

## SCHEDULE 1

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

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

#### **NOTE**

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

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

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

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

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

#### **DISCLOSURE STATEMENT by the Landlord**

<b>Landlord:</b>	Railway Road Pty Ltd ATF Railway Road Trust
<b>Tenant:</b>	TBA
<b>Premises:</b>	Level 1, 75 Railway Road, Blackburn VIC 3130

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#### **PART 1 PREMISES**

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##### **1 Premises details**

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1.1 Street address of premises

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Level 1, 75 Railway Road, Blackburn VIC 3130			
1.2	Plan of premises (if available) Not Applicable		
1.3	Lettable area of premises	90	m <sup>2</sup>
		Estimate	
	Will a survey be conducted?	No	
1.4	Existing structures, fixtures, plant and equipment in the premises, provided by the landlord (excluding any works, fit out and refurbishment described in Part 3)		
	air conditioning	plastered walls	
	hot water service	shop front	
	lighting	sink	
	painted walls	suspended ceilings	
	waste	water supply	
	electrical distribution load (3 phase)		
	electrical distribution load (single phase)		
	separate utility meter—gas		
	separate utility meter—water		
	separate utility meter—electricity		
1.5	Services and facilities provided by the landlord for the benefit of the premises (for example, security services, cleaning,)		
<b>2</b>	<b>Permitted use</b>		
2.1	<b>Office , showroom, shop, tattooing and laser tattoo removal studio</b> <i>[Note: the tenant should investigate if the proposed use of the premises is permitted under planning laws.]</i>		
<b>3</b>	<b>Number of car parking spaces</b>		
3.1	Approximate total spaces	1	spaces
3.2	Available spaces for customers of the building	0	spaces
3.3	Reserved spaces for use of the tenant only	1	spaces
<b>4</b>	<b>Head lease</b>		
4.1	Is the premises under a head lease or Crown lease?	No	
4.2	Has the landlord provided a	Not applicable	

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	copy of the head lease or Crown lease to the tenant?	
4.3	Current term under the head lease or Crown lease and option/s to renew Not applicable	
4.4	Is the head landlord's consent to the lease required?	No

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

<b>5</b>	<b>Term of lease</b>	
5.1	Date lease commences (see also date of handover at item 7)	1 / 09 / 2025 Estimate
5.2	Length of term	5 years 0 months
5.3	Date lease expires (based on the date indicated at item 5.1 as the date the lease commences)	31 / 08 / 2030
<b>6</b>	<b>Option/s to renew lease</b>	
6.1	Option/s details (Note: an option to renew a lease must be exercised in writing and given to the landlord on or before the last day stated in the option clause of the lease) 1 Option(s) as follows:	
	Length of option	Period of option
	5 years	01 / 09 / 2030
	Actual/Estimate	to 31 / 08 / 2035
		Exercise date 01 / 09 / 2029 to 01/03 / 2029

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

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<b>7</b>	<b>Date of handover</b>	
7.1	Date of handover (if different to the date the lease commences indicated at item 5.1)	01 / 09 / 2025 Estimate
<b>8</b>	<b>Landlord's works</b>	
8.1	Description of works to be carried out by the landlord before the date the lease commences Nil	
8.2	Estimate of expected contribution by the tenant towards the cost of the landlord's works  <i>[see also outgoings (item 13) in relation to any maintenance and repair outgoings]</i>	\$ NIL
<b>9</b>	<b>Tenant's fit out works</b>	
9.1	Fit out works to be carried out by the tenant (excluding the landlord's works at item 8)	
9.2	Is the landlord providing any contribution towards the cost of the tenant's fit out?  No	
9.3	Does the landlord have requirements as to the quality and standard of shop front and fit out?  Yes Non Structural works to council permit standards	
<b>PART 4 RENT</b>		
<b>10</b>	<b>Annual base rent</b>	
10.1	Starting annual base rent (i.e. when the lease commences)	\$ 30,000 Excluding GST
10.2	Rent free period until	NIL
10.3	Date of rent commencement	01 / 09 / 2025

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10.4 How rent payments are to be made?

*by equal monthly installments in advance on the first day of each month, other than the first and last payments which may be calculated on a pro-rata basis]*

**11 Rent adjustment (rent review)**

11.1 Rent adjustment date(s) and adjustment method

*fixed increase by 3.5 annually on 1/09/2026, 1/09/2027, 1/09/2028, 1/09/2029, the review to market 1/09/2030*

**PART 5 OUTGOINGS**

**12 Contribution by tenant towards landlord's outgoings**

12.1 Is the tenant required to pay or contribute towards the landlord's outgoings? Yes

12.2 Describe any period during which the tenant is not required to pay outgoings

12.3 Date on which payment of outgoings is to commence 1 / 09 / 2025

12.4 Formulae for apportioning outgoings  
100% of Tenants share of outgoings

**13 Outgoings estimates (annual) for the 12 month period**

**01 / 09 / 2025 to 31 / 08 / 2026**

*[State which of the following are payable by the tenant. The landlord may be prevented by the **Retail Leases Act 2003** from claiming certain costs.]*

