# 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 511 / 127 – 133 Leicester Street, Carlton 3053

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 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.

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//2020
Print name(s) of person(s) signing:		
State nature of authority, if applicable:		
This offer will lapse unless accepted within	[ ] clear business days (3 clear business days	if none specified)
SIGNED BY THE VENDOR:		
		on//2020
Print name(s) of person(s) signing:	Leonardo Santalucia	
State nature of authority, if applicable:		

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

## **IMPORTANT NOTICE TO PURCHASERS**

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

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

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

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

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

- you bought the property at or within 3 clear business days before or after a publicly advertised auction;
- 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.

<sup>\*</sup>This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the Legal Profession Act 2004, under section 53A of the Estate Agents Act 1980.



## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

## Particulars of sale

## Vendor's estate agent

Name: Viva Property

Address: 575 Elizabeth Street, Melbourne 3000

Email: <u>zenok@vivaproperty.comm.au</u>

Tel: 9373 6868 Mob: Fax: Ref: Zeno Kobica

## Vendor

Leonardo Santalucia

5 Bruce Way, Taylors Lakes 3038

Email:

## Vendor's legal practitioner or conveyancer

## **Spencer Law Partners**

Level 1, 280 Spencer Street, Melbourne VIC 3000 PO Box 13025, Law Courts Victoria 8010

Email: smamo@spencerlaw.com.au

Tel: 03 9018 1818 Mob: Fax: 03 9018 1812 Ref: FM:SM: 113120

#### **Purchaser**

## Purchaser's legal practitioner or conveyancer

Email:

Tel: Mob: Fax: Ref:

## Land (general conditions 3 and 9)

The land is described in the table below -

Certificate of Title reference			being lot	on plan
Volume 10931	Folio	161	511	539497J
Volume	Folio			

## OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

The address	of the land is: Unit	511 / 127 – 13	3 Leicester Stre	et, Carlton 305	53
	with the land (general coverings, light fittings,	* * *	•	•	
Please see a	ttached Inventory List (	Special Conditi	on 15).		
Payment (ge	eneral condition 11)				
Price	\$				
Deposit	\$	by	(of which \$	has been pai	d)
Balance	\$	payable	e at settlement		
,	l condition 13)				
The price inc	ludes GST (if any) unle	ess the words ' <sub>l</sub>	olus GST' appea	r in this box	
parties consi	a sale of land on which der meets requirement rn' then add the words	s of section 38-	480 of the GST A	Act or of a	
If the margin scheme' in t	scheme will be used to his box	calculate GS1	then add the wo	rds <b>'margin</b>	
Settlement (	general condition 10)				
is due on					
unless the la of:	nd is a lot on an unreg	stered plan of	subdivision, in wh	nich case settlen	nent is due on the later
• the above	e date; and				
• 14 days a	after the vendor gives n	otice in writing	to the purchaser o	of registration of	the plan of subdivision.
Lease (gene	ral condition 1.1)				
	t the purchaser is entitle ords ' <b>subject to lease'</b> lition 1.1.	•	•		SUBJECT TO LEASE
If 'subject to	lease' then particulars	of the lease a	re:		
11.5 month	term lease commenced	I from 16 Janua	ary 2020		
Terms contr	ract (general condition	23)			
of Land Act 1	ct is intended to be a te 1962 then add the word lition 23 and add any fu	s <b>'terms cont</b> r	act' in this box a	nd refer to	

Loan (general condition 14)

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

Lender:

Loan amount

**Property address** 

Approval date:

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

**Special conditions** 

# **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 the last page; and
- attach additional pages if there is not enough space

#### Special condition 1 − Payment

General condition 11 is replaced with the following:

#### 11 **PAYMENT**

- The purchaser must pay the deposit:
  - to the vendor's licensed estate agent; or (a)
  - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or (b)
  - if the vendor directs, into a special purpose account in an authorised deposit-taking institution in (c) Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - 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 (b) agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of
- 11.3 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 (b) convevancer.
- Payments may be made or tendered: (a) up to \$1,000 in cash; or 11.4

  - by cheque drawn on an authorised deposit taking institution; or (b)
  - by electronic funds transfer to a recipient having the appropriate facilities for receipt. (c) However, unless otherwise agreed:
  - payment may not be made by credit card, debit card or any other financial transfer system that (d) 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 (e) charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 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 deposittaking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

#### 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:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
  - the price includes GST; or
  - the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

#### Special condition 4 − Adjustments

General condition 15.3 is added:

15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

#### Special condition 5 − Foreign resident capital gains withholding

General condition 15A is added:

#### 15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act* 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property 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.
- 15A.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.
- 15A.5 The purchaser must:
  - engage a legal practitioner or conveyancer ("representative") to conduct all 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.
- 15A.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:
  - pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner 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.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
  - the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## Special condition 5A − GST withholding

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth)]

General condition 15B is added:

#### 15B. GST WITHHOLDING

15B.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.

- 15B.2 This general condition 15B applies if the purchaser is 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 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 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.
- 15B.4 The purchaser must:
  - 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.
- 15B.5 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:
  - 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.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
  - (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 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 settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

- 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.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration* Act 1953 (Cth) at least 14 days before the due date for settlement.
- 15B.9 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 of 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.
- 15B.10The 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.
- 15B.11The 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 the vendor's failure, including breach of a warranty in general condition 15B.10; or
  - (b) the purchaser's 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.

15B.12This general condition will not merge on settlement.

#### Special condition 6 − Service

General condition 17 is replaced with the following:

#### 17. SERVICE

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in a manner authorised 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.
- 17.4 Any document properly sent by:
  - express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

#### Special condition 7 − Notices

General condition 21 is replaced with the following:

#### 21. NOTICES

- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

#### Special condition 8 − Electronic conveyancing

- 8.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
  - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.7 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 special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 8.8 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.
- 8.9 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 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 Network Operator of settlement.

8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

#### ☐ Special condition 9 - Deposit bond

- 9.1 In this special condition:
  - (a) "deposit bond" means an irrevocable undertaking by an insurer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
  - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 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 30 days before the deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 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 special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

#### ☐ Special condition 10 – Bank guarantee

- 10.1 In this special 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 under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 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 30 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 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 special condition 10.3
- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

#### ☐ Special condition 11 – Building report

- 11.1 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
  - (a) obtains a written report from a registered building practitioner 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 in then in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special 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.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## ☐ Special condition 12 – Pest report

- 12.1 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;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not in then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special 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.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

## Special condition 13 – Penalty Interest

13.1 General Condition 26 is amended to read as follows:

If the Purchaser defaults in payment of any money under this Contract then interest at the rate of fourteen per centum (14%) per annum shall be paid on demand by the Purchaser to the Vendor computed upon the money overdue. Such interest shall be computed from the date the said money was due until such moneys are paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights power and remedies of the Vendor under this Contract of Sale.

## Special condition 14 – Auction

14.1 The property is offered for sale by public auction, subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

## Special condition 15 – Inventory List

15.1 The Purchaser acknowledges that the Property hereby sold is an apartment within a student apartment building and that the Vendors leases the property as a furnished student apartment. The Vendor confirms that the items listed in the Inventory attached to the contract hereinafter referred to as "the Chattels" have been provided by the Vendor as part of the furnishings offered in the lease and that the same shall pass to the Purchaser at settlement. The Vendor makes no representation to the Purchaser as to the condition, state of repair or suitability for purpose of the Chattels. The Purchaser accepts the Chattels in the condition in which they are in as at settlement notwithstanding that they may have deteriorated, become worn, damaged, destroyed or removed from the property by the tenant or others. The Purchaser shall assume all risk associated with the Chattels as and from the date of sale and shall not claim or be entitled to claim any compensation whatsoever or seek to offset any loss in respect of the same as against the Vendor by withholding or deducting the same from the balance of money due to the Vendor at settlement or otherwise or refusing to complete settlement.

# 511 / 50 Barry Street, Carlton, 3053 "University Square Apartments" Inventory

# **Kitchen**

# Appliances:

1x Microwave oven
1x Bar Fridge
1x two slice toaster
1x electric kettle
1x rice cooker

## General

Holland Blinds to windows

# **Lounge**

1x White Desk with silver legs (marks on top)1 x white set of drawers on wheels, two drawers

1 x Swivel computer chair, gas powered

1x White round table (marks on top) and 1 x orange plastic chair (marked)

1 x 24"TCL HD TV with remote

# **Bedroom**

1x Wooden Bed Frame; with slide out drawers

1x Single mattress

## **General Conditions**

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

#### **Title**

#### 1. ENCUMBRANCES

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

#### 2. VENDOR WARRANTIES

- 2.1 The 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 requisitions 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
  - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 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.
- 2.6 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.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.6.

#### 3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:

- make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

#### 4. SERVICES

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

#### 5. CONSENTS

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

#### 6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

#### 7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
  - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives
  - (a) 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.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
  - (a) that -
    - (i) the purchaser intends to use predominately 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.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if -
  - (a) the personal property is of a kind that may be described by a 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
  - (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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

#### 8. BUILDING WARRANTY INSURANCE

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

#### 9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the Transfer of Land Act 1958.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

## Money

## 10. SETTLEMENT

- 10.1 At settlement:
  - (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

- (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

#### 11. PAYMENT

- 11.1 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 conveyance; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land is sold 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 conveyance on trust for the purchaser until registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyance.
- 11.4 At settlement, payments may be made or tendered:
  - (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force).
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests than any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the 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 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.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
  - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is 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.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
  - (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
  - (b) 'GST' includes penalties and interest.

#### 14. LOAN

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
  - (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

#### 15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
  - 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.

## **Transactional**

## 16. TIME

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

#### 17. SERVICE

- 17.1 Any document sent by -
  - (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act* 2000.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
  - (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

- (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

#### 18. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

#### 19. LIABILITY OF SIGNATORY

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

#### 20. GUARANTEE

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.

#### 21. NOTICES

The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

#### 22. INSPECTION

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

#### 23. TERMS CONTRACT

- 23.1 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.
- 23.2 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.

## 24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

#### 25. BREACH

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

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

## **Default**

#### 26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

#### 27. DEFAULT NOTICE

- 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.
- 27.2 The default notice must:
  - (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

#### 28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
  - (a) 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.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

## **Guarantee and Indemnity**

#### TO: The Vendor

## 1. **DEFINITIONS**

In this Guarantee:

"Contract" means the contract of sale of real estate to which this Guarantee is attached, between the Vendor and the Purchaser and any other agreement between the Vendor and the Purchaser concerning the land sold under that Contract;

"Corporations Act" means the Corporations Act 2001 (Cth);

"Guarantee" means this deed of guarantee and indemnity including any schedules;

"Guaranteed Amount" means all the money payable by the Purchaser under the Contract;

"Guarantor" means the guarantor named in the Guarantor Schedule;

"Loss" means any loss, damage, liability, claim, proceeding, demand, cost or expense;

"Purchaser" means the person named as purchaser in the Contract;

"Purchaser's Obligations" means the obligations of the Purchaser to:

- (a) pay the Guaranteed Amount; and
- (b) comply with all the Purchaser's other obligations under the Contract;

"Vendor" means the person named as vendor in the Contract.

## 2. Interpretation

In this Guarantee, unless the context requires otherwise:

- (a) a reference to a party in this Guarantee or the Contract includes the party's successors, personal representatives and permitted assigns;
- (b) if 2 or more people are described as a party, each person is:
  - (i) liable for their obligations; and
  - (ii) entitled to their rights,

jointly and severally;

- (c) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (d) the singular includes the plural and vice versa;
- (e) a gender includes the other genders:
- (f) a heading may be used to help interpretation but is not legally binding.

## 3. Guarantor's acknowledgement

The Guarantor acknowledges that the Guarantor give this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request.

#### 4. Guarantee

- (a) The Guarantor guarantees to the Vendor the punctual compliance with the Purchaser's Obligations.
- (b) If the Purchaser fails to pay any of the Guaranteed Amount on time, the Guarantor will immediately pay that money to the Vendor on demand whether or not the Vendor has demanded the money from the Purchaser.
- (c) If the Purchaser fails to pay the Guaranteed Amount, the Purchaser fails to comply with any of the Purchaser's Obligations or the Contract is repudiated, the Guarantor:
  - (i) indemnifies the Vendor against any Loss which the Vendor incurs as a result; and
  - (ii) will pay an amount equal to the Loss to the Vendor on demand.

## 5. Guarantor's indemnity

The Guarantor indemnifies the Vendor against any Loss the Vendor incurs because:

- (a) the Purchaser lacks the capacity or power to enter the Contract;
- (b) the Purchaser is not competent to enter the Contract or is under a legal limitation or disability;
- (c) the Purchaser dies, is liquidated or becomes bankrupt; or
- (d) anything else occurs that prevents the Vendor from recovering the Guaranteed Amount from the Purchaser.

## 6. Guarantor's obligations

The Guarantor's obligations in this Guarantee are principal obligations and the Vendor need not:

- (a) make a demand on the Purchaser; or
- (b) exercise any rights against the Purchaser,

before exercising any rights against the Guarantor.

## 7. Guarantee is continuing and irrevocable

- (a) This Guarantee is a continuing guarantee and is irrevocable.
- (b) The obligations of the Guarantor are absolute and unconditional.
- (c) The Guarantor is not released from liability until all of the Purchaser's Obligations are complied with to the Vendor's satisfaction.

## 8. Guarantee not affected by other matters

This Guarantee is not affected by:

- (a) any variation of the Contract;
- (b) any extension of time for compliance with the Purchaser's Obligations, any other concession, or any release given to or compromise with the Purchaser or any other person or corporation (whether or not with the consent of the Guarantor);
- (c) the Purchaser nominating a substitute or additional purchaser under the Contract;
- (d) the whole or any part of the Purchaser's Obligations being illegal, void, voidable or unenforceable:
- (e) any limitation, disability, incapacity or other circumstance relating to the Purchaser;
- (f) any neglect or failure by the Vendor to prosecute or enforce its rights under the Contract;
- (g) the termination of the Contract by the Vendor because of a failure by the Purchaser to perform the Purchaser's Obligations;
- (h) the winding up, bankruptcy or death of the Purchaser or the Guarantor;
- (i) the Purchaser's liability to pay the Guaranteed Amount or to comply with the Purchaser's Obligations being released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way;
- (j) a payment to the Vendor under the Contract being held to be a preference or being set aside by a court;
- (k) the failure of any person named as Guarantor to execute this Guarantee, or the liability of any Guarantor ceasing for any reason; or
- (I) any other matter which, but for this provision, would release the Guarantor from this Guarantee under the law relating to sureties.

## 9. Purchaser's Obligations not enforceable

- (a) if any of the Purchaser's Obligations are not enforceable against the Purchaser so that the Purchaser's Obligations are not recoverable from the Guarantor as surety, the Guarantor:
- (b) unconditionally and irrevocably indemnifies the Vendor against any Loss which the Vendor incurs as a result;
- (c) agrees that the Vendor may recover the Loss from the Guarantor as principal debtor; and
- (d) must pay the amount of the Loss to the Vendor on demand.

#### 10. Purchaser becomes insolvent

- (a) The Guarantor must not compete with the Vendor for any money the Purchaser owes the Guarantor if the Purchaser;
  - (i) being an individual, becomes an insolvent under administration (as defined in the

Corporations Act); or

- (ii) being a corporation (as defined in the Corporations Act), becomes an externally-administered body corporate (as defined in the Corporations Act).
- (b) The Guarantor authorises the Vendor to:
  - (i) prove for all the money the Purchaser owes the Guarantor; and
  - (ii) retain and carry a suspense account and, at the Vendor's discretion, to appropriate any money received until the Vendor has been fully paid an amount equal to the money the Purchaser owes to the Vendor.

