



Australasia Property Advisory association 澳亚地产咨询协会 We are a creative community of building practice experts, covering critical roles in the property development industry:

Architecture

Landscape Architecture

Town Planning

Geotechnical Engineering

Quantity Surveying

Property Law and Legal Services

Environmental Engineering

Remediation Specialist

Yves Liu

Hui Li

Fanny Lu

Kong Guo

Shaun Cheng

Jenny Wang

Max Lin; Johnson Bei

Joseph Zhou

APA aims at providing a platform for industry professionals and developers to network and share knowledge.

On a regular basis, APA organises social networking dinners, wine tasting events, a wide range of sporting events, educational and interactive professional workshops.

How APA grows?

Growth Timeline

APA was founded by a group of professional service providers from a range of disciplines associated with the property industry in Victoria.



APA organised fortnight sporting events including badminton and basketball. We aim to invite you to a variety of sports in the future.

Apr - May 2018



Born

Feb 2018

APA organised a wine tasting event. The association was formally introduced to developers and industry professionals.

>25 Companies APA conducts the first workshop event.
We will also engage industry professionals to become our guest presenters in the future.



Essentials of conducting due diligence for a development site in Melbourne

--- From Legal and planning perspectives

Speakers:

Jenny Wang

Director of Berrigan Doube Lawyers

Fanny Lu

New Business Manager of Plus Architecture





Due Diligence for Property Development

Jenny Wang
Director | Berrigan Doube Lawyers

6 June 2018





Berrigan Doube Lawyers

- Law firm established in 1927
- Melbourne, Sydney and Brisbane offices
- We act for developers, investors, owners corporations, banks
- Boutique law firm specialising in certain areas of law
 - Property law and transactions
 - Building and construction law
 - Banking & Finance law
 - Mortgages and enforcement
 - Owners Corporation law
 - Commercial and business law
 - IT and Technology law
 - Litigation and dispute resolution

Contract of Sale of Real Estate

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

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd.

Property address UNIT 1 - 8, 404 WHITEHORSE ROAD, SURREY HILLS VIC 3127

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

The terms of this contract are contained in the -

- particulars of sale: and
- special conditions, if any; and
- general conditions

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 that 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.

SIGNED BY THE PURCHASER

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

		on//2018
Print names(s) of person(s) signing:		
State nature of authority, if applicable:		
This offer will lapse unless accepted within	[] clear business days (3 clear business days	if none specified)
SIGNED BY THE VENDOR:		
		on//201
Print name(s) of person(s) signing:	MARY MARGARET BETHUNE	

Attorney dated 28/08/2009 The DAY OF SALE is the date by which both parties have signed this contract.

IMPORTANT NOTICE TO PURCHASERS

Cooking-aff gened (Section 31 of the Sale of Land Act 1982)

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

by her attorney Robert Bethune pursuant to Enduring Power of

You may end this contract within 3 clear business days of the day that you

State nature of authority, if applicable:

you bought the property at or within 2 clear business days before or after

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 a publicly advertised auction.

vandor's agent to end this contract within this time in accordance with this cooling-off gravision.

- the graperty is used grimarily for industrial or commercial purposes; or
- the graperty is more than 20 hectares in size and is used primarily for
- You are entitled to a refund of all the money you gold EXCEPT for \$100 or
- farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- "This contract is approved by the Law institute of Victoria Limited, a professional association within the meaning of the Legal Profession Act 2004, under

- Validity of Contract for the Sale of Real Estate (form and substance!)
- Obtain legal advice on contract terms & conditions
 - Special conditions should be subject of legal advice
 - Negotiation of contract terms & conditions and any drafting or redrafting should be conducted by lawyers
 - Shortened sales contracts may not comply with the Estate Agents Act 1980
 - Advisory Services Pty Ltd (t/a Ray White St Albans) v Augustin & Anor [2018] VSCA 95
 - shortened sales contracts did not provide for commission

Structure of Contract of Sale

There are 3 parts to a Contract of Sale of Real Estate:

Particulars of Sale and Execution

- Description of the land
- Vendor & Purchaser details
- Payment conditions & settlement date

General and Special Conditions

- 'General Conditions' covering obligations of Vendor & Purchaser
- 'Special Conditions' can override or vary a General Condition

Vendor's Statement ('Section 32 statement')

- Information required by s32 Sale of Land Act 1962
- If incorrect or insufficient Purchaser can withdraw from sale

