

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	457 Macclesfield Road, Macclesfield, 3782, being the land more particularly described in Certificate of Title Volume 2990 Folio 995	
<b>Vendor's name</b>	Melbourne Anglican Trust Corporation ABN 82 862 724 352 (formerly known as The Church of England Trusts Corporation For The Diocese of Melbourne)	<b>Date</b> 22/8/2023
	<div style="border: 1px solid black; padding: 5px;"> <p style="font-size: small; margin: 0;">DocuSigned by:</p> <p style="font-size: large; margin: 0;"><i>Bradly Billings</i></p> <p style="font-size: x-small; margin: 0;">AB6E9168A3DE443</p> </div> <p style="text-align: right; margin-top: 5px;">Director/Secretary</p>	
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>	Director/Secretary	
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>	Director/Secretary	

## 1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

\$291.05

To

Yarra Ranges Council, being the Fire Services Property Levy as per the Land Information Certificate issued on 06/07/2023

Other particulars (including dates and times of payments):

Other than the usual outgoings to be adjusted at settlement as per general condition 23 of the Contract of Sale, none to the vendor's knowledge

### 1.3 Terms Contract

Not Applicable

### 1.4 Sale Subject to Mortgage

Not Applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents including the Crown Grant contained in title volume 2990 folio 995 and noted on TP788470A

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

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

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act 1993* if the square box is marked with an 'X'

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4 NOTICES

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

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

Are as follows:

None to the Vendor's knowledge
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### 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:

None to the Vendor's knowledge
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### 4.3 Compulsory Acquisition

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

None to the Vendor's knowledge
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## 5 BUILDING PERMITS

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

Nil.

## 6 SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input type="checkbox"/>
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The property uses a septic tank.

## 7 TITLE

Attached are copies of the following documents:

### 7.1 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.

7.2 Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

## 8 DUE DILIGENCE CHECKLIST

Attach Due Diligence Checklist (this will be attached if ticked)

## 9 ATTACHMENTS

Register Search Statement of Certificate of Title Volume 2990 Folio 995

Title Plan No. 788470A

Copy of Government Gazette showing change of vendor's name

Planning Certificate

Planning Property Report

Yarra Ranges Council Land Information Certificate

Yarra Valley Water Information Statement

Yarra Ranges Council Building Certificate

Heritage Victoria Certificate

Department of Transport/VicRoads Certificate

Lease dated 25 January 2008, Deed of Extension and Variation of Lease dated 13 February 2017 and Transfer of Lease dated 25 September 2017

**DATED**

**2023**

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**MELBOURNE ANGLICAN TRUST CORPORATION ABN 82 862 724 352**  
(formerly known as The Church of England Trusts Corporation for the Diocese of Melbourne)

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**VENDOR'S STATEMENT**

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**Property: 457 Macclesfield Road, Macclesfield, 3782**

**B E D E L I S L A W Y E R S**  
Level 1, 33 - 39 Centreway  
Mt Waverley Vic 3149  
PO Box 5055 PINWOOD VIC 3149  
Tel: 8847 8000  
Fax: 8847 8099  
Email: [info@bedelislawyers.com.au](mailto:info@bedelislawyers.com.au)  
[www.bedelislawyers.com.au](http://www.bedelislawyers.com.au)  
Ref: AA:PP:231187

## 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.

(04/10/2016)

Victoria Government Gazette

G 27 15 July 1987 1861

**GOVERNMENT NOTICES****ANGLICAN CHURCH OF AUSTRALIA  
ACT (No. 10194)**

It is hereby notified that the Registrar-General has, pursuant to the provisions of section 4A (2) of Act No. 797 of the Parliament of Victoria registered a resolution of the Melbourne Diocesan Synod changing the name of the corporate body of trustees from The Church of England Trusts Corporation for the Diocese of Melbourne to Melbourne Anglican Trust Corporation.

Dated at Melbourne 8 July 1987

A. X. LYONS  
Registrar-General

**Erratum****Transport Act 1983****VARIATIONS OF DECLARATIONS AND  
DEDICATIONS OF ROADS**

In *Government Gazette*, No. G25 of 1 July 1987 on page 1764 with reference to item 22/87 the words "Calder Highway" should read "McIvor Highway".

**Subordinate Legislation Act 1962****Abattoir and Meat Inspection Act 1973****ABATTOIR AND MEAT INSPECTION  
(AMENDMENT NO. 2) REGULATIONS  
1987**

It is proposed to amend Regulations made under the *Abattoir and Meat Inspection Act 1973*. The object of this amendment is to provide a more equitable means for recouping meat inspection services in abattoirs.

A Regulatory Impact Statement has been prepared, as required by the *Subordinate Legislation Act 1962*. As a result of preparing that Statement, it is concluded that the regulations are necessary to achieve greater equity by revising the formula for charging fees on a 'per-carcase' basis for the various species of animals slaughtered in abattoirs.

Copies of the Regulatory Impact Statement and the proposed Regulations are available from: Manager Product Standards, Department of Agriculture and Rural Affairs, P.O. Box 500, East Melbourne 3002. Telephone (03) 651 7146.

Public comment and submissions are invited and should be lodged within 21 days of the publication of this notice.

J. J. WRIGHT  
Chief General Manager  
Department of Agriculture and Rural Affairs

**MINISTRY OF CONSUMER AFFAIRS****Notice of Regulatory Impact Statement  
Credit (Amendment No. 2) Regulations 1987**

A Regulatory Impact Statement has been prepared relating to proposed amendments to Regulations under the *Credit Act 1984*.

The Regulations provide that:

certain fees and charges may be included in the amount financed in relation to credit sale contracts, loan contracts, and continuing credit contracts secured by mortgages over property. statements of rates of interest expressed otherwise than as an annual percentage rate are prohibited.

two further print types in common usage may be used in documents under the *Credit Act*.

These changes have already been implemented in New South Wales and Western Australia.

The Regulatory Impact Statement has been prepared in accordance with the *Subordinate Legislation Act 1962* and concludes that the Regulations should be made. Copies of the Statement are available from the Ministry of Consumer Affairs, 500 Bourke Street, Melbourne 3000 within 21 days of the publication of this notice.

**CONTRACTS ACCEPTED—(Series 1986/87)  
Public Works**

Ararat City—Construction phase 1/D—Building Ararat Prison (Welfare)—\$2 515 742.00—Thiess Contractors Pty Ltd, Mount Waverley.

Bulla Shire—Building works landscape works, Goonawarra Primary School—\$55 000 00—Victorian Schools Nursery, Glen Waverley.

Buninyong Shire—Multi-purpose/store upgrade Buninyong Primary School—\$189 600 00—A. W. Nicholson Pty Ltd, Ballarat.

Melbourne City—Accommodation re-arrangements Melbourne Russell St. (City Court)—\$68 093.00—Harris Maintenance Consultants Pty, 148 Little Lonsdale Street, Melbourne.

Mildura Shire—Construction Architectural Sunraysia College of T.A.F.E.—\$133 150 00—S. J. Weir Pty Ltd (Mildura), Mildura.

Springvale City—Building upgrading of L.T.C. Building, Noble Park High School—\$256 375.00—D. P. & B. Cullen, Croydon.

Dated 8 July 1987

JOHN DEVENISH  
Director-General of Public Works





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

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

VOLUME 02990 FOLIO 995

Security no : 124107423025V  
Produced 06/07/2023 04:20 PM

CROWN GRANT

**LAND DESCRIPTION**

Crown Allotment 43G Parish of Nangana.

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor

THE CHURCH OF ENGLAND TRUSTS CORPORATION FOR THE DIOCESE OF MELBOURNE

**ENCUMBRANCES, CAVEATS AND NOTICES**

Any crown grant reservations exceptions conditions limitations and powers noted on the plan or imaged folio set out under DIAGRAM LOCATION below. For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE TP788470A 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: 457 MACCLESFIELD ROAD MACCLESFIELD VIC 3782

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>TP788470A</b>
Number of Pages (excluding this cover sheet)	<b>2</b>
Document Assembled	<b>06/07/2023 16:30</b>

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

TITLE PLAN		EDITION 1	TP 788470A
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**Location of Land**

Parish: NANGANA  
Township:  
Section:  
Crown Allotment: 43G  
Crown Portion:

Last Plan Reference:  
Derived From: VOL 2990 FOL 995  
Depth Limitation: 50 FEET

**Notations**

SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL. 2990 FOL. 995 AND NOTED ON SHEET 2 OF THIS PLAN

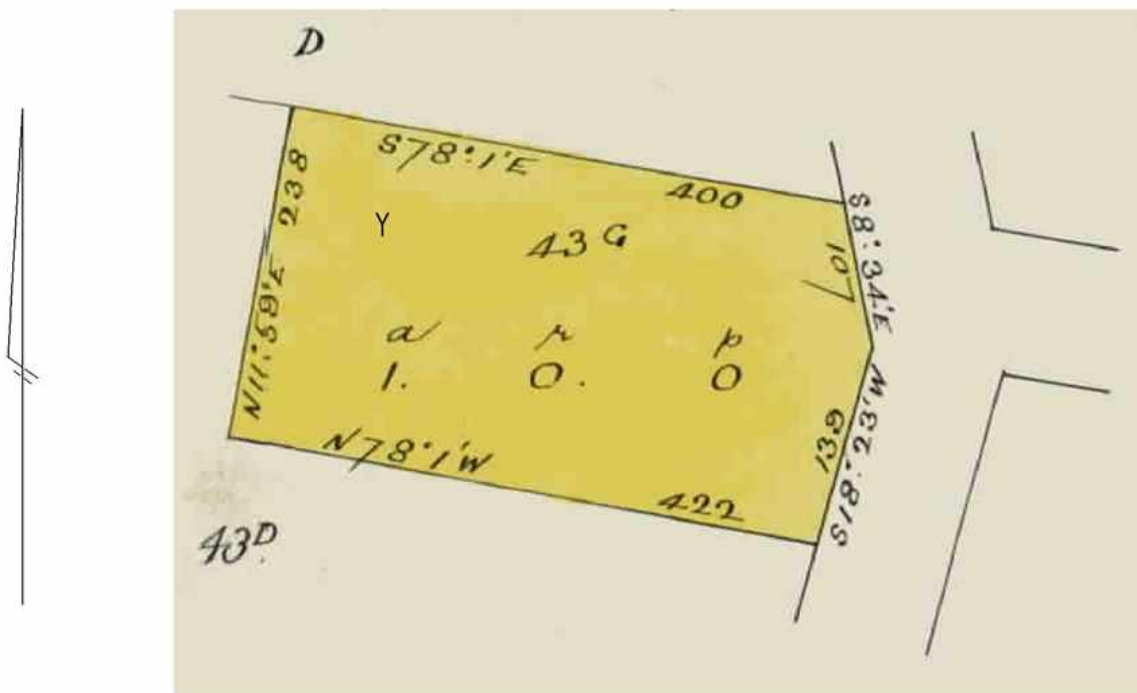
ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

**Description of Land / Easement Information**

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT

COMPILED: 03/06/2003  
VERIFIED: DA

**COLOUR CODE**  
Y = YELLOW



TITLE PLAN

TP 788470A

LAND DESCRIPTION INCLUDING RESERVATIONS EXCEPTIONS  
CONDITIONS AND POWERS SHOWN ON THE CROWN GRANT

All THAT PIECE OF LAND in the said State containing *one acre more or less being allotment fortythree G in the Parish of Nangana County of Evelyn*

delineated with the measurements and abuttals thereof in the map drawn in the margin of these presents and therein coloured yellow PROVIDED nevertheless that the grantee shall be entitled to sink wells for water and to the use and enjoyment of any spring or springs of water upon or within the boundaries of the said land for any and for all purposes as though ~~he~~ held the land without limitation as to depth EXCEPTING nevertheless unto us our heirs and successors all gold and silver and auriferous and argentiferous earth and stone and all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon and under and within the boundaries of the land hereby granted AND ALSO reserving to us our heirs and successors free liberty and authority for us our heirs and successors and our and their licensees agents and servants at any time or times hereafter to enter upon the said land and to search and mine therein for gold silver copper tin antimony coal and all other metals and minerals and mineral ores and to extract and remove therefrom any gold silver and any auriferous and argentiferous earth or stone copper tin antimony coal and other metals and minerals and mineral ores and to search for and work dispose of and carry away the gold silver copper tin antimony coal metals minerals and their ores and the mines metals and minerals in the land lying in upon and under the land hereby granted and for the purposes aforesaid to sink shafts make drives erect machinery and to carry on any works and do any other things which may be necessary or usual in mining and with all other incidents that are necessary to be used for the getting of the said gold silver copper tin antimony coal and other metals and minerals and mineral ores and the working of all mines seams lodes and deposits containing gold silver copper tin antimony coal and other metals and minerals and mineral ores in upon or under the land hereby granted

PROVIDED ALWAYS that the said land is and shall be subject to be resumed for mining purposes under section 180 of the Land Act 1901 AND PROVIDED also that the said land is and shall be subject to the right of any person being the holder of a miner's right or of a licence to search for metals or minerals or of a mining or mineral lease to enter therein and to mine for gold silver copper tin antimony coal and other metals and minerals and mineral ores and to erect and to occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those on which the holder of a miner's right or of a mining or mineral lease had at the date of these presents the right to mine for gold and silver in and upon Crown lands PROVIDED THAT compensation shall be paid to the said grantee

~~his successors~~ <sup>his successors</sup> assigns and transferees by such person for surface damage to be done to such lands by reason of mining thereon such compensation to be determined as provided for the time being by law for the case of land resumed for mining purposes and the payment thereof to be a condition precedent to such right of entry.

