

Contract of Sale of Land

Property:

**1132-1134 Riversdale Road, Box Hill South VIC
3128**

Wealthsource Legal

Shop 4, 398 Middleborough Road
BLACKBURN VIC 3130
Tel: 03 9590 6180
Ref: JP:20222774

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../2022

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2022

Print names(s) of person(s) signing: Timothy McLeod & Timothy Calderan

State nature of authority, if applicable: Director & Secretary of Victorian Highland Pipe Band Association Inc.....

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

Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate Blackburn
Address: 98 South Parade, Blackburn VIC 3130
Email: anthony.molinaro@obrienrealestate.com.au
Tel: 03 9894 2044 Mob: 0411 061 796 Fax: Ref: Anthony Molinaro

Vendor

Name: Victorian Highland Pipe Band Association Inc.
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Wealthsource Legal
Address: Shop 4, 398 Middleborough Road, Blackburn VIC 3130
Email: jphoa@wealthsource.com.au
Tel: 03 9590 6180 Mob: Fax: Ref: 20222774

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 07688 Folio 168	1	LP 023443

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 1132-1134 Riversdale Road, Box Hill South VIC 3128

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

All permanent fixtures and fittings as inspected.

Payment

Price \$

Deposit \$ By (of which has been paid)

Balance \$ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1) – **(Shop) 1132 Riversdale, Box Hill South**

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

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

☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on / /20.....

OR

☒ a periodic tenancy determinable by notice

Lease (general condition 5.1) – **(Dwelling) 1134 Riversdale, Box Hill South**

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

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

☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on / /20.....

OR

☒ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

1. General condition deletions

General conditions 3, 12, 31.4, 31.5 and 31.6 do not apply to this contract.

2. Planning

- 2.1 The Property is sold subject to any restriction as to its use under any order, plan, scheme, permit, regulation or by-law contained in or made pursuant to the provisions of the *Planning and Environment Act 1987* or any other legislation. The Vendor has not made and shall not be construed as having made any representation or warranty that:
- (a) the Property is suitable for any purpose which the Purchaser may have indicated is its intention to pursue;
 - (b) any permit of any nature whatsoever has been obtained or is available from any relevant authority; or
 - (c) that the Vendor's existing or past uses of the Property complied with any planning controls.
- 2.2 Prior to entering into this Contract the Purchaser has made its own enquiries and investigations as to the use to which the Property may be put and the Purchaser relied entirely on the result of its investigations and on its own judgement in entering into this Contract.

3. Additional rights of rescission

If the Purchaser (or if the Purchaser consists of two or more persons, any of those persons) is a body corporate and:

- (a) an application is made to a court for an order or an order is made that it be wound up;
- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of it, or one of them is appointed, whether or not under an order;
- (c) except to reconstruct or amalgamate while solvent on terms approved by the Vendor, it enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement, or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (d) it resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the Vendor, or is otherwise wound up or dissolved;
- (e) it is or states that it is solvent;
- (f) as a result of the operation of section 459F(1) of the *Corporations Act 2001*, it is taken to have failed to comply with a statutory demand;
- (g) it is, or makes a statement from which it may be reasonably deduced by the Vendor that it is, the subject of an event described in section 459C(2) or section 585 of the *Corporations Act 2001*;
- (h) it takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or an administrator is appointed to it; or
- (i) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction;

then the Vendor may rescind this Contract by giving written notice to the Purchaser.

4. Condition of the Property

- 4.1 The Purchaser agrees and acknowledges that the Purchaser:
- (a) Has inspected the Property as at the Day of Sale;
 - (b) Accepts and purchases the Property in its state of repair and condition as at the Day of Sale and subject to any defects, need for repair or infestation;
 - (c) Will accept the Property in that condition (subject to fair wear and tear) at settlement;
- 4.2 The Vendor makes no warranty or representation as to the suitability or fitness of the Property for any purpose whatsoever.
- 4.3 The Purchaser acknowledges that the improvements on the Property or any alternations thereto may be subject to or require compliance with current building regulations, municipal by-laws or any other provisions or regulations or any repealed laws under which such improvements or alternations were constructed. Any failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser may not rescind this Contract or make any requisition enquiry or claim any compensation from the Vendor for any such failure.

5. Breach

General Condition 32 is amended to read:

The Purchaser agrees that the reasonable cost of each and every default is the sum of \$800.00 plus GST prepared and served on the Purchaser or his representative. The default sum shall be payable at settlement to the Vendor's solicitor. The Purchaser further agrees that the reasonable fees for rescheduling settlement is \$250 plus GST, payable per variation to the Vendor's solicitor at settlement. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, power of remedies of the Vendor under this Contract or otherwise.

6. Default

General condition 33 is amended to read:

Should the Purchaser default in payment of any money due under this Contract, then interest at the rate of fourteen (14) per cent per annum shall be paid on demand by the Purchaser to the Vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such monies 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 powers and remedies of the Vendor under this Contract or otherwise.

7. Entire agreement

The Purchaser acknowledges that:

- (a) no information, representation or warranty by the Vendor, the Vendor's agent or the Vendor's solicitor was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- (b) no information, representation or warranty has been so relied upon; and
- (c) this Contract constitutes the entire agreement of the parties for the sale and purchase of the Property and supersedes all previous contracts, agreements, understandings and negotiations in relation to the sale and purchase of the Property.

8. Guarantee and Indemnity

If the Purchaser is or includes a corporation the Purchaser covenants and warrants with and to the Vendor that:

- (a) the Purchaser is a body corporate duly formed or incorporated in the State of Victoria or in some other State or Territory of the Commonwealth of Australia;
- (b) the consent or licence of any person or body is not required prior to the Purchaser entering into this Contract;
- (c) the Purchaser is duly empowered to enter into this Contract and is not inhibited from entering into this Contract by any reason whatsoever and without limiting the generality of the foregoing by reason of any trust, charge or undertaking;
- (d) the Purchaser must deliver to the Vendor an enforceable Deed of Guarantee and Indemnity in the form set out in Annexure 1 (the Guarantee and Indemnity) of the observance and performance by the Purchaser of its obligations under this Contract duly executed by each and every Director of the Purchaser and duly completed by the insertion of:
 - (i) the names and addresses of all the Directors of the corporation or each of the corporations comprising the Purchaser; and
 - (ii) appropriate execution clauses for each of the Guarantors; and
- (e) the Vendor may waive the requirement set out in Special Condition 8(d)(i) if the Purchaser is or includes a corporation the voting shares of which are listed on the Australian Securities Exchange.

9. Duties Act

The Purchaser must:

- (a) pay all stamp duties (including penalties and fines) which are payable in connection with this Contract; and
- (b) indemnify and keep indemnified the Vendor against any liability which results from the fault, delay or omission to pay those duties or failure to make proper disclosures in connection with the *Duties Act* 2000 or to any officer under that Act.

10. Foreign Acquisitions and Takeovers Act 1975 (Cth)

The Purchaser warrants that:

- (a) they are not a foreign person within the meaning of the *Foreign Acquisitions and Takeovers Act 1975* (Cth); or
- (b) they are a foreign person within the meaning of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and that they have applied to the Foreign Investment Review Board (FIRB) for approval for the acquisition of the Property; and
- (c) in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this contract,
- (d) including any consequential loss.

11. Liability of signatory

Any person who executes this Contract for and on behalf of the Purchaser shall be deemed liable for the performance and observance of this Contract notwithstanding that person may have executed the Contract for and on behalf of the Purchaser or as an authorised person on behalf of the Purchaser.

12. Auction

If the Property is offered for sale by public auction, then the sale is subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules and shall include the rule which states that the auctioneer may make one or more bids on behalf of the Vendor at any time during the auction.

13. Property in Goods

The Property in any Goods shall not pass to the Purchaser until payment in full of the Price.

14. Investment of Deposit

- 14.1 The parties authorise Wealthsource Legal (without imposing an obligation to do so) to hold the Deposit in an interest bearing Trust Account or an interest bearing trust account term deposit with an Authorised Deposit taking Institution as defined in the *Banking Act 1959* (an ADI) nominated by Wealthsource Legal.
- 14.2 If this Contract is avoided through no fault of the Purchaser, interest on such account (less any relevant fees and charges) will accrue for the benefit of and be paid to the Purchaser. Otherwise, such interest (less any relevant fees and charges) will accrue for the benefit of and be paid to the Vendor.
- 14.3 The Purchaser agrees to provide to the Vendor on request the Purchaser's tax file number. If the Purchaser does not do so, the Purchaser acknowledges that withholding tax may be deducted from any interest to which the Purchaser may be entitled. The parties release Wealthsource Legal from any claim concerning the investment of the deposit.

15. General

- 15.1 **Variations**
A variation of any term of this Contract is not effective unless it is in writing and signed by the parties.
- 15.2 **Application of law to inconsistent provisions**
The rights, duties and remedies granted or imposed under the provisions of this Contract operate to the extent not excluded by law.
- 15.3 **Joint and several liability**
When more than one person and/or corporation constitutes the Purchaser the word "Purchaser" wherever occurring in this Contract or in any conditions implied or incorporated by reference will be read as "Purchasers" and the covenants, agreements and obligations on their part to be observed and performed will be deemed to be covenants agreements and obligations of them jointly and each of them severally.
- 15.4 **Applicable Law**
This Contract must be construed and take effect in accordance with the rights and the obligations of the parties and will be governed by the laws of the State of Victoria which is the proper law of this Contract. Each of the parties hereby irrevocably submits to the jurisdiction of the Courts of the State of Victoria and to all Courts to which appeal may lie and each party agrees that any writ or summons or other process will be served in Australia at the party's address for service from time to time under this Contract.
- 15.5 **Statutory Powers**
(a) The powers of the Vendor under this Contract are in addition to the powers the Vendor has under applicable law.
(b) To the extent not prohibited by law, before enforcing this Contract, or exercising any right, power, authority, discretion or remedy, the Vendor is not required to give any notice or allow the expiration of any time to any person.
- 15.6 **No waiver**
No waiver by one party of a breach by the other party of any covenant, obligation or provision of this Contract contained or implied will operate as a waiver of another or continuing breach by the other party of the same or of any other covenant, obligation or provision of this Contract contained or implied.
- 15.7 **Parties to give full effect to Contract**
Each party must and must procure its servants and agents to sign, execute and deliver all documents instruments and writing and must do and must procure to be done all other acts, matters and things as may be necessary or desirable to give full effect to this Contract.
- 15.8 **Ongoing application**
As to any provision of this Contract remaining to be performed or capable of having effect after the Settlement Date this Contract will remain in full force and effect.
- 15.9 **Severance**
If any part of this Contract becomes void or unenforceable or is illegal then that part shall be severed from this Contract to the intent that all parts which are not void, unenforceable or illegal shall remain in full force and effect and be unaffected by the severance.
- 16. Adjustments**
- 16.1 Further to general condition 23, the purchaser agrees that adjustments must be prepared and provided to the Vendor's solicitor for approval no later than 3 business days prior to settlement. Failing which the purchaser agrees that a fee of \$150 plus GST is payable to the Vendor solicitor for the delay in delivering the adjustments.
- 16.2 **Land Tax**
Should Land Tax be payable, the purchaser acknowledges that they will pay to the State Revenue Office or reimburse the Vendor Land Tax on the land calculated by using the proportional amount of Land Tax in the Vendor's land Tax Assessment for the year during which settlement occurs.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;

- (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and

- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
 - 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
 - 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
 - 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
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Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the [Banking Act 1959](#) (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & COOPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: PURCHASER

From: Victorian Highland Pipe Band Association Inc., 1132-1134 Riversdale Road, Box Hill South
VIC 3128

Property Address: 1132-1134 Riversdale Road, Box Hill South VIC 3128

Lot: 1 Plan of subdivision: LP023443

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

GUARANTEE AND INDEMNITY

To: The Vendor

1. Definitions

In this Guarantee:

Contract means the attached contract of sale between the Vendor and the Purchaser, and any other agreement between the Vendor and the Purchaser concerning the property sold under the Contract;

Guarantee means this deed of Guarantee and Indemnity;

Guaranteed Money means the whole of the Price, interest and other money payable under the Contract;

Guarantor means the Guarantor named in the Guarantor's Schedule;

Guarantor's Obligations means the obligations of the Guarantor under this Guarantee;

Guarantor's Schedule means the Schedule annexed to this Guarantee.

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

Purchaser's Obligations means the obligation of the Purchaser to:

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

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

2. Consideration

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

3. Guarantor's Acknowledgment

The Guarantor acknowledges that before the Guarantor signed this Guarantee, the Guarantor read and understood the Contract and this Guarantee.

4. Guarantee

4.1 The Guarantor guarantees to the Vendor:

- (a) payment of the Guaranteed Money when it is due;
- (b) compliance with all the Purchaser's Obligations; and
- (c) that the Guarantor will discharge any liability which the Purchaser has to the Vendor if the Vendor ends the Contract because of the Purchaser's default.

4.2 If the Purchaser fails to pay any of the Guaranteed Money on time, the Guarantor will pay that money to the Vendor on demand.

4.3 If the Purchaser fails to comply with any of the Purchaser's Obligations, the Guarantor:

- (a) indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs as a result; and
- (b) will pay on demand an amount equal to the loss, damage, costs or expenses to the Vendor.

5. Indemnity

5.1 The Guarantor indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs because:

- (a) the Purchaser's Obligations are wholly or partly unenforceable against the Purchaser for any reason;
- (b) the Purchaser claims a refund of any of the Guaranteed Money because of anything under Clause 5.1(a);
- (c) a payment to the Vendor under the Contract is held to be a preference, is set aside by a court, or is not effective because of the operation of a law;
- (d) the Purchaser's liability to pay any of the Guaranteed Money when due or to comply with any of the Purchaser's Obligations is released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way; or
- (e) anything else occurs that would prevent the Vendor from recovering the Guaranteed Money under the guarantee in Clause 4 of this Guarantee and Indemnity.

5.2 The Guarantor will pay to the Vendor on demand an amount equal to any loss, damage, costs or expenses for which the Guarantor indemnifies the Vendor under this Clause 5.

5.3 The Guarantor's Obligations under the indemnity in this clause are separate and independent from the Guarantor's Obligations under the guarantee in Clause 4 of this Guarantee and Indemnity.

6. Guarantee irrevocable until discharged

This guarantee is a continuing security and is irrevocable until discharged.

7. No demand necessary

7.1 The Guarantor's Obligations are principal obligations.

7.2 The Vendor need not, before enforcing the Guarantor's Obligations:

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

- (c) enforce any security the Vendor holds for performance of the Purchaser's Obligations.

8. Guarantor's obligations not affected

The Guarantor's Obligations are unconditional and will not be prejudiced or affected in any way if:

- (a) the Vendor, whether with or without the Guarantor's consent or knowledge:
 - (i) gives the Purchaser more time to pay any of the Guaranteed Money or to comply with any of the Purchaser's Obligations;
 - (ii) grants the Purchaser any other indulgence;
 - (iii) makes any other agreement, compromise or arrangement with the Purchaser or any other person; or
 - (iv) waives an obligation of the Purchaser or another Guarantor;
- (b) the Purchaser or another Guarantor dies or becomes insolvent;
- (c) there is a variation of the Contract or any contract substituted for it;
- (d) the Purchaser nominates a substitute or additional purchaser under the Contract;
- (e) the Vendor receives a payment which the Vendor does not have a legal right to retain;
- (f) now or in the future the Vendor holds any negotiable or other security from any person for payment of the Guaranteed Money or performance of the Purchaser's Obligations; or
- (g) the Vendor releases, exchanges, renews, modifies, varies, or deals in any other way with any judgement, negotiable or other specialty instrument, or any other security the Vendor recovers, holds or may enforce for payment of the Guaranteed Money or performance of the Purchaser's Obligations, or makes an agreement at any time concerning any of these matters.

9. Guarantor waives rights as surety

The Guarantor waives all rights the Guarantor may have under the law (including surety law) that may give the Guarantor the right to be fully or partly released or discharged from the Guarantor's Obligations or restrict or prevent the Vendor from enforcing the Vendor's rights under this Guarantee.

10. Vendor's rights against Purchaser are not affected

The Vendor's acceptance of this Guarantee does not prevent the Vendor from exercising the Vendor's rights in respect of any continuing, recurring or future default by the Purchaser.

11. If the Purchaser enters a composition or arrangement

11.1 The Guarantor must not prove in competition with the Vendor for any money the Purchaser owes the Guarantor if:

- (a) the Purchaser enters into a composition or arrangement with the Purchaser's creditors;
- (b) the Purchaser is an individual and is bankrupt; or
- (c) the Purchaser is a body corporate and an order is made or resolution passed for its winding up, an administrator is appointed to it under the Corporations Law, or it is placed under any form of external management under the Corporations Law.

11.2 The Guarantor authorises the Vendor to:

- (a) prove for all money the Purchaser owes the Guarantor; and
- (b) retain and carry to a suspense account and, at the Vendor's discretion, to appropriate, amounts received in this way until the Vendor has received all money the Purchaser owes the Vendor.

12. Guarantor to pay Vendor's costs

The Guarantor will pay on demand the Vendor's costs (including legal costs on a solicitor and own client basis) of and incidental to enforcing this Guarantee.

13. Notices

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

14. Persons who sign this Guarantee are bound

Each person who signs this Guarantee as Guarantor is bound by it, even if another person named as a Guarantor:

- (a) does not sign it;
- (b) is not or ceases to be bound by it; or
- (c) has no power to sign it.

15. Assignment

15.1 The Vendor may assign all or some of the Vendor's rights under the Contract or this Guarantee, or both, without the Guarantor's consent.

15.2 If the Vendor assigns any of its rights, the Guarantor will execute any document which, in the Vendor's opinion (reasonably held) is necessary to complete the assignment.

16. Interpreting this Guarantee

In this Guarantee:

- (a) unless the context requires a different interpretation:

- (i) the singular includes the plural and the plural includes the singular;
 - (ii) a promise or agreement by two or more persons binds each of them individually and all of them together;
 - (iii) reference to a person includes a body corporate;
 - (iv) a reference to a party to this Guarantee or the Contract includes that party's executors, administrators, successors and permitted assigns; and
- (b) headings are only for convenience and do not affect interpretation.

