

Contract of Sale

Michael Lewis Zammit and Rachel Anne Zammit

4 Ibis Court

PATTERSON LAKES VIC 3197



SILVERTHORN
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Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **4 IBIS COURT, PATTERSON LAKES VIC 3197**

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that, prior to signing this contract, they have received -

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties -

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:

..... on/...../2026

Print names(s) of person(s) signing:

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2026

Print name(s) of person(s) signing: **MICHAEL LEWIS ZAMMIT AND RACHEL ANNE ZAMMIT**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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 or within 3 clear business days **before or after** a publicly advertised auction;
- 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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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.

Particulars of sale

Vendor's estate agent

Name:	Obrien Real Estate Chelsea			
Address:	463 Nepean Highway, Chelsea VIC 3196			
Email:	Ashley.Patane@obrienrealestate.com.au			
Tel:	03 9772 7077	Mob: 0417 686 519	Fax: 03 9772 0198	Ref: Ashley Patane

Vendor

Name:	Michael Lewis Zammit and Rachel Anne Zammit
Address:	

Vendor's legal practitioner or conveyancer

Name:	SILVERTHORN CONVEYANCING			
Address:	Suite 2, 5 Cook Drive, Pakenham VIC 3810			
Email:	janet@silverthornconveyancing.com.au			
Tel:	(03) 5940 5802	Mob:	Fax: 03 8732 0235	Ref: JW:RK:2613377

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:				
Address:				
Email:				
Tel:		Mob:	Fax:	Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	09357	Folio 593	101
			123054

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: 4 Ibis Court, Patterson Lakes VIC 3197

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

All fixtures and fittings, all permanent floor coverings, window furnishings as inspected.

Note: The Floating Dock does NOT form part of the Sale.

Payment (general condition 11)

Price \$

Deposit \$ by (of which \$ has been paid)

Balance \$ payable at settlement

GST (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box

Settlement (general condition 10)

is due on

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

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

Lease (general condition 1.1)

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

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

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

☐ *residential tenancy agreement for a fixed term ending

OR

☐ *periodic residential tenancy agreement determinable by notice

OR

☐ *lease for a term ending with options to renew, each of years

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount:

Approval date:

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

Special Conditions

Building Report

☐ Special Condition 21 applies only if the box is checked

Pest Report

☐ Special Condition 22 applies only if the box is checked

Special Conditions

1. Acceptance of title

General condition 12.4 is added:

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

2. Electronic Conveyancing

EC

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

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

- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. General Conditions

The General Conditions are varied as follows:

- (a) In General Condition 1.1(b) the words "exceptions and conditions" are inserted in after the word "reservations"

4. Auction Conditions

If the property is offered for sale by Auction, it is subject to the Vendor's reserve price. The rules for the conduct of the Auctions shall be as set out in Schedule 1 of the Sale of Land Regulations, 2005, or any rules prescribed by regulation which modify or replace those rules.

5. Guarantee

If the purchaser of the property is a corporation not listed on an Australian stock exchange the person who executes this contract for and on behalf of the purchaser or attests the affixing of its common seal must also execute the attached guarantee and indemnity

6. Identity of Property

The purchaser admits that the property as offered for sale and inspected by the purchaser is identical with that described in the title particulars set out in the particulars of sale. The purchaser must not make any requisition for any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend title or to meet any cost of doing so.

7. Restriction

- 7.1 The purchaser acknowledges that by enquiry of the appropriate authorities, it has satisfied itself as to the zoning and planning restrictions (including all planning approvals, permits and consents) on and in respect of the land sold and the use to which the land may be put and the development thereof.
- 7.2 The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by law made by any authority empowered by any legislation to control the use of land. No such restriction constitutes a defect in the vendor's title or affects the validity of this contract. The purchaser must not make any requisition or objection and is not entitled to any compensation from the vendor in respect of any such restriction.
- 7.3 The purchaser shall assume liability for compliance with any notices or orders relation to the property (other than those referring to the apportionable outgoings) which are made or issued on or after the date of sale and the purchaser shall assume liability arising there from indemnify the vendor against such liability. This Special Condition shall not merge upon settlement and shall ensure for the benefit of the Vendor.

8. Use of the land

The purchaser acknowledges that the vendor gives no warranty as to the use to which the land sold may be put if the use is permissible only with the consent of any authority under or in pursuance of any statute, ordinance, regulations, by law, town planning scheme or interim development order or other enactment or order of the Court the purchaser shall obtain such consent at the purchaser's own expense.

9. Interest in default

General Condition 26 does not apply to this Contract if the purchaser defaults in payment of any money due under this contract the purchaser must pay to the vendor interest at the rate of 14% per annum on the money overdue during the period of default without any demand and without prejudice to any other rights of the vendor.

10. Default costs charges & expenses

General Conditions 25 & 26 do not apply to this contract. In the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ('the contract') for the payment of the residue as defined in the contract ('the due date'), the vendor will or may suffer the following losses and expenses which the purchaser shall be required to pay to the vendor, in addition to the interest payable in accordance with the terms of the contract:

- 10.1 All costs associated with obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance;
- 10.2 Costs and expenses between the vendor's conveyancer and the vendor;
- 10.3 Penalties payable by the vendor to a third party or any costs incurred through any delay in completion of the vendor's purchase.
- 10.4 A fee for rescheduling settlement on the day of settlement or after set at \$275.00 for each rebooking.
- 10.5 In the event a default notice has been served upon the purchaser all monies due under the terms of the Contract of Sale will immediately become payable to the vendor where the default has been caused by the purchaser and has not been remedied in the specified time (under the terms of the default notice) and the costs and interest have not been paid, then;
- (a) the purchaser and vendor both acknowledge that the Contract of Sale is at an end;
- (b) the deposit up to 10% of the contract price is forfeited to the vendor as their right of entitlement, irrespective of whether the deposit has or has not been paid; and
- (c) the vendor is entitled to immediate re-possession of their property.
- 10.6 In addition to but not limited to other remedies, within one year of the Contract ending, the vendor may either:
- (a) retain the property and sue for damages for breach of contract; or
- (b) put the property back on the market in any manner and recover any shortfall in the price on the re-sale and any resulting expenses by way of liquidated damages; and
- (c) the vendor has the right to keep any part of the purchase price paid until the vendor's damages have been established and may direct that money towards those damages

11. Condition of property

- 11.1 The property and any chattels are sold in their present condition and subject to any defects, fair wear and tear inclusive.
- 11.2 No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.
- 11.3 The purchaser acknowledges that the property may have been filled and shall not make any claims or demands whatsoever on the vendor in regard there to or arising there from.
- 11.4 The purchaser:
- (a) accepts the property:
 - (i) with all existing and future planning, environmental and building controls and approvals; and
 - (ii) in its present condition with all defects and non-compliance with any of those controls or approvals;
 - (b) Acknowledges that the decision to purchase the property was based on the purchaser's own investigation and that no representations were made by or on behalf of the vendor as to the condition of the property or any matters referred to sub-paragraph (b) hereof; and
- Waives any right it might otherwise have to make any requisition or enquiry in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the property.

12. Stamp Duty – Purchasers buying unequal interests

- 12.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ('the proportions').
- 12.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- 12.3 The purchaser's full indemnity the vendor, the vendor's Agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- 12.4 This Special Condition shall not merge on completion.

13. Nomination

General Condition 18 is deleted and replaced by the following:

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

If the Property is expressed as sold to a named purchaser "and/or nominee" or words of similar effect, then:

- 13.1 The party named as purchaser may nominate at least fourteen (14) days prior to settlement date (or such further period as the Vendor permits) a substitute or additional transferee ("nominee") by serving on the vendor a form of nomination executed by the Purchaser and the nominee in such a form and containing such information as the vendor requires; and
- 13.2 Any nomination under must be in writing and executed by the purchaser and the nominee, and must be accompanied by a copy of all relevant statutory declaration(s) made by the nominee for stamp duty purposes.
- 13.3 The purchaser and the nominee agree to be jointly and severally liable for the performance of the obligations of the purchaser under the contract whereby the nominee is substituted for the original purchaser as transferee.
- 13.4 The purchaser and the nominee must fully and truthfully disclose the circumstances of the substitution to the State Revenue Office and hold the vendor indemnified at all times against loss or damage of every description suffered by the vendor or Vendor's conveyancers arising out of failure to make such disclosure.
- 13.5 Where the nominee is a corporation, the provisions of special condition 5 shall apply.
- 13.6 All acts or omissions of the vendor or the purchaser continue to bind the vendor and the nominee respectively and any deposit money paid by the purchaser must be treated by the vendor as deposit money paid by the nominee.

14. Payment of deposit and balance of price

- 14.1 If deposit monies are required to be paid under the terms of the Contract of Sale the purchaser and the vendor both acknowledge that the vendor's legal representative does operate a Licenced Conveyancer's trust account.
- 14.2 The purchaser and vendor acknowledge that the vendor's legal representative may request that any deposit monies paid under the Contract of Sale are to be made payable to the vendor's legal representative trust account as stakeholder.
- 14.3 Notwithstanding General Condition 10.3, if the balance of price is paid to the Vendor or at the Vendor's direction at a time later than 3:00pm on the date settlement is effected then: -
- (a) Settlement will be deemed to have taken place on the following day; and
 - (b) the Vendor will be entitled without demand to claim default interest

15. Cost of cheques

General Condition 11.6 does not apply to this Contract. The Purchaser is to provide up to 6 bank cheques drawn by an authorised deposit-taking institution that are required by the Vendor at settlement, at the Purchaser's expense.

16. Plans and drawings

The Plans and Drawings of the property attached to the Vendor's Statement, if any, are a guide only and the Vendor gives no representation in relation to these drawings or any permits. If the Purchaser chooses to use these drawings, there is no recourse to the Vendor. The Purchaser acknowledges and understands the planning information attached to the Vendor's Statement and is

warned to investigate planning in the relevant planning scheme thoroughly.

