

DATED

2024

**JOSHUA DAVID JAMES**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: Unit 1, 241 High Street, Belmont VIC 3216**



**GEEELONG PROPERTY  
CONVEYANCING**

Always here for you.

**Geelong Property Conveyancing Licensed Conveyancer**

163D Malop Street  
GEEELONG VIC 3220  
Tel: 0499 813 462  
Ref: MVB:GPC-24/3802

# 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**                      **Unit 1, 241 High Street, Belmont VIC 3216**

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 ...../...../2024

**Print names(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 ...../...../2024

**Print name(s) of person(s) signing:**        JOSHUA DAVID JAMES

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:	Real Estate Geelong		
Address:	52 North Valley Road, Highton VIC 3216		
Email:	emillys@reggroup.au		
Tel:		Mob: 0418 130 099	Fax:                      Ref: Emily Simmonds

**Vendor**

Name:	Joshua David James
Address:	
ABN/ACN:	
Email:	joshjames.jdj@gmail.com

**Vendor's legal practitioner or conveyancer**

Name:	Geelong Property Conveyancing		
Address:	163D Malop Street Geelong Victoria 3220		
Email:	matthew@gpconveyancing.com.au		
Tel:	0499 813 462	Fax:	DX:                      Ref: MVB:GPC-24/3802

**Purchaser**

Name:	
Address:	
ABN/ACN:	
Email:	

**Purchaser's legal practitioner or conveyancer**

Name:			
Address:			
Email:			
Tel:		Fax:	DX:                      Ref:

**Land** (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11634	Folio	211	1	PS 731225X

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: Unit 1, 241 High Street, Belmont VIC 3216

**Goods sold with the land** (general condition 2.3(f)) (list or attach schedule)

Fixed floor coverings, window furnishings, light fittings, 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**

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

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

**Lease** (general condition 1.1)

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

**subject to lease**

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

(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

☐ \*residential tenancy agreement for a fixed term ending on

OR

☐ \*periodic residential tenancy agreement determinable by notice

OR

☒ \*lease for a term of two (2) years commencing on the 2 December 2024. One (1) further term of two (2) years and one (1) further term of one (1) year..

**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:

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

**special conditions**



## Special Conditions

**A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.**

**Instructions:** *It is recommended that when adding further 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.*



### **Special condition 1 – Payment**

General condition 11 is replaced with the following:

#### **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 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 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.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.



### **Special condition 2 – Acceptance of title**

General condition 12.4 is added:

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



### **Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus

GST" or under general condition 13.1(a), (b) or (c)),  
the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST,  
until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The Purchaser must provide copies of all certificates, searches, and other information obtained by the Purchaser used to calculate the adjustments under general condition 15, if requested by the Vendor. Should the Purchaser fail to obtain and provide certificates, then the adjustments will be calculated as having been paid in full by the Vendor and the relevant adjustments recorded. The Purchaser acknowledges that in such instance they forfeit any right and/or ability to adjust at or after settlement.

☒ **Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

**15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general 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 has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) 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
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ **Special condition 5A – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

**15B. GST WITHHOLDING**

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) 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
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 15B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255 ; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

15B.12 This general condition will not merge on settlement.



#### **Special condition 6 – Service**

General condition 17 is replaced with the following:

##### **17. SERVICE**

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 17.4 Any document properly sent by:
  - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.



#### **Special condition 7 – Notices**

General condition 21 is replaced with the following:

##### **21. NOTICES**

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



#### **Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 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.
- 8.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 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
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 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.



#### **Special condition 9 – Deposit bond**

- 9.1 In this special condition:
- (a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
  - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 30 days before the deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.



#### **Special condition 10 – Bank guarantee**

- 10.1 In this special condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 30 days before the bank guarantee expires;

- (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.



**Special condition 11 – Building report**

- 11.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner 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.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 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.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.



**Special condition 12 – Pest report**

- 12.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 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.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.



**Special condition 13 – Swimming Pool (if Applicable)**

- 13.1 If the Land includes a swimming pool, spa or pond ("Pool"), the Purchaser acknowledges and agrees that:
- (a) the Purchaser, as the new owner of the Property, has made their own enquiries regarding the obligations with respect to the Pool and any existing or required safety barriers located at the Property;
  - (b) from signing the Purchase will be responsible to comply with the Building Act 1993 (Vic) and its Regulations (including any amendments to the Building Act 1993) in relation to a Pool and the required safety barriers;
  - (c) the Purchaser shall not make any claim against the Vendor in relation to the Pool or any existing or required safety barriers;
  - (d) the Purchaser shall indemnify the Vendor against all costs associated with the Pool including any existing safety barriers; and
  - (e) Neither the Vendor nor the Vendor's Estate Agent has made any representations or warranties in relation to the Pool or any safety barriers.



**Special condition 14 – Solar Panels (if Applicable)**

- 14.1 If there are any solar panels on the Land, the Purchaser acknowledges and agrees that:
- (a) whether or not any benefits currently provided to the Vendor by Agreement with the current energy service provider (including feed in tariffs) pass to the Purchaser on the sale of the Land is a matter for enquiry and confirmation by the Purchaser, and the Vendor makes no warranty or representation in this regard;
  - (b) the Purchaser will make his own negotiations with the current energy supplier or an energy supplier of the Purchaser's choice with regard to feed in tariffs for any electricity generated or any benefit provided by the solar panels;
  - (c) the Vendor nor the Vendor's Estate Agent have made any representations or warranties with respect to the solar panels or their state of repair or purpose which they were installed.



**Special condition 15 – Public Auction (if Applicable)**

- 15.1 The property is offered for sale by public auction subject to the vendor's reserve price. The rules for the conduct of the auction

shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.



**Special condition 16 – Dwelling**

- 16.1 Any improvements on the property, including but not limited to, any buildings, alterations or additions, swimming pool or spa, are sold hereby and inspected by the purchaser, are sold on the basis of existing improvements thereon, and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation, or in relation to compliance with the Building Act 1993, Victorian Building Regulations, municipal bylaws, relevant statutes, or any regulation thereunder or any repealed laws under which the improvements were constructed, including the issue or non-issue of Building Permits, Builders Warranty Insurance, in respect of building works and/or compensation of inspections by the relevant authorities.
- 16.2 In respect to any improvements in accordance with Special Condition 16.1, any failure to comply with any one or more of those laws (of their statutory successors) shall not, and shall be deemed not to constitute a defect in the Vendors Title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.
- 16.3 It is the Purchasers responsibility to measure the property prior to purchase to ensure that the measurements correspond with the measurements on the Title as a Purchaser cannot claim any compensation from a vendor for any discrepancy in measurements discovered after signing of the Contract.
- 16.4 The property may contain asbestos or other hazardous materials having regard to the property's age and state of repair.



**Special condition 17**

- 17.1 General Conditions 8 and 24.3 – 24.6 do not apply to this Contract.



**Special condition 18**

- 18.1 General condition 14.2 (c) herein shall be deleted and substituted to read as follows: -(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan from approved lending institution, (a letter from the broker is not deemed acceptable under this contract), on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor. Such notice must be on a formal letter head from the approved lending institution which the loan application was applied to.



**Special condition 19**

- 19.1 General Condition 15.2 (b) to (d) and the adjustment of land tax apply only where adjustment of land tax is permitted by law. For contracts entered into or after 1 January 2024, for the purposes of General Condition 15, periodic outgoings do not include Land Tax.



**Special condition 20 – Christmas and New Year Settlements**

- 20.1 Christmas and New Year settlements
- a. Settlement of this contract is not to take place between 21 December 2024 and 12 January 2025 inclusive.
  - b. If a date within that range is written into the contract particulars as the settlement date, the contract is amended such that the settlement date will be 13 January 2025 unless the parties agree in writing otherwise).

# General Conditions

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

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

### 3. IDENTITY OF THE LAND

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



#### 4. SERVICES

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

#### 5. CONSENTS

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

#### 6. TRANSFER

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

#### 7. RELEASE OF SECURITY INTEREST

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

- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal 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. BUILDER WARRANTY INSURANCE

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

## 9. GENERAL LAW LAND

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

## Money

### 10. SETTLEMENT

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

### 11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

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

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

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

11.4 At settlement, payments may be made or tendered:

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

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

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

## 12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts 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 part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

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

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

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

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

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

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

13.8 In this general condition:

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

#### 14. LOAN

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

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

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

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

#### 15. ADJUSTMENTS

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

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

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

### Transactional

#### 16. TIME

16.1 Time is of the essence of this contract.

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

#### 17. SERVICE

17.1 Any document sent by—

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

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

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

17.3 This general condition applies to 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.

GUARANTEE and INDEMNITY

I/We, ..... of  
.....

and..... of  
.....

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

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

IN WITNESS whereof the parties hereto have set their hands and seals

this ..... day of ..... 2024

SIGNED by the said ..... )  
..... )  
Print Name: ..... )  
.....  
Director (Sign)

in the presence of: ..... )  
..... )  
Witness: ..... )



GEELONG PROPERTY  
CONVEYANCING

Always here for you.

## SECTION 32

Vendor: Joshua David James

Property: Unit 1, 241 High Street, Belmont VIC 3216

GEELONG PROPERTY CONVEYANCING  
163D Malop Street  
GEELONG VIC 3220  
P. 0499 813 462  
E. [matthew@gpconveyancing.com.au](mailto:matthew@gpconveyancing.com.au)




# 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	UNIT 1, 241 HIGH STREET, BELMONT VIC 3216
------	---

Vendor's name	Joshua David James	Date
		23/12/2024
Vendor's signature	<div><div>Signed by:</div><div></div><div>D462DBE645704EC</div></div>	

Purchaser's name	Date
	/ /
Purchaser's signature	
Purchaser's name	Date
	/ /
Purchaser's signature	

## 1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$6,000.00

### 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

\$0.00	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?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

Not Applicable

**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**

☒ Attached is a certificate with the required specified information.

**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:

NIL

**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:

NIL

**5. BUILDING PERMITS**

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

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*.

6.1 ☒ Attached is the information prescribed for the purposes of section 151(4)(a) of the Owners Corporations Act 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

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

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

**9. TITLE**

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

## 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.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

### 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 2000m<sup>2</sup>; (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.)*

As 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)*

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 11634 FOLIO 211

Security no : 124117988738A

Produced 04/09/2024 03:38 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 731225X.  
PARENT TITLE Volume 05890 Folio 885  
Created by instrument PS731225X 12/02/2016

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
JOSHUA DAVID JAMES of 241 HIGH STREET BELMONT VIC 3216  
PS731225X 12/02/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT768404D 12/11/2020  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AL638263R 22/01/2015

DIAGRAM LOCATION

SEE PS731225X 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: UNIT 1 241 HIGH STREET BELMONT VIC 3216

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 12/11/2020

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS731225X

DOCUMENT END

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Document Identification	<b>PS731225X</b>
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Document Assembled	<b>04/09/2024 15:48</b>

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	<b>PLAN OF SUBDIVISION</b>	Stage No. /	LRS use only <b>EDITION 1</b>	Plan Number <b>PS 731225X</b>
--	----------------------------	----------------	----------------------------------	----------------------------------

<p>Location of Land</p> <p>Parish: BARRARBOOL</p> <p>Township: -</p> <p>Section: -</p> <p>Crown Allotment: -</p> <p>Crown Portion: 9 (PART)</p> <p>Title References</p> <p>C/T VOL 05890 FOL 885</p> <p>Last Plan Reference: LOT 2 ON LP12262</p> <p>Postal Address: 241 HIGH STREET (At time of subdivision) BELMONT 3216</p> <p>MGA94 Co-ordinates: E 266 980 (Of approx. centre of plan) N 5 771 050 Zone 55</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: CITY OF GREATER GEELONG Ref:</p> <ol style="list-style-type: none"> <li>This Plan is certified under Section 6 of the Subdivision Act 1988.</li> <li>This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6 ...../...../</li> <li>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</li> </ol> <p><b>PUBLIC OPEN SPACE</b></p> <p>(i) A requirement for public open space under Section 18 Subdivision Act 1988 has / has not been made.</p> <p>(ii) The requirement has / has not been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage</p> <p>(iv) The requirement has been satisfied for</p> <p>Council delegate Council seal Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988.</p> <p>Council delegate Council seal Date / /</p>
---	---

<b>Vesting of Roads or Reserves</b>	
Identifier	Council/Body/Person
NIL	NIL

<b>Notations</b>	
Depth Limitations: DOES NOT APPLY	Staging: This is not a staged subdivision Planning permit No. 813/2014


  

<p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.</p> <p>For Details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.</p>	<p>Boundaries shown as continuous thick lines are defined by buildings.</p> <p>Location of boundaries defined by buildings: Exterior face - All boundaries</p> <p>Survey: This plan is based on survey</p> <p>This survey has been connected to permanent mark no(s). 187 in Proclaimed Survey Area no. -</p>
--	---