## 11. Notices

A notice or demand made by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

# SCHEDULE

<u>VENDOR</u>	:		
Name	:		
Address	:		
GUARANTOR:			
Name	:		
Address	:		
SIGNED SEAL	ED and DELIVERED by the said	)	
VENDOR in th	ne presence of:	)	
Witness:			
SIGNED SEAL	.ED and DELIVERED by the said	)	
GUARANTOR	(S) in the presence of:	)	
<b>NA</b> (:4:			
vvitness:			



# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land	Unit 511 / 127 – 133 Leicester Street, Carlton	
Vendor's name	Leonardo Santalucia	Date / /
Vendor's signature	Di	rector/Secretary
Vendor's name		Date / /
Vendor's signature	Di	rector/Secretary
Purchaser's name		Date / /
Purchaser's signature	Di	rector/Secretary

1

## 1. FINANCIAL MATTERS

- 1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)
  - (a) Are contained in the attached certificate/s.
- 1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge
  None to the knowledge of the Vendor

	То	
Other particulars (inclu	ding dates	and times of payments):

#### 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

## 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

## 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

All registered and implied easements, covenants or restrictions created by Plan of Subdivision PS539497J The rules and regulations of any relevant owners corporation created by PS539497J

11.5 month term lease commenced from 16 January 2020.

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

## 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an 'X'

2

## 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

4.3

#### 4.1 Notice, Order, Declaration, Report or Recommendation

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

None to the knowledge of the Vendor.

#### 4.2 Agricultural Chemicals

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

Nil.	
Compulsory Acquisition	
The particulars of any notices of intention to acquire that have been served under section 6 of the <i>Land Acquisition</i> and <i>Compensation Act</i> 1986 are as follows:	
Nil.	

## 5. BUILDING PERMITS

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

As per attached Certificate.

## 6. OWNERS CORPORATION

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

- Owners Corporation Certificate, Minutes of Meetings and Rules as per attached.

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

## 8. SERVICES

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

Electricity supply	Gas supply	Water supply	Sewerage	Telephone services
--------------------	------------	--------------	----------	--------------------

## 9. TITLE

Attached are copies of the following documents:

## 9.1 (a) Registered Title

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

## 10. SUBDIVISION

## 10.1 Unregistered Subdivision

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

## Not Applicable

#### 10.2 Staged Subdivision

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

Not Applicable.

#### 10.3 Further Plan of Subdivision

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

Not Applicable.

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12. DUE DILIGENCE CHECKLIST

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

Is attached.

## 13. ATTACHMENTS

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

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

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

## Register Search Statement - Volume 10931 Folio 161

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

\_\_\_\_\_\_\_\_\_\_\_

VOLUME 10931 FOLIO 161

Security no: 124083957586H Produced 25/06/2020 03:41 PM

#### LAND DESCRIPTION

-----

Lot 511 on Plan of Subdivision 539497J. PARENT TITLE Volume 10835 Folio 380 Created by instrument PS539497J 10/03/2006

## REGISTERED PROPRIETOR

-----

Estate Fee Simple Sole Proprietor

LEONARDO SANTALUCIA of 5 BRUCE WAY TAYLORS LAKES VIC 3038 AG411223P 19/03/2009

## ENCUMBRANCES, CAVEATS AND NOTICES

-----

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

## DIAGRAM LOCATION

\_\_\_\_\_

SEE PS539497J 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 511 LEVEL 5 127-133 LEICESTER STREET CARLTON VIC 3053

## OWNERS CORPORATIONS

-----

The land in this folio is affected by OWNERS CORPORATION 1 PLAN NO. PS539497J

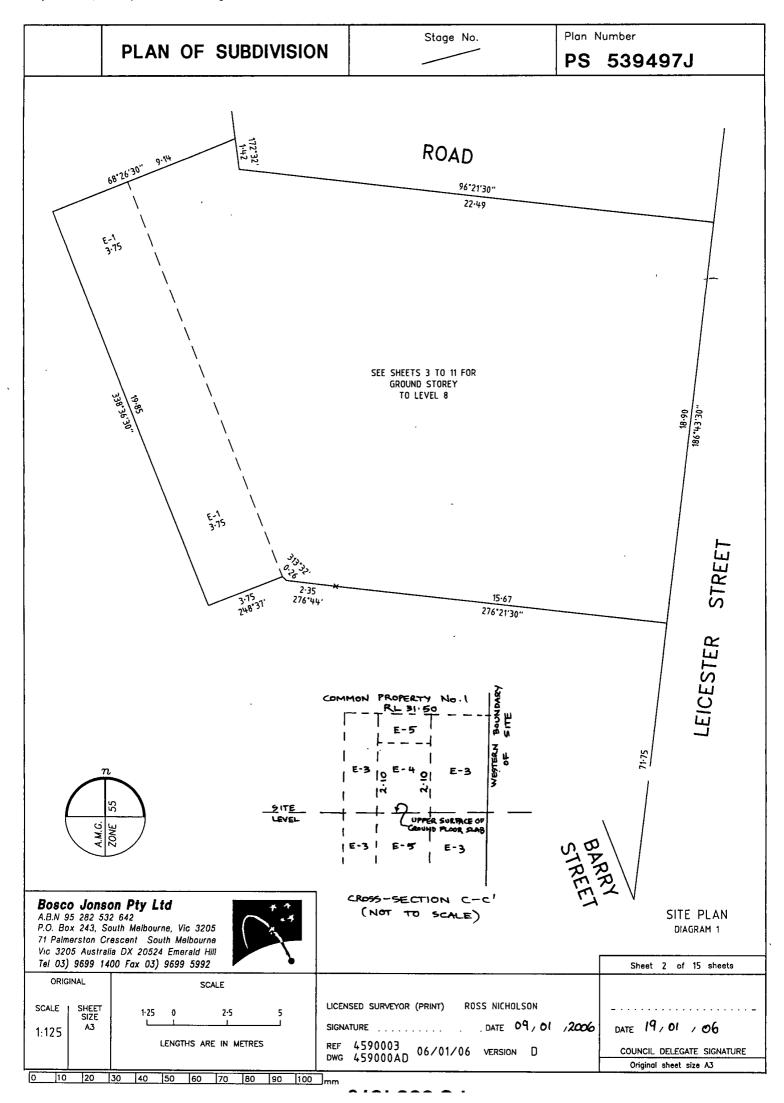
DOCUMENT END

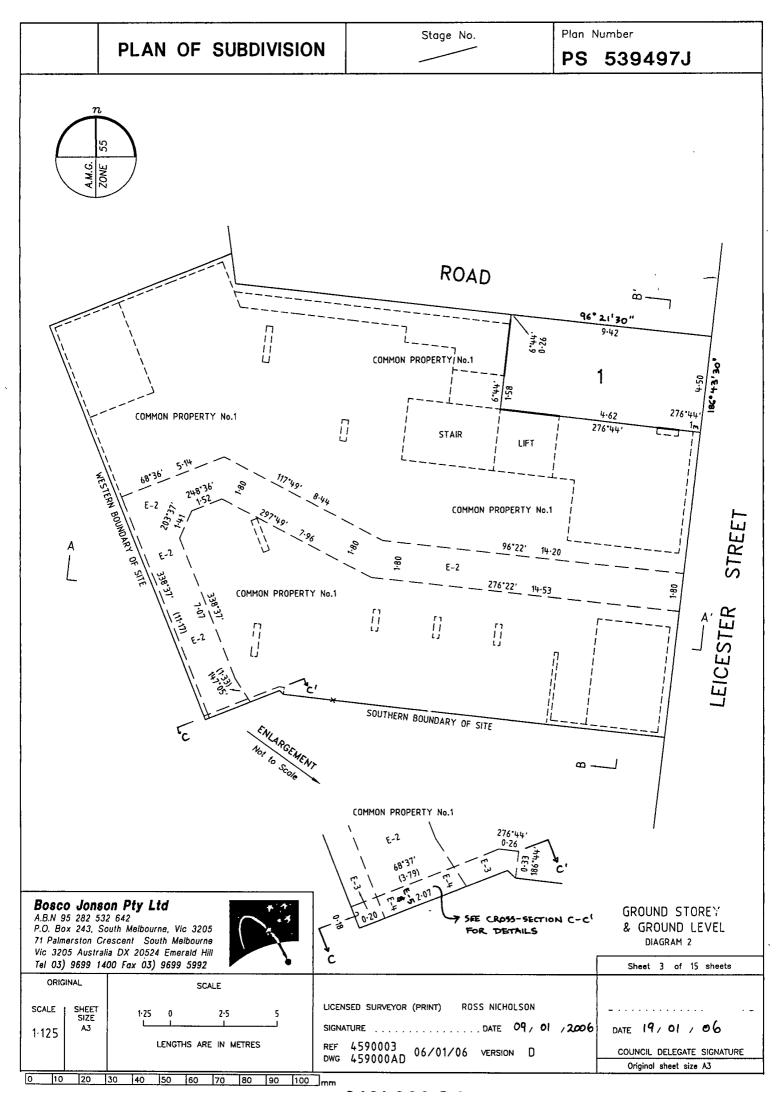
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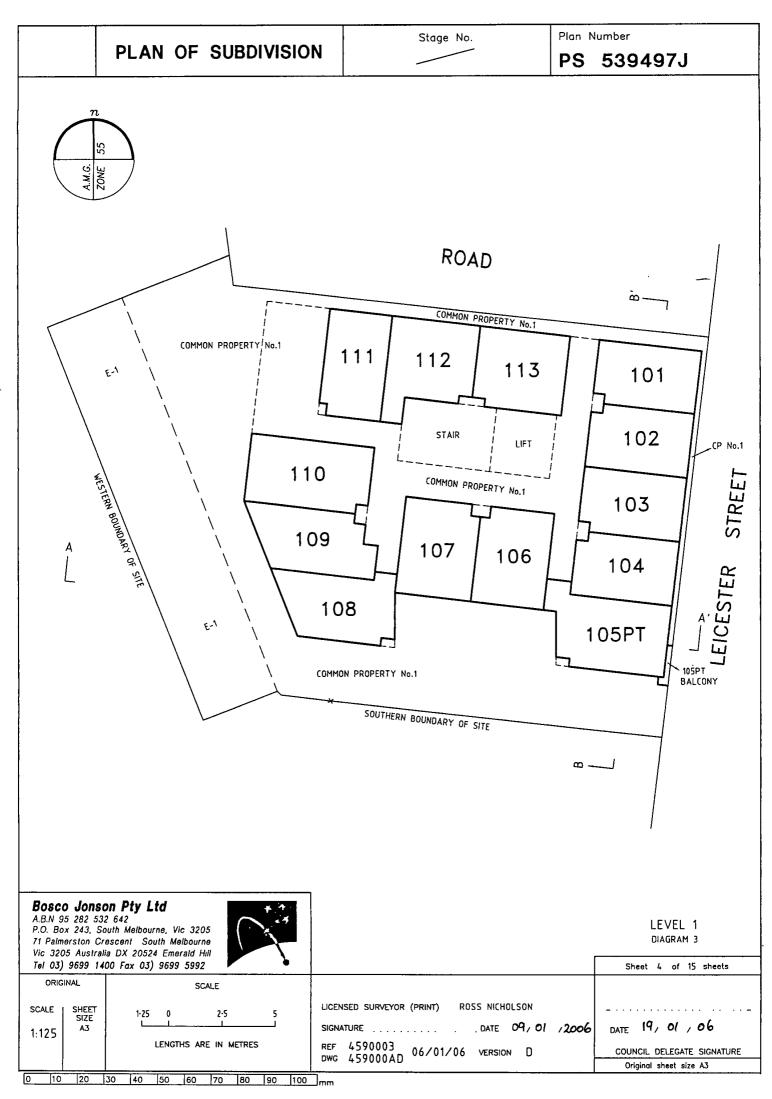
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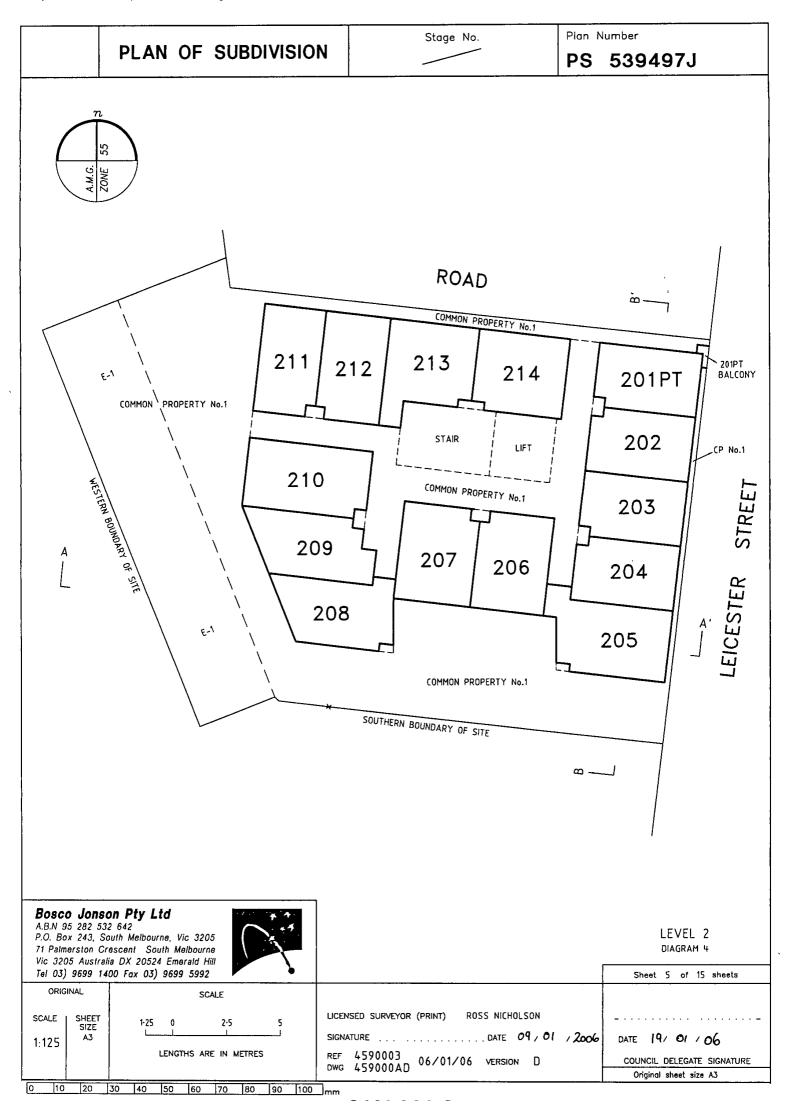
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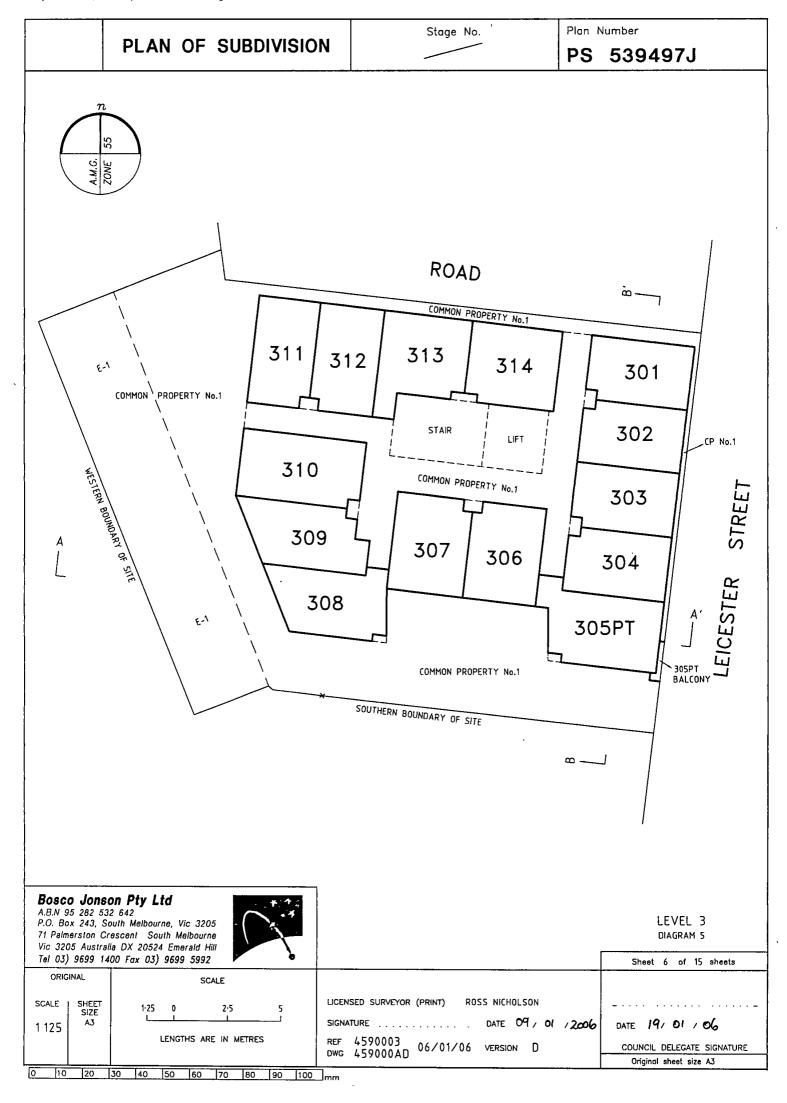
	PLAN OF SU	BDIVIS		ge No.	LR use only <b>EDITION</b>	4		Number <b>539497J</b>
Parish:	Location of La JIKA JIKA	nd		ıncil Nam This plan is	Council Certife: MELBOURNE certified under secti	CITY CO	UNCIL	Ref: TP 05   1055 (3197)
Township: Section:	 70B AT CARLTO	)N		Date of ori	certified under secti ginul certification und	er section 6	<del>}</del>	<del>-//</del>
Crown Allo	tment: 4, 6(PART)		ł	<del>This is a s</del> IN SPACE	tatement of compliant	<del>ee issued u</del> i	<del>nder se</del>	etion 21 of the Subdivision Act 1988.
Crown Port	tion:				ent for public open si	pace under	section	18 of the Subdivision Act 1988
itle Refere	ence: VOL 10835 F	FOL 380	<del>(ii)</del>	<del>has</del> /has no <del>The require</del>	t been made. <del>nent has been satisf</del> i	ied.		
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- Identine	Godfielly Bodyy	1 0/30/1				Notation	s	
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	COMMON PROPERTY No.1				ROVIDE STRUCTU			THROUGH FOUNDATIONS AND CEILINGS OF THE ERBCTED
	ection M : PM450001810 WITH STATE ISTRALIAN HEIGHT DATUM	D YAWE OF	_	BUILD	ING FOR THE	LAND B	FENER	ITEP
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			t Information					- LR use only
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	c Rights implied by Section 12( Rights implied by Section 12(2) of th							Statement of Compliance, Exemption Statement
Subject Land	Purpose	Width (metres)	Origin		Land Benefited/In	Favour Of		Received 🚺
E-1 (L	LIGHT AND AIR IMITED IN DEPTH TO 31-9m AHD)	SEE DIAG	PS 521555W		LOT 1 ON PS 5	21555W	-	Date <b>28</b> /02 /0
								LR use only
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-4, E-3, E-5 LI	STRUCTURAL SUPPORT  IMITED IN HEIGHT TO RL31-50 AHD  SEE NOTATION PANEL	SEE DIAG	SEE DIAG   THIS PLAN   LAND IN PS533811N				B Creatland Assistant Registrar of Titles	
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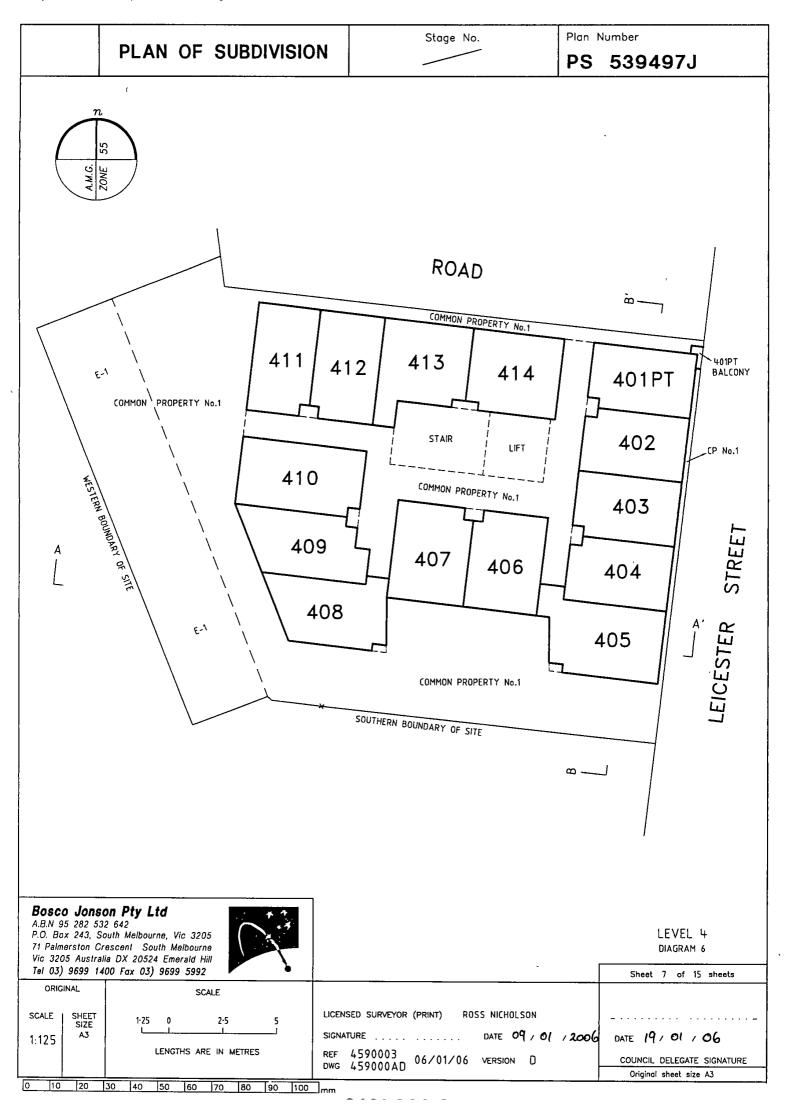


