

JAIME LIM and OI SING LIM

TO

CONTRACT OF SALE OF REAL ESTATE

PROPERTY: 66-70 GERTZ AVENUE, RESERVOIR, VIC 3073



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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**

Contract of Sale of Real Estate*

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

Property address **66-70 GERTZ AVENUE, RESERVOIR, VIC 3073**

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on / / 2025

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on / / 2025

Print name(s) of person(s) signing: **JAIME LIM and OI SING LIM**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Name: Harcourts Rata & Co
Address: 1/337 Settlement Road Thomastown VIC 3074
Email: _____
Phone: 0394657766 Mob: _____ Fax: _____ Ref: George Ioannou

VENDOR

Name: Jaime Lim and Oi Sing Lim
Address: _____
Email: _____

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: De Marco Lawyers
Address: 794A Pascoe Vale Road, Glenroy 3046
Email: satvinder.kaur@demarco.com.au
Phone: 03 9304 9500 Ref: Satvinder Kaur

PURCHASER

Name: _____
Address: _____
Email: _____

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

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

LAND (general conditions 3 and 9)

The land is:
described below:

Certificate of Title Reference		being lot	on plan
Volume 09002	Folio 500	122	PS096192
Volume 09002	Folio 501	123	PS096192
Volume 09002	Folio 502	124	PS096192

OR

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

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: **66-70 Gertz Avenue, RESERVOIR, VIC 3073**

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

All fixtures and fittings of a permanent nature.

PAYMENT (general condition 11)

Price \$

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

Balance \$ payable at settlement

GST (general condition 13)

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

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

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

SETTLEMENT (general condition 10)

is due on / / or earlier by agreement

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

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

LEASE (general condition 1.1)

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

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

TERMS CONTRACT (general condition 23)

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

LOAN (general condition 14)

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

Lender:

Loan Amount: \$ Approval Date: / /

SPECIAL CONDITIONS

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

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

Special Conditions – below and attached

Instructions: It is recommended that when adding special conditions:

- each special condition is numbered;
 - the parties initial each page containing special conditions;
 - a line is drawn through any blank space remaining on this page; and
 - attach additional pages if there is not enough space and number pages accordingly (eg. 5a, 5b, 5c, etc.)
-

1. Acceptance of title

General condition 12.4 is added:

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

2. Electronic Conveyancing

EC

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

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
 - (d) direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. Building Report – applies if the box is ticked

- 3.1 The Purchaser may end this contract within 7 days from the day of sale if the purchaser:
- (a) obtains a written report from the registered building practitioner 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.
- 3.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition
- 3.3 A notice under this special 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
- 3.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

4. Pest Report – applies if the box is ticked

- 4.1 The Purchaser may end this contract within 7 days from the day of sale if the purchaser:
- (a) obtains a written report from the pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 4.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition
- 4.3 A notice under this special 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
- 4.4 The pest controller operator may inspect the property at any reasonable time for the purpose of preparing the report.

SALE BY AUCTION

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

INFORMATION ONLY

DE MARCO LAWYERS - SPECIAL CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Contract unless the context otherwise requires:-

“**Bank**” means a body corporate authorised to carry on banking business in Australia under section 9 of the *Banking Act 1959* of the Commonwealth of Australia whose name includes the designation “bank”.

“**Bank Guarantee**” means an unconditional undertaking without an expiry date from a Bank in favour of the Vendor or the stakeholder to pay the Deposit on demand to the stakeholder on terms and conditions satisfactory to the Vendor at its sole discretion.

“**Building**” means the improvements of the Land, including, without limitations, any building, fencing, plant, equipment, fixtures, and fittings thereon owned by the Vendor except any specifically excluded from this sale.

“**Business Day**” means any day which is not a Saturday, Sunday or a public holiday in Victoria.

“**Deposit Bond**” means an irrevocable and unconditional undertaking with an expiry date not earlier than six months after the Sunset Date issued by an Australian Insurance Company in favour of the Vendor or the stakeholder to pay the Deposit on demand to the stakeholder on terms and conditions satisfactory to the Vendor at its sole discretion.

“**General Conditions**” means the General Conditions prescribed by the Estate Agents (Contracts) Regulations 2008.

“**GST**” means a tax calculated by reference to the value of goods and/or services provided calculated and levied at the point of sale for goods.

“**Occupancy Permit**” means an Occupancy Permit for the use of the property as a home.

“**Owners Corporation**” means the Owners Corporation established upon registration of the Plan.

“**Owners Corporation Regulations**” means the regulations prescribed by the *Owners Corporation Act 2006* from time to time.

“**Particulars of Sale**” means the Particulars of Sale to which these special conditions are attached.

“**Plan**” means the Plan of Subdivision referred to in the Particulars of Sale.

1.2 Interpretation

In this Contract unless the context otherwise requires:-

- (a) words importing the singular include the plural and vice versa;
- (b) words referring to one gender include the other;
- (c) words importing persons include corporation, incorporated and unincorporated associations, government bodies, authorities and other legal entities;
- (d) examples and words of inclusion are not words of limitation;
- (e) words set out in the left hand column of the Particulars of Sale have the meanings set out beside them;
- (f) where more than one person is described in this Contract as Purchaser all such persons assume their agreements and obligations under this Contract (and the provisions of this Contract shall bind them) jointly and severally;

- (g) headings and sub-headings of any of the special conditions of this Contract have been included for the sake of ease of reference only and shall not affect the meaning or interpretation of this Contract;
- (h) this Contract is governed by the laws of the State of Victoria and its courts are the exclusive forum for any dispute;
- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract or part of it;
- (j) where any time period is to be calculated from a specified date, that date must be included in the calculation;
- (k) it is not necessary for the Vendor to incur any expense or make any payment before enforcing a right of indemnity;
- (l) this Contract binds and enures for the benefit of successors and permitted transferees or assigns of the parties;
- (m) a reference to any statute or any law includes all amendments to and re-enactments and replacements of that statute or law and all rules, regulations and other subordinate legislation made under any of the above;
- (n) time shall remain of the essence of this Contract notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser;
- (o) the provisions of this Contract cannot be varied except by a subsequent document executed by the parties or their lawyers expressed to vary or be made in substitution for, this Contract.
- (p) General Conditions 8,11.6, 24.4, 24.5, 24.6 and 26 shall not apply to this Contract.

2. WHOLE CONTRACT

The Purchaser acknowledges and agrees that:-

- 2.1 the Vendor's Agent has acted as Agent of the Vendor;
- 2.2 no information representations or warranty of the Vendor, the Vendor's Lawyer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 2.3 no information representation or warranty has in fact been so relied upon, except such as are expressly included herein;
- 2.4 the Purchaser was given a Vendor's Statement before signing this Contract;
- 2.5 the Purchaser has relied solely on its own judgment in purchasing the Property and the Chattels for the Price and upon the conditions set out in this Contract;
- 2.6 this Contract contains the entire understanding of the parties with reference to the subject matter of this Contract and is the whole and full repository of the agreement between the Vendor and the Vendor's Agent and the Purchaser;
- 2.7 there are no other understandings, agreements, warranties or representations whether express or implied or extending defining or otherwise in relation to the provisions hereof or binding upon the parties hereto with respect to the matters to which this Contract relates except those (if any) expressly included in this Contract;
- 2.8 without limiting the generality of the foregoing, no promise, representation or warranty has been given that the property is or will remain fit suitable or adequate for all or any of the purposes of the Purchaser;
- 2.9 all warranties and terms implied by law in relation to the fitness, suitability or adequacy of the Property (to the maximum extent permitted by law) shall not apply to this Contract; and
- 2.10 the Vendor may at its sole discretion treat as repudiation of this contract by the Purchaser and may accept that repudiation and end this Contract if any claim is made by the Purchaser that the Vendor or anyone on its behalf made any misrepresentation to the Purchaser in relation to the Property or this contract. The Deposit is to be refunded to the Purchaser if this contract is ended under this Special Condition and the Purchaser will have no further claim against the Vendor or any other person in relation to the alleged misrepresentation.

3. PURCHASER'S GENERAL ACKNOWLEDGMENTS

The Purchaser acknowledges and agrees that prior to entering into this Contract the Purchaser has satisfied itself:

- 3.1 by physical examination and inspection as to the state of repair and condition fitness for purpose, quality and quantity of (and any Contamination affecting) the Property and each and every part thereof and of each of the goods;
- 3.2 by perusal of all relevant documents as to the terms and conditions of each of the encumbrances referred to in the Particulars of Sale;
- 3.3 that any improvements on the Property may be subject to or require compliance with the Victorian Regulations, Municipal by-laws, relevant statutes and any regulation thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any or more of those laws shall be deemed not to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground; and
- 3.4 has purchased the Property as a result of the Purchaser's own inspections or inquiries and it its present condition and state of repair and subject to all faults and defects both latent or patent and except to any extent expressly provided in this Contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters.

4. TOWN PLANNING

The Purchaser shall not requisition, object or claim compensation in respect of any restriction or prohibition on the use or development of or any zoning overlay or reservation affecting the Property under any Planning Act or scheme or in any legislation or imposed by any authority empowered by legislation to control the use or development of the Land.

5. NON MERGER

Any provision of this Contract which is capable of taking effect after completion of this Contract shall not merge on completion but rather shall continue in full force and effect.

6. DEFAULT

- 6.1 The Purchaser breaching this Contract shall pay upon demand all expenses incurred by the Vendor as a result of such breach notwithstanding: -
 - (a) that the Purchaser may not be aware at the date of the Contract of the particular consequences which may flow from a delay in settlement; and
 - (b) that such damages could not have reasonably been foreseen by the Purchaser.
- 6.2 The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the 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 Settlement Date") the Vendor will or may suffer the following 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:
 - (a) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
 - (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date;
 - (c) Accommodation expenses necessarily incurred by the Vendor;
 - (d) Legal costs and expenses as between the Vendor's solicitor and the Vendor; and
 - (e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

- 6.3 If the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until:-
- (a) Remedy by the Purchaser of the relevant default;
 - (b) Payment by the Purchaser of all expenses incurred by the Vendor as a result of the default including, without limitation:-
 - i. Legal costs on a lawyer/client basis and disbursements incurred in drawing and giving the notice and any advice and attendances;
 - ii. All additional costs incurred by the Vendor including, without limitation, interest, discount on bills and borrowing expenses; and
 - iii. Payment by the Purchaser of interest pursuant to this Contract.

7. DEFAULT INTEREST

Should the Purchaser default in payment of any of the purchase moneys due under the Contract, then interest at a rate of 8 per cent higher than the rate for the time being fixed under the **Penalty Interest Rate Act 1983** shall be paid on demand by the Purchaser to the Vendor. The said interest shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable upon demand without the necessity for any notice in writing to be served on the Purchaser. The Vendor shall not be obliged to settle unless all money due and payable is provided at settlement.

8. DOCUMENTS AT SETTLEMENT

- 8.1 The Purchaser acknowledges that at the Settlement Date the Certificate(s) of Title relating to the Property may not have issued from the Land Titles Office and may not be able to be handed to the Purchaser at settlement.
- 8.2 The Purchaser will accept at settlement in lieu of the Certificate(s) of Title relating to the Property a Transfer with an order to register directing the Land Titles Office to issue the Certificate(s) of Title to the person nominated by the Purchaser.
- 8.3 The number seven (7) shall be substituted for three (3) in General Condition 11.6 in Form 2.

9. OWNERS CORPORATION (IF APPLICABLE)

- 9.1 The Purchaser acknowledges that the Property may be sold subject to the provisions of the **Owners Corporation Act 2006** (Vic) and in particular subject to:
- (a) the lot entitlement and lot liability and all other information as set out in the Plan;
 - (b) the provisions of the **Owners Corporation Act 2006** ("the Act") and Regulations;
 - (c) the easements expressed or implied affecting the Land by virtue of the Act;
 - (d) the Owners Corporation Rules as amended, varied or supplemented and from time to time in force.
- 9.2 The Purchaser further acknowledges that the property may be sold subject to the amount of any special levy made on the Vendor pursuant to the Act or Owners Corporation or regulations in respect of the liabilities of the Owner's Corporation. Such levies struck before the day of sale shall be borne by the Vendor however the amount of any such levy made on the Vendor on or after the day of sale shall be borne by the Purchaser and shall not be subject to apportionment at settlement.
- 9.3 Levies imposed pursuant to the Act and regulations for recovery of general administration and maintenance, insurance, rates and taxes and other recurrent obligations of the Owners Corporation shall be adjusted between the Vendor and Purchaser at settlement.

10. TENANCIES (IF APPLICABLE)

- 10.1 In this Contract and unless the context otherwise requires:-

"**Bonds**" means all moneys paid to the Vendor by the Tenants and all bank guarantees or bankers undertakings Tenants may have caused to be given to the Vendor as security for the performances of their obligations under the Tenancy Agreement.

“Estimated Payment” means an amount paid by the Tenant under a Tenancy on account of an amount that will be determined at a later date as the amount actually payable by the Tenant on the relevant account.

“Non-recoverable” means outgoings which are not recoverable.

“Outgoings” means all outgoings in relation to the Property whether recoverable from the Tenant or not and including without limitation:-

- (a) all rates and land taxes;
- (b) all variable outgoings, apportionable outgoings or statutory outgoings;
- (c) insurance premiums.

“Recoverable” means outgoings recoverable from the Tenants under the terms of the tenancy agreement.

“Tenancies” means the leases, tenancies, licences and other rights to occupy the premises including those identified as Encumbrances against the property in the Contract of Sale.

“Tenancy Arrears” means money owed by the Tenants to the Vendor in relation to Tenancies unpaid on the Settlement Date.

“Tenancy Documents” means documents held by the Vendor recording the Tenancies.

“Tenants” means tenants or occupiers of the Property identified as Encumbrances and any other person granted Tenancy after the Day of Sale.

10.2 The Purchaser acknowledges:-

- (a) that the Property is sold subject to the Tenancies and that it has made its own investigations and enquires in relation to the Tenancies, has inspected the Tenancy Documents and that the Vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either that the Tenancies comply with or that the Vendor in respect of the Tenancies has complied with any law, including without limitation any laws regarding residential or retail tenancies;
- (b) that even though the Property is sold Subject to a Lease as at the Day of Sale the Purchaser acknowledges that the Tenant may give the Vendor the required notice to vacate the Property following the Day of Sale. The Purchaser will not object, rescind this Contract or claim compensation if the Tenancy Agreement is terminated prior to settlement.

10.3 The Purchaser acknowledges that the Property is sold subject to the Tenancies and that it has made its own investigations and enquiries in relation to the Tenancies, has inspected the Tenancy Documents and that the Vendor gives no warranty as to the validity or enforceability of any of the Tenancies and gives no warranty either whether the Tenancies comply with or that the Vendor in respect of the Tenancies has complied with any law, including without limitation any laws regarding residential or retail tenancies.

10.4 The Purchaser acknowledges that the Tenant may have installed their own property in the Property and may be entitled under the terms of their Tenancy to remove that property. The Purchaser must not make any requisition, objection or claim in relation to the identification of any property which the Tenants are entitled to remove from the Property or in relation to the removal of any of the property.

10.5 The Purchaser must after the Settlement Date comply with all the Vendor's obligations in relation to the Tenancy. At the Vendor's request the Purchaser must enter into a deed with the Tenants under which the Purchaser for itself and its successors in title confirms and agrees to comply with the Tenancies.

10.6 On or before the Settlement Date the Vendor will deliver to the Purchaser:-

- (a) the Tenancy Documents (which may either be originals or copies);
- (b) notice to the Tenants or Managing Agent advising of the change of ownership of the Property and directing the Tenants to pay future rental as directed by the Purchaser or its Solicitor.

10.7 Before the Settlement Date:-

- (a) the Vendor may do anything as it sees fit (including without limitation but subject to the Purchaser's consent which must not be unreasonably withheld or delayed) terminate Tenancies in order to obtain moneys owed by the Tenants;
- (b) the Vendor may do all things reasonably for the proper management of the Property (including without limitation but subject to the Purchaser's consent which must not be unreasonably withheld or delayed) grant new Tenancies on the best terms that may be reasonably obtained for those parts of the Property that are now or which may become vacant.