Schedule to Guarantee

PARTICULARS OF CONTRACT

Vendor: Victorian Highland Pipe Band Association Inc.
Purchaser:
Property: 1132-1134 Riversdale Road, Box Hill South VIC 3128
Date of Contract:

PARTICULARS OF GUARANTORS

Name:
Address:

Name:
Address:

Dated _____ the _____ day of _____, 2022

SIGNED SEALED AND DELIVERED by
in the presence of:

(Signature of Witness)

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Occupation of Witness (Block Letters)

Signature of

SIGNED SEALED AND DELIVERED by
in the presence of:

(Signature of Witness)

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Occupation of Witness (Block Letters)

Signature of

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	1132-1134 RIVERSDALE ROAD, BOX HILL SOUTH VIC 3128
------	--

Vendor's name	Victorian Highland Pipe Band Association Inc.	Date	/ /
Vendor's signature			
	<div>_____</div> Timothy McLeod (Director)		
	<div>_____</div> Timothy Calderan (Secretary)		

Purchaser's name		Date	/ /
Purchaser's signature			
	<div>_____</div>		
Purchaser's name		Date	/ /
Purchaser's signature			
	<div>_____</div>		

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

Not Applicable

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):

☒ Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

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

4.3 Compulsory Acquisition

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

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):

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) ☐ Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

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)

Due diligence checklist

What you need to know before buying a residential property

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 07688 FOLIO 168

Security no : 124096004058R
Produced 08/03/2022 02:56 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 023443.
PARENT TITLE Volume 05897 Folio 245
Created by instrument 2375916 18/01/1951

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
VICTORIAN HIGHLAND PIPE BAND ASSOCIATION INC of 1132-1134 RIVERDALE RD BOX
HILL 3128
V919027H 01/03/1999

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP221022U FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END

TRANSFER OF LAND



Section 45 Transfer of Land Act 1958

Lodged by:

Name: M. A. Leonard

Phone: 9890 8996

Address: P. O. Box 1168, Box Hill, 3128

Ref: ML/VHPDA

Customer Code: 84554

V919027H

010399 1122 45 185

m T1
Office



MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: (volume and folio reference)

CERTIFICATE OF TITLE VOLUME 7688 FOLIO 168

Estate and Interest: (e.g. "all my estate in fee simple")

all my estate in fee simple

Consideration:

\$185,000.00

Transferor: (full name)

MURIEL JEAN McPHERSON

Transferee: (full name and address including postcode)

VICTORIAN HIGHLAND PIPE BAND ASSOCIATION INC. A1853
of 1132-1134 Riversdale Road, Box Hill 3128

Directing Party: (full name)

Dated: 17 FEBRUARY 1999

Execution and attestation

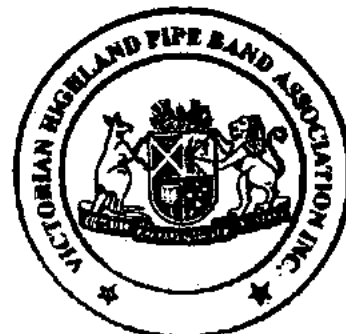
SIGNED by the Transferor

in the presence of:

M. A. Leonard

Johnstone

THE COMMON SEAL OF VICTORIAN HIGHLAND
PIPE BAND ASSOCIATION INC. A1853 was
hereto affixed in accordance with its
rules in the presence of:



A1853

Approval No. 325955A

ORDER TO REGISTER

Please register and issue title to

Signed

Cust. Code:

STAMP DUTY USE ONLY

Not Chargeable Pursuant To
Heading 6 Exemption E4
Trn: 428313 18-FEB-1999
Stamp Duty Victoria: JYBO



THE BACK OF THIS FORM MUST NOT BE USED



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Number of Pages (excluding this cover sheet)	1
Document Assembled	08/03/2022 14:59

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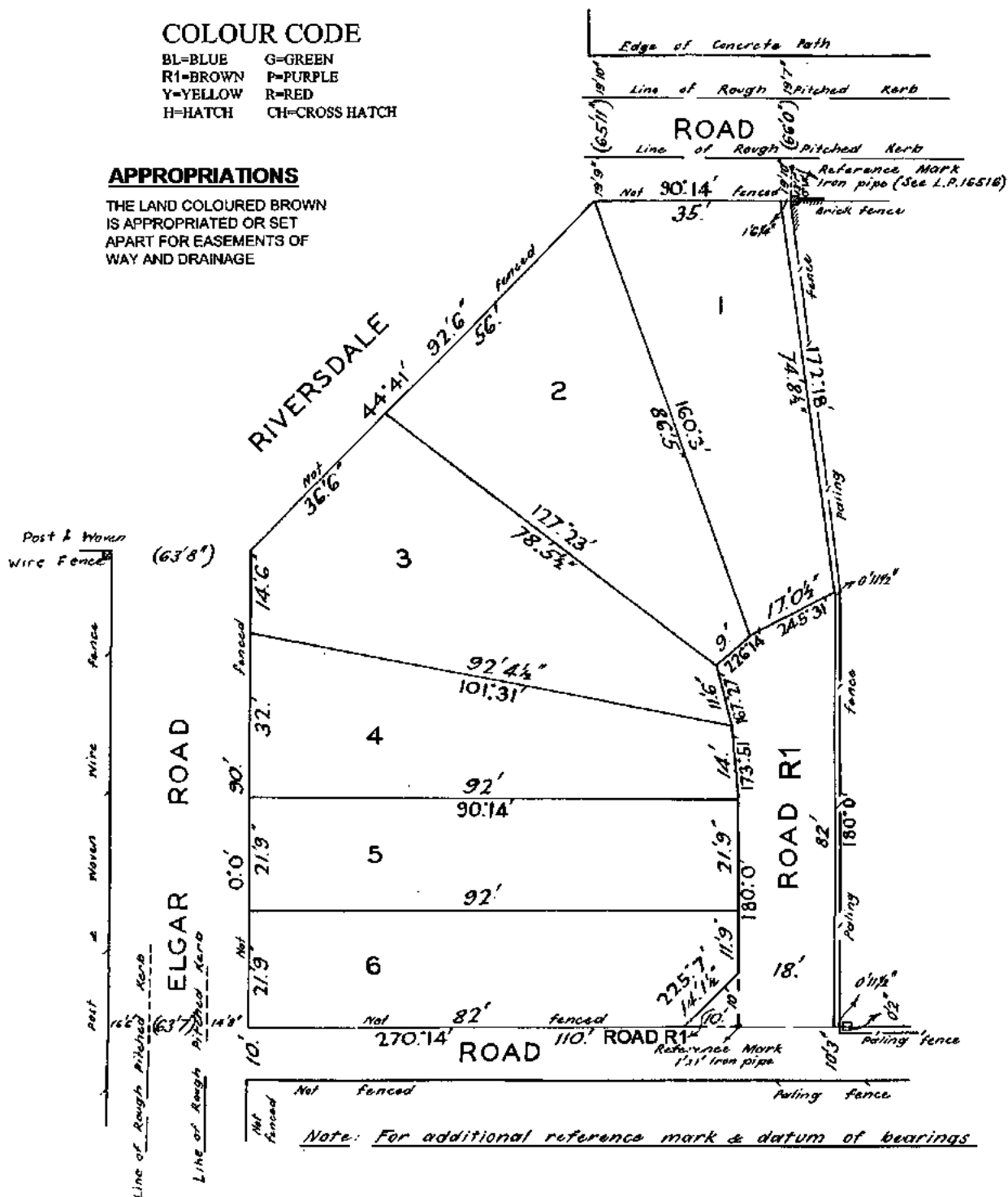
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V 5 8 9 7 F 2 4 5

FEET X 0.3048 = METRES

BL=BLUE G=GREEN
R1=BROWN P=PURPLE
Y=YELLOW R=RED
H=HATCH CH=CROSS HATCH

THE LAND COLOURED BROWN
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
WAY AND DRAINAGE



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Document Identification	TP221022U
Number of Pages (excluding this cover sheet)	1
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TITLE PLAN		EDITION 1	TP 221022U
<div>Location of Land</div> <div>Parish: NUNAWADING</div> <div>Township:</div> <div>Section:</div> <div>Crown Allotment:</div> <div>Crown Portion: 10(PT)</div> <div>Last Plan Reference: LP 23443</div> <div>Derived From: VOL 7688 FOL 168</div> <div>Depth Limitation: NIL</div>		<div>Notations</div> <div>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</div>	
<div>Description of Land / Easement Information</div> <div>E-1 = EASEMENT CREATED BY C/E 2481313</div> <div>A-1 = PARTY WALL EASEMENT APPURTENANT TO THE WITHIN LAND CREATED BY C/E 2481312</div>		<div>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</div> <div>COMPILED: 14/06/2002</div> <div>VERIFIED: BP</div>	
<div></div>			
LENGTHS ARE IN FEET & INCHES		Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 5498
Date of Issue: 11 March 2022
Applicant's Reference: 62830655-013-7:33997

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

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

Assessment Number:	71010	Check Digit:	3
Property Description:	LOT 1 LP 23443 10		
Property Address:	Shop 1132 Riversdale Road, BOX HILL SOUTH VIC 3128		

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2021 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2021.

Site Value:	\$351,000
Capital Improved Value:	\$550,000
Net Annual Value:	\$27,500

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2021 TO 30 JUNE 2022

DECLARED BY COUNCIL 28 JUNE 2021

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2021 TO 30 JUNE 2022

General Rates	946.20
FSPL Fixed Charge	233.00
FSPL Variable Rate	361.90
TOTAL CURRENT LEVIED	\$1,541.10

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING **\$385.00**

FOR PAYMENT INFORMATION SEE BACK PAGE

NOTE:

Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2021/2022 rating year, due dates for instalments are 30 September 2021, 30 November 2021, 28 February 2022 and 31 May 2022. Due date for lump sum payment is 15 February 2022.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies 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 the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.
- G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.
- H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;
- all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and
- unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit <https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply> or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

COMMENTS:

Please note the property at 1134 Riversdale Road, BOX HILL SOUTH currently has two separate rateable assessments on shared Title 7688/168.

This certificate has been issued on Shop 1132 Riversdale Road, BOX HILL SOUTH VIC 3128 and we note you have requested a LIC for 1134 Riversdale Road, BOX HILL SOUTH VIC 3128 to obtain the full rates for this Title.



Authorised Officer: _____

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0000710103
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.



Whitehorse City Council
379–399 Whitehorse Road
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NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 5497
Date of Issue: 11 March 2022
Applicant's Reference: 62712637-014-7:33857

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

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

Assessment Number:	71011	Check Digit:	1
Property Description:	LOT 1 LP 23443 10		
Property Address:	1134 Riversdale Road, BOX HILL SOUTH VIC 3128		

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2021 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2021.

Site Value:	\$164,000
Capital Improved Value:	\$258,000
Net Annual Value:	\$12,900

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2021 TO 30 JUNE 2022

DECLARED BY COUNCIL 28 JUNE 2021

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2021 TO 30 JUNE 2022

General Rates	443.85
FSPL Fixed Charge	114.00
FSPL Variable Rate	15.20
TOTAL CURRENT LEVIED	\$573.05

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING **\$143.00**

FOR PAYMENT INFORMATION SEE BACK PAGE

NOTE:

Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2021/2022 rating year, due dates for instalments are 30 September 2021, 30 November 2021, 28 February 2022 and 31 May 2022. Due date for lump sum payment is 15 February 2022.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies 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 the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.
- G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.
- H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;
- all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and
- unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit <https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply> or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

COMMENTS:

Please note the property at 1134 Riversdale Road, BOX HILL SOUTH currently has two separate rateable assessments on shared Title 7688/168.

This certificate has been issued on 1134 Riversdale Road, BOX HILL SOUTH VIC 3128 and we note you have requested a LIC for Shop 1132 Riversdale Road, BOX HILL SOUTH VIC 3128 to obtain the full rates for this Title.



Authorised Officer: _____

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0000710111
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.

8th March 2022

Wealthsource Conveyancing C/- Triconvey (Reseller)
LANDATA

Dear Wealthsource Conveyancing C/- Triconvey (Reseller),

RE: Application for Water Information Statement

Property Address:	1132 RIVERSDALE ROAD BOX HILL SOUTH 3128
Applicant	Wealthsource Conveyancing C/- Triconvey (Reseller) LANDATA
Information Statement	30677228
Conveyancing Account Number	7959580000
Your Reference	354021

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	1132 RIVERSDALE ROAD BOX HILL SOUTH 3128
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Encumbrance

Property Address	1132 RIVERSDALE ROAD BOX HILL SOUTH 3128
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STATEMENT UNDER SECTION 158 WATER ACT 1989

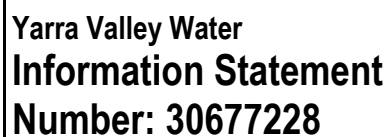
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:

- Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
- Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
- Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Wealthsource Conveyancing C/- Triconvey (Reseller)
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8568720000
Rate Certificate No: 30677228

Date of Issue: 08/03/2022
Your Ref: 354021

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1132 RIVERSDALE RD, BOX HILL SOUTH VIC 3128	1\LP23443	1684842	Commercial

Agreement Type	Period	Charges	Outstanding
Commercial Water Service Charge	01-01-2022 to 31-03-2022	\$71.49	\$0.00
Commercial Water Usage Charge <i>Water Usage – 55.000000kL x \$2.91710000 = \$160.44</i> Estimated Average Daily Usage \$1.64	29-10-2021 to 04-02-2022	\$160.44	\$0.00
Commercial Sewer Service Charge	01-01-2022 to 31-03-2022	\$137.51	\$0.00
Commercial Sewer Disposal Charge <i>Sewage Disposal – 49.500000kL x \$2.02360000 = \$100.17</i> Estimated Average Daily Usage \$1.02	29-10-2021 to 04-02-2022	\$100.17	\$0.00
Parks Fee	01-07-2021 to 30-06-2022	\$80.20	\$0.00
Drainage Fee	01-01-2022 to 31-03-2022	\$39.11	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00
	Total Due		\$0.00

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.



GENERAL MANAGER
RETAIL SERVICES

Note:

- Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of

this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.

3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.

5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.

7. From 01/07/2019, Commercial Water Usage is billed 291.72 cents per kilolitre

8. From 01/07/2019, Commercial Recycled Water Usage is billed 186.34 cents per kilolitre

9. From 01/07/2019, Commercial Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 202.37 cents per kilolitre

10. From 01/07/2019, Commercial Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 202.37 cents per kilolitre

11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 1684842**Address:** 1132 RIVERSDALE RD, BOX HILL SOUTH VIC 3128**Water Information Statement Number:** 30677228**HOW TO PAY**Biller Code: 314567
Ref: 85687200003**Mail a Cheque** with the Remittance Advice
below to:**Yarra Valley Water**
GPO Box 2860 Melbourne VIC 3001**Amount
Paid****Date
Paid****Receipt
Number****Please Note:** BPAY is available for individual property settlements.**PROPERTY SETTLEMENT REMITTANCE ADVICE****Property No:** 1684842**Address:** 1132 RIVERSDALE RD, BOX HILL SOUTH VIC 3128**Water Information Statement Number:** 30677228**Cheque Amount:** \$

16th March 2022

Wealthsource Conveyancing C/- Triconvey (Reseller)
LANDATA

Dear Wealthsource Conveyancing C/- Triconvey (Reseller),

RE: Application for Water Information Statement

Property Address:	1134 RIVERSDALE ROAD BOX HILL SOUTH 3128
Applicant	Wealthsource Conveyancing C/- Triconvey (Reseller) LANDATA
Information Statement	30679040
Conveyancing Account Number	7959580000
Your Reference	354021

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Encumbrance

Property Address	1134 RIVERSDALE ROAD BOX HILL SOUTH 3128
------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Encumbrance

Property Address	1134 RIVERSDALE ROAD BOX HILL SOUTH 3128
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STATEMENT UNDER SECTION 158 WATER ACT 1989

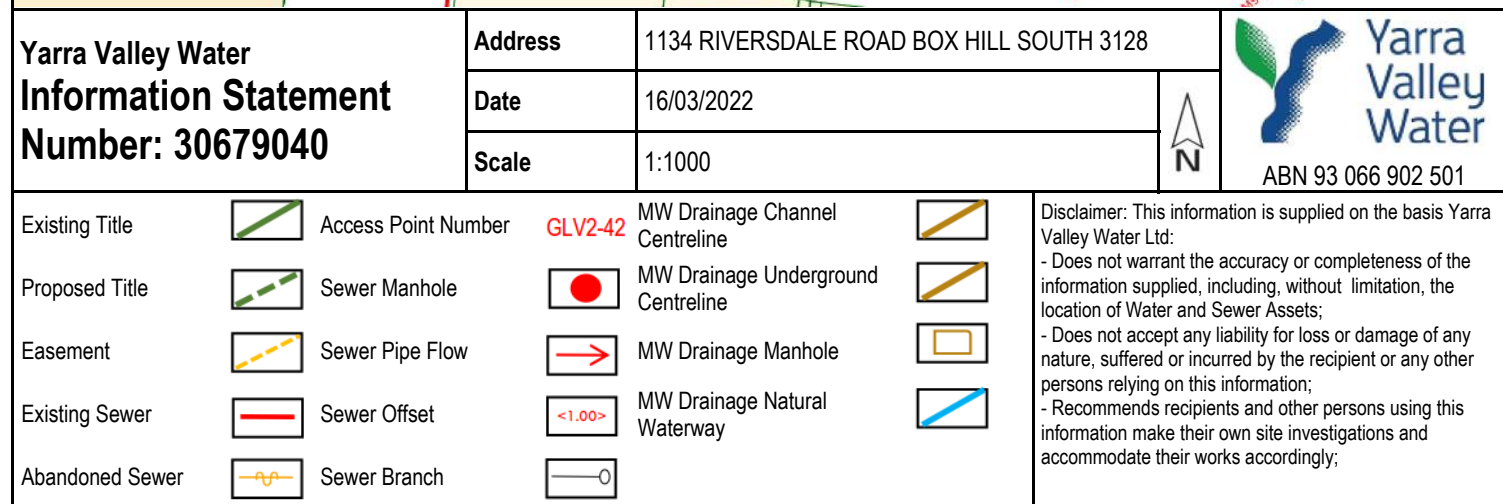
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Wealthsource Conveyancing C/- Triconvey (Reseller)
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 1590348942
Rate Certificate No: 30679040

Date of Issue: 16/03/2022
Your Ref: 354021

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
1134 RIVERSDALE RD, BOX HILL SOUTH VIC 3128	1\LP23443	5136585	Residential

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$0.00
	Total Due		\$0.00

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the

Water Act 1989.

