

FORM 1

Estate Agents Act 1980

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE

Property Address: 401b Warrenheip Street, Buninyong 3357

Part 1 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*
(October 2014)

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

The terms of this contract are contained in the:

- particulars of sale; and
 - special conditions, if any; and
 - general conditions
- in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

COOLING-OFF PERIOD

Section 31, Sale of Land Act 1962

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

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

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

EXCEPTIONS

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; 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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

on / / 2015

Print name of person signing:
State nature of authority if applicable (eg. director, attorney under power of attorney):

Print name of person signing:
State nature of authority if applicable (eg. director, attorney under power of attorney):

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

SIGNED BY THE VENDOR

on / / 2015

Roger Keith Edmunds

Joni Marie Edmunds

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

NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

OFF-THE-PLAN SALES

Section 9AA(1A), Sale of Land Act 1962

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: Ray White Ballarat
Address: 37 Lydiard Street South, Ballarat VIC 3350
Email: trevor.booth@raywhite.com
Phone: 03 5333 4444 Mob: _____ Fax: 03 5333 4300 Ref: _____

VENDOR

Name: ROGER KEITH EDMUNDS and JONI MARIE EDMUNDS
Address: Suite 4 - 20 Altona Street, West Perth WA 6005
Email: rogerandjoni@gmail.com

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Baird & McGregor
Address: 9 Lydiard Street North, Ballarat 3350
DX: DX 35042 BALLARAT
Email: leah@bairdmcgregor.com.au
Phone: 03 5331 3100 Mob: _____ Fax: 03 5304 4350 Ref: LNМ:JB:42991

PURCHASER

Name: _____
Address: _____
Email: _____

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: _____
Address: _____
DX: _____
Email: _____
Phone: _____ Mob: _____ Fax: _____ Ref: _____

LAND (general conditions 3 and 9)

The land is:

described below:

Certificate of Title Reference	being lot	on plan
Volume 10758	Folio 960	1
		513884W

OR

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

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: 401b Warrenheip Street, Buninyong 3357

GOODS SOLD WITH THE LAND (general condition 2.3(f)) (list or attach schedule)

Fixed Floor Coverings in wet areas only, Light fittings, automatic door & motor, airconditioning

PAYMENT (general condition 11)

Price \$ _____
Deposit \$ _____ by / / (of which \$ _____ has been paid)
Balance \$ _____ payable at settlement

GST (general condition 13)

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

plus GST

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

going concern

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

SETTLEMENT (general condition 10)

is due on 18/12/2015 or earlier by agreement

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

LEASE (general condition 1.1)

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

subject to lease

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

see attached copy of the lease

TERMS CONTRACT (general condition 23)

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

LOAN (general condition 14)

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

Lender:

Loan Amount: \$ _____ Approval Date: ____ / ____ / ____

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words '**special conditions**' appears in this box:

special conditions

If the contract is subject to '**special conditions**' then particulars of the Special Conditions begin on the next page.

SPECIAL CONDITIONS

1. ACCEPTANCE OF TITLE

General condition 12.4 is added:

- 12.4 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.

2. ELECTRONIC CONVEYANCING

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC".

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract specifies, or parties subsequently agree in writing, that 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.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 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.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; 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.
- 2.7 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 special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 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 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
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

FORM 2
Estate Agents Act 1980

Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE – GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the *Estate Agents (Contracts) Regulations 2008*
(October 2014)

TITLE

- 1. Encumbrances**
 - 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
 - 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
 - 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2. Vendor warranties**
 - 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.
 - 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
 - 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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.
 - 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
 - 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
 - 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
 - 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.
- 3. Identity of the land**
 - 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
 - 3.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

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

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

8. **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.

9. **General law land**

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

MONEY

10. **Settlement**

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

11. **Payment**

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land 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.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do 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 the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

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

14. Loan

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

15. Adjustments

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

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

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by:

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

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

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

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or

- (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

*** Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines**

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An *agreed* Statement of Facts must be signed by all parties and referring solicitors and must include:
 - 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
 - 2.2 A copy of all relevant documents.
 - 2.3 The issues, based on the agreed facts, to be decided by the Committee.
3. Applications for disputes to be decided by the Committee shall include an agreement by the referring solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
4. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria.
5. An administration fee of \$100.00 for each referring solicitor must be paid to the Law Institute of Victoria when the application is lodged.
6. The Committee's decision will be based upon the material contained in the Statement of Facts only. In making its decision the Committee shall act as an expert panel and not as an arbitrator.
7. The Committee reserves the right:
 - (i) to call for further and better particulars in order to make a decision.
 - (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.
8. The Committee's written decision will be sent to the referring legal practitioners within seven days of the dispute being decided.

** The guidelines and forms required can be obtained from the Secretary of the Property & Environmental Law Section, Law Institute of Victoria. Tel: (03) 9607 9522.*

ROGER KEITH EDMUNDS

and

JONI MARIE EDMUNDS

to

CONTRACT OF SALE OF REAL ESTATE

Property:

401b Warrenheip Street, Buninyong 3357

Baird & McGregor
Solicitors
9 Lydiard Street North
BALLARAT VIC 3350
DX 35042 BALLARAT

Tel: 03 5331 3100
Fax: 03 5304 4350
Ref: LNM:JB:42991

**GENERAL RULES FOR THE CONDUCT OF
PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

**VENDOR'S STATEMENT PURSUANT TO 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.

VENDOR ROGER KEITH EDMUNDS and JONI MARIE EDMUNDS

PROPERTY 401b Warrenheip Street, Buninyong

1. FINANCIAL MATTERS

1.1 **Rates, Taxes, Charges or Other Similar Outgoings** affecting the land and any interest payable, are as follows:

- (a) Are contained in the attached certificates.
- (b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
 - (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
 - (ii) 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 **Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, are as follows:

Nil.

1.3 **Mortgages** (whether registered or unregistered) over the land, which will not be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:

Nil.

1.4 **Terms Contract** - where the purchaser is obliged to make 2 or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:

Not applicable.

2. INSURANCE

2.1 **Damage and Destruction** - if the contract does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or to the receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land are as follows:

Not applicable.

- 2.2 **Owner-Builder** - if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence, particulars of any required insurance under that Act applying to the residence are as follows:

Not applicable.

3. LAND USE

- 3.1 **Easements, Covenants or Other Similar Restrictions** affecting the land (whether registered or unregistered):

(a) Are as set out in the attached copies of title documents otherwise none known to the vendor.

(b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

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

- 3.2 **Designated Bushfire Prone Area** - the property is not in a bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

- 3.3 **Road Access** - there is access to the property by road.

- 3.4 **Planning Scheme** - information concerning the planning scheme is contained in the attached certificate.

4. NOTICES

- 4.1 **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 particulars are as follows:

Nil.

- 4.2 **Livestock Disease or Contamination by Agricultural Chemicals** - particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes are as follows:

Nil.

- 4.3 **Compulsory Acquisition** - particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

5. BUILDING PERMITS

Particulars of any building permits issued in the past 7 years under the *Building Act 1993* (required only where there is a residence on the land) are contained in the attached certificate.

6. OWNERS CORPORATION

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land is not affected by the GAIC. There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*), certificate or notice relating to the GAIC applicable to the land.

8. NON-CONNECTED SERVICES

The following services are not connected to the land:

Nil.

9. TITLE

Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a diagram location in the Register Search Statement that identifies the land and its location.

10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

11. DUE DILIGENCE CHECKLIST

The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available to any prospective purchasers from the time the land is offered for sale where that land 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's statement but has been attached as a matter of convenience.

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


Date of this Statement:

.....14 / 10 / 2015.....

Signatures of the vendor:



.....
Roger Keith Edmunds



.....
Joni Marie Edmunds

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

Date of this Acknowledgment:

Signature/s of the purchaser:

Name/s of the purchaser:

Register Search Statement - Volume 10758 Folio 960

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

VOLUME 10758 FOLIO 960

Security no : 124057260418T
Produced 07/10/2015 02:58 pm

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 513884W.
PARENT TITLE Volume 10174 Folio 921
Created by instrument PS513884W 22/10/2003

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

ROGER KEITH EDMUNDS of 3 LONGLEY STREET ALFREDTON VIC 3350

As to 1 of a total of 2 equal undivided shares

Sole Proprietor

JONI MARIE EDMUNDS of 3 LONGLEY STREET ALFREDTON VIC 3350
AG732447Y 03/09/2009

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH164771V 16/04/2010
BENDIGO AND ADELAIDE BANK LTD
TRANSFER OF MORTGAGE AJ810074D 23/07/2012

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 PS513884W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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


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

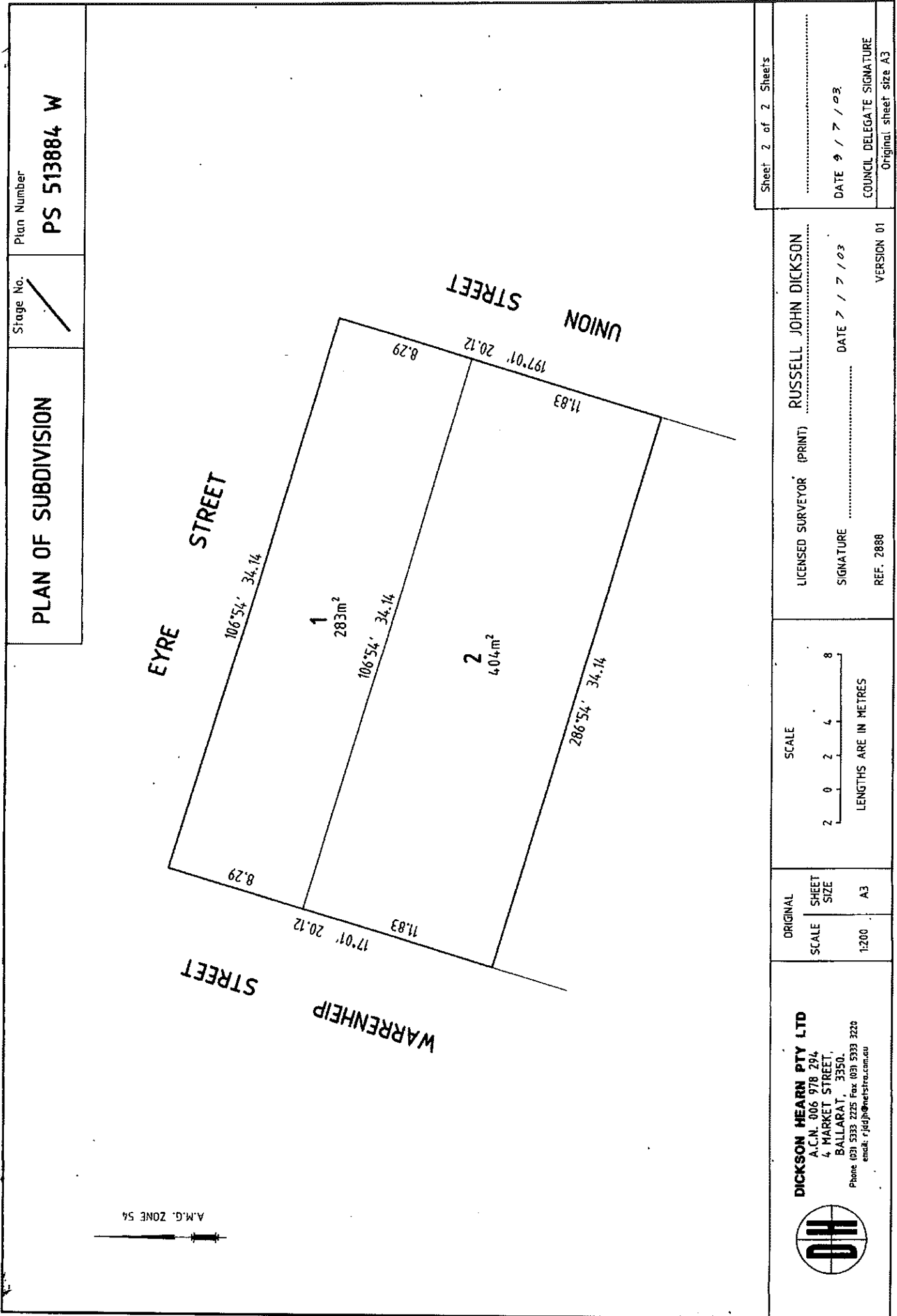
Street Address: 401B WARRENHEIP STREET BUNINYONG VIC 3357

DOCUMENT END

Delivered from the Landata © System by SAI Global Property Division Pty Ltd
Delivered at 07/10/2015, for Order Number 32038535. Your reference: LNM:JB:42991 Edmunds.

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PLAN OF SUBDIVISION		STAGE NO. 	LTO use only EDITION 1	Plan Number PS 513884 W
Location of Land Parish: BUNINYONG Township: BUNINYONG Section: 35 Crown Allotment: 2 (PART) Crown Portion: --- LTO Base Record: D.C.M.B. (RURAL) Title Reference: vol. 10174 fol. 921 Last Plan Reference: LOT 1 TP 2313 F Postal Address: 401 WARRENHEIP STREET, (at time of subdivision) BUNINYONG, 3357. AMG Co-ordinates E 754 400 ZONE: 54 (of approx. centre of N 5 829 120 land in plan)		Council Certificate and Endorsement Council Name: CITY OF BALLARAT Ref: PLP 2002894 PSD 200 21 89 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. Open Space (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council Seal Date 9 / 7 / 03 Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /		
Vesting of Roads and / or Reserves				
Identifier	Council/Body/Person			
Nil	NR			
Notations				
Staging	This is/is not a staged subdivision Planning Permit No.			
Depth Limitation	Does not Apply			
Survey This plan is/is not based on survey. This survey has been connected to permanent marks nos). --- in Proclaimed Survey Area No. ---				
Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
LTO use only				Statement of Compliance/ Exemption Statement
Received ✓				Date 20 / 10 / 2003
LTO use only				PLAN REGISTERED
Time 2:17 pm.				Date 22 / 10 / 03
<i>R. Burt</i>				Assistant Registrar of Titles
Sheet 1 of 2 Sheets				
 DICKSON HEARN PTY LTD A.C.N. 006 978 294 4 MARKET STREET, BALLARAT, 3350. Phone (03) 5333 2225 Fax (03) 5333 3220 email: rjddjh@netstra.com.au		LICENSED SURVEYOR (PRINT) RUSSELL JOHN DICKSON SIGNATURE DATE 7 / 7 / 03 REF. 2888		DATE 9 / 7 / 03 COUNCIL DELEGATE SIGNATURE Original sheet size A3
		VERSION 01		



Property Report from www.land.vic.gov.au on 12 October 2015 03:30 PM

Address: 401B WARRENHEIP STREET BUNINYONG 3357

Lot and Plan Number: Lot 1 PS513884

Standard Parcel Identifier (SPI): 1\PS513884

Local Government (Council): BALLARAT **Council Property Number:** 2042534

Directory Reference: VicRoads 578 H4

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

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

State Electorates

Legislative Council: WESTERN VICTORIA

Legislative Assembly: BUNINYONG

Utilities

Regional Urban Water Business: Central Highlands Water

Rural Water Business: Southern Rural Water

Melbourne Water: outside drainage boundary

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

Planning Zone Summary

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

Planning Overlay: [HERITAGE OVERLAY \(HO\)](#)
[HERITAGE OVERLAY SCHEDULE \(HO181\)](#)

Areas of Aboriginal Cultural Heritage Sensitivity:

This property is within, or affected by, one or more areas of cultural heritage sensitivity

Planning information continued on next page

Planning scheme data last updated on 8 October 2015.

