

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 94737764	NSW DAN:
vendor's agent	Cutcliffe Properties 1/18 Groves Avenue, Mulgrave NW 2756		Phone: 02 4587 8855 Fax: 02 4587 8327 Ref:
co-agent			
vendor	299 GEORGE PTY LTD ACN 622 770 745 ATF A BARE TRUST OF COLIN JAMES DEVINE'S SELF MANAGED SUPER FUND 299 George Street Windsor NSW 2756		
vendor's solicitor	Tahota Law Sydney Pty Ltd Suite 1602 6 O'Connell Street Sydney NSW 2000		Phone: (02) 9267 1066 Fax: Ref: T21583
date for completion	30 days after the contract date	(clause 15)	Email: andrew.hu@tahotalaw.com.au
land	299 GEORGE ST WINDSOR NSW 2756 (Address, plan details and title reference)		
	LOT 101 IN DEPOSITED PLAN 853132 101/853132		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Commercial Premises		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Air conditioning units
exclusions	
purchaser	A&J Buchert Property Pty Ltd ACN 655 261 199
purchaser's solicitor	Amy Taylor Legal The Boardwalk Suite C3 1 Honeysuckle Drive Newcastle NSW 2300 Phone: 02 4089 4460 Fax: Ref:
price	\$ 2,500,000.00 Email: amy@amytaylorlegal.com.au
deposit	\$ 250,000.00 (10% of the price, unless otherwise stated)
balance	\$ 2,250,000.00
contract date	4 March 2022 (if not stated, the date this contract was made)

buyer's agent

See Execution page

vendor

See Execution page

GST AMOUNT (optional)

The price includes

GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

witness

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2
Choices

Land – 2019 edition

vendor agrees to accept a **deposit-bond** (clause 3)☐ NO☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30)**Electronic transaction** (clause 30)☐ no☐ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

Tax information (the parties promise this is correct as far as each party is aware)

land tax is adjustable

☐ NO☒ yes

GST: Taxable supply

☒ NO☐ yes in full☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☒ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an *GSTRW payment*
(residential withholding payment)☐ NO☐ yes(if yes, vendor must provide
further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

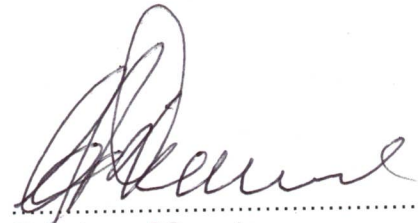
Vendor

Executed by 299 George Pty Ltd
ACN 622 770 745 pursuant to section
127 of the *Corporations Act 2001* (Cth):

)
)
)


.....
Signature of Director

Colin James Devine
.....
(Print) Name of Director


.....
Signature of Secretary

Colin James Devine
.....
(Print) Name of Secretary

Purchaser

Executed by the Purchaser)
in the presence of:)

.....
Signature of Witness

.....
Signature of Purchaser

.....
(Print) Name of Witness

.....
(Print) Name of Purchaser

Executed by the Purchaser)
in the presence of:)

.....
Signature of Witness

.....
Signature of Purchaser

.....
(Print) Name of Witness

.....
(Print) Name of Purchaser

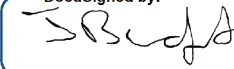
Purchaser (If Company)

Executed by A & J Buchert)
Property Pty Ltd (ACN: 655 261 199))
pursuant to section 127 of the)
Corporations Act 2001 (Cth):)

DocuSigned by:

B8CDA4B08834D2.....
Signature of Director/Secretary

Adam Buchert
.....
(Print) Name of Director/Secretary

DocuSigned by:

B967353B26DD434.....
Signature of Director

Jade Buchert
.....
(Print) Name of Director

.....
(Print) Name of Guarantor

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is **NO COOLING OFF PERIOD**:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. **Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:**

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning, Industry and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land & Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
 - 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
 - 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
 - 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
 - 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
 - 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
 - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
 - 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
 - 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
 - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
 - 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
 - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
 - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
 - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
 - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within 3 months* of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within 3 months* of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an *attornment notice*) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

CONDITIONS OF SALE BY AUCTION

If the property is or is intended to be sold at auction:

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

Special Conditions

32 Purchaser's acknowledgements

- 32.1 The purchaser acknowledges that no reliance has been made upon any warranty or representation made by the vendor or any person on behalf of the vendor except as expressly provided in this contract. This contract constitutes the whole agreement between the parties and the purchaser has relied entirely upon the purchaser's own enquiries relating to, and in the inspection of, the property.
- 32.2 The purchaser acknowledges that the purchaser is purchasing the property in its present state of repair and condition and will make no objection, requisition or claim for compensation concerning the state of repair or condition of the property or any latent or patent defect in quality in the property including any dangerous or hazardous substances. The purchaser acknowledges that the purchaser accepts the Property and any chattels and things included in this contract in their present condition subject to all faults and defects (if any), and subject to fair wear and tear.
- 32.3 The purchaser must satisfy him/herself on all matters (including availability of service) relating to the use, fitness or suitability of the property and acknowledges that the vendor gives no warranty as to the use, fitness or suitability for any particular purpose or otherwise in respect of any part of the Property or of any financial return or income to be derived from the Property. If the use to which the vendor has put the property is permissible only with the consent of any responsible authorities, the purchaser must obtain consent at the purchaser's own expense.
- 32.4 The Vendor discloses that due to the change of State Environmental Planning Policy and Sydney Regional Environmental Plan, the attached certificate under S149 of the *Environmental Planning and Assessment Act 1979* may be inaccurate in respect of those matters. The Purchaser shall not raise any requisition or objection nor make any claim for compensation in respect of any such inaccuracy.
- 32.5 Completion of this Contract will not be conditional or dependent upon any matter referred to in this clause.

33 Interest & Charges

- 33.1 If the Purchaser does not complete the purchase on or before the Completion Date, then the Purchaser shall as from the Completion Date pay interest to the Vendor as liquidated damages on the balance of the purchase price at the rate of 6% per annum on a daily basis from such date until completion that such interest shall be paid on completion (or if the Vendor shall not by then be ready, willing and able to complete then the date from which interest will commence is the date on which the Vendor is ready willing and able to complete).

- 33.2 Nothing contained in this clause will affect the Vendor's other rights to enforce this Contract in the event of default by the Purchasers.
- 33.3 Deleted
- 33.4 Deleted
- 33.5 This clause 33 is an essential term of the Contract.

34 Notice to complete

- 34.1 It is hereby agreed that the notice to complete provision referred to in Clause 15 hereof shall be a notice to be served on the purchaser requiring completion of this Contract within fourteen (14) days of the date of service of the notice. For the purposes of this clause, fourteen (14) days shall constitute reasonable notice and shall be deemed both at law and in equity to be sufficient notice to make time of the essence of this contract.
- 34.2 If completion of this contract takes places after the completion date and a Notice to Complete is issued by the vendor, the purchaser must pay as an essential term of this Contract an amount of \$220.00 for the legal costs incurred by the vendor for the additional instructions, attendances and communications caused by the delay by delivery on the actual completion date of a separate settlement cheque for this amount drawn in favour of the vendor's solicitor.

35 Agent

- 35.1 The purchaser warrants that the purchaser has not been introduced to the property by any real estate agent except the vendor's agent named in this contract and the purchaser shall indemnify the vendor against any claim arising from a breach of this warranty which includes claim for commission and in respect of all costs of and incidental to such claim for commission incurred by the Vendor. It is acknowledged that this Clause shall not merge on completion.

36 Foreign persons

- 36.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act, 1975 requiring the obtaining of consent to this transaction do not apply to the purchaser and this purchase.
- 36.2 In the event of there being a breach of this warranty, whether deliberately or unintentionally, the purchaser agrees to indemnify and compensate the vendor in respect of any loss, damage, penalty, fine or legal costs, which may be incurred by the vendor as a consequence thereof.

37 Amendments to printed Forms

For all purposes of this contract, the terms of the printed contract to which these clauses are annexed are amended as follows:

- 37.1 Clauses 2.2 and 4.1 to be amended by deleting the word “Normally”.
- 37.2 Clause 7.1.1 to be amended by deleting and replacing with words “the total amount claimed exceeds 1% of the price”.
- 37.3 Clause 8 be amended by deleting the words “on reasonable grounds” in the first line of clause 8.1.1.
- 37.4 Clause 10.1.8 and clause 10.1.9 to be amended by substituting the word “existence” for “substance”.
- 37.5 Clause 14.1 to be amended by adding “This clause shall not merge on completion.”
- 37.6 Clause 14.4.2 be amended by replacing the first bullet point with “if the vendor owns other properties, the amount payable by the purchaser shall be determined in accordance with the following formulas:

$T = A \times B/C$ where

T = land tax amount payable by the purchaser on Completion
A = total land tax payable by the vendor in the relevant land tax year.
B = the land tax value of the Property hereby sold
C = the total land tax value of all properties owned by the vendor (excluding any properties that are exempted from land tax assessment).”

- 37.7 Clause 16.5 be amended by deleting the words “plus another 20% of that fee”;
- 37.8 Clause 16.8 be deleted entirely;
- 37.9 Clause 18.7 to be amended by substituting “the rent or fee payable is 0.002% of the purchase price per week” for the words “none is payable”.
- 37.10 Clause 23.13 to be amended by deleting the word “at least 7 days”.
- 37.11 Clause 23.14 to be amended by replacing the words “earlier than 7 days after” with “until”.

38 Regulations

- 38.1 The purchaser acknowledges that all pages of all documents required to be included in this Contract by the *Conveyancing (Sale of Land) Regulation 2010* have been included.

- 38.2 If any provision of this contract purports to or has the effect of excluding, modifying or restricting the operation of Section 52A of the *Conveyancing Act* 1919 (as amended) or the *Conveyancing (Sale of Land) Regulation* 2010 then this contract will be read and construed as if such provision is severable from this contract and the invalidity of that provision will not affect or render invalid or unenforceable the remaining provisions of this contract.

39 Building Certificates, etc

- 39.1 The purchaser shall not be entitled to require the vendor to:
- (a) obtain or furnish to the purchaser a building certificate in respect of the Property; or
 - (b) comply with any requirement, condition, order or direction which may be imposed by the relevant Council as a condition of the issue of a building certificate or carry out any work or expend any money on the Property whether required by the Council or not.
- 39.2 The parties agree that completion of this contract is not conditional upon the issue of a building certificate or other statutory certificate of compliance.

40 Deposit

- 40.1 The Parties agree that the deposit payable pursuant to this Contract is ten percent (10%) of the Price. If the Vendor agrees, the Purchaser may pay the 10% deposit by instalments in the following manner:
- (a) Five percent (5%) on exchange; and
 - (b) The balance five percent (5%) shall be payable on the earlier of the date of Completion, or the date when the Vendor demands payment following the default by the Purchaser in the observance or performance of any of its obligation under this contract.
- 40.2 If the purchaser has paid a deposit less than ten (10%) of the purchase price and in the event the vendor becomes entitled to terminate this agreement then the vendor shall be entitled to the full ten percent (10%) of the purchase price.
- 40.3 The purchaser hereby irrevocably and unconditionally agrees to release half of the deposit to the vendor the deposit moneys paid herein for the purpose of deposit.

41 Requisitions

For the purpose of clause 5.1 the requisitions or general questions about the property or the title must be in the form of the Requisitions on Title annexed to this Contract.

42 Purchaser's Warranties

- 42.1 If the purchaser is not a natural person, then the provisions of this clause 42 apply.
- 42.2 The execution, delivery and performance by the purchaser of this Contract:
- (a) complies with its constitution; and
 - (b) does not constitute a breach of any law or obligation, or cause or result in default under any agreement or Encumbrance, by which it is bound and which would prevent it from entering into and performing its obligations under this Contract.
- 42.3 All necessary authorisations, power and capacity for the execution, delivery and performance by the purchaser of this Contract in accordance with its terms have been obtained or will be obtained before exchange of this Contract.
- 42.4 The purchaser is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation.
- 42.5 Deleted
- 42.6 If the purchaser breaches its obligations under this clause, then the Vendor may terminate this Contract and the provisions of clause 9 of the Standard Condition will apply.

43 Guarantee & Indemnity

- 43.1 If the purchaser is a company, then the provisions of this clause 43 apply and the directors of the purchaser company (both jointly and severally) shall be known as "the Guarantor".
- 43.2 The Guarantor acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the vendor including, without Limitation, the agreement of the vendor to enter into this contract.
- 43.3 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
- (a) payment of all money payable by the purchaser under this contract; and
 - (b) the performance of all of the purchaser's other obligations under this contract.

- 43.4 If the purchaser does not pay the money on time and in accordance with the terms of this contract, then the Guarantor agrees to pay the Guaranteed Money to the vendor on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.
- 43.5 If the purchaser does not duly and punctually perform its obligations in accordance with the terms of the document under which they are to be performed, then the guarantor agrees to perform those obligations on demand from the vendor (whether or not demand has been made on the purchaser). A demand may be made at any time and from time to time.
- 43.6 As a separate undertaking, the guarantor:
- (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
 - (b) must pay on demand any money due to the vendor under this indemnity.
- 43.7 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.
- 43.8 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
 - (e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (f) the winding up of the purchaser.
- 43.9 As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the obligations of the purchaser or any of them remain unperformed, the guarantor may not, without the consent of the vendor:
- (a) make a claim or enforce a right (including, without limitation, a mortgage, charge or other encumbrance) against the purchaser or its property; or

(b) prove in competition with the vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due.

43.10 The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

43.11 This clause 43 is an essential term of this contract.

44 Finance

44.1 The Purchaser expressly warrants to the Vendor that they either hold a current loan approval in an amount and upon terms which they consider to be reasonable and fully satisfactory and sufficient to enable completion of this contract within the time stipulated and upon the terms and conditions set out herein or do not require finance to complete this Contract.

44.2 The Purchaser acknowledges that the Vendor relies upon this warranty in entering into this Contract and that the Vendor may enter into further contractual obligations on or after the date of this contract in reliance upon this warranty.

44.3 The Purchaser further acknowledges that it shall remain liable to the Vendor for all damages arising from breach of this warranty notwithstanding any right which the Purchaser may have pursuant to the Uniform Credit Code.

45 GST

45.1 In this clause:

“GST” refers to the Goods and Services Tax under a *New Tax System (Goods and Services Tax) Act 1999* (“GST Act”) and the terms used hereunder have the meanings as defined in the GST Act.

45.2 In the event of the vendor being liable for GST:

(a) The purchaser agrees to pay to the vendor within 14 days after the vendor’s liability for GST on this sale is confirmed by correspondence or assessment from the Commissioner, the amount of the GST, including any additional penalty and interest.

(b) The vendor shall deliver to the purchaser, as a precondition to such payment, a tax invoice in a form, which complies with the GST Act and regulations.

46 Drainage Diagram

- 46.1 The purchaser acknowledges that the drainage diagrams and sewer reference sheets attached to this Contract are those currently available from Sydney Water.
- 46.2 The purchaser acknowledges that the purchaser has inspected the drainage diagram annexed to this Contract and has satisfied itself as to the accuracy thereof. The vendor makes no warranty as to the accuracy or completeness of the said diagram and the Purchaser shall not be entitled to make any objection, requisition or claim for compensation in respect of any matter disclosed or referred to in the said diagram.

47 Tenancy

- 47.1 This clause only applies if front page of the Contract indicates that this sale is subject to an existing tenancy or tenancies and the property is occupied by a tenant pursuant to current leases for Office 1 and proposed lease for Office 2.
- 47.2 The purchaser acknowledges that the purchaser has inspected the relevant Lease attached to this Contract and has satisfied itself in relation thereto and in relation to the terms and conditions thereof. The purchaser shall not be entitled to make any objection, requisition or claim in respect of such lease creating or purporting to create the same or if any tenant or tenants vacate or if such tenancies terminate for any reason.
- 47.3 The vendor and purchaser agree that the managing agent of the tenancy is authorised to adjust the rent between the parties pursuant to clause 24 of this Contract and to pay all rent received for the period up to and including the completion date to the vendor and all rent received for the period commencing the day following completion to the purchaser.

48 Swimming Pool/SPA

- 48.1 This clause applies only if the property includes a swimming pool and/or spa.
- 48.2 A certificate of compliance issued pursuant to section 22D of the *Swimming Pools Act* 1992 is attached to this Contract.
- 48.3 The purchaser acknowledges that, in respect of the swimming pool and/or spa situation on this Property, the vendor will not be obliged to comply with any notice, issued after the date of this Contract, pursuant to the *Swimming Pools Act* 1992 and/or any regulations and the purchaser shall not be entitled to make any objection, requisition or claim in this regard.

49 Caveat

The Purchaser must not register any caveat against any of the Certificate of Title relating to the Land or Property notifying its interest under the Contract. This is an essential term of the Contract.

50 Deleted

51 Merger

The rights and obligations of the parties will not merge on completion of this Contract. All clauses of this Contract will have application after completion for as long as necessary to give effect to the operation of those provisions.

52 Inconsistency

If there is any inconsistency between these Special Conditions and the standard conditions and terms of the printed Contract for the Sale of Land which these special Conditions form a part, then these Special Conditions shall prevail.

53 Entire agreement

This Agreement contains the entire agreement of the parties with respect to its subject matter. It constitutes the only conduct relied on by the parties and supersedes all earlier conduct (including prior drafts of this agreement) by the parties with respect to its subject matter.

54 Governing law

This Agreement is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State of New South Wales.

Execution by the Guarantors

_____ and _____ acknowledge that by signing this document they provide a guarantee.

Signed by)
Guarantor in the presence)
of)

.....

.....

Witness

.....

Full Name of Witness

.....

Address of Witness



**LAND
REGISTRY
SERVICES**

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 101/853132

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
14/2/2022	12:46 PM	18	1/5/2018

LAND

LOT 101 IN DEPOSITED PLAN 853132

AT WINDSOR

LOCAL GOVERNMENT AREA HAWKESBURY

PARISH OF ST MATTHEW COUNTY OF CUMBERLAND

TITLE DIAGRAM DP853132

FIRST SCHEDULE

299 GEORGE PTY LTD

(T AN296424)

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP853132 EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 AE929060 LEASE TO JOBFIND CENTRES AUSTRALIA PTY. LTD. OF
OFFICE 3 (UPSTAIRS) 299 GEORGE STREET, WINDSOR.
EXPIRES: 30/6/2012. OPTION OF RENEWAL: 3 YEARS WITH 2
FURTHER OPTIONS OF 3 YEARS.
AH328964 VARIATION OF LEASE AE929060 EXPIRY DATE NOW
30/6/2015.
- 4 AM322967 LEASE TO WESTERN SYDNEY COMMUNITY LEGAL CENTRE INC.
OF OFFICE 2, GROUND FLOOR, 299 GEORGE STREET, WINDSOR.
EXPIRES: 20/7/2018. OPTION OF RENEWAL: 2 YEARS.
- 5 AM838295 LEASE TO COMMONWEALTH OF AUSTRALIA BEING OFFICE 1,
GROUND FLOOR, 299 GEORGE STREET, WINDSOR. EXPIRES:
30/4/2021. OPTION OF RENEWAL: 3 YEARS AND A FURTHER 3
YEARS.
- 6 AN296425 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

T21583

PRINTED ON 14/2/2022

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

PLAN FORM 2

COMMON SEAL OF PROSPECT ELECTRICITY

WAS HERETOFORE AFFIXED THIS 31st DAY OF AUGUST, 1997, IN PURSUANCE OF THE PROVISIONS OF THE ELECTRICITY ACT, 1947, AS AMENDED IN THE PRESENCE OF

WITNESSES

S. WILKINS
GENERAL MANAGER

COMMON SEAL

OFFICE OF THE REGISTRAR-GENERAL / Src: INFOTRACK / Ref: 19-0178

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GENERAL MANAGER

COMMON SEAL

**INSTRUMENT SETTING OUT TERMS OF EASEMENT
INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT, 1919**

Sheet 1 of 2 Sheets

Lengths are in metres

Plan: **DP 853132**

Plan of Land in Conveyance
No.960 Book 2542

Full name and address of
Proprietors of the Land

PROSPECT ELECTRICITY
Huntingwood Drive
HUNTINGWOOD NSW 2148

Full name and address of
Mortgagee of the Land

NIL

PART 1

1. Identity of Easement Firstly
referred to in abovementioned
plan

Easement for Electricity Purposes

SCHEDULE OF LOTS, etc AFFECTED

Lots Burdened

Authority Benefited

101

Prospect Electricity

PART 2

1. **Terms of Easement Firstly referred to in the abovementioned Plan**

An easement for the transmission of electricity and for the purpose to install all necessary equipment (including transformers and underground transmission mains, wires and cables) and to cause or permit electricity to flow or be transmitted through and along the said equipment together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing and/or removing such equipment and every person authorised by Prospect to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors, workmen, vehicles, things or persons and to bring and place and leave thereon or remove therefrom all necessary materials, machinery, implements and things provided that Prospect and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

REGISTERED



10-10-1995

**INSTRUMENT SETTING OUT TERMS OF EASEMENT
INTENDED TO BE CREATED PURSUANT TO
SECTION 88B CONVEYANCING ACT, 1919**

Sheet 2 of 2 Sheets

Lengths are in metres

Plan **DP 853132**


Plan of Land in Conveyance
No.960 Book 2542

**Name of Authority empowered to
release, vary or modify Easement
Firstly referred to**

Prospect Electricity

The common seal of Prospect Electricity
was hereunto affixed this 31st day of
August, 1995 in pursuance of the
provisions of the Electricity Act, 1945
as amended in the presence of

.....
S.Wilkins
for General Manager



.....
(Witness)

.....
Name (block letters)

.....
Occupation

REGISTERED  10-10-1995

Hawkesbury City Council



Planning Certificate

Issued under Section 10.7 *Environmental Planning and Assessment Act, 1979*

Infotrack Pty Ltd
DX 578
SYDNEY

ecertificates@infotrack.com.au

Certificate Number PC1308/22
Date of Endorsement 13 December 2021
Your Reference T21583

Location

Land Description Lot 101 DP 853132, 299 George Street WINDSOR NSW 2756

The following information is only applicable as of the date of this certificate and is provided pursuant to Section 10.7 of the *Environmental Planning and Assessment Act 1979*, as prescribed by Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*.

Information pursuant to Section 10.7(2) of the Act

1 Names of relevant planning instruments and Development Control Plans

1.1 The land is affected by the following environmental planning instruments:

Hawkesbury Local Environmental Plan 2012

Sydney Regional Environmental Plan No 20 - Hawkesbury Nepean River (No 2 - 1997)

SREP No 20 (No 2 - 1997) was gazetted on 6 November 1997, and is accompanied by the 'Hawkesbury-Nepean Action Plan 1997' and 'Codes of Practice for Consultation'.

The aim of *SREP No 20 (No 2 - 1997)* is to protect the environment of the Hawkesbury-Nepean River system by ensuring that the impacts of future land uses are considered in a regional context.

SREP No 20 (No 2 - 1997) requires development consent for the purpose of caravan parks or camping grounds; composting facilities or works; buildings works or land uses within conservation area sub-catchments; remediation of contaminated land; filling; certain activities in relation to items of non-aboriginal heritage; intensive horticulture industries; some intensive animal industries; manufactured home estates; marinas; recreational facilities; land uses in or near the river; land uses in riverine scenic areas; sewerage systems or works.



Hawkesbury City Council



Development for extractive industries is prohibited in some areas. Consent of Council and the concurrence of the Director-General is required for maintenance dredging and extractive operations carried out downstream of the Wallacia Bridge as a consequence of, and ancillary to, works for flood mitigation, bank stabilisation, the construction of bridges or other instream structures (such as marinas) or the licensed or unlicensed withdrawal of water where extraction is necessary to carry out the works. Some intensive animal industries and potentially hazardous or offensive industries are prohibited if carried out on a floodway. Development in mapped wetlands requires the consent of Council and the concurrence of the Director-General of Urban Affairs and Planning.

Sydney Regional Environmental Plan No 9 - Extractive Industry (No 2 - 1995)

Identifies regionally significant extractive resources within the Sydney Region to facilitate their utilisation. The plan ensures extraction is carried out in an environmentally acceptable manner and prohibits extraction from certain environmentally sensitive areas. It ensures that decisions on future urban expansion take into account the ability to realise the full potential of important deposits.

State Environmental Planning Policy No 19 - Bushland in Urban Areas

Protects and preserves bushland within certain urban areas, as part of the natural heritage or for recreation, educational and scientific purposes. The SEPP is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No 33 - Hazardous and Offensive Development

Provides definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics of the case, the location and the way in which the proposed activity is to be carried out. The SEPP also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the SEPP. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The SEPP does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the *Environmental Planning and Assessment Act 1979*.

State Environmental Planning Policy No 50 - Canal Estate Development

Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments.

State Environmental Planning Policy No 55 - Remediation of Land

Introduces state-wide planning controls for the remediation of contaminated land. The SEPP states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The SEPP makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals.

State Environmental Planning Policy No 64 - Advertising and Signage

Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish.

Hawkesbury City Council



State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development

Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

This SEPP operates in conjunction with *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004* to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX.

State Environmental Planning Policy (State Significant Precincts) 2005

Defines certain developments that are major projects under Part 3A of the *Environmental Planning & Assessment Act 1979* and determined by the Minister for Planning. The SEPP also lists State significant precincts.

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

The SEPP aims to provide for the proper management and development of mining, petroleum and extractive material resources for the social and economic welfare of the State. The SEPP establishes appropriate planning controls to encourage ecologically sustainable development.

State Environmental Planning Policy (Repeal of Concurrence and Referral Provisions) 2004

Amends various environmental planning instruments so as to omit provisions requiring consent authorities to obtain certain concurrences or refer matter to various persons or bodies.

State Environmental Planning Policy (State and Regional Development) 2011

The aims of this SEPP are to identify development that is State significant development, to identify development that is State significant infrastructure and critical State significant infrastructure, to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Repeal of Concurrence and Referral Provisions) 2008

Removes duplicative or unnecessary requirements in environmental planning instruments which require concurrence from or referral to government agencies.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Aims to provide streamlined assessment processes for development that complies with specified development standards.

State Environmental Planning Policy (Infrastructure) 2007

Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

State Environmental Planning Policy (Integration and Repeals) 2016

This SEPP repealed a number of SEPPs and deemed SEPPs including State Environmental Planning Policy No 32-Urban Consolidation (Redevelopment of Urban Land) and Sydney Regional Environmental Plan No 19-Rouse Hill Development Area.

Hawkesbury City Council



State Environmental Planning Policy (Vegetation in Non-Urban Areas) 2017

The aim of this Policy is to protect the biodiversity values and the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Concurrences and Consents) 2018

This Policy identifies the circumstances in which the Planning Secretary may elect to act in the place of a person whose concurrence to development is required to be obtained and has failed to inform a consent authority of the decision concerning concurrence within the time allowed for doing so.

State Environmental Planning Policy (Primary Production and Rural Development) 2019

This Policy facilitates the orderly economic use and development of lands for primary production, and encourages sustainable agriculture, including sustainable aquaculture. It aims to reduce land use conflict and sterilisation of rural land by balancing primary production, residential development and the protection of native vegetation, biodiversity and water resources. The Policy provides development controls and the matters for consideration for development applications involving or affecting certain agricultural uses.

State Environmental Planning Policy (Koala Habitat Protection) 2021

Encourages the conservation and management of areas of natural vegetation that provides habitat for koalas to ensure a permanent free-living population over their present range and reverse the current trend of koala population decline. The SEPP provides the requirements and considerations for the conservation and management of koala habitat, including requirements for the development of land that may provide koala habitat and the preparation of koala plans of management.

State Environmental Planning Policy (Housing) 2021

This Policy enables the development of diverse housing types, including purpose-built rental housing, encourages the development of housing that will meet the needs of more vulnerable members of the community, ensures that new housing development provides a reasonable level of amenity and are in locations where it will make good use of existing and planned infrastructure and services, and seeks to mitigate the loss of existing affordable rental housing. The Policy also supports short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impact of this use.

The land may be affected by the following environmental planning instrument:

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the State by providing a consistent planning regime including the establishment of consistent assessment requirements, design considerations and consultation for these types of development.

Hawkesbury City Council



- 1.2 The land is affected by the following proposed environmental planning instruments that are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979* (excludes instruments where Council has been notified that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft State Environmental Planning Policy - Integrating Land Use and Transport

Draft State Environmental Planning Policy (Application of Development Standards) 2004

Draft State Environmental Planning Policy (Competition) 2010

Draft State Environmental Planning Policy (Environment) 2017

Amendment to State Environmental Planning Policy No. 55 – Remediation of Land

Draft State Environmental Planning Policy – Cumberland Plain Conservation Plan

Draft State Environmental Planning Policy – Design and Place

Amendment to State Environmental Planning Policy (Primary Production and Rural Development) 2019 – Agritourism and small-scale agriculture development

Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 – Agritourism and small-scale agriculture development

Amendment to State Environmental Planning Policy (Infrastructure) 2007 - Telecommunications and other communications facilities

Amendment to State Environmental Planning Policy (Infrastructure) 2007 - Electricity generating works or solar energy systems

- 1.3 The land is affected by the following Development Control Plans:

Hawkesbury Development Control Plan 2002

Note: In this section a proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

Zoning and land use under relevant Local Environmental Plans

- 2.1 The land is zoned:

B2 Local Centre under *Hawkesbury Local Environmental Plan 2012*.

- 2.2 Development permitted without development consent:

Under the provisions of *Hawkesbury Local Environmental Plan 2012* the purposes for which development may be carried out within the zone without development consent are referred to in the Land Use Table Annexure.

- 2.3 Development requiring development consent:

Under the provisions of *Hawkesbury Local Environmental Plan 2012* the purposes for which development may be carried out within the zone without development consent are referred to in the Land Use Table Annexure.

Hawkesbury City Council



2.4 Development that is prohibited:

Under the provisions of *Hawkesbury Local Environmental Plan 2012* the purposes for which the carrying out of development is prohibited within the zone are referred to in the Land Use Table Annexure.

The following special provisions of *Hawkesbury Local Environmental Plan 2012* may apply to the subject land:

- Clause 2.5 Additional permitted uses for particular land.
- Clause 2.6 Subdivision - consent requirements.
- Clause 2.7 Demolition requires development consent.
- Clause 2.8 Temporary use of land.
- Part 3 Exempt and complying development.
- Clause 4.2 Rural subdivision.
- Clause 4.2A Residential development and subdivision prohibited on certain land.
- Clause 5.1 Relevant acquisition authority.
- Clause 5.1A Development on land intended to be acquired for public purposes.
- Clause 5.3 Development near zone boundaries.
- Clause 5.7 Development below mean high water mark.
- Clause 5.8 Conversion of fire alarms.
- Clause 5.10 Heritage conservation.
- Clause 5.11 Bush fire hazard reduction.
- Clause 5.12 Infrastructure development and use of existing buildings of the Crown.
- Clause 6.1 Acid sulfate soils.
- Clause 6.2 Earthworks.
- Clause 6.11 Residential accommodation at Johnston and New Streets, Windsor.
- Clause 6.12 Certain development at Richmond Lowlands.

These special provisions may alter the development shown in the Land Use Table which may be carried out with or without development consent and prohibited land uses. Please refer to the above mentioned provisions of *Hawkesbury Local Environmental Plan 2012* to determine applicability.

2.5 Has Council adopted any development standards providing fixed minimum land dimensions for the erection of a dwelling house on the land?

No.

2.6 Does the land include or comprise critical habitat?

No.

2.7 Is the land in a conservation area under *Hawkesbury Local Environmental Plan 2012* or a proposed instrument referred to in section 1 of this certificate (other than a SEPP or proposed SEPP)?

No.

2.8 Is an item of environmental heritage under *Hawkesbury Local Environmental Plan 2012* or a proposed instrument referred to in section 1 of this certificate (other than a SEPP or proposed SEPP) situated on the land?

No.

Note: The land may also be subject to a proposed environmental planning instrument (see section 1.2 of this certificate) that may change the information given in this section of the certificate.

Hawkesbury City Council



2A Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 Vineyard Precinct Plan*

2A.1 The land is zoned:

Not Applicable - See Question 2.1.

2A.2 Development permitted without development consent:

Not Applicable - See Question 2.2.

2A.3 Development requiring development consent:

Not Applicable - See Question 2.3.

2A.4 Development that is prohibited:

Not Applicable - See Question 2.4.

2A.5 Does the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* contain any development standards providing fixed minimum land dimensions for the erection of a dwelling house on the land?

Not Applicable - See Question 2.5.

2A.6 Does the land include or comprise critical habitat?

Not Applicable - See Question 2.6.

2A.7 Is the land in a conservation area under the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*?

Not Applicable - See Question 2.7.

2A.8 Is an item of environmental heritage under the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*?

Not Applicable - See Question 2.8.

Note: The land may also be subject to a proposed environmental planning instrument (see section 1.2 of this certificate) that may change the information given in this section of the certificate.

3 Complying Development under each of the codes for complying development because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3), and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

3.1 Housing Code.

Can complying development under the Housing Code be carried out on the subject land?

Council does not have sufficient information to ascertain whether or not complying development can be carried out on the land in relation to the land being identified, or not, as 'environmentally sensitive land' as defined by Schedule 3 - *Environmentally sensitive land* of *State Environmental Planning Policy (Housing) 2021*.

Hawkesbury City Council



3.2 Housing Alterations Code.

Can complying development under the Housing Alterations Code be carried out on the subject land?

Yes.

3.3 Commercial and Industrial Alterations Code.

Can complying development under the Commercial and Industrial Alterations Code be carried out on the subject land?

Yes.

3.4 Subdivisions Code.

Can complying development under the Subdivisions Code be carried out on the subject land?

Yes.

3.5 Rural Housing Code.

Can complying development under the Rural Housing Code be carried out on the subject land?

Council does not have sufficient information to ascertain whether or not complying development can be carried out on the land in relation to the land being identified, or not, as 'environmentally sensitive land' as defined by Schedule 3 - *Environmentally sensitive land* of *State Environmental Planning Policy (Housing) 2021*.

3.6 General Development Code.

Can complying development under the General Development Code be carried out on the subject land?

Yes.

3.7 Demolition Code.

Can complying development under the Demolition Code be carried out on the subject land?

Yes.

3.8 Commercial and Industrial (New Buildings and Additions) Code.

Can complying development under the Commercial and Industrial (New Buildings and Additions) Code be carried out on the subject land?

Council does not have sufficient information to ascertain whether or not complying development can be carried out on the land in relation to the land being identified, or not, as 'environmentally sensitive land' as defined by Schedule 3 - *Environmentally sensitive land* of *State Environmental Planning Policy (Housing) 2021*.

3.9 Container Recycling Facilities Code.

Can complying development under the Container Recycling Facilities Code be carried out on the subject land?

Yes.

Hawkesbury City Council



3.10 Fire Safety Code.

Can complying development under the Fire Safety Code be carried out on the subject land?

Yes.

3.11 Greenfield Housing Code.

Can complying development under the Greenfield Housing Code be carried out on the subject land?

Council does not have sufficient information to ascertain whether or not complying development can be carried out on the land in relation to the land being identified, or not, as 'environmentally sensitive land' as defined by Schedule 3 - *Environmentally sensitive land of State Environmental Planning Policy (Housing) 2021*.

3.12 Low Rise Housing Diversity Code

Can complying development under the Low Rise Housing Diversity Code be carried out on the subject land?

Council does not have sufficient information to ascertain whether or not complying development can be carried out on the land in relation to the land being identified, or not, as 'environmentally sensitive land' as defined by Schedule 3 - *Environmentally sensitive land of State Environmental Planning Policy (Housing) 2021*.

4 Repealed

4A Repealed

4B Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

Has the owner (or any previous owner) of the land consented in writing to the land being subject to annual charges under Section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that *Local Government Act 1993*)?

No.

Note: 'Existing coastal protection works' are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of Section 553B of the *Local Government Act 1993*.

5 Mine Subsidence

Is the subject land within a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No.

6 Road widening and road realignment

Is the land affected by road widening or road re-alignment under Division 2 of Part 3 of the *Roads Act 1993*, or any environmental planning instruments, or any resolution of Council?

No.

Hawkesbury City Council



7 Council and other public authority policies on hazard risk restrictions

Has Council adopted a policy or has any other public authority notified Council for the purpose of planning certificates of a policy that restricts the development of the land because of the likelihood of:

- a) Landslip.
No.
- b) Bushfire risk.
No.
- c) Tidal inundation.
No.
- d) Subsidence.
No.
- e) Acid sulfate soils.
Yes.
- f) Any other risk (other than flooding)?
No.

7A Flood Related Development Controls

- (1) Is the land or part of the land within the flood planning area and subject to flood related development controls?

The land or part of the land is within the Flood Planning Area, and therefore subject to the flood related development controls that apply to the Flood Planning Area.

- (2) Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

The land or part of the land is between the Flood Planning Area and the Probable Maximum Flood, however is not subject to flood related development controls that apply to land located between the Flood Planning Area and the Probable Maximum Flood.

- (3) In this clause:

Flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

Probable maximum flood has the same meaning as in the Floodplain Development Manual.

Note: The above responses are provided in relation to the flood related development controls of *Hawkesbury Local Environmental Plan 2012* or *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* as applicable. Some State or Regional planning instruments may contain flood related development controls which affect the land. These include, but are not necessarily restricted to, *State Environmental Planning Policy (Exempt and Complying Development Code) 2008*, *State*

Hawkesbury City Council



Environmental Planning Policy (Infrastructure) 2007, State Environmental Planning Policy (Sydney Region Growth Centres) 2006, State Environmental Planning Policy (Primary Production and Rural Development) 2019, Sydney Regional Environmental No 9 - Extractive Industry (No 2 - 1995), and Sydney Regional Environmental Plan No 20 - Hawkesbury - Nepean River (No 2 - 1997).

8. Land Reserved for Acquisition

Is the land affected by any environmental planning instrument, or proposed environmental planning instrument referred to in section 1 of this certificate, which makes provision for the acquisition of the land by a public authority, as referred to in Section 3.15 of the *Environmental Planning and Assessment Act 1979*?

No.

9 Contributions Plans

The *Hawkesbury Section 94 Contributions Plan 2015* applies to the subject land.

The *Hawkesbury Section 94A Contributions Plan 2015* applies to the subject land.

9A Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No.

Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

10 Biodiversity stewardship sites

Has Council been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No.

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

10A Native vegetation clearing set asides

Does the land contain a set aside area under section 60ZC of the *Local Land Services Act 2013*?

No.

11 Bush fire prone land

Is the land bush fire prone land (as defined by the *Environmental Planning and Assessment Act 1979*)?

