

Code 143

Commercial Lease®



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The Real Estate Institute of Victoria Ltd COPYRIGHT COMMERCIAL LEASE®

Landlord(s): TCR Earthmoving & Concreting Pty Ltd

Tenant(s): Silverline Health Care (ABN: 49 636 865 828)

Premises: 153 Madden Avenue, Mildura VIC 3500



ABOUT THIS LEASE

This is a standard form document. It can be used in the letting of retail, commercial or industrial premises in Victoria, whether or not retail lease laws apply. It may need to be altered or added to or both to properly record a lease, as negotiated. **Alterations, additions or both should be recorded in the Special Conditions Schedule not by making changes or additions to the Lease itself.** Depending on circumstances, it may be prudent to obtain professional help when drawing up this Lease. The REIV Copyright Commercial Lease Schedule (Code 144) must be completed in conjunction with this Lease.

Landlord advice

The landlord confirms this lease is in the copyright format published by The Real Estate Institute of Victoria Ltd as at the date/version printed on the front page, unless there are alterations or additions or both which appear in the Special Conditions Schedule. The tenant should check the Special Conditions Schedule, before signing this lease.

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Commercial Lease[®]



This lease is made between the landlord and the tenant named in the Schedule for the premises for the term beginning on the commencement date as specified in the Schedule.

This lease comprises -

- the respective covenants of the landlord and the tenant; and
- the Schedule; and
- the Special Conditions, if any, in the Special Conditions Schedule.

If the Act applies, this lease has effect subject to it.

The tenant covenants and agrees with the landlord as follows -

1. Rent

- 1.1 To pay the rent in advance during the term and any over-holding by equal, consecutive calendar monthly instalments starting on the rental commencement date specified in the Schedule and then on the first day of each month, unless otherwise agreed. The first and the final payments of the rent will be apportioned, if necessary.**
- 1.2 Each instalment of rent will be paid -**
 - (a) without demand, deduction, or set-off (whether legal or equitable); and**
 - (b) in the manner required by the landlord from time to time.**

2. Outgoings

- 2.1 During the term and any over-holding to pay on or before the due date for payment, or to repay to the landlord within 14 days of demand, the following outgoings in connection with the premises -**
 - (a) municipal, water, drainage, and sewerage rates, charges, levies and special rates or levies;**
 - (b) land tax calculated on the basis the premise or the building of which the premises forms a part is the only land owned by the landlord (single holding);**
 - (c) congestion and parking levies;**
 - (d) gas, electricity, telephone, communications, sewage or garbage/waste disposal, and water consumption charges;**
 - (e) owners corporation fees, special fees and charges;**
 - (f) the expense of cleaning, inspecting, maintaining, repairing and/or servicing the premises and the landlord's fixtures, fittings, plant or equipment in or serving the premises;**
 - (g) fire service levies;**
 - (h) insurance premiums and other charges for insurances effected by the landlord in relation to the premises including (but not limited to) fire insurance on all improvements on a replacement and reinstatement basis and such other risks as the landlord may require from time to time and whether or not the risk is one in respect of which insurance is commonly obtainable at the commencement of this lease. The insurances may include plant and equipment breakdown insurance, public liability insurance for the amount of cover specified in the Schedule, loss of rent and consequential loss insurance and any other insurance effected by the landlord in relation to any risk relating to the landlord's ownership or interest in the premises. The landlord may insure for such amounts and with such extensions and exclusions as the landlord thinks fit, but if the Act applies the landlord is not entitled to recover any premiums or other charges which the landlord may be prohibited from claiming from the tenant under the Act;**
 - (i) the expense of the attendance of the fire brigade in response to a fire alarm generated from or in connection with the premises;**
 - (j) the expense of inspecting, auditing, servicing, repairing, maintaining, monitoring, and testing all essential safety measures at or provided in relation to or in connection with the premises, provided the payment or repayment is not contrary to law; and**



(k) any other outgoings of whatever nature which are now or may during the term or any period of overholding be charged to or payable by the landlord in respect of or in connection with the premises unless expressly excluded in the Schedule.

2.2 If an outgoing relates to a period outside the term or a period of over-holding it will be apportioned.

2.3 If an outgoing is not separately assessed or charged in relation to the premises, to pay or reimburse a portion calculated on the proportion which the lettable area of the premises bears to the lettable area of the whole of the land or the building to which the outgoing relates, unless some other manner of apportionment is set out in the Schedule.

2.4 If the Act applies, to pay that proportion of the outgoings -

(a) that benefit all premises in the building: the proportion that the lettable area of the premises bears to the lettable area of the building, as stated in the Schedule;

(b) that benefit the premises and only some of the other premises in the building: the proportion that the lettable area of the premises bears to the lettable area of all premises that together share the benefit of the outgoing;

(c) that benefit only the premises: 100%.

3. Building operating expenses

3.1 During the term and any over-holding to pay, or to repay the landlord within 14 days of demand, a proportionate share of all expenses paid or incurred by the landlord in operating, managing, equipping, lighting, repairing, and maintaining the building including (without limitation) lavatories, sanitary services, cleaning, fire protection, essential safety measures, insurance premiums in respect of liability and other risks which the landlord reasonably requires.

3.2 The tenant's proportion of the expenses will be determined in the same manner as that referred to in clause 2.4 unless -

(a) some other way of apportioning the expenses is described in the Schedule; or

(b) the Act applies to an expense, in which case the tenant's proportion must exclude an expense that the landlord is not permitted to recover from the tenant; or

(c) legislation (by way of example, but not limited to, the Building Act 1993) applies to an expense, in which case the tenant's proportion must exclude the proportion, if any, of the expense that the legislation prohibits the landlord recovering from the tenant.

4. Insurances

4.1 To effect and keep current during occupation of the tenant a public liability policy in the name of the tenant for an amount of not less than \$20 million or such higher amount as the landlord may reasonably require from time to time. The policy must be placed with an insurer approved by the landlord, approval not to be unreasonably withheld. The tenant must produce evidence of the currency of the insurance, within seven days of a request to do so.

4.2 Not to do, allow, or acquiesce in anything being done at the premises or the building which may result in a policy of insurance relating to the premises becoming void or voidable or which may allow an insurer to decline a claim under a condition or exclusion contained in the policy or policies or otherwise or which may result in the premium being increased. If a premium is increased, the tenant must promptly pay or reimburse the increase (Note: this obligation applies even if the tenant pays rent on a gross lease basis).

4.3 To pay or reimburse the landlord for any excesses on insurance claims, or to pay the expense of works or repairs where the expense of the works or repairs would be less than the excess payable on an insurance claim, if an insurance claim had been made.

4.4 To effect and keep current during the tenant's occupation of the premises an insurance policy covering the tenant's and others goods at the premises for their current reinstatement or replacement cost against damage or destruction by fire, water, theft, malicious and accidental damage, storm, lightning and tempest, earthquake, explosion, impact by vehicles and aircraft and articles dropped from aircraft.



5. Maintenance and repairs

- 5.1** During the term and any period of over-holding to maintain and keep in the state of repair existing on the commencement date of the term -
- (a) the exterior (including - but not limited to - fences, landscaped areas, vehicle parking areas, pathways, driveways and hard-stand areas) and the interior of the premises and the landlord's fixtures and fittings at the premises. The landlord's fixtures and fittings installed at the premises on the commencement date of the initial term are set out in the Schedule; and
 - (b) any roller shutter doors and electronically operated gates comprised in the landlord's fixtures and fittings by engaging the services of an appropriate contractor approved by the landlord and to produce evidence of the engagement and maintenance to the landlord or the managing agent on request fair wear and tear and damage to the premises or the landlord's fixture and fittings by fire or other cause not attributable to the default or negligence of the tenant or the negligence of the tenant's licensees or invitees excepted.
 - (c) For the avoidance of doubt, "commencement date of the term" means the commencement date of the initial term, if the lease is renewed for a further term or terms.
- 5.2** If during the term or a period of over-holding alterations or additions are made to the premises or to the landlord's fixtures and fittings installed at the premises, to maintain them in the condition they were in when made, subject to the exceptions to clause 5.1.
- 5.3** To replace with a similar article of at least equal value any landlord's fixture or fitting destroyed, lost, or so badly damaged that it cannot be satisfactorily restored to its former condition, subject to the exceptions to clause 5.1.
- 5.4** Damage to or deterioration in the condition of the premises or the landlord's fixtures and fittings or both will not be attributable to fair wear and tear if it is wholly or partly brought about because the tenant has not or has inadequately carried out maintenance or repairs or has permitted, allowed or acquiesced in -
- (a) structural loadings being exceeded;
 - (b) vehicles with inappropriate tyres or tracks or of excessive weight or size being used at or allowed on the premises;
 - (c) the fixtures and fittings of the landlord or the tenant being used in a manner inconsistent with their purpose;
 - (d) inadequate rubbish or waste removal, cleaning, gardening, lawn mowing or pest control.
- 5.5** During the term and any period of over-holding to -
- (a) thoroughly cleanse the inside and outside of the external and internal windows of the premises at least once in every three months (calculated beginning on the commencement date of the term) and also when otherwise reasonably required from time to time by the landlord or managing agent;
 - (b) keep all drains waste pipes, gutters, spouting, rain-heads, and downpipes which exclusively serve the premises clean and free of debris;
 - (c) only remove the landlord's fixtures and fittings from the premises if it is necessary to do so to have them repaired or replaced, and then only if the landlord or managing agent has first given written consent;
 - (d) only engage a person to maintain, alter, repair, install or make alterations or additions to the premises or to carry out repairs to or removal of the landlord's fixtures and fittings if the landlord or the managing agent has first given written approval, which will not be unreasonably withheld;
 - (e) promptly unblock or repair or both the sewers, drains, wash basins, sinks, showers, lavatories, sanitary apparatus, washing facilities and mechanical installations in or serving the premises. Workmanship and materials to be to the reasonable satisfaction of the landlord or the managing agent. The tenant acknowledges having inspected these items on or before the commencement date and on inspection they were found to be unblocked and undamaged;
 - (f) promptly replace broken or damaged glass, including float or plate glass, of the external and internal windows and other broken or damaged glass with glass conforming to the then applicable Australian Standard, whether or not the tenant is responsible for the breakage or damage and notwithstanding the exception to clause 5.1. Materials and workmanship to be to the reasonable satisfaction of the landlord or the managing agent;



- (g) promptly repair or replace window or door fittings (including - but not limited to - frames, handles, fastenings and locks), light fittings, light globes, fluorescent tubes and starters, keys, key cards, and remote controls that are broken, become defective, or are mislaid, notwithstanding the exception to clause 5.1. Replacement parts, materials and workmanship are to be to the reasonable satisfaction of the landlord or the managing agent;
- (h) promptly remove graffiti from the premises, with the exception of that existing at the commencement of the initial term;
- (i) keep the premises free of pests and vermin by engaging qualified contractors approved by the landlord or the managing agent, approval not to be unreasonably withheld.

