



**Contract of Sale
for
20 Timbertop Drive VERMONT 3133**

Clint Robert Wheeler and Kate Marie Wheeler
(Vendor)

and

(Purchaser)

**Professional Conveyancing Services
Licensed Conveyancers
4/57 Van Ness Avenue
Morningside 3931**

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Ref: 24/06289



The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms and order of priority of this contract are contained in the following:

- * Particulars of sale;
- * Special conditions, if any; and
- * General conditions

IMPORTANT NOTICES 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 mainly for industrial or commercial purposes;
- the property is more than 20 hectares in size and is used mainly for farming;
- you and the vendor previously signed a similar contract for the same property; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY "OFF THE PLAN"

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract 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 this contract of sale for the 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.

The Purchaser should ensure that prior to signing this contract, they have received a copy of the Statement required by section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act and a full copy of the terms of this contract and any special conditions.

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**.

EXECUTION BY PARTIES

SIGNED BY FIRST PURCHASER on/...../202.....

Print name of person signing:

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

SIGNED BY SECOND PURCHASER on/...../202.....

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 [] clear business days

SIGNED BY FIRST VENDOR..... on/...../202.....

Print name of person signing

Clint Robert Wheeler

SIGNED BY SECOND VENDOR..... on/...../202.....

Print name of person signing

Kate Marie Wheeler

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

PARTICULARS OF SALE

**REAL ESTATE AGENT
& STAKEHOLDER**

O'Brien Real Estate
98 South Parade BLACKBURN 3130
Tel: 9894 2044 Ref: Anthony Molinaro Email: anthony.molinaro@obrienrealestate.com.au

**VENDOR'S
CONVEYANCER**

PROFESSIONAL CONVEYANCING SERVICES
4/57 Van Ness Avenue, Mornington 3931
Tel: 9803 7866 Ref: 24/06289 Email: bre@proconvey.com.au

**PURCHASER'S
REPRESENTATIVE**

of
Tel: Ref: Email:

VENDOR

Clint Robert Wheeler and Kate Marie Wheeler
of PO Box 303 CAMBERWELL, VIC, 3124 and 20 Timbertop Drive Vermont VIC 3133

PURCHASER

of

**DESCRIPTION
OF LAND**

Lot 119 on Plan of Subdivision No. 75757 and being the land
described in the folio of the Register Volume 8665 Folio 773

**PROPERTY
ADDRESS**

known as 20 Timbertop Drive VERMONT VIC 3133
with any improvements thereon

GOODS

all fixed floor coverings, window furnishings, electric light fittings
and all fixtures and fittings of a permanent nature

**PAYMENT
Price**

\$

Deposit

\$ 10% on the signing hereof

Balance

\$ inclusive of GST (if applicable)
=====

SETTLEMENT

is due on the _____ day of _____ 202___ or earlier by agreement

at which time 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

TOGETHER WITH any unregistered or appurtenant
easements and to all conditions attaching thereto

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words "special
conditions" appear in this box:

SPECIAL CONDITIONS

WHERE A PURCHASER IS A CORPORATION ALL DIRECTORS OF THE PURCHASER CORPORATION IS REQUIRED TO EXECUTE THIS GUARANTEE & WARRANTY

GUARANTEE & WARRANTY

I/We *[insert name and address]*

(hereinafter called the “Guarantors”) **IN CONSIDERATION** of the within named Vendor selling to the within named Purchaser at our request the land described in the within Contract for the price and upon the terms and conditions contained therein **DO HEREBY** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the deposit or residue of the purchase money or interest or any other moneys payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser, I/we will forthwith on demand by the Vendor pay to the Vendor the whole of the deposit money, residue of purchase money, interest or other moneys which shall then be due and payable to the Vendor and hereby indemnify and agree to keep the Vendor indemnified against all loss of deposit money, residue of purchase money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee & Warranty shall be a continuing Guarantee and Warranty and shall not be released by :-

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

IN WITNESS whereof the parties hereto have set their hands and seals the day of 202__

SIGNED SEALED AND DELIVERED by the first Guarantor in the presence of :

Witness :

SIGNED SEALED AND DELIVERED by the second Guarantor in the presence of :

Witness :

SPECIAL CONDITIONS ("SC")

Whole Agreement

1. The vendor and the purchaser agree that this Contract contains the entire understanding and the whole agreement between the parties relative to the sale of the property. In particular, it is agreed as follows:
 - (a) No other conditions, stipulations, agreements or provisions whether in respect of the property or otherwise are to be implied into this Contract or arise between the parties by way of a collateral or other agreement.
 - (b) All previous negotiations, representations, warranties, arrangements and statements (if any) whether express or implied with reference to the subject matter of this Contract or the intentions of either of the parties are merged in this Contract or otherwise are hereby excluded negatived and cancelled.
 - (c) No employee, agent, consultant or professional adviser of the vendor has or had any authority to make any representation, warranty, arrangement, condition, statement or agreement binding on the vendor which is not stated in this Contract.
 - (d) To the extent that any term or condition implied by law may be excluded such term or condition is hereby excluded and does not form part of this Contract.
 - (e) The purchaser has received the vendor's Section 32 Statement and been made aware of a range of issues that may affect the property through the Due Diligence Checklist produced by Consumer Affairs Victoria prior to signing this contract.

Electronic Conveyancing

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

EC

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 Each party must:
 - (a) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
 - (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
 - (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
if, after locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent names in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.
- 2.11 If the purchaser does not proceed to settle on the time nominated by the vendor as set out in SC2.5, the purchaser is deemed to be in default of the contract terms unless the vendor provides written notice in writing to the contrary. The purchaser must pay to the vendor on demand any interest and expenses set out in GC 26 of this Contract and the exercise of the vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the vendor under this Contract or otherwise

Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 3.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* (“the amount”) because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 3.4 The amount is to be deducted from the vendor’s entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 3.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations in this special condition; and
 - (b) ensure that the representative does so.
- 3.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition; despite:
 - (i) any contrary instructions, other than from both the purchaser and the vendor; and
 - (ii) any other provision in this contract to the contrary.
- 3.7 The representative is taken to have complied with the obligations in special condition 3.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 3.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 of *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.
- 3.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Severance

4. Each term condition and other stipulation in this contract is separate and independent and shall be so construed and interpreted and shall be deemed to be severable.

Merger

5. Any provision of this contract, to the extent that any of them require to be complied with after the settlement shall not merge in the transfer of the property and shall continue to bind the Vendor and the Purchaser

GST Withholding

6. In accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* the vendor warrants that at settlement, the property is not new residential premises or potential residential land and as such the purchaser will not be required to make a payment under section 14-250 in respect of the supply.

Purchaser as trustee

7. If a Purchaser or a nominee of a Purchaser enters into this Contract or is nominated as substituted by a Purchaser in its capacity as a trustee of any trust (Purchaser Trust) then the Purchaser and the nominee covenants and warrants to the Vendor that:-
- 7.1 The Purchaser or Nominee Purchaser is the only trustee of the Purchaser Trust and no action has been taken, nor to the best of the Purchaser’s knowledge, is proposed to remove it he/she/it as trustee of the Purchaser Trust;
- 7.2 The Purchaser or Nominee Purchaser must provide to the Vendor a true and correct, up to date and complete copy of the trust deed which discloses all of the terms of the Purchaser Trust, not less than 10 business days after the date of the contract.
- 7.3 The Purchaser or Nominee of the Purchaser is complying in all material respects with the terms of the Purchaser Trust;
- 7.4 The Purchaser or Nominee has the power and authority under the terms of the trust deed which creates the Purchaser Trust to enter into and perform the terms and conditions of this Contract; and
- 7.5 The Purchaser or Nominee has the power and authority under the terms of the trust deed creating the Purchaser Trust to enter into and perform this Contract;

- 7.6 The entry into and performance of this Contract is for the benefit of the beneficiaries of the Purchaser Trust;
- 7.7 He/She/It has a right to be fully indemnified out of the trust assets of the Purchaser Trust in respect of all of its obligations and liabilities incurred by him/her/it under this Contract.
- 7.8 Pending Settlement, the Purchaser and Nominee will not:
- (a) resign as trustee of the Purchaser Trust or willingly permit any substitute or additional trustee to be appointed;
 - (b) do anything which affects or facilitates the variation of the terms of the Purchaser Trust;
 - (c) willingly do anything which affects or facilitates the variation of the terms of the Purchaser Trust;;
 - (d) vest or distribute or advance any property of the Purchaser Trust to any beneficiary or sell any of the property of the Purchaser Trust except in the ordinary course; or
 - (a) willingly do anything which affects or facilitates the resettlement of the Purchaser Trust funds.