10.8 On the Settlement Date:-

- (a) an adjustment must be made in relation to all Non-recoverables. The Vendor is responsible for Non-recoverables apportionable to the period prior to and on the Settlement Date and the Purchaser is responsible for the relevant Non-recoverables apportionable to the period after the Settlement Date.
- (b) Recoverables are to be dealt with as follows:-
 - (i) on the Settlement Date the Vendor must allow in the Purchaser's favour an amount equal to any contributions received by the Vendor from the Tenants which are contributions on account of Recoverables paid in advance (but not yet applied by the Vendor to payment of the relevant Outgoings);
 - (ii) on the Settlement Date the Purchaser must allow in the Vendor's favour an amount for Recoverables paid by the Vendor which have not been recovered from the Tenants.
- (c) outgoings which are payable by the Tenant direct to third parties are not to be adjusted and the Vendor is not required to pay any of those Outgoings that may be unpaid at the Settlement Date;
- (d) the Vendor must allow and adjust in the Purchaser's favour an amount equal to all rent, licence fees or occupation fees paid in relation to the Tenancies for the period after the Settlement Date.
- (d) The Purchaser must allow and adjust in the Vendor's favour an amount equal to all rent, licence fees or occupation fees not paid in relation to the Tenancies for the period up to and including the Settlement Date.

10.9 Notwithstanding special condition 10.8(e) the Purchaser (if requested by the Vendor):-

- (a) irrevocably appoints the Vendor its Attorney to commence and continue legal proceedings after the Settlement Date in the Purchaser's name against the Tenants for recovery of Tenancy Arrears. If the Vendor commences those proceedings it must do so at its sole costs and it indemnifies the Purchaser against all costs the Purchaser may incur in relation to those proceedings;
- (b) when requested by the Vendor the Purchaser must sign all documents and do all things necessary to transfer to the Vendor the Purchaser's rights to the Tenancy Arrears;
- (c) must take the action the Vendor reasonably requires in connection with recovery of Tenancy Arrears.

11. ADJUSTMENTS

The Purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, **five business days prior to the settlement date**. Should the adjustments and certificates not be received 5 days prior to the settlement date, the purchaser will be liable to pay a late adjustment fee of \$330.00 inc.GST.

The Statement of Adjustments is to be provided to the Vendors Conveyancer via email and does not entitle the Purchasers representative to load the Statement of Adjustments into the PEXA workspace. The Purchasers representative will be liable for any breach of this Special Condition.

12. DEPOSIT

General condition 11.1 is amended to read -The purchaser must pay the deposit equal to 10% or as agreed between the parties of the purchase price;

- (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.

- (d) The deposit is due to be paid on the date listed in the particulars of sale, if no date is nominated for the date in which the deposit becomes due, the deposit becomes due and payable, within 7 days of the contract becoming unconditional.
- (e) If the deposit is not paid on or before the due date the purchaser is in default under the contract and the vendor is entitled to an interest at a rate of 5% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 on the deposit owing under the contract during the period of which the deposit has not been paid from the deposit due date until the date to which the deposit has been paid by the purchaser; and
- (f) If the purchaser does not pay the deposit equal to 10% of the purchase price or as agreed between the parties and contract ends by a default notice given by the vendor under general condition 28.4 the vendor is entitled to receive a deposit equal to 10% of the purchase price or as agreed between the parties as the vendor's absolute property whether the deposit has been paid or not.

13. NOMINATION

If the contract states that the property is sold to a named purchaser 'and/or nominee' the named purchaser shall only have the right to nominate a substitute or additional purchaser no later than 14 days prior to the settlement date, but 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 of such nomination that: -

- (a) The purchaser and/or named purchaser shall pay the vendor's Conveyancer the additional sum of \$330.00 (inclusive of GST).
- (b) 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.
- (c) If the nominated purchaser or one or more of them is an incorporated body, then the named purchaser shall deliver a personal guarantee to the vendor's representative, signed by all the directors of the said incorporated body

14. LAND TAX

Notwithstanding General Condition 15 of the Contract, and pursuant to the State Taxation and Other Acts Amendment Act 2023 (Vic) there shall be no apportionment of land tax between the Vendor and Purchaser unless the sale price is over the threshold amount, the threshold amount commences at \$10 million for the year from 1 January 2024, and is adjusted for each calendar year in line with inflation and as published by the Director of Consumer Affairs

Further there shall be no apportionment of windfall gains tax between the Vendor and Purchaser where the Vendor's windfall gains tax liability has been assessed before this Contract was signed.

15. SETTLEMENT

General Condition 10 is amended by adding additional clause 10.4 as:

If the settlement is rescheduled by the purchaser, the purchaser shall pay the Vendor's Solicitor/Conveyancer an amount of \$385.00 Inc.GST for each rescheduled settlement.

16. SETTLEMENT OTHER THAN AUTHORISED ELECTRONIC NETWORK OPERATOR("ELNO")

Where a transaction is not supported by an authorised ELNO or is unable to be conducted via an authorised ELNO and a traditional paper settlement is required by the Purchaser, the Purchaser acknowledges and agrees to pay the Vendors Settlement Attendance fees for the preparation of documents and physical settlement attendance at a location to be advised, such fees are \$330.00 incl GST and shall be adjusted at settlement.

17. SWIMMING POOL/SPA

In the event that the property includes a swimming pool/spa, the Purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool/spa located on the property may not have fencing or safety measures that comply with Building Regulations 2018.

The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with current building regulations and the Purchaser agrees that they cannot terminate this Contract in the event that the swimming pool/spa does not comply with current building regulations, nor will the Purchaser require the Vendor to comply with any notice issued by any authority nor seek any compensation from the Vendor for any noncompliance.

18. SOLAR PANELS

The vendor makes no representations or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

19. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- (a) Words defined or used in Subdivision 14-D of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** have the same meaning in this special condition unless the context requires otherwise.
- (b) Every vendor under this contract is a foreign resident for the purposes of this special 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.
- (c) The special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value 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.
- (d) 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.
- (e) The purchaser must:
 - engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in the special condition; and
 - ensure that the representative does so.
- (f) 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:
 - pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - promptly provide the vendor with proof of payment; and
 - otherwise comply, or ensure compliance with, this special condition; despite:
 - any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in the contract to the contrary.
- (g) The representative is taken to have complied with the obligations in sub-clause (f) if:
 - the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- (h) 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.
- (i) 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.
- (j) The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

INFORMATION ONLY

GUARANTEE AND INDEMNITY

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

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

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

General Conditions

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

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

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

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11

7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor –

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

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

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

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

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

9.5 The contract will be at an end if:

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

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

10.1 At settlement:

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

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The purchaser must pay the deposit:

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

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

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

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

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

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

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

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

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

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

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

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

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

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

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

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

14. LOAN

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

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

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

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

15. ADJUSTMENTS

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

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

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

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by –

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

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

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

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

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

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

Vendor Statement

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

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

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

Land	66-70 GERTZ AVENUE, RESERVOIR, VIC 3073	
Vendor's name	JAIME LIM	Date / /
Vendor's signature		
Vendor's name	OI SING LIM	Date / /
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

	To	
--	----	--

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

1.3 Terms Contract

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

Not applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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	AVPC No
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	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	Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not applicable.

2.2 Owner Builder

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

Not applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) is as follows: -
- (b) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) are as set out in the attached copies of the title documents otherwise none known to the vendor.
- (c) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

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

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

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

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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:

Not applicable.

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not Applicable.

8. SERVICES

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

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

The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the Purchaser will have to have the service reconnected. Any fee for connection of supply or installation of meters shall be payable by the Purchaser. The Purchaser should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.

9. TITLE

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not applicable.

10.2 Staged Subdivision

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

Not applicable.

10.3 Further Plan of Subdivision

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

Not applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

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

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

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

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

Page 1 of 1

VOLUME 09002 FOLIO 500

Security no : 124123279588C
Produced 31/03/2025 01:26 PM

LAND DESCRIPTION

Lot 122 on Plan of Subdivision 096192.
PARENT TITLE Volume 08918 Folio 952
Created by instrument LP096192 18/12/1973

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JAIME LIM
OI SING LIM both of 60 BUCKMASTER DR MILL PARK 3082
W249849C 26/08/1999

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE W249850C 26/08/1999
COMMONWEALTH BANK OF AUSTRALIA

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 LP096192 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: 66-70 GERTZ AVENUE RESERVOIR VIC 3073

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END

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

Page 1 of 1

VOLUME 09002 FOLIO 501

Security no : 124123279589A
Produced 31/03/2025 01:26 PM

LAND DESCRIPTION

Lot 123 on Plan of Subdivision 096192.
PARENT TITLE Volume 08918 Folio 952
Created by instrument LP096192 18/12/1973

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
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DIAGRAM LOCATION

SEE LP096192 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: 66-70 GERTZ AVENUE RESERVOIR VIC 3073

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END

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

Page 1 of 1

VOLUME 09002 FOLIO 502

Security no : 124123279587B
Produced 31/03/2025 01:26 PM

LAND DESCRIPTION

Lot 124 on Plan of Subdivision 096192.
PARENT TITLE Volume 08918 Folio 952
Created by instrument LP096192 18/12/1973

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JAIME LIM
OI SING LIM both of 60 BUCKMASTER DR MILL PARK 3082
W249849C 26/08/1999

ENCUMBRANCES, CAVEATS AND NOTICES

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DIAGRAM LOCATION

SEE LP096192 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: 66-70 GERTZ AVENUE RESERVOIR VIC 3073

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END

Imaged Document Cover Sheet

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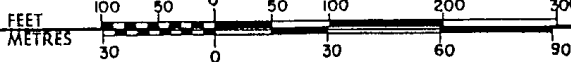
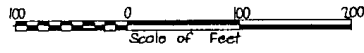
Document Type	Plan
Document Identification	LP096192
Number of Pages (excluding this cover sheet)	2
Document Assembled	31/03/2025 13:26

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PLAN OF SUBDIVISION OF PART OF CROWN PORTION 14 PARISH OF KEELBUNDORA COUNTY OF BOURKE



V.8918 F.952

NOTATIONS

Lots 1 to 100, 126 to 152,
157 to 337 & 354 to 395
all inclusive have been
omitted from this plan.

LP 96192
EDITION 3
PARISH/SHIP/CHART 33

APPROPRIATIONS

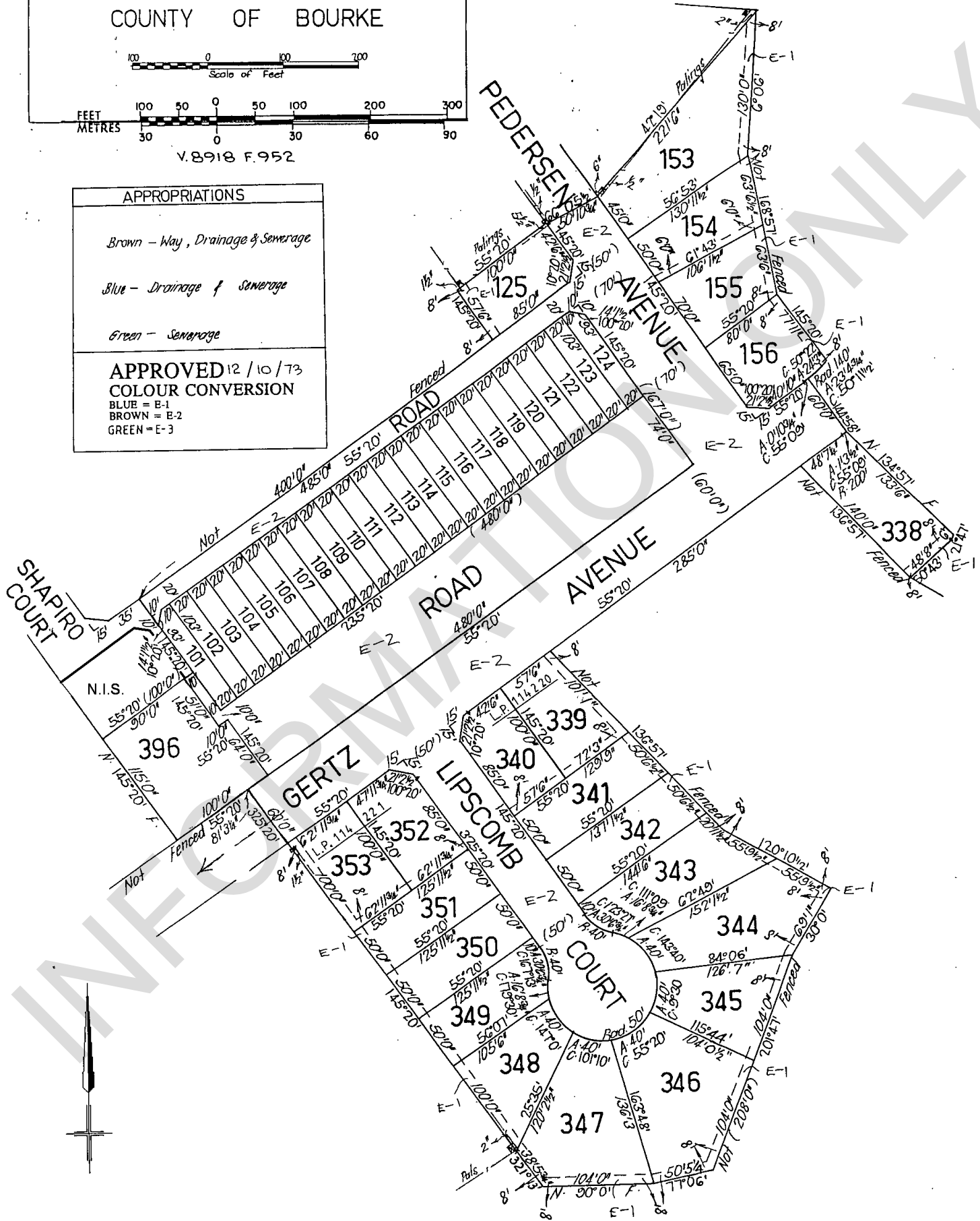
Brown - Way, Drainage & Sewerage

Blue - Drainage & Sewerage

Green - Sewerage

APPROVED 12/10/73
COLOUR CONVERSION

BLUE = E-1
BROWN = E-2
GREEN = E-3



PROPERTY DETAILS

Address: **66-70 GERTZ AVENUE RESERVOIR 3073**

Lot and Plan Number: **This property has 3 parcels. See table below**

Standard Parcel Identifier (SPI): **See table below**

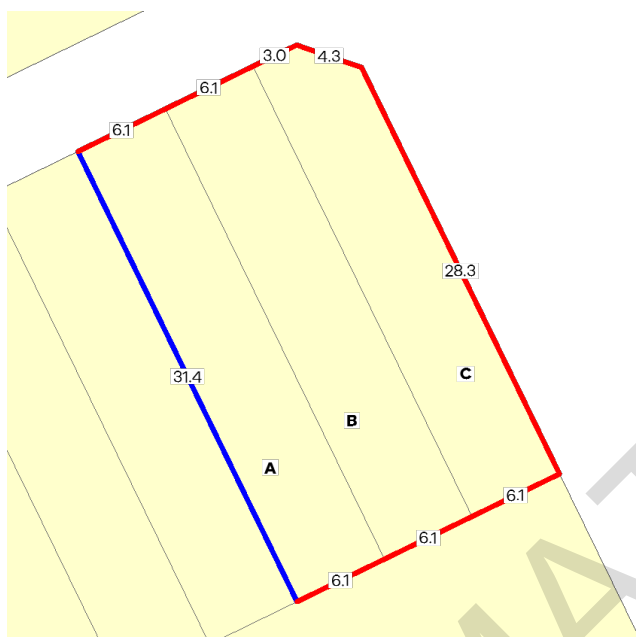
Local Government Area (Council): **DAREBIN** www.darebin.vic.gov.au

Council Property Number: **179184**

Directory Reference: **Melway 19 C1**

SITE DIMENSIONS

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



Area: 569 sq. m

Perimeter: 98 m

For this property:

— Site boundaries

— Road frontages

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

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

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

PARCEL DETAILS

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

	Lot/Plan or Crown Description	SPI
A	Lot 122 LP96192	122\LP96192
B	Lot 123 LP96192	123\LP96192
C	Lot 124 LP96192	124\LP96192

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: **NORTHERN METROPOLITAN**

Legislative Assembly: **PRESTON**

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.

