



Financially Sensible Commercial Opportunity.

139 -141 High Street, Kyneton

2 & Bourke Street, Kyneton

Land Size combined 2482m2 (approx.)

Comprising 3 titles

Zoned C2Z

Comprises four buildings with three tenants.

DRC Auto Electrician Shop and Workshop

- 3 x 3 year lease. Commenced 2021
- Rent PCM \$1,465 plus outgoings

DRC Auto Electrician Storage Building

- 3 x 3 year lease. Commenced 2021
- Rent PCM \$1,307 plus outgoings.

Residential Homes x 2

- Tenancy – Month to month.
- 141 High St Rent = \$1430.00
- 139 High Street Rent = \$1430.00

Area Profile

Kyneton, VIC

The size of Kyneton is approximately 97.9 square kilometres. It has 13 parks covering nearly 1.6% of total area. The population of Kyneton in 2011 was 6,628 people. By 2016 the population was 6,964 showing a population growth of 5.1% in the area during that time. The predominant age group in Kyneton is 40-49 years. Households in Kyneton are primarily childless couples and are likely to be repaying \$1400 - \$1799 per month on mortgage repayments. In general, people in Kyneton work in a professional occupation. In 2011, 74.7% of the homes in Kyneton were owner-occupied compared with 74.8% in 2016. Currently the median sales price of houses in the area is \$790,000.

	House	Unit	Land
Average Tenure Period	11.7 years	7.0 years	-
Total Dwellings	2,520	313	630
Total New Listings	188	14	-
Median Value	\$811,760	\$547,367	-
Total Properties Listed	235	19	-

Market Trends

House: Market Trends

110

Properties Sold
(12 Months)

11.7

Average Tenure Period
(Years)

\$530/w

Median Asking Rent
(12 Months)

188

New Sale Listings
(12 Months)

57

Days on Market
(12 Months)

101

Rental Rate
Observations
(12 Months)

House: Median Price Quartiles



\$\$\$

Upper Quartile Price*

\$930,000

The 75th percentile sale price of sales over the past 12 months within the suburb.

\$\$

Median Price*

\$790,000

The middle sale price of all transactions recorded over the past 12 months within the suburb. Note that sale prices lower than \$10,000 and higher than \$80,000,000 are excluded from the analysis.

\$

Lower Quartile Price*

\$675,000

The 25th percentile sale price of sales over the past 12 months within the suburb.

*Statistics are calculated over a rolling 12 month period

Unit: Market Trends

7

Properties Sold
(12 Months)

7.0

Average Tenure Period
(Years)

\$420/w

Median Asking Rent
(12 Months)

14

New Sale Listings
(12 Months)

26.5

Days on Market
(12 Months)

27

Rental Rate
Observations
(12 Months)

Unit: Median Price Quartiles



\$\$\$

Upper Quartile Price*

\$682,500

The 75th percentile sale price of sales over the past 12 months within the suburb.

\$\$

Median Price*

\$575,000

The middle sale price of all transactions recorded over the past 12 months within the suburb. Note that sale prices lower than \$10,000 and higher than \$80,000,000 are excluded from the analysis.

\$

Lower Quartile Price*

\$530,000

The 25th percentile sale price of sales over the past 12 months within the suburb.

*Statistics are calculated over a rolling 12 month period

Land: Market Trends

11

Properties Sold
(12 Months)

Average Tenure Period
(Years)

Median Asking Rent
(12 Months)

New Sale Listings
(12 Months)

Days on Market
(12 Months)

Rental Rate
Observations
(12 Months)

Land: Median Price Quartiles



\$\$\$

Upper Quartile Price*

The 75th percentile sale price of sales over the past 12 months within the suburb.

\$\$

Median Price*

\$465,000

The middle sale price of all transactions recorded over the past 12 months within the suburb. Note that sale prices lower than \$10,000 and higher than \$80,000,000 are excluded from the analysis.

\$

Lower Quartile Price*

The 25th percentile sale price of sales over the past 12 months within the suburb.

*Statistics are calculated over a rolling 12 month period

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**Macedon
Ranges**
Shire Council

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T N Hendriks
22 Barton St
KYNETON VIC 3444

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R2_12413

ABN 42 686 389 537
PO Box 151 Kyneton VIC 3444
T 03 5422 0333 F 03 5422 3623
E mrsc@mrsc.vic.gov.au
www.mrsc.vic.gov.au

Date of notice 21/08/2023

The valuations that appear on this notice have been prepared for rating and taxing purposes only and are not intended to be relied upon for any other purpose.

Rates must be paid in four instalments by no later than the due date for each instalment. If an instalment is not paid by the due date it will accrue interest at the prescribed rate.

PROPERTY LOCATION: 139 High Street KYNETON VIC 3444

LEGAL DESCRIPTION: PT LOT 1 TP 808608R LOT 1 TP 808598R P/Carlsruhe DOES NOT INCLUDE ALL PARTS

ASSESSMENT No.218560 FIRE LEVY CATEGORY: Residential WARD:WestWard
FIRE SERVICE LEVY CODE: 110 FIRE SERVICE LEVY: Detached Home

1ATE IN\$	SITE VALUE	CAPITAL IMPROVED VALUE	NET ANNUAL VALUE
0.0017984	260000		21500

PARTICULARS OF RATES AND CHARGES

Description	Calculations	Total
General Rate	0.0017984 x 430000	\$773.31
Garbage/Recycle Collect Charge	\$495 x 1	\$495.00
Municipal Charge		\$212.00
Fire Service Levy (Resid \$125 + variable)	0.000046 x 430000	\$144.78
EPA Victorian Waste Levy	\$46 x 1	\$46.00

FIRST INSTALMENT
30/09/2023
\$418.59
SECOND INSTALMENT DUE
30/11/2023
\$417.50
THIRD INSTALMENT DUE
28/02/2024
\$417.50
FOURTH INSTALMENT DUE
31/05/2024
\$417.50

We understand residents might be experiencing financial difficulties and this may affect your ability to make payments. Council offer concessions, rebates, payment plans and other support for businesses and ratepayers. To find out more call our customer service team on 03 5422 0333 or email mrsc@mrsc.vie.gov.au

An payment made on or after 16/08/2023 may have been deducted from this account.

Amount Due & Payable \$1,671.09

Postal delays

Postal delays will not be considered an excuse for late payment.

Arrears

Arrears shown on this notice are payable immediately and interest will accrue until paid. If you are having difficulty paying these rates contact Council to negotiate a payment arrangement.

Payment options

If paying by mail, detach and return bottom slip. Include the top section if your details have changed.



BPAY this payment via Internet or phone banking.
BPAY View"- View and pay this bill using internet banking.
BPAY View Registration No.: 218560

In person

Present this slip and payment (cash, cheque, eftpos or credit card) at a Council customer service centre.

Online

Pay by Visa or MasterCard on Council's website mrsc.vic.gov.au/payments

Direct debit

If you would like us to deduct payments by direct debit please contact Council or download the form from our website.

By mail

Cheque or money order payable to Macedon Ranges Shire Council, or complete the credit card payment authorisation over the page. Mail this slip and payment to PO Box 151 Kyneton VIC 3444. Keep top portion of the renewal for your records as no receipt will be issued.



To have your notices emailed
Register at mrsc.enotices.com.au
Reference No:40E2C91F3W

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Internal use only

ffl Post
W.. Billpay

Billpay Code: 0042
Ref: 218560

To pay this bill, visit any Post Office, phone 13 18 16, or go to postbillpay.com.au.

4) iOSTbillpay



*42 21856 0



ESTABLISHED 1867

THEODORUS NICOLAAS HENDRIKS

to

CONTRACT OF SALE

Property:
**139-141 High Street, Kyneton 3444 & 2 and 8 Bourke
Street, Kyneton 3444**

Armstrong Collins & DeLacy

Solicitors

140 Mollison Street
Kyneton Victoria 3444

Email: conveyancing@acdlawyers.com.au

Tel: 03 5422 1677

Fax: 03 5422 3357

Ref: PST:111814

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

EXCEPTIONS:

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

Copyright

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Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../20.....

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

.....

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
 In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../20.....

Print name(s) of person(s) signing: Theodorus Nicolaas Hendriks

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

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Particulars of sale

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Particulars of sale

Vendor's estate agent

Name: Raine & Horne.....

Address: 13 High Street, Kyneton, VIC 3444

Email: info@kyneton.rh.com.au.....

Tel: 030428 554 102..... Fax: 0303 5422 2797..... Ref: Jennifer Pearce:

Vendor

Name: Theodorus Nicolaas Hendriks.....

Vendor's legal practitioner or conveyancer

Name: Armstrong Collins & DeLacy

Address: 140 Mollison Street, Kyneton VIC 3444

Email: conveyancing@acdlawyers.com.au

Tel: 03 5422 1677 Fax: 03 54223357..... Ref: PST:111814

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10657 Folio 045	1	808598R
Volume 10657 Folio 024	1	808608R
Volume 10656 Folio 504	1	808591G

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **139-141 High Street, Kyneton 3444 & 2 and 8 Bourke Street, Kyneton 3444**

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

All fixed floor coverings, window furnishings and electric light fittings

Payment

Price \$

Deposit \$ by / / 20..... (of which \$ has been paid)

Balance \$ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on / /20.....

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

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

Lease (general condition 5.1)

The property is sold subject to the leases annexed to the Vendor's Statement. The Purchaser will not receive vacant possession at settlement.

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date: / /20.....

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

Instructions: It is recommended that when adding special conditions:

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

Special condition 1

1.1 General Condition deletions and amendments

- (a) General Conditions 3, 4, 12, 13 and 31.4 to 31.6 do not apply to this contract and are deleted.
- (b) The reference to "7 days" in General condition 10.1 is deleted and replaced with "14 days".
- (c) General Condition 14.3 (d) is added as follows:
- (d) where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the Purchaser is also deemed to have accepted title in the absence of any prior express objection to title".

1.2 In the event of any inconsistency between these Special Conditions and the General Conditions, these Special Conditions shall prevail

Special condition 2 – Duties Online

The Vendor must prepare the Digital Duties Form required for assessment of duty (**DD Form**) on this transaction relating to matters that are or should be within the knowledge of the Vendor at least 14 days before settlement

The purchaser must prepare the DD Form relating to matters that are or should be within the knowledge of the purchaser at least 10 days before settlement.

The Vendor must complete the DD Form at least 2 days prior to settlement."

Special condition 3 – Severability

If a Special Condition of this contract is illegal or unenforceable, it may be severed or read down without affecting the enforceability of other provisions in this contract.

Special condition 4 – Interpretation

The parties agree that in this contract unless the context so requires, words importing the singular will include the plural and vice versa and words referring to any one gender will include the other and where more persons than one are included in the term "Purchaser", their covenants are joint as well as several.

Special condition 5 – Guarantee

5.1 If:

- (a) The Purchaser is a company or a trustee of a trust; or
- (b) The Purchaser nominates an additional or substituted purchaser (**Nominated Purchaser**) which is a company or trustee of a trust;

then all of the directors of the company or trustees of the trust or any other person or corporation as may reasonably be required by the Vendor must execute a personal guarantee and indemnity to effect due performance of this contract, in the form annexed in **Annexure "A"**.

- 5.2 If the Purchaser or Nominated Purchaser fails to provide a duly executed guarantee and indemnity in the form annexed at **Annexure "A"** within 7 days after the Day of Sale, then the Purchaser and if applicable, the Nominated Purchaser, will be deemed to be in breach of this contract.

Special condition 6 – Nomination

- 6.1 The Purchaser will have the right at any time up to 14 days prior to settlement to substitute a person or persons including the purchaser (being a company or otherwise) in his place as purchaser **PROVIDED THAT** the Purchaser and any guarantor(s) under this contract will remain liable to perform the covenants and conditions hereof to be observed by him or them.

- 6.2 Such substitution will be effected by the Purchaser delivering to the Vendor care of the Vendor's Legal Practitioner the following:

- (a) a Nomination form in substantially the same form as set out at **Annexure "B" (Nomination Form)**; and
- (b) any other forms as may be required from time to time by the State Revenue Office.

- 6.3 If the Nomination Form is not provided in accordance with **Special Condition 6.2** at least 14 days prior to settlement, then the nomination will not take effect and the Purchaser shall remain liable for the due performance of all the Purchaser's obligations under this Contract.

Special condition 7 – Foreign Purchaser

7.1 Purchaser warranty

The Purchaser warrants:

- (a) that the Purchaser is not a foreign person within the meaning of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*; or

- (b) if the Purchaser is a foreign person within the meaning of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*, that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the Property by the Purchaser.

7.2 Purchaser's indemnity

If the warranty in **Special Condition 7.1** is untrue in any respect:

- (a) the Purchaser will be in default under this contract; and
- (b) the Purchaser indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this contract.

Special condition 8 – Whole Agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the Purchaser will not be entitled to rely on any representations made by the Vendor or its agents except such as are made conditions of this contract.

Special condition 9 – Condition of Property

9.1 Purchaser's acceptance

The Purchaser accepts that:

- (a) the Property as occupied is, in every way, as described in the Particulars of Sale;
- (b) each boundary fence or wall is correctly located on the title boundary;
- (c) each structure on the Property is located within the title boundaries of the Property; and
- (d) no structure of an adjoining property encroaches onto the Property.

whether or not that is the case.

9.2 No warranty or representation

The Vendor makes no warranty or representation:

- (a) that the Land is identical with the land described in the Particulars of Sale;
- (b) that the Property complies with all laws and the requirement of any Government Agency;
- (c) that the improvements are erected within the boundaries of the Land;
- (d) that improvements owned by other persons do not encroach on to the Land;
- (e) any improvements on the Land comply with the law, the requirements of the Building Code of Australia or any local laws, legislation or repealed legislation under which improvements were constructed;
- (f) as to the condition of the Property; or
- (g) that the Property may be used for any particular purpose.

9.3 Purchaser must not object

The Purchaser must not take any action or institute proceedings, make any objection, requisition or claim compensation, rescind or purport to rescind this contract or delay settlement or call on the Vendor to take any action or doing anything or to bear any costs of doing so as a result of the matters referred to in **Special Conditions 9.1 and 9.2** and agrees that those matters do not affect the Vendor's title to the Property.

Special condition 10 –Planning and building controls

10.1 Purchaser's acknowledgment

The Purchaser acknowledges and agrees that it:

- (a) the decision to buy the Property was based on its own investigations and that no representations were made by or on behalf of the Vendor or the Vendor's estate agent as to the condition of the Property or any of the matters referred to in this special condition;
- (b) it is satisfied as to the nature, and to the proposed quality, condition and state of repair of the Property;
- (c) has inspected the Land and agrees to accept the property:
 - (i) with all existing and future planning, environmental and building controls and approvals;
 - (ii) subject to all laws affecting the Property;
 - (iii) subject to all restrictions or conditions affecting or imposed on the Property or its use;
 - (iv) subject to all conditions imposed in any planning permit(s) affecting the Property, the applicable planning scheme and any other relevant planning controls;
 - (v) subject to any conditions imposed in any agreement made or to be made under Section 173 of the *Planning and Environment Act 1987 (Vic)*;
 - (vi) subject to all existing water, sewerage, drainage and plumbing services and connections (if any) in respect of the Property; and
 - (vii) subject to any restrictions on its use or development pursuant to the *Planning and Environment Act 1987* and any Regulations or Planning Scheme.

10.2 Purchaser not to object

The Purchaser must not take any action or institute proceedings, make any objection, requisition or claim compensation, rescind or purport to rescind this contract or delay settlement or call on the Vendor to amend title or to bear any costs of doing so as a result of the matters referred to in **Special Condition 10.1** and agrees that those matters do not affect the Vendor's title to the Property.

Special condition 11 – Purchaser Indemnity

The Purchaser indemnifies the Vendor for all damage, loss, cost or liability incurred or suffered by the Vendor caused or contributed to by the Purchaser's failure to comply with this contract including, without limitation, liability incurred under another contract.

Special condition 12 – Disclosure

The Purchaser acknowledges that prior to the signing of this contract or any other document relating to this sale which is or is intended to be legally binding, the Purchaser received from the Vendor's agent a Due Diligence Checklist pursuant to section 33B of *The Sale of Land Act 1962*, a statement pursuant to section 32 of *The Sale of Land Act 1962* and a copy of this contract.

Special condition 13 – Vendor's Assistance after Settlement

General Condition 17.1(b) will not oblige the Vendor to incur any further cost. All costs properly incurred of the Vendor's legal practitioner on a solicitor and client basis, to assist the Purchaser to effect registration of the land and the transfer of goods into the Purchaser's name after settlement will be recoverable from the Purchaser in addition to the Price.

Special condition 14 – Goods

- 14.1 The property in any goods sold pursuant to this contract will not pass to the Purchaser until payment of the whole Price.
- 14.2 The Purchaser acknowledges that the goods are not new and no warranty is given by the Vendor as to their condition, working order or fitness for purpose.

Special condition 15 – Representation and Warranty

- 15.1 The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the Property or goods or that any structures comply with the current or any building regulations.
- 15.2 The Purchaser expressly releases the Vendor and/or the Vendor's agents from any claims or demands in respect thereof and may not delay settlement, make any objection or claim any compensation from the Vendor in respect thereof.

Special condition 16 – Non-Merger

The parties agree that any special condition contained in this contract that is capable of non-merger on settlement will not merge and will enure for the benefit of the party in whose favour it is intended following settlement.

Special Condition 17 – Land Tax

If the Day of Sale is on or after 1 January 2024, land tax (if any) shall not be apportioned between the parties at settlement but rather shall be payable by the Vendor, and General Condition 23.2(b) shall not apply.

Annexure "A"
GUARANTEE AND INDEMNITY

Relating to a contract between:

Vendor: Theodorus Nicolaas Hendriks

Purchaser:

Guarantor(s):

Date of contract:

Property: 139-141 High Street, Kyneton 3444

In consideration of the Purchaser entering into the contract at the request of the Guarantor, the Guarantor (and where there is more than one Guarantor, the Guarantors jointly and each of them severally) as a continuing guarantee, indemnity and undertaking **guarantees** to the Vendor the payment of all moneys and the due and punctual performance and observance by the Purchaser of all of its obligations under the contract and every part of the contract and **indemnifies** the Vendor against the failure to pay any moneys or against any breach or non-performance or non-observance on the part of the Purchaser of any of the terms or conditions of the contract and **undertakes** as a separate and additional obligation under the contract on demand in writing to the Guarantor to forthwith make the payment or make good the breach or non-performance or non-observance. Neither the existence of any legal disability on the part of the Purchaser or the Guarantor, nor the granting of any time, concession or indulgence to the Purchaser or the Guarantor, nor the making of any composition, nor waiver by the Vendor of any breach or default by the Purchaser or the Guarantor, nor the neglect or forbearance of the Vendor to enforce the contract without the consent of the Guarantor, nor the execution of the contract in counterparts shall limit, vitiate, void, render void or release or discharge this Guarantee or the Guarantor.

Dated: _____ / _____ / _____

Signature of Guarantor

Signature of Guarantor

Annexure "B"
NOMINATION FORM
SALE OF REAL ESTATE NOMINATION FORM

Relating to a contract between:

VENDOR: Theodorus Nicolaas Hendriks

PURCHASER:

PROPERTY: 139-141 High Street, Kyneton 3444

NOMINEE:

As the Property is expressed as sold to the Purchaser "and/or Nominees" (or words to that effect) then pursuant to the conditions of the contract, the Purchasers nominates the Nominees as additional/substituted purchasers to take a transfer or conveyance in conjunction with/ in lieu of the Purchasers.

The Purchasers and the Nominees acknowledge that they will henceforth be jointly and severally liable for the due performance of all the obligations of the Purchasers under the contract and payment of any expenses resulting from this nomination (including any stamp duty).

Dated: _____ / _____ / _____

Signatures of Purchasers:

Signatures of Nominees:

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 223 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

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

14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

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

 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
- (b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

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

23. ADJUSTMENTS

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

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

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

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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



ESTABLISHED 1867

THEODORUS NICOLAAS HENDRIKS

to

VENDOR'S SECTION 32 STATEMENT

**Property:
139-141 High Street, Kyneton 3444 &
2 and 8 Bourke Street Kyneton**

Armstrong Collins & DeLacy
140 Mollison Street
Kyneton Victoria 3444
Email: conveyancing@acdlawyers.com.au
Tel: 03 5422 1677
Fax: 03 5422 3357
Ref: PST:111814

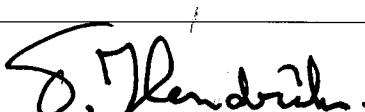
Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	139-141 High Street, Kyneton 3444 and 2 and 8 Bourke Street, Kyneton being the land contained in Certificates of Title Volume 10657 Folio 045, Volume 10657 Folio 024 and Volume 10656 Folio 504	
Vendor's name	Theodorus Nicolaas Hendriks	Date 13 / 05 / 2024
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$30,000.

BUT NOTE:

(i) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the Purchaser.

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

Nil, unless set out in the attached certificates (if any) the total of which are included in the amount in 1.1(b), such charges can include:

- State Revenue Office – Land Tax (shown on the Land Tax Clearance Certificate)
- Melbourne Water – Waterways Charge (shown on the Water Information Statement if applicable)
- Fire Services Levy or State Government or EPA Victoria Landfill Levy (shown on the Land Information Certificate if applicable)

	To	
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Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity

cables, underground and/or overhead telephone cables, and underground gas pipes laid outside any registered easements and which are not registered or required to be registered on the Certificate of Title.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

The land is not in a designated bushfire prone area under section 192A of the *Building Act 1993*.

3.4 Planning Scheme

Information about the Planning Scheme is contained in the attached certificates.

4 NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

None to the Vendor's knowledge unless set out in the attached documents and/or certificates.

BUT NOTE

The Vendor has no means of knowing all decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor. There may be proposed amendments to the Planning Scheme which may affect the property and the Purchaser should make their own enquiries.

4.2 Agricultural Chemicals

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

None to the Vendor's knowledge unless set out in the attached documents and/or certificates.

4.3 Compulsory Acquisition

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

None to the Vendor's knowledge unless set out in the attached documents and/or certificates

5 BUILDING PERMITS

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

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8 SERVICES

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

<input type="checkbox"/> Electricity supply	<input type="checkbox"/> Gas supply	<input type="checkbox"/> Water supply	<input type="checkbox"/> Sewerage	<input type="checkbox"/> Telephone services
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NOTE: The Purchaser should note that the Vendor may disconnect service(s) between the day of sale and settlement and the Purchaser will be responsible for any re-connection costs. Telephone services may not be NBN compatible and the Purchaser should make their own enquiries as to the type of telephone service connected

9 TITLE

Attached are copies of the following documents:

- 9.1 Register Search Statements - Certificates of Title Volume 10657 Folio 045 and Volume 10657 Folio 024 and Volume 10656 Folio 504
- 9.2 Title Plans – 808608R, 808598R and 808591G

10 SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

- 13.1 Due Diligence Checklist
- 13.2 Register Search Statement - Certificate of Title Volume 10657 Folio 045 and Volume 10657 Folio 024
- 13.3 Title Plans – 808608R
- 13.4 Register Search Statement - Certificate of Title Volume 10657 Folio 024
- 13.5 Title Plans – 808598R
- 13.6 Register Search Statement - Certificate of Title Volume 10656 Folio 504
- 13.7 Title Plan – 808591G
- 13.8 Department of Environment, Land, Water and Planning – Macedon Ranges Shire Council – Planning Certificate
- 13.9 Land.vic.gov.au - Property Report - 139 High Street, Kyneton
- 13.10 Department of Environment, Land, Water and Planning - Planning Property Report - 139 High Street, Kyneton
- 13.11 Land.vic.gov.au - Property Report - 141 High Street, Kyneton
- 13.12 Department of Environment, Land, Water and Planning - Planning Property Report - 141 High Street, Kyneton
- 13.13 Macedon Ranges Shire Council – Land Information Certificate – 139 High Street, Kyneton
- 13.14 Macedon Ranges Shire Council – Land Information Certificate – 2 Bourke Street, Kyneton
- 13.15 Macedon Ranges Shire Council – Land Information Certificate – 139 High Street, Kyneton
- 13.16 Macedon Ranges Shire Council – Land Information Certificate – 8 Bourke Street, Kyneton
- 13.17 Macedon Ranges Shire Council – Building Certificate – 139 High Street, Kyneton
- 13.18 Macedon Ranges Shire Council – Building Certificate – 141 High Street, Kyneton
- 13.19 Coliban Water – Water Information Statement -137A High Street, Kyneton
- 13.20 Coliban Water – Water Information Statement – 139 High Street, Kyneton
- 13.21 Coliban Water – Water Information Statement – 141 High Street, Kyneton
- 13.22 State Revenue Office – Land Tax Certificate – 139 High Street, Kyneton
- 13.23 State Revenue Office – Land Tax Certificate – 141 High Street, Kyneton
- 13.24 Vic Roads – Roads Property Certificate
- 13.19 Residential Tenancy Agreement between Vendor and Addicoat & Pollard, dated 21 January 2016
- 13.20 Residential Tenancy Agreement between Vendor and Blythe & Boyer, dated 23 June 2017
- 13.21 Commercial lease between Theodorus Hendriks and Darren Robert Crozier dated 15 July 2021 – 2 Bourke Street, Kyneton
- 13.22 Renewal of lease– 2 Bourke Street, Kyneton
- 13.23 Retail lease between Theodorus Hendriks and Darren Robert Crozier and Michelle Margaret Crozier dated 15 July 2021
- 13.24 Renewal of lease and disclosure statement – 8 Bourke Street Kyneton

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 10657 FOLIO 045

Security no : 124112894820S
Produced 23/02/2024 09:59 AM**LAND DESCRIPTION**

Lot 1 on Title Plan 808598R.
Created by Application No. 080300K 19/06/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
THEODORUS NICOLAAS HENDRIKS of 22 BARTON STREET KYNETON VIC 3444
AN162364T 07/10/2016

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP808598R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END



Imaged Document Cover Sheet

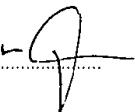
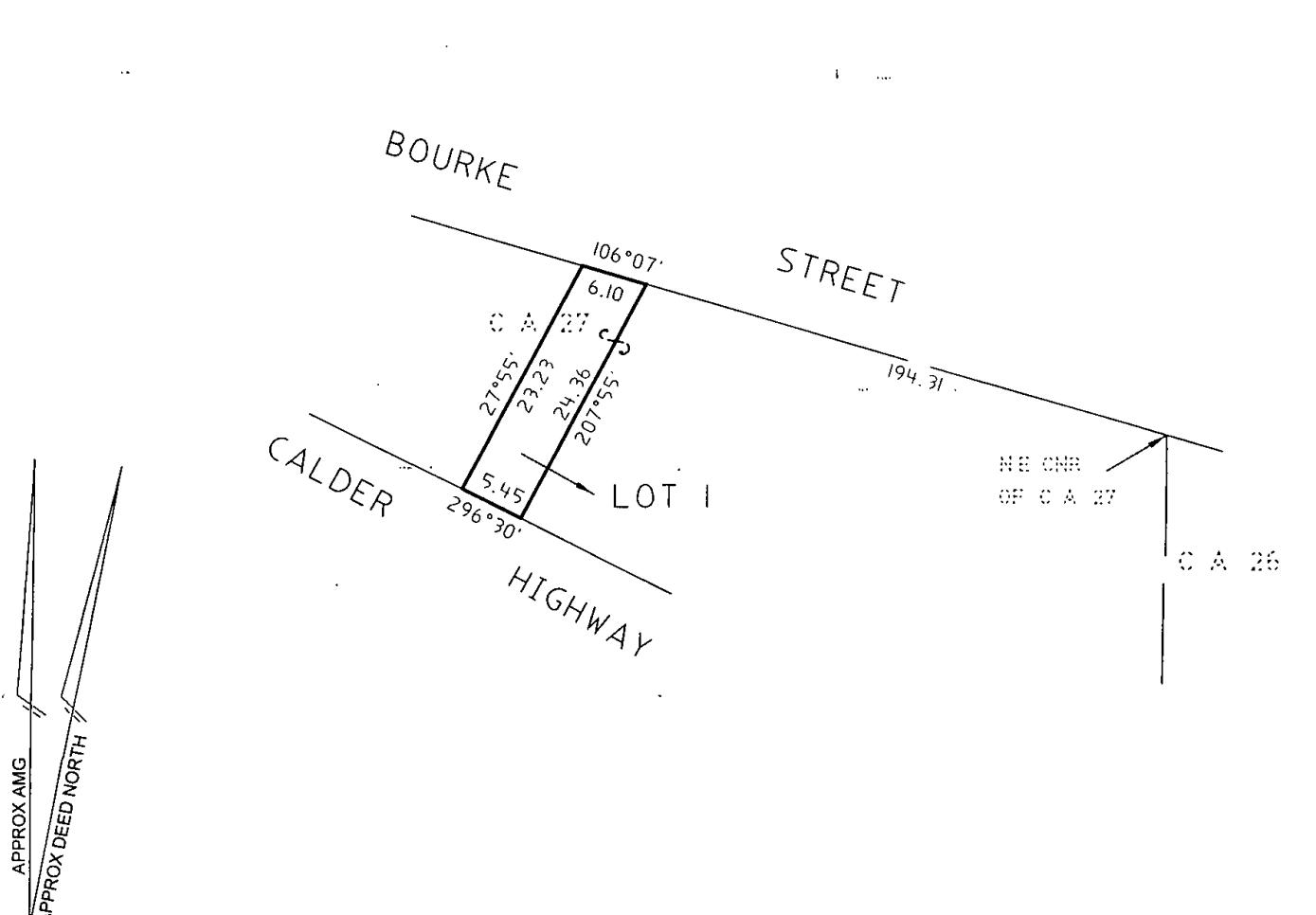
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Document Type	Plan
Document Identification	TP808598R
Number of Pages (excluding this cover sheet)	1
Document Assembled	23/02/2024 09:59

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The document is invalid if this cover sheet is removed or altered.

EDITION 1	TITLE PLAN			TP808598R	
Location of Land Parish: CARLSRUHE Township: Crown Allotment: Section: Crown Portion: 27(PART) LTO base record: S.D.M.B.-C (RURAL) Last plan Reference: Title Reference: Depth Limitation: NIL		Notations Warning as to dimensions : Any dimension and connection distance shown is based on the description of the land as contained in the General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.			
Easement Information E - Encumbering Easement R - Encumbering Easement (ROAD) A - Appurtenant Easement					THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES Checked by  Date 24-6-2002 Assistant Registrar of Titles
Easement Reference	Purpose/Authority	Width	Origin	Land benefitted/in favour of	
NIL					
					
LENGTHS ARE IN METRES	NOT TO SCALE	SHEET SIZE A3	FILE No. API21995U DEALING CODE No.: 14		
Sheet 1 of 1 Sheets					

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

Page 1 of 1

VOLUME 10657 FOLIO 024

Security no : 124112894821R
Produced 23/02/2024 09:59 AM**LAND DESCRIPTION**

Lot 1 on Title Plan 808608R.
Created by Application No. 121995U 19/06/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
THEODORUS NICOLAAS HENDRIKS of 22 BARTON STREET KYNETON VIC 3444
AN162364T 07/10/2016

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP808608R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END



Imaged Document Cover Sheet

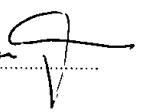
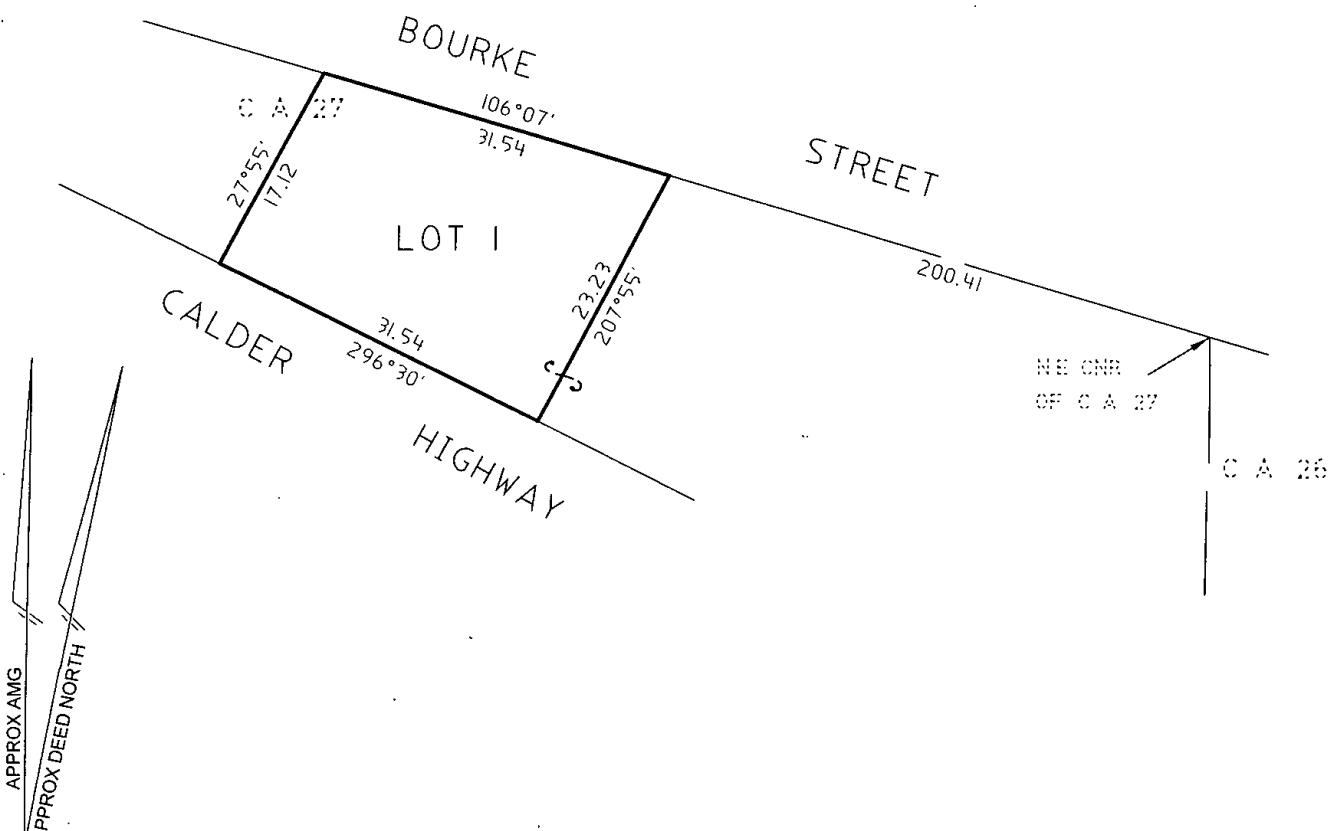
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	TP808608R
Number of Pages (excluding this cover sheet)	1
Document Assembled	23/02/2024 09:59

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The document is invalid if this cover sheet is removed or altered.

