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CONTRACT OF SALE OF REAL ESTATE

282 CARRICK DRIVE, GLADSTONE PARK VIC 3043

Schedule 1

**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. 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.
8. The auctioneer of land at a public auction must, if asked to do so by a person attending the auction, indicate the person who made a bid before taking another bid.

Additional Rules

9. From the time the Property is knocked down to a bidder (“Purchaser”) then:
 - (a) even though the Vendor and the Purchaser have not yet signed a contract; and
 - (b) in consideration of the auctioneer ceasing to accept bids for any period and as an act of part performance.

there is a binding contract between the Vendor and the Purchaser on the terms of the contract and these auction rules and at the Price of the final bid (“Contract”).

After the Property is knocked down

10. At the time the Property is knocked down, the Purchaser must pay the Deposit to the Vendor’s Agent and sign the Contract.
11. If, within 15 minutes after the Property is knocked down, the Purchaser fails to pay the Deposit or to sign the Contract, the Vendor or the auctioneer may, at any time:
 - (a) end the Contract by notice to the Purchaser, which notice, despite any other term in the Contract, has immediate effect and is not required to be in writing; and
 - (b) sell the Property to another person upon whatever terms the Vendor thinks fit,

and the Purchaser has no right of action against the Vendor or the auctioneer.

12. General condition 8 and (except for the reference to time being of the essence of the Contract), condition 5 of the Statutory Conditions do not apply until the Purchaser pays the Deposit and signs the Contract.
13. In these auction rules, unless the contrary intention appears, words beginning with capital letters, and not defined in these auction rules, have the meanings given in the attached Contract.

Schedule 2

Regulation 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of the Vendor

The Vendor is the person who is selling the Property that is being auctioned.

Vendor bidding

The law of Victoria allows a Vendor to choose to have bids made on his or her behalf at a public auction of land. If a Vendor chooses to have bids made on his or her behalf at an auction:

- That the fact will be stated as the first rule applying to the auction;
- A bid on behalf of the vendor can only be made by the auctioneer;
- The auctioneer can only make such a bid if:
 - He or she declares before bidding starts that he or she is allowed to make bids on behalf of the Vendor and also states how he or she will indicate that he or she is making such a bid; and
 - He or she states immediately before, or in the process of, making such a bid that it is made on behalf of the Vendor.

The usual way for an auctioneer to indicate that he or she is making a bid on behalf of the Vendor is to say “Vendor bid” in making the bid.

What rules and conditions apply to the auction?

The law sets certain rules that are to apply at all public auctions of the land.

These rules are known as the “Schedule 1 Rules”. It is also possible that a Vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the Schedule rules or any other requirement imposed by the law. The additional conditions are usually contained in the contract of sale. If there are additional conditions, they also apply to the conduct of the auction in accordance with the law.

Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids:

- any person other than the auctioneer bidding on behalf of the Vendor;
- the auctioneer taking any other bid that he or she knows was made on behalf of the Vendor;
- the auctioneer acknowledging a bid on behalf of the Vendor;
- any person falsely claiming or falsely acknowledging that he or she made a bid; and
- an intending bidder or a person acting on behalf of an intending bidder from harassing or interfering;
- ing with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during the public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling-off period does not apply to public auctions of land

No cooling-off period applies to the Purchaser of a property made at or within 3 clear business days before or after a public auction of land.

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

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

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

.....

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

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

Print name(s) of person(s) signing: PETERSBURG PTY LTD (ACN: 058 736 048)

&

JOEL COREY PTY LTD (ACN: 619 771 103)

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: JASON REAL ESTATE

Address: 201C MELROSE DRIVE, TULLAMARINE VIC 3043

Email: commercial@jasonrealestate.com.au

Tel: Mob: 9304 1444

Ref: JASON SASSINE

Vendor

Name: PETERSBURG PTY LTD (ACN: 058 736 048) & JOEL COREY PTY LTD (ACN: 619 771 103)

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Davis Zucco Lawyers

Address: P.O. BOX 24401, MELBOURNE. VIC. 3001

Email: michelle@daviszucco.com

Tel: 03 9347 7911 Fax: DX:..... Ref: MT2412.....

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX:..... Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 08996 Folio 325	LOT 1993	PS095736

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

The land includes all fixed floor coverings, light fittings, window furnishings and all other fixtures and fittings of a permanent nature.

Property address

The address of the land is: **282 CARRICK DRIVE, GLADSTONE PARK VIC 3043**

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

.....

Payment

Price \$

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

Balance \$ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on / / 20.....

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

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

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

☒ a commercial lease for a term ending on 31 / 03 / 2027 with 1 option to renew, each of 3 years

AND

☒ a residential tenancy for a fixed term ending on 06 / 03 / 2026.

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

.....

(or another lender chosen by the purchaser)

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

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special conditions

Instructions: *It is recommended that when adding special conditions:*

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

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2[deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

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

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (a) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

- 19.2 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.3 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.4 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.5 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.7 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.8 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.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

SPECIAL CONDITIONS ("SC")

1. GENERAL CONDITIONS

The parties to the contract agree that if there is any inconsistency between the Special Conditions and the General Conditions of the Contract, the Special Conditions will prevail and have priority.

The General Conditions are amended as follows:

- (i) General Condition 12 is deleted.
- (ii) General Conditions 31.4, 31.5 and 31.6 are deleted.

2. PLANNING

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation or requirement made by any authority to control or restrict the use of land. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not be entitled to any compensation from the Vendor in respect thereof.

3. ENTIRE AGREEMENT AND NO REPRESENTATIONS

- 3.1 This Contract sets out all the terms and conditions of this sale and any representation or promise or warranty made prior to this Contract being executed which is not referred to herein or the Vendors Statement which may have been made for or on behalf of the Vendor is hereby withdrawn and shall not be relied upon by the Purchaser.
- 3.2 The Purchaser agrees that he is not relying upon any representation made by or on behalf of the Vendor to the Purchaser or representative of the Purchaser and that the Purchaser is relying upon his own enquires made before signing this Contract.

4. BUILDING AND GOODS

- 4.1 The Purchaser acknowledge and declares that he has purchased the property as a result of his own inspections and enquires of the property and all buildings and structures thereon and that the Purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the Vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-law otherwise provided or implied and it is agreed that the Purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state or repair and/or condition of any buildings or other structure on the property and any items or goods within the said buildings or structures.
- 4.2 The Purchaser acknowledge that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors Title and the Purchaser shall not claim any compensation whatsoever from the Vendor, not require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors.
- 4.3 The Purchaser acknowledge that he has inspected the chattels, fittings and appliances forming part of this Contract that he is aware of their condition and any deficiencies. The Purchaser shall not require the chattels to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

4.4 No failure of any buildings or improvement to comply with any planning or building legislation regulations or by-laws or any planning permit constitute a defect in the vendor's title or affects the validity of this contract.

4.5 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered under this clause.

5. TIME FOR SETTLEMENT

5.1 If there is requirement under this Contract to perform an obligation, in particular but not limited to payment of the Balance on the Settlement Date, that obligation must be performed by no later than 3:30pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the Purchaser, then the party who fails to perform that obligation by the stated time on the date shall be in default.

5.2 The Purchaser shall pay to the Vendor's representative the sum of \$165.00 for each change to the Settlement Date (or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request.

6. DEFAULT

6.1 General Condition 32 contained in Contract of Sale of Real Estate shall not apply to the Contract attached hereto and the following Special Condition shall apply in its stead:

6.2 A Purchaser who breaches this Contract must pay to the Vendor on demand:

- a. The full amount payable under the Contract attached hereto, whether due to be paid or not;
- b. Compensation for any reasonable foreseeable loss to the Vendor resulting from the breach; and
- c. Any interest due under the Contract attached hereto as a result of the breach.

6.3 The Purchaser agrees that the Vendor shall not be liable for any damages, costs or interest whatsoever or however arising, including but not limited to the costs of any Rescission Notice issued by the purchaser, any legal costs, default, interest, bank fees, accommodation costs, re settlement/re scheduling fees, removalist fees or cancellation fees. The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as result of the alteration of the due date as specified in the Contract, the Vendor will or may suffer the following reasonably foreseeable losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

- 6.3.1 All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property or business and interest charged on such bridging finance.
- 6.3.2 Interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement.
- 6.3.3 Accommodation and additional storage and removal expenses necessarily incurred by the Vendor.

- 6.3.4 Any additional legal costs and expenses occasioned by the default as between client and solicitor and client on an indemnity basis.
- 6.3.5 Penalties interest or charges payable by the Vendor to any third party as a result of any delay in the completion of the Vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
- 6.3.6 All commissions, fees and advertising expenses payable to the sellers Real Estate Agent.

6.4 The Purchaser agrees that the reasonable costs of each and every default is the sum of \$440.00 (inclusive of GST) together with further sum of \$850.00 (inclusive of GST) for each and every Default Notice prepared and served on the Purchaser or his representative. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the Vendor under this Contract or otherwise.

6.5 If the Purchaser defaults in payment of any money under this Contract the Purchaser shall pay to the Vendor interest at the rate being 6% higher than the Rate prescribed from time to time pursuant to Section 2 of the *Penalty Interest Rates Act 1983* computed daily on the money overdue during the period of default without prejudice to any other rights of the Vendor.

7. RESTRICTIONS

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are disclosed or not. The Purchasers accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.

8. NOMINATION

If the named Purchaser chooses to nominate a substitute or additional Purchaser, the named Purchaser shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this Contract and it shall be a condition precedent to such nominations that:

- a. The named Purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the Statement to the Vendor's representative.
- b. If the nominated Purchaser or one or more of them is an incorporated body, then the named Purchasers shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body.
- c. Execute any other documents required by the Vendor's solicitor including a new Contract of Sale.
- d. The nominated Purchaser shall reimburse the Vendor \$275.00 for costs incurred by their Solicitor in relation to the nomination.

9. AUCTION (if applicable)

The Deposit payable hereunder shall be ten per centum (10%) of the Purchaser Price, unless otherwise agreed in writing. If the Property is offered for sale by public auction, subject to the

Vendor's reserve price, the Rules for the conduct of the auction shall be as set out in the Schedules of the Sale of Land Regulations 2005 or any Rules prescribed by regulation which modify or replace those Rules

10 CERTIFICATES

- 10.1 The Purchaser agrees to provide a copy of all property certificates obtained by them to complete any adjustments and/or deductions against the Vendor.
- 10.2 The Vendor will not be obliged to provide payment directions until this condition has been complied with.
- 10.3 If no certificate was obtained to complete the adjustments and they are submitted on such basis, then the Purchaser will forfeit their right and/or ability to re-adjust after settlement has been completed.
- 10.4 This special condition will not merge on settlement.

11 FOREIGN INVESTMENT POLICY

- a. In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract the Purchaser hereby warrants that it has where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has received a statement of non-objection by the treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisitions and Takeovers Act 1975.
- b. The Purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this on this warranty when entering into this contract including any consequential loss.

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

To:

Purchaser/recipient:

Property address: _____

Lot no.: _____ **Plan of subdivision:** _____

[Cross out whichever is not applicable]

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

OR

~~The Purchaser/recipient is required to make a payment of the amount under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) as follows in relation to the supply of the above property:~~

~~Contract Price: _____ \$~~

~~Withholding amount: _____~~

~~Margin Scheme Applied: _____~~

~~The purchaser/recipient will be required to pay the withholding amount on or before the day of settlement, namely: _____~~

~~Vendor/supplier ABN: _____~~

From: Vendor/supplier:

Dated:

Signed: _____

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

GUARANTEE

I/We, _____ of _____
and _____ of _____

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named Vendor(s) selling to the within-named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said Vendor(s) and their assigns that if at any time default shall be made in payment of the deposit or residue of purchase money or interest or any other moneys payable by the Purchaser(s) to the Vendor(s) under the within Contract or in the performance or observance of any term or condition of the within Contract to be preformed or observed by the Purchaser(s) I/we will forthwith on demand by the Vendor(s) pay to the Vendor(s) the whole of the deposit money, residue of purchase money, interest or other moneys which shall then be due and payable to the Vendor(s) and hereby indemnify and agree to keep the Vendor(s) indemnified against all loss of deposit money, residue of purchase money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor(s) may incur by reason of any default on the part of the Purchaser(s). This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor(s) in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser(s) for any such payment performance or observance;
- (d) by reason of the Vendor(s) assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us, our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals the _____ day of _____ 202

SIGNED SEALED AND DELIVERED by the said _____)
_____)
in the presence of: _____)
_____witness

SIGNED SEALED AND DELIVERED by the said _____)
_____)
in the presence of: _____)
_____witness

Vendor Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked “+” below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser’s name or signature box. A corporation’s ACN or ABN should also be included

Delete as appropriate wherever an asterisk (*) appears. “Nil” may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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

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

The vendor may sign by electronic signature.

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

Land:	282 CARRICK DRIVE, GLADSTONE PARK VIC 3043
--------------	---

Vendor’s Name	PETERSBURG PTY LTD (ACN: 058 736 048)	Date
Vendor’s signature		
Vendor’s Name	JOEL COREY PTY LTD (ACN: 619 771 103)	Date
Vendor’s signature		

Purchaser’s Name		Date
Purchaser’s signature		
Purchaser’s Name		Date
Purchaser’s signature		

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1. FINANCIAL MATTERS

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

(a) ~~*Their total does not exceed:~~

_____OR

(b) *Are contained in the attached certificate/s.

_____OR

(c) ~~*Their amounts are:~~

Authority

Amount

Interest (if any)

\$
\$
\$
\$

(1)

\$
\$
\$
\$

(d) *There are NO amounts for which the purchaser may become liable as a consequence the sale of which the vendor might reasonably be expected to have knowledge¹, which is not include in items 1.1 (a), (b), or (c) above; other than any amounts described in this rectangular box – NOT APPLICABLE

\$

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

\$

To

NONE TO THE VENDORS KNOWLEDGE

Other particulars (including dates and times of payment(s):

1.3 Terms Contract

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

¹ Other than any GST payable in accordance with the contract.

NOT APPLICABLE

1.4 Sale Subject to Mortgage

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

NOT APPLICABLE

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No: 211
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: no date entered OR <input type="checkbox"/> Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

~~(a) Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land~~

~~OR~~

~~(b) *Particulars of any such policy in respect of any damage to or destruction of the land are as follows:~~

Name of insurance company:	
Type of policy:	Policy No.:
Expiry Date:	Amount insured:

~~2.2 Owner Builder~~

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

(a) ~~*Attached is a copy or extract of any policy of insurance required under the *Building Act 1993*.~~

OR

(b) ~~*Particulars of any required insurance under the *Building Act 1993* are as follows:~~

Name of insurance company:	
Policy No.:	Expiry Date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

(a) Is in the attached copies of title document/s.

