

**VENDOR'S STATEMENT PURSUANT TO SECTION 32  
OF THE SALE OF LAND ACT 1962**

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

**VENDOR**                    **OVERSTRIKE PTY LTD (ACN 007 096 237) ATF OVERSTRIKE UNIT TRUST**

**PROPERTY**                **20 Madden Avenue, Mildura  
(Lot 1 on Title Plan 674924W and being the land more particularly described in Certificate of  
Title Volume 07457 Folio 163)**

**1. FINANCIAL MATTERS**

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

(a) Their amounts are as follows:

| <b>Authority</b>   | <b>Amount</b> | <b>Interest (if any)</b> |
|--|---------------|--------------------------|
| Mildura Rural City Council per annum 2020-21             | \$4,363.34    |                          |
| Lower Murray Water per qtr 2020-21 *not rated separatley | \$227.14      |                          |

(b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:

- (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
- (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

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

Nil.

**1.3 Terms Contract**

This section 1.3 only applies if the 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, particulars are as follows:

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 to the receipt of rents and profits, are as follows:

Nil.

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

- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

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

### **3.2 Road Access**

There is access to the property by road.

### **3.3 Designated Bushfire Prone Area**

The land is not in a bushfire prone area under section 192A of the *Building Act 1993*.

### **3.4 Planning Scheme**

Attached is a certificate with the required specified information.

## **4. NOTICES**

### **4.1 Notice, Order, Declaration, Report or Recommendation**

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

Nil.

### **4.2 Agricultural Chemicals**

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is

not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Nil.

**4.3 Compulsory Acquisition**

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

Nil.

**5. BUILDING PERMITS**

No building permits have been issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land).

**6. OWNERS CORPORATION**

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

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

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

**7.1 Work-in-Kind Agreement**

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

**7.2 GAIC Recording**

The land is not affected by the GAIC.

**8. SERVICES**

The following services are **not** connected to the land:

- (a) telephone services

**9. TITLE**

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

**10. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

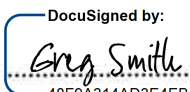
There is no certificate relating to Energy Efficiency Information applicable.

**11. DUE DILIGENCE CHECKLIST**

*The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to the 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.*

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

Date of this Statement: 17 August 2021 / ..... / .....

Signature of the vendor:  .....  
Signed by Director/Secretary on behalf of Overstrike Pty Ltd ATF Overstrike Unit Trust (ABN 64 283 700 172)

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

Date of this Acknowledgment: ..... / ..... / .....

Signature of the purchaser: .....

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

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

VOLUME 07457 FOLIO 163

Security no : 124091465083K  
Produced 28/07/2021 11:42 AM

LAND DESCRIPTION

Lot 1 on Title Plan 674924W (formerly known as Lot 11 Block D Section 22 on Plan of Subdivision 002144).  
PARENT TITLE Volume 04195 Folio 954  
Created by instrument 2344665 27/09/1950

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
OVERSTRIKE PTY LTD of 901 WHITE HORSE RD BOX HILL  
P220478G 29/05/1989

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  
P552764V 01/12/1989

DIAGRAM LOCATION

SEE TP674924W 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: 20 MADDEN AVENUE MILDURA VIC 3500

DOCUMENT END

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Delivered by LANDATA®, timestamp 28/07/2021 11:44 Page 1 of 1

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| <b>TITLE PLAN</b>  | <b>EDITION 1</b>   | <b>TP 674924W</b>   |                             |  |   |  |  |  |
|--|--|---|-----------------------------|--|---|--|--|--|
| <p><b>Location of Land</b></p> <p>Parish: MILDURA<br/>                 Township:<br/>                 Section:<br/>                 Crown Allotment:<br/>                 Crown Portion: 1 (PT)</p> <p>Last Plan Reference: LP 2144<br/>                 Derived From: VOL 7457 FOL 163<br/>                 Depth Limitation: NIL</p>   | <p style="text-align: center;"><b>Notations</b></p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p> |   |                             |  |   |  |  |  |
| <p style="text-align: center;"><b>Description of Land / Easement Information</b></p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p><b>ENCUMBRANCES REFERRED TO.</b></p> <p><u>THE RESERVATIONS AND CONDITIONS</u> contained in <u>Instrument of Transfer No.258702</u> in the ---- <u>Register Book</u> -----</p> </div>  |  | <p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 02/11/2000<br/>                 VERIFIED: AK</p> |                             |  |   |  |  |  |
|  |  |   |                             |  |   |  |  |  |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">TABLE OF PARCEL IDENTIFIERS</th> </tr> <tr> <td colspan="2" style="font-size: small;">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td> </tr> <tr> <td colspan="2" style="font-size: small;">PARCEL 1 = LOT 11 (PT) SECTION 22 BLOCK D ON LP 2144</td> </tr> </table> |  |   | TABLE OF PARCEL IDENTIFIERS |  | WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962 |  | PARCEL 1 = LOT 11 (PT) SECTION 22 BLOCK D ON LP 2144 |  |
| TABLE OF PARCEL IDENTIFIERS  |  |   |                             |  |   |  |  |  |
| WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962  |  |   |                             |  |   |  |  |  |
| PARCEL 1 = LOT 11 (PT) SECTION 22 BLOCK D ON LP 2144   |  |   |                             |  |   |  |  |  |
| LENGTHS ARE IN FEET & INCHES   | Metres = 0.3048 x Feet<br>Metres = 0.201168 x Links  | Sheet 1 of 1 sheets   |                             |  |   |  |  |  |



Mildura Rural City Council

## Land Information Certificate

Date of certificate: 29 July 2021

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 25135

Assessment No: 4331

Your Reference: 51833101-013-6

### Applicant Details

Landata  
DX 250639  
EAST MELBOURNE VIC 3002

### Property Address: 20 Madden Avenue MILDURA

Description: Lot: 1 Sec: 22 Blk: D TP: 674924

Area: 475.0000 Square Metres

|                        |            |
|------------------------|------------|
| Capital Improved Value | \$462,000  |
| Site Value             | \$250,000  |
| Net Annual Value       | \$40,500   |
| Base Date:             | 01/01/2021 |

### RATES, CHARGES AND OTHER MONIES: FOR THE 2021-2022 FINANCIAL YEAR

(Current rates and charges are payable in one lump sum by 15 February or by quarterly instalments due (1<sup>st</sup>) 30 September, (2<sup>nd</sup>) 30 November, (3<sup>rd</sup>) 28 February and (4<sup>th</sup>) 31 May of this financial year.)

|  |                   |
|--|-------------------|
| Business Rate                            | \$3,287.87        |
| Waste Management - Commercial/Industrial | \$461.03          |
| Commercial Fire Levy (Fixed)             | \$233.00          |
| Commercial Fire Levy (Variable)          | \$304.00          |
| Rate Arrears to 30/06/2021:              | \$0.00            |
| Interest to 29/07/2021:                  | \$0.00            |
| Other Monies:                            | \$0.00            |
| Less Rebates:                            | \$0.00            |
| Less Payments:                           | \$0.00            |
| <b>Total Rates &amp; Charges Due:</b>    | <b>\$4,285.90</b> |

### Additional Monies Owed:

Debtor Balance Owing:

|  |                   |
|--|-------------------|
| <b>Total Rates &amp; Charges &amp; Additional Monies Owed:</b> | <b>\$4,285.90</b> |
|--|-------------------|

**Pay via BPay** Biller Code: 93922 Reference Number: 43315

For further information contact  
Rates Department  
Mildura Rural City Council  
PO Box 105, Mildura Vic 3502; or  
DX 50014, Mildura  
Telephone: (03) 5018 8122

Certificate updates  
Certificates are valid for 90 days from the original date of issue. Updates may be requested by the applicant only. All update requests must be submitted via the following email address:  
[helpdesk-revenue@mildura.vic.gov.au](mailto:helpdesk-revenue@mildura.vic.gov.au)



Mildura Rural City Council

# Land Information Certificate

Date of certificate: 29 July 2021

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate No: 25135

Assessment No: 4331

Your Reference: 51833101-013-6

**Property Address: 20 Madden Avenue MILDURA 3500**

Description: Lot: 1 Sec: 22 Blk: D TP: 674924

---

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.

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There are no monies owed for works under the **Local Government Act 1958** or earlier act.

There are no monies owed under Section 94(5) of the **Electricity Industry Act 2000**.

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

There is not any outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to Council for recreational purposes under Section 18 of the **Subdivision Act 1988** or the **Local Government Act 1958**.

There are not any notices or orders on the land that have been served by Council under the **Local Government Act 1958**, **Local Government Act 1989**, any other Act or regulation, or under a local law of the Council, which have a continuing application as at the date of this certificate.

There is not a potential liability for the land to become rateable under Section 173 or 174A of the **Local Government Act 1989** unless stated in 'Please Note'.

There is no money owed under Section 227 of the **Local Government Act 1989**.

This certificate is not required to (and does not) include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

**PLEASE NOTE:**

I hereby certify that the information given in this certificate is a true and correct disclosure of rates and other monies payable to the Mildura Rural City Council as at the above date, together with any notices served pursuant to the Local Government Act, Local Law or any other Act.

.....David Clohesy..... **DELEGATED OFFICER**

RECEIPT OF \$27.40 ACKNOWLEDGED, BEING THE FEE FOR THIS CERTIFICATE.