EDITION 1	TITLE PLAN			TP808608R	
Location of Land Parish: CARLSRUHE Township: Crown Allotment: Section: Crown Portion: 27(PART) LTO base record: S.D.M.B.-C (RURAL) Last plan Reference: Title Reference: Depth Limitation: NIL		Notations Warning as to dimensions : Any dimension and connection distance shown is based on the description of the land as contained in the General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.			
Easement Information E - Encumbering Easement R - Encumbering Easement (ROAD) A - Appurtenant Easement					THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES Checked by  Date 24.6.2002 Assistant Registrar of Titles
Easement Reference	Purpose/Authority	Width	Origin	Land benefitted/In favour of	
NIL					
					
LENGTHS ARE IN METRES	NOT TO SCALE	SHEET SIZE A3	FILE No. DEALING CODE No.: 14		
AP80300K					
Sheet 1 of 1 Sheets					

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

Page 1 of 1

VOLUME 10656 FOLIO 504

Security no : 124114205760H
Produced 16/04/2024 12:31 PM**LAND DESCRIPTION**

Lot 1 on Title Plan 808591G.
Created by Application No. 080301H 19/06/2002

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
THEODORUS NICOLAAS HENDRIKS of 22 BARTON STREET KYNETON VIC 3444
AN162364T 07/10/2016

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP808591G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	TP808591G
Number of Pages (excluding this cover sheet)	1
Document Assembled	16/04/2024 12:31

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EDITION 1

TITLE PLAN

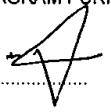
TP808591G

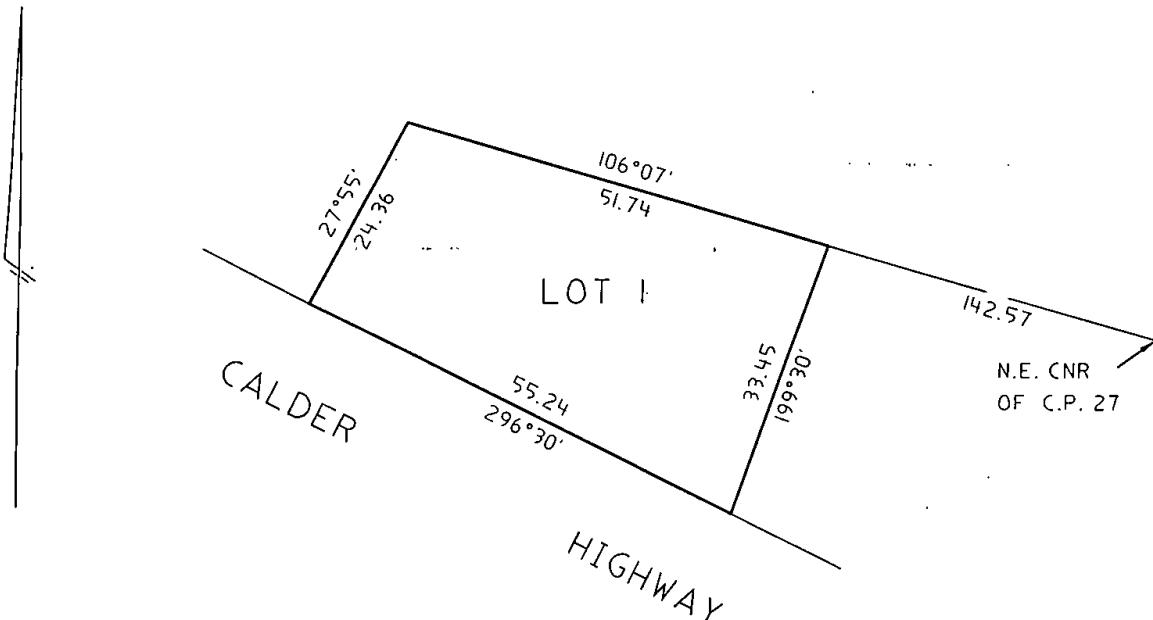
Location of Land		Notations
Parish:	CARLSRUHE	
Township:		
Crown Allotment:		
Section:		
Crown Portion:	27 (PT)	
LTO base record:	D.C.M.B (RURAL)	
Last plan Reference:		
Title Reference:		
Depth Limitation:	NIL	

Warning as to dimensions:
 Any dimension and connectiond distance shown is
 based on the description of the land as contained
 in the General Law Title and is not based on survey
 information which has been investigated by the
 Registrar of Titles.

Easement Information

E - Encumbering Easement R - Encumbering Easement (ROAD) A - Appurtenant Easement

Easement Reference	Purpose/Authority	Width	Origin	Land benefitted/in favour of	Notations
NIL					<p>THIS PLAN HAS BEEN PREPARED FOR LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES</p> <p>Checked by  Date 21/6/02 Assistant Registrar of Titles</p>

LENGTHS ARE IN
METRESNOT TO
SCALESHEET
SIZE
A3

DEALING No: AP80301H

DEALING CODE: 14

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1006880

APPLICANT'S NAME & ADDRESS

ARMSTRONG COLLINS & DELACY C/- INFOTRACK (LEAP) C/-
- LANDATA

DOCKLANDS

VENDOR

HENDRIKS, THEODORUS NICOL

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

929

This certificate is issued for:

LOT 1 PLAN TP808598 ALSO KNOWN AS 139 HIGH STREET KYNETON
MACEDON RANGES SHIRE

The land is covered by the:

MACEDON RANGES PLANNING SCHEME

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

The land:

- is included in a COMMERCIAL 2 ZONE
- is within a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 4
- and a PROTECTED SETTLEMENT BOUNDARY
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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

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

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

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

23 February 2024

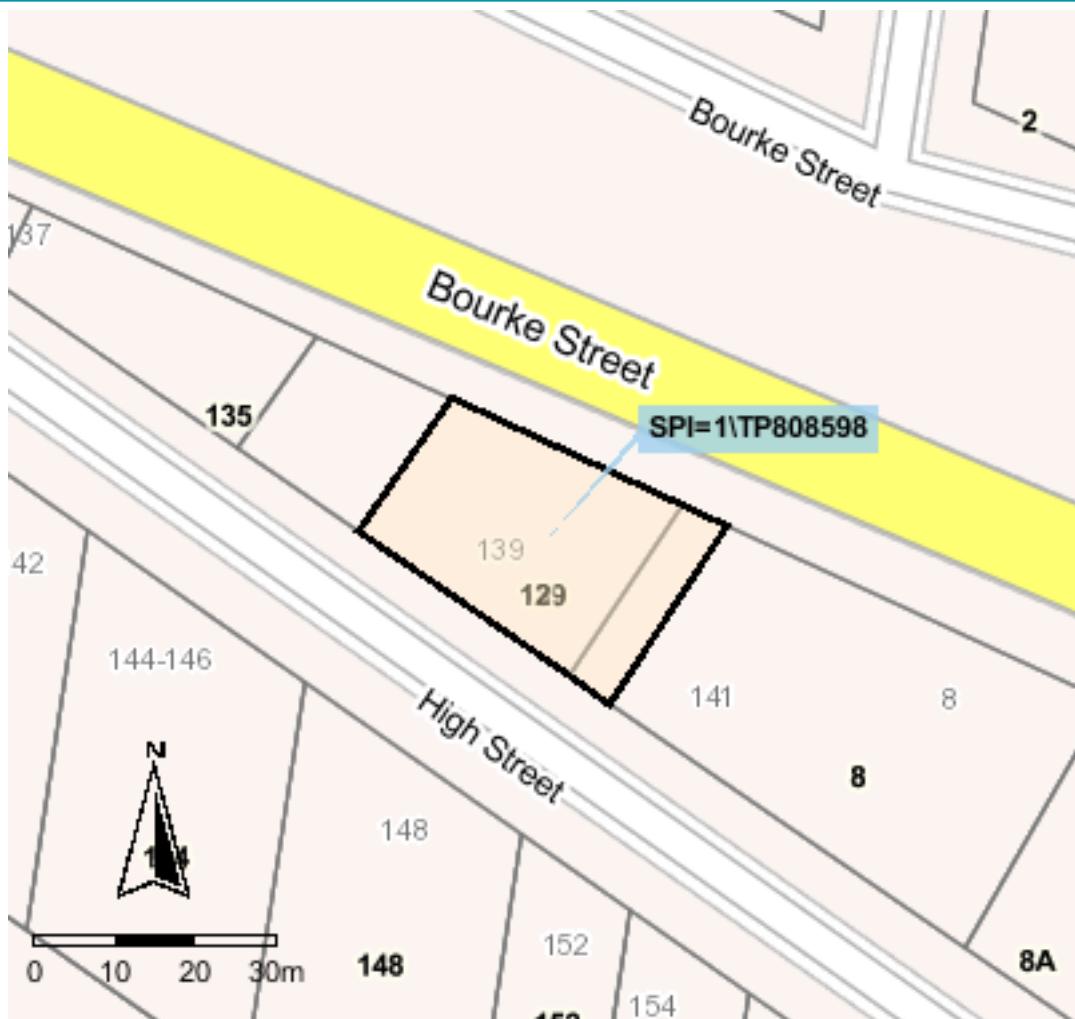
Sonya Kilkenny
Minister for Planning

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 19 February 2024 04:47 PM

PROPERTY DETAILS

Address:	139 HIGH STREET KYNETON 3444
Lot and Plan Number:	This property has 2 parcels. See table below
Standard Parcel Identifier (SPI):	See table below
Local Government Area (Council):	MACEDON RANGES
Council Property Number:	1166221
Directory Reference:	Vicroads 632 F6

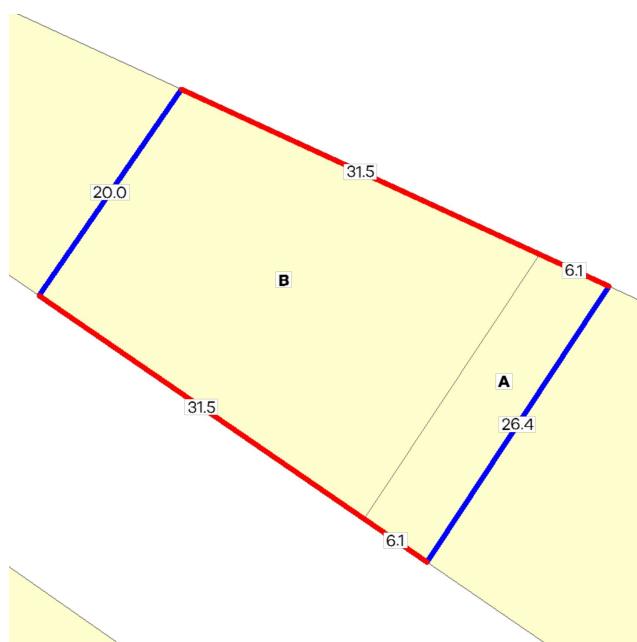
Note: There are 2 properties identified for this site.

These can include units (or car spaces), shops, or part or whole floors of a building.

Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 868 sq. m

Perimeter: 122 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](#)

PARCEL DETAILS

The letter in the first column identifies the parcel in the diagram above

Lot/Plan or Crown Description	SPI
A Lot 1 TP808598	1\TP808598
B Lot 1 TP808608	1\TP808608

UTILITIES

Rural Water Corporation:	Goulburn-Murray Water
Urban Water Corporation:	Coliban Water
Melbourne Water:	Outside drainage boundary
Power Distributor:	POWERCOR

STATE ELECTORATES

Legislative Council:	NORTHERN VICTORIA
Legislative Assembly:	MACEDON

PROPERTY REPORT



Energy,
Environment
and Climate Action

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

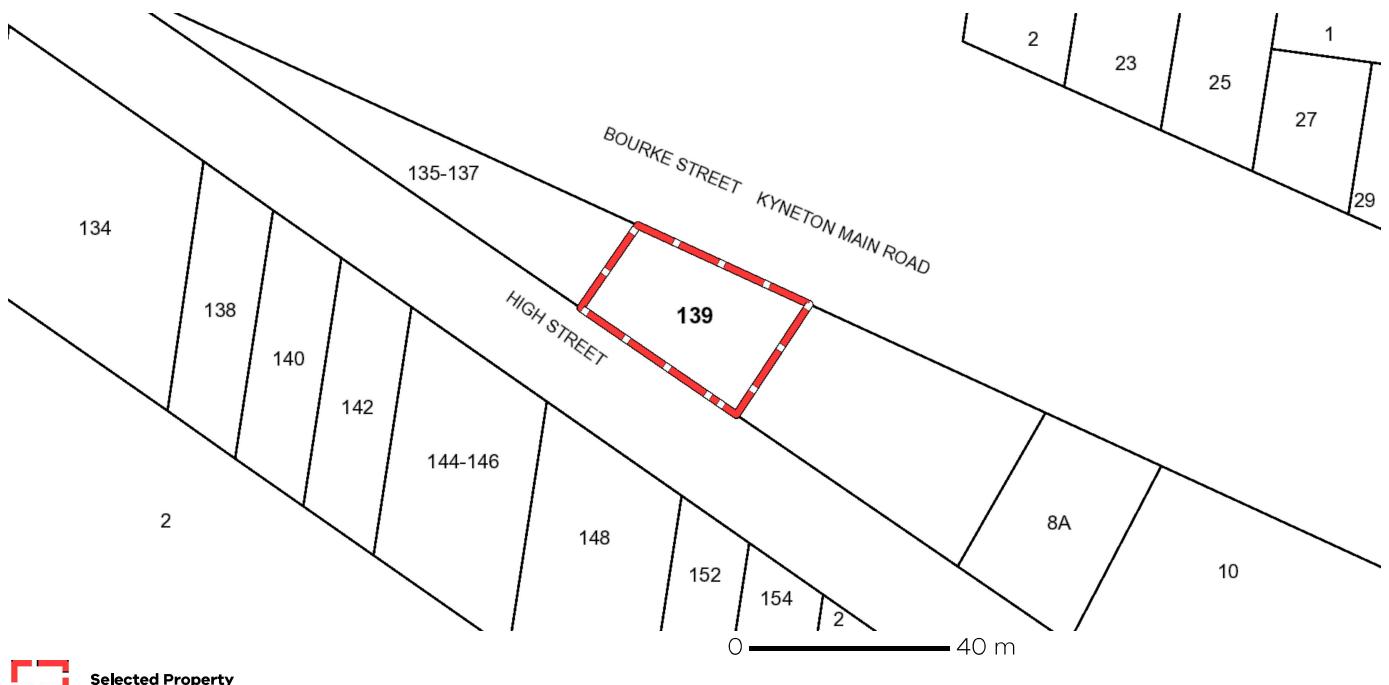
The Planning Property Report for this property can be found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



Selected Property

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 19 February 2024 04:47 PM

PROPERTY DETAILS

Address:	139 HIGH STREET KYNETON 3444
Lot and Plan Number:	More than one parcel - see link below
Standard Parcel Identifier (SPI):	More than one parcel - see link below
Local Government Area (Council):	MACEDON RANGES
Council Property Number:	1166221
Planning Scheme:	Macedon Ranges
Directory Reference:	Vicroads 632 F6

This property has 2 parcels. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation:	Goulburn-Murray Water
Urban Water Corporation:	Coliban Water
Melbourne Water:	Outside drainage boundary
Power Distributor:	POWERCOR

[View location in VicPlan](#)

STATE ELECTORATES

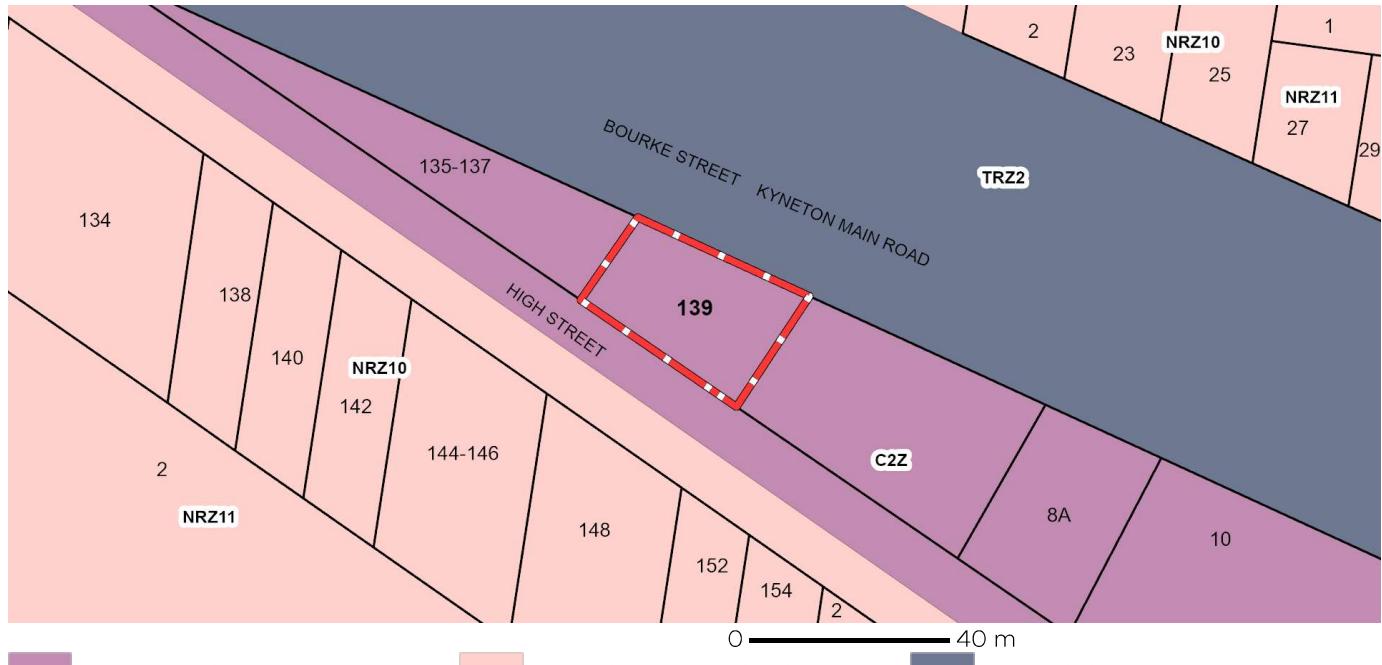
Legislative Council:	NORTHERN VICTORIA
Legislative Assembly:	MACEDON

OTHER

Registered Aboriginal Party: **Taungurung Land and Waters Council Aboriginal Corporation**

Planning Zones

COMMERCIAL 2 ZONE (C2Z)



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

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 4 (ESO4)

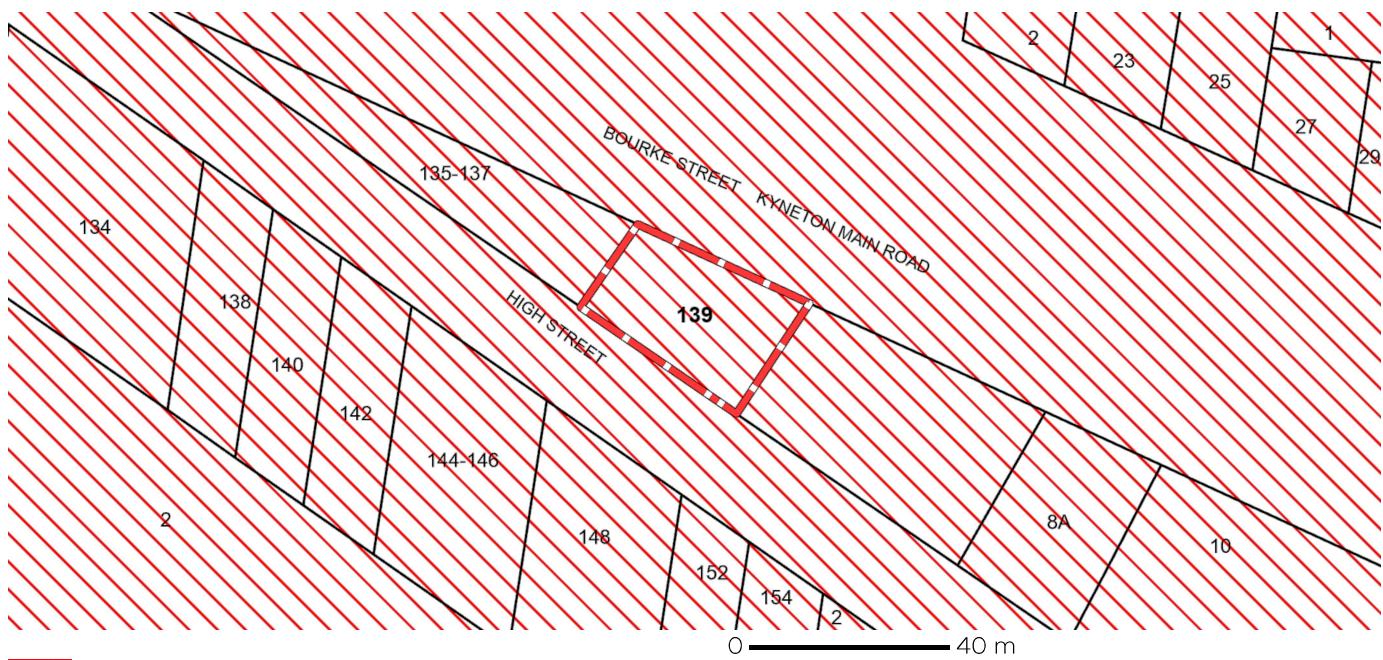


ESO - Environmental Significance Overlay

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

PROTECTED SETTLEMENT BOUNDARY (PSB)

PROTECTED SETTLEMENT BOUNDARY SCHEDULE (PSB)



PSB - Protected Settlement Boundary

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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

VEGETATION PROTECTION OVERLAY (VPO)



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 7 December 2023.

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 abut the land.

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

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

To view planning zones, overlay and heritage information in an interactive format visit

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

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

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

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

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

Native Vegetation

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

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

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 16 April 2024 12:42 PM

PROPERTY DETAILS

Address:	141 HIGH STREET KYNETON 3444
Lot and Plan Number:	Lot 1 TP808591
Standard Parcel Identifier (SPI):	1\TP808591
Local Government Area (Council):	MACEDON RANGES
Council Property Number:	1185433
Directory Reference:	Vicroads 632 F6

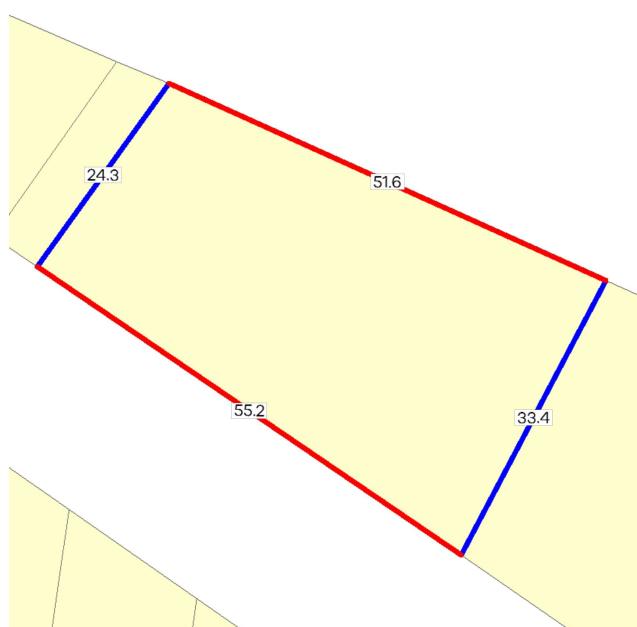
Note: There are 2 properties identified for this site.

These can include units (or car spaces), shops, or part or whole floors of a building.

Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1533 sq. m

Perimeter: 165 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:	Goulburn-Murray Water
Urban Water Corporation:	Coliban Water
Melbourne Water:	Outside drainage boundary
Power Distributor:	POWERCOR

STATE ELECTORATES

Legislative Council:	NORTHERN VICTORIA
Legislative Assembly:	MACEDON

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can be found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



From www.planning.vic.gov.au at 16 April 2024 12:42 PM

PROPERTY DETAILS

Address:	141 HIGH STREET KYNETON 3444
Lot and Plan Number:	Lot 1 TP808591
Standard Parcel Identifier (SPI):	1\TP808591
Local Government Area (Council):	MACEDON RANGES
Council Property Number:	www.mrsc.vic.gov.au 1185433
Planning Scheme:	Macedon Ranges
Directory Reference:	Planning Scheme - Macedon Ranges VicRoads 632 F6

UTILITIES

Rural Water Corporation:	Goulburn-Murray Water
Urban Water Corporation:	Coliban Water
Melbourne Water:	Outside drainage boundary
Power Distributor:	POWERCOR

[View location in VicPlan](#)

STATE ELECTORATES

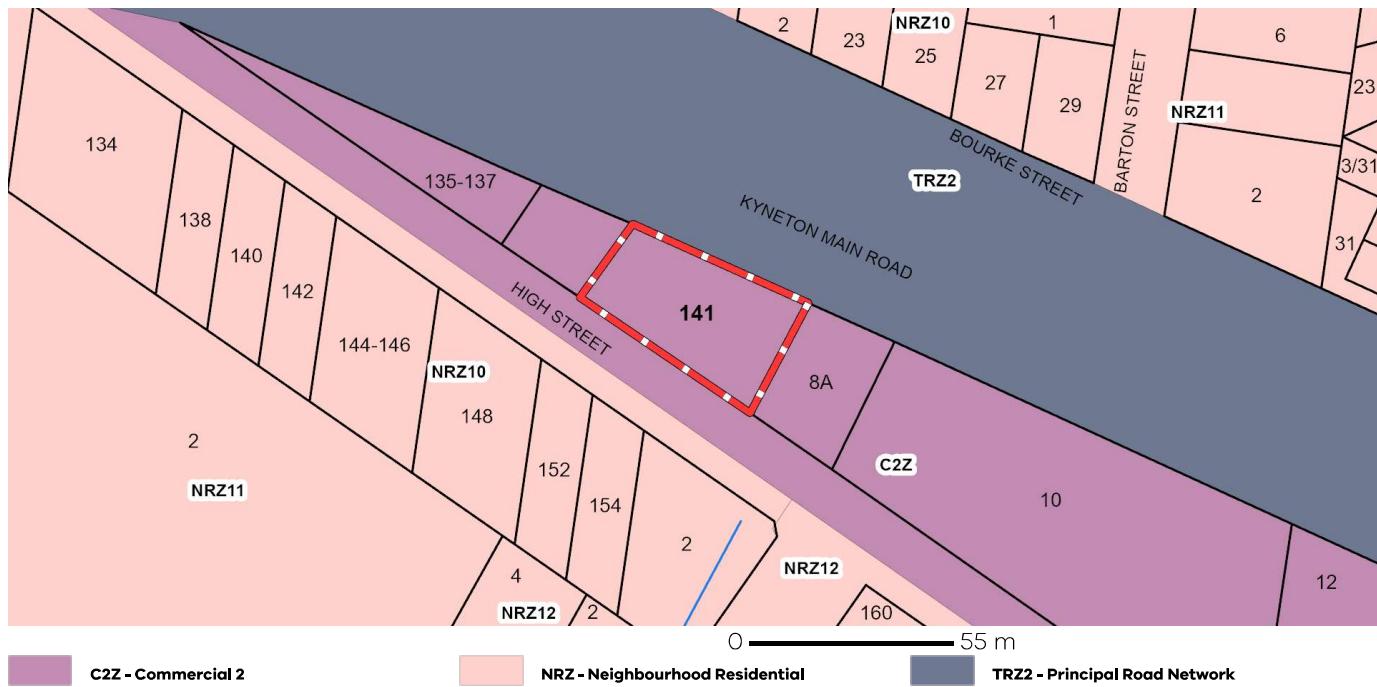
Legislative Council:	NORTHERN VICTORIA
Legislative Assembly:	MACEDON

OTHER

Registered Aboriginal Party: **Taungurung Land and Waters Council Aboriginal Corporation**

Planning Zones

COMMERCIAL 2 ZONE (C2Z)



C2Z - Commercial 2

NRZ - Neighbourhood Residential

TRZ2 - Principal Road Network

Water course

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

Planning Overlays

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 4 (ESO4)



ESO - Environmental Significance Overlay

Water course

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

PROTECTED SETTLEMENT BOUNDARY (PSB)

PROTECTED SETTLEMENT BOUNDARY SCHEDULE (PSB)



PSB - Protected Settlement Boundary

Water course

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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

VEGETATION PROTECTION OVERLAY (VPO)



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 7 December 2023.

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 abut the land.

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

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

To view planning zones, overlay and heritage information in an interactive format visit

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

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

Designated Bushfire Prone Areas

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



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

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

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

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

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

Native Vegetation

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

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

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



ABN 42 686 389 537
PO BOX 151 KYNETON VIC 3444
EMAIL for updates to certificates: rates@mrsc.vic.gov.au

LAND INFORMATION CERTIFICATE
Local Government Act 2020
Local Government (Land Information) Regulations 2021

Leap Searching
C/- Landata,
GPO BOX 527,
MELBOURNE VIC 3001

Cert No: 25919
Assessment Number: **21856-0**
Property Key: 1166221
Your Ref: 71937657-021-4
Date: 28 February 2024

Property Details:
139 High Street KYNETON VIC 3444

Site Value	\$ 260,000
Capital Improved Value	\$ 430,000
Net Annual Value	\$ 21,500
Valuation Year	2023
Rating Year	2023/2024

Property Land Use Classification:

Land Use: 110 - Detached Home Current

Title Details:

PT LOT 1 TP 808608R LOT 1 TP 808598R P/Carlsruhe DOES NOT INCLUDE ALL PARTS ON TITLE CT-10657/024,
CT-10657/045

Land Area:

398m²

The valuations, which appear on this certificate, have been prepared for rating and taxing purposes only and are not intended for any other purpose. PLEASE NOTE: The valuation of this property may be subject to review via a general revaluation or a supplementary valuation in accordance with Section 13DF of the Valuation of Land Act 1960.

PROPERTY RATES & CHARGES

Rates, charges and other monies due and payable for the year ending 30 June 2024, due and payable on 1 July 2023. Please note rates and charges are payable by instalments on the dates indicated: 30 September, 30 November, 28 February & 31 May.

Rates & Charges	Levied	Balance
General Rates (differential rate)	\$ 773.31	\$ 386.63
Garbage / Recycling	\$ 495.00	\$ 247.49
Municipal Charges	\$ 189.00	\$ 94.49
EPA Victorian Waste Levy	\$ 46.00	\$ 23.00
State Government Levies	\$ 144.78	\$ 72.39
Interest (\$0.00)		
Legal Charges - Arrears		\$ 0.00
Legal Charges - Current		<u>\$ 0.00</u>
SUB TOTAL RATES & CHARGES DUE	<u>\$ 1,648.09</u>	<u>\$ 824.00</u>
Debtor		\$ 0.00
Schemes Special Rates & Charges		\$ 0.00
SUB TOTAL DEBTOR AND SPECIAL CHARGES		<u>\$ 0.00</u>

LAND INFORMATION CERTIFICATE
Local Government Act 2020
Local Government (Land Information) Regulations 2021

TOTAL RATES & CHARGES DUE

\$ 824.00

Please Note if making a settlement payment via PEXA please use biller code: 16295 and Ref: 218560

The Council uses CIV to determine the value of the property for rating purposes.

This Certificate PROVIDES information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, Local Government Act 1989, Local Government Act 1958 or under a local law or by law of the Council.

This Certificate IS NOT REQUIRED to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from Council or the relevant Authority. A fee may be charged for such information.

- ** There are no monies owed under Sec 227, Local Government Act 1989.
- ** There is NO potential liability for rates under the Cultural & Recreational Lands Act 1963.
- ** There is NO potential liability for the land to become rateable under Sections 173, or 174A of the Local Government Act 1989.
- ** There are NO outstanding amounts required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the Subdivision Act 1988, or the Local Government Act 1958.
- ** There are NO Notices or Orders on the land which have a continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or by-law of Council.