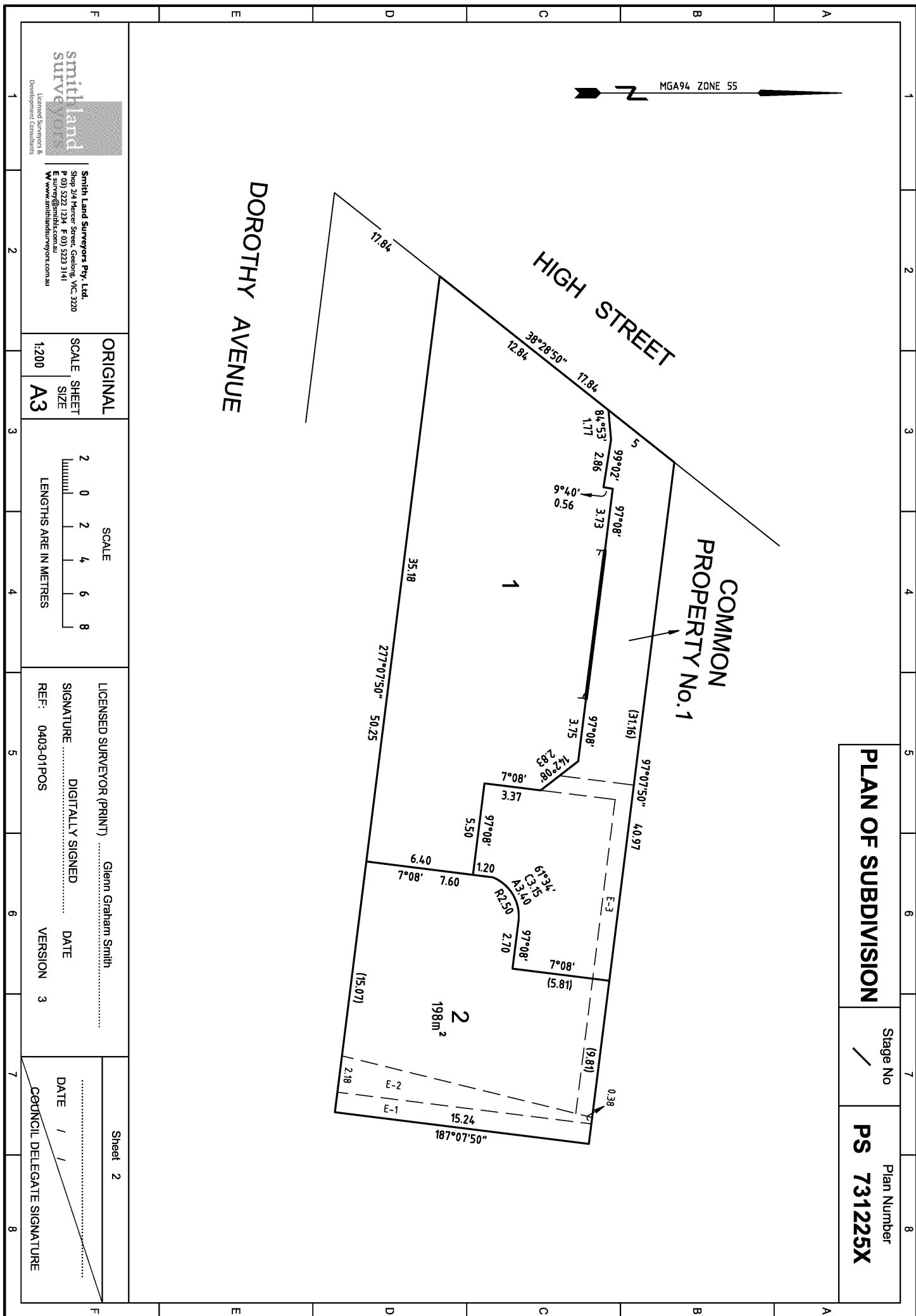
  

<b>Easement Information</b>					<p><u>LRS use only</u></p> <p>Statement of compliance/ Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p style="text-align: right;">Date: 20/1/16</p>
<p><b>Legend:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)</p> <p style="text-align: center;">Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan</p>					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	
E-1	Drainage	1.22	LP12262	Lots on LP12262	
E-1	Drainage	1.22	This plan	City of Greater Geelong	
E-1	Pipeline or Ancillary Purposes	1.22	This Plan / Section 136 Water Act 1989	Barwon Region Water Corporation	
E-2	Pipeline or Ancillary Purposes	see diag.	This Plan / Section 136 Water Act 1989	Barwon Region Water Corporation	
E-3	Sewerage	1	This plan	Lot 1 on This Plan	

 <p><b>Smith Land Surveyors Pty. Ltd.</b> Shop 2/4 Mercer Street, Geelong, VIC, 3220 P 03) 5222 1234 F 03) 5223 3141 E survey@smiththis.com.au W www.smithlandsurveyors.com.au</p>	<p>LICENSED SURVEYOR (PRINT) ..... Glenn Graham Smith</p> <p>SIGNATURE ..... DIGITALLY SIGNED ..... DATE / /</p> <p>REF: 0403-01POS VERSION 3</p>	<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>
---	---	---





**Plan of Subdivision PS731225X**  
**Certification of plan by Council (Form**  
**2)**



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S058119H

Plan Number: PS731225X

Responsible Authority Name: City of Greater Geelong

Responsible Authority Permit Ref. No.: 813/2014

Responsible Authority Certification Ref. No.: 11853

Surveyor's Plan Version: 3

**Certification**

☒ This plan is certified under section 6 of the Subdivision Act 1988

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

☐ Has not been made at Certification

Digitally signed by Council Delegate: Hugh Griffiths

Organisation: City of Greater Geelong

Date: 22/04/2015



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AL638263R</b>
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**AL638263R**

22/01/2015 \$116.50 173



**Form 18**

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE  
MAKING OF A RECORDING OF AN AGREEMENT**

**Planning and Environment Act 1987**

Lodged at the Land Titles Office by:

Name: Harwood Andrews  
Phone: 5225 5225  
Address: 70 Gheringhap Street, Geelong, 3220  
DX 22019 Geelong  
Ref: 2SSM:21406263  
Customer Code: 2235J

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

**Land:** Certificate of title volume 5890 folio 885  
**Authority:** Greater Geelong City Council of 30 Gheringhap Street  
Geelong VIC 3220

**Section and Act under which agreement made:**  
Section 173 of the Planning and Environment Act 1987.

A copy of the agreement is attached to this application.

.....  
Signature for the Authority:

.....  
Name of Officer and position held:

.....  
Date:

**HARWOOD  
ANDREWS**

**AL638263R**

22/01/2015 \$116.50 173



**SECTION 173 AGREEMENT  
PLANNING AND ENVIRONMENT ACT 1987**

**GREATER GEELONG CITY COUNCIL**  
Responsible Authority

- and -

**JOSHUA DAVID JAMES**  
Registered Land Owner

in relation to land at:

**241 HIGH STREET, BELMONT**

2SSM:21406263

Harwood Andrews  
ABN 98 076 868 034  
70 Gherninghap Street, Geelong 3220, Victoria, Australia  
DX 22019 Geelong  
PO Box 101 Geelong Vic 3220

T 03 5225 5225 F 03 5225 5222

THIS AGREEMENT is made the 16 day of January 2015

**PARTIES:**

1. **Greater Geelong City Council** ABN 18374210672 of 30 Gheringhap Street Geelong 3220  
(Responsible Authority)
2. **Joshua David James** of 20 Jay Street Norlane 3214  
(Owner)

**RECITALS:**

- R.1. The Owner is the registered proprietor of the land known as 241 High Street, Belmont, being the land described in Certificate of Title volume 5890 folio 885 (Land).
- R.2. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- R.3. The Responsible Authority issued planning permit number 813/2014 on 2 October 2014 allowing additions to existing dwelling, construction of a two storey second dwelling and a two lot plan of subdivision of the Land generally in accordance with the endorsed plan (Permit).
- R.4. Conditions 9 and 21 of the Permit provides as follows:

'9 Unless otherwise approved in writing by the Responsible Authority, ..... the land owner must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987....to provide to the satisfaction of the Responsible Authority:

- (a) All storm water runoff is to be collected on site and discharged to the legal point of discharge using a pump system or as otherwise nominated by the responsible authority. The pump system is to be designed and constructed in accordance with Australian Standard 3500 Part 3.2 Section 9;
- (b) In the event of any operational difficulties with the pump system, it is the responsibility of the land owner to rectify these difficulties;
- (c) Any pump system is to be replaced by gravity discharge if and when available, and if directed by the Responsible Authority, at the land owner's full cost.'

- R.5. Condition 23 of the Permit provides as follows:

'23 Unless otherwise approved in writing by the Responsible Authority, prior to the issue of the Statement of Compliance:

(a)

or

- (b) The owner of the land must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 to the satisfaction of the Responsible Authority which provides for all development to be in accordance with the endorsed plans forming part of Planning Permit 813/2014 (or any amendment to that permit) or any subsequent Planning Permit.'



- 2 -

- R.6. This Agreement is entered into between the Responsible Authority and the Owner pursuant to section 173 of the Act in order to meet the requirements of conditions 9, 21 and 23 of the Permit and to achieve the objectives of planning in Victoria.
- R.7. The land is subject to registered mortgage number AK765132F in favour of the Commonwealth Bank of Australia, which mortgagee, as evidenced by its consent on the attestation pages, consents to this Agreement.

**IT IS AGREED AS FOLLOWS:****AL638263R**

22/01/2015 \$116.50 173

**1. DEFINITIONS**

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. **Act** means the *Planning and Environment Act 1987*.
- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Land** means the land described in Recital R.1.
- 1.4. **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Register of Titles as Mortgagee of the Land or any part of it.
- 1.5. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.6. **Owners Corporation** has the same meaning as it has in the *Subdivisions Act 1988*.
- 1.7. **Party or Parties** means the Owner and the Responsible Authority under this Agreement as appropriate.
- 1.8. **Permit** means the planning permit issued by the Responsible Authority described in Recital R.3 including the plans endorsed under it and as amended from time to time.
- 1.9. **Planning Scheme** means the Greater Geelong Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.10. **Pump System** means a pumping system constructed in accordance with Australian Standards 3500.3.2003 and the plans endorsed with the Planning Permit, for the purpose of discharging stormwater runoff collected on the Land to the kerb and channel gutter in High Street, Belmont.
- 1.11. **Responsible Authority** means Greater Geelong City Council as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors and any subsequent person or body which is the responsible authority for the Planning Scheme.

**2. INTERPRETATION**

- 2.1. In the interpretation of this Agreement unless inconsistent with the context or subject matter:
- 2.1.1. The singular includes the plural and the plural includes the singular.
- 2.1.2. A reference to a gender includes a reference to all other genders.



- 2.1.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.1.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.1.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.1.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.1.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.1.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.1.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.

### 3. **SPECIFIC OBLIGATIONS OF THE OWNER**

The Owner covenants, acknowledges and agrees with the Responsible Authority:

- 3.1. That all development on the Land must be in accordance with the endorsed plans forming part of the Permit (or any amendment to the Permit) or any subsequent planning permit issued by the Responsible Authority;
- 3.2. Stormwater runoff must be collected on site and discharged to a legal point of discharge using a Pump System;
- 3.3. In the event of any operational difficulties with the Pump System, it will promptly and at its cost rectify those difficulties to the satisfaction of the Responsible Authority;
- 3.4. In the event that a gravity discharge system is available to serve the Land, the Pump System installed pursuant to the Permit must, if directed by the Responsible Authority, be replaced by the Owner or the Responsible Authority as Responsible Authority directs, at the Owner's full cost; and
- 3.5. If the subdivision of the Land creates an Owners Corporation, the Pump System must be situated on common property or within an easement in favour of the Owners Corporation.

### 4. **FURTHER COVENANTS OF THE OWNER**

The Owner warrants and covenants with the Responsible Authority that:

- 4.1. It is the registered proprietor (or entitled to be so) of the Land.
- 4.2. Save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches.



- 4.3. Neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic).
- 4.4. It will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement.
- 4.5. It will within 28 days of written demand pay to the Responsible Authority the Responsible Authority's reasonable costs (including legal costs) and expenses of and incidental to the:
- 4.5.1. negotiation, preparation, execution and recording of this Agreement; and
  - 4.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement.

To the extent that such costs and expenses constitute legal professional costs, the Responsible Authority may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by the Responsible Authority and the Owner. Such costs payable by the Owner will include the costs and disbursements associated with the recording, cancellation or alteration of this Agreement in the Register.

- 4.6. It will do all that is necessary to enable the Responsible Authority to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document.
- 4.7. Until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

## 5. FURTHER ASSURANCE

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

## 6. AMENDMENT

This Agreement may be amended only in accordance with the requirements of the Act.

## 7. NO WAIVER

No waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement nor to be a waiver of or in any way release any party from compliance with any provision, condition or requirement in the future nor will any delay or omission of any party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

## 8. NO FETTERING OF POWERS OF RESPONSIBLE AUTHORITY

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements



- 5 -

or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

**9. NOTICES**

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the addresses of the parties as specified in this Agreement or to such other address or person as any party may specify by notice in writing to the other party or parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

- 9.1. not later than two business days after being deposited in the mail with postage prepaid;
- 9.2. when delivered by hand;
- 9.3. if sent by email upon production of a delivery confirmation report received by the sender which records the time the email was delivered unless the sender received a delivery failure notification; or
- 9.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

**10. COSTS ON DEFAULT**

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Responsible Authority its reasonable costs of action taken to achieve compliance with this Agreement.

**11. INVALIDITY OF ANY CLAUSE**

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

**12. AGREEMENT BINDING ON SUCCESSORS OF OWNERS**

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

**13. JOINT OBLIGATIONS**

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

**14. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

**AL638263R**

22/01/2015 \$116.50 173



**AL638263R**

22/01/2015 \$116.50 173



**15. COMMENCEMENT AND ENDING OF AGREEMENT**

15.1. This Agreement will commence on date that it bears.

15.2. This Agreement will end by agreement between the parties or otherwise in accordance with the provisions of the Act.

**EXECUTED AS A DEED**

**SIGNED SEALED AND DELIVERED** on behalf of the **GREATER GEELONG CITY COUNCIL** by Peter Bettess, General Manager Planning & Tourism pursuant to an instrument of delegation authorised by Council resolution, in the presence of:

.....  
P Bettess

.....  
Witness

**SIGNED SEALED AND DELIVERED** by the said **JOSHUA DAVID JAMES** in the presence of:

.....  
Joshua David James

.....  
Witness

JESSICA COOKE

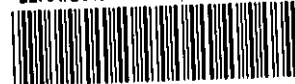
**MORTGAGEE CONSENT**

Commonwealth Bank of Australia as Mortgagee under Instrument of Mortgage No. AK765132F consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED:

**AL638263R**

22/01/2015 \$116.50 173



Executed for and on behalf of

**Commonwealth Bank of Australia**

**EXECUTED by COMMONWEALTH BANK  
OF AUSTRALIA TRADING AS BANKWEST**  
ABN: 48 123 123 124 by its duly  
constituted attorney under power  
of attorney no. Permanent Order Book  
No. 277 Page 31 item 4

Dated 7th August 2012 who at the date  
hereof had no notice of revocation of such  
power of attorney in the presence of:

An Officer of the Bank

DAVID LANE

Witness name

by its attorney:

Signature

Name

Title

**Manager  
Residential Lending**

## CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY  
PO Box 104, Geelong VIC 3220

P: 03 5272 5272  
E: [contactus@geelongcity.vic.gov.au](mailto:contactus@geelongcity.vic.gov.au)  
[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

**2024-2025 LAND INFORMATION CERTIFICATE**

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **06-Sep-2024**

Certificate No: **221806**

Applicants Ref:

**74121019-016-6:191554**

*Assessment Number:* **920091**

Property Address: **Unit 1/241 High Street, BELMONT VIC 3216**  
Property Description: **343m2 Lot 1 PS 731225**  
AVPCC / Land Use: **271.3 - Medical Centre120 - Single - Unit/Villa Unit/Townhouse**

Ratepayer as per  
Council Records: **J D James**

Applicant:

**Secure Electronic Registries Victoria Pty Ltd  
PO BOX 500  
EAST MELBOURNE VIC 8002**

Operative Valuation Date:	<b>01-Jul-2024</b>
Level of Valuation Date:	<b>01-Jan-2024</b>
Capital Improved Value:	<b>800,000</b>
Site Value:	<b>360,000</b>
Net Annual Value:	<b>43,000</b>

This certificate provides information regarding Valuation, Rates, Charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or By-Law of the Council.

