

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Elders Real Estate Hunter Valley Shop 8, Thornton Shopping Centre, Taylor Avenue, Thornton NSW 2322	Phone: (02) 4964 1862 Email: garry.fairhurst@eldersrealestate.com.au Ref: Garry Fairhurst
co-agent vendor	Wallsend Dental Laboratories Pty Ltd (ACN: 064 718 734) ATF Aespros Unit Trust (ABN: 46 537 786 750) C/- 484 Hunter Street, Newcastle NSW 2300	
vendor's solicitor	O'Hearn Lawyers Level 2, 84 Nelson Street, Wallsend NSW 2287 PO Box 280, Wallsend NSW 2287	Phone: (02) 4951 8199 Email: lthorpe@ohlaw.com.au Ref: 371315
date for completion	35th day after the contract date (clause 15)	
land (address, plan details and title reference)	16 Council Street, Wallsend NSW 2287 Lot 14 in Deposited Plan 554147 Folio Identifier: 14/554147	

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit car space storage space
 none other:

attached copies documents in the List of Documents as marked or numbered: as marked
 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 checked="" type="checkbox"/> air conditioning	<input type="checkbox"/> clothesline	<input checked="" type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: storage container			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify: _____

GST AMOUNT (optional) The price includes GST of: NIL

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p>	<p>Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____</p> <p>Name of authorised person Name of authorised person</p> <p>_____</p> <p>Office held Office held</p>

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgment Network (ELM) (clause 4): PEXA_____

Manual transaction (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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 a **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – 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 representative:

Supplier's contact 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 **GSTRW 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 checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <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"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract
<p>Home Building Act 1989</p> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover	<p>Other</p> <input type="checkbox"/> 60
<p>Swimming Pools Act 1992</p> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

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 residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, 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 the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds 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 the *Conveyancing Act 1919*, section 66X. This statement 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 before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 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 the Act, section 66W, 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 the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. 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 and Stock 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 Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)

1.1	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>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<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>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<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>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>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<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 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>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>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</i> by a <i>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>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<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>populate</i>	to complete data fields in the <i>Electronic Workspace</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</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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> ;
<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).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

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 –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* 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 the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *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 16.5.
- 3.9 The vendor must give the purchaser any original *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 any original *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 any original *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 any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 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
- 4.2.2 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.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7* days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 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.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW 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*.

- 4.13 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 –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are 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; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*;
- 4.14 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 –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

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 *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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 vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for 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 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 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.
- 14.7 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 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 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.
- 16.4 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

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

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 *servicing* 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 4.8 or clause 30.4);
 - 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;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 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 4, 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 *servicing* 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 - 4) 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.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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 s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 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 14.6 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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - 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 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 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.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 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.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* 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.

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 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a 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 burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 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
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 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.
- 30.8 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.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *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 –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 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).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *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.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

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 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business 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 either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 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 sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 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.

16 COUNCIL ST WALLSEND NSW 2287

**ADDITIONAL CLAUSES FORMING PART OF THIS
CONTRACT FOR SALE OF LAND 2022 EDITION**

33. AMENDMENTS TO STANDARD FORM CONTRACT

33.1 The standard printed conditions of the Contract for the Sale and Purchase of Land - 2022 Edition (the "Printed Conditions") to which these Additional Clauses are attached are altered as follows:

- (a) Clause 2.4.1, delete the clause in its entirety.
- (b) Clause 2.9 is varied by deleting all words after "*reinvested*" and inserting:

"The interest which accrues on the deposit, after deduction of all proper government taxes, and financial institution charges and other charges (the 'Net Interest'), shall be dealt with as follows:

2.9.1 if the deposit is forfeited to the Vendor, the Net Interest shall be paid to the Vendor;

2.9.2 if the deposit is returned to the Purchaser, the Net Interest shall be paid to the Purchaser; and

2.9.3 if this Contract is completed, one half of the Net Interest shall be paid to the Vendor and the remaining one half of the Net Interest shall be paid to the Purchaser."