Mildura Rural City Council

**Request For Building Information**  
Pursuant to regulation 51 Building Regulation 2018

Applicant's Name and Address:

Landata  
Landata.online@victorianlrs.com.au

|                     |                       |
|---------------------|-----------------------|
| <b>File:</b>        | <b>PA4331</b>         |
| <b>Your Ref:</b>    | <b>51833101-015-0</b> |
| <b>Date Issued:</b> | <b>30 July 2021</b>   |

|                          |   |
|--------------------------|---|
| <b>Property Address:</b> | <b>20 Madden Avenue – MILDURA</b><br><b>Lot 1 on Title Plan 674924W</b><br><b>Volume:7457 Folio:163</b> |
|--------------------------|---|

N.B. Please see page 2 for Salinity Statement

**Regulation 51 (1)**

(A) Details of any permit or certificate of final inspection issued in the preceding 10 years

|     |
|-----|
| Nil |
|-----|

(B) Details of any current statement issued under regulation 64(1) or 231(2) of these regulations

|     |
|-----|
| Nil |
|-----|

(C) Details of any current notice or order issued by the relevant building surveyor under the Act.

|     |
|-----|
| Nil |
|-----|

Signed:



**MARK YANTSES**  
**MUNICIPAL BUILDING SURVEYOR**

**N.B.** Please note that information on this form is taken from Council records and is **NOT** evidence that illegal building works do not exist in relation to this property.

**ATTACHMENT TO REQUEST FOR INFORMATION  
BUILDING REGULATION 51  
SALINITY AFFECTING THE MUNICIPALITY**

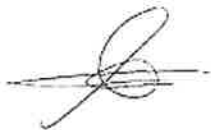
Some land within the municipality of the Mildura Rural City Council contains high levels of salt resulting in a condition commonly referred to as 'salinity'. Salinity can result in 'salt damp' or 'rising damp and salt attack' which can cause damage to certain building materials such as concrete and masonry.

Council recommends that you make your own inquiries regarding the presence of high salinity on land which you own or are considering to purchase.

If you are proposing to construct buildings on land in the municipality, you should ascertain whether or not special measures should be taken during the construction of these buildings to minimise any effects that salinity may have.

Council provides this information to assist you to make informed decisions about existing buildings or the construction of new buildings in high salinity areas.

Yours sincerely



**Mark Yantses**

**MUNICIPAL BUILDING SURVEYOR**

MY/cm



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Martin Irwin & Richards C/- InfoTrack (InfinityLaw)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 390949

NO PROPOSALS. As at the 11th August 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

20 MADDEN AVENUE, MILDURA 3500  
RURAL CITY OF MILDURA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 11th August 2021

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 51833101 - 51833101122932 '390949'**



Statement No: IS22/86191  
 Page: 1 of 2  
 Our Ref: 4987  
 Issue Date: 03/08/2021  
 Your Ref: 51833101-035-8

LANDATA  
 DX 250639  
 EAST MELBOURNE

Statement showing Tariffs, Charges & Interest due within Financial Year Ending 30/06/2022.

Owner Name(s) OVERSTRIKE PTY LTD &  
 MINISTER ADMINISTERING THE EDUCATION & TRAINING REFORM ACT  
 2006

Situate: 20-22 MADDEN AVENUE MILDURA VIC 3500  
 Description: Lot 7 TP 820282B Blk D Sec 22 Vol 11368 Fol 463  
 Lot 1 TP 674924W Blk D Sec 22 Vol 7457 Fol 163

Lower Murray Water hereby states that the above described property has the following Tariffs and Charges raised on the Property and the amounts are due and payable to Lower Murray Water.

NOTE: ALL ARREARS SHOWING ON THIS STATEMENT MUST BE PAID IN FULL ON SETTLEMENT.  
 NOTE: THIS STATEMENT IS VALID FOR A PERIOD OF THIRTY DAYS FROM DATE OF ISSUE  
 OR UNTIL THE END OF THE CURRENT PERIOD AS STATED BELOW

TARIFFS AND CHARGES

|                                      |                         |          |
|--------------------------------------|-------------------------|----------|
| TARIFFS & CHARGES LEVIED for period: | 1/07/2021 to 30/09/2021 |          |
| Sewerage Service Tariff              |                         | 122.38   |
| Water Service Tariff                 |                         | 103.68   |
| Water by Measure to 3/8/2021         |                         | 21.39    |
| Receipts, Concessions & Rebates      |                         | (241.71) |
|                                      |                         | <hr/>    |
| Balance Due                          |                         | \$5.74   |
|                                      |                         | <hr/>    |

**Mildura (Head Office)**  
 T 03 5051 3400  
 741-759 Fourteenth Street  
 Mildura Victoria 3500  
 PO Box 1438  
 Mildura Victoria 3502  
 AUSDOC DX 50023

**Swan Hill (Area Office)**  
 T 03 5036 2150  
 73 Beveridge Street  
 Swan Hill Victoria 3585  
 PO Box 1447  
 Swan Hill Victoria 3585  
 AUSDOC DX 30164

**Kerang (Area Office)**  
 T 03 5450 3960  
 56 Wellington Street  
 Kerang Victoria 3579  
 PO Box 547  
 Kerang Victoria 3579  
 AUSDOC DX 57908

E [contactus@lmw.vic.gov.au](mailto:contactus@lmw.vic.gov.au)

[lmw.vic.gov.au](http://lmw.vic.gov.au)



ABN 18 475 808 826

All Emergencies  
 1800 808 830



| PROPERTY SERVICE INFORMATION |                          |
|------------------------------|--------------------------|
| Property Serviced:           | Yes                      |
| Water Supply:                | Potable Water            |
| Sewer Supply:                | Reticulated Sewer System |

#### Last Billed Water Consumption Details

Period Of Usage: 10/3/2021 to 7/6/2021 (89 Days)  
19 kl @ \$0.82350 Step1 Rate = \$15.65

Period Of Usage: 7/6/2021 to 3/8/2021 (57 Days)  
7 kl @ \$0.81950 Step1 Rate = \$5.74

#### Water Meter Details

| Serial No. | Size | Date Read | Reading |
|------------|------|-----------|---------|
| 20101231   | 20   | 3/8/2021  | 5       |
| 20101232   | 20   | 3/8/2021  | 31      |

#### Other Information:

Corporation sewer main located outside property boundary.

If you wish to make the settlement payment for this property via BPay please use the following information: **Biller Code 78477 Payment Reference Number 700049877.**

This Statement was issued from the Mildura Office

Signed:

DocuSigned by:  
*Jan Evans*  
FB4DF3A05A28456...

On behalf of:  
**LOWER MURRAY URBAN & RURAL WATER CORPORATION**

#### PLEASE NOTE:

Legislative changes in Plumbing Regulations are such that Lower Murray Water is unable to ensure that internal plumbing services are complete. A physical inspection by a Registered/Licensed Plumber is advised.

Property owners of the relevant land are responsible for the operation and maintenance of all internal private services including all drains and service pipes up to the connection point of the Corporation's main.

#### DISCLAIMER:

Information as to the location of services provided in that statement in accordance with Section 158(3) of the Water Act 1989, relate only to services owned by the Corporation which are located within or adjacent to the property. The Corporation does not accept responsibility for information it attempts to provide to assist in relation to the location of private services within the property, this information provided under Section 158(4) of the Water Act 1989, and should not be relied upon without further physical inspection.

**Legend**

- Urban Water
- Pipeline
- Retired Pipeline
- Urban Sewer
- Gravity Pipeline
- Pressure Main Pipeline
- Rising Main Pipeline
- Retired Gravity Pipeline
- Retired Pressure Main Pipeline
- Retired Rising Main Pipeline
- Rural Irrigation
- Channel
- Pipeline
- Retired Channel
- Retired Pipeline
- Rural Drainage
- Channel
- Gravity Pipeline
- Rising Main
- Retired Channel
- Retired Pipeline