LENGTHS ARE IN LINKS

Metres = 0.3048 x Feet  
Metres = 0.201168 x Links

Sheet 2 of 2 sheets

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

943231

## APPLICANT'S NAME & ADDRESS

**BEDELIS LAWYERS PTY LTD C/- INFOTRACK (LEAP) C/-  
LANDATA  
DOCKLANDS**

## VENDOR

**MELBOURNE ANGLICAN TRUST  
CORPORATION**

## PURCHASER

N/A

## REFERENCE

356227

This certificate is issued for:

LAND CONTAINED IN VOLUME: 2990 FOLIO: 995 CROWN ALLOTMENT 43G PARISH OF NANGANA ALSO KNOWN  
AS 457 MACCLESFIELD ROAD MACCLESFIELD  
YARRA RANGES SHIRE

The land is covered by the:

YARRA RANGES PLANNING SCHEME

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

The land:

- is included in a GREEN WEDGE ZONE - SCHEDULE 2
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 6
- and a HERITAGE OVERLAY (HO221)
- and a BUSHFIRE MANAGEMENT OVERLAY
- and abuts a TRANSPORT ZONE 3 - SIGNIFICANT MUNICIPAL ROAD

A Proposed Amending Planning Scheme C148 has been placed on public exhibition which shows this property :

- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 6 - C148
- and is AREA OUTSIDE THE URBAN GROWTH BOUNDARY

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

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

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

06 July 2023

**Sonya Kilkenny**  
**Minister for Planning**

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

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

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

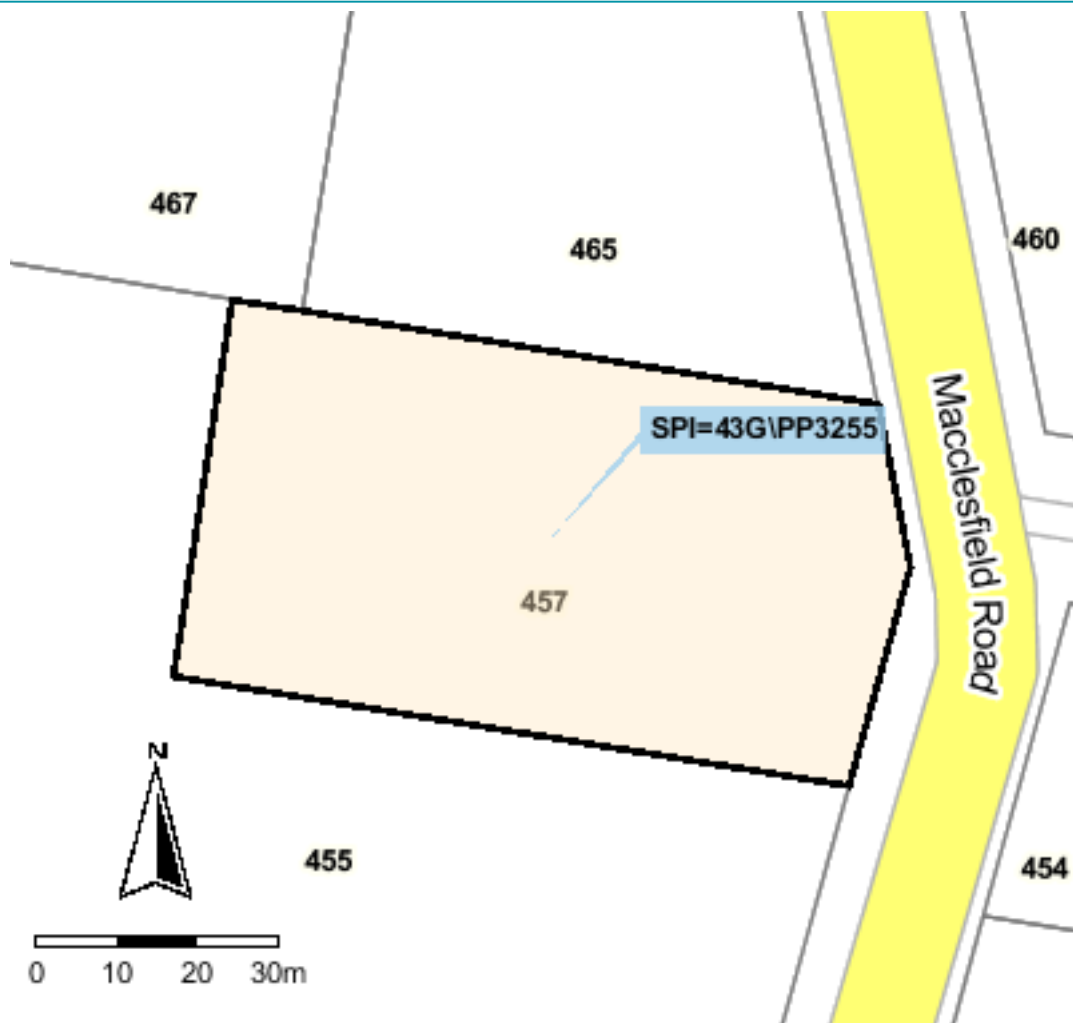
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

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

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



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### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

### Privacy Statement

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

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 06 July 2023 04:35 PM

## PROPERTY DETAILS

Address: **457 MACCLESFIELD ROAD MACCLESFIELD 3782**  
 Crown Description: **Allot. 43G PARISH OF NANGANA**  
 Standard Parcel Identifier (SPI): **43G\PP3255**  
 Local Government Area (Council): **YARRA RANGES**  
 Council Property Number: **225584**  
 Planning Scheme: **Yarra Ranges**  
 Directory Reference: **Melway 309 D4**

[www.yarraranges.vic.gov.au](http://www.yarraranges.vic.gov.au)

[Planning Scheme - Yarra Ranges](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Yarra Valley Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
 Legislative Assembly: **MONBULK**

## OTHER

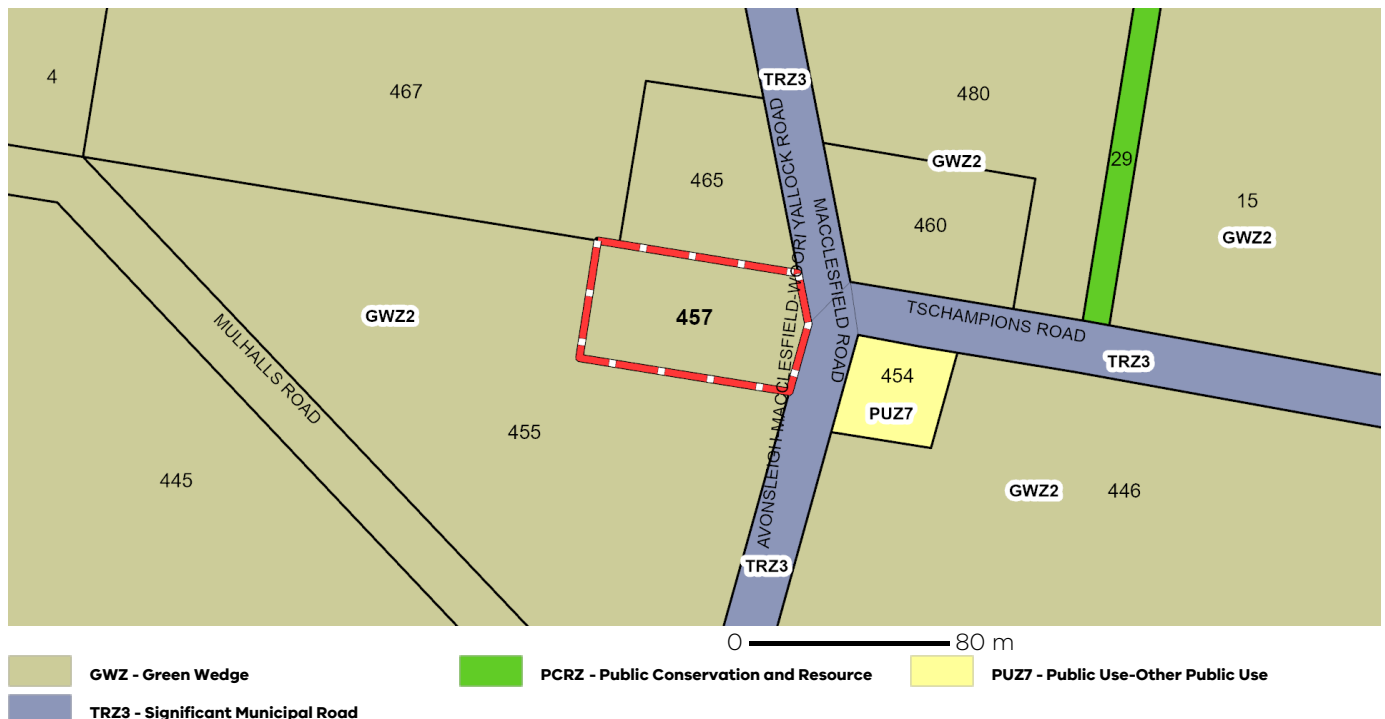
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[GREEN WEDGE ZONE \(GWZ\)](#)

[GREEN WEDGE ZONE - SCHEDULE 2 \(GWZ2\)](#)



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

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 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

