CONTRACT OF SALE OF REAL ESTATE

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

Property Address: UNIT 104 100 NICHOLSON STREET BRUNSWICK EAST VIC 3057

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 -

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER …… on …..../…..... /20…...

Print name of person signing: ……

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

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

SIGNED BY THE VENDOR…… on …..../…..... /20……

Print name of person signing LILY LEE LEE YONG and TUNG KIN TANG

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period Section 31
Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that your sign the contract if none of the exceptions listed below applies to you.
You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.
You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; 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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

XYNERGY REALTY – ALTONA
114-116 QUEENS STREET ALTONA VIC 3018

Tel: 0414 241 168 Fax: Ref: ENDRU YAO Email: endru@xynergy.com.au

VENDOR **LILY LEE LEE YONG and TUNG KIN TANG**

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

EASY LINK CONVEYANCING
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-26/39427 Email: settlement2@easylinkconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 7 & 13) The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11694/660	104	PS 725488X

The Land includes all improvements and fixtures.

PROPERTY ADDRESS The address of the land is:
Unit 104 100 Nicholson Street Brunswick East Vic 3057

GOODS SOLD WITH THE LAND (general condition 6.3(f)) All fixed floor coverings, light fittings, window furnishings and 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)

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

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business'** or '**going concern'** in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

SETTLEMENT (general condition 17 & 26.2)

Is due on

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

- the above date; or
- 14 days 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 words '**subject to lease**' appear in this box: SUBJECT TO LEASE

in which case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease are:
Residential tenancy agreement for a fixed term ending
Periodic residential tenancy agreement determinable by notice
Lease for a term ending…….with…….option to renew, each of…… years

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions: ----------

LOAN (general condition 20) – **NOT APPLICABLE AT AUCTION**

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount: $

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

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

1. Purchaser's inspection and investigation.

1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:

1.1.1 Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.

1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.

1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and

1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.

1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

WARRANTY BY VENDOR

1.2 The Vendor gives no warranty:

1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.

1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use

1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations

1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.

1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering this Contract.

CLAIMS BY PURCHASER

1.4 The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:

1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.

1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.

1.4.3 The nature of quality and classification of the soil and subsoil of the land.

1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

2. Nomination

General condition 4 of the contract of sale is added:

2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable 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.

2.2 The nominee must pay to the Vendor's representative an amount of $220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to the nomination request.

3. Extension/Variation request

The Purchaser must pay to the Vendor's representative an amount of $220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to each extension or variation to the finance approval date, deposit payment due date, or settlement date, as requested by the Purchaser and consented to by the Vendor. This payment is payable at the time of settlement for each request made.

4. Rescheduled Settlement

4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.
4.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of $220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.

5. Adjustments

5.1 The Purchaser is responsible for ensuring the Statement of Adjustments and all relevant certificates are prepared by their representative and delivered to the Vendor's representative no later than 3 business days preceding the settlement date
5.2 Should there be a delay by the Purchaser in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the Contract. As a result of this default, the Purchaser will incur an administration fee of $220.00 (inclusive of GST) payable to the Vendor's representative for the delay.

6. Duties Form

6.1 The Duties Form must be completed and provided to the vendor's conveyancer no later than 5 business days prior to the settlement date.
6.2 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and must pay to the Vendor's representative an administration fee of $220.00 (inclusive of GST).
6.3 If any requests for amendments in the Duties Form made within 3 business days of the settlement date that require the parties to re-sign, the Purchaser must pay to the Vendor's representative an administration fee of $110.00 (inclusive of GST) for each amendment.

7. Default not remedied

General conditions 35.4 of the contract of sale is added:
Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

7.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
7.2 Penalties, interest, and charges incurred as a result of not being settle a purchase of another property; and
7.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

8. Amendments

General Condition 6.1 is amended by deleting the words "in the month and year set out the header of this page" and adding the word "latest" which reads as follows "The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the latest form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd".

9. GC 23 – special condition

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 applies.

10. GC 28 – special condition

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

Contract of Sale of Land - 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 be half, 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 nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

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

11. RELEASE OF SECURITY INTEREST

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

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

date for settlement.

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

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

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

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

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

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

as though the purchaser was in default.

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

general condition 11.14 applies despite general condition 11.1.

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

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 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 deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment 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 lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

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

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

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

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgment 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 lodgment network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgment 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 lodgment.

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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 lodgment 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.

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

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

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

settlement on the property.

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

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

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

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

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

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

payment of the amount.

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service'

have corresponding meanings.

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.....)

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	LILY LEE LEE YONG and TUNG KIN TANG
Property:	UNIT 104 100 NICHOLSON STREET BRUNSWICK EAST VIC 3057

VENDORS REPRESENTATIVE
EASY LINK CONVEYANCING
Shop
328 Main Road East
ST ALBANS VIC 3021

Tel: 03 9364 1133
Fax: 03 9364 0022
Email: settlement2@easylinkconveyancing.com.au

Ref: HN-26/39427

32A FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

(a) Their total does not exceed: $5,000 plus Owners Corporation fee(s)

(b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

(c) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
- Not Applicable

(d) The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024
- See attached certificate

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction 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 of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: MERRI-BEK PLANNING SCHEME
Responsible Authority: MERRI-BEK CITY COUNCIL
Zoning: MUZ - Mixed Use Zone
Planning Overlay/s: See attached reports

32D NOTICES

(a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) The Vendor is not aware of any 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.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

(a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
(b) In any other case, a copy of -
(i) the last conveyance in the Chain of Title to the land; or
(ii) any other document which gives evidence of the Vendors title to the land.
(c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
(d) In the case of land that is subject to a subdivision -
(i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
(ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
(e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
(i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
(ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
(iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
(iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
(f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
(i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
(ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT

UNIT 104 100 NICHOLSON STREET BRUNSWICK EAST VIC 3057

DATE OF THIS STATEMENT / / /20

Name of the Vendor

LILY LEE LEE YONG and TUNG KIN TANG

Signature/s of the Vendor

x

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT / / /20

Name of the Purchaser

Signature/s of the Purchaser

x

Material Facts - Sale of Land Act 1962 - Section 12(d)

A "material fact" is a fact that a possible purchaser would care about when deciding whether or not to buy land, or that could make a purchaser decide to buy land at a certain price. It's important for the seller or agent to tell potential purchasers anything important about the property that they might not know, even after looking at it. This is to make sure that the deal is fair and transparent.

Please respond to the following queries in accordance with Section 12(d) of the Sale of Land Act of 1962:

1. Tests or investigations in the past have shown (or the vendor or agent already knows about) a problem with the building's structure, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation), or contamination from the land's prior use;
   ☐ **Yes** / ☑ **No**. If Yes, please specify:

2. The underlying cause of an obvious physical defect is not easy to see during the inspection (for example, a big crack in a wall would be obvious to a purchaser during the inspection, but the reason for the crack, like bad stumping, might not be);
   ☐ **Yes** / ☑ **No**. If Yes, please specify:

3. There has been a significant event at the property, including a flood, or a bushfire;
   ☐ **Yes** / ☑ **No**. If Yes, please specify:

4. There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes
   ☐ **Yes** / ☑ **No**. If Yes, please specify:

5. There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans);
   ☐ **Yes** / ☑ **No**. If Yes, please specify:

6. Facts about the neighbourhood around the property that might not be obvious at first inspection, such as sinkholes, surface subsidence, or plans for development, that are likely to affect how the property is used and enjoyed more than the usual disturbances and inconvenient things that come with living on land of this kind and in this area;
   ☐ **Yes** / ☑ **No**. If Yes, please specify:

7. Building work or other work done without a required building permit, planning permit or that is otherwise illegal;
   ☐ **Yes** / ☑ **No**. If Yes, please specify:

8. The property, either now or in the past, has been the site of a serious crime or an event that might cause long-term risks to the health and safety of the people living there, such as: extreme violence such as a homicide
   - use for the manufacture of substances such as methylamphetamine, or
   - a defence or fire brigade training site involving the use of hazardous materials.

   ☐ **Yes** / ☑ **No**. If Yes, please specify:

9. Enhancements or improvements made to a property such as renovations, substantial repairs, etc.
   ☐ **Yes** / ☑ **No.** If Yes, please specify:

10. Any other specific facts known by the vendor (or the vendor's agent, including an estate agent) to be important to a specific purchaser;
    ☐ **Yes** / ☑ **No**. If Yes, please specify:

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

VOLUME 11694 FOLIO 660 Security no : 124131343850Y
Produced 15/01/2026 09:00 AM

LAND DESCRIPTION

Lot 104 on Plan of Subdivision 725488X.
PARENT TITLE Volume 09157 Folio 761
Created by instrument PS725488X 02/08/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
LILY LEE LEE YONG
TUNG KIN TANG both of 2 /486 BUNNERONG ROAD MATRAVILLE NSW 2036
AN074341W 05/09/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN074342U 05/09/2016
OVERSEA-CHINESE BANKING CORPORATION LTD
TRANSFER OF MORTGAGE AR507590F 1/10/2018

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

DIAGRAM LOCATION

SEE PS725488X 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 104 100 NICHOLSON STREET BRUNSWICK EAST VIC 3057

ADMINISTRATIVE NOTICES

AQ481352U NOMINATION TO PAPER INST. 24/11/2017
eCT Nominated to Transfer By Mortgagee TO National Australia Bank Limited

eCT Control 16667Y GADENS LAWYERS
Effective from 01/10/2018

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS725488X

DOCUMENT END

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PLAN OF SUBDIVISION

EDITION 1

PS 725488X

LOCATION OF LAND

PARISH: JIKA JIKA

CROWN PORTION: 105 (PART)

TITLE REFERENCE: Vol.9157 Fol.761

LAST PLAN REFERENCE: LOT 1 ON LP 41369

POSTAL ADDRESS: (at time of subdivision) **100 NICHOLSON STREET, BRUNSWICK EAST, 3057.**

MGA CO-ORDINATES: (of approx centre of land in plan) **E: 322 110** **N: 5 817 915** ZONE: **55** GDA 94

Council Name: Moreland City Council

Council Reference Number: SC/2015/259
Planning Permit Reference: SP/2015/216
SPEAR Reference Number: S071955C

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988
Has been made and the requirement has been satisfied at Certification

Digitally signed by: Graeme Bruce Linsell for Moreland City Council on 06/07/2016

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON

NOTATIONS

DEPTH LIMITATION: Does not apply

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.
Planning Permit No.

This survey has been connected to permanent marks No(s).
In Proclaimed Survey Area No.

THE PARTS OF LOTS IN DIAGRAM 1 ON SHEET 2 HEREIN MARKED THUS * ARE LIMITED IN HEIGHT TO 2.50m ABOVE THE FLOOR LEVEL OF THE BASEMENT.

NOTATIONS

COMMON PROPERTY No.1 IS ALL THE LAND ON THE PLAN EXCEPT THE LAND IN LOTS 1 TO 6, 101-109, 201-209 & 301-306.

BOUNDARIES SHOWN BY THICK CONTINUOUS HATCHED LINES ARE DEFINED BY BUILDINGS.
LOCATION OF BOUNDARIES:
MEDIAN : BOUNDARIES OF LOTS MARKED M
FACE OF WALLS, FLOORS AND CEILINGS : ALL OTHER BOUNDARIES AFFECTED.

HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALL, FLOOR OR CEILING IS CONTAINED IN THAT PARCEL.

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS

FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE PART OF COMMON PROPERTY No.1. THE POSITION OF THESE DUCTS AND SHAFTS HAS BEEN OMITTED FROM THE DIAGRAMS CONTAINED HEREIN.

THE CARRIAGEWAY EASEMENT E-1 IS FOR THE PURPOSE OF INGRESS & EGRESS OF THE CAR STACKING MECHANISMS ONLY.
** LIMITED TO HEIGHT & DEPTH - SEE CROSS SECTIONS X-X' & Y-Y'.

EASEMENT INFORMATION

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

SECTION 12(2) APPLIES TO ALL THE LAND IN THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	** CARRIAGEWAY (Limited to height & depth)	SEE PLAN	THIS PLAN	RELEVANT ABUTTING LOT BELOW

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INC. KEARNEY & TYRRELL SURVEYING
53 Rose Street , Essendon 3040
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F 9331 4366 W www.vland.com.au

SURVEYORS FILE REF: **15382** VERSION 6 23/06/2016

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 9 SHEETS

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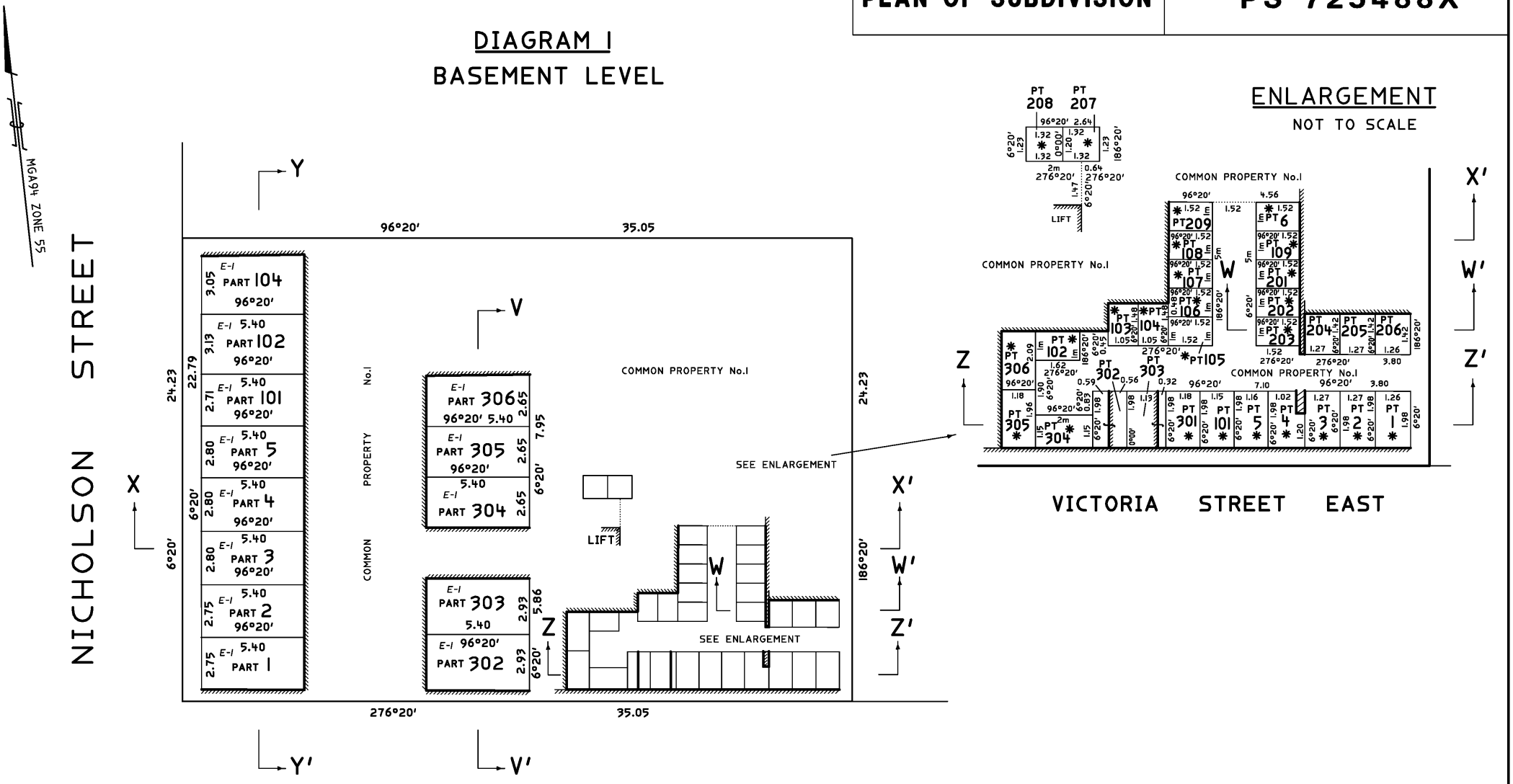
PLAN REGISTERED
TIME: 2:30pm DATE: 2/08/2016
R.Bissell
Assistant Registrar of Titles

PLAN OF SUBDIVISION

PS 725488X

DIAGRAM 1

BASEMENT LEVEL



ENLARGEMENT

NOT TO SCALE

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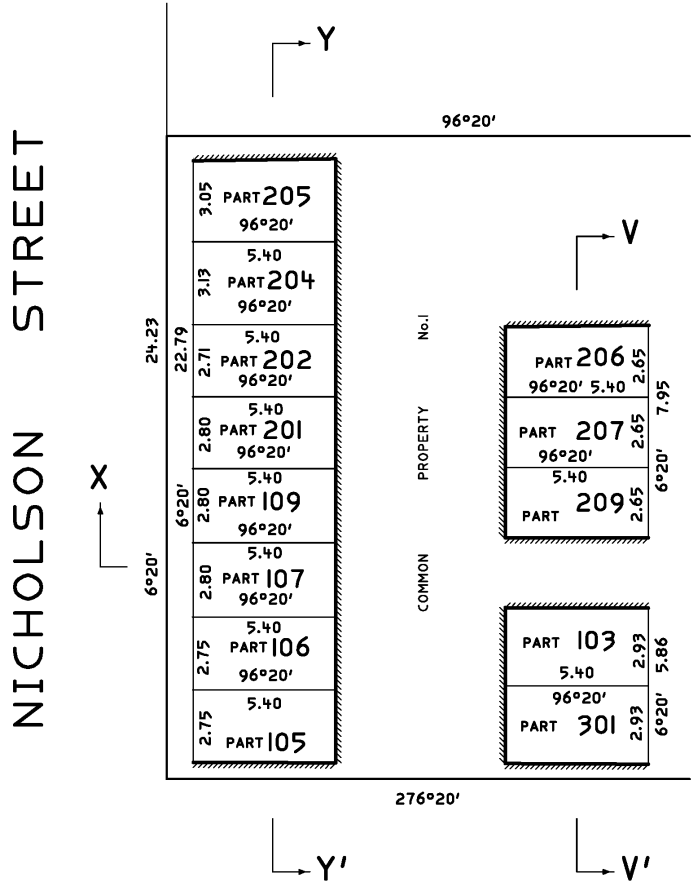
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PLAN OF SUBDIVISION	PS 725488X

DIAGRAM 2

LOWER BASEMENT LEVEL



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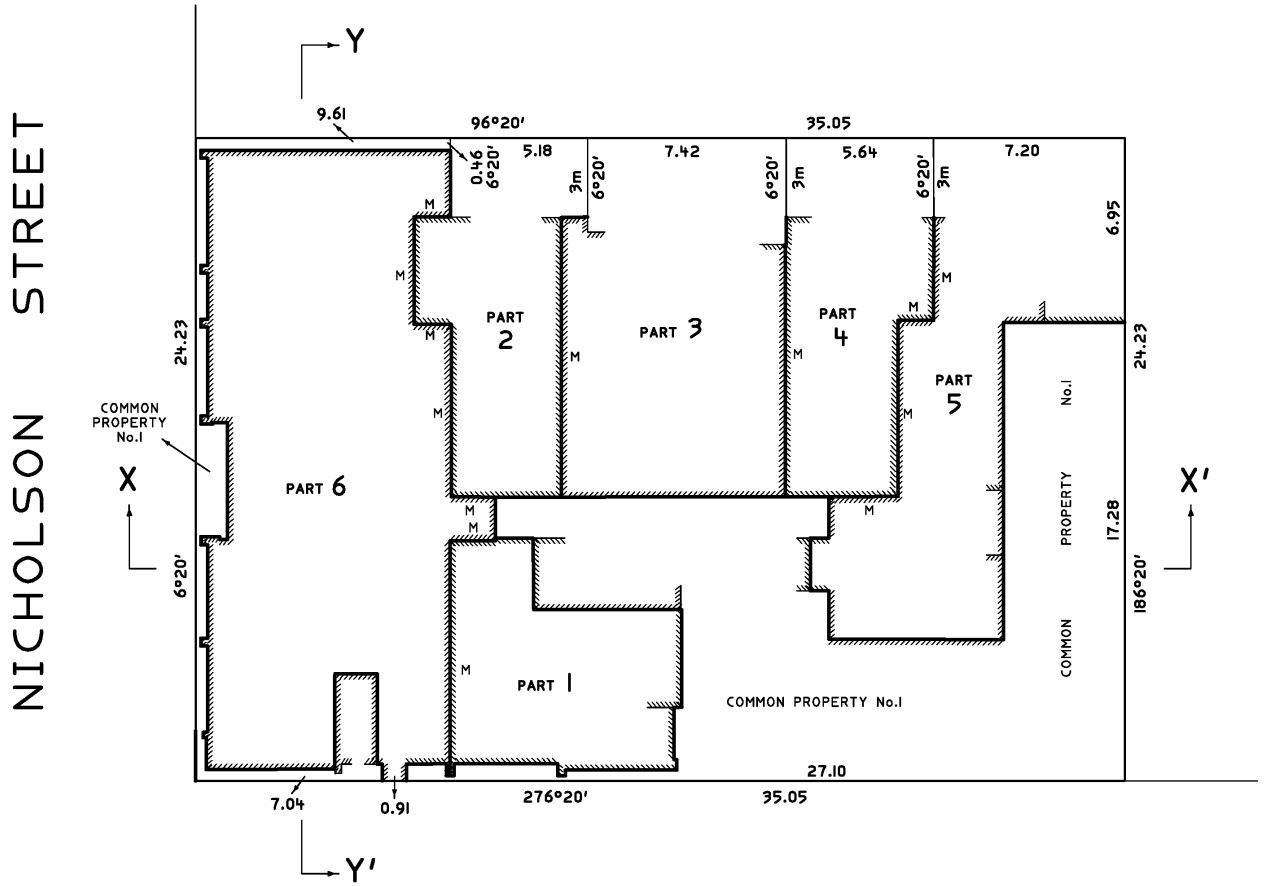
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PLAN OF SUBDIVISION

PS 725488X

MGA94 ZONE 55

DIAGRAM 3
GROUND LEVEL



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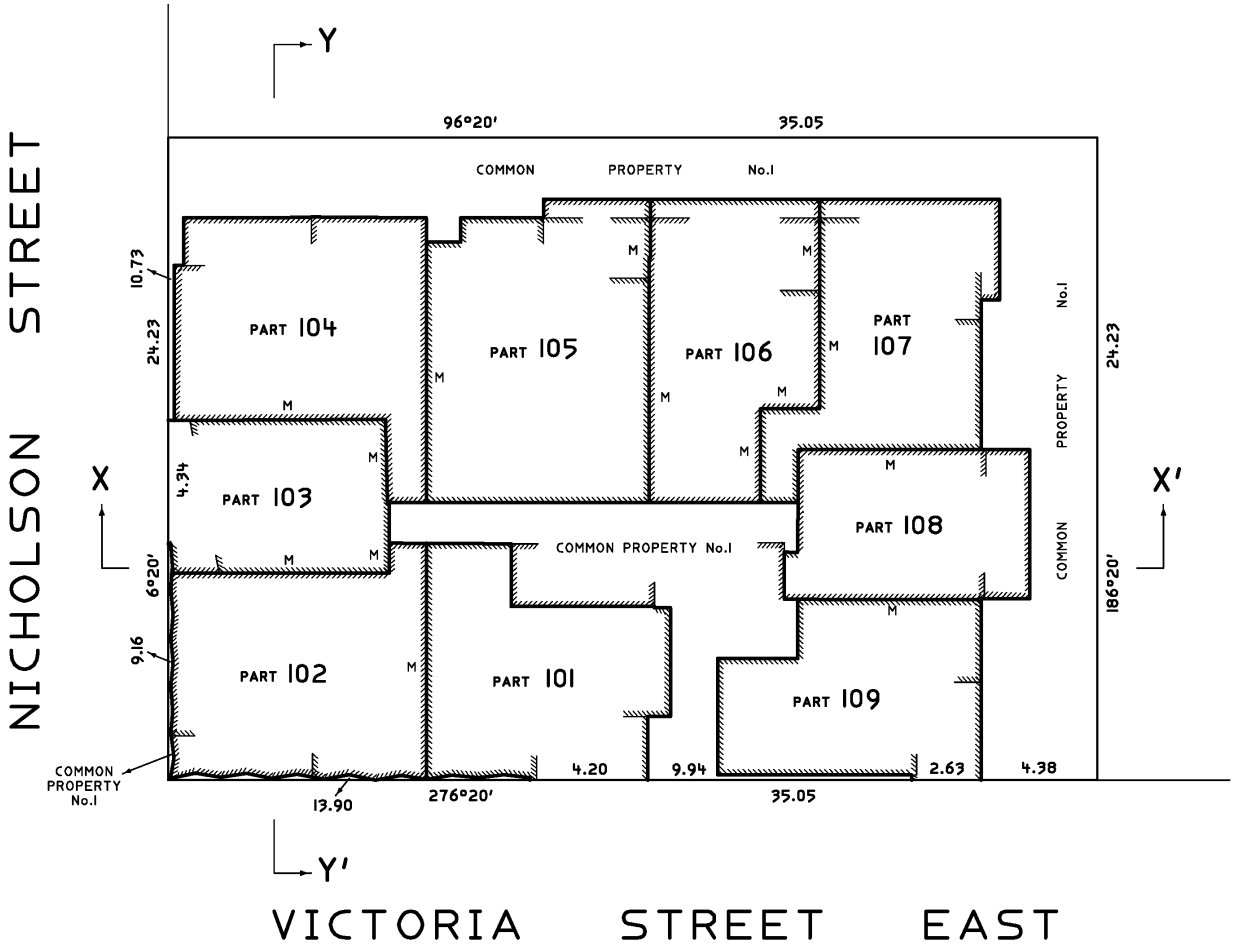
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PLAN OF SUBDIVISION

PS 725488X

DIAGRAM 4
FIRST LEVEL



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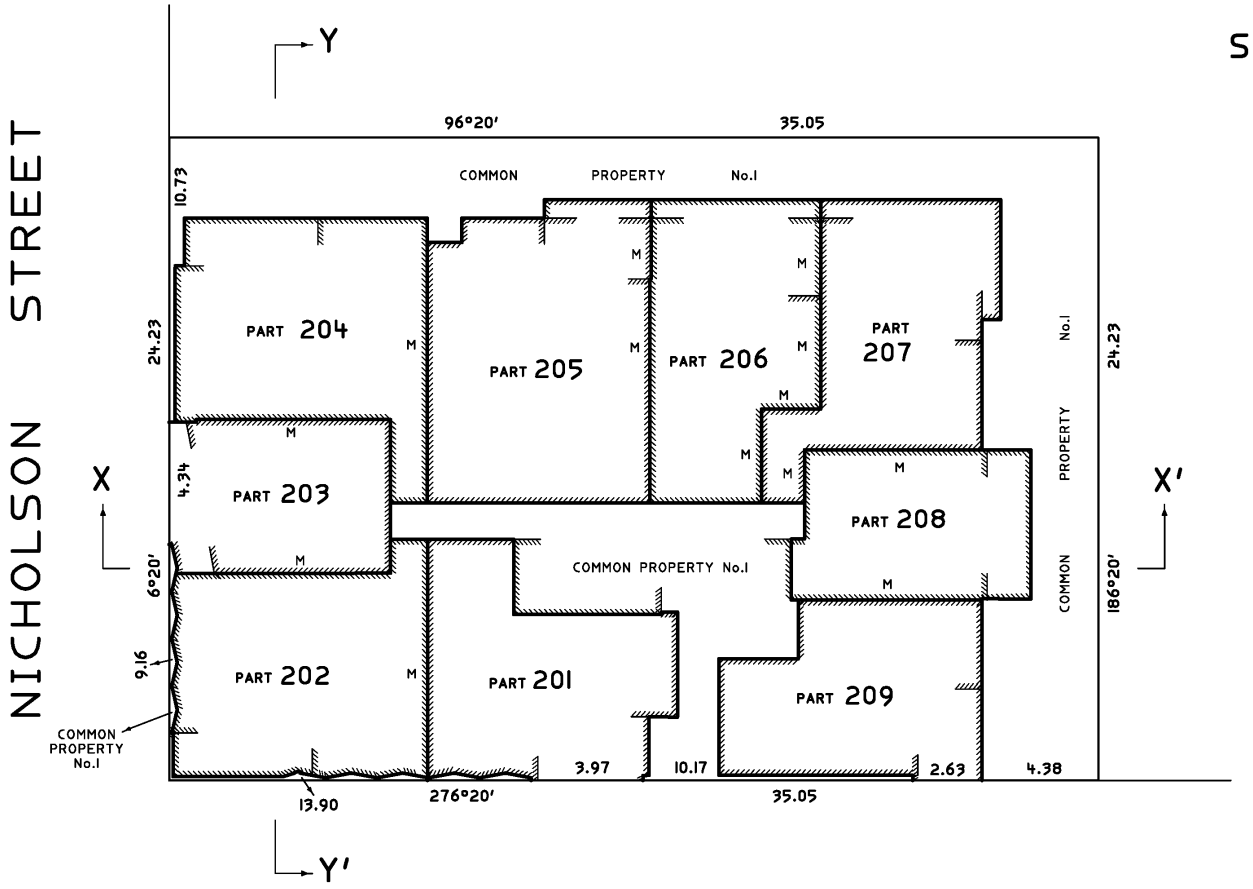
PLAN OF SUBDIVISION

PS 725488X

MGA94 ZONE 55

DIAGRAM 5

SECOND LEVEL



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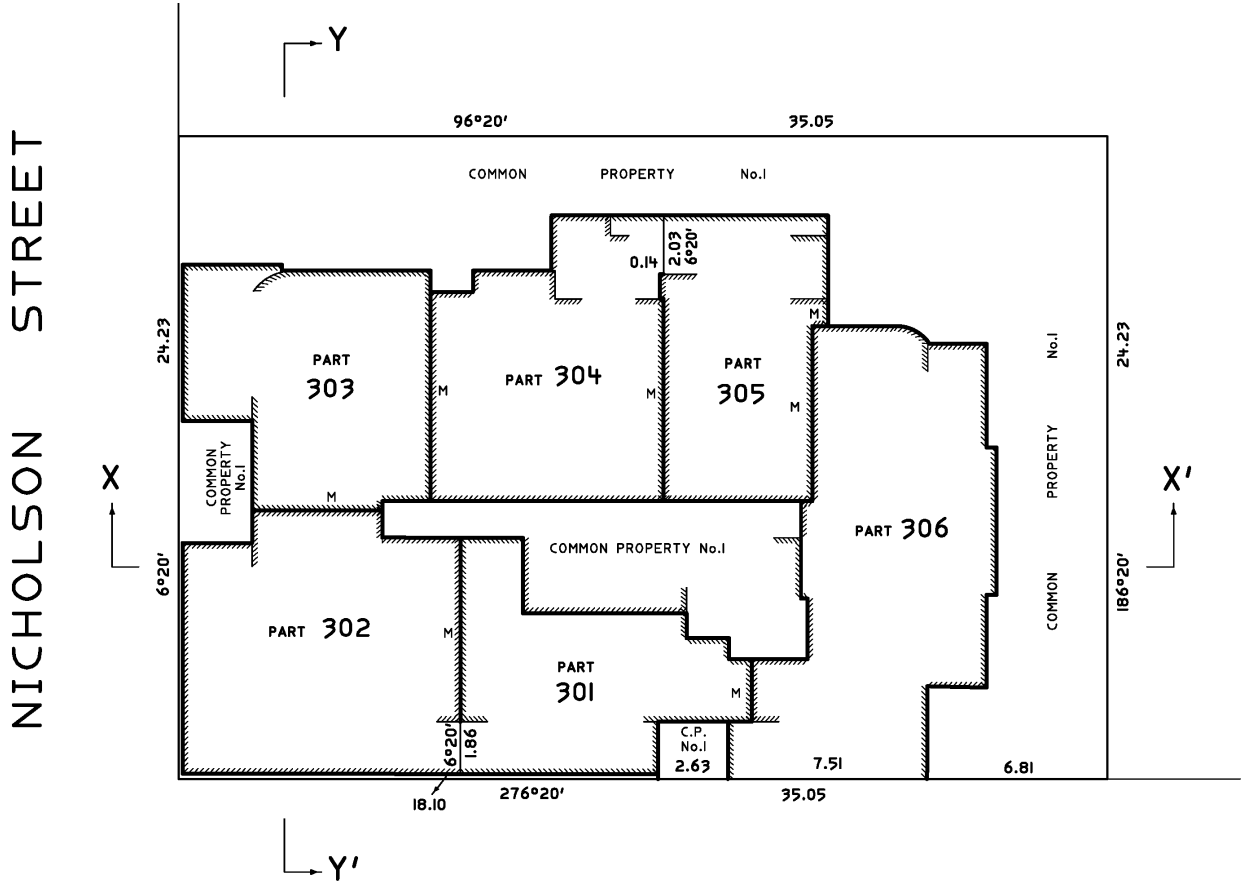
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PLAN OF SUBDIVISION | PS 725488X

