

DATED

2018

SARA FASHIONS PTY LTD ACN 005 137 253

to

CONTRACT OF SALE OF REAL ESTATE INCORPORATING VENDOR STATEMENT

Property: Shops 1A and 1B/236-242 Lonsdale Street, Dandenong 3175

KATZ SILVER LAWYERS PTY LTD

Lawyers

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Ref: JA:CS:170402

Contract of Sale of Real Estate

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

Property address **Shops 1A and 1B/236-242 Lonsdale Street, Dandenong 3175**

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received -

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on...../...../2018

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on...../...../2018

Print name(s) of person(s) signing: Serge Saubern

State nature of authority, if applicable: Director

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Particulars of sale

Vendor's estate agent

Richardson French
Level 1/29 Princes Highway, Dandenong, VIC 3175

Email:

Tel: 03 9791 3868

Mob:

Fax: 03 9791 3858

Ref:

Vendor

SARA FASHIONS PTY LTD ACN 005 137 253

Vendor's legal practitioner or conveyancer

Katz Silver Lawyers Pty Ltd
Suite 1, 71 Kooyong Road, North Caulfield Vic 3161
PO Box 2462, Caulfield Junction Vic 3161
DX: 37058 Caulfield Junction

Email: clare@katzsilver.com.au

Tel: (03) 8508 8300

Mob:

Fax: (03) 8508 8399

Ref: JA:CS:170402

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	9618	Folio	316	1	SP022098D
Volume		Folio			

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **Shops 1A and 1B/236-242 Lonsdale Street, Dandenong 3175**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixtures and fittings, including all fixed floor coverings, light fittings and window furnishings not the property of the Tenant

Payment (general condition 11)

Price \$

Deposit \$ payable on the signing hereof

Balance \$ payable at settlement

GST (general condition 13)

The price includes GST (if any) unless the words 'plus GST' appear in this box

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words 'farming business' or 'going concern' in this box

Going concern

If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box

Settlement (general condition 10)

is due on the day of 2018.

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

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

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition 1.1.

Subject to lease

If 'subject to lease' then particulars of the lease are :

(*only complete the one that applies. Check tenancy agreement/lease before completing details)

See copy Lease and Renewal of Lease attached to the Vendor Statement.

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words 'terms contract' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

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

Lender:

Loan amount

Approval date:

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

Special conditions

Special Conditions

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered;
 - the parties initial each page containing special conditions;
 - a line is drawn through any blank space remaining on this page; and
 - attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)
-

1A Acceptance of title

General condition 12.4 is added:

Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

1B Foreign resident capital gains withholding

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 1B.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 1B.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition;
- despite
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2. Electronic Conveyancing

Settlement and lodgement will not be conducted electronically whether in accordance with the Electronic Conveyancing National Law or otherwise.

3. Director's Guarantee

In the event that the Purchaser/s is a Corporation incorporated under the Corporations Law then on the signing hereof, at least one of the Directors of such Corporation shall, and if more than one, jointly and severally execute the attached Guarantee for the due performance of the terms and conditions of this Contract of Sale, the terms and conditions of such Guarantee to be approved by the Vendor.

4. No Verbal Warranties or External Terms

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting the sale other than those embodied herein and the Purchaser/s shall not be entitled to rely on any representations made by the Vendor or his agents except such as are made conditions of this Contract.

5. Condition of Property

- 5.1 The Purchaser/s accept/s the improvements on the land in their condition as at the day hereof and acknowledge/s that the Vendors do not warrant that any building, structure, fixture or other improvement is free from defect or is fit for any particular use.
- 5.2 The Vendors make no representations that the improvements on the land or any alterations, extensions or additions to the property comply with the Victoria Building Regulations, the requirements, statutory or otherwise, of the Local Municipal Council or any other Statutory Authority. The Purchaser agrees not to make any requisitions or claim any compensation for any alleged non-compliance or call upon the Vendors to comply with any building requirements or to bear all or any part of the costs of compliance. Any alleged non-compliance or defect shall not constitute a defect in title nor shall it invalidate this contract.

6. Stamp Duty: Purchasers buying Unequal Interests

- 6.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- 6.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 6.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 6.4 This Special Condition will not merge on completion.

7. FIRB Approval

- 7.1 The Purchaser warrants to the Vendor:
 - (a) The approval of the Treasurer (or his delegates) is not required to the acquisition of the Property under the Foreign Acquisitions and Takeovers Act 1975 ("the Act"); or
 - (a) If the approval of the Treasurer is required to the acquisition of the Property under the FIRB Act, either the Treasurer has provided written advice or declaration or certificate, with or without conditions, that there are no objections under Australia's foreign investment policy to the proposed acquisition by the Purchaser of the Property.
- 7.2 In the event of there being a breach of this warranty, whether intentional or not, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, expense, penalty, fine or legal costs which maybe incurred by the Vendor as a consequence of a breach of warranty.
- 7.3 This warranty and indemnity shall not merge on the completion of this Contract.

8. Damages on Failure to Settle

The purchaser agrees that should they be in default, in addition to the applicable penalty interest, he will pay the vendors reasonable and foreseeable costs including:

- 8.1 Legal costs and expenses as between the vendor and the vendor's lawyers or conveyancers;
- 8.2 Penalties payable by the vendor to a third party by reason of any delay in completion of a vendor's purchase matter, being a "back-to-back" or financially interrelated settlement; and
- 8.3 Any other costs suffered by the vendor resulting from the purchaser's default.

9. Auction Rules

The property is offered for sale by auction subject to the Vendor's reserve price. The rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005, or any rules prescribed by regulation which modify or

replace those Rules.

General Conditions

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

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives --
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that -
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if -
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11

- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay -
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force).
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests than any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

later date allowed by the vendor; and

- (d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

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

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by –

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:

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

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

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

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

SCHEDULE

Vendor: _____ of _____

Purchaser: _____ of _____

Guarantor: _____ of _____

IN WITNESS WHEREOF the said Guarantors have set their hands and seals
this _____ day of _____ 2018.

SIGNED SEALED AND DELIVERED by)
the said Guarantor)
in Victoria in the presence of:)

Vendor Statement

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

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

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

Land	Shops 1A and 1B/236-242 Lonsdale Street, Dandenong 3175	
Vendor's name	Sara Fashions Pty Ltd ACN 005 137 253	Date / /
Vendor's signature	Director/Secretary	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

None to the Vendor's knowledge.

BUT NOTE: The Vendor has no means of knowing of all decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

Take note that at the date of settlement some or all of the services may be disconnected and the Purchaser may be liable to pay any reconnection fee charged by the Authority.

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

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

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

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

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

Page 1 of 1

VOLUME 09618 FOLIO 316

Security no : 124069868636J

Produced 11/01/2018 03:01 pm

LAND DESCRIPTION

Unit 1 on Strata Plan 022098D and an undivided share in the common property for the time being described on the plan.

PARENT TITLE Volume 06245 Folio 994

Created by instrument SP022098D 03/07/1985

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

SARA FASHIONS PTY LTD of UNIT 2 227 DANDENONG ROAD WINDSOR VIC 3181

AF365761V 27/09/2007

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE SP022098D 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: "DANDENONG ARCADE" UNIT 1A-1B 236-242 LONSDALE STREET DANDENONG VIC 3175

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP022098D

DOCUMENT END



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. SP022098D

The land in SP022098D is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Units 1 - 21.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
SUITE 1 94 HIGH STREET BERWICK VIC 3806
AF653187W 20/02/2008

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Unit 1	115	115
Unit 2	40	40
Unit 3	31	31
Unit 4	54	54
Unit 5	45	45
Unit 6	58	58
Unit 7	28	28
Unit 8	64	64



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 11/01/2018 03:02:57 PM

OWNERS CORPORATION
PLAN NO. SP022098D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Unit 9	82	82
Unit 10	95	95
Unit 11	44	44
Unit 12	68	68
Unit 13	37	37
Unit 14	37	37
Unit 15	75	75
Unit 16	97	97
Unit 17	32	32
Unit 18	104	104
Unit 19	92	92
Unit 20	28	28
Unit 21	9	9
Total	1235.00	1235.00

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

Statement End.

ANNEXED SHEET MARKED "A" HAS BEEN
ADDED TO THIS PLAN PURSUANT TO SECTION
45A OF ACT 7651.

ASSISTANT REGISTRAR OF TITLES

S.P. 22098

22098
22098D

Chart 5.

PLAN OF STRATA SUBDIVISION

THE PARCEL - The whole of the land described in Certificate of Title
Volume 6245 Folio 994 being part of
Crown ALLOTMENTS 1 AND 2 SECTION 15 TOWNSHIP OF DANDENONG
PARISH OF DANDENONG County of BOURKE
POSTAL ADDRESS OF BUILDINGS -
296 LONSDALE STREET, DANDENONG


REGISTERED

TIME 0800

DATE 3-7-85



FOR CURRENT ADDRESS FOR SERVICE OF NOTICE
SEE BODY CORPORATE SEARCH REPORT

The land shown hatched thus  is encumbered
by an easement in favour of the Dandenong-Springvale Water Board
Part of units 3, 4, 10, 11, 12, 13, 14 & 15 and
part of the common property is affected by the
above encumbrance.

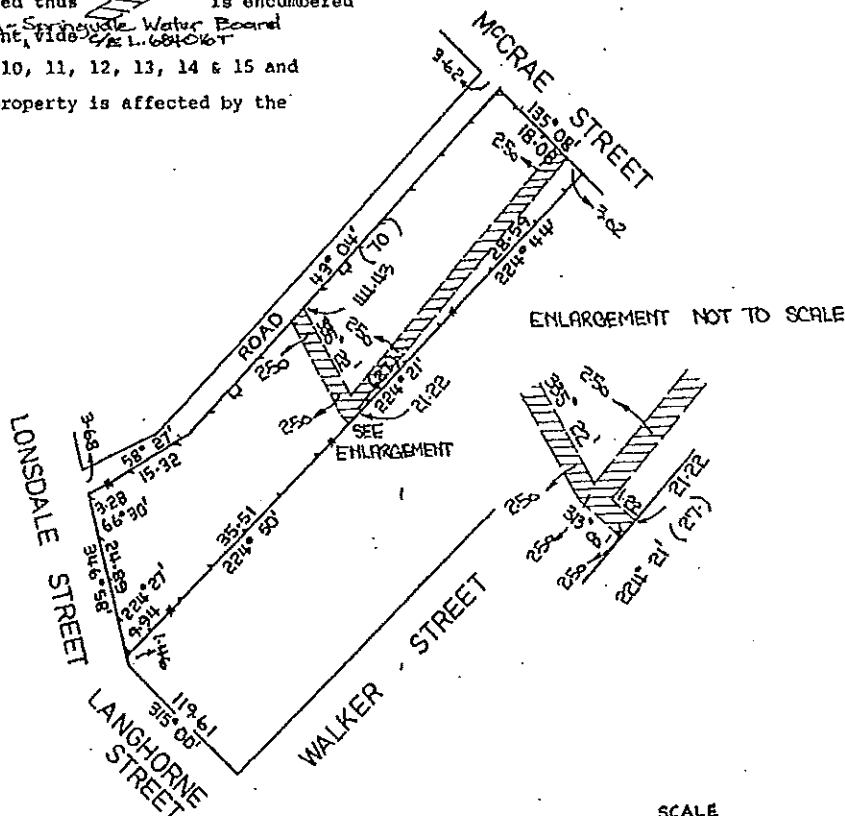


Diagram showing the external boundaries of the site and the location in
relation thereto at ground level of all buildings in the parcel.