Structure of Contract of Sale

PARTICULARS OF SALE

VENDOR'S ESTATE	AGENT		
Name:			
Address / DX:			Telephone:
Contact:			Fax
Email:			Mobile:
			Ref:
VENDORS			
Name:			Telephone:
Address / DX:			Mobile:
Email:	C.		Fax:
Linus.			T u.s.
VENDORS' LEGAL DI	RACTITIONER OR CONVEYAN	CER	
Name:	Berrigan Doube Lawyers	· CEN	
Address / DX:	Level 9, 488 Bourke Stree	at Malbourna VIC 3000	Telephone:
Contact:	Level 9, 400 Doulke Sile	et, Welbourne VIC 3000	Fax
Fmail:			Ref:
Liliali.			Rei.
BUBGUAGEB			
PURCHASER			T. I
Name:			Telephone:
Address / DX:	(:		Mobile:
Email:			Fax
DIIDCUASER/S LEGA	L PRACTITIONER OR CONVE	VANCER	
Name:	E PRACTITIONER OR CONVE	TANCER	
Address / DX:			Telephone:
Contact:			Fax
Email:			Ref:
LAND (general con	dition 3 & 9)		
The land is -			
described in the tab	le below -		
Certificate of Title	Peference	Being Lot	On
Certificate of Title	Reference	being tot	OII
OR			
☐ Described in the	e copy title(s) and plan(s) atta	sched to the Vendor's Statem	ent if no title or plan references are recorded
	ve or if the land is general la		
	es all improvements and fixtu		
_ me iana melaa	es en improvements and nate		

68-74 Courtney Street & 14-22 Villiers Street

North Melbourne VIC 3051

Nil

PROPERTY ADDRESS

The address of the land is:

GOODS SOLD WITH THE LAND (General

condition 2.3(f)) (List or attach schedule)

SALE OF LAND ACT ("the Act") - SECTION 32 VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE

VENDOR:

PROPERTY:

IMPORTANT NOTICE TO PURCHASERS

- The use to which you propose to put the property may be prohibited by planning or building controls applying
 to the locality or may require the consent or permit of the municipal council or other responsible authority. It
 is in your interest to undertake a proper investigation of permitted land use before you commit yourself to
 buy.
- 2 The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.
- and other impacts from hearby properties and the agricultural practices and processes conducted there.

 3. You should check with the appropriate authorities as to the availability and cost of providing any essential services not connected to the property.
- 4. You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the faibility to pay the contribution granted and any remainder of the contribution. The transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential fiability before you commit to buy.

1. TITLE

Attached are copies of the following documents concerning the fittle -

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

2. SUBDIVISION

2.1 UNREGISTERED SUBDIVISION – in the event that the land is subject to a subdivision which is not registered.

Not applicable

- 2.2 STAGED SUBDIVISION in the event that the land is part of a staged subdivision within the meaning of section 37 of the Subdivision Act 1968:
 - (a) A copy of the plan for the first stage if the land is in the second or a subsequent stage is attached.
 - (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:
 - (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
 - d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are as follows:

Not applicable:

2.3 FURTHER PLAN OF SUBDIVISION – Section 2.2 applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed:

Structure of Contract of Sale

General Conditions

Part 2 being Form 2 prescribed by the Estate Agents (Contracts) Regulations 2008

Title

ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after
- In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

- The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the Estate Agents Act 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make regulations and inquiries.
- 2.3 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
 - 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;
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 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;
 - lease or other possessory agreement affecting the land;
 - notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices:
 - legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act
- If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
 - 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
 - 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
 - domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Europia Act 1993 and regulations made under the Europia Act 1993.
- Words and phrases used in general condition 2.6 which are defined in the Suilding Act 1993 have the same meaning in

IDENTITY OF THE LAND

- 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.
- The purchaser may not:
 - make any objection or claim for compensation for any alleged misdesoription of the property or any deficiency in its
 - require the vendor to amend title or pay any cost of amending title.

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

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

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

\$pecial condition 1 – Payment

General condition 11 is replaced with the following:

PAYMENT 11.1

- The purchaser must pay the deposit:
 - to the vendor's licensed estate agent; or
 - If there is no estate agent, to the vendor's legal practitioner or conveyancer, or 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.
- if the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - must not exceed 10% of the price; and
 - 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.
- The purchaser must pay all money other than the deposit:
 - to the vendor, or the vendor's legal practitioner or conveyancer; or
 - in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- Payments may be made or tendered:
 - up to \$1,000 in cash; or
 - by cheque drawn on an authorised deposit-taking institution; or
 - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
 - However, unless otherwise agreed:
 - 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 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 remitti
- At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- Before the funds are electronically transferred the intended recipient must be notified in writing and given 11.7 sufficient particulars to readily identify the relevant transaction.
- As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 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.
- 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.

Special condition 2 – Acceptance of title

General condition 12.4 is added:

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.

Special condition 3 – Tax Invoice

General condition 13.3 is replaced with the following:

- If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
 - the price includes GST; or

Execution & Obligations

- Who are the parties to the Contract?
 - Vendor and Purchaser
 - Mortgagee in possession
 - Death (the estate of...) or incapacity
- "And / Or Nominees" v Substitute Purchaser?
- Authority to sign?
 - Power of Attorney
 - Company and Trust
- What needs to be signed?
 - Contract
 - Vendor's statement
 - Amendments
 - Guarantee?