MGA94 ZONE 55

DIAGRAM 6
THIRD LEVEL



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PLAN OF SUBDIVISION

PS 725488X

DIAGRAM 6

X-X' CROSS SECTION

(NOT TO SCALE)

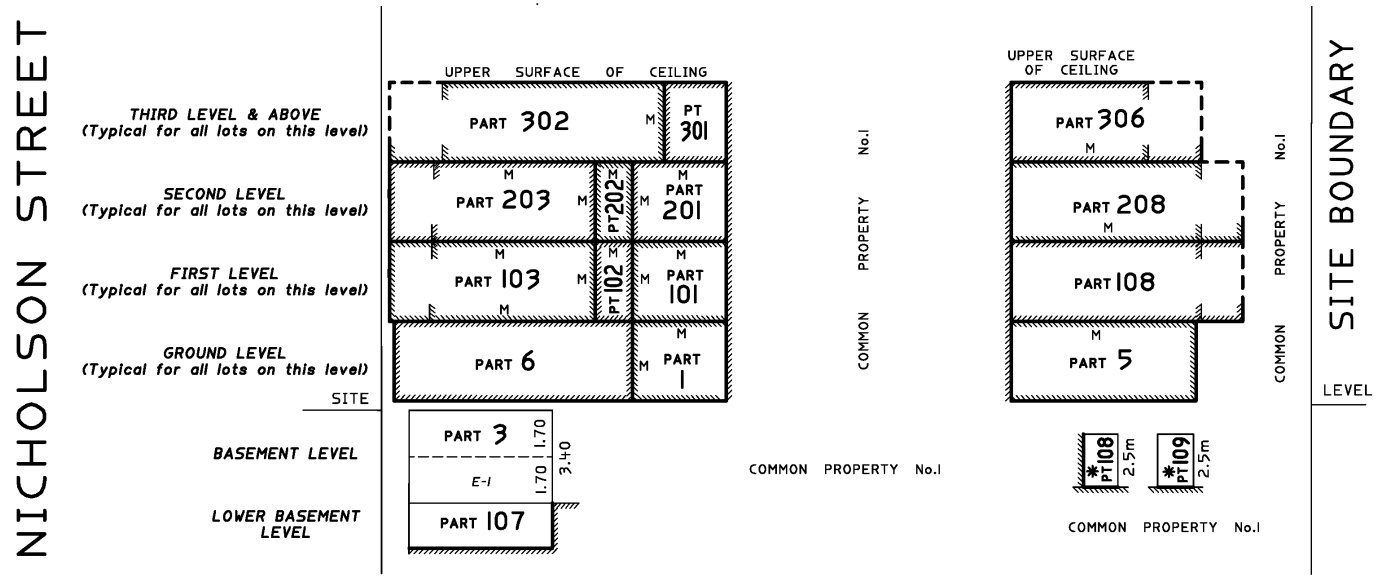
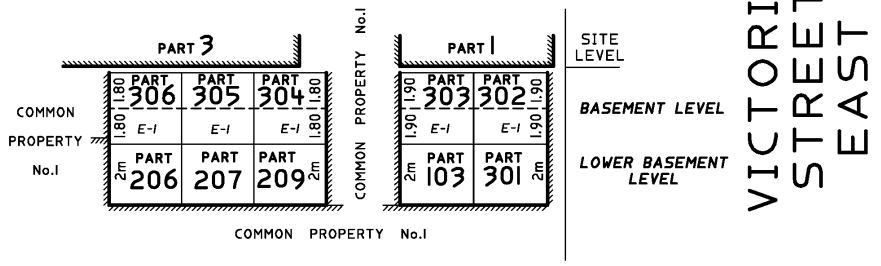


DIAGRAM 10

V-V'' CROSS SECTION

(NOT TO SCALE)



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DIAGRAM 7

Y-Y' CROSS SECTION

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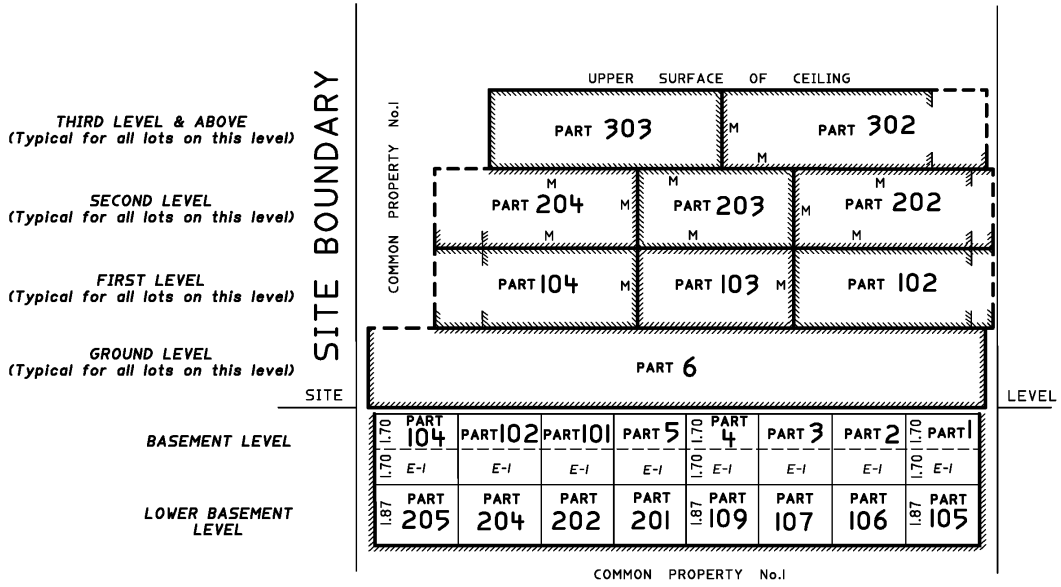


DIAGRAM 8

W-W' CROSS SECTION

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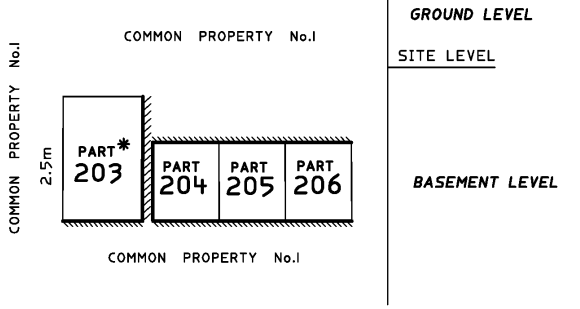
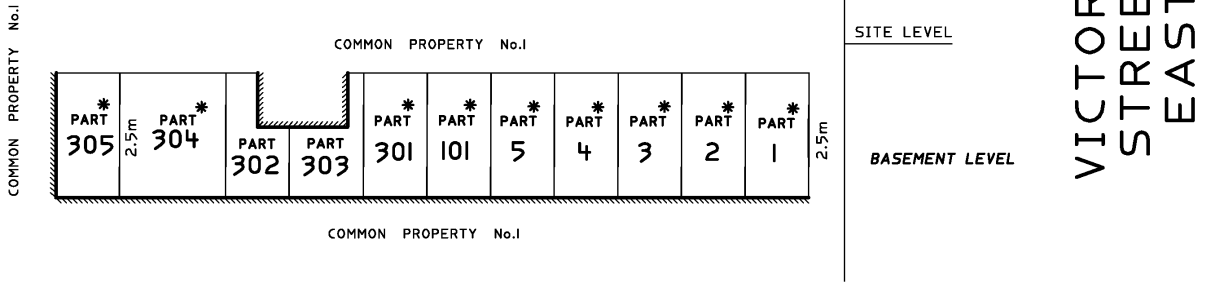


DIAGRAM 9

Z-Z' CROSS SECTION

(TYPICAL FOR LOTS MARKED THUS *.
(NOT TO SCALE)



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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS725488X

The land in PS725488X is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 6, 101 - 109, 201 - 209, 301 - 306.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
LEVEL 9 3 BOWEN CRESCENT MELBOURNE VIC 3004

AU198517G 21/04/2021

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:
1. OC031434Q 02/08/2016

Additional Owners Corporation Information:
OC031433S 02/08/2016

Notations:
NIL

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	180	230
Lot 2	180	230
Lot 3	290	370
Lot 4	180	230
Lot 5	270	350
Lot 6	90	90

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS725488X

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 101	180	230
Lot 102	200	260
Lot 103	150	200
Lot 104	200	260
Lot 105	260	340
Lot 106	180	230
Lot 107	190	240
Lot 108	160	210
Lot 109	180	230
Lot 201	210	260
Lot 202	220	280
Lot 203	170	210
Lot 204	210	260
Lot 205	270	340
Lot 206	190	240
Lot 207	190	240
Lot 208	160	210
Lot 209	200	260
Lot 301	190	190
Lot 302	220	220
Lot 303	220	220
Lot 304	220	220
Lot 305	190	190
Lot 306	250	250
Total	**6000.00**	**7290.00**

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.

Secure Electronic Registries Victoria (SERV), Email: advice.enquiries@servictoria.com.au
, DX 210189
ABN 86 627 986 396

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 16 January 2026 12:35 PM

PROPERTY DETAILS

Address:	**104/100 NICHOLSON STREET BRUNSWICK EAST 3057**
Lot and Plan Number:	**Lot 104 PS725488**
Standard Parcel Identifier (SPI):	**104\PS725488**
Local Government Area (Council):	**MERRI-BEK** www.merri-bek.vic.gov.au
Council Property Number:	**1000041715**
Planning Scheme:	**Merri-bek** Planning Scheme - Merri-bek
Directory Reference:	**Melway 30 A8**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**BRUNSWICK**

OTHER

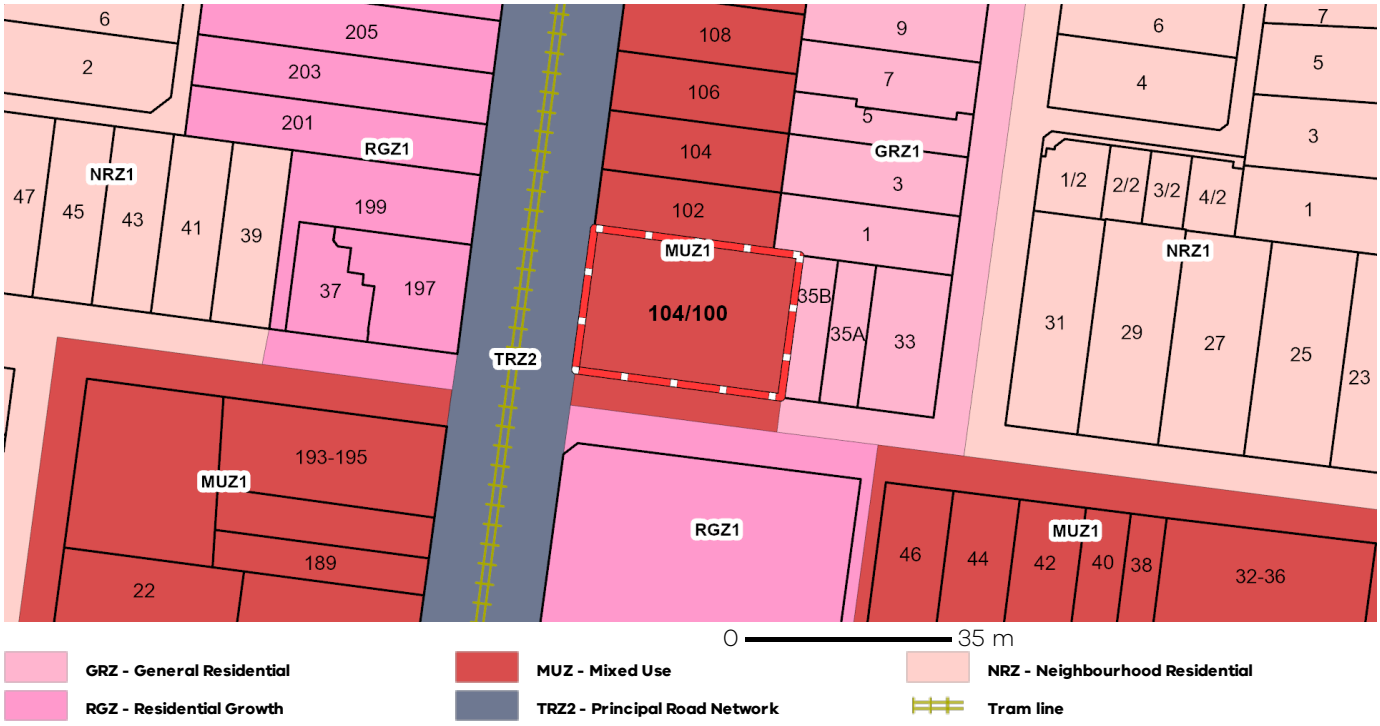
Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria**

View location in VicPlan

Planning Zones

MIXED USE ZONE (MUZ)

MIXED USE ZONE - SCHEDULE 1 (MUZ1)



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

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

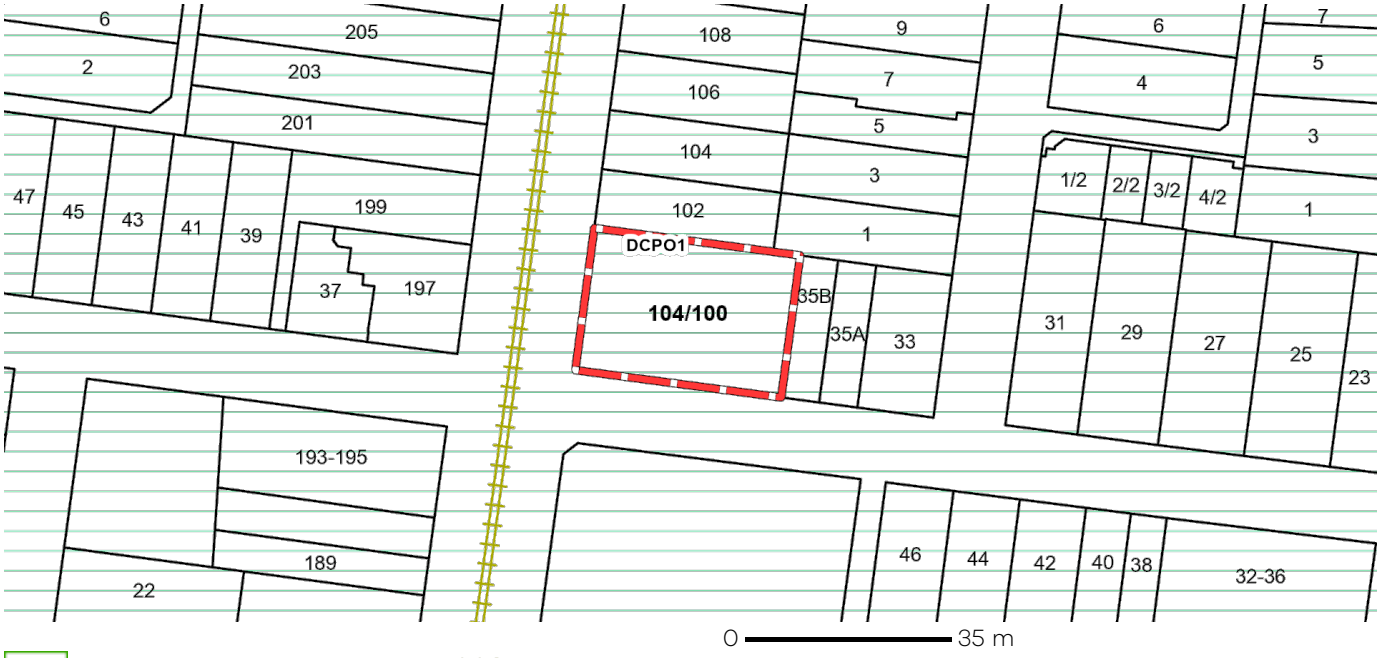
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



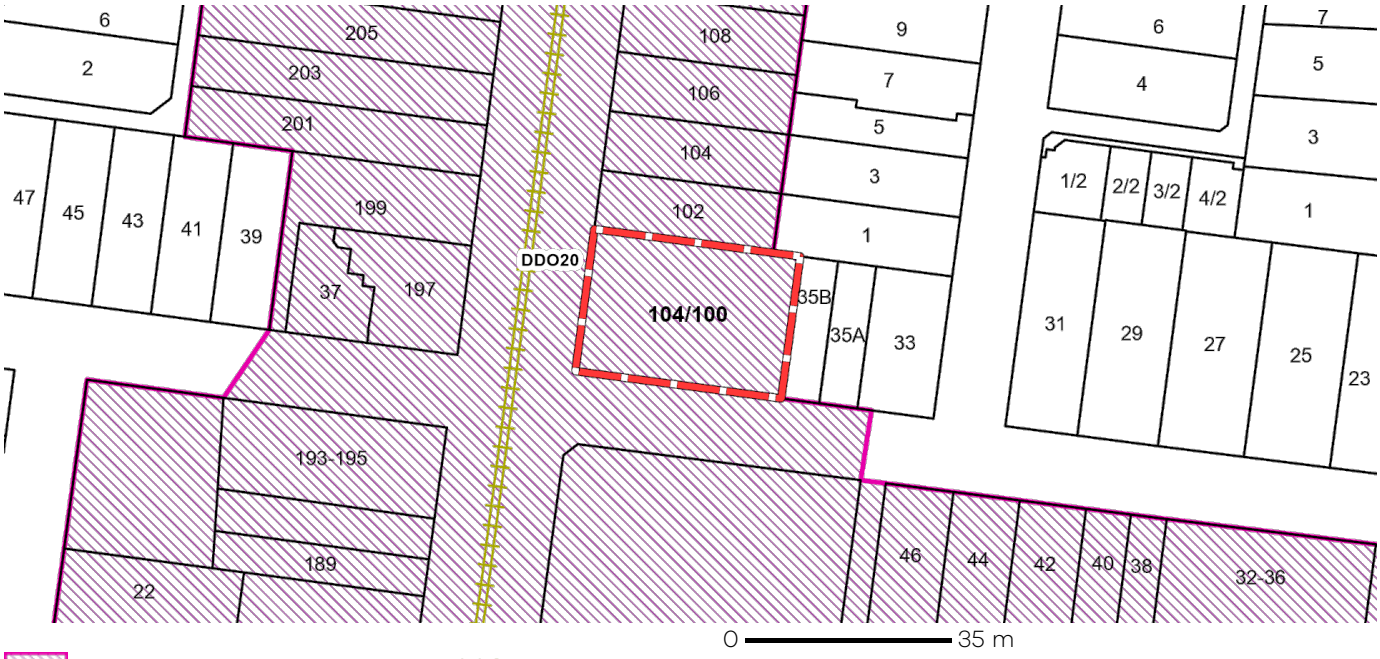
DCPO - Development Contributions Plan Overlay

Tram line

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 20 (DDO20)



DDO - Design and Development Overlay

Tram line

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

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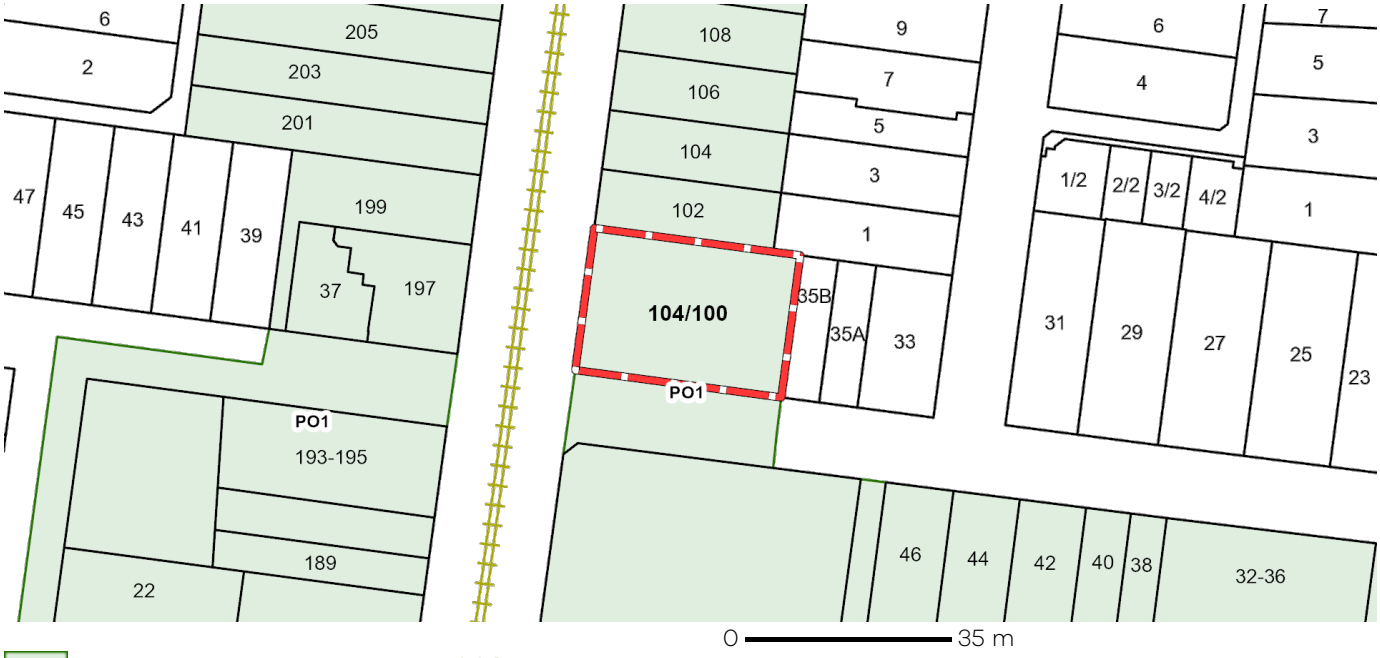
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



PO - Parking Overlay **Tram line**

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

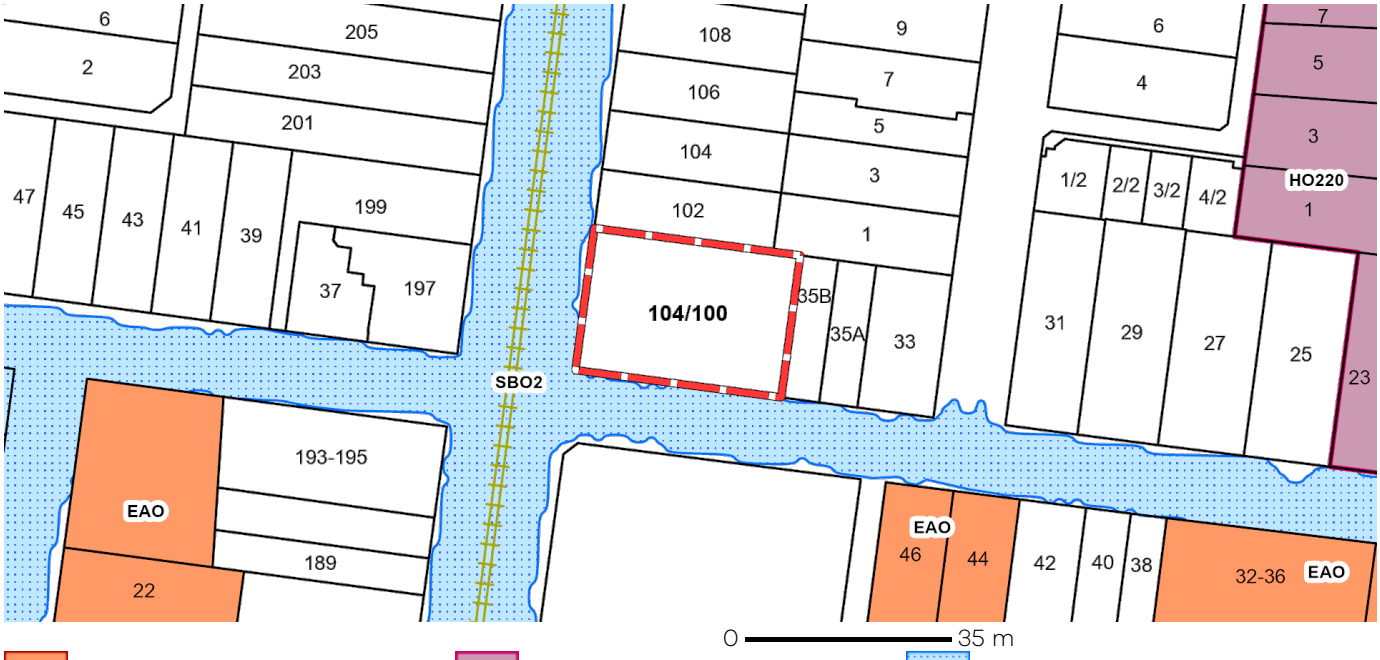
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL AUDIT OVERLAY (EAO)

HERITAGE OVERLAY (HO)

SPECIAL BUILDING OVERLAY (SBO)



EAO - Environmental Audit Overlay **HO - Heritage Overlay** **SBO - Special Building Overlay**

Tram line

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 13 January 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

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PLANNING PROPERTY REPORT

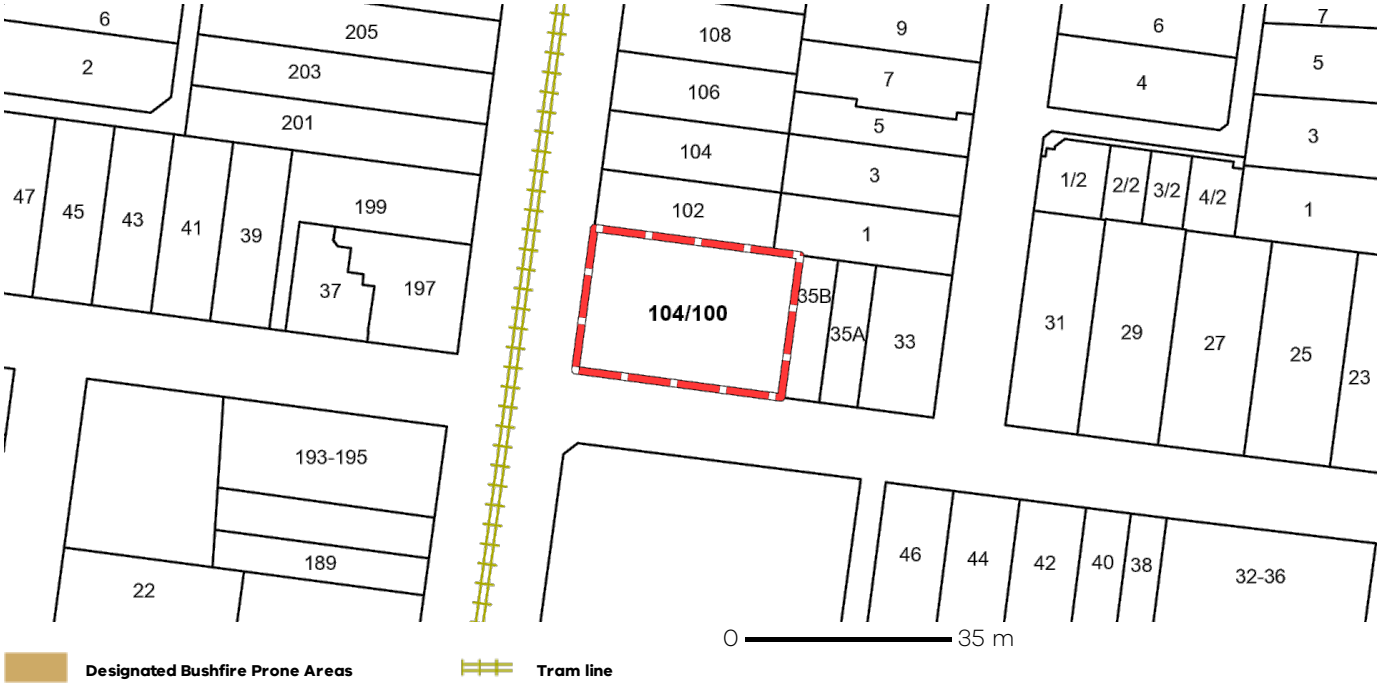
Department of Transport and Planning

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 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)

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PROPERTY REPORT

Energy, Environment and Climate Action

Created at 16 January 2026 12:35 PM

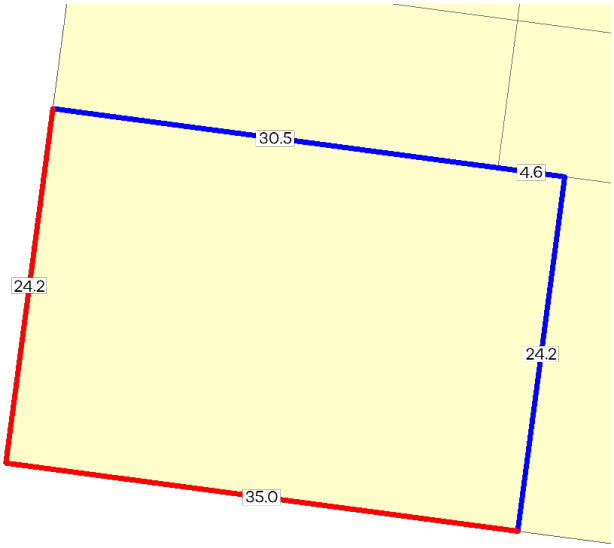
PROPERTY DETAILS

Address:	**104/100 NICHOLSON STREET BRUNSWICK EAST 3057**
Lot and Plan Number:	**Lot 104 PS725488**
Standard Parcel Identifier (SPI):	**104\PS725488**
Local Government Area (Council):	**MERRI-BEK** www.merri-bek.vic.gov.au
Council Property Number:	**1000041715**
Directory Reference:	**Melway 30 A8**

Note: There are 34 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: 849 sq. m
Perimeter: 119 m
For this property:
Site boundaries
Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**BRUNSWICK**

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

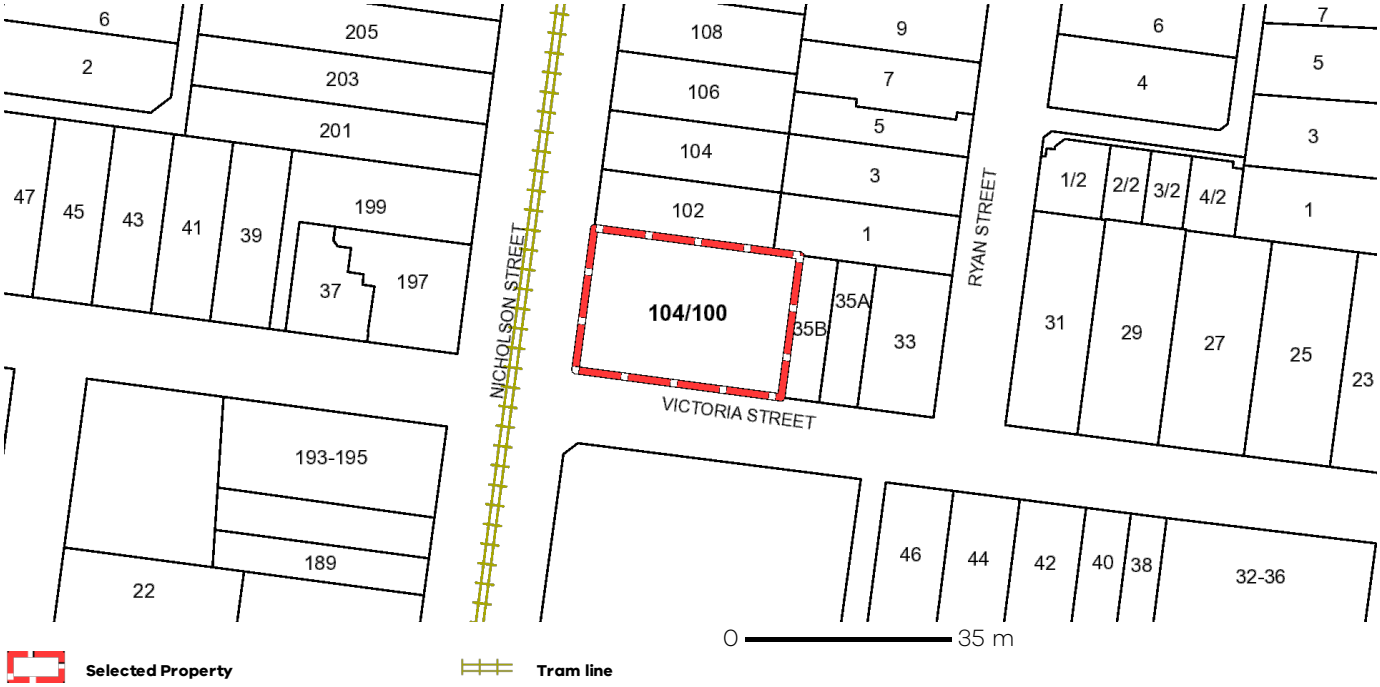
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



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turnbullcook

Tax Invoice

ABN: 79 092 466 987
Invoice #: 725488X104
Date: 16th January 2026

Description		Amount
Owners Corporation Certificate –Urgent		267.38
Property:	Lot 104 100 Nicholson Street, BRUNSWICK EAST VIC 3057	
Method of Delivery:	Email	
	Amount Incl. GST	267.38

Payment Details:

Paid on: 15.01.2026
Paid by: EFT
Drawer: Tung Kin Tang
Amount: $267.38 (Incl. GST)

PLEASE NOTE:
Section 134 (Address of new owners) of the Owners Corporations Act 2006 specifies that;
The Vendor and purchaser must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

Section 135 (1) of the Owners Corporations Act 2006 specifies that;
A lot owner who does not occupy the lot or who will be absent from the lot for more than three months must advise the owners corporation of the lot owner's mailing address in Australia for service of notices and any changes to it as soon as possible.