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

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- ♦ The **current rating year** is for the period **01/07/2024 to 30/06/2025**. Lump sum payment – due by **15/02/2025** or by instalment **30/09/2024, 30/11/2024, 28/02/2025 and 31/05/2025**. Interest is chargeable after these dates on any outstanding amount.
- ♦ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

**Please Note: Council has no involvement in the settlement process. On request any overpayment of rates at settlement will be refunded to the payee, with a \$30 fee being applicable.**

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue (ie. **05-Dec-2024**) and within the current financial year.

The Local Government Act 2020 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.

Notice can be emailed to: [transfers@geelongcity.vic.gov.au](mailto:transfers@geelongcity.vic.gov.au)

**2024-2025 LAND INFORMATION CERTIFICATE (cont.)**In accordance with Section 121 of the  
Local Government Act 2020Date of Issue: **06-Sep-2024**

eService

Certificate No: **221806**Property Address: **Unit 1/241 High Street, BELMONT VIC 3216**Assessment Number: **920091.6**

	<b><u>Rate, Charges &amp; Other Monies</u></b>	<b><u>Amount \$</u></b>
<b>Arrears:</b>	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
<b>Current:</b>	General Rates	3,133.80
	State Government Levies	798.20
	Waste Management	0.00
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
<b>Other:</b>	Special Charges ( <i>subject to Final Costs</i> )	0.00
	Sundry Charges	0.00
<b>Payment:</b>	Amount Received	0.00
	Overpayment	0.00
	<b>All Overdue amounts should be paid at settlement.</b> The purchaser is liable for all outstanding rates and charges after transfer and settlement.	
	<b>Total Due:</b>	<b>3,932.00</b>

**General Notes:** Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. As a result of this, an Adjusted Valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.

**Condition:**

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


**Authorised Officer****Biller Code: 17475****Reference: 100009200916**Payment via internet or phone banking,  
from your cheque or savings account.**Your Ref:** 74121019-016-6:191554**Page 2 of 2**Standard Property  
**Sec 121 LGA 2020**



Information Statement Part A

In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part B)

INSTALLATION NUMBER: 14502816 APPLICATION NUMBER: 474470 DATE: 04/09/2024  
PROPERTY ADDRESS: 1/241 HIGH ST, BELMONT, VIC 3216  
YOUR REFERENCE: 565701  
OWNER: J D James  
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/07/2024 to 30/09/2024. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Sewerage Service Charge	158.94	0.00	158.94
Water Service Charge	36.74	0.00	36.74
Total Service Charge	\$ 195.68	0.00	195.68

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

Charges Due & Payable

	Value	GST	Price
Sewerage Service Charge	158.94	0.00	158.94
Water Volume to 08/08/2024	16.72	0.00	16.72
Water Service Charge	36.74	0.00	36.74
TOTAL DUE	\$ 212.40	0.00	212.40

Important Information

Due date for Billed Service and Volume Charges 12/09/2024

The water meter for this property was last read on 08/08/2024. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

The information statement will also provide details of other charges, including any unpaid amounts. In order to ensure this is accurate close to the time of settlement, you can request an Information Statement update by going to [Information statement update](#) or by visiting Properties and development – Information statement update page on our website or by calling 1300 656 007.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.

\* PLEASE NOTE: Verbal confirmation will not be given after 03/11/2024. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 03/11/2024 and a fee will be payable.  
\* If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.  
\*

Manager Customer Centre

Geelong Property Conveyancing C/- Triconvey (Reseller) C/-  
LANDATA  
Two Melbourne Quarter, Level 13, 697 Collins Street Docklands



Billers Code: 585224  
Ref Code: 6900 0001 0001 8448 4

# *Information Statement Part B*

*In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part A)*

04-09-2024

Geelong Property Conveyancing C/- Triconvey (Reseller) C/- LANDATA  
Two Melbourne Quarter, Level 13, 697 Collins Street  
Docklands

Property: UNIT 1, 241 HIGH STREET BELMONT 3216

I refer to your application received at this office on 04/09/2024. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

**Our Ref:** EC474470

**Your Ref:** 565701

**Agent Ref:** 74121019-027-2

Yours faithfully.

Manager Customer Centre



Property Clearance Certificate

Land Tax



INFOTRACK / GEELONG PROPERTY CONVEYANCING

Your Reference:	GPC-24/3802
Certificate No:	79761390
Issue Date:	04 SEP 2024
Enquiries:	ESYSPROD

Land Address:	UNIT 1, 241 HIGH STREET BELMONT VIC 3216
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
42713950	1	731225	11634	211	\$1,400.00

Vendor: JOSHUA JAMES

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR JOSHUA DAVID JAMES	2024	\$350,000	\$1,400.00	\$0.00	\$1,400.00

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

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	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:	\$800,000
SITE VALUE:	\$350,000
CURRENT LAND TAX CHARGE:	\$1,400.00



# Notes to Certificate - Land Tax

Certificate No: 79761390

**Power to issue Certificate**

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

**Amount shown on Certificate**

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

**Land tax is a first charge on land**

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

**Information for the purchaser**

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

**Information for the vendor**

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

**Apportioning or passing on land tax to a purchaser**

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

**General information**

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

**For Information Only**

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,500.00

Taxable Value = \$350,000

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

**Land Tax - Payment Options**

BPAY



Billers Code:5249

Ref: 79761390

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: 79761390

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 / GEELONG PROPERTY CONVEYANCING

Your Reference:	GPC-24/3802
Certificate No:	79761390
Issue Date:	04 SEP 2024
Enquires:	ESYSPROD

Land Address: UNIT 1, 241 HIGH STREET BELMONT VIC 3216					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
42713950	1	731225	11634	211	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
271.3	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:	\$350,000
CURRENT CIPT CHARGE:	\$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 79761390

## 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](http://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 / GEELONG PROPERTY CONVEYANCING

Your Reference:	GPC-24/3802
Certificate No:	79761390
Issue Date:	04 SEP 2024

Land Address: UNIT 1, 241 HIGH STREET BELMONT VIC 3216

Lot	Plan	Volume	Folio
1	731225	11634	211

Vendor: JOSHUA JAMES  
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: 79761390

### 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

<div><div>BPAY</div><div></div><div><div>Billers Code: 416073</div><div>Ref: 79761391</div></div></div> <div><div>Telephone &amp; Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div><a href="http://www.bpay.com.au">www.bpay.com.au</a></div></div>	<div><div>CARD</div><div></div><div><div>Ref: 79761391</div></div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61.</div><div>A card payment fee applies.</div><div><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></div></div>	<div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div>
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# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 04/09/2024 03:48:09 PM

OWNERS CORPORATION 1  
PLAN NO. PS731225X

The land in PS731225X is affected by 1 Owners Corporation(s)

**Land Affected by Owners Corporation:**

Common Property 1, Lots 1, 2.

**Limitations on Owners Corporation:**

Unlimited

**Postal Address for Services of Notices:**

241 HIGH STREET BELMONT VIC 3216

OC029268T 12/02/2016

**Owners Corporation Manager:**

NIL

**Rules:**

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

**Owners Corporation Rules:**

NIL

**Additional Owners Corporation Information:**

OC029268T 12/02/2016

**Notations:**

NIL

**Entitlement and Liability:**

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	50	50
Lot 2	50	50
Total	100.00	100.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/09/2024 03:48:09 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS731225X**

Statement End.



**OWNERS CORPORATION CERTIFICATE**

s.151 Owners Corporation Act 2006 and r.17 Owners Corporations Regulations 2018

**Owners Corporation No PS731225X****Address: Unit 1, 241 High Street, Belmont VIC**

This certificate is issued for Postal address is Applicant for the certificate is Address for delivery of certificate is:	<b>Lot 1 on Plan of Subdivision No: 731225X</b> Unit 1, 241 High Street, Belmont VIC 3216 Geelong Property Conveyancing 163D Malop Street, Geelong VIC 3220
<b>IMPORTANT:</b> The information in this certificate is issued on: 17 December 2024 You can inspect the owners corporation's register for additional information and you should obtain a new certificate for current information prior to settlement.	
1.	The current fees for the lot are \$Nil <b>The property is part of a 2 Lot Subdivision and is exempt from the Act</b>
2.	The date to which the fees for the lot have been paid up to is: N/A
3.	The total of any unpaid fees or charges for the lot are: N/A
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: N/A
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in items 1 to 4 above are: N/A
6.	The owners corporation has the following insurance cover: <b>The property is part of a 2 Lot Subdivision and is exempt from the Act</b>
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution N/A
8.	The total funds held by the owners corporation: N/A
9.	Are there any liabilities of the owners corporation that are not covered by items 1 to 4 above? If so, then provide details N/A
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details N/A
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details N/A
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details N/A

This owners corporation certificate was prepared by: **Geelong Property Conveyancing**

Signature

# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

## How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

## Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

## Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

## Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

## Management of an owners corporation

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

## MODEL RULES FOR AN OWNERS CORPORATION

### 1. Health, safety and security

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

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

#### 1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to -
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### 1.3 Waste disposal

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

### 2. Committees and sub-committees

#### 2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

### 3. Management and administration

#### 3.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate -
  - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

### 4. Use of common property

#### 4.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

#### 4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

#### 4.3 **Damage to common property**

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

### 5. **Lots**

#### 5.1 **Change of use of lots**

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

##### **Example**

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

#### 5.2 **External appearance of lots**

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

#### 5.3 **Requiring notice to the owners corporation of renovations to lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

### 6. **Behaviour of persons**

#### 6.1 **Behaviour of owners, occupiers and invitees on common property**

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

#### 6.2 **Noise and other nuisance control**

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

### 7. **Dispute resolution**

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

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# Lease of Real Estate

## with Guarantee + Indemnity [Commercial Property]

### Important Notices To The Person Preparing This Lease

This lease is in a standard form. You may need to make changes to record the agreement of the landlord, tenant, and any guarantor. You should carefully check the whole document and make appropriate deletions, alterations, and/or additions so it agrees with the instructions you have received. You should note the warranty in clause 22 and record any alterations to the lease conditions in schedule item 22 and **not** in the lease conditions. If the lease is one to which the *Retail Leases Act 2003* (Vic) applies, the parties should refer to that Act for important rights and obligations that are not set out in this lease.

JUSTITIA

ET

LIBERTAS

# CONTENTS

1.	DEFINITIONS AND INTERPRETATION	4	7.4	Essential terms	12
2.	TENANT'S PAYMENT, USE AND INSURANCE	OBLIGATIONS	7.5	Notice before termination for repudiation or event to which section 146 does not apply	12
	6		7.6	Effect of non-enforcement	12
2.1	Payment and use obligations	6	8.	DESTRUCTION OR DAMAGE	12
2.2	Negative use obligations	7	8.1	Abatement in case of damage	12
2.3	Tenant's insurance	7	8.2	Reinstatement where premises not substantially destroyed	12
3.	REPAIRS, MAINTENANCE, FIRE PREVENTION AND REQUIREMENTS OF AUTHORITIES	8	8.3	Substantial destruction	12
3.1	Tenant's general repair obligations	8	8.4	Insurance cover denied due to tenant act or omission	12
3.2	Tenant's specific repair obligations	8	8.5	Resolution of disputes	12
3.3	Exceptions to tenant's obligations	9	9.	CONSENTS AND WARRANTIES	12
4.	LEASE TRANSFER AND SUBLETTING	9	9.1	Consents and approvals	12
4.1	No transfer or subletting	9	9.2	Whole agreement	12
4.2	Landlord's consent	9	10.	OVERHOLDING AND ABANDONMENT OF THE PREMISES	12
4.3	Request for consent	9	10.1	Holding over	12
4.4	Deemed consent	9	10.2	Certain conduct not waiver	13
4.5	Execution of document	9	11.	RENT REVIEWS TO MARKET	13
4.6	Payment of landlord's expenses	9	11.1	Market review procedure	13
4.7	No licence or sharing arrangements	9	11.2	Determination binding	14
4.8	Obligations of transferor after transfer	10	11.3	Valuer's fee	14
5.	GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT	10	11.4	Rent pending determination	14
5.1	Yield up at end of term	10	11.5	Delay in market review	14
5.2	Indemnity by tenant	10	12.	FURTHER TERM(S)	14
5.3	Release by tenant	10	12.1	Exercise of option to renew	14
5.4	Building outgoing	10	12.2	Terms of renewed lease	14
5.5	Transfer of premises by landlord	10	12.3	Director's guarantees	14
5.6	Payment of cheque	11	13.	SECURITY DEPOSIT	14
6.	LANDLORD'S OBLIGATIONS	11	13.1	Payment of security deposit	14
6.1	Quiet possession	11	13.2	Interest on security deposit	14
6.2	Landlord's insurance	11	13.3	Use of security deposit	14
6.3	Mortgagee's consent	11	13.4	Refund of unused security deposit	14
6.4	Landlord's repair obligations	11	13.5	Bank guarantee as security deposit	14
7.	EVENTS OF DEFAULT AND LANDLORD'S RIGHTS	11	13.6	Replacement guarantee on change of landlord	14
7.1	Termination by landlord for default	11			
7.2	Damages	11			
7.3	Section 146 <i>Property Law Act</i> 1958	12			

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# CONTENTS

<b>14. NOTICES</b>	<b>14</b>	<b>18. CONSUMER PRICE INDEX</b>	<b>16</b>
14.1 Service of notices	14	18.1 CPI formula	16
14.2 Time notices served	15	18.2 Delay in publications of index	17
14.3 Notices by email	15	18.3 Change in CPI basis	17
<b>15. OBLIGATIONS OF GUARANTOR(S) UNDER GUARANTEE AND INDEMNITY</b>	<b>15</b>	18.4 CPI discontinued	17
15.1 Guarantee and indemnity	15	18.5 No decrease unless Act applies	17
15.2 Guarantee and indemnity not affected by certain events	15	<b>19. IF PREMISES ONLY PART OF THE LETTABLE AREA OF THE BUILDING</b>	<b>17</b>
15.3 Insolvency of tenant	15	19.1 Application of clause	17
15.4 Unenforceability of tenant's obligations	15	19.2 Naming rights and logos	17
15.5 Multiple guarantors	15	19.3 External surfaces and outside areas	17
15.6 Deemed breaches of lease	15	19.4 Landlord reserves certain rights	17
<b>16. DISPUTE RESOLUTION</b>	<b>15</b>	19.5 No obstruction of common areas	17
16.1 Provision for mediation	15	19.6 Building rules	17
16.2 Mediation procedure	16	<b>20. PERSONAL PROPERTY SECURITIES ACT</b>	<b>17</b>
16.3 Mediator's fees	16	20.1 Interpretation	17
16.4 Terms of settlement	16	20.2 Landlord may register financing statement	17
16.5 Mediation confidential	16	20.3 When lease ends	17
16.6 Release of mediator	16	20.4 Tenant to co-operate	18
16.7 Mediator not bound by natural justice	16	20.5 Tenant not to register	18
16.8 VCAT proceedings	16	20.6 Tenant to pay landlord's expenses	18
<b>17. GST</b>	<b>16</b>	20.7 Confidentiality	18
17.1 Terms used	16	20.8 Service of PPSA notices	18
17.2 Amounts GST exclusive	16	<b>21. ADDITIONAL PROVISIONS</b>	<b>18</b>
17.3 Recipient of supply to pay amount for GST	16	<b>22. LANDLORD WARRANTY</b>	<b>18</b>
17.4 Reimbursements	16		
17.5 Tax Invoice	16		