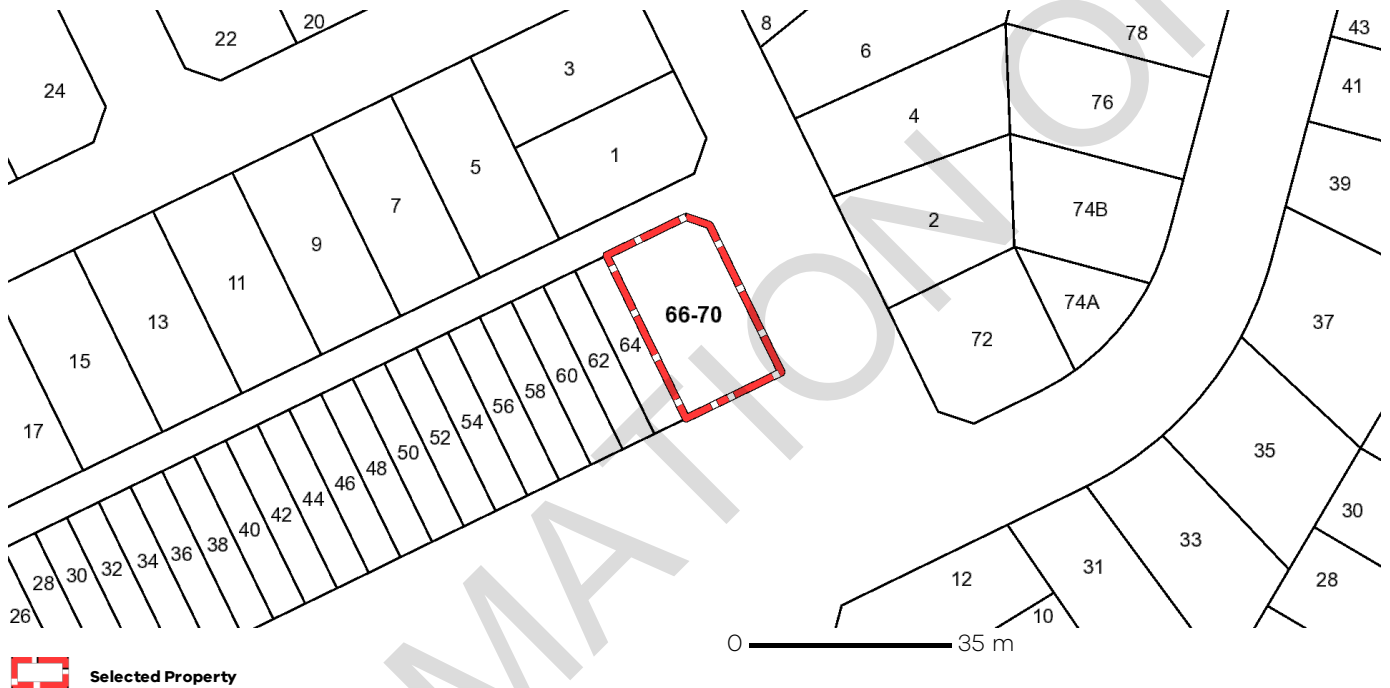
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



From www.planning.vic.gov.au at 09 April 2025 09:15 AM

PROPERTY DETAILS

Address: **66-70 GERTZ AVENUE RESERVOIR 3073**
 Lot and Plan Number: **More than one parcel - see link below**
 Standard Parcel Identifier (SPI): **More than one parcel - see link below**
 Local Government Area (Council): **DAREBIN**
 Council Property Number: **179184**
 Planning Scheme: **Darebin**
 Directory Reference: **Melway 19 C1**

www.darebin.vic.gov.au

[Planning Scheme - Darebin](#)

This property has 3 parcels. For full parcel details get the free Property report at [Property Reports](#)

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: **NORTHERN METROPOLITAN**
 Legislative Assembly: **PRESTON**

OTHER

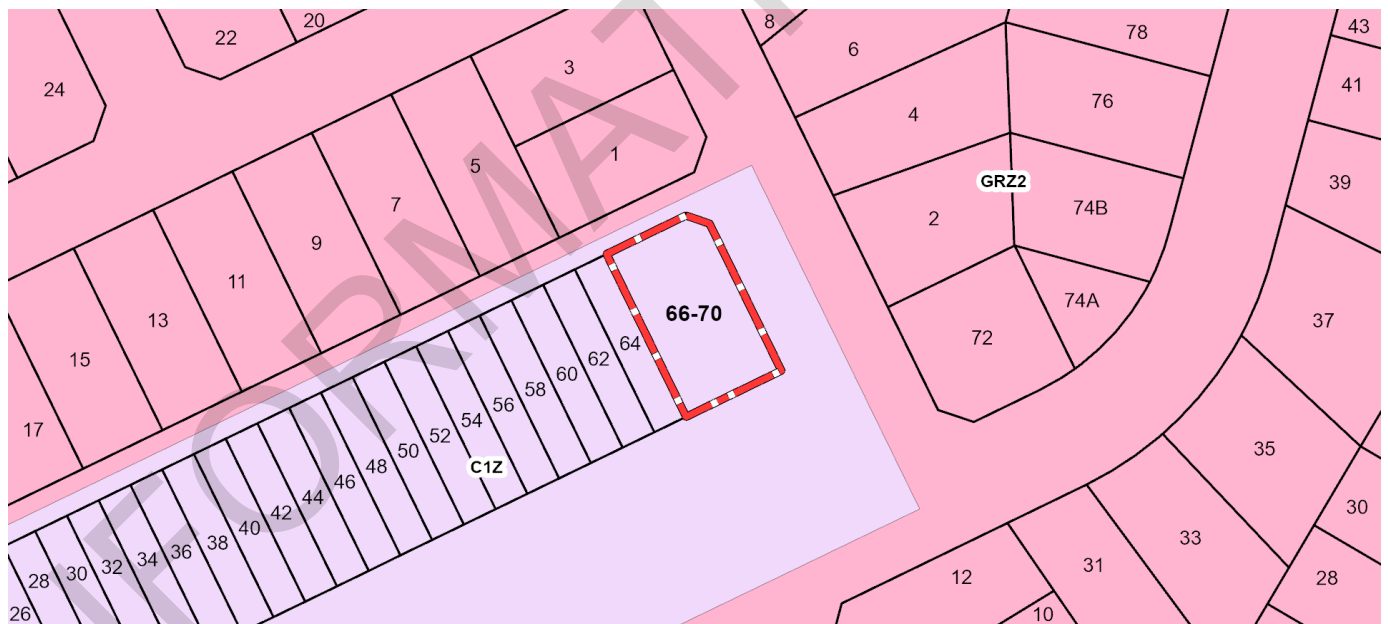
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



C1Z - Commercial 1

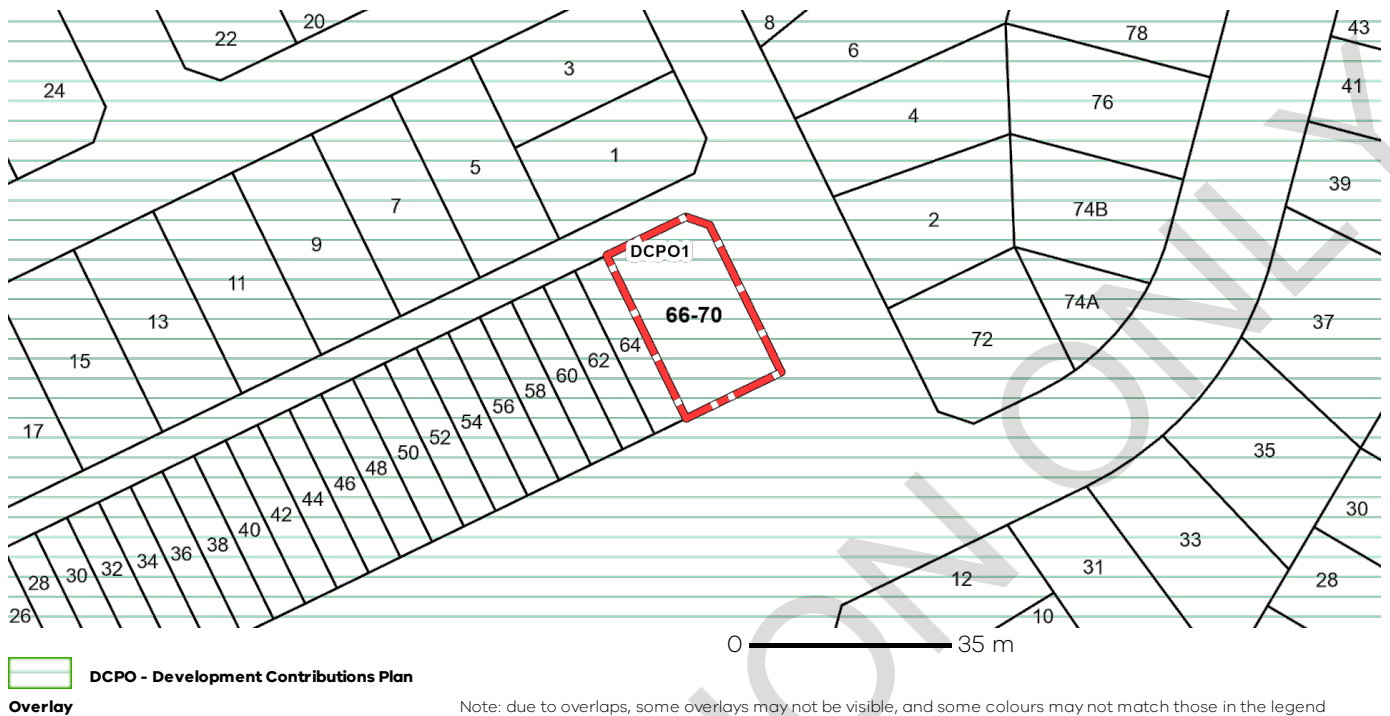
GRZ - General Residential

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

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)



Further Planning Information

Planning scheme data last updated on 03 April 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.maps.vic.gov.au/vicplan>

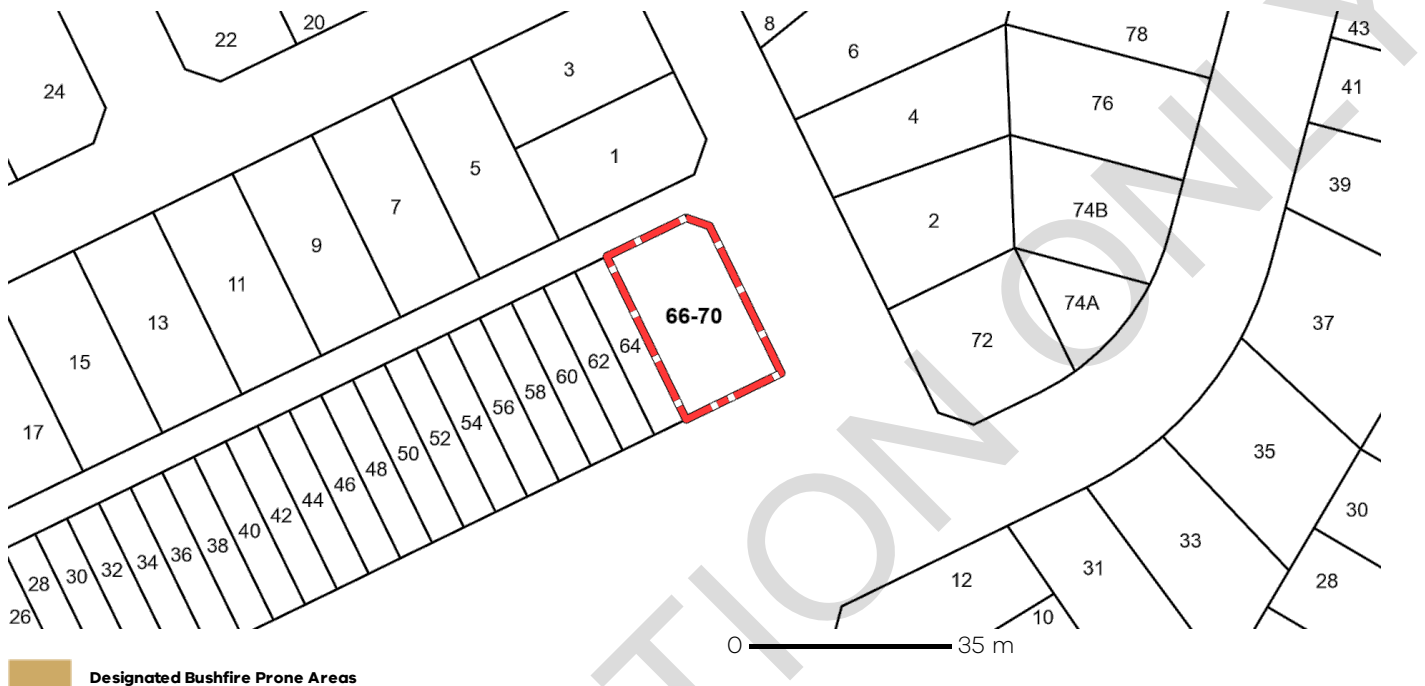
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1125222

APPLICANT'S NAME & ADDRESS

**BDM LEGAL P/L T/AS DE MARCO LAWYERS C/- INFOTRACK
(PRACTICE EVOLVE) C/- LANDATA**

DOCKLANDS

VENDOR

LIM, OI SING

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

102915

This certificate is issued for:

LOT 123 PLAN LP96192 ALSO KNOWN AS 66 - 70 GERTZ AVENUE RESERVOIR
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

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

The land:

- is included in a COMMERCIAL 1 ZONE
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

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

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

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

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

01 April 2025

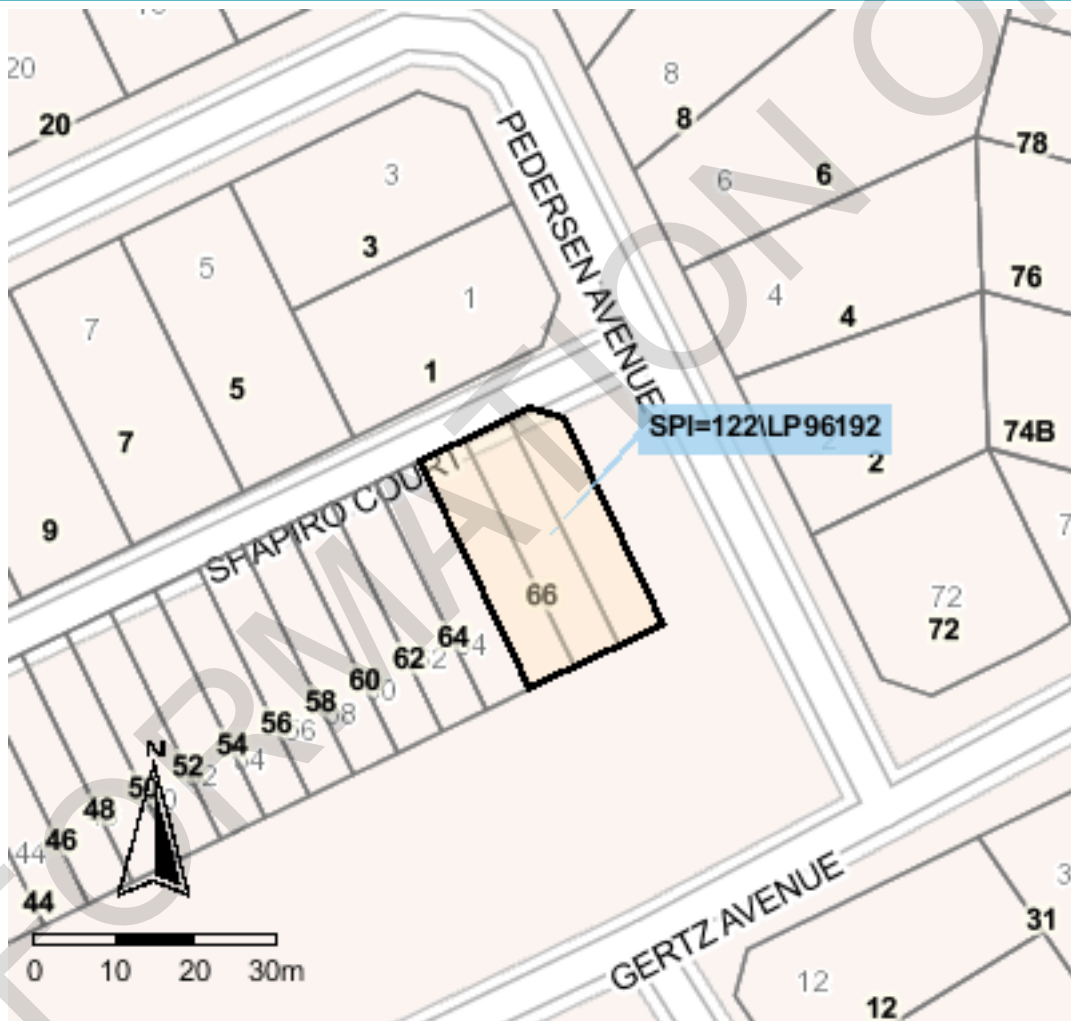
Sonya Kilkeny
Minister for Planning

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

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

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

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

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

Privacy Statement

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

Property Clearance Certificate

Land Tax



INFOTRACK / BDM LEGAL P/L T/AS DE MARCO LAWYERS

Your Reference:	411910-1
Certificate No:	88663347
Issue Date:	31 MAR 2025
Enquiries:	ESYSPROD

Land Address: 66 -70 GERTZ AVENUE RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42774655	123	96192	9002	501	\$982.19
	122	96192	9002	500	

Vendor: JAIME LIM & OI SING LIM

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MR JAIME LIM	2025	\$380,000	\$982.19	\$0.00	\$982.19

Comments: Land Tax will be payable but is not yet due - please see notes on reverse. Property is 33% exempt: LTX Principal Place of Residence.

