

Contract of Sale

William Molinaro

120 Day Street
BAIRNSDALE VIC 3875



SILVERTHORN
CONVEYANCING

Suite 2, 5 Cook Drive, Pakenham VIC 3810 (03) 5940 5802
info@silverthornconveyancing.com.au | www.silverthornconveyancing.com.au

Contract of Sale of Real Estate*

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

Property address 120 DAY STREET, BAIRNSDALE VIC 3875

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

.....

..... on/...../2026

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

.....

State nature of authority, if applicable:

.....

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

SIGNED BY THE VENDOR:

.....

..... on/...../2026

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

State nature of authority, if applicable:

.....

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Particulars of sale

Vendor's estate agent

Name:	King & Heath First National - Bairnsdale			
Address:	125 Main Street, Bairnsdale VIC 3875			
Email:	chris.martin@kingheath.com.au			
Tel:	5152 3311	Mob: 0419 559 508	Fax:	Ref: Chris Martin

Vendor

Name:	William Molinaro
Address:	

Vendor's legal practitioner or conveyancer

Name:	SILVERTHORN CONVEYANCING			
Address:	Suite 2, 5 Cook Drive, Pakenham VIC 3810			
Email:	stephanie@silverthornconveyancing.com.au			
Tel:	(03) 5940 5802	Mob:	Fax:	Ref: SG:MW:2613624

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:				
Address:				
Email:				
Tel:		Mob:	Fax:	Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	07601	Folio	133	1	TP 806552D
Volume	07252	Folio	392	2	PS 018250
Volume	07299	Folio	757	3	PS 018250

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 120 Day Street, Bairnsdale VIC 3875

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

All fixtures and fittings, all permanent floor coverings, window furnishings as inspected.

Payment (general condition 11)

Price \$

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

Balance \$ payable at settlement

GST (general condition 13)

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

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

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

Going Concern

Settlement (general condition 10)**is due on**

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

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

Lease (general condition 1.1)

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

Subject to Lease

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

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

☐ *residential tenancy agreement for a fixed term ending

OR

☐ *periodic residential tenancy agreement determinable by notice

OR

☒ *lease for a term ending 26 March 2033 with 4 further terms to renew, each of 5 years

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount:

Approval date:

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

Special Conditions

Building Report

☐ Special Condition 21 applies only if the box is checked

Pest Report

☐ Special Condition 22 applies only if the box is checked

Special Conditions

1. Acceptance of title

General condition 12.4 is added:

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

2. Electronic Conveyancing

EC

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

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. General Conditions

The General Conditions are varied as follows:

- (a) In General Condition 1.1(b) the words "exceptions and conditions" are inserted in after the word "reservations"

4. Auction Conditions

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

5. Guarantee

If the purchaser of the property is a corporation not listed on an Australian stock exchange the person who executes this contract for and on behalf of the purchaser or attests the affixing of its common seal must also execute the attached guarantee and indemnity

6. Identity of Property

The purchaser admits that the property as offered for sale and inspected by the purchaser is identical with that described in the title particulars set out in the particulars of sale. The purchaser must not make any requisition for any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend title or to meet any cost of doing so.

7. Restriction

- 7.1 The purchaser acknowledges that by enquiry of the appropriate authorities, it has satisfied itself as to the zoning and planning restrictions (including all planning approvals, permits and consents) on and in respect of the land sold and the use to which the land may be put and the development thereof.
- 7.2 The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by law made by any authority empowered by any legislation to control the use of land. No such restriction constitutes a defect in the vendor's title or affects the validity of this contract. The purchaser must not make any requisition or objection and is not entitled to any compensation from the vendor in respect of any such restriction.
- 7.3 The purchaser shall assume liability for compliance with any notices or orders relation to the property (other than those referring to the apportionable outgoings) which are made or issued on or after the date of sale and the purchaser shall assume liability arising there from indemnify the vendor against such liability. This Special Condition shall not merge upon settlement and shall ensure for the benefit of the Vendor.

8. Use of the land

The purchaser acknowledges that the vendor gives no warranty as to the use to which the land sold may be put if the use is permissible only with the consent of any authority under or in pursuance of any statute, ordinance, regulations, by law, town planning scheme or interim development order or other enactment or order of the Court the purchaser shall obtain such consent at the purchaser's own expense.

9. Interest in default

General Condition 26 does not apply to this Contract if the purchaser defaults in payment of any money due under this contract the purchaser must pay to the vendor interest at the rate of 14% per annum on the money overdue during the period of default without any demand and without prejudice to any other rights of the vendor.

10. Default costs charges & expenses

General Conditions 25 & 26 do not apply to this contract. In the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ('the contract') for the payment of the residue as defined in the contract ('the due date'), the vendor will or may suffer the following losses and expenses which the purchaser shall be required to pay to the vendor, in addition to the interest payable in accordance with the terms of the contract:

- 10.1 All costs associated with obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance;
- 10.2 Costs and expenses between the vendor's conveyancer and the vendor;
- 10.3 Penalties payable by the vendor to a third party or any costs incurred through any delay in completion of the vendor's purchase.
- 10.4 A fee for rescheduling settlement on the day of settlement or after set at \$275.00 for each rebooking.
- 10.5 In the event a default notice has been served upon the purchaser all monies due under the terms of the Contract of Sale will immediately become payable to the vendor where the default has been caused by the purchaser and has not been remedied in the specified time (under the terms of the default notice) and the costs and interest have not been paid, then;
- (a) the purchaser and vendor both acknowledge that the Contract of Sale is at an end;
- (b) the deposit up to 10% of the contract price is forfeited to the vendor as their right of entitlement, irrespective of whether the deposit has or has not been paid; and
- (c) the vendor is entitled to immediate re-possession of their property.
- 10.6 In addition to but not limited to other remedies, within one year of the Contract ending, the vendor may either:
- (a) retain the property and sue for damages for breach of contract; or
- (b) put the property back on the market in any manner and recover any shortfall in the price on the re-sale and any resulting expenses by way of liquidated damages; and
- (c) the vendor has the right to keep any part of the purchase price paid until the vendor's damages have been established and may direct that money towards those damages

11. Condition of property

- 11.1 The property and any chattels are sold in their present condition and subject to any defects, fair wear and tear inclusive.
- 11.2 No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.
- 11.3 The purchaser acknowledges that the property may have been filled and shall not make any claims or demands whatsoever on the vendor in regard there to or arising there from.
- 11.4 The purchaser:
- (a) accepts the property:
 - (i) with all existing and future planning, environmental and building controls and approvals; and
 - (ii) in its present condition with all defects and non-compliance with any of those controls or approvals;
 - (b) Acknowledges that the decision to purchase the property was based on the purchaser's own investigation and that no representations were made by or on behalf of the vendor as to the condition of the property or any matters referred to sub-paragraph (b) hereof; and
- Waives any right it might otherwise have to make any requisition or enquiry in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the property.

12. Stamp Duty – Purchasers buying unequal interests

- 12.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ('the proportions').
- 12.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- 12.3 The purchaser's full indemnity the vendor, the vendor's Agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- 12.4 This Special Condition shall not merge on completion.

13. Nomination

General Condition 18 is deleted and replaced by the following:

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

If the Property is expressed as sold to a named purchaser "and/or nominee" or words of similar effect, then:

- 13.1 The party named as purchaser may nominate at least fourteen (14) days prior to settlement date (or such further period as the Vendor permits) a substitute or additional transferee ("nominee") by serving on the vendor a form of nomination executed by the Purchaser and the nominee in such a form and containing such information as the vendor requires; and
- 13.2 Any nomination under must be in writing and executed by the purchaser and the nominee, and must be accompanied by a copy of all relevant statutory declaration(s) made by the nominee for stamp duty purposes.
- 13.3 The purchaser and the nominee agree to be jointly and severally liable for the performance of the obligations of the purchaser under the contract whereby the nominee is substituted for the original purchaser as transferee.
- 13.4 The purchaser and the nominee must fully and truthfully disclose the circumstances of the substitution to the State Revenue Office and hold the vendor indemnified at all times against loss or damage of every description suffered by the vendor or Vendor's conveyancers arising out of failure to make such disclosure.
- 13.5 Where the nominee is a corporation, the provisions of special condition 5 shall apply.
- 13.6 All acts or omissions of the vendor or the purchaser continue to bind the vendor and the nominee respectively and any deposit money paid by the purchaser must be treated by the vendor as deposit money paid by the nominee.

14. Payment of deposit and balance of price

- 14.1 If deposit monies are required to be paid under the terms of the Contract of Sale the purchaser and the vendor both acknowledge that the vendor's legal representative does operate a Licenced Conveyancer's trust account.
- 14.2 The purchaser and vendor acknowledge that the vendor's legal representative may request that any deposit monies paid under the Contract of Sale are to be made payable to the vendor's legal representative trust account as stakeholder.
- 14.3 Notwithstanding General Condition 10.3, if the balance of price is paid to the Vendor or at the Vendor's direction at a time later than 3:00pm on the date settlement is effected then: -
- (a) Settlement will be deemed to have taken place on the following day; and
 - (b) the Vendor will be entitled without demand to claim default interest

15. Cost of cheques

General Condition 11.6 does not apply to this Contract. The Purchaser is to provide up to 6 bank cheques drawn by an authorised deposit-taking institution that are required by the Vendor at settlement, at the Purchaser's expense.

16. Plans and drawings

The Plans and Drawings of the property attached to the Vendor's Statement, if any, are a guide only and the Vendor gives no representation in relation to these drawings or any permits. If the Purchaser chooses to use these drawings, there is no recourse to the Vendor. The Purchaser acknowledges and understands the planning information attached to the Vendor's Statement and is warned to investigate planning in the relevant planning scheme thoroughly.

17. Adjustments

- 17.1 The Purchaser agrees to provide a copy of all certificates obtained by them to complete any adjustments to the Vendor's representative at the time of submitting the Statement of Adjustments. All Certificates provided by the Purchaser must be valid at the date of Settlement. The Vendor will not be obliged to provide cheque directions until this condition has been complied with.
- 17.2 Adjustment must be prepared on behalf of the Purchaser by the Purchasers Representative and provided to the Vendors Representative no less than 3 days prior to Settlement. Any failure to do so will result in the Purchasers requirement to apply an Administration Fee in the Statement of Adjustments to the Vendors Representative for the sum of \$220.00 for the delay.
- 17.3 For the purposes of General Condition 15, "Periodic Outgoings" does not apply to any amounts to which Section 10G (Land Tax) and/or Section 10H (Windfall Tax) of the *Sale of Land Act, 1962* applies.

18. Entire Agreement

This contract sets out all the terms of this sale. Any promise, condition, representation or warranty which may have been made by the Vendor or by any person on behalf of the Vendor and which is not set out in this contract is negated and withdrawn. The Purchaser acknowledges that there is no other contract agreement or collateral warranty subsisting at the time of signing this contract. This condition operates for the benefit of the Vendor and the Vendor's estate agent and their respective employees, agents and contractors.

19. FIRB Approval

The Purchaser warrants to the Vendor that either:

- (a) The Purchaser is an Australian resident, or
- (b) The Purchaser has approval from the Treasurer of the Commonwealth of Australia to purchase the property.

20. Foreign Resident Capital Gains Withholding

- 20.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act, 1953* (Cth) have the same meaning in this Special Condition unless the context requires otherwise.
- 20.2 Every Vendor under this contract is a foreign resident for the purposes of this Special Condition unless the Vendor Gives the Purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act, 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 20.3 This Special Condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with Section 14-200(3) or Section 14-234 of Schedule 1 to the *Taxation Administration Act, 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act, 1953*(Cth)
- 20.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 20.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this Special Condition; and
 - (b) ensure that the representative does so.
- 20.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this Special Condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this Special Condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 20.7 The representative is taken to have complied with the obligations in Special Condition 20.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 20.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act, 1953*(Cth) must be given to the purchaser at least 5 business days before the due date of settlement.

- 20.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of the *Taxation Administration Act, 1953*(Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 20.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

21. Building Inspection

The Sale is subject to the Purchaser obtaining a written building report within 7 days of the Vendor signing this Contract by a Registered Building Inspector. If the report states the phrase "Major Structural Defect" in the context of the said inspection the Purchaser may end this Contract, but only if the Purchaser serves written notice on the Vendor together with a copy of the report within 7 days of the Vendor signing this Contract. All monies shall be immediately refunded to the Purchaser if the Contract is ended pursuant to this Special Condition.

22. Pest Inspection

This Sale is subject to the Purchaser obtaining a written pest report within 7 days of the Vendor signing this Contract. If the report expressly states the phrase "Major Pest Infestation" in the context of the said inspection the Purchaser may end this Contract, only if the Purchaser serves written notice on the Vendor together with a copy of the report within 7 days of the Vendor signing this Contract. All monies shall be immediately refunded to the Purchaser if the Contract is ended pursuant to this Special Condition.

23. Improvements on the Property and Compliance with Building Regulations

- 23.1 Any improvements on the property, including but not limited to, any buildings, alterations or additions, swimming pool or spa as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or in relation to compliance with the Building Act 1993, Victorian Building Regulations, municipal by-laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed including the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities.
- 23.2 In respect to any improvements in accordance with Special Condition 23.1, any failure to comply with any one or more of those laws (or their statutory successors) shall not and shall be deemed not to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.

24. Loan

General Condition 14 of the Contract of Sale is updated to include the below;

14.2

- (e) the Purchaser must supply a copy of the Financial Institution Formal Decline Letter.

General Conditions

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

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

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

- (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

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

- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

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

Money

10. SETTLEMENT

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

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act* 1959 (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

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

15. ADJUSTMENTS

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

Transactional

16. TIME

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

17. SERVICE

- 17.1 Any document sent by—
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's

obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

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

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

Guarantee

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

I/We, _____ of _____

and _____ of _____

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

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

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

SIGNED SEALED AND DELIVERED by the said _____)
_____)
_____)

In the presence of _____

..... witness

SIGNED SEALED AND DELIVERED by the said _____)
_____)
_____)

In the presence of _____

..... witness

DATED

2026

WILLIAM MOLINARO

to

CONTRACT OF SALE OF REAL ESTATE

Property: 120 Day Street, Bairnsdale VIC

Silverthorn Conveyancing

Suite 2, 5 Cook Drive, Pakenham VIC 3810
PO Box 2022
PAKENHAM VIC 3810
Tel: 03 5940 5802
Ref: SG:MW2613624

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	120 DAY STREET, BAIRNSDALE VIC 3875
-------------	-------------------------------------

Vendor's name	William Molinaro	Date
		/ /
Vendor's signature		

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

1. FINANCIAL MATTERS

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

(a) ☐ Their total does not exceed:

OR

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

1.2 Sale Subject to Mortgage

This section 1.2 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 273
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☒ YES ☐ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not applicable

2.2 Owner Builder

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

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

OR

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

Not applicable

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

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

None to the Vendors knowledge

3.2 Road Access

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

☐

3.1 Designated Bushfire Prone Area

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

☐

3.2 Planning Scheme

☒ Attached is a certificate with the required specified information.

OR

☐ The required specified information is as follows:

(a) Name of planning scheme

(b) Name of responsible authority

(c) Zoning of the land

(d) Name of planning overlay

4. NOTICES

4.1 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 contained in the attached certificates and/or statements

OR

☒ Are as follows

Not applicable

4.2 Agricultural Chemicals

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

Not applicable

4.3 Compulsory Acquisition

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

Not applicable

5. BUILDING PERMITS

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

☐ Are contained in the attached certificate

OR

☒ Are as follows:

Not applicable

6. OWNERS CORPORATION

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

Not applicable

7. SERVICES

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

Electricity supply ☐	Gas supply ☒	Water supply ☐	Sewerage ☐	Telephone services ☐
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8. TITLE

Attached are copies of the following documents:

8.1 ☒ (a) **Registered Title**

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

9. SUBDIVISION

10.1 **Unregistered Subdivision**

Not 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 purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

As attached

12. ATTACHMENTS

Title Search – Volume 07601 Folio 133
Title Search – Volume 07252 Folio 392
Title Search – Volume 07299 Folio 757
Titled Plan – TP806552D
Plan of Subdivision - PS018250
Plan of Subdivision - PS 018250
Vicplan Property Planning Report
East Gippsland Shire Council Land Information Certificate
East Gippsland Water Information Statement Lot 1
East Gippsland Water Information Statement Lot 2
East Gippsland Water Information Statement Lot 3
Lease Agreement
Property Clearance Certificate
Vic Roads Certificate
Due Diligence Checklist

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

Page 1 of 1

VOLUME 07299 FOLIO 757

Security no : 124138572404A
Produced 14/09/2026 04:42 PM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 018250.
PARENT TITLE Volume 03098 Folio 502
Created by instrument 2217000 13/09/1949

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WILLIAM MOLINARO of 715 LONGWOOD-RUFFY ROAD LONGWOOD EAST VIC 3665
AR644959P 12/11/2018

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP018250 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: 120 DAY STREET BAIRNSDALE VIC 3875

DOCUMENT END

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

Page 1 of 1

VOLUME 07601 FOLIO 133

Security no : 124138572401D
Produced 14/09/2026 04:42 PM

LAND DESCRIPTION

Lot 1 on Title Plan 806552D.
PARENT TITLE Volume 03098 Folio 502
Created by instrument 2343708 13/11/1950

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WILLIAM MOLINARO of 715 LONGWOOD-RUFFY ROAD LONGWOOD EAST VIC 3665
AR644959P 12/11/2018

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.

DIAGRAM LOCATION

SEE TP806552D 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: 120 DAY STREET BAIRNSDALE VIC 3875

DOCUMENT END

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

Page 1 of 1

VOLUME 07252 FOLIO 392

Security no : 124138572402B
Produced 14/09/2026 04:42 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 018250.
PARENT TITLE Volume 03098 Folio 502
Created by instrument 2157550 11/08/1948

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WILLIAM MOLINARO of 715 LONGWOOD-RUFFY ROAD LONGWOOD EAST VIC 3665
AR644959P 12/11/2018

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP018250 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: 120 DAY STREET BAIRNSDALE VIC 3875

DOCUMENT END

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Document Identification	TP806552D
Number of Pages (excluding this cover sheet)	1
Document Assembled	14/09/2026 16:42

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Document Identification	LP018250
Number of Pages (excluding this cover sheet)	1
Document Assembled	14/09/2026 16:42

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The document is invalid if this cover sheet is removed or altered.