Execution & Obligations (cont.)

Guarantee (Company and Trust)

ANNEXURE "A" TO CONTRACT OF SALE OF REAL ESTATE

GUARANTEE & INDEMNITY

To the Vendors:

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

- THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- 3. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- 4. That no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantors hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

GUARANTOR/S:				
VENDORS:				
PURCHASER:				
CONTRACT	a contract dated the	day of	20	
0011110101	a contract dated the	au, o.	20	
between the vendor a includes all improven		of the land co	ntained within Certificate	of Tit
EXECUTED AS A DI	EED on the	day of	20	
SIGNED SEALED A	ND DELIVERED BY)		
)		
In the presence of)		
Witness				

Liability of signatory

Any signatory for a Purchaser which is a proprietary limited company (e.g "____ Pty Ltd") is personally liable for performance of Purchaser's obligations

Guarantee and indemnity

 Vendor may require one or more directors of the Purchaser to guarantee Purchaser's performance of contract of sale

Cooling Off Period

Cooling off period <u>does not</u> apply if

- Land sold by auction or 3 clear business days after auction
- Pre-auction sale signed 3 clear business days before auction
- Purchaser is a company

'Within 3 <u>clear</u> business day of signing'

- Time counts from next business day
- After Purchaser has signed (not the Vendor)
- "Business day" = In the State of Victoria, not public holiday, not weekend
- How is notice given?

Penalty for using cooling off period

- \$100 or 0.2% of purchase price, whichever is greater
- Deposit refunded to Purchaser

Vendor's Statement (Section 32)



Type

Jurisdiction VIC Database Victorian Current Acts **Legislation** Sale of Land Act 1962

SALE OF LAND ACT 1962

Table of Provisions

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- 32L Offence to provide false or incomplete information in section 32 statement or fail to provide statement
- 32M Other circumstance where purchaser may rescind contract of sale
- 32N Contract provision that excludes, modifies or restricts Division is void

Vendor's Statement (Section 32)

When is it given to the Purchaser?

- Before signing the contract of sale
- Vendor signs before the Purchaser

What must be disclosed?

 Matters affecting the property (e.g. mortgages, improvements, easements, planning controls, rates, taxes, warranty insurance)

What if false or incomplete information is provided?

- Purchaser may rescind the contract
- Vendor may be fined by a court up to \$47,571
- Legal advice should be sought before assuming anything with regard to breaches and remedies relating to Vendor's Statement
- Example: Hobson v Robinson [2017] VCAT 524
 Vendor sold "vacant" land to Purchaser who, after settlement, discovered that a house had previously been demolished on the land

Encumbrances

'Encumbrance' is a limitation on use of the land

Encumbrance	What does it do?
Restrictive covenant	Agreement recorded on land title ("runs with the land") restricting land use or development and binds all future landowners. No expiry date so remains in force until removed or varied by agreement, by a court, by council, by planning scheme amendment
Easement	Section of land which someone has the right to use for a specific purpose even though they are not the landowner. "Private Easements" are registered on land title (e.g. shared driveway). "Regulatory Easements" are <u>not</u> registered on title (e.g. drainage, water supply, electricity)
Caveat	Notice given by a person ("caveator") to the Registrar of Titles which prohibits registration of a land interest dealing that affects the interest claimed by the caveator (e.g. caveator might be purchaser of land where settlement will not occur for some time)
Mortgage	Legally enforceable evidence of a financial debt and the promise of timely repayment of the debt principal plus any interest, secured by the collateral of specified land
Section 173 Agreement	Contract under s173 Planning and Environment Act 1987 between Council and landowner restricting use or development of land and binds all future landowners. Expires after a specified event or time period stated in Agreement
Lease	Written or implied contract by which landowner ("lessor") grants right to exclusive possession and use of land to "lessee" for specific period under specified conditions, in return for specified periodic payments