Failure to comply with the above requirements may result in fee notices and Owners Corporation communications being issued to incorrect postal details, potentially resulting in penalty charges for the late payment of fees, non-receipt of important correspondence and meeting notices.

Purchasers are urged to contact Turnbull Cook within the first 3 business days following settlement.

turnbullcook

OWNERS CORPORATION CERTIFICATE
s.151(4)(a) Owners Corporation Act 2006 and r.16 Owners Corporations Regulations 2018

Owners Corporation No:	Owners Corporation on Plan No. 725488X
Property Address:	Lot 104 at 100 Nicholson Street, BRUNSWICK EAST VIC 3057
Current Owner:	Tung Kin Tang & Lily Lee Lee Yong
Postal Address:	c/- Xynergy Realty (Altona) 114-116 Queen Street ALTONA VIC 3018
Applicant for the certificate is	Tung Kin Tang & Easy Link Conveyancing
Applicant Reference:	HN -25/39427
Date of Issue:	The information in this certificate is issued on 16th January 2026

IMPORTANT: Pursuant to Section 150 of the Owners Corporation Act 2006, the owners corporations register may be inspected for additional information upon application from the current owner, mortgagee, purchaser or the representative of the Lot Owner.

- This certificate remains valid for the date of issue **only**.
- All content contained within this certificate is subject to change without notice
- All information contained within this certificate is provided to the best of our knowledge at the time of issue
- All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to certificate@turnbullcook.com.au
- A new certificate should be obtained prior to settlement to ensure information contained within this certificate remains current and valid.
- Please contact Turnbull Cook and request a Settlement Statement at certificate@turnbullcook.com.au prior to settlement adjustments to ensure that all liabilities are captured and current.

SETTLEMENT PAYMENT DETAILS
BPAY PAYMENT DETAILS
Biller Code: 96503
DEFT Reference Number: **218323855 189249**

(a) The current annual fees for the lot total **$6,269.80** and is payable in **quarterly** instalments (Administration Fund: **$6,269.80** & Maintenance Fund: **$0.00**).

These figures are set in accordance with the budget approved at each Annual General Meeting and are subject to change following review of the budget at each Annual General Meeting. An adjustment levy may be incurred for any fees already issued within the budget year where the Annual General Meeting has not yet been held.

(b) The date up to which the fees for the lot have been paid is **31 Mar 2026.**

(c) The total of any unpaid fees or charges for the lot is:

Administrative Fund		***Maintenance Fund***	
Amount owing	$0.00	Amount owing	$0.00
Interest owing	$0.00	Interest owing	$0.00
Total amount owing	$0.00	Total amount owing	$0.00

As the values specified are subject to change, you are required to contact Turnbull Cook to request a Final Settlement Statement to confirm the status of liabilities prior to settlement.

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **None**

(e Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?:

- Building Order ENF-167/2020 for 'Non-compliant Combustible Cladding' served against the Owners Corporation on 23 Aug 2021. (as attached). Special levy/levy's maybe raised to completely or partially remove non-compliant combustible cladding.
- July 2024 – Cancellation of Building Notice/Order, Ref No ENF/167/2020. City of Merri-bek have advised that they have considered the representation made on behalf of the owners by Cladding Safety Victoria via CSV Cladding Risk Prioritisation Model (CRPM) which confirm that the combustible cladding on the building has a fire spread value of zero and the combustible cladding present in a low risk.
  No further action with regards to the Combustible Cladding based on CSV advice that the fire spread value as zero.
- Common area defects:
  At the AGM in December 2025, members discussed and approved the quotation for the works provided by Lynmore Pty Ltd. Members resolved to proceed with Lynmore.
  The manager has advised PASG of their preferred contractor and an onsite committee will be held with the manager/PASG and the committee before works commence. Accumulated maintenance funds will be used for these works.

(f) The owners corporation has the following insurance cover:

Policy No. ISRSC/0004830 Insurance Investment Solutions

Type: Strata Broker: COVERFORCE Level 2, 476 St Kilda Road, Melbourne VIC 3004

Premium: $36,845.69 Paid on: 19/06/2025 Policy start date: 29/05/2025 Next due: 29/05/2026

Cover	*Sum insured*	*Excess*
.Building - All Claims	$13,913,704.00	$2,000.00
.Common Area Contents - All Claims	$39,137.00	$2,000.00
.Loss of Rent/Temp Accommodation	$2,087,056.00	$2,000.00
.Flood	Insured	$2,000.00
.Public/Legal Liability	$50,000,000.00	$2,000.00
.Voluntary Workers	$200,000.00/$2,000.	$2,000.00
.Fidelity Guarantee	$250,000.00	$2,000.00
.Office Bearer's	$5,000,000.00	$1,000.00
.Government Audit Costs	$30,000.00	$250.00
.Workplace Health & Safety Breaches	$150,000.00	$250.00
.Legal Defence Expenses	$50,000.00	$1,000.00
.Lot Owner's Fixtures & Improvements	Insured	$2,000.00
.Building - All Water Damage	Insured	$2,500.00
.Building - Earthquake	Insured	$30,000.00
.Floating Floorboards	Insured	$2,000.00
.Machinery Breakdown - All	$100,000.00	$1,000.00

Claims		
.Building - Storm	Insured	$2,500.00

Policy No. MEB108286459 Vero Insurance

Type: Machinery Breakdown Broker: COVERFORCE Level 2, 476 St Kilda Road, Melbourne VIC 3004

Premium: $2,880.79 Paid on: 08/07/2025 Policy start date: 29/07/2025 Next due: 29/07/2026

Cover	*Sum insured*	*Excess*
.Equip Breakdown - All Other	$13,913,704.00	$500.00
.Equip Breakdown - Electronic Data	$500,000.00	$500.00
.Equip Breakdown - Hazardous Substances	$100,000.00	$500.00
.Equip Breakdown - Service Interruption	$50,000.00	$500.00
.Equip Breakdown - New Situation	$250,000.00	$500.00
.Equip Breakdown - Professional Fees	$50,000.00	$500.00
.Equip Breakdown - Ammonia	$100,000.00	$500.00
.Equip Breakdown - Errors & Omissions	$100,000.00	$500.00

The Owners Corporation has resolved that insurance excess costs will be reviewed on a claim by claim basis and may be on charged to a Lot Owner, subject to the cause of the claim.

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act?: Not at this time.

(h) The total funds held by the owners corporation are set out in the Financial Statement attached to this Certificate.

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?:

- Building Order ENF-167/2020 for 'Non-compliant Combustible Cladding' served against the Owners Corporation on 23 Aug 2021. (as attached). Special levy/levy's maybe raised to completely or partially remove non-compliant combustible cladding.
- July 2024 – Cancellation of Building Notice/Order, Ref No ENF/167/2020. City of Merri-bek have advised that they have considered the representation made on behalf of the owners by Cladding Safety Victoria via CSV Cladding Risk Prioritisation Model (CRPM) which confirm that the combustible cladding on the building has a fire spread value of zero and the combustible cladding present in a low risk.
  No further action with regards to the Combustible Cladding based on CSV advice that the fire spread value as zero.
- Common area defects
  A VCAT compliant defect report has been obtained by the owners corporation and the report has identified defects at the property. A special levy may need to be raised to rectify these defects.
  The Owners Corporation has engaged the services of PASG to assist with addressing/repairing the common area defects. Levies may be required.

(j) Are there any current contracts, leases, licences or agreements affecting the common property?:

Contracts & Service Agreements

- Turnbull Cook – Owners Corporation Management Services

Leases & Licences

- None to our knowledge at this time.

Other Agreements

- None to our knowledge at this time.

(k) Are there any current agreements to provide services to lot owners, occupiers or the public? : None to our knowledge at this time.

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?: There are no notices or orders as at 16th January 2026.

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?:

- Building Order ENF-167/2020 for 'Non-compliant Combustible Cladding' served against the Owners Corporation on 23 Aug 2021. (as attached).
- In July 2024 the building order was cancelled by City of Merri-bek (as noted above).

(n) Has the owners corporation appointed, or resolved to appoint, a manager?: The Manager is:

Turnbull Cook Strata Management Pty Ltd
Level 6, 3 Bowen Crescent Melbourne VIC 3004
Phone: (03) 8697 0600 Email: info@turnbullcook.com.au

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No administrator is appointed.

(p) Any other information:

- None to our knowledge at this time

(q) Documents required to be attached to the owners corporation certificate are:

- A copy of the latest financial statements
- A copy of the minutes of the last annual general meeting of the owners corporation
- A copy of the Model Rules/Consolidated Rules registered at Land Victoria
- A copy of the insurance Certificate of Currency
- A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled *"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

PLEASE NOTE:
Section 134 (Address of new owners) of the Owners Corporations Act 2006 specifies that;
The Vendor and purchaser must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.

Section 135 (1) of the Owners Corporations Act 2006 specifies that;
A lot owner who does not occupy the lot or who will be absent from the lot for more than three months must advise the owners corporation of the lot owner's mailing address in Australia for service of notices and any changes to it as soon as possible.

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Purchasers are urged to contact Turnbull Cook within the first 3 business days following settlement.

This owners corporation certificate was prepared by:

Date: **16th January 2026**

The Common Seal of Owners Corporation Plan No 725488X was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporation Act 2006.



Signed on behalf the Owners Corporation on Plan No 725488X by:



Registered Manager Signature

Koula Houridis

Turnbull Cook Strata Management Pty Ltd
Level 6, 3 Bowen Crescent Melbourne VIC 3004
Phone: (03) 8697 0600

In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation, further information can be obtained by an inspection of the Owners Corporation Register.

- All content contained within this certificate is subject to change without notice.
- This certificate remains valid for not more than 30 days.
- All information contained within this certificate is to the best of our knowledge at the time of issue.

A new Certificate should be obtained prior to settlement to ensure information contained within this certificate remains current and valid.

Please contact Turnbull Cook and request a Settlement Statement at certificate@turnbullcook.com.au prior to settlement adjustments to ensure that all liabilities are captured and current.

If any aspect of this certificate content is not clear, please contact Turnbull Cook for clarification. All queries resulting from this certificate must be submitted in writing by the current Lot Owner for written response to certificate@turnbullcook.com.au

Turnbull Cook
ABN 79 092 466 987

Level 6, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008

03 8697 0600
info@turnbullcook.com.au

Owner Ledger

Start Date: 01/01/2024
End Date: 31/01/2028
Owners: One only

The Owners of OC--PS725488X — 100 Nicholson Street, BRUNSWICK EAST VIC 3057

Lot 104 **Unit 104** **Tung Kin Tang & Lily Lee Lee Yong** — UE / AE: 260.00 / 7,290.00

Levies

Levy no.	Due date	Frequency	Details	Admin Fund Due	Admin Fund Paid	Maintenance Fund Due	Maintenance Fund Paid	Interest paid	Discount	Levy type	Status	Group
			Balance brought forward	**0.00**		**0.00**						
1	01/01/2024	Quarterly	Cancelled: O/C Contributions 01/01/24 to 31/03/24	1,214.70	0.00	1,382.05	0.00	0.00	0.00%	Standard	Cancelled	None
2	01/01/2024	Quarterly	O/C Contributions 01/01/24 to 31/03/24	1,214.70	1,214.70	44.60	44.60	0.00	0.00%	Standard	Normal	None
3	01/04/2024	Quarterly	O/C Contributions 01/04/24 to 30/06/24	1,684.75	1,684.75	855.95	855.95	21.58	0.00%	Standard	Normal	None
4	17/04/2024	Once-off	Lot 104: Debt recovery Stage 1	20.00	20.00	0.00	0.00	0.00		Owner Invoice	Normal	None
5	01/05/2024	Once-off	Lot 104: Debt recovery Stage 2	75.00	75.00	0.00	0.00	0.00		Owner Invoice	Normal	None
6	01/07/2024	Quarterly	O/C Contributions 01/07/24 to 30/09/24	1,684.75	1,684.75	855.95	855.95	0.00	0.00%	Standard	Normal	None
7	01/10/2024	Quarterly	Cancelled: O/C Contributions 01/10/24 to 31/12/24	1,449.75	0.00	784.65	0.00	0.00	0.00%	Standard	Cancelled	None
8	01/10/2024	Quarterly	O/C Contributions 01/10/24 to 31/12/24	1,449.75	1,449.75	0.00	0.00	0.00	0.00%	Standard	Normal	None
9	01/01/2025	Quarterly	O/C Contributions 01/01/25 to 31/03/25	1,449.75	1,449.75	0.00	0.00	21.87	0.00%	Standard	Normal	None
10	15/01/2025	Once-off	Lot 104: Debt recovery Stage 1	20.00	20.00	0.00	0.00	0.00		Owner Invoice	Normal	None
11	01/04/2025	Quarterly	O/C Contributions 01/04/25 to 30/06/25	1,449.75	1,449.75	0.00	0.00	1.94	0.00%	Standard	Normal	None
12	15/04/2025	Once-off	Lot 104: Debt recovery Stage 1	20.00	20.00	0.00	0.00	0.00		Owner Invoice	Normal	None
13	01/05/2025	Once-off	Lot 104: Debt recovery Stage 2	75.00	75.00	0.00	0.00	0.00		Owner Invoice	Normal	None
14	01/07/2025	Quarterly	O/C Contributions 01/07/25 to 30/09/25	1,449.75	1,449.75	0.00	0.00	0.00	0.00%	Standard	Normal	None
15	01/10/2025	Quarterly	O/C Contributions 01/10/25 to 31/12/25	1,449.75	1,449.75	0.00	0.00	0.00	0.00%	Standard	Normal	None
16	01/01/2026	Quarterly	O/C Contributions 01/01/26 to 31/03/26	1,449.75	1,449.75	0.00	0.00	0.00	0.00%	Standard	Normal	None
17	01/04/2026	Quarterly	O/C Contributions 01/04/26 to 30/06/26	1,685.10	0.00	0.00	0.00	0.00	0.00%	Standard	Normal	None
18	01/07/2026	Quarterly	O/C Contributions 01/07/26 to 30/09/26	1,685.10	0.00	0.00	0.00	0.00	0.00%	Standard	Normal	None
19	01/10/2026	Quarterly	O/C Contributions 01/10/26 to 31/12/26	1,567.45	0.00	0.00	0.00	0.00	0.00%	Standard	Normal	None

Lot 104 Unit 104 Tung Kin Tang & Lily Lee Lee Yong UE / AE: 260.00 / 7,290.00

Current position: Unallocated prepayments $0.00 Levy arrears & owner invoices due $0.00 Interest on levy arrears $0.00

Receipts

					Admin Fund		Maintenance Fund		Unallocated			
Date	**Receipt no.**	**Subtype**	**Status**	**Source**	**Paid**	**Interest**	**Paid**	**Interest**	**Paid**	**Total amount**	**Cheque no.**	**Levy no.**
02/05/2024	531	Receipt	Banked		1,765.44	14.31	848.68	7.27	0.00	2,635.70		3, 4, 5
01/07/2024	564	Receipt	Banked		1,699.06	0.00	863.22	0.00	0.00	2,562.28		3, 6
23/09/2024	589	Receipt	Banked		784.65	0.00	0.00	0.00	0.00	784.65		8
23/09/2024	591	Receipt	Banked		665.10	0.00	0.00	0.00	784.65	1,449.75		8
26/11/2024		Unalloc money allocation		Levy Posting	784.65	0.00	0.00	0.00	(784.65)	0.00		9
01/05/2025	669	Receipt	Banked		2,151.93	21.87	0.00	0.00	0.00	2,173.80		9, 10, 11, 12, 13
01/07/2025	694	Receipt	Banked		1,527.67	1.94	0.00	0.00	0.00	1,529.61		11, 14
29/09/2025	722	Receipt	Banked		1,449.75	0.00	0.00	0.00	0.00	1,449.75		15
23/12/2025	745	Receipt	Banked		1,449.75	0.00	0.00	0.00	0.00	1,449.75		16

Turnbull Cook
ABN 79 092 466 987

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Balance Sheet
As at 16/01/2026

The Owners of OC--PS725488X — 100 Nicholson Street, BRUNSWICK EAST VIC 3057

	Current period
Owners' funds	
Operating Surplus/Deficit--Admin	(4,674.83)
Owners Equity--Admin	68,092.99
	63,418.16
Operating Surplus/Deficit--Sinking	(10,000.00)
Owners Equity--Sinking	524,733.34
	514,733.34
Net owners' funds	$578,151.50
Represented by:	
Assets	
Cash at Bank	543,403.02
Receivable--Levies	34,956.92
Receivable--Owners	2,225.00
Total assets	580,584.94
Less liabilities	
Creditor--GST	2,383.09
Prepaid Levies	50.35
Total liabilities	2,433.44
Net assets	$578,151.50

isStrata
PO BOX 56 Bowral NSW 2576
T: 02 4851 4017

Issue date: 30/05/25

Certificate of Currency

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	Owners Corporation PS 725488X
POLICY NUMBER:	ISRSC/0004830
PERIOD OF INSURANCE:	29/05/25 expiring 29/05/26 At 4pm Local Time
INTERESTED PARTY(S):	
DESCRIPTION OF INSURED BUSINESS:	Residential Strata
SITUATION OF RISK:	100 Nicholson Street, BRUNSWICK EAST, VIC, 3057

SECTION 1: Building and Common Contents

Total BSI	$13,913,704
IIS Share %	100.0000000%
Buildings	$13,913,704
Sub Section 5.1-5.10 Combined	$3,478,426
Lot Owners Paint & Wallpaper	Insured
Floating Floorboards	Insured
Lot Owners Fixtures & Fittings	Insured
Flood	Insured
Common Contents	$139,137
Loss of Rent	$2,087,056

SECTION 2: Public Liability

$50,000,000

SECTION 3: Voluntary Workers Personal Accident

Death & Disablement	Insured
Weekly Benefits	Insured

SECTION 4: Fidelity Guarantee

$250,000

SECTION 5: Equipment Breakdown

$100,000

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PO BOX 56 Bowral NSW 2576
T: 02 4851 4017

SECTION 6:	Office Bearers' Liability	
	$5,000,000	
SECTION 7:	Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses	
	(a) Government Audit Costs	$30,000
	(b) Workplace Health and Safety Breaches	$150,000
	(c) Legal Defence Expenses	$50,000
INSURER:	Certain Underwriters at Llolyd's	

This certificate has been arranged by us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by INSURANCE INVESTMENT SOLUTIONS PTY LTD trading as isStrata.

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ABN 79 092 466 987

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PO Box 6076, St Kilda Road Central VIC 8008

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MINUTES OF THE ANNUAL GENERAL MEETING

OWNERS CORPORATION: 725488X

Annual General Meeting of the Owners Corporation for 100 Nicholson Street, BRUNSWICK EAST VIC 3057

HELD ON: Tuesday, 16 December 2025

COMMENCING AT: 06:00 PM

LOCATION: Virtual Meeting Via Teams

IN ATTENDANCE

Lot #	Unit #	Attendance	Owner Name Representative
1	G1	Yes	Blanchard, Manning
4	G4	Yes	Thompson, Brett &
5	G5	Yes	De Blasi, Jarrod Peter Proxy Nella Redclift
102	102	Yes	Redclift Nella
105	105	Yes	Brock, Teandra
106	106	Yes	Starr, Kelly L
203	203	Yes	Zafiropoulos, Theo
204	204	Yes	Urquhart, Melissa left at 7.04pm
209	209	Yes	Kyriakopoulos, Anna
302	302	Yes	Callanan, Nigel
303	303	Apology	O'Dwyer, Kathryn

Koula Houridis representing Turnbull Cook Strata Management Pty Ltd
Sahithi Jyotsna Juttiga, PASG

1 Quorum

There was no quorum for the meeting as 50% of the total lots or the total lot entitlement were **not** present in person or by proxy.

Therefore, the resolutions in these minutes are interim resolutions. These interim resolutions represent notice of those decisions. Unless a special general meeting is called within 28 days from the date of the meeting, these decisions will become resolutions of the Owners Corporation.

Interim resolutions do not apply to unanimous resolutions or special resolutions, when less than 50% of the total lots were not present in person or by proxy.

2 Chairperson of Meeting

It was resolved that Koula Houridis from Turnbull Cook be appointed to conduct and chair the proceedings at this meeting.

Sahiti Juttiga, PASG attended the meeting for the first half hour of the meeting and discussed the Head Contract Report in detail. Owners **resolved** to proceed with Lynmore Pty Ltd.

3 Confirm Minutes of Last Annual General Meeting

It was resolved that the minutes of the previous Annual General Meeting of the Owners Corporation held on ***30/04/2025*** were an accurate record of the proceeding at that meeting.

4 Financial Statements

It was resolved that the financial statements for the period ended ***31/07/2025*** as distributed be tabled and adopted.

The manager will advise the accounts team that the expenditure is to be coded according to the budget.

It was resolved that the manager will arrange for a copy of the financials and budget to be provided to the committee in an excel format.

5 Committee Report

It was resolved to receive the committee report tabled at the meeting.

6 Election of Owners Corporation Committee

It was resolved that the following members of the Owners Corporation or proxies for members are elected as members of the new committee:

- Manning Blanchard, (Lot 1)
- Nella Redclift, (Lot 102) Chairperson
- Teandra Brock, (Lot 105)
- Kelly Starr, (Lot 106)
- Theo Zafiropoulos, (Lot 203)
- Melissa Urguhart, (Lot 204)
- Nigel Callanan, (Lot 302)

It was resolved that the Owners Corporation delegates, to the Committee of the Owners Corporation, all the powers and functions in accordance with the Act.

7 Valuation

The last valuation was obtained on **30/01/2023**. The recommended sum insured was **$13,115,000.**

It was resolved to obtain an independent valuation insurance report after the building works (PASG) have been completed. A copy of the valuation to be forwarded to all owners.

It was resolved that in the event the valuation report determines an increase/decrease in the building sum insured, the current policy be endorsed to reflect the recommended building sum insured.

8 Insurance

It was **noted** that the Owners Corporation existing insurance cover is:

Policy No.MEB108286459
Vero Insurance
Type : Machinery Breakdown
Broker : COVERFORCE
Premium : $2,880.79 Paid on : 08/07/2025 Start : 29/07/2025 Next due : 29/07/2026

Cover	Sum Insured	Excess
Equip Breakdown - All Other	$13,913,704.00	$500.00
Equip Breakdown - Hazardous Substances	$100,000.00	$500.00
Equip Breakdown - Service Interruption	$50,000.00	$500.00
Equip Breakdown - Electronic Data	$500,000.00	$500.00
Equip Breakdown - New Situation	$250,000.00	$500.00
Equip Breakdown - Professional Fees	$50,000.00	$500.00
Equip Breakdown - Ammonia	$100,000.00	$500.00
Equip Breakdown - Errors & Omissions	$100,000.00	$500.00

Policy No.ISRSC/0004830
Insurance Investment Solutions
Type : Strata
Broker : COVERFORCE
Premium : $36,845.69 Paid on : 19/06/2025 Start : 29/05/2025 Next due : 29/05/2026

Cover	Sum Insured	Excess
Building - All Claims	$13,913,704.00	$2,000.00
Building - All Water Damage	Insured	$2,500.00
Common Area Contents - All Claims	$39,137.00	$2,000.00
Loss of Rent/Temp Accommodation	$2,087,056.00	$2,000.00
Lot Owner's Fixtures & Improvements	Insured	$2,000.00
Flood	Insured	$2,000.00
Floating Floorboards	Insured	$2,000.00
Public/Legal Liability	$50,000,000.00	$2,000.00
Voluntary Workers	$200,000.00/$2,000.0	$2,000.00
Fidelity Guarantee	$250,000.00	$2,000.00
Machinery Breakdown - All Claims	$100,000.00	$1,000.00
Office Bearer's	$5,000,000.00	$1,000.00
Government Audit Costs	$30,000.00	$250.00
Workplace Health & Safety Breaches	$150,000.00	$250.00
Legal Defence Expenses	$50,000.00	$1,000.00
Building - Earthquake	Insured	$30,000.00
Building - Storm	Insured	$2,500.00

It was resolved that the Manager will obtain quotations for insurance cover from the appointed Broker prior to the renewal date and submit these to the Committee for approval. **It was resolved** that if a majority response is not received from the Committee prior to the renewal date, that the Manager is authorised to place insurance with the Broker's recommendation.

It was further resolved that if there are insufficient funds to meet the insurance premium when the renewal falls due, that the Manager may strike a special levy of no more than the amount of the premium with the levy to be apportioned on lot liability and payable within 28 days of the date of issue.

Please note that the Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. Owners should consult the policy PDS for full coverage details. To receive a copy of the PDS please contact your Owners Corporation Manager. Owners are strongly advised to obtain contents insurance including public liability for their lot. Where a lot is not occupied by the owner, the tenant or occupier should be advised to take out insurance for their goods, chattels and any liability arising from the use of the lot.

9 Insurance Excess

It was resolved that pursuant to Section 23A of the Owners Corporations Act 2006, the Owners Corporation will apply the following levies in regard to insurance:

- if there is damage to common property caused by a lot owner or lot owner's lessee and the damage is not covered by the insurance held by the Owners Corporation or the cost of the damage is less than the excess payable on the claim; or
- an excess on an insurance claim if the claim relates solely to the owner's lot.

10 Expenditure Authority

It was resolved that the Owners Corporation delegates the Manager authority to undertake necessary works to common property up to the value of **$1,000** without the authority of the Owners Corporation.

11 Other Business

Building Works/PASG

After much discussion, **It was resolved** to proceed with the quotation from Lynmore Pty Ltd @ $361,066.75. Accumulated maintenance funds will be used for this work.

It was further resolved that once the building works are finished, the manager will arrange for a ballot to be issued to all owners regarding surplus funds held in the maintenance fund. It is anticipated that the works will be completed by June 2026.

Security Upgrade/cctv

It was resolved that the committee will review the current cctv cameras at the property and advise the manager if additional cameras are required.

WhatsApp
The chairperson advised members that some residents have set up a whatsapp group/page. The chairperson advised members that they will implement a QR code/process in the new year.

Committee
The Chairperson thanked the committee members for their hard work/assistance the last 12 months.

Exit button (green button)
The manager would like to advise that the exit button has now been repaired.

Review of contracts
The chairperson advised members that the committee will review all contracts currently held by the Owners Corporation.

Graffiti Removal
It was resolved that the committee will review and discuss in further detail after the building works have been completed.

Renovations - Rule 5.3 Model Rule:
Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

It was resolved that the manager is to notify all owners/residents before renovations commence.

It was further resolved that contractors are not to park on site and to remove all rubbish from the property.

Manager's additional charges
The manager advised members that she will be charging for attending meetings (online and attendances at the property) with the committee/PASG/Lynmore whilst the building works are undertaken. The total cost to be charged is $2,000.00. The manager will advise the committee in advance when charging for these meetings.

Maintenance Plan - 10 year
It was resolved that the manager will arrange for Buildcheck to attend and carry out a 10 year maintenance plan. The committee to meet Buildcheck onsite (approx costs $3,500 - $5,000). A copy of the maintenance plan will be forwarded to the committee as soon as it becomes available.

Manager to attend property before next AGM
It was resolved that the manager will meet committee onsite prior to the next annual general meeting.

Outstanding Fees
It was resolved that the manager will arrange for a postal ballot to be issued to all owners regarding outstanding fees.

After hours contractor/Christmas Closure
The manager would like to advise owners that the office will be closed from Friday, 19th December 2025 and will reopen on Thursday, 8th January 2026. In the event of an emergency, owners are to contact the following contractor:

Scotia Building Services
Ph: 1300 726 842

12 Budget

It was resolved that the proposed annual budget for the period ending ***31/07/2026*** be adopted as below:

- **Administration:** *$159,810.00 + GST;*
- **Maintenance:** *$0.00*

13 Annual Owners Corporation Fees

It was resolved that fees are to be paid in advance in Quarterly instalments.

It was resolved that the first such instalment be due on **01/08/2025** with subsequent instalments being due on the 1st of each quarter. These instalments will continue at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting.

It was resolved that as the collection of fees for the year has already commenced, the budget increase will be **spread equally over the remaining fees for the financial year**.

It was **noted** that the fees are based on lot liability, as per the registered plan of subdivision, in accordance with the Owners Corporation Act Section 23 (1).

14 Recovery of Owners Corporation Fees

It was resolved that Turnbull Cook may pursue outstanding fees payable to the Owners Corporation by engaging a debt collection professional and that any costs incurred by the Owners Corporation resulting from a lot owner owing fees will be borne by the lot owner.

It was resolved that the Owners Corporation charge interest 28 days after the due date, at the maximum rate of interest in accordance with the Penalty Interest Rates Act 1983.

It was resolved that Turnbull Cook may pursue legal action in a court of competent jurisdiction, against a registered and equitable owner to recover unpaid fees, levies, interest, administration fees, legal fees and breaches of the Owners Corporation Act 2006.
Those fees are to be on-charged to the lot in arrears and are listed below:

- Overdue Levy Reminder Notice - Debt Recovery Stage 1 - $20
- Initial Final Fee Notice - Debt Recovery Stage 2 - $75
- Notice of VCAT application issued to lot owner - Debt Recovery Stage 3 - $120

NOTE: Section 135 of the Owners Corporation Act 2006 stipulates that a Lot Owner who does not occupy the lot or will be absent from the Lot for more than 3 months must advise the Owners Corporation of the lot owner's mailing address for service of notices and any changes to it immediately.

15 Acknowledge Manager's Report

The Manager tabled a report to the members of the Owners Corporation as per section 126 & 159 of the Owners Corporation Act 2006.

16 Appointment of Managing Agent

It was resolved that the Owners Corporations sign and execute a contract of appointment between Turnbull Cook Strata Management Pty Ltd and Owners Corporation 725488X. The following two owners are to be provided with a copy of the contract of appointment for execution:

1. Nella Redclift, (Lot 102)
2. Theo Zafiropoulos, (Lot 203)

As per the executed contract(1), the management fees are:

- Annual Management Fee: $6,960.00
- Fixed Management Fee (Disbursements): $1,500.00

17 Set date for next meeting

It was resolved that the next annual general meeting be tentatively scheduled for **1st September 2026, commencing at 06:00 PM Via teams.**

The Manager will issue Notice of Annual General Meeting to all owners with at least 14 days prior notice.

