

# Contract of sale of land

**Property: Suite 509A, 530 Little Collins Street, Melbourne,  
Victoria 3000**



# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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

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

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# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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


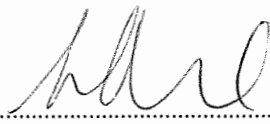
Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:**

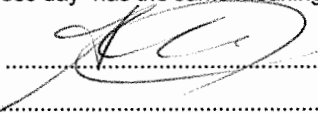
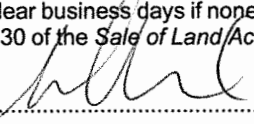
   
.....  
THANH TRAN & THAO TRAN on 20/03/2021

**Print name(s) of person(s) signing: TEE SQUARED SUPER PTY LTD ACN 604 943 768 AS TRUSTEE FOR TEE SQUARED SUPERANNUATION FUND**

State nature of authority, if applicable: DIRECTORS

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

**SIGNED BY THE VENDOR:**

   
.....  
on 20/03/2021

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

THANH TRAN & THAO TRAN

State nature of authority, if applicable: DIRECTORS

TEE SQUARED PROPERTIES PTY LTD (ATF  
TEE SQUARED PROPERTIES UNIT TRUST )

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

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# Particulars of sale

## Vendor's estate agent

Name:.....

Address:.....

Email:.....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

## Vendor

Name: **TEE SQUARED PROPERTIES PTY LTD ACN 138063304 AS TRUSTEE FOR TEE SQUARED PROPERTIES UNIT TRUST**

Address: PO Box 75, Sunshine VIC 3020

ABN/ACN: .....

Email: ttran@trentons.com.au

## Vendor's legal practitioner or conveyancer

Name: Contact Lawyers Pty Ltd

Address: 62 Grant Street, BACCHUS MARSH VIC 3340

Email: matthew@contactlawyers.com.au

Tel: : 03 5367 3100 Mob: Fax: 03 5367 4922 Ref: MP:210025

## Purchaser's estate agent

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

## Purchaser

Name: **TEE SQUARED SUPER PTY LTD ACN 604 943 768 AS TRUSTEE FOR TEE SQUARED SUPERANNUATION FUND**

Address:

## Purchaser's legal practitioner or conveyancer

Name:.....

Address:.....

Email:.....

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

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10844	Folio 134	509A PS428030F
Volume	Folio	

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: Suite 509A, 530 Little Collins Street, Melbourne, Victoria 3000

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

All fixtures and fittings of a permanent nature.

**Payment**

Price	\$ 226,000			
Deposit	\$ 22,600	by	(of which \$	has been paid)
Balance	\$ 203,400	payable at settlement		

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
  - This sale is a sale of a going concern' if the box is checked
  - The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)

**is due on** 30 April 2021

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

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

**Lease** (general condition 5.1)

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

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

- a lease for a term ending on 30 June 2021 with 1 options to renew, each of 3 years
- OR
- a residential tenancy for a fixed term ending on
- OR
- a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

# Special conditions

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

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

## Special condition 1 – Auction

If the property is offered for sale by public auction, subject to the Vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those rules.

## Special condition 2 – Planning

The property is sold subject to any restriction as to use imposed by law or by any authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

## Special condition 3 – Director's Guarantee and Warranty

General condition 3 is replaced with the following:

In the event that the Purchaser is a corporate entity then the Director(s) signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that the same is done lawfully in accordance with the Articles of Association of the Corporate Purchaser and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

## Special condition 4 – Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor and/or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

## Special condition 5 – Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor and/or Vendor's Agent has not made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or Vendor's Agent from any claims or demands in respect thereof.

## Special condition 6 – Delayed Settlement

Without limiting any other rights of the Vendor, if the Purchaser:

- (a) fails to settle on the due date for Settlement as set out in the particulars of sale to this Contract (**Due Date**); or
  - (b) requests an extension to the Due Date,
- the Purchaser must pay to the Vendor's Solicitor a re-booking fee in an amount of \$220 inclusive of GST.

# GUARANTEE & INDEMNITY

I/We, ..... of .....  
and ..... of .....  
being the **Sole Director / Directors** of ..... ACN .....

(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:

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

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

this ..... day of ..... 20.....

**SIGNED SEALED AND DELIVERED** by the said )  
 )  
Print Name..... ) .....  
in the presence of: ) *Director (Sign)*  
 )  
Witness..... )

**SIGNED SEALED AND DELIVERED** by the said )  
 )  
Print Name..... ) .....  
in the presence of: ) *Director (Sign)*  
 )  
Witness..... )



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

1. No bids may be made on behalf of the vendor of the land.

OR

The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

*[One of these alternatives must be deleted]*

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

# General conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

## 8. SERVICES

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

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

## 11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

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

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

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

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

## Money

### 14. DEPOSIT

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

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

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

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

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

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

## 17. SETTLEMENT

17.1 At settlement:

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

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

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

## 18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

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

## 19. GST

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

## 20. LOAN

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

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

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

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

## 21. BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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



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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

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

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

## 25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

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

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

despite:

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

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

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

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

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

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

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

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## 28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

## 31. LOSS OR DAMAGE BEFORE SETTLE ENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 32. BREACH

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

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

# Default

## 33. INTEREST

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

## 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

## 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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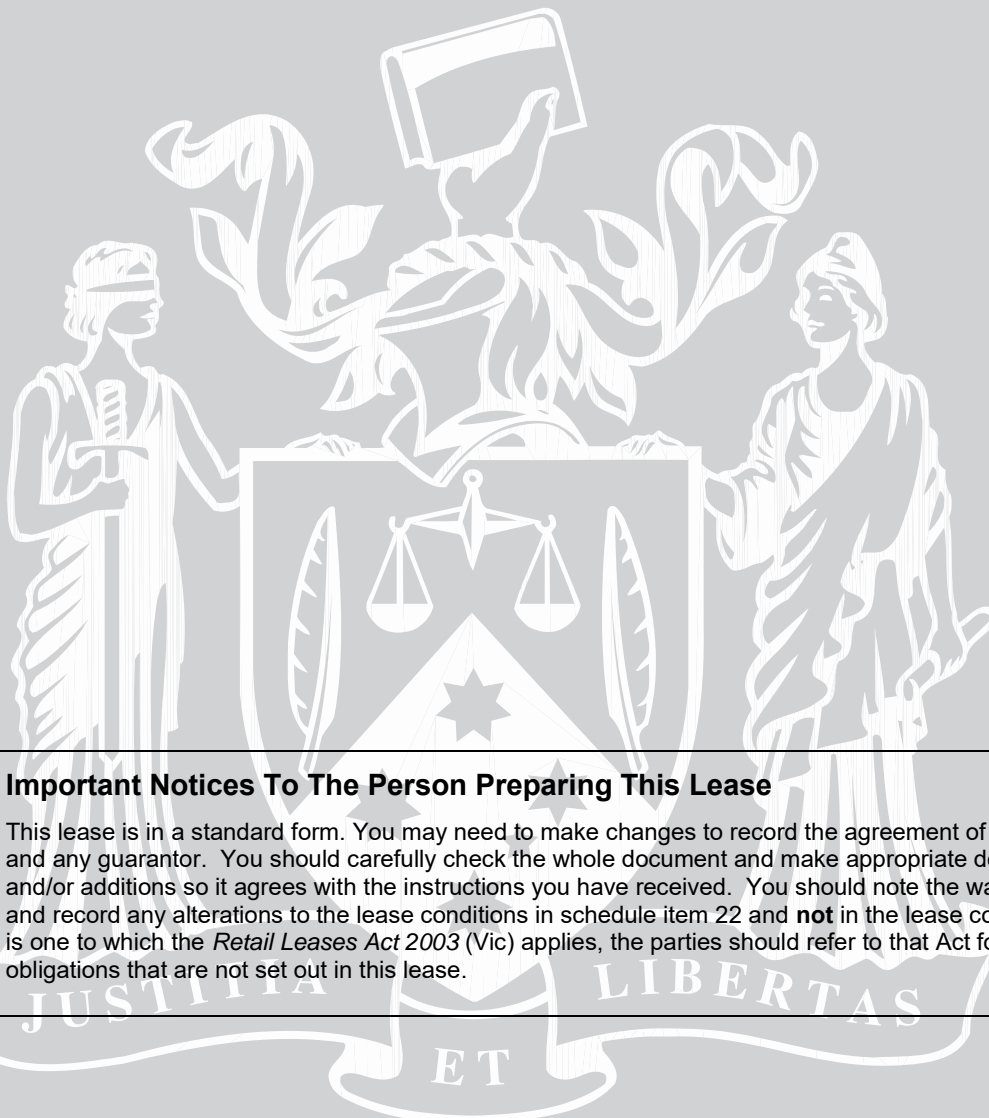
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# Lease of Real Estate

## with Guarantee & Indemnity (Commercial Property)

(Part of) 509A & 509B, 530 Little Collins Street, Melbourne  
VIC 3000



### Important Notices To The Person Preparing This Lease

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

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

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

# Lease Conditions

## 1. DEFINITIONS AND INTERPRETATION

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

EXPRESSION	MEANING
<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>	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> - (a) rates, levies and assessments imposed by any relevant authorities; (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; (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); (d) premiums and charges for the following insurance policies taken out by the <b>landlord</b> - (i) damage to and destruction of the <b>premises</b> for their replacement value for the risks listed in <b>item 11</b> , (ii) removal of debris, (iii) breakdown of <b>landlord's installations</b> , (iv) breakage of glass, (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 (vi) loss of rent and outgoings for the period stated in <b>item 13</b> or, if none is stated, 12 months, and excesses paid or payable on claims, 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 - (e) costs incurred in providing services to the <b>building</b> and the <b>land</b> including - (i) heating, (ii) cooling, (iii) air-conditioning, (iv) cleaning, (v) pest control, (vi) waste collection, (vii) lighting, (viii) landscaping and garden maintenance, (ix) security, and (x) fire safety prevention, detection and control; (f) accountancy and audit fees; and (g) costs of whatever description, reasonably incurred by the <b>landlord</b> in the administration, management or operation of the <b>building</b> and the <b>land</b> , 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

<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>	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 - (a) by the public; or (b) in common by tenants of premises in the <b>building</b> in relation to the carrying on of businesses on those premises, other than areas which are let or licensed, or intended to be let or licensed, other than on a casual basis
<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>	unless the <b>Act</b> applies and requires otherwise - (a) in relation to the <b>premises</b> , the area let; and (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.  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
<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 subletting whether or not the transfer or subletting occurs,
    - (e) a request by the **tenant** for consent or approval, whether or not consent or approval is given,
    - (f) any breach of this lease by the **tenant**, or

- (g) the exercise or attempted exercise by the **landlord** of any right or remedy against the **tenant**, but, if the **Act** applies, only to the extent to which the **Act** permits recovery.
- 2.1.9 pay any stamp duty on this lease, on any renewal, and any additional stamp duty after a review of **rent**.
- 2.1.10 subject to clauses 3.3.2 and 3.3.3, comply with all laws relating to the use or occupation of the **premises**.
- 2.1.11 carry on the business of the **permitted use** efficiently and, subject to all applicable laws, keep the **premises** open during the business hours which are normal for the **permitted use** and not suspend or discontinue the operation of the business.
- 2.1.12 comply with the **landlord's** reasonable requirements in relation to the use of the **landlord's installations** and any services provided by the **landlord**.
- 2.1.13 subject to clauses 3.3.2 and 3.3.3, comply with the laws and requirements of relevant authorities relating to essential safety measures, occupational health and safety and disability discrimination relevant to the **premises** or the **building**.
- 2.2 The **tenant** must not, and must not let anyone else -
- 2.2.1 use the **premises** except for the **permitted use**, but the **tenant** agrees that the **landlord** has not represented that the **premises** may be used for that use according to law or that the **premises** are suitable for that use.
- 2.2.2 use the **premises** for any illegal purpose.
- 2.2.3 carry on any noxious or offensive activity on the **premises**.
- 2.2.4 do anything which might cause nuisance, damage or disturbance to a tenant, occupier or owner of any adjacent property.
- 2.2.5 conduct an auction or public meeting on the **premises**.
- 2.2.6 use radio, television or other sound-producing equipment at a volume that can be heard outside the **premises**.
- 2.2.7 do anything which might affect any insurance policy relating to the **premises** by causing -
- (a) it to become void or voidable,
  - (b) any claim on 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:**

Tee Squared Properties Pty Ltd (ACN 138 063 304) as Trustee for Tee Squared Properties Unit Trust (ABN 38 796 969 558) C/- 9 Sun Crescent Sunshine, VIC 3020

**Item 2**  
[1.1]

**Tenant:**

Tailor Made Pty Ltd (ACN 061 440 711) of 506, 530 Little Collins Street, Melbourne VIC 3000

**Item 3**  
[1.1]

**Guarantor:**

Haydn Thompson, Unit 5/7 Milton Street, Elwood, VIC 3184

**Item 4**  
[1.1]

**(a) Premises:**

Part of 509A & 509B, 530 Little Collins Street, Melbourne VIC 3000, being the area comprising approximately 87.65 square metres as shown coloured in yellow on the Lease Plan.

**(b) Land:**

Part of Lot 509A & 509B Plan of Subdivision 428030F – Volume 10844 Folios 134 & 135

**Item 5**  
[1.1]

**Landlord's installations:**

All fixtures and fittings as inspected on the commencement date not belonging to the Tenant. This includes but is not limited to the following items:

1. Office/room partitions
2. Shelving/s
3. Boardroom: desks, workstations, chairs, marble boardroom table, PC in boardroom, painting in boardroom
4. Reception area: reception desks, leather couch and leather chairs, white table with globe, clock
5. AMP feature at entrance
6. Plants

**Item 6**  
[1.1]

**Rent:**

\$37,827.11 per annum plus Outgoings plus GST being \$3,152.26 per month plus Outgoings plus GST.

**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:**

All fixtures and fittings installed by the Tenant after the commencement date.

Item 8  
[1.1]

**Term of the lease:**

Three (3) years starting on 1 July 2018

Item 9  
[2.1.1]

**How rent is to be paid:**

Equal monthly instalments in advance on the first day of each month or as directed from time to time by the Landlord.

Item 10  
[1.1,  
2.1.2,  
2.1.5 &  
5.4]

**Building outgoings which the tenant must pay or reimburse:**

76.55% of all **building outgoings** excluding Land Tax (if applicable).

Item 11  
[1.1 &  
6.2]

**Risks which the insurance policies must cover: \***

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

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

Item 12  
[1.1 &  
2.3.1]

**Amount of public risk insurance cover:**

\$10,000,000.00 or other amount reasonably specified from time to time by the **landlord**.

Item 13  
[1.1]

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

12 months

Item 14  
[2.1.7]

**Interest rate on overdue money:**

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

Item 15  
[2.2.1]

**Permitted use:**  
Administrative Offices

[1.14]

**Application of Act:**  
The **Act** does not apply  
Reason why **Act** does not apply:  
Ministerial determination dated 29 April 2003 - premises is located above third floor

Item 16  
[2.1.1,  
11, 18]

**Review date(s):**  
**Term**  
(a) *Market review date(s):*  
Not Applicable  
(b) *CPI review date(s):*  
Not Applicable  
(c) *Fixed review date(s) and percentage or fixed amount increases:*  
Fixed 3% increase at the anniversary of the commencement date  
**Further term(s)**  
(a) *Market review date(s):*  
At the commencement of each further term  
(b) *CPI review date(s):*  
Not Applicable  
(c) *Fixed review date(s) and percentage or fixed amount increases:*  
Fixed 3% increase at the anniversary of the commencement date

Item 17  
[2.1.1,  
11, 18]

**Who may initiate reviews:**  
*Market review:* Landlord  
*CPI review:* Not Applicable  
*Fixed review:* Automatic

Item 18  
[12]

**Further term(s):**  
One (1) further term of three (3) years.

Item 19  
[12]

**Earliest and latest dates for exercising option for renewal:**  
**Earliest date:** 30 December 2020  
**Latest date:** 30 March 2021

Item 20  
[13]

**Security deposit:**

An amount equal to one (1) months' rent plus GST or as directed from time to time by the Landlord.

Item 21  
[16.1]

**The mediation procedure applies to this lease**

Item 22  
[20]

**Additional provisions:**

**1. NO RELIANCE, REPRESENTATION OR GUARANTEE**

The Tenant acknowledges and warrants that:

- 1.1. neither the Landlord nor anyone on its behalf has given any intimation or made any representation warranty or guarantee as to the suitability of the Premises for any purpose or for any business to be carried out herein;
- 1.2. it enters into the Lease with the Landlord free of any coercion, inducement or representation (verbal or otherwise) made by or on behalf of the Landlord; and
- 1.3. no commitment has been given or intimation made by or on behalf of the Landlord that further leases of the Premises will be granted except for those set out in this Lease.

**2. NO CAVEAT**

- 2.1. The Tenant must not lodge nor allow any person claiming through the Tenant or acting on behalf of the Tenant to lodge any caveat on any title to the Land.
- 2.2. The Tenant acknowledges and understands that lodging a caveat in breach of **Additional Provision 2.1** may cause the Landlord to suffer loss and damage.
- 2.3. The Tenant agrees to indemnify the Landlord against all claims, damages, losses, liabilities or proceedings of any nature arising from breach of this **Additional Provision 2**. Further, the Tenant will be liable for and will upon demand by the Landlord pay to the Landlord any cost or other expenses that the Landlord may incur from the date of lodgement of the caveat to the date of its removal (on a full indemnity basis).
- 2.4. The parties agree that a breach of this **Additional Provision 2** is a breach of an essential term for the purposes of **Clause 7.4** of the Lease and constitutes repudiation of the Lease by the Tenant.

**3. CONVERSION OF TENANCY**

In the event of the Tenant committing a breach of an essential term or otherwise making default under this Lease giving rise to the Landlord's rights of re-entry under **Clause 7.1** of the Lease, then, in addition to any other rights the Landlord may have, the Landlord may convert this Lease into a tenancy from month to month which can be ended at any time on giving one (1) months' notice expiring at any time on terms and at a rent specified by the Landlord, or where no terms or no rent are specified by the Landlord, on the terms of the Lease so far as they are not inconsistent with a monthly tenancy and at the rent payable immediately prior to the date of the conversion.

**4. REMOVAL OF TENANT'S FIXTURES AND FITTINGS**

- 4.1. Unless otherwise agreed to by the Landlord in writing and in addition to the other Tenant's obligations in the Lease, the Tenant must upon expiration or earlier termination of the Lease:
  - 4.1.1. remove all the Tenant's fixtures and fittings, installation and signage (if any) and return the Premises to the Landlord in the same condition as at the commencement of the Lease;
  - 4.1.2. remove all electrical, lighting, plumbing, wiring, cabling and similar services to the Premises constructed by the Tenant and capping these items off at their entry point into the Premises to

facilitate connection for a new fit out (except for all existing electrical, lighting, plumbing, wiring, cabling and similar services to the Premises and existing ceiling);

- 4.1.3. make good all damages caused by the installation or removal of the Tenant's fixtures and fittings, installation and signage on or at the Premises;
  - 4.1.4. ensure that the Premises is clean and free from rubbish; and
  - 4.1.5. repaint the walls and steam-clean the carpets in the Premises.
- 4.2. If the Tenant fails to or does not comply with **Additional Provision 4** on the expiration or earlier termination of the Lease, the Tenant agrees that the Landlord can remove and discard the Tenant's fixtures and fittings, signage and rubbish, and make good any damages caused by the Tenant, on behalf of the Tenant, at the Tenant's expense. The Tenant further agrees that the Landlord is entitled to the full reimbursements of any costs and expenses incurred by the Landlord as a result of the Tenant's default.