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, local, particular and general provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to [Titles and Property Certificates](#)

The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

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

Areas of Aboriginal Cultural Heritage Sensitivity

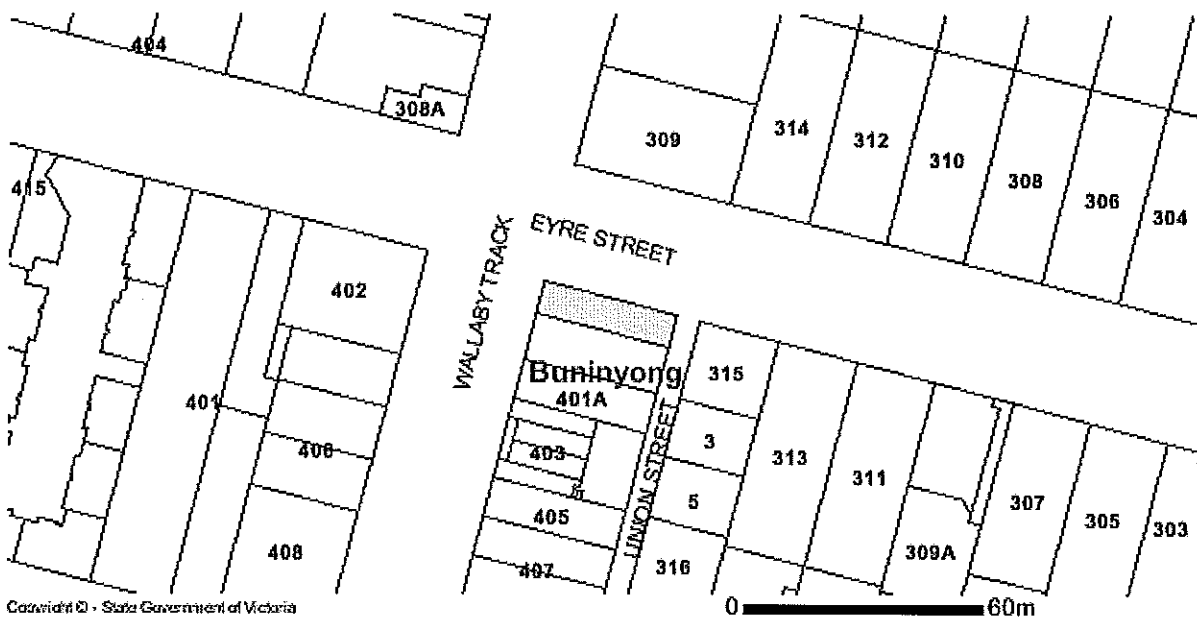
The data provides indicative information about the location and extent of areas of Aboriginal cultural heritage sensitivity and is provided to assist with the decisions about the potential need to prepare a Cultural Heritage Management Plan in relation to proposed activities on this property.

For further information about whether a Cultural Heritage Management Plan is required go to [Aboriginal Heritage Planning Tool](#)

To find out if your property has any recorded Aboriginal cultural heritage places, such as scarred trees, occupation sites or places of burial, you can request information from the Victorian Aboriginal Heritage Register.

Find out more about the [Victorian Aboriginal Heritage Register](#)

Area Map



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OCCUPANCY PERMIT

FORM 6
Building Act 1993
Building Regulations 2006
Reg 1005



Master
Builders

ASSOCIATION

MBA BUILDING SERVICES P/L

ABN: 12 103 020 302
74A Main Road
Ballarat, VIC 3350
Tel: 03 5333 2407
Fax: 03 5332 4788
www.mbau.com.au

PERMIT NO: BS-U 1273 20100378
MBA FILE NO: 20100093

Property Details Bendigo Bank
Lot 1, 405 Warrenheip Street, BUNINYONG 3357

Lot 1	LP/PS 513884W	Vol. 10758	Fol. 960
CA	Sect.	Parish	County

Municipal District Ballarat City Council

BUILDING DETAILS:

Part of Building	Permitted Use	BCA Class	Max floor live load (kPa)	Max no of persons accommodated
Office building	Offices	5	3.0	30
Attached verandah	Verandah	10a	-	-

Alternative Solutions - Not Applicable

Building Appeals Board determinations - Not Applicable

Reporting Authorities - Not Applicable

CONDITIONS:

Occupation is subject to the following conditions

Essential Safety Measures

Essential Safety Measures must be maintained in accordance with the maintenance requirements set out in the following table:

ESSENTIAL SAFETY MEASURE	BCA PROVISIONS FOR DETERMINING STANDARD OF PERFORMANCE	NATURE AND FREQUENCY OF TEST OR INSPECTION <small>NOTE 1</small>
BUILDING FIRE INTEGRITY		
Building elements required to satisfy prescribed fire resistance levels	Section C, D1.12	Annual inspection for damage, deterioration, or unauthorised alteration.
Materials and assemblies required to satisfy prescribed fire hazard properties	C1.10	Annual inspection for damage, deterioration, or unauthorised alteration.
Elements required to be noncombustible, provide fire protection, compartmentation or separation	C2.5 to C2.14, C3.3, C3.11, D1.7 - D1.8, E1.3, G3.4	Annual inspection for damage, deterioration, or unauthorised alteration
MEANS OF EGRESS		
Paths of travel to exits	D1.6	Inspection Every 3 months to ensure there are no obstructions and no alterations.
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	D1.7, D1.9 to D1.11, D2.12, G4.3, G4.6, G4.7	Inspection every 3 months to ensure there are no obstructions and no alterations.

Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)	D2.2 to D2.3, D2.8 to D2.11 inc., D2.13, D2.16 to D2.17	Inspection Every 3 months to ensure there are no obstructions and no alterations
Doors (other than fire or smoke doors) in a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms.	D1.6, D2.19 to D2.21, D2.23	Inspection every 3 months to ensure doors are intact, operational and fitted with conforming hardware
SIGNS		
Exit signs (including direction signs)	D1.12, E4.5, E4.6, E4.8	Every 6 months to AS 2293.2 - 1995
FIRE FIGHTING SERVICES AND EQUIPMENT		
Portable fire extinguishers	E1.6	Every 6 months to AS 1851 - 2005 Section 15.4
MECHANICAL VENTILATION		
Air conditioning systems	AS 1668.2 - 1991 BCA E2.2	Every 6 months to AS 1851 - 2005, AS 3666-1995

NOTE 1: Only shortest time period has been mentioned. More rigorous testing & inspections may be required at greater intervals of time. Refer to the relevant Australian Standard for further details.

Other conditions

Emergency procedures, evacuation plans and fire orders are to be created.

DISPLAY OF OCCUPANCY PERMIT AND ESSENTIAL SERVICE REPORT:

The approved location for display of this permit for the purposes of regulation 1007 is the Main Office.

SUITABILITY FOR OCCUPATION:

The building or part of a building to which this permit applies is suitable for occupation.

DATE OF INSPECTION: 24 June 2010

Building Surveyor: Wayne Cooper

Registration no: BS-U 1273

Signature:



Date of issue: 23/02/2010

Copy to

Council Ballarat City Council
PO Box 655
BALLARAT VIC 3353

Owner Roger & Joni Edmunds
3 Longley Street
ALFREDTON VIC 3350

Agent Christopher Williams
Chris Williams Bulder
119a Fiske Road
MOUNT HELEN VIC 3350

MBA Job Number:- 20100093



**Master
Builders**

ASSOCIATION

MBA BUILDING SERVICES P/L

ABN: 12 103 020 382
74A Main Road
Ballarat, VIC 3350
Tel: 03 5333 2407
Fax: 03 5332 4788
www.mbav.com.au

23 February 2010

Christopher Williams
Chris Williams Builder
119a Fiskin Road
MOUNT HELEN VIC 3350

Dear Chris,

RE: Lot 1 No. 405 Warrenheip Street, BUNINYONG 3357

I am pleased to advise that your building permit application has been approved. Accordingly please find enclosed your copy of the building permit and stamped plans and documents.

Please review the building permit and stamped drawings for any notations and/or conditions. Also ensure that the required building permit information is displayed on-site - refer Site Sign notation on the permit for details.

It is also reminded that the builder should enquire with Council whether the project requires any additional approvals/permits to be obtained (eg. Road access, hoarding, asset protection, crossing deposits, service connections, health approval etc.)

You are reminded of the following requirements that apply to all projects

- A copy of the building permit and stamped approved drawings must be available on site at the time of inspection.
- Floor/roof truss details and computations and/or wall frame cutting reports must be provided to this office for approval prior to calling for a frame inspection.
- 24 hours notice is required when booking Inspections. (See permit for inspection requirements)

Where an Occupancy Permit is required an application for an occupancy permit must be submitted. This form can be obtained from one of our offices or from our website www.mbav.com.au. Click on **services** then **Building Permit Services**.

Should you have any questions please contact this office for assistance.

Yours sincerely

Wayne Cooper
MBA Building Services Pty Ltd

Copy of permit to owner
For info only, no action required

Roger & Joni Edmunds
3 Longley Street
ALFREDTON VIC 3350

BUILDING PERMIT

FORM 2
Building Act 1993
Building Regulations 2006
Reg 313



**Master
Builders**

ASSOCIATION

PERMIT NO: BS-U 1273 20100378/0
MBA FILE NO: 20100093

MBA BUILDING SERVICES P/L

**Issued to
Agent**

Christopher Williams
Chris Williams Builder
119a Fiskin Road
MOUNT HELEN VIC 3350

Ph: 0428 518 471

ABN: 12 103 020 382
74A Main Road
Ballarat, VIC 3350
Tel: 03 5333 2407
Fax: 03 5332 4788
www.mbav.com.au

Ownership Details

Roger & Joni Edmunds
3 Longley Street
ALFREDTON VIC 3350

Property Details

Lot 1 405 Warrenheip Street BUNINYONG 3357

Lot 1	LP/PS 513884W	Vol. 10758	Fol. 960
CA	Sect.	Parish	County

Municipal District

Ballarat City Council

Allotment area 283 m²

Builder

Christopher Williams
Chris Williams Builder
119a Fiskin Road
MOUNT HELEN VIC 3350

Details of Practitioners & Architects:

(a) to be engaged in the building work

Name	Class	Registration No
Christopher Williams	Builder	CB-L 21880

(b) who were engaged to prepare documents forming part of the application for this permit

Name	Class	Registration no
James Watson	Draftsperson	DP-AD 28346
Colin McClelland	Civil Engineer	EC 1794

Details of domestic building work insurance - Not applicable

Details of Relevant Planning Permit

Permit No: PLP/2007/989/A Issue Date: 23/09/2008

Description of Building Work Construction of office building & attached verandah

Extent of Building Work As shown on the approved plans

Number of storeys 1 **Area of new building work** 221 m²

Estimated total work value \$272,000 **Estimated value for this stage** \$272,000

Building Classification:

Part of Building	BCA Class
Office building	5
Attached verandah	10a

PO Box 655 Ballarat
Victoria Australia 3353
T: 03 5320 5500
F: 03 5333 4061
E: ballcity@ballarat.vic.gov.au
W: www.ballarat.vic.gov.au



CITY OF
BALLARAT

Date: 23 September 2008
Our Ref: PLP/2007/989/A
Your Ref:
Enquiries: 03 5320 5885

The Dreaming Body Myofascial Release
506 Somerville Street
BUNINYONG VIC 3357

Dear Sir/Madam

**Re: PLANNING PERMIT APPLICATION NO. PLP/2007/989/A
USE AND DEVELOPMENT OF AN OFFICE, BUSINESS IDENTIFICATION
SIGNAGE, CROSSOVER AND WAIVER OF CARPARKING REQUIREMENTS
401B WARRENHEIP STREET, BUNINYONG VIC 3357
LOT 1 PLAN OF SUBDIVISION 513884**

I am pleased to advise that the amendment to the above Planning Permit application was recently approved by the Statutory Planning Unit under delegated authority. The attached permit is issued subject to conditions.

Please take the opportunity to read the conditions of the Permit.

Any conditions relating to drainage, road, or parking area construction or vehicle access or other engineering matters may be discussed with our Engineering Development Team Leader, Phillip Kennedy on 03 5320 5889.

This approval does not constitute a Building Permit. If the proposal involves the construction or alteration of a building you should contact a qualified Building Surveyor to determine if a separate permit is necessary. Council's Building Unit can be contacted on 03 5320 5650.

If the proposal involves the provision of septic tanks, the preparation of food in a commercial capacity or requires registration under the Food or Health Acts, approval of Council's Environmental Health Unit will be required. The Environmental Health Unit may be contacted on 03 5320 5647.

Should you have any further questions in relation to this matter please contact Mary Vanselow on Ph: 03 5320 5885.

Yours faithfully

M Vanselow
Mary Vanselow
Statutory Planner

Enc.



PLANNING PERMIT

Permit No PLP/2007/989/A
Planning Scheme Ballarat (Gazetted
26/11/98)
Responsible Authority Ballarat City Council

ADDRESS OF THE LAND:

Lot 1 Plan of Subdivision 513884, 401B Warrenheip Street, BUNINYONG VIC 3357

THE PERMIT ALLOWS:

Use and Development of an Office, Business Identification Signage, Crossover and Waiver of Carparking Requirements.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT

1. Amended Plans Required

Before the use and/or development starts, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:

- a) The deletion of the steel entrance structure on the western elevation.
- b) Redesign of the western and northern elevations to include a parapet wall or similar and a veranda/canopy structure extending the entire length of the western elevation and wrapping-around to Eyre St.
- c) Increase in the roof eave to a minimum of 450mm.
- d) Window design to better respond to Victorian architectural style.
- e) Deletion of any front fences/brick wall.
- f) An unobtrusive location and design of a rubbish collection/storage area.
- g) Materials and colour schedule for the development.
- h) Further detail of the proposed landscaping areas, including a planting schedule of all proposed shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant.