# PLANNING PROPERTY REPORT

## Planning Overlays

### BUSHFIRE MANAGEMENT OVERLAY (BMO)

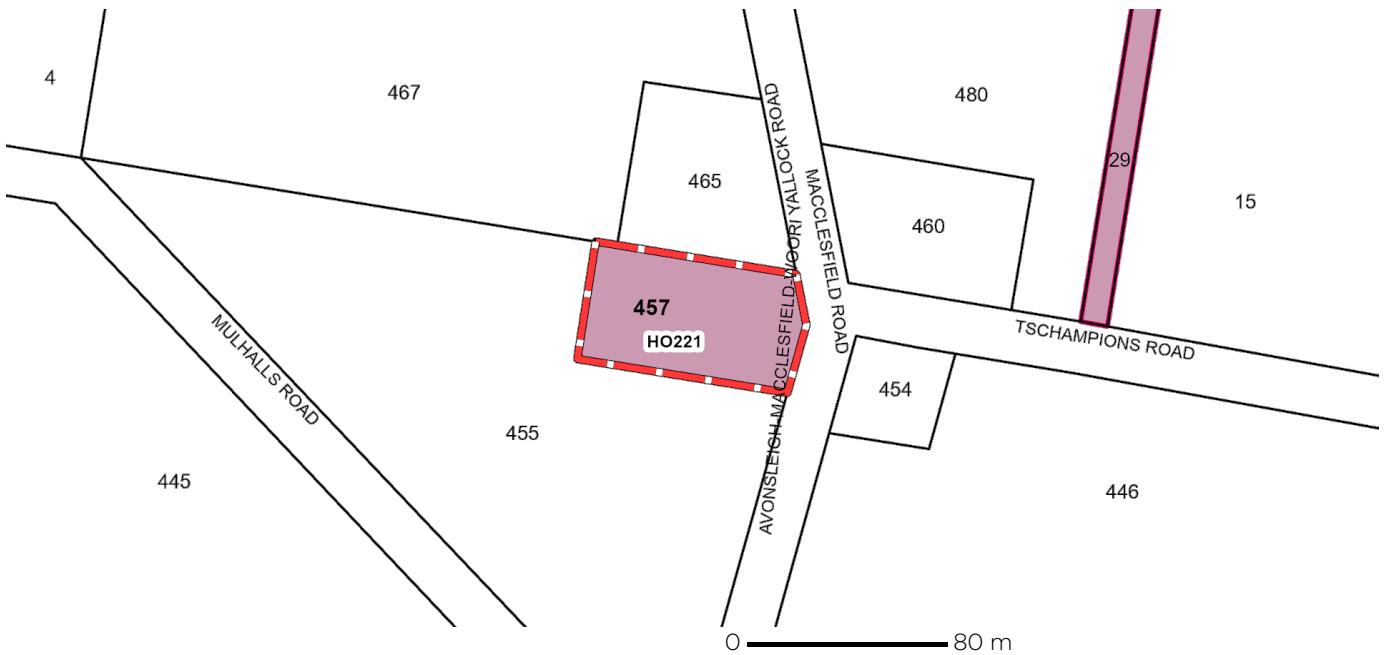


 **BMO - Bushfire Management Overlay**

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

### HERITAGE OVERLAY (HO)

#### HERITAGE OVERLAY - SCHEDULE (HO221)



 **HO - Heritage Overlay**

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

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

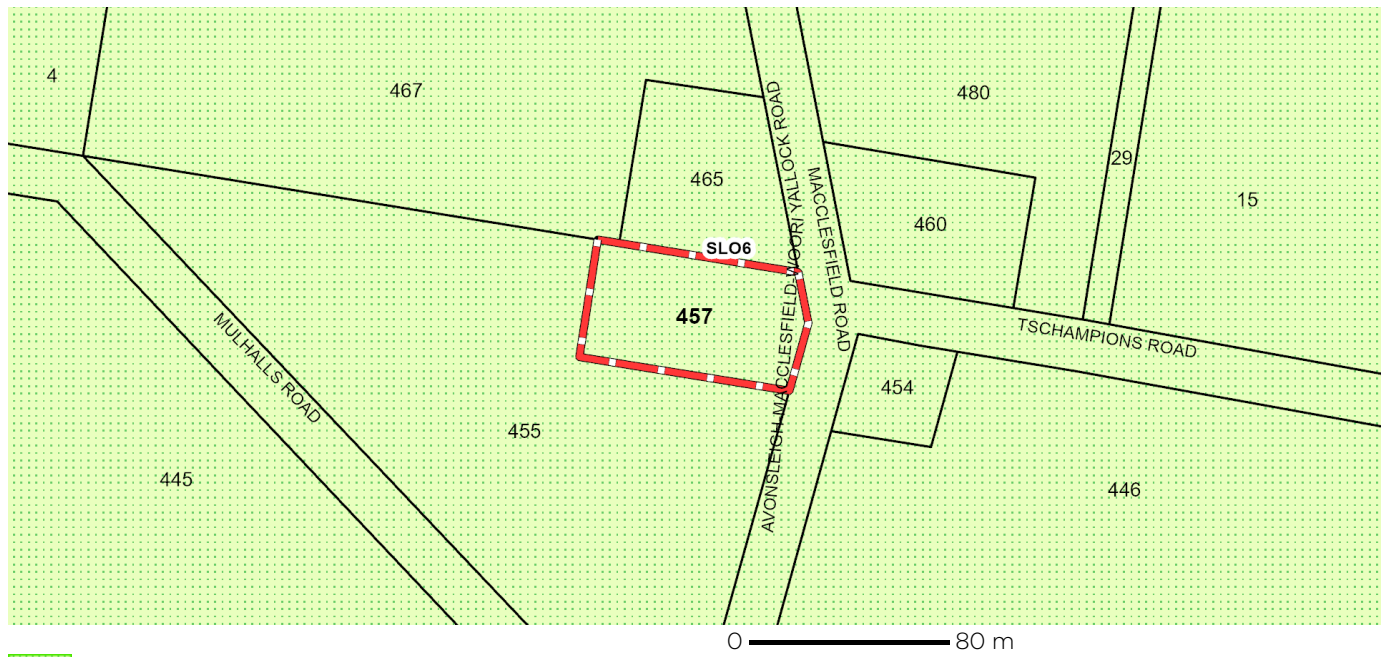


# PLANNING PROPERTY REPORT

## Planning Overlays

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 6 \(SLO6\)](#)



 **SLO - Significant Landscape Overlay**

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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



 **ESO - Environmental Significance Overlay**

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

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# PLANNING PROPERTY REPORT

## Further Planning Information

Planning scheme data last updated on 28 June 2023.

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

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

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

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

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

# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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 Bushfire Prone Areas

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

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

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

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

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

## Native Vegetation

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

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

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# LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

PO Box 105  
Lilydale Vic 3140  
Call 1300 368 333  
Fax (03) 9735 4249  
ABN 21 973 226 012  
[www.yarraranges.vic.gov.au](http://www.yarraranges.vic.gov.au)  
[mail@yarraranges.vic.gov.au](mailto:mail@yarraranges.vic.gov.au)



Certificate Number: 110380  
Issue Date: 06-Jul-2023  
Applicant Reference: 69475281-010-1:145390

Landata  
DX 250639  
MELBOURNE VIC

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by law of the council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, 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.

## PROPERTY INFORMATION

**Assessment Number:** 63089/4  
**Property Address:** 457 Macclesfield Road, Macclesfield VIC 3782  
**Property Description:** Ca 43G PNangana

## VALUATION INFORMATION

**Current Level of Value Date:** 1 January 2023  
**Operative Date of Value:** 01-Jul-2023  
**Site Value:** 500,000  
**Capital Improved Value:** 650,000  
**Net Annual Value:** 32,500

## FINANCIAL INFORMATION

Rates and Charges Levied Year Ending 30 June 2024		Rates and Charges Summary	
Rate or Charge Type	Annual Charge	Description	Balance Outstanding
Fire Services Property Levy	291.05	Legal Charges Arrears	0.00
		Arrears & Previous Year Interest	0.00
		Current Interest on Arrears	0.00
		Interest on Current Rates	0.00
		Current Year Rates	291.05
		Rebates	0.00
		Payments since 1 July 2023	0.00
		Overpayment	0.00
		Other	0.00
		Total Rates Outstanding	291.05
		Chargeable Works &/or EUA	0.00
		Local Govt Act 1989–Sec. 227	0.00
<b>Total Annual Charge</b>	<b>291.05</b>	<b>Balance Outstanding</b>	<b>\$291.05</b>

**Rates are due to be paid in full by 15 Feb 2024, if payment is not being made by instalments.**

## Payment can be made by:

- BPAY – Biller Code 8979 Reference 630894
- On Council's website at [yarraranges.vic.gov.au/payments](http://yarraranges.vic.gov.au/payments) by Visa or Mastercard using Reference 630894

Certificate Number: 110380  
Issue Date: 06-Jul-2023  
Applicant Reference: 69475281-010-1:145390

Page 2 of 2

NOTICES AND ORDERS: There ~~are~~are no outstanding notices or orders on the land served by Council under the Local Government (Miscellaneous) Act 1958, Local Government Act 1989 or a local law or by-law of Council which still apply as at the date of this Certificate.  
Details of any Notice or Order Served.

FLOOD LEVEL: Council has not specified a flood level for this property. However, Council cannot warrant that this property may be/ is not subject to flooding. Melbourne Water may have additional information which is not held by Council, which may reveal this property is subject to flooding. Melbourne Water's flood information can be obtained from metropolitan water authorities. It is therefore recommended that you contact Yarra Valley Water/South East Water for more accurate and detailed information.

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

There ~~is~~is no potential liability for land to become rateable under Section 173 of the Local Government Act 1989.

There ~~is~~is no potential liability for land to become rateable under Section 174A of the Local Government Act 1989.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision Act 1988 or the Local Government Act (Miscellaneous) Act 1958

**OTHER INFORMATION**

While Council does not impose a time limit as to when a certificate may be updated verbally, it should be noted that Council will not be held responsible for any information provided or confirmed verbally. A new certificate could be applied for if this is not satisfactory.

I hereby certify that as at the date of this certificate, the information given is true and correct for the property described.



**Jim Stewart**

Executive Officer, Property Rating Services                      Date: 06-Jul-2023  
(Contact Property Rating Services on 1300 368 333 for any enquiries)  
Received the sum of \$27.80 being the fee for this Certificate.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

12th July 2023

Bedelis Lawyers Pty Ltd C/- InfoTrack (LEAP) C/- L  
LANDATA

Dear Bedelis Lawyers Pty Ltd C/- InfoTrack (LEAP) C/- L,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	457 MACCLESFIELD ROAD MACCLESFIELD 3782
<b>Applicant</b>	Bedelis Lawyers Pty Ltd C/- InfoTrack (LEAP) C/- L LANDATA
<b>Information Statement</b>	30778783
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	356227

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

A handwritten signature in black ink, appearing to read "Steve Lennox".

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
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[yvw.com.au](http://yvw.com.au)

**Yarra Valley Water Property Information Statement**

Property Address	457 MACCLESFIELD ROAD MACCLESFIELD 3782
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Melbourne Water Encumbrance**

Property Address	457 MACCLESFIELD ROAD MACCLESFIELD 3782
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

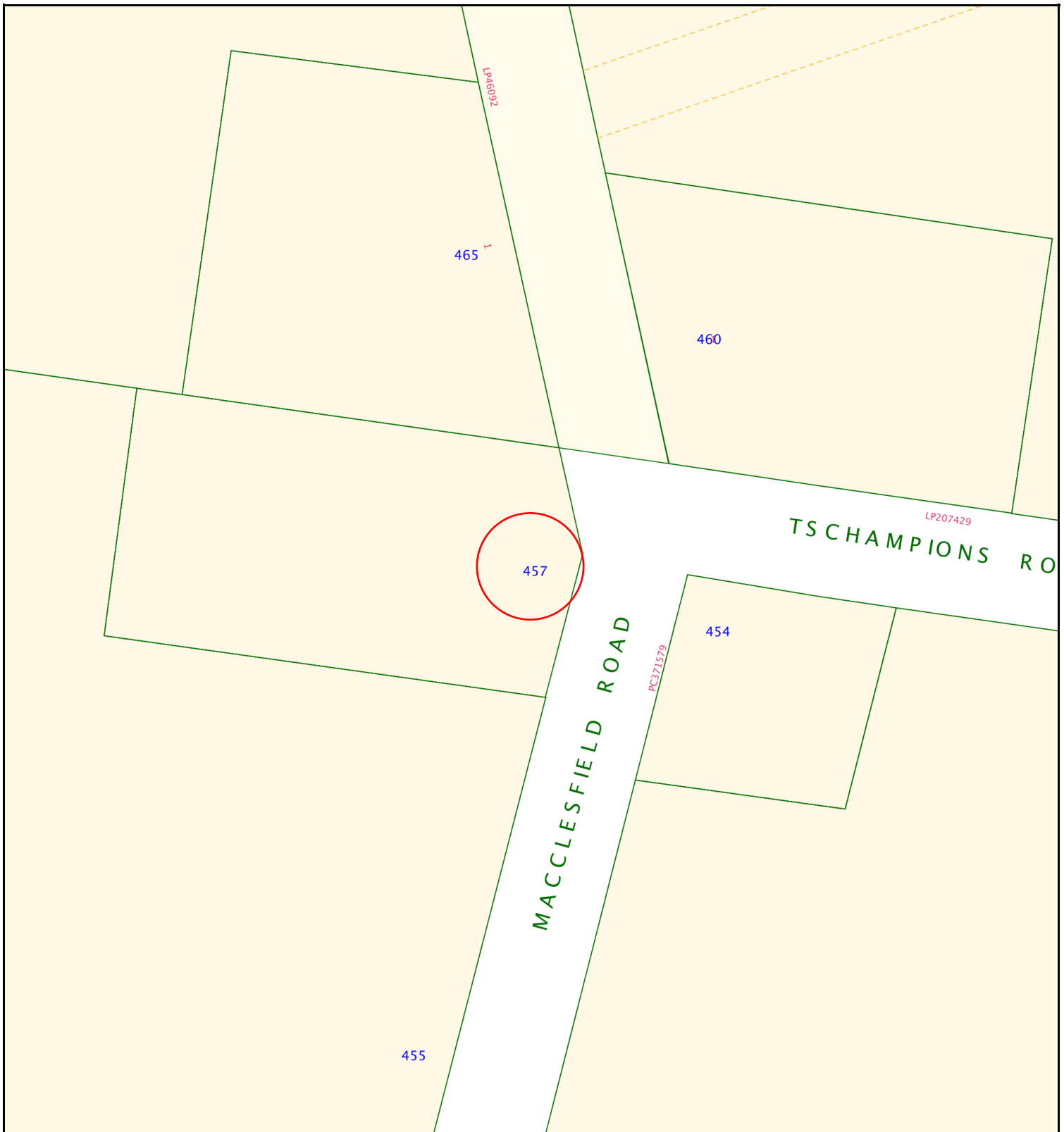
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.

