## **5. RIGHT OF FIRST REFUSAL**


- 5.1. The Landlord grants to the Tenant the right of first refusal to lease the remaining part of the premise on the following terms and conditions:
- 5.1.1. The lease for that part of the premises is terminated for any reason;
  - 5.1.2. The new lease entered into with the Tenant will be for:
    - 5.1.2.1. a term equal to the remainder of the term of this lease and any further term not yet exercised;
    - 5.1.2.2. rental proportionate to the "rent per square metre" of this lease; and
    - 5.1.2.3. outgoings of 23.45% (which combined with the outgoings under this lease to equal 100% outgoings);
    - 5.1.2.4. the remaining terms and conditions of the new lease to mirror this lease with the exception of **Additional Provision 5**.
- 5.2. The option granted pursuant to **Additional Provision 5.1** may only be exercised by the Tenant throughout the duration of this lease or any further term exercised by the Tenant

EXECUTED AS A DEED ON:

Date: 01/07/2018

EXECUTION & ATTESTATION  
LANDLORD

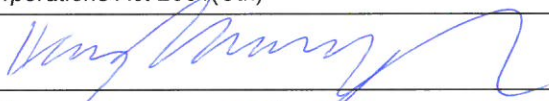
Executed by Tee Squared Properties Pty Ltd (ACN 138 063 304) as Trustee for Tee Squared Properties Unit Trust (ABN 38 796 969 558) in accordance with section 127 of the Corporations Act 2001(Cth)

Director	
Print Name	Thanh Huu Tran
Print usual address	3 Benjamin Street, Sunshine VIC 3020

EXECUTION & ATTESTATION

TENANT


Executed by Tailor Made Pty Ltd (ACN 061 440 711) in accordance with section 127 of the Corporations Act 2001(Cth)

Director	
Print Name	HAYDN THOMPSON
Print usual address	5/7 MILTON Street, ELWOOD, VIC. 3184
Director	
Print Name	
Print usual address	

GUARANTOR

Signed, Sealed and Delivered by Haydn Thompson

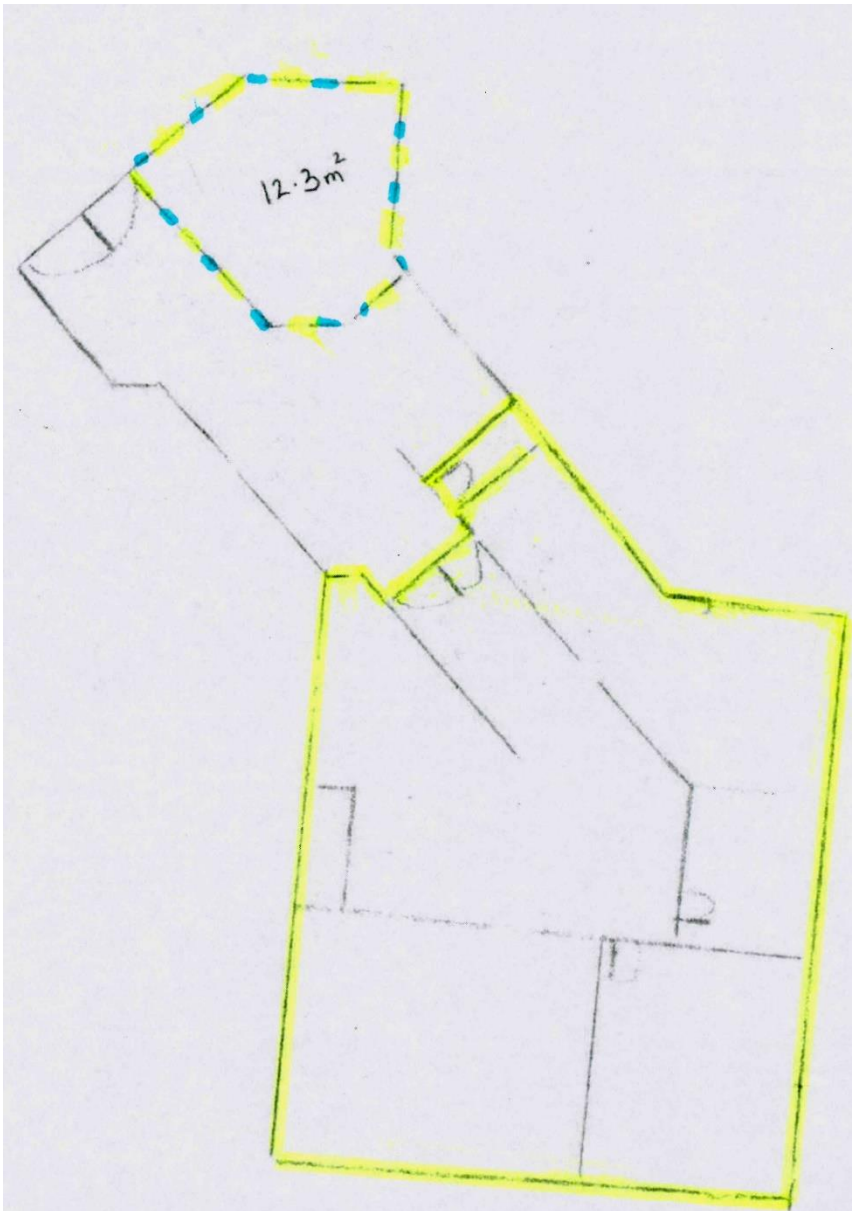
In the presence of:

Witness Signature	
Print Name	ISABELLA HANSSON
Print usual address	21/20 ST EDMONDS RD, PRAHRAN 3181, VIC

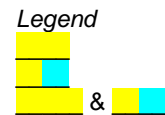
# Lease Plan

Suite 509A & 509 B

530 Little Collins Street, Melbourne, VIC, 3000



<i>Leased Space</i>	<i>Area (sqm)</i>
Exclusively office leased area	81.5 sqm
Shared boardroom area	6.15 sqm (12.3sqm ÷ 2)
<b>Total approximate leased area</b>	<b>87.65 sqm</b>



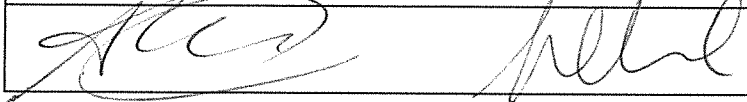
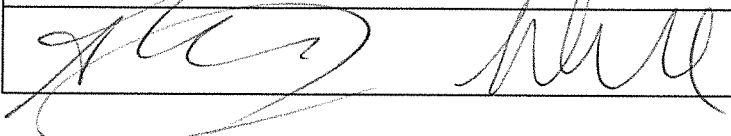
# Vendor Statement

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.

<b>Land</b>	Suite 509A, 530 Little Collins Street, Melbourne, Victoria 3000	
<b>Vendor's name</b>	Tee Squared Properties Pty Ltd ACN 138 063 304 as trustee for Tee Squared Properties Unit Trust	<b>Date</b> 20103121
<b>Vendor's signature</b>		
<b>Purchaser's name</b>	Tee Squared Super Pty Ltd ACN 604 943 768 as trustee for Tee Squared Superannuation Fund	<b>Date</b> 20103121
<b>Purchaser's signature</b>		

# 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:

\$5,000.00

## 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

	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.

# 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): -

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

\_x001f\_

## 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 under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'



### 3.4 Planning Scheme

The required specified information is as follows:

Name of planning scheme	Melbourne Planning Scheme
Name of responsible authority	City of Melbourne
Zoning of the land	Capital City Zone (CCZ) Capital City Zone - Schedule 1 (CCZ1)
Name of planning overlay	Design And Development Overlay (DDO) Design And Development Overlay - Schedule 1 (Area 2) (DDO1-A2) Design And Development Overlay - Schedule 10 (DDO10) Parking Overlay (PO) Parking Overlay - Precinct 1 Schedule (PO1)

## 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:

_x001f_
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### 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:

_x001f_
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## 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.

Not Applicable.

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

Not applicable.

## 8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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## 9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

9.2 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*.

Not Applicable.

### 10.3 Further Plan of Subdivision

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

Not Applicable.

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<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.)*

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

## 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)*

All documents noted as being attached to this statement
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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 10844 FOLIO 134

Security no : 124088474775U  
Produced 03/03/2021 06:33 PM

LAND DESCRIPTION

Lot 509A on Plan of Subdivision 428030F.  
PARENT TITLE Volume 10526 Folio 408  
Created by instrument PS428030F/D2 30/11/2004

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
TEE SQUARED PROPERTIES PTY LTD of 9 SUN CRESCENT SUNSHINE VIC 3020  
AM268662D 21/10/2015

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987  
W038838R 11/05/1999

AGREEMENT Section 162 Building Act 1993  
W242668D 24/08/1999

DIAGRAM LOCATION

SEE PS428030F 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: "EXCHANGE TOWER" 520-536 LITTLE COLLINS STREET MELBOURNE VIC 3000

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. PS428030F

DOCUMENT END

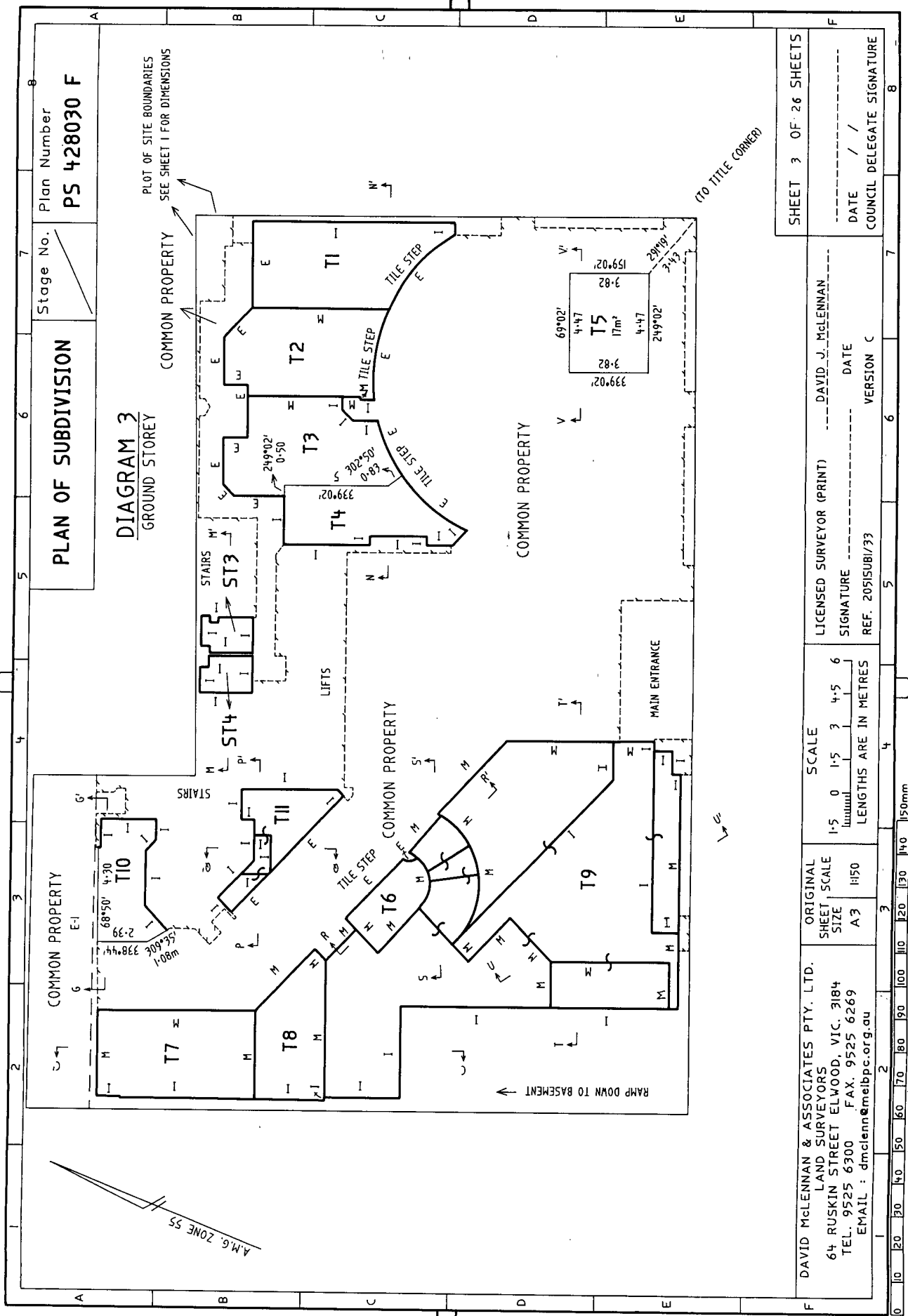
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<b>PLAN OF SUBDIVISION</b>		Stage No. /	LTO use only <b>EDITION 8</b>	<b>PS 428030 F</b>				
<b>Location of Land</b> Parish: MELBOURNE NORTH Township: CITY OF MELBOURNE Section 15 Crown Allotment: 15(PART) & 16(PART) Crown Portion: _____ LTO base record: DIGITAL CADASTRAL MAP BASE. Title References: Vol. 9268 Fol. 152 Last Plan Reference: Postal Address: 520-536 LITTLE COLLINS STREET & I-II CHURCH STREET, MELBOURNE VIC. 3000 AMG Co-ordinates: E 320 070 (Of approx. centre of plan) N 5 812 350 Zone 55		<b>Council Certification and Endorsement</b> Council Name: CITY OF MELBOURNE Ref: TPO0/206 (2064) 1. This plan is certified under section 6 of the Subdivision Act 1988. <del>2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /</del> <del>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del> Open Space (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage _____ Council Delegate Council seal Date 22 / 5 / 00		LAND VICTORIA use only Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date 31 / 5 / 00				
Vesting of Roads or Reserves <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Identifier</th> <th style="width: 50%;">Council/Body/Person</th> </tr> <tr> <td style="text-align: center;">Nil</td> <td style="text-align: center;">Nil</td> </tr> </table>		Identifier	Council/Body/Person	Nil	Nil	LAND VICTORIA use only PLAN REGISTERED TIME 11:50AM DATE 19 / 6 / 00 Assistant Registrar of Titles Notations Depth Limitation: Does not apply BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: EXTERNAL FACE: BOUNDARIES MARKED 'E'. INTERNAL FACE: BOUNDARIES MARKED 'I'. MEDIAN: BOUNDARIES MARKED 'M'. THE COMMON PROPERTY IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS. Staging: This is/is not a staged subdivision Planning Permit No. _____ Survey: This plan is \ is not based on survey. This survey has been connected to permanent mark No.(s) PM 188 & MMB 371 in Proclaimed Survey Area No. _____ ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF THE COMMON PROPERTY. THE POSITIONS OF THESE DUCTS AND SHAFTS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.		
Identifier	Council/Body/Person							
Nil	Nil							
<b>Easement Information</b>								
Legend:    A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)								
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN								
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of				
E-1	LIGHT & AIR	3.05	INST. F 678294	C/T VOL. 9255 FOL. 051				
E-1	LIGHT & AIR	3.05	INST. F 678295	C/T VOL. 9255 FOL. 052				
EASEMENT E-1 IS LIMITED AS TO HEIGHT - SEE CROSS SECTION D-D'								
<b>DIAGRAM 1</b> TITLE DIAGRAM 								
DAVID McLENNAN & ASSOCIATES PTY. LTD. LAND SURVEYORS 64 RUSKIN STREET ELWOOD, VIC. 3184 TEL. 9525 6300 FAX. 9525 6269 EMAIL: dmclenn@meibpc.org.au				Sheet 1 of 26 Sheets				
SCALE  LENGTHS ARE IN METRES		ORIGINAL SCALE SHEET SIZE 1:400 A3	LICENSED SURVEYOR (PRINT) DAVID J. McLENNAN SIGNATURE _____ DATE / / REF. 2051SUBI/31 VERSION C	DATE 22 / 5 / 00 COUNCIL DELEGATE SIGNATURE _____				





Plan Number  
**PS 428030 F**

Stage No.  
**PLAN OF SUBDIVISION**

**DIAGRAM 3**  
GROUND STOREY

COMMON PROPERTY  
PLOT OF SITE BOUNDARIES  
SEE SHEET 1 FOR DIMENSIONS

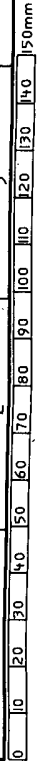
SHEET 3 OF 26 SHEETS  
DATE / /  
COUNCIL DELEGATE SIGNATURE

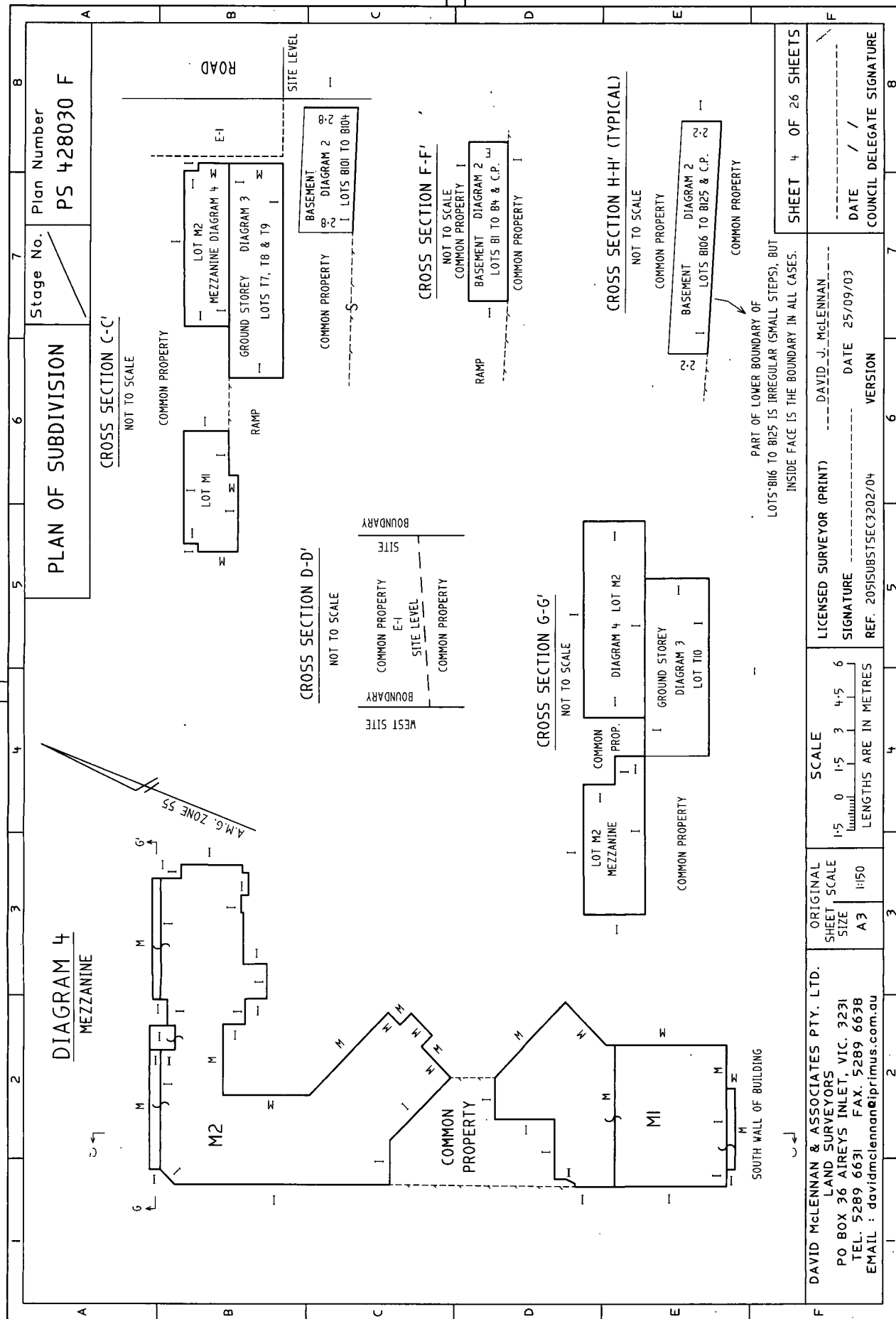
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LENGTHS ARE IN METRES

