Contract of Sale of Land

Property:

UNIT 1 AND LOT 17

17-19 LAMBERT STREET

RICHMOND VIC 3121

Samuel, Eliza & Associates
Suite 8, 211 Warrigal Road
Hughesdale VIC 3166
0401503465
enquiries@sea-legal.com

Contract of Sale of Land

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.

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.

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

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 standard form: see general condition 6.1)

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 ………… / ………… / …………

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

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

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

Print names(s) of person(s) signing: …… **TANIN PARAMO**……………………………………………….…………………….

State nature of authority, if applicable:

………...

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

Table of Contents

Particulars of Sale

Vendor's estate agent

Name: O''Brien Real Estate - Blackburn

Address: 98 South Parade, Blackburn VIC 3130

Email: blackburn@obre.com.au/ frank.molinaro@obre.com.au

Tel: 03 9894 2044 Mob: 0418 390 988 (Frank Molinaro) Mob: Fax:

Vendor

Name: Tanin Paramo

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Samuel, Eliza & Associates

Address: Suite 8, 211 Warrigal Road, Hughesdale VIC 3166

Email: holly.lam@sea-legal.com

Tel: 0403 602 837 Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	09234	Folio	958	Lot 1	RP010621
Volume	09234	Folio	974	Lot 17	RP010621

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: Unit 1 and Lot 17 ,17-19 Lambert Street, Richmond VIC 3121

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*)
All fixtures and fittings of a permanent nature.

Payment

Price $ ....

Deposit $ .... by (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; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

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: ....

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

Special Conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

1. Special Condition 1 - Changes to General Conditions

The following changes are made to the general conditions in Part 2:

(a) General condition 23.2(b) is deleted and general condition 23.3 is replaced by the following:

The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23.3, if requested by the vendor. In the case of land tax, it is adjusted on the Proportional Tax stated on the land Tax Assessment. If on settlement land tax is not separately rated the purchaser shall be liable for the land tax to be calculated on a pro-rata basis.

(b) The words, "but may claim compensation from the vendor after settlement" are deleted from general condition 31.3.

(c) General conditions 26.4 are deleted.

(d) General condition 33 is amended with penalty interest is 14%.

2. Special Condition 2 – Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in particulars of this contract (Due Date) or request an extension or variation to the Due Date, the purchaser must pay the Vendor's representative $375.00 at the settlement for each request.

3. Special Condition 3 – Foreign Investment Review Board

(a) The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not require the purchaser to obtain consent to enter this contract;

(b) If there is a breach of the warranty contained in clause 3(a) (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

(c) This warranty and indemnity do not merge on completion of this contract.

4. Special Condition 4 – Nomination

Where a Purchaser nominates a substitute or additional transferee the purchaser must:

(a) deliver to the Vendor at least 14 Business Days before the due date for settlement a notice of nomination;

(b) If the purchaser delivers the nomination later than 14 Business days, the purchaser must pay the legal cost of $375.00 to the Vendor's Legal Representative for the associated works in nomination process.

5 Special Condition 5 – Sale by Auction

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 Regulations 2005* or any rules prescribed by regulation which modify or replace those Rules.

6 Special Condition 6 – Purchaser Enquiries

The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:

(a) In its present conditions and current state of repairs;

(b) Subject to all defects laten and patent;

(c) Subject to any infestations and dilapidation;

(d) Subject to all existing, water, sewerage, drainage and plumbing services and connections in respect of the property;

(e) Subject to any Section 173 Agreement entered into by the Vendor, registered on title;

(f) Subject to any statute, order, regulation, by-law and local law, restriction and condition imposed on the property by or with the authority including under the Planning Permit or as a result of any section 173 Agreement or under any applicable planning scheme and any other applicable planning control;

(g) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

(h) The Purchaser has made their own enquiries as to the current state of repair and general condition of any solar panels and associated equipment that may be included with the sale, and will not hold the vendor liable to reinstate any solar panels or associated equipment that may not be working as at day of sale or upon Settlement of the matter. The special condition does not merge upon completion.

7 Special Condition 7 – Misdescription

The purchaser must not make any objection or claim for compensation, or refuse or delay payment of the purchase price because of:

(a) Any misdescription of the Land;

(b) Any deficiency in its area or measurement;

(c) Any Failure to comply with a law relating to the Property or a requirement of any Government Agency;

(d) Any improvements not being erected within the boundaries of the land.

8 Special Condition 8 – Purchaser Acknowledgment

The purchaser acknowledge and agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matter covered by special condition 6 and 7, which does not merge upon completion of the contract.

9 Special Condition 9 – General Condition Amendments

(a) GC23 – Special Condition

For the purpose of general condition 23, the expression "periodic outgoings" does not include any amounts to which section s10G of the *Sale of Land Act 1962* applies.

(b) GC28 – Special Condition

General condition 28 does not apply to any amounts to which section s10G or s10H of the *Sale of Land Act 1962* applies.

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; and
(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:

(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 digital duties form 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
(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 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.

11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification 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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contract Act 1995 (Vic)*, in the vendor's possession relating to the property, if requested in writing to do so at least 14 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 23 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.

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 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.

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

14.5 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.

14.6 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.

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

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

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

14.10 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.

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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

17.4 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.

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. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.

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 during the hours that the settling ELNO operates in the State of Victoria.

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
(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, unless the margin scheme applies.

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
(i) a registered building surveyor;
(ii) a registered building inspector;
(iii) a registered domestic builder; or
(iv) an architect,
which is –
(v) prepared in compliance with Australian Standard AS 4349.1-2007;
(vi) identifies a current defect in a structure on the land; and
the author states is a major 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 inspector which is prepared in accordance with the relevan Australian Standard approved on behalf of the Council of Standards Australia and 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.

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 basis that 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 he periodic outgoings and rent and other income must be apportioned on the following basis:

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.

23.4 For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section *10G of the Sale of Land Act 1962 (Vic)* applies.

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 Tax Act.. 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 Tax Act (“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 Tax Act 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 Tax Act. 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

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in *GST Act* 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 Tax Act 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 *Tax Act*, 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 *Tax Act* 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

Tax Act. 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 Tax Act. 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 *Tax Act*, 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 *Tax Act*. 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 *Tax Act* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Tax Act* 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 *Tax Act.*

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 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

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.

28.3 General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 (Vic) applies.

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

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 and the purchaser is entitled to possession or receipt of the rents and profits, 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.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

Interest at the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 (Vic) 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
(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 or acceptance by the vendor of a repudiation by the purchaser:

(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.

GUARANTEE and INDEMNITY

I/We		**of**	
And		**of**	

being the **Sole Director / Directors of** ______ **ACN** ______

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

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

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

This ______ Day of ______ 20 ______

SIGNED SEALED AND DELIVERED by the said

Print Name ______ ______

In the presence of Director(Sign)

Witness ______

SIGNED SEALED AND DELIVERED by the said

Print Name ______ ______

In the presence of Director(Sign)

Witness ______

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

*1. No bids may be made on behalf of the vendor of the land.

OR

*1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

[*One of these alternatives must be deleted]

2. The auctioneer may refuse any bid.

3. The auctioneer may determine the amount by which the bidding is to be advanced.

4. The auctioneer may withdraw the property from sale at any time.

5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.

6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

COVID 19 The parties herein agree that should the Australian or Victorian Governments require any party hereto to be quarantined or to be in self- isolation due to the outbreak of the Covid-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of quarantine or self-isolation, as soon as practicably possible. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

The Vendor notifies the Purchaser pursuant to Section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) that the Purchaser is not required to withhold GST from the supply.

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	UNIT 1 AND LOT 17, 17-19 LAMBERT STREET, RICHMOND VIC 3121

Vendor's name	TANIN PARAMO	Date / /
Vendor's signature		
Vendor's name		Date / /
Vendor's signature		

Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them):

(a) ☒ Are contained in the attached certificates.

1.2 **Particulars of any Charge** (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge:

Nil

1.3 **Terms Contract**

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

1.4 **Sale Subject to Mortgage**

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

1.5 **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 rate notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	YES ☐ NO ☒
(c) (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 rate notice or property clearance certificate or is as follow:	DATE OR NO APPLICABLE ☒

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Easement, Covenant, and other restrictions affecting the land are set out in the Certificates.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the vendors' knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restrictions affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and /or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate Title.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'. ☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act 1993* if the square box is marked with an 'X'. ☐

3.4 Planning Scheme

Are contained in the attached certificates.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

None to the Vendor's knowledge

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Not Applicable.

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Not Applicable.

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

6.1 ☒ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

Not applicable.

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 **Unregistered Subdivision**

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable.

10.2 **Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

(a) ☐ Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

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

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

(b) which has a net lettable area of at least 2000m²; (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.

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

The Due Diligence Checklist is attached.

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

IMPORTANT NOTE: Safety of Existing swimming pools If the property should include a swimming pool or spa, all swimming pools and spas are required to comply with the minimum standards of the current Building Regulations. More information may be obtained from your Council. If the above is applicable it shall become the Purchaser's responsibility

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the Due diligence checklist page on the Consumer Affairs Victoria website (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.

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.

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

VOLUME 09234 FOLIO 958

Security no : 124137396383J
Produced 08/08/2026 03:38 PM

LAND DESCRIPTION

Lot 1 on Registered Plan of Strata Subdivision 010621.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLES :
Volume 02334 Folio 772   Volume 03049 Folio 779   Volume 09022 Folio 316

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
TANIN PARAMO of 13 CUMBERLAND COURT FOREST HILL VIC 3131
AM161818T 07/09/2015

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP010621 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: UNIT 1 17-19 LAMBERT STREET RICHMOND VIC 3121

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP010621

DOCUMENT END

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

VOLUME 09234 FOLIO 974

Security no : 124137576589H
Produced 13/08/2026 08:07 PM

LAND DESCRIPTION

Lot 17 on Registered Plan of Strata Subdivision 010621.
CAR PARK
PARENT TITLES :
Volume 02334 Folio 772   Volume 03049 Folio 779   Volume 09022 Folio 316

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
TANIN PARAMO of 13 CUMBERLAND COURT FOREST HILL VIC 3131
AM161818T 07/09/2015

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP010621 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: LAMBERT STREET RICHMOND VIC 3121

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP010621

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	**RP010621**
Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**08/08/2026 15:38**

PLAN OF STRATA SUBDIVISION	EDITION 1	RP010621

LOCATION OF LAND

PARISH:	JIKA JIKA
TOWNSHIP:	-
SECTION:	-
CROWN ALLOTMENT:	-
CROWN PORTION:	45 (PART)
TITLE REFERENCE:	V. 2334 F. 772, V. 3049 F. 779 & V. 9022 F. 316.
LAST PLAN REFERENCE:	-
DEPTH LIMITATION:	DOES NOT APPLY
POSTAL ADDRESS:	17 - 19 LAMBERT STREET, RICHMOND 3121

FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT

SURVEYOR'S CERTIFICATE
Surveyor: RODNEY AUJARD
Certification Date: 24/05/1977

SEAL OF MUNICIPALITY AND ENDORSEMENT
Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF RICHMOND on 22/08/1977

REGISTERED DATE: 19/10/1977

PLAN UPDATED BY REGISTRAR IN AN661031Q 14/09/2020

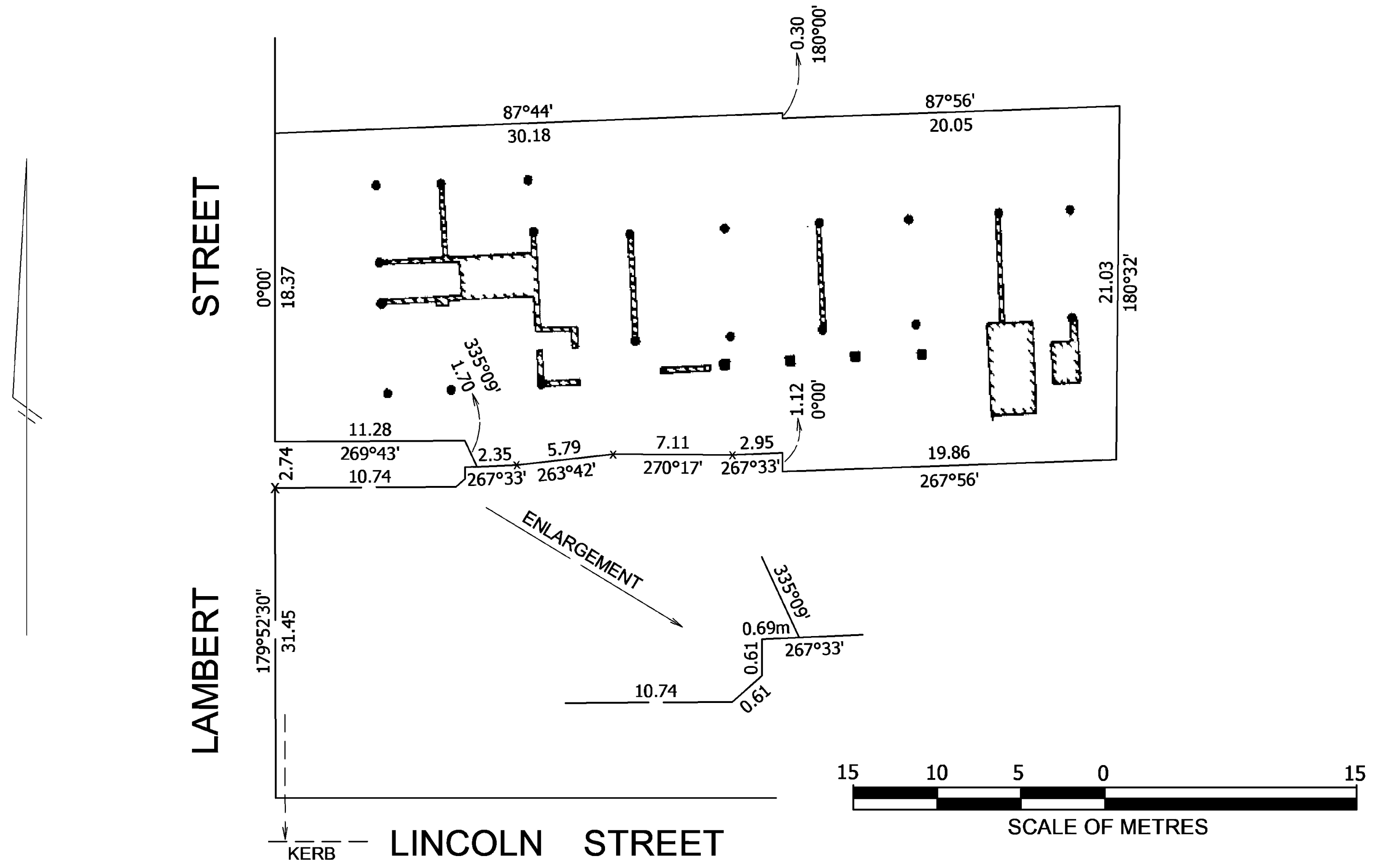


DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL

EASEMENT INFORMATION

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

ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected

MEASUREMENTS ARE IN METRES

LEGEND

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 28 IS A THREE STOREY BUILDING.
THE RELEVANT STOREY OF THAT PART OF THE BUILDING CONTAINED IN EACH LOT IS SHOWN IN THE TABLE BELOW.

THE LOWER BOUNDARY OF LOTS 1 TO 28 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT.
THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY.

TABLE

LOT	RELEVANT STOREY
LOTS 15 TO 28	GROUND STOREY
LOTS 1 TO 7	FIRST STOREY
LOTS 8 TO 14	TOPMOST STOREY

LOTS 15 TO 28 ARE ACCESSORY LOTS.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.
ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.
LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:
MEDIAN: ALL BOUNDARIES

NOTICE OF RESTRICTION

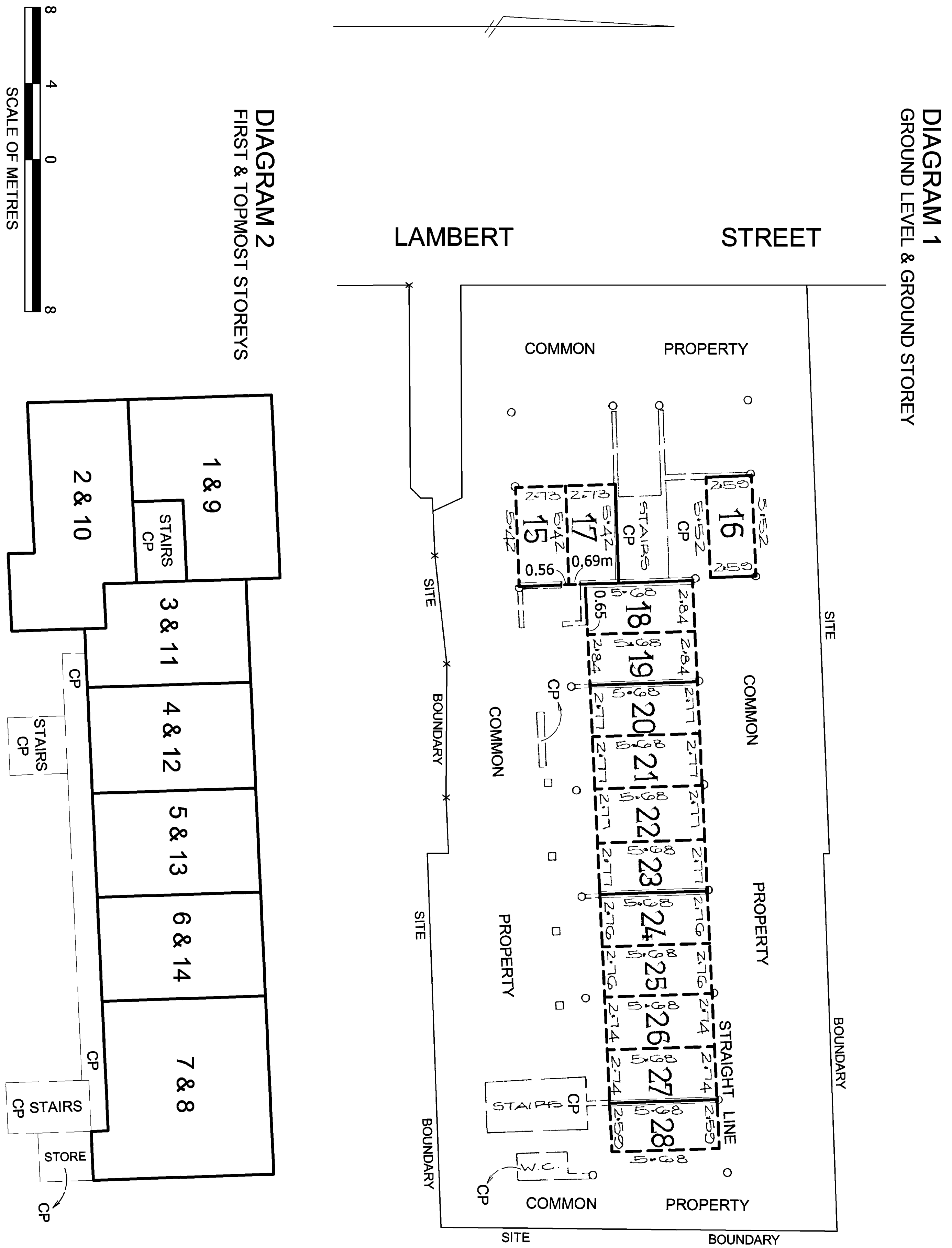
THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.
THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS

COLUMN 1	COLUMN 2
LOTS 1 TO 14	LOTS 15 TO 28

REGISTRATION OF DEALINGS WITH THE LOTS SPECIFIED IN COLUMN 1 IS RESTRICTED.