6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.

7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 5136585

Address: 1134 RIVERSDALE RD, BOX HILL SOUTH VIC 3128

Water Information Statement Number: 30679040

HOW TO PAY



Biller Code: 314567
Ref: 15903489427



Mail a Cheque with the Remittance Advice
below to:

Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 5136585

Address: 1134 RIVERSDALE RD, BOX HILL SOUTH VIC 3128

Water Information Statement Number: 30679040

Cheque Amount: \$

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / WEALTHSOURCE CONVEYANCING

Your Reference: 20222774

Certificate No: 52083852

Issue Date: 08 MAR 2022

Enquiries: ESYSPROD

Land Address: 1132 RIVERSDALE ROAD BOX HILL SOUTH VIC 3128

Land Id	Lot	Plan	Volume	Folio	Tax Payable
19195335	1	23443			\$548.65

Vendor: VICTORIAN HIGHLAND PIPE BAND ASSOCIATION INC.

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
VICTORIAN HIGHLAND PIPE BAND ASS	2022	\$351,000	\$548.65	\$0.00	\$548.65

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$550,000

SITE VALUE: \$351,000

AMOUNT PAYABLE: \$548.65

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 52083852

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Information for the vendor

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

Amount shown on Certificate

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

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

Land tax is a first charge on land

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$477.00

Taxable Value = \$351,000

Calculated as \$375 plus (\$351,000 - \$300,000) multiplied by 0.200 cents.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 52083852

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: 52083852

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate
Taxation Administration Act 1997



INFOTRACK / WEALTHSOURCE CONVEYANCING

Your Reference:	20222774
Certificate No:	52586004
Issue Date:	16 MAR 2022
Enquiries:	ESYSPROD

Land Address: 1134 RIVERSDALE ROAD BOX HILL SOUTH VIC 3128

Land Id	Lot	Plan	Volume	Folio	Tax Payable
12974089	1	23443			\$256.35

Vendor: VICTORIAN HIGHLAND PIPE BAND ASSOCIATION INC.
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
VICTORIAN HIGHLAND PIPE BAND ASS	2022	\$164,000	\$256.35	\$0.00	\$256.35


Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

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.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$258,000
SITE VALUE:	\$164,000
AMOUNT PAYABLE:	\$256.35



Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 52586004

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
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 - Land tax for the current tax year that has not yet been assessed, and
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Information for the purchaser

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 - The request is within 90 days of the original Certificate's issue date, and
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For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$164,000

Calculated as \$0 plus (\$164,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 52586004

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: 52586004

Visa or Mastercard

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

sro.vic.gov.au/paylandtax



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Wealthsource Conveyancing C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 354021

NO PROPOSALS. As at the 8th March 2022, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

1132 RIVERSDALE ROAD, BOX HILL SOUTH 3128
CITY OF WHITEHORSE

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 8th March 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 62712637 - 62712637145620 '354021'

PROPERTY REPORT

From www.planning.vic.gov.au at 08 March 2022 03:04 PM

PROPERTY DETAILS

Address: **1132 RIVERSDALE ROAD BOX HILL SOUTH 3128**
Lot and Plan Number: **Lot 1 LP23443**
Standard Parcel Identifier (SPI): **1\LP23443**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **244411**
Directory Reference: **Melway 61 A2**

www.whitehorse.vic.gov.au

Note: There are 2 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

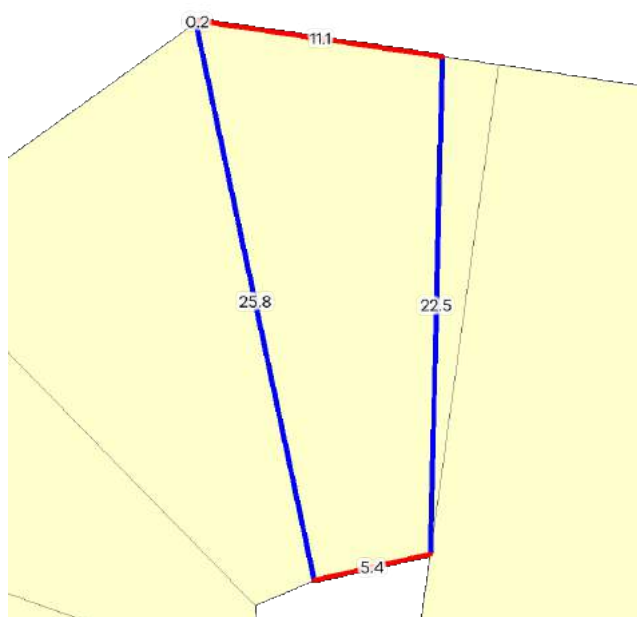
This property is not in a designated bushfire prone area.

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

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

SITE DIMENSIONS

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



Area: 196 sq. m

Perimeter: 65 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **BURWOOD**

PLANNING INFORMATION

Planning Zone: [COMMERCIAL 1 ZONE \(C1Z\)](#)
[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)

Planning Overlay: [DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 4 \(DDO4\)](#)

PROPERTY REPORT

Planning scheme data last updated on 2 March 2022.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

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It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

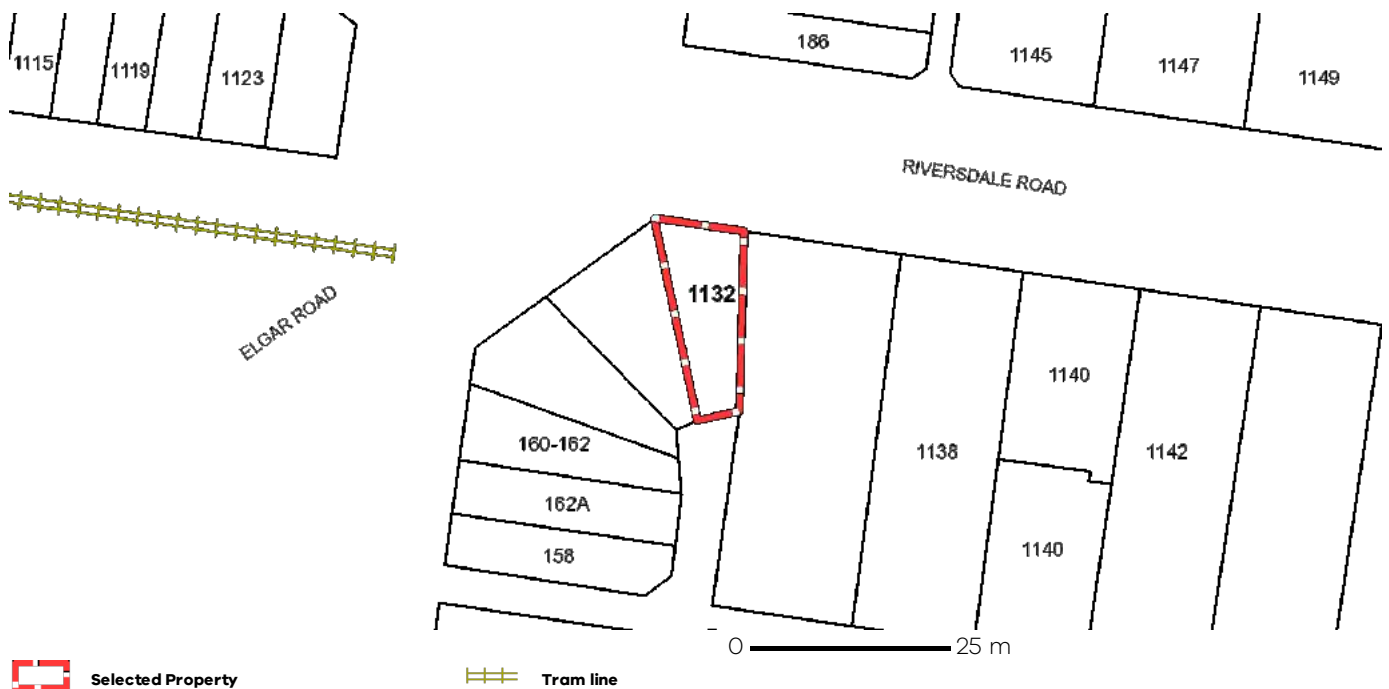
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 08 March 2022 03:04 PM

PROPERTY DETAILS

Address: **1132 RIVERSDALE ROAD BOX HILL SOUTH 3128**
Lot and Plan Number: **Lot 1 LP23443**
Standard Parcel Identifier (SPI): **1\LP23443**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **244411**
Planning Scheme: **Whitehorse**
Directory Reference: **Melway 61 A2**

www.whitehorse.vic.gov.au

[Planning Scheme - Whitehorse](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **BURWOOD**

OTHER

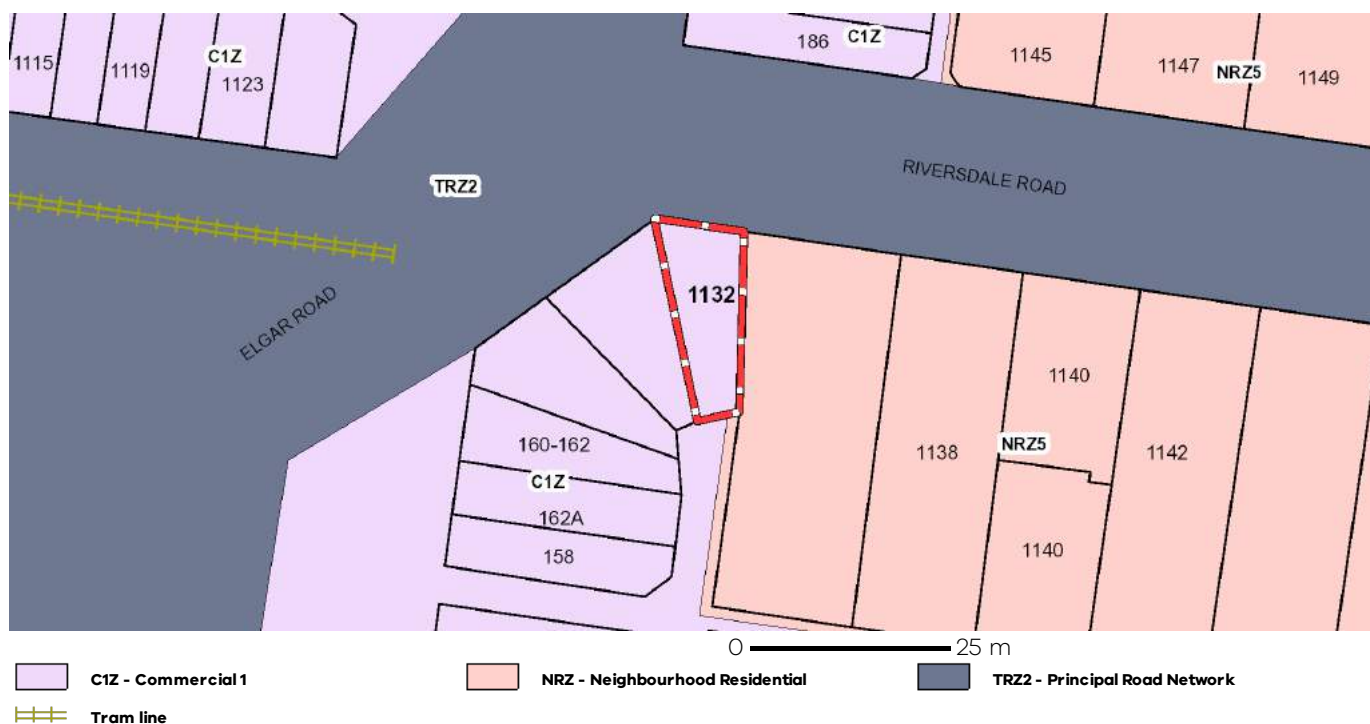
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)

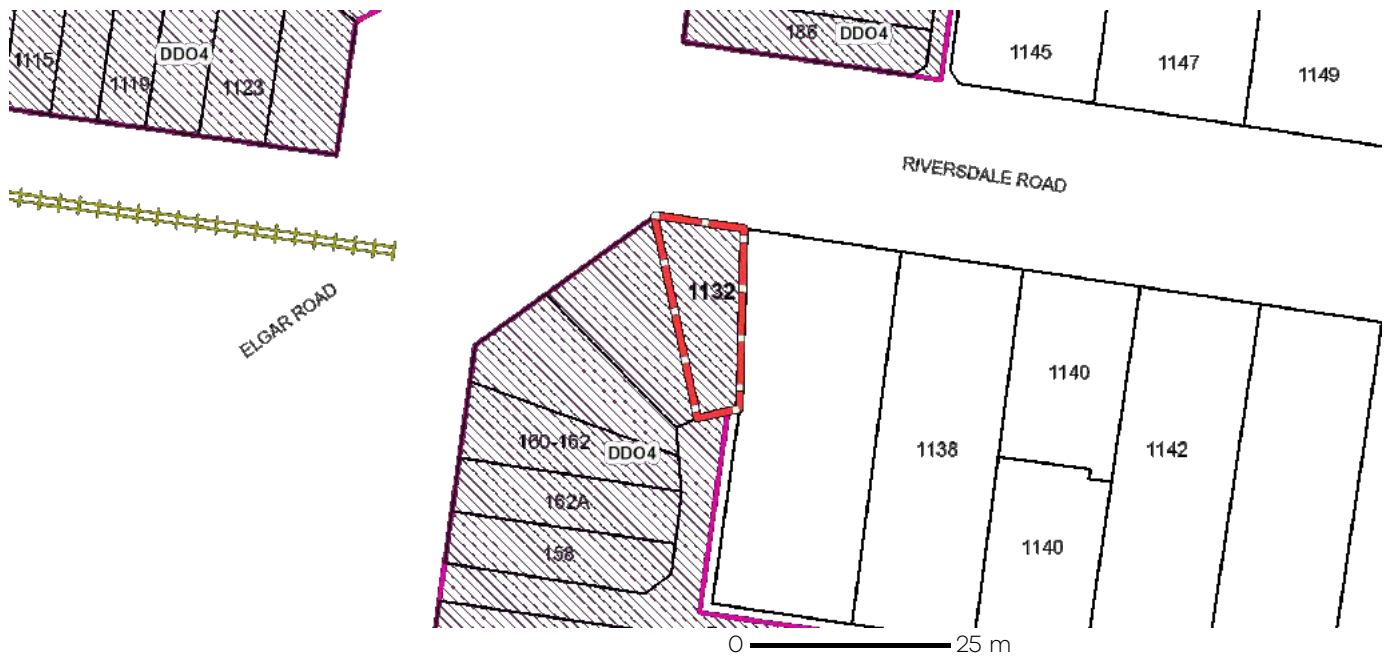


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 4 (DDO4)



 DDO - Design and Development

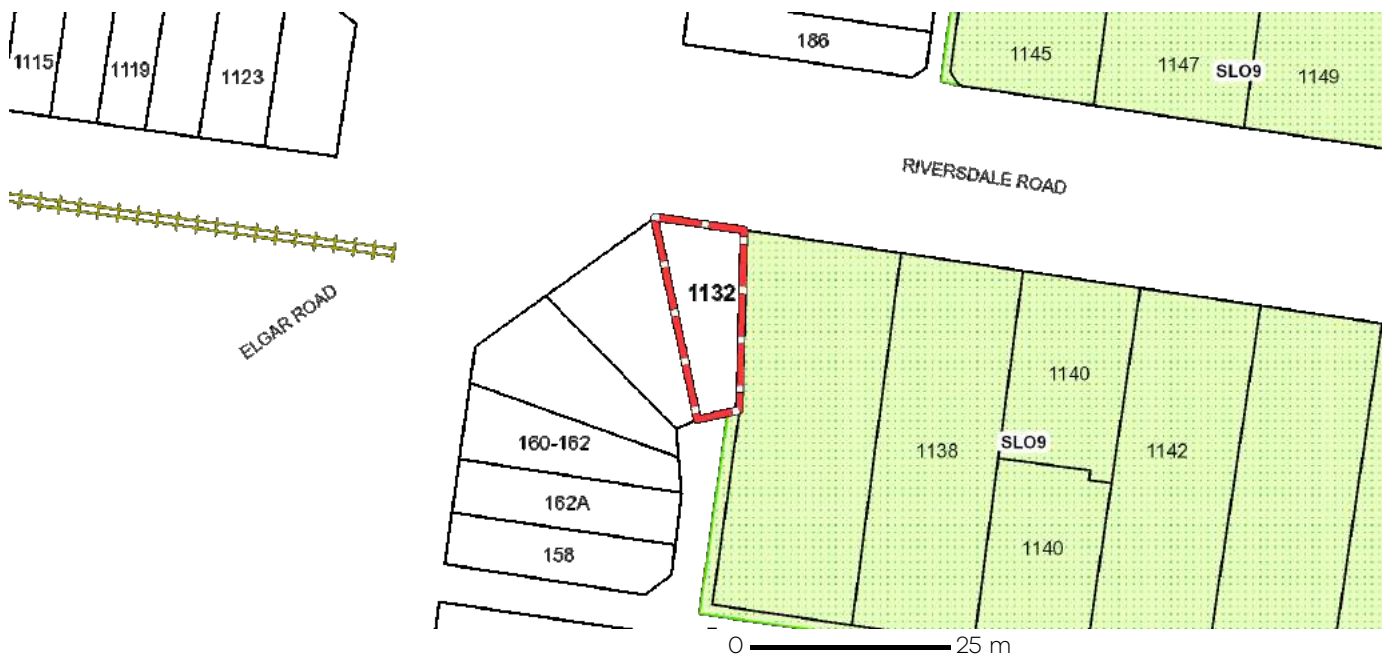
 Tram line

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SIGNIFICANT LANDSCAPE OVERLAY (SLO)



 SLO - Significant Landscape

 Tram line

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 2 March 2022.