OR

~~*Is as follows:~~

--

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

--

3.2 Road Access

*There is NO access to the property by road if the square is marked with an "X"

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

OR

~~*The required specified information is as follows:~~

(a) Name of planning
scheme

(b) Name of responsible
authority

(c) Zoning of the land

(d) Name of planning overlay

4. NOTICES

4.1 Notices, Order, Declaration, Report or Recommendation

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

~~*Are contained in the attached certificated and/or statements.~~

OR

*Are as follows:

NONE TO THE VENDORS KNOWLEDGE

4.2 Agricultural Chemicals

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

NOT APPLICABLE

4.3 Compulsory Acquisition

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

NOT APPLICABLE

5. BUILDING PERMITS

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

OR

~~*Are as follows:~~

6. OWNERS CORPORATION

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

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

OR

~~6.2 *Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owners Corporation Act 2006* and the copy documents specified in section (4)(b)(i) and (iii) of that Act.~~

OR

~~6.3 *The owners corporation is an inactive owners corporation.²~~

7. *GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) *The land is NOT to be transferred under the agreement unless the square box is marked with an “X” ☐
- (b) *The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an “X” ☐
- (c) *The land is NOT in respect of which a GAIC is imposed unless the square box is marked with an “X” ☐

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an “X” indicate that such a certificate or notice that is attached:

- (a) *Any certificate of release from liability to pay a GAIC ☐

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

- (b) *Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐
- (c) *Any certificate of exemption from liability to pay a GAIC ☐
- (d) *Any certificate of staged payment approval ☐
- (e) *Any certificate of no GAIC liability ☐
- (f) *Any notice providing evidence of the grant of a reduction of the whole part of the liability for a GAIC or an exemption from that liability ☐
- (g) *A GAIC certificate issued under Part (B of the Planning and Environment Act 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above ☐

8. SERVICES

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

☐ Electrical Supply ☐ Gas Supply ☐ Water Supply ☐ Sewerage ☐ Telephone Service

9. TITLE

Attached are copies of the following documents:

9.1 *(a) Registered Title

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

OR

~~*(b) General Law Title~~

~~The last conveyancing in the chain of title or other document which gives evidence of the vendor’s title to the land.~~

***9.2** Evidence of the vendor’s right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple)

NOT APPLICABLE

10. SUBDIVISION

10.1 Unregistered Subdivision

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

~~(a) *Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.~~

OR

~~(b) *Attached is a copy of the latest version of the plan of subdivision has not yet been certified.~~

10.2 Staged Subdivision

This section only 10.2 only applies if the land is a part of a subdivision within the meaning of section 37 of the *Subdivision Act* 1998.

- ~~(a) *Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.~~
- ~~(b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:~~

- ~~(c) The proposals relating to subsequent stages that are known to the vendor are as follows:~~

- ~~(d) The contents of any permit under the *Planning and Environment Act* 1987 authorising the staged subdivision are:~~

10.3 Further Plan of Subdivision

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

- ~~(a) *Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).~~

~~OR~~

- ~~(b) *Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).—~~

11. *DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

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

Details of any energy efficiency information required to be disclosed regarding a disclosure *Efficiency Disclosure Act* 2010 (Cth)

- (a) To be a building or party of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

- (b) Which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

~~*Are contained in the attached building energy efficiency certificate.~~

OR

~~*Are as follows:~~

--

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

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

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

(Attached is a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

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

Page 1 of 1

VOLUME 08996 FOLIO 325

Security no : 124129049335M
Produced 16/10/2025 12:49 PM

LAND DESCRIPTION

Lot 1993 on Plan of Subdivision 095736.
PARENT TITLE Volume 08551 Folio 749
Created by instrument LP095736 19/10/1973

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
PETERSBURG PTY LTD of 172 EDGEWATER BOULEVARD MARIBYRNONG VIC 3032
JOEL COREY PTY LTD of 46 WELLINGTON STREET FLEMINGTON VIC 3031
AQ368878L 20/10/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ368879J 20/10/2017
ING BANK (AUSTRALIA) LTD

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

DIAGRAM LOCATION

SEE LP095736 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: 282 CARRICK DRIVE GLADSTONE PARK VIC 3043

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	LP095736
Number of Pages (excluding this cover sheet)	1
Document Assembled	16/10/2025 12:49

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PLAN OF SUBDIVISION OF
PART OF CROWN PORTION 5
PARISH OF TULLAMARINE
COUNTY OF BOURKE
Measurements are in Feet & Inches
Conversion Factor
FEET X 0.3048 = METRES

V.8551 F.749

APPROPRIATIONS

BLUE : Drainage and Sewerage
BROWN : Way and Drainage

LP 95736

EDITION 1

PARISH/T-SHIP/CHART 7

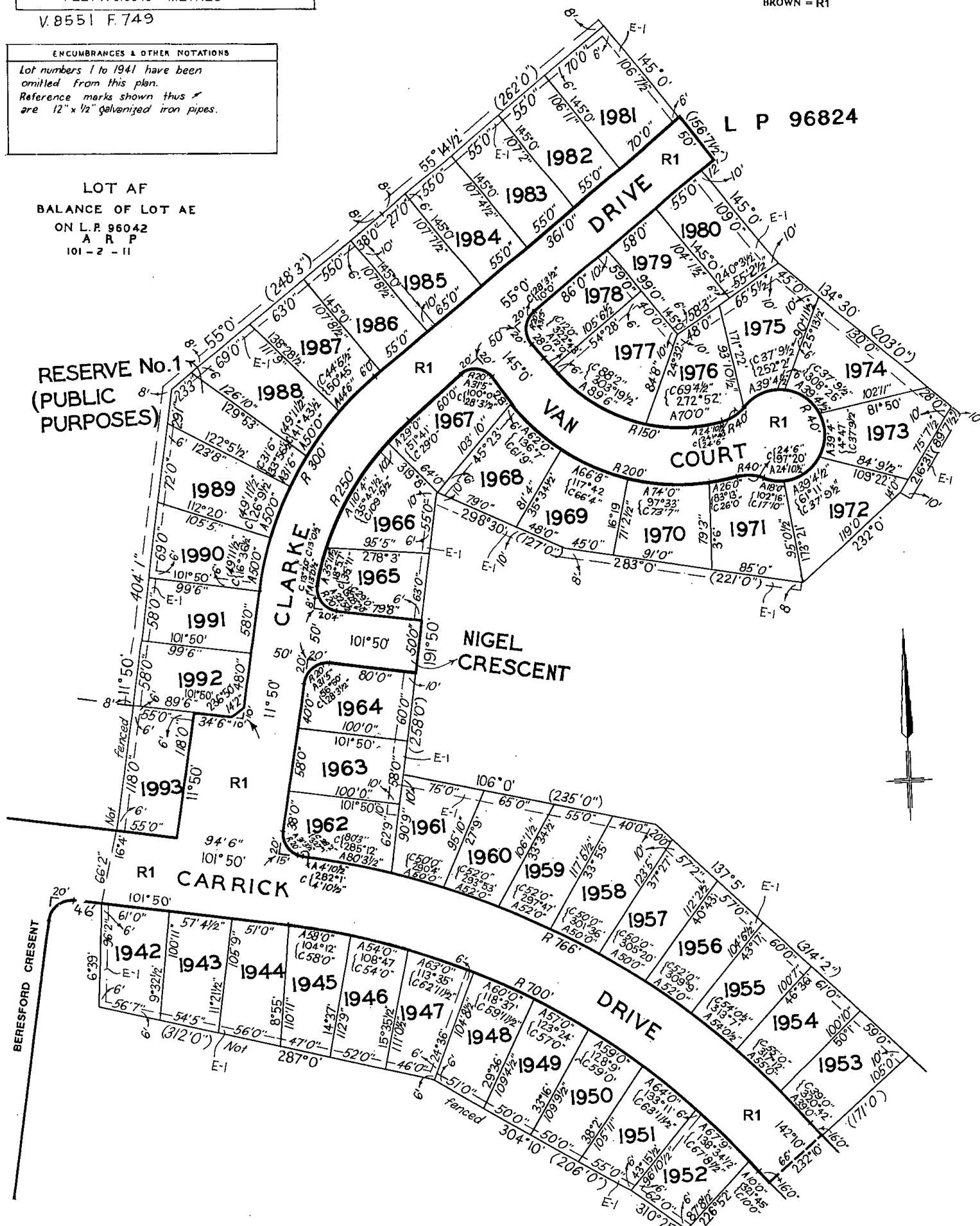
APPROVED 15/6/73
COLOUR CONVERSION
BLUE = E-1
BROWN = R1

ENCUMBRANCES & OTHER NOTATIONS

Lot numbers 1 to 1941 have been
omitted from this plan.
Reference marks shown thus
are 12" x 1/2" galvanized iron pipes.

LOT AF
BALANCE OF LOT AE
ON L.P. 96042
A R P
101-2-11

RESERVE No.1
(PUBLIC
PURPOSES)



Your rates and valuation notice

For the period 1 July 2025 to 30 June 2026

Enquiries: 03 9205 2200

Property Number: 504604

Payment Reference: 9274853

Date of issue: 08/08/2025

JOEL COREY PTY LTD &
PETERSBURG PTY LTD
C/- NICHOLSON REAL ESTATE
R1/21 BRUNSWICK RD
BRUNSWICK EAST VIC 3057



I069072
DLX8_9553



For emailed notices:
hume.enotices.com.au
Reference: 29874A80CW

Property details

282 CARRICK DR GLADSTONE PARK VIC 3043
Lot 1993 LP 95736 Vol 8996 Fol 325
Owner Details: JOEL COREY PTY LTD, PETERSBURG PTY LTD

Site Value

\$430,000

Capital Improved Value

\$710,000

Net Annual Value

\$44,500

Level of Value Date: 01/01/2025

Date Adopted for Rating Purposes: 01/07/2025

AVPCC: 211-Retail Premises
(multiple)

Council rates, charges and rebates

General Rate	0.0022749 x \$CIV	\$1,615.10
Kerbside Waste Charge	\$414.97 Kerbside	\$414.97
Public Waste Rate	0.000334518 x \$CIV	\$237.50

Total Council rates, charges and rebates **\$2,267.57**

State Government charges

Vic State Gov ESVF Commercial Fixed	\$275.00	\$275.00
Vic State Gov ESVF Commercial Variable	.001330 x \$ CIV	\$944.30

Total State Government charges **\$1,219.30**

Total amount due

\$3,486.87

How to pay



BPAY BPAY View Registration No: 9274853
Access Bpay via your internet banking
BILLER CODE: 12500
REF: 9274853



POST BILLPAY
BILLPAY CODE: 0862
REF: 9274853



*862 9274853



ONLINE OR PHONE
Call 13 18 16 or visit hume.vic.gov.au/pay



DIRECT DEBIT
Register online at hume.vic.gov.au/rates to
arrange automatic payment of your account



IN PERSON
Pay at your nearest Council Customer
Contact Centre in Broadmeadows,
Craigieburn or Sunbury or visit your
nearest Post Office.



MAIL
Send this slip with your cheque made
payable to: Hume City Council,
PO Box 119 Dallas 3047



16th October 2025

Davis Zucco C/- LANDATA
LANDATA

Dear Davis Zucco C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	282 CARRICK DRIVE GLADSTONE PARK 3043
Applicant	Davis Zucco C/- LANDATA LANDATA
Information Statement	30982259
Conveyancing Account Number	7959580000
Your Reference	mt2512joelcoreypl

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	282 CARRICK DRIVE GLADSTONE PARK 3043
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	282 CARRICK DRIVE GLADSTONE PARK 3043
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STATEMENT UNDER SECTION 158 WATER ACT 1989

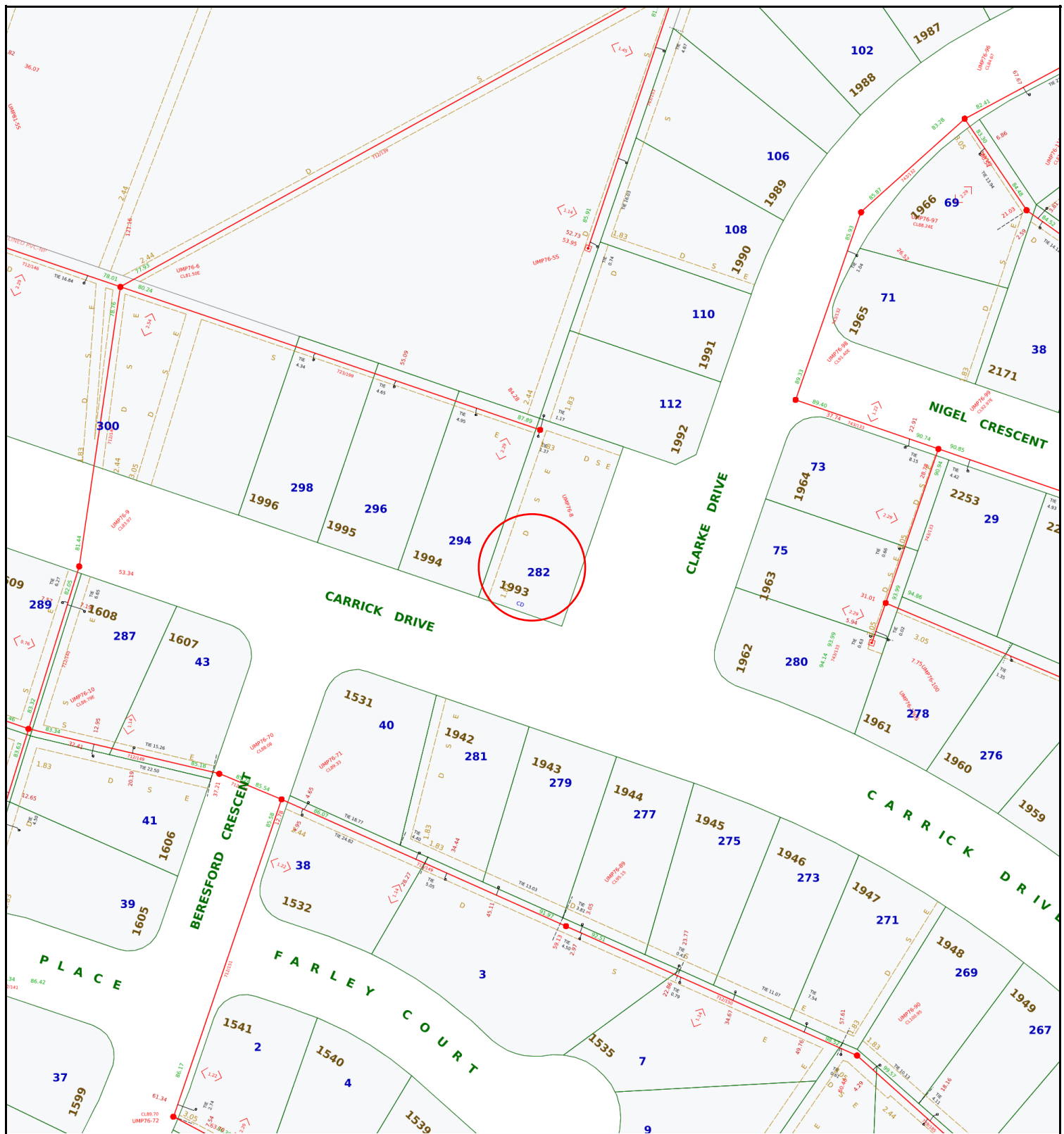
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water
Information Statement
Number: 30982259**

Address	282 CARRICK DRIVE GLADSTONE PARK 3043
Date	16/10/2025
Scale	1:1000



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

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

1st June 2021

Application ID: 499308

CONDITIONS OF CONNECTION

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

Approval Detail

Water

Required Services

Product	Qty
Std 20mm DW Meter & Installation (incl meter w/lock)	2

Multiple Lots

Number of Lots	2
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Conditions of Connection Details

GENERAL

In these conditions the terms,

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

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

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

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

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

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

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

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

WATER

- All internal plumbing to be disconnected from adjoining properties and diverted to new water service.
- Please note, you may still be liable for charges from the Owner's Corporation in relation to the private shared services as noted on your Owners Corporation Schedule. Yarra Valley Water is not responsible for Owners Corporation Schedules.
- If it is determined that the above and subsequent conditions have not been met it may result in future inaccurate billing, Yarra Valley Water will not be held responsible and any costs to be recovered will

be at the owner's expense.