Examples of Encumbrances

Deserted by A-010-TAR. Last low various transcript all CASTA 12.15 Flags 1 or 3

State of Videor. This published in ecception is open from by the oppositude by any process around it is accordance with the presistance of this Casta of Last Advantages are not seen as a consistency of the contract of the published of the purposes of Society 32 of the Seat of Last Adv 1962 or justicated to a written agreement. The information is only written the time seed in the formation of time from the Last Advantage from the La-MOTATA System The States of Vision American to a recommitting for any subscience strongs, published on the La-MOTATA System The States of Vision American to a recommitting for any subscience strongs. 10-50 893374 MF-3-34 NOLEKI PEY, LIMITED of 13 Covenery Street Bouth Unibourne being registered as the proprietor of an exhate in fee simple in the 3 and beceins four described subject he the enumbraces antified bereinder to consideration of the mum of TWO WHOMBARD SIRE HURDRED POWERS (£3,900.0.0.) gaid to at by Magroad Winner both of 241 Gors Street Pitercy towante wil ive covere and intercet to all that place of lead buing Lot to on Plon of Sundivision No. 51296 Lodged in the Office of Titles and meing part of Vasio's Brunn Special Survey Parish of Balleen County of Bourbe and being part of the land nor meticalarly described in Carbittonia of Trake Values Syst Potto with the intent that the benefit of this povement small be offended to sed can at law and in equity with could and every other lot on the seld Pion of Subdivision other than the seld let hereby transferred and that the burden of this sevenant shall be unneved be and run or low and to equity with the eath lot kepeky transferred se hereby for ourselves and our helps executors. equinistrators transferess registered proprietors for the time being of the said lot hereby transferred hereby and se separete bies set dith teseavor minerayor its successors and transferses and other the registered proprietor or proprietors for the tiem being of the land comprised in the said Plan of Subdivision other than the lot hereby transferred that ALAG (1) No building shell be srected or parmitted to resein orected on the lot heraby transferred other than one single dwalling Fee house with or without a garage and/or other suitable outbuildings with external walls of brick, stone, conceste, gluon plusinian or timber or any combination of the same

Delivered by LANGATAR: Land Use Victoria imentancy 1004/2016-09-09-Page 1 of 23

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2	C.D.	Form 18	AG201796F 9/11/2009 199 99 17 Section 181
		RESPONSIBLE AUTHORITY FOR	
	,	Planning and Environment Act 198	7
	Lodged at the Land Titles Office	e by:	
	Name: Phone: Address: Ref:		Customer Code:
_	The Authority having made a Environment Act 1987 requires	an agreement referred to in section a recording to be made in the Register	n 181(1) of the <i>Planning and</i> or for the land.
	Land:		
	Authority: Maribyrnong City C	Council Car Napier & Hyde St, Footso	cray, Victoria 3011
	Section and Act under which a 1987.	agreement made: Section 173 of the	Planning and Environment Act
(,	A copy of the agreement is atta	ached to this application	
	Signature for the Authority:		
	Name of officer:		
	Office held:		
	Date:		

Examples of Encumbrances



CANEAR		Approved Form C
CAVEAT Section 89 Transfer of Land Act	ALE .	Fictorian Land Titles Office
Lodged hy Neme: Phone: Address: Eef: Customer Code:	and sworthbank, Vict	AG523576D 3/6/209 8/5/8 8
		described on the grounds set out and forbids ment affecting the estate or interest to the
Land: aute margage charge or leave)		
Certificate of Title Volume	Folio	
Caveator: (full mone and indirens)		
Electricity Pty Ltd (ACN:	Of	
Estate or Interest claimed		
An interest as Lessee.		
Extent of prohibition: (ffma 48801.0) Any dealing affecting the interest to		se:
Address in Victoria for service of a Electricity Pty Ltd (ACN.	notice: (instale postends) 3) of	
	1000	
Dated 20th may 2009 Signature of caveator	Executed for Electricity	Pty Ltd-(ACN) by its
Or Signature of caveator	Authorised Representative	Pry Dd-(ACN) by its Roger
Signature of cavealor	Authorised Representative	
Signature of caveator On Signature of agent being an Austra Practitioner (within the meaning of	Authorised Representative	

Defects Affecting The Property

Defects in title (e.g. easements & covenants)

- "Patent title defects": capable of discovery by reasonable inspection of land and title
- "<u>Latent title defects</u>": *incapable* of discovery by reasonable inspection of land and title (e.g. unregistered easement)
 - Discovered before settlement: Purchaser can terminate contract if Vendor cannot cure defect before settlement
 - Discovered after settlement: Purchaser can sue Vendor for damages

Defect in quality - "Buyer beware" (caveat emptor)

- Vendor not liable for defects in physical quality of land (unless misrepresentation or fraud by Vendor)
 - Vendor under no obligation to improve land or rectify defects discovered by Purchaser after signing contract

Vendor's Warranties

- Legally binding promise made by Vendor about accuracy of information in contract
 - Title and encumbrances
 - Condition of land
 - Information in contract for the sale of land
- Breach of a warranty
 - Contract can be rescinded by Purchaser if:
 - Vendor fails to disclose a matter; and
 - Purchaser unaware of that matter; and
 - Purchaser would not have entered contract if aware of matter
- Limitations on Vendor's warranties
 - Purchaser usually has 6 years to sue from date of breach
 - Vendor's maximum liability can be set by agreement

Subdivision

What is a subdivision?