16 8 0 SCALE 16 32
LENGTHS ARE IN METRES

SURVEYOR'S CERTIFICATE

I, KEVIN J. BARGE OF 2 CLAREMONT STREET SOUTH YARRA
a surveyor licensed under the Land Surveyors Act 1958 certify that
this plan and any measurements on which it is based have been made
by me or under my personal direction and supervision; that the standard
of accuracy of any measurements made to determine the external
boundaries of the site complies with the requirements of and under the
Land Surveyors Act 1958; that the plan accurately represents as at

the 28th day of NOVEMBER 1984
in the manner required by or under the Strata Titles Act 1967 and by
or under the Land Surveyors Act 1958; and within the limitations of
the scale used and the standard of accuracy required, the boundaries of
the units and the location at ground level of all buildings in the parcel
in relation to the external boundaries of the site; and that all units are
within the parcel.

Signature *Kevin J. Barge* Date 6/12/84

SEAL OF MUNICIPALITY AND ENDORSEMENT

Sealed pursuant to Section 6 (i), Strata Title Act

The Council to the City of Dandenong herewith approves of this
plan of Strata Subdivision or Redevelopment pursuant to sub-section
(1) Section 8 of the Strata Titles Act No. 7651.
Signed this Thirtieth day of May
and sealed in the presence of

1985

Mayor

Councillor

Town Clerk

Kevin J. Barge
Licensed Surveyor
SHEET 1 OF 3 SHEETS

SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

LEGEND.

1. THE BUILDING IN THE PARCEL A PART OF WHICH IS CONTAINED IN EACH OF UNITS 1 TO 21 (BOTH INCLUSIVE) IS A PART SINGLE, PART TWO STOREY BUILDING. THE RELEVANT STOREY OF THAT PART OF THE BUILDING CONTAINED IN EACH OF THESE UNITS IS SHOWN IN THE TABLE HEREUNDER.

TABLE.

<u>UNITS</u>	<u>RELEVANT STOREY</u>
--------------	------------------------

1 TO 21 (BOTH INCLUSIVE)	GROUND STOREY.
--------------------------	----------------

20	TOPMOST STOREY.
----	-----------------

2. THE LOWER BOUNDARY OF EACH OF UNITS 1 TO 21 (BOTH INCLUSIVE) LIES WITHIN THE FLOOR OF THAT PART OF THE GROUND STOREY WHICH IS WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE RELEVANT UNIT AS SHOWN IN THE APPROPRIATE DIAGRAM ON SHEET 3 HEREOF EXCEPT AS TO THAT PART OF UNIT 20 SHOWN THUS //// WHERE THE LOWER BOUNDARY LIES WITHIN THE FLOOR OF THAT PART OF THE TOPMOST STOREY, WHICH IS WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE UNIT.

3. THE UPPER BOUNDARY OF EACH OF UNITS 1 TO 19 (BOTH INCLUSIVE) AND 21 LIES WITHIN THE CEILING OF THAT PART OF THE GROUND STOREY WHICH IS WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE RELEVANT UNIT. THE UPPER BOUNDARY OF UNIT 20 LIES WITHIN THE CEILING OF THAT PART OF THE TOPMOST STOREY WHICH IS WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE UNIT.

4. NO UNIT ON THIS PLAN IS AN ACCESSORY UNIT.

5. THE COMMON PROPERTY IS ALL THE LAND IN THE PARCEL EXCEPT THE LAND CONTAINED IN UNITS 1 TO 21 (BOTH INCLUSIVE).

Kenneth J. Barge
LICENSED SURVEYOR
SHEET 2 OF 3 SHEETS

S.P. 22098

DIAGRAM 1
GROUND STOREY (PART).

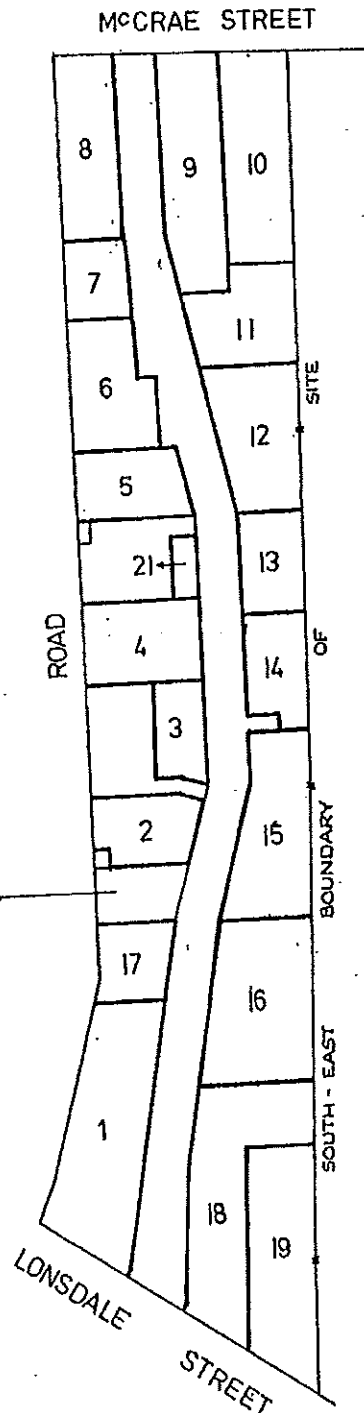


DIAGRAM 2
GROUND STOREY(PART)
& TOPMOST STOREY.



SEE
DIAGRAM 2

SCALE
8 4 0 8 16
LENGTHS ARE IN METRES

Kevin J. Barge
Licensed Surveyor
SHEET 3 OF 3 SHEETS

THIS IS THE ANNEXED SHEET MARKED "A"-----
REFERRED TO IN S.P. 22098---

Litbaer
ASSISTANT REGISTRAR OF TITLES

ENDORSEMENT

ENTERED

THE ADDRESS OF THE BODY CORPORATE FOR SERVICE OF
DOCUMENTS HAS BEEN ALTERED TO:- P.O. BOX 1175,
ST. KILDA SOUTH. 3182. VIDE INST. No. N.633379R

AT 8.10 AM
ON 1.9.88

Litbaer
Assistant Registrar of Titles

THE ADDRESS OF THE BODY CORPORATE FOR SERVICE OF
DOCUMENTS HAS BEEN ALTERED TO:-

AT 2.00
ON 18/3/98

P.O. BOX 379 BERWICK 3806
VIDE INSTRUMENT N° V 251523B

C. Pedman
Assistant Registrar of Titles

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

489950

APPLICANT'S NAME & ADDRESS

KATZ SILVER C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

SARA FASHIONS PTY LTD

PURCHASER

N/A, N/A

REFERENCE

4500

This certificate is issued for:

LOT 1 PLAN SP22098, LOT CM PLAN SP22098 ALSO KNOWN AS 1A - 1B/236 - 242 LONSDALE STREET
DANDENONG
GREATER DANDENONG CITY

The land is covered by the:

GREATER DANDENONG PLANNING SCHEME

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

The land:

- is included in a COMPREHENSIVE DEVELOPMENT ZONE SCHEDULE 2
- is within a SPECIAL BUILDING OVERLAY
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2
- and abuts a ROAD ZONE CATEGORY 1

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
(<http://vhd.heritage.vic.gov.au/>)

11 January 2018

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.

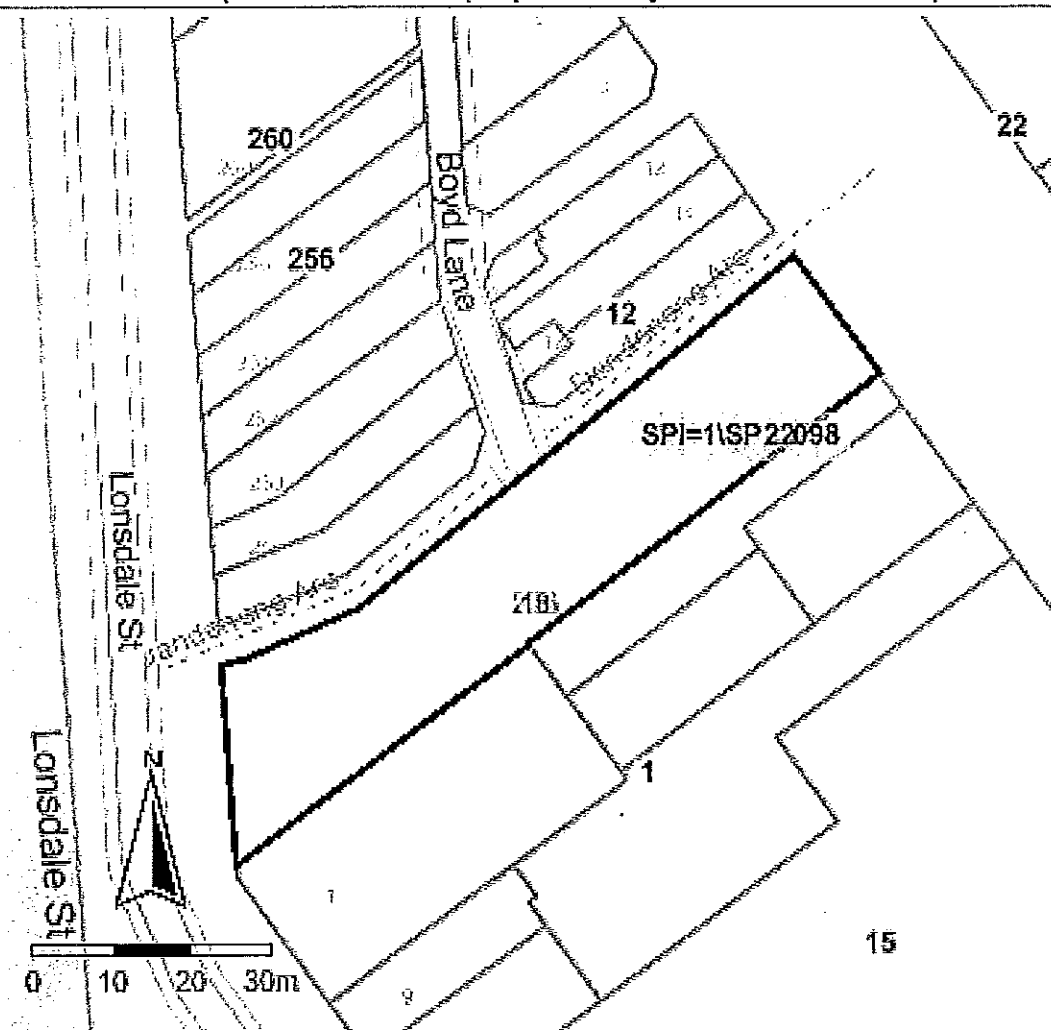
LANDATA@
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

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) 9194 0606 or email landata.enquiries@delwp.vic.gov.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.

Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 11 January 2018 03:38 PM

Lot and Plan Number: Lot 1 SP22098

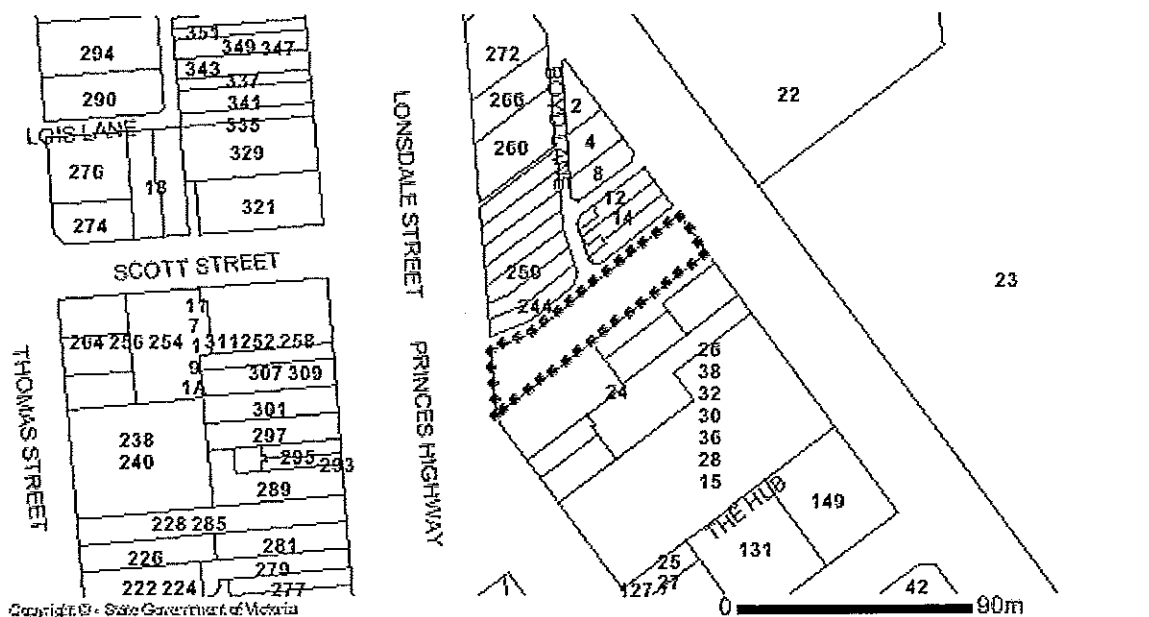
Address: UNIT 1A-1B/236-242 LONSDALE STREET DANDENONG 3175

Local Government (Council): GREATER DANDENONG Council Property Number: 311845

Directory Reference: Melway 91A E6

This parcel is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

- Bushfire Prone Area
- Selected Land
- Railway
- Tram
- River, stream
- Lake, waterbody

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016, 18 October 2016, 2 June 2017 and 6 November 2017.

The Building Interim Regulations 2017 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> or at the relevant local council.

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

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

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit [Planning Schemes Online](http://www.planning.vic.gov.au)

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

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Disclaimer: This content is based on information provided by local government and other sources and is provided for information purposes only. The Victorian Government makes no claim as to the accuracy or authenticity of the content and does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32(2)(dc) of the Sale of Land 1962 (Vic).

LAND INFORMATION CERTIFICATE

Section 229 and 243 of the Local Government Act 1989
and Local Government (General) Regulations 2004

This Certificate provides information regarding valuation, rates, charges, other monies and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or any local law or by-law of the Council, and specified flood level by Council (if any) is provided in "good faith". This Certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or other relevant authority. A fee may be charged for such information.

Issue Date: 12 January 2018

Certificate No: e1954/2018

Your Reference: 4500

Agents Reference: 27226217-014-6

Property No.: 311845

Applicant:

Department Of Environment Land
Water & Planning - Landata
Delwp Accounts Payable
Locked Bag 32017
COLLINS STREET EAST VIC 8003



Property Address: Dandenong Arcade 1A-1B/236-242 Lonsdale Street DANDENONG
VIC 3175

Property Description: Lot 1 SP 22098 Vol 9618 Fol 316

Site Value: \$ 352,000 Capital Improved Value: \$ 780,000 Net Annual Value: \$ 42,000

Level of Value Date: 1/01/2016

Effective Date of Valuation : 1/07/2016

Rates are levied on the Capital Improved Value.

RATES, CHARGES AND OTHER MONIES

For Year Ending 30th June, 2018

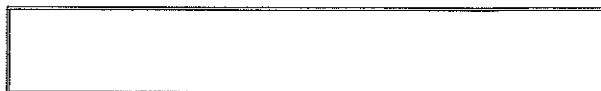
Details of Rates, Charges, Outstanding Notices and Works for which a charge has been made:

	Arrears	Current
Rate		3003.50
Fire Service Levy		995.20
TOTAL CHARGES		\$3998.70
Payment/Adjustments		-1998.70
BALANCE DUE		\$2000.00

In accordance with Section 175 (1) Local Government Act 1989, the purchaser must pay at settlement any rates or charges (including interest) which are due and payable:

- Full Payment Due By : Next Instalment Due Date
- Instalments Due By : 30/09/2017; 30/11/2017; 28/02/2018; 31/05/2018.

PLEASE NOTE: 3rd instalment \$1,000.00 is due on or before 28 Feb 2018 in order to avoid penalty interest.



LAND INFORMATION CERTIFICATE (Cont.)

Property Address: **Dandenong Arcade 1A-1B/236-242 Lonsdale Street DANDENONG VIC 3175**

Property No.: **311845**

Certificate No.: **e1954/2018**

OTHER DETAILS: (Notices, Orders, Outstanding or Potential Liability/Subdivisional Requirements).

- A.** Potential liability for rates under the Cultural and Recreational Lands Act 1963.
Not Applicable
- B.** Potential liability for property to become rateable under Section 173 or 174A of the Local Government Act 1989.
Not Applicable
- C.** Outstanding monies required to be paid under Section 18 of the Subdivision Act 1988 of the Local Government Act 1958.
Not Applicable
- D.** Monies owed under Section 227 of the Local Government Act 1989, or any local law or by-law.
Not Applicable
- E.** Flood Levels specified by Council:
Applicable - For specified flood levels, please contact Council's Building Department on (03) 8571 1515
- F.** Other Information:
Applicable - This Property lies within the Revitalising Central Dandenong Declared Project Area and an Infrastructure Recovery Charge may be levied for any development (building works or subdivisions). See Revitalising Central Dandenong website <http://www.places.vic.gov.au/precincts-and-development/revitalising-central-dandenong> for more information or phone Urban Renewal Authority on 8317 3400.

Important Notes:


1. This certificate may be updated verbally within a period of 90 days from date of issue. It should be noted that Council will only be held responsible for information given in writing. (ie. A new certificate and not information provided or confirmed verbally.)
2. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates and charges is made. Interest on overdue moneys is updated at the end of each month.
3. Balances shown are subject to the clearance of cheques etc....

For further information, please contact Council's Property Revenue Section on ☎ (03) 8571 5133

It is acknowledged that Council has received the sum of Twenty Five Dollars & Ninety Cents (\$25.90) being the fee for this Certificate.

I hereby certify that as at the date of issue, the information given in the Certificate is a true and correct disclosure of the rates and other monies and interest payable to the "City of Greater Dandenong" together with any notices or orders referred to in this Certificate.

Authorised Officer



Ian Hales,
Property Revenue Administrator



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Katz Silver C/- InfoTrack
E-mail: certificates@landata.vic.gov.au

Statement for property:
SHOP 1A-1B LOT 1 236-242
LONSDALE STREET DANDENONG
3175

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
47H//09244/260	LANDATA CER 27226217-026-9	12 JAN 2018	30256438

1. Statement of Fees Imposed

Parks Victoria - Parks Service Charge	01/07/2017 to 30/06/2018	\$186.41
Melbourne Water Corporation Total Service Charges	01/01/2018 to 31/03/2018	\$68.23
Water Service Charge	01/01/2018 to 31/03/2018	\$30.27
Sewerage Service Charge	01/01/2018 to 31/03/2018	\$114.15
Subtotal Service Charges		\$399.06
Payments		\$186.41
TOTAL UNPAID BALANCE		\$212.65

The meter at the property was last read on 10/11/2017. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	\$1.90 per day
Sewage Disposal Charge	\$0.99 per day

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below):
<https://secureapp.southeastwater.com.au/PropertyConnect/#!/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

AUTHORISED OFFICER:


HAMISH REID
GENERAL MANAGER
CUSTOMER GROUP

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from South East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au. Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

The property has a trade waste fixture or apparatus connected to South East Water's sewer. Should the occupancy change, and the new occupier intends to discharge trade waste into South East Water's sewer, it will be necessary for the new occupier to negotiate a new agreement and this may require the new occupier to replace, install, upgrade or repair the trade waste apparatus at their cost. If at anytime, the sewer servicing the premise blocks and the cause of the blockage is found to be grease and fats, and it is determined that the is undersized, South East Water may require the occupier of the business to upgrade the apparatus. To reduce the likelihood of sewer blockages caused by fats, you must ensure that all grease generating fixtures (including bin wash areas and cleaners sinks) are connected to the treatment apparatus. If the trade waste discharge is to

AUTHORISED OFFICER:

HAMISH REID
GENERAL MANAGER
CUSTOMER GROUP

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

cease, the fixture apparatus must be disconnected from the sewer. For details of any outstanding trade waste matters or requirements or the negotiation of a new Trade Waste Agreement, telephone 9552 3662 quoting TW 3099

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain /open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL 23.71 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679-7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

