

SECTION 32

STATEMENT

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

| | |
|----------------|---------------------|
| Vendor: | DERAILLURES PTY LTD |
|----------------|---------------------|

| | |
|------------------|--|
| Property: | 127 BELGRAVE-GEMBROOK ROAD, SELBY VIC 3159 |
|------------------|--|

VENDORS REPRESENTATIVE
MOUNTAIN CONVEYANCING

Tel: 03 9754 7615

Fax: 03 9754 7815

Email: office@mountainconveyancing.com.au

Ref: 21-5185

SECTION 32 STATEMENT
127 BELGRAVE-GEMBROOK ROAD, SELBY VIC 3159

32A FINANCIAL MATTERS

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

| Provider | Amount (& interest if any) | Period |
|----------------------------|---------------------------------------|---------------|
| Yarra Ranges Shire Council | \$3,064.90 | Per annum |
| Yarra Valley Water | See attached certificate | Per annum |
| Land Tax | See attached certificate | Per annum |

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

Their total does not exceed \$4,500.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) **RESTRICTIONS**

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

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

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127 BELGRAVE-GEMBROOK ROAD, SELBY VIC 3159

(b) BUSHFIRE

This land is in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

| | |
|------------------------|------------------------------|
| Planning Scheme: | Yarra Ranges Planning Scheme |
| Responsible Authority: | Yarra Ranges Shire Council |
| Zoning: | See attached certificate |
| Planning Overlay/s: | See attached certificate |

(e) Subject to Existing Tenancies – See attached.

- Tenancy 127 (SHOP). \$660.00 per month. Month by month tenancy. Paying 35% of rates
- Tenancy 127A (House) \$1,868.00 per month. Month by month tenancy.

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable
- (d) If the property sold includes a swimming pool as defined in the Building Regulations 2006 (Vic) (the “Regulations”) in respect of which suitable barriers as defined in the Regulations have not been provided, then the purchaser does hereby acknowledge, agree and declare that it shall be the purchaser’s responsibility at their sole cost and expense to construct suitable barriers in compliance with the Regulations and to the satisfaction of the responsible authority with the time prescribed in the Regulations.

32E BUILDING PERMITS

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

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

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127 BELGRAVE-GEMBROOK ROAD, SELBY VIC 3159

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

32H SERVICES

The following are **not** connected if mark with X

Electricity Gas supply Water supply Sewerage Telephone services

Note: Water Tanks service this property.

Note: Property connected to Sewerage

Note: Phone is connected in 127 – Shop.

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

32I TITLE

Attached are the following document/s concerning Title:

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

SECTION 32 STATEMENT
127 BELGRAVE-GEMBROOK ROAD, SELBY VIC 3159

relevant municipal council; or
(ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence Checklist**

DATE OF THIS STATEMENT

17 / 03 /20 2022

Name of the Vendor

Derailleurs Pty Ltd

Signature/s of the Vendor

x 

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

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give

you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

VOLUME 09467 FOLIO 906

Security no : 124096039894P
Produced 09/03/2022 04:23 PM

LAND DESCRIPTION

Land in Plan of Consolidation 153236.
PARENT TITLES :
Volume 09457 Folio 250 to Volume 09457 Folio 251
Created by instrument CP153236 18/06/1982

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DERAILLURES PTY LTD of 50 FLETCHER STREET ESSENDON VIC 3040
AN634972P 10/03/2017

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE CP153236 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 127 BELGRAVE-GEMBROOK ROAD SELBY VIC 3159

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

| | |
|---|-------------------------|
| Document Type | Plan |
| Document Identification | CP153236 |
| Number of Pages (excluding this cover sheet) | 1 |
| Document Assembled | 09/03/2022 16:26 |

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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

825111

APPLICANT'S NAME & ADDRESS

MELANIA SERWYLO C/- LANDATA
MELBOURNE

VENDOR

DERAILLEURS PTY LTD

PURCHASER

NOT, APPLICABLE

REFERENCE

21-5185

This certificate is issued for:

PLAN CP153236 ALSO KNOWN AS 127 BELGRAVE-GEMBROOK ROAD SELBY
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 BUSHFIRE MANAGEMENT OVERLAY
and a EROSION MANAGEMENT OVERLAY
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A Proposed Amending Planning Scheme C148 has been placed on public exhibition which shows this property :

- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 - C148
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

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/>

09 March 2022

Hon. Richard Wynne MP
Minister for Planning

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.

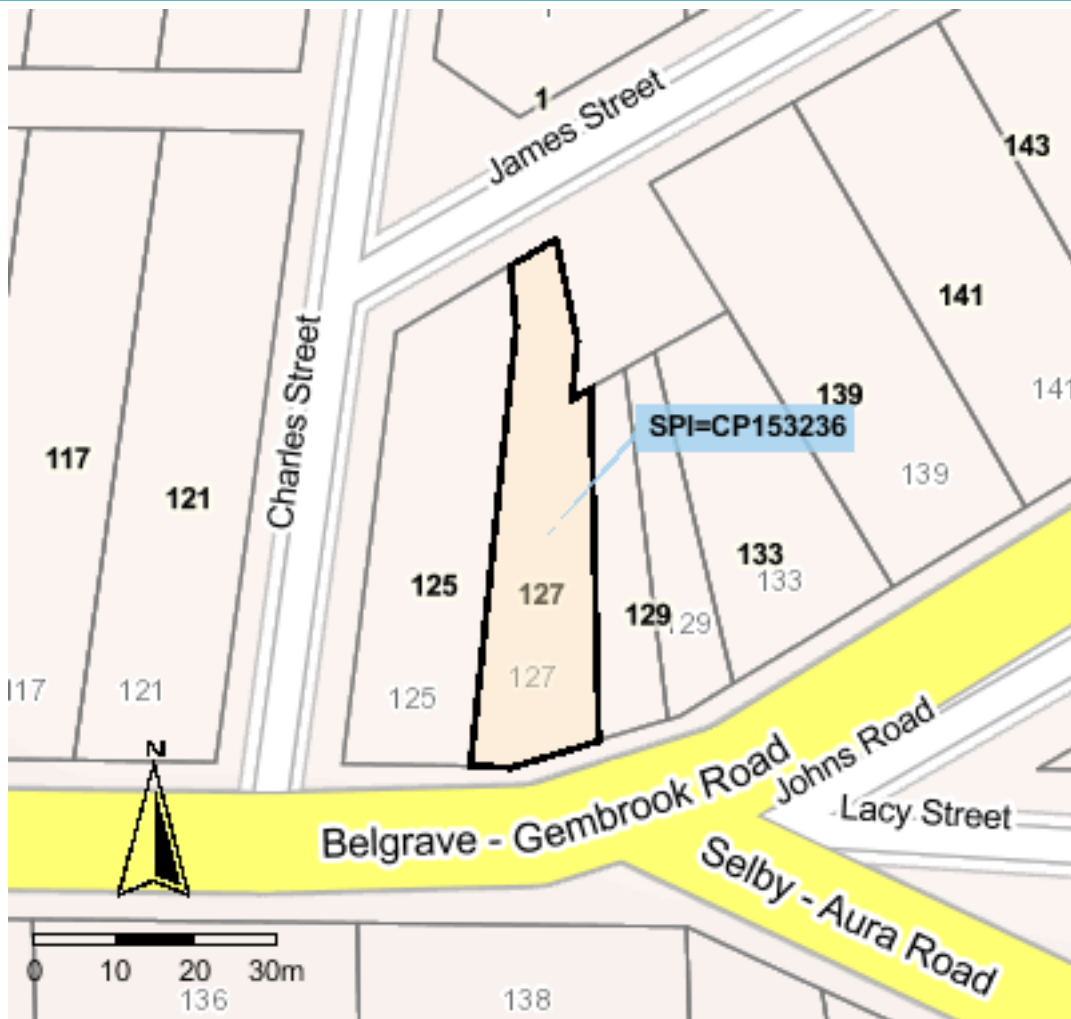
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@victorianlrs.com.au

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@victorianlrs.com.au

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



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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.

Property Report

from www.land.vic.gov.au on 28 September 2021 12:05 PM

Address: 127 BELGRAVE-GEMBROOK ROAD SELBY 3159

Lot and Plan Number: Plan CP153236

Standard Parcel Identifier (SPI): CP153236

Local Government (Council): YARRA RANGES **Council Property Number:** 222054

Directory Reference: Melway 75 K12

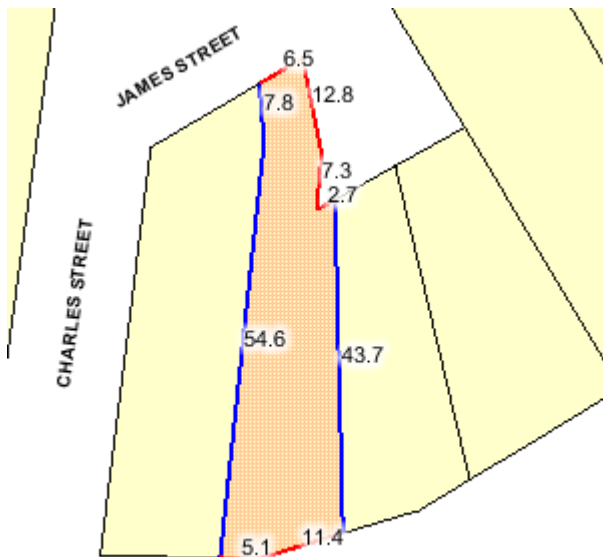
This property is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 716 sq. m

Perimeter: 152 m

For this property:

— Site boundaries

— Road frontages

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

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

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State Electorates

Legislative Council: EASTERN VICTORIA

Legislative Assembly: MONBULK

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: Yarra Valley Water

Melbourne Water: inside drainage boundary

Power Distributor: AUSNET (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

- Planning Zone:** COMMERCIAL 1 ZONE (C1Z)
SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)
- Planning Overlays:** BUSHFIRE MANAGEMENT OVERLAY (BMO)
EROSION MANAGEMENT OVERLAY (EMO)
EROSION MANAGEMENT OVERLAY SCHEDULE (EMO)

Planning scheme data last updated on 22 September 2021.

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 [Planning Schemes Online](#)

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](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



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Property Clearance Certificate

Taxation Administration Act 1997



MELANIA SERWYLO

Your Reference: LD:62774336-012-5.21-5185

Certificate No: 52107096

Issue Date: 09 MAR 2022

Enquiries: ESYSPROD

Land Address: 127 BELGRAVE-GEMBROOK ROAD SELBY VIC 3159

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|------|--------|-------|-------------|
| 12615994 | | | 9467 | 906 | \$738.25 |

Vendor: DERAILLEURS PTY LTD

Purchaser: APPLICABLE NOT

| Current Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|-------------------|------|---------------|------------------|------------------|----------|
| MING FAMILY TRUST | 2022 | \$200,000 | \$738.25 | \$0.00 | \$738.25 |

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

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

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$480,000

SITE VALUE: \$200,000

AMOUNT PAYABLE: \$738.25

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

Certificate No: 52107096

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - 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. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

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.

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$200,000

Calculated as \$0 plus (\$200,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 52107096

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: 52107096

Visa or Mastercard

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

sro.vic.gov.au/paylandtax



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melania Serwylo
4/1567 Burwood highway
TECOMA 3160

Client Reference: 21-5185

NO PROPOSALS. As at the 9th March 2022, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

127 BELGRAVE-GEMBROOK ROAD, SELBY 3159
SHIRE OF YARRA RANGES

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

Date of issue: 9th March 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 62774336 - 62774336162322 '21-5185'

9th March 2022

Melania Serwylo C/- LANDATA
LANDATA

Dear Melania Serwylo C/- LANDATA,

RE: Application for Water Information Statement

| | |
|------------------------------------|--|
| Property Address: | 127 BELGRAVE-GEMBROOK ROAD SELBY 3159 |
| Applicant | Melania Serwylo C/- LANDATA LANDATA |
| Information Statement | 30677762 |
| Conveyancing Account Number | 7959580000 |
| Your Reference | 21-5185 |

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
- Conditions of Connection and Consent
- Rates Certificate

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

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

| | |
|------------------|---------------------------------------|
| Property Address | 127 BELGRAVE-GEMBROOK ROAD SELBY 3159 |
|------------------|---------------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Sewerage services have been provided to this property as part of Yarra Valley Water's Community Sewerage Program. To confirm whether the property is connected to sewerage services, please contact Yarra Valley Water on 1300 853 811. For properties not currently connected to sewerage services, please contact Yarra Valley Water on 1300 651 511 to apply to connect.