I hereby certify that at the date of issue, the information given in this Certificate is a true and correct disclosure of the rates, other monies and interest payable to the Macedon Ranges Shire Council, together with any notices or orders referred to in this Certificate.

After the issue of this certificate, Council may be prepared to provide an update to information to the applicant about matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of this information given, and no employee of the Council is authorised to bind the Council by the giving of such information. Certificates will only be updated to the applicant and confirmation will be provided to non-applicants. EMAIL for updates to certificates: rates@mrsc.vic.gov.au

No updating of Certificate details will be given if the date of issue of the Certificate exceeds three months (90 days). New certificates must be applied for.

ADDITIONAL INFORMATION

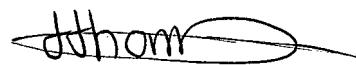
Purchaser: Not Known

Remarks:

Property Conditions:

I acknowledge having received the sum of \$28.90 being the fee for this certificate.

Authorised Officer:



Date of Issue: 28 February 2024

Cert No: 25919

LAND INFORMATION CERTIFICATE
Local Government Act 2020
Local Government (Land Information) Regulations 2021

CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN TO THE APPLICANT AND UP TO 90 DAYS AFTER ISSUE DATE. PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK. THIS CERTIFICATE WILL EXPIRE ON **28 May 2024**.

ABN 42 686 389 537
 PO BOX 151 KYNETON VIC 3444
EMAIL for updates to certificates: rates@mrsc.vic.gov.au

LAND INFORMATION CERTIFICATE
Local Government Act 2020
Local Government (Land Information) Regulations 2021

Leap Searching
 C/- Landata,
 GPO BOX 527,
 MELBOURNE VIC 3001

Cert No: 25920
Assessment Number: 18886-2
Property Key: 1169851
Your Ref: 71978118-021-3
Date: 28 February 2024

Property Details:	Site Value	\$ 550,000
Macedon Ranges Hampers, 2 Bourke Street KYNETON VIC 3444	Capital Improved Value	\$ 550,000
	Net Annual Value	\$ 27,500
	Valuation Year	2023
	Rating Year	2023/2024

Property Land Use Classification:

Land Use: 210 - Retail Premises (single occupancy/single title/str Current

Title Details:

PT LOT 1 TP 808608R P/Carlsruhe DOES NOT INCLUDE ALL PARTS ON TITLE CT-10657/024

Land Area:

470m2

The valuations, which appear on this certificate, have been prepared for rating and taxing purposes only and are not intended for any other purpose. PLEASE NOTE: The valuation of this property may be subject to review via a general revaluation or a supplementary valuation in accordance with Section 13DF of the Valuation of Land Act 1960.

PROPERTY RATES & CHARGES

Rates, charges and other monies due and payable for the year ending 30 June 2024, due and payable on 1 July 2023. Please note rates and charges are payable by instalments on the dates indicated: 30 September, 30 November, 28 February & 31 May.

Rates & Charges	Levied	Balance
General Rates (differential rate)	\$ 1,186.96	\$ 593.07
Garbage / Recycling	\$ 495.00	\$ 247.33
Municipal Charges	\$ 189.00	\$ 94.44
EPA Victorian Waste Levy	\$ 46.00	\$ 22.99
State Government Levies	\$ 564.75	\$ 282.17
Interest (\$0.00)		
Legal Charges - Arrears		\$ 0.00
Legal Charges - Current		\$ 0.00
SUB TOTAL RATES & CHARGES DUE	<u>\$ 2,481.71</u>	<u>\$ 1,240.00</u>

Debtor	\$ 0.00
Schemes Special Rates & Charges	\$ 0.00
SUB TOTAL DEBTOR AND SPECIAL CHARGES	<u>\$ 0.00</u>
TOTAL RATES & CHARGES DUE	<u>\$ 1,240.00</u>

Please Note if making a settlement payment via PEXA please use biller code: 16295 and Ref: 188862

The Council uses CIV to determine the value of the property for rating purposes.

LAND INFORMATION CERTIFICATE
Local Government Act 2020
Local Government (Land Information) Regulations 2021

This Certificate PROVIDES information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, Local Government Act 1989, Local Government Act 1958 or under a local law or by law of the Council.

This Certificate IS NOT REQUIRED to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from Council or the relevant Authority. A fee may be charged for such information.

- ** There are no monies owed under Sec 227, Local Government Act 1989.
- ** There is NO potential liability for rates under the Cultural & Recreational Lands Act 1963.
- ** There is NO potential liability for the land to become rateable under Sections 173, or 174A of the Local Government Act 1989.
- ** There are NO outstanding amounts required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the Subdivision Act 1988, or the Local Government Act 1958.
- ** There are NO Notices or Orders on the land which have a continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or by-law of Council.

I hereby certify that at the date of issue, the information given in this Certificate is a true and correct disclosure of the rates, other monies and interest payable to the Macedon Ranges Shire Council, together with any notices or orders referred to in this Certificate.

After the issue of this certificate, Council may be prepared to provide an update to information to the applicant about matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of this information given, and no employee of the Council is authorised to bind the Council by the giving of such information. Certificates will only be updated to the applicant and confirmation will be provided to non-applicants. EMAIL for updates to certificates: rates@mrsc.vic.gov.au

No updating of Certificate details will be given if the date of issue of the Certificate exceeds three months (90 days). New certificates must be applied for.

ADDITIONAL INFORMATION

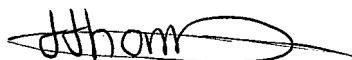
Purchaser: Not Known

Remarks:

Property Conditions:

I acknowledge having received the sum of \$28.90 being the fee for this certificate.

Authorised Officer:



Date of Issue: 28 February 2024

Cert No: 25920

CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN TO THE APPLICANT AND UP TO 90 DAYS AFTER ISSUE DATE. PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK. THIS CERTIFICATE WILL EXPIRE ON 28 May 2024.

ABN 42 686 389 537
 PO BOX 151 KYNETON VIC 3444
EMAIL for updates to certificates: rates@mrsc.vic.gov.au

LAND INFORMATION CERTIFICATE
Local Government Act 2020
Local Government (Land Information) Regulations 2021

Leap Searching
 C/- Landata,
 GPO BOX 527,
 MELBOURNE VIC 3001

Cert No: 26192
Assessment Number: 21857-8
Property Key: 1185433
Your Ref: 72505389-012-4
Date: 18 April 2024

Property Details: 141 High Street KYNETON VIC 3444	Site Value \$ 185,000
	Capital Improved Value \$ 290,000
	Net Annual Value \$ 14,500
	Valuation Year 2023
	Rating Year 2023/2024

Property Land Use Classification:

Land Use: 110 - Detached Home Current

Title Details:

PT LOT 1 TP 808591G P/Carlsruhe DOES NOT INCLUDE ALL PARTS ON TITLE CT-10656/504

Land Area:

522m2

The valuations, which appear on this certificate, have been prepared for rating and taxing purposes only and are not intended for any other purpose. PLEASE NOTE: The valuation of this property may be subject to review via a general revaluation or a supplementary valuation in accordance with Section 13DF of the Valuation of Land Act 1960.

PROPERTY RATES & CHARGES

Rates, charges and other monies due and payable for the year ending 30 June 2024, due and payable on 1 July 2023. Please note rates and charges are payable by instalments on the dates indicated: 30 September, 30 November, 28 February & 31 May.

Rates & Charges	Levied	Balance
General Rates (differential rate)	\$ 521.54	\$ 130.21
Garbage / Recycling	\$ 495.00	\$ 123.59
Municipal Charges	\$ 189.00	\$ 47.17
EPA Victorian Waste Levy	\$ 46.00	\$ 11.49
State Government Levies	\$ 138.34	\$ 34.54
Interest (\$0.00)		
Legal Charges - Arrears		\$ 0.00
Legal Charges - Current		<u>\$ 0.00</u>
SUB TOTAL RATES & CHARGES DUE	<u>\$ 1,389.88</u>	<u>\$ 347.00</u>

Debtor	\$ 0.00
Schemes Special Rates & Charges	\$ 0.00
SUB TOTAL DEBTOR AND SPECIAL CHARGES	<u>\$ 0.00</u>
TOTAL RATES & CHARGES DUE	<u>\$ 347.00</u>

Please Note if making a settlement payment via PEXA please use biller code: 16295 and Ref: 218578

The Council uses CIV to determine the value of the property for rating purposes.

LAND INFORMATION CERTIFICATE
Local Government Act 2020
Local Government (Land Information) Regulations 2021

This Certificate PROVIDES information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, Local Government Act 1989, Local Government Act 1958 or under a local law or by law of the Council.

This Certificate IS NOT REQUIRED to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from Council or the relevant Authority. A fee may be charged for such information.

- ** There are no monies owed under Sec 227, Local Government Act 1989.
- ** There is NO potential liability for rates under the Cultural & Recreational Lands Act 1963.
- ** There is NO potential liability for the land to become rateable under Sections 173, or 174A of the Local Government Act 1989.
- ** There are NO outstanding amounts required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the Subdivision Act 1988, or the Local Government Act 1958.
- ** There are NO Notices or Orders on the land which have a continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or by-law of Council.

I hereby certify that at the date of issue, the information given in this Certificate is a true and correct disclosure of the rates, other monies and interest payable to the Macedon Ranges Shire Council, together with any notices or orders referred to in this Certificate.

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No updating of Certificate details will be given if the date of issue of the Certificate exceeds three months (90 days). New certificates must be applied for.

ADDITIONAL INFORMATION

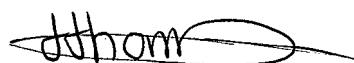
Purchaser: Not Known

Remarks:

Property Conditions:

I acknowledge having received the sum of \$28.90 being the fee for this certificate.

Authorised Officer:



Date of Issue: 18 April 2024

Cert No: 26192

CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN TO THE APPLICANT AND UP TO 90 DAYS AFTER ISSUE DATE. PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK. THIS CERTIFICATE WILL EXPIRE ON 17 July 2024.



ABN 42 686 389 537
PO BOX 151 KYNETON VIC 3444
EMAIL for updates to certificates: rates@mrsc.vic.gov.au

LAND INFORMATION CERTIFICATE
Local Government Act 2020
Local Government (Land Information) Regulations 2021

Leap Searching
C/- Landata,
GPO BOX 527,
MELBOURNE VIC 3001

Cert No: 26193
Assessment Number: 21858-6
Property Key: 1182687
Your Ref: 72532904-012-3
Date: 18 April 2024

Property Details: DRC Auto Electrical & 4x4, 8 Bourke Street KYNETON VIC 3444	Site Value \$ 775,000
	Capital Improved Value \$ 775,000
	Net Annual Value \$ 38,750
	Valuation Year 2023
	Rating Year 2023/2024

Property Land Use Classification:

Land Use: 320 - General Purpose Warehouse Current

Title Details:

PT LOT 1 TP 808591G P/Carlsruhe DOES NOT INCLUDE ALL PARTS ON TITLE CT-10656/504

Land Area:

1092m²

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PROPERTY RATES & CHARGES

Rates, charges and other monies due and payable for the year ending 30 June 2024, due and payable on 1 July 2023. Please note rates and charges are payable by instalments on the dates indicated: 30 September, 30 November, 28 February & 31 May.

Rates & Charges	Levied	Balance
General Rates (differential rate)	\$ 1,672.53	\$ 417.97
Garbage / Recycling	\$ 881.00	\$ 220.16
Municipal Charges	\$ 189.00	\$ 47.24
EPA Victorian Waste Levy	\$ 46.00	\$ 11.49
State Government Levies	\$ 856.95	\$ 214.14
Interest (\$0.00)		
Legal Charges - Arrears		\$ 0.00
Legal Charges - Current		<u>\$ 0.00</u>
SUB TOTAL RATES & CHARGES DUE	<u>\$ 3,645.48</u>	<u>\$ 911.00</u>
Debtor		\$ 0.00
Schemes Special Rates & Charges		\$ 0.00
SUB TOTAL DEBTOR AND SPECIAL CHARGES		<u>\$ 0.00</u>
TOTAL RATES & CHARGES DUE		<u>\$ 911.00</u>

LAND INFORMATION CERTIFICATE
Local Government Act 2020
Local Government (Land Information) Regulations 2021

Please Note if making a settlement payment via PEXA please use biller code: 16295 and Ref: 218586

The Council uses CIV to determine the value of the property for rating purposes.

This Certificate PROVIDES information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, Local Government Act 1989, Local Government Act 1958 or under a local law or by law of the Council.

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- ** There is NO potential liability for rates under the Cultural & Recreational Lands Act 1963.
- ** There is NO potential liability for the land to become rateable under Sections 173, or 174A of the Local Government Act 1989.
- ** There are NO outstanding amounts required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the Subdivision Act 1988, or the Local Government Act 1958.
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ADDITIONAL INFORMATION

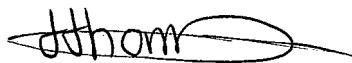
Purchaser:

Remarks:

Property Conditions:

I acknowledge having received the sum of \$28.90 being the fee for this certificate.

Authorised Officer:



Date of Issue:

18 April 2024

Cert No:

26193

CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN TO THE APPLICANT AND UP TO 90 DAYS AFTER ISSUE DATE. PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE

LAND INFORMATION CERTIFICATE
Local Government Act 2020
Local Government (Land Information) Regulations 2021

BANK. THIS CERTIFICATE WILL EXPIRE ON 17 July 2024.

23 February 2024

Info Track
C/- Landata
GPO BOX 527
MELBOURNE VIC 3001

Your Ref: 71937657-022-1
Receipt No:
Contact: 5422 0333

Landata.online@servictoria.com.au

**BUILDING ACT 1993 AND BUILDING REGULATIONS 2018
PROPERTY INFORMATION REGULATION 51(1)**

Address: 139 High Street KYNETON VIC 3444
Title Description: PT LOT 1 TP 808608R LOT 1 TP 808598R P/Carlsruhe DOES NOT INCLUDE ALL PARTS ON TITLE
Property No: 1166221
Certificate No: 17533

Notices or Orders issued:

Reference No.	Description	Decision Type	Issue Date
Council has no record of any current Notices or Orders on the land			

Permits or Certificates of Final Inspection issued in the last 10 years

Application No.	Description of Works	Decision Type	Decision Date
NOTE: Council has no record of building approvals being issued for the above property in the past 10 years.			

Details of any current determination made under regulation 64(1) (combined allotments) or exemption granted under regulation 231(2) (subdivision of existing buildings) since 2 June 2018

Application No.	Description of Works	Regulation	Decision Date
No statements issued have been recorded against this property.			

To determine if your property is within a Bushfire Prone Area the maps are available to search through the Land Channel website: www.land.vic.gov.au



Authorised Officer
Macedon Ranges Shire Council

Page 1 of 2

Note:

Information supplied in accordance with Regulation 51 of the Building Regulations 2018 is provided based on the information contained in records held by Council.

Planning, Rates and Stormwater information can be sought from the relevant Council Departments.

The Macedon Ranges Shire **General purposes and amenity local law no 10** requires that building refuse must be contained within the building site. Below is an extract from the Local Law outlining the requirements for building refuse containment:

26 Amenity associated with Building Sites

- 1) *A person in charge of a building site for which a building permit has been issued must also obtain an Asset Protection Permit before commencing works on the building site.*

Penalty: 20 Penalty Units

- 2) *In addition to any requirements in the Asset Protection Permit a person must comply with the Council's Asset Protection Policy or any subsequent Policy adopted by the Council.*

Penalty: 20 Penalty Units

- 3) *A person in charge of a building site must ensure that prior to commencing works the building site has in place:*

- (a) *sanitary facilities to the satisfaction of the Authorised Officer;*
 - (b) *adequate litter devices that contain all building rubbish on the site to the satisfaction of the Authorised Officer; and*
 - (c) *adequate fencing within the perimeter of the building site to the satisfaction of the Authorised Officer.*

Penalty: 20 Penalty Units

18 April 2024

Info Track
C/- Landata
GPO BOX 527
MELBOURNE VIC 3001

Your Ref: 72505389-013-1
Receipt No:
Contact: 5422 0333

Landata.online@servictoria.com.au

**BUILDING ACT 1993 AND BUILDING REGULATIONS 2018
PROPERTY INFORMATION REGULATION 51(1)**

Address: 141 High Street KYNETON VIC 3444
Title Description: PT LOT 1 TP 808591G P/Carlsruhe DOES NOT INCLUDE ALL PARTS ON
TITLE
Property No: 1185433
Certificate No: 17779

Notices or Orders issued:

Reference No.	Description	Decision Type	Issue Date
Council has no record of any current Notices or Orders on the land			

Permits or Certificates of Final Inspection issued in the last 10 years

Application No.	Description of Works	Decision Type	Decision Date
NOTE: Council has no record of building approvals being issued for the above property in the past 10 years.			

Details of any current determination made under regulation 64(1) (combined allotments) or exemption granted under regulation 231(2) (subdivision of existing buildings) since 2 June 2018

Application No.	Description of Works	Regulation	Decision Date
No statements issued have been recorded against this property.			

To determine if your property is within a Bushfire Prone Area the maps are available to search through the Land Channel website: www.land.vic.gov.au



Authorised Officer
Macedon Ranges Shire Council

Page 1 of 2

Note:

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Penalty: 20 Penalty Units

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Penalty: 20 Penalty Units

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- (a) *sanitary facilities to the satisfaction of the Authorised Officer;*
 - (b) *adequate litter devices that contain all building rubbish on the site to the satisfaction of the Authorised Officer; and*
 - (c) *adequate fencing within the perimeter of the building site to the satisfaction of the Authorised Officer.*

Penalty: 20 Penalty Units



ABN 96 549 082 360

1300 363 200
www.coliban.com.au
PO Box 2770 BENDIGO DC
Victoria 3554

Armstrong Collins & Delacy C/- InfoTrack (LEAP) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Information Statement

(Special Meter Read)

Service Address: 137A High Street, Kyneton, VIC, 3444

Owner(s):	Title(s):
Hendriks, Theodorus Nicol	Lot 1, Title Plan, Plan Number 808608R, Volume 10657, Folio 024, Parish of Lauriston
	Lot 1, Title Plan, Plan Number 808598R, Volume 10657, Folio 045, Parish of Carlsruhe
Account Calculation:	
Fees and Charges	\$0.00
Scheme Arrears	\$0.00
Total amount in arrears:	\$0.00
Calculated charges from last billing date to 28-02-2024 as detailed on the following page/s.	\$93.69
Amount Due:	\$93.69

In accordance with Section 275 (1) of the Water Act (1989), the person /s who becomes the owner of the property must pay any amount that is a charge on that property under Section 274 (4A).

Unless prior consent has been obtained, the Water Act (1989) prohibits:

The erection and/or placement of any building, wall, bridge, embankment, fill or removal of earth, machinery or other structure on land over which an easement exists, or within one (1) metre laterally, of any works of Coliban Water.

Information Statement Issue Date:
1 March 2024

Your Reference:
71978118-032-9

Settlement Date:
28 February 2024

Information Statement Number:
ISN-0000039432

Property Number:
LOC-000032038

Settlement Payment Reference:
2000000320386

Amount Due:
\$93.69

If you are making a settlement payment
via PEXA, please use the biller code
39156 and the settlement payment
reference number detailed above.

Property Number: LOC-000032038
Service Address: 137A High Street, Kyneton, VIC, 3444

Details for Services provided and their tariffs:

WATER CONSUMPTION FEE

Service Number	Meter Number	Previous Date	Current Reading	Current Date	Reading
SP-000031501	16X005782	30-01-2024	347	01-03-2024	347
		Date From	Date To	Consumption (Kilolitres)	Rate per kL
		30-01-2024	01-03-2024	0.0000	\$ 2.4700
					\$0.00

WATER SERVICE FEE

Service Number	Size	Date From	Date To	Days	Rate per day	Amount
SP-000031501	25mm	30-01-2024	28-02-2024	30	\$ 1.0684	\$32.05

SEWERAGE SERVICE FEE

Service Number	Date From	Date To	Days	Rate per day	Amount
SP-000031501	30-01-2024	28-02-2024	30	\$ 2.0548	\$61.64

SEWERAGE VOLUME FEE

Service Number	Date From	Date To	Volume	Rate per kL	Amount
SP-000031501	30-01-2024	01-03-2024	0.0000	\$ 1.0718	\$0.00

Encumbrances and other information:

- * All acquisitions and dispositions are to be forwarded to Coliban Water via email: revenue@coliban.com.au
- * This Information Statement includes updated figures calculated after special meter read applied.
- * Could the applicant please phone for an update on this certificate prior to settlement. Alternatively, you can email revenue@coliban.com.au for an update and provide the ISN number (Information Statement number) and settlement date in your email.
- * Information Statements are valid for a period of 90 days from application date for service charges only. The special meter read is an actual read used to calculate water consumption up until the reading date only.
- * If you are making a settlement payment via PEXA, please use the biller code 39156 and the settlement payment reference number detailed on page 1. Once settlement is complete to ensure all the required information under the Water Act 1989, Section 159 continues to be provided to us during the property settlement process. Please advise all of the following details on the Notice of Acquisition/Disposition (with the relevant ownership details i.e. lot number/s, plan of subdivision number/s, volume number/s, folio number/s. The version of information being provided to the State Revenue Office (SRO) is adequate for our requirements.

Revenue Services

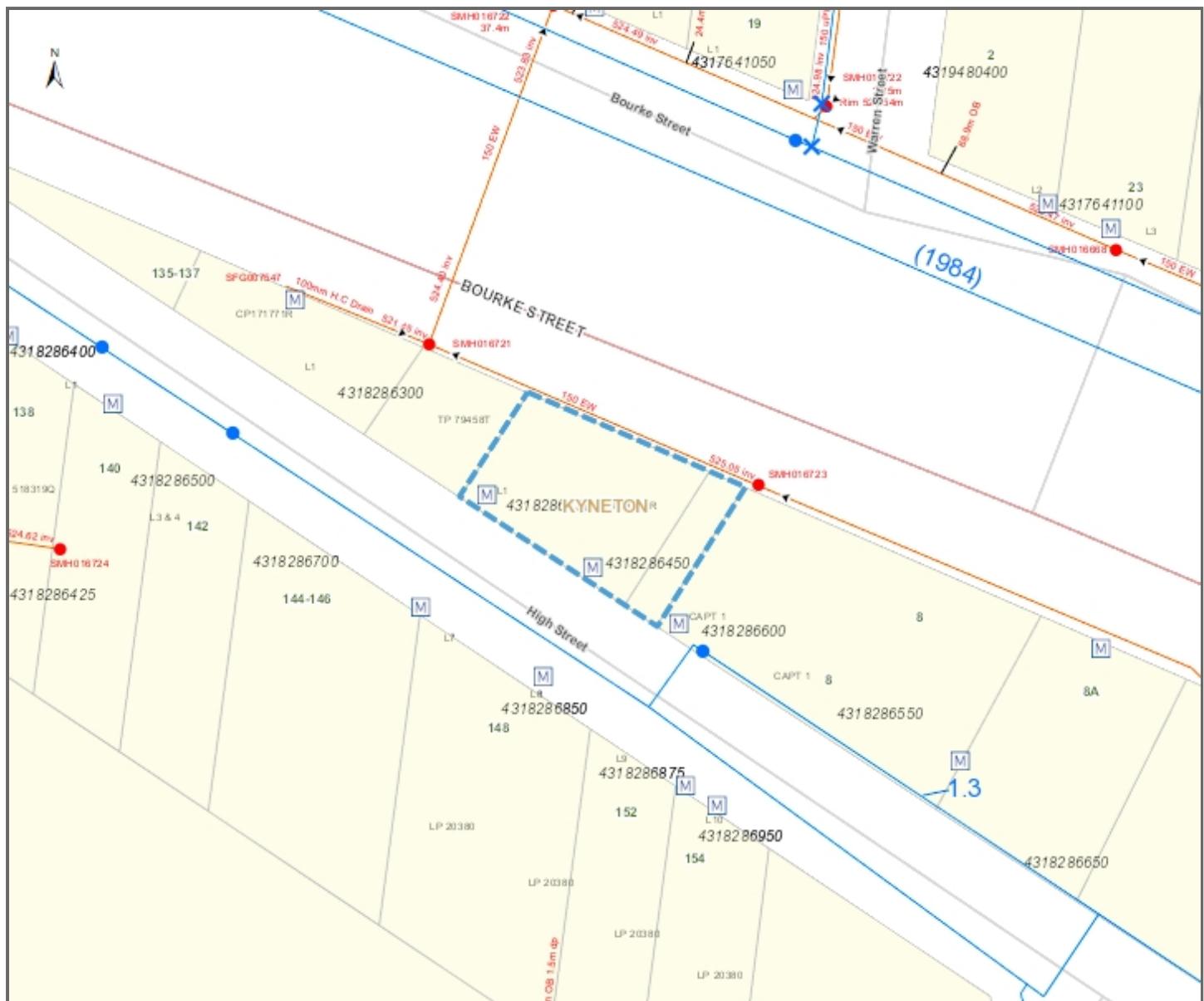
Coliban Region Water Corporation

37-45 Bridge Street Bendigo 3550
Phone 1300 363 200 Fax (03) 5434 1341

PROPERTY REPORT

Property Address: 137A High Street, Kyneton,
VIC, 3444

Date Created: 28-Feb-2024



Disclaimer with respect to the information provided:

Coliban Water makes no representation or warranty regarding the accuracy or completeness of the information in this document. Coliban Water further accepts no responsibility for any omissions or inaccuracies that may exist, and disclaims all liability for any loss or damage which may arise directly or indirectly from reliance on the information in this document, whether or not that loss is caused by any negligence on the part of Coliban Water or its employees.

Scale 1: 1,000





ABN 96 549 082 360

1300 363 200
www.coliban.com.au
PO Box 2770 BENDIGO DC
Victoria 3554

Armstrong Collins & Delacy C/- InfoTrack (LEAP) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Information Statement

(Special Meter Read)

Service Address: 139 High Street, Kyneton, VIC, 3444

Owner(s):	Title(s):
Hendriks, Theodorus Nicol	Lot 1, Title Plan, Plan Number 808598R, Volume 10657, Folio 045, Parish of Carlsruhe
Account Calculation:	
Fees and Charges	\$246.45
Scheme Arrears	\$0.00
Total amount in arrears:	\$246.45
Calculated charges from last billing date to 24-02-2024 as detailed on the following page/s.	\$71.19
Amount Due:	\$317.64

In accordance with Section 275 (1) of the Water Act (1989), the person /s who becomes the owner of the property must pay any amount that is a charge on that property under Section 274 (4A).

Unless prior consent has been obtained, the Water Act (1989) prohibits:

The erection and/or placement of any building, wall, bridge, embankment, fill or removal of earth, machinery or other structure on land over which an easement exists, or within one (1) metre laterally, of any works of Coliban Water.

Information Statement Issue Date:
27 February 2024

Your Reference:
71937657-032-0

Settlement Date:
24 February 2024

Information Statement Number:
ISN-0000039373

Property Number:
LOC-000032041

Settlement Payment Reference:
2000000320410

Amount Due:
\$317.64

If you are making a settlement payment
via PEXA, please use the biller code
39156 and the settlement payment
reference number detailed above.

Property Number: LOC-000032041
Service Address: 139 High Street, Kyneton, VIC, 3444

Details for Services provided and their tariffs:

WATER SERVICE FEE

Service Number	Size	Date From	Date To	Days	Rate per day	Amount
SP-000031505	20mm	30-01-2024	24-02-2024	26	\$ 0.6837	\$17.77

SEWERAGE SERVICE FEE

Service Number	Date From	Date To	Days	Rate per day	Amount
SP-000031505	30-01-2024	24-02-2024	26	\$ 2.0548	\$53.42

Encumbrances and other information:

* Our records indicate that there is a second assessment associated with Lot 1 Title Plan: 808598R known as: 137A High Street, Kyneton, VIC, 3444 A second application will be required for us to provide all relevant information for that property from Coliban Water.

* As requested a Special Meter Read was conducted. However our records indicate that the property is tenanted and that the water consumption charges are the responsibility of the tenant and therefore do not appear in this statement. Please note a Special Meter Reading charge is applicable to the owners account upon the tenants occupying/vacating. You can view our current charges at <https://coliban.com.au/about-us/fees-charges>.

* All acquisitions and dispositions are to be forwarded to Coliban Water via email: revenue@coliban.com.au

* This Information Statement includes updated figures calculated after special meter read applied.

* Could the applicant please phone for an update on this certificate prior to settlement. Alternatively, you can email revenue@coliban.com.au for an update and provide the ISN number (Information Statement number) and settlement date in your email.

* Information Statements are valid for a period of 90 days from application date for service charges only. The special meter read is an actual read used to calculate water consumption up until the reading date only.

* If you are making a settlement payment via PEXA, please use the biller code 39156 and the settlement payment reference number detailed on page 1. Once settlement is complete to ensure all the required information under the Water Act 1989, Section 159 continues to be provided to us during the property settlement process. Please advise all of the following details on the Notice of Acquisition/Disposition (with the relevant ownership details i.e. lot number/s, plan of subdivision number/s, volume number/s, folio number/s. The version of information being provided to the State Revenue Office (SRO) is adequate for our requirements.

Revenue Services

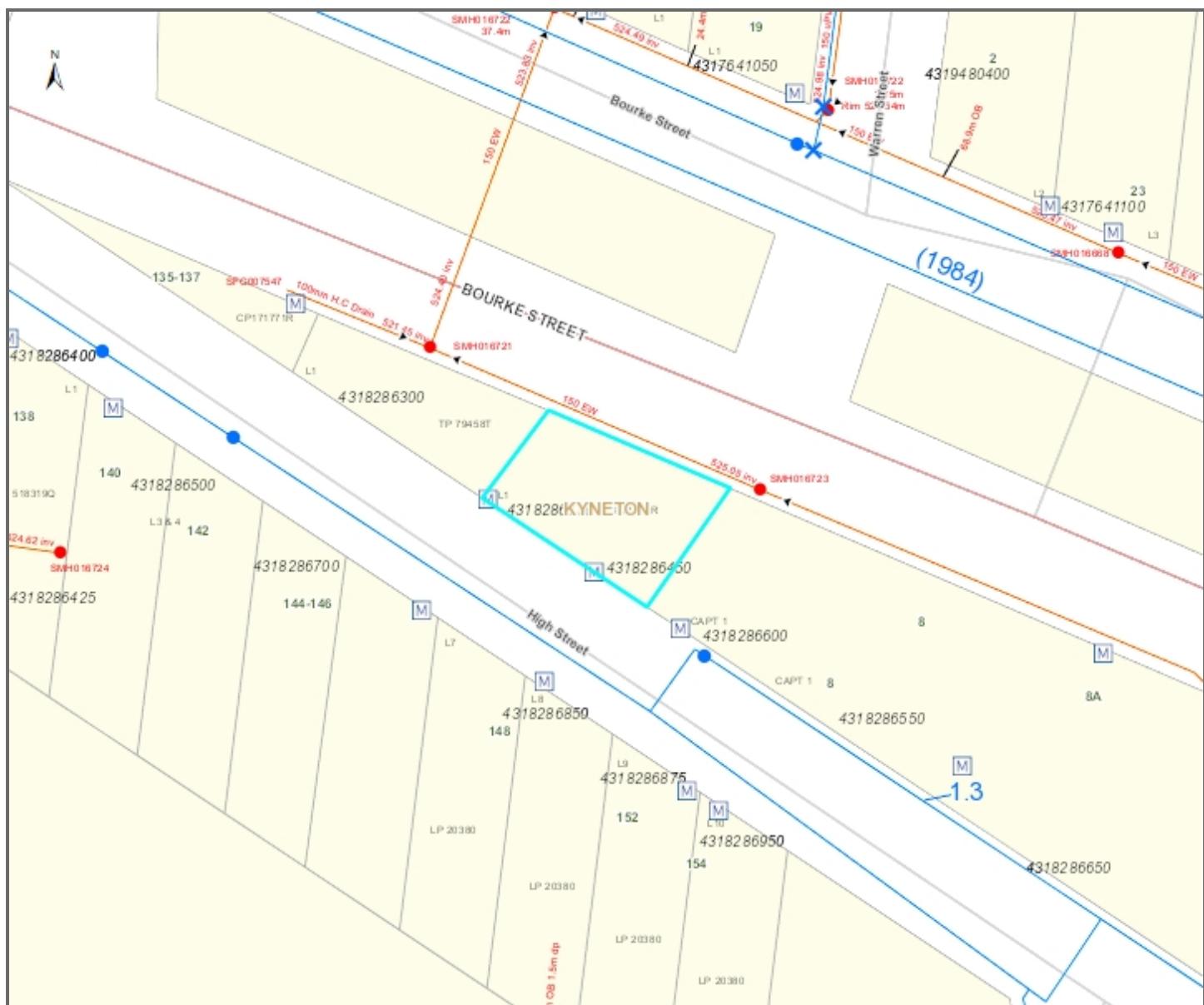
Coliban Region Water Corporation

37-45 Bridge Street Bendigo 3550
Phone 1300 363 200 Fax (03) 5434 1341

PROPERTY REPORT

Property Address: 139 High Street, Kyneton, VIC, 3444

Date Created: 23-Feb-2024



Disclaimer with respect to the information provided:

Coliban Water makes no representation or warranty regarding the accuracy or completeness of the information in this document. Coliban Water further accepts no responsibility for any omissions or inaccuracies that may exist, and disclaims all liability for any loss or damage which may arise directly or indirectly from reliance on the information in this document, whether or not that loss is caused by any negligence on the part of Coliban Water or its employees.

