CONTRACT OF SALE OF LAND

PARTIES

MICHAEL BRYAN DOULIS
Vendor

-and-

THE PURCHASER NAMED IN THE PARTICULARS OF SALE
Purchaser

PREMISES:
54 FIR STREET, WHITTLESEA VIC 3757

mjlawyers

MACKINNON JACOBS LAWYERS
Level 1, 151 Boronia Road, Boronia VIC 3155
PO Box 340, Boronia VIC 3155
Tel: 1300 424 452
Fax: 03 9762 1634
Ref: 22605869:BAI:TA
Email: birving@mjhi.com.au

REIV
THE DIFFERENCE

LAW INSTITUTE VICTORIA

Contract of sale of land

Property:

54 Fir Street, Whittlesea VIC 3757

© Copyright August 2019

REIV
THE DIFFERENCE

LAW INSTITUTE VICTORIA

Contract of sale of land

© Copyright August 2019

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act* 1962)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014.*

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

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

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

REIV
THE DIFFERENCE

LAW INSTITUTE VICTORIA

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

© Copyright August 2019

Contract of sale of land

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

- particulars of sale; and
- special conditions, if any; and
- general conditions ~~(which are in the standard form: see general condition 6.1)~~ (which are **not** in the standard form)~~–~~

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../...../20.....

Print name(s) of person(s) signing:.....

.....

State nature of authority, if applicable: .....

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR: .....

..... on ...../...../20.....

Print name(s) of person(s) signing: .....

.....

State nature of authority, if applicable: .....

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

© COPYRIGHT LIV AUGUST 2019

Particulars of sale

Vendor

Name:	**MICHAEL BRYAN DOULIS**
Address:	54 Fir Street, Whittlesea VIC 3757

Vendor's estate agent

Name:	**Stone Real Estate**
Address:	1/75 Church Street, WHITTLESEA VIC 3757
Email:	deanzammit@stonerealestate.com.au
Tel:	9716 2000
Ref:	

Vendor's legal practitioner or conveyancer

Name:	**Mackinnon Jacobs Lawyers**
Address:	Level 1, 151 Boronia Road, BORONIA VIC 3155
Email:	birving@mjhi.com.au
Tel:	1300 424 452
Ref:	22605869:BAI:TA

Purchaser

Name:	
Address:	
ABN:	

Purchaser's legal practitioner or conveyancer

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

© COPYRIGHT LIV AUGUST 2019

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title Reference		being lot	on plan
Vol: 10437	Fol: 964	3	PS422611R

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: **54 Fir Street, Whittlesea VIC 3757**

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*)

All fixed floor coverings, electric light fittings and window coverings

Payment

Price $ .....

Deposit $ ..... by ..... / ..... / 20..... (of which $..... has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on / /

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

- the above date; or
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision; or
- the 14th day after the vendor gives notice in writing to the purchaser of the issuing of the Occupancy Permit.

© COPYRIGHT LIV AUGUST 2019

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document*)

☐ a lease for a term ending on / / with [ ] options to renew, each of [ ]years

OR

☐ a residential tenancy for a fixed term ending on / /

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. (*Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: no more than $ ..... Approval date: / /

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

© COPYRIGHT LIV AUGUST 2019

Special Conditions

1. Amendments to General Conditions

1.1 Without limitation to any other special conditions set out herein, the following general conditions are amended:

(a) general condition 4 is amended by adding the following new paragraph at the end of the general condition:

"If the purchaser makes such nomination later than 14 days before the due date for settlement then the purchaser must at settlement pay the vendor a fee of $220.00 plus GST for the vendor's legal costs of and incidental to the additional work incurred to update any forms or workspace necessary to effect settlement."

(b) general condition 6.1 is deleted;

(c) general condition 14.12 and 20.4 are added:

"Should the purchaser request an extension of time of any deposit payment or loan approval due date, the purchaser agrees to indemnify the vendor for and reimburse or pay the vendor's legal and administrative fees capped at $160.00 plus GST. These fees are to be paid at settlement by way of an adjustment in the vendor's favour or withheld from the deposit in the event of a termination or rescission."

(d) general condition 23.2(b) is deleted.

(e) general conditions 31.4 to 31.6 (inclusive) are deleted.

(f) general condition 32 is amended by adding the following new paragraph at the end of the general condition:

"The purchaser acknowledges that the term 'reasonably foreseeable loss' shall include any interest, costs, penalties, expenses, damages, or loss sustained by the vendor as a result of the breach, including without limitation:

(a) the costs of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance calculated from the date of settlement;

(b) interest and other expenses payable by the vendor under any existing loan secured over the property or other property of the vendor calculated from the date of settlement;

(c) the vendor's legal costs and expenses as between solicitor and client incurred for any rescheduling of settlement agreed at $270.00 plus GST per re-booking payable at settlement;

(d) any commission or other expenses claimed by the vendor's estate agent or any other person relating to the sale of the property;

(e) accommodation expenses necessarily incurred by the vendor;

(f) legal and/or conveyancing costs and expenses as between the vendor's representative and the vendor; and

(g) if the default results in settlement being delayed until after 31 December in any calendar year, any additional land tax incurred by the vendor as a result of the land being included in the vendor's land tax assessment for the next calendar year; and

(h) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property."

© COPYRIGHT LIV AUGUST 2019

(g) general condition 34.1 is amended to read:

"A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and compensation for any reasonably foreseeable loss incurred as a result of the default and the right to sue for money owing, until the other party is given and fails to comply with a written default notice."

1.2 Notwithstanding any other provision in this contract to the contrary, the parties acknowledge and agree that there shall be no obligation on the purchaser to pay an amount for or towards:

(a) tax for which the vendor is or may become liable in respect of the land under the *Land Tax Act 2005* unless the price is more than the threshold amount within the meaning of section 10I of the *Sale of Land Act 1962*; and

(b) tax payable under an existing windfall gains tax liability in respect of the land arising under the *Windfall Gains Tax Act 2021*.

2. Non-merger

2.1. If any provision of this Contract remains to be performed or is capable of having effect after the final settlement date this Contract shall remain in full force and effect notwithstanding completion of the sale and purchase of the land and that provision shall not merge in the instrument of transfer of the land.

3. Interpretation

3.1. Where not inconsistent with the context the expression "the Purchaser" as used in this Contract and the conditions thereof shall where there is only one purchaser mean and include the Purchaser his executors administrators and assigns and when there are two or more Purchasers mean and include the Purchasers and each and every or any of them and the executors administrators and assigns of them and each and every or any of them and the agreements and obligations of the Purchasers under this Contract and the conditions thereof shall bind any two or more of them jointly and each of them severally. Words importing the masculine gender shall extend to and include the feminine or neuter gender respectively and words importing the singular or plural number shall extend to and include the plural and singular numbers respectively as the case may require.

4. Acknowledgement

4.1. The Purchaser acknowledges that the Vendor's agent has acted as agent of the Vendor and that no information representation or warranty of the Vendor or the Vendor's agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and that no information representation or warranty has in fact been so relied upon and that this Contract is the sole and full repository of the agreement between the Vendor and the Vendor's agent on the one hand and the Purchaser on the other hand.

5. Section 32 Statement

5.1. The Vendors Statement required by Section 32 (1) of the Sale of Land Act 1962 signed by the Vendor and acknowledged by the Purchaser is included by specific reference and forms part of this Contract.

6. Guarantee

6.1. If the Purchaser or nominated Purchaser shall be or include a company, the company will upon execution hereof procure the execution by each of its Directors of a Guarantee in the form of the draft Guarantee annexed hereto.

7. Foreign Resident

7.1. In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract, the Purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the Treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part II of the Foreign Acquisitions and Takeovers Act 1975.

7.2. The Purchaser further 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 have relied on this warranty when entering into this Contract including any consequential loss.

8. Manner of holding

8.1. If there is more than one purchaser, it is the purchaser's responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (the **proportions**).

8.2. If the proportions recorded in the transfer differ from those recorded in the Contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.

8.3. The Purchaser fully indemnifies the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demand which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.

8.4. This Special Condition will not merge on completion.

9. Auction Contract

9.1. If 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 Schedule 1 to the *Sale of Land (Public Auctions) Regulations* 2014 or any rules prescribed by regulation which modify or replace those Rules.

© COPYRIGHT LIV AUGUST 2019

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; an

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

~~6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.~~

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

© COPYRIGHT LIV AUGUST 2019

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* 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*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 *(Cth)* setting out that the amount or obligation that is secured is nil at settlement; or

© COPYRIGHT LIV AUGUST 2019

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 *(Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 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 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

12. 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.

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

© COPYRIGHT LIV AUGUST 2019

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

© COPYRIGHT LIV AUGUST 2019

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

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

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

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

© COPYRIGHT LIV AUGUST 2019

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

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

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

19. GST

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

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

© COPYRIGHT LIV AUGUST 2019

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In 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.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

© COPYRIGHT LIV AUGUST 2019

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

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

~~(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and~~

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *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.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

© COPYRIGHT LIV AUGUST 2019

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth).* The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgement network; and

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

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

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

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

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth).* The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a

© COPYRIGHT LIV AUGUST 2019

payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000.*

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

© COPYRIGHT LIV AUGUST 2019

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

~~31.4 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 31.2 at settlement.~~

~~31.5 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.~~

~~31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.~~

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

© COPYRIGHT LIV AUGUST 2019

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

© COPYRIGHT LIV AUGUST 2019

Guarantee & Indemnity

TO: The withinnamed and described Vendor
(hereinafter called the **Vendor**)

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the **Purchaser**) the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called the **monies hereby secured**) AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.

B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.

C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.

D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

Schedule

Vendor: **MICHAEL BRYAN DOULIS**

Purchaser:

Guarantor:

IN WITNESS WHEREOF the said Guarantors have set their hands and seals

this day of 2026.

SIGNED SEALED AND DELIVERED by)
the said Guarantor/s)
in Victoria in the presence of:)

_____

_____
Witness Signature

_____
Witness Name

_____

_____
Witness Address

VENDOR STATEMENT

PARTIES:

MICHAEL BRYAN DOULIS
Vendor

-and-

THE PURCHASER NAMED IN THIS VENDOR STATEMENT
Purchaser

PREMISES:
54 FIR STREET, WHITTLESEA VIC 3757

mj lawyers

MACKINNON JACOBS LAWYERS
Level 1, 151 Boronia Road, Boronia VIC 3155
PO Box 340, Boronia VIC 3155
Tel: 1300 424 452
Fax: 03 9762 1634
Ref: 22605869:BAI:TA
Email: birving@mjhi.com.au

The Vendor makes this vendor statement (**Statement**) concerning the property pursuant to section 32 of the *Sale of Land Act* 1962 (Vic) (the **Act**).

This Statement must be signed by the Vendor and given to the Purchaser before the Purchaser signs a contract.

The Vendor may sign this Statement electronically.

The Purchaser acknowledges being given a copy of this Statement signed by the Vendor with attached documents before the Purchaser signed any contract.

1. LAND USE

1.1 Easements, Covenants or Other Similar Restrictions

(a) Particulars of any easement, covenant or other similar restriction affecting the Property (registered or unregistered):

As set out in the attached copies of title documents.

(b) Particulars of any existing failure to comply with their terms are as follows:

None to the Vendor's knowledge.

1.2 Road Access

There is access to the property by road.

1.3 Designated Bushfire Prone Area

The property **is not** in a bushfire prone area within the meaning of regulations made under the *Building Act 1993* (Vic).

1.4 Planning

Information concerning any planning instrument is contained in the attached certificate.

2. FINANCIAL MATTERS

2.1 Particulars of any rates, taxes, charges or other similar outgoings (and any interest payable on them):

(a) Are contained in the attached certificates;

(b) Any amounts (including any proposed Owners Corporation levy) for which the Purchaser may become liable in consequence of the purchase of the property are:

(i) an apportionment of outgoings at settlement and any additional amounts assessed as a rate, tax or charge upon the property after the day of sale; and

(ii) the amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation is none to the Vendor's knowledge.

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

(a)	The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate.	**AVPCC No. 110**
(b)	Is the land tax reform scheme land within the meaning of the CIPT Act?	**No**
(c)	If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows:	**Not Applicable**

3. SERVICES

3.1 The following services (marked "X") are not connected to the Property:

Electricity	☐	.....
Gas	☐	.....
Water	☐	.....
Sewerage	☐	.....
Telephone	☐	.....

4. BUILDING APPROVALS

4.1 Particulars of any building approval granted in the past seven years under the *Building Control Act* 1981 (Vic) or the *Building Act* 1993 (Vic):

(a) Not Applicable.

5. NOTICES

5.1 Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the Property of which the Vendor

might reasonably be expected to have knowledge, including any Notice of intention to acquire under section 6 of the *Land Acquisition and Compensation Act* 1986 (Vic):

(a) None to the Vendor's knowledge.

5.2 Particulars of any notices, property management plans, reports or orders in respect of the Property issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the Property for agricultural purposes:

(a) There are no notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

6. OWNERS' CORPORATION

6.1 The property **is not** affected by an owners' corporation within the meaning of the *Owners Corporations Act* 2006 (Vic).

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

7.1 The property is not affected by GAIC.

8. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

8.1 Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building. This is defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth) to be a building or part of a building:

(a) used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilitates; and

(b) having a net lettable area of at least 1000 sqm, (but does not include a building under a strata title system or if an Occupancy Permit was issued less than 2 years before the relevant date) -

Not Applicable.

9. LAND TITLE

9.1 Attached are copies of the following documents concerning the title to the Property:

(a) Register search statement for Certificate of Title: 10437 / 964;

(b) Plan of Subdivision or proposed Plan of Subdivision ;

10. DUE DILIGENCE CHECKLIST

10.1 The due diligence checklist is attached.

11. MATERIAL FACT

11.1 Building and Pest Report attached.

11.2 Engineers report

12. SIGNING

Date of this Statement: 11/03/2026

Signed by the Vendor:

Michael Bryan Doulis

Signed by the Purchaser(s):

Print full name:

Print full name:

Date of the Purchaser Acknowledgement: / /

SCHEDULE 1

Due Diligence Checklist

Consumer Affairs Victoria

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting **consumer.vic.gov.au/duediligencechecklist**.

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Consumer Affairs Victoria

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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 10437 FOLIO 964

Security no : 124135463466F
Produced 11/06/2026 03:02 PM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 422611R.
PARENT TITLE Volume 10224 Folio 359
Created by instrument PS422611R 16/04/1999

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MICHAEL BRYAN DOULIS of 54 FIR STREET WHITTLESEA VIC 3757
AN442429G 11/01/2017

ENCUMBRANCES, CAVEATS AND NOTICES

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 set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS422611R 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: 54 FIR STREET WHITTLESEA VIC 3757

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**PS422611R**
Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**11/06/2026 15:02**

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

PLAN OF SUBDIVISION

Stage No.	LTO use only	Plan Number
	EDITION 2	PS 422611 R

Location of Land

Parish: TOOROURRONG
Township: WHITTLESEA
Section: 17
Crown Allotment: 1
Crown Portion:

LTO base record:
Title References VOL 10224 FOL 359

Last Plan Reference:
Postal Address: 82 CHURCH STREET
WHITTLESEA 3757
AMG Co-ordinates E 333600
N 5846750

Vesting of Roads or Reserves

Identifier	Council/Body/Person
Road R1	WHITTLESEA CITY COUNCIL

Council Certification and Endorsement

Council Name: WHITTLESEA CITY COUNCIL Ref: 704570

~~1. This Plan is certified under Section 6 of the Subdivision Act 1988.~~

2. This plan is certified under section 11(7) of the Subdivision Act 1988
Date of original certification under section 6 4 / 1 / 99

~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

OPEN SPACE
(i) A requirement for public open space under Section 18 Subdivision Act 1988 has / ~~has not~~ been made.

(ii) The requirement has been satisfied.

~~(iii) The requirement is to be satisfied in Stage~~
~~Council delegate~~
~~Council seal~~
~~Date / /~~

Re-certified under section 11(7) of the Subdivision Act 1988.

Council delegate
~~Council seal~~
Date 9 / 3 / 99

Notations

Depth Limitations: DOES NOT APPLY

Staging: This is/is not a staged subdivision
Planning permit No.

Survey: This plan is / is not based on survey
(To be completed where applicable)

This survey has been connected to permanent marks no(s).
in Proclaimed Survey Area no.

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	SEWERAGE	SEE DIAG	THIS PLAN	YARRA VALLEY WATER LTD

LTO use only

Statement of compliance/ Exemption Statement

Received ☑

Date: 1 / 4 / 99

LTO use only

PLAN REGISTERED

TIME 1-05 P.M.

DATE: 16/4/99

Assistant Registrar of Titles.

Sheet 1 of 2 Sheets

NEIL A WEBSTER & ASSOCIATES
1004 MAIN ROAD ELTHAM 3095
PHONE (03) 9439 4222 FAX (03) 9439 5288

LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER

SIGNATURE _____ DATE 13/ 5 /1998

REF. 7884 VERSION 02

DATE 9 / 3 / 99

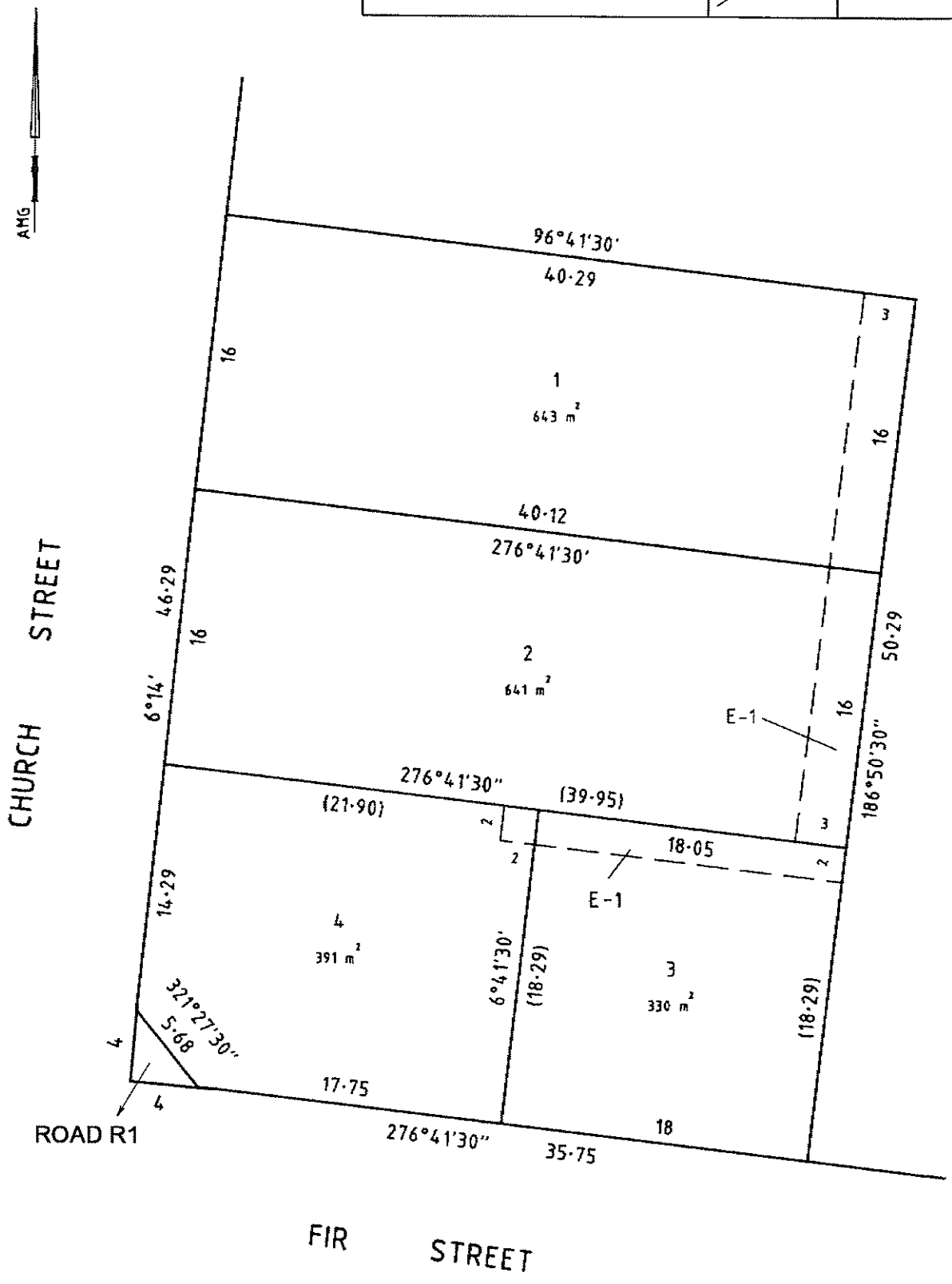
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No. /

Plan Number **PS 422611 R**



NEIL A WEBSTER & ASSOCIATES
1004 MAIN ROAD ELTHAM 3095
PHONE (03) 9439 4222 FAX (03) 9439 5288

Sheet 2 of 2 Sheets

SCALE 1:250

2·5 0 2·5 5 7·5 10
LENGTHS ARE IN METRES

ORIGINAL

SCALE | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) NEIL ALFRED WEBSTER

SIGNATURE _____ DATE 13/ 5 /1998

REF. 7884 VERSION 02

DATE 9/3/99

COUNCIL DELEGATE SIGNATURE

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS422611R

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
THIS PLAN	ROAD R1	ROAD R1 PARCEL ADDED TO PLAN	AT233510P	12/05/2020	2	AD

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1263702

APPLICANT'S NAME & ADDRESS

TANYA ALLWOOD C/- GXS

DOCKLANDS

VENDOR

DOULIS, MICHAEL BRYAN

PURCHASER

N/A

REFERENCE

22605869

This certificate is issued for:
LOT 3 PLAN PS422611 ALSO KNOWN AS 54 FIR STREET WHITTLESEA
WHITTLESEA CITY

The land is covered by the:
WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:
- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/whittlesea)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

11 June 2026

Sonya Kilkenny
Minister for Planning

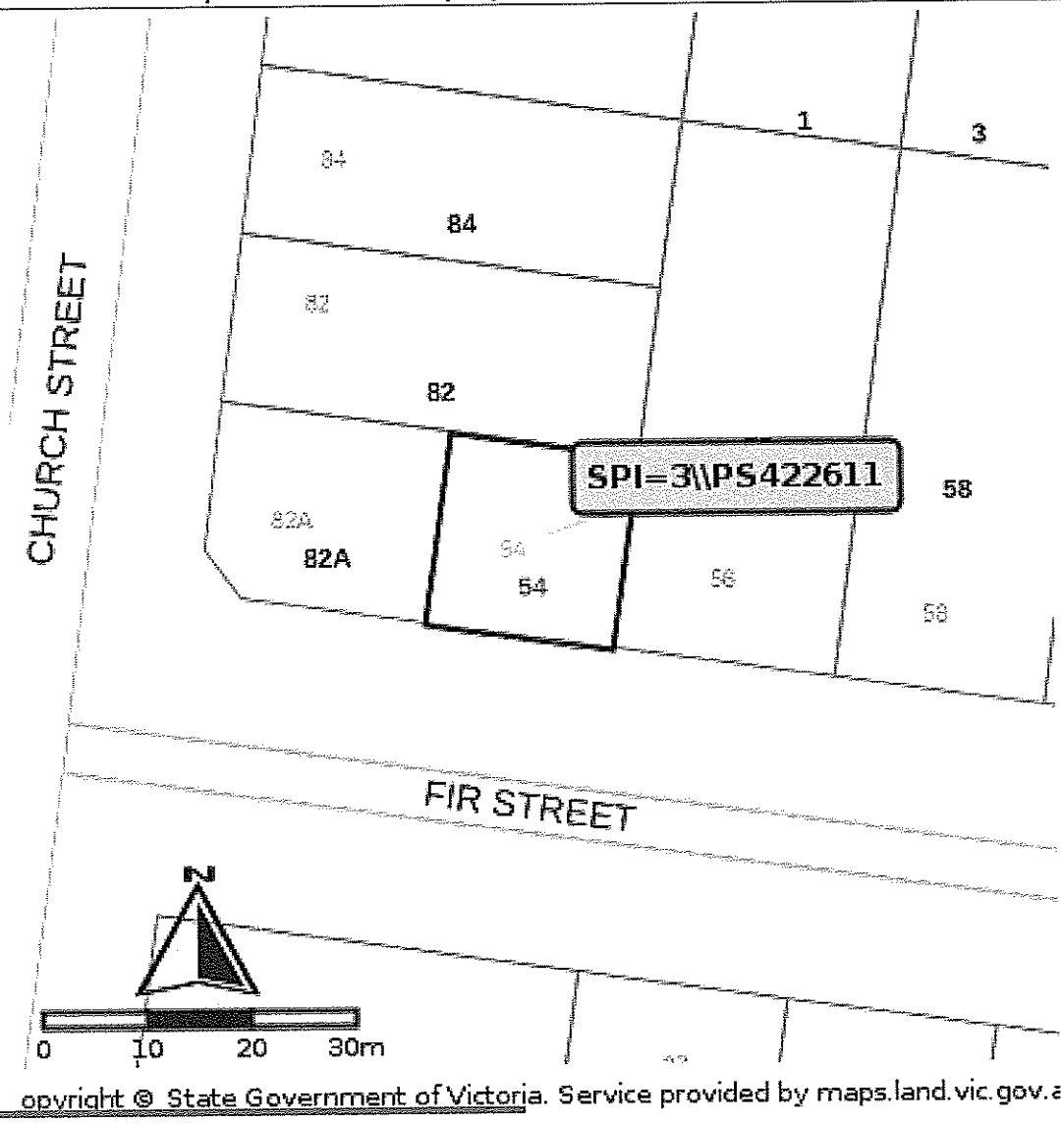
VICTORIA State Government

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



opyright © State Government of Victoria. Service provided by maps.land.vic.gov.a

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA ®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA ® for auditing purposes and will not be released to any third party except as required by law.

VICTORIA State Government

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 11 June 2026 02:51 PM

PROPERTY DETAILS

Address:	**54 FIR STREET WHITTLESEA 3757**
Lot and Plan Number:	**Lot 3 PS422611**
Standard Parcel Identifier (SPI):	**3\PS422611**
Local Government Area (Council):	**WHITTLESEA** www.whittlesea.vic.gov.au
Council Property Number:	**443739**
Planning Scheme:	**Whittlesea** Planning Scheme - Whittlesea
Directory Reference:	**Melway 246 G8**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**YAN YEAN**

OTHER

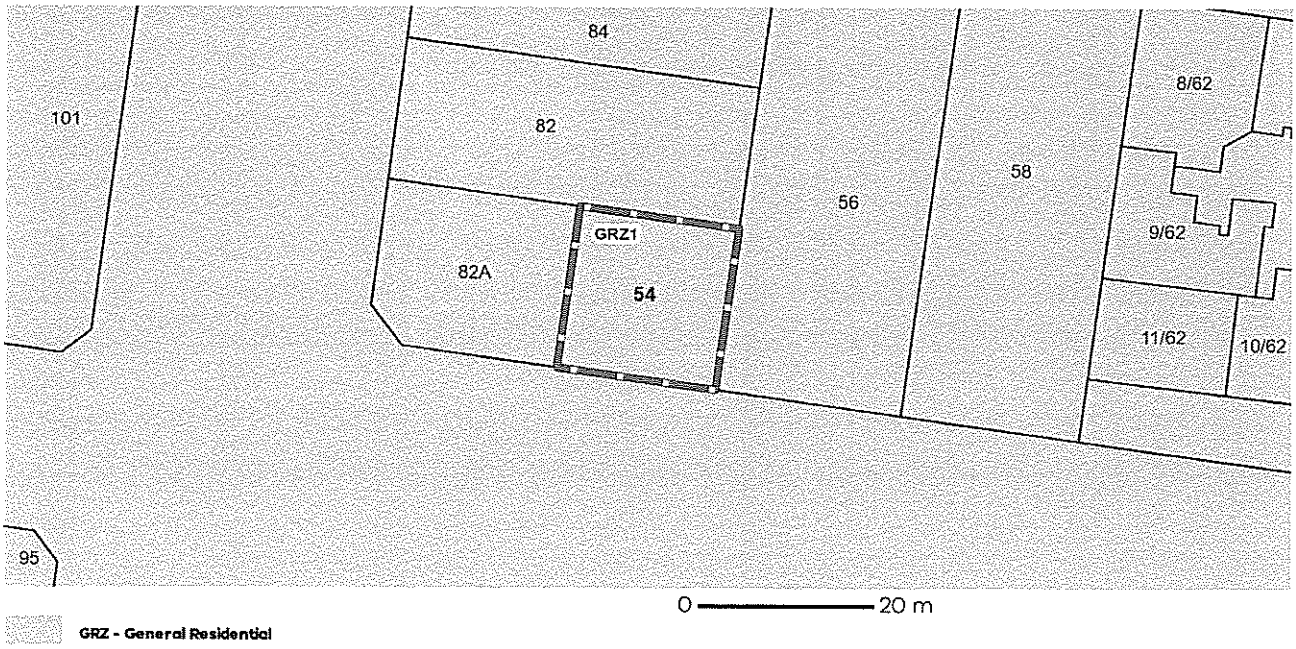
Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

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

No planning overlay found

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 28 May 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.
This report provides information about the zone and overlay provisions that apply to the selected land.
Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting https://www.planning.vic.gov.au

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

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

To view planning zones, overlay and heritage information in an interactive format visit https://mapshare.vic.gov.au/vicplan/

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

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 Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.vic.gov.au/disclaimer

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

vicroads

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Tanya Allwood
PO Box 340
BORONIA 3155

Client Reference: 22605869

NO PROPOSALS. As at the 11th June 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

54 FIR STREET, WHITTLESEA 3757
CITY OF WHITTLESEA

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: 11th June 2026

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

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

11th June 2026

Tanya Allwood C/- GXS
LANDATA
certificates@landata.vic.gov.au

Dear Tanya Allwood C/- GXS,

RE: Application for Water Information Statement

Property Address	54 FIR STREET WHITTLESEA 3757
Applicant	Tanya Allwood C/- Gxs LANDATA
Information Statement	31041470
Conveyancing Account Number	7959580000
Your Reference	22605869

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
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

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

Yarra Valley Water Property Information Statement

Property Address	54 FIR STREET WHITTLESEA 3757

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.

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

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

Melbourne Water Property Information Statement

Property Address	54 FIR STREET WHITTLESEA 3757

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: 31041470	Address	54 FIR STREET WHITTLESEA 3757
	Date	11/06/2026
	Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

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

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

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

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

Tanya Allwood C/- GXS
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7959580000
Rate Certificate No: 31041470

Date of Issue: 11/06/2026
Your Ref: 22605869

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
54 FIR ST, WHITTLESEA VIC 3757	3\PS422611	1560198	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01/04/2026 to 30/06/2026	$21.04	$0.00
Residential Water and Sewer Usage Charge *Step 1 - 18.000000KL x $3.57240000 = $64.30* Estimated Average Daily Usage $0.71	05/02/2026 to 06/05/2026	$64.30	$0.00
Residential Sewer Service Charge	01/04/2026 to 30/06/2026	$121.26	$0.00
Parks Fee	01/04/2026 to 30/06/2026	$22.39	$0.00
Drainage Fee	01/04/2026 to 30/06/2026	$17.10	$0.00
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00

Lisa Anelli
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 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 440 litres per day; 340.78 cents per kilolitre for 441-880 litres per day and 504.86 cents per kilolitre for anything more than 881 litres per day. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.21 cents per kilolitre for the first 440 litres per day; 468.71 cents per kilolitre for 441-880 litres per day and 544.56 cents per kilolitre for anything more than 881 litres per day. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

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

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: 1560198

Address: 54 FIR ST, WHITTLESEA VIC 3757

Water Information Statement Number: 31041470

HOW TO PAY

Biller Code: 314567
Ref: 10496329748

Amount Paid		Date Paid		Receipt Number	

Property Clearance Certificate

Land Tax

TANYA ALLWOOD

Your Reference: LD:80821733-008-4.22605869
Certificate No: 99589603
Issue Date: 11 JUN 2026
Enquiries: ESYSPROD

Land Address: 54 FIR STREET WHITTLESEA VIC 3757

Land Id	Lot	Plan	Volume	Folio	Tax Payable
27166926	3	422611	10437	964	$0.00

Vendor: MICHAEL DOULIS
Purchaser: N/A

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR MICHAEL BRYAN DOULIS	2026	$310,000	$0.00	$0.00	$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential 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 (CIV):	$575,000
SITE VALUE (SV):	$310,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 99589603

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $1,380.00

Taxable Value = $310,000

Calculated as $1,350 plus ($310,000 - $300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $5,750.00

Taxable Value = $575,000

Calculated as $575,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 99589603

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: 99589603

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 updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Commercial and Industrial Property Tax

TANYA ALLWOOD

Your Reference:	LD:80821733-008-4.22605869
Certificate No:	99589603
Issue Date:	11 JUN 2026
Enquires:	ESYSPROD

Land Address: 54 FIR STREET WHITTLESEA VIC 3757

Land Id	Lot	Plan	Volume	Folio	Tax Payable
27166926	3	422611	10437	964	$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:	$575,000
SITE VALUE:	$310,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 99589603

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

TANYA ALLWOOD

Your Reference: LD:80821733-008-4.22605869

Certificate No: 99589603

Issue Date: 11 JUN 2026

Land Address: 54 FIR STREET WHITTLESEA VIC 3757

Lot	Plan	Volume	Folio
3	422611	10437	964

Vendor: MICHAEL DOULIS

Purchaser: N/A

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 99589603

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 99589608

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: 99589608

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

City of Whittlesea

Date of issue	Assessment No.	Certificate No.	Your reference
12/06/2026	443739	185009	80821733-012-1

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2026

Property location: 54 Fir Street WHITTLESEA 3757
Description: LOT: 3 PS: 422611R
AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	$575,000	$310,000	$28,750

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

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

Rates & charges			
General rate		$1,359.50	
Food/Green waste bin charge		$95.30	
ESVF Fixed charge (Res)		$136.00	
ESVF Variable Levy (Res)		$99.48	
Waste Service Charge (Res/Rural)		$208.80	
Waste Landfill Levy Res/Rural		$105.85	
Arrears to 30/06/2025		$0.00	
Interest to 12/06/2026		$0.00	
Other adjustments		$0.00	
Less	Concessions	$0.00	
	Sustainable land management rebate	$0.00	
	Payments	-$2,004.93	
Balance of rates & charges due:			$0.00
Property debts			
Other debtor amounts			
Special rates & charges			
nil			
Total rates, charges and other monies due			**$0.00**

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Please note our email address has changed – please email NOAs to rev@whittlesea.vic.gov.au

Locked Bag 1, Bundoora MDC VIC 3083
25 Ferres Boulevard, South Morang VIC 3752
9217 2170 whittlesea.vic.gov.au

ABN 72 431 091 058

Free telephonic interpreter service
131 450

2. Outstanding or potential liability / sub-divisional requirement:
There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.
There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

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

No Orders applicable.