None of the land is bush fire prone.

Hawkesbury City Council



12 Property Vegetation Plans

Has Council been notified that the land is land to which a property vegetation plan under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies?

No.

13 Orders under *Trees (Disputes Between Neighbours) Act 2006*

Has Council been notified whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

No.

14 Directions under Part 3A

Is the land subject to an in force direction under Section 75P(2)(c1) of the *Environmental Planning and Assessment Act 1979*?

No.

15 Site compatibility certificates and conditions for seniors housing

15.1 Is the land subject to a current site compatibility certificate (seniors housing), of which Council is aware, issued under *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*?

No.

15.2 Has Council granted a development consent after 11 October 2007 in respect of the land, setting out any terms of a kind referred to in clause 18(2) of the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*?

No.

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

Is the land subject to a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which Council is aware?

No.

17 Site compatibility certificates and conditions for affordable rental housing

17.1 Is the land subject to a current site compatibility certificate (affordable rental housing), of which Council is aware?

No.

17.2 Is the land subject to a statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that has been imposed as a condition of consent to a development application?

No.

Hawkesbury City Council



18 Paper subdivision information

- 18.1 Is the land subject to a development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot?

No.

- 18.2 Is the land subject to a subdivision order?

No.

Note: Words and expressions used in this section have the same meaning as they have in Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19 Site verification certificates for biophysical strategic agricultural lands

Is the land subject to a current site verification certificate (biophysical strategic agricultural land), of which Council is aware?

No.

Note: A site verification certificate sets out the relevant State Government department Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20 Loose-fill asbestos insulation

Does the land contain any residential premises that is listed on the Loose-Fill Asbestos Insulation Register (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*)?

No.

21 Affected building notices and building product rectification orders

- 21.1 Is the land subject to an in force affected building notice (within the meaning of Part 4 of the *Building Products (Safety) Act 2017*), of which Council is aware?

No.

- 21.2 (a) Is the land subject to an in force affected building product rectification order (within the meaning of the *Building Products (Safety) Act 2017*) that has not been fully complied with?

No.

- (b) Is the land subject to a notice of intention to make a building product rectification order (within the meaning of the *Building Products (Safety) Act 2017*), of which Council is aware has been given, and that is outstanding?

No.

22 State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

Not Applicable

Hawkesbury City Council



Additional Matters

Certain prescribed matters under Section 59(2) of the *Contaminated Land Management Act 1997 (CLMA1997)*.

- a) Is the land significantly contaminated land within the meaning of the CLMA 1997?
No.
- b) Is the land subject to a management order within the meaning of the CLMA 1997?
No.
- c) Is the land subject to an approved voluntary management proposal within the meaning of the CLMA 1997?
No.
- d) Is the land subject to an ongoing maintenance order within the meaning of the CLMA 1997?
No.
- e) Is the land subject to a site audit statement within the meaning of the CLMA 1997?
No.

Enquiries

For any enquiries please contact Customer Service on (02) 4560 4444.

Chris Carloss

Authorised Officer | Hawkesbury City Council

☎ (02) 4587 7740 | 🌐 www.hawkesbury.nsw.gov.au

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Land Use Table Annexure

Hawkesbury Local Environment Plan 2012

Land Use Table

Note: A type of development referred to in the Land Use Table is a reference to that type of development only to the extent it is not regulated by an applicable State Environmental Planning Policy. Please refer to the State Environmental Planning Policies (SEPPs) and Sydney Regional Environmental Plans (SREPs) listed in Question 1.1 of the Planning Certificate to determine if additional permissibility's or prohibitions apply to development under these Policies.

Zone RU1 Primary Production

1. Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage agricultural activities that do not rely on highly fertile land.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.
- To promote the conservation and enhancement of local native vegetation including the habitat of threatened species, populations and ecological communities by encouraging development to occur in areas already cleared of vegetation.
- To ensure that development retains or enhances existing landscape values including a distinctive agricultural component.
- To ensure that development does not detract from the existing rural character or create unreasonable demands for the provision or extension of public amenities and services.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Extensive agriculture; Home occupations

3. Permitted with consent

Animal boarding or training establishments; Aquaculture; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Correctional centres; Crematoria; Dual occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Extractive industries; Farm buildings; Flood mitigation works; Food and drink premises; Forestry; Funeral homes; Health consulting rooms; Helipads; Heliports; Home-based child care; Home industries; Hospitals; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Landscaping material supplies; Moorings; Open cut mining; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Tourist and visitor accommodation; Truck depots; Veterinary hospitals; Water recreation structures; Water storage facilities

4. Prohibited

Any development not specified in item 2 or 3.

Zone RU2 Rural Landscape

Hawkesbury City Council



1. Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To maintain the rural landscape character of the land.
- To provide for a range of compatible land uses, including extensive agriculture.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses in the zone and land uses in adjoining zones.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.
- To ensure that development retains or enhances existing landscape values including a distinctive agricultural component.
- To preserve the river valley systems, scenic corridors, wooded ridges, escarpments, environmentally sensitive areas and other features of scenic quality.
- To ensure that development does not detract from the existing rural character or create unreasonable demands for the provision or extension of public amenities and services.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Extensive agriculture; Home occupations

3. Permitted with consent

Agriculture; Animal boarding or training establishments; Aquaculture; Boat sheds; Building identification signs; Business identification signs; Cemeteries; Charter and tourism boating facilities; Crematoria; Dual occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Funeral homes; Helipads; Home-based child care; Home industries; Jetties; Landscaping material supplies; Moorings; Places of public worship; Plant nurseries; Recreation areas; Restaurants or cafes; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Water recreation structures; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone RU4 Primary Production Small Lots

1. Objectives of zone

- To enable sustainable primary industry and other compatible land uses.
- To encourage and promote diversity and employment opportunities in relation to primary industry enterprises, particularly those that require smaller lots or that are more intensive in nature.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Extensive agriculture; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Aquaculture; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Farm buildings; Flood mitigation works; Food and drink premises; Home-based

Hawkesbury City Council



child care; Home industries; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Landscaping material supplies; Moorings; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural supplies; Rural workers' dwellings; Tourist and visitor accommodation; Veterinary hospitals; Water recreation structures; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone RU5 Village

1. Objectives of zone

- To provide for a range of land uses, services and facilities that are associated with a rural village.
- To maintain the rural character of the village and ensure buildings and works are designed to be in sympathy with the character of the village.
- To protect hilltops, ridge lines, river valleys, rural landscape and other local features of scenic significance.
- To ensure that development does not detract from the existing rural character or create unreasonable demands for the provision or extension of public amenities and services.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3. Permitted with consent

Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Flood mitigation works; Food and drink premises; Home-based child care; Home industries; Jetties; Landscaping material supplies; Moorings; Neighbourhood shops; Oyster aquaculture; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural supplies; Schools; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water recreation structures; Water storage facilities.

4. Prohibited

Pond-based aquaculture Any development not specified in item 2 or 3.

Zone R1 General Residential

1. Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations

3. Permitted with consent

Animal boarding or training establishments; Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Exhibition homes; Flood mitigation works; Group homes; Home-based child care; Home industries;

Hawkesbury City Council



Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential accommodation; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4. Prohibited

Rural workers' dwellings; Any other development not specified in item 2 or 3.

Zone R2 Low Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To protect the character of traditional residential development and streetscapes.
- To ensure that new development retains and enhances that character.
- To ensure that development is sympathetic to the natural environment and ecological processes of the area.
- To enable development for purposes other than residential only if it is compatible with the character of the living area and has a domestic scale.
- To ensure that water supply and sewage disposal on each resultant lot of a subdivision is provided to the satisfaction of the Council.
- To ensure that development does not create unreasonable demands for the provision or extension of public amenities or services.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Boarding houses; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Exhibition homes; Exhibition villages; Extensive agriculture; Farm buildings; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone R3 Medium Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide a wide range of housing choices in close proximity to commercial centres and railway stations.
- To ensure that development is sympathetic to the natural amenity and ecological processes of the area.

Hawkesbury City Council



- To ensure that development does not create unreasonable demands for the provision or extension of public amenities or services.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Environmental facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4 Prohibited

Pond-based aquaculture; Any development not specified in item 2 or 3.

Zone R5 Large Lot Residential

1 Objectives of zone

- To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality.
- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future.
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To provide primarily for low density residential housing and associated facilities.

2 Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3 Permitted with consent

Animal boarding or training establishments; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extensive agriculture; Farm buildings; Flood mitigation works; Home-based child care; Home industries; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4 Prohibited

Any development not specified in item 2 or 3.

Zone B1 Neighbourhood Centre

1 Objectives of zone

- To provide a range of small-scale retail, business and community uses that serve the needs of people who live or work in the surrounding neighbourhood.

Hawkesbury City Council



- To promote the development and expansion of business activities to meet the optimum employment and social needs of Hawkesbury.

2 Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3 Permitted with consent

Boarding houses; Business premises; Centre-based child care facilities; Community facilities; Home industries; Medical centres; Neighbourhood shops; Neighbourhood supermarkets; Oyster aquaculture; Respite day care centres; Roads; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4.

4 Prohibited

Airports; Airstrips; Biosolids treatment facilities; Boat building and repair facilities; Boat sheds; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Extensive agriculture; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Hostels; Industrial retail outlets; Industries; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Marinas; Moorings; Open cut mining; Pond-based aquaculture Recreation facilities (major); Research stations; Resource recovery facilities; Restricted premises; Rural industries; Rural workers' dwellings; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities.

Zone B2 Local Centre

1. Objectives of zone

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To promote the development and expansion of business activities to meet the optimum employment and social needs of Hawkesbury.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Home industries; Information and education facilities; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Any other development not specified in item 2 or 4.

4. Prohibited

Airports; Airstrips; Biosolids treatment facilities; Boat building and repair facilities; Boat sheds; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Extensive agriculture; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Home occupations (sex services); Hostels; Industrial retail outlets; Industries; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Marinas; Moorings; Open cut mining; Pond-based aquaculture Recreation facilities (major); Research stations; Resource recovery facilities; Rural industries; Rural workers' dwellings; Sewage treatment plants; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities.

Hawkesbury City Council



Zone B5 Business Development

1. Objectives of zone

- To enable a mix of business and warehouse uses, and specialised retail premises that require a large floor area, in locations that are close to, and that support the viability of, centres.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Centre-based child care facilities; Funeral homes; Garden centres; Hardware and building supplies; Landscaping material supplies; Neighbourhood shops; Oyster aquaculture; Passenger transport facilities; Respite day care centres; Roads; Specialised retail premises; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 4.

4. Prohibited

Airports; Airstrips; Amusement centres; Biosolids treatment facilities; Boat sheds; Business premises; Camping grounds; Car parks; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Exhibition homes; Exhibition villages; Farm buildings; Forestry; General industries; Hazardous storage establishments; Heavy industries; Highway service centres; Home businesses; Home-based child care; Home industries; Home occupations (sex services); Intensive livestock agriculture; Intensive plant agriculture; Jetties; Kiosks; Marinas; Markets; Moorings; Offensive storage establishments; Office premises; Pond-based aquaculture Recreation facilities (major); Research stations; Residential accommodation; Resource recovery facilities; Restricted premises; Roadside stalls; Sawmill or log processing works; Sewage treatment plants; Sex services premises; Shops; Tourist and visitor accommodation; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water storage facilities; Water treatment facilities; Wholesale supplies; Water recycling facilities.

Zone B6 Enterprise Corridor

1 Objectives of zone

- To promote businesses along main roads and to encourage a mix of compatible uses.
- To provide a range of employment uses (including business, office, retail and light industrial uses).
- To maintain the economic strength of centres by limiting retailing activity.

2 Permitted without consent

Environmental protection works; Home occupations.

3 Permitted with consent

Business premises; Community facilities; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Landscaping material supplies; Light industries; Neighbourhood shops; Oyster aquaculture; Passenger transport facilities; Plant nurseries; Roads; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 4.

4 Prohibited

Airports; Airstrips; Backpackers' accommodation; Bed and breakfast accommodation; Biosolids treatment facilities; Boat building and repair facilities; Boat sheds; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Extensive agriculture; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; General industries; Heavy industrial storage establishments; Heavy industries; Highway service centres;

Hawkesbury City Council



Home-based child care; Home occupations (sex services); Intensive livestock agriculture; Intensive plant agriculture; Jetties; Marinas; Markets; Moorings; Open cut mining; Pond-based aquaculture Recreation facilities (major); Research stations; Residential accommodation; Resource recovery facilities; Roadside stalls; Rural industries; Sewage treatment plants; Sex services premises; Shops; Storage premises; Transport depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water storage facilities; Water treatment facilities.

Zone IN1 General Industrial

1 Objectives of zone

- To provide a wide range of industrial and warehouse land uses.
- To encourage employment opportunities.
- To minimise any adverse effect of industry on other land uses.
- To support and protect industrial land for industrial uses.
- To allow commercial development for:
 - (a) uses ancillary to the main use of land in the zone, and
 - (b) the day-to-day needs of the occupants and employees of the surrounding industrial area.
- To ensure that industrial development creates areas that are pleasant to work in and safe and efficient in terms of transportation, land utilisation and services distribution.

2 Permitted without consent

Environmental protection works; Home occupations.

2 Permitted with consent

Depots; Freight transport facilities; Funeral homes; Garden centres; General industries; Hardware and building supplies; Health consulting rooms; Hospitals; Industrial training facilities; Light industries; Neighbourhood shops; Oyster aquaculture; Places of public worship; Roads; Tank-based aquaculture; Warehouse or distributions centres; Any other development not specified in item 2 or 4.

4 Prohibited

Airports; Airstrips; Amusement centres; Boat sheds; Business premises; Camping grounds; Car parks; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Educational establishments; Exhibition homes; Exhibition villages; Farm buildings; Forestry; Hazardous storage establishments; Health services facilities; Highway service centres; Home-based child care; Home businesses; Home occupations (sex services); Intensive livestock agriculture; Intensive plant agriculture; Jetties; Kiosks; Marinas; Markets; Moorings; Offensive storage establishments; Office premises; Pond-based aquaculture Recreation facilities (major); Research stations; Residential accommodation; Restricted premises; Roadside stalls; Sex services premises; Shops; Specialised retail premises; Tourist and visitor accommodation; Water recreation structures; Wholesale supplies.

Zone IN2 Light Industrial

1 Objectives of zone

- To provide a wide range of light industrial, warehouse and related land uses.
- To encourage employment opportunities and to support the viability of centres.
- To minimise any adverse effect of industry on other land uses.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area.
- To support and protect industrial land for industrial uses.
- To ensure that industrial development creates areas that are pleasant to work in and safe and efficient in terms of transportation, land utilisation and services distribution

2 Permitted without consent

Environmental protection works; Home occupations.

3 Permitted with consent

Hawkesbury City Council



Depots; Funeral homes; Garden centres; Hardware and building supplies; Health consulting rooms; Hospitals; Industrial training facilities; Light industries; Neighbourhood shops; Oyster aquaculture; Places of public worship; Roads; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 4.

4 Prohibited

Airports; Airstrips; Amusement centres; Biosolids treatment facilities; Boat sheds; Business premises; Camping grounds; Car parks; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Educational establishments; Exhibition homes; Exhibition villages; Farm buildings; Forestry; General industries; Hazardous storage establishments; Health services facilities; Heavy industries; Highway service centres; Home-based child care; Home businesses; Home occupations (sex services); Intensive livestock agriculture; Intensive plant agriculture; Jetties; Kiosks; Marinas; Markets; Moorings; Offensive storage establishments; Office premises; Pond-based aquaculture Recreation facilities (major); Research stations; Residential accommodation; Resource recovery facilities; Restricted premises; Roadside stalls; Sawmill or log processing works; Sewage treatment plants; Sex services premises; Shops; Specialised retail premises; Tourist and visitor accommodation; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wholesale supplies.

Zone SP1 Special Activities

1 Objectives of zone

- To provide for special land uses that are not provided for in other zones.
- To provide for sites with special natural characteristics that are not provided for in other zones.
- To facilitate development that is in keeping with the special characteristics of the site or its existing or intended special use, and that minimises any adverse impacts on surrounding land.

2 Permitted without consent

Environmental protection works; Home occupations.

3 Permitted with consent

Aquaculture; Roads; The purpose shown on the Land Zoning Map (www.legislation.nsw.gov.au/#/view/EPI/2012/470/maps), including any development that is ordinarily incidental or ancillary to development for that purpose.

4 Prohibited

Any development not specified in item 2 or 3.

Zone SP2 Infrastructure

1 Objectives of zone

- To provide for infrastructure and related uses.
- To prevent development that is not compatible with or that may detract from the provision of infrastructure.

2 Permitted without consent

Environmental protection works; Home occupations.

3 Permitted with consent

Aquaculture; Roads; The purpose shown on the Land Zoning Map (www.legislation.nsw.gov.au/#/view/EPI/2012/470/partlanduseta/include16), including any development that is ordinarily incidental or ancillary to development for that purpose.

Hawkesbury City Council



4 Prohibited

Any development not specified in item 2 or 3.

Zone RE1 Public Recreation

1 Objectives of zone

- To enable land to be used for public open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.
- To protect and enhance the natural environment for environmental purposes.
- To restrict development on land required for future open space purposes.

2 Permitted without consent

Environmental protection works.

3 Permitted with consent

Aquaculture; Boat sheds; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Environmental facilities; Extensive agriculture; Farm buildings; Flood mitigation works; Food and drink premises; Forestry; Helipads; Information and education facilities; Jetties; Kiosks; Markets; Moorings; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Roads; Signage; Water recreation structures; Water storage facilities.

4 Prohibited

Any development not specified in item 2 or 3.

Zone RE2 Private Recreation

1 Objectives of zone

- To enable land to be used for private open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.

2 Permitted without consent

Environmental protection works.

3 Permitted with consent

Aquaculture; Boat sheds; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Environmental facilities; Extensive agriculture; Farm buildings; Flood mitigation works; Food and drink premises; Helipads; Information and education facilities; Jetties; Kiosks; Markets; Moorings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Signage; Water recreation structures; Water storage facilities.

4 Prohibited

Any development not specified in item 2 or 3.

Zone E1 National Parks and Nature Reserves

1 Objectives of zone

Hawkesbury City Council



- To enable the management and appropriate use of land that is reserved under the *National Parks and Wildlife Act 1974* (www.legislation.nsw.gov.au/#/view/act/1974/80) or that is acquired under Part 11 of that Act.
- To enable uses authorised under the *National Parks and Wildlife Act 1974* (www.legislation.nsw.gov.au/#/view/act/1974/80).
- To identify land that is to be reserved under the *National Parks and Wildlife Act 1974* (www.legislation.nsw.gov.au/#/view/act/1974/80) and to protect the environmental significance of that land.

2 Permitted without consent

Uses authorised under the *National Parks and Wildlife Act 1974* (www.legislation.nsw.gov.au/#/view/act/1974/80).

3 Permitted with consent

Nil.

4 Prohibited

Any development not specified in item 2 or 3.

Zone E2 Environmental Conservation

1 Objectives of zone

- To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.
- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.
- To protect wetland areas from development that could adversely affect their preservation and conservation.
- To preserve wetland areas as habitats for indigenous and migratory wildlife.

2 Permitted without consent

Nil.

3 Permitted with consent

Environmental facilities; Environmental protection works; Flood mitigation works; Oyster aquaculture
Recreation areas; Roads; Water storage facilities.

4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Pond-based aquaculture; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Zone E3 Environmental Management

1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To protect varieties of wildlife and their associated habitats and corridors.
- To retain the visual and scenic qualities of the escarpment ridges and foot slopes.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.

Hawkesbury City Council



2 Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3 Permitted with consent

Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Correctional centres; Dual occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Extensive agriculture; Farm buildings; Flood mitigation works; Health consulting rooms; Helipads; Home-based child care; Home industries; Hospitals; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4 Prohibited

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Zone E4 Environmental Living

1 Objectives of zone

- To provide for low-impact residential development in areas with special ecological, scientific or aesthetic values.
- To ensure that residential development does not have an adverse effect on those values.
- To restrict development on land that is inappropriate for development because of its physical characteristics or bushfire risk.
- To ensure that land uses are compatible with existing infrastructure, services and facilities and with the environmental capabilities of the land.
- To encourage existing sustainable agricultural activities.
- To ensure that development does not create or contribute to rural land use conflicts.
- To promote the conservation and enhancement of local native vegetation, including the habitat of threatened species, populations and ecological communities by encouraging development to occur in areas already cleared of vegetation.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.

2 Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Extensive agriculture; Home occupations.

3 Permitted with consent

Animal boarding or training establishments; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Farm buildings; Flood mitigation works; Food and drink premises; Forestry; Health consulting rooms; Helipads; Heliports; Home-based child care; Home industries; Hospitals; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Landscaping material supplies; Moorings; Oyster aquaculture; Passenger transport facilities; Places of public worship; Plant nurseries; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural supplies; Rural workers' dwellings; Sawmill or log processing works; Stock and sale yards; Tank-based aquaculture; Tourist and visitor accommodation; Transport depots; Truck depots; Veterinary hospitals; Water recreation structures; Water storage facilities.

Hawkesbury City Council



4 Prohibited

Industries; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Zone W1 Natural Waterways

1 Objectives of zone

- To protect the ecological and scenic values of natural waterways.
- To prevent development that would have an adverse effect on the natural values of waterways in this zone.
- To provide for sustainable fishing industries and recreational fishing.

2 Permitted without consent

Nil.

3 Permitted with consent

Aquaculture; Environmental facilities; Environmental protection works; Flood mitigation works; Jetties; Moorings; Water recreation structures.

4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Zone W2 Recreational Waterways

1 Objectives of zone

- To protect the ecological, scenic and recreation values of recreational waterways.
- To allow for water-based recreation and related uses.
- To provide for sustainable fishing industries and recreational fishing.

2 Permitted without consent

Nil.

3 Permitted with consent

Aquaculture; Boat sheds; Building identification signs; Business identification signs; Charter and tourism boating facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Jetties; Kiosks; Marinas; Moorings; Mooring pens; Recreation areas; Recreation facilities (outdoor); Water recreation structures.

4 Prohibited

Industries; Multi dwelling housing; Residential flat buildings; Seniors housing; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Hawkesbury City Council

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Email: council@hawkesbury.nsw.gov.au

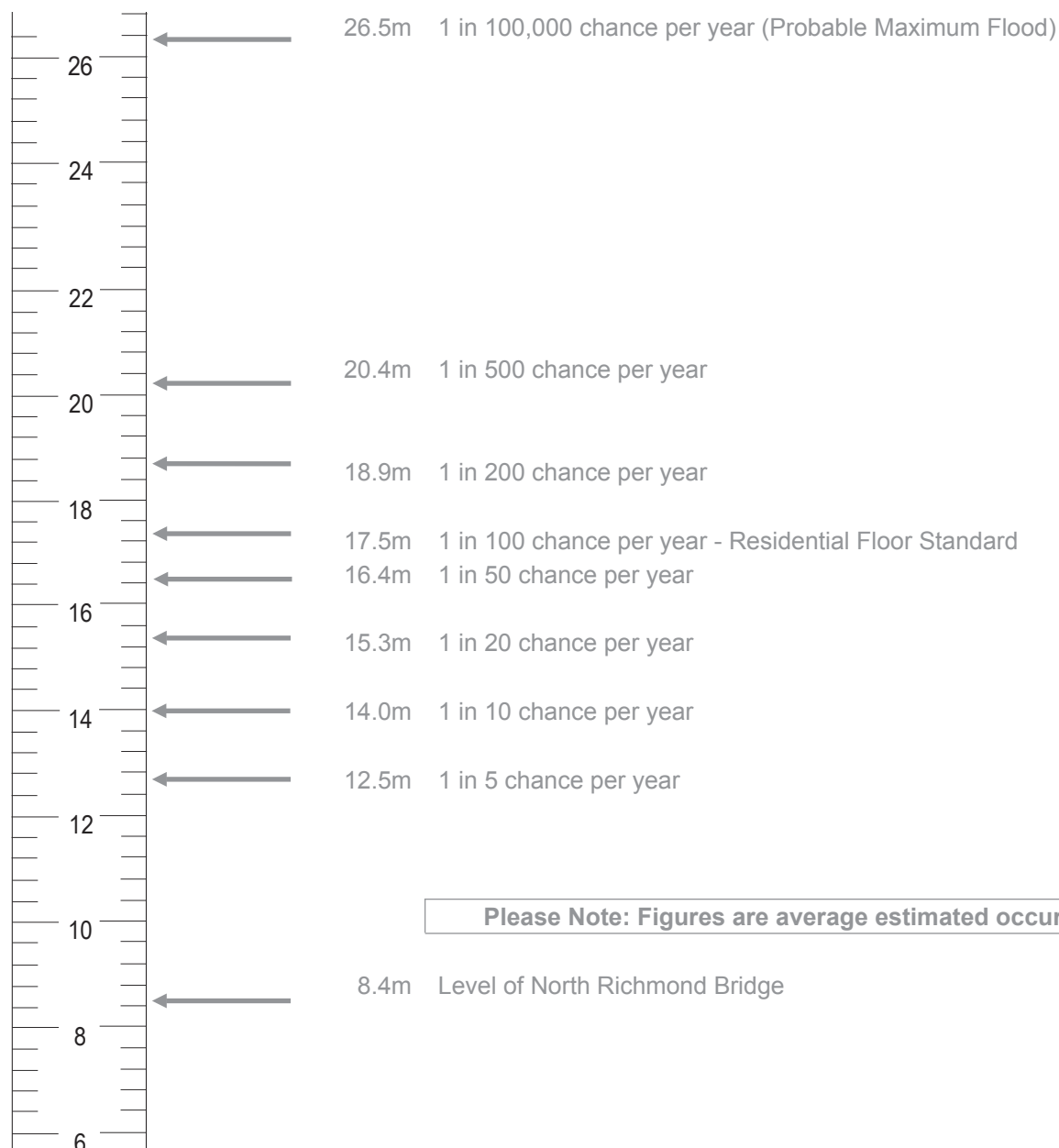


Flood Awareness - City of Hawkesbury

North Richmond

Please note that there is a risk of flooding above Council's residential floor height control. The table below indicates levels to Australian Height Datum (above sea level) for estimated flooding probabilities and historical flood peaks.

Flood chance of occurrence per year and historical floods



Please Note: Figures are average estimated occurrences

Flood heights obtained from *Engineering Studies to Modify Flood Behaviour*, September 1997, prepared by Webb, McKeown & Associates Pty Ltd for the Hawkesbury-Nepean Floodplain Management Strategy Steering Committee. Flood heights reproduced in Table: 2.3 Design Flood Levels of the Hawkesbury *Floodplain Risk Management Study and Plan*, December 2012, prepared by Bewsher Consulting Pty Ltd for Hawkesbury City Council.

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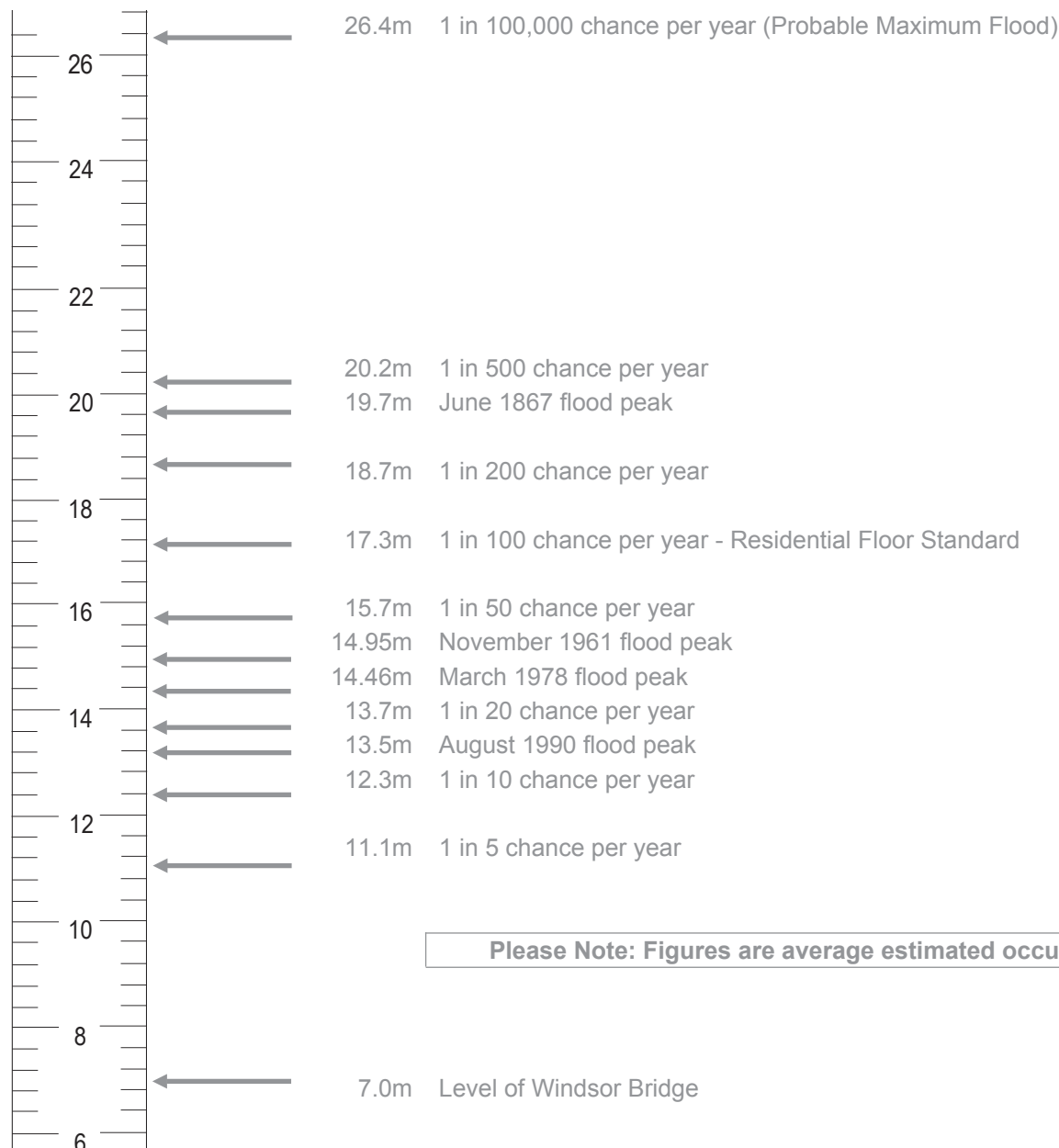


Flood Awareness - City of Hawkesbury

Windsor

Please note that there is a risk of flooding above Council's residential floor height control. The table below indicates levels to Australian Height Datum (above sea level) for estimated flooding probabilities and historical flood peaks.

Flood chance of occurrence per year and historical floods



Please Note: Figures are average estimated occurrences

Flood heights obtained from *Engineering Studies to Modify Flood Behaviour*, September 1997, prepared by Webb, McKeown & Associates Pty Ltd for the Hawkesbury-Nepean Floodplain Management Strategy Steering Committee. Flood heights reproduced in Table: 2.3 Design Flood Levels of the Hawkesbury *Floodplain Risk Management Study and Plan*, December 2012, prepared by Bewsher Consulting Pty Ltd for Hawkesbury City Council.



Application: **10244605**
Your Ref: 19-0178

28 August 2019

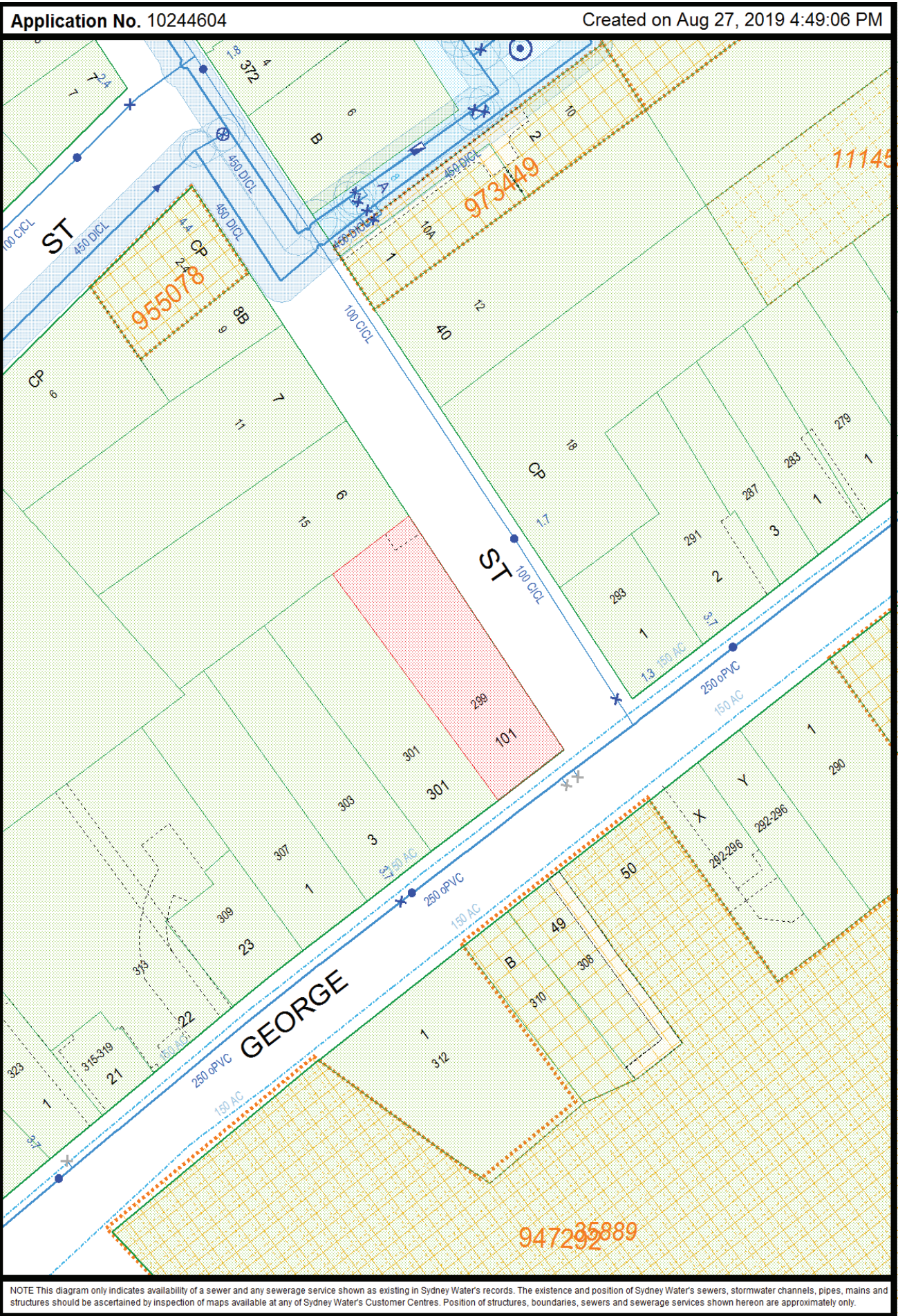
Property details: 299 George St, South Windsor NSW 2756
LOT 101 DP 853132

We refer to your application for a copy of a Sewerage Service Diagram in respect of the above property and would advise that a sewerage service diagram is not available.

The fee paid by you has been applied to the cost of searching Sydney Water's records and a refund will not be issued.

Yours sincerely

Customer Property Services
Customer Services



Form: 07L
Licence: 05-11-667
Licensee: Softdocs
HWL Ebsworth

LEASE
New South Wales
Real Property Act 1900



AM838295B

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

Certificate of title folio identifier 101/853132 PART being Office 1, Ground Floor, 299 George Street, Windsor NSW

(B) LODGED BY

Document
Collection
Box

432S

Name, Address or DX, Telephone and Facsimile (if any) Agent Number if any

JENNERS
123301W Title Searching Co.
D.X. 779

Reference (optional): HS - ANDROSE

CODE

L

(C) LESSOR

ANDROSE PTY LTD ACN 001 007 647

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

COMMONWEALTH OF AUSTRALIA (REPRESENTED BY MINISTERIAL AND PARLIAMENTARY SERVICES, BUSINESS ENABLING SERVICES GROUP OF THE DEPARTMENT OF FINANCE)

(F)

TENANCY:

(G) 1. TERM Four (4) years

2. **COMMENCING DATE** 1 May 2017

3. **TERMINATING DATE** 30 April 2021

4. With an **OPTION TO RENEW** for a period of two (2) further terms of three (3) years each set out in clause 5 of Annexure A

5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.

6. Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.

7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.

8. Incorporates the provisions set out in N.A.
No. N.A.

9. The **RENT** is set out in item 10 of Annexure A

Form: 07L

DATE 23 / 10 / 2017

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: ANDROSE PTY LTD ACN 001 007 647

Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person: SEE EXECUTION PAGE 64

Name of authorised person:

Name of authorised person:

Office held:

Office held:

Note: where applicable, the lessor must complete the statutory declaration below

I certify I am an eligible witness and that the lessee signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness:

Signature of lessee: SEE EXECUTION PAGE 65

Name of witness:

Address of witness:

(I) STATUTORY DECLARATION *

I,

solemnly and sincerely declare that -

1. The time for the exercise of option to renew/purchase in expired lease No. has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900 and I certify this lease correct for the purposes of the Real Property Act 1900.

Made and subscribed at in the State of New South Wales on

in the presence of of

☐ Justice of the Peace (J.P. Number) ☐ Practising Solicitor

☐ Other qualified witness [specify]

** who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person has a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was [Omit ID No.]

Signature of witness: Signature of applicant:

As the services of a qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment. ** If made outside NSW, cross out witness certification. If made in NSW, cross out the text which does not apply.

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

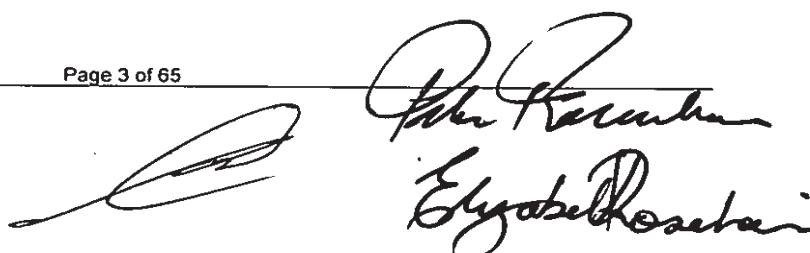
Page 2 of 65

Number additional pages sequentially

This and the following 62 pages is Annexure A of the Lease from Androse Pty Ltd ACN 001 007 647 to Commonwealth of Australia (represented by Ministerial and Parliamentary Services, Business Enabling Services Group of the Department of Finance).