0 12.15 24.3  
Meters

1: 638

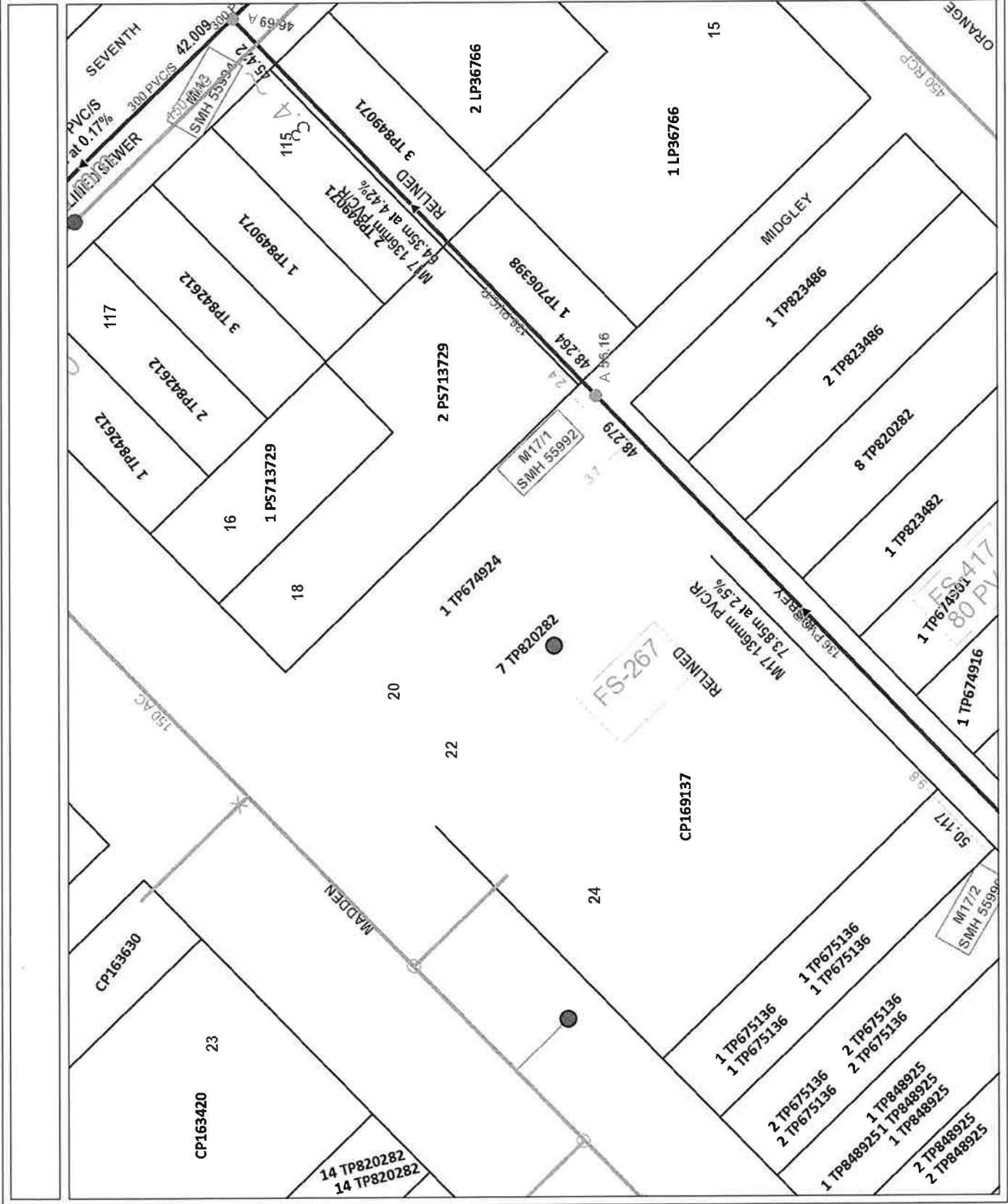
Printed: 02/08/2021

GDA\_1994\_MGA\_Zone\_54

© Lower Murray Urban and Rural Water Corporation

**Notes/Comments**

**LMW DISCLAIMER:** The accuracy and completeness shown on this plan is not guaranteed and therefore shall be used as a guide only. The user is responsible to prove locations and depths in the field. This information is only to be used for the initial project and shall not be passed onto a third party. Note: For further assistance please contact LMW.



# Property Clearance Certificate

## Taxation Administration Act 1997



MARTIN IRWIN &amp; RICHARDS LAWYERS

**Your Reference:** DCON:DS:JZ:340336-1**Certificate No:** 48366840**Issue Date:** 05 AUG 2021**Enquiries:** AXH7**Land Address:** 20 MADDEN AVENUE MILDURA VIC 3500

| Land Id  | Lot | Plan   | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 31417410 | 1   | 674924 | 7457   | 163   | \$0.00      |

**Vendor:** OVERSTRIKE PTY LTD**Purchaser:** FOR INFORMATION PURPOSES

| Current Land Tax      | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total  |
|-----------------------|------|---------------|------------------|------------------|--------|
| OVERSTRIKE UNIT TRUST | 2021 | \$205,000     | \$294.11         | \$0.00           | \$0.00 |

**Comments:** Land Tax of \$525.37 has been assessed for 2021, an amount of \$525.37 has been paid.

| Current Vacant Residential Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|-------------------------------------|------|---------------|------------------|------------------|-------|
|-------------------------------------|------|---------------|------------------|------------------|-------|

**Comments:**

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---------------------|------|------------------|------------------|-------|
|---------------------|------|------------------|------------------|-------|

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

**Paul Broderick**  
Commissioner of State Revenue

|                           |                  |
|---------------------------|------------------|
| <b>CAPITAL IMP VALUE:</b> | <b>\$454,000</b> |
|---------------------------|------------------|

|                    |                  |
|--------------------|------------------|
| <b>SITE VALUE:</b> | <b>\$205,000</b> |
|--------------------|------------------|

|                        |               |
|------------------------|---------------|
| <b>AMOUNT PAYABLE:</b> | <b>\$0.00</b> |
|------------------------|---------------|

# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 48366840

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## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## General information

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

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$205,000

Calculated as \$0 plus ( \$205,000 - \$0) multiplied by 0.000 cents.

---

## Property Clearance Certificate - Payment Options

**BPAY**



Billier Code: 5249  
Ref: 48366840

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 48366840

**Visa or Mastercard**

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)



## Property Report

from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 27 July 2021 10:51 AM

**Address:** 20 MADDEN AVENUE MILDURA 3500

**Lot and Plan Number:** Lot 1 TP674924

**Standard Parcel Identifier (SPI):** 1\TP674924

**Local Government (Council):** MILDURA **Council Property Number:** 4331

**Directory Reference:** VicRoads 535 Q5

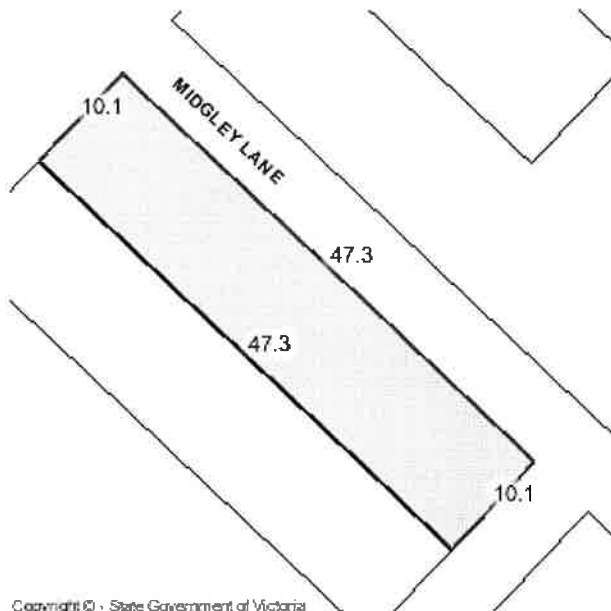
**This property is not in a designated bushfire prone area.**

**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:** 475 sq. m

**Perimeter:** 115 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.

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

### State Electorates

**Legislative Council:** NORTHERN VICTORIA

**Legislative Assembly:** MILDURA

### Utilities

**Rural Water Corporation:** Lower Murray Water

**Urban Water Corporation:** Lower Murray Water

**Melbourne Water:** outside drainage boundary

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

Planning information continued on next page

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## Planning Zone Summary

- Planning Zone:** COMMERCIAL 1 ZONE (C1Z)  
SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)
- Planning Overlays:** DESIGN AND DEVELOPMENT OVERLAY (DDO)  
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3 (DDO3)  
PARKING OVERLAY (PO)  
PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)  
SPECIFIC CONTROLS OVERLAY (SCO)  
SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)

Planning scheme data last updated on 21 July 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](#)

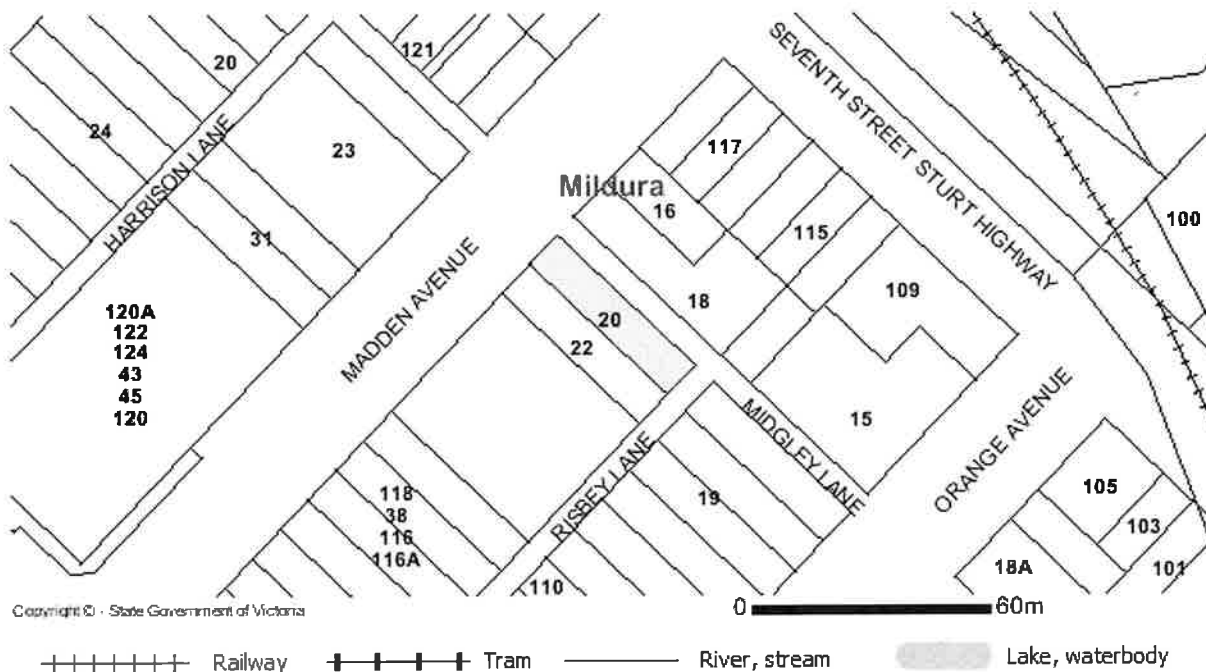
The Planning Property Report includes separate maps of zones and overlays