ORIGINAL SHEET SCALE  
SIZE A3 1:150

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 PO BOX 36 AIREYS INLET, VIC. 3231  
 TEL. 5289 6631 FAX. 5289 6638  
 EMAIL : davidmclennan@iprimus.com.au

ORIGINAL SHEET SCALE SIZE A3 1:150  
 SCALE 1:5 0 1:5 3 4:5 6  
 LENGTHS ARE IN METRES

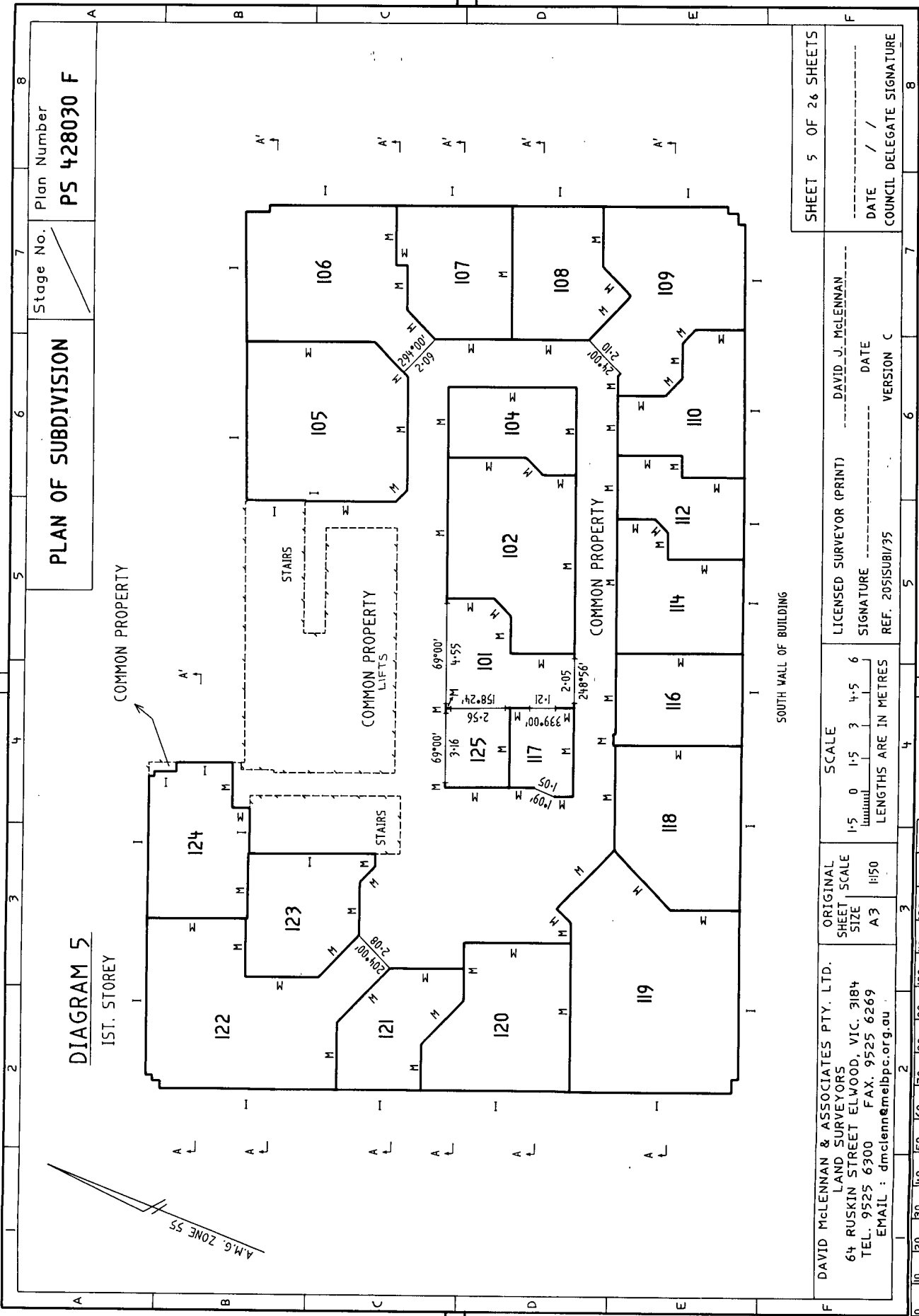
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 SIGNATURE DATE 25/09/03  
 REF. 2051SUBSTSEC3202/04 VERSION

SHEET 4 OF 26 SHEETS  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE

PART OF LOWER BOUNDARY OF LOTS 8106 TO 8125 IS IRREGULAR (SMALL STEPS), BUT INSIDE FACE IS THE BOUNDARY IN ALL CASES.

SOUTH WALL OF BUILDING

10 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000



SHEET 5 OF 26 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) DAVID J. McLENNAN

SIGNATURE DATE

REF. 2051SUBI/35 VERSION C

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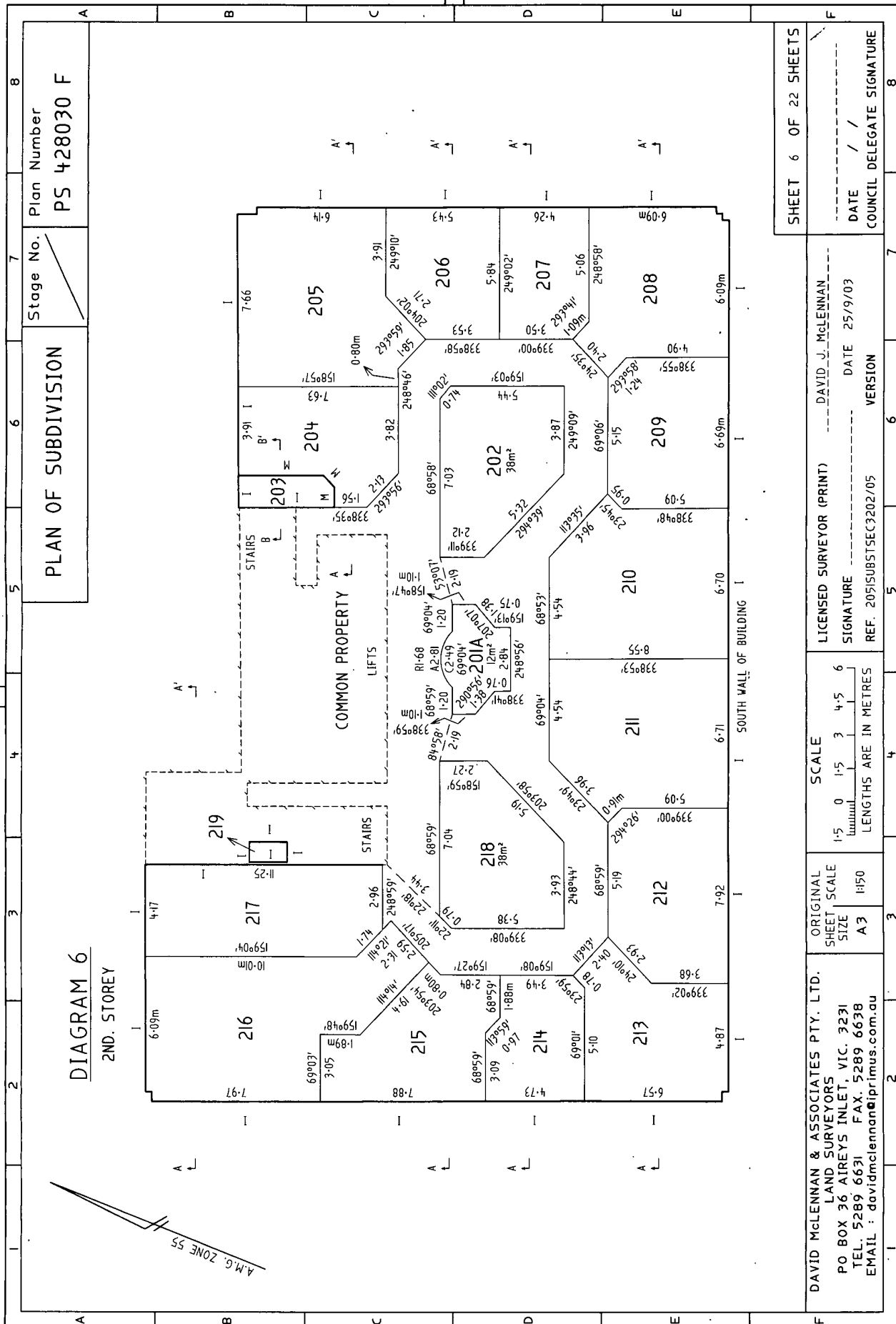
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0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm





**DIAGRAM 6**  
2ND. STOREY

**PLAN OF SUBDIVISION**

Stage No.

Plan Number  
**PS 428030 F**

SHEET 6 OF 22 SHEETS

LICENSED SURVEYOR (PRINT) **DAVID J. McLENNAN**

SIGNATURE \_\_\_\_\_ DATE 25/9/03

VERSION \_\_\_\_\_ REF. 205ISUBSTSEC3202/05

COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

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SCALE 1:50 0 1:5 3 4:5 6

LENGTHS ARE IN METRES

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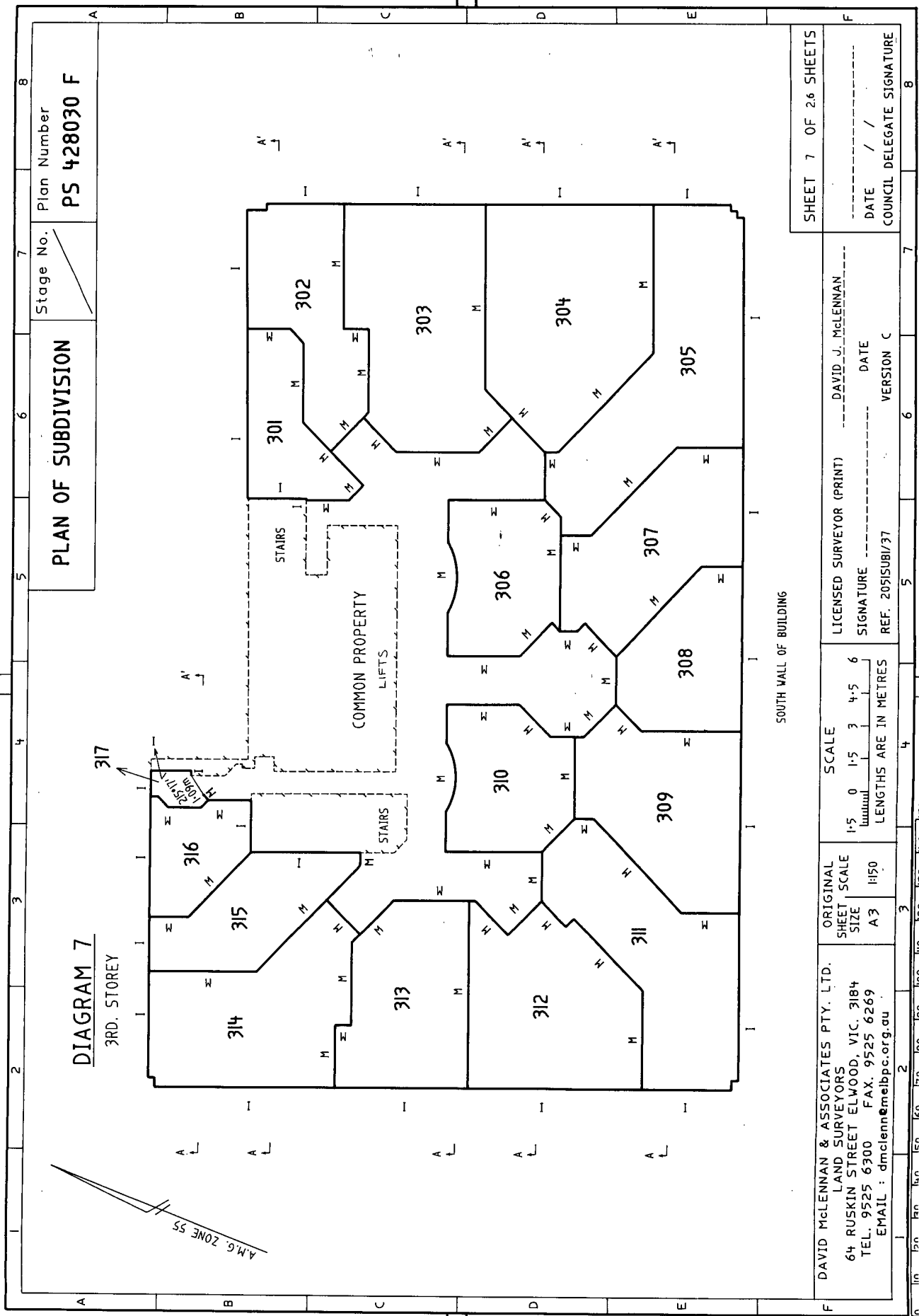
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EMAIL : davidmclennan@iprimus.com.au



SHEET 7 OF 26 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) DAVID J. McLENNAN

SIGNATURE DATE

REF. 20515UBI/37 VERSTON C

SCALE

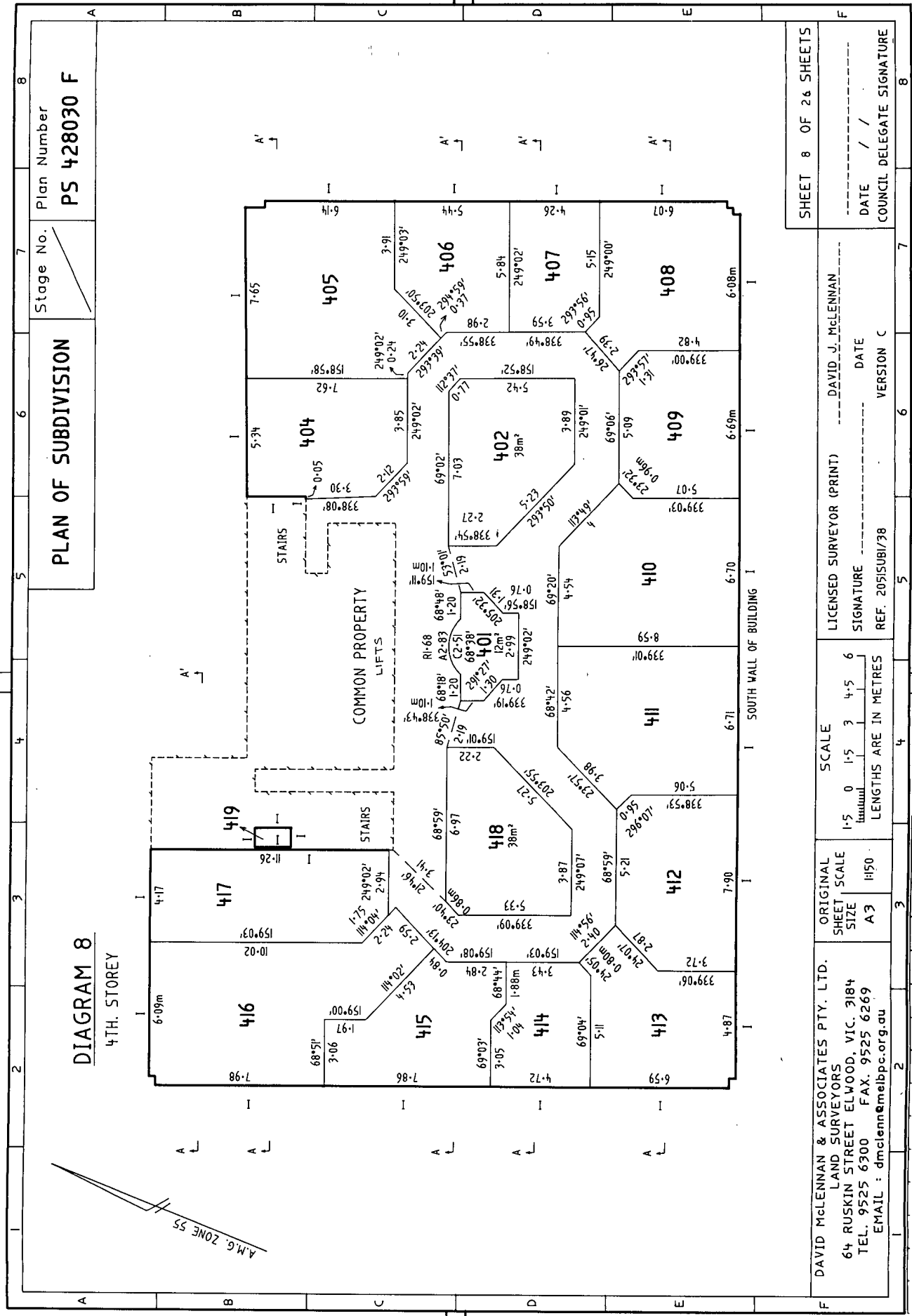
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LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SCALE 1:150

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SHEET 8 OF 26 SHEETS

DATE / /

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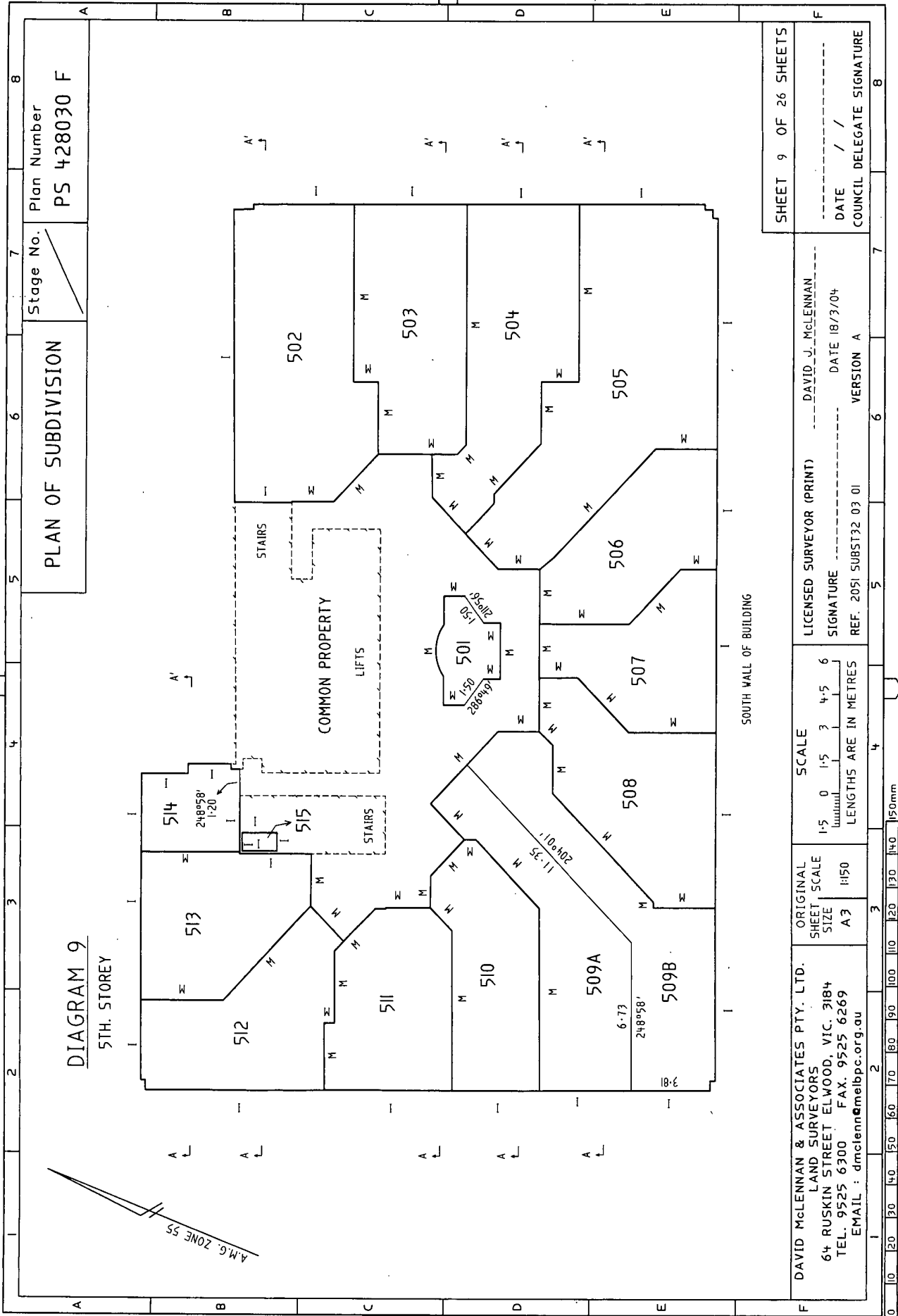
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REF. 2051SUBI/38