**Yarra Valley Water  
Information Statement  
Number: 30778783**

<b>Address</b>	457 MACCLESFIELD ROAD MACCLESFIELD 3782
<b>Date</b>	12/07/2023
<b>Scale</b>	1:1000



Yarra Valley Water  
ABN 93 066 902 501



Existing Title	 Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	 Sewer Manhole		MW Drainage Underground Centreline	
Easement	 Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	 Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	 Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;



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Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

Bedelis Lawyers Pty Ltd C/- InfoTrack (LEAP) C/- L  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 8573344795  
**Rate Certificate No:** 30778783

**Date of Issue:** 12/07/2023  
**Your Ref:** 356227

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
457 MACCLESFIELD RD, MACCLESFIELD VIC 3782	43GPP3255	1383540	Residential

Agreement Type	Period	Charges	Outstanding
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$0.00

GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
- If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
- Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:**

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.



YARRA VALLEY WATER  
ABN 93 066 902 501

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E [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Property No:** 1383540

**Address:** 457 MACCLESFIELD RD, MACCLESFIELD VIC 3782

**Water Information Statement Number:** 30778783

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 85733447956

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

**BUILDING APPROVAL PARTICULARS***Building Act 1993 BUILDING REGULATIONS 2018 Regulation 51(1)*

Certificate Number 118051  
 Your Reference 69475281-011-8:145391  
 Date Issued 14 July 2023

Landata  
 DX 250639  
 MELBOURNE VIC

**Yarra Ranges Council**  
 PO Box 105  
 Lilydale Vic 3140  
 DX 34051  
**Call** 1300 368 333  
**Fax** 03 9735 4249  
 mail@yarraranges.vic.gov.au  
 www.yarraranges.vic.gov.au



**Property Address** 457 Macclesfield Road, Macclesfield VIC 3782  
**Property Description** Ca 43G PNangana  
**Assessment Number** 63089

An examination of Council's records reveals the following building approvals have been issued for the above property in the preceding 10 years and any current notices.

Please direct all enquiries to Building Services on 1300 368 333

Permit Number	Date issued	Brief Description of Works	Final Inspection	Reg 502(1) Statement, Notices, Order or Certificate
		No record of building approvals granted in preceding 10 years		None

Additional information under Regulation 51(2) can be obtained for an additional fee of \$50.70. This information will include details on whether a property is liable to flooding/designated land or works (uncontrolled overland drainage), subject to significant snowfalls or in a designated termite area.

Received the sum of \$50.70 for this certificate.

**George Avramopoulos**  
 Municipal Building Surveyor

## **NOTES**

### **Smoke Alarms/Sprinkler Systems**

The Building Regulations Part 7 Division 2 – Fire Safety in Certain Existing Residential Buildings states that you may be required to provide hard wired smoke alarms and/or automatic fire sprinkler systems in residential buildings.

Note: Smoke Alarms were required to be installed by 1.2.99 or within 30 days of settlement, whichever was the earlier.

### **Swimming Pools**

The Building Regulations requires all swimming pools and spas capable of holding a depth of water exceeding 300mm to be provided with pool fencing/barriers. A building permit is required for any new fencing/barrier or alteration to existing fencing/barrier.



## **CERTIFICATE**

**Pursuant to Section 58 of the *Heritage Act 2017***

**Bedelis Lawyers Pty Ltd C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000**

**CERTIFICATE NO:  
69485346**

**PROPERTY ADDRESS:  
457 MACCLESFIELD ROAD  
MACCLESFIELD**

**PARCEL DESCRIPTION:  
Allotment 43G Parish of Nangana**

1. The place or object is not included in the Heritage Register.
2. The place is not in a World Heritage Environs Area.
3. The place or object is not subject to an interim protection order.
4. A nomination has not been made for inclusion of the place or object in the Heritage Register.
5. The place or object is not being considered for inclusion in the Heritage Register.
6. The site is not included in the Heritage Inventory.
7. A repair order is not in force in respect of the place or object.
8. There is not an order of the Supreme Court under Division 3 of Part 10 in force in respect of the place or object.
9. There is not a Governor in Council declaration made under section 227 in force against the owner of the place or object.
10. There is not a court order made under section 229 in force against a person in respect of the place or object.
11. There are no current proceedings for a contravention of this Act in respect of the place or object.
12. There has not been a rectification order issued in respect of the place or object.



Environment,  
Land, Water  
and Planning



**CERTIFICATE**

Pursuant to Section 58 of the *Heritage Act 2017*

A handwritten signature in black ink, appearing to read "Adam King".

**Executive Director**

**DATED: 07/07/2023**

*Note: This Certificate is valid at the date of issue.*





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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Bedelis Lawyers Pty Ltd C/- InfoTrack (LEAP)  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 356227

NO PROPOSALS. As at the 6th July 2023, 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®.

457 MACCLESFIELD ROAD, MACCLESFIELD 3782  
SHIRE OF YARRA RANGES

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: 6th July 2023

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 69475281 - 69475281162003 '356227'**

## TRANSFER OF LEASE

### LEASE

Dated: Undated but commencing on 25 January 2008.  
Deed of Extension and Variation of Lease dated 13 February 2017

Premises: Church, hall, kitchen, toilet facility, car park and outdoor play area known as 457 Macclesfield Road, Macclesfield, Victoria, 3782.

Term: Three (3) years.

Option(s): 1 further term of three (3) years.

**LANDLORD:** **MELBOURNE ANGLICAN TRUST CORPORATION**  
ABN 82 862 724 352 of 209 Flinders Lane, Melbourne, Victoria 3000

**OLD TENANT:** **MACCLESFIELD COMMUNITY CHURCH INC.**  
ABN 46 559 813 037 of 457 Macclesfield Road, Macclesfield, Victoria, 3782

**NEW TENANT:** **CHURCH FOR LIFE INC.** ABN 69 799 664 195 (A0100017M) of 457 Macclesfield Road, Macclesfield, Victoria 3782.

**OLD TENANT'S GUARANTOR:** Not applicable

**NEW TENANT'S GUARANTOR:** Not applicable

**TRANSFER DATE:** 7 July 2017

### BACKGROUND:

- A. The Landlord is the owner of the Premises.
- B. The Old Tenant currently occupies the Premises as Tenant on the terms of the Lease. A copy of which is annexed to this transfer of lease at Annexure A.
- C. By Deed of Extension and Variation of Lease dated 13 February 2017 the Lease was extended for a period of three (3) years commencing on 25 January 2017 and ending on 24 January 2020, with an option for a further term of 3 years commencing on 25 January 2020. A copy of which is annexed to this transfer of lease at Annexure B.
- D. The Old Tenant wishes to transfer the Lease to the New Tenant on and from the Transfer Date and has requested the Landlord's consent to the transfer.
- E. The Landlord has agreed to the transfer of the Lease by the Old Tenant to the New Tenant on the terms set out in this deed.
- F. The New Tenant's Guarantor has agreed to guarantee the performance of the New Tenant's obligations under the Lease.

## **OPERATIVE PART**

### **THIS DEED WITNESSES AS FOLLOWS:**

#### **1. TRANSFER**

1.1. The Old Tenant transfers the lease to the New Tenant with all options. The New Tenant will hold the lease from the transfer date.

1.2. If the Old Tenant is not the tenant named in the Lease, the Old Tenant promises that it has become the tenant by previous valid transfers of the Lease.

#### **2. VALIDITY OF LEASE**

The Old Tenant promises that, as of the transfer date, the Lease and the 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 term of the Lease and during any period it stays in possession after it ends.

#### **4. INDEMNITY BY NEW TENANT**

The New Tenant indemnifies the Old Tenant against liability for breaches of the Lease by the New Tenant.

#### **5. OLD TENANT STILL LIABLE**

Unless section 62 of the *Retail Leases Act 2003* (the Act) or the Lease requires otherwise, this transfer does not end the obligations of the Old Tenant under the Lease; those obligations continue until the end of the Lease, but do not continue into any period of overholding after this Lease ends, nor into any renewed term.

#### **6. LANDLORD'S PROMISES**

The Landlord:

- 6.1. promises that, if it is not the Landlord named in the Lease, it is now the person entitled to take possession of the Premises if the Lease ends,
- 6.2. promises that the Lease and options are valid and that no changes have been made to them,
- 6.3. consents to this transfer, and
- 6.4. agrees not to take any action against the Old Tenant before the transfer date which would harm the New Tenant's rights.

#### **7. SIGNED COUNTERPARTS**

The New Tenant must provide one signed copy of this transfer for each person named on page one.

#### **8. CONSENTS**

The Old Tenant must obtain any necessary consent to the transfer at its own expense and must get the Landlord to sign it.

#### **9. INTERPRETATION**

This transfer is binding on:

- 9.1. individuals, executors and administrators;
- 9.2. corporations, liquidators and administrators;
- 9.3. anyone to whom the persons affected by this transfer of lease transfer their rights under it.

In interpreting this transfer:

- 9.4. singular words include plural and vice versa;
- 9.5. words expressed in one gender include all genders;
- 9.6. GST has the same meaning as and when used in the GST Act and GST Act means A New Tax System (Goods and Services Tax) Act 1999; and
- 9.7. tenant means the person from time to time holding the premises as tenant under the Lease and includes without limitation the New Tenant.
- 9.8. Lease means the lease undated but commencing on 25 January 2008 and the Deed of Extension and Variation dated 13 February 2017.

#### **10. OBLIGATIONS JOINT AND INDIVIDUAL**

If any person named on page one is made up of more than one individual or corporation, they must all perform their obligations under this transfer of lease jointly and each individual must also perform them.

#### **11. COSTS AND STAMP DUTY**

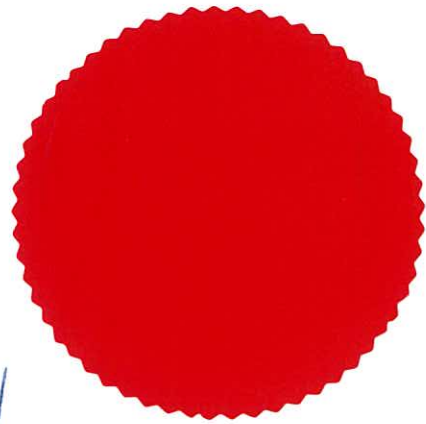
- 11.1. The New Tenant must pay:
  - (a) the legal costs for preparing this deed; and
  - (b) the stamp duty payable on this deed.
- 11.2. The Old Tenant must pay all other expenses related to obtaining the consent of the Landlord to this deed and the consent of any mortgagee or chargee to this deed, which includes the Landlord's costs and disbursements (including legal costs on a solicitor and own client basis) of and incidental to the negotiation and execution of this deed.

#### **12. GST**

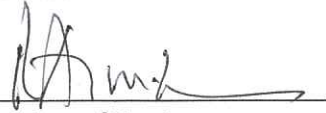
- 12.1. Expressions used in this clause and in the GST Act have the same meaning as and when used in the GST Act.
- 12.2. Amounts payable and consideration provided under or in respect of this transfer of lease are GST exclusive.
- 12.3. The recipient of a taxable supply made under or in respect of this transfer of lease must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this deed.
- 12.4. An amount payable by a party in respect of a creditable acquisition by the Landlord from a third party must not exceed the sum of the value of the Landlord's acquisition and the additional amount payable by the first party under clause 15.3 on account of the Landlord's GST liability.
- 12.5. A party is not obliged under clause 15.3 to pay the GST on a taxable supply to it, until given a valid tax invoice for the supply.