17. Adjustments

- 17.1 The Purchaser agrees to provide a copy of all certificates obtained by them to complete any adjustments to the Vendor's representative at the time of submitting the Statement of Adjustments. All Certificates provided by the Purchaser must be valid at the date of Settlement. The Vendor will not be obliged to provide cheque directions until this condition has been complied with.
- 17.2 Adjustment must be prepared on behalf of the Purchaser by the Purchasers Representative and provided to the Vendors Representative no less than 3 days prior to Settlement. Any failure to do so will result in the Purchasers requirement to apply an Administration Fee in the Statement of Adjustments to the Vendors Representative for the sum of \$220.00 for the delay.
- 17.3 For the purposes of General Condition 15, "Periodic Outgoings" does not apply to any amounts to which Section 10G (Land Tax) and/or Section 10H (Windfall Tax) of the *Sale of Land Act, 1962* applies.

18. Entire Agreement

This contract sets out all the terms of this sale. Any promise, condition, representation or warranty which may have been made by the Vendor or by any person on behalf of the Vendor and which is not set out in this contract is negated and withdrawn. The Purchaser acknowledges that there is no other contract agreement or collateral warranty subsisting at the time of signing this contract. This condition operates for the benefit of the Vendor and the Vendor's estate agent and their respective employees, agents and contractors.

19. FIRB Approval

The Purchaser warrants to the Vendor that either:

- (a) The Purchaser is an Australian resident, or
- (b) The Purchaser has approval from the Treasurer of the Commonwealth of Australia to purchase the property.

20. Foreign Resident Capital Gains Withholding

- 20.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act, 1953* (Cth) have the same meaning in this Special Condition unless the context requires otherwise.
- 20.2 Every Vendor under this contract is a foreign resident for the purposes of this Special Condition unless the Vendor Gives the Purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act, 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 20.3 This Special Condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with Section 14-200(3) or Section 14-234 of Schedule 1 to the *Taxation Administration Act, 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act, 1953*(Cth)
- 20.4 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.
- 20.5 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 in this Special Condition; and
 - (b) ensure that the representative does so.
- 20.6 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 Special Condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment: and
 - (c) otherwise comply, or ensure compliance with, this Special Condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 20.7 The representative is taken to have complied with the obligations in Special Condition 20.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 20.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act, 1953*(Cth) must be given to the purchaser at least 5 business days before the due date of settlement.
- 20.9 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 of the *Taxation Administration Act, 1953*(Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 20.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

21. Building Inspection

The Sale is subject to the Purchaser obtaining a written building report within 7 days of the Vendor signing this Contract by a Registered Building Inspector. If the report states the phrase "Major Structural Defect" in the context of the said inspection the Purchaser may end this Contract, but only if the Purchaser serves written notice on the Vendor together with a copy of the report within 7 days of the Vendor signing this Contract. All monies shall be immediately refunded to the Purchaser if the Contract is ended pursuant to this Special Condition.

22. Pest Inspection

This Sale is subject to the Purchaser obtaining a written pest report within 7 days of the Vendor signing this Contract. If the report expressly states the phrase "Major Pest Infestation" in the context of the said inspection the Purchaser may end this Contract, only if the Purchaser serves written notice on the Vendor together with a copy of the report within 7 days of the Vendor signing this Contract. All monies shall be immediately refunded to the Purchaser if the Contract is ended pursuant to this Special Condition.

23. Improvements on the Property and Compliance with Building Regulations

- 23.1 Any improvements on the property, including but not limited to, any buildings, alterations or additions, swimming pool or spa as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or in relation to compliance with the Building Act 1993, Victorian Building Regulations, municipal by-laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed including the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities.
- 23.2 In respect to any improvements in accordance with Special Condition 23.1, any failure to comply with any one or more of those laws (or their statutory successors) shall not and shall be deemed not to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.

24. Loan

General Condition 14 of the Contract of Sale is updated to include the below;

14.2

- (e) the Purchaser must supply a copy of the Financial Institution Formal Decline Letter.

General Conditions

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

Title

1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use 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.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
 - (a) the personal property is of a kind that may 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act* 1958.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act* 1959 (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

- 17.1 Any document sent by—
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

20. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

21. NOTICES

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

22. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

23. TERMS CONTRACT

23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

- (b) any interest due under this contract as a result of the breach.

Default

26. INTEREST

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

27. DEFAULT NOTICE

27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

Guarantee

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the purchaser (if not the same person) and be each Director of the purchaser (if the purchaser is a Corporation):

I/We, _____ of _____
and _____ of _____

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named vendor selling to the within-named purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein DO HEREBY 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 or residue of purchase money or interest or any other moneys payable by the purchaser(s) to the vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed by the purchaser(s) I/we will forthwith on demand by the vendor pay to the vendor the whole of the deposit money, residue or purchase money, interest or other moneys which shall be due and payable to the vendor and hereby indemnify and agree to keep the vendor indemnified against all loss of deposit money, residue or 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(s). This Guarantee is a continuing Guarantee and Indemnity and shall not be released or the Guarantors liability diminished 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(s) 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 us, our executors or administrators or diminishing our liability.

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

SIGNED SEALED AND DELIVERED by the said _____)
_____)
_____)

In the presence of

..... witness

SIGNED SEALED AND DELIVERED by the said _____)
_____)
_____)

In the presence of

..... witness

DATED

2026

MICHAEL LEWIS ZAMMIT AND RACHEL ANNE ZAMMIT

to

CONTRACT OF SALE OF REAL ESTATE

Property: 4 Ibis Court, Patterson Lakes VIC

**Silverthorn Conveyancing
Suite 2, 5 Cook Drive, Pakenham VIC 3810
PO Box 2022
PAKENHAM VIC 3810
Tel: 03 5940 5802
Ref: JW:RK:2613377**

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.

Land	4 IBIS COURT, PATTERSON LAKES VIC 3197	
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Vendor's name	Michael Lewis Zammit	Date
Vendor's signature		12/08/2026

Vendor's name	Rachel Anne Zammit	Date
Vendor's signature		12/08/2026

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)

(a) ☒ Their total does not exceed:

\$ 5,500.00

OR

(b) ☐ Are contained in the attached certificate/s.

1.2 Sale Subject to Mortgage

This section 1.2 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

1.3 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?	☐ YES ☐ 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 ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

☒ Is in the attached copies of title document/s

OR

☐ Is as follows:

(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 regulations made under the *Building Act 1993* if the square box is marked with an 'X'

☐

3.1 Planning Scheme

☒ Attached is a certificate with the required specified information.

OR

☐ The required specified information is as follows:

(a) Name of planning scheme

(b) Name of responsible authority

(c) Zoning of the land

(d) Name of planning overlay

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:

☐ Are contained in the attached certificates and/or statements

OR

☒ Are as follows

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:

Not applicable

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:

Not applicable

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):

☒ Are contained in the attached certificate

OR

☐ Are as follows:

--

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. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒
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8. TITLE

Attached are copies of the following documents:

8.1 ☒ (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.

9. SUBDIVISION

10.1 **Unregistered Subdivision**

This section only applies if the land is subject to a subdivision which is not registered.

Not applicable

11. 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.)

As attached

12. ATTACHMENTS

Title Search – Volume 09357 Folio 593
Lodged Plan - 123054
Vicplan Property Planning Report
Kingston City Council Land Information Certificate
South East Water Information Statement
Building Permit
Certificate of Final Inspection
Builders Warranty Insurance
Pool & Spa Barrier Compliance Certificate
Vic Roads Certificate
Notice to Purchaser
Due Diligence Checklist

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

Page 1 of 1

VOLUME 09357 FOLIO 593

Security no : 124136756985G
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LAND DESCRIPTION

Lot 101 on Plan of Subdivision 123054.
PARENT TITLES :
Volume 08889 Folio 683 to Volume 08889 Folio 685
Volume 08991 Folio 119
Created by instrument LP123054 19/12/1979

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MICHAEL LEWIS ZAMMIT
RACHEL ANNE ZAMMIT both of 4 IBIS COURT PATTERSON LAKES VIC 3197
AF539265R 18/12/2007

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT011777K 21/02/2020
SUNCORP-METWAY LTD

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 LP123054 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: 4 IBIS COURT PATTERSON LAKES VIC 3197

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 21/02/2020

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	LP123054
Number of Pages (excluding this cover sheet)	3
Document Assembled	20/07/2026 12:45

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

PLAN OF SUBDIVISION

EDITION 3

LP 123054

Location of Land

Parish: LYNDHURST
Crown Allotment: 92 & 100

Appropriations

- E-1 Way, Drainage & Sewerage
- E-2 Drainage & Sewerage
- E-3 Drainage & Sewerage
- E-4 Drainage & Sewerage, Water Supply, Gas, Telephone & Electricity Supply
- E-5 Drainage & Sewerage
- E-6 Drainage & Sewerage and Electricity Supply Purposes
- E-7 Electricity Supply
- R1 Way, Drainage & Sewerage

Encumbrances

- E-3 Electricity Supply, Vide LP 118648
- E-9 Electricity Supply, Vide LP 118648