Estimate per annum for the building  
(Including/Excluding GST)

13.1 Administration

Administration costs \$ NIL  
(excluding management fees and wages)  
Management fees \$ NIL

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13.2	Air conditioning/temperature control	
	Air conditioning maintenance	\$ Tenant Cost
	Air conditioning operating costs	\$ Tenant Cost
13.3	Building management	
	Body corporate/strata levies	\$ NIL
	Building intelligence services	\$ NIL
	Energy management services	\$ NIL
	Gardening and landscaping	\$ 660.00
	Insurance	\$ 1,033.91
	Pest control	\$ Tenant Cost
	Ventilation	\$ Tenant Cost
13.4	Building security	
	Caretaking	\$ Tenant Cost
	Emergency systems	\$ Tenant Cost
	Fire protection	\$ Tenant Cost
	Security services	\$ Tenant Cost
13.5	Cleaning	
	Cleaning consumables	\$ Tenant Cost
	Cleaning costs (excluding consumables)	\$ Tenant Cost
13.6	Government rates and charges	
	Local government rates and charges	\$ 862.95
	Water, sewerage and drainage rates and charges	\$ 1,350.00
	Fire services property levy	\$ 521.95
	(Note: under section 50 of the <b>Retail Leases Act 2003</b> , the landlord may not claim land tax as an outgoing)	
13.7	Repairs	
	Repairs and maintenance	\$ Tenant Cost
	Sinking fund for repairs and maintenance	\$ NIL
	(Note: under section 41 of the <b>Retail Leases Act 2003</b> , the landlord may not claim the capital costs of the building in which the premises are located)	

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13.8	Utility services	
	Electricity	\$ Tenant Cost
	Gas	\$ NIL
	Oil	\$ NIL
	Water	\$ Included in 13.6 and Tenant Cost
13.9	Waste management	
	Sewerage disposal	\$ Included in 13.6
	Waste collection and disposal	\$ Included in 13.6 and Tenant Cost
13.10	List any other outgoings	\$ NIL
13.11	Estimated tenant contribution to outgoings (incl GST)	\$ 4,508.70

**PART 6 OTHER COSTS**

**14 Other monetary obligations and charges**

14.1	Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement <i>[e.g. interest and legal costs]</i>	\$ NIL  Each party bear their own legal costs in relation to this lease
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**PART 7 ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)**

**15 Alteration works**

15.1	Are there any alteration or demolition works, planned or known to the landlord at this point in time, to the premises or building, including surrounding roads, during the term or any further term or terms?  No
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**16 Clauses in lease dealing with relocation and demolition works**

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16.1	Clause(s) in lease providing for relocation of tenant Not applicable
16.2	Clause(s) in lease providing for demolition of the premises or building Not applicable

**PART 8 OTHER DISCLOSURES**

**17 Other disclosures**

- 17.1 Are there any current legal proceedings in relation to the  
lawful use of the premises or building?  
No

- 17.2 Are there any alteration or demolition works, planned or  
known to the landlord at this point in time, to land adjacent  
to or in close proximity to the premises or building, during  
the term or any further term or terms?  
No

**18 Representations by landlord**

- 18.1 Any other representations by the landlord or the landlord's  
agent  
No

**PART 9 LANDLORD ACKNOWLEDGEMENTS AND  
SIGNATURE**

**19 Acknowledgements by landlord**

**By signing this disclosure statement, the landlord confirms**



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**and acknowledges that:**

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

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

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

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**20 Landlord's signature**

20.1 Name of landlord

Railway Road Pty Ltd ATF Railway Road Trust

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

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

Doubleday Real Estate Pty Ltd

20.4 Date 08 / 08 / 2025

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**PART 10 TENANT ACKNOWLEDGEMENTS AND SIGNATURE**

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**21 Acknowledgements by the tenant**

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

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

- Does the planning authority allow your proposed use for the premises under planning law?
- Is the security of your occupancy affected by:
  - mortgages, charges or encumbrances granted by the landlord?
  - rights and obligations under a head lease?

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- Does the premises comply with building and safety regulations?  
Is the premises affected by outstanding notices by any authority?
  - Could your trading be affected by disturbances or changes to the building?
  - Does the landlord require you to refurbish the premises regularly or at the end of the lease?
  - Can the landlord end the lease early even if you comply with the lease?
  - Are all the existing structures, fixtures and plant and equipment in good working order?
  - Are you required to make good the premises at the end of the lease?
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**22 Tenant's signature**

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

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22.1 Name of tenant

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

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22.3 Name of the tenant's authorised representative

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22.4 Date

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**PART 11 ATTACHMENTS**

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**23 List of attachments**

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		Attached?
23.1	Plan of premises (see item 1.2)	Not applicable
23.2	Head lease or Crown lease (see item 4.2)	Not applicable
23.3	Additional attachments	Not applicable
	<i>[list of any additional attachments]</i>	

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