6. Alterations and additions

6.1 Before -

- (a) making structural alterations or additions to the premises; or
- (b) removing or relocating existing partitions, fixtures or fittings from or within the premises; or
- (c) installing partitions or other fixtures or fittings in the premises; or
- (d) decorating or redecorating the premises;

to obtain the written consent of the landlord or the managing agent.

6.2 Subject to clause 6.3, when giving consent the landlord or the managing agent may impose reasonable conditions. Reasonable conditions include (but are not limited to) provision of full-size approved plans and other working drawings, detailed specifications, complete and legible copies of permits, approvals and/or certificates, engineer reports, insurance, details of materials, and contractors being approved as required by clause 5.5(d).

6.3 The landlord or the managing agent may refuse consent if the giving of it will result in the Landlord having to undertake works to upgrade the premises or the building in which the premises are located to meet then current requirements of building laws.

7. Notice of accidents to premises/building

7.1 To promptly give written notice to the landlord or to the managing agent on becoming aware of an accident to or a defect in -

- (a) the premises; or
- (b) the building, if affecting access to the premises; or if affecting -
 - (i) water; or
 - (ii) sewerage; or
 - (iii) gas; or
 - (iv) electrical; or
 - (v) essential safety

fixtures and fittings connected to or serving the premises.

8. Inspecting the premises

8.1 The landlord, the managing agent or both may enter and inspect the premises on giving 24 hours prior written notice and at any time without notice, if there is an emergency.

8.2 On inspecting the premises the landlord, the managing agent or both will -

- (a) cause as little inconvenience as possible in the circumstances to the tenant; and may
- (b) bring with them any person, equipment and materials considered appropriate in the circumstances.



9. Tenant to clean, repair and make good damage

- 9.1** To keep the premises in a thoroughly clean and tidy condition.
- 9.2** To store rubbish, garbage, and trade waste on the premises in secure containers and have it regularly removed at appropriate intervals.
- 9.3** To repair and make good to the reasonable satisfaction of the landlord or the managing agent any damage to the premises for which the tenant is responsible under the terms of this lease, within 14 days (or a shorter period if reasonable in the circumstances) after having been given written notice stating the damage.
- 9.4** The landlord or the managing agent or others on their behalf may enter the premises bringing equipment and materials and repair and make good the damage, if the tenant does not do so within the time stated in the written notice.
- 9.5** To pay, or repay on demand, to the landlord or the managing agent all reasonable amounts spent in connection with repairing and making good the damage for which the tenant is responsible including (but not limited to) labour, equipment, materials, approvals, permits, certificates, professional services, bank or financiers' charges and interest.

10. Returning the premises to the landlord

- 10.1** When the term or any over-holding comes to an end (whether by the passing of time or otherwise), to return the premises to the landlord in the required condition and at the time of doing so will have -
- removed the tenant's fixtures and fittings and goods including signage and advertising;
 - made good any damage to the premises and/or the building resulting from or arising in connection with the installation or removal of the tenant's fixtures and fittings and goods; and
 - reinstated the premises to the condition that existed when the first term of the lease commenced, if there has been a previous term or previous terms; and
 - cleansed and tidied the premises and the landlord's fixtures and fittings.
- 10.2** If the tenant does not comply with clause 10.1(a) the landlord or the managing agent may dispose of the tenant's fixtures and fittings and goods in the manner permitted by the Australian Consumer Law and Fair Trading Act 2012 for the disposal of uncollected goods.
- 10.3** For the avoidance of doubt, "in the required condition" means in a condition consistent with the tenant's due performance of the obligations in clauses 5 and 9 and 11.3.

11. Signs

- 11.1** Before placing a sign on the premises to -
- obtain the written consent of the landlord or the managing agent, which may be subject to reasonable conditions; and
 - obtain any permit(s) required and keep them current; and
 - promptly provide a complete, legible copy of any permit(s) to the landlord or the managing agent.
- 11.2** A sign will comply with the law and be -
- displayed as required by the consent and permit(s);
 - securely fastened;
 - maintained in good condition; and
 - removed when the lease ends.
- 11.3** On removing a sign, to make good damage to the premises or the building caused in connection with its installation, use or removal.



12. Use of the premises

- 12.1** If an approval or a consent or a permit or any or all of them is necessary to use the premises for the permitted use, to -
 - (a) obtain it; and
 - (b) comply with it; and
 - (c) keep it current; and
 - (d) promptly give a complete, legible copy of it and any renewal of it to the landlord or the managing agent.
- 12.2** To use the premises for the permitted use specified in the Schedule and no other.
- 12.3** To carry on the permitted use at the premises during the usual business hours for the permitted use.
- 12.4** Not to discontinue the permitted use either temporarily or permanently, without the prior written consent of the landlord or the managing agent.
- 12.5** To comply with laws relating to the premises or the permitted use. But structural alterations or additions do not have to be made, unless necessary in connection with the permitted use.
- 12.6** In using the premises not to do, allow, or acquiesce in anything that may -
 - (a) be illegal; or
 - (b) create noise levels above those acceptable from time to time for the permitted use and in any event not use radio, television or other media at a volume audible outside the premises; or
 - (c) create a danger or health risk to those on the premises or to the public; or
 - (d) create a nuisance or disturb an owner or occupier of adjacent premises or nearby property; or
 - (e) result in structural loadings being exceeded; or
 - (f) adversely affect the landlord's insurance resulting in -
 - (i) a policy becoming void or voidable; or
 - (ii) a premium or deductible being increased; or
 - (iii) a claim being rejected.
- 12.7** Not to permit, allow, or acquiesce in an animal, fish, bird, or reptile being on the premises.
- 12.8** Not to conduct, allow or acquiesce in an auction at or from the premises, without the prior written consent of the landlord or the managing agent.
- 12.9** Not to hold, allow or acquiesce in the holding of a public meeting at, in or from the premises, without the prior written consent of the landlord or the managing agent.

13. Occupational Health and Safety Act 2004 (OHSA)

- 13.1** The tenant acknowledges and agrees it has management and control of the premises for the purposes of the OHSA.
- 13.2** To observe and comply with the requirements imposed on the tenant by the OHSA. In particular and without limiting the generality of the foregoing, the tenant will maintain free of obstruction all means of entry and exit at, and so far as is reasonably possible in the immediate vicinity of, the premises.
- 13.3** To give written notice to the landlord or to the managing agent as soon as possible on becoming aware of an actual or a potential issue at, or in the vicinity of, the premises affecting occupational health and safety.
- 13.4** To hold the landlord and the managing agent indemnified against all costs, expenses, claims, demands, actions, judgements, or orders incurred by or made against the landlord or the managing agent in connection with or in relation to the tenant's failure to observe and comply with the requirements imposed on it by the OHSA and regulations and by this clause.



14. Assignment and sub-letting

14.1 Section 144 of the Property Law Act 1958 does not apply to this lease.

14.2 Not to -

- (a) assign; or
- (b) sub-let; or
- (c) licence; or
- (d) part with occupation of

the premises or the tenant's legal or equitable interest in the premises unless the landlord or the managing agent has in each instance given prior written approval.

14.3 Subject to clause 14.4, the landlord or the managing agent will not unreasonably refuse approval.

14.4 It is not unreasonable for the landlord or the managing agent to refuse approval if -

- (a) the Act will then apply, if it did not apply when consent was sought;
- (b) the permitted use is to change;
- (c) the tenant has unpaid rent or outgoings;
- (d) the tenant has not made good a notified default;
- (e) no, or insufficient, details about the assignee, sub-tenant, licensee or person who will occupy the premise are provided;
- (f) the landlord or the managing agent is of the reasonable opinion the assignee, sub-tenant, licensee or person who will occupy the premises lacks sufficient means, ability, or business experience to carry on the permitted use - or, if it is proposed the permitted use be changed, the permitted use as proposed - and comply with the lease, on the basis of information provided;
- (g) the documents for the assignment, sub-letting, licensing, or parting with occupation are not reasonably acceptable to the landlord, the landlord's managing agent, or Australian legal practitioner or conveyancer;
- (h) all reasonable costs and expenses incurred by the landlord in relation to or in connection with giving approval have not been paid by the tenant;
- (i) the tenant, the assignee, sub-tenant, licensee or person taking occupation of the premises has not signed the documents for the transaction, at the time the landlord is to sign the documents;
- (j) the tenant or a guarantor of the tenant will be released from their obligations on the assignment, sub-lease, licence, or parting with occupation;
- (k) if the assignee, sub-tenant, licensee or person taking occupation of the premises is required to provide a guarantee and indemnity in favour of the landlord, the guarantee and indemnity is not in a form approved by the landlord's Australian legal practitioner.



15. Reletting, sale and other rights of entry

15.1 To allow -

- (a) the affixing of "For Lease" and "For Sale" / "Auction" signs to the premises, in positions that do not unreasonably interfere with the tenant's business; and also
- (b) on receiving 24 hours prior written notice, prospective tenants or purchasers, on being accompanied by the landlord or the managing agent, and also valuers, who do not have to be accompanied, to enter and inspect the premises at reasonable times and when doing so to make photographic and video images of the premises; and also
- (c) on receiving 24 hours prior written notice, except if there is an emergency in which case no prior notice is required, others having a contractual right, under a contract with the landlord or the managing agent, to come on to and remain on the premises from time to time with necessary personnel, plant, equipment and materials for the purposes of attending to the landlord's obligations under this lease or obligations under laws applicable to the premises or the building,



16. Security deposit

- 16.1** Before taking possession of, or being provided with occupation of, the premises and thereafter from time to time during the term or any period of over holding to provide a security deposit in cash or a bank guarantee, as may be required by the landlord, in the amount specified in the Schedule.
- 16.2** A bank guarantee provided as the security deposit will be -
- (a) in a form reasonably required by the landlord or the managing agent and which does not specify an expiry date;
 - (b) provided by a bank listed by the Australian Prudential Regulation Authority as -
 - (i) an Australian-owned bank; or
 - (ii) a foreign subsidiary bank; andin either case
 - (iii) must have an office at Melbourne at which payment will be made, on presentation of the bank guarantee;
 - (c) handed to the landlord or the managing agent as provided in clause 16.1
- 16.3** The landlord or the managing agent will hold the security deposit and may use it if-
- (a) a payment to be made by the tenant to the landlord is not made within 14 days of the due date for payment;
 - (b) a default is not made good as required by notice;
 - (c) the premises are not returned to the landlord in the required condition when this lease or any overholding ends.
- 16.4** The landlord or the managing agent is not required to advise the tenant before using the security deposit.
- 16.5** To maintain the security deposit at the required amount during the term and any over-holding.
- 16.6** If the security deposit is not sufficient to -
- (a) meet a payment; or
 - (b) make good a default; or
 - (c) put the premises into the required condition
- to pay the additional amount required to do so on demand.
- 16.7** Not to fail or refuse to make a payment because it may be met in part or entirely from the security deposit.
- 16.8** If the security deposit is provided in cash, not to permit, allow or acquiesce in a financing statement being registered over it, except by the landlord.
- 16.9** To provide information, sign documents and do anything else required to allow the landlord to -
- (a) register a financing statement over the security deposit; or
 - (b) either comply with obligations or enforce rights or both under the PPSA
- and even though this lease has expired or come to an end.
- 16.10** Notice of a verification statement under section 157(1) of the PPSA is not required.
- 16.11** If in the reasonable opinion of the landlord or the managing agent the premises are in a clean and tenable condition at the date on which the tenant vacates and the tenant has otherwise complied with the tenant's obligations, the security deposit will be repaid or the bank guarantee returned within 14 days after the date on which the landlord or the managing agent determine the premises are in such a condition.