Contents

CHAPTER 1.	INTRODUCTION	9
1.	Parties	9
1.1.	Parties to this Lease	9
2.	Agreed terms	9
2.1.	Terms of this Lease	9
3.	Parties dealings with each other	9
3.1.	Acting co-operatively and reasonably	9
CHAPTER 2.	GRANT OF LEASE, USE AND ASSOCIATED RIGHTS	10
4.	Grant of Lease	10
4.1.	Lease of the Premises	10
5.	Option to renew the Lease	10
5.1.	Tenant's option to renew	10
6.	Holding over	10
6.1.	Holding over rights	10
7.	The Landlord's reserved rights	11
7.1.	Landlord may pass Services	11
8.	Measurement	11
8.1.	Measuring the Premises or the Building	11
8.2.	Not Used	11
9.	Quiet enjoyment and diminishing of rights	11
9.1.	Tenant entitled to quiet enjoyment	11
9.2.	Landlord will not diminish Tenant's rights	11
10.	Use of Premises	11
10.1.	Tenant to use Premises for Permitted Use	11
11.	Rights of access and use	12
11.1.	Tenant entitled to unrestricted access and use	12



12.	Landlord's rights to inspect and enter	12
	12.1. Landlord able to enter	12
	12.2. Landlord's rights in an emergency	12
	12.3. Landlord's duties on entering	13
13.	Alterations and Fittings	13
	13.1. Landlord's consent to Tenant's Alterations	13
	13.2. Tenant to do work properly	13
	13.3. Ownership and maintenance of Tenant's Fittings and Tenant's Alterations	13
14.	Directory boards and signs	13
	14.1. Landlord to provide directory boards	13
	14.2. Tenant may affix signs	14
	14.3. Tenant may install flag pole	14
15.	Car parking	14
	15.1. Use of Car Parking Bays	14
16.	Compliance with Requirements	14
	16.1. Tenant's duty to comply	14
	16.2. Landlord's duty to comply	14
17.	Rules	14
	17.1. When does this clause apply	14
	17.2. Parties to comply with Rules	14
	17.3. Landlord may amend Rules	15
	17.4. Landlord may introduce Rules	15
CHAPTER 3. FINANCIAL OBLIGATIONS		16
18.	GST	16
19.	Rent	16
	19.1. Amount and payment of Rent	16
20.	Rent review	16
	20.1. Rent review	16
21.	Payment of interest	17
	21.1. No interest payable	17
	21.2. Payment obligations	17
22.	Directory board costs	17
	22.1. Landlord to pay directory board costs	17
23.	Cost of operating Services	17
	23.1. Landlord to pay for operation of Services	17

MAPS NATIONAL LEASE (SEPTEMBER 2016)
 Market Version

24.	Cost of consumption of utilities	17
	24.1. Tenant to pay for consumption and use on Premises	17
25.	Rates, taxes and outgoings	18
	25.1. Landlord to pay rates, taxes and outgoings	18
	25.2. Failure by Landlord to pay rates, taxes and outgoings	18
26.	Payment of outgoings by Tenant	18
	26.1. Gross Lease	18
27.	Costs of Lease	18
	27.1. Parties bear own costs	18
	27.2. Tenant pays registration fees	18
28.	Landlord responsibilities for loss or damage where the Premises are unfit	18
	28.1. Landlord's responsibilities for unfitness	18
29.	Not Used	19
	29.1. Not Used	19
CHAPTER 4. BUILDING SERVICES, CONDITION, REPAIR AND MAINTENANCE		20
30.	Tenant's obligations to maintain and repair	20
	30.1. Tenant's duties	20
	30.2. Tenant's cleaning obligations	21
31.	Warranty of fitness	21
	31.1. Landlord's warranties	21
32.	Landlord's obligation to maintain and repair	21
	32.1. Landlord's duties to repair, maintain and operate	21
	32.2. Landlord to remedy defects	22
33.	Metering for electricity and water	22
34.	Landlord's obligations to clean	22
	34.1. Landlord's cleaning obligations	22
	34.2. Failure by Landlord to clean	22
35.	Repainting, recarpeting, maintenance and service contracts	23
	35.1. Landlord to repaint and replace floor coverings	23
	35.2. Tenant to uplift non fixtures	23
	35.3. Tenant has no obligation to uplift fixtures	23
	35.4. When Landlord should perform work	23
	35.5. Landlord to replace specified items	24
	35.6. Not Used	24
	35.7. Not Used	24

MAPS NATIONAL LEASE (SEPTEMBER 2016)
 Market Version

35.8. Tenant may rectify Landlord's repair failure	24
36. Health and safety	24
36.1. Landlord's warranties	24
36.2. Treatment of Hazardous Chemicals and Hazardous Disease	25
36.3. Landlord to provide information, consultation, co-operation and co-ordination	25
37. Air-conditioning and other Services	26
37.1. Landlord to provide and operate Services	26
37.2. Landlord to provide after hours Services	26
38. Premises unfit for use and occupation	26
38.1. Circumstances giving rise to unfitness	26
38.2. Tenant's rights if Premises unfit	27
38.3. Landlord's right to terminate Lease	28
38.4. Tenant's act or omission	28
39. Termination under this Chapter	28
39.1. Rights on termination	28
CHAPTER 5. LEASE END OBLIGATIONS	30
40. Deliver up at Lease end	30
40.1. Tenant delivers up Premises	30
40.2. Removal of signs	30
40.3. Fittings and Tenant's Alterations at Lease end	30
40.4. Tenant not obliged to make good	30
CHAPTER 6. RISK AND INSURANCE	31
41. Indemnity by Tenant	31
41.1. Indemnity	31
42. Landlord to insure	31
42.1. Landlord's insurance responsibilities	31
42.2. Form of insurance	31
42.3. Landlord's warranties about insurance	32
42.4. Landlord to provide currency of insurance	32
42.5. Application of insurance proceeds	32
42.6. Tenant not to void Landlord's insurance	32
42.7. Limitation on Tenant's obligations	33
CHAPTER 7. DEALINGS WITH LEASE	34
43. Federal Electorate Requirements	34
43.1. Termination Arrangements	34

MAPS NATIONAL LEASE (SEPTEMBER 2016)
 Market Version

44.	Assignment and subletting	35
44.1.	Consent to assignment and subletting	35
44.2.	Information to be given on assignment	35
44.3.	Landlord to give consent to assignment	35
44.4.	Information to be given on subletting	35
44.5.	Landlord to give consent to subletting	36
44.6.	What are Landlord's reasonable costs	36
45.	Consent of mortgagee	36
45.1.	Landlord to obtain consent of mortgagee	36
CHAPTER 8. BREACH OR DISPUTE		37
46.	Default and termination	37
46.1.	What the Landlord may do if Tenant defaults	37
46.2.	What the Tenant may do if Landlord defaults	37
47.	Resolution of disputes	37
47.1.	Process to resolve disputes	37
CHAPTER 9. GENERAL PROVISIONS		39
48.	Interpreting this Lease	39
48.1.	Definitions	39
48.2.	Interpretation	44
48.3.	Performance of Lease	45
48.4.	Applicable Law	46
48.5.	Entire Agreement	46
48.6.	Consents and approvals	46
48.7.	When things can be done	46
48.8.	Waiver and variation	46
48.9.	Time for compliance	47
48.10.	Sale and Power of Attorney	47
48.11.	Confidentiality	47
48.12.	Notices	47
48.13.	Notices on Change of Landlord	48
Schedule 1 Particulars		49
Schedule 2 Rules		53
Schedule 3 Plan or Plans of Premises		54
Schedule 4 Plan of Car Parking Bays		55
Schedule 5 Car Park Licence		56
Schedule 6 Rent Determination for First Rent Period of Option Term		57
Schedule 7 Valuation Rules		59
Schedule 8 Performance Standards		61

Schedule 9 Additional Provisions	62
SIGNING PAGE	64

CHAPTER 1. INTRODUCTION

Date

This Lease is dated on the day specified in the signing page.

1. Parties

1.1. Parties to this Lease

1.1.1. This Lease is made between and binds the following parties:

- a. the Party described as the Landlord in Item 1
- and
- b. the Party described as the Tenant in Item 2.

2. Agreed terms

2.1. Terms of this Lease

2.1.1. The Parties agree to the terms contained in this Lease.

2.1.2. This Lease is made up of the Chapters, the Schedules and any applicable registration forms.

3. Parties dealings with each other

3.1. Acting co-operatively and reasonably

3.1.1. The Parties agree that in relation to this Lease they will act co-operatively and reasonably.

CHAPTER 2. GRANT OF LEASE, USE AND ASSOCIATED RIGHTS

4. Grant of Lease

4.1. Lease of the Premises

- 4.1.1. The Landlord leases the Premises to the Tenant for the Term in accordance with the terms of this Lease.

5. Option to renew the Lease

5.1. Tenant's option to renew

- 5.1.1. If:
- a. an Option Term is set out in Item 16;
 - b. the Tenant wishes to lease the Premises for that Option Term;
 - c. the Tenant gives an Option Notice to the Landlord not less than 3 months prior to the expiry of the Term; and
 - d. when the Tenant gives the Option Notice:
 - i. it is not in breach of this Lease; or
 - ii. any Prior Breach has either been waived or rectified or, in the case of a negative covenant, has been discontinued

then the Landlord agrees to grant to the Tenant an Option Lease of the Premises for the Option Term on the same terms contained in this Lease except that:

- i. the Rent for first year of the Option Term will be the amount agreed between the Parties or failing agreement within 3 months after the commencement of the Option Term, an amount determined in accordance with Schedule 6 and Schedule 7;
- ii. this clause 5 will be omitted unless Item 16 refers to a further Option Term after that for which the Option Lease is being granted;
- iii. the Review Dates in the Option Term will be those set out in Item 18; and
- iv. any other consequential amendments to the Items will be made as appropriate.

6. Holding over

6.1. Holding over rights

- 6.1.1. If the Tenant continues to occupy the Premises after the expiry of the Term without the Landlord demanding possession, the Tenant holds the Premises under a monthly tenancy which:

- a. can be terminated at any time by either Party giving to the other Party no less than 1 month's Notice (which Notice may expire at any time); and
- b. is at the same Rent and on the same terms as are contained in this Lease so far as they can be applied to a monthly tenancy.

7. The Landlord's reserved rights

7.1. Landlord may pass Services

- 7.1.1. The Landlord may pass Services through the Premises with the consent of the Tenant but in doing so there must be no interference with the Tenant's occupation and use of the Premises.

8. Measurement

8.1. Measuring the Premises or the Building

- 8.1.1. If the area of the Premises or the Building needs to be ascertained for any reason, it will be measured by the Landlord in accordance with the method of measurement for the measurement of the net lettable area set out in Section 3 of the *Property Council of Australia Method of Measurement for Lettable Area of March 1997* (as amended from time to time).

8.2. Not Used

9. Quiet enjoyment and diminishing of rights

9.1. Tenant entitled to quiet enjoyment

- 9.1.1. The Tenant is entitled to quiet enjoyment of the Premises without any interruption or disturbance from the Landlord or any person lawfully claiming through or under the Landlord.
- 9.1.2. Without limiting any rights of the Tenant, if there is a breach of clause 9.1.1 the Landlord agrees to use its best endeavours to bring the interruption or disturbance to an end as quickly as possible.

9.2. Landlord will not diminish Tenant's rights

- 9.2.1. The Landlord agrees not to derogate from the grant of this Lease despite any other provision of this Lease.

10. Use of Premises

10.1. Tenant to use Premises for Permitted Use

- 10.1.1. The Tenant is entitled to use the Premises for the Permitted Use and any use reasonably incidental to the Permitted Use.

11. Rights of access and use

11.1. Tenant entitled to unrestricted access and use

- 11.1.1. The Tenant is entitled to unrestricted access to the Premises and the Common Areas.

12. Landlord's rights to inspect and enter

12.1. Landlord able to enter

- 12.1.1. The Landlord may enter the Premises at any reasonable time for the purposes set out in clause 12.1.2 if it has given the Tenant prior reasonable Notice. When entering the Premises the Landlord must be accompanied by a person appointed by the Tenant (if the Tenant requires).

- 12.1.2. The purposes for which the Landlord may enter the Premises under clause 12.1.1 are to:

- a. inspect the state of repair of the Premises not more often than once every 6 months;
- b. re-inspect the Premises where, following an inspection under clause 12.1.2.a, Notice has been served which properly requires the Tenant to effect a repair; or
- c. carry out repairs, maintenance or alteration of the Premises or the Building if the work:
 - i. is maintenance or repair for which the Tenant is liable under this Lease but which the Tenant has failed to carry out in accordance with a Notice referred to in clause 12.1.2.b;
 - ii. is necessary to comply with the Landlord's obligations to maintain or repair under this Lease;
 - iii. is required by Law to be done; or
 - iv. is required to be done for the safety of the Premises or the Building or the occupants of the Premises or the Building.

12.2. Landlord's rights in an emergency

- 12.2.1. If there is an emergency, the Landlord may enter the Premises:

- a. at any time;
- b. without giving Notice if it is impracticable to give Notice; and
- c. unaccompanied

to ascertain and if necessary remedy the cause or limit the effect of the emergency.

- 12.2.2. The Landlord agrees to inform the Tenant promptly in writing of any entry effected under clause 12.2.1.

12.3. Landlord's duties on entering

12.3.1. In exercising its rights of entry under this clause 12, the Landlord agrees:

- a. not to cause undue interference to the occupation, use or enjoyment of the Premises by the Tenant;
- b. to comply with all Laws and Requirements, and any security and work health and safety requirements of the Tenant;
- c. to use its best endeavours to avoid causing damage to the Premises or the Tenant;
- d. to make good immediately all damage caused to the Premises or the Tenant arising from the exercise of those rights; and
- e. to indemnify and keep indemnified the Tenant from and against all Claims in any way resulting from the exercise of those rights (except to the extent that Claims are caused by the Tenant).

13. Alterations and Fittings

13.1. Landlord's consent to Tenant's Alterations

- 13.1.1. The Tenant agrees not to undertake any Tenant's Alterations without the Landlord's prior consent.
- 13.1.2. If the Tenant requests the Landlord's consent to any Tenant's Alterations, the Tenant agrees to provide reasonably detailed plans and specifications of the proposed Tenant's Alterations at the time of the request.

13.2. Tenant to do work properly

- 13.2.1. In addition to obtaining the Landlord's consent under clause 13.1, the Tenant agrees that in undertaking the Tenant's Alterations it:
- a. will comply with any applicable Laws or Requirements; and
 - b. will arrange for the Tenant's Alterations to be performed in a proper and workmanlike manner and consistent with the general standards of the Building reasonably notified by the Landlord prior to the undertaking of the Tenant's Alterations (if any).

13.3. Ownership and maintenance of Tenant's Fittings and Tenant's Alterations

- 13.3.1. The Tenant owns all Fittings installed by the Tenant and the Tenant's Alterations.

14. Directory boards and signs

14.1. Landlord to provide directory boards

- 14.1.1. Without limiting any other of its obligations, the Landlord agrees to provide and maintain all signage in the Building (including the Premises) relating to exit signs, emergency access and egress and floor loadings in compliance with all Laws,

Requirements, the Performance Standards in Schedule 8 and applicable Australian Standards.

14.2. Tenant may affix signs

14.2.1. Provided that the Tenant has obtained all relevant approvals from any relevant Authority (if any), the Tenant may affix a sign, advertisement or notice within the Premises whether visible from outside the Building or not and, with the Landlord's prior consent, outside the Building.

14.3. Tenant may install flag pole

14.3.1. The Tenant may install a flagpole at its own cost on the exterior of the Premises or the Building with the Landlord's prior consent.

14.3.2. At the expiry or termination of this Lease or any holding over, the Tenant must remove the flagpole if the Landlord has imposed that obligation as a condition of its consent.

15. Car parking

15.1. Use of Car Parking Bays

15.1.1. The Tenant is entitled to the use of the Car Parking Bays on the terms contained in Schedule 5.

16. Compliance with Requirements

16.1. Tenant's duty to comply

16.1.1. The Tenant agrees to comply with all Laws and Requirements relating to the use of the Premises:

- a. to the extent that the Tenant is bound by a Law or Requirement; and
- b. provided the Tenant is not required to effect structural alterations or additions to the Premises, install, alter or add to equipment in the Premises.

16.2. Landlord's duty to comply

16.2.1. Subject to clause 16.1, the Landlord agrees to comply with all Laws and Requirements relating to the Premises, the Building and the Land.

17. Rules

17.1. When does this clause apply

17.1.1. This clause applies if Rules are specified in Schedule 2.

17.2. Parties to comply with Rules

17.2.1. The Landlord and the Tenant agree to observe the Rules, provided the Rules are not inconsistent with the rest of the terms and conditions of the Lease.

17.3. Landlord may amend Rules

17.3.1. The Landlord may amend the Rules if:

- a. the amendment is reasonably necessary for the safety, care and cleanliness of the Building or for the preservation of good order in the Building;
- b. the amendment is not inconsistent with the Tenant's rights in this Lease;
- c. the amendment is notified to the Tenant at least 20 Working Days prior to taking effect;
- d. the Landlord has taken into account the Tenant's comments in determining the final form of the amendment;
- e. the amendment is not a variation of a covenant of this Lease; and
- f. the Tenant's cost of compliance with the Rules does not increase substantially.

17.4. Landlord may introduce Rules

17.4.1. If no Rules are set out in Schedule 2, the Landlord may introduce Rules provided that the proposed Rules comply with the requirements of clause 17.3.

CHAPTER 3. FINANCIAL OBLIGATIONS

18. GST

- 18.1.1. Unless otherwise indicated, all consideration for any supply made under this Lease is exclusive of any GST imposed on the supply.
- 18.1.2. Subject to this clause 18, if one Party (**Supplier**) makes a taxable supply under this Lease to the other Party (**Recipient**), the Recipient on receipt of a tax invoice from the Supplier must pay without setoff an additional amount to the Supplier equal to the GST imposed on the supply in question.
- 18.1.3. Terms used in this clause 18 which are defined in the GST law have the meaning attributed to them in the GST law.
- 18.1.4. No Party may claim or retain from the other Party any amount in relation to a supply made under this Lease for which the first Party can obtain an input tax credit or decreasing adjustment.

19. Rent

19.1. Amount and payment of Rent

- 19.1.1. The Tenant agrees:
- a. to pay the Rent by equal monthly instalments in advance on the first day of each month;
 - b. to pay the first instalment of Rent on the Rent Commencement Date;
 - c. if necessary, to pay the first and last instalments of Rent apportioned on a daily basis; and
 - d. to pay all instalments of Rent to the person and at the place specified in Item 11 or as otherwise contained in a Notice from the Landlord to the Tenant.
- 19.1.2. Despite any other provisions of this Lease, the Landlord is not entitled to require payments from the Tenant to be effected by direct debit. The Tenant may make Rent and other payments under this Lease by cheque or electronic funds transfer.

20. Rent review

20.1. Rent review

- 20.1.1. The Rent will be reviewed on each Review Date provided for in Item 12 and in accordance with Schedule 6, Schedule 7 and Schedule 9 (as applicable).

21. Payment of interest

21.1. No interest payable

- 21.1.1. Any provision expressed or implied in this Lease obliging the Tenant to pay interest on any moneys, including Rent, has no effect.

21.2. Payment obligations

- 21.2.1. The Tenant is under no obligation to pay any amount (except for Rent) which the Tenant becomes liable to pay under this Lease until 20 Working Days after the Landlord has furnished the Tenant with a tax invoice which complies with the GST law (and where the GST law does not apply with a Notice) and which contains reasonable particulars of the amounts claimed by the Landlord and, where applicable, reasonable proof of payment of those amounts by the Landlord.

22. Directory board costs

22.1. Landlord to pay directory board costs

- 22.1.1. The Landlord agrees to provide the Tenant's listings on the directory boards at no cost to the Tenant.

23. Cost of operating Services

23.1. Landlord to pay for operation of Services

- 23.1.1. Subject to clauses 24.1.1 the Landlord agrees to pay for all electricity and water consumed in operating the Services.

24. Cost of consumption of utilities

24.1. Tenant to pay for consumption and use on Premises

- 24.1.1. Provided the Landlord complies with clause 33, the Tenant agrees to pay to the suppliers all charges for separately metered:

- a. electricity;
- b. water (whether described as water consumption charges or excess water charges but excluding water rates);
- c. telecommunications and data Services; and
- d. air conditioning

consumed or used by the Tenant on the Premises (except for electricity, water, telecommunications and data Services consumed or used in operating the Services).

25. Rates, taxes and outgoings

25.1. Landlord to pay rates, taxes and outgoings

25.1.1. The Landlord agrees to pay all rates, taxes and other outgoings in respect of the Land, the Building and the Premises except for those which the Tenant is required to pay under this Lease.

25.2. Failure by Landlord to pay rates, taxes and outgoings

25.2.1. If the Landlord fails to make the payments in clause 25.1 by the due date:

- a. the Tenant may make those payments (including all fines, reconnection fees and other like charges) on behalf of the Landlord;
- b. the amount paid will be a debt due and payable by the Landlord to the Tenant within 10 Workings Days of a Notice from the Tenant; and
- c. the Tenant may recover the amounts paid by a setoff in Rent or other moneys payable by the Tenant under this Lease.

26. Payment of outgoings by Tenant

26.1. Gross Lease

26.1.1. The Parties agree that the Rent is a gross rent and that outgoings are not payable by the Tenant.

27. Costs of Lease

27.1. Parties bear own costs

27.1.1. Each Party agrees to bear its own costs of and incidental to the negotiation, settlement, preparation and execution of this Lease.

27.2. Tenant pays registration fees

27.2.1. The Tenant agrees to pay all registration fees assessed in accordance with a Law.

27.2.2. The Parties acknowledge that if a Law:

- a. imposes duty on this Lease; and
- b. imposes that duty on the Tenant

then the Tenant is only liable to pay that duty if that Law is binding on the Tenant.

28. Landlord responsibilities for loss or damage where the Premises are unfit

28.1. Landlord's responsibilities for unfitness

28.1.1. Without limiting the Tenant's rights under clause 36.2.1.b and clause 38.2.3, the Landlord is responsible for all loss and damage suffered by the Tenant, including Relocation Expenses to the extent occasioned by or arising out of:

MAPS NATIONAL LEASE (SEPTEMBER 2016)
Market Version

- a. the negligent act or omission of the Landlord; or
- b. structural faults or defects including those inherent in the Building or the Premises

which make the Premises unfit for use and occupation by the Tenant.

29. Not Used

29.1. Not Used

CHAPTER 4. BUILDING SERVICES, CONDITION, REPAIR AND MAINTENANCE

30. Tenant's obligations to maintain and repair

30.1. Tenant's duties

- 30.1.1. Taking into account the condition of the Premises at the Commencement Date, and subject to clause 30.1.2, clause 40.4 and the Landlord's obligations under this Lease, the Tenant agrees to keep and maintain the Premises in good and tenable repair and condition.
- 30.1.2. The Tenant is not obliged to repair:
- a. damage resulting from fair wear and tear, fire, lightning, storm, flood, rising sea, rivers, creeks or water catchment levels, tempest, earthquake, water damage (including sprinkler leakage and rain water), radiation, fusion, explosion or concussion from explosion, impact by vehicles or aircraft or articles dropped from aircraft, termites, structural or inherent defect (whether due to faulty design, construction, inadequate supervision, defective or unsuitable materials or other cause), subsidence, inevitable accident, Act of God, riot, civil commotion, acts of terrorism, strikes, enemy action or malicious damage;
 - b. any part of the Services or the Structure; or
 - c. any damage caused by the Landlord, or an employee, agent or contractor of the Landlord or any other person for whom the Tenant is not responsible
- except where that need for repair is caused by the act or omission of the Tenant.
- 30.1.3. Despite anything to the contrary in this Lease, the parties acknowledge and agree that:
- a. subject to clause 30.1.3.c, the Tenant will use reasonable endeavours to ensure that all air conditioning plant and equipment exclusively servicing the Premises now or at any time hereafter is kept in good repair and condition;
 - b. subject to clause 12.3, the Tenant shall allow the Landlord and its agents, engineers or mechanics to enter the Premises after reasonable Notice, at reasonable times and accompanied by a representative of the Tenant, to carry out any structural or capital repairs, as well as to install any air conditioning plant or equipment; and
 - c. despite clause 30.1.3.a, the Landlord shall be responsible for any repairs to the air conditioning plant and equipment:
 - i. of a structural or capital nature including replacement of parts of or the whole of the air conditioning plant; and
 - ii. any amendments required due to the act, omission, negligence or default of the Landlord or its employees, agents, contractors or invitees;
- except to the extent caused or contributed to by the negligence of the Tenant or its agents, employees and contractors.

- 30.1.4. The Landlord authorises the Tenant to obtain copies of all performance information, manuals, specifications, warranties and maintenance history from previous air conditioning maintenance contractors engaged by the Landlord.

30.2. Tenant's cleaning obligations

- 30.2.1. The Tenant agrees to clean and maintain the Premises in a clean and tidy condition.
- 30.2.2. The Tenant may engage a cleaning contractor to clean the Premises on the Tenant's behalf.

31. Warranty of fitness

31.1. Landlord's warranties

- 31.1.1. The Landlord warrants that at the Commencement Date, at all times during the Term and any holding over, the Premises and the Building:
- a. are and will remain fit for use and occupation for the Permitted Use;
 - b. do and will comply with:
 - i. all Laws and Requirements; and
 - ii. the standards specified in Schedule 8 (if any) and the relevant Australian Standards effective at the Commencement Date (provided that in the event of inconsistency, the higher standard will apply), and
 - c. are and will be managed and operated at a standard commensurate with high quality, professionally maintained and managed office accommodation in the city or town in which the Building is located.

32. Landlord's obligation to maintain and repair

32.1. Landlord's duties to repair, maintain and operate

- 32.1.1. Subject to the obligations of the Tenant to repair in clause 30.1, the Landlord agrees to keep and maintain the Premises, the Landlord's Fittings and the Building including the Structure and the Services and all gardens and landscaped areas watertight, clean, in good and substantial repair, working order and condition and pest free.
- 32.1.2. Without limiting the Landlord's obligations under clause 32.1.1 but subject to clause 30.1.3, the Landlord agrees to replace any plant or equipment which it is reasonably necessary to replace rather than repair, taking into account its age and condition and the frequency and extent of ongoing repair to the relevant plant and equipment.
- 32.1.3. The Landlord agrees to operate and maintain the Building and the Services efficiently.

32.2. Landlord to remedy defects

- 32.2.1. The Landlord agrees to rectify all defects in the Building which result from:
- a. faulty design;
 - b. inadequate or faulty supervision;
 - c. materials which are faulty, not compliant with Laws or Requirements or not fit for the purpose; or
 - d. failure to construct the Building in a proper and workmanlike manner.

33. Metering for electricity and water

- 33.1.1. The Landlord:
- a. will ensure that from the Commencement Date the Premises are separately metered for electricity and water;
 - b. will ensure that the meters have an accuracy class suitable for customer billing and the meter register is readily accessible for billing;
 - c. agrees that if the Tenant requires, management of the meters will reside with the Tenant on installation; and
 - d. agrees that the Tenant is entitled to purchase its own electricity.
- 33.1.2. The Landlord will ensure that from the Commencement Date there is separate metering for electricity and water for central services in the Building including Common Areas.
- 33.1.3. The Landlord will not pass on any costs incurred in complying with clauses 33.1.1 and 33.1.2 to the Tenant directly or indirectly.

34. Landlord's obligations to clean

34.1. Landlord's cleaning obligations

- 34.1.1. The Landlord agrees to clean and maintain (or where parts of the Land and the Building are leased or licensed to other occupiers, to procure those occupiers to clean and maintain) in a clean and tidy condition all parts of the Land and the Building with the exception of the Premises.
- 34.1.2. The cleaning of the exterior surfaces of the windows in the Building will be undertaken not less often than is specified in Item 25.

34.2. Failure by Landlord to clean

- 34.2.1. If the Landlord fails to perform its obligations in clause 34.1, the Tenant may give a Notice to the Landlord giving particulars of the failure.
- 34.2.2. If the standard of cleaning is still unsatisfactory at the expiration of 10 Working Days from the date of the Tenant's Notice under clause 34.2.1 the Tenant may carry out supplementary cleaning and:

- a. the cost of that cleaning will be a debt due and payable by the Landlord to the Tenant within 20 Workings Days after demand; and
- b. the Tenant may recover the cost from the Landlord by setoff in Rent or other money payable by the Tenant to the Landlord under this Lease.

35. Repainting, recarpeting, maintenance and service contracts

35.1. Landlord to repaint and replace floor coverings

35.1.1. The Landlord agrees:

- a. to repaint, colour or paper the Premises and the Building (excluding the external parts of the Building and the Common Areas previously painted, coloured or papered):
 - i. as often as the Landlord shall deem necessary (acting reasonably) due to fair wear and tear (but in respect of the Premises not less often than is specified in Item 14 and in colours approved by the Tenant);
 - ii. in a proper and workmanlike manner; and
 - iii. with materials of no lesser standard to those used previously, and
 - b. to replace:
 - i. in a proper and workmanlike manner; and
 - ii. in accordance with the relevant Australian Standards at that time
- all carpet and other floor coverings within the Premises and the Common Areas on those floors of the Building on which the Premises are located and all stairways connecting those floors as often as may become necessary due to fair wear and tear (but not less often than is specified in Item 15) and not earlier than the first day of the last year of the Term with floor coverings of no lesser standard to those used previously.

35.2. Tenant to uplift non fixtures

- 35.2.1.** The Tenant agrees to move and uplift at the Landlord's reasonable cost, the Tenant's Fittings which are not fixtures to the extent necessary to enable the Landlord to carry out its obligations under clause 35.1.

35.3. Tenant has no obligation to uplift fixtures

- 35.3.1.** Nothing in this Lease requires the Tenant to take down or dismantle the Tenant's Fittings which are fixtures and the Landlord agrees to lay any replacement carpet and floor coverings up to the face of those fixtures.

35.4. When Landlord should perform work

35.4.1. The Landlord agrees to:

- a. carry out all work it is obliged to do under this clause 35 outside of Normal Business Hours; and

- b. with as little disruption as possible to the Tenant's use and occupation of the Premises.

35.5. Landlord to replace specified items

35.5.1. Without limiting the operation of clause 32.1, the Landlord agrees to replace promptly:

- a. all broken and damaged glass in the windows and doors of the Building including plate glass, unless payment of any insurance moneys in respect of that breakage or damage is irrecoverable due to the act or omission of the Tenant; and
- b. all damaged or non-operative electric light bulbs, globes, tubes and other means of illumination in all parts of the Land and the Building except for the Premises.

35.6. Not Used

35.7. Not Used

35.8. Tenant may rectify Landlord's repair failure

35.8.1. Without prejudice to any other right or cause of action available to the Tenant, if the Landlord fails to effect a repair, other than a repair relating to a malfunction of the Services, within 10 Working Days after receipt of a Notice from the Tenant to effect that repair:

- a. the Tenant may effect that repair;
- b. the cost of that repair, including the Tenant's reasonable administrative costs and expenses directly related to that repair, will be a debt due and payable by the Landlord to the Tenant within 20 Workings Days of a Notice from the Tenant; and
- c. the Tenant may recover that cost by a setoff in Rent or other moneys payable by the Tenant under this Lease.

36. Health and safety

36.1. Landlord's warranties

36.1.1. Subject to clause 1 of Schedule 9 and without limiting the operation of clause 31, the Landlord warrants that:

- a. no materials containing Asbestos or any other Hazardous Chemicals exist in the Land or the Building; and
- b. subject to clause 30.1.3 and 30.1.4, the air-conditioning system and any other relevant parts of the Services have been treated and maintained and throughout the Term and any holding over period will be treated and maintained:

- i. in accordance with the relevant Laws, Requirements and Australian Standards to prevent the occurrence of any Hazardous Disease; and
- ii. in a manner which satisfies the requirements of the *Work Health and Safety Act 2011* (Cth), all Laws and Requirements including *Managing the Work Environment and Facilities Code of Practice 2011* (as amended from time to time) approved pursuant to section 274 of the *Work Health and Safety Act 2011* (Cth) and any other Laws or Requirements applicable to health and safety from time to time.

36.2. Treatment of Hazardous Chemicals and Hazardous Disease

36.2.1. If any Hazardous Chemicals or Hazardous Disease is at any time discovered in the Land or the Building and the presence of the Hazardous Chemicals or Hazardous Disease is not attributable to the act or omission of the Tenant:

- a. the Landlord agrees to:
 - i. notify the Tenant promptly; and
 - ii. remove or eradicate the Hazardous Chemicals or Hazardous Disease promptly and in a safe manner,
- b. if the Tenant elects to vacate the Premises until such time as the Hazardous Chemicals or Hazardous Disease is removed or eradicated and the Premises are rendered safe the Landlord agrees to pay the reasonable Relocation Expenses of the Tenant; and
- c. the Landlord indemnifies the Tenant for all Claims for which the Tenant becomes liable associated with the presence of any Asbestos or Hazardous Chemicals in the Land or the Building which must be removed in accordance with any Law or Requirement.

36.2.2. If the Lease is terminated under clause 38.2.3 or clause 38.3.1:

- a. the termination will not prejudice the rights or Claims of either Party in existence prior to that termination; and
- b. despite any clause to the contrary, the Tenant is not required to remove its Fittings or Tenant's Alterations or redecorate, restore, reinstate or make good the Premises.

36.3. Landlord to provide information, consultation, co-operation and co-ordination

36.3.1. The Landlord agrees to provide promptly on request such information, consultation, co-operation and co-ordination as is reasonably required by the Tenant to comply with its obligations under Laws including the *Work Health and Safety Act 2011* (Cth), the *Work Health and Safety Regulations 2011* (Cth), any code approved pursuant to section 274 of the *Work Health and Safety Act 2011* (Cth) and any other Laws or Requirements related to health and safety applicable from time to time.

37. Air-conditioning and other Services

37.1. Landlord to provide and operate Services

37.1.1. The Landlord agrees to:

- a. provide and operate the Services (other than the air-conditioning) at all times; and
- b. provide and operate the air-conditioning during Normal Business Hours with any warming up or cooling down outside those hours,

in accordance with all applicable Laws or Requirements, the Performance Standards, if any, specified in Schedule 8 and the relevant Australian Standards effective at the Commencement Date provided that in the event of inconsistency, the highest standard will apply.

37.1.2. If any of the Services (other than the air-conditioning) becomes unusable or otherwise incapable of being operated in accordance with clause 37.1.1 the Landlord agrees to repair or replace those Services as soon as practicable.

37.1.3. If the air-conditioning becomes unusable or otherwise incapable of being operated in accordance with clause 37.1.1 due to failure of a structural nature and other than as a result of the Tenant's failure to comply with clause 30.1.3 the Landlord agrees to repair or replace those Services as soon as practicable.

37.1.4. If a malfunction in the Services remains uncorrected for a period of 10 Working Days after the malfunction:

- a. the Tenant may carry out the necessary repairs;
- b. the cost of the repairs will be a debt due and payable by the Landlord to the Tenant within 20 Workings Days of Notice from the Tenant; and
- c. the Tenant may recover the cost of the repairs by a setoff in Rent or other moneys payable by the Tenant under this Lease.

37.2. Landlord to provide after hours Services

37.2.1. At the Tenant's request the Landlord agrees to provide air-conditioning and ventilation Services to any one or more of the floors of the Building on which the Premises are located outside Normal Business Hours in accordance with the standards specified in clause 37.1.1

38. Premises unfit for use and occupation

38.1. Circumstances giving rise to unfitness

38.1.1. The Parties acknowledge that in this clause a reference to the Premises being wholly or partially unfit for the Tenant's use and occupation includes where the Premises are wholly or partially unfit for the Tenant's use and occupation arising from:

- a. subject to the Tenant complying with its obligations under clause 30.1.3 the Services malfunctioning or not being provided in accordance with the requirements of this Lease;
- b. the presence in the Building of Asbestos, a Hazardous Disease or Hazardous Chemical;
- c. a structural fault or defect in the Building or the Services;
- d. the destruction of or damage to the Building or the Services;
- e. the Building being wholly or substantially inaccessible;
- f. the Premises being wholly or partially inaccessible; or
- g. a breach of the Landlord's obligations under clause 9.1.1.

38.2. Tenant's rights if Premises unfit

38.2.1. If the Premises are wholly or partially unfit for the Tenant's use and occupation for the Permitted Use:

- a. the Rent and all other moneys payable by the Tenant under this Lease, or a fair and just proportion according to the nature and extent of the effect of the unfitness upon the Premises, will be suspended and cease to be payable from the date the unfitness commences until:
 - i. the Premises have been made fit for use and occupation for the Permitted Use; and
 - ii. a further period has elapsed which is reasonable in all the circumstances to allow the Tenant to carry out any necessary refitting of the Premises; and
- b. the Tenant's covenant to repair and maintain in good and tenantable repair any part of the Premises for which Rent has been suspended will cease for so long as the Premises are unfit to use and occupy for the Permitted Use.

38.2.2. Where the unfitness for use and occupation arises as a result of a failure of the Services malfunctioning or not being provided in accordance with the requirements of this Lease, abatement under clause 38.2.1 only commences where:

- a. the Tenant has given Notice of the Services failure to the Landlord; and
- b. the unfitness for use and occupation continues for 2 Working Days after that Notice was given.

38.2.3. If the Premises are wholly or partially unfit for the Tenant's use and occupation, the Tenant, without prejudice to any other rights and remedies:

- a. may elect to vacate the Premises until such time as the Premises are again fit for the Tenant's use and occupation or clause 38.2.3.b applies (and in both cases the Landlord agrees to pay the reasonable Relocation Expenses of the Tenant);

- b. in addition to, or as an alternative to its right to vacate the Premises under clause 38.2.3.a may by Notice terminate this Lease if:
 - i. an Expert appointed under clause 47 certifies that the Premises are likely to remain wholly or partially unfit for use and occupation for the Permitted Use for 3 months or more after the date of the certificate;
 - ii. the Building is condemned as a dangerous building or structure by any Authority having jurisdiction for that purpose; or
 - iii. the Premises remain wholly or partially unfit for use and occupation for the Permitted Use for a period of 3 months after the date on which the Premises became unfit.

38.2.4. For the purposes of clause 38.2.3.b, neither Party is required to give to the other a Dispute Notice before requesting the appointment of an Expert under clause 47 to provide certification under clause 38.2.3.b.