Yarra Valley Water's Land Development Manual indicates the main meter currently servicing this development requires an upsize.

The addition of check meters may adversely affect the internal water supply flow rates. You have undertaken an assessment of the existing water service by an appropriately qualified plumber or hydraulic consultant.

As a result of this assessment, you have advised us that the existing service is of sufficient size. Yarra Valley Water's customer charter only guarantees water flow rates to the property boundary. Therefore if it is determined at a later date that internal water supply flow rates have been affected, it will be the responsibility of the owners or the responsible Owners Corporation to carry out any rectification works.

The cost of these works will also be the responsibility of the owners or the responsible Owners Corporation.

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

All water provided to the property must be metered. This development must have a main meter with individual meters for each dwelling/lot to be taken from this supply. If you are installing shared facilities within the development such as a swimming pool or a communal laundry, then a separate meter must also be installed at that facility.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tappings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Mondo on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Mondo.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

The plumber is required to tag all risers (meters) and the corresponding unit with the relevant unit number in order to allow tap audits to be carried out by Yarra Valley Water's contractor.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

Meter assemblies must adhere to Yarra Valley Water's metering technical drawings which can be found at www.yvw.com.au/help-advice/develop-build/plumbers/water-metering-and-servicing

The installation of pumps on any water service to boost pressure or fill storage tanks directly from a water main is prohibited. Pumps may only be installed on the outlets of storage tanks filled under mains pressure.

Backflow Prevention

A Backflow Prevention Device (BPD) for containment protection must be provided on the water supply connection to: all industrial/commercial properties regardless of the proposed water service size; all residential properties serviced by a 32mm or larger supply; any premises that require containment protection.

All properties that are assessed as medium /high hazard, regardless of water supply size, must have the correct hazard rating backflow device fitted at the time of connection.

The selection of the backflow prevention device and the installation shall be in accordance with the Plumbing Standards Regulations 1998 (Victoria). Please note: If in doubt of the hazard rating on your development/property, please refer to AS3500 Sec 4 or seek advice from a person licensed to install, or accredited to test BPD's.

The Owner must comply with all relevant laws and Australian Standards, including:

- Water Act 1989

- Plumbing Standards Regulations 1998 (Vic)
- AS/NZ 3500.1.2003 –Plumbing and drainage – Water services;
- AS 2845 – Water Supply – Mechanical Backflow Prevention devices.
- The Owner must not use any fire service installed at the Property for any purpose other than fighting fire.

The Owner must ensure that any BPD installed at the property boundary complies with, and is marked as complying with AS 2845.

The Owner must ensure that any BPD is installed by a person licensed to install and commission BPD's. The BPD must be installed at or near the Property's boundary; in a place which is easily accessible and which will prevent water in the BPD from freezing; in accordance with the manufacturer's instructions; and is commissioned by a licensed person when installed.

Where appropriate the owner must ensure that any BPD which is being installed is tested at least once in every year by a person accredited to test BPD's. Testing must be in accordance with the manufacturer's instructions and AS 2845.

The Owner must ensure that a report on commissioning the BPD and the results of each annual test are promptly sent to: Backflow Prevention Officer, Yarra Valley Water Corporation, Private Bag 1, Mitcham 3132 or e-mail backflow@yvw.com.au The Owner must also keep a record of the date and details of any maintenance work and each annual test and make that record available for inspection at the request of a representative of YVW.

AMENDMENTS

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

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

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

INDEMNITY

You must indemnify Yarra Valley Water against:

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

that the failure has been caused by our negligence.

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

You must pay us any costs we reasonably incur in:

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

Davis Zucco C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8106738891
Rate Certificate No: 30982259

Date of Issue: 16/10/2025
Your Ref: mt2512joelcoreypl

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
282 CARRICK DR, GLADSTONE PARK VIC 3043	1993\LP95736	1182041	Commercial

Agreement Type	Period	Charges	Outstanding
Commercial Water Service Charge	01-10-2025 to 31-12-2025	\$78.89	\$78.89
Commercial Water Usage Charge Estimated Average Daily Usage \$0.00	22-05-2025 to 19-08-2025	\$0.00	\$0.00
Commercial Sewer Service Charge	01-10-2025 to 31-12-2025	\$153.14	\$153.14
Commercial Sewer Disposal Charge Estimated Average Daily Usage \$0.00	22-05-2025 to 19-08-2025	\$0.00	\$0.00
Parks Fee	01-10-2025 to 31-12-2025	\$31.18	\$31.18
Drainage Fee	01-10-2025 to 31-12-2025	\$47.34	\$47.34

Other Charges:

Interest No interest applicable at this time

No further charges applicable to this property

Balance Brought Forward \$0.00

Total for This Property \$310.55



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/07/2025, Commercial Water Usage is billed 317.02 cents per kilolitre.
8. From 01/07/2025, Commercial Recycled Water Usage is billed 196.81 cents per kilolitre.
9. From 01/07/2025, Commercial Sewer Usage is calculated using the following equation: Water Usage (kl) x Discharge Factor x Price (cents/kl) 220.45 cents per kilolitre.
10. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 1182041

Address: 282 CARRICK DR, GLADSTONE PARK VIC 3043

Water Information Statement Number: 30982259

HOW TO PAY



Bill Code: 314567
Ref: 81067388916

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



DAVIS ZUCCO

Your Reference:	LD:78451244-013-3.MT2512JK
Certificate No:	93756286
Issue Date:	17 OCT 2025
Enquiries:	MXS26

Land Address:	282 CARRICK DRIVE GLADSTONE PARK VIC 3043				
Land Id	Lot	Plan	Volume	Folio	Tax Payable
6130669	1993	95736	8996	325	\$0.00

Vendor: PETERSBURG PTY LTD & JOEL COREY PTY LTD
Purchaser: DAVIS ZUCCO LAWYERS

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
J & S PILLIOS FAMILY TRUST	2025	\$390,000	\$3,388.50	\$0.00

Comments: Land Tax of \$3,388.50 has been assessed for 2025, an amount of \$3,388.50 has been paid.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$710,000
SITE VALUE (SV):	\$390,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 93756286

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,620.00

Taxable Value = \$390,000

Calculated as \$1,350 plus (\$390,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,100.00

Taxable Value = \$710,000

Calculated as \$710,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 93756286

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 93756286

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



DAVIS ZUCCO

Your Reference:	LD:78451244-013-3.mt2512joelco
Certificate No:	93756286
Issue Date:	17 OCT 2025
Enquires:	MXS26

Land Address: 282 CARRICK DRIVE GLADSTONE PARK VIC 3043					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
6130669	1993	95736	8996	325	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
211	N/A	N/A	N/A	The AVPCC allocated to the land indicates a qualifying use. The land may enter the reform if an entry transaction occurs in respect of the land.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$710,000
SITE VALUE:	\$390,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93756286

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



DAVIS ZUCCO

Your	LD:78451244-013-3.
Reference:	MT2512JOELCO
Certificate No:	93756286
Issue Date:	17 OCT 2025

Land Address: 282 CARRICK DRIVE GLADSTONE PARK VIC 3043

Lot	Plan	Volume	Folio
1993	95736	8996	325

Vendor: PETERSBURG PTY LTD & JOEL COREY PTY LTD
Purchaser: DAVIS ZUCCO LAWYERS

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 93756286

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p> <div><div><p>Billers Code: 416073 Ref: 93756286</p></div></div> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p> <div><div><p>Ref: 93756286</p></div></div> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Davis Zucco
Level 1/478 Albert Street
EAST MELBOURNE 3002

Client Reference: mt2512joelcoreypl

NO PROPOSALS. As at the 16th October 2025, 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®.

282 CARRICK DRIVE, GLADSTONE PARK 3043
CITY OF HUME

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: 16th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78451244 - 78451244124623
'mt2512joelcoreypl'

Created at 20 October 2025 01:24 PM

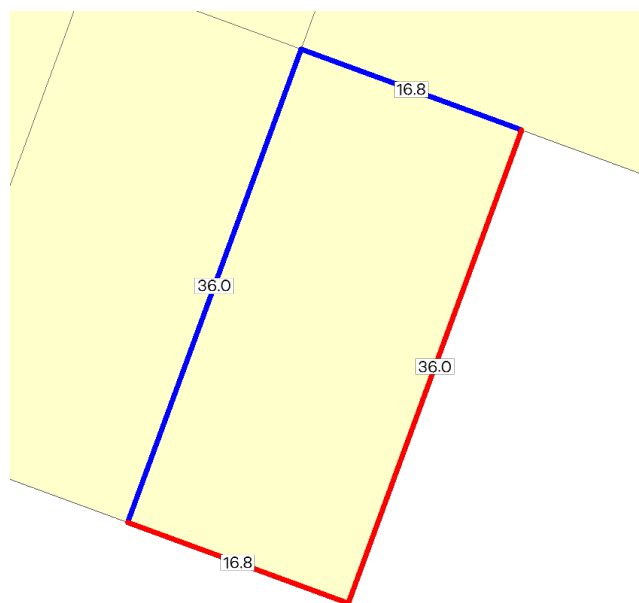
PROPERTY DETAILS

Address: **282 CARRICK DRIVE GLADSTONE PARK 3043**
Lot and Plan Number: **Lot 1993 LP95736**
Standard Parcel Identifier (SPI): **1993\LP95736**
Local Government Area (Council): **HUME**
Council Property Number: **504604**
Directory Reference: **Melway 6 B8**

www.hume.vic.gov.au

SITE DIMENSIONS

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



Area: 603 sq. m

Perimeter: 105 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SUNBURY**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 20 October 2025 01:25 PM

PROPERTY DETAILS

Address: **282 CARRICK DRIVE GLADSTONE PARK 3043**
Lot and Plan Number: **Lot 1993 LP95736**
Standard Parcel Identifier (SPI): **1993\LP95736**
Local Government Area (Council): **HUME**
Council Property Number: **504604**
Planning Scheme: **Hume**
Directory Reference: **Melway 6 B8**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SUNBURY**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

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

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

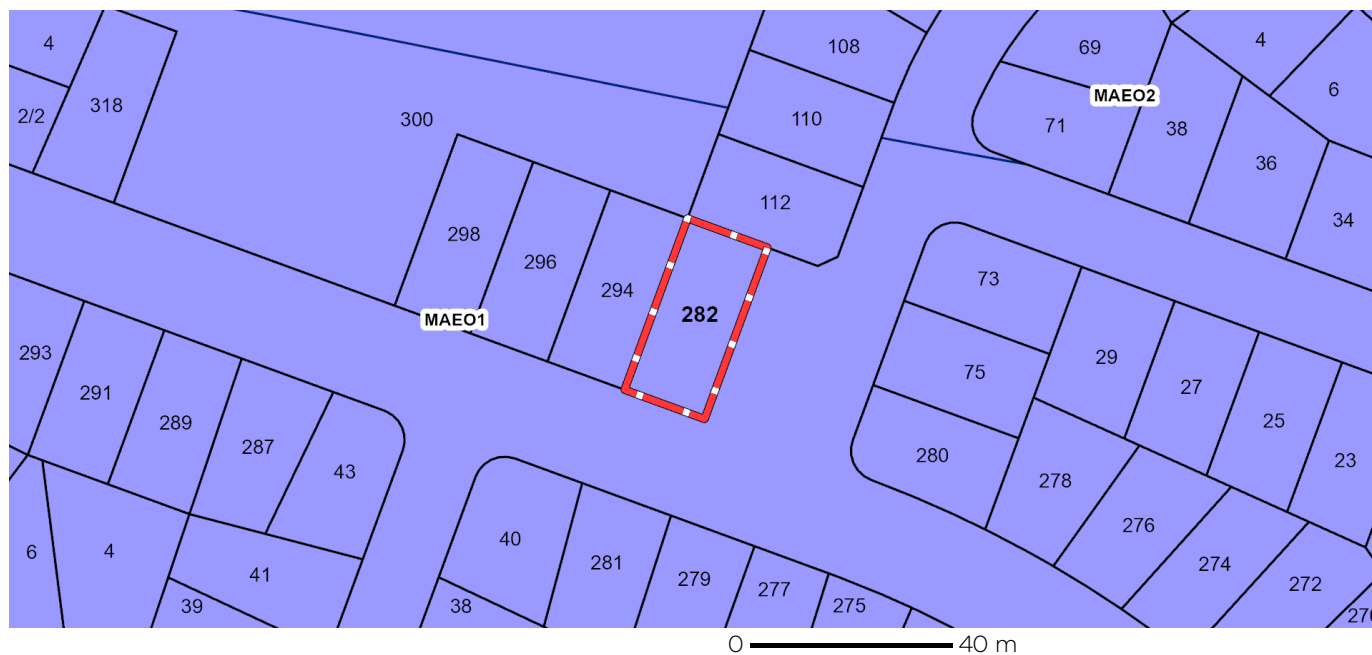
PLANNING PROPERTY REPORT: 282 CARRICK DRIVE GLADSTONE PARK 3043

Page 1 of 5

Planning Overlays

[MELBOURNE AIRPORT ENVIRONS OVERLAY \(MAEO\)](#)

[MELBOURNE AIRPORT ENVIRONS OVERLAY - SCHEDULE 1 \(MAEO1\)](#)



MAEO - Melbourne Airport Environs Overlay

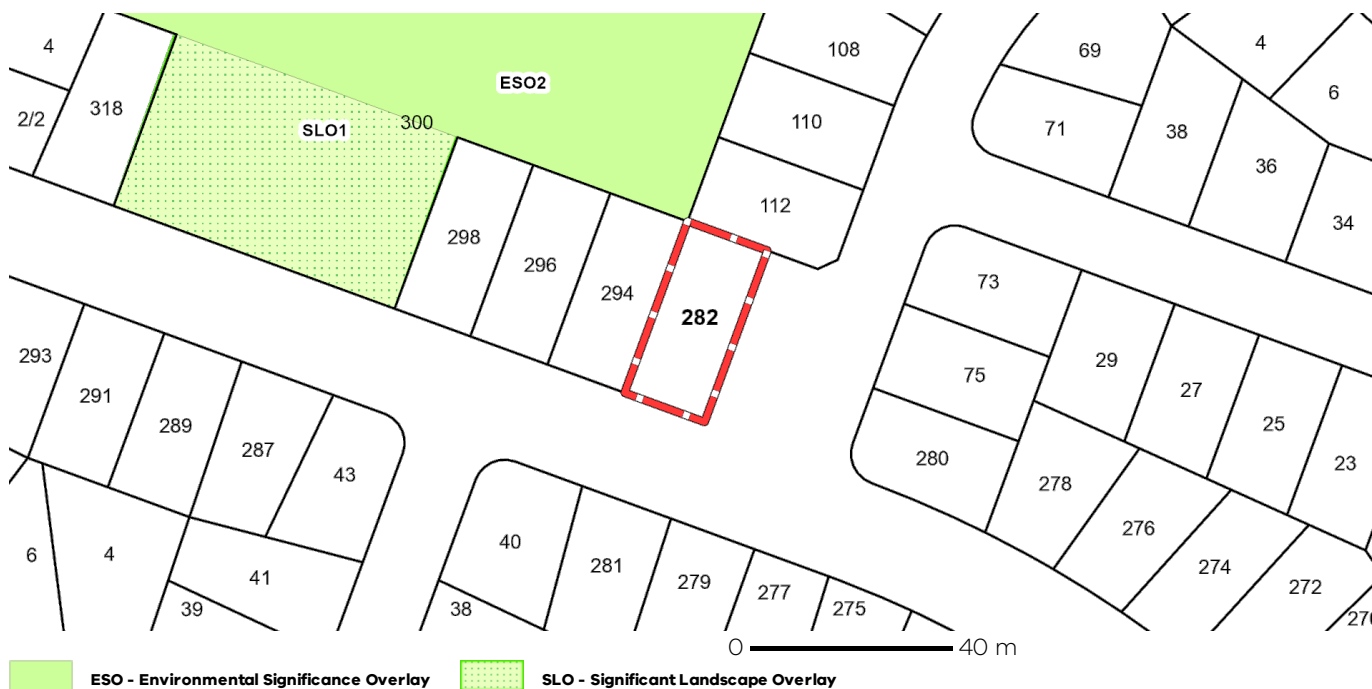
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)



ESO - Environmental Significance Overlay

SLO - Significant Landscape Overlay

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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 16 October 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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

Residential Tenancies Act 1997
(Section 26(1))

(Regulation 10(1))

RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS

This agreement is between the residential rental provider (rental provider) and the renter listed on this form. Rental providers must use this form for a fixed term residential rental agreement of no more than 5 years or a periodic residential rental agreement in writing.