17. Interest

17.1 To pay interest on any monies payable to the landlord which are not paid on the due day for payment (monies overdue), if demanded.

17.2 The rate of interest will be that fixed from time to time under section 2 of the Penalty Interest Rates Act 1983.

17.3 Interest will be calculated and charged on the monies overdue from time to time beginning on the day after the day on which payment is due to and including the day on which the monies overdue are paid in full.

18. Landlord's costs and expenses / stamp duty

18.1 To pay, or to repay, on demand: -

(a) The landlord's reasonable managing agent's, legal or conveyancer's costs and out-of-pocket expenses incurred in connection with -

(i) the negotiation, preparation, settling and signing of this lease;

(ii) a default by the tenant;

(iii) a request to give or obtain a consent or an approval, whether or not given or obtained;

(iv) a variation, surrender or assignment of this lease;

(v) a renewal of this lease;

(b) Stamp duty (if any) assessed in connection with this lease or a renewal of it.

18.2 If the Act applies, the landlord may only recover costs and out-of-pocket expenses as permitted by the Act.

The landlord covenants and agrees with the tenant as follows -

19. Quiet enjoyment

19.1 If the tenant -

(a) pays the rent, outgoings and other expenses payable by the tenant under the terms of this lease when due; and

(b) carries out and complies with the tenant's other obligations the tenant may, subject to the rights of entry set out in this lease, occupy and use the premises for the permitted use during the term and any over-holding without interruption by the landlord or a person rightfully claiming through, under, or in trust for the landlord.

20. Access to the premises

The tenant may use in common with others the usual means for entering and leaving the premises, during the term or any over-holding.

21. Insurance

To provide the tenant with details of insurance covers taken out by the landlord in relation to the premises, on receiving written request.

The landlord and the tenant covenant and agree with each other as follows -

22. Over-holding

22.1 If the tenant does not have an option to renew this lease for a further term or if having an option to renew does not exercise it in the required manner, then if at least 3 months before the term expires, unless otherwise agreed in writing -

(a) the tenant has not given the landlord written notice of intention to vacate the premises; or

(b) The landlord has not given the tenant a written notice requiring possession of the premises on the day after the day on which the term expires -

(i) the tenant will be a tenant from month-to-month; and



- (ii) on the terms and conditions of this lease, so far as they are applicable to a monthly tenancy; and
- (iii) the monthly rent will be the same as that payable when the term expired, unless otherwise agreed; and
- (iv) the landlord may vary the monthly rent on giving one month's prior written notice; and
- (v) the landlord or the tenant may end the tenancy at any time by giving three months prior written notice.

23. Further term

23.1 If the tenant may renew this lease for a further term as specified in the Schedule, the tenant may do so if -

- (a) rent and other payments to be made by the tenant are not in arrears; and
- (b) there is no un-remedied default of which written notice has been given by the landlord; and
- (c) there have been no persistent defaults during the term of which written notices have been given by the landlord; and
- (d) written notice of the renewal dated and signed by the *tenant is given to the landlord or the managing agent not more than 3 months before and no later than 5:00 pm on the last day to exercise the option set out in the Schedule. (*if there is more than one tenant, each must sign the notice)

23.2 The lease for the further term will be on the terms and conditions of this lease, except -

- (a) this clause 23 will be omitted, if there is no further term; or
- (b) if there is a further term(s) remaining, the lease will be altered to omit the renewed further term;
- (c) if the rent for the further term is to be agreed and there is no agreement within 30 days before the commencement date of the further term then - unless before the 30 days ends some other period of time has been agreed for concluding an agreement about the rent - the rent for the further rent will be determined as set out in clause 24.2.

24. Review of the rent to market

24.1 The rent -

- (a) then payable on the terms of this lease; or
- (b) the rent as agreed or determined for the then current further term

will be reviewed to the current market rent of the premises (the rent) on each market review date specified in the Schedule.

24.2 If the Act does not apply and the rent for a further term has not been agreed as provided in clause 23.2 (c) or within 60 days after a market review date, the rent will then be determined, as follows -

- (a) the landlord or the tenant or both may apply to the REIV for the appointment of a valuer to determine the rent;
- (b) the landlord and the tenant will co-operate with one another and with the REIV and do all things required by the REIV so the appointment of a valuer can be made with a minimum of delay;
- (c) the landlord and the tenant will each pay fifty percent (50%) of the fees and expenses of the REIV in making the appointment and of the valuer in determining the rent, unless other percentages are agreed in writing. If either of them neglects or refuses to pay their share, or a part of it, the other may do so on their behalf and recover the payment on the basis of an account stated;
- (d) the valuer will determine the rent as an expert, on formally accepting the appointment;
- (e) in determining the rent the valuer will not take into account improvements, fixtures and fittings -
 - (i) paid for by the tenant; and
 - (ii) installed by or for the tenant in connection with the permitted use, with the landlord's consent; and
 - (iii) that the tenant has the right to remove when this lease endsunless the landlord and the tenant agree otherwise in writing.



- (f) the landlord and the tenant will co-operate with one another and with the valuer in providing access to the premises and to documents and information in their possession or under their control which the valuer considers relevant to the review;
- (g) subject to sub-clause (d), the valuer will provide the landlord and the tenant with a written determination within a reasonable time;
- (h) the determination must have reasons and set out matters taken into account in the making of it;
- (i) the determination will be final and binding on the landlord and the tenant;
- (j) if the rent has not been agreed or determined by a review date, the tenant will continue to pay the rent then current;
- (k) On the next day for payment of rent following the rent being agreed or the valuer's determination being provided any adjustment required will be made.

25. CPI adjustment of the rent

25.1 On each date specified in the Schedule (adjustment date) the rent will be adjusted in line with movements in the CPI using the formula -

R equals A multiplied by B divided by C

Where -

"R" is the adjusted rent payable from the adjustment date;

"A" is the rent payable immediately before the adjustment date;

"B" is the CPI for the quarter ended immediately before the adjustment date;

"C" is the CPI for the quarter ended immediately before the previous adjustment date or if there is no previous adjustment date, immediately before the commencement date.

25.2 If the CPI for the quarter ended immediately before the adjustment date is not published until after the adjustment date, the adjustment will be made as soon as possible following publication, with the adjustment taking effect on and from the adjustment date. Pending the adjustment, the tenant must continue to pay the rent then current. On the next date for payment of rent following the adjustment, any under payment or over payment will be paid or credited respectively, as the circumstances require.

25.3 If the base of the CPI is changed between the commencement date and the first adjustment date or between the adjustment dates any necessary alterations must be made to preserve the continuity of the calculations.

25.4 If the ABS ceases to publish the CPI the adjustment will be made using the index or other publication substituted for it, any changes being made to preserve the continuity of the calculations. If no index or publication is substituted, the landlord and tenant will agree on an alternative index or publication within 14 days of the adjustment date. If there is no agreement, either the landlord or the tenant or both will request the President of the REIV or his or her nominee (acting as an expert) to determine an appropriate index or publication which reflects changes in the cost of living at Melbourne. The determination will be final and binding.

26. Fixed rent increases

26.1 On each rent increase date specified in the Schedule the annual rent then payable will be increased by the stated percentage or amount.

26.2 On the next day for payment of rent following the rent being increased, the required adjustment will be made.

27. Damage to and destruction of the premises

27.1 If during the term or a period of over holding -

- (a) the premises or a part of the premises are totally or partly damaged or destroyed by any cause so as to be unfit for use and occupation by the tenant; and

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- (b) the event causing the damage or destruction was not caused or contributed to by the default of the tenant ; and
- (c) any policy of insurance effected by the landlord has not been vitiated or payment or renewal refused as a result of an act, neglect, or default of the tenant -

then the rent and outgoings - or a fair and reasonable proportion having regard to the nature and extent of the damage or destruction or to any interference with the permitted use of premises by the tenant - will be suspended or cease to be payable, so long as the premises are unfit for occupation and use.

27.2 If there is a dispute about the proportion or the period of abatement the landlord and the tenant agree it will be referred to arbitration under the Commercial Arbitration Act 2011 and abatement will be in full satisfaction of all claims for damages by the tenant against the landlord.

27.3 Notwithstanding clause 27.2, if the premises are totally or substantially destroyed and not re-instated within 3 months from the date on which the destruction occurred the landlord or the tenant may by written notice elect to end this lease and from the date of the giving of the notice all claims under this lease, except for those which have arisen before that date, will be at an end.

28. Cessation of building services

Except in the case of voluntary withdrawal by the landlord or provided by the Act (if applicable), no damages, compensation or abatement of the rent will be claimed by the tenant or allowed by the landlord for the cessation of, damage to, or the failure or breakdown of any services provided in or to the building. "Services" include, but are not limited to, electricity, gas, water, sprinklers, alarms, pumps, air conditioning, heating, cooling or ventilation equipment, hot water service, cleaning, lifts or escalators.

29. Personal Property Security Act 2009 (PPSA)

29.1 The landlord and the tenant agree this lease is a security interest for the purposes of the PPSA.

29.2 The tenant will not register or allow or acquiesce in the registration of financing statement by any person, with the exception of the landlord, for goods provided by the landlord at or in connection with the premises.

29.3 The landlord may register a financing statement for a security interest arising because of this lease over goods provided by the landlord at or in connection with the premises, or the tenant's fixtures, fittings and/or goods not removed from the premises when this lease ends that are personal property.

29.4 The tenant waives the right to receive a notice in relation to registration events to which section 157(1)(a) of the PPSA applies.

29.5 The landlord and the tenant agree they will not disclose information in the nature of that referred to in section 275(1) of the PPSA.

29.6 When this lease ends and the tenant has vacated the premises and returned them to the landlord in the condition required by this lease (or as may be otherwise agreed in writing), or on an assignment in accordance with the terms of this lease the landlord will register a financing change statement for a security interest of the landlord, with the exception of a security interest registered for goods provided by the landlord at or in connection with the premises.

29.7 The tenant will sign all documents and do all things necessary to allow the landlord to register a financing statement and enforce its rights and meet its obligations under the PPSA and this clause. If the tenant is an individual, the tenant will provide his or her date of birth and a certified copy of his or her current driver's licence or birth certificate in confirmation. The landlord will not use the certified copy for any other purpose and will return it to the tenant on request.

29.8 The tenant will pay on demand the landlord's reasonable costs and expenses incurred in relation to or in connection with matters referred to in this clause.