**EXECUTED AS A DEED**

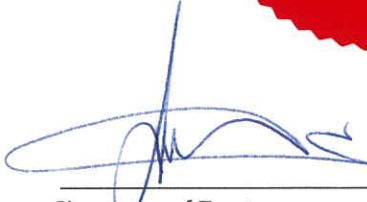
**DATED:** 25 September 2017



The **COMMON SEAL** of the  
**MELBOURNE ANGLICAN TRUST CORPORATION**  
ABN 82 862 724 352 was affixed by authority of its  
Trustees:

  
\_\_\_\_\_  
Signature of Trustee

Lawena Armstrong  
\_\_\_\_\_  
Name (please print)

  
\_\_\_\_\_  
Signature of Trustee

Kenneth Speckman  
\_\_\_\_\_  
Name (please print)

**SIGNED SEALED AND DELIVERED** by  
**MACCLESFIELD COMMUNITY CHURCH INC**  
ABN 46 559 813 037 by authority of its Public Officer

  
\_\_\_\_\_  
Public Officer

SUSAN MERILYN McLAUGHLIN  
\_\_\_\_\_  
Name (please print)

**SIGNED SEALED AND DELIVERED** by  
**CHURCH FOR LIFE INC** ABN 69 799 664 195  
by authority of its Public Officer

  
\_\_\_\_\_  
Public Officer

SUSAN MERILYN McLAUGHLIN  
\_\_\_\_\_  
Name (please print)

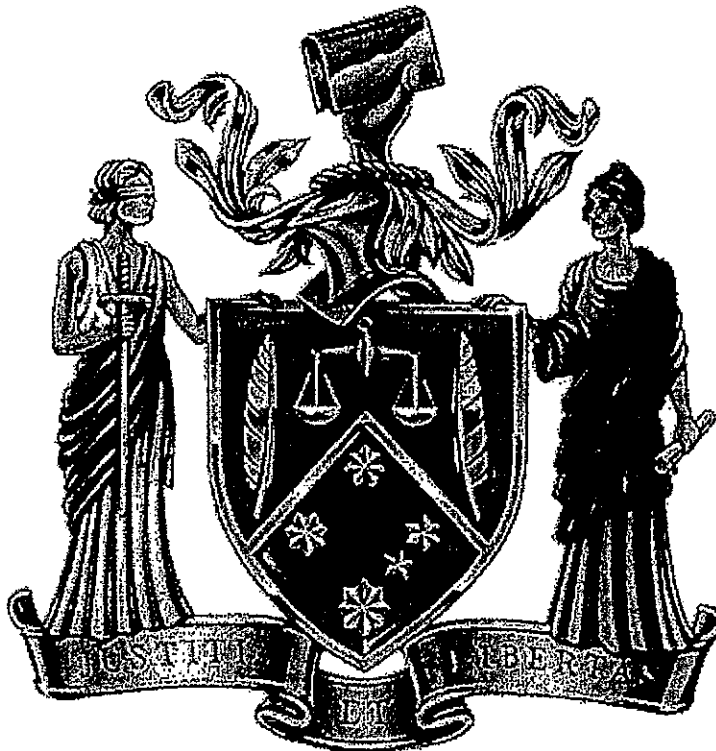
**ANNEXURE A**

**LEASE**

*This document has been prepared by the Law Institute of Victoria for use by solicitors only and is not designed for sale to the public. It may require to be added to or amended to ensure its suitability for a particular transaction. For that reason this document should only be used by a solicitor.*

# LEASE OF REAL ESTATE

**COPYRIGHT  
Law Institute of Victoria  
October 2007 Revision**



## **- Important Notice To The Person Preparing This Lease -**

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

## SCHEDULE

### Important Notice to the Person Completing This Schedule

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

**Item 1**  
[1.1]

**Landlord:**

**MELBOURNE ANGLICAN TRUST CORPORATION**  
209 Flinders Lane, Melbourne, Victoria, 3000

**Item 2**  
[1.1]

**Tenant:**

**Macclesfield Community Church Inc.**  
457 Macclesfield Rd, Macclesfield, Victoria, 3782

**Item 3**  
[1.1]

**Guarantor:**

Not applicable

**Item 4**  
[1.1]

**(a) Premises:**

Church, hall, kitchen, toilet facility, car park and outdoor play area known as 457 Macclesfield Road, Macclesfield, Victoria as shown on the attached plan

**(b) Land:**

457 Macclesfield Road, Macclesfield, Certificate of Title Volume 2990 Folio 995

**Item 5**  
[1.1]

**Landlord's installations:**

n/a



**Item 6**  
**[1.1]**

**Rent:**

\$479.13 per calendar month (plus GST)

**Item 7**  
**[1.1]**

**Tenant's installations:**

Church: 1x Fujitsu 2.5 HP reverse cycle air conditioner  
4x Nilsen 50 watt Qi external floods  
Hall: 1x Fujitsu 2.5 HP reverse cycle air conditioner  
4x Nilsen 50 watt Qi external floods

**Item 8**  
**[1.1]**

**Term of the lease:**

3 years starting on 25 January 2008

**Item 9**  
**[2.1.1]**

**How rent is to be paid:**

payable on the 1st day of each month to the Church Warden, St. George's Anglican Church, c/- Mr Garry Gannon, 16 Georges Road, The Patch - or as directed by the Church Wardens in writing

**Item 10**  
**[1.1, 2.1.2,**  
**2.1.5 & 5.4]**

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

*Premises consist of the entire lettable area of the building \**

100% of all building outgoings

*The Tenant is not required to reimburse the Landlord for premiums and charges for insurance policies taken out by the Landlord.*

**Item 11**  
**[1.1 & 6.2]**

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

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

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

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

Item 12  
[1.1 & 2.3.1]

Amount of public risk insurance cover:

~~\$20,000,000.00~~ or other amount reasonably specified from time to time by the landlord  
\$10,000,000.00



Item 13  
[1.1]

Period of loss of rent and outgoings insurance:

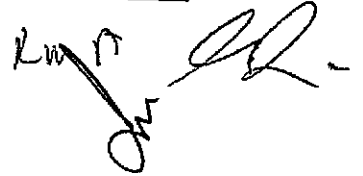
Not Applicable

Item 14  
[2.1.7]

Interest rate on overdue money:

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

NOT APPLICABLE



Item 15  
[2.2.1]

Permitted use:

Religious Worship and Community Activities

[1.13]

Application of Act:

The Act does not apply

Reason why Act does not apply: The Premises are not a retail premises for the purposes of the Act.

Item 16  
[2.1.1, 11, 18]

Review date(s):

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

(b) CPI review date(s): 25 January 2009 and 25 January 2010

(c) Fixed review date(s) and percentage or fixed amount increases: Not applicable

Item 17  
[2.1.1, 11, 18]

Who may initiate reviews:

Market review: Not applicable  
CPI review: Review is automatic  
Fixed review: Not applicable

Item 18  
[12]

Further term(s):

Two further terms of three years each

Item 19  
[12]

**Latest date for exercising option for renewal:**

Three months before end of term

Item 20  
[13]

**Security deposit:**

~~\$1,437.30 (plus GST)~~  
*NOT APPLICABLE*



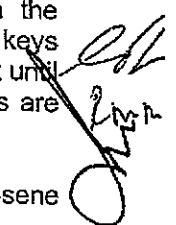
Item 21  
[16.1]

The mediation procedure applies to this lease

Item 22  
[20]

**Additional provisions:**

- 22.1 The Tenant shall pay all charges in respect of the connection and consumption of water, electricity, gas, oil and telephone in the Premises.
- 22.2 The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the Premises by the Tenant or anyone on the Premises with the consent of the Tenant. Without limiting the generality of the foregoing, the Tenant shall indemnify the Landlord for the cost of repairs to plumbing blockages caused by the negligence or misuse of the Tenant.
- 22.3 The Tenant shall indemnify the Landlord against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the Tenant, or the Tenant's invitees.
- 22.4 The Tenant shall not paint or affix any sign or any antenna onto the Premises or affix any nail, screw, fastening or adhesive to the interior of the Premises without the prior written consent of Landlord.
- 22.5 The Tenant acknowledges that it is the Tenant's responsibility upon the termination of the ~~Lease~~ <sup>Lease</sup> to remove all of its possessions and deliver the keys to the Premises to the Landlord or its Manager and to continue paying rent until such time as the Tenant has removed all of its possession and the keys are delivered.
- 22.6 The Tenant shall not keep or use in the Premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.
- 22.7 The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
- 22.8 The Tenant shall at the Tenant's expense replace all lighting tubes and globes to the Premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
- 22.9 The Tenant must:
  - 22.9.1 check each smoke detector in the Premises monthly to confirm that it kept fully operational. These checks are to ensure the safety of the Tenant and the security of the Premises.
  - 22.9.2 replace the battery in each smoke detector on or about 1<sup>st</sup> April of



- 22.9.3 each year (or earlier if this becomes necessary), immediately notify the Landlord of any faulty smoke detector (and confirm this advice to the Landlord in writing the same day).
- 22.10 The Tenant accepts that the Lease is offered on Christian principles and the Tenant will not engage in any action or activity contrary to such principles.
- 22.11 The Tenant must maintain any garden or lawns located at the Premises during the period of the Lease.

EXECUTED AS A DEED ON

DATE: / / 2009



EXECUTION & ATTESTATION:

THE COMMON SEAL of the MELBOURNE ANGLICAN TRUST CORPORATION was affixed by authority of its Trustees:

*[Handwritten signature]*

)  
)  
)  
)  
)  
Corporation Trustee

.....  
.....

Print name

.....  
.....

Print usual address

*[Handwritten signature]*

.....  
.....

Corporation Trustee

.....  
.....

Print name

.....  
.....

Print usual address

EXECUTED by MACCLESFIELD COMMUNITY CHURCH INC by authority of its Public Officer

*[Handwritten signature: Graeme Rogers]*

)  
)  
)  
)  
)  
Public Officer

.....  
.....

Print name

.....  
.....

Print usual address

.....  
.....

GRAEME ROGERS  
12 MACCLESFIELD ROAD  
AVONSLEIGH VIC. 3782

**LEASE OF REAL ESTATE**  
(WITH GUARANTEE & INDEMNITY)  
(Commercial Property)

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

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

**LEASE CONDITIONS**

**1. DEFINITIONS AND INTERPRETATION**

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

<b>EXPRESSION</b>	<b>MEANING</b>
<b>accounting period</b>	the period of 12 months ending 30 June or other period of 12 months adopted by the landlord in respect of this lease for recovery of <b>building outgoings</b> and includes any broken periods at the start and end of the term
<b>Act</b>	the <i>Retail Leases Act 2003</i> (Vic)
<b>building</b>	any building in which the <b>premises</b> are located, including the <b>landlord's installations</b>
<b>building outgoings</b>	any of the following expenses incurred in respect of the <b>land</b> , the <b>building</b> , the <b>premises</b> or any premises in the <b>building</b> which include the <b>premises</b> - <ul style="list-style-type: none"> <li>• rates, levies and assessments imposed by any relevant authorities;</li> <li>• taxes including land tax (unless the <b>Act</b> applies), calculated on the basis that the <b>land</b> is the only land of the <b>landlord</b> liable to tax and is not subject to a trust but excluding income tax and capital gains tax;</li> <li>• the costs of maintaining and repairing the <b>building</b> and the <b>landlord's installations</b> (but excluding any amount recovered in respect of that maintenance or repair by the <b>landlord</b> from its insurer);</li> <li>• premiums and charges for the following insurance policies taken out by the <b>landlord</b> -               <ul style="list-style-type: none"> <li>- damage to and destruction of the <b>premises</b> for their replacement value for the risks listed in <b>item 11</b>,</li> <li>- removal of debris,</li> <li>- breakdown of <b>landlord's installations</b>,</li> <li>- breakage of glass,</li> <li>- public risk for any single event for the amount stated in <b>item 12</b> (if none is stated, \$10 million) or other amount reasonably specified from time to time by the <b>landlord</b>, and</li> <li>- loss of rent and outgoings for the period stated in <b>item 13</b> or, if none is stated, 12 months,</li> </ul> </li> </ul> <p style="margin-left: 40px;">and excesses paid or payable on claims,</p> <p>and, if the <b>premises</b> occupy only a part of the lettable area of the <b>building</b>, the following further items -</p> <ul style="list-style-type: none"> <li>• costs incurred in providing services to the <b>building</b> and the <b>land</b></li> </ul>

including -

- heating
- cooling
- airconditioning
- cleaning
- pest control
- waste collection
- lighting
- landscaping and garden maintenance
- security, and
- fire prevention, detection and control;
- accountancy and audit fees; and
- costs of whatever description, reasonably incurred by the **landlord** in the administration, management or operation of the **building** and the **land**,

whether incurred by the **landlord** directly or as body corporate levies, at cost to the **landlord** on the basis that an expense is deemed to have been paid at the time it fell due for payment but, if the **Act** applies, only to the extent permitted by the **Act** and, in any event, excluding capital expenditure

<b>building rules</b>	any rules adopted from time to time for the <b>building</b> , including the rules of any body corporate affecting the <b>premises</b>
<b>common areas</b>	<p>areas in the <b>building</b> or on the <b>land</b> that are under the control of the <b>landlord</b> and are used or intended for use -</p> <ul style="list-style-type: none"> <li>• by the public; or</li> <li>• in common by tenants of premises in the <b>building</b> in relation to the carrying on of businesses on those premises,</li> </ul> <p>other than areas which are let or licensed, or intended to be let or licensed, other than on a casual basis</p>
<b>Consumer Price Index</b>	the consumer price index published by the Australian Government Statistician under the heading All Groups, Melbourne
<b>CPI review date</b>	a date specified in <b>item 16(b)</b>
<b>fixed review date</b>	a date specified in <b>item 16(c)</b>
<b>GST</b>	GST within the meaning of the <b>GST Act</b>
<b>GST Act</b>	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>
<b>guarantor</b>	the person named in <b>item 3</b>
<b>item</b>	an item in the schedule to this lease
<b>land</b>	the parcel of land on which the <b>building</b> is erected and which is described in <b>item 4(b)</b>
<b>landlord</b>	the person named in <b>item 1</b> , or any other person who will be entitled to possession of the <b>premises</b> when this lease ends
<b>landlord's installations</b>	the installations of the <b>landlord</b> in the <b>premises</b> or the <b>building</b> or on the <b>land</b> and those installed by the <b>landlord</b> after the lease starts and including the installations listed in <b>item 5</b>
<b>lettable area</b>	<p>unless the <b>Act</b> applies and requires otherwise -</p> <ul style="list-style-type: none"> <li>• in relation to the <b>premises</b>, the area let; and</li> <li>• in relation to the <b>building</b>, the total area of the <b>building</b> that is let or licensed or intended to be let or licensed, other than on a casual basis.</li> </ul>

When it is necessary to measure the **lettable area** of the **building** or

any part of the **building**, the measurement is to be carried out using the most recent revision of the relevant Property Council of Australia method of measurement

<b>market review date</b>	a date specified in item 16(a)
<b>premises</b>	the premises described in item 4(a) and fixed improvements and the landlord's installations within the premises
<b>rent</b>	the amount in item 6, as varied in accordance with this lease
<b>review date</b>	a date specified in item 16
<b>start of the lease</b>	the first day of the term but, if this lease is a renewal under an option in an earlier lease (whether or not this lease is on terms that are materially different to those contemplated by the earlier lease), the starting date of the first lease to contain an option for renewal.
<b>tenant</b>	the person named in item 2, or any person to whom the lease has been transferred
<b>tenant's agents</b>	the tenant's employees, agents, contractors, customers and visitors to the premises
<b>tenant's installations</b>	the installations listed in item 7 and those installed by the tenant after the lease starts
<b>term</b>	the period stated in item 8
<b>valuer</b>	a person holding the qualifications or experience specified under section 13DA(1A) of the <i>Valuation of Land Act 1960 (Vic)</i> and, if the Act applies, a specialist retail valuer.