Unless otherwise approved in writing by the Responsible Authority, all buildings and works are to be constructed and or undertaken in accordance with the endorsed plans to the satisfaction of the Responsible Authority prior to the commencement of the use.

2. **Completion and Maintenance of Landscaping Works**

Before the use of the site commences all landscape works forming part of the endorsed plans must be completed and maintained to the satisfaction of the responsible authority for a minimum period of 12 months. At the written request of the owner, the responsible authority may defer the implementation of the landscaping works due to water restrictions.

3. **Plant/equipment or Features on Roof**

No plant, equipment, services or architectural features other than those shown on the endorsed plans are permitted to be visible above the roof level of the building or façade.

4. **Signs Requiring Further Approval**

Unless no permit is required under the Planning Scheme, other signs must not be constructed or displayed without a further permit.

5. **Vehicle Access - Concrete Layback & Apron (Use)**

Vehicle access to the proposed development shall be constructed at approved locations in accordance with plans, designs and specifications approved by the Responsible Authority.

The works shall include the construction of a concrete layback and apron and the removal of all redundant access points, reinstating the area to match adjacent materials and profiles.

All works shall be completed to the satisfaction of the Responsible Authority prior to the use hereby approved commencing.

Note: The construction or altering of a vehicle crossing, footpath and/or any other works or alterations within a road reserve or any other Council asset may require either a Crossover Permit (which includes a driveway and new crossover), a Road Opening Permit (ie. opening up a road for installation of infrastructure), Temporary Crossing Permit (ie. providing for temporary site access) or other approval to be obtained from the City of Ballarat. This Planning Permit does not constitute such approval. Failure to obtain an appropriate permit or damaging Council infrastructure, including footpaths, kerbs, drains, street trees, nature strips etc or failing to remove redundant crossings and reinstate the kerb, drain, footpath, nature strip or other part of the road is a breach of the Ballarat City Council Community Local Laws (10 Penalty Units). For further information, please contact Council's Asset Protection Officer in relation to Road Opening or Temporary Crossing permits and Council's Infrastructure Planning & Development Unit via Council's Customer Service Officers and the Arborist relating to Street trees.

6. **On-site Stormwater Detention (Use)**

All underground or surface drainage works that are considered necessary by the Responsible Authority shall be constructed in accordance with plans, computations and specifications submitted to and approved by the Responsible Authority prior to the commencement of construction of drainage works.

Such drainage works shall include the provision of an on-site stormwater detention system designed in accordance with the City of Ballarat's 'Site Stormwater Management Systems Policy' and installed to transport stormwater run-off from the subject land and surrounding land or adjoining road(s) to an approved point of discharge.

No stormwater shall drain or discharge from the land adjoining properties without the prior approval of the Responsible Authority.

On completion of the construction of the stormwater detention system, as constructed drawings shall be submitted to the Responsible Authority. The plans shall be certified by a suitably qualified and experienced engineer eligible for Corporate Membership of the Institution of Engineers, that the completed works are in accordance with the approved plans, design levels and specification.

All works shall be completed to a standard satisfactory to the Responsible Authority prior to the use hereby approved commencing.

7. Sediment on Roadways

No material shall be permitted to be deposited or remain deposited on any road external to the site by any means including construction vehicles or associated plant entering or leaving the land subject to this permit. Any material deposited on the road shall be removed by mechanical or manual means to the satisfaction of the Responsible Authority.

Note 1: Depositing such material on Council's Roads is an offence under the Environment Protection (Resource Efficiency) Act 1970 and penalties may apply.

Note 2: Any costs associated with a clean up of road surfaces borne by Council must be met by the operator of the permit.

8. Internal Access Ways and Carparking

Before the use starts, the areas set aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:

- (a) constructed
- (b) properly formed to such levels that they can be used in accordance with the plans
- (c) surfaced with an all-weather wearing course or crushed rock
- (d) drained
- (e) line-marked to indicate each car space and all access lanes
- (f) clearly marked to show the direction of traffic along access lanes and driveways

to the satisfaction of the responsible authority.

Car spaces, access lanes must be maintained and kept available for these purposes at all times.

All works shall be completed in accordance with plans and specifications prepared to the satisfaction of the Responsible Authority and submitted to and approved by the Responsible Authority before the use/ occupation of the development starts.

9. Naturestrips (Use)

The naturestrip fronting the development shall be constructed in accordance with levels and specifications submitted to and approved by the Responsible Authority.

The works shall include -

1. The reshaping of the naturestrip.

2. Topdressing the area with a 75 millimetre rolled depth of good quality loamy topsoil free of any weed or seed.
3. Seeding the area with an appropriate seed mix.

All works shall be completed to the satisfaction of the Responsible Authority prior to the use hereby approved commencing.

10. Time for Starting and Completion

This permit will expire if one of the following circumstances applies:

- The development and use are not started within two years of the date of this permit
- The development is not completed within four years of the date of this permit

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within three months afterwards.

NOTES

Building Approvals

The buildings & works hereby permitted shall accord with the requirements of the Building Act 1993, Building Regulations 2006, Building Code of Australia 2007 and all other relevant acts, regulations & codes.

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of amendment	Brief Description of Amendment
23 September 2008	<ul style="list-style-type: none"> • Use and development of an office, business identification signage, crossover and waiver of carparking requirements.

Central Highlands Region Water Corporation

ABN/REGD 75 234 143 348



7 Leamonth Road
Wendouree Victoria 3355
PO Box 152 Ballarat
Victoria 3353 Australia
Telephone (03) 5320 3100
Facsimile (03) 5320 3299
DX 35024 Ballarat AU5D0C

Baird and McGregor via SAI Global Property

Your Ref: 32162519:53765523
Statement No: 145961
Property No: 14-2664-0250
Account No: 14-2664-0250-01
Date: 14-Oct-2015

Information Statement

Water Act 1989, Section 158

Statement of encumbrances, works required, outstanding matters, tariffs and other charges including outstanding amounts and other information which the Corporation considers relevant for the property known as:

401B Warrenheip St, Buninyong VIC 3357

Title(s):

Lot 1, Plan of Subdivision 513884W, Volume 10758, Folio 960, Parish of Buninyong

Owner(s):

Edmunds, Roger Keith

Account Calculation:

Fees and Charges (including interest)	\$0.00
Scheme Arrears	\$0.00

Total amount in arrears as at 14-Oct-2015:	<hr/> \$0.00
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Access Fees: 14-Oct-2015 (from page 2)	\$101.22
--	----------

Total Amount (not including volume charges):	<hr/> <hr/> \$101.22
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Note: To calculate charges to settlement date, calculations should be based on daily access fees and volumetric charges from the period of the last account until settlement date. A special meter reading certificate may be applied for to ascertain volume charges for the period from the last meter read to settlement date.

Central Highlands Region Water Corporation

7 Learmonth Road
Wendouree Victoria 3355
PO Box 152 Ballarat Victoria 3353

Property No: 14-2664-0250
Property Address: 401B Warrenheip St, Buninyong VIC 3357

Information Statement Remittance Page

<u>AccountNo</u>	<u>Description</u>	<u>Amount</u>	<u>Barcode</u>
14-2664-0250-01	Water Account	\$101.22	
Total		\$101.22	

*** Please return this page with your payment ***



7 Learmonth Road
Wendouree Victoria 3355

PO Box 152 Ballarat
Victoria 3353 Australia
www.chw.net.au

24 Hour Emergency Service
General Enquiries 8:15am - 5:00pm
Facsimile

1800 061 514
1800 061 514
(03) 5320 3299

ABN 75 224 340 348

TAX INVOICE

Account Number

14-2664-0250-01-7

Property Address: 401B Warrenhelp St, Buninyong VIC 3357

Issued on 16 Jan 2015

Next Scheduled Reading: 11 May 2015

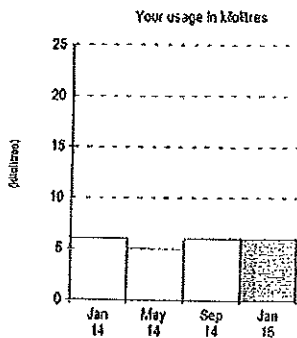
Amount Due

\$195.15

Buninyong District Financial Services
PO Box 729
BUNINYONG VIC 3367

Pay By

13 February 2015



Balance Brought Forward

Opening Balance	\$206.92
Total Payments Received to 16 Jan 2015	\$206.92 CR
Balance Overdue	\$0.00

Current Charges

Water Volume Charge	\$10.65
Water Access Fee	\$64.92
Wastewater Access Fee	\$119.58
Total	\$195.15

Total Amount Due

\$195.15

Total includes GST of

\$0.00

Average Daily Use		Average Daily Cost
Last year	Current period	Current period
0.050 kL/day	0.050 kL/day	\$1.61/day

Please Note: Penalty Interest of 7.60% per annum may apply to overdue balances.

MOVED HOUSE OR SOLD/PURCHASED A PROPERTY RECENTLY? Please ensure you are using the correct account number when making payments via BPay, Net bank, Easy Plan or Centrepay. The account number is located on the top right hand corner of this account.

Central Highlands Water may contact you via SMS prior to the due date and/or a reminder for overdue accounts.

HOW TO PAY - See over for details

- Direct Debit
- Payment by BPay
- Payment by Australia Post
- Payment by Centrelink
- Payment by Credit Card
- Payment by Mail
- Payment in Person
- Payment by EasyPlan Instalments

Account Number

14-2664-0250-01-7

Amount Due

\$195.15

Please Insert amount being paid

Buninyong District Financial Services 401B Warrenhelp St, Buninyong VIC 3357



T:23 - 03072014

*336 1426640250017

Your Account Details

WATER VOLUME

Service Number	Meter Number	Previous Date	Previous Reading	Current Date	Current Reading	Consumption (Kilolitres)	Amount
MS60201	B421252	09/09/14	93	08/01/15	99	6,000 @ \$1.7748/kL	\$10.65

WATER ACCESS FEE

Service No.	Date From	Date To	Days	Rate	Amount
MS60201	09/09/14	07/01/15	121	@ \$0.5365 per day	\$64.92

WASTEWATER ACCESS FEE

Service No.	Date From	Date To	Days	Rate	Amount
MS60201	09/09/14	07/01/15	121	@ \$0.9883 per day	\$119.58

CONCESSIONS

Pension/Concession rebates are available to eligible customers. If you think you may be eligible, please call us with your details. In doing so, you will be authorising us to confirm your eligibility with Centrelink or Department of Veteran Affairs. This consent will be ongoing and can be revoked by contacting us.

WATER AND SEWER REBATE SCHEME

The Victorian Government offers a rebate on fixed water and wastewater access charges for eligible not for profit organisations. Further details about eligibility may be obtained by contacting our office.

PAYMENT DIFFICULTIES

If you are experiencing difficulties making payments please call us to discuss payment arrangements.

CHANGE OF OWNERSHIP/ADDRESS

Notification of change must be forwarded to Central Highlands Water in writing within 21 days.

ACCESS TO WATER METERS

Your co-operation is sought to ensure that fences, locked gates, dogs or other obstructions do not prevent our meter reader from gaining access to the meter.

RESIDENTIAL TENANTED PROPERTIES

Residential tenants living in separately metered properties are liable for water volume charges. Tenants must notify Central Highlands Water at least 48 hours prior to moving in or out of a property so that a meter reading can be taken.

SERVICE ASSISTANCE

Central Highlands Water is pleased to help you in any matter regarding our service, if you have any concerns please contact us to discuss. In the unlikely event that we have not resolved your matter in the first instance, you may choose to call our Complaints Resolution Officer. If you still believe we are unable to resolve the issue, the Energy and Water Ombudsman (Victoria) Limited is also available to assist on freecall 1800 500 509 or at www.ewov.com.au

EMERGENCY SERVICE

For 24 hour water or wastewater emergency service, please call our freecall number, 1800 081 514.

INTERPRETER SERVICE

Telephone 131 450.

THERE ARE 8 EASY WAYS TO PAY YOUR ACCOUNT



Contact your participating Bank, Credit Union or Building Society to make this payment from your cheque, savings or credit card account. Please quote Biller Code and account number when paying your account.

Biller Code: 1677
Ref: 1426 6402 5001 7



Pay in person at any Post Office, by calling 13 18 18, or go to postbillpay.com.au to pay now



Use Centrepay to arrange regular deductions from your Centrelink payment. Please call Central Highlands Water office to organise a Centrepay deduction.



Pay in person at any Central Highlands Water office or any Post Office or go to our website at www.chw.net.au.



Mail - Pay by cheque. Detach bottom portion of account and make cheques payable to Central Highlands Water



Direct Debit - Call Central Highlands Water for an application form or download from www.chw.net.au



Credit Card - Pay by phone 1800 656 292 or go to www.chw.net.au



EasyPlan puts you in control of your family or business budget. Call Central Highlands Water and we will be delighted to show you how.

LAND INFORMATION CERTIFICATE

In accordance with Section 229 of The Local Government Act 1989

Applicant: SAI Global Property Division Pty Ltd
Accounts Payable - Level 9
PO Box 5420
SYDNEY NSW 2001

Date: 13-Oct-2015
Certificate No: 8615
eServices Certificate Ref: 32162519:53765521:3143
8

This certificate provides information regarding Valuation, Rates, Charges, and other monies owing and any orders or notices made under The Local Government Act 1958, The Local Government Act 1989 or under a local law of the City of Ballarat and specified flood level by the City of Ballarat (if any).

This certificate is not required to include information regarding Planning, Building, Health, Land Fill, Land Slip, other Flooding information or Service Easements. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.

Rate Assessment Number: 442889/2
Property Address: 401B Warrenheip Street, BUNINYONG VIC 3357
Property Description: Lot 1 PS513884
Area: 283M2

Statement of rates and charges for YEAR ENDING 30/06/2016 and payable in full by 15/02/2016 (except where paying by instalments):

RATES & CHARGES	(\$)	AMOUNT/BALANCE (\$)
Arrears		0.00
Current Levied		
<i>General Rates</i>	3,340.98	
<i>Fire Services Levy</i>	517.40	
<i>Other Rates or Charges</i>	0.00	
Current Total:	3,858.38	3,858.38
Interest (Interest will accrue on any overdue rates & charges)		0.00
Legal Fees		0.00
Other Monies		0.00
Sundry Monies		0.00
Less Pension Rebate		0.00
Less Payments Received		-964.73
Overpayments		0.00
TOTAL OUTSTANDING		2,893.65

NOTE:

PROPERTY VALUATIONS

Description	Valuation	Level of Value Date	Operational Date
Net Annual	\$23,200	01/01/2014	01/07/2014
Site	\$113,500	01/01/2014	01/07/2014
Capital Improved	\$310,500	01/01/2014	01/07/2014

Verbal confirmation or variations will only be given for a period of 90 days from the date of issue, however Council will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 90 days.