30. Indemnity by the tenant

The landlord will not be liable for any damage or injury to the premises or to the tenant or the tenant's property or to the property of the tenant's employees, contractors, agents, licensees or invitees as a result of any happening not attributable to the negligence of the landlord. To the extent permitted by law, the tenant indemnifies and agrees to keep the landlord indemnified in respect of and in connection with all claims, actions, suits, demands, judgements or costs arising from or related to such damage or injury.

31. Notices

31.1 A notice to be given by the landlord or the tenant is to be in writing and is to be dated and signed by the giver of it.

31.2 A notice is given to the party to whom it is addressed (recipient) by -

- (a) delivering it; or
- (b) posting it by pre-paid post; or
- (c) sending it by electronic communication (email)

to the address or to the email address (as the case requires) of the recipient, set out in the Schedule.

31.3 A notice that is delivered is given on delivery. But if delivery takes place outside normal business hours the notice is deemed given at 9:00 am on the next business day at the place of delivery.

31.4 A notice that is posted is given -

- (a) if posted by express post, on the next business day; or
- (b) if posted by priority post, on the fourth business day; or
- (c) if posted by regular post, on the sixth business day

after the day on which the notice is posted.

31.5 A notice sent by email is given when it first becomes capable of being retrieved as provided in section 13A (2) of the Electronic Transactions (Victoria) Act 2000. If that occurs outside normal business hours the notice is deemed given at 9:00 am on the next business day.

31.6 For the purpose of giving a notice -

- (a) "normal business hours" means between the hours of 9:00 am and 5:00 pm inclusive on a business day; and
- (b) "business day" means a day other than Saturday, Sunday or a day declared as a public holiday at the street address of the recipient set out in the Schedule.

32. Electronic Transactions (Victoria) Act 2000 (ETVA)

32.1 For the purposes of Part 2, Division 2, section 8 of the ETVA the landlord and the tenant acknowledge it is reasonable to expect that information or a notice or both to be given by either of them to the other by means of an electronic communication will be readily accessible so as to be useable for subsequent reference and consent to information or a notice or both being given to them by means of an electronic communication.

32.2 For the purpose of the giving of a notice which requires a signature and will be given in the body of or as an attachment to an email, the signature of the person to the notice will be a sufficient signature if typed in a legible font.

33. Rules

33.1 The landlord or the managing agent on behalf of the landlord may make rules or regulations or both for the management, use, or occupation of the Building or for all these purposes, but they must not be inconsistent with the rights of the tenant as set out in this Lease or the Act, if the Act applies.

33.2 The landlord or the managing agent on behalf of the landlord may revoke or alter rules or regulations or substitute other rules or regulations for those then current.



33.3 The tenant will from time to time comply with the rules or regulations and rules of an owners corporation (if applicable) - whether original, altered or substituted - starting on the date of being given notice of them.

4. Defaults by the tenant

34.1 The landlord may terminate this lease by re-entry or forfeiture if the tenant fails to remedy a breach of this lease within 14 days after being given a notice complying with section 146(1) of the Property Law Act 1958, but no notice is required before re-entry or forfeiture in the case of non-payment of rent.

34.2 The tenant is in breach of this lease if -

- (a) the rent or outgoings or both are not paid on the due dates for payment although no legal or formal demand has been made; or
- (b) the tenant otherwise fails to observe and perform the covenants on its part to be observed and performed;
- (c) being a company -
 - (i) an order is made or a resolution passed for its winding-up, other than for the purposes of reconstruction or amalgamation; or
 - (ii) a provisional receiver, receiver, or receiver and manager is appointed; or
 - (iii) it is placed under official management; or
 - (iv) it goes into liquidation; or
 - (v) control of the company changes, without the prior written consent of the landlord, unless the tenant is a company listed on an Australian stock exchange in which case consent is not required;
- (d) the tenant fails to satisfy a judgement entered against it within the time specified in the judgement to do so;
- (e) the tenant being an individual commits an act of bankruptcy;
- (f) a guarantor of the tenant who is an individual commits an act of bankruptcy or, if the guarantor is a company, any of the matters set out in clause 34.2 (c) occurs.
- (g) the tenant ceases to use premises for the permitted use or permits or acquiesces in the premises ceasing to be used for the permitted use;
- (h) the tenant closes the premises during normal business hours for the permitted use or permits or acquiesces in the premises being closed for business during normal business hours for the permitted use;
- (i) the premises are unoccupied for a period exceeding 14 days during the term or a period of over holding.

34.3 If the landlord terminates this lease, the landlord may sue the tenant for unpaid monies or damages or both, including for damages representing the benefit of this lease receivable if the term had continued and expired by the passing of time.

15. Repudiation of this lease by the tenant

Clauses 1, 2, 3, 4, 5, 6, 9, 12, 14 and 16 are essential provisions of this lease. If the tenant breaches an essential provision it is a repudiation which the landlord may accept. If the landlord does not accept a repudiation of an essential provision it does not prevent the landlord accepting a subsequent repudiation of the same or another essential provision.

16. Disputes

36.1 A dispute must be resolved in accordance with Part 10 of the Act, if the Act applies.

36.2 A party to a retail tenancy dispute may be represented by a legal practitioner or practitioners of their choice, unless the dispute is one to which clause 36.3 applies.

36.3 A dispute between the tenant and another tenant or occupier of the Building about the use of the premises or the Building must be promptly referred by the tenant to the landlord or the landlord's managing agent for determination. Unless the Act applies, the determination of the landlord or the landlord's managing agent will be binding and the tenants or occupiers have no right to legal representation.



36.4 In determining a dispute under clause 36.3, the landlord or the managing agent is not required to strictly comply with the rules of natural justice and the laws or rules of evidence do not apply and they may inform themselves as they see fit with the intent the dispute will be determined in a reasonable manner as speedily, informally, and inexpensively as possible.

37. Goods and Services Tax

37.1 "GST" means GST within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 as amended (GST Act).

37.2 Expressions used in this clause 37 and the GST Act have the same meaning as in the GST Act.

37.3 Except where this Lease states otherwise, each amount payable by a party under this Lease in respect of a taxable supply by the other party is expressed as a GST exclusive amount and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.

37.4 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 37.3 on account of the landlord's GST liability.

37.5 A party is not obliged, under clause 37.3, to pay GST on a taxable supply to it under this Lease, until given a valid tax invoice for the supply.

37.6 If during the term or period of over holding the landlord registers, or is required to be registered, for GST under the GST Act, then on and from the date the landlord registers, or is required to be registered, for GST under the GST Act clauses 37.3, 37.4 and 37.5 will apply to each amount payable by a party under this lease in respect of a taxable supply by the other party or an amount payable by the tenant in respect of a creditable acquisition.

38. Definitions and interpretation

In this Lease, unless otherwise required by the context or subject matter -

"ABS" means the Australian Bureau of Statistics or its successors.

"acquiesce in" / "acquiesced in" means the tenant has failed to take reasonable measures which, if taken, would have prevented the act, matter or thing which led to a breach of the tenant's obligations under this lease.

"Act" means the Retail Leases Act 2003.

"act of bankruptcy" has the meaning given in section 40 of the Bankruptcy Act 1966.

"bank guarantee" means a guarantee by an authorised deposit taking institution under the Banking Act 1959.

"building" means the building of which the premises forms a part.

"control" has the meaning given in section 50AA of the Corporations Act 2001.

"court" includes a tribunal.

"CPI" means the Consumer Price Index, Australia All Groups Index numbers for Melbourne as published by the ABS.

"electronic communication" has the meaning given in section 3 of the Electronic Transactions (Victoria) Act 2000.

"essential safety measure" has the meaning given in regulation 1202 of the Building Regulations 2006.

"information" when used in relation to an electronic communication has the meaning given in section 3 of the Electronic Transactions (Victoria) Act 2000.

"landlord" means the individual or corporation or incorporated association or one or more of them referred to in the Schedule and includes the assignees, executors, administrators, or successors of the landlord and the reversioner immediately expectant on the Term.

"REIV" means The Real Estate Institute of Victoria Ltd ACN 004 201 897 or its successors.

"sign" includes advertisement.

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"tenant" means the individual or corporation or incorporated association or one or more of them referred to in the Schedule and includes the executor, administrator, and permitted assignee of the tenant and where the context permits includes an employee, agent, contractor, licensee, or invitee of the tenant.

"then applicable Australian Standard" means that published by Standards Australia Limited ACN 087 326 690 or its successors.

"writing" includes all modes of representing or reproducing words, figures, or symbols in a visible form and expressions referring to writing are to be read accordingly.

If the landlord or the tenant or both comprise two or more individuals or corporations or incorporated associations the covenants and obligations their part apply to them jointly and to each of them individually.

No waiver by the landlord or the tenant of a breach of the terms of this lease by the other will operate as a waiver of another breach of the same or of another term, condition, or covenant.

References to an Act includes a reference to orders, declarations, ordinances, regulations, rules, by-laws, or guidelines made under it and to all amendments, modifications, re-enactments, consolidations, or replacements.

The singular includes the plural and vice versa.

The masculine gender includes the female and neuter genders.

If it is necessary to determine priority between the provisions of this lease, the priority is -

- the content, if any, of the Special Conditions Schedule; then
- the content of the Schedule; then
- the respective covenants of the landlord and the tenant.

This Lease is to be interpreted so it does not infringe Acts of the Commonwealth or Victorian Parliaments or any subordinate legislation made under them. If a provision does infringe, it will be read down, but only to the extent necessary, so it does not infringe and will otherwise remain operative, so far as possible in the circumstances. If it cannot be read down, it will be disregarded. If a provision is disregarded or held invalid by a court, the remainder of this Lease will continue in force.

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IMPORTANT REMINDER

Make sure this dated and signed document is securely attached to each part of the lease to which it applies, as soon as it has been signed by the guarantor(s).

GUARANTEE

- In consideration of the landlord named in the attached lease (lease) having agreed at the request of the guarantor named in the Schedule (guarantor) to enter into the lease with the tenant named in the lease (tenant), the guarantor **GUARANTEES** the performance by the tenant of all the terms, covenants and conditions contained in the lease and the punctual payment by the tenant to the landlord of the rent and all other monies payable by the tenant under the lease and all costs and damages which may be payable by the tenant on a default, repudiation or otherwise.

INDEMNITY

- As a separate and independent obligation, the guarantor **INDEMNIFIES** the landlord and agrees to keep the landlord indemnified against all loss arising out of or relating to the lease including without limitation all losses, costs, charges, damages and expenses which the landlord may incur for or by reason of a default by the tenant or by reason of the termination of the lease for any reason and further agrees that any monies which are not recoverable for any reason (including without limitation disability, immunity, infancy, incapacity or any statute of limitations), whether or not the landlord knew or ought to have known, shall be recoverable from the guarantor as sole or principal debtor and shall be paid to the landlord on demand.