- (c) Clause 5.1, delete the clause in its entirety.
- (d) Clause 7.1.1, delete the words "*5% of the price*" and insert in their place the words "*one dollar*".
- (e) Clause 8.1.1, delete the words "*on reasonable grounds*".
- (f) Clause 8.1.2, delete the words "*and those grounds*".
- (g) Clauses 10.1.8 and 10.1.9, delete the word "*substance*" and insert in its place the word "*existence*".
- (h) Clause 10.2, insert the words "*make a claim, requisition, delay completion,*" before the word "*rescind*".
- (i) Clause 13.13, delete the clause in its entirety.
- (j) Clause 14.4.2, delete the clause in its entirety and replace with the following:

“By adjusting the amount that is paid or payable-

- *On the basis no threshold exemption shall apply;*
- *On the same rate or charge as that levied upon the Vendor;*
and
- *If the land (or part of it) had no separate taxable value by calculating its separate taxable value on a proportional area basis.”*

- (k) Clause 14.7, insert the following sentence at the end of the clause:

“The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purposes of such adjustment.”

- (l) Clause 18.7, insert at the beginning the words *“Subject to clause 19.2.2”*.

- (m) Clause 23.14, delete the words *“the purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 23.1 does not apply to this provision.”*

- (n) Clause 24.3.3, delete the clause in its entirety.

- (o) Clause 25, delete the clause in its entirety.

- (p) Clause 28, delete the clause in its entirety.

34. CLAIMS FOR COMPENSATION

Notwithstanding the provisions of clauses 6 and 7 hereof, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of clause 8 hereof entitling the Vendor to rescind this Contract.

35. COMPLETION

Completion shall take place on the completion date as stated on page 1 of this Contract or such earlier date as the parties may agree (the “Completion Date”) PROVIDED THAT at any time thereafter either party by not less than fourteen (14) days’ notice in writing to the other may nominate a date, time and place for completion and time shall thereupon be deemed to be of the essence of this Contract.

36. INTEREST

- 36.1. In the event that completion of this Contract does not take place within the time allowed for in the Contract, other than due to any act or omission on the part of the Vendor, the Purchaser hereby acknowledges and agrees that the Purchaser shall pay on completion interest on the balance of the Purchase price payable at the rate of ten per centum per annum (10% p.a) for the period between the expiration of the time allowed for completion and the actual date of completion, with interest being calculated on a daily basis. The Purchaser will also pay the Vendors legal costs of \$330.
- 36.2. The Vendor is not obliged to complete unless the interests and costs are paid.
- 36.3. Interest calculated pursuant to this clause is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete.

37. PRESENT CONDITION OF THE PROPERTY

- 37.1 Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2022 (NSW)*, the Purchaser acknowledges that it is purchasing the Property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this Contract and subject to any existing water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations ("Services") and cannot make a claim in respect of:
- 37.1.1 The condition, state of repair, dilapidation or infestation (if any) of the Property;
 - 37.1.2 Any latent or patent defect in the Property, the fitness or suitability of the Property for any particular use;
 - 37.1.3 Any environmental hazard or contamination;
 - 37.1.4 The nature, location, availability or non-availability of the Services or defects in the Services;
 - 37.1.5 Whether or not the Property is subject to or has the benefit of any rights or easements in respect of the Services;
 - 37.1.6 Any underground or surface storm water drain passing through or over the Property or any manhole vent on the Property;
 - 37.1.7 Any rainwater downpipe being connected to the sewer;
 - 37.1.8 The solar panels included in the sale (if any) not being installed correctly or the Vendor not holding the required certificates of

compliance for such solar panels; and

- 37.1.9 Whether the Property complies with current energy and/or efficiency requirements imposed by any government body.

38. ADDITIONAL RIGHTS TO RESCIND DEATH, INCAPACITY, BANKRUPTCY OF PARTY

38.1. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity if, prior to completion, either party (or if the party consists of two or more persons, any of those persons) shall:

38.1.1. Die or become a protected person under the provisions of the *Guardianship Act 1987* the Vendor may rescind this Contract by notice in writing to the Purchaser; or

38.1.2. Become bankrupt, enter into any deed pursuant to Part X of the *Bankruptcy Act 1966* or sign an authority to call a meeting for such purpose or, being a Corporation, resolves to place itself into liquidation or an application is made to a court for an order or an order is made that a Liquidator, Receiver or Administrator be appointed in respect of the Corporation, the Vendor may rescind this Contract by notice in writing to the trustee, the Corporation or its Liquidator, Receiver or Administrator as the case may be.

39. REAL ESTATE AGENT

39.1. Purchaser's warranty

The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the Property by:

39.1.1. A real estate agent; or

39.1.2. Any other person who may be entitled to claim commission from the Vendor in respect of this transaction other than the Vendor's Agent (if any) specified on the front page of this Contract.