Capacity

- 8 The Purchaser warrants to the Vendor that:
- a. the Purchaser has full legal capacity and power to enter into, exercise its rights and observe its obligations under this Contract;
 - b. the Purchaser has in full force and effect the authorisations necessary to enter into this Contract, exercise its rights and observe its obligations under this Contract and to allow this Contract to be enforced;
 - c. the Purchaser's obligations under this Contract are valid and binding and are enforceable against it in accordance with their terms; and
 - d. this Contract does not contravene the Purchaser's constituent documents (where the Purchaser is incorporated) or any of its obligations or undertakings by which it or any of its assets are bound.

Auction

9. The property is offered for sale by public auction subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules. A copy of those Regulations is held by the Real Estate Agent.

REIV Rules for the Conduct of Public Auctions of Land

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. The auctioneer will not accept any "late bids" once the property has been knocked down and declared "sold"
7. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for the sale at the last undisputed bid or start the bidding again.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase price.

GENERAL CONDITIONS

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 warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2 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.
- 2.3 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.
- 2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in 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.
- 2.5 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**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

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

- 6.1 The Transfer of Land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. However, if the purchaser fails to do so, the vendor may elect to prepare the Transfer of Land instrument in its absolute discretion and the vendor's Legal Representative will advise the purchaser of its intention to do so. The purchaser must immediately provide all information necessary to complete the instrument of Transfer. The purchaser must promptly execute the Transfers of Land instrument and promptly return it to the Vendor's Conveyancer. The delivery of the transfer of land document is not acceptance of title.
- 6.2 The Vendor will commence the electronic document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the Vendor and will provide an invitation to the Purchaser to complete the Transferee's portion of the form at least 5 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 –
- only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - 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 release from the secured party releasing the property from the security interest; or
 - 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
 - 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 –
- that -
 - the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - 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
 - 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 –
- the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - 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 Security 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 –
- 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
 - 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. Purchaser Warranties

- 9.1 The purchaser acknowledges that the vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the purchaser expressly releases the vendor and/or the vendor's Agents from any claims demands in respect thereof.
- 9.2 The property is purchased subject to any restrictions on its use imposed by the Planning and Environment Act or otherwise. The vendor has not made and shall not be construed as having made any representation or warranty that:
- (a) the property is suitable for any purpose which the purchaser may have indicated is its intention to pursue;
 - (b) that any permit of any nature whatsoever has been obtained or is available from any relevant authority;
 - (c) that the vendor's existing or past uses of the Property complied with any planning controls.
- Prior to entering into this Contract the purchaser has made its own enquiries and investigations as to the use to which the property may be put and the purchaser relied entirely on the result of its investigations and on its own judgement in entering into this Contract.

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 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 10.4 If settlement does not take place in accordance with this condition, then settlement shall be deemed to take place on the next business day and the purchaser will be taken to have made default in respect of the contract terms.

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent or the Vendor's deposit stakeholder; 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 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized 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 reasonable satisfaction of the purchaser, that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, that sufficient moneys are available to discharge any debts against the property
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of S27 of the **Sale of Land Act 1962 (SLA)** 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.
- 12.4 Where the Purchaser is deemed by Section 27(7) of the SLA to have given deposit release authorization, the Purchaser is deemed to have accepted title.

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 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 a going concern and the supply 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 and
 - (e) provides written proof to the vendor's satisfaction from the lender refusing the loan, verification that the purchaser has applied for finance in accordance with this condition and the Particulars of Sale
- 14.3 If the purchaser does not comply with General Condition 14.2, the purchaser shall be deemed to have obtained loan approval within 2 days of the Approval Date when such written notice is to be given and this Contract shall be deemed to be unconditional in respect of finance.
- 14.4 All money must be immediately refunded to the purchaser if the contract is ended in accordance with General Condition 14.2.

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 vendor is taken to own the land as a resident Australian beneficial owner; and
 - (c) 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 4 business days 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 authorized for service on or by a legal practitioner or conveyancer.
 - (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. Any such nomination must be in writing and forwarded to the Vendor's Conveyancer and effected to the satisfaction of the Vendor's Conveyancer no later than 21 days prior to settlement.

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

In the event the purchaser or a nominee of a purchaser is a corporate entity then the Director/s signing on behalf of the Corporate purchaser and the nominee shall execute the Contract and the Director's Guarantee and Warranty and each warrants that same is done lawfully in accordance with the Articles of Association of the purchaser or nominee company and further causes either the Sole Director or at least two Directors of the purchaser or nominee company to execute the Guarantee and Indemnity annexed hereto.

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 outgoing. 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. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and the Purchaser is free to enter into this contract. The Purchaser acknowledges that in the event that this warranty is untrue in any respect the purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this contract including any consequential loss. Any loss occasioned by a breach of this warranty shall form the basis of damages recoverable from the Purchaser.

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.
- 24.3 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. Foreseeable loss claims & penalty interest

The vendor gives notice to the purchaser that in the event the purchaser makes a default under any condition of the contract or fails to complete the purchase of the property on the due date specified in the contract or any such other date as mutually agreed upon, the purchaser will pay to the vendor interest on any moneys or the balance owing under the contract of sale or as the case may be, at the rate of sixteen per centum (16%) per annum on the money so owing, withheld by the Purchaser or overdue to the Vendor as a result of the Purchaser's action without affecting any other rights of the Vendor. The said interest shall be computed from the due date herein provided for the payment of the said money until such moneys are paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing. Further the Purchaser must pay to the Vendor on demand the following expenses and the exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise:-

- (a) all costs incurred by the vendor associated with bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance.
- (b) interest payable by the vendor under any existing mortgage over the property calculated from the due date.
- (c) accommodation expenses necessarily incurred by the vendor.
- (d) additional costs and expenses as between the vendor and the vendor's representative on a solicitor/conveyancer and own client basis
- (e) any costs, expenses, penalties and interest, incurred by the vendor as a result of funds not being received when they are entitled to be paid and received.
- (f) any costs, expenses, penalties and interest, incurred by the vendor to a third party through any delay in completion of the Vendor's purchase
- (g) rebooking fees and settlement fee payable to the vendor's representative in the sum of \$110.00 plus any such fees levied by the vendor's mortgagee and third parties.
- (h) Costs on a default notice or rescission notice agreed at \$550.00 inclusive of GST on any notice.

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, unless or until the other party is given a written default notice or 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 agreed costs and interest are not paid by the end of the period in 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) a deposit of 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.



**STATEMENT BY VENDOR TO A PURCHASER OF REAL ESTATE PURSUANT
TO SECTION 32 OF THE SALE OF LAND ACT 1962 (“SLA”)**

VENDOR Clint Robert Wheeler and Kate Marie Wheeler
PROPERTY 20 Timbertop Drive VERMONT VIC 3133

1. FINANCIAL MATTERS (32A SLA)

The total amount of rates and charges, (excluding GST and any water/sewerage usage/disposal charges) or other similar charges, AND any interest payable on them are as attached.

Any amounts the Purchaser may become liable as a consequence of this purchase are the usual rates & outgoings, water and sewerage services, usage and disposal charges, GST if provided by the contract and Growth Areas Infrastructure Contribution (GAIC) if applicable. If the Vendor is liable to pay any property taxes prior to 31 December in the contracted year when settlement was due but for the failure of the Purchaser to settle on the due date, then the Vendor is entitled to charge as damages due to the default, recovery of any property taxes if the settlement rolls over to the following tax year from the Purchaser as foreseeable losses raised in the following year after the original settlement date.

The land is not within a tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024**.

The AVPCC (within the meaning of the Commercial and Industrial Property Tax Reform Act 2024) most recently allocated to the land: See attached State Revenue Office Property Certificates

2. INSURANCE DISCLOSED (32B SLA)

The Vendor remains liable for the buildings on the land until settlement.

Where the property includes a residence, the following details of Insurance during the past six years under Section 137B of the **Building Act 1993** are as follows :- There is no such insurance in place

3. LAND USE (32C SLA)

Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered) is set out in the attached copies of title documents, Plan of Subdivision and Water Information Statement. There has been no existing failure to comply with their terms. Sewers/drains, electricity, gas and telephone lines/cables may be laid outside registered easements.