FURTHER AGREEMENTS BY THE GUARANTOR

- The guarantor agrees the liability of the guarantor will not be abrogated, prejudiced or affected by -
 - a postponement, forbearance or other concession granted to the tenant or to any other person nor any compounding for full or partial release or discharge of the tenant or any other person from liability under this guarantee and indemnity or from any other right of the landlord against the tenant or any compromise, abandonment, waiver, variation, relinquishment or renewal of the lease, any securities or assets or by any act, neglect or omission by the landlord in exercise of the powers or discretions vested in the landlord by or under the lease;
 - a judgement against the tenant in any court or tribunal;
 - the liquidation or act of bankruptcy of the tenant or any other person;
 - any other person or corporation whether or not named in this guarantee and indemnity giving or failing to give an indemnity or guarantee of the tenant's obligations to the landlord;
 - the liability of the tenant ceasing for any cause or any indemnity, guarantee or security to secure the obligation being released or discharged or being void, defective or informal;
 - an assignment by the tenant of its legal or equitable interest in the lease to another person or corporation;
 - any alteration, variation, addition, or modification to or of the lease or this guarantee and indemnity and whether or not the lessee or the guarantor or the both of them have specifically agreed or consented;
 - the failure or omission by the landlord to give notice to the guarantor of any default by the tenant under the lease; or
 - anything else which under the law relating to sureties would, but for this provision, have the effect of releasing the guarantor.
- This guarantee and indemnity is a continuing guarantee and indemnity and will remain in full force and effect until the full amount for which the guarantor is liable under the lease has been paid to the landlord and will be enforceable by the landlord without first taking any steps or proceedings against the tenant. Notwithstanding the termination or expiration of the lease, the landlord may determine if and when it will enforce or refrain from enforcing this guarantee and indemnity.
- The liability of the guarantor under this guarantee and indemnity extends to all amounts which -
 - may be payable by the tenant to the landlord for any period during which the tenant overholds under the lease or

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otherwise remains in occupation of the premises notwithstanding that the term has expired or may have been terminated;

- (b) may be payable by the tenant to the landlord under an equitable lease which may arise on the exercise by the tenant of an option for a further term contained in the lease; or
 - (c) the landlord has been paid by the tenant but which the landlord is obliged to repay on the ground of preference or otherwise.
6. The guarantor covenants that there is a benefit accruing to the guarantor as a result of the landlord entering into the lease with the tenant.
7. Any notice required or permitted under this guarantee and indemnity will, in addition to any other method prescribed by law, be deemed to have been validly given in accordance with the notice provisions in clause 31 of the lease and clauses 31 and 32 of the lease are incorporated mutatis mutandis into this guarantee and indemnity.
8. It is the intention of the parties that where the context so admits -
- (a) the singular includes the plural and vice-versa;
 - (b) the use of one gender includes the other genders;
 - (c) the expressions "guarantor", "landlord" and "tenant" when used in reference to an individual or individuals, will be deemed to include and also refer to his, her or their respective heirs or personal representatives and transferees and when used in reference to a corporation will be deemed to include and also refer to the successors and permitted assignees of the corporation;
 - (d) the expression "landlord" will also include the registered proprietor or proprietors from time to time of the premises referred to in the lease;
 - (e) a reference to "liquidation" includes official management, receivership, appointment of an administrator, deregistration, winding-up, dissolution, assignment for the benefit of or compromise, arrangement, composition or moratorium with creditors generally or any class of creditors, deed of company arrangement, scheme of arrangement, insolvency, bankruptcy or similar procedure or, where applicable, changes in the constitution of any partnership or person or death;
 - (f) If there is more than one guarantor, the liability of the guarantors is joint and individual.

Code 142

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SCHEDULE

Guarantor

Name **Santhusha Wijekoon**
(insert name in full)

Address **482 Riverside Avenue, Mildura, VIC**
(Post office box not acceptable)

Postcode **3500**

Email **santhusha2005@yahoo.com**

Guarantor

Name **Brett McKinnon**
(insert name in full)

Address **5 Rake Place, Mildura, VIC**
(Post office box not acceptable)

Postcode **3500**

Email **brettmckinnon1@me.com**

EXECUTED by the guarantor as a deed and dated:

31 / 10 / 2019

Signed sealed and delivered by **Santhusha Wijekoon**

[Handwritten signature of Santhusha Wijekoon]

In the presence of
Witness Name: **BILLINDA LEE**

[Handwritten signature of Billinda Lee]

EXECUTED by the guarantor as a deed and dated:

31 / 10 / 2019

Signed sealed and delivered by **Brett McKinnon**

[Handwritten signature of Brett McKinnon]

In the presence of
Witness Name: **BILLINDA LEE**

[Handwritten signature of Billinda Lee]

Code 144

Commercial Lease Schedule[®]



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ABOUT THIS SCHEDULE

This is a standard form document which forms part of the REIV copyright Commercial Lease (Code 143). The printed, standard wording may need to be altered when completing the Schedule to record a lease, as negotiated. Alterations to the printed, standard wording should be recorded in the Special Conditions Schedule not by making changes to the Schedule itself. Depending on circumstances, it may be prudent to obtain professional help when completing this Schedule. Ensure the completed Schedule is attached to each part of the lease, at the time the lease is signed.

Landlord advice to the tenant

The landlord advises the tenant this Schedule is in the copyright format published by The Real Estate Institute of Victoria Ltd as at the date printed/version at the foot of the first page, unless there are alterations or additions or both which appear in the Special Conditions Schedule. The tenant is advised to check the Special Conditions Schedule, before signing this lease.

Date of this Lease: 29 / 10 / 20 19

Landlord: TCR Earthmoving & Concreting Pty Ltd

Contact Person: **Ty Ransom**

Address: **873 Karadoc Avenue, Irymple VIC**

Postcode: **3498**

ACN: _____

ABN: **16 161 150 921**

Phone: _____

Mobile: _____

Fax: _____

Email: _____

Tenant: Silverline Health Care Pty Ltd

Contact Person: **Brett McKinnon & Santhusha Wijekoon**

Address: **153 Madden Avenue, Mildura VIC**

Postcode: **3500**

ACN: _____

ABN: **49 636 865 828**

Phone: _____

Mobile: _____

Fax: _____

Email: _____

Managing Agent: Collie & Tierney (Mildura) Pty Ltd

Managing Agent: **Ashley Spencer/Tyler Martin**

Address: **67 Lime Avenue, MILDURA VIC**

Postcode: **3500**

ACN: _____

ABN: **38 005 110 118**

Phone: **03 5021 2200**

Mobile: _____

Fax: **03 5021 1213**

Email: **commercial@colleandtierney.com.au**

Premises*: 153 Madden Avenue, Mildura VIC 3500

(*attach plan to each part of this lease, if applicable)

Term: Three (3) years

Commencement date of the term: 01 / 01 / 20 20

Landlord's fixtures and fittings (Cl 5.1(a)): Air Conditioning, Floor Coverings, Hot water service, Lighting, Plastered Walls, Shop front, Suspended Ceiling, Reception Counter

Code 144

Commercial Lease Schedule ©



(*if insufficient space, attach extra page(s))

Further term(s) (CI 23): Two (2) further terms of five (5) years each

Last date to exercise option to renew for the next further term (CI 23.1 (d)): 30 / 09 / 20 22

Commencement date of the next further term (CI 23): 1st January 2023

Commencing rent* (CI 1): \$53,000.00 Per Annum / ~~Per Calendar month**~~**

*the rent is exclusive of GST unless "GST inclusive" or "GST is not payable on the rent" appears in the box:

GST exclusive

Rent commencement date (CI 1): 01 / 02 / 20 20

Landlord's loss of rent and outgoings insurance period (CI 2.1 (h)): months.

Landlord's public liability insurance cover (CI 2.1 (h)): \$

Outgoings excluded (CI 2.1): Building Insurance

Outgoings, manner of apportionment (CI 2.3): 100% of Mildura Rural City Council Rates and Charges, Lower Murray Water Rates and Charges, including Water by Measure, Plate Glass & Public Liability Insurance

The proportion that the lettable area of the premises bears to the lettable area of the building (CI 2.4(a)): 100%

Building operating expenses, apportionment (CI 3.2(a)): 100%

Permitted use (CI 12.2): Medical Centre

Security deposit(CI.16.1): of *\$ _____ or *equivalent to 1.0 months rent plus GST.

(*complete the one required and delete the other)

the security deposit will be provided in cash, unless "bank guarantee" appears in the box:

Market rent review dates (CI 24.1): At commencement of options

CPI adjustment of rent dates (CI 25.1): Annually on the anniversary of the lease start date

Fixed rent increases percentage or amount (CI 26.1): N/A

Fixed rent increases dates (CI 26.1): N/A

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Executed as a deed and if by a corporation, in the manner referred to in section 127 of the Corporations Act 2001.

Signed sealed and delivered by the landlord TCR Earthmoving & Concreting Pty Ltd

Director Name: Ty RANSOME

[Handwritten signature of Ty Ransome]

Director/Company Secretary Name:

in the presence of Witness Name: Ash Spence

[Handwritten signature of Ash Spence]

Signed sealed and delivered by the tenant Silverline Health Care Pty Ltd

Director Name: BRETT MCKINNON

[Handwritten signature of Brett McKinnon]

Director/Company Secretary Name: SANTHUSHA WIJERKON

[Handwritten signature of Santusha Wijerakon]

in the presence of Witness Name: BILLINDA LEE

[Handwritten signature of Billinda Lee]

SCHEDULE 1

**LANDLORD'S DISCLOSURE STATEMENT—RETAIL
PREMISES NOT LOCATED IN RETAIL SHOPPING
CENTRES**

by the Landlord under section 17(1)(a) and section 61(5) of the
Retail Leases Act 2003

NOTE

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

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

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

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

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

**DISCLOSURE STATEMENT
by the Landlord**

| | |
|------------------|---|
| Landlord: | TCR Earthmoving & Concreting Pty Ltd |
| Tenant: | Silverline Health Care Pty Ltd(ABN: 49 636 865 828) |
| Premises: | 153 Madden Avenue, Mildura |

Retail Leases Regulations 2013
S.R. No. 41/2013

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PART 1 PREMISES

1 Premises details

- 1.1 Street address of premises
153 Madden Avenue, Mildura, VIC 3500
[insert street address of premises and, as applicable, shop number, name of the building in which the premises is located, street address of the building]
-
- 1.2 Plan of premises (if available)
N/A
[Insert description of premises by reference to a prepared plan. Attach the plan to this disclosure statement as per item 23.1.]
-
- 1.3 Lettable area of premises 300 m²
Actual/Estimate
Will a survey be conducted? Yes
 No
-
- 1.4 Existing structures, fixtures, plant and equipment in the premises, provided by the landlord (excluding any works, fit out and refurbishment described in Part 3)
[select as appropriate]
- | | |
|--|--|
| <input checked="" type="checkbox"/> air conditioning | <input checked="" type="checkbox"/> plastered walls |
| <input type="checkbox"/> cool room | <input checked="" type="checkbox"/> shop front |
| <input checked="" type="checkbox"/> floor coverage | <input type="checkbox"/> sink |
| <input type="checkbox"/> grease trap | <input type="checkbox"/> sprinklers |
| <input checked="" type="checkbox"/> hot water service | <input checked="" type="checkbox"/> suspended ceilings |
| <input checked="" type="checkbox"/> lighting | <input type="checkbox"/> telephone |
| <input type="checkbox"/> mechanical exhaust | <input type="checkbox"/> water supply |
| <input checked="" type="checkbox"/> painted walls | <input type="checkbox"/> waste |
| <input type="checkbox"/> electrical distribution load (3 phase) | |
| <input type="checkbox"/> electrical distribution load (single phase) | |
| <input type="checkbox"/> separate utility meter—gas | |
| <input type="checkbox"/> separate utility meter—water | |
| <input type="checkbox"/> separate utility meter—electricity | |
| <input checked="" type="checkbox"/> other -- Reception Counter | |
-
- 1.5 Services and facilities provided by the landlord for the benefit of the premises (for example, security services, cleaning)
-

