

**MICHAEL LANTERI**

(Vendor)

**AND**

\_\_\_\_\_  
(ACN \_\_\_\_\_)  
(Purchaser)

## **CONTRACT OF SALE OF REAL ESTATE**

**Property: Unit 211, 96 Charles Street, Fitzroy VIC 3065**



Level 15, 200 Queen Street  
MELBOURNE VIC 3000  
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Our Ref: PB:RMC:259366

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# CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the former Estate Agents (Contracts) Regulations 2008

**Property Address: Unit 211, 96 Charles Street, Fitzroy VIC 3065**

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 conditions set out in this contract.

The terms of this contract are contained in the:

- Particulars of sale;
  - Special conditions, if any; and
  - General conditions;
- and in that order of priority.

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31  
**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;
- the property is more than 20 hectares in size and is used primarily for farming;
- 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.

## NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

### Off-the-plan sales

Section 9AA(1A)  
**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.

## 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.

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

**SIGNED BY THE PURCHASER** ..... on...../...../2025

print name of person signing .....

state nature of authority if applicable .....  
(e.g. 'director', "attorney under power of attorney")

This offer will lapse unless accepted within [15] clear business days (3 if none specified)

**SIGNED BY THE VENDOR** ..... on...../...../2025

print name of person signing                      MICHAEL LANTERI

# PARTICULARS OF SALE

<b>Vendor's estate agent: YORKSHIRE PROPERTY</b>	
<b>Address:</b> 101E/4 Mansard Lane, Collingwood, Victoria 3066	
<b>Contact:</b> Patrick Coy	<b>Email:</b> patrick@yorkshireproperty.com.au <b>Telephone:</b> 0402 075501
<b>Vendor:</b> Michael Lanteri	
<b>Address:</b> Ground Floor, 1 Collins Street, Melbourne VIC 3000	
<b>Vendor's legal practitioner or conveyancer: BSP LAWYERS</b>	
<b>Address:</b> Level 15, 200 Queen Street, Melbourne, Victoria 3000 <b>Contact:</b> Rosemary McLoughlin	
<b>Telephone:</b> (03) 9670 0722 <b>Fax:</b> (03) 9670 0622 <b>Email:</b> rmcloughlin@bsplawyers.com.au <b>Ref:</b> PB:RMC:259366	
<b>Purchaser:</b> _____	
<b>Address:</b> _____	
<b>Purchaser's legal practitioner or conveyancer:</b> _____	
<b>Address:</b> _____ <b>Contact:</b> _____	
<b>Telephone:</b> _____ <b>Fax:</b> _____ <b>email:</b> _____ <b>Ref:</b> _____	
<b>Land (general conditions 3 and 9)</b> The land is:	
The land described in <u>Certificate of Title Volume 11172 Folio 791</u>	
The land in all the above certificates of title includes all improvements and fixtures.	
<b>Property Address:</b>	
Unit 211, 96 Charles Street, Fitzroy VIC 3065	
<b>Goods sold with the land (general condition 2.3(f))</b> (list or attach schedule)	
All fixed floor coverings, electric light fittings, blinds, curtains.	
<b>Payment (general condition 11)</b>	
<b>Price</b> \$ _____	
<b>Deposit</b> \$ _____	being an amount equal to 10% of the Price which is immediately due and payable on the date the Purchaser signs this Contract
<b>Balance</b> \$ _____	payable at Settlement

**GST (general condition 13)**

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

If this is a sale of a 'farming business' or '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)**

The \_\_\_\_\_ day of \_\_\_\_\_ 202\_

**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:

**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:        /        /

**Special conditions**

This contract does not include any special conditions

unless the words '**special conditions**' appear in this box.

If the contract is subject to 'special conditions' then the particulars of the special conditions are:

**Special  
Conditions**

**See Annexure A – Special Conditions**

# GENERAL CONDITIONS

Part 2 being Form 2 prescribed by the former *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 former 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 Properties 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 an 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 a 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 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.

# ANNEXURE A - SPECIAL CONDITIONS

## 1. Definitions and Interpretation

### 1.1 Definitions

In this Contract:

**Authority** means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (if any right), any utility service provider, the Insurance Council of Australia and any person, body, entity or authority exercising a power under any Law

**Balance** means:

- (a) the Balance specified in the Particulars of Sale; and
- (b) any amounts owing or payable by the Purchaser to the Vendor under this Contract, including Interest and Loss referred to in special condition 27; and
- (c) any GST and penalties payable under this Contract.

**Bank** means an authorised deposit taking institution within the meaning of the *Banking Act 1959* (Cth)

**Business Day** means a day on which trading banks are open for business in the City of Melbourne but excluding Saturday and Sunday

**Contaminant** means a solid, liquid, gaseous or other substance, odour, heat, sound, vibration or radiation which is or may:

- (a) be noxious or poisonous;
- (b) be obnoxious or offensive to the senses of human beings;
- (c) be harmful or potentially harmful to the Environment or the health, welfare, safety or property of human beings;
- (d) be poisonous, harmful or potentially harmful to animals or plants or which may reduce the capacity of any land to support plant life;
- (e) be non-compliant with Environment Law;
- (f) be detrimental to any beneficial use made of the Property; or
- (g) materially diminish the value of the Property

**Contract** means this contract of sale

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

<b>Day of Sale</b>	means the date of this Contract and referred to as the Day of Sale in the particulars of sale of this Contract
<b>Deed Regarding Nomination</b>	means the nomination form annexed to this Contract in Annexure C.
<b>Deposit</b>	means the deposit specified in the particulars of sale of this Contract
<b>Environment</b>	has the meaning given to it in the <i>Environment Protection Act 2017</i>
<b>Environment Law</b>	means any Law regulating or otherwise relating to the Environment or any Contaminant including any Law relating to land use, planning, pollution of air, water, soil or ground water, chemicals, waste, asbestos, dangerous goods or to any other aspect of protection of the Environment or person or property
<b>Goods</b>	means the goods sold with the Land as specified in the particulars of sale of this Contract
<b>GST</b>	has the meaning given to it in the GST Act.
<b>GST Act</b>	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
<b>Guarantee and Indemnity</b>	means the deed of guarantee and indemnity annexed to this Contract in Annexure B.
<b>Guarantor</b>	means the guarantor specified in the Guarantee and Indemnity.
<b>Land</b>	means the land specified in the particulars of sale page of this Contract
<b>Law</b>	includes any law, act, statute, ordinance, rule, regulation, proclamation, by-law or other form of secondary or delegated legislation and any Requirement
<b>Loss</b>	includes any damage, injury, loss, claim, action, liability, cost, fine, penalty, expense, outgoing or payment
<b>Nominee</b>	means a substitute or additional purchaser nominated by the Purchaser in accordance with this Contract.
<b>Outgoings</b>	means all periodical outgoings chargeable or payable in respect of the Property, which are incurred by the Vendor in connection with ownership or operation of the Property and include all council rates, fire levy, water rates and service charges, drainage and sewerage service charges, taxes, land tax (on a proportional basis inclusive of trust surcharges), vacant residential property land tax, special rates, special land tax, fees, levies (including car parking congestion levies), owners corporation fees, insurances, assessments PROVIDED THAT "Outgoings" does not include any amounts to which section 10G or section 10H of the <i>Sale of Land Act 1962</i> applies.
<b>Price</b>	means the amount specified in the particulars of sale page of this Contract as the price

<b>Property</b>	means the land under the head "Land" on the particulars of sale page of this Contract and includes any improvements thereon.
<b>Purchaser</b>	means the party specified in the particulars of sale page of this Contract as purchaser and includes its successors and permitted transferees and assigns
<b>Purchaser's Solicitor</b>	means the Purchaser's legal practitioner as stipulated in the particulars of sale of this Contract, or as otherwise notified by the Purchaser to the Vendor in writing
<b>Requirement</b>	includes any standards, criteria, notices, orders, demands, directions or requirements of any Authority
<b>Services</b>	includes water, sewerage, drainage, gas, electricity, telephone and other installations and services on or available to the Property
<b>Settlement</b>	means settlement of the sale and purchase of the Property and payment to the Vendor of the Price
<b>Settlement Date</b>	means the date specified in or calculated in accordance with the particulars of sale of this Contract
<b>Statement of Adjustments</b>	<p>means the statement to be prepared by the Purchaser setting out in a form customarily used in good conveyancing practice in the State of Victoria:</p> <ul style="list-style-type: none"> <li>(a) the adjustments to be made to the Price in accordance with special condition 15 of this Contract; and</li> <li>(b) details of the Deposit, the balance, the adjustments referred to above and the amount then payable at Settlement</li> </ul>
<b>Tax Invoice</b>	has the meaning given to it in the GST Act.
<b>Taxable Supply</b>	has the meaning given to it in the GST Act.
<b>Vendor</b>	means the party specified in the particulars of sale page of this Contract as vendor and includes its successors and transferees and assigns
<b>Vendor's Solicitor</b>	means the Vendor's legal practitioner as stipulated in the particulars of sale of this Contract, or as otherwise notified by the Vendor to the Purchaser in writing
<b>Vendor's Statement</b>	means the statement provided by the Vendor to the Purchaser under section 32 of the <i>Sale of Land Act 1962</i> (Vic)