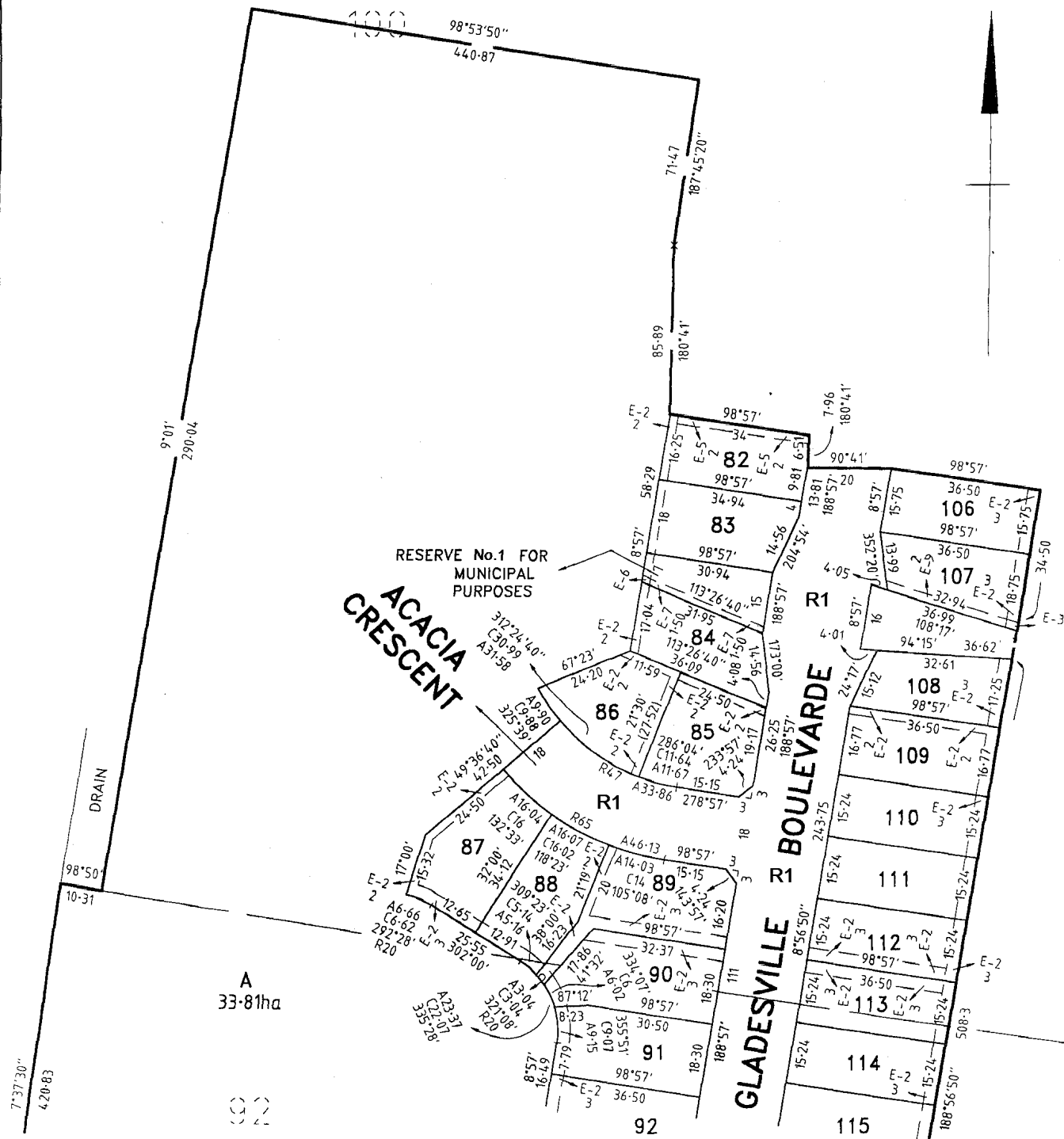
Notations

Lot A is not to scale
Lots 1 to 81 are omitted from this plan
Tangent points are shown thus 

PLAN APPROVED
DATE 23/10/1979

LTO Base Record:

Title Reference: VOL 8991 FOL 119
VOL 8889 FOL 685
VOL 8889 FOL 684
VOL 8889 FOL 683



WBCM group

The WBCM Group has prepared this Plan for Land Titles Office diagram purposes

SEE SHEET 2

ORIGINAL

SCALE
1:1000

SHEET
SIZE
A3

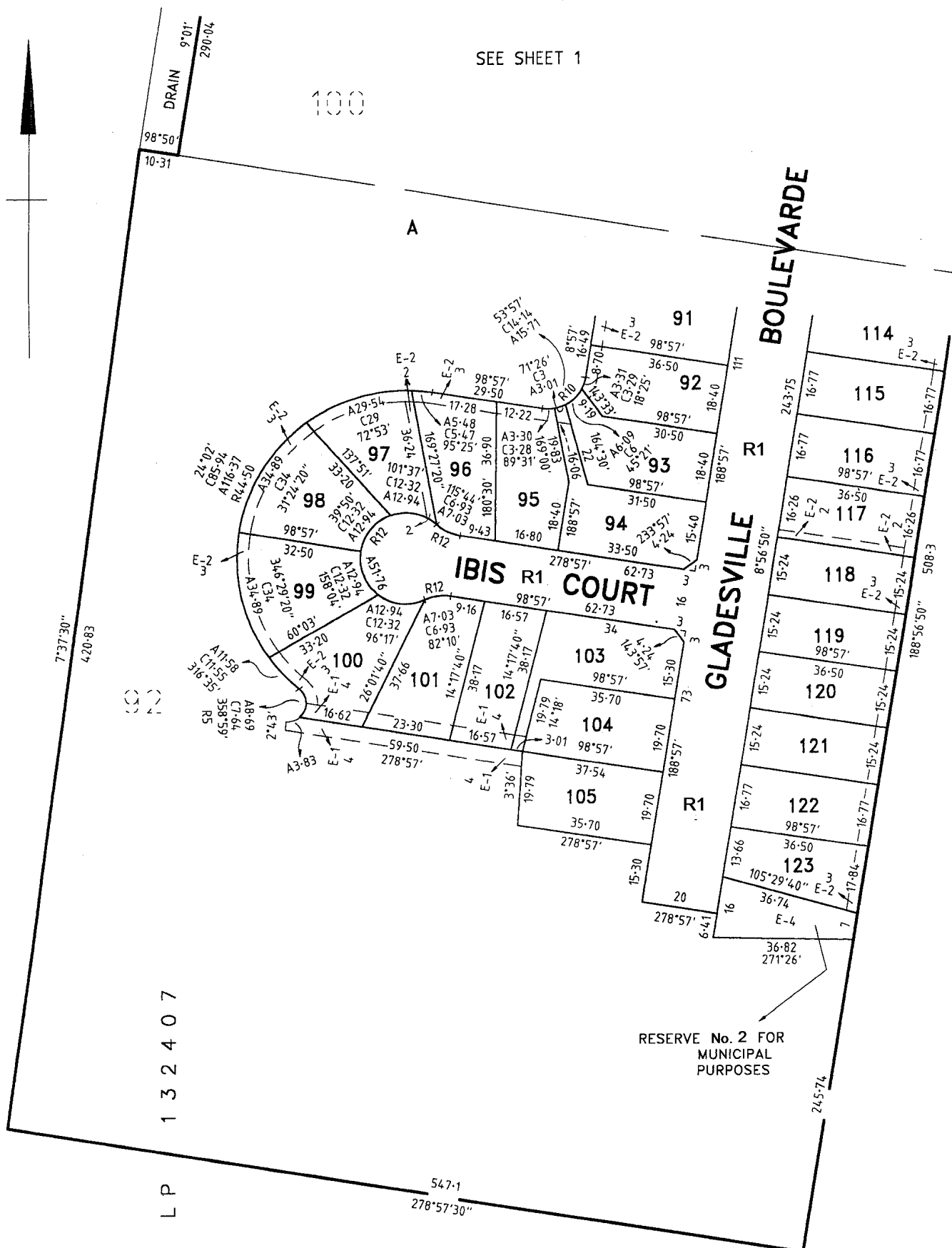
Sheet 1 of 2 sheets

SCALE
10 0 20 40
LENGTHS ARE IN METRES

PLAN OF SUBDIVISION

LP 123054

SEE SHEET 1



WBCM group

The WBCM Group has prepared this Plan for Land Titles Office diagram purposes

ORIGINAL		Sheet 2 of 2 sheets	
SCALE	SHEET SIZE	SCALE	
1:1000	A3	10	0 20 40
LENGTHS ARE IN METRES			

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

LP123054

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

[illegible]

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 20 July 2026 12:47 PM

PROPERTY DETAILS

Address: **4 IBIS COURT PATTERSON LAKES 3197**
Lot and Plan Number: **Lot 101 LP123054**
Standard Parcel Identifier (SPI): **101\LP123054**
Local Government Area (Council): **KINGSTON**
Council Property Number: **443740**
Planning Scheme: **Kingston**
Directory Reference: **Melway 97 H8**

www.kingston.vic.gov.au

[Planning Scheme - Kingston](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