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| | | |
|----------|---|---|
| 2 | Permitted use | |
| 2.1 | Description of permitted use Medical Clinic <i>[Note: the tenant should investigate if the proposed use of the premises is permitted under planning laws.]</i> | |
| 3 | Number of car parking spaces | |
| 3.1 | Approximate total spaces | 2 spaces |
| 3.2 | Available spaces for customers of the building | spaces |
| 3.3 | Reserved spaces for use of the tenant only | 2 spaces |
| 4 | Head lease | |
| 4.1 | Is the premises under a head lease or Crown lease? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4.2 | Has the landlord provided a copy of the head lease or Crown lease to the tenant? | <input type="checkbox"/> Yes—attached as per item 23.2 <input type="checkbox"/> No <input checked="" type="checkbox"/> Not applicable |
| 4.3 | Current term under the head lease or Crown lease and option/s to renew <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Details of head lease as follows: Current term: years / /20 to / /20 Options to renew: years / /20 to / /20 <i>[list any options for further terms held by the landlord under the head lease]</i> | |
| 4.4 | Is the head landlord's consent to the lease required? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Retail Leases Regulations 2013
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PART 2 TERM OF LEASE AND OPTION/S TO RENEW LEASE

5 Term of lease

| | | |
|-----|---|---|
| 5.1 | Date lease commences (see also date of handover at item 7) | 01/01/2020 Actual /Estimate |
| 5.2 | Length of term | 3 years 0 months |
| 5.3 | Date lease expires (based on the date indicated at item 5.1 as the date the lease commences) | 31/12/2022 |

6 Option/s to renew lease

6.1 Option/s details

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

No options to renew lease

Options as follows:

| Length of option | Period of option | Exercise date |
|----------------------------|-----------------------------|-----------------------------|
| 5 years Actual/Estimate | 01/01/2023 to 31/12/2027 | 30/06/2022 to 30/09/2022 |
| 5 years Actual/Estimate | 01/01/2028 to 31/12/2032 | 30/06/2027 to 30/09/2027 |

[list all options to renew lease]

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PART 3 WORKS, FIT OUT AND REFURBISHMENT

7 Date of handover

7.1 Date of handover 01/01/2020
(if different to the date the lease commences indicated at item 5.1) Actual/Estimate

8 Landlord's works

8.1 Description of works to be carried out by the landlord before the date the lease commences
Install Staff Toilet; Install Reception Desk
[exclude any works that form part of the tenant's fit out at item 9]

8.2 Estimate of expected contribution by the tenant towards the cost of the landlord's works \$0.00
[see also outgoings (item 13) in relation to any maintenance and repair outgoings]

9 Tenant's fit out works

9.1 Fit out works to be carried out by the tenant (excluding the landlord's works at item 8)
Install sinks and basins in four (4) offices

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

[insert details of landlord's contribution]

No

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

Yes

To tradesman like standard

[insert details or provide fit out guide]

No

Retail Leases Regulations 2013
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PART 4 RENT

10 Annual base rent

10.1 Starting annual base rent \$53,000.00
(i.e. when the lease commences) Including/Excluding GST

10.2 Rent free period
One (1) month 01/01/2020 – 31/01/2020
[describe any rent free period]

10.3 Date of rent commencement 01/02/2020

10.4 How rent payments are to be made?
By equal monthly instalments of \$4,416.67 plus GST of \$441.67
in advance on the first day of each month
*[insert description of how rent is paid—e.g. by equal monthly
instalments in advance on the first day of each month, other than
the first and last payments which are calculated on a pro-rata
basis]*

11 Rent adjustment (rent review)

11.1 Rent adjustment date(s) and adjustment method
Annually to Consumer Price Index, then to market at
commencement of option.
*[insert a list of all rent adjustment dates and adjustment methods
—e.g. fixed increase by X%, fixed increase by \$X, current market
rent, indexed to CPI]*

PART 5 OUTGOINGS

12 Contribution by tenant towards landlord's outgoing

12.1 Is the tenant required to pay or contribute towards the landlord's outgoing?
 Yes
 No

12.2 Describe any period during which the tenant is not required to pay outgoing
NIL

12.3 Date on which payment of outgoing is to commence 01/01/2020

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| | | |
|------|---|--|
| 12.4 | Formulae for apportioning outgoings 100% <i>[insert formulae on how outgoings payable by tenant are to be apportioned]</i> | |
| 13 | Outgoings estimates (annual) for the 12 month period 01/07/2019 to 30/06/2020 <i>[State which of the following are payable by the tenant. The landlord may be prevented by the Retail Leases Act 2003 from claiming certain costs.]</i> | |
| | | Estimate per annum for the building (Including/Excluding GST) |
| 13.1 | Administration | |
| | Administration costs (excluding management fees and wages) | \$0.00 |
| | Management fees | \$0.00 |
| 13.2 | Air conditioning/temperature control | |
| | Air conditioning maintenance | \$at tenants cost |
| | Air conditioning operating costs | \$0.00 |
| 13.3 | Building management | |
| | Body corporate/strata levies | \$800.00 |
| | Building intelligence services | \$0.00 |
| | Energy management services | \$0.00 |
| | Gardening and landscaping | \$0.00 |
| | Insurance | \$0.00 |
| | Pest control | \$0.00 |
| | Ventilation | \$0.00 |
| 13.4 | Building security | |
| | Caretaking | \$0.00 |
| | Emergency systems | \$0.00 |
| | Fire protection | \$0.00 |
| | Security services | \$0.00 |

Retail Leases Regulations 2013
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| | | |
|-------|--|-------------------|
| 13.5 | Cleaning | |
| | Cleaning consumables | \$0.00 |
| | Cleaning costs (excluding consumables) | \$0.00 |
| 13.6 | Government rates and charges | |
| | Local government rates and charges | \$6,200.00 |
| | Water, sewerage and drainage rates and charges | \$1,500.00 |
| | Fire services property levy | \$0.00 |
| | (Note: under section 50 of the Retail Leases Act 2003 , the landlord may not claim land tax as an outgoing) | |
| 13.7 | Repairs | |
| | Repairs and maintenance | \$0.00 |
| | Sinking fund for repairs and maintenance | \$0.00 |
| | (Note: under section 41 of the Retail Leases Act 2003 , the landlord may not claim the capital costs of the building in which the premises are located) | |
| 13.8 | Utility services | |
| | Electricity | \$at tenants cost |
| | Gas | \$0.00 |
| | Oil | \$0.00 |
| | Water | \$0.00 |
| 13.9 | Waste management | |
| | Sewerage disposal | \$0.00 |
| | Waste collection and disposal | \$0.00 |
| 13.10 | List any other outgoings | |
| | | \$ |
| | | \$ |
| | | \$ |
| 13.11 | Estimated tenant contribution to outgoings | \$8,500.00 |

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PART 6 OTHER COSTS

14 Other monetary obligations and charges

14.1 Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement

[e.g. interest and legal costs]

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

15 Alteration works

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

Yes

[insert details of the proposed works]

No

16 Clauses in lease dealing with relocation and demolition works

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

Clause(s) of the lease

Not applicable

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

Clause(s) of the lease

Not applicable

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PART 8 OTHER DISCLOSURES

17 Other disclosures

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

Yes

[provide details]

No

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

Yes

[provide details]

No

18 Representations by landlord

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

[landlord to insert details of any other oral or written representations made by the landlord or the landlord's agent]

Sch. 1

PART 9 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE

19 Acknowledgements by landlord

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

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

Warnings to landlord when completing this disclosure statement:

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

20 Landlord's signature

20.1 Name of landlord
TCR Earthmoving & Concreting Pty Ltd
[insert name of landlord]

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

X.....


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

Ash Spence
[insert name of person signing with the authority of the landlord]

20.4 Date *29/10/2019*

Retail Leases Regulations 2013
S.R. No. 41/2013

Sch. 1

PART 10 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

21 Acknowledgements by the tenant

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

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

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

22 Tenant's signature

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

22.1 Name of tenant
Silverline Health Care Pty Ltd
[insert name of tenant]

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

✶ 

22.3 Name of the tenant's authorised representative
.....
[insert name of person signing with the authority of the tenant]

22.4 Date 31 / 10 / 2019

Retail Leases Regulations 2013
S.R. No. 41/2013

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PART 11 ATTACHMENTS

23 List of attachments

| | | Attached? | |
|------|---|------------------------------|--|
| 23.1 | Plan of premises (see item 1.2) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not applicable |
| 23.2 | Head lease or Crown lease (see item 4.2) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not applicable |

23.3 Additional attachments

[list of any additional attachments]

PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 07 April 2021 03:41 PM

PROPERTY DETAILS

Address: **153 MADDEN AVENUE MILDURA 3500**
Lot and Plan Number: **Lot 8 PS622864**
Standard Parcel Identifier (SPI): **8\PS622864**
Local Government Area (Council): **MILDURA**
Council Property Number: **411727**
Directory Reference: **Vicroads 535 P6**

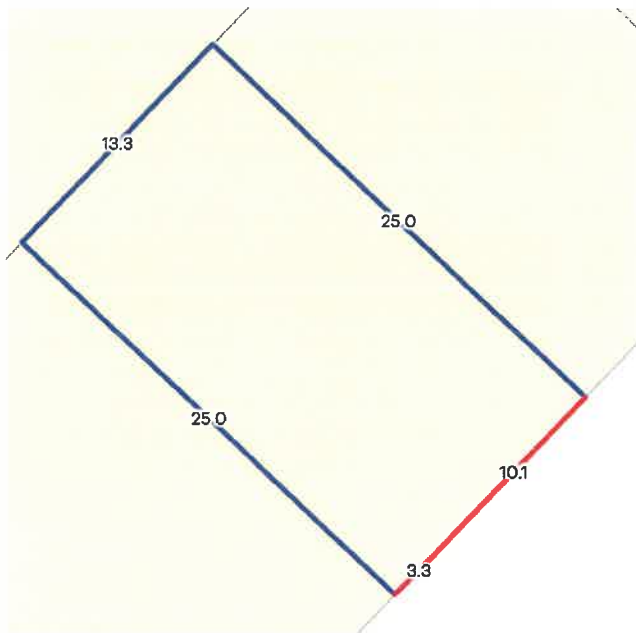
www.mildura.vic.gov.au

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

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

SITE DIMENSIONS

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



Area: 334 sq. m

Perimeter: 77 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Lower Murray Water**
Urban Water Corporation: **Lower Murray Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **MILDURA**

PLANNING INFORMATION

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

Planning Overlay: [DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3 \(DDO3\)](#)
[PARKING OVERLAY \(PO\)](#)
[PARKING OVERLAY - PRECINCT 1 SCHEDULE \(PO1\)](#)
[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)
[SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 \(SCO1\)](#)

PROPERTY REPORT



Environment,
Land, Water
and Planning

Planning scheme data last updated on 30 March 2021.