38.3. Landlord's right to terminate Lease

38.3.1. If the Premises are rendered wholly unfit for the Tenant's use and occupation for the Permitted Use the Landlord (but only where the unfitness arises by any cause which is not attributable to the act or omission of the Landlord) may terminate this Lease by Notice to the Tenant if the Notice:

- a. is given within 40 Working Days after the unfitness commences; and
- b. is accompanied by a certificate given by an Expert that the Premises are likely to remain wholly unfit for use and occupation for the Permitted Use for 3 months or more after the date of the certificate.

38.3.2. For the purposes of clause 38.3.1.b, neither Party is required to give to the other a Dispute Notice before requesting the appointment of an Expert under clause 47 to provide certification under clause 38.3.1.b.

38.4. Tenant's act or omission

38.4.1. To the extent that the Tenant's act or omission caused the unfitness of the Premises, the Tenant may exercise its rights under this clause only to the extent that the Landlord is entitled to be indemnified from insurance or would have been so entitled if it had insured in accordance with this Lease.

39. Termination under this Chapter

39.1. Rights on termination

39.1.1. If either Party terminates the Lease under this Chapter:

- a. the termination will not prejudice the rights or Claims of either Party in existence prior to that termination; and

- b. despite any clause to the contrary, the Tenant is not required to remove its Fittings or Tenant's Alterations, redecorate, restore, reinstate or make good the Premises.

CHAPTER 5. LEASE END OBLIGATIONS

40. Deliver up at Lease end

40.1. Tenant delivers up Premises

- 40.1.1. At the expiry or termination of this Lease or any holding over the Tenant agrees to deliver up the Premises in good and tenantable repair and condition taking into account the condition of the Premises at the Commencement Date and subject to clause 40.2.1 and clause 40.4.1.

40.2. Removal of signs

- 40.2.1. If:
- a. the Landlord has given a consent under clause 14.2.1 to affix a sign; and
 - b. it was a condition of that consent that the sign be removed, painted out or obliterated at the expiry or termination of this Lease or holding over,
 - c. then at the expiry or termination of this Lease or any holding over, the Tenant agrees to remove, paint out or obliterate, according to the reasonable requirements of the Landlord, all signs, advertisements and notices affixed pursuant to clause 14.2.1.

40.3. Fittings and Tenant's Alterations at Lease end

- 40.3.1. On or before the expiry or termination of this Lease or any holding over the Tenant may remove all or any of its Fittings and Tenant's Alterations.
- 40.3.2. If the Tenant chooses to remove all or any of its Fittings or Tenant's Alterations, and in doing so it causes damage to the Premises then:
- a. if the damage is material; and
 - b. the damage is in a location and of a type and extent which would disadvantage the Landlord in reletting the Premises
- the Tenant agrees to repair that damage.
- 40.3.3. If the Tenant does not remove all or any of its Fittings and Tenant's Alterations on or before the expiry or termination of this Lease or any holding over, those Fittings and Tenant's Alterations not removed will become the property of the Landlord.
- #### **40.4. Tenant not obliged to make good**
- 40.4.1. Apart from its obligations under clause 40.3.2 (if any), the Tenant is not obliged to make good, reinstate, redecorate, repaint, recarpet or restore the Premises or remove its Fittings or Tenant's Alterations on or before the expiry or termination of this Lease or any holding over.

CHAPTER 6. RISK AND INSURANCE

41. Indemnity by Tenant

41.1. Indemnity

- 41.1.1. Subject to clause 42, the Tenant must indemnify the Landlord from and against all Claims for which the Landlord becomes liable and which arise from:
- a. the negligent use or misuse by the Tenant of the Services;
 - b. overflow or leakage of water in or from the Premises to the extent caused or contributed to by the negligent act or omission of the Tenant; or
 - c. loss, damage or injury to property or to a person within or outside the Premises or the Building to the extent caused or contributed to by the negligent act or omission of the Tenant in connection with the Tenant's use of the Premises.
- 41.1.2. The Tenant's indemnity under clause 41.1.1 is limited to \$20,000,000.00 in the aggregate and will expire on the expiry or earlier termination of this Lease.
- 41.1.3. As soon as practicable after becoming aware of any event, circumstance or Claim which may give rise to the Landlord relying on the indemnity in this clause 41 the Landlord:
- a. must notify the Tenant in writing of the event, circumstance or Claim and provide reasonable details; and
 - b. must use its best endeavours to mitigate any loss, damage or expenses arising out of or in connection with the event, circumstance or Claim.
- 41.1.4. The parties agree that if the Tenant requires, the Tenant will be entitled to have the conduct of any Claim in respect of which the indemnity in this clause 41 applies. The Landlord will co-operate with the Tenant in the conduct of the Claim.

42. Landlord to insure

42.1. Landlord's insurance responsibilities

- 42.1.1. The Landlord agrees to take out and maintain:
- a. Building Insurance; and
 - b. Public Risk Insurance.

42.2. Form of insurance

- 42.2.1. The insurance to be taken out under clause 42.1.1 will be:
- a. taken out with a reputable insurer;
 - b. in the general form of policy issued by the insurer for that class of insurance subject only to any special terms required by the insurer to provide for the matters set out in this clause; and

- c. in accordance with Item 21.

42.3. Landlord's warranties about insurance

42.3.1. The Landlord warrants that:

- a. the use of the Premises for the Permitted Use does not render void or voidable the Landlord's insurance; and
- b. the provisions of this Lease do not affect the Landlord's right to be indemnified under the insurances required by clause 42.1.

42.4. Landlord to provide currency of insurance

42.4.1. If the Tenant requests, the Landlord agrees to produce to the Tenant reasonable proof of the currency of any of the insurances required by clause 42.1.

42.4.2. The Landlord agrees to notify the Tenant promptly if any of the insurances required by clause 42.1 lapse or become void, voidable or otherwise unenforceable.

42.5. Application of insurance proceeds

42.5.1. If, during the Term:

- a. the Building is damaged or destroyed by a risk against which the Landlord is required by this Lease to insure;
- b. the payment of insurance moneys under the insurance policy has not been refused in whole or in part because of any act or omission of the Tenant; and
- c. the Tenant has provided Notice to the Landlord within 20 Working Days after the date of the damage or destruction that it requires the Landlord to reinstate the Building,

the Landlord agrees to act promptly and do its best to reinstate the Building including:

- d. claiming and obtaining payment of any insurance moneys to which it is entitled under the insurance policy for the damage or destruction;
- e. obtaining any permission, permits and consents that may be required under a Law or Requirement to enable the Landlord to reinstate the Building; and
- f. using all relevant insurance proceeds (except sums for loss of Rent) in reinstating the Building making up any difference between the cost of reinstating and the insurance proceeds.

42.6. Tenant not to void Landlord's insurance

42.6.1. As long as the Landlord has provided the Tenant with the relevant information regarding the terms of its insurance, the Tenant agrees not to do anything which renders void or voidable the Landlord's insurance taken out under this Lease.

42.7. Limitation on Tenant's obligations

42.7.1. Notwithstanding anything contained or implied in this Lease, the Tenant is only liable for damage or destruction caused by the Tenant to the Building to the extent that the Landlord:

- a. is not entitled to receive indemnity under an insurance policy which the Landlord is required to effect under clause 42.1; or
- b. would not have been so entitled had the Landlord insured in accordance with that clause.

CHAPTER 7. DEALINGS WITH LEASE

43. Federal Electorate Requirements

43.1. Termination Arrangements

43.1.1. If:

- a. the person holding at any time during the Term the position of Member of the House of Representatives or Senate for the Federal electorate in which the Premises are located ceases to represent that electorate;
- b. by reason of re-drawing of electoral boundaries the Premises cease to be located in that electorate; or
- c. there is a Ministerial or departmental decision that the Premises are no longer required as an electorate office

the Tenant may give the Landlord a Surrender Notice stating that it intends to surrender the Premises on the Surrender Date.

43.1.2. The Surrender Notice will be given by the Tenant to the Landlord not less than 30 days before the Surrender Date.

43.1.3. On and from the Surrender Date:

- a. the Premises will be deemed to be surrendered;
- b. the Premises will no longer be subject to this Lease; and
- c. the Tenant will be released from all its obligations under this Lease relating to the Premises (except that the Tenant will comply with its obligations under clause 40.1.1 and any obligation under clause 40.3.2).

43.1.4. The surrender will be without prejudice to any rights and remedies which a Party may have against the other Party relating to the Premises and which accrued before the Surrender Date.

43.1.5. The Parties will make all necessary adjustments to the Rent and other payments due under this Lease to reflect the surrender of the Premises. Any adjustments not agreed by the Surrender Date will be dealt with in accordance with clause 47.

43.1.6. No compensation or surrender fee is payable by the Tenant if it exercises its rights under this clause.

43.1.7. Production of this clause and the Surrender Notice will be evidence of a valid surrender but, if either Party requires, a deed of surrender on reasonable terms will be prepared to further record the surrender. The deed of surrender:

- a. will be consistent with this clause; and
- b. will be prepared at its own cost by the Party requesting it and each Party will bear its own legal costs in relation to its completion and any incidental tasks.

44. Assignment and subletting

44.1. Consent to assignment and subletting

- 44.1.1. The Tenant may assign, sublet, part with possession or deal with its interest in this Lease after obtaining the Landlord's prior consent.
- 44.1.2. The Landlord's consent is not required if the Tenant assigns, subleases, parts with possession or deals with its interest in this Lease to a Commonwealth agency, statutory body or any corporation substantially owned or controlled by the Commonwealth.
- 44.1.3. The Tenant agrees to notify the Landlord within a reasonable time of any action taken in the exercise of its rights under clause 44.1.2.

44.2. Information to be given on assignment

- 44.2.1. The Tenant's request for the Landlord's consent to an assignment of this Lease will include:
- a. the name and the address of the proposed assignee;
 - b. 2 references as to the proposed assignee's financial circumstances;
 - c. a copy of the proposed deed of assignment; and
 - d. such other information as the Landlord reasonably requires.

44.3. Landlord to give consent to assignment

- 44.3.1. The Landlord agrees to give its consent promptly if:
- a. the Tenant satisfies the Landlord that the proposed assignee is financially secure and has the ability to carry out the Tenant's obligations under this Lease;
 - b. the proposed assignee:
 - i. signs a deed or agreement in which it covenants with the Landlord and the Tenant to perform the obligations of the Tenant under this Lease; and
 - ii. if the Landlord requests, gives reasonable security;
 - c. the Tenant complies with any other reasonable requirements of the Landlord;
 - d. the Tenant is not in breach of this Lease; and
 - e. the Tenant pays the Landlord's reasonable costs of giving its consent.
- 44.3.2. With effect from the date of assignment of this Lease the Tenant is released from all obligations and liabilities arising under this Lease.

44.4. Information to be given on subletting

- 44.4.1. The Tenant's request for the Landlord's consent to a sublease will include:
- a. the name and the address of the proposed subtenant;

- b. 2 references as to the proposed subtenant's financial circumstances;
- c. a copy of the proposed sublease; and
- d. such other information as the Landlord reasonably requires.

44.5. Landlord to give consent to subletting

- 44.5.1. The Landlord agrees to give its consent to a subletting promptly if:
- a. the Tenant complies with the reasonable requirements of the Landlord;
 - b. the Tenant is not in breach of this Lease; and
 - c. the Tenant pays the Landlord's reasonable costs of giving its consent.

44.6. What are Landlord's reasonable costs

- 44.6.1. In clauses 44.3 and 44.5, the Landlord's reasonable costs comprise its reasonable administrative and legal costs and expenses directly related to the giving of consent including enquiries about a person's respectability, financial soundness and reputation.

45. Consent of mortgagee

45.1. Landlord to obtain consent of mortgagee

- 45.1.1. If:
- a. the Land is subject to a mortgage, charge or other encumbrance; and
 - b. this Lease would otherwise not be binding upon the mortgagee, chargee or encumbrancee,
- the Landlord agrees to:
- c. obtain the unconditional written consent to this Lease of the mortgagee, chargee or encumbrancee; and
 - d. provide that consent to the Tenant promptly.

CHAPTER 8. BREACH OR DISPUTE

46. Default and termination

46.1. What the Landlord may do if Tenant defaults

- 46.1.1. If a Tenant's Act of Default occurs the Landlord may do any one or more of the following without affecting any pre existing rights of a Party:
- a. re-enter and take possession of the Premises;
 - b. by Notice to the Tenant, terminate this Lease; and
 - c. exercise any of its other legal rights.

46.2. What the Tenant may do if Landlord defaults

- 46.2.1. If a Landlord's Act of Default occurs the Tenant may do either one or both of the following without affecting any pre existing rights of a Party:
- a. by Notice to the Landlord, terminate this Lease; and
 - b. exercise any of its other legal rights.

47. Resolution of disputes

47.1. Process to resolve disputes

- 47.1.1. Subject to any provision of this Lease to the contrary any dispute between the Parties which is not resolved within 10 Working Days after one Party gives the other Party a Dispute Notice may be referred by either Party for determination by an Expert.
- 47.1.2. Following the Expert's appointment the Expert must:
- a. immediately advise both Parties in writing of the date of appointment; and
 - b. deliver the Expert's determination within 20 Working Days from the date of appointment.
- 47.1.3. Each Party may make a submission either orally or in writing to the Expert within 10 Working Days after the date of appointment of the Expert.
- 47.1.4. In making a determination the Expert will:
- a. act as an expert and not as an arbitrator;
 - b. consider any submission made by a Party; and
 - c. provide the Parties with a written statement of reasons for the determination.
- 47.1.5. Subject to clause 47.1.6 the determination of the Expert is conclusive and binding on the Parties.
- 47.1.6. The Parties agree that any dispute arising under clause 16.1 or 48.4.1:
- a. may be dealt with through legal proceedings rather than being determined by the Expert; or

- b. can be dealt with through legal proceedings despite determination by the Expert.
- 47.1.7. Nothing in this clause prevents a Party from seeking urgent interlocutory relief through the courts.
- 47.1.8. The costs of the Expert will be shared equally between the Parties.
- 47.1.9. If the Expert fails to deliver a determination within 20 Working Days after the date of appointment, either Party may require the appointment of a further Expert under the above provisions to determine the dispute or may commence legal proceedings.

CHAPTER 9. GENERAL PROVISIONS

48. Interpreting this Lease

48.1. Definitions

48.1.1. Unless the contrary intention appears a term in bold type has the meaning shown opposite it:

Asbestos	means the fibrous form of the mineral silicates belonging to the serpentine and amphibole groups of rock forming minerals, including actinolite, amosite (brown asbestos), anthophyllite, crocidolite (blue asbestos), chrysolite (white asbestos), tremolite, or any material or object containing one or more of these minerals.
Australian Standards	means any standard published by Standards Australia Limited in the form applicable at the Commencement Date.
Authority	means the Commonwealth, the State or Territory of the Jurisdiction, or any federal, state or local government administrative body, government body, department or agency or any body exercising Powers and, where the context requires means an Authority which has jurisdiction or Powers in the context of the relevant clause of this Lease.
Building	means the building and all improvements in the building located on the Land other than improvements owned by other tenants or licensees of the building.
Building Insurance	means insurance for the Building: <ol style="list-style-type: none"> for its full reinstatement or replacement value (including architects, surveyors and other professional fees, the cost of debris removal, demolition, site clearance, any works that may be required by a Law or a Requirement and incidental expenses) at the time of loss or damage; and against loss or damage from fire, lightning, flood, storm and tempest, earthquake, water damage (including sprinkler leakage and rain water), explosion or concussion from explosion, impact by vehicles or aircraft or articles dropped from aircraft, radiation, riots, strikes, civil commotion, malicious damage.
Car Parking Bays	means the number of car parking bays identified in Item 5 as hatched on the plan in Schedule 4.
Chapter	means a chapter of this Lease.
Claim	means an action, claim, proceeding, expense, demand or damages.
Commencement Date	means the date specified in Item 7.
Common Areas	means those areas of the Land and Building provided for common use by the Tenant, other occupants of the Building or members of the public including loading docks, risers, entrances, lobbies, corridors, passages,

	stairways, lifts, escalators, toilets, tearooms and washrooms in the Building and, where applicable, access and egress roads, pathways, walkways and pavements.
Commonwealth	means the Commonwealth of Australia.
CPI	means the Consumer Price Index (All Groups) for the city specified in Item 12 (or, if no city is specified, for the capital of the Jurisdiction) kept by the Australian Statistician and published by the Australian Bureau of Statistics (Index) and in the event of the Index being discontinued or abolished such price index as the Australian Statistician substitutes for it.
CPI Review Date	means a date specified as such in Item 12.
Dispute Notice	means a Notice given by one Party to the other Party under clause 47.1 of this Lease in which the nature of the dispute is specified in reasonable detail.
Expert	means an appropriate practising professional appointed at the request of either Party by: <ol style="list-style-type: none"> the President for the time being of the Institute of Mediators and Arbitrators Australia in the Jurisdiction where the Premises are located; or if there is no such body in existence at the time of the request, the President for the time being of an equivalent body.
Expiry Date	means the date specified in Item 8.
Fittings	means chattels, fixtures, partitions and equipment.
Fixed Review Date	means a date specified as such in Item 12.
GST	means the same as in the GST law.
GST law	means the same as GST law means in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Hazardous Chemical	includes anything which may create a risk to the health or safety of persons including the Tenant and anything which is a hazardous chemical as defined in the <i>Work Health and Safety Regulations 2011</i> (Cth).
Hazardous Disease	includes any disease, bacteria, virus or foreign matter which may create a risk to the health or safety of persons including the Tenant.
Institute	means the Australian Property Institute incorporated in the Jurisdiction or if that body no longer exists then its successors or equivalent body.
Item	means an item in Schedule 1.
Jurisdiction	means the State or Territory in which the Land is located.
Land	means the land described in Item 3.

Landlord	means the Party named in Item 1.
Landlord's Act of Default	<p>means:</p> <ul style="list-style-type: none"> a. a failure by the Landlord to commence carrying out repairs or maintenance for which it is responsible within 20 Working Days after Notice from the Tenant properly requiring the Landlord to carry out repairs and maintenance or to proceed diligently to complete those repairs and maintenance; or b. a failure by the Landlord to perform or observe a provision of this Lease (other than those falling within the scope of paragraph a.) and <ul style="list-style-type: none"> i that failure is capable of remedy but continues for more than 20 Working Days after the Tenant gives Notice to the Landlord properly requiring the Landlord to remedy that failure; or ii. that failure is not capable of remedy and the Landlord fails to pay reasonable compensation to the Tenant within 20 Working Days after the Tenant gives Notice to the Landlord of that failure and demanding reasonable compensation for loss or damage incurred by the Tenant as a consequence of the failure; or c. where an administrator or controller is appointed or a resolution is passed or proceedings are commenced for the winding up of the Landlord (where the Landlord is a corporation).
Landlord's Representative	means the person nominated in Item 20 or any other person notified as such by the Landlord to the Tenant from time to time in accordance with this Lease.
Law	means the common law, a statute, regulation, rule, by-law, ordinance, proclamation, enactment, statutory instrument or delegated or subordinated legislation (whether federal, state, municipal or of any Authority), codes (including any code of practice approved under the <i>Work Health and Safety Act 2011</i> (Cth), the <i>National Code of Practice for the Building and Construction Industry</i> and the <i>Australian Government Construction OHS Accreditation Scheme</i> , and the <i>Building Code of Australia</i>) and any Requirements issued under Laws.
Lease	means this lease, the Schedules and any applicable registration forms.
Market Review Date	means a date specified as such in Item 12.
Mixed Review Date	means a date specified as such in Item 12.
month	means calendar month.
monthly	means calendar monthly.
net lettable area of the Building	means the area specified as the net lettable area of the Building in Item 13.

MAPS NATIONAL LEASE (SEPTEMBER 2016)
 Market Version

net lettable area of the Premises	means the area specified as the net lettable area of the Premises in Item 13.
NLA	means the net lettable area of the Premises as determined in accordance with the PCA method of measurement.
Normal Business Hours	means the hours specified in Item 24.
Notice	includes a notice, consent, request or demand.
Option Notice	means a Notice given by the Tenant to the Landlord in accordance with clause 5 to the effect that the Tenant wishes to lease the Premises for the relevant Option Term starting on the expiry of the Term granted by this Lease.
Option Lease	means a new lease for the relevant Option Term granted under clause 5.
Option Term	means the relevant further term specified in Item 16.
Party	means a party to this Lease.
Permitted Use	means the use specified in Item 9.
Plate Glass Insurance	means insurance for all damage and breakage to all plate glass within the Building for the full replacement value.
Powers	means regulatory powers or other powers under Laws in respect of the Land, the Building, the Services, heritage, environment, health and safety, or other activities, uses or transactions contemplated by this Lease.
Premises	means the premises described in Item 4 extending from the interior face of all walls, doors and windows and extending from the surface of the floor to the underside of the false ceiling.
President	means the president or senior official of the Institute.
Prior Breach	means a breach of this Lease by the Tenant: a. which occurs prior to the Tenant giving an Option Notice; and b. which has been notified by the Landlord to the Tenant.
Public Risk Insurance	means insurance cover for all Claims for injury, loss or damage to any person or property however sustained arising out of the use of the Land or the Building for not less than the sum specified in Item 23 or for a greater reasonable amount which the Landlord or the Tenant may require from time to time.
Relocation Expenses	means the Tenant's costs of: a. vacating the Premises during the Term; b. obtaining alternative accommodation excluding rent, except to the extent that rent for the alternative accommodation exceeds Rent under this Lease;

	<p>c. the installation and establishment of the Tenant in alternative accommodation including the costs of a standard office fitout after deduction of any amount received by the Tenant from any party towards the costs of the fitout or as an incentive to lease; and</p> <p>d. if applicable, the return and re-establishment of the Tenant in the Premises when they are again fit for the Tenant to occupy and use (including any removal of fitout, make good and reinstatement (if applicable) of the alternative accommodation).</p>
Rent	means the amounts specified in Item 10 as varied from time to time under this Lease.
Rent Commencement Date	means the date specified in Item 10.
Requirement	means a requirement, Notice, order or direction of a competent Authority.
Review Date	means the CPI Review Date and Market Review Date as provided for in Item 12 and Schedule 6, Schedule 7 and Schedule 9 (as applicable).
Rules	means the rules specified in Schedule 2.
Schedule	means a schedule of this Lease.
Services	means all utilities and services on or in the Land or the Building including water, electricity, lighting, sanitary, hot water, air-conditioning and ventilation systems, security systems, data, communication and telecommunication systems, fire safety systems, aerials and lifts installed in the Building and serving the Premises and Common Areas and includes all wires, cables, pipes, ducts, conduits, tanks, cisterns, electrical and mechanical plant and all other ancillary or associated parts and accessories.
Structure	<p>in relation to:</p> <p>a. the Building includes all walls (whether load-bearing or not), floors, doors, windows, gutters, downpipes, facades, foundations, ceilings and roofs and 'structural' has a corresponding meaning; and</p> <p>b. areas other than the Building includes car parks, driveways, paving, fencing and other fixed items.</p>
Surrender Date	means that date specified as such by the Tenant in the Surrender Notice.
Surrender Notice	means a notice from the Tenant to the Landlord under clause 43.1.1 stating that that the Tenant intends to surrender the Premises on the Surrender Date.
Tenant	means the Party named in Item 2.
Tenant's Act of Default	means a failure by the Tenant to:

MAPS NATIONAL LEASE (SEPTEMBER 2016)
 Market Version

	<p>a. pay the Rent when it becomes due and to pay that Rent within 20 Working Days after the receipt of a Notice from the Landlord requiring payment of the Rent arrears;</p> <p>b. commence carrying out repairs or maintenance for which it is responsible within 20 Working Days after receiving Notice from the Landlord properly requiring the Tenant to carry out repairs and maintenance or to proceed diligently to complete those repairs and maintenance; or</p> <p>c. perform or observe a provision of this Lease (other than those falling within the scope of paragraphs a. and b. of this definition) and:</p> <p>i that failure is capable of remedy but continues for more than 20 Working Days after the Landlord gives Notice to the Tenant properly requiring the Tenant to remedy that failure; or</p> <p>ii. that failure is not capable of remedy and the Tenant fails to pay reasonable compensation to the Landlord within 20 Working Days after the Landlord gives Notice to the Tenant of that failure and properly demanding reasonable compensation for loss or damage incurred by the Landlord as a consequence of the failure.</p>
Tenant's Alterations	means any alteration or addition to the Premises, installation of any Fitting (other than chattels) or any building work on or in the Premises undertaken by or for the Tenant.
Tenant's Representative	means the person performing the duties and functions of the position specified in Item 19 or, if that position is abolished or the function of that position is transferred to another position, the person for the time being performing the equivalent duties and functions in the organisation administering this Lease on behalf of the Tenant.
Term	means the period specified in Item 6 and where the context permits any extension or renewal.
Umpire	means a person appointed by the President or senior official of the Institute under clause 1.1.5 of Schedule 6 and who must have the same qualifications required of a Valuer.
Valuer	means a member of the division of the Institute with not less than 5 years experience as a valuer in the Jurisdiction.
Working Day	means each day except Saturdays, Sundays and public holidays in the place where the Building is located.

48.2. Interpretation

48.2.1. The singular includes the plural and vice versa.

48.2.2. Reference to a person includes:

MAPS NATIONAL LEASE (SEPTEMBER 2016)
 Market Version

- a. a corporation, partnership or government body; and
 - b. the legal representatives, successors and assigns of that person.
- 48.2.3. Reference to a right includes a remedy, authority or power.
- 48.2.4. If two or more people are named as Tenant or Landlord, this Lease binds them jointly and individually.
- 48.2.5. A Party which is a trustee is bound both personally and in its capacity as a trustee.
- 48.2.6. Where this Lease refers to:
- a. a government department, agency, body or Authority; or
 - b. to any person holding a specified position in a government department, agency, body or Authority,
- and that department, agency, body, Authority or position is changed or abolished, then that reference will be deemed to be a reference to the department, agency, body, Authority or position performing the equivalent function from time to time.
- 48.2.7. The Schedules are incorporated into and form part of this Lease.
- 48.2.8. Words of inclusion are not to be interpreted as words of limitation.
- 48.2.9. If any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.
- 48.2.10. Headings are for convenience only and do not form part of this Lease or affect its interpretation.
- 48.2.11. Reference to a thing is a reference to all or part of that thing.
- 48.2.12. As far as possible all provisions will be construed so as not to be invalid, illegal or unenforceable.
- 48.2.13. If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- 48.2.14. Reference to a Law or Requirement includes amendments to or a replacement of that Law or Requirement from time to time.
- 48.2.15. If a provision cannot be read down, that provision will be void and severable and the remaining provisions will not be affected.
- 48.2.16. No rule of construction will apply to disadvantage a Party on the basis that it put forward this Lease.
- 48.3. Performance of Lease**
- 48.3.1. To the extent appropriate in the circumstances, where this Lease requires a Party to do or refrain from doing something the Party will arrange for its officers, employees, agents and contractors to do or refrain from doing the relevant thing.

48.3.2. Unless the context requires or it is otherwise stated in this Lease, a Party's obligations will:

- a. be performed at its cost; and
- b. be performed throughout the Term and any holding over of this Lease.

48.4. Applicable Law

48.4.1. This Lease is to be construed in accordance with, and any matter related to it is to be governed by, the Law applying in the Jurisdiction but nothing in this Lease is to be construed as binding the Tenant to comply with Laws or Requirements which do not apply to it of their own force.

48.4.2. The Parties submit to the jurisdiction of the courts of the Jurisdiction.

48.5. Entire Agreement

48.5.1. Subject to the prior agreement (if any) specified in Item 27, this Lease:

- a. contains the entire agreement and understanding between the Parties on everything connected with this Lease; and
- b. supersedes any prior agreement or understanding on anything so connected.

48.6. Consents and approvals

48.6.1. Unless otherwise stated, if a Party's consent or approval is required, the requested Party:

- a. agrees to consider and respond to the request promptly;
- b. agrees not to unreasonably withhold or delay the consent or approval;
- c. may require the requesting Party to comply with reasonable conditions before giving its consent or approval;
- d. agrees to not impose conditions in giving consent or approval which would have the effect of being inconsistent with this Lease; and
- e. agrees to not make payment of its costs a condition of its consent or approval unless a provision of this Lease specifically allows it to do so.

48.6.2. A consent or approval is not effective unless it is in writing and signed by the consenting Party.

48.7. When things can be done

48.7.1. If a payment is due or a thing is to be done on a day other than a Working Day that payment will be made or the thing done on the next Working Day.

48.8. Waiver and variation

48.8.1. The provisions of this Lease will not be varied either in law or in equity except by the written agreement of the Parties.

- 48.8.2. A provision of, or a right under, this Lease will not be waived except in writing signed by the Party giving the waiver.
- 48.8.3. A waiver by a Party in respect of a breach of a provision of this Lease by the other Party or of a right under this Lease will not be deemed to be a waiver in respect of any other breach or right.
- 48.8.4. The failure of a Party to enforce at any time any provision of, or any rights under, this Lease will in no way be interpreted as a waiver of such provision or right.
- 48.9. Time for compliance**
- 48.9.1. Any Notice given by the Landlord in accordance with this Lease requiring the Tenant to pay any moneys or perform any act will allow a minimum period of 20 Working Days (unless a longer period is expressly provided) for compliance.
- 48.10. Sale and Power of Attorney**
- 48.10.1. Any provision expressed or implied in this Lease enabling the Landlord to sell any property of the Tenant or to sign documents or otherwise act as attorney for the Tenant has no effect.
- 48.11. Confidentiality**
- 48.11.1. The Landlord acknowledges that the activities of the Tenant in the Premises are confidential and agrees that it will not disclose to a third party information which comes into its possession pursuant to or as a result of or in the performance of any obligation or right under this Lease, whether that information relates to the business, activities or technical operation of the Tenant or any person dealing with the Tenant or otherwise.
- 48.11.2. This clause does not apply to disclosure:
- a. to a Commonwealth Minister or Parliamentary Secretary;
 - b. required by a Law or Requirement which is applicable to the Commonwealth of Australia; or
 - c. to professional advisers for the purposes of administering this Lease provided that before it makes the disclosure the Landlord ensures that those professional advisers are bound by the same duty of confidentiality which applies to the Landlord.
- 48.11.3. The operation of this clause survives the termination or expiry of this Lease.
- 48.12. Notices**
- 48.12.1. A Notice under this Lease is only effective if it is in writing, and dealt with as follows:
- a. if given by the Landlord to the Tenant - given by the Landlord's Representative and addressed to the Tenant's Representative at the address or facsimile number specified in Item 19 or as otherwise notified by the Tenant; or

- b. if given by the Tenant to the Landlord - given by the Tenant's Representative and addressed to the Landlord's Representative at the address or facsimile number specified in Item 20 or as otherwise notified by the Landlord.

48.12.2. A Notice is to be:

- a. signed by the person giving the Notice and delivered by hand;
- b. signed by the person giving the Notice and sent by prepaid post; or
- c. transmitted electronically by the person giving the Notice by facsimile transmission.

48.12.3. A Notice is deemed to be effected:

- a. if delivered by hand - upon delivery to the relevant address;
- b. if sent by prepaid post - on the day which is 2 Working Days after posting; and
- c. if transmitted by facsimile - upon receipt by the addressee evidenced by the sender's facsimile machine confirming the facsimile has been transmitted.

48.12.4. A Notice received after 5 pm, or on a day that is not a Working Day in the place of receipt, is deemed to be effected on the next Working Day in that place.

48.13. Notices on Change of Landlord

48.13.1. If:

- a. the Landlord sells or otherwise disposes of its interest in the whole or any part of the Land; or
- b. changes its address for Notices; or
- c. a mortgagee or any other person becomes entitled to the receipt of Rent and other payments under this Lease or becomes entitled to any of the rights and obligations of the Landlord under this Lease

the Landlord agrees to give the Tenant prompt notice of the above circumstances and, if it fails to do so, then the Landlord releases the Tenant from, and indemnifies the Tenant from and against, all Claims for which the Tenant may become liable as a result of or in connection with the Landlord's failure or delay in notifying the Tenant of the above circumstances.

SCHEDULE 1 PARTICULARS

1.	Landlord (Clauses 1.1.1.a and 48.1)	Androse Pty Ltd ACN 001 007 647
2.	Tenant (Clauses 1.1.1.b and 48.1)	Commonwealth of Australia (represented by Ministerial and Parliamentary Services, Business Enabling Services Group of the Department of Finance).
3.	Land (Clause 48.1)	The land contained in Lot 101 of Deposited Plan 853132 known as 299 George Street, Windsor NSW.
4.	Premises (Clause 48.1 and Schedule 3)	Office 1, Ground Floor, 299 George Street Windsor NSW
5.	Car Parking Bays (Clauses 15 and 48.1, Schedule 4 and Schedule 5)	The four car parking bays numbered 3, 4, 5 and 6 as delineated on the plan or plans in Schedule 4.
6.	Term (Clause 48.1)	Four (4) years
7.	Commencement Date (Clause 48.1)	1 May 2017
8.	Expiry Date (Clause 48.1)	30 April 2021
9.	Permitted Use (Clauses 10.1 and 48.1)	Office Accommodation
10.	Rent (Clauses 19 and 48.1)	Rent (per annum) \$65,280.00 plus GST Rent (per month) \$5,440 plus GST Rent Commencement Date

MAPS NATIONAL LEASE (SEPTEMBER 2016)
 Market Version

		1 August 2017
11.	Payment of Rent (Clause 19.1.1.d)	Bank BSB: 182-222 Account number: 303191480 Account name: Wiseberry Thompson Rent Trust
12.	Review during Term	Fixed Review Date(s) The Fixed Review Dates are not applicable. Percentage increase in each Review Date is not applicable. CPI Review Date(s) The CPI Review Dates are each anniversary of the Commencement Date The location for CPI Review is Sydney Market Review Date(s) The Market Review Dates are the commencement date of any Option Lease. Mixed Review Date(s) The Mixed Review Dates are not applicable.
13.	Net lettable area (Clause 48.1)	Net lettable area of the Premises is 230 square metres (subject to survey).
14.	Minimum frequency for painting (Clause 35.1.1.a)	As often as the Landlord shall deem necessary (acting reasonably) due to fair wear and tear.
15.	Minimum frequency for replacing floor coverings (Clause 35.1.1.b)	As often as the Landlord shall deem necessary (acting reasonably) due to fair wear and tear.
16.	Option Term(s) (Clauses 5.1 and 48.1)	Option Term(s): Two (2) Option Terms of three (3) year(s) each.

MAPS NATIONAL LEASE (SEPTEMBER 2016)
 Market Version

17.	Commencing Rent for Option Term (Clause 5.1.1.d.i)	<p>Rent (per annum)</p> <p>Subject to market review calculated in accordance with Schedule 6 and Schedule 7.</p> <p>Rent (per month)</p> <p>Subject to market review calculated in accordance with Schedule 6 and Schedule 7.</p> <p>Rent commencement date</p> <p>Commencement Date of the Option Term.</p>
18.	Review Dates in Option Term(s)	<p>For the first Option Term:</p> <ol style="list-style-type: none"> 1. the Market Review Date is 1 May 2021; 2. the CPI Review Dates are 1 May 2022 and 1 May 2023 <p>For the second Option Term</p> <ol style="list-style-type: none"> 1. the Market Review Date is 1 May 2024; 2. the CPI Review Dates are 1 May 2025 and 1 May 2026.
19.	Tenant's Representative and address for service (Clauses 48.1 and 48.12.1.a)	<p>Department of Finance (Ministerial & Parliamentary Services) c/- State Manager - NSW, Ministerial & Parliamentary Services Portfolio Jones Lange LaSalle GPO Box 5410 Sydney NSW 2001</p>
20.	Landlord's Representative and address for service (Clause 48.1 and 48.12.1.b)	<p>Androse Pty Ltd 7 Lawrence Street Kenthurst NSW 2156</p>
21.	Insurance (Clause 42.2)	<p>In the joint names of the Landlord, the Tenant and such other persons as the Landlord may reasonably require.</p>
22.	Insurance of Tenant's Fittings and Tenant's Alterations	<p>Not Required</p>

	(Clause 42.1.1.a)	
23.	Public Risk Insurance amount (Clause 42.1.1.b and 48.1)	\$20 million
24.	Normal Business Hours (Clause 48.1)	9am to 5pm Monday to Friday inclusive except for public holidays in the location in which the Premises are located.
25.	Frequency of window cleaning (Clause 34.1.2)	Twice each calendar year during the term.
26.	After hours air-conditioning cost	Not applicable.
27.	Prior Agreement (Clause 48.5.1)	Not applicable.
28.	Outgoings (Net Lease)	Not applicable.
29.	Outgoings and Outgoings Review Dates (Gross Lease plus increases in Outgoings) over Base Year Amount	Not applicable.
30.	Base Year and Base Year Amount	Not applicable.
31.	Outgoings Commencement Date	Not applicable.

SCHEDULE 2 RULES

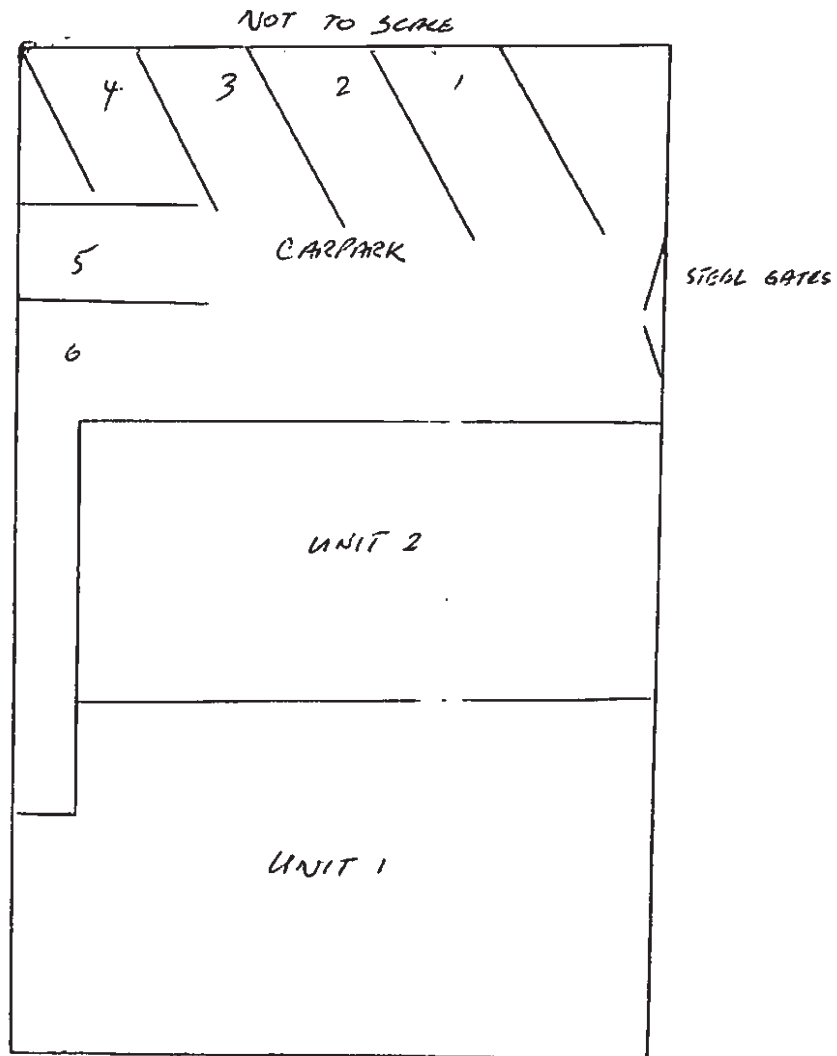
Not applicable

SCHEDULE 3 PLAN OR PLANS OF PREMISES

Not applicable

SCHEDULE 4 PLAN OF CAR PARKING BAYS

SITE PLAN 299 GEORGE ST WINDSOR NSW.