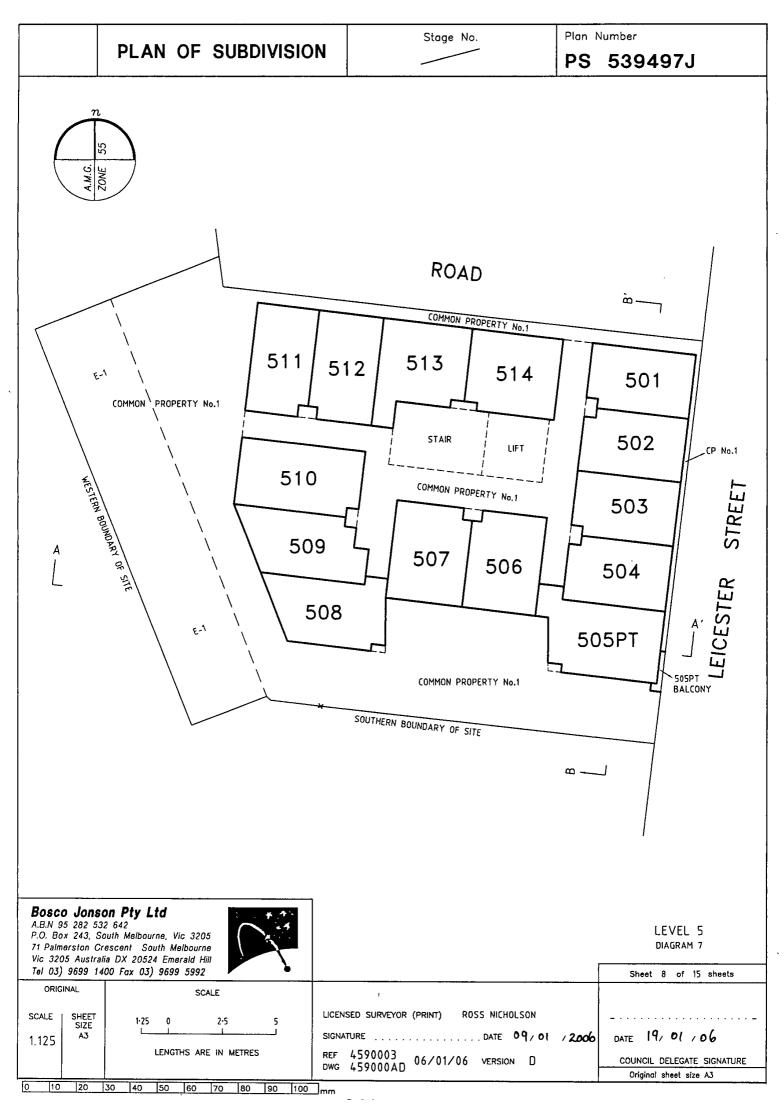


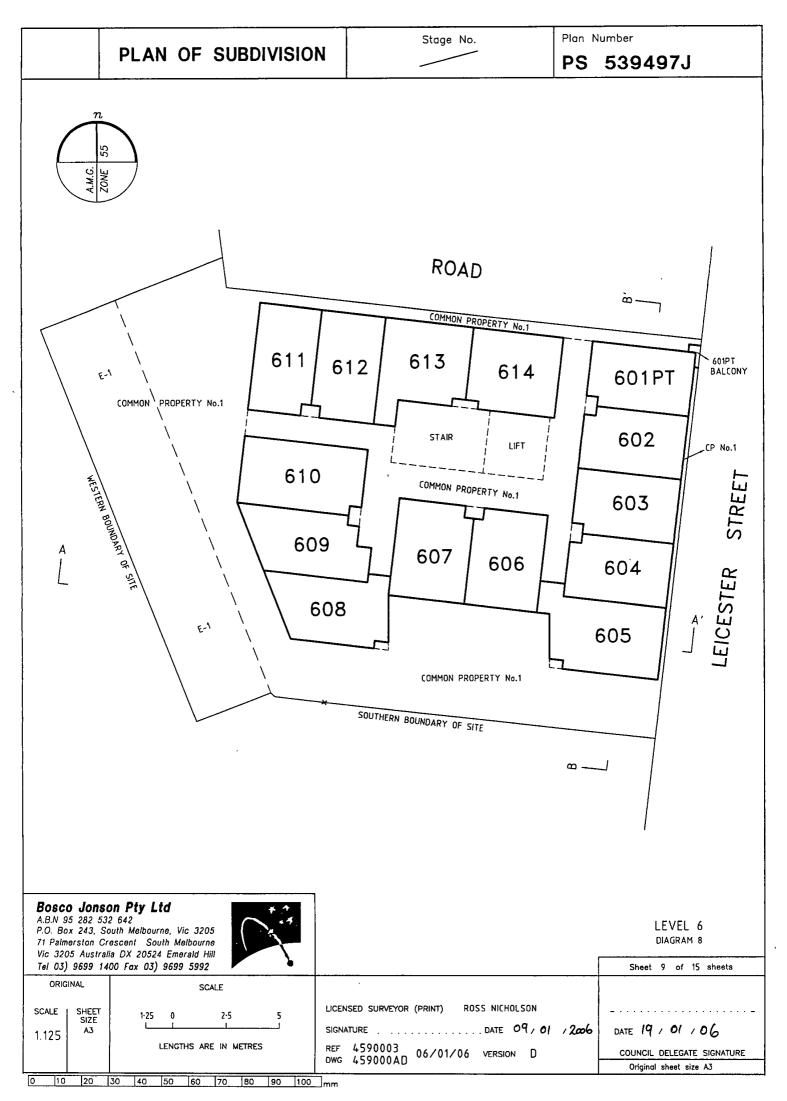


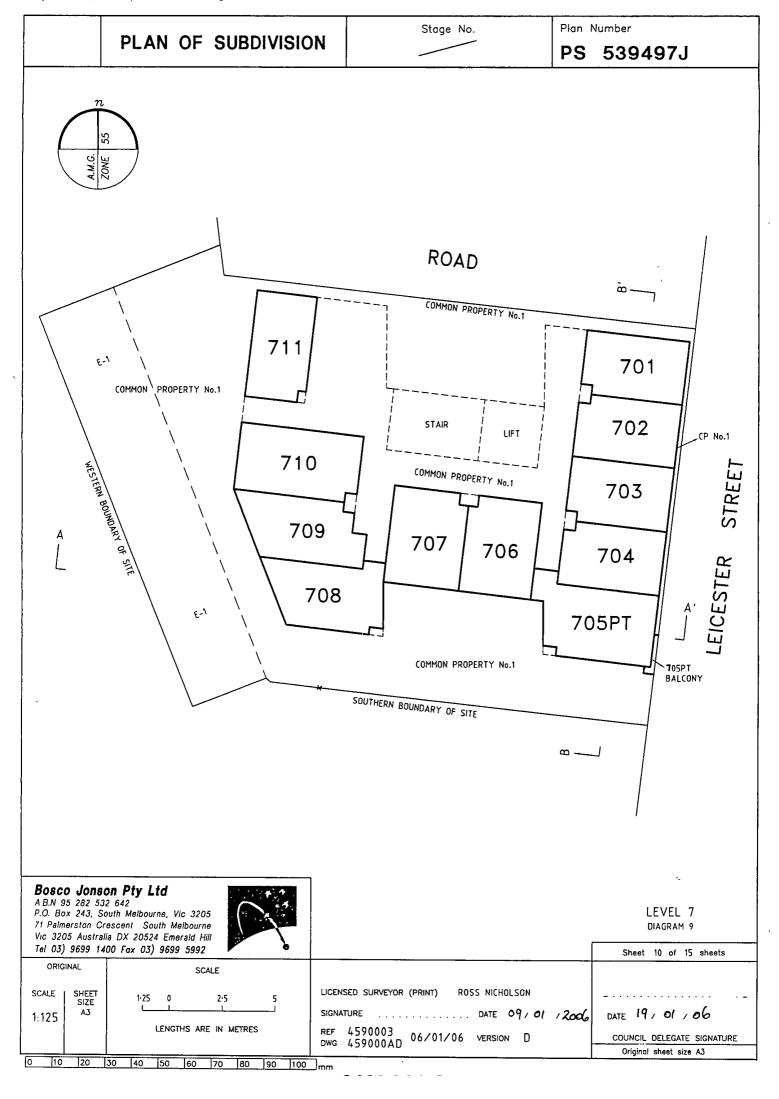


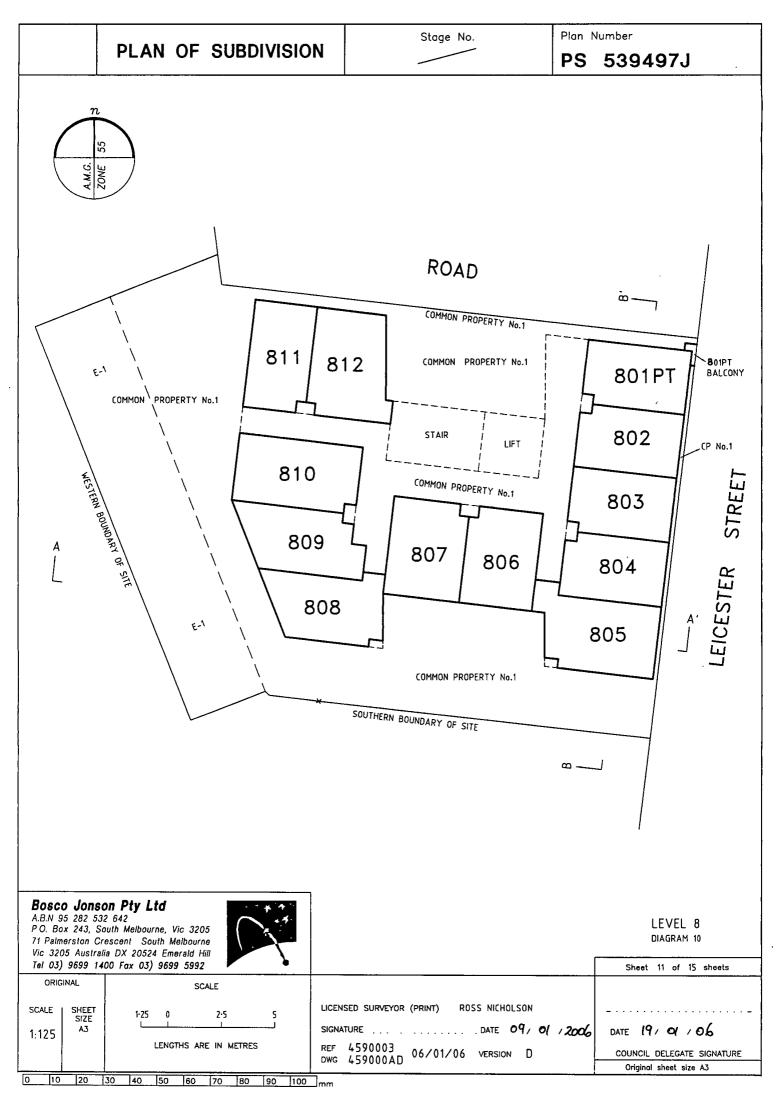


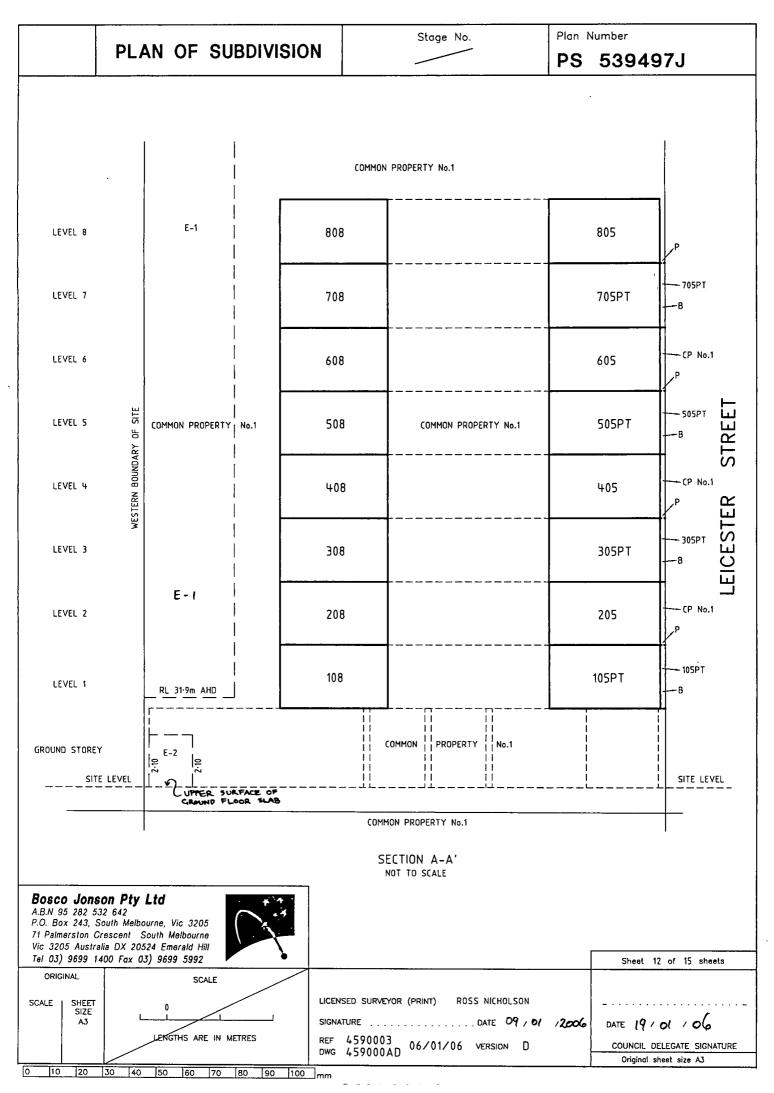












PLAN OF SUBDIVISION			· _			1	Number 539497J	
			сом	MON PROPERTY	No.1			
LEVEL 8		805	804	803	802	801	स	
LEVEL 7		705 <b>PT</b>	704	703	702	701		
LEVEL 6		605	604	603	602	601	PT	
LEVEL 5	ARY OF SITE	505 PT	504	503	502	501		
FEAET #	SOUTHERN BOUNDARY OF SITE	405	404	403	402	401	ROAD	
LEVEL 3	80	305 PT	304	303	302	301		
LEVEL 2		205	204	203	202	2011	) <del>,</del>	
LEVEL 1	ļ	105PT	104	103	102	101	P	
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				ROPERTY No.1			ĺ	
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Bosco Jonson Pty Ltc A.B.N 95 282 532 642 P.O. Box 243, South Melbourne 71 Palmerston Crescent South Vic 3205 Australia DX 20524 Tel 03) 9699 1400 Fax 03) 9	e, Vic 3205 n Melbourne Emerald Hill						Sheet 13 of 15 sheets	
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PS539497J

# Owners corporation information formerly contained on Sheets

14, 15

of this plan is now available in the Owners Corporation Search Report

**Sheets** 

15

have been removed from this plan



#### **Owners Corporation Search Report**

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Produced: 25/06/2020 03:47:51 PM

OWNERS CORPORATION 1 PLAN NO. PS539497J

The land in PS539497J is affected by 1 Owners Corporation(s)

#### Land Affected by Owners Corporation:

Common Property 1, Lots 1, 101 - 113, 201 - 214, 301 - 314, 401 - 414, 501 - 514, 601 - 614, 701 - 711, 801 - 812.

#### **Limitations on Owners Corporation:**

Unlimited

#### **Postal Address for Services of Notices:**

LEVEL 1 575 ELIZABETH STREET MELBOURNE VIC 3000

AS354402A 16/07/2019

#### **Owners Corporation Manager:**

NIL

#### Rules:

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

#### **Owners Corporation Rules:**

NIL

#### **Additional Owners Corporation Information:**

NIL

#### Notations:

NIL

#### **Entitlement and Liability:**

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	200	200
Lot 101	100	100
Lot 102	100	100
Lot 103	100	100
Lot 104	100	100
Lot 105	100	100





#### **Owners Corporation Search Report**

Produced: 25/06/2020 03:47:51 PM

OWNERS CORPORATION 1 PLAN NO. PS539497J

#### **Entitlement and Liability:**

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

Land Parcel	Entitlement	Liability
Lot 106	100	100
Lot 107	100	100
Lot 108	100	100
Lot 109	100	100
Lot 110	100	100
Lot 111	100	100
Lot 112	100	100
Lot 113	100	100
Lot 201	100	100
Lot 202	100	100
Lot 203	100	100
Lot 204	100	100
Lot 205	100	100
Lot 206	100	100
Lot 207	100	100
Lot 208	100	100
Lot 209	100	100
Lot 210	100	100
Lot 211	100	100
Lot 212	100	100
Lot 213	100	100
Lot 214	100	100
Lot 301	100	100
Lot 302	100	100
Lot 303	100	100
Lot 304	100	100
Lot 305	100	100
Lot 306	100	100
Lot 307	100	100





#### **Owners Corporation Search Report**

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OWNERS CORPORATION 1 PLAN NO. PS539497J

#### **Entitlement and Liability:**

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

Land Parcel	Entitlement	Liability
Lot 308	100	100
Lot 309	100	100
Lot 310	100	100
Lot 311	100	100
Lot 312	100	100
Lot 313	100	100
Lot 314	100	100
Lot 401	100	100
Lot 402	100	100
Lot 403	100	100
Lot 404	100	100
Lot 405	100	100
Lot 406	100	100
Lot 407	100	100
Lot 408	100	100
Lot 409	100	100
Lot 410	100	100
Lot 411	100	100
Lot 412	100	100
Lot 413	100	100
Lot 414	100	100
Lot 501	100	100
Lot 502	100	100
Lot 503	100	100
Lot 504	100	100
Lot 505	100	100
Lot 506	100	100
Lot 507	100	100
Lot 508	100	100





#### **Owners Corporation Search Report**

Produced: 25/06/2020 03:47:51 PM

OWNERS CORPORATION 1 PLAN NO. PS539497J

#### **Entitlement and Liability:**

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

Land Parcel	Entitlement	Liability
Lot 509	100	100
Lot 510	100	100
Lot 511	100	100
Lot 512	100	100
Lot 513	100	100
Lot 514	100	100
Lot 601	100	100
Lot 602	100	100
Lot 603	100	100
Lot 604	100	100
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Lot 607	100	100
Lot 608	100	100
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Lot 610	100	100
Lot 611	100	100
Lot 612	100	100
Lot 613	100	100
Lot 614	100	100
Lot 701	100	100
Lot 702	100	100
Lot 703	100	100
Lot 704	100	100
Lot 705	100	100
Lot 706	100	100
Lot 707	100	100
Lot 708	100	100
Lot 709	100	100





#### **Owners Corporation Search Report**

Produced: 25/06/2020 03:47:51 PM

OWNERS CORPORATION 1 PLAN NO. PS539497J

#### **Entitlement and Liability:**

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

Land Parcel	Entitlement	Liability
Lot 710	100	100
Lot 711	100	100
Lot 801	100	100
Lot 802	100	100
Lot 803	100	100
Lot 804	100	100
Lot 805	100	100
Lot 806	100	100
Lot 807	100	100
Lot 808	100	100
Lot 809	100	100
Lot 810	100	100
Lot 811	100	100
Lot 812	100	100
Total	10800.00	10800.00

