

**DAINTREE CONVEYANCING
SUITE 2, LEVEL 1, 86-92 GRIMSHAW STREET
GREENSBOROUGH 3088**

**TEL: 9434 3888
FAX: 9435 3528**

**SECTION 32 VENDORS STATEMENT
HEALESVILLE AND ELTHAM PROPERTY PTY
LTD ACN 662 095 052 ATF HEALESVILLE AND
ELTHAM PROPERTY TRUST**

**PPTY: (LOT 1) 288A MAROONDAH HIGHWAY
HEALESVILLE VIC 3777**

DC VIC Pty Ltd trading as Daintree Conveyancing (ACN 134 265 884; ABN 17 134 265 884) is a Licensed Conveyancer, Licence No. 000703L; and its Director, Kyriacos Kyriacou, is a Licensed Conveyancer, Licence No. 000702L.

Pursuant to section 41(3) of the *Conveyancers Act 2006* (Vic.), DC VIC Pty Ltd trading as Daintree Conveyancing holds the requisite Professional Indemnity Insurance, the full details of which appear in our Costs Agreement.

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document is current as at 1 July 2024.

Section 32 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 purchase signed any contract.

Land LOT 1 ON PLAN OF SUBDIVISION 645205J AND CONTAINED IN CERTIFICATE OF TITLE
VOLUME 11368 FOLIO 484

Property Address (LOT 1) 288A MAROONDAH HIGHWAY HEALESVILLE VIC 3777

Vendor's name HEALESVILLE AND ELTHAM PROPERTY PTY LTD ACN 662 095 052 ATF
HEALESVILLE AND ELTHAM PROPERTY TRUST

Signature  **Date** 1

Purchaser's name _____

Signature _____ **Date** _____

Important Information

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1. FINANCIAL MATTERS

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

☐ (a) Their total does not exceed: \$ _____
OR

☒ (b) Are contained in the attached certificate/s.
OR

☐ (c) Their amounts are:

Authority	Amount	Interest (if any)
(1) _____	(1) \$ _____	(1) \$ _____
(2) _____	(2) \$ _____	(2) \$ _____
(3) _____	(3) \$ _____	(3) \$ _____
(4) _____	(4) \$ _____	(4) \$ _____

☐ (d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$ _____

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

\$ _____ To _____

Other particulars (including dates and times of payments):

1.3 Terms Contract

This section 1.3 only applies if this section 32 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.

☐ Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this section 32 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.

☐ Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

1.5. Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input type="checkbox"/> Not applicable

¹ Other than any GST payable in accordance with the contract.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this section 32 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.

- ☐ (a) Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.
- OR
- ☐ (b) Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company: _____

Type of policy: _____ Policy no: _____

Expiry date: _____ / _____ / _____ Amount insured: _____

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.

- ☐ (a) Attached is a copy or extract of any policy of insurance required under the *Building Act* 1993.
- OR
- ☐ (b) Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company: _____

Policy no: _____ Expiry date: _____ / _____ / _____

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

- (a) ☒ Is in the attached copies of title document/s.

OR

- ☐ Is as follows:

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

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 under 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.

OR

- ☐ The required specified information is as follows:

(a) Name of planning scheme _____

(b) Name of responsible authority _____

(c) Zoning of the land _____

(d) Name of planning overlay _____

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:

☐ Are contained in the attached certificates and/or statements.

OR

☒ Are as follows:

NONE TO THE VENDORS KNOWLEDGE

4.2 Agricultural Chemicals

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

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:

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):

☐ Are contained in the attached certificate.

OR

☒ Are as follows:

NOE TO THE VENDORS KNOWLEDGE

6. OWNERS CORPORATION

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

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

OR

☐ 6.2 Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

☒ 6.3 The owners corporation is an inactive owners corporation.²

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

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*.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an "X" ☐
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X" ☐
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X" ☐

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC ☐
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐
- (c) Any certificate of exemption from liability to pay a GAIC ☐
- (d) Any certificate of staged payment approval ☐
- (e) Any certificate of no GAIC liability ☐
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability ☐
- (g) A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above ☐

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

OR

☐ (b) General Law Title

The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

- ☐ 9.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 Unregistered Subdivision

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

- ☐ (a) Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
OR
- ☐ (b) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

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 a 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:

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

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

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.

- ☐ (a) Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
- OR
- ☐ (b) Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

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 section 32 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 1 000m²; (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):

☐ Are contained in the attached building energy efficiency certificate.

OR

☐ Are as follows:

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 section 32 statement but the checklist may be attached as a matter of convenience.)

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be automatically attached if ticked)

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed, and additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is a Law Institute of Victoria published "Additional Section 32 Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

1. RENEWAL AND VARIATION OF LEASE BETWEEN ANTHONY DE PIETRO AND ADRIAN

GARDINER AND ELISABETH GARDINER

2. SCHEDULE 3- LANDLORD'S DISCLOSURE STATEMENT ON RENEWAL OF LEASE

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 11368 FOLIO 484

Security no : 124123990861D
Produced 29/04/2025 10:31 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 645205J.
PARENT TITLE Volume 08384 Folio 613
Created by instrument PS645205J 08/08/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
HEALESVILLE AND ELTHAM PROPERTY PTY LTD of 261 OGRADYS ROAD PHEASANT CREEK
VIC 3757
AW219276Y 31/10/2022

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS645205J FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS645205J

DOCUMENT END



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 29/04/2025 10:32:16 AM

Status	Registered	Dealing Number	AW219276Y
Date and Time Lodged	31/10/2022 02:18:02 PM		

Lodger Details

Lodger Code	15338A
Name	DAINTREE CONVEYANCING
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
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Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference

11368/484

Transferor(s)

Given Name(s)	GILLIAN MARGARET
Family Name	DRIESSEN

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 600000.00

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Name	HEALESVILLE AND ELTHAM PROPERTY PTY LTD
ACN	662095052
Address	
Street Number	261
Street Name	OGRADYS
Street Type	ROAD



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality	PHEASANT CREEK
State	VIC
Postcode	3757

Duty Transaction ID
5560619

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	HEALESVILLE AND ELTHAM PROPERTY PTY LTD
Signer Name	TRACEY LEE HOPKINS
Signer Organisation	DAINTREE CONVEYANCING
Signer Role	CONVEYANCING PRACTICE
Execution Date	21 OCTOBER 2022

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.



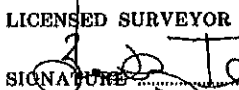
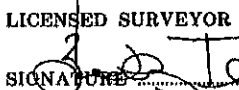

Executed on behalf of	GILLIAN MARGARET DRIESSEN
Signer Name	LEAH KRIKAS
Signer Organisation	O'BRIEN LAW
Signer Role	LAW PRACTICE
Execution Date	24 OCTOBER 2022

File Notes:
NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

PS645205J

PLAN OF SUBDIVISION		STAGE NO. <hr/>	LRS use only EDITION 1	Plan 1 PS	30/07/2012 \$1,076.30 PS 
<p style="text-align: center;">Location of Land</p> <p>Parish: GRACEDALE</p> <p>Township: HEALESVILLE</p> <p>Section: L</p> <p>Crown Allotment: 5 (PART)</p> <p>Title Reference: VOL.8384 FOL.613</p> <p>Last Plan Reference: LP57040 LOT 2</p> <p>Postal Address: 288 MAROONDAH HIGHWAY HEALESVILLE, 3777</p> <p>MGA Co-ordinates (of approx. centre of land in plan) E 369 290 Zone: 55 N 5831 550</p>		<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: SHIRE OF YARRA RANGES Ref: 10030</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988.</p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /</p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p style="text-align: center;">OPEN SPACE</p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage</p> <p>Council delegate</p> <p>Date 8 / 04 / 2011 </p> <p>Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council Delegate</p> <p>Date / /</p>			
Vesting of Roads and Reserves					
Identifier	Council/Body/Person				
NIL	NIL				
Notations					
Staging		This is not a staged subdivision Planning Permit No.			
<p>Depth Limitation DOES NOT APPLY.</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS</p> <p>HATCHED LINES ARE DEFINED BY BUILDINGS.</p> <p>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:</p> <p>Median: Boundaries marked 'M'.</p> <p>Exterior face: All other boundaries unless otherwise shown.</p>					
<p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.</p> <p>For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information</p>					
<p>Survey This plan is based on survey</p> <p>This survey has been connected to permanent marks no(s) 25</p> <p>In Proclaimed Survey Area No. ---</p>				<p>LRS use only</p> <p>Statement of Compliance/Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p>Date 30/07/2012</p>	
<p>Easement Information</p> <p>Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)</p> <p>Section 12(2) of the Subdivision Act 1988 applies to all of the land in the plan.</p>				<p>LRS use only</p> <p>PLAN REGISTERED</p> <p>TIME 4:31pm</p> <p>DATE 08/08/2012</p> <p>C. Zagorski Assistant Registrar of Titles</p> <p>Sheet 1 of 3 Sheets</p>	
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
A-1	PARTY WALL	0.14	LP57040	LOTS ON THIS PLAN	
E-1	PARTY WALL	0.14	LP57040	LOT 1 ON LP57040	
E-2	WAY	3.66	LP57040	LOT 1 ON LP57040	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 30%;"> <p>Millar Merrigan</p> <p>Millar & Merrigan Pty Ltd ACN 005 541 668 Office 2/126 Merriade Drive Croydon Victoria Mail PO Box 247 Croydon Victoria 3136 t (03) 8720 6500 w www.millarmerrigan.com.au f (03) 8720 6501 e admin@millarmerrigan.com.au</p> </div> <div style="width: 30%;"> <p>Civil Engineering Land Surveying Landscape Architecture Project Management Town Planning Urban Design</p> </div> <div style="width: 30%; text-align: right;"> <p>LICENSED SURVEYOR Bradley Terjesen</p> <p>SIGNATURE  DATE 11 / 11 / 10</p> <p>REF 15177S1 VERSION 1: 29/10/2010</p> </div> </div>					
<p>Licensed Surveyor Bradley Terjesen</p> <p>SIGNATURE  DATE 11 / 11 / 10</p> <p>REF 15177S1 VERSION 1: 29/10/2010</p>				<p></p> <p>Date 8 / 04 / 2011</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>	

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 645205J

MAROONDAH HIGHWAY

DIAGRAM 2
TOPMOST STOREY

GREEN STREET

MAROONDAH HIGHWAY

DIAGRAM 1
GROUND LEVEL & GROUND STOREY

ROAD

ROAD

Millar | Merrigan

Millar & Merrigan Pty Ltd
Office 2/126 Marindale Drive Croydon Victoria
Mail PO Box 247 Croydon Victoria 3136
t (03) 8720 8500 w www.millarmerigan.com.au
f (03) 8720 9501 e admin@millarmerigan.com.au

Civil Engineering
Land Surveying
Landscape Architecture
Project Management
Town Planning
Urban Design



ORIGINAL

SCALE

SCALE
1:200
SHEET
SIZE
A3

2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR Bradley Terjesen

SIGNATURE DATE 11/11/10

REF 15177S1 VERSION 1

Sheet 2

Date 8/04/2011
COUNCIL DELEGATE SIGNATURE

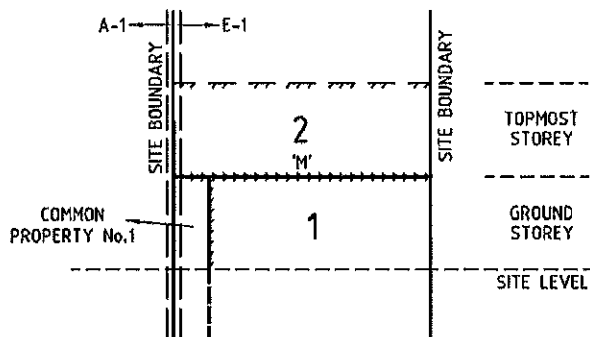
PLAN OF SUBDIVISION

Stage No.