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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# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 27 July 2021 10:52 AM

## PROPERTY DETAILS

Address: **20 MADDEN AVENUE MILDURA 3500**  
 Lot and Plan Number: **Lot 1 TP674924**  
 Standard Parcel Identifier (SPI): **1\TP674924**  
 Local Government Area (Council): **MILDURA**  
 Council Property Number: **4331**  
 Planning Scheme: **Mildura**  
 Directory Reference: **VicRoads 535 Q5**

[www.mildura.vic.gov.au](http://www.mildura.vic.gov.au)[planning-schemes.delwp.vic.gov.au/schemes/mildura](http://planning-schemes.delwp.vic.gov.au/schemes/mildura)

## UTILITIES

Rural Water Corporation: **Lower Murray Water**  
 Urban Water Corporation: **Lower Murray Water**  
 Melbourne Water: **outside drainage boundary**  
 Power Distributor: **POWERCOR**

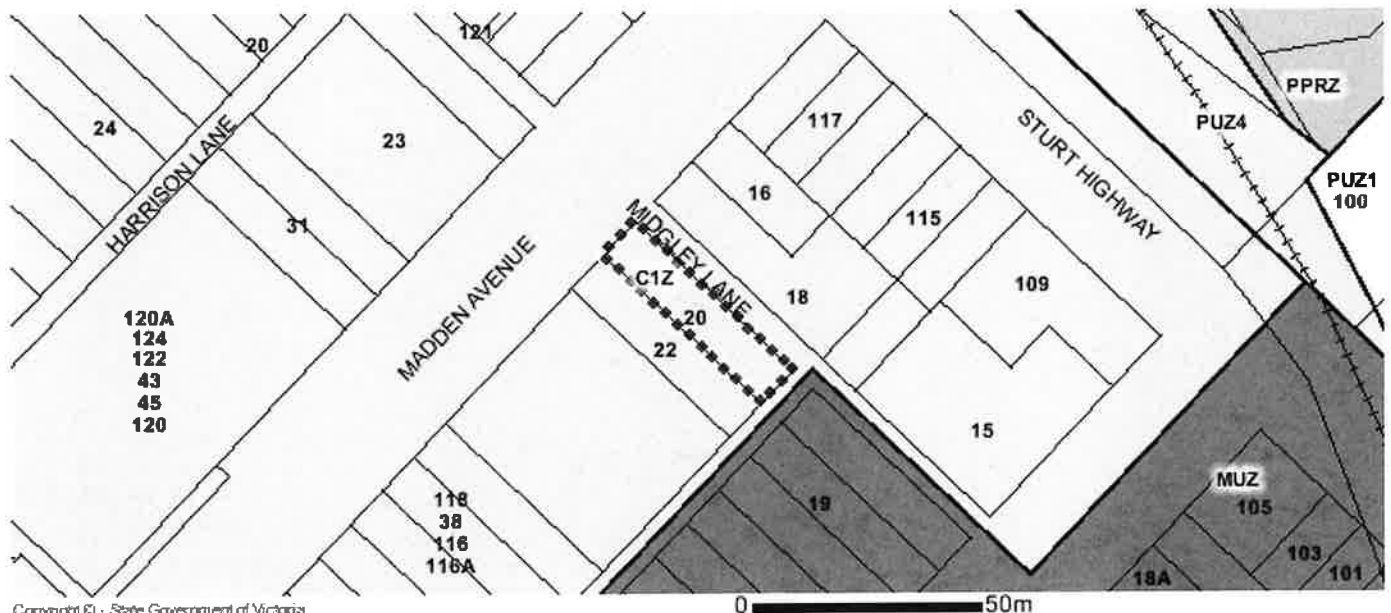
## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
 Legislative Assembly: **MILDURA**

## Planning Zones

### COMMERCIAL 1 ZONE (C1Z)

### SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



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

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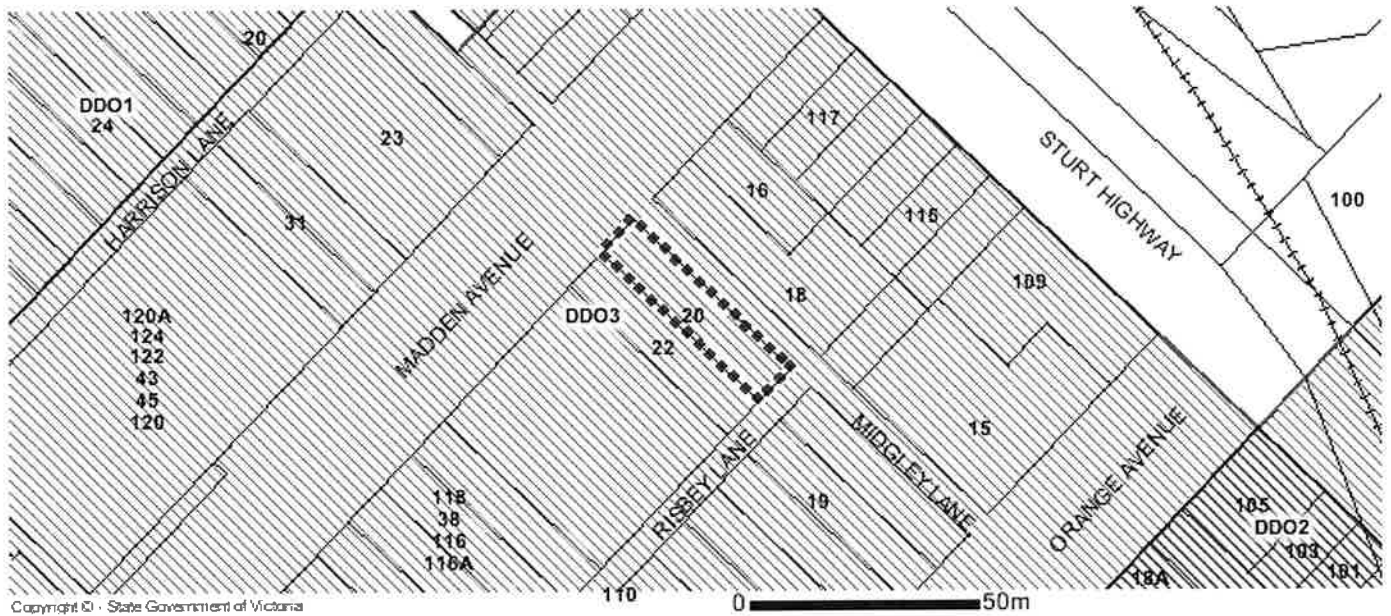
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

# PLANNING PROPERTY REPORT

## Planning Overlays

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 3 (DDO3)



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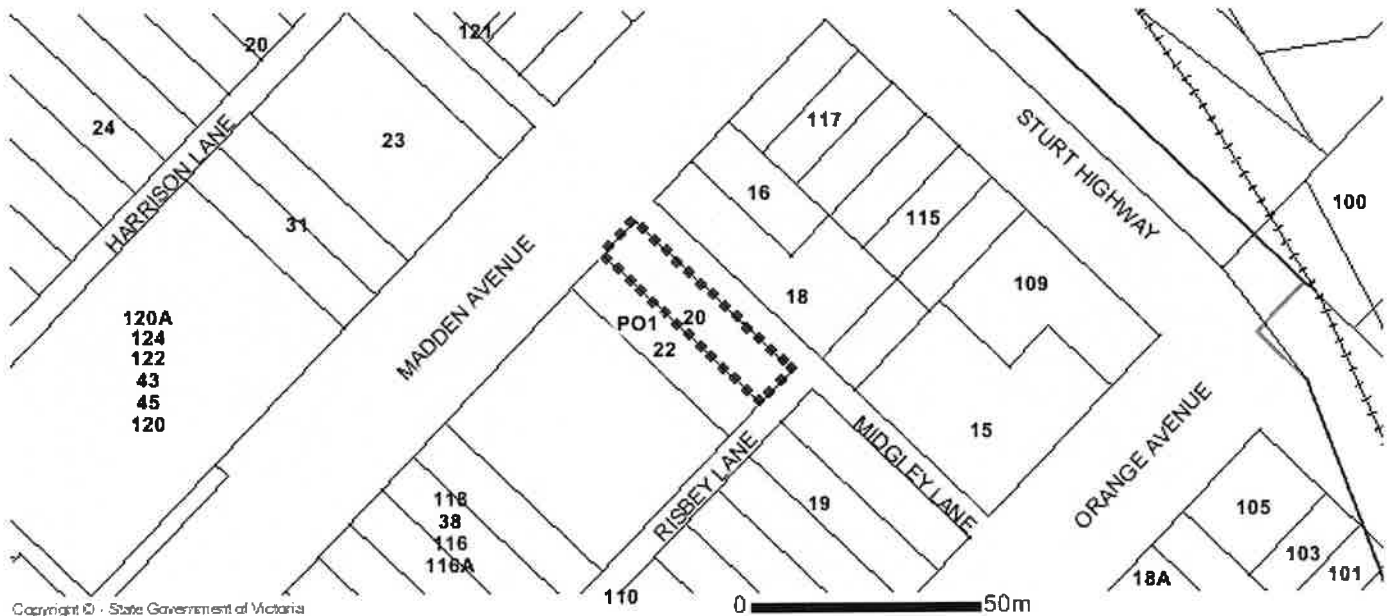