39.2. Purchaser's indemnity

The Purchaser indemnifies the Vendor on a full indemnity basis against any loss (including consequential loss) incurred by the Vendor arising out of, or as a consequence of, a breach of the warranty in this Clause including all costs and expenses of and incidental to defending any claim for commission.

39.3. This clause will not merge on completion.

40. ALTERATIONS TO CONTRACT

Notwithstanding any rule of law or equity to the contrary, any alterations made to this Contract by the solicitor/conveyancer for either party after it is signed but prior to the making of this Contract, shall be binding on the party who authorised the solicitor/conveyancer to make the alteration.

41. PAYMENT OF DEPOSIT BY INSTALMENTS

41.1 In the event the Vendor agrees to accept the deposit via instalments, then, notwithstanding any other provision of this Contract, the deposit will be payable as follows:

- (i) \$_____ on the date of this Contract;
- (ii) \$_____ within five (5) business days from the date of this contract; and
- (iii) \$_____ the earlier of:
 - a. Completion of this Contract; and
 - b. The date of the breach of a term of this Contract by the Purchaser which would entitle the Vendor to exercise the rights conferred upon them under clause 9 (including forfeiture of the deposit) and, in this respect time is of the essence.

41.2 Upon any default by the Purchaser of this Contract which entitles the Vendor to exercise the rights conferred by clause 9 (including forfeiture of the deposit), the Vendor will be entitled to sue the Purchaser for the balance of the unpaid deposit, and recover the difference as a liquidated debt.

41.3 The rights given to the Vendor under this clause will be in addition to all other rights conferred on the Vendor by clause 9.

41.4 This clause is an essential term of this contract.

42. ADDITIONAL CLAUSES SHALL PREVAIL

To the extent permissible by law, where there is an inconsistency between these additional clauses and the standard provisions of this Contract for Sale and Purchase of Land 2022 edition, these additional clauses shall prevail to the extent of the inconsistency.

43. REQUISITIONS ON TITLE

The Purchaser agrees to only raise standard requisitions in the form annexed to this Contract, if any.

44. CORRECTION OF ERROR IN ADJUSTMENTS AT COMPLETION

Clause 14 of the Contract requires that on completion the parties adjust, as at the adjustment date, all rates and other outgoings (including strata levies and land tax, if applicable). If any adjustment of an outgoing or rate at settlement is incorrect or by error a rate or outgoing is not adjusted, the parties agree to correct such error and for the party to be reimbursed to be paid the amount to be reimbursed within seven (7) working days of receipt of written notification from the party entitled to reimbursement. This clause shall not merge on completion.

45. PURCHASER'S WARRANTIES

45.1 Warranties

The Purchaser represents and warrants that:

- 45.1.1 The Purchaser has not relied on or been induced to enter into this Contract by any representation or warranty, including those concerning the potential or present use or development of the Property made by the Vendor, its agent or any other person on behalf of the Vendor;
- 45.1.2 The Purchaser has relied entirely on its own independent investigations and enquiries about the Property in entering into this Contract; and
- 45.1.3 The Purchaser has obtained its own independent professional advice on the nature of the Property and its permitted uses and the Purchaser's rights and obligations under this Contract.

45.2 Acknowledgements

The Purchaser acknowledges that in entering into this Contract the Vendor has relied on the warranties given by the Purchaser in this clause.

46. GUARANTEE BY DIRECTORS

This clause applies if the Purchaser is a Body Corporate.

(Name of Director) _____ of _____

And

(Name of Director) _____ of _____

(collectively "the Guarantor") are the Directors of the Purchaser and they acknowledge that the Vendor has entered into this Contract with the Purchaser at their request.

In this clause "Guaranteed Money" means all amounts which at any time, for any reason and subject to any contingency, are or may become payable by the Purchaser to the Vendor in connection with or as a result of any breach of this contract.

46.1 The Guarantor acknowledges that the Vendor has entered this contract at the request of the Guarantor and in reliance on the guarantee and indemnity set out in this clause.

46.2 The Guarantor unconditionally and irrevocably guarantees payment to the Vendor of the Guaranteed Money.

46.3 In consideration of the Vendor selling the property to the Purchaser under this contract at the request of the Guarantor, the Guarantor guarantees the performance of all the obligations of the Purchaser under this contract. The Guarantor indemnifies the Vendor from any liability, claim, expense or loss that it may incur arising out of the Purchaser's failure to perform any of its obligations under this contract.