From www.planning.vic.gov.au at 14 September 2026 05:03 PM

PROPERTY DETAILS

Address: **120 DAY STREET BAIRNSDALE 3875**
 Lot and Plan Number: **More than one parcel - see link below**
 Standard Parcel Identifier (SPI): **More than one parcel - see link below**
 Local Government Area (Council): **EAST GIPPSLAND**
 Council Property Number: **79470**
 Planning Scheme: **East Gippsland**
 Directory Reference: **Vicroads 688 F8**

www.eastgippsland.vic.gov.au

[Planning Scheme - East Gippsland](#)

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Urban Water Corporation: **East Gippsland Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

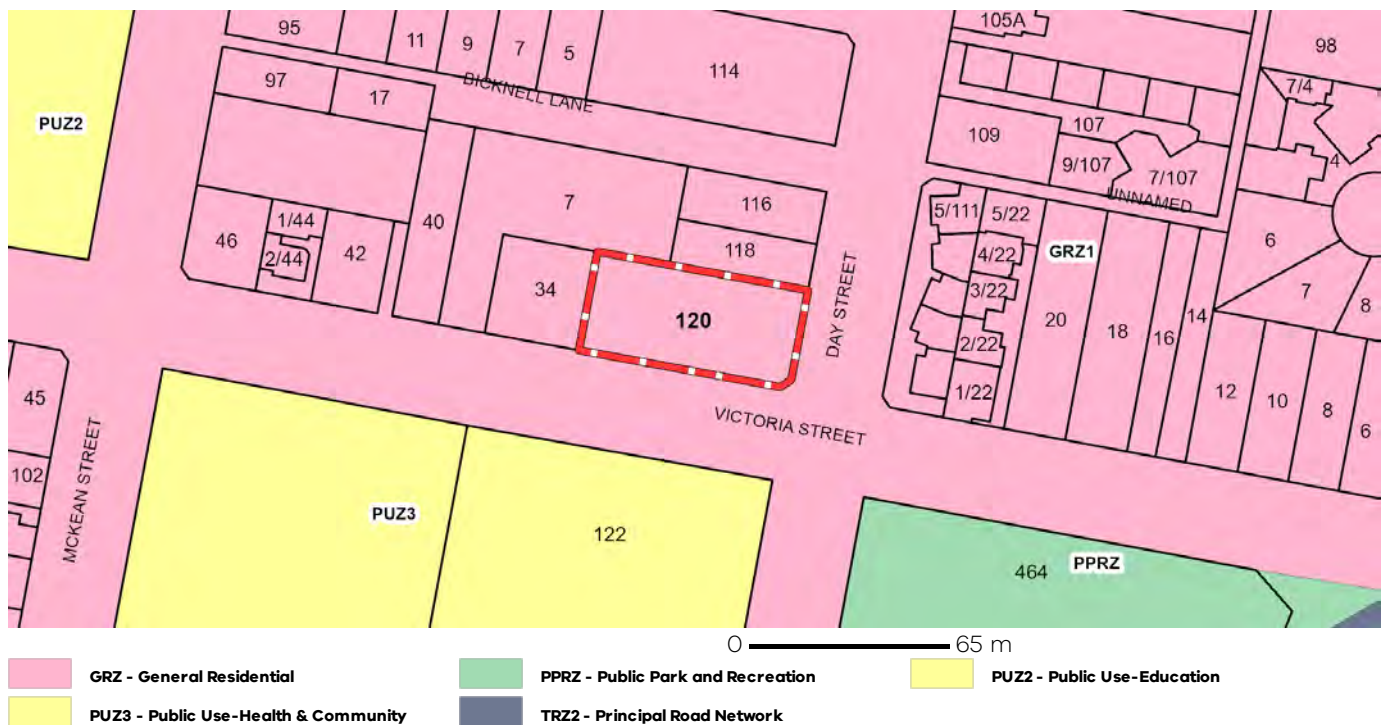
Legislative Council: **EASTERN VICTORIA**
 Legislative Assembly: **GIPPSLAND EAST**
 OTHER
 Registered Aboriginal Party: **Gunaikurnai Land and Waters
 Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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

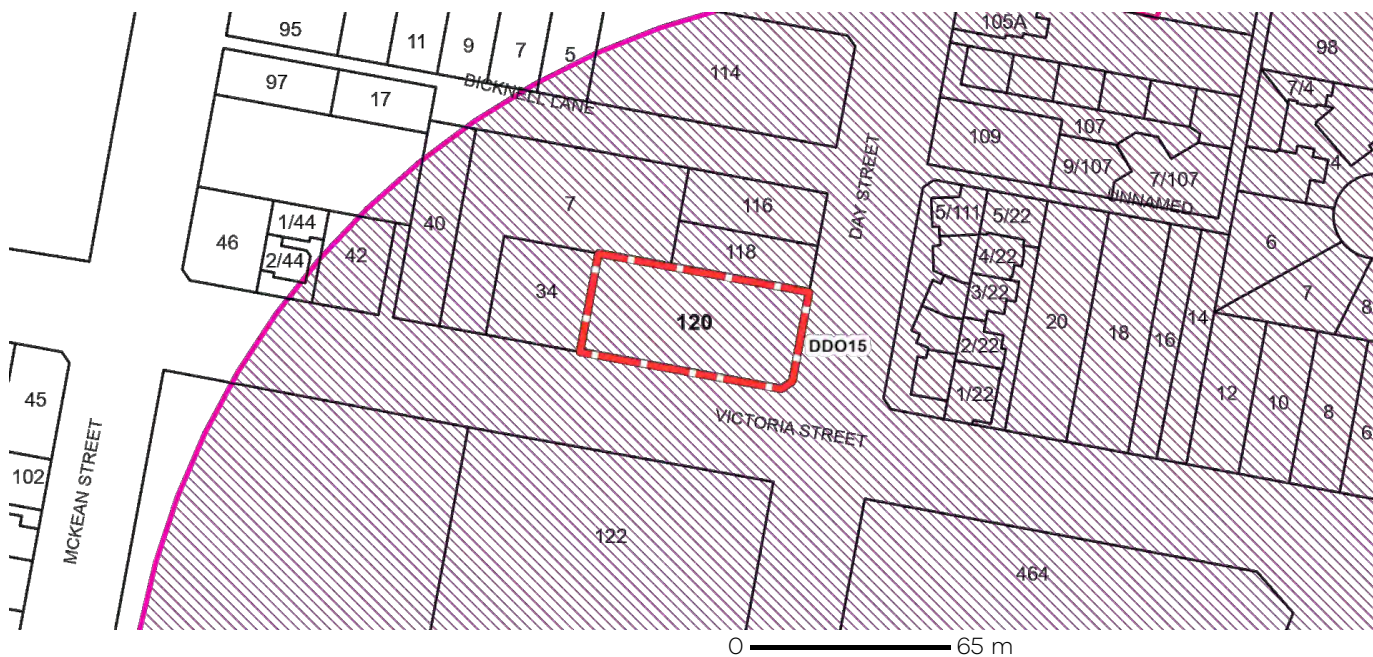


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

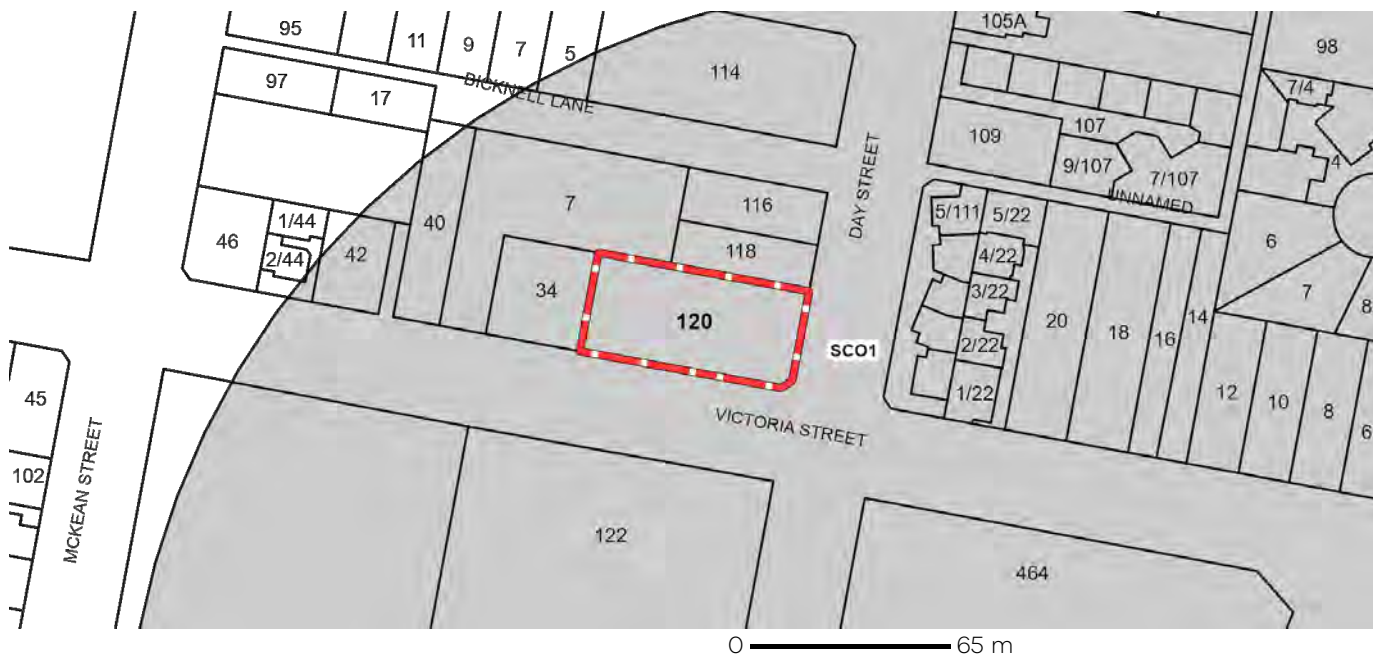
DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 15 (DDO15)



SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - PS MAP REF SCO1 SCHEDULE (SCO1)

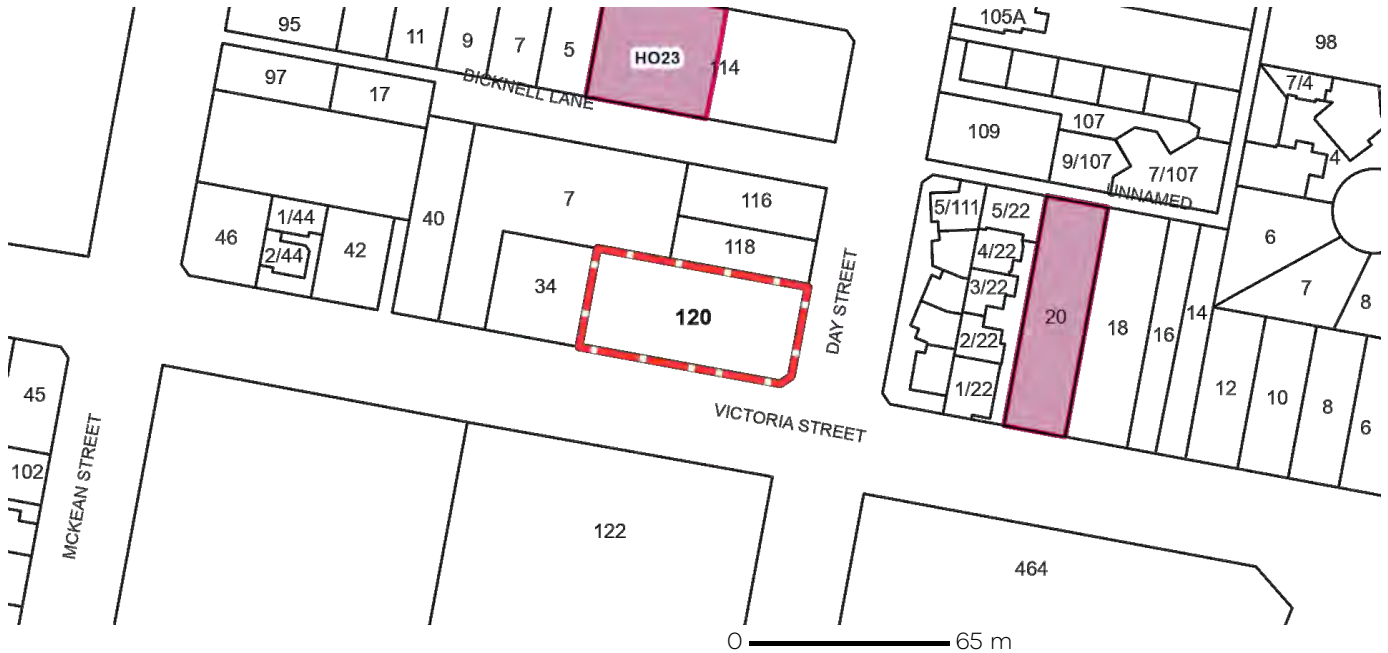


Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



HO - Heritage Overlay

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

Further Planning Information

Planning scheme data last updated on 17 September 2026.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

LAND INFORMATION CERTIFICATE

In accordance with Section 121 of the *Local Government Act 2020*

Certificate Number: 20270590
Date of Issue: 23/09/2026

Applicants Reference: 2613624

Applicant: Silverthorn Conveyancing
Unit 2
5 Cook Drive
PAKENHAM VIC 3810

Corporate Centre
273 Main Street (PO Box 1618)
Bairnsdale Victoria 3875
Telephone: (03) 5153 9500
National Relay Service: 133 677
Facsimile: (03) 5153 9576
Email: feedback@egipps.vic.gov.au
ABN 81 957 967 765

Assessment Number	79470	Area	0.2263 Hectares
Property Address	120 Day Street BAIRNSDALE VIC 3875		
Property Description	Lot: 3 LP: 18250, Lot: 2 LP: 18250, Lot: 1 TP: 806552		
Site Value	\$300,000.00	Level of Value Date 01/01/2026	
Capital Improved Value	\$1,525,000.00		
Net Annual Value	\$96,500.00		
Australian Valuation Property Classification Code (AVPCC) 273: Crematorium/Funeral Services			

STATEMENT OF RATES AND CHARGES LEVIED FOR PERIOD ENDING 30 JUNE 2027 AND BALANCE DUE

Rates Levied		Levy Amount
Comm/Industrial Rate		\$5,317.10
Municipal Charge		\$263.40
Waste Levy		\$57.60
ESVF - Commercial Charge		\$2,028.25
ESVF - Commercial Fixed Charge		\$282.00
Brought forward balance as at 30/06/2026		\$0.00
Interest to 30/06/2026		\$0.00
Other Adjustments		\$0.00
Property Debt (Balance)		\$0.00
Less Rate Waiver		\$0.00
Less Pensioner Government Rebate		\$0.00
Less Council Special Rebate		\$0.00
Less Payments		-\$1,987.35
Total Balance Due		\$5,961.00

NOTE: Any payment made which is reflected in the balance above, is subject to normal bank clearance procedures.

Any unpaid rate arrears are due immediately and interest will continue to apply until paid in full.

Rates are due for payment in full by 15/02/2027 (except where paying by instalments). Current year rates unpaid after the due date/s, may also be subject to interest.

FINANCIALS ARE CORRECT AS AT THE DATE OF ISSUE, PLEASE CONTACT COUNCIL FOR AN UPDATE PRIOR TO SETTLEMENT.

OTHER INFORMATION

1. Credit Balances

If account is currently in credit, credit will apply to new owner unless instructions to issue a refund are received from the conveyancers involved in this sale. If no instructions are received you will need to take this credit into consideration when preparing settlement figures.

2. Farming Properties

1a) If this property is currently subject to the farm rate differential, the property will revert to the general rate differential in the next rating period after transfer to the new owner/s, unless an application for the farm rate is lodged by the new owner/s.

1b) If this property is also exempt from the Council Municipal Charge and Waste Levy as well as the fixed component of the Emergency Services and Volunteers Fund under the Single Farming Enterprise provisions, these charges will also be added from the next rating period, unless an application for exemptions is lodged by the new owner/s.

3. Waste Service

If this property is within a defined waste collection district and either a key or bins have been supplied to the current owner/premises, please note that they are the property of Council and MUST remain at the premises. Please ensure the key or bins are left at the premises as a fee will apply for any replacement.

4. Other

POTENTIAL LIABILITY

1. There ARE NO other Notices or Orders on the land that have been served by Council under the *Local Government Act 1958*, *Local Government Act 1989*, *Local Government Act 2020*, or under a Local Law of the Council which have a continuing application as at the date of this Certificate.
2. There ARE NO outstanding amounts required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under Section 18 of the *Subdivision of Land Act 1988*, or the *Local Government Act 1958*.
3. There is no potential liability for rates under the *Cultural and Recreational Land Act 1963*.
4. There IS NO money owed in relation to Section 94(S) of the *Electricity Industry Act 2000*.
5. There IS NO money owed for works under the *Local Government Act 1958*.
6. There IS NO money owed under Section 227 or the *Local Government Act 1989*.
7. There IS NO potential liability for the land to become rateable under Section 173 or 174A of the *Local Government Act 1989*, unless shown below.

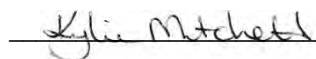


In accordance with Section 175 of the *Local Government Act 1989*, the purchaser of the land must pay any rate or charge on the land by the due date, or if that date has passed, immediately after they become the owner. Council recommends that payment of all outstanding amounts is made at settlement.

This Certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, *Local Government Act 1958* or under a Local Law or By Law of the Council.

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

I hereby certify that the information provided in this certificate is true and correct at the date of issue for the property described in this certificate. A verbal update of information included in this Certificate will be provided up to 60 days after the date of issue. Applicants should confirm details with Council prior to settlement.

 **AUTHORISED OFFICER**



Billers Code: 125864
Ref: 1707947014





133 Macleod St (PO Box 52)
Bairnsdale Victoria 3875

Telephone 1300 720 700
www.egwater.vic.gov.au

ABN: 40 096 764 586

Att: STEPHANIE GALOJLIC
Silverthorn Conveyancing

Your Ref: 2613624
Statement No: 75779
Property No: 11-1093-0850
Account No: 11-1093-0850-01-3
Date: 16-Sep-2026

Information Statement

Water Act 1989, Section 158

Statement of encumbrances, works required, outstanding matters, tariffs and other charges including outstanding amounts and other information which the Authority considers relevant for the property known as:

32 Victoria St, Bairnsdale VIC 3875

Titles(s):

Lot 1, Title Plan 806552, Volume 7601, Folio 133

Owner(s):

Molinaro, William

Account Calculation:

Fees and Charges	\$0.00
Scheme Arrears	\$0.00

Total amount in arrears:

\$0.00

Access Fees: 16-Sep-2026 (from page 2)

\$119.91

Total Amount (not including volume charges):

\$119.91

Note: This certificate is valid for three months only. We recommend a financial update prior to settlement be obtained by telephoning East Gippsland Water's Bairnsdale office.

Property No: 11-1093-0850
Property Address: 32 Victoria St, Bairnsdale VIC 3875

Details for Services provided and their tariffs:

METERED SERVICE: 4381 (20mm) Meter Number: M61013

Sewerage Service Fee: EQT: 1 From 13/07/26 To 16/09/26 = 65 days @ 110.00¢ per day = \$71.50

Water Service Fee: From 13/07/26 To 16/09/26 = 65 days @ 74.48¢ per day = \$48.41

Water volume: Read _____ - Prev. Read 223 (13/07/26) = _____ kL

Water volume Charged: _____ kL = _____ kL

Water volume Charge(2026-27): _____ kL @ 285.15¢ per kL = \$_____

Other information:

** This Information Statement is valid for a period of three (3) months from the date of issue.

** To ensure the accuracy of your Information Statement, please request a financial update prior to settlement.

** East Gippsland Water must be provided with a Notice of Disposition (Acquisition) of land at time of settlement. Please send through to CCC@egwater.vic.gov.au.

** If there is an arrears amount shown on this Information Statement, this amount will continue to incur a penalty interest rate of 6.00% (2026-27).

** East Gippsland Water conducts an annual review of all non-residential (commercial) properties to ensure business type and onsite practices align with industry standards and approved pricing principles. Wastewater tariffs are charged according to the load placed on the system relative to a single domestic household (EQT). Any tariff change will take effect from 1 July each year.

** If this property is not connected to water and/or sewer, an under road bore may be required at the owner(s) cost (See attached plan). Please contact our Property Connections Department for further information.

This property is Vacant Land.

Sewer main does not traverse property (See attached plan).

A special meter reading is required to be carried out prior to settlement. East Gippsland Water needs a written application specifying the date the reading is required. The cost of a special meter reading is \$87.93 (2026-27).

This property is deemed as a potential trade waste property. East Gippsland Water must be notified when there is a change in your waste discharge or business type. This change may result in a new trade waste agreement being required. Commercial Tenant forms are enclosed for completion and to be returned to our office on settlement, if applicable.

Comments:

There are no Comments applicable to this property

Signed



James Sanford, Manager Customers

East Gippsland Water

PO Box 52
Bairnsdale Victoria 3875

Electronic Payment Option:
Please make this payment via
internet or phone banking.



Biller Code: 16063
Ref: 1110 9308 5001 3

Property No: 11-1093-0850
Property Address: 32 Victoria St, Bairnsdale VIC 3875

Information Statement Remittance Page

<u>AccountNo</u>	<u>Description</u>	<u>Amount</u>	<u>Barcode</u>
11-1093-0850-01	Water Account	\$119.91	
Total		\$119.91	

*** Please return this page with your payment ***



Legend

Water Mains

- Main Supply Pipeline
- Water Main

Sewer Gravity Mains

- Sewer Main

Sewer Pressure Mains

- Pressure Main

- Rising Main

- Sewer Manholes

Sewer Property Connections

- Gravity
- Pressure
- Property Boundaries



<<INTRAMAPSTITLE>>

DISCLAIMER: East Gippsland Water accepts no responsibility for the accuracy of any dimension appearing on this plan. Any persons undertaking works in the vicinity of East Gippsland Water assets are advised to contact our offices to arrange an on-site location. Compensation will be sought for any damage or loss to Corporation assets.

Wednesday, September 16,
2026

Scale 1:857.732667419774





Email *

Occupying tenant details

Property address

Street address *

Suburb / Town *

State *

Postcode *

☐ Tenant's mailing address if different to the above

Address

Postal address *

Suburb / Town *

State *

Postcode *

Lease start date *

Company details

ABN

ACN

Please provide a company name or a business name *

Company name

Business name

Preferred billing name

Rental agent's name

Contact details

Title

Surname

Given name 1

Given name 2

Please provide at least one phone number *

Business phone

Area code Number

After hours phone

Area code Number

Mobile

Email

Meter reading (if known)

You may provide a reading of your meter to the business. Some businesses charge a fee to your landlord if no read/incorrect read is provided. The business has the right to check the read provided and adjust if incorrect. For more details on how to read the meter and fees please contact the [Water Corporation](#).

Meter number

Meter reading

Date of reading

Additional information

Any other relevant information

Acknowledgement

I understand and acknowledge that:

- The information provided in this application is true and complete to the best of my knowledge.
- East Gippsland Water may refuse this application if it becomes evident that any information or supporting documents provided is incomplete or false.
- I approve of the information that has been provided in this application.
- I have made the tenant aware that future accounts will be billed to them following this request.
- I understand that should the tenant not pay their bill, charges will remain my/our responsibility. Any unpaid amounts will be forwarded to our collection agents as part of our normal collection procedures. This may incur collection costs and legal costs to the owner without notice.
- If I need a meter reading completed and certificate issued outlining the water volume charges outstanding to the final reading date, I will need to contact East Gippsland Water and pay in advance for the meter reading.