- 1.2 References to laws include statutes, regulations, instruments and by-laws and all other subordinate legislation or orders made by any authority with jurisdiction over the premises. Illegal means contrary to a law as defined in this sub-clause.
- 1.3 This lease must be interpreted so that it complies with all laws applicable in Victoria. If any provision of this lease does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the lease.
- 1.4 The law of Victoria applies to this lease.
- 1.5 Any change to this lease must be in writing and signed by the parties.
- 1.6 An obligation imposed by this lease on or in favour of more than one person binds or benefits them separately, together and in any combination.
- 1.7 The use of one gender includes the others and the singular includes the plural and vice versa.
- 1.8 If the landlord, tenant or guarantor is an individual, this lease binds that person's legal personal representative. If any of them is a corporation, this lease binds its transferees.
- 1.9 This lease, including all guarantees and indemnities, is delivered and operates as a deed.
- 1.10 The tenant is bound by and answerable for the acts and omissions of the tenant's agents.
- 1.11 If there is a conflict between a provision in the schedule and one of these lease conditions then the provision in the schedule is to prevail.
- 1.12 This lease includes the schedule.
- 1.13 The parties consider that the application of the Act to this lease is as specified in item 15 and, if item 15 states that the Act does not apply, that the reason is as specified in item 15.

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

### 2.1 The tenant must -

- 2.1.1 pay the rent without any deductions to the landlord on the days and in the way stated in item 9 without the need for a formal demand. The landlord may direct in writing that the rent be paid to another person. The rent is reviewed on each review date specified in item 16 -
- on a market review date, the rent is reviewed in accordance with clause 11,
  - on a CPI review date, the rent is reviewed in accordance with clause 18, and
  - on a fixed review date, the rent is either increased by the fixed percentage or changed by or to the fixed amount, in either case as specified in item 16 in respect of that fixed review date.

- 2.1.2 produce receipts for paid **building outgoings** within 7 days of a request.
- 2.1.3 pay when due all charges for the provision of services to the **premises** including gas, electricity, water and telephone.
- 2.1.4 remove regularly from the **premises** all rubbish and waste generated by the **tenant's** operations.
- 2.1.5 pay the appropriate proportion of the **building outgoings** in accordance with Item 10 and clause 5.4.
- 2.1.6 pay or reimburse within 7 days of a request all increases in insurance premiums paid by the **landlord** as the result of the **tenant's** use of the **premises**.
- 2.1.7 pay within 7 days of a request interest at the rate stated in item 14 on any **rent** or other money which the **tenant** has not paid within 7 days of the due date. Interest is to be calculated daily from the due date, continues until the overdue money is paid and is capitalised monthly.
- 2.1.8 pay within 7 days of a request the **landlord's** reasonable expenses and legal costs in respect of -
  - (a) the negotiation, preparation, settling, execution and stamping (if applicable) of this lease,
  - (b) change to this lease requested by the **tenant** whether or not the change occurs,
  - (c) the surrender or ending of this lease (other than by expiration of the **term**) requested by the **tenant**, whether or not the lease is surrendered or ended,
  - (d) the transfer of this lease or subletting of the **premises** or proposed transfer or sub-letting whether or not the transfer or subletting occurs,
  - (e) a request by the **tenant** for consent or approval, whether or not consent or approval is given,
  - (f) any breach of this lease by the **tenant**, or
  - (g) the exercise or attempted exercise by the **landlord** of any right or remedy against the **tenant**,
 but, if the **Act** applies, only to the extent to which the **Act** permits recovery.
- 2.1.9 pay any stamp duty on this lease, on any renewal, and any additional stamp duty after a review of **rent**.
- 2.1.10 subject to clause 3.3.2, comply with all laws relating to the use or occupation of the **premises**.
- 2.1.11 carry on the business of the **permitted use** efficiently and, subject to all applicable laws, keep the **premises** open during the business hours which are normal for the **permitted use** and not suspend or discontinue the operation of the business.
- 2.1.12 comply with the **landlord's** reasonable requirements in relation to the use of the **landlord's installations** and any services provided by the **landlord**.
- 2.1.13 subject to clause 3.3.2, comply with the laws and requirements of relevant authorities relating to essential safety measures, occupational health and safety and disability discrimination relevant to the **premises** or the **building**.
- 2.2 The **tenant** must not, and must not let anyone else -
  - 2.2.1 use the **premises** except for the **permitted use**, but the **tenant** agrees that the **landlord** has not represented that the **premises** may be used for that use according to law or that the **premises** are suitable for that use.
  - 2.2.2 use the **premises** for any illegal purpose.
  - 2.2.3 carry on any noxious or offensive activity on the **premises**.
  - 2.2.4 do anything which might cause nuisance, damage or disturbance to a tenant, occupier or owner of any adjacent property.
  - 2.2.5 conduct an auction or public meeting on the **premises**.
  - 2.2.6 use radio, television or other sound-producing equipment at a volume that can be heard outside the **premises**.
  - 2.2.7 do anything which might affect any insurance policy relating to the **premises** by causing -
    - (a) it to become void or voidable,
    - (b) any claim on it being rejected, or
    - (c) a premium to be increased.
  - 2.2.8 keep or use chemicals, inflammable fluids, acids, or other hazardous things on the **premises** except to the extent necessary for the **permitted use**, or create fire hazards.



- 2.2.9 do anything which might prejudicially affect the essential safety measures or the occupational health and safety or disability discrimination status of the **premises** or the **building**.
- 2.2.10 place any sign on the exterior of the **premises** without the **landlord's** written consent.
- 2.2.11 make any alteration or addition to the **premises** without the **landlord's** written consent. Consent is entirely at the **landlord's** discretion.
- 2.2.12 install any fixtures or fittings, except those necessary for the **permitted use**, without the **landlord's** written consent.
- 2.2.13 bring onto the **premises** any object which by its nature or weight might cause damage to the **premises**, without the **landlord's** written consent.
- 2.2.14 except in an emergency, interfere with any of the services or equipment in the **premises** or in any property of which the **premises** form part.

2.3 The **tenant** must -

- 2.3.1 take out and keep current an insurance cover in the name of the **tenant** and noting the interest of the **landlord**, for public risk for any single event for the amount stated in **item 12** or, if none is stated, for \$10 million, with an extension which includes the indemnities given by the **tenant** to the **landlord** in clauses 5.2 and 5.3.2 of this lease to the extent that such an extension is procurable on reasonable terms in the Australian insurance market.
- 2.3.2 maintain the insurance cover with an insurer approved by the **landlord**.
- 2.3.3 ensure that each insurance policy requires the insurer to give 21 days' written notice of cancellation to the **landlord** before cancelling or refusing to renew the policy.
- 2.3.4 produce satisfactory evidence of insurance cover on written request by the **landlord**.

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

3.1 Subject to clause 3.3, the **tenant** must -

- 3.1.1 keep the **premises** in the same condition as at the **start of the lease**, except for fair wear and tear; and
- 3.1.2 comply with all notices and orders affecting the **premises** which are issued during the **term**.

3.2 In addition to its obligations under clause 3.1, the **tenant** must -

- 3.2.1 refinish all finished surfaces in a workmanlike manner with as good quality materials as previously at least once every 5 years during the **term** and any further term.
- 3.2.2 keep the **premises** properly cleaned and free from rubbish, keep waste in proper containers and have it removed regularly.
- 3.2.3 immediately replace glass which becomes cracked or broken with glass of the same thickness and quality.
- 3.2.4 immediately repair defective windows, light fittings, doors, locks and fastenings, and replace missing or inoperative light-globes and fluorescent tubes, keys and keycards.
- 3.2.5 maintain in working order all plumbing, drainage, gas, electric, solar and sewerage installations.
- 3.2.6 promptly give written notice to the **landlord** or **landlord's** agent of -
  - (a) damage to the **premises** or of any defect in the structure of, or any of the services to, the **premises**,
  - (b) receipt of a notice or order affecting the **premises**,
  - (c) any hazards threatening or affecting the **premises**, and
  - (d) any hazards arising from the **premises** for which the **landlord** might be liable.
- 3.2.7 immediately make good damage caused to adjacent property by the **tenant** or the **tenant's** agents.
- 3.2.8 permit the **landlord**, its agents or workmen to enter the **premises** during normal business hours, after giving reasonable notice (except in cases of emergency) -
  - (a) to inspect the **premises**,
  - (b) to carry out repairs or agreed alterations, and
  - (c) to do anything necessary to comply with notices or orders of any relevant authority,
 bringing any necessary materials and equipment.
- 3.2.9 carry out repairs within 14 days of being served with a written notice of any defect or lack of repair which the **tenant** is obliged to make good under this lease. If the **tenant** does not comply with the notice, the **landlord** may carry out the repairs and the **tenant** must repay the cost to the **landlord** within 7 days of a request.

- 3.2.10 only use persons approved by the **landlord** to repair and maintain the **premises** but, if the **Act** applies, only use persons who are suitably qualified.
- 3.2.11 comply with all reasonable directions of the **landlord** or the insurer of the **premises** as to the prevention, detection and control of fire.
- 3.2.12 on vacating the **premises**, remove all signs and make good any damage caused by installation or removal.
- 3.2.13 take reasonable precautions to secure the **premises** and their contents from theft, keep all doors and windows locked when the **premises** are not in use and comply with the **landlord's** directions for the use and return of keys or keycards.
- 3.2.14 permit the **landlord** or its agent access to the **premises** at reasonable times by appointment to show the **premises** -
  - (a) to valuers and to the **landlord's** consultants,
  - (b) to prospective purchasers at any time during the **term**, and
  - (c) to prospective tenants within 3 months before the end of the **term** (unless the **tenant** has exercised an option to renew this lease)
 and to affix "for sale" or "to let" signs in a way that does not unduly interfere with the **permitted use**.
- 3.2.15 maintain any grounds and gardens of the **premises** in good condition, tidy, free from weeds and well-watered.
- 3.2.16 maintain and keep in good repair any heating, cooling or air conditioning equipment exclusively serving the **premises**.
- 3.3 The **tenant** is not obliged -
  - 3.3.1 to repair damage against which the **landlord** must insure under clause 6.2 unless the **landlord** loses the benefit of the insurance because of acts or omissions by the **tenant** or the **tenant's agents**.
  - 3.3.2 to carry out structural or capital repairs or alterations or make payments of a capital nature unless the need for them results from -
    - (a) negligence by the **tenant** or the **tenant's agents**,
    - (b) failure by the **tenant** to perform its obligations under this lease,
    - (c) the **tenant's** use of the **premises**, other than reasonable use for the **permitted use**, or
    - (d) the nature, location or use of the **tenant's installations**,
 in which case the repairs, alterations or payments are the responsibility of the **tenant**.

#### 4. LEASE TRANSFERS AND SUBLETTING

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

4.4.2 the landlord fails to respond by giving or withholding consent to the transfer within 28 days,  
then the landlord is to be taken as having consented.