- Area of land divided into lots for sale by a "plan of subdivision"
- If plan of subdivision creates "common property" an "owners corporation" automatically comes into existence
- Owners corporation manages common property
- All owners of lots become members of owners corporation
 - Developer is initial owner of all lots on plan of subdivision
 - All owners make financial contribution to owners corporation

Other legal structures

- Company share schemes
- Stratum titles
- Strata title units
- Cluster title lots
- Time sharing schemes

Subdivision

What is the subdivision process?

Action	Description
Title search	Copy of land title and plan diagram of land to be subdivided is required for discussions with surveyor and council
Land survey	Survey of land is required & surveyor prepares plan of subdivision for Council to certify
Council	Considers application, refers plan of subdivision to relevant authorities and Council ensures all relevant requirements have been met
Lawyer	Organises all relevant documents and prepares relevant forms to lodge at Land Victoria
Land Victoria	 All documents lodged at Land Victoria Vendor & Purchaser must satisfy verification of identity requirements Plan of subdivision registered & new Certificate(s) of Title issued

FIRB, Duties, Taxes on Vacant Property

FIRB Approval – Buying

- Exemptions for:
 - holders of Australian permanent resident visas
 - "Australian corporation that would not be a foreign person if interests directly held in it by Australian citizens living abroad, Australian permanent visa holders or New Zealand citizens were disregarded"
- Applies to all urban land

Land Transfer Duty ("Stamp Duty") – Settlement

- Payable on "dutiable value" (i.e. property's market value or purchase price, whichever is greater)
- Foreign Purchaser Additional Duty (7%) on acquisition of residential property

Vacant land taxes

- Vacant Residential Property Tax 1% of CIV
- Absentee Owners Surcharge 1.5%
- Vacancy Fee equal to FIRB fee

Auction Contracts

Specific contract requirements

- Requires special disclosure
- Rules of auction apply

Pre-auction offers

- Offers prior to auction in the form of signed contract of sale
- Process of negotiation same as buying by private sale.
- No cooling-off period if signing contract 3 days before auction

When is the property sold?

- Contract of sale not legally binding until signed by both Purchaser and Vendor
- Contract of sale must have same terms as on display before auction
- No cooling-off period after contract of sale has been signed by Purchaser

Special Contracts – BEWARE!

"Options contract"

- Option to purchase land which benefits a potential Purchaser
- Exercise of Option within time limit gives rise to contract of sale

Vendor's finance ("loan agreement")

Vendor lends money to Purchaser to settle the transaction

"Terms contract"

- Purchaser obliged to make 2 or more payments after signing contract and before final settlement
- Purchaser entitled to possession or occupation of land before final settlement.
- Additional disclosures and treatment required

"Conditions precedent"

Contract only comes into force if and when certain conditions are met

Tips and advice

Before signing a Contract of Sale, ensure you:

- 1. Seek legal and other advice
- 2. Have a clear purpose for why you are buying the land
- 3. Understand all the disclosures
- 4. Do due diligence
- 5. Satisfy yourself of any encumbrances on the land
- 6. Satisfy yourself of any defects on the title
- 7. Satisfy yourself of any defects in the building
- 8. Satisfy any pre-contract requirements
- 9. Write "and / or nominee" if you want flexibility in structuring
- 10. Have the right to sign and are willing to take the responsibility



Questions?



Melbourne Office

Level 9, 488 Bourke St MELBOURNE VIC 3000 Ph (03) 9600 2577

Sydney Office

Level 7, 234 George St SYDNEY NSW 2000 Ph (02) 9251 6699

Brisbane Office

Level 8, 288 Edward St BRISBANE QLD 4000 Ph (07) 3229 0707



OVERVIEW

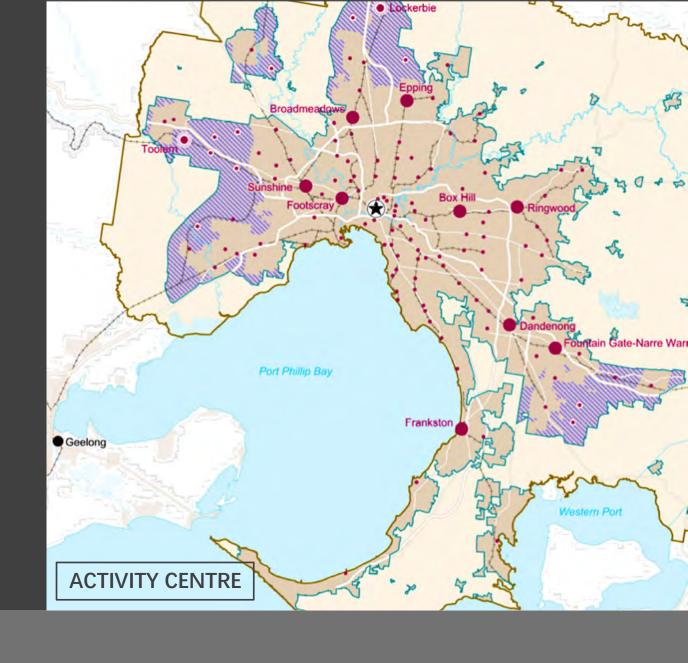
- SITE LOCATION



SITE LOCATION

City / Suburb Level

- Distance to Melbourne CBD
- Access to A.C. / Employment Cluster
- Access to train / tram routes (500m radius)
- Access to freeway
- City councils