Your privacy is a primary concern to us at East Gippsland Water. When you provide your personal information to us, we will maintain your confidentiality, and the information will be used only to support your customer relationship with East Gippsland Water.

☐ By ticking this checkbox I confirm that I have read and understood all the statements above *

☐ East Gippsland Water may use my email address for future email purposes

Name of person completing this application *

Date *

Signature of person completing this application *

Privacy statement

Your privacy is a primary concern to us at East Gippsland Water. When you provide your personal information to us, we will maintain your confidentiality, and the information will be used only to support your customer relationship with East Gippsland Water.

Lodgement

If you intend to post or fax this form please use the details provided below:

East Gippsland Water
PO Box 52
Bairnsdale VIC 3875

Telephone: 1300 720 700

Fax: 03 5150 4477

Email: egw@egwater.vic.gov.au

Website: <http://www.egwater.vic.gov.au>



Tenancy Notification

Office use only	
Batch no.	Date processed
Service desk no.	
☐ Form completed by Call centre	

East Gippsland Water

1300 720 700 <http://www.egwater.vic.gov.au>

Fields marked with an asterisk (*) are mandatory.

Do you need to complete this form?

You need to complete this form if you are:

- A RESIDENTIAL TENANT moving into or vacating a property with a separately metered service. A separately metered service refers to one that is not shared between other tenants and that you receive a separate account for from the water business.
- An OWNER or AGENT and you wish to register or vacate a RESIDENTIAL TENANT with a separately metered service.
- An OWNER, AGENT or TENANT of a COMMERCIAL PROPERTY and you wish for future accounts to be issued to the occupier.
- An OWNER, AGENT or TENANT of a COMMERCIAL PROPERTY and you wish to vacate the occupier and have future accounts issued to the owner.

Please select the following as best describes you:

- Applicant *: ☐ Tenant ☐ Agent ☒ Owner
- Advising us that the tenant is *: ☒ Vacating ☐ Occupying
- Type of property *: ☐ Residential ☒ Commercial
- Is trade waste applicable? ☐ Yes ☐ No ☒ Unsure

Applicant details

Owner details

Is the applicant an individual or a company? * ☐ Individual ☒ Company

Title * Surname * Given name 1 * Given name 2

Address

Postal address *

Suburb / Town * State * Postcode *

Contact details

Please provide at least one phone number *

Business phone After hours phone Mobile
() ()
Area code Number Area code Number

Email *

Company details

ABN ACN

Company name Business name

Address

Postal address *

Suburb / Town *

State *

Postcode *

Contact details

Title *

Surname *

Given name 1 *

Given name 2

Please provide at least one phone number *

Business phone

After hours phone

Mobile

()

Area code

Number

()

Area code

Number

Email *

Vacating tenant details

Customer / Account number

Property Address

Street address *

Suburb / Town *

State *

Postcode *

Lease end date *:

Rental agent's name

Forwarding Address

Postal address *

e.g. Level 11, 55 Collins Street

Suburb / Town *

State *

Postcode *

Company details

ABN

ACN

Please provide a company name or a business name *

Company name

Business name

Preferred billing name

Contact details

Title

Surname

Given name 1

Given name 2

Please provide at least one phone number *

Business phone	After hours phone	Mobile
()	()	
Area code Number	Area code Number	
Email		

Meter reading (if known)

You may provide a reading of your meter to the business. Some businesses charge a fee to your landlord if no read/incorrect read is provided. The business has the right to check the read provided and adjust if incorrect. For more details on how to read the meter and fees please contact the Water Corporation.

Meter number	Meter reading	Date of reading

Additional information

Any other relevant information

Acknowledgement

I understand and acknowledge that:

- The information provided in this application is true and complete to the best of my knowledge.
- East Gippsland Water may refuse this application if it becomes evident that any information or supporting documents provided is incomplete or false.
- I approve of the information that has been provided in this application.
- I understand that a final meter reading will not be completed on my behalf.
- The responsibility of finalising the water bills will be arranged between myself and the outgoing tenant. Any outstanding charges remain my responsibility. Unpaid amounts may be forwarded to East Gippsland Water collection agents as part of their normal collection procedure. This may incur collection and legal costs to me without notice.
- If I would like a final reading completed and certificate issued outlining the water volume charges outstanding to the final reading date, I will need to contact East Gippsland Water and pay in advance for the meter reading.

Your privacy is a primary concern to us at East Gippsland Water. When you provide your personal information to us, we will maintain your confidentiality, and the information will be used only to support your customer relationship with East Gippsland Water.

- ☐ By ticking this checkbox I confirm that I have read and understood all the statements above *
- ☐ East Gippsland Water may use my email address for future email purposes

Name of person completing this application *

Date *

Signature of person completing this application *

Privacy statement

Your privacy is a primary concern to us at East Gippsland Water. When you provide your personal information to us, we will maintain your confidentiality, and the information will be used only to support your customer relationship with East Gippsland Water.

Lodgement

If you intend to post or fax this form please use the details provided below:

East Gippsland Water

PO Box 52

Bairnsdale VIC 3875

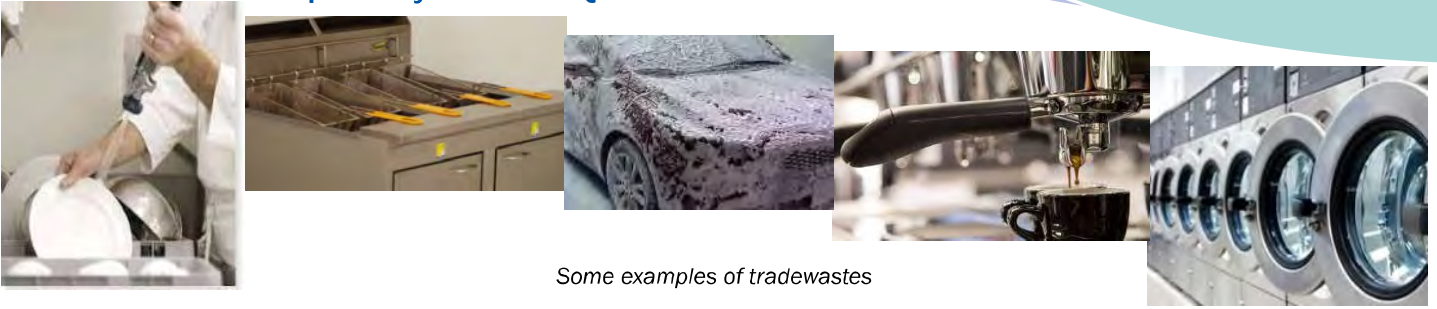
Telephone: 1300 720 700

Fax: 03 5150 4477

Email: egw@egwater.vic.gov.au

Website: <http://www.egwater.vic.gov.au>

Frequently Asked Questions



Some examples of tradewastes

What is trade waste?

Trade waste is any liquid waste (and substance contained in it) generated by any industry, business, trade or manufacturing process, other than domestic waste, acceptable for discharge to sewer. This waste may need to be treated before it is discharged to protect East Gippsland Water's sewer systems. A full definition of trade waste, is included in East Gippsland Water's trade waste agreement.

What is a trade waste agreement?

Under the Water Act 1989, commercial properties discharging trade waste are required to have a written Trade Waste Agreement outlining conditions of discharge to East Gippsland Water's sewer. Agreements are usually split into two categories:

Minor Trade Waste Agreements

These cover the majority of agreements that East Gippsland Water enters into, and usually deals with standard types of trade waste, such as greasy waste generated by food preparation premises.

Major Trade Waste Agreements

These cover businesses generating large volumes of different types of trade waste. Major Trade Waste Agreements are usually more complex than Minor Trade Waste Agreements and may involve a different level of charges.

Deemed customers are non-residential customers who discharge low volumes of low strength wastewater and are considered too small to require an agreement. A deemed customer does not need to pay trade waste charges or hold a site-specific trade waste agreement. These customers must advise East Gippsland Water of any changes to their waste discharge. If in doubt, please call East Gippsland Water to discuss.

Will my premises be inspected?

Yes. East Gippsland Water will maintain a database and carry out inspections to ensure adherence to trade waste agreements. The frequency of these inspections will depend upon the type of trade waste appliance installed.

What is a trade waste appliance?

The purpose of a trade waste appliance is to trap and partially treat waste material and prevent it from entering the sewerage system. Common types of trade waste appliances are grease interceptors, triple interceptor traps, cooling pits, etc.

Why does East Gippsland Water manage trade waste?

There are various aspects of the East Gippsland Water Trade Waste Program including:

- Identification of properties that discharge a trade waste. This includes identification of properties that have a suitable trade waste appliance, and those that don't.
- Ensuring that written agreements are in place for all relevant properties. Many businesses have existing agreements but these may need to be updated.
- Ensuring that suitable trade waste appliances are installed in situations where they are not currently installed, or are inadequate.
- Ensuring that businesses are being charged correctly.
- Monitoring of the system and inspections to ensure adherence to Trade Waste Agreements and appliances are pumped out at least annually.

Our trade waste management program manages risk to:

- Protect the sewer system by preventing blockages and spills
- Protect the health and safety of sewer workers
- Protect the wastewater treatment plant processes
- Protect the environment.

What are my trade waste legal obligations?

The primary legal obligation, applicable to all trade waste producers in Victoria who discharge to a sewer network, is that they hold a valid trade waste agreement with their local water corporation.

Section 178 of the Water Act 1989, states that it is an offence to discharge trade waste into the sewerage system managed by East Gippsland Water without a Trade Waste Agreement or consent.

How do I connect to the sewer?

You must use a licensed plumber to connect your business to sewer for the purposes of discharging trade waste.

An application to connect form must be completed and reviewed by the East Gippsland Water Technical Officer Property Connections.

Will all my business competitors be involved in this program?

Yes. All retail and industrial businesses generating a trade waste are required to enter into a Trade Waste Agreement with East Gippsland Water.

If I don't have a trade waste appliance, or my existing trade waste appliance is inadequate, what do I do?

At the time of first inspection, the Corporation's officer will determine if you require installation or upgrading of a trade waste appliance.

A period of up to six months will be permitted to complete the installation or alterations. However, if the trade waste is such that it may cause damage to the Corporation's assets or endanger its employees, work will need to be undertaken immediately.

A registered plumber will need to be engaged to carry out this work.

If I have a suitable trade waste appliance, why do I have to pay trade waste charges to the Corporation?

Trade waste appliances are not sophisticated enough to trap all the pollutants in the wastewater stream. Further treatment is therefore required downstream at East Gippsland Water's wastewater treatment plants. As part of the user-pay system, your trade waste charges contribute to the cost of treatment as well as inspections, monitoring of the system and administration of the trade waste program.

How will I receive my trade waste charges?

Minor trade waste charges will be included on your regular rate notice. Please refer to East Gippsland Water's tariff schedule available on our website for a list of relevant charges.

Major trade waste agreements that involve more complex calculations will require a separate account.

Do I have to pay to have my trade waste appliance cleaned?

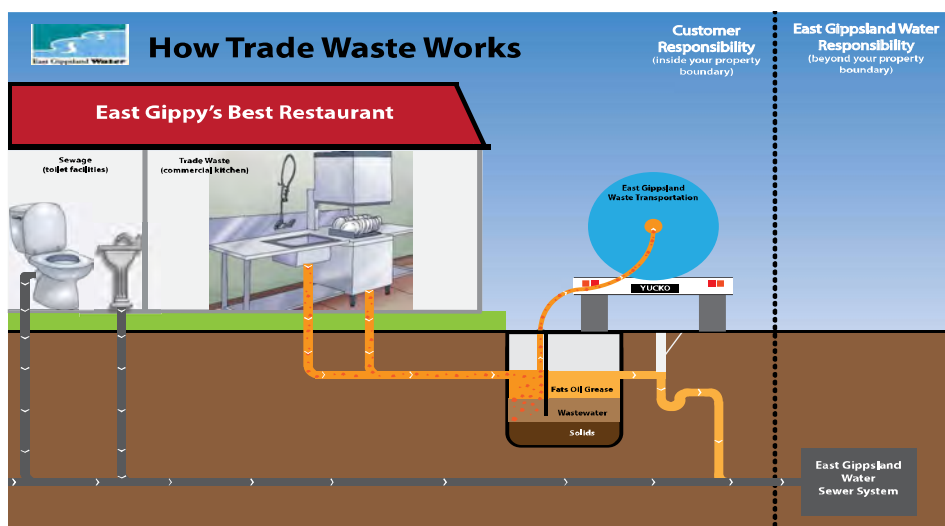
Yes. Trade waste charges do not include the cost of removal of the accumulated waste in the appliance. It is your responsibility to arrange and pay the associated costs of regular removal of the material (at least annually). The Environment Protection Authority requires the contractor to have a suitable permit.

You must retain written evidence of each pump out and provide a copy to East Gippsland Water annually.

My business has changed and I no longer produce trade waste. What are my options?

A trade waste may be disconnected, by a licensed plumber, due to a change in business type or if the business has sold or closed. An inspection of the disconnection may be carried out by the Property Connections Officer.

You are required to contact East Gippsland Water to advise of this information. Charges will continue until you have notified East Gippsland Water and you will be liable for ongoing charges until evidence is provided of the disconnection.





133 Macleod St (PO Box 52)
Bairnsdale Victoria 3875

Telephone 1300 720 700
www.egwater.vic.gov.au

ABN: 40 096 764 586

Att: STEPHANIE GALOJLIC
Silverthorn Conveyancing
Stephanie@Silverthornconveyancing.Com.Au

Your Ref: 2613624
Statement No: 75778
Property No: 11-1093-0800
Account No: 11-1093-0800-01-8
Date: 16-Sep-2026

Information Statement

Water Act 1989, Section 158

Statement of encumbrances, works required, outstanding matters, tariffs and other charges including outstanding amounts and other information which the Authority considers relevant for the property known as:

30 Victoria St, Bairnsdale VIC 3875

Titles(s):

Lot 2, Lodged Plan 18250, Volume 7252, Folio 392

Owner(s):

Molinaro, William

Account Calculation:

Fees and Charges	\$0.00
Scheme Arrears	\$0.00

Total amount in arrears:

\$0.00

Access Fees: 16-Sep-2026 (from page 2)

\$188.48

Total Amount (not including volume charges):

\$188.48

Note: This certificate is valid for three months only. We recommend a financial update prior to settlement be obtained by telephoning East Gippsland Water's Bairnsdale office.

Property No: 11-1093-0800
Property Address: 30 Victoria St, Bairnsdale VIC 3875

Details for Services provided and their tariffs:

METERED SERVICE: 4380 (20mm) Meter Number: 06w938280

Sewerage Service Fee: EQT: 1 From 14/07/26 To 16/09/26 = 64 days @ 220.02¢ per day = \$140.81

Water Service Fee: From 14/07/26 To 16/09/26 = 64 days @ 74.48¢ per day = \$47.67

Water volume: Read _____ - Prev. Read 690 (14/07/26) = _____ kL

Water volume Charged: _____ kL = _____ kL

Water volume Charge(2026-27): _____ kL @ 285.15¢ per kL = \$_____

Other information:

** This Information Statement is valid for a period of three (3) months from the date of issue.

** To ensure the accuracy of your Information Statement, please request a financial update prior to settlement.

** East Gippsland Water must be provided with a Notice of Disposition (Acquisition) of land at time of settlement. Please send through to CCC@egwater.vic.gov.au.

** If there is an arrears amount shown on this Information Statement, this amount will continue to incur a penalty interest rate of 6.00% (2026-27).

** East Gippsland Water conducts an annual review of all non-residential (commercial) properties to ensure business type and onsite practices align with industry standards and approved pricing principles. Wastewater tariffs are charged according to the load placed on the system relative to a single domestic household (EQT). Any tariff change will take effect from 1 July each year.

** If this property is not connected to water and/or sewer, an under road bore may be required at the owner(s) cost (See attached plan). Please contact our Property Connections Department for further information.
Sewer main does not traverse property (See attached plan).

A special meter reading is required to be carried out prior to settlement. East Gippsland Water needs a written application specifying the date the reading is required. The cost of a special meter reading is \$87.93 (2026-27).

This property is deemed as a potential trade waste property. East Gippsland Water must be notified when there is a change in your waste discharge or business type. This change may result in a new trade waste agreement being required. Commercial Tenant forms are enclosed for completion and to be returned to our office on settlement, if applicable.

Comments:

There are no Comments applicable to this property

Signed



James Sanford, Manager Customers

East Gippsland Water

PO Box 52
Bairnsdale Victoria 3875

Electronic Payment Option:
Please make this payment via
internet or phone banking.



Biller Code: 16063
Ref: 1110 9308 0001 8

Property No: 11-1093-0800
Property Address: 30 Victoria St, Bairnsdale VIC 3875

Information Statement Remittance Page

<u>AccountNo</u>	<u>Description</u>	<u>Amount</u>	<u>Barcode</u>
11-1093-0800-01	Water Account	\$188.48	
Total		\$188.48	

*** Please return this page with your payment ***



Legend

Water Mains

- Main Supply Pipeline
- Water Main

Sewer Gravity Mains

- Sewer Main

Sewer Pressure Mains

- Pressure Main
- Rising Main

- Sewer Manholes

Sewer Property Connections

- Gravity
- Pressure
- Property Boundaries



<<INTRAMAPSTITLE>>

DISCLAIMER: East Gippsland Water accepts no responsibility for the accuracy of any dimension appearing on this plan. Any persons undertaking works in the vicinity of East Gippsland Water assets are advised to contact our offices to arrange an on-site location. Compensation will be sought for any damage or loss to Corporation assets.

Wednesday, September 16,
2026

Scale 1:864.878056226077



Email *

Occupying tenant details

Property address

Street address *

Suburb / Town *

State *

Postcode *

☐ Tenant's mailing address if different to the above

Address

Postal address *

Suburb / Town *

State *

Postcode *

Lease start date *

Company details

ABN

ACN

Please provide a company name or a business name *

Company name

Business name

Preferred billing name

Rental agent's name

Contact details

Title

Surname

Given name 1

Given name 2

Please provide at least one phone number *

Business phone

Area code Number

After hours phone

Area code Number

Mobile

Email

Meter reading (if known)

You may provide a reading of your meter to the business. Some businesses charge a fee to your landlord if no read/incorrect read is provided. The business has the right to check the read provided and adjust if incorrect. For more details on how to read the meter and fees please contact the [Water Corporation](#).

Meter number

Meter reading

Date of reading

Additional information

Any other relevant information

Acknowledgement

I understand and acknowledge that:

- The information provided in this application is true and complete to the best of my knowledge.
- East Gippsland Water may refuse this application if it becomes evident that any information or supporting documents provided is incomplete or false.
- I approve of the information that has been provided in this application.
- I have made the tenant aware that future accounts will be billed to them following this request.
- I understand that should the tenant not pay their bill, charges will remain my/our responsibility. Any unpaid amounts will be forwarded to our collection agents as part of our normal collection procedures. This may incur collection costs and legal costs to the owner without notice.
- If I need a meter reading completed and certificate issued outlining the water volume charges outstanding to the final reading date, I will need to contact East Gippsland Water and pay in advance for the meter reading.

Your privacy is a primary concern to us at East Gippsland Water. When you provide your personal information to us, we will maintain your confidentiality, and the information will be used only to support your customer relationship with East Gippsland Water.

☐ By ticking this checkbox I confirm that I have read and understood all the statements above *

☐ East Gippsland Water may use my email address for future email purposes

Name of person completing this application *

Date *

Signature of person completing this application *

Privacy statement

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Lodgement

If you intend to post or fax this form please use the details provided below:

East Gippsland Water
PO Box 52
Bairnsdale VIC 3875

Telephone: 1300 720 700

Fax: 03 5150 4477

Email: egw@egwater.vic.gov.au

Website: <http://www.egwater.vic.gov.au>



Tenancy Notification

Office use only	
Batch no.	Date processed
Service desk no.	
☐ Form completed by Call centre	

East Gippsland Water

1300 720 700 <http://www.egwater.vic.gov.au>

Fields marked with an asterisk (*) are mandatory.

Do you need to complete this form?

You need to complete this form if you are:

- A RESIDENTIAL TENANT moving into or vacating a property with a separately metered service. A separately metered service refers to one that is not shared between other tenants and that you receive a separate account for from the water business.
- An OWNER or AGENT and you wish to register or vacate a RESIDENTIAL TENANT with a separately metered service.
- An OWNER, AGENT or TENANT of a COMMERCIAL PROPERTY and you wish for future accounts to be issued to the occupier.
- An OWNER, AGENT or TENANT of a COMMERCIAL PROPERTY and you wish to vacate the occupier and have future accounts issued to the owner.