Planning: See attached Report/s

This property is not within a designated bushfire prone area within the meaning of the regulations made under the **Building Act 1993**. Special bushfire construction requirements do not apply

There is access to the property by road.

4. NOTICES MADE IN RESPECT OF THE LAND (32D SLA)

There is no notice, order declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the property of which the Vendor might reasonably be expected to have knowledge unless otherwise as attached to this statement.

There is no notice, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes unless otherwise as attached to this statement.

There is no notice of intention to acquire the property served under Section 6 of the Land Acquisition and Compensation Act 1986 unless otherwise as attached to this statement.

Many municipalities have identified areas designated as subject to “termite infestation” pursuant to Regulation 803 of the ***Building Regulations 2006***.

The Vendor has no means of knowing all decisions of public authorities and government departments affecting the property unless communicated directly to the Vendor.

5. BUILDING PERMITS (32E SLA)

Particulars of any building permit issued under the ***Building Act 1993*** in the preceding seven years relating to a residence on the land are:- No such Building permit has been granted

6. OWNERS CORPORATION INFORMATION (32F SLA)

The land **IS NOT** affected by an Owners Corporation within the meaning of the ***Owners Corporations Act 2006***.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC) (32G SLA)

There **IS NOT** a work-in-kind agreement (within the meaning of Part 9B of the ***Planning and Environment Act 1987***)

8. SERVICES (32H SLA)

The following services **are connected** to the land - **Telephone, Gas, Electricity, Water, Sewerage**,
Definition – “**connected**” means a service provided by an authority and operating at the date of this Statement
(**Note**- The Purchaser will be responsible for arranging the supply of any services not connected to the property at their cost).

Non-connected Services - **Telephone, Gas, Electricity, Water, Sewerage**,

9. TITLE EVIDENCE (32I SLA)

Attached reproductions of the following concerning Title under the operation of the ***Transfer of Land Act 1958*** :-

Search Notes of Certificate of Title
Registered Plan

10. DUE DILIGENCE

If the property is vacant residential land or land on which there is a residence, the purchaser is made aware that he/she should consider that a range of issues may affect property or impose restrictions or obligations. Consumer Affairs Victoria have produced a Checklist and it can be found by visiting **consumer.vic.au/duediligencechecklist**

DATED 8 October 2024

Signature of Vendor/s
Clint Robert Wheeler and Kate Marie Wheeler

The Purchaser acknowledges when signing this document that they have had the opportunity to read this document and understand its contents.

Signature of Purchaser/s

DATED / /

Register Search Statement - Volume 8665 Folio 773

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

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

VOLUME 08665 FOLIO 773

Security no : 124118746036A
Produced 03/10/2024 03:58 PM

LAND DESCRIPTION

Lot 119 on Plan of Subdivision 075757.

PARENT TITLES :

Volume 05207 Folio 351 Volume 05768 Folio 460 Volume 05797 Folio 289

Volume 08661 Folio 670

Created by instrument LP075757 26/04/1967

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

CLINT ROBERT WHEELER

KATE MARIE WHEELER both of 20 TIMBERTOP DRIVE VERMONT VIC 3133

AG249377M 16/12/2008

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM711581L 18/04/2016

AUSWIDE BANK LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP075757 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 20 TIMBERTOP DRIVE VERMONT VIC 3133

ADMINISTRATIVE NOTICES

NIL

eCT Control 19435F AUSWIDE BANK LTD
Effective from 21/07/2017

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 03/10/2024, for Order Number 85720806. Your reference: 24/06289.

LP 75757

EDITION 1

APPROVED 2/3/1967

2 SHEETS
SHEET 1

PLAN OF SUBDIVISION OF : PART OF CROWN PORTION 115
 PARISH: NUNAWADING
 COUNTY: BOURKE
 VOL 5207 FOL 351
 " 5797 " 289
 " 6380 " 986

Measurements are in Feet & Inches
 Conversion Factor
 FEET X 0.3048 = METRES

COLOUR CODE

E-1=BLUE
R1=BROWN

APPROPRIATIONS

THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY AND DRAINAGE

APPURTENANCES

For appointment see B 60425 & C/L Vol 7864 Fol 628.

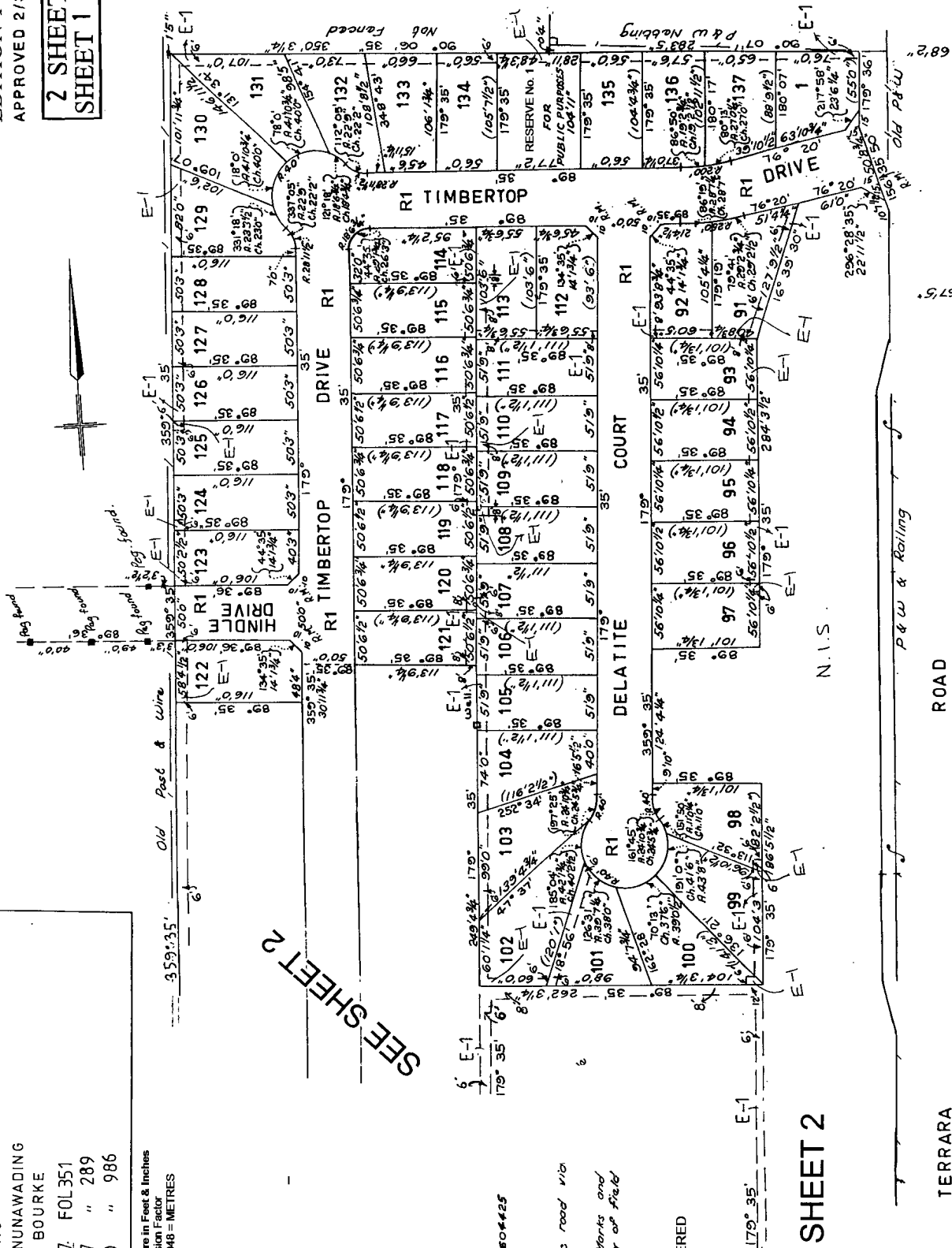
NOTATIONS

Terrera Road proclaimed a public road via Gaz 4/12/18 page 3422.

For return of survey reference marks and additional information, see copy of field notes.

ENCUMBRANCES

PART OF THE ROAD R1 IS ENCUMBERED BY A DRAINAGE AND SEWERAGE EASEMENT VIDE LP 75248.