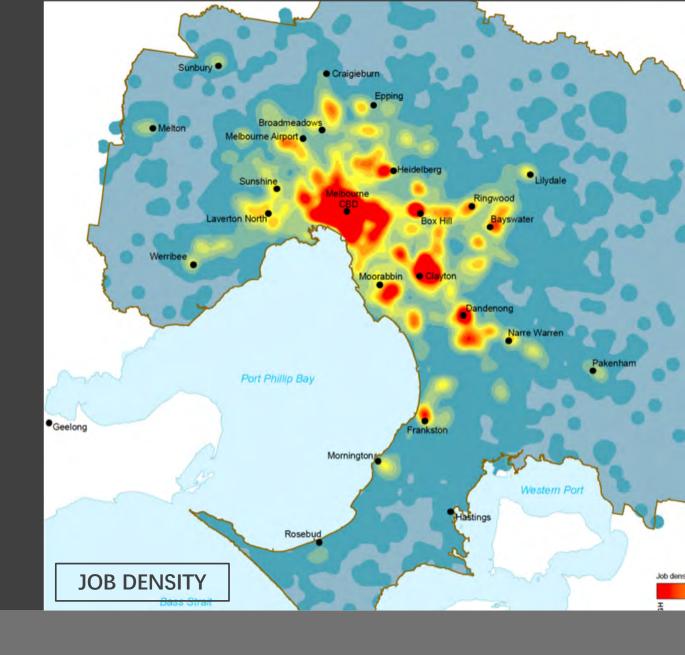




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SITE LOCATION

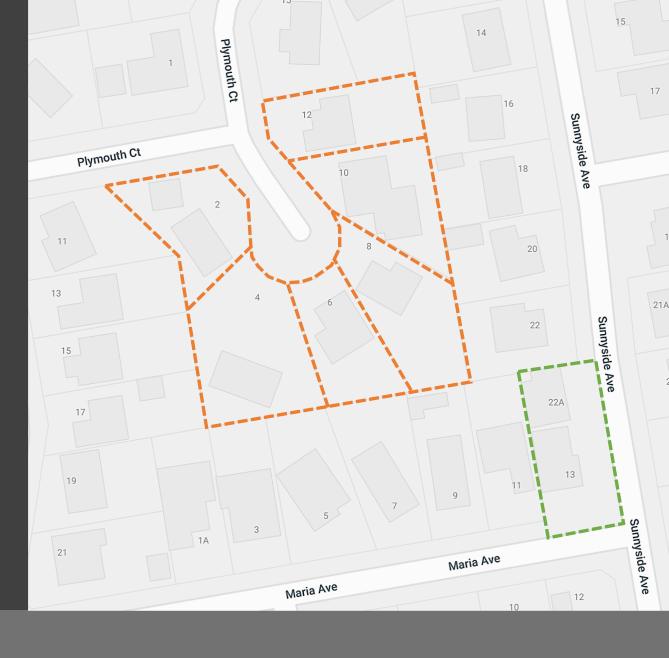
Street Level

- Special location
 - o corner site
 - o cul-de-sac
- Side of street
- Ease of access

AVOID

Sites directly adjoin:

- Train stations / tracks
- Freeway entrance
- Industrial land uses
- Large function venues





SITE CONDITIONS

Street Condition

- Street tree?
- Street parking?
- Electricity pole?
- Telecom pit?
- Vehicle crossover?