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

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

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

6. Other information:

Authorising Officer

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

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

Biller Code **5157**
Ref **443739**

Please note our email address has changed – Notices of Acquisition must be sent to rev@whittlesea.vic.gov.au

City of Whittlesea

Enquiries: Building and Planning Administration 9217 2170
Buildplan@whittlesea.vic.gov.au

Your Ref: 80821733-014-5

24 June 2026

Landata,

BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION
54 (Lot 3) Fir Street WHITTLESEA VIC 3757

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

Regulation 51 1 (a)*

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
CBS-U71338/8853144219827	19/03/2024	Underpinning to an Existing Dwelling	Lapsed 26/03/2025

Regulation 51 1 (b) (c)

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act ..... **No**

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

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

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

Yours sincerely

BUILDING & PLANNING
CITY OF WHITTLESEA

Council Offices
25 Ferres Boulevard
South Morang VIC 3752

Locked Bag 1
Bundoora MDC VIC 3083

ABN 72 431 091 058

Tel 03 9217 2170
Fax 03 9217 2111
TTY 133 677 (ask for 9217 2170)
Email info@whittlesea.vic.gov.au
www.whittlesea.vic.gov.au

Free Telephone Interpreter Service

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

PRE-PURCHASE BUILDING AND TIMBER PEST INSPECTION

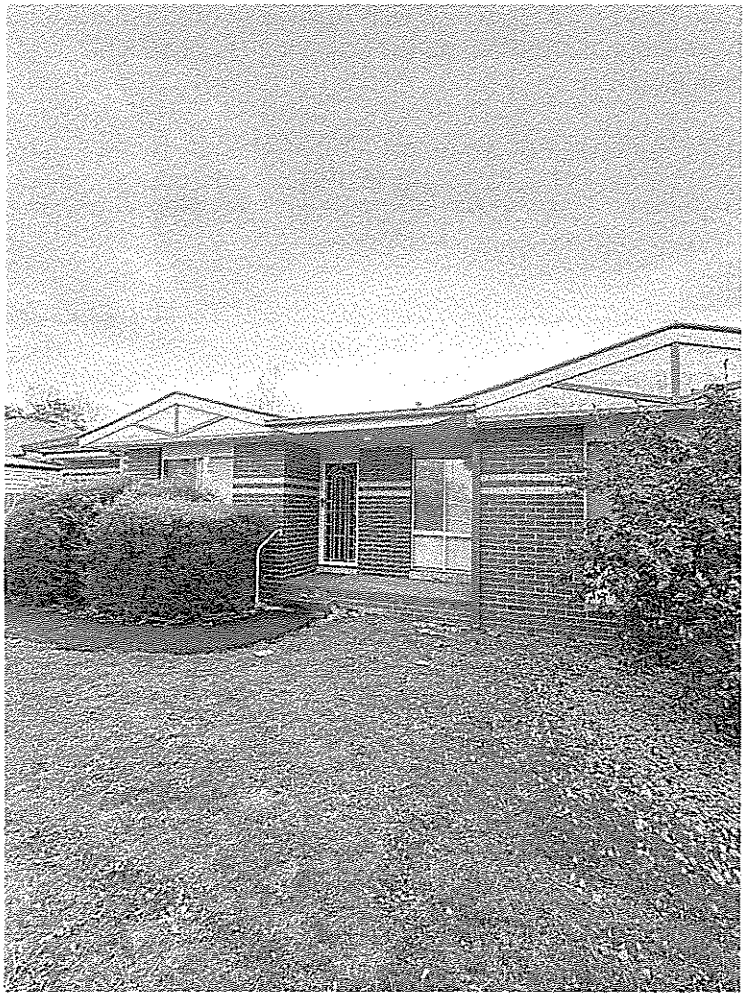
Provided By

Ace Building and Pest Inspection

8A Glen Cairn Ave, Ringwood, Victoria, 3134
P 0413163187
Acebuildingandpest@gmail.com

Inspection Address

54 Fir Street, Whittlesea, Victoria, 3757



25	5
Minor Defects	Major Defects

Report Information

Client Information

Client Name	Michael Doulis
Report Ordered By	Michael Doulis
Email	jdoulis@bigpond.net.au

Inspection Information

Report/Agreement #	170626090657260
Inspection Date:	17 Jun 2026
Inspection Time:	09:06 am

Pest And Building Inspection

The Scope of the Inspection: This report Complies with Australian Standards AS 4349.1-2007. Inspection of Buildings Part 1: Pre- Purchase Inspections-Residential Buildings- Appendix "C" and with AS 4349.3-2010 (Visual Timber Pest Inspection Report)

Only the purchaser name at the front page of the report "Client" should rely on this report. If this report has been issued to you by a third party. You are not to rely on its findings or contents and seek to obtain your own independent pre purchase inspection report as this report or its contents is non transferable. The inspection WILL NOT report on items listed in Appendix "D" of AS43491.2007.

If the property is part of a Strata or Company Title , then Appendix "B" of the Australian Standards applies.

Special Requirements: Unless stated otherwise in the report It is acknowledged that there are no special requirements placed on this inspection that are outside the scope of the abovementioned Australian Standard.

Inspection Agreement: This report is subject to the terms, scope, description and limitations of the inspection agreement that was entered into prior to the inspection being performed. (Note: This agreement may have been entered into by your Solicitor/Conveyancer or other agent). If you are unsure in any way as to how that inspection agreement impacts this inspection and report, please seek clarification prior to committing to the property.

Changes to the Inspection Agreement: Unless stated otherwise in the report It is acknowledged that if any inspection agreement is in place in respect to this inspection, no changes have been made between the scope of the pre-Inspection Agreement and the scope of this inspection report.

Please read the entire report. Refer to the terms & conditions as they form part of the report

Areas to be Inspected and Restrictions

The Building and the site including fencing that is up to 30 meters from the building and within the boundaries of the site. Where present and accessible, the Inspection shall include.

(a) The interior of the building.

(b) The roof space.

(c) The exterior of the building

(d) The sub-floor space

(e) The roof exterior

(f) The property within 30 m of the building subject to inspection.

Visual Inspection Only

This is a visual inspection only limited to those areas and sections of the property fully accessible and visible to the inspector on the date of inspection. The inspection did not include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/ sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector cannot see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector did not dig, gouge, force or perform any other invasive procedures. Visible timbers cannot be destructively probed or hit without the written permission of the property owner.

Very Important note to the purchaser.

In the event that areas where access could not be gained ie: locked areas or rooms where physical access could not be gained, structural defects, termite damage or activity may be present but not seen. Access should be provided and a follow up or re-Inspection should be undertaken prior to a contract of sale becoming binding. Please consult with the vendor and request full access to restricted areas. This should be done prior to a decision to purchase.

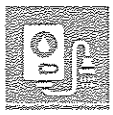
Table of Contents


1. GENERAL SITE PHOTOS


2. SITE & CONCRETED AREAS


3. ROOF AND GUTTER


4. EXTERIOR


5. HOT WATER SYSTEM


6. GARAGE - CARPORT


7. STAIRS- PERGOLA- BALCONIES-DECKS


8. INTERIORS


9. BATHROOM(S)


10. KITCHEN & LAUNDRY


11. ROOF VOID


12. SUBFLOOR


13. PROPERTY AND INSPECTION INFORMATION


14. OBSTRUCTIONS AND LIMITATIONS


15. CONCLUSION


16. ACCESS AND RESTRICTIONS


17. TIMBER PEST FINDINGS


18. CONDUCIVE CONDITIONS


19. OVERALL ASSESSMENT

Summary Of Major Defects And Safety Hazards

Below Is a summary of significant Items requiring immediate action.

The # denotes to the defect number in the report

Section	Location	Name	Comment
EXTERIOR	Rising Damp	Damp Proof Course	#11. This is a note only and not a major defect until a further invasive inspection has been undertaken to confirm the presence of a DPC A damp proof course is not visible or could not be visually identified. This may cause rising damp issues. Contact a specialist in this field to further investigate and make recommendation.
EXTERIOR	Walls	Condition	#12. Cracks noted (Damage Catergory 3 to 4) Possible causes may be foundation movement. Support structure deflection. Thermal movement and moisture uptake or loss, failure under external loads. In in the inspectors opinion these cracks require further assessment. A structural engineer should be consulted for further evaluation and advice. For clarification on the catergory of cracks with a damage category of 3 to 4, please refer to Cracking of Building Elements in Section 2D of the Terms and Conditions of this report.
EXTERIOR	Windows	Overall Condition	#14. Upon visual inspection, an excessive gap between the window and wall cladding was observed, likely due to foundation movement. This gap may lead to water ingress and energy inefficiency. It is recommended to engage a licensed contractor to assess the foundation stability, realign the window, and seal the gap with appropriate weatherproof materials to prevent further structural issues and maintain energy efficiency.
INTERIORS	Bedroom 1	Flooring	#22. Unevenness visible in floor. Possibly due to poor workmanship or excessive movement/settlement. A qualified carpenter should be engaged for advice and recommendations re levelling.
BATHROOM(S)	Bathroom 1	Shower And Bath	#26. Missing tiles noted. This needs to be repaired at the earliest as this has the potential to lead to many related issues such as water proofing fail and water ingress to other Contact a licensed tiler for repairs and recommendation.

Summary Of Minor Defects

Below is a summary of defects other than Major defects.

The # denotes to the defect number in the report

Section	Location	Name	Comment
SITE & CONCRETED AREAS	Fences & Gates	Overall Condition	#1. Fence rot/leaning. Repairs are required by a fencing contractor to avoid unsafe conditions.
SITE & CONCRETED AREAS	Surface Drainage	Drainage Findings	#2. The ground levels along the perimeter walls at the side of the home did not appear to fall away from the property walls sufficiently due to the natural landscape and contour. This will need to be assessed during a period of rainfall and if surface water appears to be entering the sub floor if applicable or ponding against the perimeter walls, engage a plumber or landscaper to assess and rectify as required. All drains should be regularly checked by a plumber and kept clean of debris to allow surface water to be carried away from the dwelling.
ROOF AND GUTTER	Roof Covering	Roof Clad Condition	#3. Upon visual inspection, moss growth was observed on the roof metal sheets. This can lead to moisture retention and potential corrosion. It is recommended to have a suitably licensed or qualified tradesperson clean the affected areas and apply a moss-resistant treatment. Regular maintenance should be scheduled to prevent recurrence and ensure the longevity of the roofing material.
ROOF AND GUTTER	Roof Covering	Flashing Conditions	#4. Minor flashing lift/detachment. A qualified roofer should be engaged for repairs and recommendations.
ROOF AND GUTTER	Guttering	Gutter Findings	#5. Debris in guttering areas- this requires cleaning out to prevent blocking of downpipes and leaking into eaves and fascia. Have gutters cleaned and assessed by a plumber for adequate fall. Regularly clean to prevent ponding. Ponding water will contribute to rust.
ROOF AND GUTTER	Guttering	Gutter Findings	#6. The gutter join/s have separated and will leak in rainy periods. A qualified roof plumber should be engaged for advice and recommendations.
EXTERIOR	Eaves	Eave Condition	#7. Bubbling eave lining paint. Normally due to overflowing/ blocked or leakage guttering. A qualified roof plumber should be engaged for advice and recommendations.
EXTERIOR	Eaves	Eave Condition	#8. Eave lining damage visible. Recommendations: A qualified carpenter should be engaged for repairs.
EXTERIOR	Eaves	Eave Condition	#9. Quad deteriorated or detached. Contact a licensed carpenter for repairs.
EXTERIOR	External Door Components	Door Findings	#10. Gaps between frame and wall cladding evident - This can be due to poor workmanship, wall movement, footings settlement. Recommendations: A qualified carpenter should be engaged for advice and recommendations re sealing gaps to prevent water ingress.

EXTERIOR	Windows	Overall Condition	#13. Gaps between window frame and wall cladding evident - This can be due to poor workmanship, wall movement, footings settlement. A qualified carpenter should be engaged for advice and recommendations.
GARAGE - CARPORT	Garaging	Wall Cladding Findings	#15. There appears to have been some settlement which has caused some cracking to the walls. These crack are catergorized as 0 to 2. This can also cause some doors to bind or be out of square. In the inspectors opinion these cracks are due to settlement, usually due to ground movement and subsequent movement to building materials can be expected. Any cracks should be monitored and if cracks increase in size, further investigation should be carried out by a structural engineer. For clarification on the catergory of cracks please refer to Cracking of Building Elements in Section 2D of the Terms and Conditions.
GARAGE - CARPORT	Garaging	Ceiling Findings	#16. Upon visual inspection, minor ceiling sagging was observed, likely due to moisture or structural issues. Recommend engaging a licensed contractor to assess and reinforce ceiling supports. Ensure proper ventilation to prevent moisture buildup. Repair any leaks and consider installing additional bracing if necessary. Regular monitoring is advised to prevent further sagging and maintain structural integrity.
INTERIORS	Living Room	Walls	#17. Settlement Cracks Noted. These are typical and generally patch and paint will suffice, however we recommend you monitor these cracks and if they become wider or longer, you will need to contact a structural engineers to assess.
INTERIORS	Dining Room	Ceiling	#18. Poor butt joint finish visible under normal lighting conditions. Contact a qualified plasterer for repairs.
INTERIORS	Dining Room	Walls	#19. Settlement Cracks Noted. These are typical and generally patch and paint will suffice, however we recommend you monitor these cracks and if they become wider or longer, you will need to contact a structural engineers to assess.
INTERIORS	Bedroom 1	Walls	#20. Settlement Cracks Noted. These are typical and generally patch and paint will suffice, however we recommend monitor these cracks and if become wider or longer, you will need to contact a structural engineers to assess.
INTERIORS	Bedroom 1	Windows	#21. Upon visual inspection, the window paint is peeling, indicating potential moisture intrusion or poor surface preparation. To address this, a licensed painter should scrape off the peeling paint, sand the surface, and apply a primer. Ensure the area is dry and clean before repainting with high-quality exterior paint to prevent future issues. Regular maintenance checks are recommended to maintain the window's integrity.
INTERIORS	Bedroom 2	Walls	#23. Settlement Cracks Noted. These are typical and generally patch and paint will suffice, however we recommend monitor these cracks and if become wider or longer, you will need to contact a structural engineers to assess.

INTERIORS	Bedroom 2	Windows	#24. Upon visual inspection, the window paint is peeling, indicating potential moisture intrusion or poor surface preparation. To address this, a licensed painter should scrape off the peeling paint, sand the surface, and apply a primer. Ensure the area is dry and clean before repainting with high-quality exterior paint to prevent future issues. Regular maintenance checks are recommended to maintain the window's integrity.
BATHROOM(S)	Bathroom 1	Walls	#25. Cracked tile/s noted. A qualified tiler should be engaged for advice and recommendations.
KITCHEN & LAUNDRY	Kitchen and Pantry	Walls	#27. Settlement Cracks Noted . These are typical and generally patch and paint will suffice, however Monitoring these cracks advised for 12 months and if become wider or longer, you will need to contact a structural engineers to assess.
KITCHEN & LAUNDRY	Laundry	Walls	#28. Settlement Cracks Noted . These are typical and generally patch and paint will suffice, however Monitoring these cracks advised for 12 months and if become wider or longer, you will need to contact a structural engineers to assess.
KITCHEN & LAUNDRY	Laundry	Floor	#29. Some chipped and damaged tiled were noted. Replacement recommended by a qualified tiler
ROOF VOID	Insulation	Sarking	#30. Sarking deteriorated/ damaged / aged in some sections. A qualified roofing contractor should be engaged for advice and recommendations.

GENERAL SITE PHOTOS

General Site Photos

Reference Photos

Images provided for a general reference of the external areas



SITE & CONCRETED AREAS

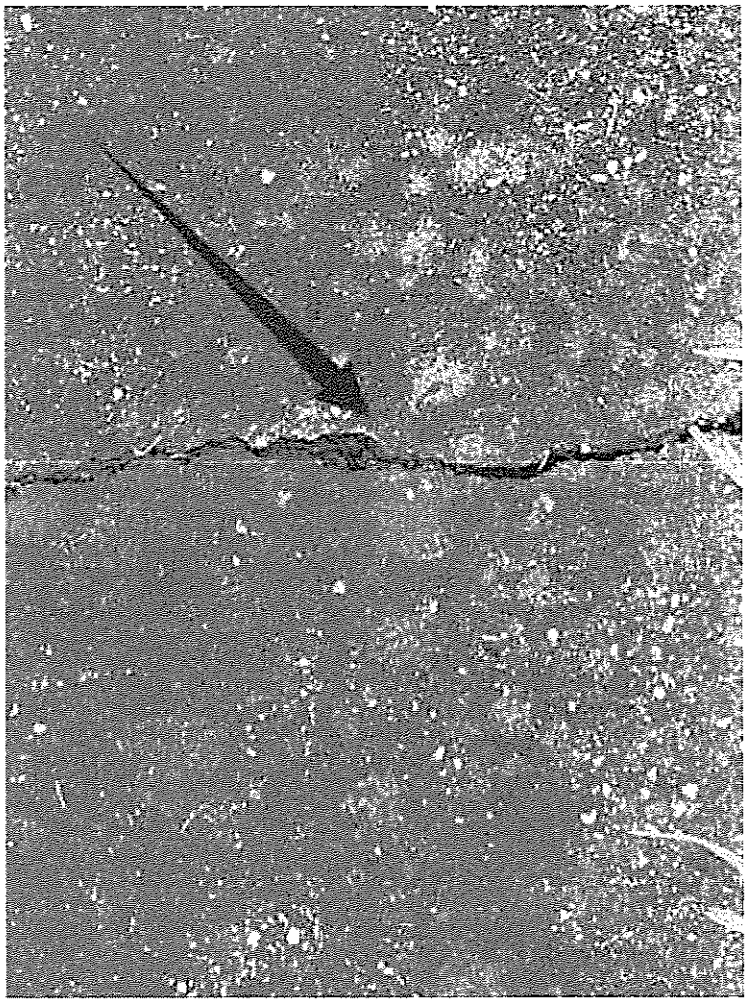
Driveway

Materials

The driveway is concrete.

Driveway Condition

Common cracks were observed on the driveway. Whilst these cracks appeared to be typical at the time of inspection, we strongly recommend you monitor these cracks and if worsening occurs contact a concreter for further advice.



Paths

Pathways Condition

The paths around the home are in a serviceable condition for the age of this dwelling with no major defects visible.

Fences & Gates

Overall Condition

Damage was noted to the timber fence. Contact a fencing contractor for repairs.

#1. Fence rot/leaning. Repairs are required by a fencing contractor to avoid unsafe conditions.



FENCE LEANING

Surface Drainage

Drainage Findings

#2. The ground levels along the perimeter walls at the side of the home did not appear to fall away from the property walls sufficiently due to the natural landscape and contour. This will need to be assessed during a period of rainfall and if surface water appears to be entering the sub floor if applicable or ponding against the perimeter walls, engage a plumber or landscaper to assess and rectify as required. All drains should be regularly checked by a plumber and kept clean of debris to allow surface water to be carried away from the dwelling.

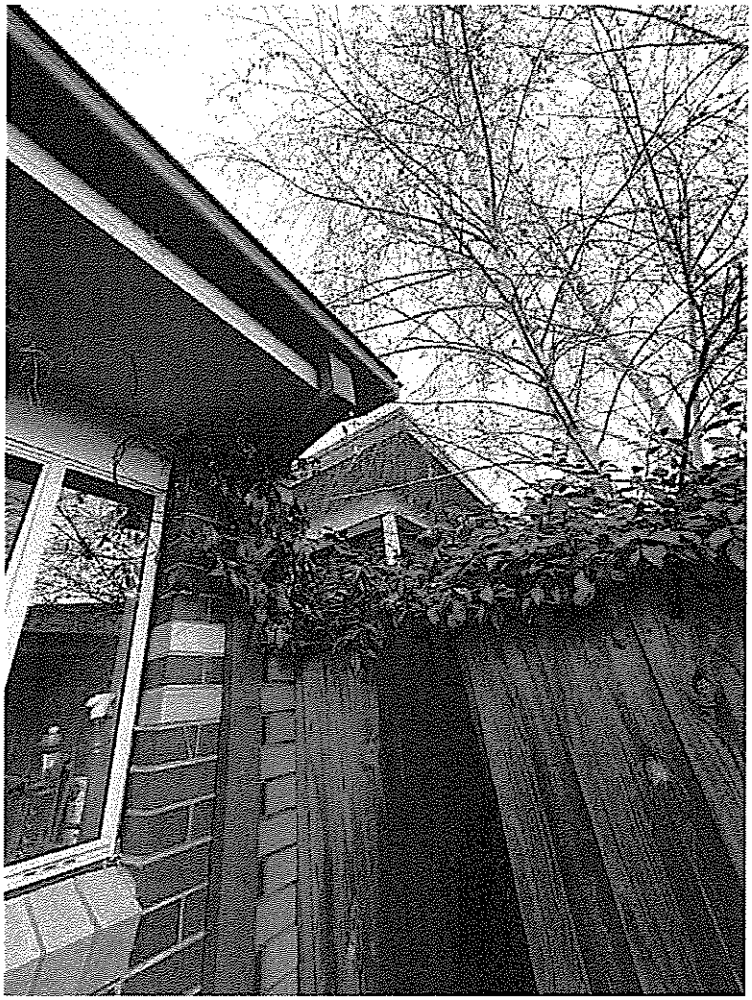


DIRECTION OF THE SLOPE

Trees

Tree Findings

Trees are overhanging roof areas. These should be cut back away from the roof line and gutters.



ROOF AND GUTTER

Roof Covering

General Disclaimer

Refer to Section 2C of the Terms And Conditions section of this report

Roof Covering Type

Metal roof cladding

Overall Condition

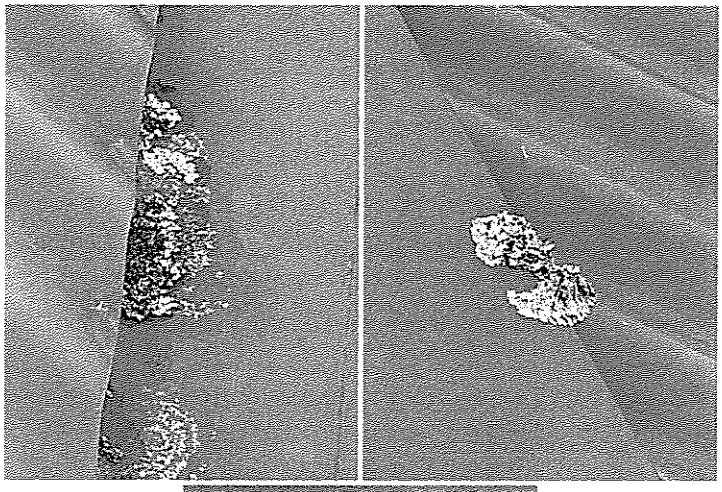
On inspection, defects were noted that may require further assessment and recommendations by licensed roofer.

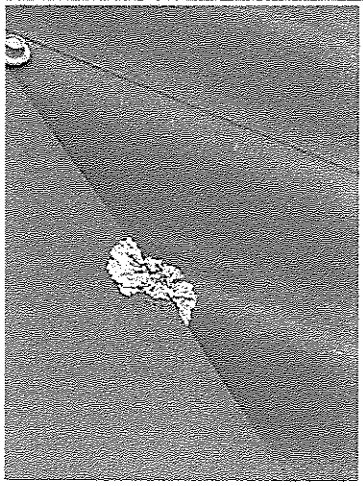




Roof Clad Condition

#3. Upon visual inspection, moss growth was observed on the roof metal sheets. This can lead to moisture retention and potential corrosion. It is recommended to have a suitably licensed or qualified tradesperson clean the affected areas and apply a moss-resistant treatment. Regular maintenance should be scheduled to prevent recurrence and ensure the longevity of the roofing material.





Flashing Conditions

#4. Minor flashing lift/detachment. A qualified roofer should be engaged for repairs and recommendations.

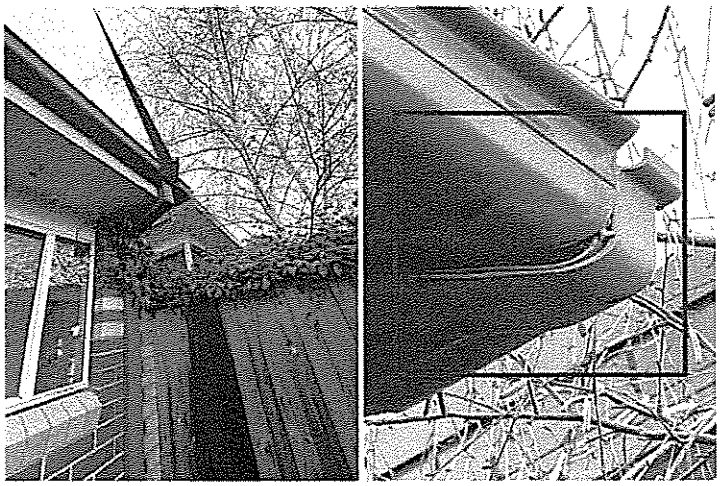


Guttering

Gutter Findings

#5. Debris in guttering areas- this requires cleaning out to prevent blocking of downpipes and leaking into eaves and fascia. Have gutters cleaned and assessed by a plumber for adequate fall. Regularly clean to prevent ponding. Ponding water will contribute to rust.

#6. The gutter join/s have separated and will leak in rainy periods. A qualified roof plumber should be engaged for advice and recommendations.







Downpipes

Downpipe Findings

On visual inspection no apparent defects were noted to the down pipes and are considered serviceable, however no comment can be made with regard to blockages or connections to stormwater or functionality in the absence of rain. Note: Periodic maintenance checks should be carried out for rust penetrations and leaks.

EXTERIOR

Eaves

Eave Condition

#7. Bubbling eave lining paint. Normally due to overflowing/blocked or leakage guttering. A qualified roof plumber should be engaged for advice and recommendations.

#8. Eave lining damage visible. Recommendations: A qualified carpenter should be engaged for repairs.

#9. Quad deteriorated or detached. Contact a licensed carpenter for repairs.





Bubbling eave lining paint.



Bubbling eave lining paint.

Entry Porch Area

Overall Condition

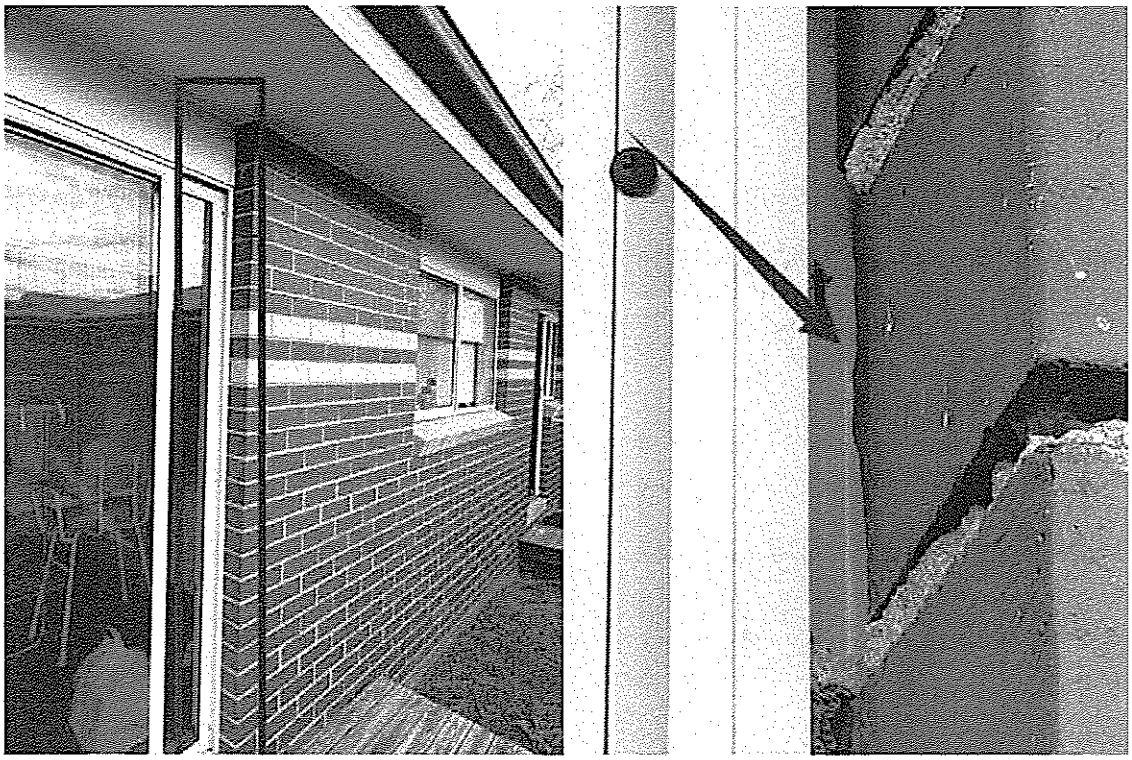
The entry porch serviceable or in reasonable or condition for the age of this dwelling.



External Door Components

Door Findings

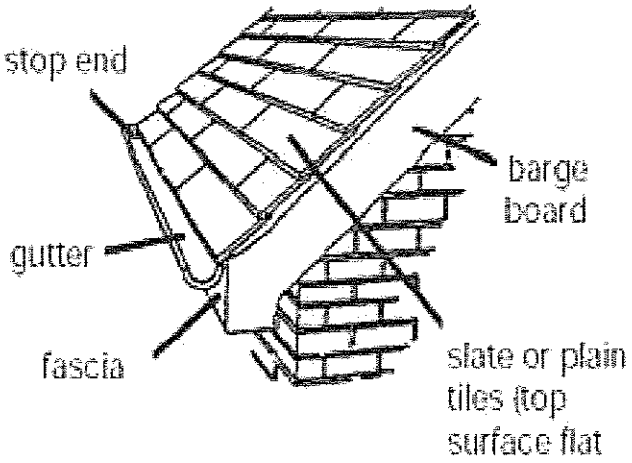
#10. Gaps between frame and wall cladding evident - This can be due to poor workmanship, wall movement, footings settlement. Recommendations: A qualified carpenter should be engaged for advice and recommendations re sealing gaps to prevent water ingress.



Fascia and Barge Boards

Condition

On visual inspection, the general condition of the fascia/barge boards is serviceable.



Rising Damp

Rising Damp Findings

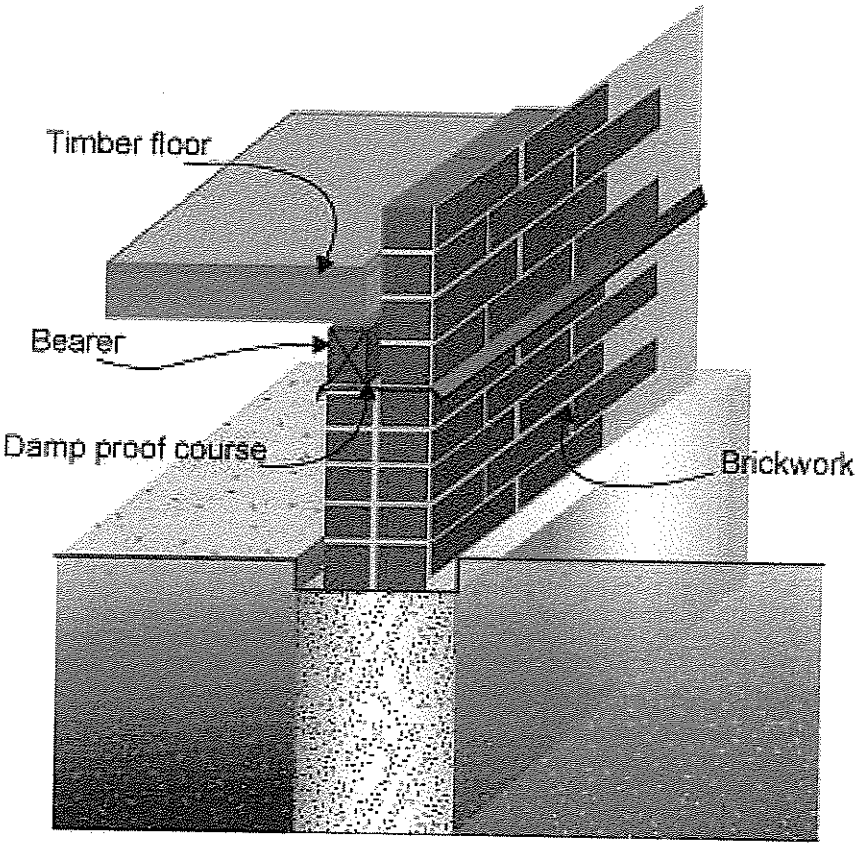
Of the visible and accessible areas, there was no visible evidence of excessive rising damp on the external walls at time of inspection.



Damp Proof Course

#11. This is a note only and not a major defect until a further invasive inspection has been undertaken to confirm the presence of a DPC

A damp proof course is not visible or could not be visually identified. This may cause rising damp issues. Contact a specialist in this field to further investigate and make recommendation.



Walls

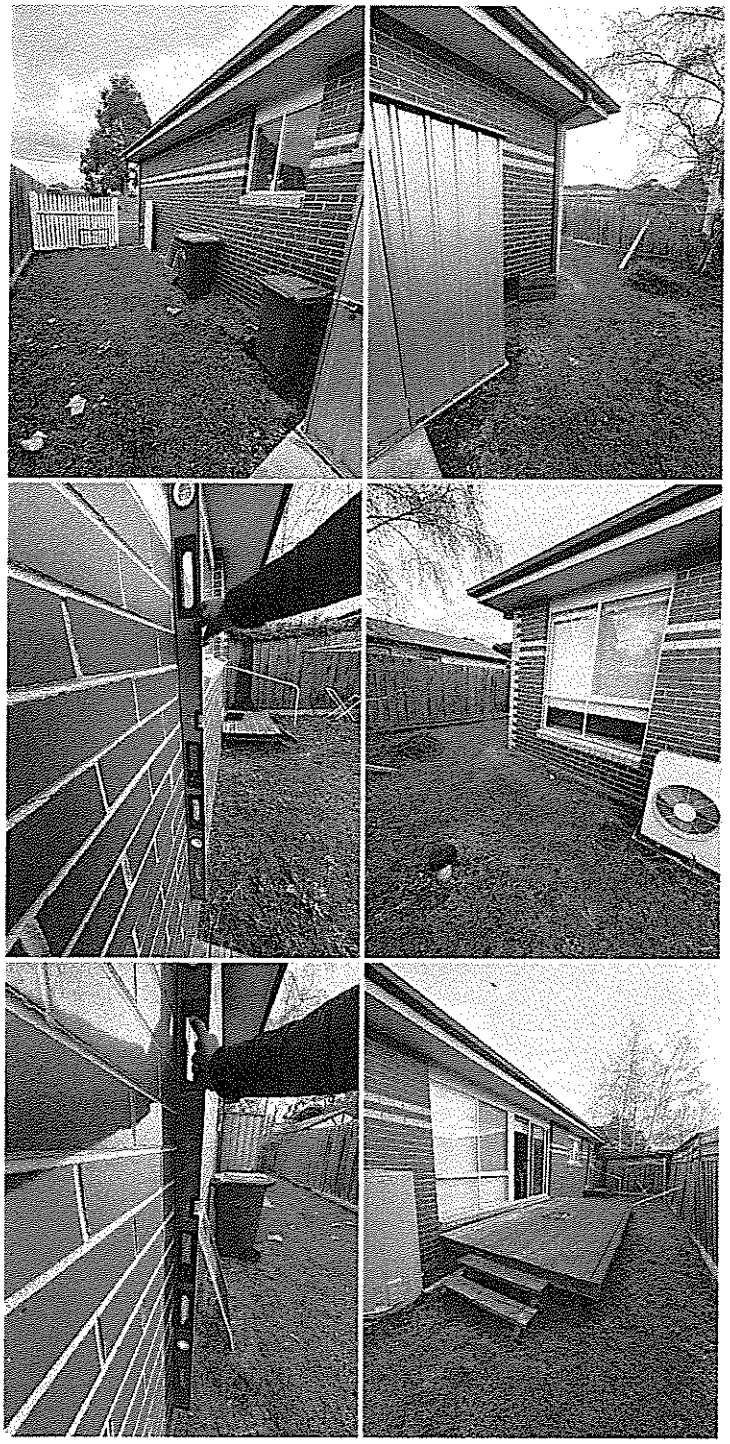
General Disclaimer

Refer to Section 2D of the Terms And Conditions section of this report.

Exterior Wall Material

Brick.





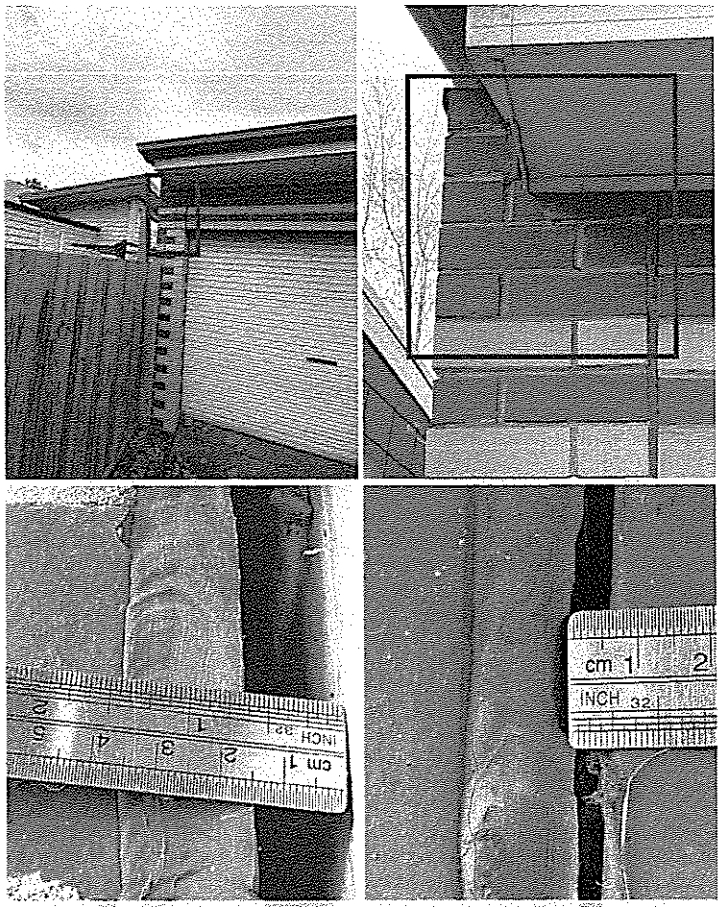


Condition

#12. **Cracks noted (Damage Catergory 3 to 4)**

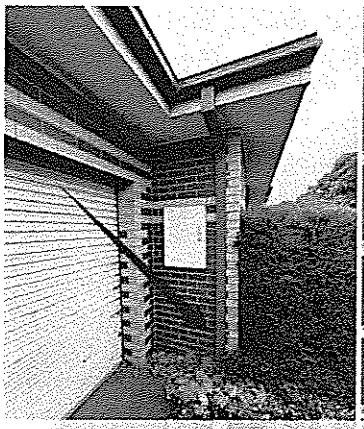
Possible causes may be foundation movement. Support structure deflection. Thermal movement and moisture uptake or loss, failure under external loads. In in the inspectors opinion these cracks require further assessment. A structural engineer should be consulted for further evaluation and advice.