HAMISH REID
GENERAL MANAGER
CUSTOMER GROUP

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



ASSET INFORMATION - SEWER & DRAINAGE

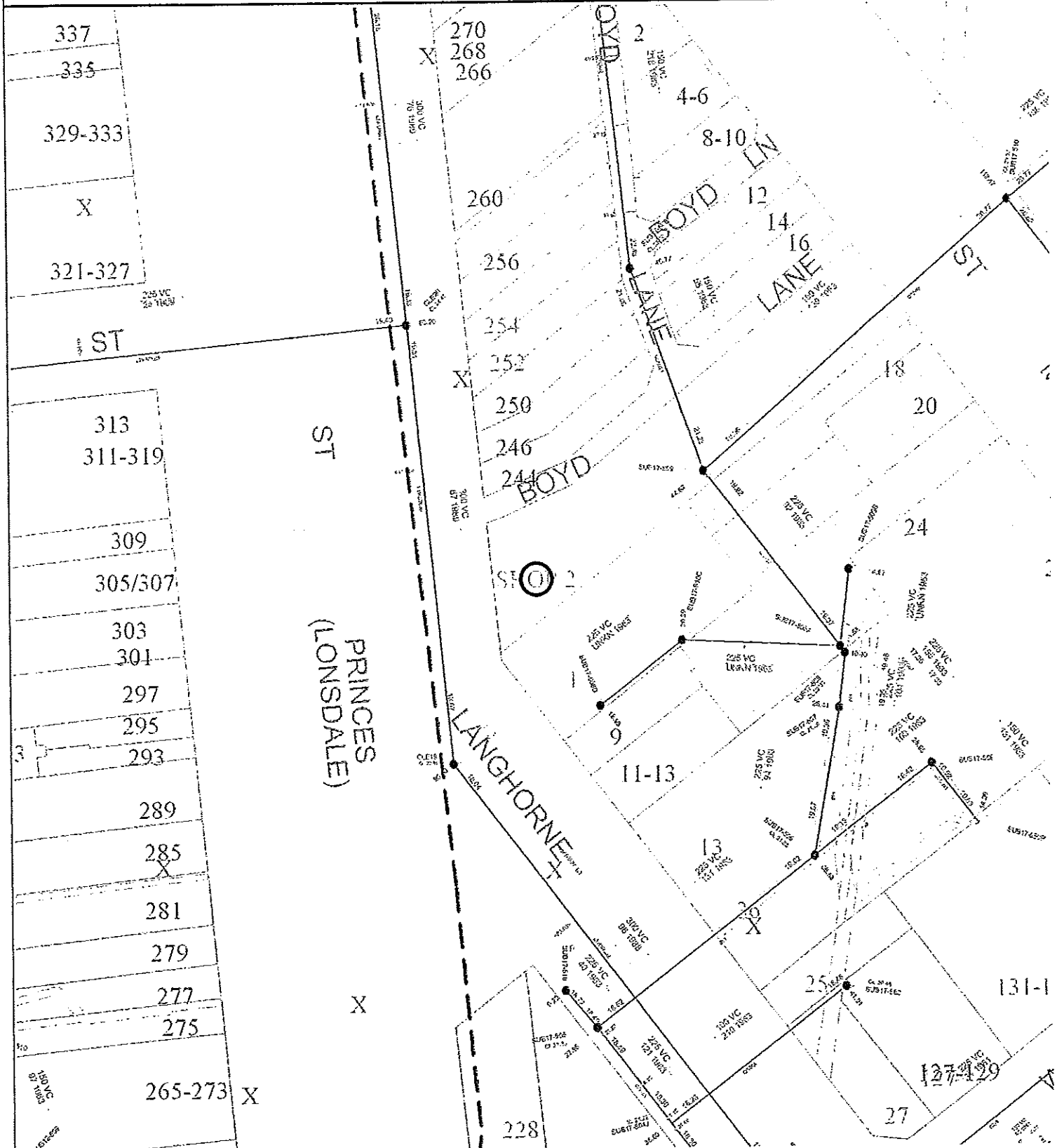
Property: Lot 1 SHOP 1A-1B 236-242 LONSDALE STREET DANDENONG 3175



Case Number: 30256438



Date: 12JANUARY2018



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

Title/Road Boundary	Subject Property	Maintenance Hole
Proposed Title/Road	Sewer Main	Inspection Shaft
Easement	Direction of Flow 225 VC 280 MOR	<1.0> Offset from Boundary

Melbourne Water Assets

Sewer Main

Underground Drain

Natural Waterway

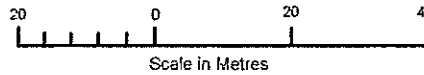


ASSET INFORMATION - WATER

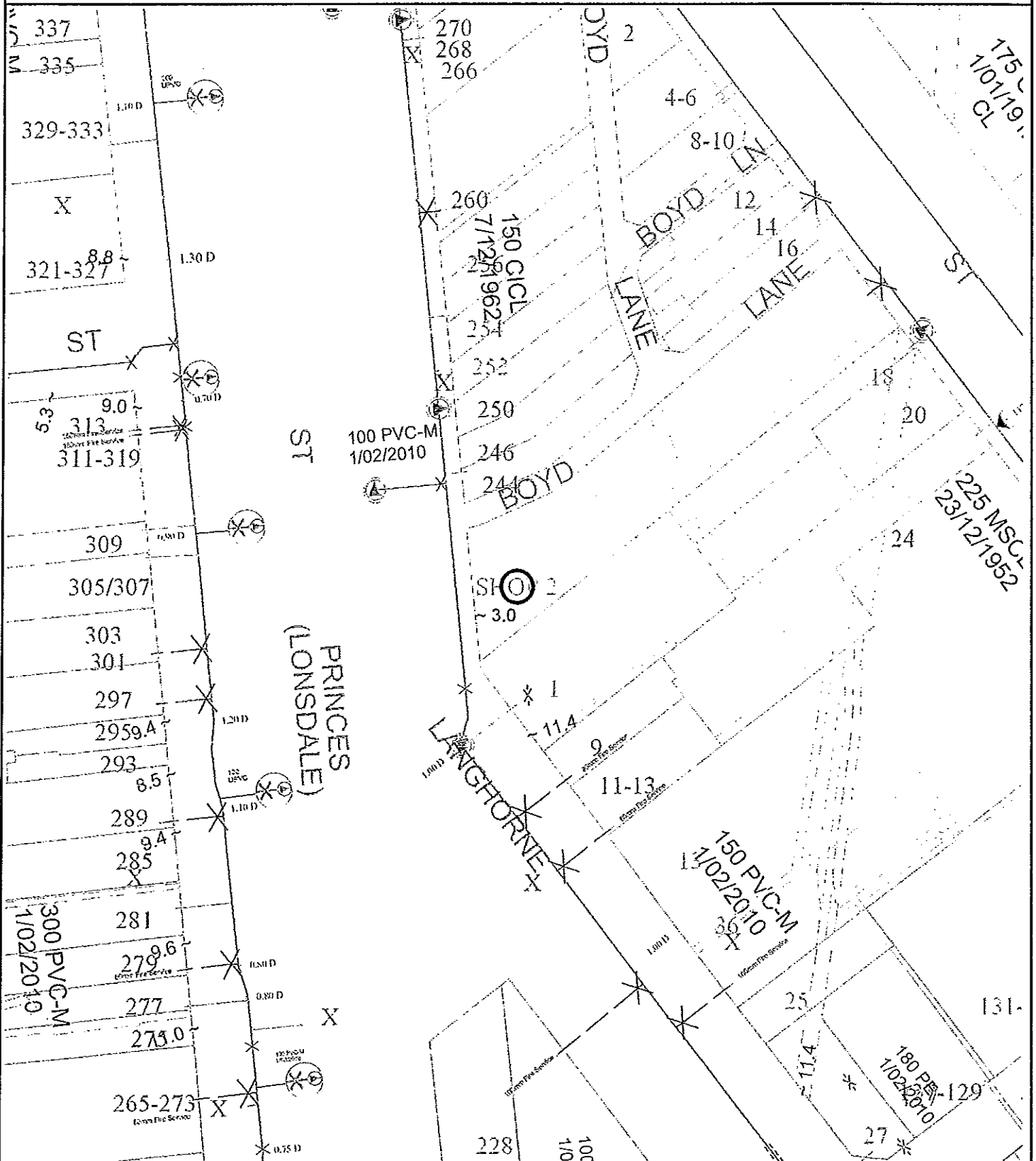


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LEGEND

Title/Road Boundary	Subject Property	Hydrant
Proposed Title/Road	Water Main Valve	Fireplug/Washout
Easement	Water Main	~ 1.0 Offset from Boundary



ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

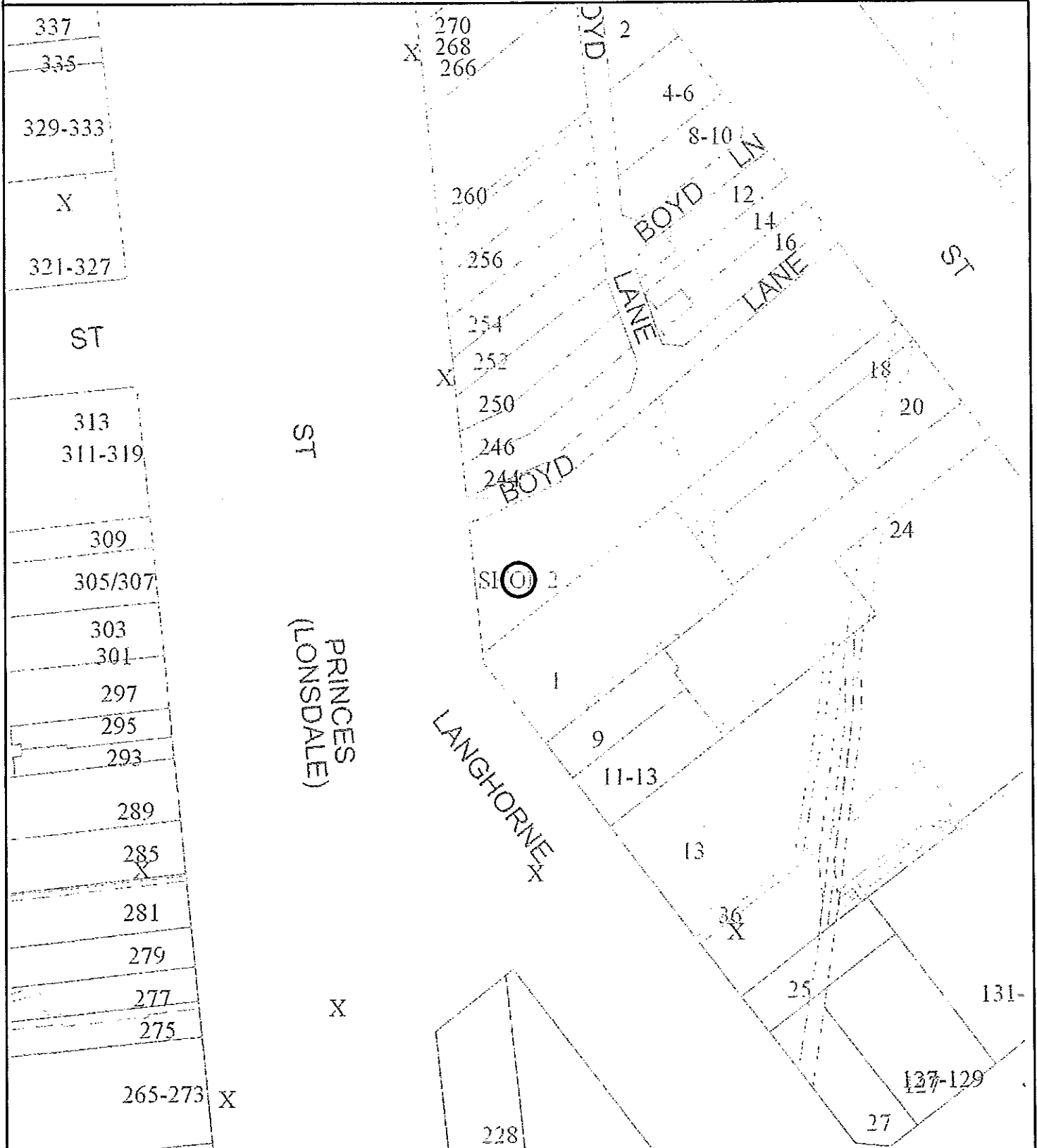
Property: Lot 1 SHOP 1A-1B 236-242 LONSDALE STREET DANDENONG 3175