DDO - Design and Development

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)



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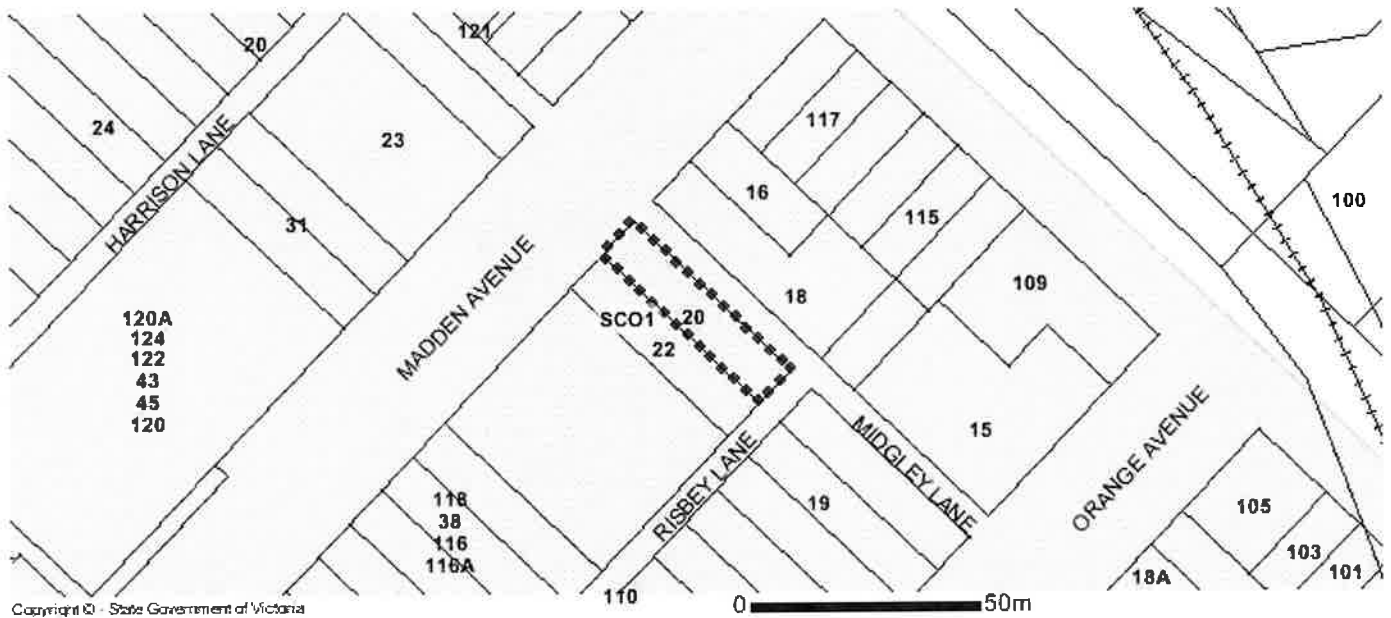
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

# PLANNING PROPERTY REPORT

## Planning Overlays

### SPECIFIC CONTROLS OVERLAY (SCO)

#### SPECIFIC CONTROLS OVERLAY - SCHEDULE 1 (SCO1)



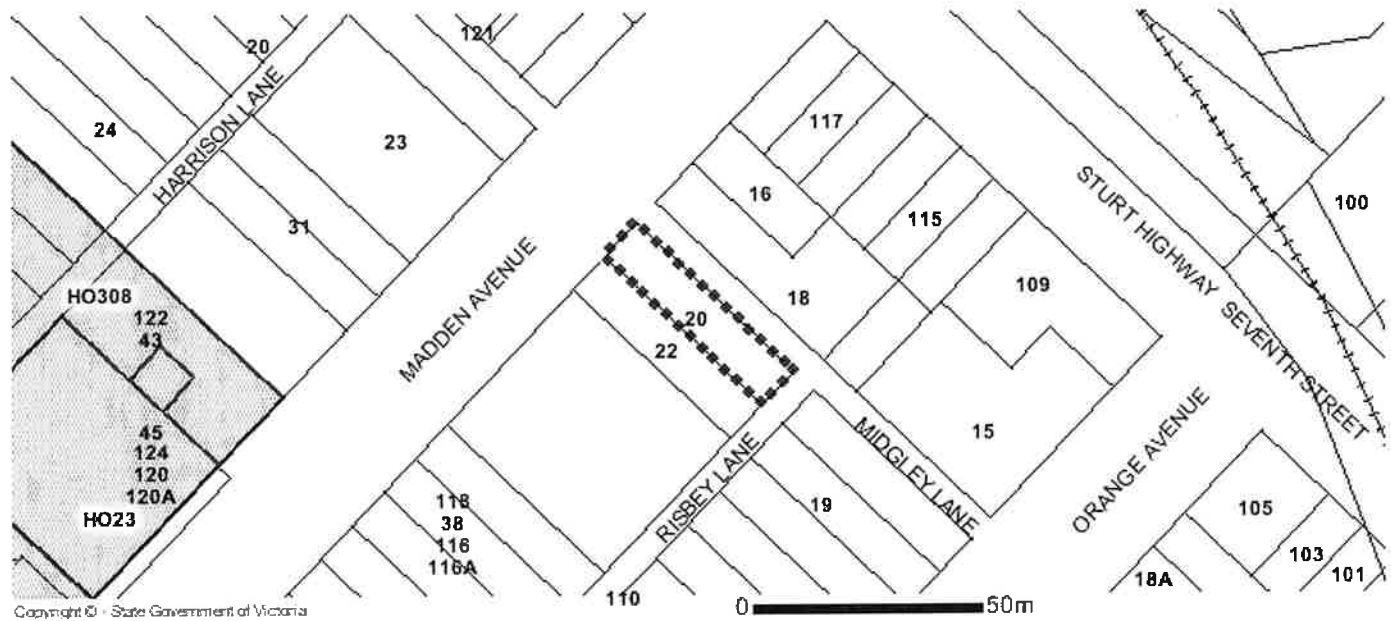
SCO - Specific Controls

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### HERITAGE OVERLAY (HO)



HO - Heritage

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 PROPERTY REPORT

## Further Planning Information

Planning scheme data last updated on 21 July 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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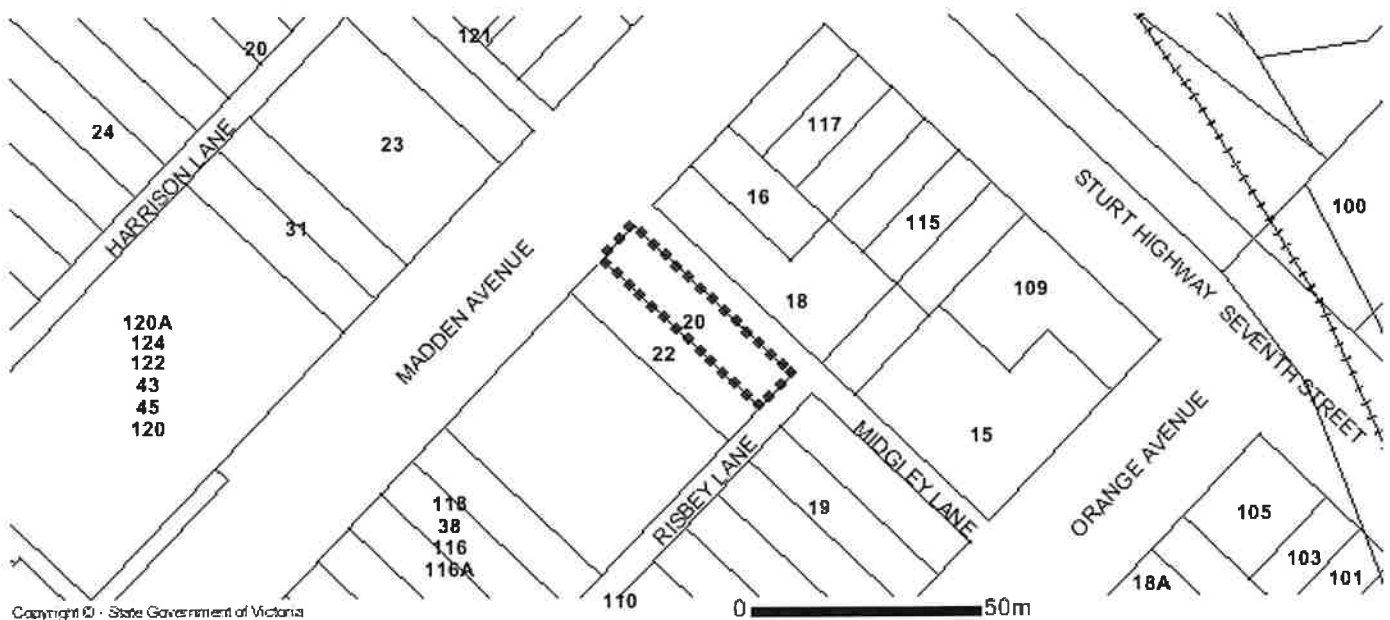
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# PLANNING PROPERTY REPORT

## 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 Area

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>

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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).