PART A—GENERAL**1. DATE OF AGREEMENT**

This is the date the agreement is signed

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. PREMISES LET BY RENTAL PROVIDER

Address of premises

2/282 Carrick Drive, Gladstone Park, Vic 3043

3. RENTAL PROVIDER'S DETAILS

Full name or company name of rental provider:
Estate (Sales) Pty Ltd

Joel Corey Pty Ltd & Petersburg Pty Ltd C/-Jason Real

Address:

201B Melrose Drive TULLAMARINE VIC 3043

Phone number:

03 9338 6411

ACN:

Email address:

tiffany@jasonrealestate.com.au

RENTAL PROVIDER'S AGENT DETAILS

Full name:

Jason Real Estate (Sales) Pty Ltd

Address:

201B Melrose Drive TULLAMARINE VIC 3043

Phone number:

(03) 9338 6411

ACN:

66 139 745 323

Email address:

contact@jasonrealestate.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. RENTER DETAILS

Each renter that is party to the agreement must provide their details here.

Residential Rental Agreement®

Full name of renter: **Heba Chekh**
 Current Address: **2 Wichill Close, Greenvale, VIC 3059**
 Phone number: **0437 996 706**
 Email address: **Hiba.alsheikh@hotmail.com**
 Full name of renter: **Nassif Makhoul**
 Current Address: **2 Wichill Close, Greenvale, VIC 3059**
 Phone number: **0499 685 536**
 Email address: **Nassifmakhoul44@gmail.com**
 Full name of renter: **Nour Makhoul**
 Current Address: **2 Wichill Close, Greenvale, VIC 3059**
 Phone number: **0428 969 792**
 Email address: **Nmakhoul18@gmail.com**

5. LENGTH OF AGREEMENT

☒ Fixed term agreement

Start date: **07th** day of **March**, 2025
 (this is the date the agreement starts and you may move in)

End date: **06th** day of **March**, 2026

☐ Periodic agreement (monthly)

Start date: _____ day of _____, 20____

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

6. RENT

The rent amount is (\$) **1,777.00**
 (payable in advance)

To be paid per:
 (tick one box only)

☐ week ☐ fortnight ☒ calendar month

Day rent is to be paid
 (e.g. each Thursday or the 11th of each month)

7th day of every month

Date first rent payment due

07 / 03 / 2025

7. BOND

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may

- email the RTBA at rtba@justice.vic.gov.au; or
- call the RTBA on 1300 137 164.

Bond amount (\$)	1,777.00
Date bond payment due	07 / 03 / 2025

PART B – STANDARD TERMS**8. RENTAL PROVIDER'S PREFERRED METHODS OF PAYMENT**

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

Payment Method : **Direct Debit**

Payment Details : **7th Day of Every Month**

Residential Rental Agreement[©]

9. SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHODS

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?
The rental provider must complete this section before giving the agreement to the renter.

(rental provider to tick as appropriate)

The RENTAL PROVIDER: **Joel Corey Pty Ltd & Petersburg Pty Ltd C/-Jason Real Estate (Sales) Pty Ltd**

☒ Yes, at this email address: **tiffany@jasonrealestate.com.au**

☐ No.

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?
(rental provider to tick as appropriate)

The RENTER: **Heba Chekh**

☒ Yes, at this email address: **Hiba.alsheikh@hotmail.com**

☐ No.

The RENTER: **Nassif Makhoul**

☒ Yes, at this email address: **Nassifmakhoul44@gmail.com**

☐ No.

The RENTER: **Nour Makhoul**

☒ Yes, at this email address: **Nmakhoul18@gmail.com**

☐ No.

(The option to consent should be provided to each renter who is a party to the agreement)

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10. URGENT REPAIRS

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair

(rental provider to insert details)

Emergency contact name: **Tiffany Luu**

Emergency contact phone: **(03) 9338 6411 / 0447 880 921**

Emergency contact email: **contact@jasonrealestate.com.au**

11. PROFESSIONAL CLEANING

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless—

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. OWNERS CORPORATION

Do owners corporation rules apply to the premises? (rental provider to tick as appropriate)

☒ YES

☐ NO

If yes, the rental provider must attach a copy of the rules to this agreement.

13. CONDITION REPORT

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

☐ The condition report has been provided.

☒ The condition report will be provided to the renter on or before the date the agreement starts.

PART C - SAFETY-RELATED ACTIVITIES

14. ELECTRICAL SAFETY CHECKS

Residential Rental Agreement®

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15. GAS SAFETY ACTIVITIES

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

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16. SMOKE ALARM SAFETY ACTIVITIES

- (a) The rental provider must ensure that—
- (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing—
- (i) information about how each smoke alarm in the rented premises operates;
 - (ii) information about how to test each smoke alarm in the rented premises;
 - (iii) information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.
Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17. SWIMMING POOL BARRIER SAFETY ACTIVITIES

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

18. RELOCATABLE SWIMMING POOL SAFETY ACTIVITIES

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.
Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19. BUSHFIRE PRONE AREA ACTIVITIES

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Residential Rental Agreement[®]

PART D - RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the Act. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.
For more information, visit consumer.vic.gov.au/renting.

20. USE OF THE PREMISES

The renter—

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. CONDITION OF THE PREMISES

The rental provider—

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the Agreement.

The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. MODIFICATIONS

The renter—

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. LOCKS

The rental provider must ensure the premises—

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and

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- meets the rental minimum standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

The renter must obtain consent from the rental provider to change a lock in the master key system.

The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under—

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

24. REPAIRS

Only a suitably qualified person may do repairs—both urgent and non-urgent.

25. URGENT REPAIRS

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. NON-URGENT REPAIRS

The renter must notify the rental provider, in writing, as soon as practicable of—

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

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27. ASSIGNMENT OR SUB-LETTING

The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider—

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. RENT

The rental provider must give the renter at least 60 days written notice of a proposed rent increase.
The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. ACCESS AND ENTRY

The rental provider may enter the premises—

- at any time, if the renter has agreed within the last 7 days; and
- to do an inspection, but not more than once every 6 months; and
- to comply with the rental provider's duties under the Act; and
- to show the premises or conduct an open inspection to sell, rent or value the premises; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the renter has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure.

The renter is entitled to a set amount of compensation for each sales inspection.

30. PETS

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

PART E - ADDITIONAL TERMS

31. ADDITIONAL TERMS (IF ANY)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

31.1 Meanings in these additional terms

31.1.1 In these additional terms "I", "me", or "my", are used to describe the rental provider and "you" or "your", the renter. The descriptions apply even if there is more than one rental provider or renter.

31.1.2 *Important advice about "writing". In these additional terms the word "writing" means all ways of

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representing or reproducing words, figures, or symbols in a visible form, unless a form prescribed by the Residential Tenancies Act or Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter.

- 31.1.3** Before you use an electronic means to send a message or document to me check clause 9.1 to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 9.1 or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.
- 31.2 Other use of the rented premises**
- 31.2.1** You must use the premises primarily as your home. If you also want to use them for some ancillary purpose – for example, as an office for your business, as a rooming house, for short term accommodation, or to provide services to clients visiting the premises, you must ask me in *writing for permission beforehand. Before I decide I may ask you to provide reasonable information about the proposed use, including any proposed alterations to the premises, and if I give my permission, I may ask you to comply with reasonable conditions. Before the rental agreement ends you must also comply with section 64(2) of the Residential Tenancies Act. You cannot use an SMS message to ask me for my permission.
- 31.2.2** Use of the rental premises primarily as a home does not include:
- the storage of flammable liquids or gases apart from in small quantities for normal domestic use,
 - the service or repair of a vehicle or boat of any description except for routine minor maintenance,
 - disposal on the premises, including the land, of any liquid fuels, oils, tyres, paints, or other polluting substances.
- 31.3 Storage and removal of waste and rubbish**
- 31.3.1** You must store rubbish and waste in appropriate containers with close fitting lids.
- 31.3.2** If a place or places are provided for rubbish and waste containers you will keep them there.
- 31.3.3** You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 31.3.4** The only waste containers the Rental Tenancies Regulations require me to provide are a rubbish bin and a recycling bin which are provided by the local council, or which are vermin proof and compatible with local council collection.
- 31.4 My insurance on the premises**
- 31.4.1** If I provide you with a copy of my insurance policy for the rented premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased, unless you are entitled to do so by the Residential Tenancies Act 1997 or some other legislation.
- 31.4.2** If it is found you are liable to compensate or reimburse me for damage to any part of the premises, and I recover part or all of the loss I have suffered by making a successful claim on my insurance, you will only be liable to reimburse me for that part of your liability which is not covered by the amount I recover from my insurance.
- 31.4.3** My insurance policy does not cover your goods and personal belongings against theft, loss, or damage. If you wish to insure your goods and personal belongings against theft, loss, or damage it is your responsibility to do so.
- 31.5 Locks (see clause 23) and alarms**
- 31.5.1** Key of a lock means a device or information normally used to operate the lock.
- 31.5.2** Lock means a device for securing a door or window or other part of the premises.
- 31.5.3** Master key system means a set of locks in which each lock or subset of locks has a unique key, and one single key or master key can operate all the locks in the set.
- 31.5.4** You may change locks at the rented premises but only if you install replacement locks that will not be capable of being operated by the keys already provided and will instead be operated by new keys. Any

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change of locks must not breach the minimum standards for locks contained in the Residential Tenancies Act and Regulations.

- 31.5.5 If the lock is keyed alike with other locks in the premises and you make a change to the keying of any of those locks, you must change all the keyed alike locks so that they can continue to be operated by one key.
- 31.5.6 If you change the locks, you must purchase the same number of keys as were supplied to you at the commencement of the tenancy and supply them to me or my managing agent at the end of the tenancy. In addition, you must give to me or my managing agent duplicates of the new key/s as soon as practicable and preferable within one business day of changing the locks.
- 31.5.7 You may change the code of an alarm at the rented premises.
- 31.5.8 If you change the code or install an alarm system you must tell me or my managing agent in *writing of the code as soon as practicable and preferable within one business day of the change or installation. You cannot use and SMS message to tell me of the new code.
- 31.6 **Defects (see clauses 25 and 26)**
- 31.6.1 When you become aware of a defect at the rented premises that may injure someone or cause damage you must, in addition to telling me or my managing agent as soon as possible, take reasonable action to avoid risk of injury to yourself or anybody else and to prevent further damage.
- 31.7 **Light globes, fluorescent tubes, and LED lights**
- 31.7.1 At the commencement of the rental agreement light globes, fluorescent tubes and LED lights will be in working order. If on taking possession of the rental premises you find this to not be the case, you must notify me or my managing agent as soon as possible so that the problem may be rectified at my expense.
- 31.7.2 During the rental agreement you must replace any light globes, fluorescent tubes, starters, and LED lights that cease to function, unless it has ceased to function due to actions taken by me, my managing agent, or my contractor. The requirement for you to replace LED lights does not extend to instances where the light fitting needs to be replaced, because as with other faulty light fittings, their replacement is my responsibility.
- 31.7.3 If for whatever reason you cannot personally fulfil your obligations, you may at your expense engage a suitable contractor to complete the tasks.
- 31.8 **Sewers and septic systems**
- 31.8.1 Things that may cause a blockage must not be placed into the sewerage or septic system, in addition to the toilet/s this includes drainage from the kitchen, laundry and bathroom/s. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of toilet paper, paper towel, tampons, sanitary pads, continence pads, wipes, cooking fats and oils, and food waste. This is not a complete list and has been provided as a guide only.
- 31.8.2 When you become aware to a blockage or defect in the sewerage of septic system you must tell me or my managing agent as soon as possible, preferably within 24 hours, even if you, or anyone you have allowed to come on to the rented premises, including me or my managing agent or my contractor, caused it.
- 31.8.3 If you, or anyone you have allowed to come on to the rented premises negligently or intentionally causes a blockage or defect in the sewerage or septic system you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor caused the blockage or defect.
- 31.9 **Gardens and land**
- 31.9.1 If under this rental agreement you are provided with, in addition to the built structures, gardens or land as part of the premises, you must unless otherwise agreed in writing, maintain them in a reasonably clean condition and free from damage apart from fair wear and tear.
- 31.9.2 These are examples of things you may need to do to care for the garden and land: mow grass; water subject to water restrictions, as and when required; remove weeds; rake up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs flowers and other plants; and as far as reasonably possible keep the garden free of pests and vermin. In bushfire prone areas you must take reasonable action to minimise

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the fuel load on the land during the fire season. This is not a complete list of things you may need to do. I have provided the examples as a guide only. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.