46.4 As a separate obligation, the Guarantor indemnifies the Vendor against all liability or loss arising from:

46.4.1 the Guaranteed Money not being recoverable from the Guarantor or the Purchaser because of any circumstances; and

46.4.2 Any costs, charges or expenses incurred in connection with the Purchaser's obligations in this contract.

46.5 This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity. The Guarantor cannot require the Vendor to proceed against or enforce any other right, power, remedy or security, or claim payment from the Purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.

- 46.6 The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor or indemnifier and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them including, without limitation, one or more of the following:
- 46.6.1 The Vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser;
 - 46.6.2 Acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or
 - 46.6.3 Any variation or novation of a right of the Vendor, or alteration of this contract or a document, in respect of the Purchaser.
- 46.7 Until the Guaranteed Money is paid in full, the Guarantor may not, without the consent of the Vendor:
- 46.7.1 Try to reduce its liability under this guarantee and indemnity, raise a defence, set-off or counter-claim available to it or the Purchaser against the Vendor, or claim a set-off or make a counter-claim against the Vendor;
 - 46.7.2 Make a claim or enforce a right or a security against the Purchaser or its property;
 - 46.7.3 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 if the Purchaser is otherwise unable to pay its debts when they fall due; or
 - 46.7.4 Claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of a mortgage, charge, other encumbrance or guarantee held for the Guaranteed Money or other money payable under this guarantee and indemnity.
- 46.8 The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into it in the capacity of a trustee of any trust or settlement.
- 46.9 This clause is an essential term of this contract.

.....
Guarantor

.....
Guarantor

.....
Witness

.....
Witness

47. LEASES

47.1 In the event this Contract states the sale is subject to a tenancy, the Purchaser acknowledges that:

47.1.1 it takes title to the property subject to the Lease annexed to this Contract (the "Lease"); and

47.1.2 it has inspected and has satisfied itself in all respects about the Lease and about all matters in the Lease;

47.2 the Vendor does not represent or warrant that:

47.2.1 the Lease will be in existence at Completion;

47.2.2 the Lessee is not now and will not be in breach of its obligations under its Lease at Completion; or

47.2.3 the Lessee will be in possession of the Property the subject of its Lease at Completion.

The Purchaser may not make a claim, objection or requisition, delay completion or rescind or terminate because of anything in connection with any matter referred to in this Clause.

47.3 Until Completion, the Vendor must use its reasonable endeavours to comply with its obligations under the Lease.

47.4 From completion the Purchaser must comply with the Vendor's obligations as Lessor under the Lease. The Purchaser indemnifies the Vendor against any liability or loss arising from, and any costs, charges and expenses incurred in connection with, the Purchaser or its assigns or successors in title not complying with the Purchaser's obligations under this sub clause including legal costs and expenses on a solicitor and own client basis.

47.5 No objection, requisition or claim for compensation will be taken or made by the Purchaser if, prior to Completion the Lessee or any assignee of the Lessee:

47.5.1 vacates the Property; or

47.5.2 gives notice of intention to vacate the Property on a date after the date of Completion of this Contact.

48. GST GOING CONCERN

48.1 If the sale is the supply of a Going Concern, the Purchaser warrants that, as at the contract date and upon Completion, it is registered for the purposes of the GST law.

48.2 The Purchaser agrees that if it cannot prove to the reasonable satisfaction of the Vendor that as at the contract date and the date on which Completion occurs, it is registered for the purposes of the GST law, then the supply of the Property is a taxable supply and not a GST-free supply and the Purchaser must also pay to the Vendor on demand by the Vendor:

48.2.1 The GST payable in respect to the supply of the Property; and

48.2.2 all interest, fines, penalties, charges, and additional amounts payable as a result of the supply being incorrectly treated in whole or in part as the supply of a going concern.

48.3 This clause will not merge on completion.

49. VENDOR DISCLOSURE

49.1 The Vendor discloses an extension and stand alone room has been made to the Property by the Lessee, Aesthetic Prosthetics Pty Limited during the term of their Lease without the prior approval of the Vendor or with approval from Council (the "Unapproved Works").

49.2 The Vendor discloses Registered Lease AP631384 and Option Lease referred to in clause 50 below, requires the Lessee to 'make good' the Unapproved Works at the end of the Lease.