OTHER INFORMATION

Notices or orders on the land served by Council under Local Government Act 1958, Local Government Act 1989, or under a local law of the Council, which have a continuing application at the date of the Certificate, details being (if any): *Nil*

There are no monies owed for works under the Local Government Act 1958.

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

There is no potential liability for the land to become rateable under Section 173 or 174A of the Local Government Act 1989.

There are no outstanding amounts required to be paid, and/or transfers 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 monies owed under Section 227 of the Local Government Act 1989.

The following supersedes all previous flood information issued in respect to this property and relates only to the specified flood level under:

1. Local Government Act 1989, Section 229,
2. Local Government (General) Regulations 2004, Part 6, Section 13(2)(d)(ii).

Flood information is updated from time to time, which may result in changes to flood levels and/or areas regarded as liable to flooding.

A specified flood level has not been determined. Council strongly recommends that further flood advice be sought from the relevant Catchment Management Authority with regards to the location and floor level of any building works on this site.

GENERAL NOTES

I hereby certify that as at the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the City of Ballarat together with any Notices pursuant to The Local Government Act 1989, Local Laws or any other legislation.

Robyn Gigg

Authorised Officer

VALUATION AND RATE NOTICE

For period 1 July 2014 to 30 June 2015

Buninyong & District Financial Services Limited
PO Box 729
BUNINYONG VIC 3357

Assessment No: 4428892

Full Payment
\$3,706.20 by 15/02/2015

or

First Instalment
\$926.55 by 30/09/2014

033

RATE ENQUIRIES 1300 137 370

Description and Location of Property:

401B Warrenheip Street, BUNINYONG VIC 3357
Lot 1 PS513884

Date Issued: 04/08/2014

F SPL Category: Commercial
Date Declared: 09/07/2014

Area: 283 sqm
Ward: South

Site Value: \$113,500
Capital Improved Value: \$310,500
Net Annual Value: \$23,200
Level of Value Date: 01/01/2014
Operative Date: 01/07/2014

Rating Details:

Commercial Rate

0.010396 X \$310,500 CIV

\$3,227.96

\$3,227.96

Fire Services Property Levy - Commercial

\$205 + (0.000880 X \$310,500 CIV)

\$478.24

TOTAL DUE: \$3,706.20

Instalment 1 due by 30/09/2014 \$926.55
Instalment 2 due by 30/11/2014 \$926.55

Instalment 3 due by 28/02/2015 \$926.55
Instalment 4 due by 31/05/2015 \$926.55

Note: Transactions after 24/07/2014 are not included on this notice

IMPORTANT INFORMATION IS CONTAINED ON THE BACK OF THIS NOTICE



Ratepayer: Buninyong & District Financial Services Limited
Property Location: 401B Warrenheip Street
BUNINYONG VIC 3357

Assessment No: 4428892

Full Payment
\$3,706.20 by 15/02/2015
or

First Instalment
\$926.55 by 30/09/2014

Refer to back of notice
for Payment Options



Billcode: 1420
Ref: 4 428 892



Billpay Code: 0314
Ref: 442 8892

Pay in person at any Post Office,
by phone 13 18 16, or go to
postbillpay.com.au to pay now.



PAYMENT IN FULL *314 4428892 \$3,706.20



FIRST INSTALMENT *314 4428892 \$926.55



CERTIFICATE No: 32162519 DATE: 14/10/2015

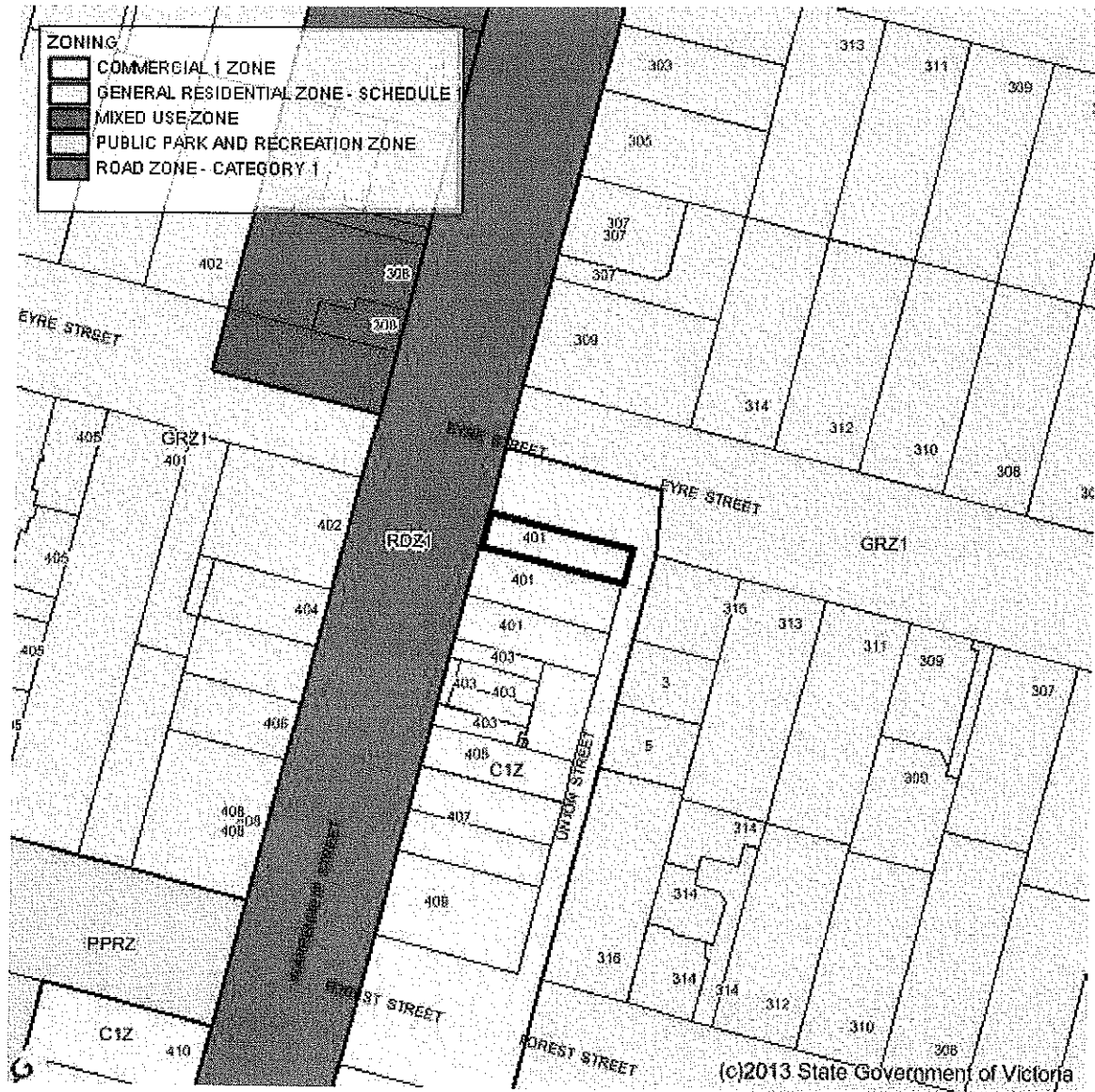
PLANNING CERTIFICATE

Client: Baird and McGregor
DX: 35042 Ballarat**Matter Ref:** LM: 42991 Edmunds
Vendor: ROGER KEITH EDMUNDS &
JONI MARIE EDMUNDS
Purchaser:**Subject Property:** 401B WARRENHEIP STREET BUNINYONG VIC 3357**Title Particulars:** Vol 10758 Fol 960**Municipality:** BALLARAT**Planning Scheme:** BALLARAT PLANNING SCHEME**Responsible Authority for administering and enforcing the Scheme:** BALLARAT CITY COUNCIL**Zone:** COMMERCIAL 1 ZONE**Abuttal to a Road Zone or a Public Acquisition Overlay for a Proposed Road or Road Widening:** ABUTS A ROAD ZONE - CATEGORY 1 (WARRENHEIP STREET)**Design and Development Overlay:** Not Applicable**Development Contributions Plan Overlay:** Not Applicable**Development Plan Overlay:** Not Applicable**Environmental Audit Overlay:** Not Applicable**Environmental Significance Overlay:** Not Applicable**Heritage Overlay:** HERITAGE OVERLAY (HO181)**Public Acquisition Overlay:** Not Applicable**Significant Landscape Overlay:** Not Applicable**Special Building Overlay:** Not Applicable**Vegetation Protection Overlay:** Not Applicable**Other Overlays:** Not Applicable**Proposed Planning Scheme Amendments:** Not Applicable**Additional Notes:** Not Applicable

The information source for each entry on this certificate has been checked and if shown as Not Applicable does not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land.

CERTIFICATE No: 32162519 DATE: 14/10/2015

PLANNING CERTIFICATE



This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.

Land Tax Clearance Certificate

Land Tax Act 2005



BAIRD AND MCGREGOR VIA SAI GLOBAL PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

Your Reference: 32162519:53765522

Certificate No: 92199227

Issue Date: 13 OCT 2015

Enquiries: ESYSPROD

Land Address: 401B WARRENHEIP STREET BUNINYONG VIC 3357

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
30931356	1	513884	10758	960	\$113,500	\$0.00

Vendor: JONI EDMUNDS & ROGER EDMUNDS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
ROGER KEITH EDMUNDS	2015	\$0.00	\$0.00	\$0.00

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
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Comments:

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to: www.sro.vic.gov.au/certificates

TAXABLE VALUE: \$113,500

AMOUNT PAYABLE: \$0.00

Paul Broderick
Commissioner of State Revenue

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 92199227

Land ID: 30931356

Amount Payable: \$0.00

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Baird and McGregor
via SAI Global Property
LEVEL 3 355 SPENCER ST, WEST MELBOURNE VIC 3003

NO PROPOSALS. As at the 13th October 2015, 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®.

401B WARRENHEIP STREET, BUNINYONG 3357
CITY OF BALLARAT

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: 13th October 2015

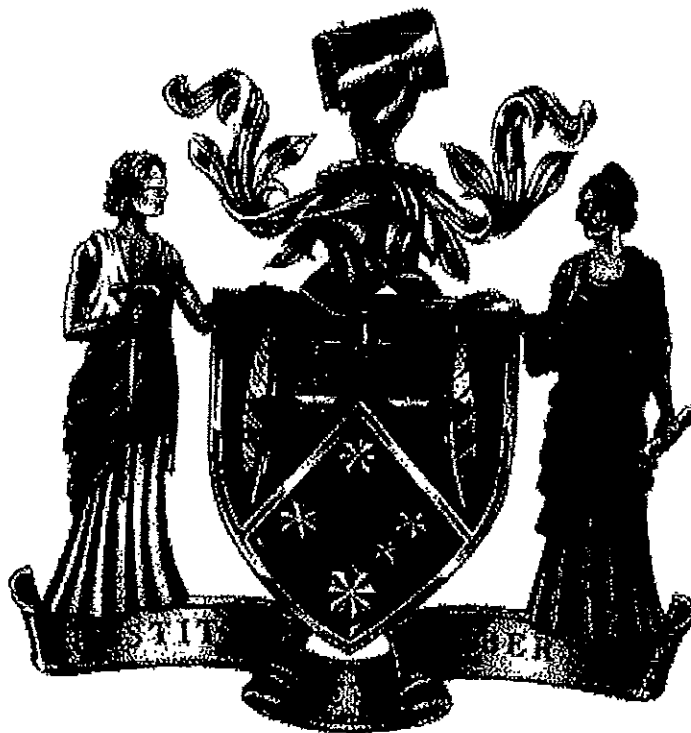
Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 20430074 - 20430074144827 '<no reference>'

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

LEASE OF REAL ESTATE

**COPYRIGHT
Law Institute of Victoria
May 2009 Revision**



- Important Notice To The Person Preparing This Lease -

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant, and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations, and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 21 and record any alterations to the lease conditions in schedule item 22 and not in the lease conditions.

LEASE OF REAL ESTATE
(WITH GUARANTEE & INDEMNITY

(Commercial Property)

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

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

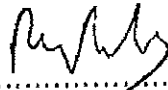
EXECUTED AS A DEED ON

DATE: 28 / 08 /2009

To be executed under Seal

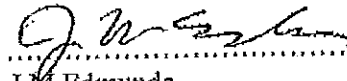
EXECUTION & ATTESTATION:

SIGNED by the said ROGER KEITH EDMUNDS
in the presence of:-


.....
R.K Edmunds

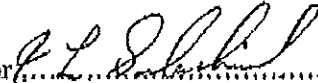
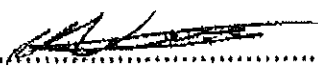
Witness: 

SIGNED by the said JONI MARIE EDMUNDS
in the presence of:-


.....
J.M Edmunds

Witness: 

Executed by **BUNINYONG & DISTRICT FINANCIAL SERVICES LIMITED**
(A.C.N. 137 673 388) in accordance with Section 127 of the *Corporations Act 2001*
(Cth):-

Director  Director 
Name IAN LEWIS, SALATHIEL Name RON DEA
Address 2, SIMPSON ST Address 501 WARRAWHOO ST
..... BUNINYONG 3357 BUNINYONG -

SCHEDULE

- Item 1**
(1.1) **Landlord**
Roger Keith Edmunds & Joni Marie Edmunds as Trustees of the R.K & J.M Edmunds Family Trust of 3 Longley Street, Alfredton.
- Item 2**
 Tenant
Buninyong & District Financial Services Limited
(A.C.N 137 673 388) of 501 Warrenheip Street, Buninyong.
- Item 3**
(1.1) **Guarantor**
Not applicable.
- Item 4**
(1.1) **Premises**
401B Warrenheip Street, Buninyong.
- Land**
- Item 5**
(1.1) **Landlords Installations**
Those installations installed by the Landlord as specifically referred to in the Schedule of Works annexed hereto marked "Landlord's Works" unless otherwise agreed in writing between the parties. It is further acknowledged that insofar as the completion of any Landlord's works is not specifically referred to in the attached Schedule of Works, then such works shall be completed having regard to standard or common practice commercial building methods/codes.
- Item 6**
(1.1) **Rent**
\$31,460 per annum (plus GST).
- Item 7**
(1.1) **Tenant's Installations**
As installed by the Tenant from time to time in order to comply with the requirements of Bendigo & Adelaide Bank Limited in order for the Tenant to be granted a Franchise Agreement and otherwise as agreed from time to time between the Landlord & Tenant.
- Item 8**
(1.1) **Term of the Lease**
Five (5) years starting on the date referred to as the commencement date in the Additional Provisions annexed hereto.

Item 9 **How Rent is to be Paid**
(2.1.1) Monthly in advance.