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

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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 <https://mapshare.maps.vic.gov.au/vicplan> 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 <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

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

Native Vegetation

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

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://environment.vic.gov.au)

PROPERTY REPORT

From www.planning.vic.gov.au at 08 March 2022 03:08 PM

PROPERTY DETAILS

Address: **1134 RIVERSDALE ROAD BOX HILL SOUTH 3128**

Lot and Plan Number: **Lot 1 LP23443**

Standard Parcel Identifier (SPI): **1\LP23443**

Local Government Area (Council): **WHITEHORSE**

Council Property Number: **244412**

Directory Reference: **Melway 61 A2**

www.whitehorse.vic.gov.au

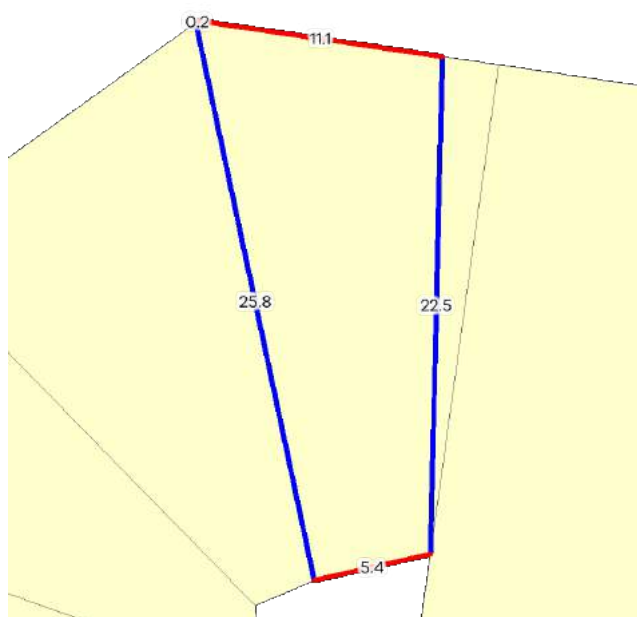
Note: There are 2 properties identified for this site.
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SITE DIMENSIONS

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



Area: 196 sq. m

Perimeter: 65 m

For this property:

— Site boundaries

— Road frontages

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

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UTILITIES

Rural Water Corporation: **Southern Rural Water**

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Melbourne Water: **Inside drainage boundary**

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Legislative Assembly: **BURWOOD**

PLANNING INFORMATION

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[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)

Planning Overlay: [DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 4 \(DDO4\)](#)

PROPERTY REPORT

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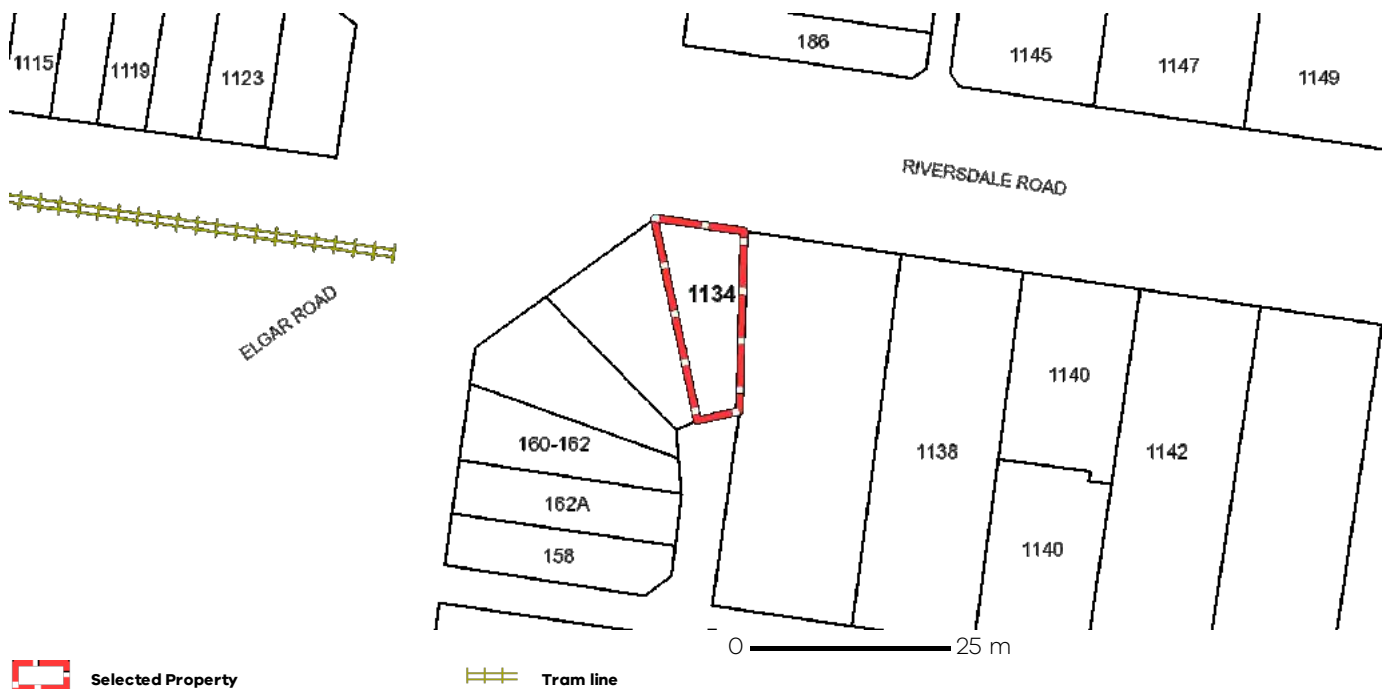
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Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 08 March 2022 03:08 PM

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Directory Reference: **Melway 61 A2**

www.whitehorse.vic.gov.au

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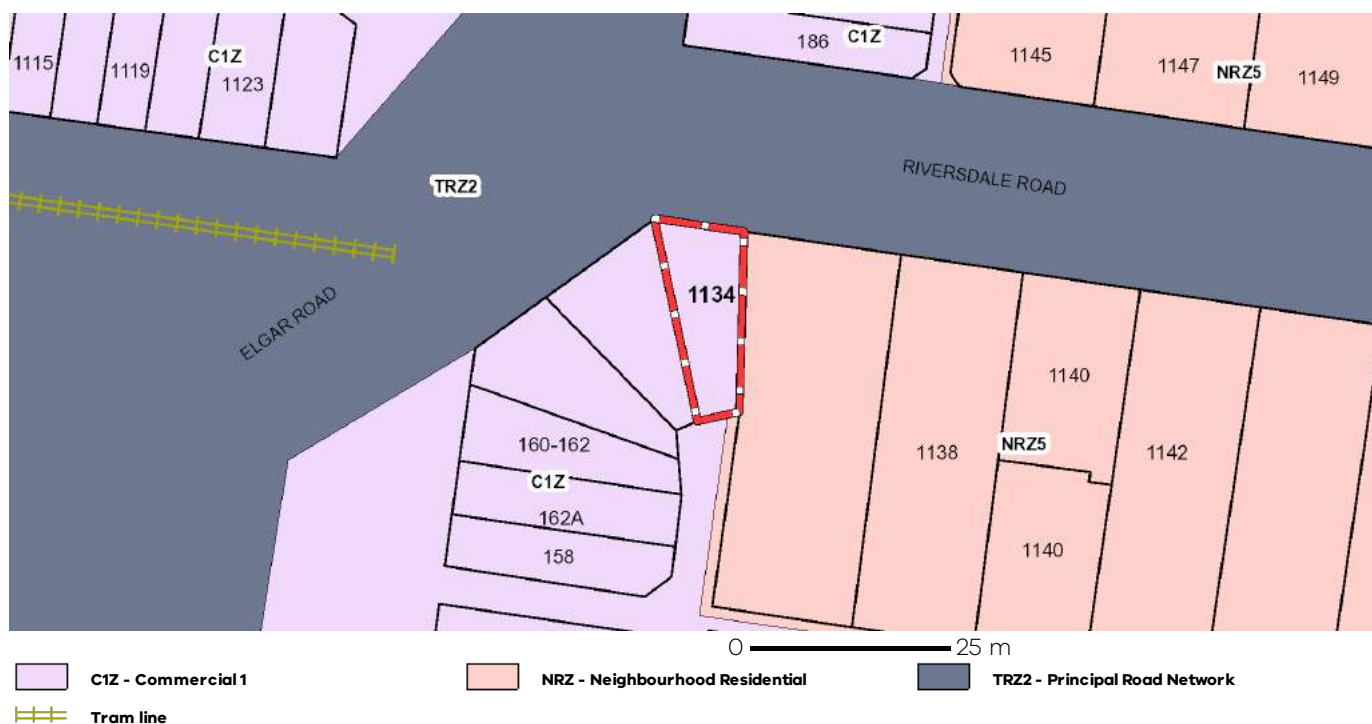
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
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[View location in VicPlan](#)

Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)

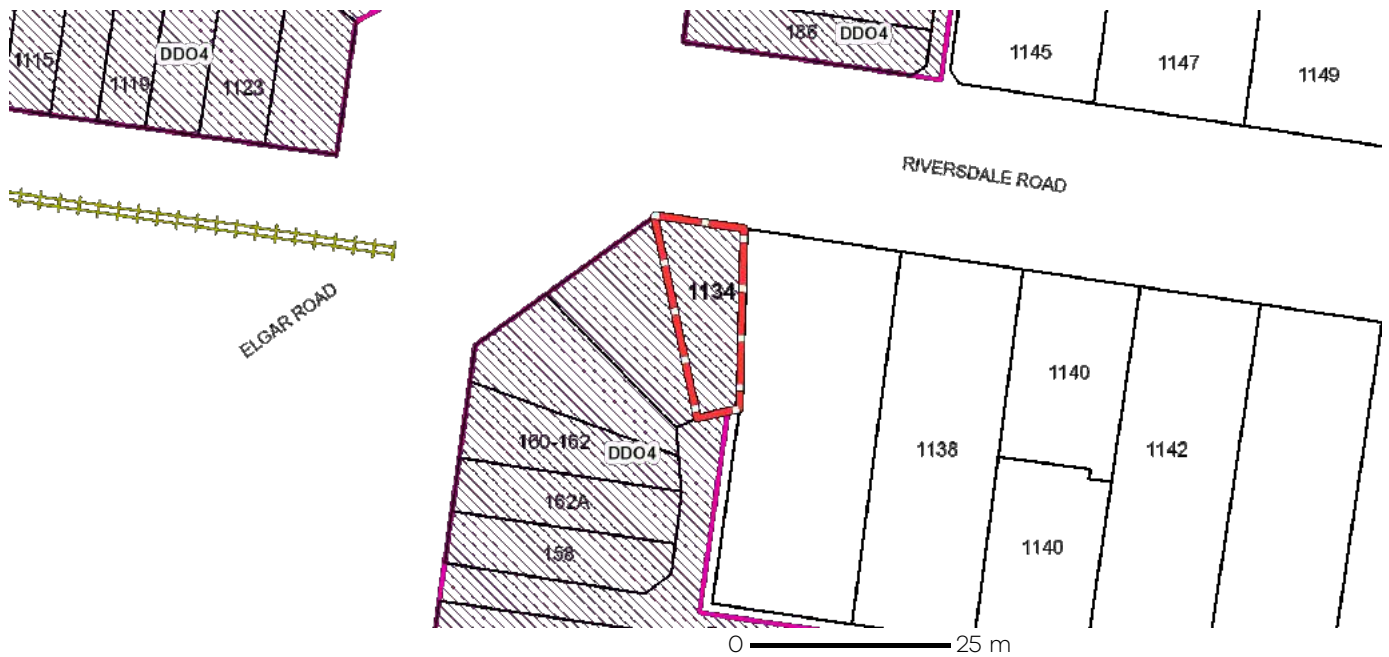


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Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 4 (DDO4)



OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SIGNIFICANT LANDSCAPE OVERLAY (SLO)



Further Planning Information

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Native Vegetation

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

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://environment.vic.gov.au)



98 South Parade, BLACKBURN, VIC 3130
Tel: 03 9894 2044 Fax: 03 9894 2043
Email: blackburnrentals@stockdaleleggo.com.au

RESIDENTIAL TENANCIES LEASE

AGENT: Libella Helena Pty Ltd, Trading As Stockdale & Leggo Blackburn
ACN: 006 221 183 ABN: 91 321 778 290.

- i. All attachments accompanying this agreement must be signed and dated as acknowledgement that they have been read and agreed to by both parties.
- ii. At the start of the tenancy Stockdale & Leggo Blackburn (hereafter "the Agent") have provided the tenant with a copy of "Renting a Home: A Guide for Tenants and Landlords" booklet published by Consumer Affairs Victoria. Further to that the tenant has received a copy of the Agent's Tenancy Kit.
All parties should retain a signed copy of this agreement for their records and future reference.

CONDITIONS OF AGREEMENT

1. LEGISLATION

- (a) Each party must comply with the *Residential Tenancies Act 1997* (Vic) (hereafter "the Act"). Any clause in this lease cannot override the Act. The Agent has a firm understanding of the Act and will assist with all your enquiries.
- (b) All parties using the premises as a tenant, visitor, tradesperson, Landlord, or Agent must comply with the Laws and Acts that govern us. These include, but are not limited to: *Residential Tenancies Act 1997* (Vic), *The Australian Consumer Law* as set out in Sch. 2 of *Competition and Consumer Act 2010* (Cth), *Australian Consumer Law and Fair Trading Act 2012* (Cth), *Victorian Civil & Administrative Act 1998* (Vic), *Privacy Act 1988* (Cth), *Electronic Transactions Act 2000* (Vic), *Estate Agents Act 1980* (Vic), *Owners Corporation Amendment Act 2013* (Vic), *Occupier's Liability Act 1983* (Vic), *Banking Act 1959* (Cth), and *Sale of Land Act 1962* (Vic).

2. REPRESENTATIONS AND WARRANTIES

In entering this agreement, the tenant has not relied on any representations, statements or warranties made or given by the Landlord or Agent not contained in this agreement and confirms, understands and agrees to the terms contained in this agreement. This lease forms the whole of the agreement between the parties. No amendment, alteration or addition to this agreement will be valid unless in writing and signed by the tenant and the Landlord or their managing agent; being Stockdale & Leggo Blackburn.

3. REASONABLY CLEAN

- (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 entire period of their occupation.
- (c) There is a definition of "reasonably clean" in the Stockdale & Leggo Blackburn's Tenancy Kit.

4. GOOD REPAIR OF PREMISES

- (a) The Landlord must ensure that the premises are maintained in good repair at the commencement of this agreement. Gardens must be mowed, weeded, watered, and kept tidy. Thereafter, the tenant must maintain all indoor and outdoor areas in a similar manner at all times, fair wear and tear excepted, unless otherwise specified under Section 26 (Special Conditions).
- (b) If the Landlord owns or controls the common areas relating to those premises, the Landlord must take reasonable steps to ensure the common areas are maintained in good repair at all times.

Initial 

5. QUIET ENJOYMENT

- (a) The Landlord must take all reasonable steps to ensure that the tenant has quiet enjoyment of the premises.
- (b) The tenant must ensure that all reasonable steps are taken to ensure that neighbours have their own quiet enjoyment of their property. The local Council will have a timetable of acceptable noise levels and times.

6. INSURANCE

- (a) The tenant will not knowingly do or allow anything to be done on the premises that may invalidate the Landlord's insurance policies or result in the premiums being increased above the normal rate.
- (b) The tenant agrees to pay to the Landlord any excess incurred as a result of the accidental breakage of (including but not limited to) glass, toilet bowls, or wash basins in the premises if the damage has been caused by the tenant or by a person the tenant has allowed or permitted to be on the premises. The obligation does not apply if the accidental breakage is caused by the Landlord, the Agent or their contractors.
- (c) The tenant acknowledges that the Landlord's insurance policies do not provide cover for the tenant's possessions. (Note: it is strongly recommended the tenant takes out contents insurance to adequately cover his/her possessions).

7. LIABILITIES

- (a) The Landlord or Agent will not be liable for any loss, injury or damage suffered by the tenant or other person(s) the tenant has allowed or permitted on the premises with respect to either person or property. The tenant indemnifies the Landlord and the Agent against all liability with respect to loss, injury or damage to the tenant or other persons on the property of either occurring on the premises as a result of any act or omission by the tenant or others on the premises with the consent of the tenant. This indemnity does not apply to loss, injury or damage caused by the Landlord, agent or their contractors.
- (b) The tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or the agent in relation to the suitability of the premises for the tenant's purpose or in respect of the furnishings, fittings or appurtenances of the premises, otherwise than as provided herein.
- (c) The tenant will indemnify the Landlord against liability for injury or loss sustained by any person or a person's property because of the negligence of the tenant or the negligence of a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the Landlord, the Agent or their contractors.

8. ILLEGAL PURPOSES

- (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 of neighbouring premises.
- (c) Should the tenant become aware of any illegal activity about the property they must report it to the police and Landlord or their Managing Agent immediately.

9. CONNECTIONS

- (a) The Landlord is liable for the costs and charges set out in section 53(1) and (if applicable) section 54 of the Act. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts.)
- (b) The tenant is liable for the costs and charges set out in section 52 of the Act. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts.) (i.e. water usage)
- (c) If a service is damaged or disconnected because of the fault of the Landlord or the Agent or the fault of their contractors, the Landlord must have the service repaired or reconnected and pay the expense of doing so.
- (d) If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, the tenant must have the service repaired or reconnected and pay the expense of doing so.
- (e) If the tenant disconnects or changes the supplier of a service, the tenant must pay any expense in connection with having the service disconnected and another service connected.
- (f) The tenant is responsible for all connection/disconnection costs, fees & charges + 100% of any NBN connections.
- (g) The landlord is responsible for 100% of the new phone line connection and 100% of an established home connection, including if a new external phone line is required to the property from the street, if the landlord agrees.