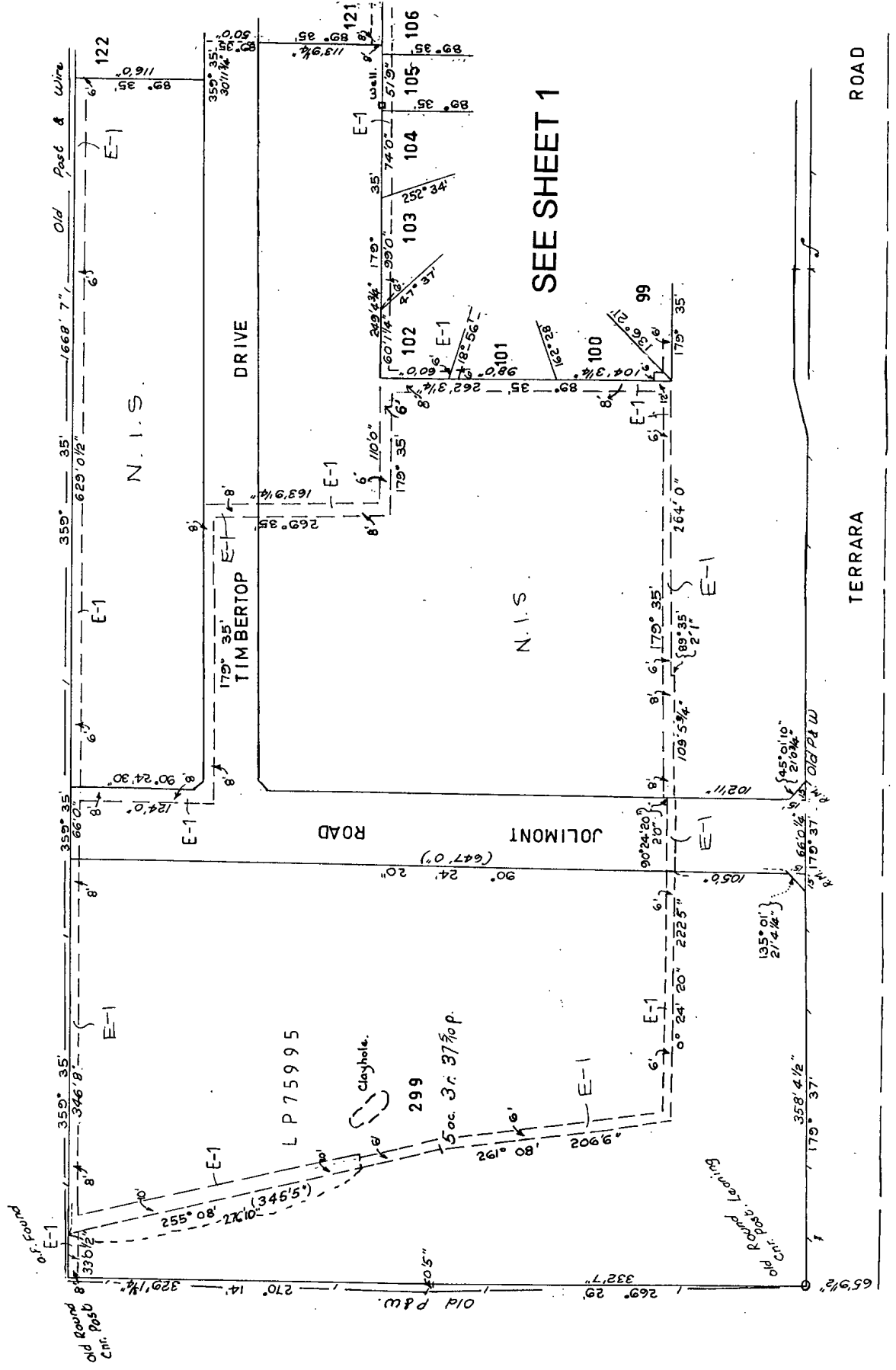
SEE SHEET 2

TERRERA ROAD

N.I.S.

LP 75757

2 SHEETS
SHEET 2



SEE SHEET 1

SEE SHEET 1

N.I.S.

ROAD

TERRARA

ROAD

From www.planning.vic.gov.au at 03 October 2024 03:55 PM

PROPERTY DETAILS

Address: **20 TIMBERTOP DRIVE VERMONT 3133**
 Lot and Plan Number: **Lot 119 LP75757**
 Standard Parcel Identifier (SPI): **119\LP75757**
 Local Government Area (Council): **WHITEHORSE**
 Council Property Number: **206664**
 Planning Scheme: **Whitehorse**
 Directory Reference: **Melway 62 H4**

www.whitehorse.vic.gov.au

[Planning Scheme - Whitehorse](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
 Legislative Assembly: **GLEN WAVERLEY**

OTHER

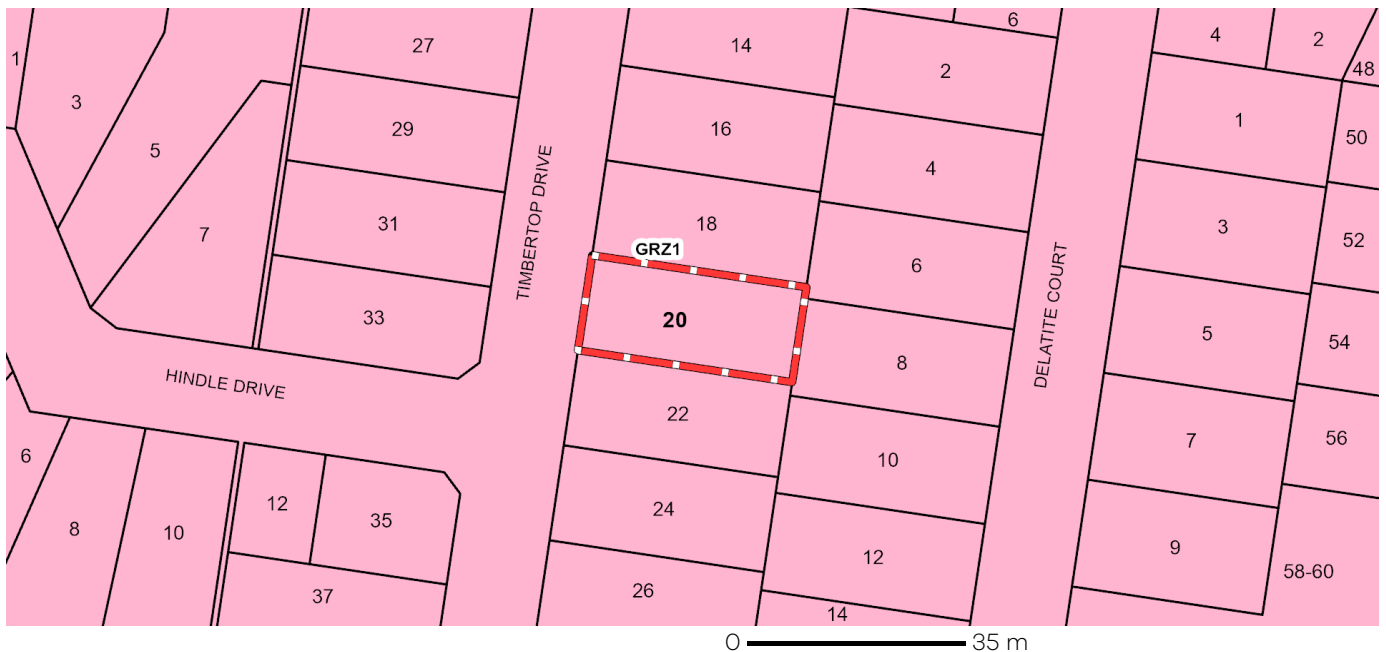
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



DCPO - Development Contributions Plan Overlay

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



SLO - Significant Landscape Overlay

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

Further Planning Information

Planning scheme data last updated on 2 October 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(environment.vic.gov.au)) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