Item 10 **Building outgoings which the tenant must pay or reimburse**
(1.1, 2.1.2,
2.15 & 5.4)

- a) All general rates, development levies, wastewater access fees, wastewater access fees, and payment of all utilities.
- b) The costs of maintaining and repairing the building and the Landlord's installations save for:-
 - i) Any amount recovered in respect to that maintenance or repair by the Landlord from his Insurer; and
 - ii) External structural maintenance to the building.

Item 11 **Risks which the insurance policies must cover**

(1.1 & 6.2) ~~Fire~~
~~Flood~~
~~Lightning~~
~~Storm & Tempest~~
~~Explosion~~
~~Riots and Civil Commotion~~
~~Strikes~~
~~Malicious Damage~~
~~Earthquake~~
~~Impact by Vehicles~~
~~Impact by Aircraft and articles dropped from them~~
~~Internal Flood Water~~
~~and such other risks as the Landlord reasonably specifies from time to time.~~

Item 12 **Amount of Public Risk Insurance Cover**
(1.1 & 2.3.1) \$10,000,000.00

Item 13 **Period of Loss of Rent and Outgoings Insurance**
(1.1) Not applicable.

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

Item 15 **Permitted Use**
(2.2.1) Banking and other associated financial services.

(1.13) **Application of Act:**
The Act does apply

Item 16 **Review dates**
(2.1.1, 11, 18)

- (a) Market review dates: On the commencement of each new option period.

- (b) CPI review dates: Annually during the period of each term herein granted (capped to a maximum amount of four per cent (4%) per annum).

- (c) Fixed review dates & percentage or fixed amount increases: N/A

Item 17 **Who May Initiate Reviews**
(2.1.1, 11, 18)

Market review: Either party
CPI review: Review is automatic
Fixed review: Not applicable.

Item 18 **Further Terms**
(12) Two (2) further options each of five (5) years.

Item 19 **Latest Date of Exercising Option for renewal:**
(12) Three months from the end of the initial term.

Item 20 **Security Deposit**
(13) Nil

Item 21 **The Mediation procedure does apply to this Lease**
(16.1)

Item 22 **Additional Provisions**
(19) See attached.

ADDITIONAL PROVISIONS:-

1) Capital Raising

This Lease is conditional upon the Tenant raising the minimum subscription under a Prospectus in accordance with the terms of the Franchise Agreement to be entered into with Bendigo Bank Limited ("the minimum subscription"). Upon raising the minimum subscription, the Tenant shall notify the Landlord that same has been satisfied.

In the event that the minimum subscription has not been raised within one hundred and twenty (120) days of the date of this Agreement or such other date that the parties may agree in writing either party shall have the right to terminate this Agreement on giving written notice to the other.

2) Commencement Date

Subject to the raising of the minimum subscription, the commencement date shall be the earlier of the date upon which the Tenant commences business operations pursuant to the Franchise Agreement granted to it by Bendigo Bank Limited or thirty (30) after the Landlord has completed the Landlord's Works as hereinafter referred to.

3) The Landlord's Works

- a) This Lease is further conditional upon the Landlord completing the Landlord's works as referred to in the attached Schedule headed "Landlord's Works" in a good and workmanlike manner with all such work complying with all relevant building and planning laws and legal requirements.
- b) The Landlord shall use its best endeavours to complete the Landlord's works as soon as reasonably practical after being notified by the Tenant that the minimum subscription has been achieved or that the relevant permits necessary to complete the works have issued (whichever is the later) (which date is hereinafter referred to as "the notification date"). If the Landlord's works are not completed within twenty two (22) weeks of the notification date, the Tenant shall have the right to terminate this Lease on giving fourteen (14) days written notice to the Landlord. The Landlord further undertakes to use its best endeavours to make application for the permits necessary to commence the work once the Landlord is notified of the raising of the minimum subscription (unless such permits have already been applied for).

- c) Subject to the following sub-clauses, the date that the Landlord's works are completed shall occur when the Landlord shall give to the Tenant notice thereof in writing ("the completion notice") and:-
- i) If, upon receipt of the completion notice, the Tenant is satisfied that the Landlord's works have been completed, the Tenant shall within fourteen (14) days notify the Landlord in writing that it agrees that the Landlord's works are complete;
 - ii) If, upon receipt of the completion notice, the Tenant is not satisfied that the Landlord's works have been completed it shall, within fourteen (14) days give the Landlord notice in writing of the matters and things to be done before the works can be considered to be complete, and the Landlord shall then complete the items set out in the notice it shall give to the Tenant notice in writing that it has complied with the notice, and upon such mentioned completion notice, any subsequent similar notice being given by the Landlord the like procedure shall be followed as prescribed in the case of the initial completion notice;
 - iii) If the Tenant has not given notice under such sub-clauses (a) and (b) hereof, the Landlord's works shall be determined to have been completed on the date of the completion notice, or if more than one, the last of the completion notices given by the Landlord to the Tenant.
- d) Within six (6) months after the Tenant commencing business in the premises, it may notify the Landlord in writing of any defects arising out or in connection with the Landlord's works and the Landlord shall properly attend to the works required to rectify the defects.

4) **The Tenant's Works**

- a) When this Lease becomes unconditional, which includes the raising of the minimum subscription and the completion of the Landlord's works, the Tenant shall then commence the Tenant's works as per the attached Schedule headed "Tenant's Works" as soon as practical thereafter. The Tenant shall complete the Tenant's works in a good and workmanlike manner and also such work shall comply with all relevant building and planning laws and legal requirements.
- b) The Tenant shall at all times be responsible for the protection, care, upkeep and maintenance of the Tenant's works.

5) Automatic Teller Machine

As part of the Tenant's works, the Landlord acknowledges that an Automatic Teller Machine and a security safe and/or strong room may be installed on the premises. Insofar as an Automatic Teller Machine is to be installed, then the Landlord acknowledges that if possible, same shall be placed into the building by the Tenant in conjunction with the completion of the Landlord's works as hereinbefore referred to.

6) Painting

P.L.S.
LANDLORD
R/S

Save for the initial painting of the premises which will be undertaken by the ~~Vendor~~ in accordance with the "Landlord's Works" as referred to herein, the Tenant shall be permitted to paint the premises (both internally and externally) in current Bendigo Bank Limited corporate colouring. If there is a change in the Bendigo Bank Limited corporate colouring during the term of the Lease, then the Tenant shall be permitted to repaint the premises. At the expiration of the Lease (including any options granted) the Tenant shall paint the premises both internally and externally within the last six months of the term in colours approved by the Landlord.

7) Signage

The Tenant shall be permitted to erect signage on the premises as required by Bendigo Bank Limited. The Tenant shall remove the signs on vacating the premises and it shall make good any damage caused by the removal.

8) Telecommunications Tower

The Tenant's may install a telecommunications tower or other facility on the roof of the premises. The Landlord shall not install any such structure on the roof of the premises without the Tenant's prior written approval.

9) Deed of Entry

The Landlord shall execute a Deed of Entry in the form that has been provided by the Tenant and further, the Landlord shall arrange for any Mortgagee who have an interest in the premises to execute the Deed of Entry.

10) Tenant's First Right of Refusal

If the Tenant throughout the term of the Lease:-

- a) Pays rent regularly; and
- b) Does not breach and does not fail to comply with the provisions of this Lease in a way which is serious or persistent or both;

Then during the term of this Lease, the Landlord must not sell or agree to sell or offer to sell the premises to any other person other than the Tenant unless:-

- a) The Landlord has first served on the Tenant a written offer to comply with the following sub-clause and the Tenant has not accepted the offer within fourteen (14) after service; and
- b) An offer under the preceding clause:-
 - i) Must be in writing;
 - ii) Must state clearly that the Landlord offers to sell the leased premises to the Tenant in accordance with this Tenant's right of first refusal;
 - iii) Must state a purchase price which the premises are actually being sold or agreed to be sold or offered for sale;
 - iv) Must state or refer to terms which are not actually less favourable to the Tenant than the terms on which the premises are actually being sold or agreed to be sold or offered for sale; and
 - v) Must state that the Tenant must accept the offer within fourteen (14) days after service.
- c) Notwithstanding the preceding sub-clause, the Landlord may without first serving an offer on the Tenant:-
 - i) Sell or agree or offer to sell the premises by auction, but in this case, the Landlord must give the Tenant at least twenty one (21) days notice in writing of the auction; or
 - ii) Agree to sell the premises on the condition that the Landlord first serves an offer on the Tenant and the Tenant rejects or does not accept the offer within fourteen (14) days after service.
- d) The benefit of this clause shall not be assigned with an assignment of the Lease and may not be assigned by the Tenant.

11) **Essential Terms**

It is agreed between the Landlord and Tenant that these Additional Provisions shall be deemed essential terms for the purposes of Clause 7.5 of the Lease Conditions.

12) **Building Costs**

In consideration of the Landlord granting this Lease and completing the Landlord's Works as hereinbefore referred to, the Tenant hereby agrees that within thirty (30) days of the date of the commencement of this Lease the Tenant will reimburse the Landlord the following fees which the Landlord has paid for in relation to the completion of the Landlord's Works:-

- a) Planning Permit fee - \$487.00
- b) Building Permit fee - \$2,500.00
- c) Drafting costs as invoiced to a maximum sum of \$1,500.00

13) **Conditional Lease**

It is acknowledged by the Landlord and Tenant that the granting of this Lease is conditional upon the satisfaction of Additional Provisions 1 and 3 hereof and upon those Additional Provisions being satisfied, this Lease shall become unconditional insofar as the Landlord and Tenant are concerned.

LANDLORD'S WORKS:-

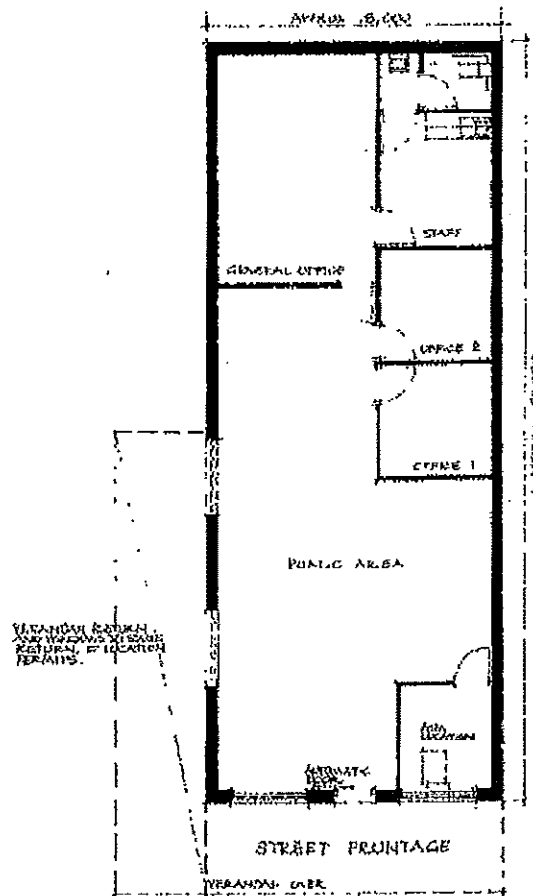
As per attachment 1)

ATTACHMENT 1

GENERAL SPECIFICATIONS FOR REQUIRED BUILDING

The following sketch provides a very general indication of the size and layout of the proposed banking premises

BENDIGO BANK LIMITED
BUNINYONG COMMUNITY BANK
NOTIONAL LAYOUT OF PROPOSED PREMISES



Attachment 1 Continued

General Construction Details

* External Walls	Solid masonry.
* Floor	Concrete slab, carpet finish except to WC. <i>P.L.S.</i> <i>EB</i>
* Ceiling	Acoustic tile. Lighting and A/C registers to agreed layout.
* Internal Partitions	Plasterboard lined timber stud, painted throughout.
* Lighting	Recessed fluorescent to suit floor plan, 300 lux at desk level throughout.
* Doors	Solid core flush panelled painted finish. Hardware equal to Lockwood morticed cylinder dead latch.
* Entry	Automatic electrically – operated door. Threshold at street level for disabled access.
* Air-conditioning	Reverse cycle heating & cooling with ventilation to meet regulation requirements. External unit, roof-mounted, ducting within ceiling.
* Windows	Size and siting as shown on plan.
* Services	Allow for power and communications cabling.
* Staff Room	Sink bench with single bowl and drainer, cupboards over and under.
* WC	Disabled access compliant, tiled floor, ventilated to regulations.

More Specific Requirements of the Bank

- Shop and office fronts including an auto door at the front entry (Aluminium framed and glazed to BABL specifications).
- A suspended acoustic tile ceiling is required throughout the entire premises excluding the toilet areas which shall be plasterboard. (Ceiling insulation to be included).

- All lighting to the entire premises to suit building floor plan. The light fittings are to be seated into the ceiling suspension system.
- Electrical switchboard to have suitable capacity to service the premises and to be situated in the public area. Electrical wiring to suit layout.
- Data and telephone cabling to specification.
- All internal and external painting to finishes as specified by BABL.
- All mechanical services to include exhaust systems for both ATM room and toilet (separate).
- Toilet facility to comply with AS1428.
- Kitchenette facility in staff amenities to be constructed in accordance with BABL Specs.
- The walls of the two offices are to be filled with sound retardant; Office doors to be solid core.
- Veranda along Warrenheip Street and Eyre Street (partial) frontages.
- Footpath return on Eyre Street (partial – approx..... 10 metres).

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

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

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

LEASE CONDITIONS

1. DEFINITIONS AND INTERPRETATION

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

EXPRESSION	MEANING
accounting period	the period of 12 months ending 30 June or other period of 12 months adopted by the landlord in respect of this lease for recovery of building outgoings and includes any broken periods at the start and end of the term -
Act	the <i>Retail Leases Act 2003</i> (Vic)
building	any building in which the premises are located, including the landlord's installations
building outgoings	any of the following expenses 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 (but excluding any amount recovered in respect of that 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, <p style="margin-left: 40px;">and excesses paid or payable on claims,</p> <p>and, if the premises occupy only a part of the lettable area of the building, the following further items -</p> <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 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 but, if the Act applies, only to the extent permitted by the Act and, in any event, excluding capital expenditure
building rules	any rules adopted from time to time for the building , including the rules of any owners corporation affecting the premises
common areas	areas in the building or on the land that are under the control of the landlord and are used or intended for use -
	(a) by the public; or
	(b) in common by tenants of premises in the building in relation to the carrying on of businesses on those premises,
	other than areas which are let or licensed, or intended to be let or licensed, other than on a casual basis
Consumer Price Index	the consumer price index published by the Australian Government Statistician under the heading All Groups, Melbourne
CPI review date	a date specified in Item 16(b)
fixed review date	a date specified in Item 16(c)
GST	GST within the meaning of the GST Act
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>
guarantor	the person named in Item 3
item	an item in the schedule to this lease
land	the parcel of land on which the building is erected and which is described in Item 4(b)
landlord	the person named in Item 1 , or any other person who will be entitled to possession of the premises when this lease ends
landlord's installations	the installations of the landlord in the premises or the building or on the land and those installed by the landlord after the lease starts and including the installations listed in Item 5
lettable area	unless the Act applies and requires otherwise -
	(a) in relation to the premises , the area let; and
	(b) in relation to the building , the total area of the building that is let or licensed or intended to be let or licensed, other than on a casual basis.