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.



### CITY OF MELBOURNE LAND INFORMATION CERTIFICATE (SECTION 229 LOCAL GOVERNMENT ACT 1989)

CERTIFICATE NO: 165477

DATE OF ISSUE: 26-Jun-2020

YEAR ENDING: 30-Jun-2020

1) This certificate provides information regarding Valuations, Rates, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by-law of the council.

2) This certificate is not required to include information regarding Planning, Health, Land Fill, Land Slip, flooding information or service easements. Information regarding these matters may be available from the council or relevant authority. A fee may be charged for such information.

Property situated at: Unit 511, Level 5, 127-133 Leicester Street, CARLTON VIC 3053

Legal Description: Lot 511 PS539497J CT-10931/161

Valuation Date: 01-Jul-2019 Assessment No: 77462 0

Net Annual Value: 7,250 Site Value: 60,000 Capital Improved Value: 145,000

Owner recorded by Council: Mr Leonardo Anthony Santalucia

RATES AND CHARGES		<b>Balance Owing</b>	
Town Rate 1/07/2019 to 30/6/2020	\$	298.17	
Fire Services Levy 01/07/2019 to 30/06/2020	\$	118.98	
Town Rate Arrears Interest on overdue amounts	\$ \$	0.00 0.00	
Legal Costs Total Payments	\$ \$	0.00 -417.15	
Payment in full due by 15 <sup>th</sup> February 2020.  TOTAL DUE	\$ 0.00		

The total due as shown on this certificate may change prior to settlement

**Please note:** After settlement, the responsibility for payment of outstanding rates rests with the purchaser. Please advise your client accordingly.

#### **How to Pay**

By Mail	In person	Phone and Internet	<b>BPAY</b> BPAY VIEW.
To GPO Box 2158	Melbourne Town Hall Business Hours	Mastercard or Visa only	Biller code: <b>79616</b> Ref: <b>10774620</b>
Melbourne Vic 3001	Monday to Friday Cash Payments not accepted. Card payment available.	Tel: Call 1300 130453 Internet: www.melbourne.vic.gov.au/rates	Rel . 107/4620

## Sai Global Property Division Pty Ltd DX332 MELBOURNE

	OTHER INFORMATION	
Local Govern	ament (General) Regulations	
13(1)(d)(v)	Money owed for works under the Local Government Act 1958	Nil
13(1)(d)(vi)	Potential liability for rates under the Cultural and Recreational Lands Act 1963	N/A
13(1)(d)(vii)	Potential liability for land to become rateable under section 173 or 174A of the act	N/A
13(1)(d)(viii)	any money owed in relation to land under section 94(5) of the Electricity Industry act 2000	N/A
13(1)(d)(ix)	Any outstanding amount required to be paid for recreational purposes or any transfer of land to the council for recreational purposes under Section 18 of the Subdivision Act 1988 or LGA 1958.	Nil
13(1)(d)(x)	Money owed under Section 227 of the Local Government Act 1989	Nil
13(1)(d)(xi)	any environmental upgrade charge in relation to the land which is owed under section 270 of the City of Melbourne Act 2001	N/A
13(1)(e)	any notice or order on the land has continuing application under the Act, the Local Government Act 1958 or under a local law of the Council and, if so, the details of the notice or order	N/A

**Authorised Officer** 

Updates on this certificate will only be provided for a period of 90 days

Applicants Reference 62884067:96571214:140655

For inquiries regarding this certificate: To lodge Notice of Acquisition/Disposition

Phone: 9658 9759 Mail: GPO Box 2158, Melbourne, VIC 3001 Email: rates@melbourne.vic.gov.au Email: propertydata@melbourne.vic.gov.au



ABN 70 066 902 467

## **Information Statement & Certificate**

SECTION 158 WATER ACT 1989

ENQUIRIES 131691

REFERENCE NO.

1251 3940 2143

DATE OF ISSUE - 25/06/2020

APPLICATION NO. 883839

SAI GLOBAL PROPERTY DIVISION PTY LTD

YOUR REF. 62884067:96571217

SOURCE NO. 99905059310

PROPERTY: UNIT 511/127-133 LEICESTER STREET CARLTON VIC 3053

#### Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of Zero dollars is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2019 - 30/06/2020	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	102.08	Quarterly	30/06/2020	102.08	0.00
PARKS SERVICE CHARGES	79.02	Annually	30/06/2020	79.02	0.00
WATER NETWORK CHARGE RESIDENTIAL	231.44	Quarterly	30/06/2020	231.44	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	254.32	Quarterly	30/06/2020	254.32	0.00
TOTAL	666.86			666.86	0.00
	Service charges or	wing to 30/06/2019			0.00
	Service charges or	wing for this financial	year		0.00
	Adjustments				0.00
Current amount outstanding  Plus remainder service charges to be billed					0.00
					0.00
	BALANCI	E including unbilled	service charges	<u> </u>	0.00

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code: 8789

Reference: 1251 3940 2143



ABN 70 066 902 467

## **Information Statement & Certificate**

SECTION 158 WATER ACT 1989

ENQUIRIES 131691

REFERENCE NO.

1251 3940 2143

DATE OF ISSUE - 25/06/2020

APPLICATION NO.	
883839	

This property does not have a separate water meter but is supplied by a common water meter and any volume related charges are billed to the Owners Corporation.