18 Close of Meeting

It was resolved that the meeting closed at **08:06 PM.**

Turnbull Cook
ABN 79 092 466 987

Level 6, 3 Bowen Crescent, Melbourne VIC 3004
PO Box 6076, St Kilda Road Central VIC 8008

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Approved Budget
to apply from 01/08/2025

The Owners of OC--PS725488X — 100 Nicholson Street, BRUNSWICK EAST VIC 3057

Administrative Fund

	Approved budget
Revenue	
Levies Due--Admin	159,810.00
Total revenue	159,810.00
Less expenses	
Admin--Bank Charges	100.00
Admin--Other	100.00
Debt Collection Fees	750.00
Insurance--Premiums	45,000.00
Legal Fees	10,000.00
Maint Bldg--Car Stacker Contract	9,000.00
Maint Bldg--Chute	1,000.00
Maint Bldg--Contract Caretaker/Cleaner	23,000.00
Maint Bldg--Electrical	1,500.00
Maint Bldg--Essential Services	6,000.00
Maint Bldg--Essential Services--Defects/Variations	2,000.00
Maint Bldg--Essential Services--Monitoring	2,000.00
Maint Bldg--Garage Doors	1,000.00
Maint Bldg--General Repairs	11,400.00
Maint Bldg--Intercom	1,000.00
Maint Bldg--Lift--Maintenance Contract	8,000.00
Maint Bldg--Lift/Fire Monitoring Telephone	3,200.00
Maint Bldg--Pest/Vermin Control	900.00
Maint Bldg--Plumbing & Drainage	2,000.00
Management Fees	6,960.00
Management Fixed Charges	1,500.00
Management Services - Other Meeting Charges	2,000.00
Trade Compliance/Archive/Key Charges	400.00
Utility--Electricity	5,000.00
Utility--Waste Management	11,000.00
Utility--Water & Sewerage	5,000.00
Total expenses	159,810.00
Surplus/Deficit	0.00
Opening balance	68,092.99
Closing balance	$68,092.99

Administrative Fund

	Approved budget
Total units of entitlement	7290
Levy contribution per unit entitlement	$24.11
Budgeted standard levy revenue	159,810.00
Add GST	15,981.00
Amount to raise in levies including GST	$175,791.00

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Approved Levy Schedule to apply from 01/08/2025

The Owners of OC--PS725488X — 100 Nicholson Street, BRUNSWICK EAST VIC 3057

Quarterly levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot	Unit	Lot Liability	Admin Fund	Maintenance Fund	Quarterly Total	Annual Total
1	G1	230.00	1,386.55	0.00	1,386.55	5,546.20
2	G2	230.00	1,386.55	0.00	1,386.55	5,546.20
3	G3	370.00	2,230.55	0.00	2,230.55	8,922.20
4	G4	230.00	1,386.55	0.00	1,386.55	5,546.20
5	G5	350.00	2,110.00	0.00	2,110.00	8,440.00
6	G6	90.00	542.60	0.00	542.60	2,170.40
101	101	230.00	1,386.55	0.00	1,386.55	5,546.20
102	102	260.00	1,567.45	0.00	1,567.45	6,269.80
103	103	200.00	1,205.70	0.00	1,205.70	4,822.80
104	104	260.00	1,567.45	0.00	1,567.45	6,269.80
105	105	340.00	2,049.70	0.00	2,049.70	8,198.80
106	106	230.00	1,386.55	0.00	1,386.55	5,546.20
107	107	240.00	1,446.85	0.00	1,446.85	5,787.40
108	108	210.00	1,266.00	0.00	1,266.00	5,064.00
109	109	230.00	1,386.55	0.00	1,386.55	5,546.20
201	201	260.00	1,567.45	0.00	1,567.45	6,269.80
202	202	280.00	1,688.00	0.00	1,688.00	6,752.00
203	203	210.00	1,266.00	0.00	1,266.00	5,064.00
204	204	260.00	1,567.45	0.00	1,567.45	6,269.80
205	205	340.00	2,049.70	0.00	2,049.70	8,198.80
206	206	240.00	1,446.85	0.00	1,446.85	5,787.40
207	207	240.00	1,446.85	0.00	1,446.85	5,787.40
208	208	210.00	1,266.00	0.00	1,266.00	5,064.00
209	209	260.00	1,567.45	0.00	1,567.45	6,269.80
301	301	190.00	1,145.45	0.00	1,145.45	4,581.80
302	302	220.00	1,326.30	0.00	1,326.30	5,305.20
303	303	220.00	1,326.30	0.00	1,326.30	5,305.20
304	304	220.00	1,326.30	0.00	1,326.30	5,305.20
305	305	190.00	1,145.45	0.00	1,145.45	4,581.80
306	306	250.00	1,507.15	0.00	1,507.15	6,028.60
		7,290.00	$43,948.30	$0.00	$43,948.30	$175,793.20

Merri-bek Civic Centre
90 Bell Street
Coburg Victoria 3058
T: (03) 9240 1111

Postal Address
Locked Bag 10
Brunswick Victoria 3056

merri-bek.vic.gov.au

25 July 2024

Turnbull Cook Strata Management Pty Ltd
Owner Corporation
Plan No PS 725488X
Level 9, 3 Bowen Cresent
MELBOURNE VIC 3004

Attention Rob March

CANCELLATION OF BUILDING NOTICE /.ORDER - 100 NICHOLSON STREET, BRUNSWICK EAST
Reference Number: ENF/167/2020

I refer to the above Building Notice issued on 11 May 2020 and Building Order issued on 23 August 2021 relating to the Combustible Cladding - Aluminium Composite Panel (ACP-FR) that was considered a danger to life, safety or health of members of the public or persons using the building.

Having considered the representation made on behalf of the owners by Cladding Safety Victoria (CSV) via CSV Cladding Risk Prioritisation Model (CRPM) which confirms the combustible cladding on the building has a fire spread value of Zero and the combustible cladding present a Low Risk. I am of the opinion that in having regard to the Minister's Guideline (MG – 15) that sufficient cause has been shown and therefore, pursuant to Section 110 of the Building Act 1993 (the Act), I hereby cancel Building Notice and Order ENF/167/2020.

Given the above, Council resolves to take no further action with regards to the Combustible Cladding based on CSV advice that the fire spread value as Zero and the combustible cladding presents a Low Risk. In taking no further action, Council acknowledges that the matter has been resolved in accordance with the provisions of Part 8 of the Act.

For any enquiries related to this matter, please contact Mehran Khademollah, email address is mkhademollah@merri-bek.vic.gov.au.

Yours sincerely

Mehran Khademollah
Municipal Building Surveyor

Merri-bek Language Link

Italiano	Italian	9280 1911	Türkçe	Turkish	9280 1914	普通话	Chinese (Simplified) 9280 0750
Ελληνικά	Greek	9280 1912	Tiếng Việt	Vietnamese	9280 1915	**National Relay Service:**	
عربي	Arabic	9280 1913	ਪੰਜਾਬੀ	Nepali	9280 0751	13 36 77 or relayservice.com.au	

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Owners Corporation Notification of Making Rules

OC031434Q
14/07/2016 $46.30 OCR

Section 27E(1) Subdivision Act 1988
(when lodged with Plan)

Lodged by
Name: Ralph Manno
Phone:5348 1333
Address:114 Central Springs Road Daylesford Vic 3460
Reference: 100 Nicholson
Customer Code: 2925G

Applicant: *(full name and address including postcode)*

100 Nicholson Pty Ltd ACN 167 937 000 of Suite 301, 17-19 Yarra Street Abbotsford Vic 3067

Plan No.: 725488X Owners Corporation No.: 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 08/07/2016

Ralph Manno
114 Central Springs Road Daylesford Vic 3460
An Australian Legal Practitioner within the meaning of the Legal Profession Uniform Law (Victoria)

30800812A

OC5

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

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OC031434Q
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Consolidated Owners Corporation Rules

Owners Corporation Number 1 Plan No PS725488X

100 Nicholson Street Brunswick East

Delivered by LANDATA®. Land Victoria timestamp 04/08/2016 15:56 Page 3 of 18

OC031434Q
14/07/2016 $46.30 OCR

Table of Contents

1.	**Definitions and Interpretation**		**1**
	1.1	Definitions	1
	1.2	Interpretation	2
2.	**General obligations of Members and Occupiers**		**3**
3.	**Prohibited conduct**		**4**
4.	**Conduct permitted with written consent of Owners Corporation**		**5**
5.	**Damage to property**		**6**
	5.1	Common Property	6
	5.2	Other property	6
6.	**Rubbish removal**		**6**
7.	**Vehicles**		**7**
8.	**Works**		**8**
	8.1	Consent of Owners Corporation required	8
	8.2	Process for building works	8
	8.3	Restrictions	8
	8.4	Damage to Common Property	9
	8.5	Owners Corporation costs	9
	8.6	Non application to Developer	9
9.	**Deliveries**		**9**
	9.1	Large Items	9
	9.2	Damage to Common Property	10
10.	**Rights**		**10**
	10.1	Rights granted by Owners Corporation	10
	10.2	Advertising generally	10
	10.3	Developer rights generally	10
	10.4	Developer rights specifically	11
	10.5	Services and SPs	12
11.	**Compliance with Rules**		**12**
12.	**Breach of Rules**		**13**
	12.1	Action by Owners Corporation	13
	12.2	Legal proceedings, penalties and interest	13
13.	**Request to view CCTV footage**		**13**
14.	**Owners Corporation consent**		**14**
15.	**Use of lot for business**		**14**
16.	**Dispute resolution**		**14**

Delivered by LANDATA®. Land Victoria timestamp 04/08/2016 15:56 Page 4 of 18

OC031434Q
14/07/2016 $46.30 OCR

1. Definitions and Interpretation

1.1 Definitions

In these Rules:

Act means the Subdivision Act 1988 (Vic);

Advertising Space means any part of the Common Property designated by the Owners Corporation for advertising purposes and includes any advertising space on any pylon, directory board or external façade of any building on the Common Property;

Authority means any government, semi-government, administrative, municipal or judicial body, authority or entity exercising any powers or functions under any law;

Common Property means the common property shown as common property on the Plan;

Developer means the registered proprietor of the Site immediately before registration of the Plan;

Developer Lot means any lot owned by the Developer;

Interest Rate means the rate from time to time fixed by section 2 of the Penalty Interest Rates Act 1983 (Vic);

Large Items means furniture, goods, equipment or any item which may damage or obstruct any part of the Common Property;

Member means a member of the Owners Corporation;

Member Lot means any lot not owned by the Developer;

Occupier means an occupier of a lot on the Plan;

Owners Corporation means owners corporation no 1 on the Plan;

Permitted Area means any part of the Site (except a Member Lot) and includes the Common Property and any Developer Lot.

Plan means plan of subdivision no PS725488X;

Route means the part of the Common Property through which the Member or Occupier proposes to move a Large Item;

Rules means these rules;

Services means the services and utilities provided for a lot or the Common Property including water, gas, electricity, lighting, sanitation, air-conditioning and ventilation, solar panelling, lights, escalators, elevators, fire control, security, telephone, facsimile, internet, broadband, computer services and communications together with all plant and equipment needed to provide them;

Service Rights means any rights granted by the Owners Corporation or the Developer to any SP.

Site means the land described in the Plan under the heading "Title References" and "Last Plan Reference" and being the land affected by the Plan and includes the Common Property;

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SP means any provider of any Services;

SP Action means any of the following:

(a) the grant of a licence to an SP (whether exclusive or non-exclusive) over any part of the Site subject to any condition required by the SP (including the right by the SP to grant sub-licenses);

(b) the grant to an SP of any right or interest (including a covenant) in and/or over any part of the Site in order to install infrastructure and/or connect and/or provide any Services to the Site or any part of it.

SP Agreement means any written agreement between the Developer and an SP which in any way relates to the Site;

Works means any construction, alteration, repair, refurbishment, addition, renovation or fitting out of a lot, building or other structure (including plant, equipment and other materials to be used to provide Services) anywhere on the Site.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

(a) The singular includes the plural, and the converse also applies.

(b) A gender includes all genders.

(c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(d) A reference to an owners corporation includes any elected committee of the owners corporation.

(e) A reference to a *person* includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.

(f) A reference to a clause is a reference to a clause of this agreement.

(g) A reference to an agreement or document (including a reference to this agreement is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this agreement or that other agreement or document.

(h) A reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible and tangible form.

(i) A reference to a party to this agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).

(j) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

(k) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.

OC031434Q 14/07/2016 $46.30 OCR

Delivered by LANDATA®. Land Victoria timestamp 04/08/2016 15:56 Page 6 of 18

(l) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument or document of any kind.

(m) A reference to *dollars* or *$* is to Australian currency.

(n) A reference to a *right* or *obligation* of any 2 or more people comprising a single party confers that right, or imposes that obligation, as the case may be, on each of them severally and each 2 or more of them jointly. A reference to that party is a reference to each of those people separately (so that, for example, a representation or warranty by that party is given by each of them separately).

(o) Mentioning anything after *includes*, *including*, *for example*, or similar expressions, does not limit what else might be included.

(p) Nothing in this agreement is to be interpreted against a party solely on the ground that the party put forward this agreement or a relevant part of it.

(q) If a party consists of more than one person this deed binds them jointly and each of them severally.

2. General obligations of Members and Occupiers

A Member or Occupier must:

(a) keep their lot clean and in good repair;

(b) clean the windows and exterior of their lot and keep them in good repair;

(c) promptly repair all broken glass or replace it with glass of the same or similar quality;

(d) keep any plants on their lot trimmed, well watered and in good condition;

(e) keep their lot secure;

(f) use the Services, driveways, pathways and any other facilities in a lot or on any part of the Common Property only for their designated purpose;

(g) use any items placed on the Common Property by the Owners Corporation only for their designated purpose;

(h) promptly notify the Owners Corporation on becoming aware of:

(i) any damage or defect in a lot, the Common Property or to any Services; and

(ii) anything likely to cause danger or risk to any person or property in or near a lot or the Common Property;

(i) be appropriately clothed when on any part of a lot visible from another lot and when on any part of the Common Property; and

(j) comply with any parking directions given orally or published by the Owners Corporation in respect of parking and driving on or about the Common Property.

OC031434Q 14/07/2016 $46.30 OCR

Delivered by LANDATA®. Land Victoria timestamp 04/08/2016 15:56 Page 7 of 18

OC031434Q
14/07/2016 $46.30 OCR

3. Prohibited conduct

A Member or Occupier must not:

(a) obstruct the lawful use of Common Property by any person;

(b) make any noise or behave in a way likely to interfere with the peaceful enjoyment of any person in another lot or lawfully using Common Property;

(c) allow any hazardous, noxious, offensive or unlawful thing to happen including anything causing annoyance, nuisance, danger or damage to any person or property;

(d) paint, finish, mark, damage, deface or otherwise alter the exterior of any building or improvement forming part of any lot or the Common Property;

(e) tint or otherwise treat any windows or other glazed parts of their lot or the Common Property;

(f) obstruct any of the entrances, exits or passages to any lot or to or on the Common Property;

(g) throw anything over any balcony or from any Common Property;

(h) do anything which may invalidate or suspend any insurance policy effected by the Owners Corporation;

(i) hinder or obstruct any contractor or workman employed by the Owners Corporation;

(j) use offensive language or behave in a way which may cause offence or embarrassment to another person;

(k) smoke or drink alcohol in any part of the Common Property;

(l) throw cigarette butts or cigarette ash on the Common Property;

(m) keep or allow to be kept any animal on any lot or the Common Property (and must remove any animal in their possession or control within 24 hours of a request to do so by the Owners Corporation);

(n) allow any child under the Member's or Occupier's control to:

  (i) play on any part of the Common Property;

  (ii) be in any part of the Common Property which may be dangerous or hazardous to children, including any car park, driveway or stairs, unless the child is with an adult;

(o) allow any person under the Member's or Occupier's control to use skateboards, roller skates or roller blades on the Common Property;

(p) remove any item from the Common Property which has been placed there by the Owners Corporation;

(q) interfere with or modify any:

  (i) Services;

  (ii) intercom, television aerial or communication system;

Delivered by LANDATA®. Land Victoria timestamp 04/08/2016 15:56 Page 8 of 18

(r) cover any storage area;

(s) enter any plant room;

(t) operate any electronic or other equipment which interferes with any television, radio, telephone, computer or domestic appliances lawfully being used on any other lot or the Common Property;

(u) install or use any intruder alarm which makes a sound which can be heard from outside their lot;

(v) use a barbecue or other cooking appliance on any balcony or terrace on Common Property;

(w) hang any clothing, towel, bedding or other item in a place which can be seen from outside their lot;

(x) put up any 'for sale' or 'for lease' signs on Common Property; and

(y) damage any plants, gardens and lawns on the Common Property;

(z) install any Service (including air conditioning or similar plant and equipment) or store or accumulate any materials, goods or debris, so that they are visible from any Common Property, any other Lot or from any street abutting the building.

4. Conduct permitted with written consent of Owners Corporation

A Member or Occupier may do any of the following if they first obtain the written consent of the Owners Corporation:

(a) install on, attach to or hang from the exterior of any lot or any part of the Common Property any sign, furnishing, device, aerial, satellite dish, cable television or any other object;

(b) install, attach or hang any window coverings or awnings;

(c) install bars, screens, grilles or other safety equipment on the exterior of any windows or doors;

(d) put anything in their lot which is visible from outside their lot and is inconsistent with the appearance of other lots or the Common Property;

(e) hang a wind chime or other item on or from a balcony or terrace;

(f) store or use dangerous or flammable substances provided:

(i) the storage or use is in the normal conduct of the Member's or Occupier's use of their lot; and

(ii) the quantities do not exceed those permitted by law; and

(iii) they are stored strictly in accordance with all relevant safety standards; and

(g) do anything which may cause any insurance premium payable by the Owners Corporation to be increased.

OC031434Q
14/07/2016 $46.30 OCR

Delivered by LANDATA®. Land Victoria timestamp 04/08/2016 15:56 Page 9 of 18

OC031434Q
14/07/2016 $46.30 OCR

5. Damage to property

5.1 Common Property

A Member or Occupier must immediately:

(a) repair any damage to the Common Property and Services caused by the Member or Occupier; and

(b) pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to Common Property and the Services caused by the Member or Occupier.

5.2 Other property

A Member or Occupier must:

(a) not do anything that may interfere with:

(i) any support or shelter given by a lot or a part of the Common Property for any other lot or any other part of the Common Property;

(ii) the structural or functional integrity of their lot, or any building or improvement on any part of the Common Property; or the Services;

(b) observe the maximum floor loadings of their lot, and any building or improvement on any part of the Common Property.

6. Rubbish removal

(a) A Member or Occupier must:

(i) keep rubbish in appropriate containers and make sure rubbish is cleared on collection days; and

(ii) comply with any directions of the Owners Corporation concerning disposal or recycling of rubbish;

(iii) specifically:

(A) clean, drain and place glass, unbroken, in the area which the Owners Corporation provides for this purpose;

(B) store recyclable items, including paper and plastic, in the area which the Owners Corporation provides for this purpose;

(C) flatten cardboard and packaging and place it neatly in the area which the Owners Corporation provides for this purpose; and

(D) drain and securely wrap rubbish in small parcels or bags and put them in the rubbish bin collection areas.

(b) A Member or Occupier must not:

Delivered by LANDATA®. Land Victoria timestamp 04/08/2016 15:56 Page 10 of 18

(i) leave any rubbish (including hard waste), pallet, equipment or articles of any kind on the Common Property except in a receptacle or area specifically provided for that purpose by the Owners Corporation; or

(ii) burn rubbish or other materials in their lot or on the Common Property.

7. Vehicles

OC031434Q
14/07/2016 $46.30 OCR

(a) A Member or Occupier must:

(i) only use car parking spaces to park vehicles;

(ii) promptly clean up any oil or other fluid emitted by any vehicle the Member or Occupier brings into the Common Property;

(iii) observe:

(A) any parking directions given by the Owners Corporation;

(B) every traffic sign on or at the entrance or exit of any car parking spaces;

(C) any condition of entry of the Owners Corporation concerning the car parking spaces;

(iv) make sure that any vehicle is parked wholly within a marked car parking space;

(v) comply with any measures imposed by the Owner's Corporation in relation to any misuse of car parking spaces;

(vi) store any bicycle in the area which the Owners Corporation provides for this purpose; and

(vii) not bring any bicycle into a lot or any part of the Common Property, including the foyers, stairwells, hallways, garden areas, balconies or any other area designated by the Owners Corporation.

(b) A Member or Occupier must not:

(i) park or leave a vehicle on Common Property so as to obstruct a driveway or entrance to a lot, or in any place other than in the Member's or Occupier's designated car parking space (if any) or in any other car parking areas specified by the Owners Corporation; or

(ii) leave any unregistered vehicle on a lot or on the Common Property;

(iii) use a car parking space for the purpose of cleaning or washing a vehicle.

(c) The Owners Corporation may:

(i) move any vehicle which is not parked wholly within a marked car parking space;

(ii) move any vehicle which is not parked in the spot designated for that vehicle;

(iii) install traffic signs in the car parking area and the entrances and exits to the car parking area; and

Delivered by LANDATA®. Land Victoria timestamp 04/08/2016 15:56 Page 11 of 18

(iv) designate car parks, including by numbering or line marking.

OC031434Q
14/07/2016 $46.30 OCR

8. Works

8.1 Consent of Owners Corporation required

A Member or Occupier must get the Owners Corporation consent before they may do any Works relating to a lot or Services (for example, demolishing walls or altering the interior design of a lot).

8.2 Process for building works

A Member or Occupier must:

(a) promptly give the Owners Corporation copies of all detailed drawings and other specifications of the proposed Works if requested to do so by the Owners Corporation;

(b) follow the reasonable requirements and directions of the Owners Corporation;

(c) engage only qualified trades people, holding all necessary and current licences and insurance to do the works, as approved by the Owners Corporation, and give a copy of the licences and the insurance policy or certificate of currency for the policy to the Owners Corporation;

(d) make sure the proposed Works are carried out in a proper and workmanlike manner and following any drawings and specifications;

(e) get any necessary permits or approvals to allow the proposed Works to be done and give copies of them to the Owners Corporation;

(f) make sure that the proposed Works comply with all laws, including getting an occupancy permit or final inspection, when necessary; and

(g) make sure the proposed Works are done at times and in a way that minimises damage, disturbance and inconvenience to others.

8.3 Restrictions

The Member or Occupier must make sure that they and their agents and contractors doing the Works comply with these restrictions:

(a) no building materials may be stacked or stored outside their lot;

(b) no scaffolding may be erected on the Common Property or the exterior of their lot;

(c) Works must be done during times permitted by local laws, as required by any responsible Authority;

(d) the exterior of any building on a lot and the Common Property must be clean and in a safe state at all times;

(e) construction vehicles and construction worker's vehicles must not be brought into or parked on the Common Property;

Delivered by LANDATA®. Land Victoria timestamp 04/08/2016 15:56 Page 12 of 18

(f) the method of building operations, means of access, use of Common Property, on-site management, building protection and hours of work must comply with the reasonable directions of the Owners Corporation;

(g) access to other lots or the Common Property to install or maintain Services or to do any Works requires the consent of the owner of the relevant lot or, in the case of Common Property, the consent of the Owners Corporation;

(h) no interference to be caused to the retail or commercial operations within the building, including restricting access to lots on which retail or commercial activities take place.

8.4 Damage to Common Property

(a) A Member or Occupier must immediately:

(i) repair any damage to the Common Property and Services caused by the Works; and

(ii) clean and remove any dirt, debris or other rubbish resulting from the Works.

(b) If the Member or Occupier breaches this Rule 8, the Member or Occupier indemnifies the Owners Corporation against any damage, expense, loss or liability incurred by the Owners Corporation if the Owners Corporation makes good any damage to, or cleans, the Common Property and the Services.

8.5 Owners Corporation costs

If the Owners Corporation requires advice from an architect or other consultant concerning the proposed Works, the Member or Occupier must pay the reasonable fees and expenses which the Owners Corporation incurs for that advice.

8.6 Non application to Developer

For so long as the Developer is the owner of a lot, nothing in Rule 8 will apply to the Developer.

9. Deliveries

9.1 Large Items

When delivering or receiving Large Items (at any time including when a Member or Occupier moves into or out of a lot), the Member or Occupier must:

(a) notify the Owners Corporation of the Member's or Occupier's intention to move the Large Items at least 48 hours before the proposed move;

(b) allow a representative of the Owners Corporation to be present when the Large Items are moved;

(c) comply with all directions of the Owners Corporation, including the date and time for moving the Large Items and coordinating removalists or tradespeople involved in the move;

(d) only use those parts of the Common Property, and at such times, as the Owners Corporation allows;

OC031434Q
14/07/2016 $46.30 OCR

Delivered by LANDATA®. Land Victoria timestamp 04/08/2016 15:56 Page 13 of 18

(e) only use service lifts and not use passenger lifts to carry the Large Items and, if the Owners Corporation requires, only after the Owners Corporation has placed protective covers in the lift to minimise damage;

(f) not allow any Large Items to contact lift doors or walls, including static contact by leaning or stacking the Large Items against the lift door;

(g) not restrict access to any lifts, lobbies, fire escapes or car parking area; and

(h) not carry the Large Items through any building or the Common Property unless the Owners Corporation consents first.

9.2 Damage to Common Property

A Member must immediately:

(a) repair any damage to the Common Property and Route caused by moving the Large Items;

(b) remove any rubbish, including paper, boxes or cartons; and

(c) pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to or cleaning of the Common

10. Rights

10.1 Rights granted by Owners Corporation

(a) A Member or Occupier must not:

(i) use any part of the Common Property over which the Owners Corporation has granted exclusive use or enjoyment rights to another person; or

(ii) interfere with:

(A) the use by any person to whom the Owners Corporation has granted rights over of any part of the Common Property including the Service Rights;

(B) a manager performing their duties under any management agreement entered into with the Owners Corporation.

(b) Subject to the Act, the obligations and restrictions set out in these Rules are subject to any rights that may be given to any person by the Owners Corporation including the Service Rights.

10.2 Advertising generally

The Owners Corporation may allocate any part of the Advertising Space to a Member or Occupier or any other person on such terms as it considers to be reasonably appropriate.

10.3 Developer rights generally

(a) For so long as the Developer is the owner of a lot, nothing in these Rules shall operate as to prevent or hinder the Developer from:

OC031434Q
14/07/2016 $46.30 OCR

Delivered by LANDATA®. Land Victoria timestamp 04/08/2016 15:56 Page 14 of 18

(i) carrying out or authorising any person to carry out, any Works (including earthmoving works and ancillary or related activity) on any part of the Permitted Area;

(ii) selling or leasing any Developer Lot.

(b) While the Developer remains the owner of any lot, then to the extent permitted at law a Member may not exercise any of its rights or powers as a member of the Owners Corporation or of any committee of the Owners Corporation in such a way as to:

(i) prevent or hinder any Works being carried out by the Developer or an agent of the Developer;

(ii) delay, impede or prevent the granting of any planning or other approval for the development or the future development of any part of the Site by the Developer;

(iii) hinder the Developer's marketing activities;

(iv) be contrary to the reasonable directions of the Developer from time to time including any direction of the Developer to further develop any part of the Site including erecting an additional storey or storeys on any building on the Site;

(v) delay, impede or prevent the passage of any resolution to:

(A) adopt rules for the Owners Corporation as the Developer may require to be adopted;

(B) authorise the Developer to install, affix or erect structures of whatever nature including but not limited to marketing or promotional materials or signage on or to the roof or walls of any parts of the Permitted Area;

(C) authorise the Developer to install cabling, line links, head ends, wiring, conduits, boxes, wall plates, splitters and other electronic equipment and facilities on any part of the Common Property.

10.4 Developer rights specifically

Without limiting the generality of clause 10.3, the Developer may:

(a) use any Developer Lot as a display lot or in any other way it deems appropriate to assist in the marketing, sale or leasing of other lots;

(b) place signs on the Permitted Area including signs relating to the sale or leasing of any Developer Lot;

(c) conduct an auction sale or leasing in the Permitted Area;

(d) use any part of the Permitted Area to carry out any Works;

(e) erect on the Permitted Area barriers, fences, hoardings and signs as it deems necessary to facilitate any Works;

(f) take exclusive and sole possession of any part of the Common Property for the purpose of the carrying out of any Works;

OC031434Q
14/07/2016 $46.30 OCR

Delivered by LANDATA®. Land Victoria timestamp 04/08/2016 15:56 Page 15 of 18

(g) exclude any person including a Member or Occupier from any part of the Common Property as it deems necessary in order for Works to be carried out;

(h) grant any rights (including the Service Rights) to any person and without limiting the generality thereof, the right to use or access through, over or under the Common Property on such terms and conditions as the Developer in its discretion deems appropriate;

(i) assign all or any part of the Developer's rights or benefits contained in these Rules to any person on such terms and conditions as the Developer in its discretion deems appropriate.

10.5 Services and SPs

(a) The Members acknowledge that:

(i) in order for an SP to install infrastructure and/or connect and/or provide Services to the Site or any part of it, the Developer may enter into one or more SP Agreements and may in the future enter into additional SP Agreements;

(ii) an SP Agreement either requires or may require the Developer to do certain acts, matters or things including an SP Action;

(iii) in order for the Developer to do those acts, matters or things including an SP Action, the Members (and the Owners Corporation) may be required to:

(A) vote in favour of certain resolutions of the Owners Corporation;

(B) sign documents;

(C) give consent;

(D) do other acts, matters or things.

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(b) The Members agree that if the Developer in its sole discretion determines that a Member (or the Owners Corporation) must do any act, matter or thing to enable the Developer to comply with an SP Agreement or any part of it, the Member must on request by the Developer, do the act, matter or thing requested by the Developer.

(c) The rights of the Developer under this clause 10.5 are in addition to any other rights in these Rules.

(d) The Developer may assign its rights under this clause 10.5 and any other right or rights under these Rules at any time to any person.

11. Compliance with Rules

(a) A Member or Occupier do everything reasonably necessary to ensure that:

(i) these Rules are obeyed by their agents, contractors and invitees (including tenants and licensees);

(ii) their agents, contractors and invitees are removed from their lot and Common Property if they are behaving inappropriately and or failing to obey these Rules;

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(iii) their tenancy agreements or licences contain provisions requiring the tenant or licensee to obey these Rules.

(b) The Owners Corporation may remove any person from the Common Property if the Owners Corporation is of the view that that person is behaving inappropriately and or failing to obey these Rules.

12. Breach of Rules

12.1 Action by Owners Corporation

The Owners Corporation may do anything the Member or Occupier should have done under these Rules but which has not been done or which the Owners Corporation reasonably considers has not been done properly.

12.2 Legal proceedings, penalties and interest

(a) If a Member or Occupier breaches these Rules, the Owners Corporation may:

(i) issue legal proceedings seeking any remedy against; and/or

(ii) impose a fine or penalty on;

that Member or Occupier.

(b) A Member or Occupier must pay on request by the Owners Corporation:

(i) all costs incurred by the Owners Corporation as a result of a breach of these Rules by that Member or Occupier, including:

(A) legal costs (on a solicitor-own client basis);

(B) any cost incurred in the Owners Corporation taking action under clause 12.1.

(ii) interest at the Interest Rate on any money payable by the Member or Occupier to the Owners Corporation, including owners corporation fees and levies, which remains unpaid after the due date;

13. Request to view CCTV footage

(a) A Member or Occupier (**CCTV Applicant**) may ask the Owners Corporation for permission to view CCTV footage held by the Owners Corporation. All such requests must be in writing.

(b) The Owners Corporation may grant or refuse permission in its absolute discretion and without giving any reason for its decision.

(c) The Owners Corporation may impose any requirement as a condition of granting permission and if it does so, the CCTV Applicant must obey that requirement.

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Delivered by LANDATA®. Land Victoria timestamp 04/08/2016 15:56 Page 17 of 18

(d) The CCTV Applicant must pay any reasonable fee requested by the Owners Corporation a request by a CCTV Applicant. The fee must be paid in advance if so requested by the Owners Corporation.

14. Owners Corporation consent

(a) Where anything depends on the consent or approval of the Owners Corporation then, unless these Rules provide otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of the Owners Corporation.

(b) A consent or approval of the Owners Corporation may be revoked at any time.

(c) A conditional consent or revocation of consent made by the Owners Corporation may be evidenced by a minute of a resolution of the Owners Corporation.

(d) Any request made to the Owners Corporation must be in writing and sent to the managing agent or if there is no managing agent to the secretary of the Owners Corporation.

15. Use of lot for business

A Member or Occupier must not use their lot or any part of the Common Property for any trade or business unless:

(a) the Owners Corporation consents;

(b) the trade or business does not cause any nuisance to occupiers of other lots;

(c) at all times, they comply with any health, noise and other laws and regulations governing the proposed trade or business, including getting any necessary permit, licence and insurance;

(d) the law generally and the planning scheme specifically, permit the lot or that part of the Common Property to be used for the proposed trade or business.

16. Dispute resolution

(a) The grievance procedure set out in this Rule 16 applies to disputes involving a Member, Occupier, manager or the owners corporation.

(b) The party making the complaint must prepare a written statement in the approved form.

(c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.

(d) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.

OC031434Q
14/07/2016 $46.30 OCR

Delivered by LANDATA®. Land Victoria timestamp 04/08/2016 15:56 Page 18 of 18

(e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.

(f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.

(h) This process is separate from and does not limit any further action under Part 10 of the Act.

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14/07/2016 $46.30 OCR





SRB BUILDING Consultants
A Division of SRB Management Group Pty Ltd
Mobile: 0419 254 894
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www.checkbuild.com.au
The report was written by Simon Brownhill

BUILDING DEFECTS REPORT

Site Address:	100 Nicholson Street, Brunswick
Client Name:	Owners Corporation PS725488X
Phone #:	
Email:	michael.johnson@turnbullcook.com.au
Our Job Reference –	01562
Instructions Received from –	Mr. Michael Johnson of Turnbull Cook
Date of this Report –	5/07/2021
Date of inspection –	27/04/2021
Prevailing weather conditions	overcast

This report consists of 70 pages including this page.

