1. LESSOR:

Name: {owner\_company\_name} **ACN {owner\_company\_acn}**

C/- SUITE 3, LEVEL 1, 61 – 63 GROTE STREET ADELAIDE SA5000

AS REGARDS TO NINETY-NINE UNDIVIDED ONE HUNDREDTH PARTS AND

**NAME** {owner\_name} OF {owner\_address}

AS REGARDS REMAINING ONE UNDIVIDED ONE HUNDREDTH PART.

Registered Address/Agent’s Office

C/- SUITE 3 LEVEL 1, 61-63 GROTE STREET ADELAIDE SA5000

2. LESSEE: There are different types of lessee (Sole trader, partnership, company & Trust)

Contact details and their financial details is vetted on application form

**{tenant\_company\_name} (ACN {tenant\_company\_acn}) ATF some Trust** -- application form

Name: **Trustee(s) & Director(s)** of a Trust & CompanyMS {tenant\_name}  
{tenant\_director\_address}

**Australian Business Name (ABN 456 789 123)**

**Director(s)** Guarantor

MR Somebody Pays

123 Money Road, Netherby SA 5062

**Sole Trader or Partnership**

MS Liability Surname Guarantor details  
123 ABC Street, Burnside SA 5042

MR Liability Surname  
123 Sesame Street, Burnside SA 5042

Occupation: **Supermarket operators** from application form

3. PROPERTY:

Address: TENANCY 02 & 27A, UNIT 11 MARKET PLAZA

61 – 63 GROTE STREET

ADELAIDE SA 5000

Whole/part Land in Certificate of Title Register Book VOLUME 5532 FOLIO 189.

If portion of Certificate of Title, specify which portion including reference to GRO Plan (IF ANY)

As per Draft Plan annexed hereto as Annexure ‘A’

Any common areas (including conveniences and car parks) to be leased are indicated on the plan attached to this Agreement of Lease. As per draft lease

1. PERIOD OF INITIAL TERM: {terms\_text} ({terms}) YEARS lease schedule/amended by jads group

5. RIGHT OF RENEWAL: FIVE (5) YEARS + FIVE (5) YEARS

6. COMMENCEMENT DATE OF LEASE {lease\_start\_date} or   
upon completion of the redevelopment, whichever the later

7. DATE OF OCCUPATION: {lease\_start\_date} or   
upon completion of the redevelopment, whichever the later

8. COMMENCEMENT DATE FOR PAYMENT OF RENT: {lease\_start\_date} or   
upon completion of the redevelopment, whichever the later

1. RENTAL PER ANNUM FOR INITIAL TERM:

{initial\_rent\_text} (${initial\_rent}) + GST OF ${initial\_rent\_gst}

**<insert special condition>**

LESSEE IS GIVEN FOUR (4) MONTHS’ FREE RENT FOR THE FIT-OUT PLAN OF WHICH   
MUST BE PRESENTED FOR CONSIDERATION AND APPROVAL BY THE LESSOR PRIOR TO COMMENCING WORKS. LESSEE IS GIVEN ANOTHER 2 MONTHS FREE RENT IN THE SECOND YEAR OF WHICH THE REMAINING 10 MONTHS ARE TO BE AMORTISED OVER A PERIOD OF 12 MONTHS.

1. RENTAL REVIEW METHOD:

TO BE REVIEWED BY AN INCREASE OF {rent\_review\_percentage}% ON {lease\_start\_date} ANNUALLY

11. RENTAL REVIEW DATES:

{base\_change\_date} BY AN INCREASE OF {rent\_review\_percentage}%   
AND IF RENEWED MARKET RENT ON {lease\_end\_date}

Option to extend the lease

1st JUNE 2036, 2037, 2038 2039 & 2040 BY AN INCREASE OF {rent\_review\_percentage}%

AND IF RENEWED MARKET RENT ON 1ST JUNE 2040

1st JUNE 2041, 2042, 2043 2044 & 2045 BY AN INCREASE OF {rent\_review\_percentage}%

12. MAXIMUM RENTAL INCREASE AFTER EACH REVIEW:

TO BE INCREASED BY {rent\_review\_percentage}% ON DATES OF REVIEW

13. REDECORATION PERIOD:

EACH FIVE (5) YEARS OR UPON THE EXPIRATION OR EARLIER DETERMINATION

OF THE LEASE WHICHEVER THE EARLIER.

