate, the sale of the Property, including this contract;
- (b) all information, documents, material, data and technology in connection with the Property, including its ownership, financing, financial return, condition, compliance, management, leasing or operation; and
- (c) all information, documents, material, data and technology in connection with a party's affairs,

provided in any form (including orally or by provision of copies or extracts) by or on behalf of the a party to the other party whether before, on or after the Contract Date, including:

- (i) trade and business secrets, financial and taxation statements and records, business and marketing plans, policies, proposals, projections, analyses, files, records, reports, agreements or arrangements made with third persons, plans, specifications and drawings;
- (ii) information provided to or collected by Purchaser as part of its due diligence enquiries concerning the Property; and
- (iii) notes, summaries or transcriptions made, extracts taken, reports compiled, advice or opinions given or received or conclusions reached by the Purchaser in any way connected with the Property, this contract or its subject-matter or the Vendor's affairs, whether derived from material provided by the Vendor or otherwise.

**Contamination** means the presence in, on or under land, water or groundwater of a substance (whether a solid, liquid, gas, odour or radiation) at a concentration above which the substance is naturally present in, on or under (respectively) land, water or groundwater in the same locality and Contaminant shall have a corresponding meaning.

**Contract Date** means the date this contract was formed, which is taken to be the day shown in the Particulars of Sale.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Cost** includes costs, charges and expenses, including those incurred in connection with advisors.

**Default Notice** means a notice given by the Vendor to the Purchaser:

- (a) identifying a default under this contract of which the Vendor complains; and
- (b) requiring the Purchaser to remedy the default.

**Deposit** means the deposit shown in the Particulars of Sale.

**Discloser** means the party which discloses Confidential Information.

**Due Diligence Materials** means any information, documents or materials attached to this contract, or in connection with the Property or this contract.

**Encroachment** means any encroachment:

- (a) on to the Property by a structure that is part of an adjoining property;

- (b) on to an adjoining property or any common property by a structure that is part of the Property;
- (c) by a structure on the Property on to any easement on the Property; or
- (d) resulting from an incorrect alignment of a boundary fence, wall or other structure on the Property or any adjoining property.

**Encumbrance** means any:

- (a) security over the Property for the payment of money or performance of an obligation, including a mortgage, charge, Security Interest, bill of sale, lien, pledge, hypothecation, title retention arrangement, caveat, garnishee order, writ of execution, assignment of income, trust, power or flawed deposit arrangement;
- (b) lease, profit a prendre, easement, covenant, reservation or other estate, interest or equity affecting the Property,

and any agreement to create any of them or allow them to exist.

**Environment** means the physical factors of the surroundings of human beings including the land, waters and groundwaters, any layer of the atmosphere, any organic or inorganic matter, any living organism and any natural or manmade or modified features or structures and includes ecosystems and the social factor of aesthetics.

**Environmental Condition of the Property** means the presence in on or under, or emanating from or onto, the Land or Property, whether before or after the Contract Date, of any Contamination and Hazardous Substances.

**Environmental Law** means any past, present and future Laws relating to the Environment, including without limitation any codes of practice, guidance notes, Environmental Notices, National Environment Protection Measures, State Environment Protection Policies, orders, directions, consents, authorisations or permits concerning environmental, health or safety matters (including the clean-up standards and practices for Hazardous Substances or Contamination in buildings, equipment, soil, air, surface or groundwaters).

**Environmental Liability** means any liability, claim, demand, suit, proceeding, cause of action, Loss, damage, Cost, expense (including legal and consulting fees), obligation or other liability arising out of or in connection with the Environmental Condition of the Property or any Hazardous Substance including without limitation, under an Environmental Law or pursuant to an Environmental Notice issued by an Authority.

**Environmental Notice** means any notice, order or requirement of any Authority in relation to any actual or suspected Contamination or Hazardous Substance including without limitation the identification, assessment, management or remediation of that Contamination or Hazardous Substance.

**GST** has the meaning given to that term in the GST Law.

**GST Amount** means the amount:

- (a) payable on account of GST for a Taxable Supply that is made, or taken to be made, in connection with this contract in return for the payment or provision of a GST-Exclusive Consideration;

- (b) calculated by multiplying the amount or value of the GST-Exclusive Consideration for the Taxable Supply by the rate at which the GST Law imposes GST at the time the Taxable Supply is made.

**GST-Exclusive Consideration** means any consideration, including the Price, under this contract that is not clearly stated to include GST. To be clear, an amount specified or calculated for consideration is GST-Exclusive Consideration where:

- (a) that consideration is identified as an amount exclusive of GST or+ GST;
- (b) the reference to that consideration is silent about GST;
- (c) the consideration is not a monetary amount.

**GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* and any related Law.

**Hazardous Substances** means a substance, whether solid, liquid or gas, and whether natural or man-made which poses or may pose, a risk to human health or the Environment.

**Insolvency Event** means the happening of any one or more of:

- (a) an application is made to a court for an order or an order is made that a corporation be wound up;
- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator for a corporation or one of them is appointed, whether or not under an order;
- (c) a corporation resolves to wind itself up or otherwise dissolve itself or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the other party or is otherwise wound up or dissolved;
- (d) the directors of a corporation pass a resolution or a person declares that, in their opinion, the corporation or person can no longer conduct its business;

**Land** means the land described in the Particulars of Sale.

**Law** means the law in force at any time of the Commonwealth of Australia, the State or the municipality in which the Property is located, including:

- (a) legislation, ordinances, regulations, local laws and by-laws;
- (b) public rulings, rules, determinations, standards or orders made under legislation, ordinances, regulations or by-laws, including Australian Standards;
- (c) the common law and equity;
- (d) Environmental Laws; and
- (e) Authority Requirements,

and includes any modification or re-enactment of or substitution for them.

**Loss** means a loss, Cost, damage, liability, death, charge, expense, injury or other detriment, including legal costs, consequential loss, special loss and economic loss.

**Net Expense** means a Reimbursable Expense less the amount of Input Tax Credits to which the party who incurred the Reimbursable Expense is entitled to claim for that Reimbursable Expense.

**Object** means to:

- (a) make any requisition on, or objection to, conveyance or title;
- (b) require the Vendor to rectify, replace or carry out any works, or bear or contribute to the Cost of rectifying, replacing or carrying out works;
- (c) require the Vendor to bear an Obligation;
- (d) delay Settlement;
- (e) rescind or terminate this contract; or
- (f) claim compensation for any Loss.

**Obligation** means any obligation that a party has, or liability that a party incurs, because of any covenant, agreement, undertaking, representation, acknowledgment, warranty, indemnity, guarantee, stipulation, proviso or condition of whatever kind given, or to be observed, performed, met, undertaken or incurred, by the party prior to, under, or in respect of this contract, or any deed, agreement or other instrument collateral with this contract or given or entered into under this contract.

**Outgoing** means any Cost or expense incurred by the Vendor in respect of the ownership, management, administration, operation, maintenance, repair and replacement of the Property, including:

- (a) Statutory Outgoings and Taxes;
- (b) consumption charges for water, electricity, gas, communications, trade-waste, garbage removal and other services supplied to or consumed at the Property;
- (c) Vendor contributions to separately held promotion or marketing funds in respect of the Property;
- (d) Costs payable by the Vendor for repair, maintenance, replacement or improvement of the Property;
- (e) premiums for insurance against risks concerning the Property or the Vendor's employees and agents including where applicable, insurance against loss of rent and consequential loss; and
- (f) capital expenditure budgeted before the Contract Date,

but Outgoings do not include taxes imposed on the net income or capital gains of a party.

**Particulars of Sale** means the particulars of sale at the front of this contract.

**Permitted Encumbrance** means an Encumbrance or other interest or burden affecting the Property that the Purchaser must accept under this contract.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database) collected, held, used or disclosed in connection with this contract (whether true or not, and whether recorded in a material form or not) about an individual whose identity is apparent (or can be reasonably ascertained) from the information or opinion.

**PPS Register** means the register established and maintained under the *Personal Property Securities Act 2009* (Cth).

**Price** means the price for the Property shown in the Particulars of Sale.

**Privacy Law** means:

- (a) the *Privacy Act 1988* (Cth); and
- (b) any other Law, industry code or policy relating to the handling of Personal Information;

**Privacy Statement** means a statement, if any, which the Vendor has provided to the Purchaser concerning the Vendor's information-handling practices, as required by National Privacy Principle 1 of the *Privacy Act 1988* (Cth).

**Property** means the property described as "Property" in the Particulars of Sale. **Purchaser's**

**Solicitors** means the solicitors described as such in the Particulars of Sale. **Recipient** means the party to whom Confidential Information has been disclosed.

**Reimbursable Expense** means any expense or liability incurred by a party that the other party is required to reimburse.

**Security Interest** means an Encumbrance affecting any Property that is not land or an interest in land and that was granted by the Vendor and is registered on the PPS Register.

**Settlement** means the settlement or completion of the sale and purchase of the Property under this contract.

**Settlement Date** means the date described as that in the Particulars of Sale.

**Stakeholder** means the person identified as that in the Particulars of Sale. **State** means the State or Territory in which the Property is located.

**Statutory Outgoings** means the rates, charges and Taxes payable to an Authority in respect of the Property under a Law or which otherwise attach to the Land or are capable of becoming a charge on the Land, but excluding water consumption and other consumption charges.

**Tax** means a tax, duty, levy, impost, deduction, charge rate, compulsory loan or withholding that is levied, assessed or imposed by an Authority, together with all interest, penalties, fines and expenses concerning the Tax or its payment.

**Titles Office** means the Land Titles Office.

**Vendor's Estate Agent** means the agent (if any) described as such in the Particulars of Sale.

**Vendor's Statement** means the statement concerning the Property made by and signed on behalf of the Vendor under section 32 of the *Sale of Land Act 1962* (Vic) and given to the Purchaser.

**Vendor's Solicitors** means the solicitors described as such in the Particulars of Sale.

**Warranty** means a warranty given or representation made by a party contained in this contract.

## 1.2 Interpretation

In this contract, unless the context clearly indicates otherwise:

- (a) a reference to **this contract** or another document includes any document which varies, supplements, replaces, assigns or novates this contract or that other document;
- (b) a **notice** means a notice that is required or permitted to be given under this contract and which is given in writing and accordance with clause 16.15, and **notify** means the giving of a notice;
- (c) a reference to any **legislation** or **legislative provision** includes any statutory modification or re-enactment of, legislative provision substituted for and any subordinate legislation issued under that legislation or legislative provision;
- (d) a reference to an **Authority** which ceases to exist is a reference to either an Authority which the parties agree to substitute for the named Authority or, failing agreement, to an Authority having substantially the same objects as the named Authority;
- (e) a reference to a **clause, schedule** or **annexure** is a reference to a clause, schedule (if any) or annexure (if any) of or to this contract;
- (f) **clause headings** and the **table of contents** are inserted for convenience only and must not be used when interpreting this contract;
- (g) the **schedules** (if any) and **annexures** (if any) form part of this contract;
- (h) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown, an Authority and any other organisation or legal entity;
- (i) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (j) a reference to a **corporation** includes its successors and permitted assigns;
- (k) **related** and **subsidiary** in respect of a corporation has the same meaning given to that term in the Corporations Act;
- (l) a reference to a **right** or **Obligation** of a party is a reference to a right or obligation of that party under this contract;
- (m) an **Obligation** or **Warranty** on the part of 2 or more persons binds them jointly and severally and an Obligation or Warranty in favour of 2 or more persons benefits them jointly and severally;
- (n) a reference to a **breach of Warranty** includes that Warranty not being complete, true or accurate;
- (o) a requirement to do anything includes a requirement to cause that thing to be done and a requirement not to do anything includes a requirement to prevent that thing being done;
- (p) **including** and **includes** are not words of limitation;
- (q) the words at any time mean at any time and from time to time;
- (r) a reference to a time is to that time at the Land;
- (s) a word that is derived from a defined word has a corresponding meaning;
- (t) monetary amounts are expressed in Australian dollars;
- (u) the singular includes the plural and vice-versa;

- (v) words importing one gender include all genders;
- (w) a reference to any one or more things includes each part and all parts of that thing or group of things;
- (x) neither this contract nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (y) terms expressed with a capital letter in clause 10 and not otherwise defined in clause 1.1 have the meaning given to them under the GST Law; and
- (z) references to **Price** and **price** have the meaning ordinarily given to that term, not the meaning given under the GST Law;
- (aa) time is a reference to Melbourne time (AEST); and
- (bb) headings are for convenience only and do not affect the interpretation of this contract.

### 1.3 General Conditions and Table A

The following do not apply to this contract:

- (a) the Contract of Sale of Real Estate, General Conditions contained in part 2 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008* (Vic); and
- (b) Table A in the seventh schedule to the *Transfer of land Act 1958* (Vic).

### 1.4 Composition of this contract

- (a) The terms of this contract are contained in the Particulars of Sale, these clauses, the schedules, the annexures and the Vendor's Statement.
- (b) If there is any inconsistency in this contract, the order of priority is:
  - (i) the Particulars of Sale; and
  - (ii) these clauses; and
  - (iii) the schedules and annexures; and
  - (iv) the Vendor's Statement.

### 1.5 Time for doing acts

- (a) If the time for doing any act or thing or a notice period specified in this contract expires on a day other than a Business Day, the time for doing that act or thing or for the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5.00pm on the specified day, it is taken to have been done on the following Business Day.

## 2. Sale of Property

### 2.1 Agreement to sell

The Vendor agrees to sell and the Purchaser agrees to buy the Property for the Price and in accordance with this contract.