Dwelling type:	Mixed use building - commercial and residential
Dwelling configuration:	multi storey
Nature of works:	defects inspection
Stage of inspection:	completion
Construction Type:	tilt concrete panel, light weight cladding, suspended slab, metal roof
Garage:	basement
Foundations:	pier and beam footings
Orientation: Front door faces	south west

Contents:	
3	INSTRUCTIONS
3	SUMMARY
3	DOCUMENTS PROVIDED
4	EXPERTS EXPERTISE IN THE MATTER
5	INSPECTION & REPORT PARTICULARS
5	TERMS & CONDITIONS
5	ABBREVIATIONS
6	RESPONSE TO ALLEGED DEFECTS AND OBSERVATIONS
6	ITEM 1 – Roof plumbing
15	ITEM 2 - Cracked applied sealant
23	ITEM 3 - No fire-stopping material provided to wall penetrations
32	ITEM 4 - Active water leaks
45	ITEM 5 - Identification of pipework
49	ITEM 6 - No drainage risers installed in the planters
55	ITEM 7 – Incomplete work
68	COSTING BREAKDOWN
69	EXPERT'S STATEMENT & DECLARATION
70	STANDARD TERMS & CONDITIONS

Instructions

Instructions were written in relation to the alleged defects to the internal and external areas at the above-mentioned property. I was contacted by the Body Corporate Manager to conduct a building inspection and provide a report to address the following:

- Conduct an onsite inspection to identify the defective works to the property
- Review supplied documents and prepared a report detailing all defective items identified;
- Prepare rectification scope of work and associated cost allowance of proposed work;

Summary:

After conducting a site inspection, it is my expert opinion, the work completed to the construction of the property does not satisfy the requirements set out in the National Construction Code Volume 1 2013 and is considered defective works. All items listed within this report are required to be rectified for compliance to satisfy the specific *Performance Requirements* regulated within the abovementioned construction code.

Rectification of the items is $103,892.30 inclusive of GST and will take approximately 12 weeks to complete. All of the items relate to the common property areas and will not require the building occupants to vacate the property during these works are in progress.

Furthermore, a review of the as-built conditions related to the location of the commercial properties and their use as private residences, consultation with the original relevant building surveyor who granted the original building, and occupancy permits will be required. The current construction of the commercial properties does not satisfy the relevant National Construction Code requirements.

Documents provided

No.	Documents	Date
Documents		
1	Plan of Subdivision – PS 725488X	02/08/2016

Experts Expertise in the Matter.

Having actively worked in the Building and Construction Industry for over 30 years as a Carpenter/Joiner, Construction Manager, Domestic Builder, Property Developer, and Building Consultant, I have ample experience in the processes involved in designing, costing and estimating, constructing, and managing a wide range of domestic and commercial building projects.

My qualifications include:

- Certificate of Completion – Small Business/Successful Management
- Certificate of Completion - Carpentry
- Certificate of Completion – Housing Industry Assoc. Housing Supervisor
- Registered Building Practitioner – DBU – 19568
- Certificate of Completion – Estimating & Costing
- Certificate of Attainment – Resolve Business Disputes
- Certificate of Completion – REVIT Level 1 – 3D Drafting
- Certificate of Attainment – Completed Residential Building Inspections
- Certificate of Attainment – New Construction Inspections
- Licensed Pest Inspector / Controller – L005928
- Accredited Asbestos Assessor
- Certificate of Attainment – Thermography in Building Inspections
- Diploma of Building & Construction (Building).
- Domestic Building Dispute Resolution (DBDRV) Past Assessment Panel Member

Professional Memberships:

- Housing Industry Association Member – 816802 (1996-)
- National Kitchens & Bathrooms Association Member (1996-)
- Housing Industry Association Greensmart Professional – VIC-08-00174 (2008-)
- Building Disputes Practitioners Society Member (2014-)
- Australian Society of Building Consultants (2015-)
- Australian Institute of Waterproofing (2015-)
- Society of Construction Law Australia (2018-)
- Australian Institute of Building Surveyors (2020-)

Relevant Experience:

- Cathedral Craft Pty. Ltd.: Carpenter-Domestic and Commercial Buildings (January 1988-December 1995)

- SMA Projects Pty. Ltd.: Subcontractor Carpenter/Project Manager-Domestic and Commercial Buildings (January 1996- July 1998)

- SRB Management Group Pty Ltd: Contract Carpenter/Construction Manager/Estimator/ Managing Director-Domestic Buildings. (August 1998-)

- Cathedral Craft Pty Ltd-T/as Jim's Building Inspections - Camberwell: Conduction of Pre-Purchase Property Inspections, Pest Inspections, Asbestos Assessments, Property Defect Inspections, New Construction Stage Inspections, Dilapidation Reports (avg. 250+ reports per annum) (2012-2018)

- SRB Building Consultants: specializing in Building Expert Witness Reports, Defect Inspection Reports, VCAT Proceedings, VCAT Practice Note 2 Reports, Building Dispute Resolution (2013-) DBDRV Assessment Panel (2017)

My role as Director of SRB Management Group Pty Ltd involved the construction of New Homes, Additions & Renovations of existing homes, Unit & townhouse developments, Multi-unit & apartment developments. I also oversaw the design, manufacture, and installation of cabinetry items for kitchens, bathrooms, laundries, built-in and walk-in robes, and custom items our company supplied for our client's projects.

Inspection & Report Particulars

My inspection is a visual inspection of the finishes, and the quality of those finishes present at the time of my inspection. This report contains a 'Schedule of Building Defects' that lists the items that in my judgment do not reach an acceptable standard of quality, level of building practice, or have not been built in a proper workmanlike manner in relation to the Building Acts & Regulations, the Building Code of Australia (BCA), any relevant Australian Standard, any manufacturers installation instructions or the acceptable standards & tolerances as set down by the Building Commission of Victoria.

This report does not contain legal or engineering advice and is limited to the expert's qualifications backed by extensive experience in domestic and commercial building projects. For legal advice contact a lawyer. Although the building expert is not a lawyer, he is entitled by his qualification Registered Building Practitioner to interpret:

1. Domestic Building Contracts Act 1995 (if applicable)
2. Building Act of 1993
3. Building Regulations
4. Building Code of Australia
5. Appropriate Australian Standards

Terms & Conditions

All site inspections, meetings, this report, all future reports, correspondence, and advice that I provide in relation to this property, whether written or verbal, are provided subject to the limitations and exclusions detailed in the standard terms and conditions set out on the last page of this report.

Abbreviations

The following abbreviations will apply to this document.

NCC/BCA-	National Construction Code / Building Code of Australia relevant edition to the date of building permit issue.
AS -	Australian Standard relevant edition to the date of building permit issue.
GTST 2007 / 2015 -	Guide to Standards and Tolerances issued by the Victorian Building Authority 2007 or 2015.

Response to the Alleged Defects and Observations:	Have been provided in **Addendum 'A'** towards the beginning of this report
Cost Estimates:	Have been provided in **Addendum 'B'** towards the middle of this report.
Expert's Summary, Statement & Declaration:	Has been provided in **Addendum 'C'** at the rear of this report.

Schedule of Defects, Observations, Site Comments, and Other Relevant Information:

Item: 1 **Defect:** Roof plumbing

Location: Main roof

Observation;

1. No overflow provisions were identified within drainage sumps located within the central box gutter.

2. No overflow provisions are installed at the ends of the centrally located box gutter.

3. Ponding water not freely draining from the flat wide flashing sections on each level.

4. Evidence of ponding/standing water on the parapet capping flashing due to insufficient slope across the capping width back to the main roof.

Discussion;

5. Inspection of the rainwater drainage sumps installed within the box gutters does not have overflow provisions as required. To comply with NCC/BCA *Performance Requirement* FP1.4[1], stormwater drainage must meet Deemed-to-Satisfy Provision F1.1 Stormwater drainage and comply with AS 3500.3[2]

6. Overflow devices must be installed within the stormwater drainage sumps pursuant to AS 3500.3 clause 3.7.5 and Figure 3.7 Overflow Devices – Box Gutters. No overflow provisions are considered in breach of NCC/BCA *Performance Requirement* FP1.4 and require rectification.

7. Water was identified ponding on the wide roof flashings and not freely drain from the surface. Standing water retained on the flashing surface is in breach pursuant to HB39-97[3]clause 7.6 and AS 3500.3 clause 4.4.3.

8. Parapet capping must be fixed to walls at intervals not exceeding 500mm and a minimal fall of 3° across the width of the flashing to divert back to the roof surface pursuant with HB39-97 clause 8.7 *All other flashing and cappings.*

Supporting Reference Materials;

4.4.3 Corrosion due to crevices

Metal roof drainage systems and support systems shall be designed and installed to achieve complete drainage or drying. Shielded areas capable of causing permanent ponding shall be avoided to prevent the possibility of intense localized corrosion known as crevice corrosion.

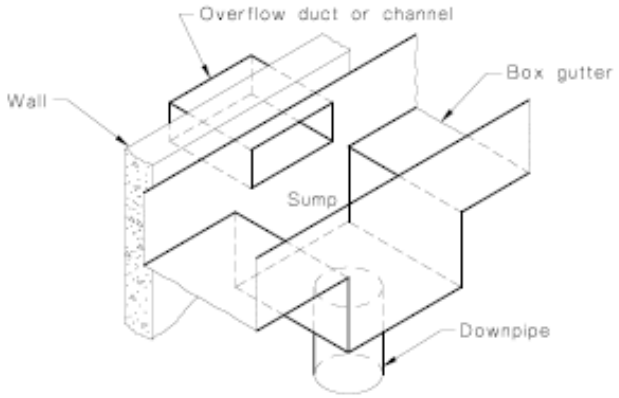
NOTE: This type of attack results from contact of metal with moisture and salts under oxygen-deficient conditions where trapped moisture cannot readily evaporate. It can be caused by lap joints, absorbent gaskets, holes, crevices under bolt or rivet heads or surface deposits including non-metallic materials, such as elastomeric materials, plastic, fabrics, lifted paint films or accumulated solids.

[1] NCC/BCA – National Construction Code/Building Code of Australia Volume 1 2013
[2] AS 3500.3 Plumbing and drainage Part 3: Stormwater drainage
[3] HB39-1997 – Installation code for metal roofing and wall cladding

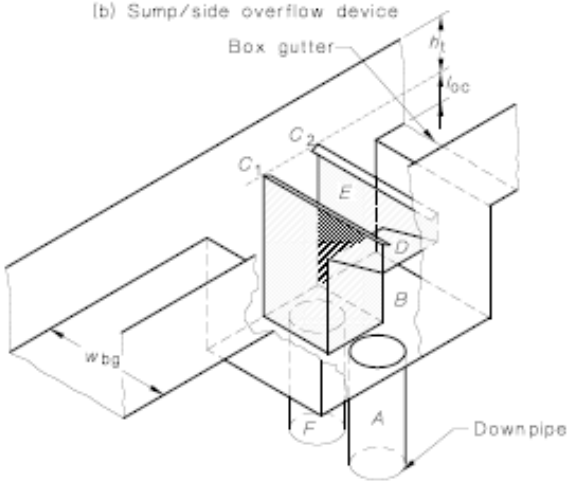
5.3 BOX GUTTERS UP TO 600 mm

5.3.1 Overflow provision and size

To protect buildings from a total or partial blockage of outlets, downpipes or stormwater drains, it is essential that box gutters discharge all roof water clear of the building via overflows. To ensure that adequate overflow provisions are made and any surcharge is accommodated, the overflow weir of any rainhead is to be not less than 25 mm below the sole of the gutter discharging to the rainhead. Box gutter sumps are to be fitted with overflow ducts, overflow channels or high capacity overflow devices [see Figure 5.3.1(a)].



(b) Sump/side overflow device



(c) Sump/high capacity overflow device (see Clause 3.7.2.2(b)(ii))

8.7 ALL OTHER FLASHINGS AND CAPPINGS

All other flashings and cappings should be fastened to the metal roof cover at intervals not exceeding 500 mm with self-drilling roof screws into the roof supports or rivets into the roof cover. All self-drilling self-tapping roof screws should be fastened on crests of roof covers. For particular situations, the following recommendations apply:

(a) *Thermal movement* Where thermal movement is likely to be a problem, cappings fixed to metal roof covers should be fastened with cleats or sliding supports to all other surfaces.

(b) *Parapet cappings* Parapet cappings should be fixed to parapet walls at intervals not exceeding 500 mm with masonry anchors and cleats that permit longitudinal expansion and contraction (see Figure 8.7.1). A minimum fall of three degrees should be provided across the width of the flashing to divert water from dripping down the fascia and causing unsightly staining.

(c) *Wall cladding cappings* Cappings fixed to wall cladding of the concealed-fixed and pierced-fixed types should be tightly notched and fastened at every rib and crest.

(d) *Barge capping* Barge capping should be installed as shown in Figure 8.7.2.

(e) *Synthetic rubber strip flashing* Synthetic rubber strip flashing installed as a transverse flashing or capping should be sealed with flexible sealant and fixed in a manner that will ensure a snug fit to the profile of the sheet. Where it is used as a sloping apron flashing it should be fixed at 50 mm centres (see Figure 8.7.3).

Summary;

9. It is my expert opinion, the defective work identified on the main roof area of the building does not meet the abovementioned regulatory requirements and requires rectification.

Suggested Scope of Rectification Works;

Trade	**Description of work**
Roof Plumber	• Remove the existing roof covering adjacent to the existing central box gutter • Adjust drainage sumps to provide overflow provisions, • Readjust box gutter and install a drainage sump at the ends of the building – (this will require the drainage pipe to be connected to the existing stormwater system), • Supply and install new drainage sumps and box gutters, • Reinstate roofing sheets into original position, • Remove the parapet capping flashing • Remove the rendered lightweight cladding above the areas of the wide roof flashing • Supply and install new wide roof flashing with correct folds and slope • Supply and install new lightweight cladding with the rendered finish – colour to match the existing • Supply and install non-compressible packing material along the front edge of the parapet walls • Supply and install new parapet capping flashing with the correct 3° slope back to-wards the main roof • Supply and install additional fixings to all capping flashing located on the roof.
Carpenter	• Readjust the box gutter supports to provide the correct slope towards the drainage sumps as required. • Supply and install new lightweight cladding were removed • Supply and install graded battens on the roof framing and non-compressible packing material along the front edge of the parapet walls

Renderer	• Supply and install applied to render finish to the new lightweight cladding • Colour and finish to match the existing.

Rectification Cost:

Item	Unit	Hours	Quantity	Rate	Labour	Materials	Total
Plumber x 2	L	80		$105.00	$8,400.00	$0.00	$8,400.00
Material allowance	MA		15	$325.00	$0.00	$4,875.00	$4,875.00
Renderer x 2	L/M2	48		$85.00	$4,080.00	$975.00	$5,055.00
Carpenter x 2 x 5 days	L	80		$85.00	$6,800.00	$0.00	$6,800.00
material allowance	M/A		1	$2,380.00	$0.00	$2,380.00	$2,380.00
Rubbish removal	L		6	$263.00	$0.00	$1,578.00	$1,578.00
protection - allowance	P		4	$500.00	$0.00	$2,000.00	$2,000.00
							$31,088.00
					contingency	5.00%	$1,554.40
							$32,642.40
					B/M	25.00%	$8,160.60
							$40,803.00
					GST	10.00%	$4,080.30
					Total		$44,883.30



No overflow provision in the central box gutter



No overflow provision in the central box gutter



No overflow provision in the central box gutter



No overflow provision in the central box gutter



No overflow provision in the central box gutter



No overflow provision in the central box gutter



No overflow provision in the central box gutter



Insufficient fixing in parapet capping flashing



Water does not freely drain from the wide roof flashing



Water does not freely drain from the wide roof flashing



Water does not freely drain from the wide roof flashing



Water does not freely drain from the wide roof flashing



No overflow provisions



Water does not freely drain from the wide roof flashing & insufficient slope across the width of the capping flashing



Insufficient slope across the width of the capping flashing

Item: 2 **Defect:** Cracked applied sealant

Location.
Main roof

Observation / Issue

10. The sealant installed between the concrete panels is cracked and delaminating from the surface causing voids to form within the joints. These voids can allow the passage of water through the joint and ingress the building. Some new sealant was previously installed over the existing sealant and not in the joint which has delaminated from the surface.

Discussion

11. Correct sealing of the joint between the concrete panels must be completed pursuant to AS 3600[4] clause 14.1.4 *Joint fillers and sealants* to provide, amongst other things, weatherproofing between the wall panels.

12. Failure to correctly weatherproof the joints between the wall panels is in breach pursuant to NCC/BCA *Performance Requirement* BP1.1 and FP1.4 requiring rectification.

Supporting Reference Materials.

14.1.4 Joint fillers and sealants

Material infill in a joint shall remain in place and deform in response to loading and movement without undergoing any change that will adversely affect the functionality of the joint. Such infills shall consist of either a joint filler or sealant (or both). Fillers may be inserted into a joint in a compressed condition either when the concrete is plastic or is in its hardened state.

A sealant shall be employed to provide weatherproofing, fire resistance, acoustic insulation, chemical resistance, prevention of deleterious material ingress or other function that cannot be imparted by a filler.

Joints shall be sealed or otherwise designed and detailed to prevent the entry of dirt or incompressible material into the joint which would detrimentally affect the joint movement or operation. Where loading across the joint is anticipated, the designer shall ensure the infill materials are of sufficient hardness and the concrete edges adequately protected, as appropriate, to prevent joint edge spalling.

PERFORMANCE REQUIREMENT

BP1.1

(a) A building or structure, during construction and use, with appropriate degrees of reliability, must—

(i) perform adequately under all reasonably expected design actions; and

(ii) withstand extreme or frequently repeated design actions; and

(iii) be designed to sustain local damage, with the structural system as a whole remaining stable and not being damaged to an extent disproportionate to the original local damage; and

(iv) avoid causing damage to *other properties*,

by resisting the actions to which it may reasonably expect to be subjected.

(b) The actions to be considered to satisfy (a) include but are not limited to—

[4] AS 3600-2009 Concrete Structures

(i) permanent actions (dead loads); and
(ii) imposed actions (live loads arising from occupancy and use); and
(iii) wind action; and
(iv) earthquake action; and
(v) snow action; and
(vi) liquid pressure action; and
(vii) ground water action; and
(viii) rainwater action (including ponding action); and
(ix) earth pressure action; and
(x) differential movement; and
(xi) time dependent effects (including creep and shrinkage); and
(xii) thermal effects; and
(xiii) ground movement caused by—
  (A) swelling, shrinkage or freezing of the subsoil; and
  (B) landslip or subsidence; and
  (C) siteworks associated with the building or structure; and
(xiv) *construction activity actions*; and
(xv) termite actions.

Suggested Scope of Work (SOW)	
Trade	**Description of work**
Caulker	• Cut and remove the existing sealant within the concrete panel wall joints • Supply and install new joint filler and UV-rated flexible sealant into the joints.

Cost of Rectification

Item	Unit	Hours	Quantity	Rate	Labour	Materials	Total
Caulker x 2 x 1 day	L	16		$85.00	$1,360.00		$1,360.00
materials	M/A		1	$570.00	$0.00	$570.00	$570.00
							$1,930.00
					contingency	5.00%	$96.50
							$2,026.50
					B/M	25.00%	$506.63
							$2,533.13
					GST	10.00%	$253.31
					Total		$2,786.44



Cracked and delaminated caulking



Cracked and delaminated caulking



Cracked and delaminated caulking



Cracked and delaminated caulking



Cracked and delaminated caulking



Cracked and delaminated caulking



Cracked and delaminated caulking



Cracked and delaminated caulking

Item: 3 **Defect:** No fire-stopping material was provided to wall penetrations

Location
Service enclosures on each level.

Observation/discussion.

13. Several electrical service cabinets had either unsealed holes located on the inside surface of the cupboards or open gaps between penetrations and conduits or cables within the electrical cupboards.

14. These unsealed holes require patching and open gaps are required to have appropriate fire-stopping material installed to seal all areas from the spread of fire. Compliance is required pursuant to NCC/BCA Spec C3.15 – *7 Fire-stopping.* Check all penetrations and repairs as required.

Supporting Reference Materials.

7. Fire-stopping

(a) **Material:** The material used for the fire-stopping of service penetrations must be concrete, high-temperature mineral fibre, high-temperature ceramic fibre or other material that does not flow at a temperature below 1120°C when tested in accordance with ISO 540, and must have—

(i) demonstrated in a system tested in accordance with C3.15(a) that it does not impair the *fire-resisting* performance of the building element in which it is installed; or

(ii) demonstrated in a test in accordance with **(e)** that it does not impair the *fire-resisting* performance of the test slab.

(b) **Installation:** Fire-stopping material must be packed into the gap between the service and wall, floor or ceiling in a manner, and compressed to the same degree, as adopted for testing under Clause 7(a)(i) or **(ii)**.

(c) **Hollow construction:** If a pipe penetrates a hollow wall (such as a stud wall, a cavity wall or a wall of hollow blockwork) or a hollow floor/ceiling system, the cavity must be so framed and packed with fire-stopping material that is—

(i) installed in accordance with Clause 7(b) to a thickness of 25 mm all round the service for the full length of the penetration; and

(ii) restrained, independently of the service, from moving or parting from the surfaces of the service and of the wall, floor or ceiling.

(d) **Recesses:** If an electrical switch, socket, outlet or the like is accommodated in a recess in a hollow wall or hollow floor/ceiling system—

(i) the cavity immediately behind the service must be framed and packed with fire-stopping material in accordance with Clause 7(c); or

(ii) the back and sides of the service must be protected with refractory lining board identical with and to the same thickness as that in which the service is installed.

Suggested Scope of Work (SOW)

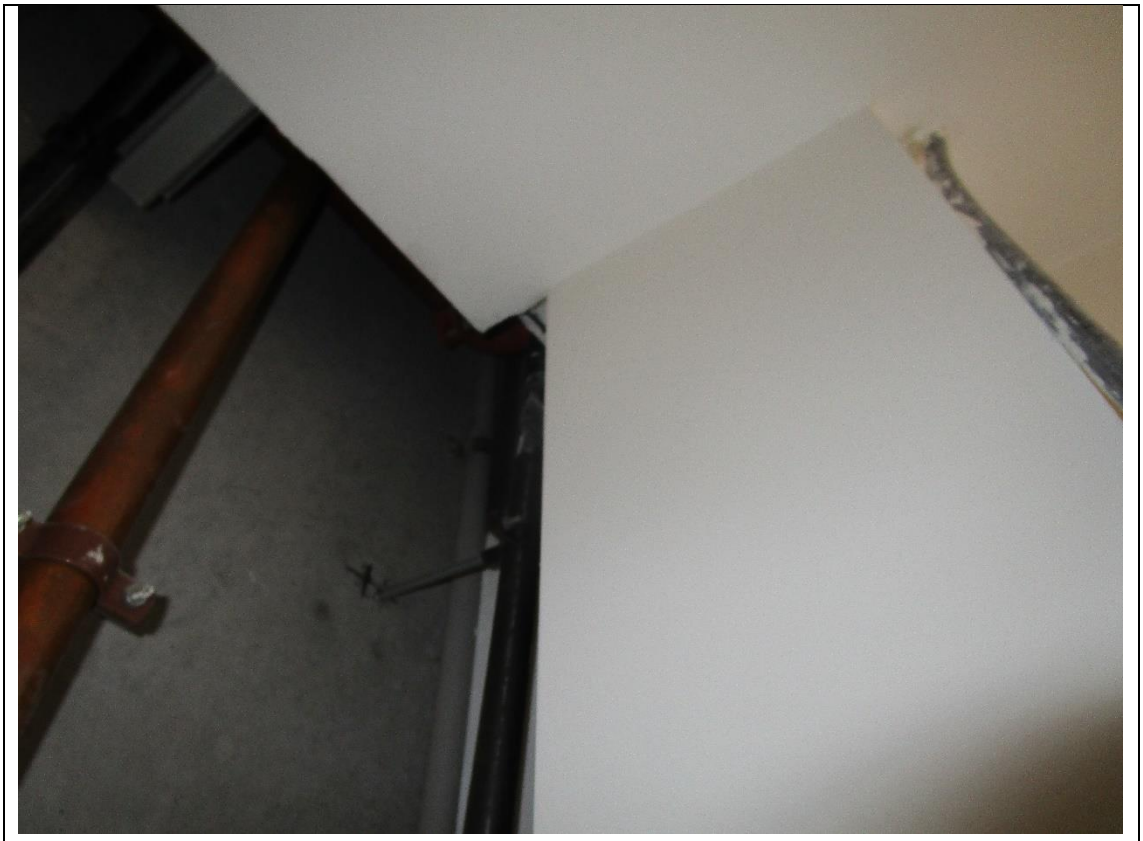
Trade	Description of work
Electrician	• Supply and install fire-stopping material to the electrical wire and conduit penetrations • Readjust or isolate wiring where required •
Plasterer	• Fill and plaster patch holes within the electrical services cupboards
Painter	• Paint seal all new plasterwork

Cost of Rectification

Item	Unit	Hours	Quantity	Rate	Labour	Materials	Total
Electrician	L	8		$105.00	$840.00		$840.00
Plasterer x 2 x 3 days	L	48		$85.00	$4,080.00		$4,080.00
materials	M		4	$476.00		$1,904.00	$1,904.00
Painter x 1	L/M	32		$105.00	$3,360.00	$0.00	$3,360.00
							$10,184.00
					contingency	5.00%	$509.20
							$10,693.20
					B/M	25.00%	$2,673.30
							$13,366.50
					GST	10.00%	$1,336.65
					Total		$14,703.15