**THE LESSOR:**

Overstrike Pty Ltd  
ABN: 64 283 700 172

**THE LESSEE:**

CPM Building Contractors Pty Ltd  
ABN: 25 006 906 369

**PREMISES:**

20 Madden Avenue  
MILDURA, VIC 3500



**firstnational**  
COMMERCIAL | Collie and Tierney



**Code 143**

**Commercial Lease®**



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COPYRIGHT COMMERCIAL LEASE®**

**Landlord(s): Overstrike Pty Ltd**

**Tenant(s): CPM Building Contractors Pty Ltd**

**Premises: 20 Madden Avenue, Mildura VIC 3500**

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**Commercial Lease<sup>®</sup>****ABOUT THIS LEASE**

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

**Landlord advice**

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

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Commercial Lease<sup>®</sup>

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

This lease comprises -

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

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

The tenant covenants and agrees with the landlord as follows -

### 1. Rent

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

### 2. Outgoings

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

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## 5. Maintenance and repairs

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

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

## 6. Alterations and additions

## 6.1 Before -

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

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

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

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

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

## 7. Notice of accidents to premises/building

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

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

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**Commercial Lease<sup>®</sup>****8. Inspecting the premises**

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

**9. Tenant to clean, repair and make good damage**

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

**10. Returning the premises to the landlord**

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

**11. Signs**

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

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**11.2** A sign will comply with the law and be -

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

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

**12. Use of the premises**

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

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

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

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

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

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

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

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

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

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

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

**13. Occupational Health and Safety Act 2004 (OHSA)**

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

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

**14. Assignment and sub-letting**

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

**14.2** Not to -

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

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

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

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

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



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### 15. Reletting, sale and other rights of entry

#### 15.1 To allow -

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

### 16. Security deposit

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

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

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

(c) handed to the landlord or the managing agent as provided in clause 16.1

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

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

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

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

**16.6** If the security deposit is not sufficient to -

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

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**16.9** To provide information, sign documents and do anything else required to allow the landlord to -  
 (a) register a financing statement over the security deposit; or

(b) either comply with obligations or enforce rights or both under the PPSA  
 and even though this lease has expired or come to an end.

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

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

**17. Interest**

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

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

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

**18. Landlord's costs and expenses / stamp duty**

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

(a) The landlord's reasonable managing agent's, legal or conveyancer's costs and out-of-pocket expenses incurred in connection with -

(i) the negotiation, preparation, settling and signing of this lease;

(ii) a default by the tenant;

(iii) a request to give or obtain a consent or an approval, whether or not given or obtained;

(iv) a variation, surrender or assignment of this lease;

(v) a renewal of this lease;

(b) Stamp duty (if any) assessed in connection with this lease or a renewal of it.

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

**The landlord covenants and agrees with the tenant as follows -**

**19. Quiet enjoyment**

**19.1** If the tenant -

(a) pays the rent, outgoings and other expenses payable by the tenant under the terms of this lease when due; and

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

**20. Access to the premises**

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

**21. Insurance**

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

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

**22. Over-holding**

**22.1** If the tenant does not have an option to renew this lease for a further term or if having an option to renew does not exercise it in the required manner, then if at least 3 months before the term expires, unless otherwise agreed in writing -

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

**23. Further term**

**23.1** If the tenant may renew this lease for a further term as specified in the Schedule, the tenant may do so if -

- (a) rent and other payments to be made by the tenant are not in arrears; and
- (b) there is no un-remedied default of which written notice has been given by the landlord; and
- (c) there have been no persistent defaults during the term of which written notices have been given by the landlord; and
- (d) written notice of the renewal dated and signed by the \*tenant is given to the landlord or the managing agent not more than 3 months before and no later than 5:00 pm on the last day to exercise the option set out in the Schedule. (\*if there is more than one tenant, each must sign the notice)

**23.2** The lease for the further term will be on the terms and conditions of this lease, except -

- (a) this clause 23 will be omitted, if there is no further term; or
- (b) if there is a further term(s) remaining, the lease will be altered to omit the renewed further term;
- (c) if the rent for the further term is to be agreed and there is no agreement within 30 days before the commencement date of the further term then - unless before the 30 days ends some other period of time has been agreed for concluding an agreement about the rent - the rent for the further term will be determined as set out in clause 24.2.

**24. Review of the rent to market**

**24.1** The rent -

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

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

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

- (a) the landlord or the tenant or both may apply to the REIV for the appointment of a valuer to determine the rent;

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

**25. CPI adjustment of the rent**

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

$R \text{ equals } A \text{ multiplied by } B \text{ divided by } C$

Where -

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

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

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

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

**25.2** If the CPI for the quarter ended immediately before the adjustment date is not published until after the adjustment date, the adjustment will be made as soon as possible following publication, with the adjustment taking effect on and from the adjustment date. Pending the adjustment, the tenant must continue to pay the rent then current. On the next date for payment of rent following the adjustment, any under payment or over payment will be paid or credited respectively, as the circumstances require.

**25.3** If the base of the CPI is changed between the commencement date and the first adjustment date or between the adjustment dates any necessary alterations must be made to preserve the continuity of the calculations.

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

**26. Fixed rent increases**

**26.1** On each rent increase date specified in the Schedule the annual rent then payable will be increased by the stated percentage or amount.

**26.2** On the next day for payment of rent following the rent being increased, the required adjustment will be made.

**27. Damage to and destruction of the premises**

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

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

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

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

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

**28. Cessation of building services**

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

**29. Personal Property Securities Act 2009 (PPSA)**

**29.1** The landlord and the tenant agree this lease is a security interest for the purposes of the PPSA.

**29.2** The tenant will not register or allow or acquiesce in the registration of financing statement by any person, with the exception of the landlord, for goods provided by the landlord at or in connection with the premises.

**29.3** The landlord may register a financing statement for a security interest arising because of this lease over goods provided by the landlord at or in connection with the premises, or the tenant's fixtures, fittings and/or goods not removed from the premises when this lease ends that are personal property.

**29.4** The tenant waives the right to receive a notice in relation to registration events to which section 157(1)(a) of the PPSA applies.

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- 29.5** The landlord and the tenant agree they will not disclose information in the nature of that referred to in section 275 (1) of the PPSA.
- 29.6** When this lease ends and the tenant has vacated the premises and returned them to the landlord in the condition required by this lease (or as may be otherwise agreed in writing), or on an assignment in accordance with the terms of this lease the landlord will register a financing change statement for a security interest of the landlord, with the exception of a security interest registered for goods provided by the landlord at or in connection with the premises.
- 29.7** The tenant will sign all documents and do all things necessary to allow the landlord to register a financing statement and enforce its rights and meet its obligations under the PPSA and this clause. If the tenant is an individual, the tenant will provide his or her date of birth and a certified copy of his or her current driver's licence or birth certificate in confirmation. The landlord will not use the certified copy for any other purpose and will return it to the tenant on request.
- 29.8** The tenant will pay on demand the landlord's reasonable costs and expenses incurred in relation to or in connection with matters referred to in this clause.

**30. Indemnity by the tenant**

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

**31. Notices**

- 31.1** A notice to be given by the landlord or the tenant is to be in writing and is to be dated and signed by the giver of it.
- 31.2** A notice is given to the party to whom it is addressed (recipient) by -
- (a) delivering it; or
  - (b) posting it by pre-paid post; or
  - (c) sending it by electronic communication (email)
- to the address or to the email address (as the case requires) of the recipient, set out in the Schedule or to the party's last known address or email address provided in writing, or to the party's registered office.
- 31.3** A notice that is delivered is given on delivery. But if delivery takes place outside normal business hours the notice is deemed given at 9:00 am on the next business day at the place of delivery.
- 31.4** A notice that is posted is given -
- (a) if posted by express post, on the next business day; or
  - (b) if posted by priority post, on the fourth business day; or
  - (c) if posted by regular post, on the sixth business day
- after the day on which the notice is posted.
- 31.5** A notice sent by email is given when it first becomes capable of being retrieved as provided in section 13A (2) of the Electronic Transactions (Victoria) Act 2000. If that occurs outside normal business hours the notice is deemed given at 9:00 am on the next business day.
- 31.6** For the purpose of giving a notice -
- (a) "normal business hours" means between the hours of 9:00 am and 5:00 pm inclusive on a business day; and
  - (b) "business day" means a day other than Saturday, Sunday or a day declared as a public holiday at the street address of the recipient set out in the Schedule.