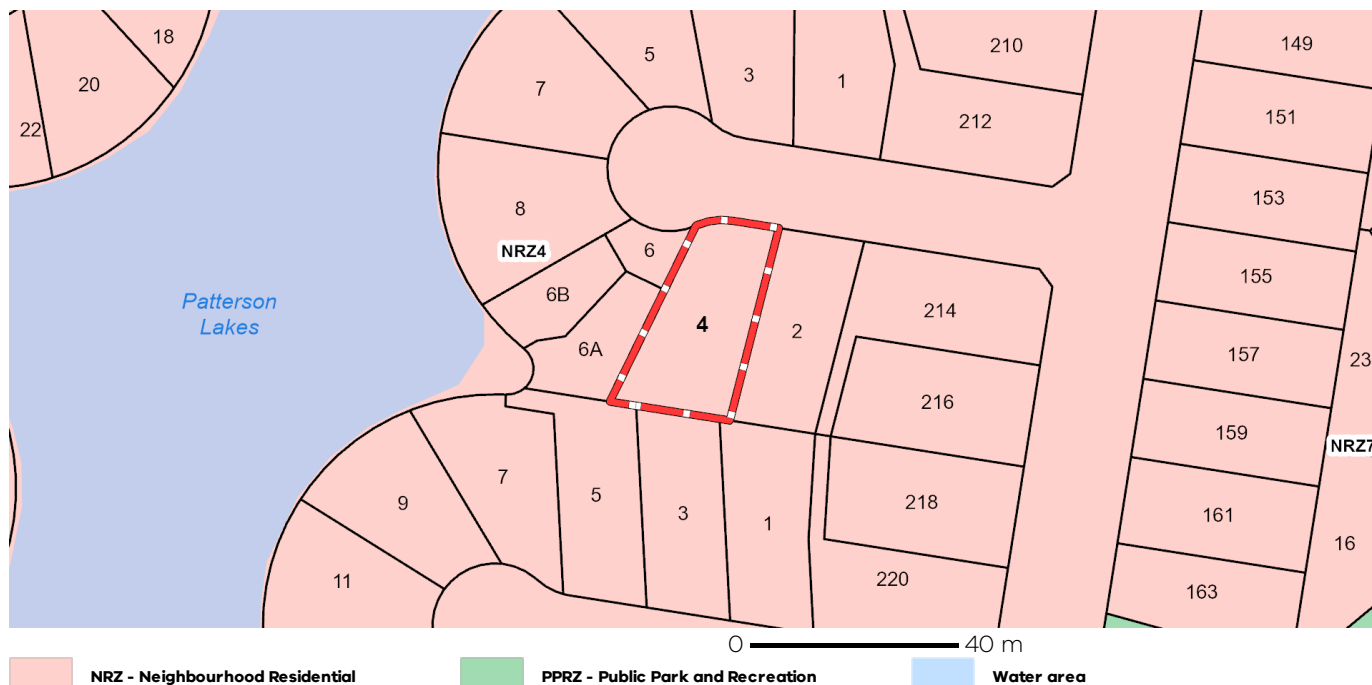
Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **CARRUM**
OTHER
Registered Aboriginal Party: **Bunurong Land Council**
Aboriginal Corporation
Fire Authority: **Fire Rescue Victoria & Country**
Fire Authority

[View location in VicPlan](#)

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 4 \(NRZ4\)](#)



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

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Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)



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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

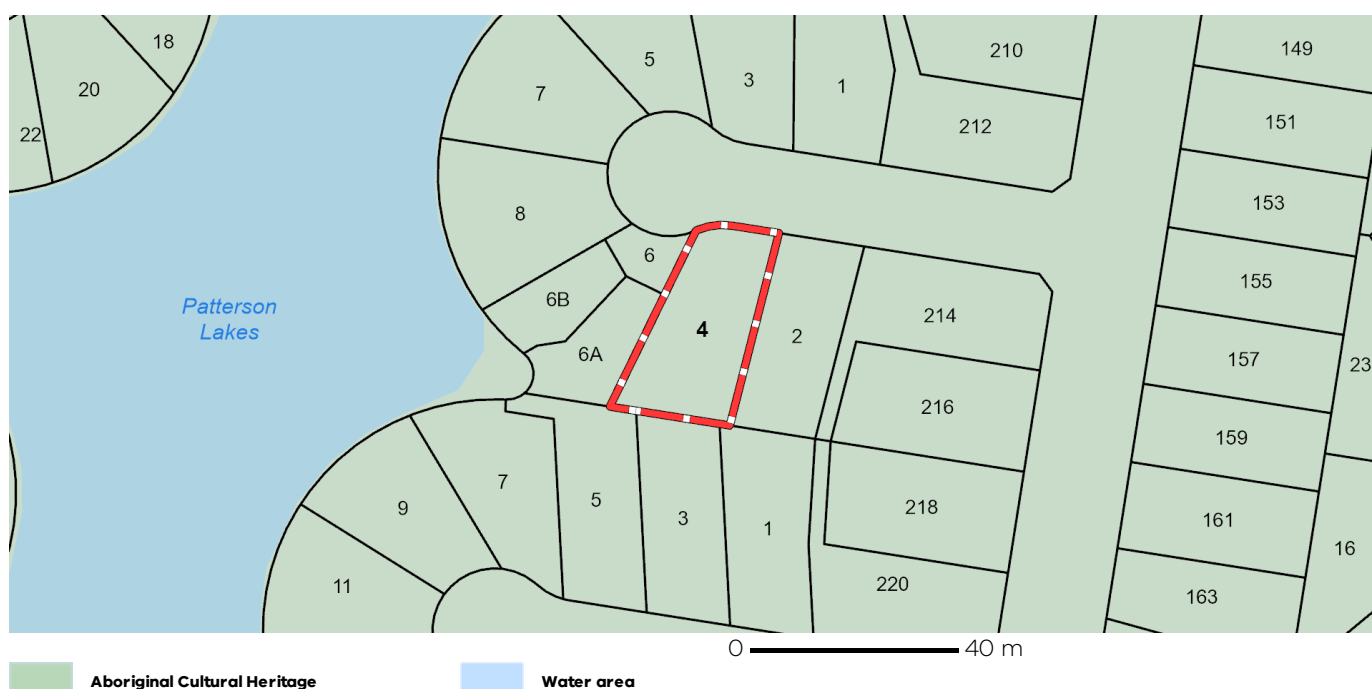
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 14 July 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/>

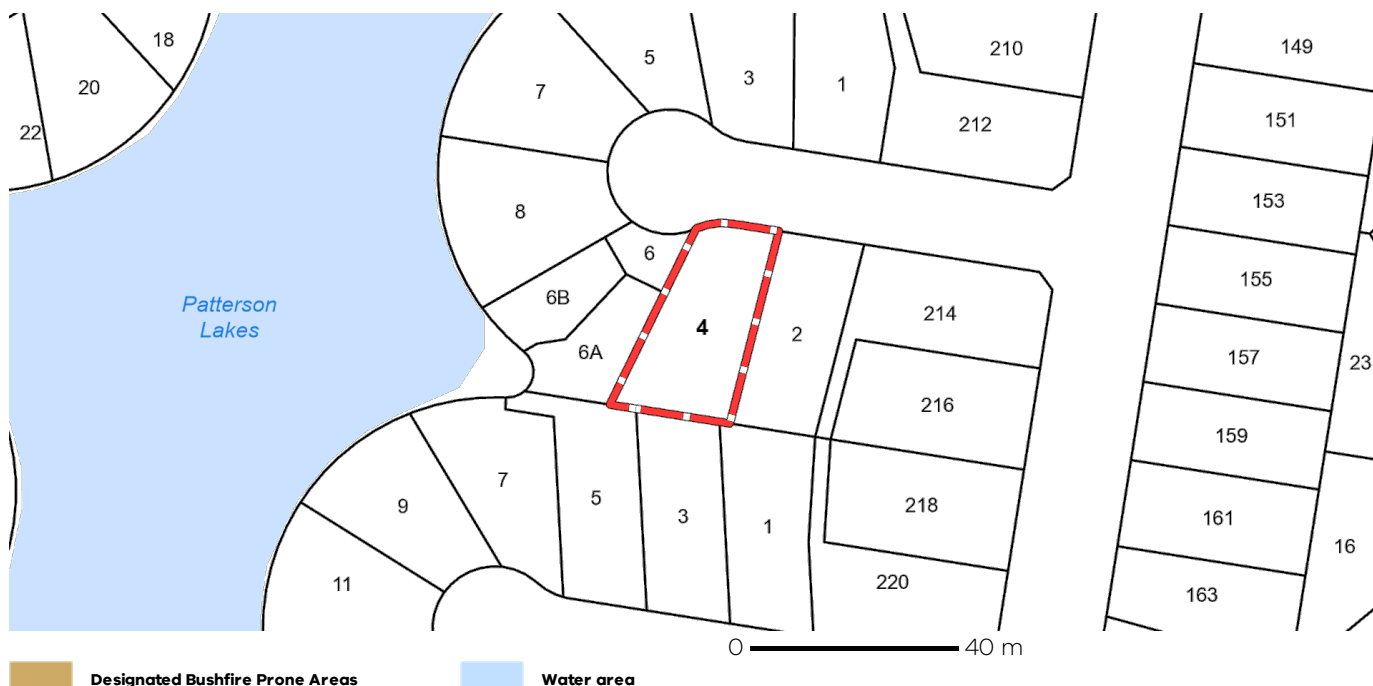
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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 \(environment.vic.gov.au\)](http://nativevegetation.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 \(environment.vic.gov.au\)](http://naturekit.environment.vic.gov.au)

Land Information Certificate

Local Government Act 1989 – Section 229
Local Government (General) Regulations 2004



Silverthorn Conveyancing
463A Nepean Hwy
FRANKSTON VIC 3199

Date of Issue:	3 August 2026
Assessment No:	116139 5
Property Location:	4 Ibis Court, PATTERSON LAKES VIC 3197
Parcel Details:	Lot 101 LP123054
Certificate No:	167909
Certificate Expiry Date:	1 November 2026
Applicants Reference:	2613377

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989** or under a Local Law of the Council and the specified flood level by the Council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other 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.

Operative Date of Valuation: 01 July 2026	Site Value:	925,000
Relevant Date of Valuation: 01 Jan 2026	Capital Improved Value:	1,250,000
	Net Annual Value:	62,500

Council uses Capital Improved Value to determine the value of property for rating purposes

RATES AND CHARGES 1st July 2026 to 30th June 2027

Arrears

Arrears - Brought Forward 01/07/2026	\$0.00
Legal Fees Brought Forward 01/07/2026	\$0.00

Current Rate

General Rates	\$2,284.79
Emergency Services & Volunteers Fund	\$355.25
Municipal Charge	\$100.00
Waste Management	\$453.00
	\$
	\$
Legal Costs/Charges	\$0.00
Interest on Arrears	\$0.00
Interest on Current Rates	\$0.00

Payments \$0.00

Property Debts \$0.00 (Fire Hazard / Property Clearance)

OUTSTANDING **\$3,193.04**

Any outstanding balance may be subject to legal action. Please contact this office prior to settlement.

Assessment No.	116139/5
Certificate No.	167909
Certificate Expiry Date	1 November 2026

ADDITIONAL INFORMATION

110 - Detached Home

Please Note: All Notices of Acquisition lodged **must have the Date of Birth** and **correct future mailing address of the purchaser**. If this information is not provided, the Notice of Acquisition may be returned.