49.3 The Purchasers acknowledge and accept that this disclosure by the Vendors is sufficient disclosure for the purpose of Section 52A of the *Conveyancing Act 1919* as amended, the *Conveyancing (Sale of Land) Regulation 2022* as amended and the Purchasers agree and acknowledge that they shall take title subject thereto and shall not be entitled to rescind this agreement, make any objection, requisition or claim for compensation in respect of matters disclosed herein and shall not be entitled to delay completion of this agreement because of the matters disclosed in this Clause 49.

50. CONDITION PRECEDENT- LEASE REGISTRATION

- 50.1 The Vendor discloses the Lessee under registered Lease AP631384 exercised their option to renew the Lease for the further period of 5 years.
- 50.2 Annexed hereto and marked with the letter "A" is a copy of the proposed Option Lease for the option period 1 July 2024 to 30 June 2029 (the "Option Lease").
- 50.3 The Vendor will cause the Option Lease to be duly executed by the Lessor and Lessee and registered on title to the Property prior to Completion.
- 50.4 The Purchaser may not make a claim, objection or requisition, delay completion or rescind or seek to terminate this Contract because of anything in connection with any matter referred to in this Clause 50.



FOLIO: 14/554147

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
12/5/2025	5:02 PM	6	24/10/2019

LAND

LOT 14 IN DEPOSITED PLAN 554147
AT WALLSEND
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF KAHIBAH COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP554147

FIRST SCHEDULE

WALLSEND DENTAL LABORATORIES PTY LIMITED (T AC550578)

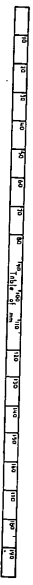
SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 C370184 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 C370184 COVENANT
- 4 U216392 EASEMENT TO DRAIN WATER 1 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN IN PLAN WITH U216392
- 5 AP631384 LEASE TO AESTHETIC PROSTHETICS PTY. LIMITED.
EXPIRES: 30/6/2024. OPTION OF RENEWAL: 5 YEARS.

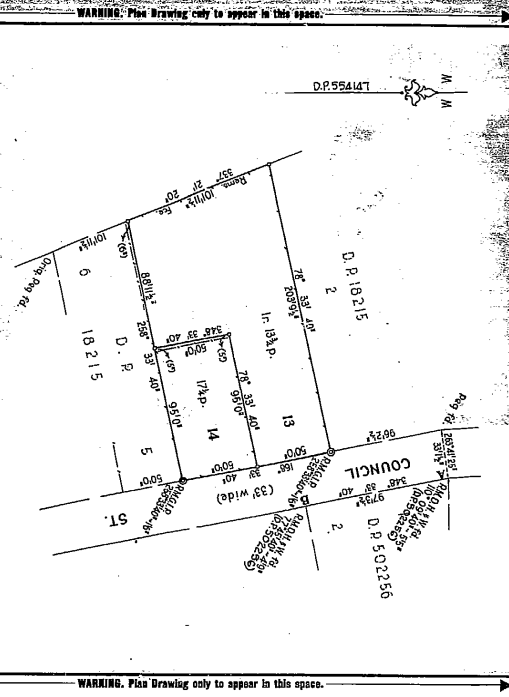
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



Plan Form 1
 DESCRIPTIVE DP554147
PLAN OF SUBDIVISION OF LOTS 3 & 4 DP18215
 Municipality Newcastle
 Town or Locality Wallsend
 Parish Karibah
 County Northumberland Area 50 feet in height
 Registered Plan No. DP554147
 Registered under the Act of 1922
 This System Proposals Subdivision
 Lot Map Newcastle Sh. 67
 Lot Plan DP18215



Signatures, Seals and Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to use.

I, **John Morrison Macintosh**
 of **J.M. Macintosh & Co., Newcastle**
 do hereby certify that the above is a true and correct copy of the plan of subdivision as shown to me by the applicant and that the same is in accordance with the provisions of the Act of 1922 and the Regulations thereunder.

Council Clerk's Certificate:
 I hereby certify that the above is a true and correct copy of the plan of subdivision as shown to me by the applicant and that the same is in accordance with the provisions of the Act of 1922 and the Regulations thereunder.