## 2.2 Permitted Encumbrances and affectations

The Purchaser must accept the Property subject to:

- (a) the reservations, exceptions, conditions and powers (if any) contained in the Crown Grant for the Land;
- (b) the Encumbrances existing at the Contract Date, subsequently created in accordance with this contract or disclosed in the Vendor's Statement, other than:
  - (i) mortgages over the Land;
  - (ii) subject to clause 9.6, Security Interests over personal property included in the Property; and
  - (iii) other Encumbrances expressly required to be discharged under this contract;
- (c) all Authority Requirements, including those that exist at the Contract Date;
- (d) all Obligations that attach to the Land under any Law, such as conditions of development approvals and any other Obligation expressly assumed by the Purchaser under this contract;
- (e) all legal rights and restrictions relating to the use of the Property;
- (f) all Encroachments;
- (g) any restriction, interest or burden on the Property under any planning scheme affecting the Property; and
- (h) any other interest or burden on the Property that the Purchaser agrees it will not Object to,

and the Purchaser may not Object or make a Claim on account of or in connection with the title to the Land or any matter contained in this contract including without limitation this clause 2.2 and is taken to have accepted the Vendor's title to the Land.

## 2.3 Purchaser's acceptance of defects in the Property

The Purchaser accepts:

- (a) the risk of any patent and latent defects;
- (b) the risk of any infestation or dilapidation of the Property;
- (c) the lack of suitability of the Property for any purpose;
- (d) the condition and the Environmental Condition of the Property;
- (e) any lack of easements or other rights for:
  - (i) services to the Property that cross other land; or
  - (ii) services to other land that cross the Land;
- (f) any error, misdescription or omission in the description or particulars of the Property contained in this contract or the title for the Land (including the area, measurements or boundaries of the Land);

- (g) any failure of the Vendor or another person to comply with the terms of a Permitted Encumbrance; and
- (h) any lack of compliance with any Laws, other than a lack of compliance that arises after the Contract Date and is the result of a breach of this contract by the Vendor.

The Purchaser may not Object or make a Claim on account of or in connection with any of the matters referred to in clause 2.3.

#### **2.4 Limitation of Purchaser's rights**

The Purchaser agrees that the Purchaser had the opportunity and either did, or chose not to, satisfy itself about all matters with respect to the Property and the Purchaser may not otherwise Object or make a Claim on account of or in connection with any matter described in clauses 2.2 and 2.3 (inclusive).

#### **2.5 Vendor's Statement**

The Purchaser warrants to the Vendor at the Contract Date and again at Settlement that it has received, read, understood and accepted the contents of the Vendor's Statement before paying any money or signing this contract concerning the sale of the Property.

### **3. Environmental Liability**

#### **3.1 Contamination risk**

- (a) The Purchaser purchases the Property accepting the Environmental Condition of the Property and any Environmental Liability.
- (b) The Purchaser:
  - (i) agrees that neither the Vendor nor any of the Vendor's employees or agents have made any warranties or representations about the Environmental Condition of the Property and any Environmental Liability other than as expressly stated in this contract and the Vendor's Statement; and
  - (ii) is not entitled to Object or make a Claim because of the presence of any Contaminant (whether or not disclosed), or of any Environmental Liability, and the Purchaser releases the Vendor absolutely from any Claim whatsoever in relation to all Contaminants and Environmental Liabilities.
- (c) The Purchaser relies on:
  - (i) the Purchaser's own environmental audit and assessment of any Contamination of the Property and the Land;
  - (ii) the opinions and advice given by the Purchaser's own consultants in relation to the extent of any Contamination of the Property and the Land;
  - (iii) inspections of and investigations relating to the Property and the Land made by or on behalf of the Purchaser; and
  - (iv) the skill and judgement of the Purchaser, its consultants and representatives.
- (d) The Purchaser cannot require the Vendor to obtain, or do anything necessary to obtain, an environmental report. The Purchaser cannot Object or make a Claim because an environmental report is not available.

- (e) On and from Settlement, the Purchaser indemnifies, releases and holds harmless the Vendor against and in respect of all:
  - (i) Environmental liability;
  - (ii) Loss or Cost suffered or incurred by the Vendor in respect of any default by the Purchaser under this clause 3;
  - (iii) Loss or Cost suffered or incurred by the Vendor in respect of any:
    - (A) Claim in respect of Contamination present on or which has migrated or migrates from the Property (whether or not the Contamination is disclosed in this contract); or
    - (B) Claim in respect of Contamination on or from the Property; or
    - (C) Claim in respect of the storage or disposal of any material containing Contaminants on the Property.
- (f) The Vendor does not need to incur any Environmental liability, Loss or Cost before seeking to rely on the indemnity in this clause.

### **3.2 No merger**

For clarity, this clause 3 does not merge on Settlement.

## **4. Due diligence**

### **4.1 Purchaser's due diligence**

The Purchaser agrees and warrants that:

- (a) before entering into this contract, the Purchaser has satisfied itself about:
  - (i) the physical state of the Property;
  - (ii) the existence and nature of any Encumbrances that the Vendor is not required to have released or surrendered;
  - (iii) the existence of any Encroachments;
  - (iv) the rights and obligations that will be assumed by the Purchaser when it becomes the owner of the Property;
  - (v) the Environmental Condition of the Property including whether there is any Environmental Liability with respect to the Property;
  - (vi) the value and income of the Property;
  - (vii) the Due Diligence Materials; and
  - (viii) any other matters of concern to the Purchaser,to the extent that the Purchaser is reasonably able to do so; and
- (b) the Purchaser had the opportunity to undertake its due diligence and satisfy itself in regards to the matters referred to in clause 4.1(a) and agreed the limitations in this clause 4 on that basis.

#### 4.2 No warranties or representations

- (a) All warranties implied by Law in contracts like this contract are excluded to the extent they lawfully can be.
- (b) To the fullest extent permitted by Law, neither the Vendor nor the Vendor's agents give any warranty concerning the Property, the condition of the Property, the Environmental Condition of the Property, this sale or the inclusions in this sale, including as to the completeness or accuracy of any schedule or annexure to this contract, the Due Diligence Materials or of any information relied on by the Purchaser in making its decision to proceed with the purchase of the Property.
- (c) The Purchaser agrees that the Purchaser did not:
  - (i) rely on any statement or representation; or
  - (ii) receive any warranty,from the Vendor, or any agent or representative of the Vendor, other than as expressly stated in this contract or the Vendor's Statement.

#### 4.3 Non merger on completion

This clause 4 does not merge on Settlement.

#### 5. Condition of the Property and risk of damage etc.

##### 5.1 State of the Property

The Purchaser accepts:

- (a) the condition of the Property at the Contract Date; and
- (b) any damage to or deterioration in the condition of the Property before Settlement that is not the result of a breach of this contract by the Vendor.

##### 5.2 Risk to the Property

The following risks pass to the Purchaser on Settlement:

- (a) loss of, or damage to, the Property; and
  - (b) the failure of any item forming part of the Property to operate,
- other than to the extent the loss, damage or failure results from a breach of this contract by the Vendor.

##### 5.3 Property destroyed or damaged before risk passes

- (a) If the Property is destroyed or damaged so as to be materially damaged and substantially unusable for the purpose for which the Property is currently used before risk in the Property passes to the Purchaser, the Vendor must give notice to the Purchaser as soon as reasonably practicable which notice must state whether the Vendor intends to rectify the damage (**Vendor's Notice**).
- (b) If the Vendor's Notice:
  - (i) states that the Vendor intends to rectify the damage, the Vendor must rectify the damage as soon as reasonably practicable (having regard to the nature of the

damage) and the Settlement Date will be extended by such period that the Vendor requires to rectify the damage; or

- (ii) states that the Vendor does not intend to rectify the damage, the Vendor or the Purchaser may terminate this contract by written notice to the other party given not later than 10 Business Days after the date on which the Purchaser receives the Vendor's Notice under this clause 5.3(b)(ii).
- (c) If this contract is terminated under clause 5.3(b)(ii):
  - (i) neither Vendor nor the Purchaser has any liability to the other, except in connection with any breach of this contract arising before termination;
  - (ii) the Deposit and any accrued interest must be paid to the Purchaser; and
  - (iii) if the Purchaser, or anyone claiming through the Purchaser, has lodged a caveat on the title to the Land, then the Purchaser must withdraw {or procure the withdrawal of} that caveat within 10 Business Days of the date of termination or do everything necessary to ensure that the caveat is withdrawn within 10 Business Days of the date of termination.
- (d) The Purchaser may not Object or make a Claim or delay Settlement on account of or in connection with any matter described in this clause 5.3.
- (e) This clause 5.3 will not apply to the extent the damage or destruction is caused by or contributed to by the negligence or breach of this contract by the Purchaser.

#### **5.4 Insurance**

- (a) The Vendor will:
  - (i) keep current insurance in respect of the Property until Settlement for the Vendor's benefit only; and
  - (ii) not require the Purchaser to reimburse the Vendor in respect of any insurance premium paid by the Vendor.
- (b) The Purchaser will effect such insurance as the Purchaser considers necessary or desirable to protect the Purchaser against the failure to operate or loss of or damage to the Property between the Contract Date and Settlement.

### **6. Other obligations about the Property after the Contract Date**

#### **6.1 Liability for Authority Requirements**

On Settlement the Purchaser assumes liability for compliance with all Authority Requirements relating to the Property, or to any public land adjoining the Property.

#### **6.2 Entry and inspections**

- (a) The Purchaser may enter the Property before the Settlement Date to inspect the condition of the Property, subject to clause 6.2(b).
- (b) An inspection must be on a Business Day and the Purchaser must:
  - (i) give the Vendor at least two full Business Day's (48 hours) prior notice; and
  - (ii) comply with all reasonable conditions imposed by the Vendor.

## 7. Adjustments

### 7.1 Apportionment

Subject to the balance of this clause 7:

- (a) all Statutory Outgoings payable by the Vendor, and all payments received in respect of the Property must be apportioned between the parties at Settlement and any adjustments paid and received as appropriate; and
- (b) all adjustments between the parties will be made on the following basis:
  - (i) the Vendor is entitled to all payments and other income received or accrued from the Property and must pay all Outgoings relating to the period up to and including the day of Settlement; and
  - (ii) the Purchaser is entitled to all payments and other income received or accrued from the Property and must pay all Outgoings relating to the period after Settlement.

### 7.2 General principles

All adjustments to be made under this contract must be calculated as at the date Settlement occurs and the following principles apply:

- (a) any amount owed by one party to the other under this contract must be paid or adjusted on Settlement;
- (b) the day of Settlement is the Vendor's day for the purposes of calculating all adjustments;
- (c) each adjustment must be made in respect of the period to which the amount relates, for example:
  - (i) annual base rents must be adjusted on an annual basis for the current lease year (whether or not they are paid in monthly or other instalments); and
  - (ii) monthly fees for an arrangement from month to month must be adjusted on a monthly basis;
- (d) if the Price is:
  - (i) \$10,000,000 or greater, land tax will be apportioned on the proportional land tax as shown in a valid and current land tax clearance certificate for the Property; and
  - (ii) less than \$10,000,000, any amounts to which section IOG or section IOH of the *Sale of Land Act 1962* (Vic) applies will not be adjusted on Settlement; (e)

any personal statutory benefit available to a party must be disregarded; and
- (f) all GST:
  - (i) payable by the Vendor to a third person for a supply made to the Vendor; or
  - (ii) payable to the Vendor for a supply made by the Vendor to a recipient, must be disregarded.

### 7.3 Statement of adjustments

- (a) The Purchaser must prepare a draft statement of adjustments in accordance with this clause 7 and deliver the draft (together with all supporting documentation) to the Vendor at least 5 Business Days before the Settlement Date.
- (b) The parties must use all reasonable endeavours to agree upon the adjustments to be made in accordance with this clause 7 at least 2 Business Days before the Settlement Date.
- (c) If the parties fail to agree upon the adjustments by 5.00pm on the second last Business Day before the Settlement Date then:
  - (i) the Vendor may, by giving a notice, elect to extend the Settlement Date to the date 2 Business Days after the statement of adjustments is agreed; and
  - (ii) if the Vendor does so, the Purchaser must pay interest to the Vendor on the Price calculated under clause 14.8 from and including the previous Settlement Date to and including the day before the date this contract is Settled.

## 8. Price

### 8.1 Payment of Price

The Price is payable by the Purchaser as follows:

- (a) the Deposit must be paid to the Stakeholder on the Contract Date (to be held and disbursed in accordance with clause 8.3); and
- (b) the Balance, plus or minus the amounts that this contract says must be adjusted or otherwise added to or deducted from the Price on Settlement, must be paid to the Vendor at Settlement.

Time is of the essence of the obligation to pay the Deposit to the Stakeholder on the Contract Date.

### 8.2 Method of payment

- (a) All Settlement payments under this contract must be made by Bank Cheque or by Real Time Gross Settlement (**RTGS**) payment at the election of the Vendor.
- (b) The Purchaser is not entitled to reimbursement for the fees for Bank Cheques or RTGS payments.

### 8.3 Deposit

- (a) The parties direct the Stakeholder to invest the Deposit in a separate interest-bearing trust account at a Bank to be held in trust in the joint names of the Purchaser and the Vendor.
- (b) To facilitate the investment of the Deposit, each party must promptly notify the Stakeholder of its tax file number and authorises the Stakeholder to provide its tax file number to the Bank with which the Deposit is invested.
- (c) The Stakeholder must pay the Deposit and any interest earned on the Deposit as follows:

- (i) to the Vendor as its absolute property on the first to occur of satisfaction of the conditions contained in section 27 of the *Sale of Land Act 1962* (Vic) or Settlement in accordance with this contract;
  - (ii) to the Vendor as its absolute property if this contract is terminated as a result of a default by the Purchaser or the Purchaser's anticipatory breach or repudiation; or
  - (iii) by way of refund to the Purchaser if this contract is terminated as a result of a default by the Vendor or this contract is lawfully avoided by the Purchaser.
- (d) The Stakeholder may deduct financial institutions duty, debits tax and all other Bank and government charges applicable to the Deposit or its investment from the total sum held on account of the Deposit before any distribution is made under this clause 8.3.
- (e) Despite anything expressed or implied in this contract or any Law to the contrary, the party entitled to the benefit of the Deposit in accordance with this contract bears the risk of any Loss concerning the Deposit, unless that Loss is caused by the negligence, default or fraud of the Vendor's Solicitors. Without limiting this clause, in the absence of negligence, a default or fraud, the Stakeholder is not liable to the parties for:
- (i) complying with a direction under this clause 8.3; or
  - (ii) any waste or loss of the Deposit or any interest earned (or which could have been earned in respect of the investment of the Deposit as authorised by this contract), including loss as a result of a party's failure to provide its tax file number.