When it is necessary to measure the **lettable area** of the **building** or any part of the **building**, the measurement is to be carried out using the most recent revision of the relevant Property Council of Australia method of measurement

market review date	a date specified in item 16(a)
permitted use	the use specified in item 15
premises	the premises described in item 4(a) and fixed improvements and the landlord's installations within the premises
rent	the amount in item 6, as varied in accordance with this lease
review date	a date specified in item 16
start of the lease	the first day of the term but, if this lease is a renewal under an option in an earlier lease (whether or not this lease is on terms that are materially different to those contemplated by the earlier lease), the starting date of the first lease to contain an option for renewal.
tenant	the person named in item 2, or any person to whom the lease has been transferred
tenant's agents	the tenant's employees, agents, contractors, customers and visitors to the premises
tenant's installations	the installations listed in item 7 and those installed by the tenant after the lease starts
term	the period stated in item 8
valuer	a person holding the qualifications or experience specified under section 13DA(1A) of the <i>Valuation of Land Act 1960</i> (Vic) and, if the Act applies, a specialist retail valuer.

- 1.2 References to laws include statutes, regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the **premises**. Illegal means contrary to a law as defined in this sub-clause.
- 1.3 This lease must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this lease does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the lease.
- 1.4 The law of Victoria applies to this lease.
- 1.5 Any change to this lease must be in writing and signed by the parties.
- 1.6 An obligation imposed by this lease on or in favour of more than one person binds or benefits them separately, together and in any combination.
- 1.7 The use of one gender includes the others and the singular includes the plural and vice versa.
- 1.8 If the **landlord**, **tenant** or **guarantor** is an individual, this lease binds that person's legal personal representative. If any of them is a corporation, this lease binds its transferees.
- 1.9 This lease, including all guarantees and indemnities, is delivered and operates as a deed.
- 1.10 The **tenant** is bound by and answerable for the acts and omissions of the **tenant's agents**.
- 1.11 If there is a conflict between a provision in the schedule and one of these lease conditions then the provision in the schedule is to prevail.
- 1.12 "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 deductions to the **landlord** on the days and in the way stated in **item 9** without the need for a formal demand. The **landlord** may direct in writing that the **rent** be paid to another person. The **rent** is reviewed on each **review date** specified in **item 16** -
- (a) on a **market review date**, the **rent** is reviewed in accordance with clause 11,
- (b) on a **CPI review date**, the **rent** is reviewed in accordance with clause 18, and

- (c) to do anything necessary to comply with notices or orders of any relevant authority, bringing any necessary materials and equipment.
- 3.2.9 carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the **tenant** is obliged to make good under this lease. If the **tenant** does not comply with the notice, the **landlord** may carry out the repairs and the **tenant** must repay the cost to the **landlord** within 7 days of a request.
- 3.2.10 only use persons approved by the **landlord** to repair and maintain the **premises** but, if the **Act** applies, only use persons who are suitably qualified.
- 3.2.11 comply with all reasonable directions of the **landlord** or the insurer of the **premises** as to the prevention, detection and control of fire.
- 3.2.12 on vacating the **premises**, remove all signs and make good any damage caused by installation or removal.
- 3.2.13 take reasonable precautions to secure the **premises** and their contents from theft, keep all doors and windows locked when the **premises** are not in use and comply with the **landlord's** directions for the use and return of keys or keycards.
- 3.2.14 permit the **landlord** or its agent access to the **premises** at reasonable times by appointment to show the **premises** -
 - (a) to valuers and to the **landlord's** consultants,
 - (b) to prospective purchasers at any time during the **term**, and
 - (c) to prospective tenants within 3 months before the end of the **term** (unless the **tenant** has exercised an option to renew this lease)
 and to affix "for sale" or "to let" signs in a way that does not unduly interfere with the **permitted use**.
- 3.2.15 maintain any grounds and gardens of the **premises** in good condition, tidy, free from weeds and well-watered.
- 3.2.16 maintain and keep in good repair any heating, cooling or air conditioning equipment exclusively serving the **premises**.
- 3.3 The **tenant** is not obliged -
 - 3.3.1 to repair damage against which the **landlord** must insure under clause 6.2 unless the **landlord** loses the benefit of the insurance because of acts or omissions by the **tenant** or the **tenant's agents**.
 - 3.3.2 to carry out structural or capital repairs or alterations or make payments of a capital nature unless the need for them results from -
 - (a) negligence by the **tenant** or the **tenant's agents**,
 - (b) failure by the **tenant** to perform its obligations under this lease,
 - (c) the **tenant's** use of the **premises**, other than reasonable use for the **permitted use**, or
 - (d) the nature, location or use of the **tenant's installations**, in which case the repairs, alterations or payments are the responsibility of the **tenant**.

4. LEASE TRANSFERS AND SUBLETTING

- 4.1 The **tenant** must not transfer this lease or sublet the **premises** without the **landlord's** written consent, and section 144 of the *Property Law Act 1958 (Vic)* and clause 9.1 do not apply.
- 4.2 The **landlord** -
 - 4.2.1 subject to sub-clause 4.2.2, must not unreasonably withhold consent to a transfer of this lease or a sublease of the **premises** if the **tenant** has complied with the requirements of clause 4.3. If the **Act** applies, the **landlord** may only withhold consent to a transfer of this lease in accordance with the **Act**.
 - 4.2.2 may withhold consent at the **landlord's** discretion if the **Act** does not apply, and a transfer of this lease would result in the **Act** applying, or applying if this lease is renewed for a further term.
- 4.3 To obtain the **landlord's** consent to a transfer or sublease the **tenant** must -
 - 4.3.1 ask the **landlord** in writing to consent to the transfer or sublease,
 - 4.3.2 give the **landlord** -
 - (a) In relation to each proposed new tenant or sub-tenant such information as the **landlord** reasonably requires about its financial resources and business experience and if the **Act** does not apply, any additional information reasonably required by the **landlord** to enable it to make a decision, and
 - (b) a copy of the proposed document of transfer or sublease, and

- 4.3.3 remedy any breach of the lease which has not been remedied and of which the **tenant** has been given written notice.
- 4.4 If the **Act** applies and -
- 4.4.1 the **tenant** has asked the **landlord** to consent to a transfer and complied with clause 4.3, and
- 4.4.2 the **landlord** fails to respond by giving or withholding consent to the transfer within 28 days,
- then the **landlord** is to be taken as having consented.
- 4.5 If the **landlord** consents to the transfer or sublease, the **landlord**, **tenant** and new tenant or sub-tenant and the **guarantor** must execute the documents submitted under sub-clause 4.3.2(b). The directors of the new tenant (if it is a corporation) must execute a guarantee and indemnity in the terms of clause 15.
- 4.6 The **tenant** must pay the **landlord's** reasonable expenses incurred in connection with an application for consent or the granting of consent and the completion of the documents, as well as any stamp duty on the documents.
- 4.7 Except by a transfer or sublease, to which the **landlord** has consented, the **tenant** must not give up possession or share occupancy of the **premises** or grant a licence to anyone else or mortgage or charge its interest under this lease or enter into any arrangement that gives a person the right to enter into occupation of the **premises** without the **landlord's** written consent. Consent is entirely at the **landlord's** discretion.
- 4.8 Subject to the **Act**, if it applies, the obligations to the **landlord** of every **tenant** who has transferred this lease continue until this lease ends. They do not continue into any period of overholding after this lease ends, nor into any renewed term; at those times they are the responsibility only of the **tenant** in possession. This clause does not prevent the **landlord** from enforcing rights which arise before this lease ends.
- 5. GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT**
- 5.1 When the **term** ends, the **tenant** must -
- 5.1.1 return the **premises** to the **landlord** clean and in the condition required by this lease, and
- 5.1.2 remove the **tenant's** installations and other **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 in relation to items to which Part IVA of the *Landlord and Tenant Act 1958* apply, the **landlord** will have the rights and powers conferred by Part IVA; and
- 5.1.4 in relation to all other items of **tenant's** installations and **tenant's** property, they will be considered abandoned and will become the property of the **landlord**, but the **landlord** may remove any of the **tenant's** installations or other property and recover the costs of removal and making good as a liquidated debt payable on demand.
- 5.2 The **tenant** indemnifies the **landlord** against any claim resulting from any act or failure to act by the **tenant** or the **tenant's** agents while using the **premises**.
- 5.3 The **tenant** -
- 5.3.1 uses and occupies the **premises** at its own risk, and
- 5.3.2 releases the **landlord** from and indemnifies the **landlord** against all claims resulting from accidents occurring on the **premises** except to the extent that the accident is caused by the **landlord** or a person for whom the **landlord** is responsible.
- 5.4 In relation to **building outgoings**, the parties agree -
- 5.4.1 the **landlord** must pay the **building outgoings** when they fall due for payment but may require the **tenant** to pay when due a **building outgoing** for which the **tenant** receives notice directly and to reimburse the **landlord** within 7 days of a request all **building outgoings** for which notices are received by the **landlord**.
- 5.4.2 the **tenant** must pay or reimburse the **landlord** the proportion specified in item 10.
- 5.4.3 at least 1 month before the start of an **accounting period**, the **landlord** may (but if the **Act** applies, the **landlord** must) give the **tenant** an estimate of **building outgoings** for the **accounting period**.
- 5.4.4 despite clause 5.4.1, the **tenant**, if the **landlord** requires it, must pay its share of the estimated **building outgoings** by equal monthly instalments during the

- (c) on a **fixed review date**, the **rent** is either increased by the fixed percentage or changed by or to the fixed amount, in either case as specified in **Item 16** in respect of that **fixed review date**.
- 2.1.2 produce receipts for paid **building outgoings** within 7 days of a request.
- 2.1.3 pay when due all charges for the provision of services to the **premises** including gas, electricity, water and telephone.
- 2.1.4 remove regularly from the **premises** all rubbish and waste generated by the **tenant's** operations.
- 2.1.5 pay the appropriate proportion of the **building outgoings** in accordance with **Item 10** and clause 5.4.
- 2.1.6 pay or reimburse within 7 days of a request all increases in insurance premiums paid or payable by the **landlord** as the result of the **tenant's** use of the **premises**.
- 2.1.7 pay within 7 days of a request interest at the rate stated in **Item 14** on any **rent** or other money which the **tenant** has not paid within 7 days of the due date. Interest is to be calculated daily from the due date, continues until the overdue money is paid and is capitalised monthly.
- 2.1.8 pay within 7 days of a request the **landlord's** reasonable expenses and legal costs in respect of -
- (a) the negotiation, preparation, settling, execution and stamping (if applicable) of this lease,
 - (b) change to this lease requested by the **tenant** whether or not the change occurs,
 - (c) the surrender or ending of this lease (other than by expiration of the **term**) requested by the **tenant**, whether or not the lease is surrendered or ended,
 - (d) the transfer of this lease or subletting of the **premises** or proposed transfer or sub-letting whether or not the transfer or subletting occurs,
 - (e) a request by the **tenant** for consent or approval, whether or not consent or approval is given,
 - (f) any breach of this lease by the **tenant**, or
 - (g) the exercise or attempted exercise by the **landlord** of any right or remedy against the **tenant**,
- but, if the **Act** applies, only to the extent to which the **Act** permits recovery.
- 2.1.9 pay any stamp duty on this lease, on any renewal, and any additional stamp duty after a review of **rent**.
- 2.1.10 subject to clause 3.3.2, comply with all laws relating to the use or occupation of the **premises**.
- 2.1.11 carry on the business of the **permitted use** efficiently and, subject to all applicable laws, keep the **premises** open during the business hours which are normal for the **permitted use** and not suspend or discontinue the operation of the business.
- 2.1.12 comply with the **landlord's** reasonable requirements in relation to the use of the **landlord's installations** and any services provided by the **landlord**.
- 2.1.13 subject to clause 3.3.2, comply with the laws and requirements of relevant authorities relating to essential safety measures, occupational health and safety and disability discrimination relevant to the **premises** or the **building**.
- 2.2 The **tenant** must not, and must not let anyone else -
- 2.2.1 use the **premises** except for the **permitted use**, but the **tenant** agrees that the **landlord** has not represented that the **premises** may be used for that use according to law or that the **premises** are suitable for that use.
 - 2.2.2 use the **premises** for any illegal purpose.
 - 2.2.3 carry on any noxious or offensive activity on the **premises**.
 - 2.2.4 do anything which might cause nuisance, damage or disturbance to a tenant, occupier or owner of any adjacent property.
 - 2.2.5 conduct an auction or public meeting on the **premises**.
 - 2.2.6 use radio, television or other sound-producing equipment at a volume that can be heard outside the **premises**.
 - 2.2.7 do anything which might affect any insurance policy relating to the **premises** by causing -
 - (a) it to become void or voidable,
 - (b) any claim on it being rejected, or
 - (c) a premium to be increased.

- 2.2.8 keep or use chemicals, inflammable fluids, acids, or other hazardous things on the **premises** except to the extent necessary for the **permitted use**, or create fire hazards.
 - 2.2.9 do anything which might prejudicially affect the essential safety measures or the occupational health and safety or disability discrimination status of the **premises** or the **building**.
 - 2.2.10 place any sign on the exterior of the **premises** without the **landlord's** written consent.
 - 2.2.11 make any alteration or addition to the **premises** without the **landlord's** written consent. Consent is entirely at the **landlord's** discretion.
 - 2.2.12 install any fixtures or fittings, except those necessary for the **permitted use**, without the **landlord's** written consent.
 - 2.2.13 bring onto the **premises** any object which by its nature or weight might cause damage to the **premises**, without the **landlord's** written consent.
 - 2.2.14 except in an emergency, interfere with any of the services or equipment in the **premises** or in any property of which the **premises** form part.
- 2.3 The tenant must -
- 2.3.1 take out and keep current an insurance cover in the name of the **tenant** and noting the interest of the **landlord**, for public risk for any single event for the amount stated in Item 12 or, if none is stated, for \$10 million, with an extension which includes the indemnities given by the **tenant** to the **landlord** in clauses 5.2 and 5.3.2 of this lease to the extent that such an extension is procurable on reasonable terms in the Australian insurance market.
 - 2.3.2 maintain the insurance cover with an insurer approved by the **landlord**.
 - 2.3.3 produce satisfactory evidence of insurance cover on written request by the **landlord**.