Please select the following as best describes you:

- Applicant *: ☐ Tenant ☐ Agent ☒ Owner
- Advising us that the tenant is *: ☒ Vacating ☐ Occupying
- Type of property *: ☐ Residential ☒ Commercial
- Is trade waste applicable? ☐ Yes ☐ No ☒ Unsure

Applicant details

Owner details

Is the applicant an individual or a company? * ☐ Individual ☒ Company

Title * Surname * Given name 1 * Given name 2

Address

Postal address *

Suburb / Town * State * Postcode *

Contact details

Please provide at least one phone number *

Business phone After hours phone Mobile
() () ()
Area code Number Area code Number

Email *

Company details

ABN ACN

Company name Business name

Address

Postal address *

Suburb / Town *

State *

Postcode *

Contact details

Title *

Surname *

Given name 1 *

Given name 2

Please provide at least one phone number *

Business phone

After hours phone

Mobile

Area code

Number

Area code

Number

Email *

Vacating tenant details

Customer / Account number

Property Address

Street address *

Suburb / Town *

State *

Postcode *

Lease end date *:

Rental agent's name

Forwarding Address

Postal address *

e.g. Level 11, 55 Collins Street

Suburb / Town *

State *

Postcode *

Company details

ABN

ACN

Please provide a company name or a business name *

Company name

Business name

Preferred billing name

Contact details

Title

Surname

Given name 1

Given name 2

Please provide at least one phone number *

Business phone	After hours phone	Mobile
()	()	
Area code Number	Area code Number	
Email		

Meter reading (if known)

You may provide a reading of your meter to the business. Some businesses charge a fee to your landlord if no read/incorrect read is provided. The business has the right to check the read provided and adjust if incorrect. For more details on how to read the meter and fees please contact the Water Corporation.

Meter number	Meter reading	Date of reading

Additional information

Any other relevant information

Acknowledgement

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- East Gippsland Water may refuse this application if it becomes evident that any information or supporting documents provided is incomplete or false.
- I approve of the information that has been provided in this application.
- I understand that a final meter reading will not be completed on my behalf.
- The responsibility of finalising the water bills will be arranged between myself and the outgoing tenant. Any outstanding charges remain my responsibility. Unpaid amounts may be forwarded to East Gippsland Water collection agents as part of their normal collection procedure. This may incur collection and legal costs to me without notice.
- If I would like a final reading completed and certificate issued outlining the water volume charges outstanding to the final reading date, I will need to contact East Gippsland Water and pay in advance for the meter reading.

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- ☐ By ticking this checkbox I confirm that I have read and understood all the statements above *
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Name of person completing this application *

Date *

Signature of person completing this application *

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East Gippsland Water

PO Box 52

Bairnsdale VIC 3875

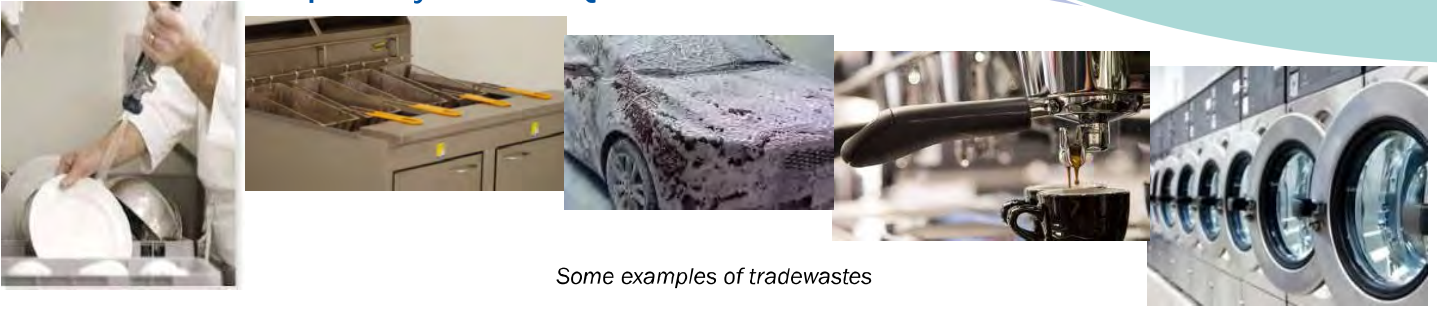
Telephone: 1300 720 700

Fax: 03 5150 4477

Email: egw@egwater.vic.gov.au

Website: <http://www.egwater.vic.gov.au>

Frequently Asked Questions



Some examples of tradewastes

What is trade waste?

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- Protect the wastewater treatment plant processes
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How do I connect to the sewer?

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An application to connect form must be completed and reviewed by the East Gippsland Water Technical Officer Property Connections.

Will all my business competitors be involved in this program?

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Major trade waste agreements that involve more complex calculations will require a separate account.

Do I have to pay to have my trade waste appliance cleaned?

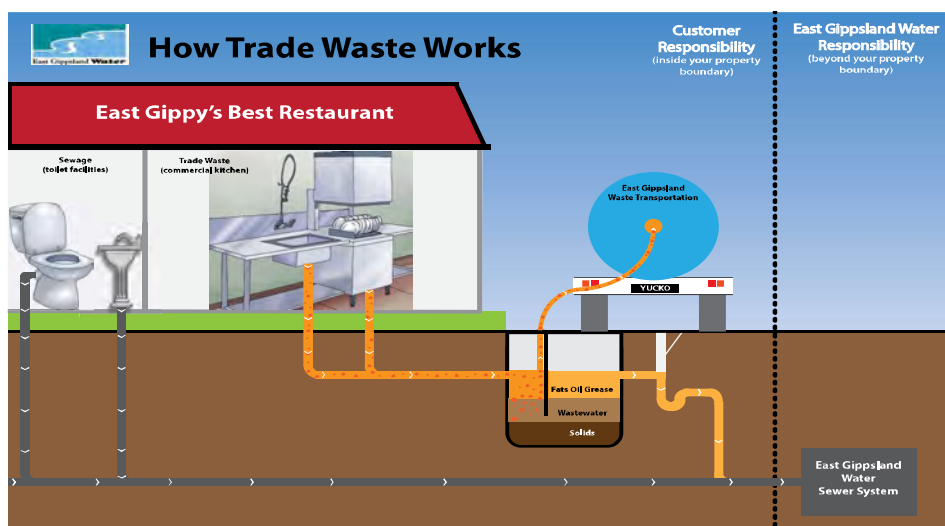
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You must retain written evidence of each pump out and provide a copy to East Gippsland Water annually.

My business has changed and I no longer produce trade waste. What are my options?

A trade waste may be disconnected, by a licensed plumber, due to a change in business type or if the business has sold or closed. An inspection of the disconnection may be carried out by the Property Connections Officer.

You are required to contact East Gippsland Water to advise of this information. Charges will continue until you have notified East Gippsland Water and you will be liable for ongoing charges until evidence is provided of the disconnection.





133 Macleod St (PO Box 52)
Bairnsdale Victoria 3875

Telephone 1300 720 700
www.egwater.vic.gov.au

ABN: 40 096 764 586

Att: STEPHANIE GALOJLIC
Silverthorn Conveyancing
Stephanie@Silverthornconveyancing.Com.Au

Your Ref: 2613624
Statement No: 75777
Property No: 11-0279-5950
Account No: 11-0279-5950-01-2
Date: 16-Sep-2026

Information Statement

Water Act 1989, Section 158

Statement of encumbrances, works required, outstanding matters, tariffs and other charges including outstanding amounts and other information which the Authority considers relevant for the property known as:

120 Day St, Bairnsdale VIC 3875

Titles(s):

Lot 3, Lodged Plan 18250, Volume 7299, Folio 757

Owner(s):

Molinaro, William

Account Calculation:

Fees and Charges	\$0.00
Scheme Arrears	\$0.00

Total amount in arrears:

\$0.00

Access Fees: 16-Sep-2026 (from page 2)

\$191.42

Total Amount (not including volume charges):

\$191.42

Note: This certificate is valid for three months only. We recommend a financial update prior to settlement be obtained by telephoning East Gippsland Water's Bairnsdale office.

Property No: 11-0279-5950
Property Address: 120 Day St, Bairnsdale VIC 3875

Details for Services provided and their tariffs:

METERED SERVICE: 4262 (20mm) Meter Number: 77722

Sewerage Service Fee: EQT: 1 From 13/07/26 To 16/09/26 = 65 days @ 220.02¢ per day = \$143.01

Water Service Fee: From 13/07/26 To 16/09/26 = 65 days @ 74.48¢ per day = \$48.41

Water volume: Read _____ - Prev. Read 830 (13/07/26) = _____ kL

Water volume Charged: _____ kL = _____ kL

Water volume Charge(2026-27): _____ kL @ 285.15¢ per kL = \$_____

Other information:

** This Information Statement is valid for a period of three (3) months from the date of issue.

** To ensure the accuracy of your Information Statement, please request a financial update prior to settlement.

** East Gippsland Water must be provided with a Notice of Disposition (Acquisition) of land at time of settlement. Please send through to CCC@egwater.vic.gov.au.

** If there is an arrears amount shown on this Information Statement, this amount will continue to incur a penalty interest rate of 6.00% (2026-27).

** East Gippsland Water conducts an annual review of all non-residential (commercial) properties to ensure business type and onsite practices align with industry standards and approved pricing principles. Wastewater tariffs are charged according to the load placed on the system relative to a single domestic household (EQT). Any tariff change will take effect from 1 July each year.

** If this property is not connected to water and/or sewer, an under road bore may be required at the owner(s) cost (See attached plan). Please contact our Property Connections Department for further information.
Sewer main does not traverse property (See attached plan).

A special meter reading is required to be carried out prior to settlement. East Gippsland Water needs a written application specifying the date the reading is required. The cost of a special meter reading is \$87.93 (2026-27).

This property is deemed as a potential trade waste property. East Gippsland Water must be notified when there is a change in your waste discharge or business type. This change may result in a new trade waste agreement being required. Commercial Tenant forms are enclosed for completion and to be returned to our office on settlement, if applicable.

Comments:

There are no Comments applicable to this property

Signed



James Sanford, Manager Customers

East Gippsland Water

PO Box 52
Bairnsdale Victoria 3875

Electronic Payment Option:
Please make this payment via
internet or phone banking.



Biller Code: 16063
Ref: 1102 7959 5001 2

Property No: 11-0279-5950
Property Address: 120 Day St, Bairnsdale VIC 3875

Information Statement Remittance Page

<u>AccountNo</u>	<u>Description</u>	<u>Amount</u>	<u>Barcode</u>
11-0279-5950-01	Water Account	\$191.42	
Total		\$191.42	

*** Please return this page with your payment ***



<<INTRAMAPSTITLE>>

DISCLAIMER: East Gippsland Water accepts no responsibility for the accuracy of any dimension appearing on this plan. Any persons undertaking works in the vicinity of East Gippsland Water assets are advised to contact our offices to arrange an on-site location. Compensation will be sought for any damage or loss to Corporation assets.

Wednesday, September 16, 2026

Scale 1:895.869927320591



Email *

Occupying tenant details

Property address

Street address *

Suburb / Town *

State *

Postcode *

☐ Tenant's mailing address if different to the above

Address

Postal address *

Suburb / Town *

State *

Postcode *

Lease start date *

Company details

ABN

ACN

Please provide a company name or a business name *

Company name

Business name

Preferred billing name

Rental agent's name

Contact details

Title

Surname

Given name 1

Given name 2

Please provide at least one phone number *

Business phone

Area code Number

After hours phone

Area code Number

Mobile

Email

Meter reading (if known)

You may provide a reading of your meter to the business. Some businesses charge a fee to your landlord if no read/incorrect read is provided. The business has the right to check the read provided and adjust if incorrect. For more details on how to read the meter and fees please contact the [Water Corporation](#).

Meter number

Meter reading

Date of reading

Additional information

Any other relevant information

Acknowledgement

I understand and acknowledge that:

- The information provided in this application is true and complete to the best of my knowledge.
- East Gippsland Water may refuse this application if it becomes evident that any information or supporting documents provided is incomplete or false.
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☐ By ticking this checkbox I confirm that I have read and understood all the statements above *

☐ East Gippsland Water may use my email address for future email purposes

Name of person completing this application *

Date *

Signature of person completing this application *

Privacy statement

Your privacy is a primary concern to us at East Gippsland Water. When you provide your personal information to us, we will maintain your confidentiality, and the information will be used only to support your customer relationship with East Gippsland Water.

Lodgement

If you intend to post or fax this form please use the details provided below:

East Gippsland Water
PO Box 52
Bairnsdale VIC 3875

Telephone: 1300 720 700

Fax: 03 5150 4477

Email: egw@egwater.vic.gov.au

Website: <http://www.egwater.vic.gov.au>



Office use only	
Batch no. 	Date processed
Service desk no. 	
☐ Form completed by Call centre	

Fields marked with an asterisk (*) are mandatory.

Do you need to complete this form?

- A RESIDENTIAL TENANT moving into or vacating a property with a separately metered service. A separately metered service refers to one that is not shared between other tenants and that you receive a separate account for from the water business.
- An OWNER or AGENT and you wish to register or vacate a RESIDENTIAL TENANT with a separately metered service.
- An OWNER, AGENT or TENANT of a COMMERCIAL PROPERTY and you wish for future accounts to be issued to the occupier.
- An OWNER, AGENT or TENANT of a COMMERCIAL PROPERTY and you wish to vacate the occupier and have future accounts issued to the owner.

Please select the following as best describes you:

Is trade waste applicable? ☐ Yes ☐ No ☒ Unsure

Applicant details

Is the applicant an individual or a company? * ☐ Individual ☒ Company

Title *	Surname *	Given name 1 *	Given name 2

Postal address *

Suburb / Town * State * Postcode *

Please provide at least one phone number *

Business phone After hours phone Mobile

() ()

Area code Number Area code Number

Email *

[illegible]

Company name	Business name

Address

Postal address *

Suburb / Town *

State *

Postcode *

Contact details

Title *

Surname *

Given name 1 *

Given name 2

Please provide at least one phone number *

Business phone

After hours phone

Mobile

()

Area code

Number

()

Area code

Number

Email *

Vacating tenant details

Customer / Account number

Property Address

Street address *

Suburb / Town *

State *

Postcode *

Lease end date *:

Rental agent's name

Forwarding Address

Postal address *

e.g. Level 11, 55 Collins Street

Suburb / Town *

State *

Postcode *

Company details

ABN

ACN

Please provide a company name or a business name *

Company name

Business name

Preferred billing name

Contact details

Title

Surname

Given name 1

Given name 2

Please provide at least one phone number *

Business phone	After hours phone	Mobile
()	()	
Area code Number	Area code Number	

Email

Meter reading (if known)

You may provide a reading of your meter to the business. Some businesses charge a fee to your landlord if no read/incorrect read is provided. The business has the right to check the read provided and adjust if incorrect. For more details on how to read the meter and fees please contact the Water Corporation.

Meter number	Meter reading	Date of reading

Additional information

Any other relevant information

Acknowledgement

I understand and acknowledge that:

- The information provided in this application is true and complete to the best of my knowledge.
- East Gippsland Water may refuse this application if it becomes evident that any information or supporting documents provided is incomplete or false.
- I approve of the information that has been provided in this application.
- I understand that a final meter reading will not be completed on my behalf.
- The responsibility of finalising the water bills will be arranged between myself and the outgoing tenant. Any outstanding charges remain my responsibility. Unpaid amounts may be forwarded to East Gippsland Water collection agents as part of their normal collection procedure. This may incur collection and legal costs to me without notice.
- If I would like a final reading completed and certificate issued outlining the water volume charges outstanding to the final reading date, I will need to contact East Gippsland Water and pay in advance for the meter reading.

Your privacy is a primary concern to us at East Gippsland Water. When you provide your personal information to us, we will maintain your confidentiality, and the information will be used only to support your customer relationship with East Gippsland Water.

- ☐ By ticking this checkbox I confirm that I have read and understood all the statements above *
- ☐ East Gippsland Water may use my email address for future email purposes

Name of person completing this application *

Date *

Signature of person completing this application *

Privacy statement

Your privacy is a primary concern to us at East Gippsland Water. When you provide your personal information to us, we will maintain your confidentiality, and the information will be used only to support your customer relationship with East Gippsland Water.

Lodgement

If you intend to post or fax this form please use the details provided below:

East Gippsland Water

PO Box 52

Bairnsdale VIC 3875

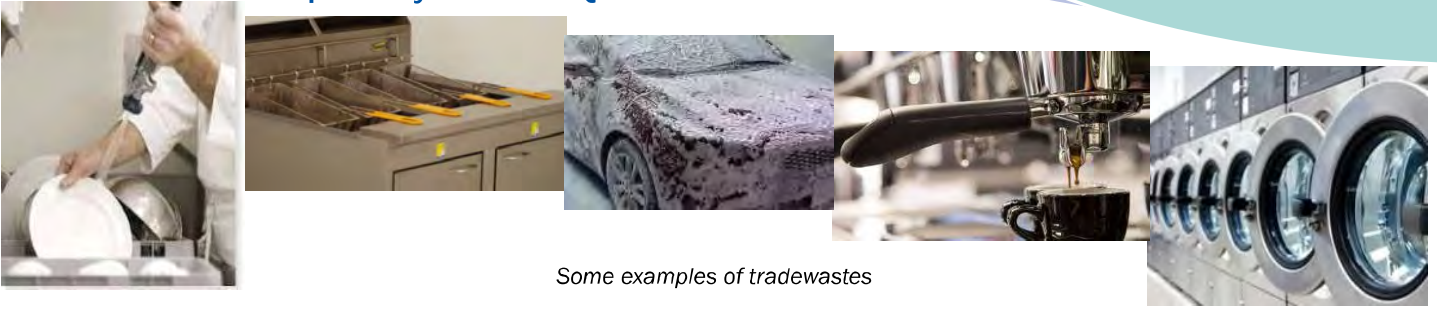
Telephone: 1300 720 700

Fax: 03 5150 4477

Email: egw@egwater.vic.gov.au

Website: <http://www.egwater.vic.gov.au>

Frequently Asked Questions



Some examples of tradewastes

What is trade waste?

Trade waste is any liquid waste (and substance contained in it) generated by any industry, business, trade or manufacturing process, other than domestic waste, acceptable for discharge to sewer. This waste may need to be treated before it is discharged to protect East Gippsland Water's sewer systems. A full definition of trade waste, is included in East Gippsland Water's trade waste agreement.

What is a trade waste agreement?

Under the Water Act 1989, commercial properties discharging trade waste are required to have a written Trade Waste Agreement outlining conditions of discharge to East Gippsland Water's sewer. Agreements are usually split into two categories:

Minor Trade Waste Agreements

These cover the majority of agreements that East Gippsland Water enters into, and usually deals with standard types of trade waste, such as greasy waste generated by food preparation premises.

Major Trade Waste Agreements

These cover businesses generating large volumes of different types of trade waste. Major Trade Waste Agreements are usually more complex than Minor Trade Waste Agreements and may involve a different level of charges.

Deemed customers are non-residential customers who discharge low volumes of low strength wastewater and are considered too small to require an agreement. A deemed customer does not need to pay trade waste charges or hold a site-specific trade waste agreement. These customers must advise East Gippsland Water of any changes to their waste discharge. If in doubt, please call East Gippsland Water to discuss.

Will my premises be inspected?

Yes. East Gippsland Water will maintain a database and carry out inspections to ensure adherence to trade waste agreements. The frequency of these inspections will depend upon the type of trade waste appliance installed.

What is a trade waste appliance?

The purpose of a trade waste appliance is to trap and partially treat waste material and prevent it from entering the sewerage system. Common types of trade waste appliances are grease interceptors, triple interceptor traps, cooling pits, etc.

Why does East Gippsland Water manage trade waste?

There are various aspects of the East Gippsland Water Trade Waste Program including:

- Identification of properties that discharge a trade waste. This includes identification of properties that have a suitable trade waste appliance, and those that don't.
- Ensuring that written agreements are in place for all relevant properties. Many businesses have existing agreements but these may need to be updated.
- Ensuring that suitable trade waste appliances are installed in situations where they are not currently installed, or are inadequate.
- Ensuring that businesses are being charged correctly.
- Monitoring of the system and inspections to ensure adherence to Trade Waste Agreements and appliances are pumped out at least annually.

Our trade waste management program manages risk to:

- Protect the sewer system by preventing blockages and spills
- Protect the health and safety of sewer workers
- Protect the wastewater treatment plant processes
- Protect the environment.

What are my trade waste legal obligations?

The primary legal obligation, applicable to all trade waste producers in Victoria who discharge to a sewer network, is that they hold a valid trade waste agreement with their local water corporation.

Section 178 of the Water Act 1989, states that it is an offence to discharge trade waste into the sewerage system managed by East Gippsland Water without a Trade Waste Agreement or consent.

How do I connect to the sewer?

You must use a licensed plumber to connect your business to sewer for the purposes of discharging trade waste.

An application to connect form must be completed and reviewed by the East Gippsland Water Technical Officer Property Connections.

Will all my business competitors be involved in this program?