Unsealed gaps in the service cupboards



Unsealed gaps in the service cupboards



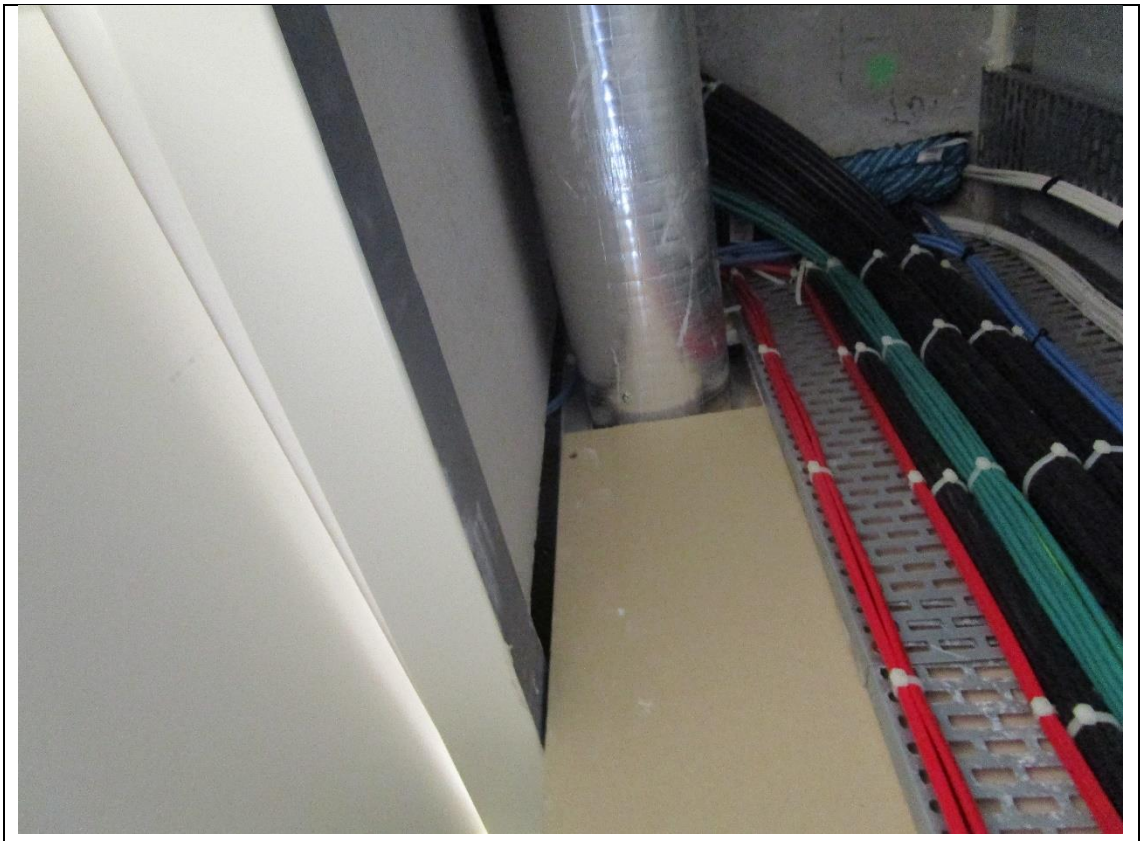
Unsealed gaps in the service cupboards



Unsealed gaps in the service cupboards



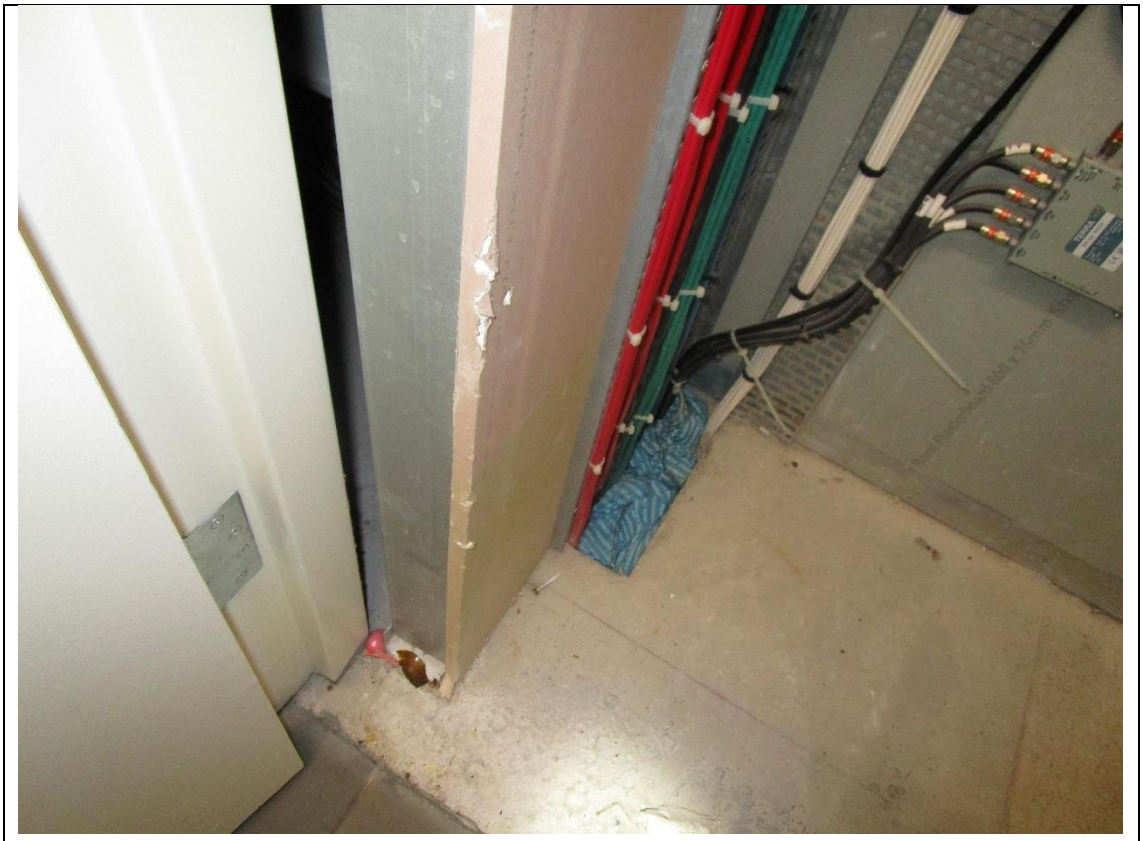
Unsealed gaps in the service cupboards



Unsealed gaps in the service cupboards



Unsealed gaps in the service cupboards



Unsealed gaps in the service cupboards



Unsealed gaps in the service cupboards



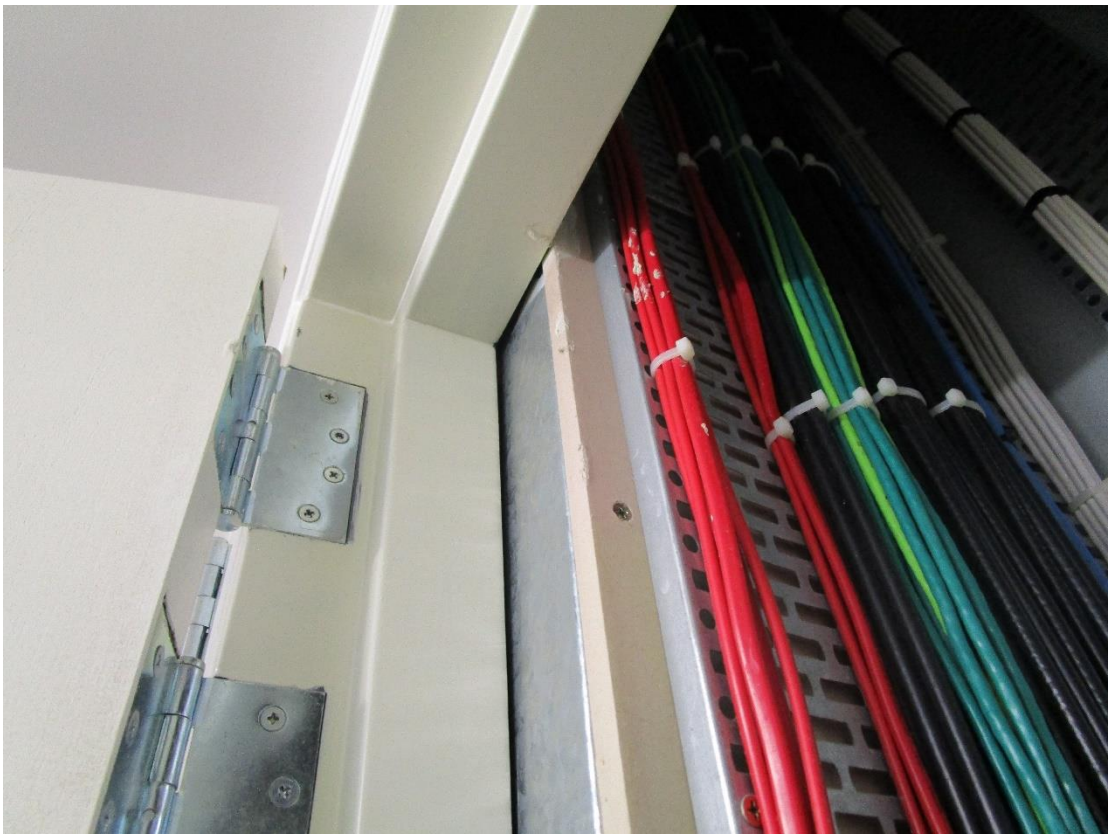
Unsealed gaps in the service cupboards



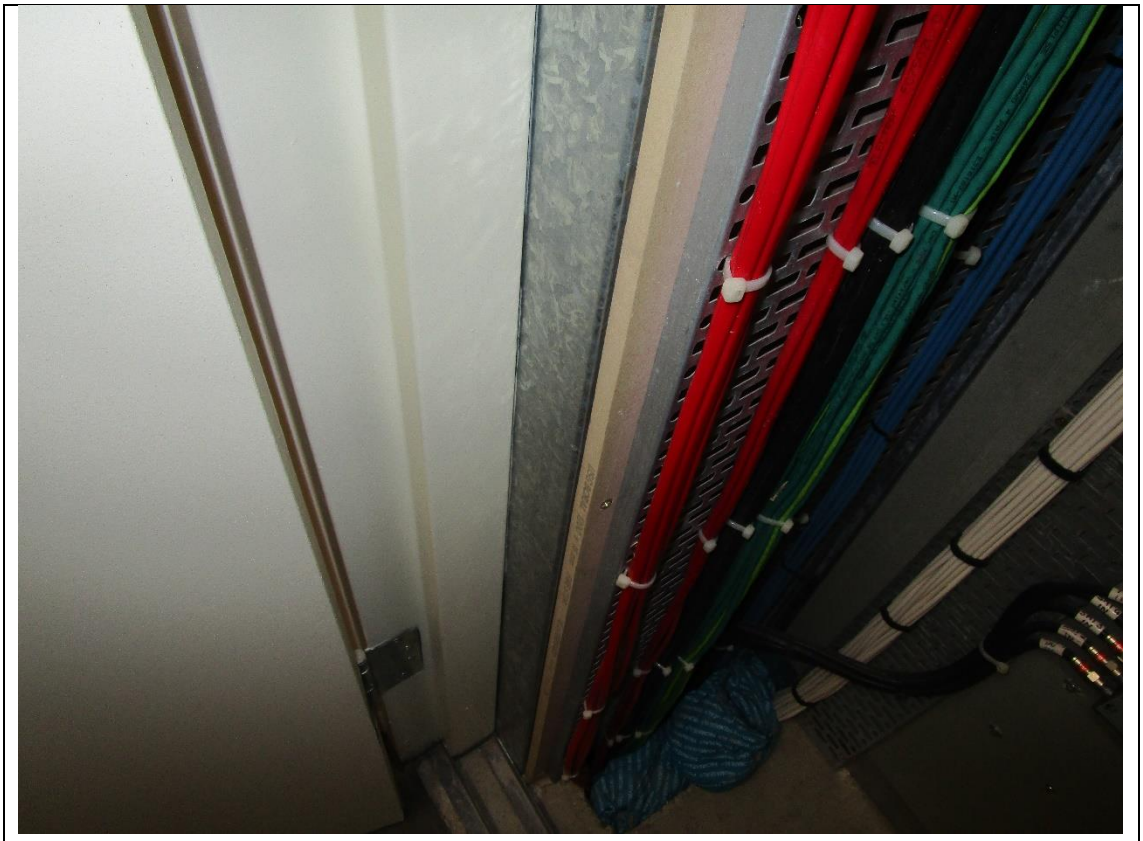
Unsealed gaps in the service cupboards



Unsealed gaps in the service cupboards



Unsealed gaps in the service cupboards



Unsealed gaps in the service cupboards

Item: 4 **Defect:** Active water leaks

Location:
Basement carpark
The corridor leading from the basement lobby to the lower carpark area
Pump room

Observation.

15. Active water leaking and pooling within the basement carpark area.

16. The basement carpark does not have the appropriate spoon drains at the base of the walls in the basement carpark to successfully convey subsoil or surface water into the drainage outlets.

17. Water leaking through the pipe penetration and crack in the concrete substrate at the 45° corner in the basement carpark.

18. Water flooding to the storage room on the level 3 basement carpark.

Discussion.

19. The location of drainage points installed along the base of the walls classifies the basement carpark as a wet basement. Wet basements typically have a slotted subsurface drainage collection system on the outside of the wall to collect groundwater and relieve hydrostatic pressures to the outside walls. This is usually collected into pits that are pumped out into the sewerage point of discharge.

20. Provisions for the collection and drainage of the groundwater conveyed via open spoon drains are installed in a small area adjacent to the base of the basement walls at the end of the access ramp. Several areas where spoon drains are to be constructed were non-existent. No formed concave is provided on the concrete surface creating a spoon drain to convey water into the drainage outlets. Surface and subsoil water is not contained within a drain and floods out onto the concrete floor area creating a safety hazard. The drainage points located at the base of many of the walls appear redundant with groundwater flowing away from the drainage points flooding the carpark floor surface.

21. Evidence of water leaks was identified at the base of the concrete panel wall and tiled floor in the lower corridor leading from the lift lobby to the lower carpark area, and along the base of the walls in the storage cage area. Water stains on the floor areas indicate water is leaking through the base of the wall in the lower carpark.

22. Active leaks from the water pipework were identified at the time of the inspection and require rectification.

23. Failure to make provision for the effective drainage to the basement floor surface and walls is in breach pursuant to AS 3500.3 [5]Appendix M *Subsoil Drainage Systems – Design,* NCC/BCA[6] FP1.3 *Stormwater drainage* and NCC/PCA[7] *Performance Requirements* DP2.1 *Surface drainage systems* & DP2.3 *Surface drainage installation.* As the basement area is classified as a Class 7 building, application of the abovementioned Australian Standard is applicable as it is recorded within the BCA. Notwithstanding it is a breach by the head contractor/builder if these requirements are deemed defective and require rectification

[5] AS 3500.2-2003 Plumbing and drainage Part 3: Stormwater drainage
[6] NCC/BCA – National Construction Code/Building Code of Australia – 2013 Volume 1
[7] NCC/PCA – national Construction Code/Plumbing Code of Australia – 2013 Volume 3

Supporting Reference Materials.

M2 PURPOSE

The purpose of the subsoil systems covered in this Standard is to drain away ground water and, possibly, surface water in the vicinity of buildings in order to—

(a) increase the stability of the ground and footings of buildings by inducing a more stable moisture regime and reducing foundation movements due to variations in the soil moisture content;

(b) mitigate surface water ponding and waterlogging of soils by lowering watertables;

(c) increase soil strength by reducing its moisture content; and

(d) prevent damage, where applicable, due to frost heave of subsoil. (This generally applies to sites 1000 m or more above sea level.)

The investigation and design of subsoil drainage systems are uncertain processes. Only in a very limited number of situations can the need for subsoil drainage be identified without detailed subsurface investigations involving excavations, field observations and soil tests. One important factor indicating a need for subsoil drainage is the presence of a watertable high enough to have an adverse effect on the development.

In clay soils, subsoil drains can alter long-term soil moisture regimes so that building foundations are adversely affected by removing water, or in some cases by introducing water. In such conditions, subsoil drains should only be used where there are no other options for solving a dampness problem.

NOTE: Consideration should be given to the possible effects of intermittent or permanent reduction in ground water levels on adjacent lands. In soils with a clay content exceeding 20%, lowering watertables can cause soil shrinkage and damage to structures. AS 2870.1 recommends against placing subsoil drains too close to buildings on clayey sites.

FP1.3

A drainage system for the disposal of *surface water* resulting from a storm having an *average recurrence interval* of—

(a) 20 years must—

(i) convey *surface water* to an appropriate *outfall*; and

(ii) avoid *surface water* damaging the building; and

(b) 100 years must avoid the entry of *surface water* into a building.

PERFORMANCE REQUIREMENTS

DP2.1 Surface drainage systems

Surface *drainage* systems must dispose of stormwater flows from rainfall events having an *average recurrence interval* appropriate to the importance of the site and the severity of potential damage to property, *loss* of *amenity*, illness or injury that would result from the failure of such a system.

DP2.3 Surface drainage installation

Surface *drainage* installations must be designed, constructed and installed in such a manner as to—

(a) convey stormwater to a *point of connection*; and

(b) avoid the likelihood of *blockages*; and

(c) avoid the likelihood of leakage and penetration by roots; and

(d) provide access, as *required* for maintenance and clearing of *blockages*; and

(e) avoid the likelihood of damage to the *Network Utility Operator's drainage* system; and

(f) avoid the likelihood of damage from superimposed loads or ground movements; and

(g) avoid the likelihood of ingress of sewage and/or liquid trade waste; and

(h) avoid the likelihood of ingress of surface water and stormwater into a sanitary *drainage* system; and

(i) avoid the likelihood of foul air and gases accumulating in the stormwater system; and

(j) avoid the likelihood of *loss* to buildings or property; and

(k) avoid the likelihood of uncontrolled discharge.

Summary.

24. It is my expert opinion the head contractor has not met the abovementioned provisions and is therefore in breach pursuant to the regulations as outlined and deemed as defects requiring rectification.

Suggested Scope of Rectification Works.

- Cut along the concrete carpark floor slab parallel with the basement carpark external walls to a depth of approximately 250mm wide for a depth of 60mm to the drainage points.
- Squabble out concrete from between the cut and basement wall.
- Supply and install concrete where removed to form a concave spoon drain.
- Clear concrete overspill from the drainage grates.
- Apply chemical injection waterproofing system to the interface between the band beam and concrete piles above the car stackers on the west wall where water is penetrating through the wall surface
- Clean the efflorescent salts from the basement ceiling and apply a chemical injection waterproofing system to the penetrations and cracks in the concrete substrate
- Repair all water leaks in the plumbing pipework.
- Clean and remove all debris from the site.

Rectification Cost:

Item	Unit	Hours	Quantity	Rate	Labour	Materials	Total
Labourer x 2	L	80		$80.00	$6,400.00		$6,400.00
Plumber x 2	L	16		$105.00	$1,680.00	$0.00	$1,680.00
Material allowance	MA		1	$325.00	$0.00	$325.00	$325.00
Waterproofing system	L/m A		8	$450.00	$0.00	$3,600.00	$3,600.00
Concreter x 3 x 1 day	L	27		$85.00	$2,295.00		$2,295.00
material allowance	MA		13	$55.00	$0.00	$715.00	$715.00
Rubbish removal	L		3	$263.00	$0.00	$789.00	$789.00
protection - allowance	P		1	$500.00	$0.00	$500.00	$500.00
							$16,304.00
					contin-gency	5.00%	$815.20
							$17,119.20
					B/M	25.00%	$4,279.80
							$21,399.00
					GST	10.00%	$2,139.90
					Total		$23,538.90



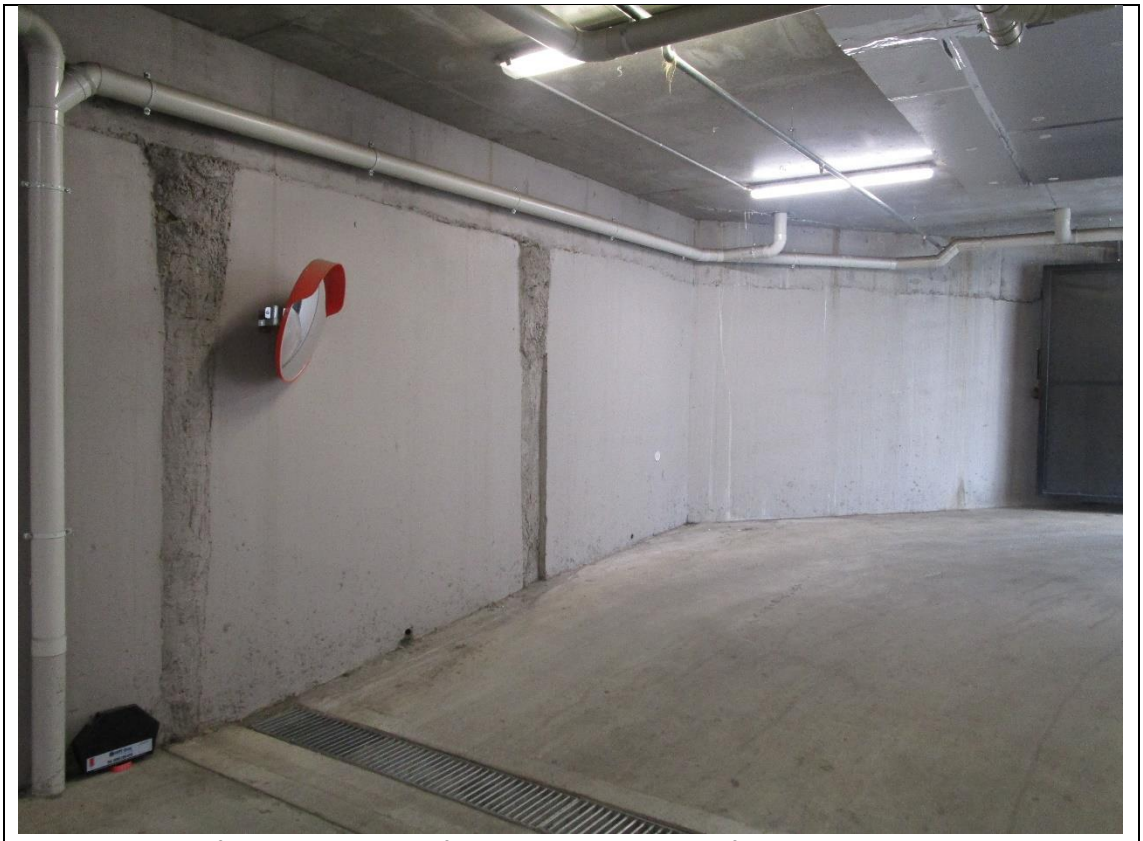
Active water leak



Active water leak



Active water leak



No spoon drain formed at the base of the wall to convey water from the behind the wall drainage outlets



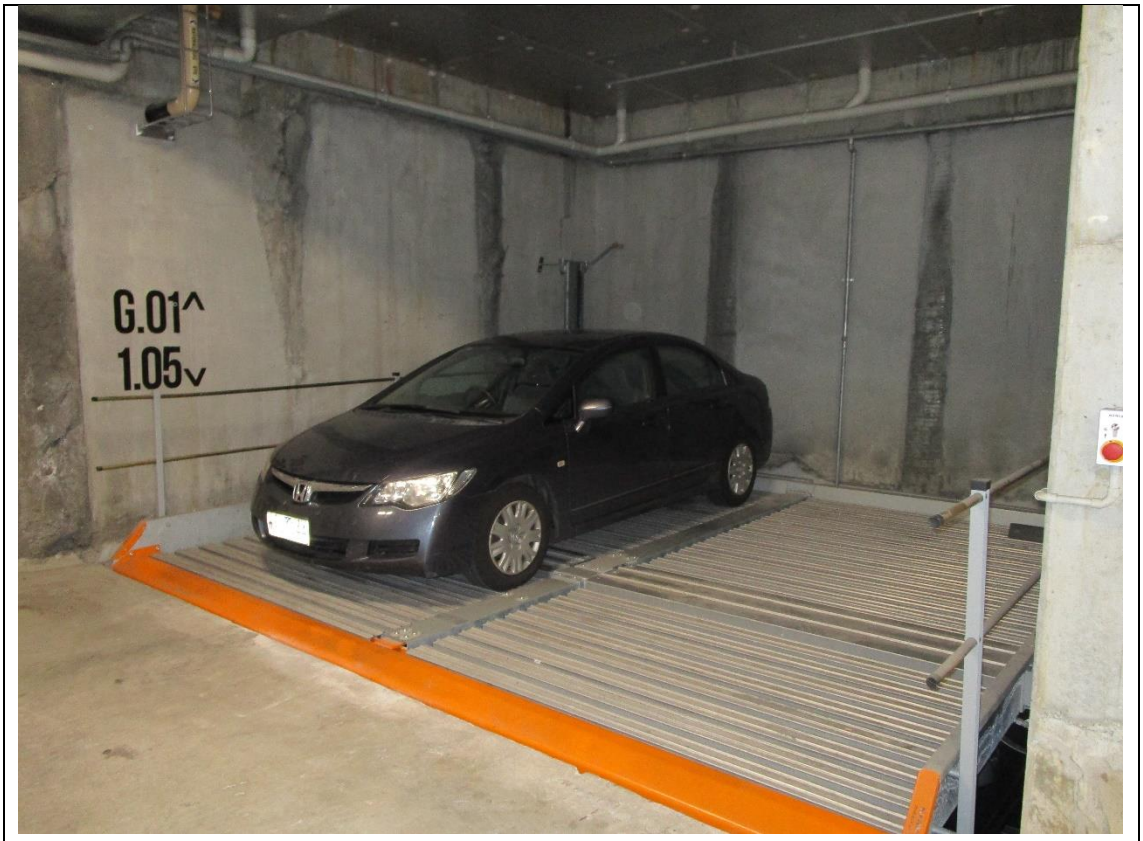
No spoon drain formed at the base of the wall to convey water from the behind the wall drainage outlets



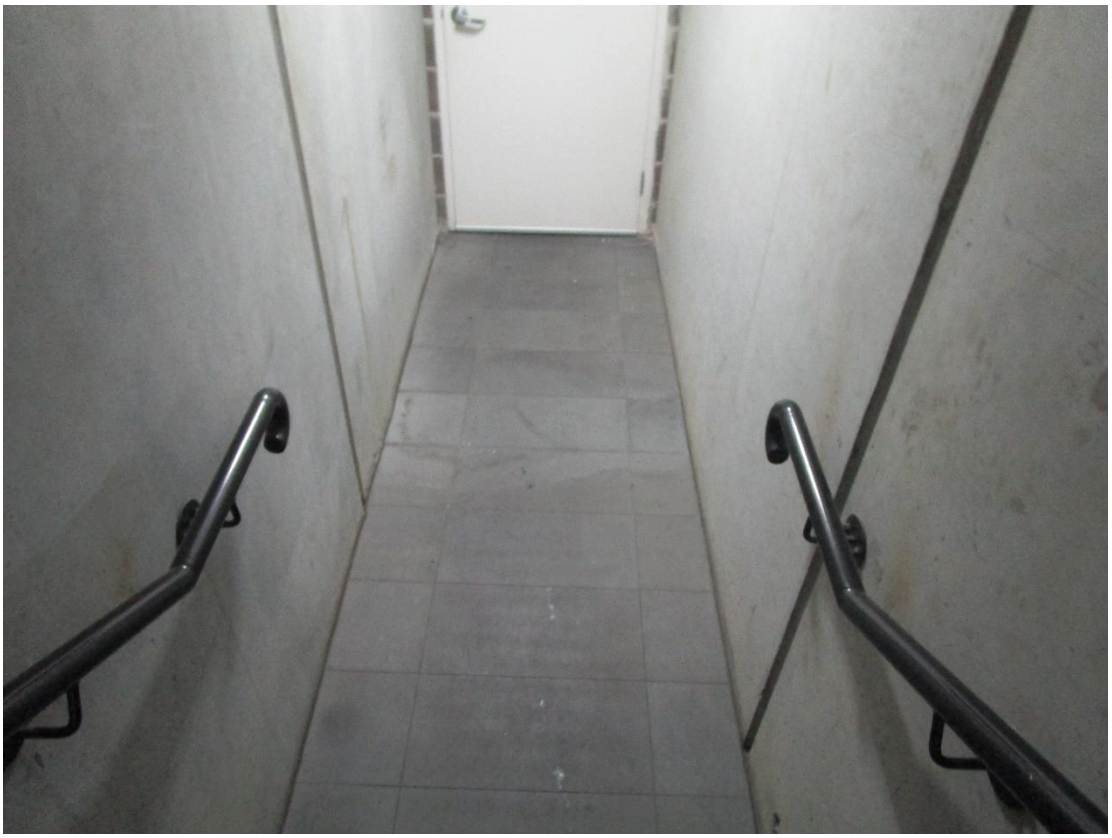
No spoon drain formed at the base of the wall to convey water from the behind the wall drainage outlets



No spoon drain formed at the base of the wall to convey water from the behind the wall drainage outlets



Active water leak

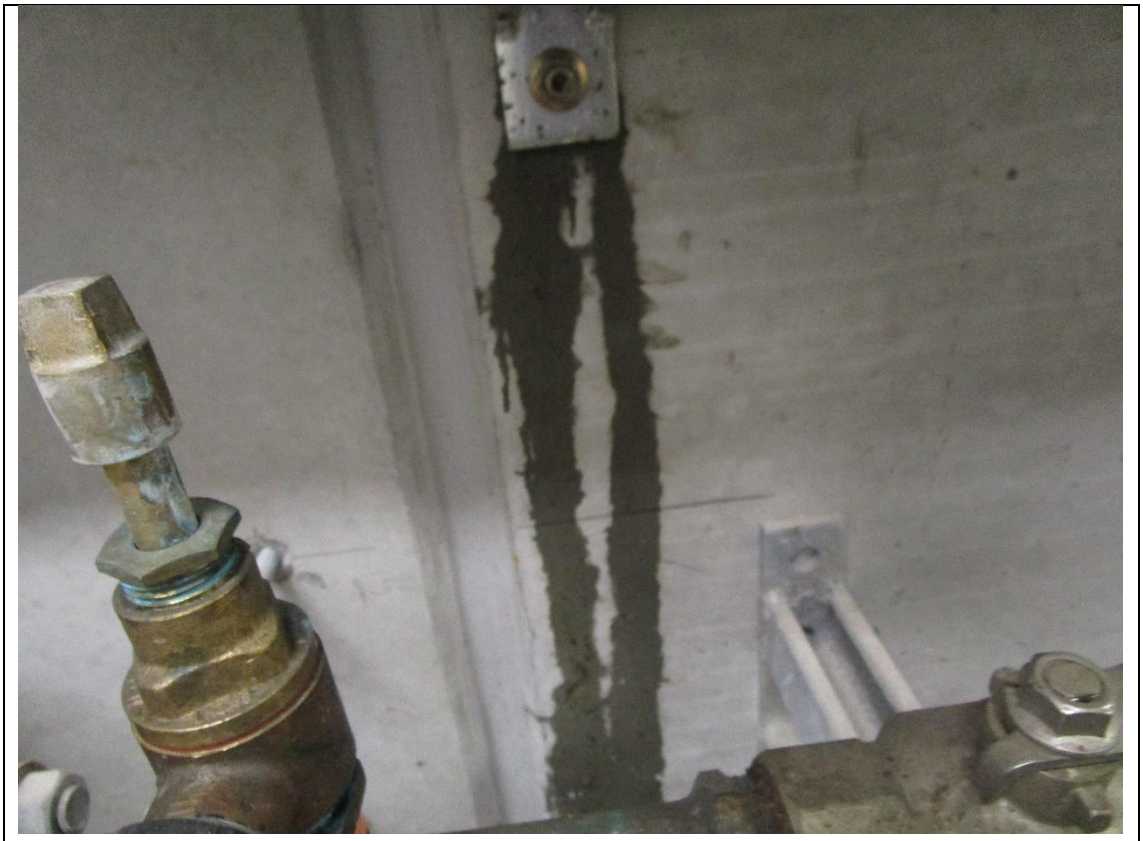

Evidence of water stains from pooling in the lower basement carpark corridor



Evidence of water stains from pooling in the lower basement carpark corridor



Active water leak



Active water leak



Active water leak



Active water leak from pipework



Active water leak from pipework



Evidence of water pooling in the storage cages



Evidence of water pooling in the storage cages



Evidence of water pooling in the storage cages

Item: 5 **Defect:** Identification of pipework

Observation.

25. Not all stormwater drainage pipes and sewer pipes located within the basement carpark have been identified as required.

26. Uncapped sewer pipes were identified in the basement carpark.

Discussion.

27. Pursuant to NCC/PCA *Performance Requirement* BP3.2 Identification and AS 3500.2[8] Clause 9.11 Identification of pipes - all pipework that forms part of the non-drinking water service must be identified. Inspecting the pipework suspended from the ceiling and draining vertical along the external walls of the basement carpark, not all pipes were identified as either sewer or stormwater pipes.

28. Pipe markings must be installed pursuant to AS 1345[9] which states:

"Identification markings comprising either bands of base identification colour or pipe markers as required shall be located adjacent to all junctions, valves, service appliances, bulkheads, wall penetrations and the like, and at spacings not greater than 8 meters along the service."

29. At the time of the onsite inspection, the pipe markings did not satisfy the requirements made in the abovementioned comment as only two pipework runs had the appropriate identification labeling installed and not the entire system as required.

Supporting Reference Materials.

BP3.2 Identification

Pipes, pipe outlets, fittings, storage and holding tanks that form part of a *non-drinking water* service must be clearly identified.

9.11 IDENTIFICATION OF PIPES

Other than in houses or duplexes, all pipes installed in ducts, accessible ceilings or exposed in basements or plant rooms shall be clearly identified in accordance with AS 1345 or NZS 5807, as appropriate.

Summary.

30. It is my expert opinion; **all** of the pipework runs located within the basement carpark must be identified to be considered compliant with the abovementioned NCC/PCA *Performance Requirement.*

Suggested Scope of Rectification Works.

- Supply and install the appropriate green 'Water' label to the stormwater drainage pipework.
- Supply and install the appropriate black 'Sewer' label to the sewer drainage pipework.
- Supply and install caps to the open pipework.

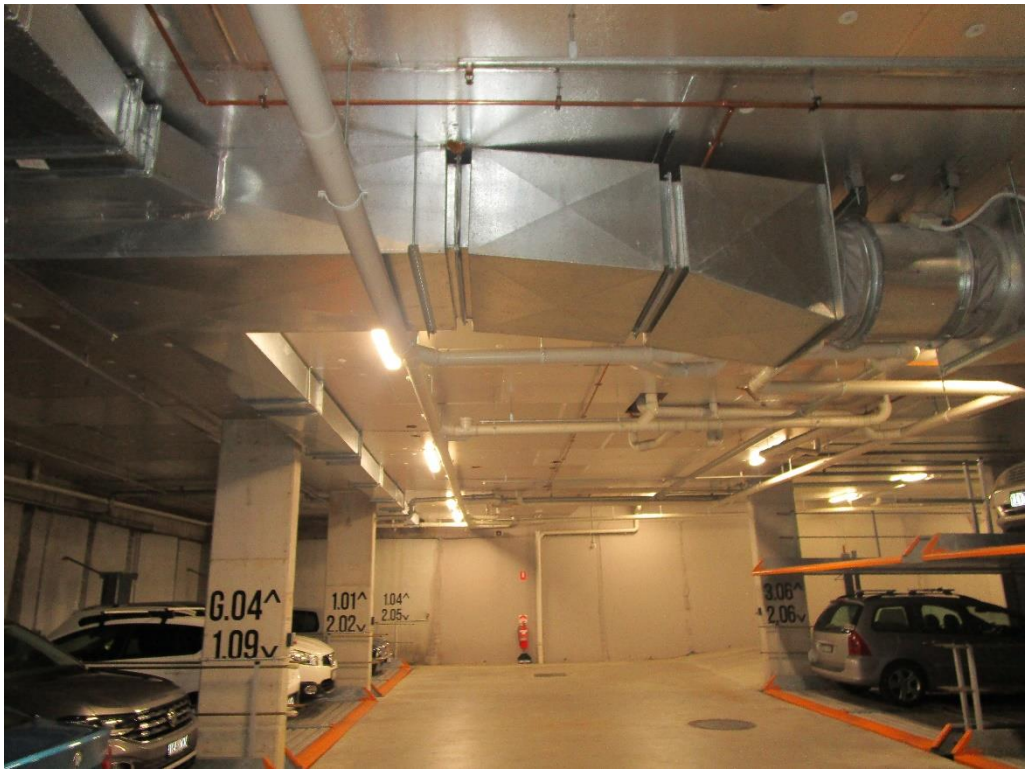
Rectification Cost:

Rectification costs are incorporated within Item 1

[8] AS 3500.2-2003: Plumbing and drainage Part2: Sanitary plumbing and drainage
[9] AS 1345-1995 Identification of the contents of pipes, conduits and ducts.



No identification on pipework



No identification on pipework



No identification on pipework



No identification on pipework



Uncapped sewer pipework



Uncapped sewer pipework

Item: 6 **Defect.** No drainage risers were installed in the planters

Location.
Ground-level

Observation/issue.

31. No UPVC slotted risers were identified within the planter boxes in the abovementioned locations.

Discussion.

32. Inspection of the planter boxes located at the front of the property did not identify a suitable overflow provision pursuant to AS 4654.2 clause 2.13 *Planter boxes* and figure 2.17 *Typical planter box construction.* Clause 2.13 also states the height of the waterproof membrane is to extend to a height of 100mm above the soil or fill level and be sealed to the drainage outlet. Inspecting the interior of the planter boxes did not identify the waterproofing membrane extending vertically 100mm above the soil level. As previously stated, the Building Permit regulates the external areas are waterproofed pursuant to AS 4654 parts 1 and 2, therefore the construction of the planter boxes must be completed pursuant to this Standard.

Supporting Reference Materials.

2.13 PLANTER BOXES

The membrane shall be sealed to the drainage outlet. It shall extend vertically to a height of 100 mm above the soil or fill level.

Falls in the base of the planter shall be in accordance with Clause 2.5.2.

NOTES:

1 The planter box should be provided with a suitable overflow.

2 Protection boards should be provided to minimize root damage to the waterproofing membrane. The suitability of the plants to be installed should be considered, as certain rooting systems are aggressive and may penetrate the membrane.

3 Mulch should be considered when determining the soil fill level.

4 Externally exposed walls of planter boxes should be waterproofed to prevent failure of the internal planter box membrane.