#### 8.4 Stakeholder authority

- (a) The parties agree that:
- (i) this contract is the written instruction from the parties to the Stakeholder to hold the Deposit on the terms described in this contract;
  - (ii) the Stakeholder holds the Deposit and any interest earned on it as stakeholder and with authority to pay the Deposit, and any interest earned on it, to the party that the Stakeholder believes is entitled to the Deposit under the terms of this contract;
  - (iii) the Deposit is for the sole benefit of the person entitled to receive it as determined by this contract; and
  - (iv) any interest earned on the Deposit is held for the sole benefit of the person entitled to receive it as determined by this contract, or if the interest is to be shared, the relevant portions of the interest are held for the sole benefit of the persons respectively entitled to receive them; and
- (b) Each party releases the Stakeholder from all liability for any loss or damage suffered or incurred by the party where the Stakeholder reasonably pays the Deposit (and any interest earned on it) to a party and it is subsequently determined that the payee was not entitled to the Deposit.
- (c) The Stakeholder accepts the benefit of this clause by holding the Deposit.

**9. Settlement****9.1 Time of the essence**

Time is of the essence of the obligation to Settle this contract on the Settlement Date. Time is not of the essence of any time agreed by the parties for Settlement.

**9.2 Time and venue**

- (a) Settlement must take place at or before 5.00pm on the Settlement Date.
- (b) The parties agree to effect an Electronic Settlement in accordance with clause 9.8.
- (c) Time is not of the essence of the particular time the parties agree for Settlement on the Settlement Date.
- (d) If the Purchaser requests and the Vendor agrees to Settle on a later date (for clarity the Vendor is not required to agree) then the Purchaser must pay interest to the Vendor on the Price calculated under clause 14.1 from and including the Settlement Date to and including the day before the date this contract is Settled.

**9.3 Title and possession**

- (a) Title to the Property passes to the Purchaser on Settlement.
- (b) Subject to the Encumbrances, the Vendor must give the Purchaser possession of the Property on Settlement.

**9.4 Vendor's obligations**

- (a) Subject to clause 9.4(b), at Settlement the Vendor must deliver to the Purchaser:
  - (i) all duplicate keys, keycards and other devices, whether electronic or not, used to gain entry to, exit from or secure the Property held by or on behalf of the Vendor; and
  - (ii) anything else that this contract Obliges the Vendor to give to the Purchaser at Settlement.
- (b) The Vendor will only be required to deliver to the Purchaser the original documents referred to in clause 9.4(a) at the same time as or following the Electronic Settlement.

**9.5 Purchaser's obligations**

At Settlement the Purchaser must pay the Balance to the Vendor or as the Vendor directs and must give the Vendor anything else this contract obliges the Purchaser to give to the Vendor at Settlement.

**9.6 Discharge of Security Interests**

- (a) In the case of Security Interests the Purchaser must give notice to the Vendor no later than 15 Business Days before the Settlement Date of each Security Interest for which the Purchaser requires a release, which:
  - (i) are not described by a serial number in the PPS Register;
  - (ii) are predominantly used for personal or domestic purposes;
  - (iii) constitute inventory sold by the Vendor in the ordinary course of a business conducted on the Property; or

- (iv) have a market value less than or equal to \$5,000.
- {b) For each Security Interest notified by the Purchaser on time in accordance with clause 9.6(a), on the Settlement Date the Vendor must deliver to the Purchaser:
- (i) one of the following:
    - (A) a letter from the Vendor stating that the Security Interest does not relate to the Property being sold under this contract;
    - (B) a release of the relevant goods from the such Security Interest in the form published by the Australian Bankers Association {amended as required by the secured party, acting reasonably};
    - {C) written notice from the secured party stating that on the Settlement Date the amount or obligation secured is or will be nil; or
    - {D) written approval or a correction from the secured party stating that on the Settlement Date the goods are not or will not be property affected by the Security Interest; and
  - (ii) in the case of a release described in clause 9.6(b)(i)(B), where not included in the form of release, a written undertaking from the secured party to register a financing change statement on the PPS Register to reflect the release of the goods within 10 Business Days after Settlement.
- (c) At Settlement the Purchaser must accept a discharge or withdrawal of:
- (i) any Encumbrance noted on an electronic title or certificate of title for the Property to which the sate of the Property is not subject and which the Vendor is required to remove if:
    - {A) the discharge or withdrawal is property executed and in registrable form; and
    - {B) the fees for its registration are adjusted in the Purchaser's favour
  - {ii) any charge for a Statutory Outgoing which the Vendor is required to remove in accordance with this contract,
- and, subject to the Vendor providing the documents in this clause, the Vendor will be taken to be ready, willing and able to complete this contract despite the existence of any such Encumbrance immediately before Settlement. To be clear, the Vendor is not required to provide a discharge or withdrawal of a charge for a Statutory Outgoing that will be discharged by payment with a cheque to be presented by the Purchaser at Settlement.
- (d) This clause 9.6 does not apply to an Encumbrance created by the Purchaser, such as a caveat.
  - (e) Nothing in this contract requires the Vendor to discharge, withdraw or remove any Encumbrance noted on a certificate of title for the Property that:
    - (i) has expired;
    - (ii) has been surrendered; or
    - (iii) is otherwise no longer current.

### 9.7 Delivery of documents

- (a) Subject to clause 9.7(b), if the Vendor is required to deliver a document to the Purchaser at Settlement, the Vendor must deliver the Vendor's original or copy of that document if it is in the Vendor's possession or control.
- (b) The Vendor will be taken to comply with its Obligations under clause 9.4 if the Vendor leaves those items for the Purchaser at the Property.

### 9.8 Electronic Conveyancing

- (a) In this clause:
  - (i) **ECNL** means the Electronic Conveyancing National Law;
  - (ii) **Electronic Settlement** means settlement of a conveyancing transaction by the use of an Electronic Lodgement Network within the meaning of the ECNL operated by an ELNO;
  - (iii) **ELN** means Electronic lodgement Network; and
  - (iv) **ELNO** means Electronic lodgement Network Operator within the meaning of the ECNL.
- (b) The parties agree to effect an Electronic Settlement (unless the Registrar's guidelines or laws from time to time require the parties to effect a paper settlement) and to do all things necessary to give effect to an Electronic Settlement.
- (c) Each party must:
  - (i) be, or engage a representative who is, a subscriber for the purposes of the ECNI;
  - (ii) 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 ECNI; and
  - (iii) conduct the transaction in accordance with the ECNL.
- (d) Without limiting clause 9.8(b), the parties agree to adopt the following process in respect of an Electronic Settlement:
  - (i) the Vendor's Solicitor must open the workspace, invite the Purchaser's Solicitor to the workspace and propose a time for Settlement at least 7 Business Days before the Settlement Date;
  - (ii) the Purchaser must accept the time proposed by the Vendor for Settlement or suggest an alternative time for Settlement and the parties must agree on a the Settlement time at least 5 Business Days before the Settlement Date;
  - (iii) the Purchaser must prepare the transfer of land, notice of acquisition and lodging instructions no later than 3 Business Days before Settlement Date;
  - (iv) the Purchaser must ensure that the transfer of land and notice of acquisition are signed and completed correctly no later than 2 Business Days before Settlement;
  - (v) the Vendor's Solicitor must input the adjustments and destination funds into the EIN no later than 1 Business Day before the Settlement Date; and

- (vi) the Purchaser's Solicitor must input source funds into the ELN and ensure that the funds are at a 'Ready' status no later than 1 Business Day before the Settlement Date;
  - (vii) the parties must each sign the financial settlement statement at least 2 hours prior to Settlement; and
  - (viii) once the transfer of land, notice of acquisition and financial settlement statement are signed by both parties, the Purchaser must not unsign or make any changes to the documents or the workspace without the Vendor's prior written consent.
- (e) The Purchaser acknowledges that:
- (i) the workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation;
  - (ii) 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.
- (f) Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

## 10. GST

### 10.1 Definitions

In this clause 10:

- (a) terms expressed with a capital letter which are not defined in clause 1.1 have the meaning given to them under the GST law; and
- (b) references to Price and price have the meaning ordinarily given to that term, not the meaning given under the GST law; and
- (c) expressions which are not defined, but which have a defined meaning in GST Law, have the same meaning.

### 10.2 Amounts exclusive of GST

- (a) All amounts of consideration stated in or calculated under other provisions of this contract are taken to be GST-Exclusive amounts unless expressly stated otherwise.
- (b) A Recipient of a Taxable Supply made under or in connection with this contract for which a GST-Exclusive Consideration is payable, or must be provided, must pay the GST Amount to the supplier on the last to occur of:
  - (i) the date on which the consideration (or the first instalment of the consideration) for the supply is payable or must be provided; and
  - (ii) receipt of a Tax Invoice from the supplier which complies with the GST Law for the Taxable Supply.

### 10.3 Reimbursable Expenses

If consideration payable to a party includes an amount that is the reimbursement or indemnification of a loss or expense incurred by that party, then the GST-Exclusive amount of that consideration excludes the amount of any input tax credit to which that party is entitled for that loss or expense unless another provision of this contract expressly provides otherwise.

### 10.4 Obligation to pay or provide consideration unaffected

Nothing in this clause 10 affects a party's Obligation to pay or provide the GST-Exclusive consideration for a Taxable Supply to the supplier on or before the due date for payment in accordance with this contract.

### 10.5 Calculation of the GST-Exclusive amount of the Price

- (a) The GST-Exclusive amount of the Price is calculated in accordance with the Australian Taxation Office Determination GSTD 2006/3, after all adjustments have been made in accordance with clause 7 and otherwise under this contract.
- (b) To the extent that the supply of the Property is a taxable supply, the GST Amount to be shown in the Tax Invoice to be delivered to the recipient under this clause 10 is 10% of the GST-Exclusive amount of the Price (or the relevant proportion of it for a mixed supply).

### 10.6 GST adjustments

If at any time an adjustment is made between a party and the Australian Taxation Office on account of GST paid or payable in connection with a Supply made under or other matter or thing done or not done concerning this contract, a corresponding adjustment must be made between the parties and any payment necessary to effect the adjustment must be made within 5 Business Days.

## 11. Foreign Residents Capital Gains Withholding

### 11.1 Terms in this clause

The following terms have these meanings in this clause 11:

**Clearance Certificate** means a valid and current certificate issued by the Australian Taxation Office in accordance with ss14-220(1) of Schedule 1 of the TA Act stating that the Vendor is not a foreign resident.

**Remittance Amount** means the foreign resident capital gains withholding amount that the Purchaser must pay to the Australian Taxation Office to comply with obligations under Subdivision 14-D of the TA Act if clause 11.4 applies to this contract.

**TA Act** means the *Tax Administration Act 1953* (Cth).

**Variation Notice** means a notice provided under s14.235 of Schedule 1 of the TA Act.

### 11.2 When withholding payment does not apply

The payment obligation in clause 11.4 does not apply if:

- (a) section 14-200 of Schedule 1 of the TA Act does not apply to the sale of the Property;
- (b) this is an excluded transaction under section 14-215 of Schedule 1 of the TA Act; or

- (c) the Vendor gives the Purchaser a Clearance Certificate before Settlement.

### 11.3 Extension if delay in provision of certificate or notice

- (a) If the Vendor gives the Purchaser a Clearance Certificate or a Variation Notice on a day that is 5 or less Business Days before the Settlement Date then the Purchaser may give the Vendor a notice extending the Settlement Date until the day that is 5 Business Days after the day of receipt of the certificate or notice.
- (b) If the Vendor has not obtained a Clearance Certificate or a Variation Notice by the Settlement Date, the Vendor may, by notice in writing to the Purchaser, extend the Settlement Date by a period of up to 20 Business Days to enable it to obtain the Clearance Certificate or a Variation Notice.

### 11.4 Payment obligations

- (a) If this clause 11.4 applies then the Purchaser must:
  - (i) give a foreign resident capital gains withholding purchaser payment notification form to the Australian Taxation Office and give a copy of that form to the Vendor at or prior to Settlement; and
  - (ii) produce at Settlement, a Bank Cheque for the Remittance Amount payable to the Australian Taxation Office.
- (b) If the Purchaser:
  - (i) has complied with clause 11.4(a); and
  - (ii) has a solicitor for this contract and the solicitor gives an undertaking to pay the Bank Cheque to the Australian Taxation Office immediately after Settlement,
 then the Bank Cheque must be given to the solicitor to be paid in accordance with the undertaking.
- (c) If the Purchaser has complied with clause 11.4(a) but does not have a solicitor for this contract then:
  - (i) the Bank Cheque must be given to the solicitor for the Vendor; and
  - (ii) the Vendor must direct the solicitor to pay the Bank Cheque to the Australian Taxation Office immediately after Settlement.
- (d) In either case the solicitor for the party that makes the payment must give the other party a copy of the receipt of payment of the Remittance Amount.
- (e) The payment of the Remittance Amount is credited to the payment of the Purchase Price.
- (f) The Vendor cannot refuse to effect Settlement if the Purchaser complies with clause 11.4.
- (g) If the Purchaser has not complied with clause 11.4(a)(i) then the Purchaser is not entitled to make any payment to the Australian Taxation Office or deduct any amount from the Price with respect to foreign resident capital gains withholding obligations.
- (h) Each party must, as soon as possible, provide the other party with the information required to enable it to comply with its obligations under this clause.