I acknowledge having received the sum of \$31.40.

Please note:

- i. Council policy imposes a time limit of three months from issue date during which a certificate may be updated verbally, but it should be noted that Council will only be held responsible for information provided on the certificate, and not for information provided or confirmed verbally. Delays in settlement will not be considered grounds to deviate from this policy. This certificate Expires on 1 November 2026.
- ii. If an outstanding amount of rates and or charges is shown on this certificate, your attention is drawn to the provision of Section 175 of the Local Government Act 1989 regarding payment of rates and charges.
- iii. Overdue amounts continue to accrue interest on a daily basis at 10.00% per annum and may also incur legal costs if recovery action has commenced.
- iv. Due Date for payment:
 - In full 15 February 2027.
 Four instalments: 30 September 2026, 30 November 2026, 28 February 2027, 31 May 2027.
- v. Please note a fee of \$22.70 (incl. GST) will apply for refund requests on overpayments.

Please ensure you check in with Council for an LIC update prior to settlement, to ensure the balance has not changed from this certificate.

Important Information Regarding Settlements via PEXA

Please note, Council is not advised through the PEXA system of any settlements which occur. You are required to forward a Notice of Acquisition to Council directly for all PEXA settlements.



Biller Code: 8938

Ref: 1161395

Tanya Madhwani

TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

*****IMPORTANT INFORMATION REGARDING THIS CERTIFICATE*****
No Conditions apply to this property.

Silverthorn Conveyancing
E-mail:
rebecca@silverthornconveyancing.com.au

Statement for property:
LOT 101 4 IBIS COURT PATTERSON
LAKES 3197
101 LP 123054

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
52P/12673/7	2613377	20 JULY 2026	52661463

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2026 to 30/09/2026	\$23.06
Melbourne Water Corporation Total Service Charges	01/07/2026 to 30/09/2026	\$288.22

(b) By South East Water

Water Service Charge	01/07/2026 to 30/09/2026	\$19.49
Sewerage Service Charge	01/07/2026 to 30/09/2026	\$109.87
Subtotal Service Charges		<u>\$440.64</u>
Arrears		\$425.90
TOTAL UNPAID BALANCE		\$866.54

- The meter at the property was last read on 11/05/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$7.40 per day**

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

The land is within an area declared an area of "Land Liable to Flooding" pursuant to Section 205 of the Water Act 1989. For further information contact Melbourne Water on 9679-7517.

The land has been filled in accordance with Melbourne Water requirements and is no longer considered to be "Land Liable to Flooding".

This property is located within a special drainage area where an additional quarterly drainage charge applies as shown on the Rates Information Statement. Enquiries please ring South East Water on 131 851.

There is one mooring allocation attached to the parent title of this property. No additional mooring allocations will be created for subdivided properties. An annual Jetty Service Charge made up of capital replacement and annual maintenance components is applicable to the parent title of this property. A Mooring Lease is also required to utilise the mooring allocation. Application for the Mooring Lease may be made to Melbourne Water, Lease and Licence Team, PO Box 4342 Melbourne 3001. Access to some jetties is via Melbourne Water's three metre wide easement on private property, which encircles the entire tidal waterways system (the'easement'). The easement

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

means owners of private property must allow this access. Residents have limited right to cross their neighbour's property via easements when required to access their moorings. Melbourne Water has right of unrestricted access on these easements to be used from time to time for inspections, maintenance and/or capital works of assets owned and managed by Melbourne Water. Water depths at low tide within each mooring vary considerably across the Tidal Waterways. Residents should engage a suitably qualified surveyor to determine water depths. Melbourne Water does not dredge to maintain mooring depths. For further information regarding mooring leases, including details of resident obligations and costs, please phone 131 722.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au. Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

The land abuts a "recreational area" declared pursuant to Section 107 of the Water Act 1989. For further information contact Melbourne Water on 9679-7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

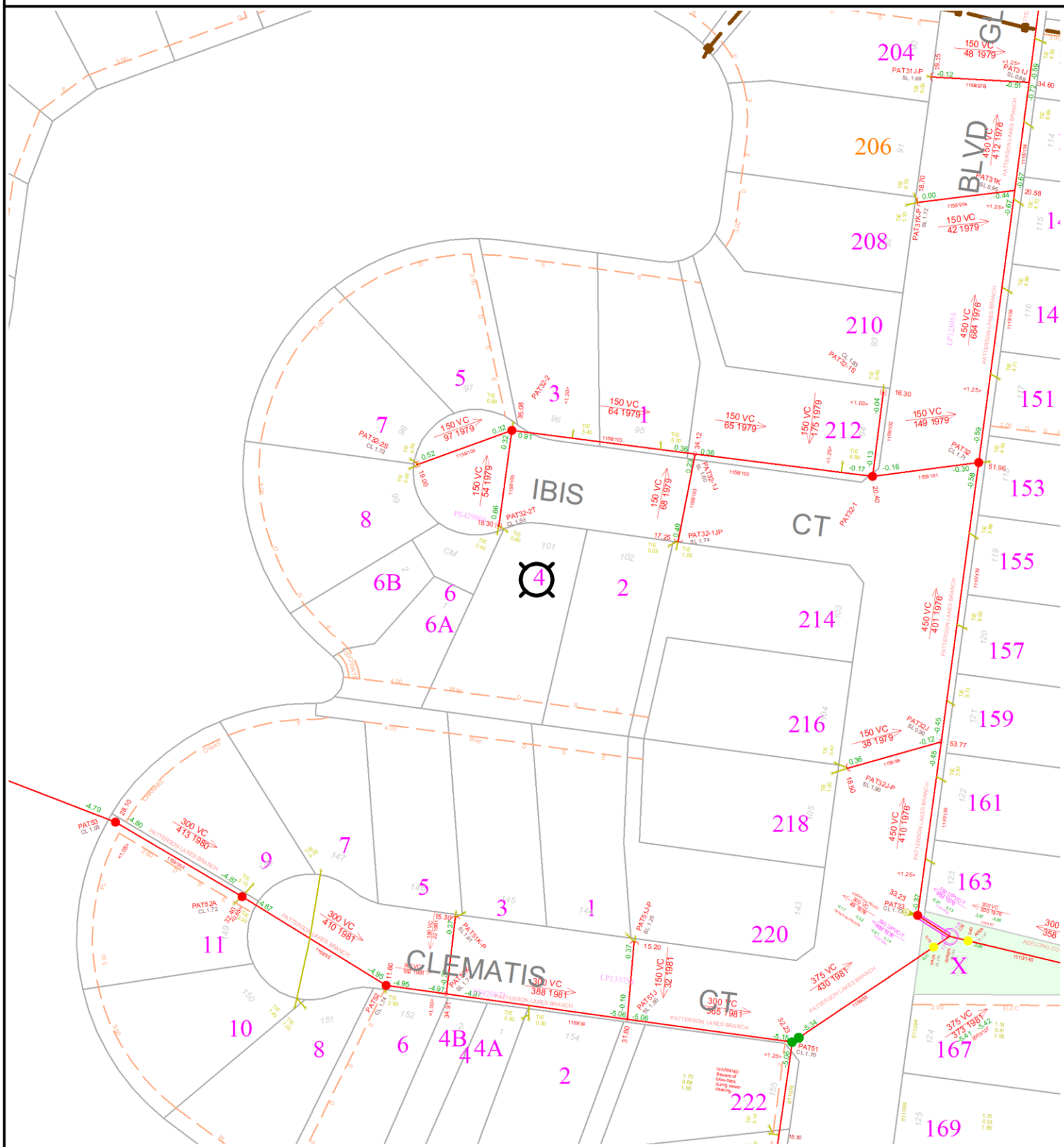
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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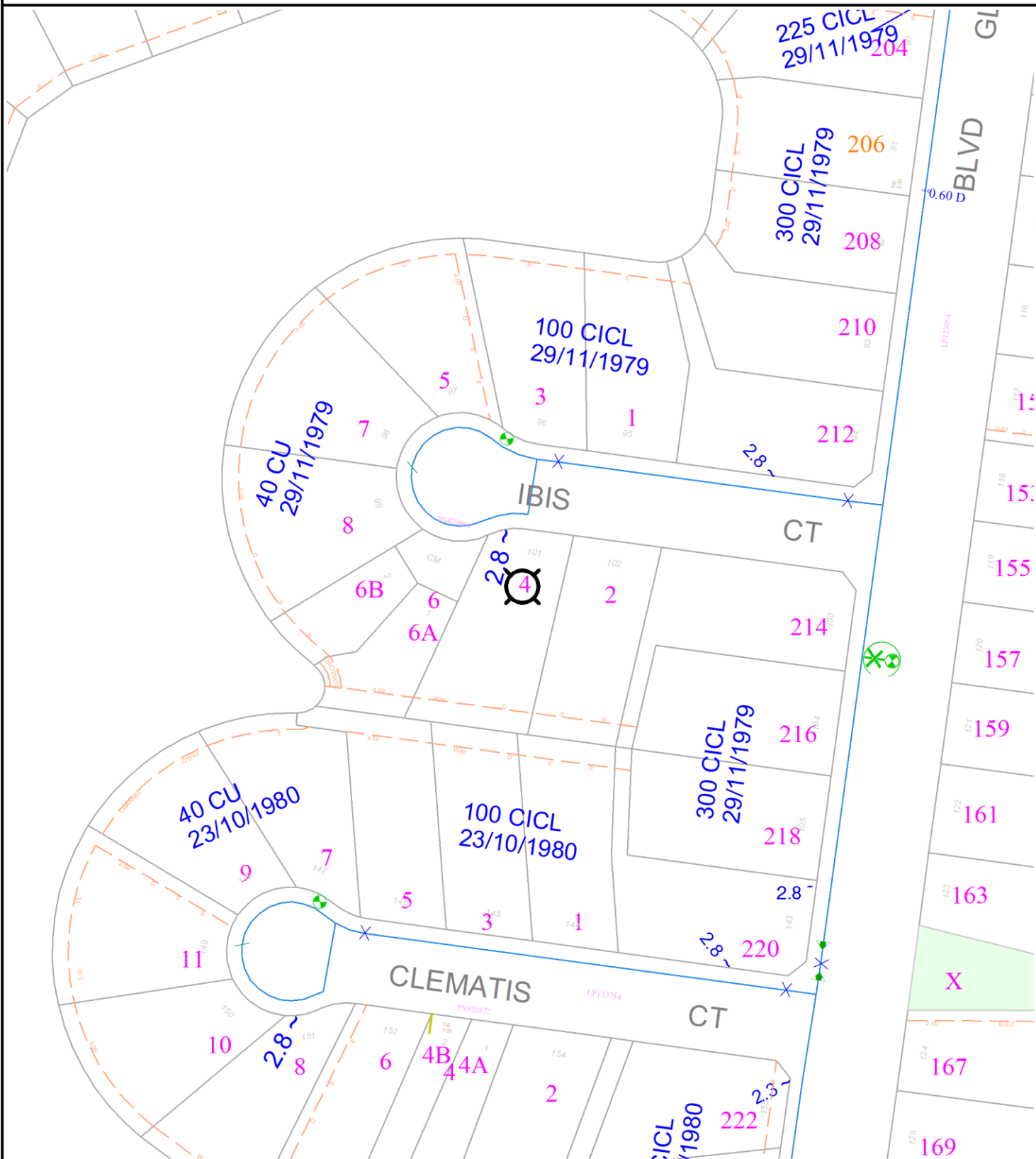
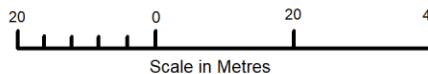


WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

———— Title/Road Boundary		Subject Property		Maintenance Hole		Abandoned Sewer
- - - - - Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft		
- - - - - Easement		Direction of Flow		Offset from Boundary		

Melbourne Water Assets

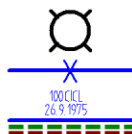
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

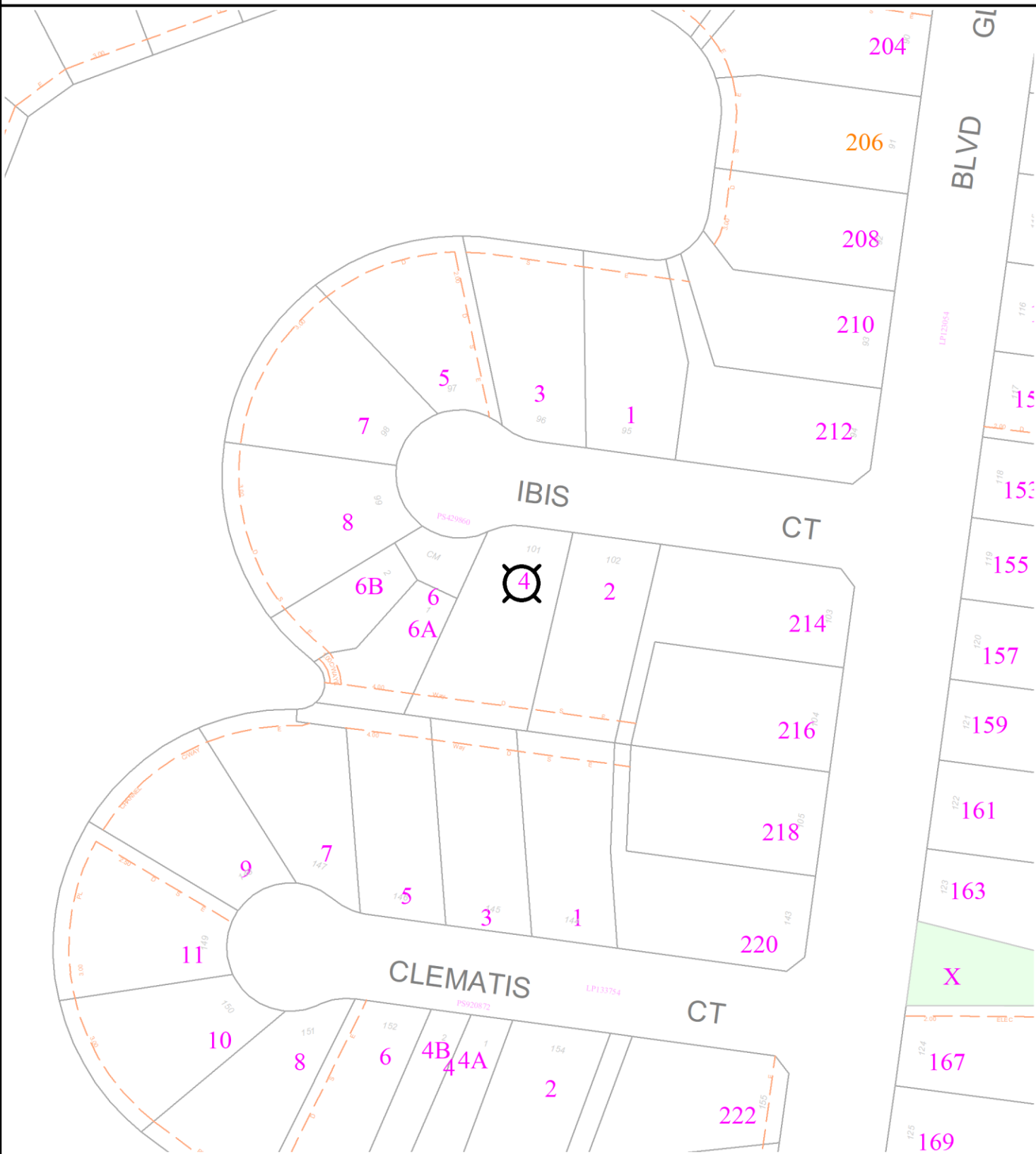
LEGEND

- Title/Road Boundary
 Proposed Title/Road
 Easement



- Subject Property
Water Main Valve
Water Main & Services

-   Hydrant
-   Fireplug/Washout
-  ~ 1.0 Offset from Boundary



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

- Title/Road Boundary
- - - - - Proposed Title/Road
- - - - - Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



~ 1.0 Offset from Boundary

**BUILDING PERMIT**

Form 2

Building Act 1993

Building Regulations 2018

Regulation 37(1)

Issued to:

Agent: Michael Zammit
Address: 4 Ibis Court
 PATTERSON LAKES, VIC 3197
Contact: Michael Zammit
Email: mick.zammit@arafire.com.au
Phone: 0412 725 712

Owner: Michael & Rachel Zammit
Address: 4 Ibis Court
 PATTERSON LAKES, VIC 3197
Contact: Michael & Rachel Zammit
Email: mick.zammit@arafire.com.au
Phone: 0412 725 712

Address for serving or giving of documents:

4 Ibis Court
 PATTERSON LAKES VIC 3197

Builder: Michael & Rachel Zammit
Address: 4 Ibis Court
 PATTERSON LAKES, VIC 3197
Contact: Michael & Rachel Zammit
Email: mick.zammit@arafire.com.au
Phone: 0412 725 712

This builder is specified under section 24B(6) of the Building Act 1993 for the building work to be carried out under this permit.
 Natural person for service of directions, notices and order (if builder is a body corporate) as noted above.

Property Details:

Number:	Street/Road:	City/Suburb/Town:	Postcode:
4	Ibis Court	PATTERSON LAKES	3197

Municipal district: Kingston City Council

Lot/s: 101	LP/PS: LP123054	Volume: 09357	Folio: 593
Crown Allot:	Section:	Parish: Lyndhurst	County:

Nature of Building Work:

Installation of Swimming Pool, Spa & Safety Barrier

Building Classification:

10b

Date of Issue of permit: 22/04/2020
Building Permit No: 8824825694711
NBP Ref No: 202051587/0



BUILDING PERMIT

Stages of Building Work Permitted:	As shown on the approved plans
Cost of Building Work:	\$68,200
Total Floor Area of New Building Work in m ² :	0.0
Storeys contained:	N/A
Effective height:	N/A
Version of BCA applicable to permit:	BCA 2019 Volume 2
Rise in storeys:	N/A
Type of construction:	N/A

Inspection Requirements:

The mandatory notification stages are:

Completion of Pool Excavation

Pool Coping Prior to Pouring Concrete

Final

Occupation or Use of Building:

A Certificate of Final Inspection is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

Commencement and Completion:

This building work must be commenced by: 22/04/2021

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under Regulation 59 of the Building Regulations 2018.

This building work must be completed by: Within 6 months of commencement date

If the building work to which this building permit applies is not completed by this date, this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under Regulation 59 of the Building Regulations 2018.

Practitioner or architect engaged to prepare documents for this permit:

Practitioner Name:	Category/Class:	Registration No:
Charles Rickard	EC	1490

Protection Work:

Protection work is not required in relation to the building work proposed in this permit.

Date of Issue of permit:	22/04/2020
Building Permit No:	8824825694711
NBP Ref No:	202051587/0



BUILDING PERMIT

Permit Conditions:

This permit is subject to the following conditions:

- 1 Appropriate signage must be displayed at the front of the property visible to the public advising: Builders Name, Reg Number, contact details, Building Permit number and date of issue. Building Surveyors name, Reg Number and contact details.
- 2 Note: It is the owner/builder's responsibility to ensure that endorsed plans are kept on site during construction. These plans must be made available to relevant contractors at all times, to ensure compliance.
- 3 In accordance with Regulation 54 of the Building Regulations 2018, building work must be completed within 6 months after the building work has commenced in the case of a swimming pool or spa, or any barrier or safety equipment associated with a swimming pool or spa.
- 4 Prior to inspection and the pool/spa being filled with water, suitable swimming pool/spa safety barriers/fencing must be installed as per BCA (Vol 2) Part 3.9.3 & AS1926.1.
- 5 Swimming Pool/Spa Water Recirculation System is to comply with AS1926.3
- 6 The owner, builder or person in charge of building work must notify the Relevant Building Surveyor that construction of the swimming pool/spa and associated barrier has commenced.