PLAN OF STRATA SUBDIVISION

RP010621



Department of Transport and Planning

Owners Corporation Search Report

Produced: 08/08/2026 03:38:44 PM

OWNERS CORPORATION
PLAN NO. RP010621

The land in RP010621 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 28.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
VICTORIA BODY CORPORATE SERVICES PTY LTD 64 FENNELL STREET PORT MELBOURNE VIC 3207

AH484165F 08/09/2010

Owners Corporation Manager:
NIL

Rules:
Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	9	9
Lot 2	9	9
Lot 3	9	9
Lot 4	9	9
Lot 5	9	9
Lot 6	9	9

Department of Transport and Planning

Owners Corporation Search Report

Produced: 08/08/2026 03:38:44 PM

OWNERS CORPORATION
PLAN NO. RP010621

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	9	9
Lot 8	9	9
Lot 9	9	9
Lot 10	9	9
Lot 11	9	9
Lot 12	9	9
Lot 13	9	9
Lot 14	9	9
Lot 15	1	1
Lot 16	1	1
Lot 17	1	1
Lot 18	1	1
Lot 19	1	1
Lot 20	1	1
Lot 21	1	1
Lot 22	1	1
Lot 23	1	1
Lot 24	1	1
Lot 25	1	1
Lot 26	1	1
Lot 27	1	1
Lot 28	1	1
Total	**140.00**	**140.00**

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

PLANNING PROPERTY REPORT

PROPERTY DETAILS

Address:	**1/17-19 LAMBERT STREET RICHMOND 3121**	
Lot and Plan Number:	**Lot 1 RP10621**	
Standard Parcel Identifier (SPI):	**1\RP10621**	
Local Government Area (Council):	**YARRA**	www.yarracity.vic.gov.au
Council Property Number:	**151205**	
Planning Scheme:	**Yarra**	Planning Scheme - Yarra
Directory Reference:	**Melway 2H C3**	

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Greater Western Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**CITIPOWER**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**RICHMOND**

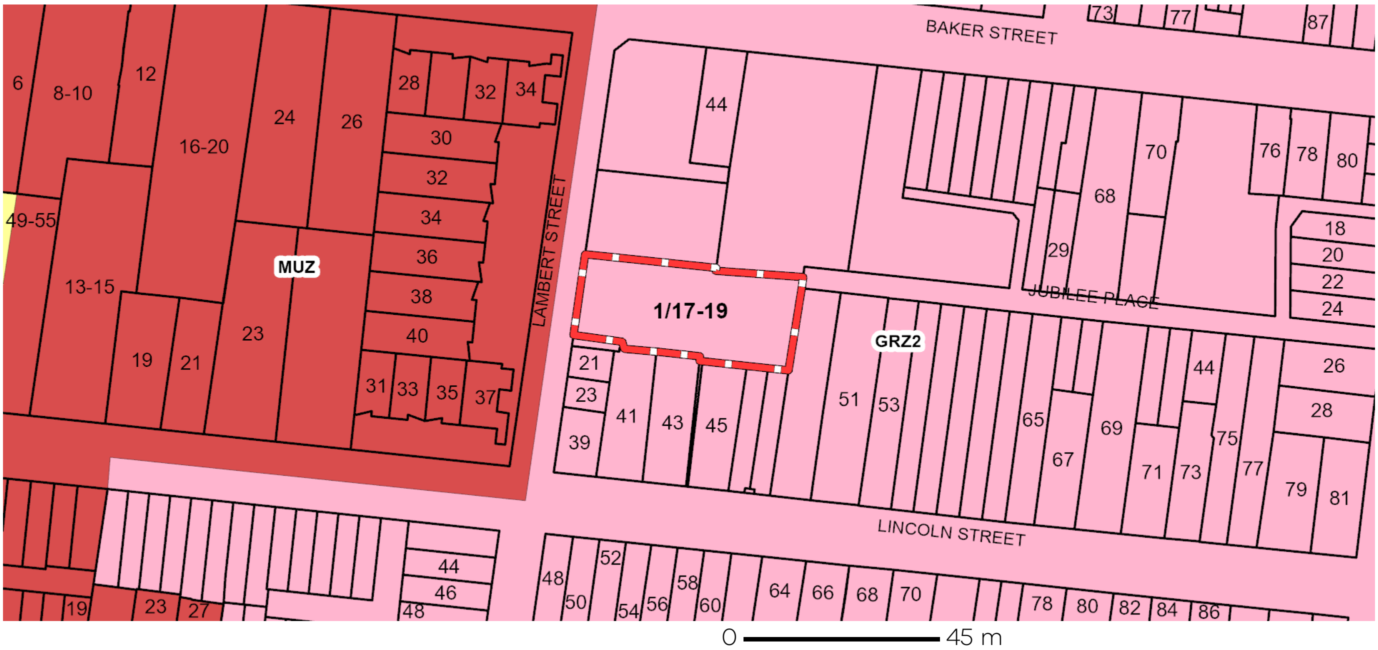
OTHER

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

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 2 (GRZ2)



GRZ - General Residential | MUZ - Mixed Use | PUZ7 - Public Use-Other Public Use

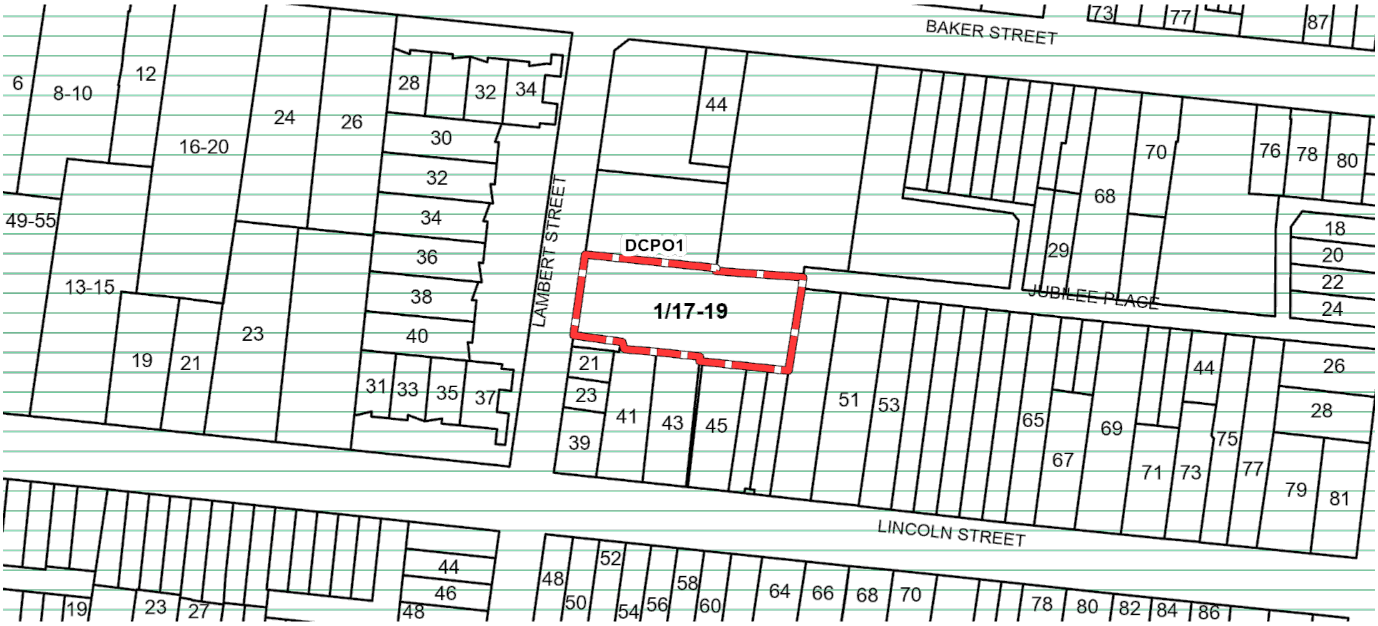
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



0 45 m

DCPO - Development Contributions Plan Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL AUDIT OVERLAY (EAO)

HERITAGE OVERLAY (HO)

0 45 m

EAO - Environmental Audit Overlay

HO - Heritage Overlay

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

Further Planning Information

Planning scheme data last updated on 6 August 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

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)

PROPERTY REPORT

Created at 08 August 2026 04:05 PM

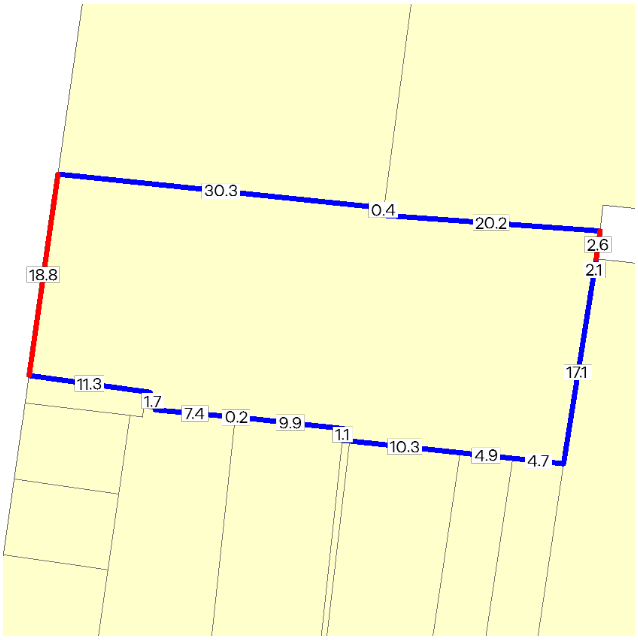
PROPERTY DETAILS

Address:	**1/17-19 LAMBERT STREET RICHMOND 3121**
Lot and Plan Number:	**Lot 1 RP10621**
Standard Parcel Identifier (SPI):	**1\RP10621**
Local Government Area (Council):	**YARRA** www.yarracity.vic.gov.au
Council Property Number:	**151205**
Directory Reference:	**Melway 2H C3**

Note: There are 15 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1032 sq. m
Perimeter: 144 m
For this property:
Site boundaries
Road frontages

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

2 overlapping dimension labels are not being displayed

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

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

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Greater Western Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**CITIPOWER**

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**RICHMOND**

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

PROPERTY REPORT

Energy, Environment and Climate Action

Area Map

Selected Property

10 August 2026

Landata
Victoria (Serv)
LOCKED BAG 20005
MELBOURNE Vic 3001

Yarra City Council
ABN 98 394 086 520

PO Box 168
Richmond VIC 3121

03 9205 5555
info@yarracity.vic.gov.au
yarracity.vic.gov.au

Council Reference: wBC26/02407
Your Reference: M202600309
Agent Reference: 81496098-020-9
Address: 1/17-19 Lambert St Richmond

BUILDING REGULATIONS 2018
Regulation 51
REQUEST FOR BUILDING APPROVAL PARTICULARS

We acknowledge your request for building particulars regarding the above property. Our building records indicate the following information.

52. Details of building permits issued in the preceding ten (10) years:

Council Building Records do not indicate that any Building Approvals have been issued in relation to the above property for the previous ten (10) years.

Details of any current Notice, Order, Statement or Certificate issued under *Building Act 1993* or *Building Regulations 2018*:

Notices:
No record of any outstanding Notices is held by Councils Building Department.

Orders:
No record of any outstanding Orders is held by Councils Building Department.

Council is unable to provide information issued under *Regulation 64* (Combined allotments) or *Regulation 231* (Subdivision of existing dwellings). Should you require this information, you may request access to council's building file Information Requests | Yarra City Council. Note: additional fees apply.

Details of building envelopes on the allotment or adjoining allotments or adjoining allotments may be obtained from the Certificate of Title. Certificates of Title are available from www.landata.online.

Please note:

All residential properties containing existing swimming pools or spas are required to have safety pool fencing erected and that failure to do so can result in financial penalties.

Furthermore, owners are required to register swimming pools and/or spas with Council as well as submitting Compliance Certificates by the required deadline. Failure to do so may also result in financial penalties. For more information please visit Pool and spa registration | Yarra City Council.