## 12. Confidential Information

### 12.1 Confidentiality

Subject to clause 12.2, the Recipient must keep all Confidential Information disclosed to the Recipient absolutely secret and confidential.

### 12.2 Exceptions to confidentiality

The Recipient may reveal Confidential Information if:

- (a) subject to clause 12.2(f), the Recipient first obtains the Discloser's consent;
- (b) the Recipient is required by Law or by any stock exchange to disclose the Confidential Information, in which case the Recipient must first:
  - (i) immediately notify the Discloser of the requirement;
  - (ii) obtain the Discloser's consent to the terms and extent of that disclosure; and
  - (iii) permit and assist the Discloser to oppose or restrict the disclosure to preserve, as far as possible, the confidentiality of the Confidential Information;
- (c) the Recipient is giving effect to the sale of the Property;
- (d) the Confidential Information is already in the public domain for reasons other than a breach of this contract;
- (e) the Confidential Information is disclosed to the Recipient by a third party legally entitled to disclose that information who is not under an obligation of confidentiality to the Discloser; or
- (f) the Confidential Information is disclosed only to the extent required to effect the sale and purchase of the Property under this contract to:
  - (i) a related body corporate (as defined in the Corporations Act);
  - (ii) an adviser or consultant for the sole purpose of obtaining professional advice;
  - (iii) investors or potential investors for the sole purpose of raising equity; or
  - (iv) financiers or potential financiers for the sole purpose of securing debt finance;
- (g) Settlement has occurred, but only for purposes in connection with the ongoing ownership and management of the Property (except for details of the terms of this Contract).

### 12.3 Announcement

- (a) Neither party may make a public announcement or statement, give an interview, issue a release to the media or to a stock exchange or otherwise disclose the existence, subject-matter, terms or Settlement of the transactions contained in or connected with this contract, unless that party first obtains the other party's written consent to the terms of the disclosure, the person to whom it will be made and when (such consent not to be unreasonably withheld or delayed).
- (b) Notwithstanding clause 12.3(a):

- (i) the Purchaser consents to the Vendor notifying its investors that Settlement has occurred and the Property has been divested by email or on its website following Settlement; and
- (ii) the Vendor consents to the Purchaser notifying its investors that Settlement has occurred and the Property has been acquired following Settlement.

**13. Personal Information**

The Purchaser must:

- (a) comply with all Privacy Laws in connection with the use or disclosure of Personal Information disclosed in this contract or otherwise disclosed by the Vendor to the Purchaser;
- (b) notify the Vendor promptly after becoming aware that the Purchaser may be required by Law to disclose Personal Information disclosed in this contract or otherwise disclosed by the Vendor to the Purchaser and before making that disclosure;
- (c) notify the Vendor promptly after receiving any request for access to Personal Information disclosed in this contract or otherwise disclosed by the Vendor to the Purchaser and before making that disclosure;
- (d) not give access to or otherwise disclose Personal Information disclosed in this contract or otherwise disclosed by the Vendor to the Purchaser to anyone (except to the individual to whom the Personal Information relates or in accordance with any Privacy Statement) without the Vendor's written consent, unless the Purchaser is required to do so under any Privacy Law; and
- (e) not do anything with the Personal Information disclosed in this contract or otherwise disclosed by the Vendor to the Purchaser which may cause the Vendor to breach a Privacy Law.

**14. Default**

**14.1 Insolvency Event**

If an Insolvency Event occurs concerning the Purchaser then the Purchaser is taken to have repudiated this contract and the Vendor may terminate this contract by notice effective immediately upon the Purchaser.

**14.2 Default Notice**

If the Purchaser defaults under this contract, the Vendor may not exercise any of its rights arising from the default (except to sue for any money owed to the Vendor) until the Vendor has given a Default Notice to the Purchaser and the Purchaser fails to comply with the Default Notice on time.

**14.3 Repudiation**

If the Purchaser repudiates this contract (including as described in clause 14.1), clause 14.2 does not apply.

**14.4 Purchaser's default**

If the Purchaser is in default and fails to comply with a Default Notice, all sums unpaid under this contract become immediately payable and recoverable at the Vendor's option.

#### 14.5 Rescission

- (a) If a Default Notice states that, unless the default is remedied, this contract will be rescinded, then this contract is automatically rescinded if the Default Notice is not satisfied on time.
- (b) If a Default Notice does not state that, unless the default is remedied, this contract will be rescinded then, if the Default Notice is not satisfied on time, the Vendor may:
  - (i) rescind this contract, in which case clause 14.6 applies as if the contract had been automatically rescinded; or
  - (ii) leave this contract on foot and sue the Purchaser for damages for breach, specific performance or both.

#### 14.6 Effects of rescission

- (a) If this contract is rescinded in accordance with clause 14.5:
  - (i) clause 8.3(c)(ii) applies;
  - (ii) the Vendor may, at its option, within 12 months after the date this contract is rescinded:
    - (A) retain the Property and sue for damages for breach of contract; or
    - (B) resell the Property in the manner the Vendor thinks fit and recover any deficiency in the price received on the resale and any other Loss from the Purchaser by way of liquidated damages; and
  - (iii) in addition to the forfeit of the Deposit to the Vendor under clause 8.3(c)(ii), the Vendor may retain any part of the Price paid by the Purchaser until the Loss suffered or incurred by the Vendor is determined and apply that money towards the satisfaction of that Loss.
- (b) Nothing in this clause 14.6 affects the Vendor's other rights and remedies.

#### 14.7 Further Default Notices

The giving of a Default Notice under this clause 14 does not prejudice the right of the Vendor to give a further Default Notice under this clause 14.

#### 14.8 Default interest

- (a) Without limiting any other remedy under this contract or at Law, if the Purchaser defaults in the payment of money due under this contract, the Purchaser must pay interest to the Vendor at the rate of 10% per annum, calculated on the Amount Due on and from the due date for payment of the Amount Due to and including the date the Amount Due (together with all interest payable under this clause 14.8) is paid.
- (b) Any judgment for a default in the payment of money under this contract will bear interest calculated under clause 14.8(a) from the date of the judgment to and including the date the Amount Due (together with all interest payable under clause 14.8(a)) is paid.
- (c) The interest calculated under clause 14.8(a) is the Vendor's genuine pre-estimate of the Loss the Vendor is likely to suffer on account of the Purchaser's default in the payment of money due under this contract.

#### 14.9 Purchaser's indemnities

- (a) The Purchaser indemnifies the Vendor against Losses suffered or incurred by the Vendor to the extent they are caused or contributed to directly or indirectly by:
- (i) the Purchaser breaching an Obligation or repudiating this contract, or becoming Insolvent;
  - (ii) a breach of Warranty given by the Purchaser; or
  - (iii) an action taken by the other party in good faith in reliance on a notice or other written communication from the Purchaser or given with its actual or ostensible authority.

To be clear, the Vendor is not entitled to be indemnified to the extent the Loss is caused or contributed to by the Vendor's negligence or default.

- (b) The Loss suffered or incurred by the Vendor that is to be compensated by the Purchaser may include:
- (i) Loss on account of money borrowed, contracted for or used to fund an amount and which is secured against the Property, including interest, discount on bills and other borrowing expenses;
  - (ii) if the Vendor has vacated the Property in anticipation of Settlement, the Costs of accommodation and storing the Vendor's property; and
  - (iii) legal and other Costs and disbursements calculated on a full indemnity basis, including those incurred in drawing and giving any Default Notice and receiving advice.

#### 15. Nomination

- (a) If this contract says that the Property is sold to a named purchaser "and/or nominee" (or similar words), the named Purchaser may, at least 15 Business Days before the Settlement Date, nominate a substitute or additional purchaser (**Nominee**), but the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this contract and must, if requested to do so by the Vendor, execute guarantees and/or provide or have the Nominee provide information and evidence required by the Vendor.
- (b) The Purchaser and any substitute or additional Purchaser must fully and truthfully disclose the details of the nomination of the Nominee to the State Revenue Office or any other relevant Authority.
- (c) The Purchaser and any Nominee must hold harmless, indemnify and keep indemnified the Vendor against any Loss, Claim, damages, penalty, fine or Costs that the Vendor, or the Vendor's representatives pay, suffer, incur or are liable for as a result of any breach of this clause 15.

#### 16. General

##### 16.1 Purchaser's Warranties about FIRB

The Purchaser Warrants to the Vendor at the Contract Date and again at Settlement that it is not prohibited by or under any Law from entering into this contract or complying with its Obligations, including the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

**16.2 Entire agreement**

This contract and the vendor's statement constitutes the entire agreement between the parties regarding the matters contained in it and supersedes any prior representations, understandings or arrangements between the parties, whether oral or written and whether made by or on behalf of a party. Nothing is implied into this contract, except as required by Law.

**16.3 Dealings with this contract**

The Purchaser may not transfer, assign, create an Encumbrance over or otherwise deal with its rights under this contract or its Obligations.

**16.4 Variation**

This contract cannot be varied except by a document executed by all parties or agreed in writing by all parties.

**16.5 Waiver**

A right created by this contract cannot be waived except in writing signed by the party entitled to that right. Mere delay by a party in exercising any right does not constitute a waiver of that right, nor will any waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

**16.6 Further assurances**

Each party must promptly execute all documents and do all things necessary or desirable to complete, undertake and give full effect to the matters and arrangements contained in or contemplated by this contract, whether before or after Settlement, including:

- (a) the satisfaction of any requisition or other query raised by the Titles Office on the transfer of the Land or other dealing affecting the title to the Land;
- (b) the satisfaction of any requisition or other query made by the Australian Taxation Office concerning the calculation of GST payable for Supplies made under this contract; and
- (c) the rectification of an error or miscalculation of, or the readjustment in accordance with this contract, of any adjustment to be made under clause 7.

**16.7 Governing Law and jurisdiction**

- (a) The Laws applicable in the State govern this contract.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of the State and any courts competent to hear appeals from those courts.

**16.8 Severance**

If any clause or part of a clause is in any way unenforceable, voidable, invalid or illegal, it must be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or, where possible, the offending part) is taken to be severed from this contract without affecting the enforceability, validity or legality of the remaining clauses (or parts of the clause) which will continue in full force and effect. This clause 16.8 has no effect if the severance alters the basic nature of this contract or is contrary to public policy.

#### 16.9 Preservation of existing rights

The expiration or termination of this contract does not affect any right or remedy for breach that has accrued to a party before the expiration or termination date.

#### 16.10 No merger

- (a) Each right or Obligation of a party under this contract that can operate or have effect on or after the Settlement, expiration, termination or rescission of this contract will not merge on the occurrence of that event or in the transfer of the Land to the Purchaser, but will remain in full force and effect.
- (b) Without limiting clause 16.10(a), each indemnity in this contract is a continuing Obligation, separate and independent from all other Obligations. It is not necessary for the party having the benefit of an indemnity under this contract to incur expense before enforcing that indemnity.

#### 16.11 Counterparts and electronic execution

- (a) This contract may be executed in any number of counterparts. All counterparts taken together constitute one instrument. The parties further agree communication of execution of this contract by a party may, as an alternative to any other lawful method, be completed by successfully transmitting a facsimile or an attachment to an email (provided the sender has not received a notification that, for any reason, the email and attachment were not received by the recipient) of this contract bearing execution by that party to all other parties.
- (b) A party may sign a soft copy of this contract electronically or through DocuSign and bind itself accordingly. This will satisfy any statutory or other requirements for this contract to be in writing and signed by that party. The parties intend that any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures appearing will also constitute an executed original counterpart.

#### 16.12 Relationship of parties

Unless otherwise stated:

- (a) nothing in this contract creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

#### 16.13 Consents

- (a) Each party must use its best endeavors to comply with the intention of this contract.
- (b) A party may not unreasonably withhold or delay its approval or consent where required under this contract, but may grant such approval or consent subject to reasonable conditions. The party to whom such approval or consent is granted must comply with each reasonable condition so imposed, as if it was an Obligation. This clause does not apply to any provision that expressly states that the approval or consent maybe given or withheld in the absolute discretion of the relevant party.
- (c) If an approval or consent is required, it must be granted in writing to be effective.

- (d) An approval or consent granted by a party under this contract signifies only that the party does not object to the act, matter or thing so approved and does not constitute an assumption of a duty of care or a liability or Warranty concerning the act, matter or thing.

#### 16.14 Costs

- (a) Each party must pay its own legal and other costs and disbursements in connection with the preparation, negotiation, approval, completion and carrying into effect of this contract.
- (b) The Purchaser must pay all stamp duty and transaction duties assessed on or in respect of this contract and any instrument or transaction required or contemplated by or necessary to give effect to this contract. The Purchaser acknowledges that it has obtained its own legal and other advice concerning its liability for stamp duty and transaction duties in relation to the totality of this transaction and indemnifies the Vendor for any Loss the Vendor may suffer or incur as a result of the structure of this transaction or the Purchaser's failure to pay all stamp duty and transaction duties as assessed and on or before the due date.
- (c) Subject to clause 16.14(a), a party must pay or reimburse the other on demand for the reasonable costs of providing any consent or approval, the exercise or non-exercise of rights under this contract (including the contemplated or actual enforcement or preservation of those rights), waiver, variation, release, surrender, discharge or other dealing concerning this contract or its subject-matter including:
- (i) costs payable to an agent, consultant or other person appointed to evaluate or supervise any matter;
  - (ii) administration costs;
  - (iii) Taxes; and
  - (iv) legal costs and disbursements on a full indemnity basis.
- (d) Unless otherwise stated in this contract, anything a party must do under this contract must be done at that party's cost.