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is connected to a pressure sewer system. As such, it is subject to special terms and conditions which are contained within the document titled "Your Pressure Sewer System - An Owners Guide". Copies of this document are available upon request by calling 1300 304 688 or can be downloaded from our website at www.yvw.com.au/pressureguide

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 | 127 BELGRAVE-GEMBROOK ROAD SELBY 3159 |
|------------------|---------------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

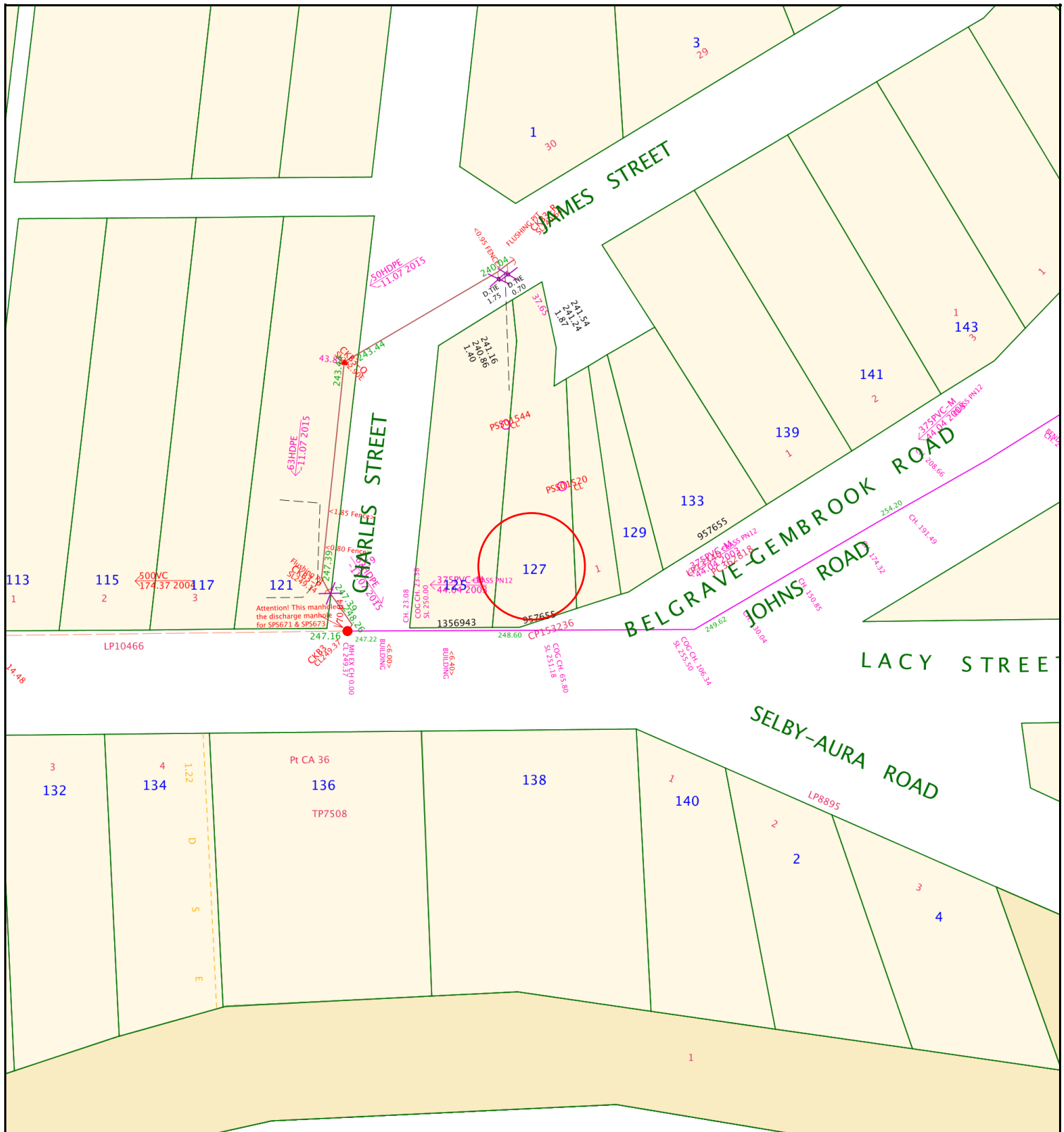
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 30677762**

| | |
|----------------|---------------------------------------|
| Address | 127 BELGRAVE-GEMBROOK ROAD SELBY 3159 |
| Date | 09/03/2022 |
| Scale | 1:1000 |



Yarra Valley Water
ABN 93 066 902 501

| | | | |
|-----------------|---|--|--|
| Existing Title |  Access Point Number |  GLV2-42 MW Drainage Channel Centreline |  |
| Proposed Title |  Sewer Manhole |  MW Drainage Underground Centreline |  |
| Easement |  Sewer Pipe Flow |  MW Drainage Manhole |  |
| Existing Sewer |  Sewer Offset |  MW Drainage Natural Waterway |  |
| Abandoned Sewer |  Sewer Branch |  | |

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

10th April 2015

Application ID: 163687

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Sewer

Connection Or Disconnection Details

| Sewer Connection Description | PSP Number |
|-------------------------------------|-------------------|
| Sewer Connection | 957165 |

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

SEWER

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to easyACCESS@yvw.com.au.

Any unused sewer connection branches at the site must be cut and sealed.

A Trade Waste approval is required before any discharge from the swimming pool and / or filter unit

(including backwash) can be emptied into the sewer.

By law you must not discharge trade waste into Yarra Valley Water's sewers, unless you have separately obtained a trade waste agreement or approval to discharge trade waste.

Trade waste discharges must comply with Yarra Valley Water's quality and quantity standards.

A copy of Yarra Valley Water's Trade Waste Policy and Guidelines and Trade Waste application forms can be downloaded from <http://www.yvw.com.au/Home/Inyourbusiness/Tradewaste/index.htm>

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

29th May 2014

Application ID: 129656

CONDITIONS OF CONSENT

The following conditions are subject to Sections 136, 268, 269 and 270 of the Water Act 1989 covering conditions of subdivision, new connections and contributions for works.

CONDITIONS RELATING TO NEW CONNECTIONS / COMPLETION OF WORKS / ISSUE OF CONSENT

All developments within our licensed area are subject to the payment of New Customer Contributions as set by the Essential Services Commission. These contributions are necessary as the development work you will be completing places increased demand on our hydraulic services. These funds are then used to further develop the network to meet the needs of the growing urban community. The fees for your development are detailed in the invoice/statement. Further details can be found by visiting the Essential Services Commission website at www.esc.vic.gov.au.

NOTE: These fees are for the creation of additional lots only and do not include any other works or products which may be required as a result of the development being carried out.

As this is a works only application and the applicant is not connecting any new properties to Yarra Valley Water assets, the applicant has the option to defer paying NCC's past the 90 day due date. In this case NCC charges will be calculated based on the rate as at the date of payment and a revised statement issued. Where the application includes a property connection to Yarra Valley Water water and sewer assets, all fees and charges must be paid within 90 days else the application will lapse.

This development requires assets to be constructed. The applicant must enter into a Deed with Yarra Valley Water. It is a requirement of the Deed that the applicant engage only Accredited Consultants and Accredited Contractors to complete the design and construction work. A list of Accredited Consultants and Accredited Contractors can be obtained from www.yvw.com.au/easyACCESS

Where connection is dependent on assets being constructed under the Deed, connections may not be installed until after Yarra Valley Water has issued an acceptance of works certificate. This does not prevent the installation of water meters after execution of the Deed, but prior to the acceptance of works certificate being issued.

SUBDIVISIONAL CONDITIONS

We advise that should this development proceed to subdivision the plan of subdivision must include easements under Section 12(2) of the subdivision act or an Owners Corporation schedule. Should this not be the case, extensions to our sewer and water mains may be necessary, requiring the lodgement of a new application and payment of additional fees.

Easements must be created over any existing or proposed Yarra Valley Water assets. Your surveyor will need to ensure that these easements are included on any plan of subdivision.

Yarra Valley Water will be unable to give consent to council to issue a Statement of Compliance until fees have been paid and all other conditions have been met.

Complete Servicing Advice

Sewerage Advice from Sewer Backlog Planning Team for Inclusion in Letter of Offer

Sewer Works

IMPORTANT NOTES

These works do not follow the Land Development Process. Please refer to the 'Steps to Proceed' section of this advice on the process to be followed.

Assets Required

The following new assets are required to service the Development

- Construction of 80m of pressure sewer from the manhole CKB3 to the northern corner of 127 Belgrave-Gembrook Road on James Street to service a pressure sewer unit on the lot.
- Pressure sewers for all neighbouring properties will eventually be required along both Belgrave-Gembrook Road and Charles Street as part of the servicing strategy for the wider Selby Area.
- A pressure sewer unit can be constructed to service this property from either Belgrave-Gembrook Road or from Charles Street and James Street. Either alignment needs to provide a boundary valve kit for each property title.
- Two pressure sewer units are required to service the two property titles.

The proposed works will connect to the existing system at manhole CKB3. Refer to attached Concept Plan.

The Developer is required to design and construct the assets specified on the plan, unless otherwise indicated. This includes conducting the hydraulic assessment to ensure the pressure main proposed has capacity for the wider Selby area.

Capacity Constraints

South East Water has confirmed there are no capacity constraints downstream of CKB3.

Design Standards

These works are to be governed by WSAA02-2002-2.3 Sewerage Code of Australia (Melbourne Retailer Water Agencies Edition). The designer should particularly note:

- Clause 1.3.3 Part (a) regarding compliance with Yarra Valley Water's Sewerage Servicing Concept Plan.
- The minimum size sewer for industrial and commercial developments is DN225mm.
- Industrial average dry weather flows in excess of 0.25 litres per second per hectare are not permitted without additional approval.
- Internal sewers must be extended to the development's boundary and be designed and constructed to control upstream catchments.
- All sewers in private property must be located within an easement. The Developer must liaise with property owners of any properties where works are to be constructed through. If new easements need to be created, the Developer is responsible for obtaining these.

Property Connections

All branches not used must be cut and sealed.

Boundary Trap

No boundary traps are required within this development based on the information provided in your application.

Pressure Sewer System

This Development will be serviced by a Yarra Valley Water owned and operated Pressure Sewer System.

The Development requires the installation of one On-Property Pressure Sewer Pumping Unit.

Yarra Valley Water's approved Contractor for the design and installation of On-Property Pressure Sewer Pumping Units and the associated on-property infrastructure is Pressure Sewer Services Australia (PSSA).

The separation of responsibilities for design is at the Boundary Valve Kit (BVK), where:

- The Developer's Land Development Consultant is to design the sewerage infrastructure required downstream of the BVK.
- PSSA are to determine the required location for the BVK.
- PSSA are to design the infrastructure required upstream of the BVK (i.e. the on-property infrastructure).

The Developer's Land Development Consultant (LDC) must therefore contact Yarra Valley Water's Sewer Backlog Planning representative (phone 9872 2551) to arrange for the design of the on-property works to be completed by PSSA. This design is to be undertaken concurrently to the LDC's design of the sewerage reticulation infrastructure.