VERSION C

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SHEET 9 OF 26 SHEETS

DATE / /

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SIGNATURE DATE 18/3/04

REF. 2051 SUBST32 03 01 VERSION A

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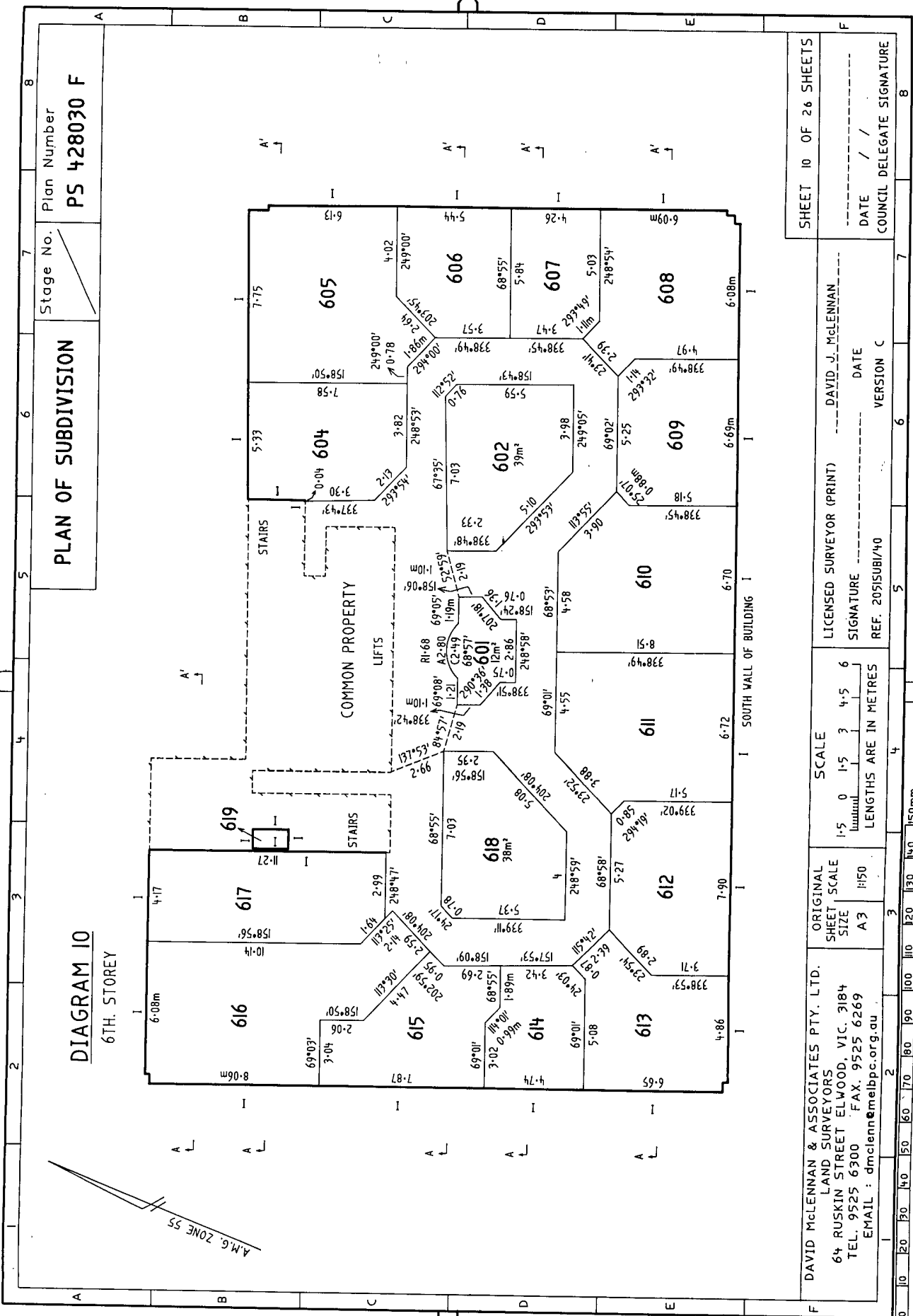
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PLAN OF SUBDIVISION  
PS 428030 F

DIAGRAM 10  
6TH STOREY

Stage No. / Plan Number  
PS 428030 F

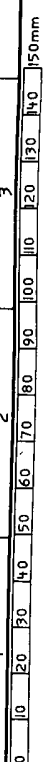
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DATE / /  
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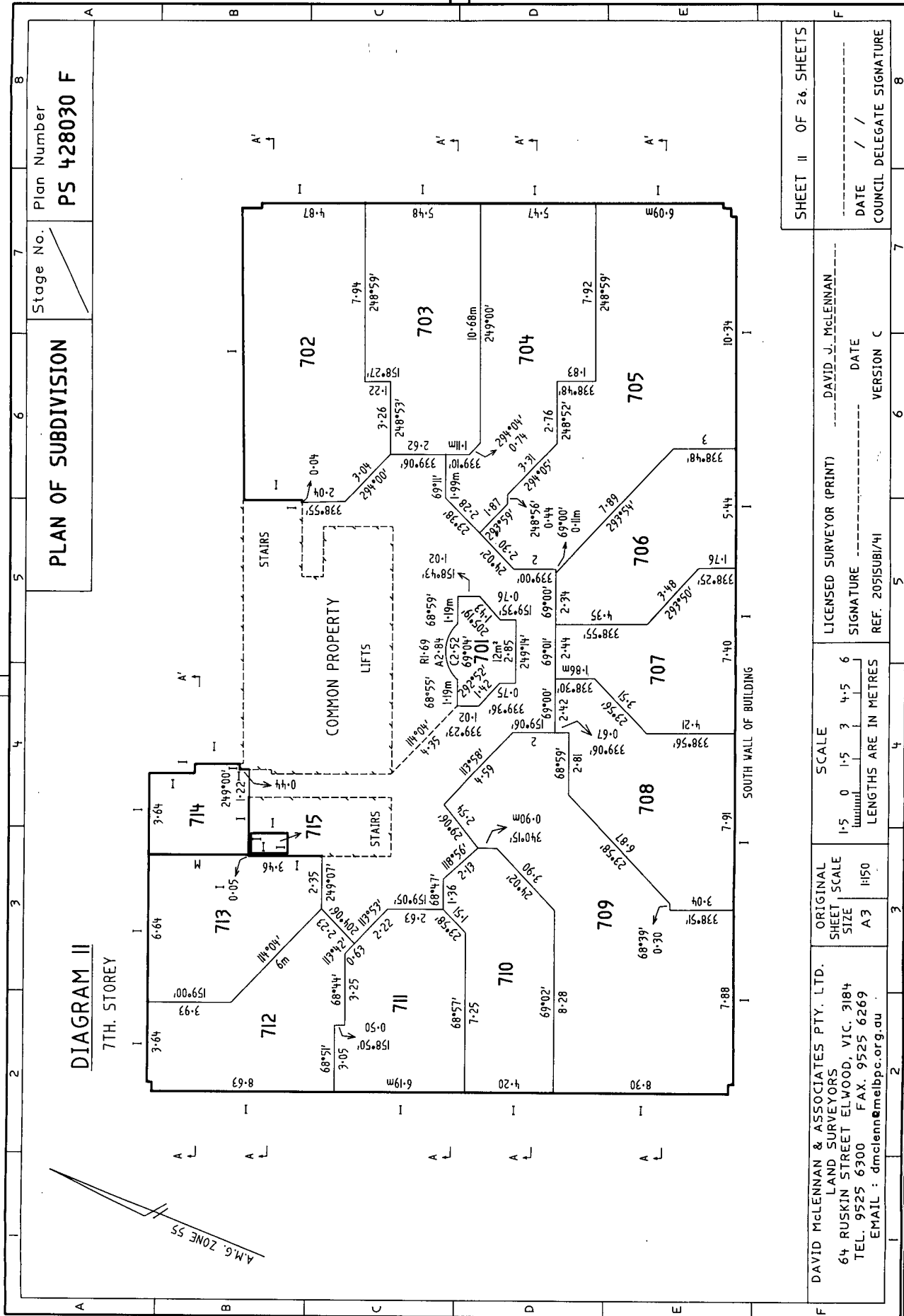
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REF. 20515UBI/40  
VERSION C

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LENGTHS ARE IN METRES

ORIGINAL SCALE  
SHEET SIZE A3  
1:150

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Plan Number  
**PS 428030 F**

Stage No.

**PLAN OF SUBDIVISION**

**DIAGRAM II**  
7TH STOREY

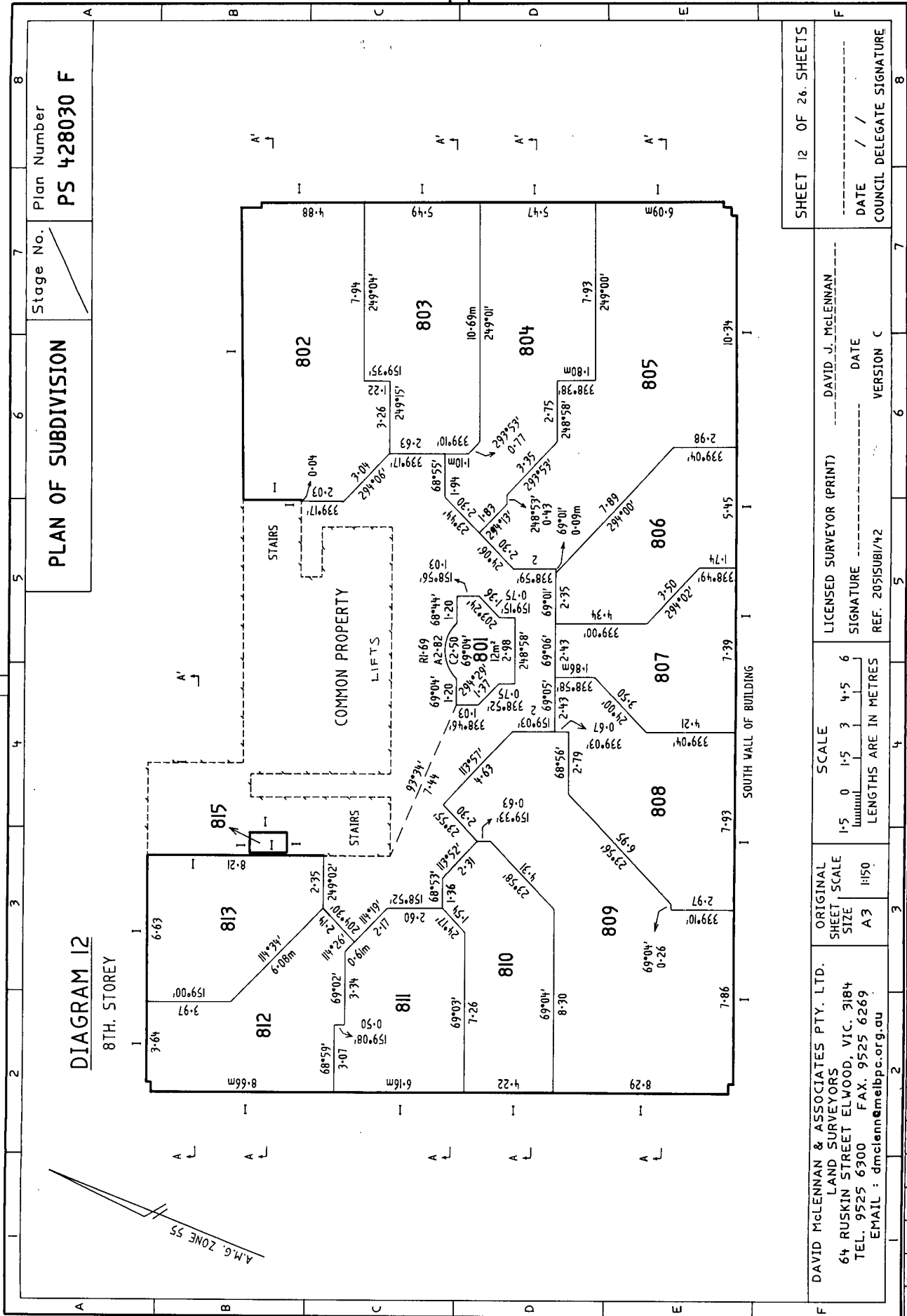
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DATE / /  
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REF. 2051SUBI/41 VERSION C

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LENGTHS ARE IN METRES

ORIGINAL SHEET SCALE  
SIZE A3 1:150

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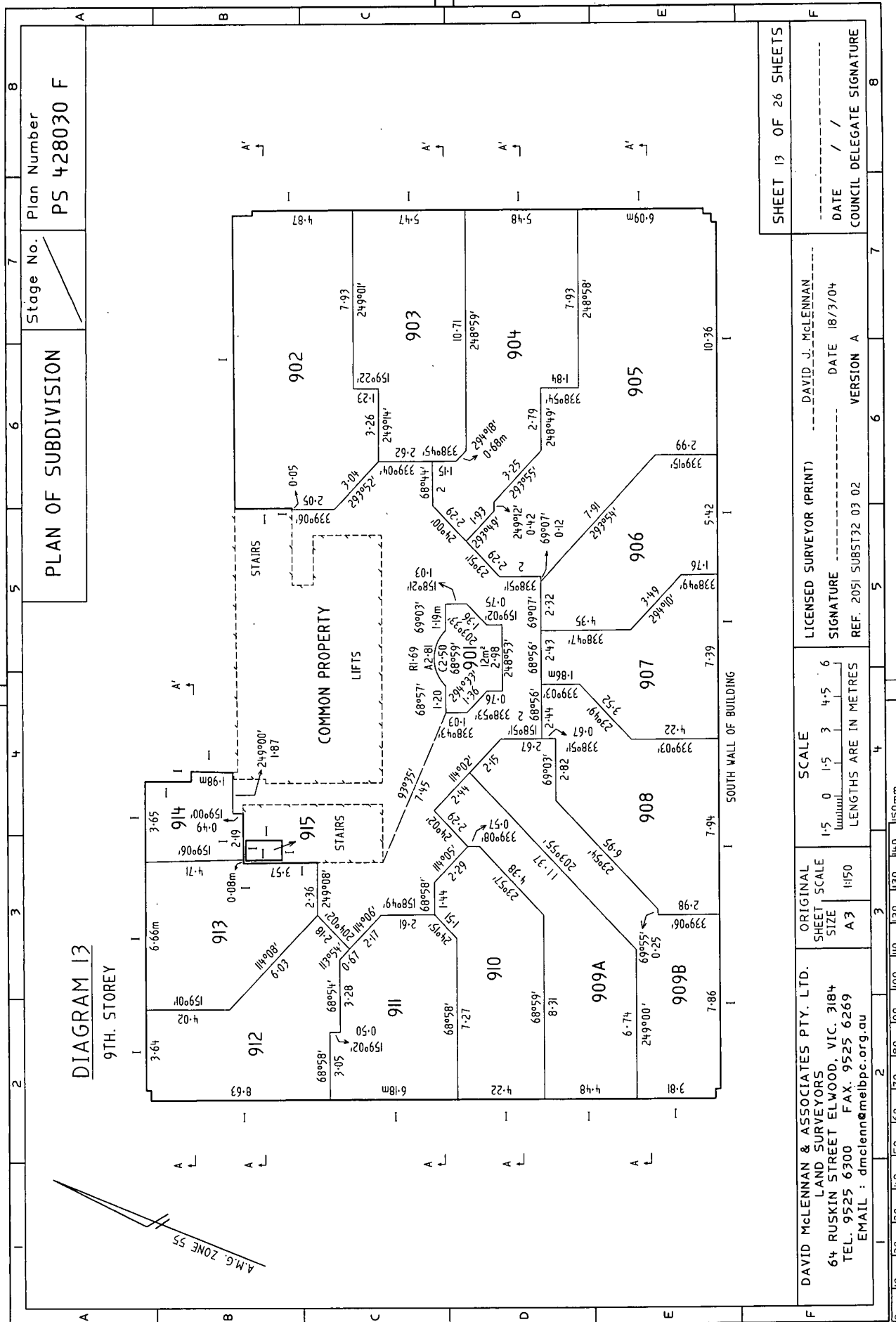
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DATE / /  
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) DAVID J. McLENNAN  
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 REF. 20515UBI/42 VERSION C

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Plan Number  
PS 428030 F

PLAN OF SUBDIVISION

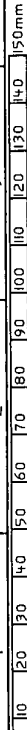
DIAGRAM 13  
9TH. STOREY

SHEET 13 OF 26 SHEETS  
DATE / /  
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SIGNATURE DATE 18/3/04  
VERSION A  
REF. 2051 SUBST32 03 02

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ORIGINAL SHEET SCALE  
SIZE A3 1:150  
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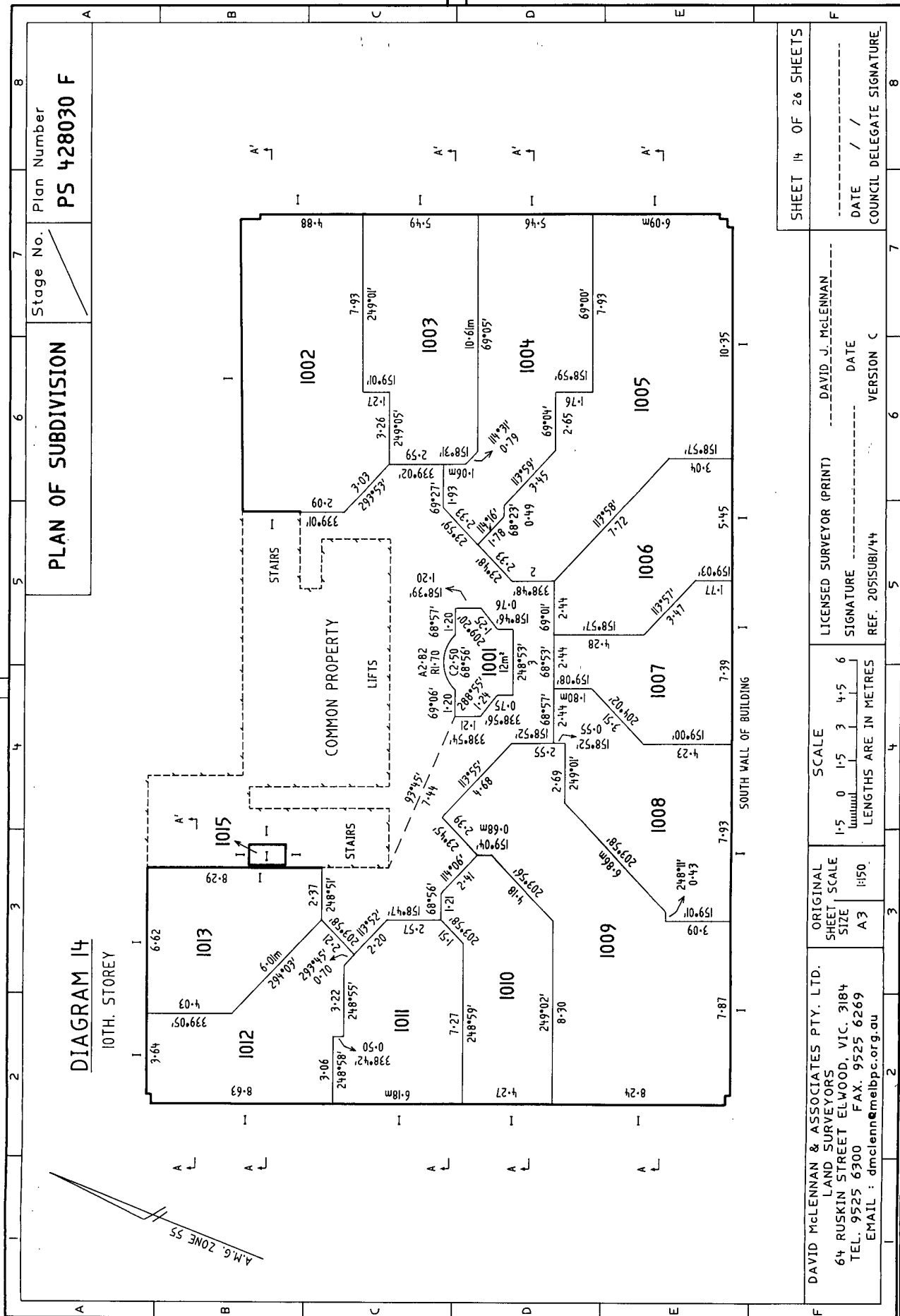