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LEGEND

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Recycled Water Main Valve		Fireplug/Washout
	Easement		Recycled Water Main		Offset from Boundary

Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / KATZ SILVER

Your Reference: 170402
Certificate No: 18014489
Issue Date: 11 JAN 2018
Enquiries: ESYSPROD

Land Address: UNIT 1A-1B, DANDENONG ARCADE 236 -242 LONSDALE STREET DANDENONG VIC 3175

Land Id	Lot	Plan	Volume	Folio	Tax Payable
19441207	1	22098	9618	316	\$985.23

Vendor: SARA FASHIONS PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
SARA SAURBERN SUPERANNUATION	2018	\$352,000	\$985.23	\$0.00	\$985.23

Comments: - Land Tax will be payable but is not yet due - please see note 5 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. To request an update for this certificate go to: www.sro.vic.gov.au/certificates

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$780,000
--------------------	-----------

SITE VALUE:	\$352,000
-------------	-----------

AMOUNT PAYABLE:	\$985.23
-----------------	----------

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 18014489
Land ID: 19441207
Amount Payable: \$985.23

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

Notes to certificates under Section 105 of the *Land Tax Act 2005*

Certificate No: 18014489

1. Under Section 96 of the Land Tax Act 2005 (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
3. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
4. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
5. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
6. If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - a. the vendor, or
 - b. the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
7. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
8. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
9. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
10. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
11. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$479.00

Taxable Value = \$352,000

Calculated as \$275 plus (\$352,000 - \$250,000) multiplied by 0.200 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

Make cheque payable to State Revenue Office, Victoria marked 'Not Negotiable' and return with the remittance advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Owners Corporation No. 022098

Address: 236 Lonsdale Street

DANDENONG VIC 3175

Reference: 170402 Info Track

Vendor: Sara Fashions Pty Ltd

Purchaser: Unknown

This certificate is issued for Lot 1 on Plan No. 022098

The postal address of which is PO Box 379, Suite 1, 94 High Street Berwick VIC 3806

IMPORTANT: The information provided on this certificate is as of 12th January 2018.

1. The present fees for the above Lot are **\$12,222.20** per annum, (OC Year 04/17 to 03/18) paid Quarterly.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Amount
01/06/17	\$2,822.75
01/08/17	\$2,822.75
01/11/17	\$2,822.75
01/02/18	\$2,822.75
01/06/17	\$232.80
01/08/17	\$232.80
01/11/17	\$232.80
01/02/18	\$232.80
Total	\$12,222.20

2. The fees are paid up until 31/12/17. If settlement should occur on or after any due date a further contribution fee will be due and payable plus the top up fee if the budget increases at the AGM.

3. The total of any Unpaid fees now total \$0.00 (interest \$0.00).

The total of any Unpaid Special Levy fees total \$0.00 (interest \$0.00).

4. The following special fees or levies have been struck and are payable on the dates indicated below.

Due Date	Amount	Details	Due Amount

5. Repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are:

6. The Owners Corporation presently has the following insurance cover

Name of Insurer:	LLOYDS of London (Axis)
Policy No:	0023592BCC
Renewal Date:	01/08/2018
Type of Policy	Sum Insured
Building	\$8,125,000.00
Common Contents	-\$2.00
Fidelity Guarantee	\$100,000.00
Loss of Rent/ Temp Accom.	\$1,218,750.00
Office Bearers	\$1,000,000.00
Public Liability	\$20,000,000.00

7. The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.

8. The total funds held by the owners corporation as at 12th January 2018 are:

Admin fund: \$178,725.55 Sinking Fund: \$32,548.96 Total Funds held \$211,274.51.

9. The Owners Corporation liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above.

None to our knowledge

10. The Owners Corporation granted contracts, leases, licenses or agreements affecting the common property as follows:

None to our knowledge

11. The Owners Corporation agreement to provide services to members and occupiers for a fee as follows:

None to our knowledge

12. Notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

None to our knowledge

13. The Owners Corporation is party to proceedings and aware of notices or orders which may give rise to proceedings as follows:

None to our knowledge

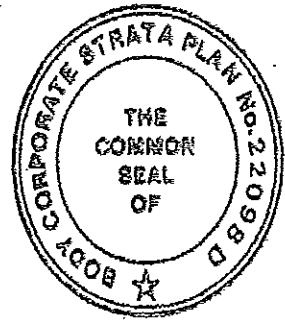
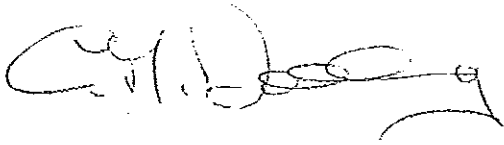
14. The Owners Corporation has resolved to appoint a manager.

15. No proposal has been made for the appointment of an administrator

16. Any other Information: None to our knowledge

The information provided on this certificate is as of 12th January 2018.

Signed and seal affixed on behalf the Owners Corporation



for Strata Management Victoria

A division of Dandenong Region Body Corporate Services (Aust) Pty. Ltd. BLA No 000037

PO Box 379, Suite 1, 94 High Street Berwick VIC 3806 (Phone: 9707 5330 Fax: 9796 1494)

In capacity as Owners Corporation Manager in accordance with section 20(1) and Section 21(2A) of the Owners Corporations Act 200

The following documents are attached:

- a. Copy of Minutes of the last AGM
- b. Copy of any Consolidated Rules
- c. Form 2 - *Statement of Advice and information for Prospective Purchasers and Lot Owners.*

Further information on prescribed matters can be viewed via the Owners Corporation Register by appointment at the office of Strata Management Victoria between the hours of 9.00 am to 4.00 pm

*The information provided within this certificate is correct to the best of our knowledge as at the date of issue
The information herein is subject to change without notice*

A verbal update may be provided on request within 30 days of issue (thereafter a new certificate must be sought in the prescribed manner)

NOTE; REGULATION 134 OF THE OWNERS CORPORATIONS ACT 2006 REQUIRES THAT AN OWNER AND SELLER IS REQUIRED TO ADVISE THE OWNERS CORPORATION OF THE NEW OWNERS NAME AND ADDRESS WITHIN ONE MONTH OF COMPLETION OF CONTRACT

Owners Corporation

Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

Minutes of Meeting
Owners Corporation 022098
236 Lonsdale Street, DANDENONG VIC 3175
Held at Scardarlia Cafe Dandenong Arcade 236 Lonsdale St Dandenong
On the 30-May-2107 3:30 PM

1. Attendance – Nil

Proxies: Sarah Fashions Pty Ltd (Lot 1) in favour of chairperson

As there was no quorum the meeting preceded under the provision of Section 78 of the Owners Corporation Act 2006. All decisions hereunder are interim decisions. These decisions become the decisions of the Owners Corporation if no petition under Section 78(4) is received within 29 days of the meeting.

2. Apologies – Nil

3. Chairperson - It was resolved that Caroline Doling chair the meeting.

4. Committee Report – Nil.

5. Management Report

- It was resolved to accept the Management Report as circulated.

6. Complaints Resolution Report – Nil

7. Minutes of Previous Meeting – The minutes of the Annual General Meeting held on

24th May 2016 were confirmed as a correct record.

8. Financial Statements - It was resolved to accept the statement of receipts and payments for the Owners Corporation year 01/04/16 to 31/03/17 as presented.

9. Valuation - It was resolved not to obtain a property replacement valuation prior to the 2016 renewal to ensure adequacy of insurance cover and that insurance be adjusted accordingly. Valuation undertaken in January 2013

10. Insurance - It was confirmed that the Owners Corporation would renew the insurance with the current insurer for the current amount as it was still the best quoted premium.

11. Maintenance Plan – Not required

It was resolved that where applicable (*) the Owners Corporation authorises the manager to engage a suitably qualified provider to have *common property* Essential Safety Measures audited in accordance with current legislation.

(Note Essential Safety Measures within the lot are the owners/tenants responsibility)

12. O H & S –

(a) It was resolved that the Owners Corporation acknowledges its responsibilities in relation to Occupational Health and Safety on the common property and the need to continually monitor the risks accordingly.

Essential Safety Measures –

(c) It was resolved that where applicable (·) the Owners Corporation authorises the manager to engage a suitably qualified provider to have **common property** Essential Safety Measures audited in accordance with current legislation.

(Note Essential Safety Measures within the lot are the owners/tenants responsibility)

Flamable Chemicals

(d) That lots be allowed to store and use within the lot flammable chemical, liquid or gas or other flammable material required by the occupant of that lot to carry out the business of that lot, subject to them being used and stored in the appropriate manner, and to the relevant regulations (including hazchem requirements).

13. Proposed Budget –

(a) That the proposed Administration Budget for 1/04/2017-31/3/2018 as presented be accepted and that the unit fees be determined in accordance with Division 1 (23) of the Owners Corporation Act 2006.

(b) That the proposed Sinking Fund Budget for 1/4/2017-31/3/2018 as present be accepted in accordance with Division 1 (23) of the Owners Corporation Act 2006.

14. Penalty Interest –

It was resolved that in accordance with Part 3, 29 of the Owners Corporation Act 2006 the Owners Corporation charge interest (at the maximum rate as set by the Penalty Interest Rates Act 1983) on any amount payable by a lot owner to the Owners Corporation that is still outstanding after the due date for payment. It was reiterated by the manager that interest on accounts which have been received late would be removed on receipt of a phone call from the owner

15. Debt Collection–

It was resolved that the Owners Corporation recover outstanding Owners Corporation fees and charges by action in a Court of competent jurisdiction, including but not limited to, the Magistrates' Court and VCAT; and the Owners Corporation also resolves that the Owners Corporation may recover as a debt due from the person, persons or company in default or breach, all costs, charges and expenses incurred by the Owners Corporation (not including the personal time cost of any person acting in an honorary capacity, including the Chairman or a committee member of the Owners Corporation) arising out of any default or breach by any lot owner or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporation Regulations 2007.