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

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

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



### **Information Statement & Certificate**

SECTION 158 WATER ACT 1989

ENQUIRIES 131691

ABN 70 066 902 467

REFERENCE NO. 1251 3940 2143

DATE OF ISSUE - 25/06/2020

APPLICATION NO. 883839

#### Information given pursuant to section 158 of the Water Act 1989

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

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

**AUTHORISED OFFICER:** 

NATHAN BENNETT GENERAL MANAGER CUSTOMER EXPERIENCE

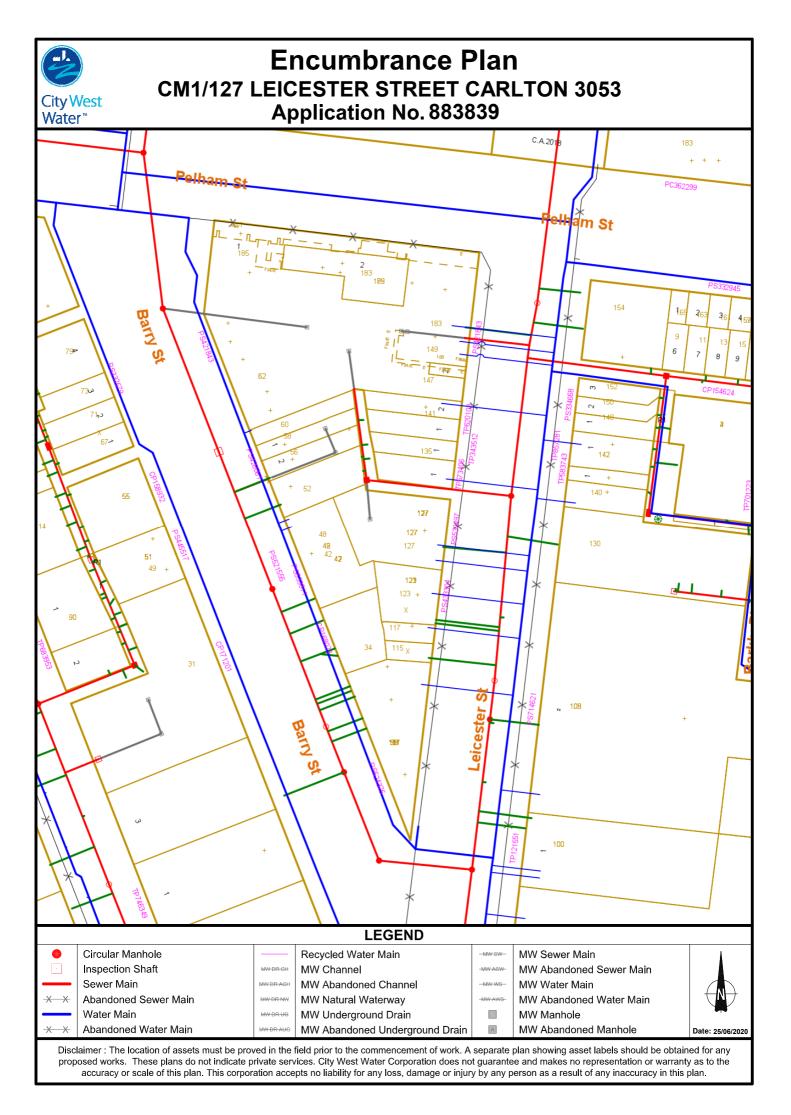
CITY WEST WATER CORPORATION

Vorthan Remy

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



## **Property Information**

Building Act 1993, Building Regulations 2018, Regulation 51.



26 June 2020

GPO Box 1603

Melbourne VIC 3001

Phone (03) 9658 9658

www.melbourne.vic.gov.au

Sai Global Property Division Pty Ltd PO Box 1884R MELBOURNE VIC 3001

DX210487

ABN 55 370 219 287

#### Unit 511, Level 5, 127-133 Leicester Street, CARLTON VIC 3053

Thank you for your building property application received 25 Jun 2020. Please find below the relevant information relating to your property enquiry.

#### **Building Permits issued within the last 10 years**

There are no Building Permits issued within the last 10 years.

#### **Outstanding Building Notices or Orders**

There are no outstanding Building Notices or Orders on this property.

Should the property be the subject of a current subdivision application, Council's requirements for approval of such may not have been met if the plan has not been registered at Land Victoria.

Please contact us if you have any queries or require any further information.

**Building Team** – Planning and Building Branch

Telephone (03) 9658 9658

Email building@melbourne.vic.gov.au Web www.melbourne.vic.gov.au

Your Ref 62884067:96571218

Our Ref 140656

#### Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 51 of the *Building Regulations* 2018.

#### 2. Swimming pool and spa safety barriers

Properties with swimming pools and/or spas must have suitable barriers to prevent young children from drowning.

#### 3. Self contained smoke alarms

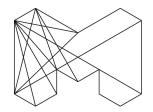
Certain residential buildings must have smoke alarms to protect the occupants in the event of a fire.

For further information please contact Council's Building Control team on 9658 9658.

Please note that Council will be able to expedite any future requests if a legible copy of the relevant Certificate of Title is included. The subject property should be clearly identified on the Certificate.

## **Property Information**

Building Act 1993, Building Regulations 2018, Regulation 51.



CITY OF MELBOURNE

26 June 2020

Sai Global Property Division Pty Ltd PO Box 1884R MELBOURNE VIC 3001 GPO Box 1603

Melbourne VIC 3001

Hotline (03) 9658 9658

Facsimile (03) 9654 4854

DX210487

ABN 55 370 219 287

Dear Sir/Madam

#### Unit 511, Level 5, 127-133 Leicester Street, CARLTON VIC 3053

Thank you for your building property application received 25 Jun 2020, I wish to advise that the above mentioned property is in an area which:

- Regulation 155, there are currently no designated bushfire prone areas within the City of Melbourne
- Is not an area determined under Regulation 152 to be likely to be subject to significant snow falls
- Is not designated under Regulation 150 as an area in which buildings are likely to be subject to infestation by termites
- According to the information available in this office, the above property is not in an area liable to flooding, as determined under Regulation 153
- According to the information available in this office, the above property is not designated land or designated works, as determined under Regulation 154 of the Building Regulations 2018

Please note, Melbourne Water have notified this office that there have been a number of changes to the flood levels around the City of Melbourne, which has instigated the preparation of new flood level plans and minimum floor levels.

Please contact Melbourne Water, Land Development Planning, PO Box 4342, Melbourne VIC 3001 or 131 722 for flood levels and minimum floor levels or contact us directly if you have any queries or require further information regarding this.

**Building Team** – Planning and Building Branch

Telephone (03) 9658 9658

Email building@melbourne.vic.gov.au Web www.melbourne.vic.gov.au

Your Ref 62884067:96571219

Our Ref 140657

#### Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 51 of the *Building Regulations* 2018.

#### 2. Swimming pool and spa safety barriers

Properties with swimming pools and/or spas must have suitable barriers to prevent young children from drowning.

For further information please contact Council's Building Control team on (03) 9658 9658.

#### 3. Self contained smoke alarms

Certain residential buildings must have smoke alarms to protect the occupants in the event of a fire.

For further information please contact Council's Building Control team on (03) 9658 9658

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Please note that Council will be able to expedite any future requests if a legible copy of the relevant Certificate of Title is included. The subject property should be clearly identified on the Certificate.



## Premium Planning Certificate

#### (命) PROPERTY DETAILS

Property Address: UNIT 511, 127-133 Leicester Street CARLTON VIC 3053

Title Particulars: Vol 10931 Fol 161

Vendor: I FONARDO SANTALUCIA

Purchaser: N/A

Certificate No: 62884067 Date: 26/06/2020

Matter Ref: Santalucia (511).

**Client:** Spencer Law Partners

#### MUNICIPALITY

**MELBOURNE** 



#### (📓) PLANNING SCHEME

MELBOURNE PLANNING SCHEME



#### RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

REFER TO RESPONSIBLE AUTHORITY INFORMATION PAGE



#### (⋄) ZONE

**CAPITAL CITY ZONE - SCHEDULE 5** 



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

**NOT APPLICABLE** 



#### (S) OVERLAY

DESIGN AND DEVELOPMENT OVERLAY: DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 61 (AREA 4.1)

**DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: NOT APPLICABLE** 

**DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE** 

**ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE** 

**ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE** 

HERITAGE OVERLAY: PART HERITAGE OVERLAY (HO63)

**PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE** 

SIGNIFICANT LANDSCAPE OVERLAY: NOT APPLICABLE

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

**VEGETATION PROTECTION OVERLAY: NOT APPLICABLE** 

**OTHER OVERLAYS: PARKING OVERLAY - PRECINCT 1** 



#### SPECIFIC SITE PROVISIONS

**NOT APPLICABLE** 



Certificate No: 62884067 Client: Spencer Law Partners

Matter Ref: Santalucia (511). 113120

Date: 26/06/2020



#### **SPECIFIC AREA PROVISIONS**

HERITAGE PLACES OUTSIDE THE CAPITAL CITY ZONE - PLANNING SCHEME CLAUSE 22.05;

SEXUALLY EXPLICIT ADULT ESTABLISHMENTS - PLANNING SCHEME CLAUSE 22.11:

AMUSEMENT PARLOURS - PLANNING SCHEME CLAUSE 22.10:

GAMING PREMISES - PLANNING SCHEME CLAUSE 22.12;

ENERGY, WATER AND WASTE EFFICIENCY - PLANNING SCHEME CLAUSE 22.19;

POLICY FOR LICENSED PREMISES THAT REQUIRE A PLANNING PERMIT - PLANNING SCHEME CLAUSE 22.22:

STORMWATER MANAGEMENT (WATER SENSITIVE URBAN DESIGN) - PLANNING SCHEME CLAUSE 22.23;

STUDENT HOUSING POLICY - PLANNING SCHEME CLAUSE 22.24:

PUBLIC OPEN SPACE CONTRIBUTION AND SUBDIVISION - SCHEDULE TO PLANNING SCHEME CLAUSE 53.01;

ADVERTISING SIGNS - PLANNING SCHEME CLAUSE 22.07:

PUBLIC OPEN SPACE CONTRIBUTIONS - PLANNING SCHEME CLAUSE 22.26;

COMBUSTIBLE CLADDING RECTIFICATION EXEMPTIONS - PLANNING SCHEME CLAUSE 52.01:

LICENSED PREMISES - SCHEDULE TO PLANNING SCHEME CLAUSE 52.27;



#### PROPOSED PLANNING SCHEME AMENDMENTS

MELBOURNE C307 PROPOSES TO UPDATE THE EXISTING LOCAL PLANNING POLICY FOR GAMING (CLAUSE 22.12) TO GUIDE DECISION-MAKING IN RELATION TO THE INSTALLATION AND USE OF ELECTRONIC GAMING MACHINES ACROSS ALL AREAS OF THE MUNICIPALITY:

MELBOURNE C278 PROPOSES TO INTRODUCE NEW PLANNING SCHEME CONTROLS INTO THE MELBOURNE PLANNING SCHEME TO PROTECT WINTER SUNLIGHT ACCESS TO PUBLIC PARKS BY AMENDING CLAUSE 21.17 (REFERENCE DOCUMENTS) AND CLAUSE 22.02 (SUNLIGHT TO PUBLIC SPACES POLICY);

MELBOURNE C278 PROPOSES TO INCLUDE THE SUBJECT PROPERTY IN DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 AND TO INSERT A NEW SCHEDULE 8 TO CLAUSE 43.02:

MELBOURNE C258 PROPOSES TO IMPLEMENT THE RECOMMENDATIONS OF THE 'HERITAGE POLICIES REVIEW 2016' AND THE 'WEST MELBOURNE HERITAGE REVIEW 2016', TO REVISE THE TWO LOCAL HERITAGE POLICIES AND TO REPLACE THE EXISTING INCORPORATED DOCUMENT WITH THE 'HERITAGE PLACES INVENTORY 2017';



#### **ADDITIONAL INFORMATION**

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



Certificate No: 62884067 Client: Spencer Law Partners Matter Ref: Santalucia (511). 113120

Date: 26/06/2020

## MELBOURNE PLANNING SCHEME RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

The Council of the City of Melbourne is the responsible authority for administering and enforcing the scheme for applications for subdivision or consolidation of land including buildings or airspace and other applications made under the Subdivision Act 1988 within the municipal district of the City of Melbourne, except matters specified in the schedule to Clause 72.01 and the following:

Developments with a gross floor area exceeding 25,000 square metres except on land shown as CCZ4 on the planning scheme maps; and

Development and use of land for or on behalf of a Minister of the Crown.

The Minister for Planning is the responsible authority for matters under Divisions 1, 1A, 2 and 3 of Part 4 of the Act, and matters required by a permit or the scheme to be endorsed, approved or done to the satisfaction of the responsible authority, in relation to the use and development of land for a:

Renewable energy facility with an installed capacity of 1 megawatt or greater.

Utility installation used to store, transmit or distribute electricity generated by a renewable energy facility with an installed capacity of 1 megawatt or greater.

Primary school or secondary school to which Clause 53.19 applies.

with the exception of the following:

in relation to permits for the use and development of land for a wind energy facility issued prior to 2 April 2015 under Division 1 of Part 4 of the Act, the Council is the responsible authority for matters under Divisions 1, 1A, 2 and 3 of Part 4 of the Act, and for matters required by the permit or the scheme to be endorsed, approved or done to the satisfaction of the responsible authority.

in relation to permits for the use and development of land for a wind energy facility issued prior to 2 April 2015 under Division 6 of Part 4 of the Act, the Council is the responsible authority for matters required by the permit or the scheme to be endorsed, approved or done to the satisfaction of the responsible authority, subject to the operation of section 97H of the Act.

in relation to applications lodged, or permits issued, for the use and development of land for a renewable energy facility (other than a wind energy facility) under Division 1 of Part 4 of the Act prior to the approval date of Amendment VC161, the Council is the responsible authority for matters under Divisions 1, 1A, 2 and 3 of Part 4 of the Act, and for matters required by the permit or the scheme to be endorsed, approved or done to the satisfaction of the responsible authority.

in relation to applications lodged, or permits issued, for the use and development of land for a utility installation used to store, transmit or distribute electricity generated by a renewable energy facility, under Division 1 of Part 4 of the Act prior to the approval date of Amendment VC161, the Council is the responsible authority for matters under Divisions 1, 1A, 2 and 3 of Part 4 of the Act, and for matters required by the permit or the scheme to be endorsed, approved or done to the satisfaction of the responsible authority.

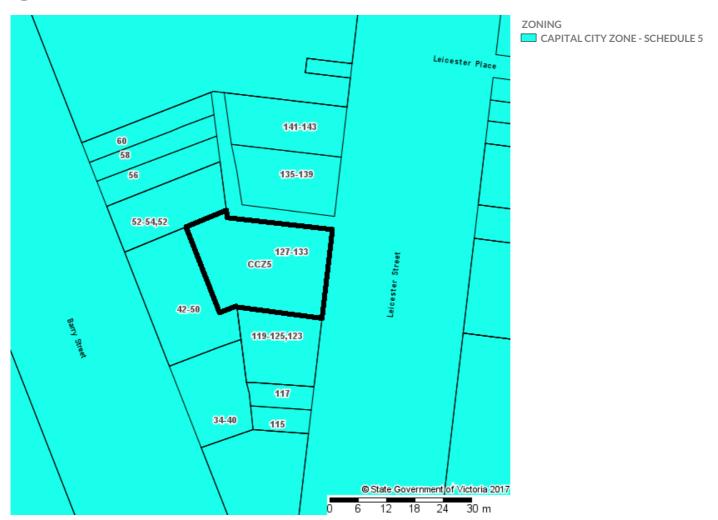


Certificate No: 62884067 Client: Spencer Law Partners

Matter Ref: Santalucia (511). 113120

Date: 26/06/2020

#### (III) PLANNING ZONE MAP



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

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Disclaimer: The information source for each entry on this certificate has been checked and if not shown on this report, is not applicable. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land.