Owners or purchasers of residential properties are to ensure that smoke alarms exist and that failure to do so can also result in financial penalties. For further detailed information, please contact the Council's Building Department.

Melbourne Water has recently changed flood information on properties within the City of Yarra. You must make an enquiry with Melbourne Water in respect to land that is liable to flooding or designated land or works.

A Statewide Cladding Audit ("SWCA")was setup by the Victorian Government to identify the location of combustible cladding being Aluminium Composite Panelling ("ACP", Expanded Polystyrene ("EPS") on the following type of buildings only

- *Class 2 buildings of three or more storeys (residential apartments); or*
- *Class 3 buildings of three or more storeys (Hotels, Motels and Student accommodation); or*
- *Class 9 buildings of two or more storeys (Hospitals, Schools and Aged Care facilities).*

Refer to building notices and order section of this certificate to see if your building was or has been identified. For any enquiries, please contact the Owners or Owners Corporation.

Parking Permit Eligibility

This property might not be eligible for a parking permit if you're adding more dwellings or reducing on-site parking spaces during development, based on the Council's '10 December 2003 Ruling.' For more details, contact Parking Services at 9205 5555.

Yours sincerely,

Yarra Building Services

PO Box 168
Richmond VIC 3121
T (03) 9205 5555
info@yarracity.vic.gov.au
www.yarracity.vic.gov.au
ABN 98 394 086 520

Date: 12 August 2026

Land Information Certificate

Section 229 Local Government Act 1989

Certificate No:	wLIC26/03843
Property Number:	151205

Landata
Victoria (Serv)
LOCKED BAG 20005
MELBOURNE Vic 3001

Applicant Reference: M202600309 **Agent Reference:** 81496098-018-6

Location:

1/17-19 Lambert St Richmond VIC 3121

Title Description: RP 10621 Vol 9234 Fol 958
Site Dimensions: Front 18 Rear 21 Left 50 Right 51

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.5 Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Please refer to the Annual Notice for AVPCC code

VALUATION DETAILS

Base Date of Valuation:	1/01/2026
Effective Date of Valuation:	1/07/2026
Current Net Annual Value:	$18750
Current Capital Improved Value:	$375000
Current Site Value:	$255000

RATES AND CHARGES

	Amount
Current Years Rates	$675.57
Waste Charge Public	$37.79
Waste Charge Kerbside	$121.71
Current Year Emergency Services Volunteer Fund	$203.87
Balance Outstanding	$1038.94

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue, or to the 30 June 2027 whichever comes first. Council cannot be held responsible for any information given verbally.

PO Box 168
Richmond VIC 3121
T (03) 9205 5555
info@yarracity.vic.gov.au
www.yarracity.vic.gov.au
ABN 98 394 086 520

Certificate No: wLIC26/03843

THE 2026/2027 RATING PERIOD IS FROM 1/7/2026 to 30/6/2027

- Any arrears shown are now overdue for payment and may already be the subject of separate legal action.
- Any payments shown are subject to clearance by bank.
- Interest is calculated at 10% p.a. on all overdue amounts.

Rates are levied on the Net Annual Value (NAV) of properties.

In accordance with Section 175 of the *Local Government Act* 1989, the new owner must pay all amounts unpaid by the following dates:

- INSTALMENTS due by 30 September 2026, 30 November 2026, 28 February 2027 and 31 May 2027.

NOTICES and ORDERS

Money owing for works under the *Local Government Act 1958*	NIL
Potential liability for rates under the *Recreational and Cultural Lands Act* 1963	NIL
Outstanding amount for recreational purposes or any transfer of land under Section 18 of the *Subdivisions Act* 1988 or the *Local Government Act* 1958	NIL
Money owing under Section 94(5) of the *Electricity Industry Act 2000 Local Government Act* 1989:	NIL
• Section 173 - Supplementary valuation and rates;	No
• Section 174A - Cessation of Residential Use Rate - back rates;	No
• Section 227 - Money owing by former owner/occupier for other services;	NIL
Special Rates and Charges	No
Outstanding Orders/Notices:	No
Money owing for works under the *Local Government Act 2020, Section 117*	No
Outstanding Prohibition / Improvement Notices under *Public Health and Wellbeing Act* 2008	No

PLEASE NOTE

This property may not be eligible to receive a Parking Permit.

New developments that increase the parking density (e.g. dual occupancies) are not eligible for parking permits. Developers either have to provide off-street parking or the property is sold without the provision of a parking permit. For further information please contact Parking Services on (03) 9205 5555.

Designated Flood Level: The authority for the designated flood levels has been delegated to: Melbourne Water, Land Development Water Ways & Drainage, phone (03) 9679 7100.

B PAY

Biller Code: 171074
Reference Number: 1512052

Signed: (Authorised Officer)

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue, or to the 30 June 2027 whichever comes first. Council cannot be held responsible for any information given verbally.

Property Clearance Certificate
Land Tax

SAMUEL ELIZA & ASSOCIATES

Your Reference:	LD:81496098-014-8.M202600:
Certificate No:	10850947
Issue Date:	08 AUG 2026
Enquiries:	ESYSPROD

Land Address: UNIT 1, 17 -19 LAMBERT STREET RICHMOND VIC 3121

Land Id	Lot	Plan	Volume	Folio	Tax Payable
2818493	1	10621	9234	958	$0.00

Vendor: TANIN PARAMO
Purchaser: NA .

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR TANIN PARAMO	2026	$250,000	$1,076.09	$0.00	$0.00

Comments: Land Tax of $1,076.09 has been assessed for 2026, an amount of $1,076.09 has been paid.

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):	$375,000
SITE VALUE (SV):	$250,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 10850947

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 = $975.00

Taxable Value = $250,000

Calculated as $975 plus ($250,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $3,750.00

Taxable Value = $375,000

Calculated as $375,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 10850947

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: 10850947

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

SAMUEL ELIZA & ASSOCIATES

Your Reference:	LD:81496098-014-8.M202600309
Certificate No:	10850947
Issue Date:	08 AUG 2026
Enquires:	ESYSPROD

Land Address: UNIT 1, 17 -19 LAMBERT STREET RICHMOND VIC 3121

Land Id	Lot	Plan	Volume	Folio	Tax Payable
2818493	1	10621	9234	958	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
120.6	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:	$375,000
SITE VALUE:	$250,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10850947

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

SAMUEL ELIZA & ASSOCIATES

Your Reference:	LD:81496098-014-8. M202600309
Certificate No:	10850947
Issue Date:	08 AUG 2026

Land Address: UNIT 1, 17 -19 LAMBERT STREET RICHMOND VIC 3121

Lot	Plan	Volume	Folio
1	10621	9234	958

Vendor: TANIN PARAMO

Purchaser: NA .

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: 10850947

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: 10850949

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: 10850949

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.

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

Greater Western Water

LANDATA COUNTER SERVICES
FL 13, 697 Collins
Docklands VIC 3008

Information Statement Certificate

Reference number
81496098-028-5

Statement number
2006372522

Date of Issue 10 Aug 2026

Total amount

$791.14

Total amount to end of June 2027 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2027 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

Property address UNIT 1/17-19 LAMBERT STREET, RICHMOND VIC 3121

Property number 0337300000

Lot on Plan 1\RP10621

Comments

Payment options

Greater Western Water ABN 70 066 902 467

BPAY
Biller code: **8789**
Ref: **05775200006**
Go to **bpay.com.au**

®Registered to BPAY Pvt Ltd
ABN 69 079 137 518

Post Billpay

Australia Post
Billpay code: **0362**
Ref: **0057 7520 0002**

Pay at any post office, by phone **13 18 16**, at **postbillpay.com.au**, or via Auspost app

*362 005775200002

Annual Charges

Service charges

	Annual charge FY 2026 - 27	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	$242.34	Quarterly	$0.00	$0.00
Residential Sewer Service Charge	$325.98	Quarterly	$0.00	$0.00
Parks	$92.26	Quarterly	$0.00	$0.00
Waterways and Drainage	$130.56	Quarterly	$0.00	$0.00
Total annual charges	**$791.14**		**$0.00**	**$0.00**

Other charges and adjustments

Service charges owing for previous financial years	$0.00
Adjustments	$0.00
Total charges and adjustment	$0.00

Outstanding charges

Current balance	$0.00
Plus remainder service charges to be billed	$791.14
Total charges	**$791.14**

Volumetric Charges

Please note, this property was recorded as having been occupied by a tenant from 03/01/2022 and this statement does not include any volumetric charges from this date.

Disclaimer
Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to https://www.propertyandlandtitles.vic.gov.au/ for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

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.

Portion of the property service drains connecting 47 LINCOLN ST have been laid in the subject property.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

General Information

If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement-gww.com.au/information-statements. Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Thank you,

The Greater Western Water team

INFORMATION STATEMENT PLOT

Address : **UNIT 1/17-19 LAMBERT STREET RICHMOND 3121**

Reference : **PID000037330**

Scale **1:1000**

Printed on : **10/08/2026**

Water Main DOES NOT traverse property

Sewer Main DOES NOT traverse property

Greater Western Water

Water Potable
Water Recycled
Sewer Main
Abandoned Main

Maintenance Shaft
Inspection Shaft
Node / Valve
Hydrant

N

Greater Western Water

36 Macedon St,
Sunbury
Locked Bag 350
Sunshine
VIC 3020

Ph: 134 499

www.gww.com.au

Living better together

VBCS SMARTER COMMUNITIES

MELBOURNE
t. +61 3 8531 8100
e. vic@smartercommunities.com.au

ABN 85 007 034 522
Suite 101, Level 1,
204 Ingles St
Port Melbourne, VIC, 3207

26 August 2026

SAMUEL ELIZA & ASSOCIATES
Suite 8
11 Warrigal Road
Hughesdale Vic 3166

Ref

Re Lot 1 Plan of Subdivision No. RP10621

Fee 183.13 Paid

Above Fee includes GST

Please find enclosed Owners Corporation Certificate pursuant to Section 151 of the Owners Corporations Act 2006.

Fees paid pursuant to Section 184 are payable to Victoria Body Corporate Services Pty Ltd ABN 85 007 034 522.

It is recommended that confirmation of balances due should be checked again as close as possible to the actual settlement date.

Finally, please ensure that the prescribed change of ownership form is sent to our office within 28 days of settlement so that all future correspondence relating to this lot is issued correctly to the new owner. Please direct your change of ownership information to our office via email to updates@smartercommunities.com.au.

Should you require any further information regarding this document, please contact Victoria Body Corporate Services on (03) 8531 8100.