5 A typical example of waterproofing inside a planter box is shown in Figure 2.17.

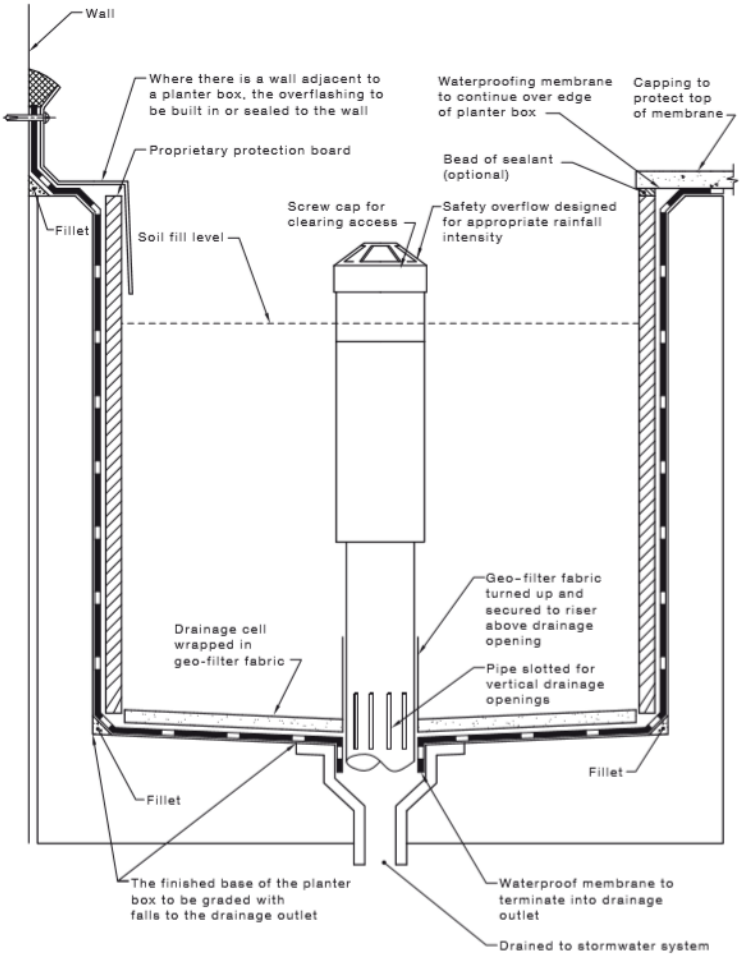


FIGURE 2.17 TYPICAL PLANTER BOX CONSTRUCTION

PERFORMANCE REQUIREMENTS

FP1.1

Surface water, resulting from a storm having an *average recurrence interval* of 20 years and which is collected or concentrated by a building or *sitework*, must be disposed of in a way that avoids the likelihood of damage or nuisance to any *other property*.

Suggested Scope of Work (SOW)	
Trade	**Description of work**
Plumbing	• Supply and install PVC safety overflow pipe to drainage outlet as per AS 4654.2 Figure 2.17
Landscaping	• Remove the plants within the planter boxes and store • Remove all irrigation lines and soil from within the planter boxes • Supply and install geotextile fabric to the base of the planter box • Reinstate all soil into planter boxes • Reinstate all irrigation lines were removed • Reinstate all plants into the planter box
Rubbish removal	• Remove all builder's debris once work is completed

Rectification Cost:

Item	Unit	Hours	Quantity	Rate	Labour	Materials	Total
Plumber x 2	L	10		$105.00	$1,050.00	$0.00	$1,050.00
Material allowance	MA		1	$365.00	$0.00	$365.00	$365.00
landscaping x 2	L	16		$85.00	$1,360.00		$1,360.00
							$2,775.00
					contingency	5.00%	$138.75
							$2,913.75
					B/M	25.00%	$728.44
							$3,642.19
					GST	10.00%	$364.22
					Total		$4,006.41



No drainage riser installed in the planters



No drainage riser was installed in the planters



No drainage riser was installed in the planters



No drainage riser was installed in the planters



No drainage riser was installed in the planters



No drainage riser was installed in the planters

Item: 7 **Incomplete work:**

Observation/discussion;

33. Several areas of incomplete work were identified throughout the property and include:

    a. Over painting on the electrical meter enclosure signage located adjacent to the entry of the building;
    b. Secure fitment of the caps at the end of the horizontal steel rafters located on the north elevation
    c. Removal of the plaster packing material from behind the steel outrigger located on the Nicholson Street elevation;
    d. Installation of the mortice door lock in the door of the services enclosure on level 3;
    e. Wall surface above the stairwell door and the sides of the frame leading to the lower carpark area from the lift lobby;
    f. The door leading into the lower basement carpark is not adjusted and scrapes on the ceiling restricting operation;
    g. The unsealed gap between the stairs and wall in the basement level stairwell;
    h. Electrical wire not installed within a junction box for protection in the bin area;
    i. Builder's rubbish identified in the car stacker pits which was not removed by the builder;
    j. Several steel bike racks were not installed in position.

34. All items the abovementioned items are required to be rectified by the builder as part of the original construction works.

Suggested Scope of Rectification Works;

- Remove the existing overpainted signage from the electrical enclosure and replace the appropriate signage
- Securely fix the caps on the ends of the horizontal steel rafters
- Cut and remove the exposed section of packing material from the underside of the steel base plate
- Supply and install a new keyed alike mortice lock into the service enclosure door where missing
- Supply and install an applied coating and paint finish to the wall above the access door
- Supply and install painted infills on either side of the access door frame – colour to match the upper wall
- Adjust the top of the access door to provide clearance for unrestricted operation
- Supply and install an electrical junction box to house the exposed electrical wire
- Inspect and remove all builder's debris from the base of the car stackers and dispose of off-site
- Install the steel bike racks in position.

Cost of Rectification

Item	Unit	Hours	Quantity	Rate	Labour	Materials	Total
Electrician	L	2		$105.00	$210.00		$210.00
Renderer x 1	L/M2			$75.00	$0.00	$180.00	$180.00
Renderer x 2	L	16		$85.00	$1,360.00		$1,360.00
material allowance	MA		1	$375.00	$0.00	$375.00	$375.00
Carpenter x 1	L	16		$85.00	$1,360.00	$0.00	$1,360.00
material allowance	M/A		1	$115.00	$0.00	$115.00	$115.00
Rubbish removal	L		2	$263.00	$0.00	$526.00	$526.00
Steel fabrication x 2	L	10		$85.00	$850.00		$850.00
							$4,976.00
					contingency	5.00%	$248.80
							$5,224.80
					B/M	25.00%	$1,306.20
							$6,531.00
					GST	10.00%	$653.10
					Total		$7,184.10



Identification signage painted over with yellow base paint forming part of the mural



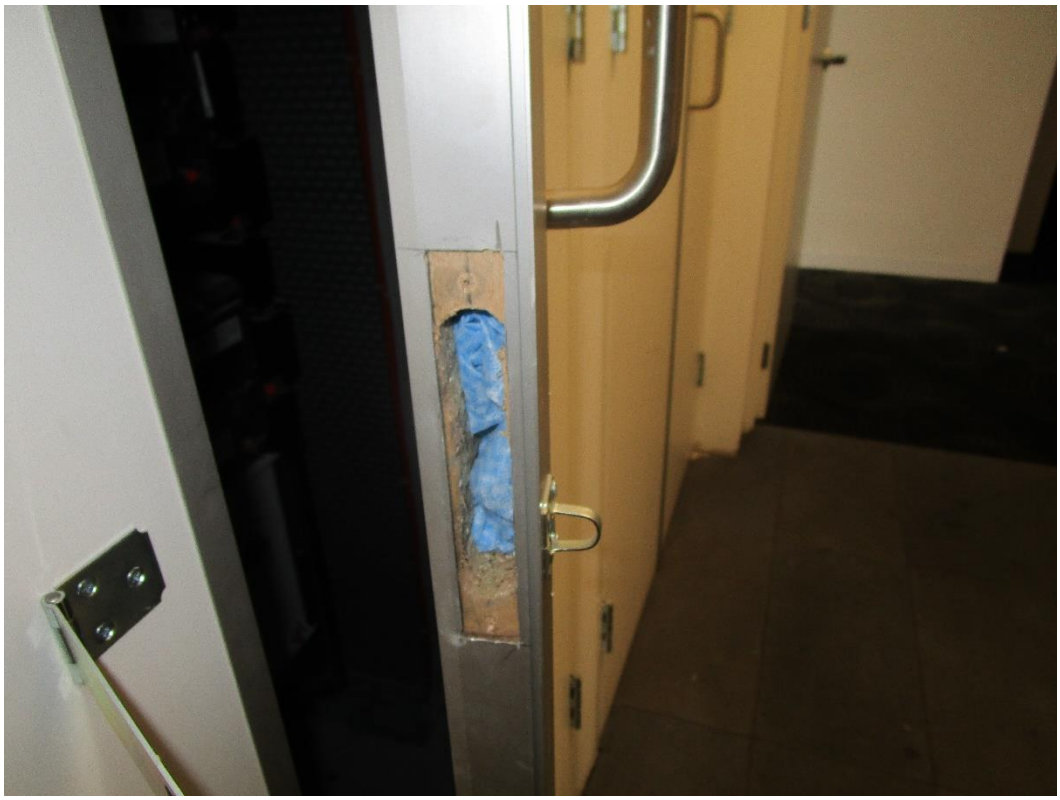
Identification signage painted over with yellow and black base paint forming part of the mura
l



Ends cap not securely fitted in position



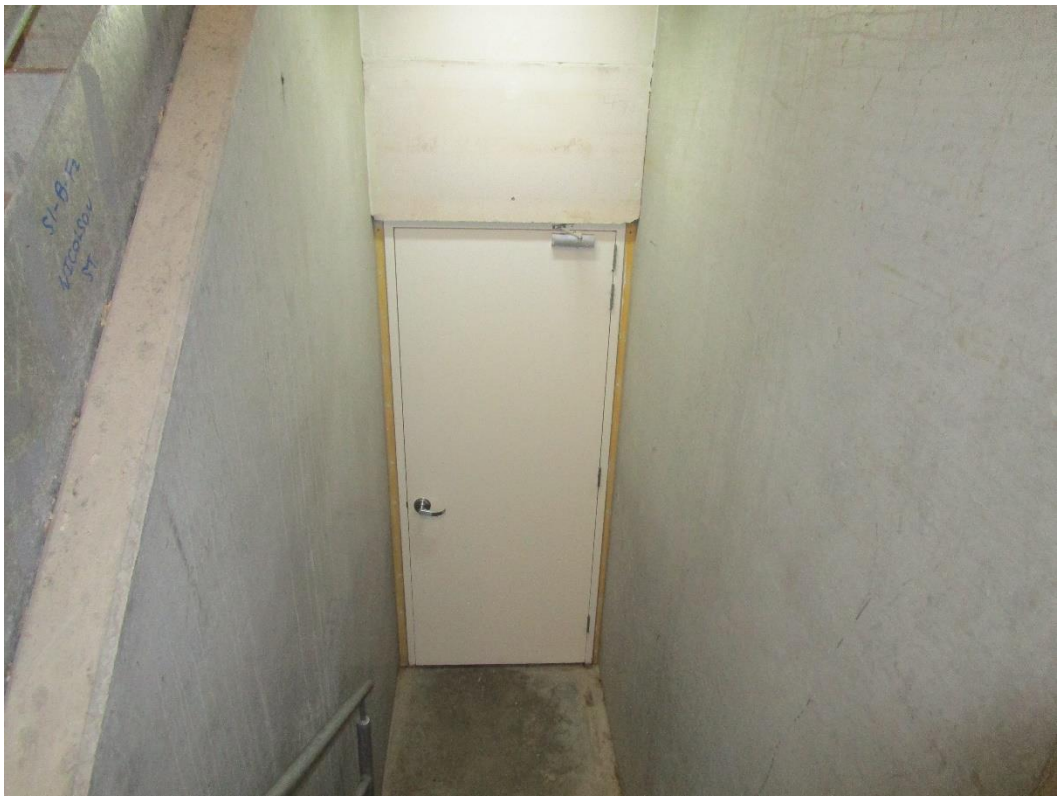
Plastic packing material hanging past the base plate on the outrigger



Mortice lock not fitted in the door



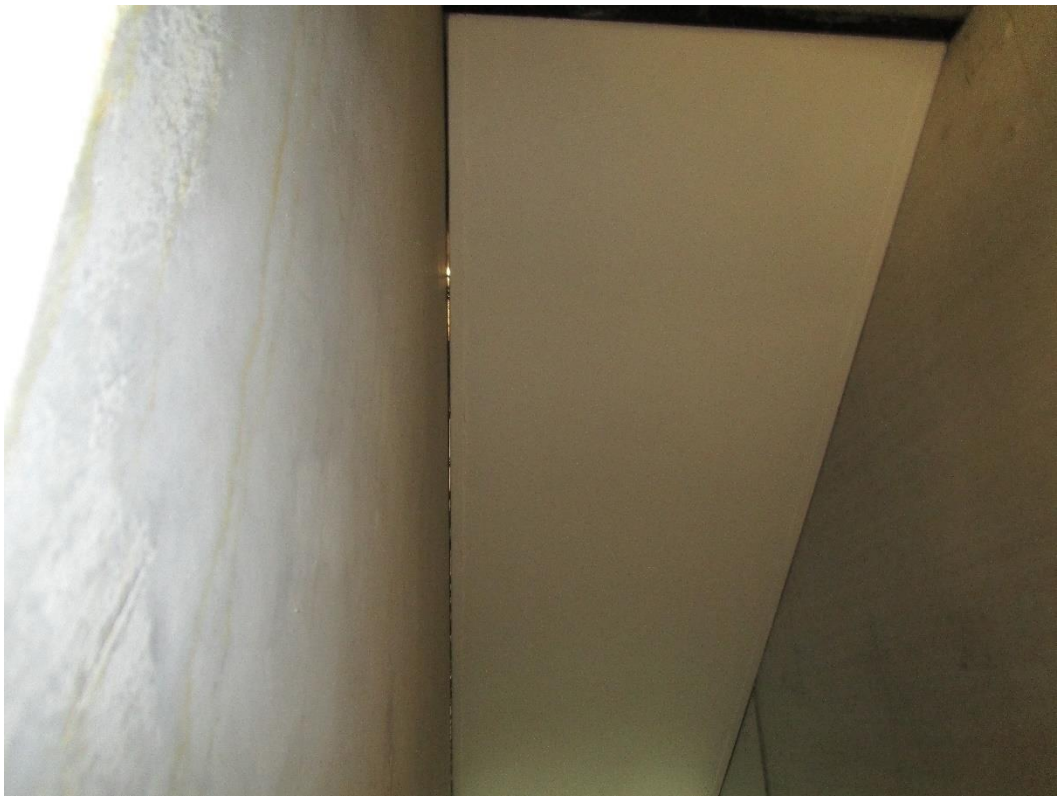
The wall above the door incomplete



Wall and door frame not completed



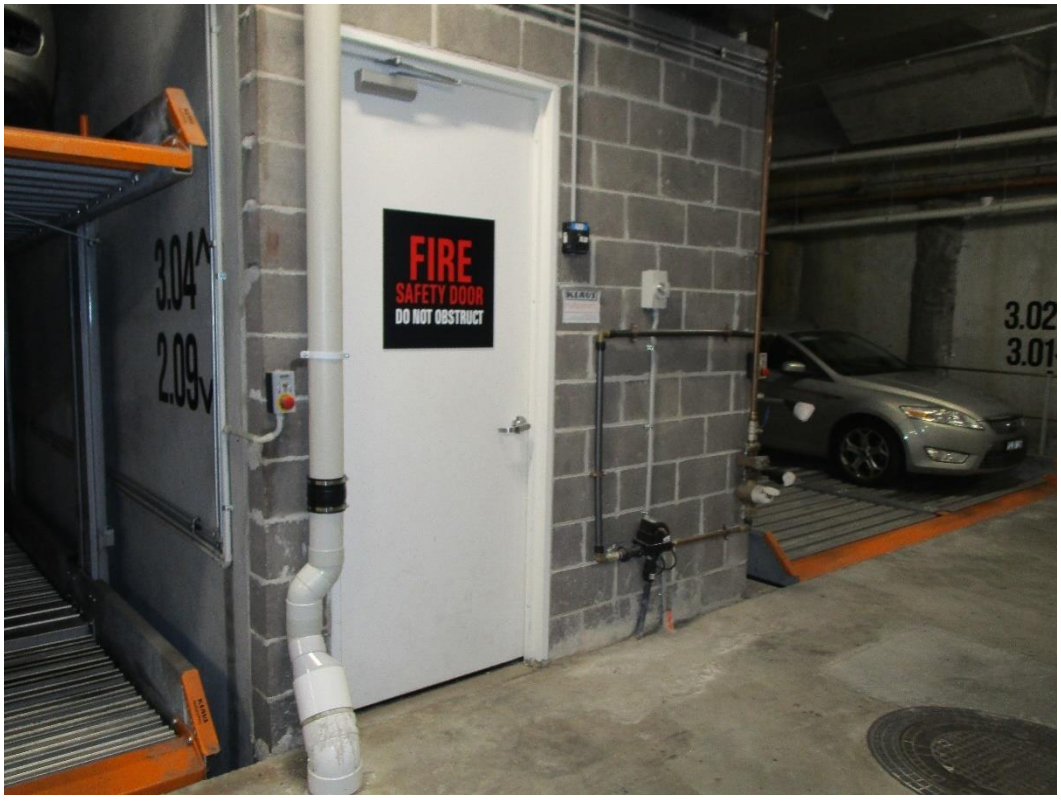
Wall and door frame not completed



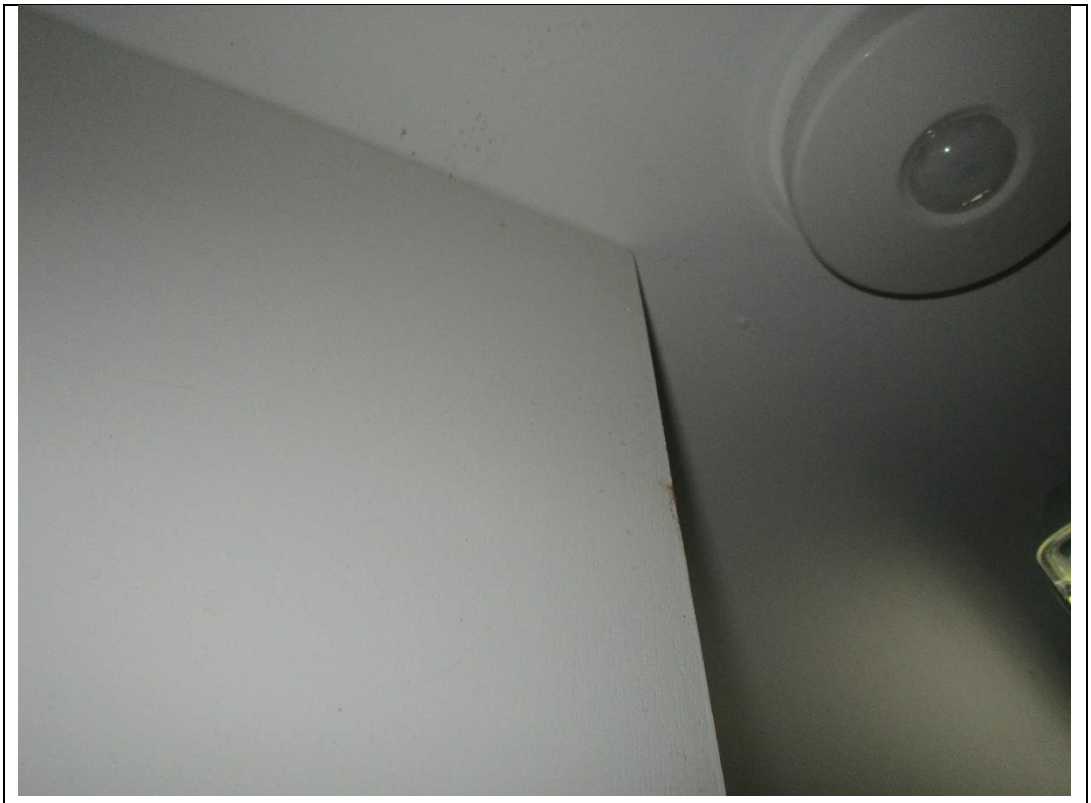
The unsealed gap between the stairs and wall



The unsealed gap between the stairs and wall



Door scrapes on ceiling restricting operation



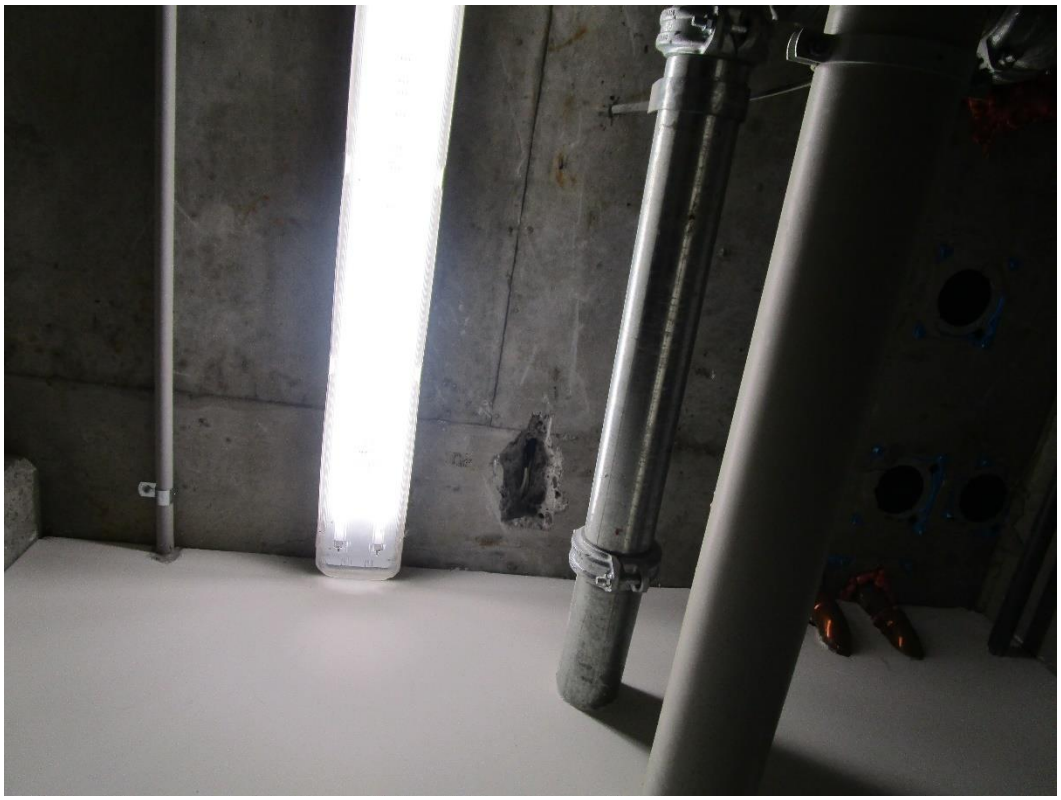
Door scrapes on ceiling restricting operation



Door scrapes on ceiling restricting operation



Unprotected electrical wire



Unprotected electrical wire



Builders rubbish in the base of the car stacker



Builders rubbish in the base of the car stacker



Builders rubbish in the base of the car stacker



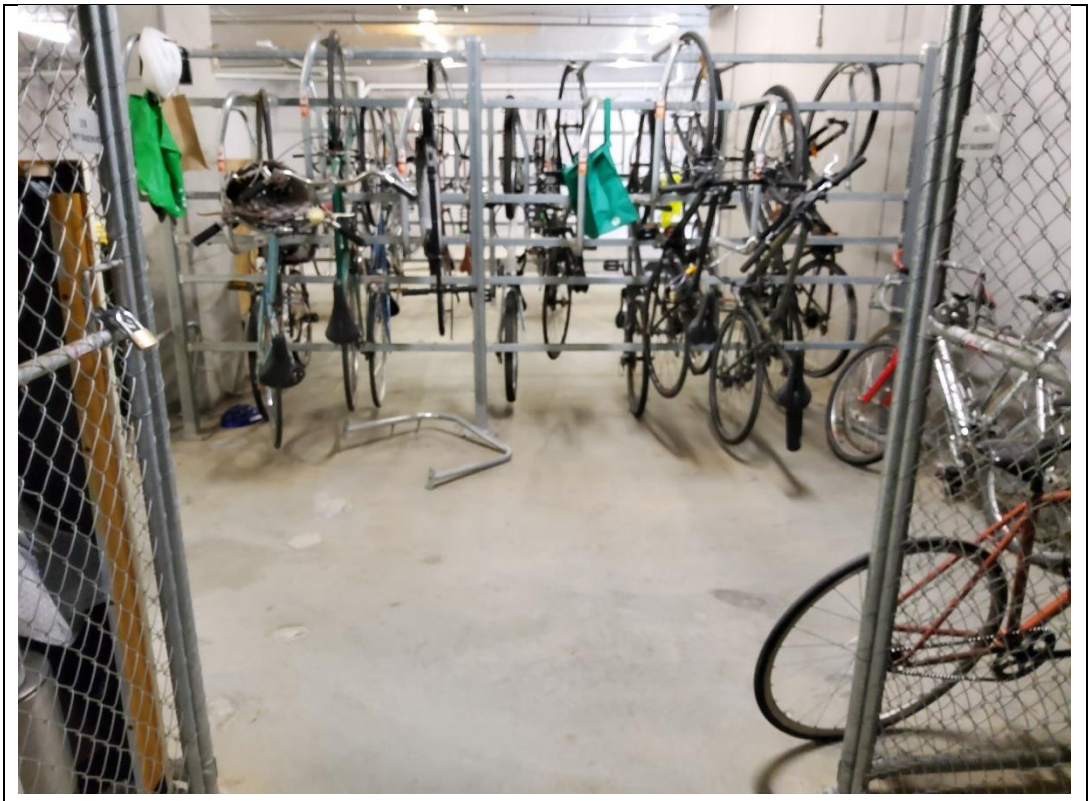
Builders rubbish in the base of the car stacker



Builders rubbish in the base of the car stacker



Builders rubbish in the base of the car stacker



Bike rack not installed



Bike rack not installed

Costing Breakdown.

The price breakdown, cost of labour and materials, is based on the current hourly rates of a residential building company or a building maintenance company. With over 30 years of experience in estimating & costing numerous projects and combining the knowledge acquired through the completion of the Estimating and Costing training course at Holmesglen College of TAFE, all my pricing and estimates are based on hourly or square metre charge out rates where applicable.

Commercial Hourly Labour Rates:

- Unskilled trades (Labourer) = $80 per hour Plus GST
- Unlicensed trades (carpenters, tilers, concreters, plasterers etc.) = $85 per hour plus GST
- Licensed trades (electricians, plumbers) = $105 per hour plus GST
- Painting rates include materials = $105 per hour plus GST

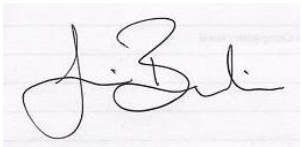
The following Unit abbreviations are used in the **Rectification Cost** table:

L	Labour only
M	Materials only
P	Plant (specialist tools, machinery, hire equipment)
A	Allowance
LM	Labour and Materials
LP	Labour and Plant
MP	Materials and Plant
LMP	Labour, Materials, and Plant.
E	Each
H	Hours
M	Metres
I	Individual
M2	Meters squared
M3	Meters cubed
PRE	Preliminary works – insurance, permits. Etc.
B/M	Builder's margin – supervision, overheads, profit

Item	**Cost**
Item 1 – Roof plumbing	$44,883.30
Item 2 - Cracked applied sealant	$2,786.44
Item 3 – No fire-stopping material provided to wall penetrations	$14,703.15
Item 4 - Active water leaks	$23,538.90
Item 5 – Identification of pipework	Incorporated in Item 1
Item 6 – No drainage risers installed in the planters	$4,006.41
Item 7 – Incomplete work	$7,184.10
Preliminaries	$6,790.00
Total inclusive of contingency, builder's margin, and GST	$103,892.30

COMPLIANCE WITH PRACTICE NOTE 2 UNDER SECTION 158 OF THE *VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL ACT* 1998 (VCAT PN2)

Expert's Duty to the Tribunal	I acknowledge that: - An expert witness has a paramount duty to the Tribunal and not to the party retaining the expert. An expert witness has an overriding duty to assist the Tribunal in matters relevant to the expert's experience An expert witness is not an advocate for a party to a proceeding.
Expert	As stated above
Experts Experience to make this Report	As stated above
Facts, matters, and assumptions	The facts and matters which I have accepted, and assumptions that I have made in the preparation of this Report, are fully detailed within it.
Documents and materials	As stated above
Reference material	• Any relevant manufacturer's installation manuals & guides • All relevant Australian Standards. • Building Code of Australia (BCA) and all subsequent amendments. • The Building Commissions Guide to Standards & Tolerances. • Building Act, 1993 • Rawlinson's Construction Cost Guide 2018
Tests & Experiments	No tests or experiments were conducted at the time of the inspection
Opinions that have not been fully researched	There are none that I am currently aware of.
Questions outside the Experts Expertise	There are none that I am currently aware of.
Practice Note VCAT 2	At the time of being retained, I was aware of the contents of Practice Note VCAT 2.
Expert's statements (Completeness and accuracy)	*I have made all the inquiries that I believe are desirable and appropriate and that no matters of significance which I regard as relevant have to my knowledge been withheld from the Tribunal.*

Signed: -  **5-Jul-21**

Simon Brownhill
Dip Bldg. & Cons (Bldg.). MASBC, MBDPS, MHIA, MAIBS
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1. Engagement

My engagement is confined to that of a Building Consultant and not that of a Building Surveyor or Inspector as defined in the Building Act of 1993. I do not hold qualifications as an Engineer or Land Surveyor and therefore have not checked and made no comment on 1/. The structural integrity of the building; 2/. The capacity and/or consistency of the site's foundation material; 3/. The correctness of the building's footing system; 4/. The site and roof drainage systems; 5/. The title boundaries and the location of any easements and/or their assets; 6/. The building's boundary setbacks; 7/. Compliance with any requirement of Part 4, Siting, of the Building Regulations; 8/. Glazing for compliance with their codes and standards; 9/. Any other requirements that are the responsibility of the above-mentioned professions.

2. Assumed Finishes

My inspection is carried out on the quality of the fixtures, fittings, and materials as installed and presented at the time of my inspection and I rely on as fact that they have been installed in accordance with their manufacturer's installation instructions and/or designer's specification, including all associated and substrate works.

3. Documentation

Documentation made available to me during my inspections and for use in the preparation of my correspondence and reports is only viewed on an informal basis and I make no certification that the building has been constructed in accordance with it.

4. Non-Destructive Inspection

My inspection is carried out on a non-destructive basis and excludes anything that would require the removal of any fixture, fitting, cladding, insulation, isolation, membrane, roof covering, lining material, or the excavation of any soil.

5. Measurements/Levels

Measurements taken during my inspections are with a standard 4-fold carpenters' ruler or 8-metre steel tape; and levels with either a 900 or 2000mm long spirit level, unless otherwise stated in this report.

6. Access

My inspections are limited to areas that can only be safely accessed with the standard equipment that I carry, is an 1800mm high set of aluminium steps and a 3300mm long extension ladder, and that can be readily accessed without causing me to breach any of Work Safe Victoria's current Code of Practices or any part of the current Occupational Health and Safety Act.

7. Services, Appliances, Plant, and Equipment

I do not test or check for appropriateness, capacity, correct installation & connection, certification, or completion of any service, appliances, plant, and/or equipment, i.e., heaters, hot water units, air conditioners, evaporative coolers, ovens, hotplates, dishwashers, range hoods, spa pump, smoke detectors, electrical & data wiring, ductwork, gas lines, electricity supply, water supply, sewer drains, stormwater drains, agricultural drains, water tanks, solar panels, etc.

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This report cannot be reproduced in part; it must only be done so in full.

11. Reference

References contained within this report to the Building Acts & Regulations, the Building Code of Australia (BCA), any Australian Standards, a Building Commissions document, a manufacturers technical data sheet or installation instruction, or any other document are neither exhaustive, complete, or a substitute for the original document & are provided to facilitate the understanding of this report only. I, therefore, accept no responsibility for any reliance upon the part references contained within this report.

12. Exclusions

a) Defects outside the scope of the client brief.
b) Defects not evident by visual inspection.
c) Defects in inaccessible parts of the building, including but not limited to, the roof space and sub-floor areas.
d) Defects only apparent in different weather or environmental conditions as to those prevailing at the time of my inspection.
e) Defects do not consider significant enough to warrant any rectification work at the time of my inspection.
f) Defects that would be rectified because of any other defect listed in this report.
g) Defects that I consider to be Work in Progress or already clearly marked for rectification by the builder.
h) Check measure of rooms, walls, and the overall building, for size, height, parallel, and squareness unless specifically noted.
i) Landscaping, retaining walls, or any structures outside the roofline of the main building unless specifically noted.
j) Inquiries of Councils, the relevant Building Surveyor, and/or any Statutory Authority.
k) Items that meet accepted industry practices and/or generally comply with the Performance Requirements of the BCA even if they are not strictly meeting the Deemed-to-Satisfy provisions of that document.
l) Minor cracking of cornice and architrave joins; minor alignment of cupboard doors and drawer fronts; minor alignment of doors and their latches as it is my considered opinion that these items are best addressed at the maintenance stage.