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

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

# LEASE CONDITIONS

## 1. DEFINITIONS AND INTERPRETATION

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

EXPRESSION	MEANING
<b>ACCOUNTING PERIOD</b>	the period of 12 months ending 30 June or other period of 12 months adopted by the <b>landlord</b> in respect of this lease for recovery of <b>building outgoings</b> and includes any broken periods at the start and end of the <b>term</b>
<b>ACT</b>	the <i>Retail Leases Act 2003</i> (Vic)
<b>BUILDING</b>	any building in which the <b>premises</b> are located, including the <b>landlord's installations</b>
<b>BUILDING OUTGOINGS</b>	<p>any of the following expenses (excluding capital expenses and expenses whose recovery from the <b>tenant</b> would be contrary to applicable legislation) incurred in respect of the <b>land</b>, the <b>building</b>, the <b>premises</b> or any premises in the <b>building</b> which include the <b>premises</b> -</p> <ul style="list-style-type: none"> <li>(a) rates, levies and assessments imposed by any relevant authorities;</li> <li>(b) taxes including land tax (unless the <b>Act</b> applies), calculated on the basis that the <b>land</b> is the only land of the <b>landlord</b> liable to tax and is not subject to a trust but excluding income tax and capital gains tax;</li> <li>(c) the costs of maintaining and repairing the <b>building</b> and the <b>landlord's installations</b> and carrying out works as required by relevant authorities (but excluding any amount recovered in respect of maintenance or repair by the <b>landlord</b> from its insurer);</li> <li>(d) premiums and charges for the following insurance policies taken out by the <b>landlord</b> - <ul style="list-style-type: none"> <li>(i) damage to and destruction of the <b>premises</b> for their replacement value for the risks listed in <b>item 11</b>,</li> <li>(ii) removal of debris,</li> <li>(iii) breakdown of <b>landlord's installations</b>,</li> <li>(iv) breakage of glass,</li> <li>(v) public risk for any single event for the amount stated in <b>item 12</b> (if none is stated, \$10 million) or other amount reasonably specified from time to time by the <b>landlord</b>, and</li> <li>(vi) loss of rent and outgoings for the period stated in <b>item 13</b> or, if none is stated, 12 months,</li> </ul> <p>and excesses paid or payable on claims,</p> <p>and, if the <b>premises</b> occupy only a part of the <b>lettable area</b> of the <b>building</b>, the following further items -</p> <ul style="list-style-type: none"> <li>(e) costs incurred in providing services to the <b>building</b> and the <b>land</b> including - <ul style="list-style-type: none"> <li>(i) heating,</li> <li>(ii) cooling,</li> <li>(iii) air-conditioning,</li> <li>(iv) cleaning,</li> <li>(v) pest control,</li> <li>(vi) waste collection,</li> <li>(vii) lighting,</li> <li>(viii) landscaping and garden maintenance,</li> <li>(ix) security, and</li> <li>(x) fire safety prevention, detection and control;</li> </ul> </li> <li>(f) accountancy and audit fees; and</li> <li>(g) costs of whatever description, reasonably incurred by the <b>landlord</b> in the administration, management or operation of the <b>building</b> and the <b>land</b>,</li> </ul> <p>whether incurred by the <b>landlord</b> directly or as owners corporation levies, at cost to the <b>landlord</b> on the basis that an expense is deemed to have been paid at the time it fell due for payment</p> </li></ul>
<b>BUILDING RULES</b>	any rules adopted from time to time for the <b>building</b> , including the rules of any owners corporation affecting the <b>premises</b>
<b>COMMON AREAS</b>	<p>areas in the <b>building</b> or on the <b>land</b> that are under the control of the <b>landlord</b> and are used or intended for use -</p> <ul style="list-style-type: none"> <li>(a) by the public; or</li> <li>(b) in common by tenants of premises in the <b>building</b> in relation to the carrying on of businesses on those premises,</li> </ul> <p>other than areas which are let or licensed, or intended to be let or licensed, other than on a casual basis</p>
<b>CONSUMER PRICE INDEX</b>	the consumer price index published by the Australian Government Statistician under the heading All Groups, Melbourne
<b>CPI REVIEW DATE</b>	a date specified in <b>item 16(b)</b>

<b>FIXED REVIEW DATE</b>	a date specified in <b>item 16(c)</b>
<b>GST</b>	GST within the meaning of the <b>GST Act</b>
<b>GST ACT</b>	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>
<b>GUARANTOR</b>	the person named in <b>item 3</b>
<b>ITEM</b>	an item in the schedule to this lease
<b>LAND</b>	the parcel of land on which the <b>building</b> is erected and which is described in <b>item 4(b)</b>
<b>LANDLORD</b>	the person named in <b>item 1</b> , or any other person who will be entitled to possession of the <b>premises</b> when this lease ends
<b>LANDLORD'S INSTALLATIONS</b>	any property of the <b>landlord</b> , other than land or fixtures, from time to time in the <b>premises</b> or on the <b>land</b> and includes the property listed in <b>item 5</b>
<b>LETTABLE AREA</b>	<p>unless the <b>Act</b> applies and requires otherwise -</p> <p>(a) in relation to the <b>premises</b>, the area let; and</p> <p>(b) in relation to the <b>building</b>, the total area of the <b>building</b> that is let or licensed or intended to be let or licensed, other than on a casual basis.</p> <p>When it is necessary to measure the <b>lettable area</b> of the <b>building</b> or any part of the <b>building</b>, the measurement is to be carried out using the most recent revision of the relevant Property Council of Australia method of measurement</p>
<b>MARKET REVIEW DATE</b>	a date specified in <b>item 16(a)</b>
<b>PERMITTED USE</b>	the use specified in <b>item 15</b>
<b>PPSA</b>	the <i>Personal Property Securities Act 2009 (Cth)</i>
<b>PREMISES</b>	the premises described in <b>item 4(a)</b> and fixed improvements and the <b>landlord's installations</b> within the <b>premises</b>
<b>RENT</b>	the amount in <b>item 6</b> , as varied in accordance with this lease
<b>REVIEW DATE</b>	a date specified in <b>item 16</b>
<b>START OF THE LEASE</b>	the first day of the <b>term</b> but, if this lease is a renewal under an option in an earlier lease (whether or not this lease is on terms that are materially different to those contemplated by the earlier lease), the starting date of the first lease to contain an option for renewal.
<b>TENANT</b>	the person named in <b>item 2</b> , or any person to whom the lease has been transferred
<b>TENANT'S AGENTS</b>	the <b>tenant's</b> employees, agents, contractors, customers and visitors to the <b>premises</b>
<b>TENANT'S INSTALLATIONS</b>	the items of equipment and fittings listed in <b>item 7</b> and those introduced by the <b>tenant</b> after the lease starts
<b>TERM</b>	the period stated in <b>item 8</b>
<b>VALUER</b>	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 <b>Act</b> applies, a specialist retail valuer.

- 1.2 References to laws include statutes, regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the **premises**. Illegal means contrary to a law as defined in this sub-clause.
- 1.3 This lease must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this lease does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the lease.
- 1.4 The law of Victoria applies to this lease.
- 1.5 Any change to this lease must be in writing and signed by the parties.
- 1.6 If a party consists of more than one person –
  - (a) the acts and omissions of any of them bind all of them; and
  - (b) an obligation imposed by this lease on or in favour of more than one person binds or benefits them separately, together and in any combination.
- 1.7 The use of one gender includes the others and the singular includes the plural and vice versa.
- 1.8 If the **landlord**, **tenant** or **guarantor** is an individual, this lease binds that person's legal personal representative. If any of them is a corporation, this lease binds its transferees.
- 1.9 This lease, including all guarantees and indemnities, is delivered and operates as a deed.
- 1.10 The **tenant** is bound by and answerable for the acts and omissions of the **tenant's agents**.
- 1.11 If there is a conflict between a provision in the schedule and one of these lease conditions then the provision in the schedule is to prevail.

- 1.12 “Include” and every form of that word is to be read as if followed by “(without limitation)”.
- 1.13 This lease includes the schedule.
- 1.14 The parties consider that the application of the **Act** to this lease is as specified in **item 15** and, if **item 15** states that the **Act** does not apply, that the reason is as specified in **item 15**.

## 2. TENANT’S PAYMENT, USE AND INSURANCE OBLIGATIONS

- 2.1 The **tenant** must -
  - 2.1.1 pay the **rent** without any set-off (legal or equitable) or deduction whatever to the **landlord** on the days and in the way stated in **item 9** without the need for a formal demand. The **landlord** may direct in writing that the **rent** be paid to another person. The **rent** is reviewed on each **review date** specified in **item 16** -
    - (a) on a **market review date**, the **rent** is reviewed in accordance with clause 11,
    - (b) on a **CPI review date**, the **rent** is reviewed in accordance with clause 18, and
    - (c) on a **fixed review date**, the **rent** is either increased by the fixed percentage or changed by or to the fixed amount, in either case as specified in **item 16** in respect of that **fixed review date**.
  - 2.1.2 produce receipts for paid **building outgoings** within 7 days of a request.
  - 2.1.3 pay when due all charges for the provision of services to the **premises** including gas, electricity, water and telephone.
  - 2.1.4 remove regularly from the **premises** all rubbish and waste generated by the **tenant’s** operations.
  - 2.1.5 pay the proportion of the **building outgoings** specified in **item 10** in accordance with clause 5.4.
  - 2.1.6 pay or reimburse within 7 days of a request all increases in insurance premiums paid or payable by the **landlord** as the result of the **tenant’s** use of the **premises**.
  - 2.1.7 pay within 7 days of a request interest at the rate stated in **item 14** on any **rent** or other money which the **tenant** has not paid within 7 days of the due date. Interest is to be calculated daily from the due date, continues until the overdue money is paid and is capitalised monthly.
  - 2.1.8 pay within 7 days of a request the **landlord’s** reasonable expenses and legal costs in respect of -
    - (a) the negotiation, preparation, settling, execution and stamping (if applicable) of this lease,
    - (b) change to this lease requested by the **tenant** whether or not the change occurs,
    - (c) the surrender or ending of this lease (other than by expiration of the **term**) requested by the **tenant**, whether or not the lease is surrendered or ended,
    - (d) the transfer of this lease or subletting of the **premises** or proposed transfer or 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**.
  - 2.1.11 carry on the business of the **permitted use** efficiently and, subject to all applicable laws, keep the **premises** open during the business hours which are normal for the **permitted use** and not suspend or discontinue the operation of the business.
  - 2.1.12 comply with the **landlord’s** reasonable requirements in relation to the use of the **landlord’s installations** and any services provided by the **landlord**.
  - 2.1.13 subject to clauses 3.3.2 and 3.3.3, comply with the laws and requirements of relevant authorities relating to essential safety measures, occupational health and safety and disability discrimination relevant to the **premises** or the **building**.
- 2.2 The **tenant** must not, and must not let anyone else -
  - 2.2.1 use the **premises** except for the **permitted use**, but the **tenant** agrees that the **landlord** has not represented that the **premises** may be used for that use according to law or that the **premises** are suitable for that use.
  - 2.2.2 use the **premises** for any illegal purpose.
  - 2.2.3 carry on any noxious or offensive activity on the **premises**.
  - 2.2.4 do anything which might cause nuisance, damage or disturbance to a tenant, occupier or owner of any adjacent property.
  - 2.2.5 conduct an auction or public meeting on the **premises**.
  - 2.2.6 use radio, television or other sound-producing equipment at a volume that can be heard outside the **premises**.
  - 2.2.7 do anything which might affect any insurance policy relating to the **premises** by causing -
    - (a) it to become void or voidable,
    - (b) any claim on it being rejected, or
    - (c) a premium to be increased.
  - 2.2.8 keep or use chemicals, inflammable fluids, acids, or other hazardous things on the **premises** except to the extent necessary for the **permitted use**, or create fire hazards.

- 2.2.9 do anything which might prejudicially affect the essential safety measures or the occupational health and safety or disability discrimination status of the **premises** or the **building**.
- 2.2.10 place any sign on the exterior of the **premises** without the **landlord's** written consent.
- 2.2.11 make any alteration or addition, or affix any object, to the **premises** except with the **landlord's** written consent; consent is at the **landlord's** discretion for any alteration, addition or affixation affecting the structure of the **building** or any of the infrastructure for the provision of services to the **building** but, otherwise, clause 9.1 applies. In undertaking any work for which the **landlord's** consent has been obtained, the **tenant** must strictly conform to plans approved by the **landlord** and comply with all reasonable conditions imposed on that consent by the **landlord** and the requirements of each authority with jurisdiction over the **premises**.
- 2.2.12 bring onto the **premises** any object which, due to its nature, weight, size or operation, might cause damage to the **premises**, the **building**, or the effective operation of the infrastructure for the provision of services to the **premises** or the **building** without the **landlord's** written consent.
- 2.2.13 except in an emergency, interfere with any infrastructure for the provision of services in the **premises**, the **building**, or in any property of which the **premises** are part.
- 2.3 The **tenant** must -
  - 2.3.1 take out and keep current an insurance cover for the **premises** in the name of the **tenant** and noting the interest of the **landlord**, for public risk for any single event for the amount stated in **item 12** or, if none is stated, for \$10 million, with an extension which includes the indemnities given by the **tenant** to the **landlord** in clauses 5.2 and 5.3.2 of this lease to the extent that such an extension is procurable on reasonable terms in the Australian insurance market.
  - 2.3.2 maintain the insurance cover with an insurer approved by the **landlord**.
  - 2.3.3 produce satisfactory evidence of insurance cover on written request by the **landlord**.