Victoria

OWNERS CORPORATIONS CERTIFICATE
Owners Corporations Act 2006 (Section 151)
Owners Corporations Regulations 2018 (Regulation 16)

Owners Corporation 17-19 LAMBERT STREET Plan Number: RP10621

17-19 Lambert Street Richmond 3121

Vendor T PARAMO

Reference

This certificate is issued for Lot 1 on Plan Number RP10621 Lot Liability 10.00 Lot Entitlement 10.00
the postal address of which is: 1/17-19 LAMBERT ST, RICHMOND VIC 3121

1 Section 151(4)(a)(i)&(ii) Regulation 16(a)

The current fees for Administration Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/04/25 to 30/09/25	1,378.57	01/04/25	31/03/25	17/02/25
01/10/25 to 31/03/26	1,378.57	01/10/25	30/09/25	21/08/25
01/04/26 to 30/09/26	1,428.57	01/04/26	02/04/26	21/02/26
01/10/26 to 31/03/27	1,428.57	01/10/26		24/08/26

Regulation 16(b)

The Administration Fund fees are paid up until 30/09/26
Amount unpaid including billed not yet due $1,428.57

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Administration Fund Fees Nil
(Credit shown with -)

2 The current fees for Maintenance Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date

Regulation 16(b)
The Maintenance Fund fees are paid up until
Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)
Unpaid Maintenance Fund Fees Nil
(Credit shown with -)

3 Regulation 16(d) Administration Fund
The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date
Additional Admin Funf Levy	100.00	16/01/26	15/01/26	19/12/25

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees Nil
(Credit shown with -)

4 Regulation 16(d) Maintenance Fund
The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees Nil
(Credit shown with -)

5 Section 151(4)(a)(iii) Other amounts owing

Purpose	Fund	Amount	Due Date	Amount Unpaid

Interest Rate: 10.00 Interest to Certificate Date: Nil Daily Interest Accruing: Nil

1 to 5 Section 151(4)(a)(iii) Regulation 16(c) Summary of Amounts unpaid

Annual Fees	Nil
Special Fees	Nil
Other Payments	Nil
Interest	Nil

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due $1,428.57) Nil

6 Section 151(4)(a)(v) Regulation 16(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:

7 Section 151(4)(a)(iv) Regulation 16(f)
The owners corporation has the following insurance cover:

INSURANCE DETAILS
17-19 LAMBERT STREET

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
BUILDING SCI (ALLIANZ)	POL11017319 BODY CORPORATE BROKERS	6,934,965.00	17/11/26	25/11/25	9,971.51
CONTENTS SCI (ALLIANZ)	POL11017319 BODY CORPORATE BROKERS	69,350.00	17/11/26	25/11/25	
PUBLIC LIABILITY SCI (ALLIANZ)	POL11017319 BODY CORPORATE BROKERS	20,000,000.00	17/11/26	25/11/25	
OFFICE BEARER SCI (ALLIANZ)	POL11017319 BODY CORPORATE BROKERS	1,000,000.00	17/11/26	25/11/25	
FLOATING FLOORBOARDS SCI (ALLIANZ)	POL11017319 BODY CORPORATE BROKERS	Included	17/11/26	25/11/25	
FLOOD SCI (ALLIANZ)	POL11017319 BODY CORPORATE BROKERS	Included	17/11/26	25/11/25	
VOLUNTARY WORKERS SCI (ALLIANZ)	POL11017319 BODY CORPORATE BROKERS	200,000.00	17/11/26	25/11/25	
FIDELITY GUARANTEE SCI (ALLIANZ)	POL11017319 BODY CORPORATE BROKERS	100,000.00	17/11/26	25/11/25	
LOT OWNERS FIXTURES SCI (ALLIANZ)	POL11017319 BODY CORPORATE BROKERS	300,000.00	17/11/26	25/11/25	
GOVERNMENT AUDIT SCI (ALLIANZ)	POL11017319 BODY CORPORATE BROKERS	25,000.00	17/11/26	25/11/25	
APPEAL EXPENSES WHS SCI (ALLIANZ)	POL11017319 BODY CORPORATE BROKERS	100,000.00	17/11/26	25/11/25	
LEGAL DEFENCE SCI (ALLIANZ)	POL11017319 BODY CORPORATE BROKERS	50,000.00	17/11/26	25/11/25	
LOSS RENT/TEMP ACCOM SCI (ALLIANZ)	POL11017319 BODY CORPORATE BROKERS	1,040,245.00	17/11/26	25/11/25	

8 Section 151(4)(a)(iv) Regulation 16(g)
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act.

9 Section 151(4)(a)(vi) Regulation 16(h)
Total funds held by owners corporation (including any investment accounts): $34,047.99

10 Section 151(4)(a)(vii) Regulation 16(i)
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following:

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF THE INSTALLATION OF SECURITY GATE/INTERCOM SYSTEM. TO DATE NO QUOTATIONS HAVE BEEN RECEIVED. TO DATE NO LEVY ACCOUNT

HAS ISSUED.

BUILDING DISTRESS - GEOTECHNICAL REPORT HAS BEEN SUPPLIED TO THE CHAIRPERSON. NO INSTRUCTIONS HAVE BEEN RECEIVED TO DATE. A SPECIAL LEVY MAY BE STRUCK TO COVER THE COST OF REMEDIAL WORK WHEN APPROVED BY THE COMMITTEE. TO DATE NO LEVY ACCOUNT HAS ISSUED.

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 31/03/27 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.

INTERCOM WORKS AND GATE INSTALLATION WORKS ARE BEING QUOTED FOR. A SPECIAL LEVY MAY BE REQUIRED TO DEFRAY THE COST OF THESE WORKS.

SPECIAL LEVIES MAY BE RAISED TO COVER EXTRAORDINARY EXPENSES, PROSPECTIVE OWNERS SHOULD NOT THAT SPECIAL LEVIES MAY BE RAISED BY THE OWNERS CORPORATION AT ANY POINT IF ADDITIONAL NON BUDGETED EXPENSES ARISE WHICH ARE CURRENTLY UNKNOWN TO THE MANAGER.

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH & SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

11 Section 151(4)(a)(viii) Regulation 16(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following:

FOR CONTRACTS REFER BELOW

VBCS MANAGEMENT AGREEMENT

12 Section 151(4)(a)(ix) Regulation 16(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following:

13 Section 151(4)(a)(x) Regulation 16(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following:

14 Section 151(4)(a)(xi) Regulation 16(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following:

APPLICATION TO VCAT FOR RECOVERY OF ARREARS FROM MEMBER/S

15 Section 151(4)(a)(xii) Regulation 16(n)
The owners corporation has resolved to appoint a manager, being:
Victoria Body Corporate Services Pty Ltd ACN 007 034 522 Locked Bag 1291 Port Melbourne VIC 3207
Telephone: 03 8531 8100 Facsimile: 08 8531 8190 Email:

16 Section 151(4)(a)(xiii) Regulation 16(o)
No proposal has been made for the appointment of an administrator except as follows:

17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.

18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.

19 Section 151(4)(b)(iii)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.

20 Section 151(4)(b)(iv)
Other documents of a prescribed kind:

21 Section 151(4)(b)(v)
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.

22 Other Matters
THIS CERTIFICATE INCORPORATES AN ACCESSORY UNIT.

FEES DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION.

AIRCONDITIONERS MAY ONLY BE INSTALLED IN ACCORDANCE WITH THE CONDITIONS SET DOWN BY THE OWNERS CORPORATION (PER 2011 AGM MINUTES IT WAS RESOLVED THAT OWNERS MUST APPLY IN WRITING TO THE MANAGER AND BE LIABLE FOR ALL REPAIRS AND MAINTENANCE ON THE ROOF).

Dated: **26/08/2026**

Owners Corporation Manager
Jared Jones

INTERIM DECISIONS OF
ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN NO. 10621
AT 17-19 LAMBERT STREET, RICHMOND, VIC 3121

Prepared by: Callum Walker
Phone: 8531 8100
Email: 17_19lambertstreet@vbcs.com.au
Date of Meeting: 29 October 2025

INTERIM DECISIONS OF ANNUAL GENERAL MEETING

Owners Corporation Plan No: 10621
Address: 17-19 LAMBERT STREET, RICHMOND, VIC 3121
Held: Richmond Library, 415 Church Street, RICHMOND, VIC 3121
Date: 29 October 2025 at 2:30 PM

PRESENT:

Name	Unit
Robert Lee	7, 10

IN ATTENDANCE: Callum Walker, Victoria Body Corporate Services

Motion 1.	***Chairperson for the Meeting***	***Ordinary Resolution***
IT WAS RESOLVED THAT Callum Walker be appointed to act as the Chairperson of the Meeting.		

Motion 2.	***Minutes***	***Ordinary Resolution***
IT WAS RESOLVED THAT the Minutes of the previous Annual General Meeting held on 03/08/2024 be confirmed as a true and accurate account of proceedings at that Meeting.		

Motion 3.	***Financial Statements & Position***	***Ordinary Resolution***
IT WAS RESOLVED THAT the Statement of Financial Performance and the Statement of Financial Position prepared by Victoria Body Corporate Services Pty Ltd for the period ending 31/03/2025 be adopted.		

Motion 4.	***Annual Budget & Contributions***	***Ordinary Resolution***

IT WAS RESOLVED THAT pursuant to Section 23 of the *Owners Corporations Act 2006,* the Owners Corporation adopts the Proposed Budget for the period 01/04/2025 to 31/03/2026 (circulated with the notice of this meeting) and adopts amounts be raised to meet the anticipated expenses for the current financial year of the Owners Corporation as follows:

Administrative Fund:	$40,000.00
Maintenance Fund:	$0.00

This Fund is to remain in force until the next Annual General Meeting.

FURTHER, the Owners Corporation acknowledges the recommendation from VBCS that the Administration Fund be set in accordance with the amounts contained in the notice of the meeting, which was proposed to meet the anticipated running expenses for the financial year. Should the Owners Corporation's funds not be sufficient to meet incoming expenses, the Manager is authorised to convene a special general meeting (at additional cost to the Owners Corporation) to raise a special levy.

Motion 5.	Fees Due - Administration Fund	Ordinary Resolution

IT WAS RESOLVED THAT pursuant to Section 31 of the *Owners Corporations Act 2006* the Manager will issue Administration Fund fee notices in accordance with the following schedule:

Administration Fund

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
Already Issued	01/04/2025 to 30/09/2025	1 Apr 2026	30 Sep 2026	1 Apr 2026	$19,299.98	$137.85714
Already Issued	01/10/2025 to 31/03/2026	1 Oct 2026	31 Mar 2027	1 Oct 2026	$19,299.98	$137.85714
Total		1 Apr 2026	31 Mar 2027		**$38,599.96**	**$275.71428**

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
To be Issued	01/04/2026 to 30/09/2026	1 Apr 2027	30 Sep 2027	1 Apr 2027	$19,999.98	$142.85714
Total		1 Apr 2027	30 Sep 2027		**$19,999.98**	**$142.85714**

Motion 6.	Additional Administrative Fund Levy	Ordinary Resolution

IT WAS RESOLVED THAT an Additional Administration Levy in the amount of $1,400.00 to make up the remainder of the resolved budget for the current financial year of the Owners Corporation, payable 28 days after the issue date.