10. NO PETS

The tenant must not keep any animal, bird, or other pet on the premises without first obtaining the written permission of the Landlord or the Agent. When permission is granted, this will be stated under Section 26 (Special Conditions). Permission will not be unreasonably withheld. In giving permission, the Landlord may impose reasonable conditions, including exercise. It is not unreasonable for the Landlord or the Agent to withhold permission if the rules of an Owners' Corporation prohibit pets being on common property or kept on the premises. If an occupant of the premises is legally blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an Owners' Corporation.

11. RENT DEEMED PAID

- (a) The tenant acknowledges that rent must be paid promptly in advance & received by the agent on or before the due date. Arrears are not permitted. The rent is deemed received when it is CLEARED in the Agent's Trust Account.
- (b) For the purposes of sections 8(1) and (2) of the *Electronic Transactions Act 2000* (Vic), the Landlord and the tenant all consent to information being given to them by means of electronic communication. In this additional term "electronic communication" has the same meaning as in section 3(1), and "information" has the same meaning as "giving information" in section 8(5) of the *Electronic Transactions Act 2000* (Vic).
- (c) Stockdale & Leggo Blackburn is a cash free environment. For the protection of the employees, cash may be refused or the tenant may be directed to pay at the Agent's place of banking directly.
- (d) It is your responsibility to ensure there is a reference on your rental payment. Payments transferred or deposited without the correct reference will be lost and can cause you to fall into arrears. Your reference when paying via internet transfer is the number and address of the property. (i.e. 98 SOUTH)

12. COMMON SENSE

1. The tenant agrees:

- (a) The tenant agrees to store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and/or waste receptacles must be kept in the place specifically provided for the purpose (if any). The tenant must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables. At all other times the Council bins must not be stored in a position that is visible from the street.
- (b) The tenant must, as soon as practicable, notify the Landlord or the Agent of any blockages or defects in drains, water services, or sanitary systems. No item that could cause a blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water, or caused by the tenant or a person the tenant has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the Landlord, the Agent or their contractors.
- (c) The tenant will have the carpet professionally steam cleaned upon vacating the premises and provide the Landlord or Agent with a receipt for payment of the work.
- (d) If the tenant hangs washing outside or airs articles, the clothes line (if any) provided with the premises must be used. The tenant must not hang washing or air articles on common property, unless facilities for doing so are provided for the tenant's use. The tenant must use the facilities in the manner required by the Owners' Corporation.
- (e) The tenant must replace all damaged, defective, or broken light globes, spotlights, and/or fluorescent tubes (including starters) during the term, at the tenant's expense. This obligation does not extend to replacing light globes, spotlights, and/or fluorescent tubes (including starters) damaged, broken, or made defective by the Landlord, or the Agent or their contractors.
- (f) The tenant must not store lubricants or flammable liquids (including, but not limited to, kerosene and motor fuels) at the premises.
- (g) The tenant must not service or repair a motor vehicle, motorcycle, or boat at the premises, excepting minor routine maintenance (excluding greasing, de-greasing, and oil changing), and washing and polishing.
- (h) The tenant must not bring on to or use at the premises a heater which uses flammable liquid or bottled gas.

2. The tenant must primarily use the premises as a residence.

If the tenant wants to use the premises as a residence and for an ancillary purpose, the tenant must first obtain the Landlord's written consent. Consent is at the Landlord's discretion. If consent is given it may be subject to reasonable conditions and, before this agreement terminates, the tenant must comply with section 64(2) of the Act.

3. The tenant agrees:

- (a) The tenant will maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants, and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered (water restrictions, if any, permitting), unless otherwise specified under Section 26 (Special Conditions). When watering, the tenant must comply with restrictions, if any.
- (b) If the garden is watered by a watering system and/or using tank water, tenant will maintain the system and/or tank(s) in the state of repair and condition it or they were in at the start of the tenancy (fair wear and tear excepted). The tenant is not required to repair damage caused by the Landlord, the Agent, or their contractors.

4. In the event the tenant breaches any of these matters the Landlord has the right to repair them at the tenant's expense.

This includes, but is not limited to, any call out fee from a tradesman for the lighting of a hot water service, gas heater or turning on a safety switch. Common sense prevails.

13. SMOKE ALARMS

- (a) The tenant must conduct regular checks to ensure smoke detectors are in proper working order, if the Landlord, the Agent or their contractors provides information to the tenant about how to conduct a check. *(Note: regular checks are a requirement for the safety of occupants and security of the rented premises.)*
- (b) The tenant must, as soon as practicable, notify the Landlord or the Agent if a smoke detector is not in proper working order.
- (c) The tenant must replace expired or faulty smoke detector batteries with replacement batteries, as the need arises. In any event, on the first Sunday of October each year (commencement of daylight saving time), the tenant must replace smoke detector batteries with replacement batteries (unless your Landlord has agreed to contribute towards the annual SMARTHOUSE FIRE SOLUTION program).
- (d) "Replacement batteries" means batteries that are new, of a reputable brand, and of appropriate durability.

14. DAMAGES

- (a) The tenant must ensure that all reasonable steps are taken to avoid damage in the rented premises and the common areas.
- (b) The tenant must take reasonable steps to ensure that anyone that the tenant has allowed or permitted to be on the premises that might does not cause damage to the premises. This obligation does not extend to the Landlord, Agent or their contractors.
- (c) The tenant must notify the Landlord or Agent as soon as practicable upon becoming aware of any defects in the premises that might injure a person or cause damage to the premises, or any other matter which may arise to a liability pursuant to the *Occupier Liability Act 1983 (Vic)*.
- (d) The tenant shall be responsible to immediately report any malicious damage to the Victorian Police force, the Agent, and supply a copy of the Police Report to the agent. Without a police report the Landlord cannot make an insurance claim and therefore the tenant will be deemed liable.
- (e) The tenant shall be responsible and liable for the replacement or the repair or pay compensation for any damages caused due to their negligence (or their visitors), i.e. broken glass, plumbing blockages, holes in the walls etc. All repairs must be completed in a tradesman-like manner.

15. ALTERATIONS

- (a) The tenants must obtain the Landlord's or Agent's written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The Landlord's or the Agent's written consent is also required before any nail, screw, or other fastener or adhesive is affixed to the inside or outside of the premises. The Landlord's or the Agent's consent will not be unreasonably withheld but may be given subject to conditions. Reasonable conditions include (but are not limited to) removal of the thing affixed when the tenancy is terminated or comes to an end and the making good of any damage caused to the premises by the installation or removal of that thing.
- (b) The tenant agrees not to remove, without the Landlord's written permission, any fixture attached to the property.
- (c) The tenant agrees to notify the Landlord of any damage caused by removing any fixture attached by the tenant.
- (d) The tenant agrees to repair any damage they have caused by negligence, removing any fixture and/or compensate the Landlord for the cost of the repair or the Landlord's loss. This includes inside or outside; dead gardens, lawns, trees, etc.

16. INSPECTIONS

The Landlord, the Agent or any person authorised in writing by the Landlord, must comply by the Act during the currency of this agreement may only enter the residential premises in the following circumstances (but not limited to):

- (a) To show the premises to a prospective buyer(s) or mortgagee representative. The tenant will be provided 24 hours' notice on each occasion.
- (b) Where a notice to vacate or a notice of intention to vacate has been given, a notice of entry may be exercised within 14 days of the termination date for the purposes of showing the premises to a prospective tenant.
- (c) To enable the Landlord to carry out a duty under The Act, which includes, but not limited to, inspecting any maintenance before and after a qualified tradesman has attended any works and general inspections.
- (d) To inspect, carry out, view concluded repairs or breaches by tenant and / or tradesman.
- (e) Concerns pertaining to the property being used for illegal and/or breach of lease purposes.21.

17. URGENT REPAIRS

- (a) The Landlord has authorised Stockdale & Leggo Blackburn to undertake urgent repairs to a specified amount. This authorisation is only in the event that the Agent cannot contact the Landlord within 3 Business days. In this event the Agent has the authority to authorise repairs.
- (b) The tenant has a full page dedicated to Stockdale & Leggo Blackburn's procedure of Urgent Repairs in their Tenancy Kit. Common sense prevails. Immediately, under the Act, is 3 business days according to this lease. The tenant must report all urgent maintenance items in writing.
- (c) The office number 9894 2044 is your 24/7 contact number for all urgent repairs. The Agent is authorised to spend no more than \$3,000 plus GST for any required works.

18. GENERAL REPAIRS AND MAINTENANCE

- (a) Any non-urgent matters constitute general maintenance. All general maintenance issues must be delivered to the Agent in writing (email is sufficient).
- (b) There is no time limit for general maintenance matters to be completed. These issues are via the consent of the Landlord. The Agent has no grounds to authorise or allocate any urgent repair monies for general maintenance works in the event the Landlord cannot be contacted.
- (c) If the tenant is not happy with the way in which the Landlord or the Agent is handling their general maintenance issue(s), the tenant has the right to follow the complaint procedures under the Act. The tenant cannot withhold rent under any circumstances.

19. RENT INCREASES

- (a) The Landlord cannot increase the rent during the fixed term unless this agreement sets out an amount of the increase or the method of calculating the amount of the rent increase during a fixed term tenancy.
- (b) The Landlord must comply with the Act and give the tenant at least 60 days' written notice in the prescribed form for a proposed rent increase. The tenant has the right under the Act to dispute any rent increase; only on the grounds that the increased amount is excessive in current market conditions.
- (c) If this is not a fixed term tenancy agreement, the Landlord may increase the rent by giving the tenant 60 days' notice required by *Residential Tenancies Regulations 2008*. The Landlord must not increase the rent more than once every 6 months.
- (d) If the tenant disagrees with a rent increase sought by the Landlord, the tenant may apply to the Director of Consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.

20. FEES AND CHARGES

- (a) The tenant must not assign or sub-let the whole or any part of the premises (including Airbnb) without the written consent of the Landlord. The Landlord's consent must not be unreasonably withheld. Any change of a name to a lease by a tenant after the commencement date and signed leases exchanged, including Bond Transfers, incurs a \$100 plus GST fee.
- (b) The Landlord must not demand or receive any fee or payment from a potential tenant for the consent of a tenancy before or after a lease is to be signed. The Landlord can seek reimbursement for any extra or usual fees, costs or charges incurred by the Landlord in relation to the preparation of a written assignment, bank credit checks or Title searches or the like, for the lease or new lease preparation / changes to a lease. This usually incurs a \$100 plus GST fee and is at the discretion of the Landlord and will not be charged without the tenant's prior knowledge.
- (c) There is a \$20 plus GST fee for any request and / or reproduction of hardcopy information which has already been provided to the tenant or landlord (i.e. leases, statements etc.). Stockdale & Leggo Blackburn are a paperless office.
- (d) In the event that a tenant breaks their lease prior to the expiry of the lease, the tenant agrees to pay the re-letting costs being 5% of the annual rent, all advertising incurred in re-letting, plus rent payable until a new tenant is secured and agree that this amount may be taken from the bond and all rental payable up to commencement date of any new tenancy. A break of lease document will be emailed to the tenant in the event that this should occur. This will be payable to the Agent by the outgoing tenant at the commencement of any marketing, or marketing cannot commence. This amount cannot be subject to any pro-rata calculations for any portion of the tenancy.
- (e) 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. For the purpose of this clause, "fees 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 (Cth)*.
- (f) The tenant may change the locks of the premises. If the tenant changes the locks, the tenant must give the Landlord or the Agent duplicate keys to the changed locks as soon as practicable. The tenant may change the code of an alarm at the premises. If the code is changed, the tenant must advise the Landlord or the Agent of the changed code as soon as practicable. Should the tenant require the Agent to let them in due to lost keys or being locked out of the premises, a fee of \$100 plus GST will apply if we come out (office opening hours only). In the event that you find you have been locked out, out of office hours, it is YOUR responsibility to coordinate a locksmith at your OWN cost.
- (g) The tenant must not grant a license 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 license over, or the parting with occupation of, the premises or a party 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 or agents written consent which, if given, may be subject to reasonable terms and conditions and a fee of \$100 plus GST.

21. OWNER'S CORPORATION

- (a) The tenant must comply with the rules of the Owners Corporation. These rules form part of your obligations under this lease. If your property is not a part of an Owner's Corporation these rules offer good neighbouring guidelines.

22. BOND MONEY

- (a) 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.
- (b) If the tenant does not receive a bond receipt (or there are errors or omissions in their receipt) from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority directly on: 1300 137 164 and your Agent to notify both parties of this error or omission; in an attempt to correct the receipt.
- (c) A tenant must not refuse to pay rent on the grounds that the tenant intends to regard as rent paid by the tenant's bond or any part of the bond paid in respect of the rented premises in accordance with S.428 of the Act; Penalty 20 penalty units applies plus the outstanding rent.
- (d) When the tenancy comes to an end one of three things may happen:
 - (i) The bond will be refunded to the tenant in full within 14 days of possession being handed over
 - (ii) There will be an agreement between all parties for monies to be deducted or
 - (iii) In the event an agreement does not come to fruition within the 14 days the matter will be referred to VCAT for a resolution. If the matter is referred to VCAT all parties will pay their own costs.

23. NOTICE TO VACATE

On termination of this agreement in accordance with Part 6 of the Act the tenant agrees:

- (a) If the tenant intends to vacate the premises at the end of the tenancy, written notice of the tenant's intention to vacate must be given to the Landlord or the Agent 28 days before the tenancy comes to an end.
- (b) If the Landlord requires possession of the premises when the lease ends, the Landlord will give the tenant a notice in the manner required by The Act.
- (c) To give 28 day's written notice. The notice begins when the Agent receives your notification. You will receive our written confirmation (via email) within 7 days; if not, we have not received your notice and will not accept any inference of you complying with correct notice to vacate procedure.
- (d) To deliver up vacant possession in accordance and in line with the termination date, you must book an appointment with your property manager to hand over possession by 11am. The tenant's obligation to pay rent continues until the time the keys are returned, subject to the Landlord taking reasonable steps to mitigate any loss by attempting to re-let the premises.
- (e) To deliver up all keys plus security devices, garage remotes pursuant to the initial condition report and final inspection guide in your Tenancy Kit.
- (f) To leave the premises as neatly as possible, in the same condition (fair wear and tear excepted) as set out in the condition report for this residential premises.
- (g) To remove all of the tenant's property and belongings from the premises including rubbish and items in the premises and on the nature strip that is not the property of the Landlord.
- (h) To advise as soon as possible of the tenant's contact details, forwarding address and information. It is the tenant's responsibility to re-direct their mail and ask for final meter readings, ensure 'Main Switch' is in 'off' position and disconnect their utility connection.
- (i) The termination of this agreement by notice or otherwise shall not affect either party's right to compensation for breach of the terms of this agreement.
- (j) The tenant will allow the Landlord or the Agent to erect a "for lease" sign on the premises during the last month of the tenancy if required. The tenant will allow the Landlord or the Agent to erect an "auction" or a "for sale" sign on the premises at any time. A sign must be positioned so as not to interfere with the tenant's quiet enjoyment of the property.

24. PRIVACY POLICY

- (a) The Landlord and the Agent respects the tenant's right to their privacy. All parties must, and will, comply with the Privacy Act 1988.
- (b) For the purpose of managing this tenancy the Landlord and / or the Agent will need to pass on some of your contact information to third parties. These parties may include, but not limited to: Stockdale & Leggo employees, insurance companies, financial institutions, Government bodies, tradespeople and other Agents.
- (c) The tenant has the Agent's full privacy statement in their Tenancy Kit and application form.

25. COMPLAINTS PROCEDURE

- (a) The tenant has a full copy of the Agent's Complaint Resolution policy in their Tenancy Kit.
- (b) The steps to follow should you feel you have any complaint against the Agent are as follows:
 - i. Speak to your Property Manager directly.
 - ii. Put your concerns to the Director; Frank Molinaro.
 - iii. Should you still believe your issue has not been rectified satisfactorily, write your concerns to the Officer in Effective Control; Lena Molinaro.
 - iv. In the unlikely event you are still not satisfied; feel free to write to the Complaints Desk at Stockdale & Leggo Corporate Office.
 - v. If all avenues have been exhausted, the situation has not been rectified in your opinion and you still feel you wish to pursue your issue further; you can voice your concerns to Consumer Affairs Victoria, but *only if the previous 4 steps have been exhausted.*

26. SPECIAL CONDITIONS

- (a) The Tenant **MUST** notify the Agent, before commencing, if they are planning on organising and carrying out any maintenance or alterations to the property.
- (b) The Tenant acknowledges that the Tenant accepts the property in the condition as inspected.