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

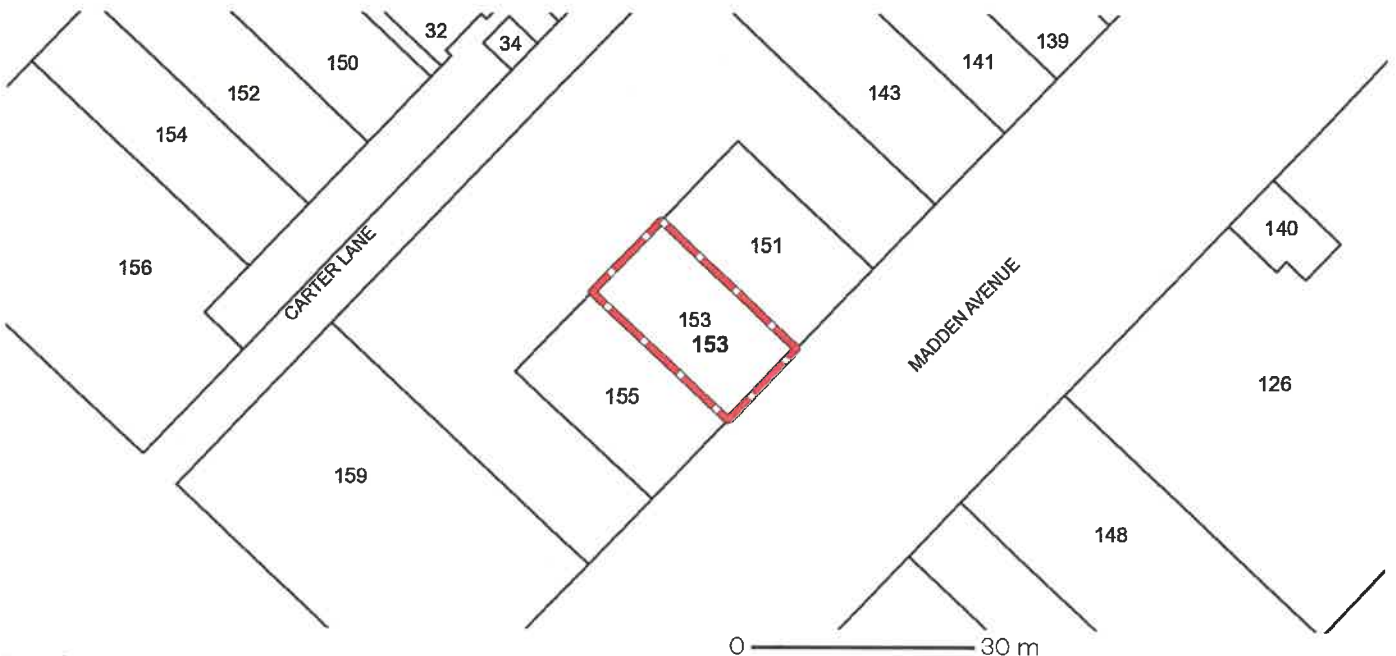
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may apply to the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

Area Map



 Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 07 April 2021 03:42 PM

PROPERTY DETAILS

Address: **153 MADDEN AVENUE MILDURA 3500**
Lot and Plan Number: **Lot 8 PS622864**
Standard Parcel Identifier (SPI): **8\PS622864**
Local Government Area (Council): **MILDURA**
Council Property Number: **411727**
Planning Scheme: **Mildura**
Directory Reference: **Vicroads 535 P6**

www.mildura.vic.gov.au

[Planning Scheme - Mildura](#)

UTILITIES

Rural Water Corporation: **Lower Murray Water**
Urban Water Corporation: **Lower Murray Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

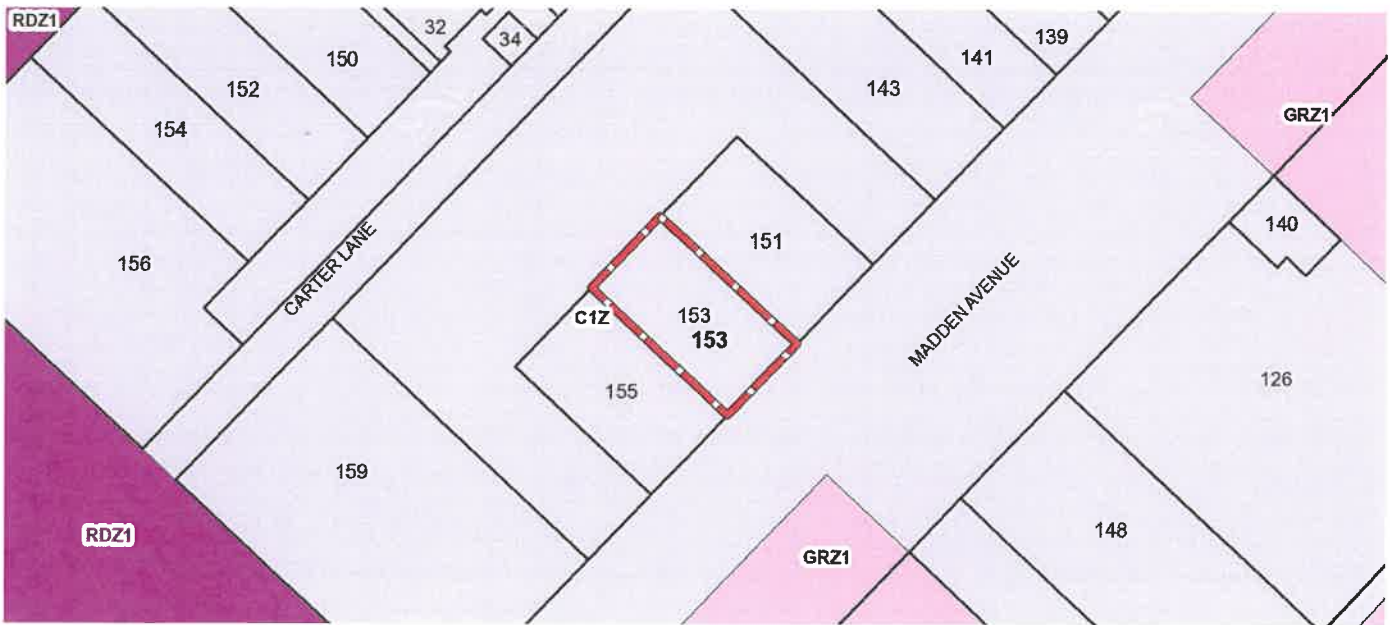
Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **MILDURA**

[View location in VicPlan](#)

Planning Zones


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


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



 C1Z - Commercial 1

 GRZ - General Residential

 RDZ1 - Road-Category 1

 SUZ - Special Use

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

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3 (DDO3)



 **DDO - Design and Development**

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

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



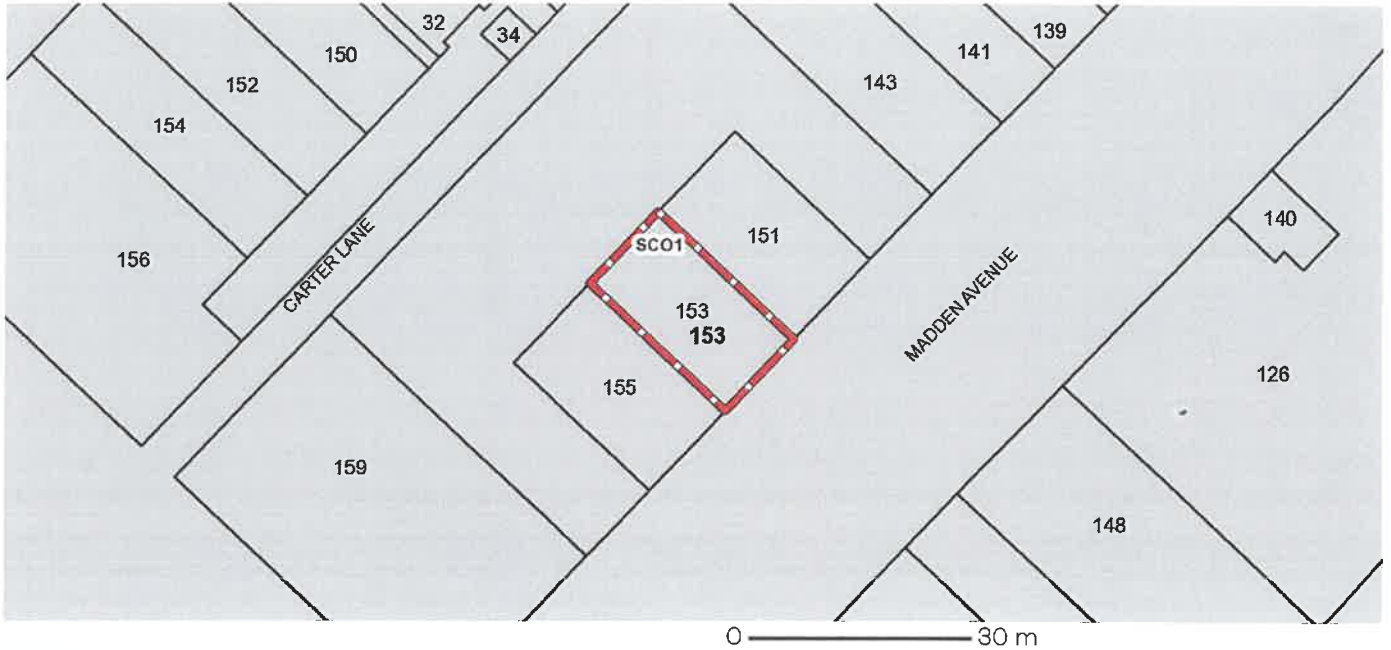
 **PO - Parking**

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

Planning Overlays

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



SCO - Specific Controls

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



HO - Heritage

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

Further Planning Information

Planning scheme data last updated on 30 March 2021.