3. REPAIRS, MAINTENANCE, FIRE PREVENTION AND REQUIREMENTS OF AUTHORITIES

- 3.1 Subject to clause 3.3, the **tenant** must -
- 3.1.1 keep the **premises** in the same condition as at the **start of the lease**, except for fair wear and tear; and
 - 3.1.2 comply with all notices and orders affecting the **premises** which are issued during the **term**.
- 3.2 In addition to its obligations under clause 3.1, the **tenant** must -
- ~~3.2.1 repaint or refinish all painted or finished surfaces in a workmanlike manner with as good quality materials as previously at least once every 5 years during the term and any further term viewed as one continuous period.~~
 - 3.2.2 keep the **premises** properly cleaned and free from rubbish, keep waste in proper containers and have it removed regularly.
 - 3.2.3 immediately replace glass which becomes cracked or broken with glass of the same thickness and quality.
 - 3.2.4 immediately repair defective windows, light fittings, doors, locks and fastenings, and replace missing or inoperative light-globes and fluorescent tubes, keys and keycards.
 - 3.2.5 maintain in working order all plumbing, drainage, gas, electric, solar and sewerage installations.
 - 3.2.6 promptly give written notice to the **landlord** or **landlord's** agent of -
 - (a) damage to the **premises** or of any defect in the structure of, or any of the services to, the **premises**,
 - (b) receipt of a notice or order affecting the **premises**,
 - (c) any hazards threatening or affecting the **premises**, and
 - (d) any hazards arising from the **premises** for which the **landlord** might be liable.
 - 3.2.7 immediately make good damage caused to adjacent property by the **tenant** or the **tenant's** agents.
 - 3.2.8 permit the **landlord**, its agents or workmen to enter the **premises** during normal business hours, after giving reasonable notice (except in cases of emergency) -
 - (a) to inspect the **premises**,
 - (b) to carry out repairs or agreed alterations, and

- accounting period** on the days on which rent is payable (after allowing for **building outgoings** paid directly or separately reimbursed by the **tenant**).
- 5.4.5 If the **Act** applies, the **landlord** must make a statement of **building outgoings** available during each **accounting period** as required by the **Act**.
- 5.4.6 Within three months after the end of an **accounting period**, the **landlord** must give the **tenant** a statement of the actual **building outgoings** for the **accounting period** (if the **Act** applies and requires that the statement be certified, the statement must be certified as required by the **Act**).
- 5.4.7 The **tenant** must pay the amount short paid or the **landlord** must repay the amount over paid for **building outgoings**, as the case may be, within 1 month after a statement is provided under clause 5.4.6 or within 4 months after the end of the **accounting period**, whichever is earlier.
- 5.4.8 An appropriate adjustment must be made in relation to a **building outgoing** incurred in respect of a period beginning before the start of the **term** or extending beyond the end of the **term**.
- 6.5 If the freehold of the **premises** (or, the **building**) is transferred, the transferor **landlord** is released from all lease obligations falling due for performance on or after the date of the instrument of transfer.

6. LANDLORD'S OBLIGATIONS

- 6.1 The **landlord** must give the **tenant** quiet possession of the **premises** without any interruption by the **landlord** or anyone connected with the **landlord** as long as the **tenant** does what it must under this lease.
- 6.2 The **landlord** must take out at the start of the **term** and keep current policies of insurance for the risks listed in **Item 11** against -
- 6.2.1 damage to and destruction of the **building**, for its replacement value,
 - 6.2.2 removal of debris,
 - 6.2.3 breakdown of **landlord's installations**, and
 - 6.2.4 breakage of glass, for its replacement value.
- 6.3 The **landlord** must give to the **tenant** the written consent to this lease of each mortgagee whose interest would otherwise have priority over this lease by endorsement on this lease in the terms set out following the 'execution and attestation' section.
- 6.4 The **landlord** must keep the structure (including the external faces and roof) of the **building** and the **landlord's installations** in a condition consistent with their condition at the start of the lease, but is not responsible for repairs which are the responsibility of the **tenant** under clauses 3.1, 3.2 and 3.3.2.

7. EVENTS OF DEFAULT AND LANDLORD'S RIGHTS

- 7.1 The **landlord** may terminate this lease, by re-entry or notice of termination, if -
- 7.1.1 the rent is unpaid for 14 days after becoming due for payment,
 - 7.1.2 the **tenant** does not meet its obligations under this lease,
 - 7.1.3 the **tenant** is a corporation and -
 - (a) an order is made or a resolution is passed to wind it up except for reconstruction or amalgamation,
 - (b) goes into liquidation,
 - (c) is placed under official management,
 - (d) has a receiver, including a provisional receiver, or receiver and manager of any of its assets or an administrator appointed,
 - (e) without the **landlord's** written consent, there is a different person in effective control of the **tenant** as a result of changes in -
 - (i) membership of the company or its holding company,
 - (ii) beneficial ownership of the shares in the company or its holding company, or
 - (iii) beneficial ownership of the business or assets of the company,
 but this paragraph does not apply if the **tenant** is a public company listed on the Australian Stock Exchange, or a subsidiary of one.

"Effective control" means the ability to control the composition of the board of directors or having more than 50% of the shares giving the right to vote at general meetings,
- 7.1.4 a warrant issued by a court to satisfy a judgement against the **tenant** or a **guarantor** is not satisfied within 30 days of being issued,
- 7.1.5 a **guarantor** is a natural person and -

- (a) becomes bankrupt,
 - (b) takes or tries to take advantage of Part X of the *Bankruptcy Act 1966*,
 - (c) makes an assignment for the benefit of their creditors, or
 - (d) enters into a composition or arrangement with their creditors,
- 7.1.6 a **guarantor** is a corporation and one of the events specified in (a) to (d) of clause 7.1.3 occurs in relation to it, or
- 7.1.7 the **tenant**, without the **landlord's** written consent -
- (a) discontinues its business on the **premises**, or
 - (b) leaves the **premises** unoccupied for 14 days.
- 7.2 Termination by the **landlord** ends this lease, but the **landlord** retains the right to sue the **tenant** for unpaid money or for damages (including damages for the loss of the benefits that the **landlord** would have received if the lease had continued for the full term) for breaches of its obligations under this lease.
- 7.3 For the purpose of section 146(1) of the *Property Law Act 1958 (Vic)*, 14 days is fixed as the period within which the **tenant** must remedy a breach capable of remedy and pay reasonable compensation for the breach.
- 7.4 The **landlord** must give the **tenant**, before terminating this lease under clause 7.1 for non-payment of rent, the same notice that it would be required to give under section 146(1) of the *Property Law Act 1958 (Vic)* for a breach other than the non-payment of rent.
- 7.5 Breach by the **tenant** of any of the following clauses of this lease is a breach of an essential term and constitutes repudiation: 2.1.1, 2.1.5, 2.1.6, 2.1.10, 2.1.11, 2.2.1, 2.2.2, 2.2.7, 2.2.8, 2.2.9, 2.2.11, 2.2.13, 2.3, 3.2.11, 4.1, 4.7, 5.4.2, 5.4.7, 13, and 17. Other **tenant** obligations under this lease may also be essential.
- 7.6 Before terminating this lease for repudiation (including repudiation consisting of the non-payment of rent), the **landlord** must give the **tenant** written notice of the breach and a period of 14 days in which to remedy it and to pay reasonable compensation for it. A notice given in respect of a breach amounting to repudiation is not an affirmation of the lease.
- 7.7 Even though the **landlord** does not exercise its rights under this lease on one occasion, it may do so on any later occasion.
- 8. DESTRUCTION OR DAMAGE**
- 8.1 If the **premises** or the **building** are damaged so that the **premises** cannot be used or accessed for the **permitted use** -
- 8.1.1 a fair proportion of the **rent** and **building outgoings** is to be suspended until the **premises** are again wholly fit and accessible for the **permitted use**, and
 - 8.1.2 the suspended proportion of the **rent** and **building outgoings** must be proportionate to the nature and extent of the damage or inaccessibility.
- 8.2 If the **premises** or the **building** are partly destroyed, but not substantially destroyed, the **landlord** must reinstate the **premises** or the **building** as soon as reasonably practicable.
- 8.3 If the **premises** or the **building** are wholly or substantially destroyed -
- 8.3.1 the **landlord** is not obliged to reinstate the **premises** or the **building**, and
 - 8.3.2 if the reinstatement does not start within 3 months, or is not likely to be completed within 9 months, the **landlord** or the **tenant** may end this lease by giving the other written notice.
- 8.4 The **tenant** will not be entitled to suspension of **rent** or **building outgoings** under sub-clause 8.1.1 nor to end the lease under sub-clause 8.3.2 and the **landlord** will not be obliged to reinstate the **premises** or the **building** under clause 8.2 if payment of an insurance claim is properly refused in respect of the damage or destruction because of any act or omission by the **tenant** or the **tenant's agents**.
- 8.5 If the **Act** does not apply and there is a dispute under this clause, either party may request the President of the Australian Property Institute, Victorian Division, to nominate a practising valuer member of that Institute to determine the dispute or the parties may refer the dispute to mediation under clause 16 unless item 21 states that the mediation procedure does not apply to this lease. The valuer acts as an expert and not as an arbitrator and the determination is binding.
- 9. CONSENTS AND WARRANTIES BY THE PARTIES**
- 9.1 The **landlord** must not unreasonably withhold its consent or approval to any act by the **tenant** or matter which needs consent or approval unless any other clause provides otherwise, but -
- 9.1.1 the **landlord** may impose reasonable conditions on any consent or approval, and
 - 9.1.2 the **tenant** must reimburse the **landlord's** reasonable expenses resulting from an application for its consent or approval, including fees paid to consultants.

9.2 This lease, together with the disclosure statement if there is one, contains the whole agreement of the parties. Neither party is entitled to rely on any warranty or statement in relation to -

- 9.2.1 the conditions on which this lease has been agreed,
- 9.2.2 the provisions of this lease, or
- 9.2.3 the premises

which is not contained in those documents.

10. OVERHOLDING AND ABANDONMENT OF THE PREMISES

10.1 If the **tenant** remains in possession of the **premises** without objection by the **landlord** after the end of the **term** -

- 10.1.1 the **tenant**, without any need for written notice of any kind, is a monthly tenant on the conditions in this lease, modified so as to apply to a monthly tenancy,
- 10.1.2 either party may end the tenancy by giving one month's written notice to the other which may expire on any day of the month,
- 10.1.3 the monthly rent starts at one-twelfth of the annual **rent** which the **tenant** was paying immediately before the **term** ended unless a different rent has been agreed, and
- 10.1.4 the **landlord** may increase the monthly rent by giving the **tenant** one month's written notice.

10.2 If the **tenant** vacates the **premises** during the **term**, whether or not it ceases to pay **rent** -

- 10.2.1 the **landlord** may -
 - (a) accept the keys,
 - (b) enter the **premises** to inspect, maintain or repair them, or
 - (c) show the **premises** to prospective tenants or purchasers, without this being re-entry or an acceptance of repudiation or a waiver of the **landlord's** rights to recover **rent** or other money under this lease.
- 10.2.2 this lease continues until a new tenant takes possession of the **premises**, unless the **landlord** -
 - (a) accepts a surrender of the lease, or
 - (b) notifies the **tenant** in writing that the **landlord** accepts the **tenant's** repudiation of the lease, or
 - (c) ends the lease in accordance with clause 7.1.

11. RENT REVIEWS TO MARKET

11.1 In this clause "review period" means the period following each **market review date** until the next **review date** or the end of this lease.

The review procedure on each **market review date** is -

- 11.1.1 each review of **rent** may be initiated by either party unless **Item 17** states otherwise but, if the **Act** applies, review is compulsory.
- 11.1.2 a party may initiate a review by giving the other party a written notice stating the current market rent which it proposes as the **rent** for the review period. Unless the **Act** applies, if the party receiving the notice does not object in writing to the proposed rent within 14 days, it becomes the **rent** for the review period.
- 11.1.3 If -
 - (a) the **Act** does not apply and the party receiving the notice serves an objection to the proposed rent within 14 days and the parties do not agree on the **rent** within 14 days after the objection is served, or
 - (b) the **Act** applies and the parties do not agree on what the **rent** is to be for the review period,

the parties must appoint a **valuer** to determine the current market rent.
If the **Act** does not apply and if the parties do not agree within 28 days after the objection is served on the name of the **valuer**, the **valuer** must be nominated by the President of the Australian Property Institute, Victorian Division, at the request of either party. If the **Act** applies, the **valuer** is to be appointed by agreement of the parties, or failing agreement, by the Small Business Commissioner.
- 11.1.4 In determining the current market rent for the **premises** the **valuer** must -
 - (a) consider any written submissions made by the parties within 21 days of their being informed of the **valuer's** appointment, and
 - (b) determine the current market rent as an expert and, whether or not the **Act** applies, must make the determination in accordance with the criteria set out in section 37(2) of the **Act**.