Yes. All retail and industrial businesses generating a trade waste are required to enter into a Trade Waste Agreement with East Gippsland Water.

If I don't have a trade waste appliance, or my existing trade waste appliance is inadequate, what do I do?

At the time of first inspection, the Corporation's officer will determine if you require installation or upgrading of a trade waste appliance.

A period of up to six months will be permitted to complete the installation or alterations. However, if the trade waste is such that it may cause damage to the Corporation's assets or endanger its employees, work will need to be undertaken immediately.

A registered plumber will need to be engaged to carry out this work.

If I have a suitable trade waste appliance, why do I have to pay trade waste charges to the Corporation?

Trade waste appliances are not sophisticated enough to trap all the pollutants in the wastewater stream. Further treatment is therefore required downstream at East Gippsland Water's wastewater treatment plants. As part of the user-pay system, your trade waste charges contribute to the cost of treatment as well as inspections, monitoring of the system and administration of the trade waste program.

How will I receive my trade waste charges?

Minor trade waste charges will be included on your regular rate notice. Please refer to East Gippsland Water's tariff schedule available on our website for a list of relevant charges.

Major trade waste agreements that involve more complex calculations will require a separate account.

Do I have to pay to have my trade waste appliance cleaned?

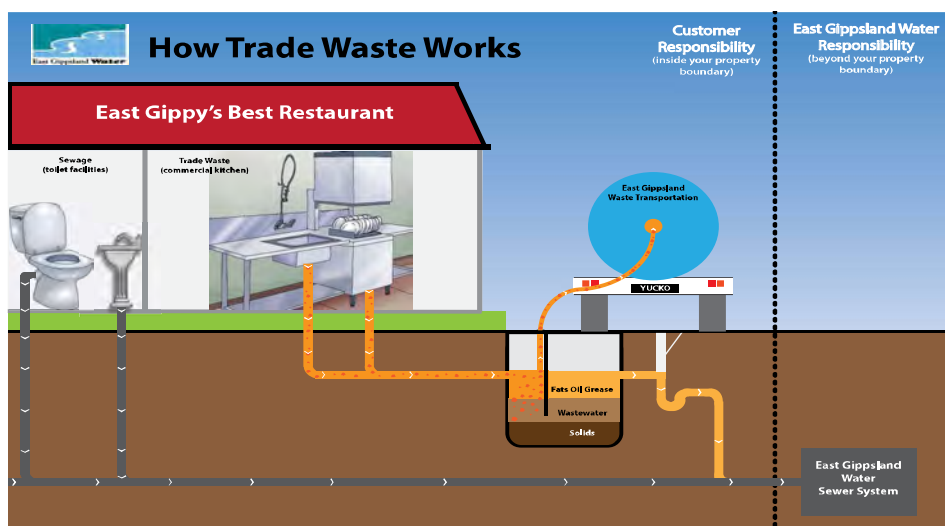
Yes. Trade waste charges do not include the cost of removal of the accumulated waste in the appliance. It is your responsibility to arrange and pay the associated costs of regular removal of the material (at least annually). The Environment Protection Authority requires the contractor to have a suitable permit.

You must retain written evidence of each pump out and provide a copy to East Gippsland Water annually.

My business has changed and I no longer produce trade waste. What are my options?

A trade waste may be disconnected, by a licensed plumber, due to a change in business type or if the business has sold or closed. An inspection of the disconnection may be carried out by the Property Connections Officer.

You are required to contact East Gippsland Water to advise of this information. Charges will continue until you have notified East Gippsland Water and you will be liable for ongoing charges until evidence is provided of the disconnection.



Date

2018

LEIGH WILLIAM WRIGHT & SHARON SUZANNE WRIGHT

AND

PETER EDWARD MURRAY and AILSA IRENE MURRAY

AND

REFLECTIONS CO. PTY LTD A.C.N 615 253 122

TRANSFER OF LEASE

McKenzie Allen
28 Princes Way
Drouin VIC 3818
DX 38903 Drouin
Email: robc@mckenzieallen.com.au
Ref: RC:RP:20100

TRANSFER OF LEASE

Lease details

Date: 17 November 2016
Premises: 120 Day Street Bairnsdale and 32 Victoria Street, Bairnsdale being the land in Certificate of Title Volume 7252 Folio 392, Volume 7299 Folio 757 and Volume 7601 Folio 133
Period: Ten years commencing 27 March 2013
Option(s): Two further terms of 5 years each
Landlord: Leigh William Wright & Sharon Suzanne Wright
Outgoing tenant: Peter Edward Murray & Ailsa Irene Murphy
Incoming tenant: Reflections Co. Pty Ltd A.C.N 615 253 122
Transfer date: 14 December 2016

1. Transfer

The outgoing tenant transfers the lease to the incoming tenant with all options. The incoming tenant will hold the lease from the transfer date.

2. Validity of lease

The outgoing tenant promises that, as of the transfer date, the lease and the options are valid and no changes have been made to them.

3. Landlord's consent

The landlord consents to this transfer and confirms that the lease and options are valid and that no changes have been made to them.

4. Incoming tenant accepts obligations

The incoming tenant must pay the rent and do everything else required by the lease for the remainder of the term of the lease and indemnifies the outgoing tenant in respect of any breaches of the lease by the incoming tenant.

6. Acknowledgement by outgoing tenant

The outgoing tenant acknowledges to the landlord that its obligations pursuant to the lease continue in respect of any obligations of the tenant pursuant to the lease.

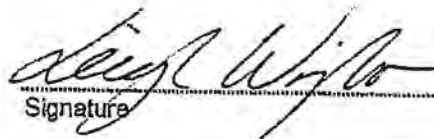
8. Consents

The outgoing tenant must obtain any necessary consent to the transfer at its own expense.

EXECUTED AS A DEED

SIGNED SEALED & DELIVERED BY
LEIGH WILLIAM WRIGHT in the
presence of:

)

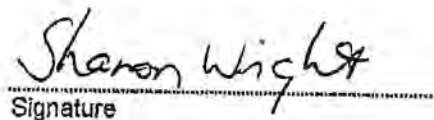

Signature


Signature of witness

DEBBIE LYNETTE HOSIE
Print name of witness

SIGNED SEALED & DELIVERED BY
SHARON SUZANNE WRIGHT in the
presence of:

)

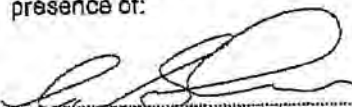

Signature


Signature of witness

DEBBIE LYNETTE HOSIE
Print name of witness

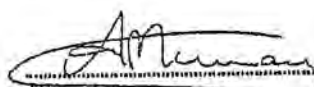
SIGNED SEALED & DELIVERED BY
PETER EDWARD MURRAY in the
presence of:

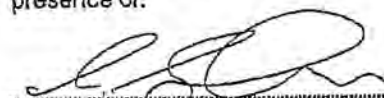

Signature


Signature of witness

CAROLYN SANDEMAN
Print name of witness

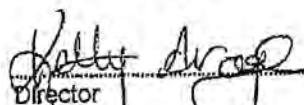
SIGNED SEALED & DELIVERED BY
AILSA IRENE MURRAY in the
presence of:


Signature

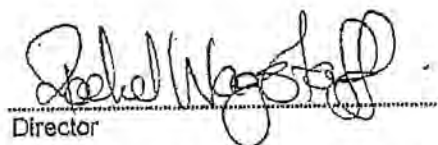

Signature of witness

CAROLYN SANDEMAN
Print name of witness

EXECUTED BY REFLECTIONS CO.
PTY LTD A.C.N 615 253 122 pursuant
to section 127(1) of the Corporations
Act 2001 by being signed by the
authorised persons


Director

Name: KELLY JANE AVAGE


Director

Name: RACHEL MARIE WAGSTAFF

TRANSFER OF LEASE

LEASE:

DATE:

22nd February 2013

PREMISES:

120 Day Street, Bairnsdale and 32 Victoria Street, Bairnsdale

PERIOD:

Ten years commencing 27th March 2013

OPTION TERMS:

OPTION TERMS: Two further terms of five years each

LANDLORD:

LEIGH WILLIAM WRIGHT and SHARON SUZANNE WRIGHT

OLD TENANT:

THE DOOLEY GROUP PTY. LTD. (A.C.N. 101 966 143)

NEW TENANT:

PETER EDWARD MURRAY and AILSA IRENE MURRAY

TRANSFER DATE:

10 MAY 2013

OLD TENANT'S
GUARANTORS:

MALCOLM JOSEPH DOOLEY

NEW TENANT'S
GUARANTOR:

Not applicable

1. TRANSFER

The old tenant transfers the lease to the new tenant with all options. The new tenant will hold the lease from the transfer date.

2. VALIDITY OF THE LEASE

The old tenant promises that, on the transfer date:

- the lease and options are valid; and
- no changes have been made to them.

3. NEW TENANT ACCEPTS OBLIGATIONS

The new tenant must pay the rent and do everything else required by the Lease for the remainder of the lease, and during any period for which it stays in possession after the lease ends.

4. INDEMNITY BY NEW TENANT

The new tenant indemnifies the old tenant against any breaches of the lease by the new tenant.

5. OLD TENANT STILL LIABLE

Unless Section 62 of the Retail Leases Act 2003 or the lease required otherwise, this transfer does not end the obligations of the old tenant under the lease which, unless expressly stated otherwise within the lease, continue until the end of the lease. However, the obligations of the old tenant do not continue into any period of overholding after this lease ends, nor into any renewed term.

6. CONSENTS

The old tenant must obtain the necessary consents to the transfer, and must get the landlord to sign it, at its own expense.

7. LANDLORD'S PROMISES

The Landlord:

- Promises that the lease and options are valid and that no changes have been made to them;
- Consents to this transfer;
- Agrees that it shall take no action before the transfer date against the old tenant which would harm the new tenant's rights;

8. GUARANTEE & INDEMNITY

The new tenant's guarantor:

- Guarantees to the Landlord and to the old tenant that the new tenant will pay the rent promptly, and will do everything else that the lease requires;
- Agrees that this guarantee is a continuing guarantee, and that it shall not be affected by;

- part payment
- part performance
- extension of time given by the landlord; or
- non-registration of the lease.

- must indemnify the landlord and the old tenant so that they suffer no harm from breaches of the lease by the new tenant, including losses resulting from the insolvency or winding up of the new tenant.

9. INTERPRETATION

This transfer is binding on:

- individuals' executors and administrators
- corporations liquidators and administrators
- anyone to whom the persons affected by this transfer of lease transfer their rights under it

And in interpreting this transfer: -

- singular words including the plural and vice versa, and
- words expressed in one gender include all gender.

10. OBLIGATIONS JOINT AND INDIVIDUAL

If any party is made up of more than one individual or corporation, then they must all perform their obligations under the transfer jointly and each individual must also perform them.

11. OLD TENANT'S GUARANTOR STILL LIABLE

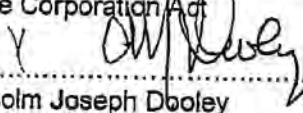
Unless section 62 of the Retail Leases Act 2003 or the guarantee or indemnity given by the old tenant's guarantor requires otherwise, this transfer does not end the obligations of the old tenant's guarantor under any guarantee or indemnity; those obligations continue until the end of the lease, but do not continue into any period of overholding after the lease ends, nor into any renewed term.

Executed as a deed on

day of

2013

Executed by THE DOOLEY GROUP PTY.)
LTD. (A.C.N. 101 966 143) by its Corporate)
Officers in accordance with Section 127(1))
of the Corporation Act)


.....
Malcolm Joseph Dooley
137 Newlands Drive, Paynesville, 3880
Sole Director/Secretary

SIGNED by the said MALCOLM JOSEPH)
DOOLEY in the presence of:)

X *myself*

X (witness)

SIGNED by the said PETER EDWARD)
MURRAY in the presence of:)

Peter Murray

M. Murray (witness)

SIGNED by the said AILSA IRENE)
MURRAY in the presence of:)

A. Murray

M. Murray (witness)

SIGNED by MALCOLM JOSEPH DOOLEY in
the presence of :



..... (witness)

)

)

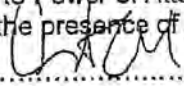


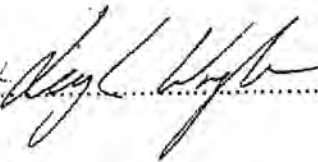
SIGNED by LEIGH WILLIAM WRIGHT in the
presence of:

..... (witness)

} .....

SIGNED by SHARON SUZANNE WRIGHT by
her Attorney LEIGH WILLIAM WRIGHT
pursuant to Power of Attorney (undated but
1999) in the presence of:

..... (witness)

} .....

DATED

LEIGH WILLIAM WRIGHT
-and-
SHARON SUZANNE WRIGHT

-and-

THE DOOLEY GROUP PTY.LTD.
(A.C.N. 101 966 143)

-and-

MALCOLM JOSEPH DOOLEY

-and-

PETER EDWARD MURRAY
-and-
AILSA IRENE MURRAY

TRANSFER OF LEASE

WARREN, GRAHAM & MURPHY
Solicitors
383 Esplanade
LAKES ENTRANCE VIC 3909

TEL: 5155 1286
REF:
DX: 90901 Lakes Entrance

LEASE OF RETAIL PREMISES

PARTIES

Leigh William Wright and Sharon Suzanne Wright
(Lessor)

AND

The Dooley Group Pty Ltd (ACN 101 966 143)
(Lessee)

AND

Malcolm Joseph Dooley
(Guarantor)

ENGEL & PARTNERS PTY
Barristers & Solicitors
109 Main Street
Bairnsdale Vic 3875
PO Box 464
Bairnsdale Vic 3875
DX 82202 Bairnsdale
Ph: (03) 5152 6177
Fax: (03) 5152 1260
PE:DR:1330345

Deed of lease of retail premises

Lessor: Leigh William Wright and Sharon Suzanne Wright of 982 Shepparton Katamatite Road, Invergordon, VIC 3636

Lessee: The Dooley Group Pty Ltd (ACN 101 966 143) of 137 Newlands Drive, Paynesville, VIC 3880

Guarantor: Malcolm Joseph Dooley of 137 Newlands Drive, Paynesville, VIC 3880

Property: 120 Day Street Bairnsdale comprised in Certificate of Title Volume 7252 Folio 392 and 7299 Folio 757
32 Victoria Street Bairnsdale comprised in Certificate of Title Volume 7801 Folio 133
Parking: Twenty (20) parks

The lessor leases the property to the lessee on the terms and conditions herein contained.

The parties agree that other than for completion of the summary, any alterations and additions to the lease covenants in Part B of this lease will be made by way of addition at clause 2 of Part A.

This deed of lease is divided under the following headings:

1	Summary	10	Damage
2	Alteration and additional provisions	11	Guarantors
3	Definitions and interpretation	12	Default
4	Term further term and holding over	13	Lessor may carry out works on the building
5	All agreements relating to money	14	Rights reserved to lessor
6	Use	15	General agreements
7	Assignment and subletting.	16	Right of first refusal
8	Maintenance repairs alterations and additions		
9	Insurance and indemnity		

PART A

1. Summary

(a) Term (clause 4)

Ten (10) years commencing 27/03/2013 expiring 26/03/2023.

(b) Further term (clause 4)

Five (5) years and a further term of Five (5) years

(c) Rent and GST (clause 5)

- (i) EIGHTY THOUSAND DOLLARS (\$80,000.00) plus G.S.T. per annum by monthly instalments of SIX THOUSAND SIX HUNDRED AND SIXTY SIX DOLLARS AND SIXTY SIX CENTS (\$6,666.66)

plus G.S.T. calculated for the year following the commencement day and payable by direct debit into the landlord's nominated account.

(ii) The first monthly payment is due on 27 March 2013. If this is not the commencement day it is because a set up period or rent free period from the commencement day to that day has been allowed by the lessor.

(iii) Turnover rent ~~is~~ is not payable under this lease.

(iv) Goods and services tax is payable by the lessee in addition to the rent.

(d) **Rent reviews (clause 5)**

Rent increases	Melbourne all groups CPI	Market	Percentage
1 st anniversary	☒	☐	%
2 nd anniversary	☒	☐	%
3 rd anniversary	☒	☐	%
4 th anniversary	☒	☐	%
5 th anniversary	☐	☒	%
6 th anniversary	☒	☐	%
7 th anniversary	☒	☐	%
8 th anniversary	☒	☐	%
9 th anniversary	☒	☐	%
10 th anniversary	☐	☒	%

(e) **Outgoings (clause 5)**

(i) **Defined outgoings** are council rates, water rates, land tax on a single holding basis building and public risk insurance and owners corporation levies. Percentage payable by lessee is 100%, which is the ratio of the area of the demised premises to the total lettable area.

(ii) **Water usage, gas, electricity, telephone and other utilities** that are provided to the premises are to be paid by the lessee as they fall due.

- (f) **Bond (clause 5)**

SEVEN THOUSAND THREE HUNDRED AND THIRTY THREE DOLLARS AND THIRTY TWO CENTS (\$7,333.32) including GST

- (g) **Interest on overdue money (clause 5)**

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

- (h) **Use (clause 6)**

Funeral Home and Chapel.

- (i) **Insurance and indemnity (clause 9)**

Public liability insurance \$20,000,000.00

- (j) **Guarantor (clause 10)**

Malcolm Joseph Dooley, limit of liability

2. Alterations and additions to part B

PART B

Any alterations and additions to Part B should be made at clause 2 of Part A.

3. Definitions and interpretation

- (a) The lessor includes its executors, administrators, successors, and assigns and for the purpose of giving any notice under this lease the managing agent appointed by the lessor from time to time.
- (b) The lessee includes its executors, administrators, successors and assigns.
- (c) The estate means the centre, the land, the buildings and any extensions or alterations thereto of which the demised premises forms part.
- (d) Any provision of this lease to be performed by two or more persons shall bind those persons jointly and severally.
- (e) Any reference in this lease to any statute or regulation is deemed to include all amendments and revisions made from time to time to that statute or regulation.
- (f) Any reference in this lease to a month or monthly shall mean respectively calendar month and calendar monthly.

- (g) Reference to any authority, institute, association or body whether statutory or otherwise shall in the event of any such authority, institution, association or body ceasing to exist or being reconstituted renamed or replaced or the powers or functions thereof being transferred to any other organisation be deemed to refer respectively to the organization established or constituted in lieu of or replacement for or which serves substantially the same purpose or objects of such authority institute association or body.

4. **Term and further term and holding over**

- (a) The term of this lease is as stated in **summary 1(a)** hereto commencing and terminating on the days shown on the front page hereof hereinafter called the commencement date and the termination date.
- (b) If the lessee desires to have a further lease of the demised premises granted to it for the further term specified in **summary 1(b)** hereof and gives to the lessor notice in writing to that effect not more than six months and not less than three months prior to the termination date then provided at the date of the exercise of this option and at the termination date there is no subsisting breach by the lessee of the terms and conditions herein contained the lessor shall grant to the lessee a lease of the demised premises for the further term specified in **summary 1(b)** hereto upon and subject to the same terms and conditions contained in this lease except this provision unless a further option is shown in **summary 1(b)** at a rental determined by the method specified in the table in **summary 1(d)**.
- (c) Should the lessee continue to occupy the demised premises after the termination date otherwise than pursuant to the grant of a further lease then he shall do so as a monthly tenant upon the same terms; and conditions hereof as are appropriate and such tenancy shall be determinable by either party giving to the other at any time one months notice in writing to that effect.

5. **All agreements relating to money**

(a) **Rent & rent reviews**

- (i) For the first one year period of the term hereof the lessee will pay to the lessor at its address appearing on the first page hereof or as the lessor shall from time to time in writing direct without demand from the lessor and without any deduction whatsoever a rent at the rate specified in **summary 1(c)** per annum such rent to be paid in advance by regular and consecutive payments specified in **summary 1(c)** except the first and last payments which if necessary will be proportionate, the first being payable on the date of commencement of the term. provided always that after the first one year of the term of the lease or if renewed after the first year of the renewed term the annual rental shall be increased by the method specified in the table in **summary 1(d)** provided that should at any time the consumer price index cease to be published then the lessor and lessee agree to replace the consumer price index with such other index as shall be published to replace the consumer price index and in the absence of such agreement being reached that other index shall be the index which most appropriately reflects fluctuations in the costs of living in Melbourne. The Consumer Price Index adjustment shall in any event not exceed 5% per annum.
- (ii) At the commencement of any further term of the lease in the event of the exercise of the option to renew herein contained the annual rental shall be reviewed in accordance with the table provided in **summary 1(d)**. The current market rent is the rent that would reasonably be expected to be paid for the premises, as between a willing lessor and a willing lessee in an arm's length transaction (where the parties are each acting knowledgeably, prudently and without compulsion), determined on an effective rent basis, having regard to:
- (1) The provisions of the lease;
 - (2) The rent that would reasonably be expected to be paid for the premises if it were unoccupied and offered for renting for the

same or a substantially similar use to which the shop may be put under the lease;

- (3) The gross rent, less the lessor's outgoings payable by the lessee; and
 - (4) Rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail premises.
- (iii) The current market rent is not to take into account the value of goodwill created by the lessee's occupation or the value of the lessee's fixtures and fittings on the premises.
 - (iv) If the lessor and the lessee do not agree as to what the actual amount of that rent is to be, the amount of the rent is to be determined by valuation carried out by a specialist retail valuer appointed by agreement of the parties to the lease, or failing agreement, by the tribunal.
 - (v) The matters set out above are to be taken into account by a specialist retail valuer in determining the amount of the rent.
 - (vi) The lessor must, not later than 14 days after being requested to do so by a specialist retail valuer supply the valuer with information (where reasonably available to the lessor) requested in a list provided by the valuer to assist the valuer to determine the current market value, including the following information about leases for comparable premises in the same building or retail shopping centre:
 - (1) Current rental for each lease;
 - (2) Rent free periods or any other form of incentive;
 - (3) Recent or proposed variations of any lease;
 - (4) Outgoings for each lease; and
 - (5) Including any other information prescribed by any law.
 - (vii) The valuation is to be in writing and to contain detailed reasons for the specialist retail valuer's determination and to specify the matters to which the valuer had regard for the purposes of making his or her determination.

actual expenditure by the lessor in respect of those outgoing^s during that period.