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):	\$800,000
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SITE VALUE (SV):	\$380,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$982.19
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Notes to Certificate - Land Tax

Certificate No: 88663347

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 = \$1,590.00

Taxable Value = \$380,000

Calculated as \$1,350 plus (\$380,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$8,000.00

Taxable Value = \$800,000

Calculated as \$800,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 88663347

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: 88663347

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



INFOTRACK / BDM LEGAL P/L T/AS DE MARCO LAWYERS

Your Reference: 411910-1

Certificate No: 88663347

Issue Date: 31 MAR 2025

Enquires: ESYSPROD

Land Address: 66 -70 GERTZ AVENUE RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42774655	123	96192	9002	501	\$0.00
	122	96192	9002	500	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
214.2	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:	\$800,000
SITE VALUE:	\$380,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 88663347

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



INFOTRACK / BDM LEGAL P/L T/AS DE MARCO LAWYERS

Your Reference:	411910-1
Certificate No:	88663347
Issue Date:	31 MAR 2025

Land Address: 66 -70 GERTZ AVENUE RESERVOIR VIC 3073

Lot	Plan	Volume	Folio
123	96192	9002	501
122	96192	9002	500

Vendor: JAIME LIM & OI SING LIM
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 88663347

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 88663349

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: 88663349

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Certificate Number: 5305/2024
Darebin Reference Number: 14063.2

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001

**LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989**

Date of Issue	31-Mar-2025
Assessment Number	14063.2
Applicant Reference	76338398-025-2:112826
Certificate Number	5305/2024
Property Location	66-70 Gertz Avenue RESERVOIR VIC 3073
Property Description	CT-9002/500, CT-9002/501, CT-9002/502 LOT 122 LP 96192, LOT 123 LP 96192, LOT 124 LP 96192 AVPCC - 211.2 - Shop and Dwelling (Single Occupancy)

This Certificate provides information regarding valuations, rates, charges, other moneys owing, and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

This Certificate is not required to include information regarding planning, building, health, land fill, landslips, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

The level of value date is 1-Jan-2024 and the date of operation of the valuation for this property is 01-July-2024.

Site Value	\$380,000
Capital Improved Value	\$800,000
Net Annual Value	\$54,820

Certificate Number: 5305/2024
Darebin Reference Number: 14063.2

Rates and charges levied for the period 01/07/2024 - 30/06/2025

Council uses Capital Improved Value for rating purposes at the following rate in the \$:

Residential	0.00174674	Residential Vacant Land	0.00524022
Business	0.00305680	Business Vacant Land	0.00698696
Vacant Retail Land	0.00698696	Mixed Use Land	0.00244544

Arrears to 30-Jun-2024	\$24,774.91
Arrears of Legal Fees	\$0.00
Mixed Use Rates	\$1,956.35
Fire Service Property Levy – Commercial	\$798.20
Environmental Charge	\$44.95
Interest on Current Rates to Date	\$62.45
Interest on Arrears to Date	\$1,367.50
Legal Costs	\$0.00
Lees State Government Pension Rebate	\$0.00
Less Council Concession	\$0.00
Less FSPL Rebate	\$0.00
Less Payments	-\$2,799.50
Rates and Charges due:	\$26,204.86
Special Rates and Charges due:	\$0.00
Total due for property: 66-70 Gertz Avenue RESERVOIR VIC 3073	\$26,204.86

Pay settlements by:

- BPAY quoting Biller Code: **7831** and reference number **0140632**
To pay \$26,204.86
- Council's website by Visa or MasterCard visiting darebin.vic.gov.au
Reference number 140632 to pay \$26,204.86

To obtain a Land Information Certificate update please telephone 03 8470 8880 or email revenue@darebin.vic.gov.au with your certificate number and the property address.

Certificate Number: 5305/2024
Darebin Reference Number: 14063.2

General Information

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

Notice of Acquisitions should be sent to revenue@darebin.vic.gov.au

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989*.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Darebin City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

This property may not be eligible to receive a Parking Permit for on street parking. Darebin Council introduced a Policy to manage on-street parking that came into effect on 20 December 2004. For properties developed before 2004, the number of permits a property is eligible for varies. Most new developments since then are NOT eligible for parking permits and would need to park on their property, and/or in line with any on-street parking restrictions.

The Policy is subject to Council review from time to time, and Council advises property purchasers to check the Policy. For further information please contact Customer Service on (03) 8470 8888 or visit www.darebin.vic.gov.au to view a copy of Council's Policy.

DISCLAIMER: Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

Vendor Conveyancer note: If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 5305/2024
Darebin Reference Number: 14063.2

IMPORTANT INFORMATION RELATING TO THIS PROPERTY

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies, and interest payable to Darebin City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$29.70 being the fee for this certificate.

A handwritten signature in black ink, appearing to read "Yvonne Condello".

Yvonne Condello
REVENUE SERVICES COORDINATOR

INFORMATION ONLY

31st March 2025

BDM Legal P/L t/as De Marco Lawyers C/- InfoTrack
LANDATA

Dear BDM Legal P/L t/as De Marco Lawyers C/- InfoTrack ,

RE: Application for Water Information Statement

Property Address:	66-70 GERTZ AVENUE RESERVOIR 3073
Applicant	BDM Legal P/L t/as De Marco Lawyers C/- InfoTrack LANDATA
Information Statement	30929432
Conveyancing Account Number	7959580000
Your Reference	102915

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
- Rates Certificate
- Indemnity

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	66-70 GERTZ AVENUE RESERVOIR 3073
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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	66-70 GERTZ AVENUE RESERVOIR 3073
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

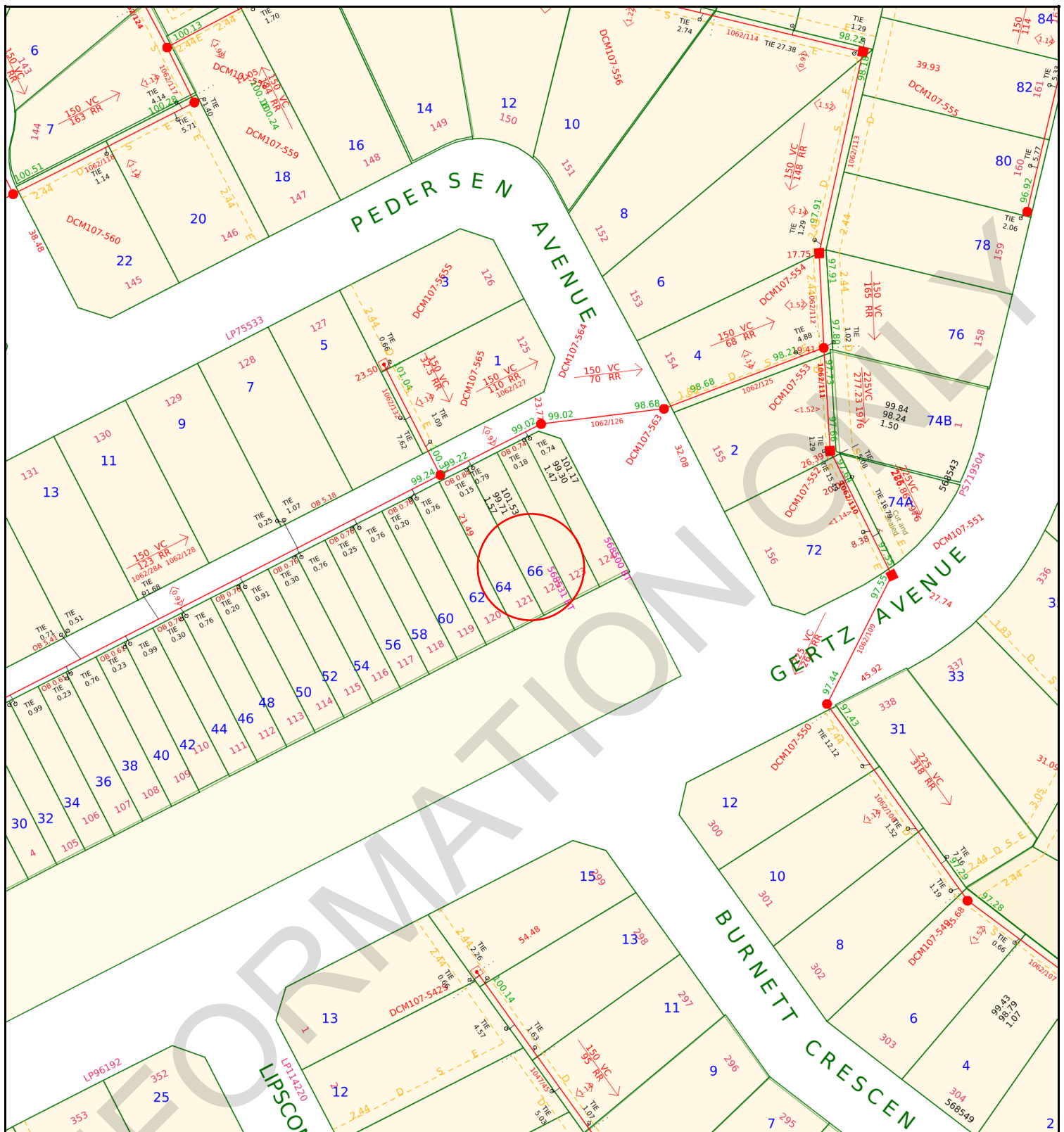
A previous owner of the property executed an indemnity and a copy is attached. (Melbourne Water believes that Clause 216 is historical and may relate to activities once carried out by the Board of Works that are now the responsibility of the Retail Water Company responsible for provision of services to this property.)

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: 30929432**

Address	66-70 GERTZ AVENUE RESERVOIR 3073
Date	31/03/2025
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

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;

BDM Legal P/L t/as De Marco Lawyers C/- InfoTrack
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4176560000
Rate Certificate No: 30929432

Date of Issue: 31/03/2025
Your Ref: 102915

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
66-70 GERTZ AVE, RESERVOIR VIC 3073	124\LP96192	1700784	Commercial

Agreement Type	Period	Charges	Outstanding
Commercial Water Service Charge	01-01-2025 to 31-03-2025	\$75.72	\$75.72
Commercial Water Usage Charge <i>Water Usage – 68.000000kL x \$3.04770000 = \$207.24</i> Estimated Average Daily Usage \$2.11	04-12-2024 to 12-03-2025	\$207.24	\$207.24
Commercial Sewer Service Charge	01-01-2025 to 31-03-2025	\$146.04	\$146.04
Commercial Sewer Disposal Charge <i>Sewage Disposal – 61.200000kL x \$2.14900000 = \$131.52</i> Estimated Average Daily Usage \$1.34	04-12-2024 to 12-03-2025	\$131.52	\$131.52
Parks Fee	01-01-2025 to 31-03-2025	\$38.53	\$38.53
Drainage Fee	01-01-2025 to 31-03-2025	\$45.22	\$45.22
Metered Fire Service Charge	01-01-2025 to 31-03-2025	\$11.36	\$11.36
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		\$655.63



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- 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 01/07/2024, Commercial Water Usage is billed 304.77 cents per kilolitre.
8. From 01/07/2024, Commercial Recycled Water Usage is billed 192.59 cents per kilolitre.
9. From 01/07/2024, Commercial Sewer Usage is calculated using the following equation: Water Usage (kl) x Discharge Factor x Price (cents/kl) 214.90 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: 1700784

Address: 66-70 GERTZ AVE, RESERVOIR VIC 3073

Water Information Statement Number: 30929432

HOW TO PAY



Biller Code: 314567
Ref: 41765600009

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

MELBOURNE AND METROPOLITAN BOARD OF WORKS



INDEMNITY

(Omission of Reflux Valve)

I/We ANTONIO SPERANZA (FULL NAMES IN BLOCK LETTERS)

of 68 GERTZ AV. RESERVOIR

hereby request the Melbourne and Metropolitan Board of Works to approve the omission of a reflux valve from the property service drain at the premises known as and in making such request fully understand that if such reflux valve be omitted a flooding may occur by a flow of sewage from the Board's sewer and the said drain to the consequent injury to the premises and the contents thereof, and possibly to the adjoining premises and their contents.

In consideration of the Board giving its consent to the omission of the said reflux valve I/We the said

for myself/ourselves and my/our heirs, executors, administrators, or assigns hereby undertake and agree to save harmless and keep indemnified the said Board from all actions, causes of action and suit at law, and all costs, expenses, losses, damage or injury which may be caused to the said premises, or to my/our goods, chattels and effects on the premises or to the goods, chattels and effects of any tenant, resident or occupier in or upon the said premises or to the premises, goods, chattels and effects of any adjoining owner or occupier caused by reason of any inflow of sewage or water, through the connections to the said drain and sewer, in consequence of the omission of the said reflux valve.

Dated this 4/11/87 day of DECEMBER 19 87

Signed by the said [Signature] in the presence of [Signature] (WITNESS)

[Signature]

MELBOURNE AND METROPOLITAN BOARD OF WORKS

INDEMNITY

(Omission of Reflux Valve)

I/We VITTORIO VIRGONA
(FULL NAMES IN BLOCK LETTERS)

of 7 LOIS COURT THOMASTOWN

hereby request the Melbourne and Metropolitan Board of Works to approve the omission of a reflux valve from the property connection drain at the premises known as 122 GERTZ AVE RESERVOIR and in making such request fully understand that if such reflux valve be omitted a flooding may occur by the flow of sewage to the consequent injury to the premises and the contents thereof, and possibly to the adjoining premises and their contents.

In consideration of the Board giving its consent to the omission of the said reflux valve from the said property connection drain I/We the said VITTORIO VIRGONA for myself/ourselves and my/our heirs, executors, administrators, or assigns hereby undertake and agree to save harmless and keep indemnified the said Board from all actions, causes of action and suit at law, and all costs, expenses, losses, damage or injury which may be caused to the said premises, or to my/our goods, chattels and effects on the premises or to the goods, chattels and effects of any tenant, resident or occupier in or upon the said premises or to the premises, goods, chattels and effects of any adjoining owner or occupier caused by reason of any inflow of sewage or water through the drains and connections to the said sewer in consequence of the omission of the said reflux valve.