Plan Number

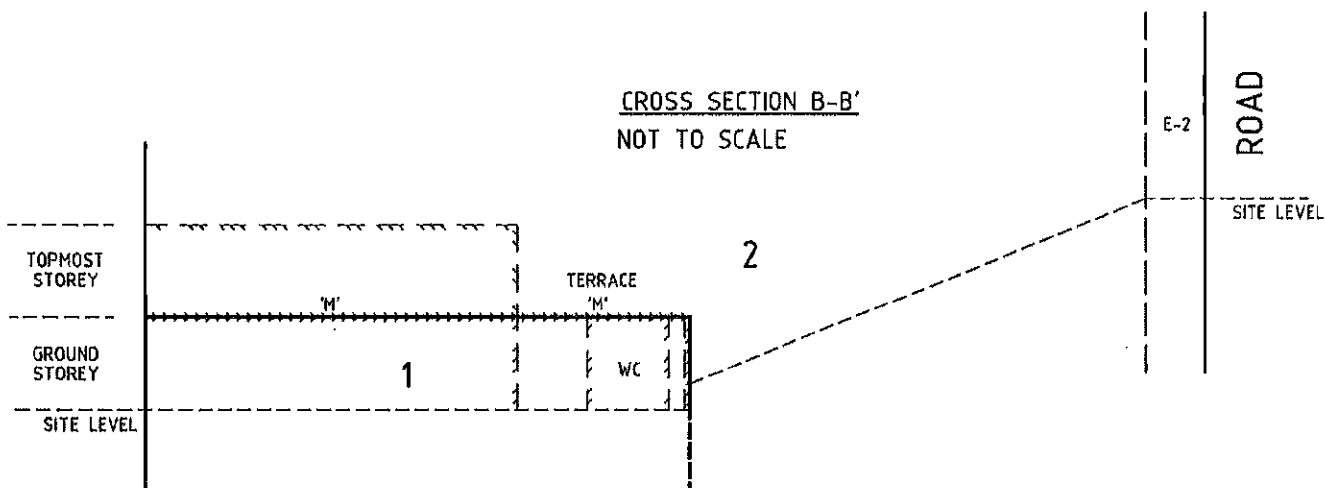
PS 645205J

CROSS SECTION A-A' NOT TO SCALE



CROSS SECTION B-B' NOT TO SCALE

MAROONDAH HIGHWAY



Millar | Merrigan

Millar & Merrigan Pty Ltd
Office 2/128 Merivale Drive Croydon Victoria
Mail PO Box 247 Croydon Victoria 3136
t (03) 9720 9500 w www.millarmerrigan.com.au
f (03) 9720 9501 e admin@millarmerrigan.com.au

Civil Engineering
Land Surveying
Landscape Architecture
Project Management
Town Planning
Urban Design



LICENSED SURVEYOR

Bradley Terjesen

SIGNATURE

DATE 11/11/10

REF 15177S1

VERSION 1

Sheet 3

Date 8/04/2011
COUNCIL DELEGATE SIGNATURE



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 29/04/2025 10:32:16 AM

OWNERS CORPORATION 1
PLAN NO. PS645205J

The land in PS645205J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1, 2.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

288 MAROONDAH HIGHWAY HEALESVILLE VIC 3777

OC015231W 08/08/2012

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC015231W 08/08/2012

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	50	50
Lot 2	50	50
Total	100.00	100.00

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 29/04/2025 10:32:16 AM

OWNERS CORPORATION 1
PLAN NO. PS645205J

Statement End.

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1133232

APPLICANT'S NAME & ADDRESS

DAINTREE CONVEYANCING C/- LANDATA
MELBOURNE

VENDOR

HEALESVILLE AND ELTHAM
PROPERTY PTY LTD

PURCHASER

NA, NA

REFERENCE

20256237

This certificate is issued for:

LOT 1 PLAN PS645205 ALSO KNOWN AS 288A MAROONDAH HIGHWAY HEALESVILLE
YARRA RANGES SHIRE

The land is covered by the:

YARRA RANGES PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a COMMERCIAL 1 ZONE
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 12
- and a HERITAGE OVERLAY (HO428)
- and a BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/yarraranges>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

LANDATA®

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

29 April 2025

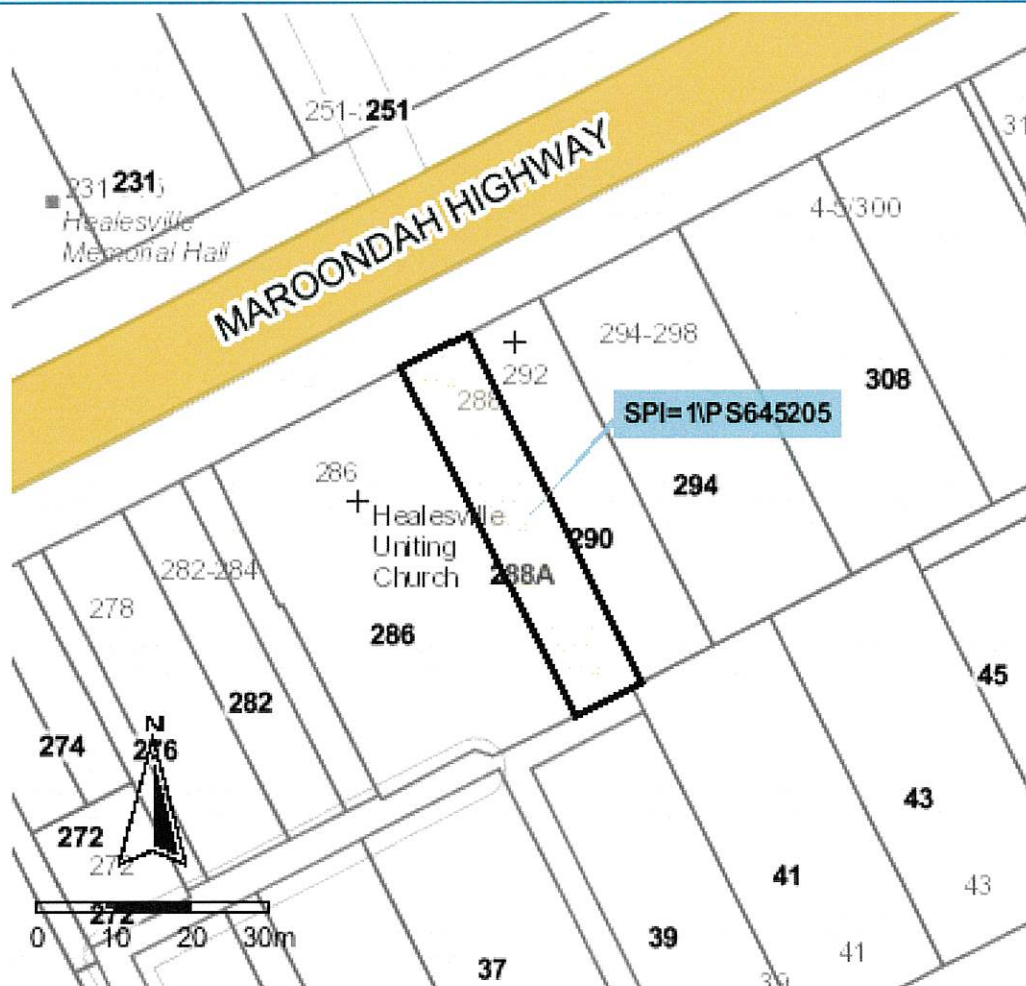
Sonya Kilkenny
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 29 April 2025 10:03 AM

PROPERTY DETAILS

Address: **288A MAROONDAH HIGHWAY HEALESVILLE 3777**
Lot and Plan Number: **Lot 1 PS645205**
Standard Parcel Identifier (SPI): **1\PS645205**
Local Government Area (Council): **YARRA RANGES**
Council Property Number: **255622**
Planning Scheme: **Yarra Ranges**
Directory Reference: **Melway 278 C1**

www.yarraranges.vic.gov.au

[Planning Scheme - Yarra Ranges](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **EILDON**

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.

Copyright © - State Government of Victoria

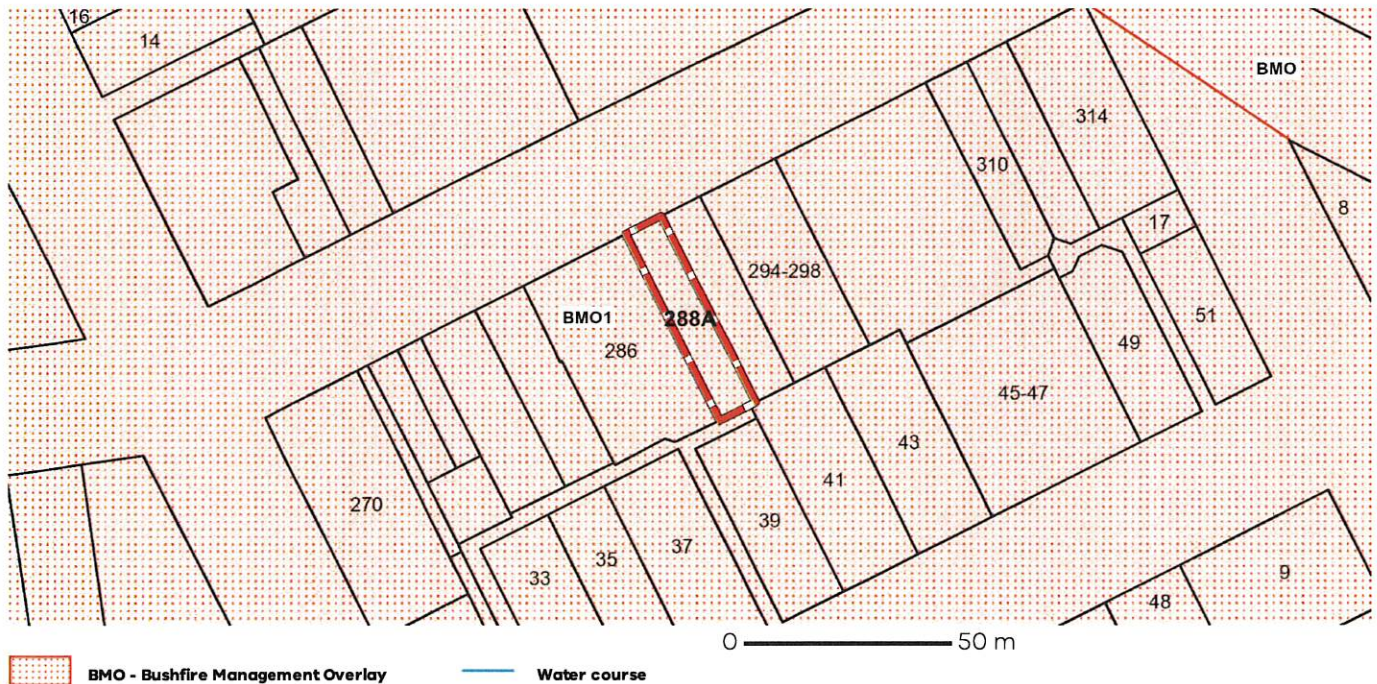
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)

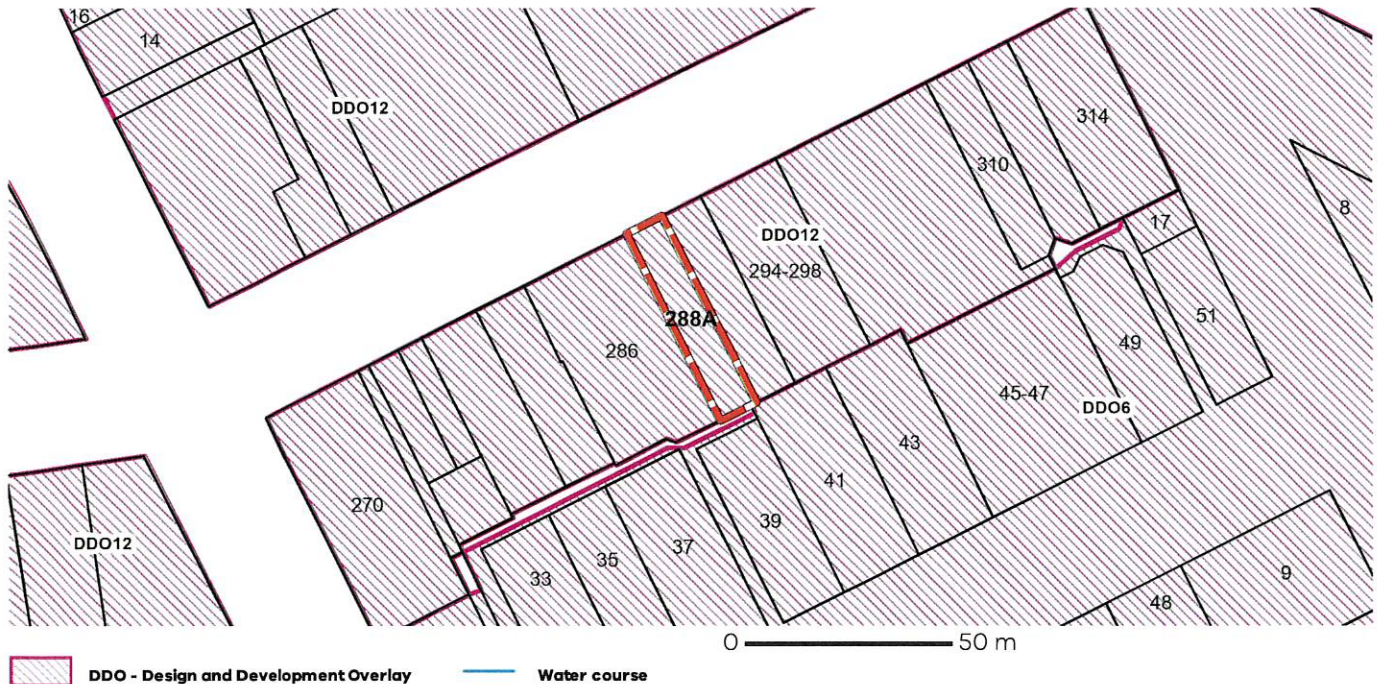
BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1 (BMO1)