GEORGE ST WINDSOR

SCHEDULE 5 CAR PARK LICENCE

1. Grant of Licence

1.1. Licence

- 1.1.1. The Landlord grants the Tenant an appurtenant licence which runs with the estate granted by this Lease to use the Car Parking Bays during the Term (including during any Option Term, extension, other renewal or holding over).
- 1.1.2. The Car Parking Bays are for the sole use of the Tenant, and the Landlord agrees not to permit other persons to use the Car Parking Bays.
- 1.1.3. The Tenant is at all times entitled to unrestricted ingress to and egress from the Car Parking Bays.
- 1.1.4. The Tenant may at any time and upon giving at least 20 Working Days' Notice to the Landlord terminate its use of any or all of the Car Parking Bays.
- 1.1.5. The Landlord agrees to ensure that any car parking contractor appointed by it is made aware of the Tenant's rights under clause 15 and Schedule 5 of this Lease.

1.2. Assignment or subletting

- 1.2.1. If the Tenant assigns or sublets its interest in the Lease in accordance with clause 44.1.1 or clause 44.1.2 of the Lease, the Landlord agrees to grant the assignee or subtenant (as the case may be) a Licence for the remaining Term (including any renewal, extension or overholding) to use the Car Parking Bays on the same terms and conditions as contained in this Schedule 5.

SCHEDULE 6 RENT DETERMINATION FOR FIRST RENT PERIOD OF OPTION TERM

1. Valuer to determine Rent if not agreed

1.1. Determination of Rent

1.1.1. If the Parties fail to agree the Rent for the first Rent Period of the Option Term in accordance with clause 5, the Rent will be determined in accordance with Schedule 6 and Schedule 7:

1.1.2. In this Schedule:

a. Appointment Date means:

- i. *where two Valuers are appointed on time under clause 1.1.3 - 1 Working Day after the end of the Appointment Period;*
- ii. *where the Second Party appoints both Valuers in accordance with clause 1.1.4 - 1 Working Day after the end of the Supplementary Appointment Period; and*
- iii. *where the Umpire is appointed to determine the rent under clause 1.1.4, clause 1.1.5 or clause 1.1.6 – 1 Working Day after the Umpire is appointed under clause 1.1.4, clause 1.1.5 or clause 1.1.6 (as the case requires).*

b. Appointment Period means the period of 20 Working Days after the end of the Rent Review Consideration Period;

c. Determination means:

- iv. *where two Valuers have been appointed, their joint determination; and*
- v. *where one Umpire has been appointed the Umpire's determination;*

d. Determination Period means the period of 20 Working Days after the Appointment Date;

e. Rent Review Consideration Period means the period of 3 months after the commencement of the new lease under clause 5;

f. Rent Period means:

- i. *for the first Rent Period, the period commencing on the Commencement Date of the new lease and ending on the day before the first Market Review Date under the new lease; and*
- ii. *for each subsequent Rent Period, the period commencing on a Market Review Date under the new lease and ending on the earlier of the day before the next Market Review Date under the new lease and the end of the Term of the new lease; and*

g. Supplementary Appointment Period means the period of 10 Working Days after the end of the Appointment Period.

- 1.1.3. The Parties must each appoint a Valuer and advise each other of the name and contact details of the Valuer by the end of the Appointment Period.
- 1.1.4. If a Party (First Party) fails to appoint its Valuer by the end of the Appointment Period then it may no longer appoint its own Valuer and other Party (Second Party) may appoint both Valuers. If the Second Party fails to appoint the second Valuer within of the Supplementary Appointment Period then either Party may request the President to appoint an Umpire within 5 Working Days of the request to determine the Rent.
- 1.1.5. Where the two Valuers have been appointed to determine the Rent and they fail or refuse to deliver a Determination within the Determination Period then either Party may request the President to appoint an Umpire within 5 Working Days of the request to determine the Rent.
- 1.1.6. If the Umpire fails or refuses to deliver a determination by the end of the Determination Period then either Party may request the President to appoint another Umpire and the provisions of this Schedule 6 relating to appointment and determination by an Umpire will apply to the extent practicable to the second Umpire.
- 1.1.7. Each Valuer (and, where applicable, the Umpire) must
 - a. determine the open market rental value of the Premises at the commencement date of the relevant Option Term;
 - b. act as an expert and not as an arbitrator; and
 - c. give a written determination with reasons by the end of the Determination Period.
- 1.1.8. A Party may make oral and/or written submissions to the Valuers (or, if applicable, the Umpire) but only within 10 Working Days after the Appointment Date. In making a determination the Valuers (or, if applicable, the Umpire) must consider the written and/or oral submissions of a Party received within 10 Working Days after the Appointment Date.
- 1.1.9. The fees and expenses of the Valuers and, if applicable, the Umpire, must be paid by the Landlord and the Tenant equally.
- 1.1.10. The Determination of the Valuers and, if applicable, the Umpire, is final and binding.
- 1.1.11. The Valuers or the Umpire (as the case may require) must determine the open market rental value of the Premises at the Commencement Date of the Option Term in accordance with the Valuation Rules in Schedule 7.

SCHEDULE 7 VALUATION RULES

1. The Valuers or the Umpire (as the case may require) must determine the open market rental value of the Premises at the Commencement Date of the Option Term assuming that:
 - a. the Landlord is a willing but not anxious landlord and the Tenant is a willing but not anxious tenant;
 - b. the Premises are available with vacant possession,
 - c. assuming that the Premises have a NLA of 230 square metres;and taking into account:
 - d. the open market rental value (other than rental values which have been escalated to a predetermined amount or in accordance with movements in the consumer price index or any other index) at the Commencement Date of the Option Term of comparable premises, in the town or city within which the Building is situated whether that value is determined in respect of new lettings with vacant possession or in respect of occupied premises;
 - e. the Permitted Use of the Premises;
 - f. the period which will elapse between the Commencement Date of the Option Term and the first review date in the Further Term or, if there is no review date, the end of the Option Term;
 - g. the restriction on user, assignment or sub-letting;
 - h. the terms and conditions generally of the lease for the Option Term;
 - i. any rent-free period, financial contribution (including any contribution towards the cost of fitout) or other concession customarily or likely to be offered to new tenants of comparable vacant premises,but not taking into account:
 - j. the adverse effect on the condition or rental value of the Premises of any breach of this Lease by the Tenant;
 - k. any Fittings and other improvements or alterations installed in or made to the Premises by or for the Tenant, its sub-tenants or their respective predecessors in title during the Term, the Option Term or any period of prior occupation to the intent that the Premises for the purpose of determining the open market rental value will be regarded as cleared space but otherwise serviced and habitable;
 - l. any increase in value in the Premises as a result of any structural alterations or other voluntary improvements made to the Premises or the Building (including installation of equipment) by the Landlord at its discretion for any reason at any time (except any carried out at the prior request of the Tenant

to which the Tenant has not contributed either by way of service charge or otherwise);

- m. any special interest of the Tenant, its sub-tenants or their respective predecessors in title including the fact that the Tenant is a sitting tenant;
- n. goodwill occasioned by the Tenant, its sub-tenants or their respective predecessors in title;
- o. any right of the Tenant to use any part of the Building or the Land other than the net lettable area of the Premises and the Car Parking Bays; or
- p. any naming rights the Tenant may have in respect of the Building.

SCHEDULE 8 PERFORMANCE STANDARDS

Not Used

SCHEDULE 9 ADDITIONAL PROVISIONS

1. Asbestos Register

- 1.1. The Landlord and Tenant acknowledge that there may be Asbestos in the Premises, Building and on or under the Land.
- 1.2. Prior to the commencement of any of the Tenant's Works or Tenant's Alterations, the Landlord must provide the Tenant upon demand with evidence of its compliance with the Work Health and Safety Act 2011 (NSW) and all other laws, guidelines, codes of conduct and requirements, notices and requisitions of all relevant authorities in relation to Asbestos in the Premises and on or under the Land, including a copy of or access to the asbestos register and a copy of the asbestos clearance statement.

2. Rent Review based on CPI Movement

- 2.1. In this Lease:
- Review Date** means a date specified in Item 12; and
- CPI** means the Consumer Price Index (All Groups) for the city specified in Item 12 (or if no city is specified, then for the capital of the Jurisdiction) kept by the Australian Statistician and published by the Australian Bureau of Statistics ('the Index') and in the event of the Index being discontinued or abolished then such price index as the Australian Statistician substitutes for it.
- 2.2. The Rent payable from the relevant Review Date will be the Rent calculated in accordance with the following formula:
- $$A = B \times C/D$$
- where:
- A is the Rent payable on and from the Review Date;
- B is the Rent payable immediately before the Review Date;
- C is the CPI current at the relevant Review Date; and
- D is the CPI current at the last Review Date (which for the first Review Date is the Commencement Date).
- 2.3. The Rent fixed under this clause is payable from the relevant Review Date.
- 2.4. Until the Landlord notifies the Tenant of a change in Rent, the Tenant will pay the Rent which applies immediately prior to the Review Date.
- 2.5. If the Rent changes by the operation of clause 2.2, the Parties must make any necessary adjustment by payment or repayment within 20 Working Days after the Landlord gives the Tenant notice under clause 2.4.

3. Tenant's Insurance

- 3.1. At all times during the Term, the Tenant must:
 - 3.1.1. insure against public liability in relation to the Premises for the sum specified in Item 23;
 - 3.1.2. insure against plate and other glass in the Premises (including the shop front if any) against breakages;
- 3.2. The Tenant must if required by the Landlord (but no more than once every 12 months) produce for inspection by the Landlord a certificate of currency showing the policies above.
- 3.3. The Landlord acknowledges and agrees that:
 - a. the Tenant is covered by Comcover; and
 - b. whilst the Tenant is covered by Comcover it is taken to comply with this clause 3 of schedule 9.

SIGNING PAGE

1. DATE

This lease is dated

2. SIGNING

This Lease is executed as a deed.

EXECUTION BY LANDLORD

Certified correct for the purposes of the Real Property Act, 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

**Executed by Androse Pty Ltd
ACN 001 007 647 in
accordance with section 127 of
the Corporations Act 2001
(Cth) by:**



Signature of Director



Signature of
Director/Company
Secretary

Peter Rosenhain

Full name (print)

Elizabeth Rosenhain

Full name (print)

EXECUTION BY TENANT

Signed, sealed and delivered for and)
on behalf of the Commonwealth of)
Australia by:)

MATTHEW FRASER

Name of signatory

Signature

Being an authorised delegate of the
Commonwealth of Australia
(represented by Ministerial and
Parliamentary Services, Business
Enabling Services Group of the
Department of Finance)

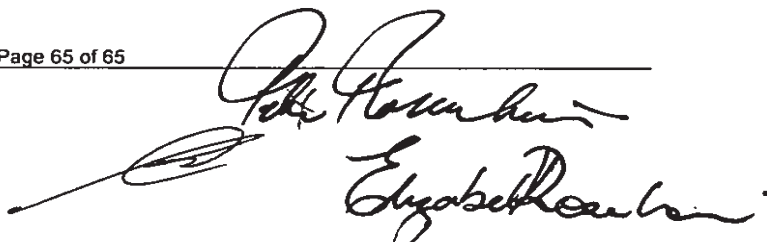
In the presence of:

MARIE-LOUISE COLLINS

Name of witness

Mollins

Signature of witness



Form: 07L
Release: 4.4

LEASE

New South Wales
Real Property Act 1999



AM322967D

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased

PART Folio Identifier 101/853132
being Office 2, Ground Floor, 299 George Street, Windsor

(B) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone and Facsimile Account Number if any

CODE

H325

JENNERS
Title Searching Co.
D.X. 779

123301W

Reference:

HEND - ANDROSE

L

(C) LESSOR

ANDROSE PTY. LIMITED (ABN 66 001 007 647)

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

WESTERN SYDNEY COMMUNITY LEGAL CENTRE INC. (ABN 81 963 193 626)

(F)

TENANCY:

- (G) 1. **TERM** Two (2) years
2. **COMMENCING DATE** 21 July 2016
3. **TERMINATING DATE** 20 July 2018
4. With an **OPTION TO RENEW** for a period of Two (2) years
set out in clause 9 of Memorandum Z502163
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out in clause of the 'Reservations'
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** 'A' hereto.
8. Incorporates the provisions set out in memorandum filed pursuant to 80A Real Property Act 1900
No. Z502163
9. The **RENT** is set out in clause No. 1 of Memorandum Z502163

DATE 9 March 2017

- (H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: ANDROSE PTY. LIMITED (ABN 66 001 007 646)

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

Director

Signature of authorised person:

Name of authorised person:

Office held:

Secretary

I certify that I am an eligible witness and that an authorised officer of the lessee signed this dealing in my presence.
[See note* below].

Signature of witness:

Name of witness:

Address of witness:

DEBRA RONAN
9 MUDIES RD
ST IVES 2075

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer:

Authorised officer's name:

Authority of officer:

Signing on behalf of:

Jane Barbagallo
Gayle J. Barbagallo
Chairperson
W.S.C.L.C.

(I) STATUTORY DECLARATION*

I

solemnly and sincerely declare that—

1. The time for the exercise of option to in expired lease No. has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at

in the State of New South Wales

on

in the presence of

of

☐ Justice of the Peace (J.P. Number:

)

☐ Practising Solicitor

☐ Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a

[Omit ID No.]

Signature of witness:

Signature of applicant:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

**THIS PAGE IS THE ANNEXURE REFERRED TO IN PARAGRAPH (G) 6 OF THE LEASE
BETWEEN: ANDROSE PTY. LIMITED (AS LESSOR)
AND: WESTERN SYDNEY COMMUNITY LEGAL CENTRE INC. (AS LESSEE)
DATED THE 9 DAY OF MARCH 2018.7**

RESERVATIONS

The Lessee shall have the benefit of the following right and liberties:

The right to use in common with the Lessor and all persons whomsoever authorised by the Lessor and other Lessees, tenants and occupiers of the building erected and to be erected on the land hereinbefore referred to and the employees, customers and visitors of such persons common areas as hereinafter defined in the said property or enjoyed therewith. For the purpose of the right provided herein "**Common Areas**" means those parts of the property hereinbefore described set apart by the Lessor for the common use of the Lessees and tenants including, pavements, passages, corridors, vestibules, stairs, toilets, docks and recreation areas. "**Building**" means the improvements together with any modifications, extensions or alterations thereto from time to time erected upon the land and all fixtures fittings, furnishings (other than tenants fixtures, fittings and furnishings) plant, machinery and equipment, conveniences, amenities and appurtenances thereto including without prejudice to the generality of the foregoing any elevators, escalators, airconditioning plant and ducts, sprinkler systems, gardens, foot and vehicular ways of the Lessor within the land from time to time.

The Lessor reserves unto himself the following right and liberties:

The uninterrupted flow of gas, water and electricity through all pipes, ducts, wires contained in the demised premises with the right to enter upon the demised premises at any time to repair the same but such right shall not diminish the liability of the Lessee under any of the covenants contained in this Lease.



**THIS IS ANNEXURE 'A' REFERRED TO IN PARAGRAPH (G) 7 OF THE LEASE
BETWEEN: ANDROSE PTY. LTD. (AS LESSOR)
AND: WESTERN SYDNEY COMMUNITY LEGAL CENTRE INC. (AS LESSEE)
DATED THE 9 DAY OF MARCH 2018.7**

REFERENCE SCHEDULE

- ITEM 1:**
- (a) CLAUSE 1.A(b)(i)
ANNUAL RENT FOR THE FIRST LEASE YEAR:**

THIRTY ONE THOUSAND FIVE HUNDRED AND TWENTY FOUR DOLLARS SIXTY CENTS (\$31,524.60) PLUS GST
 - (b) CLAUSE 1.A(b)(ii)
ANNUAL RENTAL WHERE 1(c) APPLIES:**

YEAR 2
 - (c) CLAUSE 1.A(b)(iii)
ANNUAL RENTAL WHERE 1(d) APPLIES:**

NOT APPLICABLE
- ITEM 2:**
- (a) CLAUSE 1.B(a)
PERCENTAGE OF OUTGOINGS:**
NOT APPLICABLE
 - (b) CLAUSE 1.C
PERCENTAGE OF INCREASES IN RATES AND CHARGES:**

NOT APPLICABLE
- ITEM 3:**
- CLAUSE 3(q)
USE OF PREMISES:**

OFFICES
- ITEM 4:**
- CLAUSE 9
PERIOD OF FURTHER TERM:**

TWO (2) YEARS
- ITEM 5:**
- (a) CLAUSE 15
SECURITY DEPOSIT:**
ONE (1) MONTHS RENT
 - (b) CLAUSE 15
INCREASED SECURITY DEPOSIT:**
ONE (1) MONTHS RENT
- ITEM 6:**
- CLAUSE 16
GUARANTOR:**

NOT APPLICABLE



**THIS PAGE AND THE FOLLOWING 7 PAGES ARE THE ANNEXURE
REFERRED TO IN PARAGRAPH (G) 8 OF THE LEASE
BETWEEN: ANDROSE PTY. LTD. (AS LESSOR)
AND: WESTERN SYDNEY COMMUNITY LEGAL CENTRE INC. (AS LESSEE)
DATED THE 9 DAY OF MARCH 2018.7**

AMENDMENTS TO MEMORANDUM Z502163

1. **Clause 1.A (b) (iii)** is to be deleted.
2. **Clause 1.A (c)** is to be amended in lines 4 and 5 by deleting the words and figures "...the greater of one hundred and ten per cent (110%) per annum or..."
3. **Clause 1.A (d)** is to be deleted.
4. **Clauses 1.B and 1.C** are to be deleted.
5. **Clause 3(a) (i)** is to be amended by deleting all words in the last six lines after the word "reasonable" and substituting the following words "wear and tear and damage by fire, lightning, storm, riot, civil commotions, war damage, Act of God or tempest only excepted, provided that the Lessee shall take all reasonable measures and precautions and do all things necessary to ensure that any damage defect or dilapidation of which the Lessee is aware, which has been or at any time shall be occasioned by reasonable wear and tear is promptly notified to the Lessor. Nothing in this Clause 3(a) (i) requires the Lessee to carry out structural repairs or maintenance or to incur costs of a capital nature (including costs associated with the replacement of major components of capital items) except to the extent the need for those works arises because of the negligent act or omission or default of the Lessee or the Lessee's permitted use."
6. **Clause 3 (a) (iii)** is to be deleted and substituted with the following clause:

"The Lessee acknowledges that the Lessor shall have no responsibilities or obligations in respect of the cleaning of the premises. The Lessee shall, on a regular basis and in a proper and workmanlike manner, cause the premises to be cleaned at its own cost."
7. **Clause 3 (b)** is to be deleted.
8. **Clause 3 (c)** is to be amended as follows:-
 - (a) In the second and third lines by deleting the words "excess water rates" and substituting therefore the words "water usage/consumption charges", and
 - (b) In the sixth and seventh lines by deleting the words "excess water" and substituting therefore the words "water usage/consumption charges".



9. **Clause 3 (d)** is to be amended in the first line after the word **"Lessor"** by adding the words **"(which consent shall not be unreasonably withheld)"**
10. **Clause 3 (e)** is to be amended in the second line after the word **"building"** by adding the words **"to the extent"**.
11. **Clause 3(f) (iii) (b)** is to be amended at the end of the clause by adding the words **"acting reasonably"**.
12. **Clause 3 (f) (iii) (c)** is to be deleted and substituted with the following clause:

"the Lessee pays on demand all proper and reasonable costs incurred by the Lessor in considering the proposed works including the proper and reasonable fees of any architect or other building consultant employed by the Lessor."
13. **Clause 3 (f) (iii) (f)** is to be deleted.
14. **Clause 3(h)(i)(a)** is to be amended by substituting the words and figures **"TEN MILLION DOLLARS (\$10,000,000.00)"** for the words and figures **"FIVE MILLION DOLLARS (\$5,000,000.00)"** where appearing.
15. **Clause 3(h)(i)(c)** is to be amended by deleting the words **"joint names of the Lessor and the Lessee"** and substituting with the words **"name of the Lessee and noting the interest of the Lessor."**
16. **Clause 3(h)(iii)** is to be amended by deleting the words **"an insurance company approved by the Lessor"** and substituting with the words **"a reputable insurance company."**
17. **Clause 3 (i)** is to be amended at the end of the clause by adding the words **"except to the extent caused or contributed to by the act, omission, negligence, breach or default of the Lessor or the Lessor's employees, agents, contractors, servants or workmen."**
18. **Clause 3 (j)** is to be amended by deleting all words from **"whether the same shall occur"** to the end of the clause and substituting with the following **"except to the extent caused or contributed to by the act, omission, negligence, breach or default of the Lessor or the Lessor's employees, agents, contractors, servants or workmen."**
19. **Clause 3(k)** is to be amended at the end of the clause by adding the following words **"except for fair wear and tear and damage by fire, lightning, storm, riot, civil commotion, war damage, Act of God or tempest."**



20. **Clause 3 (n)** is to be amended as follows:-
- (a) In the third line by adding the word **"particular"** before the word **"use"**.
 - (b) In the seventh line by deleting the words **"premises or the user thereof"** and substituting the words **"Lessee's particular use or occupation of the Premises."**
 - (c) At the end of the clause by adding the words **"Despite the above, nothing in this Lease requires the Lessee to carry out works to the Premises as a result of laws or requirements which apply generally to the Building or to the buildings of the same or similar nature as the Building."**
21. **Clause 3 (r)** is to be deleted.
22. **Clause 3 (t) (ii)** is to be amended by deleting the first three lines of this clause.
23. **Clause 3 (t) (iii)** is to be amended by deleting the words **"or predecessors in title"**.
24. **Clause 3 (t) (viii)** is to be deleted.
25. **Clause 3 (u) (ii)** is to be amended at the end of the clause by adding the words **"(in respect of which the Lessor has received notice in writing from the Lessor)."**
26. **Clause 3 (u) (iii) (a)** is to be amended by adding the word **"reasonable"** before the word **"satisfaction"**.
27. **Clause 3 (u) (iii) (b)** is to be amended by adding the word **"reasonably"** before the word **"required"**.
28. **Clause 3 (u) (iii) (c)** is to be amended by adding the word **"reasonably"** before the word **"require"**.
29. **Clause 3 (u) (iii) (d)** is to be amended by:
- (a) Deleting the words **"and endorsement thereon of its consent"** and
 - (b) Deleting the words **"the duplicate registered Lease endorsed with"** and substituting the words **"a registered copy of"**.
30. **Clause 3 (u) (iv)** is to be amended by deleting the words **"fee to cover administrative expenses and also its reasonable"**.
31. **Clause 3 (u)** is to be amended at the end of the clause by adding a new paragraph as follows:-
- "The Lessor must not unreasonably withhold its consent to a proposed sublease of the whole or part of the Premises."**
32. **Clause 3 (v)** is to be deleted.



33. **Clause 4 (a)** is to be amended by adding the words **“(other than through the Lessor’s neglect or default)”** after the words **“fail to function”**.
34. **Clause 4 (c)** is to be amended at the end of the clause by adding the words **“or anyone claiming under the Lessor.”**
35. **Clauses 4 (d), (e), (f) and (g)** are to be added as follows:-
- “(d) The Lessor must keep and maintain the Building structurally sound and in wind and watertight condition.**
 - (e) To the extent it is not the Lessee’s responsibility under the Lease, the Lessor must promptly repair and replace, where necessary, the Lessor’s fixtures and fittings contained within the Premises.**
 - (f) To the extent it is not the Lessee’s responsibility under the Lease, the Lessor must ensure that all services supplied to or consumed on the Premises or in the Building, including electricity, water, sewerage and telephone are operational and functional.**
 - (g) On or before the date on which the Lessee is given access to the Premises to carry out its fitout, the Lessor must remove all desks and reception furniture currently in the Premises.**
36. **Clause 5A** is to be amended as follows:-
- (a) By adding the words “for the Permitted Use” after the words “occupation of the Lessee” and**
 - (b) At the end of the clause by adding the word “substantially” before the words “caused or contributed”.**
37. **Clause 5A (c)** is to be amended by adding the words **“and other amounts payable under this Lease”** after the words **“yearly rent”**.
38. **Clause 5B (a)** is to be amended by deleting the words **“although no formal demand therefore has been made”** and substituting the words **“(and the Lessee has failed to remedy the breach after seven (7) days notice in writing from the Lessor).”**.
39. **Clause 5B (b)** is to be amended by adding the words **“after notice in writing from the Lessor”** after the word **“time”**.
40. **Clause 5B (c)** is to be amended in the first line by deleting the word **“any”** and substituting the word **“all”**.
41. **Clause 5B** is to be amended in the last paragraph by deleting the last seven lines and substituting the words **“purpose of procuring the registration of a surrender of this Lease.”**



42. **Clause 5D (c) (iv)** is to be amended at the end of the clause by adding the words **“(other than a surrender by agreement between the parties)”**.
43. **Clause 5F** is to be added as follows:-
- “Despite any other provision, the Lessor must take reasonable steps to mitigate its loss and to re-lease the Premises at a reasonable rent and on reasonable terms. The Lessor’s entitlement to damages is to be assessed on the basis that the Lessor has observed this obligation to mitigate damages. The Lessor’s conduct under this duty to mitigate damages does not constitute acceptance of the Lessee’s breach or repudiation or a surrender by operation of law.”**
44. **Clause 8** is to be amended in the second line by deleting the words and figures **“twenty per centum (20%)”** and substituting the words and figures **“ten per centum (10%)”**.
45. **Clause 9** is to be amended in the first paragraph by adding the words **“(in respect of which the Lessee has received notice in writing from the Lessor)”** after the word **“hereincontained”**.
46. **Clause 9 (b)** is to be amended by deleting the word **“expenses”** and substituting the words **“proper and reasonable legal expenses incurred by the Lessor”**.
47. **Clause 9 (c)** is to be amended by adding the words **“and taking no account of the Lessee’s fixtures, fittings and other property within the Premises”** after the words **“therein by the Lessee”**.
48. **Clause 9 (d) and (f)** are to be amended by deleting the words **“Australian Institute of Valuers”** and substituting the words **“Australian Property Institute Incorporated (New South Wales Division)”**.
49. **Clause 11 (a)** is to be amended by deleting the word **“negligence”** and substituting the words **“negligence or wilful act or omission.”**
50. **Clause 12 (d)** is to be amended by adding the words **“(other than through the Lessor’s neglect or default)”** after the words **“for any reason”**.
51. **Clause 12 (e)** is to be amended by deleting the word **“time”** and substituting the words **“reasonable times on reasonable notice”**.
52. **Clause 15** is to be amended as follows:-
- (a) In the eighth line by adding the words **“(together with any interest earned on the investment of the security deposit)”** after the words **“security deposit”**.
- (b) In the twelfth line by adding the words **“(but only after notice in writing of the breach has been given to the Lessee and the Lessee has failed to remedy such breach)”** after the words **“conditions of this Lease”**.



53. **Clause 17** is to be added as follows:-

- “(a) The Lessee shall have the right to use and occupy for the parking of motor vehicles one (1) space within the common area the precise location of which the Lessor shall from time to time be at liberty to determine.**
- (b) The Lessee shall not use nor permit suffer or allow the Lessee’s employees and visitors or any of them without the previous consent of the Lessor to use such part or parts of the common area except for the parking of motor vehicles and for the transportation of goods to or from the premises in the ordinary course of the Lessee’s business and then always subject to such reasonable rules and regulations and restrictions as the Lessor may from time to time impose and the Lessee agrees after notice thereof to abide by such rules and regulations and restrictions and use its best efforts to the Lessee’s employees and visitors to conform thereto.**
- (c) The Lessee shall upon request furnish to the Lessor the licence numbers of the vehicles used by the Lessee its servants and agents.**
- (c) The Lessee shall:-**
- (i) park the said motor vehicles only in the position in the car parking area from time to time designated by the Lessor or any of its employees authorised for that purpose and not elsewhere;**
 - (ii) not clean grease oil repair or wash such motor cars in the car parking area or any part thereof;**
 - (iii) keep the Lessor indemnified against all claims for accident or injury occurring in the car parking area or any part thereof by reason of any of the Lessee’s own negligence or the negligence of the Lessee’s employees and visitors whether such claims be at common law or otherwise.**
- (d) The Lessor shall not be responsible for:-**
- (i) any damage that any motor vehicle may sustain while entering or leaving the car parking area or whilst within the car parking area or whilst being moved by any employee of either the Lessor or the Lessee except to the extent of the negligence of the Lessor or its employees, agents, contractors, servants or workmen;**
 - (ii) any theft of the said motor vehicles while in the car parking area or the theft of any of the parts equipment or contents of the said motor vehicles howsoever occurring except to the extent of the negligence of the Lessor or its employees, agents, contractors, servants or workmen;**



(iii) any actions damages claims and demands in respect thereof and the Lessee will keep the Lessor indemnified against all claims for accident or injury occurring in the car parking area or any part thereof by reason of any of the Lessee's own negligence or the negligence of the Lessee's employees and visitors whether such claim be at common law or otherwise and the Lessor shall have no responsibility for any injury loss or damage to the person or any property of the Lessee or the Lessee's employees and visitors except to the extent of the negligence of the Lessor or its employees, agents, contractors, servants or workmen.

(e) Upon the termination of this Lease the Lessee will promptly remove any motor vehicle belonging to it or to its employees agents or clients from the car parking area and every part thereof and in default thereof the Lessor shall be entitled to remove the same and whatsoever the Lessor or any person authorised by it shall do pursuant to this power shall be deemed to have been done with the full authority of and as agent for and in all respects at the risk of the Lessee."

54. Clause 18 is to be added as follows:-

"18. GST

GST Definitions

For the purpose of this Clause 18:

"GST" means GST within the meaning of the GST Act.

"GST Act" means GST within the meaning of the GST Act.

Expressions set out in italics in this clause bear the same meaning as those expressions in the GST Act.

18.2 Amounts otherwise payable do not include GST

Except where express provision is made to the contrary, and subject to this Clause 18, the *consideration* payable by any party under this Lease represents the *value* of any *taxable supply* for which payment is to be made.

18.3 Liability to pay any GST

Subject to Clause 18.5 if a party makes a *taxable supply* in connection with this Lease for a *consideration*, which, under Clause 18.2 or Clause 18.4 represents its *value*, then the party liable to pay for the *taxable supply* must also pay, at the same time and in the same manner as the *value* is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.



18.4 Reimbursements

If this Lease requires the Lessee to pay, reimburse or contribute to an amount paid or payable by the Lessor in respect of an *acquisition* from a third party for which the Lessor is entitled to claim an *input tax credit*, the amount required to be paid, reimbursed or contributed by the Lessee will be the *value* of the *acquisition* by the Lessor plus, if the Lessor's recovery from the Lessee is a *taxable supply*, any GST payable under Clause 18.3

18.5 Tax Invoice

A party's right to payment under Clause 18.3 is subject to a valid *tax invoice* being delivered to the party liable to pay for the *taxable supply*."

55. Clause 19 is to be added as follows:-

"19. In addition to the obligation for the payment of rent hereunder, the Lessee will pay on a quarterly basis, an air-conditioning maintenance service fee (at the date of this Lease being in an amount of approximately \$75.00 per quarter [excluding GST]) which amount shall be paid by the Lessee to the Lessor upon the delivery of a tax invoice."

56. Clause 20 is to be added as follows:-

- "(a) On or from the date on which the Lessee executes and returns the Lease to the Lessor's Solicitor, the Lessor grants and the Lessee accepts a licence in respect of the Premises for the purposes of carrying out the Lessee's Fitout.
- (b) The licence terminates on the date immediately prior to the commencement date of this Lease.
- (c) For the avoidance of doubt, during the period of the licence, the Lessee must comply with its obligations under Clause 3 (f).
- (d) All risk as to damage to the Premises and the Lessee's property passes to the Lessee immediately after the Lessee enters into possession."

57. The Appendix (Rules and Regulations) is to be amended by deleting Q, S and T.



FILE WITH AM322967

STATUTORY DECLARATION

I, **KENNETH BRUCE HENDERSON** of 6/3 Central Avenue, Thornleigh in the State of New South Wales, Solicitor, do hereby solemnly and sincerely declare as follows:-

1. I am the Solicitor acting for Androse Pty. Limited (ABN 66 001 007 647) the registered proprietor of the whole of the land comprised in Certificate of Title Folio Identifier 101/853132 being premises known as Office 2, Ground Floor, 299 George Street, Windsor ('the property').
2. Registered on Title of the property is a Lease to Hawkesbury Nepean Community Legal Centre Inc. registered number AH193245 ('the Lease').
3. The termination date of the Lease was 20 July 2016. The Lease contained an Option to Renew for a further term of four (4) years.
4. Hawkesbury Nepean Community Legal Centre Inc. did not exercise the option to renew the Lease for a further term.
5. Hawkesbury Nepean Community Legal Centre Inc. has vacated the property.

AND I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

SUBSCRIBED AND DECLARED

At Thornleigh this day of March
2017

Before Me:

A Cox

J.P 172361

Kenneth Bruce Henderson

Kenneth Bruce Henderson

.....
Anne Cox
Justice of the Peace JP 172361

I Anne Cox confirm that I saw the face of Kenneth Bruce Henderson and I have known him for more than 12 months.

Form: 07VL
Release: 3-0

ARIATION OF LEASE

New South Wales
Real Property Act 1900



AH328964C

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar by this form for the establishment and maintenance of the Real Property Act Register. The Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Part Folio 101/853132 being Office 3 (Upstairs) 299 George Street, Windsor

(B) HEAD LEASE

Number

Torrens Title

(C) LODGED BY 2013

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

CODE

DIBBS BARKER
DX 101 SYDNEY
LLPN: 123513F

VL

TIME: 14.08

Reference: ACZ:4202092/20704666

(D) LESSOR

ANDROSE PTY LIMITED ABN 66 001 007 646

(E) LEASE VARIED

AE929060

(F) LESSEE

JOB FIND CENTRES AUSTRALIA PTY. LTD. ACN 072 710 000

- (G) 1. The rent is varied to \$31890.00 per year on and as from 1 July 2012.
2. The term is increased to 6 years months and days so as to expire on 30 June 2015.
3. The provisions of the lease are varied as set out in annexure A hereto.

DATE 8 Oct. 2012

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation:

Authority: ANDROSE PTY LIMITED ABN 66 001 007 646

section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person: PETER ROSENTHAL

Name of authorised person: PETER ROSENTHAL

Office held: X DIRECTOR

Office held: DIRECTOR

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation:

Authority: JOBFIND CENTRES AUSTRALIA PTY. LTD. ACN 072 710 000

section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person: SUE PAULY

Name of authorised person: DAVID ROSE

Office held: DIRECTOR


Office held: DIRECTOR

THIS IS ANNEXURE A TO THE VARIATION OF LEASE DATED

BETWEEN ANDROSE PTY LIMITED (ABN 66 001 007 646) AS LESSOR AND JOBFIND CENTRES AUSTRALIA PTY LTD (ACN 072 710 000) AS LESSEE

1. Each party will be responsible for its own legal costs in relation to the preparation and execution of this Variation of Lease
2. The Lessor will promptly obtain any mortgagee of the Premises consent to this variation of lease at its own cost.
3. The parties agree that no rent will be payable for the period 1 July 2012 to 31 July 2012 (inclusive).
4. The amounts referred to in Items 5(a) and 5(b) be amended to read "\$5,350.40".
5. Delete "three (3)" in clause 9(a) and replace with "two (2)".

Executed by Androse Pty Limited ABN 66 001 007 646 in accordance with section 127 of the Corporations Act 2001::



Director Signature

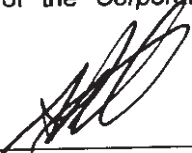
PETER ROSENHAIN
Print Name



Director/Secretary Signature

ELIZABETH ROSENHAIN
Print Name

Executed by Jobfind Centres Australia Pty Ltd ACN 072 710 000 in accordance with section 127 of the Corporations Act 2001::



Director Signature

STUART PALLY
Print Name



Director/Secretary Signature

DAVID ROSSITER
Print Name

Form: 07L
Release: 2.6
www.lands.nsw.gov.au

LEASE
New South Wales
Real Property Act 1900



AE929060Y

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect and use information provided by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) FOLIO OF THE REGISTER

Property leased

PART Folio Identifier 101/853132
being Office 3 (Upstairs) 299 George Street, Windsor

(B) LODGED BY

Document
Collection
Box
4325

Name, Address or DX, Telephone, and LLPN if any

123301W

Reference: HEND-291111

CODE

L

(C) LESSOR

ANDROSE PTY. LIMITED (ABN 66 001 007 646)

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

JOBFIND CENTRES AUSTRALIA PTY. LTD. (ACN 072 710 000)

(F)

TENANCY:

(G) 1. TERM Three (3) years

2. COMMENCING DATE 1 July 2009

3. TERMINATING DATE 30 June 2012

4. With an ~~OPTION TO RENEW~~ for a period of three (3) **OPTIONS TO RENEW** each for three (3) years
set out in clause 9 of Memorandum Z502163

5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.

6. Together with and reserving the **RIGHTS** set out in clause of the 'Reservations'

7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** 'A' hereto.