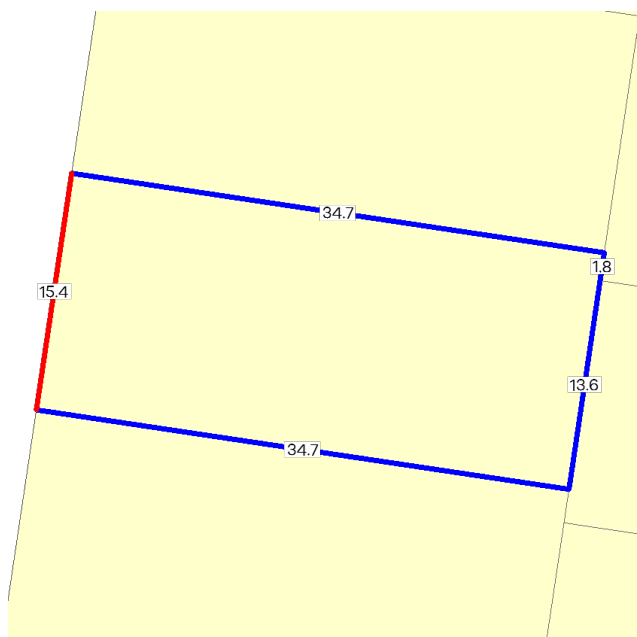
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Address: **20 TIMBERTOP DRIVE VERMONT 3133**
Lot and Plan Number: **Lot 119 LP75757**
Standard Parcel Identifier (SPI): **119\LP75757**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **206664**
Directory Reference: **Melway 62 H4**

www.whitehorse.vic.gov.au

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 534 sq. m

Perimeter: 100 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **GLEN WAVERLEY**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

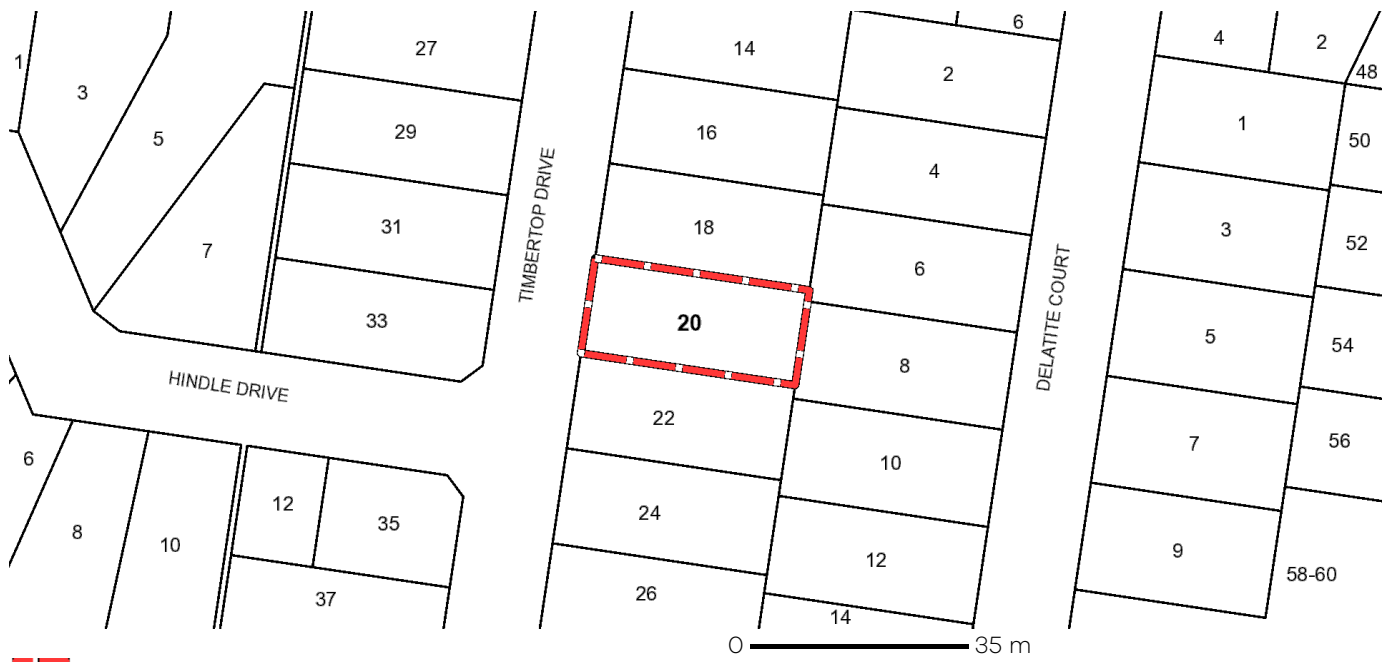
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



Selected Property



Planning Certificate



PROPERTY DETAILS

Property Address: 20 TIMBERTOP DRIVE VERMONT VIC 3133
Title Particulars: Vol 8665 Fol 773
Vendor: CLINT ROBERT WHEELER, KATE MARIE WHEELER
Purchaser: N/A

Certificate No: 126372975

Date: 04/10/2024
Matter Ref: 85720806
Client: Voinsoll Pty Ltd (T/As Professional Conveyancing Services)



MUNICIPALITY

WHITEHORSE



PLANNING SCHEME

WHITEHORSE PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

WHITEHORSE CITY COUNCIL



ZONES

GENERAL RESIDENTIAL ZONE - SCHEDULE 1



ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE



APPLICABLE OVERLAYS

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

 **PROPOSED PLANNING SCHEME AMENDMENTS**

NOT APPLICABLE

 **ADDITIONAL INFORMATION**

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

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PLANNING ZONES MAP



ZONING

- GRZ1 - GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- NRZ2 - NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 2
- PPRZ - PUBLIC PARK AND RECREATION ZONE

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

4th October 2024

Professional Conveyancing Services

Dear Professional Conveyancing Services,

RE: Application for Water Information Statement

Property Address:	20 TIMBERTOP DRIVE VERMONT 3133
Applicant	Professional Conveyancing Services
Information Statement	30888858
Conveyancing Account Number	2369580000
Your Reference	6289 Wheeler

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	20 TIMBERTOP DRIVE VERMONT 3133
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	20 TIMBERTOP DRIVE VERMONT 3133
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

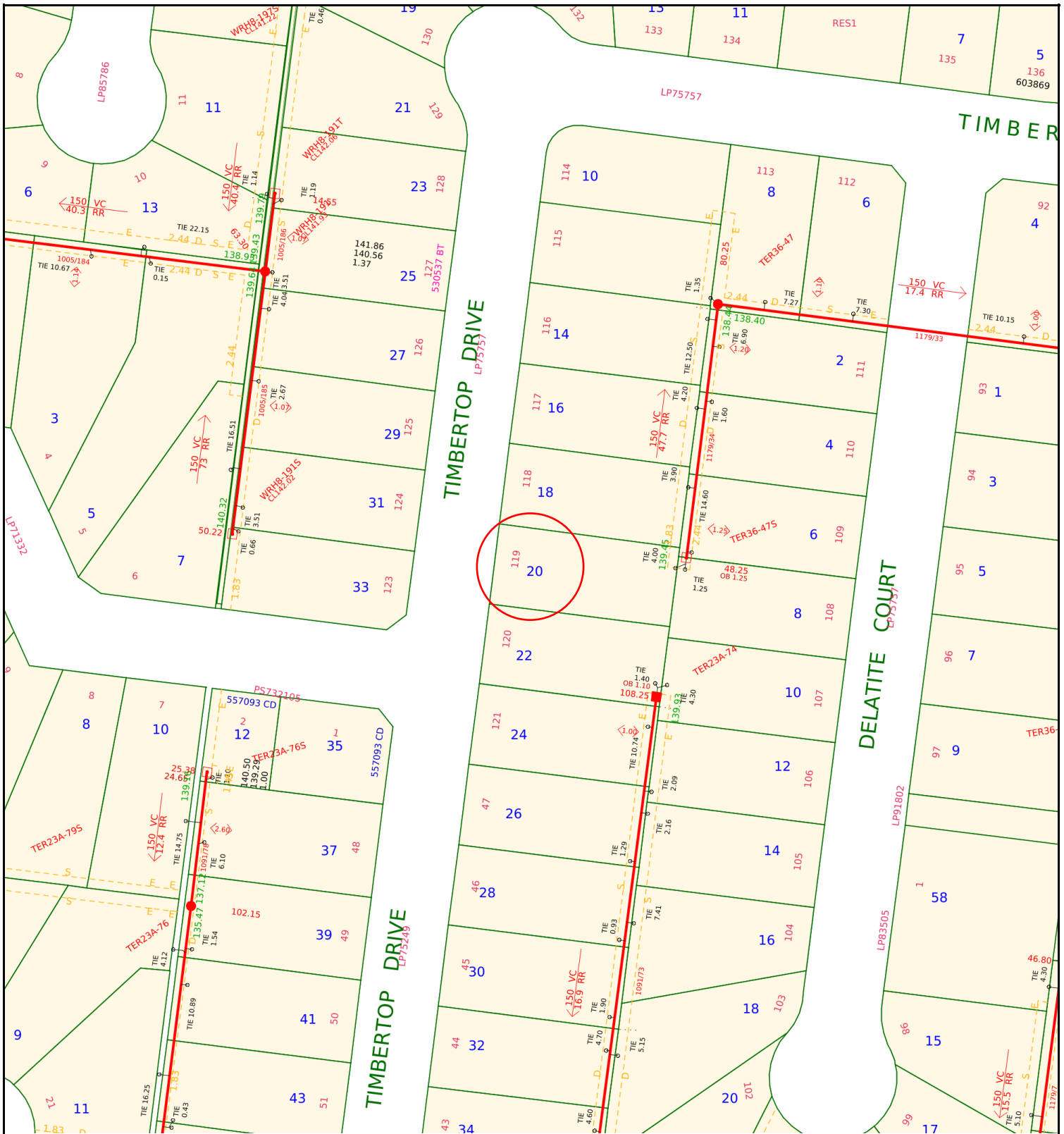
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30888858**