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

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

- 3.2.13 take reasonable precautions to secure the **premises** and their contents from theft, keep all doors and windows locked when the **premises** are not in use and comply with the **landlord's** directions for the use and return of keys or keycards.
- 3.2.14 permit the **landlord** or its agent access to the **premises** at reasonable times by appointment to show the **premises** -
  - (a) to valuers and to the **landlord's** consultants,
  - (b) to prospective purchasers at any time during the **term**, and
  - (c) to prospective tenants within 3 months before the end of the **term** (unless the **tenant** has exercised an option to renew this lease)

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

in which case the repairs, alterations or payments are the responsibility of the **tenant**.
  - 3.3.3 to carry out any work that applicable legislation makes the responsibility of the **landlord**.

#### 4. LEASE TRANSFERS AND SUBLETTING

- 4.1 The **tenant** must not transfer this lease or sublet the **premises** without the **landlord's** written consent, and section 144 of the *Property Law Act 1958* (Vic) and clause 9.1 do not apply.
- 4.2 The **landlord** -
  - 4.2.1 subject to sub-clause 4.2.2, must not unreasonably withhold consent to a transfer of this lease or a sublease of the **premises** if the **tenant** has complied with the requirements of clause 4.3 and the proposed transferee or subtenant proposes to use the **premises** in a way permitted under this lease. If the **Act** applies, the **landlord** may only withhold consent to a transfer of this lease in accordance with the **Act**.
  - 4.2.2 may withhold consent at the **landlord's** discretion if the **Act** does not apply, and a transfer of this lease would result in the **Act** applying, or applying if this lease is renewed for a further term.
- 4.3 To obtain the **landlord's** consent to a transfer or sublease the **tenant** must -
  - 4.3.1 ask the **landlord** in writing to consent to the transfer or sublease,
  - 4.3.2 give the **landlord** -
    - (a) in relation to each proposed new tenant or sub-tenant such information as the **landlord** reasonably requires about its financial resources and business experience and if the **Act** does not apply, any additional information reasonably required by the **landlord** to enable it to make a decision, and
    - (b) a copy of the proposed document of transfer or sublease, and
  - 4.3.3 remedy any breach of the lease which has not been remedied and of which the **tenant** has been given written notice.
- 4.4 If the **Act** applies and -
  - 4.4.1 the **tenant** has asked the **landlord** to consent to a transfer and complied with clause 4.3 and section 61 of the **Act**, and
  - 4.4.2 the **landlord** fails to respond by giving or withholding consent to the transfer within 28 days,

then the **landlord** is to be taken as having consented.
- 4.5 If the **landlord** consents to the transfer or sublease, the **landlord**, **tenant** and new tenant or sub-tenant and the **guarantor** must execute the documents submitted under sub-clause 4.3.2(b). The directors of the new tenant (if it is a corporation) must execute a guarantee and indemnity in the terms of clause 15.
- 4.6 The **tenant** must pay the **landlord's** reasonable expenses incurred in connection with an application for consent or the granting of consent and the completion of the documents, as well as any stamp duty on the documents.
- 4.7 Except by a transfer or sublease to which the **landlord** has consented, or is to be taken as having consented, the **tenant** must not give up possession or share occupancy of the **premises** or grant a licence to anyone else or mortgage or charge its interest under this lease or enter into any arrangement that gives a person the right to enter into occupation of the **premises** without the **landlord's** written consent; consent is at the **landlord's** discretion.
- 4.8 Subject to the **Act**, if it applies, the obligations to the **landlord** of every **tenant** who has transferred this lease continue until this lease ends. They do not continue into any period of overholding after this lease ends, nor into any renewed term: at those times they are

the responsibility only of the **tenant** in possession. This clause does not prevent the **landlord** from enforcing rights which arise before this lease ends.

## 5. GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT

5.1 When the **term** ends, the **tenant** must -

5.1.1 return the **premises** to the **landlord** clean and in the condition required by this lease, and

5.1.2 remove the **tenant's installations** and other **tenant's** property from the **premises** and make good any damage caused in installing or removing them.

If the **tenant** leaves any **tenant's installations** or other **tenant's** property on the **premises** after the end of the lease, unless the **landlord** and **tenant** agree otherwise -

5.1.3 all items of **tenant's installations** and **tenant's** property will be considered abandoned and will become the property of the **landlord**, but the **landlord** may remove any of the **tenant's installations** or other property of the **tenant** and recover the costs of removal and making good as a liquidated debt payable on demand; and

5.1.4 the parties intend that clause 5.1.3 operate in relation to **tenant's installations** and **tenant's** property in place of any legislation that might otherwise apply to goods remaining on the **premises**.

5.2 The **tenant** indemnifies the **landlord** against any claim resulting from any act or failure to act by the **tenant** or the **tenant's agents** while using the **premises**.

5.3 The **tenant** -

5.3.1 uses and occupies the **premises** at its own risk, and

5.3.2 releases the **landlord** from and indemnifies the **landlord** against all claims resulting from incidents occurring on the **premises** (except to the extent caused or contributed to by the **landlord**, or a person for whom the **landlord** is responsible) or resulting from damage to adjacent premises covered by clause 3.2.7.

5.4 In relation to **building outgoings** -

5.4.1 the **landlord** must pay the **building outgoings** when they fall due for payment but, if the **landlord** requires, the **tenant** must pay when due a **building outgoing** for which the **tenant** receives notice directly and reimburse the **landlord** within 7 days of a request all **building outgoings** for which notices are received by the **landlord**.

5.4.2 the **tenant** must pay or reimburse the **landlord** the proportion specified in **item 10**.

5.4.3 at least 1 month before the start of an **accounting period**, the **landlord** may, or if the **Act** applies must, give the **tenant** an estimate of **building outgoings** for the **accounting period**.

5.4.4 despite clause 5.4.1, if the **landlord** requires, the **tenant**, must pay its share of the estimated **building outgoings** by equal monthly instalments during the **accounting period** on the days on which **rent** is payable (after allowing for **building outgoings** paid directly or separately reimbursed by the **tenant**).

5.4.5 if the **Act** applies, the **landlord** must make a statement of **building outgoings** available during each **accounting period** as required by the **Act**.

5.4.6 within 3 months after the end of an **accounting period**, the **landlord** must give the **tenant** a statement of the actual **building outgoings** for the **accounting period** (if the **Act** applies and requires that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by a report complying with section 47(5); if the **Act** applies but does not require that the statement be accompanied by a report by a registered company auditor, the statement must be accompanied by the items specified in section 47(6)(b)).

5.4.7 the **tenant** must pay any deficiency or the **landlord** must repay any excess, within 1 month after a statement is provided under clause 5.4.6 or within 4 months after the end of the **accounting period**, whichever is earlier.

5.4.8 the parties must make an appropriate adjustment for any **building outgoing** incurred in respect of a period beginning before the start of the **term** or extending beyond the end of the **term**.

5.5 If the freehold of the **premises** (or the **building**) is transferred, the transferor **landlord** is released from all lease obligations falling due for performance on or after the date of the instrument of transfer.

5.6 Payment or tender by cheque is not effective until clearance of funds.

## 6. LANDLORD'S OBLIGATIONS

6.1 The **landlord** must give the **tenant** quiet possession of the **premises** without any interruption by the **landlord** or anyone connected with the **landlord** as long as the **tenant** does what it must under this lease.

6.2 The **landlord** must take out at the start of the **term** and keep current policies of insurance for the risks listed in **item 11** against -

6.2.1 damage to and destruction of the **building**, for its replacement value,

6.2.2 removal of debris,

6.2.3 breakdown of **landlord's installations**, and

6.2.4 breakage of glass, for its replacement value.

- 6.3 The **landlord** must give to the **tenant** the written consent to this lease of each mortgagee whose interest would otherwise have priority over this lease by endorsement on this lease in the terms set out following the 'execution and attestation' section.
- 6.4 The **landlord** must keep the structure (including the external faces and roof) of the **building** and the **landlord's installations** in a condition consistent with their condition at the **start of the lease**, but is not responsible for repairs which are the responsibility of the **tenant** under clauses 3.1, 3.2 and 3.3.2.

## 7. EVENTS OF DEFAULT AND LANDLORD'S RIGHTS

- 7.1 The **landlord** may terminate this lease, by re-entry or notice of termination, if -
- 7.1.1 the **rent** is unpaid after the day on which it falls due for payment,
- 7.1.2 the **tenant** does not meet its obligations under this lease,
- 7.1.3 the **tenant** is a corporation and -
- (a) an order is made or a resolution is passed to wind it up except for reconstruction or amalgamation,
  - (b) goes into liquidation,
  - (c) is placed under official management,
  - (d) has a receiver, including a provisional receiver, or receiver and manager of any of its assets or an administrator appointed,
  - (e) without the **landlord's** written consent, there is a different person in effective control of the **tenant** as a result of changes in -
    - (i) membership of the company or its holding company,
    - (ii) beneficial ownership of the shares in the company or its holding company, or
    - (iii) beneficial ownership of the business or assets of the company,
- but this paragraph does not apply if the **tenant** is a public company listed on a recognised Australian public securities exchange, or a subsidiary of one.
- "Effective control" means the ability to control the composition of the board of directors or having more than 50% of the shares giving the right to vote at general meetings,
- 7.1.4 a warrant issued by a court to satisfy a judgement against the **tenant** or a **guarantor** is not satisfied within 30 days of being issued,
- 7.1.5 a **guarantor** is a natural person and -
- (a) becomes bankrupt,
  - (b) takes or tries to take advantage of Part X of the *Bankruptcy Act 1966* (Cth),
  - (c) makes an assignment for the benefit of their creditors, or
  - (d) enters into a composition or arrangement with their creditors,
- 7.1.6 a **guarantor** is a corporation and one of the events specified in (a) to (e) of clause 7.1.3 occurs in relation to it, or
- 7.1.7 the **tenant**, without the **landlord's** written consent -
- (a) discontinues its business on the **premises**, or
  - (b) leaves the **premises** unoccupied for 14 days.
- 7.2 Termination by the **landlord** ends this lease, but the **landlord** retains the right to sue the **tenant** for unpaid money or for damages (including damages for the loss of the benefits that the **landlord** would have received if the lease had continued for the full term) for breaches of its obligations under this lease.
- 7.3 For the purpose of section 146(1) of the *Property Law Act 1958* (Vic), 14 days is fixed as the period within which the **tenant** must remedy a breach capable of remedy and pay reasonable compensation for the breach.
- 7.4 Breach by the **tenant** of any of the following clauses of this lease is a breach of an essential term and constitutes repudiation: 2.1.1, 2.1.5, 2.1.6, 2.1.10, 2.1.11, 2.2.1, 2.2.2, 2.2.7, 2.2.8, 2.2.9, 2.2.11, 2.2.12, 2.3, 3.2.11, 4.1, 4.7, 5.4.2, 5.4.7, 13 and 17. Other **tenant** obligations under this lease may also be essential.
- 7.5 Before terminating this lease for repudiation (including repudiation consisting of the non-payment of rent), or for an event to which section 146(1) of the *Property Law Act 1958* (Vic) does not extend, the **landlord** must give the **tenant** written notice of the breach and a period of 14 days in which to remedy it (if it is capable of remedy) and to pay reasonable compensation for it. A notice given in respect of a breach amounting to repudiation is not an affirmation of the lease.
- 7.6 Even though the **landlord** does not exercise its rights under this lease on one occasion, it may do so on any later occasion.

## 8. DESTRUCTION OR DAMAGE

- 8.1 If the **premises** or the **building** are damaged so that the **premises** are unfit for use for the **permitted use** or inaccessible-
- 8.1.1 a fair proportion of the **rent** and **building outgoings** is to be suspended until the **premises** are again wholly fit for the **permitted use**, and accessible, and
- 8.1.2 the suspended proportion of the **rent** and **building outgoings** must be proportionate to the nature and extent of the unfitness for use or inaccessibility.
- 8.2 If the **premises** or the **building** are partly destroyed, but not substantially destroyed, the **landlord** must reinstate the **premises** or the **building** as soon as reasonably practicable.
- 8.3 If the **premises** or the **building** are wholly or substantially destroyed -



- 8.3.1 the **landlord** is not obliged to reinstate the **premises** or the **building**, and
- 8.3.2 if the reinstatement does not start within 3 months, or is not likely to be completed within 9 months, the **landlord** or the **tenant** may end this lease by giving the other written notice.
- 8.4 The **tenant** will not be entitled to suspension of **rent** or **building outgoings** under sub-clause 8.1.1 nor to end the lease under sub-clause 8.3.2 and the **landlord** will not be obliged to reinstate the **premises** or the **building** under clause 8.2 if payment of an insurance claim is properly refused in respect of the damage or destruction because of any act or omission by the **tenant** or the **tenant's agents**.
- 8.5 If the **Act** does not apply and there is a dispute under this clause, the **landlord** or the **tenant** may request the President of the Australian Property Institute, Victorian Division, to nominate a practising valuer member of that Institute to determine the dispute or the **landlord** and **tenant** may refer the dispute to mediation under clause 16 unless **item** 21 states that the mediation procedure does not apply to this lease. The valuer acts as an expert and not as an arbitrator and the determination is binding.

## 9. CONSENTS AND WARRANTIES BY THE PARTIES

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

## 10. OVERHOLDING AND ABANDONMENT OF THE PREMISES

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

## 11. RENT REVIEWS TO MARKET

- 11.1 In this clause "review period" means the period following each **market review date** until the next **review date** or the end of this lease. The review procedure on each **market review date** is -
  - 11.1.1 each review of **rent** may be initiated by the **landlord** or the **tenant** unless **item** 17 states otherwise but, if the **Act** applies, review is mandatory.
  - 11.1.2 the **landlord** or the **tenant** entitled to initiate a review does so by giving the other a written notice stating the current market rent which it proposes as the **rent** for the review period. If the **Act** does not apply and the recipient of the notice does not object in writing to the proposed rent within 14 days the proposed **rent** becomes the **rent** for the review period.
  - 11.1.3 If -
    - (a) the **Act** does not apply and the recipient of the notice serves an objection to the proposed rent within 14 days and the **landlord** and **tenant** do not agree on the **rent** within 14 days after the objection is served, or

- (b) the **Act** applies and the **landlord** and **tenant** do not agree on what the **rent** is to be for the review period,

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

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

- 11.1.4 In determining the current market **rent** for the **premises** the **valuer** must -

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

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

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

- 11.1.6 If -

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

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

- 11.2 The **valuer's** determination is binding.