Relevant Building Surveyor:

Comet Trail Pty Ltd

Reg No:

CBS-U 58177

ACN:

103281527

Designated Building Surveyor:

Daniel Rea

Reg No:

BS-U 15109

Signature:**Date of Issue of permit:****22/04/2020****Building Permit No:****8824825694711****NBP Ref No:****202051587/0**

Nepean Building Permits

1-5/1283 Point Nepean Road
PO Box 2234
Rosebud Victoria 3939

T: 03 5986 2466
E: info@nepeanbuildingpermits.com.au



Nepean
Building Permits

ABN: 35 264 254 279 ACN: 103 281 527
www.nepeanbuildingpermits.com.au

CERTIFICATE OF FINAL INSPECTION

Form 17
Building Act 1993
Building Regulations 2018
Regulation 200

Agent: Michael Zammit
Address: 4 Ibis Court
PATTERSON LAKES VIC 3197
Contact: Michael Zammit
Email: mick.zammit@arafire.com.au
Phone: 0412 725 712

Builder: Michael & Rachel Zammit
Address: 4 Ibis Court
PATTERSON LAKES VIC 3197
Contact: Michael & Rachel Zammit
Email: mick.zammit@arafire.com.au
Phone: 0412 725 712

Owner: Michael & Rachel Zammit
Address: 4 Ibis Court
PATTERSON LAKES VIC 3197
Contact: Michael & Rachel Zammit
Email: mick.zammit@arafire.com.au
Phone: 0412 725 712

Property Details:

Number:	Street/Road:	City/Suburb/Town:	Postcode:
4	Ibis Court	PATTERSON LAKES	3197

Municipal district: Kingston

Lot/s: 101	LP/PS: LP123054	Volume: 09357	Folio: 593
Crown Allot:	Section:	Parish: Lyndhurst	County:

Building Permit Details:

Building Permit Number:	8824825694711
Version of BCA applicable to Building Permit:	BCA 2019 Volume 2

Date of Issue of permit:	27/01/2021
Building Permit No:	8824825694711
NBP Ref No:	202051587

Nepean Building Permits

1-5/1283 Point Nepean Road
PO Box 2234
Rosebud Victoria 3939

T: 03 5986 2466
E: info@nepeanbuildingpermits.com.au



Nepean
Building Permits

ABN: 35 264 254 279 ACN: 103 281 527
www.nepeanbuildingpermits.com.au

CERTIFICATE OF FINAL INSPECTION

Description of Building Work:**Part of Building:**

Swimming Pool, Spa & Safety Barrier

Permitted Use:

Domestic

BCA Class of Building:

10b

Stages of Building Work Permitted:

As shown on the approved plans

Final Certificate Conditions:

This certificate is subject to the following conditions:

1. The occupier of an allotment containing a swimming pool or spa appurtenant to a Class 1 or 10 building must take all reasonable steps to ensure that any fence or other barrier, gate, lock, latch, catch, bolt or fly screen restricting access to the swimming pool or spa is maintained and operating effectively at all times.

A person who enters or leaves the part of a building or allotment containing a swimming pool or spa must ensure that any gate forming part of the swimming pool barrier or fence that provides access to the swimming pool or spa is in the closed position at all time, except when that person or another person is in the act of entering or leaving that part of the building or allotment.

Mandatory Inspections:

Completion of Pool Excavation
Pool Coping Prior to Pouring Concrete
Final

Date Approved:

27/04/2020
19/05/2020
22/01/2021

Maintenance Determination:

A maintenance determination is not required to be prepared in accordance with Regulation 215 of the Building Regulations 2018.

Directions to Fix Building Work:

All directions to fix building work under Part 4 of the Building Act 1993 (if applicable) have been complied with.

Relevant Building Surveyor:

Comet Trail Pty Ltd

Reg No:

CBS-U 58177

ACN:

103 281 527

Designated Building Surveyor:

Daniel Rea

Reg No:

BS-U 15109

Signature:

Date of Issue of permit:

27/01/2021

Building Permit No:

8824825694711

NBP Ref No:

202051587

Home Warranty

Notice of Cover - Owner - Builder

Michael Lewis Zammit, Rachel Anne Zammit

**26 Admirals Qy
PATTERSON LAKES
VIC 3197**

Notice of Cover Number:

N1086044

Notice of Cover Issue Date:

12/08/2026

This Notice of Cover under the First Resort Home Warranty Scheme (**Home Warranty**), is issued under section 137T(1) of the *Building Act 1993* (Vic) (**Act**) and must be read in conjunction with Part 9A of the Act and the *Building (Statutory Insurance Scheme) Regulations 2026* (Vic) (**Regulations**), including any applicable limits.

Notice of Cover – Owner-Builder – Prescribed Information

Description of domestic building work: **Swimming Pools**
Address of the building site: **4 Ibis Ct PATTERSON LAKES VIC 3197**
Carried out by the Owner-Builder: **Michael Lewis Zammit, Rachel Anne Zammit**
BPC's assessment of the insurable value of domestic building work: **\$72,300.00**
The maximum limit for claims made under this Notice of Cover is: **\$400,000 in total, inclusive of all costs and expenses.**
Inspection Report prepared by: **Joseph Borg**
Date of Inspection Report: **6/8/2026**

! **IMPORTANT:** Home Warranty will not cover any items identified as incomplete, defective or non-compliant work in the Inspection Report (under section 137B(2) (a) of the Act).

Important

This Notice of Cover must be read in conjunction with the Act (including Part 9A of the Act) and the Regulations (including any applicable limits).

These documents are very important and must be retained by you and any subsequent owners of the property for the duration of the period of cover.



Scan the QR code with your phone's camera to check the details on this Notice of Cover - Owner - Builder are correct.

Alternatively, visit buildvic.vic.gov.au/ClaimsPortal/s/verify-noc and enter your Notice of Cover number to check the details on this Notice of Cover are correct.

Time for Making A Claim – section 137ZB of the Act and regulation 28 of the Regulations

A claim for assistance for loss arising from, or in connection with, domestic building work **must** be lodged:

- for defective or non-compliant work, within 12 months after the building owner first becomes aware, or ought reasonably to have become aware, that the domestic building work is defective or non-compliant; and
- in the circumstances specified in regulation 12(2), within 28 days after the accommodation, removal and storage costs claimed have been incurred.

Applicable Deductibles on Payment of Claim – regulation 47 of the Regulations

The following deductibles are payable under Home Warranty in relation to a claim for assistance for loss arising from, or in connection with, domestic building work that is defective or non-compliant:

- (a) in the case of a claim made at least 5 years after the completion date - \$1000;
- (b) in the case of a claim made at least 3 years but less than 5 years after the completion date - \$750; and
- (c) in the case of a claim made at least 3 months but less than 3 years after the completion date - \$500.

Home Warranty Premium

Premium Exclusive of Taxes:	\$1,575.00
GST:	\$157.50
Stamp Duty:	\$121.28
Total Premium Paid:	\$1,853.78



CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

Form 23 Building Act 1993 Building Regulations 2018 – Regulation 147(Y), 147Z(2)

Issued to:

1. Name of Owner of the land: Michael & Rachel Zammit
2. Postal Address: 4 Ibis Court Patterson Lakes
3. Telephone Number: 0412 725 712
4. Email Address: mick.zammit@arafire.com.au

Property Details

Number:	Street/Road:	City/Suburb/Town:	Postcode:
4	Ibis Court	PATTERSON LAKES	3197
Lot/s: 101	LP/PS: LP123054	Volume: 9357	Folio: 593
Crown Allot:	Section:	Parish:	County:
Municipal district: Kingston City Council			

Type of Swimming Pool or Spa

Permanent swimming pool	Y
Permanent spa	Y
Relocatable swimming pool	N
Relocatable spa	N

5. Date of construction of the swimming pool or spa: 27/04/2020
6. Applicable barrier standard: AS1926-2012
7. The applicable barrier standard applies under the relevant:
 - Division 2 of Part 9A of the Building Regulations 2018 N

- Relevant deemed to satisfy provisions of the BCA Y
- A performance solution in accordance with the BCA N

8. Date(s) of inspection(s) of the swimming pool or spa barrier:
27/01/2021

Certificate of Compliance

Following inspection of the Swimming Pool & Spa barrier on the date(s) referred to in item 8 of this certificate, I certify that the barrier complies with the applicable barrier standard.

Signature of Designated Building Surveyor:



Daniel Rea
on behalf of Comet Trail Pty. Ltd.
CBS-U 58177

Date: 27/01/2021

Inspector Details

- | | |
|---|--|
| 10. Name of registered building practitioner: | Anthony Joiner |
| 11. ACN / ARBN | 103 281 527 |
| 12. Address: | PO Box 2234 ROSEBUD VIC 3939 |
| 13. Email: | anthony@nepeanbuildingpermits.com.au |
| 14. Building practitioner registration no.: | IN-L 65345 |
| 15. Council Name | Kingston City Council |

Joseph Borg
Building inspector
RBP-IN-U-24736

Building Inspector
Building Consultant
Accredited Mediator
Pest Management Technician

8 Pink Hill Blvd.
Beaconsfield 3807

Mb: **0410 545454**

Email: joe@houseinspection.services
A.B.N. 84 540 010 360



REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993
(OWNER-BUILDER CONSTRUCTION)

Site address: 4 Ibis Court Patterson Lakes
Commissioned By: Rachel Zammit

Building inspection

Identification	Class 1 building	Outbuildings	Class 10 / 10b
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This report is a visual inspection of reasonable accessible parts of the property and this report does not cover Defects that are not reasonably visible or defects that have not yet arisen or enquiries to council or other authorities. This report is not a guarantee but an opinion of condition of the inspected property.