16. Common Seal –

It was resolved that the common seal of the Owners Corporation be kept by the Owners Corporation Manager and may be used only on a document as authorised by the Owners Corporation Act or by resolution of the Owners Corporation.

Delegation

17. That the committee has all the powers and functions that may be delegated by the Owners Corporation under section 11. Note: *Powers and functions that require a unanimous resolution or a special resolution of the Owners Corporation cannot be delegated under Section 11 of the Owners Corporation Act, 2006.*

18 Committee –

It was resolved not to elect a Committee for the Owners Corporation as per Reg 100.

Chairperson –

It was resolved to elect Milenka Kupresak as the Chairperson as per Reg.98.

19. Disputes Resolution –

It was resolved that the Owners Corporation adopt the Dispute Resolution Procedure as described in the Model Rules for an Owners Corporation as per the Owners Corporation Regulations 2007 and that the Committee act as the grievance committee.

20. Management Agreement

That DR Strata Management be re-affirmed as the Owners Corporation Manager for a further 1 year period

21. General Business

Meeting closed at 3.45pm

Next Annual General Meeting

Provisional date for next meeting will be 29th May, 2018 same time and venue.

Rules of Owners Corporation

Part 8 of Owners Corporations Act 2006

This document provides an extracts from the Owners Corporations Act 2006 relating to Owners Corporation Rules and a copy of the "Model Rules for an Owners Corporation" (*Owners Corporations Regulations 2007*) including dispute resolution procedure.

The model rules and dispute resolution procedure apply to all owners corporations that do not have **registered** rules or dispute resolutions procedures in place, these rules and procedure also apply where a owners corporation does not have registered rule that apply to that matter.

138. Power to make rules

- (1) By special resolution, an owners corporation may make rules for or with respect to any matter set out in Schedule 1.
- (2) By special resolution, an owners corporation may amend or revoke any rules made under subsection (1).
- (3) A rule must be for the purpose of the control, management, administration, use or enjoyment of the common property or of a lot.

139. Model rules

- (1) The regulations may prescribe model rules in relation to any matter in respect of which rules can be made.
- (2) *If the owners corporation does not make any rules or revokes all of its rules, then the model rules apply to it.*
- (3) *If the model rules provide for a matter and the rules of the owners corporation do not provide for that matter, the model rules relating to that matter are deemed to be included in the rules of the owners corporation.*

141. Who is bound by the rules?

The rules of an owners corporation are binding on—

- (a) the owners corporation;
- (b) the lot owners;
- (c) any lessee or sub-lessee of a lot;
- (d) any occupier of a lot.

Enforcement of Rules

Following the serving of notice of breach and due process of dispute resolutions procedure the Owners Corporation may refer the matter to the VCAT for an order.

165. What orders can VCAT make?

- (1) In determining an owners corporation dispute, VCAT may make any order it considers fair including one or more of the following—
 - (a) an order requiring a party to do or refrain from doing something;
 - (b) *an order requiring a party to comply with this Act or the regulations or the rules of the owners corporation;*

MODEL RULES FOR AN OWNERS CORPORATION

1 Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2 Management and administration

2.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

3 Use of common property

3.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4 Lots

4.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

5.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Katz Silver C/- InfoTrack
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4500

NO PROPOSALS. As at the 11th January 2018, 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®.

"DANDENONG ARCADE" UNIT 1A-1B, 236-242 L, DANDENONG 3175
CITY OF GREATER DANDENONG

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: 11th January 2018

Telephone enquiries regarding content of certificate: 13 11 71

Reference: FW18/0025 (P311845)
Enquiries: Phone 03 8571 1515

12 January 2018

Department Of Environment Land Water & Planning - Landata

Building Certificate 326 (1)

Ref No: 27226217-015-3

Agent Ref: 4500

**Re: Dandenong Arcade 1A-1B/236-242 Lonsdale Street DANDENONG
VIC 3175**

Lot 1 SP 22098 Vol 9618 Fol 316

In response to your request for property information 326 please find as follows.

PART 326 (1)

No Building Particulars under Council records for the last ten years.

<i>Statements under Reg 502</i>	<i>No</i>	<i>Statements under Reg 503</i>	<i>No</i>
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- This property is not subject to any notices and/or orders or the like under the Building Act 1993.
- This advice does not cover possible covenants or 173 agreements which may affect this property.

End of Certificate
Building Services Team

LEASE OF REAL ESTATE
(WITH GUARANTEE & INDEMNITY)

(Commercial Property)

KATZ SILVER Lawyers Pty. Ltd
Lawyers
Level1, 71 Kooyond Road
CAULFIELD.VICTORIA.3161
DX 37058 Caulfield Junction
Phone: (03) 85088300
Fax: (03) 85088399
Re SS 110054

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

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

EXECUTED AS A DEED ON

DATE: The 21st day of September 2012

EXECUTION AND ATTESTATION:

Executed by Sara Fashions Pty Ltd)
(as Trustee of the Sara Saubern)
Superannuation Fund) (ABN 34 990470554))
in accordance with Section 127(1) of
Corporation Act 2001

Director

Name of Director

Usual address

Director/Secretary

Name of Director/Secretary

Usual address

SIGNED SEALED AND DELIVERED
By THI THANH NHAN HUYNH in the
presence of:

(Witness)

Name of Witness

Usual address of Witness

49/229 Hoddle St.
Collingwood. 3066.

SIGNED SEALED AND DELIVERED
By KIM HOANG HUYNH
in the presence of

) _____
) _____
) _____

(Witness)

Name of Witness

Usual address of Witness

49/229 Huddle ST.
Colting wood 3066

SCHEDULE

Important Notice to the Person Completing This Schedule

This lease is in 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 instructions you have received. Pay particular attention to clauses 2,3, 6, 11, 15 and 17 AND to the completion of this schedule. You should record any deletions, alterations, and/or additions in schedule Item 22.

Item 1	Landlord	Sara Fashions Pty Ltd(as trustee of the Sara Saubern Superannuation Fund)(ABN 34 990470554) of 2/227 Dandenong Road, Windsor.Vic.3181
Item 2	Tenant	Thi Thanh Nhan Huynh of 13 Dodd Street Braybrook.Vic.3109
Item 3	Guarantor	Kim Hoang Huynh of 13 Dodd Street, Braybrook.Vic.3109
Item 4	Premises	Shop 1A&B, 236-242 Lonsdale Street Dandenong.Vic.3175
Item 5 [1.1]	Landlord's Installations	All such fixtures and fittings belonging to the Landlord within the premises as at the commencement of this lease (inclusive of the items referred to as follows: hot water
	service	installation air conditioning unit,side roller door,shop front,cool rooms)
Item 6	Rent per annum	\$ 64940.64 + GST = \$ 71434.68 (being \$ 5952.89 pcm)
Item 7 [1.1]	Tenant'sInstallation obtained	Such plant and equipment as the tenant shall install within the premises with the prior consentof the Landlord first had and
Item 8	Term of lease	Four(4) years commencing on the 1st October 2012

[1.1]

Item 9
[2.1.1]

**How rent is to
be paid**

Calendar monthly in advance by instalments amounting to one twelfth of the annual rental referred to in item 6 in advance on the first day of each and every month during the term hereof and to be made by way of direct debit into such bank account nominated by the Landlord as follows:

\$ 5952.89 pcm

Item 10
[2.1.2]

**Outgoings which the
Tenant must pay or reimburse:** **Not applicable.**

Item 11
[2.1.7]

**Risks which the
insurance policies
must cover**

- Fire
- Flood
- Lightening
- Storm and Tempest
- Explosion
- Riots and Civil Commotion
- Strikes
- Malicious Damage
- Earthquake
- Impact by Vehicles
- Impact by Aircraft and articles dropped from them
- Internal Flood Water
- Plate Glass
- Burglary insurances (including damage to the building by unlawful entry or attempted entry. and such other risks as the **Landlord** reasonably specifies from time to time

* Delete risks not required to be covered

** Add any other risks required to be covered.

Item 12
[2.1.7 &
2.3]

**Amount of
public risk
insurance cover**

\$10,000,000.00. or other amount reasonably

specified from time to time by the landlord

Item 13 [2.1.7]	Period of loss of rent and outgoings Insurance	12 months
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Item 14 [2.1.10]	Interest rate on overdue money	15%
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Item 15 [2.2.1]	Permitted use	Bakery
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Item 16	Review Dates:	Not applicable
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Item 17 [11.1.1]	Who may initiate reviews	Not applicable.
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Item 18	Further Term	4 years from 1/10/2016
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1) Item 19 2)	Latest date for exercising option	31 st January 2016
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3) Item 20	Security Deposit	4 calendar months at any time
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Item 21 [16.1]	The mediation procedure applies to this lease	
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Item 22 [19]	Additional Provisions	
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1) Rent for further term;

The rental for the 1st year of the option term and each year thereafter shall be the rental payable at the end of each year multiplied by a factor of 4% in each succeeding year

2) Tenant's Goods and Property:

The tenant agrees and covenants that the Landlord is not liable for any goods or property belonging to the tenant which remains on the property and that it is the tenant's responsibility to secure the same at all times.

LEASE OF REAL ESTATE

(WITH GUARANTEE & INDEMNITY)

(Commercial Property)

The **landlord** leases the **premises** to the **tenant** for the **term** and at the **rent** and on the conditions set out in this lease together with all necessary access over any **common areas**.

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

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	<p>any of the following expenses incurred in respect of the land, the building, the premises or any premises in the building which include the premises -</p> <ul style="list-style-type: none">• rates, levies and assessments imposed by any relevant authorities;• taxes including land tax (unless the Act applies), calculated on the basis that the land is the only land of the landlord liable to tax and is not subject to a trust but excluding income tax and capital gains tax;• the costs of maintaining and repairing the building and the landlord's installations (but excluding any amount recovered in respect of that maintenance or repair by the landlord from its insurer);• premiums and charges for the following insurance policies taken out by the landlord -<ul style="list-style-type: none">- damage to and destruction of the premises for their replacement value for the risks listed in item 11,- removal of debris,- breakdown of landlord's installations,- breakage of glass,- 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- loss of rent and outgoings for the period stated in item 13 or, if none is stated, 12 months, <p>and excesses paid or payable on claims,</p> <p>and, if the premises occupy only a part of the lettable area of the building, the following further items -</p>

- costs incurred in providing services to the **building** and the **land** including -
 - heating
 - cooling
 - airconditioning
 - cleaning
 - pest control
 - waste collection
 - lighting
 - landscaping and garden maintenance
 - security, and
 - fire prevention, detection and control;
- accountancy and audit fees; and
- 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 body corporate 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 but, if the **Act** applies, only to the extent permitted by the **Act** and, in any event, excluding capital expenditure

building rules	any rules adopted from time to time for the building , including the rules of any body corporate affecting the premises
common areas	<p>areas in the building or on the land that are under the control of the landlord and are used or intended for use -</p> <ul style="list-style-type: none"> • by the public; or • in common by tenants of premises in the building in relation to the carrying on of businesses on those premises, <p>other than areas which are let or licensed, or intended to be let or licensed, other than on a casual basis</p>
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	<p>unless the Act applies and requires otherwise -</p> <ul style="list-style-type: none"> • in relation to the premises, the area let; and • in relation to the building, the total area of the building that is let or licensed or intended to be let or licensed, other than on a casual basis.