## 1.2 Interpretation

In the interpretation and application of this Contract the following rules shall apply unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include all other genders and vice versa;
- (c) expressions importing a natural person include a corporation and vice versa;

- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) this Contract is governed by the laws of the State of Victoria and its Courts are the exclusive forum for any dispute;
- (f) a covenant, agreement, warranty, obligation, liability or similar on the part of two or more persons binds each of them jointly and severally;
- (g) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or part of it;
- (h) this Contract binds and enures for the benefit of successors and permitted transferees or assigns of the parties;
- (i) headings or margin notes in this document are for ease of reference only and do not affect the meaning or interpretation of this Contract;
- (j) a reference to any statutory enactment or any law includes that statutory enactment or law as amended, re-enacted or replaced from time to time and all rules regulations or other subordinate legislation made under that statute;
- (k) a reference to an agreement or document (including, without limitation, a reference to this Contract) is to the agreement or document as amended, varied, supplemented, transferred or replaced except to the extent prohibited by the provisions of this Contract or that other agreement or document;
- (l) *Includes, including* and similar expressions are not intended to operate as words of limitation or imply any limitation;
- (m) a reference to *dollars* and \$ is to Australian currency;
- (n) a reference to *writing* includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form;
- (o) a reference to *parties* is a reference to the Vendor and the Purchaser, as applicable;
- (p) if the day of or by which anything is to be done is not a Business Day then that thing must be done on or by the next Business Day;
- (q) where any time period is to be calculated from a specified date, that date must be included in the calculation;
- (r) it is not necessary for the Vendor to incur any expense or make any payment before enforcing a right of indemnity;
- (s) the Vendor will not be required to give any undertaking as to damages if it seeks an injunction because of any breach of this Contract by the Purchaser or because of any infringement by the Purchaser of any of the Vendor's rights; and
- (t) the provisions of this Contract cannot be varied except by a subsequent document executed by the parties or their legal practitioners expressed to vary or be made in substitution for this Contract.

## **2. General Conditions**

### **2.1 Deleted General Conditions**

The following general conditions of this Contract are deleted in their entirety: 2.3 to 2.7 inclusive, 5; 7.1 to 7.13 inclusive; 8; 9; 13.5(c), 24.4 to 24.6 inclusive; 25 and 28.3.

## 2.2 Amended General Conditions

The following general conditions of this Contract are amended as follows:

- (a) **general condition 1.1(b)** is amended by adding the words *“exceptions and conditions”* after the word *“reservation”*;
- (b) **general condition 2.1** is amended by inserting the following words at the beginning of the condition, *“Except as amended in special condition 2 and elsewhere in this Contract,”* and the following words at the end of the condition *“as at 30 September 2014”*;
- (c) **general condition 2.2** is deleted and replaced with the words *“The warranties in special condition 9 replace the purchaser’s right to make requisitions and inquiries”*.
- (d) **general condition 10.1(b)(i)** is deleted and replaced with the words *“provide all title documents necessary to enable the Purchaser to become the registered proprietor of the land”*;
- (e) **general condition 10.3** is amended as follows:
  - (i) by replacing *“4.00 pm”* in the first line with *“3.00 pm”*; and
  - (ii) adding the words *“at the place nominated by the Vendor”* before the word *“unless”*; and
  - (iii) add the following at the end of the clause: *“If settlement takes place after 3 pm, the Purchaser is deemed to be in default until the next Business Day”*.
- (f) **general condition 11.6** is amended by changing the reference to *“three cheques”* to *“ten cheques”*;
- (g) **general condition 12.1(a)** is amended by adding the words *“acting reasonably”* after the word *“purchaser”*;
- (h) **general condition 12.1(a)(ii)** is amended by deleting the words *“80% of”*;
- (i) **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”*.
- (j) For the purposes of **general condition 15.2**, the expression *“periodic outgoings”* does not include any amounts to which section 10G of the *Sale of Land Act 1962* applies;
- (k) **general condition 21** is amended as follows:
  - (i) by inserting the words *“at reasonable times and on reasonable prior notice”* after the word *“property”* and before the words *“to comply”* in the 3<sup>rd</sup> line; and
  - (ii) by adding the following words to the end *“The purchaser is liable for and must indemnify the vendor in respect of all claims, liabilities, costs and expenses suffered or incurred by the vendor in connection with the purchaser or people authorised by or claiming under the purchaser entering the property and in respect of any works undertaken by or on behalf of the purchaser at the property.”*;
- (l) **general condition 21** does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* applies;
- (m) **general condition 24.3** is amended by deleting the words *“but may claim*

*compensation from the Vendor after settlement”;*

- (n) **general condition 26** is amended by replacing “*2% per annum*” in the first line with “*4% per annum*”;
- (o) **general condition 28.4(a)** is amended to read as follows: “*the Deposit (as defined in this Contract) payable under this Contract is forfeited to the Vendor in full as the Vendor’s absolute property, whether the deposit has been paid or not*”; and
- (p) **general condition 28** is amended by including a new paragraph 28.6 as follows: “*Unless the price includes GST, the reference to “the price” in this general condition 28 refers to the price plus any GST on the price.*”

### **3. Purchaser’s Acknowledgement**

The Purchaser hereby acknowledges that:

- (a) prior to the execution of this Contract and prior to signing any document relating to the sale hereby effected, the Purchaser has been given the Vendors Statement; and
- (b) at the time of signing this Contract the Purchaser received from the Vendor’s selling agent a copy of this Contract.

### **4. Deposit**

#### **4.1 Investment of Deposit**

The parties agree that the Vendor may, but is not obliged to, invest any part of the Deposit with any Bank chosen by the Vendor.

#### **4.2 Interest**

The interest earned on any part of the Deposit invested by the Vendor must be:

- (a) paid to the Vendor upon Settlement of this Contract;
- (b) released and forfeited to the Vendor if this Contract is lawfully terminated by reason of the breach of the Purchaser without prejudice to any other right that the Vendor may have arising from the breach; and
- (c) released to the Purchaser if this Contract is lawfully terminated other than as a result a default on the part of the Purchaser.

#### **4.3 Tax File Numbers**

- (a) Each party must, within 7 days of the day of Sale, notify the Vendor’s Solicitor in writing of its tax file number.
- (b) Each party authorises the Vendor’s Solicitor to give its tax file number to the Bank with which the Deposit is to be invested.
- (c) If the Vendor’s Solicitor is not informed within 7 days of the day of Sale of the tax file numbers for the parties, tax may be deducted from any interest earned on the Deposit at the top marginal rates.

#### **4.4 No Claim**

No claim shall be made against the Vendor’s Solicitor arising from or related to investment of the deposit pursuant to this special condition 4.

### **5. Sale by Auction**

The Property may be offered for sale by auction, subject to the Vendor’s reserve price. The rules for the conduct of the auction shall be as set out in the *Sale of Land (Public Auctions) Regulations 2014* (Vic), or any rule prescribed by regulation which modify or replace those rules.

## **6. Guarantee and Indemnity**

- (a) If the Purchaser is or includes a corporation as defined in the Corporations Act (other than a corporation listed on a recognised stock exchange or one of its wholly owned subsidiaries) it must not later than **ten (10)** days after the Day of Sale deliver to the Vendor a Guarantee and Indemnity in the form of the Guarantee and indemnity **attached** to this Contract in Annexure B executed by its directors and principal shareholders or other persons approved by the Vendor.
- (b) If the Purchaser fails to comply with special condition 6(a), the Vendor may terminate this Contract under general conditions 27 and 28.