- (8) The outgoings statement may be a composite statement, that is, it may relate to more than one lessee, so long as each lessee to which it relates is able to ascertain from the statement the information required that is relevant to that lessee.
- (9) The outgoings statement need not be accompanied by an auditor's report if the statement does not relate to any outgoings other than land tax, water, sewerage and drainage rates and charges, local council rates and charges, insurance and strata levies, and it is accompanied by copies of assessments, invoices, receipts or other proof of payment in respect of all expenditure by the lessor.
- (10) An auditor preparing a report on the lessor must ensure that the lessee is given a reasonable opportunity to make a written submission to the auditor on the accuracy of the lessor's proposed outgoings statement. The auditor need not contact the lessee for the purposes of this subsection if the lessor advises the auditor that the lessor has informed the lessee of the lessee's opportunity under this subsection.
- (11) The auditor must consider any written submissions of the lessee.

(iii) Adjustment

There is to be an adjustment between the lessor and the lessee for each accounting period of the lessor to take account of any under-payment or over-payment by the lessee in respect of outgoings during the period. The adjustment is to take place within one month after the lessor gives the lessee the outgoings statement for the period concerned and must in any event take place within four months after the end of that period.

(iv) Non-supply of estimate or statement.

- (1) A lessee is entitled to withhold payment of contributions for outgoings if the lessor has failed to give the lessee a written estimate of outgoings or an outgoings statement and the lessee has, at or after the expiry of the time when the estimate or statement was required to be given to the lessee, requested the lessor in writing to furnish the estimate or statement to the lessee, and the lessor's failure has continued for ten business days after the request was made.
- (2) The lessee must pay the withheld contributions within 28 days after the lessor furnishes the estimate or statement.
- (3) The lessor is not entitled to recover interest or late payment charges in respect of contributions withheld in accordance with this section.
- (4) The lessee is not in breach of the lease for acting in accordance with this section.

(c) Other expenditure

The lessee is to pay punctually for all water, gas, electricity, telephone, heat and other utilities that are provided to the premises.

- (i) The lessee shall pay as directed its contribution to the promotions fund as set out in **summary 1(e)**.
- (ii) The lessee shall pay as directed its contribution to the merchants association as set out in **summary 1(e)**.

(d) Bond

The lessee shall either provide a bank guarantee for or pay to the lessor the amount specified in **summary 1(f)** as security for the due performance by the lessee of its covenants hereunder. A breach of covenant shall entitle the lessor to call upon the guarantee for or utilise such amount towards the cost of rectifying any breach otherwise the amount less any necessary expenditure shall be refunded to the lessee at the end of the lease and any guarantee released. A bank guarantee shall be in favour of the lessor not have a termination date and shall be expressed to be security for the performance by the lessee of its

obligations under the lease. The lessor must hold the security bond on behalf of the lessee and deposit it in an interest bearing account not later than 20 business days after the date of receipt of the security bond, or the date on which the lease became, or the proposed lease becomes, binding on the parties whichever is the later.

(e) Goods and services tax

- (i) The lessor shall provide the lessee with a tax invoice in relation to any taxable supply made to the lessee who shall pay to the lessor the applicable goods and services tax in addition to the cost of the supply.
- (ii) Rent is exclusive of GST and it is payable in addition to the rent, unless rent is expressed to be inclusive of GST in the summary.
- (iii) The lessor must pass on the benefit of any input tax credits received by the lessor in relation to any amount payable by the lessee to the lessor.

(f) Interest on overdue money

In the event of any rental or other monies due by the lessee under this lease remaining unpaid for a period of 14 days after their due date then the lessee shall pay to the lessor interest at the rate specified in **summary 1(g)** on those monies calculated from the due date until the date of payment and the lessor will be entitled to recover those monies as if the same were rent in arrears.

6. Use

- (a) The lessee shall not use the demised premises otherwise than for the purpose stated in **summary 1(h)** hereto and shall comply with all requirements of law in relation thereto. The lessor does not in any way warrant that the demised premises are or will remain suitable or adequate for such purposes.
- (b) The lessee shall not use or permit to be used for other than their designed purposes any of the fixtures or fittings in the demised premises or the estate.

- (c) The lessee shall not store or use inflammable or dangerous substance upon the demised premises or the estate.
- (d) The lessee shall not do or permit to be done on the demised premises or in the estate anything which in the opinion of the lessor may become a nuisance or a disturbance obstruction or cause of damage whether to the lessor or to other lessees or users of the estate nor to use the demised premises in any noisy noxious or offensive manner.
- (e) The lessee shall not obstruct or interfere with any of the entrances or common areas of the estate.
- (f) The lessee shall advise the lessor, or where applicable its managing agent, of the private address and telephone number of the lessee or if the lessee is a corporation of the manager secretary or other responsible person employed by the lessee and shall keep the lessor or its managing agent informed of any change of such address or telephone number.
- (g) The lessee shall secure the demised premises against unauthorised entry at all times when the demised premises are left unoccupied and the lessor reserves the right by its servants and agents to enter upon the premises and fasten same if the demised premises are left unsecured.

7. Assignment and subletting

- (a) The lessee covenants not to assign or sub-let or otherwise deal with the demised premises without the prior written consent of the lessor, which consent shall not unreasonably be withheld. Such consent shall not be granted unless the lessee demonstrates to the reasonable satisfaction of the lessor that the proposed assignee or lessee is of good repute, responsible of sound financial standing experienced in the business to be conducted in the demised premises and capable of performing the obligations of the lessee under the terms of this lease and provided that there are no subsisting breaches by the lessee of the terms of this lease at the time of assignment or subletting and provided further that in the case of an assignment the lessee procures the execution by the assignee of an assignment of this lease in a form approved by the lessor and the lessee pays all costs incurred by the lessor whether the proposed

assignment proceeds to completion or not. In the event of the proposed assignee being a company then the lessor may require guarantees of the directors and/or shareholders of such company.

- (b) In the event of the lessee being a company then any change in the shareholding of the lessee company altering the effective control of the lessee shall be deemed a proposed assignment requiring the consent of the lessor, in accordance with this provision.

8. Maintenance repairs alterations and additions

- (a) The lessee shall keep the interior of the demised premises and all fixtures and fittings therein in a state of good repair having regard to its condition at the commencement of the lease fair wear and tear and damage caused by fire, flood, storm, tempest excepted unless any policy of insurance covering such occurrences shall have been vitiated or the policy monies refused as a result of the act or omission of the lessee its servants, agents, licensees or invitees. Any plant or machinery located within and exclusively servicing the demised premises shall be maintained and serviced and kept in a state of good repair by the lessee at its expense and the lessee will keep current such maintenance service and repair contracts that are reasonably required by the lessor.
- (b) That the lessor, the lessor's executors, administrators and assigns, or an agent of the lessor or of the lessor's executors, administrators or assigns, may, twice in every year during the term at a reasonable time of the day upon giving to the lessee two days previous notice, enter upon the demised premises and view the state of repair thereof, and may serve upon the lessee or the lessee's executors, administrators or assigns' at the demised premises, a notice in writing of any defect, requiring the lessee or the lessee's executors, administrators or assigns, within a reasonable time, to repair same in accordance with any covenant expressed or implied in the lease, and that in default of the lessee's or the lessee's executors, administrators or assigns' so doing it shall be lawful for the lessor, the lessor's executors, administrators, or assigns from time to time to enter and execute the required repairs.

- (c) After each five (5) years of the term hereof, the lessee shall repaint and redecorate such part of the interior of the demised premises as are painted or otherwise decorated.
- (d) The lessee shall repair, replace and maintain all glass broken in the demised premises all non-operative light fittings and shall regularly clean the demised premises and dispose of all waste products and shall take all necessary steps to control any pest infestation and shall keep the demised premises in a clean and tidy condition.
- (e) The lessee shall repair, replace and maintain all heating, electrical and plumbing fittings installed in the premises broken or damaged as a result of the use of demised premises by the lessee.
- (f) The lessee shall comply with all statutory requirements affecting the demised premises and will comply with any notices or orders which may be given by any authority in respect of the use of the demised premises by the lessee provided that the lessee shall be under no liability in respect of any structural alterations unless that liability arises out of the lessees particular use or occupation of the demised premises.
- (g) The lessee shall keep and maintain the waste pipes, drains and water closets servicing the demises premises in a clean, clear and operative condition and shall employ licensed tradesman to clear any blockages which may occur therein and will regularly clean and service any grease traps provided for the use of the demised premises.
- (h) In the event of the lessee failing to perform any of its obligations under the foregoing provisions then the lessor may do such things as are necessary to comply with such provisions and may recover from the lessee the costs of so doing as if the cost was unpaid rental hereunder.

9. Insurance and indemnity

- (a) The lessee shall keep current at all times during the currency of this lease:
 - (i) A policy of public risk insurance applicable to the demised premises ~~and the building~~ and the business carried on therein for an amount of not less than the amount specified in **summary 1(i)**;

- (ii) An insurance policy against the loss or damage to the fixtures, fittings and goods of the lessee its servants, agents, licensees or invitees; and
 - (iii) An insurance policy in the name of the lessee noting the interest of the lessor for the replacement value of all glass in or enclosing the premises.
- (b) The lessee hereby indemnifies the lessor against all claims, actions, losses and expenses for which the lessor may become liable arising out of the act or neglect of the lessee its servants, agents, employees, licensees and invitees in the use of the demised premises.
- (c) The lessee covenants at all times and in all respects to comply at its own expense with the requirements of any other relevant statute or regulation.
- (d) In the event that the lessee does or omits to do anything whereby the premiums of any insurance effected by the lessor are increased then the lessee shall pay such increase in insurance to the lessor.

10. Damage

- (a) If during the currency of this lease the demised premises or a substantial part thereof is destroyed so substantially as to be wholly unfit for occupation by the lessee then the rental hereby reserved shall abate and this lease and the term hereby created may if the lessor so elects and of its election in writing notifies the lessee within one month of the destruction or damage be terminated and brought to an end provided that if the lessor does not give such notice and does not within a period of three months from such occurrence commence to restore the demised premises the lessee may by notice in writing to the lessor terminate this lease.
- (b) In the event that the demised premises or any part thereof shall at any time during the continuance of the lease be damaged so as to render part of the same unfit for occupation and use by the lessee then a proportionate part of the rent hereby reserved according to the nature and extent of the damage sustained shall abate until the demised premises

shall have been rebuilt or made fit for the occupation and use of the lessee.

- (c) In the event of the occurrences referred above the rent reserved by this lease shall not abate in the event that any policy of insurance covering such occurrences or loss of rental policy shall have been vitiated or the policy monies refused in whole or in part in consequence of some act or default by the lessee or his servants, agents, licensees and invitees.
- (d) In the case of any difference concerning the amount of rental to abate then the same may be referred by either party to arbitration under the provisions of the Commercial Arbitration Act.

11. Guarantors

In consideration of the lessor at the request of the persons named in **summary 1(j)** ('the guarantors' which expression shall include their executors, administrators, successors and assigns) entering into this lease with the lessee the guarantors covenant and agree with the lessor:

- (a) That they will be jointly and severally liable to the lessor for the due payments of all monies under this lease and the due performance of all covenants and conditions of this lease on the part of the lessee to be performed;
- (b) That they will remain liable to the lessor notwithstanding that:
 - (i) The lessor has exercised all or any of its rights under the lease; or
 - (ii) The lessor has not made prior demand upon the lessee; or
 - (iii) the granting of time or any other indulgence to the lessee and notwithstanding the death or insolvency of the lessee;
- (c) That they will be primarily liable as if named as the lessee herein;
- (d) That their liability will not in any way be conditional upon the validity or enforceability of the covenants and agreements herein contained against any other person and will continue until all monies have been paid and all obligations have been satisfied; and
- (e) That in the event of the exercise of any option herein contained by the lessee, the guarantee will continue during the further term of the lease

and this guarantee shall enure for the benefit of the lessor, its executors, administrators and assigns.

12. Default

- (a) If at any time during the term of this lease or any extension thereof the lessee shall fail to comply with the essential terms of this lease to pay any rent or other monies payable by the lessee to the lessor within 14 days of the due date for payment of such monies although no formal demand therefore has been made or default in the fulfilment of any covenant condition or stipulation expressed or implied in this lease on the part of the lessee to be performed relating to essential matters such as use assignment subletting repair and maintenance and such default is continued for the space of 14 days after written notice by the lessor to the lessee at its address appearing on the first page hereof to rectify such default or if repairs required by any notice to repair and not completed within the time therein specified then in any such case the lessor may re-enter upon the demised premises or any part thereof in the name of the whole forcibly if necessary and thereby determine the estate of the lessee. Within seven days of determination of the estate of the lessee the lessee shall remove its fixtures, fittings and goods from the demised premises failing which such fixtures fittings and goods as have not been removed by the lessee shall be forfeited to the lessor and shall become the property of the lessor. The lessor shall re-let the demised premises as soon as practicable after determination of the lease at the best rent obtainable. The lessor may recover all arrears of rent all loss of rental incurred as a result of the determination of the lease all costs and expenses associated with the removal of the lessee's fixtures, fittings and goods and the restoration of the demised premises to a rentable condition fair wear and tear and damage caused by fire, flood, storm and tempest excepted damages for breach of any covenant contained in the lease any other monies owing by the lessee to the lessor and any other expenses of the lessor resulting from the determination of the lease.

- (b) Should the lessor become entitled to re-enter and take possession of the demised premises and determine this lease then the lessee hereby irrevocably appoints the lessor to be the attorney of the lessee for him in his name and as his act and deed from time to time if and when such attorney shall think fit for the purpose of giving full effect to the power of re-entry to execute and procure the registration of a surrender of this lease and to register this power of attorney and do any matter or thing which may be required to give full effect thereto.

13. Rights reserved to lessor

The lessor may:

- (a) Use the outside of the external walls and the roof of the centre and of the demised premises for any purpose;
- (b) Provide additional retail opportunities through changes to common property;
- (c) Create easements or other rights;
- (d) Change services;
- (e) Affix signs;
- (f) Change decors;
- (g) Add or reduce lettable areas;
- (h) Change the tenant mix;
- (i) Show the demised premises to prospective lessees and put 'To Let' notices on the shop during the three months before the end of the lease;
- (j) Use the demised premises for the passage of air-conditioning equipment, fire and sprinkler systems, pipes, services, ducts, cables, electric wiring, water sewerage and drainage connections and any other services; and
- (k) Enter the demised premises at all reasonable times to install, maintain or repair any of those things.

14. General agreements

(a) Compliance with retail leases legislation

The parties agree that they will at all times comply with the provisions of the Retail Leases Act 2003 in particular the provisions relating to the resolution of disputes.

(b) Alterations

The lessee shall not affect any alterations or additions to the demised premises without the written consent of the lessor.

(c) Remove fixtures

The lessee shall upon the expiration or sooner determination of this lease remove its fixtures, fittings and goods and make good any damage to the premises or the estate caused by such removal and in the event such fixtures, fittings and goods have not been removed by the lessee within seven days of such expiration or earlier determination then they shall be forfeited to the lessor and shall become the property of the lessor.

(d) Hours

The lessee shall not occupy or permit the demised premises to be occupied or used outside the hours as are from time to time stipulated by law.

(e) Signage

The lessee shall not place any sign, advertisement name or notice on any part of the demised premises or the estate without the lessor's prior written consent and if necessary without the prior consent of any relevant competent authority.

(f) Infrastructure repair by lessor

The lessor reserves the right to use, maintain, modify, relocate and repair any services fixtures or fittings passing through the demised premises or the estate and in doing so will cause the minimum of inconvenience and disruption to the lessee's business.

(g) Prospective lessees or purchasers

The lessee will at all reasonable times permit the lessor to show the demised premises to prospective lessees or purchasers and will allow the

lessor to affix such 'For Sale' or 'To Let' notices as the lessor may deem expedient.

(h) Notices

A communication required by this deed, by a party to another, must be in writing and may be given to them by being:

- (i) Delivered personally; or
- (ii) Posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or
- (iii) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending, or
- (iv) Sent by email to their email address, when it will be treated as received on that day.

(i) Strata

In the event of the lessor wishing to effect a strata subdivision of the estate then the lessor may carry out such works as are required by the responsible authorities provided that in so doing it will cause the minimal inconvenience and disruption to the lessee's business.

(j) Severance

The lessor and lessee agree that any provision of this lease which is in breach of any statute regulation by-law or ordinance and in consequence of such breach is voidable unenforceable or invalid then it shall be severable from this lease and this lease shall be read as though such provision did not form part of the same.

(k) Use of common property

The lessee shall have the right in common with other lessees of other parts of the premises of which the demised premises form part to use the common property in and about the demised premises in accordance with the regulations which may be made from time to time by the lessor for the purpose of controlling, regulating and administering the common property for the benefit of all lessees within the estate.

(1) **Quiet enjoyment**

And the lessor doth hereby covenant with the lessee that he or she paying the rent hereby reserved, and performing the covenants hereinbefore on his or her part contained, shall and may peaceably possess and enjoy the demised premises for the term hereby granted, without any interruption or disturbance from the lessor or any other person or persons lawfully claiming by, from, or under him or her.

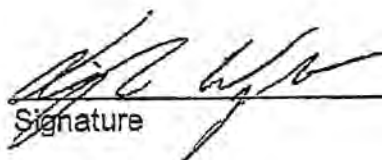
(15) **Right of first refusal**

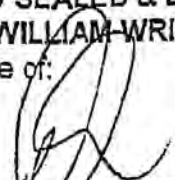
The Lessor agrees that in the event that the Lessor decides to sell the property the Lessor will offer it to the Lessee who must within fourteen (14) days of notification of its first right of refusal enter into an agreement in the then standard form of Contract of Sale. After fourteen (14) days the Lessor may sell the property to any other party if the Lessee has not exchanged such Contract but shall not do so on terms different from those offered to the Lessee unless first making the same or more advantageous offer to the Lessee who shall then have a further fourteen (14) days to exchange the Contract.

EXECUTED AS A DEED on the 22nd day of February

2013

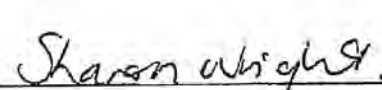
SIGNED SEALED & DELIVERED by
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presence of:

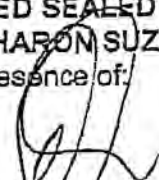

Signature


Signature of witness

NINA MARIE LEO
Print name of witness

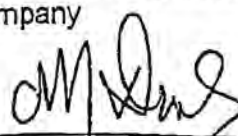
SIGNED SEALED & DELIVERED by
the SHARON SUZANNE WRIGHT in
the presence of:


Signature


Signature of witness

NINA MARIE LEO
Print name of witness

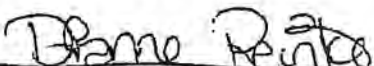
EXECUTED by THE DOOLEY
GROUP PTY LTD by being signed by
the person who is authorised to sign
for the company


Sole Director/Secretary

Name: Malcolm Joseph Dooley
Address: 137 Newlands Drive
Paynesville

SIGNED SEALED & DELIVERED by)
the MALCOLM JOSEPH DOOLEY as)
guarantor in the presence of:


Signature


Signature of witness

DIANNE REINKE
Print name of witness

SCHEDULE 1
DISCLOSURE STATEMENT

by the Landlord under the
Retail Leases Act 2003

NOTE

This statement is to be completed by the Landlord and should be provided to the Tenant along with the Information Brochure about retail leases published by the Small Business Commissioner and a copy of the lease at least 7 days before the signing of a new lease. The Information Brochure is also available at the office of the Small Business Commissioner.

If the Tenant has exercised or is entitled to exercise an option to renew a retail premises lease, the Landlord is required to provide this statement to the Tenant at least 21 days before the end of the current term.