Dated this 30th day of JUNE 19 83

Signed by the said Vic. Virgona
in the presence of [Witness Signature]
(WITNESS)

VICTORIA STAMP DUTY
\$10

9/10

(Stamps Act 1958, requires that you affix a fifty (50) cent duty stamp)

ROADS PROPERTY CERTIFICATE

The search results are as follows:

BDM Legal P/L t/as De Marco Lawyers C/- InfoTrack (Practice Evolve)
12/201 Kent Street
SYDNEY 2000
AUSTRALIA

Client Reference: 102915

NO PROPOSALS. As at the 31th March 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®.

66-70 GERTZ AVENUE, RESERVOIR 3073
CITY OF DAREBIN

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: 31th March 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76338398 - 76338398141511 '102915'

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 the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (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.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

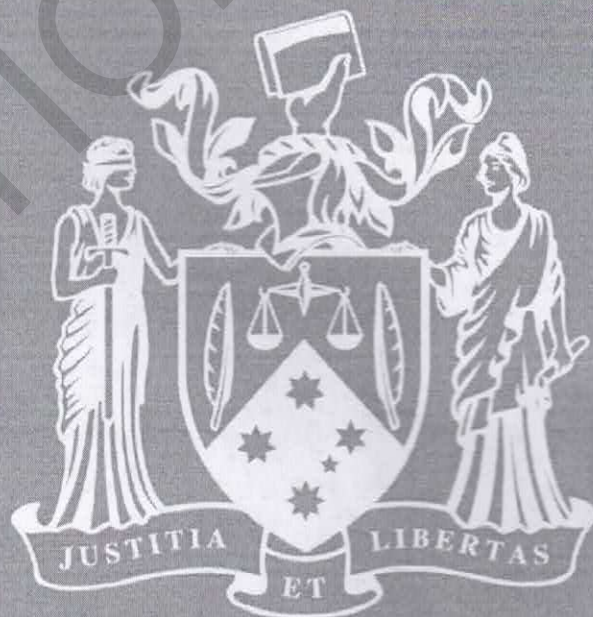
Lease of Real Estate

with Guarantee & Indemnity (Commercial Property)

JAMIE JL

~~JAMIE~~ LIM and OI SING LIM
TO

YHS NOMINEES PTY LTD (ACN 129 192 570)
Premises: 66-70 Gertz Avenue, Reservoir VIC 3073



WL Lawyers
110 Bridge Road,
RICHMOND 3121
Tel: (03) 9871 2890
Email: andrew@wll.legal

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You should note the warranty in clause 22 and record any alterations to the lease conditions in schedule item 17 and **not** in the lease conditions. If the lease is one to which the *Retail Leases Act 2003* (Vic) applies, the parties should refer to that Act for important rights and obligations that are not set out in this lease.

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

The parties, including the **guarantor**, if any, agree to be bound by and promptly perform their respective obligations set out in this lease.

Lease Conditions

1. DEFINITIONS AND INTERPRETATION

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

EXPRESSION	MEANING
accounting period	the period of 12 months ending 30 June or other period of 12 months adopted by the landlord in respect of this lease for recovery of building outgoings and includes any broken periods at the start and end of the term
Act	the <i>Retail Leases Act 2003</i> (Vic)
Building	any building comprising the premises or in which the premises are located, including the landlord's installations
Building outgoings	<p>any of the following expenses (excluding capital expenses and expenses whose recovery from the tenant would be contrary to applicable legislation) incurred in respect of the land, the building, the premises or any premises in the building which include the premises -</p> <ul style="list-style-type: none"> (a) rates, levies and assessments imposed by any relevant authorities; (b) taxes including land tax (unless the Act applies), calculated on the basis that the land is the only land of the landlord liable to tax and is not subject to a trust but excluding income tax and capital gains tax; (c) the costs of maintaining and repairing the building and the landlord's installations and carrying out works as required by relevant authorities (but excluding any amount recovered in respect of maintenance or repair by the landlord from its insurer); (d) premiums and charges for the following insurance policies taken out by the landlord - <ul style="list-style-type: none"> (i) damage to and destruction of the premises for their replacement value for the risks listed in item 11, (ii) removal of debris, (iii) breakdown of landlord's installations, (iv) breakage of glass, (v) public risk for any single event for \$20 million or other amount reasonably specified from time to time by the landlord, and (vi) loss of rent and outgoings for 18 months, and excesses paid or payable on claims, (e) costs incurred in providing services to the land, the building or the premises including - <ul style="list-style-type: none"> (i) heating, (ii) cooling, (iii) air-conditioning, (iv) cleaning, (v) pest control, (vi) waste collection, (vii) lighting, (viii) landscaping and garden maintenance, (ix) security, and (x) fire safety prevention, detection and control; (f) costs of repairs or maintenance work in respect of an essential safety measure; and (g) if the premises comprise only a part of the lettable area of the building, costs of whatever description, reasonably incurred by the landlord in the administration, management or operation of the land, the building and the premises including accountancy and audit fees, <p>whether incurred by the landlord directly or as owners corporation levies, at cost to the landlord on the basis that an expense is deemed to have been paid at the time it fell due for payment</p>

building rules	any rules adopted from time to time for the building , including the rules of an owners corporation affecting the premises
common areas	areas in the building or on the land that are under the control of the landlord or an owners corporation and are used or intended for use - (a) by the public; or (b) in common by the landlord or tenants of premises in the building in relation to the carrying on of businesses on those premises , other than areas which are let or licensed, or intended to be let or licensed, other than on a casual basis
Consumer Price Index	the consumer price index published by the Australian Government Statistician under the heading All Groups, Melbourne
CPI review date	a date specified in item 13 (b)
electronic signature	a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this lease (or a notice given under this lease) by electronic or mechanical means, and "electronically signed" has a corresponding meaning
essential safety measure	has the same meaning as in the <i>Building Regulations 2018</i> or any subsequent corresponding regulations
fixed review date	a date specified in item 13 (c)
GST	GST within the meaning of the GST Act
GST Act	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>
guarantor	the person named in item 3
item	an item in the schedule to this lease
land	the parcel of land comprising the premises or on which the building is erected and which is described in item 4(b)
landlord	the person named in item 1 , or any other person who will be entitled to possession of the premises when this lease ends
landlord's installations	any property other than the land of the landlord , in the premises or on the land and includes the property listed in item 5
lettable area	unless the Act applies and requires otherwise - (a) in relation to the premises , the area let; and (b) in relation to the building , the total area of the building that is used by the landlord or let or licensed or intended to be and capable of being let or licensed, other than on a casual basis. When it is necessary to measure the lettable area of the building or any part of the building , the measurement is to be carried out using the most recent revision of the relevant Property Council of Australia method of measurement
market review date	a date specified in item 13(a)
permitted use	the use specified in item 12
PPSA	the <i>Personal Property Securities Act 2009 (Cth)</i>
premises	the premises described in item 4(a) and fixed improvements and the landlord's installations within the premises but excluding the tenant's installations
rent	the amount in item 6 , as varied in accordance with this lease
review date	a date specified in item 13
start of the lease	the earlier of- (a) the first day of the term ; and (b) the date upon which the tenant or any previous tenant took occupation of the premises under this lease or pursuant to an earlier lease or licence (whether or no on terms that are materially different from those in this lease) which together with this lease created an unbroken right to occupation of the premises
tenant	the person named in item 2 , or any person to whom the lease has been transferred
tenant's agents	the tenant's employees, agents, contractors, customers and visitors to the premises
tenant's installations	the items of equipment and fittings listed in item 7 and those introduced by the tenant after the lease starts
term	the period stated in item 8
valuer	a person holding the qualifications or experience specified under section 13DA(2) of the <i>Valuation of Land Act 1960 (Vic)</i> and, if the Act applies, a specialist retail valuer.

- 1.2 References to laws include statutes, regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the **premises**. **Illegal** means contrary to a law as defined in this sub-clause.
- 1.3 This lease must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this lease does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the lease.
- 1.4 The law of Victoria applies to this lease.
- 1.5 Any change to this lease must be in writing and signed by the parties.
- 1.6 If a party consists of more than one person –
 (a) the acts and omissions of any of them bind all of them; and
 (b) an obligation imposed by this lease on or in favour of more than one person binds or benefits them separately, together and in any combination.
- 1.7 The use of one gender includes the others and the singular includes the plural and vice versa.
- 1.8 If the **landlord, tenant or guarantor** is an individual, this lease binds that person's legal personal representative. If any of them is a corporation, this lease binds its transferees.
- 1.9 This lease, including all guarantees and indemnities, is delivered and operates as a deed.
- 1.10 The **tenant** is bound by and answerable for the acts and omissions of the **tenant's agents**.
- 1.11 If there is a conflict between a provision in the schedule and one of these lease conditions then the provision in the schedule is to prevail.
- 1.12 "Include" and every form of that word is to be read as if followed by "(without limitation)".
- 1.13 This lease includes the schedule.
- 1.14 Unless the context otherwise requires, words to the effect of, a party "must" (or "must not") do a specified act or thing, create an obligation and undertaking by that party, a breach of which will constitute a default.
- 2. TENANT'S PAYMENT, USE AND INSURANCE OBLIGATIONS**
- 2.1 The **tenant** must -
- 2.1.1 pay the **rent** without any set-off (legal or equitable) or deduction whatever to the **landlord** on the days and in the way stated in **item 9** without the need for a formal demand. The **landlord** may direct in writing that the **rent** be paid to another person. The **rent** is reviewed on each **review date** specified in **item 13**-
 (a) on a **market review date**, the **rent** is reviewed in accordance with clause 11,
 (b) on a **CPI review date**, the **rent** is reviewed in accordance with clause 17, and
 (c) on a **fixed review date**, the **rent** is either increased by the fixed percentage or changed by or to the fixed amount, in either case as specified in **item 13** in respect of that **fixed review date**.
- 2.1.2 produce receipts for paid **building outgoings** within 7 days of a request.
- 2.1.3 pay when due all charges for the provision of services to the **premises** including gas, electricity, water, internet and telephone.
- 2.1.4 remove regularly from the **premises** all rubbish and waste generated by the **tenant's** operations.
- 2.1.5 pay the proportion of the **building outgoings** specified in **item 10** in accordance with clause 5.4.
- 2.1.6 pay or reimburse the **landlord** within 7 days of a request all increases in insurance premiums paid or payable by the **landlord** as the result of the **tenant's** use of the **premises**.
- 2.1.7 pay within 7 days of a request interest at the rate that is 2% more than the rate from time to time fixed by the *Penalty Interest Rates Act 1983* (Vic.) on any **rent** or other money which the **tenant** has not paid within 7 days of the due date. Interest is to be calculated daily from the due date, continues until the overdue money is paid and is capitalised monthly.
- 2.1.8 pay within 7 days of a request the **landlord's** reasonable expenses and legal costs in respect of -
 (a) the negotiation, preparation, settling, execution and stamping (if applicable) of this lease,
 (b) change to this lease requested by the **tenant** whether or not the change occurs,
 (c) the surrender or ending of this lease (other than by expiration of the **term**) requested by the **tenant**, whether or not the lease is surrendered or ended,
 (d) the transfer of this lease or subletting of the **premises** or proposed transfer or sub-letting whether or not the transfer or subletting occurs,

- (e) a request by the **tenant** for consent or approval, whether or not consent or approval is given,
- (f) any breach of this lease by the **tenant**, or
- (g) the exercise or attempted exercise by the **landlord** of any right or remedy against the **tenant**,

but, if the **Act** applies, only to the extent to which the **Act** permits recovery.

- 2.1.9 pay any stamp duty on this lease, on any renewal, and any additional stamp duty after a review of **rent**.
 - 2.1.10 subject to clauses 3.3.2 and 3.3.3, comply with all laws relating to the use or occupation of the **premises** including those relating to **essential safety measures**, occupational health and safety and disability discrimination.
 - 2.1.11 carry on the business of the **permitted use** efficiently and, subject to all applicable laws, keep the **premises** open during the business hours which are normal for the **permitted use** and not suspend or discontinue the operation of the business.
 - 2.1.12 comply with the **landlord's** reasonable requirements in relation to the use of the **landlord's installations** and any services provided by the **landlord**.
- 2.2 The **tenant** must not, and must not let anyone else -
- 2.2.1 use the **premises** except for the **permitted use**, but the **tenant** agrees that the **landlord** has not represented that the **premises** may be used for that use according to law or that the **premises** are suitable for that use.
 - 2.2.2 use the **premises** for any illegal purpose.
 - 2.2.3 carry on any noxious or offensive activity on the **premises**.
 - 2.2.4 do anything which might cause nuisance, damage or disturbance to a **tenant**, occupier or owner of any adjacent property.
 - 2.2.5 conduct an auction or public meeting on the **premises**.
 - 2.2.6 use radio, television or other sound -producing equipment at a volume that can be heard outside the **premises**.
 - 2.2.7 do anything which might affect any insurance policy relating to the **premises** by causing -
 - (a) it to become void or voidable,
 - (b) any claim on it to be rejected, or
 - (c) a premium to be increased.
 - 2.2.8 keep or use chemicals, inflammable fluids, acids, or other hazardous things on the **premises** except to the extent necessary for the **permitted use**, or create fire hazards.
 - 2.2.9 do anything which might prejudicially affect the essential safety measures or the occupational health and safety or disability discrimination status of the **premises** or the **building**.
 - 2.2.10 place any sign on the exterior of the **premises** without the **landlord's** written consent.
 - 2.2.11 make any alteration or addition, or affix any object, to the **premises** except with the **landlord's** written consent; consent is at the **landlord's** discretion for any alteration, addition or affixation affecting the structure of the **building** or any of the infrastructure for the provision of services to the **building** but, otherwise, clause 9.1 applies. In undertaking any work for which the **landlord's** consent has been obtained, the **tenant** must strictly conform to plans approved by the **landlord** and comply with all reasonable conditions imposed on that consent by the **landlord** and the requirements of each authority with jurisdiction over the **premises**.
 - 2.2.12 bring onto the **premises** any object which, due to its nature, weight, size or operation, might cause damage to the **premises**, the **building**, or the effective operation of the infrastructure for the provision of services to the **premises** or the **building** without the **landlord's** written consent.
 - 2.2.13 except in an emergency, interfere with any infrastructure for the provision of services in the **premises**, the **building**, or in any property of which the **premises** are part.
- 2.3 The **tenant** must -
- 2.3.1 take out and keep current an insurance cover for the **premises** in the name of the **tenant** and noting the interest of the **landlord**, for public risk for any single event \$ 20 million, with an extension which includes the indemnities given by the **tenant** to the **landlord** in clauses 5.3.2 and 5.3.3 of this lease to the extent that such an extension is procurable on reasonable terms in the Australian insurance market.
 - 2.3.2 maintain the insurance cover with an insurer approved by the **landlord**.
 - 2.3.3 produce satisfactory evidence of insurance cover on written request by the **landlord**.