Motion 7.	Management of Levy Arrears	Ordinary Resolution

IT WAS RESOLVED THAT the Owners Corporation approve pursuant to the *Owners Corporations Act 2006* (including Sections 29, 31 & 32) for the purpose of collecting levy contributions to authorise Victoria Body Corporate Services Pty Ltd to do any one or more of the following:

1. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans;
2. To charge Lot Owners interest on any levies which are overdue, such interest is at a rate of 10% per annum, pursuant to Section 29 of the *Owners Corporations Act 2006*.

   Important Note:
   The Owners Corporation may recover as a debt due from the Lot Owner/s in default or breach, the cost and charges incurred by the Owners Corporation arising out of any default or breach under the *Owners Corporations Act 2006*, the *Owners Corporation Regulations 2007* or the Owners Corporation Rules

3. To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation;
4. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any Lot Owner, mortgagee in possession and/or former Lot Owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
5. Enter and enforce any judgement obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
6. Liaise, instruct and prepare all matters with the Owners Corporations debt collection agents, lawyers and experts in relation to any levy recovery proceedings; and
7. Any Lot Owner/s who fails to pay on their Final Fee Notice shall reimburse the Owners Corporation for any/all administrative, legal or other charges that may apply in the recovery of the debt. This includes any costs associated with recovery of the debt through VCAT, debt collection agency or enforcement of any Orders made against the Lot Owner/s.

Motion 8.	Appointment of Owners Corporation Manager - Victoria Body Corporate Service Pty Ltd	Ordinary Resolution

IT WAS RESOLVED THAT in accordance with Section 119 of the *Owners Corporations Act 2006* that:

- Victoria Body Corporate Services Pty Ltd be appointed as Owner's Corporation Manager of the Owners Corporation;
- The Owners Corporation execute the written agreement to give effect to this appointment and have two members be authorised to sign the agreement on behalf of the Owners Corporation in accordance with Section 20 of the *Owners Corporations Act 2006*;
- The delegation is subject to the conditions and limitations set out in the Agreement; and
- That upon execution on the Agreement, the Owners Corporation and the Victoria Body Corporate Services Pty Ltd mutually agrees that this Agreement supersedes and cancels all previous delegations and Agreements between the Owners Corporation and Victoria Body Corporate Services Pty Ltd.

Motion 9.	Delegation to Manager	Ordinary Resolution

IT WAS RESOLVED THAT pursuant to Section 11 of the *Owners Corporations Act 2006* the Owners Corporation delegate powers and functions to the Manager as set out in the minutes of this meeting and the Contract of Appointment.

Motion 10.	Confirmation of Insurance	Ordinary Resolution

IT WAS RESOLVED THAT pursuant to part 3 Division 6 of the *Owners Corporations Act 2006*, the Manager continue the cover as per the schedule contained in the explanatory notes in the Notice of Annual General Meeting on all the land and property in which the Owner Corporation has an insurable interest with the current Insurer.

Schedule of Insurance

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
POL11017319	SCI (ALLIANZ)	17 Nov 2025	BUILDING	$6,604,729.00
			CONTENTS	$66,047.00
			PUBLIC LIABILITY	$20,000,000.00
			OFFICE BEARER	$1,000,000.00
			FLOATING FLOORBOARDS	Included
			FLOOD	Included
			VOLUNTARY WORKERS	$200,000.00
			FIDELITY GUARANTEE	$100,000.00
			LOT OWNERS FIXTURES	$300,000.00
			GOVERNMENT AUDIT	$25,000.00
			APPEAL EXPENSES WHS	$100,000.00
			LEGAL DEFENCE	$50,000.00
			LOSS RENT/TEMP ACCOM	$990,709.00
TOTAL PREMIUM: $9,714.00				

Motion 11.	Renewal of Insurance Policy	Ordinary Resolution

IT WAS RESOLVED THAT:

- the Manager arrange for a broker to provide comparative quotations for insurance cover prior to renewal. The Manager is requested to send comparative quotations from the broker to the Committee for its consideration. Should the Committee not respond prior to the due date for renewal, the Manager has a standing direction to place cover with the insurer as recommended by the broker;
- provide informed consent for Body Corporate Brokers as the Insurance Broker, and Victoria Body Corporate Services to obtain quotations from insurers including commission of up to 20% of the Base Premium for placement of insurance, when through the Manager for Owners Corporation Plan No. 10621; and
- further authorises Victoria Body Corporate Services to retain records of this consent on behalf of the scheme for compliance with ASIC regulatory requirements.

Motion 12.	***Insurance Excess Payment***	***Ordinary Resolution***

IT WAS RESOLVED THAT if an excess is applied to any claim made on an insurance policy held by the Owners Corporation, the excess will be payable by the party responsible for the damage and for the avoidance of doubt the following will apply:

- where damage is caused by an event or action on common property or by a shared service and rectification to common property and/or a lot or lots is required because of that action, the Owners Corporation will meet the excess; or
- where damage is caused by an event or action from within a lot or a service specific to one lot, and rectification is required to common property and/or a lot or lots, the Owners Corporation will apply the benefit principle pursuant as set out in Section 24 of the *Owners Corporations Act 2006.* In that the lot/s responsible for the damage will be required to meet the amount of the insurance excess, and that the Owners Corporation may require that the excess is paid either to the Owners Corporation or the contractor undertaking the works prior to works commencing.

Motion 13.	***Common Property Safety***	***Ordinary Resolution***

IT WAS RESOLVED THAT the Owners Corporation instructs the Manager to engage a suitably qualified and insured building consultant to conduct an inspection of the common property and prepare a common property safety report which meets the requirements of the *Occupational Health & Safety Act 2004* identifying any matters on common property which the Owners Corporation is required to attend, to comply with the relevant legislation and safety obligations under common law.

Manager's Note: Quotes will be sourced and passed to the Committee.

Motion 14.	***Asbestos Report & Register***	***Ordinary Resolution***

IT WAS RESOLVED THAT the Manager is to arrange for an asbestos survey of common property to be undertaken and that if any asbestos is found during the survey, the surveyor is to prepare a register of Asbestos Containing Materials, an Asbestos Management Plan and the manager will advise all owners of reports.

If any asbestos is located at the property, the Manager will on behalf of the Owners Corporation, organise installation of a logbook cabinet for the storage of the Register of Asbestos Containing Materials and the Asbestos Management Plan.

Manager's Note: Quotes will be sourced and passed to the Committee.

Motion 15.	***Engagement of Contractors***	***Ordinary Resolution***

IT WAS RESOLVED THAT the Manager is to instruct works to be undertaken on behalf of the Owners Corporation, by contractors who have provided to the Manager details of all insurances and if required, licensing.

Motion 16.	***Approved Minor Works***	***Ordinary Resolution***

IT WAS RESOLVED THAT the Manager is authorised to approve works for non-urgent matters where the cost is anticipated to be less than $2,500.00 inclusive of GST without obtaining the prior approval of the Owners Corporation and arrange payment of the invoice using Owners Corporation surplus funds.

Motion 17.	After Hours Service	Ordinary Resolution
IT WAS RESOLVED THAT pursuant to section 24(2A) of the *Owners Corporations Act 2006* that the Owners Corporation will strike a special levy for the cost of administration and attendance in responding to a call made to the after-hours service provided by the manager where the call is in not in regard to common property but to a lot with the levy apportioned to the caller's lot based upon the benefit principle.		

Item 18.	Committee Report	
There was no Committee Report.		

Motion 19.	Delegation to Committee/Chairperson	Ordinary Resolution
IT WAS RESOLVED THAT the Owners Corporation delegates by these minutes to the incoming elected Committee/Chairperson of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the *Owners Corporations Act 2006* with the exclusion of a unanimous resolution, a special resolution, a resolution at a General Meeting.		

Motion 20.	Election of Owners Corporation Committee/Chairperson of Owners Corporation	Ordinary Resolution
IT WAS RESOLVED THAT in accordance with Sections 98.1 and 100 of the *Owners Corporations Act 2006*, the election of the Owners Corporation Committee/Chairperson of the Owners Corporation takes place and that: • The Chairperson of the meeting announce the names of the candidates already nominated in writing for election to the Owners Corporation Committee; and • The Chairperson of the meeting calls for any oral nominations of candidates eligible/ financial for elections to the Owners Corporation Committee; • The Chairperson of the meeting declares that nominations are closed; • That the number of members to the Owners Corporation Committee or Chairperson of the Owners Corporation be set; • That the elected Committee may determine that notice to be given for committee meeting and is not required to give three (3) days notice as set down in Section 109 of the *Owners Corporations Act 2006*; and • Where a Committee or Chairperson of the Owners Corporation is not elected, the Chairperson of the meeting will advise members that the Owners Corporation is in breach of Part 5 (including Section 98.1) of the Owners Corporations Act and any decision of the Owners Corporation will be determined by Postal Ballot.		

Motion 21.	***Members***

Election of Ordinary Member

Insufficient members were nominated to the Committee of Management therefore the Owners Corporation does not have a Committee.

IT WAS RESOLVED pursuant to Section 98 of the *Owners Corporations Act 2006* to appoint Robert Lee as Chairperson of the Owners Corporation.

IT WAS FURTHER RESOLVED pursuant to Section 99 of the *Owners Corporations Act* 2006 to appoint George Cox as Secretary of the Owners Corporation.

Name	**Unit**	**Details**
George Cox	5	Secretary
Robert Lee	7	Chairperson

Item 22.	***General Business***	

INTERCOMS: Members present discussed that they are looking for a contractor who can retrofit intercoms. The Chairperson/Secretary will reach out to the Manager if they require assistance in sourcing trades.

GATES: Members present discussed that they are looking to install gates at the property. These gates cannot be locked until the intercom works are completed.

PAINTING: Members present discussed painting works for the building. No quotes have been obtained yet – this will be done after the gates are complete.

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 3:14 PM

CJWalker

____

Callum Walker
VICTORIA BODY CORPORATE SERVICES MANAGER
Dated: 29 October 2025

Notice pursuant to Section 78 of the *Owners Corporations Act 2006*

As the general meeting did not have a quorum, Section 78 of the *Owners Corporations Act 2006* determines that the resolutions passed at that meeting are interim resolutions and take effect in accordance with that Section. We set out subsections (78(1) to 78(4) inclusive and draw your attention to Section 78(4).