## **7. Identity of Land**

Further to general condition 3, the Purchaser:

- (a) admits that the Land as offered for sale and inspected by the Purchaser is identical with that described in the title particulars given in the Vendor's Statement and in the particulars of sale of this Contract;
- (b) agrees that the Vendor will satisfy its obligations under this Contract to deliver possession of the Land or (if appropriate) receipts of its rents and profits, if the Vendor delivers possession of the Land as occupied or (if appropriate) receipts of the rents or profits of the Land as occupied; and
- (c) is not entitled to and must not make any requisition or claim any compensation or refuse to pay the Price or delay Settlement for any alleged misdescription of the Land or deficiency in its area or measurements or any building not being within the boundaries of the Land or to call upon the Vendor to amend title or to bear all or part of the cost of doing so.

## **8. User Restrictions and Reservations**

### **8.1 Purchaser buys subject to**

The Purchaser buys the Property subject to:

- (a) any restriction on its use or development including pursuant to the *Planning and Environment Act 1987* (Vic);
- (b) any order, regulation or by law made by any authority empowered by any legislation to control the use of the Land;
- (c) any planning scheme or planning permit, any agreement made under Section 173 of the *Planning and Environment Act 1987* (Vic) affecting the Property and any other law or local law restricting or controlling the use or development of the Property or otherwise affecting the Property; and
- (d) any notices or orders issued in respect of the Property or Land issued by an Authority (including any notices or orders issued under the *Building Act 1993* (Vic) or the *Planning and Environment Act 1993* (Vic) and their associated regulations).

### **8.2 No Objection**

- (a) No restriction or other matter described or set out in special condition 8.1 shall constitute a defect in the Vendor's title or affect the validity of this Contract.
- (b) The Purchaser is not entitled to and must not make any requisition, claim or objection or delay of Settlement nor is entitled to any compensation from the Vendor in respect of any restriction or other matter described or set out in special condition 8.1.
- (c) The Purchaser shall not be entitled to rely upon any representations or statements

made by the Vendor or its agent in respect of the use to which the Property may be put unless the same are included in this Contract.

- (d) The Purchaser is not entitled to deliver requisitions on title to the Vendor.

## **9. Vendor's warranties and disclosure**

### **9.1 Vendor's warranties**

The Vendor makes the following representations and warranties to the Purchaser on the Day of Sale:

- (a) the Vendor:
- (i) has power to enter into this Contract and perform all its obligations under it; and
  - (ii) has properly executed this Contract;
- (b) this Contract is:
- (i) a legal, valid and binding agreement of the Vendor; and
  - (ii) enforceable against the Vendor in accordance with its terms;
- (c) the execution, delivery and performance by the Vendor of this Contract does not contravene the constituent documents of the Vendor; and
- (d) the execution, delivery and performance by the Vendor of this Contract:
- (i) does not contravene any law by which the Vendor is bound or to which any of the assets of the Vendor are subject; and
  - (ii) does not exceed its powers or the powers of its directors (if applicable).

### **9.2 No warranty**

The Vendor gives no warranty to the Purchaser as to:

- (a) the suitability of the Property or the Goods or the Property's or the Good's fitness for any purpose or as to the use to which the Property may be put following Settlement;
- (b) about the nature, condition, quality or state of repair of the Property or Goods;
- (c) about any defects (latent or patent), dilapidation or infestation of the Property (including any matters relating to any environment law);
- (d) about any financial return or income that can be derived from the Property;
- (e) as to the nature or force or effect or the validity of any town planning permits issued in relation to the Property or of the compliance with those permits;
- (f) about any use permitted by law or any development to which the Property may be put;
- (g) as to whether the Property or the Goods is suitable for the Purchaser's intended purpose;
- (h) as to whether the Property complies with Environment Laws or any other Laws;
- (i) that any improvements lie within the boundaries of the Property; or
- (j) that any improvements of third parties do not or will not encroach on the Property.

## **10. Goods**

### **10.1 Title to Goods**

The title to and property in the Goods sold by this Contract passes to the Purchaser on Settlement.

### **10.2 Condition of Goods**

Without limitation on anything in this special condition the Purchaser acknowledges that it purchases the Goods in their present condition and state of repair as at the Day of Sale of this Contract and subject to all faults and defects in the Goods. The Purchaser is not entitled to and cannot make any requisition, objection or claim any compensation in relation to the state of repair or condition of the Goods.

## **11. Releases**

### **11.1 Entire Agreement**

The Purchaser acknowledges that:

- (a) This Contract contains all the terms of the sale of the Property by the Vendor to the Purchaser;
- (b) There are no promises, representations, or warranties made by the Vendor or any person on its behalf, including the Vendor's estate agent which induced the Purchaser to enter into this Contract;
- (c) None of the Vendor's estate agent, the Vendor's legal practitioners or any consultants, agent or employee or anyone else acting or purporting to act on behalf of the Vendor has any authority in relation to the sale of the Property to make any promise, representation or warranty binding on the Vendor which is not included in this contract; and
- (d) Any promises, representations, or warranties to the extent that they have been made are expressly negated and withdrawn.

### **11.2 Own Inspections**

The Purchaser acknowledges and agrees that the Purchaser:

- (a) has purchased the Property as a result of the Purchaser's own inspection and enquiries relating to the Property; and
- (b) does not rely on any representation or warranty of any kind made by the Vendor or anyone on its behalf including without limitation any made in relation to the amount of stamp duty the Purchaser may be required to pay in relation to the Property except the Vendor's warranties (if any) set out in this Contract.

### **11.3 Repudiation**

- (a) The Vendor may at its sole discretion treat as repudiation of this Contract by the Purchaser and may accept that repudiation and end this Contract if any claim is made by the Purchaser that the Vendor or anyone on its behalf made any misrepresentation to the Purchaser in relation to the Property or this Contract.
- (b) The Deposit paid by the Purchaser under this Contract is to be refunded to the Purchaser if this Contract is ended under special condition 11.3(a) and the Purchaser will have no further claim against the Vendor or any other person in relation to the alleged misrepresentation.

### **11.4 Condition of Property**

- (a) Without limitation on anything in this special condition the Purchaser agrees that it purchases the Property in its present position, condition and state of repair as at the Day of Sale of this Contract and subject to all faults and defects in the Property

both patent and latent and subject to all Contaminants that may be in or on or under or emanating from or migrating onto the Property and subject to all dilapidations and infestations.

- (b) The Purchaser is not entitled to and cannot make any requisition, objection or claim for compensation in relation to:
- (i) the state of repair or condition of the Property;
  - (ii) any encroachment onto the Land or any encroachment by buildings on the Land over abutting lands or in relation to the location of any fences on the Land or on abutting lands;
  - (iii) any non-compliance of the improvements or any alternations or additions thereto with the provisions of the Local Government Act 1989 (Vic), Planning and Environment Act 1987 (Vic), Building Act 1993 (Vic) or any other Act relating to such improvements or any regulations made under such Acts or with the requirements of any Authority;
  - (iv) any matter disclosed in any owners corporation certificates concerning any building notice or order or emergency building notice or order and any item referred to in the minutes of the annual general meeting of the owners corporation contained in the Vendor's Statement (if any); or
  - (v) any failure to comply with any planning scheme, planning permit, restrictive covenant or other restriction affecting the Property or any failure to comply with any building regulation,

and the Purchaser acknowledges and agrees that none of the matters described or set out in this special condition constitutes a defect in the Vendor's title.

- (c) The Purchaser shall not require the Vendor to remedy, remove or undertake any works in respect of any notices or orders issued in respect of the Property or Land (or any Building thereon) pursuant to the *Building Act 1993* (Vic), *Planning & Environment Act 1987* (Vic) or *Local Government Act 1989* (Vic) and includes their associate regulations (including any notices or orders disclosed in the Vendor's Statement).
- (d) The Vendor is not required to obtain any certificate/s of final inspection or occupancy permit in respect of any building permit or other permit issued in respect of the Property or Land (including any Building thereon).

## **12. Environmental**

### **12.1 No Warranty**

The Purchaser acknowledges that the Vendor makes no representation, statement, claim or warranty of any nature about:

- (a) any Contaminant in, on, under or emanating from the Property or from adjacent property or groundwater; or
- (b) the compliance of the Property with any Environment Law.