#### 16.15 Notices

- (a) A notice may be made or given on behalf of a party by its Solicitors to the other party's Solicitors.
- (b) A notice must be in writing and must be given to the recipient at its Address for Service by being:
- (i) sent by email;
  - (ii) sent by prepaid ordinary mail within Australia; or
  - (iii) sent by prepaid express post international airmail, if the Addresses for Service of the sender and recipient are in different countries.
- (c) A notice is taken to have been given if:
- (i) sent by email, at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000* (Vic);

- (ii) sent by prepaid ordinary mail within Australia, on the date being 2 Business Days after the date of posting; or
  - (iii) sent by prepaid express post international airmail between countries, on the date being 7 Business Days after the date of posting.
- (d) A notice is taken to be given to each person described as the Purchaser who is jointly and severally liable under this contract, if it is given to one of the persons described as the Purchaser. The recipient is responsible for delivering a copy of that notice to the remaining persons described as the Purchaser.

#### **16.16 Purchaser Warranty of capacity**

The Purchaser, for the purposes only of this contract, Warrants in favor of the Vendor at the Contract Date and again at Settlement that:

- (a) this contract creates legal, valid and binding obligations, enforceable against it in accordance **with** its terms;
- (b) it is not under any legal disability which affects its capacity to enter into this contract and satisfy its Obligations;
- (c) unless otherwise stated, it has not entered into this contract in the capacity of a trustee, responsible entity or custodian for any trust or fund;
- (d) its net assets (or, where the Purchaser has executed this contract in its capacity as the trustee, responsible entity or custodian of a specified trust or fund, the net assets of that trust and its rights of indemnity out of the net assets of that trust) are sufficient to satisfy its Obligations;
- (e) it does not require the consent or authority of any person to enter into this contract or satisfy its Obligations; and
- (f) to the best of its knowledge no petition, process or other step to wind up, administer or dissolve the party (or the specified trust):
  - (i) has been presented or taken and is subsisting;
  - (ii) is currently threatened by a third person;
  - (iii) if taken by a third person, is justified by any current circumstances; or
  - (iv) will be voluntarily taken by it within 12 months after Settlement.

## 16.17 Condition of Property

The Purchaser acknowledges that:

- (a) Any failure of any building or improvements on the land to comply with any planning, health, environmental, building or other legislation, regulations, by-laws or any planning permit and any encroachment by or on the land does not constitute a defect in the Vendor's title and the purchaser shall not make any objection, requisition or claim any compensation from the Vendor on any such ground and
- (b) The Purchaser accepts the land and improvements on and services on and to the land in their present condition, position and state of repair and subject to all faults and defects both latent or patent.
- (c) The Purchaser acknowledges that the Vendors did not obtain a Building Permit for the conversion of a Granny Flat in the garage.
- (d) The Purchaser acknowledges that an Owner Builder Inspection Warranty Report (137b) prepared by Jim's Building Inspection on 16 March 2026 is attached to Section 32.

The Vendor will not be required to procure any building permit, building approval final inspection, occupancy permit or any other permits, approvals or inspections in relation to the land or any improvements and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.

INFORMATION ONLY

Sale of Land (Public Auctions) Regulations 2014

S.R. No. 73/2014  
**SCHEDULES**

**SCH 1**

**SCHEDULE 1**

Regulations 5, 6 and 7

**GENERAL RULES FOR THE CONDUCT OF PUBLIC  
AUCTIONS OF LAND**

1. No bids may be made on behalf of the vendor of the land.
- OR
1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
  2. The auctioneer may refuse any bid.
  3. The auctioneer may determine the amount by which the bidding is to be advanced.
  4. The auctioneer may withdraw the property from sale at any time.
  5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
  6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
  7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
  8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

**Sale of Land (Public Auctions) Regulations 2014**

S.R. No. 73/2014

**SCH 5**

**SCHEDULE 5**

Regulation 6

**INFORMATION CONCERNING THE CONDUCT OF PUBLIC  
AUCTIONS OF LAND**

**Meaning of vendor**

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

**Bidding by co-owners**

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

**Vendor bids**

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners. The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

# GUARANTEE and INDEMNITY

I/We, ..... of .....

and ..... of .....

being the **Sole Director / Directors** of ..... ACN .....  
 (called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) Director (Sign)  
 )  
 Witness..... )

# 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>	3 RAIMENO STREET, LALOR VIC 3075
-------------	----------------------------------

Vendor's name	Ghada Moussa	Date	/ /
Vendor's signature	_____		
Vendor's name	Mahmoud Moussa	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

## 1. FINANCIAL MATTERS

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

Particulars are attached

### 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

\$0.00	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

### 1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> 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):

Are contained in the attached Certificate of Title

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

Not Applicable

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

### 3.4 Planning Scheme – Particulars are attached

## 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")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

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*.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

### 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.)*

Is attached

### **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)*

*13.1 Owner Builder Inspection Warranty Report (137b) prepared by Jim's Building Inspection on  
16 March 2026 Is attached*

---

INFORMATION ONLY

# 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.

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 08481 FOLIO 583

Security no : 124132647422X  
Produced 03/03/2026 03:53 PM

LAND DESCRIPTION

Lot 27 on Plan of Subdivision 061284.  
PARENT TITLE Volume 08210 Folio 568  
Created by instrument LP061284 29/05/1964

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
MAHMOUD MOUSSA  
GHADA MOUSSA both of 3 RAIMENO ST LALOR 3075  
X191108Y 05/12/2000

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE X191109V 05/12/2000  
WESTPAC BANKING CORPORATION

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 LP061284 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: 3 RAIMENO STREET LALOR VIC 3075

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 23/10/2016

DOCUMENT END

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Document Type	<b>Plan</b>
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Document Assembled	<b>03/03/2026 15:58</b>

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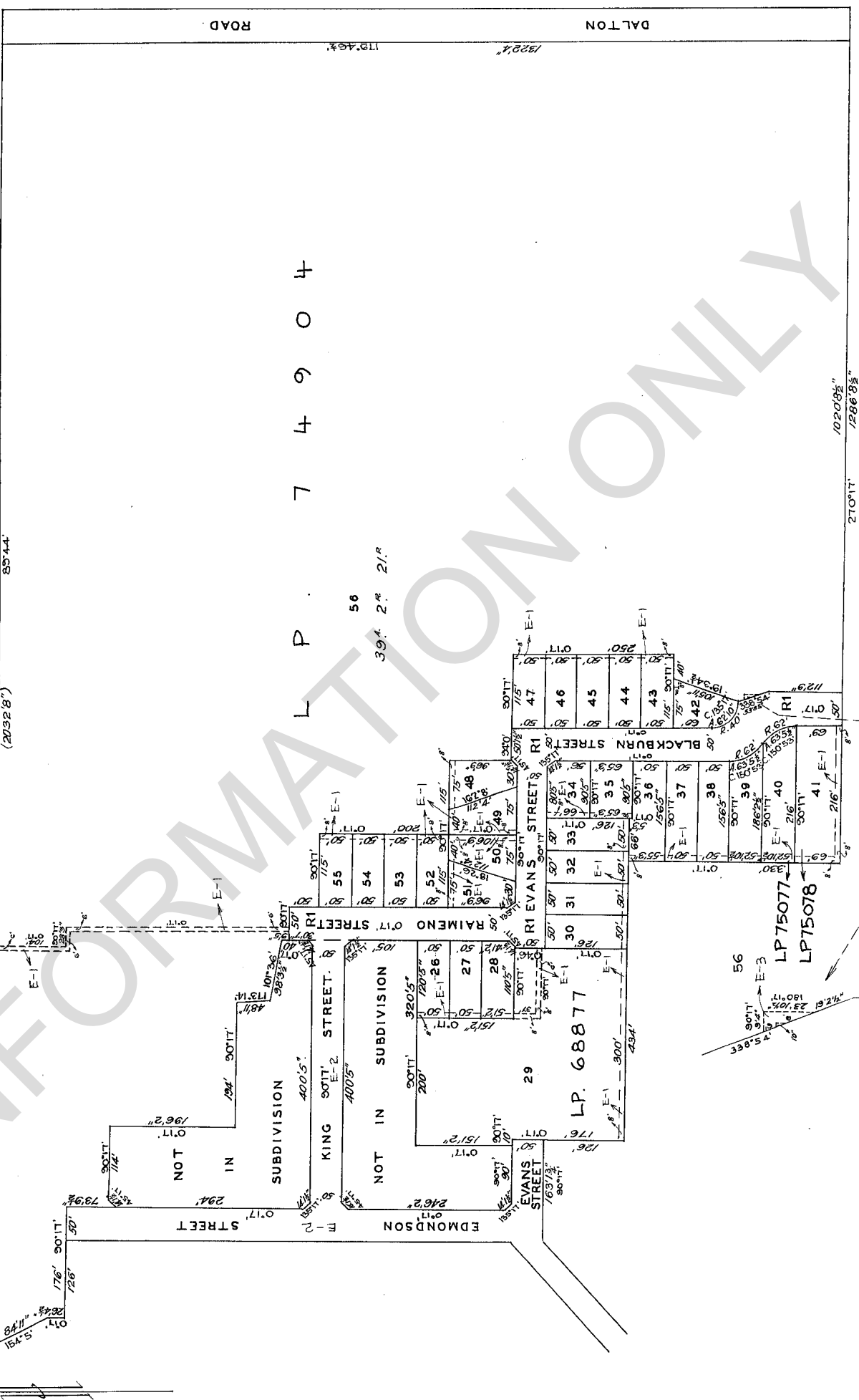
The document is invalid if this cover sheet is removed or altered.

LP61284  
EDITION 2  
APPROVED 3 / 12 / 63  
CHART 18

COLOUR CONVERSION  
BLUE = E-1  
BROWN = E-2 & R1  
PURPLE = E-3

**APPROPRIATIONS**  
The land coloured blue is set apart for drainage & sewerage purposes.  
The land coloured brown is set apart for way & drainage.  
The land coloured purple is set apart for drainage & sewerage purposes vide LP 56892.

**ENCUMBRANCES**  
PART OF ROAD R1 IS FURTHER ENCUMBERED BY DRAINAGE AND SEWERAGE EASEMENTS VIDE LP56892 (20228")



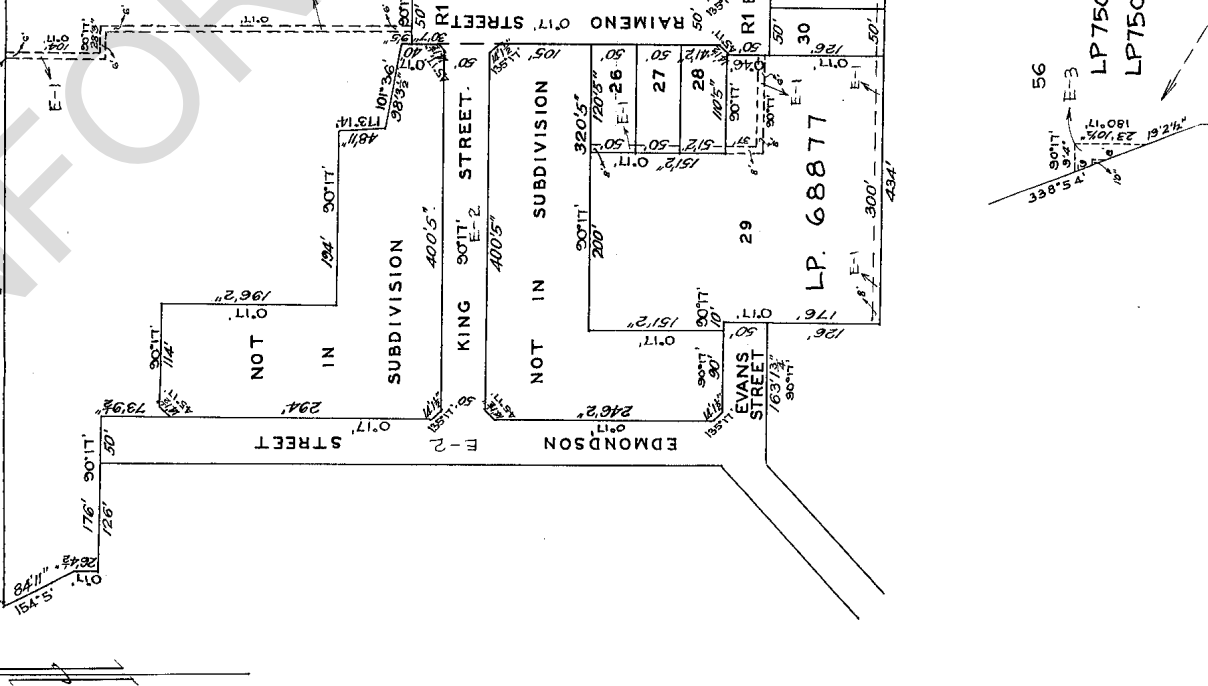
L P 7 4 9 0 4

56  
39.4 2.2 21.2

270'11" 102'08"  
1286'35"

PLAN OF SUBDIVISION OF  
PART OF CROWN PORTION 26  
PARISH OF KEELBUNDORA

VOL 210 FOL 568  
Measurements are in Feet & Inches  
Conversion Factor  
FEET X 0.3048 = METRES



L P 7 4 9 0 4

56  
39.4 2.2 21.2

270'11" 102'08"  
1286'35"



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 10 March 2026 02:40 PM

## PROPERTY DETAILS

Address: **3 RAIMENO STREET LALOR 3075**  
Lot and Plan Number: **Lot 27 LP61284**  
Standard Parcel Identifier (SPI): **27\LP61284**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **154401**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 9 B4**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **Yarra Valley Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **AUSNET**