Scale 1: 1,000





ABN 96 549 082 360

1300 363 200
www.coliban.com.au
PO Box 2770 BENDIGO DC
Victoria 3554

Armstrong Collins & Delacy C/- InfoTrack (LEAP) C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Information Statement

(Special Meter Read)

Service Address: 141 High Street, Kyneton, VIC, 3444

Owner(s):	Title(s):
Hendriks, Theodorus Nicol	Lot 1, Title Plan, Plan Number 808591G, Volume 10656, Folio 504, Parish of Carlsruhe
Account Calculation:	
Fees and Charges	\$0.00
Scheme Arrears	\$0.00
Total amount in arrears:	\$0.00
Calculated charges from last billing date to 17-04-2024 as detailed on the following page/s.	\$213.59
Amount Due:	\$213.59

In accordance with Section 275 (1) of the Water Act (1989), the person /s who becomes the owner of the property must pay any amount that is a charge on that property under Section 274 (4A).

Unless prior consent has been obtained, the Water Act (1989) prohibits:

The erection and/or placement of any building, wall, bridge, embankment, fill or removal of earth, machinery or other structure on land over which an easement exists, or within one (1) metre laterally, of any works of Coliban Water.

Information Statement Issue Date:
18 April 2024

Your Reference:
72505389-022-3

Settlement Date:
17 April 2024

Information Statement Number:
ISN-0000040392

Property Number:
LOC-000032043

Settlement Payment Reference:
2000000320436

Amount Due:
\$213.59

If you are making a settlement payment
via PEXA, please use the biller code
39156 and the settlement payment
reference number detailed above.

Property Number: LOC-000032043
Service Address: 141 High Street, Kyneton, VIC, 3444

Details for Services provided and their tariffs:

WATER SERVICE FEE

Service Number	Size	Date From	Date To	Days	Rate per day	Amount
SP-000031507	20mm	31-01-2024	17-04-2024	78	\$ 0.6837	\$53.32

SEWERAGE SERVICE FEE

Service Number	Date From	Date To	Days	Rate per day	Amount
SP-000031507	31-01-2024	17-04-2024	78	\$ 2.0548	\$160.27

Encumbrances and other information:

* As requested a Special Meter Read was conducted. However our records indicate that the property is tenanted and that the water consumption charges are the responsibility of the tenant and therefore do not appear in this statement. Please note a Special Meter Reading charge is applicable to the owners account upon the tenants occupying/vacating. You can view our current charges at <https://coliban.com.au/about-us/fees-charges>.

* All acquisitions and dispositions are to be forwarded to Coliban Water via email: revenue@coliban.com.au

* This Information Statement includes updated figures calculated after special meter read applied.

* Could the applicant please phone for an update on this certificate prior to settlement. Alternatively, you can email revenue@coliban.com.au for an update and provide the ISN number (Information Statement number) and settlement date in your email.

* Information Statements are valid for a period of 90 days from application date for service charges only. The special meter read is an actual read used to calculate water consumption up until the reading date only.

* If you are making a settlement payment via PEXA, please use the biller code 39156 and the settlement payment reference number detailed on page 1. Once settlement is complete to ensure all the required information under the Water Act 1989, Section 159 continues to be provided to us during the property settlement process. Please advise all of the following details on the Notice of Acquisition/Disposition (with the relevant ownership details i.e. lot number/s, plan of subdivision number/s, volume number/s, folio number/s. The version of information being provided to the State Revenue Office (SRO) is adequate for our requirements.

Revenue Services

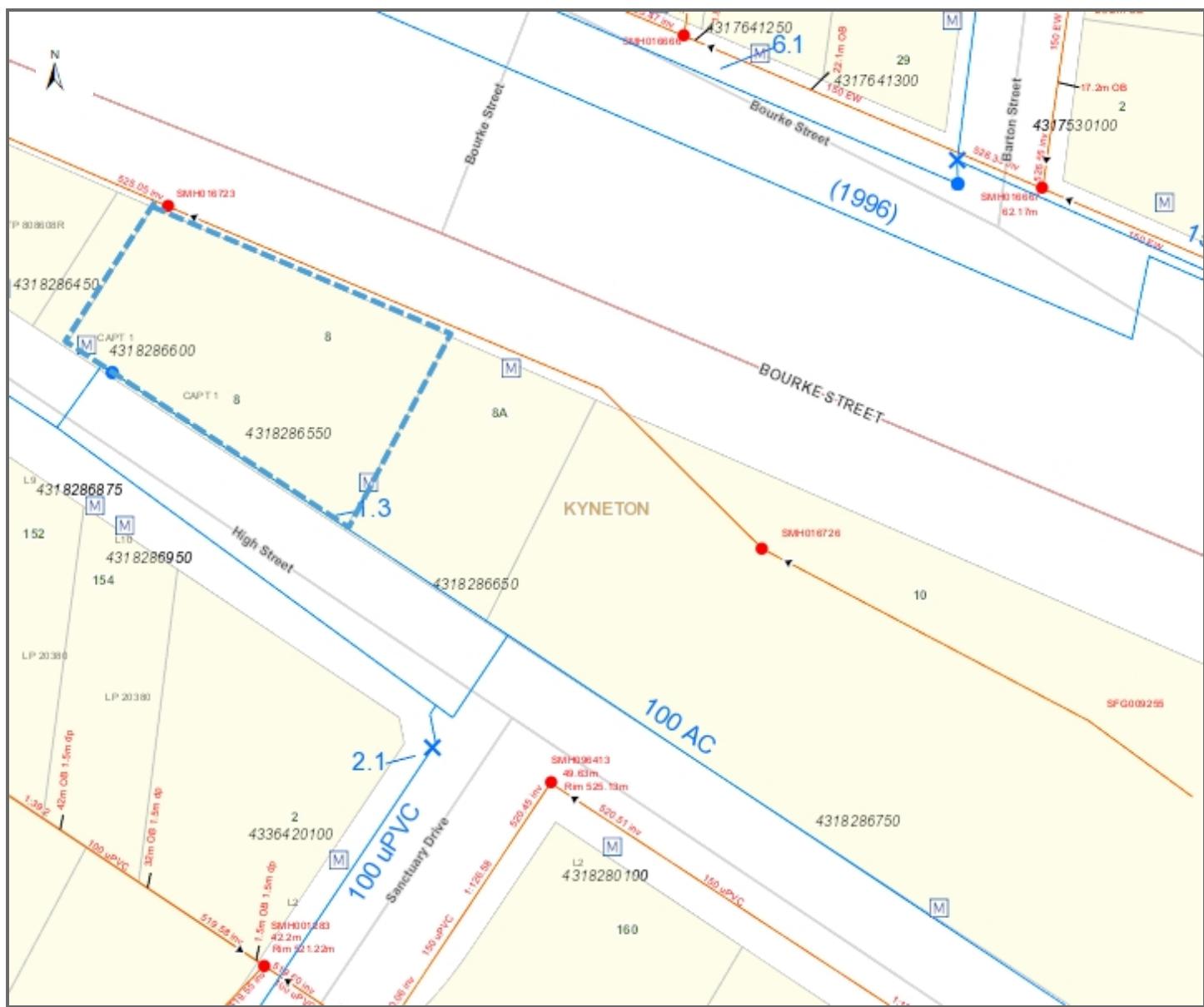
Coliban Region Water Corporation

37-45 Bridge Street Bendigo 3550
Phone 1300 363 200 Fax (03) 5434 1341

PROPERTY REPORT

Property Address: 141 High Street, Kyneton, VIC, 3444

Date Created: 16-Apr-2024



Disclaimer with respect to the information provided:

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Scale 1: 1,000



Property Clearance Certificate

Land Tax



INFOTRACK / ARMSTRONG COLLINS & DELACY

Your Reference: 111814

Certificate No: 71787059

Issue Date: 26 FEB 2024

Enquiries: MXS26

Land Address: 139 HIGH STREET KYNETON VIC 3444

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: THEODORUS NICOL HENDRIKS

Purchaser: FOR INFORMATION PURPOSES

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

Comments: Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$840,000

SITE VALUE: \$735,000

CURRENT LAND TAX CHARGE: \$6,815.86

Notes to Certificate - Land Tax

Certificate No: 71787059

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$3,060.00

Taxable Value = \$735,000

Calculated as \$2,250 plus (\$735,000 - \$600,000) multiplied by 0.600 cents.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 71787059

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 71787059

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Land Tax

Certificate No: 71787059

Land Address: 139 HIGH STREET KYNETON VIC 3444

Land Id	Lot	Plan	Volume	Folio	Tax Payable
11606683	1	808598	10657	45	\$5,100.30
	1	808608	10657	24	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR THEODORUS NICOLAS HENDRIKS	2024	\$550,000	\$5,100.30	\$0.00	\$5,100.30

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

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

Comments:

Current Land Tax Charge: 11606683 \$5,100.30

Land Address: 139 HIGH STREET KYNETON VIC 3444

Land Id	Lot	Plan	Volume	Folio	Tax Payable
17207916	1	808598	10657	45	\$1,715.56
	1	808608	10657	24	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR THEODORUS NICOLAS HENDRIKS	2024	\$185,000	\$1,715.56	\$0.00	\$1,715.56

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

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

Comments:

Current Land Tax Charge: 17207916 \$1,715.56

Total: \$6,815.86

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / ARMSTRONG COLLINS & DELACY

Your Reference: 111814
Certificate No: 71787059
Issue Date: 26 FEB 2024

Land Address: 139 HIGH STREET KYNETON VIC 3444

Lot	Plan	Volume	Folio
1	808598	10657	45
1	808608	10657	24

Vendor: THEODORUS NICOL HENDRIKS

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 71787059

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Biller Code: 416073
Ref: 71787055

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 71787055

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Property Clearance Certificate

Land Tax



INFOTRACK / ARMSTRONG COLLINS & DELACY

Your Reference: 111814

Certificate No: 75165877

Issue Date: 17 APR 2024

Enquiries: KXM15

Land Address: 141 HIGH STREET KYNETON VIC 3444

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: THEODORUS NICOL HENDRIKS

Purchaser: FOR INFORMATION PURPOSES

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

Comments: Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$1,065,000

SITE VALUE: \$960,000

CURRENT LAND TAX CHARGE: \$8,902.35

Notes to Certificate - Land Tax

Certificate No: 75165877

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$4,410.00

Taxable Value = \$960,000

Calculated as \$2,250 plus (\$960,000 - \$600,000) multiplied by 0.600 cents.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 75165877

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 75165877

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Land Tax

Certificate No: 75165877

Land Address: 141 HIGH STREET KYNETON VIC 3444

Land Id	Lot	Plan	Volume	Folio	Tax Payable
17207916	1	808591	10656	504	\$1,715.56

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR THEODORUS NICOLAS HENDRIKS	2024	\$185,000	\$1,715.56	\$0.00	\$1,715.56

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

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

Current Land Tax Charge:	17207916	\$1,715.56
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Land Address: 141 HIGH STREET KYNETON VIC 3444

Land Id	Lot	Plan	Volume	Folio	Tax Payable
31745350	1	808591	10656	504	\$7,186.79

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR THEODORUS NICOLAS HENDRIKS	2024	\$775,000	\$7,186.79	\$0.00	\$7,186.79

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

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

Comments:

Current Land Tax Charge:	31745350	\$7,186.79
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Total: \$8,902.35

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / ARMSTRONG COLLINS & DELACY

Your Reference: 111814
Certificate No: 75165877
Issue Date: 17 APR 2024

Land Address: 141 HIGH STREET KYNETON VIC 3444

Lot	Plan	Volume	Folio
1	808591	10656	504

Vendor: THEODORUS NICOL HENDRIKS

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 75165877

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Biller Code: 416073
Ref: 75165878

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 75165878

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Armstrong Collins & Delacy C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 929

NO PROPOSALS. As at the 23th February 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

139 HIGH STREET, KYNETON 3444
SHIRE OF MACEDON RANGES

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

Date of issue: 23th February 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 71937657 - 71937657095651 '929'

Code 135

Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008

THIS agreement is made on the **21st** day of **January, 2016**
at **Kyneton**

BETWEEN (LANDLORD) **T & M Hendriks**
C/- 165 Mollison Street
Kyneton Vic 3444

(Name, ACN (if landlord is a company) and address)

(*whose agent is **Connally's Real Estate**

25 799 005 473
165 Mollison Street
KYNETON Vic 3444

03 5422 2377) * strike out if not applicable

(Name, ACN (if agent is a company), business address and telephone number)

AND (TENANT) **Brenda Addicoat & Sarah Pollard**

141 High Street
Kyneton Vic 3444

(Name, ACN (if tenant is a company) and address)

1. Premises

The landlord lets the premises known as **141 High Street**
Kyneton Vic 3444

(*together with those items indicated in the schedule) *strike out if not applicable

2. Rent

The rent amount is **\$220.00** The date the first rent payment is due is **21/01/2016**

Pay period : weekly fortnightly monthly _____ (insert the date of each month when the rent is due)

Place of payment: **Direct Deposit or Cash only at office**

3. Bond

The tenant must pay a bond of \$ _____ to the Landlord/agent on _____ / _____ /20 _____

In accordance with the **Residential Tenancies Act 1997**, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME: **Lease renewal only** AMOUNT: \$ _____

NAME: _____ AMOUNT: \$ _____

NAME: _____ AMOUNT: \$ _____

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority.

4. Period

(a) The period of the agreement is _____

commencing on the _____ day of _____, 20 _____

and ending on the _____ day of _____, 20 _____

Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.

OR

(b) The agreement will commence from the **21st** day of **January, 2016**

and continue until terminated in accordance with the **Residential Tenancies Act 1997**.

BA SP

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Code 135
Residential Tenancy Agreement

5. Condition of the premises

The LANDLORD must -

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

6. Damage to the premises

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

7. Cleanliness of the premises

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. Use of premises

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

9. Quiet enjoyment

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. Assignment or sub-letting

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

11. Residential Tenancies Act 1997

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

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

Code 135
Residential Tenancy Agreement

***Schedule of items (See Clause 1) (*Delete, if there are no items)**

SPECIAL CONDITIONS

1. If the tenant remains in occupation of the premises after the expiry of the term of the lease without objection by the landlord then they shall remain as tenants from month to month under the same terms and conditions, subject however, to any written rental increase notified by the agent or landlord and such tenancy may be terminated by the tenants upon the expiry of twenty-eight (28) days notice in writing given to the agent or landlord.
2. The tenant acknowledges that they have rented the property as viewed and other than routine maintenance the landlord will not be undertaking any improvements or alterations to the premises.
3. All rent is due for payment in advance by our preferred payment method of direct deposit. Please note all payments are to be received in our office by the due date so your deduction will need to be made at least 3 days prior to the due date. No cheques will be accepted for rent payments

National Australia Bank

111 Mollison Street, Kyneton 3444

Name: Connallys Real Estate-Kyneton

Statutory Trust Account

Bank: National Australia Bank, Kyneton

BSB: 083 713

A/C number: 15 356 7198

Customer Reference: Property Address-RENT

4. The breaking of any glass attributable to the tenant shall be at the tenant's expense.
5. Tenants or their visitors must not park vehicles on the nature strip, lawns or any area not specifically designated to the tenant for such purpose.
6. The tenant is responsible for the cost of removing vermin, ants, insects etc. from the property if they appear during the term of the tenancy.
8. The tenant shall clean any oil spills from the concrete in the car space area.
9. The tenant acknowledges that all carpet must be steam cleaned by professional carpet cleaners when the tenant vacates the property.
10. Smoking is not permitted inside any rental property. The tenant and any visitors to the property will confine smoking to the exterior of the dwelling at all times. Cigarette butts are not to be left on the ground, but are to be disposed of properly.
11. Any services connected i.e. gas/electric heater, to the property may not have been checked by the agent at the time of inspection, as they may not have been connected.
12. Rubbish Collection - Within the collection area bins are supplied but if outside of the collection area cost of disposal is at tenant expense.

BT SP

Code 135
Residential Tenancy Agreement

Brenda Odicicat

SIGNED: TENANT/S)

DATE: 21/1/2016

Additional Terms

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in this section. Any additional terms must also comply with the Unfair Contract Terms under the **Fair Trading Act 1999**. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information.

12. Installation of fixtures, alterations, renovations, or additions

The tenant must not install any fixtures or make any alterations, renovations, or additions to the premises without first obtaining the landlord's written consent. Consent is at the landlord's discretion. If consent is given it may be subject to reasonable conditions and, before this agreement terminates, the tenant must comply with section 64(2) of the Residential Tenancies Act 1997. Examples of items requiring consent include, but are not limited to heaters, air conditioners, dishwashers, in-ground and above-ground pools, spas, safety barriers, fences, gates, awnings, blinds, sheds, landscaping, screenings, paving.

13. Ancillary use of the premises

The tenant must primarily use the premises as a residence. If the tenant wants to use the premises as a residence and for an ancillary purpose, the tenant must first obtain the landlord's written consent. Consent is at the landlord's discretion. If consent is given it may be subject to reasonable conditions and, before this agreement terminates, the tenant must comply with section 64(2) of the Residential Tenancies Act 1997.

14. Utility charges

- 14.1 The landlord is liable for the costs and charges set out in section 53(1) and (if applicable) section 54 of the **Residential Tenancies Act 1997**. (*Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts*) .
- 14.2 The tenant is liable for the costs and charges set out in section 52 of the **Residential Tenancies Act 1997**. (*Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts*)
- 14.3 If a service is damaged or disconnected because of the fault of the landlord or the agent or the fault of their contractors the landlord must have the service repaired or reconnected and pay the expense of doing so.
- 14.4 If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, the tenant must have the service repaired or reconnected and pay the expense of doing so.
- 14.5 If the tenant disconnects or changes the supplier of a service, the tenant must pay any expense in connection with having the service disconnected and another service connected.

15. Landlord insurance

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

16. Light globes and fluorescent tubes

The tenant must replace all damaged, defective, or broken light globes, spotlights, and/or fluorescent tubes (including starters) during the term, at the tenant's expense. This obligation does not extend to replacing light globes, spotlights, and/or fluorescent tubes (including starters) damaged, broken or made defective by the landlord or the agent or their contractors.

17. Tenant to advise landlord or agent of defects

The tenant must notify the landlord or agent as soon as practicable upon becoming aware of any defects in the premises that might injure a person or cause damage to the premises.

18. Damage to the premises

- 18.1 The tenant must take reasonable measures to ensure that anyone the tenant has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the landlord, the agent or their contractors.
- 18.2 The tenant must as soon as practicable notify the landlord or the agent of any blockages or defects in drains, water services, or sanitary systems. No item that could cause a blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water, or drainage systems. The tenant must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the tenant or a person the tenant has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the landlord, the agent or their contractors.

18.3 The tenant will indemnify the landlord for any loss or damage caused to the premises by the tenant or a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to loss or damage caused by the landlord, the agent or their contractors.

18.4 The tenant will indemnify the landlord against liability for injury or loss sustained by any person or a person's property because of the negligence of the tenant or the negligence of a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the landlord, the agent or their contractors.

19. Cleaning carpets on vacating the premises

If new carpet has been installed or the existing carpet professionally dry or steam cleaned at the commencement of the tenancy (and the landlord or agent has produced a copy receipt for payment, upon request), the tenant will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord or agent with a receipt for payment of the work.

20. Fasteners, antennas and signs

The tenant must obtain the landlord's or the agent's written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The landlord's or the agent's consent is also required before any nail, screw, or other fastener or adhesive is affixed to the inside or outside of the premises. The landlord's or the agent's consent will not be unreasonably withheld but may be given subject to reasonable conditions. Reasonable conditions include (but are not limited to) removal of the thing affixed when the tenancy is terminated or comes to an end and the making good of any damage caused to the premises by the installation or removal of that thing.

21. Smoke detectors

21.1 The tenant must conduct regular checks to ensure smoke detectors are in proper working order, if the landlord, the agent, or their contractors provides information to the tenant about how to conduct a check. (*Note: regular checks are a requirement for the safety of occupants and security of the rented premises*)

21.2 The tenant must as soon as practicable notify the landlord or the agent if a smoke detector is not in proper working order.

21.3 The tenant must replace expired or faulty smoke detector batteries with replacement batteries, as the need arises. In any event, on the day in each year proclaimed as the commencement of summer time (daylight saving), the tenant must replace smoke detector batteries with replacement batteries.

21.4 "Replacement batteries" means batteries that are new, of a reputable brand, and of appropriate durability.

22. Flammable liquids, kerosene heaters and vehicle and boat repairs

22.1 The tenant must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises.

22.2 The tenant must not service or repair a motor vehicle, motorcycle, or boat at the premises, excepting minor routine maintenance (excluding greasing, de-greasing and oil changing), and washing and polishing.

22.3 The tenant must not bring on to or use at the premises a heater which uses flammable liquid or bottled gas.

23. Storage and removal of waste and rubbish

The tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and/or waste receptacles must be kept in the place specifically provided for the purpose (if any). The tenant must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

24. Washing

If the tenant hangs washing outside or airs articles, the clothes line (if any) provided with the premises must be used. The tenant must not hang washing or air articles on common property, unless facilities for doing so are provided for the tenant's use. The tenant must use the facilities in the manner required by the owners corporation.

25. Garden

25.1 The tenant will maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants, and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests and properly watered (water restrictions if any permitting). When watering, the tenant must comply with restrictions, if any.

25.2 If the garden is watered by a watering system and/or by tank water, the tenant will maintain the system and/or tank(s) in the state of repair and condition it or they were in at the start of the tenancy (fair wear and tear excepted). The tenant is not required to repair damage caused by the landlord, the agent, or their contractors.

26. Pets

The tenant must not keep any animal, bird, or other pet on the premises without first obtaining the written permission of the landlord or the agent. Permission will not be unreasonably withheld. In giving permission, the landlord or the agent may impose reasonable conditions including exercise. It is not unreasonable for the landlord or the agent to withhold permission if the rules of an owners corporation prohibit pets being on common property or kept on the premises. If an occupant of the premises is legally blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owners corporation.

27. Changes in occupation of the premises

27.1 If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 10.

27.2 If the tenant assigns the tenancy or sub-lets, contrary to clause 10, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's reletting expenses including -

27.2.1 a pro-rata letting fee;

27.2.2 advertising or marketing expenses incurred;

27.2.3 rental data base checks on applicants;

27.2.4 rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

27.3 The tenant's obligation to pay the landlord's reletting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the tenant's default.

28. Tenant intending to leave when the lease ends

If the tenant intends to vacate the premises at the end of the tenancy, written notice of the tenant's intention to vacate must be given to the landlord or the agent 28 days before the tenancy comes to an end.

29. Return of keys and obligation to pay rent

The tenant must return all the keys of the premises to the landlord or the agent when the tenant vacates the premises. The tenant's obligation to pay the rent continues until the time the keys are returned, subject to the landlord taking reasonable steps to mitigate any loss by attempting to relet the premises.

30. Tenant remaining in possession after the tenancy ends

If the tenant remains in occupation of the premises after the tenancy has come to an end and does not then enter into a fixed term lease, the tenant must give written notice of intention to vacate the premises specifying a termination date that is not less than 28 days after the day on which the tenant gives notice to the landlord or the agent.

31. Landlord requiring the premises when the lease ends

If the landlord requires possession of the premises when the lease ends, the landlord will give the tenant a notice in the manner required by the **Residential Tenancies Act 1997**.

32. Changing locks and alarm code

32.1 The tenant may change the locks of the premises. If the tenant changes the locks, the tenant must give the landlord or the agent duplicate keys to the changed locks as soon as practicable.

32.2 The tenant may change the code of an alarm at the premises. If the code is changed, the tenant must advise the landlord or the agent of the changed code as soon as practicable.

33. "To Let" signs

The tenant will allow the landlord or the agent to erect a "to let" sign on the premises during the last month of the tenancy. A sign must be positioned so as not to interfere with the tenant's quiet enjoyment of the premises.

34. "Auction" and "For Sale" signs

The tenant will allow the landlord or the agent to erect an "auction" or a "for sale" sign on the premises at any time. A sign must be positioned so as not to interfere with the tenant's quiet enjoyment of the premises.

35. Owners corporation rules

35.1 The rules of an owners corporation affecting the premises are attached to this tenancy agreement. (*Note: ensure the rules are attached to each part of this tenancy agreement*)

35.2 The tenant will comply with the rules of the owners corporation or any rules amending or superseding those rules, provided the amending or superseding rules are provided to the tenant.

35.3 The tenant is not obliged to contribute to owners corporation capital costs or other owners corporation expenses that would, except for this clause, be payable by the landlord.

36. Tenant cannot use bond money to pay rent

36.1 The tenant acknowledges the **Residential Tenancies Act 1997** provides the tenant may not refuse to pay rent on the ground a tenant intends to regard the bond as rent paid in respect of the premises.

36.2 The tenant further acknowledges the **Residential Tenancies Act 1997** permits the Victorian Civil and Administrative Tribunal to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.

37. Changing the rent

37.1 If this is not a fixed term tenancy agreement, the landlord may increase the rent by giving the tenant 60 days notice required by the **Residential Tenancies Regulations 2008**. The landlord must not increase the rent more than once in every 6 months.

37.2 If the tenant disagrees with a rent increase sought by the landlord, the tenant may apply to the Director of Consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.

38. Tenant Reimbursement: late or non payment

38.1 If the tenant fails to make a payment under the terms of this agreement on the due date for payment and the landlord and/or the agent incurs fees and/or charges as a consequence of that failure, the tenant will reimburse the landlord and/or the agent the full amount of those fees and/or charges, on demand.

38.2 for the purpose of clause 38.1 'fees and/or charges' includes additional interest (if any) paid or payable by the landlord and/or the agent to an authorised deposit-taking institution, financier, service provider, or contractor. "Authorised deposit-taking institution" has the same meaning as in the Banking Act 1959 (C'wealth).

39. Receipt of condition report / written statement of rights and duties of a landlord and tenant

The tenant acknowledges having received before entering into occupation of the premises

39.1 two copies of a condition report signed by or on the behalf of the landlord; and

39.2 a written Guide authorised and published by the Victorian Government, setting out the rights and duties of a landlord and tenant under a tenancy agreement.

40. Consent to receive information by electronic communication

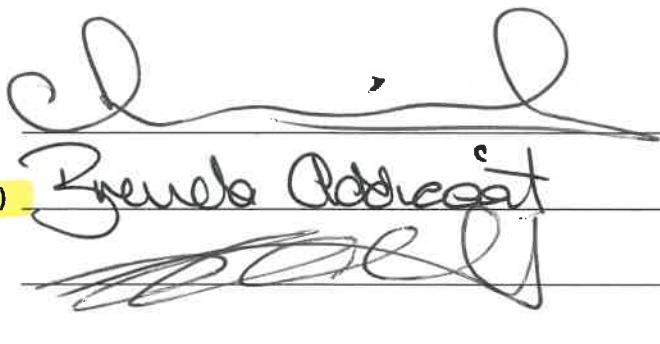
40.1 For the purposes of sections 8(1) and 8(2) of the Electronic Transactions (Victoria) Act 2000 (Act) the landlord and the tenant each consent to information being given to them by means of an electronic communication.

40.2 In this additional term, "electronic communication" has the same meaning as in section 3(1) of the Act and "information" has the same meaning as "giving information" in section 8(5) of the Act.

41. Tenant cannot grant a licence or part with occupation without consent

The tenant must not grant a licence over, or part with occupation of, the premises or a part of the premises - or be a party to an understanding or arrangement in relation to the granting of a licence over, or the parting with occupation of, the premises or a part of the premises - for the purpose of, or in relation to, providing residential accommodation for a fee or other benefit without, in each instance, first obtaining the landlord's written consent which, if given, may be subject to reasonable terms and conditions.

Signature of landlord



Signature of tenant(s)

LANDLORD/AGENT TO COMPLETE:

***URGENT REPAIRS:**

(*this section MUST be completed if an agent is to manage the premises)

The agent ***Can**/***Cannot** authorise urgent repairs.

(*delete the one that does NOT apply, check Authority)

*The maximum amount for repairs which the agent can authorise is: * \$1,000.00

(*only complete if the agent can authorise urgent repairs, check Authority) (*insert \$)

The agent's telephone number for urgent repairs is: * 5422 2377 or 0417 201 451

(*insert number)

Code 135

Residential Tenancies Act 1997
(Section 26(1))

Residential Tenancies Regulations 2008
(Regulation 7)

This agreement is made on the **23rd day of June, 2017**

at **Kyneton**

BETWEEN

(LANDLORD)

T Hendriks
C/- 165 Mollison Street
Kyneton Vic 3444

(*whose agent is **Connally's Real Estate**
25 799 005 473
165 Mollison Street
KYNETON Vic 3444
03 5422 2377) * strike out if not applicable
(Name, ACN (if agent is a company), business address and telephone number)

AND

(TENANT)

Adam Blythe
16 Wheatley Street
Kyneton Vic 3444

Amber Boyer
16 Wheatley Street
Kyneton Vic 3444

1. PREMISES

The landlord lets the premises known as **139 High Street**
Kyneton Vic 3444

(*together with those items indicated in the schedule) *strike out if not applicable

2. RENT

The rent amount is **\$620.00** The date the first rent payment is due is **23/06/2017**

Pay period : weekly fortnightly monthly _____ (insert the date of each month when the rent is due)

Place of payment: **Direct Deposit or cash only at office**

3. BOND

The tenant must pay a bond of **\$1,240.00** to the Landlord/agent on **23/06/2017**

In accordance with the **Residential Tenancies Act 1997**, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME: **Adam Blythe**

AMOUNT: \$ _____

NAME: **Amber Boyer**

AMOUNT: \$ _____

If the tenant does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying a bond, the tenant should contact the Residential Tenancies Bond Authority.

4. PERIOD

(a) The period of the agreement is **12 months**

commencing on the **23rd day of June, 2017**

and ending on the **22nd day of June, 2018**

Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.

Code 135
Residential Tenancy Agreement

OR

(b) The agreement will commence from the _____ day of _____, 20_____
and continue until terminated in accordance with the **Residential Tenancies Act 1997**.

4A. CONSENT TO ELECTRONIC SERVICE

(1) Express Consent

The TENANT, **Adam Blythe**:
[check one box only]

Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address:

Email address _____

OR

Does Not Consent to the electronic service of notices and other documents.

The TENANT, **Amber Boyer**:
[check one box only]

Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address:

Email address _____

OR

Does Not Consent to the electronic service of notices and other documents.

The LANDLORD, **T Hendriks**:
[check one box only]

Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address:

Email address rentals@connallys.com.au

OR

Does Not Consent to the electronic service of notices and other documents.

(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

- The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.
- Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. CONDITION OF THE PREMISES

The LANDLORD must -

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

6. DAMAGE TO THE PREMISES

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

7. CLEANLINESS OF THE PREMISES

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. USE OF PREMISES

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

9. QUIET ENJOYMENT

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. ASSIGNMENT OR SUB-LETTING

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

11. RESIDENTIAL TENANCIES ACT 1997

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

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

Schedule of items (See Clause 1)

SPECIAL CONDITIONS

1. The tenant acknowledges that they have rented the property as viewed and other than routine or urgent maintenance the landlord will not be undertaking any improvements or alterations to the premises.
2. All rent is due for payment in advance by our preferred payment method of direct deposit. Please note all payments are to be received in our office by the due date so your deduction will need to be made at least 3 days prior to the due date.

3.

National Australia Bank

111 Mollison Street, Kyneton 3444

Name: Connallys Real Estate-Kyneton

Statutory Trust Account

Bank: National Australia Bank, Kyneton

BSB: 083 713

A/C number: 15 356 7198

Customer Reference: Property Address-RENT

4. The breaking of any glass attributable to the tenant shall be at the tenant's expense.

5. Tenants or their visitors must not park vehicles on the nature strip, lawns or any area not specifically designated to the tenant for such purpose.

6. The tenant is responsible for the cost of removing vermin, ants, insects etc from the property if they appear during the term of the tenancy.

7. In the event of the landlord wanting to sell the property during the tenancy the tenant will permit the landlord or his agents to affix notices on the property indicating that it is for sale and to take prospective purchasers through the property at all reasonable times.

8. The tenant shall clean any oil spills from the concrete in the car space area.

9. The tenant acknowledges that all carpet must be steam cleaned by professional carpet cleaners when the tenant vacates the property.

10. Smoking is not permitted inside any rental property. The tenant and any visitors to the property will confine smoking to the exterior of the dwelling at all times. Cigarette butts are not to be left on the ground, but are to be disposed of in an appropriate container

11. Any services connected i.e. gas/electric heater, to the property may not have been checked by the agent at the time of inspection, as they may not have been connected.

12. Rubbish Collection - Within the collection area bins are supplied but if outside of the collection area cost

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of disposal is at tenant expense.

13. The TENANT must not grant a licence or part via Airbnb or third party with occupation of the premises, or a part of the premises to provide accommodation for a fee or other benefit, without, in each instance, obtaining the landlord's prior written consent which, if given, may be subject to reasonable conditions.

SIGNED:

TENANT/S

LANDLORD

DATE:

23/6/2017

ADDITIONAL TERMS

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in this section.

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the **Australian Consumer Law (Victoria)**.