- 31.9.3 You must make a request in *writing for my permission if you wish to remove any plants apart from weeds, or if you wish to change the layout of garden beds, grassed areas, paved areas and so on. The request must not be made by SMS message.
- 31.9.4 You must make a request in *writing for my permission if you wish to plant any trees, shrubs, or vines, apart from those that form part of a vegetable or herb garden. The request must not be made by SMS message.
- 31.9.5 You must not dispose of any polluting or toxic substance on the land.
- 31.10 **Mould**
- 31.10.1 You should take all reasonable steps to prevent the development of mould (fungi) in the rented premises. These steps include but are not limited to; ventilating the premises by use of exhaust fans and openable windows provided, particularly if you need to dry washing inside the premises; using an appropriate household cleaner to regularly clean surfaces on which condensation forms; and preventing window furnishings, furniture and clothes being in contact with surfaces on which condensation forms.
- 31.10.2 If you see signs of mould in the premises you must notify me or my managing agent as soon as possible.
- 31.10.3 If the mould has developed due to a fault, such as a leak in the premises, or is related to the building structure I will arrange for it to be rectified and the mould treated. In the meantime, you should take all reasonable steps to avoid exposure to the mould.
- 31.11 **You cannot use your bond to pay rent**
- 31.11.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent for the premises on the ground you intend to regard the bond as rent paid and it allows VCAT to impose a penalty if satisfied a breach of the bond requirements has occurred.
- 31.12 **'To Let', 'Auction', 'For Sale' etc signs at the rented premises**
- 31.12.1 You will allow me, or my managing agent, to put up a sign on the rented premises during the final month of the rental agreement indicating the premises will be available for renting. The sign will be positioned so as not to interfere with your use of the rented premises.
- 31.12.2 You will allow me or my estate agent to put up a sign on the premises at any time indicating that it is available to be purchased. The sign will be positioned so as not to interfere with your use of the rented premises.
- 31.13 **Assigning, subletting, or abandoning the rented premises (see clause 27)**
- 31.13.1 If during the period of the rental agreement the people in occupation of the rented premises are to change you must notify or my managing agent as soon as possible after you become aware the change is to happen, or has happened, preferably within 24 hours and ask me or my managing agent in *writing for permission to assign your rental agreement or sub-let the rental premises. Neither I nor my managing agent will unreasonably withhold permission. You cannot use an SMS message to ask me or my managing agent for permission.
- 31.13.2 If the rental agreement is assigned to a new renter or combination of renters, even if some are continuing, I may require you to reimburse me for my reasonable expenses incurred due to the assignment. These expenses will be calculated according to the following:

See Additional Terms

- 31.13.3 If you assign or sublet the rental premises without obtaining written permission beforehand and I terminate your rental agreement, or if you abandon the rental premises, I may ask you to reimburse me for expenses I incur in reletting. If I do this the expenses will be calculated according to the following formula:

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See Additional Terms

- 31.13.4** My managing agent cannot require payment from you, however they can on my behalf require you to reimburse me for expenses I incur.
- 31.14 Leaving the premises at the end of the fixed term (see clause 5)**
- 31.14.1** If you intend to leave the rental premises at the end of the fixed term on this agreement you need to tell me or my managing agent about your intention at least 28 days before the fixed term comes to an end, or 14 days before the fixed term comes to an end if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.
- 31.14.2** You must tell me or my managing agent about your intention to leave in *writing by giving notice in a form which is not an SMS message.
- 31.14.3** You must return all the keys and any key cards and remote controls to me or my managing agent when you leave the rented premises.
- 31.14.4** You must continue to pay rent to me or my managing agent until the end of the fixed term; or to and including the day on which you return all the keys, key cards and remote controls to me or my managing agent if it is after the end of the fixed term. If, with your agreement, the premises are relet from a date before the end of fixed term and you return the keys etc before that date you will only be required to pay rent to and including the day before the new rental agreement commences.
- 31.15 Leaving the premises after the fixed term ends**
- 31.15.1** If you remain in occupation of the rental premises after the fixed term of this agreement ends and you do not enter into a new fixed term agreement with me, you must tell me or my managing agent of your intention to leave specifying a date not less than 28 days after the date you tell me or my managing agent, or 14 days if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.
- 31.15.2** You must tell me, or my managing agent, about your intention to leave in *writing in a form that is not an SMS message.
- 31.16 Receipt of condition report /statement of rights and duties**
- 31.16.1** You acknowledge, before you took occupation of the rented premises, you received from me or my managing agent:
- two copies of a condition report signed by me or my managing agent, and
 - a written guide "Renting a home: a guide for tenants" as authorised and published by the Victorian government setting out my rights and duties as a rental provider and your rights and duties as a renter. If you consented to receiving notices electronically this guide may be provided to you electronically.
- 31.17 Rental provider's signature**
- 31.17.1** I may authorise my managing agent to sign this rental agreement on my behalf. In the event you and I (or my managing agent acting on my behalf) have agreed that you will rent the rented premises on the terms set out in this document or we have conducted ourselves in such a way as to imply that this was the case, the terms of this rental agreement will be binding even if, through an oversight, a party has neglected to sign it. The Residential Tenancies Act 1997 provides the following definition of a residential rental agreement in section 5:
- "residential rental agreement means an agreement, whether or not in writing and whether express or implied, under which a person lets premises as a residence (but does not include an SDA residency agreement) and includes a fixed term residential rental agreement and a periodic residential rental agreement;"
- SDA means Specialist Disability Accommodation.
- 31.18 Modifications (see clause 22)**
- 31.18.1** If you make any modification that does not require my consent you must notify me that you intend to make that modification along with a description of the modification at least 48 hours before making the modification.
- 31.18.2** If you intend to install non-permanent window film for insulation, reduced heat transfer or privacy or install

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security lights, alarm systems or security cameras, I may require you to engage a suitably qualified person to carry out the work.

- 31.18.3** If you intend to replace curtains you must inform me of where and the manner in which you intend to store the original curtains.

31.19 Rent Increases

The rent amount will increase to (\$) _____ calculated as:

☐ %

☐ CPI

☐ Other _____

The date the first payment at the increased rate is due is ____ / ____ / 20 ____

Pay period: ☐ Weekly ☐ Fortnightly ☐ Monthly

The day rent is to be paid : _____

(e.g. each Thursday or the 11th of each month)

31.20 Urgent Repairs

The agent ~~can~~ / ~~cannot~~ authorise urgent repairs (strike out inapplicable)

If the agent can authorise repairs, the maximum amount for repairs which the agent can authorise is (\$) **3,000.00**

Emergency facsimile: 03 9338 6411 contact@jasonrealestate.com.au

Additional Items

1 The RENTER/S acknowledges; that the bond paid under the agreement has been forwarded in accordance with the requirements of the Residential Tenancies Act 1997 with the RESIDENTIAL TENANCIES BOND AUTHORITY and that the refund of the bond can only be achieved by all tenants signing and lodging a bond claim form with the the RESIDENTIAL TENANCIES BOND AUTHORITY

2 The RENTER/S acknowledges; that the bond money paid is held as a bond against the tenant not carrying out the conditions of the lease agreement and not vacating the property in good clean condition. The tenant further understands and acknowledges that under the Residential Tenancies Act 1997, that the bond is not to be used as any part of rent owing.

3 The RENTER/S acknowledges; having being advised that all rental charges are paid by Direct Debit and further acknowledges having read the Direct Debit Service Agreement. The RENTER/S agrees to the terms and conditions of the Direct Debit Service Agreement and understands that rental charges are at all times must be paid in advance and in full as agreed and stated in the lease. Tenants understand and agree to pay our office a \$30.00 dishonour/administration fee for any payment that is returned to our office as a dishonor payment.

4 The RENTAL PROVIDER and the RENTER/S mutually agree that the RENTER/S will not smoke inside the property. At the final inspection of the property and the end of tenancy if the RENTAL PROVIDER or RENTAL PROVIDER'S AGENT believes that the smoking has impregnated the fittings of the property, the RENTER/S agrees that the curtains/blinds will be dry cleaned and the carpets will be steam cleaned and where necessary the walls will be washed down at the RENTER/S expense.

5 The RENTAL PROVIDER acknowledges the RENTER/S right to change the locks at the rental property; providing a duplicate key is given to the RENTAL PROVIDER or THEIR AGENT. The RENTER/S acknowledges; that whilst all due care and attention has been taken, the RENTAL PROVIDER cannot guarantee that all keys to the property were returned by the previous occupants. To ensure total security, it is our recommendation that the barrels in all locks be replaced. The cost of any lock change will be the RENTER'S responsibility.

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6 The RENTER acknowledges and agrees to accept full responsibility to any damage arising from installing picture hooks on the walls and agree to pay any and all expenses arising from any repairs requiring to restore the walls to their original condition. The RENTER also acknowledges and agrees that the RENTER will take into consideration and be reasonable in the number of picture hooks installed. The RENTER will advise the RENTER PROVIDER OR AGENT IN WRITING as to their intention of installing picture hooks and the number of picture hooks in each room they are intending to install.

7 The RENTER/S hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at this property and further agrees to pay any and all expenses arising from any repairs or replacements including the cost of having the carpets treated for fleas and spot cleaning on stains due from pets droppings or urine, and deodorizing of the carpet to remove any odors at the end of the tenancy. The RENTER/S further agrees to ensure all pet droppings are cleaned from the front and rear yards of the premises regularly.

8. The RENTER/S acknowledges; that the Condition Report provided at the commencement of the tenancy must be signed and returned to the AGENT within 3 business days after commencing occupancy of the premises. If the Condition Report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of the tenancy.

9 The RENTER/S must regularly check each smoke detector installed in the premises to confirm that it is kept fully operational. These checks are to ensure the safety of the RENTER/S and the security of the premises. The RENTER/S must immediately notify the Agent of any faulty smoke detector (and confirm this advice to the Agent in writing the same day).

10 The RENTER/S agrees to have the carpets Professionally Cleaned upon vacating the premises with the cost paid by the RENTER/S. RENTER/S MUST provide the AGENT with an invoice/receipt for such work. The cleanliness of the carpets as stated on the ingoing Condition Report completed at the commencement of the Tenancy Agreement will be taken into consideration. Note: This is required as Supermarket hire machines, have in many instances, been the cause of damage to carpets. The TENANT/S will be held responsible for any damage made to carpets on the premises.

11 The RENTER/S shall pay the RENTAL PROVIDER/AGENT costs in relation to the serving of any notice/s required under the Residential Tenancies Act where a RENTER is in breach of this TENANCY AGREEMENT. RENTER/S further agree that RENTER'S name and breach details will be listed to National Tenancy Database and /or Veda if a VCAT order has been granted and the amount declared by the VCAT order remain unpaid within 14 days from the date of the order.

12 The RENTER/S acknowledges; that parking of their vehicles or their visitors vehicles on grass areas on the property is PROHIBITED. At the routine / final inspection if the RENTAL PROVIDER / AGENT believe that cars have been parked on the grass areas the RENTER/S will be liable to fix any damage caused to the grass and ground OR pay for the costs to restore the grass areas.

13 The RENTER/S acknowledges and agrees that those nominated in the application form/s will reside at the stated premises. Any change to this must be submitted to the RENTAL PROVIDER or AGENT and written permission given prior to the third party moving into the premises and agree to pay to the AGENT the nominated administration costs for the preparation of new leasing documents and transfer of bond being \$110.00.

14 In the event of the RENTER/S needing to vacate the property herein leased prior to the expiration of the term herein the RENTERS agree to give Jason Real Estate Sales Pty Ltd a minimum 28 days written notice. If the RENTAL PROVIDER is agreeable to the RENTER'S request, then RENTERS hereby appoint JASON REAL ESTATE SALES PTY LTD of 201B Melrose Drive, Tullamarine VIC 3043; to act on my/our behalf and seek a

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replacement RENTER on the terms and conditions specified by the RENTAL PROVIDER . I/We understand and acknowledge that I/We are liable for a re-letting fee of up to 2 weeks rent plus GST (pro-rata) and advertising cost of \$300 plus GST and are responsible for all rent due from the time of vacating to the expiration of the lease until such time a replacement tenant is accepted by the landlord. We further acknowledge and accept that the advertising expense is payable in advance. I/We will not use our bond as rent due .

15 The outgoing RENTER agrees to pay a fee of \$110.00 for the transfer of lease from any RENTER to another. Original RENTERS must remain on lease otherwise break lease fees will apply.

16 The RENTER acknowledges and agrees that the RENTAL PROVIDER'S AGENT will conduct regular routine inspections (PLEASE NOTE THAT PHOTOS WILL BE TAKEN OF THE PROPERTY IN THE ROUTINE INSPECTION) with or without the presence of the RENTER/S upon giving the tenant 1 week notice of such inspection and the RENTER agrees that the 1st inspection will be carried out after the RENTER has occupied the property for FIRST 3 months and thereafter, every 6 months during tenancy.

17 The RENTER /S hereby acknowledges and agrees to maintain all drains including sinks and showers clean and clear by avoiding excessive debris and hair. Every six months to apply correct drainage liquid/solution to maintain drains and pipes clean and clear . The RENTER shall indemnify the RENTAL PROVIDER of any loss and /or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the RENTER /S or anyone on the premises. Without limiting the generality of the foregoing, the RENTER/S shall indemnify the RENTAL PROVIDER for the cost of repairs to plumbing blockages caused by the NEGLIGENCE or MISUSE of the TENANT/S.

18 We the RENTERS hereby acknowledge that if the situation arises throughout and during the tenancy at the property that a plumber/trades person is required to respond to a call from herein tenants due to not having hot water and If the findings from the plumber/trades person is only the PILOT LIGHT to the hot water services needed to be ignited; Then the herein RENTERS accept full responsibility of all costs incurred for the service call provided.

19 We the RENTERS hereby acknowledge; that the RENTAL PROVIDER MUST GIVEN PRIOR KNOWLEDGE in regards to pet/s being kept at the property. We the RENTERS also agree that we are liable to repair and/or undertake any cleaning associated with having pet/s at the property. All costs of repair and/or cleaning relating to pet/s at the property will be the RENTER'S responsibility.

20 The RENTER acknowledge/s that the floorboards can be EASILY marked and therefore agree/s to take SPECIAL CARE of the polished floors to ensure that they are not negligently marked or dented by high heeled shoes and to minimize scratches the RENTER agree/s to use protective pads on the base of furniture wherever possible The RENTER also agrees to also use a dry flat mop and proper floor board cleaning solution to avoid water damage to the floorboards. The RENTER agrees that should any one of these conditions not be complied with , the RENTAL PROVIDER through their agents, have the right to serve the necessary notices thereafter, if the tenant fails to remedy the breach.

21 We the RENTERS agree to clean the all air conditioner filters every 6 months

22 The RENTERS herein agree to pay the Landlord any excess amount charged or any additional premium charged by the RENTAL PROVIDERS insurance company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the Tenant, or by anyone on the premises with consent of the RENTER .

23 The RENTER understands and accepts that payment for water usage is the tenants responsibility in all

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properties separately metered.

24 The RENTERS shall at the RENTER'S expense replace all lighting tubes, globes and down lights to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

1 Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

2. This rule does not apply to—

- a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2. Management and administration

2.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

3. Subrule (2) does not apply if the concession or rebate—

- a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- b) is paid directly to the lot owner or occupier as a refund.

3. Use of common property

3.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.

3. An approval under subrule (2) may state a period for which the approval is granted.

4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

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

Residential Rental Agreement®

Page 1 of 2

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

3.3 Damage to common property

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1 Change of use of lots

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

Example

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

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6. Dispute resolution

The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify

Residential Rental Agreement®

each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.

8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

Note: If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

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32. SIGNATURES

This agreement is made under the Act.

Before signing you must read **Part D — Rights and Obligations** in this form which outlines your rights and obligations.