For clarification on the catergory of cracks with a damage category of 3 to 4, please refer to Cracking of Building Elements in Section 2D of the Terms and Conditions of this report.



Cracks Major

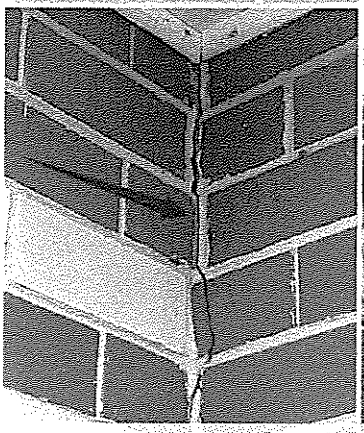
Cracks Major



Cracks - Minor/Settlement



Cracks - Minor/Settlement



Cracks - Minor/Settlement



Cracks - Minor/Settlement



Cracks - Minor/Settlement

Windows

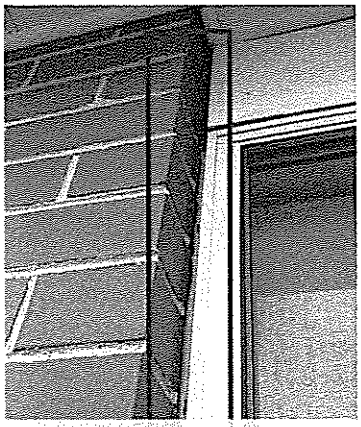
General Disclaimer

Please refer to section 2D of the Terms And Conditions Section of this report

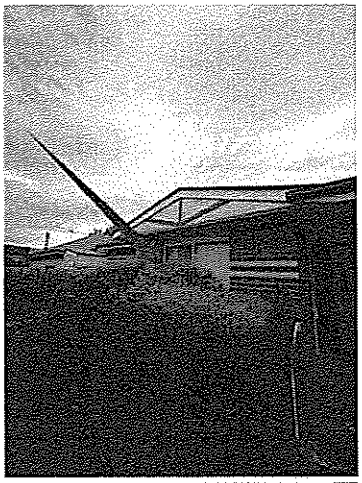
Overall Condition

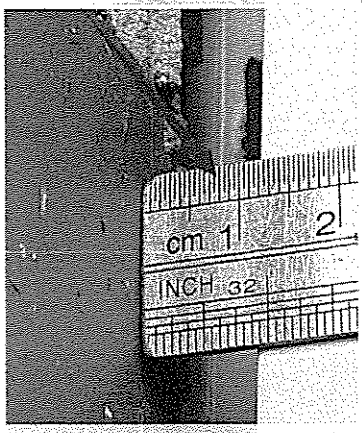
#13. Gaps between window frame and wall cladding evident - This can be due to poor workmanship, wall movement, footings settlement. A qualified carpenter should be engaged for advice and recommendations.

#14. Upon visual inspection, an excessive gap between the window and wall cladding was observed, likely due to foundation movement. This gap may lead to water ingress and energy inefficiency. It is recommended to engage a licensed contractor to assess the foundation stability, realign the window, and seal the gap with appropriate weatherproof materials to prevent further structural issues and maintain energy efficiency.

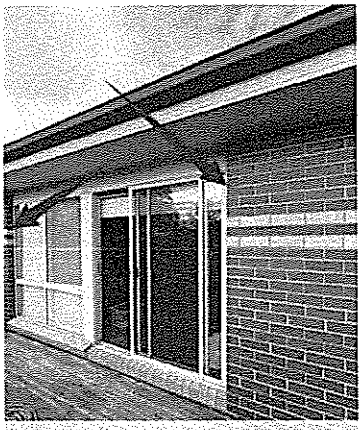


Excessive Gap Between Window And Wall Cladding Due To Foundation Movement

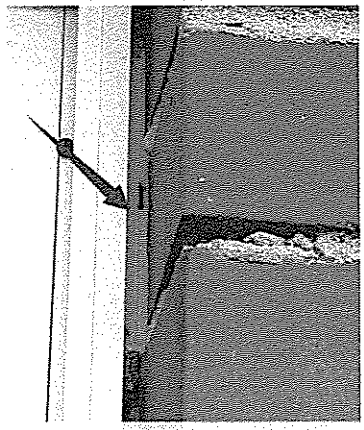




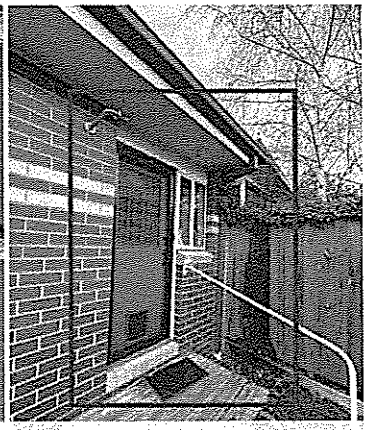
Excessive Gap Between Window And Wall Cladding Due To Foundation Movement



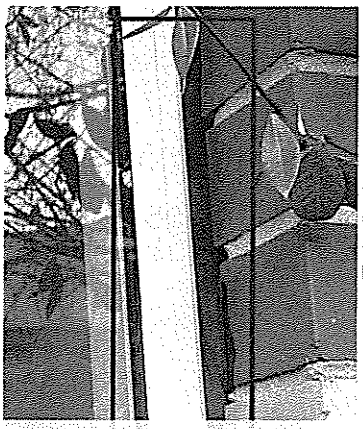
Gaps between window frame and wall cladding evident



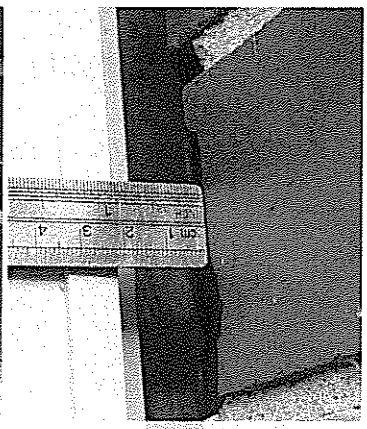
Gaps between window frame and wall cladding evident-various windows



excessive gap between the window and wall cladding



excessive gap between the window and wall cladding



excessive gap between the window and wall cladding

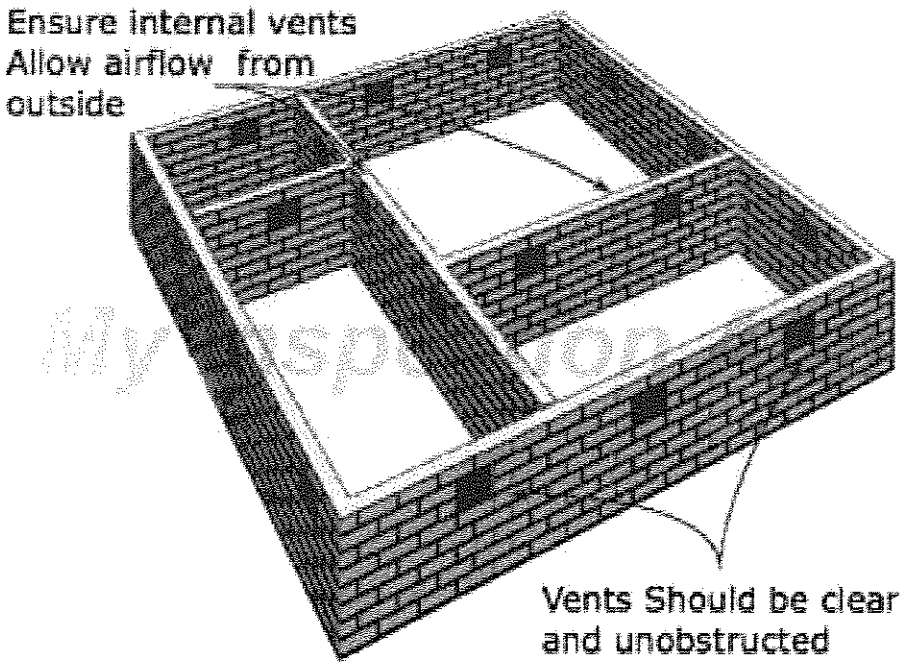


excessive gap between the window and wall cladding

Weep Holes and Ventilation

Findings

The vents are unobstructed.



HOT WATER SYSTEM

Hot Water Unit

Hot Water Unit Findings

The hot water system appears to be in a serviceable condition. No specific tests other than running the hot water from a tap was carried out. No determination has been made as to the suitability or adequacy of the hot water system in relation to capacity or otherwise.

System Location

The hot water unit is located outside.

System Type

The hot water unit is an electric storage system.

System Make

The make of the hot water unit is aqua max.



System Year of Manufacture

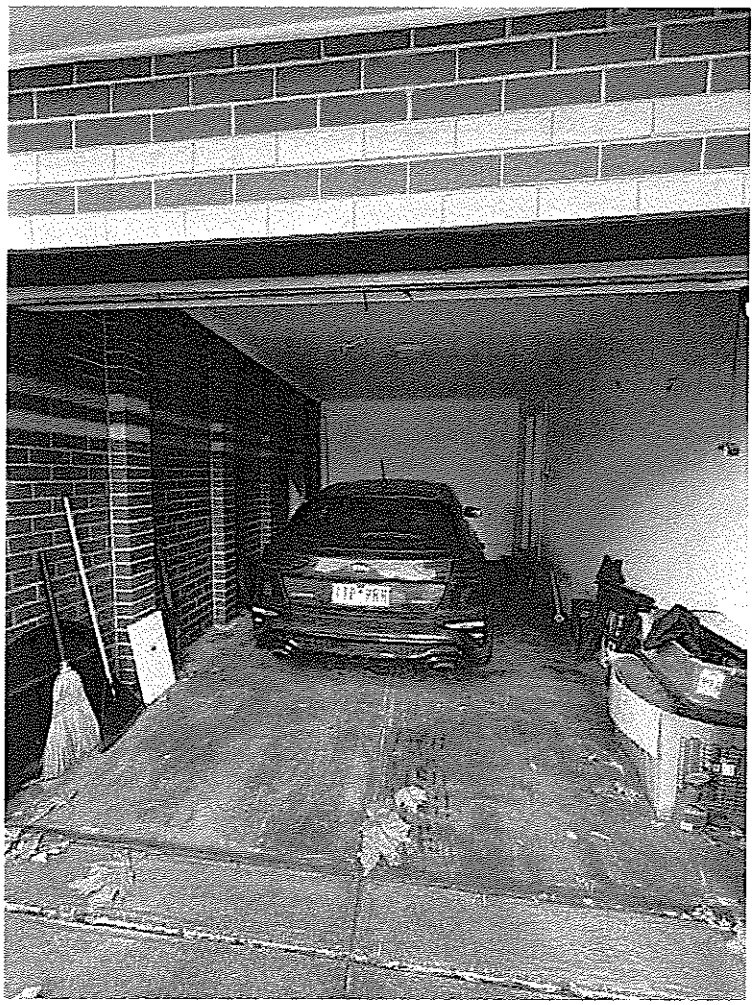
Traditional storage tank water heaters have a life span of **around 10 years**. Tankless hot water systems such as instantaneous hot water systems can last up to 20 years.

GARAGE - CARPORT

Garaging

Type

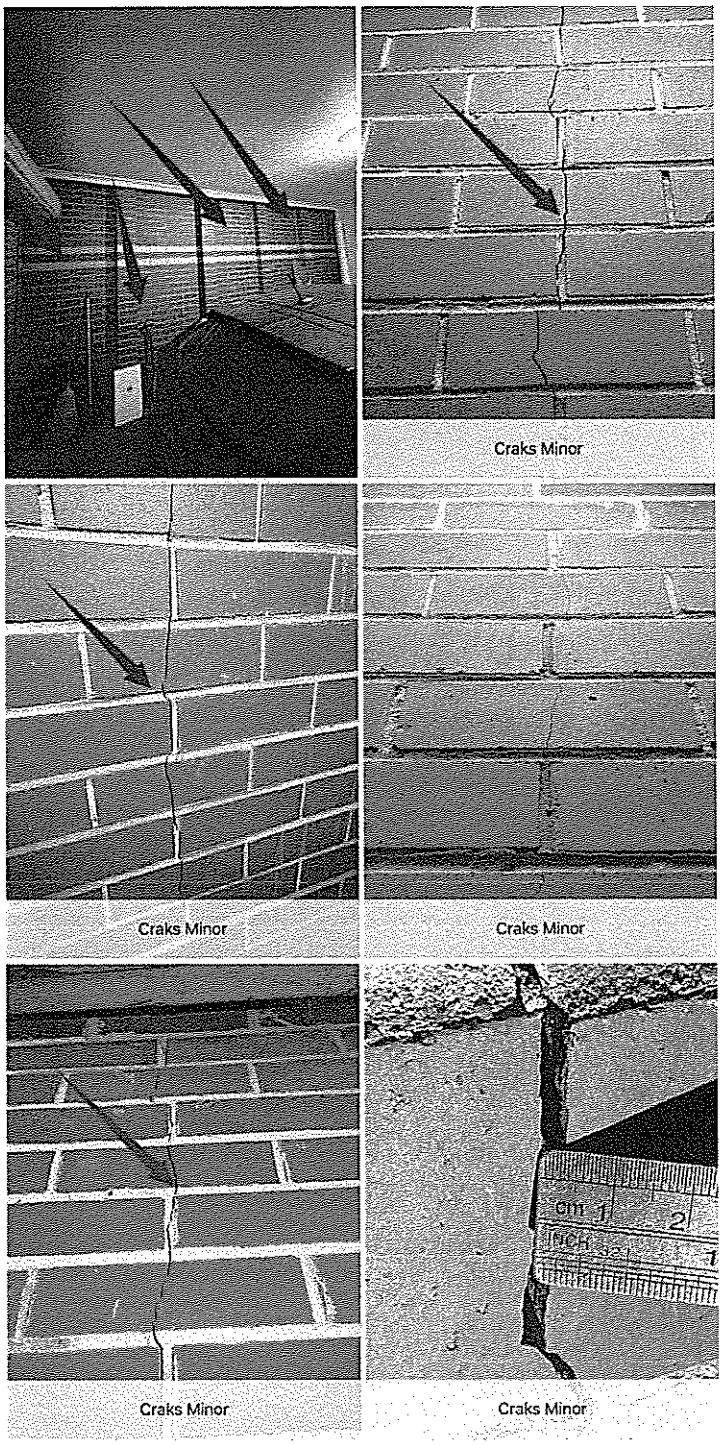
Attached garage.



Wall Cladding Findings

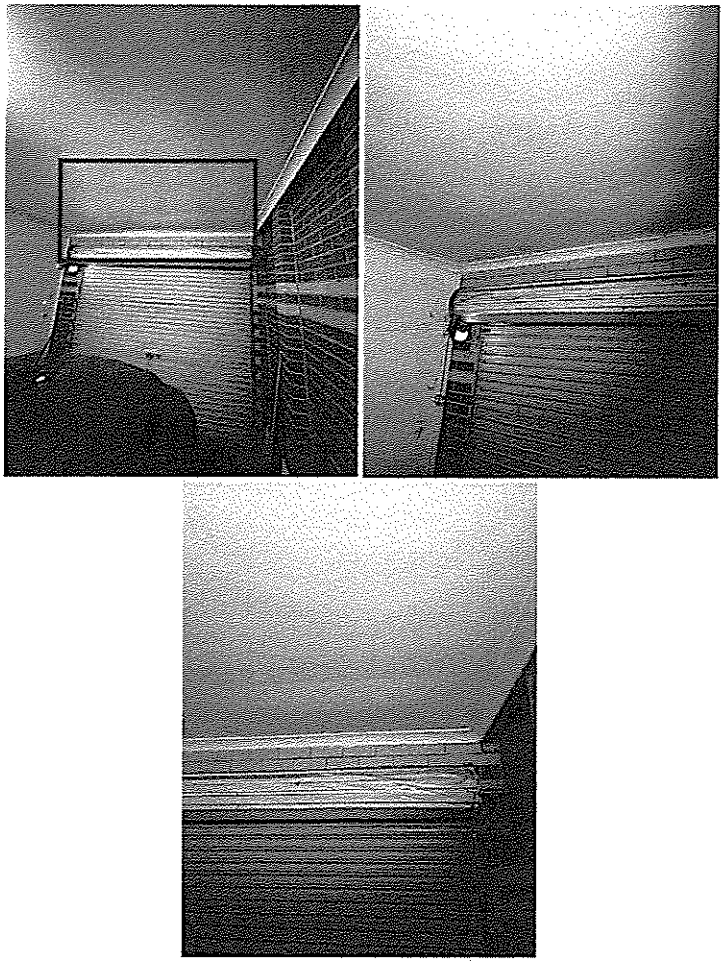
#15. There appears to have been some settlement which has caused some cracking to the walls. These crack are catergorized as 0 to 2. This can also cause some doors to bind or be out of square. In the inspectors opinion these cracks are due to settlement, usually due to ground movement and subsequent movement to building materials can be expected. Any cracks should be monitored and if cracks increase in size, further investigation should be carried out by a structural engineer.

For clarification on the catergory of cracks please refer to Cracking of Building Elements in Section 2D of the Terms and Conditions.



Ceiling Findings

#16. Upon visual inspection, minor ceiling sagging was observed, likely due to moisture or structural issues. Recommend engaging a licensed contractor to assess and reinforce ceiling supports. Ensure proper ventilation to prevent moisture buildup. Repair any leaks and consider installing additional bracing if necessary. Regular monitoring is advised to prevent further sagging and maintain structural integrity.



STAIRS- PERGOLA- BALCONIES-DECKS

Decking Findings

Overall Condition

Of areas visible, minor defects and/or maintenance issues were visible. These will require assessment and subsequent repairs by a licensed tradesperson. Please read below for details. Please note that the inspector believes these to be of a minor nature relative to the age of the dwelling and or lack of proper and continual maintenance. Others, including other inspectors may differ in their opinions.





Nails popping out

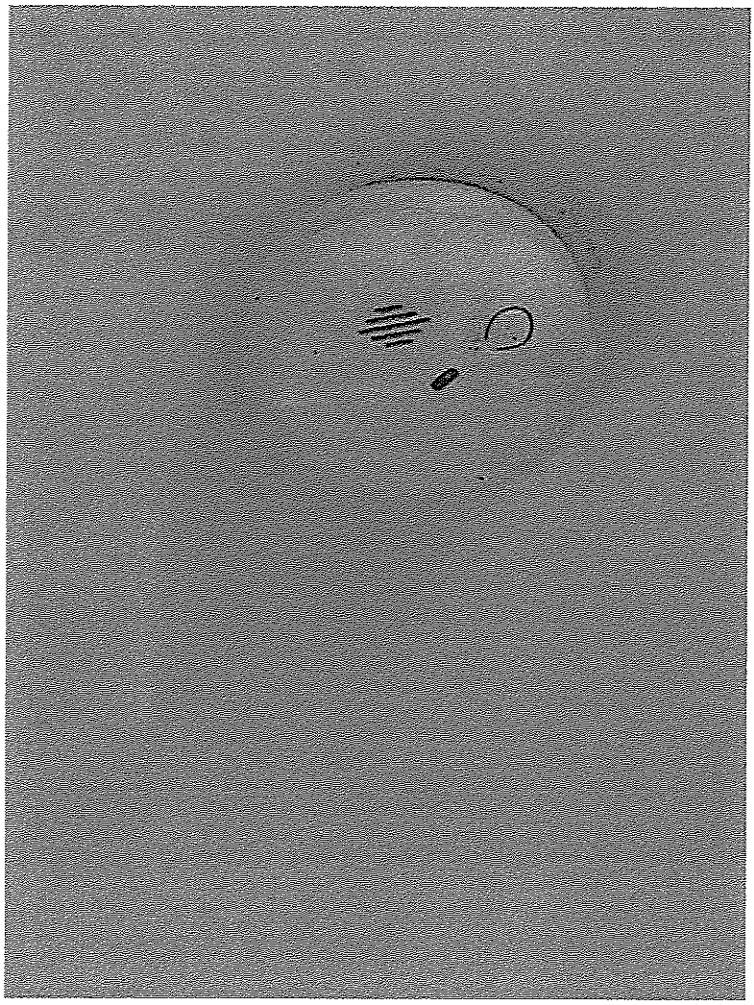
INTERIORS

Smoke Alarm

Was a Smoke Alarm Fitted

Yes 2 smoke alarms were sighted but not tested.

Legislation requires smoke Alarms to be installed. Check with your local council regarding type, locations and other related requirements.



Doors

General Disclaimer

Please refer to section 2F of the Terms And Condition section of this report

Front Entry Doors

The doors are in serviceable condition with no notable defects observed.

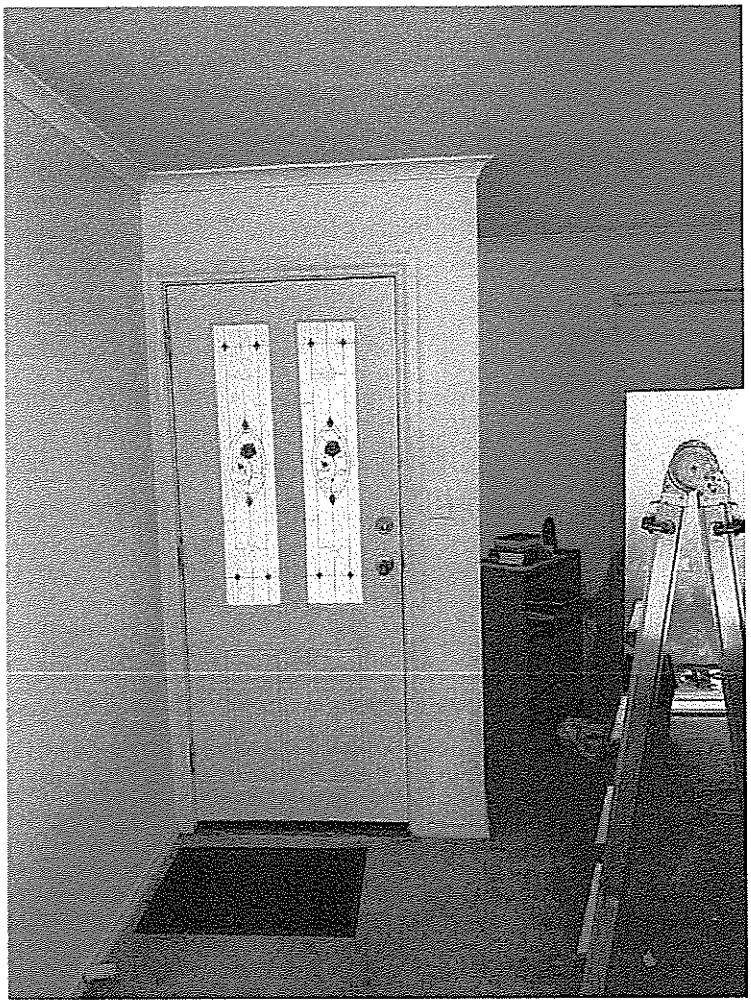
Other Doors

The doors are in serviceable condition with no notable defects observed.

Entry Foyer

Overall Condition

From the visible and accessible areas, this area appears to be in a serviceable condition for the age of the property with no notable structural defects sighted.



Living Room

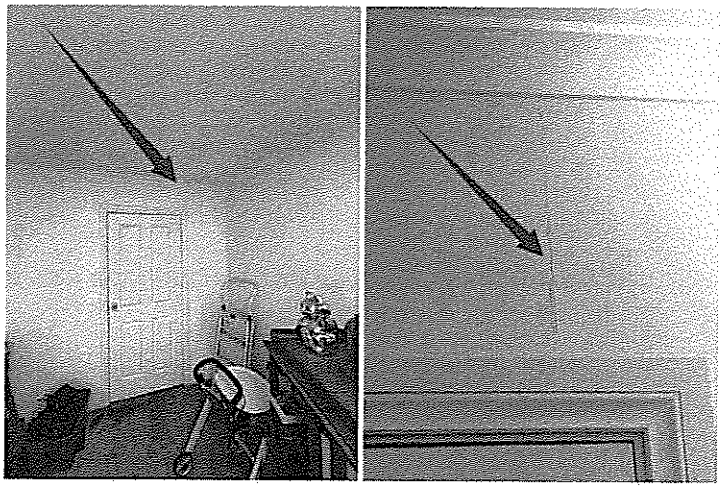
Overall Condition

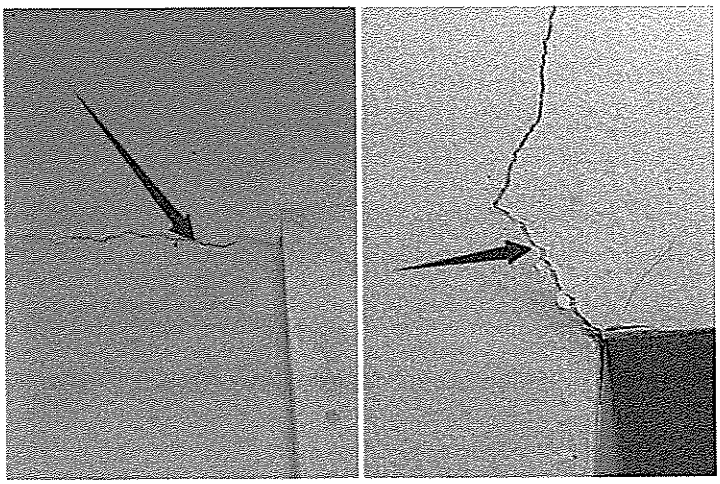
On inspection, defects were present that will require further assessing and recommendations by a qualified trades persons, please read below for details.



Walls

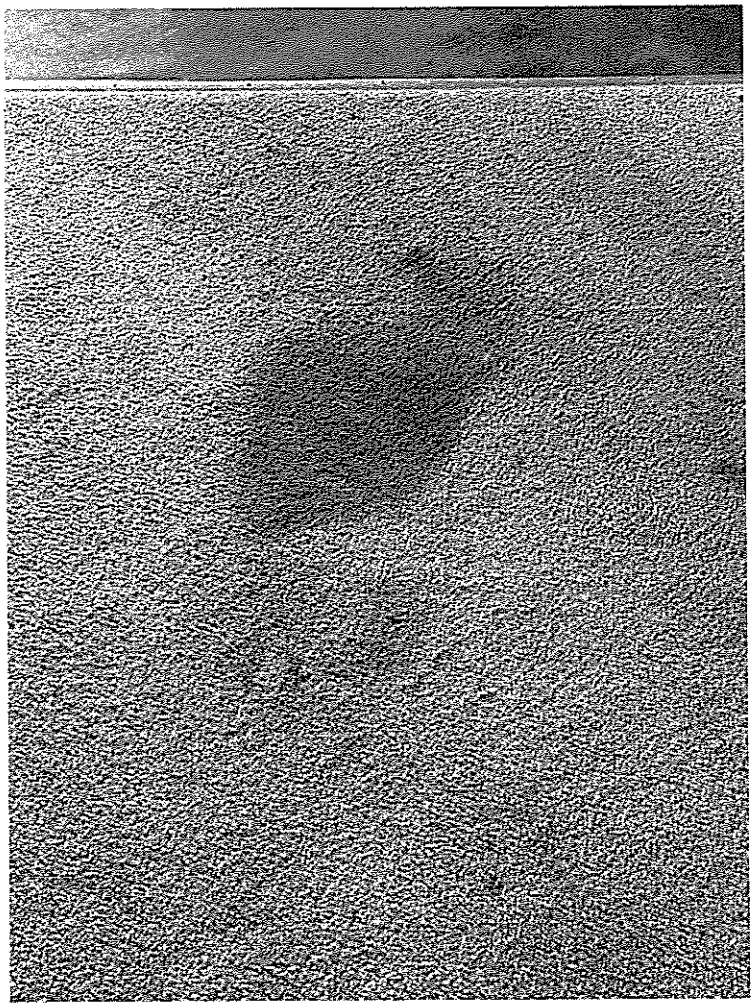
#17. Settlement Cracks Noted. These are typical and generally patch and paint will suffice, however we recommend you monitor these cracks and if they become wider or longer, you will need to contact a structural engineers to assess.





Flooring

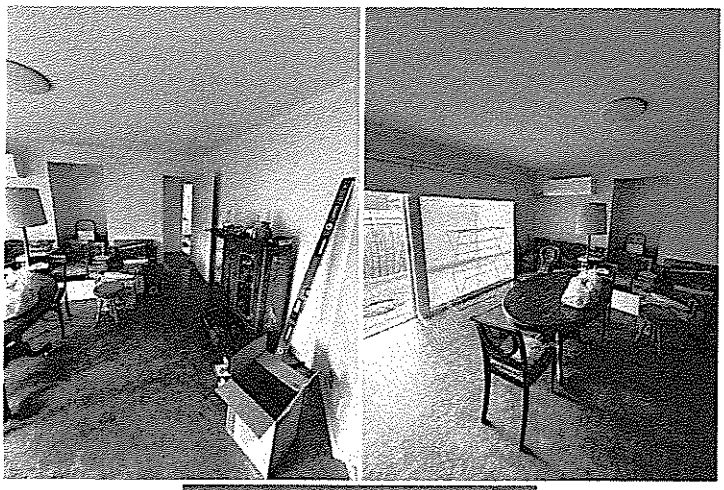
Stains observed - Steam cleaning may rectify stained areas but they appear entrenched.

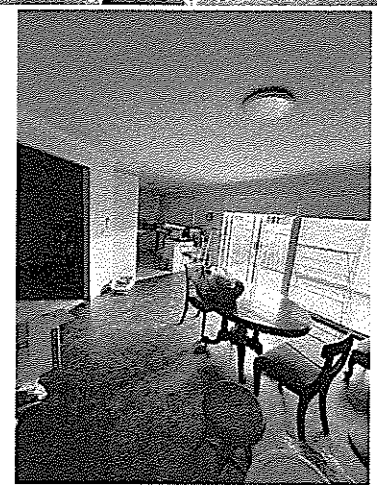


Dining Room

Overall Condition

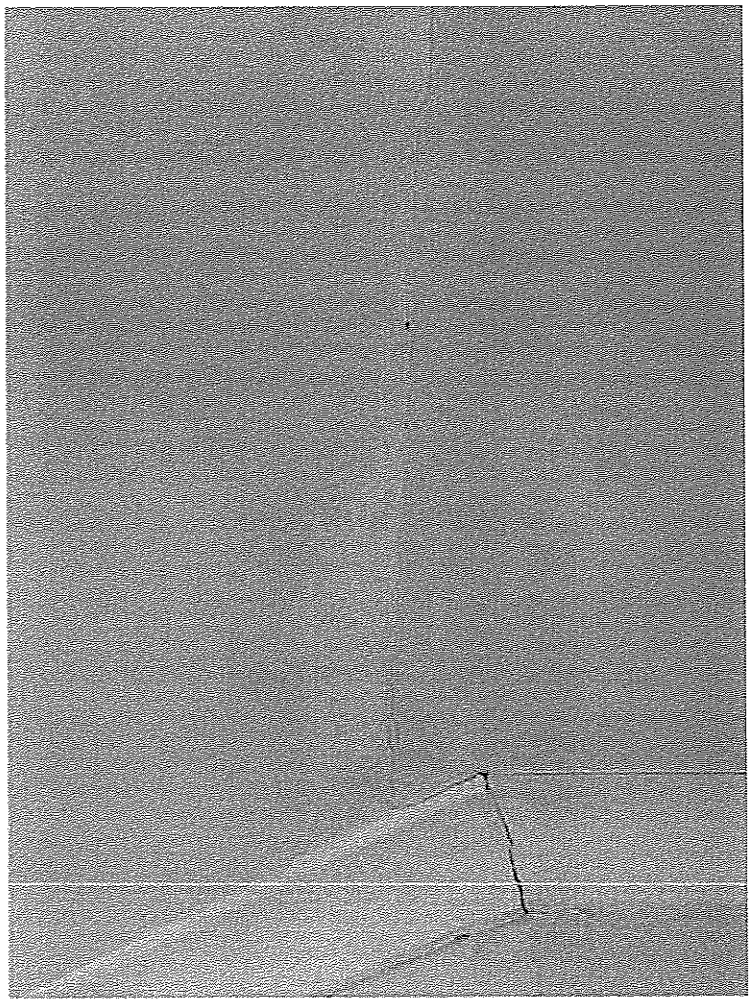
On inspection, defects were present that will require further assessing and recommendations by a qualified trades persons, please read below for details.





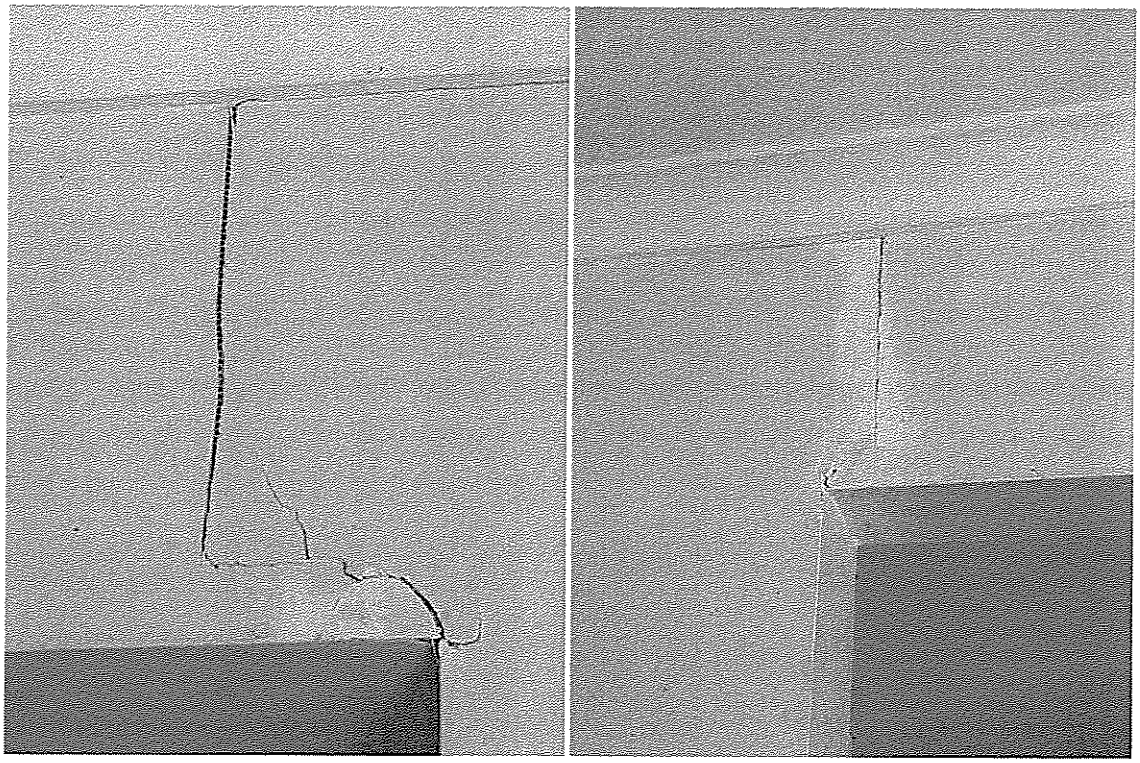
Ceiling

#18. Poor butt joint finish visible under normal lighting conditions. Contact a qualified plasterer for repairs.



Walls

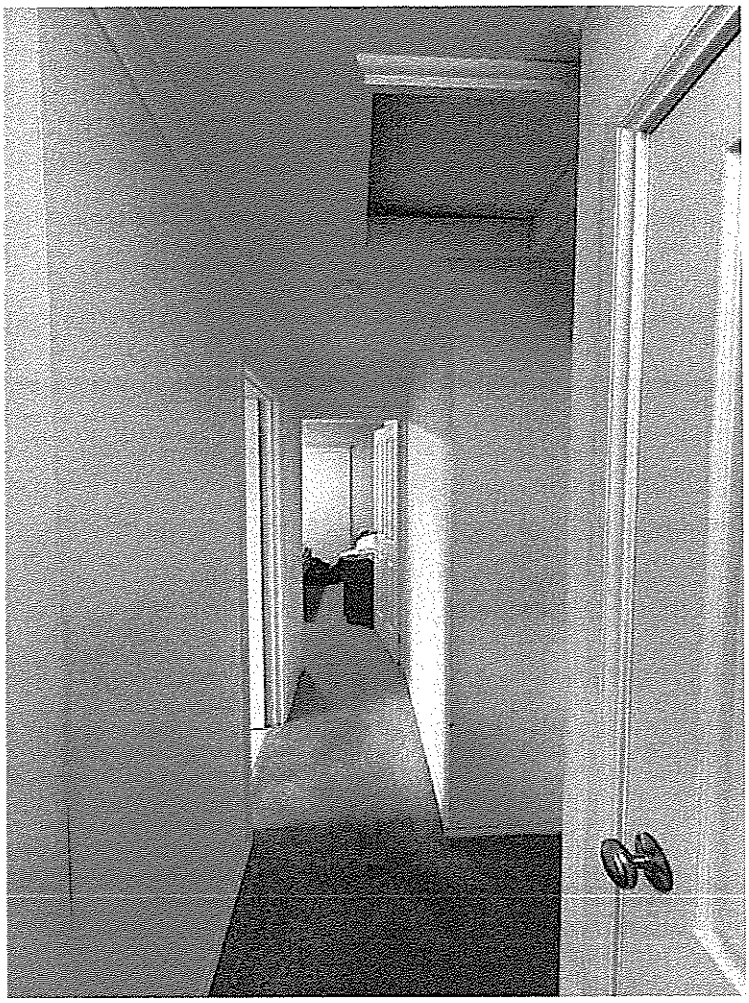
#19. Settlement Cracks Noted. These are typical and generally patch and paint will suffice, however we recommend you monitor these cracks and if they become wider or longer, you will need to contact a structural engineers to assess.