1. PAINTING:

BOTH INTERNALLY AND EXTERNALLY

15. OUTGOINGS:

LESSEE TO PAY APPROXIMATELY $5,428.00 PER QUARTER OF COUNCIL RATES TO THE CITY OF ADELAIDE, AGL CHARGES, PROPORTIONATE STATE EMERGENCY LEVY OF APPROXIMATELY $2,885.00 PER ANNUM, OUTGOINGS OF $2,922.00 + GST $2, 922.00 PER CALENDAR MONTH AND INSURE OWN SHOP INCLUDING FIRE, CONTENTS, PLATE GLASS AND PUBLIC AND PRODUCT LIABILITY WITH A MINIMUM PER CLAIM OF TWENTY MILLION DOLLARS ($20,000,000.00). MAY VARY ON 01 JULY ANNUALLY.

16. ALL INCIDENTAL LEGAL COSTS AND REIMBURSEMENT:

For preparation and finalisation of lease to be shared by Lessor and Lessee, stamping and registration of Lease to be borne by the Lessee.

17. PERMITTED USE **SUPERMARKET**

IT IS THE LESSEE’S RESPONSIBILITY TO ASCERTAIN FROM LOCAL COUNCIL OR RELEVANT AUTHORITY AS TO WHETHER OR NOT THE PARTICULAR USE OF THE PREMISES IS PERMITTED.

18. SPECIAL CONDITIONS:

**Strata Corporation 13530**

The Lessee shall observe the core trading hours of Market Plaza & Social Square and agrees that any breach of this condition shall be deemed to be a termination of the lease and the Lessor shall be entitled, without prejudice to any other rights, to seek for damages.

The Lessee shall provide the Lessor {owner\_company\_name} CAN {owner\_company\_acn} ATF Willsmere Property Trust

with a Banker’s Guarantee of $99,900.

**<insert other special conditions>**

19. FIRST MONTH RENT IN ADVANCE:

The first month rent of $17,416.67 + GST and outgoings of $2,922.00 + GST along with JADS Group’s assessment fees of $1,100.00 including GST must be paid at the Management Agent’s office at JADS Group Pty Ltd upon the return of the signed Agreement to Lease and Disclosure Statement no later than 10 April 2025.

20. **GUARANTEE**

The people (if any) mentioned as Guarantors hereunder HEREBY GUARANTEE for no consideration whatsoever the payment by the Lessee of the rent and any other monies herein referred to and the performance and observance by the Lessee of the covenants terms and conditions stated in and implied by this Agreement and the performance and observance by the Lessee of the Covenants terms and conditions which are to be embodied in the formal lease agreement to be prepared by the Lessor's solicitors.

**Name of Guarantor (1)** …………………………………………

MS Liability Surname **E-Sign**  
123 ABC Street, Burnside SA 5042

**Name of Guarantor (2)** …………………………………………

MR Liability Surname **E-Sign**  
123 Sesame Street, Burnside SA 5042

21. The Lessee hereby agrees to execute the formal Lease Document prepared by the Lessor's solicitors, **within seven (7) days** of its submission to the Lessee and in any event prior to the said date of commencement of occupation. Failure to so execute shall not in any way prejudice the binding nature of this Agreement.

I/We HEREBY AGREE with the Lessor to lease the above-mentioned premises on the basic terms and conditions set out above together with other terms and conditions as deemed reasonable by the Lessor and/or the Lessor's solicitors, which will generally be in accordance with the terms and conditions that would normally apply in lease agreements for this type of premises.

**Dated this day of 2025** -- +7 from the date of the lease Schedule

IMPORTANT NOTICE

The Landlord does not warrant that the premises you are about to rent are structurally suitable for the type of business you intend to carry on.

SIGNED by the said LESSEE/LESSEES

**Corporations Act 2001(C/W:**

**...........................................................…**

**Director** if it is a company | ABN | ACN | Trust

In accepting this offer, the Lessor agrees to pay JADS Group Pty Ltd ACN 064 353 886 of 1F, 61-63 Grote Street, Adelaide SA 5000 a fee for leasing the property described herein. The fee payable will be in accordance with scale of fees as recommend by the Real Estate Institute of South Australia, or as otherwise agreed in writing.

**SIGNED by the said LESSOR/LESSORS**

authorised AGENT IN THE PRESENCE OF

....................................................

NAME: <Witness>

..........................................................…

**REFERENCES: imported from Application form**

BANK MANAGER -

ADDRESS

Landlord

ADDRESS –

Creditor

ADDRESS –

**ANNEXURE ‘A’**

<insert pin on google map and or location of premises on strata plan>

A screenshot of a computer

AI-generated content may be incorrect.