RENTAL PROVIDER

Joel Corey Pty Ltd & Petersburg Pty
Ltd C/-Jason Real Estate (Sales) Pty
Name: Ltd

Sign: 
JASON REAL ESTATE P/L

Dated: 07/03/2025

RENTER

Name: Heba Chekh

Sign: 

Dated: 07/03/2025

Name: Nassif Makhoul

Sign: 

Dated: 07/03/2025

Name: Nour Makhoul

Sign: 

Dated: 07/03/2025

Note: Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page



282 Carrick Drive Lease Renewal

Nicholson Real Estate
R1/21 Brunswick Road, Brunswick East, VIC, 3057
0393870966
cspring@nicholsonre.com.au

Deed of Renewal of Lease



Premises

Unit Shop Front, 282 Carrick Drive

Gladstone ParkState: VICPostcode: 3043

Landlord name:ACN/ABN:

Joel Corey Pty Ltd & Petersburg Pty Ltd40 694 585 788

(Landlord)

Tenant name:ACN/ABN:

Aydin Bol T/As Koffy24660791183

(Tenant)

Guarantor name:ACN/ABN:

(Guarantor)



Deed of Renewal of Lease

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Deed of Renewal of Lease



Date01/04/2024

Reference Schedule

Item 1	Landlord	Joel Corey Pty Ltd & Petersburg Pty Ltd of C/o- - NICHOLSON REAL ESTATE PTY LTD R1/21 Brunswick Road Brunswick East Email: ***** ***** ACN/ABN: 40 694 585 788 State: VICPostcode: 3057
Item 2	Tenant	Aydin Bol T/As Koffy of Email: ***** ACN/ABN: 24660791183 State:Postcode:
Item 3	Premises:	Unit Shop Front, 282 Carrick Drive Gladstone Park State: VICPostcode: 3043
Item 4	Term:	3 Years
Item 5	Commencement Date:	01/04/2024
Item 6	Rent:	\$3025 PER CALENDAR MONTH (INC GST)
Item 7	Original Lease:	The Lease of the Premises dated 01/04/2021 and attached at Annexure B.
Item 8	Further Terms:	One further term of 3 years (01/04/2027)
Item 9	Latest Date for exercising option:	01/01/2027

Background

- A. The Landlord leased the Premises to Tenant pursuant to the terms of the Lease.
- ~~B. The Guarantor guaranteed the Tenant's obligations to and in favour of the Landlord under the Lease pursuant to the Guarantee, if any.~~
- C. The Tenant has exercised its option for the further term contained in the Lease.
- D. The Landlord and the Tenant have agreed to renew the Lease for the Term on the same terms and conditions contained in the Lease, subject to the variations set out in this Deed.
- E. The parties have agreed to enter into this Deed to record the terms of the Renewed Lease for the Term.

Deed of Renewal of Lease



1. Definitions and Interpretations

1.1 Definitions

In this Deed the following words and expressions have the meaning shown unless the context requires otherwise:

'Business Day' Any day other than a Saturday, Sunday or a designated Victorian Public Holiday.

'Deed' This deed executed by the parties.

~~**'Guarantee'** (Delete if not applicable)
The guarantee and indemnity contained in the Lease.~~

'Reference Schedule' The reference schedule to this Deed.

'Renewed Lease' The lease for the Premises between the Landlord and the Tenant pursuant to this Deed.

1.2 Interpretation

In the interpretation and application of this Deed, unless the context otherwise requires:

- (a) any reference to the background, or any schedule, attachment or exhibit, is a reference to that thing which is part of this Deed;
- (b) in calculating any period of time commencing from a particular day, the period commences on the following day and the following day counts as part of that period;
- (c) where an expression, word or phrase is given a particular meaning, then other parts of speech based on that expression, word or phrase and other grammatical forms of that expression, word or phrase, have corresponding meanings;
- (d) the rule of interpretation which sometimes requires that a document be interpreted to the disadvantage of the party which put the document forward, does not apply;
- (e) a reference to this Deed or any other agreement, arrangement or document, includes any variation, novation, supplementation or replacement of them;
- (f) where an expression is defined anywhere in this Deed including the Reference Schedule, it has the same meaning throughout;
- (g) where a word or phrase is given a defined meaning in the Lease, that word, another part of speech or other grammatical form of that word or phrase in this Deed has a corresponding meaning;
- (h) a reference to any gender includes all genders;
- (i) headings are for convenience of reference only and do not affect interpretation;
- (j) a mention of anything after include, includes or including, does not limit what else might be included;
- (k) if an example is given of anything, including an example of a right, obligation or concept, the example does not limit the scope of that thing;

- (l) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and also any subordinate legislation issued under, that legislation or legislative provision;
- (m) a reference to dollars or \$ is to an amount in Australian currency;
- (n) the singular includes the plural and vice versa;
- (o) a reference to any party to this Deed or to any other document or arrangement, includes that party's legal personal representatives, substitutes (including, without limitation, any person taking by novation), successors and permitted assigns;
- (p) a reference to a person includes a body corporate, partnership, joint venture, incorporated or unincorporated association, authority, state, government, or government or quasi-government body;
- (q) a reference to anything (including any amount) is a reference to the whole or any part of it (except that nothing in this provision excuses a party from performing the whole of an obligation just because they have performed part of the obligation); and
- (r) an agreement, undertaking, representation or warranty by or in favour of two or more persons, binds or is for the benefit of all of them jointly and each of them individually.

2. Renewal

With effect from the Commencement Date, the Landlord leases the Premises to the Tenant for the Term on the same terms and conditions as the Lease, subject to the variations in the Reference Schedule and any variations in Annexure A of this Deed.

3. Conflict of Provisions

If there is an inconsistency between a provision of this Deed and a provision of the Lease then the provision of this Deed will prevail.

4. ~~Guarantee~~

~~The Guarantor acknowledges and agrees that:~~

- ~~(a) the Guarantor's obligations under the Guarantee continue to apply to the Renewed Lease for the Term; and~~
- ~~(b) the provisions of the Guarantee given by the Guarantor in connection with the Tenant's obligations to the Landlord under the Lease (whether in the form of a clause contained in the Lease itself or in the form of a separate document referring to the Lease) are incorporated into this Deed.~~

Deed of Renewal of Lease



5. GST

- (a) Any amount referred to in this Deed as the amount payable for any supply is exclusive of GST unless expressly included.
- (b) If GST is payable on any taxable supply made pursuant to this Deed, the amount payable will be increased by the amount of GST payable. The party making the taxable supply must give the other party a valid GST tax invoice.
- (c) Words and phrases in this clause 7 have the meaning attributed to them by the *A New Tax System (Goods and Services Tax) Act 1999*.

6. General

6.1 Amendments

This document may only be amended, supplemented, replaced or novated by another document signed by each of the parties, whether in one or more counterparts.

6.2 Blanks and Errors

The Landlord may complete any blanks and correct any obvious errors in this document or any counterpart of this document that remain after signing by the Tenant, including dating all counterparts with a date not earlier than the date on which a signed counterpart from the Tenant is delivered to the Landlord.

6.3 Costs and Stamp Duty

- (a) ☐ Each party will pay its own costs and expenses in connection with the negotiation, preparation and execution of this Deed.
- ☐ The Tenant will pay the Landlord's legal costs in connection with the negotiation, preparation and execution of this Deed.
- (b) The Tenant must pay and bear any stamp duty in respect of this Deed.

6.4 Counterparts

This document may be signed in any number of counterparts and each of those counterparts taken together constitute one and the same document. A party may rely on an electronically produced copy of this document or a counterpart, and the signatures and other marks in it, as though it is an original. This document is binding on each signatory despite any other signatory not having signed it.

6.5 Further Assurances

Each party agrees to do all things and sign all agreements, instruments, transfers and other documents necessary or desirable to give full effect to the provisions of this document and any transactions contemplated by it.

6.6 Governing Law

This document is governed by and is to be interpreted according to the laws in force in Victoria. The parties submit to the non-exclusive jurisdiction of the courts operating in Victoria.

6.7 Notices

Any demand, notice or document under this Deed must be given in accordance with the notice provisions of the Lease.

6.8 Waiver

No failure, delay, relaxation or indulgence on the part of a party in exercising any right, power, privilege or remedy in connection with this document, operates as a waiver of that right, power, privilege or remedy nor does any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of that or any other right, power, privilege or remedy. A waiver is not valid or binding on the party granting that waiver unless in writing and duly signed on behalf of that party.

6.9 Warranty of Authority

Each person signing this document on behalf of a party, warrants to the other parties that on the date of signing, that person has full authority to sign this document on behalf of that party.

7. Electronic execution provisions

7.1 Electronic execution and consents

- (a) The parties give their consent to one another for this Deed (**Document**)
being given, signed or produced by electronic communication in accordance with sections 8, 9 and 10 of the *Electronic Transactions (Victoria) Act 2000* (Vic).
- (b) The parties acknowledge that:
 - (i) a Document is in writing if received electronically;
 - (ii) electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:
 - (A) computer or mechanically generated;
 - (B) by computer pen;
 - (C) by a typed mark or name;
 - (D) by computer or mechanically generated mark or signature that is affixed or pasted to an electronic document; or
 - (E) physically signed on paper and scanned electronically.
- (c) A Document may be entered into by each party electronically signing the Document and becomes binding on the parties upon one party signing an electronic copy of the Document that has been signed by the other party electronically and each party receiving a copy of the Document electronically signed by email or link or as otherwise permitted under the Document.

Deed of Renewal of Lease

- (d) A party may receive an electronic receipt that the other party has received or a link or email with the electronically signed Document and opened this Document on their electronic device and a party may rely on that electronic receipt as evidence of exchange and a binding agreement between the Landlord and the Tenant.
- (e) The parties acknowledge and warrant that:
 - (i) the requirements of section 9(1) of the *Electronic Transactions (Victoria) Act 2000* (Vic) have been met in respect of the person(s) signing a Document on their behalf (**Signatories**);
 - (ii) any signature of a party complies with the requirements of section 9 of the *Electronic Transactions (Victoria) Act 2000* (Vic); and
 - (iii) each of their Signatories has given consent under section 9(1)(c) of the *Electronic Transactions (Victoria) Act 2000* (Vic).

7.2 Dispensing with counterparts

The parties to this Deed agree that, despite any other clause of this Deed and despite custom, practise or code otherwise followed in respect of leases of land, this Deed:

- (a) is made on its execution by all parties to it (including electronic signature);
- (b) need not be executed and exchanged in counterparts; and
- (c) constitutes an original document in an electronic format.

7.3 Paper format contract

- (a) A party may require by notice to the other party that the parties sign the Deed in a customary paper form on substantially the same terms as the Deed.
- (b) If a party serves a notice pursuant to clause 7.3(a), the parties must, at their own cost, sign and deliver to each other a paper form of Deed within 14 days.
- (c) The parties acknowledge and agree that a paper copy is only intended to record the terms of the Deed in paper form, and confirm that they intend to be and will be bound by the Deed (as applicable) from the date stated in this Deed.



Deed of Renewal of Lease


Signing Page

Signed sealed and delivered by each party as a deed.

Landlord

[Company]

Executed by Joel Corey Pty Ltd & Petersburg Pty Ltd
in accordance with section 127(1) of the Corporations Act 2001



sign
Director Joel Corey Pty Ltd

office (director or secretary)
Trent Brooks

full name



sign
Director Petersburg Pty Ltd

office (director or secretary)
Demetrios Pillios

full name

[Individual]

Signed by _____

sign (signatory)

sign (witness)
the witness states that he or she is not a party and was present when the signatory signed

full name (witness)

address (witness)

Signed by _____

sign (signatory)

sign (witness)
the witness states that he or she is not a party and was present when the signatory signed

full name (witness)

address (witness)

Deed of Renewal of Lease



Signing Page

Tenant

[Company]

Executed by _____
in accordance with section 127(1) of the *Corporations Act 2001*

sign

sign

office (director or secretary)

office (director or secretary)

full name

full name

[Individual]

Signed by _____

Aydin Bol

Aydin Bol T/A Koffey 13/10/2025

sign (signatory)

sign (witness)
the witness states that he or she is not a party and
was present when the signatory signed

full name (witness)

address (witness)

Signed by _____

sign (signatory)

sign (witness)
the witness states that he or she is not a party and
was present when the signatory signed

full name (witness)

address (witness)

Deed of Renewal of Lease



Signing Page

~~Guarantee~~

The Guarantor signs this document as a deed.

[Company]

Executed by _____
in accordance with section 127(1) of the *Corporations Act 2001*

sign

office (director or secretary)

full name

sign

office (director or secretary)

full name

[Individual]

Signed by _____

sign (signatory)

sign (witness)
the witness states that he or she is not a party and was
present when the signatory signed

full name (witness)

address (witness)

Signed by _____

sign (signatory)

sign (witness)
the witness states that he or she is not a party and was
present when the signatory signed

full name (witness)

address (witness)

Deed of Renewal of Lease

Annexure B Lease



Code 143

Commercial Lease[©]



The Real Estate Institute of Victoria Ltd | ACN 004 210 897 | www.reiv.com.au |

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COPYRIGHT COMMERCIAL LEASE[©]

Landlord(s): Joel Corey Pty Ltd & Petersburg Pty Ltd ABN 40 694 585 788

Tenant(s): Aydin Bol trading as Koffy ABN 24 660 791 183 C/- 4/7 Dorset Road, Pascoe Vale 3044

Premises: Front shop known as Part of 282 Carrick Drive Gladstone Drive Vic 3043

Code 143

Commercial Lease®



ABOUT THIS LEASE

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

Landlord advice

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

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Code 143

Commercial Lease[®]



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

This lease comprises -

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

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

The tenant covenants and agrees with the landlord as follows -

1. Rent

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

2. Outgoings

- 2.1 During the term and any over-holding to pay on or before the due date for payment, or to repay to the landlord within 14 days of demand, the following outgoings in connection with the premises -
 - (a) municipal, water, drainage, and sewerage rates, charges, levies and special rates or levies;
 - (b) land tax calculated on the basis the premise or the building of which the premises forms a part is the only land owned by the landlord (single holding);
 - (c) congestion and parking levies;
 - (d) gas, electricity, telephone, communications, sewage or garbage/waste disposal, and water consumption charges;
 - (e) owners corporation fees, special fees and charges;
 - (f) the expense of cleaning, inspecting, maintaining, repairing and/or servicing the premises and the landlord's fixtures, fittings, plant or equipment in or serving the premises;
 - (g) fire service levies;
 - (h) insurance premiums and other charges for insurances effected by the landlord in relation to the premises including (but not limited to) fire insurance on all improvements on a replacement and reinstatement basis and such other risks as the landlord may require from time to time and whether or not the risk is one in respect of which insurance is commonly obtainable at the commencement of this lease. The insurances may include plant and equipment breakdown insurance, public liability insurance for the amount of cover specified in the Schedule (\$20,000,000.00 if not amount specified), loss of rent and consequential loss insurance and any other insurance effected by the landlord in relation to any risk relating to the landlord's ownership or interest in the premises. The landlord may insure for such amounts and with such extensions and exclusions as the landlord thinks fit, but if the Act applies the landlord is not entitled to recover any premiums or other charges which the landlord may be prohibited from claiming from the tenant under the Act;
 - (i) the expense of the attendance of the fire brigade in response to a fire alarm generated from or in connection with the premises;
 - (j) the expense of inspecting, auditing, servicing, repairing, maintaining, monitoring, and testing all essential safety measures at or provided in relation to or in connection with the premises, provided the payment or repayment is not contrary to law; and

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Commercial Lease®



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

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

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

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

- (a) that benefit all premises in the building: the proportion that the lettable area of the premises bears to the lettable area of the building, as stated in the Schedule;
- (b) that benefit the premises and only some of the other premises in the building: the proportion that the lettable area of the premises bears to the lettable area of all premises that together share the benefit of the outgoing;
- (c) that benefit only the premises: 100%.