## Roads Certificate

#### (命) PROPERTY DETAILS

Property Address: UNIT 511, 127-133 Leicester Street CARLTON VIC 3053

Title Particulars: Vol 10931 Fol 161

Vendor: LEONARDO SANTALUCIA

Purchaser: N/A

Certificate No: 62884067 Date: 26/06/2020

Matter Ref: Santalucia (511). 113120

**Client:** Spencer Law Partners



#### MUNICIPALITY

**MELBOURNE** 



#### **ADVICE OF APPROVED VICROADS PROPOSALS**

VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

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Disclaimer: Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.



From www.planning.vic.gov.au at 25 June 2020 04:50 PM

#### **PROPERTY DETAILS**

Address: 511/127-133 LEICESTER STREET CARLTON 3053

Lot and Plan Number: Lot 511 PS539497
Standard Parcel Identifier (SPI): 511\PS539497

Local Government Area (Council): MELBOURNE www.melbourne.vic.gov.au

Council Property Number: **602351** 

Planning Scheme: Melbourne Planning Scheme - Melbourne

Directory Reference: Melway 2B C9

**UTILITIES** 

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: City West Water

Melbourne Water: Inside drainage boundary

Power Distributor: CITIPOWER

View location in VicPlan

#### **STATE ELECTORATES**

Legislative Council: NORTHERN METROPOLITAN

Legislative Assembly: **MELBOURNE** 

#### **Planning Zones**

CAPITAL CITY ZONE (CCZ)

CAPITAL CITY ZONE - SCHEDULE 5 (CCZ5)



CCZ - Capital City

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

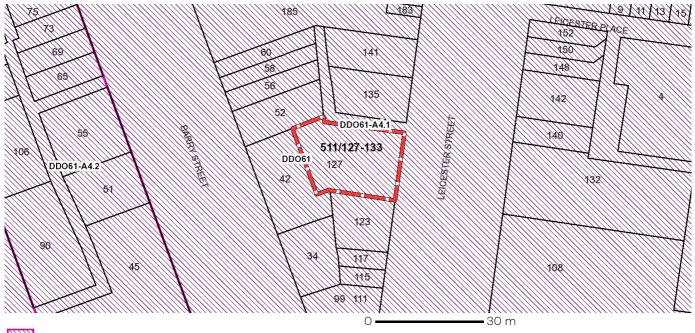


#### **Planning Overlays**

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 61 (DDO61)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 61 (AREA 4.1) (DDO61-A4.1)



DDO - Design and Development

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

#### HERITAGE OVERLAY (HO)

HERITAGE OVERLAY - SCHEDULE (HO63)



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



#### **Planning Overlays**

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



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

INCORPORATED PLAN OVERLAY (IPO)

ROAD CLOSURE OVERLAY (RXO)



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



#### **Further Planning Information**

Planning scheme data last updated on 17 June 2020.

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 <a href="https://www.planning.vic.gov.au">https://www.planning.vic.gov.au</a>

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 - <a href="https://www.landata.vic.gov.au">https://www.landata.vic.gov.au</a>

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 <a href="https://mapshare.maps.vic.gov.au/vicplan">https://mapshare.maps.vic.gov.au/vicplan</a>

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



#### **Designated Bushfire Prone Areas**

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <a href="https://mapshare.maps.vic.gov.au/vicplan">https://mapshare.maps.vic.gov.au/vicplan</a> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <a href="https://www.vba.vic.gov.au">https://www.vba.vic.gov.au</a>

 $Copies \ of the \ Building \ Act \ and \ Building \ Regulations \ are \ available \ from \ \underline{http://www.legislation.vic.gov.au}$ 

For Planning Scheme Provisions in bushfire areas visit <a href="https://www.planning.vic.gov.au">https://www.planning.vic.gov.au</a>

# **EPA Priority Sites Register Extract**



Client: Spencer Law Partners Client Ref: Santalucia (511). 113120
Level 1 280 Spencer Street Certificate No: 62884067:96571220

Melbourne 8001

#### **Property Inquiry Details:**

Street Address: UNIT 511, 127-133 LEICESTER Street

Suburb: CARLTON

Map Reference: Melways Edition 39, Map No:43, Grid Letter: G, Grid Number: 5

Date of Search: 25/06/2020

#### **Priority Sites Register Report:**

A search of the Priority Sites Register for the above map reference, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the date last notified by the EPA.

#### Important Information about the Priority Sites Register:

You should be aware that the Priority Sites Register lists only those sites for which:

- EPA has requirements for active management of land and groundwater contamination; or
- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites

The Priority Sites Register does not list all sites that are known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA information bulletin: Priority Sites Register (EPA Publication 735, December 2000). For a copy of this publication, copies of relevant Notices, of for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

**EPA Information Centre** 

200 Victoria Street, Carlton 3053

Tel: 1300 372 842 Email:foi@epa.vic.gov.au

The information contained in this Extract of the Priority Sites Register may not be used for resale or for the preparation of mailing lists or for direct marketing. Any contravention of this notice will result in immediate revocation of access (including future access) to information contained on the Priority Sites Register.

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### **Land Tax Clearance Certificate**

## Land Tax Act 2005



SPENCER LAW PARTNERS VIA SAI GLOBAL PROPERTY LEVEL 20, 535 BOURKE STREET MELBOURNE VIC 3000 **Your Reference:** 62884067:96571215

Certificate No: 39292199

Issue Date: 26 JUN 2020

Enquiries: ESYSPROD

Land Address: UNIT 511, 127 -133 LEICESTER STREET CARLTON VIC 3053

 Land Id
 Lot
 Plan
 Volume
 Folio
 Tax Payable

 33830232
 511
 539497
 10931
 161
 \$0.00

Vendor: LEONARDO SANTALUCIA

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Year Taxable Value Proportional Tax Penalty/Interest Total

MR LEONARDO ANTHONY SANTALUCI 2020 \$60,000 \$445.74 \$0.00 \$0.00

Comments: Land Tax of \$445.74 has been assessed for 2020, an amount of \$445.74 has been paid.

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

Comments:

Arrears of Land Tax Year Proportional Tax Penalty/Interest Total

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

reverse. The applicant should read these notes carefully.

**Paul Broderick** 

Commissioner of State Revenue

SITE VALUE: \$145,000

AMOUNT PAYABLE: \$0.00



## Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 39292199

- 1. Under Section 96 of the Land Tax Act 2005 (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the yendor
- 3. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- 4. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax
- 6. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
- 7. If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
  - a. vendor, or
  - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
- 8. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.

- 9. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- 10. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- 11. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- 12. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
- 13. You can request a free update of a Land Tax Clearance Certificate via our website if:
  - there is no change to the parties involved in the transaction, and
  - the request is within 90 days of the original certificate being issued.

#### For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP Land Tax = \$0.00

Taxable Value = \$60,000

Calculated as 0 plus ( 60,000 - 0) multiplied by 0.000 cents.

#### **Land Tax Clearance Certificate - Payment Options**

## BPAY



Biller Code: 5249 Ref: 39292199

#### 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: 39292199

#### Visa or Mastercard.

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

sro.vic.gov.au/paylandtax

#### **OWNERS CORPORATION CERTIFICATE**

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2018

Vendor: Mr Santalucia

This certificate is issued for Lot 511 on Plan Number 539497J the postal address of which is:

Sophia House 127 Leicester Street CARLTON 3053 VIC

The current fees for Lot 511 are:

Administration Fund - \$916.66 (inc GST) twice per year Maintenance Plan - \$127.31 (inc GST) twice per year

The current fees have been levied up until the:

31/12/2020

Unpaid fees including interest, special levy & maintenance plan if applicable now total\*:

\$0.00

\*Refer to the attached Payment Instructions for where to pay any unpaid fees at settlement.

The following special fees or levies have been struck and are due and payable on the date levy struck (due) indicated:

Date Levy	Levy	Amount Levied	Amount
Struck		\$	Outstanding \$
nil	nil	nil	nil

The Owners Corporation has performed or is about to perform the following repairs, maintenance or other work which may incur additional charges to those set out above:

Penalty interest applies at this property.

Refer to the attached copy of the minutes from the last Annual General Meeting for any such details.

NB: A purchaser is advised to take note of the state of repairs & maintenance of the property & common property they are proposing to buy.

The Owners Corporation presently has the following insurance cover:

	Name of Company	Chu Underwriting Agencies Pty Ltd		
	Policy Type	Strata		
	Policy Number	HU0019694		
	Notes			
	Refer to Policy	Refer to attached Policy for details		
St	Statement of financial position (refer to the attached Financial Statements):			
	refer to the attached Financial Statements			
Th	The Owners Corporation has the following liabilities and contingent liabilities in addition to the liabilities specified above:			
	NIL			
	ne Owners Corporation is ommon property:	party to the following contracts, leases, licences or special privileges or agreements affecting the		
	Owners Corporation Ma	anagement - StrataCo		
	ne Owners Corporation ha llows:	as not made any agreement to provide services to members, occupiers or the public except as		
	NIL			
De	etails of Notices and/or O	rders served on the Owners Corporation in the last 12 months as follows:		
	As at this date there are	no notices or orders.		
	ne Owners Corporation is cept:	not party to any proceedings or aware of any circumstances which may give rise to proceedings		
	In the event that it may	need to recover outstanding levies which may from time to time occur.		
No	o proposal has been made	e for the appointment of an administrator except as follows:		
	NIL			
Na Ad Po	-			

The common seal of Owners Corporation Plan of Subdivision (VIC) 539497J 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 Corporations Act 2006





**Signature of Registered Manager** 

Dated: 7th, July 2020

Full name: Denise Ip On Behalf of Owners Corporation Plan of Subdivision (VIC) 539497J

c/- StrataCo

Address: Level 1 575 Elizabeth Street MELBOURNE VIC 3000

Ph: 03 9373 6888

Email: info@strataco.com.au
Web: www.strataco.com.au

Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register.

#### Attachments:

- 1. Statement of Advice
- 2. Rules In compliance with the Act, both Model Rules and Additional Rules (if applicable) are attached. Please note Owners Corporation Act 2006 Part 8 Section 139 (3)
- 3. Last AGM Minutes
- 4. Insurance Certificate of Currency
- 5. Financial Statements

#### IMPORTANT: The certificate is issued on the following basis:

- The information is subject to change without notice and the information contained in this Certificate is correct to the best of the manager's knowledge at the date it is given.
- From the date of this certificate you (the owner or owner's representative) have **60 days** in which to obtain an update and **an update can only be requested in writing** (updated information is not provided over the phone).

A new certificate should be applied for at the end of the 30 days if required (charges apply) and also it is recommended that a new certificate be applied for prior to settlement (charges apply).

### Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2018

#### 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.

### Owners Details and Change of Address Form

Section 134 Owners Corporation Act 2006

Owners Corporation No 539497J
Sophia House 127 Leicester Street CARLTON 3053 VIC
Lot Number: 511

<u>Owner Details</u>				
Full Name of owner(s):				
Address of owners(s):				
Email Address:				
Telephone Details:				
AH: BH	:		Mob:	
Agent Details (if applicable):				
Agent Name:				
Agent Address:				
Agent Email Address:				
Agent Telephone Details:				
АН: ВН	:		Mob:	
Address for Accounts, Notices, e	ı <u>tc:</u>			
At StrataCo we are environment	ally friendly, and	d you car	n help us save	e the environment by
choosing to receive your invoice				
(please note, we can only send	invoices by pos	t OR e-m	ail, not both v	vays)
Accounts to:	Owner	or	Agent	(Please circle one)
Notices/Correspondence to:	Owner	or	Agent	(Please circle one)
Date:/	//_Signature of Owner/s:			

Please return completed form to StrataCo

Mail: Level 1 575 Elizabeth Street MELBOURNE VIC 3000

Email: <a href="mailto:info@strataco.com.au">info@strataco.com.au</a>

Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement.

Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.



W www.strataco.com.au



## **Australian Addresses**

As of 24th August 2011, **overseas owners are now required to provide an Australian address** for service of notices. I refer you to Section 135 of the Owners Corporation Act, which states:

- "(1) A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 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.
- (2) If an address in Australia has not been nominated under subsection (1), service may be effected-
- (a) By posting the notice to the last known address of the lot owner in Australia; or
- (b) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner VCAT considers appropriate"

It is our suggestion that you arrange for notices to be received either by your Managing Agent or by a relative in Australia. You should then immediately advise us **in writing** of the updated address for service of notices.

Please email these details to info@strataco.com.au.

Please note, you may choose to receive all correspondence & levies notices via email.

Should we not receive notification from you within 28 days, which is your legal requirement, you will be at risk of having your address amended as per the above, which could lead to penalty interest and debts being incurred and legal action being commenced against you.



P +613 9373 6888

E info@strataco.com.au

W www.strataco.com.au



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Level 21, 150 Lonsdale Street Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Phone: 03 8695 4000 Email: info\_vic@chu.com.au

WHITBREAD ASSOCIATES PTY LTD LEVEL 5/90 COLLINS STREET MELBOURNE VIC 3000

## Certificate of Currency CHU Residential Strata Insurance Plan

Policy No HU0019694

Policy Wording CHU RESIDENTIAL STRATA INSURANCE PLAN

**Period of Insurance** 20/02/2020 to 20/02/2021 at 4:00pm

**The Insured**OWNERS CORPORATION PLAN NO. PS 539497J **Situation**127-133 LEICESTER STREET CARLTON VIC 3053

#### Policies Selected

Policy 1 – Insured Property

Building: \$14,935,000

Common Area Contents: \$144,200

Loss of Rent & Temporary Accommodation (total payable): \$2,240,250

Policy 2 – Liability to Others Sum Insured: \$30,000,000

Policy 3 - Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 - Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 - Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 7 - Machinery Breakdown

Sum Insured: \$5,000

Policy 8 – Catastrophe Insurance

Sum Insured: \$2,240,250

Extended Cover - Loss of Rent & Temporary Accommodation: \$336,037

Escalation in Cost of Temporary Accommodation: \$112,012 Cost of Removal, Storage and Evacuation: \$112,012

Policy 9 - Government Audit Costs and Legal Expenses



Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

#### Flood Cover is included.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date of Issue 02/03/2020

This certificate confirms that on the date of issue noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.



#### Sophia House (L127) 127 Leicester Street CARLTON VIC 8507

### **Balance Sheet Detail**

#### as at 07/07/2020

Registered for GST

registered for EUT		
		(\$)
Assets		
810 - Levies in Arrears/(Advance) - Total		36,460.89
825 - Cash At Bank		
825.10 - Cheque Account		
825.10.1 - Administrative Fund	61,643.07	
825.10.2 - Maintenance Fund	4,060.81	
825.20 - Investments		
825.20.1 - Investment #1	119,927.29	
825 - Cash At Bank - Total		185,631.17
	Total Assets	222,092.06
Less Liabilities		
925 - Trade Creditors - Total		984.50
940 - GST Clearing - Total		4,436.07
	Total Liabilities	5,420.57
	Net Assets	216,671.49
Represented by:		
610 - Administrative Fund as at 01/01/2020		(9,151.75)
Surplus - Administration Fund		96,248.16
	Administration Fund Reserve	87,096.41
650 - Maintenance Plan as at 01/01/2020		134,285.83
Deficit - Maintenance Plan		(4,710.75)
	Maintenance Plan Reserve	129,575.08

**Total Equity** 

216,671.49



## **Minutes of Annual General Meeting**

OWNERS CORPORATION PLAN No. 539497J 127 Leicester Street, Carlton VIC 3053

DATE MEETING HELD 23 June 2020

LOCATION Teleconference

TIME The meeting commenced at 10:05am

MEMBERS PRESENT: Lots 201, 401, 402,

410, 412, 413, 414 **Kerry Bailey** 

Lots 501, 502, 503,

504, 507, 508

509, 510, 511 **Leonardo Santalucia** 

Lots 611 & 612 Sam Holden

PRESENT BY PROXY: Lots 101, 102, 103, 104, 105, 106, 107, 108, 111,112, 113

Marchyn Pty Ltd In favour of Chris Viglietti

APOLOGIES: No apologies were received

As **29** of the **10/** Lots were represented in person or by proxy, a quorum was

not declared so all decisions of this meetina are interim decisions.