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Commercial Lease<sup>®</sup>**32. Electronic Transactions (Victoria) Act 2000 (ETVA)**

- 32.1** For the purposes of Part 2, Division 2, section 8 of the ETVA the landlord and the tenant acknowledge it is reasonable to expect that information or a notice or both to be given by either of them to the other by means of an electronic communication will be readily accessible so as to be useable for subsequent reference and consent to information or a notice or both being given to them by means of an electronic communication.
- 32.2** For the purpose of the giving of a notice which requires a signature and will be given in the body of or as an attachment to an email, the signature of the person to the notice will be a sufficient signature if typed in a legible font.

**33. Rules**

- 33.1** The landlord or the managing agent on behalf of the landlord may make rules or regulations or both for the management, use, or occupation of the building, including the rules of any owners corporation affecting the premises, but such rules or regulations must not be inconsistent with the rights of the tenant as set out in this lease or the Act, if the Act applies.
- 33.2** The landlord or the managing agent on behalf of the landlord may revoke or alter rules or regulations or substitute other rules or regulations for those then current from time to time and the tenant will be bound by a change when it receives notice of it.
- 33.3** The tenant must at all times comply with the rules or regulations of the building and rules of an owners corporation (if-aplicable), whether original, altered or substituted, starting on the date of being given notice of them.

**34. Defaults by the tenant**

- 34.1** The landlord may terminate this lease by re-entry or forfeiture if the tenant fails to remedy a breach of this lease within 14 days after being given a notice complying with section 146(1) of the Property Law Act 1958, but no notice is required before re-entry or forfeiture in the case of non-payment of rent.
- 34.2** The tenant is in breach of this lease if -
- (a) the rent or outgoings or both are not paid on the due dates for payment although no legal or formal demand has been made; or
  - (b) the tenant otherwise fails to observe and perform the covenants on its part to be observed and performed;
  - (c) being a company -
    - (i) an order is made or a resolution passed for its winding-up, other than for the purposes of reconstruction or amalgamation; or
    - (ii) a provisional receiver, receiver, or receiver and manager is appointed; or
    - (iii) it is placed under official management; or
    - (iv) it goes into liquidation; or
    - (v) control of the company changes, without the prior written consent of the landlord, unless the tenant is a company listed on an Australian stock exchange in which case consent is not required;
  - (d) the tenant fails to satisfy a judgement entered against it within the time specified in the judgement to do so;
  - (e) the tenant being an individual commits an act of bankruptcy;
  - (f) a guarantor of the tenant who is an individual commits an act of bankruptcy or, if the guarantor is a company, any of the matters set out in clause 34.2 (c) occurs.
  - (g) the tenant ceases to use premises for the permitted use or permits or acquiesces in the premises ceasing to be used for the permitted use;
  - (h) the premises are unoccupied for a period exceeding 14 days during the term or a period of over holding.
- 34.3** If the landlord terminates this lease, the landlord may sue the tenant for unpaid monies or damages or both, including for damages representing the benefit of this lease receivable if the term had continued and expired by the passing of time.

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## 35. Repudiation of this lease by the tenant

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

## 36. Disputes

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

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

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

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

## 37. Goods and Services Tax

**37.1** "GST" means GST within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 as amended (GST Act).

**37.2** Expressions used in this clause 37 and the GST Act have the same meaning as in the GST Act.

**37.3** Except where this Lease states otherwise, each amount payable by a party under this Lease in respect of a taxable supply by the other party is expressed as a GST exclusive amount and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.

**37.4** An amount payable by the tenant in respect of a creditable acquisition by the landlord from a third party must not exceed the sum of the value of the landlord's acquisition and the additional amount payable by the tenant under clause 37.3 on account of the landlord's GST liability.

**37.5** A party is not obliged, under clause 37.3, to pay GST on a taxable supply to it under this Lease, until given a valid tax invoice for the supply.

**37.6** If during the term or period of over holding the landlord registers, or is required to be registered, for GST under the GST Act, then on and from the date the landlord registers, or is required to be registered, for GST under the GST Act clauses 37.3, 37.4 and 37.5 will apply to each amount payable by a party under this lease in respect of a taxable supply by the other party or an amount payable by the tenant in respect of a creditable acquisition.

## 38. Delivery of Guarantee and Indemnity

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

## 39. Definitions and interpretation

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

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

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

"Act" means the Retail Leases Act 2003.



Code 143

Commercial Lease<sup>®</sup>

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

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

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

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

**"court"** includes a tribunal.

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

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

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

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

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

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

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

**"PPSA"** means the Personal Property Securities Act 2009.

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

**"sign"** includes advertisement.

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

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

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

**39.2.** If the landlord or the tenant or both comprise two or more individuals or corporations or incorporated associations the covenants and obligations their part apply to them jointly and to each of them individually.

**39.3.** No waiver by the landlord or the tenant of a breach of the terms of this lease by the other will operate as a waiver of another breach of the same or of another term, condition, or covenant.

**39.4.** References to an Act includes a reference to orders, declarations, ordinances, regulations, rules, by-laws, or guidelines made under it and to all amendments, modifications, re-enactments, consolidations, or replacements.

**39.5.** The singular includes the plural and vice versa.

**39.6.** The masculine gender includes the female and neuter genders.

**39.7.** If it is necessary to determine priority between the provisions of this lease, the priority is -

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

**39.8.** This lease is governed by the laws of Victoria and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Victoria.

Code 143

# Commercial Lease<sup>®</sup>



**39.9.** This Lease is to be interpreted so it does not infringe Acts of the Commonwealth or Victorian Parliaments or any subordinate legislation made under them. If a provision does infringe, it will be read down, but only to the extent necessary, so it does not infringe and will otherwise remain operative, so far as possible in the circumstances. If it cannot be read down, it will be disregarded. If a provision is disregarded or held invalid by a court, the remainder of this Lease will continue in force.

Code 144

Commercial Lease Schedule<sup>®</sup>

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

## ABOUT THIS SCHEDULE

This is a standard form document which forms part of the REIV copyright Commercial Lease (Code 143). The printed, standard wording may need to be altered when completing the Schedule to record a lease, as negotiated. Alterations to the printed, standard wording should be recorded in the Special Conditions Schedule not by making changes to the Schedule itself. Depending on circumstances, it may be prudent to obtain professional help when completing this Schedule. Ensure the completed Schedule is attached to each part of the lease, at the time the lease is signed.

## Landlord advice to the tenant

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

Date of this Lease: 09 / 10 / 20 20

Landlord: Overstrike Pty Ltd

Contact Person: \_\_\_\_\_

Address: 241 Jumping Creek Road, Warrandyte VIC

Postcode: 3113

ACN: \_\_\_\_\_

ABN: 64 283 700 172

Phone: (03) 9721 8453

Mobile: \_\_\_\_\_

Fax: (03) 9721 8460

Email: \_\_\_\_\_

Tenant: CPM Building Contractors Pty Ltd

Contact Person: Grahame Blaby

Address: 18a Madden Avenue, Mildura VIC

Postcode: 3500

ACN: \_\_\_\_\_

ABN: 25 006 906 369

Phone: (03) 5022 1320

Mobile: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: janette@cpmbuilders.com.au

Managing Agent: Collie &amp; Tierney (Mildura) Pty Ltd

Managing Agent: Tyler Martin

Address: 67 Lime Avenue, MILDURA VIC

Postcode: 3500

ACN: \_\_\_\_\_

ABN: 38 005 110 118

Phone: 03 50212200

Mobile: \_\_\_\_\_

Fax: 03 50211213

Email: \_\_\_\_\_

commercial@ctfnre.com.au

Premises\*: 20 Madden Avenue, Mildura VIC 3500

(\*attach plan to each part of this lease, if applicable)

Term: One (1) year

Commencement date of the term: 01 / 01 / 20 21

Landlord's fixtures and fittings (CI 5.1(a)): Roof mounted evaporative air conditioner, carpet floor coverings, partitions and hot water service

Code 144

Commercial Lease Schedule ©



(\*If insufficient space, attach extra page(s))

Further term(s) (CI 23): Nil

Last date to exercise option to renew for the next further term (CI 23.1 (d)): \_\_\_ / \_\_\_ / 20 \_\_\_

Commencement date of the next further term (CI 23): \_\_\_\_\_

Commencing rent\* (CI 1): \$39,500.00 Per Annum\*\* / ~~Per Calendar month\*\*~~

\*the rent is exclusive of GST unless "GST inclusive" or "GST is not payable on the rent" appears in the box:

GST exclusive

Rent commencement date (CI 1): 01 / 01 / 20 20

Landlord's loss of rent and outgoings insurance period (CI 2.1 (h)): \_\_\_\_\_ months.

Landlord's public liability insurance cover (CI 2.1 (h)): \$ \_\_\_\_\_

Outgoings excluded (CI 2.1): Building Insurance

Outgoings, manner of apportionment (CI 2.3): 100% of Mildura Rural City Council Rates and charges, Lower Murray Water Rates and charges, including Water by Measure, Goods and Services Tax, Public Liability and Plate Glass Insurance

The proportion that the lettable area of the premises bears to the lettable area of the building (CI 2.4(a)): 100%

Building operating expenses, apportionment (CI 3.2(a)): 100%

Permitted use (CI 12.2): Professional Office

Security deposit(CI.16.1): of \*\$ \_\_\_\_\_ or \*equivalent to \_\_\_\_\_ months rent plus GST.