8. Incorporates the provisions set out in memorandum recorded in the Department of
Lands, Land and Property Information Division as No. Z502163

9. The **RENT** is set out in clause No. 1 of Memorandum Z502163

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
0801

Page 1 of 19

DEPARTMENT OF LANDS
LAND AND PROPERTY INFORMATION DIVISION

DATE 24.8.09

- (H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: ANDROSE PTY. LIMITED (ABN 66 001 007 647)

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [Signature]

Signature of authorised person: [Signature]

Name of authorised person: PETER ROSENTHAL

Name of authorised person: PETER ROSENTHAL

Office held: Secretary

Office held: Director

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: JOB FIND CENTRES AUSTRALIA PTY. LTD. (ACN 072 710 000)

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [Signature]

Signature of authorised person: [Signature]

Name of authorised person: CON J KITOS

Name of authorised person: STEPHEN BUNSTON

Office held: MANAGING DIRECTOR

Office held: CHIEF FINANCIAL OFFICER

(I) **STATUTORY DECLARATION***

I _____
solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales

on _____ in the presence of—

Signature of witness: _____ Signature of lessor: _____

Full name of witness: _____

Address of witness: _____

Qualification of witness: [tick one]

☐ Justice of the Peace

☐ Practising Solicitor

☐ Other qualified witness [specify] _____

* As the Department of Lands may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment of the form at Land and Property Information Division.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

**THIS PAGE IS THE ANNEXURE REFERRED TO IN PARAGRAPH (G) 6 OF THE LEASE
BETWEEN: ANDROSE PTY. LIMITED (AS LESSOR)
AND: JOBFIND CENTRES AUSTRALIA PTY. LTD. (AS LESSEE)
DATED THE DAY OF 2009**



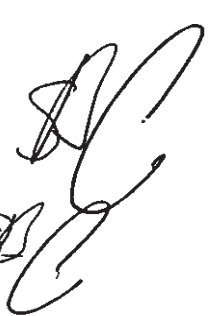
RESERVATIONS

The Lessee shall have the benefit of the following right and liberties:

The right to use in common with the Lessor and all persons whomsoever authorised by the Lessor and other Lessees, tenants and occupiers of the building erected and to be erected on the land hereinbefore referred to and the employees, customers and visitors of such persons common areas as hereinafter defined in the said property or enjoyed therewith. For the purpose of the right provided herein "Common Areas" means those parts of the property hereinbefore described set apart by the Lessor for the common use of the Lessees and tenants including, pavements, passages, corridors, vestibules, stairs, toilets, docks and recreation areas. "Building" means the improvements together with any modifications, extensions or alterations thereto from time to time erected upon the land and all fixtures fittings, furnishings (other than tenants fixtures, fittings and furnishings) plant, machinery and equipment, conveniences, amenities and appurtenances thereto including without prejudice to the generality of the foregoing any elevators, escalators, airconditioning plant and ducts, sprinkler systems, gardens, foot and vehicular ways of the Lessor within the land from time to time.

The Lessor reserves unto himself the following right and liberties:

The uninterrupted flow of gas, water and electricity through all pipes, ducts, wires contained in the demised premises with the right to enter upon the demised premises at any time to repair the same but such right shall not diminish the liability of the Lessee under any of the covenants contained in this Lease.




~~Page 3 of 7~~
30919

**THIS IS THE ANNEXURE 'A' REFERRED TO IN PARAGRAPH (G)7 OF THE LEASE
BETWEEN: ANDROSE PTY. LIMITED (AS LESSOR)
AND: JOBFIND CENTRES AUSTRALIA PTY. LTD. (AS LESSEE)
DATED THE DAY OF 2009.
REFERENCE SCHEDULE**

- ITEM 1:**
- (a) **CLAUSE 1.A(b)(i)
ANNUAL RENT FOR THE FIRST LEASE YEAR:**

**TWENTY NINE THOUSAND ONE HUNDRED AND EIGHTY FOUR DOLLARS
(\$29,184.00) (PLUS GST)**
 - (b) **CLAUSE 1.A(b)(ii)
ANNUAL RENTAL WHERE 1(b) APPLIES:**

YEARS 2 AND 3
 - (c) **CLAUSE 1.A(b)(iii)
ANNUAL RENTAL WHERE 1(d) APPLIES:**

NOT APPLICABLE.
- ITEM 2:**
- (a) **CLAUSE 1.B(a)
PERCENTAGE OF OUTGOINGS:**

NOT APPLICABLE.
 - (b) **CLAUSE 1.C
PERCENTAGE OF INCREASES IN RATES AND CHARGES:**

NOT APPLICABLE
- ITEM 3:** **CLAUSE 3(q)
USE OF PREMISES:**

COMMERCIAL OFFICE FOR EMPLOYMENT SERVICES AND TRAINING.
- ITEM 4:** **CLAUSE 9
PERIOD OF FURTHER TERM:**

THREE (3) YEARS
- ITEM 5:**
- (a) **CLAUSE 15
SECURITY DEPOSIT:**

AN AMOUNT EQUAL TO TWO (2) MONTHS RENT.
 - (b) **CLAUSE 15
INCREASED SECURITY DEPOSIT:**

AN AMOUNT EQUAL TO TWO (2) MONTHS RENT.
- ITEM 6:** **CLAUSE 16
GUARANTORS:**

NOT APPLICABLE.

THIS AND THE FOLLOWING 15 PAGES ARE THE ANNEXURE REFERRED TO IN PARAGRAPH (G) 8
OF THE LEASE BETWEEN: ANDROSE PTY. LIMITED (AS LESSOR)
AND: JOBFIND CENTRES AUSTRALIA PTY. LTD. (AS LESSEE)
DATED THE DAY OF 2009.

AMENDMENTS TO MEMORANDUM Z502163

1. **Clause 1.A (b)(iii)** is to be deleted.
2. **Clause 1.A (c)** is to be deleted and substituted with the following Clause:-

"The annual rent hereby reserved shall be reviewed on each anniversary of the date of the commencement of the term of this Lease by multiplying the then current annual rent by one hundred and three per cent (103%). The annual rent so determined shall be payable by calendar monthly instalments calculated to the nearest cent by dividing the annual rent by twelve and the reference in this Lease to the monthly instalments of rent payable by the Lessee to the Lessor shall be varied accordingly."

3. **Clause 1.A (d)** is to be deleted.
4. **Clause 1.B** is to be deleted.
5. **Clause 1.C** is to be deleted.
6. **Clause 17** is to be added as follows:-

"17. GST

17.1 GST Definitions

For the purpose of this Clause 17:

"GST" means GST within the meaning of the GST Act.

"GST Act" means GST within the meaning of the GST Act.

Expressions set out in *italics* in this clause bear the same meaning as those expressions in the GST Act.

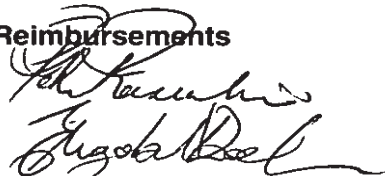
17.2 Amounts otherwise payable do not include GST

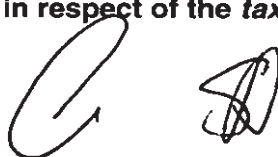
Except where express provision is made to the contrary, and subject to this Clause 17, the *consideration* payable by any party under this Lease represents the *value* of any *taxable supply* for which payment is to be made.

17.3 Liability to pay any GST

Subject to Clause 17.5 if a party makes a *taxable supply* in connection with this Lease for a *consideration*, which, under Clause 17.2 or Clause 17.4 represents its *value*, then the party liable to pay for the *taxable supply* must also pay, at the same time and in the same manner as the *value* is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.

17.4 Reimbursements


5



If this Lease requires the Lessee to pay, reimburse or contribute to an amount paid or payable by the Lessor in respect of an *acquisition* from a third party for which the Landlord is entitled to claim an *input tax credit*, the amount required to be paid, reimbursed or contributed by the Lessee will be the *value* of the *acquisition* by the Lessor plus, if the Lessor's recovery from the Lessee is a *taxable supply*, any GST payable under Clause 17.3

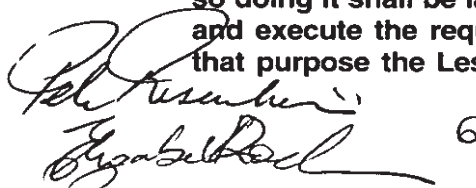
17.5 Tax Invoice

A party's right to payment under Clause 17.3 is subject to a valid *tax invoice* being delivered to the party liable to pay for the *taxable supply* 7 days prior to the due date for payment."

7. The Appendix (Rules and Regulations) is to be amended by deleting Q, S and T.
8. Notwithstanding the provisions of Memorandum Z502163 and this Lease, the Lessor acknowledges and agrees that the one (1) month period 1 July 2009 to 31 July 2009 shall be rent free.
9. Clauses 3(a) to (v) delete and replace with:

"3. The Lessee further covenants with the Lessor:-

- (a) (i) That having regard to the condition of the premises at the commencement of this Lease and subject to fair wear and tear the Lessee will keep the premises in a good state of cleanliness unless the Lessor arranges for the cleaning of the premises in accordance with sub-clause (iii) hereof and will well and sufficiently repair the same having regard to its condition at the Commencement Date with the appurtenances and all fixtures and things thereto belonging or which at any time during the said term shall be erected or put therein by the Lessor or by the Lessee with the Lessor's consent and also all gas and electric light fittings, drains, plant and equipment in the premises when, where and so often as needs be reasonable wear and tear and damage by fire lightning storm or tempest only excepted, provided that the Lessee shall take all reasonable measures and precautions and do all things necessary to ensure that any damage defect or dilapidation which has been or at any time shall be occasioned by reasonable wear and tear shall not give rise to or cause or contribute to any substantial injury to the premises.
- (ii) The Lessor and its agents may at all reasonable times upon first giving to the Lessee prior reasonable notice (except in the case of emergency when no notice shall be required) enter upon the premises and view the state of repair thereof and may serve upon the Lessee a notice in writing of any defect the repair of which is the Lessee's responsibility hereunder, requiring the Lessee within a reasonable time to repair the same and in default of the Lessee so doing it shall be lawful for the Lessor from time to time to enter and execute the required repairs as if it were the Lessee and for that purpose the Lessor its architects, contractors, workmen and



6

agents may enter upon the whole or any part of the premises and there remain for the purpose of doing, erecting or effecting any such thing and any expenses and costs of carrying out such work shall forthwith be payable by the Lessee to the Lessor.

(iii) The Lessor shall be at liberty to employ a cleaner to clean the premises and/or the windows thereof, in which case:

(a) the Lessee shall permit access to be given to the premises at any time for the purpose of window cleaning and outside normal business hours for the purposes of other cleaning; and

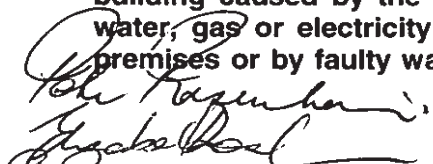
(b) except to the extent caused or contributed to by the act, omission, negligence or default of the Lessor, the Lessor shall not be responsible for any loss of or damage to the property or effects of the Lessee occasioned by the cleaner or other persons employed by the Lessor.

(b) That the Lessee will (notwithstanding the Lessee's obligation to repair) pay to the Lessor on demand all reasonable moneys expended by the Lessor in making and executing any such repairs, alterations, cleansing or works as are referred to in this Lease that the Lessee has failed to do within a reasonable time after first receiving written notice requiring it to do so and in case the Lessee shall make default in such payment the said moneys shall be recoverable by the Lessor.

(c) That the Lessee will during the said term and for such further time as the Lessee shall hold the said premises or any part thereof pay for all gas, water usage/consumption charges, and waste disposal and electricity used by the Lessee according to the meter readings or in the event of there being no meter or of any meter being defective then for the amount of gas, electricity and water usage/consumption charges which shall be assessed by the company or authority supplying the same. The Lessee shall pay all telephone charges.

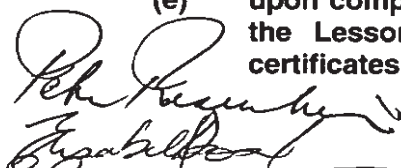
(d) That the Lessee shall not without the prior written consent of the Lessor which cannot be unreasonably withheld paint, affix or place upon any part of the premises or elsewhere in the building of which the premises might form part or upon the footpath adjacent to or in close proximity to the premises, any sign, name, neon light or like light, notice, hoarding, billboard or other device or advertisement. The Lessee, will upon the expiration or other sooner determination of the said term remove at the expense of the Lessee all lettering and distinctive marks or signs put by the Lessee or by the Lessor for the Lessee on any of the walls or doors or windows of the premises and will make good any damage or disfigurement caused to such walls or doors or windows by reason of such removal.

(e) That except to the extent caused or contributed to by act, omission, negligence or default of the Lessor, the Lessee will indemnify and save harmless the Lessor from all loss and damage to the premises or the building caused by the negligent use or misuse waste or abuse of the water, gas or electricity supplied to the Lessee in connection with the premises or by faulty water, gas or electric light fittings or fixtures fixed

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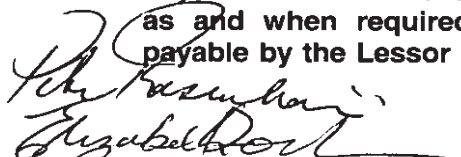
or installed by the Lessee and the Lessee will give to the Lessor or to its caretaker collector or agents prompt written notice of any accident to or defects in the water pipes, gas pipes, electric light wiring or fittings or fixtures.

- (f) (i) (a) the Lessee shall not without the prior consent in writing of the Lessor which shall not be unreasonably withheld make any alterations or additions to or place or affix any item whatsoever on or to any part of the land which does not form part of the premises.
- (b) the Lessee shall not without the prior consent in writing of the Lessor which shall not be unreasonably withheld make any alterations or additions whatsoever to the structure of the building or the premises.
- (c) the Lessee shall not without the prior consent in writing of the Lessor (which consent shall not be unreasonably withheld) make any alterations or additions to those parts of the premises not forming part of the structure thereof.
- (d) the Lessee shall not without the prior consent in writing of the Lessor (which consent shall not be unreasonably withheld) install in the premises any trade or tenants fixtures or fittings.
- (ii) The Lessor may require the Lessee to submit plans and specifications of any proposed work of the kind referred to in the immediately preceding sub-clause.
- (iii) The Lessor may require as a condition of its approval of any proposed work of the kind referred to in sub-clause (i) that:
 - (a) any such work shall be supervised by a person nominated by the Lessor acting reasonably;
 - (b) any such work shall be executed by such contractors or tradesmen as are approved by the Lessor acting reasonably.
 - (c) the Lessee pays on demand all reasonable costs incurred by the Lessor in considering the proposed works and their supervision including the fees of any architect or other building consultant employed by the Lessor;
 - (d) the Lessee shall obtain from any competent authority all necessary approvals or permits necessary to enable such proposed work to be lawfully effected and shall on request by the Lessor produce for inspection to the Lessor copies of all such approvals and permits from any such competent authority;
 - (e) upon completion of the works the Lessee shall produce to the Lessor within a reasonable time on demand any certificates of compliance issued by any such competent



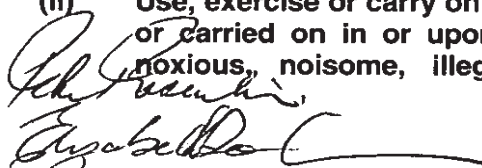
authority;

- (f) the Lessee must reimburse the Lessor any reasonable cost or expense as may be incurred by the Lessor as a result of any such alteration, addition or installation or of the operation or removal of any such equipment, fixture, fitting or machinery.
- (g) That the Lessee will not use or suffer to be used chemicals, burning fluids, acetylene gas or alcohol in heating cooling or lighting the premises.
- (h)
 - (i) The Lessee shall during the entire term hereof and during its occupation of the premises keep in full force and effect:-
 - (a) a public risk insurance policy with respect to the premises and the business or businesses carried on in the premises in which the limit of public risk (being the amount which may be paid arising out of any one single accident or event) shall be not less than TWENTY MILLION DOLLARS (\$20,000,000.00). The policy shall include all such provisions as are normally contained in policies of public risk insurance and such other provisions as the Lessor may from time to time reasonably require. The policy shall without limiting the generality of the foregoing extend to cover death or injury to any person and damage to property of any person sustained when such person is using or entering or near any entrance, passage, vestibule or stairway to, into or of the premises and shall expressly refer to and cover all of the Lessee's obligations and covenants to indemnify the Lessor under this Lease. The policy shall provide indemnity for the respective rights and interests of the Lessor and the Lessee;
 - (b) an insurance policy in the name of the Lessee noting the interests of the Lessor for the full insurable value on a replacement basis against all insurable risks for all plate glass in or enclosing the premises; and
 - (ii) Each of the said policies shall be effected with an insurance company approved by the Lessor acting reasonably and the Lessee will if so requested by the Lessor provide the Lessor with copies of such policies and from time to time with a certificate of currency for such policies.
 - (iii) Subject to the conduct of the permitted use the Lessee and persons under its control shall not do or permit to be done anything upon the premises whereby any insurance effected by the Lessor or by the Lessee may be rendered void voidable or in any way unenforceable against the insurer or (except with the Lessor's prior written approval) whereby the premium payable on any such insurance shall be liable to increase and the Lessee shall as and when required by the Lessor pay all extra premiums payable by the Lessor on account of extra risk caused by the use



to which the premises are put by the Lessee.

- (i) Except to the extent caused or contributed to by the act, omission, negligence or default of the Lessor, the Lessee will indemnify and hold harmless the Lessor from and against all damages, costs, actions, claims and demands which may be sustained or suffered or recovered or made against the Lessor by the Lessee or by any clerk, servant, workman, employee, client, customer, visitor or tenant (or their servants, customers and agents) of the Lessee for any injury the Lessee or any such clerk, servant, workman, employee, client, customer or visitor may sustain when using or entering the premises or any part thereof or any elevator, water closet, lavatory, room, passage, entrance, vestibule, staircase or landing in or to the building.
- (j) That the Lessee will at the expiration or sooner determination of the said term surrender and yield up to the Lessor and leave undisturbed in good order and condition having regard to its condition at the Commencement Date all water, gas, electric light and other fixtures and fittings which are or may hereafter be put into and upon the said premises by the Lessor.
- (l) That subject to the conduct of the permitted use the Lessee shall not do or permit or suffer to be done upon the premises anything in the nature of overloading the floors thereof whereby the said premises or any part thereof or any adjoining premises or any part thereof may be strained or the walls or floors caused to sag or deflect from the right line or so as to damage the premises or any part thereof respectively. The Lessee will not bring upon the premises any heavy machinery or other plant or equipment unless reasonably necessary or proper for the conduct of the Lessee's use of the premises as herein provided and in no event shall any such machinery plant or equipment be of such nature or size as to cause or in the reasonable damage to the floors or walls or any other parts of the premises or the common areas. Before bringing any such equipment upon the premises or the common areas the Lessee shall inform the Lessor of the Lessee's intention so to do and the Lessor may direct the routing installation and location of all such machinery, plant and equipment and the Lessee shall observe and comply with all such directions. The Lessee shall pay the costs reasonably and properly incurred by the Lessor in obtaining the advice of any consultant as to whether the said machinery plant or equipment is likely to cause any structural or other damage to the premises or the common areas.
- (m) Subject to the conduct of the permitted use the Lessee will not at any time during the continuance of this Lease:
 - (i) Do or permit to be done upon the premises anything which in the reasonable opinion of the Lessor may be a nuisance or annoyance to or in any way interfere with the quiet and comfort of the other occupants of the building; or
 - (ii) Use, exercise or carry on or permit or suffer to be used, exercised, or carried on in or upon the premises or any part thereof any noxious, noisome, illegal, unlawful or offensive act, trade,

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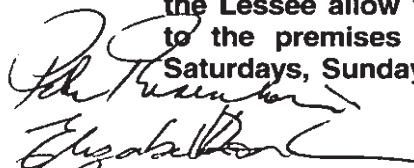
business, occupation or calling; or

- (iii) Do or omit or permit or suffer to be done or omitted any act, matter or thing whatsoever in, upon or about the premises or the building or any part thereof which is or shall or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of other lessees, tenants or occupiers of the building or persons otherwise lawfully therein or occupiers or owners of any adjacent premises.
- (n) The Lessee shall and will at the Lessee's own cost comply with all statutes, ordinances, proclamations, orders or regulations present or future affecting or relating to the premises arising from the Lessee's particular use of the premises including but without prejudice to the generality hereof the provisions of Ordinance 70 under the Local Government Act, 1919 and with all requirements which may be made or notices or orders which may be given to the Lessor or the Lessee in respect of the premises or the user thereof by any governmental, semi-governmental, city, municipal, health, licensing, civic or any other authority having jurisdiction or authority over or in respect of the premises or the user thereof and will keep the Lessor indemnified in respect of all such matters as are referred to in this sub-clause provided always that if the Lessee shall fail, neglect or refuse to comply with any such statute, ordinance, proclamation, order, regulation, requirement or notice it shall be lawful for but not obligatory upon the Lessor to comply with the same and all moneys paid by the Lessor in connection therewith shall be payable by the Lessee to the Lessor on demand as a liquidated debt.
- (o) That the Lessee shall not hold or allow to be held any auction sale on the premises.
- (p) That the Lessee will pay on demand all usual and proper costs, fees, charges and expenses of and incidental to the instructions for preparation and completion, together with any stamping and registration fees of these presents (to a maximum of \$600.00 plus GST) and of and incidental to any and every breach hereof or default by the Lessee hereunder and in or incidental to the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Lessor under or by virtue of these presents and also the costs on obtaining the consent of any mortgagees and the costs on obtaining production of title, if necessary.
- (q) That the Lessee will not use the premises for any purpose other than the use referred to in ITEM 3 of the Reference Schedule hereto.
- (r) That the Lessee shall redecorate the premises throughout to the satisfaction of the Lessor prior to the expiration of the first and third option terms. The term "redecorate" shall include the washing down of the whole of the interior of the premises including all partitions or additions made to the premises and the treatment as previously treated of all internal surfaces of the premises by painting, staining, polishing or otherwise to a specification approved by the Lessor. Should the Lessee fail to redecorate the premises the Lessor may undertake redecoration and all moneys paid by the Lessor in connection therewith shall be payable by the Lessee to the Lessor on demand as a liquidated

John Alexander
Elizabeth 11

debt.

- (s) That the Lessor shall have the right to exhibit the premises as being to let and to put upon them the usual notice "to be let" during one calendar month previous to the expiration of this Lease and such notice shall not be removed by the Lessee.
- (t) (i) The Lessee shall at the expiration or sooner determination of the term hereof yield up the premises in the same order and as at the Commencement Date.
- (ii) Provided the Lessee shall have duly paid the rent hereby reserved and duly observed performed and fulfilled all the covenants, terms and conditions of its part to be observed, performed and fulfilled hereunder the Lessee may (but is not required to) during the last fourteen (14) days of the term hereof remove from the premises all fixtures, fittings, floor coverings, signs and notices which have been erected or installed by the Lessee during or prior to the term hereof or purchased with the consent of the Lessor from any previous Lessee of the premises provided that such removal can be effected without causing any substantial damage to the premises and provided further that the Lessee shall make good any damage whatsoever caused to the premises by such removal.
- (iii) If the Lessee shall not have done so as of right under the provisions of the last preceding sub-clause the Lessee shall if required so to do by the Lessor remove from the premises within seven (7) days after the expiration or sooner determination of the term hereof any such fixtures, fittings, floor coverings, signs and notices or contents of every description (to which such requirements shall relate) and will make good any damage whatsoever caused to the building by such removal and if required by the Lessor shall re-alter any alterations made by the Lessee so that the premises shall be converted back to their original layout provided always that the Lessor may at its option itself cause any such fixtures, fittings, floor coverings, signs and notices of contents to be removed and to be stored in a public warehouse or elsewhere at the risk of the Lessee and any such damage to be made good and any such alterations to be so re-altered and may recover the costs of such removal, storage, making good and/or re-alteration from the Lessee as a liquidated debt payable on demand.
- (iv) Any fittings, fixtures or contents not removed by the Lessee either as of right or by requirement of the Lessor as aforesaid shall be deemed abandoned by the Lessee and may be appropriated or disposed of in such manner as the Lessor shall think fit.
- (v) The Lessee shall remove from the premises all stock-in-trade and other movable chattels prior to the expiration of the term hereof except that if this Lease is determined prior to the due date of expiry by effluxion of time the Lessor shall if requested so to do by the Lessee allow the Lessee its servants and contractors access to the premises during any one of the five days (excluding Saturdays, Sundays and Public Holidays) next following the date

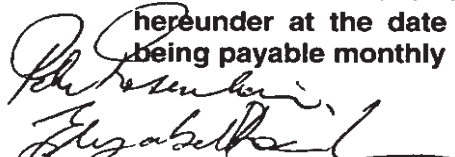


of determination between the hours of 9.00 a.m. and 5.00 p.m. for the purpose of removing any such stock-in-trade and movable chattels from the premises. If the Lessee shall fail to remove any such stock-in-trade or chattels as mentioned in this clause the Lessor may at its option:-

- (a) cause any such stock-in-trade or chattels to be removed and stored in a public warehouse or elsewhere at the risk and at the reasonable cost of the Lessee; or
- (b) treat any such stock-in-trade or chattels as if the Lessee had abandoned its interest and deal with the same in such manner as the Lessor shall think fit.

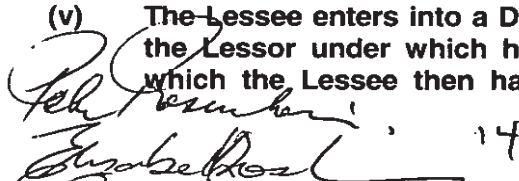
Except to the extent caused or contributed to by the act, omission, negligence or default the Lessee shall indemnify and hold indemnified the Lessor in respect of any damage done to the premises or to the building in or about the removal of such stock-in-trade or chattels by the Lessee its servants or contractors and also in respect of any costs incurred by the Lessor in the removal and storage thereof as aforesaid and also in respect of all claims, demands, actions, costs, judgments and expenses which the Lessor may suffer or incur at the suit or any person (other than the Lessee) claiming an interest in such stock-in-trade or chattels by reason of the Lessor acting in any manner abovementioned.

- (vi) In the event of the Lessee vacating or abandoning the premises or otherwise repudiating this Lease without lawful excuse prior to the expiration of the term hereof the Lessor may without being under any obligation so to do seek to find another tenant for the premises and for this purpose the Lessor may from time to time enter upon the premises and permit prospective tenants to view the same and may otherwise do all such acts and things as are in the opinion of the Lessor necessary to renovate, restore, clean and secure the premises (including changing the locks thereof) without accepting or being deemed to have accepted a surrender of this Lease it being the intention of the parties that this Lease and the obligations of the Lessee hereunder shall subsist until such time as another person enters into occupation of the premises as Lessee or the Lessor expressly accepts a surrender of this Lease or otherwise lawfully determines the same as herein provided.
- (vii) The determination of this Lease shall not prejudice or affect any rights or remedies of the Lessor against the Lessee on account of any antecedent breach by the Lessee of any of the terms, covenants and restrictions on the part of the Lessee hereunder.
- (viii) If the Lessee shall without the consent of the Lessor remain in occupation of the premises after the expiration of the term hereof the Lessee shall (in the absence of any express agreement in writing to the contrary) be deemed to hold the premises as tenant from month to month at a monthly rent equal to the rent payable hereunder at the date of expiration of the said term (such rent being payable monthly in advance) but otherwise on the terms and



conditions of this Lease so far as they can be applied to a monthly tenancy.

- (u) That the Lessee will not during the continuance of this Lease assign, transfer, demise, sublet, part with or share the possession of or grant any licence or concession affecting or mortgage, charge or otherwise deal with or dispose of the premises or any part thereof or any estate or interest therein or by any act or deed procure the premises or any part thereof of any estate or interest therein to be assigned, transferred, demised, sublet into shares with or put into possession of any person or persons or to be the subject of any licence or concessions or to be mortgaged, charged or otherwise dealt with or disposed of provided that the Lessee may assign or transfer the Lease of the whole of the premises subject to the Lessee obtaining the prior written consent of the Lessor which consent shall not be withheld if:-
- (i) The Lessee is not at the time of giving such notice or thereafter in default in the observance or performance of the covenants and agreements on the Lessee's part herein contained or implied.
- (ii) The Lessee proposes to assign or transfer to a person who prior to any such assignment or transfer:-
- (a) proves to the satisfaction of the Lessor that he is a respectable, responsible and solvent person capable of adequately carrying on the business proposed to be carried on by him in the premises.
- (b) enters into a covenant with the Lessor in the form reasonably required by the Lessor that he will duly perform and keep the covenants and agreement on the Lessee's part herein contained.
- (c) furnishes to the Lessor such bank guarantee of the performance of his obligations under this Lease as the Lessor reasonably shall require.
- (d) submits to the Lessor a properly executed and stamped transfer of this Lease in a form acceptable to the Registrar General for approval of the Lessor and endorsement thereon of its consent and enters into a covenant with the Lessor that he will with reasonable expedition proceed with the registration of such transfer and after registration produce to the Lessor the duplicate registered Lease endorsed with such transfer.
- (iv) The Lessee pays to the Lessor a reasonable fee to cover administrative expenses and also its reasonable legal costs and disbursements of and incidental to the giving of its consent and the preparation of a deed or agreement embodying the covenants and consents referred to in this sub-clause; and
- (v) The Lessee enters into a Deed in the form reasonably required by the Lessor under which he releases the Lessor from all claims which the Lessee then has or may thereafter have against the

 14

Lessor in respect of or in any way arising from this Lease.

If the Lessee is a company other than a company whose shares are listed on any Australian Stock Exchange the Lessee will not without the prior written consent of the Lessor which cannot be unreasonably withheld register, record or enter in its books any transfer of any share or shares in the capital of the Lessee or deal with any beneficial interest in any such share or shares or issue any new share or shares or take or attempt to take any action having the effect of altering the effective control of the Lessee or having the effect that shareholders of the Lessee at the date hereof together beneficially hold or control less than fifty one per centum (51%) of the voting rights or capital in the Lessee.

- (v) That the Lessee acknowledges that it has satisfied itself as to the use to which the premises may be put and it shall make all development and like applications which may be necessary in order to enable it to carry on the business referred to in Clause 3(q) and the Lessor shall not be under any liability in respect of such matters. The Lessee agrees to indemnify and keep the Lessor indemnified against any and all claims, suits, actions and proceedings that might arise as a consequence of the Lessee's occupation of the premises."**

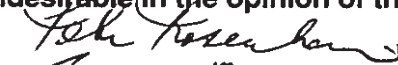

10. Delete clause 4 and replace with:

- "4. (a) The Lessor shall endeavour to keep the services in the building operational at all times during the term of this Lease but should any of such services be inoperative or fail to function or should the Lessor by reason of the need to repair or maintain or replace any of such services or by reason of the operation of any statute or regulation or notice issued by any competent authority be compelled to shut off or remove any such service for more than 2 business days then the Rent will abate.**
- (b) The Lessor shall pay all rates, taxes and assessments charged upon the land or the building except those which the Lessee is obliged to pay.**
- (c) The Lessee upon paying the rent and other moneys payable to the Lessor and upon performing the Lessee's obligations under this Lease shall and may peaceably possess and enjoy the premises during the continuance of this Lease without any undue interruption or disturbance from the Lessor.**
- (d) The Lessor will maintain the premises and the Building in good repair and condition, structurally sound and watertight."**

11. Delete clauses 5A and 5B and replace with:

"5. It is hereby agreed and declared that:

- A. If the whole or any part of the building shall be destroyed or damaged by fire, flood, lightning, storm, tempest or other disabling cause so as to render the premises substantially unfit for the use and occupation of the Lessee, or so as to deprive the Lessee of the substantial use of the same, or so as to render the rebuilding or reconstruction of the building in its previous form impracticable or undesirable in the opinion of the Lessor then:-**


 15

- (a) This Lease may be terminated without compensation by either the Lessor or the Lessee by notice in writing to the other provided always that where in the reasonable opinion of the Lessor the rebuilding or reconstruction of the building in its previous form is rendered impracticable or undesirable the Lessee shall not be entitled to terminate this Lease unless the Lessee shall have requested the Lessor in writing within 1 month of the damage occurring to rebuild or reinstate the building and the Lessor:-
- (i) Shall not have terminated this Lease within ninety (90) days of the Lessee's request as aforesaid; or
- (ii) Having within the said period of ninety (90) days notified the Lessee in writing of its intention to rebuild or reinstate as aforesaid, does not do so within 3 months the work required to rebuild or reinstate the building and the existence of causes reasonably beyond the control of the Lessor and which have resulted in delays to the rebuilding or reinstatement work.
- (b) Any such termination as aforesaid shall be without prejudice to the rights of either party in respect of antecedent breach, matter or thing.
- (c) Upon the happening of any such damage or destruction aforesaid the total yearly rent hereby reserved or proportionate part thereof according to the nature and extent of the damage sustained shall abate until the premises shall have been rebuilt or reinstated or made fit for the occupation and use of the Lessee or until the Lease shall be terminated pursuant to the provisions of sub-clause (a) of this clause as the case may be.
- (d) Nothing herein contained or implied shall be deemed to impose any obligation upon the Lessor to rebuild or reinstate the premises or to make the same fit for use and occupation of the Lessee.
- (e) In the event of any dispute arising out of this sub-clause the same shall be referred to arbitration under the provisions of the laws for the time being in force of the State or Territory in which the premises are situated.

Notwithstanding anything in this Clause expressed or implied the Lessee shall have no such right of termination and rent shall not abate if the destruction or damage was caused or contributed by the Lessee or its invitees.

B. If at any time during the occupation of the premises by the Lessee:-

- (a) Any rent or other moneys payable by the Lessee are in arrears for more than 14 days after written demand;
- (b) In case of default by the Lessee in respect of any provision of this Lease such default is continued for fourteen (14) days or in the case of repairs required to be effected by the Lessee such repairs are not completed within a reasonable time having regard to the nature of the repairs required;
- (c) Execution be levied against any of the assets of the Lessee or any Guarantor of the Lessee's obligations under this Lease; or

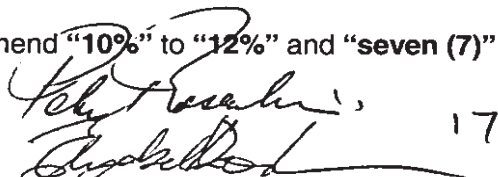
- (d) The Lessee or any Guarantor under this Lease (not being a Company) become a bankrupt or assigns his estate or enters into a deed of arrangement for the benefit of creditors; or
- (e) The Lessee or any Guarantor of the Lessee's obligations under this Lease (being a company) either:
 - (i) Goes into liquidation (other than a voluntary liquidation for the purposes of re-organisation; or
 - (ii) Is wound up or dissolved; or
 - (iii) Enters into a scheme of arrangement with its creditors or any class thereof; or
 - (iv) Is placed under official management; or
 - (v) A receiver or manager of any of its assets is appointed; or
 - (vi) An inspector is appointed in respect of the affairs or certain of the affairs of the Lessee pursuant to the Companies (New South Wales) Code;

then notwithstanding any prior waiver or failure to take action by the Lessor or indulgence granted by the Lessor to the Lessee or any Guarantor in respect of any such matter or default whether past or continuing it shall be lawful for the Lessor or any other person duly authorised by it to re-enter (forcibly if necessary) upon the premises or any part thereof in the name of the whole and repossess the same as of the Lessor's former estate and expel and exclude therefrom the Lessee and all or any persons and person claiming under the Lessee and to remove all goods and effects found upon the premises without in any case being taken or deemed to be guilty of any manner of trespass and without being in any manner liable at law or otherwise and the Lessor is hereby released from all and every claim by the Lessee and those claiming under the Lessee for any act matter or thing done or omitted to be done by the Lessor under the powers and authorities hereby conferred or intended so to be and thereby determine the estate of the Lessee without releasing the Lessee from any liability in respect of the breach or non-observance of any term of this Lease."

12. Delete **clause 6** and replace with:

- "6. If the Lessor permits the Lessee to continue in occupation of the premises or any part thereof after the expiration or sooner determination of this Lease and if the Lessee shall hold over and continue to occupy the premises or any part thereof after the expiration or sooner determination of this Lease then his occupancy shall be and be taken and deemed to be a monthly tenancy at a rent calculated and payable in the same manner as the rent hereinbefore reserved and such occupation shall be determinable by either the Lessor or the Lessee by one month's notice in writing given one to the other of them."

13. **Clause 8** amend "**10%**" to "**12%**" and "**seven (7)**" to "**fourteen (14)**".



Handwritten signatures and the number 17.

14. Delete clause 9(a) and 9(h) and replace with:

“(a) The Lessee shall give to the Lessor not less than three (3) nor more than nine (9) months previous notice in writing thereof.”

“(h) Should the amount of the reviewed annual rent as aforesaid not be ascertained before the review date the Lessee shall pending ascertainment thereof continue to pay the annual rent at the rate then applicable but subject to the review thereof and upon the reviewed annual rent being ascertained any necessary adjustment of rent calculated from the review date shall be paid forthwith by the Lessee to the Lessor.”

15. **Clause 9 (m)** is to be amended as follows:-

(a) “In the event of the grant of a further Lease of three (3) years to commence on 1 July 2012 by deleting the words **“.....with the exception of this present covenant for renewal.”**

(b) “In the event of the grant of a further Lease of three (3) years to commence on 1 July 2015 by deleting the words **“.....with the exception of this present covenant for renewal.”**

(c) “In the event of the grant of a further Lease of three (3) years to commence on 1 July 2018 by reinstating the words **“.....with the exception of this present covenant for renewal.”**

16. Delete clause 10(a) and replace with:

“(a) The Lessee will at all times during the term permit the Lessor and any person having any estate or interest in the premises superior or concurrent with the Lessor to exercise the Lessor's powers to enter and view the premises after first giving the Lessee prior reasonable notice and to carry out repairs, renovations, maintenance and other work thereon and otherwise to exercise or perform their lawful rights or obligations in regard thereto.”