- 11.3 The **landlord** and **tenant** must bear equally the **valuer's** fee for making the determination and if either pays more than half the fee, may recover the difference from the other.

- 11.4 Until the determination is made by the **valuer**, the **tenant** must continue to pay the same **rent** as before the **market review date** and within 7 days of being informed of the **valuer's** determination, the parties must make any necessary adjustments.

- 11.5 If the **Act** does not apply, a delay in starting a market review does not prevent the review from taking place and being effective from the **market review date** but if the market review is started more than 12 months after the **market review date**, the review takes effect only from the date on which it is started.

## 12. FURTHER TERM(S)

- 12.1 The **tenant** has an option to renew this lease for the further term or terms stated in **item 18** and the **landlord** must renew this lease for that further term or those further terms if -

- 12.1.1 there is no unremedied breach of this lease by the **tenant** of which the **landlord** has given the **tenant** written notice at the time the **tenant** requests renewal as required by clause 12.1.13,
- 12.1.2 the **tenant** has not persistently committed breaches of this lease of which the **landlord** has given written notice during the **term**, and
- 12.1.3 the **tenant** has exercised the option for renewal in writing not more than 6 months nor less than 3 months before the end of the **term**. The earliest and latest dates for exercising the option are stated in **item 19**.

- 12.2 The lease for the further term -

- 12.2.1 starts on the day after the **term** ends,
- 12.2.2 has a starting **rent** determined in accordance with clause 11 as if the first day of the further term were specified as a **market review date** in **item 16(a)**, and
- 12.2.3 must contain the same terms as this lease (but with no option for renewal after the last option for a further term stated in **item 18** has been exercised) including any provisions appearing in this document that may have been read down or severed to comply with any applicable law that has ceased to be applicable, as if they had not been read down or severed.

- 12.3 If the **tenant** is a corporation and was required to provide directors' guarantees for this lease, the **tenant** must provide guarantees of its obligations under the renewed lease by its directors, and by each person who has provided a guarantee for the expired **term**, in the terms of clause 15.

## 13. SECURITY DEPOSIT

- 13.1 The **tenant** must pay a security deposit to the **landlord** of the amount stated in **item 20** and must maintain the deposit at that amount.
- 13.2 Any security deposit not in the form of a guarantee must be invested in an interest bearing deposit and all interest accruing on it is treated as a supplementary payment of security deposit. When the **term** starts, the **tenant** must provide the **landlord** with the **tenant's** tax file number.

- 13.3 The **landlord** may use the deposit to make good the cost of remedying breaches of the **tenant's** obligations under this lease (or any of the events specified in clause 7.1) and the **tenant** must pay whatever further amount is required to bring the deposit back to the required level.
- 13.4 As soon as practicable after this lease has ended and the **tenant** has vacated the **premises** and performed all of its obligations under the lease, the **landlord** must refund the unused part of the deposit.
- 13.5 The **tenant** may, and if the **landlord** requires must, provide the security deposit by means of a guarantee by an ADI within the meaning of the *Banking Act 1959* (Cth).
- 13.6 If the freehold of the **premises** is transferred:
  - 13.6.1 the **tenant** must provide a replacement guarantee in exchange for the existing guarantee if requested by the **landlord** in writing to do so, but the **landlord** must pay the reasonable fees charged by the ADI for the issue of the replacement guarantee, and
  - 13.6.2 the **landlord** must transfer any security deposit held under this lease to the transferee.

#### 14. NOTICES

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

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

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

- 15.4 If any of the **tenant's** obligations are unenforceable against the **tenant**, then this clause is to operate as a separate indemnity and the **guarantor** indemnifies the **landlord** against all loss resulting from the **landlord's** inability to enforce performance of those obligations. The **guarantor** must pay the **landlord** the amount of the loss resulting from the unenforceability.
- 15.5 If there is more than one **guarantor**, this guarantee binds them separately, together and in any combination.
- 15.6 Each of the events referred to in clauses 7.1.5 and 7.1.6 is deemed to be a breach of an essential term of this lease.

## 16. DISPUTE RESOLUTION

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

## 17. GST

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

## 18. CONSUMER PRICE INDEX

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

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

Where: "AR" means adjusted **rent**,  
 "R" means **rent** before adjustment,

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

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

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

#### 19. IF PREMISES ONLY PART OF THE LETTABLE AREA OF THE BUILDING

- 19.1 If the **premises** are only a part of the **lettable area** of the **building**, the provisions of this clause apply.
  - 19.2 The **landlord** -
    - 19.2.1 may adopt whatever name it chooses for the **building** and change the name from time to time, and
    - 19.2.2 reserves all proprietary rights to the name of the **building** and any logo adopted for the **building**.
  - 19.3 The **landlord** reserves for itself the use of all external surfaces of the **building** and areas outside the **building**.
  - 19.4 The **building**, **common areas** and **landlord's installations** remain under the absolute control of the **landlord** which may manage them and regulate their use as it considers appropriate. In particular the **landlord** has the right -
    - 19.4.1 to close off the **common areas** as often as the **landlord** reasonably considers appropriate to prevent rights of way or user arising in favour of the public or third parties,
    - 19.4.2 to exclude persons whose presence the **landlord** considers undesirable,
    - 19.4.3 to grant easements over any parts of the **land** which do not materially and adversely affect the **tenant's** use,
    - 19.4.4 to install, repair and replace, as necessary, the infrastructure necessary or desirable for the provision of services to the various parts of the **building**, and
    - 19.4.5 to repair, renovate, alter or extend the **building** but, in doing so, the **landlord** must not cause more inconvenience to the **tenant** than is reasonable in the circumstances.
- If the **Act** applies, these rights may only be exercised in a manner consistent with the **Act**.
- 19.5 The **tenant** must not obstruct the **common areas** or use them for any purpose other than the purposes for which they were intended.
  - 19.6 The **tenant** must comply with the **building rules**. The **landlord** may change the **building rules** from time to time and the **tenant** will be bound by a change when it receives written notice of it. The **landlord** must not adopt a **building rule** or change the **building rules** in a way that is inconsistent with this lease. To the extent that a **building rule** is inconsistent with this lease, the lease prevails.

#### 20. PERSONAL PROPERTY SECURITIES ACT

- 20.1 Expressions used in this clause that are defined in the **PPSA** have the meanings given to them in the **PPSA**.
- 20.2 The **landlord** may, at any time, register a financing statement for any security interest arising out of or evidence by this lease over any or all of –
  - 20.2.1 the **landlord's installations**,
  - 20.2.2 any security deposit provided by the **tenant**, and
  - 20.2.3 **tenant's installations** and other **tenant's** property left on the **premises** after the end of the lease,

that are personal property, and must identify the property affected by the financing statement in the free text field of the statement.  
 \*The **tenant** waives the right to receive notice under section 157(1) of the **PPSA**. [\*Delete if inapplicable]
- 20.3 When this lease -
  - 20.3.1 ends and the **tenant** has vacated the premises and performed all of its obligations under it, or
  - 20.3.2 is transferred,

the **landlord** must register a financing change statement with respect to any security interest for which the **landlord** has registered a financing statement other than those to which sub-clause 20.2.3 relates.
- 20.4 The **tenant** must sign any documents and do anything necessary to enable the **landlord** to register the statements referred to in the preceding sub-clause and to enforce its rights and perform its obligations under this clause and the **PPSA**. In particular, if the **tenant** is a natural person, the **tenant** must provide the **landlord** with the **tenant's** date of birth and a certified copy of a Victorian driver's licence (or other evidence acceptable to the **landlord**) to confirm the **tenant's** date of birth. The **landlord** must keep the **tenant's** date of birth and any evidence provided to confirm it secure and confidential.

- 20.5 The **tenant** must not register, or permit to be registered, a financing statement in favour of any person other than the **landlord**, for any security deposit provided by the **tenant** or any of the **landlord's installations**.
- 20.6 The **tenant** must pay the **landlord's** reasonable expenses and legal costs in respect of anything done or attempted by the **landlord** in the exercise of its rights or performance of its obligations under this clause or the **PPSA\***, except the **landlord's** costs of registering a financing statement under sub-clause 20.2 which are to be borne by the **landlord**. [**\*Delete if inapplicable**]
- 20.7 In accordance with section 275(6)(a) of the **PPSA**, the parties agree that neither of them will disclose information of the kind mentioned in subsection 275(1).
- 20.8 Subject to any requirement to the contrary in the **PPSA**, notices under this clause or the **PPSA** may be served in accordance with clause 14 of this lease.

## **21. ADDITIONAL PROVISIONS**

Any additional provisions set out in **item 22** -

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

## **22. LANDLORD WARRANTY**

The **landlord** warrants that clauses 1 to 21 appearing in this lease are identical to clauses 1 to 21 of the copyright Law Institute of Victoria Lease of Real Estate August 2014 Revision and that any modifications to them are set out as additional provisions in **item 22**.

# SCHEDULE

## IMPORTANT NOTICE TO THE PERSON COMPLETING THIS SCHEDULE

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

**Item 1**  
[1.1]

**Landlord:**

**JOSHUA DAVID JAMES**  
of 3 Nicholson Court, Belmont VIC 3216

**Item 2**  
[1.1]

**Tenant:**

**MINDWELL PSYCHOLOGY PTY LTD (ACN 675 411 104)**  
c/o 1/241 High Street, Belmont VIC 3216.

**Item 3**  
[1.1]

**Guarantor:**

Jessica James  
of 3 Nicholson Court, Belmont VIC 3216

**Item 4**  
[1.1]

**(a) Premises:**

Unit 1, 241 High Street, Belmont VIC 3216

**(b) Land:**

Certificate of Title Volume 11634 Folio 211

**Item 5**  
[1.1]

**Landlord's installations:**

All fittings and fixtures located in the premises as at the commencement date of the Lease including kitchen bench and cabinetry, kitchen sink, toilets, shower, bathroom sinks, fireplace, light fittings, window furnishings and floor coverings.

**Item 6**  
[1.1]

**Rent:**

**SIXTY FOUR THOUSAND DOLLARS (\$64,000)** per annum plus GST payable monthly in advance at the Landlord's direction

**Note:** There is no need to refer to GST if the rent is expressed as a GST exclusive sum – see clause 17; If the rent is expressed as a GST inclusive sum, an additional provision will be needed to modify the operation of clause 17.

Item 7  
[1.1]

**Tenant’s installations:**  
Any installations that the Tenant installs after the Commencement Date, subject always to the prior written approval of the Landlord.

Item 8  
[1.1]

**Term of the lease:**  
Two (2) years commencing on the 2 December 2024.

Item 9  
[2.1.1]

**How rent is to be paid:**  
In advance payable to the Landlord in the amount of \$5,333.33 plus GST per calendar month, for the first year of the Term.

Item 10  
[1.1, 2.1.2,  
2.1.5 &  
5.4]

**Building outgoings which the tenant must pay or reimburse:**  
100% of all building outgoings including:  
(a) All gas, telephone, electricity and water usage charges.  
(b) All maintenance (of a non-structural nature) charges.  
(c) Maintenance and cleaning of the property common area, (if applicable) car-parking, garbage disposal, air-conditioning and other mechanical services, toilets and any other facilities of the premises.  
(d) All insurance premiums in respect of liability for public risk.  
(e) Fire equipment Service and Annual Essential Safety Maintenance & Report.  
(f) Council rates, water rates, building insurance and owners corporation fees.

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

Item 12  
[1.1 &  
2.3.1]

**Amount of public risk insurance cover:**  
\$20,000,000 or other amount reasonably specified from time to time by the **landlord**.



Item 13  
[1.1]

**Period of loss of rent and outgoings insurance:**

Not Applicable.

Item 14  
[2.1.7]

**Interest rate on overdue money:**

2% per annum more than the rate from time to time fixed by the *Penalty Interest Rates Act 1983* (Vic).

Item 15  
[2.2.1]

**Permitted use:**

Psychology consulting offices and 2 carparks

[1.14]

**Application of Act:**

The **Act** does not apply as the Lease is for commercial (non-retail) purposes.

Item 16  
[2.1.1, 11, 18]

**Review date(s):**

***Term***

(a) *Market review date(s):*

N/A

(b) *CPI review date(s):*

Annually

(c) *Fixed review date(s) and percentage or fixed amount increases:*

N/A

***Further term(s)***

(a) *Market review date(s):*

Upon the commencement of the Further Term (if any)

(b) *CPI review date(s):*

Annually upon the anniversary of the commencement of the Term.

(c) *Fixed review date(s) and percentage or fixed amount increases:*

N/A

Item 17  
[2.1.1, 11, 18]

**Who may initiate reviews:**

*Market review:* Landlord, subject to **Act**, if it applies

*CPI review:* Review is automatic

*Fixed review:* N/A

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Item 18  
[12]

**Further term(s):**  
One (1) further term of two (2) years and three (3) further terms of three (3) years.

Item 19  
[12]

**Earliest and latest dates for exercising option for renewal:**  
**Earliest date:** 6 months from the expiry of the Term  
**Latest date:** 3 months from the expiry of the Term

Item 20  
[13]

**Security deposit:**  
Not Applicable.

Item 21  
[16.1]

**The mediation procedure applies to this lease**

Item 22  
[20]

**Additional provisions:**  
These provisions are to be treated as essential terms of the lease for the purposes of clause 7.5 (if any)

EXECUTED AS A DEED ON:

Date: 30 / 11 / 2024

EXECUTION & ATTESTATION  
LANDLORD/S

Signed, sealed and delivered by the said JOSHUA DAVID JAMES

in the presence of:

Witness Signature

Print name

Olivia Faith Hill

Print usual address

Level 1, 51 Yarra Street, Geelong VIC 3220

EXECUTION & ATTESTATION

TENANT/S

EXECUTED by MINDWELL PSYCHOLOGY PTY LTD  
ACN 675 411 104 by being signed by the persons who are authorised to sign  
on behalf of the company

Director and  
Secretary Signature

Print name

Jessica James

Print usual address

3 Nicholson Court, Belmont VIC 3216

GUARANTOR/S

Signed, sealed and delivered by the said JESSICA JAMES

in the presence of:

Witness Signature

Print name

Olivia Faith Hill

Print usual address

Level 1, 51 Yarra Street, Geelong VIC 3220

## **SCHEDULE 1 – Landlord's disclosure statement—retail premises not located in retail shopping centres**

Regulations 7(a) and 12(1)(a)

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

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

#### **NOTE**

This statement is to be completed by the landlord and must be provided to the tenant with a copy of the proposed lease at least 14 days before the signing of a new lease. If this statement and the proposed lease are provided to the tenant less than 14 days before a new lease is entered into, the lease is taken to commence 14 days after the disclosure statement and proposed lease are given to the tenant.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2023.