Simon Brownhill
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Our ref: ADW:NP:20210322

13 December 2022

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Attention: Koula Houridis
Owners Corporation 1 Plan No PS 725488X
Turnbull Cook
Level 9, 3 Bowen Street
Melbourne VIC 3004

By Email Only: Koula.Houridis@turnbullcook.com.au

Dear Koula,

Owners Corporation 1 Plan No PS 725488X
100 Nicholson Street, Brunswick East
Building Defects and Cladding Issues
Builder: Quay Developments Pty Ltd

We refer to previous correspondence, in particular our conference on 6 December 2022.

1. Legal Status of the Builder

1.1. Pursuant to:

(a) Building Permit Stage 2 dated 20 November 2014; and
(b) Building Permit Stage 4 dated 22 May 2015;

The 'Builder', within the meaning of section 3 of the *Domestic Building Contracts Act 1995 (**DBC Act**)*, who constructed 'a 5-storey residential and car park building' is 'Quay Developments Pty Ltd' (**the Builder**).

1.2. Unfortunately, an ASIC search carried out prior to the conference showed that the Builder is now de-registered and was on or about 23 September 2022. We **enclose** a copy of the ASIC search for your records.

1.3. In circumstances where the Builder is de-registered and pursuant to section 471B of the *Corporations Act 2001*, the Owners Corporation is prevented and cannot pursue any potential claim they may have against the Builder for defective or non-compliant building works in breach of section 8 of the *DBC Act*.

1.4. Given the Owners Corporation has no rights or remedies available to them against the Builder, as they are now de registered, we provide our further advice as to the options available to the Owners Corporation in respect of the defective and or non-compliant building works located on the Property.

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2. Interpretation of Plan of Subdivision

2.1. As per our previous letters of advice dated 30 November 2021, 4 February 2022 and 2 May 2022 (copies again **enclosed**), we considered an interpretation of the Plan of Subdivision dated 2 August 2016 (**Plan of Subdivision**) was required to be undertaken due to its ambiguous description as to whether the roof is common property or private property.

2.2. Our office was unsuccessful in seeking an interpretation of the Plan of Subdivision from Mr Raymond Mawson of *Vic land Surveying Pty Ltd*, who prepared the original Plan of Subdivision. Mr Mawson advised that he did not have the capacity to respond to our letter dated 21 December 2021 due to "*workload and staffing issues*".

2.3. As per the Owners Corporation's instructions we engaged Land Surveyors, *Peyton Waite Land Surveyors*, to provide an interpretation of the Plan of Subdivision in respect of the boundary lines of the roof and whether:

(a) the roof is part of the private Lot and if so, from what point; or

(b) the roof is common property and if so, from what part.

2.4. *Peyton Waite* have now provided us with their letter dated 24 November 2022 (**the Advice**) (copy **enclosed**), which states, amongst other things:

"3.4(A) The roof is not part of the private lots. The upper boundary of the third level lots is the upper surface of the ceiling. The structure of the ceiling of the third level lots is contained within that lot.

3.4(B) The roof is in common property. The lower boundary of the common property above the third level lots is the upper surface of the ceiling of the third level lots. In other words, everything above the upper surface of the ceiling of the third level lots is common property."

2.5. Accordingly, the roof forms part of the common property.

2.6. Pursuant to section 46 of the *Owners Corporation Act 2006 (***the OC Act**), the Owners Corporation has an obligation to repair and maintain the common property, including the roof.

3. Dealing with the Defects in the Brownhill Report

3.1. The Owners Corporation obtained the expert report of Mr Simon Brownhill of *SRB Building Consultants* dated 5 July 2021 (the **Brownhill Report**) (again **enclosed**), which expert report identified defective and or non-compliant building works on the common property.

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3.2. The Brownhill report identifies, amongst other things, defective works including but not limited to:

(a) Roof plumbing;
(b) Cracked applied sealant;
(c) No fire-stopping material provided to wall penetrations;
(d) Active water leaks;
(e) Identification of pipework;
(f) No drainage risers installed in the planters; and
(g) Various incomplete work.

(**the Defective Works**)

3.3. Again, pursuant to section 46 of the *OC Act*, the Owners Corporation has an obligation to repair and maintain the common property. It follows that the Owners Corporation has an obligation to repair the Defective Works, and they should do so.

3.4. If the Owners Corporation failed to carry out rectification works in respect of the Defective Works, there is an argument that say that:

(a) The Owners Corporation may be in breach of their obligations to repair and maintain the common property, pursuant to section 46 of the *OC Act*; and

(b) In respect of water ingress issues, the Owners Corporation may be in breach of section 16 of the *Water Act 1989*, as they have failed to prevent the unreasonable flow of water from common property into private Lots.

4. Funding the rectification works of the Defective Works

4.1. Given:

(a) The Builder is deregistered;

(b) The building is more than a rise of 3 storeys, therefore the Builder was not required pursuant to section 135 of the *Building Act 1993* to obtain warranty insurance policies in respect to the works (and we expect none was obtained); and

(c) The Developer does not owe a subsequent owner of the property a duty of care in respect of the Defective Works;

the costs of rectifying the Defective Works on common property falls on the Owners Corporation to undertake. The costs of the works on common property ought to be levied against all Lot owners on the basis of lot liability.

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4.2. While we note the costs of the works is estimated in the Brownhill Report to be in the approximate sum of $103,892.30, we recommend the Owners Corporation now look to obtain competitive quotes from builders who are prepared to carry out such works.

4.3. We have recently utilised the services of Sedgwick, a professional project management company to assist Owners Corporations in undertaking a Tender Process, to obtain quotes from reputable builders for such a purpose.

4.4. We recommend instructions are provided to seek a fee proposal from Sedgwick on that basis for consideration.

5. Combustible Cladding

5.1. Non-compliant combustible cladding has also been identified on the Property and in the Report of Jonathan Barnett of Basic Expert dated 12 July 2021 (**enclosed**).

5.2. The marked-up plans containing red highlight indicate aluminium composite panelling (**ACP**) is located:

(a) On the south elevation and which is on the exterior walls of Lots 101, 102, 201 and 202;

(b) On the west elevation and which is on the exterior walls of Lots 102, 103, 202 and 203; and

(c) Part of the canopy above ground level at the southwest corner.

5.3. We note that our office has previously provided advice to the Owners Corporation to seek confirmation from Mr Barnett regarding the above scope. However, given his fee estimate of an additional $12,000, the Owners Corporation elected not to do so.

5.4. That said, the exterior walls on which the cladding appears to be located is depicted on the Plan of Subdivision as a hatched line as part of the thick continuous line. The Plan of Subdivision states "*the structure of the relevant wall, floor or ceiling is contained in that parcel*".

5.5. It is open to conclude the ACP cladding forms "*part of the structure*" and, on an interpretation of the Plan of Subdivision, the cladding is on private property.

5.6. Given the cladding is on private property, the private Lot owners are responsible for the rectification of the cladding on their respective Lots. They are also responsible for the funding of the removal and replacement of the same.

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5.7. It is our recommendation:

(a) You instruct our office to prepare an Information Circular to the respective and affected Lot Owners, advising them that cladding is located on their private Lot and they are responsible for the removal and replacement of the same.

(b) Should they wish to seek further advice in respect of their liability and obligations in respect of the removal and replacement of the cladding on their private Lot, they are at liberty to provide those instructions to our office. We will then issue them with a fee estimate to act on their behalf in respect of the same, and await their further instructions.

5.8. That said, we note that a Building Order has been issued in relation to the cladding, which we deal with further below. The extent of the cladding to be removed ought to be the subject of further investigation and as per the recommendations provided by Mr Barnett, noting that some of the cladding may be able to be retained. This will significantly reduce the scope and costs of such works. We also deal with this further below.

6. The ACP Cladding – providing a 'service'

6.1. We note that the Owners Corporation may alternatively wish to provide a "service" to the affected Lot Owners by engaging a contractor to remove the cladding. This would be on the basis the costs of the works are paid for by the affected Lot Owners in accordance with section 12 of the *OC Act,* which states:

Provision of services to members and occupiers

(1) An owners corporation, by special resolution, may decide—

(a) to provide a service to lot owners or occupiers of lots or the public; or

(b) to enter into agreements for the provision of services to lot owners or occupiers of lots.

(2) An owners corporation may require a lot owner or occupier to whom a service has been provided to pay for the cost of providing the service to the lot owner or occupier.

6.2. The Owners Corporation providing *a service* to the affected Lot Owners to co-ordinate the removal of the cladding is likely to be the most efficient way of dealing with the issue. In doing so, each of the affected Lot Owners will also need to agree to receive the provision of the service and agree to the works being carried out on their private Lots.

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6.3. The affected Lot Owners would also need to agree to pay the costs of the same, based on the costs incurred by each respective Lot. This is an issue that would be discussed with any builder to be engaged. The costs of the works would need to be separated out for each affected lot owner, so that they are aware of the portion of the costs to be incurred.

6.4. In our view it also requires agreement by the affected Lot Owners to *accept* the provision of the service and it is our recommendation each of the affected Lot Owners should be asked to enter into an agreement / Authority with the Owners Corporation whereby they agree:

(a) to accept the provision of the service being provided;
(b) to authorise the Owners Corporation co-ordinating and facilitating the removal and replacement of non-compliant combustible cladding and any necessary works associated with the removal of the cladding on their lots (the Works);
(c) to authorise the Owners Corporation to enter into an agreement with a builder as necessary and appropriate on their behalf for the Works to be caried out;
(d) to provide access to their lot for the Works to be carried out upon request and as necessary; and
(e) to pay the Owners Corporation the costs of the Works for the removal and replacement of the cladding in their lot in an amount to be agreed or set.

6.5. In relation to (e) above, it is to be noted section 12 (2) of the *OC Act* set out above states the Owners Corporation *may* seek to recover the costs for the provision of the service i.e. the costs of the Works. It may however elect not to do so and bear such costs, which would then be raised on the basis of lot liability for all Lots.

6.6. It is therefore open to the Committee to propose, and by way of special resolution pursuant to section 12 of the *OC Act* (and other relevant sections that for the moment we will not set out in this advice), that the costs of the required cladding rectification work ought to be paid by all Lot owners if it is considered it benefits all Lots.

6.7. Please confirm your instructions as to how the Owners Corporation intends to proceed and subject to the same, we will look to prepare appropriate wording for the special resolutions to be considered.

6.8. We are also of the view any such special resolution being put by way of Ballot will of course be subject to the further investigations to be undertaken regarding the scope of works for the cladding to be removed and replaced, and the costs of such works, as a whole and or on a lot-by-lot basis for the affected lots. In doing so, this ought to include a separate costing for the cladding works for each Lot for the affected Lots.

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7. Building Order

7.1. A *Building Notice* dated 11 May 2020 has been issued to the Owners Corporation by Mr Paul Ransom, Municipal Building Surveyor of Moreland City Council (**MBS**).

7.2. A *Building Order* was subsequently issued dated 23 August 2021 (the **Building Order**), which requires:

> *By 11 November 2023 the owners of the building at 100 Nicholson Street, Brunswick East VIC 3057 must:*
>
> *a. Remove the Grey coloured aluminium composite panel (ACP) combustible cladding installed in a concertina profile on first and second storeys of building on the apartment building, and install replacement cladding having the required fire ratings, and ensure the insulation and attachments are non-combustible, and they are compliant with Part C1.9 of National Construction Code 2019 Volume One, which applies in Victoria by virtue of Regulation 10 of the Regulation.*
>
> *b. Remove the Black coloured aluminium composite panel (ACP) combustible cladding installed on street verandah awning to the apartment building, and install replacement cladding having the required fire ratings, and ensure the insulation and attachments are non-combustible, and they are compliant with Part C1.9 of National Construction Code 2019 Volume One, which applies in Victoria by virtue of Regulation 10 of the Regulation.*
>
> *AND*
>
> *c. Subject to Seeking & Obtaining a Section 160 Determination from the Building Appeal Board (BAB) where by a submission has been lodged by a Fire Engineer on behalf of the owners that justifies why some combustible claddings (Partial combustible claddings) are permitted to be retained on the building under a BAB determination*

7.3. The Building Order has been issued on that basis the MBS is of the opinion:

> *"The building/land is a danger to the life, safety or health of any member of the public or of any person using the building/land or to any property.*
>
> *Combustible Cladding:*
>
> *The Grey coloured aluminium composite panel (ACP) combustible cladding installed in a concertina profile on first and second storeys of building, will promote the spread of fire on or within the building in the event of a fire.*
>
> *The Black coloured aluminium composite panel (ACP) combustible cladding installed on street veranda awning to the apartment building, will promote the spread of fire on or within the building and may compromise the means of egress for the occupants and/or public or any person using the building in the event of a fire."*

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7.4. The Building Order therefore remains on foot, outstanding and needs to be complied with.

8. Compliance with the Building Order

8.1. We note Mr Barnett states in his Report dated 12 July 2021 at *6: Recommendations* states:

(a) "In order to meet the Deemed-to-Satisfy Provisions of the Building Code of Australia all combustible cladding must be removed. Removal of the cladding in its entirety achieves the objectives of Phase 2 and 3 required by [SFS Practice Guides].

(b) Compliance with the Building Code of Australia may also be achieved by complying with the Performance Requirements, a compliance pathway that permits combustible cladding to be retained.

(i) If cladding on the building is to be retained, the potential removal of the sections and undertaking of a fire engineering risk assessment as discussed in section 5.2.4.1 is required.

(ii) Additionally, Phases 2 and 3 of the [SFS Practice Guide] must be completed, and the Client should consult with its insurer to determine if there will be an increased premium or excess for common coverage and then determine if that increase is justified or if it is more economical to remove all the cladding.

(iii) We recommend that this compliance pathway be pursued for this building.

(iv) If all the cladding is not removed and replaced with a non-combustible product then we strongly recommend that a Building Appeals Board determination is obtained. As a minimum, any final recommendation by Basic Expert Pty Ltd will require an independent peer review (the BAB determination also serves to meet this requirement)."

8.2. The *Barnett Report* only provides a general overview as to rectification options. We recommend that the Owners Corporation obtain a further *Fire Engineering* opinion in respect of rectification solutions available to them to respond to the Building Order and in respect of the scope of works required to be undertaken.

8.3. If the Owners Corporation is agreeable to engaging Sedwicks to project manage the rectification works, they will be able to arrange and otherwise obtaining the further Fire Engineering Opinion regarding an appropriation scope to remove the cladding.

9. Next steps

9.1. We recommend instructions are provided in respect to the following:

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(a) To seek to engage Mr Barnett or an alternative fire engineer to consider the requirements of the Building Order as to the cladding that ought to be removed / retained, which may dramatically affect the scope and costing of such works.

(b) Subsequently seek a fee estimate from Sedgwick as to the works to be undertaken via a Tender process and which ought to incorporate the common property defective works and the classing located on private lot property; and

(c) To prepare a Draft Information Circular and appropriate special resolutions as per the recommendations set out in this advice.

We await your further instructions.

Should you have any questions, please do not hesitate in contacting our office.

Yours faithfully
Whitelaw Flynn Lawyers



Andrew Whitelaw
Director
Email: ***awhitelaw@wflawyers.com.au***

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Schedule 2—Model rules for an owners corporation

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006** .

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006** .

Owners Corporation

Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

Angela Mercado

From: info@turnbullcook.com.au
Sent: Thursday, 15 January 2026 4:16 PM
To: Certificate
Subject: New submission from Order an OC certificate

Categories: Certs not started

Plan Number of Owners Corporation OR Company Name of Company Share or Stratum Property
OC725488X
Name(s)
Tung Kin Tang
Address
Singapore
Postal address (if different from above)
114-116 Queen Street, Altona, VIC 3018
Phone
0414 241 168
• ELMA_-104-100-Nicholson-St.pdf
I am / we are
Other (Please specify)
Other
Property Manager
Lot number
104
Name of title (if different from above)
Tung Kin Tang & Lily Lee Li Yong
Lot address
104/100 Nicholson Street, Brunswick East
Owners Corporation (OC) Certificate
Credit Card
Card XXXXXXXXXXXXXXXX
Order

Product	Qty	Unit Price	Price
Product Name • Delivery: Urgent delivery (5 business days) • Additional certificates: Additional certificates...	1	$ 267.38	$ 267.38
		Sub Total	**$ 267.38**
		Total	**$ 267.38**

TAX INVOICE

Merri-bek City Council
Locked Bag 10 Brunswick VIC 3056

Telephone (03) 9240 1111
Facsimile (03) 9240 1212
TTY 133 677
Website www.merri-bek.vic.gov.au
Email info@merri-bek.vic.gov.au
ABN 46 202 010 737

Merri-bek City Council

RATES INSTALMENT NOTICE

For the period 1 July 2025 to 30 June 2026

ASSESSMENT NUMBER
1881049

DATE OF ISSUE
27/10/2025

Payable by
30/11/2025

$708.65

Any arrears shown on this notice are payable immediately

Receive your notice via email - go to **merri-bek.enotices.com.au**
Your eNotice Reference No:
44D09AEA0U

T K Tang and L L L Yong
C/- Xynergy Realty Group
114-116 Queen Street
ALTONA VIC 3018

Property Address	104/100 Nicholson Street, BRUNSWICK EAST VIC 3057
Property Description	CT-11694/660 Lot 104 PS 725488
Property Owner Details	Mr T K Tang and Ms L L L Yong 1/486 Bunnerong Road, MAROUBRA NSW 2035

Level of Valuation Date	Site Value	Capital Improved Value	Net Annual Value	AVPCC
01/01/2025	$120,000	$500,000	$25,000	120.6

INSTALMENT DETAILS

Overdue Rates and Charges $354.65
Second Instalment due 30 November 2025 $354.00

Payments received after 22nd October, 2025 may not reflect on this notice.
If you are experiencing payment difficulties, please request an extension or payment plan at *www.merri-bek.vic.gov.au/ratessupport*

Four Instalments	30/09/2025	30/11/2025	28/02/2026	31/05/2026
	$354.65	$354.00	$354.00	$354.00

See reverse for payment options. **Please return this section if paying by mail.**

BPAY
Biller Code: 35105
Ref: 1881 049

BPAY this payment via Internet or phone banking.

POST billpay

*3523 1881049

For payments made by Council's telephone service please call 03 9240 1111 and follow the prompts

Amount Payable:
$708.65

Payment Due by:
30/11/2025

Assessment No: 1881049

Ratepayer Name: T K Tang and L L L Yong

Property Address: 104/100 Nicholson Street, BRUNSWICK EAST VIC 3057

IMPORTANT INFORMATION FOR RATEPAYERS

Speak with us in your language — For more information visit **merri-bek.vic.gov.au/your-language**

Per maggiori informazioni nella tua lingua, chiama il numero **9280 1911**	باپنی زبان میں مزید جاننے کے لیے پر کال کریں۔ **9280 1917**	如需了解更多您语言版本的信息，请致电 **9280 0750**	अपनी भाषा में अधिक जानने के लिए, **9280 1918** पर कॉल करें
Για να μάθετε περισσότερα στη γλώσσα σας, καλέστε το **9280 1912**	तपाईंको भाषामा थप जान्नको लागि, **9280 1910** मा कल गर्नुहोस्	Para saber más en tu idioma llama al **9280 1916**	To speak with us in a language not listed here, please call **9280 1919**
لمعرفة المزيد بلغتك، اتصل بالرقم **9280 1913**	Kendi dilinizde daha fazla bilgi edinmek için **9280 1914**'ü arayın	Để tìm hiểu thêm bằng ngôn ngữ của bạn, hãy gọi **9280 1915**	

NOTICE OF VALUATION
The property described in this Valuation and Rate Notice has been valued as at 1 January 2025. The operative date for rating purposes of this valuation is 1 July 2025. Merri-bek City Council bases its rates on the Capital Improved Value (CIV).

COMPLIANCE WITH THE VICTORIAN GOVERNMENT'S RATE CAP
Merri-bek City Council has complied with the Victorian Government's rates cap of 3%. The cap applies to the average annual increase of rates and charges.
The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons—

(i) the valuation of your property relative to the valuation of other properties in the municipal district;
(ii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

RATE PAYMENT OPTIONS
Any arrears reflected on this notice are payable immediately and may be subject to legal action and interest charges without further notice.

a) Payment by Four Instalments
Instalment notices will be issued no less than 14 days prior to each instalment due date.

b) Council approved Direct Debits are available by 10 Monthly or Quarterly Instalments
(From a nominated cheque or savings account only)
For due dates please refer to the front of this notice. Ratepayers must complete a Council approved Direct Debit Request form to be eligible for this option. Ratepayer scheduled payments via alternative payment methods are not eligible for the 10 monthly instalment plan.

c) Payment Plan
You may apply for a payment plan. To apply for a payment plan please visit merri-bek.vic.gov.au/ratessupport

OVERDUE RATES
Any arrears reflected on this notice are payable immediately and may be subject to legal action and interest charges without further notice.
If you are experiencing difficulties paying your rates by the due dates, please phone the Revenue Services Unit on (03) 9240 1111 or visit *merri-bek.vic.gov.au/ratessupport* to apply for a payment plan or extension.

RATE DEFERRALS
You may apply for a 3-month Rate Deferral. Deferrals are only accepted in exceptional circumstance, in line with Council's Hardship Policy.

Differential Rates
Merri-bek City Council does not use differential rating. Merri-bek City Council applies uniform rating (a uniform rate in the dollar) across all rateable properties. Uniform rating ensures all ratepayer groups are treated equally.

CHANGE OF PROPERTY OWNERSHIP AND MAILING ADDRESS
Council must be notified in writing of a change of ownership or address. When ownership of a property changes, liability for the payment of rates remains with the owner recorded by Council, until a "Notice of Acquisition" is received from the purchaser or their legal representative, within one month of sale.
Council must be notified of any change of address or occupancy. Forms are available from Council's website www.merri-bek.vic.gov.au

APPEAL AGAINST RATE
If aggrieved by any such matters included or omitted from any rate or charge other than in respect of the assessment value of the property any person may, within 2 months from the issue of the Valuation and Rate Notice, give notice in writing to Council of the intention to appeal to the County Court in the manner set out in section 184 of the *Local Government Act 1989*.

SPECIAL CHARGE
Ratepayers have 30 days from the date of the annual notice to appeal to the VCAT in relation to the Special Charge.

PENSIONER RATE CONCESSIONS
If you currently hold an eligible Pensioner concession card or DVA gold card, you may be able to apply for a rebate on rates and the Emergency Services and Volunteers Fund at your principal place of residence. Further information and application forms are available on Council's website www.merri-bek.vic.gov.au or by calling (03) 9240 1111. If you have previously applied for the rebate you do not need to reapply unless the rebate is not shown on your initial rate notice. Please note Health Care cardholders are not eligible for Municipal Rates Concessions.

PAYMENT ALLOCATION OF RATES AND CHARGES
Please be aware that any payments/adjustments made to this account in the last few days may not be reflected on this notice.
All payments will be allocated in the following priority order)
1) Legal Costs Owing (if any)
2) Interest Owing (if any)
3) Arrears Owing (if any)
4) Current Rates & Charges Owing

LAND TAX
The Valuer-General Victoria (VGV) is the sole valuation authority to conduct annual valuations of all land in Victoria for rating and taxation purposes. The State Revenue Office uses the Site Value in assessing land tax. Further information on the use of valuations for land tax can be found on the State Revenue Office website (www.sro.vic.gov.au) or by contacting **13 21 61**.

EMERGENCY SERVICE VOLUNTEER FUND
The Emergency Services Volunteers Fund (ESVF) has been introduced by the Victorian Government to replace the Fire Services Property Levy. Under the new *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025*, Council must collect the ESVF on behalf of the Victorian Government. Each property is allocated an Australian Valuation Property Classification Code (AVPCC) by the Valuer General Victoria which is used to determine land use classification for the ESVF.
Please refer to www.sro.vic.gov.au/esvf for more information.

PENALTIES FOR FAILURE TO PAY
Penalty Interest on any arrears of Rates and Charges will continue to accrue until full payment of the outstanding amount and interest accrued to the date of payment is received. Late or non-payment of rates and charges will incur an interest penalty in accordance with the *Penalty Interest Rate Act 1983*. Interest will be charged on overdue instalment amounts from the due date of each instalment until payment is received, at the prescribed rate.

PRIVACY
Council is committed to protecting your privacy and personal information in accordance with the *Privacy and Data Protection Act 2014* and our Privacy Policy. Council will not disclose your information to a third party unless there is a statutory or legal requirement, or in order for Council to meet its service provision responsibilities.
Personal information collected by Council will be used for municipal related purposes. You are able to request access to the personal information that we hold about you, and to request that it be corrected if necessary. Please contact Council on (03) 9240 1111 with any queries about this statement.

DATE RATES AND CHARGES DECLARED, 23 JUNE 2025.

Printed on recycled paper.

Methods of Payment

Council Approved Direct Debit
Direct Debit Forms are available from Council's Citizens Service Centre or online at www.merri-bek.vic.gov.au
Ratepayer scheduled payments do not constitute direct debit registration. Direct Debit from Credit Cards is not available.
Quarterly direct debits will be deducted on the instalment due dates.Monthly Direct Debits will be deducted over 10 monthly instalments commencing 15 September.

- Visit: www.merri-bek.vic.gov.au to make your payment 24 hours a day 7 days a week.

Visa and MasterCards are accepted for telephone and internet banking.

Post Billpay

- Pay in-store at Australia Post. Present this notice intact and pay via cash, cheque or EFTPOS, Debit Card and Credit Card (MasterCard and Visa) available.

- Please call telephone number (03) 9240 1111 and quote the assessment number shown on the front of the notice.

BPAY BPAY VIEW

Telephone & Internet Banking - BPAY®
- Contact your bank or financial institution to make this payment from your cheque, debit, or transaction account.
- Quote the Biller Code (35105) and Customer Reference Number shown on the rate notice.
- More info: www.bpay.com.au

® Registered to BPAY Pty Ltd, ABN 69 079 137 518

centrelink

Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payment.

Contact Council to be provided our Centrepay number.

Visit www.servicesaustralia.gov.au/centrepay for more information.

- Hours of payment: 8.30am to 5.00pm, Monday to Friday
- **Coburg Citizens Service Centre** 90 Bell Street Coburg Vic. 3058 (cash payment up to $3,000 per invoice)
- **Brunswick Citizens Service Centre** 233 Sydney Road Brunswick Vic. 3056 (cash payment up to $3,000 per invoice)
- **Glenroy Community Hub** 9.00am - 5.00pm 50 Wheatsheaf Road, Glenroy VIC 3046 (no cash payments. EFT only)
- **EFTPOS and Credit Card Facilities available at all centres.** (Visa and MasterCard only)

- Make cheque payable to Merri-bek City Council and cross it 'Not Negotiable'.
- Detach payment slip and mail with cheque to: Merri-bek City Council Locked Bag 10, Brunswick VIC 3056
- **A receipt will not be issued for payments received by mail.** Retain top portion of notice for your record.

Your quarterly bill

Yarra Valley Water

Enquiries	1300 304 688
Faults (24/7)	13 27 62

Account number	90 5129 0879
Invoice number	9056 6352 25035
Issue date	15 Dec 2025

Tax Invoice Yarra Valley Water ABN 93 066 902 501

Emailed to: jason.tan@xynergy.com.au
MR T TANG & MR L YONG
XYNERGY REALTY
114-116 QUEEN ST
ALTONA VIC 3018

Amount due	Due date
$197.98	**5 Jan 2026**

Summary

UNIT 104 100 NICHOLSON ST, BRUNSWICK EAST

Property Number 5092 815, PS 725488

Product/Service	**Amount**
Water Supply System Charge	$21.26
Sewerage System Charge	$122.58
Yarra Valley Water Total	**$143.84**
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	$31.51
Parks Charge	$22.63
TOTAL (GST does not apply)	**$197.98**

No water usage has been charged on this account.

Payment summary

Last Account	$197.98
Paid/Adjusted	-$197.98
Balance	$0.00
Total this Account	+$197.98
Total Balance	**$197.98**

Yarra Valley Water

How to pay

*3042 905663522503 5

Direct debit
Sign up for Direct Debit at **yvw.com.au/directdebit** or call **1300 304 688.**

EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **905153361**

BPAY®
Biller code: **344366**
Ref: **905 1290 8794**

Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payments.
Visit **yvw.com.au/paying**
CRN reference: **555 054 118T**

Post Billpay®
Pay in person at any post office, by phone on **13 18 16** or at **postbillpay.com.au**
Biller code: **3042**
Ref: **9056 6352 25035**

Credit Card
Online: **yvw.com.au/paying**
Phone: **1300 362 332**

MR T TANG & MR L YONG

Account number	90 5129 0879
Invoice number	9056 6352 25035
Total due	**$197.98**
Due date	**5 Jan 2026**
Amount paid	$

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of $22.63.

*NAV = Net Annual Value of your property which is capped at 1990 levels.

Your charges explained

Water supply system charge

1 October 2025 - 31 December 2025

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

Sewerage system charge

1 October 2025 - 31 December 2025

A fixed cost for running, maintaining, and repairing the sewerage system.

Other authority charges

Waterways and drainage charge

1 October 2025 - 31 December 2025

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit **melbournewater.com.au/wwdc**

Parks charge

1 October 2025 - 31 December 2025

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit **parks.vic.gov.au**

J162253

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit **yvw.com.au/financialhelp.**

Contact us

Enquiries	1300 304 688
Faults and Emergencies	13 27 62 (24hr)
enquiry@yvw.com.au	
yvw.com.au	
TTY Voice Calls	133 677
Speak and Listen	1300 555 727

For language assistance

العربية	1300 914 361
廣東話	1300 921 362
Ελληνικά	1300 931 364
普通话	1300 927 363

For all other languages call our translation service on **03 9046 4173**

Next meter reading:

Between 19-26 Mar 2026

Property Clearance Certificate

Land Tax

EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:79344897-012-6.HN -25/39
Certificate No:	95052395
Issue Date:	15 JAN 2026
Enquiries:	ESYSPROD

Land Address: UNIT 104, 100 NICHOLSON BRUNSWICK EAST VIC 3057

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43255997	104	725488	11694	660	$570.73

Vendor: TUNG KIN TANG

Purchaser: TBA

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR TUNG KIN TANG	2026	$120,000	$570.73	$0.00	$570.73

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

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):	$500,000
SITE VALUE (SV):	$120,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$570.73**

Notes to Certificate - Land Tax

Certificate No: 95052395

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 = $120,000

Calculated as $975 plus ($120,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $5,000.00

Taxable Value = $500,000

Calculated as $500,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 95052395

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: 95052395

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax

EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:79344897-012-6.HN -25/39427
Certificate No:	95052395
Issue Date:	15 JAN 2026
Enquires:	ESYSPROD

Land Address:	UNIT 104, 100 NICHOLSON BRUNSWICK EAST VIC 3057

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43255997	104	725488	11694	660	$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:	$500,000
SITE VALUE:	$120,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 95052395

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

EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:79344897-012-6.HN -25 /39427
Certificate No:	95052395
Issue Date:	15 JAN 2026

Land Address: UNIT 104, 100 NICHOLSON BRUNSWICK EAST VIC 3057

Lot	Plan	Volume	Folio
104	725488	11694	660

Vendor: TUNG KIN TANG

Purchaser: TBA

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: 95052395

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: 95052395

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: 95052395

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.

Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Consumer Affairs Victoria

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SECTION 27 STATEMENT

VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

VENDOR: LILY LEE LEE YONG and TUNG KIN TANG

PROPERTY: UNIT 104 100 NICHOLSON STREET BRUNSWICK EAST VIC 3057

1. The Property is subject to Mortgage(s), particulars of which are as follows:

   (a) Mortgagee(s):....OVERSEA-CHINESE BANKING CORPORATION LTD

   of:..

   (b) Amount secured $.....
   Instalments $..... per.....
   Amount required to discharge the Mortgage $.....
   (THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

   (c) Rate of interest payable .....% p.a.
   Default rate .....% p.a.

   (d) Due date of repayment of Mortgage(s): ...../...../2
   (UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF ITS CONDITIONS.)

   (e) The Mortgage does *does not provide for further advances *as follows:

   .....

   (f) The Vendor is not in default under the Mortgage.

   (g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT ...../...../200

SIGNATURE OF VENDOR(S) .....

ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT ...../...../200

SIGNATURE OF PURCHASER(S) .....

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

   A. The particulars provided by the Vendors in this Statement are accurate.
   B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
   C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE ...../...../20

SIGNATURE OF PURCHASER(S) .....