Address 20 TIMBERTOP DRIVE VERMONT 3133

Date 04/10/2024

Scale 1:1000



ABN 93 066 902 501

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Professional Conveyancing Services
bre@proconvey.com.au

RATES CERTIFICATE

Account No: 8981910000
Rate Certificate No: 30888858

Date of Issue: 04/10/2024
Your Ref: 6289 Wheeler

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
20 TIMBERTOP DR, VERMONT VIC 3133	119\LP75757	1264105	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	\$20.86	\$20.86
Residential Water and Sewer Usage Charge <i>Step 1 – 21.000000kL x \$3.34380000 = \$56.18</i> <i>Step 1 – 0.000000kL x \$3.43420000 = \$14.42</i> Estimated Average Daily Usage \$0.78	19-04-2024 to 18-07-2024	\$70.60	\$0.00
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	\$119.50	\$119.50
Parks Fee	01-10-2024 to 31-12-2024	\$21.98	\$21.98
Drainage Fee	01-10-2024 to 31-12-2024	\$30.77	\$30.77
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$318.91
	Total for This Property		\$512.02

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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

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

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

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

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

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

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

Property No: 1264105

Address: 20 TIMBERTOP DR, VERMONT VIC 3133

Water Information Statement Number: 30888858

HOW TO PAY



Bill Code: 314567
Ref: 89819100003

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 2359
Date of Issue: 4 October 2024
Applicant's Reference: 85720806:126372978:68148

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

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

Assessment Number: 6778	Check Digit: 5
Property Description: LOT 119 LP 75757	
Property Address: 20 Timbertop Drive, VERMONT VIC 3133	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2024 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2024.

Site Value:	\$885,000
Capital Improved Value:	\$1,035,000
Net Annual Value:	\$51,750

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2025 DECLARED BY COUNCIL 24 JUNE 2024

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2025

General Rates	1,430.95
FSPL Fixed Charge	132.00
FSPL Variable Rate	90.00
Waste Service Charges	359.05
TOTAL CURRENT LEVIED	\$2,012.00

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
Other Charges	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING \$1,997.75

**For Waste Service charge details, please see page 3
FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE**

NOTE:

Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2024/2025 rating year, due dates for instalments are 30 September 2024, 30 November 2024, 28 February 2025 and 31 May 2025. Due date for lump sum payment is 15 February 2025.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.
- G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.
- H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;
- all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and
- unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit <https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply> or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

BIN SERVICES AT PROPERTY (Please note: if there are multiple bins of the same type and size, they will list separately below):

Garbage - 80L
Garden Organics - 240L
Recycling - 240L

For further information on the items that the waste service charges can comprise of, please see:
<https://www.whitehorse.vic.gov.au/waste-environment/rubbish-recycling/bin-services/waste-service-charge>

COMMENTS:

Authorised Officer:

A handwritten signature in blue ink, appearing to read 'G. Matull', is written over a horizontal line.

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0000067785
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.

Property Clearance Certificate

Land Tax



PROFESSIONAL CONVEYANCING SERVICES

Your Reference: 24/6289 WHEELER

Certificate No: 80174051

Issue Date: 03 OCT 2024

Enquiries: ESYSPROD

Land Address: 20 TIMBERTOP DRIVE VERMONT VIC 3133

Land Id	Lot	Plan	Volume	Folio	Tax Payable
4425636	119	75757	8665	773	\$0.00

Vendor: KATE WHEELER & CLINT WHEELER

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR CLINT ROBERT WHEELER	2024	\$855,000	\$0.00	\$0.00	\$0.00

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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$980,000

SITE VALUE: \$855,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 80174051

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$3,780.00

Taxable Value = \$855,000

Calculated as \$2,250 plus (\$855,000 - \$600,000) multiplied by 0.600 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 80174051

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 80174051

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



PROFESSIONAL CONVEYANCING SERVICES

Your Reference: 24/6289 Wheeler

Certificate No: 80174051

Issue Date: 03 OCT 2024

Enquires: ESYSPROD

Land Address: 20 TIMBERTOP DRIVE VERMONT VIC 3133

Land Id	Lot	Plan	Volume	Folio	Tax Payable
4425636	119	75757	8665	773	\$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$980,000

SITE VALUE: \$855,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80174051

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



PROFESSIONAL CONVEYANCING SERVICES

Your Reference: 24/6289 WHEELER

Certificate No: 80174051

Issue Date: 03 OCT 2024

Land Address: 20 TIMBERTOP DRIVE VERMONT VIC 3133

Lot	Plan	Volume	Folio
119	75757	8665	773

Vendor: KATE WHEELER & CLINT WHEELER

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 80174051

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 80174055</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 80174055</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dye & Durham Pty Ltd
GPO Box 2746, ,
BRISBANE 4001

Client Reference: 85720806 126372977

NO PROPOSALS. As at the 4th October 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

20 TIMBERTOP DRIVE, VERMONT 3133
CITY OF WHITEHORSE

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

Date of issue: 4th October 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 74451730 - 74451730084019 '85720806
126372977'

OWNER BUILDER DEFECTS REPORT (137B REPORT)



Prepared for Clients: Clint Wheeler

Inspection Address: 20 Timbertop Drive
Vermont, Victoria 3133

Date of Inspection: Thursday, 19 September 2024

Inspector Timothy Lau ARBV 15355, IN-PS 76107

People Present: Anthony, Timothy Lau

Weather Conditions: Sunny

Orientation of Building: The front of the building faces South-West



CLIENT DETAILS

Name: Clint Wheeler

INTRODUCTION

We were instructed to carry out an Owner-Builder Defects Report on the property. Our engagement is restricted to that of a Building Consultant and not of a Building Surveyor, as defined in the Building Act of 1993.

Our inspection has therefore been a visual, non-invasive inspection of the finishes of the building, with respect to their quality, functionality and workmanship, prior to the expiration of the builder's warranty period.

This report has been prepared to meet the requirements of Section 137B of the Building Act and is in no way to be considered a pre-purchase building inspection report. This report cannot be relied upon as evidence of the building's suitability for purchase or to satisfy a contract of sale under the Sale of Land Act 1962.

REASONABLE ACCESS

Only areas to which reasonable access is available were inspected. The Australian Standard 4349.1 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances are available, or, where these clearances are not available, areas within the consultant's unobstructed line of sight and within arm's length." Reasonable access does not include the use of destructive or invasive inspection methods, nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

Roof Exterior	Accessible from a 3.6m ladder placed on the ground
Roof Interior	400 x 500 Access Hole (mm), 600 x 600 Crawl Space (mm) Accessible from a 3.6m ladder
Sub-Floor	500mm x 400mm
Timber Floor	400mm to bearer, joist ducting or other obstruction
Concrete Floor	500mm

TITLE

Description

ICON SYMBOL DEFINITIONS



No action to be taken



Attention Required



Defect



Not applicable



PROPERTY DETAILS

Approximate Age:	50 years
No. of Storeys:	1
Foundation:	Stumps
Floor:	Tiles, Carpet, Timber
Roof:	Metal Roofing
Window Frames:	Timber
External Walls:	Brick Veneer
Car Accommodation:	Double



WORK DETAILS

Date of Report:	Thursday, 19 September 2024
Occupancy Permit No.	N/A
Building Permit No.	N/A
Drawing No.	N/A
Drawing No.	N/A
Certificate of Final Inspection No.	N/A
Plans Sighted:	N
Prepared by:	N/A
Building Surveyor:	N/A
Building Surveyor Registration:	N/A
Domestic Building Works covered by this report:	Internal Alterations
Description of Building and Materials used in Construction:	Kitchen & Bathroom Renovation