It is recommended that a tenant obtain independent legal and financial advice before entering into a retail premises lease.

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

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

#### **DISCLOSURE STATEMENT by the landlord**

<b>Landlord:</b>	Joshua David James 3 Nicholson Court, Belmont VIC 3216
<b>Tenant:</b>	Mindwell Psychology Pty Ltd (ACN 675 411 104) c/o 1/241 High Street, Belmont VIC 3216
<b>Guarantor:</b>	Jessica James 3 Nicholson Court, Belmont VIC 3216
<b>Premises:</b>	1/241 High Street, Belmont, Victoria 3216 being the land described in Certificate of Title Volume 11634 Folio 211 and Lot 1 on PS731225X.

PART 1 PREMISES																																						
1	Premises details																																					
1.1	Street address of premises 1/241 High Street, Belmont, Victoria 3216 <i>[insert street address of premises and, as applicable, shop number, name of the building in which the premises is located, street address of the building]</i>																																					
1.2	Plan of premises (if available) <i>Attach the plan to this disclosure statement as per item 23.1.</i>																																					
1.3	Lettable area of premises   Will a survey be conducted?	338m <sup>2</sup> Estimate <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																																				
1.4	Existing structures, fixtures, plant and equipment in the premises, provided by the landlord (excluding any works, fit out and refurbishment described in Part 3) <i>[select as appropriate]</i> <table border="0"> <tbody> <tr> <td><input checked="" type="checkbox"/> air conditioning</td> <td><input checked="" type="checkbox"/> plastered walls</td> </tr> <tr> <td><input type="checkbox"/> cool room</td> <td><input checked="" type="checkbox"/> shop front</td> </tr> <tr> <td><input checked="" type="checkbox"/> floor coverage</td> <td><input checked="" type="checkbox"/> sinks</td> </tr> <tr> <td><input type="checkbox"/> grease trap</td> <td><input type="checkbox"/> sprinklers</td> </tr> <tr> <td><input checked="" type="checkbox"/> hot water service</td> <td><input type="checkbox"/> suspended ceilings</td> </tr> <tr> <td><input checked="" type="checkbox"/> lighting</td> <td><input type="checkbox"/> telephone</td> </tr> <tr> <td><input type="checkbox"/> mechanical exhaust</td> <td><input checked="" type="checkbox"/> water supply</td> </tr> <tr> <td><input checked="" type="checkbox"/> painted walls</td> <td><input checked="" type="checkbox"/> waste</td> </tr> <tr> <td><input type="checkbox"/> electrical distribution load (3 phase)</td> <td></td> </tr> <tr> <td><input type="checkbox"/> electrical distribution load (single phase)</td> <td></td> </tr> <tr> <td><input type="checkbox"/> separate utility meter—gas</td> <td></td> </tr> <tr> <td><input type="checkbox"/> separate utility meter—water</td> <td></td> </tr> <tr> <td><input type="checkbox"/> separate utility meter—electricity</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> shower</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> kitchen bench</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> kitchen cabinetry</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> fireplace</td> <td></td> </tr> <tr> <td><input checked="" type="checkbox"/> toilets</td> <td></td> </tr> </tbody> </table>		<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> plastered walls	<input type="checkbox"/> cool room	<input checked="" type="checkbox"/> shop front	<input checked="" type="checkbox"/> floor coverage	<input checked="" type="checkbox"/> sinks	<input type="checkbox"/> grease trap	<input type="checkbox"/> sprinklers	<input checked="" type="checkbox"/> hot water service	<input type="checkbox"/> suspended ceilings	<input checked="" type="checkbox"/> lighting	<input type="checkbox"/> telephone	<input type="checkbox"/> mechanical exhaust	<input checked="" type="checkbox"/> water supply	<input checked="" type="checkbox"/> painted walls	<input checked="" type="checkbox"/> waste	<input type="checkbox"/> electrical distribution load (3 phase)		<input type="checkbox"/> electrical distribution load (single phase)		<input type="checkbox"/> separate utility meter—gas		<input type="checkbox"/> separate utility meter—water		<input type="checkbox"/> separate utility meter—electricity		<input checked="" type="checkbox"/> shower		<input checked="" type="checkbox"/> kitchen bench		<input checked="" type="checkbox"/> kitchen cabinetry		<input checked="" type="checkbox"/> fireplace		<input checked="" type="checkbox"/> toilets	
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<input checked="" type="checkbox"/> fireplace																																						
<input checked="" type="checkbox"/> toilets																																						
1.5	Services and facilities provided by the landlord for the benefit of the premises (for example, security services, cleaning) Not Applicable.																																					

<b>2</b>	<b>Permitted use</b>		
2.1	Description of permitted use Psychology consulting offices. <i>(Note: the tenant should investigate if the proposed use of the premises is permitted under planning laws.)</i>		
<b>3</b>	<b>Number of car parking spaces</b>		
3.1	Approximate total spaces	2 spaces	
3.2	Available spaces for customers of the building	0 spaces Public parking available	
3.3	Reserved spaces for use of the tenant only	2 spaces	
<b>4</b>	<b>Head lease</b>		
4.1	Is the premises under a head lease or Crown lease?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4.2	Has the landlord provided a copy of the head lease or Crown lease to the tenant?	Yes—attached as per item 23.2 No <input checked="" type="checkbox"/> Not applicable	
4.3	Current term under the head lease or Crown lease and option/s to renew <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Details of head lease as follows:		
4.4	Is the head landlord's consent to the lease required?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>TERM OF LEASE AND OPTION/S TO RENEW LEASE</b>			
<b>5</b>	<b>Term of lease</b>		
5.1	Date lease commences	2 December 2024 (actual)	
5.2	Length of term	Two (2) years	
5.3	Date lease expires	1 December 2026	
<b>6</b>	<b>Option/s to renew lease</b>		
6.1	Option/s details (Note: an option to renew a lease must be exercised in writing and given to the landlord on or before the last day stated in the option clause of the lease) <input type="checkbox"/> No options to renew lease <input checked="" type="checkbox"/> Options as follows:		
	Length of option	Period of option	Exercise date
	Two (2) years	2/12/2026 to 1/12/2028	2/07/2028 to 1/09/2028
	Three (3) years	2/12/2028 to 1/12/2031	2/07/2031 to 1/09/2031

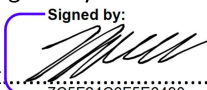
	Three (3) years	2/12/2031 to 1/12/2034	2/07/2034 to 1/09/2034
	Three (3) years	2/12/2034 to 1/12/2037	2/07/2037 to 1/09/2037
<b>WORKS, FIT OUT AND REFURBISHMENT</b>			
<b>7</b>	<b>Date of handover</b>		
7.1	Date of handover <i>[if different to the date the lease commences indicated at item 5.1]</i>	2/12/2024 Estimate	
<b>8</b>	<b>Landlord's works</b>		
8.1	Description of works to be carried out by the landlord before the date the lease commences Not Applicable.		
8.2	Estimate of expected contribution by the tenant towards the cost of the landlord's works	\$Nil	
<i>[see also outgoings (item 13) in relation to any maintenance and repair outgoings]</i>			
<b>9</b>	<b>Tenant's fit out works</b>		
9.1	Fit out works to be carried out by the tenant Not Applicable.		
9.2	Is the landlord providing any contribution towards the cost of the tenant's fit out? <input type="checkbox"/> Yes <i>[insert details of landlord's contribution]</i> <input checked="" type="checkbox"/> No		
9.3	Does the landlord have requirements as to the quality and standard of shop front and fit out? <input checked="" type="checkbox"/> Yes Works to be completed in a workmanlike manner to Australian standards. <input type="checkbox"/> No		
<b>RENT</b>			
<b>10</b>	<b>Annual base rent</b>		
10.1	Starting annual base rent (i.e. when the lease commences)	\$64,000.00 plus GST	
10.2	Rent free period Not Applicable.		
10.3	Date of rent commencement	2/12/2024	
10.4	How rent payments are to be made? Payable monthly in advance at the Landlord's direction.		
<b>11</b>	<b>Rent adjustment (rent review)</b>		
11.1	Rent adjustment date(s) and adjustment method		


	CPI review on each anniversary of the commencement of the lease in the initial term. CPI review on each anniversary of the commencement of the further terms.	
<b>OUTGOINGS</b>		
<b>12</b>	<b>Contribution by tenant towards landlord's outgoings</b>	
12.1	Is the tenant required to pay or contribute towards the landlord's outgoings?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
12.2	Describe any period during which the tenant is not required to pay outgoings Not Applicable.	
12.3	Date on which payment of outgoings is to commence	2/12/2024
12.4	Formulae for apportioning outgoings Tenant to be responsible for all outgoings affecting the property.	
<b>13</b>	<b>Outgoings estimates (annual) for the 12 month period</b>	
		Estimate per annum for the building (Including/Excluding GST)
13.1	Administration	Nil
	Administration costs (excluding management fees and wages)	Nil
	Management fees	Nil
13.2	Air conditioning/temperature control  Air conditioning maintenance  Air conditioning operating costs  (Note: section 52 of the <b>Retail Leases Act 2003</b> provides for the landlord's liability for certain costs relating to repairs and maintenance work.)	Nil
13.3	Building management  Body corporate/strata levies  Building intelligence services  Energy management services  Gardening and landscaping  Insurance  Pest control  Ventilation	Nil  No fees applicable  Nil  Nil  \$1,500  \$3,023.64  \$450  Nil
13.4	Building security  Caretaking  Emergency systems  Fire protection	Nil

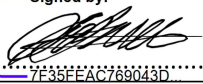


	Security services	
13.5	Cleaning Cleaning consumables Cleaning costs (excluding consumables)	\$1,025
13.6	Government rates and charges  Local government rates and charges  Water, sewerage and drainage rates and charges  Fire services property levy  (Note: under section 50 of the <b>Retail Leases Act 2003</b> , the landlord may not claim land tax as an outgoing.)	  \$4,593.00  \$1,219.00  Included in council rates
13.7	Repairs Repairs and maintenance	Nil
	Sinking fund for repairs and maintenance  (Note: under section 41 of the <b>Retail Leases Act 2003</b> , the landlord may not claim the capital costs of the building in which the premises are located)  (Note: section 52 of the <b>Retail Leases Act 2003</b> provides for the landlord's liability for certain costs relating to repairs and maintenance work.)	Nil
13.8	Utility services Electricity Gas Oil Water	Tenant's usage Tenant's usage Nil Tenant's usage
13.9	Waste management Sewerage disposal Waste collection and disposal	Tenant's usage \$556.73
13.10	List any other outgoings	Nil
13.11	Estimated tenant contribution to outgoings	\$12,367.37

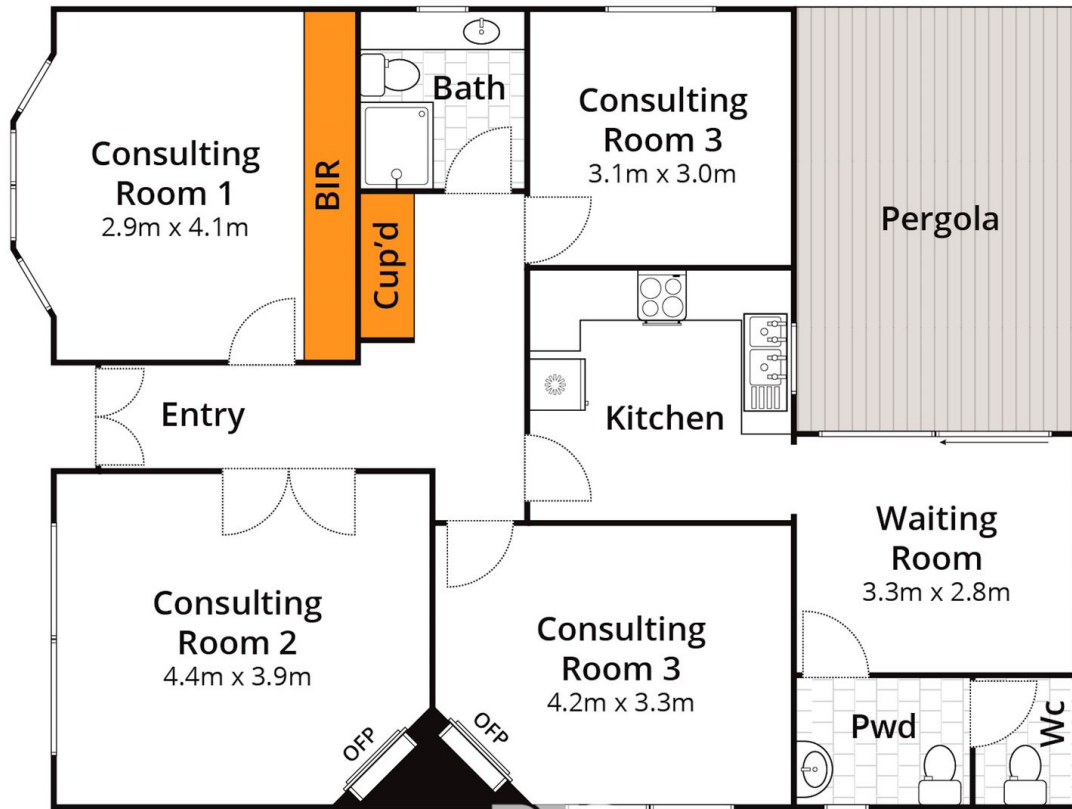
<b>OTHER COSTS</b>		
<b>14</b>	<b>Other monetary obligations and charges</b>	
14.1	Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement	Nil.
<b>ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)</b>		
<b>15</b>	<b>Alteration works</b>	
15.1	<p>Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises or building, including surrounding roads, during the term or any further term or terms?</p> <p><input type="checkbox"/> Yes</p> <p><i>[insert details of the proposed works]</i></p> <p><input checked="" type="checkbox"/> No</p>	
<b>16</b>	<b>Clauses in lease dealing with relocation and demolition works</b>	
16.1	<p>Clause(s) in lease providing for relocation of tenant</p> <p><input type="checkbox"/> Clause(s) of the lease</p> <p><input checked="" type="checkbox"/> Not applicable</p>	
16.2	<p>Clause(s) in lease providing for demolition of the premises or building</p> <p><input type="checkbox"/> Clause(s) of the lease</p> <p><input checked="" type="checkbox"/> Not applicable</p>	
<b>OTHER DISCLOSURES</b>		
<b>17</b>	<b>Other disclosures</b>	
17.1	<p>Are there any current legal proceedings in relation to the lawful use of the premises or building?</p> <p><input type="checkbox"/> Yes</p> <p><i>[provide details]</i></p> <p><input checked="" type="checkbox"/> No</p>	