In the situation where all of the parties to a retail premises lease enter into an agreement to renew the lease, the Landlord is required to provide this statement to the Tenant at least 14 days after the entering into of the agreement.

The layout of this statement does not need to be the same as the prescribed disclosure statement in the Retail Leases Regulations 2003.

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

Landlord:	Leigh William Wright and Sharon Suzanne Wright 982 Shepparton Katamatite Road, Invergordon, VIC 3636
Tenant:	The Dooley Group Pty Ltd (ACN 101 966 143) 137 Newlands Drive, Paynesville, VIC 3880
Premises:	120 Day Street, Bairnsdale and 30-32 Victoria Street Bairnsdale

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	Key disclosure items
Part 1	Premises
Part 2	Term of lease and options to renew lease
Part 3	Works, fit out and refurbishment
Part 4	Rent
Part 5	Outgoings
Part 6	Other costs
Part 7	Alteration works (including renovations, extensions, redevelopment, demolition)
Part 8	Trading hours
Part 9	Retail shopping centre details
Part 10	Other disclosures
Part 11	Landlord acknowledgements and signature
Part 12	Tenant acknowledgements and signature
Part 13	Attachments

KEY DISCLOSURE ITEMS

1	Annual base rent under the lease	\$80,000.00 p.a.
	(see item 10.1)	Including /Excluding GST
2	Is a rent based on turnover payable by the tenant in year 1?	☐ Yes
	(see item 12)	☒ No
3	Total estimated outgoings and promotion and marketing costs for the tenant in year 1	\$7,202.12
	(see Part 5 and part 6)	Including /Excluding GST
4	Term of the lease	Ten (10) years
	(see item 5)	
5	Estimated commencement date of the lease	27th March 2013
	(see item 5.1)	

6 Estimated handover date of the premises 27th March 2013

(see item 7.1)

7 Does the tenant have an option to renew for a further period (exercised in writing and given to the landlord on or before the last day stated in the option clause)? ☒ Yes ☐ No

(see item 6)

8 Does the lease provide the tenant with exclusivity in relation to the permitted use of the premises? ☐ Yes ☐ No

(see item 2.2)

PART 1 PREMISES

1 Premises details

1.1 Street address of premises
120 Day Street, Bairnsdale and 30-32 Victoria Street Bairnsdale

[insert street address of premises and, as applicable, shop number, name of the building/centre in which the premises is located, street address of the building/centre]

1.2 Plan of premises (if available)

[insert description of premises by reference to a prepared plan. Attach the plan to this disclosure statement as per item 33.1]

1.3 Lettable area of premises m²
Actual/Estimate

Will a survey be conducted? ☐ Yes ☒ No

1.4 Existing structures, fixtures, plant and equipment in the premises, provided by the landlord (excluding any works, fit out and refurbishment described in Part 3)

[Select as appropriate]

☒	air conditioning	☒	plastered walls
☒	cool room	☐	shop front
☒	floor coverage	☒	sink
☐	grease trap	☐	sprinklers
☒	hot water service	☒	suspended ceilings
☒	lighting	☐	telephone
☐	mechanical exhaust	☒	water supply
☒	painted walls	☐	waste
☐	electrical distribution load (3 phase)		
☒	electrical distribution load (single phase)		
☐	separate utility meter - gas		
☒	separate utility meter - water		
☒	separate utility meter - electricity		
☐	other		
1.5	Services and facilities provided by the landlord for the benefit of the premises (for example, security services, cleaning)		
2	Permitted use		
2.1	Description of permitted use		
	Funeral Home and Chapel		
	<i>[note: the tenant should investigate if the proposed use of the premises is permitted under planning laws]</i>		
2.2	Is the permitted use described in item 2.1 exclusive to the tenant?	☐	Yes
		☐	No
3	Number of car parking spaces		
3.1	Approximate total spaces	twenty (20) Spaces	
3.2	Available spaces for customers of the building/centre	Spaces	
3.3	Reserved spaces for use of the tenant only	Twenty (20) Spaces	
4	Head lease		
4.1	Is the premises under a head lease or Crown lease?	☐	Yes

		☒	No
4.2	Has the landlord provided a copy of the head lease or Crown lease to the tenant?	☐	Yes - attached as per item 33.2
		☐	No
		☐	Not applicable
4.3	Current term under the head lease or Crown lease and option/s to renew		
	☐	Not applicable	
	☐	Details of head lease as follows:	
	Current term:		
	[List any options for further terms held by the landlord under the head lease.]		
4.4	Is the head landlord's consent to the lease required?	☐	Yes
		☐	No

PART 2 TERM OF LEASE AND OPTION/S TO RENEW LEASE

5 Term of lease

5.1	Date lease commences	27 March 2013
	(see also date of handover at item 7)	Actual/Estimate
5.2	Length of term	Ten (10) Years
5.3	Date lease expires	26 th March 2023
	(based on the date indicated at item 5.1 as the date the lease commences)	

6 Option/s to renew lease

Option/s details

(note: an option to renew a lease must be exercised in writing and given to the landlord on or before the last day stated in the option clause of the lease)

- ☐ No options to renew lease
- ☒ Options as follows:

Length of option	Period of option	Exercise date
Five years	27/03/2023 to 26/03/2028	27/03/2027 to 27/09/2027

Five years

27/03/2028 to
26/03/2033

27/03/2032 to
27/09/2032

[List all options to renew lease]

PART 3 WORKS, FIT OUT AND REFURBISHMENT

7 Date of handover

7.1 Date of handover Actual/Estimate

(if different to the date the lease
commences indicated at item 5.1)

8 Landlord's works

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

[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 14) 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

(excluding the landlord's works at item 8)

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

☐ Yes

[insert details of landlord's contribution]

☒ No

PART 4 RENT

10 Annual base rent

10.1 Starting annual base rent \$80,000.00

(i.e. when the lease commences) ~~Including~~/Excluding GST

10.2	Rent free period <i>[describe any rent free period]</i>	Nil
10.3	Date of rent commencement	27 th March 2013
10.4	How rent payments are to be made? By equal monthly instalments in advance on the 27 th day of each month payable by direct debit into the landlord's nominated account <i>[insert description of how rent is paid – e.g. by equal monthly instalments in advance on the first day of each month, other than the first and last payments which are calculated on a pro-rata basis]</i>	
11	Rent adjustment (rent review)	
11.1	Rent adjustment date(s) and adjustment method	
	27/03/2013 - 26/03/2014	Consumer Price Index
	27/03/2014 - 26/03/2015	Consumer Price Index
	27/03/2015 - 26/03/2016	Consumer Price Index
	27/03/2016 - 26/03/2017	Consumer Price Index
	27/03/2017 - 26/03/2018	Market Review
	27/03/2018 - 26/03/2019	Consumer Price Index
	27/03/2019 - 26/03/2020	Consumer Price Index
	27/03/2020 - 26/03/2021	Consumer Price Index
	27/03/2021 - 26/03/2022	Consumer Price Index
	27/03/2022 - 26/03/2023	Market Review
	<i>[The CPI Adjustment shall in any event not exceed 5% per annum]</i>	
	Rent based on turnover	
12.1	Is a rent based on turnover payable by the tenant? (Note, the lease must specify the method by which a rent based on turnover is to be determined) ☐ Yes <i>[insert method of calculating the turnover rent]</i> ☒ No	
12.2	If a rent based on turnover is not required to be paid, does the landlord require the tenant to provide details of turnover?	☐ Yes ☐ No

PART 5		OUTGOINGS	
13	Contribution by tenant towards landlord's outgoing		
13.1	Is the tenant required to pay or contribute towards the landlords outgoing?	☒ Yes	
		☐ No	
13.2	Describe any period during which the tenant is not required to pay outgoing		
	Not applicable		
13.3	Date on which payment of outgoing is to commence	27 th March 2013	
13.4	Formulae for apportioning outgoing		
	100%		
	[insert formulae on how outgoing payable by tenant is to be apportioned]		
14	Outgoing estimates (annual) for the 12 month period 27 th March 2013 to 26 th March 2014		
	[State which of the following are payable by the tenant. The landlord may be prevented by the Retail Leases Act 2003 from claiming certain costs.]		
		Estimate (including GST) per annum for the building/centre	
14.1	Administration		
	Administration costs (excluding management fees and wages)		
	Audit fees		
	Management fees		
14.2	Air conditioning/temperature control		
	Air conditioning maintenance		
	Air conditioning operating costs		
14.3	Building/centre management		
	Body corporate/strata levies		
	Building intelligence services		
	Customer traffic flow services		
	Energy management services		
	Gardening and landscaping	Tenant's cost	
	Insurance	Landlord's cost	
	Pest control		
	Ventilation		

14.4	Building/centre security	
	Caretaking	
	Emergency systems	
	Fire levy	
	Fire protection	
	Security services	
14.5	Cleaning	Tenant's cost
	Cleaning consumables	
	Cleaning costs (excluding consumables)	
14.6	Communications	
	Post boxes	
	Public telephones	
14.7	Customer facilities	
	Car parking	Tenant's cost
	Child minding	
	Escalators	
	Lifts	
	Uniforms	
14.8	Customer information services	
	Information directors	
	Public address/music	
	Signage	
14.9	Government rates and charges	
	Local government rates and charges	\$4,574.20
	Water, sewerage and drainage rates and charges	\$2,240.92
	(Note: under section 50 of the Retail Leases Act 2003 , the landlord may not claim land tax as an outgoing)	
14.10	Repairs	
	Repairs and maintenance	
	Sinking fund for repairs and maintenance	
	(Note: under section 41 of the Retail	

Leases Act 2003, the landlord may not claim the capital costs of the building/centre in which the premises are located)

14.11	Utility Services	Tenant's cost
	Electricity	
	Gas	
	Oil	
	Water	
14.12	Waste management	
	Sewerage disposal	
	Waste collection and disposal	
14.13	List any other outgoings	
	State Land Tax	\$ 387.00
14.14	Total outgoings for the building/centre	\$
14.15	Formula for determining tenant's share of the total outgoings for the building/centre	
14.16	Estimated tenant contribution to outgoings	\$ 7,202.12

PART 6 OTHER COSTS

15 Advertising and promotional costs

- 15.1 Is the tenant required to contribute towards advertising and promotional costs (including marketing fund contributions) for the building/centre?
- ☐ Yes
- ☒ No
- 15.2 Tenant's contribution to advertising and promotional costs per annum
- ☒ Not applicable
- ☐ Yes – contribution per annum is Actual/Estimate
- ☐ Yes – contribution per annum is % of the rent (excluding GST) Payable from time to time
- ☐ Yes [insert details of tenant's contribution per annum and how this is determined]

16	Other monetary obligations and charges
16.1	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
	<i>[e.g. interest and legal costs]</i>

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

17	Alteration Works
17.1	Are there any alteration works, planned or known to the landlord at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms?
	☐ Yes
	<i>[insert details of the proposed works]</i>
	☒ No
18	Clauses in lease dealing with relocation and demolition works
18.1	Clause(s) in lease providing for relocation of tenant
	☐ Clause(s) of the lease
	☒ Not applicable
18.2	Clause(s) in lease providing for demolition of the premises or building/centre
	☐ Clause(s) of the lease
	☒ Not applicable

PART 8 TRADING HOURS

19	Core trading hours relevant to the tenant
20	Tenant access to premises outside core trading hours
20.1	Is the tenant permitted to access the premises and building/centre outside core trading hours?
	☒ Yes

[provide details including cost of access]

☐ No

PART 9 RETAIL SHOPPING CENTRE DETAILS

[note: this Part must only be completed if the premises are in a retail shopping centre as defined in section 3 of the Retail Leases Act 2003]

21 Retail shopping centre details – NOT APPLICABLE

21.1 Total number of shops

21.2 Gross lettable area of the centre

Actual/Estimate

22 Annual turnover of the shopping centre

22.1 Annual estimated turnover
(where collected) \$

Including GST/
Excluding GST

22.2 Annual estimated turnover by
speciality shops per m²
(where collected)

Food \$ per m²
Including GST/
Excluding GST

Non food \$ per m²
Including GST/
Excluding GST

Services \$ per m²
Including GST/
Excluding GST

23 Major/anchor tenants

23.1 Major/anchor tenants and lease expiry dates

[list all major and anchor tenants (e.g. department stores, discount department stores, supermarkets) and the dates on which leases held by those tenants expire]

24 Floor plan and tenancy mix

24.1 Floor plan showing tenancy mix, ☐ Attached as per item 34.1
common areas, common area trading.

kiosks and major tenants		
24.2	Does the landlord assure the tenant that the current tenant mix will not be altered by the introduction of a competitor?	☐ Yes ☐ No
25	Customer traffic flow information	
25.1	Does the landlord collect customer traffic flow information?	☐ Yes – attached as per item 34.2 ☐ No
26	Casual mall licensing for common areas	
26.1	Do you adhere to the Shopping Centre Council of Australia's Casual Mall Licensing Code of Practice?	☐ Yes – casual mall licensing policy attached as per item 34.3 ☐ No

PART 10 OTHER DISCLOSURES

27	Other disclosures	
27.1	Are there any current legal proceedings in relation to the lawful use of the premises or building/centre?	
	☐ Yes [provide details]	
	☐ No	
28	Representations by landlord	
28.1	Any other representations by the landlord or the landlord's agent	
	[landlord to insert details of any other oral or written representations made by the landlord or the landlord's agent]	

PART 11 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE

29 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 agent 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:

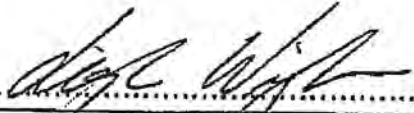
- The tenant may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.

30 Landlord's signature

30.1 Name of landlord

Leigh William Wright and Sharon Suzanne Wright
[insert name of landlord]

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

x.....  Sharon Wright.

30.3 Name of the landlord's authorised representative or landlord's agent

[insert name of person signing with the authority of the landlord]

30.4 Date

13 / 02 / 2013

PART 12 TENANT ACKNOWLEDGEMENTS AND SIGNATURE

31. Acknowledgements by the tenant

By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement

Before entering into a lease, tenants should consider these key questions:

- Does the planning authority allow your proposed use for the premises under planning law?
- Is the security of your occupancy affected by:
 - mortgages, charges or encumbrances granted by the landlord?
 - Rights and obligations under a head lease?
- Does the premises comply with building and safety relations? Is the premises affected by outstanding notices by any authority?
- Could your trading be affected by disturbances or changes to the building/centre?
- Does the landlord require you to refurbish the premises regularly or at the end of the lease?
- Can the landlord end the lease early even if you comply with the lease?
- Are all the existing structures, fixtures and plant and equipment in good working order?
- Are you required to make good the premises at the end of the lease?
- Is the tenancy mix of the shopping centre (if applicable) likely to change during the term of the lease? (see item 24.2)

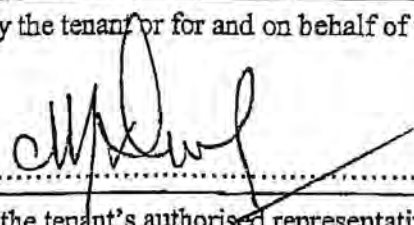
32 Tenant's signature

It is important that a tenant seek independent legal and financial advice before entering into a lease.

32.1 Name of tenant

The Dooley Group Pty Ltd
[insert name of tenant]

32.2 Signed by the tenant or for and on behalf of the tenant

x. 

32.3 Name of the tenant's authorised representative

[insert name of person signing with the authority of the tenant]

32.4 Date 12/2/2013

PART 13 ATTACHMENTS

33 List of attachments

Attached?

- | | | |
|------|---|--|
| 33.1 | Plan of premises
(see item 4.2) | ☐ Yes
☒ Not applicable |
| 33.2 | Head lease or sub lease
(see item 4.2) | ☐ Yes
☒ Not applicable |

33.3 Additional attachments

[list of any additional attachments]

34 List of attachments - retail shopping centre

[this item must be completed only if the premises are in a retail shopping centre as defined in section 3 of the Retail Leases Act 2003]

Attached?

- | | | |
|------|--|--|
| 34.1 | Floor plan
(see item 24.1) | ☐ Yes
☒ Not applicable |
| 34.2 | Customer traffic figures statistics
(see item 25.1) | ☐ Yes
☒ Not applicable |
| 34.3 | Casual mall license policy
(see item 26.1) | ☐ Yes
☒ Not applicable |

34.4 Additional attachments relating to the retail shopping centre

[list of any additional attachments]

WILLIAM MOLINARO

(Landlord)

and

REFLECTIONS CO. PTY LTD (ACN 615 253 122)

(Tenant)

and

KELLY JANE AVAGE & RACHEL WAGSTAFF

(Guarantors)

DEED OF VARIATION OF LEASE



119 Main Street, Bairnsdale
PO Box 473, Bairnsdale
Telephone: (03) 5152 2661 Facsimile: (03) 5152 3569 Email: wgm@wgm.com.au
Ref: RMH:SJ:1090324

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DEED OF VARIATION OF LEASE

THIS DEED made the _____ day of _____ 2024

PARTIES:

WILLIAM MOLINARO of Po Box 450, EUROA VIC 3666 ("Landlord")

AND

REFLECTIONS CO. PTY LTD (ACN 615 253 122) of C/- Pursuit Advisers 82 Smith Street, WARRAGUL VIC 3820 ("**Tenant**")

AND

KELLY JANE AVAGE of 7 McCulloch Street, BAIRNSDALE VIC 3875 and RACHEL WAGSTAFF of 60 Doherty Street, BAIRNSDALE VIC 3875 ("**Guarantors**")

BACKGROUND:

1. The Landlord is the owner of the Premises.
2. The Tenant leases the Premises under the Lease.
3. The parties want to vary the Lease as set out in this Deed.
4. The Guarantor has consented to the variation of the Lease and the extension of the Guarantee to the obligations of the Tenant under the Lease as varied by this Deed.

AGREED TERMS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Deed means this deed of variation of lease including any schedules;

Guarantee means the guarantee in Item 4;

Lease means the lease in Item 1 and annexed to this Lease as Annexure B;

Premises means the premises in Item 2;

Schedule means the schedule of particulars attached to this Deed;

Variation Date means the date in Item 3; and

Variations means the variations to the Lease set out in the Schedule marked 'Variations'.

1.2 Interpretation

In this Deed, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) the headings are used for convenience only and do not affect the interpretation of this Deed;
- (d) other grammatical forms of defined words or expressions have corresponding meanings;
- (e) a reference to a document includes the document as modified from time to time and any document replacing it;
- (f) if something is to be or may be done a day that is not a Business Day then it must be done on the next Business Day;
- (g) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (h) the word "month" means calendar month and the word "year" means 12 months;

- (i) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (j) a reference to a thing includes a part of that thing;
- (k) a reference to all or any part of a statute, rule regulation or ordinance (statute) includes that statute as amended, consolidated, re-enacted or replaced from time-to-time;
- (l) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";
- (m) money amounts are stated in Australian currency unless otherwise specified;
- (n) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (defunct body), means the agency or body that performs most closely the functions of the defunct body; and
- (o) a reference to an Item is to an item in the Schedule.

2. VARIATION TO LEASE

2.1 Variation

On and from the Variation Date, the Lease is varied by the Variations.

2.2 Confirmation of Lease terms

All provisions of the Lease other than those varied by clause 2.1 remain unchanged and continue in full force.

2.3 Deed is supplemental to Lease

This Deed is supplemental to the Lease and must be interpreted with and having regard to the provisions of the Lease.

2.4 Prior rights not affected

This Deed does not affect the rights and obligations of the parties to the extent that they relate to the time before the Variation Date.

3. GUARANTOR'S ACKNOWLEDGEMENT

The Guarantor by executing this Deed:

- (a) acknowledges the Variations to the Lease that are affected by the execution of this Deed;
- (b) confirms the validity of the Guarantee despite those variations; and
- (c) confirms that the Guarantee extends to the Lease as varied by this Deed, so far as the Variations may affect the Guarantee.

4. INCONSISTENCY

If there is any inconsistency between the provisions of this Deed and the provisions of the Lease, then the provisions of this Deed prevail.

5. COSTS

Each party must bear their own costs in connection with this Deed.

6. GOODS AND SERVICES TAX

6.1 Definitions

In this Deed:

- (a) **GST** has the same meaning as in the GST Act;
- (b) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* (as amended); and
- (c) words used in this clause that have defined meaning in the GST Act have the same meaning and are in italics.

6.2 Taxable supply

Except where express provision is made to the contrary, and subject to this clause, the *consideration* payable by any party under this Deed represents the *value* of any *taxable supply* for which payment is to be made.

6.3 Payment

Subject to clause 7.5, if a party makes a *taxable supply* in connection with this Deed for a *consideration*, which, under clauses 7.2 or 7.4, represents its *value*, then the party liable to pay for the *taxable supply* must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.