Diagram 14  
10TH. STOREY

PLAN OF SUBDIVISION

Stage No. /  
PS 428030 F

Plan Number  
PS 428030 F

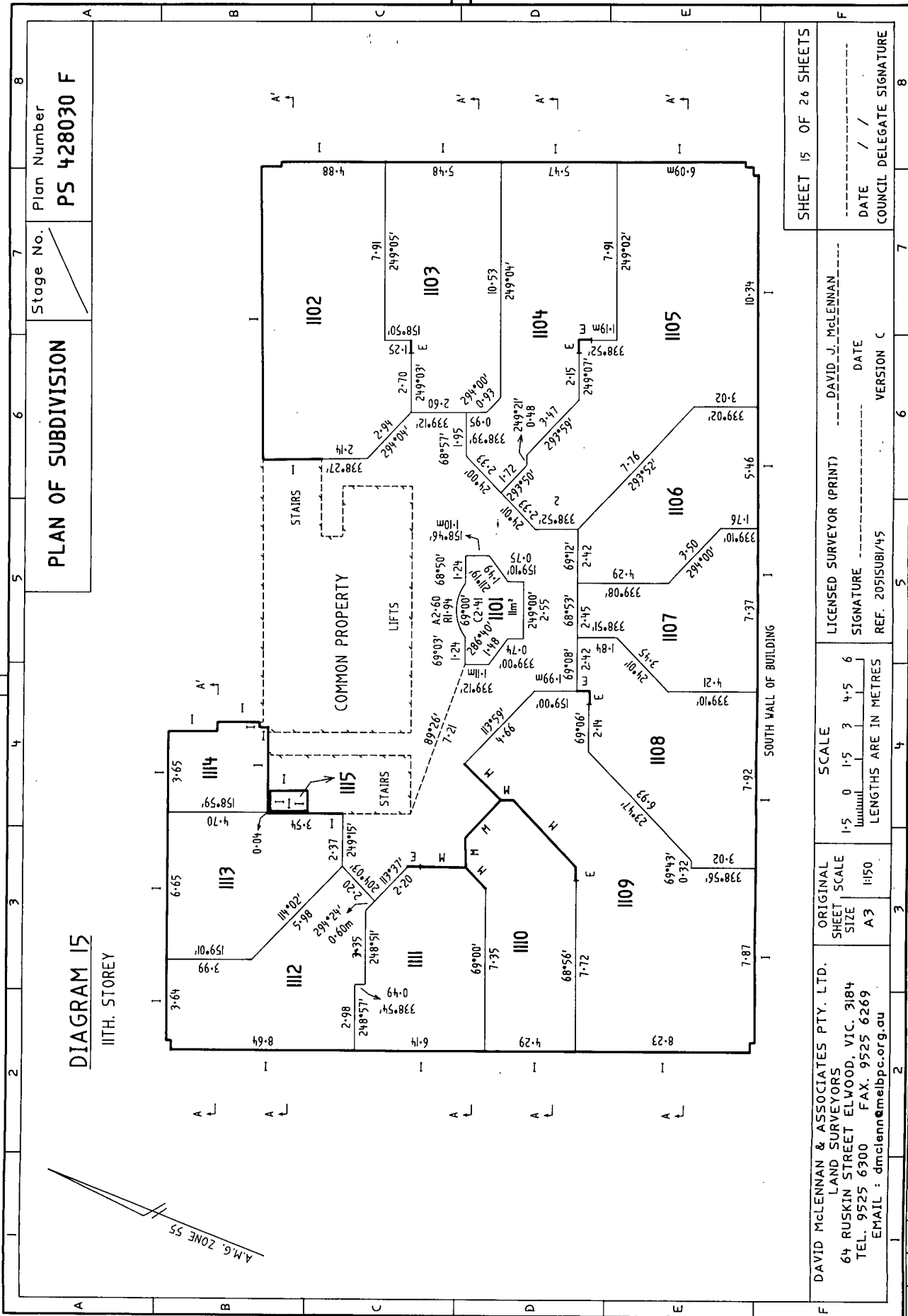
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SIGNATURE --- DATE ---  
REF. 2051SUB/44 --- VERSION C

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LENGTHS ARE IN METRES

ORIGINAL SCALE  
SHEET SIZE A3  
1:50

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PLAN OF SUBDIVISION  
 Stage No. /  
 Plan Number  
**PS 428030 F**

**DIAGRAM 15**  
 11TH STOREY

SHEET 15 OF 26 SHEETS  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE

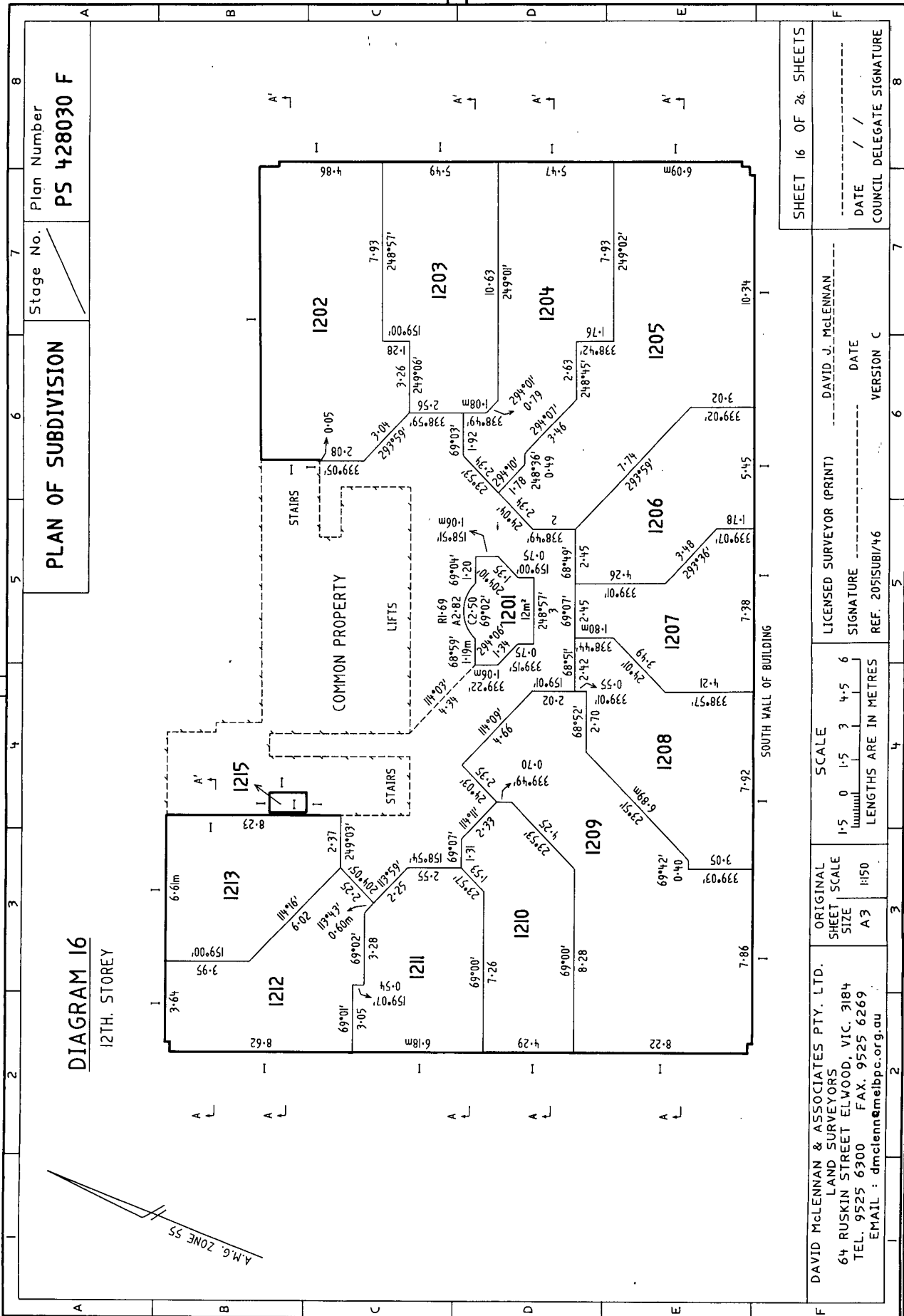
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 REF. 20515UB1/15 VERSION C

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 LENGTHS ARE IN METRES

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 EMAIL : dmclenn@meibpc.org.au





**DIAGRAM I6**  
12TH. STOREY

Stage No. / Plan Number  
**PS 428030 F**

**PLAN OF SUBDIVISION**

SHEET 16 OF 26 SHEETS  
DATE / /  
COUNCIL DELEGATE SIGNATURE

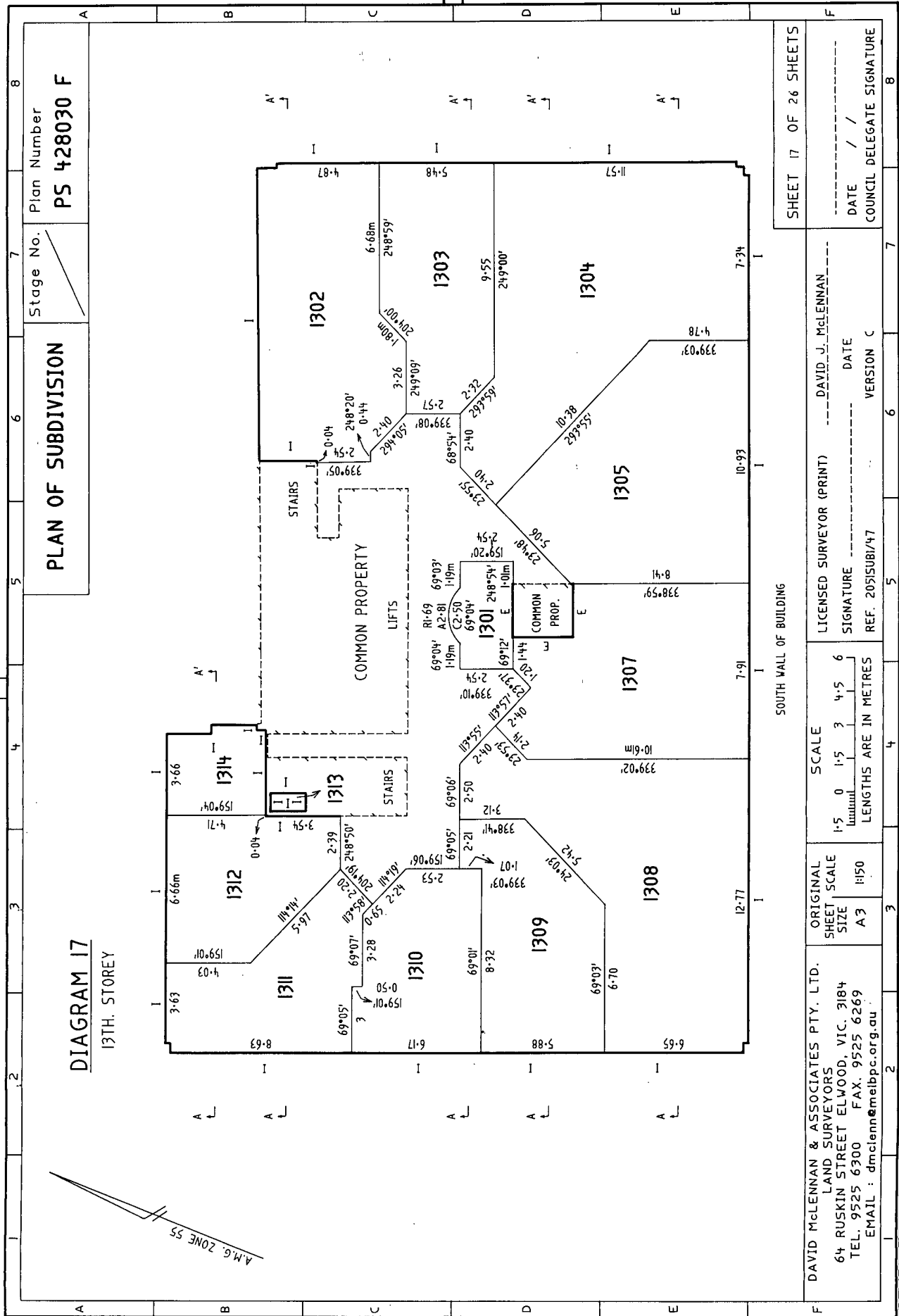
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REF. 2015UBI/46 VERSION C

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LENGTHS ARE IN METRES

ORIGINAL SCALE  
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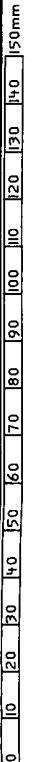
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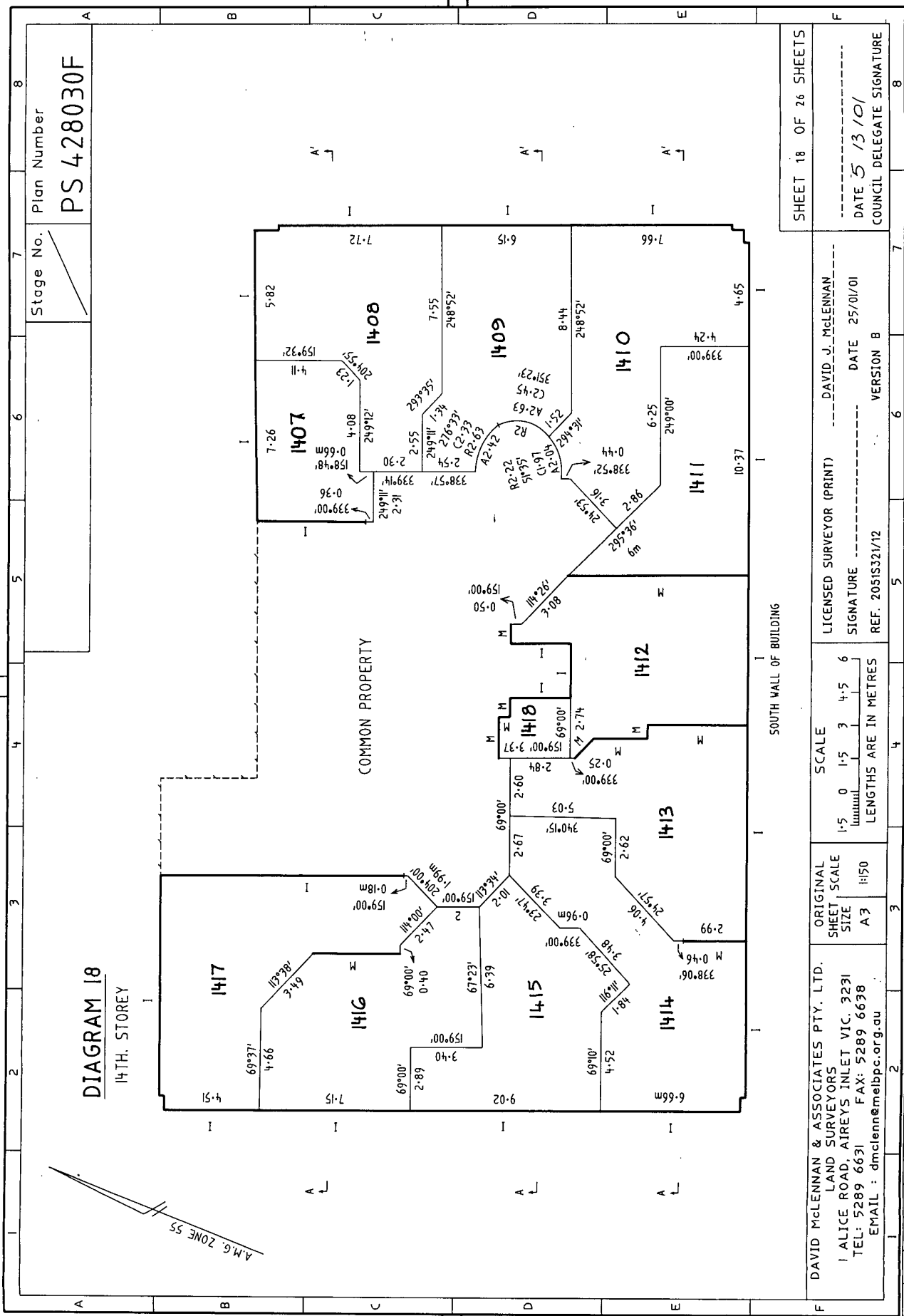
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 REF. 20515UBI/47  
 DATE ---  
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ORIGINAL SHEET SCALE SIZE A3  
 ORIGINAL SHEET SCALE SIZE A3  
 ORIGINAL SHEET SCALE SIZE A3





Stage No. / Plan Number  
PS 428030F

**DIAGRAM 18**  
14TH. STOREY

SHEET 18 OF 26 SHEETS

DATE 5/13/01  
COUNCIL DELEGATE SIGNATURE

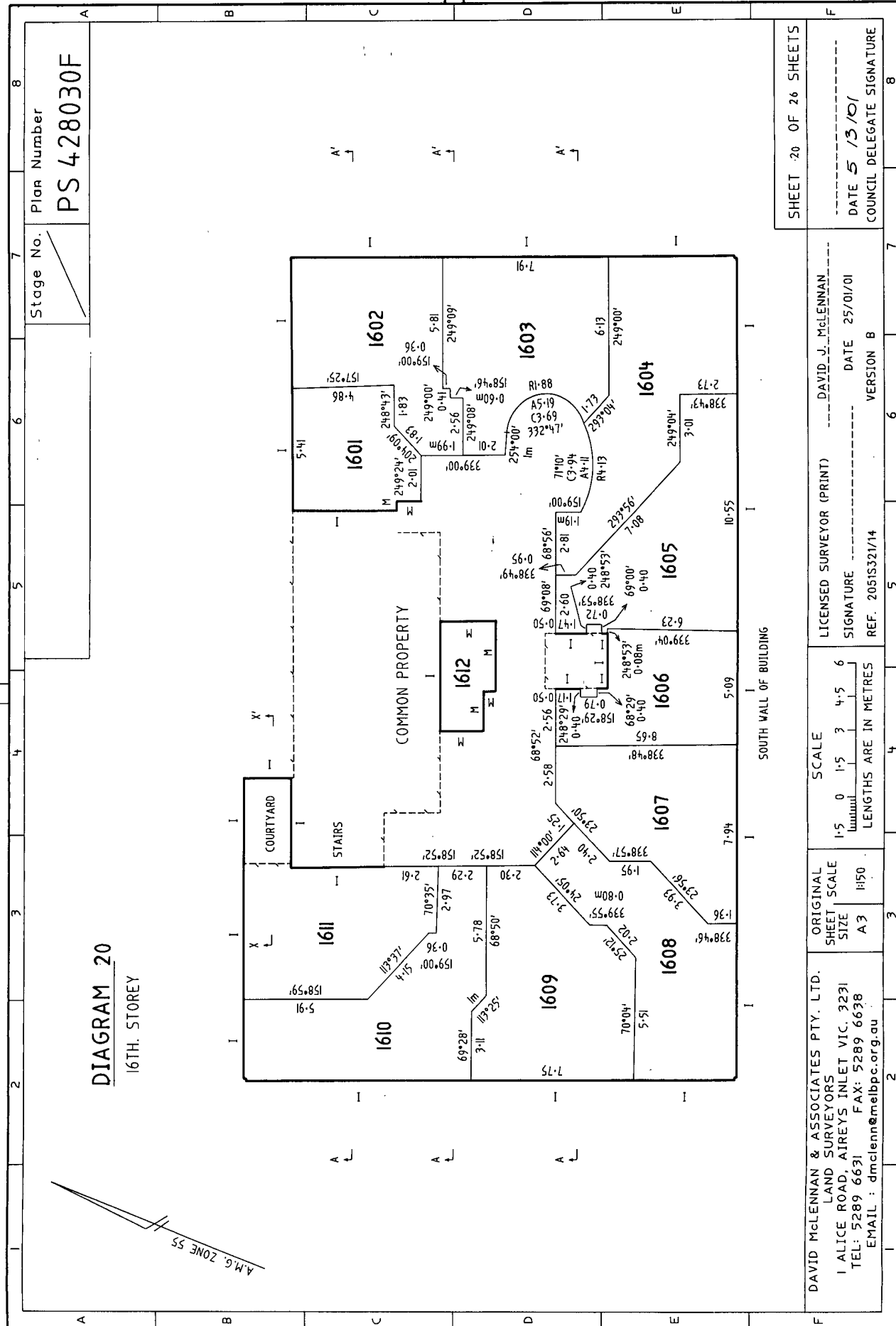
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REF. 2051S321/12 VERSION B