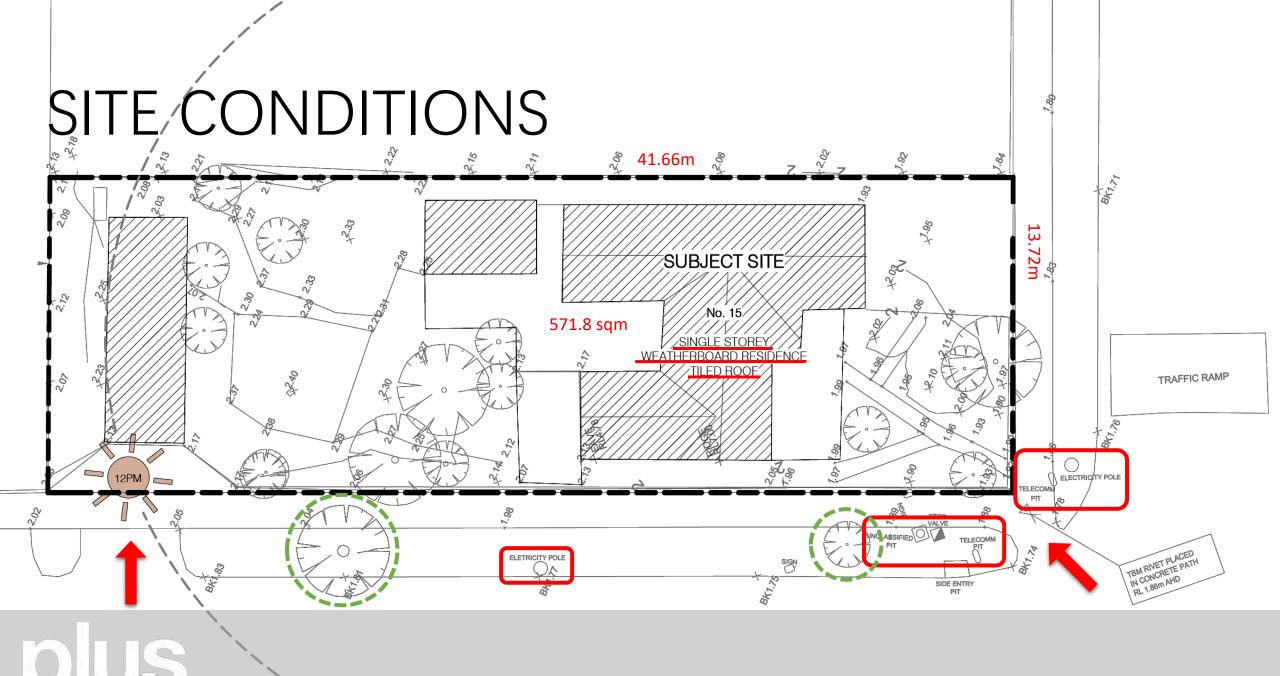
Land Condition

- Land size/dimensions
- Land shape
- Orientation
- Flat or slope?
- Vegetation on site
- Vehicle access
- Easement?

House Condition

- Built year & Livability
- Building height, NFA & footprint
- Built form & materials
- Car parking provision
- Other features (i.e. swimming pool)







architecture

PLANNING CONTROLS

ZONING

Land Use Control **OVERLAY**

Development Control LPPF

Planning Directions at Local Level C. 54/55

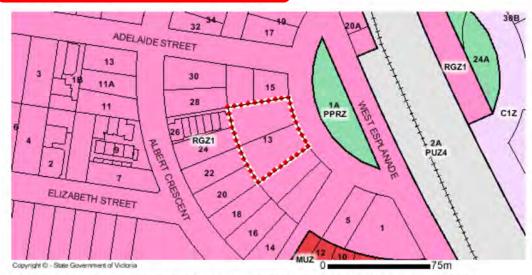
Design Requirements (<=4 storeys) C. 58

Design Requirements (>=5 storeys)



Planning Zone

RESIDENTIAL GROWTH ZONE (RGZ) RESIDENTIAL GROWTH ZONE - SCHEDULE 1 (RGZ1)



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

Zones Legend



- River, stream

Tram -

03/03/2016 C166

SCHEDULE 1 TO CLAUSE 32.07 RESIDENTIAL GROWTH ZONE

Shown on the planning scheme map as RGZ1.

SUBSTANTIAL CHANGE AREAS

1.0 03/03/2016

Requirements of Clause 54 and Clause 55

	Standard	Requirement
Minimum street setback	A3 and B6	Ground level and level 1 should be set back the average of the adjoining lots.
Site coverage	A5 and B8	The site area covered by buildings should no exceed 70%.
Permeability	A6 and B9	None specified
Landscaping	B13	A minimum of 1 medium sized tree of 6-12 metres (at maturity) should be provided in the fron setback.
		Planting to be provided along the length of any driveway.
		Where new building bulk visually impacts or adjoining dwellings, a landscaped vertical screen should be provided.
Side and rear setbacks	A10 and B17	None specified
Walls on boundaries	A11 and B18	None specified
Private open space	A17	An area of 15-40 square metres at ground leve with convenient access from a living room, or
		A balcony of 8-12 square metres with a minimum width of 2 metres and convenient access from a living room.
	B28	An area of 15-40 square metres at ground leve with convenient access from a living room, or
		A balcony of 8-12 square metres with a minimum width of 2 metres and convenient access from a living room.
Front fence height	A20 and B32	None specified