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

In these additional terms "I", "me" or "my" are used to describe the landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

***Please read this important advice about writing:** *in these additional terms the word "writing" means all way of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.*

12. Installing goods, making alterations, additions or renovations at my premises

- 12.1 You must ask me in *writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.
- 12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above-ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

13. Other use of my premises

- 13.1 You must use my premises primarily as your home. If you also want to use them for some ancillary purpose - for example, to provide a home office for your business - you must ask me in *writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.
- 13.2 You must ask me in *writing for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

14. Utility charges at my premises

- 14.1 I am responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Residential Tenancies Act 1997.
- 14.2 You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.

(You can read sections 52, 53(1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

- 14.3 If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault, I will have the service re-connected or repaired at my cost.
- 14.4 If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you must have the service re-connected or repaired at your cost.
- 14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

15. My insurances for my premises

- 15.1** If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased.
- 15.2** If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.
- 15.3** My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

16. Light globes and fluorescent tubes at my premises

- 16.1** You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

17. You must tell me about defects at my premises

- 17.1** When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

18. Damage to my premises

- 18.1** You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.
- 18.2** Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.
- 18.3** When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.
- 18.4** If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.

19. You will indemnify me in certain circumstances if things go wrong at my premises

- 19.1** If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.
- 19.2** If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

20. Smoke detectors and heaters at my premises

- 20.1** If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 20.2** If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 20.3** You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises

- 21.1 Except as allowed by this by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.
- 21.2 Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.
- 21.3 You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 21.4 Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers' recommendations or not or repairs of any sort.
- 21.5 Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.

22. Storage and removal of waste and rubbish at my premises

- 22.1 You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2 If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4 An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

23. Hanging washing at my premises

- 23.1 If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 23.2 If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners' corporation rules.

24. Looking after the garden at my premises

- 24.1 If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 24.2 These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.
- 24.3 If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4 If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

25. Pets at my premises

- 25.1 Before you may have a pet of any description at my premises you must ask for permission in *writing and receive it from me, or my managing agent.
- 25.2 I do not have to give you my permission. Nor does my managing agent have to give you permission. If permission is given, it may be on reasonable conditions.
- 25.3 If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.

26. Assignments, subletting or abandoning my premises

26.1 If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or a sub-let. You cannot use an SMS message to ask me or my managing agent for permission.

26.2 If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including -

- 26.2 (a) a pro-rata letting fee;
- 26.2 (b) advertising or marketing expenses;
- 26.2 (c) rental data base checks on applicants;
- 26.2 (d) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.

26.3 Your obligation to pay me the expenses referred to in clauses 26.2 (a) to 26.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.

27. If you intend to leave my premises when your tenancy ends

27.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end.

27.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form which is not an SMS message.

27.3 You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.

27.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to my or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.

28. Remaining at my premises after your tenancy ends

28.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day to tell me or tell my managing agent.

28.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS message.

29. If I require my premises when your tenancy ends

29.1 If I require my premises when your tenancy ends, I, or my managing agent, will tell you.

29.2 I, or my managing agent, will tell you by giving you *written notice in a form that is not an SMS message.

30. Changing the locks and alarm code at my premises

30.1 You may change the locks at my premises.

30.2 If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.

30.3 You may change the code of an alarm at my premises.

30.4 If you change the code, you must tell me or my managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

31. 'To Let', 'auction' and 'for sale' signs at my premises

- 31.1 You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 31.2 You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.

32. Owners corporation rules and my premises

- 32.1 If there is an owners' corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)
- 32.2 You must comply with the rules of the owners' corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.
- 32.3 You do not have to contribute to owners' corporation capital costs or other expenses payable by me.

33. You cannot use your bond to pay your rent for my premises

- 33.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.
- 33.2 You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.

34. Increasing the rent for my premises

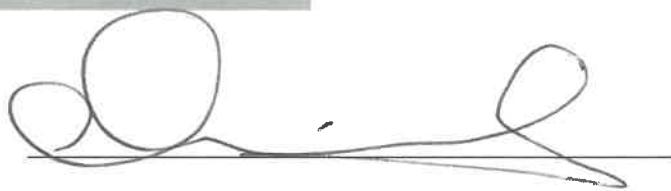
- 34.1 If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.
- 34.2 If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60 days' notice of the increase. The notice I give you will be in the form prescribed for the purpose.
- 34.3 If this is a periodic residential tenancy agreement -
 - (a) if I propose to increase your rent; I will give you at least 60 days' notice; and
 - (b) the notice I give you will be in the form prescribed for the purpose.
- 34.4 I acknowledge I must not increase your rent at intervals of less than 6 months.

35. Receipt of condition report / statement of rights and duties for my premises

- 35.1 You acknowledge before you took occupation of my premises, you received from me or my managing agent -
 - (a) two copies of a condition report signed by me or by my managing agent; and
 - (b) a written guide authorised and published by the Victorian Government, known as 'the red book', setting out my rights and duties as your landlord and your rights and duties as my tenant.

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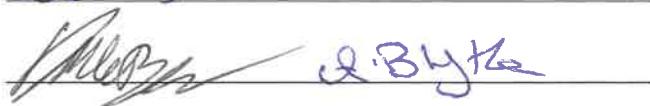
Signature of T Hendriks



Signature of Adam Blythe



Signature of Amber Boyer



LANDLORD/AGENT TO COMPLETE:

***URGENT REPAIRS:**

(*this section MUST be completed if an agent is to manage the premises)

The agent ***Can**/***Cannot** authorise urgent repairs.

(*delete the one that does NOT apply, check Authority)

*The maximum amount for repairs which the agent can authorise is: * **\$1,800.00**

(*only complete if the agent can authorise urgent repairs, check Authority) (*insert \$)

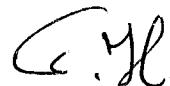
The agent's telephone number for urgent repairs is: * **5422 2377 or 0417 20 451**

(*insert number)

Lease of Real Estate

with Guarantee & Indemnity (Commercial Property)

Landlord: Theodorus Nicolaas Hendriks



Tenant: Darren Robert Crozier and Michelle Margaret Crozier

Property: 2 Bourke Street, Kyneton

Armstrong Collins & DeLacy
Solicitors
143c Mollison Street
Kyneton Victoria 3444
DX 34032 Kyneton
Tel: 03 5422 1677
Fax: 03 5422 3357
Ref: PT:110377

Important Notices To The Person Preparing This Lease

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant, and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations, and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 22 and record any alterations to the lease conditions in schedule item 22 and **not** in the lease conditions. If the lease is one to which the *Retail Leases Act 2003 (Vic)* applies, the parties should refer to that Act for important rights and obligations that are not set out in this lease.

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

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

Lease Conditions

1. DEFINITIONS AND INTERPRETATION

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

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

building rules	any rules adopted from time to time for the building , including the rules of any owners corporation affecting the premises
common areas	areas in the building or on the land that are under the control of the landlord and are used or intended for use - (a) by the public; or (b) in common by tenants of premises in the building in relation to the carrying on of businesses on those premises, other than areas which are let or licensed, or intended to be let or licensed, other than on a casual basis
Consumer Price Index	the consumer price index published by the Australian Government Statistician under the heading All Groups, Melbourne
CPI review date	a date specified in item 16(b)
fixed review date	a date specified in item 16(c)
GST	GST within the meaning of the GST Act
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>
guarantor	the person named in item 3
item	an item in the schedule to this lease
land	the parcel of land on which the building is erected and which is described in item 4(b)
landlord	the person named in item 1, or any other person who will be entitled to possession of the premises when this lease ends
landlord's installations	any property of the landlord , other than land or fixtures, from time to time in the premises or on the land and includes the property listed in item 5
lettable area	unless the Act applies and requires otherwise - (a) in relation to the premises , the area let; and (b) in relation to the building , the total area of the building that is let or licensed or intended to be let or licensed, other than on a casual basis. When it is necessary to measure the lettable area of the building or any part of the building , the measurement is to be carried out using the most recent revision of the relevant Property Council of Australia method of measurement
market review date	a date specified in item 16(a)
permitted use	the use specified in item 15
PPSA	<i>the Personal Property Securities Act 2009 (Cth)</i>
premises	the premises described in item 4(a) and fixed improvements and the landlord's installations within the premises
rent	the amount in item 6, as varied in accordance with this lease
review date	a date specified in item 16
start of the lease	the first day of the term but, if this lease is a renewal under an option in an earlier lease (whether or not this lease is on terms that are materially different to those contemplated by the earlier lease), the starting date of the first lease to contain an option for renewal.
tenant	the person named in item 2, or any person to whom the lease has been transferred
tenant's agents	the tenant's employees, agents, contractors, customers and visitors to the premises
tenant's installations	the items of equipment and fittings listed in item 7 and those introduced by the tenant after the lease starts
term	the period stated in item 8
valuer	a person holding the qualifications or experience specified under section 13DA(2) of the <i>Valuation of Land Act 1960 (Vic)</i> and, if the Act applies, a specialist retail valuer.

- 1.2 References to laws include statutes, regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the **premises**. Illegal means contrary to a law as defined in this sub-clause.
- 1.3 This lease must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this lease does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the lease.
- 1.4 The law of Victoria applies to this lease.
- 1.5 Any change to this lease must be in writing and signed by the parties.
- 1.6 If a party consists of more than one person –
 - (a) the acts and omissions of any of them bind all of them; and
 - (b) an obligation imposed by this lease on or in favour of more than one person binds or benefits them separately, together and in any combination.
- 1.7 The use of one gender includes the others and the singular includes the plural and vice versa.
- 1.8 If the **landlord**, **tenant** or **guarantor** is an individual, this lease binds that person's legal personal representative. If any of them is a corporation, this lease binds its transferees.
- 1.9 This lease, including all guarantees and indemnities, is delivered and operates as a deed.
- 1.10 The **tenant** is bound by and answerable for the acts and omissions of the **tenant's agents**.
- 1.11 If there is a conflict between a provision in the schedule and one of these lease conditions then the provision in the schedule is to prevail.
- 1.12 "Include" and every form of that word is to be read as if followed by "(without limitation)".
- 1.13 This lease includes the schedule.
- 1.14 The parties consider that the application of the **Act** to this lease is as specified in item 15 and, if item 15 states that the **Act** does not apply, that the reason is as specified in item 15.

2. TENANT'S PAYMENT, USE AND INSURANCE OBLIGATIONS

- 2.1 The **tenant** must –
 - 2.1.1 pay the **rent** without any set-off (legal or equitable) or deduction whatever to the **landlord** on the days and in the way stated in item 9 without the need for a formal demand. The **landlord** may direct in writing that the **rent** be paid to another person. The **rent** is reviewed on each **review date** specified in item 16 –
 - (a) on a **market review date**, the **rent** is reviewed in accordance with clause 11,
 - (b) on a **CPI review date**, the **rent** is reviewed in accordance with clause 18, and
 - (c) on a **fixed review date**, the **rent** is either increased by the fixed percentage or changed by or to the fixed amount, in either case as specified in item 16 in respect of that **fixed review date**.
 - 2.1.2 produce receipts for paid **building outgoings** within 7 days of a request.
 - 2.1.3 pay when due all charges for the provision of services to the **premises** including gas, electricity, water and telephone.
 - 2.1.4 remove regularly from the **premises** all rubbish and waste generated by the **tenant's** operations.
 - 2.1.5 pay the proportion of the **building outgoings** specified in item 10 in accordance with clause 5.4.
 - 2.1.6 pay or reimburse within 7 days of a request all increases in insurance premiums paid or payable by the **landlord** as the result of the **tenant's** use of the **premises**.
 - 2.1.7 pay within 7 days of a request interest at the rate stated in item 14 on any **rent** or other money which the **tenant** has not paid within 7 days of the due date. Interest is to be calculated daily from the due date, continues until the overdue money is paid and is capitalised monthly.
 - 2.1.8 pay within 7 days of a request the **landlord's** reasonable expenses and legal costs in respect of –
 - (a) the negotiation, preparation, settling, execution and stamping (if applicable) of this lease,
 - (b) change to this lease requested by the **tenant** whether or not the change occurs,
 - (c) the surrender or ending of this lease (other than by expiration of the **term**) requested by the **tenant**, whether or not the lease is surrendered or ended,
 - (d) the transfer of this lease or subletting of the **premises** or proposed transfer or subletting whether or not the transfer or subletting occurs,
 - (e) a request by the **tenant** for consent or approval, whether or not consent or approval is given,

- (f) any breach of this lease by the **tenant**, or
- (g) the exercise or attempted exercise by the **landlord** of any right or remedy against the **tenant**,

but, if the **Act** applies, only to the extent to which the **Act** permits recovery.

2.1.9 pay any stamp duty on this lease, on any renewal, and any additional stamp duty after a review of **rent**.

2.1.10 subject to clauses 3.3.2 and 3.3.3, comply with all laws relating to the use or occupation of the **premises**.

2.1.11 carry on the business of the **permitted use** efficiently and, subject to all applicable laws, keep the **premises** open during the business hours which are normal for the **permitted use** and not suspend or discontinue the operation of the business.

2.1.12 comply with the **landlord's** reasonable requirements in relation to the use of the **landlord's installations** and any services provided by the **landlord**.

2.1.13 subject to clauses 3.3.2 and 3.3.3, comply with the laws and requirements of relevant authorities relating to essential safety measures, occupational health and safety and disability discrimination relevant to the **premises** or the **building**.

2.2 The **tenant** must not, and must not let anyone else -

- 2.2.1 use the **premises** except for the **permitted use**, but the **tenant** agrees that the **landlord** has not represented that the **premises** may be used for that use according to law or that the **premises** are suitable for that use.
- 2.2.2 use the **premises** for any illegal purpose.
- 2.2.3 carry on any noxious or offensive activity on the **premises**.
- 2.2.4 do anything which might cause nuisance, damage or disturbance to a tenant, occupier or owner of any adjacent property.
- 2.2.5 conduct an auction or public meeting on the **premises**.
- 2.2.6 use radio, television or other sound-producing equipment at a volume that can be heard outside the **premises**.
- 2.2.7 do anything which might affect any insurance policy relating to the **premises** by causing -
 - (a) it to become void or voidable,
 - (b) any claim on to be rejected, or
 - (c) a premium to be increased.
- 2.2.8 keep or use chemicals, inflammable fluids, acids, or other hazardous things on the **premises** except to the extent necessary for the **permitted use**, or create fire hazards.
- 2.2.9 do anything which might prejudicially affect the essential safety measures or the occupational health and safety or disability discrimination status of the **premises** or the **building**.
- 2.2.10 place any sign on the exterior of the **premises** without the **landlord's** written consent.
- 2.2.11 make any alteration or addition, or affix any object, to the **premises** except with the **landlord's** written consent; consent is at the **landlord's** discretion for any alteration, addition or affixation affecting the structure of the **building** or any of the infrastructure for the provision of services to the **building** but, otherwise, clause 9.1 applies. In undertaking any work for which the **landlord's** consent has been obtained, the **tenant** must strictly conform to plans approved by the **landlord** and comply with all reasonable conditions imposed on that consent by the **landlord** and the requirements of each authority with jurisdiction over the **premises**.
- 2.2.12 bring onto the **premises** any object which, due to its nature, weight, size or operation, might cause damage to the **premises**, the **building**, or the effective operation of the infrastructure for the provision of services to the **premises** or the **building** without the **landlord's** written consent.
- 2.2.13 except in an emergency, interfere with any infrastructure for the provision of services in the **premises**, the **building**, or in any property of which the **premises** are part.

2.3 The **tenant** must -

- 2.3.1 take out and keep current an insurance cover for the **premises** in the name of the **tenant** and noting the interest of the **landlord**, for public risk for any single event for the amount stated in item 12 or, if none is stated, for \$10 million, with an extension which includes the indemnities given by the **tenant** to the **landlord** in clauses 5.2 and 5.3.2 of this lease to the extent that such an extension is procurable on reasonable terms in the Australian insurance market.
- 2.3.2 maintain the insurance cover with an insurer approved by the **landlord**.
- 2.3.3 produce satisfactory evidence of insurance cover on written request by the **landlord**.

3. REPAIRS, MAINTENANCE, FIRE PREVENTION AND REQUIREMENTS OF AUTHORITIES

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

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

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

- 3.2.1 repaint or refinish all painted or finished surfaces in a workmanlike manner with as good quality materials as previously at least once every 5 years during the **term** and any further term viewed as one continuous period.
- 3.2.2 keep the **premises** properly cleaned and free from rubbish, keep waste in proper containers and have it removed regularly.
- 3.2.3 immediately replace glass which becomes cracked or broken with glass of the same thickness and quality.
- 3.2.4 immediately repair defective windows, light fittings, doors, locks and fastenings, and replace missing or inoperative light-globes and fluorescent tubes, keys and keycards.
- 3.2.5 maintain in working order all plumbing, drainage, gas, electric, solar and sewerage installations.
- 3.2.6 promptly give written notice to the **landlord** or **landlord's** agent of -
 - (a) damage to the **premises** or of any defect in the structure of, or any of infrastructure for the provision of services to, the **premises**,
 - (b) receipt of a notice or order affecting the **premises**,
 - (c) any hazards threatening or affecting the **premises**, and
 - (d) any hazards arising from the **premises** for which the **landlord** might be liable.
- 3.2.7 immediately make good damage caused to adjacent property by the **tenant** or the **tenant's** agents.
- 3.2.8 permit the **landlord**, its agents or workmen to enter the **premises** during normal business hours, after giving reasonable notice (except in cases of emergency) -
 - (a) to inspect the **premises**,
 - (b) to carry out repairs or agreed alterations, and
 - (c) to do anything necessary to comply with notices or orders of any relevant authority, bringing any necessary materials and equipment.
- 3.2.9 carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the **tenant** is obliged to make good under this lease. If the **tenant** does not comply with the notice, the **landlord** may carry out the repairs and the **tenant** must repay the cost to the **landlord** within 7 days of a request.
- 3.2.10 only use persons approved by the **landlord** to repair and maintain the **premises** but, if the **Act** applies, only use persons who are suitably qualified.
- 3.2.11 comply with all reasonable directions of the **landlord** or the insurer of the **premises** as to the prevention, detection and control of fire.
- 3.2.12 on vacating the **premises**, remove all signs and make good any damage caused by installation or removal.
- 3.2.13 take reasonable precautions to secure the **premises** and their contents from theft, keep all doors and windows locked when the **premises** are not in use and comply with the **landlord's** directions for the use and return of keys or keycards.
- 3.2.14 permit the **landlord** or its agent access to the **premises** at reasonable times by appointment to show the **premises** -
 - (a) to valuers and to the **landlord's** consultants,
 - (b) to prospective purchasers at any time during the **term**, and
 - (c) to prospective tenants within 3 months before the end of the **term** (unless the **tenant** has exercised an option to renew this lease)and to affix "for sale" or "to let" signs in a way that does not unduly interfere with the **permitted use**.
- 3.2.15 maintain any grounds and gardens of the **premises** in good condition, tidy, free from weeds and well-watered.
- 3.2.16 maintain and keep in good repair any heating, cooling or air conditioning equipment exclusively serving the **premises**.

3.3 The **tenant** is not obliged -

- 3.3.1 to repair damage against which the **landlord** must insure under clause 6.2 or to reimburse the **landlord** for items of expense or damage that would be covered under insurance of the type specified unless the **landlord** loses or, where the **landlord** has failed to insure as required, would have lost, the benefit of the insurance because of acts or omissions by the **tenant** or the **tenant's agents**.
- 3.3.2 to carry out structural or capital repairs or alterations or make payments of a capital nature unless the need for them results from -
 - (a) negligence by the **tenant** or the **tenant's agents**,
 - (b) failure by the **tenant** to perform its obligations under this lease,
 - (c) the **tenant's** use of the **premises**, other than reasonable use for the **permitted use**, or
 - (d) the nature, location or use of the **tenant's installations**,in which case the repairs, alterations or payments are the responsibility of the **tenant**.
- 3.3.3 to carry out any work that applicable legislation makes the responsibility of the **landlord**.

4. **LEASE TRANSFERS AND SUBLETTING**

- 4.1 The **tenant** must not transfer this lease or sublet the **premises** without the **landlord's** written consent, and section 144 of the *Property Law Act 1958* (Vic) and clause 9.1 do not apply.
- 4.2 The **landlord** -
 - 4.2.1 subject to sub-clause 4.2.2, must not unreasonably withhold consent to a transfer of this lease or a sublease of the **premises** if the **tenant** has complied with the requirements of clause 4.3 and the proposed transferee or subtenant proposes to use the **premises** in a way permitted under this lease. If the *Act* applies, the **landlord** may only withhold consent to a transfer of this lease in accordance with the *Act*.
 - 4.2.2 may withhold consent at the **landlord's** discretion if the *Act* does not apply, and a transfer of this lease would result in the *Act* applying, or applying if this lease is renewed for a further term.
- 4.3 To obtain the **landlord's** consent to a transfer or sublease the **tenant** must -
 - 4.3.1 ask the **landlord** in writing to consent to the transfer or sublease,
 - 4.3.2 give the **landlord** -
 - (a) in relation to each proposed new tenant or sub-tenant such information as the **landlord** reasonably requires about its financial resources and business experience and if the *Act* does not apply, any additional information reasonably required by the **landlord** to enable it to make a decision, and
 - (b) a copy of the proposed document of transfer or sublease, and
 - 4.3.3 remedy any breach of the lease which has not been remedied and of which the **tenant** has been given written notice.
- 4.4 If the *Act* applies and -
 - 4.4.1 the **tenant** has asked the **landlord** to consent to a transfer and complied with clause 4.3 and section 61 of the *Act*, and
 - 4.4.2 the **landlord** fails to respond by giving or withholding consent to the transfer within 28 days, then the **landlord** is to be taken as having consented.
- 4.5 If the **landlord** consents to the transfer or sublease, the **landlord**, **tenant** and new tenant or sub-tenant and the **guarantor** must execute the documents submitted under sub-clause 4.3.2(b). The directors of the new tenant (if it is a corporation) must execute a guarantee and indemnity in the terms of clause 15.
- 4.6 The **tenant** must pay the **landlord's** reasonable expenses incurred in connection with an application for consent or the granting of consent and the completion of the documents, as well as any stamp duty on the documents.
- 4.7 Except by a transfer or sublease to which the **landlord** has consented, or is to be taken as having consented, the **tenant** must not give up possession or share occupancy of the **premises** or grant a licence to anyone else or mortgage or charge its interest under this lease or enter into any arrangement that gives a person the right to enter into occupation of the **premises** without the **landlord's** written consent; consent is at the **landlord's** discretion.
- 4.8 Subject to the *Act*, if it applies, the obligations to the **landlord** of every **tenant** who has transferred this lease continue until this lease ends. They do not continue into any period of overholding after this lease ends, nor into any renewed term: at those times they are the responsibility only of the **tenant** in possession. This clause does not prevent the **landlord** from enforcing rights which arise before this lease ends.

5. GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT

5.1 When the **term** ends, the **tenant** must -

- 5.1.1 return the **premises** to the **landlord** clean and in the condition required by this lease, and
- 5.1.2 remove the **tenant's installations** and other **tenant's** property from the **premises** and make good any damage caused in installing or removing them.

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

- 5.1.3 all items of **tenant's installations** and **tenant's** property will be considered abandoned and will become the property of the **landlord**, but the **landlord** may remove any of the **tenant's installations** or other property of the **tenant** and recover the costs of removal and making good as a liquidated debt payable on demand; and
- 5.1.4 the parties intend that clause 5.1.3 operate in relation to **tenant's installations** and **tenant's** property in place of any legislation that might otherwise apply to goods remaining on the **premises**.

5.2 The **tenant** indemnifies the **landlord** against any claim resulting from any act or failure to act by the **tenant** or the **tenant's agents** while using the **premises**.

5.3 The **tenant** -

- 5.3.1 uses and occupies the **premises** at its own risk, and
- 5.3.2 releases the **landlord** from and indemnifies the **landlord** against all claims resulting from incidents occurring on the **premises** (except to the extent caused or contributed to by the **landlord**, or a person for whom the **landlord** is responsible) or resulting from damage to adjacent premises covered by clause 3.2.7.

5.4 In relation to **building outgoings** -

- 5.4.1 the **landlord** must pay the **building outgoings** when they fall due for payment but, if the **landlord** requires, the **tenant** must pay when due a **building outgoing** for which the **tenant** receives notice directly and reimburse the **landlord** within 7 days of a request all **building outgoings** for which notices are received by the **landlord**.
- 5.4.2 the **tenant** must pay or reimburse the **landlord** the proportion specified in item 10.
- 5.4.3 at least 1 month before the start of an **accounting period**, the **landlord** may, or if the **Act** applies must, give the **tenant** an estimate of **building outgoings** for the **accounting period**.
- 5.4.4 despite clause 5.4.1, if the **landlord** requires, the **tenant**, must pay its share of the estimated **building outgoings** by equal monthly instalments during the **accounting period** on the days on which **rent** is payable (after allowing for **building outgoings** paid directly or separately reimbursed by the **tenant**).
- 5.4.5 if the **Act** applies, the **landlord** must make a statement of **building outgoings** available during each **accounting period** as required by the **Act**.
- 5.4.6 within 3 months after the end of an **accounting period**, the **landlord** must give the **tenant** a statement of the actual **building outgoings** for the **accounting period** (if the **Act** applies and requires that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by a report complying with section 47(5); if the **Act** applies but does not require that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by the items specified in section 47(6)(b)).
- 5.4.7 the **tenant** must pay any deficiency or the **landlord** must repay any excess, within 1 month after a statement is provided under clause 5.4.6 or within 4 months after the end of the **accounting period**, whichever is earlier.
- 5.4.8 the parties must make an appropriate adjustment for any **building outgoing** incurred in respect of a period beginning before the start of the **term** or extending beyond the end of the **term**.

5.5 If the freehold of the **premises** (or the **building**) is transferred, the transferor **landlord** is released from all lease obligations falling due for performance on or after the date of the instrument of transfer.

5.6 Payment or tender by cheque is not effective until clearance of funds.

6. LANDLORD'S OBLIGATIONS

6.1 The **landlord** must give the **tenant** quiet possession of the **premises** without any interruption by the **landlord** or anyone connected with the **landlord** as long as the **tenant** does what it must under this lease.

6.2 The **landlord** must take out at the start of the **term** and keep current policies of insurance for the risks listed in item 11 against -

- 6.2.1 damage to and destruction of the **building**, for its replacement value,
- 6.2.2 removal of debris,
- 6.2.3 breakdown of **landlord's installations**, and
- 6.2.4 breakage of glass, for its replacement value.

6.3 The **landlord** must give to the **tenant** the written consent to this lease of each mortgagee whose interest would otherwise have priority over this lease by endorsement on this lease in the terms set out following the 'execution and attestation' section.

6.4 The **landlord** must keep the structure (including the external faces and roof) of the **building** and the **landlord's installations** in a condition consistent with their condition at the **start of the lease**, but is not responsible for repairs which are the responsibility of the **tenant** under clauses 3.1, 3.2 and 3.3.2.

7. EVENTS OF DEFAULT AND LANDLORD'S RIGHTS

7.1 The **landlord** may terminate this lease, by re-entry or notice of termination, if -

- 7.1.1 the **rent** is unpaid after the day on which it falls due for payment,
- 7.1.2 the **tenant** does not meet its obligations under this lease,
- 7.1.3 the **tenant** is a corporation and -
 - (a) an order is made or a resolution is passed to wind it up except for reconstruction or amalgamation,
 - (b) goes into liquidation,
 - (c) is placed under official management,
 - (d) has a receiver, including a provisional receiver, or receiver and manager of any of its assets or an administrator appointed,
 - (e) without the **landlord's** written consent, there is a different person in effective control of the **tenant** as a result of changes in -
 - (i) membership of the company or its holding company,
 - (ii) beneficial ownership of the shares in the company or its holding company, or
 - (iii) beneficial ownership of the business or assets of the company,

but this paragraph does not apply if the **tenant** is a public company listed on a recognised Australian public securities exchange, or a subsidiary of one.

"Effective control" means the ability to control the composition of the board of directors or having more than 50% of the shares giving the right to vote at general meetings,

 - 7.1.4 a warrant issued by a court to satisfy a judgement against the **tenant** or a **guarantor** is not satisfied within 30 days of being issued,
 - 7.1.5 a **guarantor** is a natural person and -
 - (a) becomes bankrupt,
 - (b) takes or tries to take advantage of Part X of the *Bankruptcy Act 1966* (Cth),
 - (c) makes an assignment for the benefit of their creditors, or
 - (d) enters into a composition or arrangement with their creditors,
 - 7.1.6 a **guarantor** is a corporation and one of the events specified in (a) to (e) of clause 7.1.3 occurs in relation to it, or
 - 7.1.7 the **tenant**, without the **landlord's** written consent -
 - (a) discontinues its business on the **premises**, or
 - (b) leaves the **premises** unoccupied for 14 days.

7.2 Termination by the **landlord** ends this lease, but the **landlord** retains the right to sue the **tenant** for unpaid money or for damages (including damages for the loss of the benefits that the **landlord** would have received if the lease had continued for the full term) for breaches of its obligations under this lease.

7.3 For the purpose of section 146(1) of the *Property Law Act 1958* (Vic), 14 days is fixed as the period within which the **tenant** must remedy a breach capable of remedy and pay reasonable compensation for the breach.

7.4 Breach by the **tenant** of any of the following clauses of this lease is a breach of an essential term and constitutes repudiation: 2.1.1, 2.1.5, 2.1.6, 2.1.10, 2.1.11, 2.2.1, 2.2.2, 2.2.7, 2.2.8, 2.2.9, 2.2.11, 2.2.12, 2.3, 3.2.11, 4.1, 4.7, 5.4.2, 5.4.7, 13 and 17. Other **tenant** obligations under this lease may also be essential.

7.5 Before terminating this lease for repudiation (including repudiation consisting of the non-payment of rent), or for an event to which section 146(1) of the *Property Law Act 1958* (Vic) does not extend, the **landlord** must give the **tenant** written notice of the breach and a period of 14 days in which to remedy it (if it is capable of remedy) and to pay reasonable compensation for it. A notice given in respect of a breach amounting to repudiation is not an affirmation of the lease.

7.6 Even though the **landlord** does not exercise its rights under this lease on one occasion, it may do so on any later occasion.

8. DESTRUCTION OR DAMAGE

8.1 If the **premises** or the **building** are damaged so that the **premises** are unfit for use for the **permitted use** or inaccessible -

- 8.1.1 a fair proportion of the **rent** and **building outgoings** is to be suspended until the **premises** are again wholly fit for the **permitted use**, and accessible, and
- 8.1.2 the suspended proportion of the **rent** and **building outgoings** must be proportionate to the nature and extent of the unfitness for use or inaccessibility.

8.2 If the **premises** or the **building** are partly destroyed, but not substantially destroyed, the **landlord** must reinstate the **premises** or the **building** as soon as reasonably practicable.

8.3 If the **premises** or the **building** are wholly or substantially destroyed -

- 8.3.1 the **landlord** is not obliged to reinstate the **premises** or the **building**, and
- 8.3.2 if the reinstatement does not start within 3 months, or is not likely to be completed within 9 months, the **landlord** or the **tenant** may end this lease by giving the other written notice.

8.4 The **tenant** will not be entitled to suspension of **rent** or **building outgoings** under sub-clause 8.1.1 nor to end the lease under sub-clause 8.3.2 and the **landlord** will not be obliged to reinstate the **premises** or the **building** under clause 8.2 if payment of an insurance claim is properly refused in respect of the damage or destruction because of any act or omission by the **tenant** or the **tenant's agents**.

8.5 If the **Act** does not apply and there is a dispute under this clause, the **landlord** or the **tenant** may request the President of the Australian Property Institute, Victorian Division, to nominate a practising valuer member of that Institute to determine the dispute or the **landlord** and **tenant** may refer the dispute to mediation under clause 16 unless item 21 states that the mediation procedure does not apply to this lease. The valuer acts as an expert and not as an arbitrator and the determination is binding.

9. CONSENTS AND WARRANTIES BY THE PARTIES

9.1 Subject to the **Act** (if it applies), the **landlord** must not unreasonably withhold its consent or approval to any act by the **tenant** or matter which needs consent or approval unless any other clause provides otherwise, but -

- 9.1.1 the **landlord** may impose reasonable conditions on any consent or approval, and
- 9.1.2 the **tenant** must reimburse the **landlord's** reasonable expenses resulting from an application for its consent or approval, including fees paid to consultants.

9.2 This lease, together with (if the **Act** applies) any disclosure statement, contains the whole agreement of the parties. Neither the **landlord** nor the **tenant** is entitled to rely on any warranty or statement in relation to -

- 9.2.1 the conditions on which this lease has been agreed,
- 9.2.2 the provisions of this lease, or
- 9.2.3 the **premises**

which is not contained in those documents.

10. OVERHOLDING AND ABANDONMENT OF THE PREMISES

10.1 If the **tenant** remains in possession of the **premises** without objection by the **landlord** after the end of the **term** -

- 10.1.1 the **tenant**, without any need for written notice of any kind, is a monthly tenant on the conditions in this lease, modified so as to apply to a monthly tenancy,
- 10.1.2 the **landlord** or the **tenant** may end the tenancy by giving one month's written notice to the other which may expire on any day of the month,
- 10.1.3 the monthly rent starts at one-twelfth of the annual **rent** which the **tenant** was paying immediately before the **term** ended unless a different rent has been agreed, and
- 10.1.4 the **landlord** may increase the monthly rent by giving the **tenant** one month's written notice.