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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 12 (DDO12)



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

Planning Overlays

HERITAGE OVERLAY (HO)

HERITAGE OVERLAY - SCHEDULE (HO428)



HO - Heritage Overlay

Water course

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

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

SIGNIFICANT LANDSCAPE OVERLAY (SLO)



LSIO - Land Subject to Inundation Overlay

SLO - Significant Landscape Overlay

Water course

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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

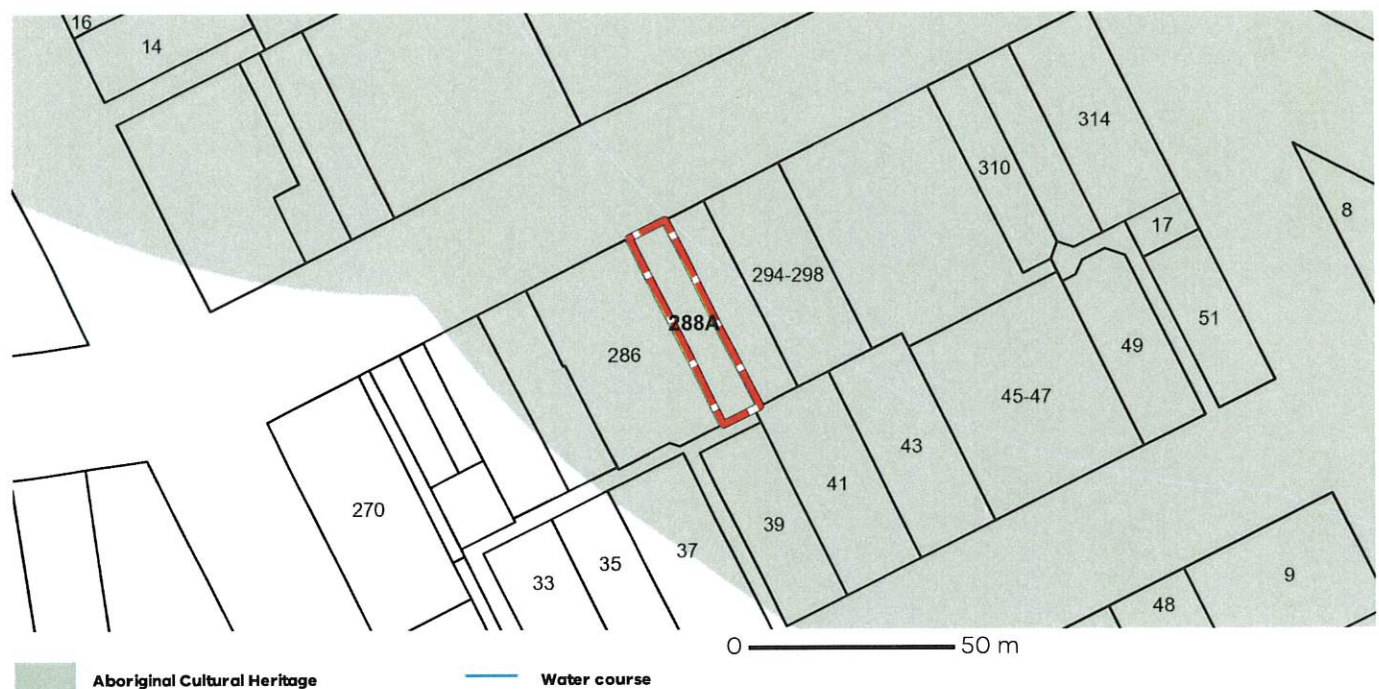
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to

<http://www.gav.nrms.net.au/gavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 24 April 2025.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may 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.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

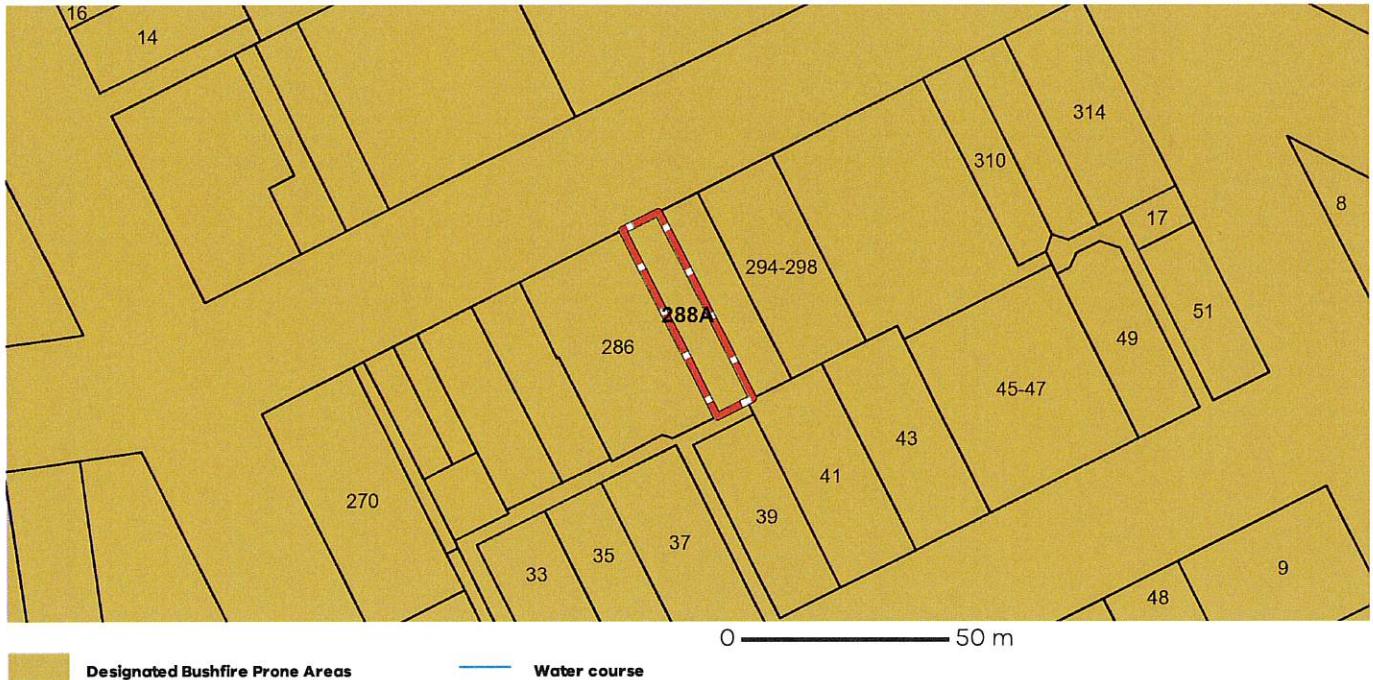
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to 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 this 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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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



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

22nd May 2025

Daintree Conveyancing

Dear Daintree Conveyancing,

RE: Application for Water Information Statement

Property Address:	288A MAROONDAH HIGHWAY HEALESVILLE 3777
Applicant	Daintree Conveyancing
Information Statement	30942735
Conveyancing Account Number	5659580000
Your Reference	DC/2025/6238

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 propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Lisa Anelli".

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	288A MAROONDAH HIGHWAY HEALESVILLE 3777
------------------	---

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 Property Information Statement

Property Address	288A MAROONDAH HIGHWAY HEALESVILLE 3777
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

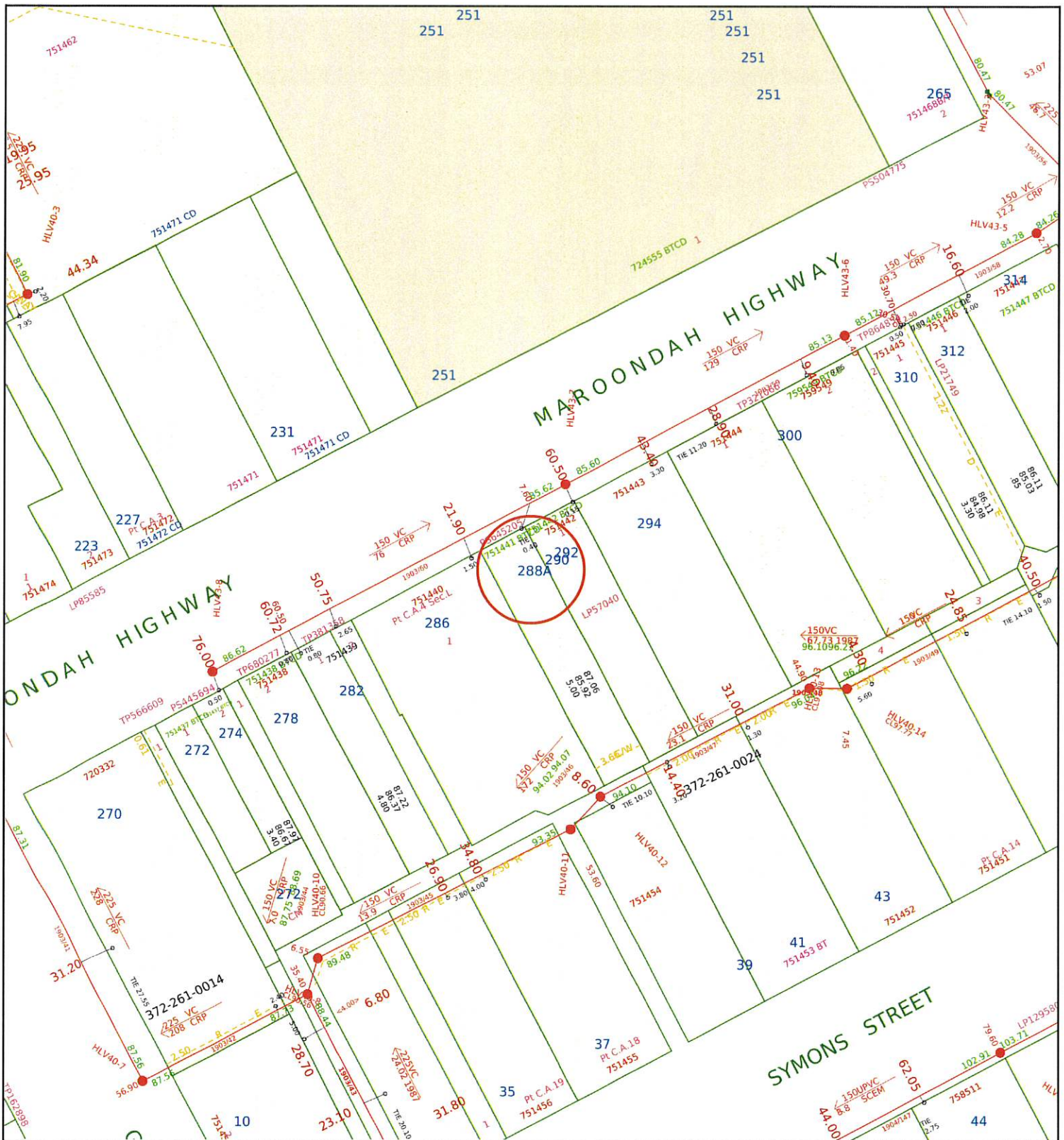
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

















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 Information Statement Number: 30942735	Address		288A MAROONDAH HIGHWAY HEALESVILLE 3777		 Yarra Valley Water ABN 93 066 902 501
	Date		22/05/2025		
	Scale		1:1000		
					
Existing Title		Access Point Number	GLV2-42		<p>Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:</p> <ul style="list-style-type: none">- 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;
Proposed Title		Sewer Manhole			
Easement		Sewer Pipe Flow			
Existing Sewer		Sewer Offset			
Abandoned Sewer		Sewer Branch			



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

Daintree Conveyancing
tracey@daintreec.com.au

RATES CERTIFICATE

Account No: 5506743956
Rate Certificate No: 30942735

Date of Issue: 22/05/2025
Your Ref: DC/2025/6238

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
288A MAROONDAH HWY, HEALESVILLE VIC 3777	1\PS645205	5131155	Commercial

Agreement Type	Period	Charges	Outstanding
Drainage Fee	01-04-2025 to 30-06-2025	\$45.72	\$45.72
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		\$45.72

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and 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 purchaser's 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 01/07/2024, Commercial Water Usage is billed 304.77 cents per kilolitre.