Conditions of Connection to Pressure Sewer

All property owners should be aware that certain conditions will apply in servicing a property with a Pressure Sewer System. These conditions are listed in the publication "Using Your Pressure Sewer System – An Owners Manual", and include (but are not limited to):

- The property owner will be liable for the supply, installation and ongoing cost of electricity supply for operating the Pressure Sewer System, which will be connected to the property's mains power supply.
- Standard Yarra Valley Water Sewerage Service and Sewage Disposal charges apply.
- An encumbrance will be placed on the property noting that the property is serviced by a Pressure Sewer System and that additional servicing conditions will apply for connection and any future subdivisions.

Upon successful commissioning, Yarra Valley Water will take ownership of the On-Property Pressure Sewer Pumping Unit, the Control Panel, the Boundary Valve Kit, and all pipework downstream of the Pumping Unit. Yarra Valley Water will be liable for the ongoing costs of maintaining (and if required, replacing) this equipment.

Trade Waste

A discharge of trade waste from any part of this development will require a Trade Waste Agreement. Trade waste is broadly defined as any liquid waste discharged to the sewerage system from a trading premise with the exception of toilet/restroom type waste.

Each individual trade waste discharge requires the completion of a Trade Waste Services Application form; available from (<http://www.yvw.com.au/yvw/YourBusiness/TradeWaste>) and the completed form should then be returned to Yarra Valley Water who will assess the application and may request more information regarding any site specific requirements.

Development within a Sewerage Backlog Area

The development is located within Sewerage Backlog Area BA047. The Backlog Area (subject to funding approval) is currently programmed for construction in 2028/29.

Bring Forward Costs

In bringing forward the sewerage service to an earlier year, Yarra Valley Water will incur some financing costs. The Developer will therefore be required to pay a Bring Forward Contribution. The Contribution is calculated in accordance with a formula approved by the Essential Services Commission (ESC), and is based on a percentage of the cost of designing and constructing works that are consistent with Yarra Valley Water's servicing strategy for the Backlog Area.

Yarra Valley Water will only fund works that are consistent with its servicing strategy; if the option the Developer wishes to pursue is not consistent with the strategy then the Developer will need to meet the full costs of designing and constructing the sewerage assets.

To bring forward works from 2028/29 to the 2013/14 financial year, or 15 years, the Developer will be required to pay 50.50% of the final cost of works that are consistent with Yarra Valley Water's planned servicing strategy for the Backlog Area.

Estimated Bring Forward Contribution

Yarra Valley Water does not provide cost estimates for Bring Forward projects. The reason for this is that the costs to service properties are site specific, and depend on construction issues (i.e. obstructions, construction methods, reinstatement requirements, etc.), ground conditions and the availability of contractors. The construction costs are therefore widely variable. The Developer's Land Development Consultant may be able to provide an indication of costs.

Costs are confirmed only when construction tenders have been received (see Step 7 of 'Next Steps' overleaf). The Bring Forward Contribution payable by the Developer will be based on these actual costs. These tender prices may be higher than the estimates given by the Land Development Consultant.

If properties along the alignment of the new sewer agree to contribute, then the customer cost can be shared amongst the properties. The responsibility to discuss and gain this agreement with other property owners lies with the Developer. Please be aware that once the sewer is constructed, other properties can apply to Yarra Valley Water to connect without having to contribute to the design and construction costs of the sewer.

It should also be noted there will also be costs involved in connecting the internal plumbing of the property to the sewerage infrastructure. This is the responsibility of the property owner(s), who can obtain quotes through any licensed plumber for such works.

Yarra Valley Water will require payment of the Bring Forward Contribution and any other Developer costs prior to any construction commencing.

As long as the property connects to the new sewer within 12 months of it being constructed, the standard \$1,500 Backlog Contribution Fee will be waived.

Yarra Valley Water does not make changes to agreements retrospectively. The details provided above are based on the best information available at this point in time. However, Yarra Valley Water may, at any time, decide to reschedule the servicing of a Backlog Area should priorities change.

If the scheduling of the Backlog Area in which the property lies is brought forward to an earlier year causing the applicable ESC bring forward percentage to decrease, Yarra Valley Water will not reimburse the Developer for the difference in cost. Similarly, if the servicing date is extended into the future causing the applicable ESC bring forward percentage to increase, Yarra Valley Water will not ask the Developer to pay additional costs above those agreed.

Pressure Sewer Costs

Under the Sewerage Backlog Program, Yarra Valley Water has agreed to provide one sewerage connection point for each property and will only contribute to the funding of one Pumping Unit per property. As stated earlier, if the provision of a Pumping Unit is not consistent with Yarra Valley Water's planned servicing strategy for the property, the Developer must meet the full costs associated with this.

Yarra Valley Water has contract rates in place for the design and supply of on-property Pressure Sewer infrastructure.

Case Number: 129656

Given that these costs are known, Yarra Valley Water can provide them to the Land Development Consultant to assist them in preparing cost estimates for the Developer. These are shown below.

| Item | Cost ¹ (\$ excl. GST) |
|---|------------------------------------|
| On-property design. | \$450 per property |
| Supply of standard residential On-Property Pressure Sewer Pumping Unit This is a 900L Storage Tank, 1.45m tall and 1.2m in diameter ² . The following items are included: - Storage Tank and lid. - Pump and associated valves and fittings. - Control Panel and associated electrical components. - Level Switch. | \$4,495 per Unit |
| Supply of typical residential Boundary Valve Kit. | \$250 per BVK |
| Installation of Pumping Unit and on-property infrastructure. | ≈\$8,000 per property ³ |

Notes:

¹ Prices are subject to adjustment for CPI and FOREX and may vary from as is shown.

² To obtain prices for non-standard Pumping Units, the Land Development Consultant should contact Yarra Valley Water's Sewer Backlog Planning representative on 9872 2551.

³ This is an average cost per property and therefore may be considerably higher or lower than this figure. These costs are only known once PSSA have completed the on-property design, as it varies based on a number of factors including ground conditions, length of pipe required, etc.

Steps to Proceed

If The Developer wishes to bring forward the works they will be required to:

1. Engage a Land Development Consultant (LDC) to design the works to YVW's specifications

A list of approved consultants can be found on Yarra Valley Water's website at <http://www.yvw.com.au/yvw/groups/public/documents/document/yvw1002251.pdf> Any consultant qualified for works of type 'S3' can design these works.

Pressure Sewer system designs require the LDC to contact YVW on 9872 1686 to arrange for an on-property assessment of the internal pressure sewer design. The client to ensure the LDC is aware of this.

The Developer will be required to pay the LDC's design costs in full. Depending on the cost of design as compared to the bring forward contribution amount, Yarra Valley Water will either invoice the Developer for the remaining bring forward contribution or reimburse the Developer for design expenses above the amount of the bring forward contribution, at the commencement of construction.



2. Do other property owners wish to contribute?

If any other properties along the alignment wish to contribute, the onus is on the original applicant to organise this.

We suggest that each contributing property owner send a signed letter to The Manager – Sewer Backlog Planning indicating their intention to contribute to the project. This will also allow Yarra Valley Water to better communicate to all contributing residents.

If commitment from other properties cannot be obtained and the property owner still wishes to proceed, please be aware that others may connect to the system at any time once sewer becomes available.



3. Stakeholder liaison and easement creation

The LDC must liaise with property owners of any properties where works are to be constructed through. If easements are required, the Developer and LDC are responsible for obtaining these.



4. Yarra Valley Water reviews design

Land Development Consultant forwards design to Yarra Valley Water for approval. The design is to be forwarded to the Manager Backlog Planning.



5. Land Development Consultant tenders works

Once the design is approved, the LDC will prepare and issue the quote/tender to YVW's Accredited Contractors List pressure sewer (SC3) and return submissions to Yarra Valley Water. Quote/tender submissions close in the YVW tender box on a Wednesday at 2.00pm. Quotes/tenders to be addressed to the Manager Sewer Growth Projects. The quotes/tender requirements depend on the cost of the works:

| Cost of Works | \$200 - \$25,000 | \$25,000 - \$200,000 | Over \$200,000 |
|---------------|---|---|--|
| Requirement | At least one written quote from a member of Yarra Valley Water's Approved Contractor List | At least three quotes from a member of Yarra Valley Water's Construction Panel OR A selective tender from the Panel | Tendering of the works to the Yarra Valley Water Construction Panel. |



6. Yarra Valley Water selects a construction contractor

Yarra Valley Water will assess the quotes/tenders and select a construction contractor. Yarra Valley Water will then inform the Developer of the selected contractor and cost of works.



7. Does the Developer wish to proceed with the project?

No the Developer does not wish to proceed

If the Developer **does not** wish to proceed with the project, they **will not** be reimbursed for any amount of the design cost.

Yes the Developer does wish to proceed

If the Developer **does** wish to proceed with the project, one of the following scenarios will apply:

1. If the design costs are *higher* than the bring forward contribution amount Yarra Valley Water will reimburse the Developer for the difference.
Design cost – Bring Forward Contribution = YVW reimbursable amount to Developer
2. If the design costs are *lower* than the bring forward contribution amount Yarra Valley Water will invoice the Developer for the difference.
Bring Forward Contribution - Design cost = Remaining amount to be paid to YVW by Developer

If more than one property owner is contributing, the invoice will be sent to the original applicant. The onus will then be on the applicant to organise the contributions from other contributing property owners.



8. Construction

On receipt of payment, Yarra Valley Water will award the contract to the successful contractor and then manage the construction of the works.

The Developer will then be responsible for the provision of internal plumbing to their property.



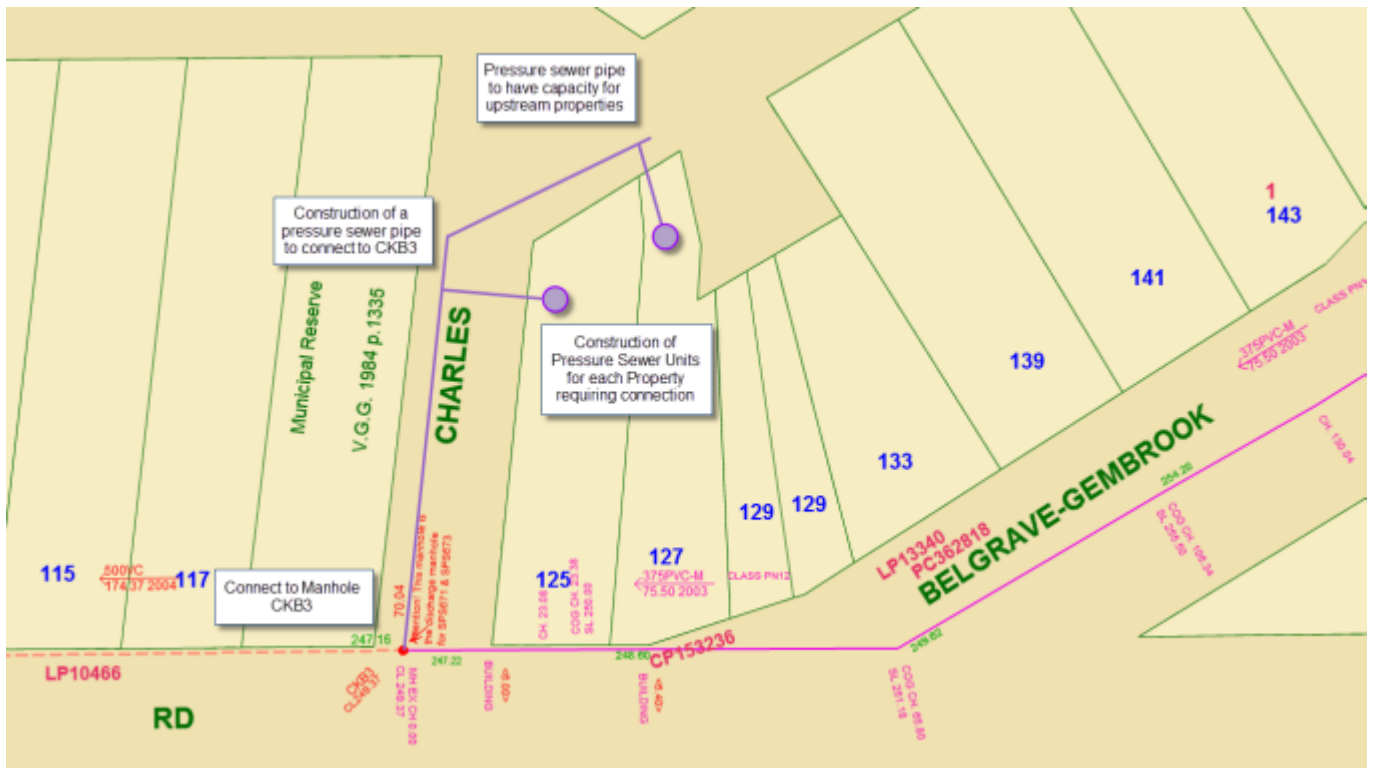
9. Completion of works

Upon completion of the works, the sewer will be gifted to Yarra Valley Water to own and maintain.