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)**

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(1A) of the *Valuation of Land Act 1960* (Vic) 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 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 This lease includes the schedule.
- 1.13 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 deductions 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** -

- (a) on a **market review date**, the **rent** is reviewed in accordance with clause 11,
- (b) on a **CPI review date**, the **rent** is reviewed in accordance with clause 18, and

- (c) on a **fixed review date**, the **rent** is either increased by the fixed percentage or changed by or to the fixed amount, in either case as specified in **Item 16** in respect of that **fixed review date**.
- 2.1.2 produce receipts for paid **building outgoings** within 7 days of a request.
- 2.1.3 pay when due all charges for the provision of services to the **premises** including gas, electricity, water and telephone.
- 2.1.4 remove regularly from the **premises** all rubbish and waste generated by the **tenant's** operations.
- 2.1.5 pay the appropriate proportion of the **building outgoings** in accordance with **Item 10** and clause 5.4.
- 2.1.6 pay or reimburse within 7 days of a request all increases in insurance premiums paid 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 ensure that each insurance policy requires the insurer to give 21 days' written notice of cancellation to the **landlord** before cancelling or refusing to renew the policy.
 - 2.3.4 produce satisfactory evidence of insurance cover on written request by the **landlord**.
- 3. **REPAIRS, 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**.
 - 3.2 In addition to its obligations under clause 3.1, the **tenant** must -
 - 3.2.1 refinish all finished surfaces in a workmanlike manner with as good quality materials as previously at least once every 5 years during the **term** and any further term.
 - 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**.

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
 - 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 entirely 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 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 property on the **premises** after the end of the lease, unless the **landlord** and **tenant** agree otherwise, those **tenant's** installations and property will be considered abandoned and will become the property of the **landlord**, but the **landlord** may remove any of the **tenant's** installations or other property and recover the costs of removal and making good as a liquidated debt payable on demand.
- 5.2 The **tenant** indemnifies the **landlord** against any claim resulting from any act or failure to act by the **tenant** or the **tenant's** agents while using the **premises**.
- 5.3 The **tenant** -
 - 5.3.1 uses and occupies the **premises** at its own risk, and
 - 5.3.2 releases the **landlord** from and indemnifies the **landlord** against all claims resulting from accidents occurring on the **premises** except 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 certified, the statement must be certified as required by the **Act**).

- 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 all mortgagees whose interests would otherwise have priority over this lease.
- 6.4 The **landlord** must keep the structure (including the external faces and roof) of the **building** 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 for 14 days after becoming 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,
- 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,
 - (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 (d) 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 The **landlord** must give the **tenant**, before terminating this lease under clause 7.1 for non-payment of rent, the same notice that it would be required to give under section 146(1) of the *Property Law Act 1958* (Vic) for a breach other than the non-payment of rent.
- 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, 2.2.1, 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 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 the disclosure statement if there is one, contains the whole agreement of the parties. Neither party is entitled to rely on any warranty or statement in relation to -
- 9.2.1 the conditions on which this lease has been agreed,
- 9.2.2 the provisions of this lease, or
- 9.2.3 the **premises**
- which is not contained in those documents.

10. OVERHOLDING AND ABANDONMENT OF THE PREMISES

- 10.1 If the **tenant** remains in possession of the **premises** without objection by the **landlord** after the end of the **term** -
- 10.1.1 the **tenant**, without any need for written notice of any kind, is a monthly tenant on the conditions in this lease, modified so as to apply to a monthly tenancy,
 - 10.1.2 either party may end the tenancy by giving one month's written notice to the other 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.
 - 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, and
 - 12.2.3 must contain the same terms as this lease but with no option for renewal after the last option for a further term stated in **item 18** has been exercised.
- 12.3 If the **tenant** is a corporation and was required to provide directors' guarantees for this lease, the **tenant** must 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 Where the security deposit is invested in an interest bearing deposit, all interest accruing on it is treated as a supplementary payment of security deposit. When the **term** starts, the **tenant** must provide the **landlord** with the **tenant's** tax file number.
- 13.3 The **landlord** may use the deposit to make good the cost of remedying breaches of the **tenant's** obligations under this lease (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.

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.

• • • • •

RENEWAL OF LEASE OF REAL ESTATE

(Commercial Property)

KATZ SILVER
Lawyers
Level 1, 71 Kooyong Road
Caulfield 3161
DX 37058 Caulfield Junction
Phone: (03) 8508 8300
Fax: (03) 8508 8399

Premises: Shop 1A&B, 236-242 Lonsdale Street Dandenong, Victoria. 3175

The **Tenant** having exercised the option for renewal of the **Original Lease**, or the parties having otherwise agreed to renew the **Original Lease**, the **Landlord** leases the **Premises** to the **Tenant** for the **Term** and at the **Rent** and on the conditions set out in this document.

EXECUTED AS A DEED ON

DATE: The 1st day of August, 2016.

EXECUTION & ATTESTATION:

Executed by Sara Fashions Pty Ltd Pty.Ltd
(ABN 940470554)

in the presence of the authorised person (s):)

Sara Saubern
Signature of Director/ Sole Director

SARA SAUBERN
Full Name of Director

Serge Saubern
Signature of Second Director/Secretary

SERGE SAUBERN
Full name of Second Director/ Secretary

Signed Sealed and Delivered by)
Thi Thanh Nhanh Huynh in the)
presence of;)

Name Thi Thanh Nhanh Huynh
Address

Signed Sealed and Delivered by)
Kim Hoang Huynh in the)
presence of)

Name Kim Hoang Huynh

Address 49/229 Hoddle St
Collingwood. 3066

Thi Thanh Nhanh Huynh

Kim Hoang Huynh

Thi Thanh Nhanh Huynh

SCHEDULE

Item 1 [clause 1.1]	Landlord:	Sara Fashions Pty Ltd (as trustee of the Sara Saubern Superannuation Fund) (ABN 34 990470554) of 2/227 Dandenong Road, Windsor.Vic.3181
Item 2 [clause 1.1]	Tenant:	Thi Thanh Nhan Huynh now of 140 Stud Road, Dandneong, Vic.3175
Item 3 [clause 1.1]	Guarantor:	Kim Hoang Huynh now of 140 Stud Road, Dandenong, Vic.3175
Item 4 [clause 1.1]	Original Lease:	Dated: 21 st September 2012 Premises: Shop 1 A&B,236-242 Lonsdale Street Dandenong, Victoria.3175
Item 5 [clause 1.1]	Term of the Renewed Lease:	Four (4) years commencing on the 1/10/2016
Item 6 [clause 1.1]	Rent:	(1) During the first and second year of the Term: \$ 72, 755.00(inclusive of GST at 10% and all outgoings) payable by calendar monthly instalments of \$ 6062.92 (2) During the third and fourth year of the Term \$ 73,955.00 (inclusive of GST at 10% and all outgoings) payable by calendar monthly instalments of \$ 6162.92
Item 7 [clause 6]	Number and duration of further terms:	
Item 8 [clause 3.1]	Variations	one additional option term of 4years starting on the 1/10/2020 to be exercised not later than the 1/04/2020
Item 9 [clause 5]	Additional Provisions:	The annual rental for the first year and each subsequent year of the additional option term provided in Item 8 shall be the rental payable at the end of the immediately preceding year multiplied by a factor of 104% in each succeeding year

DEFINITIONS AND INTERPRETATION

This document is to be interpreted according to the following rules.

- 1.1 The listed expressions appearing in bold print and commencing with a capital letter have the meanings set out opposite them:

EXPRESSION	MEANING
Act	Retail Leases Act 2003.
Guarantee	the guarantee and indemnity in respect of the Tenant's obligations under the Original Lease given by the Guarantor .
Guarantor	the person named in Item 3 .
Item	an Item in the schedule to this document.
Landlord	the person named in Item 1 , or any other person who will be entitled to possession of the Premises when the Term of this lease ends.
Original Lease	the Lease a copy of which is attached or as otherwise identified in Item 4 .
Premises	the premises specified in Item 4
Rent	the amount in Item 6 , or as varied in accordance with this document.
Tenant	the person named in Item 2 , or any person to whom the Renewed Lease is subsequently transferred.
Term	the period stated in Item 5 .

- 1.2 Unless otherwise specified, the words and phrases used in this document have the same meaning as in the **Original Lease**.
- 1.3 If the **Tenant** named in the **Original Lease** is not the **Tenant**, then the **Premises**, by virtue of a previous transfer(s), were transferred to the **Tenant** for the residue of the **Term** of the **Original Lease**.
- 1.4 The **Landlord** (even if not named as the **Landlord** in the **Original Lease**) is now the person entitled to take possession of the **Premises** if the tenancy ends.
- 1.5 References to laws include 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.

- 1.6 This document must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this document 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 document.
- 1.7 The law of Victoria applies to this document.
- 1.8 Any change to this document must be in writing and signed by the parties.
- 1.9 An obligation imposed by this document on or in favour of more than one person binds or benefits all of them jointly and each of them individually.
- 1.10 The use of one gender includes the others and the singular includes the plural and vice versa.
- 1.11 If the **Landlord, Tenant or Guarantor** is an individual, this document binds that person's legal personal representative. If any of them is a corporation, this document binds its transferees.
- 1.12 This document is delivered and operates as a deed.

2 TENANT'S OBLIGATIONS

The **Tenant** must pay the **Rent** without any deductions to the **Landlord** on the days and in the way stated in the **Original Lease**. No demand for **Rent** is necessary and the **Landlord** may direct in writing that the **Rent** be paid to another person.

3 GENERAL AGREEMENTS

- 3.1 The lease formed by this document is granted subject to and with the benefit of the same **Tenant's** and **Landlord's** rights obligations and agreements as are contained in the **Original Lease** except:
- 3.1.1 for the new **Term** and **Rent**; and,
- 3.1.2 that its provisions are now deleted or changed in the specific manner set out in **Item 8**.
- 3.2 The **Landlord** and the **Tenant** now agree to respectively perform and observe all the rights obligations and agreements in the **Original Lease** as if they were now repeated in full and with only such changes necessary to make them applicable to this document and specifically the changes made by this document.