3. Building operating expenses

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

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

- (a) some other way of apportioning the expenses is described in the Schedule; or
- (b) the Act applies to an expense, in which case the tenant's proportion must exclude an expense that the landlord is not permitted to recover from the tenant; or
- (c) legislation (by way of example, but not limited to, the Building Act 1993) applies to an expense, in which case the tenant's proportion must exclude the proportion, if any, of the expense that the legislation prohibits the landlord recovering from the tenant.

4. Insurances

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

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

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

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

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5. Maintenance and repairs

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

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- (g) promptly repair or replace window or door fittings (including - but not limited to - frames, handles, fastenings and locks), light fittings, light globes, fluorescent tubes and starters, keys, key cards, and remote controls that are broken, become defective, or are mislaid, notwithstanding the exception to clause 5.1. Replacement parts, materials and workmanship are to be to the reasonable satisfaction of the landlord or the managing agent;
- (h) promptly remove graffiti from the premises, with the exception of that existing at the commencement of the initial term;
- (i) keep the premises free of pests and vermin by engaging qualified contractors approved by the landlord or the managing agent, approval not to be unreasonably withheld;
- (j) repaint or refinish all painted or finished surfaces in a workmanlike manner with as good quality materials as at the commencement date of this lease at least once every 5 years during the term and any further term viewed as one continuous period or such other period or interval agreed between the landlord and tenant.

6. Alterations and additions

6.1 Before -

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

the tenant must obtain the written consent of the landlord or the managing agent.

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

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

6.4 Without limiting clause 6.2, in the event the landlord grants consent under this clause 6 and the tenant's works involve any alteration and/or addition to any electrical infrastructure of or to the premises or building, the tenant must, at the completion of such works, provide the landlord or the managing agent with a certificate of electrical safety in accordance with the Electricity Safety Act 1998 and its regulations, in addition to copies of all permits, certificates, approvals and as-built plans in relation to the completed works.

7. Notice of accidents to premises/building

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

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

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8. Inspecting the premises

- 8.1 The landlord, the managing agent or both may enter and inspect the premises on giving 24 hours prior written notice and at any time without notice, if there is an emergency.
- 8.2 On inspecting the premises the landlord, the managing agent or both will -
 - (a) cause as little inconvenience as possible in the circumstances to the tenant; and may
 - (b) bring with them any person, equipment and materials considered appropriate in the circumstances.

9. Tenant to clean, repair and make good damage

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

10. Returning the premises to the landlord

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

11. Signs

- 11.1 Before placing a sign on the premises to -
 - (a) obtain the written consent of the landlord or the managing agent, which may be subject to reasonable conditions; and
 - (b) obtain any permit(s) required and keep them current; and
 - (c) promptly provide a complete, legible copy of any permit(s) to the landlord or the managing agent.

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11.2 A sign will comply with the law and be -

- (a) displayed as required by the consent and permit(s);
- (b) securely fastened;
- (c) maintained in good condition; and
- (d) removed when the lease ends.

11.3 On removing a sign, to make good damage to the premises or the building caused in connection with its installation, use or removal.

12. Use of the premises

12.1 If an approval or a consent or a permit or any or all of them is necessary to use the premises for the permitted use, to -

- (a) obtain it; and
- (b) comply with it; and
- (c) keep it current; and
- (d) promptly give a complete, legible copy of it and any renewal of it to the landlord or the managing agent.

12.2 To use the premises for the permitted use specified in the Schedule and no other.

12.3 To carry on the permitted use at the premises during the usual business hours for the permitted use.

12.4 Not to discontinue the permitted use either temporarily or permanently, without the prior written consent of the landlord or the managing agent.

12.5 To comply with laws relating to the premises or the permitted use. But structural alterations or additions do not have to be made, unless necessary in connection with the permitted use.

12.6 In using the premises not to do, allow, or acquiesce in anything that may -

- (a) be illegal; or
- (b) create noise levels above those acceptable from time to time for the permitted use and in any event not use radio, television or other media at a volume audible outside the premises; or
- (c) create a danger or health risk to those on the premises or to the public; or
- (d) create a nuisance or disturb an owner or occupier of adjacent premises or nearby property; or
- (e) result in structural loadings being exceeded; or
- (f) adversely affect the landlord's insurance resulting in -
 - (i) a policy becoming void or voidable; or
 - (ii) a premium or deductible being increased; or
 - (iii) a claim being rejected.

12.7 Not to permit, allow, or acquiesce in an animal, fish, bird, or reptile being on the premises.

12.8 Not to conduct, allow or acquiesce in an auction at or from the premises, without the prior written consent of the landlord or the managing agent.

12.9 Not to hold, allow or acquiesce in the holding of a public meeting at, in or from the premises, without the prior written consent of the landlord or the managing agent.

13. Occupational Health and Safety Act 2004 (OHSA)

13.1 The tenant acknowledges and agrees it has management and control of the premises for the purposes of the OHSA.

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- 13.2 To observe and comply with the requirements imposed on the tenant by the OHSA. In particular and without limiting the generality of the foregoing, the tenant will maintain free of obstruction all means of entry and exit at, and so far as is reasonably possible in the immediate vicinity of, the premises.
- 13.3 To give written notice to the landlord or to the managing agent as soon as possible on becoming aware of an actual or a potential issue at, or in the vicinity of, the premises affecting occupational health and safety.
- 13.4 To hold the landlord and the managing agent indemnified against all costs, expenses, claims, demands, actions, judgements, or orders incurred by or made against the landlord or the managing agent in connection with or in relation to the tenant's failure to observe and comply with the requirements imposed on it by the OHSA and regulations and by this clause.
- 13.5 Without limiting clause 13.4, if the tenant fails to observe and comply with any requirements imposed on the tenant by the OHSA and regulations, the landlord may, but is not under any obligation to, remedy any failures and recover all associated costs from the tenant.

14. Assignment and sub-letting

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

14.2 Not to -

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

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

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

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

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

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15. Reletting, sale and other rights of entry

15.1 To allow -

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

16. Security deposit

16.1 Before taking possession of, or being provided with occupation of, the premises and thereafter from time to time during the term or any period of overholding to provide a security deposit in cash or a bank guarantee, as may be required by the landlord, in the amount specified in the Schedule.

16.2 A bank guarantee provided as the security deposit will be -

- (a) in a form reasonably required by the landlord or the managing agent and which does not specify an expiry date;
- (b) provided by a bank listed by the Australian Prudential Regulation Authority as -
 - (i) an Australian-owned bank; or
 - (ii) a foreign subsidiary bank; andin either case
 - (iii) must have an office at Melbourne at which payment will be made, on presentation of the bank guarantee;
- (c) handed to the landlord or the managing agent as provided in clause 16.1

16.3 The landlord or the managing agent will hold the security deposit and may use it if-

- (a) a payment to be made by the tenant to the landlord is not made within 14 days of the due date for payment;
- (b) a default is not made good as required by notice;
- (c) the premises are not returned to the landlord in the required condition when this lease or any overholding ends.

16.4 The landlord or the managing agent is not required to advise the tenant before using the security deposit.

16.5 To maintain the security deposit at the required amount during the term and any over-holding.

16.6 If the security deposit is not sufficient to -

- (a) meet a payment; or
 - (b) make good a default; or
 - (c) put the premises into the required condition
- to pay the additional amount required to do so on demand.

16.7 Not to fail or refuse to make a payment because it may be met in part or entirely from the security deposit.

16.8 If the security deposit is provided in cash, not to permit, allow or acquiesce in a financing statement being registered over it, except by the landlord.

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16.9 To provide information, sign documents and do anything else required to allow the landlord to -

- (a) register a financing statement over the security deposit; or
- (b) either comply with obligations or enforce rights or both under the PPSA

and even though this lease has expired or come to an end.

16.10 Notice of a verification statement under section 157(1) of the PPSA is not required.

16.11 If in the reasonable opinion of the landlord or the managing agent the premises are in a clean and tenantable condition at the date on which the tenant vacates and the tenant has otherwise complied with all of the tenant's obligations, the security deposit will be repaid or the bank guarantee returned within 30 days after the date on which the lease ends.

17. Interest

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

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

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

18. Landlord's costs and expenses / stamp duty

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

- (a) The landlord's reasonable managing agent's, legal or conveyancer's costs and out-of-pocket expenses incurred in connection with -
 - (i) the negotiation, preparation, settling and signing of this lease;
 - (ii) a default by the tenant;
 - (iii) a request to give or obtain a consent or an approval, whether or not given or obtained;
 - (iv) a variation, surrender or assignment of this lease;
 - (v) a renewal of this lease;
- (b) Stamp duty (if any) assessed in connection with this lease or a renewal of it.

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

The landlord covenants and agrees with the tenant as follows -

19. Quiet enjoyment

19.1 If the tenant -

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

20. Access to the premises

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

21. Insurance

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

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

22. Over-holding

- 22.1 If the tenant does not have an option to renew this lease for a further term or if having an option to renew does not exercise it in the required manner, then if at least 3 months before the term expires, unless otherwise agreed in writing -
- (a) the tenant has not given the landlord written notice of intention to vacate the premises; or
 - (b) The landlord has not given the tenant a written notice requiring possession of the premises on the day after the day on which the term expires -
 - (i) the tenant will be an over-holding tenant; and
 - (ii) on the terms and conditions of this lease, so far as they are applicable to an over-holding monthly tenancy; and
 - (iii) the monthly rent will be the same as that payable when the term expired, unless otherwise agreed; and
 - (iv) the landlord may vary the monthly rent on giving one month's prior written notice; and
 - (v) the landlord or the tenant may end the tenancy at any time by giving three months prior written notice; and
 - (vi) this lease otherwise continues with no break in the tenant's entitlement to possession.

23. Further term

- 23.1 If the tenant may renew this lease for a further term as specified in the Schedule, the tenant may do so if -
- (a) rent and other payments to be made by the tenant are not in arrears; and
 - (b) there is no un-remedied default of which written notice has been given by the landlord; and
 - (c) there have been no persistent defaults during the term of which written notices have been given by the landlord; and
 - (d) written notice of the renewal dated and signed by the *tenant is given to the landlord or the managing agent not more than 3 months before and no later than 5:00 pm on the last day to exercise the option set out in the Schedule. (*if there is more than one tenant, each must sign the notice)
- 23.2 The lease for the further term will be on the terms and conditions of this lease, except -
- (a) this clause 23 will be omitted, if there is no further term; or
 - (b) if there is a further term(s) remaining, the lease will be altered to omit the renewed further term;
 - (c) if the rent for the further term is to be agreed and there is no agreement within 30 days before the commencement date of the further term then - unless before the 30 days ends some other period of time has been agreed for concluding an agreement about the rent - the rent for the further term will be determined as set out in clause 24.2.
- 23.3
- (a) This clause 23.3 applies where:
 - (i) before its renewal, the lease was a retail premises under the Act; and
 - (ii) the renewed lease for the further term is not a retail premises lease under the Act.
 - (b) If this clause 23.3 applies, then on and from the commencing date of the renewed lease for the further term, a provision of the lease that was:
 - (i) made void by the Act is revived in the renewed lease for the further term and can be enforced by the parties;
 - (ii) implied into the lease by the Act ceases to be implied into the renewed lease for the further term and cannot be enforced by the parties.

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24. Review of the rent to market

24.1 The rent -

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

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

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

- (a) the landlord or the tenant or both may apply to the REIV for the appointment of a valuer to determine the rent;
- (b) the landlord and the tenant will co-operate with one another and with the REIV and do all things required by the REIV so the appointment of a valuer can be made with a minimum of delay;
- (c) the landlord and the tenant will each pay fifty percent (50%) of the fees and expenses of the REIV in making the appointment and of the valuer in determining the rent, unless other percentages are agreed in writing. If either of them neglects or refuses to pay their share, or a part of it, the other may do so on their behalf and recover the payment on the basis of an account stated;
- (d) the valuer will determine the rent as an expert, on formally accepting the appointment;
- (e) in determining the rent the valuer will not take into account improvements, fixtures and fittings -
 - (i) paid for by the tenant; and
 - (ii) installed by or for the tenant in connection with the permitted use, with the landlord's consent; and
 - (iii) that the tenant has the right to remove when this lease endsunless the landlord and the tenant agree otherwise in writing.
- (f) the landlord and the tenant will co-operate with one another and with the valuer in providing access to the premises and to documents and information in their possession or under their control which the valuer considers relevant to the review;
- (g) subject to sub-clause (d), the valuer will provide the landlord and the tenant with a written determination within a reasonable time;
- (h) the determination must have reasons and set out matters taken into account in the making of it;
- (i) the determination will be final and binding on the landlord and the tenant;
- (j) if the rent has not been agreed or determined by a review date, the tenant will continue to pay the rent then current;
- (k) On the next day for payment of rent following the rent being agreed or the valuer's determination being provided any adjustment required will be made.

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25. CPI adjustment of the rent

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

R equals A multiplied by B divided by C

Where -

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

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

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

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

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

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

26. Fixed rent increases

- 26.1 On each rent increase date specified in the Schedule the annual rent then payable will be increased by the stated percentage or amount.
- 26.2 On the next day for payment of rent following the rent being increased, the required adjustment will be made.

27. Damage to and destruction of the premises

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

- (a) the premises or a part of the premises are totally or partly damaged or destroyed by any cause so as to be unfit for use and occupation by the tenant; and
- (b) the event causing the damage or destruction was not caused or contributed to by the default of the tenant; and
- (c) any policy of insurance effected by the landlord has not been vitiated or payment or renewal refused as a result of an act, neglect, or default of the tenant -

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

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

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

28. Cessation of building services

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

29. Personal Property Securities Act 2009 (PPSA)

- 29.1 The landlord and the tenant agree this lease is a security interest for the purposes of the PPSA.
- 29.2 The tenant will not register or allow or acquiesce in the registration of financing statement by any person, with the exception of the landlord, for goods provided by the landlord at or in connection with the premises.
- 29.3 The landlord may register a financing statement for a security interest arising because of this lease over goods provided by the landlord at or in connection with the premises, or the tenant's fixtures, fittings and/or goods not removed from the premises when this lease ends that are personal property.
- 29.4 The tenant waives the right to receive a notice in relation to registration events to which section 157(1)(a) of the PPSA applies.
- 29.5 The landlord and the tenant agree they will not disclose information in the nature of that referred to in section 275 (1) of the PPSA.
- 29.6 When this lease ends and the tenant has vacated the premises and returned them to the landlord in the condition required by this lease (or as may be otherwise agreed in writing), or on an assignment in accordance with the terms of this lease the landlord will register a financing change statement for a security interest of the landlord, with the exception of a security interest registered for goods provided by the landlord at or in connection with the premises.
- 29.7 The tenant will sign all documents and do all things necessary to allow the landlord to register a financing statement and enforce its rights and meet its obligations under the PPSA and this clause. If the tenant is an individual, the tenant will provide his or her date of birth and a certified copy of his or her current driver's licence or birth certificate in confirmation. The landlord will not use the certified copy for any other purpose and will return it to the tenant on request.
- 29.8 The tenant will pay on demand the landlord's reasonable costs and expenses incurred in relation to or in connection with matters referred to in this clause.