Hallway/s

Overall Condition

From the visible and accessible areas, the hallways/ appears to be in a serviceable condition for the age of the property with no notable structural defects sighted.



Bedroom 1

Overall Condition

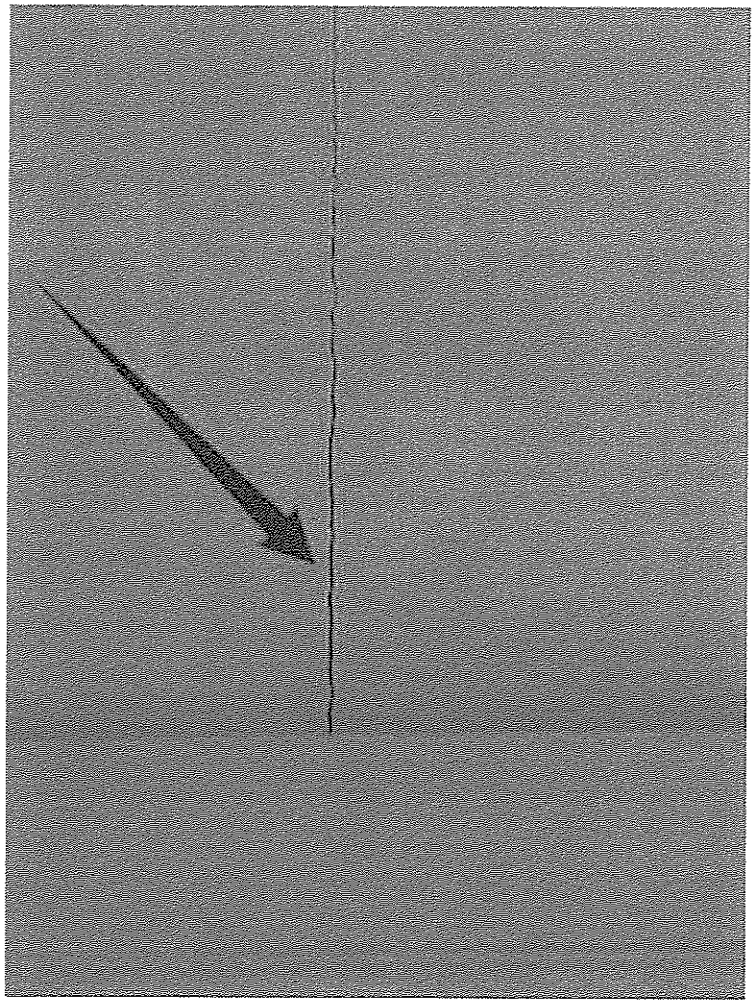
On inspection, defects were present that will require further assessing and recommendations by a qualified trades persons, please read below for details.





Walls

#20. Settlement Cracks Noted. These are typical and generally patch and paint will suffice, however we recommend monitor these cracks and if become wider or longer, you will need to contact a structural engineers to assess.



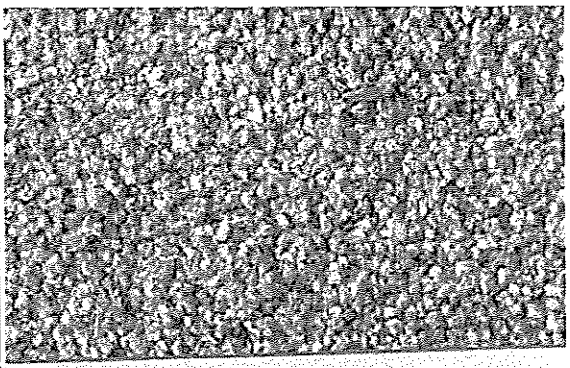
Windows

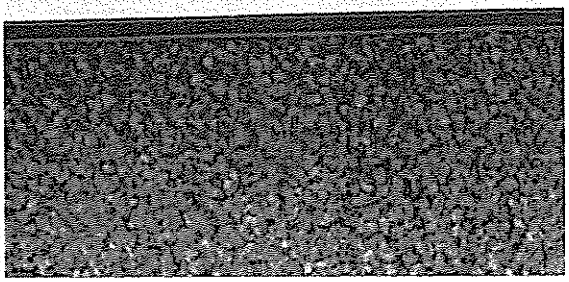
#21. Upon visual inspection, the window paint is peeling, indicating potential moisture intrusion or poor surface preparation. To address this, a licensed painter should scrape off the peeling paint, sand the surface, and apply a primer. Ensure the area is dry and clean before repainting with high-quality exterior paint to prevent future issues. Regular maintenance checks are recommended to maintain the window's integrity.




Flooring

#22. Unevenness visible in floor. Possibly due to poor workmanship or excessive movement/settlement. A qualified carpenter should be engaged for advice and recommendations re levelling.



Bedroom 2

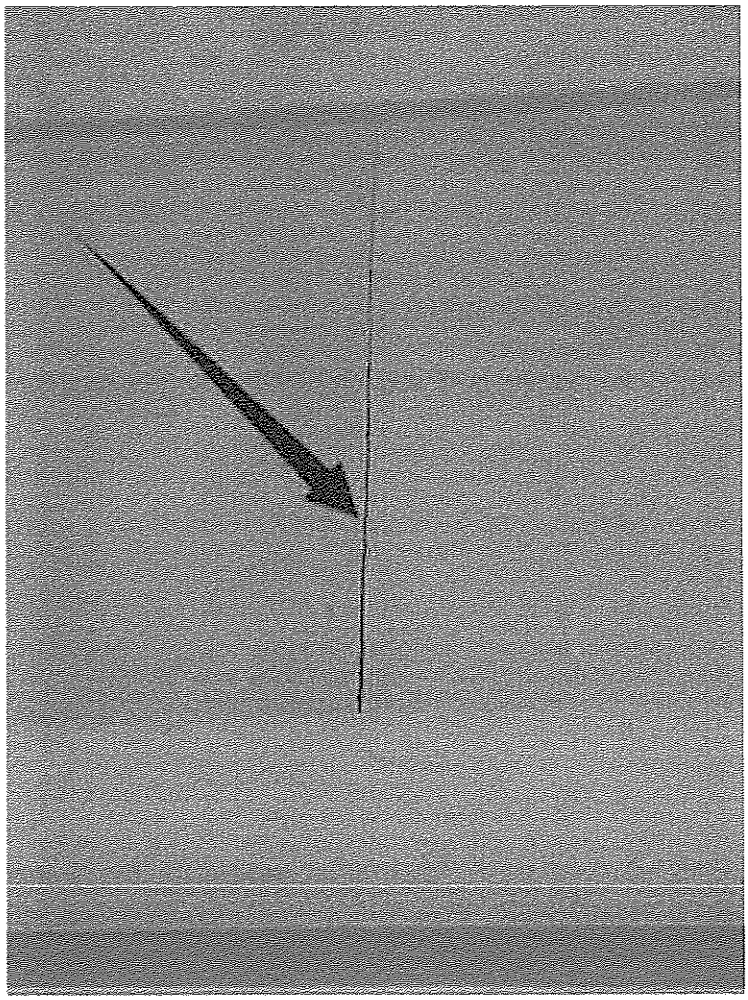
Overall Condition

On inspection, defects were present that will require further assessing and recommendations by a qualified trades persons, please read below for details.



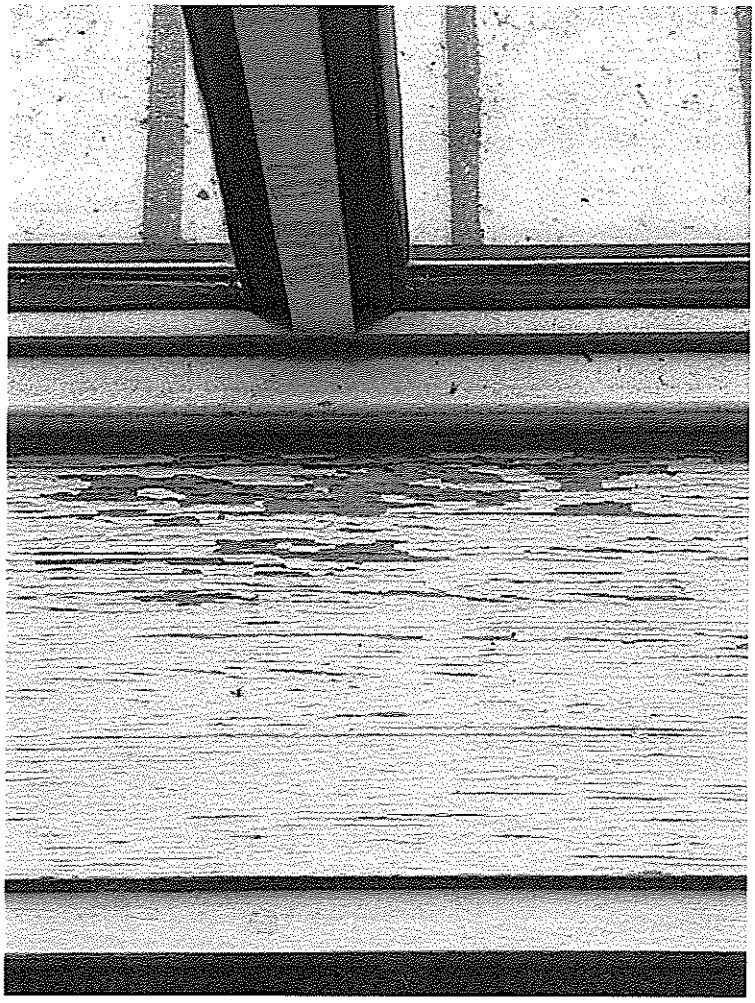
Walls

#23. Settlement Cracks Noted. These are typical and generally patch and paint will suffice, however we recommend monitor these cracks and if become wider or longer, you will need to contact a structural engineers to assess.



Windows

#24. Upon visual inspection, the window paint is peeling, indicating potential moisture intrusion or poor surface preparation. To address this, a licensed painter should scrape off the peeling paint, sand the surface, and apply a primer. Ensure the area is dry and clean before repainting with high-quality exterior paint to prevent future issues. Regular maintenance checks are recommended to maintain the window's integrity.



Bedroom 3

Overall Condition

From the visible and accessible areas, this bedroom appears to be in a serviceable condition for the age of the property with no notable structural defects sighted.





BATHROOM(S)

Powder Room

Location

This bathroom is located in the hallway.

Overall Condition

Of the visible areas, the general condition of this bathroom is serviceable or in reasonable condition for age of dwelling.



Bathroom 1

Location

This bathroom is located in the hallway.

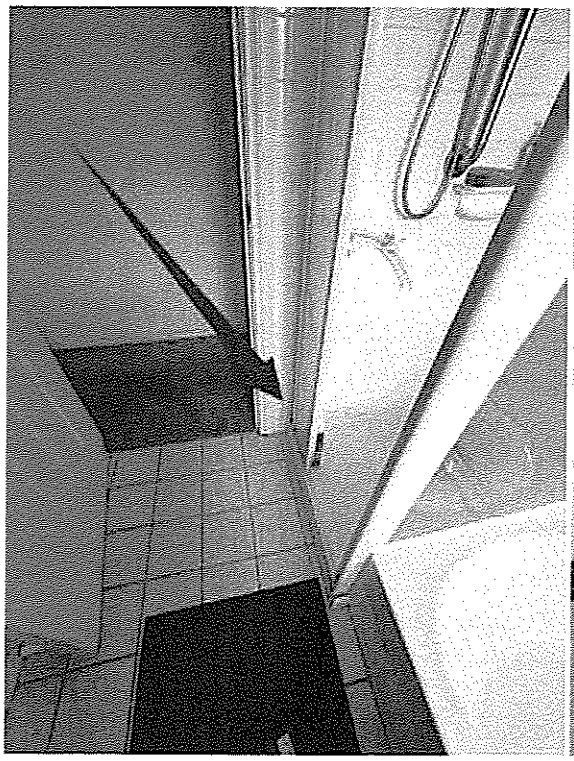
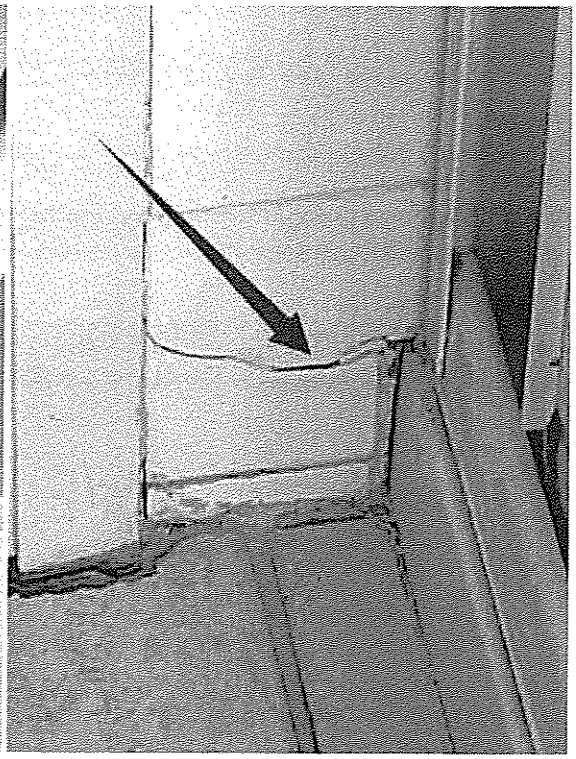
Overall Condition

On inspection, defects were present that will require further assessing and recommendations by licensed and qualified trades persons, please read below for details.



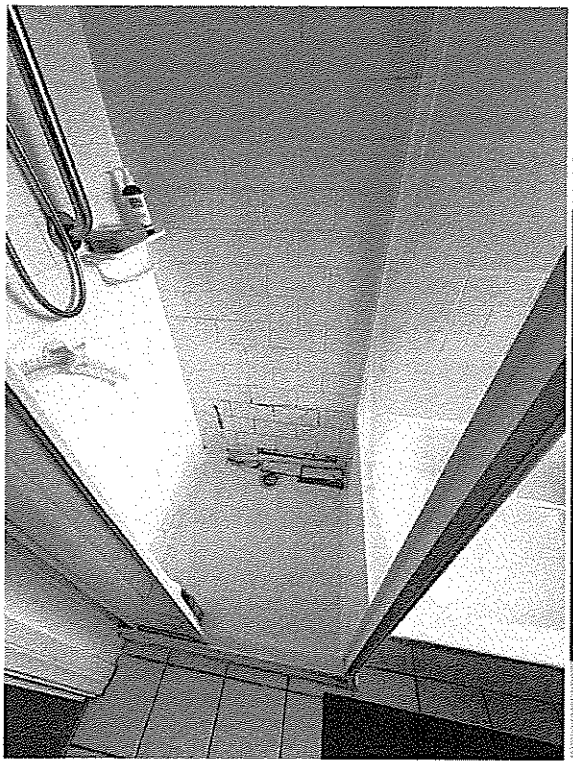
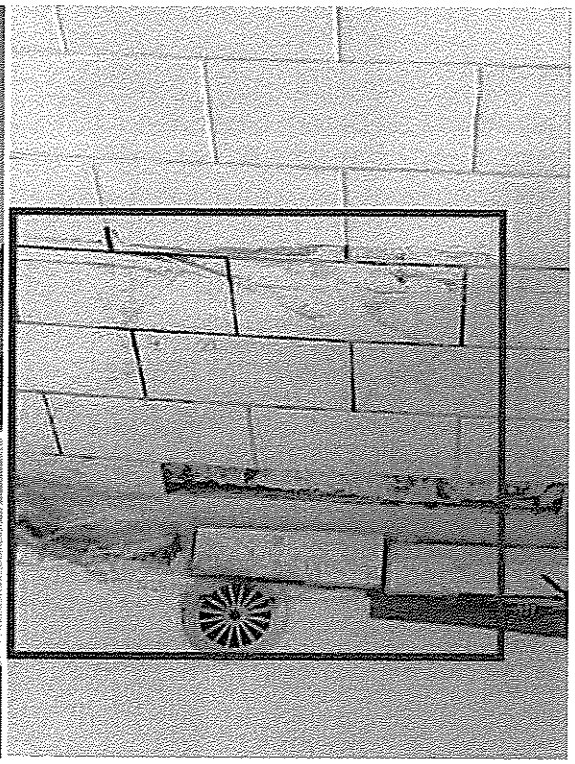
Walls

#25. Cracked tile/s noted. A qualified tiler should be engaged for advice and recommendations.

Shower And Bath

#26. Missing tiles noted. This needs to be repaired at the earliest as this has the potential to lead to many related issues such as water proofing fail and water ingress to other Contact a licensed tiler for repairs and recommendation.

Important Disclamer

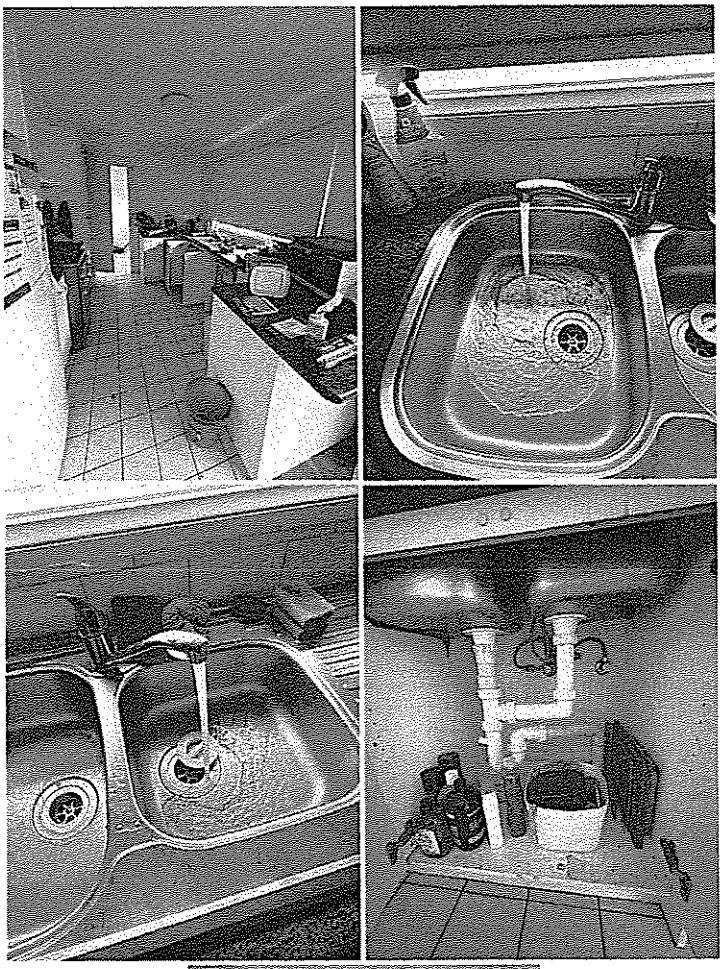
Refer to Section 7 of the Terms And conditions section of this report with regard to all Bathrooms.

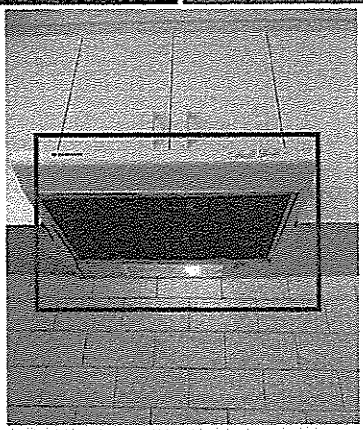
KITCHEN & LAUNDRY

Kitchen and Pantry

Overall Condition

On inspection, defects were present that will require further assessing and recommendations by licensed and qualified trades persons, please read below for details.

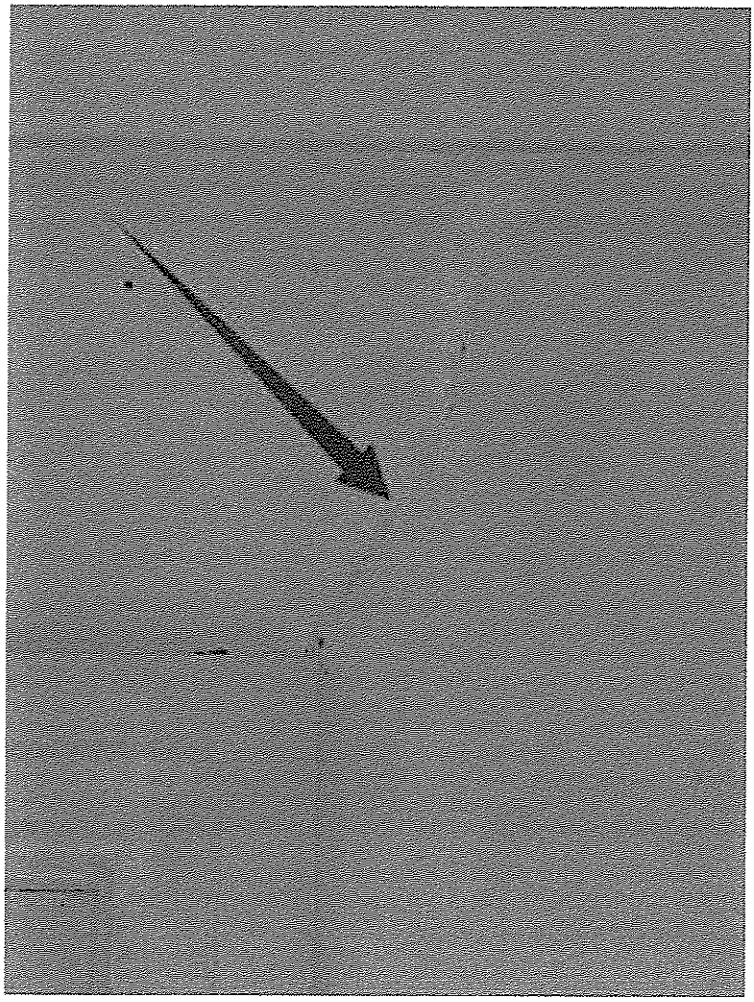




FUNCTIONAL

Walls

#27. Settlement Cracks Noted . These are typical and generally patch and paint will suffice, however Monitoring these cracks advised for 12 months and if become wider or longer, you will need to contact a structural engineers to assess.



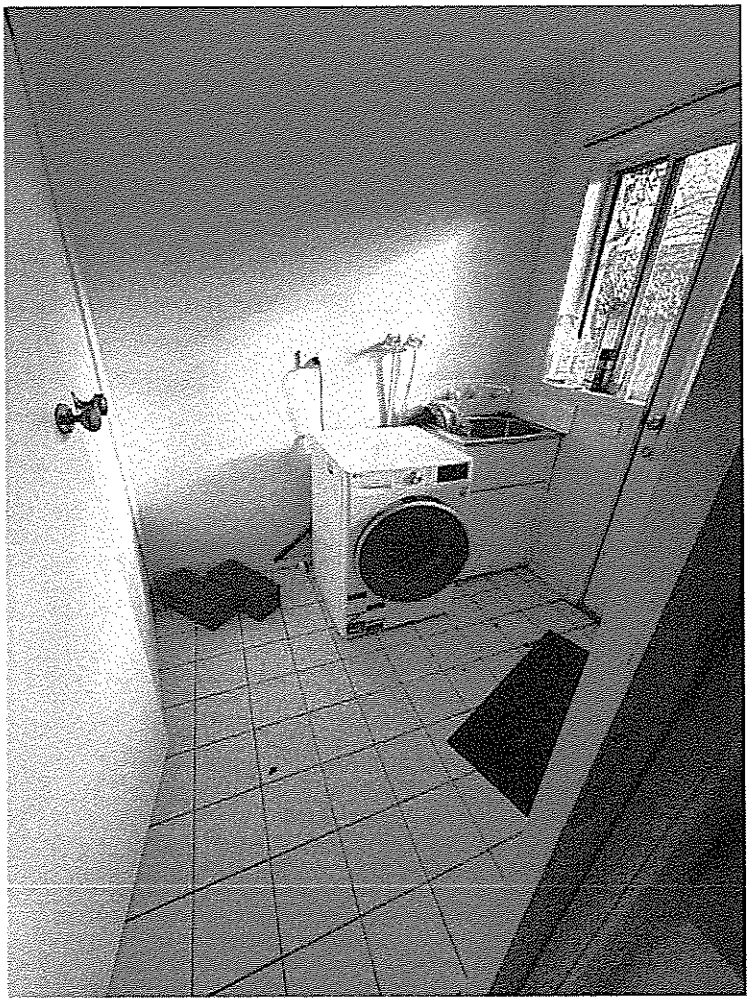
Laundry

General Disclaimer

Laundry appliances are not tested or moved during the inspection and the condition of any walls or flooring hidden by them cannot be judged. Drain lines and water supply valves serving washing machines are not operated.

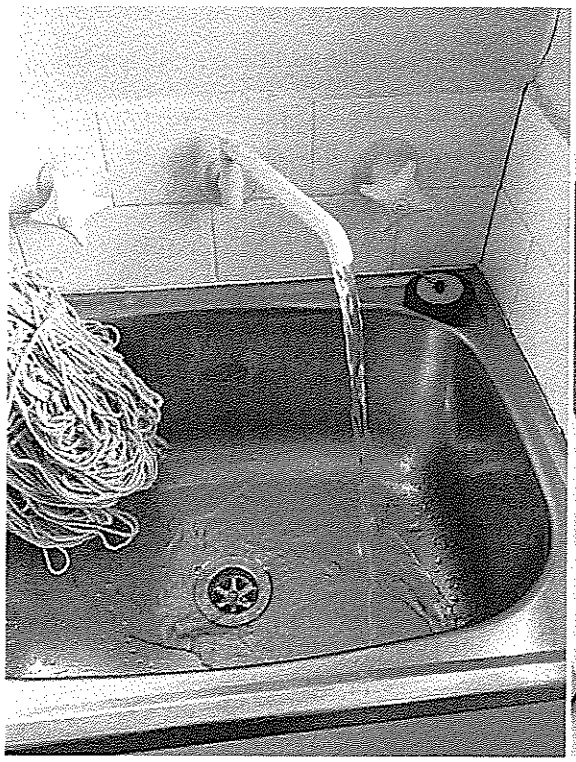
Restrictions

Appliances and the like restricted a full visual inspection.



Overall Condition

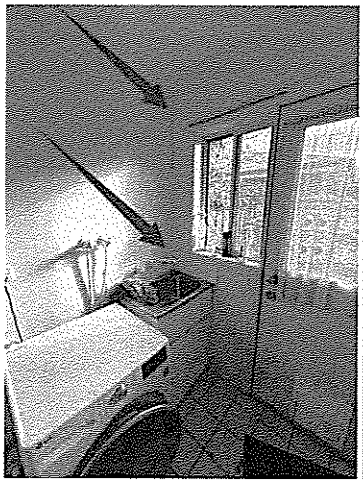
On inspection, defects were present that will require further assessing and recommendations by licensed and qualified trades persons, please read below for details.

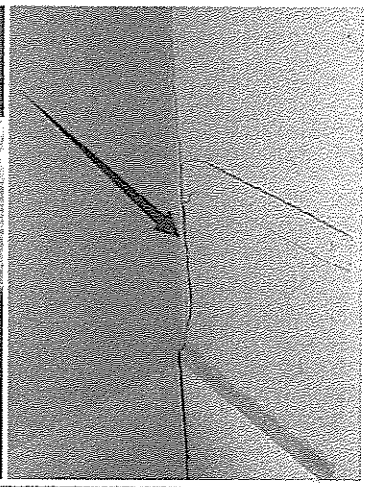


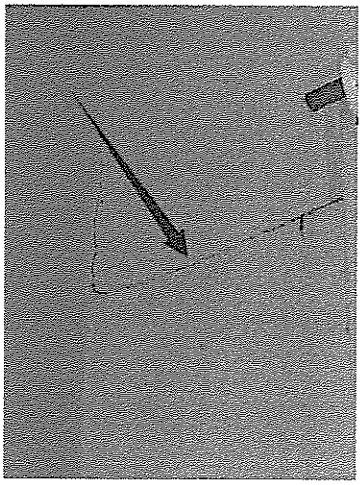


Walls

#28. Settlement Cracks Noted . These are typical and generally patch and paint will suffice, however Monitoring these cracks advised for 12 months and if become wider or longer, you will need to contact a structural engineers to assess.







Floor

#29. Some chipped and damaged tiled were noted. Replacement recommended by a qualified tiler



ROOF VOID

Roof Void Findings

General Disclaimer

Please refer to section 2B of the Terms And Conditions section of this report.

Restricted Areas

There is insulation present in the roof space/void. This is preventing a full inspection of ceiling joists from being undertaken. It is strongly recommended that full access be gained as it could be harbouring timber pest activity, damage or defects.

There is low clearance in areas throughout the roof void which is preventing a full/thorough visual inspection taking place. It is strongly recommended that full access be granted to enable a thorough inspection to take place as it could be harbouring timber pest activity, damage or defects.

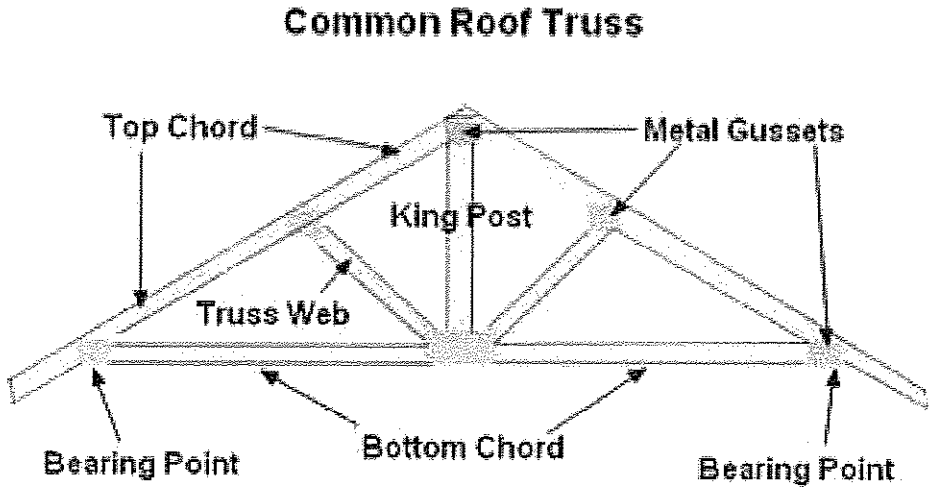
There is sarking present in the roof space/void. This is preventing a full inspection from being undertaken. It is strongly recommended that full access be gained as it could be harbouring timber pest activity, damage or defects.

Truss Webbing

Construction methods restricted full access.

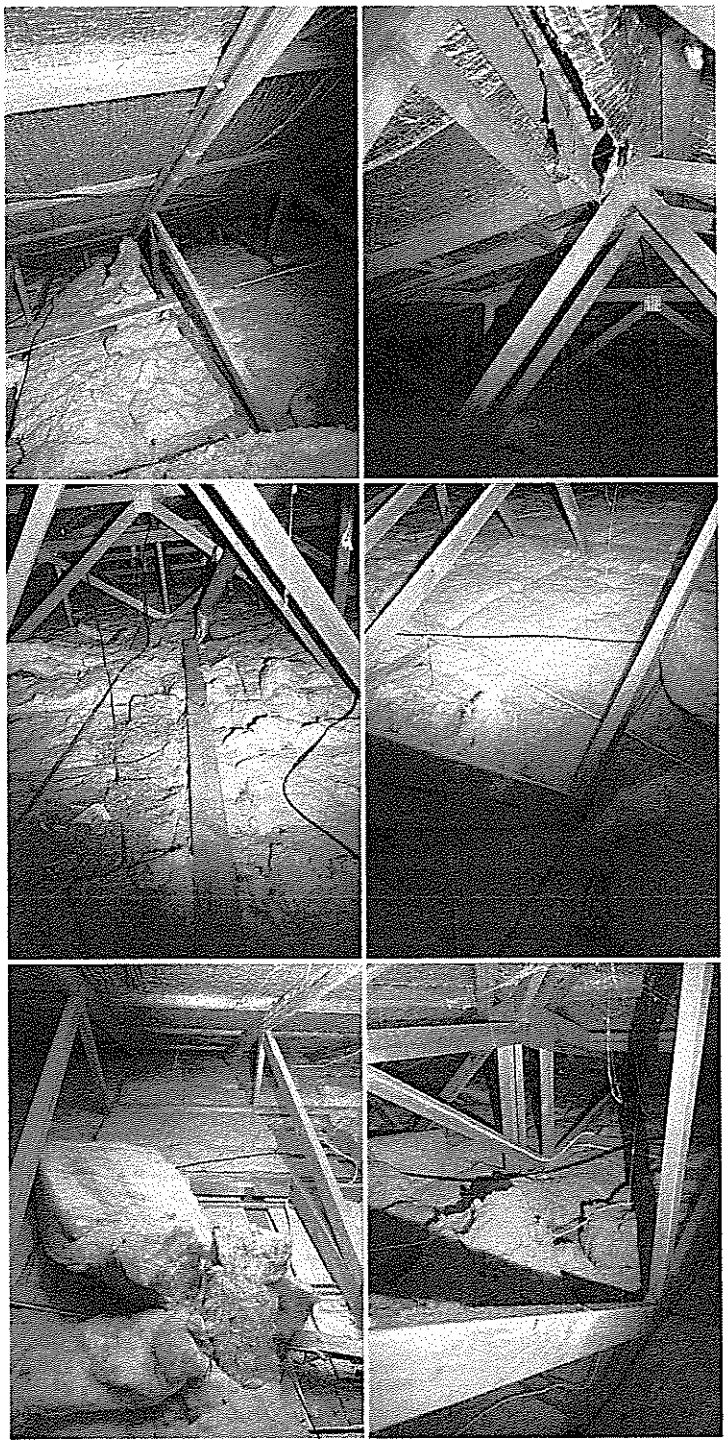
Roof Frame Type

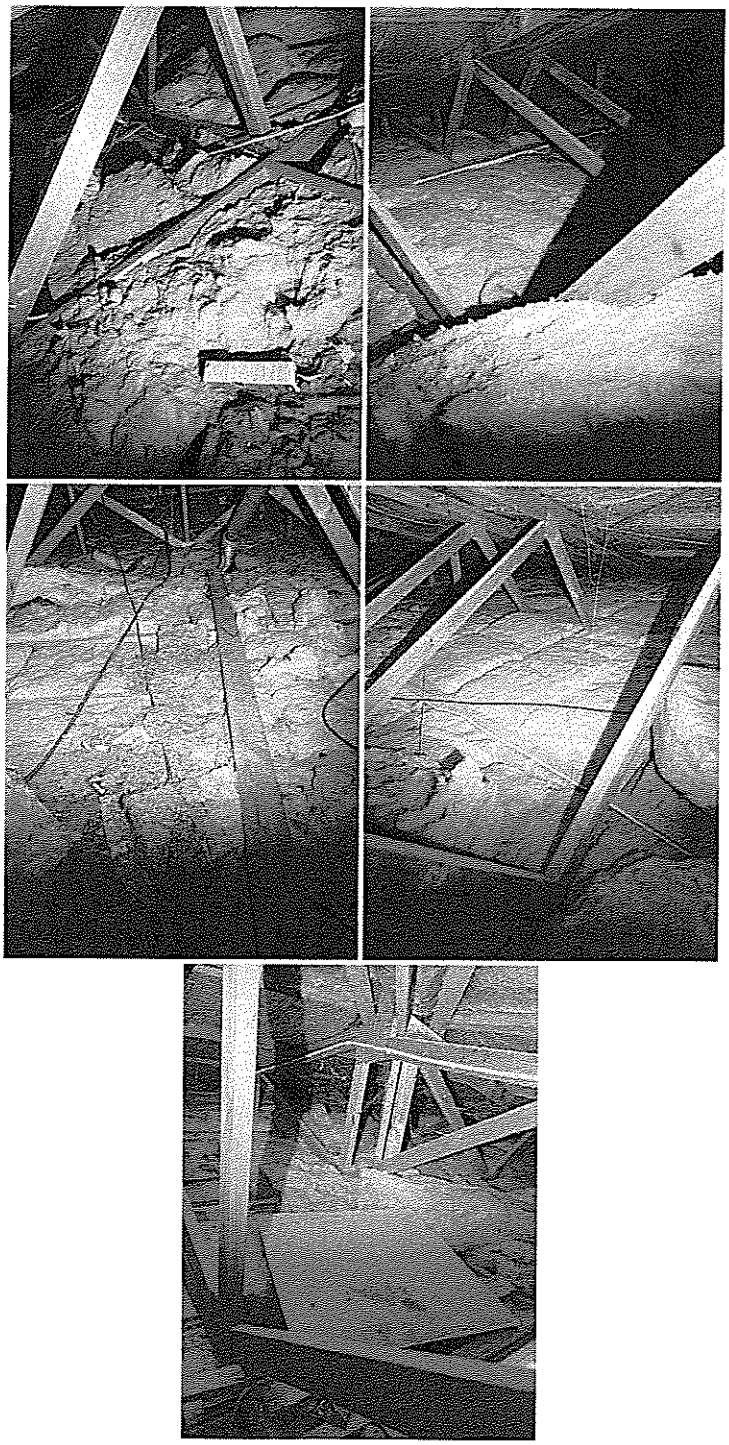
The roof frame is a truss timber frame.