Surveyors Reference: 7/227

OFFICE USE ONLY

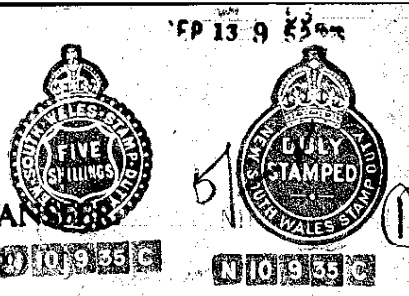
CONVERSION TABLE ADDED IN REGISTERAL GENERAL'S DEPARTMENT	
FEET INCHES	METRES
0	0.128
1	0.305
2	0.609
3	0.914
4	1.219
5	1.524
6	1.829
7	2.134
8	2.438
9	2.743
10	3.048
11	3.353
12	3.658
13	3.963
14	4.268
15	4.573
16	4.878
17	5.183
18	5.488
19	5.793
20	6.098
21	6.403
22	6.708
23	7.013
24	7.318
25	7.623
26	7.928
27	8.233
28	8.538
29	8.843
30	9.148
31	9.453
32	9.758
33	10.063
34	10.368
35	10.673
36	10.978
37	11.283
38	11.588
39	11.893
40	12.198
41	12.503
42	12.808
43	13.113
44	13.418
45	13.723
46	14.028
47	14.333
48	14.638
49	14.943
50	15.248
51	15.553
52	15.858
53	16.163
54	16.468
55	16.773
56	17.078
57	17.383
58	17.688
59	17.993
60	18.298
61	18.603
62	18.908
63	19.213
64	19.518
65	19.823
66	20.128
67	20.433
68	20.738
69	21.043
70	21.348
71	21.653
72	21.958
73	22.263
74	22.568
75	22.873
76	23.178
77	23.483
78	23.788
79	24.093
80	24.398
81	24.703
82	25.008
83	25.313
84	25.618
85	25.923
86	26.228
87	26.533
88	26.838
89	27.143
90	27.448
91	27.753
92	28.058
93	28.363
94	28.668
95	28.973
96	29.278
97	29.583
98	29.888
99	30.193
100	30.498
101	30.803
102	31.108
103	31.413
104	31.718
105	32.023
106	32.328
107	32.633
108	32.938
109	33.243
110	33.548
111	33.853
112	34.158
113	34.463
114	34.768
115	35.073
116	35.378
117	35.683
118	35.988
119	36.293
120	36.598
121	36.903
122	37.208
123	37.513
124	37.818
125	38.123
126	38.428
127	38.733
128	39.038
129	39.343
130	39.648
131	39.953
132	40.258
133	40.563
134	40.868
135	41.173
136	41.478
137	41.783
138	42.088
139	42.393
140	42.698
141	43.003
142	43.308
143	43.613
144	43.918
145	44.223
146	44.528
147	44.833
148	45.138
149	45.443
150	45.748
151	46.053
152	46.358
153	46.663
154	46.968
155	47.273
156	47.578
157	47.883
158	48.188
159	48.493
160	48.798
161	49.103
162	49.408
163	49.713
164	50.018
165	50.323
166	50.628
167	50.933
168	51.238
169	51.543
170	51.848
171	52.153
172	52.458
173	52.763
174	53.068
175	53.373
176	53.678
177	53.983
178	54.288
179	54.593
180	54.898
181	55.203
182	55.508
183	55.813
184	56.118
185	56.423
186	56.728
187	57.033
188	57.338
189	57.643
190	57.948
191	58.253
192	58.558
193	58.863
194	59.168
195	59.473
196	59.778
197	60.083
198	60.388
199	60.693
200	61.0

I, Jack Hayward Watson, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 5th day of November, 1974.

Jack Hayward Watson

Fee:
• Lodgment ...
• Endorsement ...
• Certificate ...
FEE SIMPLE

New South Wales
63107



MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900) N10935

C370184

THE NEWCASTLE WALLSEND COAL COMPANY a Company duly incorporated by Act of Parliament and carrying on business at Sydney and elsewhere in the State of New South Wales (herein called Transferor Company) being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests as are notified hereunder in consideration of **ONE HUNDRED AND TWENTY FIVE POUNDS**

(£ 125:0:0)

(the receipt whereof is hereby acknowledged)

paid to it by **THOMAS DAVID CONNELL HARRIS of Wallsend Agent**

PLAN REFILED IN
PLAN ROOM AS P.P.
332383

(herein called "Transferee")

Doth hereby transfer to the said Transferee ALL such its Estate and Interest in ALL THE land mentioned in the Schedule following:

County	Parish	State if whole or part	Vol.	Fol.
Northumberland	Kahibah	being the land delineated in the plan annexed hereto and marked "A" and therein edged red	2548	64