10.2 If the **tenant** vacates the **premises** during the **term**, whether or not it ceases to pay **rent** -

- 10.2.1 the **landlord** may -
 - (a) accept the keys,
 - (b) enter the **premises** to inspect, maintain or repair them, or
 - (c) show the **premises** to prospective tenants or purchasers,

without this being re-entry or an acceptance of repudiation or a waiver of the **landlord's** rights to recover **rent** or other money under this lease.

10.2.2 this lease continues until a new tenant takes possession of the **premises**, unless the **landlord** -
(a) accepts a surrender of the lease, or
(b) notifies the **tenant** in writing that the **landlord** accepts the **tenant's** repudiation of the lease, or
(c) ends the lease in accordance with clause 7.1.

11. RENT REVIEWS TO MARKET

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

The review procedure on each **market review date** is -

11.1.1 each review of **rent** may be initiated by the **landlord** or the **tenant** unless item 17 states otherwise but, if the **Act** applies, review is mandatory.

11.1.2 the **landlord** or the **tenant** entitled to initiate a review does so by giving the other a written notice stating the current market rent which it proposes as the **rent** for the review period. If the **Act** does not apply and the recipient of the notice does not object in writing to the proposed rent within 14 days the proposed **rent** becomes the **rent** for the review period.

11.1.3 If -
(a) the **Act** does not apply and the recipient of the notice serves an objection to the proposed rent within 14 days and the **landlord** and **tenant** do not agree on the **rent** within 14 days after the objection is served, or
(b) the **Act** applies and the **landlord** and **tenant** do not agree on what the **rent** is to be for the review period,

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

If the **Act** does not apply and if the **landlord** and **tenant** do not agree on the name of the **valuer** within 28 days after the objection is served, either may apply to the President of the Australian Property Institute, Victorian Division to nominate the **valuer**. If the **Act** applies, the **valuer** is to be appointed by agreement of the **landlord** and **tenant**, or failing agreement, by the Small Business Commissioner.

11.1.4 In determining the current market **rent** for the **premises** the **valuer** must -
(a) consider any written submissions made by the **landlord** and **tenant** within 21 days of their being informed of the **valuer's** appointment, and
(b) determine the current market rent as an expert
and, whether or not the **Act** applies, must make the determination in accordance with the criteria set out in section 37(2) of the **Act**.

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

11.1.6 If -
(a) no determination has been made within 45 days (or such longer period as is agreed by the **landlord** and the **tenant** or, if the **Act** applies, as is determined in writing by the Small Business Commissioner) of the **landlord** and **tenant**
(i) appointing the **valuer**, or
(ii) being informed of the **valuer's** appointment, or
(b) the **valuer** resigns, dies, or becomes unable to complete the valuation,
then the **landlord** and **tenant** may immediately appoint a replacement **valuer** in accordance with sub-clause 11.1.3.

11.2 The **valuer's** determination is binding.

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

11.4 Until the determination is made by the **valuer**, the **tenant** must continue to pay the same **rent** as before the **market review date** and within 7 days of being informed of the **valuer's** determination, the parties must make any necessary adjustments.

11.5 If the **Act** does not apply, a delay in starting a market review does not prevent the review from taking place and being effective from the **market review date** but if the market review is started more than 12 months after the **market review date**, the review takes effect only from the date on which it is started.

12. FURTHER TERM(S)

12.1 The **tenant** has an option to renew this lease for the further term or terms stated in **item 18** and the **landlord** must renew this lease for that further term or those further terms if -

- 12.1.1 there is no unremedied breach of this lease by the **tenant** of which the **landlord** has given the **tenant** written notice at the time the **tenant** requests renewal as required by clause 12.1.13,
- 12.1.2 the **tenant** has not persistently committed breaches of this lease of which the **landlord** has given written notice during the **term**, and
- 12.1.3 the **tenant** has exercised the option for renewal in writing not more than 6 months nor less than 3 months before the end of the **term**. The earliest and latest dates for exercising the option are stated in **item 19**.

12.2 The lease for the further term -

- 12.2.1 starts on the day after the **term** ends,
- 12.2.2 has a starting **rent** determined in accordance with clause 11 as if the first day of the further term were specified as a **market review date** in **item 16(a)**, and
- 12.2.3 must contain the same terms as this lease (but with no option for renewal after the last option for a further term stated in **item 18** has been exercised) including any provisions appearing in this document that may have been read down or severed to comply with any applicable law that has ceased to be applicable, as if they had not been read down or severed.

12.3 If the **tenant** is a corporation and was required to provide directors' guarantees for this lease, the **tenant** must provide guarantees of its obligations under the renewed lease by its directors, and by each person who has provided a guarantee for the expired **term**, in the terms of clause 15.

13. SECURITY DEPOSIT

13.1 The **tenant** must pay a security deposit to the **landlord** of the amount stated in **item 20** and must maintain the deposit at that amount.

13.2 Any security deposit not in the form of a guarantee must be invested in an interest bearing deposit and all interest accruing on it is treated as a supplementary payment of security deposit. When the **term** starts, the **tenant** must provide the **landlord** with the **tenant's** tax file number.

13.3 The **landlord** may use the deposit to make good the cost of remedying breaches of the **tenant's** obligations under this lease (or any of the events specified in clause 7.1) and the **tenant** must pay whatever further amount is required to bring the deposit back to the required level.

13.4 As soon as practicable after this lease has ended and the **tenant** has vacated the **premises** and performed all of its obligations under the lease, the **landlord** must refund the unused part of the deposit.

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

13.6 If the freehold of the **premises** is transferred:

- 13.6.1 the **tenant** must provide a replacement guarantee in exchange for the existing guarantee if requested by the **landlord** in writing to do so, but the **landlord** must pay the reasonable fees charged by the ADI for the issue of the replacement guarantee, and
- 13.6.2 the **landlord** must transfer any security deposit held under this lease to the transferee.

14. NOTICES

14.1 A notice given under this lease may be given -

- 14.1.1 by pre-paid post,
- 14.1.2 by delivery
- 14.1.3 by email, or
- 14.1.4 in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner,
to the party's last known address, registered office, or (if to the **tenant**) at the **premises**.

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

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

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

- 15.1 The **guarantor** in consideration of the **landlord** having entered into this lease at the **guarantor's** request —
 - 15.1.1 guarantees that the **tenant** will perform all its obligations under this lease for the **term** and any further term or terms and during any period of overholding after the end of the **term**,
 - 15.1.2 must pay on demand any amount which the **landlord** is entitled to recover from the **tenant** under this lease whether in respect of the **term**, any further term or further terms or any period of overholding, and
 - 15.1.3 indemnifies the **landlord** against all loss resulting from the **landlord's** having entered into this lease whether from the **tenant's** failure to perform its obligations under it or from this lease being or becoming unenforceable against the **tenant** and whether in respect of the **term**, any further term or any period of overholding.
- 15.2 The liability of the **guarantor** will not be affected by -
 - 15.2.1 the **landlord** granting the **tenant** or a **guarantor** time or any other indulgence, or agreeing not to sue the **tenant** or another **guarantor**,
 - 15.2.2 failure by any **guarantor** to sign this document,
 - 15.2.3 transfer (except in accordance with the **Act**, if the **Act** applies) or variation of this lease, but if this lease is transferred the **guarantor's** obligations, other than those which have already arisen, end when the **term** ends and do not continue into a term renewed by a new tenant nor a period of overholding by a new tenant,
 - 15.2.4 the fact that this lease is subsequently registered at the Land Registry or not registered, or, for any reason, is incapable of registration, or
 - 15.2.5 transfer of the freehold of the **premises**.
- 15.3 The **guarantor** agrees that —
 - 15.3.1 the **landlord** may retain all money received including dividends from the **tenant's** bankrupt estate, and need allow the **guarantor** a reduction in its liability under this guarantee only to the extent of the amount received,
 - 15.3.2 the **guarantor** must not seek to recover money from the **tenant** to reimburse the **guarantor** for payments made to the **landlord** until the **landlord** has been paid in full,
 - 15.3.3 the **guarantor** must not prove in the bankruptcy or winding up of the **tenant** for any amount which the **landlord** has demanded from the **guarantor**, and
 - 15.3.4 the **guarantor** must pay the **landlord** all money which the **landlord** refunds to the **tenant's** liquidator or trustee in bankruptcy as preferential payments received from the **tenant**.
- 15.4 If any of the **tenant's** obligations are unenforceable against the **tenant**, then this clause is to operate as a separate indemnity and the **guarantor** indemnifies the **landlord** against all loss resulting from the **landlord's** inability to enforce performance of those obligations. The **guarantor** must pay the **landlord** the amount of the loss resulting from the unenforceability.
- 15.5 If there is more than one **guarantor**, this guarantee binds them separately, together and in any combination.
- 15.6 Each of the events referred to in clauses 7.1.5 and 7.1.6 is deemed to be a breach of an essential term of this lease.

16. DISPUTE RESOLUTION

- 16.1 Unless the **Act** applies, if the words "The mediation procedure applies to this lease" are included in item 21, the mediation procedure applies to this lease. In that event the **landlord** and the **tenant** must attempt to resolve any dispute by the mediation procedure, except disputes about -
 - 16.1.1 unpaid **rent** and interest charged on it,
 - 16.1.2 review of **rent**, and
 - 16.1.3 a dispute to be resolved in another way prescribed by any other provision of this lease.
- 16.2 The mediation procedure is -
 - 16.2.1 the **landlord** or **tenant** may start mediation by serving a mediation notice on the other.
 - 16.2.2 the notice must state that a dispute has arisen and identify what the dispute is.
 - 16.2.3 the **landlord** and **tenant** must jointly request appointment of a mediator. If they fail to agree on the appointment within 7 days of service of the mediation notice, either may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator.

- 16.2.4 once the mediator has accepted the appointment the **landlord** and **tenant** and each **guarantor** must comply with the mediator's instructions.
- 16.2.5 if the dispute is not resolved within 30 days of the appointment of the mediator, or any other period agreed by the **landlord** and **tenant** in writing, the mediation ceases.
- 16.3 The mediator may fix the charges for the mediation which must be paid equally by the **landlord** and **tenant**.
- 16.4 If the dispute is settled, the **landlord** and **tenant** and each **guarantor** must sign the terms of agreement and the signed terms are binding.
- 16.5 The mediation is confidential and -
 - 16.5.1 statements made by the mediator or the parties, and
 - 16.5.2 discussions between the participants to the mediation, before after or during the mediation, cannot be used in any legal proceedings.
- 16.6 It must be a term of the engagement of the mediator that the **landlord** and **tenant** and each **guarantor** release the mediator from any court proceedings relating to this lease or the mediation.
- 16.7 The mediator is not bound by the rules of natural justice and may discuss the dispute with a participant in the absence of any others.
- 16.8 If the **Act** applies, so that a dispute must be referred to the Victorian Civil and Administrative Tribunal, the **landlord** and **tenant** agree that each may be represented by a legal practitioner or legal practitioners of its choice.

17. GST

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

18. CONSUMER PRICE INDEX

- 18.1 On a **CPI review date**, the **rent** is adjusted by reference to the **Consumer Price Index** using the following formula -

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

Where:

- "AR" means adjusted **rent**,
- "R" means **rent** before adjustment,
- "CPIB" means the **Consumer Price Index** number for the quarter immediately preceding the **CPI review date**, and
- "CPIA" means the **Consumer Price Index** number for the quarter immediately preceding the most recent earlier **review date** or, where there is no earlier **review date**, the quarter immediately preceding the start of the **term**.

- 18.2 If CPIB is not published until after the **CPI review date**, the adjustment is made when it is published but the adjustment takes effect from the relevant **CPI review date**. In the meantime, the **tenant** must continue to pay the **rent** at the old rate and, when the adjustment is made, the **tenant** must immediately pay any deficiency or the **landlord** must immediately repay the excess.
- 18.3 If the base of the **Consumer Price Index** is changed between the two comparison dates an appropriate compensating adjustment must be made so that a common base is used.
- 18.4 Unless the **Act** applies and requires otherwise, if the **Consumer Price Index** is discontinued or suspended, then the calculation is to be made using whatever index is substituted for it. If no other index is substituted for it, the calculation is to be made using the index or calculation which the President of the Australian Property Institute, Victorian Division (acting as an expert and not as an arbitrator), determines is appropriate in the circumstances. This determination is binding.

18.5 Unless the **Act** applies, the adjustment is not made if it would result in a decrease in the **rent** payable.

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

19.1 If the **premises** are only a part of the **lettable area** of the **building**, the provisions of this clause apply.

19.2 The **landlord** -

19.2.1 may adopt whatever name it chooses for the **building** and change the name from time to time, and

19.2.2 reserves all proprietary rights to the name of the **building** and any logo adopted for the **building**.

19.3 The **landlord** reserves for itself the use of all external surfaces of the **building** and areas outside the **building**.

19.4 The **building**, **common areas** and **landlord's installations** remain under the absolute control of the **landlord** which may manage them and regulate their use as it considers appropriate. In particular the **landlord** has the right -

19.4.1 to close off the **common areas** as often as the **landlord** reasonably considers appropriate to prevent rights of way or user arising in favour of the public or third parties,

19.4.2 to exclude persons whose presence the **landlord** considers undesirable,

19.4.3 to grant easements over any parts of the **land** which do not materially and adversely affect the **tenant's** use,

19.4.4 to install, repair and replace, as necessary, the infrastructure necessary or desirable for the provision of services to the various parts of the **building**, and

19.4.5 to repair, renovate, alter or extend the **building** but, in doing so, the **landlord** must not cause more inconvenience to the **tenant** than is reasonable in the circumstances.

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

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

19.6 The **tenant** must comply with the **building rules**. The **landlord** may change the **building rules** from time to time and the **tenant** will be bound by a change when it receives written notice of it. The **landlord** must not adopt a **building rule** or change the **building rules** in a way that is inconsistent with this lease. To the extent that a **building rule** is inconsistent with this lease, the lease prevails.

20. PERSONAL PROPERTY SECURITIES ACT

20.1 Expressions used in this clause that are defined in the **PPSA** have the meanings given to them in the **PPSA**.

20.2 The **landlord** may, at any time, register a financing statement for any security interest arising out of or evidence by this lease over any or all of -

20.2.1 the **landlord's installations**,

20.2.2 any security deposit provided by the **tenant**, and

20.2.3 **tenant's installations** and other **tenant's** property left on the **premises** after the end of the lease,

that are personal property, and must identify the property affected by the financing statement in the free text field of the statement. The **tenant** waives the right to receive notice under section 157(1) of the **PPSA**.

20.3 When this lease -

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

20.3.2 is transferred,

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

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

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

- 20.6 The **tenant** must pay the **landlord's** reasonable expenses and legal costs in respect of anything done or attempted by the **landlord** in the exercise of its rights or performance of its obligations under this clause or the **PPSA***, except the **landlord's** costs of registering a financing statement under sub-clause 20.2 which are to be borne by the **landlord**. **[*Delete if inapplicable]**
- 20.7 In accordance with section 275(6)(a) of the **PPSA**, the parties agree that neither of them will disclose information of the kind mentioned in subsection 275(1).
- 20.8 Subject to any requirement to the contrary in the **PPSA**, notices under this clause or the **PPSA** may be served in accordance with clause 14 of this lease.

21. ADDITIONAL PROVISIONS

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

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

22. LANDLORD WARRANTY

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

Schedule

Important Notice To The Person Completing This Schedule

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 21 and record any deletions, alterations and/or additions to the standard lease conditions as additional provisions in item 22 and **not** in the lease conditions.

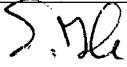
Item 1
[1.1]

Landlord:

Theodorus Nicolaas Hendriks
of 22 Barton Street, Kyneton, VIC 3444

Item 2
[1.1]

Tenant:


Darren Robert Crozier and Michelle Margaret Crozier
of 33 Perrys Lane, Barfold, Vic 3444

Item 3
[1.1]

Guarantor:

Not applicable.

Item 4
[1.1]

Premises & land (see attached plan):

2 Bourke Street, Kyneton being Lot 1 on Plan TP808608R, being part of the land comprised in Certificate of Title Volume 10657 Folio 024

Item 5
[1.1]

Landlord's installations:

Lighting, hot water service, plastered walls and ceilings, NBN connection.

Walls particle board.

Item 6
[1.1]

Rent:

In the first year of the Term the rent shall be \$290 per week plus any GST (a total of \$15,080 plus GST per annum) payable in fortnightly instalments of \$580 (plus any GST), in advance on the first Thursday of the fortnight. The first rent instalment shall be payable on 1 July 2021.

In subsequent years, including any further Term, the rent shall be adjusted in accordance with Item 16 of this Lease Schedule.

Item 7
[1.1]

Tenant's installations:

Item 8
[1.1]

Term of the lease:

3 years starting on 1 July 2021

Item 9
[2.1.1]

How rent is to be paid:

The rent is payable in equal fortnightly instalments in advance on the first Thursday of the fortnight. The first rent instalment is payable on 1 July 2021.

Item 10
[1.1,
2.1.2,
2.1.5 &
5.4]

Building outgoings which the tenant must pay or reimburse:

100% of all **building outgoings**

Item 11
[1.1 &
6.2]

Risks which the insurance policies must cover: *

- Fire
- Flood
- Lightning
- Storm and tempest
- Explosion
- Riots and civil commotion
- Strikes
- Malicious damage
- Earthquake
- Impact by vehicles
- Impact by aircraft and articles dropped by them
- Internal flood water

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

Item 12
[1.1 &
2.3.1]

Amount of public risk insurance cover:

\$20,000,000.00 or other amount reasonably specified from time to time by the **landlord**.

Item 13
[1.1]

Period of loss of rent and outgoings insurance:

12 Months

Item 14
[2.1.7]

Interest rate on overdue money:

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

Item 15
[2.2.1]

Permitted use:
Storage of stock and equipment for automotive repairs and retail sales of automotive components.

[1.14]

Application of Act:

The **Act** does not apply.

Reason why the Act does not apply:

The Premises is used for storage. The Premises is not used for the retail supply of goods or services.

Item 16
[2.1.1,
11, 18]

Review dates:

Term

Fixed review dates and percentage or fixed amount increases:

1 July 2022: 2% fixed increase

1 July 2023: 2% fixed increase

Further terms

Fixed review dates and percentage or fixed amount increases:

1 July 2024: 2% fixed increase

1 July 2025: 2% fixed increase

1 July 2026: 2% fixed increase

1 July 2027: 2% fixed increase

1 July 2028: 2% fixed increase

1 July 2029: 2% fixed increase

Item 17
[2.1.1,
11, 18]

Who may initiate reviews:

Fixed review: Review is automatic

Item 18
[12]

Further terms:

2 further terms, each of 3 years.

Item 19
[12]

Earliest and latest dates for exercising option for renewal:

Earliest date: 1 January 2024

Latest date: 1 April 2024

Item 20
[13]

Security deposit:

The sum of \$1,256.67, being a sum equivalent to one month's rent.

Item 21
[16.1]

The mediation procedure applies to this lease.

Item 22
[20]

Additional provisions:

22.1 The Landlord notifies the Tenant that the Landlord is not currently registered or required to be registered for GST. The Landlord will notify the Tenant if this position changes and GST shall then be payable in addition to the rent.

22.2 The parties agree that 100% of Building Outgoings as that term is defined in Clause 1 of this Lease are payable by the Tenant, or recoverable from the Tenant if paid by the Landlord.

22.3 The Landlord advises the Tenant that the gas heater in the Premises is not functional. If the Tenant wishes to use the gas heater, the Tenant will have the heater serviced.

S. M.
22.4 The Landlord advises the Tenant that all defective windows in the Premises will not be repaired or replaced and the Tenant is not required to do so either.

EXECUTED AS A DEED ON:

Date: 15/07/2021

EXECUTION & ATTESTATION
LANDLORD

Signed, sealed and delivered by the said THEODORUS NICOLAAS HENDRIKS

X..... *T. Hendriks*.....

in the presence of:

Witness	X..... <i>Marlene Diss</i>
Print name	<i>MARLENE DISS</i>
Print usual address	<i>13 PATERSON DRIVE, KYNTON 3444</i>

EXECUTION & ATTESTATION

TENANTS

Signed, sealed and delivered by the said DARREN ROBERT CROZIER

X..... *DR*..... 5/7/21

in the presence of:

Witness	<i>Dale Kriewaldt</i>
Print name	<i>DALE KRIEWALDT</i>
Print usual address	<i>3b TULSA DRIVE, SUNBURY</i>

Signed, sealed and delivered by the said MICHELLE MARGARET CROZIER

X.....

in the presence of:

Witness	
Print name	
Print usual address	

2 Bourke Street, Kyneton



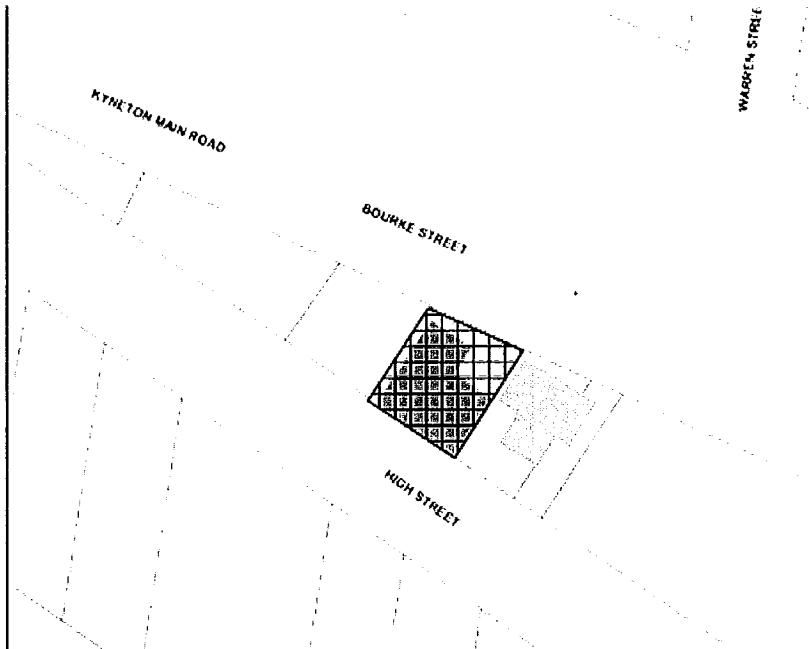
Leased Area (part of Certificate of Title Volume 10657 Folio 024)



Shed (part of Leased Area)



House (not included in Lease – part of Certificate of Title Volume 10657 Folio 024)



This document has been prepared by the Law Institute of Victoria for use by solicitors only and is not for sale to the public.
It has been prepared for the renewal of an existing Law Institute of Victoria form of Lease.
It may require to be added to or amended to ensure its suitability for a particular transaction.
For these reasons this document should only be used by a solicitor.

Warning: The Retail Leases Act 2003 may apply to this Renewal of Lease



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RENEWAL OF LEASE OF REAL ESTATE

(WITH GUARANTEE & INDEMNITY)

(Commercial Property)

Premises: 2 BOURKE STREET, KYNETON VIC 3444

Since the **Tenant** has exercised the option for renewal of the **Original Lease**, the **Landlord** leases the **Premises** to the **Tenant** for the **Term** and at the **Rent** and on the conditions set out in this document

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

EXECUTED AS A DEED ON

DATE: 08-05-2024

EXECUTION & ATTESTATION:

LANDLORD

Signed, sealed and delivered by the said Mr Theodorus Nicolaas Hendriks

x.....



in the presence of:

Witness



Print name

MARLENE HUBBER

Print usual address

140 MALLISON ST, KYNETON VIC 3444

TENANTS

Signed, sealed and delivered by the said Darren Robert Crozier

x.....

in the presence of:

Witness



Print name

LACHLAN SMITH

Print usual address

FINNING RD ELPHINSTONE

1 DEFINITIONS AND INTERPRETATION

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

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

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

1.2 Unless otherwise specified, the words and phrases used in this document have the same meaning as in the **Original Lease**.

1.3 If the tenant named in the **Original Lease** is not the **Tenant**, then the **Premises**, by virtue of a previous transfer(s), were transferred to the **Tenant** for the residue of the term of the **Original Lease**.

1.4 The **Landlord** (even if not named as the landlord in the **Original Lease**) is now the person entitled to take possession of the **Premises** if the tenancy ends.

1.5 References to laws include regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the premises. **Illegal** means contrary to a law as defined in this sub-clause.

1.6 This document must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this document does not comply with any law, then the

provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the document.

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

2 TENANT'S OBLIGATIONS

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

3 GENERAL AGREEMENTS

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

4 GUARANTEE

The **Guarantor** now agrees that:

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

5 ADDITIONAL PROVISIONS

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

- 5.1 bind the parties; and
- 5.2 if inconsistent with any other provisions of this document, override them.

6 FURTHER RENEWAL

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

7 RETAIL PREMISES LEASE

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

8 GST (see note 2 below)

- 8.1 Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.
- 8.2 Amounts payable and consideration provided under or in respect of this lease are GST exclusive.
- 8.3 The recipient of a taxable supply made under or in respect of this lease must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this document.
- 8.4 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 8.3 on account of the **Landlord's** GST liability.
- 8.5 A party is not obliged, under clause 8.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

SCHEDULE

Item 1 [Clause 1.1]	Landlord	THEODORUS NICOLAAS HENDRIKS of 22 Barton Street, Kyneton, VIC 3444
Item 2 [Clause 1.1]	Tenant	DARREN ROBERT CROZIER of 33 Perrys Lane, Barfold, Vic 3444
Item 3 [Clause 1.1]	Guarantor	Not applicable
Item 4 [Clause 1.1]	Original Lease	Dated: 15 July 2021
Premises: 2 Bourke Street, Kyneton VIC 3444		
Item 5 [Clause 1.1]	Term of the renewed lease	Three (3) years starting on 1 July 2024
Item 6 [Clause 1.1]	Rent	<p>(i) During the first year of the Term <u>SIXTEEN THOUSAND ONE HUNDRED AND SEVENTY SEVEN DOLLARS AND TWENTY CENTS</u> (\$16,177.20) per annum payable in equal fortnightly instalments of \$622.20 in advance;</p> <p>(ii) During each successive year respectively of the Term the Rent shall be increased by 2% per annum.</p>
Item 7 [Clause 6]	Number and duration of further term(s)	One further term of three (3) years
	Latest Date for Exercising Option	1 April 2027
Item 8 [Clause 3.1]	Variations	Nil
Item 9 [Clause 5]	Additional Provisions:-	Nil

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Lease of Real Estate with Guarantee & Indemnity (Commercial Property)

Landlord: Theodorus Nicolaas Hendriks

Tenant: Darren Robert Crozier and Michelle Margaret Crozier

Property: 8 Bourke Street, Kyneton

**Armstrong Collins & DeLacy
Solicitors**
143c Mollison Street
Kyneton Victoria 3444
DX 34032 Kyneton
Tel: 03 5422 1677
Fax: 03 5422 3357
Ref: PT:110377

Important Notices To The Person Preparing This Lease

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant, and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations, and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 22 and record any alterations to the lease conditions in schedule item 22 and **not** in the lease conditions. If the lease is one to which the *Retail Leases Act 2003* (Vic) applies, the parties should refer to that Act for important rights and obligations that are not set out in this lease.

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

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

Lease Conditions

1. DEFINITIONS AND INTERPRETATION

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

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

building rules	any rules adopted from time to time for the building , including the rules of any owners corporation affecting the premises
common areas	areas in the building or on the land that are under the control of the landlord and are used or intended for use - (a) by the public; or (b) in common by tenants of premises in the building in relation to the carrying on of businesses on those premises, other than areas which are let or licensed, or intended to be let or licensed, other than on a casual basis
Consumer Price Index	the consumer price index published by the Australian Government Statistician under the heading All Groups, Melbourne
CPI review date	a date specified in item 16(b)
fixed review date	a date specified in item 16(c)
GST	GST within the meaning of the GST Act
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>
guarantor	the person named in item 3
item	an item in the schedule to this lease
land	the parcel of land on which the building is erected and which is described in item 4(b)
landlord	the person named in item 1, or any other person who will be entitled to possession of the premises when this lease ends
landlord's installations	any property of the landlord , other than land or fixtures, from time to time in the premises or on the land and includes the property listed in item 5
lettable area	unless the Act applies and requires otherwise - (a) in relation to the premises , the area let; and (b) in relation to the building , the total area of the building that is let or licensed or intended to be let or licensed, other than on a casual basis. When it is necessary to measure the lettable area of the building or any part of the building , the measurement is to be carried out using the most recent revision of the relevant Property Council of Australia method of measurement
market review date	a date specified in item 16(a)
permitted use	the use specified in item 15
PPSA	<i>the Personal Property Securities Act 2009 (Cth)</i>
premises	the premises described in item 4(a) and fixed improvements and the landlord's installations within the premises
rent	the amount in item 6, as varied in accordance with this lease
review date	a date specified in item 16
start of the lease	the first day of the term but, if this lease is a renewal under an option in an earlier lease (whether or not this lease is on terms that are materially different to those contemplated by the earlier lease), the starting date of the first lease to contain an option for renewal.
tenant	the person named in item 2, or any person to whom the lease has been transferred
tenant's agents	the tenant's employees, agents, contractors, customers and visitors to the premises
tenant's installations	the items of equipment and fittings listed in item 7 and those introduced by the tenant after the lease starts
term	the period stated in item 8
valuer	a person holding the qualifications or experience specified under section 13DA(2) of the <i>Valuation of Land Act 1960 (Vic)</i> and, if the Act applies, a specialist retail valuer.

- 1.2 References to laws include statutes, regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the **premises**. Illegal means contrary to a law as defined in this sub-clause.
- 1.3 This lease must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this lease does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the lease.
- 1.4 The law of Victoria applies to this lease.
- 1.5 Any change to this lease must be in writing and signed by the parties.
- 1.6 If a party consists of more than one person –
 - (a) the acts and omissions of any of them bind all of them; and
 - (b) an obligation imposed by this lease on or in favour of more than one person binds or benefits them separately, together and in any combination.
- 1.7 The use of one gender includes the others and the singular includes the plural and vice versa.
- 1.8 If the **landlord**, **tenant** or **guarantor** is an individual, this lease binds that person's legal personal representative. If any of them is a corporation, this lease binds its transferees.
- 1.9 This lease, including all guarantees and indemnities, is delivered and operates as a deed.
- 1.10 The **tenant** is bound by and answerable for the acts and omissions of the **tenant's agents**.
- 1.11 If there is a conflict between a provision in the schedule and one of these lease conditions then the provision in the schedule is to prevail.
- 1.12 "Include" and every form of that word is to be read as if followed by "(without limitation)".
- 1.13 This lease includes the schedule.
- 1.14 The parties consider that the application of the **Act** to this lease is as specified in **item 15** and, if **item 15** states that the **Act** does not apply, that the reason is as specified in **item 15**.

2. TENANT'S PAYMENT, USE AND INSURANCE OBLIGATIONS

- 2.1 The **tenant** must –
 - 2.1.1 pay the **rent** without any set-off (legal or equitable) or deduction whatever to the **landlord** on the days and in the way stated in **item 9** without the need for a formal demand. The **landlord** may direct in writing that the **rent** be paid to another person. The **rent** is reviewed on each **review date** specified in **item 16** –
 - (a) on a **market review date**, the **rent** is reviewed in accordance with clause 11,
 - (b) on a **CPI review date**, the **rent** is reviewed in accordance with clause 18, and
 - (c) on a **fixed review date**, the **rent** is either increased by the fixed percentage or changed by or to the fixed amount, in either case as specified in **item 16** in respect of that **fixed review date**.
 - 2.1.2 produce receipts for paid **building outgoings** within 7 days of a request.
 - 2.1.3 pay when due all charges for the provision of services to the **premises** including gas, electricity, water and telephone.
 - 2.1.4 remove regularly from the **premises** all rubbish and waste generated by the **tenant's** operations.
 - 2.1.5 pay the proportion of the **building outgoings** specified in **item 10** in accordance with clause 5.4.
 - 2.1.6 pay or reimburse within 7 days of a request all increases in insurance premiums paid or payable by the **landlord** as the result of the **tenant's** use of the **premises**.
 - 2.1.7 pay within 7 days of a request interest at the rate stated in **item 14** on any **rent** or other money which the **tenant** has not paid within 7 days of the due date. Interest is to be calculated daily from the due date, continues until the overdue money is paid and is capitalised monthly.
 - 2.1.8 pay within 7 days of a request the **landlord's** reasonable expenses and legal costs in respect of –
 - (a) the negotiation, preparation, settling, execution and stamping (if applicable) of this lease,
 - (b) change to this lease requested by the **tenant** whether or not the change occurs,
 - (c) the surrender or ending of this lease (other than by expiration of the **term**) requested by the **tenant**, whether or not the lease is surrendered or ended,
 - (d) the transfer of this lease or subletting of the **premises** or proposed transfer or subletting whether or not the transfer or subletting occurs,
 - (e) a request by the **tenant** for consent or approval, whether or not consent or approval is given,

- (f) any breach of this lease by the **tenant**, or
- (g) the exercise or attempted exercise by the **landlord** of any right or remedy against the **tenant**,

but, if the **Act** applies, only to the extent to which the **Act** permits recovery.

2.1.9 pay any stamp duty on this lease, on any renewal, and any additional stamp duty after a review of **rent**.

2.1.10 subject to clauses 3.3.2 and 3.3.3, comply with all laws relating to the use or occupation of the **premises**.