Overall Condition

Visible sections of the roof void is in a serviceable condition for age of this dwelling.





Insulation

Type

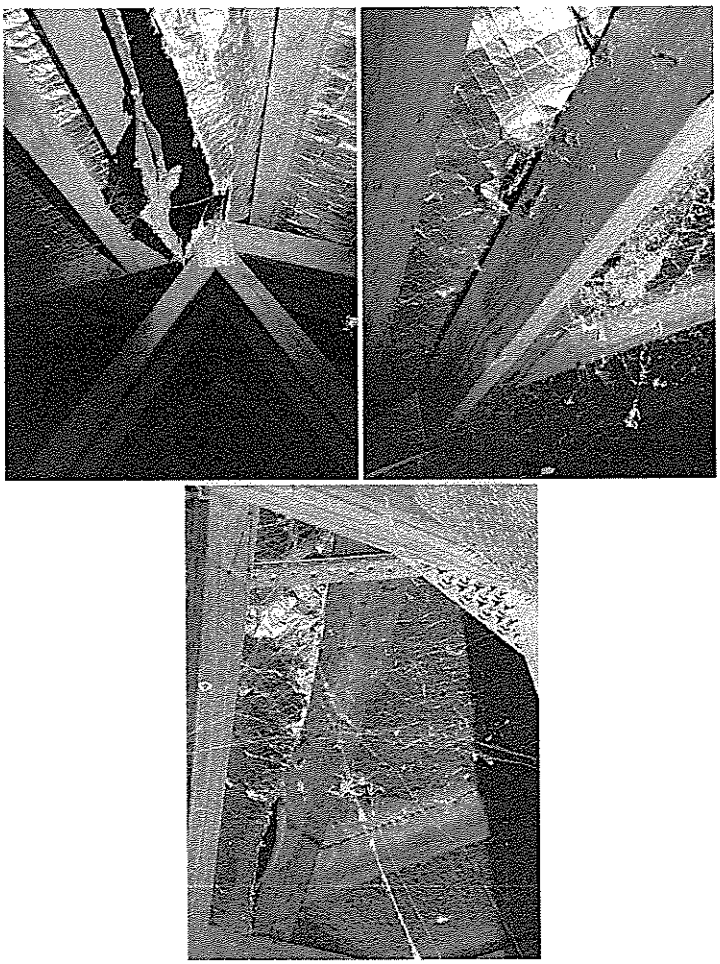
The roof space is insulated with fibreglass batts.

Condition

Where visible and accessible, the insulation appears to be in a serviceable condition.

Sarking

#30. Sarking deteriorated/ damaged / aged in some sections. A qualified roofing contractor should be engaged for advice and recommendations.



SUBFLOOR

Access and Restrictions

Restricted Areas

Underside of timbers could not be inspected as they were concealed by insulation.There may be issues there. We recommend re-inspection with all timber members visible.

Not all areas/sections of the subfloor could be accessed.

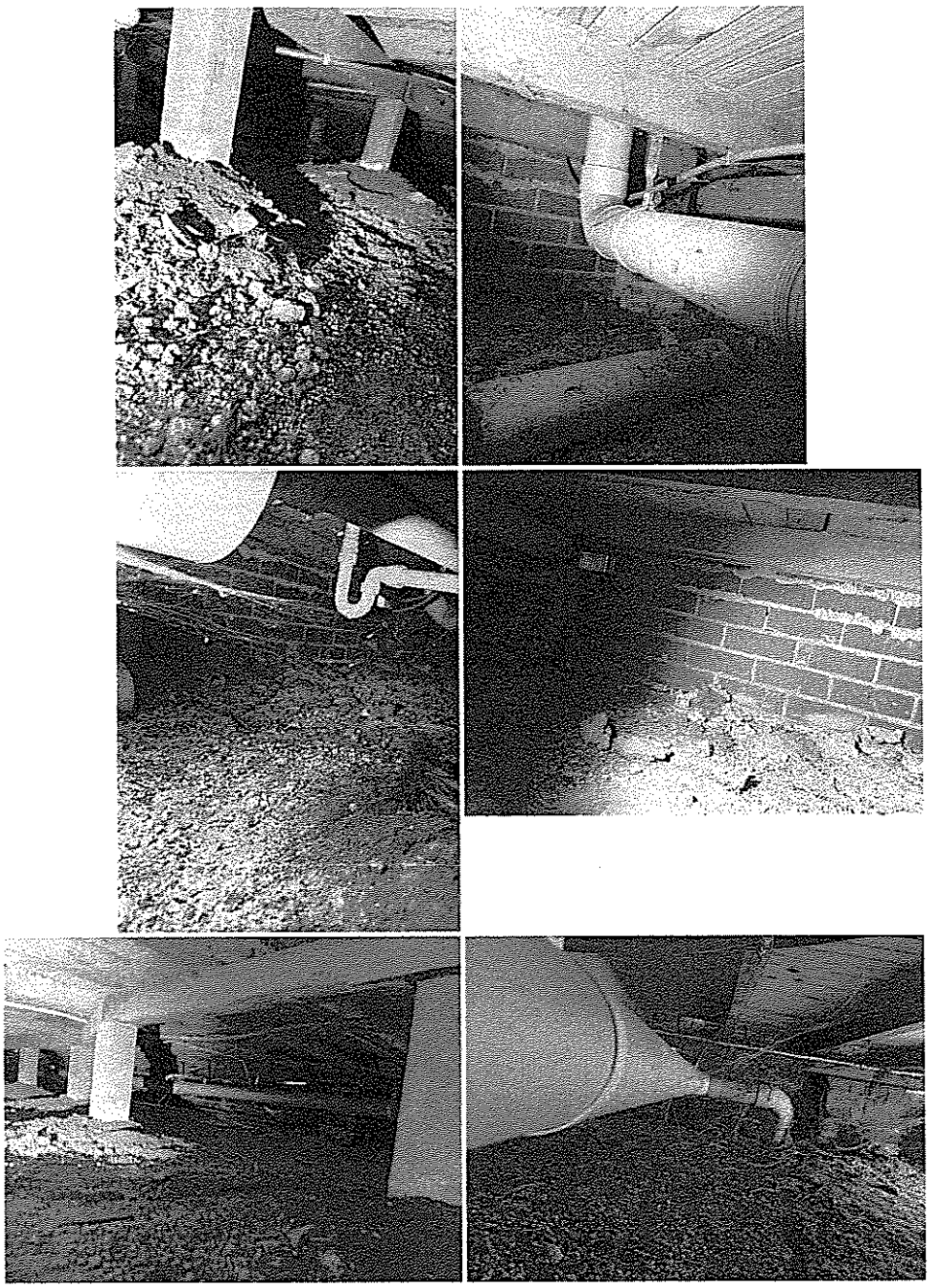
Subfloor was not entered and viewed from outside due to potentially toxic mould presenting a health hazard to the inspector.



Sub-Floor Observation.

General Condition

No full access was made to be able to sufficiently assess this area.







PROPERTY AND INSPECTION INFORMATION

Weather at Inspection Area

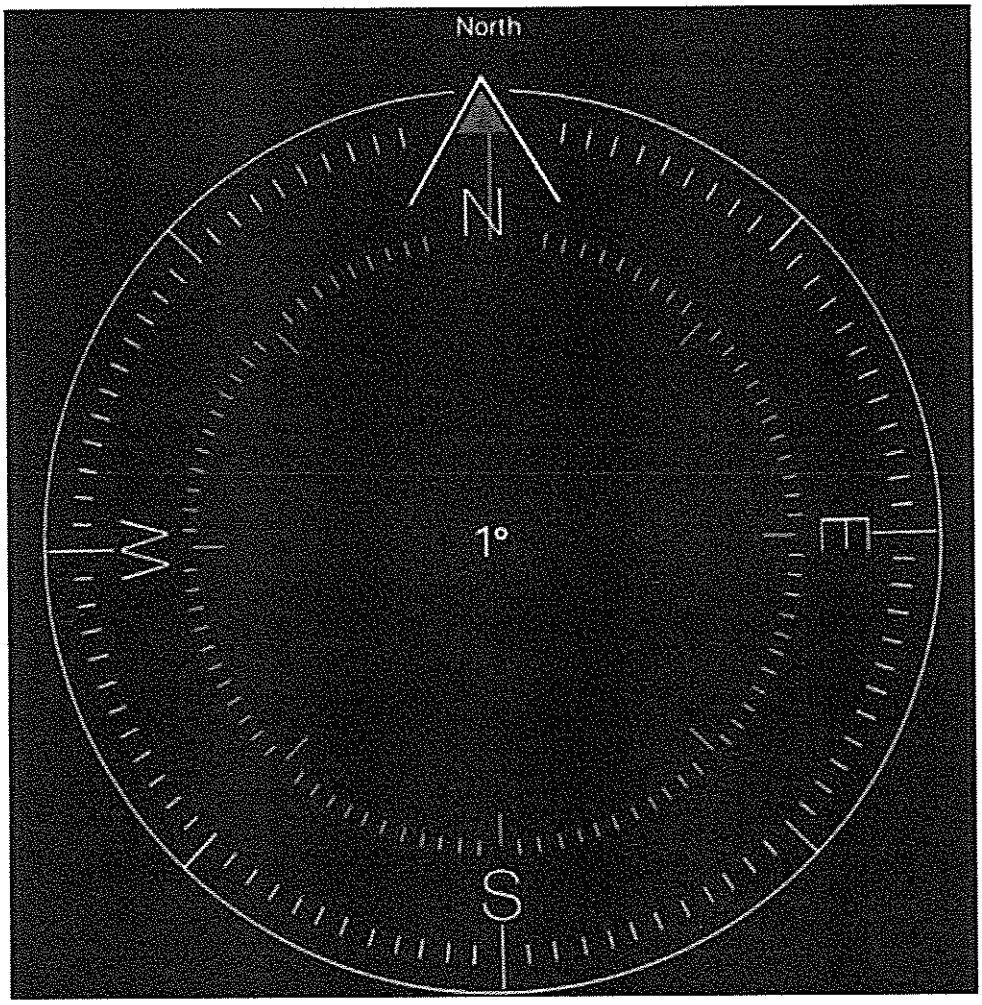
Weather Conditions

The weather was overcast but dry at the time of the inspection.

Property Information

Direction House Faces

The dwelling faces North for the purposes of this inspection report.



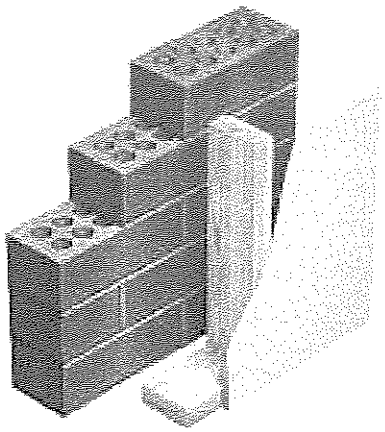
Building Type

The structure is a residential house.

Construction Type

The structure is of brick veneer construction.

BRICK VENEER WALL



Roof Cladding

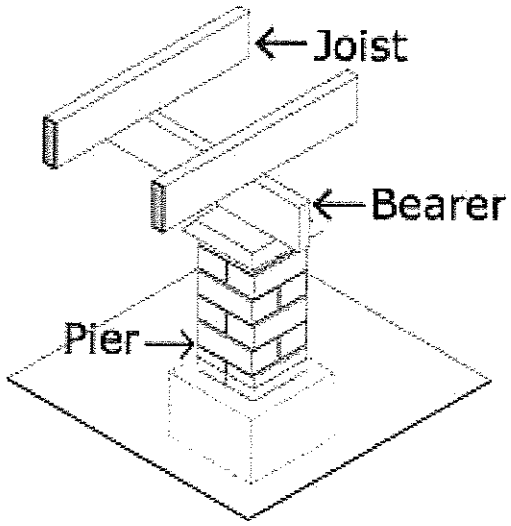
The roof is metal.

Roof Design

The roof is a pitched roof design.

Footings Type

Footings are brick piers with timber bearers and joists.



Storeys

Single level dwelling.

Property Occupied

The property was occupied.

Property Furnished

The property was fully furnished.

Note. Due to the amount of furnishings, belongings etc. we can not guarantee that further defects won't be found in the future.

People Present
The vendor was present.

Access and Restrictions

Inspected Areas
Building exterior.

Building interior.

The garage.

Roof Exterior

The Roof void.

The site.

The sub-floor.

Area Where Inspection Was Restricted
Stored items on the exterior walls restricted full visual inspection of the building's exterior.

Furniture and belongings restricted full visual inspection of the building interior.

Storage/Vehicles restricted full visual inspection on the garage.

Clearances, ducting and insulation where applicable restricted full visual inspection of the roof void.

Low access in sections restricted full visual inspection of the sub-floor.

Areas Not Inspected
Section within the sub-floor.

Inaccessible roof void sections due to access limitations and or insulation and ducting.

Utility Status

Water
The water was Connected. All plumbing pipe installation should be assessed by a licensed plumber.

Gas

We highly recommend that the gas and electrical appliances be regularly serviced and maintained in good order.

While we do note and comment on visually apparent defects, it is important to comply with legislation that requires licensed plumbers to check and document compliance for plumbing requirements to ensure proper functioning.

To ensure safety, we strongly suggest that a registered plumber inspects all gas appliances and the gas installation for any defective workmanship or potential carbon monoxide or gas leaks.

Plumbing inspections are not within the scope of the building inspection and must be conducted by a Licensed and Registered Tradesperson. It is highly recommended that the client arranges for a licensed gas plumber to check the appliances and plumbing to ensure they are working safely and efficiently. A registered plumber with the necessary instrumentation can detect gas leaks that may not be apparent otherwise. The plumber will inspect all appliances, including ovens, heaters, hot water services, and similar, as well as the plumbing installation.

Similarly, any electrical appliances and services should be maintained and serviced by a qualified electrician or appropriate technician or manufacturer service agent.

It is important to note that some properties may have both gas and electrical appliances, while others may only have one or the other.

Electricity

Electricity to the dwelling was connected. Note: We do not carry out electrical inspections for wiring or safety. This must be carried out by a licensed electrician and I recommend you have all electrical wiring and components assessed by a licensed electrician.

Apparent Concealment of possible defects

Were apparent Concealments seen

No apparent concealing of defects was visible.

inspection Agreement

Were there any specific requirements to The Pre Inspection Agreement

No specific requirements to the inspection or Pre inspection agreement were requested by the client or their legal representatives.

OBSTRUCTIONS AND LIMITATIONS

Obstructions and Limitations

Obstructions and Limitations

During the inspection of this property, we encountered obstructions and limitations that hindered a thorough examination.

These photographs provide a glimpse of the obstacles we faced, but it is important to note that there may be areas not captured due to their difficulty or inaccessibility. These obstructions can potentially conceal a range of defects, including minor and major issues, safety hazards, termite activity, and environments conducive to termite infestation, among others.

We acknowledge that obstructions and limitations are common in our industry, and we strive to work within these constraints.

At your discretion, when a property has residents, furniture, stored items and various other items on-site we recommend a re-inspection once the property is vacant and/or emptied, allowing for a more comprehensive assessment without furniture, belongings, or storage obstructing our view. This will enable us to possibly provide you with a more accurate and detailed report.

We encourage you to review the report thoroughly and reach out to us for any necessary discussions or clarifications.

CONCLUSION

Condition Of Inspected Structure

Overall Condition

The overall condition of this building has been compared to similar constructed buildings of approximately the same age where those buildings have had a maintenance program implemented to ensure that the building members are still fit for purpose.

The summary lists of Major and Minor defects included this report are the opinion of the inspector, other inspectors or individuals may have a different opinion to what is a Minor or a Major Defect

The incidence of major and minor defects and overall condition in this residential building as compared with similar buildings is listed below.

Please refer to the **TERMS AND CONDITIONS** section of this report for definition.

General Maintenance and Upkeep of This Property

The general maintenance and upkeep of this property is considered: AVERAGE

The incidence of Major Defects

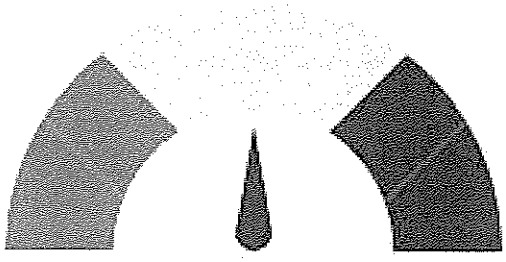
The incidence of major defects in this residential building as compared with similar buildings is considered **TYPICAL**

The Incidence of Minor Defects

The incidence of minor defects in this residential building as compared with similar buildings is considered **HIGH**

The Overall Condition Of This Dwelling

The overall condition of this residential dwelling in the context of its age, type and general expectations of similar properties is **AVERAGE**



TERMS AND CONDITIONS

The purpose of the inspection is to identify the visible major defects and safety hazards associated with the property at the time of the inspection. The inspection and reporting is limited to a visual assessment of structure in accord with AS 4349.1 appendix "C" or if not a pre-purchase report then the report complies with AS4349.0. This is a general appraisal only and cannot be relied on its own, a further inspection by specialist and qualified trades is strongly recommended.

NOT A PEST REPORT: This inspection and report will not Inspect, seek or attempt to identify timber pest activity or damage. We strongly recommend you obtain a timber pest inspection conducted by a licensed and suitably qualified pest inspector.

DEFINITIONS AND TERMINOLOGY

SERVICEABLE: The building material or component is in reasonable or serviceable condition for the age of the dwelling.

TRADESMAN: A defect or a number of defects were visible that will require assessment by a qualified trades person.

AGE: The component has deterioration due to ageing or lack of upkeep and or maintenance.

MONITOR: Some defects may require monitoring to ascertain if the defect will worsen, reappear or cause further problems.

STRATA: In the case of strata and company title properties, the inspection is limited to the interior and immediate exterior of the particular unit being inspected report.

HIGH: The frequency and/or magnitude of defects are beyond the inspector's expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

TYPICAL: The frequency and/or magnitude of defects are consistent with the inspector's expectations when compared to similar buildings of approximately the same age, which have been reasonably well maintained.

LOW: The frequency and/or magnitude of defects are lower than the inspector's expectations when compared to similar buildings of approximately the same age that have been reasonably well maintained.

ABOVE AVERAGE: The overall condition is above that consistent with dwellings of approximately the same age and construction. Most items and areas are well maintained and show a reasonable standard of workmanship when compared with buildings of similar age and construction.

AVERAGE: The overall condition is consistent with dwellings of approximately the same age and construction. There will be areas or items requiring some repair or maintenance.

BELOW AVERAGE: The building and its parts show some significant defects and/or very poor workmanship and/or long-term neglect and/or defects requiring major repairs or reconstruction of major building.

SIGNIFICANT ITEMS: An item that must be reported in accordance with the scope of the inspection.

MAJOR DEFECT: A defect of sufficient magnitude requiring building works to avoid unsafe conditions, loss of function or further worsening of the defective item.

MINOR DEFECT: Any defect other than what is described as a Significant Item or major defect.

SAFETY HAZARD: A defect that presents unsafe conditions and must be reported as a Major defect.

ACCESSIBLE AREA: Is any area of the property and structures allowing the inspector safe and reasonable access within the scope of the inspection.

LIMITATION: A factor that prevents full or proper inspection of the building.

IMPORTANT INFORMATION

This report outlines the scope and limitations of the inspection. It consists of a visual assessment aimed at identifying major defects and assessing the property's general condition at the time of inspection. Cost estimates for rectification work are not included as per Australian Standard AS 4349. For properties within Strata or Company Titles, the inspection is limited to the interior and immediate exterior of the specific residential unit, excluding common areas. It's crucial to conduct a re-inspection if the sale contract becomes binding more than 30 days after the initial assessment. This report is intended solely for the individual named in the CLIENT INFORMATION section, and any reliance on it by real estate agents is discouraged. Additionally, any reported a structural engineer for further assessment and advice should evaluate cracking. Please refer to section 2G for details on Cracking of Building Elements.

Acceptance Criteria: The building shall be compared with a building that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability.

Limitations: This report is based on a limited visual inspection of accessible areas only, following safety protocols and AS4349 guidelines. Its purpose is to advise potential buyers on the property's condition at the time of inspection. While it covers all safe and accessible areas, it does not assess geological, structural, or service system aspects. It's recommended that qualified contractors evaluate electrical, plumbing, gas, and motorized appliances before purchase. The inspection primarily focuses on the main structure and nearby buildings within 30m of the site, including fences.

Safe and Reasonable Access: Inspections were conducted only in areas with safe and reasonable access, as defined by AS4349.1 or AS4349.0. This includes spaces where unobstructed access is provided, adhering to specified clearances being Roof Interior- Access opening 400 x 500 mm - Crawl Space 600 x 600mm - Height accessible from a 3.6m ladder. Roof Exterior- Must be accessible from a 3.6m ladder placed on the ground. However, access does not entail removing screws or bolts, using invasive methods, or moving heavy furniture. For roof inspections, specific access dimensions and ladder requirements apply, ensuring safety and compliance.

1) NOT A CERTIFICATE OF COMPLIANCE: This report does not cover every aspect of the building. It aims to identify obvious or significant defects present at the time of inspection. The significance of a defect depends largely on the age and type of the building. It does not serve as a certificate of compliance with any regulations or acts, nor is it a structural report. For structural advice, consulting a structural engineer is recommended.

2) VISUAL INSPECTION: This is a visual inspection only limited to those areas and sections of the property safe that are fully accessible safe to access and visible to the inspector on the date of inspection.

2a) Restricted Areas: Some areas listed in the report may have been inaccessible due to factors like storage, furniture, or limited access. Defects or damage may exist in these areas. Removal of obstacles like ducts or floorboards may be necessary for a thorough inspection, requiring permission from the property owner. We do not guarantee the absence or presence of defects, termite damage, or live termites in uninspected areas. Review the entire inspection report and ensure to contact us with any questions before making a purchase decision.

2b) Entering attics or roof voids that are insulated can cause damage to the insulation and attic framing. Attics with deep insulation cannot be safely inspected due to limited visibility of the framing members upon which the inspector must walk. In such cases, the attic is only partially accessed, thereby limiting the review of the attic area from the hatch area only. Inspectors will not crawl the attic area when they believe it is a danger to them or that they might damage the attic insulation or framing. There is a limited review of the attic area viewed from the hatch only in these circumstances.

2c) Roof Inspection Limitations: The inspector will not walk on the roof if it's deemed unsafe, which can be due to factors like height, pitch, or slippery surfaces. This limitation may result in hidden defects. The inspector provides an opinion on the overall condition of the roofing material but does not guarantee against leaks. Observing the roof during rainfall is the only sure way to determine its watertightness, which is often not possible during inspections. Therefore, we offer no guarantee against future leaks.

2d) Limitations to Exterior Inspection: This is a visual inspection that examines a representative sample of exterior components, not every occurrence. Geological, geotechnical, hydrological, and environmental conditions are not assessed. Certain features like screening, shutters, fences, and recreational facilities are excluded unless specified. We cannot guarantee that any visible wall cracks will not worsen over time; consult a structural engineer for advice.

2e) Timber framed windows may bind or stick, often due to changes in moisture content. If binding persists, a carpenter may need to make adjustments. While not usually a major defect, binding windows can sometimes indicate footing settlement issues. If fungal decay or deteriorated putty seals are present, the consultant won't operate windows to avoid damage. Sticking or paint-sealed windows won't be forced open. Water leaks around windows can't be assessed without rain.

2f) Carpets, floor coverings, cupboards, and other fixtures, potentially obscuring defects in the flooring or walls may hinder internal inspections. Damage may remain undetected where access is limited or obstructed. Wall condition behind coverings cannot be assessed. This inspection covers only visible areas. Fireboxes, including wood burning units, are not included in this scope; it's advised to test them for assurance before purchase.

2g) **Cracking of Building Elements:** Regardless of the type of crack(s) the inspector carrying out a visual inspection is unable to determine the expected consequences of the cracks. As a crack on the day can be 1mm wide but may have the potential to develop over time into structural problems for the home owner resulting in major expensive rectification work.

Information required to determine the consequences of a crack:

Nature of the foundation material on which the building in resting

a) The design of the footings

b) The site landscape and topography

c) The history of the cracks

All these factors fall outside the scope of this inspection. However the information obtained from the items above are valuable in determining the expected consequences of the cracking and any remedial work.

Cracking Categories: Cracking is also categorized into the following 5 categories with a description of typical damage and required repairs:

0-Hairline cracking, less than 0.1mm,

1-Fine cracks that do not need repair, less than 1.0mm,

2-Noticeable cracks, yet easily filled 1mm - 5.0mm,

3-Cracks that can be repaired and possibly some of the wall sections will need to be replaced. Weather tightness can be impaired; 5.0mm -15.0mm,

4-Extensive repair works required involving breaking out and replacing these sections. Walls can become out of plumb and fall and causes reduced bearing capacity, 15.0mm - 25.0mm.

IMPORTANT: Regardless of location or size If cracks have been identified then a structural engineer is required to determine the significance of the cracking prior to a decision to purchase.

2h) For any elevated structure designed for human use, it's imperative to engage an engineer or qualified individual for inspection and to arrange annual maintenance checks. This report does not confirm suitability for specific purposes or capacities. Only a qualified engineer can assess this. The term "structure" encompasses elevated decks, verandas, balconies, handrails, stairs, and play areas. If linings or obstructions hide any structural component, a qualified professional must remove them for evaluation.

3) CONCEALED DEFECTS: This report does not cover: concealed defects, weather-dependent issues like leaks, usage-dependent defects (e.g., shower enclosures), timber pests, gas fittings, common areas, environmental factors, proximity to transportation, noise levels, health and safety, heritage, security, fire protection, site drainage, non-structural swimming pools/spas, illegal construction or plumbing, durability of finishes, neighbourhood issues, document analysis, electrical systems, statutory regulations, or any uninspected areas/items.

4) NO GUARANTEE: Accordingly this report is not a guarantee that defects and/or damage do not exist in any inaccessible or partly inaccessible areas or sections of the property. Such matters may upon request be covered under the terms of a special purpose property report.

5) SWIMMING POOLS: Swimming pools/spas are not part of the standard building report as per AS4349 and are not covered by this report. We strongly recommend a pool expert should be engaged to examine the pool and the pool equipment and plumbing as well as the requirements to meet the standard for pool fencing. Failure to conduct this inspection and put into place the necessary recommendations could result in finds for non-compliance under the legislation.

6) SURFACE WATER AND DRAINAGE: To prevent potential foundation issues, ensure proper drainage away from the house. This inspection does not assess site drainage, as its adequacy can vary with weather conditions. Recommendations are based on conditions observed during the inspection. Consider a smoke test to detect illegal connections or drainage issues.

7) SHOWER RECESSES: Shower areas are visually inspected for leaks, but leaks may only become apparent with consistent use. Ensuring watertightness is not within the scope of this inspection. Proper sealing in bathrooms is crucial to prevent water damage. Ongoing maintenance is essential to address minor imperfections that could lead to water penetration. Shower recesses may be tested for leaks if water is connected, but such tests have limitations and may not detect all issues. The absence of visible leaks during inspection does not guarantee that the shower is leak-free.

8) GLASS CAUTION: Glazing in older houses (built before 1978) may not necessarily comply with current glass safety standards AS1288. In the interests of safety, glass panes in doors and windows especially in traffic-able areas should be replaced with safety glass or have shatterproof film installed unless they already comply with the current standard.

9) STAIRS AND BALUSTRADES: Specifications have been laid down by the National Construction Code, covering stairs, landings, balustrades to ensure the safety of all occupants and visitors in a building. Many balustrades and stairs built before 1996 may not comply with the current standard. You must upgrade all such items to the current standard to improve safety.

10) RETAINING WALLS: Retaining walls exceeding 700mm in height should have been installed with engineering design and supervision. Such walls on the site were not evaluated in this standard property report. It is recommended to investigate further regarding drainage systems, load-bearing capacity, component sizing, and batter.

11) ROOMS BELOW GROUND LEVEL: If there are any rooms under the house or below ground level (whether they are habitable or non-habitable rooms), these may be subject to dampness and water penetration. Drains are not always installed correctly or could be blocked. It is common to have damp problems and water entry into these types of rooms, especially during periods of heavy rainfall and this may not be evident upon initial inspection. These rooms may not have council approval. The purchaser should make his or her own enquiries with the Council to ascertain if approval was given.

12) ASBESTOS, MOULD AND MAGNASITE DISCLAIMER: No inspection for asbestos, Mould or Magnasite was carried out at the property and no report on their presence or is provided. Consult with a suitably qualified inspector for these tests

13) ESTIMATING DISCLAIMER: No estimate is provided in this report. We strongly recommend you obtain quotes for repairs from licensed tradesman prior to a decision to purchase.

14) DISCLAIMER OF LIABILITY: No liability shall be accepted on an account of failure of the report to notify any problems in the area(s) or section(s) of the subject property that were obstructed and or concealed, physically inaccessible for inspection, or to which access for inspection is denied by or to the inspector (including but not limited to or any area(s) or section(s) so specified by the report) Compensation will only be payable for losses arising in contract or tort sustained by the client named on the front of this report. Compensation is limited to the price of the report initially paid by the claimant named in the report as the "CLIENT"

15) DISCLAIMER OF LIABILITY TO THIRD PARTIES: Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part, does so entirely at his or her own risk.

16) COMPLAINTS PROCEDURE: In case of any dispute or claim regarding the Inspection or the Report, notify us promptly via email or registered mail. We must be granted access to the property within 28 days to investigate fully, and you'll receive a written response within the same timeframe. If unsatisfied, refer the matter to a Mediator nominated by us within 21 days of our response. The cost will be shared equally, or as agreed upon. Failure to comply and initiating litigation will require you to indemnify us against any incurred expenses.

OTHER RECOMMENDED INSPECTIONS

Electrical installation: All electrical wiring, meter-box and appliances need to be checked by a qualified electrician. The inspection of any electrical item is outside the scope of this report.

Plumbing: All plumbing including septic tanks need to be inspected and reported on by a plumber.

Hot water service: Hot water services need to be checked by a plumber and/or electrician.

Gas: All gas services need to be inspected and reported on by a gas plumber.

Phone: All phones, phone lines and outlets need to be inspected and reported on by a telecommunications technician.

Smoke Alarm: AS3786 mandates smoke alarms in buildings where people sleep. Consult an electrician for advice on installation or existing alarms.

Contact the inspector: For any queries or clarification regarding this report, don't hesitate to contact the inspector directly. Understanding complex issues or faults can be challenging, we strongly recommend you contact the inspector promptly for assistance and clarification on listed issues before making any decisions based on the report.

TIMBER PEST INSPECTION

Please note that this inspection and report was a Visual only inspection to the readily accessible areas of the property as defined within the terms and conditions of this report.

Please ensure that you read all sections of the report as well as the additional information at the rear of Please note that this inspection and report was a Visual only inspection to the readily accessible areas of the property as defined within the terms and conditions of this report. As this is a visual inspection only there may be damage to structural timbers within the building from termite infestation that is concealed by wall/s and or ceiling linings, and that such damage has neither been inspected for nor reported herein. Please ensure that you read all sections of the report as well as the additional information at the rear of the report and understand the limitations and the special recommendations for this construction style. If there is something you do not understand or require further clarification. Please contact the Inspector. **IMPORTANT: The Client acknowledges that, unless stated otherwise, the Client, as a matter of urgency should implement any recommendation or advice given in this report. Please contact the inspector If there is something you do not understand or require further clarification on.**

ACCESS AND RESTRICTIONS

Note

Inspection Information

For the purpose of visual timber pest inspection this timber pest inspection report which form part of a combined timber pest and building inspection. The inspection information listed at the beginning of the building inspection report namely report information shall apply. Including the date and time of inspection, agreement number, who the report is prepared for and the description of the property inspected. **THIS IS A VISUAL INSPECTION ONLY** in accord with the requirements of AS4349.3-2010 - Inspection of buildings Part 3: Timber Pest Inspections.

Summary Only

Important Disclaimer

Important disclaimer: This summary and the opinion are supplied to allow a quick and superficial overview of the inspection results. This summary is not the report and cannot be relied upon on its own. This summary must be read in conjunction with the full report and not in isolation from the report. If there should happen to be any discrepancy between anything in the report and anything in this summary, the information in the report shall override that in this summary. The report is subject to terms and limitations. Note: It is essential that you read the entire report; other inspectors may have and are entitled to different opinions in relation to this dwelling. Note: This report should not be relied upon if the contract for sale becomes binding more than 30 days after the date of initial inspection. A re-inspection after this time is essential.

1.1 Access to Areas

Areas where Access Should be Gained

No. Please read the report in its entirety.

1.2 Timber Pest Activity

Was there any Termite Workings or Damage Found

No: Of the areas able to be inspected there were no termite workings or termite damage visible. Please read this report in its entirety.

Were Any Live or Active Termites Found

No: Please read this report in its entirety

NOTE

Note: Any evidence of termite activity or workings in the grounds or building structure assumes that the risk to buildings is extremely high. We strongly recommend a treatment to eradicate the termites and to protect the building.

Any Visible Borer of seasoned Timbers Found

No: Please read this report in its entirety.

Any Damage caused by Wood Decay, Rot Found

No: Please read this report in its entirety.

Evidence Of Chemical Delignification

No: Please read this report in its entirety.

NOTE

For complete and accurate information please refer to the attached complete visual timber pest report, provided in accord with as 4349.3-2010

Are further inspections recommended

No: Please read this report in its entirety.

Where any major safety hazards identified

No: Please read this report in its entirety.

Susceptibility of this property to timber pests

In our opinion, the susceptibility of this property to timber pests is considered to be MODERATE TO HIGH. Read the report in full

Is a Invasive Inspection Recommended

No: Please read this report in its entirety.

1.3 Brief Description of the Structure Inspected

Building Type

Please refer to the description of the property outlined in the Building Inspection section of this report.

Terms and Limitations

Important Information

Any person who relies upon the contents of this report does so acknowledging that the following clauses, which define the scope and limitations of the inspection, form an integral part of the report.

1. This is a visual inspection only in accord with the requirements of as 4349.3 Inspection of buildings part 3: Timber pest inspections. This visual inspection was limited to those areas and sections of the property to which reasonable access (see definition) was both available and permitted on the date of inspection. The inspection did not include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, mouldings, roof insulation/sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector cannot see inside walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, in other areas that are concealed or obstructed. The inspector did not dig, gouge, force or perform any other invasive procedures. An invasive inspection will not be performed unless a separate contract is entered into. In an occupied property it must be understood that furnishings or household items may be concealing evidence of timber pests, which may only be revealed when the items are moved or removed. In the case of strata type properties only the interior of the unit is inspected.

2. Scope of report: This report is confined to reporting on the discovery, or non-discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber and wood decay fungi (hereinafter referred to as 'timber pests'), present on the date of the inspection. The inspection did not cover any other pests and this report does not comment on them. Dry wood termites (family: Kalotermitidae) and European house borer (hylotrupes bujulus Linnaeus) were excluded from the inspection, but have been reported on if, in the course of the inspection, any visual evidence of infestation happened to be found. If cryptotermes brevis (West Indian dry wood termite) or hylotrupes bujulus Linnaeus are discovered we are required by law to notify government authorities. If reported a special purpose report may be necessary.

3. Hidden damage: If timber pest activity and/or damage is found, within the structures or the grounds of the property, then damage may exist in concealed areas, e.g. framing timbers. An invasive inspection is strongly recommended in this case. Damage may only be found when wall linings, cladding or insulation are removed to reveal previously concealed timbers.

4. Accesibility: A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. At the request of the named client on this report and with the written consent of the vendor, we will revisit the site and re-Inspect the obstructed Areas at no cost to you.

5. Limitations: Nothing contained in the report implies that any inaccessible or partly inaccessible areas or sections of the property being inspected by the inspector on the date of the inspection were not, or have not been, infested by timber pests. Accordingly this report is not a guarantee that an infestation and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. Nor is it a guarantee that a future infestation of timber pests will not occur or be found.