3 REPAIRS, MAINTENANCE, FIRE PREVENTION AND REQUIREMENTS OF AUTHORITIES

- 3.1 Subject to clause 3.3, the **tenant** must -
- 3.1.1 keep the **premises** in the same condition as at the **start of the lease**, except for fair wear and tear; and
- 3.1.2 comply with all notices and orders affecting the **premises** which are issued during the **term** except any notices or orders that applicable legislation makes the responsibility of the **landlord**.
- 3.2 In addition to its obligations under clause 3.1, the **tenant** must -
- 3.2.1 repaint or refinish all painted or finished surfaces in a workmanlike manner with as good quality materials as previously at least once every 5 years during the **term** and any further or earlier term viewed as one continuous period.
- 3.2.2 keep the **premises** properly cleaned and free from rubbish, keep waste in proper containers and have it removed regularly.
- 3.2.3 immediately replace glass which becomes cracked or broken with glass of the same thickness and quality.
- 3.2.4 immediately repair defective windows, light fittings, doors, locks and fastenings, and replace missing or inoperative light-globes and fluorescent tubes, keys and keycards.
- 3.2.5 maintain in working order all plumbing, drainage, gas, electric, solar and sewerage installations.
- 3.2.6 promptly give written notice to the **landlord** or **landlord's** agent of -
- (a) damage to the **premises** or of any defect in the structure of, or any of the infrastructure for the provision of services to, the **premises**,
 - (b) receipt of a notice or order affecting the **premises**,
 - (c) any hazards threatening or affecting the **premises**, and
 - (d) any hazards arising from the **premises** for which the **landlord** might be liable.
- 3.2.7 immediately make good damage caused to adjacent property by the **tenant** or the **tenant's** agents.
- 3.2.8 permit the **landlord**, its agents or workmen to enter the **premises** during normal business hours, after giving reasonable notice (except in cases of emergency) -
- (a) to inspect the **premises**,
 - (b) to carry out repairs or agreed alterations, and
 - (c) to do anything necessary to comply with notices or orders of any relevant authority, bringing any necessary materials and equipment.
- 3.2.9 carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the **tenant** is obliged to make good under this lease. If the **tenant** does not comply with the notice, the **landlord** may carry out the repairs and the **tenant** must repay the cost to the **landlord** within 7 days of a request.
- 3.2.10 only use persons approved by the **landlord** to repair and maintain the **premises** but, if the **Act** applies, only use persons who are suitably qualified.
- 3.2.11 comply with all reasonable directions of the **landlord** or the insurer of the **premises** as to the prevention, detection and control of fire including, if the **Act** applies, to engage at its own cost suitably qualified consultants to maintain and repair essential safety equipment and installations and if requested, to provide annual inspection reports to the **landlord**.
- 3.2.12 on vacating the **premises**, remove all signs and make good any damage caused by installation or removal.
- 3.2.13 take reasonable precautions to secure the **premises** and their contents from theft, keep all doors and windows locked when the **premises** are not in use and comply with the **landlord's** reasonable directions for the use and return of keys or keycards.
- 3.2.14 permit the **landlord** or its agent access to the **premises** at reasonable times by appointment to show the **premises** -
- (a) to valuers and to the **landlord's** consultants,
 - (b) to prospective purchasers at any time during the **term**, and
 - (c) to prospective tenants within 3 months before the end of the **term** (unless the **tenant** has exercised an option to renew this lease)
- and to affix "for sale" or "to let" signs in a way that does not unduly interfere with the **permitted use**.

- 3.2.15 maintain any grounds and gardens of the **premises** in good condition, tidy, free from weeds and well-watered.
- 3.2.16 maintain and keep in good repair any heating, cooling or air conditioning equipment exclusively serving the premises.
- 3.3 The **tenant** is not obliged -
- 3.3.1 to repair damage against which the **landlord** must insure under clause 6.2 or to reimburse the **landlord** for items of expense or damage that would be covered under insurance of the type specified unless the **landlord** loses or, where the **landlord** has failed to insure as required, would have lost, the benefit of the insurance because of acts or omissions by the **tenant** or the **tenant's agents**.
- 3.3.2 to carry out structural or capital repairs or alterations or make payments of a capital nature unless the need for them results from -
- (a) negligence by the **tenant** or the **tenant's agents**,
 - (b) failure by the **tenant** to perform its obligations under this lease,
 - (c) the **tenant's** use of the **premises**, other than reasonable use for the **permitted use**, or
 - (d) the nature, location or use of the **tenant's installations**,
- in which case the repairs, alterations or payments are the responsibility of the **tenant**.
- 3.3.3 to carry out any work that applicable legislation makes the responsibility of the **landlord**.

4. LEASE TRANSFERS, SUBLETTING ETC

- 4.1 The **tenant** must not transfer this lease or sublet or licence the **premises** without the **landlord's** written consent, and section 144 of the *Property Law Act 1958 (Vic)* and clause 9.1 do not apply.
- 4.2 The **landlord** -
- 4.2.1 subject to sub-clause 4.2.2, must not unreasonably withhold consent to a transfer of this lease or a sublease or licence of the **premises** if the **tenant** has complied with the requirements of clause 4.3 and the proposed transferee, subtenant or licensee proposes to use the **premises** in a way permitted under this lease. If the **Act** applies, the **landlord** may only withhold consent to a transfer of this lease in accordance with the **Act**.
- 4.2.2 may withhold consent at the **landlord's** discretion if the **Act** does not apply, and a transfer of this lease would result in the **Act** applying, or applying if this lease is renewed for a further term.
- 4.3 To obtain the **landlord's** consent to a transfer, sublease or licence the **tenant** must -
- 4.3.1 ask the **landlord** in writing to consent to the transfer, sublease or licence,
- 4.3.2 give the **landlord** -
- (a) in relation to each proposed new tenant, sub-tenant or licensee such information as the **landlord** reasonably requires about its financial resources and business experience and if the **Act** does not apply, any additional information reasonably required by the **landlord** to enable it to make a decision, and
 - (b) a copy of the proposed document of transfer, sublease or licence, and
- 4.3.3 remedy any breach of the lease which has not been remedied and of which the **tenant** has been given written notice.
- 4.4 If the **Act** applies and -
- 4.4.1 the **tenant** has asked the **landlord** to consent to a transfer and complied with clause 4.3 and section 61 of the **Act**, and
- 4.4.2 the **landlord** fails to respond by giving or withholding consent to the transfer within 28 days, then the **landlord** is to be taken as having consented.
- 4.5 If the **landlord** consents to the transfer, sublease or licence, the **landlord**, the **tenant**, the new tenant, sub-tenant or licensee, and the **guarantor** must execute the documents submitted under sub-clause 4.3.2(b). The directors of the new tenant, sub-lessee or licensee (if it is a corporation) must execute a guarantee and indemnity in the terms of clause 15.
- 4.6 The **tenant** must pay the **landlord's** reasonable expenses incurred in connection with an application for consent or the granting of consent and the completion of the documents, as well as any stamp duty on the documents.

- 4.7 Except by a transfer, sublease or licence to which the **landlord** has consented, or is to be taken as having consented, the **tenant** must not give up possession of or share occupancy of the **premises** to or with anyone else or mortgage or charge its interest under this lease or enter into any arrangement that gives a person the right to enter into occupation of the **premises**, without the **landlord's** written consent; consent is at the **landlord's** discretion.
- 4.8 Subject to the **Act**, if it applies, the obligations to the **landlord** of every **tenant** who has transferred this lease continue until this lease ends. They do not continue into any period of overholding after this lease ends, nor into any renewed term: at those times they are the responsibility only of the **tenant** in possession. This clause does not prevent the **landlord** from enforcing rights which arise before this lease ends.

5. GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT

- 5.1 When this lease ends, the **tenant** must -
- 5.1.1 return the **premises** to the **landlord** clean and in the condition required by this lease, and
- 5.1.2 remove the **tenant's installations** and other **tenant's** property from the **premises** and make good any damage caused in installing or removing them.
- 5.2 After this lease ends -
- 5.2.1 all **tenant's installations** and other **tenant's** property on the **premises** may be removed by the **landlord** and the **landlord** may recover the costs of removal and making good as a liquidated debt payable on demand.
- 5.2.2 all **tenant's installations** and **tenant's** property on the premises will be considered abandoned and will become the property of the **landlord**, either at the end of the term or if this lease ends before the term expires, 14 days after this lease ends.
- 5.2.3 The parties acknowledge that this clause 5.2 is an agreement about the disposal of uncollected goods for the purposes of section 56(6) of the *Australian Consumer Law and Fair Trading Act 2012* (Vic) and to the extent permitted by law will operate in relation to **tenant's installations** and **tenant's** property in place of any legislation that might otherwise apply to goods remaining on the **premises**.
- 5.3 The **tenant** -
- 5.3.1 uses and occupies the **premises** at its own risk,
- 5.3.2 releases the **landlord** from and indemnifies the **landlord** against all claims resulting from incidents occurring on the **premises** (except to the extent caused or contributed to by the **landlord**, or a person for whom the **landlord** is responsible) or resulting from damage to adjacent premises covered by clause 3.2.7, and
- 5.3.3 indemnifies the **landlord** against any claim resulting from any act or failure to act by the **tenant** or the **tenant's agents** while using the **premises**
- 5.4 In relation to **building outgoing**s -
- 5.4.1 the **landlord** must pay the **building outgoing**s when they fall due for payment but, if the **landlord** requires, the **tenant** must pay when due a **building outgoing** for which the **tenant** receives notice directly and reimburse the **landlord** within 7 days of a request all **building outgoing**s for which notices are received by the **landlord**.
- 5.4.2 the **tenant** must pay or reimburse the **landlord** the proportion specified in item 10.
- 5.4.3 at least 1 month before the start of an **accounting period**, the **landlord** may, or if the **Act** applies must, give the **tenant** an estimate of **building outgoing**s for the **accounting period**.
- 5.4.4 despite clause 5.4.1, if the **landlord** requires, the **tenant**, must pay its share of the estimated **building outgoing**s by equal monthly instalments during the **accounting period** on the days on which **rent** is payable (after allowing for **building outgoing**s paid directly or separately reimbursed by the **tenant**).
- 5.4.5 if the **Act** applies, the **landlord** must make a statement of **building outgoing**s available during each **accounting period** as required by the **Act**.
- 5.4.6 within three months after the end of an **accounting period**, the **landlord** must give the **tenant** a statement of the actual **building outgoing**s for the **accounting period** (if the **Act** applies and requires that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by a report complying with section 47(5); if the **Act** applies but does not require that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by the items specified in section 47(6)(b)).
- 5.4.7 the **tenant** must pay any deficiency or the **landlord** must credit or repay any excess, within 1 month after a statement is provided under clause 5.4.6 or within 4 months after the end of the **accounting period**, whichever is earlier.
- 5.4.8 the parties must make an appropriate adjustment for any **building outgoing** incurred in respect of a period beginning before the start of the **term** or continuing after this lease ends.

- 5.5 If the freehold of the **premises** (or the **building**) is transferred, the transferor **landlord** is released from all lease obligations falling due for performance on or after the date of the instrument of transfer.
- 5.6 Payment or tender by cheque is not effective until clearance of funds.

6. LANDLORD'S OBLIGATIONS

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

7. EVENTS OF DEFAULT AND LANDLORD'S RIGHTS

- 7.1 The **landlord** may terminate this lease, by re-entry or notice of termination, if -
- 7.1.1 subject to clause 7.5, the **rent** is unpaid after the day on which it falls due for payment,
- 7.1.2 the **tenant** does not meet its obligations under this lease,
- 7.1.3 the **tenant** is a corporation and -
- (a) an order is made or a resolution is passed to wind it up except for reconstruction or amalgamation,
- (b) goes into liquidation,
- (c) is placed under official management,
- (d) has a receiver, including a provisional receiver, or receiver and manager of any of its assets or an administrator appointed,
- (e) without the **landlord's** written consent, there is a different person in control of the **tenant** as a result of changes in -
- (i) the directors of the company
- (ii) membership of the company or its holding company,
- (iii) beneficial ownership of the shares in the company or its holding company, or
- (iv) beneficial ownership of the business or assets of the company,
- but this paragraph does not apply if the **tenant** is a public company listed on a recognised Australian public securities exchange, or a subsidiary of one, nor does it apply if the change results from the death or incapacity of an individual director or shareholder.
- "control" has the meaning set out at s.50AA of the *Corporations Act 2001*,
- 7.1.4 a warrant issued by a court to satisfy a judgement against the **tenant** or a **guarantor** is not satisfied within 30 days of being issued,
- 7.1.5 a **guarantor** is a natural person and -
- (a) becomes bankrupt,
- (b) takes or tries to take advantage of Part X of the *Bankruptcy Act 1966* (Cth),
- (c) makes an assignment for the benefit of their creditors, or
- (d) enters into a composition or arrangement with their creditors,
- 7.1.6 a **guarantor** is a corporation and one of the events specified in (a) to (e) of clause 7.1.3 occurs in relation to it, or
- 7.1.7 the **tenant**, without the **landlord's** written consent -
- (a) discontinues its business on the **premises**, or
- (b) leaves the **premises** unoccupied for 14 days.
- 7.2 Termination by the **landlord** ends this lease, but the **landlord** retains the right to sue the **tenant** for unpaid money or for damages (including damages for the loss of the benefits that the **landlord** would have received if the lease had continued for the full **term**) for breaches of its obligations under this lease.
- 7.3 For the purpose of section 146(1) of the *Property Law Act 1958* (Vic), 14 days is fixed as the period within which the **tenant** must remedy a breach capable of remedy and pay reasonable compensation for the breach.

- 7.4 Breach by the **tenant** of any of the following clauses of this lease is a breach of an essential term and constitutes repudiation: 2.1.1, 2.1.5, 2.1.6, 2.1.10, 2.1.11, 2.2.1, 2.2.2, 2.2.7, 2.2.8, 2.2.9, 2.2.11, 2.2.12, 2.3, 3.2.11, 4.1, 4.7, 5.44.2, 5.4.7, 13 and 16. Other **tenant** obligations under this lease may also be essential.
- 7.5 Before terminating this lease for repudiation (including repudiation consisting of the non-payment of rent) or for an event to which section 146(1) of the *Property Law Act 1958* (Vic) does not extend, the **landlord** must give the **tenant** written notice of the breach and a period of 14 days in which to remedy it (if it is capable of remedy) and to pay reasonable compensation for it. A notice given in respect of a breach amounting to repudiation is not an affirmation of the lease.
- 7.6 Even though the **landlord** does not exercise its rights under this lease on one occasion, it may do so on any later occasion.
- 7.7 The **landlord** may only waive any –
- 7.7.1 breach of this lease by the **tenant** that is the subject of, or
- 7.7.2 rights or entitlements pursuant to:
- a notice under clause 7.5 or section 146(1) of the *Property Law Act 1958* (Vic) by giving clear written notice of that waiver to the **tenant**.

8. DESTRUCTION OR DAMAGE

- 8.1 If the **premises** or the **building** are damaged so that the **premises** are unfit for use for the **permitted use** or inaccessible-
- 8.1.1 a fair proportion of the **rent** and **building outgoings** is to be suspended until the **premises** are again wholly fit for the **permitted use**, and accessible, and
- 8.1.2 the suspended proportion of the **rent** and **building outgoings** must be proportionate to the nature and extent of the unfitness for use or inaccessibility.
- 8.2 If the **premises** or the **building** are partly destroyed, but not substantially destroyed, the **landlord** must reinstate the **premises** or the **building** as soon as reasonably practicable.
- 8.3 If the **premises** or the **building** are wholly or substantially destroyed -
- 8.3.1 the **landlord** is not obliged to reinstate the **premises** or the **building**, and
- 8.3.2 if the reinstatement does not start within 3 months, or is not likely to be completed within 9 months, the **landlord** or the **tenant** may end this lease by giving the other written notice.
- 8.4 The **tenant** will not be entitled to suspension of **rent** or **building outgoings** under sub-clause 8.1.1 nor to end the lease under sub-clause 8.3.2 and the **landlord** will not be obliged to reinstate the **premises** or the **building** under clause 8.2 if payment of an insurance claim is properly refused in respect of the damage or destruction because of any act or omission by the **tenant** or the **tenant's agents**.
- 8.5 If the **Act** does not apply and there is a dispute under this clause, the **landlord** or the **tenant** may request the President of the Australian Property Institute, Victorian Division, to nominate a practising valuer member of that Institute to determine the dispute or the **landlord** and **tenant** may refer the dispute to mediation. The valuer acts as an expert and not as an arbitrator and the determination is binding.

9. CONSENTS AND WARRANTIES

- 9.1 Subject to the **Act** (if it applies), the **landlord** must not unreasonably withhold its consent or approval to any act by the **tenant** or matter which needs consent or approval unless any other clause provides otherwise, but -
- 9.1.1 the **landlord** may impose reasonable conditions on any consent or approval, and
- 9.1.2 the **tenant** must reimburse the **landlord's** reasonable expenses resulting from an application for its consent or approval, including fees paid to consultants.
- 9.2 This lease, together with (if the **Act** applies) any disclosure statement, contains the whole agreement of the parties. Neither the **landlord** nor the **tenant** is entitled to rely on any warranty or statement in relation to -
- 9.2.1 the conditions on which this lease has been agreed,
- 9.2.2 the provisions of this lease, or
- 9.2.3 the **premises**
- which is not contained in those documents.