Initial 

27. LEASE SCHEDULE

In accordance with Section 26 of the *Residential Tenancies Act 1997* (Vic) and Regulation 7 of the *Residential Tenancies Regulations 2008*, this agreement is made on the **3 April 2018** between the Landlord care of their managing agents; *Libella Helena Pty Ltd Trading As Stockdale & Leggo Blackburn* at 98 South Parade, Blackburn VIC 3130, email: blackburnrentals@stockdaleleggo.com.au phone (03) 9894 2044 and the tenant via the following conditions in this lease and schedule:

LEASE SCHEDULE

Item 1: Date of Agreement: 3rd day of April 2018

Item 2: Landlord: Victorian Highland Pipe Band Association Inc
Address: C/- Stockdale & Leggo Real Estate,
98 South Parade, BLACKBURN, VIC 3130

Item 3: Address: 98 South Parade, BLACKBURN, VIC 3130
Tel: 9894 2044 Fax: 9894 2043

Item 4: Tenant: Debra Foy

Address: 1134 Riversdale Road, BOX HILL SOUTH, VIC 3128

Item 5: Premises: 1134 Riversdale Road, BOX HILL SOUTH, VIC 3128

Item 6: Rental: \$280.00 Per Week
\$1,217.00 Per Calendar Month

(Rent to be paid monthly in FULL by the 13th of each month, always one month in advance)

Item 7: Lease Commencing on: 13th day of June 2018

Item 8: Rental Payments to Agent/Landlord:
Stockdale & Leggo Blackburn
Via electronic transfer: CBA
BSB: 063 498 A/No: 1001 4369

*Item 9: Bond: \$542.00
Where there is more than one tenant and they do not contribute equally to the total bond the amounts they each contribute are listed here:
Name: Amount:
Name: Amount:

Item 10: Authorised Urgent Repairs: \$3,000.00 Urgent Repairs: Tel: 9894 2044 Fax: 9894 2043

Item 11: Fixed Term: **12 MONTHS**

Item 12: Commencement Date: 13th day of June 2018

Item 13: Termination Date: 12th day of June 2019

OR *delete where applicable

*Periodic Tenancy

Item 13: Commencement date: _____ day of _____

Signed by the Tenant/s: _____ Date: 24/4/18

In the presence of: _____ (Witness)

Signed by the Landlord/s: _____ (Secretary) Date: 24/4/18

In the presence of: _____ (Witness)

Notar: Use of this guarantee is subject to the provisions of Section 37 & Section 38 of the Residential Tenancies Act, 1997.

Guarantee: To the within Named Landlord _____

I/WE hereby guarantee the punctual performance by the within named tenant of all the terms conditions & covenants contained in the above Agreement. You may without effecting my/our liability under this Agreement grant time or other concession to or compromise with the Tenant & this Guarantee shall be a continuing Guarantee in all respects.

Signed, Sealed & Delivered _____ (Guarantor)

In the presence of: _____ (Witness)

The TENANT hereby acknowledges having received a copy of Statement of Rights & duties, one copy of the Condition Report & a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act, 1997.

Signed & date by the Tenant/s: _____

Stockdale & Leggo® 98 South Parade, Blackburn 3130 Tel: 9894 2044 Fax: 9894 2043

"Together We Succeed"

LEASE OF REAL ESTATE

B E T W E E N

**VICTORIAN HIGHLAND PIPE BAND ASSOCIATION INC.
(A.B.N. 22 815 902 821)**

"LANDLORD"

and

KEON TOWNS PTY LTD (A.C.N. 054 660 972)

"TENANT"

and

PAUL GALILEOS and ANITA GALILEOS

"GUARANTORS"

*This document may require to be added to or amended to ensure its suitability for a particular transaction.
For that reason you may need to consult with a solicitor.*



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(May 2003 revision)

LEASE OF REAL ESTATE
(WITH GUARANTEE & INDEMNITY)
(Commercial Property)

The **Landlord** leases the **Premises** to the **Tenant** for the **Term** and at the **Rent** and on the conditions set out in this lease together with all necessary access over any common areas.

The **Guarantor**, if any, agrees to be bound by the **Guarantor's** obligations set out in this lease.

EXECUTED AS A DEED ON

DATE: 16 / 5 / 2005

SIGNED by the LANDLORD

SIGNED by the TENANT

SIGNED by the GUARANTOR

in the presence of:

in the presence of:

in the presence of:

Witness Full Name:

Witness Full Name:

Witness Full Name:

Address:

Address:

Address:

Phone No:

Phone No:

Phone No:

Use the signing clauses as needed and or delete them or create further clauses as necessary.

LANDLORD

TENANT

GUARANTOR

1. Paul Galileos
2. Anita Galileos

SIGNED by the LANDLORD/S

SIGNED by the TENANT/S

SIGNED by the GUARANTOR/S

1. X Paul Galileos
2. X Anita Galileos

in the presence of:

in the presence of:

in the presence of:

Witness Full Name:

Witness Full Name:

Witness Full Name:

KATE RAPTOPOULOS

Address:

Address:

Address:

27 ERIC AVE

LOWER TEMPLESTONE 3107

Phone No:

Phone No:

Phone No:

9852 - 1844

EXECUTED for and on behalf of

Victorian Highland Pipe Band
Association Inc (ABN 22 815 902 821)

by Authority of the Board of Directors in
the presence of

President

Secretary

EXECUTED for and on behalf of

Keon Towns Pty Ltd (ACN 054 660 972)

by Authority of the Directors in the
presence of

X Paul Galileos
Director

X Anita Galileos
Director / Secretary

EXECUTED for and on behalf of

by Authority of the Directors in the
presence of

Director

Director / Secretary

SCHEDULE

Important Notice to the Person Completing This Schedule

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant, and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations, and/or additions so it agrees with the instructions you have received. Pay particular attention to clauses 2, 3, 6, 11, 15 and 17 AND to the completion of this schedule. You should record any deletions, alterations, and/or additions in schedule Item 22.

Item 1
[1.1]

Landlord

VICTORIAN HIGHLAND PIPE BAND ASSOCIATION INC (ABN 22 815 902 821) OF 9/
145 Maroondah Highway, Ringwood 3134, Victoria

Item 2
[1.1]

Tenant

KEON TOWNS PTY LTD (ACN 054 660 972) of the registered office at 77 Aldinga Street,
Blackburn South 3130, Victoria

Item 3
[1.1]

Guarantor

PAUL GALILEOS and ANITA GALILEOS both of 77 Aldinga Street, Blackburn South
3130, Victoria

Item 4
[1.1]

Premises

The premises situated at and known as 1132 Riversdale Road, Box Hill South 3128

Land

Volume 5897 Folio 245

Item 5
[1.1]

Landlord's Installations

Lights and Gas Heater

Item 6
[1.1]

Rent

\$1,344.00 (inclusive of GST) per calendar month

Item 7
[1.1]

Tenant's Installations

The Tenant shall provide a list of Tenant's Installation.

Item 8
[1.1]

Term of the lease

years starting on

Eighteen (18) Months

Item 9
[2.1.1]

How Rent is to be paid

\$1,544.00 (inclusive of GST) per month payable monthly in advance to the Landlord Real Estate Agent, Stockdale and Leggo, or as the Landlord otherwise direct in writing.

Item 10
[2.1.2]

Outgoings which the Tenant must pay or reimburse

Land tax (unless the Act applies), and council and water authority rates and levies

And any other outgoings which the tenant is to pay.

[20.7]

Tenant's proportion of Building Outgoings

- (a) in relation to **Building Outgoings** that benefit all of the premises in the **Building**: the proportion that the **Lettable Area** of the **Premises** bears to the total lettable area of the **Building**, which at present is 40 %;
- (b) in relation to **Building Outgoings** that benefit the **Premises** and other premises but not all of the premises in the **Building**: the proportion that the **Lettable Area** of the **Premises** bears to the total **Lettable Area** of all premises (including the **Premises**) that benefit from the outgoing;
- (c) in relation to **Building Outgoings** that benefit only the **Premises**: 100%

Item 11
[2.1.7]

Risks which the insurance policies must cover *

- . Fire
- . Flood
- . Lightning
- . Storm and Tempest
- . Explosion
- . Riots and Civil Commotion
- . Strikes
- . Malicious Damage
- . Earthquake
- . Impact by Vehicles
- . Impact by Aircraft and articles dropped from them
- . Internal Flood Water

**

**

and such other risks as the Landlord reasonably specifies from time to time.

** Add any other risks required to be covered

* Delete risks not required to be covered

Item 12 [2.1.7 & 2.3]	Amount of public risk insurance cover \$10,000,000.00 or other amount reasonably specified from time to time by the Landlord.
Item 13 [2.1.7]	Period of loss of rent and outgoings insurance Not Stated
Item 14 [2.1.10]	Interest rate on overdue money 2% per annum more than the rate from time to time fixed by the Penalty Interest Rates Act 1983
Item 15 [2.2.1]	Permitted use Hairdressing Salon
Item 16 [2.2.1, 11, 18]	Review date(s) N/A Market review date(s): On each anniversary of the Commencement Date CPI review date(s): N/A Fixed review date(s) and percentage increases or fixed amount: N/A
Item 17 [2.1.1, 11, 18]	Who may initiate reviews N/A Market review: In accordance to the Act CPI review: Review is automatic Fixed review: Review is automatic
Item 18 [12]	Further term(s) NIL
Item 19 [12]	Latest date for exercising option NIL

Item 20
[13]

Security deposit
\$1,344.00

Item 21
[16.1]

The mediation process applies to this lease
No

Item 22
[19]

Additional provisions:
[use Annexure A if applicable]

22.1 This lease shall commence from the date of execution provided the Security Deposit and one month advance rental has been paid to the Landlord or the Landlord's Real Estate Agent and the keys to the premises are handed over to the Tenant ("the Commencement Date")

22.2 The Tenant shall be given 30 days rent free period commencing from the Commencement Date to enable the Tenant to install the Tenant's Installations.

22.3 Any renewal of this lease shall be at the discretion of the Landlord.

22.4 The Tenant shall be required to purchase the Tenant's own contents, stock, public liability and other business insurance.

22.5 The premises is serviced by one water meter and it is agreed that the Landlord shall pay \$80 per quarter and any additional usage above that amount shall be borne by the Tenant.

22.6 Deleted Clauses

The following Clauses shall be deleted from this lease:

22.6.1 Clause 10.1.2;

22.6.2 Clause 10.1.3;

22.6.3 Clause 10.1.4.

22.7 Termination of Lease

22.7.1 Notwithstanding the provisions of this lease, either party may during the term of this lease terminate this lease by serving on the other party a notice advising of the date of termination of lease ("the Notice of Termination").

22.7.2 The Notice of Termination cannot be served within nine (9) months and one (1) day after the Commencement Date, and must specify a date of termination that is not less than two (2) month after the date of service of the Notice of Termination.

22.7.3 If the Tenant remains in possession of the premises after the expiration of the term, then either party may terminate this lease by serving a Notice of Termination on the other party in accordance with this Clause, with the exception that the date of termination must be a period of not less than one (1) full rent month from the date of service of the Notice of Termination.

ANNEXURE A

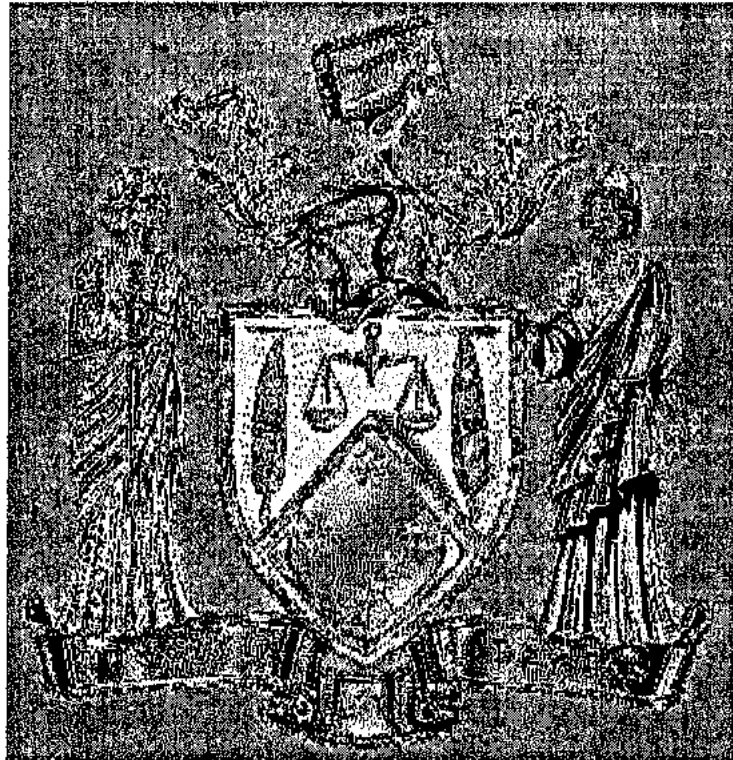
Not Applicable

This document may require to be added to or amended to ensure its suitability for a particular transaction.

For that reason you may need to consult with a solicitor.

LEASE OF REAL ESTATE

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May 2003 Revision**



- Important Notice To The Person Preparing This Lease -

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CONDITIONS

1. DEFINITIONS AND INTERPRETATION

This lease is to be interpreted according to the following rules –

The listed expressions in **bold print** have the meaning set out opposite them –

EXPRESSION	MEANING
Accounting Period	the period of 12 months (or any broken period) adopted by the Landlord in respect of this lease for recovery of Building Outgoings
Act	the Retail Leases Act 2003
Building	any building which includes the Premises
Building Outgoings	<p>any of the following expenses incurred in respect of the Building, the Premises or any premises in the Building which include the Premises and to which its recovery would be contrary to the Act:</p> <ul style="list-style-type: none"> • rates, levies and assessments imposed by any relevant authorities; • taxes including land tax (unless the Act applies), calculated on the basis that the Land is the only land of the Landlord liable to tax but excluding income tax and capital gains tax; • insurances including excesses paid or payable on claims; • costs incurred in providing services to the Building including: <ul style="list-style-type: none"> - heating - cooling - airconditioning - cleaning - pest control - waste collection - lighting - landscaping - security, and - fire prevention, detection and control; • the costs of maintaining, repairing and replacing the Landlord's Installations; • the costs of maintaining and repairing the Building; • accountancy and audit fees; and • costs of whatever description, reasonably incurred by the Landlord in the administration, management or operation of the Building; <p>at cost to the Landlord on the basis that an expense is deemed to have been paid at the time it fell due for payment but, if the Act applies, only to the extent permitted by the Act and, in any event, excluding capital expenditure</p>
Building Rules	any rules adopted from time to time for the Building and, until replaced or modified, the rules (if any) attached to this lease
Common Areas	<p>areas in the Building or on the Land that are under the control of the Landlord and are used or intended for use –</p> <ul style="list-style-type: none"> • by the public; or • in common by tenants of premises in the Building in relation to the carrying on of businesses on those premises, <p>other than areas which are let or licensed, or intended to be let or licensed, other than on a casual basis.</p>

GST	GST within the meaning of the GST Act .
GST Act	A New Tax System (Goods and Services Tax) Act 1999 (as amended).
Guarantor	the person named in Item 3
Item	an item in the schedule to this lease
Land	means the parcel of land on which the Building is erected and which is described in Item 4
Landlord	the person named in Item 1 , or any other person who will be entitled to possession of the Premises when this lease ends
Landlord's Installations	the installations of the Landlord in the Premises or the Building or on the Land and those installed by the Landlord after the lease starts and including the installations listed in Item 5
Lettable Area	<p>If the Act applies, has the meaning given to it for the purposes of the Act, but otherwise means:</p> <ul style="list-style-type: none"> • in relation to the Premises, the area let; and • in relation to the Building, the total area of the Building that is let or licensed or intended to be let or licensed, other than on a casual basis
Premises	the Land and Buildings described in Item 4 and the Landlord's Installations within the Premises
Rent	the amount in Item 6 , or as varied in accordance with this lease
Tenant	the person named in Item 2 , or any person to whom the lease has been transferred
Tenant's Agents	the Tenant's employees, agents, contractors, customers and visitors
Tenant's Installations	the installations listed in Item 7 and those installed by the Tenant after the lease starts
Term	the period stated in Item 8
Valuer	a person holding the qualifications or experience specified under section 13DA(1A) of the Valuation of Land Act 1960.

- 1.1 References to laws include statutes, regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the premises. Illegal means contrary to a law as defined in this sub-clause.
- 1.2 This lease must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this lease does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the lease.
- 1.3 The law of Victoria applies to this lease.
- 1.4 Any change to this lease must be in writing and signed by the parties.
- 1.5 An obligation imposed by this lease on or in favour of more than one person binds or benefits all of them jointly and each of them individually.
- 1.6 The use of one gender includes the others and the singular includes the plural and vice versa.
- 1.7 If the **Landlord**, **Tenant** or **Guarantor** is an individual, this lease binds that person's legal personal representative. If any of them is a corporation, this lease binds its transferees.
- 1.8 This lease, including all guarantees and indemnities, is delivered and operates as a deed.
- 1.9 Where this lease requires the **Tenant** do or refrain from doing something, the **Tenant** is required to ensure that the **Tenant's Agents** do or refrain from doing the thing, as the case may be.

2. TENANT'S OBLIGATIONS

2.1 The Tenant must -

- 2.1.1 pay the **Rent** without any deductions to the **Landlord** on the days and in the way stated in **Item 9** without the need for a demand. The **Landlord** may direct in writing that the **Rent** be paid to another person. The **Rent** is reviewed on each review date specified in **Item 16** -
 - (a) on a market review date, the **Rent** is reviewed in accordance with clause 11,
 - (b) on a CPI review date, the **Rent** is reviewed in accordance with clause 18, and
 - (c) on a fixed review date, the **Rent** is either increased by the fixed percentage or changed by or to the fixed amount, in either case specified in **Item 16** in respect of that review date.
- 2.1.2 pay, except for the outgoings listed in **Item 10** for which the **Tenant** receives notices directly, and reimburse within 7 days those which the **Landlord** requests; but:
 - (a) land tax, if it is one of the outgoings, is to be calculated on a single holding basis of the **Premises**, unless the **Premises** are only part of the **Building** in which case land tax is to be calculated as if the **Land** were the single holding. However, if the **Act** applies, the **Tenant** is not liable to pay or reimburse land tax, and
 - (b) the **Tenant** is not obliged to pay special fees or charges for capital items levied by a body corporate.
- 2.1.3 produce receipts for paid outgoings within 7 days of a request.
- 2.1.4 pay when due all charges for the provision of services to the **Premises** including gas, electricity, water and telephone.
- 2.1.5 pay when due the expenses of operating, maintaining and repairing any heating, cooling or air conditioning equipment exclusively serving the **Premises** but excluding expenses of a capital nature.
- 2.1.6 comply with the **Landlord's** reasonable requirements in relation to the use of the **Landlord's Installations** or any services provided by the **Landlord**.
- 2.1.7 pay or reimburse within 7 days of a request the premiums and charges for the following insurance policies taken out by the **Landlord**:
 - (a) damage to and destruction of the **Premises**, for their full replacement value, for the risks listed in **Item 11**,
 - (b) removal of debris,
 - (c) breakdown of **Landlord's Installations**,
 - (d) breakage of glass,
 - (e) public risk for any single event for the amount stated in **Item 12**, or if none is stated, for \$10 million, and
 - (f) loss of rent and outgoings for the period stated **Item 13**, or if none is stated, for 9 months.
- 2.1.8 pay when due the costs of removal of waste and sewage.
- 2.1.9 pay the appropriate apportionment of the outgoings listed in **Item 10** and the premiums referred to in clause 2.1.7 at the start and end of the **Term**, and in each of these cases the **Landlord** must produce the relevant assessments and invoices to support the calculation.
- 2.1.10 pay on demand interest at the rate stated in **Item 14** on any **Rent** or other money which the **Tenant** has not paid within 7 days of the due date. Interest is to be calculated daily from the due date and continues until the overdue money is paid.
- 2.1.11 pay on demand the **Landlord's** reasonable expenses of -
 - (a) the negotiation, preparation, settling, execution and stamping of this lease.
 - (b) change, transfer, surrender or ending of this lease, except at the end of the **Term**, or where the change occurs at the **Landlord's** request.
 - (c) the subletting of the **Premises**.
 - (d) any breach of this lease by the **Tenant**.
 - (e) the exercise or attempted exercise by the **Landlord** of any right or remedy against the **Tenant**.but, if the **Act** applies, only to the extent to which the **Act** permits recovery.
- 2.1.12 pay any stamp duty on this lease, on any renewal, and any additional stamp duty after a review of **Rent**.
- 2.1.13 comply with all laws relating to the use or occupation of the **Premises**.