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LAND SURVEYORS  
1 ALICE ROAD, AIREYS INLET VIC. 3231  
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EMAIL: dmclennan@ibpc.org.au

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm





SHEET 20 OF 26 SHEETS

DATE 5/3/01

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) DAVID J. McLENNAN

SIGNATURE

DATE 25/01/01

VERSION B

REF. 205IS321/14

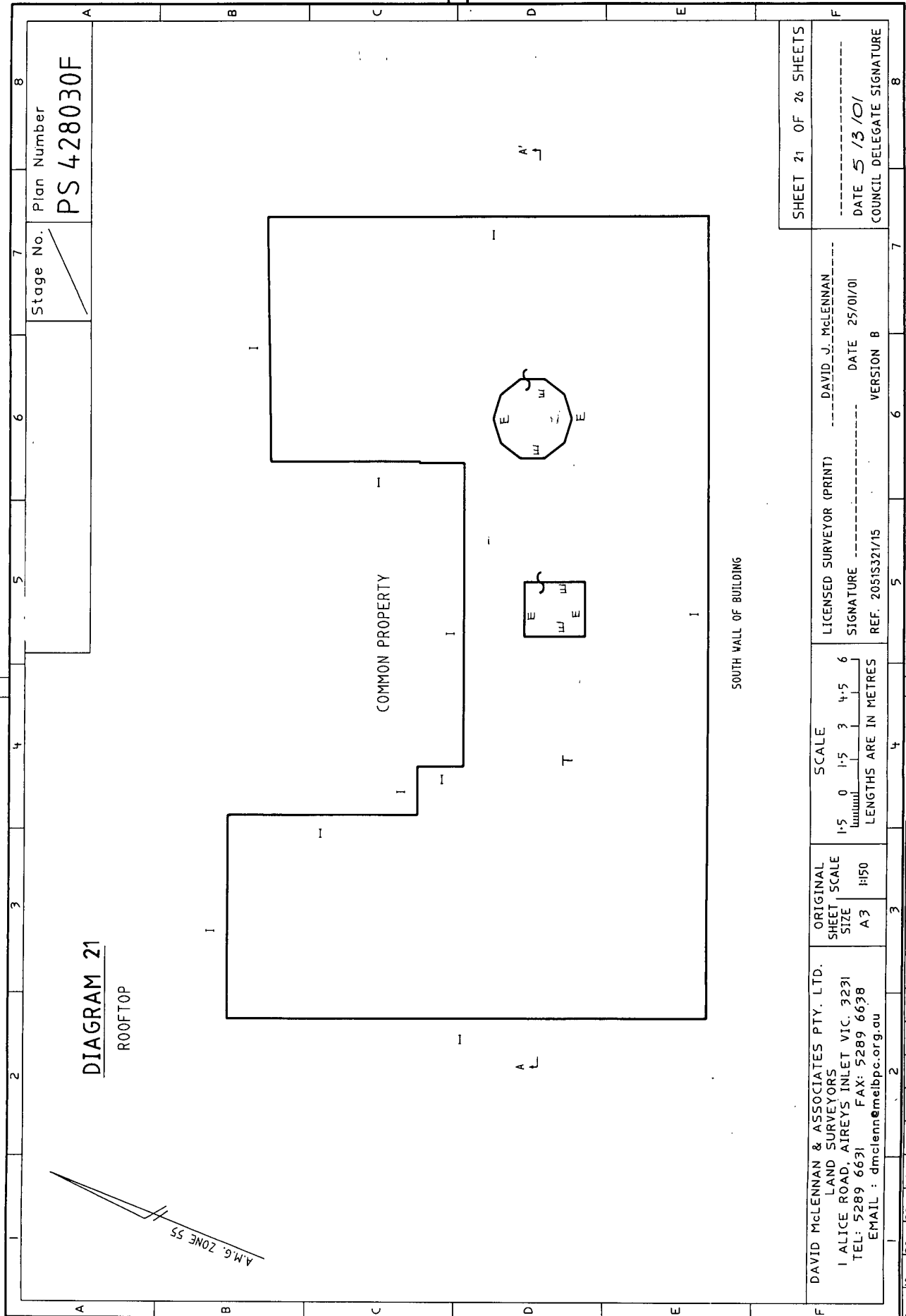
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LENGTHS ARE IN METRES

ORIGINAL SHEET SCALE SIZE A3

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Stage No. / Plan Number  
PS 428030F

SHEET 21 OF 26 SHEETS  
DATE 5/13/01  
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) DAVID J. McLENNAN  
SIGNATURE DATE 25/01/01  
REF. 2051S321/15 VERSION B

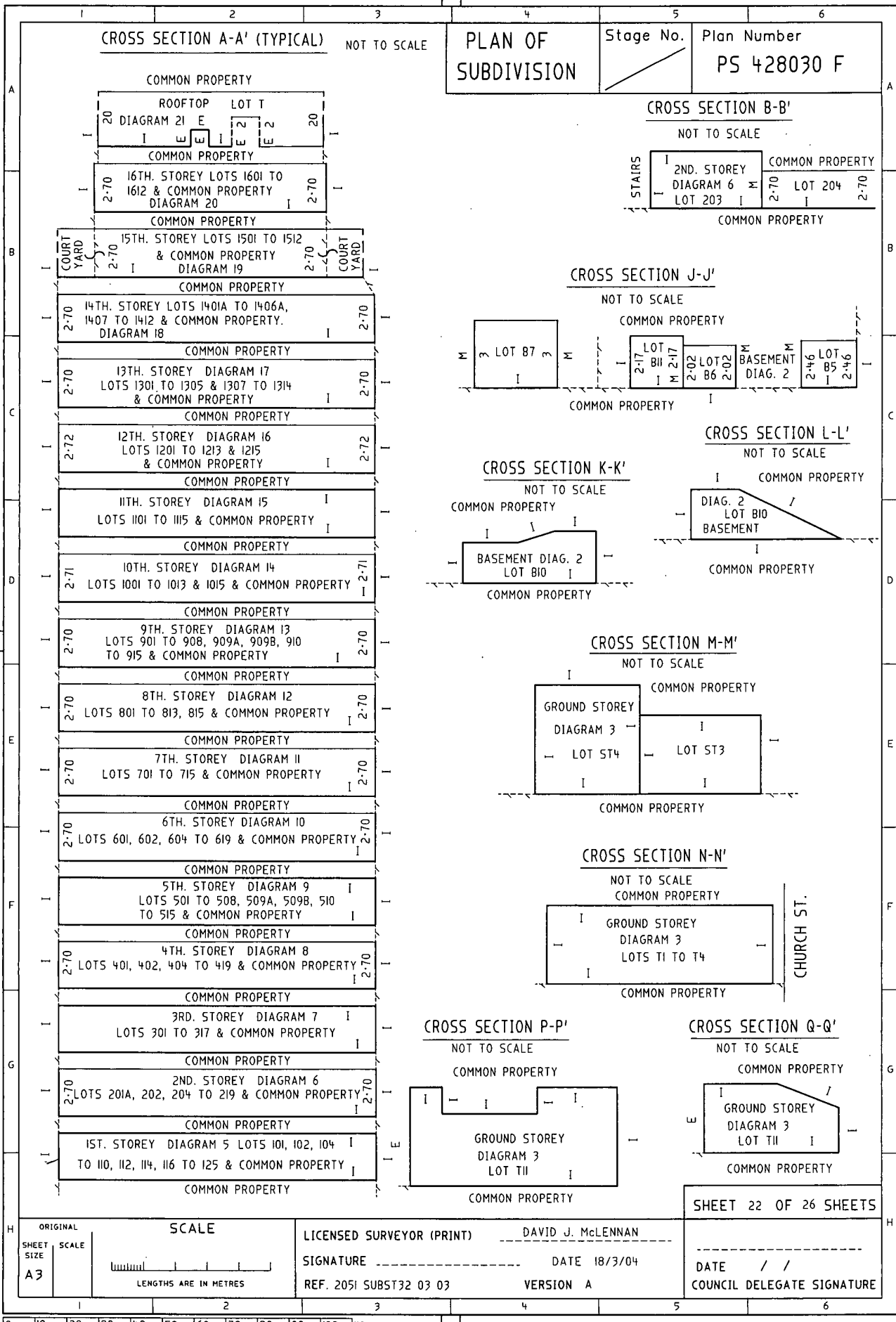
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LENGTHS ARE IN METRES

ORIGINAL SHEET SCALE SIZE A3 1:150

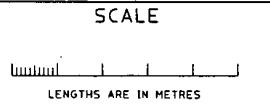
DAVID McLENNAN & ASSOCIATES PTY. LTD.  
LAND SURVEYORS  
1 ALICE ROAD, AIREYS INLET VIC. 3221  
TEL: 5289 6631 FAX: 5289 6638  
EMAIL: dmclenn@melbpc.org.au

SOUTH WALL OF BUILDING



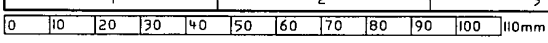


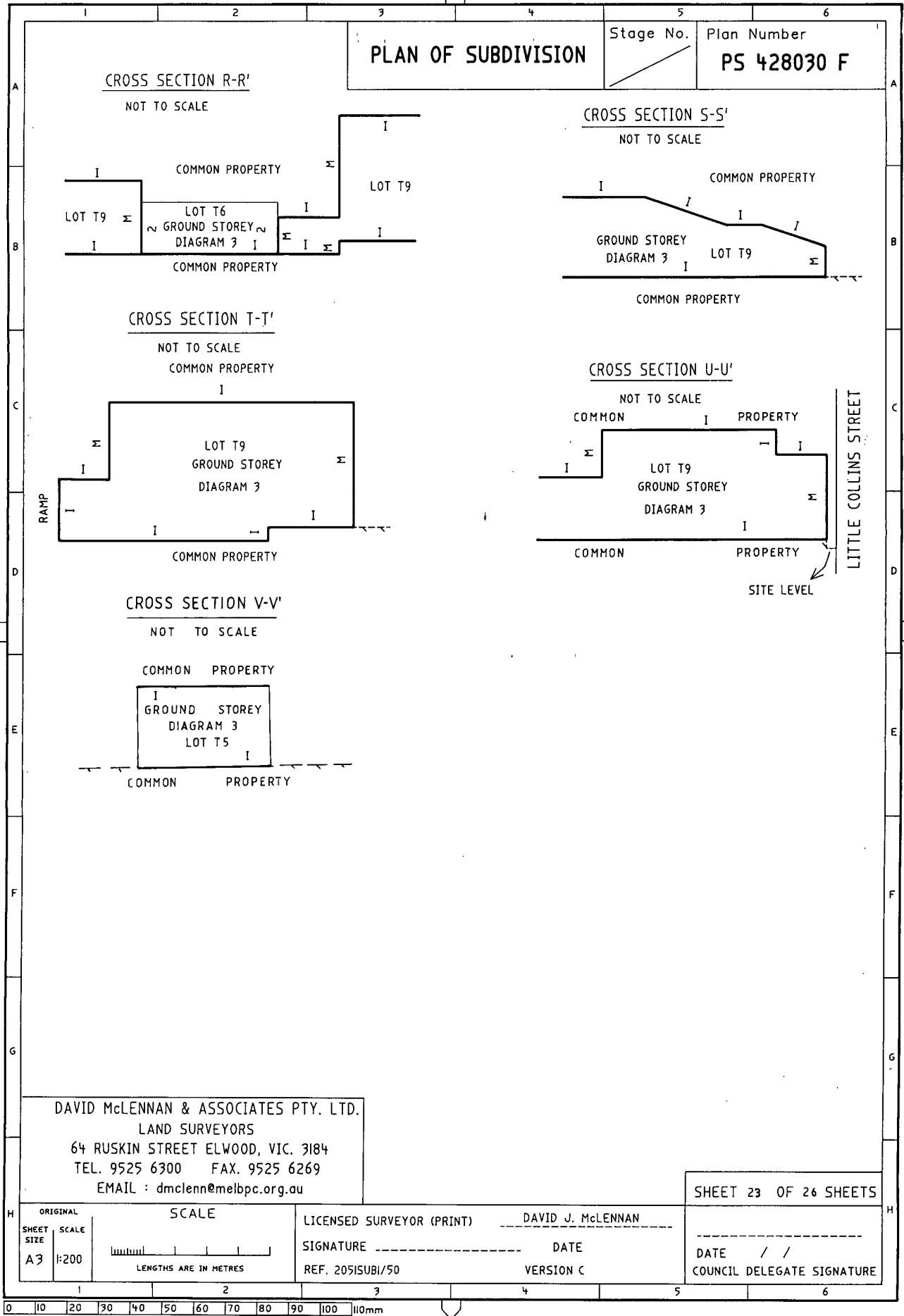
ORIGINAL SHEET SIZE A3

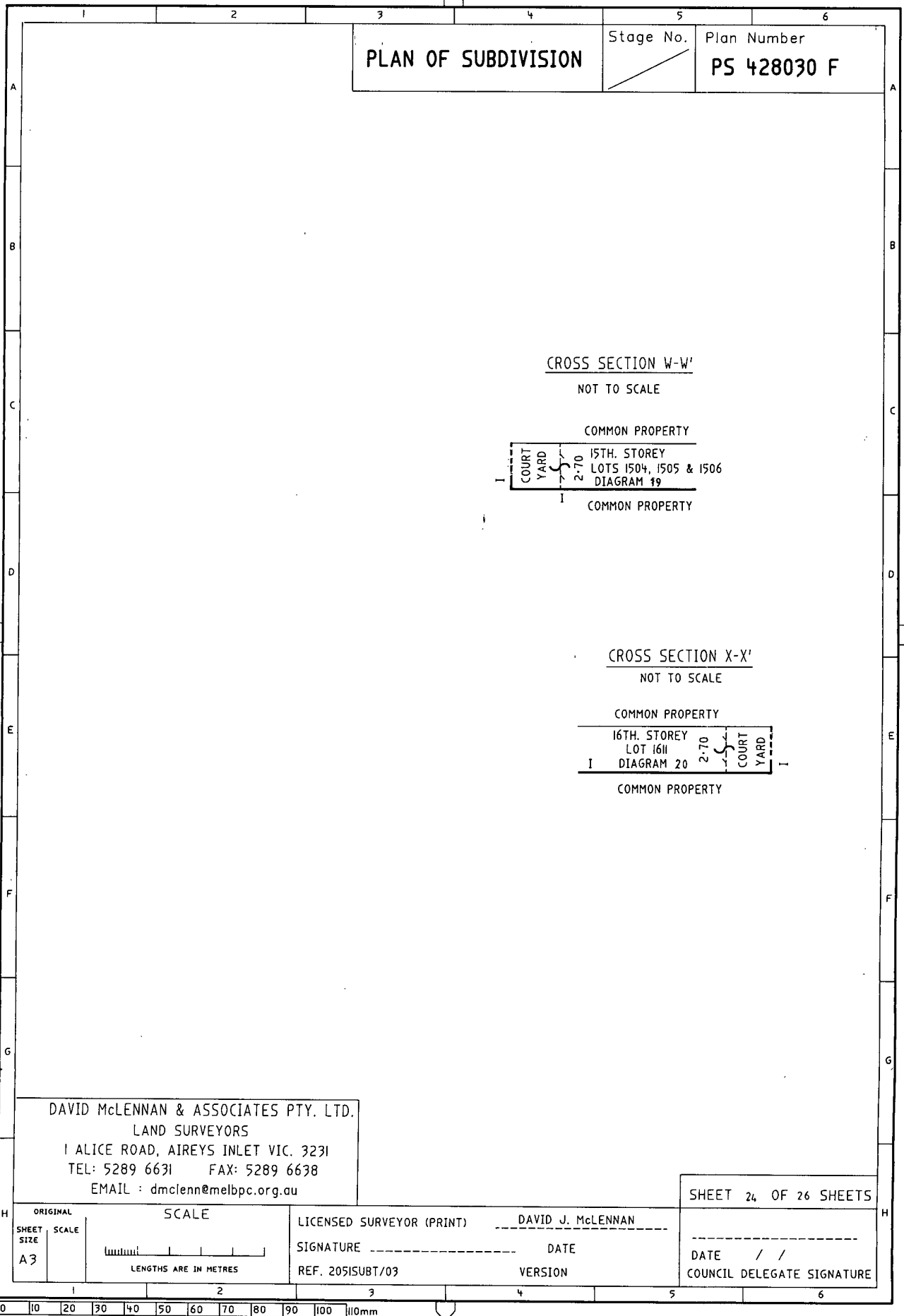


LICENSED SURVEYOR (PRINT) DAVID J. McLENNAN  
 SIGNATURE \_\_\_\_\_ DATE 18/3/04  
 REF. 2051 SUBST32 03 03 VERSION A

SHEET 22 OF 26 SHEETS  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_



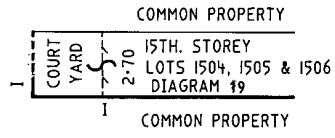




<b>PLAN OF SUBDIVISION</b>	Stage No.	Plan Number
	/	<b>PS 428030 F</b>

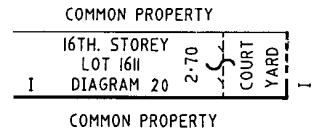
CROSS SECTION W-W'

NOT TO SCALE



CROSS SECTION X-X'

NOT TO SCALE



DAVID McLENNAN & ASSOCIATES PTY. LTD.  
 LAND SURVEYORS  
 1 ALICE ROAD, AIREYS INLET VIC. 3231  
 TEL: 5289 6631 FAX: 5289 6638  
 EMAIL : dmclenn@melbpc.org.au

SHEET 24 OF 26 SHEETS

ORIGINAL SHEET SIZE A3	SCALE  LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) <u>DAVID J. McLENNAN</u> SIGNATURE _____ DATE _____ REF. 205ISUBT/03	VERSION _____ DATE / / COUNCIL DELEGATE SIGNATURE _____
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**PS428030F**