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

## 5. GENERAL AGREEMENTS BETWEEN LANDLORD AND TENANT

- 5.1 When the term ends, the tenant must -
- 5.1.1 return the premises to the landlord clean and in the condition required by this lease, and
- 5.1.2 remove the tenant's installations and other tenant's property from the premises and make good any damage caused in installing or removing them.
- If the tenant leaves any tenant's installations or other tenant's property on the premises after the end of the lease, unless the landlord and tenant agree otherwise -
- 5.1.3 in relation to items to which Part IVA of the *Landlord and Tenant Act 1958* apply, the landlord will have the rights and powers conferred by Part IVA; and
- 5.1.4 in relation to all other items of tenant's installation and tenant's property, they will be considered abandoned and will become the property of the landlord, but the landlord may remove any of the tenant's installations or other property and recover the costs of removal and making good as a liquidated debt payable on demand.
- 5.2 The tenant indemnifies the landlord against any claim resulting from any act or failure to act by the tenant or the tenant's agents while using the premises.
- 5.3 The tenant -
- 5.3.1 uses and occupies the premises at its own risk, and
- 5.3.2 releases the landlord from and indemnifies the landlord against all claims resulting from accidents occurring on the premises except to the extent that the accident is caused by the landlord or a person for whom the landlord is responsible.
- 5.4 In relation to building outgoings, the parties agree -
- 5.4.1 the landlord must pay the building outgoings when they fall due for payment but may require the tenant to pay when due a building outgoing for which the tenant receives notice directly and to reimburse the landlord within 7 days of a request all building outgoings for which notices are received by the landlord.
- 5.4.2 the tenant must pay or reimburse the landlord the proportion specified in item 10.
- 5.4.3 at least 1 month before the start of an accounting period, the landlord may (but if the Act applies, the landlord must) give the tenant an estimate of building outgoings for the accounting period.
- 5.4.4 despite clause 5.4.1, the tenant, if the landlord requires it, must pay its share of the estimated building outgoings by equal monthly instalments during the accounting period on the days on which rent is payable (after allowing for building outgoings paid directly or separately reimbursed by the tenant).
- 5.4.5 if the Act applies, the landlord must make a statement of building outgoings available during each accounting period as required by the Act.
- 5.4.6 within three months after the end of an accounting period, the landlord must give the tenant a statement of the actual building outgoings for the accounting period (if the Act applies and requires that the statement be certified, the statement must be certified as required by the Act).

- 5.4.7 the **tenant** must pay the amount short paid or the **landlord** must repay the amount over paid for **building outgoings**, as the case may be, within 1 month after a statement is provided under clause 5.4.6 or within 4 months after the end of the **accounting period**, whichever is earlier.
- 5.4.8 an appropriate adjustment must be made in relation to a **building outgoing** incurred in respect of a period beginning before the start of the **term** or extending beyond the end of the **term**.
- 5.5 If the freehold of the **premises** (or the **building**) is transferred, the transferor **landlord** is released from all lease obligations falling due for performance on or after the date of the instrument of transfer.

## 6. LANDLORD'S OBLIGATIONS

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

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

- 7.1 The **landlord** may terminate this lease, by re-entry or notice of termination, if -
- 7.1.1 the **rent** is unpaid for 14 days after becoming due for payment,
- 7.1.2 the **tenant** does not meet its obligations under this lease,
- 7.1.3 the **tenant** is a corporation and -
- (a) an order is made or a resolution is passed to wind it up except for reconstruction or amalgamation,
- (b) goes into liquidation,
- (c) is placed under official management,
- (d) has a receiver, including a provisional receiver, or receiver and manager of any of its assets or an administrator appointed,
- (e) without the **landlord's** written consent, there is a different person in effective control of the **tenant** as a result of changes in -
- (i) membership of the company or its holding company,
- (ii) beneficial ownership of the shares in the company or its holding company, or
- (iii) beneficial ownership of the business or assets of the company, but this paragraph does not apply if the **tenant** is a public company listed on the Australian Stock Exchange, or a subsidiary of one.
- "Effective control" means the ability to control the composition of the board of directors or having more than 50% of the shares giving the right to vote at general meetings,
- 7.1.4 a warrant issued by a court to satisfy a judgement against the **tenant** or a **guarantor** is not satisfied within 30 days of being issued,
- 7.1.5 a **guarantor** is a natural person and -
- (a) becomes bankrupt,
- (b) takes or tries to take advantage of Part X of the *Bankruptcy Act* 1966,
- (c) makes an assignment for the benefit of their creditors, or
- (d) enters into a composition or arrangement with their creditors,
- 7.1.6 a **guarantor** is a corporation and one of the events specified in (a) to (d) of clause 7.1.3 occurs in relation to it, or
- 7.1.7 the **tenant**, without the **landlord's** written consent -
- (a) discontinues its business on the **premises**, or

(b) leaves the premises unoccupied for 14 days.

- 7.2 Termination by the landlord ends this lease, but the landlord retains the right to sue the tenant for unpaid money or for damages (including damages for the loss of the benefits that the landlord would have received if the lease had continued for the full term) for breaches of its obligations under this lease.
- 7.3 For the purpose of section 146(1) of the *Property Law Act* 1958 (Vic), 14 days is fixed as the period within which the tenant must remedy a breach capable of remedy and pay reasonable compensation for the breach.
- 7.4 The landlord must give the tenant, before terminating this lease under clause 7.1 for non-payment of rent, the same notice that it would be required to give under section 146(1) of the *Property Law Act* 1958 (Vic) for a breach other than the non-payment of rent.
- 7.5 Breach by the tenant of any of the following clauses of this lease is a breach of an essential term and constitutes repudiation: 2.1.1, 2.2.1, 2.2.2, 2.2.7, 2.2.8, 2.2.9, 2.2.11, 2.2.13, 2.3, 3.2.11, 4.1, 4.7, 5.4.2, 5.4.7, 13, and 17. Other tenant obligations under this lease may also be essential.
- 7.6 Before terminating this lease for repudiation (including repudiation consisting of the non-payment of rent), the landlord must give the tenant written notice of the breach and a period of 14 days in which to remedy it and to pay reasonable compensation for it. A notice given in respect of a breach amounting to repudiation is not an affirmation of the lease.
- 7.7 Even though the landlord does not exercise its rights under this lease on one occasion, it may do so on any later occasion.

## 8. DESTRUCTION OR DAMAGE

- 8.1 If the premises or the building are damaged so that the premises cannot be used or accessed for the permitted use -
- 8.1.1 a fair proportion of the rent and building outgoings is to be suspended until the premises are again wholly fit and accessible for the permitted use, and
- 8.1.2 the suspended proportion of the rent and building outgoings must be proportionate to the nature and extent of the damage or inaccessibility.
- 8.2 If the premises or the building are partly destroyed, but not substantially destroyed, the landlord must reinstate the premises or the building as soon as reasonably practicable.
- 8.3 If the premises or the building are wholly or substantially destroyed -
- 8.3.1 the landlord is not obliged to reinstate the premises or the building, and
- 8.3.2 if the reinstatement does not start within 3 months, or is not likely to be completed within 9 months, the landlord or the tenant may end this lease by giving the other written notice.
- 8.4 The tenant will not be entitled to suspension of rent or building outgoings under sub-clause 8.1.1 nor to end the lease under sub-clause 8.3.2 and the landlord will not be obliged to reinstate the premises or the building under clause 8.2 if payment of an insurance claim is properly refused in respect of the damage or destruction because of any act or omission by the tenant or the tenant's agents.
- 8.5 If the Act does not apply and there is a dispute under this clause, either party may request the President of the Australian Property Institute, Victorian Division, to nominate a practising valuer member of that Institute to determine the dispute or the parties may refer the dispute to mediation under clause 16 unless item 21 states that the mediation procedure does not apply to this lease. The valuer acts as an expert and not as an arbitrator and the determination is binding.

## 9. CONSENTS AND WARRANTIES BY THE PARTIES

- 9.1 The landlord must not unreasonably withhold its consent or approval to any act by the tenant or matter which needs consent or approval unless any other clause provides otherwise, but -
- 9.1.1 the landlord may impose reasonable conditions on any consent or approval, and
- 9.1.2 the tenant must reimburse the landlord's reasonable expenses resulting from an application for its consent or approval, including fees paid to consultants.
- 9.2 This lease, together with the disclosure statement if there is one, contains the whole agreement of the parties. Neither party is entitled to rely on any warranty or statement in relation to -
- 9.2.1 the conditions on which this lease has been agreed,
- 9.2.2 the provisions of this lease, or
- 9.2.3 the premises
- which is not contained in those documents.

**10. OVERHOLDING AND ABANDONMENT OF THE PREMISES**

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

**11. RENT REVIEWS TO MARKET**

- 11.1 In this clause "review period" means the period following each **market review date** until the next **review date** or the end of this lease.  
The review procedure on each **market review date** is -
- 11.1.1 each review of rent may be initiated by either party unless item 17 states otherwise but, if the **Act** applies, review is compulsory.
- 11.1.2 a party may initiate a review by giving the other party a written notice stating the current market rent which it proposes as the **rent** for the review period. Unless the **Act** applies, if the party receiving the notice does not object in writing to the proposed rent within 14 days, it becomes the **rent** for the review period.
- 11.1.3 If -
- (a) the **Act** does not apply and the party receiving the notice serves an objection to the proposed rent within 14 days and the parties do not agree on the **rent** within 14 days after the objection is served, or
- (b) the **Act** applies and the parties do not agree on what the **rent** is to be for the review period,
- the parties must appoint a **valuer** to determine the current market rent.  
If the **Act** does not apply and if the parties do not agree within 28 days after the objection is served on the name of the **valuer**, the **valuer** must be nominated by the President of the Australian Property Institute, Victorian Division, at the request of either party. If the **Act** applies, the **valuer** is to be appointed by agreement of the parties, or failing agreement, by the Small Business Commissioner.
- 11.1.4 In determining the current market rent for the **premises** the **valuer** must -
- (a) consider any written submissions made by the parties within 21 days of their being informed of the **valuer's** appointment, and
- (b) determine the current market rent as an expert  
and, whether or not the **Act** applies, must make the determination in accordance with the criteria set out in section 37(2) of the **Act**.
- 11.1.5 The **valuer** must make the determination of the current market rent and inform the parties in writing of the amount of the determination and the reasons for it as soon as possible after the end of the 21 days allowed for submissions by the parties.
- 11.1.6 If -
- (a) no determination has been made within 45 days (or such longer period as is agreed by the **landlord** and the **tenant** or, if the **Act** applies, as is determined in writing by the Small Business Commissioner) of the parties

- (i) appointing the **valuer**, or
- (ii) being informed of the **valuer's** appointment, or
- (b) the **valuer** resigns, dies, or becomes unable to complete the valuation, then the parties may immediately appoint a replacement **valuer** in accordance with sub-clause 11.1.3.

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

## 12. FURTHER TERM(S)

- 12.1 The **tenant** has an option to renew this lease for the further term or terms stated in item 18 and the **landlord** must renew this lease for that further term or those further terms if -
  - 12.1.1 there is no unremedied breach of this lease by the **tenant** of which the **landlord** has given the **tenant** written notice,
  - 12.1.2 the **tenant** has not persistently committed breaches of this lease of which the **landlord** has given written notice during the term, and
  - 12.1.3 the **tenant** has requested the renewal in writing not more than 6 months nor less than 3 months before the end of the term. The latest date for exercising the option is stated in item 19.
- 12.2 The renewed lease -
  - 12.2.1 starts on the date after this lease ends,
  - 12.2.2 has a starting rent determined in accordance with clause 11, and
  - 12.2.3 must contain the same terms as this lease but with no option for renewal after the last option for a further term stated in item 18 has been exercised.
- 12.3 If the **tenant** is a corporation and was required to provide directors' guarantees for this lease, the **tenant** must provide guarantees of its obligations under the renewed lease by its directors in the terms of clause 15.

## 13. SECURITY DEPOSIT

- 13.1 The **tenant** must pay a security deposit to the **landlord** of the amount stated in item 20 and must maintain the deposit at that amount.
- 13.2 Where the security deposit is invested in an interest bearing deposit, all interest accruing on it is treated as a supplementary payment of security deposit. When the term starts, the **tenant** must provide the **landlord** with the **tenant's** tax file number.
- 13.3 The **landlord** may use the deposit to make good the cost of remedying breaches of the **tenant's** obligations under this lease (or any of the events specified in clause 7.1) and the **tenant** must pay whatever further amount is required to bring the deposit back to the required level.
- 13.4 As soon as practicable after this lease has ended and the **tenant** has vacated the premises and performed all of its obligations under the lease, the **landlord** must refund the unused part of the deposit.
- 13.5 The **tenant** may, and if the **landlord** requires must, provide the security deposit by means of a guarantee by an ADI within the meaning of the *Banking Act 1959* (Cth).
- 13.6 If the freehold of the premises is transferred:
  - 13.6.1 the **tenant** must provide a replacement guarantee in exchange for the existing guarantee if requested by the **landlord** in writing to do so, but the **landlord** must pay the reasonable fees charged by the ADI for the issue of the replacement guarantee, and
  - 13.6.2 the **landlord** must transfer any security deposit held under this lease to the transferee.