### **12.2 No Objection**

The Purchaser cannot make any objection, requisition or claim for compensation or delay payment of the Price or otherwise rescind or terminate this Contract because:

- (a) of the use, presence, removal, storage, disposal or escape of any Contaminant in, on, under or emanating from the Property or from adjacent property or groundwater; or

- (b) the physical condition of the Property (including the soil, groundwater and sub-surface or any Contaminant):
  - (i) makes the Property unsuitable or unfit for any use or development; or
  - (ii) makes the Property, the Vendor, the Purchaser or the owner or the occupier of the Property liable for any Loss, including any Loss arising from or in respect of any claim or Requirement imposed by any person or Authority or under Environment Law or any other Law whether now or at any time in the future.

### **12.3 Liability**

As from Settlement, the Purchaser:

- (a) assumes full liability and responsibility for the presence of any Contaminant in or on or under or emanating from or migrating onto the Property and any process or facility undertaken on the Property at any time whether before or after the Day of Sale and must comply with all laws and requirements of any authority in relation to such Contaminants; and
- (b) is liable for and releases the Vendor from and indemnifies and must keep indemnified the Vendor from and against:
  - (i) all Loss and damage the Vendor may suffer or incur because of any Contaminant being in or on or under or emanating from or migrating onto the Property;
  - (ii) any Requirement imposed by any Authority or under Environment Law or other Law:
    - (A) for the use, presence, removal, storage, disposal or escape of any Contaminant in, on, under or emanating from the Property or from adjacent property or groundwater;
    - (B) requiring the remediation of the Property;
    - (C) requiring the removal, storage, disposal or treatment of any Contaminant; or
    - (D) requiring any works or treatment or activity to be carried out on the Property.

### **12.4 No merger**

This special condition 12.4 will not merge on completion of this Contract and each indemnity given continues after completion of this Contract.

## **13. Existing Services**

The Purchaser acknowledges and agrees that the Purchaser:

- (a) takes title subject to the existing Services (if any) and the existing rights (if any) to use them; and
- (b) cannot make any objection, requisition or claim for compensation or delay Settlement or otherwise rescind or terminate this Contract because:
  - (i) any connections are made through any other Property and no rights or easements for the Services exist;
  - (ii) any rights or easements cannot be obtained or there are defects in the Services;

- (iii) any water or sewerage main or any underground or surface storm water drain or any gas or electric light or other services pass through, over or under the Property; or
- (iv) at the Day of Sale or at the date of settlement any statutory easement for the Services exists.

**14. Safety**

The Purchaser must not raise any requisition or objection or claim any compensation in relation to anything done by the Vendor which the Vendor considers necessary for the safety or protection of the Property or any person on or near the Property or for the protection of the interest of any occupier of the Property.

**15. Outgoings**

**15.1 Apportionment of Outgoings**

All Outgoings must be apportioned between the parties at Settlement by way of an allowance on Settlement so that:

- (a) the Vendor is to pay all Outgoings relating to the period up to and including the Settlement Date; and
- (b) the Purchaser is to pay the Outgoings relating to the period after the Settlement Date.

**15.2 Means of adjustments**

All Outgoings must be apportioned:

- (a) in the case of those levied but unpaid, on the amount payable disregarding any discount for early payment;
- (b) in the case of those not levied but where the amount can be ascertained by advice from the relevant rating and taxing authority, on the amount advised by the relevant rating and taxing authority disregarding any discount for early payment; and
- (c) in the case of those not levied and not ascertainable from the relevant rating and taxing authority and where a separate assessment was issued for the Land for the assessment period immediately before the Settlement Date, on the amount payable in that separate assessment disregarding any discount for early payment.

**15.3 Land Tax**

Despite any other provision in this Contract, for the purposes of the Statement of the Adjustments, land tax shall be adjusted on the following basis:

- (a) Land tax shall be calculated on an aggregate basis (pursuant to the Land Tax Act 2005 (Vic)) and the Purchaser shall pay land tax on a proportional basis as assessed by the State Revenue Office of Victoria in respect of the Land (including any trust and surcharges imposed) which shall be adjusted at the date of settlement; and
- (b) Any personal statutory benefit available to the Vendor is disregarded in calculation of the adjustment.

PROVIDED THAT the special condition shall not apply to any amount of land tax to which section 10G of the *Sale of Land Act 1962* applies.

**15.4 Adjustment to Purchase Price**

For the avoidance of doubt, the Vendor and the Purchaser agree that any adjustment under this contract is an adjustment to the Price for GST purposes for the supply of the Property.

## **16. Warranties and Covenants**

### **16.1 Purchaser's Warranties**

The Purchaser warrants to the Vendor that:

- (a) the Purchaser is empowered to enter this Contract and can either do so without consent from any other person or has already obtained that consent;
- (b) the Purchaser enters into this Contract in reliance on its own inspection of and enquiries relating to the Property;
- (c) the Purchaser is duly empowered to enter into this Contract and is not inhibited from entering into this Contract by any reason whatsoever and without limiting the generality of the foregoing by reason of any trust, charge or undertaking; and
- (d) the Purchaser will not:
  - (i) make any application for a permit under the *Planning and Environment Act 1987 (Vic)* in respect of the Property; and/or
  - (ii) make any application to amend any planning permit issued in of the Property prior to Settlement without the written consent of the Vendor (which consent may be withheld at the Vendor's absolute discretion).

### **16.2 Vendor's Warranties**

The Vendor warrants to the Purchaser that:

- (a) (If the Vendor is a corporation) the Vendor is a body corporate duly formed or incorporated in the State of Victoria or in some other State or Territory of the Commonwealth of Australia;
- (b) the consent or licence of any person or body is not required to the Vendor entering into this Contract or the sale hereby effected; and
- (c) the Vendor is duly empowered to enter into this Contract and is not inhibited from entering into this Contract by any reason whatsoever and without limiting the generality of the foregoing by reason of any trust, charge or undertaking.

### **16.3 Execution**

- (a) If the Purchaser is a corporation and if this Contract has been signed by a person as a director for and on behalf of that corporation that person hereby represents and warrants to the Vendor as an additional inducement to the Vendor entering into this Contract that it has authority pursuant to the constitution of that corporation (or otherwise if that corporation is a foreign corporation) to bind that corporation to all the provisions contained in this Contract.
- (b) If the Vendor is a corporation and if this Contract has been signed by a person as a director for and on behalf of that corporation that person hereby represents and warrants to the Purchaser as an additional inducement to the Purchaser entering into this Contract that it has authority pursuant to the constitution of that corporation (or otherwise if that corporation is a foreign corporation) to bind that corporation to all the provisions contained in this Contract.

## **17. FIRB Approval**

The Purchaser warrants to the Vendor that:

- (a) the Purchaser is not prohibited by or under any law including without limitation the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* from entering into or completing this Contract; and

- (b) any approval:
- (i) required under the Foreign Acquisition and Takeovers Act 1975 (Cth);
  - (ii) of the Reserve Bank of Australia under the *Banking (Foreign Exchange) Regulations 1959*;
  - (iii) required under any foreign investment policy guidelines of the Commonwealth Government; and
  - (iv) required from any person or Authority or under any Law,
- to enter this Contract is not required or has been obtained or that a statement of non-objection in connection with the *Foreign Acquisition and Takeovers Act 1975 (Cth)* or the guidelines has been obtained.

## **18. Nomination**

### **18.1 Right to Nominate**

The Purchaser cannot nominate an additional or substitute purchaser except in accordance with this special condition.

### **18.2 Requirements**

To nominate an additional or substitute transferee the Purchaser must deliver to the Vendor not later than 21 days prior to the Settlement Date:

- (a) a notice of nomination signed by the additional or substitute transferee and the Purchaser;
- (b) a copy of any completed and properly executed statutory declaration the State Revenue Office requires the Purchaser or Nominee to make;
- (c) a deed under seal (in the form or to the effect of the Deed Regarding Nomination **attached** to this Contract in Annexure C) properly executed in which each nominated additional or substitute transferee jointly and severally confirms to the Vendor that they will comply with all the Purchaser's obligations under this Contract including without limitation any that are capable of having effect after Settlement and under which each jointly and severally indemnifies the Vendor in terms identical to every indemnity given or to be given by the Purchaser under this Contract;
- (d) \$550.00 representing the costs including GST that will be incurred by the Vendor in relation to that nomination and which costs are payable by the nominee under the deed referred to in this special condition; and
- (e) a Guarantee and Indemnity (in the form of the Guarantee and Indemnity **attached** to this Contract in Annexure B) properly executed by the directors or principal shareholders of the nominee or other persons approved by the Vendor if the nominee is a corporation as defined in the Corporations Act (other than a corporation listed on a recognised stock exchange or one of its wholly owned subsidiaries).