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

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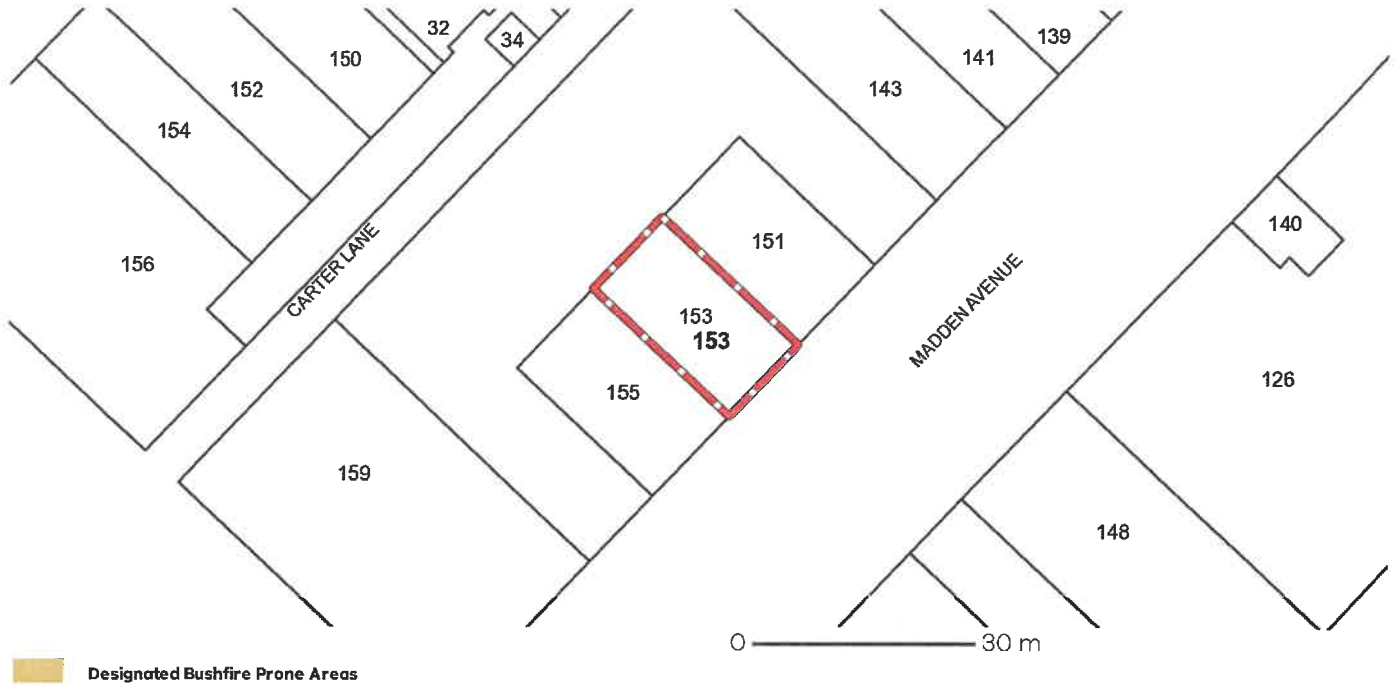
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

Designated Bushfire Prone Areas

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



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

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

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

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

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

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

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

Legend

- Urban Water
- Pipeline
- Retired Pipeline
- Urban Sewer
- Gravily Pipeline
- Pressure Main Pipeline
- Rising Main Pipeline
- Retired Gravily Pipeline
- Retired Pressure Main Pipeline
- Retired Rising Main Pipeline
- Rural Irrigation
- Channel
- Pipeline
- Retired Channel
- Retired Pipeline
- Rural Drainage
- Channel
- Gravily Pipeline
- Rising Main
- Retired Channel
- Retired Pipeline

0 9.80 19.6
Meters

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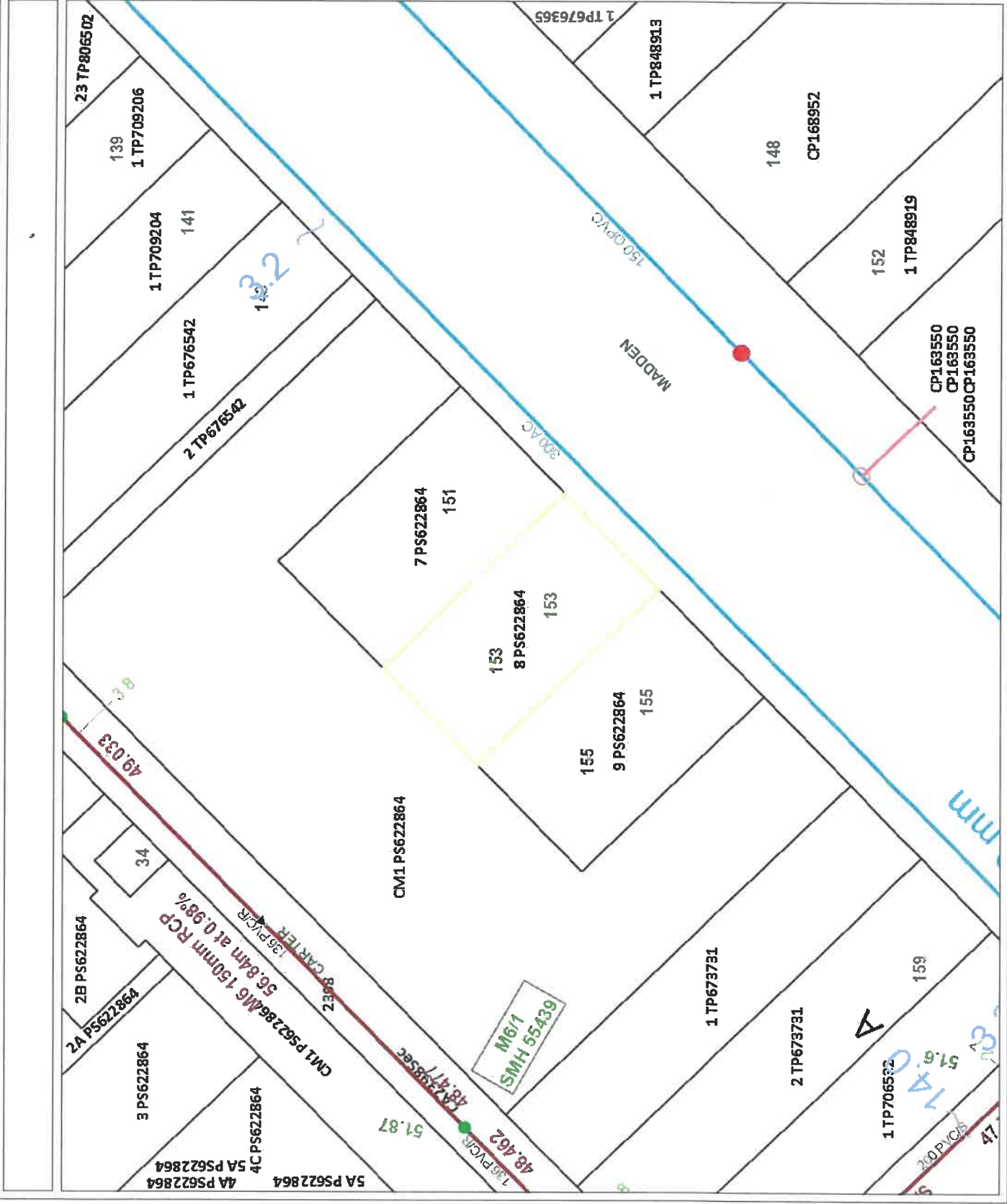
Printed: 21/04/2021

GDA_1994_MGA_Zone_54

© Lower Murray Urban
and Rural Water Corporation

Notes/Comments

LMW DISCLAIMER: The accuracy and completeness shown on this plan is not guaranteed and therefore shall be used as a guide only. The user is responsible to prove locations and depths in the field. This information is only to be used for the initial project and shall not be passed onto a third party. Note: For further assistance please contact LMW.



Due diligence checklist for home buyers

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

From 1 October 2014, all sellers or estate agents must make this checklist available to potential buyers.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage ([consumer.vic.gov.au/due diligence checklist](http://consumer.vic.gov.au/due-diligence-checklist)) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 140KB\)](#).

Urban living

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

For more information, visit the [Commercial and industrial noise page on the Environment Protection Authority website](#) and the [Odour page on the Environment Protection Authority website](#).

Buying into an Owners Corporation

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

For more information, view our [Owners Corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page on the Department of Planning, Transport and Local Infrastructure website](#).

Flood and fire risk

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

More information:

- [Australian Flood Risk Information Portal - Geoscience Australia website](#)
- [Melbourne Water website](#)
- [Mallee Catchment Management Authority website](#)
- » [North Central Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- » [Bushfire Management Overlay in planning schemes - Department of Transport, Planning and Local infrastructure website](#)
- [Building in bushfire prone areas - Department of Transport, Planning and Local Infrastructure website.](#)

Rural properties

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

- » Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle. For information about what impacts you should expect and how to manage them, visit the [new landholders section on the Department of Environment and Primary Industries website](#).
- » Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native Vegetation page on the Department of Environment and Primary industries website](#).
- » Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Department of Environment and Primary Industries website](#).
- Can you build new dwellings? Contact the local council for more information.
- » Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land? For more information, visit the [Department of Environment and Primary Industries website](#).

Earth resource activity, such as mining

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

For more information, visit the [CeoVic page on the Department of State Development Business and Innovation website](#) and the [Information for community and landholders page on the Department of State Development Business and Innovation website](#).

Soil and groundwater contamination

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

For information on sites that have been audited for contamination, visit the [contaminated site management page](#) on the Environment Protection Authority website.

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Miscellaneous practice and advisory notes page](#) on the Department of Planning and Community Development website.

Land boundaries

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

For more information, visit the [Property and land titles page](#) on the Department of Transport, Planning and Local Infrastructure website.

Planning controls affecting how the property is used, or the buildings on it

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

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

Proposed or granted planning permits

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

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online](#) on the Department of Planning and Community Development website.

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. [The Aboriginal Heritage Planning Tool](#) on the Department of Premier and Cabinet website can help determine whether a cultural heritage management plan is required for a proposed activity

Safety

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

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website](#).

Building permits

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

For more information about building regulation, visit our [Building and renovating section](#).

Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Aboriginal Cultural Heritage Planning Tool section on the Department of Premier and Cabinet website](#).

Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website](#).

Connections for water, sewerage, electricity, gas, telephone and internet

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

For more information, visit the [Choosing a retailer page on the Your Choice website](#).

For information on possible impacts of easements, visit the [Caveats, covenants and easements page of the Department of Transport, Planning and Local Infrastructure website](#).

For information on the National Broadband Network (NBN) visit the [NBN Co website](#).

Buyers' rights

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

For more information, view our [Buying property section](#).

Professional associations and bodies that may be helpful:

* [Archicentre website](#)

[Association of Consulting Surveyors Victoria website](#)

[Australian Institute of Conveyancers \(Victorian Division\) website](#)

[Institute of Surveyors Victoria website](#)

[Law institute of Victoria website](#)

[Real Estate Institute of Victoria website](#)

[Strata Community Australia \(Victoria\) website.](#)

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<http://www.consumer.vic.gov.au/duediligencechecklist> 5/5

Vendor: TCR Earthmoving & Concreting Pty Ltd ACN 161 570 921

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Vendor's Section 32 Statement

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Property: 153 Madden Avenue, Mildura

Vendor's Conveyancer:
ALLSTATE CONVEYANCING SERVICES PTY. LTD.
Of 170 Eighth Street, Mildura, Vic, 3500.

Phone: 03 50 235355
Facsimile: 03 50 235653
Ref: 21270 TCR Earthmoving &
Concreting Pty Ltd