Once the sewer is completed, other properties along the alignment may connect to the system at any time once sewer becomes available. This may include properties that the Developer has asked to contribute funding to the project, but who elected not to.

As the owner of the sewerage asset, Yarra Valley Water has the right to connect into the sewer or extend it in order to service adjacent areas. Under no circumstance would this entitle the Developer to a reimbursement of any percentage of the Developer's bring forward cost from Yarra Valley Water.

Concept Plan



Melania Serwylo C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 5037312377
Rate Certificate No: 30677762

Date of Issue: 09/03/2022
Your Ref: 21-5185

With reference to your request for details regarding:

| Property Address | Lot & Plan | Property Number | Property Type |
|---|------------|-----------------|---------------|
| 127 BELGRAVE-GEMBROOK RD, SELBY VIC 3159 | | 1414199 | Commercial |

| Agreement Type | Period | Charges | Outstanding |
|--|-------------------------------------|----------|-------------|
| Commercial Sewer Service Charge | 01-01-2022 to 31-03-2022 | \$137.51 | \$137.51 |
| Parks Fee | 01-07-2021 to 30-06-2022 | \$80.20 | \$0.00 |
| Drainage Fee | 01-01-2022 to 31-03-2022 | \$14.29 | \$14.29 |
| 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 | | | \$151.80 |
| Total Due | | | \$151.80 |

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

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



GENERAL MANAGER
RETAIL SERVICES

Note:

- Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- 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.
- If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the

purchasers account at settlement.

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

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

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

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

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

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

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

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

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

Property No: 1414199

Address: 127 BELGRAVE-GEMBROOK RD, SELBY VIC 3159

Water Information Statement Number: 30677762

HOW TO PAY



Biller Code: 314567
Ref: 50373123770



Mail a Cheque with the Remittance Advice
below to:

Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1414199

Address: 127 BELGRAVE-GEMBROOK RD, SELBY VIC 3159

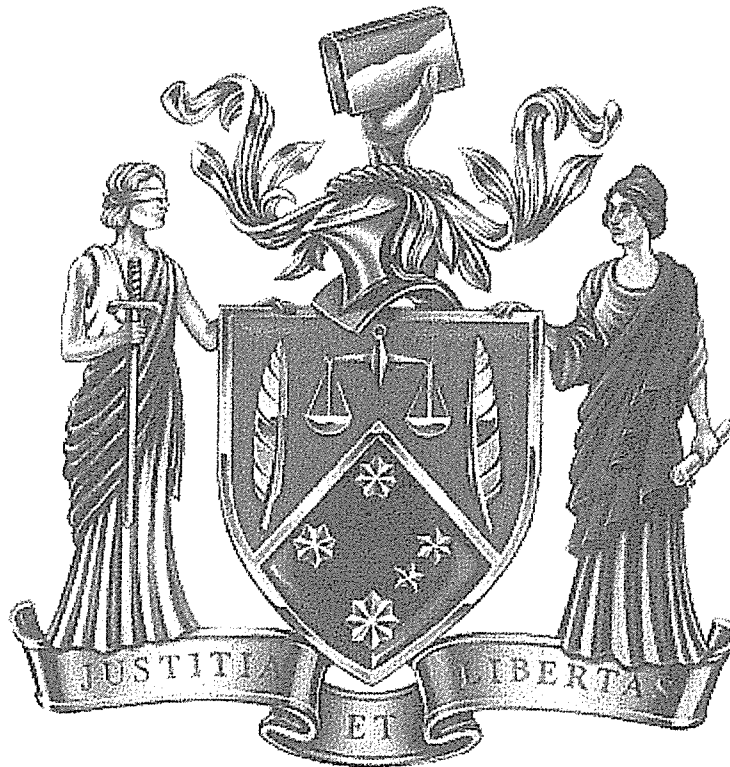
Water Information Statement Number: 30677762

Cheque Amount: \$

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LEASE OF REAL ESTATE

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Law Institute of Victoria
November 2012 Revision**



- 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 21 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 2003 (Vic) applies, the parties should refer to that Act for important rights and obligations that are not set out in this lease.

Ref: CYO:16154

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 21 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:

Amber Lynn Bulte

37 Wilson street Berwick Vic 3806

Item 2
[1.1]

Tenant:

MARK YUSUF PTY LTD T/A SELLANDLEASE
ABN 95 612520108
24 Emerald Monbulk rd Emerald 3782

Item 3
[1.1]

Guarantor:

Nil.

Item 4
[1.1]

(a) Premises:

127 Belgrave Gembrook rd Selby Vic 3159

(b) Land:

Certificate of Title Volume 08050 Folio 750

Item 5
[1.1]

Landlord's installations:

Toilet, hand basin, plumbing fitting, plastered ceilings. Shelving , partitions, phone system, security system.

Item 6
[1.1]

Rent:

\$ 600.00 per calendar month plus GST
Landlords Agree to 1st month "Rent Free"

or

\$7,200.00 per annum inc GST

Item 7
[1.1]

Tenant's installations:

As may be brought onto the premises by the Tenant from time to time throughout the term of Lease and any further term.

Item 8
[1.1]

Term of the lease:

(12) Months starting on 1st December 2016

Item 9
[2.1.1]

How rent is to be paid:

By equal installments calendar monthly in advance on or before the 1st day of each month by direct deposit into the Agents nominated bank account or as otherwise directed by the Agent in writing from time to time.

Item 10
[1.1, 2.1.2,
2.1.5 & 5.4]

Building outgoings which the tenant must pay or reimburse:

100% of all building outgoings relating to 127 Belgrave Gembrook rd Selby

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 by them
- Internal flood water

and such other risks as the **landlord** reasonably requires from time to time.

Item 12 **Amount of public risk insurance cover:**
[1.1 & 2.3.1] \$10,000,000.00 or other amount reasonably specified from time to time by the **landlord**.

Item 13 **Period of loss of rent and outgoings insurance:**
[1.1] Not applicable.

Item 14 **Interest rate on overdue money:**
[2.1.7] 2% per annum more than the rate from time to time fixed by the *Penalty Interest Rates Act 1983 (Vic)*.

Item 15 **Permitted use:**
[2.2.1] “REAL ESTATE SERVICES”

[1.14]

Application of Act:

The Act does apply

Item 16
[2.1.1, 11, 18]

Review date(s):

Term

- (a) *Market review date(s)*: Upon the commencement of the second further term.
- (b) *CPI review date(s)*: Annual rent increases according to CPI annually.
- (c) *Fixed review date(s) and percentage or fixed amount increases*: Not applicable.

Further term(s)

- (a) *Market review date(s)*: Upon the commencement of the second further term.
- (b) *CPI review date(s)*: Annual rent increases according to CPI 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: Either party.

CPI review: Review is automatic

Fixed review: Not applicable.

Item 18
[12]

Further term(s):

Two (2) Further terms each of Two (2) years”.

Item 19
[12]

Latest date for exercising option for renewal:

Not more than six (6) months and not less than three (3) months prior to the expiry of the lease, which last date for the initial term shall be 31st September 2017.

Item 20
[13]

Security deposit:

An amount equal to one (1) month's rent including GST.

Item 21
[16.1]

The mediation procedure applies to this lease

Item 22
[20]

Additional provisions:

1. The Tenant shall be responsible for paying or reimbursing the Landlord in respect of the costs and expenses of the following:
 - a. All ventilation to the premises
 - b. All costs associated with cleaning the premises
 - c. All information services (for example, directories and signage)
 - d. All costs associated with emergency systems supplied to the premises
 - e. All costs associated with the provision of oil and energy maintenance systems to the premises
 - f. All costs with the maintenance of fire extinguishers for the premises in accordance with relevant legislation and to the satisfaction of the authority.
2. The tenant acknowledges to operate within their advertised hours of business
3. The tenant acknowledges that noise must be kept to a minimum after 9.00pm each day and in particular, the tenant must not play any music after this time.
4. The landlord grants the tenant a licence to occupy three (3) designated car park spaces.
5. The tenant acknowledges that it must maintain , at its own expense , all equipment within the building but not limited to all fans and vents.
6. The tenant acknowledges that it has obtained all necessary permits to operate the business from the local council any other relevant authority and has registered its business in accordance with local council or any other relevant authority's requirements.
7. The additional provisions set out herin are to be treated as essential terms of this lease for all purposes including for the purpose of clause 7.5 of this lease.
8. The landlord agrees to provide the Tenant “first right of refusal” or First option to purchase the property.

EXECUTED AS A DEED ON

DATE: 1-2-16

EXECUTION & ATTESTATION LANDLORD

Signed, sealed and delivered by the said Amber Lynn Bulte in the presence of:

AL Bulte

[Signature]

Witness

MARK YUSUF

Print name

127 Belgica gembora rd selby

Print usual address

EXECUTION & ATTESTATION TENANTS

Signed, sealed and delivered by the said Mark yusuf , Mark Yusuf Pty Ltd t/a sellandlease in the presence of:

mark yusuf per theptd / yusuf sellandlease

[Signature]

Witness

Nadine Hamilton

Print name

25 Home st Bayswater Nth

Print usual address

Signed, sealed and delivered by the said in the presence of:

LEASE OF REAL ESTATE
(WITH GUARANTEE & INDEMNITY)

(Commercial Property)

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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 | the installations of the landlord in the premises or the building or on the land and those installed by the landlord after the lease starts and including the installations listed in item 5 |
| lettable area | 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 |
| 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 installations listed in item 7 and those installed by the tenant after the lease starts |
| term | the period stated in item 8 |
| valuer | a person holding the qualifications or experience specified under section 13DA(2) of the <i>Valuation of Land Act 1960 (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 –
- the acts and omissions of any of them bind all of them; and
 - 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 16** -
- on a **market review date**, the **rent** is reviewed in accordance with clause 11,
 - on a **CPI review date**, the **rent** is reviewed in accordance with clause 18, and
 - 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 sub-letting 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 clause 3.3.2, 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 clause 3.3.2, 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 being rejected, or
 - (c) a premium to be increased.
 - 2.2.8 keep or use chemicals, inflammable fluids, acids, or other hazardous things on the **premises** except 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 to the **premises** without the **landlord's** written consent. Consent is entirely at the **landlord's** discretion.
 - 2.2.12 install any fixtures or fittings, except those necessary for the **permitted use**, without the **landlord's** written consent.
 - 2.2.13 bring onto the **premises** any object which by its nature or weight might cause damage to the **premises**, without the **landlord's** written consent.
 - 2.2.14 except in an emergency, interfere with any of the services or equipment in the **premises** or in any property of which the **premises** form part.
- 2.3 The **tenant** must -
- 2.3.1 take out and keep current an insurance cover in the name of the **tenant** and noting the interest of the **landlord**, for public risk for any single event for the amount stated in **item 12** or, if none is stated, for \$10 million, with an extension which includes the indemnities given by the **tenant** to the **landlord** in 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 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 unless the **landlord** loses 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. 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**, **tenant** and 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, 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 accidents occurring on the **premises** except to the extent that the accident is caused by the **landlord** or a person for whom the **landlord** is responsible.
- 5.4 In relation to **building outgoings**, the parties agree -
- 5.4.1 the **landlord** must pay the **building outgoings** when they fall due for payment but may require the **tenant** to pay when due a **building outgoing** for which the **tenant** receives notice directly and to 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 (but if the **Act** applies, the **landlord** must) give the **tenant** an estimate of **building outgoings** for the **accounting period**.
- 5.4.4 despite clause 5.4.1, the **tenant**, if the **landlord** requires it, 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 the amount short paid or the **landlord** must repay the amount over paid for **building outgoings**, as the case may be, 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 an appropriate adjustment must be made in relation to a **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.