17.2	<p>Are there any alteration or demolition works, planned or known to the landlord at this point in time, to land adjacent to or in close proximity to the premises or building, during the term or any further term or terms?</p> <p><input type="checkbox"/> Yes</p> <p><i>[provide details]</i></p> <p><input checked="" type="checkbox"/> No</p>	
<b>18</b>	<b>Representations by landlord</b>	
18.1	<p>Any other representations by the landlord or the landlord's agent</p> <p>Not Applicable.</p>	
<b>LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE</b>		
<b>19</b>	<b>Acknowledgements by landlord</b>	
<p><b>By signing this disclosure statement, the landlord confirms and acknowledges that:</b></p> <p>this disclosure statement contains all representations in relation to the proposed lease by the landlord and the landlord's agents as at the date of this disclosure statement;</p> <p>this disclosure statement reflects all agreements that have been made by the parties;</p> <p>the landlord has not knowingly withheld information which is likely to have an impact on the tenant's proposed business.</p>		
<p><b>Warnings to landlord when completing this disclosure statement:</b></p> <p>The tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.</p>		
<b>20</b>	<b>Landlord's signature</b>	
20.1	<p>Name of landlord</p> <p>Joshua David James</p> <p><i>[insert name of landlord]</i></p>	
20.2	<p>Signed by the landlord or the landlord's agent for and on behalf of the landlord</p> <p>Signed by:</p> <p>X  .....</p> <p>7C5E24C6E5E6490</p>	
20.3	<p>Name of the landlord's authorised representative or landlord's agent</p> <p><i>[insert name of person signing with the authority of the landlord]</i></p>	
20.4	Date	30/11/2024

TENANT ACKNOWLEDGEMENTS AND SIGNATURE		
21	Acknowledgements by the tenant	
By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement.		
<p><b>Before entering into a lease, tenants should consider these key questions:</b></p> <p>Does the planning authority allow your proposed use for the premises under planning law?</p> <p>Is the security of your occupancy affected by:</p> <p>mortgages, charges or encumbrances granted by the landlord?</p> <p>rights and obligations under a head lease?</p> <p>Does the premises comply with building and safety regulations? Is the premises affected by outstanding notices by any authority?</p> <p>Could your trading be affected by disturbances or changes to the building?</p> <p>Does the landlord require you to refurbish the premises regularly or at the end of the lease?</p> <p>Can the landlord end the lease early even if you comply with the lease?</p> <p>Are all the existing structures, fixtures and plant and equipment in good working order?</p> <p>Are you required to make good the premises at the end of the lease?</p>		
22	Tenant's signature	
It is important that a tenant seek independent legal and financial advice before entering into a lease.		
22.1	Name of tenant Mindwell Psychology Pty Ltd (ACN 675 411 104) <i>[insert name of tenant]</i>	
22.2	Signed by the tenant or for and on behalf of the tenant Signed by:  X..... 7F35FEAC769043D.....	
22.3	Name of the tenant's authorised representative Jessica James (Director and Secretary) <i>[insert name of person signing with the authority of the tenant]</i>	
22.4	Date	30/11/2024

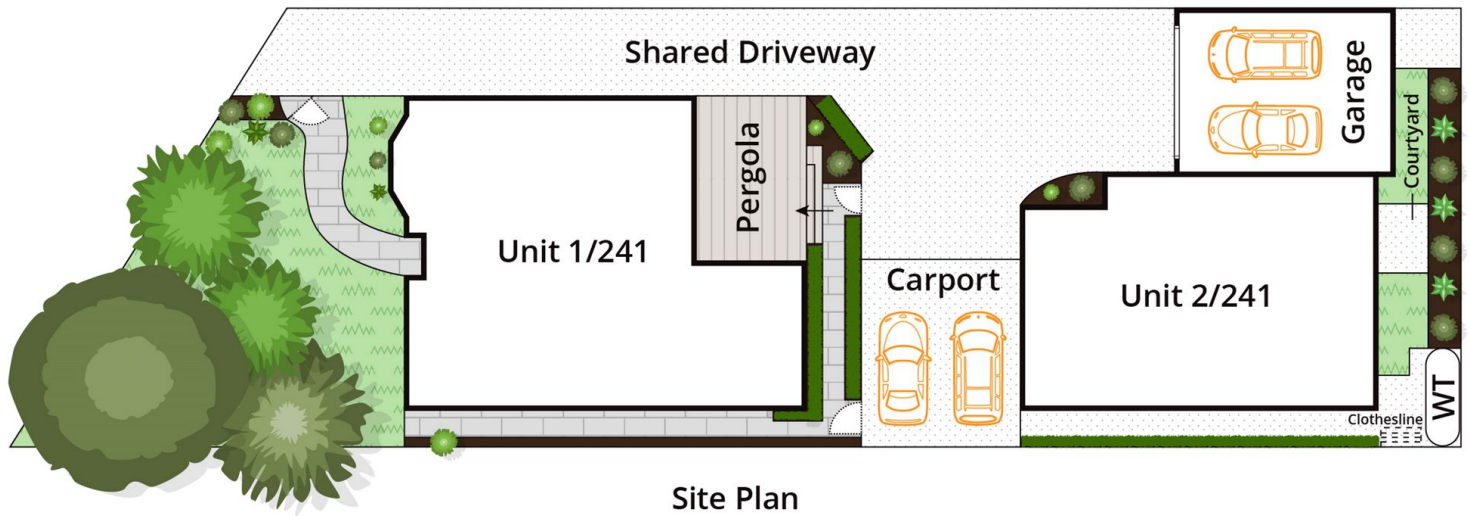
GUARANTOR ACKNOWLEDGEMENTS AND SIGNATURE		
23	Acknowledgements by the guarantor	
By signing this disclosure statement, the guarantor confirms and acknowledges that the guarantor received this disclosure statement.		
<p><b>Before entering into a lease, guarantor should consider these key questions:</b></p> <p>Does the planning authority allow your proposed use for the premises under planning law?</p> <p>Is the security of your occupancy affected by:</p> <ul style="list-style-type: none"> <li>• mortgages, charges or encumbrances granted by the landlord?</li> <li>• rights and obligations under a head lease?</li> </ul> <p>Does the premises comply with building and safety regulations? Is the premises affected by outstanding notices by any authority?</p> <p>Could your trading be affected by disturbances or changes to the building?</p> <p>Does the landlord require you to refurbish the premises regularly or at the end of the lease?</p> <p>Can the landlord end the lease early even if you comply with the lease?</p> <p>Are all the existing structures, fixtures and plant and equipment in good working order?</p> <p>Are you required to make good the premises at the end of the lease?</p>		
24	Guarantor's signature	
It is important that a guarantor seek independent legal and financial advice before entering into a lease.		
24.1	Name of guarantor Jessica James <i>[insert name of guarantor]</i>	
24.2	Signed by the guarantor or for and on behalf of the guarantor Signed by:  X..... 7F35FEAC769043D	
24.3	Name of the guarantor's authorised representative  <i>[insert name of person signing with the authority of the guarantor]</i>	
24.4	Date	30/11/2024

ATTACHMENTS		
25	List of attachments	
		Attached?
25.1	Plan of premises (see item 1.2)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not applicable
25.2	Head lease or Crown lease (see item 4.2)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not applicable
25.3	Additional attachments Not Applicable	



Ground Floor

Approx Land Area 338m<sup>2</sup>Whilst [bwrn.com.au](http://bwrn.com.au) has made every attempt to ensure the accuracy of the floor plan contained here, measurements are approximate and no responsibility is taken for any error, omission, or mis-statement. This plan is for illustrative purposes only.**1/241 High Street, Belmont****REG**  
REAL ESTATE GEELONG



Approx Unit 1 Land Area 338m<sup>2</sup>  
 Approx Unit 2 Land Area 198m<sup>2</sup>

Whilst [bwrn.com.au](http://bwrn.com.au) has made every attempt to ensure the accuracy of the floor plan contained here, measurements are approximate and no responsibility is taken for any error, omission, or mis-statement. This plan is for illustrative purposes only.

## 241 High Street, Belmont

**REG**  
 REAL ESTATE GEELONG



## Vendor GST Withholding Notice

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

To: Purchaser/s

From: Joshua David James,

Property Address: Unit 1, 241 High Street, Belmont VIC 3216

Lot: 1 Plan of subdivision: 731225X

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

Dated: 10/09/2024

Signed for an on behalf of the Vendor: *Geelong Property Conveyancing*

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 10 September 2024 03:49 PM

## PROPERTY DETAILS

Address: **1/241 HIGH STREET BELMONT 3216**

Lot and Plan Number: **Lot 1 PS731225**

Standard Parcel Identifier (SPI): **1\PS731225**

Local Government Area (Council): **GREATER GEELONG**

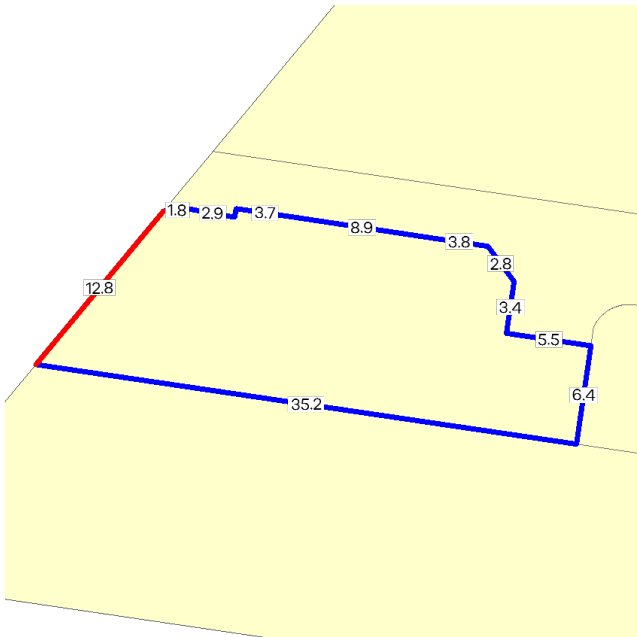
Council Property Number: **360546**

Directory Reference: **Melway 451 H12**

[www.geelongaustralia.com.au](http://www.geelongaustralia.com.au)

## SITE DIMENSIONS

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



**Area:** 338 sq. m

**Perimeter:** 88 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.

1 overlapping dimension label is not being displayed

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

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Urban Water Corporation: **Barwon Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**

Legislative Assembly: **GEELONG**

## 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>



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 10 September 2024 03:49 PM

PROPERTY DETAILS

Address: 1/241 HIGH STREET BELMONT 3216  
Lot and Plan Number: Lot 1 PS731225  
Standard Parcel Identifier (SPI): 1\PS731225  
Local Government Area (Council): GREATER GEELONG  
Council Property Number: 360546  
Planning Scheme: Greater Geelong  
Directory Reference: Melway 451 H12

www.geelongaustralia.com.au

Planning Scheme - Greater Geelong

UTILITIES

Rural Water Corporation: Southern Rural Water  
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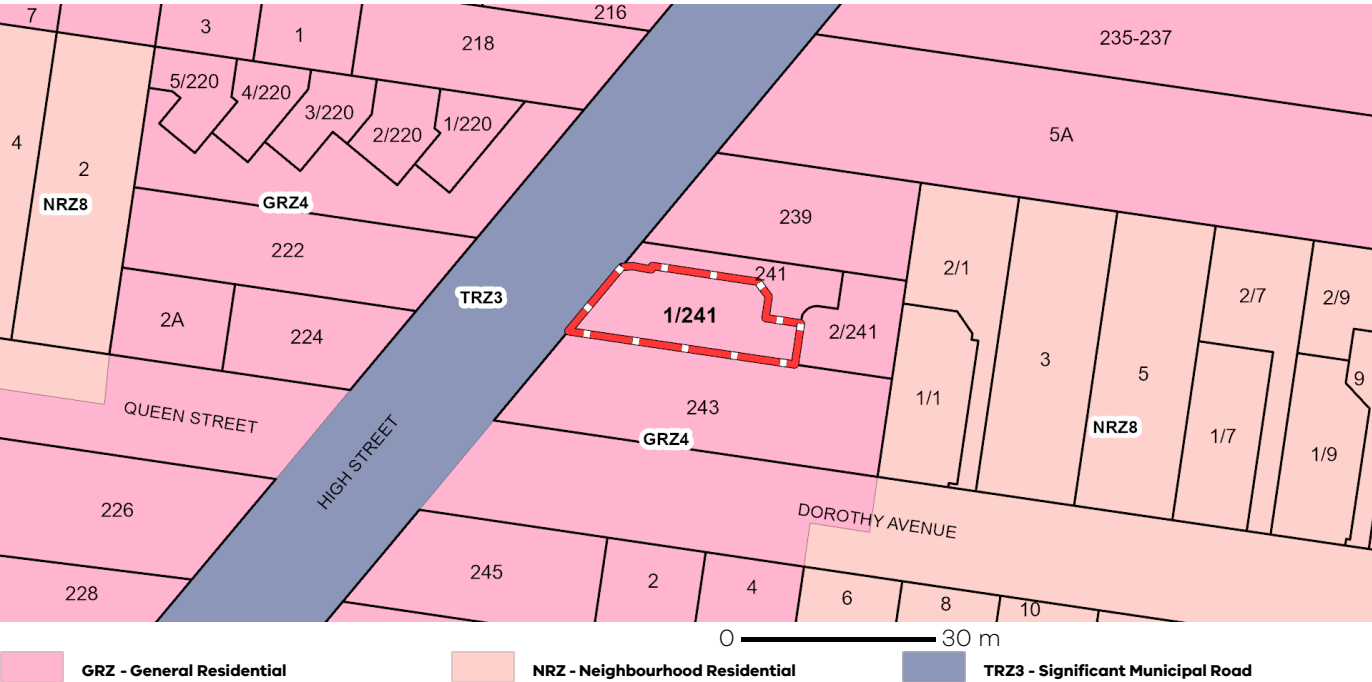
OTHER

Registered Aboriginal Party: Wadawurrung Traditional Owners  
Aboriginal Corporation

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)  
GENERAL RESIDENTIAL ZONE - SCHEDULE 4 (GRZ4)



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

# PLANNING PROPERTY REPORT



VICTORIA  
State  
Government

Environment,  
Land, Water  
and Planning

## Planning Overlay

None affecting this land - there are overlays in the vicinity

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### HERITAGE OVERLAY (HO)



**HO - Heritage Overlay**

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

## Further Planning Information

Planning scheme data last updated on 4 September 2024.

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>



# 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](https://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.