- 2.2 The **Tenant** must not, and must not let anyone else -
- 2.2.1 use the **Premises** except for the permitted use stated in Item 15.
 - 2.2.2 use the **Premises** for any illegal purpose.
 - 2.2.3 carry on any noxious or offensive activity on the **Premises**.
 - 2.2.4 do anything which might cause nuisance, damage or disturbance to a tenant, occupier or owner of any adjacent property.
 - 2.2.5 conduct an auction or public meeting on the **Premises**.
 - 2.2.6 use radio, television or other sound-producing equipment at a volume that can be heard outside the **Premises**.
 - 2.2.7 do anything which might affect any insurance policy relating to the **Premises** by causing -
 - (a) it to become void or voidable, or
 - (b) any claim on it being rejected, or
 - (c) a premium to be increased.
 - 2.2.8 keep or use chemicals, inflammable fluids, acids, or other hazardous things on the **Premises** except for the permitted use, or create fire hazards.
 - 2.2.9 place any sign on the exterior of the **Premises** without the **Landlord's** written consent.
 - 2.2.10 make any alteration or addition to the **Premises** without the **Landlord's** written consent. Consent is entirely in the **Landlord's** discretion.
 - 2.2.11 install any fixtures or fittings, except those necessary for the permitted use, without the **Landlord's** written consent.
 - 2.2.12 bring onto the **Premises** any object which by its nature or weight might cause damage to the **Premises**, without the **Landlord's** written consent.
 - 2.2.13 except in an emergency, interfere with any of the services or equipment in the **Premises** or in any property of which the **Premises** form part.
- 2.3 The **Tenant** must -
- 2.3.1 take out and keep current an insurance cover in the name of the **Tenant** and noting the interest of the **Landlord** for public risk for any single event for the amount stated in Item 12, or if none is stated, for \$10 million with an extension which includes the indemnities given by the **Tenant** to the **Landlord** in this lease.
 - 2.3.2 maintain the insurance cover with an insurer approved by the **Landlord**, but the **Landlord** must not withhold approval unreasonably.
 - 2.3.3 ensure that each insurance policy requires the insurer to give 21 days written notice of cancellation to the **Landlord** before cancelling or refusing to renew the policy.
 - 2.3.4 produce satisfactory evidence of insurance cover on written request by the **Landlord**.

3. REPAIRS AND MAINTENANCE

- 3.1 In this clause, if this lease is a renewal under an option in an earlier lease (whether or not the renewal is, or an earlier renewal was, on terms substantially different to those of the option), "start of the lease" means the starting date of the first lease to contain an option for renewal.
- 3.2 Except for fair wear and tear and subject to clause 3.4, the **Tenant** must keep the **Premises** in the same condition as at the start of the lease and properly, repaired and maintained. The **Tenant** must also comply with all notices or orders affecting the **Premises** which are issued during the **Term**.
- 3.3 In addition to its obligations under clause 3.2, the **Tenant** must -
- 3.3.1 refinish all finished surfaces in a workmanlike manner with as good quality materials as previously at least once every 5 years during the **Term** and any other term.
 - 3.3.2 keep the **Premises** properly cleaned and free from rubbish, keep waste in proper containers and have it removed regularly.
 - 3.3.3 immediately replace glass which becomes cracked or broken with glass of the same thickness and quality.
 - 3.3.4 immediately repair defective windows, lights, doors, locks and fastenings, and replace missing light-globes and fluorescent tubes, keys and keycards.
 - 3.3.5 maintain in working order all plumbing, drainage, gas, electric, solar and sewerage installations and fire prevention, detection and control apparatus.

- 3.3.6 promptly give written notice to the **Landlord** or **Landlord's agent** of -
- (a) damage to the **Premises** or of any defect in the structure of or any of the services to the **Premises**,
 - (b) service by any authority of a notice or order affecting the **Premises**,
 - (c) any hazards threatening or affecting the **Premises**,
 - (d) any hazards arising from the **Premises** for which the **Landlord** might be liable.
- 3.3.7 immediately make good damage caused to adjacent property by the **Tenant** or the **Tenant's Agents**.
- 3.3.8 permit the **Landlord**, its agents or workmen to enter the **Premises** during the normal business hours, after giving reasonable notice except in cases of emergency -
- (a) to inspect the **Premises**,
 - (b) to carry out repairs or agreed alterations, and
 - (c) to do anything necessary to comply with notices or orders of any relevant authority,
- bringing any necessary materials and equipment.
- 3.3.9 carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the **Tenant** is obliged to make good under this lease. If the **Tenant** does not comply with the notice, the **Landlord** may carry out the repairs and the **Tenant** must repay the cost to the **Landlord** on demand.
- 3.3.10 unless the **Act** applies, only use persons approved by the **Landlord** to repair and maintain the **Premises**.
- 3.3.11 take all precautions required by law against fire, but not if this requires structural alterations or installation of equipment unless they are required by the nature of the **Tenant's use of the Premises**.
- 3.3.12 comply with all reasonable directions of the **Landlord** or the insurer of the **Premises** as to the prevention, detection and control of fire.
- 3.3.13 on vacating the **Premises**, remove all signs and make good any damage caused by installation or removal.
- 3.3.14 take reasonable precautions to secure the **Premises** and their contents from theft, keep all doors and windows locked when the **Premises** are not in use, and comply with the **Landlord's** directions for the use and return of keys or keycards.
- 3.3.15 permit the **Landlord** or its agent access to the **Premises** at reasonable times by appointment to show the **Premises** -
- (a) to prospective purchasers at any time during the **Term**, and
 - (b) to prospective tenants within 3 months before the end of the **Term**
- and to affix "for sale" or "to let" signs in a way that does not unduly interfere with the permitted use.
- 3.3.16 refund on demand all increases in insurance premiums paid by the **Landlord** as the result of the **Tenant's use of the Premises**.
- 3.3.17 carry on its business efficiently and, subject to any applicable laws, keep the **Premises** open during the business hours which are normal for the permitted use.
- 3.3.18 maintain any grounds and gardens of the **Premises** in good condition, tidy, free from weeds and well watered.
- 3.4 The **Tenant** is not obliged -
- 3.4.1 to repair damage against which the **Landlord** must insure under clause 6.2 unless the **Landlord** loses the benefit of the insurance because of acts or omissions by the **Tenant** or the **Tenant's Agents**.
- 3.4.2 to carry out structural repairs or make payments of a capital nature unless the need for them results from -
- (a) negligence by the **Tenant** or the **Tenant's Agents**, or
 - (b) failure by the **Tenant** to perform its obligations under this lease, or
 - (c) the **Tenant's use of the Premises**.

4. LEASE TRANSFERS AND SUBLETTING

- 4.1 The **Tenant** must not transfer this lease or sublet the **Premises** without the **Landlord's** written consent, and section 144 of the Property Law Act 1958 and clause 9.1 do not apply.
- 4.2 The **Landlord** -
- 4.2.1 subject to sub-clause 4.2.2, must not unreasonably withhold consent to a transfer of this lease or a sublease of the **Premises** if the **Tenant** has complied with the requirements of clause 4.3. If the **Act** applies, the **Landlord** may only withhold consent to a transfer of this lease in accordance with the **Act**.
 - 4.2.2 may withhold consent at the **Landlord's** discretion if the **Act** does not apply, and a transfer of this lease would result in the **Act** applying, or applying if this lease is renewed for a further term.
- 4.3 To obtain the **Landlord's** consent to a transfer or sublease the **Tenant** must —
- 4.3.1 ask the **Landlord** in writing to consent to the transfer or sublease,
 - 4.3.2 give the **Landlord** -
 - (a) in relation to each proposed new tenant or sub-tenant such information as the **Landlord** reasonably requires about its financial resources and business experience, and
 - (b) a copy of the proposed document of transfer or sublease.
 - 4.3.3 remedy any breach of the lease which has not been remedied and of which the **Tenant** has been given notice,
- 4.4 If the **Act** applies and —
- 4.4.1 the **Tenant** has complied with clause 4.3, and
 - 4.4.2 the **Landlord** fails to respond by giving or withholding consent within 28 days,
- then the **Landlord** is to be taken as having consented.
If the **Act** does not apply, the **Landlord** may request any additional information reasonably required to enable it to make a decision.
- 4.5 If the **Landlord** consents to the transfer or sublease, the **Landlord**, **Tenant** and new tenant or sub-tenant and the **Guarantor** must execute the documents submitted under sub-clause 4.3.2(b). The new tenant or sub-tenant and the directors of them if they are corporations must execute a deed binding each of them to carry out the obligations of the **Tenant** under this lease and a guarantee and indemnity in the form of clause 15.
- 4.6 The **Tenant** must pay the **Landlord's** reasonable expenses incurred in connection with an application for consent or the granting of consent and the completion of the documents, as well as any stamp duty on the documents.
- 4.7 The **Tenant** must not give up possession or share occupancy of the **Premises** or grant a licence to anyone else without the **Landlord's** written consent, which may be given or withheld at the **Landlord's** discretion.
- 4.8 Unless the **Act** applies, the obligations to the **Landlord** of every **Tenant** who has transferred this lease continue until this lease ends. They do not continue into any period of overholding after this lease ends, nor into any renewed term: at those times they are the responsibility only of the tenant in possession. This clause does not prevent the **Landlord** from enforcing rights which arise before this lease ends.

5. GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT

- 5.1 When the **Term** ends, the **Tenant** must —
- 5.1.1 return possession of the **Premises** to the **Landlord** in clean and repaired condition as required by this lease, and
 - 5.1.2 remove the **Tenant's Installations** and other property from the **Premises** and make good any damage caused in installing or removing it.
- If the **Tenant** leaves any **Tenant's Installations** or other property on the **Premises** after the end of the lease, unless the **Landlord** and **Tenant** agree otherwise, those **Tenant's Installations** and property will be considered abandoned and will become the property of the **Landlord**, but the **Landlord** may remove any of the **Tenant's Installations** or other property and recover the costs of removal and making good as a liquidated debt payable on demand.
- 5.2 The **Tenant** indemnifies the **Landlord** against any claim resulting from any act or failure to act by the **Tenant** or the **Tenant's Agents** while using the **Premises**.
- 5.3 The **Tenant** —
- 5.3.1 uses and occupies the **Premises** at its own risk, and
 - 5.3.2 releases the **Landlord** from and indemnifies the **Landlord** against all claims resulting from accidents occurring on the **Premises** except in to the extent that the accident is caused by the **Landlord** or a person for whom the **Landlord** is responsible.

6. LANDLORD'S OBLIGATIONS

- 6.1 The **Landlord** must give the **Tenant** quiet possession of the **Premises** without any interruption by the **Landlord** or anyone connected with the **Landlord** as long as the **Tenant** does what it must under this lease.
- 6.2 The **Landlord** must take out policies of insurance against the risks listed in **Item 11** at the start of the **Term** and must keep them current as long as the **Tenant** pays or reimburses the premiums and charges for those covered by the **Tenant's** obligations in sub-clause 2.1.7.
- 6.3 The **Landlord** must give to the **Tenant** the written consent to this lease of all mortgagees or debenture holders whose interests would otherwise have priority over this lease.
- 6.4 The **Landlord** must keep the structure (including the external faces and roof) of the **Building** in a sound and watertight condition, but, subject to section 52 of the **Act** (if the **Act** applies), is not responsible for repairs which are the responsibility of the **Tenant** under clause 3.4.2.
- 6.5 If the **Act** applies, the **Landlord** must perform the obligations imposed on it by section 52 of the **Act**.

7. EVENTS OF DEFAULT AND LANDLORD'S RIGHTS

- 7.1 The **Landlord** may re-enter the **Premises** and end this lease if —
 - 7.1.1 the **Tenant** does not pay the **Rent** for 14 days after being given written notification that the **Rent** is due but unpaid (a common law demand is not necessary), or
 - 7.1.2 the **Tenant** does not meet its obligations under this lease, or
 - 7.1.3 the **Tenant** is a corporation and —
 - (a) an order is made or a resolution is passed to wind it up except for reconstruction or amalgamation, or
 - (b) goes into liquidation, or
 - (c) is placed under official management, or
 - (d) has a receiver, including a provisional receiver, or receiver and manager of any of its assets or an administrator appointed, or
 - (e) has an inspector appointed under the Australian Securities and Investments Commission Act, or
 - (f) without the **Landlord's** written consent, there is a different person in effective control of the **Tenant** as a result of changes in —
 - (i) membership of the company or its holding company;
 - (ii) beneficial ownership of the shares in the company or its holding company;
 - (iii) beneficial ownership of the business or assets of the company,but this paragraph does not apply if the **Tenant** is a public company listed on the Australian stock exchange, or a subsidiary of one."Effective control" means the ability to control the composition of the board of directors or having more than 50% of the shares giving the right to vote at general meetings, or
 - 7.1.4 a warrant issued by a court to satisfy a judgement against the **Tenant** or a **Guarantor** is not satisfied within 30 days of being issued; or
 - 7.1.5 a **Guarantor** is a natural person and —
 - (a) becomes bankrupt, or
 - (b) takes or tries to take advantage of Part X of the Bankruptcy Act, or
 - (c) makes an assignment for the benefit of their creditors, or
 - (d) enters into a composition or arrangement with their creditors, or
 - (e) is unable to pay their debts when they fall due; or
 - 7.1.6 a **Guarantor** is a corporation and one of the events specified in (a) to (e) of clause 7.1.3 occurs in relation to it; or
 - 7.1.7 the **Tenant**, without the **Landlord's** written consent —
 - (a) discontinues its business on the **Premises**, or
 - (b) leaves the **Premises** unoccupied for 7 days.
- 7.2 Re-entry by the **Landlord** ends this lease, but the **Landlord** retains the right to sue the **Tenant** for unpaid money or for damages for breaches of its obligations under this lease.
- 7.3 For the purpose of section 146(1) of the Property Law Act 1958, 14 days is fixed as the period within which the **Tenant** must remedy a breach capable of remedy and make reasonable compensation in money.
- 7.4 Breach by the **Tenant** of any of the following clauses of this lease is a breach of an essential term and constitutes repudiation: 2.1.1, 2.1.2, 2.1.7, 2.1.12, 2.2.1, 2.2.2, 2.2.7, 2.3, 3.2, 3.3.6, 3.3.8, 3.3.9, 3.3.12, 3.3.16, 3.3.17, 4.1, 4.6, 13, 17, 20.5, 20.7.2, 20.7.4 and 20.7.7 and any additional provision set out in **Item 22**.

- 7.5 Before terminating the lease for repudiation, a party must give to the other written notice of the breach and a period of 14 days in which to remedy it.
- 7.6 Even though the **Landlord** does not exercise its rights under this lease on one occasion, it may do so on any later occasion.

8. DESTRUCTION OR DAMAGE

- 8.1 If the **Premises** or the **Building** are damaged so that the **Premises** cannot be used or accessed for the permitted use —
- 8.1.1 a fair portion of the **Rent** and outgoings or **Building Outgoings** is to be suspended until the **Premises** are again wholly fit and accessible for the permitted use
- 8.1.2 the suspended portion of the **Rent** and outgoings or **Building Outgoings** must be proportionate to the nature and extent of the damage or inaccessibility.
- 8.2 If the **Premises** or the **Building** are partly destroyed, but not substantially destroyed, the **Landlord** must reinstate the **Premises** or the **Building** (as the case may be) as soon as reasonably practicable.
- 8.3 If the **Premises** or the **Building** are wholly or substantially destroyed —
- 8.3.1 the **Landlord** is not obliged to reinstate the **Premises** or the **Building** (as the case may be) and
- 8.3.2 if the reinstatement does not start within 3 months, or is not likely to be completed within 9 months, the **Landlord** or the **Tenant** may end this lease by giving the other written notice.
- 8.4 The **Tenant** will not be entitled to suspension of **Rent** or outgoings or **Building Outgoings** under sub-clause 8.1.1 nor to end the lease under sub-clause 8.3.2 if payment of an insurance claim is properly refused in respect of the damage or destruction because of any act or omission by the **Tenant**, or the **Tenant's Agents** and the **Landlord** will not be obliged to reinstate the **Premises** or the **Building** under clause 8.2.
- 8.5 If the **Act** does not apply and there is a dispute under this clause, either party may request the senior office-bearer of the Australian Property Institute — Victorian Division to nominate a practising valuer member of that Institute to determine the dispute as an expert or the parties may refer the dispute to mediation under clause 16.
- 8.6 If the **Act** applies, clauses 8.1 to 8.5 are to be read subject to the **Act**.