2.1.11 carry on the business of the **permitted use** efficiently and, subject to all applicable laws, keep the **premises** open during the business hours which are normal for the **permitted use** and not suspend or discontinue the operation of the business.

2.1.12 comply with the **landlord's** reasonable requirements in relation to the use of the **landlord's installations** and any services provided by the **landlord**.

2.1.13 subject to clauses 3.3.2 and 3.3.3, comply with the laws and requirements of relevant authorities relating to essential safety measures, occupational health and safety and disability discrimination relevant to the **premises** or the **building**.

2.2 The **tenant** must not, and must not let anyone else -

- 2.2.1 use the **premises** except for the **permitted use**, but the **tenant** agrees that the **landlord** has not represented that the **premises** may be used for that use according to law or that the **premises** are suitable for that use.
- 2.2.2 use the **premises** for any illegal purpose.
- 2.2.3 carry on any noxious or offensive activity on the **premises**.
- 2.2.4 do anything which might cause nuisance, damage or disturbance to a tenant, occupier or owner of any adjacent property.
- 2.2.5 conduct an auction or public meeting on the **premises**.
- 2.2.6 use radio, television or other sound-producing equipment at a volume that can be heard outside the **premises**.
- 2.2.7 do anything which might affect any insurance policy relating to the **premises** by causing -
 - (a) it to become void or voidable,
 - (b) any claim on to be rejected, or
 - (c) a premium to be increased.
- 2.2.8 keep or use chemicals, inflammable fluids, acids, or other hazardous things on the **premises** except to the extent necessary for the **permitted use**, or create fire hazards.
- 2.2.9 do anything which might prejudicially affect the essential safety measures or the occupational health and safety or disability discrimination status of the **premises** or the **building**.
- 2.2.10 place any sign on the exterior of the **premises** without the **landlord's** written consent.
- 2.2.11 make any alteration or addition, or affix any object, to the **premises** except with the **landlord's** written consent; consent is at the **landlord's** discretion for any alteration, addition or affixation affecting the structure of the **building** or any of the infrastructure for the provision of services to the **building** but, otherwise, clause 9.1 applies. In undertaking any work for which the **landlord's** consent has been obtained, the **tenant** must strictly conform to plans approved by the **landlord** and comply with all reasonable conditions imposed on that consent by the **landlord** and the requirements of each authority with jurisdiction over the **premises**.
- 2.2.12 bring onto the **premises** any object which, due to its nature, weight, size or operation, might cause damage to the **premises**, the **building**, or the effective operation of the infrastructure for the provision of services to the **premises** or the **building** without the **landlord's** written consent.
- 2.2.13 except in an emergency, interfere with any infrastructure for the provision of services in the **premises**, the **building**, or in any property of which the **premises** are part.

2.3 The **tenant** must -

- 2.3.1 take out and keep current an insurance cover for the **premises** in the name of the **tenant** and noting the interest of the **landlord**, for public risk for any single event for the amount stated in item 12 or, if none is stated, for \$10 million, with an extension which includes the indemnities given by the **tenant** to the **landlord** in clauses 5.2 and 5.3.2 of this lease to the extent that such an extension is procurable on reasonable terms in the Australian insurance market.
- 2.3.2 maintain the insurance cover with an insurer approved by the **landlord**.
- 2.3.3 produce satisfactory evidence of insurance cover on written request by the **landlord**.

3. REPAIRS, MAINTENANCE, FIRE PREVENTION AND REQUIREMENTS OF AUTHORITIES

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

3.1.1 keep the **premises** in the same condition as at the **start of the lease**, except for fair wear and tear; and

3.1.2 comply with all notices and orders affecting the **premises** which are issued during the **term** except any notices or orders that applicable legislation makes the responsibility of the **landlord**.

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

3.2.1 repaint or refinish all painted or finished surfaces in a workmanlike manner with as good quality materials as previously at least once every 5 years during the **term** and any further term viewed as one continuous period.

3.2.2 keep the **premises** properly cleaned and free from rubbish, keep waste in proper containers and have it removed regularly.

3.2.3 immediately replace glass which becomes cracked or broken with glass of the same thickness and quality.

3.2.4 immediately repair defective windows, light fittings, doors, locks and fastenings, and replace missing or inoperative light-globes and fluorescent tubes, keys and keycards.

3.2.5 maintain in working order all plumbing, drainage, gas, electric, solar and sewerage installations.

3.2.6 promptly give written notice to the **landlord** or **landlord's** agent of -

(a) damage to the **premises** or of any defect in the structure of, or any of infrastructure for the provision of services to, the **premises**,

(b) receipt of a notice or order affecting the **premises**,

(c) any hazards threatening or affecting the **premises**, and

(d) any hazards arising from the **premises** for which the **landlord** might be liable.

3.2.7 immediately make good damage caused to adjacent property by the **tenant** or the **tenant's** agents.

3.2.8 permit the **landlord**, its agents or workmen to enter the **premises** during normal business hours, after giving reasonable notice (except in cases of emergency) -

(a) to inspect the **premises**,

(b) to carry out repairs or agreed alterations, and

(c) to do anything necessary to comply with notices or orders of any relevant authority, bringing any necessary materials and equipment.

3.2.9 carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the **tenant** is obliged to make good under this lease. If the **tenant** does not comply with the notice, the **landlord** may carry out the repairs and the **tenant** must repay the cost to the **landlord** within 7 days of a request.

3.2.10 only use persons approved by the **landlord** to repair and maintain the **premises** but, if the Act applies, only use persons who are suitably qualified.

3.2.11 comply with all reasonable directions of the **landlord** or the insurer of the **premises** as to the prevention, detection and control of fire.

3.2.12 on vacating the **premises**, remove all signs and make good any damage caused by installation or removal.

3.2.13 take reasonable precautions to secure the **premises** and their contents from theft, keep all doors and windows locked when the **premises** are not in use and comply with the **landlord's** directions for the use and return of keys or keycards.

3.2.14 permit the **landlord** or its agent access to the **premises** at reasonable times by appointment to show the **premises** -

(a) to valuers and to the **landlord's** consultants,

(b) to prospective purchasers at any time during the **term**, and

(c) to prospective tenants within 3 months before the end of the **term** (unless the **tenant** has exercised an option to renew this lease)

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

3.2.15 maintain any grounds and gardens of the **premises** in good condition, tidy, free from weeds and well-watered.

3.2.16 maintain and keep in good repair any heating, cooling or air conditioning equipment exclusively serving the **premises**.

3.3 The **tenant** is not obliged -

- 3.3.1 to repair damage against which the **landlord** must insure under clause 6.2 or to reimburse the **landlord** for items of expense or damage that would be covered under insurance of the type specified unless the **landlord** loses or, where the **landlord** has failed to insure as required, would have lost, the benefit of the insurance because of acts or omissions by the **tenant** or the **tenant's agents**.
- 3.3.2 to carry out structural or capital repairs or alterations or make payments of a capital nature unless the need for them results from -
 - (a) negligence by the **tenant** or the **tenant's agents**,
 - (b) failure by the **tenant** to perform its obligations under this lease,
 - (c) the **tenant's** use of the **premises**, other than reasonable use for the **permitted use**, or
 - (d) the nature, location or use of the **tenant's installations**,in which case the repairs, alterations or payments are the responsibility of the **tenant**.
- 3.3.3 to carry out any work that applicable legislation makes the responsibility of the **landlord**.

4. **LEASE TRANSFERS AND SUBLETTING**

- 4.1 The **tenant** must not transfer this lease or sublet the **premises** without the **landlord's** written consent, and section 144 of the *Property Law Act 1958* (Vic) and clause 9.1 do not apply.
- 4.2 The **landlord** -
 - 4.2.1 subject to sub-clause 4.2.2, must not unreasonably withhold consent to a transfer of this lease or a sublease of the **premises** if the **tenant** has complied with the requirements of clause 4.3 and the proposed transferee or subtenant proposes to use the **premises** in a way permitted under this lease. If the **Act** applies, the **landlord** may only withhold consent to a transfer of this lease in accordance with the **Act**.
 - 4.2.2 may withhold consent at the **landlord's** discretion if the **Act** does not apply, and a transfer of this lease would result in the **Act** applying, or applying if this lease is renewed for a further term.
- 4.3 To obtain the **landlord's** consent to a transfer or sublease the **tenant** must -
 - 4.3.1 ask the **landlord** in writing to consent to the transfer or sublease,
 - 4.3.2 give the **landlord** -
 - (a) in relation to each proposed new tenant or sub-tenant such information as the **landlord** reasonably requires about its financial resources and business experience and if the **Act** does not apply, any additional information reasonably required by the **landlord** to enable it to make a decision, and
 - (b) a copy of the proposed document of transfer or sublease, and
 - 4.3.3 remedy any breach of the lease which has not been remedied and of which the **tenant** has been given written notice.
- 4.4 If the **Act** applies and -
 - 4.4.1 the **tenant** has asked the **landlord** to consent to a transfer and complied with clause 4.3 and section 61 of the **Act**, and
 - 4.4.2 the **landlord** fails to respond by giving or withholding consent to the transfer within 28 days, then the **landlord** is to be taken as having consented.
- 4.5 If the **landlord** consents to the transfer or sublease, the **landlord**, **tenant** and new tenant or sub-tenant and the **guarantor** must execute the documents submitted under sub-clause 4.3.2(b). The directors of the new tenant (if it is a corporation) must execute a guarantee and indemnity in the terms of clause 15.
- 4.6 The **tenant** must pay the **landlord's** reasonable expenses incurred in connection with an application for consent or the granting of consent and the completion of the documents, as well as any stamp duty on the documents.
- 4.7 Except by a transfer or sublease to which the **landlord** has consented, or is to be taken as having consented, the **tenant** must not give up possession or share occupancy of the **premises** or grant a licence to anyone else or mortgage or charge its interest under this lease or enter into any arrangement that gives a person the right to enter into occupation of the **premises** without the **landlord's** written consent; consent is at the **landlord's** discretion.
- 4.8 Subject to the **Act**, if it applies, the obligations to the **landlord** of every **tenant** who has transferred this lease continue until this lease ends. They do not continue into any period of overholding after this lease ends, nor into any renewed term: at those times they are the responsibility only of the **tenant** in possession. This clause does not prevent the **landlord** from enforcing rights which arise before this lease ends.

5. GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT

5.1 When the **term** ends, the **tenant** must -

- 5.1.1 return the **premises** to the **landlord** clean and in the condition required by this lease, and
- 5.1.2 remove the **tenant's installations** and other **tenant's** property from the **premises** and make good any damage caused in installing or removing them.

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

- 5.1.3 all items of **tenant's installations** and **tenant's** property will be considered abandoned and will become the property of the **landlord**, but the **landlord** may remove any of the **tenant's installations** or other property of the **tenant** and recover the costs of removal and making good as a liquidated debt payable on demand; and
- 5.1.4 the parties intend that clause 5.1.3 operate in relation to **tenant's installations** and **tenant's** property in place of any legislation that might otherwise apply to goods remaining on the **premises**.

5.2 The **tenant** indemnifies the **landlord** against any claim resulting from any act or failure to act by the **tenant** or the **tenant's agents** while using the **premises**.

5.3 The **tenant** -

- 5.3.1 uses and occupies the **premises** at its own risk, and
- 5.3.2 releases the **landlord** from and indemnifies the **landlord** against all claims resulting from incidents occurring on the **premises** (except to the extent caused or contributed to by the **landlord**, or a person for whom the **landlord** is responsible) or resulting from damage to adjacent premises covered by clause 3.2.7.

5.4 In relation to **building outgoings** -

- 5.4.1 the **landlord** must pay the **building outgoings** when they fall due for payment but, if the **landlord** requires, the **tenant** must pay when due a **building outgoing** for which the **tenant** receives notice directly and reimburse the **landlord** within 7 days of a request all **building outgoings** for which notices are received by the **landlord**.
- 5.4.2 the **tenant** must pay or reimburse the **landlord** the proportion specified in item 10.
- 5.4.3 at least 1 month before the start of an **accounting period**, the **landlord** may, or if the **Act** applies must, give the **tenant** an estimate of **building outgoings** for the **accounting period**.
- 5.4.4 despite clause 5.4.1, if the **landlord** requires, the **tenant**, must pay its share of the estimated **building outgoings** by equal monthly instalments during the **accounting period** on the days on which **rent** is payable (after allowing for **building outgoings** paid directly or separately reimbursed by the **tenant**).
- 5.4.5 if the **Act** applies, the **landlord** must make a statement of **building outgoings** available during each **accounting period** as required by the **Act**.
- 5.4.6 within 3 months after the end of an **accounting period**, the **landlord** must give the **tenant** a statement of the actual **building outgoings** for the **accounting period** (if the **Act** applies and requires that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by a report complying with section 47(5); if the **Act** applies but does not require that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by the items specified in section 47(6)(b)).
- 5.4.7 the **tenant** must pay any deficiency or the **landlord** must repay any excess, within 1 month after a statement is provided under clause 5.4.6 or within 4 months after the end of the **accounting period**, whichever is earlier.
- 5.4.8 the parties must make an appropriate adjustment for any **building outgoing** incurred in respect of a period beginning before the start of the **term** or extending beyond the end of the **term**.

5.5 If the freehold of the **premises** (or the **building**) is transferred, the transferor **landlord** is released from all lease obligations falling due for performance on or after the date of the instrument of transfer.

5.6 Payment or tender by cheque is not effective until clearance of funds.

6. LANDLORD'S OBLIGATIONS

6.1 The **landlord** must give the **tenant** quiet possession of the **premises** without any interruption by the **landlord** or anyone connected with the **landlord** as long as the **tenant** does what it must under this lease.

6.2 The **landlord** must take out at the start of the **term** and keep current policies of insurance for the risks listed in item 11 against -

- 6.2.1 damage to and destruction of the **building**, for its replacement value,
- 6.2.2 removal of debris,
- 6.2.3 breakdown of **landlord's installations**, and
- 6.2.4 breakage of glass, for its replacement value.

6.3 The **landlord** must give to the **tenant** the written consent to this lease of each mortgagee whose interest would otherwise have priority over this lease by endorsement on this lease in the terms set out following the 'execution and attestation' section.

6.4 The **landlord** must keep the structure (including the external faces and roof) of the **building** and the **landlord's installations** in a condition consistent with their condition at the **start of the lease**, but is not responsible for repairs which are the responsibility of the **tenant** under clauses 3.1, 3.2 and 3.3.2.

7. EVENTS OF DEFAULT AND LANDLORD'S RIGHTS

7.1 The **landlord** may terminate this lease, by re-entry or notice of termination, if -

- 7.1.1 the **rent** is unpaid after the day on which it falls due for payment,
- 7.1.2 the **tenant** does not meet its obligations under this lease,
- 7.1.3 the **tenant** is a corporation and -
 - (a) an order is made or a resolution is passed to wind it up except for reconstruction or amalgamation,
 - (b) goes into liquidation,
 - (c) is placed under official management,
 - (d) has a receiver, including a provisional receiver, or receiver and manager of any of its assets or an administrator appointed,
 - (e) without the **landlord's** written consent, there is a different person in effective control of the **tenant** as a result of changes in -
 - (i) membership of the company or its holding company,
 - (ii) beneficial ownership of the shares in the company or its holding company, or
 - (iii) beneficial ownership of the business or assets of the company,

but this paragraph does not apply if the **tenant** is a public company listed on a recognised Australian public securities exchange, or a subsidiary of one.

"Effective control" means the ability to control the composition of the board of directors or having more than 50% of the shares giving the right to vote at general meetings,

 - 7.1.4 a warrant issued by a court to satisfy a judgement against the **tenant** or a **guarantor** is not satisfied within 30 days of being issued,
 - 7.1.5 a **guarantor** is a natural person and -
 - (a) becomes bankrupt,
 - (b) takes or tries to take advantage of Part X of the *Bankruptcy Act 1966* (Cth),
 - (c) makes an assignment for the benefit of their creditors, or
 - (d) enters into a composition or arrangement with their creditors,
 - 7.1.6 a **guarantor** is a corporation and one of the events specified in (a) to (e) of clause 7.1.3 occurs in relation to it, or
 - 7.1.7 the **tenant**, without the **landlord's** written consent -
 - (a) discontinues its business on the **premises**, or
 - (b) leaves the **premises** unoccupied for 14 days.

7.2 Termination by the **landlord** ends this lease, but the **landlord** retains the right to sue the **tenant** for unpaid money or for damages (including damages for the loss of the benefits that the **landlord** would have received if the lease had continued for the full **term**) for breaches of its obligations under this lease.

7.3 For the purpose of section 146(1) of the *Property Law Act 1958* (Vic), 14 days is fixed as the period within which the **tenant** must remedy a breach capable of remedy and pay reasonable compensation for the breach.

7.4 Breach by the **tenant** of any of the following clauses of this lease is a breach of an essential term and constitutes repudiation: 2.1.1, 2.1.5, 2.1.6, 2.1.10, 2.1.11, 2.2.1, 2.2.2, 2.2.7, 2.2.8, 2.2.9, 2.2.11, 2.2.12, 2.3, 3.2.11, 4.1, 4.7, 5.4.2, 5.4.7, 13 and 17. Other **tenant** obligations under this lease may also be essential.

7.5 Before terminating this lease for repudiation (including repudiation consisting of the non-payment of rent), or for an event to which section 146(1) of the *Property Law Act 1958* (Vic) does not extend, the **landlord** must give the **tenant** written notice of the breach and a period of 14 days in which to remedy it (if it is capable of remedy) and to pay reasonable compensation for it. A notice given in respect of a breach amounting to repudiation is not an affirmation of the lease.

7.6 Even though the **landlord** does not exercise its rights under this lease on one occasion, it may do so on any later occasion.

8. DESTRUCTION OR DAMAGE

8.1 If the **premises** or the **building** are damaged so that the **premises** are unfit for use for the **permitted use** or inaccessible -

- 8.1.1 a fair proportion of the **rent** and **building outgoings** is to be suspended until the **premises** are again wholly fit for the **permitted use**, and accessible, and
- 8.1.2 the suspended proportion of the **rent** and **building outgoings** must be proportionate to the nature and extent of the unfitness for use or inaccessibility.

8.2 If the **premises** or the **building** are partly destroyed, but not substantially destroyed, the **landlord** must reinstate the **premises** or the **building** as soon as reasonably practicable.

8.3 If the **premises** or the **building** are wholly or substantially destroyed -

- 8.3.1 the **landlord** is not obliged to reinstate the **premises** or the **building**, and
- 8.3.2 if the reinstatement does not start within 3 months, or is not likely to be completed within 9 months, the **landlord** or the **tenant** may end this lease by giving the other written notice.

8.4 The **tenant** will not be entitled to suspension of **rent** or **building outgoings** under sub-clause 8.1.1 nor to end the lease under sub-clause 8.3.2 and the **landlord** will not be obliged to reinstate the **premises** or the **building** under clause 8.2 if payment of an insurance claim is properly refused in respect of the damage or destruction because of any act or omission by the **tenant** or the **tenant's agents**.

8.5 If the **Act** does not apply and there is a dispute under this clause, the **landlord** or the **tenant** may request the President of the Australian Property Institute, Victorian Division, to nominate a practising valuer member of that Institute to determine the dispute or the **landlord** and **tenant** may refer the dispute to mediation under clause 16 unless item 21 states that the mediation procedure does not apply to this lease. The valuer acts as an expert and not as an arbitrator and the determination is binding.

9. CONSENTS AND WARRANTIES BY THE PARTIES

9.1 Subject to the **Act** (if it applies), the **landlord** must not unreasonably withhold its consent or approval to any act by the **tenant** or matter which needs consent or approval unless any other clause provides otherwise, but

- 9.1.1 the **landlord** may impose reasonable conditions on any consent or approval, and
- 9.1.2 the **tenant** must reimburse the **landlord's** reasonable expenses resulting from an application for its consent or approval, including fees paid to consultants.

9.2 This lease, together with (if the **Act** applies) any disclosure statement, contains the whole agreement of the parties. Neither the **landlord** nor the **tenant** is entitled to rely on any warranty or statement in relation to -

- 9.2.1 the conditions on which this lease has been agreed,
- 9.2.2 the provisions of this lease, or
- 9.2.3 the **premises**

which is not contained in those documents.

10. OVERHOLDING AND ABANDONMENT OF THE PREMISES

10.1 If the **tenant** remains in possession of the **premises** without objection by the **landlord** after the end of the **term** -

- 10.1.1 the **tenant**, without any need for written notice of any kind, is a monthly tenant on the conditions in this lease, modified so as to apply to a monthly tenancy,
- 10.1.2 the **landlord** or the **tenant** may end the tenancy by giving one month's written notice to the other which may expire on any day of the month,
- 10.1.3 the monthly rent starts at one-twelfth of the annual **rent** which the **tenant** was paying immediately before the **term** ended unless a different rent has been agreed, and
- 10.1.4 the **landlord** may increase the monthly rent by giving the **tenant** one month's written notice.

10.2 If the **tenant** vacates the **premises** during the **term**, whether or not it ceases to pay **rent** -

- 10.2.1 the **landlord** may -
 - (a) accept the keys,
 - (b) enter the **premises** to inspect, maintain or repair them, or
 - (c) show the **premises** to prospective tenants or purchasers,

without this being re-entry or an acceptance of repudiation or a waiver of the **landlord's** rights to recover **rent** or other money under this lease.

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

- (a) accepts a surrender of the lease, or
- (b) notifies the **tenant** in writing that the **landlord** accepts the **tenant's** repudiation of the lease, or
- (c) ends the lease in accordance with clause 7.1.

11. RENT REVIEWS TO MARKET

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

The review procedure on each **market review date** is -

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

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

If the **Act** does not apply and if the **landlord** and **tenant** do not agree on the name of the **valuer** within 28 days after the objection is served, either may apply to the President of the Australian Property Institute, Victorian Division to nominate the **valuer**. If the **Act** applies, the **valuer** is to be appointed by agreement of the **landlord** and **tenant**, or failing agreement, by the Small Business Commissioner.

- 11.1.4 In determining the current market **rent** for the **premises** the **valuer** must -
 - (a) consider any written submissions made by the **landlord** and **tenant** within 21 days of their being informed of the **valuer's** appointment, and
 - (b) determine the current market rent as an expertand, whether or not the **Act** applies, must make the determination in accordance with the criteria set out in section 37(2) of the **Act**.
- 11.1.5 The **valuer** must make the determination of the current market rent and inform the **landlord** and **tenant** in writing of the amount of the determination and the reasons for it as soon as possible after the end of the 21 days allowed for submissions by the parties.
- 11.1.6 If -
 - (a) no determination has been made within 45 days (or such longer period as is agreed by the **landlord** and the **tenant** or, if the **Act** applies, as is determined in writing by the Small Business Commissioner) of the **landlord** and **tenant**
 - (i) appointing the **valuer**, or
 - (ii) being informed of the **valuer's** appointment, or
 - (b) the **valuer** resigns, dies, or becomes unable to complete the valuation,then the **landlord** and **tenant** may immediately appoint a replacement **valuer** in accordance with sub-clause 11.1.3.
- 11.2 The **valuer's** determination is binding.
- 11.3 The **landlord** and **tenant** must bear equally the **valuer's** fee for making the determination and if either pays more than half the fee, may recover the difference from the other.
- 11.4 Until the determination is made by the **valuer**, the **tenant** must continue to pay the same **rent** as before the **market review date** and within 7 days of being informed of the **valuer's** determination, the parties must make any necessary adjustments.
- 11.5 If the **Act** does not apply, a delay in starting a market review does not prevent the review from taking place and being effective from the **market review date** but if the market review is started more than 12 months after the **market review date**, the review takes effect only from the date on which it is started.

12. FURTHER TERM(S)

- 12.1 The **tenant** has an option to renew this lease for the further term or terms stated in **item 18** and the **landlord** must renew this lease for that further term or those further terms if -
 - 12.1.1 there is no unremedied breach of this lease by the **tenant** of which the **landlord** has given the **tenant** written notice at the time the **tenant** requests renewal as required by clause 12.1.13,
 - 12.1.2 the **tenant** has not persistently committed breaches of this lease of which the **landlord** has given written notice during the **term**, and
 - 12.1.3 the **tenant** has exercised the option for renewal in writing not more than 6 months nor less than 3 months before the end of the **term**. The earliest and latest dates for exercising the option are stated in **item 19**.
- 12.2 The lease for the further term -
 - 12.2.1 starts on the day after the **term** ends,
 - 12.2.2 has a starting **rent** determined in accordance with clause 11 as if the first day of the further term were specified as a **market review date** in **item 16(a)**, and
 - 12.2.3 must contain the same terms as this lease (but with no option for renewal after the last option for a further term stated in **item 18** has been exercised) including any provisions appearing in this document that may have been read down or severed to comply with any applicable law that has ceased to be applicable, as if they had not been read down or severed.
- 12.3 If the **tenant** is a corporation and was required to provide directors' guarantees for this lease, the **tenant** must provide guarantees of its obligations under the renewed lease by its directors, and by each person who has provided a guarantee for the expired **term**, in the terms of clause 15.

13. SECURITY DEPOSIT

- 13.1 The **tenant** must pay a security deposit to the **landlord** of the amount stated in **item 20** and must maintain the deposit at that amount.
- 13.2 Any security deposit not in the form of a guarantee must be invested in an interest bearing deposit and all interest accruing on it is treated as a supplementary payment of security deposit. When the **term** starts, the **tenant** must provide the **landlord** with the **tenant's** tax file number.
- 13.3 The **landlord** may use the deposit to make good the cost of remedying breaches of the **tenant's** obligations under this lease (or any of the events specified in clause 7.1) and the **tenant** must pay whatever further amount is required to bring the deposit back to the required level.
- 13.4 As soon as practicable after this lease has ended and the **tenant** has vacated the **premises** and performed all of its obligations under the lease, the **landlord** must refund the unused part of the deposit.
- 13.5 The **tenant** may, and if the **landlord** requires must, provide the security deposit by means of a guarantee by an ADI within the meaning of the *Banking Act 1959* (Cth).
- 13.6 If the freehold of the **premises** is transferred:
 - 13.6.1 the **tenant** must provide a replacement guarantee in exchange for the existing guarantee if requested by the **landlord** in writing to do so, but the **landlord** must pay the reasonable fees charged by the ADI for the issue of the replacement guarantee, and
 - 13.6.2 the **landlord** must transfer any security deposit held under this lease to the transferee.

14. NOTICES

- 14.1 A notice given under this lease may be given -
 - 14.1.1 by pre-paid post,
 - 14.1.2 by delivery
 - 14.1.3 by email, or
 - 14.1.4 in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner,
to the party's last known address, registered office, or (if to the **tenant**) at the **premises**.
- 14.2 Posted notices will be taken to have been received on the second day after posting that is not a Saturday, Sunday or bank holiday in place of intended receipt, unless proved otherwise.
- 14.3 Notices delivered or sent by email are taken to have been served or given at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

- 15.1 The **guarantor** in consideration of the **landlord** having entered into this lease at the **guarantor's** request —
 - 15.1.1 guarantees that the **tenant** will perform all its obligations under this lease for the **term** and any further term or terms and during any period of overholding after the end of the **term**,
 - 15.1.2 must pay on demand any amount which the **landlord** is entitled to recover from the **tenant** under this lease whether in respect of the **term**, any further term or further terms or any period of overholding, and
 - 15.1.3 indemnifies the **landlord** against all loss resulting from the **landlord's** having entered into this lease whether from the **tenant's** failure to perform its obligations under it or from this lease being or becoming unenforceable against the **tenant** and whether in respect of the **term**, any further term or any period of overholding.
- 15.2 The liability of the **guarantor** will not be affected by -
 - 15.2.1 the **landlord** granting the **tenant** or a **guarantor** time or any other indulgence, or agreeing not to sue the **tenant** or another **guarantor**,
 - 15.2.2 failure by any **guarantor** to sign this document,
 - 15.2.3 transfer (except in accordance with the **Act**, if the **Act** applies) or variation of this lease, but if this lease is transferred the **guarantor's** obligations, other than those which have already arisen, end when the **term** ends and do not continue into a term renewed by a new tenant nor a period of overholding by a new tenant,
 - 15.2.4 the fact that this lease is subsequently registered at the Land Registry or not registered, or, for any reason, is incapable of registration, or
 - 15.2.5 transfer of the freehold of the **premises**.
- 15.3 The **guarantor** agrees that —
 - 15.3.1 the **landlord** may retain all money received including dividends from the **tenant's** bankrupt estate, and need allow the **guarantor** a reduction in its liability under this guarantee only to the extent of the amount received,
 - 15.3.2 the **guarantor** must not seek to recover money from the **tenant** to reimburse the **guarantor** for payments made to the **landlord** until the **landlord** has been paid in full,
 - 15.3.3 the **guarantor** must not prove in the bankruptcy or winding up of the **tenant** for any amount which the **landlord** has demanded from the **guarantor**, and
 - 15.3.4 the **guarantor** must pay the **landlord** all money which the **landlord** refunds to the **tenant's** liquidator or trustee in bankruptcy as preferential payments received from the **tenant**.
- 15.4 If any of the **tenant's** obligations are unenforceable against the **tenant**, then this clause is to operate as a separate indemnity and the **guarantor** indemnifies the **landlord** against all loss resulting from the **landlord's** inability to enforce performance of those obligations. The **guarantor** must pay the **landlord** the amount of the loss resulting from the unenforceability.
- 15.5 If there is more than one **guarantor**, this guarantee binds them separately, together and in any combination.
- 15.6 Each of the events referred to in clauses 7.1.5 and 7.1.6 is deemed to be a breach of an essential term of this lease.

16. DISPUTE RESOLUTION

- 16.1 Unless the **Act** applies, if the words "The mediation procedure applies to this lease" are included in item 21, the mediation procedure applies to this lease. In that event the **landlord** and the **tenant** must attempt to resolve any dispute by the mediation procedure, except disputes about -
 - 16.1.1 unpaid **rent** and interest charged on it,
 - 16.1.2 review of **rent**, and
 - 16.1.3 a dispute to be resolved in another way prescribed by any other provision of this lease.
- 16.2 The mediation procedure is -
 - 16.2.1 the **landlord** or **tenant** may start mediation by serving a mediation notice on the other.
 - 16.2.2 the notice must state that a dispute has arisen and identify what the dispute is.
 - 16.2.3 the **landlord** and **tenant** must jointly request appointment of a mediator. If they fail to agree on the appointment within 7 days of service of the mediation notice, either may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator.

- 16.2.4 once the mediator has accepted the appointment the **landlord** and **tenant** and each **guarantor** must comply with the mediator's instructions.
- 16.2.5 if the dispute is not resolved within 30 days of the appointment of the mediator, or any other period agreed by the **landlord** and **tenant** in writing, the mediation ceases.
- 16.3 The mediator may fix the charges for the mediation which must be paid equally by the **landlord** and **tenant**.
- 16.4 If the dispute is settled, the **landlord** and **tenant** and each **guarantor** must sign the terms of agreement and the signed terms are binding.
- 16.5 The mediation is confidential and -
 - 16.5.1 statements made by the mediator or the parties, and
 - 16.5.2 discussions between the participants to the mediation, before after or during the mediation, cannot be used in any legal proceedings.
- 16.6 It must be a term of the engagement of the mediator that the **landlord** and **tenant** and each **guarantor** release the mediator from any court proceedings relating to this lease or the mediation.
- 16.7 The mediator is not bound by the rules of natural justice and may discuss the dispute with a participant in the absence of any others.
- 16.8 If the **Act** applies, so that a dispute must be referred to the Victorian Civil and Administrative Tribunal, the **landlord** and **tenant** agree that each may be represented by a legal practitioner or legal practitioners of its choice.

17. GST

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

18. CONSUMER PRICE INDEX

- 18.1 On a **CPI review date**, the **rent** is adjusted by reference to the **Consumer Price Index** using the following formula -

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

Where:

- "AR" means **adjusted rent**,
- "R" means **rent** before adjustment,
- "CPIB" means the **Consumer Price Index** number for the quarter immediately preceding the **CPI review date**, and
- "CPIA" means the **Consumer Price Index** number for the quarter immediately preceding the most recent earlier **review date** or, where there is no earlier **review date**, the quarter immediately preceding the start of the **term**.

- 18.2 If CPIB is not published until after the **CPI review date**, the adjustment is made when it is published but the adjustment takes effect from the relevant **CPI review date**. In the meantime, the **tenant** must continue to pay the **rent** at the old rate and, when the adjustment is made, the **tenant** must immediately pay any deficiency or the **landlord** must immediately repay the excess.
- 18.3 If the base of the **Consumer Price Index** is changed between the two comparison dates an appropriate compensating adjustment must be made so that a common base is used.
- 18.4 Unless the **Act** applies and requires otherwise, if the **Consumer Price Index** is discontinued or suspended, then the calculation is to be made using whatever index is substituted for it. If no other index is substituted for it, the calculation is to be made using the index or calculation which the President of the Australian Property Institute, Victorian Division (acting as an expert and not as an arbitrator), determines is appropriate in the circumstances. This determination is binding.

18.5 Unless the **Act** applies, the adjustment is not made if it would result in a decrease in the **rent** payable.

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

19.1 If the **premises** are only a part of the **lettable area** of the **building**, the provisions of this clause apply.

19.2 The **landlord** -

19.2.1 may adopt whatever name it chooses for the **building** and change the name from time to time, and

19.2.2 reserves all proprietary rights to the name of the **building** and any logo adopted for the **building**.