### **18.3 No Release**

The Purchaser acknowledges and agrees that the Purchaser nominating an additional or substitute transferee will not relieve the Purchaser of its obligations under this Contract either before or after the date of nomination and the Purchaser remains liable under this Contract.

### **18.4 Loss**

If the Vendor suffers or incurs any Loss as a result of the nomination of an additional or substitute transferee by the Purchaser, the Purchaser is liable for and indemnifies the Vendor against such Loss.

## 19. Foreign Resident Capital Gains Withholding

- (a) Words defined or used in Subdivision 14-D of Schedule 1 to the *Tax Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- (b) 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 *Tax Administration Act 1953 (Cth)*.
- (c) This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 of the *Tax Administration Act 1953 (Cth)* (**the amount**) because one or more of the Vendors is a foreign resident, and a transaction is not excluded under section 14-215 of Schedule 1 the *Tax Administration Act 1953 (Cth)*.
- (d) 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.
- (e) The Purchaser must:
  - (i) engage a legal practitioner or conveyancer (**representative**) to conduct all legal aspects of Settlement, including the performance of the Purchaser's obligations in this special condition; and
  - (ii) ensure that the representative does so.
- (f) 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:
  - (i) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practically possible, from moneys under the control or direction of the representative in accordance with this special condition if sale of the Property settles;
  - (ii) promptly provide the Vendor with proof of payment; and
  - (iii) otherwise comply, or ensure compliance with, this special condition;despite:
  - (iv) any contrary instructions, other than from both the Purchaser and the Vendor; and
  - (v) any other provision in this Contract to the contrary.
- (g) The representative is taken to have complied with the obligations in special condition 19(f) if:
  - (i) 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
  - (ii) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- (h) Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Tax Administration Act 1953 (Cth)* must be given to the Purchaser at least 5 Business Days before the

Settlement Date.

- (i) The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Tax 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.
- (j) The Purchaser is responsible for any penalties and interests payable to the Commissioner on account of late payment of the amount.

The following new General condition 15B is added to the General Conditions:

**15B GST WITHHOLDING**

- 15B.1** Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Taxation Administration Act 1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 15B.2** This general condition 15B applies if the purchaser is required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3** The amount is to be deducted from the vendor's entitlement to the contract consideration whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4** The Purchaser must:
- a. engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - b. ensure that the representative does so.
- 15B.5** The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- a. pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - b. promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - c. otherwise comply, or ensure compliance, with this general condition;

despite:

- d. any contrary instructions, other than from both the purchaser and the vendor;  
and
- e. any other provision in this contract to the contrary.

**15B.6** The representative is taken to have complied with the requirements of general condition 15B.5 if:

- a. 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.

**15B.7** The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

- a. so agreed by the vendor in writing; and
- b. the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the Purchaser gives the bank cheque in accordance with this general condition 15B.7, the Vendor must:

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

**15B.8** 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 14-250 of Schedule 1 to 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.

**15B.9** The Vendor warrants that:

- a. at Settlement the premises are not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- b. the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

**15B.10** The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- a. the penalties or interest arise from the vendor's failure, including breach of a

warranty in general condition 15B.9; or

- b. the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

## **20. Delivery of Transfer and Statement of Adjustments**

### **20.1 Delivery of Transfer**

The Purchaser shall deliver the transfer of land, prepared in accordance with this special condition, to the Vendor at least **ten (10) Business Days** before Settlement. The delivery of the transfer of land 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 the document at least three (3) days before Settlement.

### **20.2 Failure to Deliver Transfer**

If the Purchaser fails to deliver the transfer of land in accordance with special condition 20.1, the Vendor is not required to effect Settlement until **ten (10) Business Days** after the transfer of land has been delivered to the Vendor, and the Purchaser shall be deemed to have made default in payment of the balance of the Price from the Settlement Date until the date that is **ten (10) Business Days** from the date on which the transfer of land is delivered to the Vendor in accordance with special condition 20.1.

### **20.3 Statement of Adjustments**

The Purchaser must deliver the Statement of Adjustments to the Vendor's Solicitor at least **ten (10) Business Days** before the earlier of:

- (a) the date the balance of the Price is required to be paid under this Contract; and
- (b) the date the Purchaser becomes entitled to possession or receipt of the rents and profits of the Property.

### **20.4 Failure to Deliver Adjustments**

If the Purchaser fails to deliver the Statement of Adjustments in accordance with this special condition 20.3, the Vendor is not required to effect Settlement until **ten (10) Business Days** after the Statement of Adjustments are delivered to the Vendor's Solicitor, and the Purchaser shall be deemed to have made default in payment of the balance of the Price from the Settlement Date until the date that is **ten (10) Business Days** from the date on which the Statement of Adjustments is delivered to the Vendor's Solicitors in accordance with special condition 20.3.

### **20.5 Adjustments Documents**

The Purchaser must provide to the Vendor with the Statement of Adjustments copies of all certificates and other information used to calculate the Statement of Adjustments.

## **21. Release of Security Interest**

The Purchaser acknowledges and agrees that the Vendor is not required to provide the Purchaser at settlement with any release of a security interest under the provisions of the *Personal Property Securities Act 2009 (Cth)*.

## **22. Limitation of Liability**

The Purchaser acknowledges that if the Vendor enters into this Contract solely in its capacity as trustee for a trust, then any liability of the Vendor relating to the transaction recorded in this Contract therefore is not personal and is limited to the extent to which the Vendor is actually

indemnified out of the assets of that trust, and the Purchaser acknowledges that the Vendor bears no personal liability under this Contract.

**23. Assignment**

The Vendor has the power to mortgage, charge the Property or assign the benefit of this Contract, and under this power will be entitled to execute any mortgage, charge, assignment and further to execute other documents as may be required by its mortgagee, charge or assignee for the purposes of obtaining monies for the benefit of the Vendor.

**24. Mathematical Mistakes**

The parties agree that:

- (a) within **three (3) months** of Settlement a party may give notice to the other that a mathematical mistake has occurred in calculation of any amount paid under this Contract;
- (b) if a notice under this special condition is given then the parties must correct the mistake and the appropriate amount must be paid by one party to the other; and
- (c) this special condition creates rights and remedies in addition to those that may otherwise exist as a result of a mathematical mistake.

**25. Dealings**

The Purchaser agrees that if:

- (a) the Purchaser shall sell or agree to sell the Land or any part thereof or if it shall assign, charge, mortgage, pledge or otherwise encumber its interests in the Land pursuant to or by virtue of this Contract without the Vendor's prior written consent; or
- (b) the Purchaser commits an act of bankruptcy or being a company goes into liquidation (whether voluntarily or compulsorily) or if an official manager or receiver or receiver and manager or an administrator is appointed in respect of any of the Purchaser's assets; or
- (c) execution is levied against the Purchaser and which execution remains unsatisfied for **seven (7) days**,

then the whole of the balance of the Price, interest and all other monies due hereunder to the Vendor shall, at the Vendor's option, become immediately due and payable and recoverable from the Purchaser.

**26. Failure to provide Deposit or Guarantee**

**26.1 Default**

If the Purchaser:

- (a) fails to pay the Deposit within the time required by this Contract; or
- (b) pays the Deposit by a cheque and the cheque is not paid on presentation

then the Purchaser will immediately and without notice be in default under this Contract.

**26.2 General Conditions**

If:

- (a) the Purchaser breaches special condition 26.1, then general conditions 27.1, 27.2 and 28.2 will not apply and the Vendor may end this Contract in writing to the Purchaser at any time after the breach; and
- (b) the Vendor ends this Contract under special condition 26.2(a), then general condition 28.4 will apply as if this Contract had been ended by a default notice

under general condition 28.2.

**27. Default by Purchaser**

**27.1 Indemnity**

The Purchaser is liable for and indemnifies and keeps the Vendor indemnified against all Loss suffered or incurred directly or indirectly by the Vendor caused or contributed to by the Purchaser breaching any provision of this Contract including:

- (a) interest;
- (b) the cost of obtaining bridging finance or other credit accommodation to complete the Vendor's purchase of another property and interest, charges and fees charged on the bridging finance or other credit accommodation;
- (c) interest, charges and other expenses payable by the Vendor under any existing mortgage over the Property calculated from the due date for Settlement;
- (d) legal costs and expenses as between solicitor and own client;
- (e) penalties and any other expenses payable by the Vendor through any delay in Settlement of the Vendor's purchase of another property; and
- (f) any consequential Loss suffered by the Vendor.

