Antippa Lawyers

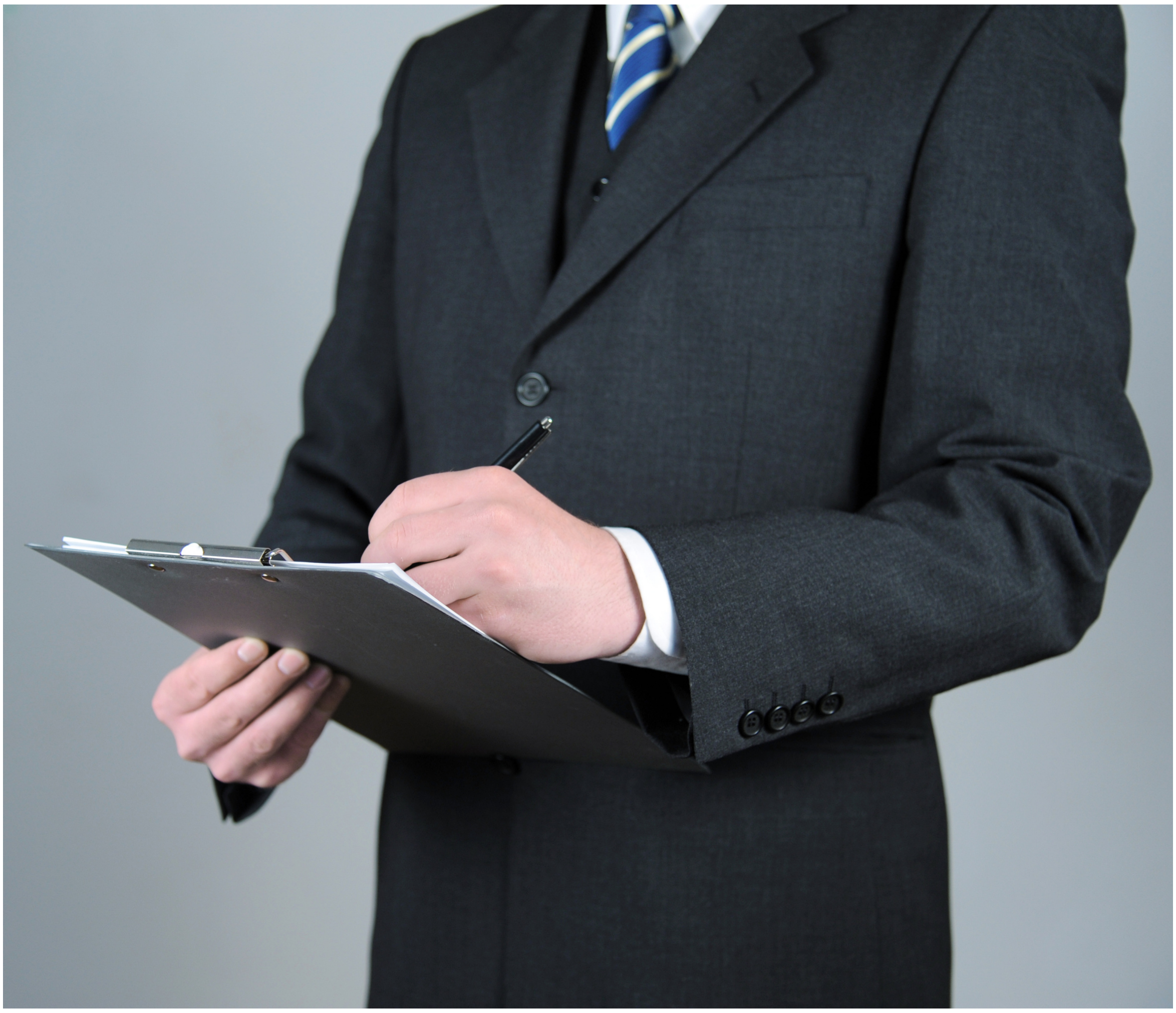
since 1961

PRE-PURCHASE CHECK LIST

Introduction

This brochure is a basic guide to what to consider before signing a contract of sale to purchase real property. ANTIPPA LAWYERS can guide you with the details.

Some items to keep in mind are as follows:



LEGAL DOCUMENTS

1. Read the Contract of Sale.

2. Read the Vendor’s Section 32 Disclosure Statement.It will indicate:
   1. the zoning and whether any planning restrictions apply;
   2. whether all utility services will be connected upon settlement.

3. Check that anything written on the advertising board or pamphlet or representations or promises made by the selling agent or the Vendor are written in the documents.

4. Ask ANTIPPA LAWYERS to read the documents with you.

BUILDING

1. Measure the land – check if the size of the property and the distance from street corner agree with title plan. Employ a Land Surveyor if in doubt.

2. Inspect the building carefully:
- Test Lights;
- Hot Water;
- Appliances;
- Cracked walls behind paintings;
- Particular distinguishing fixtures;
- Take notes and photographs;
- Water pressure indicate condition of pipes;
- Switchboard indicates condition of wires;
- Nearby large or overhanging trees may yield structural or drainage problems;
- "Ponding” near external walls may indicate inadequate drainage, rising dampness and future re-stumping;
- Uneven floors or angled door frames may require re-blocking;
- Fracturing plasterwork or powdering of paint could indicate rising dampness;
- Mouldy ceilings (in bathroom, laundry or kitchen) may mean poor ventilation.

3 Consider a pest inspection report (particularly for termites).

4. Employ a ‘Building Inspection Service’ [1] to check the building and advise you as to the costs of repairs and renovations. We recommend a Building Surveyor. Sometimes, a Civil Engineer or an Architect would be required.

5. Is the condition of the fittings adequate. If you are in doubt, ask a Quantity Surveyor for a report.

6. Ring the Council Building Department to check whether any new additions have been approved or whether any new building works will be permitted.

USE OF THE LAND

Ring the Council Planning Department to check whether you will be permitted to use the property for your intended purpose, especially if you wish to change its use. It will also indicate possible uses of the area by your neighbours. If you are in doubt, you should consult a Town Planner to assist you.

FINANCE

Check if your financier will approve your loan to determine your maximum bidding price.

Allow approximately 6% of the price of a purchase for bank, government and legal fees.
st you.

CONTRACT CONDITIONS

We can negotiate to amend the Contract of Sale to include some of the following clauses:

1. Subject to finance;
2. Subject to termite inspection - especially in bayside suburbs;
3. Subject to soil test for contamination especially if previously a petrol station or heavy industrial factory site or if land was filled;
4. Subject to soil test for new building works;
5. Subject to sale of Purchaser's house;
6. Subject to legal practitioner's approval;
7. Write the proportions of your purchase if you will be buying in unequal proportions.

CHANGE YOUR MIND

If you sign a Contract or give an offer and then you do not proceed, you may be able to 'Cool-off'. If you are able to 'cool-off', you will lose 0.2% of the purchase price. This is hundreds of dollars.

CHANGE YOUR MIND

You cannot 'cool-off' if you buy soon before or after an auction or if the property is industrial, commercial or large farming.

This list is not exhaustive. You should seek advice prior to signing a contract. You should not rely on only the items raised above.

Antippa Lawyers
Room 3, Level 5, 2 Collins Street,
Melbourne Vic
(03) 9650 2115
lawyers@antippa.com.au
www.antippa.com.au