19.3 The **landlord** reserves for itself the use of all external surfaces of the **building** and areas outside the **building**.

19.4 The **building**, **common areas** and **landlord's installations** remain under the absolute control of the **landlord** which may manage them and regulate their use as it considers appropriate. In particular the **landlord** has the right -

19.4.1 to close off the **common areas** as often as the **landlord** reasonably considers appropriate to prevent rights of way or user arising in favour of the public or third parties,

19.4.2 to exclude persons whose presence the **landlord** considers undesirable,

19.4.3 to grant easements over any parts of the **land** which do not materially and adversely affect the **tenant's** use,

19.4.4 to install, repair and replace, as necessary, the infrastructure necessary or desirable for the provision of services to the various parts of the **building**, and

19.4.5 to repair, renovate, alter or extend the **building** but, in doing so, the **landlord** must not cause more inconvenience to the **tenant** than is reasonable in the circumstances.

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

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

19.6 The **tenant** must comply with the **building rules**. The **landlord** may change the **building rules** from time to time and the **tenant** will be bound by a change when it receives written notice of it. The **landlord** must not adopt a **building rule** or change the **building rules** in a way that is inconsistent with this lease. To the extent that a **building rule** is inconsistent with this lease, the lease prevails.

20. PERSONAL PROPERTY SECURITIES ACT

20.1 Expressions used in this clause that are defined in the **PPSA** have the meanings given to them in the **PPSA**.

20.2 The **landlord** may, at any time, register a financing statement for any security interest arising out of or evidence by this lease over any or all of -

20.2.1 the **landlord's installations**,

20.2.2 any security deposit provided by the **tenant**, and

20.2.3 **tenant's installations** and other **tenant's** property left on the **premises** after the end of the lease,

that are personal property, and must identify the property affected by the financing statement in the free text field of the statement. The **tenant** waives the right to receive notice under section 157(1) of the **PPSA**.

20.3 When this lease -

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

20.3.2 is transferred,

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

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

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

- 20.6 The **tenant** must pay the **landlord's** reasonable expenses and legal costs in respect of anything done or attempted by the **landlord** in the exercise of its rights or performance of its obligations under this clause or the **PPSA***, except the **landlord's** costs of registering a financing statement under sub-clause 20.2 which are to be borne by the **landlord**. **[*Delete if inapplicable]**
- 20.7 In accordance with section 275(6)(a) of the **PPSA**, the parties agree that neither of them will disclose information of the kind mentioned in subsection 275(1).
- 20.8 Subject to any requirement to the contrary in the **PPSA**, notices under this clause or the **PPSA** may be served in accordance with clause 14 of this lease.

21. ADDITIONAL PROVISIONS

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

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

22. LANDLORD WARRANTY

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

Schedule

Important Notice To The Person Completing This Schedule

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 21 and record any deletions, alterations and/or additions to the standard lease conditions as additional provisions in item 22 and **not** in the lease conditions.

Item 1
[1.1]

Landlord:

Theodorus Nicolaas Hendriks
of 22 Barton Street, Kyneton, VIC 3444

Item 2
[1.1]

Tenant:

Darren Robert Crozier and Michelle Margaret Crozier
of 33 Perrys Lane, Barfold, Vic 3444

Item 3
[1.1]

Guarantor:

Not applicable.

Item 4
[1.1]

Premises & land (see attached plan):

8 Bourke Street, Kyneton being part of the land comprised in Certificate of Title Volume 10656 Folio 504

Item 5
[1.1]

Landlord's installations:

Light fittings, toilet, basin.

Item 6
[1.1]

Rent:

In the first year of the Term the rent shall be \$325 per week plus any GST (a total of \$16,900 plus GST per annum) payable in fortnightly instalments of \$650 (plus any GST), in advance ~~on the first Thursday~~ of the fortnight. The ~~first~~ rent instalment shall be payable on ~~1 July 2021~~.

Continued was paid on the 29 June 2021.

In subsequent years, including any further Term, the rent shall be adjusted in accordance with Item 16 of this Lease Schedule.

Item 7 [1.1]	Tenant's installations:
Item 8 [1.1]	<p>Term of the lease: 3 years starting on 1 July 2021</p>
Item 9 [2.1.1]	<p>How rent is to be paid: The rent is payable in equal fortnightly instalments in advance on the first Thursday of the fortnight. The first rent instalment is payable on 1 July 2021. <i>paying on the 29 June 2021</i> Continued</p>
Item 10 [1.1, 2.1.2, 2.1.5 & 5.4]	<p>Building outgoings which the tenant must pay or reimburse: 100% of all building outgoings</p>
Item 11 [1.1 & 6.2]	<p>Risks which the insurance policies must cover: *</p> <ul style="list-style-type: none"> • Fire • Flood • Lightning • Storm and tempest • Explosion • Riots and civil commotion • Strikes • Malicious damage • Earthquake • Impact by vehicles • Impact by aircraft and articles dropped by them • Internal flood water <p>and such other risks as the landlord reasonably requires from time to time.</p>
Item 12 [1.1 & 2.3.1]	<p>Amount of public risk insurance cover: \$20,000,000.00 or other amount reasonably specified from time to time by the landlord.</p>
Item 13 [1.1]	<p>Period of loss of rent and outgoings insurance: 12 Months</p>
Item 14 [2.1.7]	<p>Interest rate on overdue money: 2% per annum more than the rate from time to time fixed by the <i>Penalty Interest Rates Act 1983 (Vic)</i>.</p>

Item 15
[2.2.1]

Permitted use:

Automotive repairs and retail sales of automotive components, accessories and equipment, electronic equipment, lights, vehicle parts and accessories, change over and refurbished stock, hire products, air conditioning products, fridges and coolers, alarms, batteries, stereos, DVDs, cameras, GPS, communication products, accessories, camping goods, outdoor and leisure products, 4WD equipment, trailer & accessories and associated equipment.

[1.14]

Application of Act:

The Act does apply

Item 16
[2.1.1,
11, 18]

Review dates:

Term

Fixed review dates and percentage or fixed amount increases:

1 July 2022: 2% fixed increase

1 July 2023: 2% fixed increase

Further terms

Fixed review dates and percentage or fixed amount increases:

1 July 2024: 2% fixed increase

1 July 2025: 2% fixed increase

1 July 2026: 2% fixed increase

1 July 2027: 2% fixed increase

1 July 2028: 2% fixed increase

1 July 2029: 2% fixed increase

Item 17
[2.1.1,
11, 18]

Who may initiate reviews:

Fixed review: Review is automatic

Item 18
[12]

Further terms:

2 further terms, each of 3 years.

Item 19
[12]

Earliest and latest dates for exercising option for renewal:

Earliest date: 1 January 2024

Latest date: 1 April 2024

Item 20
[13]

Security deposit:

Nil

Item 21
[16.1]

The mediation procedure does not apply to this lease, the procedure in the Act applies.

Item 22
[20]

Additional provisions:

22.1 The Landlord notifies the Tenant that the Landlord is not currently registered or required to be registered for GST. The Landlord will notify the Tenant if this position changes and GST shall then be payable in addition to the rent.

22.2 The parties agree that the outgoings disclosed by the Landlord in the Disclosure Statement are payable by the Tenant, or recoverable from the Tenant if paid by the Landlord.

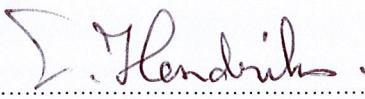
22.4 If at any time during the term of the Lease, the Landlord proposes to sell the land contained in Certificate of Title Volume 10656 Folio 504, or the part of the land upon which the Premises known as 8 Bourke Street Kyneton are situated (the "said land") he shall first offer the said land to the Tenant at the price and on the terms that he proposes to sell to any third party. The Tenant shall have the right within 14 days of receipt of the Landlord's offer to accept the offer. The Landlord's offer and the Tenant's acceptance of the offer must both be in writing. If the Tenant accepts the Landlord's offer, the purchase price payable by the Tenant shall be reduced by \$10,000.00, to take into account the value of the improvements made by the Tenant to the Premises. If the Tenant does not accept the Landlord's offer, then the Landlord shall be free to sell the said land to any purchaser at a price which is not less than the price offered to the Tenant and upon terms and conditions which are no more favourable to the purchaser than the terms and conditions offered to the Tenant.

EXECUTED AS A DEED ON:

Date: 15/07/2021

EXECUTION & ATTESTATION
LANDLORD

Signed, sealed and delivered by the said THEODORUS NICOLAAS HENDRIKS


x.....

in the presence of:

Witness	 x.....
Print name	MARLENE DISS
Print usual address	13 PATTERSON DRIVE, KUNETON 3444

EXECUTION & ATTESTATION

TENANTS

Signed, sealed and delivered by the said DARREN ROBERT CROZIER

x.....


5/7/21

in the presence of:

Witness	 x.....
Print name	DALE KRIEWALDT
Print usual address	36 TUSA DRIVE, SUNBURY

Signed, sealed and delivered by the said MICHELLE MARGARET CROZIER

x.....


5/7/21

in the presence of:

Witness	 x.....
Print name	DALE KRIEWALDT
Print usual address	36 TUSA DRIVE, SUNBURY



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

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

Landlord: THEODORUS NICOLAAS HENDRIKS

Tenant: DARREN ROBERT CROZIER and MICHELLE MARGARET CROZIER

Premises: 8 Bourke Street, Kyneton

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 14 days before the signing of a new lease.

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

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

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

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

PART 1 PREMISES

1 PREMISES DETAILS

1.1 Street address of premises

8 Bourke Street Kyneton

1.2 Plan of premises (if available)

Is attached

1.3

Lettable area of premises

1,100

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

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

(for example, security services, cleaning)

Nil

2 PERMITTED USE

2.1 Description of permitted use

Automotive repairs and retail sales of automotive components, accessories and equipment, electronic equipment, lights, vehicle parts and accessories, change over and refurbished stock, hire products, air conditioning products, fridges and coolers, alarms, batteries, stereos etc, DVDs etc, cameras etc, GPS, communication products, accessories, camping goods, outdoor and leisure products, 4WD equipment, trailer & accessories and associated equipment.

3 NUMBER OF CAR PARKING SPACES

3.1 Approximate total spaces spaces

3.2 Available spaces for customers of the building spaces

3.3 Reserved spaces for use of the tenant only spaces

4 HEAD LEASE

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

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

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

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

- Not applicable
- Details of head lease as follows:

Current term:

years / / 20 to / / 20

Options to renew:

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

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

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

5 TERM OF LEASE

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

/ / 20 Actual Estimate

5.2 Length of term years months

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

/ / 20

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
<input type="text" value="3"/> years	<input type="text" value="01"/> / <input type="text" value="07"/> / 20 <input type="text" value="24"/>	<input type="text" value="01"/> / <input type="text" value="01"/> / 20 <input type="text" value="24"/>
<input type="checkbox"/> Actual <input type="checkbox"/> Estimate	to <input type="text" value="30"/> / <input type="text" value="06"/> / 20 <input type="text" value="27"/>	to <input type="text" value="01"/> / <input type="text" value="04"/> / 20 <input type="text" value="24"/>
<input type="text" value="3"/> years	<input type="text" value="01"/> / <input type="text" value="07"/> / 20 <input type="text" value="27"/>	<input type="text" value="01"/> / <input type="text" value="01"/> / 20 <input type="text" value="27"/>
<input type="checkbox"/> Actual <input type="checkbox"/> Estimate	to <input type="text" value="30"/> / <input type="text" value="06"/> / 20 <input type="text" value="30"/>	to <input type="text" value="01"/> / <input type="text" value="04"/> / 20 <input type="text" value="27"/>

PART 3 WORKS, FIT OUT AND REFURBISHMENT

7 DATE OF HANDOVER

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

/ / 20 Actual Estimate

8 LANDLORD'S WORKS

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

Nil

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

\$ Not applicable

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)

Nil

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 [insert details or provide fit out guide]

No

PART 4 RENT

10 ANNUAL BASE RENT

10.1 Starting annual base rent (i.e. when the lease commences)

\$ Including GST Excluding GST

10.2 Rent free period

Nil

10.3 Date of rent commencement / /

10.4 How rent payments are to be made?

The rent is payable in equal fortnightly instalments in advance on the first Thursday of the fortnight. The first rent instalment is payable on 1 July 2021.

was paid on 29 June 2021.

Continued

11 RENT ADJUSTMENT (RENT REVIEW)

11.1 Rent adjustment dates and adjustment method

Rent adjustments are by fixed increase.

Term

Fixed review dates and percentage or fixed amount increases:

1 July 2022: 2% fixed increase

1 July 2023: 2% fixed increase

Further terms

Fixed review dates and percentage or fixed amount increases:

1 July 2024: 2% fixed increase

1 July 2025: 2% fixed increase

1 July 2026: 2% fixed increase

1 July 2027: 2% fixed increase

1 July 2028: 2% fixed increase

1 July 2029: 2% fixed increase

PART 5 OUTGOINGS

12 CONTRIBUTION BY TENANT TOWARDS LANDLORD'S OUTGOINGS

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

Yes No

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

Nil.

12.3 **Date on which payment of outgoings is to commence** 01 / 07 / 20 21

12.4 **Formulae for apportioning outgoings**

Tenant to pay 100% of all Building Outgoings.

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

01 / 07 / 20 21 to 30 / 06 / 20 22

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

Estimate per annum for the building

		Inc. GST	Exc. GST
13.1 Administration			
<input type="checkbox"/> Administration costs (excluding management fees and wages)	\$ 	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Management fees	\$ 	<input type="checkbox"/>	<input type="checkbox"/>
13.2 Air conditioning/temperature control			
<input type="checkbox"/> Air conditioning maintenance	\$ 	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Air conditioning operating costs	\$ 	<input type="checkbox"/>	<input type="checkbox"/>
13.3 Building management			
<input type="checkbox"/> Body corporate/strata levies	\$ 	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Building intelligence services	\$ 	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Energy management services	\$ 	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Gardening and landscaping	\$ 	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Insurance	\$ 1,690	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Pest control	\$ 	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Ventilation	\$ 	<input type="checkbox"/>	<input type="checkbox"/>
13.4 Building security			
<input type="checkbox"/> Caretaking	\$ 	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Emergency systems	\$ 	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Fire protection	\$ 	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Security services	\$ 	<input type="checkbox"/>	<input type="checkbox"/>

13.5 Cleaning

<input type="checkbox"/> Cleaning consumables	\$ <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Cleaning costs (excluding consumables)	\$ <input type="text"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

13.6 Government rates and charges

<input checked="" type="checkbox"/> Local government rates and taxes	\$ <input type="text"/> 2,200	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Water, sewerage and drainage rates and charges	\$ <input type="text"/> 1,060	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> Fire services property levy	\$ <input type="text"/> Included in local govt rates	<input type="checkbox"/>	<input type="checkbox"/>

(Note: under section 50 of the *Retail Leases Act 2003*, the landlord may not claim land tax as an outgoing)**13.7 Repairs**

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

(Note: under section 41 of the *Retail Leases Act 2003*, the landlord may not claim the capital costs of the building in which the premises are located)**13.8 Utility services**

<input type="checkbox"/> Electricity	\$ <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Gas	\$ <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Oil	\$ <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Water	\$ <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

3.9 Waste management

<input type="checkbox"/> Sewage disposal	\$ <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Waste collection and disposal	\$ <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

13.10 List any other outgoings

<hr/> <hr/> <hr/>	\$ <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/> <hr/>	\$ <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/> <hr/> <hr/>	\$ <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

13.11 Estimated tenant contribution to outgoings\$ 9,010 **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**

Nil.

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

No

16 CLAUSES IN LEASE DEALING WITH RELOCATION AND DEMOLITION WORKS

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

Clause(s) of the lease

Not applicable

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

Clause(s) of the lease

Not applicable

PART 8 OTHER DISCLOSURES

17 OTHER DISCLOSURES

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

Yes

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

Nil.

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

THEODORUS NICOLAAS HENDRIKS

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



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

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

20.4 Date 24 / 06 / 20 21

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 [insert name of tenant]

X Name  Darren Odzer

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

X Sign 

22.3 Name of the tenant's authorised representative

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

22.4 Date

5 / 7 / 20 21 

PART 11 ATTACHMENTS

23 LIST OF ATTACHMENTS

ATTACHED?

23.1 Plan of premises (see item 1.2)

Yes

Not applicable

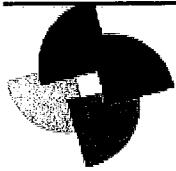
23.2 Head lease or Crown lease (see item 4.2)

Yes

Not applicable

23.3 Additional attachments

Small Business Commissioner information brochure



Information brochure

The Retail Leases Act 2003

This brochure constitutes the information brochure about retail leases published by the Victorian Small Business Commissioner for the purposes of section 15 of the *Retail Leases Act 2003*.

It must be provided to a tenant or prospective tenant as soon as negotiations on a lease are entered into, together with a copy of the proposed lease in writing.

The Retail Leases Act 2003

The *Retail Leases Act 2003* commenced on 1 May 2003 and is the main governing legislation for retail leasing in Victoria.

When leases under the *Retail Tenancies Act 1986* or the *Retail Tenancies Reform Act 1998* are renewed, they become subject to the *Retail Leases Act 2003*.

Coverage of the Act

The *Retail Leases Act 2003* does not apply to all premises or businesses. It applies to 'retail premises' as defined in the Act but excludes some premises and businesses.

Meaning of 'retail premises'

The *Retail Leases Act 2003* applies to a retail premises lease used wholly or predominantly for the sale or hire of goods by retail or the retail provision of services.

Exclusion from coverage of the Act

The *Retail Leases Act 2003* does not apply to:

- tenants in premises that are not used, or to be used, wholly or predominantly for the sale or hire of goods by retail or the retail provision of services
- retail tenants whose occupancy cost (the combined cost of rent and outgoings) exceeds \$1M per annum
- tenants that are listed corporations or subsidiaries of listed corporations
- leases for a term of less than one year (note the Act may apply to a tenant being in continuous possession for more than one year)
- premises or businesses as determined by the Minister.

Importance of your lease

A lease is an important document which impacts a business in a number of ways. It's also a legally binding document which holds the parties to its terms and conditions. Prospective tenants should ensure they understand all provisions of the lease they are about to enter, and should obtain advice from a solicitor experienced in leasing law before signing any documentation.

Entering into a lease

A lease is entered into or assigned when the tenant enters into possession of the premises with the consent of the landlord or starts paying rent or the lease or assignment is signed by all parties, whichever occurs first.

Disclosure – the importance of knowing the facts up-front

An important principle of the *Retail Leases Act 2003* is that the parties know what they are getting into before entering into the lease.

Before a lease is entered into or renewed, landlords must provide a disclosure statement to prospective tenants. A disclosure statement details important aspects of the lease, such as rent, outgoings and other obligations. Prospective tenants should ensure they carefully examine the details of the disclosure statement; its contents can have a significant impact on the lease and the viability of the business.

Where there is a new lease for retail premises, at least 7 days before the lease is entered into, the landlord must give the tenant:

- a disclosure statement, and
- the completed proposed lease.

Renewed leases

Where a tenant exercises an option to renew a lease, the landlord must give the tenant a disclosure statement 21 days before the end of the current lease.

Where a lease does not contain further option(s) but the parties agree to renew the lease, the landlord must give the tenant a disclosure statement within 14 days of entering into the agreement for renewal.

Why is it important for landlords to provide a disclosure statement?

Where the landlord fails to provide a disclosure statement the tenant may:

- withhold rent, and is not liable to pay rent until the disclosure statement is given, and
- terminate the lease.

A tenant may only exercise the right to withhold rent after giving the landlord written notice that they have not received the disclosure statement. This must be done no earlier than 7 days and no later than 90 days after the lease commenced. Tenants who have given such a notice may exercise the right to terminate the lease if they give the landlord written notice within 7 days after receiving the disclosure statement.

The tenant may also terminate the lease where a completed copy of the lease was not given to the tenant or the disclosure statement contains information that is misleading, false or materially incomplete.

Landlord's obligation to provide a copy of lease and information brochure

New leases:

A landlord or landlord's agent is required to provide the prospective tenant with a copy of the proposed lease and a copy of this information brochure as soon as lease negotiations are commenced. A failure to do so is an offence.

Copy of signed lease:

Within 28 days after the retail premises lease is signed by the tenant, the landlord must give the tenant a copy (which may be a photocopy) of the lease that has been signed by both the landlord and the tenant.

Leasing costs

Leases are important documents because they detail costs which will be incurred by tenants. Rent is only a component of the total costs, however landlords will pass on most other costs to tenants. These will be detailed in the disclosure statement and shown as outgoings.

Under the *Retail Leases Act 2003*, landlords cannot pass on their land tax liability to tenants or their legal costs associated with preparation of the lease. However, if the landlord incurs costs in connection with the assignment of the lease or sub-lease, then the tenant may be liable to pay for these expenses.

Before signing a lease

A lease deals with many matters. A prospective tenant should ensure that its main features are acceptable. These include:

- the term of the lease and options to renew
- rent and the basis of rental reviews
- the dates of exercise of any option(s) for further lease terms and associated rent increases
- outgoings or shared operating expenses
- obligations to repair/maintain
- permitted use
- assignment.

Resolving business disputes

Unconscionable conduct

Part 9 of the *Retail Leases Act 2003* deals with unconscionable conduct. Landlords and tenants under a retail premises lease or proposed retail premises lease must not, in connection with the lease, engage in conduct that is, in all the circumstances, unconscionable.

Certain conduct is not unconscionable

Conduct is not to be deemed unconscionable merely because a person failed to enter or renew a lease, or if the person instituted proceedings or referred a matter to some form of alternative dispute resolution, or if the person did not agree to the conduct of an independent valuation of current market rent.

Benefit of unconscionable conduct provisions

Unconscionable conduct provisions of the *Retail Leases Act 2003* protect tenants against grossly unfair conduct by landlords such as unwillingness to negotiate and use of unfair tactics.

One of the factors to be considered in whether a landlord has acted unconscionably is if a landlord has unreasonably used turnover information in rent negotiation. The Act also includes provisions relating to protection for tenants against relocation, demolition and damaged premises.

Appointment of Specialist Retail Valuers to Determine Rent Disputes

If a tenant exercises an option for a further term under the lease, the landlord and tenant may disagree on the rent for the renewed term. If the landlord and tenant fail to agree on the appointment of their own valuer to determine the rent, either party can request that the Small Business Commissioner appoint a Specialist Retail Valuer to determine the rent under the *Retail Leases Act 2003* (the landlord and tenant pay the costs of the valuation equally).

Checklist

Before entering into a new lease:

- landlord or agent must provide a copy of the lease and information brochure at negotiation stage
- lease must be in writing
- landlord must provide a copy of the disclosure statement to tenant at least 7 days prior to entering into a lease
- if disclosure statement not given, tenant can withhold rent, provided the tenant notifies landlord within 90 days
- if disclosure statement not given (or is misleading/false), the tenant can terminate the lease within 28 days (although the landlord can object)
- if tenant is later given disclosure statement, they can terminate within 7 days of receipt
- minimum 5-year term for lease (unless the tenant obtains a certificate from the Victorian Small Business Commissioner waiving their right to a 5-year initial term and gives the certificate to the landlord).

After entering into the lease:

- landlord must give tenant a copy of lease 28 days (or other period of time to which the parties have agreed) after it is entered into
- if the landlord and tenant cannot agree on maximum fit-out, it is to be determined by an independent Quantity Surveyor nominated by the Small Business Commissioner
- landlord can only charge outgoings where the tenant has been given an estimate of those outgoings before the lease is entered into (in the landlord's disclosure statement) and at least one month before each of the landlord's accounting periods during the term of the lease.
- rent can be based fully or partly on turnover, but the lease must specify how rent is to be determined. Rent reviews must be based on one of the methods detailed in the Act
- landlord must provide a disclosure statement where tenant exercises an option or lease is renewed
- landlord can only refuse an assignment of lease in limited circumstances
- tenant must follow procedure in the *Retail Leases Act 2003* for obtaining consent for assignment from landlord.

Ministerial Determinations

Since the introduction of the *Retail Leases Act 2003*, a number of premises and tenants have been excluded from the coverage of the Act through ministerial determinations.

The determinations are available at the Office of the Victorian Small Business Commissioner website www.vbsc.vic.gov.au

Office of the Victorian Small Business Commissioner

The Victorian Small Business Commissioner is dedicated to promoting a competitive and fair environment for retail tenants and landlords.

The Victorian Small Business Commissioner:

- assists in resolving disputes between landlords and tenants through mediation or other forms of alternative dispute resolution
- provides information and guidelines to tenants and landlords on retail leasing
- issues certificates for the purpose of waiving the 5-year initial term provisions for leases
- delivers education programs.

Dispute resolution

An important principle of dispute resolution under the *Retail Leases Act 2003* is that a retail tenancy dispute must first be referred to the Commissioner before it can proceed to the Victorian Civil and Administrative Tribunal (VCAT). An exception to this requirement is that disputes about rent alone or applications for injunctive relief do not need to be first referred to the Commissioner.

A *Referral of Retail Tenancy Dispute* form is on the website.

Further Information

Office of the Victorian Small Business Commissioner

Telephone 13VSBC (138 722)

Or visit website: www.vsbc.vic.gov.au

This brochure constitutes the important information brochure about retail leases published by the Victorian Small Business Commissioner for the purposes of section 15 of the *Retail Leases Act 2003*.

Important Disclaimer

This publication provides general advice only and is not a legal advice about the operation of the *Retail Leases Act 2003*.

Leasing law is complex, and it is vital that anyone proposing to enter into a lease or vary a lease or who is experiencing difficulties with other parties in relation to a lease, obtain professional advice from a solicitor experienced in leasing law. The Small Business Commissioner expressly disclaims all and any liability to any person in respect of anything and of consequence of anything done or omitted to be done by any person in reliance, whether whole or partial, upon the whole or any part of the contents of this brochure.

Office of the Victorian Small Business Commissioner: November 2012

Ref: 11/18198

Resolving business disputes

PLAN OF PREMISES

8 Bourke Street, Kyneton



Leased Premises



This document has been prepared by the Law Institute of Victoria for use by solicitors only and is not for sale to the public.
It has been prepared for the renewal of an existing Law Institute of Victoria form of Lease.
It may require to be added to or amended to ensure its suitability for a particular transaction.
For these reasons this document should only be used by a solicitor.

Warning: The Retail Leases Act 2003 may apply to this Renewal of Lease



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(2004)

RENEWAL OF LEASE OF REAL ESTATE

(WITH GUARANTEE & INDEMNITY)

(Commercial Property)

Premises: 8 BOURKE STREET, KYNETON VIC 3444

Since the **Tenant** has exercised the option for renewal of the **Original Lease**, the **Landlord** leases the **Premises** to the **Tenant** for the **Term** and at the **Rent** and on the conditions set out in this document

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

EXECUTED AS A DEED ON

DATE: 08-05-2024

EXECUTION & ATTESTATION:

LANDLORD

Signed, sealed and delivered by the said Mr Theodorus Nicolaas Hendriks

x. 

in the presence of:

Witness



Print name

MARLENE HUBBER

Print usual address

140 MOLLISON ST, KYNETON VIC 3444

TENANTS

Signed, sealed and delivered by the said Darren Robert Crozier

x. 

in the presence of:

Witness



Print name

LACHLAN SMITH

Print usual address

FINNING RD ELPHINSTONE

Signed, sealed and delivered by the said Michelle Margaret Crozier

x. 

in the presence of:

Witness



Print name

LACHLAN SMITH

Print usual address

FINNING RD ELPHINSTONE

1 DEFINITIONS AND INTERPRETATION

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

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

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

1.2 Unless otherwise specified, the words and phrases used in this document have the same meaning as in the **Original Lease**.

1.3 If the tenant named in the **Original Lease** is not the **Tenant**, then the **Premises**, by virtue of a previous transfer(s), were transferred to the **Tenant** for the residue of the term of the **Original Lease**.

1.4 The **Landlord** (even if not named as the landlord in the **Original Lease**) is now the person entitled to take possession of the **Premises** if the tenancy ends.

1.5 References to laws include regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the premises. **Illegal** means contrary to a law as defined in this sub-clause.

1.6 This document must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this document does not comply with any law, then the

provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the document.

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

2 TENANT'S OBLIGATIONS

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

3 GENERAL AGREEMENTS

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

4 GUARANTEE

The **Guarantor** now agrees that:

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

5 ADDITIONAL PROVISIONS

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

- 5.1 bind the parties; and
- 5.2 if inconsistent with any other provisions of this document, override them.

6 FURTHER RENEWAL

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

7 RETAIL PREMISES LEASE

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

8 GST (see note 2 below)

- 8.1 Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.
- 8.2 Amounts payable and consideration provided under or in respect of this lease are GST exclusive.
- 8.3 The recipient of a taxable supply made under or in respect of this lease must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this document.
- 8.4 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 8.3 on account of the **Landlord's** GST liability.
- 8.5 A party is not obliged, under clause 8.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

SCHEDULE

Item 1 [Clause 1.1]	Landlord	THEODORUS NICOLAAS HENDRIKS of 22 Barton Street, Kyneton, VIC 3444
Item 2 [Clause 1.1]	Tenant	DARREN ROBERT CROZIER & MICHELLE MARGARET CROZIER of 33 Perrys Lane, Barfold, Vic 3444
Item 3 [Clause 1.1]	Guarantor	Not applicable
Item 4 [Clause 1.1]	Original Lease	Dated: 15 July 2021
		Premises: 8 Bourke Street, Kyneton VIC 3444
Item 5 [Clause 1.1]	Term of the renewed lease	Three (3) years starting on 1 July 2024
Item 6 [Clause 1.1]	Rent	<p>(i) During the first year of the Term <u>SEVENTEEN THOUSAND NINE HUNDRED AND ONE DOLLARS</u> (\$17,901) per annum payable in equal fortnightly instalments of \$688.50 in advance;</p> <p>(ii) During each successive year respectively of the Term the Rent shall be increased by 2% per annum.</p>
Item 7 [Clause 6]	Number and duration of further term(s)	One further term of three (3) years
	Latest Date for Exercising Option	1 April 2027
Item 8 [Clause 3.1]	Variations	Nil
Item 9 [Clause 5]	Additional Provisions:-	Nil



Landlord's Disclosure Statement on Renewal of Lease

BY THE LANDLORD UNDER SECTION 26(1) OF THE *RETAIL LEASES ACT* 2003

Landlord:	THEODORUS NICOLAAS HENDRIKS of 22 Barton Street, Kyneton, VIC 3444
Tenant:	DARREN ROBERT CROZIER & MICHELLE MARGARET CROZIER of 33 Perrys Lane, Barfold, Vic 3444
Premises:	8 Bourke Street, Kyneton VIC 3444

Note

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

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

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

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

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

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

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

PART 1 KEY INFORMATION

1 RENEWAL OF LEASE

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

01	/	05	/	20	24
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2 ALTERATION WORKS

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

Yes [insert details of the proposed works]

No

3 OTHER MATTERS

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

Yes [insert details]

No

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

Yes [provide details]

No

4 OTHER MONETARY OBLIGATIONS AND CHARGES

3.1 Outline any other costs arising under the renewed lease not including costs that are referred to in the statement of outgoings under section 47 of the Act and are not referred to in the lease. [e.g. interest and legal costs]

1. Interest on overdue amounts pursuant to Item 14 of the Lease being 2% per annum more than the rate from time to time fixed by the *Penalty Interest Rates Act 1983 (Vic)*;
2. Any legal fees incurred by the Landlord as a result of the Lease Conditions, including but not limited to legal fees incurred in the event of a default by the Tenant and/or the Landlord's reasonable legal costs in relation Lease Condition 2.1.8; and
3. Increases in the Landlord's insurance premiums resulting from the Tenant's use of the premises.

PART 2 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE

5 ACKNOWLEDGEMENTS BY LANDLORD

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

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

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.

6 LANDLORD'S SIGNATURE

6.1

Theodorus Nicolaas Hendriks

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



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

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

6.4 Date

08 / 05 / 20 24

PART 3 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

7 ACKNOWLEDGEMENTS BY THE TENANT

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

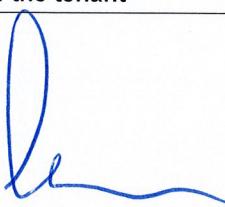
8 TENANT'S SIGNATURE

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

8.1 Name of tenant

Mr Darren Robert Crozier & Mrs Michelle Margaret Crozier

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



8.3 Name of the tenant's authorised representative

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

8.4 Date

8 / 5 / 2024

Attachments:

1. Schedule – Changes to Disclosure Statement dated 5 JULY 2021

SCHEDULE CHANGES TO DISCLOSURE STATEMENT DATED 5 JULY 2021

DISCLOSURE STATEMENT DATED:	5 JULY 2021
The changes to the most recent Disclosure Statement provided to the tenant are:	
1. Upon the exercise of the option for a further term of the lease to which this notice relates, the number of options for further terms of the lease is reduced by one. 2. the rent payable for the first 12 months of the renewed term of the lease is \$17,901 per annum. 3. Outgoings estimate for the period \$6,758.48 (inclusive of GST):	
Building management	
Insurance	\$ 2090
Government rates and charges	
Local government rates and taxes	\$ 3,668.48
Water, sewerage and drainage rates and charges	\$ 1,000.00
Fire services property levy	\$ Included in rates
Estimated tenant contribution to outgoings	\$ 6,758.48