**27.2 Loss**

The Purchaser is deemed not to have cured the default until all Loss has been paid in full to the Vendor.

**27.3 No Limitation**

Nothing in this special condition 27 limits or prejudices the Vendor's rights if the Purchaser defaults under this Contract and the Purchaser acknowledges and agrees that the amounts payable under special condition 27.1 do not constitute a penalty but constitute notice to the Purchaser of the loss the Vendor may suffer as a consequence of the Purchaser's default.

**27.4 No Merger**

This special condition 27 will not merge on either the Settlement or the termination of this Contract and each indemnity given continues after Settlement or termination of this Contract.

**28. Default by Vendor**

If this Contract ends by a default notice given to the Vendor by the Purchaser the Purchaser must be repaid any money under this Contract and paid any interest and reasonable costs payable under this Contract.

**29. General**

**29.1 Joint and Several**

If there shall be more than one Purchaser the agreements, obligations and indemnities of and given by the Purchaser under this Contract and the conditions thereof shall bind them and any two or more of them jointly and each of them severally.

**29.2 General Obligations**

Each term, condition and stipulation herein contained in this Contract is separate and independent and shall be so construed and interpreted and shall be deemed to be severable.

**29.3 Purchaser's Obligations**

Any expressed or implied obligation imposed on the Purchaser under this Contract will bind the Purchaser's agents, contractors, employees and any other person claiming through or under the Purchaser and the Purchaser must procure each of its agents, contractors, employees and any other person claiming through or under the Purchaser to comply with that obligation.

#### **29.4 Purchaser's Buying Unequal Interests**

- (a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Property (**proportions**).
- (b) If the proportions recorded in the Transfer differ from those recorded in the contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- (c) The Purchasers fully indemnify and keep the Vendor, the Vendor's Estate Agent and the Vendor's Solicitors indemnified against any Loss 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.
- (d) This special condition 29.4 will not merge on completion.

#### **29.5 Stamp Duty**

- (a) The Purchaser agrees:
  - (i) that the Purchaser shall cause any statutory declaration/s delivered by the Vendor pursuant to the *Duties Act 2000* (Vic) to be presented to the State Revenue Office when each instrument of transfer of the land hereby sold is presented to the said State Revenue Office for stamping;
  - (ii) to indemnify and keep indemnified the Vendor against all losses damages claims demands penalties and liabilities howsoever arising directly or indirectly as a result of the Purchaser's failure to comply with special condition 29.5(a)(i);
- (b) The Purchaser is liable for and indemnifies and will keep indemnified at all times the Vendor against all liabilities, claims, proceedings and penalties whatsoever under the *Duties Act 2000* (Vic) relating to the Contract and/or any substitute contract and/or the instruments of transfer or conveyance of the Property.
- (c) The provisions of this special condition shall remain in full force and effect notwithstanding completion of this sale and purchase of the Property and shall not merge in the said instrument of transfer.

#### **29.6 Notices**

- (a) A notice or communication to be served or given under this Contract:
  - (i) must be in writing, in English;
  - (ii) may be made or given by a legal practitioner for a party;
  - (iii) may be served or given by any lawful means of service within the State of Victoria including without limitation service by hand delivery, ordinary, certified or registered pre-paid post, by facsimile transmission, by email, or by any other manner authorised by the Supreme Court Rules for service of documents on parties or their legal practitioners.
- (b) The date a notice under this Contract is deemed served, given and received is:
  - (i) if delivered by hand, the day of delivery but if delivery takes place after **4.00 pm** on a Business Day or on a day that is not a Business Day then it is deemed served, given and received on the next Business Day;
  - (ii) if posted, on the next Business Day after the day it is posted;
  - (iii) if by facsimile transmission, on the day of transmission but if transmission is

not commenced on and completed by **4.00 pm** on a Business Day then it is deemed served, given and received on the next Business Day;

- (iv) if by email, at the time of receipt as provided in section 13A of the *Electronic Transactions (Victoria) Act 2000*; and
  - (v) if by another manner authorised by the Supreme Court Rules on the next Business Day after the day it is delivered in that manner.
- (c) The address at which a party may be served or given notices under this document is its address as appearing in this Contract or the address of the party's solicitor or other representative as appearing in this Contract or such other address for service as a party or its solicitor notifies the other parties of in writing.

#### **29.7 Non Merger**

Any provision of this Contract which binds the Purchaser and which is capable of having effect after Settlement including without limitation the Purchaser's warranties and indemnities given in this Contract will not merge on Settlement and will continue in full force.

#### **29.8 Further Assurances**

The parties agree to sign all documents and do all things reasonably required to give full effect to the transactions recorded in this Contract.

#### **29.9 Severability**

- (a) As far as is possible this Contract is to be construed so as not to be void, voidable, unenforceable or illegal.
- (b) If any part of this Contract is void, voidable, unenforceable or illegal by operation of any law, then the offending part of this Contract as far as is possible is to be read down to the extent necessary to ensure that it is not invalid, unenforceable or illegal but if it cannot be so read down then it is to be deemed severed without affecting the remainder of this Contract which will continue to apply with full force and effect as amended.

#### **29.10 Waiver**

- (a) A waiver by any party of breach of any provision in this Contract or any rights arising under it is not effective unless that waiver is in writing and is signed by the party granting the waiver or its legal practitioner.
- (b) No waiver will:
  - (i) vitiate the remainder of this Contract which will continue to apply with full force and effect; nor
  - (ii) prevent the exercise of any other provision or part of this Contract or any other right arising under it.

#### **29.11 Counterparts**

This Contract may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

#### **29.12 Governing Law and Jurisdiction**

- (a) This Contract is governed by the laws of Victoria; and
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the Courts of Victoria.

### **29.13 Vendor's Rights**

Any expressly or implied right granted to the Vendor under this Contract may be exercised by the Vendor's agents, contractors or employees.

### **29.14 Variation**

A variation of any term of this Contract must be in writing and signed by the parties.

### **29.15 Enforcement of Indemnity**

It is not necessary for the Vendor to incur expense or make payment before enforcing a right of indemnity conferred under this Contract.

## **30. Electronic Conveyancing**

### **30.1 Definitions**

- (a) In this special condition, a term used but not defined has the same meaning in this special condition as it has in the ECNL; and
- (b) "**ECNL**" means the Electronic Conveyancing National Law as adopted or implemented in a Jurisdiction by the Application Law, as amended from time to time.

### **30.2 Electronic Settlement**

- (a) Unless the Vendor elects otherwise (in its own discretion and subject to ECNL requirements), Settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the Land must be conducted electronically in accordance with the ECNL.
- (b) Each party must:
  - (i) be, or engage a representative who is a Subscriber
  - (ii) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a Subscriber; and
  - (iii) conduct the transaction in accordance with the ECNL
- (c) The Vendor will open the Electronic Workspace prior to Settlement. The inclusion of a specific date for Settlement in an Electronic Workspace is not of itself a promise to settle on that date.
- (d) The Vendor will nominate a time for locking of the Electronic Workspace before the due date for Settlement.
- (e) Settlement occurs when the Electronic Workspace records that:
  - (i) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (ii) if there is no exchange of funds or value, the documents necessary to enable the Purchaser to become registered proprietor of the Land have been accepted for electronic lodgement.
- (f) The parties must do everything reasonably necessary to effect settlement: electronically on the next business day, if after the locking of the workspace at the nominated settlement time, settlement in accordance with this special condition has not occurred by 4:30pm, or 6:00pm if the nominated time for settlement is after 4:00pm.
- (g) Each party must do everything reasonably necessary to assist the other party to

trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

### **31. Contract Signing**

#### **31.1 Electronic Signature**

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

## ANNEXURE B – GUARANTEE AND INDEMNITY

THIS GUARANTEE AND INDEMNITY dated \_\_\_\_\_ 2025

BY

.....

of .....