(1) Subject to subsection (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.

(1A) Subject to subsections (1B) and (1C), the Manager of an Owners Corporation may pass an interim resolution at a general meeting of the Owners Corporation if no lot Owner is present (whether in person or by proxy) at the meeting.

(1B) The Manager must not pass an interim resolution under subsection (1) that—

- (a) affects the contract of appointment of the Manager; or
- (b) involves an amount that is greater than 10% of the annual budget of the Owners Corporation; or
- (c) if the annual budget has not been set for the relevant year, involves an amount that is greater than 10% of the annual budget of the Owners Corporation for the previous year.

(1C) An Owners Corporation, by ordinary resolution, may exclude or alter the power of the Manager to make an interim resolution under subsection (1A).

(2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot Owners within 14 days of the meeting.

(3) The minutes must be accompanied by a notice setting out the effect of subsection (4).

(4) Interim resolutions become resolutions of the Owners Corporation—

- (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
- (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
- (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note

The effect of subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

Information for Owners

Insurance

1. The Building and Public Liability policy is arranged in the name of the Owners Corporation for common property.

2. Most Owners Corporations are also required to insure all of the building affected by the Owners Corporation. Company share and stratum estate service companies are usually required by the company constitution or service agreement to insure all buildings within the development.

3. The policy covers the accidental loss and/or damage to the building and legal liability in relation to Owners Corporation common property.
   The cover does not include wear and tear, or damage arising from inadequate or improper maintenance. An example of excluded cover would be water damage from porous bathroom tiles.

4. The building insurance policy covers damage to fixtures but not fittings.
   The Owners Corporation policy does not extend to cover owner's contents such as furniture, carpets, floating floors, curtains, blinds, light fittings or electrical appliances that are not built in to or integral to the premises. If, for example, a fire causes damage to a kitchen, the Owners Corporation insurance policy covers damage to walls and ceilings, kitchen cupboards, bench tops and built-in appliances such as cook top, wall oven and dishwasher. These items are covered because they are fixtures which are considered part of the building.

   Damage caused to the carpets, curtains and personal furnishings would not be covered under the Owners Corporation policy because those items are fittings, and are specifically excluded even if the loss is caused by the same act that damaged the fixtures. This exclusion extends to personal possessions such as furniture, electrical goods, bedding and clothing.

   Any fixtures or fittings which a tenant is entitled to remove at the end of a tenancy are not part of a building and are not covered by the Owners Corporation building cover. Lot owners should ensure they, or their or tenant, have cover for such items.

5. The public liability policy only covers parties injured on common property where the Owners Corporation is found to be liable.

   Areas of common property are set out in the plan of subdivision and may include stairwells, lifts, lobbies, gymnasiums and swimming pools. The public liability policy does not extend to cover injuries sustained by parties such as owners, visitors and friends which occur inside an apartment, courtyard, on a balcony or terrace, car space or storage unit.

6. All owners, whether resident or absentee, should have appropriate contents insurance policy which includes personal liability cover for injuries sustained inside a unit, the owner's car space or other area within the lot boundary.

7. The loss of rent cover provides compensation if an apartment is rendered uninhabitable due to an event under the policy. For an owner who occupies a premises, this cover provides for rental of a comparable accommodation whilst their lot is uninhabitable. For premises subject to a tenancy agreement, it provides compensation of the rent payable under the agreement during the period the premises are uninhabitable.
   If a building is not insured by the Owners Corporation, the loss of rent cover is not available.

   For this cover to operate there is a requirement that the premises are not fit for habitation, not merely that damage causes inconvenience or a lessened rental opportunity. For example, a fire in a kitchen which damaged part of the kitchen cabinets but did not render an apartment uninhabitable would not give rise to a loss of rent.

8. Any excess applicable to a claim is met by the party making the claim or determined by the committee. If the claim is for damage to common property, the Owners Corporation meets the excess. Where the claim is for damage to a member's unit, the excess is met by the member making the claim.

Owners Portal & Website Information

Website

On our website www.vbcs.com.au you will find useful information relating to your property, background on VBCS and helpful links to make your Strata experience as simple and easy.

Owners Portal

Victoria Body Corporate Services' online portal provides you with free access to all important information about your property 24 hours a day, seven days a week. This information is only accessible to clients of VBCS.

Information for Owners:

- ✓ Minutes of AGM
- ✓ Insurance valuation & report
- ✓ Notices of AGM
- ✓ VBCS Newsletter
- ✓ Registered Rules
- ✓ Account balance & fin. status

Information for Committee Members (in addition to the Owners reports):

- ✓ Financial reports (all owners)
- ✓ Bank balances
- ✓ Aged balance list
- ✓ Committee reports

How can I access the portal?

1) Visit our website at www.vbcs.com.au and click on "Owners Login" on the top right corner.
2) Click "CREATE" and enter your StrataMax ID which is your StrataPay reference number from your levy notice excluding the last digit.
3) Enter your "Password" that has been sent to you by mail.
4) Click "UPGRADE" and follow the instruction to activate your account.

Already have an account?

If you already have a User Account setup; login to your account, click on "My properties" and link your property using the ID and Password you have received via mail.

I have multiple properties, how do I link them to my account?

Please log in to your account and go to "My properties". Link your property using the ID and Password you have received via mail.

What if I can't remember my password?

Please visit www.vbcs.com.au and click on "Owners Login".
On the Sign-In box please click on "Having problems logging in?" to reset your password instantly. The new password will be sent to your email address.

If you encounter any issues regarding the portal we are happy to assist you.

Tel: 03 8531 8100
Email: vbcs@vbcs.com.au

VBCS SMARTER COMMUNITIES
Living better together

MELBOURNE
t. +61 3 8531 8100
e. vic@smartercommunities.com.au

ABN 85 007 034 522
Suite 101, Level 1,
204 Ingles St
Port Melbourne, VIC, 3207

Plan of Subdivision No. RP10621

ABN 70 578 966 798

STATEMENT

T PARAMO
13 CUMBERLAND COURT
FOREST HILL VIC 3131

Transfer Date:
07/09/15

Statement Period			
01 Apr 25 to 26 Aug 26			
A/c No	1	Lot No	1
Page Number	1 of 1	Unit No	1

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward			1,378.57	-1,378.57
01/04/25	Admin Fund	01/04/25 To 30/09/25	I0010408	1,378.57		0.00
21/08/25	Admin Fund	01/10/25 To 31/03/26	I0010422	1,378.57		1,378.57
30/09/25	Receipt	Admin Fund	R0010472		1,378.57	0.00
19/12/25	Special Levy - Admin	16/01/26	I0010436	100.00		100.00
15/01/26	Receipt	Special Levy - Admin	R0010480		100.00	0.00
21/02/26	Admin Fund	01/04/26 To 30/09/26	I0010450	1,428.57		1,428.57
02/04/26	Receipt	Admin Fund	R0010491		1,428.57	0.00
24/08/26	Admin Fund	01/10/26 To 31/03/27	I0010464	1,428.57		1,428.57
				$5,714.28	$4,285.71	$1,428.57

Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE:	$1,428.57
0.00	0.00	0.00	0.00	1,428.57	Date Paid	Amount Paid

STRATAPAY

Tel: 1300 552 311 Ref: 1449 4006 1	**Telephone:** Call this number to pay by credit card. International +613 8648 0158	VISA
www.stratamax.com.au Ref: 1449 4006 1	**Internet:** Visit this website to make a secure credit card payment over the internet.	
www.stratapay.com/ddr Ref: 1449 4006 1	**Direct Debit:** Make auto payments directly from your nominated bank account or credit card.	AMEX

All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.

LOT/UNIT
Lot 1/ Unit 1

17-19 LAMBERT STREET

MANAGED BY
VBCS PTY LTD

STRATAPAY REFERENCE NO.
1449 4006 1

DUE DATE

AMOUNT
$1,428.57

MACQUARIE BANK | DEFT PAYMENT SYSTEMS

Biller Code: 96503
Ref: 301977286 1000 0000 012

Mobile & Internet Banking - BPAY®
Make this payment from your preferred bank account
BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518

Post Billpay
In Person: Pay in-store at Australia Post by cheque or EFTPOS
All cheques must be made payable to: OCP 10621
17-19 LAMBERT STREET RICHMOND 3121

*496 301977286 10000000012

ASTA Building Consultants
0439 059 759
admin@astabuilderreports.com.au
www.astabuilderreports.com.au

Section 137b - Owner Builder Defect Report

This report has been prepared under Section 137b of the Building Act 1993
THIS REPORT IS VALID FOR 6 MONTHS FROM THE DATE OF REPORT
Re-inspection is required after the report expires.

1/17-19 Lambert St Richmond VIC 3121

Date of inspection: 31 August 2026
Date of report: 31 August 2026

Client: Tanin Paramo

Prepared by: Tanya Grabnar
(Registered Architect – 15406)
0439 059 759

Occupancy: Vacant at the time of inspection

Weather conditions: Fine, sunny and dry

Property information: First floor apartment withing a brick three storey walk up apartment building with aluminium window frames

Works constructed as an owner builder within the last 6.5 years, as advised by the property owner includes:

- Kitchen and combined bathroom/laundry renovation

No structural works appeared to be associated with the works listed above

Standard of workmanship At the time of inspection, works appeared to have been completed to a good standard with:

Some	Defects	
No	Incomplete Works	
No	Recycled Building Materials	(as detailed on the following pages)

Documents Provided:
Building Permit: NO
Final Certificate: NO
Permit Drawings: NO
(A building permit was not required for the works listed above)

Contact ASTA Building Consultants with any queries.

The scope of this inspection is strictly confined to the owner builder works listed above, as communicated by the client and have been inspected to give an indication of the standard of works, if they are incomplete or if any obvious rectification or maintenance is required at the time of inspection. Inspection is limited only to construction works listed above and general wear and tear has not been assessed. No assessment has been made on the electrical or plumbing installation as these are outside the scope of work of an owner builders report. This is not a pre-purchase building report or a timber pest report, and both a pre-purchase building inspection and timber pest inspection is recommended. This report is not a guarantee against any defects or incomplete works. This report is not for advising that all work complies with regulations, that should be done by a Building Surveyor's final certificate as part of the building permit process.

Areas not accessible: Foundations, footings, wall and floor substrates, tiling substrates, wall fixings, floor/ceiling void, partu walls, water proofing, water stops, paint substrates

Obstructions and limitations: Appliances and equipment, ceiling linings, fixed furniture – built in joinery, floor coverings, furniture, rugs, stored items, wall linings, door trims, shower screen

0. PHOTOS OF BUILDING WORKS UNDERTAKEN

Kitchen

Bathromom/laundry

Bathroom/laundry

1. DEFECTS

1.01

Location: Bathroom/laundry

Finding: A water stop is a part of the water proofing and is required to finish flush with the tiled flooring in order to enclose the shower area which was not evident at the time of inspection. Additionally, grout had been used at the floor/wall junctions and the tiled wall junctions throughout the bathroom including within the shower area.