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 the Australian Stock Exchange, or a subsidiary of one.
- "Effective control" means the ability to control the composition of the board of directors or having more than 50% of the shares giving the right to vote at general meetings,
- 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 Before terminating this lease under clause 7.1 for an event to which section 146(1) of the *Property Law Act* 1958 (Vic) does not extend, the **landlord** must give the **tenant** the same notice that it would be required to give if that section did extend to a termination for that event.
- 7.5 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, 2.2.13, 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.
- 7.6 Before terminating this lease for repudiation (including repudiation consisting of the non-payment of rent), the **landlord** must give the **tenant** written notice of the breach and a period of 14 days in which to remedy it 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.
- 7.7 Even though the **landlord** does not exercise its rights under this lease on one occasion, it may do so on any later occasion.

8. DESTRUCTION OR DAMAGE

- 8.1 If the **premises** or the **building** are damaged so that the **premises** cannot be used or accessed for the **permitted use** -
- 8.1.1 a fair proportion of the **rent** and **building outgoings** is to be suspended until the **premises** are again wholly fit and accessible for the **permitted use**, and
 - 8.1.2 the suspended proportion of the **rent** and **building outgoings** must be proportionate to the nature and extent of the damage or inaccessibility.
- 8.2 If the **premises** or the **building** are partly destroyed, but not substantially destroyed, the **landlord** must reinstate the **premises** or the **building** as 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, either party 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 parties 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 BY THE PARTIES

- 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 party is entitled to rely on any warranty or statement in relation to -
- 9.2.1 the conditions on which this lease has been agreed,
- 9.2.2 the provisions of this lease, or
- 9.2.3 the **premises**
- which is not contained in those documents.

10. OVERHOLDING AND ABANDONMENT OF THE PREMISES

- 10.1 If the **tenant** remains in possession of the **premises** without objection by the **landlord** after the end of the **term** -
- 10.1.1 the **tenant**, without any need for written notice of any kind, is a monthly tenant on the conditions in this lease, modified so as to apply to a monthly tenancy,
- 10.1.2 either party may end the tenancy by giving one month's written notice to the other 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 either party unless **item 17** states otherwise but, if the **Act** applies, review is compulsory.
- 11.1.2 a party may initiate a review by giving the other party a written notice stating the current market rent which it proposes as the **rent** for the review period. Unless the **Act** applies, if the party receiving the notice does not object in writing to the proposed rent within 14 days, it becomes the **rent** for the review period.
- 11.1.3 If -
- (a) the **Act** does not apply and the party receiving the notice serves an objection to the proposed rent within 14 days and the parties do not agree on the **rent** within 14 days after the objection is served, or
- (b) the **Act** applies and the parties do not agree on what the **rent** is to be for the review period,
- the parties must appoint a **valuer** to determine the current market rent.
- If the **Act** does not apply and if the parties do not agree within 28 days after the objection is served on the name of the **valuer**, the **valuer** must be nominated by the President of the Australian Property Institute, Victorian Division, at the request of either party. If the **Act** applies, the **valuer** is to be appointed by agreement of the parties, or failing agreement, by the Small Business Commissioner.
- 11.1.4 In determining the current market rent for the **premises** the **valuer** must -
- (a) consider any written submissions made by the parties within 21 days of their being informed of the **valuer's** appointment, and
- (b) determine the current market rent as an expert

and, 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 parties in writing of the amount of the determination and the reasons for it as soon as possible after the end of the 21 days allowed for submissions by the parties.

11.1.6 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 parties
 (i) appointing the **valuer**, or
 (ii) being informed of the **valuer's** appointment, or
 (b) the **valuer** resigns, dies, or becomes unable to complete the valuation, then the parties may immediately appoint a replacement **valuer** in accordance with sub-clause 11.1.3.

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

11.3 The **landlord** and **tenant** must bear equally the **valuer's** fee for making the determination and if either pays more than half the fee, the difference may be recovered from the other.

11.4 Until the determination is made by the **valuer**, the **tenant** must continue to pay the same **rent** as before the **market review date**. 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 that further term or those further terms 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,

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

12.2 The renewed lease -

12.2.1 starts on the date after this lease ends,

12.2.2 has a starting **rent** determined in accordance with clause 11 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 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 given under this lease may be given -
- 14.1.1 by post,
- 14.1.2 by facsimile, or
- 14.1.3 by delivery
to the party's last known address, or
- 14.1.4 registered office, or
- 14.1.5 if to the **tenant**, at the **premises**.
- 14.2 Posted notices will be taken to have been received 72 hours after posting unless proved otherwise.
- 14.3 Notices delivered or sent by facsimile after 5.00p.m. will be taken to have been received at 9.00a.m. on the next business day at the place where it is received.

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

- 15.1 The **guarantor** in consideration of the **landlord** having entered into this lease at the **guarantor's** request —
- 15.1.1 guarantees that the **tenant** will perform all its obligations under this lease for the **term** and any renewed term or terms and during any period of overholding after the end of the **term**,
- 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 renewed term or terms 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 parties must attempt to resolve any dispute by the mediation procedure, except disputes about -
- 16.1.1 unpaid **rent** and interest charged on it,
 - 16.1.2 review of **rent**, 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 a party may start mediation by serving a mediation notice on the other party.
 - 16.2.2 the notice must state that a dispute has arisen and identify what the dispute is.
 - 16.2.3 the parties must jointly request appointment of a mediator. If the parties fail to agree on the appointment within 7 days of service of the mediation notice, either party may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator.
 - 16.2.4 once the mediator has accepted the appointment the parties must comply with the mediator's instructions.
 - 16.2.5 if the dispute is not resolved within 30 days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.
- 16.3 The mediator may fix the charges for the mediation which must be paid equally by the parties.
- 16.4 If the dispute is settled, all parties must sign the terms of agreement and these terms are binding on the parties.
- 16.5 The mediation is confidential and -
- 16.5.1 statements made by the mediator or the parties, and
 - 16.5.2 discussions between the participants to the mediation, before after or during the mediation,
- cannot be used in any legal proceedings.
- 16.6 It must be a term of the engagement of the mediator that the parties release the mediator from any court proceedings relating to 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 party in the absence of any other party.
- 16.8 If the **Act** applies, so that a dispute must be referred to the Victorian Civil and Administrative Tribunal, the parties agree that each may be represented by a legal practitioner or legal practitioners of its choice.

17. GST

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

18. CONSUMER PRICE INDEX

- 18.1 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 the shortfall or the **landlord** must immediately repay the excess, as the case may be.
- 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 pipes and conduits 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. ADDITIONAL PROVISIONS

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

- 20.1 bind the parties, and
- 20.2 if inconsistent with any other provisions of this lease, override them.

21. LANDLORD WARRANTY

The **landlord** warrants that clauses 1 to 20 appearing in this lease are identical to clauses 1 to 20 of the copyright Law Institute of Victoria Lease of Real Estate November 2012 Revision and that any modifications to them are set out as additional provisions in **item 22**.



[Do not attach to lease — see notes below]

NOTIFICATION OF DATE AFTER WHICH OPTION CANNOT BE EXERCISED

(Retail Leases Act 2003 (Vic) s 28(1))

TO:

PREMISES:

LEASE DATED:

THE LANDLORD notifies you that the option to renew this lease cannot be exercised after (insert date)

DATED:

.....
Landlord

ACKNOWLEDGEMENT

The tenant acknowledges having received this notification on (insert date received)

ACKNOWLEDGEMENT DATED:

.....
Tenant

Notes:

1. This form is only appropriate where the tenant has an option for renewal.
2. This form of notification should **not** be attached to the lease.
3. If the lease contains an option for renewal the notification must be effected at least 6 months but not more than 12 months before the date after which the option is no longer exercisable.

Refer to *Xiao v Perpetual Trustee Company Ltd and Anor* [2008] VSC 412 in relation to the need to ensure that the notification actually comes to the notice of the tenant not less than 6 months before the date specified in the notification.

4. If the tenant does not have an option for renewal the landlord must give to the tenant, not more than 12 nor less than 6 months before the lease ends, notice in accordance with section 64(2) offering renewal or informing the tenant that the landlord does not propose to offer a renewal.

[Do not attach to lease — see notes below]

NOTICE OF LANDLORD'S INTENTION TO OFFER A RENEWAL OF LEASE

(Retail Leases Act 2003 (Vic) s 64(2)(a))

TO:

PREMISES:

LEASE DATED:

TAKE NOTICE that you are offered a renewal of the lease on the terms set out in this notice.

Terms of proposed lease

| | |
|--|-----------|
| Lease term: | Years |
| Commencing rent: \$ | Per annum |
| and otherwise on the same terms as the present lease | |

This offer is incapable of revocation for 60 days after it is made except with your consent. If you wish to accept this offer you must do so in writing within 60 days after the date on which the offer is made.

Dated:

.....
Landlord

Notes:

1. This form is **not** appropriate where the tenant has an option for renewal.
2. This form of notice should **not** be attached to the lease.
3. If the tenant does not have an option for renewal the landlord must give to the tenant, not more than 12 nor less than 6 months before the lease ends, notice in accordance with section 64(2) offering renewal or informing the tenant that the landlord does not propose to offer a renewal.
4. This form should only be used if the landlord intends to offer renewal.
5. Note the requirement of section 26(1) to provide a disclosure statement within 14 days after the date on which the parties agree to renew.

[Do not attach to lease — see notes below]

NOTICE OF LANDLORD'S INTENTION NOT TO OFFER A RENEWAL OF LEASE

(Retail Leases Act 2003 (Vic) s 64(2)(b))

TO:

PREMISES:

LEASE DATED:

TAKE NOTICE that the landlord of the premises does not propose to offer you a renewal of the lease. The term of the lease will end on

Dated:

.....
Landlord

Notes:

1. This form is **not** appropriate where the tenant has an option for renewal.
2. This form of notice should **not** be attached to the lease.
3. If the tenant does not have an option for renewal the landlord must give to the tenant, not more than 12 nor less than 6 months before the lease ends, notice in accordance with section 64(2) offering renewal or informing the tenant that the landlord does not propose to offer a renewal.
4. This form should only be used if the landlord does not intend to offer a renewal.



Landlord's Disclosure Statement – Retail Premises Not Located in Retail Shopping Centres

BY THE LANDLORD UNDER SECTION 17(1)(A) AND SECTION 61(5)
OF THE *RETAIL LEASES ACT 2003*

Landlord: Amber Lynn Bulte

Tenant: Mark Yusuf Pty Ltd T/A Sellandlease

Premises 127 BELGRAVE GEMBROOK ROAD SELBY VIC 3159

Note

This statement is to be completed by the Landlord and must be provided to the Tenant with a copy of the proposed lease at least 7 days before the signing of a new lease.

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 entering into 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.

PART 1 PREMISES

1 PREMISES DETAILS

1.1 Street address of premises

127 Belgrave Gembrook Rd Selby Vic 3159

1.2 Plan of premises (if available)

[Empty box for plan of premises]

1.3 Lettable area of premises

40m²

Will a survey be conducted?