10. OVERHOLDING AND ABANDONMENT OF THE PREMISES

- 10.1 If the **tenant** remains in possession of the **premises** without objection by the **landlord** after the end of the term -
- 10.1.1 the **tenant**, without any need for written notice of any kind, is a monthly tenant on the conditions in this lease, modified so as to apply to a monthly tenancy,

- 10.1.2 the **landlord** or the **tenant** may end the tenancy by giving one month's written notice to the other which may expire on any day of the month,
- 10.1.3 the monthly rent starts at one-twelfth of the annual **rent** which the tenant was paying immediately before the term ended unless a different rent has been agreed, and
- 10.1.4 the **landlord** may increase the monthly **rent** by giving the **tenant** one month's written notice.
- 10.2 If the **tenant** vacates the **premises** during the **term**, whether or not it ceases to pay **rent** -
- 10.2.1 the **landlord** may -
- (a) accept the keys,
 - (b) enter the **premises** to inspect, maintain or repair them, or
 - (c) show the **premises** to prospective tenants or purchasers,
- without this being re-entry or an acceptance of repudiation or a waiver of the **landlord's** rights to recover **rent** or other money under this lease.
- 10.2.2 this lease continues until a new tenant takes possession of the **premises**, unless the **landlord**-
- (a) accepts a surrender of the lease, or
 - (b) notifies the **tenant** in writing that the **landlord** accepts the **tenant's** repudiation of the lease, or
 - (c) ends the lease in accordance with clause 7.1.

11. RENT REVIEWS TO MARKET

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

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

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

the **landlord** and **tenant** must appoint a **valuer** to determine the current market **rent**.

If the **Act** does not apply and if the **landlord** and **tenant** do not agree on the name of the **valuer** within 28 days after the objection is served, either may apply to the President of the Australian Property Institute, Victorian Division to nominate the **valuer**. If the **Act** applies, the **valuer** is to be appointed by agreement of the **landlord** and **tenant**, or failing agreement, by the Small Business Commissioner.

- 11.1.4 In determining the current market **rent** for the **premises** the **valuer** must -
- (a) consider any written submissions made by the **landlord** and **tenant** within 21 days of their being informed of the **valuer's** appointment, and
 - (b) determine the current market rent as an expert

and, whether or not the **Act** applies, must make the determination in accordance with the criteria set out in section 37(2) of the **Act**.

- 11.1.5 The **valuer** must make the determination of the current market rent and inform the **landlord** and **tenant** in writing of the amount of the determination and the reasons for it as soon as possible after the end of the 21 days allowed for submissions.

- 11.1.6 If -
- (a) no determination has been made within 45 days (or such longer period as is agreed by the **landlord** and the **tenant** or, if the **Act** applies, as is determined in writing by the Small Business Commissioner) of the **landlord** and **tenant**
 - (i) appointing the **valuer**, or
 - (ii) being informed of the **valuer's** appointment, or
 - (b) the **valuer** resigns, dies, or becomes unable to complete the valuation,

then the **landlord** and **tenant** may immediately appoint a replacement **valuer** in accordance with sub-clause 11.1.3.

- 11.2 The **valuer's** determination is binding.
- 11.3 The landlord and tenant must bear equally the **valuer's** fee for making the determination and if either pays more than half the fee, may recover the difference from the other.
- 11.4 Until the determination is made by the **valuer**, the tenant must continue to pay the same **rent** as before the **market review date** and within 7 days of being informed of the **valuer's** determination, the parties must make any necessary adjustments.
- 11.5 If the **Act** does not apply, a delay in starting a market review does not prevent the review from taking place and being effective from the **market review date** but if the market review is started more than 12 months after the **market review date**, the review takes effect only from the date on which it is started.

12. FURTHER TERM(S)

- 12.1 The **tenant** has an option to renew this lease for the further term or terms stated in **Item 15** and the **landlord** must renew this lease for the further term immediately following the **term** if -
 - 12.1.1 there is no unremedied breach of this lease by the **tenant** of which the **landlord** has given the **tenant** written notice at the time the **tenant** requests renewal as required by clause 12.1.3 ,
 - 12.1.2 the **tenant** has not persistently committed breaches of this lease of which the **landlord** has given written notice during the **term**, and
 - 12.1.3 the **tenant** has exercised the option for renewal in writing (unless the **Act** otherwise permits) not more than 6 months nor less than 3 months before the end of the **term**.
- 12.2 The lease for the further term -
 - 12.2.1 starts on the day after the **term** ends,
 - 12.2.2 has a starting **rent** determined in accordance with **Item 13**, and
 - 12.2.3 must contain the same terms as this lease (but with no option for renewal after the last option for a further term stated in **item 15** has been exercised) including any provisions appearing in this document that may have been read down or severed to comply with any applicable law that has ceased to be applicable, as if they had not been read down or severed.
- 12.3 If the **tenant** is a corporation and was required to provide directors' guarantees for this lease, the **tenant** must provide guarantees of its obligations under the renewed lease by its directors , and by each person who has provided a guarantee for the expired **term**, in the terms of clause 15.

13. SECURITY DEPOSIT

- 13.1 The **tenant** must pay a security deposit to the **landlord** of the amount stated in **item 16** and must maintain the deposit at that amount.
- 13.2 Any security deposit not in the form of a guarantee may be invested in an interest bearing deposit and any interest accruing on it is to be treated as a supplementary payment of security deposit. When the **term** starts, the **tenant** must provide the **landlord** with the **tenant's** tax file number.
- 13.3 The **landlord** may use the deposit to make good the cost of remedying breaches of the **tenant's** obligations under this lease (or any of the events specified in clause 7.1) and the **tenant** must pay whatever further amount is required to bring the deposit back to the required level.
- 13.4 As soon as practicable after this lease has ended and the **tenant** has vacated the **premises** and performed all of its obligations under the lease, the **landlord** must refund the unused part of the deposit.
- 13.5 The **tenant** may, and if the **landlord** requires must, provide the security deposit by means of a guarantee in a form approved by the **landlord** by an ADI within the meaning of the *Banking Act 1959* (Cth).
- 13.6 If the freehold of the **premises** is transferred:
 - 13.6.1 the **tenant** must provide a replacement guarantee in exchange for the existing guarantee if requested by the **landlord** in writing to do so, but the **landlord** must pay the reasonable fees charged by the ADI for the issue of the replacement guarantee, and
 - 13.6.2 the **landlord** must transfer any security deposit held under this lease to the transferee.

14. NOTICES

- 14.1 A notice under this lease may be served or given -
 - 14.1.1 by pre-paid post,
 - 14.1.2 by delivery

- 14.1.3 by email, or
- 14.1.4 in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner,
- to the party's last known address, registered office, or (if to the **tenant**) at the **premises**.
- 14.2 Posted notices will be taken to have been received on the fifth day after posting that is not a Saturday, Sunday or bank holiday in the place of intended receipt, unless proved otherwise.
- 14.3 Notices delivered or sent by email are taken to have been served or given at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

- 15.1 The **guarantor** in consideration of the **landlord** having entered into this lease at the **guarantor's** request—
- 15.1.1 guarantees that the **tenant** will perform all its obligations under this lease for the **term** and any further term and during any period of overholding after the end of the **term**,
- 15.1.2 must pay on demand any amount which the **landlord** is entitled to recover from the **tenant** under this lease whether in respect of the **term**, any further term or any period of overholding, and
- 15.1.3 indemnifies the **landlord** against all loss resulting from the **landlord's** having entered into this lease whether from the **tenant's** failure to perform its obligations under it or from this lease being or becoming unenforceable against the **tenant** and whether in respect of the **term**, any further term or any period of overholding.
- 15.2 The liability of the **guarantor** will not be affected by -
- 15.2.1 the **landlord** granting the **tenant** or a **guarantor** time or any other indulgence, or agreeing not to sue the **tenant** or another **guarantor**,
- 15.2.2 failure by any **guarantor** to sign this document,
- 15.2.3 transfer (except in accordance with the **Act**, if the **Act** applies) or variation of this lease, but if this lease is transferred the **guarantor's** obligations, other than those which have already arisen, end when the **term** ends and do not continue into a term renewed by a new tenant nor a period of overholding by a new tenant,
- 15.2.4 the fact that this lease is subsequently registered at the Land Registry or not registered, or, for any reason, is incapable of registration, or
- 15.2.5 transfer of the freehold of the **premises**.
- 15.3 The **guarantor** agrees that —
- 15.3.1 the **landlord** may retain all money received including dividends from the **tenant's** bankrupt estate, and need allow the **guarantor** a reduction in its liability under this guarantee only to the extent of the amount received,
- 15.3.2 the **guarantor** must not seek to recover money from the **tenant** to reimburse the **guarantor** for payments made to the **landlord** until the **landlord** has been paid in full,
- 15.3.3 the **guarantor** must not prove in the bankruptcy or winding up of the **tenant** for any amount which the **landlord** has demanded from the **guarantor**, and
- 15.3.4 the **guarantor** must pay the **landlord** all money which the **landlord** refunds to the **tenant's** liquidator or trustee in bankruptcy as preferential payments received from the **tenant**.
- 15.4 If any of the **tenant's** obligations are unenforceable against the **tenant**, then this clause is to operate as a separate indemnity and the **guarantor** indemnifies the **landlord** against all loss resulting from the **landlord's** inability to enforce performance of those obligations. The **guarantor** must pay the **landlord** the amount of the loss resulting from the unenforceability.
- 15.5 If there is more than one **guarantor**, this guarantee binds them separately, together and in any combination.
- 15.6 Each of the events referred to in clauses 7.1.5 and 7.1.6 is deemed to be a breach of an essential term of this lease.

16. GST

- 16.1 Expressions used in this clause 16 and in the **GST Act** have the same meanings as when used in the **GST Act** unless the context requires otherwise.
- 16.2 Amounts specified as payable under or in respect of this lease are expressed exclusive of **GST**.
- 16.3 The recipient of a taxable supply made under or in respect of this lease must pay to the supplier, at the time payment for the supply is due, the **GST** payable in respect of the supply. This obligation extends to supply consisting of entry into this lease.
- 16.4 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 16.3 on account of the **landlord's** liability for **GST**.
- 16.5 A recipient of supply is not obliged, under clause 16.3, to pay the **GST** on a taxable supply to it under this lease, until given a valid tax invoice for it.

17. CONSUMER PRICE INDEX

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

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

Where:

"AR" means adjusted **rent**,

"R" means **rent** before adjustment,

"CPIB" means the **Consumer Price Index** number for the quarter immediately preceding the **CPI review date**, and

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

- 17.2 If **CPIB** is not published until after the **CPI review date**, the adjustment is made when it is published but the adjustment takes effect from the relevant **CPI review date**. In the meantime, the **tenant** must continue to pay the **rent** at the old rate and, when the adjustment is made, the **tenant** must immediately pay any deficiency or the **landlord** must immediately repay any excess.
- 17.3 If the base of the **Consumer Price Index** is changed between the two comparison dates an appropriate compensating adjustment must be made so that a common base is used.
- 17.4 Unless the **Act** applies and requires otherwise, if the **Consumer Price Index** is discontinued or suspended, then the calculation is to be made using whatever index is substituted for it. If no other index is substituted for it, the calculation is to be made using the index or calculation which the President of the Australian Property Institute, Victorian Division (acting as an expert and not as an arbitrator), determines is appropriate in the circumstances. This determination is binding.
- 17.5 Unless the **Act** applies, the adjustment is not made if it would result in a decrease in the **rent** payable.

18. IF PREMISES ONLY PART OF THE LETTABLE AREA OF THE BUILDING

- 18.1 If the **premises** are only a part of the **lettable area** of the **building**, the provisions of this clause apply.

18.2 The **landlord** -

18.2.1 may adopt whatever name it chooses for the **building** and change the name from time to time, and

18.2.2 reserves all proprietary rights to the name of the **building** and any logo adopted for the **building**.

18.3 The **landlord** reserves for itself the use of all external surfaces of the **building** and areas outside the **building**.

18.4 The **landlord's installations** remain under the absolute control of the **landlord** whilst the **building** and **common areas** remain under the absolute control of either the **landlord** or the owners corporation. In e ach case the controller may manage them and regulate their use as it considers appropriate. If the **landlord** is the controller, in particular the **landlord** has the right -

18.4.1 to close off the **common areas** as often as the **landlord** reasonably considers appropriate to prevent rights of way or user arising in favour of the public or third parties,

18.4.2 to exclude persons whose presence the **landlord** considers undesirable,

18.4.3 to grant easements over any parts of the **land** which do not materially and adversely affect the **tenant's** use,

18.4.4 to install, repair and replace, as necessary, the infrastructure necessary or desirable for the provision of services to the various parts of the **building**, and

18.4.5 to repair, renovate, alter or extend the **building** but, in doing so, the **landlord** must not cause more inconvenience to the **tenant** than is reasonable in the circumstances.

If the **Act** applies, these rights may only be exercised in a manner consistent with the **Act**.

- 18.5 The **tenant** must not obstruct the **common areas** or use them for any purpose other than the purposes for which they were intended.
- 18.6 The **tenant** must comply with the **building rules**. The **landlord** may change the **building rules** from time to time and the **tenant** will be bound by a change when it receives written notice of it. The **landlord** must not adopt a **building rule** or change the **building rules** in a way that is inconsistent with this lease. To the extent that a **building rule** is inconsistent with this lease, the lease prevails.

19. PERSONAL PROPERTY SECURITIES ACT

- 19.1 Expressions used in this clause that are defined in the **PPSA** have the meanings given to them in the **PPSA**.
- 19.2 The **landlord** may, at any time, register a financing statement for any security interest arising out of or evidenced by this lease over any or all of –
- 19.2.1 the **landlord's installations**,
- 19.2.2 any security deposit provided by the **tenant**, and
- 19.2.3 **tenant's installations** and other **tenant's** property left on the **premises** after the end of the lease,
- that are personal property, and must identify the property affected by the financing statement in the free text field of the statement.
The **tenant** waives the right to receive notice under section 157(1) of the **PPSA**.
- 19.3 When this lease –
- 19.3.1 ends and the **tenant** has vacated the **premises** and performed all of its obligations under it, or
- 19.3.2 is transferred,
- the **landlord** must register a financing change statement with respect to any security interest for which the **landlord** has registered a financing statement other than those to which sub-clause 19.2.3 relates.
- 19.4 The **tenant** must sign any documents and do anything necessary to enable the **landlord** to register the statements referred to in the preceding sub-clause and to enforce its rights and perform its obligations under this clause and the **PPSA**. In particular, if the **tenant** is a natural person, the **tenant** must provide the **landlord** with the **tenant's** date of birth and a certified copy of a Victorian driver's licence (or other evidence acceptable to the **landlord**) to confirm the **tenant's** date of birth. The **landlord** must keep the **tenant's** date of birth and any evidence provided to confirm it secure and confidential.
- 19.5 The **tenant** must not register, or permit to be registered, a financing statement in favour of any person other than the **landlord**, for any security deposit provided by the **tenant** or any of the **landlord's installations**.
- 19.6 The **tenant** must pay the **landlord's** reasonable expenses and legal costs in respect of anything done or attempted by the **landlord** in the exercise of its rights or performance of its obligations under this clause or the **PPSA**, except the **landlord's** costs of registering a financing statement under sub-clause 20.2 which are to be borne by the **landlord**.
- 19.7 In accordance with section 275(6)(a) of the **PPSA**, the parties agree that neither of them will disclose information of the kind mentioned in subsection 275(1).
- 19.8 Subject to any requirement to the contrary in the **PPSA**, notices under this clause or the **PPSA** may be served in accordance with clause 14 of this lease.

20. ADDITIONAL PROVISIONS

Any additional provisions set out in item 17 –

- 20.1 bind the parties, and
- 20.2 if inconsistent with any other provisions of this lease, override them.

21. ELECTRONIC SIGNATURE

- 21.1 The parties consent to execution of this lease (and any notice given under this lease) by any signatory by an electronic signature.
- 21.2 Where this lease (or a notice given under this lease) is electronically signed by a signatory, the signatory warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the signatory or the relevant party (as the case may be) intends to be bound by the electronic signature.
- 21.3 This lease may be electronically signed in any number of counterparts which together will constitute the one document.
- 21.4 Each party consents to the exchange of counterparts of this lease by delivery by email or such other electronic means as may be agreed in writing.
- 21.5 Each party must upon request promptly deliver a physical counterpart of this lease 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 lease.

22. LANDLORD WARRANTY

The landlord warrants that clauses 1 to 22 appearing in this lease are identical to clauses 1 to 22 of the copyright Law Institute of Victoria Lease of Real published in the month and year set out at the foot of this page and that any modifications to them are set out as additional provisions in **item 17**.