The decisions set out in these minutes are interim decisions and these minutes, forwarded to all members within 14 days of the meeting, constitute notice of those decisions. Unless a petition is received from members representing at least 25% of the total lot entitlement within 28 days of the meeting, for another General Meeting to be held, the interim decisions become final decisions of

the Owners Corporation.

IN ATTENDANCE: Denise Ip, Manager, representing StrataCo Pty Ltd.

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I. REGISTRATION: Refer to previous page

2. APPOINTMENT OF It was Resolved

CHAIRPERSON FOR

**THIS MEETING:** That Denise Ip be appointed Chairperson for the meeting.

3. MINUTES: It was Resolved

That the minutes of the Annual General Meeting held on the 26/03/2019 be confirmed as a true and accurate account of the proceedings at that meeting.

4 REPORTS: It was Resolved:

That the following reports be received:

- a) Manager's Report,
- b) Committee Report was not presented
- c) Dispute Resolution Report (as contained within the Manager's Report):
- d) Penalty Interest Waiver Request Report (as contained within the Manager's Report).

## 5. INSURANCE

The insurance Certificate of Currency was tabled and contents noted

It was Resolved

That the Insurance for the property be renewed in accordance with the following option:

**a.** To obtain quotations from the Broker and for the Committee to review and provide instructions.

**Insurance Excess:** If it is deemed that the cause of a loss is from a lot, the Owner of the private lot is responsible for paying the insurance excess. If the loss is caused from Common Property, the Owners Corporation will pay the insurance excess.

6. VALUATION: It was noted that last Insurance Valuation was undertaken in the December

That the Owners Corporation <u>not</u> obtain an Insurance Valuation for the property.

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It is recommended that all Owners Corporations obtain a valuation at a minimum of every three to five years (for Prescribed OC's it is a requirement to obtain a new valuation at least every 5 years – Section 65 of the Owners Corporation Act 2006).

#### 7. FINANCIAL AUDIT: It was Resolved

- a) That the Audit Report for the financial Year ending 31/12/2019, as attached to the Notice, be adopted.
- b) That the Owners Corporation undertake an audit of the accounts for the Financial Year ending 31/12/2020 by an independent auditor.

It was noted that the manager recommended it was prudent to obtain an audit a minimum of every five years even if an audit is not legislatively required for non prescribed OC's.

## 8. FINANCIAL REPORTS:

It was Resolved:

That the Financial Statements for the period ended 31/12/2019, as attached to the meeting Notice, be adopted.

## 9. BUDGET &

It was Resolved:

- a) That the proposed Administration Fund Budget, as attached, be adopted. The Administration Fund contribution for the Financial year which commences on the 01/01/2020 will be \$194,500 plus GST.
- b) That the proposed Maintenance Fund Budget, as attached, be adopted The Maintenance Fund contribution for the Financial year which commences on the 01/01/2020 will be \$25,000.00 plus GST.
- c) That the Administration Fund and Maintenance Fund contributions be paid in advance in six monthly instalments due on the following dates:

01/01/2020 01/07/2020

d) That if there is any change to the contributions from the prior year an adjustment levy will be issued following the AGM, as levies for the new Financial Year have already partly been issued

## 10. PENALTY INTEREST & DEBT COLLECTION:

It was Resolved

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That the Owners Corporation take all necessary steps for the enforcement of any obligations of any lot owner to the Owners Corporation arising under the Owners Corporations Act 2006, Owners Corporations Regulations 2018 or the rules of the Owners Corporation, including the undertaking of legal proceedings in the Victorian Civil and Administrative Tribunal for the recovery of outstanding fees, levies, charges and other monies due to the Owners Corporation, and that the Owners Corporation:

- Will charge interest on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment at a rate of interest equivalent to the maximum rate of interest from time to time payable under the Penalty Interest Rates Act 1983; and
- 2. delegates to the manager of the Owners Corporation the power to
  - (a) grant a waiver of payment of such interest; and
  - (b) Engage legal practitioners for the purposes of any such enforcement.

Owners are also reminded that the onus is with the Owner to ensure that they inform the Owners Corporation Manager of any change to their mailing address for all correspondence.

Change of address form is available on www.strataco.com.au or email your new details to <u>info@strataco.com.au</u>.

It was discussed that the Aged Balance List will be sent to the Committee after the meeting.

## 11. MAINTENANCE

It was noted that details of the implementation and expenditure from the Maintenance Plan were listed in the Financial Statements of the Owners Corporation,

The last Maintenance Plan was updated in April 2019 as attached to the notice.

It was Resolved

That the Owners Corporation <u>not</u> obtain an update for a 10 year Maintenance Plan.

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#### 12. COMMON SEAL:

It was Resolved

That pursuant to the Section 20 of the Owners Corporations Act 2006 to authorise the affixing of the actual or digital version of the common seal of the Owners Corporation to leases, licenses, assignments, Owners Corporation certificates or transfer of leases or licenses, contracts and agreements required to be executed under the common seal of the Owners Corporation.

## 13. ESSENTIAL SERVICES:

Lot owners were advised that they are responsible for the maintenance and reporting on essential service items within their Lot if non-compliant with the appropriate Australian Standards (e.g., smoke detectors, fire sprinklers (reporting only), etc.).

It was discussed that StrataCo will contact Linkfire to clarify how can the Owners Corporation ensure the fire sprinklers within the lot are compliant and will report back to the Committee

#### 14. OH&S:

It was Resolved:

That the Owners Corporation Manager <u>not</u> obtain quotations from a suitably qualified contractor to undertake a Common Area Occupational Health & Safety (OH&S) Audit.

## 15. RECOVERY OF COSTS:

It was Resolved

That the Owners Corporation recover as a debt from the Lot Owner all costs associated with, and resulting from, an Owner or Occupier of a Lot or a guest of the Owner or Occupier of a Lot, in breach of or an obligation under the Owners Corporations Act 2006, Owners Corporations Regulations 2018 or the rules of the Owners Corporation. In addition the recovery of all costs incurred relating to damage to common property, or False Fire Alarms caused by the action or inaction of a Lot Owner/Occupier/Guest are to be recovered as a debt from the Lot Owner.

This includes commencing proceedings at the Victorian Civil and Administrative Tribunal ("VCAT") and the Manager and/or Committee have the power pursuant to this resolution to appoint a lawyer to act on behalf of the Owners Corporation in relation to any such debt recovery action.



#### 16. MANAGER:

It was Resolved

That StrataCo Pty Ltd are reconfirmed as the Managers of Owners Corporation No. 539497J for three (3) years for a fee of \$26,750.00 (incl. GST) plus disbursements, adjusted annually as detailed in the Contract of Appointment. Further that the common seal be affixed to the Contract of Appointment of the Manager and be witnessed by and in the presence of two lot owners in accordance with section 20 and 21 of the Owners Corporations Act 2006.

## 17. COMMITTEE AND

It was Resolved -

a) That the following being either members of the Owners Corporation, or proxies for members, were elected to be members of the committee:

Lot 611	611 Sam Holden	
Lot 501	Leonardo Santalucia	
Lot 101	Chris Viglietti	
Lot 201	Kerry Bailey	

- b) that Chris Viglietti be elected as Chairperson of the Owners Corporation.
- c) that StrataCo be elected as Secretary of the Owners Corporation.
- d) that all members of the Committee be members of the Grievance Committee

## 18. COMMITTEE DELEGATED

#### It was Resolved

- a) That the Owners Corporation delegate to the members of the Committee all the powers and functions of the Owners Corporation that may be delegated in accordance with s11 of the Owners Corporations Act 2006 except those set out in the "Instrument of Delegation to the Committee," which was attached to the meeting Notice
- b) To execute the 'Instrument of Delegation to the Committee' under the common seal of the Owners Corporation as witnessed by two members of the Owners Corporation.

#### 19. GENERAL BUSINESS:

#### (1) Car park

The Owners Corporation has leased 5 car spaces and 6 car spaces are unleased currently. The rent was reviewed in July 2019 and has increased from \$100 to \$150 per month. The current SHA management

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fee is 8.8% inc GST

It was discussed that StrataCo will seek further clarification from SHA on why the car spaces cannot be leased to non-residents and wil report back to the Committee.

#### (2) Embedded Network

SHA Services has provided a copy of the Embedded Network Operator Agreement and letter to StrataCo to pass on to the Owners Corporation.

It was discussed that StrataCo will request SHA Services to provide the following information:

- (a) The current rate for electricity:
- (b) Why the Owners Corporation cannot use another electricity provider;
- (c) Provide a summary of background why SHA Services has been dealing with Embedded Network and why the electricity meters were paid by SHA;
- (d) The Owners Corporation would like SHA Services to be more open of the underline data

#### (3) Facade Inspection

According to the requirement on the Occupancy Permit, a building façade inspection has to be carried out every 5 years. StrataCo has presented the quotation for Comprehensive Façade Inspection and Representative Façade Inspection to the Owners Corporation provided by Absafe.

It was resolved that the Owners Corporation will engage Absafe to carry out the Comprehensive Façade Inspection. The cost is \$8,600 plus GST.

#### (4) Leak investigation on Level 1 (Lot 105,106,107 and 108

There is water leak issue on Level 1. Flashings have been installed on and above the windows of these lots as recommended by Mr Right Maintenance, however water is still leaking into these lots.

Wayne's High Access, Mr Right Maintenance and Absafe have provided their advice on the leak issue. Mr Right Maintenance will revisit the building today with the abseller and will provide a further

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update shortly after. In the meantime, the Owners Corporation has received a quotation from Wayne's High Access and Absafe to further investigate the leak issue.

It was resolved that the Owners Corporation will engage Absafe to further investigate this matter. While Absafe is onsite to carry out the Comprehensive Façade Inspection, they will also investigate the cause of leak on Level 1. The Owners Corporation has further resolved that a Technical Specification Document may be required after the Comprehensive Façade Inspection is completed by Absafe as it will provide a better understanding on the type and extent of works needed. The cost to obtain a Technical Specification Document is approximately \$4,000 to \$6,000 plus GST.

**20**. **NEXT MEETING**: It was Resolved:

The next Annual General Meeting has not been scheduled.

21. CLOSE: With no further business the meeting was declared closed at 11.05 am

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## 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.

### 2. Committees and sub-committees

## 2.1 Functions, powers and reporting of committees and subcommittees

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.

### 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.

## 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 14 working days after the dispute comes to the attention of all the parties.

- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (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*.

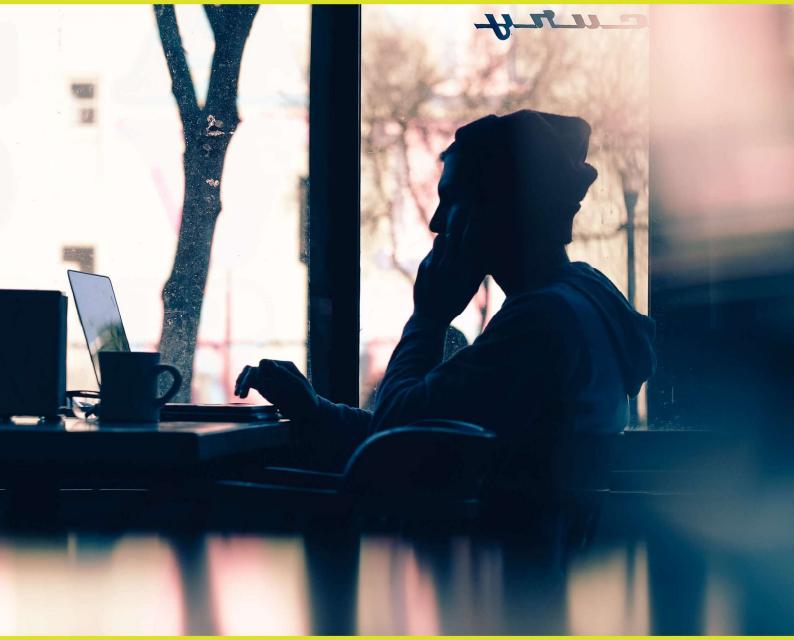
### **Contract Schedule 2018**

Owners Corporation Plan No PS: 539497J

Address: 127 Leicester Street, Carlton 3053

Contractor	Service	Term
Melbourne Fire & Maintenance	Testing & Maintenance Fire alarm	Annual
	Testing level 1&2 fire ext/Hose reel/Hydrants	
	Testing E & E lighting	
ThyssenKrupp Elevators	Lift Maintenance	Annual
Eastlink Air	Mechanical Ventilation	Annual
AGL Energy	Gas supply (common)	Monthly
SHA Services	Electricity supply (Embedded network)	Monthly
Caretaker Italo	Caretaking/Cleaning common areas	Monthly
City West Water	Water Supply Common	Quarterly
	Essential serv Qtrly Inspect & Annual Certification	Annual
Whelan Kartaway	Waste management	Monthly
Telstra	Phone	
DMW Industries	Maintain laundry equipment	Annual
StrataCo Pty Ltd	Owners Corporation Management	Annual





## RESIDENTIAL TENANCY AGREEMENT

**BETWEEN** 

Mr Leo Santalucia AS LANDLORD/S

And

Miss Chayanit Jaroonsophonsak AS TENANT/S

FOR

511/127 Leicester Street, CARLTON, VIC 3053

**RENTED PREMISES** 

w. sha.com.au e.info@sha.com.au

### Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008

THIS agreement is made on the 13 November 2019 at Melbourne

BETWEEN (LANDLORD) Mr Leo Santalucia ABN (if any)

C/- Student Housing Australia

575 Elizabeth Street, Melbourne VIC 3000

(whose agent is Student Housing Australia Pty Ltd)

Student Housing Australia Pty Ltd (ACN 104 888 244) Phone 1300 742 000

City OfficeCaulfield/Malvern OfficeBurwood Office575 Elizabeth St,Level 1, 943 Dandenong Rd,271 Burwood HWYMELBOURNE VIC 3000MALVERN EAST VIC 3145BURWOOD VIC 3125Direct 03 9373 6800Direct 03 9572 8333Direct 03 9834 2500

Landlord/agent after hours emergency contact number: 1300 742 000

AND (TENANT) Miss Chayanit Jaroonsophonsak ABN (if any)

511/127 Leicester Street, CARLTON, VIC 3053

1. Premises

The landlord lets the premises known as 511/127 Leicester Street, CARLTON, VIC 3053

Utilities included in the RTA are Gas, Water & F/F. All other utilities are the tenant's responsibility

2. Rent

The rent amount is \$1.347.00 PER CALENDAR MONTH.

The first rent payment is due is 16/01/2020.

Pay Period: Calendar Monthly from 16/01/2020

(the date of each month when rent is due is always one full month in advance)

Place of payment: Student Housing Australia.

3. Bond

The tenant must pay a bond of \$1,347.00 to the landlord/agent on or before 16/01/2020.

In accordance with the **Residential Tenancies Act 1997**, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they contribute are listed

NAME: Miss Chayanit Jaroonsophonsak

BOND AMOUNT: \$1,347.00

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority.

4. Period

(a) The period of the agreement is: 11.5 months approximately

Commencing on the And ending on the 07/01/2021

Unless the agreement terminates in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic tenancy.