Yes

No

1.4 Existing structures, fixtures, plant and equipment in the premises, provided by the landlord
(excluding any works, fit out and refurbishment described in Part 3)

[Select as appropriate]

- | | |
|--|--|
| <input type="checkbox"/> air conditioning | <input type="checkbox"/> plastered walls |
| <input type="checkbox"/> cool room | <input type="checkbox"/> shop front |
| <input type="checkbox"/> floor coverage | <input checked="" type="checkbox"/> sink |
| <input type="checkbox"/> grease trap | <input type="checkbox"/> sprinklers |
| <input checked="" type="checkbox"/> hot water service | <input type="checkbox"/> suspended ceiling |
| <input checked="" type="checkbox"/> lighting | <input type="checkbox"/> telephone |
| <input type="checkbox"/> mechanical exhaust | <input type="checkbox"/> water supply |
| <input type="checkbox"/> painted walls | <input type="checkbox"/> waste |
| <input type="checkbox"/> electrical distribution load (3 phase) | |
| <input type="checkbox"/> electrical distribution load (single phase) | |
| <input type="checkbox"/> separate utility meter – gas | |
| <input type="checkbox"/> separate utility meter – water | |
| <input type="checkbox"/> separate utility meter – electricity | |
| <input type="checkbox"/> other | Wall split system |

1.5 Services and facilities provided by the landlord for the benefit of the premises

Alarm system hardware connected to the property, tenant will be responsible for choosing and paying monitoring company should they decide to keep the system in use.

2 PERMITTED USE

2.1 Description of permitted use

Real Estate Services

The Landlord does not warrant that the permitted use of the premises under the lease, and any signage which the Tenant may require to place on the premises, is allowed under Town Planning or other restrictions or controls affecting the premises. The Tenant should make its own enquiries about any restrictions other than those contained in the lease before entering into the lease of the premises.

3 NUMBER OF CAR PARKING SPACES

3.1 Approximate total spaces spaces

3.2 Available spaces for customers of the building spaces

3.3 Reserved spaces for use of the tenant only spaces

4 HEAD LEASE

4.1 Is the premises under a head lease or Crown lease? Yes No

4.2 Has the landlord provided a copy of the head lease or Crown lease to the tenant?

- Yes – attached as per item 23.2
- No
- Not applicable

4.3 Current term under the head lease or Crown lease and option/s to renew

- Not applicable
- Details of head lease as follows:

Current term:

years / / 20 to / / 20

Options to renew:

[List any options for further terms held by the landlord under the head lease.]

years / / 20 to / / 20

years / / 20 to / / 20

years / / 20 to / / 20

years / / 20 to / / 20

years / / 20 to / / 20

4.4 Is the head landlord's consent to the lease required? Yes No

PART 2 TERM OF LEASE AND OPTION/S TO RENEW LEASE

5 TERM OF LEASE

5.1 Date lease commences (see also date of handover at item 7)

5.2 Length of term months

5.3 Date lease expires (based on the date indicated at item 5.1 as the date the lease commences)

/

6 OPTION/S TO RENEW LEASE

6.1 Option/s details

(Note: an option to renew a lease must be exercised in writing and given to the landlord on or before the last day stated in the option clause of the lease)

- No options to renew lease
 Options as follows:

Length of option

Period of option

Exercise date

Mths

Actual Estimate to /

Mths

Actual Estimate to /

Actual Estimate to/

years / / 20 / / 20

Actual Estimate to / / 20 to / / 20

years / / 20 / / 20

Actual Estimate to / / 20 to / / 20

PART 3 WORKS, FIT OUT AND REFURBISHMENT

7 DATE OF HANDOVER

7.1 Date of handover (if different to the date the lease commences indicated at item 5.1)

Estimate

8 LANDLORD'S WORKS

8.1 Description of works to be carried out by the landlord before the date the lease commences

[exclude any works that form part of the tenant's fit out at item 9]

Nil.

8.2 Estimate of expected contribution by the tenant towards the cost of the landlord's works

[see also outgoings (item 13) in relation to any maintenance and repair outgoings]

\$

9 TENANT'S FIT OUT WORKS

9.1 Fit out works to be carried out by the tenant

(excluding the landlord's works at item 8)

The landlord consents to the following fitout works by the tenant:

Move internal walls, install ceiling over office spaces, install hand basins (x3) remove carpets and instalsignage.

9.2 Is the landlord providing any contribution towards the cost of the tenant's fit out?

Yes [insert details of landlord's contribution]

No

9.3 Does the landlord have requirements as to the quality and standard of shop front and fit out?

Yes

The tenant must submit detailed plans of any proposed additions or alterations to the premises, and must obtain the landlord's written consent before commencing any proposed works. Once approved by the landlord, the proposed works must be carried out at the tenant's cost by contractors approved by the landlord who are suitably qualified, competent and experienced in carrying out works of that nature, and such works must be carried out in a proper and workmanlike manner to the satisfaction of the landlord (acting reasonably). The tenant is responsible for ensuring that the insurance policies cover any works being carried out and that the consent of any local or other authority to the proposed works is obtained if necessary.

Any signage displayed on the premises must be approved by the landlord in writing, consent to which is at the landlord's absolute discretion, who may specify that a certain method of affixing signage is to be used and reserves the right to object to the design, size or method of affixation or display of any signage proposed by the tenant.

No

PART 4 RENT

10 ANNUAL BASE RENT

10.1

\$600.00 pcm + G.S.T.

10.2 **Rent free period** [describe any rent free period]

One month's rent free period

10.3 **How rent payments are to be made?**

By equal monthly instalments paid in advance on the 1st day of each calendar month directly into the agents nominated bank account or as otherwise directed by the agent in writing from time to time.

11 **RENT ADJUSTMENT (RENT REVIEW)**

11.1 **Rent adjustment date(s) and adjustment method**

Annual rent increases according to CPI upon each anniversary of the commencement date and
Market review upon the commencement of the second further term.

PART 5 OUTGOINGS

12 **CONTRIBUTION BY TENANT TOWARDS LANDLORD'S OUTGOINGS**

12.1 **Is the tenant required to pay or contribute towards the landlord's outgoings?**

Yes No

12.2 **Describe any period during which the tenant is not required to pay outgoings**

12.3 **Date on which payment of outgoings is to commence**

01

12

16

12.4 **Formulae for apportioning outgoings**

[insert formulae on how outgoings payable by tenant are to be apportioned]

100% of all building outgoings.

13 **OUTGOINGS ESTIMATES (ANNUAL) FOR THE 12 MONTH PERIOD**

[State which of the following are payable by the tenant. The landlord may be prevented by the *Retail Leases Act 2003* from claiming certain costs.]

Estimate per annum for the building

| | | Inc. GST | Exc. GST |
|---|---|--------------------------|--------------------------|
| 13.1 Administration | | | |
| <input type="checkbox"/> Administration costs (excluding management fees and wages) | \$ <input style="width: 150px;" type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Management fees | \$ <input style="width: 150px;" type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13.2 Air conditioning/temperature control | | | |
| <input type="checkbox"/> Air conditioning maintenance | \$ <input style="width: 150px;" type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Air conditioning operating costs | \$ <input style="width: 150px;" type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13.3 Building management | | | |
| <input type="checkbox"/> Body corporate/strata levies | \$ <input style="width: 150px;" type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Building intelligence services | \$ <input style="width: 150px;" type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Energy management services | \$ <input style="width: 150px;" type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Gardening and landscaping | \$ <input style="width: 150px;" type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Insurance | \$ <input style="width: 150px;" type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Pest control | \$ <input style="width: 150px;" type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Ventilation | \$ <input style="width: 150px;" type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13.4 Building security | | | |
| <input type="checkbox"/> Caretaking | \$ <input style="width: 150px;" type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Emergency systems | \$ <input style="width: 150px;" type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Fire protection | \$ <input style="width: 150px;" type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Security services | \$ <input style="width: 150px;" type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13.5 Cleaning | | | |
| <input type="checkbox"/> Cleaning consumables | \$ <input style="width: 150px;" type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Cleaning costs (excluding consumables) | \$ <input style="width: 150px;" type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Inc. GST
Exc. GST

| | | | | |
|------|--|----|----------|--|
| 13.6 | Government rates and charges | | | |
| | <input checked="" type="checkbox"/> Local government rates and taxes | \$ | 2,900.00 | <input checked="" type="checkbox"/> <input type="checkbox"/> |
| | <input checked="" type="checkbox"/> Water, sewerage and drainage rates and charges | \$ | 300.00 | <input checked="" type="checkbox"/> <input type="checkbox"/> |
| | <input type="checkbox"/> Fire services property levy | \$ | | <input type="checkbox"/> <input type="checkbox"/> |

(Note: under section 50 of the *Retail Leases Act 2003*, the landlord may not claim land tax as an outgoing)

| | | | | |
|------|---|----|--|---|
| 13.7 | Repairs | | | |
| | <input type="checkbox"/> Repairs and maintenance | \$ | | <input type="checkbox"/> <input type="checkbox"/> |
| | <input type="checkbox"/> Sinking fund for repairs and maintenance | \$ | | <input type="checkbox"/> <input type="checkbox"/> |

(Note: under section 41 of the *Retail Leases Act 2003*, the landlord may not claim the capital costs of the building in which the premises are located)

| | | | | |
|------|--------------------------------------|----|--|---|
| 13.8 | Utility services | | | |
| | <input type="checkbox"/> Electricity | \$ | | <input type="checkbox"/> <input type="checkbox"/> |
| | <input type="checkbox"/> Gas | \$ | | <input type="checkbox"/> <input type="checkbox"/> |
| | <input type="checkbox"/> Oil | \$ | | <input type="checkbox"/> <input type="checkbox"/> |
| | <input type="checkbox"/> Water | \$ | | <input type="checkbox"/> <input type="checkbox"/> |

| | | | | |
|-----|--|----|--|---|
| 3.9 | Waste management | | | |
| | <input type="checkbox"/> Sewage disposal | \$ | | <input type="checkbox"/> <input type="checkbox"/> |
| | <input type="checkbox"/> Waste collection and disposal | \$ | | <input type="checkbox"/> <input type="checkbox"/> |

| | | | | |
|-------|---------------------------------|----|--|--|
| 13.10 | List any other outgoings | \$ | | <input checked="" type="checkbox"/> <input type="checkbox"/> |
|-------|---------------------------------|----|--|--|

| | | | | |
|-------|---|----|----------|--|
| 13.11 | Estimated tenant contribution to outgoings | \$ | 3,200.00 | <input checked="" type="checkbox"/> <input type="checkbox"/> |
|-------|---|----|----------|--|

PART 6 OTHER COSTS

14 OTHER MONETARY OBLIGATIONS AND CHARGES

14.1 Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement [e.g. interest and legal costs]

PART 7 ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)

15 ALTERATION WORKS

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

[Empty text box for details]

No

16 CLAUSES IN LEASE DEALING WITH RELOCATION AND DEMOLITION WORKS

16.1 Clause(s) in lease providing for relocation of tenant

Clause(s) [] of the lease

Not applicable

16.2 Clause(s) in lease providing for demolition of the premises or building

Clause(s) [] of the lease

Not applicable

PART 8 OTHER DISCLOSURES

17 OTHER DISCLOSURES

17.1 Are there any current legal proceedings in relation to the lawful use of the premises or building?

Yes [provide details]

[Empty text box for details]

No

17.2 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, during the term or any further term or terms?

Yes [provide details]

[Empty text box for details]

No

18 REPRESENTATIONS BY LANDLORD

18.1 Any other representations by the landlord or the landlord's agent

Please refer to Item 22 of the Lease Schedule.

[Empty text box for details]

PART 9 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE

19 ACKNOWLEDGEMENTS BY LANDLORD

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

- this disclosure statement contains all representations in relation to the proposed lease by the landlord and the landlord's agents as at the date of this disclosure statement;
- this disclosure statement reflects all agreements that have been made by the parties;
- the landlord has not knowingly withheld information which is likely to have an impact on the tenant's proposed business.

Warnings 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.