8. From 01/07/2024, Commercial Recycled Water Usage is billed 192.59 cents per kilolitre.
9. From 01/07/2024, Commercial Sewer Usage is calculated using the following equation: Water Usage (kl) x Discharge Factor x Price (cents/kl) 214.90 cents per kilolitre.
10. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
ABN 93 065 902 501

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

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: 5131155

Address: 288A MAROONDAH HWY, HEALESVILLE VIC 3777

Water Information Statement Number: 30942735

HOW TO PAY



Biller Code: 314567
Ref: 55067439569

Amount
Paid

Date
Paid

Receipt
Number

LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

PO Box 105
Lilydale Vic 3140
Call 1300 368 333
Fax (03) 9735 4249
ABN 21 973 226 012
www.yarraranges.vic.gov.au
mail@yarraranges.vic.gov.au



Certificate Number: 120317
Issue Date: 23-May-2025
Applicant Reference: DC/2025/6237/8:177173

Daintree Conveyancing Pty Ltd
PO Box 4
GREENSBOROUGH VIC 3088

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 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.

PROPERTY INFORMATION

Assessment Number: 90738/3
Property Address: 288A Maroondah Highway, Healesville VIC 3777 (Mugshot Hair)
Property Description: Part Lot 1 PS645205 Ca PT5 PGracedale
AVPCC: 210 – Retail Premises (Single Occupancy/Single Title etc)

VALUATION INFORMATION

Current Level of Value Date: 1 January 2024
Operative Date of Value: 01-Jul-2024
Site Value: 135,000
Capital Improved Value: 280,000
Net Annual Value: 16,500

FINANCIAL INFORMATION

Rates and Charges Levied Year Ending 30 June 2025		Rates and Charges Summary	
Rate or Charge Type	Annual Charge	Description	Balance Outstanding
General Rates	1,047.60	Legal Charges Arrears	0.00
Waste Charge	419.00	Arrears & Previous Year Interest	0.00
Fire Services Property Levy	452.90	Current Interest on Arrears	0.00
		Interest on Current Rates	0.00
		Current Year Rates	1,919.50
		Rebates	0.00
		Payments since 1 July 2024	-1,919.50
		Overpayment	0.00
		Other	0.00
		Total Rates Outstanding	0.00
		Chargeable Works &/or EUA	0.00
		Local Govt Act 1989–Sec. 227	0.00
Total Annual Charge	1,919.50	Balance Outstanding	\$0.00

Rates are due to be paid in full by 15 Feb 2025, if payment is not being made by instalments.

Payment can be made by:

- BPAY – Biller Code 8979 Reference 907383
- On Council's website at yarraranges.vic.gov.au/payments by Visa or Mastercard using Reference 907383

NOTICES AND ORDERS: There ~~are~~are no outstanding notices or orders on the land served by Council under the Local Government (Miscellaneous) Act 1958, Local Government Act 1989 or a local law or by-law of Council which still apply as at the date of this Certificate.
Details of any Notice or Order Served.

FLOOD LEVEL: Council has not specified a flood level for this property. However, Council cannot warrant that this property may be/ is not subject to flooding. Melbourne Water may have additional information which is not held by Council, which may reveal this property is subject to flooding. Melbourne Water's flood information can be obtained from metropolitan water authorities. It is therefore recommended that you contact Yarra Valley Water/South East Water for more accurate and detailed information.

There ~~is~~is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There ~~is~~is no potential liability for land to become rateable under Section 173 of the Local Government Act 1989.

There ~~is~~is no potential liability for land to become rateable under Section 174A of the Local Government Act 1989.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision Act 1988 or the Local Government Act (Miscellaneous) Act 1958

This Certificate does not reflect the total Rates and Charges applied to this property as the property is on a Shared Title and made up by more than one assessment.

All related Certificates have been applied for and supplied by Council.

OTHER INFORMATION

While Council does not impose a time limit as to when a certificate may be updated verbally, it should be noted that Council will not be held responsible for any information provided or confirmed verbally. A new certificate could be applied for if this is not satisfactory.

I hereby certify that as at the date of this certificate, the information given is true and correct for the property described.



Jim Stewart

Executive Officer, Property Rating Services

Date: 23-May-2025

(Contact Property Rating Services on 1300 368 333 for any enquiries)

Received the sum of \$29.70 being the fee for this Certificate.



Department of Transport
and Planning

GPO Box 2392
Melbourne, VIC 3001 Australia
www.transport.vic.gov.au

**Daintree Conveyancing
Suite 2, Level 1
86-92 Grimshaw Street
Greensborough VIC 3088**

Dear Enquirer

27/05/2025
Our Ref: 117610

**REQUEST FOR PROPERTY INFORMATION
YOUR REFERENCE: 2025/6237**

I refer to your request for information and fee payment received at the Ringwood office on 27/05/2025, concerning the property which is located at:

288A MAROONDAH HIGHWAY HEALESVILLE-LOT 1
PS645205J
YARRA RANGES SHIRE

As at this date, the Department of Transport & Planning - includes former VicRoads - has no approved proposal requiring any part of the property described in your application.

You are advised to check your local Council planning scheme including the land use zoning of the property and surrounding area to identify any relevant controls over land use and development.

Should you need further general information about the subject property, please contact Ms Anastasia Sdrinis, Property Services, on telephone 9313 1389 or by email at anastasia.sdrinis@transport.vic.gov.au.

Yours sincerely

Anastasia Sdrinis

Property Enquiry Officer

**Transport Network Planning Integration | Metropolitan Melbourne
Department of Transport & Planning**

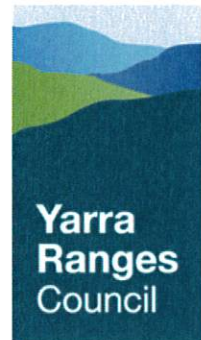
BUILDING APPROVAL PARTICULARS

Building Act 1993 BUILDING REGULATIONS 2018 Regulation 51(1)

Certificate Number 125349
Your Reference DC/2025/6237/8:177173
Date Issued 2 June 2025

MR KYRIACOS KYRIACOU DC VIC PTY LTD
P.O.BOX 4
GREENSBOROUGH VIC 3088

Yarra Ranges Council
PO Box 105
Lilydale Vic 3140
DX 34051
Call 1300 368 333
Fax 03 9735 4249
mail@yarraranges.vic.gov.au
www.yarraranges.vic.gov.au



Property Address 288 Maroondah Highway, Healesville VIC 3777 (Nail Salon)
Property Description Part Lot 1 PS645205 Ca PT5 PGracedale
Assessment Number 40895

An examination of Council's records reveals the following building approvals have been issued for the above property in the preceding 10 years and any current notices.

Please direct all enquiries to Building Services on 1300 368 333

Permit Number	Date issued	Brief Description of Works	Final Inspection	Reg 502(1) Statement, Notices, Order or Certificate
		No record of building approvals granted in preceding 10 years		None

Additional information under Regulation 51(2) can be obtained for an additional fee of \$52.10. This information will include details on whether a property is liable to flooding/designated land or works (uncontrolled overland drainage), subject to significant snowfalls or in a designated termite area.

Received the sum of \$52.10 on Receipt No: 8378380 for this certificate.

George Avramopoulos
Municipal Building Surveyor

NOTES

Smoke Alarms/Sprinkler Systems

The Building Regulations Part 7 Division 2 – Fire Safety in Certain Existing Residential Buildings states that you may be required to provide hard wired smoke alarms and/or automatic fire sprinkler systems in residential buildings.

Note: Smoke Alarms were required to be installed by 1.2.99 or within 30 days of settlement, whichever was the earlier.

Swimming Pools

The Building Regulations requires all swimming pools and spas capable of holding a depth of water exceeding 300mm to be provided with pool fencing/barriers. A building permit is required for any new fencing/barrier or alteration to existing fencing/barrier.

Property Clearance Certificate
Land Tax



DAINTREE CONVEYANCING

Your Reference: DC/2025/6238
Certificate No: 91232799
Issue Date: 29 MAY 2025
Enquiries: JXD11

Land Address: SHOP 1, 288A MAROONDAH HIGHWAY HEALESVILLE VIC 3777

Land Id Lot Plan Volume Folio Tax Payable
REFER TO ATTACHMENT

Vendor: HEALESVILLE AND ELTHAM PROPERTY PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Year Taxable Value (SV) Proportional Tax Penalty/Interest Total
REFER TO ATTACHMENT

Comments: Refer to attachment

Current Vacant Residential Land Tax Year Taxable Value (CIV) Tax Liability Penalty/Interest Total
REFER TO ATTACHMENT

Comments: Refer to attachment

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

Table with 2 columns: Description, Amount. Rows include CAPITAL IMPROVED VALUE (CIV): \$600,000, SITE VALUE (SV): \$290,000, and CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$0.00.



Notes to Certificate - Land Tax

Certificate No: 91232799

Power to Issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General Information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$290,000

Calculated as \$975 plus (\$290,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION


Vacant Residential Land Tax = \$6,000.00

Taxable Value = \$600,000

Calculated as \$600,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY 	Bill Code: 5249 Ref: 91232799
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: 91232799
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

Land Tax

Certificate No: 91232799

Land Address: SHOP 1, 288A MAROONDAH HIGHWAY HEALESVILLE VIC 3777

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42738691	1	645205	11368	484	\$0.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
HEALESVILLE AND ELTHAM PROPERT	2025	\$155,000	\$1,104.31	\$0.00	\$0.00

Comments: Land Tax of \$1,104.31 has been assessed for 2025, an amount of \$1,104.31 has been paid.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

Current Land Tax Charge:	42738691	\$0.00
--------------------------	----------	--------

Land Address: SHOP 1, 288A MAROONDAH HIGHWAY HEALESVILLE VIC 3777

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42738706	1	645205	11368	484	\$0.00

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
HEALESVILLE AND ELTHAM PROPERT	2025	\$135,000	\$961.82	\$0.00	\$0.00

Comments: Land Tax of \$961.82 has been assessed for 2025, an amount of \$961.82 has been paid.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

Current Land Tax Charge:	42738706	\$0.00
--------------------------	----------	--------

Total: \$0.00

Property Clearance Certificate

Commercial and Industrial Property Tax



DAINTREE CONVEYANCING

Your Reference: DC/2025/6238

Certificate No: 91232799

Issue Date: 29 MAY 2025

Enquires: JXD11

Land Address: SHOP 1, 288A MAROONDAH HIGHWAY HEALESVILLE VIC 3777

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42738691	1	645205	11368	484	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
210	N/A	N/A	N/A	The AVPCC allocated to the land indicates a qualifying use. The land may enter the reform if an entry transaction occurs in respect of the land.

Land Address: SHOP 1, 288A MAROONDAH HIGHWAY HEALESVILLE VIC 3777

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42738706	1	645205	11368	484	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
210	N/A	N/A	N/A	The AVPCC allocated to the land indicates a qualifying use. The land may enter the reform if an entry transaction occurs in respect of the land.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$600,000

SITE VALUE: \$290,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91232799

Power to Issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



DAINTREE CONVEYANCING

Your Reference: DC/2025/6238

Certificate No: 91232799

Issue Date: 29 MAY 2025

Land Address: SHOP 1, 288A MAROONDAH HIGHWAY HEALESVILLE VIC 3777

Lot	Plan	Volume	Folio
1	645205	11368	484

Vendor: HEALESVILLE AND ELTHAM PROPERTY PTY LTD

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 91232799

Power to Issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Bill Code: 416073
Ref: 91232793

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: 91232793

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Renewal and Variation of Lease

**288a Maroondah Highway, Healesville
VIC 3777**

BETWEEN

ATHONY DE PIETRO

AND

**ADRIAN GARDINER and ELISABETH
GARDINER**

KYRIACOU LAWYERS

Suite 2 / Level 1,
86 Grimshaw Street
GREENSBOROUGH VIC 3088
Telephone: +61 3 9435-2888
Facsimile: +61 3 9435-3528
SK2024/4745

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Parties

ANTHONY DE PIETRO of 261 O'Grady's Road, Pheasant Creek VIC 3757

(Landlord)

ADRIAN GARDINER and ELISABETH GARDINER of 5 Cornelius Crescent, Healesville VIC 3777

(Tenant)

Background

- A. The Tenant is the occupant of the Premises with the consent of the Landlord pursuant to the terms of the Lease.
- B. The parties have agreed to renew the Lease for a further term of three (3) years commencing on 1 July 2024 and ending on 30 June 2027 (**Term**).
- C. The parties have agreed to vary the Lease as set out in this Deed.
- D. The parties have agreed to enter into this Deed to record the terms of the New Lease for the Term.