(\*complete the one required and delete the other)

the security deposit will be provided in cash, unless "bank guarantee" appears in the box:

Market rent review dates (CI 24.1): N/A

CPI adjustment of rent dates (CI 25.1): N/A

Fixed rent increases percentage or amount (CI 26.1): N/A

Fixed rent increases dates (CI 26.1): N/A

Code 144

# Commercial Lease Schedule<sup>®</sup>



Executed as a deed and if by a corporation, in the manner referred to in section 127 of the Corporations Act 2001.

Signed sealed and delivered by the landlord **Overstrike Pty Ltd**

Director Name: .....

[Signature box]

Director/Company Secretary Name: GREGORY W. SMITH

[Signature: Gregory W. Smith]

in the presence of Witness Name: SHIRLEY M. SMITH

[Signature: Shirley M. Smith]

Signed sealed and delivered by the tenant **CPM Building Contractors Pty Ltd**

Director Name: Grahame Blaby

[Signature: Grahame Blaby]

Director/Company Secretary Name: Grahame Blaby

[Signature: Grahame Blaby]

in the presence of Witness Name: Angela Foster

[Signature: Angela Foster]

Retail Leases Regulations 2013  
S.R. No. 41/2013

Sch. 1

**SCHEDULE 1**

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

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

**NOTE**

This statement is to be completed by the Landlord and must be provided to the Tenant with a copy of the proposed lease at least 7 days before the signing of a new lease.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2013.

It is prudent for a Tenant to obtain independent legal and financial advice before entering into a retail premises lease.

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

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

**DISCLOSURE STATEMENT  
by the Landlord**

|                  |                                  |
|------------------|----------------------------------|
| <b>Landlord:</b> | Overstrike Pty Ltd               |
| <b>Tenant:</b>   | CPM Building Contractors Pty Ltd |
| <b>Premises:</b> | 20 Madden Avenue                 |

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|          |   |   |
|----------|---|---|
| <b>2</b> | <b>Permitted use</b>  |   |
| 2.1      | Description of permitted use<br>Professional Office<br><i>[Note: the tenant should investigate if the proposed use of the premises is permitted under planning laws.]</i>   |   |
| <b>3</b> | <b>Number of car parking spaces</b>   |   |
| 3.1      | Approximate total spaces  | spaces  |
| 3.2      | Available spaces for customers of the building  | spaces  |
| 3.3      | Reserved spaces for use of the tenant only  | spaces  |
| <b>4</b> | <b>Head lease</b>   |   |
| 4.1      | Is the premises under a head lease or Crown lease?  | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No  |
| 4.2      | Has the landlord provided a copy of the head lease or Crown lease to the tenant?  | <input type="checkbox"/> Yes—attached as per item 23.2<br><input type="checkbox"/> No<br><input checked="" type="checkbox"/> Not applicable |
| 4.3      | Current term under the head lease or Crown lease and option/s to renew  |   |
|          | <input checked="" type="checkbox"/> Not applicable<br><input type="checkbox"/> Details of head lease as follows:<br>Current term:<br>years<br>/ /20 to / /20<br>Options to renew:<br>years<br>/ /20 to / /20<br><i>[list any options for further terms held by the landlord under the head lease]</i> |   |
| 4.4      | Is the head landlord's consent to the lease required?   | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No  |

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Sch. 1

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**PART 3 WORKS, FIT OUT AND REFURBISHMENT**

---

**7 Date of handover**

---

|     |  |                 |
|-----|--|-----------------|
| 7.1 | Date of handover   | 01/01/2021      |
|     | (if different to the date the lease commences indicated at item 5.1) | Actual/Estimate |

---

**8 Landlord's works**

---

8.1 Description of works to be carried out by the landlord before the date the lease commences

NIL

*[exclude any works that form part of the tenant's fit out at item 9]*

---

8.2 Estimate of expected contribution by the tenant towards the cost of the landlord's works

\$

*[see also outgoings (item 13) in relation to any maintenance and repair outgoings]*

---

**9 Tenant's fit out works**

---

9.1 Fit out works to be carried out by the tenant

NIL

(excluding the landlord's works at item 8)

---

9.2 Is the landlord providing any contribution towards the cost of the tenant's fit out?

Yes

*[insert details of landlord's contribution]*

No

---

9.3 Does the landlord have requirements as to the quality and standard of shop front and fit out?

Yes

To tradesman like standard

*[insert details or provide fit out guide]*

No

---



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|      |   |  |
|------|---|--|
| 12.4 | Formulae for apportioning outgoings<br>100%<br><i>[insert formulae on how outgoings payable by tenant are to be apportioned]</i>  |  |
| 13   | <b>Outgoings estimates (annual) for the 12 month period<br/>01/07/2020 to 30/06/2021</b><br><i>[State which of the following are payable by the tenant.<br/>The landlord may be prevented by the Retail Leases Act 2003<br/>from claiming certain costs.]</i> |  |
|      |   | Estimate per annum for the<br>building<br>(Including/Excluding<br>GST) |
| 13.1 | <b>Administration</b>   |  |
|      | Administration costs (excluding<br>management fees and wages)   | \$0.00   |
|      | Management fees   | \$0.00   |
| 13.2 | <b>Air conditioning/temperature<br/>control</b>   |  |
|      | Air conditioning maintenance  | \$200.00   |
|      | Air conditioning operating costs  | \$0.00   |
| 13.3 | <b>Building management</b>  |  |
|      | Body corporate/strata levies  | \$0.00   |
|      | Building intelligence services  | \$0.00   |
|      | Energy management services  | \$0.00   |
|      | Gardening and landscaping   | \$0.00   |
|      | Insurance   | \$0.00   |
|      | Pest control  | \$0.00   |
|      | Ventilation   | \$0.00   |
| 13.4 | <b>Building security</b>  |  |
|      | Caretaking  | \$0.00   |
|      | Emergency systems   | \$0.00   |
|      | Fire protection   | \$0.00   |
|      | Security services   | \$0.00   |

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**PART 6 OTHER COSTS**

---

**14 Other monetary obligations and charges**

---

- 14.1 Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement  
[e.g. interest and legal costs]
- 

---

**PART 7 ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)**

---

**15 Alteration works**

---

- 15.1 Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises or building, including surrounding roads, during the term or any further term or terms?

Yes

[insert details of the proposed works]

No

---

**16 Clauses in lease dealing with relocation and demolition works**

---

- 16.1 Clause(s) in lease providing for relocation of tenant

Clause(s) of the lease

Not applicable

---

- 16.2 Clause(s) in lease providing for demolition of the premises or building

Clause(s) of the lease

Not applicable

---

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**PART 9 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE**

---

**19 Acknowledgements by landlord**

---

**By signing this disclosure statement, the landlord confirms and acknowledges that:**

- this disclosure statement contains all representations in relation to the proposed lease by the landlord and the landlord's agents as at the date of this disclosure statement;
- this disclosure statement reflects all agreements that have been made by the parties;
- the landlord has not knowingly withheld information which is likely to have an impact on the tenant's proposed business.

**Warnings to landlord when completing this disclosure statement:**

- The tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.

---


**20 Landlord's signature**

---

20.1 Name of landlord  
Overstrike Pty Ltd  
[insert name of landlord]

---

20.2 Signed by the landlord or the landlord's agent for and on behalf of the landlord

x.  .....

---

20.3 Name of the landlord's authorised representative or landlord's agent  
Tyler Martin  
[insert name of person signing with the authority of the landlord]

---

20.4 Date 09/10/2020

---

Retail Leases Regulations 2013  
S.R. No. 41/2013

Sch. 1

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**PART 11 ATTACHMENTS**

---

**23 List of attachments**

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|      |   | Attached?                    |  |
|------|---|------------------------------|--|
| 23.1 | Plan of premises<br>(see item 1.2)          | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not applicable |
| 23.2 | Head lease or Crown lease<br>(see item 4.2) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> Not applicable |

---

23.3 Additional attachments

*[list of any additional attachments]*

---

\_\_\_\_\_

# Due diligence checklist

## What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

### Urban living

#### ***Moving to the inner city?***

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

#### ***Is the property subject to an owners corporation?***

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

### Growth areas

#### ***Are you moving to a growth area?***

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

### Rural properties

#### ***Moving to the country?***

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

#### ***Can you build new dwellings?***

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

#### ***Is there any earth resource activity such as mining in the area?***

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

### Soil and groundwater contamination

#### ***Has previous land use affected the soil or groundwater?***

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

(04/10/2016)

## **Land boundaries**

### ***Do you know the exact boundary of the property?***

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

## **Planning controls**

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

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

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

### ***Are there any proposed or granted planning permits?***

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

## **Safety**

### ***Is the building safe to live in?***

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

## **Building permits**

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

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

### ***Are any recent building or renovation works covered by insurance?***

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### ***Do you know your rights when buying a property?***

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

DATED

2021

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OVERSTRIKE PTY LTD ATF OVERSTRIKE UNIT TRUST (ABN 64 283 700 172)

---

**VENDOR'S STATEMENT**

---

Property  
**20 Madden Avenue, Mildura**

MARTIN MIDDLETON OATES LAWYERS  
61 Deakin Avenue  
MILDURA VIC 3500  
DX 50022 MILDURA  
Tel: 03 5023 7900  
Fax: 03 5023 7560  
Ref: MO/DCON/DS/JZ/340336-1