20 LANDLORD'S SIGNATURE

20.1 Name of landlord

Amber Lynn Bulte

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



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

[

PART 10 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

21 ACKNOWLEDGEMENTS BY THE TENANT

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

Before entering into a lease, tenants should consider these key questions

- Does the planning authority allow your proposed use for the premises under planning law?
- Is the security of your occupancy affected by:
 - mortgages, charges or encumbrances granted by the landlord?
 - rights and obligations under a head lease?
- Does the premises comply with building and safety regulations? Is the premises affected by outstanding notices by any authority?
- Could your trading be affected by disturbances or changes to the building?
- Does the landlord require you to refurbish the premises regularly or at the end of the lease?
- Can the landlord end the lease early even if you comply with the lease?
- Are all the existing structures, fixtures and plant and equipment in good working order?
- Are you required to make good the premises at the end of the lease?

22 TENANT'S SIGNATURE

It is important that a tenant seek independent legal and financial advice before entering into a lease.

22.1 Name of tenant

Mark Yusuf - (MARK YUSUF PTY LTD T/A SELLANDLEASE)

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

ml yusuf per sellandlease.

22.3 Name of the tenant's authorised representative

[insert name of person signing with the authority of the tenant]

22.4

Date / / 20

PART 11 ATTACHMENTS

23 LIST OF ATTACHMENTS

ATTACHED?

23.1 Plan of premises (see item 1.2)

Yes

Not applicable

23.2 Head lease or Crown lease (see item 4.2)

Yes

Not applicable

23.3 Additional attachments

[list of any additional attachments]



SCHROEDER & WALLIS
PEOPLE • PASSION • PROPERTY

Residential Tenancy Agreement

Property:
127A Belgrave Gembrook Road,
SELBY VIC 3159

Tenant/s:
Carole Pitt

Lease Period:
17/04/2020 to 16/06/2021

Lease Conditions (Residential Tenancies Act 1997)

1. Condition of the Premises

The Landlord must -

- a. ensure that the Premises are maintained in good repair; and
- b. if the Landlord owns or controls the common areas relating to those Premises, take reasonable steps to ensure that the common areas are maintained in good repair.

2. Damage to the Premises

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

3. Cleanliness of the Premises

- a. The Landlord must ensure that the Premises are in a reasonably clean condition on the day on which it is agreed that the Tenant is to enter into occupation of the Premises.
- b. The Tenant must keep the Premises in a reasonably clean condition during the period of Agreement.

4. Use of the Premises

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

5. Quiet Enjoyment

- a. The Landlord must take all reasonable steps to ensure that the Tenant has quiet enjoyment of the Premises.

6. Assignment or Sub-Letting

- a. The Tenant must not assign or sub-let the whole or any part of the Premises without the written consent of the Landlord. The Landlord's consent must not be unreasonably withheld.
- b. The Landlord must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the Landlord in relation to the preparation of a written assignment of the Agreement.
- c. The Tenant must not advertise a room, multiple rooms and/or any component of the property on AirBNB, or other similar short stay accommodation websites, without the expressed written permission of the Landlord.
- d. The Tenant must not sub-let their car park storage or alike without the expressed written permission of the Landlord and/or Owners Corporation (if applicable).

7. Residential Tenancies Act 1997

- a. Each party must comply with the *Residential Tenancies Act 1997*.

Additional Terms

8. Care of the Premises

The Tenant agrees:

- a. not to paint, mark or deface the Premises internally or externally or use nails, screws or adhesives without prior written consent of the Landlord.
- b. to place all household rubbish in the bin provided by the local authority and put the bin out for collection on the designated day for collection and remove the bin to the Premises promptly after it has been emptied and return it to its allotted place.
- c. not to use any sink, basin, toilet, drain or like facility in or connected to the Premises for other than their intended use nor to do anything that might damage or block the plumbing drainage or sewerage servicing the Premises and to promptly notify the Landlord of any blockage or defect.
- d. not to affix any television antenna, satellite dish or cabling to the Premises without prior written consent of the Landlord.
- e. not to hang washing, or other articles anywhere but in areas provided or designated for this purpose.
- f. to maintain all garden areas including watering (subject to any council restrictions) trees, lawn and other plants, mowing the lawn and removing garden rubbish (including pet waste) from the Premises.

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- g. to replace, at the Tenant's cost, blown or damaged light bulbs or fluro tubes and ensure all are in a working condition at the end of the tenancy. Where such damage has been occasioned by the Landlord or its Agent it shall be the Landlord's responsibility to replace light bulbs and fluro tubes.
- h. not to carry out any mechanical repairs to machinery (including cars and/or boats) which the Tenant may bring onto the Premises.
- i. where the Landlord's consent has been obtained in respect of Clause 12(a) the Landlord may require, as a condition of consent, that the Tenant return the Premises to its original condition at the end of the Tenancy.
- j. Other:

Please contact the Property Management Department at Schroeder & Wallis immediately if you believe the smoke alarm that has been installed in your premises is faulty or not in operation.

You can check this by pressing on the 'test' button displayed on the device. If the device does not beep, please contact the office immediately. After taking possession of the property it is the tenant's responsibility to regularly check that a working battery is always in place and the smoke alarm is tested using the afore mentioned method.

We recommend that each year when day light savings starts and finishes that a new battery be installed. Once you have installed the new battery, test the device again. If there is any problem please contact the Property Management Department at Schroeder & Wallis immediately.

9. Smoke Alarms

The Tenant agrees:

- a. not to remove or interfere with the operation of any smoke alarm installed on the residential Premises except with reasonable excuse, and
- b. to notify the Landlord in writing promptly if any smoke alarm installed on the residential Premises is not functioning properly.

10. Payment of Council Rates, Land Tax, Water and Other Charges

- a. In accordance with Section 52 of the Residential Tenancies Act 1997, the tenant is liable for the payment of:

Where the Premises are separately metered

- i. all charges in respect of the supply or use of electricity, gas, or oil. This excludes installation costs and charges in respect of the initial connection of such services to the Premises and the charges for the supply or hire of gas bottles.
- ii. the cost of all water supplied where it is based solely on the amount of water supplied.
- iii. that part of the charge that is based on the amount of water supplied if the cost of water supplied is only partly based on the amount of water supplied.
- iv. all sewerage disposal charges imposed in respect of the Premises during the Tenancy Agreement.
- b. All charges in respect of the use of bottled gas at the Premises during the term of this agreement.
- c. The Landlord is responsible for the following charges where the supply is not separately metered:
 - i. electricity
 - ii. non bottled gas
 - iii. oil
 - iv. water supply service & water supplied
 - v. sewerage disposal charges.
- d. The Tenant must pay any expenses in relation to the Tenant changing utility suppliers including disconnection and reconnection fees.
- e. Should the Landlord, Tenant or persons on the Premises with the permission or authority of either the Landlord or the Tenant damage or disconnect a utility servicing the Property, the party who is at fault will be responsible for rectifying the damage or disconnection and paying all associated costs.

11. Alterations and Additions to the Premises

The Tenant Agrees

- a. not to install any fixture or renovate, alter or add to the Premises without the Landlord's written permission, and

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- b. not to remove, without the Landlord's written permission, any fixture attached by the Tenant, and
- c. not to alter, remove or add any lock or security device without the Landlord's agreement, and in such case to provide the Landlord with a copy of the key or access codes, and
- d. to notify the Landlord of any damage caused by removing any fixture attached by the Tenant, and
- e. to repair any damage caused by removing the fixture or reimburse the Landlord for the reasonable costs of repair.

12. Tenant's Use of Premises

- a. The Tenant may use the Premises only as a place of residence. Should the Tenant wish to use the Premises for a purpose other than or in addition to a residence, the Landlord's consent must first be obtained.
- b. The Tenant must not carry out commercial or industrial activities or create any nuisance to adjoining neighbours.
- c. The Tenant must take such actions as may be reasonable to prevent persons on the Premises with the Tenant's authority (apart from the Landlord or those acting under the Landlord's authority) from causing damage to the Premises.

13. Pets

- a. The Tenant may keep pets on the Premises only where written permission has been given by the Landlord to the Tenant. The Landlord's consent will not be unreasonably withheld.
The Tenant acknowledges if they want to keep a pet, they must first submit the prescribed completed Pet Request Form available on the Consumer Affairs Victoria website.
Note: A pet means any animal except an assistance dog .

14. Owners Corporation - Applicable Not Applicable

- a. The landlord must give the Tenant a copy of the rules of the Owners Corporation under the Owners Corporation 2006 at the commencement of occupation and a copy of the consolidated rules of the Owners Corporation as soon as possible after it is lodged with the Registrar.
- b. The Tenant must comply with the rules of the Owners Corporation.
- c. The Tenant confirms a copy of the rules (and any advised amendments of the Owners Corporation were provided on the signing of this Agreement by the Agent/Landlord
 - i. Signed

15. Rental Bond

- a. In accordance with Section 428 of the *Residential Tenancies Act 1997* (Act) the Tenant must not refuse to pay rent on the ground that the Tenant intends to regard as rent paid by the Tenant the bond or any part of the bond paid in respect of the rented Premises. Breach of this obligation by the Tenant will allow action to be taken under the Act and penalties may be imposed.

16. Breach of Agreement by Tenant

- a. The Tenant must promptly rectify any breach and pay the reasonable expenses of such rectification.
- b. If the Tenant is in breach of the obligations under this Agreement (including its obligations to maintain the Premises) the Landlord may, where the Tenant has not done so promptly, rectify such breach and claim the cost of such rectification from the Rental Bond or the Tenant.
- c. Should the Tenant be in breach of its obligations under the Agreement resulting in default and termination of this Agreement before the end date, the Tenant is not released from its obligations under this Agreement and must pay damages, which damages may include any losses incurred by the Landlord with respect to rental, outgoings, letting and marketing expenses and otherwise. The Landlord has an obligation to mitigate its damages.

17. Termination (End of Occupancy)

- a. The Tenant must give the Landlord written notice of its intention to vacate the Premises in accordance with Section 235 of the *Residential Tenancies Act 1997* in the approved form, such notice being not less than 28 days prior to the tenancy expiry date, to the Landlord in the approved form of its intention to vacate the Premises. Rent will be charged until all keys/remotes are returned.
- b. Where the Tenant, with the consent of the Landlord, remains in occupation after the expiration of the term, the Tenant does so under a periodic tenancy and must give the Landlord a notice of its intention to vacate in accordance with Clause 17(a).
- c. The Landlord requiring possession of the Premise at the end of the term must give the Tenant notice in accordance with the *Residential Tenancies Act 1997*.
- d. On termination of this Agreement whether on expiry of a fixed term, by agreement between the parties or otherwise in accordance with the *Residential Tenancies Act 1997* the Tenant agrees to:
 - i. deliver vacant possession
 - ii. deliver up all keys and security devices

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- iii. leave the Premises as nearly as possible in the same condition (fair wear and tear excepted) as set out in the condition report for the residential Premises.
- iv. remove all of the Tenant's property (including fixtures where required) and belongings from the Premises including rubbish and property on the Premises not the property of the Landlord.
- v. advise as soon as possible of the Tenant's contact address
- vi. ensure carpets are left in a similar condition to their condition at the start of tenancy. If cleaning is required they should be professionally cleaned by a qualified carpet cleaner.
- e. Failure by the Tenant to carry out any of its obligations under this Agreement and on termination will entitle the Landlord to claim damages in respect of any expenses incurred or rental lost. The Landlord must take reasonable steps to mitigate its damages.
- f. The termination of this Agreement by notice or otherwise shall not affect either party's right to compensation for damages arising from breach of the terms of this Agreement.
- g. No forbearance by the Landlord to exercise its rights against the Tenant in respect of any breach by the Tenant of its obligations under this Agreement or with respect to the *Residential Tenancies Act 1997* shall preclude the Landlord from subsequently exercising its rights in respect of this Agreement or in accordance with the *Residential Tenancies Act 1997*.

18. Insurance and Indemnity

The Tenant agrees:

- i. not to by act or omission, do anything which would cause any increase in the premium of any insurance the Landlord may have over the Premises (or their contents) or cause such insurance policy to be invalidated.
- ii. to pay the Landlord any excess or premium increase or charge by the Landlord's insurance company as a result of the acts or omissions of the Tenant or persons on the Premises with the consent of the Tenant. This does not include any increase in the premium as a result of actions by the Landlord or people acting with the Landlord's authority.
- iii. to be responsible for insuring the Tenant's own property.
- iv. the Landlord will provide a copy of relevant insurance policies to the Tenant.