## STATE ELECTORATES

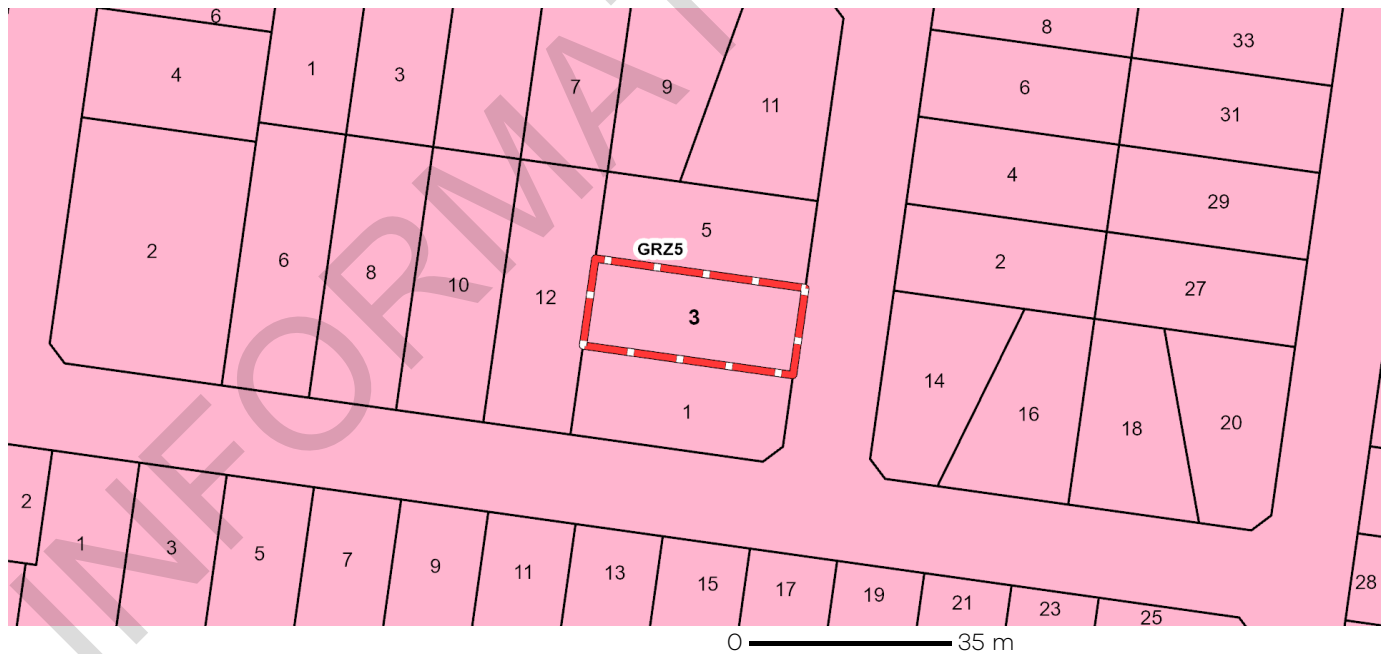
Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**  
**OTHER**  
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)



**GRZ - General Residential**

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

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



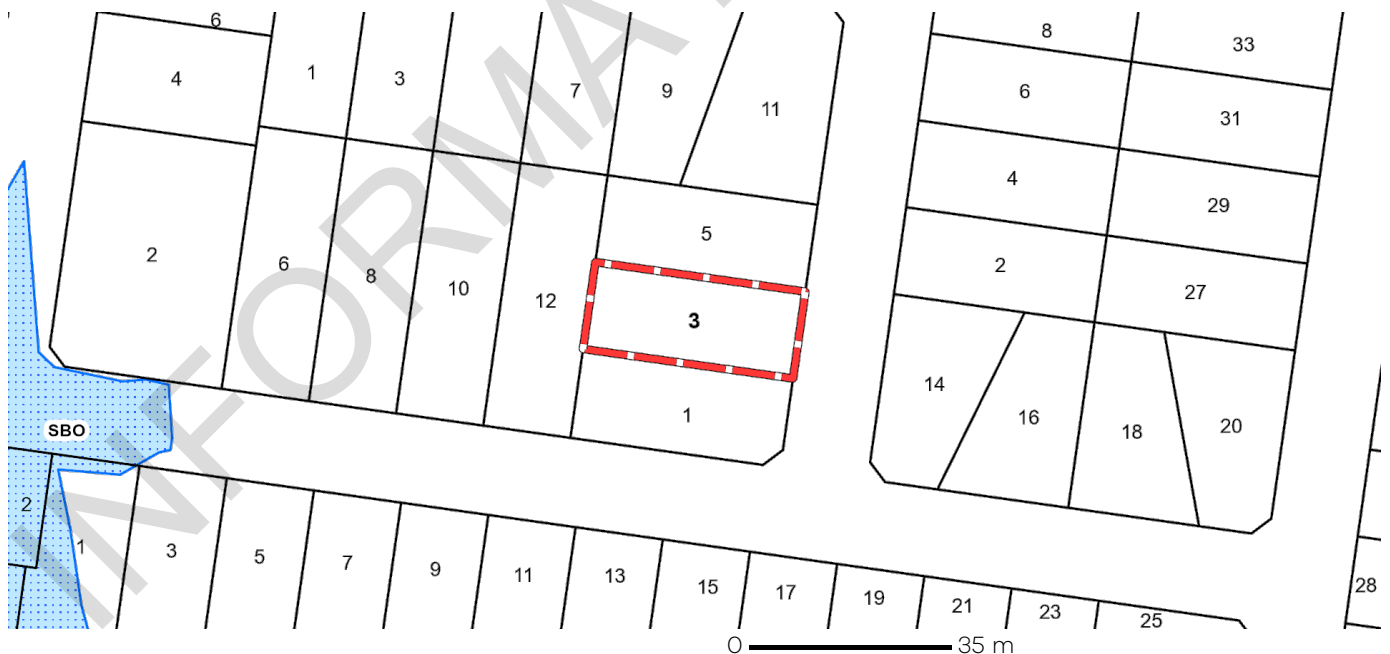
 **DCPO - Development Contributions Plan Overlay**

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### SPECIAL BUILDING OVERLAY (SBO)



 **SBO - Special Building Overlay**

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 6 March 2026.

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>

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 at Landata - <https://www.landata.vic.gov.au>

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 <https://mapshare.vic.gov.au/vicplan/>

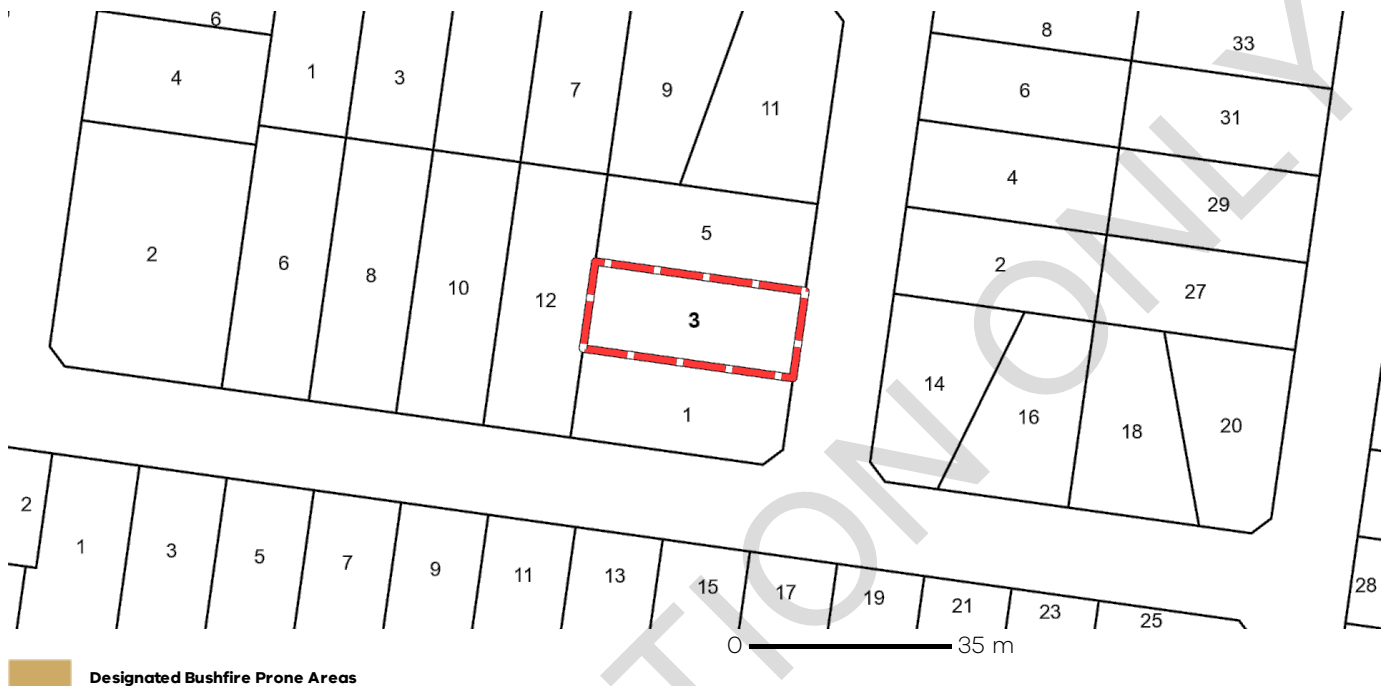
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

## Native Vegetation

Native plants that are indigenous to Victoria and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

**Date of issue**  
04/03/2026

**Assessment No.**  
154401

**Certificate No.**  
181825

**Your reference**  
79827565-014-2

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2026

**Property location:** 3 Raimeno Street LALOR 3075

**Description:** LOT: 27 LP: 61284

**AVPCC:** 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$600,000	\$450,000	\$30,000

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2025 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2025	\$1,418.60
Food/Green waste bin charge levied on 01/07/2025	\$95.30
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$103.80
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$11,154.34
Interest to 04/03/2026	\$631.34
Other adjustments	\$0.00
Less Concessions	-\$316.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
<b>Balance of rates &amp; charges due:</b>	<b>\$13,538.03</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$13,538.03</b>
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Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

Free telephone interpreter service

   **131 450**

## 2. Outstanding or potential liability / sub-divisional requirement:

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

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

## 3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

## 4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

## 5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

### ***Interest penalty on late payments***

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

## 6. Other information:



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

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

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Payment can be made using these options.

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **154401**



Phone 1300 301 185  
Ref **154401**



Billers Code **5157**  
Ref **154401**

3rd March 2026

Residential & Commercial Property C/- Triconvey (R  
LANDATA

Dear Residential & Commercial Property C/- Triconvey (R,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	3 RAIMENO STREET LALOR 3075
<b>Applicant</b>	Residential & Commercial Property C/- Triconvey (R LANDATA
<b>Information Statement</b>	31016110
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	431596

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [propertyflow@yvw.com.au](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	3 RAIMENO STREET LALOR 3075
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STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

## **Melbourne Water Property Information Statement**

Property Address	3 RAIMENO STREET LALOR 3075
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STATEMENT UNDER SECTION 158 WATER ACT 1989

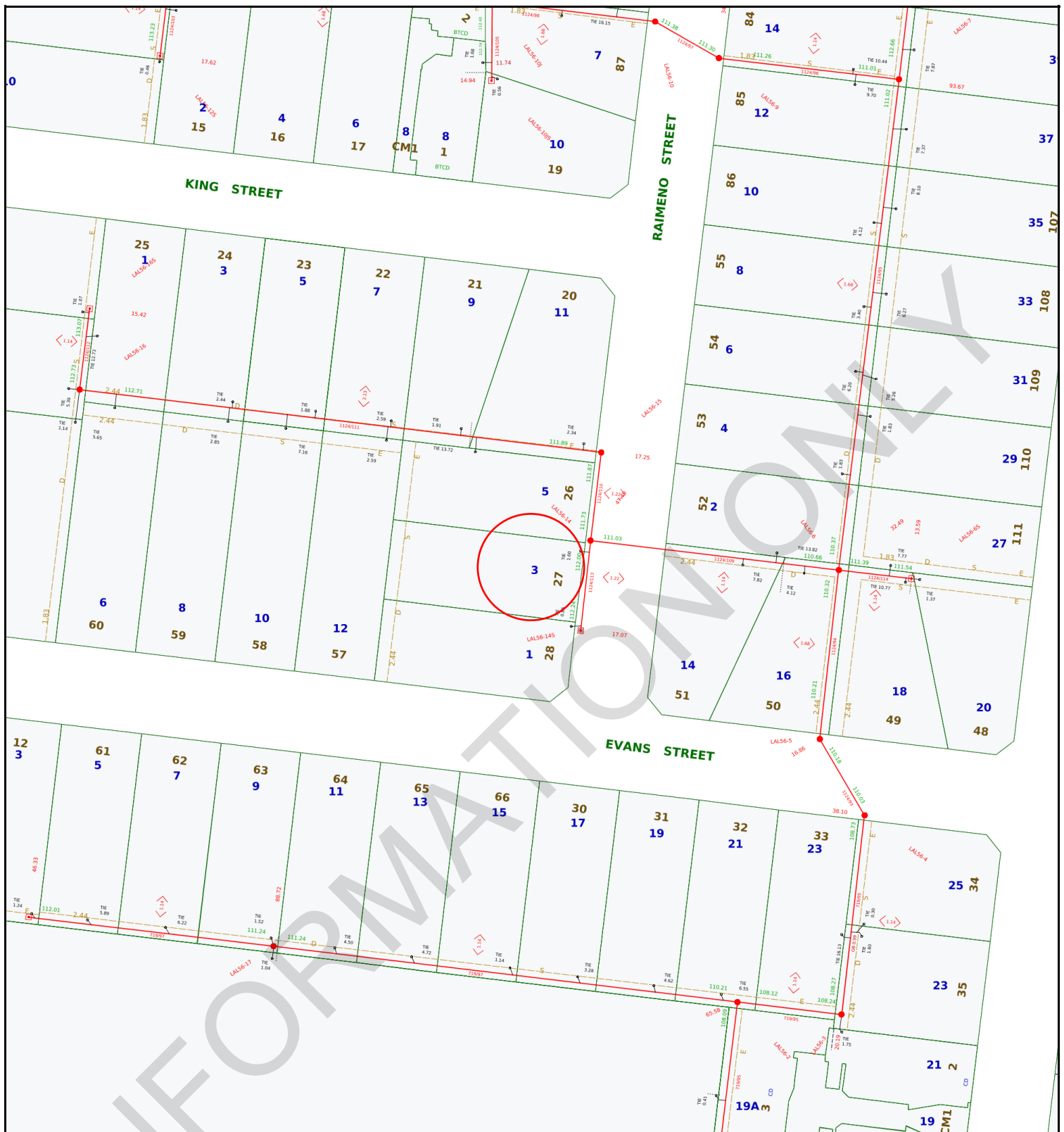
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.