Terms and Conditions

1 Definitions

- 1.1 In this Deed unless specified to the contrary:

Business Day means any day other than a Saturday, Sunday or a designated Public Holiday in the state of Victoria as listed in the Victorian government gazette.

Commencing Date means 1 July 2024.

Deed means this deed executed by the parties.

Lease means the lease of the Premises between the former landlord and the Tenant undated but commencing on 1 July 2021, a copy of which is attached hereto at Annexure A.

New Lease means the lease for the Premises between the Landlord and the Tenant granted pursuant to this Deed.

Premises means the premises described in the Lease.

Reference Schedule means the reference schedule to the Lease.

2 The Renewal

- 2.1 The Landlord leases the Premises to the Tenant for the Term on the same terms and conditions as the Lease, subject to the variations in clause 3 of this Deed.
- 2.2 The Tenant occupies the Premises under the Lease, with only those changes necessary for the Lease to apply to this Deed except that the Renewal Clause is deleted and with effect on and from the Commencing Date, the Lease is varied by the Variations.
- 2.3 All provisions of the Lease other than those affected by this Deed remain unchanged and continue in full force.
- 2.4 This Deed does not affect the rights and obligations of the parties to the extent that they relate to the time before the Commencing Date.

3 Lease Variation

3.1 The provisions of the Lease incorporated into this Deed, *mutatis mutandis*, under clause 2.1 are varied as follows:

- (a) The following items of the Reference Schedule are deleted and replaced with the following:

Item 1	Landlord:	ANTHONY DE PIETRO of 261 O'Grady's Road, Pheasant Creek VIC 3757
Item 2	Tenant:	ADRIAN GARDINER and ELISABETH GARDINER of 5 Cornelius Crescent, Healesville VIC 3777
Item 6	Commencement Rent:	\$1,848.43 per calendar month (plus GST if applicable)
Item 8	Term of the Lease:	Three (3) years commencing 1 July 2024 and ending on 30 June 2027
Item 18	Further term(s):	None are available
Item 19	Earliest and latest date for exercising option for renewal:	Not applicable
Item 20	Security deposit:	\$1,848.43

4 Acknowledgement

4.1 The Tenant acknowledges that at the expiry or earlier termination of the New Lease, the Tenant is required to make good the Premises to the same standard as at the Commencement Date.

5 Guarantee provisions

5.1 If applicable, the Guarantor consents to the Tenant entering this Deed and confirms that the guarantee and indemnity of the Tenant's obligations under the Lease is extended to the performance of the obligations of the Tenant under this Deed and the New Lease.

6 Conflict of Provisions

6.1 If there is an inconsistency between a provision of this Deed and a provision of the Lease then the provision of this Deed will prevail.

7 Disclosure Statement

7.1 Acknowledgement of receipt

The Tenant acknowledges having received from the Landlord a disclosure statement (in the form prescribed by the *Retail Leases Act 2003* (Vic)) at least 7 days before the end of the Lease.

8 General Conditions

8.1 Observe and Comply with New Lease

The Landlord and the Tenant agree that they will each observe and perform the terms of the Lease as if those terms had been specified in full in this Deed.

8.2 Further Assurances

Each party must do everything necessary or desirable to give full effect to this Deed with such obligation extending to:

- (a) the signing of documents; and
- (b) the procuring, if applicable, that a party's officers, agents and/or employees do everything necessary or desirable to give full effect to this Deed (including the signing of documents).

8.3 Non-Merger of Provisions

A provision of this Deed which can and is intended to operate after its conclusion will remain in full force and effect.

8.4 Waiver

A waiver by one party of another party's default under this Deed will not constitute a release of the defaulting party's obligation to observe and perform all of its obligations under this Deed in the future.

8.5 Entire Agreement

This Deed embodies the entire agreement and understanding between the parties concerning its subject matter and succeeds and cancels all other agreements, understandings and representations concerning the subject matter of this Deed.

8.6 No Amendments Without Agreement

This Deed may not be modified, discharged or abandoned unless by a document signed by all parties.

8.7 Counterparts

This Deed may be executed in two or more counterparts each of which will be deemed an original but all of which will constitute one and the same document.

8.8 Jurisdiction

This Deed is to be governed by and construed in accordance with all applicable Victorian laws and the parties must submit to the non-exclusive jurisdiction of the Victorian Courts.

8.9 Time of the essence

- (a) Time is of the essence of this Deed.
- (b) If the time for performing any obligation under this Deed expires on a non-Business Day then time is extended until the next Business Day.

9 Interpretation

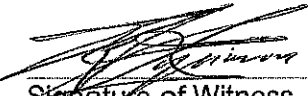
- 9.1 In this Deed unless specified to the contrary:
- (a) time is of the essence;
 - (b) words importing the singular include the plural and vice versa;
 - (c) words importing any gender include all other genders;
 - (d) a reference to a natural person includes a company or other corporate body and vice versa;
 - (e) a reference to any legislation, regulation, code or local law includes any modification, re-enactment or substitution of it;
 - (f) the obligations on the part of a party who is a natural person includes his heirs, executors, administrators and assigns; and
 - (g) the obligations on the part of a party which is a company or other corporate body includes its successors and assigns.
- 9.2 This Deed is to be interpreted so that it complies with all applicable Victorian laws and if any provision does not comply then it must be read down so as to give it as much effect as possible however, if it is not possible to give that provision any effect at all then it is to be severed from this Deed in which case the remainder of this Deed will continue to have full force and effect.
- 9.3 Any obligation imposed by this Deed on two or more persons binds them jointly and each of them severally.
- 9.4 The Index and clause headings are for ease of reference only and are not intended to affect the construction or interpretation of this Deed.

Execution Page

EXECUTED as a Deed on the 18th day of October, 2024

Landlord

SIGNED, SEALED and DELIVERED by the)
said **ANTHONY DE PIETRO** in the presence of:)



Signature of Witness



Signature of Anthony De Pietro

SANVAS MYRIACOU

Name of Witness
(Please print)

Tenant

SIGNED, SEALED and DELIVERED by the)
said **ADRIAN GARDINER** in the presence of:)



Signature of Witness




Signature of Adrian Gardiner

MATTHEW BALDANE

Name of Witness
(Please print)

SIGNED, SEALED and DELIVERED by the)
said **ELISABETH GARDINER** in the presence)
of:)



Signature of Witness



Signature of Elisabeth Gardiner

MATTHEW BALDANE

Name of Witness
(Please print)

Annexure A Lease

This document has been prepared by the Law Institute of Victoria for use by solicitors only and is not designed for sale to the public. It may require to be added to or amended to ensure its suitability for a particular transaction. For that reason this document should only be used by a solicitor or someone with professional training.



Lease of Real Estate

with Guarantee & Indemnity

(Commercial Property)

Important Notices To The Person Preparing This Lease

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. You should note the warranty in clause 22 and record any alterations to the lease conditions in schedule item 22 and not in the lease conditions. If the lease is one to which the *Retail Leases Act 2009* (Vic) applies, the parties should refer to that Act for important rights and obligations that are not set out in this lease.

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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.

Lease Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 The listed expressions in bold print have the meaning set out opposite them -

EXPRESSION	MEANING
accounting period	the period of 12 months ending 30 June or other period of 12 months adopted by the landlord in respect of this lease for recovery of building outgoings and includes any broken periods at the start and end of the term
Act	the <i>Retail Leases Act 2003</i> (Vic)
Building	any building in which the premises are located, including the landlord's installations
Building outgoings	any of the following expenses (excluding capital expenses and expenses whose recovery from the tenant would be contrary to applicable legislation) incurred in respect of the land, the building, the premises or any premises in the building which include the premises - <ul style="list-style-type: none"> (a) rates, levies and assessments imposed by any relevant authorities; (b) 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 and is not subject to a trust but excluding income tax and capital gains tax; (c) the costs of maintaining and repairing the building and the landlord's installations and carrying out works as required by relevant authorities (but excluding any amount recovered in respect of maintenance or repair by the landlord from its insurer); (d) premiums and charges for the following insurance policies taken out by the landlord - <ul style="list-style-type: none"> (i) damage to and destruction of the premises for their replacement value for the risks listed in item 11, (ii) removal of debris, (iii) breakdown of landlord's installations, (iv) breakage of glass, (v) public risk for any single event for the amount stated in item 12 (if none is stated, \$10 million) or other amount reasonably specified from time to time by the landlord, and (vi) loss of rent and outgoings for the period stated in item 13 or, if none is stated, 12 months, and excesses paid or payable on claims, and, if the premises occupy only a part of the lettable area of the building, the following further items - <ul style="list-style-type: none"> (e) costs incurred in providing services to the building and the land including - <ul style="list-style-type: none"> (i) heating, (ii) cooling, (iii) air-conditioning, (iv) cleaning, (v) pest control, (vi) waste collection, (vii) lighting, (viii) landscaping and garden maintenance, (ix) security, and (x) fire safety prevention, detection and control; (f) accountancy and audit fees; and (g) costs of whatever description, reasonably incurred by the landlord in the administration, management or operation of the building and the land, whether incurred by the landlord directly or as owners corporation levies, 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

building rules	any rules adopted from time to time for the building , including the rules of any owners corporation affecting the premises
common areas	areas in the building or on the land that are under the control of the landlord and are used or intended for use - (a) by the public; or (b) in common by tenants of premises in the building in relation to the carrying on of businesses on those premises, other than areas which are let or licensed, or intended to be let or licensed, other than on a casual basis
Consumer Price Index	the consumer price index published by the Australian Government Statistician under the heading All Groups, Melbourne
CPI review date	a date specified in Item 16(b)
fixed review date	a date specified in Item 16(c)
GST	GST within the meaning of the GST Act
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>
guarantor	the person named in item 3
item	an item in the schedule to this lease
land	the parcel of land on which the building is erected and which is described in item 4(b)
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	any property of the landlord , other than land or fixtures, from time to time in the premises or on the land and includes the property listed in Item 5
lettable area	unless the Act applies and requires otherwise - (a) in relation to the premises , the area let; and (b) 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. When it is necessary to measure the lettable area of the building or any part of the building , the measurement is to be carried out using the most recent revision of the relevant Property Council of Australia method of measurement
market review date	a date specified in item 16(a)
permitted use	the use specified in item 15
PPSA	the <i>Personal Property Securities Act 2009 (Cth)</i>
premises	the premises described in item 4(a) and fixed improvements and the landlord's installations within the premises
rent	the amount in item 6 , as varied in accordance with this lease
review date	a date specified in item 16
start of the lease	the first day of the term but, if this lease is a renewal under an option in an earlier lease (whether or not this lease is on terms that are materially different to those contemplated by the earlier lease), the starting date of the first lease to contain an option for renewal.
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 to the premises
tenant's installations	the items of equipment and fittings listed in item 7 and those introduced 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(2) of the <i>Valuation of Land Act 1980 (Vic)</i> and, if the Act applies, a specialist retail valuer.