19. Liability Statement

- a. Where the Landlord, has complied with its obligations under this Agreement and the *Residential Tenancies Act 1997*, the Tenant, except in the case of negligence on the part of the Landlord, indemnifies the Landlord against any claims in respect of loss, damage or injury to persons or property for which the Landlord may become liable as a result of any act or omission by the Tenant or others on the Premises with the consent of the Tenant.
- b. For the purpose of this Clause the Landlord shall include the Agent, contractors and permitted assigns.

20. Rent Increase

- a. The Landlord must give the Tenant at least 60 days' notice in the prescribed form in accordance with the *Residential Tenancies Act 1997* of a proposed rent increase.
- b. Under a fixed term tenancy a Landlord must not increase the rent before the term ends unless this Agreement provides for a rent increase within the fixed term.
- c. The Landlord must not increase the rent at intervals of less than 12 months.
- d. If the Tenant disagrees with the rent increase the Tenant may in accordance with Section 45 of the *Residential Tenancies Act 1997* apply to the Director of Consumer Affairs Victoria to investigate and report. The Tenant must make an application within 30 days after receiving the notice of Rent increase.

21. Provision of Documents

- a. The parties agree and confirm this Agreement and documents, notices and other correspondence required to be given to the Tenant throughout the term of this Agreement, may be forwarded electronically if the recipient has provided an email address here: carole.pitt@bigpond.com

22. Tenants

- a. All persons using the Premises as Tenants or otherwise must comply with the provisions of this Agreement and the *Residential Tenancies Act 1997* and other relevant legislation and regulations. Any proposed change in Tenants must be immediately notified to the Landlord.

23. Urgent Repairs

Tradesperson: Schroeder & Wallis Phone: 9908 3344

- a. The Tenant may arrange for a suitably qualified person to make emergency repairs if:
 - i. the Tenant has been unable to notify the Landlord or nominated repairer of the need for urgent repairs to the Premises; or
 - ii. the repairs are not made within a reasonable time after notice is given to the Landlord.

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- b. The Landlord is liable to reimburse the Tenant for the reasonable costs of the repairs up to \$1800 including GST provided the Tenant has given the Landlord 14 days written notice of such repairs being carried out.
- c. Urgent repairs for which the Landlord agrees to make payment are:
 - i. a burst water service; or
 - ii. a blocked or broken lavatory system; or
 - iii. a serious roof leak; or
 - iv. a gas leak; or
 - v. a dangerous electrical fault; or
 - vi. flooding or serious flood damage; or
 - vii. serious storm or fire damage; or
 - viii. a failure or breakdown of any essential service or appliance provided by the Landlord on the Premises for hot water, cooking, heating or laundering; or
 - ix. a failure or breakdown of the gas, electricity or water supply to the Premises; or
 - x. malfunctioning of an appliance, fitting or fixture provided by the Landlord that uses or supplies water that will or may result in substantial water waste; or
 - xi. any fault or damage that causes the Premises to be unsafe or not secure, or
 - xii. a serious fault in a lift or staircase

Note: With respect to items that use or supply water and cannot be repaired the Tenant may replace them with an item or items that is/are of or above a relevant prescribed level of rating.

24. Landlord's Access to the Premises

- a. The Landlord, the Landlord's Agent or any person authorised in writing by the Landlord, during the currency of this Agreement may only enter the residential Premises in the following circumstances:
 - i. to show the Premises to prospective buyers or mortgagees on a reasonable number of occasions, if the Tenant gets reasonable notice on each occasion (at least 24 hours)
 - ii. where a notice to vacate or a notice of intention to vacate has been given, a notice of entry may only be exercised within 14 days of the termination date for the purposes of showing the Premises to a prospective tenant.
 - iii. to erect signage for purposes connected with the sale or letting of the Premises.
 - iv. to enable the Landlord to carry out a duty under the *Residential Tenancies Act 1997*, the Tenancy Agreement or any other applicable Act.

25. Tenant's Acknowledgement

- a. In entering into this Agreement the Tenant has not relied on any representations, statements or warranties made or given by the Landlord or the Agent not contained in this Agreement or as otherwise set out in the schedule hereto and confirms the terms and Additional Terms (including Other Additional Terms) contained in this Agreement form the whole of the Agreement between the parties.
- b. No amendment, alteration or addition to this Agreement will be valid unless in writing and signed by the Tenant and the Landlord/Agent.

26. Privacy Statement

- a. The Landlord's Agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988*) and where required maintain a Privacy Policy.
- b. The Privacy Policy outlines how the Landlord's Agent collects and uses personal information provided by you as the Tenant, or obtained by other means, to provide the services required by you or on your behalf.
- c. You as the Tenant agree the Landlord's Agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
 - i. the Landlord as owner of the Premises to which this Tenancy Agreement applies; &/or
 - ii. (subject to the provisions of Part 10A of the *Residential Tenancies Act 1997*) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the lease and if applicable listing, in compliance with Section 439E of the *Residential Tenancies Act 1997*, tenancy agreement breaches; &/or
 - iii. tradespeople and similar contractors engaged by the Landlord/Landlord's Agent in order to facilitate the carrying out of work with respect to the Premises; &/or

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- iv. the Landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the Landlord/Landlord's Agent relating to the administration of the Premises and use of the Landlord's Agent's services; &/or
- v. Owners Corporations
- d. Without provision of certain information the Landlord's Agent may not be able to act effectively or at all in the administration of this Agreement.
- e. The Tenant has the right to access such personal information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- f. The Landlord's Agent will provide (where applicable), on request, a copy of its Privacy Policy.

Special Conditions

- 27. It is the policy of this office that all rent payments are paid through Deft Payment System. Under the Residential Tenancies Act 1997 tenants are required to have the rent paid into our rent trust account in full, by the due date and must always be in advance. Should you have any difficulties in paying the rent you must notify us as soon as possible so that we can be of assistance to you in resolving the problem. No part payments will be accepted without written consent from the Landlord.
- 28. Tenant agrees that all rental payments are to be one calendar month in advance of the due date.
- 29. The Tenant acknowledges that should the rent be fourteen (14) clear days in arrears, a Notice to Vacate in accordance with the Act will be served.
- 30. The Tenant acknowledges that it is his/her responsibility to return the Condition Report, duly signed within the required period and further acknowledges that failure to return the same (should there be any dispute), the original shall serve as evidence as to the condition of the property without exception.
- 31. The Tenant acknowledges that if breaking the Lease Agreement, they are responsible for payment of rent until the expiration of the Lease or another suitable Tenant is found, whichever the sooner is. Wherein a pro rata fee of 5% plus GST of the annual rent and all advertising costs are to be paid to the Agent by the Tenant. Tenant will also be charged \$13.98 per National Tenancy Database Check for each new Tenants & \$30.00 for Condition Report photos. The Tenant will also allow the agent minimum two (2) clear business day between tenancies, the rent for this period is payable by the Tenant. Advertising will only commence on a property once all the advertising charges have been paid in full.
- 32. The Tenant agrees to allow one (1) inspection every six (6) months by the Landlord or his/her Agent. The Tenant acknowledges that the first inspection will take place after the 3rd month.
- 33. The Tenant agrees to report any maintenance problems immediately to the Landlord/Agent. For all urgent repairs please call our office directly on 9908 3344. For non-urgent repairs all requests must be submitted in writing to your Agent.
- 34. The Tenant agrees to have the carpets professionally cleaned throughout the property upon them vacating, by a reputable company and will provide a copy of the receipt to the Agent.
- 35. The Tenant agrees that all Council Bins are to remain at the property and left in a clean condition.
- 36. The Tenant agrees that no motor vehicles, trailers, or caravans shall be parked on the lawn at any times.
- 37. The Tenant understands that if their rental payments are dishonored, they will be charged a \$15.00 bank fee.
- 38. The Tenant agrees to provide the Agent with a copy of keys for any lock which may have been changed (after written consent from the Agent).
- 39. The Tenant acknowledges it is their responsibility to notify all necessary authorities of their details i.e. Water, Electricity, Gas, Telephone companies.
- 40. The Landlord has granted permission for only the Tenant/s that have filled in the appropriate application forms to reside at the premises. Should a new Tenant wish to reside at the premises an application form must be completed and permission received from the Landlord prior to moving in. Any adult residing at the property for longer than two (2) weeks will be classified as a tenant and the above does apply unless written consent has been received from the Agent/Landlord. An administration charge of \$120 plus GST will be charged to the Tenant upon approval of the application.

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41. The Tenant understands and acknowledges that they are NOT permitted to smoke inside the premises. All smoking is to be done outside the property and cigarette butts to be disposed of properly (not thrown on the ground). If the Tenant or their invitees is found to be smoking inside the premises, any damage to the paint, carpets or window furnishings will need to be rectified in full at the Agent's discretion. This may include, but is not limited to: repainting of walls, professional cleaning and deodorisation of carpets and window furnishings.
42. The Tenant acknowledges it is their responsibility to maintain the gardens at the same standard as when they occupied the premises, should this not be adhered to, the Landlord reserves the right to employ the services of a professional gardener and charge the Tenant this expense.
43. The Tenant agrees that all rent must be deposited into our rent trust account on the agreed date of every month as per the lease schedule ad all payments must be the full month's rent as per the lease schedule.
44. After vacating the property, a report of you NTD listing can be supplied to the Tenant upon request at a fee of \$25 plus GST, to be paid in full prior to the report being received.
45. The Tenant acknowledges and agrees that they will not do nor allow anyone to inflate, install or have any portable pools/spas at the rented property.
46. The Tenant acknowledges that if a tradesperson attends to maintenance at the property and it is found to be user error ie no fault of the appliance, the Tenant will be liable for the call out fee incurred to send the tradesperson to the property. The Tenant understands that the Tradesperson will then be provided with their contact details to directly invoice the Tenant.
47. The Tenant acknowledges that the nbn modem and connections must stay at the property. The Tenant is responsible for making sure the modem, black power cord and white cable are looked after and left at the property upon vacating. NBN suppliers will not supply an extra modem or connections so the Tenant acknowledges that they will be charged for a replacement modem and/or connections if they are lost or damaged.
48. The Tenant acknowledges the rain water tank holds 10,000 litres of water. If tank becomes empty, the Tenant is liable to re-fill the water tank.

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Schedule of Items


Item 1: Date of Agreement: 16/04/2020
Item 2: Landlord Name: Derailleurs Pty Ltd
ABN/ACN: 612258938
Address: C/O Schroeder & Wallis
Item 3: Agent: Global Property Enterprises Pty Ltd ATF
Schroeder and Wallis FTG Property Mgt
Unit Trust ABN: 87 597 210 824
ACN: 162 524 423
48/1470 Ferntree Gully Road
Knoxfield VIC 3180
PH: 9908 3344 Fax: 9908 3349
Item 4: Tenant Name: Carole Pitt
Item 5: Premises: 127A Belgrave Gembrook Road, SELBY,
VIC, 3159
Item 6: Rental: \$1868.00 due on the 17th of each month.
Item 7: Rent Payments to: Via DEFT to Schroeder & Wallis
Item 8: Bond: \$1868.00
Item 9: Urgent Repairs: Please call our office on 9908 3344 for any
urgent repairs or refer to page 18 of your
Renting a Home Guide.

Fixed Term Agreement

Item 10: Term: 14 Months
Item 11: Commencement: 17/04/2020
Item 12: Termination: 16/06/2021
Item 13: Signatures:

Signed by the Landlord/s:

Date Landlords signed:

Signed by the Tenant/s: 

Date Tenants signed: 

The Tenant/s confirm/s that two copies of the Condition Report has been handed to them and that they agree to a Renting a Home Guide to be emailed to them at the tenant/s below email address:

Signed by the Tenant/s: 

Email Address: 