2.0 03/03/2016 C166

Maximum building height requirement for a dwelling or residential building

None specified

architecture

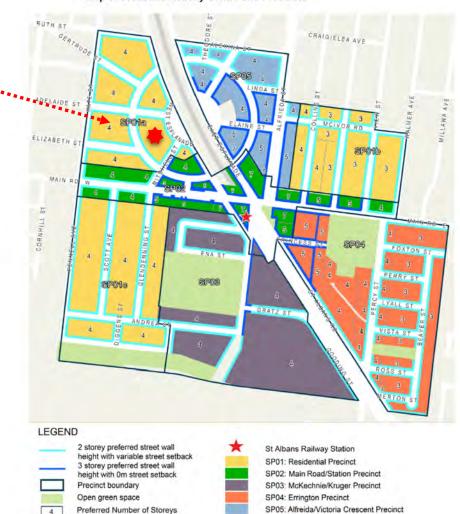
Water ar

BRIMBANK PLANNING SCHEME

Planning Overlays



Map 1: St Albans Activity Centre and Precincts



31/08/2017 C150

SCHEDULE 9 TO CLAUSE 43.02 DESIGN AND DEVELOPMENT OVERLAY

Shown on the planning scheme map as DDO9.

ST ALBANS ACTIVITY CENTRE

1.0 Design objectives

31/08/2017 C150

General

- To ensure development contributes to the preferred character of the precinct and where appropriate has regard to the preferred character of adjoining precincts.
- To ensure buildings are designed and sited to maximise pedestrian access, weather protection, provide landscaping opportunities, promote surveillance of adjoining streets, public spaces and create a pedestrian friendly public realm and minimise conflict between vehicle and pedestrian movement.
- To encourage the consolidation of lots to accommodate larger scale development.

Residential Precincts

- To ensure built form of development is designed to minimise impact on the amenity of existing dwellings.
- To ensure fencing in front of buildings does not dominate street frontages and restrict surveillance of the public realm.
- To protect adjoining sites, streets and public open spaces from development that causes undue overshadowing during the winter solstice at 22 June.

Commercial/Retail/Mixed Use Precincts

- To encourage the development of a higher scale built form character that does not adversely impact on the amenity of adjoining lots or the public realm, including access to sunlight, loss of light, overlooking and the performance of ESD infrastructure.
- To ensure a consistent street edge is provided at ground level for commercial uses
- To ensure residential uses within mixed-use developments have access to daylight and usable private open space.
- Access from laneways and local streets should be encouraged for car parking, waste removal and loading.

Precinct 1 - Residential Areas 1A, 1B and 1C

- To ensure the west side of Collins Street, St Albans is developed as a mixed use precinct and provides a direct pedestrian connection to Alfrieda Street.
- To encourage consolidation of public car parking assets on Collins Street, St Albans.

To encourage the development of mid-block pedestrian connection between Collins Street and Alfrieda Street, St Albans.

To ensure development provides for the widening and improved access and loading within Alfrieda Lane, St Albans.



2.0 Buildings and works

31/08/2017 C150

Permit Requirements

A permit is not required for the following:

buildings and works associated with the provision of public open space.

A permit is required for the following:

 the construction of a front fence exceeding 1.2 metres in height and which is less than 50% transparent facing a street.

Buildings and Works Requirements

General

- The height of buildings and street wall heights should be limited to the preferred maximum height shown in Map 1.
- Buildings higher than the preferred maximum height shown on Map 1 may be considered if the design of the building reduces visual bulk through setbacks, building articulation and high quality building materials.
- Buildings should incorporate sustainable design features to address water and waste management, solar access and energy saving techniques.
- Pedestrian access through the precinct should be well lit and provide access for people with disabilities.
- Development must not prejudice the future provision of pedestrian and bicycle links as shown in the St Albans Activity Centre Precinct Structure Plan 2011 (Revised July 2015).

Residential Precincts

- Buildings should be oriented to front existing streets and where applicable, front onto public open space areas.
- The height of buildings fronting the street should be limited to a maximum of two (2) storeys. Upper levels should be articulated and set back from the street frontage by 2-4 metres to ensure building bulk is reduced and access to daylight/sunlight to adjoining uses and public spaces is maximised.
- Fencing to building frontages should be limited to a maximum height of 1.5 metres with 50% transparency.
- Buildings should be set back to provide for sufficient landscaping.

Commercial/Retail/Mixed Use Precincts

- Upper levels should be set back from podiums/streetwalls to ensure building bulk is reduced and access to sunlight to public spaces is maximised.
- New development should provide for loading areas to the rear of sites, avoiding key pedestrian routes.

DEVELOPMENT PRECEDENTS

NEW BUILDINGS & WORKS

- Height, density, scale
- Architectural style
- Built form & materials
- Year of construction
- TP approval date

RECENT APPROVALS

- Date of application
- Date of approval
- Proposal
- Decision:
 - Local city council
 - VCAT

RECENT REFUSALS

- Date of application
- Date of refusal
- Proposal
- Decision:
 - Local city council
 - VCAT



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DUS architecture



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