This report is a visual inspection of reasonable accessible parts of the property and this report does not cover Defects that are not reasonably visible or defects that have not yet arisen or enquiries to council or other authorities. This report is not a guarantee but an opinion of condition of the inspected property.

Please note that this is NOT a Pre-Purchase inspection and should not be considered as one. It is simply a statement of existing conditions required to enable appropriate insurance to be obtained and attached to the contract of sale as specified in Part 137B Building Act 1993.

Defects identified in the Insurance Report are those caused by bad workmanship or movement of foundations. The report does not necessarily refer to routine maintenance items (e.g. hair-line plaster cracks or jamming doors and windows) that are caused by normal shrinkage providing the workmanship was not defective.

Serious defects are defects that seriously affect the structural integrity of the property or require the substantial replacement of plumbing or electrical services. In the case of cracking, serious defects denote severe cracking as defined by Category 4 Appendix A – Australian Standard AS 2870.1 – 1988.

A person who constructs a building must not enter into a contract to sell the building under which the purchaser will become entitled to possess the building (or to receive the rent and profits from the building) within the prescribed period unless-

(a) In the case of a person other than a registered building practitioner-

(i) The person has obtained a report on the building from a prescribed building practitioner that contains the matters that are required by the Minister by notice published in the Government Gazette; and

(ii) The person obtained the report not more than 6 months before the person enters into the contract to sell the building; and

(iii) The person has given a copy of the report to the intending purchaser;

and

(b) The person is covered by the required insurance (if any); and

(c) The person has given the purchaser a certificate evidencing the existence of that insurance; and

(d) In the case of a contract for the sale of a home, the contract sets out the warranties implied into the contract by section 137C.

This report is not intended to list all items that contravene the building regulations.

Unless otherwise stated;

No soil report or other material has been excavated or removed;

No plants or trees have been removed;

No samples have been taken or tested;

No fixtures, fittings, claddings or lining materials have been removed;

Building services have not been tested and registered/authorized persons should be contacted for approval of these services;

No enquiries of drainage, sewerage or water authorities have been made;

No plans or specifications or other contract documents have been sighted for the purpose of inspecting the works and providing a written report;

No special investigation of inspect attack (eg: borer, termite, etc) has been made and any reference to this has been made on a casual inspection.

All information and items included in the report are provided by the Owner verbally to the inspector as to works done in the previous 6.5 years and to be inspected and included in the report. The inspector relies on the information given and is not responsible for any omissions of work carried out.

REPORT ON DOMESTIC BUILDING WORK UNDER SECTION 137B OF THE BUILDING ACT 1993 (OWNER-BUILDER CONSTRUCTION)	
Site Address:	4 Ibis Court Patterson Lakes

This report is a visual inspection of reasonable accessible parts of the property and this report does not cover Defects that are not reasonably visible or defects that have not yet arisen or enquiries to council or other authorities. This report is not a guarantee but an opinion of condition of the inspected property.

Date of report:	6/8/26	Date of inspection:	6/8/26
Weather conditions at time of inspection		Other ☐ (please specify)Fine	

Name of prescribed building practitioner:		Joseph Borg IN-U-24736	
Address:	8 Pink Hill Blvd Beaconsfield 3807	Post Code:	3806
Signature:	<i>Joseph P Borg</i>		

Description of the building:
This report relates to the following: ➤ Construction of a pool and pool barrier
Services connected to the property and their condition:
Mains Water [x] Gas [x] Electricity [x] Sewer connection [x] SW discharge point [x]
Materials used in the construction:
Construction of a pool and pool barrier ➤ Fibreglass pool ➤ Glass pool barrier and gate
Second Hand Materials used in the construction:
➤ Nil
Site details
➤ Construction of a pool and pool barrier
List of defects in the building/s: *
➤ Nil
Areas of the building/s inaccessible at the time of inspection:
➤ Foundations could not be verified. ➤ Footings could not be verified. ➤ Gauge of steel or stress grade of timbers could not be verified. ➤ Stormwater drainage system and discharge point cannot be confirmed. ➤ Waterproofing to wet areas could not be confirmed.
Condition and status of incomplete works:
➤ Nil

* A report listing defects in the building/s to include but are not restricted to, conditions of the following building elements:

Site drainage	Footings	Subfloor
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This report is a visual inspection of reasonable accessible parts of the property and this report does not cover Defects that are not reasonably visible or defects that have not yet arisen or enquiries to council or other authorities. This report is not a guarantee but an opinion of condition of the inspected property.

Frame	External walls	Internal walls and ceilings
Floor and wall tiling	External roof	Internal roof conditions
Built-in fittings/joinery	Doors/windows	Fireplaces/solid fuel heaters
Plumbing and drainage	Fixed appliances	Flyscreens
Driveways, paving, retaining walls, fencing, garages, carports, workshops, swimming pools or spas where constructed as part of the major domestic building contract.		

NB: A copy of any building permits issued, any occupancy permits or certificates of final inspection issued (as applicable), must be attached to this report or the section 32.

Documents attached to this report must remain with this report:

- Building permit No: 8824825694711 Dated 22/4/20
- Certificate of final inspection No: 8824825694711 Dated 27/1/21
- Alterations to a Building.
Alterations to a building are exempt from the requirement to obtain a building permit by item 4 of schedule 3 if the building work will not Adversely affect and will not increase or decrease the floor area. or will not adversely affect the safety of the public or occupiers of the building.

Joseph P Borg

Dip. BS.
RBP IN-U- 24736
Accredited Mediator.
Pest Management Technician

4 March 2021

Rachel Anne Zammit
4 Ibis Ct
PATTERSON LAKES VIC 3197

Application No: SPS-2020/4070
Subject Address: 4 Ibis Court, PATTERSON LAKES VIC 3197



Thank you for registering your swimming pool with the City of Kingston.

The Victorian Government's new swimming pool barrier laws aim to make them safer through a 4-step process:



Council has undertaken a search to determine the date of construction, the relevant barrier standard and the due date for your first Form 23 - Certificate of Pool and Spa Barrier Compliance.

Date Pool Built & Barrier Built	Barrier Standard	When 1 st Certificate is due by
On or After 01 May 2013 to 31 October 2020	AS 1926.1-2012	01 November 2023

What if you believe a different Barrier standard applies? If you think the barrier standard identified is incorrect, please contact Council to discuss. If we can't reach agreement, you may choose to appeal the matter to the Building Appeals Board under Section 144(2) of the Act within 30 days from this letter.

What do I do next? Thanks for registering your pool. Your next step is to arrange an inspection of your pool to obtain a Form 23 Certificate issued by a Registered Pool Inspector.

What important information do I need to know about Steps 3 & 4?

- Once you have received your Form 23 Certificate, please submit it via Council's website. Certificates are only valid for 30 days from the date of issue, so make sure you lodge it within this timeframe and before your due date listed above.
- A Form 23 – Certificate of Pool and Spa Barrier Compliance is due every 4 years and the following due by date is calculated from the date of your last certificate. Please keep this letter for your reference. We recommend obtaining your certificate as close as practicable prior the due date.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'John'.

John Anagianis
Municipal Building Surveyor

community inspired leadership



FORM 23 - CERTIFICATE OF BARRIER COMPLIANCE - David

Complete

Score	3 / 3 (100%)	Flagged items	0	Actions	0
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FORM 23

Regulations 147Y(4), 147ZB(2)

Building Act 1993

Building Regulations 2018

S.R. No. 116/2019

CERTIFICATE OF POOL AND SPA BARRIER COMPLIANCE

ISSUED TO:

1. Name of owner of the land (property) on which the swimming pool or spa is located:

M L Zammitt and R A Zammitt

2. Postal address:

4 Ibis Court , Patterson Lakes Vic
3197

3. Phone Number:

0410 564 374

4. Email Address:

rachelzammit@bigpond.com

PROPERTY DETAILS:

1 / 1 (100%)

Pool/Spa Property Address:

4 Ibis Court , Patterson Lakes Vic
3197

Council / Municipal District:

City Of Kingston

Type of Pool or Spa:

Permanent Pool

5. Date of construction of the swimming pool or spa:

1 May 2013 to October 2020

6. Applicable barrier standard:

AS1926.1-2012

7. The Applicable barrier standard applies under:

A Performance Solution in
Accordance with the BCA

8. Date(s) of inspection(s) of the swimming pool or spa barrier:

24.05.2024

CERTIFICATION OF COMPLIANCE

Following inspection of the swimming pool barrier/spa barrier on the date(s) referred to in item 8 of this certificate, I certify that the barrier complies with the applicable barrier standard.

Signature of swimming pool and spa inspector:



David Conway
24.05.2024 17:14 AEST

Date:

24.05.2024

9. I confirm that I did not carry out building work on the barrier to address identified non-compliance of the barrier prior to certifying the barrier's compliance with the applicable barrier standard.

INSPECTOR DETAILS

10. Name of registered building practitioner - Pool Inspector: David Conway

11. ACN/ARBN - 648832062

12. Address: 2/6 Japaddy Street, Mordialloc 3195

13. Email: admin@poolsafetygroup.com.au

14. Building practitioner registration no.: IN-PS 75877



**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Rebecca Kaigg
463A Nepean Highway
FRANKSTON 3199

Client Reference: 2613377

NO PROPOSALS. As at the 20th July 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

4 IBIS COURT, PATTERSON LAKES 3197
CITY OF KINGSTON

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 20th July 2026

[Vicroads Certificate] # 81257597 - 81257597124457 '2613377'

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

To: Purchasers/Recipient:

Property address: 4 Ibis Court, Patterson Lakes VIC 3197

Lot no.: 101 **Plan of subdivision:** 123054

The Purchasers/Recipient are not required to make a payment under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

From: Vendors: Michael Lewis Zammit and Rachel Anne Zammit

Dated: 03/08/2026

Signed by or on behalf of the Vendors: *Silverthorn Conveyancing*

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](https://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.