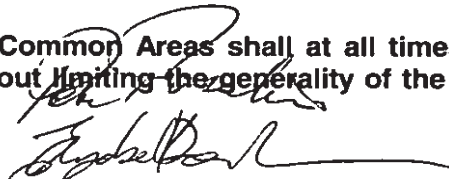
17. Delete clause 12 and replace with:

(a) **The Lessee must at its cost and expense, at all times maintain, service and keep the air-conditioning plant in good working order and repair having regard to its condition at the Commencement Date (including, without limit, by entering into and keeping current the maintenance, service and repair contracts reasonably required by the Lessor with contractors approved by the Lessor), however, the Lessee shall not be liable for any cost or expense or be required to effect repairs of a structural or capital nature in respect of the air-conditioning plant – such costs of a capital or structural nature being borne by the Lessor.**

(b) **The Lessee shall not interfere with or impair the operation of the air-conditioning plant without the prior written consent of the Lessor which cannot be unreasonably withheld.**

18. Delete clause 13 and replace with:

“13. The Common Areas shall at all times be subject to the control of the Lessor. Without limiting the generality of the foregoing the Lessor may at any time and



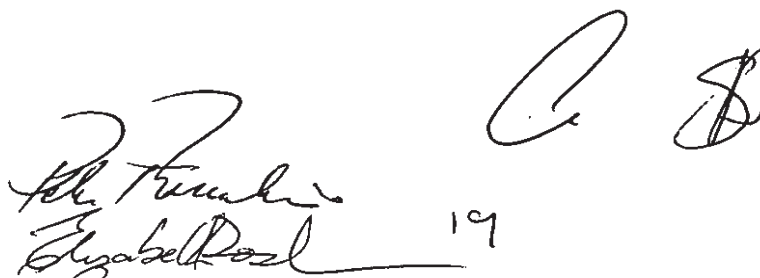
from time to time and provided that it does not interrupt the Lessee's business:-

- (a) Construct, maintain and operate lighting facilities;
- (b) Police the Common Areas;
- (c) Change the area level location and arrangement of parking areas and other facilities;
- (d) Subject to the provisions of any written carparking licence granted by the Lessor to the Lessee, restrict parking by the Lessee or persons under its control to employee parking areas."

19. Delete clauses 15 and 16 and replace with:

"15. The Lessee shall on the execution hereof pay to the Lessor (in addition to rent payable hereunder) as security for the observance of the terms, covenants and conditions of this Lease by the Lessee as a bank guarantee the amount referred to in ITEM 5(a) of the Reference Schedule hereto. Such bank guarantee shall be held by the Lessor during the term hereof and of any holding over and if the Lessee shall duly and punctually pay the rent reserved by this Lease and shall duly perform and observe the terms covenants and conditions by and on the part of the Lessee as contained in this Lease then such a bank guarantee shall be refunded to the Lessee on the termination of this Lease and the vacation of the premises by the Lessee provided that the Lessor shall be entitled to deduct from the a bank guarantee or apply the same towards the satisfaction of any amount that may be payable to the Lessor as a result of any breach by the Lessee of any of the terms, covenants or conditions of this Lease and provided further that such deduction shall not be deemed to waive the Lessee's breach, provided further that whenever and so often as the annual rent payable under this Lease may be increased in accordance with the provisions of this Lease, the Lessee shall pay to the Lessor (within one month of the amount of any such increase being determined) by way of increased a bank guarantee such amount as will be necessary to increase the a bank guarantee to a sum referred to in ITEM 5 (b) of the Reference Schedule hereto, provided always however that the Lessee may if it so elects substitute for the said a bank guarantee a bond or guarantee in an amount equal to the a bank guarantee and in such form and containing such terms and conditions as are reasonably acceptable to the Lessor from a bank licensed to carry on and carrying on banking business in the State of New South Wales."

20. Add the words "while the air conditioning is operative and available" to Rule K.



Handwritten signatures and initials at the bottom of the page. On the left, there are two signatures: 'El. F...' and 'Elizabeth...'. To the right of these are two large, stylized initials, possibly 'C' and 'D'. Below the signatures, the number '19' is handwritten.

Form: 07VL
Licence: 05-11-669
Licensee: Softdocs
HWL Ebsworth

VARIATION OF LEASE
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY	Office of State Revenue use only
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(A) TORRENS TITLE	Folio Identifier 101/853132
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(B) HEAD LEASE	Number	Torrens Title
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(C) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Reference (optional):	CODE VL
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(D) LESSOR	299 GEORGE PTY LTD ACN 622 770 745
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(E) LEASE VARIED	AM838295
-------------------------	----------

(F) LESSEE	COMMONWEALTH OF AUSTRALIA (REPRESENTED BY MINISTERIAL AND PARLIAMENTARY SERVICES, BUSINESS ENABLING SERVICES GROUP OF THE DEPARTMENT OF FINANCE)
-------------------	--

(G) 1. The rent is N.A. to N.A. dollars and N.A. cents
(\$N.A.) per N.A. on and as from N.A.

2. The term is increased to 7 years 0 months and 0 days, so as to expire on 30 April 2024

3. The option to renew is modified to one (1) further term of three (3) years

4. The provisions of the lease are varied as set out in annexure A hereto.

DATE 2 / 11 / 2024

(H) I certify that I am an eligible witness and that the lessee signed this dealing in my presence:	Certified correct for the purposes of the Real Property Act 1900:
---	---

Signature of Witness:	Signature of the Lessor: See execution page 4 of Annexure A.
(Print) Name of Witness:	
Address of Witness:	

In the presence of:	Certified correct for the purposes of the Real Property Act 1900:
Name of Witness:	Name of signatory:
Signature of Witness:	Signature: See execution page 5 of Annexure A.

**THIS IS ANNEXURE A OF THE VARIATION OF LEASE BETWEEN 299 GEORGE PTY LTD
ACN 622 770 745 (AS LESSOR) AND COMMONWEALTH OF AUSTRALIA (REPRESENTED
BY MINISTERIAL AND PARLIAMENTARY SERVICES, BUSINESS ENABLING SERVICES
GROUP OF THE DEPARTMENT OF FINANCE) (AS LESSEE)**

1. DEFINITIONS

Unless a contrary intention appears in this Variation of Lease, the following expressions shall have the meanings respectively assigned to them:

- (a) **Lease** means registered lease AM838295.
- (b) **Variation Date** means 1 May 2021.

2. VARIATIONS TO LEASE

The parties agree that the Lease is varied on and from the Variation Date as follows:

- (a) Item 1 (Landlord) of the Reference Schedule is amended to read:
"299 George Pty Ltd ACN 622 770 745";
- (b) Item 6 (Term) of the Reference Schedule is amended to read:
"Seven (7) years";
- (c) Item 8 (Expiry Date) of the Reference Schedule is amended to read:
"30 April 2024";
- (d) Item 10 (Rent) of the Reference Schedule is amended by inserting the following:

"Rent on and from 1 May 2021 (per annum)

\$68,857.92 plus GST

Rent on and from 1 May 2021 (per month)

\$5,738.16 plus GST";
- (e) Item 11 (Payment of Rent) of the Reference Schedule is amended to read:

"Bank BSB: 032 274

Account number: 433950

Account name: 299 Windsor"
- (f) Item 16 (Option Term(s)) of the Reference Schedule is amended to read:

"Option Term(s): One (1) Option Term of three (3) year";
- (g) Item 18 (Review Dates in Option Term(s)) of the Reference Schedule is amended to read:

"For the Option Term (if exercised):

Market Review Dates:

1 May 2024

CPI Review Dates:

1 May 2025 and 1 May 2026"; and

- (h) Item 19 (Tenant's Representative and address for service) of the Reference Schedule is amended to read:

"Ventia Property

Ministerial and Parliamentary Services (MaPS)

Locked Bag 917

North Sydney NSW 2059".

- (i) Item 20 (Landlord's Representative and address for service) of the Reference Schedule is amended to read:

"Locked Bag 12 Windsor NSW 2756"

3. CONTINUATION OF OBLIGATIONS

The rights and obligations of the Lessee and the Lessor under the Lease remain in full force and effect as varied by this Variation of Lease. The parties acknowledge that any variation to the Lease made by this Variation of Lease is intended to be read into and form part of the Lease.

4. COSTS

- (a) Each party is responsible for their own legal fees and disbursements in respect of the preparation, negotiation and execution of this Variation of Lease.
- (b) The Lessee must pay the registration fees on this Variation of Lease.



Execution Page

EXECUTED as a deed.

EXECUTION BY LESSOR

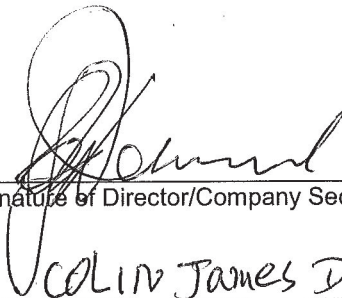
Certified correct for the purposes of the *Real Property Act 1900* and executed on behalf of the corporation(s) named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Executed by 299 George Pty Ltd ACN 622 770 745 in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of Director

COLIN James Devine
Full name (print)



Signature of Director/Company Secretary

COLIN James Devine
Full name (print)

EXECUTION BY LESSEE

Certified correct for the purposes of the *Real Property Act 1900* and executed on behalf of the Lessee named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

EXECUTED for and on behalf of the
**Commonwealth of Australia (Represented
by Ministerial and Parliamentary Services,
Business Enabling Services Group of the
Department of Finance)** by its authorised
delegate in the presence of:



Signature of witness



Signature of delegate



Name of witness (print)



Name of delegate (print)



Address of witness (print)

By executing this document the delegate
states that the delegate has received no
notice of revocation of the
authorisation/delegation

I certify I am an eligible witness and that the
delegate signed this dealing in my presence.
[See note* below]

**s117 RP Act requires that you must have known the signatory for more than 12 months or have
sighted identifying documentation.*

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Revenue NSW use only

(A) TORRENS TITLE

Property leased
Part Folio Identifier 101/853132
being Office 2, Ground Floor, 299 George Street, Windsor NSW 2756

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Reference:	CODE L
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(C) LESSOR

299 George Pty Ltd ACN 622 770 745

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

Koala Health And Beauty Pty Ltd ACN 635 585 956

(F)

TENANCY:

(G)

1. TERM Three (3) years

2. COMMENCING DATE 1 January 2022

3. TERMINATING DATE 31 December 2024

4. With an OPTION TO RENEW for a period of Two (2) years
set out in clause 4 of Annexure B and Item 12 of Annexure A

5. With an OPTION TO PURCHASE set out in clause N.A. of N.A.

6. Together with and reserving the RIGHTS set out in clause N.A. of N.A.

7. Incorporates the provisions or additional material set out in ANNEXURE(S) A & B hereto.

8. Incorporates the provisions set out in N.A.
No. N.A.

9. The RENT is set out in item No. 13 of Annexure A

DATE _____

- (H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: 299 George Pty Ltd ACN 622 770 745Authority: section 127 of the Corporations Act 2001

Signature of authorised person: _____

Signature of authorised person: _____

Name of authorised person: Colin James Devine

Name of authorised person: _____

Office held: Sole Director/Secretary

Office held: _____

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: Koala Health And Beauty Pty Ltd ACN 635 585 956Authority: section 127 of the Corporations Act 2001

Signature of authorised person: _____

Signature of authorised person: _____

Name of authorised person: Colin James Devine

Name of authorised person: _____

Office held: Sole Director/Secretary

Office held: _____

(I) STATUTORY DECLARATION*I Colin James Devine

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales on _____

in the presence of _____ of _____,

☐ Justice of the Peace (J.P. Number: _____) ☐ Practising Solicitor☐ Other qualified witness [*specify*] _____,

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person *OR* I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months *OR* I have confirmed the person's identity using an identification document and the document I relied on was a _____ [*Omit ID No.*]

Signature of witness: _____ Signature of applicant: _____

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ANNEXURE A

SEE A SOLICITOR ABOUT THIS LEASE

Lessor: 299 George Pty Ltd ACN 622 770 745
Lessee: Koala Health And Beauty Pty Ltd ACN 635 585 956

This annexure consists of five (5) pages.

NOTE: Any alterations and additions to Lease Covenants in Annexure B **must** be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

SCHEDULE OF ITEMS (continued)

Item 10 (cls 2.3, 13.1) (cl 13.7)	A. The guarantor:	N.A.
	B. Limit of guarantor’s liability:	N.A.
Item 11 (cl 3)	Additional premises:	N.A.
Item 12 (cl 4)	Option to renew	
	A. Further period of three (2) years from 1 January 2025 to 31 December 2026	
	B. Not Applicable	
	C. Maximum period of tenancy under this lease and permitted renewals: Five (5) Years	
	D. First day option for renewal can be exercised:	Six (6) months prior to expiry of term
	E. Last day option for renewal can be exercised:	Three (3) months prior to expiry of term
Item 13 (cl 5)	A. Rent	
For the lease period:		
From the Rent Commencement Date to the first rent review date:		\$60,000.00 plus GST a year by monthly instalments of \$5,000.00 plus GST.
Afterwards:		At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.
For the further period in item 12A:		
From the commencement date to the first rent review date: (for example: Current market rent)		Increased by a fixed percentage of 4%
Afterwards:		At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

For the further period in item 12B:
From the commencement date
to the first rent review date:
(for example: Current market rent)

Afterwards:

Increased by a fixed percentage of 4%

At the new yearly rent beginning on each review
date by monthly instalments of one twelfth of the
new yearly rent.

Item 13
(cl 15)

B. GST

Clause 15 provides for payment by the lessee of GST unless otherwise here indicated:

Item 14
(cl 5)

Outgoings

- A. Share of outgoing: 0%
- B. Outgoings –
(a) local council rates and charges;
(b) land tax; and
(c) Waste collection and disposal.

for the land or the building of which the property is part, fairly apportioned to the period of this lease
will be paid by the Lessor. All additional cost in association to the premises will be paid by the Lessee.

Item 15
(cl 5.1.5)

Interest rate: Ten Percent (10%) per Annum.

Item 16
(cl 5.4)

Rent review

Rent review date	Method of rent review	If Method 1 applies, increase by
1 January 2023	Method 1	4%
1 January 2024	Method 1	4%
If renewal is exercised		
1 January 2025	Method 1	4%
1 January 2026	Method 1	4%

Method 1 is a fixed amount or percentage.
Method 2 is Consumer Price Index.
Method 3 is current market rent.

Item 17
(cl 6.1)

Permitted use: Health Spa and Skin Rejuvenation Clinic

Item 18
(cl 8.1.1)

Amount of required public liability insurance: \$20,000,000.00 and plate glass replacement

Item 19 **Bank Guarantee**
(cl 16)

Not Applicable

Item 20 **Security Deposit**
(cl 17)

Equivalent of 2 months of rent plus GST, being \$11,000.00.

Item 21 **Details of strata manager/secretary of the owners corporation (if applicable)**
Not Applicable

The following alterations and additions are to be made to the Lease Covenants in Annexure B:

1. The following is inserted as clause 19 of Annexure B:

19. Consumables

The Lessee will pay for all consumables, electricity, telephone and waste removal applicable to the Lessee's use of the premises.

2. The following is inserted as clause 20 of Annexure B:

20 Lessee's repair and maintenance obligations

20.1 The Lessee shall throughout the term of the Lease carryout the following repair and maintenance:

(a) promptly repair or replace all broken, cracked or damaged glass in the Premises, with glass of the same or similar gauge and quality;

(b) promptly repair or replace all damaged or broken light globes, power points, light switches, heating, lighting and electrical appliances, air-conditioning units/systems, services and wiring in the Premises and must regularly maintain the services in proper working order and conditions at the Lessee's expense;

(c) repair any damage or breakage to the Premises, the Lessor's fixtures and property in the Premises, services and facilities in the Premises, caused by lack of care or misuse by the Lessee or by its employees, agents or any person associated with the Lessee's business including but not limited its customers;

(d) The Lessee shall at his own expense install all electrical fixtures and fittings wiring and other things (if any) necessary for the installation repair and maintenance of the electrical light, air conditioning and power in the leased property, and all such fixtures and fittings and wiring and other things installed by the Lessee shall at the termination of this Lease be and become the property of the Lessor.

20.2 For the purposes of this clause, "services" means electricity, gas, water, sewerage, air-conditioning and any other services provided or available to the Premises or to common areas of the building.

3. The following is inserted as clause 21 of Annexure B:

21. Payment of Rent, Outgoings and GST

The rent, outgoings and GST shall be paid monthly in advance. Notwithstanding any provisions herein contained and without prejudice to any other remedies available to the Lessor, if the Lessee is late in any rent, outgoings and/or GST payment for more than 7 days, the Lessee shall be liable to an interest at a rate as provided under clause 5.1.5 for the unpaid sum. If any rent, outgoings and/or GST payment is late for 14 days or more, without prejudice to any other remedies available to the Lessor, the Lessor may forthwith and without notice to the Lessee re-enter the leased property by locking it up and terminating the lease.

4. The following is inserted as clause 22 of Annexure B:

22. Demolition of Building

If the Lessor desires to demolish the whole or any substantial part of the Premises leased to the Lessee under this lease by the Lessor ("the Demised Premises") or to refurbish, renovate, redevelop or alter the Demised Premises in such a manner that in the opinion of the Lessor the quiet enjoyment thereof by the Lessee would be interfered with, the whole of the rights of the Lessee under this Lease may be terminated by the Lessor without compensation to the Lessee upon the Lessor giving to the Lessee not less than six (6) months' notice ("the Notice") in writing of such termination. At the expiration of the aforesaid period of six (6) months the Lessee shall deliver to the Lessor vacant possession of the Demised Premises and hand to the Lessor a duly executed Surrender of this Lease together with the registered copy of this Lease PROVIDED HOWEVER that such surrender shall be without prejudice to the rights of both the Lessor and the Lessee in respect of any antecedent breach matter or thing arising prior to such termination of this Lease.

5. The following is inserted as clause 23 of Annexure B:**23. Transfer (Additional Clause)**

- 23.1 The Lessee shall not Assign, Sublet, Licence or in any way part with possession of any part of the Property leased the subject of this Lease without first getting the Lessor's consent in writing. As a term of such consent, if provided, the proposed assignee shall enter into a Deed of Assignment with the Lessor in the form required by the Lessor that he will duly perform and keep the covenants and agreements on the Lessee's part herein contained. The Lessee shall deliver to the Lessor a duly executed and stamped copy of the Deed of Assignment and, if the Lease is registered, a duly executed and stamped transfer of this Lease.
- 23.2 If the proposed assignee is a corporation other than a corporation whose shares are listed on any Australian Stock Exchange, the Lessee shall procure in favour of the Lessor such guarantee as may be required by the Lessor, in a form acceptable to the Lessor, of the obligations and covenants of the proposed assignee. The Lessee shall pay the costs and expenses payable by the Lessor in respect of the preparation, execution and stamping of the said deed. The Lessor may require the guarantee to include an indemnity against loss.
- 23.3 Any guarantee or indemnity to be provided pursuant to this part shall be for the residue of the lease term or any extension or renewal of it.
- 23.4 Any change in the shareholding of the Lessee, if a company, shall be deemed to be an assignment or transfer to which clause 10 of Annexure B shall apply.
- 23.5 The parties agree that a breach of this clause 27 is a breach of an essential term of Lease entitling the Lessor to terminate the Lease immediately and re-enter the property leased.

6. The following is inserted as clause 24 of Annexure B:**24. Display of Notice**

The Lessee will at any time permit the Lessor to affix and exhibit any notice in or about the leased property indicating the premises to be available for sale.

7. The following is inserted as clause 25 of Annexure B:**25. Building or Extension Work.**

The Lessor may carry out any building work or extension work at the leased property at any time after the commencement date of the Lease and the Lessee shall have no right to make any claims whatsoever against the Lessor in relation to such extension.

8. The following is inserted as clause 26 of Annexure B:**26 Alterations to the Leased Premises and Make Good Clause**

- 26.1 The Lessee must not make or permit to be made any alterations or additions in or to the Premises or any part thereof whether structural or non-structural without first obtaining the consent in writing from the Lessor.

- 26.2 The Lessor has the absolute discretion to consent or not consent to the Lessee's request or consent with such conditions as the Lessor decides or imposes.
- 26.3 The Lessee agrees that it will use reasonable endeavour to reduce the noise, dust, vibration and disturbance to the occupiers of neighbouring Premises including but not limited to the ground level of the building during the construction of the approved alterations or additions in or to the Premises.
- 26.4 The Lessee shall make good in a proper and workmanlike manner any damage, breakage or defect to the Premises and to restore the Premises to its condition and state of repair as at the commencement of the Lease.

9. The following is inserted as clause 27 of Annexure B:

27 Permitted Use of the Premises

- 27.1 The Lessor does not guarantee that the use of the Premises commercial office is permitted by the relevant council. The Lessee shall make and rely on their own enquiries before entering into the Lease.
- 27.2 The Lessee must not use or permit the Premises to be used for any purposes other than as stated in Item 17 without the consent in writing of the Lessor at its absolute discretion.

10. The following is inserted as clause 28 of Annexure B:

28 Indemnity

The Lessee indemnifies the Lessor against any action, demand, cost, liability or loss of any nature caused or contributed by:

- (a) the Lessee's act, omission or negligence;
- (b) the Lessee's use of the Premises;
- (c) the Lessee's works; or
- (d) the Lessee's breach of the Lease.

11. The following is inserted as clause 29 of Annexure B:

29 Inconsistencies

Should any of the provisions in clauses 1 to 18 of Annexure B be inconsistent with any of the above inserted provisions, then the above inserted provisions shall prevail to the extent of any such inconsistency.

ANNEXURE B

SEE A SOLICITOR ABOUT THIS LEASE

Lessor: 299 George Pty Ltd ACN 622 770 745

Lessee: Koala Health and Beauty Pty Ltd ACN 635 585 956

This annexure consists of thirteen (13) pages.

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NOTE: Any alterations and additions to Lease Covenants in Annexure B **must** be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

CONTENTS

CLAUSE	SUBJECT	PAGE	CLAUSE	SUBJECT	PAGE
1	Form of this Lease.....	2	11	Lessor’s other Obligations.....	9
2	Parties.....	2	12	Forfeiture and End of Lease	9
3	The Property.....	2	13	Guarantee	10
4	Lease Period.....	2	14	Exclusions, Notices and	
5	Money	3		Special Clauses.....	10
6	Use	5	15	Goods and Services Tax	11
7	Condition and Repairs.....	6	16	Bank Guarantee	11
8	Insurance and Damage	7	17	Security Deposit	11
9	Access	7	18	Strata Conversion	11
10	Transfer and Sublease	8			

CLAUSE 1 FORM OF THIS LEASE**What are the parts to this lease?**

- 1.1 There are three parts to this lease – a lease form, Annexure A and this annexure.
- 1.2 This lease is a deed even if it is not registered.
- 1.3 A reference in this deed to the schedule is to the schedule of items commencing at item 1 on the lease form and ending with item 20 in Annexure A.

CLAUSE 2 PARTIES**Who are the parties to this lease?**

- 2.1 The lessor is named on page 1 of this lease.
- 2.2 The lessee is named on page 1 of this lease.
- 2.3 The guarantor is named in item 10 in the schedule, if there is a guarantor.
- 2.4 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

CLAUSE 3 THE PROPERTY**What property is leased?**

- 3.1 The property leased is described on page 1 of this lease.
- 3.2 The lessor's fixtures are included in the property leased.
- 3.3 If anything else is leased (such as furniture belonging to the lessor) and is described in item 11 in the schedule it is included in the property.
- 3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The lessee shares the common facilities with the lessor, and with other lessees of the lessor. The lessor can set reasonable rules for sharing these common facilities.

CLAUSE 4 LEASE PERIOD**How long is this lease for?**

- 4.1 This lease is for the period stated in item 1 in the schedule, commences on the date stated in item 2 in the schedule and ends on the date stated in item 3 in the schedule.
- 4.2 If a further period, commencing when this lease ends, is stated in item 12A in the schedule then the lessee has the option to renew this lease for that period.
- 4.3 The lessee can renew this lease more than once if that is stated in item 12B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 12C in the schedule.
- 4.4 The lessee can exercise the option only if –
 - 4.4.1 the lessee serves on the lessor a notice of exercise of option not earlier than the first day stated in item 12D in the schedule and not later than the last day stated in item 12E in the schedule;
 - 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
 - 4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.

If this lease is extended by legislation, items 12D and 12E in the schedule are adjusted accordingly.

- 4.5 After exercising the option the lessee must continue to pay all rents and outgoings on time and continue to comply with all of the lessee's obligations under this lease. If the lessee does not do so, the lessor may treat any breach as being a breach of the new lease as well as of this lease.

- 4.6 A new lease will be the same as this lease except for –
- 4.6.1 the new rent;
 - 4.6.2 the commencement date and the termination date;
 - 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
 - 4.6.4 item 12B becoming item 12A;
 - 4.6.5 adjustment of item 12C in the schedule; and
 - 4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

If the new rent is to be current market rent it will be decided in the same way that current market rent is to be decided under Method 3 stated in clause 5 assuming that this lease and the new lease were one continuous lease and the commencement date of the new lease was a rent review date.

CLAUSE 5 MONEY

What money must the lessee pay?

- 5.1 The lessee must pay to the lessor or as the lessor directs –
- 5.1.1 the rent stated in item 13A in the schedule;
 - 5.1.2 the share stated in item 14A in the schedule of those outgoings stated in item 14B in the schedule;
 - 5.1.3 the reasonable cost to the lessor of remedying a default by the lessee;
 - 5.1.4 the reasonable cost to the lessor of dealing with any application by the lessee for the lessor's consent under this lease (whether or not it is given);
 - 5.1.5 interest on these moneys at the rate stated in item 15 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
 - 5.1.6 registration fee for registration of this lease at Land and Property Information NSW (payable on delivery to the lessor's solicitor of the executed lease);
 - 5.1.7 stamp duty on this lease (payable on delivery to the lessor's solicitor of the executed lease) if not previously paid by the lessee to the Office of State Revenue;
 - 5.1.8 if the lessee defaults, the lessor's reasonable legal costs relating to the default;
 - 5.1.9 the lessor's reasonable costs and expenses in connection with the preparation of this lease but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the *Retail Leases Act, 1994*; and
 - 5.1.10 GST as provided for in clause 15.
- 5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.
- 5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the lessor.

A request for payment can be made –

- 5.3.1 after the lessor has paid an outgoing; or
- 5.3.2 after the lessor has received an assessment or account for payment of an outgoing.

If item 14B in the schedule refers to land tax –

- if the property is a strata lot, the relevant land tax is land tax on that lot;
- if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the lessor used or available for use by or for the benefit of lessees conducting business in the building or in connection with trading in the building; and
- in either case, the land tax must be calculated as if the land was the only land owned by the lessor and there was no special trust or non-concessional company involved.

When and how is the rent to be reviewed?

- 5.4 The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.

If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 16 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.

- 5.5 The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the lessor is to refund to the lessee any overpayment of rent.
- 5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

Method 1. By a fixed amount or percentage.

- 5.7 In this case the rent beginning on each review date will be increased by the percentage or amount stated in item 16 in the schedule.

Method 2. By reference to Consumer Price Index.

- 5.8 In this case –
- take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
 - divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
 - multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula –

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y$$

- 5.9 The lessor must calculate the new rent after each review date and give the lessee written notice of the new rent.
- 5.10 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the lessor and the lessee agree to accept the calculations of the lessor's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.
- 5.11 If the index used to calculate the new rent is discontinued the lessor may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

Method 3. By reference to current market rent.

- 5.12 In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters –
- 5.12.1 the provisions of this lease;
 - 5.12.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
 - 5.12.3 the gross rent, less the lessor's outgoings payable by the lessee;
 - 5.12.4 where the property is a retail shop, rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail shops; and
 - 5.12.5 the value of goodwill created by the lessee's occupation and the value of lessee's fixtures and fittings are to be ignored.

- 5.13 The lessor or the lessee can inform the other in writing at least 60 days before the rent review date of the rent that the lessor or lessee thinks will be the current market rent at the review date.
- 5.14 If the lessor and the lessee agree on a new rent then that rent will be the new rent beginning on the rent review date and the lessor and the lessee must sign a statement saying so.
- 5.15 If the lessor and the lessee do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.16.
- 5.16
- 5.16.1 Unless 5.16.2 applies the lessor and the lessee can either agree upon a valuer or can ask the President of the Law Society of New South Wales to nominate a person who is a licensed valuer to decide the current market rent.
- 5.16.2 Where the property is a retail shop, the valuer appointed must be a specialist retail valuer appointed by agreement of the parties or, failing agreement, by the Administrative Decisions Tribunal.
- 5.17 The valuer will act as an expert not an arbitrator. The lessor and the lessee can each make submissions in writing to the valuer within 14 days after they receive notice of the valuer's appointment but not later unless the valuer agrees.
- 5.18 The valuer's decision is final and binding. The valuer must state how the decision was reached.
- 5.19 If the valuer
- 5.19.1 does not accept the nomination to act; or
- 5.19.2 does not decide the current market rent within 1 month after accepting the nomination; or
- 5.19.3 becomes incapacitated or dies; or
- 5.19.4 resigns,
- then another valuer is to be appointed in the same way.
- 5.20 The lessor and lessee must each pay half the valuer's costs.
- 5.21 If the lessor and lessee do not agree upon a valuer and neither asks for a valuer to be nominated before –
- 5.21.1 the next rent review date passes; or
- 5.21.2 this lease ends without the lessee renewing it; or
- 5.21.3 this lease is transferred after the rent review date with the lessor's consent; or
- 5.21.4 the property is transferred after the rent review date
- then the rent will not change on that rent review date.

CLAUSE 6 USE

How must the property be used?

- 6.1 The lessee must –
- 6.1.1 use the property for the purpose stated in item 17 in the schedule and not for any other purpose;
- 6.1.2 open for business at times usual for a business of the kind conducted by the lessee;
- 6.1.3 keep the property clean and dispose of waste properly; and
- 6.1.4 comply with all laws relating to strata schemes and all other laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the lessee's business there.
- 6.1.5 where the property is a lot in a strata scheme:
- 6.1.5.1 use the lessor's common property only in connection with the use of the property;
- 6.1.5.2 co-operate with all other permitted users of the common property;
- 6.1.5.3 comply with so many of the provisions of the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973* and the by-laws and all lawful orders, motions and directives under these Acts as may be applicable to the exercise of the lessee's rights and obligations under this lease.

- 6.2 The lessor can consent to a change of use and cannot withhold consent unreasonably.
- 6.3 The lessee must not –
 - 6.3.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium unless the lessor consents in which case the lessee must pay the increased premium; or
 - 6.3.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the lessor or to the owner or occupier of any neighbouring property; or
 - 6.3.3 hold any auction, bankrupt or fire sale in the property; or
 - 6.3.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the lessor consents (but the lessor cannot withhold consent unreasonably);
 - 6.3.5 overload the floors or walls of the property; or
 - 6.3.6 without the prior written consent of the lessor and/or the owners corporation, use the common property for any purpose other than for access to and egress from the property.

CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

- 7.1 The lessor must –
 - 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;
 - 7.1.2 maintain the property in a structurally sound condition; and
 - 7.1.3 maintain essential services.
- 7.2 The lessee must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the lessee does not have to –
 - 7.2.1 alter or improve the property; or
 - 7.2.2 fix structural defects; or
 - 7.2.3 repair fair wear and tear.
- 7.3 The lessee must also –
 - 7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
 - 7.3.2 maintain and decorate the shop front if the property has one;
 - 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) – ‘decorate’ here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting;
 - 7.3.4 where the property is a lot in a strata scheme:
 - 7.3.4.1 meet the cost of all damage to the common property occasioned by the lessee or any invitee or licensee of the lessee; and
 - 7.3.4.2 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it.
- 7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. But if it is any other work or is required only because of the way the lessee uses the property then the lessee must do the work.
- 7.5 If the lessee fails to do any work that the lessee must do the lessor can give the lessee a notice in writing stating what the lessee has failed to do. After the notice is given the lessee must –
 - 7.5.1 do the work immediately if there is an emergency; and
 - 7.5.2 do the work promptly and diligently in any other case.

If the lessee does not do the work, the lessor can do it and the lessee must reimburse the lessor for the cost of the work.

- 7.6 The lessee must not make any structural alterations to the property. Any other alterations require the lessor's consent in writing (but the lessor cannot withhold consent unreasonably).

CLAUSE 8 INSURANCE AND DAMAGE

What insurances must the lessee take out?

- 8.1 The lessee must keep current an insurance policy covering –
- 8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and
 - 8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property
- and must produce to the lessor, upon request, the policy and the receipt for the last premium.

What happens if the property is damaged?

- 8.2 If the property or the building of which it is part is damaged (a term which includes destroyed) –
- 8.2.1 the lessee is not liable to pay rent, or any amount payable to the lessor in respect of outgoings and other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;
 - 8.2.2 if the property is still useable under this lease but its useability is diminished due to the damage, the lessee's liability for rent and any amount in respect of outgoings attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;
 - 8.2.3 if the lessor notifies the lessee in writing that the lessor considers that the damage is such as to make its repair impracticable or undesirable, the lessor or the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the other and no compensation is payable in respect of that termination;
 - 8.2.4 if the lessor fails to repair the damage within a reasonable time after the lessee requests the lessor to do so the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the lessor; and
 - 8.2.5 nothing in clause 8.2 affects any right of the lessor to recover damages from the lessee in respect of any damage or destruction to which the clause applies.

CLAUSE 9 ACCESS

What are the lessor's rights of access to the property?

- 9.1 The lessee must give the lessor (or anyone authorised in writing by the lessor) access to the property at any reasonable time for the purpose of –
- 9.1.1 inspecting the condition of the property, or how it is being used; or
 - 9.1.2 doing anything that the lessor can or must do under this lease or must do by law; or
 - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or
 - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
 - 9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends; or
 - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
 - 9.1.7 inspecting, cleaning or repairing another property or any services to another property.
- 9.2 The lessor must give the lessee at least 2 days written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.
- 9.3 The lessor must promptly make good any damage caused to the property and to any of the lessee's belongings which results from exercising these rights.
- 9.4 The lessee must give to the lessor a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

CLAUSE 10 TRANSFER AND SUB-LEASE**Can this lease be transferred or the property shared or sub-let?**

- 10.1 The lessee must not transfer this lease without consent.
- 10.2 The lessor can withhold consent only if –
- 10.2.1 the proposed transferee proposes to change the use to which the property is put; or
 - 10.2.2 where the property is a retail shop, the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor and otherwise the proposed transferee has financial resources or business experience inferior to those of the proposed transferor; or
 - 10.2.3 the lessee has not complied with clause 10.3 and, where the property is a retail shop, clause 10.4.
- 10.3 A request for the lessor's consent to a transfer of lease must be made in writing and the lessee must provide the lessor with such information as the lessor may reasonably require concerning the financial standing and business experience of the proposed transferee.
- 10.4 Where the property is a retail shop, before requesting the consent of the lessor to a proposed transfer of this lease, the lessee must furnish the proposed transferee with a copy of any disclosure statement given to the lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the lessee was aware or could reasonably be expected to be aware). For the purpose of enabling the lessee to comply with this obligation, the lessee can request the lessor to provide the lessee with a copy of the disclosure statement concerned and, if the lessor is unable or unwilling to comply with such a request within 14 days after it is made, this clause 10.4 does not apply.
- 10.5 Where the lessee has complied with clause 10.3 and where required to do so clause 10.4, and the lessor has not within 42 days or where the *Retail Leases Act 1994* applies 28 days after the request was made or the lessee has complied with paragraphs 41(a) and 41(b) of that Act, whichever is the later, given notice in writing to the lessee either consenting or withholding consent, the lessor is taken to have consented.
- 10.6 The lessee has to pay in connection with any consent the lessor's reasonable legal costs, the reasonable costs of obtaining any mortgagee's consent, the stamp duty and the registration fee for the transfer.
- 10.7 Where the property is a retail shop, the lessee can sub-let, grant a licence or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the lessee's estate or interest in this lease only with the written consent of the lessor which can be refused in the lessor's absolute discretion. Otherwise, the lessee cannot do any of these things.

CLAUSE 11 LESSOR'S OTHER OBLIGATIONS - What are the lessor's other obligations?

- 11.1 So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.
- 11.2 The lessor must pay all outgoings for the land or the building of which the property is part when they fall due.
- 11.3 If the property is part of a building owned or controlled by the lessor –
- 11.3.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
 - 11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must –
 - 11.3.2.1 allow reasonable use of the facilities and service connections including –
 - the right for the lessee and other persons to come and go to and from the property over the areas provided for access;
 - access by the lessee to service connections; and
 - the right for the lessee's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.
 - 11.3.2.2 maintain the facilities and service connections in reasonable condition.

- 11.4 Where registration is necessary for the validity of this lease, the lessor must ensure that this lease is registered.
- 11.5 If a consent is needed for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

- 12.1 This lease ends –
 - 12.1.1 on the date stated in item 3 in the schedule; or
 - 12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or
 - 12.1.3 if the lessor lawfully demands possession of the property.
- 12.2 The lessor can enter and take possession of the property or demand possession of the property if –
 - 12.2.1 the lessee has repudiated this lease; or
 - 12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or
 - 12.2.3 the lessee has failed to comply with a lessor's notice under section 129 of the *Conveyancing Act 1919*; or
 - 12.2.4 the lessee has not complied with any term of this lease where a lessor's notice is not required under section 129 of the *Conveyancing Act 1919* and the lessor has given at least 14 days written notice of the lessor's intention to end this lease.
- 12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must –
 - 12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in; and
 - 12.3.2 have removed any goods and anything that the lessee fixed to the property and have made good any damage caused by the removal.

Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and charge to the lessee the cost of removal, making good and disposal.
- 12.4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than under a new lease) then –
 - 12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same way that the lessee had to do under this lease just before the lease period ended (apportioned and payable monthly);
 - 12.4.2 the monthly tenancy will be on the same terms as this lease, except for –
 - clause 4;
 - clauses 5.4 to 5.21 inclusive; and
 - clause 6.2 unless consent has previously been given;
 - 12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, 1 month written notice to the other expiring on any date; and
 - 12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly tenancy.
- 12.5 Essential terms of this lease include –
 - 12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);
 - 12.5.2 the obligations of the lessee in clause 5.1.2 (dealing with outgoing);
 - 12.5.3 the obligations of the lessee in clause 6.1 (dealing with use);
 - 12.5.4 the obligations of the lessee in clause 7 (dealing with repairs);
 - 12.5.5 the obligations of the lessee in clause 10 (dealing with transfer and sub-lease); and
 - 12.5.6 the obligations of the lessee in clause 15 (dealing with GST).

- 12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 12.7 The lessor can recover damages even if –
- 12.7.1 the lessor accepts the lessee's repudiation of this lease; or
 - 12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
 - 12.7.3 the lessee abandons possession of the property; or
 - 12.7.4 a surrender of this lease occurs.

CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

- 13.1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 13.3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.
- 13.4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.
- 13.5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 13.6 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.
- 14.2 A document under or relating to this lease is –
- 14.2.1 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*; and
 - 14.2.2 served on the lessee if it is left at the property.
- 14.3 This lease is subject to any legislation that cannot be excluded (for example, the *Retail Leases Act 1994*).
- 14.4 In this lease, 'retail shop' means premises to which the *Retail Leases Act 1994* applies.
- 14.5 In this lease 'Director General' has the same meaning as in the *Retail Leases Act 1994*.