**Owners corporation information  
formerly contained on Sheets**

**25, 26**

**of this plan is now available in the Owners  
Corporation Search Report**

**Sheets**

**26**

**have been removed from this plan**





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 03/03/2021 06:37:38 PM

**OWNERS CORPORATION  
PLAN NO. PS428030F**

The land in PS428030F is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 101, 102, 104 - 110, 112, 114, 116 - 125, 201A, 202 - 219, 301 - 317, 401, 402, 404 - 419, 501 - 508, 509A, 509B, 510 - 515, 601, 602, 604 - 619, 701 - 715, 801 - 813, 815, 901 - 908, 909A, 909B, 910 - 915, 1001 - 1013, 1015, 1101 - 1115, 1201 - 1213, 1215, 1301 - 1305, 1307 - 1314, 1407 - 1418, 1501 - 1512, 1601 - 1612, B1, B2, B3, B4, B5, B6, B7, B10, B11, B101, B102, B103, B104, B106, B107, B108, B109, B110, B111, B112, B113, B114, B115, B116, B117, B118, B119, B120, B121, B122, B123, B124, B125, M1, M2, ST3, ST4, T, T1, T2, T3, T4, T5, T6, T7, T8, T9, T10, T11.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

LR REED (CITY) PTY LTD LEVEL 1 405 COLLINS STREET MELBOURNE VIC 3000

AG716003E 26/08/2009

### 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:

1. W966131P 13/09/2000

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 101	1	1
Lot 102	359	359
Lot 104	166	166
Lot 105	439	439



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION  
PLAN NO. PS428030F**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	394	394
Lot 107	243	243
Lot 108	221	221
Lot 109	360	360
Lot 110	228	228
Lot 112	168	168
Lot 114	236	236
Lot 116	203	203
Lot 117	1	1
Lot 118	327	327
Lot 119	601	601
Lot 120	325	325
Lot 121	201	201
Lot 122	522	522
Lot 123	237	237
Lot 124	265	265
Lot 125	1	1
Lot 201A	2	2
Lot 202	327	327
Lot 203	1	1
Lot 204	279	279
Lot 205	510	510
Lot 206	240	240
Lot 207	201	201
Lot 208	370	370
Lot 209	309	309
Lot 210	456	456
Lot 211	455	455
Lot 212	350	350



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION  
PLAN NO. PS428030F**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 213	333	333
Lot 214	205	205
Lot 215	308	308
Lot 216	570	570
Lot 217	386	386
Lot 218	327	327
Lot 219	1	1
Lot 301	218	218
Lot 302	346	346
Lot 303	563	563
Lot 304	622	622
Lot 305	583	583
Lot 306	281	281
Lot 307	388	388
Lot 308	283	283
Lot 309	435	435
Lot 310	307	307
Lot 311	502	502
Lot 312	481	481
Lot 313	391	391
Lot 314	466	466
Lot 315	267	267
Lot 316	160	160
Lot 317	1	1
Lot 401	1	1
Lot 402	327	327
Lot 404	337	337
Lot 405	510	510
Lot 406	240	240





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION  
PLAN NO. PS428030F**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 407	201	201
Lot 408	370	370
Lot 409	309	309
Lot 410	456	456
Lot 411	455	455
Lot 412	350	350
Lot 413	333	333
Lot 414	205	205
Lot 415	308	308
Lot 416	570	570
Lot 417	386	386
Lot 418	327	327
Lot 419	1	1
Lot 501	1	1
Lot 502	671	671
Lot 503	472	472
Lot 504	542	542
Lot 505	877	877
Lot 506	372	372
Lot 507	343	343
Lot 508	470	470
Lot 509A	437	437
Lot 509B	487	487
Lot 510	381	381
Lot 511	381	381
Lot 512	413	413
Lot 513	377	377
Lot 514	150	150
Lot 515	1	1



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION  
PLAN NO. PS428030F**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 601	1	1
Lot 602	327	327
Lot 604	337	337
Lot 605	510	510
Lot 606	240	240
Lot 607	201	201
Lot 608	370	370
Lot 609	309	309
Lot 610	456	456
Lot 611	455	455
Lot 612	350	350
Lot 613	333	333
Lot 614	205	205
Lot 615	308	308
Lot 616	570	570
Lot 617	386	386
Lot 618	327	327
Lot 619	1	1
Lot 701	1	1
Lot 702	671	671
Lot 703	472	472
Lot 704	542	542
Lot 705	877	877
Lot 706	372	372
Lot 707	343	343
Lot 708	470	470
Lot 709	924	924
Lot 710	381	381
Lot 711	381	381



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION  
PLAN NO. PS428030F**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 712	413	413
Lot 713	377	377
Lot 714	150	150
Lot 715	1	1
Lot 801	1	1
Lot 802	680	680
Lot 803	470	470
Lot 804	541	541
Lot 805	866	866
Lot 806	367	367
Lot 807	343	343
Lot 808	465	465
Lot 809	924	924
Lot 810	381	381
Lot 811	381	381
Lot 812	406	406
Lot 813	378	378
Lot 815	1	1
Lot 901	1	1
Lot 902	671	671
Lot 903	472	472
Lot 904	542	542
Lot 905	877	877
Lot 906	372	372
Lot 907	343	343
Lot 908	470	470
Lot 909A	437	437
Lot 909B	487	487
Lot 910	381	381



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION  
PLAN NO. PS428030F**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 911	381	381
Lot 912	413	413
Lot 913	377	377
Lot 914	150	150
Lot 915	1	1
Lot 1001	1	1
Lot 1002	680	680
Lot 1003	470	470
Lot 1004	541	541
Lot 1005	866	866
Lot 1006	367	367
Lot 1007	343	343
Lot 1008	465	465
Lot 1009	924	924
Lot 1010	381	381
Lot 1011	381	381
Lot 1012	406	406
Lot 1013	378	378
Lot 1015	1	1
Lot 1101	1	1
Lot 1102	671	671
Lot 1103	472	472
Lot 1104	542	542
Lot 1105	877	877
Lot 1106	372	372
Lot 1107	343	343
Lot 1108	470	470
Lot 1109	924	924
Lot 1110	381	381



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION  
PLAN NO. PS428030F**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1111	381	381
Lot 1112	413	413
Lot 1113	377	377
Lot 1114	150	150
Lot 1115	1	1
Lot 1201	1	1
Lot 1202	680	680
Lot 1203	470	470
Lot 1204	541	541
Lot 1205	866	866
Lot 1206	367	367
Lot 1207	343	343
Lot 1208	465	465
Lot 1209	924	924
Lot 1210	381	381
Lot 1211	381	381
Lot 1212	406	406
Lot 1213	378	378
Lot 1215	1	1
Lot 1301	1	1
Lot 1302	686	686
Lot 1303	458	458
Lot 1304	1047	1047
Lot 1305	825	825
Lot 1307	668	668
Lot 1308	982	982
Lot 1309	470	470
Lot 1310	392	392
Lot 1311	419	419



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION  
PLAN NO. PS428030F**

### Entitlement and Liability:

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Land Parcel	Entitlement	Liability
Lot 1312	361	361
Lot 1313	1	1
Lot 1314	156	156
Lot 1407	293	293
Lot 1408	571	571
Lot 1409	501	501
Lot 1410	631	631
Lot 1411	427	427
Lot 1412	524	524
Lot 1413	573	573
Lot 1414	639	639
Lot 1415	514	514
Lot 1416	555	555
Lot 1417	652	652
Lot 1418	1	1
Lot 1501	566	566
Lot 1502	484	484
Lot 1503	478	478
Lot 1504	234	234
Lot 1505	208	208
Lot 1506	312	312
Lot 1507	457	457
Lot 1508	408	408
Lot 1509	393	393
Lot 1510	511	511
Lot 1511	1	1
Lot 1512	1	1
Lot 1601	247	247
Lot 1602	413	413



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION  
PLAN NO. PS428030F**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1603	459	459
Lot 1604	525	525
Lot 1605	462	462
Lot 1606	310	310
Lot 1607	403	403
Lot 1608	443	443
Lot 1609	497	497
Lot 1610	489	489
Lot 1611	406	406
Lot 1612	1	1
Lot B1	1	1
Lot B2	1	1
Lot B3	1	1
Lot B4	1	1
Lot B5	1	1
Lot B6	1	1
Lot B7	1	1
Lot B10	1	1
Lot B11	1	1
Lot B101	2	2
Lot B102	2	2
Lot B103	2	2
Lot B104	3	3
Lot B106	1	1
Lot B107	1	1
Lot B108	1	1
Lot B109	1	1
Lot B110	1	1
Lot B111	1	1



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION  
PLAN NO. PS428030F**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot B112	1	1
Lot B113	2	2
Lot B114	2	2
Lot B115	1	1
Lot B116	2	2
Lot B117	2	2
Lot B118	2	2
Lot B119	2	2
Lot B120	2	2
Lot B121	2	2
Lot B122	2	2
Lot B123	2	2
Lot B124	2	2
Lot B125	2	2
Lot M1	563	563
Lot M2	913	913
Lot ST3	1	1
Lot ST4	1	1
Lot T	1	1
Lot T1	418	418
Lot T2	353	353
Lot T3	372	372
Lot T4	292	292
Lot T5	133	133
Lot T6	1	1
Lot T7	360	360
Lot T8	261	261
Lot T9	1414	1414
Lot T10	197	197





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 03/03/2021 06:37:38 PM

**OWNERS CORPORATION  
PLAN NO. PS428030F**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot T11	195	195
<b>Total</b>	<b>99486.00</b>	<b>99486.00</b>

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.

Statement End.

# Valuation and rate notice 2020-2021

For the period 1 July 2020 - 30 June 2021



Tee Squared Properties Pty Ltd  
PO Box 75  
SUNSHINE VIC 3020

## Tax invoice

No GST has been charged

Assessment no. 70403 1

Date of issue 4 Sep 2020

### QUESTIONS?

Web: [melbourne.vic.gov.au/rates](http://melbourne.vic.gov.au/rates)  
Email: [rates@melbourne.vic.gov.au](mailto:rates@melbourne.vic.gov.au)  
Phone: 03 9658 9658  
Business hours, Monday to Friday

**Property** Suite 509A, 530 Little Collins Street, MELBOURNE VIC 3000

**Legal description** Lot 509A PS428030F

Valuations	Effective date
NAV 16,850	1 Jul 2020
Site value 70,000	Valued as at 1 Jan 2020
CIV 305,000	Interest rate 10%
AVPCC 220 -Office Premises	Land use Commercial

### Details of account

(important, please read overleaf)

	Amount
Commercial Rates @ 4.4159 cents in the \$ of NAV.	\$744.08
FSPL @ \$230 plus 61.1 cents per \$1,000 of CIV	\$416.36

### OPTION 1 (DIRECT DEBIT AVAILABLE)

Pay in full by **\$1,160.44**  
15 February 2021

Late payments will attract interest (see over page)  
**\*Any unpaid arrears, interest and legal costs are overdue and must be paid immediately**

### OPTION 2 (DIRECT DEBIT AVAILABLE)

Pay in four instalments.

**Instalment 1 \$290.11**  
30 September 2020

If paying by instalments, you must pay first instalment by this due date. If you pay after this date, the amount paid will be accepted as part payment, with the balance payable in full by 15 February 2021.

**Instalment 2 \$290.11**  
30 November 2020

**Instalment 3 \$290.11**  
28 February 2021

**Instalment 4 \$290.11**  
31 May 2021

### OPTION 3 (DIRECT DEBIT ONLY)

Pay in 10 instalments by direct debit only.  
See overleaf for details.

## FSPL - Fire Services Property Levy (State Government Charge)

### Payment methods

Assessment no. 70403 1

### Direct debit now available on annual payments (see over for details)

Property Suite 509A, 530 Little Collins Street, MELBOURNE VIC 3000

**B PAY**  
Billers code: 79616  
Ref: 10704031

**BPAY**® this payment via Internet or phone banking  
**BPAY View**® - View and pay this bill using internet banking.  
**BPAY View Registration No.:** 10704031  
Credit cards not accepted.



**Direct debit** Credit cards not accepted.  
To apply call 03 9658 9658 or visit  
[melbourne.vic.gov.au/rates](http://melbourne.vic.gov.au/rates)



**MasterCard or Visa**  
Credit card payments will attract an additional fee being the recovery of financial institution charges.



Please tick the amount you are paying in the box below.

- Option 1 **\$1,160.44**  
 Option 2 **\$290.11**



Telephone 1300 130 453



Internet [melbourne.vic.gov.au/rates](http://melbourne.vic.gov.au/rates)



**By mail**  
City of Melbourne  
GPO Box 1839 Melbourne 3001  
**Council will not be responsible for late postal deliveries.**



**In person**  
Melbourne Town Hall  
90-130 Swanston St, Melbourne 3000  
Business hours, Monday to Friday.  
Cash payments not accepted after 30 September 2019. Card payment available.



\*875 0891 0000000010704031 19

+10070403100000>

+000891+

<0000000000>

<0000116044>

+444+

## OPTION 3 PAYMENTS



### Direct debit only

Ten monthly instalments payable by direct debit only. Payments will be deducted from the nominated bank account on the last day of the month from September through to May. The June payment will be deducted on 25 June 2021.

**If payment due date falls on a weekend or public holiday, it is deducted the next working day.**

For a direct debit application form and for more information about this payment method, visit [melbourne.vic.gov.au/rates](http://melbourne.vic.gov.au/rates) or phone 03 9658 9658.

## ANY QUESTIONS?



**Find out how your rates are calculated, what they go towards, as well as payment information and how to change your address at [melbourne.vic.gov.au/rates](http://melbourne.vic.gov.au/rates)**

**Phone:** 03 9658 9658

**Mail:** GPO Box 2158 Melbourne  
VIC 3001

**Email:** [rates@melbourne.vic.gov.au](mailto:rates@melbourne.vic.gov.au)



### Interpreter Services

Speak a language other than English? We can help.

Call 03 9280 0726. Deaf, speech or hearing impaired? Contact National Relay Service: Teletypewriter (TTY) 133 677 ask for 03 9658 9658  
Speak & Listen 1300 555 727

## DIRECT DEBIT



### Direct debit – set and forget

Avoid late fees by ensuring your payments occur automatically. Sign up at [melbourne.vic.gov.au/rates](http://melbourne.vic.gov.au/rates)

Direct debits will occur automatically each year unless you opt out by informing City of Melbourne in writing. Further information at [melbourne.vic.gov.au/rates](http://melbourne.vic.gov.au/rates)

## SAVE PAPER



**Save paper and get your rates notice by email.** Visit [melbourne.vic.gov.au/rates](http://melbourne.vic.gov.au/rates) and have your rates notice with you.

## Important information

### State government rates cap

We've complied with the Victorian Government's rates cap of 2 per cent. The cap applies to the total annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

For more information visit [delwp.vic.gov.au/faqrates](http://delwp.vic.gov.au/faqrates)

### \*Interest penalties for late payment

Penalty interest on any arrears of rates and charges will continue to accrue. Interest will be calculated from the date when each quarterly instalment was due, irrespective of whether or not a ratepayer has chosen to pay by the instalment or lump sum option.

### Objection to valuation

If you are aggrieved by the valuation of your property and wish to discuss the values, or need a prescribed form to lodge a formal objection, visit [melbourne.vic.gov.au/valuations](http://melbourne.vic.gov.au/valuations) or call 03 9658 9658. The prescribed form must be completed and lodged with the City of Melbourne within two (2) months from the date of issue on the front of this notice.

Valuation objections will be processed by the Valuer General Victoria.

**You must pay your rates as assessed on this notice by the dates outlined pending the outcome of any objection.**

The valuations shown on this notice may be used by other authorities for the purpose of a rate or tax.

### Appeal against rates

If you are aggrieved by any rate or charge, or by anything included or excluded from the rates or charge, other than in respect of the assessment of the value, you may appeal to the county court for a review of the rate or charge.

### Review of differential rating

If you're an owner or occupier of land whose interests are affected by a decision of the Council to classify or not to classify that land as being for a particular type or class for differential rating purposes, you may apply to VCAT for review of the decision.

### Valuation definitions

**Site value** is the value of the land.

**NAV (Net Annual Value) residential** is 5 per cent of the capital improved value.

**NAV non-residential** is approximately the annual net rental value of the property.

**CIV (Capital Improved Value)** is the total market value of the land plus buildings and improvements.

**AVPCC** - Australian Valuation Property Classification Code.

### Objection to Fire Services Property Levy

If you disagree with the valuation or Australian Valuation Property Classification Code (AVPCC) you can call us on 03 9658 9658. If you're the owner of the land you may apply for a waiver, deferral or concession in respect of the leviable land under s.27 of the *Fire Services Property Levy Act 2012* for rateable land and s.28 for non-rateable residential land.

### Pensioner concessions

If you are a pensioner and have a current concession card issued by Centrelink or the Department of Veteran Affairs, you may be eligible for a rate rebate on your principal place of residence.

For more information on pensioner concessions visit [melbourne.vic.gov.au/rates](http://melbourne.vic.gov.au/rates) or phone 03 9658 9658.

### Privacy statement

The City of Melbourne collects your personal property information for the purposes of issuing and collecting municipal rates as well as compiling the electoral roll for Council elections. Your information may also be disclosed to other government agencies (regarding works that may affect you or your property) or debt collection agencies (where rates remain unpaid). Read our Privacy Policy at [melbourne.vic.gov.au](http://melbourne.vic.gov.au)

You can change your property information by calling us at 03 9658 9658.





City West Water™



373988-001 003896(16137) 0023  
TEE SQUARED PROPERTIES PTY LTD  
PO BOX 75  
SUNSHINE VIC 3020



My account number is

1251 2259 7139

Invoice No. T561893071

Service Address Unit 509a/530 Little Collins Street  
Melbourne  
Lot 509a Plan 428030

Issue Date 9 Feb 2021

Water Faults & Emergencies (24 hours) 132 642

Enquiries & Support (8.30am-5.00pm Mon-Fri)  
Credit Card Payments & Balances (24 hours) 131 691

Interpreter Service 9313 8989

Mail Cheques GPO Box 1152, Melbourne Vic 3001

General Mail Locked Bag 350, Sunshine Vic 3020

City West Water Corporation

ABN 70 066 902 467

[citywestwater.com.au](http://citywestwater.com.au)

### Account summary

	PREVIOUS BILL	\$231.28
	RECEIVED	\$231.28
	BALANCE	\$0.00
	NETWORK CHARGES	\$192.10
	OTHER CHARGES	\$39.18
	CURRENT	\$231.28
	PLEASE PAY	\$231.28

### Having trouble paying your bill?






We're here to help and have a range of payment options to support you at this time.

Visit [citywestwater.com.au/assist](http://citywestwater.com.au/assist) to find out more.

Visit our website today



# Details of charges - Non-Residential

Previous Bill		\$231.28
Previous Bill		\$231.28
Payments Received		-\$231.28
01/12/2020		-\$231.28
 <b>BALANCE FORWARD</b>		<b>\$0.00</b>
<b>Network Charges</b>	<b>Charge Period</b>	<b>Charge \$</b>
Water Network Charge	(01/01/2021 to 31/03/2021)	\$76.77
Sewerage Network Charge	(01/01/2021 to 31/03/2021)	\$115.33
 <b>TOTAL NETWORK CHARGES</b>		<b>\$192.10</b>
<b>Other Charges</b>	<b>Net annual value (NAV)<sup>^</sup></b>	<b>Rate in NAV \$</b>
Waterways & Drainage Charge <sup>^</sup> (01/01/2021 to 31/03/2021)	\$12,878	0.004447
	<b>Minimum</b>	<b>Charge \$</b>
		\$39.18
 <b>TOTAL OTHER AUTHORITIES' CHARGES</b>		<b>\$39.18</b>
 <b>CURRENT CHARGES</b>		<b>\$231.28</b>
 <b>FINAL TOTAL, PLEASE PAY THIS AMOUNT</b>		<b>\$231.28</b>

Visit [citywestwater.com.au/charges](http://citywestwater.com.au/charges) or call 131 691 for more details about these charges.