- 1.2 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.
 - 1.3 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.
 - 1.4 The law of Victoria applies to this lease.
 - 1.5 Any change to this lease must be in writing and signed by the parties.
 - 1.6 If a party consists of more than one person –
 - (a) the acts and omissions of any of them bind all of them; and
 - (b) an obligation imposed by this lease on or in favour of more than one person binds or benefits them separately, together and in any combination.
 - 1.7 The use of one gender includes the others and the singular includes the plural and vice versa.
 - 1.8 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.
 - 1.9 This lease, including all guarantees and indemnities, is delivered and operates as a deed.
 - 1.10 The tenant is bound by and answerable for the acts and omissions of the tenant's agents.
 - 1.11 If there is a conflict between a provision in the schedule and one of these lease conditions then the provision in the schedule is to prevail.
 - 1.12 "Include" and every form of that word is to be read as if followed by "(without limitation)"
 - 1.13 This lease includes the schedule.
 - 1.14 The parties consider that the application of the Act to this lease is as specified in item 15 and, if item 15 states that the Act does not apply, that the reason is as specified in item 15.
2. **TENANT'S PAYMENT, USE AND INSURANCE OBLIGATIONS**
- 2.1 The tenant must –
- 2.1.1 pay the rent without any set-off (legal or equitable) or deduction whatever to the landlord on the days and in the way stated in item 9 without the need for a formal 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 18 –
 - (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 as specified in item 16 in respect of that fixed review date.
 - 2.1.2 produce receipts for paid building outgoings within 7 days of a request.
 - 2.1.3 pay when due all charges for the provision of services to the premises including gas, electricity, water and telephone.
 - 2.1.4 remove regularly from the premises all rubbish and waste generated by the tenant's operations.
 - 2.1.5 pay the proportion of the building outgoings specified in item 10 in accordance with clause 5.4.
 - 2.1.6 pay or reimburse within 7 days of a request all increases in insurance premiums paid or payable by the landlord as the result of the tenant's use of the premises.
 - 2.1.7 pay within 7 days of a request 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, continues until the overdue money is paid and is capitalised monthly.
 - 2.1.8 pay within 7 days of a request the landlord's reasonable expenses and legal costs in respect of –
 - (a) the negotiation, preparation, settling, execution and stamping (if applicable) of this lease,
 - (b) change to this lease requested by the tenant whether or not the change occurs,
 - (c) the surrender or ending of this lease (other than by expiration of the term) requested by the tenant, whether or not the lease is surrendered or ended,
 - (d) the transfer of this lease or subletting of the premises or proposed transfer or subletting whether or not the transfer or subletting occurs,

- (e) a request by the **tenant** for consent or approval, whether or not consent or approval is given,
 - (f) any breach of this lease by the **tenant**, or
 - (g) 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.
- 2.1.9 pay any stamp duty on this lease, on any renewal, and any additional stamp duty after a review of **rent**.
- 2.1.10 subject to clauses 3.3.2 and 3.3.3, comply with all laws relating to the use or occupation of the **premises**.
- 2.1.11 carry on the business of the **permitted use** efficiently and, subject to all applicable laws, keep the **premises** open during the business hours which are normal for the **permitted use** and not suspend or discontinue the operation of the business.
- 2.1.12 comply with the **landlord's** reasonable requirements in relation to the use of the **landlord's installations** and any services provided by the **landlord**.
- 2.1.13 subject to clauses 3.3.2 and 3.3.3, comply with the laws and requirements of relevant authorities relating to essential safety measures, occupational health and safety and disability discrimination relevant to the **premises** or the **building**.
- 2.2 The **tenant** must not, and must not let anyone else -
 - 2.2.1 use the **premises** except for the **permitted use**, but the **tenant** agrees that the **landlord** has not represented that the **premises** may be used for that use according to law or that the **premises** are suitable for that use.
 - 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,
 - (b) any claim on it to be 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 to the extent necessary for the **permitted use**, or create fire hazards.
 - 2.2.9 do anything which might prejudicially affect the essential safety measures or the occupational health and safety or disability discrimination status of the **premises** or the **building**.
 - 2.2.10 place any sign on the exterior of the **premises** without the **landlord's** written consent.
 - 2.2.11 make any alteration or addition, or affix any object, to the **premises** except with the **landlord's** written consent; consent is at the **landlord's** discretion for any alteration, addition or affixation affecting the structure of the **building** or any of the infrastructure for the provision of services to the **building** but, otherwise, clause 9.1 applies. In undertaking any work for which the **landlord's** consent has been obtained, the **tenant** must strictly conform to plans approved by the **landlord** and comply with all reasonable conditions imposed on that consent by the **landlord** and the requirements of each authority with jurisdiction over the **premises**.
 - 2.2.12 bring onto the **premises** any object which, due to its nature, weight, size or operation, might cause damage to the **premises**, the **building**, or the effective operation of the infrastructure for the provision of services to the **premises** or the **building** without the **landlord's** written consent.
 - 2.2.13 except in an emergency, interfere with any infrastructure for the provision of services in the **premises**, the **building**, or in any property of which the **premises** are part.
- 2.3 The **tenant** must -
 - 2.3.1 take out and keep current an insurance cover for the **premises** 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 clauses 5.2 and 5.3.2 of this lease to the extent that such an extension is procurable on reasonable terms in the Australian insurance market.

- 2.3.2 maintain the insurance cover with an insurer approved by the **landlord**.
- 2.3.3 produce satisfactory evidence of insurance cover on written request by the **landlord**.

3 REPAIRS, MAINTENANCE, FIRE PREVENTION AND REQUIREMENTS OF AUTHORITIES

3.1 Subject to clause 3.3, the **tenant** must -

- 3.1.1 keep the **premises** in the same condition as at the **start of the lease**, except for fair wear and tear; and
- 3.1.2 comply with all notices and orders affecting the **premises** which are issued during the **term** except any notices or orders that applicable legislation makes the responsibility of the **landlord**.

3.2 In addition to its obligations under clause 3.1, the **tenant** must -

- 3.2.1 repaint or refinish all painted or finished surfaces in a workmanlike manner with as good quality materials as previously at least once every 5 years during the **term** and any further term viewed as one continuous period.
- 3.2.2 keep the **premises** properly cleaned and free from rubbish, keep waste in proper containers and have it removed regularly.
- 3.2.3 immediately replace glass which becomes cracked or broken with glass of the same thickness and quality.
- 3.2.4 immediately repair defective windows, light fittings, doors, locks and fastenings, and replace missing or inoperative light-globes and fluorescent tubes, keys and keycards.
- 3.2.5 maintain in working order all plumbing, drainage, gas, electric, solar and sewerage installations.
- 3.2.6 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 infrastructure for the provision of services to, the **premises**,
 - (b) receipt of a notice or order affecting the **premises**,
 - (c) any hazards threatening or affecting the **premises**, and
 - (d) any hazards arising from the **premises** for which the **landlord** might be liable.
- 3.2.7 immediately make good damage caused to adjacent property by the **tenant** or the **tenant's** agents.
- 3.2.8 permit the **landlord**, its agents or workmen to enter the **premises** during 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.
- 3.2.9 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** within 7 days of a request.
- 3.2.10 only use persons approved by the **landlord** to repair and maintain the **premises** but, if the Act applies, only use persons who are suitably qualified.
- 3.2.11 comply with all reasonable directions of the **landlord** or the insurer of the **premises** as to the prevention, detection and control of fire.
- 3.2.12 on vacating the **premises**, remove all signs and make good any damage caused by installation or removal.
- 3.2.13 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.
- 3.2.14 permit the **landlord** or its agent access to the **premises** at reasonable times by appointment to show the **premises** -
 - (a) to valuers and to the **landlord's** consultants,
 - (b) to prospective purchasers at any time during the **term**, and
 - (c) to prospective tenants within 3 months before the end of the **term** (unless the **tenant** has exercised an option to renew this lease)

and to affix "for sale" or "to let" signs in a way that does not unduly interfere with the permitted use.

- 3.2.15 maintain any grounds and gardens of the premises in good condition, tidy, free from weeds and well-watered.
- 3.2.16 maintain and keep in good repair any heating, cooling or air conditioning equipment exclusively serving the premises.
- 3.3 The tenant is not obliged -
 - 3.3.1 to repair damage against which the landlord must insure under clause 6.2 or to reimburse the landlord for items of expense or damage that would be covered under insurance of the type specified unless the landlord loses or, where the landlord has failed to insure as required, would have lost, the benefit of the insurance because of acts or omissions by the tenant or the tenant's agents.
 - 3.3.2 to carry out structural or capital repairs or alterations or make payments of a capital nature unless the need for them results from -
 - (a) negligence by the tenant or the tenant's agents,
 - (b) failure by the tenant to perform its obligations under this lease,
 - (c) the tenant's use of the premises, other than reasonable use for the permitted use, or
 - (d) the nature, location or use of the tenant's installations,
 in which case the repairs, alterations or payments are the responsibility of the tenant.
 - 3.3.3 to carry out any work that applicable legislation makes the responsibility of the landlord.

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 (Vic) 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 and the proposed transferee or subtenant proposes to use the premises in a way permitted under this lease. 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 if the Act does not apply, any additional information reasonably required by the landlord to enable it to make a decision, and
 - (b) a copy of the proposed document of transfer or sublease, and
 - 4.3.3 remedy any breach of the lease which has not been remedied and of which the tenant has been given written notice.
- 4.4 If the Act applies and -
 - 4.4.1 the tenant has asked the landlord to consent to a transfer and complied with clause 4.3 and section 61 of the Act, and
 - 4.4.2 the landlord fails to respond by giving or withholding consent to the transfer within 28 days,
 then the landlord is to be taken as having consented.
- 4.5 If the landlord consents to the transfer or sublease, the landlord, the tenant, the new tenant or sub-tenant, and the guarantor must execute the documents submitted under sub-clause 4.3.2(b). The directors of the new tenant (if it is a corporation) must execute a guarantee and indemnity in the terms 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 Except by a transfer or sublease to which the **landlord** has consented, or is to be taken as having consented, the **tenant** must not give up possession or share occupancy of the **premises** or grant a licence to anyone else or mortgage or charge its interest under this lease or enter into any arrangement that gives a person the right to enter into occupation of the **premises**, without the **landlord's** written consent; consent is at the **landlord's** discretion.
- 4.8 Subject to the **Act**, if it 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 the **premises** to the **landlord** clean and in the condition required by this lease, and
- 5.1.2 remove the **tenant's installations** and other **tenant's** property from the **premises** and make good any damage caused in installing or removing them.

If the **tenant** leaves any **tenant's installations** or other **tenant's** property on the **premises** after the end of the lease, unless the **landlord** and **tenant** agree otherwise -

- 5.1.3 all items of **tenant's installations** and **tenant's** 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 of the **tenant** and recover the costs of removal and making good as a liquidated debt payable on demand; and
- 5.1.4 the parties intend that clause 5.1.3 operate in relation to **tenant's installations** and **tenant's** property in place of any legislation that might otherwise apply to goods remaining on the **premises**.

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 incidents occurring on the **premises** (except to the extent caused or contributed to by the **landlord**, or a person for whom the **landlord** is responsible) or resulting from damage to adjacent premises covered by clause 3.2.7.

5.4 In relation to **building outgoings** -

- 5.4.1 the **landlord** must pay the **building outgoings** when they fall due for payment but, if the **landlord** requires, the **tenant** must pay when due a **building outgoing** for which the **tenant** receives notice directly and reimburse the **landlord** within 7 days of a request all **building outgoings** for which notices are received by the **landlord**.
- 5.4.2 the **tenant** must pay or reimburse the **landlord** the proportion specified in Item 10.
- 5.4.3 at least 1 month before the start of an **accounting period**, the **landlord** may, or if the **Act** applies must, give the **tenant** an estimate of **building outgoings** for the **accounting period**.
- 5.4.4 despite clause 5.4.1, if the **landlord** requires, 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 (after allowing for **building outgoings** paid directly or separately reimbursed by the **tenant**).
- 5.4.5 if the **Act** applies, the **landlord** must make a statement of **building outgoings** available during each **accounting period** as required by the **Act**.
- 5.4.6 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 accompanied by a report by a registered company auditor, the statement must be accompanied by a report complying with section 47(5); if the **Act** applies but does not require that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by the items specified in section 47(6)(b)).
- 5.4.7 the **tenant** must pay any deficiency or the **landlord** must repay any excess, within 1 month after a statement is provided under clause 5.4.6 or within 4 months after the end of the **accounting period**, whichever is earlier.
- 5.4.8 the parties must make an appropriate adjustment for any **building outgoing** incurred in respect of a period beginning before the start of the **term** or extending beyond the end of the **term**.

- 5.5 If the freehold of the **premises** (or the **building**) is transferred, the transferor **landlord** is released from all lease obligations falling due for performance on or after the date of the instrument of transfer.
- 5.6 Payment or tender by cheque is not effective until clearance of funds.

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 at the start of the **term** and keep current policies of insurance for the risks listed in item 11 against -
- 6.2.1 damage to and destruction of the **building**, for its replacement value,
 - 6.2.2 removal of debris,
 - 6.2.3 breakdown of **landlord's installations**, and
 - 6.2.4 breakage of glass, for its replacement value.
- 6.3 The **landlord** must give to the **tenant** the written consent to this lease of each mortgagee whose interest would otherwise have priority over this lease by endorsement on this lease in the terms set out following the 'execution and attestation' section.
- 6.4 The **landlord** must keep the structure (including the external faces and roof) of the **building** and the **landlord's installations** in a condition consistent with their condition at the **start of the lease**, but is not responsible for repairs which are the responsibility of the **tenant** under clauses 3.1, 3.2 and 3.3.2.

7. EVENTS OF DEFAULT AND LANDLORD'S RIGHTS

- 7.1 The **landlord** may terminate this lease, by re-entry or notice of termination, if -
- 7.1.1 the **rent** is unpaid after the day on which it falls due for payment,
 - 7.1.2 the **tenant** does not meet its obligations under this lease,
 - 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,
 - (b) goes into liquidation,
 - (c) is placed under official management,
 - (d) has a receiver, including a provisional receiver, or receiver and manager of any of its assets or an administrator appointed,
 - (e) 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, or
 - (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 a recognised Australian public securities 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,
 - 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,
 - 7.1.5 a **guarantor** is a natural person and -
 - (a) becomes bankrupt,
 - (b) takes or tries to take advantage of Part X of the *Bankruptcy Act 1966* (Cth),
 - (c) makes an assignment for the benefit of their creditors, or
 - (d) enters into a composition or arrangement with their creditors,
 - 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 14 days.
- 7.2 Termination by the **landlord** ends this lease, but the **landlord** retains the right to sue the **tenant** for unpaid money or for damages (including damages for the loss of the benefits that the **landlord** would have received if the lease had continued for the full **term**) for breaches of its obligations under this lease.