9. CONSENTS AND WARRANTIES BY THE PARTIES

- 9.1 The **Landlord** must not unreasonably withhold its consent to any act by the **Tenant** which needs consent unless any other clause provides otherwise, but —
- 9.1.1 the **Landlord** may impose reasonable conditions before consenting, and
- 9.1.2 the **Tenant** must reimburse the **Landlord's** reasonable expenses resulting from an application for its consent, including fees paid to consultants.
- 9.2 This lease, together with the disclosure statement if there is one, contains the whole agreement of the parties. Neither party is entitled to rely on any warranty or statement in relation to —
- 9.2.1 the conditions on which this lease has been agreed,
- 9.2.2 the provisions of this lease, or
- 9.2.3 the **Premises**
- which is not contained in those documents.

10. OVERHOLDING AND ABANDONMENT OF THE PREMISES

- 10.1 If the **Tenant** remains in possession of the **Premises** without objection by the **Landlord** after the end of the **Term** —
- 10.1.1 the **Tenant**, without any need for written notice of any kind, is a monthly tenant on the conditions in this lease, modified so as to apply to a monthly tenancy,
- 10.1.2 either party may end the tenancy by giving one month's written notice to the other at any time,
- 10.1.3 the monthly rent starts at one twelfth of the annual **Rent** which the **Tenant** was paying immediately before the **Term** ended unless a different rent has been agreed, and
- 10.1.4 the **Landlord** may increase the monthly rent by giving the **Tenant** one month's written notice.

10.2 If the **Tenant** vacates the **Premises** during the **Term**, whether or not it ceases to pay **Rent**:

10.2.1 the **Landlord** may -

- (a) accept the keys,
 - (b) enter the **Premises** to inspect, maintain or repair them, or
 - (c) show the **Premises** to prospective tenants or purchasers,
- without this being re-entry or waiver of the **Landlord's** rights to recover **Rent** or other money under this lease.

10.2.2 this lease continues until a new tenant takes possession of the **Premises**, unless the **Landlord** -

- (a) accepts a surrender of the lease, or
- (b) notifies the **Tenant** in writing that the **Landlord** accepts the **Tenant's** repudiation of the lease, or
- (c) ends the lease by re-entry.

11. RENT REVIEWS TO MARKET

11.1 In this clause "review period" means the period following each market review date listed in **Item 16** until the next review date or until the end of this lease.

The review procedure on each market review date is -

11.1.1 Each review of rent may be initiated by either party unless **Item 17** states otherwise but, if the **Act** applies, the review is compulsory.

11.1.2 A party may initiate a review by giving the other party a written notice stating the current market rent which it proposes as the **Rent** for the review period. Unless the **Act** applies, if the party receiving the notice does not object in writing to the proposed rent within 14 days, it becomes the **Rent** for the review period.

11.1.3 If -

- (a) the **Act** does not apply and the party receiving the notice serves an objection to the proposed rent within 14 days and the parties do not agree on the **Rent** within 14 days after the objection is served, or
- (b) the **Act** applies and the parties do not agree on what the **Rent** is to be for the review period

the parties must appoint a **Valuer** (if the **Act** applies, a specialist retail valuer) to determine the current market rent.

If the **Act** does not apply and if the parties do not agree within 28 days after the objection is served, on the name of the **Valuer**, the **Valuer** must be nominated by the senior office-bearer of the Australian Property Institute - Victorian Division, at the request of either party. If the **Act** applies, the specialist retail valuer is to be appointed by agreement of the parties, or failing agreement, by the Small Business Commissioner.

11.1.4 In determining the current market rent for the **Premises** the **Valuer** must -

- (a) consider any written submissions made by the parties within 21 days of their being informed of the **Valuer's** appointment, and
 - (b) determine the current market rent as an expert
- and, unless the **Act** applies -
- (c) assume that the **Premises** are available to be leased on the same conditions as those contained in this lease including any options for renewal, but with a tenant in possession,
 - (d) take into account the conditions of this lease including the permitted use,
 - (e) assume that the **Tenant** has met all its obligations under this lease,
 - (f) ignore the **Tenant's Installations** and all improvements made by the **Tenant** to the **Premises** without obligation to do so,
 - (g) ignore the goodwill of the **Tenant's** business, and
 - (h) take into account current market rents for comparable premises in the locality.

11.1.5 The **Valuer** must determine a current market rent at least equal to the **Rent** immediately before the review.

11.1.6 Sub-clause 11.1.5 does not apply if the **Act** applies.

11.1.7 The **Valuer** must make the determination of the current market rent and inform the parties in writing of the amount of the determination and the reasons for it as soon as possible after the end of the 21 days allowed for submissions by the parties.

- 11.1.8 If —
- (a) no determination has been made within 45 days of the parties
 - (i) appointing the **Valuer**, or
 - (ii) being informed of the **Valuer's** appointment, or
 - (b) the **Valuer** resigns, dies, or becomes unable to complete the valuation,
- then the parties may immediately appoint a replacement **Valuer** in accordance with sub-clause 11.1.3.

11.2 The **Valuer's** determination binds both parties.

11.3 The **Landlord** and **Tenant** must bear equally the **Valuer's** fee for making the determination. If either pays more than half the fee, the difference may be recovered from the other.

11.4 Until the determination is made by the **Valuer**, the **Tenant** must continue to pay the same **Rent** as before the review date. Within 7 days of being informed of the **Valuer's** determination, the parties must make any necessary adjustments.

11.5 Unless the **Act** applies, no rent review may take place unless started within 12 months after any review date, but otherwise a delay in making a rent review does not prevent the review from taking place and being effective from the review date.

12. FURTHER TERM(S)

12.1 The **Landlord** must renew this lease for the further term or terms stated in **Item 18** if —

12.1.1 there is no unremedied breach of this lease by the **Tenant** of which the **Landlord** has given the **Tenant** written notice, and

12.1.2 the **Tenant** has not persistently committed breaches of this lease of which the **Landlord** has given notice during the **Term**, and

12.1.3 the **Tenant** has requested the renewal in writing not more than 6 months nor less than 3 months before the end of the term. The latest date for exercising the option is stated in **Item 19**.

12.2 The renewed lease -

12.2.1 starts on the date after this lease ends,

12.2.2 has a starting **Rent** determined in accordance with clause 11, and

12.2.3 must contain the same terms as this lease but with no option for renewal after the last option for a further term stated in **Item 18** has been exercised.

12.3 If the **Tenant** is a corporation and was required to provide directors' guarantees for this lease, the **Tenant** must obtain guarantees of its obligations under the renewed lease from its directors in the form of clause 15.

13. SECURITY DEPOSIT

13.1 The **Tenant** must pay a security deposit to the **Landlord** of the amount stated in **Item 20** and must maintain the deposit at that amount. If the **Act** applies, the **Landlord** must comply with its obligations under Section 24 of the **Act**.

13.2 Where the security deposit is invested in an interest bearing deposit, all interest accruing on it is treated as a supplementary payment of security deposit. When the **Term** starts, the **Tenant** must provide the **Landlord** with the **Tenant's** tax file number.

13.3 The **Landlord** may use the deposit to make good the cost of remedying breaches of the **Tenant's** obligations under this lease and the **Tenant** must pay whatever further amount is required to bring the deposit back to the required level.

13.4 After this lease has ended and the **Tenant** has vacated the **Premises**, the **Landlord** must refund the unused part of the deposit within 2 months.

13.5 The **Tenant** may, and if the **Landlord** requires must, provide the security deposit by means of a guarantee by an ADI within the meaning of the **Banking Act 1959** (Commonwealth).

14. NOTICES

14.1 A notice given under this lease may be given -

14.1.1 by post,

14.1.2 by facsimile, or

14.1.3 by delivery

to the party's last known address, or

14.1.4 registered office, or

14.1.5 if to the **Tenant**, at the **Premises**.

14.2 Posted notices will be taken to have been received 72 hours after posting unless proved otherwise.

14.3 Notices delivered or sent by facsimile after 5.00p.m. will be taken to have been received at 9.00a.m. on the next business day at the place where it is received.

15. OBLIGATIONS OF GUARANTOR(S) UNDER GUARANTEE AND INDEMNITY

- 15.1 The **Guarantor** in consideration of the **Landlord** having entered into this lease at the **Guarantor's** request —
- 15.1.1 guarantees that the **Tenant** will perform all its obligations under this lease for the **Term** and any renewed term or terms and during any period of overholding after the end of the **Term**, and
 - 15.1.2 must pay on demand any amount which the **Landlord** is entitled to recover from the **Tenant** under this lease, and
 - 15.1.3 indemnifies the **Landlord** against all loss resulting from the **Landlord's** having entered into this lease whether from the **Tenant's** failure to perform its obligations under it or from this lease being or becoming unenforceable against the **Tenant**.
- 15.2 The liability of the **Guarantor** will not be affected by —
- 15.2.1 the **Landlord** granting the **Tenant** or a **Guarantor** time or any other indulgence, or agreeing not to sue the **Tenant** or another **Guarantor**, or
 - 15.2.2 failure by any **Guarantor** to sign this document, or
 - 15.2.3 transfer (except in accordance with the **Act**, if the **Act** applies) or variation of this lease, but if this lease is transferred the **Guarantor's** obligations, other than those which have already arisen, end when the **Term** ends and do not continue into a term renewed by a new tenant nor a period of overholding.
 - 15.2.4 the fact that this lease cannot be registered at the Land Registry.
- 15.3 The **Guarantor** agrees that —
- 15.3.1 the **Landlord** may retain all money received including dividends from the **Tenant's** bankrupt estate, and need allow the **Guarantor** a reduction in its liability under this guarantee only to the extent of the amount received, and
 - 15.3.2 the **Guarantor** must not seek to recover money from the **Tenant** to reimburse the **Guarantor** for payments made to the **Landlord** until the **Landlord** has been paid in full, and
 - 15.3.3 the **Guarantor** must not prove in the bankruptcy or winding up of the **Tenant** for any amount which the **Landlord** has demanded from the **Guarantor**, and
 - 15.3.4 the **Guarantor** must pay the **Landlord** all money which the **Landlord** refunds to the **Tenant's** liquidator or trustee in bankruptcy as preferential payments received from the **Tenant**.
- 15.4 If any of the **Tenant's** obligations are unenforceable against the **Tenant**, then this clause is to operate as a separate indemnity and the **Guarantor** indemnifies the **Landlord** against all loss resulting from the **Landlord's** inability to enforce performance of those obligations. The **Guarantor** must pay the **Landlord** the amount of the loss resulting from the unenforceability.
- 15.5 If there is more than one **Guarantor**, this guarantee binds them jointly and each of them individually.

16. DISPUTE RESOLUTION

- 16.1 Unless the **Act** applies, if the words "The mediation procedure applies to this lease" are included in Item 21, the mediation procedure applies to this lease. In that event the parties must attempt to resolve any dispute by the mediation procedure, except disputes about:
- 16.1.1 unpaid **Rent** and interest charged on it,
 - 16.1.2 review of **Rent**,
 - 16.1.3 a dispute to be resolved in another way prescribed by any other provision of this lease.
- 16.2 The mediation procedure is -
- 16.2.1 a party may start mediation by serving a mediation notice on the other party.
 - 16.2.2 the notice must state that a dispute has arisen and identify what the dispute is.
 - 16.2.3 the parties must jointly request appointment of a mediator. If the parties fail to agree on the appointment within 7 days of service of the mediation notice, either party may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator.
 - 16.2.4 once the mediator has accepted the appointment the parties must comply with the mediator's instructions.
 - 16.2.5 if the dispute is not resolved within 30 days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.
- 16.3 The mediator may fix the charges for the mediation which must be paid equally by the parties.
- 16.4 If the dispute is settled, all parties must sign the terms of agreement and these terms are binding on the parties.

- 16.5 The mediation is confidential and —
- 16.5.1 statements made by the mediator or the parties, and
 - 16.5.2 discussions between the participants to the mediation, before after or during the mediation, cannot be used in any legal proceedings.
- 16.6 It must be a term of the engagement of the mediator that the parties release the mediator from any court proceedings relating to the lease or the mediation.
- 16.7 The mediator is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party.
- 16.8 If the Act applies, so that a dispute must be referred to the Victorian Civil and Administrative Tribunal, the parties agree that each may be represented by a legal practitioner or legal practitioners of its choice.

17. GST

- 17.1 Expressions used in this clause 17 and in the GST Act have the same meanings as when used in the GST Act.
- 17.2 Amounts payable and consideration provided under or in respect of this lease (other than under clause 17.3) are GST exclusive.
- 17.3 The recipient of a taxable supply made under or in respect of this lease must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this lease.
- 17.4 An amount payable by the tenant in respect of a creditable acquisition by the Landlord from a third party must not exceed the sum of the value of the Landlord's acquisition and the additional amount payable by the Tenant under clause 17.3 on account of the Landlord's GST liability.
- 17.5 A party is not obliged, under clause 17.3, to pay the GST on a taxable supply to it under this lease, until given a valid tax invoice for the supply.

18. CONSUMER PRICE INDEX

- 18.1 "Consumer Price Index" means the index published by the Australian Government Statistician under the heading "All Groups" for Melbourne.
 "CPI review date" means the first day of a year specified in Item 16 as a year whose rent will be fixed by reference to the Consumer Price Index.
 "Review date" means a date specified in Item 16.
- 18.2 An adjustment of Rent by reference to the Consumer Price Index is made using the following formula -

$$AR = R \times \frac{CPIB}{CPIA}$$

Where:

"AR" means adjusted Rent,
 "R" means Rent before adjustment,
 "CPIB" means the Consumer Price Index index figure for the quarter preceding the relevant CPI review date, and
 "CPIA" means the Consumer Price Index index figure for the quarter preceding the most recent previous CPI review date or review date or, where there is no previous CPI review date or review date, the quarter preceding the start of the Term.

- 18.3 If CPIB is not published until after the CPI review date, the adjustment is made when it is published but the adjustment takes effect from the relevant CPI review date. In the meantime, the Tenant must continue to pay the Rent at the old rate and, when the adjustment is made, the Tenant must immediately pay the shortfall or the Landlord must immediately repay the excess, as the case may be.
- 18.4 If the base of the Consumer Price Index is changed between the two comparison dates an appropriate compensating adjustment must be made so that a common base is used.
- 18.5 Unless the Act applies and requires otherwise, if the Consumer Price Index is discontinued or suspended, then the calculation is to be made using whatever index is substituted for it. If no other index is substituted for it, the calculation is to be made using the index or calculation which the senior office-bearer of the Australian Property Institute — Victorian Division (acting as an expert and not as an arbitrator) decides is appropriate in the circumstances. This decision is binding.
- 18.6 Unless the Act applies, the adjustment is not made if it would result in a decrease in the Rent payable.

19. ADDITIONAL PROVISIONS

Any additional provisions set out in Item 22 —

19.1 bind the parties, and

19.2 if inconsistent with any other provisions of this lease, override them.

20. IF PREMISES ONLY PART OF BUILDING

20.1 If the **Premises** are only a part of the **Building**, the provisions of this clause apply.

20.2 The **Landlord** —

20.2.1 may adopt whatever name it chooses for the **Building** and change the name from time to time, and

20.2.2 reserves all proprietary rights to the name of the **Building** and any logo adopted for the **Building**.

20.3 The **Landlord** reserves for itself the use of all external surfaces of the **Building** and areas outside the **Building**.

20.4 The **Building**, **Common Areas** and **Landlord's Installations** remain under the absolute control of the **Landlord** which may manage them and regulate their use as it considers appropriate. In particular the **Landlord** has the right —

20.4.1 to close off the **Common Areas** as often as the **Landlord** reasonably considers appropriate to prevent rights of way or user arising in favour of the public or third parties,

20.4.2 to exclude persons whose presence the **Landlord** considers undesirable,

20.4.3 to grant easements over any parts of the **Land** which do not materially and adversely affect the **Tenant's** use,

20.4.4 to install, repair and replace, as necessary, the pipes and conduits necessary or desirable for the provision of services to the various parts of the **Building**, and

20.4.5 to repair, renovate, alter or extend the **Building** but, in doing so, the **Landlord** must not cause more inconvenience to the **Tenant** than is reasonable in the circumstances.

If the **Act** applies, these rights may only be exercised in a manner and to the extent consistent with the **Act**.

20.5 The **Tenant** must not obstruct the **Common Areas** or use them for any purpose other than the purposes for which they were intended.

20.6 The **Tenant** must comply with the **Building Rules**. The **Landlord** may change the **Building Rules** from time to time and the **Tenant** will be bound by a change when it receives written notice of it. The **Landlord** must not adopt a **Building Rule** or change the **Building Rules** in a way that is inconsistent with this lease. To the extent that a **Building Rule** is inconsistent with this lease, the lease prevails.

20.7 In relation to **Building Outgoings**, the parties agree —

20.7.1 the **Landlord** must pay the **Building Outgoings** when they fall due for payment;

20.7.2 the **Tenant** must pay or reimburse the **Landlord** the proportion specified in Item 10,

20.7.3 at least one month before the start of an **Accounting Period**, the **Landlord** may (but if the **Act** applies, the **Landlord** must) give the **Tenant** an estimate of **Building Outgoings** for the **Accounting Period**,

20.7.4 the **Tenant** must pay its share of the estimated **Building Outgoings** by equal monthly instalments during the **Accounting Period** on the days on which **Rent** is payable,

20.7.5 if the **Act** applies, the **Landlord** must make a statement of **Building Outgoings** available during each **Accounting Period** as required by the **Act**,

20.7.6 within three months after the end of an **Accounting Period**, the **Landlord** must give the **Tenant** a statement of the actual **Building Outgoings** for the **Accounting Period** (if the **Act** applies and requires that the statement be certified, the statement must be certified as required by the **Act**), and

20.7.7 the **Tenant** must pay the amount short paid or the **Landlord** must repay the amount over paid for **Building Outgoings**, as the case may be, within one month after a statement is provided under clause 20.7.6 or within four months after the end of the **Accounting Period**, whichever is earlier.

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