OUR FINDINGS

BUILDING EXTERIOR

Roof

N/A Condition	N/A Downpipes	N/A Eaves
N/A Fascia/Gables	N/A Flashings	N/A Guttering
N/A Roof	N/A Valleys	N/A Vents

N/A Skylights

WET AREAS

Kitchen

<input checked="" type="checkbox"/> Ceiling	<input checked="" type="checkbox"/> Dampness	<input type="checkbox"/> N/A Doors
<input checked="" type="checkbox"/> Floor	<input checked="" type="checkbox"/> Floor Tiles/Timber	<input type="checkbox"/> N/A Pantry
<input checked="" type="checkbox"/> Sink	<input checked="" type="checkbox"/> Tiles/Splashbacks	<input checked="" type="checkbox"/> Ventilation
<input type="checkbox"/> N/A Windows		

Benchtops



Direction:
View to the South-East



✓ Cupboards



Direction:
View to the South-East

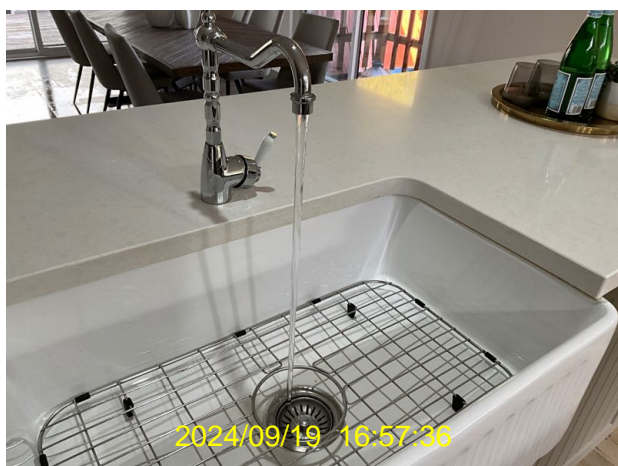


✓ Exhaust/Range Hood



Direction:
View to the North-East

✓ Taps/Pressure



Direction:
View to the South-East



Walls



Direction:
View to the North-East

Bathroom 1

<input checked="" type="checkbox"/> Basin	<input type="checkbox"/> N/A Bath	<input type="checkbox"/> N/A Bidet
<input checked="" type="checkbox"/> Ceiling	<input checked="" type="checkbox"/> Dampness	<input checked="" type="checkbox"/> Doors
<input checked="" type="checkbox"/> Floor	<input checked="" type="checkbox"/> Floor Tiles	<input checked="" type="checkbox"/> Shower Recess
<input type="checkbox"/> N/A Spa	<input checked="" type="checkbox"/> Vanity	<input checked="" type="checkbox"/> Ventilation
<input checked="" type="checkbox"/> Wall Tiles	<input checked="" type="checkbox"/> Windows	

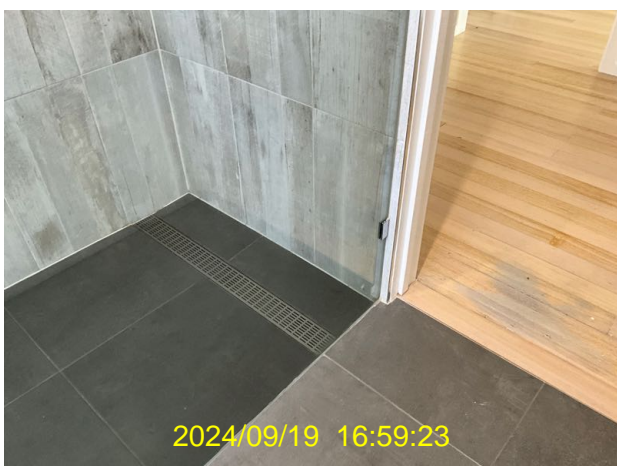


✓ Cistern and Pan



Direction:
View to the South-West

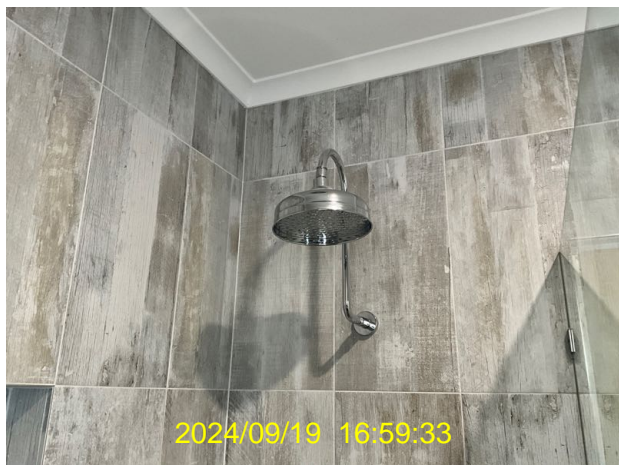
✓ Screen



Direction:
View to the South-East



✓ Shower Rose



Direction:
View to the South-East

✓ Taps/Pressure



Direction:
View to the North-West



✓ Walls



Direction:
View to the North-East



SUMMARY

Areas of the building/s inaccessible at the time of inspection

The subject area was accessible at the time of the inspection.

If applicable, condition of all essential safety measures that must be maintained pursuant to Part 12 of the Building Regulations 2006 (including copy of the essential safe measure report).

Not applicable

Condition and status of incomplete works

All works have been completed in good condition.

List of Defects

The Works have been inspected and is defect free based on AS4349.1 - Inspection of Buildings and Guide to Standards and Tolerances 2015

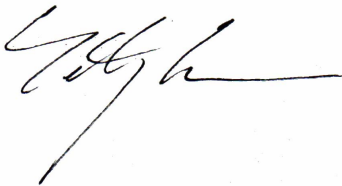
General notes

No secondhand material was used on the Works.

No Plumbing & Electrical Certificate and Building Permit was sighted.

Thank you for engaging SPI Property Inspections to carry out your inspection.

Kind Regards,



Timothy Lau
ARBV 15355, IN-PS 76107
Contractor for
SPI Property Inspections

BUILDING TERMINOLOGY

Ant Capping	Termite barrier (shield), usually of galvanised iron, placed over piers and dwarf walls to control the entry of termites.
Arch	A structure of wedged shaped blocks, or square blocks with wedge shaped joints, over an opening so disposed as to hold together when supported from the sides, and capable of carrying a load over the opening.
Architrave	A moulded section covering the joint between window and door frames and the wall lining.
Backfill	To fill the earth, any remaining space after placing concrete, brickwork, timber, pipes etc. in an excavation.
Bagging	A masonry process in which thin mortar is applied to the face of the work with some coarse material.
Barge Board	The board covering the roof timbers on the gable or skillion end of a roof, fixed parallel to the roof slope.
Bead	A moulding, generally of small size in cross section.
Beam	A horizontal load-bearing structural member.
Bearer	A member of floor framing, spanning piers and supporting joists.
Bed Joint	Horizontal joint in brickwork.
Bowing	Deformation of timber at right angles to its face.
Brace	Usually a diagonal, which resists lateral loads and/or movements of a structure.
Brick Construction	A construction where the external and internal walls are built of brick.
Brick Veneer	Timber framed construction with an outside skin of brickwork tied to the frame.
Building Line	A line established by the local council which is the minimum distance that must be maintained from the building to the street boundary.
Cantilever	A projecting beam supported at one end, or a large bracket for supporting a balcony or cornice.
Capping	The uppermost part on top of a piece of work.
Cavity Wall	A hollow wall, usually consisting of two brick walls erected 40-50mm apart and joined together with ties of metal.
Ceiling Joist	A structural member which binds the wall and roof framing together and carries the mass of the ceiling sheeting.
Cladding	Any material used to face a building or structure.
Cornice	A horizontal decorative moulding that is designed to provide an attractive finish at the junction of the wall and ceiling.
Crazing	Fine cracks that may occur on a plastered or rendered surface.
Cupping	Distorting of wide boards showing curvature across the grain causing the broad surface to be concave.
Damp Proof Course (DPC)	A barrier, usually physical, built into masonry to prevent moisture migrating up from the ground or down from above, e.g. chimneys, parapets.
Door Jambs	The two vertical members of a door or window frame.
Eave	The lower part of a roof that overhangs the walls.
Efflorescence	A white or coloured powder sometimes formed on the surface of masonry by the deposit of soluble salts.
Elevation	A geometrical drawing of a facade/wall of a building.
Expansion Joint	A joint in a building to permit thermal movement or creep.
Expansion Strip	A soft, resilient material used to fill the void provided for the expansion and contraction of any two adjacent substances.
Fascia	A board fixed horizontally to the lower ends of the rafters, to which guttering may be fixed. Also forms the outside board of a boxed eave.
Finishes	The final applied coat or natural surface of a material used in walls, ceilings or floors of a building.