RESERVING to the said Transferor Company and its sequels in title and assigns all Coal and other minerals not including any minerals reserved to the Crown lying in and under the land hereby transferred TOGETHER with all necessary and proper rights underground rights of way and other underground rights powers and easements to enable it or them to get win work and convey all Coal minerals and other materials belonging to it or them from and to the workings of its or their mines within the Municipality of Wallsend and the Shires of Lake Macquarie and Tarro AND the said Transferee Doth hereby for himself his heirs executors administrators and assigns and transferees or other the registered proprietor for the time being of the land hereby transferred covenant with the said Transferor Company its and their sequels in title and assigns or other the registered proprietor for the time being of the land adjoining the land hereby transferred shall not be liable to the said Transferee his sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred for any pitfalls or subsidences which may have already or which may hereafter take place on or under the land hereby transferred or on any other land adjacent thereto or for any damage or nuisance occasioned thereby AND THAT the said Transferee his sequels in title or assigns or other the registered proprietor or proprietors for the time being of the land hereby transferred will for the benefit of the adjoining land of the said Transferor Company abstain from using the land hereby transferred for any purpose requiring the erection of any fence dividing the land hereby transferred from such adjoining land without first obtaining the consent of the said Transferor Company in writing but such consent shall not be necessary whenever any such fence shall be erected and maintained without expense to the said Transferor Company AND THAT he or they will not carry on or permit to be carried on upon the land hereby transferred or any part thereof any chemical works or any noxious noisome dangerous or offensive art trade business occupation or calling AND LASTLY pursuant to Section 88 of the "Conveyancing Act 1919" it is hereby declared (a) That the land to which the benefit of the last two preceding covenants are intended to be appurtenant is the residue of the land as shown on the plan and the residue of the land comprised in this Transfer; (b) That the land which is subject to the burden of such covenants is the whole of the land comprised in this Transfer; (c) That the said Transferor Company its sequels in title or assigns are the parties by whom or by whose consent the said covenants may be released varied or modified. That the land to which the benefit of the foregoing easements are intended to be appurtenant is the residue of

Q.I.D.C.H.
Q.I.D.C.H.
Q.I.D.C.H.
Q.I.D.C.H.

comprised in Certificate of Title Volume 2548 Folio 64

the land comprised in Certificates of Title Volume 2548 Folios 64, 65, and 66 and Certificates of Title Volume 45 Folio 17, Volume 862 Folio 232, Volume 887 Folio 205, Volume 2930 Folio 147, Volume 2981 Folio 196, Volume 2998 Folio 119, Volume 3355 Folio 161, Volume 3503 Folio 143, Volume 3381 Folio 140, Volume 3435 Folio 151, Volume 3567 Folio 229, Volume 3553 Folio 230, Volume 3688 Folio 164, Volume 3651 Folio 77, Volume 3637 Folio 84, Volume 3804 Folio 114, Volume 3704 Folio 176, Volume 3821 Folio 179, Volume 3788 Folio 25, Volume 3855 Folio 63, Volume 3855 Folio 211, Volume 3980 Folio 206, Volume 4070 Folio 47, Volume 4087 Folio 237, Volume 4082 Folio 46, Volume 4048 Folio 120, Volume 4144 Folio 220, Volume 4141 Folio 232, Volume 4253 Folio 153, Volume 4238 Folio 179, Volume 4367 Folio 165, Volume 4402 Folio 205 and the whole of the land comprised in Certificate of Title Volume 3441 Folio 133 Conveyance Book 1313 number 272.

(d) That the said The Newcastle Wallsend Coal Company or its successors are the parties by whom or by whose consent the said covenants and foregoing easements may be released varied or modified.

ENCUMBRANCES, &c., REFERRED TO.

RESERVATIONS to the Crown as contained in the original Grant or Grants and also noted on the said Certificate of Title.

IN WITNESS whereof the Common Seal of The Newcastle Wallsend Coal Company was hereto affixed at Sydney the Fifth day of September 1935.

The Common Seal of The Newcastle Wallsend Coal Company was hereto affixed by order of the Directors present at and forming a Board of Directors of the said Company in the presence of

St. A. S. Sawggin
J. W. Farwood
W. H. Parsons
J. Dixon
Secretary

Transferees.

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the Transferee WHO IS PERSONALLY KNOWN TO ME

Thomas D. C. Harris
Transferee.

Ellie Walton, J.D.
Occupation Domestic Duties
Address Walton St. Wallsend.

C370184

Municipality/Shire of Wallsend

Certificate of New Road or Subdivision

LOCAL GOVERNMENT ACT, 1919, SEC. 327, ORDINANCE No. 32 FORM 1.