6. Determining extent of damage: The report is not a structural damage report. Any observations or recommendations about timber damage should not be taken as expert opinion and cannot be relied upon. The report will not state the full extent of any timber pest damage. The report will state timber damage found as slight, moderate, moderate to extensive or extensive. This information is not the opinion of an expert. If any evidence of timber pest activity and/or damage resulting from timber pest activity is reported either in the structure(s) or the grounds of the property, then you must assume that there may be concealed structural damage within the building(s). This concealed damage may only be found when wall linings, cladding or insulation is removed to reveal previously concealed timbers. An invasive timber pest inspection (for which a separate contract is required) is strongly recommended and you should arrange for a separate inspection by a qualified builder, engineer, or architect to carry out a structural inspection and to determine the full extent of the damage and the extent of repairs that may be required. You agree that either we or the individual conducting the inspection is responsible or liable for the repair of any damage whether disclosed by the report or not.

7. Mould: Mildew and non-wood decay fungi is commonly known as mould and is not considered a timber pest. However, mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. No inspection for mould was carried out at the property and no report on the presence or absence of mould is provided. Should any evidence of mould happen to be noticed during the inspection, it will be noted in the other information (5.11) Section of this report. If mould is noted as present within the property and you are concerned as to the possible health risk resulting from its presence then you should seek advice from your local council, state or commonwealth government health department or a qualified expert such as an industry hygienist.

8. Disclaimer of liability: No liability shall be accepted on account of failure of the report to notify any termite activity and/or damage present at or prior to the date of the report in any areas(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for inspection is denied by or to the licensed inspector (including but not limited to any area(s) or section(s) so specified by the report).

9. Disclaimer of liability to third parties: Compensation will only be payable for losses arising in contract or tort sustained by the client named on the front of this report. Any third party acting or relying on this report, in whole or in part, do so entirely at his or her own risk.

10. Complaints procedure: In the event of any dispute or claim arising out of, or relating to the inspection or the report, you must notify us as soon as possible of the dispute or claim by email, fax or mail. You must allow us (which includes persons nominated by us) to visit the property (which visit must occur within twenty eight (28) days of your notification to us) and give us full access in order that we may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection.

If you are not satisfied with our response you must within twenty one (21) days of your receipt of our written response refer the matter to a mediator nominated by us from the institute of arbitrators and mediators of Australia. The cost of the mediator will be borne equally by both parties or as agreed as part of the mediated settlement.

Should the dispute or claim not be resolved by mediation then the dispute or claim will proceed to arbitration. The institute of arbitrators and mediators of Australia will appoint an arbitrator who will hear and resolve the dispute. The arbitration, subject to any directions of the arbitrator, will proceed in the following manner:

A) the parties must submit all written submissions and evidence to the arbitrator within twenty one (21) days of the appointment of the arbitrator; and

B) the arbitration will be held within twenty one (21) days of the arbitrator receiving the written submissions.

The arbitrator will make a decision determining the dispute or claim within twenty one (21) of the final day of the arbitration. The arbitrator may, as part of his determination, determine what costs, if any, each of the parties are to pay and the time by which the parties must be paid any settlement or costs. The decision of the arbitrator is final and binding on both parties. Should the arbitrator order either party to pay any settlement amount or costs to the other party but not specify a time for payment then such payment shall be made within twenty one (21) days of the order.

In the event you do not comply with the above complaints procedure and commence litigation against us then you agree to fully indemnify us against any awards, costs, legal fees and expenses incurred by us in having your litigation set aside or adjourned to permit the foregoing complaints procedure to complete.

11. Complaint investigation: In the event any litigation is started as a result of the inspection and/or report, you indemnify us against any legal fees and expenses incurred where you have not first allowed us the opportunity to visit the property to investigate the complaint and provide you with a written response within 28 days.

2. Visual Timber Pest Inspection Report

Important Information

For complete and accurate information please refer to the attached complete visual timber pest report, provided in accord with AS 4349.3-2010

2.1 Brief Description of Areas Inspected

NOTE

Only structures, fences & or trees within 30m of the building but within the property boundaries were inspected.

The areas inspected were

Please refer to the Inspected and restricted areas in the Building Inspection section of this report.

2.2 Areas Not Inspected

Please Note

No inspection was made, and no report is submitted, of inaccessible areas. These include, but may not be limited to, cavity walls, concealed frame timbers behind tiled walls or other coverings such as Gyprock, Fibrous cement sheeting and any paneled/cladded wall, eaves, flat roofs, fully enclosed patios sub-floors, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, hollow blocks/posts, etc. The inspection did not include obstructed areas, not readily accessible and inaccessible areas at the time in inspection which were inaccessible, not readily accessible or obstructed areas at the time of inspection. Locked and restricted areas were not inspected. Removing furnishings and obstructions which may be concealing evidence of defects is outside the scope of this inspection. It is strongly recommended that all obstructions be removed and full access be provided as defects may exist in these areas.

Unable to Inspect

Roof void sections were not visible.

Some sections and areas in the subfloor were not inspected due to access issues

Sections in the exterior could not be inspected to inaccessibility.

Sections in the interior could not be inspected to excessive personal belongings and items obstructing access and view.

No inspection made or report submitted to any concealed timber frames.

2.3 Reasonable Access Areas Not Available and Why

Roof Void Because

Bulk insulation restricting view of roofing timbers.

Heating and/or cooling ducts restricted an entire inspection to some areas of the roof space.

Low clearance in sections of roof void restricted reasonable access to the roof space.

Note: Important Limitations for Safe and Reasonable Access

Only areas where reasonable access was available were inspected. AS 4349.3 defines reasonable access and states that access will not be available where there are safety concerns, or obstructions, or the space available is less than the following:

ROOF VOID - the dimensions of the access hole must be at least 450mm x 400mm, and, reachable by a 2.1M step ladder or 3.6M ladder, and, there is at least 600mm x 600mm of space to crawl;

ROOF EXTERIOR - must be accessible by a 3.6M ladder

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.

Defects may exist in the inaccessible areas. It is strongly recommended that full access be granted to enable a thorough inspection to take place as it could be harbouring timber pest activity, damage or defects. Note: Where vehicles and storage has restricted a full inspection i advise that this area be cleared so a full inspection can be carried out.

Truss Webbing

Sub Floor Due To

Sections of the sub floor could not be inspected due to some areas were too low to physically access.

Some areas in the subfloor we not accessible.

Yellow mould was seen on entry. This is a health risk and unsafe for the inspector to enter.

Reasonable Access

Note: The australian standard AS3660 refers to AS4349.3-2010 Which defines reasonable access. Access will not be available where there are safety concerns, or obstructions, or the space available is less than the following: Subfloor - Access is normally not available where dimensions are less than 500mm x 400mm for the access hole and less than 400mm of crawl space beneath the lowest bearer, or, less than 500mm beneath the lowest part of any concrete floor.

It is strongly recommended that full access be granted to enable a thorough inspection to take place as it could be harboring timber pest activity and/or damage.

Please note since a complete inspection of the above areas was not possible, timber pest activity and/or damage may exist in these areas. It is strongly recommended that full access be granted to enable a thorough inspection to take place as it could be harboring timber pest activity and/or damage.

2.4 House furnishings

Please Note

Where a property is furnished at the time of the inspection then you must understand that the furnishings and stored goods may be concealing evidence of timber pest activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case no inspection was made and no report is submitted, of inaccessible areas. If a complete inspection of the areas in the dwelling was not possible, termite activity and/or damage may exist in these areas and nothing in this report implies that any inaccessible or partly inaccessible areas or sections of the property being inspected by me on the date of the inspection were not, or have not been infested by timber pests. Accordingly, this report is does not report on inaccessible areas. This includes but may not be limited to concealed frame timbers, eaves, areas concealed by concrete floors, wall linings, soil, landscaping, rubbish, floor coverings (carpet lino etc.), Furniture, pictures, appliances (dishwashers, refrigerators, washing machines, ovens, microwave ovens, heating and cooling units etc.), Stored items (clothes on floor, boxes on floor and against walls, beds against walls and the like), insulation, hollow blocks/columns/posts/poles or other architectural hollow structures. Furnishings found at this dwelling were not inspected and do not form part of this inspection.

Was the dwelling Furnished

The dwelling was fully furnished.

2.5 Areas of Visual Inspection obstructed and why

Areas Obstructed

Where present carpet conceals damage to the underside, owner's possessions, items in cupboards & furniture present throughout the building, which is preventing a thorough inspection from being undertaken. You should be aware that furnishings and/or owners possessions may be concealing evidence of timber pests and defects, which may only be revealed when items are removed or moved. It is strongly recommended that full access be gained as it could be harbouring timber pest activity, pest damage or defects.

There is low clearance in areas throughout the roof void which is preventing a full/thorough visual inspection taking place. It is strongly recommended that full access be granted to enable a thorough inspection ,and could be harbouring timber pest activity and/or damage.

There is insulation, present in the roof space/void. This is preventing a full inspection from being undertaken. It is strongly recommended that full access be gained as it could be harbouring timber pest activity and/or damage.

There is sarking present in the roof space/void. This is preventing a full inspection from being undertaken. It is strongly recommended that full access be gained as it could be harbouring timber pest activity and/or damage.

There is low clearance in areas present throughout the subfloor which is preventing a full/thorough visual inspection taking place. It is strongly recommended that full access be granted to enable a thorough inspection to take place as it could be harbouring timber pest activity and/or damage.

Stored item in garage obstructed visual inspection,

Regardless of whether any obstruction were listed, the client acknowledges that no inspection was made, and no report is submitted, of obstructed areas. These include, but may not be limited to, cavity walls, concealed frame timbers behind tiled walls or other coverings such as Gyprock, Fibrous cement sheeting and any paneled/cladded wall, eaves, flat roofs, fully enclosed patios sub-floors, soil concealed by concrete floors, fireplace hearths, wall linings, landscaping, rubbish, floor coverings, furniture, pictures, appliances, stored items, insulation, hollow blocks/posts, etc. The inspection did not include obstructed areas, not readily accessible and inaccessible areas at the time in inspection which were inaccessible, not readily accessible or obstructed areas at the time of inspection. Removing furnishings and obstructions which may be concealing evidence of defects is outside the scope of this inspection. It is strongly recommended that all obstructions be removed and full access be provided as defects may exist in these areas.

Please Note

Please note since a complete inspection of the above areas was not possible, timber pest activity and/or damage may exist in these areas.

2.6 High Risk Areas where access should be gained

Areas of High Risk requiring Inspection

Areas of high risk area(s) to which access should be gained, or fully gained, since they may show evidence of timber pests or damage:

High Risk Areas are

The sub-floor space could not be fully accessed, termites or termite damage may exist. Access must be made available to full inspect this area.

Important: Where a complete inspection of the above areas was not possible, timber pest activity and/or damage may exist in these areas, further inspections are strongly recommended to areas where reasonable access is unavailable, obstructed or restricted or a high risk of possible timber pests and/or damage exists.

Concealed timber frames including walls and roofing.

Undetected Termite Activity Risk Assessment

Due to restrictions and obstructions to the dwelling the level of undetected termite activity is considered High.

Please refer to section 4 of the terms and conditions outlined in this report.

The following further inspections are recommended

Remove bulk insulation and re-inspect.

We recommend re-inspecting this property when vacant and unfurnished. Furniture and furnisings restrict the visual inspection.

Furnished properties: Where a property is furnished at the time of the inspection the furnishings and stored goods may be concealing evidence of Timber Pest Activity. This evidence may only be revealed when the property is vacated. A further inspection of the vacant property is strongly recommended in this case.

Note: No inspection was made, and no report is submitted, of obstructed areas. These include, but may not be limited to, cavity walls, concealed frame timbers behind tiled walls or other coverings such as Gyprock, Fibrous cement sheeting and any panelled/cladded walls.

TIMBER PEST FINDINGS

3. Subterranean Termites

Were Active or Live Termites Visible

No. Of the visble and accessible areas inspected, there were no visible termites found at the time of the inspection.

3.1 Termite Nests

Was a Termite Nest Found

No termite nests found at time of inspection.

3.2 Subterranean Termite Damage or workings

Any workings or damage found

No. Of the visible and accessible areas inspected, no termite working or timber damage found at the time of the inspection.

We claim no expertise in building and if any evidence or damage has been reported then you must have a building expert determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations)

Please Note

Where evidence of termite activity was found in the grounds then the risk to buildings is extremely high. A treatment to eradicate the termites and to protect the building(s) should be carried out in the first instance.

Extent Of Damage

We claim no expertise in building and if any evidence or damage has been reported then you must have a building expert determine the full extent of damage and the estimated cost of repairs or timber replacement (See Terms & Limitations).

If damage is visible does it present a safety risk

Important Note: Where a Major Safety Hazard is identified above, it must be attended to and/or rectified to avoid the possibility of personal injury &/or death. VERY Important: If live termites or any evidence of termite workings or damage was reported above within the building(s) or in the ground and fences then it must be assumed that there may be concealed termite activity and/or timber damage. This concealed activity or damage may only be found when alterations are carried out such as when wall linings, cladding or insulation are removed or if you arrange for an invasive inspection. We claim no expertise in structural engineering or building. We strongly recommend that you have a qualified person such as a Builder, Engineer, Architect or other qualified expert in the building trade determine the full extent of the damage, if any. This may require an invasive inspection. We take no responsibility for the repair of any damage whether disclosed by this report or not. (See Terms & Limitations). Where visual evidence of termite workings and/or damage is reported above, but no live termites were present at the time of inspection, you must realize that it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without benefit of further investigation and a number of inspections over a period of time, to ascertain whether any infestation is active or inactive. Active termites may simply have not been present at the time of inspection due to a prior disturbance, climatic conditions, or they may have been utilizing an alternative feeding source. Continued, regular, inspections are essential. Unless written evidence of a termite protection program in accord with "Australian Standard 3660" with ongoing inspections is provided, you must arrange for a treatment in accord with "Australian Standard 3660" to be carried out immediately to reduce the risk of further attack. General remarks: A more thorough INVASIVE INSPECTION is available (refer to section 9 of the terms and conditions). Where any current visible evidence of Timber Pest activity is found it is strongly recommended that a more invasive inspection be performed. Trees and stumps on the property with a diameter more than 100mm have been visually inspected for evidence of termite activity to a height of 2m where access was possible and practical. It is very difficult, and generally impossible to locate termite nests since they are underground and evidence in trees is usually well concealed. We therefore strongly recommend that you arrange to have trees test drilled for evidence of termite nests.

3.3 Any Evidence of a Previous Termite Treatment

Any Evidence of previous Treatments Found

No, there was no visible evidence or a previous termite treatment was located at the property.

Warning

Warning: If evidence of drill holes in concrete or brickwork or other signs of a possible previous treatment are reported then the treatment was probably carried out because of an active termite attack. Extensive structural damage may exist in concealed areas. You should have an invasive inspection carried out and have a builder determine the full extent of any damage and the estimated cost of repairs as the damage may only be found when wall linings etc. Are removed. Normally if a termite treatment has been carried out then a durable notice should be located in the meter box indicating the type of termite shield system, treated zone or combination has been installed.

3.4 Durable Notice

Was a Treatment Notice Found

No, a durable notice was not found during the inspection.



Please Note

This firm can give no assurances with regard to work that may have been previously performed by other firms. You should obtain copies of all paperwork and make your own inquiries as to the quality of the treatment, when it was carried out and warranty information. In most cases you should arrange for a treatment in accord with Australian Standard 3660 be carried out to reduce the risk of further attack.

3.5 Timber Fungal Decay - Rot

Evidence of Wood Decay Fungi -Rot

No

Extent of Damage Caused by Rot

If any evidence of fungal decay or damage is reported you should consult a building expert determine the full extent of damage and the estimated cost of repairs or timber replacement (see terms & limitations).

Does the damage present a Major Safety Hazard

Important Note: Where a Major Safety Hazard is identified above, it must be attended to and/or rectified to avoid the possibility of personal injury & or death. We claim no expertise in building and if any evidence of fungal decay or damage is reported you should consult a building expert to determine the full extent of damage and the estimated cost of repairs or timber replacement.

3.6 Chemical Delignification

Was there any visible evidence of chemical delignification?

No evidence of chemical delignification was seen at the time of inspection.

3.7 Borer Findings

Borer Information

Borer information: Lyctus brunneus (powder post beetle) is not considered a significant pest of timber. Damage is confined to the sapwood so treatment or timber replacement is not usually required. However you should have a building expert investigate if any timber replacement is required. Anobium punctatum (furniture beetle) and calymmaderus incisus (Queensland pine beetle) must always be considered active unless proof of treatment is provided because one cannot determine conclusively if activity has ceased. Total timber replacement of all susceptible timbers is recommended. An alternate choice is treatment however, the evidence and damage will remain and the treatment may need to be carried out each year for up to three years.

Was Visible Evidence of Borer Damage Found

No evidence of borer damage was found at the time of inspection.

Please Note

If any evidence or damage has been reported then you must have a building expert determine the full extent of damage and the estimated cost of repairs or timber replacement (see terms & limitations). Borer activity is usually determined by the presence of exit holes and/or frass. Since a delay exists between the time of initial infestation and the appearance of these signs, it is possible that some borer activity may exist that is not discernible at the time of inspection.

3.8 Borer Recommendations

Borer Recommendations

No treatment recommended at this stage.

Note: Only lyctus borer/powder post borer, pin-hole borer and furniture beetle presence is inspected.

CONDUCIVE CONDITIONS

4. Conducive Conditions to Timber Pests

Water leaks

There was water leakage detected during the inspection from some gutter joins. Consult a roof plumber for a scope of works and cost of repairs for the issue prior to contracts becoming binding.

There was water leakage detected during the inspection from the hot water overflow. This should be diverted away from the dwellings walls or into a drain.

Please Note

Water leaks, especially in or into the sub-floor or against the external walls ie: Leaking taps, water tanks or downpipes and or guttering, increases the likelihood of termite attack. Leaking showers or leaks from other wet areas also increase the likelihood of concealed termite attack. These conditions are also conducive to borer activity and wood decay. If any leaks were reported then you must have a qualified plumber or other building expert to determine the full extent of damage and the estimated cost of repairs prior to the contract of sale becoming binding.

4.1 Hot Water Unit Overflow

Please Note

Hot water services and air conditioning units which release water alongside or near to building walls need to be connected to a drain (if this is not possible then their water outlet needs to be piped several meters away from the building) as the resulting wet area is highly conducive to termites.

Water tanks should not leak and the overflow should be adequately connected to storm water. A plumber should be engaged if the water tank overflow is not connected to storm water.

Was the overflow sufficiently drained

No. Divert hot water overflow away from the building perimeter.

Was the Air Conditioner Sufficiently Drained

No - Divert A/C overflow away from the building perimeter.

4.2 Moisture Readings

Was there any Excessive Moisture Readings

At the time of the inspection, our electronic moisture meter readings were normal.

Please Note

High moisture readings can be caused by any one of the following: Poor ventilation, ineffective drainage, leaking pipes, leaking roofs, defective flashing or by concealed termite activity. The areas of high moisture should be investigated by way of an invasive inspection. If high moisture was reported then you must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs prior to contracts becoming binding.

Equipment Of Moisture detection used

Tramex Encounter Moisture Meter

If high moisture was reported then you must have a building expert investigate the moisture and its cause and determine the full extent of damage and the estimated cost of repairs prior to contracts becoming binding.

4.3 Sub Floor Ventilation

Sub-floor Ventilation is Generally

The ventilation to the sub-floor is generally considered adequate.

4.4 Slab Edge Exposure

Is the Slab Edge adequately Exposed

Not applicable to this type of construction.

4.5 Weep Holes and Sub Floor Vents

Were the vents clear

Yes the vents were clear of debris at the time of inspection.

5. Ant Capping and Termite Shields

The Termite Shields Appear To Be

The termite shields (ant caps) are inadequate. Consult an appropriate trade for a scope of works and cost of repairs for the issue prior to contracts becoming binding.

Please Note

Termite shields (Ant Caps) should be in good order and condition so termite workings are exposed and visible. This helps stop termites gaining undetected entry. Missing, damaged or poor shields increase the risk of termite infestation. If considered inadequate a builder or other building expert should be consulted for further advice and recommendation.

6. Areas Found Conducive To Termite Infestation

Conducive Areas Requiring Amendments

Air conditioner overflow requires diverting to drain. This provides conducive conditions for termite infestation.

No access under decking. A full inspection must be carried out of the decking framing for any potential termite damage and/or infestation.

The fence is in contact with soil in areas. This is conducive to decay and termite attack.

Timber fungal decay located around the home provides conducive conditions for termite infestation.

Gutter joins leaking. This causes moisture and excess moisture is conducive to termite infestation.

Hot water unit overflow not connected to drain. This provides conducive conditions for termite infestation.

There is mulch and garden beds located close to the house throughout the site. These garden beds are regularly watered and provide conducive conditions for termites to nest. These garden beds should be removed or relocated further away from the house.

Timber in contact with ground. This provides conducive and concealed conditions and concealed entry for termite infestation.

There are timber sleepers in the garden. Termites love nesting below timber sleepers as it provides a good food source while also providing protection for the nest. It is recommended that all timber sleepers be removed or replaced with a non-susceptible product as they are conducive conditions for termites.

Tree/leafy environment: This property is located in a suburb which is high risk due to the environmental surrounds. It is close to large trees and parkland. A termite management plan/treatment is strongly advised.



7. Environmental Conditions

Are Trees Close to Home

Trees are in close proximity to the dwelling and within the termite foraging area. These are a favorable influence for termite infestation. Regular inspections recommended.

8. Thermal Imaging Results

Observation

An infrared thermal imager was utilised during the inspection. No thermal anomolies were detected during this inspection, however various factors must be taken into effect which may hamper or impede the reading obtainable by the imager. These factors include obstructions, ambient temperature, wall material and thickness etc. If any surface is restricted visually or otherwise, a proper thermal reading is not possible and is not within the scope of this inspection. Any findings or otherwise is reported on at the time of the inspection only.

OVERALL ASSESSMENT

9. Overall Assessment of Property

Please Note

Where or if there has been evidence of live termites or termite damage or termite workings (mudding) found in the building(s) then the risk of a further attack is extremely high. Where evidence of live termites or termite damage or termite workings was found in the grounds but not in the buildings then the risk to buildings must be reported as high to extremely high.

Degree of Risk of Termite Infestation is

The overall degree of risk of timber pest infestation to this property appears to be moderate to high.

The overall degree of risk of timber pest infestation is a subjective assessment by the inspector at the time of the inspection taking into account many factors which include but are in no way limited to location and proximity to bush land and trees, the presence of evidence of timber pest damage or activity close to the inspected structure or within the inspected structure, conducive conditions that raise the potential of timber pest attack such as timbers in contact with soil, inaccessible areas, slab on ground construction etc, or other factors that in the inspectors opinion, raise the risk of future timber pest attack. It should be noted that even if a risk factor is high, this is not meant to deter a purchaser from purchasing the property, it is just to make them aware that increased vigilance is warranted and any recommendations regarding reducing conducive conditions or frequency of inspections should be headed by any property owner. Often, by reducing or eliminating some of the conducive conditions, the risk factor may be lowered.

10. Subterranean Termite Treatment Recommendation

Treatment Recommendation

A management program in accord with AS 3660 to protect against subterranean termites is considered to be strongly recommended.

11. Future Inspections

Future Inspections

Future inspections: As 3660 Recommends that inspections be carried out at intervals no greater than 12 months and where timber pest "pressure" is greater, this interval should be shortened. Inspections will not stop timber pest infestations; however, the damage which may be caused will be reduced when the infestation is found at an early stage. Due to the degree of risk of subterranean termite infestation noted above and all other findings of this report, we strongly recommend that a full inspection and written report in accord with as 4349.3 or as 3660 be conducted with in the time frame proposed below.

Recommended Inspection Intervals

6 Months.

12. General Remarks

Terms And Conditions

IMPORTANT INFORMATION

In relying upon this report you should read and understand the following important information. It will help explain what is involved in a timber pest inspection, the difficulties faced by a timber pest inspector and why it is not possible to guarantee that a property is free of timber pests. It also details important information about what you can do to help protect your property from timber pest attack. This information forms an integral part of the report.

1.0 DEFINITIONS: For the purpose of this inspection, the definitions below apply.

1.1 Active - The presence of live timber pests at the time of inspection.

1.2 Inactive - The absence of live timber pests at the time of inspection.

Note: Where visual evidence of inactive termite workings and/or damage is located, it is possible that termites are still active in the immediate vicinity and the termites may continue to cause further damage. It is not possible, without the benefit of further investigation and inspections over a period of time, to ascertain whether any infestation is active or inactive. Continued, regular inspections are essential.

1.3 Minor - Damage that is superficial and does not appear to require any timber replacement or repairs to be carried out.

1.4 Moderate - Damage that is more than surface damage and it is likely to necessitate timber repairs with possible replacement (if more economical or for aesthetic reasons) to be carried out.

1.5 Severe - Damage that appears to be significant and the integrity or serviceability of timbers may be impaired. Usually timbers will have to be repaired and/or replaced.

1.6 Timber Damage - It is essential that any timber damage noted in the report be referred to a suitably qualified building professional and obtain a special purpose building report relating to the extent of the timber damage. The full extent of damage may only be revealed by invasive inspection methods including probing and the removal of lining materials. This type of invasive inspection has not been carried out and you should understand that the extent and/or severity of timber damage may be found to increase significantly on such an invasive inspection. The references contained within this report that may refer to the extent of timber damage have only been included to assist in determining treatment specifications and not to quantify the damage and must not be relied upon to determine the costs of repair or replacement.

2.0 REASONABLE ACCESS: Only areas where reasonable access was available were inspected. The Australian Standard AS3660 refers to AS4349.3-2010 which defines reasonable access. Access will not be available where there are safety concerns, or obstructions, or the space available is less than the following:

ROOF SPACE - the dimensions of the access hole must be at least 500mm x 400mm, and, reachable by a 3.6M ladder, and, there is at least 600mm x 600mm of space to crawl.

SUBFLOOR - the dimensions of the access hole must be at least 500mm x 400mm and, there is at least 400mm of space to crawl beneath the lowest part of any bearer and at least 500mm below any concrete member.

ROOF EXTERIOR - must be accessible by a 3.6M ladder placed safely on the ground.

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.

3.0 A MORE INVASIVE AND PHYSICAL INSPECTION IS AVAILABLE AND RECOMMENDED: This inspection was a visual inspection only. As detailed above, there are many limitations to this visual inspection. With the written permission of the owner of the premises we will perform a more invasive physical inspection that involves moving or lifting of insulation, moving stored items, furniture or foliage during the inspection. We will physically touch, tap, test and where necessary force/gouge suspected accessible timbers. We will gain access to areas, where physically possible and considered practical and necessary, by way of cutting traps and access holes. This style of report is available by ordering with several days notice. Inspection time for this report will be greater than for a visual inspection. It involves disruption in the case of an occupied property, and some permanent marking is likely. You must arrange for the written permission of the owner and must acknowledge all the above information and confirm that our firm will not be held liable for any damage caused to the property. Price available on request.

4.0 CONCRETE SLAB HOMES (Part or full slab) Homes constructed on concrete slabs pose special problems with respect to detecting termite attack. If the edge of the slab is concealed by garden beds, lawns, paths, pavers or any other obstructions then it is possible for termites to effect concealed entry into the property. They can then cause extensive damage to concealed framing timbers before being detected. Even the most experienced inspector may be unable to detect their presence due to concealment by wall linings or other obstructions. Only when the termites attack timbers in the roof void, which may be concealed by insulation, or some other visible timbers, can their presence be detected. Where termite damage is located in the roof it should be expected that concealed framing timbers (if present) may be extensively damaged. With a concrete slab home (part or full) it is imperative that you expose the edge of the slab. This may involve the excavation of soil or the complete removal of garden beds, paths, pavers or other features which concealed the slab edge. It is recommended that at least 75 millimetres of the slab edge above ground level remain exposed at all times to facilitate the detection of termite entry. Weep holes must also be kept free of obstructions at all times.

5.0 EVIDENCE OF TERMITE DAMAGE: Where evidence of termite damage was noted in any structure or on the grounds of the property, you must understand that termite damage or activity may exist in concealed areas. Termites are secretive by nature and they will often temporarily desert their workings to later return. As damage or activity may exist in concealed or inaccessible areas, a further INVASIVE INSPECTION is strongly recommended, see Section 3.0 - Further Invasive Inspections. Additionally, regular inspections are strongly recommended at intervals not exceeding 12 monthly and more frequently if recommended.

6.0 SUBTERRANEAN TERMITES: No Property is safe from termites! Termites are the cause of the greatest economic losses of timber in service in Australia. Independent data compiled by State Forests shows 1 in every 4 homes are attacked by termites at some stage in their life. Australia's subterranean termite species are the most destructive timber pests in the world.

How termites attack your home! The most destructive species live in large underground nests containing several hundred thousand timber-destroying insects. The problem arises when a nest matures near your home. Your home provides natural shelter and a food source for the termites. The gallery system of a single termite colony may exploit food sources over as much as one hectare, with individual galleries extending up to 50 metres or more to enter your home. Concrete slabs do not act as a barrier as termites can penetrate cracks through the slab or over the slab edge and once in contact with the timber they can excavate it often leaving only a thin veneer on the outside. If left undiscovered the economic species can cause many thousands of dollars damage and can be costly to treat.

7.0 BORERS OF DRY SEASONED TIMBERS: Borers are the larval stage of various species of beetle. The adult beetles lay their eggs within the timber. The eggs hatch out into larvae that bore through the timber. The larvae may reside totally concealed within the timber for a period of several years before passing into a dormant pupal stage. Within the pupal case they metamorphose (change) into the adult beetle that cuts a hole in the outer surface of the timber to emerge, mate and lay further eggs to continue the cycle. It is only through the presence of these emergence holes that their presence can be detected. Refer to this report (if applicable) for further information.

Anobium punctatum borer (furniture beetle). Commonly attack softwood flooring timbers, shelving timbers and timber panelling. They have the potential to cause severe timber damage if left untreated for many years. Attack by this beetle is usually observed in timbers that have been in service for 10 to 20 years or more.

Lyctus brunneus borer (powder post beetle). These borers only attack the sapwood of certain susceptible species of hardwood timber. Since it is a requirement that the structural timbers contain no more than 25% Lyctus susceptible sapwood, these borers are not normally associated with structural damage. Replacement of affected timbers is not recommended and treatment is not approved or required.

Queensland Pine Beetle borer. These borers commonly attack flooring and wall timbers. It is not possible to determine with absolute certainty whether activity exists without destruction of the timbers. We therefore recommend that it would be prudent to assume that current borer activity is present unless written evidence is available to indicate that the property has been recently treated in respect to this borer. Replacement of affected timbers is always preferred as a long term solution since, in the event of selling the property in the future it is probable that an Inspector will report the borers as active (see above). A chemical treatment to control re-infestation may be considered a less effective and lower cost option. This treatment is applied to the underside of all soft pine flooring timbers and to other affected timbers as required.

Non-Commercial borers Are those borers that attack dead trees, logs and tree stumps. These borers are generally not considered to be a threat to timber in service (timber used in the buildings). No treatment is necessary for this species.

8.0 FUNGAL DECAY (WOOD ROT) Fungal decay is more commonly known as wood rot. Many problems with timber pests are related to excessive moisture because Termites and wood rot both require heat and moisture to survive. Small sections of minor decay can often be removed and the resulting hole filled with "Builders filler".

Areas of moderate decay will require sections of timber to be replaced. Where there is severe fungal decay the entire affected timber member should be replaced, preferably with treated hardwood.

Oregon timber is highly susceptible to Fungal Decay and should be kept well painted. Oregon was once used extensively to construct pergolas and carports and the like. The use of Oregon in external applications is generally considered to be unsuitable.

9.0 MOULD: Mildew and non-wood decay fungi is commonly known as Mould and is not considered to be a timber pest. However, Mould and their spores may cause health and allergic reactions such as asthma and dermatitis in some people. No inspection for Mould was carried out at the property and no report on the presence or absence of Mould is provided.

If Mould is noted as present within the property and you are concerned as to the possible health risk resulting from its presence then you should seek advice from your Local Council, State or Commonwealth Health Department or a qualified expert such as an Industry Hygienist.

10.0 COMPLAINTS PROCEDURE: In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, You must notify Us as soon as possible of the dispute or claim by email, fax or mail. You must allow Us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty eight (28) days of your notification to Us) and give Us full access in order that We may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection.

If You are not satisfied with our response You must within twenty one (21) days of Your receipt of Our written response refer the matter to a Mediator nominated by Us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement.

In the event You do not comply with the above Complaints Procedure and commence litigation against Us then You agree to fully indemnify Us against any awards, costs, legal fees and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

CONTACT THE INSPECTOR: Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults, timber pest activity and damage or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should immediately contact the inspector and have the matter explained to you. If you have any questions at all or require clarification then contact the inspector prior to acting on this report.

Closing Note

* Advanced Diploma in Building Surveying

* CPPUPM3008 - Termite/timber pest inspection

* CPPUPM3010 - Termite / control of timber pests

* 0005749931 01 - OHS - prepare to work safely in the construction industry

The Inspection and Report was carried out by: Gurpreet Singh
State License Number: IN L-100053
Contact the Inspector on: 0403748796
For and on Behalf of: Ace Building and Pest Inspection

SGP CONSULTING ENGINEERS PTY LTD

PRELIMINARY STRUCTURAL REPORT ON EXISTING DWELLING AT 54 FIR STREET, WHITTLESEA

Claim No.:	RAV245636070
Our Reference:	24-7116
This Report No.:	24-7116/REPORT 1
Date:	26 April, 2024
Report Commissioned By:	ENData

To whom it may concern,

On Monday, 22 April 2024, Lachlan Pittaway, Structural Engineer of SGP Consulting Engineers Pty Ltd ('SGPCE') and author of this report inspected the residence/site at 54 Fir Street, Whittlesea.

The nonintrusive inspection involved internal and external observations of the structure. Michael Doulis (Insured) was present during the inspection. Photographic records, in addition to those included in this report, are available from our office.

The inspection and this report are based on *AS 4349.0 – 2007, Inspection of buildings Part 0: General requirements*. Any observed wall and floor damage is categorised per Appendix C of *AS 2870-2011 Residential slabs and footings* ('the Standard'). Copies of these Australian Standards are available in our office for review.

Engineers Project Brief

SGPCE was engaged to attend the Insured's property, inspect the building, determine the cause/extent of damage, and provide a report and a scope of work ('SOW') to remediate claim-related damage.

1.0 Background

SGPCE reviewed the Assessment Report prepared by JP Flynn Builders ('JP Flynn') following their 22 March 2024 inspection.

The Insured advised that:

- A water main burst a short distance away from the residence just before Christmas 2023,
- Water reached and impacted the Insured and neighbouring properties,
- The dwelling was built circa 2002 and the Insured has lived in it since 2016,

- Some loosened bottom-row tiles in the shower cubicle (not part of the present claim) are temporarily covered to prevent water penetration.

2.0 SGPCE Inspection Notes

2.1 Environment Observations

The property situated approximately 320 m west of Bruces Creek and 520 m west of Plenty River, is geologically positioned within an Alluvium area (Qa1), described as gravel, sand, silt (all significant): variably sorted and rounded; generally unconsolidated; includes deposits of low terraces; alluvial floodplain deposits. SGPCE believe this site would be regarded as underlying highly to very highly reactive Class H1 to H2 in accordance with the Standard although confirmation would require geotechnical testing. The classification indicates that the site may experience high to very high ground movement from moisture changes in the soil.

Medium-sized trees in the adjoining property are situated very close to the fence and NW corner of the residence.

2.2 Building Condition

SGPCE made the following observations during our focused internal inspection of the residence:

Construction

The single-storey brick veneer residence, around 20+ years old, is constructed on a strip footing with timber bearers and joists subfloor on concrete stumps. The attached garage is constructed on an infill slab at a slightly lower level. The roof is clad with Colorbond or equivalent.

Observations/Comments

Garage

- Multiple instances of stepped mortar or shear brick unit cracking inside and outside the garage. Some cracks appear aged, exhibiting smooth/rounded upper and lower crack edges, with debris, arachnids and other materials within the created gaps (longevity features), while other cracks appear more recent. Daylight is visible through some of the cracks,
- Separation down the articulation joint at the top LHS of the garage roller door,
- Separation and cracking (shear and stepped) down the corner junction between the garage and the dwelling,
- Cornice to masonry wall separation,
- Minor separation along mortar joint between the masonry pier(s) and the internal masonry wall,
- Separation of concrete slab and masonry wall,
- Separation and cracking of the skirting boards/panels along the wall adjoining the lounge room (the main dwelling is constructed slightly higher than the garage).

00002-00001-00004

External

- Efflorescence is present around most of the dwelling perimeter, along the lowest masonry course,
- Wet/damp area near the front steps. The presence of moss indicates that moisture in this area is common,
- Cracking and/or separation of the eaves lining and eaves trim in several locations, particularly near the garage roller door and the front porch,
- A 20+ mm separation/gap exposing the wall cavity, has developed between the laundry window and masonry. The separation is widest at the eaves and narrows towards the window sill,
- Eaves and trim have separated from the masonry wall and fascia at the back LHS/NW corner of the dwelling.
- Bowing/unevenness of rear timber deck outside dining, may be associated with exposure to the elements – decks are weathered and in need of painting/treating to provide some protection,
- Several medium to large surface depressions were noted beneath both rear decks,
- Movement (heaving or sinking) of the front concrete pavement of the driveway was noted, along with several instances of cracking. The presence of longevity features indicates cracks and deflections are not recent,

Subfloor

- Framing is situated relatively close to the ground. Consequently, access is restricted and the inspection was limited to viewing the subfloor from the access door,
- Ground/soil beneath the subfloor appeared damp, but not wet. Several surface cracks indicative of high reactivity of founding soils and the past presence of moisture/water beneath the house,
- The portion of the subfloor that could be observed appears in relatively good condition.