**Yarra Valley Water  
Information Statement  
Number: 31016110**

<b>Address</b>	3 RAIMENO STREET LALOR 3075
<b>Date</b>	03/03/2026
<b>Scale</b>	1:1000



Yarra Valley Water  
ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

**Disclaimer:** This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Residential & Commercial Property C/- Triconvey (R  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 5290230000  
**Rate Certificate No:** 31016110

**Date of Issue:** 03/03/2026  
**Your Ref:** 431596

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
3 RAIMENO ST, LALOR VIC 3075	27/LP61284	1226076	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	\$20.80	\$20.80
Residential Water and Sewer Usage Charge Step 1 – 42.240000kL x \$3.57240000 = \$150.90 Step 2 – 42.240000kL x \$4.68710000 = \$197.98 Step 3 – 263.520000kL x \$5.44560000 = \$1435.02 Estimated Average Daily Usage \$18.58	29-10-2025 to 02-02-2026	\$1783.90	\$1703.90
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	\$119.92	\$119.92
Parks Fee	01-01-2026 to 31-03-2026	\$22.14	\$22.14
Drainage Fee	01-01-2026 to 31-03-2026	\$30.82	\$30.82
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$1897.58



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and

payable to the end of the current financial quarter.

4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

INFORMATION

To ensure you accurately adjust the settlement amount, we strongly recommend you book a **Special Meter Reading**:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

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**Property No:** 1226076

**Address:** 3 RAIMENO ST, LALOR VIC 3075

**Water Information Statement Number:** 31016110

## HOW TO PAY



**Bill**er Code: 314567  
Ref: 52902300007

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



INFOTRACK / RESIDENTIAL & COMMERCIAL PROPERTY

<b>Your Reference:</b>	RC675
<b>Certificate No:</b>	98049537
<b>Issue Date:</b>	04 MAR 2026
<b>Enquiries:</b>	MXG16

**Land Address:** 3 RAIMENO STREET LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13842950	27	61284	8481	583	\$199.25

**Vendor:** MAHMOUD MOUSSA & GHADA MOUSSA

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS GHADA MOUSSA	2026	\$450,000	\$0.00	\$0.00


**Comments:** Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MS GHADA MOUSSA	2015	\$199.25	\$0.00	\$199.25

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 IMPROVED VALUE (CIV):	\$600,000
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SITE VALUE (SV):	\$450,000
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<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$199.25</b>
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# Notes to Certificate - Land Tax

Certificate No: 98049537

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. 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.

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

7. 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.
8. 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 = \$1,800.00

Taxable Value = \$450,000

Calculated as \$1,350 plus ( \$450,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,000.00

Taxable Value = \$600,000

Calculated as \$600,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 98049537

### 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: 98049537

### 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)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / RESIDENTIAL & COMMERCIAL PROPERTY

Your Reference: RC675

Certificate No: 98049537

Issue Date: 04 MAR 2026

Enquires: MXG16

Land Address: 3 RAIMENO STREET LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13842950	27	61284	8481	583	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:

SITE VALUE:

**CURRENT CIPT CHARGE: \$0.00**

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98049537

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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 commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. 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 unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. 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.

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / RESIDENTIAL & COMMERCIAL PROPERTY

Your Reference:	RC675
Certificate No:	98049537
Issue Date:	04 MAR 2026

**Land Address:** 3 RAIMENO STREET LALOR VIC 3075

Lot	Plan	Volume	Folio
27	61284	8481	583

**Vendor:** MAHMOUD MOUSSA & GHADA MOUSSA

**Purchaser:** FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 98049537

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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 in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, 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 unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. 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.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 98049539

### 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: 98049539

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Enquiries: Building and Planning Administration 9217 2170  
[Buildplan@whittlesea.vic.gov.au](mailto:Buildplan@whittlesea.vic.gov.au)

Your Ref: 79827565-016-6

18 March 2026

Landata,

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION  
 3 (Lot 27) Raimeno Street, Lalor**

Further to your application for property information for the above address I write to advise the following:

**Regulation 51 1 (a)\***

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
--------------------	-------------	----------------------------	--------------------------------------

In the last 10 years no building permits were issued.

**Regulation 51 1 (b) (c)**

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations .....	<b>Not Applicable</b>
Details of any current notice or order issued by the relevant building surveyor under the Act .....	<b>No</b>

*(Please consult with Owner for copy of Building Notice where applicable)*

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit [www.whittlesea.vic.gov.au/pools](http://www.whittlesea.vic.gov.au/pools).

Yours sincerely

**BUILDING & PLANNING  
 CITY OF WHITTLESEA**

**Council Offices**  
 25 Ferres Boulevard  
 South Morang VIC 3752  
 Locked Bag 1  
 Bundoora MDC VIC 3083  
 ABN 72 431 091 058

**Tel** 03 9217 2170  
**Fax** 03 9217 2111  
**TTY** 133 677 (ask for 9217 2170)  
**Email** [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)  
[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

 **Free Telephone Interpreter Service**

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879



**BEFORE YOU BUY**

**BEFORE YOU BUILD**

# Owner Builder Warranty Inspection Report (137B)

Inspection Date: Mon, 16 Mar 2026

Property Address: 3 Raimeno Street Lalor



## Contents

	The Parties
<b>Section A</b>	Results of inspection - summary
<b>Section B</b>	General
<b>Section C</b>	Accessibility
<b>Section D</b>	Significant Items
<b>Section E</b>	Additional comments
<b>Section F</b>	Annexures to this report
	Definitions to help you better understand this report
	Terms on which this report was prepared
	Special conditions or instructions

If you have any queries with this report or require further information, please do not hesitate to contact the person who carried out the inspection.

This Report has been prepared in accordance with the pre-inspection agreement in place between the parties set out below, which set out the purpose and scope of the inspection, and the significant items that will be reported on.

This Report reflects the opinion of the inspector based on the documents that have been provided.

This Report should be read in its entirety and in the context of the agreed scope of Services. If there is a discrepancy between the summary findings and the body of the Report, the body of the Report will prevail.

We recommend that you should promptly implement any recommendation or advice in this Report, including recommendations of further inspections by another specialist.

If you have any queries with this Report or require further information, please do not hesitate to contact the person who carried out the inspection.

This Report contains reference to material that is the copyright of Standards Australia reproduced under agreement with SAI Global to Jim's Building Inspections (Australia).

Original Inspection Date Mon, 16 Mar 2026

Modified Date Tue, 17 Mar 2026

## The Parties

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Name of the Client: Ghana Moussa

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Name of the Principal(If Applicable):

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Job Address: 3 Raimeno Street Lalor

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Client's Email Address:

---

Client's Phone Number:

---

Consultant: Morris Terzo Ph: 0491 279 368  
Email: Macleod@jimbuildinginspections.com.au

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DBU 42064  
PE 0001880

---

Company Name: Jim's Building Inspections (Macleod)

---

Company Address and Postcode: Macleod 3085

---

Company Email: Macleod@jimbuildinginspections.com.au

---

Company Contact Numbers: 0491 279 368

## Special conditions or instructions

A report may be conditional on information provided by the person, agents or employees of the person requesting the report, apparent concealment of possible defects and a range of other factors

The following apply: This inspection was a non-invasive visual inspection only and hence, it was not possible to fully determine the method of construction of the extension nor waterproofing of the wet

areas, however these works appear to have been done satisfactorily.

INFORMATION ONLY

## Section A Results of Inspection - summary

A summary of your inspection is outlined below; please also refer to the Report.

	Found	Not Found
<b>Safety Hazard</b>		✓
<b>Defect</b>	✓	
<b>Incomplete Works</b>		✓
<b>Recycled Building Materials</b>		✓
<b>Overall Condition</b>		

In summary, the building, compared to others of similar age and construction is in the condition documented in this report.

INFORMATION ONLY

## Section B General

### General description of the property

Building Type	Residential
Company or Strata title	Unknown
Floor	Slab on ground
Furnished	Furnished
Occupied	Occupied
No. of bedrooms	Not Applicable
Orientation	East
Other Building Elements	N/A
Other Timber Bldg Elements	N/A
Roof	Coated Metal, Flat
Storeys	Single
Walls	Coated Metal Sheeting
Weather	Fine

## Section C Accessibility

### Areas Inspected

The following areas were inspected. Only areas in which the Owner Builder undertook works are included in the scope of inspection.

As documented in your Pre-Inspection Agreement, obstructions and limitations to the accessible areas for inspection are:

- Exterior
- Interior

The inspection excludes areas which are affected by obstructions or where access is limited or unsafe. We do not move obstructions and building defects may not be obvious unless obstructions or unsafe conditions are removed to provide access.

### Inaccessible Areas

The following areas were inaccessible:

- Roof Exterior - Part

Inaccessible areas present a high risk for undetected building defects, incomplete works and potentially a lower risk for undetected use of second hand building materials. The client is strongly advised to make these areas accessible wherever possible for re-inspection.

### Obstructions and Limitations

Building defects, incomplete works and the use of second hand or recycled building materials may be concealed by the following obstructions which prevented full inspection:

- Above safe working height
- Appliances and equipment
- Areas of skillion or flat roof - no access
- Ceiling linings
- External finished ground level
- Fixed Furniture - Built-in Cabinetry
- Furniture
- Overhanging vegetation
- Stored items
- Vegetation
- Wall linings

Obstructions increase the risk of undetected building defects, incomplete works and the use of second hand building materials. The client should make arrangement to remove obstructions wherever possible and arrange to re-inspect these areas urgently.

### Undetected defect risk

A risk rating is provided to help you understand the degree to which accessibility issues and the presence of obstructions have limited the scope of the inspection

The risk of undetected defects is: - **Medium**

When the risk of undetected defects is medium or high we strongly recommend further inspection once access is provided or if the obstruction can be removed. Contact us for further advice

INFORMATION ONLY

## Section D Significant Items

### Safety Hazard

No evidence was found

### Defect

#### Defects 2.01

Building: Building 1

Location: Garage

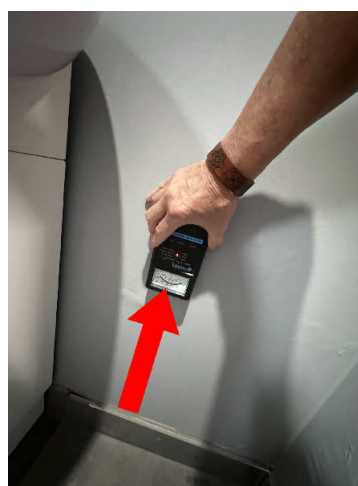
Finding: Ceilings & Walls - Water stained

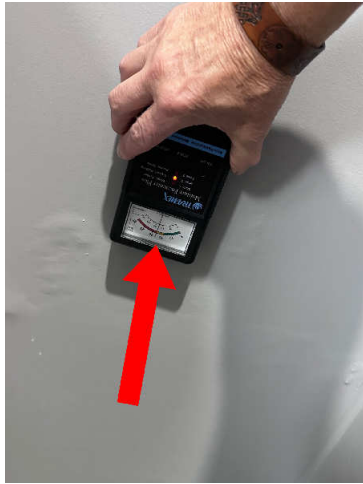
Information: Water staining to sections of the ceilings & walls in this area was evident at the time of inspection. Water staining indicates that surfaces have been exposed to excessive moisture over time. The minerals and other elements in the water lead to staining, which may graduate to corrosion and deterioration if left unmanaged.

While mostly an appearance defect, water staining can be indicative of more serious defects, which may be currently concealed by ceiling & wall linings.

Where water staining is active, a licensed plumber must be consulted to identify the cause of the staining and to provide advice on any repair work that may be required. Replacement of any broken or damaged structures is advised.

Conversely, where water staining is old and inactive, affected building materials may be repaired or replaced at client discretion.





**Defects 2.02**

Building: Building 1  
Location: Garage

Finding: Sealant and grouting - Missing or damaged

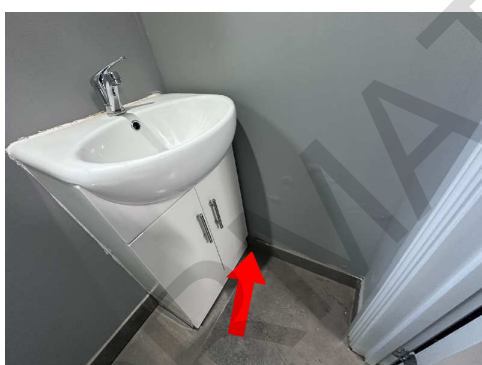
Information: It was noted on inspection that sealant or grout is degraded to the tiled shower alcove and or other areas of the bathroom and kitchen.