- 7.3 For the purpose of section 146(1) of the *Property Law Act 1958* (Vic), 14 days is fixed as the period within which the **tenant** must remedy a breach capable of remedy and pay reasonable compensation for the breach.
- 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, 2.1.5, 2.1.6, 2.1.10, 2.1.11, 2.2.1, 2.2.2, 2.2.7, 2.2.8, 2.2.9, 2.2.11, 2.2.12, 2.3, 3.2.11, 4.1, 4.7, 5.4.2, 5.4.7, 13 and 17. Other **tenant** obligations under this lease may also be essential.
- 7.5 Before terminating this lease for repudiation (including repudiation consisting of the non-payment of rent) or for an event to which section 146(1) of the *Property Law Act 1958* (Vic) does not extend, the **landlord** must give the **tenant** written notice of the breach and a period of 14 days in which to remedy it (if it is capable of remedy) and to pay reasonable compensation for it. A notice given in respect of a breach amounting to repudiation is not an affirmation of the lease.
- 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** are unfit for use for the **permitted use** or inaccessible-
- 8.1.1 a fair proportion of the **rent** and **building outgoings** is to be suspended until the **premises** are again wholly fit for the **permitted use**, and accessible, and
- 8.1.2 the suspended proportion of the **rent** and **building outgoings** must be proportionate to the nature and extent of the unfitness for use 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 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**, 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 **building outgoings** under sub-clause 8.1.1 nor to end the lease under sub-clause 8.3.2 and the **landlord** will not be obliged to reinstate the **premises** or the **building** under clause 8.2 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**.
- 8.5 If the *Act* does not apply and there is a dispute under this clause, the **landlord** or the **tenant** may request the President of the Australian Property Institute, Victorian Division, to nominate a practising valuer member of that Institute to determine the dispute or the **landlord** and **tenant** may refer the dispute to mediation under clause 16 unless item 21 states that the mediation procedure does not apply to this lease. The valuer acts as an expert and not as an arbitrator and the determination is binding.

9. CONSENTS AND WARRANTIES

- 9.1 Subject to the *Act* (if it applies), the **landlord** must not unreasonably withhold its consent or approval to any act by the **tenant** or matter which needs consent or approval unless any other clause provides otherwise, but -
- 9.1.1 the **landlord** may impose reasonable conditions on any consent or approval, and
- 9.1.2 the **tenant** must reimburse the **landlord's** reasonable expenses resulting from an application for its consent or approval, including fees paid to consultants.
- 9.2 This lease, together with (if the *Act* applies) any disclosure statement, contains the whole agreement of the parties. Neither the **landlord** nor the **tenant** 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 the **landlord** or the **tenant** may end the tenancy by giving one month's written notice to the other which may expire on any day of the month,
- 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 an acceptance of repudiation or a 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 in accordance with clause 7.1.

11. RENT REVIEWS TO MARKET

- 11.1 In this clause "review period" means the period following each **market review date** until the next **review date** or 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 the **landlord** or the **tenant** unless item 17 states otherwise but, if the **Act** applies, review is mandatory.
- 11.1.2 the **landlord** or **tenant** entitled to initiate a review does so by giving the other a written notice stating the current market rent which it proposes as the rent for the review period. If the **Act** does not apply and the recipient of the notice does not object in writing to the proposed rent within 14 days the proposed rent becomes the rent for the review period.
- 11.1.3 If -
 - (a) the **Act** does not apply and the recipient of the notice serves an objection to the proposed rent within 14 days and the **landlord** and **tenant** do not agree on the rent within 14 days after the objection is served, or
 - (b) the **Act** applies and the **landlord** and **tenant** do not agree on what the rent is to be for the review period,

the **landlord** and **tenant** must appoint a **valuer** to determine the current market rent.

If the **Act** does not apply and if the **landlord** and **tenant** do not agree on the name of the **valuer** within 28 days after the objection is served, either may apply to the President of the Australian Property Institute, Victorian Division to nominate the **valuer**. If the **Act** applies, the **valuer** is to be appointed by agreement of the **landlord** and **tenant**, 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 **landlord** and **tenant** within 21 days of their being informed of the **valuer's** appointment, and
 - (b) determine the current market rent as an expert

and, whether or not the **Act** applies, must make the determination in accordance with the criteria set out in section 37(2) of the **Act**.

- 11.1.5 The **valuer** must make the determination of the current market rent and inform the **landlord** and **tenant** 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.

- 11.1.6 If -
 - (a) no determination has been made within 45 days (or such longer period as is agreed by the **landlord** and the **tenant** or, if the **Act** applies, as is determined in writing by the Small Business Commissioner) of the **landlord** and **tenant**
 - (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 **landlord** and **tenant** may immediately appoint a replacement **valuer** in accordance with sub-clause 11.1.3.

- 11.2 The **valuer's** determination is binding.
- 11.3 The landlord and tenant must bear equally the **valuer's** fee for making the determination and if either pays more than half the fee, may recover the difference 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 **market review date** and within 7 days of being informed of the **valuer's** determination, the parties must make any necessary adjustments.
- 11.5 If the Act does not apply, a delay in starting a market review does not prevent the review from taking place and being effective from the **market review date** but if the market review is started more than 12 months after the **market review date**, the review takes effect only from the date on which it is started.

12. FURTHER TERM(S)

- 12.1 The **tenant** has an option to renew this lease for the further term or terms stated in **Item 18** and the **landlord** must renew this lease for the further term immediately following the term 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 at the time the **tenant** requests renewal as required by clause 12.1.3,
 - 12.1.2 the **tenant** has not persistently committed breaches of this lease of which the **landlord** has given written notice during the term, and
 - 12.1.3 the **tenant** has exercised the option for renewal in writing not more than 6 months nor less than 3 months before the end of the term. The earliest and latest dates for exercising the option are stated in **Item 19**.
- 12.2 The lease for the further term -
 - 12.2.1 starts on the day after the term ends,
 - 12.2.2 has a starting **rent** determined in accordance with clause 11 as if the first day of the further term were specified as a **market review date** in **Item 16(a)**, 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) including any provisions appearing in this document that may have been read down or severed to comply with any applicable law that has ceased to be applicable, as if they had not been read down or severed.
- 12.3 If the **tenant** is a corporation and was required to provide directors' guarantees for this lease, the **tenant** must provide guarantees of its obligations under the renewed lease by its directors, and by each person who has provided a guarantee for the expired term, in the terms 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.
- 13.2 Any security deposit not in the form of a guarantee must be invested in an interest bearing deposit and 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 (or any of the events specified in clause 7.1) and the **tenant** must pay whatever further amount is required to bring the deposit back to the required level.
- 13.4 As soon as practicable after this lease has ended and the **tenant** has vacated the **premises** and performed all of its obligations under the lease, the **landlord** must refund the unused part of the deposit.
- 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* (Cth).
- 13.6 If the freehold of the **premises** is transferred:
 - 13.6.1 the **tenant** must provide a replacement guarantee in exchange for the existing guarantee if requested by the **landlord** in writing to do so, but the **landlord** must pay the reasonable fees charged by the ADI for the issue of the replacement guarantee, and
 - 13.6.2 the **landlord** must transfer any security deposit held under this lease to the transferee.

14. NOTICES

- 14.1 A notice under this lease may be served or given -
 - 14.1.1 by pre-paid post,
 - 14.1.2 by delivery

14.1.3 by email, or

14.1.4 in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, to the party's last known address, registered office, or (if to the tenant) at the premises.

14.2 Posted notices will be taken to have been received on the second day after posting that is not a Saturday Sunday or bank holiday in the place of intended receipt, unless proved otherwise.

14.3 Notices delivered or sent by email are taken to have been served or given at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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 further term or terms and during any period of overholding after the end of the term,

15.1.2 must pay on demand any amount which the landlord is entitled to recover from the tenant under this lease whether in respect of the term, any further term or further terms or any period of overholding, 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 and whether in respect of the term, any further term or any period of overholding.

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,

15.2.2 failure by any guarantor to sign this document,

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 by a new tenant,

15.2.4 the fact that this lease is subsequently registered at the Land Registry or not registered, or, for any reason, is incapable of registration, or

15.2.5 transfer of the freehold of the premises.

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,

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,

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 separately, together and in any combination.

15.6 Each of the events referred to in clauses 7.1.5 and 7.1.6 is deemed to be a breach of an essential term of this lease.

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 landlord and the tenant 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, and

- 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 the **landlord** or **tenant** may start mediation by serving a mediation notice on the other.
- 16.2.2 the notice must state that a dispute has arisen and identify what the dispute is.
- 16.2.3 the **landlord** and **tenant** must jointly request appointment of a mediator. If they fail to agree on the appointment within 7 days of service of the mediation notice, either 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 **landlord** and **tenant** and each **guarantor** 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 **landlord** and **tenant** in writing, the mediation ceases.
- 16.3 The mediator may fix the charges for the mediation which must be paid equally by the **landlord** and **tenant**.
- 16.4 If the dispute is settled, the **landlord** and **tenant** and each **guarantor** must sign the terms of agreement and the signed terms are binding.
- 16.5 The mediation is confidential and -
- 16.5.1 statements made by the mediator or the participants in the mediation, and
- 16.5.2 discussions between the participants in 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 **landlord** and **tenant** and each **guarantor** release the mediator from any court proceedings relating to this lease or the mediation.
- 16.7 The mediator is not bound by the rules of natural justice and may discuss the dispute with a participant in the absence of any others.
- 16.8 If the **Act** applies, so that a dispute must be referred to the Victorian Civil and Administrative Tribunal, the **landlord** and **tenant** 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** unless the context requires otherwise.
- 17.2 Amounts specified as payable under or in respect of this lease are expressed exclusive of GST.
- 17.3 The recipient of a taxable supply made under or in respect of this lease must pay to the supplier, at the time payment for the supply is due, the **GST** payable in respect of the supply. This obligation extends to supply consisting of 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** liability for **GST**.
- 17.5 A recipient of supply 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 it.

18. CONSUMER PRICE INDEX

- 18.1 On a **CPI review date**, the rent is adjusted by reference to the **Consumer Price Index** 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** number for the quarter immediately preceding the **CPI review date**, and

"CPIA" means the **Consumer Price Index** number for the quarter immediately preceding the most recent earlier **review date** or, where there is no earlier **review date**, the quarter immediately preceding the start of the term.

- 18.2 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 any deficiency or the **landlord** must immediately repay any excess.
- 18.3 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.
- 18.4 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 President of the Australian Property Institute, Victorian Division (acting as an expert and not as an arbitrator), determines is appropriate in the circumstances. This determination is binding.
- 18.5 Unless the **Act** applies, the adjustment is not made if it would result in a decrease in the **rent** payable.

19. IF PREMISES ONLY PART OF THE LETTABLE AREA OF THE BUILDING

- 19.1 If the **premises** are only a part of the **lettable area** of the **building**, the provisions of this clause apply.
- 19.2 The **landlord** -
- 19.2.1 may adopt whatever name it chooses for the **building** and change the name from time to time, and
 - 19.2.2 reserves all proprietary rights to the name of the **building** and any logo adopted for the **building**.
- 19.3 The **landlord** reserves for itself the use of all external surfaces of the **building** and areas outside the **building**.
- 19.4 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 -
- 19.4.1 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,
 - 19.4.2 to exclude persons whose presence the **landlord** considers undesirable,
 - 19.4.3 to grant easements over any parts of the **land** which do not materially and adversely affect the **tenant's** use,
 - 19.4.4 to install, repair and replace, as necessary, the infrastructure necessary or desirable for the provision of services to the various parts of the **building**, and
 - 19.4.5 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 consistent with the **Act**.

- 19.5 The **tenant** must not obstruct the **common areas** or use them for any purpose other than the purposes for which they were intended.
- 19.6 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. PERSONAL PROPERTY SECURITIES ACT

- 20.1 Expressions used in this clause that are defined in the **PPSA** have the meanings given to them in the **PPSA**.
- 20.2 The **landlord** may, at any time, register a financing statement for any security interest arising out of or evidenced by this lease over any or all of -
- 20.2.1 the **landlord's installations**,
 - 20.2.2 any security deposit provided by the **tenant**, and
 - 20.2.3 **tenant's installations** and other **tenant's** property left on the **premises** after the end of the lease,
- that are personal property, and must identify the property affected by the financing statement in the free text field of the statement.
- ~~The **tenant** waives the right to receive notice under section 157(1) of the **PPSA**.~~

20.3 When this lease -

20.3.1 ends and the **tenant** has vacated the **premises** and performed all of its obligations under it, or

20.3.2 is transferred,

the **landlord** must register a financing change statement with respect to any security interest for which the **landlord** has registered a financing statement other than those to which sub-clause 20.2.3 relates.