(Guarantor)

### IN FAVOUR OF:

Michael Lanteri  
of Ground Floor, 1 Collins Street, Melbourne VIC 3000

(Vendor)

### OPERATIVE PART

#### 1. Definitions and Interpretation

##### 1.1 Definitions

<b>Business Day</b>	means a day on which banks are open for business in Melbourne, Victoria or other place where the notice or other communication is received or where an act is to be done, excluding a Saturday, Sunday or a public holiday
<b>Contract</b>	means the contract of sale of real estate dated on or around the date of this Guarantee between the Vendor and the Purchaser for the sale and purchase of the Property.
<b>Property</b>	means the Land in the Particulars of Sale of the Contract.
<b>Purchaser</b>	means named Purchaser in the Particulars of Sale of the Contract

##### 1.2 Interpretation

In this guarantee and indemnity unless the context otherwise requires:

- (a) the expression **Guarantor** is all of the persons named as Guarantor jointly and each of them severally;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;

- (d) other parts of speech and grammatical forms of a word or phrase defined in this guarantee and indemnity have a corresponding meaning;
- (e) reference to persons include corporations and bodies;
- (f) a reference to a party includes that party's successors, legal personal representatives and permitted assigns;
- (g) a reference to an act, statute, regulation, proclamation, ordinance or by-law includes all acts, statutes, regulations, proclamations, ordinances or by-laws varying, amending, consolidating, updating or replacing it, and a reference to an act or statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (h) a reference to a document or agreement includes all amendments or supplements to, or replacements or novations of, that document or agreement;
- (i) a reference to a clause, party, schedule or annexure is a reference to a clause of, and a party, schedule and annexure to this guarantee and indemnity and a reference to this guarantee and indemnity includes any schedules and annexures;
- (j) a reference to \$ is a reference to the currency of Australia; and
- (k) headings are for convenience only and do not affect the interpretation of this guarantee and indemnity.
- (l) Capitalised terms in this Guarantee have the meaning given to them in the Contract, unless the context otherwise requires.

### **1.3 Business Day**

Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.

## **2. Consideration**

The Guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into the Contract at the Guarantor's request.

## **3. Guarantee**

The Guarantor irrevocably and unconditionally guarantees to the Vendor:

- (a) the due and punctual payment of all monies which the Purchaser must pay under the Contract, including all monies which the Purchaser must pay due to any default; and
- (b) the performance and observance of all terms and conditions of the Contract by the Purchaser,

and if at any time the Purchaser defaults in the payment of any monies or compliance with any of the terms and conditions under the Contract then the Guarantor must on demand pay all monies payable by the Purchaser or comply with those terms and conditions or both.

## **4. Indemnity**

As a separate and independent obligation from clause 3, the Guarantor irrevocably and unconditionally indemnifies the Vendor and will keep the Vendor indemnified against all losses, damages, penalties, costs, charges and expenses which the Vendor may incur or suffer because of:

- (a) any default by the Purchaser in the payment of any monies under the Contract;
- (b) any default by the Purchaser in the performance and observance of any of the terms and conditions of the Contract; and
- (c) the Vendor not being able to recover all of the monies from the Purchaser or enforce all of the Purchaser's obligations under the Contract for any reason,

whether or not the Vendor or the Guarantor knew or should have known about the circumstance that gives rise to a claim under this clause 4.

## **5. Joint and Several Liability**

### **5.1 Jointly and severally**

Where the Guarantor consists of more than one person, the Guarantor's obligations in this guarantee and indemnity will bind all those persons jointly and severally.

### **5.2 Guarantee and indemnity binding**

This guarantee and indemnity binds each of the persons who execute the guarantee and indemnity as a Guarantor even if:

- (a) any one or more of the other persons named as a Guarantor do not execute this guarantee and indemnity; or
- (b) execution by one or more of those other persons is or becomes void, voidable, illegal or unenforceable.

### **5.3 Vendor's rights**

The Vendor may enforce its rights under this guarantee and indemnity and proceed against any one or more of the persons named as Guarantor in the manner, order and at the times the Vendor determines in its discretion. The Vendor is not required to enforce its rights or proceed against all the persons named as the Guarantor.

### **5.4 Notices**

A notice given by the Vendor to any one Guarantor is to be considered to have been given to all of the persons named as the Guarantor.

## **6. Guarantor's Liability not Released**

The Guarantor's liability under this guarantee and indemnity will not be affected by anything which would wholly or partly release or discharge the Guarantor including but not limited to:

- (a) the Vendor giving to the Purchaser any time, concession, waiver or other indulgence or any surety for or in relation to the observance or performance of the Purchaser's obligations;

- (b) any variation being made to the terms and conditions of the Contract or its subsequent termination, other than by due exercise by the Purchaser of its rights under the Contract;
- (c) any other security or contractual obligations to secure the Purchaser's obligations being or not being taken, held, renewed, varied or enforced by the Vendor or that security being void, defective, informal or unenforceable for any reason or a preference;
- (d) all or any of the Purchaser's obligations being released or discharged other than by their due performance or observation under the Contract;
- (e) the liquidation, bankruptcy, insolvency or death of the Purchaser or any person named as Guarantor;
- (f) the Vendor abandoning or transferring any right, compromising with or releasing the Purchaser or any person named as Guarantor;
- (g) the Vendor obtaining judgment against the Purchaser or any person named as Guarantor for monies secured under this guarantee and indemnity;
- (h) anything done or omitted to be done by the Vendor or by anything else which, under the law relating to sureties, might, but for this clause operate to wholly or partially release or discharge any of the Guarantors from their liability; and
- (i) the failure by any Guarantor to execute this guarantee and indemnity or not executing it correctly.

## **7. Enforceability of Guarantee and Indemnity**

The Vendor:

- (a) can enforce this guarantee and indemnity without first taking any action against the Purchaser;
- (b) may determine when the Vendor will enforce this guarantee and indemnity; and
- (c) will have the right to recover if any payment made by the Purchaser or on the Purchaser's behalf is avoided or set aside by reason under any statutory provision, then the payment will not be deemed to have prejudiced or affected this guarantee and indemnity or the Vendor's rights to recover the payment and the monies secured must be reinstated to the same position in which it would have been had the payment not been made.

## **8. Continuing Guarantee and Indemnity**

This guarantee and indemnity is a continuing guarantee and indemnity and will remain in force until the Vendor unconditionally releases the Guarantor in writing or until the whole of the Guarantor's obligations under this guarantee and indemnity have been performed and complied with in full.

## **9. Waiver**

The Guarantor waives under this guarantee and indemnity:

- (a) any right the Guarantor has of requiring the Vendor to proceed against or enforce any right against the Purchaser or any other person before claiming against the Guarantor;
- (b) any claim, right of set off or counterclaim or any defence which might reduce or discharge the Guarantor's liability to the Vendor; and
- (c) any legal or equitable rights the Guarantor has that are inconsistent with its obligations.

## **10. Bankruptcy or Liquidation of the Purchaser**

### **10.1 Bankruptcy or liquidation**

If the Purchaser is declared bankrupt or goes into liquidation, the Guarantor must not prove in any bankruptcy or liquidation in competition with the Vendor.

### **10.2 Guarantor allows Vendor**

The Guarantor allows the Vendor to:

- (a) prove for all monies which the Purchaser owes the Vendor; and
- (b) hold a suspense account and appropriate any monies received from the bankruptcy or liquidation until the Vendor has received all monies which the Purchaser owes to the Vendor.

## **11. Other Security**

### **11.1 Other security held**

This guarantee and indemnity does not affect and is not affected by any other security held or which may be held by the Vendor for any monies due under the Contract.

### **11.2 Collateral security**

Any other security held in respect of the obligations under the Contract is deemed to be collateral with this guarantee and indemnity.

### **11.3 No claim**

The Guarantor will not claim the benefit of any security against the Vendor in any proceedings or seek the transfer of any security against the Vendor.

## **12. Costs**

If the Guarantor breaches any of the terms and conditions of this guarantee and indemnity without prejudice to any other term or condition, the Guarantor must:

- (a) pay on demand the Vendor's costs, charges, expenses and disbursements, of and incidental to the default on a full indemnity basis;
- (b) pay on demand all taxes, duties and charges in connection with this guarantee and indemnity; and

- (c) be deemed not to have cured the default until those costs and expenses have been paid in full.

### **13. Interest**

The Guarantor must pay interest on any money payable by the Guarantor under this guarantee and indemnity that is not paid on the due date until payment at a rate 4% higher than the rate for the time being fixed under the *Penalty Interest Rates Act 1983* and calculated on the money overdue during the period of default must be paid to the Vendor without prejudice to any of the Vendor's rights.