6.4 Treatment of Landlord's input tax credit

If this Deed requires the Tenant to pay, reimburse or contribute to an amount paid or payable by the Landlord in respect of an *acquisition* from a third party for which the Landlord is entitled to claim an *input tax credit*, the amount required to be paid, reimbursed or contributed by the Tenant will be the value of the *acquisition* by the Landlord plus, if the Landlord's recovery from the Tenant is a *taxable supply*, any GST payable under clause 7.3.

6.5 Tax Invoice

A party's right to payment under clause 7.3 is subject to a *valid tax invoice* being delivered to the party liable to pay for the *taxable supply*.

7. GENERAL

7.1 Nature of obligations

- (a) Any provision in this Deed which binds more than one person binds all of those persons jointly and each of them severally.
- (b) Each obligation imposed on a party by this Deed in favour of another is a separate obligation.

7.2 Entire understanding

(a) This Deed contains the entire understanding between the parties concerning the subject matter of the Deed and supersedes all prior communications between the parties.

(b) Each party acknowledges that, except as expressly stated in this Deed, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of another party in relation to the subject matter of this Deed.

7.3 No adverse construction

This Deed is not to be construed to the disadvantage of a party because that party was responsible for its preparation.

7.4 Further assurances

A party, at its own expense and within a reasonable time of being requested by another party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Deed.

7.5 No waiver

- (a) A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this Deed does not operate as a waiver of the power or right.
- (b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Deed.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

7.6 Severability

Any provision of this Deed which is invalid in any jurisdiction must, in relation to that jurisdiction:

(a) be read down to the minimum extent necessary to achieve its validity, if applicable; and

(b) be severed from this Deed in any other case,

without invalidating or affecting the remaining provisions of this Deed or the validity of that provision in any other jurisdiction.

7.7 Successors and assigns

This Deed binds and benefits the parties and their respective successors and permitted assigns.

7.8 No assignment

The Tenant cannot assign or otherwise transfer the benefit of this Deed or the Lease without the prior written consent of the Landlord.

7.9 Consents and approvals

Where anything depends on the consent or approval of a party then, unless this Deed provides otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of that party.

7.10 No variation

This Deed cannot be amended or varied except in writing signed by the parties.

7.11 Duty

(a) Any duty (including related interest or penalties) payable in respect of this Deed or any instrument created in connection with it must be paid by the Tenant.

(b) The Tenant undertakes to keep the Landlord indemnified against all liability relating to duty, fines and penalties.

7.12 Governing law and jurisdiction

(a) This Deed is governed by and must be construed in accordance with the laws in force in Victoria.

(b) The Tenant undertakes to keep the Landlord indemnified against all liability relating to the duty, fines and penalties.

7.13 Counterparts

If this Deed consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

7.14 Conflicting provisions

If there is any conflict between the main body of this Deed and any schedules or annexures comprising it, then the provisions of the main body of this Deed prevail.

7.15 Non merger

A term or condition of, or act done in connection with, this Deed does not operate as a merger of any of the rights or remedies of the parties under this Deed and those rights and remedies continue unchanged.

7.16 Operation of indemnities

Unless this Deed expressly provides otherwise:

(a) each indemnity in this Deed survives the expiry or termination of this Deed; and

(b) a party may recover a payment under an indemnity in this Deed before it makes the payment in respect of which the indemnity is given.

7.17 No right of set-off

Unless this Deed expressly provides otherwise, a party has no right of set-off against a payment due to another party.

7.18 Relationship of parties

Unless this Deed expressly provides otherwise, nothing in this Deed may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

SCHEDULE: Particulars

Item 1.	Lease Landlord: <u>WILLIAM MOLINARO</u> Tenant: <u>REFLECTIONS CO. PTY LTD</u> ACN 615 253 122 Guarantors: <u>KELLY JANE AVAGE</u> of 7 McCulloch Street, BAIRNSDALE VIC 3875 and <u>RACHEL</u> <u>WAGSTAFF</u> of 60 Doherty Street, BAIRNSDALE VIC 3875 Date: 22 nd February 2013
Item 2.	Premises: 120 Day Street Bairnsdale, being all of the land contained in Certificates of Title Volume 7252 Folio 392, Volume 7601 Folio 133 and Volume 7299 Folio 757
Item 3.	Variation Date: 9 th December 2024
Item 4.	Guarantee <u>KELLY JANE AVAGE</u> of 7 McCulloch Street, BAIRNSDALE VIC 3875 and <u>RACHEL</u> <u>WAGSTAFF</u> of 60 Doherty Street, BAIRNSDALE VIC 3875

SCHEDULE: Variations

The Lease is amended as follows:

- (a) Part A, 1. Summary: (b) **Further Term (Clause 4)** be amended to read;

"(i) One (1) further term of Ten (10) years:

27 March 2023 – 26 March 2033.

(both the Lessor and Lessee hereby acknowledging that the option for this term has been validly exercised by the Lessee)

(ii) Four (4) further terms each of Five (5) years;

27 March 2033 – 26 March 2038;

27 March 2038 – 26 March 2043;

27 March 2043 – 26 March 2048;

27 March 2048 – 26 March 2053."

- (b) Part A, 1. Summary, (d) – **Rent Reviews (Clause 5)** be deleted in its entirety and replaced with the following;

"Effective from the 27 March 2025 4% fixed increases annually on each of the following dates;

27 March 2025, 27 March 2026, 27 March 2027, 27 March 2028, 27 March 2029, 27 March 2030, 27 March 2031, 27 March 2032, 27 March 2034, 27 March 2035, 27 March 2036, 27 March 2037, 27 March 2039, 27 March 2040, 27 March 2041, 27 March 2042, 27 March 2044, 27 March 2045, 27 March 2046, 27 March 2047, 27 March 2049, 27 March 2050, 27 March 2051 and 27 March 2052."

Market Review; 27 March 2033, 27 March 2038, 27 March 2043 27 March 2048."

Signed by: William Molinaro

(Witness) KATRINA LANGHTON.

Handwritten signature: Kelly Koo

3 Rachel W. G. 10/11

DATED 31-Dec-24 | 8:56:10 AM AEDT 2024

WILLIAM MOLINARO

and

**REFLECTIONS CO. PTY LTD
(ACN 615 253 122)**

and

**KELLY JANE AVAGE AND
RACHEL WAGSTAFF**

DEED OF VARIATION OF LEASE

WARREN, GRAHAM & MURPHY
Solicitors
119 Main Street
BAIRNSDALE VIC 3875

REF: RMH:SJ: 1090324

TEL: (03) 5152-2661

DISCLOSURE STATEMENT

by the landlord under section 26 (1) of the Retail Leases Act 2003

NOTE

This statement is to be completed by the Landlord for renewed leases under section 26(1) of the Retail Leases Act 2003.

If the Tenant has exercised or is entitled to exercise an option to renew a retail premises lease, the Landlord is required to provide this statement to the Tenant at least 21 days before the end of the current term.

In the situation where all of the parties to a retail premises lease enter into an agreement to renew the lease, the Landlord is required to provide this statement to the Tenant no later than 14 days after the entering into of the agreement.

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 renewing 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

LANDLORD:	William Molinaro
TENANT:	Reflections Pty Ltd T/A Peter Murray Funerals
PREMISES:	30-32 Victoria Street, Bairnsdale Victoria 3875

PART 1 KEY INFORMATION

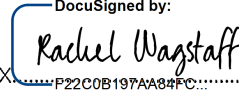
1	Renewal of Lease
1.1	Date on which the option to renew the lease agreement for the premises was exercised, or date on which all of the parties to the lease entered into an agreement to renew the lease. 20/12/ 2022
1.2	Details of any changes from previous disclosure statement.
2	Alteration works
2.1	Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms? ☒ Yes New Laser light to be replaced in undercover drive area ☐ No
2.2	Details of any changes from previous disclosure statement.

3	Other matters
3.1	Are there any other matters that may materially affect the tenant's ongoing business and are not referred to in the lease? [e.g. current legal proceedings, planned changes to tenancy mix] ☐ Yes [insert details] ☒ No
3.2	Are there any alteration or demolition works, planned or known to the landlord at this point in time, to land adjacent to or in close proximity to the premises or building/centre, during the term or any further term or terms? ☐ Yes [provide details] ☒ No
3.3	Details of any changes from previous disclosure statement.
4	Other monetary obligations and charges
4.1	Outline any other costs arising under the renewed lease not including costs that are referred to in the statement of outgoings under section 47 of the Act and are not referred to in the lease. Penalty interest in accordance with the lease conditions when the Tenants defaults, and legal costs on the Transfer of the Lease [e.g. interest and legal costs]
4.2	Details of any changes from previous disclosure statement.

PART 2 LANDLORD ACKNOWLEDGEMENTS AND SIGNATURE

5	Acknowledgements by landlord
By signing this disclosure statement, the landlord confirms and acknowledges that: - the landlord has not knowingly withheld information that may materially affect the tenant's ongoing business. Warning 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	
6	Landlord's signature
6.1	Name of landlord William Molinaro
6.2	Signed by the landlord or the landlord's agent for and on behalf of the landlord X.....
6.3	Name of the landlord's authorised representative or landlord's agent [insert name of person signing with the authority of the landlord]

6.3	Name of the landlord's authorised representative or landlord's agent <i>[insert name of person signing with the authority of the landlord]</i>	
6.4	Date	/ /2022

PART 3 TENANT ACKNOWLEDGEMENTS AND SIGNATURE		
7	Acknowledgements by the tenant	
By signing this disclosure statement, the tenant confirms and acknowledges that the tenant received this disclosure statement		
8	Tenant's signature	
It is important that a tenant seek independent legal and financial advice before renewing the lease.		
8.1	Name of tenant Rachel Wagstaff	
8.2	Signed by the tenant or for and on behalf of the tenant DocuSigned by:  X.....P22C0B197AA84FC.....	
8.3	Name of the tenant's authorised representative <i>[insert name of person signing with the authority of the tenant]</i>	
8.4	Date 10-Feb-23 1:25:30 PM AEDT 22/12/2022	

Code 150

Renewal of Lease[®]



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REAL ESTATE | King & Heath

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

The Real Estate Institute of Victoria Ltd

COPYRIGHT RENEWAL LEASE[®]

Landlord(s): William Molinaro

Tenant(s): Reflections Pty Ltd T/A Peter Murray Funerals

Premises: 30-32 Victoria Street & 120 Day Street, Bairnsdale, Victoria 3875

Code 150

Renewal of Lease®**About this Renewal of Lease**

You can use this deed to renew an REIV Commercial Lease [Code 143] when it contains an option for another term. You can also use it to record renewals of other forms of commercial, retail, and industrial leases that contain options to renew. Complete this deed in triplicate. One completed, dated and signed part is for the landlord to keep, the second is for the tenant to keep and the third is for your agency file. Keep the completed deed with the lease. Depending on the circumstances, it may be prudent to obtain professional help to complete this deed.

This deed is supplemental to the lease recorded in the Schedule (Lease) and is made on the date set out in the Schedule.

Recitals:

- A. If the landlord named in the Schedule (landlord) is not the landlord named in the Lease, the landlord is now entitled to the reversion when the Lease ends.
- B. If the tenant named in the Schedule (tenant) is not the tenant named in the Lease, the tenant has taken an assignment of the Lease.
- C. The tenant has the right to renew the Lease of the premises described in the Schedule (premises) for the period set out in the Schedule (further term).
- D. The tenant has renewed the Lease of the premises for the further term.
- E. The landlord and the tenant have made this deed to record the further term.

The landlord and the tenant agree -**1. Renewal of the Lease**

- 1.1. The landlord and the tenant agree the Lease of the premises is renewed for the further term commencing on the date set out in the Schedule.
- 1.2. This deed will, so far as may be, be read and have effect as if it contained a full recital of the Lease with such changes as may be required to make it applicable to the further term or to incorporate the special conditions, if any, recorded in the Special Conditions Schedule.
- 1.3. If it is necessary to determine priority between a term of the Lease and a special condition, the special condition has priority.

2. Rent

- 2.1. The initial rent for the further term is set out in the Schedule.
- 2.2. If, at the date of this deed, the initial rent for the further term remains to be agreed then until it is agreed or, if not agreed, is determined, the tenant will continue to pay the rent current at the date on which the immediately preceding term of the Lease came to an end. On the initial rent being agreed, or determined, any necessary adjustment will be made.

3. Security deposit

If necessary, on signing this deed, the tenant will provide the landlord with an additional security deposit so the security deposit is maintained at an amount required by the Lease.

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4. Guarantee and indemnity

If, during the immediately preceding term, the tenant's observation and performance of the Lease was guaranteed or indemnified or both by a guarantor or guarantors the tenant will, simultaneously with the signing this deed, procure the guarantor or guarantors to provide to the landlord a guarantee or indemnity of the tenant's observance and performance of the lease for the further term, on similar terms to that provided for the immediately preceding term.

5. Retail Leases Regulations (RLR)

If the Retail Leases Act 2003 applies, the tenant acknowledges having received the disclosure statement to be provided by the landlord as required by the RLR.

6. Special Conditions

Unless some other date or dates are specified, the special conditions, if any, in the Special Conditions Schedule have effect beginning on the commencement date of the further term.

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SCHEDULE

Date of this deed: / / 20

Landlord: William Molinaro

Contact Person: William Molinaro

Address: PO Box 450

Postcode: EUROA

ACN:

ABN: 32 630 520 531

Phone:

Mobile: 0408 453 413

Fax:

Email: S_nicholls1@bigpond.com

Tenant: Reflections Pty Ltd T/A Peter Murray Funerals

Contact Person: Rachel Wagstaff

Address: 30-32 Victoria Street & 120 Day Street,
Bairnsdale, Vic

Postcode: 3875

ACN:

ABN: 20-615-253-122

Phone:

Mobile: 0407 846 729

Fax:

Email: rachel@petermurrayfunerals.com.au

Premises: 30-32 Victoria Street & 120 Day Street, Bairnsdale, Victoria

Lease dated: 12 / 02 / 20 13

Further term: One (1) x Five (5) Years

Commencement date of the further term: 27 / 03 / 20 23

Initial rent for the further term*: \$93,070.96 **Per Annum / ~~**Per Calendar month~~

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

GST exclusive

Further terms remaining after this further term ends: One (1) x Five (5) years

SPECIAL CONDITIONS SCHEDULE

Record here any Special Conditions as agreed. Number them one-after-the other, starting at 1.

Code 150

Renewal of Lease®


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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

Director Name:

William Molinaro

Director/Company

Secretary Name:

in the presence of

Witness Name:

Marilyn Nicholls

William Molinaro

Signed sealed and delivered by the tenant

Director Name:

Rachel Wagstaff

Director/Company Kelly Avage

Secretary Name:

in the presence of

Witness Name:

Ashley Browning

 Reflections Pty Ltd T/A Peter Murray
Funerals

DocuSigned by:

Rachel Wagstaff

DocuSigned by:

Kelly Avage

DocuSigned by:

Ashley Browning

E3FD6263A979489...

Tenancy Summary Report

As at 16 Sep 2026

King & Heath Pty Ltd T/A First National King & Heath

44 Bailey Street
VIC 3875
Australia
49 109 269 865



30-32 Victoria Street & 120 Day Street

Property Address	30-32 Victoria Street Bairnsdale 3875 AUSTRALIA	Property Owner	William Molinaro
		Property Manager	Maddison Ingram

Reflections Co. Pty Ltd

Annual Net Rent	\$104,504.82	Annual Net Outgoings	\$0.00	Security Deposit	\$7,333.32
Rent Discounts	\$0.00	Outgoings Discounts	\$0.00	Bond Held	\$7,333.32
Rent per Frequency	\$8,708.74 Monthly	Outgoings %	100.00 %	Improvements Rent %	Not specified
Rent per Size	\$153.68 m ²	Form	Commercial Lease Agreement	Insurance Status	No Insurance
Type	Commercial	Payment Reference	499817851	Custom Reference	3
Arrears Status	Not specified	Tags	Not specified	Penalty Interest Rate %	Not specified

Rent Schedule

Status	Start date	Type	Annual Rent
Current	27/03/2026	Net	\$104,504.82

Reviews

Title	Type	Date	New Annual Rent
fixed 4%	Fixed 4%	27/03/2027	\$108,685.01
Fixed 4%	Fixed %	27/03/2028	Not specified
FIXED 4%	Fixed %	27/03/2029	Not specified
FIXED 4%	Fixed %	27/03/2030	Not specified
FIXED 4%	Fixed %	27/03/2031	Not specified
FIXED 4%	Fixed %	27/03/2032	Not specified
MARKET REVIEW	Market	27/03/2033	Not specified
FIXED 4%	Fixed %	27/03/2034	Not specified
FIXED 4%	Fixed %	27/03/2035	Not specified
FIXED 4%	Fixed %	27/03/2036	Not specified
FIXED 4%	Fixed %	27/03/2037	Not specified
MARKET REVIEW	Market	27/03/2038	Not specified
FIXED 4%	Fixed %	27/03/2039	Not specified
FIXED 4%	Fixed %	27/03/2040	Not specified
FIXED 4%	Fixed %	27/03/2041	Not specified
FIXED 4%	Fixed %	27/03/2042	Not specified
MARKET REVIEW	Market	27/03/2043	Not specified
FIXED 4%	Fixed %	27/03/2044	Not specified
FIXED 4%	Fixed %	27/03/2045	Not specified
FIXED 4%	Fixed %	27/03/2046	Not specified
FIXED 4%	Fixed %	27/03/2047	Not specified
MARKET REVIEW	Market	27/03/2048	Not specified
FIXED 4%	Fixed %	27/03/2049	Not specified
FIXED 4%	Fixed %	27/03/2050	Not specified
FIXED 4%	Fixed %	27/03/2051	Not specified
FIXED 4%	Fixed %	27/03/2052	Not specified

Terms

Status	Start	End
Current	27/03/2023	26/03/2033

Right of Renewals

Duration	Start	Expiry	Option Expiry	Exercised
5 Years	27/03/2023	26/03/2028	Not specified	Not specified
5 Years	27/03/2033	26/03/2038	26/12/2032	Not specified
5 Years	27/03/2038	26/03/2043	26/12/2037	Not specified
5 Years	27/03/2043	26/03/2048	26/12/2042	Not specified

 Lease Breaks

No data available

 Areas

Name	Type	Size	Rent
Whole Demise	Shop	680.00 m ²	\$104,504.82
Totals		680.00 m ²	\$104,504.82

 Clauses

Tenancy Schedule Clauses
Not specified

 Contacts

Name	Type	Email	Mobile
Reflections Pty Ltd T/A Peter Murray Funerals	Primary	rachel@petermurrayfunerals.com.au	0400 552 045
Reflections Pty Ltd T/A Peter Murray Funerals	Account	rachel@petermurrayfunerals.com.au	0400 552 045

Property Clearance Certificate

Land Tax



SILVERTHORN CONVEYANCING

Your Reference:	2613624
Certificate No:	11430172
Issue Date:	17 SEP 2026
Enquiries:	MXP4

Land Address: 120 DAY STREET BAIRNSDALE VIC 3875

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29666833	2	18250	7252	392	\$0.00
	3	18250	7299	757	

Vendor: WILLIAM MOLINARO
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR WILLIAM MOLINARO	2026	\$300,000	\$1,334.48	\$0.00

Comments: Land Tax of \$1,334.48 has been assessed for 2026, an amount of \$1,334.48 has been paid. This certificate also includes land at lot/plan 1/806552 & vol/fol 7601/133.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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Arrears of Vacant Residential 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

CAPITAL IMPROVED VALUE (CIV):	\$1,400,000
SITE VALUE (SV):	\$300,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 11430172

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,350.00

Taxable Value = \$300,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$14,000.00

Taxable Value = \$1,400,000

Calculated as \$1,400,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 11430172

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 11430172

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



SILVERTHORN CONVEYANCING

Your Reference: 2613624

Certificate No: 11430172

Issue Date: 17 SEP 2026

Enquires: MXP4

Land Address: 120 DAY STREET BAIRNSDALE VIC 3875

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29666833	2	18250	7252	392	\$0.00
	3	18250	7299	757	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
273	N/A	N/A	N/A	The AVPCC allocated to the land indicates a qualifying use. The land may enter the reform if an entry transaction occurs in respect of the land.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$1,400,000

SITE VALUE: \$300,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 11430172

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



SILVERTHORN CONVEYANCING

Your Reference:	2613624
Certificate No:	11430172
Issue Date:	17 SEP 2026

Land Address: 120 DAY STREET BAIRNSDALE VIC 3875

Lot	Plan	Volume	Folio
2	18250	7252	392
3	18250	7299	757

Vendor: WILLIAM MOLINARO
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 11430172

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 11430170 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 11430170 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Rebecca Kaigg
463A Nepean Highway
FRANKSTON 3199

Client Reference: 2613624

NO PROPOSALS. As at the 14th September 2026, 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®.

120 DAY STREET, BAIRNSDALE 3875
SHIRE OF EAST GIPPSLAND

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: 14th September 2026

[Vicroads Certificate] # 81908842 - 81908842163426 '2613624'

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.