1.02

Location: Bathroom/laundry

Finding: The existing timber reveal around the bathroom window was retained which is not consistent with the requirement for the shower enclosure to be waterproofed to a height of 1800mm above the floor substrate.

1.03

Location: Bathroom/laundry

Finding: At the time of inspection, the shower floor appeared to have insufficient fall in places as it was less than the minimum required fall and in one area the tiled floor appeared to flat and without fall.

1.04

Location: Bathroom/laundry

Finding: The fixed shower screen measured 760mm in width which is less than the required 900mm in width. In my opinion, for this shower to comply with regulations a shower door should have been installed to make it an enclosed shower.

2. INCOMPLETE WORKS

No incomplete works were evident at the time of inspection.

3. RECYCLED BUILDING MATERIALS

No recycled building materials were evident at the time of inspection.

4. RECYCLED BUILDING MATERIALS

4.01

Location: Bathroom

Finding: Although electrical installation is outside the scope of work of an owner builders report, the electrical connection of the existing window mounted exhaust fan appeared not to meet the requirements of a shower enclosure.

DISCLAIMER

- This report has been prepared to meet the requirements of Section 137b of the Building Act 1993 and is in no way to be considered a pre-purchase building inspection report. This report cannot be relied upon as evidence of the buildings suitability for purchase or to satisfy a contract of sale under the Sale of Land Act 1962.
- The scope of the inspection and this report is strictly confined to the specific building works explicitly nominated and advised by the Client. Any other visible modifications, additions, or structures on the property that have been advised to have been completed outside the statutory 6.5 year period are outside the scope of this report. It is not the responsibility of the inspector to verify the historical accuracy of any construction works completed.
- This report represents an opinion only on the condition and compliance of the owner builder works. An inspection conducted by a different individual on a different day would most likely result in a different opinion of the works. If the client does not agree with this report, they are under no obligation to use the report and may seek an alternative report.
- Where no building permit has been obtained by the owner, the level of structural compliance is not known and structural adequacy should be confirmed by a structural engineer. Where new structures are fixed into or on top of an existing structure, the structural adequacy of the connection and of the existing structure to carry additional load is unknown and should be confirmed by a structural engineer. Care must be taken not to overload any external timber structure that people are likely to use, particularly where no building permit is in place for the structure.
- Where the full extent of internal wall removal and internal door/wall alterations was not clearly explained either before or during the inspection, the extent of inspection within the roof and subfloor may not have been complete due to misleading information.
- Assessment of compliance of installation of the solid fuel heater was not possible at the time of inspection. Inspection by a person licensed in mechanical services is recommended to confirm compliant installation has occurred.
- The legal point of discharge is not information that is available during inspection and cannot be identified during inspection, hence the compliance of the stormwater discharge does not form part of this report.
- Due to obstructions and limitations at the time of inspection (including painted, lined surfaces and stored items), it could not be determined if dissimilar metals were used in the works. If dissimilar metals are present, accelerated deterioration of metal building materials could result.
- All gutters, including box gutters and gutters covered with gutter guards, need to be maintained and cleared of debris and leaf litter regularly in order to ensure appropriate performance and watertightness of the stormwater system.
- Where surfaces have been painted or where flooring and/or wall linings have been installed, the underlying substrates and preparatory works are concealed and full inspection is not possible. Consequently, the condition of the substrate is unknown, is not part of this report and underlying defects may be obscured and not evident during inspection.
- If a mature tree was identified near the dwelling during inspection. Tree roots can cause movement and damage to buildings, so the building should be monitored regularly for signs of any movement or damage.
- Grout and flexible sealant to all wet areas and external balconies should be monitored regularly and maintained as required to ensure appropriate performance and longevity of the area
- It could not be determined at the time of inspection if safety glass was installed to shower screens that did not display a permanent mark on the glass surface to confirm the use of safety glass to Australian Standards.
- The method and compliance of waterproofing to wet areas cannot be determined by a visual inspection. The water proofing method is not accessed as part of this report.
- Where trims and/or shower frames are present in a bathroom renovation, water stops to wet areas could not be assessed for compliance with the Building Code of Australia by a visual inspection due to concealment.
- Where a new rangehood was installed, its make and model was not provided and it was not vented to outside air, it cannot be determined if it was a recirculating type of rangehood.
- Unless listed as works completed, painting and loose floor finishes (carpet and floating floors) are not required as part of an owner builder 137b report and as such these works have not been assessed during inspection.
- Where extensions, new dwellings or a roof structure has been constructed, assessment was not made on the property's total permeable area or on the property's total built area and compliance with these regulations.
- Where a property is vacant, the amenities have not been used under normal conditions and moisture issues may not be evident or detectable at the time of inspection as a result.
- Any extension or new build has not been assessed for compliance against energy requirements, termite or bushfire requirements.
- If a garage or carport conversion to habitable areas has occurred, the construction any existing concrete slab and its compliance with AS 2870, the energy compliance of the dwelling given the increase in habitable areas, if the new works were appropriately constructed in order to prevent timber pests or if the wall and ceiling framing were done in accordance with regulations could not be checked.

TERMS AND CONDITIONS

Scope of the Report

1. The scope of this report is strictly limited to works identified as having been undertaken by the owner- builder, as described in the drawings provided to ASTA Building Consultants (hereinafter referred to as "the Inspector") or as communicated by the Client (Vendor) acting as an owner-builder.

2. This report does **not** cover:
   a. Parts of the building unrelated to the identified owner-builder works.
   b. Works not disclosed to the Inspector by the owner-builder.
   c. Existing or original parts of the structure or improvements that predate the owner-builder's involvement.
   d. Maintenance or repair works involving replacement with similar materials (e.g., repainting or basic maintenance activities).
   e. Non-structural works such as landscaping, fencing, retaining walls, or driveways, unless these are integral to the disclosed owner-builder works or otherwise require a building permit.
   f. Wear and tear of the building works

3. Only the specific owner-builder works explicitly listed in this report and completed within the past 6.5 years have been assessed. Any other works or aspects of the property do not form part of this report.

Disclaimer of Liability

4. This report is prepared solely for the purposes of assessing the disclosed owner-builder works as of the date of inspection. It is provided based on a **reasonable visual inspection only** and under the weather conditions prevailing at the time of inspection.

5. **No warranty or guarantee**:
   a. This report is not a guarantee or warranty that all faults, defects, or non-compliance issues have been identified.
   b. This report is not an assurance that the inspected works are free of latent defects, faults, or deficiencies.
   c. Any future issues, defects, or failures arising in the building are not covered by this report.

6. The Client (Vendor) is solely responsible for any defects, failures, or liabilities relating to the owner- builder works identified in this report.

7. The Inspector shall not be liable for:
   a. Any undetected or concealed defects.
   b. Defects or issues arising after the date of inspection due to normal wear and tear, inadequate maintenance, or structural degradation.
   c. Any reliance by third parties on this report without prior written consent from ASTA Building Consultants.

Inspection Limitations

8. The inspection is non-invasive and limited to areas fully accessible and visible at the time of inspection. This includes, but is not limited to:
   a. No structural components concealed by walls, floors, ceilings, or stored goods were examined.
   b. No destructive testing was performed.
   c. No removal or disturbance of materials, fixtures, or fittings was undertaken.

9. Inspections of the following elements are specifically excluded or limited:
   a. Roof spaces, subfloors, and inaccessible areas beyond what can reasonably be accessed through manholes or other standard entry points using a ladder of up to 3.6 metres.
   b. Plumbing, gas appliances, and electrical systems, which must be inspected by licensed professionals.
   c. Pest activity (e.g., termites or borers), which requires assessment by a licensed pest inspector.
   d. Asbestos or other hazardous materials, which require investigation by a qualified specialist.
   e. Flood risk, soil contamination, or foundation integrity, which should be independently verified by engineering or geotechnical professionals.

10. Observations made regarding any systems or areas not within the Inspector’s expertise, including electrical, plumbing, and gas systems, are provided as general opinions and do not constitute professional certification.

Limitations of Assessment

11. The report does not address defects or compliance with permits, regulations, or statutory requirements, including but not limited to:
    a. Compliance with building permits or final inspections conducted by a relevant building surveyor.
    b. Alterations or modifications to the building not disclosed to the Inspector.
    c. Minor maintenance issues such as cosmetic flaws, minor cracking, or operational issues with doors or windows caused by normal settling or shrinkage.

12. This report reflects the condition of the property as of the date of inspection. It does not guarantee against future deterioration, defects arising from inadequate maintenance, or failures due to external factors, including extreme weather events.

Indemnity and Third-Party Use

13. This report is prepared for the sole use of the Client (Vendor). Any unauthorised distribution, reliance, or use of the report by third parties is prohibited. The Client agrees to:
    a. Indemnify ASTA Building Consultants against any claims, losses, or liabilities arising from unauthorised use of this report.
    b. Ensure that prospective buyers or third parties relying on the report acknowledge its limitations and disclaimers.

14. If this report is provided to third parties (e.g., buyers) under legislative requirements, such provision shall not constitute a waiver of the limitations or indemnities contained herein.

15. No responsibility is accepted to any third party.

Validity

16. This report remains valid for six months from the date of inspection. Building conditions and circumstances may change, necessitating a re-inspection.

17. The Inspector accepts no liability for defects or changes arising after the date of inspection or for reports relied upon beyond the stated validity period.

General Provisions

18. Any disputes regarding the content or interpretation of this report must be raised in writing within 14 days of receipt of the report.

19. This report is copyright-protected and remains the intellectual property of ASTA Building Consultants. Unauthorised reproduction or distribution is strictly prohibited.

20. By using this report, the Client acknowledges and agrees to these terms and conditions.

Additional Terms and Recommendations

21. This report is conditional upon the accuracy and completeness of information provided by the Client (Vendor) or their agents. Concealed defects or incomplete disclosure may limit its accuracy.

22. Moisture or water penetration issues are dependent on weather conditions at the time of inspection. We recommend monitoring affected areas over time and conducting detailed waterproofing assessments where necessary.

23. We strongly recommend special-purpose inspections for elements outside the scope of this report, including but not limited to:
    1. Waterproofing in wet areas.
    2. Electrical, plumbing, and gas systems.
    3. Load-bearing timber structures such as balconies and decks.
    4. Asbestos or hazardous materials, especially in properties built before 1988.

End of Report