Different materials and floor areas move at different rates, generally causing cracking to grout or sealant at this point. A flexible sealant is required to allow for expected expansion and contraction, while keeping the joint water tight and protective of all associated building materials.

There appears to be excessive mould to the sealant and grout which will likely require scraping out and replacement.

Flexible and mould resistant materials should be applied to affected areas to prevent any subsequent water damage that is likely to occur. Regular maintenance and replacement of damage or missing or damaged sealant and grout is highly recommended to the wet areas, as this is a regular wear and tear defect. Sealant and grouting in areas that come into regular contact with water should be maintained for the long term care of your property.

A sealant specialist or tiling contractor should be appointed to complete these works as soon as possible





### Defects 2.03

Building: Building 1  
Location: Garage  
Finding: Cracking - Damage Category 2 - Noticeable (up to 5mm)

## Information:

Noticeable cracks are a common occurrence as a result of many primary defects. Such causes may include age, general wear and tear, expected building movement, general expansion/contraction of building materials in different weather conditions, and/or minor failings in the installation or application of building materials.

Noticeable cracks may result in minor sticking or jamming of associated doors and windows, which require easement. However, noticeable cracks are easily filled and repaired. A plasterer can be consulted to install an expansion joint at this point to allow for this movement during different weather conditions.

Monitoring of all cracking should be conducted frequently. Always contact a building inspector should cracks widen, lengthen, or become more numerous. Additionally, your building inspector should also be contacted if associated building elements such as doors and windows become more difficult to operate over time.

Relevant tradespeople, such as carpenters, painters and plasterers, should be appointed to perform remedial works, as deemed necessary.

**Defects 2.04**

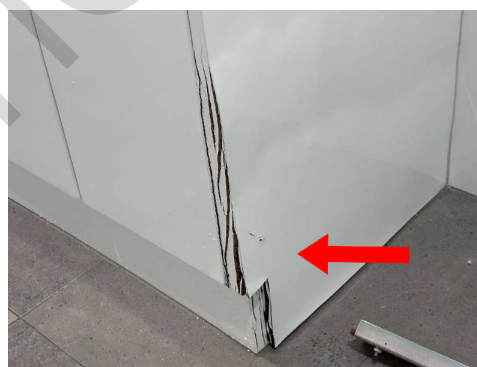
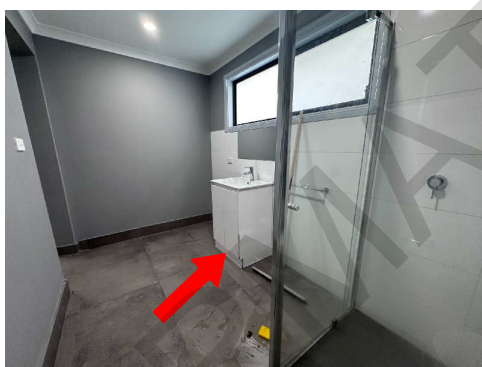
Building:	Building 1
Location:	Garage
Finding:	Building element - Swollen

## Information:

Swollen building elements generally indicate that the building materials have been affected by excessive moisture over a prolonged period of time, and have swollen as a result. The formation and development of mould/fungi or mildew is also a likely consequence of excessive moisture, which may pose major respiratory issues for occupants, particularly the elderly, the very young and those with existing illnesses and could be potential health safety hazards. In these cases an appropriately qualified inspector/tester should also be contacted for advice and/or technical assistance.

The structural integrity of swollen building elements can not be guaranteed, and further damage is likely to develop if left unmanaged. Excessive moisture is likely to lead to the development of secondary damage to any associated building elements, which may necessitate major reparation works if prolonged.

Rectification of the cause of the water leak should be addressed prior to any remedial works to the swollen building elements. A licensed plumber should be appointed immediately to identify the cause of the leak and provide advice on remedial works as necessary, Repair and/or replacement of swollen building elements should be conducted as a matter of urgency by a registered builder or qualified carpenter.





### Defects 2.05

Building: Building 1

Location: Garage

Finding: Stormwater drain - Not connected

Information: The roof plumbing is not adequately connected to stormwater drainage on the site. This disconnection negatively impacts the functional capacity of the roof plumbing.

Where roof plumbing doesn't drain adequately, the area at the base perimeter can become excessively damp, potentially creating an environment that is susceptible to rust and corrosion of surrounding building elements, as well as attracting termites and other pests.

It is highly recommended that a plumber be appointed to further inspect the area and to install adequate drainage equipment where necessary.



### Defects 2.06

Building: Building 1

Location: Garage

Finding: Wall cladding - open joints

Information: Open joints in the wall cladding were identified this is considered to be a defect under Standards and Tolerances.



### **Incomplete Works**

No evidence was found

### **Recycled Building Materials**

No evidence was found

## Section D Significant Items

### D4 Further Inspections

We advise that you seek additional specialist inspections from a qualified and, where appropriate, licensed

- As identified in summary and defect statements

Jim's Building Inspections can put you in contact with qualified and licensed providers of these and other trades services. Please contact your inspector for recommendations, or visit [www.jims.net](http://www.jims.net).

### D5 Conclusion - Assessment of overall condition of property

This section 137b owner builder defect report was commissioned by the owner Ghana Moussa. The owner has confirmed that the following building works were carried as an owner builder. No building permit documentation was provided.

2023

- Extension to garage and conversion into a graany flat

These works appear to be in reasonable condition apart from the defects listed.

Mauro (Morris) Terzo DB-U 42064, PE 0001880

For further information, advice and clarification please contact Morris Terzo on 0491 279 368

## The following items were noted as -Good Condition

### Noted Item

Building:	Building 1
Location:	Garage
Finding:	Extension of garage and conversion into a granny flat - No works required
Information:	No remedial works are required at the current time. All building elements, structures and materials have been assessed and are compliant with current Building Code of Australia (BCA) Standards and Tolerances. Works have been completed to an acceptable level and do not pose any defects at the time of inspection.





INFORMATION ONLY

## Definitions to help you better understand this report

Access hole (cover)	An opening in flooring or ceiling or other parts of a structure (such as service hatch, removable panel) to allow for entry to carry out an inspection, maintenance or repair.
Accessible area	An area of the site where sufficient, safe and reasonable access is available to allow inspection within the scope of the inspection.
Appearance defect	Fault or deviation from the intended appearance of a building element.
Asbestos	Asbestos means the asbestiform varieties of mineral silicates belonging to the serpentine or amphibole groups of rock-forming minerals including the following: (a) actinolite asbestos (b) grunerite (or amosite) asbestos (brown) (c) anthophyllite asbestos (d) chrysotile asbestos (white) (e) crocidolite asbestos (blue) (f) tremolite asbestos (g) a mixture that contains 1 or more of the minerals referred to in paragraphs (a) to (f).
Building and Site	The main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees, tree stumps and timber embedded in soil) and the land within the property boundaries up to a distance of 50 metres from the main building(s).
Building element	A portion of a building that, by itself or in combination with other such parts, fulfils a characteristic function NOTE: For example supporting, enclosing, furnishing or servicing building space.
Client	The person or other entity for whom the inspection is being carried out.
Defect	Fault or deviation from the intended condition of a material, assembly, or component.
Inspection	Close and careful scrutiny of a building carried out without dismantling, in order to arrive at a reliable conclusion as to the condition of the building.
Inspector	Person or organisation responsible for carrying out the inspection.
Limitation	Any factor that prevents full or proper inspection of the building.
Major defect	A defect of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

Minor defect	A defect other than a major defect.
Owner Builder	<p>The definition of an owner builder is subject to some state-based variation. Please check the Building Commission or Authority website of your state for definitive classifications.</p> <p>Generally an owner builder is someone who undertakes any work including supervision and coordination involved in the construction, alteration, repair, additions or renovations of a dwelling and associated infrastructure (garages, pools etc) where the market cost exceeds a minimum value (check your state based regulations), which relates to a single or dual occupancy dwelling and that requires planning and or building permits under state regulations.</p>
Proper and Tradesmanlike Workmanship (Aust)	As defined in the Guide to Standards and Tolerances in your state.
Readily Accessible Areas	<p>Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces or subfloors where the minimum area of accessibility is not less than 400 mm high by 500 mm wide for manholes, and crawl space access is not less than 600 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes: (a) accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e. 400 mm high by 600 mm wide) and (b) areas at the eaves of accessible roof spaces, that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).</p>
Roof space/Roof void	Space between the roof covering and the ceiling immediately below the roof covering.
Serviceability defect	Fault or deviation from the intended serviceability performance of a building element.
Significant item	An item that is to be reported in accordance with the scope of the inspection.
Structural defect	Fault or deviation from the intended structural performance of a building element.
Structural element	Physically distinguishable part of a structure NOTE: For example wall, columns, beam, connection.
Subfloor space	Space between the underside of a suspended floor and the ground.
Urgent and Serious Safety Hazards	Building elements or situations that present a current or immediate potential threat of injury or disease to persons.

## Terms on which this report was prepared

This report is based on the condition of the property at the time of inspection. We strongly recommend re-inspection 30 days after this report is issued as the general condition of the property is likely to have changed, including the extent of defects described and instance of potential undetected defects.

This report has been prepared in accordance with and subject to the pre-inspection agreement in place between the parties, which forms part of this Report.

*This Report is prepared for the client identified above and may not be relied on by any other person without our express permission or by the purchase of this Report on our website.*

SPECIAL ATTENTION SHOULD BE GIVEN TO THE SCOPE, LIMITATIONS AND EXCLUSIONS IN YOUR PRE-INSPECTION AGREEMENT AND THIS REPORT

Any of the exclusions or limitations identified for this Report may be the subject of a special-purpose inspection which we recommend being undertaken by an appropriately qualified inspector

### RELIANCE AND DISCLOSURE

This report has been prepared based on conditions at the time of the report.

We own the copyright in this report and may make it available to third parties.

If your Property is in the Australian Capital Territory, you acknowledge we will make certain information about this Report available to the ACT Government for inclusion in the building and pest inspections public register if required under the *Civil Law (Sale of Residential Property) Act 2003*. This will include the fact the report has been prepared, the Property street address, date of the inspection, the name of the person who prepared the report and (if applicable) the entity that employs them.

### UNDETECTED DEFECT RISK RATING

If this Report has identified a medium or high-risk rating for undetected defects, we strongly recommend a further inspection of areas that were inaccessible. This may include an invasive inspection that requires the removal or cutting of walls, floors or ceilings.

*If the Property has been vacant for a period of time, moisture levels or leaks may not be detectable at the time of the inspection because often only frequent use of water pipes (showers, taps etc) result in a leak being identifiable. We advise further testing on pipes and water susceptible areas (such as the bathroom and laundry) after more frequent use has occurred.*

### IMPORTANT SAFETY INFORMATION:

**This is not a report by a licensed plumber or electrician.** We recommend a special-purpose report to detect substandard or illegal plumbing and electrical work at the Property

**This is not a smoke alarm report.** We recommend all existing detectors in the Property be tested and advice sought as to the suitability of number, placement and operation.

**This is not a pest report.** As termites are widespread throughout mainland Australia we recommend annual timber pest inspections.

**This is not an asbestos report.** There are potential products in the Property containing asbestos that will not be identified in this report. In order to accurately identify asbestos, we recommend performing an asbestos inspection, particularly for buildings built prior to 1988.

**This is not a report on safety glass.** Glazing in older homes may not reflect current standards and may cause significant injury if damaged. Exercise caution around the glass in older homes.

**This is not a report on window opening restrictions.** We have not inspected window opening restrictors. Window openings in older buildings may not reflect current standards and can be a potential risk. Window opening restrictors are advised for all second story or above windows with sill heights below 900mm. Some states make this a mandatory requirement. Owners should enquire of their local and state requirements to ensure compliance.

**This is not a report on pool safety.** If a swimming pool is present it should be the subject to a special purpose pool inspection.

**External Timber Structures - Balcony and Decks.** It is strongly recommended that a Structural Engineer is required to assess distributed load capacity of external timber structures such as balconies and decks, alerting users of the load capacity. Regular maintenance and inspections by competent practitioners to assess the ongoing durability of exposed external timber structures are needed.

**This is not a Group Titled Property Report as per AS4349.2.** If you require a report for a Group Titled Property as per this standard, please seek a separate inspection for Group Titled Properties.

## MOISTURE

The identification of moisture, dampness or the evidence of water penetration is dependent on the weather conditions at the time an inspection. The absence of dampness identified in this Report does not necessarily mean the Property will not experience some damp problems in other weather conditions or that roofs, walls or wet areas are watertight.

Where the evidence of water penetration is identified we recommend detailed investigation of waterproofing in the surrounding area monitoring of the affected area over a period of time to fully detect and assess the cause of dampness.

## MAINTENANCE OF THE PROPERTY

This Report is not a warranty or an insurance policy against problems developing with the Property in the future. Accordingly, a preventative maintenance program should be implemented which includes systematic inspections, detection and prevention of issues. Please contact the inspector who carried out this inspection for further advice.

## NO CERTIFICATION

- a) The Property has been compared to others of a similar age, construction type and method that had an acceptable level of basic maintenance completed.

- b) We don't advise you about title, ownership or other legal matters like easements, restrictions, covenants and planning laws. None of our inspections constitutes approval by a Building Surveyor, a certificate of occupancy or compliance with any law, regulation or standard, including any comment on whether the Property complies with current Australian Standards, Building Regulations or other legislative requirements.

### **RECTIFICATION COSTS**

We don't provide advice on the costs of rectification or repair unless specifically identified in the scope of the Report. Any cost advice provided verbally or in this report must be taken as of a general nature and is not to be relied on. Actual costs depend on the quality of materials, the standard of work, what price a contractor is prepared to do the work for and may be contingent on approvals, delays and unknown factors associated with third parties. No liability is accepted for costing advice.

INFORMATION ONLY