Internal

- The majority of damage is located along the western elevation, in the garage and the adjoining laundry,
- Laundry damage comprises:
  - Cornice/architraves separation from walls/ceiling,
  - Cabinetry separation,
  - Corner junction cracking,
  - Wall plaster cracking and flaking (within a cupboard),
  - Unsatisfactory cavity slider operation (sticks and opens on its own),
  - The rear door also sticks.
- Multiple instances of cornice and cabinetry separation/cracking cabinetry separation throughout the dwelling,
- Widespread instances of wall cracking throughout the dwelling, mostly along plasterboard joints and/or radiating from corners of doors or windows. The widest cracks are noted around the bulkhead between the kitchen and lounge. The vast majority of these cracks have reopened over obvious previous repairs, and
- The floor immediately in front of lounge door to the garage feels "bouncy" and hollow when stepped on.

The most relevant photos recorded during our inspection with further descriptions/comment are included in Appendix 1.

2.3 Floor Survey

SGPCE conducted level survey of the dwelling using a 'Nivcomp' levelling instrument. Zero datum was located just inside the front door. Pursuant to Table 4.1 of the Standard acceptable criteria for differential movement in masonry veneer construction is span /400 or 30mm. Considering that the presence or absence of floor coverings can affect surveyed levels and their interpretation, SGPCE measured the following more substantial floor level variances in areas/rooms with similar features:

- Laundry –
    - 12 mm from trough to the NE corner, over approximately 1.2 m (3 mm allowed under the Standard), and
    - 11mm from NE to SE corner, over approximately 2.4 m (6 mm permitted);
- Lounge –
    - 16 mm over a length of approximately 3.6 m between the west wall and the doorway to the dining (9 mm accepted),
    - 22 mm over a distance of approximately 2.3 m from the west wall to the approximate centre of the room (5.75 mm allowed), and
    - 19mm between west and east walls along the south wall, over approximately 2.0 m (5 mm permitted);
- Bedroom 2 – 13 mm between from NW to NE corners, over approximately 3.3 m (8.25 mm accepted).

The survey reveals a number of variations that are outside of permitted measurements, ranging from 1.5 to 4 times over. The floor levels confirm and coincide with the degree of damage noted through the dwelling.

It is our understanding that the property was restumped/relevelled less than 10 years ago. We are unaware of the levels achieved by the restumping works. We note that stumps movement is generally a process that occurs over a significant period of time (years rather than months).

At the time SGPCE took our levels we had no knowledge of the original floor levels, consequently our levels can only be considered as a reference to that point in time when the levels were obtained.

Please refer to our observed levels included in the floor plan at Appendix 2.

3.0 Conclusion and Recommendations

SGPCE's inspection of the Insured property revealed a 20+ year old building with timber subfloor, which exhibits some sign of movement damage.

Although we are unable to confirm the existence or the details of the burst water main incident, experience indicates that these events generally release a large amount of water over a relatively short period of time, relatively similar to a flash flooding event.

The damage observed on site is predominantly located along the western elevation, in the garage and laundry, which is the closest elevation to the claimed burst water main (near the intersection of Fir and Church Streets).

The internal damage observed predominantly consists in cracking and separation reopening over previously repaired areas while a portion of the external and garage damage appears aged, despite some more recent-looking cracks. We noted the presence of efflorescence along the lowest course of bricks around the entire perimeter of the dwelling and signs of surface cracking and the soils within the subfloor appeared damp.

Findings indicate the presence of long-term contributors to movement damage in this dwelling including:

- The highly reactive site on which the 20+-year-old building was constructed,
- Normal seasonal movement which elevates in proportion to site reactivity and accumulates over time. Considering the age of the building, it has had a 'notable' period of exposure,
- General wear and tear, expected in a house of this era,
- Abnormal moisture conditions which periodically occur as plumbing pipes/connections deteriorate in buildings,
- Abnormal moisture conditions created by the presence of medium to large trees in the immediate proximity of the dwelling. Note: structural damage on highly reactive sites worsens considerably in the presence of abnormal moisture conditions, and
- Past restumping/relevelling of the dwelling which are known within the building industry to create structural damage both during the works when the house is jacked and whilst the building resettles/stabilises.

Although we do not deny the legitimacy of the claimed water mains leak event, it is SGPCE's professional opinion that a one-time only, short-time event would have had minimal impact on the dwelling compared to the above-listed factors.

The dampness of the subfloor and the signs of efflorescence on the brickwork and on-going damage indicate the possibility of an on-going leak at the property. Consequently, we recommend that a plumber be engaged to carry on an exhaustive leak detection, including CCTV of all water networks (supply, waste and stormwater) and inspection of internal/external plumbing fixtures.

Finally, based on site conditions and the nature of the claimed event, we recommend that a drying out period be observed to allow the highly reactive site to further settle and stabilise. Provided that the leak detection report does not reveal any source of EOLs (or from the time all reported EOLs are remediated), SGPCE recommends a drying out period of 12 months, including a full summer (end of March – April 2025).

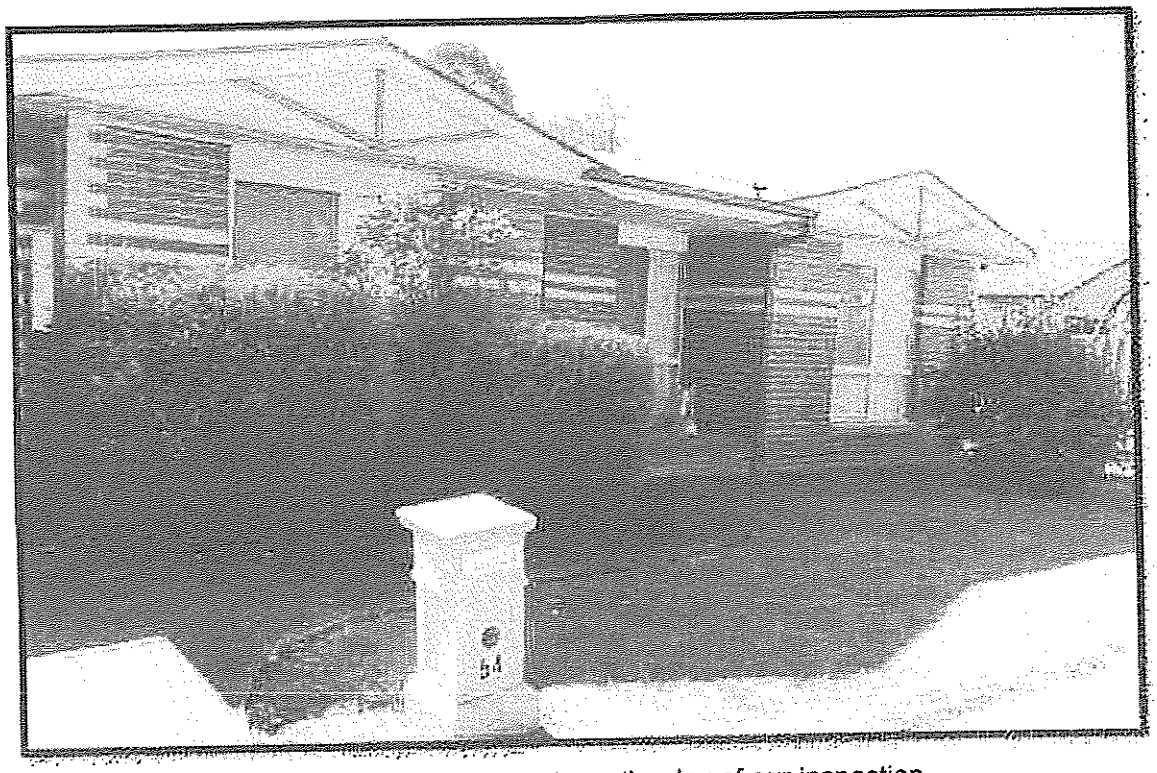
As repairs should be suspended until the end of the drying out period and damage may increase during that time, we have not prepared a SOW at this point in time. However, we expect that the final SOW will likely include some masonry repointing along with cosmetic patch and paint to the laundry, kitchen and part of the lounge room at least, pending policy wording.

If there are any queries regarding the content of this report, please contact the undersigned. Contact details are provided on our letterhead.

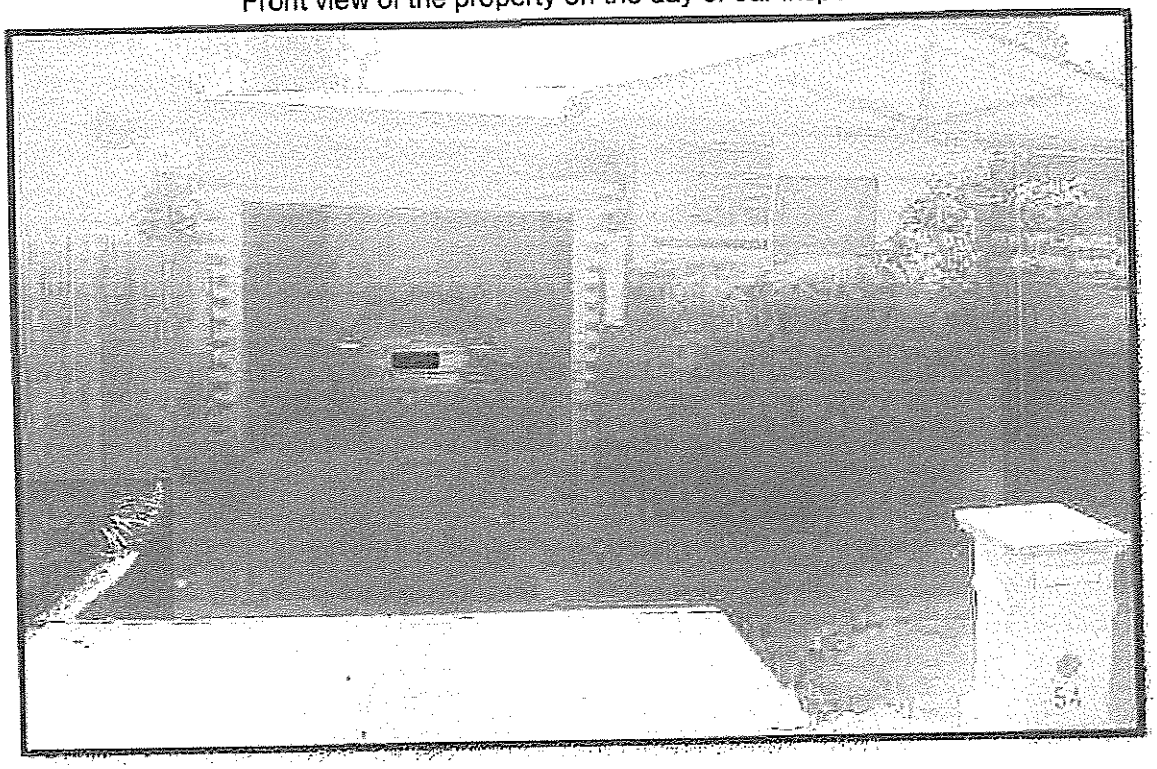
Kind Regards

Lachlan Pittaway
BE (Civil) Hons

APPENDIX 1

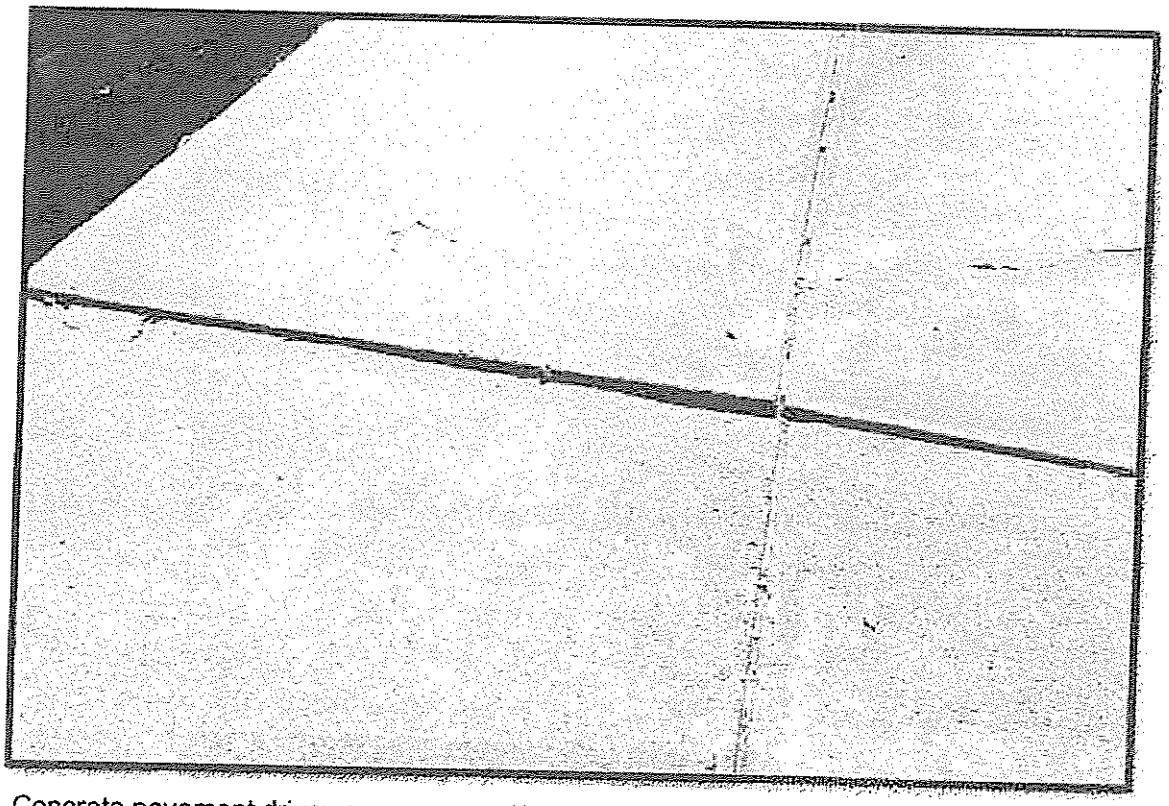


Front view of the property on the day of our inspection

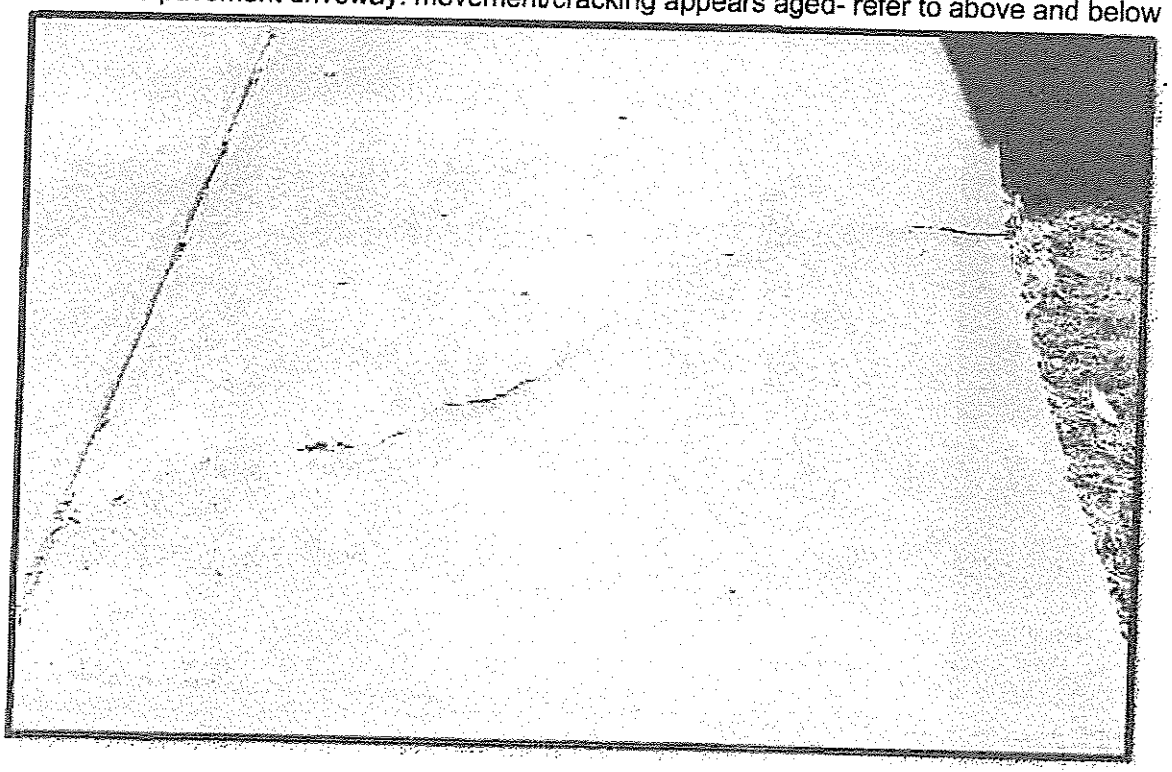


Front view of dwelling and garage

00002-00001-00010



Concrete pavement driveway: movement/cracking appears aged- refer to above and below

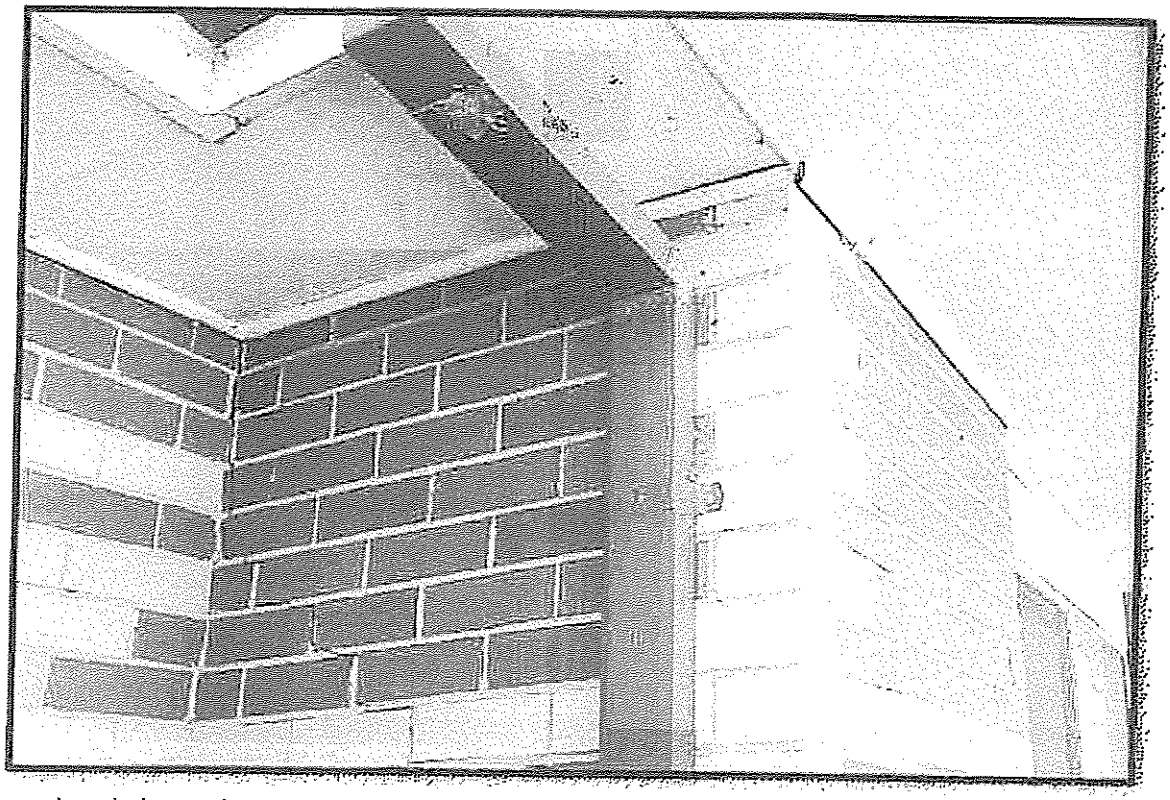




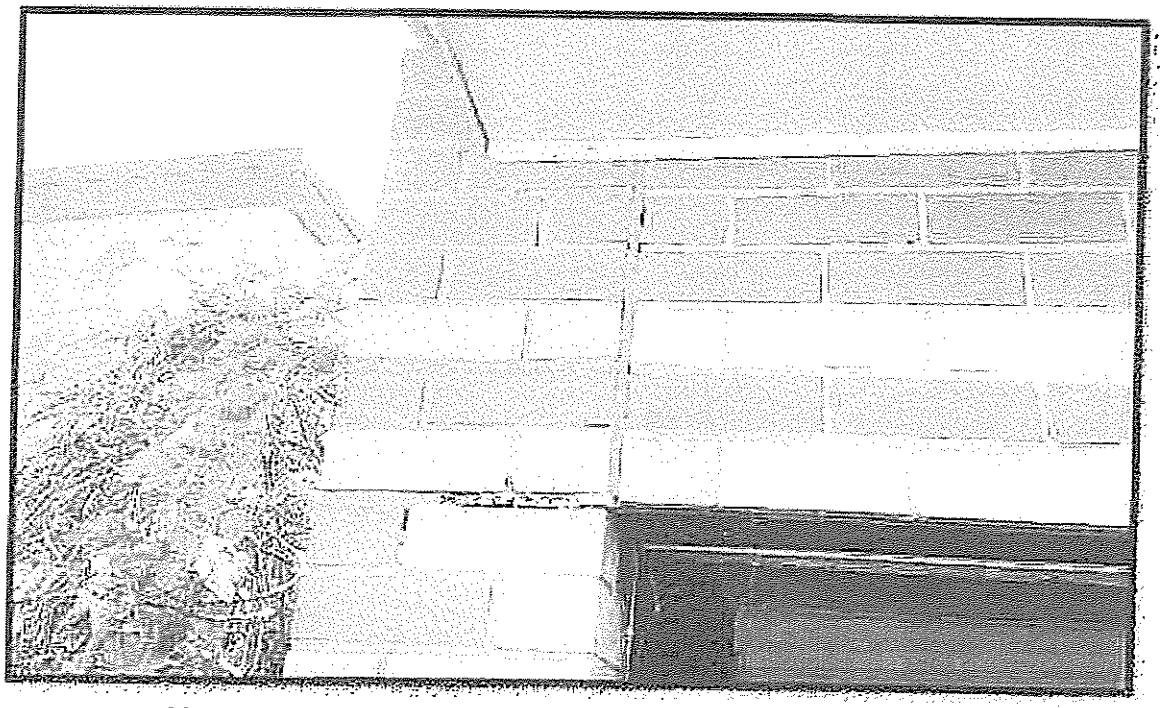
Aged concrete pavement cracking



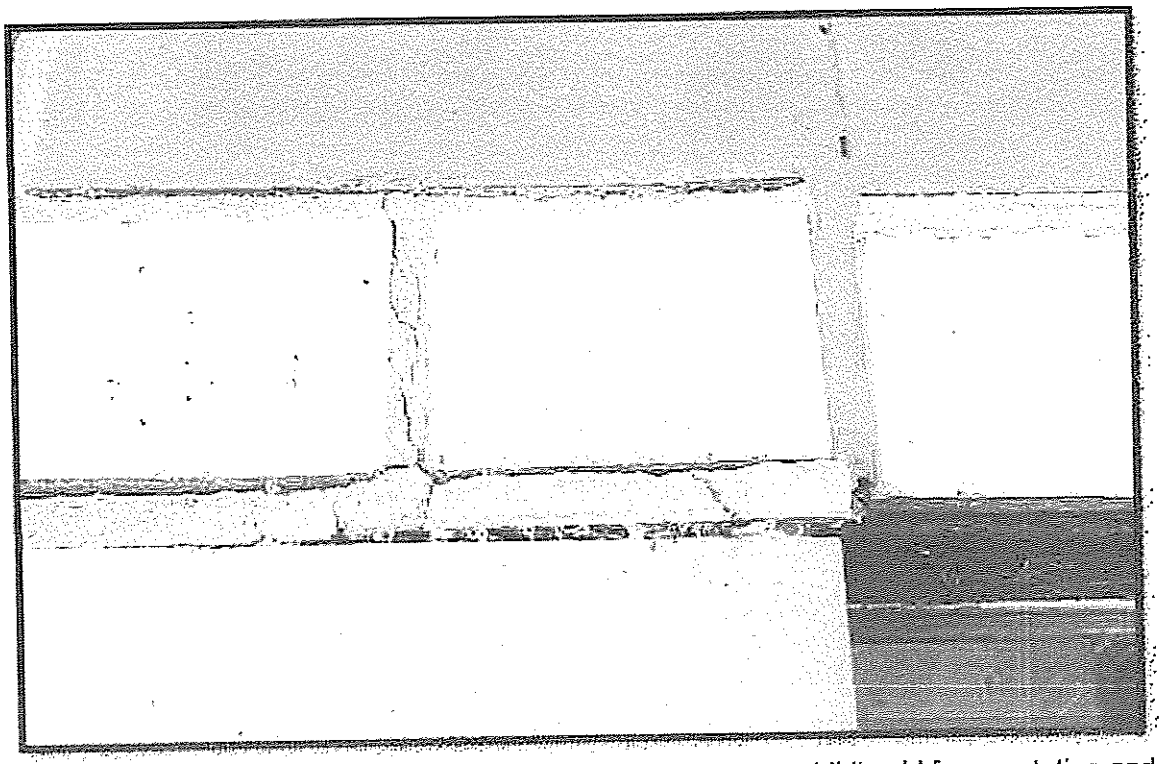
Subfloor: Soil appears damp although the framing/stumps are in good condition



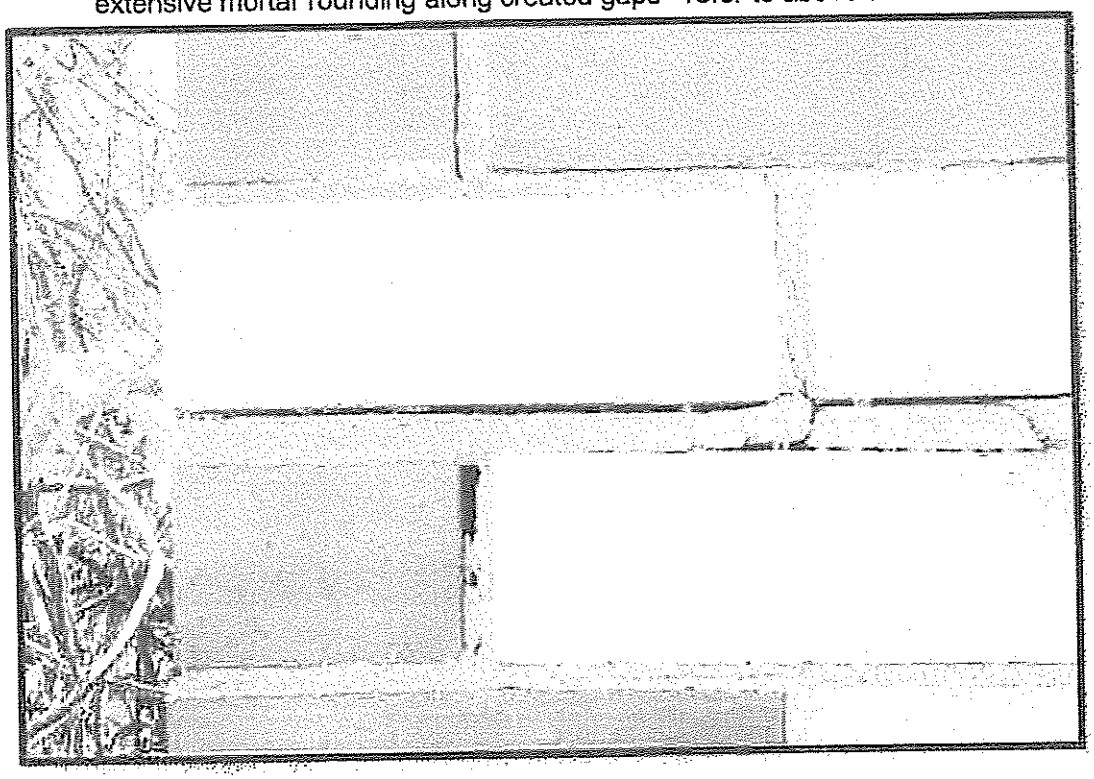
Stepped and sheared masonry cracking down the garage/dwelling corner junction and movement to the eaves and trim

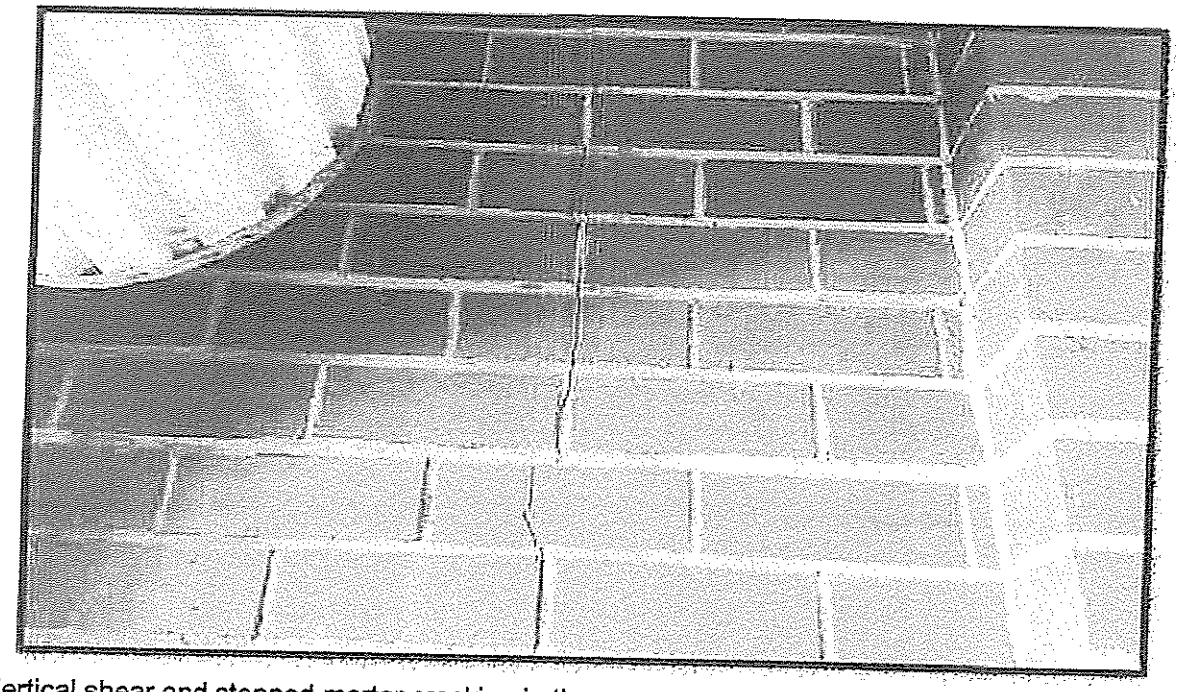


Masonry cracking and separation on LHS of the garage roller door



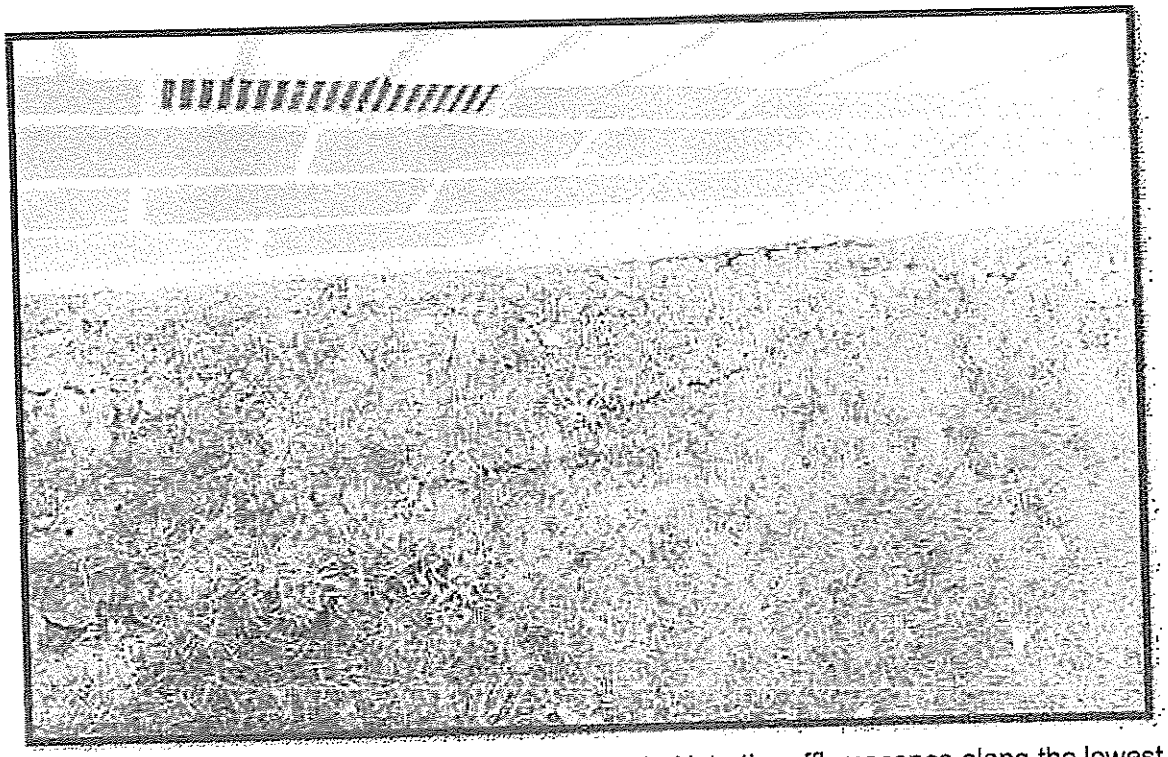
Garage: Long-existing mortar separation near the roller door, exhibits old fragmentation and extensive mortar rounding along created gaps - refer to above and below



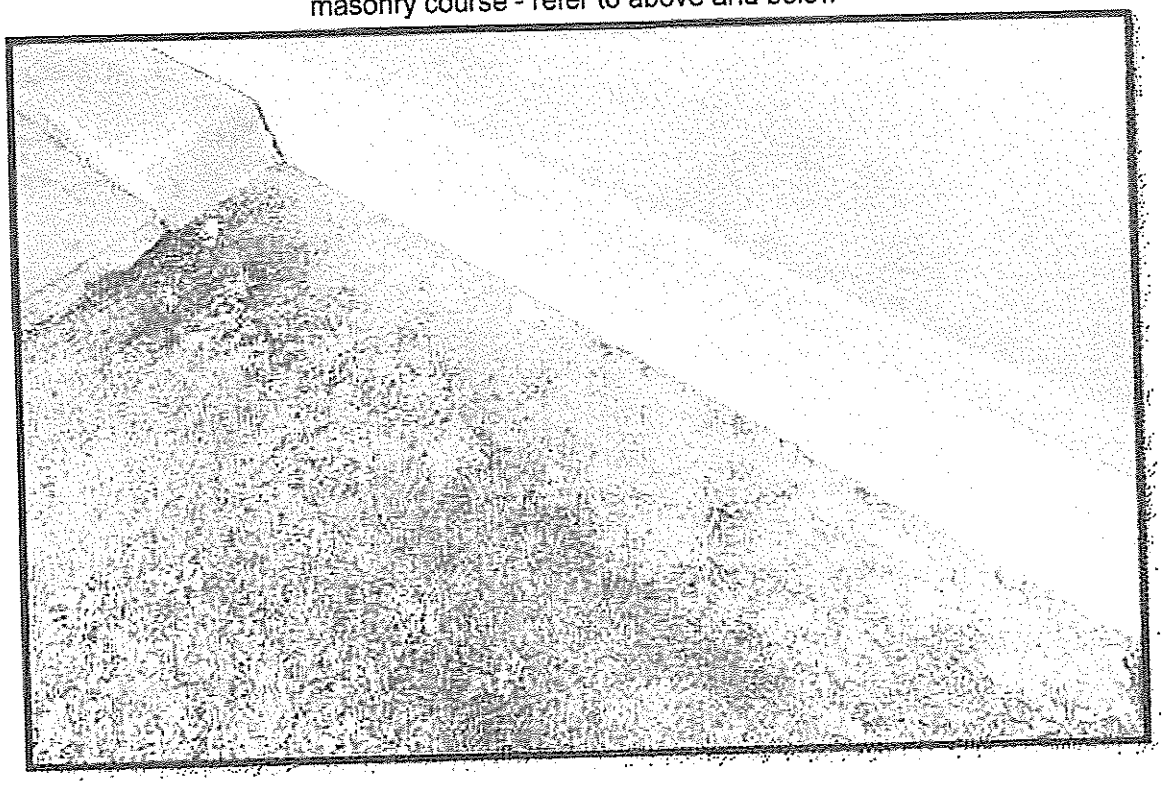


Vertical shear and stepped mortar cracking in the garage appear more recent - refer to above and below