### **14. Evidence of Amount Outstanding**

A written statement signed by the Vendor or, if the Vendor is a corporation, by any director, secretary or authorised person of the Vendor stating that an amount payable by the Purchaser to the Vendor under the Contract will be evidence that the amount is due and owing by the Guarantor.

### **15. Partnership**

If the Guarantor comprises a firm or partnership which changes membership (whether by death, retirement or admission of any partner or for any other reason), this guarantee and indemnity continues to bind the Guarantor and the Guarantor agrees that the assets of the firm or partnership will continue to be available to meet the Guarantor's obligations under this guarantee and indemnity.

### **16. Goods and Services Tax**

#### **16.1 Interpretation**

In this clause 16, **GST** and **Tax Invoice** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*.

#### **16.2 Guarantor to pay**

The Guarantor must pay to the Vendor with any payment it makes under this guarantee and indemnity an additional amount equal to any GST payable by the Vendor on the supply for which the payment is made.

#### **16.3 Tax Invoice**

The Vendor must give a Tax Invoice to the Guarantor if the Vendor receives a payment under this clause 16.

### **17. Notices**

Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this guarantee and indemnity:

- (a) must be in legible writing and in English;
- (b) must be signed by the party giving it or the party's authorised officer, attorney or solicitor;

- (c) may be served or given by any lawful means of service within the State of Victoria including without limitation service by hand delivery, ordinary, certified or registered pre-paid post, by facsimile transmission, by email, or by any other manner authorised by the Supreme Court Rules for service of documents on parties or their legal practitioners; and
- (d) is deemed as being received by the addressee:
  - (i) if delivered by hand, the day of delivery but if delivery takes place after 4.00 pm on a Business Day or on a day that is not a Business Day then it is deemed served, given and received on the next Business Day;
  - (ii) if posted, on the next Business Day after the day it is posted;
  - (iii) if by facsimile transmission, on the day of transmission but if transmission is not commenced on and completed by 4.00 pm on a Business Day then it is deemed served, given and received on the next Business Day;
  - (iv) if by email, at the time of receipt as provided in section 13A of the Electronic Transactions (Victoria) Act 2000; and
  - (v) if by another manner authorised by the Supreme Court Rules on the next Business Day after the day it is delivered in that manner.

## **18. General**

### **18.1 Approval and consents**

A party may conditionally or unconditionally give or withhold its approval or consent in its absolute discretion unless this guarantee and indemnity expressly provides otherwise.

### **18.2 Confidentiality**

This guarantee and indemnity and all matters relating to it will be treated by the Guarantor as confidential.

### **18.3 Costs**

The Vendor and the Guarantor will pay their own legal costs, charges and expenses of and incidental to the negotiation, preparation, execution and completion of this guarantee and indemnity.

### **18.4 Counterparts**

This guarantee and indemnity may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

### **18.5 Duty and charges**

The Guarantor must pay all duties, taxes and charges which are payable under this guarantee and indemnity or any payment, receipt or other transaction contemplated by it or by this guarantee and indemnity.

#### **18.6 Entire agreement**

This guarantee and indemnity constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

#### **18.7 Further assurances**

Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this guarantee and indemnity.

#### **18.8 Governing law and jurisdiction**

- (a) This guarantee and indemnity is governed by the laws of Victoria.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

#### **18.9 No merger**

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this guarantee and indemnity for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

#### **18.10 Severance**

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this guarantee and indemnity without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

#### **18.11 Time of essence**

Time is of the essence for the purposes of any time limit stated in this guarantee and indemnity.

#### **18.12 Variation**

A variation of any term of this guarantee and indemnity must be in writing and signed by the parties.

#### **18.13 Waiver**

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

**Executed as a deed**

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2025

**SIGNED SEALED AND DELIVERED** by )

in the presence of: )

)

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (please print)

**SIGNED SEALED AND DELIVERED** by )

in the presence of: )

)

\_\_\_\_\_  
Signature of Guarantor

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (please print)

## **ANNEXURE C – DEED REGARDING NOMINATION**

Relating to a contract between:

**VENDOR**                      Michael Lanteri

**PURCHASER**

---

**PROPERTY**                      **The land together with any improvements known as:**  
  
Unit 211, 96 Charles Street, Fitzroy VIC 3065

**NOMINEE**                      \_\_\_\_\_ **(Contract)**

Under special condition 18 of the Contract between the Vendor and the Purchaser, the Purchaser nominates the Nominee as substitute or additional transferee to take a transfer or conveyance of the Property in lieu of, or in addition to, the Purchaser.

The Purchaser and the Nominee agree that they:

- (a) are jointly and severally liable for the performance of the obligations of the Purchaser under the Contract and payment of all expense resulting from this nomination (including any stamp duty); and
- (b) jointly and severally indemnify and must keep indemnified the Vendor in the terms identical to every indemnity by the Purchaser given under the Contract.

**Executed as a Deed**

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2025

**EXECUTED BY THE PURCHASER (add additional execution clauses if required):**

**(Use this execution clause if the Purchaser is a natural person)**

**SIGNED SEALED AND DELIVERED** by \_\_\_\_\_ )  
 )  
 )

in the presence of: \_\_\_\_\_

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (please print)

**SIGNED SEALED AND DELIVERED** by \_\_\_\_\_ )  
 )  
 )

in the presence of: \_\_\_\_\_

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (please print)

**(Use this execution clause if the Purchaser is a multi-director/secretary company)**

**EXECUTED** by \_\_\_\_\_ )

\_\_\_\_\_  
(ACN \_\_\_\_\_ )

in accordance with section 127 of the  
*Corporations Act 2001* (Cth): \_\_\_\_\_ )

-----  
Signature of Director

-----  
Signature of Director/Secretary

-----  
Name of Director

-----  
Name of Director/Secretary

-----  
Usual address

-----  
Usual address

**(Use this execution clause if the Purchaser is a sole-director/secretary company)**

**EXECUTED BY** \_\_\_\_\_ )  
 )  
 )  
 )

**(ACN \_\_\_\_\_)**

in accordance with Section 127 of the  
*Corporations Act 2001*:

\_\_\_\_\_  
Signature of Sole Director and Company  
Secretary

\_\_\_\_\_  
Name of Sole Director and Company Secretary  
(please print)

**EXECUTED BY THE NOMINEE (add additional execution clauses if required):**

**(Use this execution clause if the Nominee is a natural person)**

**SIGNED SEALED AND DELIVERED** by \_\_\_\_\_ )  
 )  
 )

in the presence of:

\_\_\_\_\_  
Signature of Nominee

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (please print)

**SIGNED SEALED AND DELIVERED** by \_\_\_\_\_ )  
 )  
 )

in the presence of:

\_\_\_\_\_  
Signature of Nominee

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (please print)

**(Use this execution clause if the Nominee is a multi-director/secretary company)**

**EXECUTED by** \_\_\_\_\_ )

**(ACN** \_\_\_\_\_ )

in accordance with section 127 of the  
*Corporations Act 2001* (Cth): )

-----  
Signature of Director

-----  
Signature of Director/Secretary

-----  
Name of Director

-----  
Name of Director/Secretary

-----  
Usual address

-----  
Usual address

**EXECUTED by** \_\_\_\_\_ )

**(ACN** \_\_\_\_\_ )

in accordance with section 127 of the  
*Corporations Act 2001* (Cth): )

-----  
Signature of Director

-----  
Signature of Director/Secretary

-----  
Name of Director

-----  
Name of Director/Secretary

-----  
Usual address

-----  
Usual address

(Use this execution clause if the Nominee is a sole-director/secretary company)

EXECUTED BY

\_\_\_\_\_

(ACN \_\_\_\_\_)

in accordance with Section 127 of the  
*Corporations Act 2001*:

)  
)  
)  
)

\_\_\_\_\_  
Signature of Sole Director and Company  
Secretary

\_\_\_\_\_  
Name of Sole Director and Company Secretary  
(please print)

EXECUTED BY

\_\_\_\_\_

(ACN \_\_\_\_\_)

in accordance with Section 127 of the  
*Corporations Act 2001*:

)  
)  
)  
)

\_\_\_\_\_  
Signature of Sole Director and Company  
Secretary

\_\_\_\_\_  
Name of Sole Director and Company Secretary  
(please print)