30. Indemnity by the tenant

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

Code 143

Commercial Lease®



31. Notices

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

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

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

to the address or to the email address (as the case requires) of the recipient, set out in the Schedule or to the party's last known address or email address provided in writing, or to the party's registered office.

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

31.4 A notice that is posted is given -

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

after the day on which the notice is posted.

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

31.6 For the purpose of giving a notice -

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

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

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

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

33. Rules

33.1 The landlord or the managing agent on behalf of the landlord may make rules or regulations or both for the management, use, or occupation of the building, including the rules of any owners corporation affecting the premises, but such rules or regulations must not be inconsistent with the rights of the tenant as set out in this lease or the Act, if the Act applies.

33.2 The landlord or the managing agent on behalf of the landlord may revoke or alter rules or regulations or substitute other rules or regulations for those then current from time to time and the tenant will be bound by a change when it receives notice of it.

33.3 The tenant must at all times comply with the rules or regulations of the building and rules of an owners corporation (if-applicable), whether original, altered or substituted, starting on the date of being given notice of them.

Code 143

Commercial Lease®



34. Defaults by the tenant

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

34.2 The tenant is in breach of this lease if -

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

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

35. Repudiation of this lease by the tenant

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

36. Disputes

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

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

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

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

Code 143

Commercial Lease®



37. Goods and Services Tax

- 37.1 "GST" means GST within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 as amended (GST Act).
- 37.2 Expressions used in this clause 37 and the GST Act have the same meaning as in the GST Act.
- 37.3 Except where this Lease states otherwise, each amount payable by a party under this Lease in respect of a taxable supply by the other party is expressed as a GST exclusive amount and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.
- 37.4 An amount payable by the tenant in respect of a creditable acquisition by the landlord from a third party must not exceed the sum of the value of the landlord's acquisition and the additional amount payable by the tenant under clause 37.3 on account of the landlord's GST liability.
- 37.5 A party is not obliged, under clause 37.3, to pay GST on a taxable supply to it under this Lease, until given a valid tax invoice for the supply.
- 37.6 If during the term or period of over holding the landlord registers, or is required to be registered, for GST under the GST Act, then on and from the date the landlord registers, or is required to be registered, for GST under the GST Act clauses 37.3, 37.4 and 37.5 will apply to each amount payable by a party under this lease in respect of a taxable supply by the other party or an amount payable by the tenant in respect of a creditable acquisition.

38. Delivery of Guarantee and Indemnity

If a guarantor is named in the Schedule, the tenant must on the same date as the execution of this lease procure execution by the guarantor of a guarantee and indemnity and deliver the executed guarantee and indemnity to the landlord. If the landlord elects, this lease will not take effect until the guarantee and indemnity has been properly executed by the guarantor and delivered to the landlord.

39. Definitions and interpretation

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

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

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

"Act" means the Retail Leases Act 2003.

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

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

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

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

"court" includes a tribunal.

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

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

"essential safety measure" has the meaning given in the Act.

"guarantor" means the individual or corporation or one or more of them referred to in the Schedule;

"guarantee and indemnity" means the REIV's standard guarantee and indemnity Code 142 or a guarantee and indemnity in a similar form.

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

Code 143

Commercial Lease[®]



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

"PPSA" means the Personal Property Securities Act 2009.

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

"sign" includes advertisement.

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

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

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

- 39.2. If the landlord or the tenant or both comprise two or more individuals or corporations or incorporated associations the covenants and obligations their part apply to them jointly and to each of them individually.
- 39.3. No waiver by the landlord or the tenant of a breach of the terms of this lease by the other will operate as a waiver of another breach of the same or of another term, condition, or covenant.
- 39.4. References to an Act includes a reference to orders, declarations, ordinances, regulations, rules, by-laws, or guidelines made under it and to all amendments, modifications, re-enactments, consolidations, or replacements.
- 39.5. The singular includes the plural and vice versa.
- 39.6. The masculine gender includes the female and neuter genders.
- 39.7. If it is necessary to determine priority between the provisions of this lease, the priority is -
- the content, if any, of the Special Conditions Schedule; then
 - the content of the Schedule; then
 - the respective covenants of the landlord and the tenant.
- 39.8. This lease is governed by the laws of Victoria and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.
- 39.9. This Lease is to be interpreted so it does not infringe Acts of the Commonwealth or Victorian Parliaments or any subordinate legislation made under them. If a provision does infringe, it will be read down, but only to the extent necessary, so it does not infringe and will otherwise remain operative, so far as possible in the circumstances. If it cannot be read down, it will be disregarded. If a provision is disregarded or held invalid by a court, the remainder of this Lease will continue in force.

Code 144

Commercial Lease Schedule®



The Real Estate Institute of Victoria Ltd | ACN 004 210 897 | www.reiv.com.au

ABOUT THIS SCHEDULE

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

Landlord advice to the tenant

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

Date of this Lease: 24 / 03 / 20 21

Landlord: Joel Corey Pty Ltd & Petersburg Pty Ltd

Contact Person:

Address: R1 21-27 Brunswick Road Brunswick East
Vic

Postcode: 3056

ACN:

ABN: 40 694 585 788

Phone:

Mobile:

Fax:

Email:

Tenant: Aydin Bol (trading as Koffy Abn 24 660 791 183)

Contact Person: Aydin Bol

Address: 4/7 Dorset Road, Pascoe Vale Vic

Postcode: 3044

ACN:

ABN: 24 660 791 183

Phone:

Mobile: 0419 506 421

Fax:

Email: bodrum@bodrumessendon.com.au

Managing Agent: Nicholson Real Estate Pty Ltd

Managing Agent:

Address: R1 21- 27 Brunswick Rd, BRUNSWICK
EAST Vic

Postcode: 3057

ACN:

ABN: 80338645729

Phone: 03 93870966

Mobile: 0411701133

Fax: 03 93801985

Email: gab@nicholsonre.com.au

Premises*: Shop front only Part of 282 Carrick Drive Gladstone Park Victoria 3043

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

Term: 3 years

Commencement date of the term: 01 / 04 / 20 21

Landlord's fixtures and fittings (Cl 5.1(a)): Hot water service Cool room & Split System Air conditioner and heating Unit

Code 144

Commercial Lease Schedule[®]



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

Further term(s) (CI 23): 3 years plus 3 years

Last date to exercise option to renew for the next further term (CI 23.1 (d)): 01 / 02 / 20 24

Commencement date of the next further term (CI 23): 01/04/2024

Commencing rent* (CI 1): \$2,658.33 ~~Per Annum**~~ / Per Calendar month**

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

GST inclusive

Rent commencement date (CI 1): 01 / 06 / 20 21

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

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

Outgoings excluded (CI 2.1): gross rental

Outgoings, manner of apportionment (CI 2.3): gross rental

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

Building operating expenses, apportionment (CI 3.2(a)): gross rental

Permitted use (CI 12.2): Convenience store/ Milk Bar/ Coffee/ takeaway

Security deposit(CI.16.1): of *\$2,658.33 or *equivalent to months rent plus GST.

(*complete the one required and delete the other)

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

Market rent review dates (CI 24.1): 1/4/2024 & 1/4/2027

CPI adjustment of rent dates (CI 25.1):

Fixed rent increases percentage or amount (CI 26.1): 2.55

Fixed rent increases dates (CI 26.1): 1/4/2022 1/4/2023 1/4/2025 1/4/2026 1/4/2028 1/4/2029

Code 144

Commercial Lease Schedule®

REIV

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

Signed sealed and delivered by the landlord Joel Corey Pty
Ltd & Petersburg Pty Ltd

Director Name:

Demetrius Piciu

Director/Company
Secretary Name:

Petersburg Pty Ltd

in the presence of
Witness Name:

Signed sealed and delivered by the tenant Aydin Bol (trading as Koffy Abn 24 660 791 183)

in the presence of
Witness Name:

Rebecca Smith

Code 144A

Commercial Lease Special Conditions Schedule 0



The Real Estate Institute of Victoria Ltd/ACN 004 210 897/ www.reiv.com.au

ABOUT THIS SCHEDULE

- The REIV copyright Commercial Lease Special Conditions Schedule Code 144a is for use with the REIV copyright Commercial Lease Code 143 and REIV copyright Commercial Lease Schedule Code 144, if alterations or additions are to be made to the Code 143 or Code 144 documents, Ensure the completed Schedule is attached to each part of the lease, at the time the lease is signed.

Use this Schedule to record -

- changes to the wording of the numbered clauses of the REIV Copyright Commercial Lease Code 143; and
- matters agreed by the landlord and the tenant in addition to the terms and conditions of the REIV Copyright Commercial Lease Code 143; and
- changes to the printed, standard wording of the REIV Copyright Commercial Lease Schedule Code 144; and
- other matters which, because of lack of space, or for some other reason, cannot be properly recorded in the Schedule.

[Number the special conditions consecutively, starting at 1]

- attach additional pages, if required.

Landlord to supply and fit out the following:

supply and install a split system Air conditioner and heating unit to the premises
owner to repair and make good the leaking roof in the shop as requested prior to tenant move in date.

Works and responsibility by tenant:

tenant can connect to main gas along with the hot water service in the shop
the hot water service will be dedicated to the shop only.

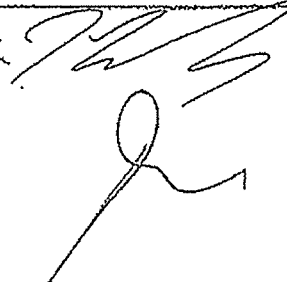
Tenant to have access only to part of the side drive (diagram attached in red) this area must be maintained by the incoming tenant during its tenancy.

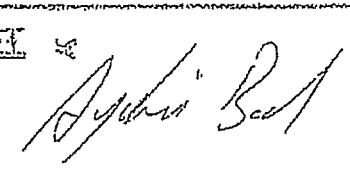
All works and permits are the responsibility of the tenant.

The tenants only outgoings payable are as follows:

water usage by consumption
electricity by Consumption
gas usage
fire service maintenance
air conditioning service maintenance if required

For the purpose of this lease the gross rental will start at \$2653.33 per calendar month inclusive of gst and outgoings

Landlord 

Tenant 

Code 144

Commercial Lease Schedule®



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

Signed sealed and delivered by the landlord Joel Corey Pty
Ltd & Petersburg Pty Ltd

Director Name:

Demetrius Piciot

Director/Company
Secretary Name:

Petersburg Pty Ltd

in the presence of
Witness Name:Signed sealed and delivered by the tenant Aydin Bol (
trading as Koffy Abn 24 660 791 183)in the presence of
Witness Name:

Rebecca Smith

x. Aydin Bol
Aydin Bol

Code 144

Commercial Lease Schedule[®]



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

Further term(s) (CI 23): 3 years plus 3 years

Last date to exercise option to renew for the next further term (CI 23.1 (d)): 01 / 02 / 20 24

Commencement date of the next further term (CI 23): 01/04/2024

Commencing rent* (CI 1): \$2,658.33 ~~Per Annum**~~ / Per Calendar month**

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

GST inclusive

Rent commencement date (CI 1): 01 / 06 / 20 21

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

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

Outgoings excluded (CI 2.1): gross rental

Outgoings, manner of apportionment (CI 2.3): gross rental

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

Building operating expenses, apportionment (CI 3.2(a)): gross rental

Permitted use (CI 12.2): Convenience store/ Milk Bar/ Coffee/ takeaway

Security deposit(CI.16.1): of *\$2,658.33 or *equivalent to months rent plus GST.

(*complete the one required and delete the other)

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

Market rent review dates (CI 24.1): 1/4/2024 & 1/4/2027

CPI adjustment of rent dates (CI 25.1):

Fixed rent increases percentage or amount (CI 26.1): 2.55

Fixed rent increases dates (CI 26.1): 1/4/2022 1/4/2023 1/4/2025 1/4/2026 1/4/2028 1/4/2029

Code 144

Commercial Lease Schedule®



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ABOUT THIS SCHEDULE

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

Landlord advice to the tenant

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

Date of this Lease: 24 / 03 / 20 21

Landlord: Joel Corey Pty Ltd & Petersburg Pty Ltd

Contact Person:

Address: **R1 21-27 Brunswick Road Brunswick East
Vic**

Postcode: **3056**

ACN:

ABN: **40 694 585 788**

Phone:

Mobile:

Fax:

Email:

Tenant: Aydin Bol (trading as Koffy Abn 24 660 791 183)

Contact Person: **Aydin Bol**

Address: **4/7 Dorset Road, Pascoe Vale Vic**

Postcode: **3044**

ACN:

ABN: **24 660 791 183**

Phone:

Mobile: **0419 506 421**

Fax:

Email: **bodrum@bodrumessendon.com.au**

Managing Agent: Nicholson Real Estate Pty Ltd

Managing Agent:

Address: **R1 21- 27 Brunswick Rd, BRUNSWICK
EAST Vic**

Postcode: **3057**

ACN:

ABN: **80338645729**

Phone: **03 93870966**

Mobile: **0411701133**

Fax: **03 93801985**

Email: **gab@nicholsonre.com.au**

Premises*: Shop front only Part of 282 Carrick Drive Gladstone Park Victoria 3043

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

Term: 3 years

Commencement date of the term: 01 / 04 / 20 21

Landlord's fixtures and fittings (Cl 5.1(a)): Hot water service Cool room & Split System Air conditioner and heating Unit



Audit Trail

Document

Request Id

11e5cf63-4f65-40a8-aaaf-5a0531a2e747

Created

Sep 16th 2025, 2:10 PM

Completed

Oct 13th 2025, 11:49 AM

Signing Complete

Agency		Agent	
Name	Nicholson Real Estate	Name	rentals@nicholsonre.com.au NRE
ABN	80338645729	Email	rentals@nicholsonre.com.au
Address			
R1/21 Brunswick Road Brunswick East VIC 3057			

Signing Events

- rentals@nicholsonre.com.au NRE created the signing request.

Sep 16th 2025, 2:10 PM
- Please sign this form by clicking the button below:
- Tenant (1) - Aydin Bol T/As Koffy was sent the signing request.

becsmith3044@gmail.com

Sep 16th 2025, 3:12 PM
- Tenant (1) - Aydin Bol T/As Koffy viewed the signing request.

Sep 16th 2025, 5:55 PM
- Tenant (1) - Aydin Bol T/As Koffy signed the document.

Oct 13th 2025, 11:49 AM

Aydin Bol T/As Koffy

Form

Form Id

349079

Name

282CARRICK- Lease Renewal 2024-2027

Template

Deed of Renewal of Commercial Lease

Recipients (1)

Tenant (1) - Aydin Bol T/As Koffy
becsmith3044@gmail.com

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 work 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.

PETERSBURG PTY LTD (ACN: 058 736 048)

&

JOEL COREY PTY LTD (ACN: 619 771 103)

Vendor/s

**CONTRACT OF SALE
INCORPORATING VENDOR'S
STATEMENT PURSUANT TO SECTION
32 OF THE SALE OF LAND ACT 1962**

PROPERTY:

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