CLAUSE 15 GOODS AND SERVICES TAX

Unless item 13B in the schedule has been completed in a way that indicates that this clause is not to apply:

- 15.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.
- 15.2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.
- 15.3 Outgoings in item 14B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.
- 15.4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

CLAUSE 16 BANK GUARANTEE

- 16.1 If a number of months appears in item 19 in the schedule, clauses 16.2 to 16.5 apply.
- 16.2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee by a bank trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor and for an amount equivalent to the number of months referred to in item 19 in the schedule.
- 16.3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease.
- 16.4 The lessee agrees to vary the amount of the guarantee immediately upon each rent review so that the amount at all times represents the equivalent of the number of months referred to in the schedule.
- 16.5 The lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee on the last of:
 - 16.5.1 the terminating date of this lease;
 - 16.5.2 the expiry date of any holding over under this lease; and
 - 16.5.3 the date that the lessee has no further obligations under this lease or at law.

CLAUSE 17 SECURITY DEPOSIT

- 17.1 If an amount or a number of months appears in item 20 in the schedule, clauses 17.2 to 17.6 apply.
- 17.2 On or before the commencement date of this lease the lessee will deliver the security deposit to the lessor.
- 17.3 The lessor is entitled to deduct from the security deposit an amount equal to any monies due but unpaid by the lessee to the lessor under this lease.
- 17.4 Where the property is a retail shop, the security deposit will be held in accordance with Section 16C of the *Retail Leases Act 1994*. The lessee will not make an application to the Director General seeking the return of the security deposit (or so much of it as is then held by the Director General) until the later of:
 - 17.4.1 the terminating date of this lease;
 - 17.4.2 the expiry date of any holding over under this lease; and
 - 17.4.3 the date that the lessee has no further obligations under this lease or at law.
- 17.5 Where the property is other than a retail shop the security deposit (or so much of it as is then held by the lessor) will be returned to the lessee on the later of the dates as specified in clause 17.4.
- 17.6 The lessee agrees to vary the amount of the security deposit immediately upon each rent review so that it represents the equivalent of the number of months referred to in the schedule.

CLAUSE 18 STRATA CONVERSION

- 18.1 "Owners corporation", "owner", "strata scheme", "lot" and "parcel" where used in this lease have the meanings given under the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*.

- 18.2 “Strata Acts” means the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices now or hereafter made under those Acts.
- 18.3 “Strata conversion” means a subdivision of the property under the *Strata Schemes (Freehold Development) Act 1973* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.
- 18.4 Strata Titles
- 18.4.1 Lessee consents to registration of strata plan
- 18.4.1.1 By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata schemes plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the Building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee’s approval, which approval will not be unreasonably withheld.
- 18.4.1.2 Provided the lessee consents to the strata conversion as per clause 18.4.1.1 then within 7 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.
- 18.4.2 Compliance with the Strata Acts and by-laws:
- 18.4.2.1 **(Covenant):** The lessee and any and all persons acting by, through or under it or with its authority express or implied shall comply with so many of the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee’s rights and obligations under the provisions elsewhere contained in this lease.
- 18.4.2.2 **Not to prejudice interests of owners corporation.** Without the prior written consent of the owners corporation, the lessee shall not do any act, matter or thing under the exercise of its rights and obligations elsewhere contained in this lease or permit or allow any act, matter or thing to be done which shall or may:
- increase the rate of premium payable by the owners corporation under any policy of insurance taken out by the owners corporation; or
 - invalidate, avoid or suspend the operation of any such policy of insurance or otherwise prejudice the owners corporation rights under any such policy.
- 18.4.2.3 Upon the occurrence of any of the matters previously referred to the lessee shall:
- pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;
 - pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.4.2.2; and
 - pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.
- 18.4.2.4 **(Indemnity):** The lessee shall indemnify the lessor for any loss or damage suffered by the lessor if the lessee or the lessee’s employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee’s employees by this lease or by reason of the Strata Acts.
- 18.4.3 If the strata conversion occurs:
- 18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;
- 18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a sinking fund or special levy; and
- 18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.

IMPORTANT NOTES

The following notes are for guidance and do not form part of this lease.

If you are a lessor, a solicitor will prepare this lease for you.

If you are a lessee, a solicitor can advise you about it.

- 1. This document creates legal rights and legal obligations.
- 2. Failure to register a lease can have serious consequences.
- 3. If an option for renewal is not exercised at the right time it will be lost.
- 4. The lessee can exercise an option for renewal even if there has been a breach of this lease in a case where section 133E of the *Conveyancing Act 1919* applies. The lessor must give a prescribed notice within 14 days after the option is exercised if the lessor wants to rely on the breach to prevent the exercise of the option.
- 5. The Law Society of New South Wales is not to be responsible for any loss resulting from the use of this lease as printed whether authorised or not.

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I certify that this and the preceding twelve pages are in exactly the same wording as Annexure B of the copyright Law Society Lease.

.....

Solicitor for the lessor

Form: 07L
Release: 4.5

LEASE

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Revenue NSW use only

(A) TORRENS TITLE

Property leased

Part Folio Identifier 101/853132
being Office 3, 299 George Street, Windsor NSW 2756

(B) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

CODE

L

Reference:

(C) LESSOR

299 George Pty Ltd ACN 622 770 745

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

Bocrode Pty Ltd ACN 111 966 799

(F)

TENANCY:

- (G) 1. TERM** Three (3) years
- 2. COMMENCING DATE** 1 September 2019
- 3. TERMINATING DATE** 31 August 2022
- 4.** With an **OPTION TO RENEW** for a period of Three (3) years
set out in clause 4 of Annexure B and Item 12 of Annexure A
- 5.** With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
- 6.** Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
- 7.** Incorporates the provisions or additional material set out in **ANNEXURE(S)** A & B hereto.
- 8.** Incorporates the provisions set out in N.A.
No. N.A.
- 9.** The **RENT** is set out in item 13 of Annexure A

DATE _____

- (H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: 299 George Pty Ltd ACN 622 770 745Authority: section 127 of the Corporations Act 2001

Signature of authorised person: _____

Signature of authorised person: _____

Name of authorised person: Colin James Devine

Name of authorised person: _____

Office held: Sole Director/Secretary

Office held: _____

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: Bocrode Pty Ltd ACN 111 966 799Authority: section 127 of the Corporations Act 2001

Signature of authorised person: _____

Signature of authorised person: _____

Name of authorised person: Colin James Devine

Name of authorised person: _____

Office held: Sole Director/Secretary

Office held: _____

(I) STATUTORY DECLARATION*

I _____

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales on _____

in the presence of _____ of _____,

☐ Justice of the Peace (J.P. Number: _____) ☐ Practising Solicitor☐ Other qualified witness [*specify*] _____,

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person *OR* I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months *OR* I have confirmed the person's identity using an identification document and the document I relied on was a _____ [*Omit ID No.*]

Signature of witness: _____ Signature of applicant: _____

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ANNEXURE A

SEE A SOLICITOR ABOUT THIS LEASE

Lessor: 299 George Pty Ltd ACN 622 770 745

Lessee: Bocrode Pty Ltd ACN 111 966 799

This annexure consists of three (3) pages.

NOTE: Any alterations and additions to Lease Covenants in Annexure B **must** be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

SCHEDULE OF ITEMS

Item 10 (cls 2.3, 13.1) (cl 13.7) **A. The guarantor:** Not Applicable
B. Limit of guarantor’s liability: Not Applicable

Item 11 (cl 3) **Additional premises:** Not Applicable

Item 12 (cl 4) **Option to renew**
A. Further period of **three (3) years** from **1 September 2022** to **31 August 2025**
B. Not Applicable
C. Maximum period of tenancy under this lease and permitted renewals: **Six (6) Years**
D. First day option for renewal can be exercised: **1 March 2022**
E. Last day option for renewal can be exercised: **30 June 2022**

Item 13 (cl 5) **A. Rent**

For the lease period:
From the Rent Commencement Date
to the first rent review date: **\$36,000.00** plus GST a year by monthly instalments of **\$3,000** plus GST.

Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

For the further period in item 12A:
From the commencement date
to the first rent review date:
(for example: Current market rent) **No Rent Increase**

Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

For the further period in item 12B: **Not Applicable**

From the commencement date
to the first rent review date:
(for example: Current market rent)

Afterwards:

At the new yearly rent beginning on each review
date by monthly instalments of one twelfth of the
new yearly rent.

Item 13
(cl 15)

B. GST

Clause 15 provides for payment by the lessee of GST unless otherwise here indicated:

Item 14
(cl 5)

Outgoings

- A. Share of outgoing: 0%
- B. Outgoings –
- (a) local council rates and charges;
 - (b) land tax; and
 - (c) Waste collection and disposal.

for the land or the building of which the property is part, fairly apportioned to the period of this lease will be paid by the Lessor. All additional cost in association to the premises will be paid by the Lessee.

To remove any doubt, the Lessee is required to pay for the below costs as a result of their business operation:

- (a) Water usage charges;
- (b) gas usage;
- (c) electricity charges;
- (d) phone and internet usages;
- (e) waste collection and disposal;
- (f) Security Alarm System;
- (g) Insurance.

Item 15
(cl 5.1.5)

Interest rate: Ten Percent (10%) per Annum.

Item 16
(cl 5.4)

Rent review

Not Applicable

Item 17
(cl 6.1)

Permitted use: Commercial Office

Item 18
(cl 8.1.1)

Amount of required public liability insurance: \$20,000,000.00 and plate glass replacement

Item 19
(cl 16)

Bank Guarantee

Not Applicable

Item 20
(cl 17)

Security Deposit

Not Applicable

Item 21 Details of strata manager/secretary of the owners corporation (if applicable)

Not Applicable

The following alterations and additions are to be made to the Lease Covenants in Annexure B:

1. The following is inserted as clause 19 of Annexure B:**19. Consumables**

The Lessee will pay for all consumables, electricity, telephone and waste removal applicable to the Lessee's use of the premises.

2. The following is inserted as clause 20 of Annexure B:**20 Lessee's repair and maintenance obligations**

20.1 The Lessee shall throughout the term of the Lease carryout the following repair and maintenance:

(a) promptly repair or replace all broken, cracked or damaged glass in the Premises, with glass of the same or similar gauge and quality;

(b) promptly repair or replace all damaged or broken light globes, power points, light switches, heating, lighting and electrical appliances, air-conditioning units/systems, services and wiring in the Premises and must regularly maintain the services in proper working order and conditions at the Lessee' expense;

(c) repair any damage or breakage to the Premises, the Lessor' fixtures and property in the Premises, services and facilities in the Premises, caused by lack of care or misuse by the Lessee or by its employees, agents or any person associated with the Lessee's business including but not limited its customers;

(d) The Lessee shall at his own expense install all electrical fixtures and fittings wiring and other things (if any) necessary for the installation repair and maintenance of the electrical light, air conditioning and power in the leased property, and all such fixtures and fittings and wiring and other things installed by the Lessee shall at the termination of this Lease be and become the property of the Lessor.

20.2 For the purposes of this clause, "services" means electricity, gas, water, sewerage, air-conditioning and any other services provided or available to the Premises or to common areas of the building.

3. The following is inserted as clause 21 of Annexure B:**21. Payment of Rent, Outgoings and GST**

The rent, outgoings and GST shall be paid monthly in advance. Notwithstanding any provisions herein contained and without prejudice to any other remedies available to the Lessor, if the Lessee is late in any rent, outgoings and/or GST payment for more than 7 days, the Lessee shall be liable to an interest at a rate as provided under clause 5.1.5 for the unpaid sum. If any rent, outgoings and/or GST payment is late for 14 days or more, without prejudice to any other remedies available to the Lessor, the Lessor may forthwith and without notice to the Lessee re-enter the leased property by locking it up and terminating the lease.

4. The following is inserted as clause 22 of Annexure B:**22. Not Used****5. The following is inserted as clause 23 of Annexure B:****23. Transfer (Additional Clause)**

23.1 The Lessee shall not Assign, Sublet, Licence or in any way part with possession of any part of the Property leased the subject of this Lease without first getting the Lessor's consent in writing. As a term of such

consent, if provided, the proposed assignee shall enter into a Deed of Assignment with the Lessor in the form required by the Lessor that he will duly perform and keep the covenants and agreements on the Lessee's part herein contained. The Lessee shall deliver to the Lessor a duly executed and stamped copy of the Deed of Assignment and, if the Lease is registered, a duly executed and stamped transfer of this Lease.

- 23.2 If the proposed assignee is a corporation other than a corporation whose shares are listed on any Australian Stock Exchange, the Lessee shall procure in favour of the Lessor such guarantee as may be required by the Lessor, in a form acceptable to the Lessor, of the obligations and covenants of the proposed assignee. The Lessee shall pay the costs and expenses payable by the Lessor in respect of the preparation, execution and stamping of the said deed. The Lessor may require the guarantee to include an indemnity against loss.
- 23.3 Any guarantee or indemnity to be provided pursuant to this part shall be for the residue of the lease term or any extension or renewal of it.
- 23.4 Any change in the shareholding of the Lessee, if a company, shall be deemed to be an assignment or transfer to which clause 10 of Annexure B shall apply.
- 23.5 The parties agree that a breach of this clause 27 is a breach of an essential term of Lease entitling the Lessor to terminate the Lease immediately and re-enter the property leased.

6. The following is inserted as clause 24 of Annexure B:

24. Display of Notice

The Lessee will at any time permit the Lessor to affix and exhibit any notice in or about the leased property indicating the premises to be available for sale.

7. The following is inserted as clause 25 of Annexure B:

25. Building or Extension Work.

The Lessor may carry out any building work or extension work at the leased property at any time after the commencement date of the Lease and the Lessee shall have no right to make any claims whatsoever against the Lessor in relation to such extension.

8. The following is inserted as clause 26 of Annexure B:

26 Alterations to the Leased Premises and Make Good Clause

- 26.1 The Lessee must not make or permit to be made any alterations or additions in or to the Premises or any part thereof whether structural or non-structural without first obtaining the consent in writing from the Lessor.
- 26.2 The Lessor has the absolute discretion to consent or not consent to the Lessee's request or consent with such conditions as the Lessor decides or imposes.
- 26.3 The Lessee agrees that it will use reasonable endeavour to reduce the noise, dust, vibration and disturbance to the occupiers of neighbouring Premises including but not limited to the ground level of the building during the construction of the approved alterations or additions in or to the Premises.
- 26.4 The Lessee shall make good in a proper and workmanlike manner any damage, breakage or defect to the Premises and to restore the Premises to its condition and state of repair as at the commencement of the Lease.

9. The following is inserted as clause 27 of Annexure B:

27 Permitted Use of the Premises

- 27.1 The Lessor does not guarantee that the use of the Premises commercial office is permitted by the relevant council. The Lessee shall make and rely on their own enquiries before entering into the Lease.
- 27.2 The Lessee must not use or permit the Premises to be used for any purposes other than as stated in Item 17 without the consent in writing of the Lessor at its absolute discretion.

10. The following is inserted as clause 28 of Annexure B:

28 Indemnity

The Lessee indemnifies the Lessor against any action, demand, cost, liability or loss of any nature caused or contributed by:

- (a) the Lessee's act, omission or negligence;
- (b) the Lessee's use of the Premises;
- (c) the Lessee's works; or
- (d) the Lessee's breach of the Lease.

11. The following is inserted as clause 29 of Annexure B:

29 Inconsistencies

Should any of the provisions in clauses 1 to 18 of Annexure B be inconsistent with any of the above inserted provisions, then the above inserted provisions shall prevail to the extent of any such inconsistency.

ANNEXURE B

PAGE 1 OF 13 PAGES

SEE A SOLICITOR ABOUT THIS LEASE

ANNEXURE B

Lessor: 299 George Pty Ltd ACN 622 770 745

Lessee: Bocrode Pty Ltd ACN 111 966 799

This annexure consists of thirteen (13) pages.

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NOTE: Any alterations and additions to Lease Covenants in Annexure B **must** be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

CONTENTS

CLAUSE	SUBJECT	PAGE	CLAUSE	SUBJECT	PAGE
1	Form of this Lease.....	2	11	Lessor’s other Obligations.....	9
2	Parties.....	2	12	Forfeiture and End of Lease	9
3	The Property.....	2	13	Guarantee	10
4	Lease Period.....	2	14	Exclusions, Notices and	
5	Money	3		Special Clauses.....	10
6	Use	5	15	Goods and Services Tax	11
7	Condition and Repairs.....	6	16	Bank Guarantee	11
8	Insurance and Damage	7	17	Security Deposit	11
9	Access	7	18	Strata Conversion	11
10	Transfer and Sublease	8			

CLAUSE 1 FORM OF THIS LEASE**What are the parts to this lease?**

- 1.1 There are three parts to this lease – a lease form, Annexure A and this annexure.
- 1.2 This lease is a deed even if it is not registered.
- 1.3 A reference in this deed to the schedule is to the schedule of items commencing at item 1 on the lease form and ending with item 20 in Annexure A.

CLAUSE 2 PARTIES**Who are the parties to this lease?**

- 2.1 The lessor is named on page 1 of this lease.
- 2.2 The lessee is named on page 1 of this lease.
- 2.3 The guarantor is named in item 10 in the schedule, if there is a guarantor.
- 2.4 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

CLAUSE 3 THE PROPERTY**What property is leased?**

- 3.1 The property leased is described on page 1 of this lease.
- 3.2 The lessor's fixtures are included in the property leased.
- 3.3 If anything else is leased (such as furniture belonging to the lessor) and is described in item 11 in the schedule it is included in the property.
- 3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The lessee shares the common facilities with the lessor, and with other lessees of the lessor. The lessor can set reasonable rules for sharing these common facilities.

CLAUSE 4 LEASE PERIOD**How long is this lease for?**

- 4.1 This lease is for the period stated in item 1 in the schedule, commences on the date stated in item 2 in the schedule and ends on the date stated in item 3 in the schedule.
- 4.2 If a further period, commencing when this lease ends, is stated in item 12A in the schedule then the lessee has the option to renew this lease for that period.
- 4.3 The lessee can renew this lease more than once if that is stated in item 12B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 12C in the schedule.
- 4.4 The lessee can exercise the option only if –
 - 4.4.1 the lessee serves on the lessor a notice of exercise of option not earlier than the first day stated in item 12D in the schedule and not later than the last day stated in item 12E in the schedule;
 - 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
 - 4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.

If this lease is extended by legislation, items 12D and 12E in the schedule are adjusted accordingly.

- 4.5 After exercising the option the lessee must continue to pay all rents and outgoings on time and continue to comply with all of the lessee's obligations under this lease. If the lessee does not do so, the lessor may treat any breach as being a breach of the new lease as well as of this lease.

- 4.6 A new lease will be the same as this lease except for –
- 4.6.1 the new rent;
 - 4.6.2 the commencement date and the termination date;
 - 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
 - 4.6.4 item 12B becoming item 12A;
 - 4.6.5 adjustment of item 12C in the schedule; and
 - 4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

If the new rent is to be current market rent it will be decided in the same way that current market rent is to be decided under Method 3 stated in clause 5 assuming that this lease and the new lease were one continuous lease and the commencement date of the new lease was a rent review date.

CLAUSE 5 MONEY

What money must the lessee pay?

- 5.1 The lessee must pay to the lessor or as the lessor directs –
- 5.1.1 the rent stated in item 13A in the schedule;
 - 5.1.2 the share stated in item 14A in the schedule of those outgoings stated in item 14B in the schedule;
 - 5.1.3 the reasonable cost to the lessor of remedying a default by the lessee;
 - 5.1.4 the reasonable cost to the lessor of dealing with any application by the lessee for the lessor's consent under this lease (whether or not it is given);
 - 5.1.5 interest on these moneys at the rate stated in item 15 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
 - 5.1.6 registration fee for registration of this lease at Land and Property Information NSW (payable on delivery to the lessor's solicitor of the executed lease);
 - 5.1.7 stamp duty on this lease (payable on delivery to the lessor's solicitor of the executed lease) if not previously paid by the lessee to the Office of State Revenue;
 - 5.1.8 if the lessee defaults, the lessor's reasonable legal costs relating to the default;
 - 5.1.9 the lessor's reasonable costs and expenses in connection with the preparation of this lease but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the *Retail Leases Act, 1994*; and
 - 5.1.10 GST as provided for in clause 15.
- 5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.
- 5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the lessor.
- A request for payment can be made –
- 5.3.1 after the lessor has paid an outgoing; or
 - 5.3.2 after the lessor has received an assessment or account for payment of an outgoing.

If item 14B in the schedule refers to land tax –

- if the property is a strata lot, the relevant land tax is land tax on that lot;
- if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the lessor used or available for use by or for the benefit of lessees conducting business in the building or in connection with trading in the building; and
- in either case, the land tax must be calculated as if the land was the only land owned by the lessor and there was no special trust or non-concessional company involved.

When and how is the rent to be reviewed?

- 5.4 The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.

If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 16 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.

- 5.5 The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the lessor is to refund to the lessee any overpayment of rent.
- 5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

Method 1. By a fixed amount or percentage.

- 5.7 In this case the rent beginning on each review date will be increased by the percentage or amount stated in item 16 in the schedule.

Method 2. By reference to Consumer Price Index.

- 5.8 In this case –
- take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
 - divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
 - multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula –

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y$$

- 5.9 The lessor must calculate the new rent after each review date and give the lessee written notice of the new rent.
- 5.10 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the lessor and the lessee agree to accept the calculations of the lessor's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.
- 5.11 If the index used to calculate the new rent is discontinued the lessor may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

Method 3. By reference to current market rent.

- 5.12 In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters –
- 5.12.1 the provisions of this lease;
 - 5.12.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
 - 5.12.3 the gross rent, less the lessor's outgoings payable by the lessee;
 - 5.12.4 where the property is a retail shop, rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail shops; and
 - 5.12.5 the value of goodwill created by the lessee's occupation and the value of lessee's fixtures and fittings are to be ignored.

ANNEXURE B

PAGE 5 OF 13 PAGES

- 5.13 The lessor or the lessee can inform the other in writing at least 60 days before the rent review date of the rent that the lessor or lessee thinks will be the current market rent at the review date.
- 5.14 If the lessor and the lessee agree on a new rent then that rent will be the new rent beginning on the rent review date and the lessor and the lessee must sign a statement saying so.
- 5.15 If the lessor and the lessee do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.16.
- 5.16
- 5.16.1 Unless 5.16.2 applies the lessor and the lessee can either agree upon a valuer or can ask the President of the Law Society of New South Wales to nominate a person who is a licensed valuer to decide the current market rent.
- 5.16.2 Where the property is a retail shop, the valuer appointed must be a specialist retail valuer appointed by agreement of the parties or, failing agreement, by the Administrative Decisions Tribunal.
- 5.17 The valuer will act as an expert not an arbitrator. The lessor and the lessee can each make submissions in writing to the valuer within 14 days after they receive notice of the valuer's appointment but not later unless the valuer agrees.
- 5.18 The valuer's decision is final and binding. The valuer must state how the decision was reached.
- 5.19 If the valuer
- 5.19.1 does not accept the nomination to act; or
- 5.19.2 does not decide the current market rent within 1 month after accepting the nomination; or
- 5.19.3 becomes incapacitated or dies; or
- 5.19.4 resigns,
- then another valuer is to be appointed in the same way.
- 5.20 The lessor and lessee must each pay half the valuer's costs.
- 5.21 If the lessor and lessee do not agree upon a valuer and neither asks for a valuer to be nominated before –
- 5.21.1 the next rent review date passes; or
- 5.21.2 this lease ends without the lessee renewing it; or
- 5.21.3 this lease is transferred after the rent review date with the lessor's consent; or
- 5.21.4 the property is transferred after the rent review date
- then the rent will not change on that rent review date.

CLAUSE 6 USE**How must the property be used?**

- 6.1 The lessee must –
- 6.1.1 use the property for the purpose stated in item 17 in the schedule and not for any other purpose;
- 6.1.2 open for business at times usual for a business of the kind conducted by the lessee;
- 6.1.3 keep the property clean and dispose of waste properly; and
- 6.1.4 comply with all laws relating to strata schemes and all other laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the lessee's business there.
- 6.1.5 where the property is a lot in a strata scheme:
- 6.1.5.1 use the lessor's common property only in connection with the use of the property;
- 6.1.5.2 co-operate with all other permitted users of the common property;
- 6.1.5.3 comply with so many of the provisions of the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973* and the by-laws and all lawful orders, motions and directives under these Acts as may be applicable to the exercise of the lessee's rights and obligations under this lease.

- 6.2 The lessor can consent to a change of use and cannot withhold consent unreasonably.
- 6.3 The lessee must not –
 - 6.3.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium unless the lessor consents in which case the lessee must pay the increased premium; or
 - 6.3.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the lessor or to the owner or occupier of any neighbouring property; or
 - 6.3.3 hold any auction, bankrupt or fire sale in the property; or
 - 6.3.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the lessor consents (but the lessor cannot withhold consent unreasonably);
 - 6.3.5 overload the floors or walls of the property; or
 - 6.3.6 without the prior written consent of the lessor and/or the owners corporation, use the common property for any purpose other than for access to and egress from the property.

CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

- 7.1 The lessor must –
 - 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;
 - 7.1.2 maintain the property in a structurally sound condition; and
 - 7.1.3 maintain essential services.
- 7.2 The lessee must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the lessee does not have to –
 - 7.2.1 alter or improve the property; or
 - 7.2.2 fix structural defects; or
 - 7.2.3 repair fair wear and tear.
- 7.3 The lessee must also –
 - 7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
 - 7.3.2 maintain and decorate the shop front if the property has one;
 - 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) – ‘decorate’ here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting;
 - 7.3.4 where the property is a lot in a strata scheme:
 - 7.3.4.1 meet the cost of all damage to the common property occasioned by the lessee or any invitee or licensee of the lessee; and
 - 7.3.4.2 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it.
- 7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. But if it is any other work or is required only because of the way the lessee uses the property then the lessee must do the work.
- 7.5 If the lessee fails to do any work that the lessee must do the lessor can give the lessee a notice in writing stating what the lessee has failed to do. After the notice is given the lessee must –
 - 7.5.1 do the work immediately if there is an emergency; and
 - 7.5.2 do the work promptly and diligently in any other case.

If the lessee does not do the work, the lessor can do it and the lessee must reimburse the lessor for the cost of the work.

- 7.6 The lessee must not make any structural alterations to the property. Any other alterations require the lessor's consent in writing (but the lessor cannot withhold consent unreasonably).

CLAUSE 8 INSURANCE AND DAMAGE

What insurances must the lessee take out?

- 8.1 The lessee must keep current an insurance policy covering –
- 8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and
 - 8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property
- and must produce to the lessor, upon request, the policy and the receipt for the last premium.

What happens if the property is damaged?

- 8.2 If the property or the building of which it is part is damaged (a term which includes destroyed) –
- 8.2.1 the lessee is not liable to pay rent, or any amount payable to the lessor in respect of outgoings and other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;
 - 8.2.2 if the property is still useable under this lease but its useability is diminished due to the damage, the lessee's liability for rent and any amount in respect of outgoings attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;
 - 8.2.3 if the lessor notifies the lessee in writing that the lessor considers that the damage is such as to make its repair impracticable or undesirable, the lessor or the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the other and no compensation is payable in respect of that termination;
 - 8.2.4 if the lessor fails to repair the damage within a reasonable time after the lessee requests the lessor to do so the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the lessor; and
 - 8.2.5 nothing in clause 8.2 affects any right of the lessor to recover damages from the lessee in respect of any damage or destruction to which the clause applies.

CLAUSE 9 ACCESS

What are the lessor's rights of access to the property?

- 9.1 The lessee must give the lessor (or anyone authorised in writing by the lessor) access to the property at any reasonable time for the purpose of –
- 9.1.1 inspecting the condition of the property, or how it is being used; or
 - 9.1.2 doing anything that the lessor can or must do under this lease or must do by law; or
 - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or
 - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
 - 9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends; or
 - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
 - 9.1.7 inspecting, cleaning or repairing another property or any services to another property.
- 9.2 The lessor must give the lessee at least 2 days written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.
- 9.3 The lessor must promptly make good any damage caused to the property and to any of the lessee's belongings which results from exercising these rights.
- 9.4 The lessee must give to the lessor a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

CLAUSE 10 TRANSFER AND SUB-LEASE**Can this lease be transferred or the property shared or sub-let?**

- 10.1 The lessee must not transfer this lease without consent.
- 10.2 The lessor can withhold consent only if –
 - 10.2.1 the proposed transferee proposes to change the use to which the property is put; or
 - 10.2.2 where the property is a retail shop, the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor and otherwise the proposed transferee has financial resources or business experience inferior to those of the proposed transferor; or
 - 10.2.3 the lessee has not complied with clause 10.3 and, where the property is a retail shop, clause 10.4.
- 10.3 A request for the lessor's consent to a transfer of lease must be made in writing and the lessee must provide the lessor with such information as the lessor may reasonably require concerning the financial standing and business experience of the proposed transferee.
- 10.4 Where the property is a retail shop, before requesting the consent of the lessor to a proposed transfer of this lease, the lessee must furnish the proposed transferee with a copy of any disclosure statement given to the lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the lessee was aware or could reasonably be expected to be aware). For the purpose of enabling the lessee to comply with this obligation, the lessee can request the lessor to provide the lessee with a copy of the disclosure statement concerned and, if the lessor is unable or unwilling to comply with such a request within 14 days after it is made, this clause 10.4 does not apply.
- 10.5 Where the lessee has complied with clause 10.3 and where required to do so clause 10.4, and the lessor has not within 42 days or where the *Retail Leases Act 1994* applies 28 days after the request was made or the lessee has complied with paragraphs 41(a) and 41(b) of that Act, whichever is the later, given notice in writing to the lessee either consenting or withholding consent, the lessor is taken to have consented.
- 10.6 The lessee has to pay in connection with any consent the lessor's reasonable legal costs, the reasonable costs of obtaining any mortgagee's consent, the stamp duty and the registration fee for the transfer.
- 10.7 Where the property is a retail shop, the lessee can sub-let, grant a licence or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the lessee's estate or interest in this lease only with the written consent of the lessor which can be refused in the lessor's absolute discretion. Otherwise, the lessee cannot do any of these things.

CLAUSE 11 LESSOR'S OTHER OBLIGATIONS - What are the lessor's other obligations?

- 11.1 So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.
- 11.2 The lessor must pay all outgoings for the land or the building of which the property is part when they fall due.
- 11.3 If the property is part of a building owned or controlled by the lessor –
 - 11.3.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
 - 11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must –
 - 11.3.2.1 allow reasonable use of the facilities and service connections including –
 - the right for the lessee and other persons to come and go to and from the property over the areas provided for access;
 - access by the lessee to service connections; and
 - the right for the lessee's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.
 - 11.3.2.2 maintain the facilities and service connections in reasonable condition.

- 11.4 Where registration is necessary for the validity of this lease, the lessor must ensure that this lease is registered.
- 11.5 If a consent is needed for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

- 12.1 This lease ends –
- 12.1.1 on the date stated in item 3 in the schedule; or
 - 12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or
 - 12.1.3 if the lessor lawfully demands possession of the property.
- 12.2 The lessor can enter and take possession of the property or demand possession of the property if –
- 12.2.1 the lessee has repudiated this lease; or
 - 12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or
 - 12.2.3 the lessee has failed to comply with a lessor's notice under section 129 of the *Conveyancing Act 1919*; or
 - 12.2.4 the lessee has not complied with any term of this lease where a lessor's notice is not required under section 129 of the *Conveyancing Act 1919* and the lessor has given at least 14 days written notice of the lessor's intention to end this lease.
- 12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must –
- 12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in; and
 - 12.3.2 have removed any goods and anything that the lessee fixed to the property and have made good any damage caused by the removal.
- Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and charge to the lessee the cost of removal, making good and disposal.
- 12.4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than under a new lease) then –
- 12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same way that the lessee had to do under this lease just before the lease period ended (apportioned and payable monthly);
 - 12.4.2 the monthly tenancy will be on the same terms as this lease, except for –
 - clause 4;
 - clauses 5.4 to 5.21 inclusive; and
 - clause 6.2 unless consent has previously been given;
 - 12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, 1 month written notice to the other expiring on any date; and
 - 12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly tenancy.
- 12.5 Essential terms of this lease include –
- 12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);
 - 12.5.2 the obligations of the lessee in clause 5.1.2 (dealing with outgoing);
 - 12.5.3 the obligations of the lessee in clause 6.1 (dealing with use);
 - 12.5.4 the obligations of the lessee in clause 7 (dealing with repairs);
 - 12.5.5 the obligations of the lessee in clause 10 (dealing with transfer and sub-lease); and
 - 12.5.6 the obligations of the lessee in clause 15 (dealing with GST).

ANNEXURE B

PAGE 10 OF 13 PAGES

- 12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 12.7 The lessor can recover damages even if –
- 12.7.1 the lessor accepts the lessee's repudiation of this lease; or
 - 12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
 - 12.7.3 the lessee abandons possession of the property; or
 - 12.7.4 a surrender of this lease occurs.

CLAUSE 13 GUARANTEE**What are the obligations of a guarantor?**

- 13.1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 13.3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.
- 13.4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.
- 13.5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 13.6 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.
- 14.2 A document under or relating to this lease is –
- 14.2.1 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*; and
 - 14.2.2 served on the lessee if it is left at the property.
- 14.3 This lease is subject to any legislation that cannot be excluded (for example, the *Retail Leases Act 1994*).
- 14.4 In this lease, 'retail shop' means premises to which the *Retail Leases Act 1994* applies.
- 14.5 In this lease 'Director General' has the same meaning as in the *Retail Leases Act 1994*.

CLAUSE 15 GOODS AND SERVICES TAX

Unless item 13B in the schedule has been completed in a way that indicates that this clause is not to apply:

- 15.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.
- 15.2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.
- 15.3 Outgoings in item 14B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.
- 15.4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

CLAUSE 16 BANK GUARANTEE

- 16.1 If a number of months appears in item 19 in the schedule, clauses 16.2 to 16.5 apply.
- 16.2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee by a bank trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor and for an amount equivalent to the number of months referred to in item 19 in the schedule.
- 16.3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease.
- 16.4 The lessee agrees to vary the amount of the guarantee immediately upon each rent review so that the amount at all times represents the equivalent of the number of months referred to in the schedule.
- 16.5 The lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee on the last of:
 - 16.5.1 the terminating date of this lease;
 - 16.5.2 the expiry date of any holding over under this lease; and
 - 16.5.3 the date that the lessee has no further obligations under this lease or at law.

CLAUSE 17 SECURITY DEPOSIT

- 17.1 If an amount or a number of months appears in item 20 in the schedule, clauses 17.2 to 17.6 apply.
- 17.2 On or before the commencement date of this lease the lessee will deliver the security deposit to the lessor.
- 17.3 The lessor is entitled to deduct from the security deposit an amount equal to any monies due but unpaid by the lessee to the lessor under this lease.
- 17.4 Where the property is a retail shop, the security deposit will be held in accordance with Section 16C of the *Retail Leases Act 1994*. The lessee will not make an application to the Director General seeking the return of the security deposit (or so much of it as is then held by the Director General) until the later of:
 - 17.4.1 the terminating date of this lease;
 - 17.4.2 the expiry date of any holding over under this lease; and
 - 17.4.3 the date that the lessee has no further obligations under this lease or at law.
- 17.5 Where the property is other than a retail shop the security deposit (or so much of it as is then held by the lessor) will be returned to the lessee on the later of the dates as specified in clause 17.4.
- 17.6 The lessee agrees to vary the amount of the security deposit immediately upon each rent review so that it represents the equivalent of the number of months referred to in the schedule.

CLAUSE 18 STRATA CONVERSION

- 18.1 "Owners corporation", "owner", "strata scheme", "lot" and "parcel" where used in this lease have the meanings given under the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*.

ANNEXURE B

PAGE 12 OF 13 PAGES

- 18.2 “Strata Acts” means the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices now or hereafter made under those Acts.
- 18.3 “Strata conversion” means a subdivision of the property under the *Strata Schemes (Freehold Development) Act 1973* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.
- 18.4 Strata Titles
- 18.4.1 Lessee consents to registration of strata plan
- 18.4.1.1 By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata schemes plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the Building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee’s approval, which approval will not be unreasonably withheld.
- 18.4.1.2 Provided the lessee consents to the strata conversion as per clause 18.4.1.1 then within 7 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.
- 18.4.2 Compliance with the Strata Acts and by-laws:
- 18.4.2.1 **(Covenant):** The lessee and any and all persons acting by, through or under it or with its authority express or implied shall comply with so many of the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee’s rights and obligations under the provisions elsewhere contained in this lease.
- 18.4.2.2 **Not to prejudice interests of owners corporation.** Without the prior written consent of the owners corporation, the lessee shall not do any act, matter or thing under the exercise of its rights and obligations elsewhere contained in this lease or permit or allow any act, matter or thing to be done which shall or may:
- increase the rate of premium payable by the owners corporation under any policy of insurance taken out by the owners corporation; or
 - invalidate, avoid or suspend the operation of any such policy of insurance or otherwise prejudice the owners corporation rights under any such policy.
- 18.4.2.3 Upon the occurrence of any of the matters previously referred to the lessee shall:
- pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;
 - pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.4.2.2; and
 - pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.
- 18.4.2.4 **(Indemnity):** The lessee shall indemnify the lessor for any loss or damage suffered by the lessor if the lessee or the lessee’s employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee’s employees by this lease or by reason of the Strata Acts.
- 18.4.3 If the strata conversion occurs:
- 18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;
- 18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a sinking fund or special levy; and
- 18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.

IMPORTANT NOTES

The following notes are for guidance and do not form part of this lease.

If you are a lessor, a solicitor will prepare this lease for you.

If you are a lessee, a solicitor can advise you about it.

- 1. This document creates legal rights and legal obligations.
- 2. Failure to register a lease can have serious consequences.
- 3. If an option for renewal is not exercised at the right time it will be lost.
- 4. The lessee can exercise an option for renewal even if there has been a breach of this lease in a case where section 133E of the *Conveyancing Act 1919* applies. The lessor must give a prescribed notice within 14 days after the option is exercised if the lessor wants to rely on the breach to prevent the exercise of the option.
- 5. The Law Society of New South Wales is not to be responsible for any loss resulting from the use of this lease as printed whether authorised or not.

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I certify that this and the preceding twelve pages are in exactly the same wording as Annexure B of the copyright Law Society Lease.

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Solicitor for the lessor