20.4 The **tenant** must sign any documents and do anything necessary to enable the **landlord** to register the statements referred to in the preceding sub-clause and to enforce its rights and perform its obligations under this clause and the **PPSA**. In particular, if the **tenant** is a natural person, the **tenant** must provide the **landlord** with the **tenant's** date of birth and a certified copy of a Victorian driver's licence (or other evidence acceptable to the **landlord**) to confirm the **tenant's** date of birth. The **landlord** must keep the **tenant's** date of birth and any evidence provided to confirm it secure and confidential.

20.5 The **tenant** must not register, or permit to be registered, a financing statement in favour of any person other than the **landlord**, for any security deposit provided by the **tenant** or any of the **landlord's** installations.

20.6 The **tenant** must pay the **landlord's** reasonable expenses and legal costs in respect of anything done or attempted by the **landlord** in the exercise of its rights or performance of its obligations under this clause or the **PPSA**, ~~except the **landlord's** costs of registering a financing statement under sub-clause 20.2 which are to be borne by the **landlord**.~~

20.7 In accordance with section 275(6)(a) of the **PPSA**, the parties agree that neither of them will disclose information of the kind mentioned in subsection 275(1).

20.8 Subject to any requirement to the contrary in the **PPSA**, notices under this clause or the **PPSA** may be served in accordance with clause 14 of this lease.

21. **ADDITIONAL PROVISIONS**

Any additional provisions set out in **Item 22** -

21.1 bind the parties, and

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

22. **LANDLORD WARRANTY**

The **landlord** warrants that clauses 1 to 21 appearing in this lease are identical to clauses 1 to 21 of the copyright Law Institute of Victoria Lease of Real Estate August 2014 Revision and that any modifications to them are set out as additional provisions in **Item 22**.

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. You should note the warranty in clause 22 and record any deletions, alterations and/or additions to the standard lease conditions as additional provisions in Item 22 and not in the lease conditions.

Item 1
[1.1]

Landlord:

Gillian Margaret Driessen
288 Maroondah Highway, Healesville 3777

Item 2
[1.1]

Tenant:

Adrian Gardiner & Libby Taitz *Elisabeth Gardiner*
5 Cornelius Crescent, Healesville 3777 *CH AB*

Item 3
[1.1]

Guarantor:

Item 4
[1.1]

(a) Premises:

288a Maroondah Highway, Healesville.3777

(b) Land:

Item 5
[1.1]

Landlord's Installations:

All fixtures, fittings, furniture, furnishings and decorations, plant and equipment in, on or fixed to the premises that are owned by the Landlord and made available to the Tenant during the term as part of its occupational requirements.

Item 6
[1.1]

Rent:

\$1559.07 per calendar month (plus GST if applicable)

Note: There is no need to refer to GST if the rent is expressed as a GST exclusive sum – see clause 17; if the rent is expressed as a GST inclusive sum, an additional provision will be needed to modify the operation of clause 17.

Item 7
[1.1]

Tenant's installations:

All plant and equipment, fixtures, fittings, furniture, furnishings and decorations or other property brought in, on or fixed to the premises by the Tenant that are not the Landlord's Installations.

Item 8
[1.1]

Term of the lease:

3 years starting on 1 July 2021.

Item 9
[2.1.1]

How rent is to be paid:

Monthly in advance.

Item 10
[1.1,
2.1.2,
2.1.5 &
5.4]

Building outgoings which the tenant must pay or reimburse:

~~Premises consist of the entire lettable area of the building~~

~~100% of all building outgoings~~

OR

Premises consist of only a part of the lettable area of the building

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 ~~100~~ 50 % [insert percentage];

(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%

OR

Other terms:

Item 11
[1.1 &
6.2]

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 requires from time to time.

* Delete risks not required to be covered and add any other risks required to be covered

Item 12
[1.1 &
2.3.1]

Amount of public risk insurance cover:

\$10,000,000.00

or other amount reasonably specified from time to time by the landlord.

Item 13
[1.1]

Period of loss of rent and outgoings insurance:

Not Applicable.

Item 14
[2.1.7]

Interest rate on overdue money:

2% per annum more than the rate from time to time fixed by the *Penalty Interest Rates Act 1983 (Vic)*.

Item 15
[2.2.1]

Permitted use:

Hairdresser

[1.14]

Application of Act:

The Act does*/does not* apply

~~Reason why Act does not apply:-~~

***Delete whichever alternative does not apply.**

Item 16
[2.1.1,
11, 18]

Review date(s):

Term

(a) *Market review date(s):*

Upon commencement of any further term.

(b) *CPI review date(s):*

1 July 2022 & 1 July 2023

(c) *Fixed review date(s) and percentage or fixed amount increases:*

Not applicable

Further term(s)

(a) *Market review date(s):*

Upon commencement of any further term.

(b) *CPI review date(s):*

Upon each anniversary of the commencement date.

(c) *Fixed review date(s) and percentage or fixed amount increases:*

Not Applicable.

Item 17
[2.1.1,
11, 18]

Who may initiate reviews:

Market review: Landlord, subject to Act, if it applies

CPI review: Review is automatic

Fixed review: Not Applicable.

Item 18
[12]

Further term(s):
One further term of three years.

Item 19
[12]

Earliest and latest dates for exercising option for renewal:

Earliest date: 1 January 2024

Latest date: 1 April 2024

Item 20
[13]

Security deposit:

\$1433.22

Item 21
[16.1]

The mediation procedure applies ~~*/does not apply*~~ to this lease

* Delete one alternative

Item 22
[21]

Additional provisions:

Notwithstanding anything to the contrary contained herein the Tenant shall be responsible for the repair and regular maintenance of the existing air-conditioner and should the same require replacement the Tenant shall meet the cost thereof, any replacement air-conditioner being the property of the Landlord.

EXECUTED AS A DEED ON:

page 23

Date:

EXECUTION & ATTESTATION
LANDLORD/S

[If a company]

Executed by
in accordance with section 127 of the Corporations Act 2001(Cth)

*Director
*Sole Director/Sole Secretary
[*Delete one]

Print Name

Print usual address

*Director/*Secretary
[*Delete one]

Print Name

Print usual address

(Sign here)

(Sign here)

[If individual(s), then each of them needs one of these signing clauses]

Signed, sealed and delivered by the said
Gillian Margaret Driessen

in the presence of:

(Sign here)

Witness Signature

Print name

Print usual address

Sharon Aldridge

299 Moreland Hwy Healesville

Signed, sealed and delivered by the said

in the presence of:

(Sign here)

Witness Signature

Print name

Print usual address

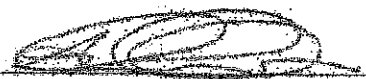

EXECUTION & ATTESTATION

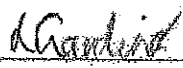

TENANT/S

[If a company]

Executed by in accordance with section 127 of the Corporations Act 2001(Cth)	
*Director *Sole Director/Sole Secretary [*Delete one]	(Sign here)
Print Name	
Print usual address	
*Director/*Secretary [*Delete one]	(Sign here)
Print Name	
Print usual address	

[If individual(s), then each of them needs one of these signing clauses]

Signed, sealed and delivered by the said Adrian Gardiner	
 (Sign here)	
in the presence of:	
Witness Signature	
Print name	Marianne Alexandra Worley
Print usual address	63 Newgrove Rd, Healesville, Vic. 3777

Signed, sealed and delivered by the said Libby Tait Elisabeth Gardiner	
 (Sign here)	
in the presence of:	
Witness Signature	
Print name	Marianne Alexandra Worley
Print usual address	63 Newgrove Rd, Healesville, Vic. 3777

EXECUTION & ATTESTATION GUARANTOR/S (if applicable)

[If a company]

Executed by in accordance with section 127 of the Corporations Act 2001(Cth)	
*Director *Sole Director/Sole Secretary [*Delete one]	
Print Name	(Sign here)
Print usual address	
*Director/*Secretary [*Delete one]	
Print Name	(Sign here)
Print usual address	

[If individual(s), then each of them needs one of these signing clauses]

Signed, sealed and delivered by the said	
in the presence of:	(Sign here)
Witness Signature:	
Print name	
Print usual address	

Signed, sealed and delivered by the said	
in the presence of:	(Sign here)
Witness Signature	
Print name	
Print usual address	

MORTGAGEE CONSENT (if required)

Insert a
consent for
each party

Not Applicable.

Insert the
mortgagee's
execution
clause

SCHEDULE 3**LANDLORD'S DISCLOSURE STATEMENT ON RENEWAL OF
LEASE**

by the Landlord under section 26(1) of the
Retail Leases Act 2003

NOTE

This statement is to be completed by the Landlord for renewed leases under section 26(1) of the **Retail Leases Act 2003**.

If the Tenant has exercised or is entitled to exercise an option to renew a retail premises lease, the Landlord is required to provide this statement to the Tenant at least 21 days before the end of the current term.

In the situation where all of the parties to a retail premises lease enter into an agreement to renew the lease, the Landlord is required to provide this statement to the Tenant no later than 14 days after the entering into of the agreement.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2013.

It is prudent for a Tenant to obtain independent legal and financial advice before renewing a retail premises lease.

The Tenant has remedies including termination of a lease under the **Retail Leases Act 2003** if information in this statement is misleading, false or materially incomplete.

Information contained in this statement is correct as at the date of this statement but may change after the date of this statement and during the term of the lease.

**DISCLOSURE STATEMENT
by the Landlord**

Landlord:	ANTHONY DE PIETRO of 261 O'Grady's Road, Pheasant Creek VIC 3757
Tenant:	ADRIAN GARDINER and ELISABETH GARDINER of 5 Cornelius Crescent, Healesville VIC 3777
Premises:	288a Maroondah Highway, Healesville VIC 3777

PART 1 KEY INFORMATION

1 Renewal of lease

- 1.1 Date on which the option to renew the lease agreement for the premises was exercised, or date on which all of the parties to the lease entered into an agreement to renew the lease.

16 October 2024

[landlord to insert date]

2 Alteration works

- 2.1 Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms?

No

3 Other matters

- 3.1 Are there any other matters that may materially affect the tenant's ongoing business and are not referred to in the lease? *[e.g. current legal proceedings, planned changes to tenancy mix]*

No

- 3.2 Are there any alteration or demolition works, planned or known to the landlord at this point in time, to land adjacent to or in close proximity to the premises or building/centre, during the term or any further term or terms?

No

4 Other monetary obligations and charges

- 4.1 Outline any other costs arising under the renewed lease not including costs that are referred to in the statement of outgoings under section 47 of the Act and are not referred to in the lease.

Penalty interest and legal fees on non-payment of rental inclusive of GST if applicable and/or outgoings at the due time.

PART 2 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE

5 Acknowledgements by landlord

By signing this disclosure statement, the landlord confirms and acknowledges that:

- the landlord has not knowingly withheld information that may materially affect the tenant's ongoing business.
-

Warning to landlord when completing this disclosure statement:

- the tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.
-

6 Landlord's signature

6.1 Name of landlord

ANTHONY DE PIETRO of 261 O'Grady's Road, Pheasant Creek VIC 3757

6.2 Signed by the landlord or the landlord's agent for and on behalf of the landlord

X. 

6.3 Name of the landlord's authorised representative or landlord's agent

Mr Anthony De Pietro

6.4 Date

14 / 10 / 2024

PART 3 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

7 Acknowledgements by the tenant

By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement.

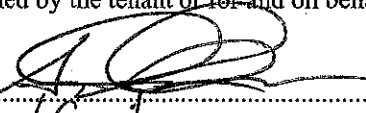
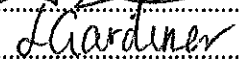
8 Tenant's signature

It is important that a tenant seek independent legal and financial advice before renewing the lease.

8.1 Name of tenant

**ADRIAN GARDINER and ELISABETH GARDINER of 5
Cornelius Crescent, Healesville VIC 3777**

8.2 Signed by the tenant or for and on behalf of the tenant

x.  Mr A Gardiner
x.  Mrs E Gardiner

8.3 Name of the tenant's authorised representative

Mr Adrian Gardiner

Mrs Elisabeth Gardiner

8.4 Date

19 / 10 / 2024

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](https://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.

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.