## Greater Western Water – a new era

On 1 July 2021, City West Water and Western Water will integrate to form a new water corporation – Greater Western Water. This new entity will service Melbourne's inner city and fast-growing west. Learn more at [citywestwater.com.au/gww](http://citywestwater.com.au/gww)

## Waterways & Drainage Charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. Customers in rural areas are charged at a lower rate to reflect the reduced services compared to urban customers. Learn more at [MelbourneWater.com.au/wwdc](http://MelbourneWater.com.au/wwdc)

## Set your account to Direct Debit

Changing to Direct Debit gives you peace of mind with a range of flexible payment options. Visit us at [citywestwater.com.au/directdebit](http://citywestwater.com.au/directdebit)

The right of City West Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

Page 2 of 6

CCSPRT\_2102090018095.PRO>BIL\_v|JAN21.10>09/02/21>10:05:12>---

**Service Address:** Unit 509a/530 Little Collins Street Melbourne

DATE PAID	AMOUNT PAID	RECEIPT NO	My account number is 1251 2259 7139
-----------	-------------	------------	--

 **Direct Debit:** Visit [citywestwater.com.au/paymentoptions](http://citywestwater.com.au/paymentoptions) or call 131 691

 **Mail cheque:** Post this slip with your cheque payable to: **City West Water, GPO Box 1152, Melbourne Vic 3001**

 **Credit Card:** Visit [citywestwater.com.au/pay](http://citywestwater.com.au/pay) or call 131 691 to pay via Visa or Mastercard on our 24 hours credit card payment system (\$100,000 limit)

 **Telephone and Internet Banking - BPAY<sup>®</sup>:** Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at [bpay.com.au](http://bpay.com.au)

 **Post BillPay:** Pay in person at any Post Office or agency, call 131 816 or visit [postbillpay.com.au](http://postbillpay.com.au)



\*362 125122597139

+00125122597139>

+009201+

<0561893071>

<0000023128>

+444+

# Owners Corporation Fee Notice

Owners Corporation Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

## Tax Invoice

Issued 27/11/2020 on behalf of:

Tee Squared Properties Pty Ltd  
 P.O BOX 75  
 SUNSHINE VIC 3020

Owners Corporation No. 428030F  
 ABN 34186500647  
 Exchange Tower  
 530 Little Collins Street  
 MELBOURNE VIC 3000  
 for Lot 509A Unit 509A  
 Tee Squared Properties Pty Ltd

The following fees/charges are due (All amounts listed include GST unless otherwise specified)  
 Payment is due within 28 days of the date of this Notice or by the due date specified below

Due date	Details	Amounts due (including GST) (\$)		Total
		Admin Fund	Maintenance	
01/01/2021	Quarterly Admin/Maint Levy 01/01/21 - 31/03/21	1,712.40	433.17	2,145.57
Total due in month		1,712.40	433.17	2,145.57

Total of this notice 2,145.57 (including \$195.05 GST)  
 Arrears 0.00  
 Interest on arrears 0.00  
 Outstanding owner invoices 0.00  
 Subtotal of amount due 2,145.57  
 Prepaid 0.00  
 Total amount due \$2,145.57  
 Payment due 01/01/2021

Interest will be charged on any overdue fees/charges at an annual rate of 10%.  
 The rate of interest has been calculated in accordance with the current rate under the  
 Penalty Interest Rates Act 1983(Vic). This rate is subject to change.  
 Cheques should be made payable to 'Owners Corporation No. 428030F'

### Maintenance Fund Contributions

An increase has been applied to the Maintenance Fund Contributions for the financial period  
 01/01/21 - 31/12/21 as per the approved Maintenance Plan. If you have any queries, please contact our  
 office.



\*Registration is required for payments from cheque or savings  
 accounts. Please complete a registration form available at  
 www.deft.com.au or call 1800 672 162. You do not need to  
 re-register for the internet service if already registered for phone  
 payment. Registration is not required for credit card payments.

Tee Squared Properties Pty Ltd

Owners Corporation 428030F

Lot 509A

Unit 509A



\*442 270062888 33869



Billers code 96503



Pay over the Internet by DEFT  
 Online from your \*pre-registered  
 bank account at www.deft.com.au



Pay by DEFT Phonepay from your  
 \*pre-registered bank account.  
 Call 1300 301 090 or  
 International +612 8232 7395



Credit card payments can be made  
 over the Internet. Log onto  
 www.deft.com.au or call 1300 301  
 090 and follow the instructions. A  
 surcharge will be applicable if you  
 use this option.



Pay by mailing this payment slip with  
 your cheque to:

DEFT Payment Systems  
 GPO Box 2174, Melbourne VIC 3001



Pay in person at any post office by  
 cash, cheque or Eftpos.  
 Payments made at Australia Post will  
 incur a \$2.75 DEFT processing fee.

Contact your participating financial institution to make a BPAY payment  
 from your cheque or savings account. Enter the biller code and your  
 DEFT reference number. To use the QR code, use the reader within your  
 mobile banking app. More info: www.bpay.com.au

Procorp Australia

DEFT Reference Number

270062888 33869

Amount Due

\$2,145.57

Due Date

01/01/2021

Amount Paid

\$

## Important information on fees and charges

(This page is part of the Fee Notice)

### Enquiries

If you have enquiries on the fees listed in this Notice you can contact the Owners Corporation on the telephone number or at the address listed on the front of this form.

### Disputes

The Owners Corporations Act 2006 (the Act), Owners Corporations Regulations (the Regulations) and the Owners Corporation Rules (the Rules) provide a number of options in dealing with disputes regarding Owners Corporations, Managers, Lot Owners and Occupiers: These are:

- The Owners Corporation Internal Dispute Resolution Process
- Conciliation through Consumer Affairs Victoria
- Applications to the Victorian Civil and Administrative Tribunal (VCAT)

#### Internal Dispute Resolution process

If you believe the Manager, a Lot Owner or Occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process. The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing an 'Owners Corporation Complaint' form (available from the Owners Corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the Owners Corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the Owners Corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

#### Conciliation through Consumer Affairs Victoria

You can contact Consumers Affairs Victoria regarding disputes. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or go to [www.consumer.vic.gov.au](http://www.consumer.vic.gov.au)

#### Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the Owners Corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1800 133 055 or go to [www.vcat.vic.gov.au](http://www.vcat.vic.gov.au)



## Property Report

from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 03 March 2021 06:31 PM

**Address:** SUITE 509A/530 LITTLE COLLINS STREET MELBOURNE 3000

**Lot and Plan Number:** Lot 509A PS428030

**Standard Parcel Identifier (SPI):** 509A\PS428030

**Local Government (Council):** MELBOURNE **Council Property Number:** 594097

**Directory Reference:** Melway 2F B5

**Note:** There are 321 properties identified for this site.

These can include units (or car spaces), shops, or part or whole floors of a building.  
Dimensions for these individual properties are generally not available.

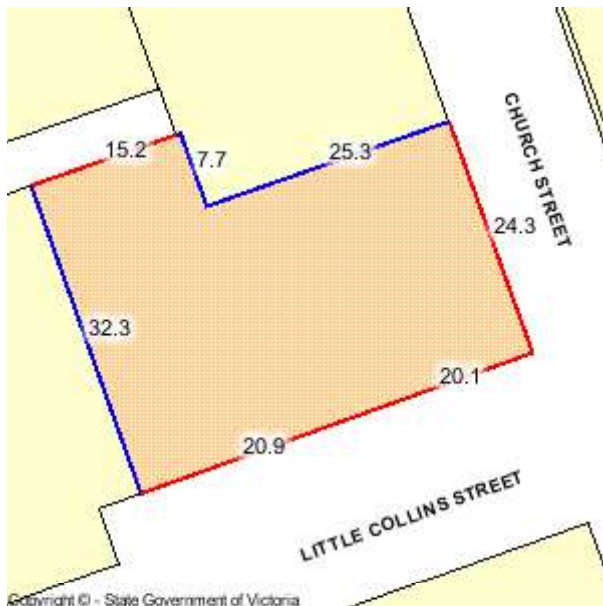
**This property is not in a designated bushfire prone area.**

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

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

### Site Dimensions

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



**Area:** 1123 sq. m

**Perimeter:** 146 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 dimension shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

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

### State Electorates

**Legislative Council:** NORTHERN METROPOLITAN

**Legislative Assembly:** MELBOURNE

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** City West Water

**Melbourne Water:** inside drainage boundary

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

Planning information continued on next page

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## Planning Zone Summary

- Planning Zone:** CAPITAL CITY ZONE (CCZ)  
CAPITAL CITY ZONE - SCHEDULE 1 (CCZ1)
- Planning Overlays:** DESIGN AND DEVELOPMENT OVERLAY (DDO)  
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (AREA 2) (DDO1-A2)  
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 (DDO10)  
PARKING OVERLAY (PO)  
PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)

Planning scheme data last updated on 24 February 2021.

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 [Planning Schemes Online](#)

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](#)

The Planning Property Report includes separate maps of zones and overlays

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

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

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

## Area Map



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From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 03 March 2021 06:31 PM

## PROPERTY DETAILS

Address: **SUITE 509A/530 LITTLE COLLINS STREET MELBOURNE 3000**  
Lot and Plan Number: **Lot 509A PS428030**  
Standard Parcel Identifier (SPI): **509A\PS428030**  
Local Government Area (Council): **MELBOURNE** [www.melbourne.vic.gov.au](http://www.melbourne.vic.gov.au)  
Council Property Number: **594097**  
Planning Scheme: **Melbourne** [planning-schemes.delwp.vic.gov.au/schemes/melbourne](http://planning-schemes.delwp.vic.gov.au/schemes/melbourne)  
Directory Reference: **Melway 2F B5**

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **City West Water**  
Melbourne Water: **inside drainage boundary**  
Power Distributor: **CITIPOWER**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **MELBOURNE**

## Planning Zones

[CAPITAL CITY ZONE \(CCZ\)](#)

[CAPITAL CITY ZONE - SCHEDULE 1 \(CCZ1\)](#)



 CCZ - Capital City

 RDZ1 - Road - Category 1

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

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Read the full disclaimer at [www.land.vic.gov.au/home/copyright-and-disclaimer](http://www.land.vic.gov.au/home/copyright-and-disclaimer)

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

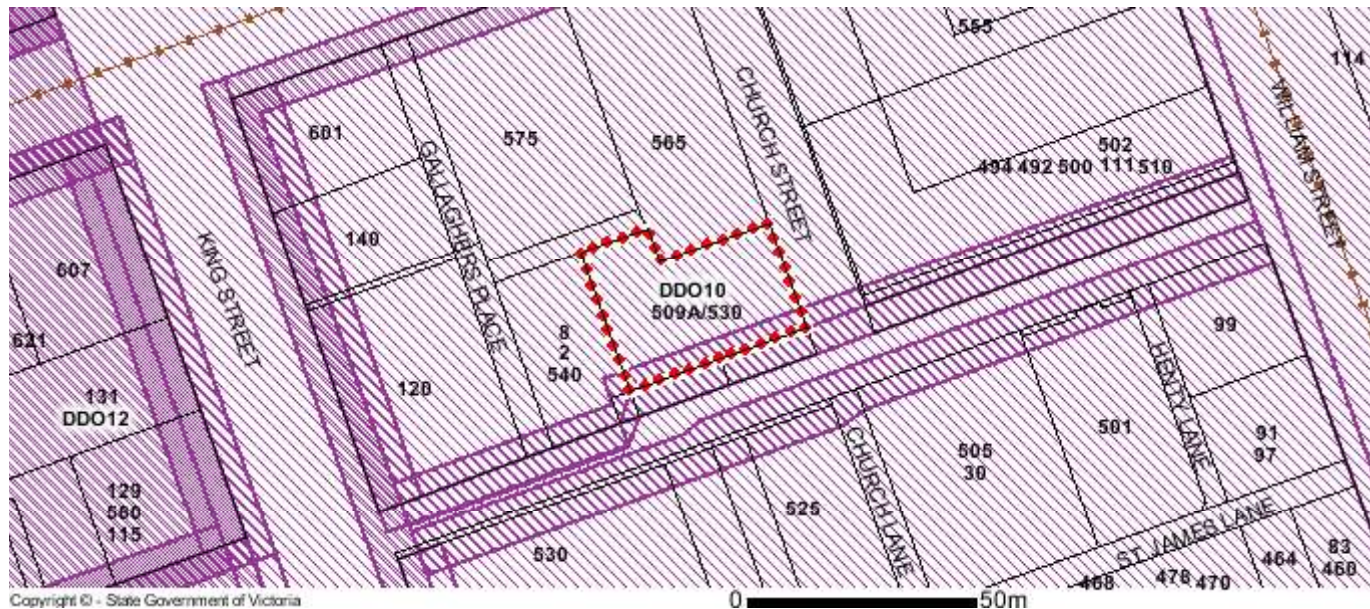


## Planning Overlays

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 \(AREA 2\) \(DDO1-A2\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 \(DDO10\)](#)



DDO - Design and Development

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

[PARKING OVERLAY \(PO\)](#)

[PARKING OVERLAY - PRECINCT 1 SCHEDULE \(PO1\)](#)



PO - Parking

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

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## Planning Overlays

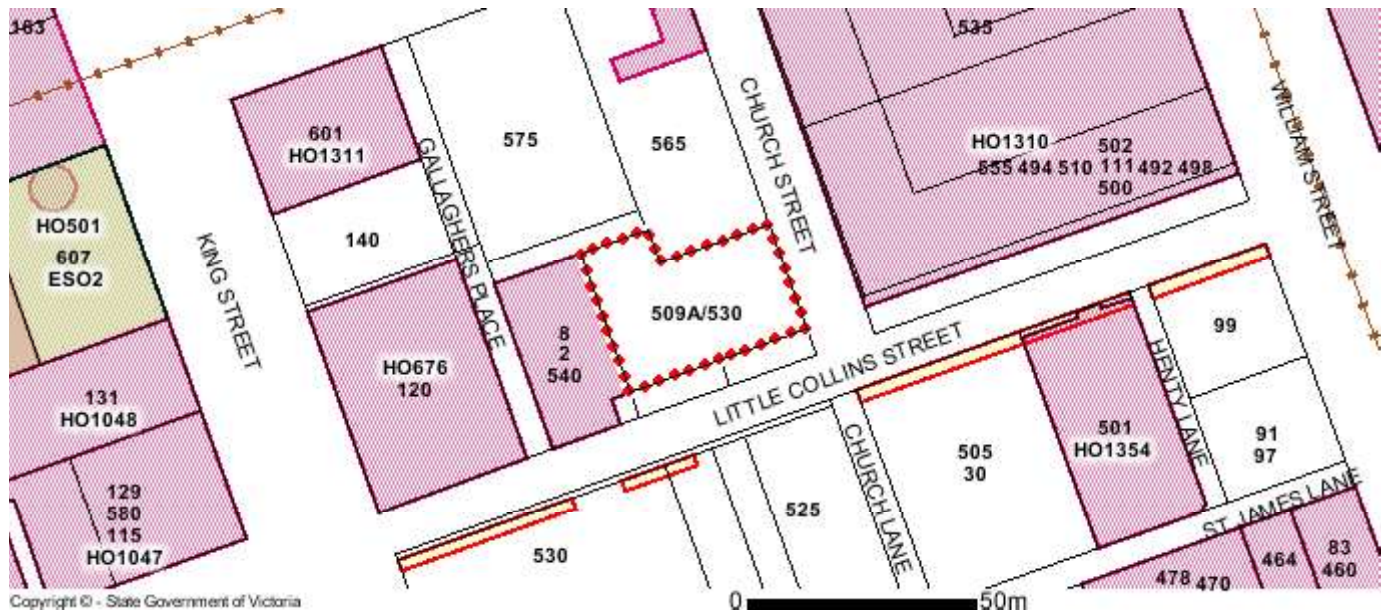
### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

[HERITAGE OVERLAY \(HO\)](#)

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)



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ESO - Environmental Significance

HO - Heritage

PAO - Public Acquisition

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 24 February 2021.

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

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

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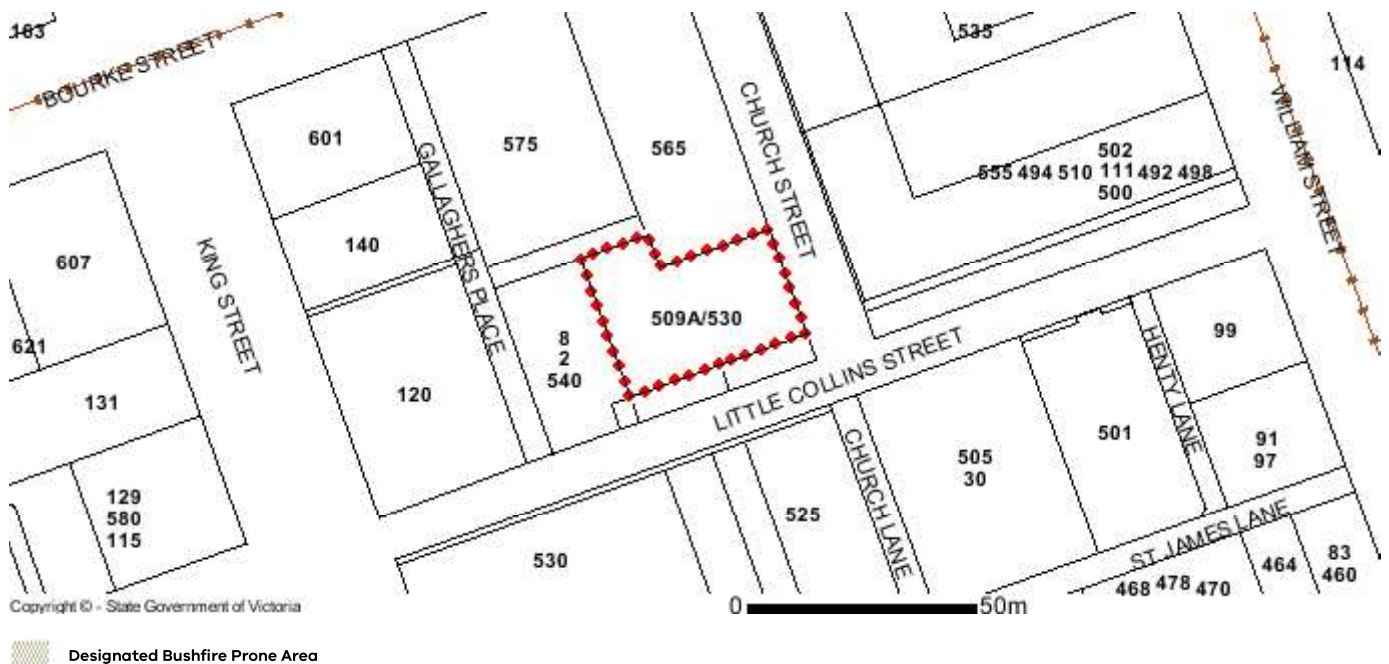
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## Designated Bushfire Prone Area

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

# Statement of lands for period 1 January 2020 to 31 December 2020

Assessment number: 33970197

Level of value date: 1 January 2019

Lands owned as at midnight 31 December 2019 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax. Any adjustment (pro-rata) of the assessed amount is a private arrangement between the buyer and seller.

Item	Address/Municipality	Land ID/References	Single holding tax <sup>†</sup>	Proportional tax <sup>††</sup>	Taxable value
3	SUITE 509A, 530 LITTLE COLLINS ST, MELBOURNE, 3000	032489096 509A S428030	N/A	\$227.73 TS COR	\$65,000
	Note : 50% Coronavirus (COVID-19) land tax relief				
<b>Total taxable value</b>					

## Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must **notify us within 60 days** of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting [sro.vic.gov.au/assessment](http://sro.vic.gov.au/assessment).

## Explanation of codes (for details, go to [sro.vic.gov.au/codes](http://sro.vic.gov.au/codes))

<sup>†</sup>SINGLE HOLDING TAX

<sup>††</sup>PROPORTIONAL TAX

COR

This is the amount of tax you would pay on the one property. This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment. Coronavirus (COVID-19) land tax relief.

TS

Trust Surcharge

# 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 ([consumer.vic.gov.au/duediligencechecklist](http://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.

(04/10/2016)