- 11.1.5 The **valuer** must make the determination of the current market rent and inform the parties in writing of the amount of the determination and the reasons for it as soon as possible after the end of the 21 days allowed for submissions by the parties.
- 11.1.6 If -
- (a) no determination has been made within 45 days (or such longer period as is agreed by the **landlord** and the **tenant** or, if the **Act** applies, as is determined in writing by the Small Business Commissioner) of the parties
 - (i) appointing the **valuer**, or
 - (ii) being informed of the **valuer's** appointment, or
 - (b) the **valuer** resigns, dies, or becomes unable to complete the valuation, then the parties may immediately appoint a replacement **valuer** in accordance with sub-clause 11.1.3.
- 11.2 The **valuer's** determination binds both parties.
- 11.3 The **landlord** and **tenant** must bear equally the **valuer's** fee for making the determination and if either pays more than half the fee, the difference may be recovered from the other.
- 11.4 Until the determination is made by the **valuer**, the **tenant** must continue to pay the same **rent** as before the **market review date**. Within 7 days of being informed of the **valuer's** determination, the parties must make any necessary adjustments.
- 11.5 If the **Act** does not apply, a delay in starting a market review does not prevent the review from taking place and being effective from the **market review date** but if the market review is started more than 12 months after the **market review date**, the review takes effect only from the date on which it is started.
- 12. FURTHER TERM(S)**
- 12.1 The **tenant** has an option to renew this lease for the further term or terms stated in **item 18** and the **landlord** must renew this lease for that further term or those further terms if -
- 12.1.1 there is no unremedied breach of this lease by the **tenant** of which the **landlord** has given the **tenant** written notice,
 - 12.1.2 the **tenant** has not persistently committed breaches of this lease of which the **landlord** has given written notice during the **term**, and
 - 12.1.3 the **tenant** has requested the renewal in writing not more than 6 months nor less than 3 months before the end of the **term**. The latest date for exercising the option is stated in **item 19**.
- 12.2 The renewed lease -
- 12.2.1 starts on the date after this lease ends,
 - 12.2.2 has a starting **rent** determined in accordance with clause 11, and
 - 12.2.3 must contain the same terms as this lease but with no option for renewal after the last option for a further term stated in **item 18** has been exercised.
- 12.3 If the **tenant** is a corporation and was required to provide directors' guarantees for this lease, the **tenant** must provide guarantees of its obligations under the renewed lease by its directors in the terms of clause 15.
- 13. SECURITY DEPOSIT**
- 13.1 The **tenant** must pay a security deposit to the **landlord** of the amount stated in **item 20** and must maintain the deposit at that amount.
- 13.2 Where the security deposit is invested in an interest bearing deposit, all interest accruing on it is treated as a supplementary payment of security deposit. When the **term** starts, the **tenant** must provide the **landlord** with the **tenant's** tax file number.
- 13.3 The **landlord** may use the deposit to make good the cost of remedying breaches of the **tenant's** obligations under this lease (or any of the events specified in clause 7.1) and the **tenant** must pay whatever further amount is required to bring the deposit back to the required level.
- 13.4 As soon as practicable after this lease has ended and the **tenant** has vacated the **premises** and performed all of its obligations under the lease, the **landlord** must refund the unused part of the deposit.
- 13.5 The **tenant** may, and if the **landlord** requires must, provide the security deposit by means of a guarantee by an ADI within the meaning of the *Banking Act 1959* (Cth).
- 13.6 If the freehold of the **premises** is transferred:
- 13.6.1 the **tenant** must provide a replacement guarantee in exchange for the existing guarantee if requested by the **landlord** in writing to do so, but the **landlord** must

- 13.6.2 pay the reasonable fees charged by the ADI for the issue of the replacement guarantee, and the landlord must transfer any security deposit held under this lease to the transferee.

14. NOTICES

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

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

- 15.1 The guarantor in consideration of the landlord having entered into this lease at the guarantor's request -
- 15.1.1 guarantees that the tenant will perform all its obligations under this lease for the term and any renewed term or terms and during any period of overholding after the end of the term,
 - 15.1.2 must pay on demand any amount which the landlord is entitled to recover from the tenant under this lease whether in respect of the term, any further term or further terms or any period of overholding, and
 - 15.1.3 indemnifies the landlord against all loss resulting from the landlord's having entered into this lease whether from the tenant's failure to perform its obligations under it or from this lease being or becoming unenforceable against the tenant and whether in respect of the term, any renewed term or terms or any period of overholding.
- 15.2 The liability of the guarantor will not be affected by -
- 15.2.1 the landlord granting the tenant or a guarantor time or any other indulgence, or agreeing not to sue the tenant or another guarantor,
 - 15.2.2 failure by any guarantor to sign this document,
 - 15.2.3 transfer (except in accordance with the Act, if the Act applies) or variation of this lease, but if this lease is transferred the guarantor's obligations, other than those which have already arisen, end when the term ends and do not continue into a term renewed by a new tenant nor a period of overholding by a new tenant,
 - 15.2.4 the fact that this lease is subsequently registered at the Land Registry or not registered, or, for any reason, is incapable of registration, or
 - 15.2.5 transfer of the freehold of the premises.
- 15.3 The guarantor agrees that -
- 15.3.1 the landlord may retain all money received including dividends from the tenant's bankrupt estate, and need allow the guarantor a reduction in its liability under this guarantee only to the extent of the amount received,
 - 15.3.2 the guarantor must not seek to recover money from the tenant to reimburse the guarantor for payments made to the landlord until the landlord has been paid in full,
 - 15.3.3 the guarantor must not prove in the bankruptcy or winding up of the tenant for any amount which the landlord has demanded from the guarantor, and
 - 15.3.4 the guarantor must pay the landlord all money which the landlord refunds to the tenant's liquidator or trustee in bankruptcy as preferential payments received from the tenant.
- 15.4 If any of the tenant's obligations are unenforceable against the tenant, then this clause is to operate as a separate indemnity and the guarantor indemnifies the landlord against all loss resulting from the landlord's inability to enforce performance of those obligations. The guarantor must pay the landlord the amount of the loss resulting from the unenforceability.
- 15.5 If there is more than one guarantor, this guarantee binds them separately, together and in any combination.

16. DISPUTE RESOLUTION

- 16.1 Unless the **Act** applies, if the words "The mediation procedure applies to this lease" are included in **Item 21**, the mediation procedure applies to this lease. In that event the parties must attempt to resolve any dispute by the mediation procedure, except disputes about -
- 16.1.1 unpaid **rent** and interest charged on it,
 - 16.1.2 review of **rent**, and
 - 16.1.3 a dispute to be resolved in another way prescribed by any other provision of this lease.
- 16.2 The mediation procedure is -
- 16.2.1 a party may start mediation by serving a mediation notice on the other party.
 - 16.2.2 the notice must state that a dispute has arisen and identify what the dispute is.
 - 16.2.3 the parties must jointly request appointment of a mediator. If the parties fail to agree on the appointment within 7 days of service of the mediation notice, either party may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator.
 - 16.2.4 once the mediator has accepted the appointment the parties must comply with the mediator's instructions.
 - 16.2.5 if the dispute is not resolved within 30 days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.
- 16.3 The mediator may fix the charges for the mediation which must be paid equally by the parties.
- 16.4 If the dispute is settled, all parties must sign the terms of agreement and these terms are binding on the parties.
- 16.5 The mediation is confidential and -
- 16.5.1 statements made by the mediator or the parties, and
 - 16.5.2 discussions between the participants to the mediation, before after or during the mediation,
- cannot be used in any legal proceedings.
- 16.6 It must be a term of the engagement of the mediator that the parties release the mediator from any court proceedings relating to this lease or the mediation.
- 16.7 The mediator is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party.
- 16.8 If the **Act** applies, so that a dispute must be referred to the Victorian Civil and Administrative Tribunal, the parties agree that each may be represented by a legal practitioner or legal practitioners of its choice.

17. GST

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

18. CONSUMER PRICE INDEX

- 18.1 On a **CPI review date**, the **rent** is adjusted by reference to the **Consumer Price Index** using the following formula -

$$AR = R \times \frac{CPIB}{CPIA}$$

- Where:
- "AR" means adjusted **rent**,
 - "R" means **rent** before adjustment,
 - "CPIB" means the **Consumer Price Index** number for the quarter immediately preceding the **CPI review date**, and

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

- 18.2 If CPIA is not published until after the **CPI review date**, the adjustment is made when it is published but the adjustment takes effect from the relevant **CPI review date**. In the meantime, the **tenant** must continue to pay the **rent** at the old rate and, when the adjustment is made, the **tenant** must immediately pay the shortfall or the **landlord** must immediately repay the excess, as the case may be.
- 18.3 If the base of the **Consumer Price Index** is changed between the two comparison dates an appropriate compensating adjustment must be made so that a common base is used.
- 18.4 Unless the **Act** applies and requires otherwise, if the **Consumer Price Index** is discontinued or suspended, then the calculation is to be made using whatever index is substituted for it. If no other index is substituted for it, the calculation is to be made using the index or calculation which the President of the Australian Property Institute, Victorian Division (acting as an expert and not as an arbitrator), determines is appropriate in the circumstances. This determination is binding.
- 18.5 Unless the **Act** applies, the adjustment is not made if it would result in a decrease in the **rent** payable.
19. **IF PREMISES ONLY PART OF THE LETTABLE AREA OF THE BUILDING**
- 19.1 If the **premises** are only a part of the **lettable area** of the **building**, the provisions of this clause apply.
- 19.2 The **landlord** -
- 19.2.1 may adopt whatever name it chooses for the **building** and change the name from time to time, and
- 19.2.2 reserves all proprietary rights to the name of the **building** and any logo adopted for the **building**.
- 19.3 The **landlord** reserves for itself the use of all external surfaces of the **building** and areas outside the **building**.
- 19.4 The **building**, **common areas** and **landlord's installations** remain under the absolute control of the **landlord** which may manage them and regulate their use as it considers appropriate. In particular the **landlord** has the right -
- 19.4.1 to close off the **common areas** as often as the **landlord** reasonably considers appropriate to prevent rights of way or user arising in favour of the public or third parties,
- 19.4.2 to exclude persons whose presence the **landlord** considers undesirable,
- 19.4.3 to grant easements over any parts of the **land** which do not materially and adversely affect the **tenant's** use,
- 19.4.4 to install, repair and replace, as necessary, the pipes and conduits necessary or desirable for the provision of services to the various parts of the **building**, and
- 19.4.5 to repair, renovate, alter or extend the **building** but, in doing so, the **landlord** must not cause more inconvenience to the **tenant** than is reasonable in the circumstances.
- If the **Act** applies, these rights may only be exercised in a manner consistent with the **Act**.
- 19.5 The **tenant** must not obstruct the **common areas** or use them for any purpose other than the purposes for which they were intended.
- 19.6 The **tenant** must comply with the **building rules**. The **landlord** may change the **building rules** from time to time and the **tenant** will be bound by a change when it receives written notice of it. The **landlord** must not adopt a **building rule** or change the **building rules** in a way that is inconsistent with this lease. To the extent that a **building rule** is inconsistent with this lease, the lease prevails.

20. ADDITIONAL PROVISIONS

Any additional provisions set out in Item 22 -

20.1 bind the parties, and

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

21. LANDLORD WARRANTY

The **landlord** warrants that clauses 1 to 20 appearing in this lease are identical to clauses 1 to 20 of the copyright Law Institute of Victoria Lease of Real Estate May 2009 Revision and that any modifications to them are set out as additional provisions in item 22.

Buninyong & District
Financial Services Limited



17 December, 2009

By Hand Delivery

Mr. Roger Edmunds
3 Longley Street
Alfredton 3350

Dear Mr. Edmunds

Construction of Community Bank Premises

I am pleased to advise that the minimum subscription investment in Buninyong & District Financial Services Limited (refer the Prospectus dated 19 August, 2009) has now been achieved, and that accordingly the proposed Buninyong & District Community Bank will proceed.

It is my duty & pleasure to advise that following a meeting of the Directors yesterday, I have been charged with the task of advising you that we have satisfied the Additional Provision 1 of the Lease executed by you with us.

Please accept this letter as due notification, and do not hesitate to contact Mr. Salathiel or myself should have any query in this regard.

We look forward to working with you on this project, and to a mutually rewarding outcome.

Yours Sincerely
Buninyong & District Financial Services Ltd

A handwritten signature in black ink, appearing to read "S Falconer", with a horizontal line underneath.

Steve Falconer
Company Secretary
Stephen.falconer@bigpond.com.au
5341-3096

Cc: Mr. I. Salathiel, Mr. P. Glare

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



COPYRIGHT
Law Institute of Victoria
(2004)

RENEWAL OF LEASE OF REAL ESTATE

(WITH GUARANTEE & INDEMNITY)

(Commercial Property)

Premises: 401B Warrenheip Street, Buninyong

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 .

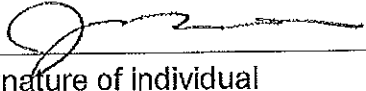
EXECUTED AS A DEED ON

DATE: 18/6/2015

EXECUTION & ATTESTATION:

LANDLORD

Signed, sealed and delivered by ROGER KEITH EDMUNDS in the presence of:	
<u>MAX, ZHANG</u>	Signature of individual
Signature of witness	
<u>MAX,</u>	
Name of witness (please print)	
Address:	
<u>Ste 5 - 20 Altona St</u>	
<u>WEST PERTH WA 6005</u>	

Signed, sealed and delivered by JONI MARIE EDMUNDS in the presence of:	
<u>MAX, ZHANG</u>	Signature of individual
Signature of witness	
<u>MAX</u>	
Name of witness (please print)	
Address:	
<u>Ste 5 - 20 Altona St</u>	
<u>WEST PERTH WA 6005</u>	

TENANT

EXECUTED by **BUNINYONG & DISTRICT FINANCIAL SERVICES LIMITED**
(A.C.N 137 673 388) in accordance with Section 127 of the Corporations Act 2001
by being signed by the persons whom are authorised to sign for the company:



Director

STEPHEN JOHN FALCONER

Full Name (please print)

901 LAL LAL ST BUNINYONG

Usual address



Director/Secretary

NEIL JOHN BLANCHARD

Full Name (please print)

603 CORNISH ST BUNINYONG

Usual address

13/6/2015

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 Leases** 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.

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	ROGER KEITH EDMUNDS & JONI MARIE EDMUNDS as Trustees of the R. K & J.M Edmunds Family Trust of Suite 4 - 20 Altona Street, West Perth Western Australia
Item 2 [Clause 1.1]	Tenant	BUNINYONG & DISTRICT FINANCIAL SERVICES LIMITED (A.C.N 137 673 388) of 18 Doveton Street North Ballarat, Victoria
Item 3 [Clause 1.1]	Guarantor	Not Applicable
Item 4 [Clause 1.1]	Original Lease	Dated: 28 August 2009
		Premises: 401B Warrenhelp Street Buninyong
Item 5 [Clause 1.1]	Term of the renewed lease	5 year(s) and (3) Months (2) weeks starting on 23 July 2015 (ending 7 October 2020)
Item 6 [Clause 1.1]	Rent	<p>(i) During the first year of the Term <u>DOLLARS</u> (\$35,688) per annum plus GST</p> <p>(ii) During each successive year respectively of the Term the Rent shall be increased by an amount to be determined annually in the manner set out in Clause 11 of the Original Lease</p>
Item 7 [Clause 6]	Number and duration of further term(s)	One (1) further term of five (5) years
	Latest Date for Exercising Option	7 August 2020

Item 8
[Clause 3.1]

Variations

8.1 The Landlord and the Tenant hereby covenant and agree that with effect on and from the Renewal Date, the Schedule to the Lease shall be varied as follows:

Item 22	Additional Provisions	Additional Provision 1, 2 ,3 ,4,5,12,13 are hereby deleted
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8.2 The Landlord and the Tenant hereby covenant and agree that the renewed term shall be amended to 5 year(s) and (3) Months (2) Weeks

Item 9
[Clause 5]

Additional Provisions:-

Not Applicable

DATED

2015

ROGER KEITH EDMUNDS
and
JONI MARIE EDMUNDS

VENDOR'S STATEMENT

Property
401b Warrenheip Street, Buninyong

BAIRD & MCGREGOR
Solicitors
9 Lydiard Street North
BALLARAT VIC 3350
DX 35042 BALLARAT
Tel: 03 5331 3100
Fax: 03 5304 4350
Ref: LNM:JB:42991

Due Diligence Checklist



What you need to know before buying a residential property

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