4 GUARANTEE

The **Guarantor** now agrees that:

- 4.1 the **Tenant's** obligations and agreements under the **Original Lease**, as renewed and varied by this document, are subject to and form part of the moneys and obligations the payment and performance of which are guaranteed to the **Landlord** by the **Guarantor** under the **Guarantee** and,
- 4.2 if the **Tenant** does not perform or observe any of its obligations and agreements under this document, the provisions of the **Guarantee** apply to them as if the terms of this document were incorporated in the **Original Lease** at the time it was executed.

5

ADDITIONAL PROVISIONS

Any additional provisions set out in **Item 9**:

5.1 bind the parties; and

5.2 if inconsistent with any other provisions of this document, override them.

6

FURTHER RENEWAL

If the whole of the **Act** applies to this lease and if there is a further option for renewal of the **Original Lease** specified in **Item 7** then the latest date for exercising the option is the date specified in **Item 7**.

7

RETAIL PREMISES LEASE

If this lease is a retail premises lease to which the provisions of the **Act** apply then the parties agree and acknowledge that all of the provisions of this Lease are to be read subject to the provisions of the **Act** and, to the extent of any inconsistency, the provisions of the **Act** prevail.

LEASE OF REAL ESTATE
(WITH GUARANTEE & INDEMNITY)

(Commercial Property)

KATZ SILVER Lawyers Pty. Ltd
Lawyers
Level 1, 71 Kooyong Road
CAULFIELD.VICTORIA.3161
DX 37058 Caulfield Junction
Phone: (03) 85088300
Fax: (03) 85088399
Re SS 110054

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

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

EXECUTED AS A DEED ON

DATE: The 21st day of September 2012

EXECUTION AND ATTESTATION:

Executed by Sara Fashions Pty Ltd)
(as Trustee of the Sara Saubern)
Superannuation Fund) (ABN 34 990470554))
in accordance with Section 127(1) of
Corporation Act 2001

Sara Saubern

Director

Sara Saubern

Name of Director

4/227 Dandenong Rd Windsor

Usual address

Director/Secretary

Sara Saubern

Name of Director/Secretary

4/227 Dandenong Rd Windsor

Usual address

SIGNED SEALED AND DELIVERED
By **THI THANH NHAN HUYNH** in the
presence of:

Thi Thanh Nhan Huynh (Witness)

Chong Tran Huynh

Name of Witness

49/229 Hoddle St

Usual address of Witness

Collingwood 3066

SIGNED SEALED AND DELIVERED
By KIM HOANG HUYNH
in the presence of

) / Thao
) / _____
) / _____

Nguyen(Witness)
.....

Name o of Witness

Quang TRAN Nguyen
Usual address of Witness

49/229 Hoadle ST.
Collingwood 3066

SCHEDULE

Important Notice to the Person Completing This Schedule

This lease is in 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 instructions you have received. Pay particular attention to clauses 2,3, 6, 11, 15 and 17 AND to the completion of this schedule. You should record any deletions, alterations, and/or additions in schedule Item 22.

Item 1	Landlord	Sara Fashions Pty Ltd(as trustee of the Sara Saubern Superannuation Fund)(ABN 34 990470554) of 2/227 Dandenong Road, Windsor.Vic.3181
Item 2	Tenant	Thi Thanh Nhan Huynh of 13 Dodd Street Braybrook.Vic.3109
Item 3	Guarantor	Kim Hoang Huynh of 13 Dodd Street, Braybrook.Vic.3109
Item 4	Premises	Shop 1A&B, 236-242 Lonsdale Street Dandenong.Vic.3175
Item 5 [1.1]	Landlord's Installations	All such fixtures and fittings belonging to the Landlord within the premises as at the commencement of this lease (inclusive of the items referred to as follows: hot water service installation air conditioning unit,side roller door,shop front,cool rooms)
Item 6	Rent per annum	\$ 64940.64 + GST = \$ 71434.68 (being \$ 5952.89 pcm)
Item 7 [1.1]	Tenant's Installation obtained	Such plant and equipment as the tenant shall install within the premises with the prior consent of the Landlord first had and
Item 8	Term of lease	Four(4) years commencing on the 1st October 2012

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

The **landlord** leases the **premises** to the **tenant** for the **term** and at the **rent** and on the conditions set out in this lease together with all necessary access over any **common areas**.

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

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 (Vic)</i>
building	any building in which the premises are located, including the landlord's installations
building outgoings	<p>any of the following expenses incurred in respect of the land, the building, the premises or any premises in the building which include the premises -</p> <ul style="list-style-type: none">• rates, levies and assessments imposed by any relevant authorities;• taxes including land tax (unless the Act applies), calculated on the basis that the land is the only land of the landlord liable to tax and is not subject to a trust but excluding income tax and capital gains tax;• the costs of maintaining and repairing the building and the landlord's installations (but excluding any amount recovered in respect of that maintenance or repair by the landlord from its insurer);• premiums and charges for the following insurance policies taken out by the landlord -<ul style="list-style-type: none">- damage to and destruction of the premises for their replacement value for the risks listed in item 11,- removal of debris,- breakdown of landlord's installations,- breakage of glass,- 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- loss of rent and outgoings for the period stated in item 13 or, if none is stated, 12 months, <p>and excesses paid or payable on claims,</p> <p>and, if the premises occupy only a part of the lettable area of the building, the following further items -</p>

- costs incurred in providing services to the **building** and the **land** including -
 - heating
 - cooling
 - airconditioning
 - cleaning
 - pest control
 - waste collection
 - lighting
 - landscaping and garden maintenance
 - security, and
 - fire prevention, detection and control;
- accountancy and audit fees; and
- 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 body corporate 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 but, if the **Act** applies, only to the extent permitted by the **Act** and, in any event, excluding capital expenditure

building rules	any rules adopted from time to time for the building , including the rules of any body corporate affecting the premises
common areas	<p>areas in the building or on the land that are under the control of the landlord and are used or intended for use -</p> <ul style="list-style-type: none"> • by the public; or • in common by tenants of premises in the building in relation to the carrying on of businesses on those premises, <p>other than areas which are let or licensed, or intended to be let or licensed, other than on a casual basis</p>
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	<p>unless the Act applies and requires otherwise -</p> <ul style="list-style-type: none"> • in relation to the premises, the area let; and • in relation to the building, the total area of the building that is let or licensed or intended to be let or licensed, other than on a casual basis.

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)
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(1A) of the <i>Valuation of Land Act 1960</i> (Vic) 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 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 This lease includes the schedule.
 - 1.13 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 deductions 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** -
 - (a) on a **market review date**, the **rent** is reviewed in accordance with clause 11,
 - (b) on a **CPI review date**, the **rent** is reviewed in accordance with clause 18, and

- (c) on a **fixed review date**, the **rent** is either increased by the fixed percentage or changed by or to the fixed amount, in either case as specified in **item 10** 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 appropriate proportion of the **building outgoings** in accordance with **item 10** and clause 5.4.
- 2.1.6 pay or reimburse within 7 days of a request all increases in insurance premiums paid 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 -
- the negotiation, preparation, settling, execution and stamping (if applicable) of this lease,
 - change to this lease requested by the **tenant** whether or not the change occurs,
 - 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,
 - the transfer of this lease or subletting of the **premises** or proposed transfer or sub-letting whether or not the transfer or subletting occurs,
 - a request by the **tenant** for consent or approval, whether or not consent or approval is given,
 - any breach of this lease by the **tenant**, or
 - 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 -
 - it to become void or voidable,
 - any claim on it being rejected, or
 - 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 ensure that each insurance policy requires the insurer to give 21 days' written notice of cancellation to the **landlord** before cancelling or refusing to renew the policy.
- 2.3.4 produce satisfactory evidence of insurance cover on written request by the **landlord**.
3. **REPAIRS, 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**.
- 3.2 In addition to its obligations under clause 3.1, the **tenant** must -
- 3.2.1 refinish all finished surfaces in a workmanlike manner with as good quality materials as previously at least once every 5 years during the **term** and any further term.
- 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 -
- damage to the **premises** or of any defect in the structure of, or any of the services to, the **premises**,
 - receipt of a notice or order affecting the **premises**,
 - any hazards threatening or affecting the **premises**, and
 - 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) -
- to inspect the **premises**,
 - to carry out repairs or agreed alterations, and
 - 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 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**.

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.

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- 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
 - 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 entirely 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 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 property on the **premises** after the end of the lease, unless the **landlord** and **tenant** agree otherwise, those **tenant's** **installations** and property will be considered abandoned and will become the property of the **landlord**, but the **landlord** may remove any of the **tenant's** **installations** or other property and recover the costs of removal and making good as a liquidated debt payable on demand.
- 5.2 The **tenant** indemnifies the **landlord** against any claim resulting from any act or failure to act by the **tenant** or the **tenant's** **agents** while using the **premises**.
- 5.3 The **tenant** -
 - 5.3.1 uses and occupies the **premises** at its own risk, and
 - 5.3.2 releases the **landlord** from and indemnifies the **landlord** against all claims resulting from accidents occurring on the **premises** except 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 certified, the statement must be certified as required by the **Act**).

the tenant must pay the amount short paid or the landlord must repay the over paid for **building outgoings**, as the case may be, within 1 month after the 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 all mortgagees whose interests would otherwise have priority over this lease.

6.4 The **landlord** must keep the structure (including the external faces and roof) of the **building** 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 for 14 days after becoming 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,

(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 (d) 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.

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 The **landlord** must give the **tenant**, before terminating this lease under clause 7.1 for non-payment of rent, the same notice that it would be required to give under section 146(1) of the *Property Law Act 1958* (Vic) for a breach other than the non-payment of rent.
- 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, 2.2.1, 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 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 the disclosure statement if there is one, contains the whole agreement of the parties. Neither party is entitled to rely on any warranty or statement in relation to -
 - 9.2.1 the conditions on which this lease has been agreed,
 - 9.2.2 the provisions of this lease, or
 - 9.2.3 the **premises**which is not contained in those documents.

10. OVERHOLDING AND ABANDONMENT OF THE PREMISES

10.1 If the **tenant** remains in possession of the **premises** without objection by the **landlord** at 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, and
 - 12.2.3 must contain the same terms as this lease but with no option for renewal after the last option for a further term stated in **item 18** has been exercised.
- 12.3 If the **tenant** is a corporation and was required to provide directors' guarantees for this lease, the **tenant** must 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 Where the security deposit is invested in an interest bearing deposit, all interest accruing on it is treated as a supplementary payment of security deposit. When the **term** starts, the **tenant** must provide the **landlord** with the **tenant's** tax file number.
- 13.3 The **landlord** may use the deposit to make good the cost of remedying breaches of the **tenant's** obligations under this lease (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 otherwise.
- 14.3 Notices delivered or sent by facsimile after 5.00p.m. will be taken to have been received 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.
- 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.

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.

- appropriate compensating adjustment must be made so that a common base
- 18.4 Unless the **Act** applies and requires otherwise, if the **Consumer Price Index** is suspended, then the calculation is to be made using whatever index is substituted. If no other index is substituted for it, the calculation is to be made using the index of call 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.