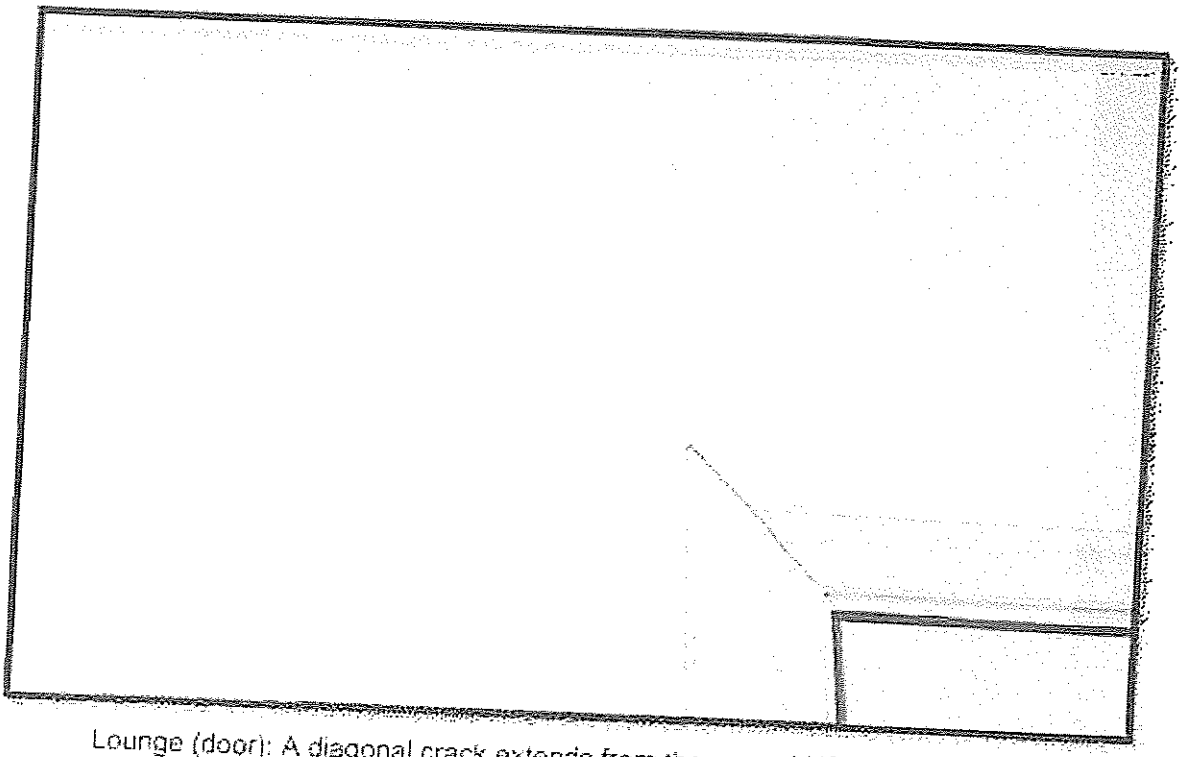




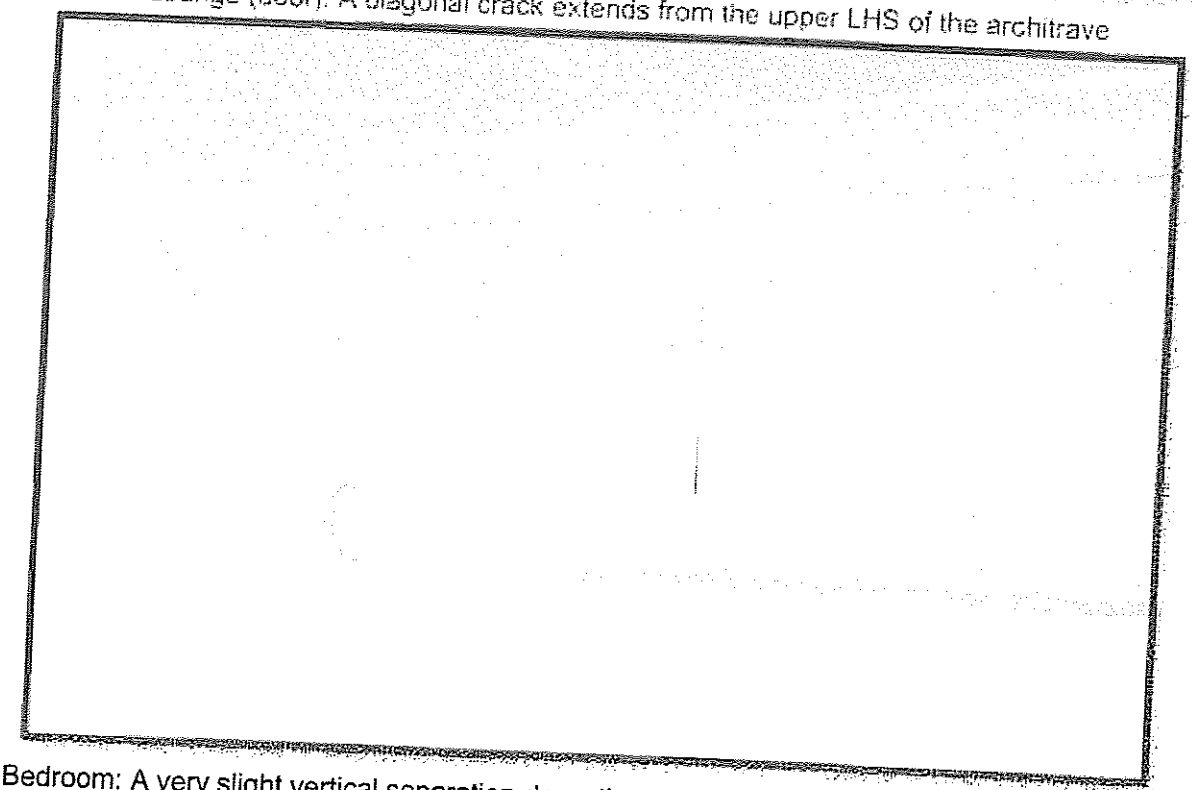
Moss and ground/soil cracking near the front porch. Note the efflorescence along the lowest masonry course - refer to above and below



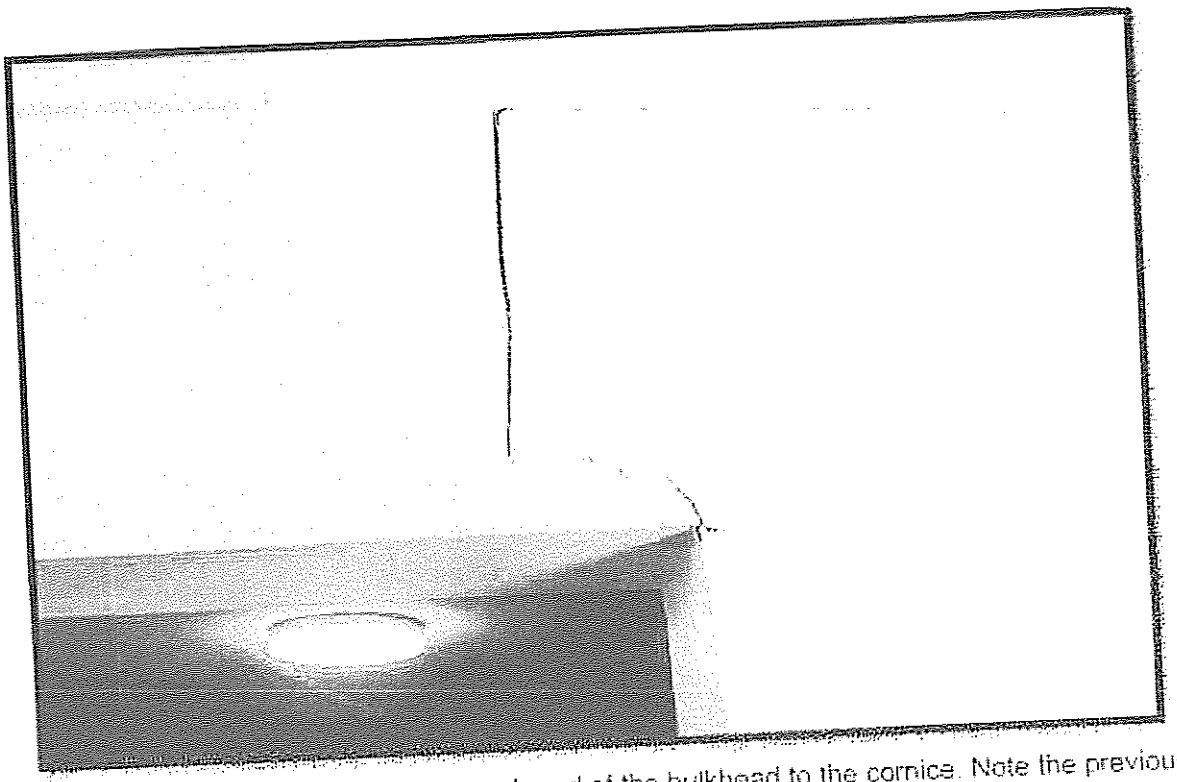
00002-00001-00016



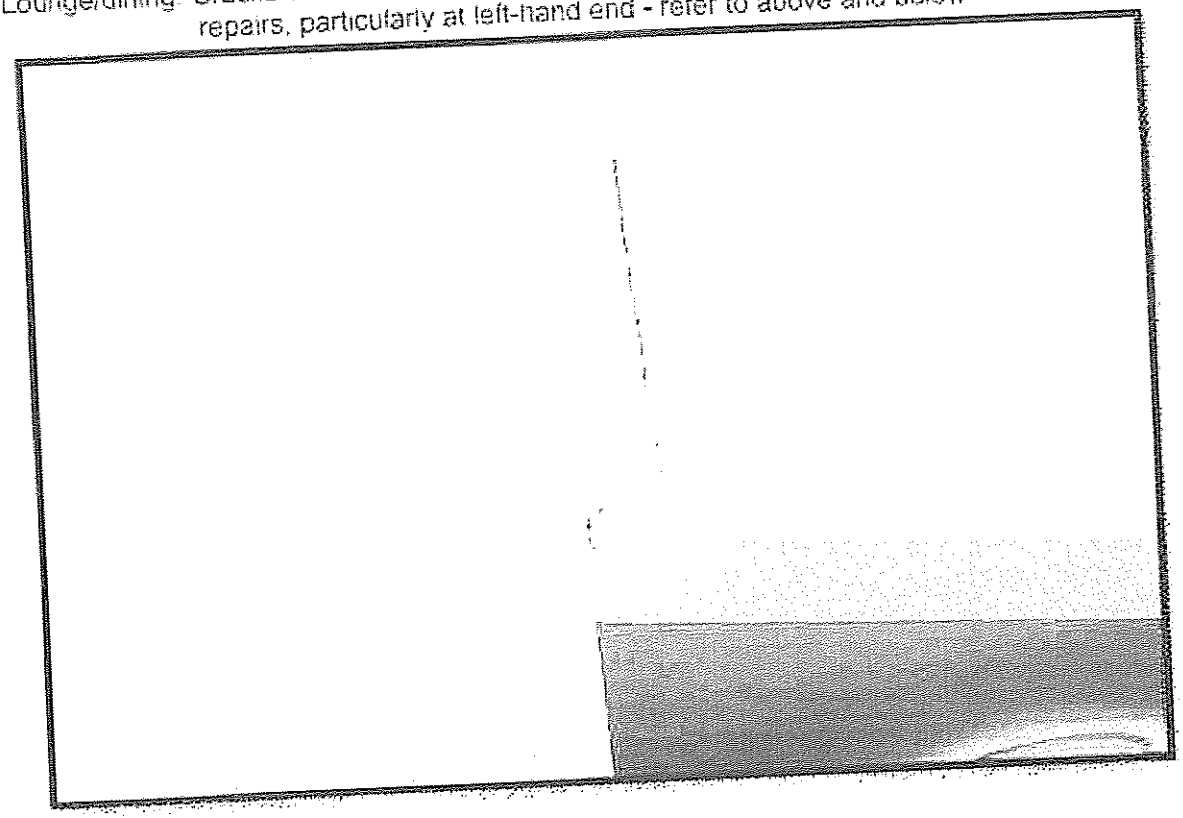
Lounge (door): A diagonal crack extends from the upper LHS of the architrave

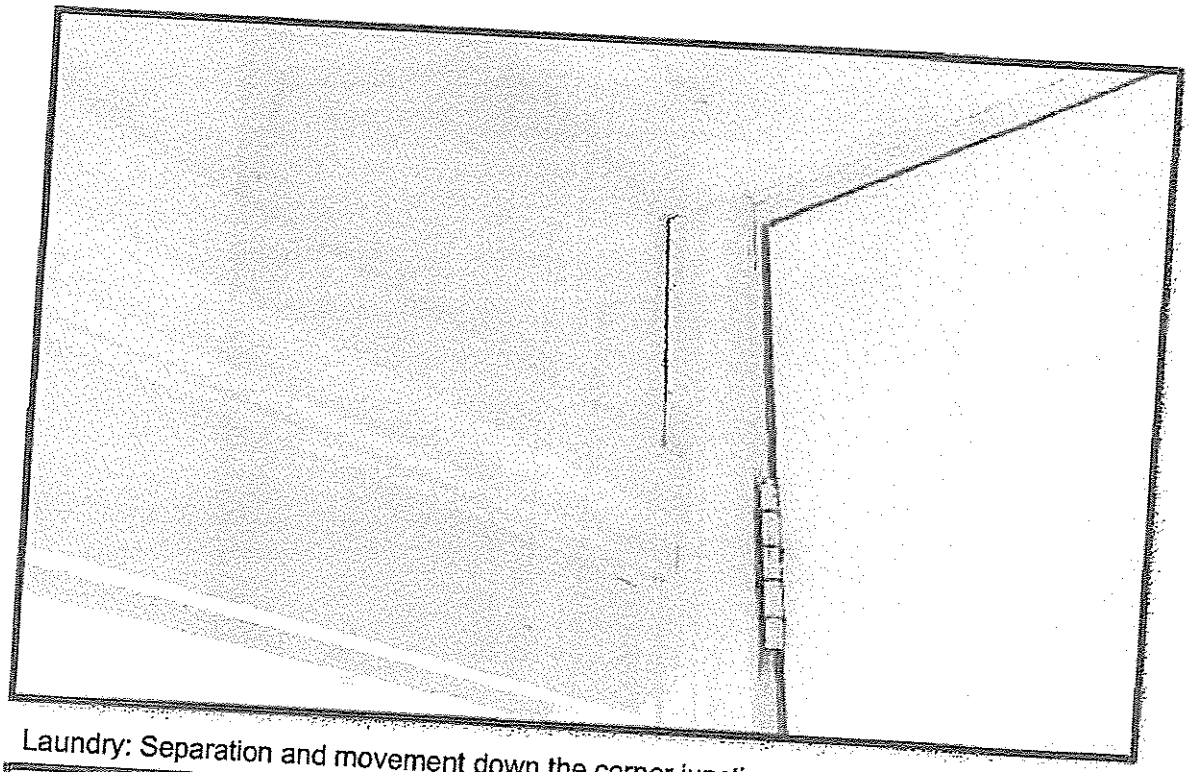


Bedroom: A very slight vertical separation down the wall plaster sheet between the window and cornice

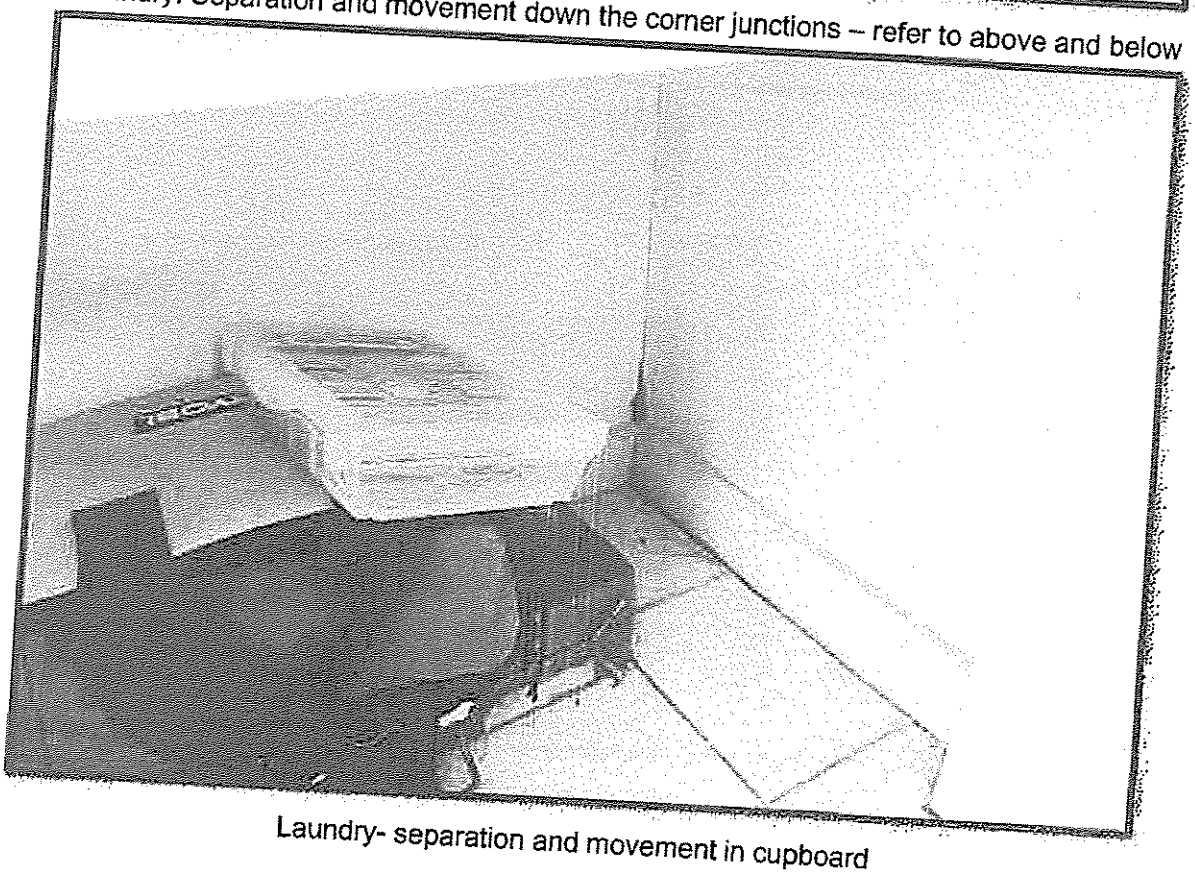


Lounge/dining: Cracks extend from each end of the bulkhead to the cornice. Note the previous repairs, particularly at left-hand end - refer to above and below

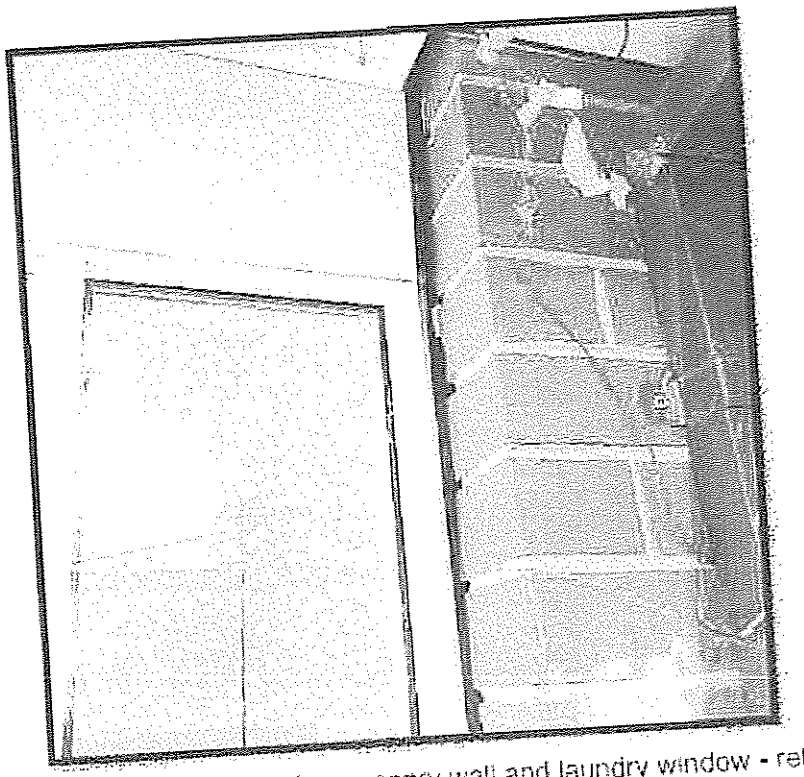




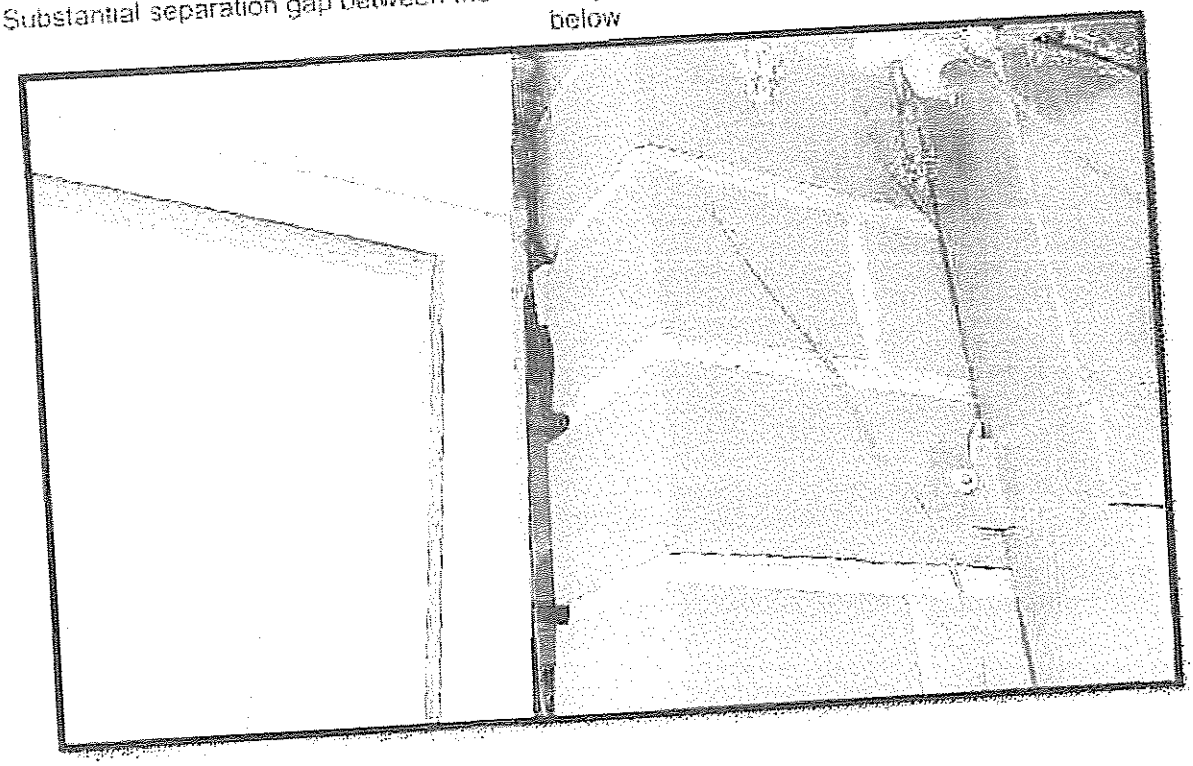
Laundry: Separation and movement down the corner junctions – refer to above and below



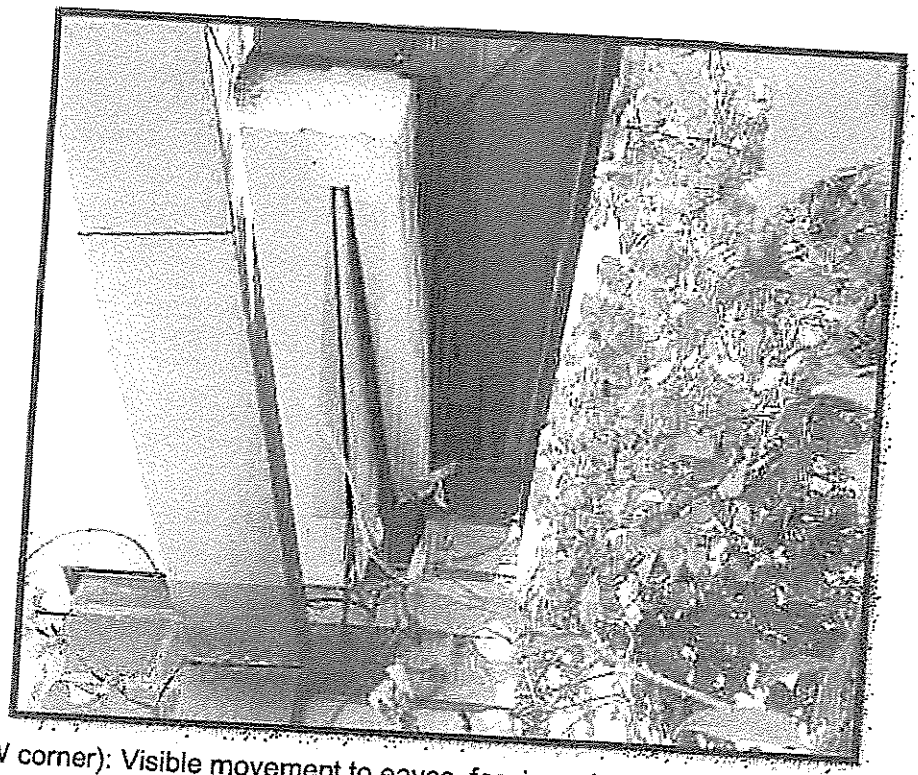
Laundry- separation and movement in cupboard



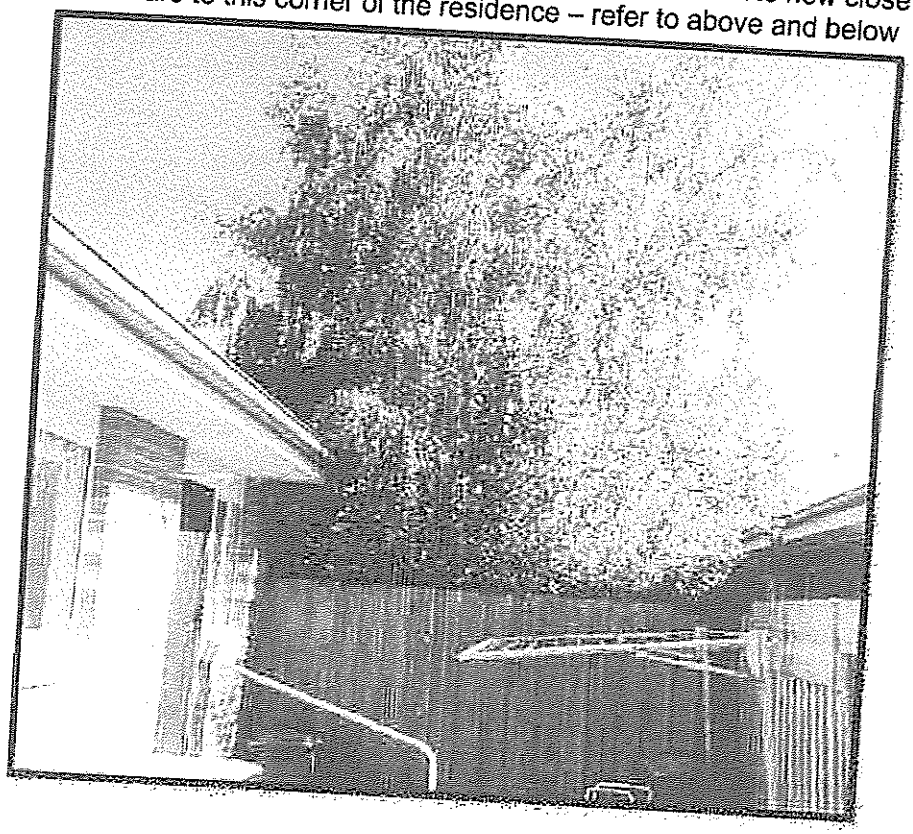
Substantial separation gap between the masonry wall and laundry window - refer to above and below

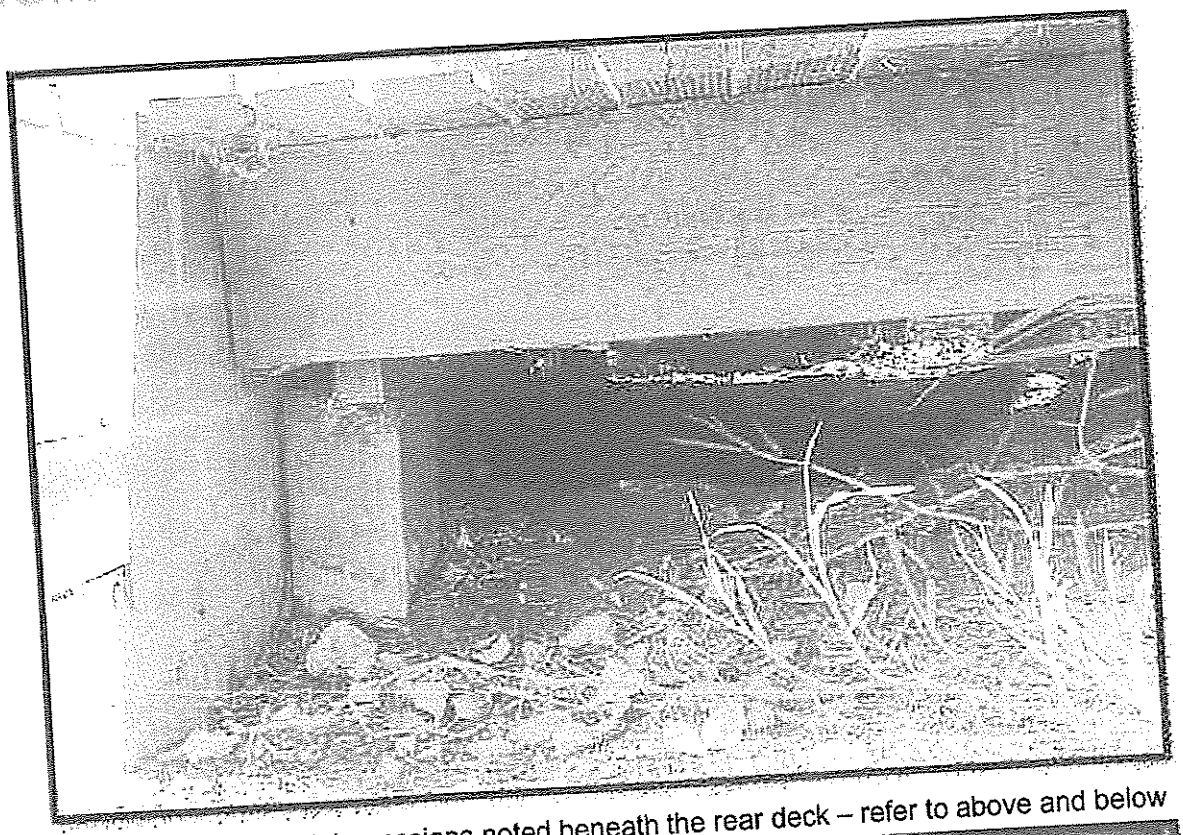


00002-00001-00020

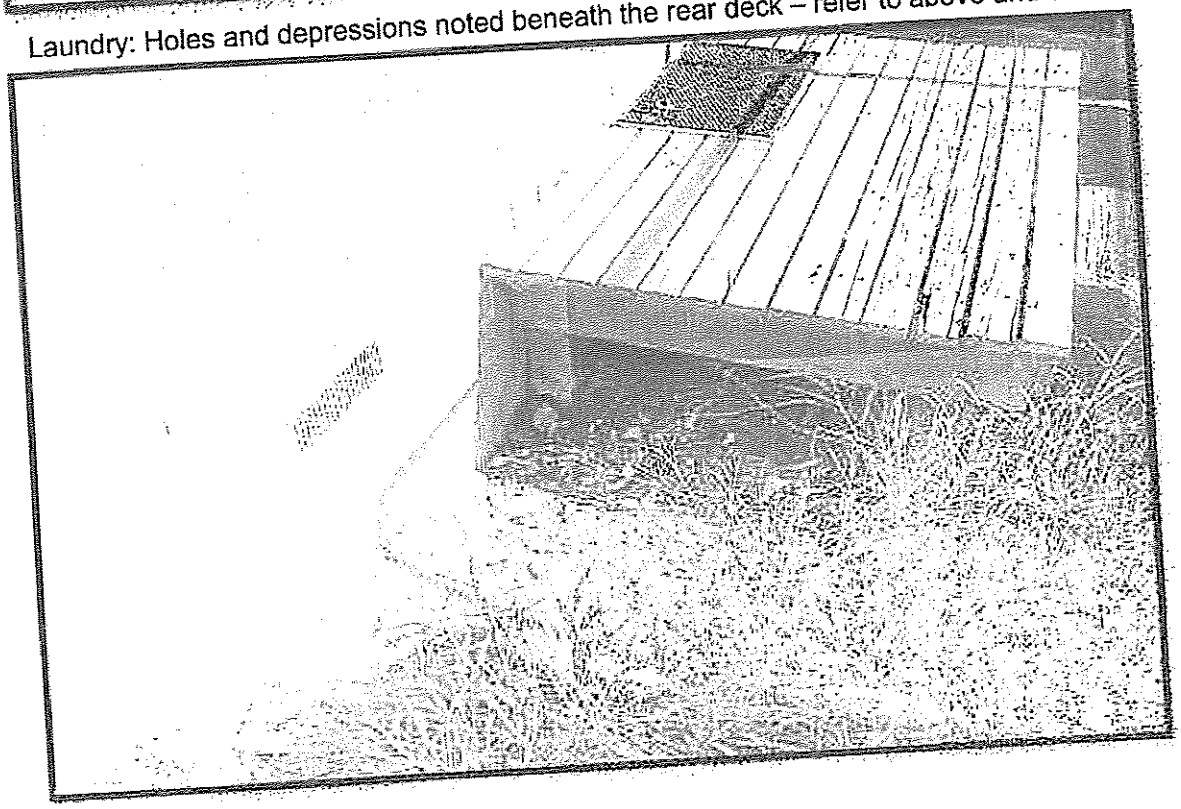


Laundry (NW corner): Visible movement to eaves, fascia and trim. Note how close neighbouring trees are to this corner of the residence – refer to above and below

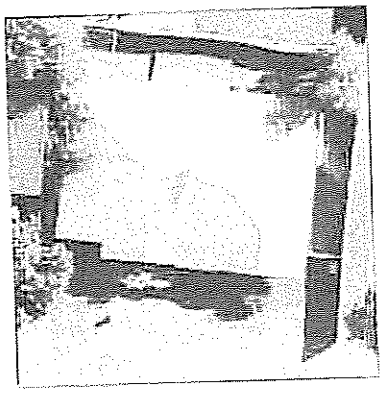




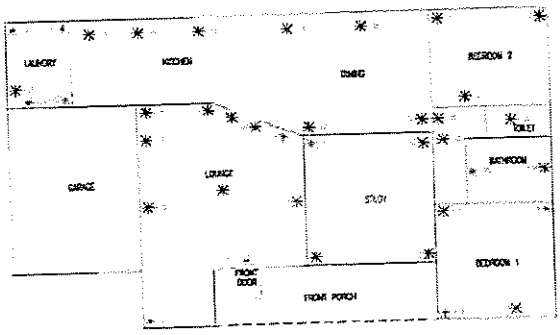
Laundry: Holes and depressions noted beneath the rear deck – refer to above and below



APPENDIX 2



LOCALITY PLAN
SCALE NTS



FLOOR PLAN
SCALE 1:100



NOTES:

- FIGURES SHOWN WITH ASTERISK (eg* .) ARE FLOOR LEVELS MEASURED BY SGPCE ON THE 22.04.2024 AND INDICATE LEVEL AT THAT LOCATION RELATIVE TO HEIGHT DATUM (-)

No.	DATE	REMARKS
0	26.04.2024	REPORT ISSUE
ISSUE		

SGP CONSULTING ENGINEERS PTY LTD
STRUCTURAL & CIVIL ENGINEERS
504 Hargreaves Street, Bendigo Victoria 3550
T (03) 5444 1533
E admin@sgpce.com.au
W www.sgpce.com.au
ABN: 27 669 302 925

TITLE	FLOOR PLAN & LEVELS
PROJECT	SITE INSPECTION 54 FIR STREET WHITTLESEA
SCALE	AS NOTED (A3)
DATE	APRIL 2024
DESIGNED	JKG
DRAWN	SD
DWG. No.	24-7116

0105010X0X0956012