Schedule

Important Notice To The Person Completing This Schedule

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 22 and record any deletions, alterations and/or additions to the standard lease conditions as additional provisions in item 17 and **not** in the lease conditions.

Item 1
[1.1]

Landlord:
JAMIE JL
JAMIE LIM and OI SING LIM
 both of c/- Rutherfords Real Estate, 83 High Street, Thomastown VIC 3083

Item 2
[1.1]

Tenant:
YHS NOMINEES PTY LTD (ACN 129 192 570)
 of 3 Holden Street, Fitzroy North VIC 3068

Item 3
[1.1]

Guarantor:
FADI HANNA
 of 5 Monza Court, Reservoir VIC 3073

Item 4
[1.1]

(a) **Premises:**
 An area of 385m² being part of 66-70 Gertz Avenue, Reservoir VIC 3073 as shown on the attached floor plan.

(b) **Land:** *VOL 9002 FOL 500, VOL 9002 FOL 501 F.H*
 * Insert Volume & Folio or other description *VOL 9002 FOL 502 V.H*

Item 5
[1.1]

Landlord's installations:
All fittings and fixtures as inspected.

Item 6
[1.1]

Rent:
\$57,200 per annum plus GST for the first year plus outgoings

Note: There is no need to refer to GST if the rent is expressed as a GST exclusive sum – see clause 16; if the rent is expressed as a GST inclusive sum, an additional provision will be needed to modify the operation of clause 16.

Item 7
[1.1]

Tenant's installations:

Any installations brought on to the premises by the tenant from time to time.

Item 8
[1.1]

Term of the lease:

Five (5) years starting on 1 October 2023.

Item 9
[2.1.1]

How rent is to be paid:

Monthly in advance commencing on **1 November 2023**. The rent shall become payable on the **first day** of each calendar month.

Item 10
[1.1,
2.1.2,
2.1.5 &
5.4]

Building outgoings which the tenant must pay or reimburse:

50% of all Yarra Valley Water rates and water consumption.

60% of all Council Rates

70% of Building Insurance

Otherwise **100% of all Building Outgoings** excluding Land Tax.

Item 11
[1.1 &
6.2]

Risks which the insurance policies must cover: *

- Fire
- Flood
- Lightning
- Storm and tempest
- Explosion
- Riots and civil commotion
- Strikes
- Malicious damage
- Earthquake
- Impact by vehicles
- Impact by aircraft and articles dropped from them
- Internal flood water

and such other risks as the **landlord** reasonably requires from time to time.

*** Delete risks not required to be covered and add any other risks required to be covered**

Item 12
[2.2.1]

Permitted use:

Supermarket

Item 13
[2.1.1,
11, 17]

Review date(s):

Term

(a) *Market review date(s): Not applicable*

(b) *CPI review date(s): Not applicable*

(c) *Fixed review date(s) and percentage or fixed amount increases: 3.5% per annum*

Further term(s)

(a) *Market review date(s): First year of each option if exercised*

(b) *CPI review date(s): Not applicable*

(c) *Fixed review date(s) and percentage or fixed amount increases: 3.5% per annum after the first year*

Item 14
[2.1.1,
11, 17]

Who may initiate reviews:

Market review: Either Landlord or Tenant

CPI review: Not applicable

Fixed review: Review is automatic

Item 15
[12]

Further term(s):

Five (5) options of five (5) years each.

Item 16
[13]

Security deposit:

The Tenant will provide a Security Deposit in the form of Cash or a Bank Guarantee with no expiry date equivalent to **three (3) months' rent plus GST**.

Item 22
[20]

Additional provisions:

- (1) The Tenant acknowledges that no promise representation warranty or undertaking has been given by or on behalf of the Landlord in respect to the suitability of the demised premises for any purpose or for any business to be carried on therein or as to the fittings finish facilities and amenities of the demised premises and all warranties (if any) implied by law are hereby insofar as is legally possible expressly negated.
- (2) It is the Tenant's obligation to ensure that its use of the premises complies with the legal requirements imposed by the Local Municipal Council, the Local Government Act 1989, the Local Government Act 2020, the Building Act 1993, the Occupational Health & Safety Act 2004, the Metropolitan Fire Brigades Act 1958 and the regulations made there under respectively.
- (3) The Tenant acknowledges and accepts the condition of the property and agrees to make any improvements in a workman-like manner at its own expense and only with the Landlord's prior consent. Such consent shall not be unreasonably withheld.

- (4) The property must be returned to the same condition at the time the Tenant took possession. Any fit-out or equipment installed may be required to be removed by the expiry or earlier termination of the Lease if the Landlord so requires. Signage is subject to the approval of the Landlord and the local Municipal Council.
- (5) The Landlord's reasonable expenses referred to in clause 2.1.8 of this Lease shall mean the actual costs incurred by the Landlord.
- (6) Clause 12.1.3 of the Lease is amended by substituting "9 months" for the words "6 months" and substituting "6 months" for the words "3 months".
- (7) If the Tenant undertakes any works or refurbishments to the premises within the first six (6) months of the first term, the Tenant shall have the first one (1) month of the first term free of rental. Otherwise, the Tenant shall have no rent-free period.
- (8) The Tenant shall be wholly liable for all costs related to the installation, repairs or maintenance works in respect of essential safety measures ("ESM costs"). The Tenant must pay the Landlord, as a contribution to outgoings, for ESM costs incurred by the Landlord during the term of the Lease or any further term. "Essential safety measures" has the same meaning as in the Building Act 1993 (Vic) and the Building Regulations 2018 (Vic).
- (9) The Tenant acknowledges that the Building Insurance includes exclusions for which the Insurer shall not provide cover. If an exclusion is relied upon by the Insurer as a result of the Tenant's conduct, the Tenant shall be liable to indemnify the Landlord from all losses relating to such an event.
- (10) The Landlord and Tenant agree that usage of the solar panels shall be for the exclusive use to the ground floor connections. The level one occupier shall not be entitled to use power from the solar panels. The Tenant shall be liable for all costs associated with servicing and repairs of the solar panels.

EXECUTED AS A DEED ON:

Date: 11 / ~~August~~ ^{SEPTEMBER} / 2023

EXECUTION & ATTESTATION
LANDLORDS

Signed, sealed and delivered by the said
JAMIE LIM *JB*
 JAIME
 in the presence of: *Jamie Lim* (Sign here)

Witness Signature *Olivia*
 Print name OLIVIA LIM-NGO
 Print usual address 68 GERTZ AVE, RESERVOIR 3073

Signed, sealed and delivered by the said
OI SING LIM
Oi Sing Lim (Sign here)
 in the presence of:

Witness Signature *Olivia*
 Print name OLIVIA LIM-NGO
 Print usual address 68 GERTZ AVE, RESERVOIR 3073

EXECUTION & ATTESTATION
TENANT

Executed by YHS NOMINEES PTY LTD (ACN 129 192 570) in accordance with section 127 of the Corporations Act 2001(Cth)

*Director
 *Sole Director/Sole Secretary
 [*Delete one] *[Signature]* (Sign here)
 Print Name FAOI ITANNA

Print usual address 5 MONZA COURT RESERVOIR


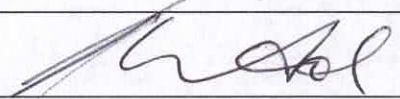
*Director/*Secretary
 [*Delete one] *[Signature]* (Sign here)

Print Name VIVIANE ITANNA

Print usual address 5 MONZA COURT RESERVOIR

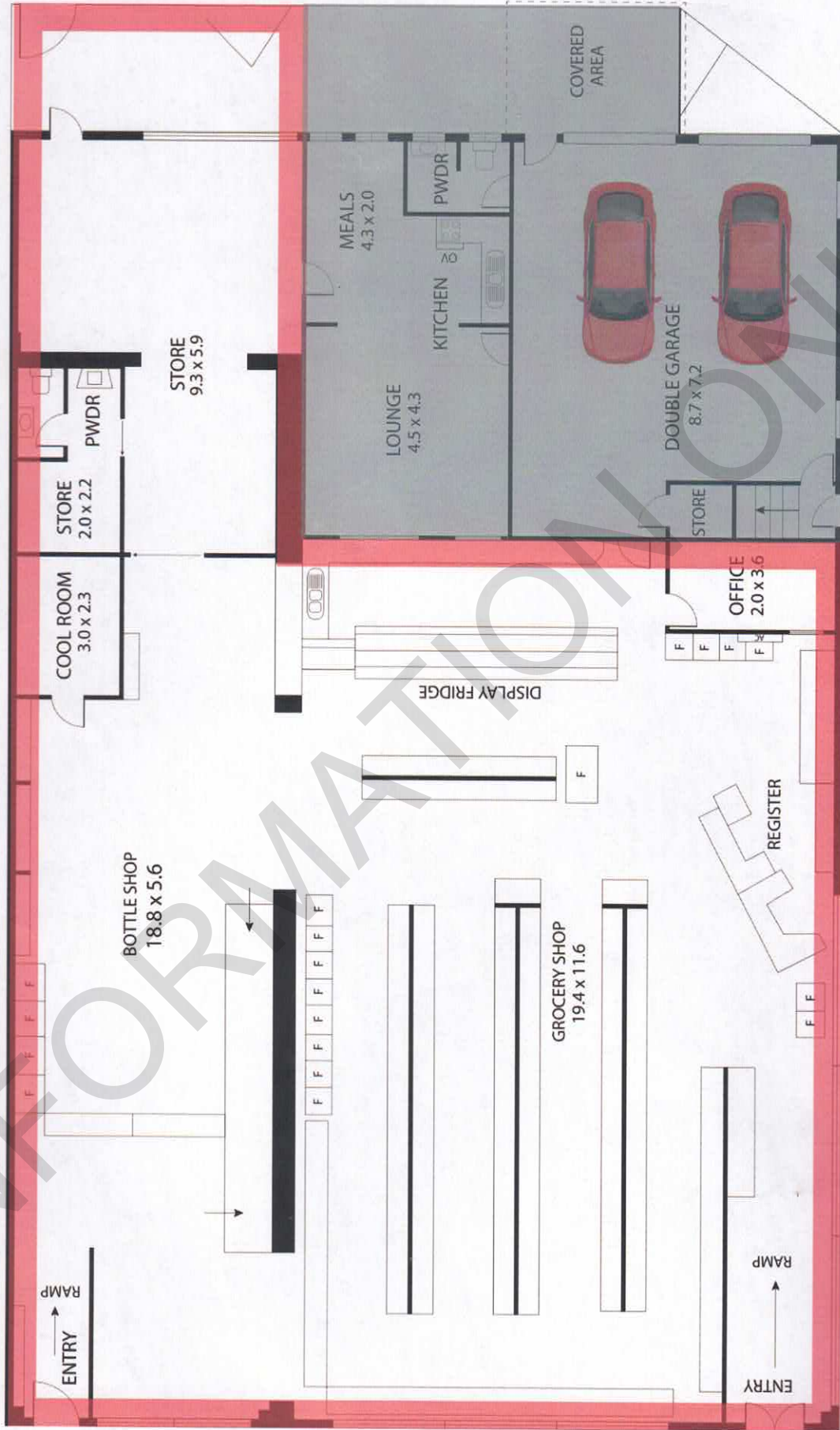
EXECUTION & ATTESTATION

GUARANTOR

Signed, sealed and delivered by the said FADI HANNA	
 (Sign here)	
in the presence of:	
Witness Signature	
Print name	ANTHONY NATOLI
Print usual address	23 HOLYWOOD AVE SPRAFFORD

INFORMATION ONLY

66-70 Gertz Avenue, Reservoir

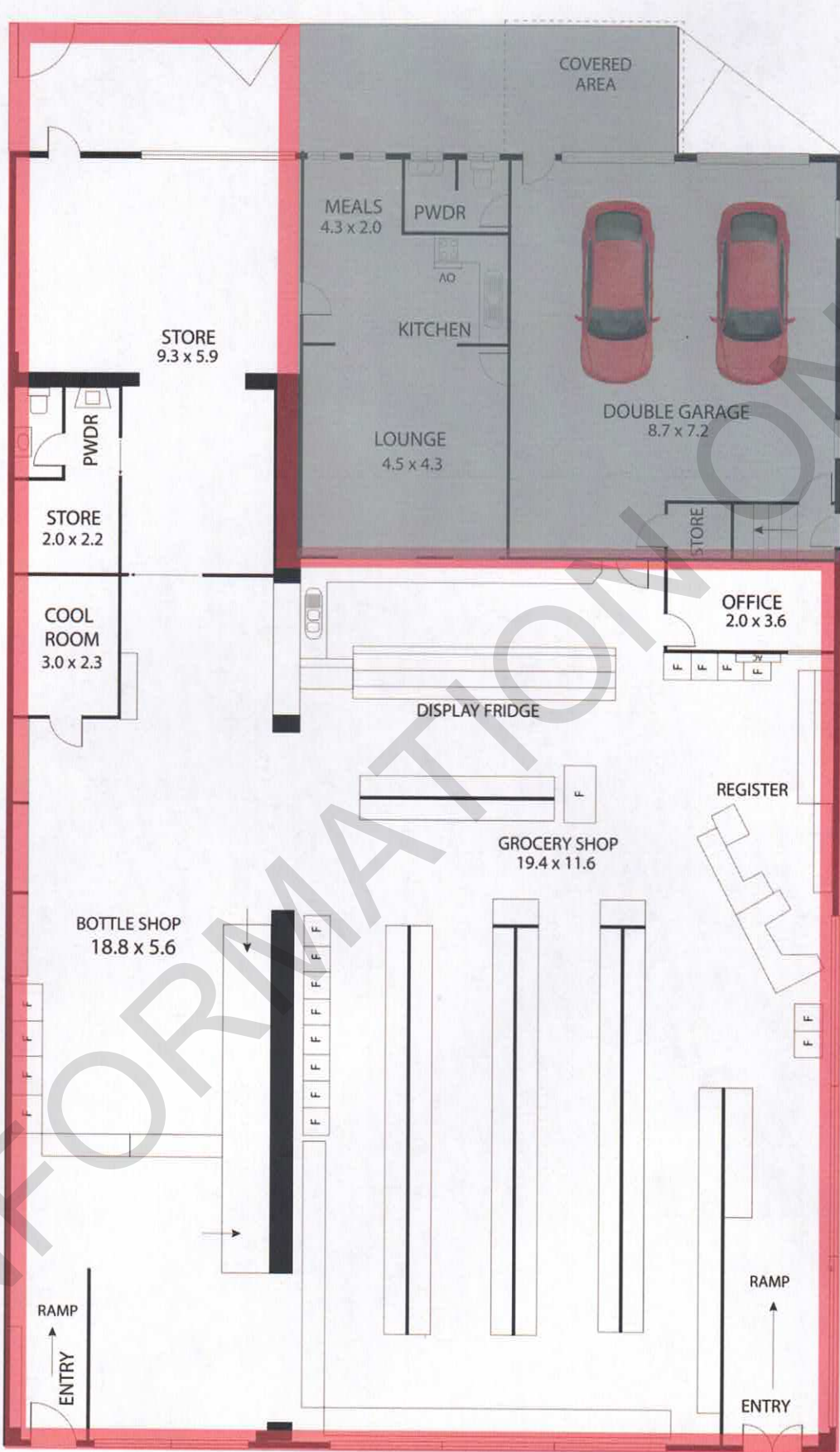


GROCERY SHOP : 225 m²
 BOTTLE SHOP : 105 m²
 STORE AREA : 55 m²
TOTAL LETTABLE AREA : 385 m²

PERIMETER OF TOTAL LETTABLE AREA
AREA NOT INCLUDED IN LEASE

Please note this is a representation and whilst every precaution is taken to ensure we provide you with accurate information regarding this property, we recommend you obtain your own measurements and/or engage the services of a qualified surveyor should you require exact dimensions. We expressly deny any responsibility for any omissions contained herein.

66-70 Gertz Avenue, Reservoir



- PERIMETER OF TOTAL LETTABLE AREA
- AREA **NOT** INCLUDED IN LEASE

GROCERY SHOP : 225 m²
 BOTTLE SHOP : 105 m²
 STORE AREA : 55 m²
TOTAL LETTABLE AREA : 385 m²

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