Footing	The construction whereby the weight of the structure is transferred from the base structure to the foundation.
Foundation	The ground upon which the footings of a building are constructed.
Gable	The triangular end of a house formed at the end of a pitched roof, from eaves level to apex.
Hip	A slanting ridge formed by the intersection of two sloping roof surfaces at an external corner.
Lintel	A structural member or beam carrying loads over an opening.
Lyctus Borer	A borer that attacks sapwood or hardwoods.
Masonry	Brick, concrete, stone, artificial stone or terracotta laid in mortar.
Mitre	Half the angle of a joint, e.g. corners of door/window architraves.
Moisture Barrier	Material which is used to retard the flow of vapour or moisture into the floor or walls.
Moisture Content	Mass of water contained in timber expressed as a percentage of dry wood fibre.
Mortar	A composition of lime and/or cement and sand mixed with water in various proportions.
Notting	A horizontal piece of timber fixed between studs in a framed wall.
Non-Load Bearing Wall	One which supports no vertical load except that of its own weight and merely defines spaces.
Overhang (Roof)	The section of a roof extending over the external wall.
Parapet	Low wall at the edge of a roof, balcony, bridge or terrace.
Party Wall	The wall between two adjoining buildings but common to and used to advantage of both buildings.
Pergola	An open framework over a path, terrace or patio.
Perpend	The vertical joints in a masonry wall.
Plumb	Vertical or perpendicular.
Quoin	The dressed or finished stones at the corners of a masonry home, sometimes faked in a stucco or wood structure.
Rafter (Common)	In roof construction, a timber framing member providing the principal support for the roofing material.
Reinforcing Fabric (Reo)	Prefabricated steel reinforcement for concrete, consisting of an oblong or square mesh of parallel steel wires welded at points of contact and manufactured in flat sheets or rolls.
Retaining Wall	Any wall subjected to lateral pressure other than wind pressure and built to retain material.
Ridge	The horizontal member at the highest point of a roof where the common rafters meet.
Roof Pitch	The angle formed between a sloping roof surface and a horizontal line.
Roof Truss	A frame designed to carry the loads of a roof and its covering over the full span without intermediate support.
Rough in	To lay out the basic lines of electrical or plumbing requirements, without making the final connections.
Sarking	A covering of water-proof building paper beneath the external roof covering.
Sash	The framework in a window, into which the glass is fitted.
Soffit	The lower face or under-surface of anything (arch, eaves of a roof).
Stud	A vertical member in wall framing.
Suspended Ceiling	A ceiling which is suspended from and is not in direct contact with the floor or roof construction above and generally used to conceal services.
Underpinning	The construction of new footing and walling under the footings of an existing structure which have failed or may fail.
Valley	The internal angle formed by two inclined slopes of a roof or an internal corner.
Wall Tie	A steel wire tying brickwork to a timber frame.
Weep Holes	Openings left in the perpend of a brickwork course over flashings and at the bottom of wall cavities for drainage purposes.



SPI Property Inspections

OWNER BUILDER TERMS & CONDITIONS

The inspection will be carried out in accordance with the requirements of Section 137B of the Building Act 1993. SPI Property Inspections will carry out the inspection and report as requested by the client in accordance with these Terms and Conditions.

Terms and Conditions

1. The report has been prepared in accordance with the requirements of Section 137B of the Building Act 1993 and the associated Building Acts and Regulations.
 - 1.1 "Building" is defined in the Building Act 1993 as any structure, temporary building, temporary structure, or any part of a building or structure.
 - 1.2 "Construction" in relation to a building, is defined in section 137B of the Building Act 1993 as to build, rebuild, erect or re-erect the building, make alterations to the building, enlarge or extend the building, manage or arrange any other person to do anything referred to above.
2. The purpose of the inspection
 - 2.1 The inspection is to provide a record of the overall condition of the property on the date and at the time of the inspection with the Inspector having access to all areas. Areas not inspected are noted on this report.
 - 2.2 Areas for inspection shall cover all safe and accessible areas defined as those which can be accessed by a 3.6m ladder on the ground or those which have at least 650mm unimpeded vertical and horizontal clearance without the removal of furniture, fittings, cladding or lining materials, plants or soil. Such access does not include the use of destructive or invasive inspection methods nor does it include removing screws and bolts to access covers or cutting or making access traps or moving furniture, floor coverings or stored goods.
 - 2.3 In the case where a property is occupied, the client must be aware that personal items and furnishings may restrict access to rooms and limit vision in places. These items may conceal signs of problems which may only be discovered once items have been shifted or removed.
3. The Report covers only the building works carried out by the nominated Owner-Builder, as advised by the client. It is not a pre-purchase property inspection, within the meaning of AS4349.1, and therefore does not cover works carried out by anyone other than the Owner- Builder. Purchasers cannot rely on this report to ascertain the full condition of the building.
4. Materials notes as "recycled" or "second-hand" in this Report, are not covered by any warranties extended by his practitioner and/or the relevant Insurer. As such, any reference to these items has been based on a casual inspection only.
5. The scope of the inspection
 - 5.1 The inspection comprised a visual assessment of the property to identify major defects and to report on the general condition of the property at the time of the inspection.
 - 5.2 An estimate of the cost of rectification of defects is outside the scope of the Standard and does not form part of this report.
 - 5.3 The report does not cover any part of the premises located beneath the ground surface (such as sewer, stormwater drains etc.) except in the case of a Base Stage inspection, if these areas are visible.
 - 5.4 This report does not deal with non-standard inspections such as electrical installation or other specialist inspections (such as plumbing, hydraulics, mechanical services or geotechnical).



- 5.5 The inspection will not look for timber pest activity. However, if timber pest damage is found then it will be reported. The Inspector will only report on the damage which is visible. It is recommended to have an inspection carried out in accordance with AS4349.3-1998 Timber Pest Inspections by a fully qualified, licensed and insured Timber Pest Inspector.
 - 5.6 The report does not cover the identification of asbestos related products.
 - 5.7 The report does not determine whether the building complies with the provisions of any building Act, regulation, ordinance, local law, by-law, or as an insurance policy or a warranty against problems developing with the building in the future.
 - 5.8 The report does not contain the assessment of any apparent defect including rising damp and leaks as the detection of which may be subject to prevailing weather conditions or recent occupancy or use of services.
 - 5.9 The report may not cover issues of maintenance or specific minor defects (such as jamming doors, windows or catches, decorative finishes or hairline or slight cracks). The report may include a general assessment of the general incidence of minor defects in the building compared with otherwise similar properties.
 - 5.10 The report shall identify any observed item that may constitute a present or imminent serious safety hazard.
 - 5.11 The roof has not been water-tested for leaks, or the guttering checked for levels.
 - 5.12 The roof areas are deemed to be inaccessible.
 - 5.13 The report and inspection does not assess the condition of conspicuous, non-structural items such as carpets, vinyl floor coverings etc. or the operation of any appliances, spa pumps or pool equipment or matters of privacy or vehicle access. Such matters are for the client's own consideration.
6. The report is prepared for the sole and exclusive use of the client whose name appears on page 1 of the report and cannot be used or acted upon by any other party without the express written permission of SPI Property Inspections. The report does not constitute a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, local law or by-law and does not warranty against problems developing with the building in the future.
 7. SPI Property Inspections accepts no liability for advice given in this report beyond a refund of the inspection fee.
 8. If plans, town planning or building permits are not sighted at the time of this inspection, it is the purchaser's responsibility to verify the legality of these works.
 9. This Building Practitioner and/or the relevant Insurer are not liable in respect to any defects referred to in this Report.
 10. This Report is valid for a period of six (6) months from the date of the Report. As per section 137B(2)(a)(ii) of the Building Act 1993, this Report must be obtained not more than 6 months before the person enters into the contract to sell the building.
 11. The report does not cover the identification of non-compliant and non-conforming building products and materials as outlined within the requirements of the National Construction Code (NCC).
 12. This Report must be provided to the Purchaser and/or the Insurer as required, prior to entering into a contract of sale.