## 14. NOTICES

- 14.1 A notice given under this lease may be given -
  - 14.1.1 by post,
  - 14.1.2 by facsimile, or
  - 14.1.3 by delivery

to the party's last known address, or

- 14.1.4 registered office, or
- 14.1.5 if to the **tenant**, at the **premises**.

14.2 Posted notices will be taken to have been received 72 hours after posting unless proved otherwise.

14.3 Notices delivered or sent by facsimile after 5.00p.m. will be taken to have been received at 9.00a.m. on the next business day at the place where it is received.

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

15.1 The **guarantor** in consideration of the **landlord** having entered into this lease at the **guarantor's** request —

15.1.1 guarantees that the **tenant** will perform all its obligations under this lease for the **term** and any renewed term or terms and during any period of overholding after the end of the **term**,

15.1.2 must pay on demand any amount which the **landlord** is entitled to recover from the **tenant** under this lease whether in respect of the **term**, any further term or further terms or any period of overholding, and

15.1.3 indemnifies the **landlord** against all loss resulting from the **landlord's** having entered into this lease whether from the **tenant's** failure to perform its obligations under it or from this lease being or becoming unenforceable against the **tenant** and whether in respect of the **term**, any renewed term or terms or any period of overholding.

15.2 The liability of the **guarantor** will not be affected by -

15.2.1 the **landlord** granting the **tenant** or a **guarantor** time or any other indulgence, or agreeing not to sue the **tenant** or another **guarantor**,

15.2.2 failure by any **guarantor** to sign this document,

15.2.3 transfer (except in accordance with the **Act**, if the **Act** applies) or variation of this lease, but if this lease is transferred the **guarantor's** obligations, other than those which have already arisen, end when the **term** ends and do not continue into a term renewed by a new **tenant** nor a period of overholding by a new **tenant**,

15.2.4 the fact that this lease is subsequently registered at the Land Registry or not registered, or, for any reason, is incapable of registration, or

15.2.5 transfer of the freehold of the **premises**.

15.3 The **guarantor** agrees that —

15.3.1 the **landlord** may retain all money received including dividends from the **tenant's** bankrupt estate, and need allow the **guarantor** a reduction in its liability under this guarantee only to the extent of the amount received,

15.3.2 the **guarantor** must not seek to recover money from the **tenant** to reimburse the **guarantor** for payments made to the **landlord** until the **landlord** has been paid in full,

15.3.3 the **guarantor** must not prove in the bankruptcy or winding up of the **tenant** for any amount which the **landlord** has demanded from the **guarantor**, and

15.3.4 the **guarantor** must pay the **landlord** all money which the **landlord** refunds to the **tenant's** liquidator or trustee in bankruptcy as preferential payments received from the **tenant**.

15.4 If any of the **tenant's** obligations are unenforceable against the **tenant**, then this clause is to operate as a separate indemnity and the **guarantor** indemnifies the **landlord** against all loss resulting from the **landlord's** inability to enforce performance of those obligations. The **guarantor** must pay the **landlord** the amount of the loss resulting from the unenforceability.

15.5 If there is more than one **guarantor**, this guarantee binds them separately, together and in any combination.

**16. DISPUTE RESOLUTION**

16.1 Unless the **Act** applies, if the words "The mediation procedure applies to this lease" are included in item 21, the mediation procedure applies to this lease. In that event the parties must attempt to resolve any dispute by the mediation procedure, except disputes about -

16.1.1 unpaid **rent** and interest charged on it,

16.1.2 review of **rent**, and

16.1.3 a dispute to be resolved in another way prescribed by any other provision of this lease.

16.2 The mediation procedure is -

16.2.1 a party may start mediation by serving a mediation notice on the other party.



- 16.2.2 the notice must state that a dispute has arisen and identify what the dispute is.
- 16.2.3 the parties must jointly request appointment of a mediator. If the parties fail to agree on the appointment within 7 days of service of the mediation notice, either party may apply to the President of the Law Institute of Victoria or the nominee of the President to appoint a mediator.
- 16.2.4 once the mediator has accepted the appointment the parties must comply with the mediator's instructions.
- 16.2.5 if the dispute is not resolved within 30 days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.
- 16.3 The mediator may fix the charges for the mediation which must be paid equally by the parties.
- 16.4 If the dispute is settled, all parties must sign the terms of agreement and these terms are binding on the parties.
- 16.5 The mediation is confidential and -
- 16.5.1 statements made by the mediator or the parties, and
- 16.5.2 discussions between the participants to the mediation, before after or during the mediation,
- cannot be used in any legal proceedings.
- 16.6 It must be a term of the engagement of the mediator that the parties release the mediator from any court proceedings relating to this lease or the mediation.
- 16.7 The mediator is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party.
- 16.8 If the Act applies, so that a dispute must be referred to the Victorian Civil and Administrative Tribunal, the parties agree that each may be represented by a legal practitioner or legal practitioners of its choice.

## 17. GST

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

## 18. CONSUMER PRICE INDEX

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

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

Where:

"AR" means adjusted rent,

"R" means rent before adjustment,

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

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

- 18.2 If CPIB is not published until after the CPI review date, the adjustment is made when it is published but the adjustment takes effect from the relevant CPI review date. In the meantime, the tenant must continue to pay the rent at the old rate and, when the adjustment is made, the tenant must immediately pay the shortfall or the landlord must immediately repay the excess, as the case may be.
- 18.3 If the base of the Consumer Price Index is changed between the two comparison dates an appropriate compensating adjustment must be made so that a common base is used.

18.4 Unless the **Act** applies and requires otherwise, if the **Consumer Price Index** is discontinued or suspended, then the calculation is to be made using whatever index is substituted for it. If no other index is substituted for it, the calculation is to be made using the index or calculation which the President of the Australian Property Institute, Victorian Division (acting as an expert and not as an arbitrator), determines is appropriate in the circumstances. This determination is binding.

18.5 Unless the **Act** applies, the adjustment is not made if it would result in a decrease in the rent payable.

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

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

19.2 The **landlord** -

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

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

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

19.4 The **building**, **common areas** and **landlord's installations** remain under the absolute control of the **landlord** which may manage them and regulate their use as it considers appropriate. In particular the **landlord** has the right -

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

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

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

19.4.4 to install, repair and replace, as necessary, the pipes and conduits necessary or desirable for the provision of services to the various parts of the **building**, and

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

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

19.5 The **tenant** must not obstruct the **common areas** or use them for any purpose other than the purposes for which they were intended.

19.6 The **tenant** must comply with the **building rules**. The **landlord** may change the **building rules** from time to time and the **tenant** will be bound by a change when it receives written notice of it. The **landlord** must not adopt a **building rule** or change the **building rules** in a way that is inconsistent with this lease. To the extent that a **building rule** is inconsistent with this lease, the lease prevails.

**20. ADDITIONAL PROVISIONS**

Any additional provisions set out in item 22 -

20.1 bind the parties, and

20.2 if inconsistent with any other provisions of this lease, override them.



<b>TITLE PLAN</b>	<b>EDITION 1</b>	<b>TP 788470A</b>
<p><b>Location of Land</b></p> <p>Parish: NANGANA</p> <p>Township:</p> <p>Section:</p> <p>Crown Allotment: 43G</p> <p>Crown Portion:</p> <p><b>Last Plan Reference</b></p> <p>Derived From: VOL 2590 FOL 995</p> <p>Depth Limitation: 50 FEET</p>	<p style="text-align: center;"><b>Notations</b></p> <p>SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL 2590 FOL 995 AND NOTED ON SHEET 2 OF THIS PLAN</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>	
<b>Description of Land / Easement Information</b>		<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 03/06/2003</p> <p>VERIFIED: DA</p> <p style="text-align: center;"><b>COLOUR CODE</b></p> <p style="text-align: center;">Y = YELLOW</p>
LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 2 sheets

**ANNEXURE B**

**DEED OF EXTENSION AND VARIATION OF LEASE**

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# **Deed of Extension and Variation of Lease**

**Premises: Macclesfield Community Church**

**Between:**

**Melbourne Anglican Trust Corporation**

**and**

**Macclesfield Community Church Inc.**  
**ABN 46 559 813 037**

## Deed of Extension and Variation of Lease

Date 13 February 2017

### Parties

1. **Melbourne Anglican Trust Corporation** of 209 Flinders Lane, Melbourne, Victoria 3000 (Landlord)
2. **Macclesfield Community Church** ABN 46 559 813 037 of 457 Macclesfield Road, Macclesfield, Victoria 3782 (Tenant)

### Recitals

- A. By a Lease dated 25 January 2008 ("the Lease"), the Landlord granted the Tenant occupancy of the premises situate at 457 Macclesfield Road, Macclesfield, Victoria 3782 and known as Macclesfield Community Church ("the Premises") for a term of three (3) years commencing on 25 January 2008 at the rental and upon and subject to the covenants and conditions contained in the Lease.
- B. The Lease allowed for the option of a further two (2) terms of three (3) years each.
- C. The Tenant exercised its option to renew the Lease for the first further term commencing on 25 January 2011 by letter dated 31 August 2010.
- D. The Tenant exercised its option to renew the Lease for the second further term commencing on 25 January 2014 by letter dated 30 July 2013.
- E. The Landlord and Tenant each agree to extend the term of Lease for a period of 3 years commencing 25 January 2017 and ending on 24 January 2020 with an option for a further term of three (3) years commencing on 25 January 2020. During the extended term, Tenant shall continue to pay to the Landlord rent in accordance with Clause 2.1 of the Lease.

### Agreed terms

#### 1. Definitions and interpretation

##### 1.1 Definitions

In this Deed:

**Deed** means this deed of extension and variation of lease including any schedules;

**Further Option** means the further option in Item 5;

**New Term** means the term in Item 4;

**Premises** means the premises in Item 2;

**Schedule** means the schedule of particulars attached to this Deed; and

**Variations** means the variations to the Lease set out in clause 2.1.

## **2. Variation of Lease**

### **2.1 Variation**

On and from the Variation Date, the Lease is varied as follows:

- (a) "Item 18 of the Lease is amended by deleting "Two further terms of three years each" and inserting "One further term of three (3) years"

### **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. New lease**

### **3.1 Parties enter new lease**

- (a) By executing this Deed, the Landlord and Tenant have entered into a new lease of the Premises for the New Term with the Further Option on the terms contained in the Lease and in this Deed.
- (b) The Landlord grants and the Tenant accepts a lease of the Premises on the conditions in the Lease and this Deed.

## **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.

## Schedule

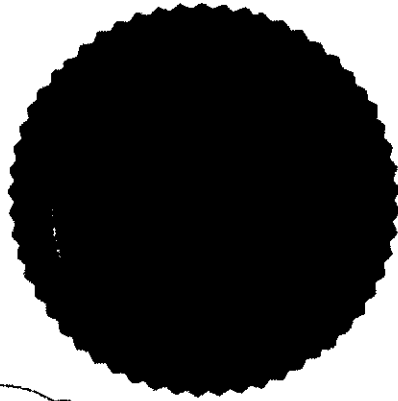
### Particulars

Item 1:	<b>Lease</b>	
1.1	<b>Landlord</b>	Melbourne Anglican Trust Corporation
1.2	<b>Tenant</b>	Macclesfield Community Church Inc.
1.3	<b>Commencement Date</b>	25 January 2017
1.4	<b>Initial Term</b>	3 years
Item 2:	<b>Premises</b>	Macclesfield Community Church (457 Macclesfield Road, Macclesfield)
Item 3:	<b>Variation Date</b>	The date of this Deed
Item 4:	<b>New Term</b>	3 years commencing on 25 January 2017
Item 5:	<b>Further Option</b>	1 further term of 3 years commencing on 25 January 2020,



**EXECUTED AS A DEED.**

The Common Seal of THE MELBOURNE ANGLICAN TRUST CORPORATION ABN 82 862 724 352 hereunto affixed by the Authority of the Trustees:



[Handwritten Signature]

Signature of Trustee

[Handwritten Signature]

Signature of Trustee

Rouvenz Armstrong

Name

Kenneth Speckman

Name

209 Flinders Lane  
Address Melbourne 3000

209 Flinders Lane  
Address Melbourne 3000

**EXECUTED by MACCLESFIELD COMMUNITY CHURCH INC. by authority of its Public Officer**

[Handwritten Signature]

Public Officer

SUSAN HERILYN McLAUGHLIN

Print name

353 TSCHAMPIONS ROAD

Print usual address

MACCLESFIELD, VIC 3782