OR

(b) The agreement will commence from the day of , 20

And continue until terminated in accordance with the Residential Tenancies Act 1997





#### 5. Condition of the premises

The LANDLORD must-

- (a) Ensure that the premises are maintained in good repair; and
- (b) If the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

#### 6. Damage to the premises

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging the premises and any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

#### 7. Cleanliness of the premises

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

#### Use of premises

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier or neighbouring premises.

#### 9. Quiet enjoyment

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

#### 10. Assignment or sub-letting

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be reasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

#### 11. Consent to Electronic Service of notices and other documents

(a) The TENANT, Miss Chayanit Jaroonsophonsak

[x] Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000.

TENANT'S email address for service: tat32076@gmail.com,

OR

[ ] Does not consent to the electronic service of notices and other documents.

#### (b) The LANDLORD, Mr Leo Santalucia

[x] Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000.

LANDLORD'S email address for service: info@sha.com.au

OR

- [ ] Does not consent to the electronic service of notices and other documents.
  - (c) If the TENANT or the LANDLORD (as the case may be) have not consented to electronic service under clause 11(a) or clause 11 (b) of this agreement, the TENANT or the LANDLORD must not infer consent to electronic service merely from the receipt or response to emails or other electronic communications.

#### 12. Withdrawing Consent to Electronic Service

The LANDLORD or the TENANT may withdraw their consent to electronic service of notices and other documents only by giving notice in writing to the other party that notices or other documents are no longer to be sent by electronic communication.

#### 13. Residential Tenancies Act 1997

Each party must comply with the Residential Tenancies Act 1997.

(NOTE: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties.)





#### **Additional Terms**

Additional terms which do not take away any of the rights and duties included in the Residential **Tenancies Act 1997** may be set out in this section. Any additional terms must also comply with the Unfair Contract Terms provisions in Part 2-3 of the **Australian Consumer Law (Victoria)**. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit <a href="https://www.consumer.vic.gov.au">www.consumer.vic.gov.au</a>

\*Please read this important advice about writing: in these additional terms the word "writing" means all ways of representing or reproducing words, figures or symbols in visible form, unless a form prescribed by the Residential Tenancies Regulations 2008 must be used. These are examples of "writing" an SMS message, an email, a facsimile and a letter. Before you use an SMS message, an email or a facsimile, check clause 11 to see if I have consented to the electronic service of notices or other documents and, if I have, check I have not given you written notice withdrawing my consent. You should also check these additional terms to see if you cannot use an SMS message for the purpose, in which case you may want to use an email.

#### 14. Installing goods, making alterations, additions or renovations at my premises

- 14.1. You must ask me in "writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give permission, I may ask you to comply with reasonable conditions and, before our tenancy ends, you must also comply with section 64 (2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.
- 14.2. These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in ground or above ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

(You can read section 64 (2) of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <a href="http://www.parliament.vic.gov.au/">http://www.parliament.vic.gov.au/</a> by going to "Legislation and Bills" then "Current Acts — Victorian Law Today" and following the prompts.)

#### 15. Other use of my premises

- 15.1. You must use my premises primarily as your home. If you also want to use them for some ancillary purpose for example, to provide a home office for your business you must ask me in \*writing for permission beforehand. If I give my permission, I may also ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64 (2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.
- 15.2. You must ask me in \*writing for permission before you enter into a license agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64 (2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

#### 16. Utility charges at my premises

- 16.1.I am responsible for the costs and charges set out in section 53 (1) and, if applicable, section 54 of the Residential Tenancies Act 1997.
- 16.2. You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997. (You can read sections 52, 53 (1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <a href="http://www.parliament.vic.gov.au/">http://www.parliament.vic.gov.au/</a> by going to "legislation and Bills" then "Current Acts Victorian Law Today" and following the prompts).
- 16.3. If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault. I will have the service reconnected or repaired at my cost.
- 16.4. If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you must have the service reconnected or repaired at your cost.
- 16.5. If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

#### 17. My insurances for my premises

- 17.1. If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased.
- 17.2. If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you do so.
- 17.3. My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

#### 18. Light globes and fluorescent tubes at my premises

You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.





#### 19. You must tell me about defects at my premises.

When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

#### 20. Damage to my premises

- 20.1. You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or contractor.
- 20.2. Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, and excessive amounts of lavatory paper, paper towel, sanitary pads, tampons & wipes. This is not a complete list. I have provided it as a guide only.
- 20.3. When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible preferably when you become aware or within 24 hours even if you, or anyone you have allowed to come on to my premises including me or my managing agent or my contractor, caused it.
- 20.4. If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.

#### 21. You will indemnify me in certain circumstances if things go wrong at my premises

- 21.1. If you, or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.
- 21.2. If you, or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly to blame for someone dying or being injured or their property being damaged or both, you will indemnify me to, the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

#### 22. Smoke Detectors and Heaters at my premises

- 22.1. If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 22.2. If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry out the test from time to time. If, when you carry out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 22.3. You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

#### 23. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises.

- 23.1. You must not bring unto, or store, inflammable liquids, gases or automotive or machinery lubricants at my premises.
- 23.2. Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it as a guide only.
- 23.3. You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 23.4. Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers' recommendations or not or repairs of any sort.
- 23.5. Examples of vehicle include: a motor car of any description, prime mover, truck, utility, van, bus, tractor, agricultural or earth moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it as a guide only.

#### 24. Storage and removal of waste and rubbish at my premises

- 24.1. You must store rubbish and waste in appropriate containers with close-fitting lids
- 24.2. If a place is, or places are, provided for rubbish and waste containers, you will keep them there
- 24.3. You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 24.4. An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

#### 25. Hanging washing at my premises

- 25.1. If you hang washing or other articles in the open air, you must use the clothesline provided, if any.
- 25.2. If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owner's corporation rules.





#### 26. Looking after the garden at my premises

- 26.1. If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 26.2. These are examples of things you may need to do in the garden: mow the grass; water (subject to water restrictions, as and when required); remove weeds; rake up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden pest free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.
- 26.3. If my garden is watered by a watering system or by tank water or both, you must avoid the system or tanks (s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear & tear to the watering system or tank(s) is not damage.
- 26.4. If you become aware of a fault in or damage to the watering system or tank (s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

#### 27. Pets at my premises

- 27.1. Before you may have a pet of any description at my premises you must ask for permission in \*writing and receive it from me, or my managing agent.
- 27.2. I do not have to give you my permission. Nor does my managing agent have to give you permission. If permission is given, it may be on reasonable conditions.
- 27.3. If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.

#### 28. Assignments, subletting or abandoning my premises

- 28.1. If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours and ask me in \*writing or ask my managing agent in \*writing for written permission to assign your tenancy or sub-let my premises. You cannot use an SMS message to ask me or my managing agent for permission.
- 28.2. If you assign or sub-let my premises without obtaining written permission beforehand or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting including
  - a. a pro rata letting fee;
  - advertising or marketing expenses;
  - rental data base checks on applicants:
  - rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.

#### 29. If you intend to leave my premises when your tenancy ends

- 29.1. If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention to leave, at least 28 days before your tenancy comes to an end.
- 29.2. You tell me, or my managing agent, about your intention to leave by giving \*written notice in a form which is not an SMS message.
- 29.3. You must return all the keys and key cards or remote controls to me, or to my managing agent, when you leave the premises.
- 29.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to my or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.

#### 30. Remaining at my premises after your tenancy ends

- 30.1. If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy agreement with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day to tell me or tell my managing agent.
- 30.2. You tell me, or my managing agent, about your intention to leave by giving \*written notice in a form that is not an SMS message.

#### 31. If I require my premises when your tenancy ends

- 31.1. If I require my premises when your tenancy ends, I, or my managing agent, will tell you.
- 31.2. I, or my managing agent, will tell you by giving you \*written notice in a form that is not an SMS message.

#### 32. Changing the locks and alarm code at my premises

- 32.1. You may change the locks at my premises.
- 32.2. If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.
- 32.3. You may change the code of an alarm at my premises.
- 32.4. If you change the code, you must tell me or my managing agent in \*writing of the new code as soon as practicable, and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

#### 33. 'To Let', 'auction' and 'for sale' signs at my premises

- 33.1. You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premise.
- 33.2. You will allow me, or my estate agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premise.





#### 34. Owners Corporation rules and my premises

- 34.1. If there is an owners' corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement).
- 34.2. You must comply with the rules of the owners' corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.
- 34.3. You do not have to contribute to owners' corporation capital costs or other expenses payable by me.

#### 35. You cannot use your bond to pay your rent for my premises

- 35.1. You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the grounds you intend to use the bond as rent paid for my premises.
- 35.2. You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.

#### 36. Increasing the rent on my premises

- 36.1. If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.
- 36.2. If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60 days' notice of the increase. The notice I give you will be in the prescribed form for the purpose.
- 36.3. If this is a periodic residential tenancy agreement
  - a. if I propose to increase your rent, I will give you at least 60 days' notice; and
  - b. the notice I give you will be in the prescribed form for the purpose.
- 36.4. I acknowledge I must not increase your rent at intervals of less than 6 months.

#### 37. Receipt of condition report/statement of rights and duties for my premises

- 37.1. You acknowledge you took occupation of my premises and your received from me or my managing agent
  - a. two copies of a condition report signed by me or by my managing agent; and
  - a written guide authorised and published by the Victorian Government, known as 'the red book', setting out my rights
    and duties as your landlord and your rights and duties as my tenant.

#### 38. Cleaning carpets when vacating my premises

If new carpet has been installed or the existing carpet was professionally dry or steam cleaned at the commencement of your tenancy, you agree to have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord/agent with a receipt for payment of the work.

#### 39. Tenant Reimbursement: late or non payment

- 39.1. If the tenant fails to make a payment under the terms of this agreement on the due date for payment and the landlord and/or agent incurs fees and/or charges as a consequence of that failure, the tenant will reimburse the landlord and/or the agent the full amount of those fees and/or charges, on demand.
- 39.2. for the purpose of clause 38.1 'fee and/or charges' includes additional interest (if any) paid or payable by the landlord and/or the agent to an authorised deposit-taking institution, financier, service provider, or contractor. "Authorised deposit-taking institution" has the same meaning as in the Banking Act 1959 (C'wealth).

#### 40. Ironing

The Tenant agrees they will not iron on the carpet/floor coverings. The Tenant agrees if the carpet/floor coverings are damaged the tenant will pay the cost of the repair/replacement.

#### 41. Candles

The Tenant agrees that they will ensure that candle wax is not dropped onto any surface at the property. The tenant agrees if the property is damaged by candle wax the Tenant will pay the cost of repair or replacement where applicable.

#### 42. Apartment Fridge

The tenant agrees that they must defrost the freezer on a regular (monthly) basis. The tenant agrees that should they cause any damages to the fridge they will incur all costs for any repairs or replacement to the fridge.

#### 43. Condition of property

The Tenant acknowledges and accepts that the property is being leased in its current state and condition as inspected and upon signing leases.

#### 44. Lease break

Further to Additional Term 28.2 The Agent will assist Tenants who find it necessary to break the lease provided:

- 44.1. The Tenant must give notice in writing if they intend to break the lease. Unless written acknowledgement and acceptance is given in return, the lease remains in force. The Tenant must sign an Authority for the Agent to assist in the reletting of the property. Unless the Authority is received from the Tenant by mail the Agent cannot act on the lease break.
- 44.2. The landlord retains the right to refuse any unsuitable tenancy application.
- 44.3. The Tenant must vacate the property 3 clear business days prior to a new tenant moving in. This time frame allows the Property Manager to conduct a final inspection and attend to any outstanding issues. If the ingoing Tenant is unable to move in on the agreed date the outgoing tenant will be held liable for compensation (costs involved).





#### 45. Smoke free zone

The Tenant agrees the property is deemed to be a smoke free zone. The Tenant agrees that there is to be NO SMOKING of cigarettes or like substances internally within the premises including balcony and/or the internal communal areas. The Tenant agrees that they will not, nor will they allow others to smoke within the premises. Smoking is only permitted in external/outdoor areas of the property.

#### 46. Parking

The Tenant agrees not to keep any unregistered or un-roadworthy vehicles on the premises at any time. In signing this lease the Tenant acknowledges that car parking is limited to those spaces available onsite and no on street parking permits will be requested or issued by Council for residents of this building.

#### 47. Fire Alarm activation costs and charges

The tenant/s agrees to indemnify the owner from any and all costs or liability associated with an accidental or genuine fire alarm activation caused by the tenant or their guests, whether caused intentionally or through negligence, misuse or accident; including but not limited to Melbourne Fire Brigade (MFB) call out or attendance charges, insurance excesses, fire contractor repair costs including parts, or other costs.

#### 48. Tenant cannot grant a licence or part with occupation without consent

The tenant must not grant a licence over, or part with occupation of, the premises or a part of the premises - or be a party to an understanding or arrangement in relation to the granting of a licence over, or the parting with occupation of, the premises or a part of the premises - for the purpose of, or in relation to, providing residential accommodation for a fee or other benefit without, in each instance, first obtaining the landlord's written consent which, if given, may be subject to reasonable terms and conditions.

#### 49. Privacy act 1988 collection notice

The personal information the prospective tenant provides in the application or collected from other sources is necessary for the Agent to verify the Applicant's identity, to process and evaluate the application and to manage the tenancy. Personal information collected from the Applicant in the application and during the course of the tenancy if the application is successful may be disclosed for the purpose for which it was collected to other parties including the landlord, referees, other agents and third party operators of tenancy reference databases. Information already held on tenancy reference databases may also be disclosed to the Agent and/or Landlord. If the applicant enters into the Residential Tenancy Agreement and if the Application fails to comply with their obligations under the Agreement that fact and other relevant personal information collected about the Applicant during the course of the tenancy may also be disclosed to the landlord, third party operators of tenancy reference databases and/or other agents. If the Applicant would like to access the personal information, they can contact the Agent directly. The applicant can also correct this information if it is inaccurate, incomplete or out of date.

#### LANDLORD / AGENT TO COMPLETE:

#### \*URGENT REPAIRS:

(\*this section MUST be completed if an agent is to manage the premises)

The agent \*can/\*cannot authorise urgent repairs.

\*The maximum amount for repairs which the agent can authorise is \$ 1800.00

The agent's telephone number for urgent repair is 1300 742 000

Signature of landlord(s)

Mark McDonald on behalf of Mr Leo Santalucia



Signed by the tenant :



## Due diligence checklist

## What you need to know before buying a residential property

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

## **Urban living**

#### Moving to the inner city?

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

## *Is the property subject to an owners corporation?*

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

#### **Growth areas**

### Are you moving to a growth area?

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

### Flood and fire risk

## Does this property experience flooding or bushfire?

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

## **Rural properties**

#### *Moving to the country?*

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

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

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

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





## Soil and groundwater contamination

## Has previous land use affected the soil or groundwater?

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

#### Land boundaries

## Do you know the exact boundary of the property?

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

## **Planning controls**

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

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

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

## Are there any proposed or granted planning permits?

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

## Safety

#### Is the building safe to live in?

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

## **Building permits**

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

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

## Are any recent building or renovation works covered by insurance?

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





## Utilities and essential services

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

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

## **Buyers' rights**

## Do you know your rights when buying a property?

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



DATED 2020

#### Leonardo Santalucia

to

### **CONTRACT OF SALE OF REAL ESTATE**

Property: Unit 511 / 137 – 133 Leicester Street, Carlton 3053

#### **SPENCER LAW PARTNERS**

Solicitor Level 1, 280 Spencer Street Melbourne Vic 3000

> Tel: 03 9018 1818 Fax: 03 9018 1812 Ref: FM:SM: 113120