Certificate No. 7/1935

COUNCIL CHAMBERS,
Wallsend

16/7/1935 ~~XXXX~~

APPLICANT

(Name) Newcastle Wallsend Coal Company
(Surname First)

(Address) Wallsend

OWNER

(Name) _____

(Address) do

NEW ROAD (Particulars)

nil

SUBDIVISION (Particulars)

part of the land in C.T. No: 2548 Vol. 64
Fol. 64

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919, (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed subdivision above described,
(Insert New Road or Sub-Division)
and more particularly set out on the accompanying plan ~~marked~~ marked "Covered by Council Clerk's Certificate No. 7 of 1935"

Town/Shire Clerk



No. _____

Lodged by

(Name) *Norton Smith & Co*

MEMORANDUM OF TRANSFER of

2 Acres *1* rood *1 1/4* perches

(Address) *Sydney*

St St 48 (of 48)

(Council Street)

Shire/Municipality *Wallasey*

Parish *Walton* County *Northumberland*


Reserving amount for drainage in favour of the Council of the Municipality of Wallasey & having copy of a bill to be submitted)
Thomas David Connell Harris Transferree.

Particulars entered in Register Book, Vol. *2548*

Fol. *64*
 the *3rd* day of *February* 19*36*.

at *2* o'clock

in the *after* noon.

Reg. to Miss
 Registrar-General


INDEXED
 27 FEB 1936
 Made
 BY *PD*

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch ..	<i>[Signature]</i>	<i>16/19</i>
Received from Records ..	<i>[Signature]</i>	<i>11</i>
Draft written ..	<i>[Signature]</i>	<i>13/2</i>
Examined ..	<i>[Signature]</i>	<i>14/2</i>
prepared ..	<i>[Signature]</i>	<i>18.2.36</i>
examined ..	<i>[Signature]</i>	<i>19.2.36</i>
forwarded ..	<i>[Signature]</i>	<i>20</i>
Engrossers ..	<i>[Signature]</i>	<i>26.2.36</i>
Station Clerk ..		
4745		Fol. 73
Fees ..		
Original Folios ..		

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature	No.	Reg'd Propr. M'tgor. etc.
<i>Plan of Council Act</i>	<i>97. 97</i>	<i>Antiquities Act 1915</i>

97-0173



TRANSFER EASEMENT

Real Property Act 1900



U
216392 X

Office of Stat.

1994/95 STAMP DUTY (N.S.W. TREASURY) N19
DUTY \$ 10.00 1ST REC NO 800381170

D

(A) **LAND**
Show no more than 20 References to Title

SERVIENT TENEMENT (Land Burdened)	DOMINANT TENEMENT (Land Benefited)
Folio Identifier 13/554147	Folio Identifier 14/554147

(B) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone L. J. KANE & CO. RGO Box 30P	TG OVER
	REFERENCE (max. 15 characters): <u>CHB-AESTHETIC</u>	

(C) **TRANSFEROR**
(Registered Proprietor of servient tenement)

FRANCIS REGINALD McNAUGHTON 18 Council Street WALLSEND 2287

(D) acknowledges receipt of the consideration of ...\$1,000.....

(E) and TRANSFERS and GRANTS ..an easement for drainage over that part of the servient.....
tenement shown as "Easement to Drain Water 1 metre wide." on the plan annexed hereto
marked "A".
out of the servient tenement and appurtenant to the dominant tenement, to the TRANSFEREE.

(F) **TRANSFEEE**
(Registered Proprietor of dominant tenement)

AESTHETIC PROSTHETICS PTY LIMITED C/ 76 Conmurra Circuit
SHORTLAND 2307

(G) subject to the following **ENCUMBRANCES** 1. ..E449448..... 2. 3.

(H) We certify this dealing correct for the purposes of the Real Property Act 1900. DATE 4. 2. 94.....

Signed in my presence by the Transferor who is personally known to me.

Susan Graham
Signature of Witness

SUSAN GRAHAM
Name of Witness (BLOCK LETTERS)

F.R. McNaughton
Signature of Transferor

15 MORRIS ST MAYFIELD WEST
Address of Witness

Signed in my presence by the Transferee who is personally known to me.

.....
Signature of Witness

.....
Name of Witness (BLOCK LETTERS)

.....
Address of Witness

P.W.O'Hearn
Signature of Transferee

.....
's Solicitor
P.W.O'Hearn

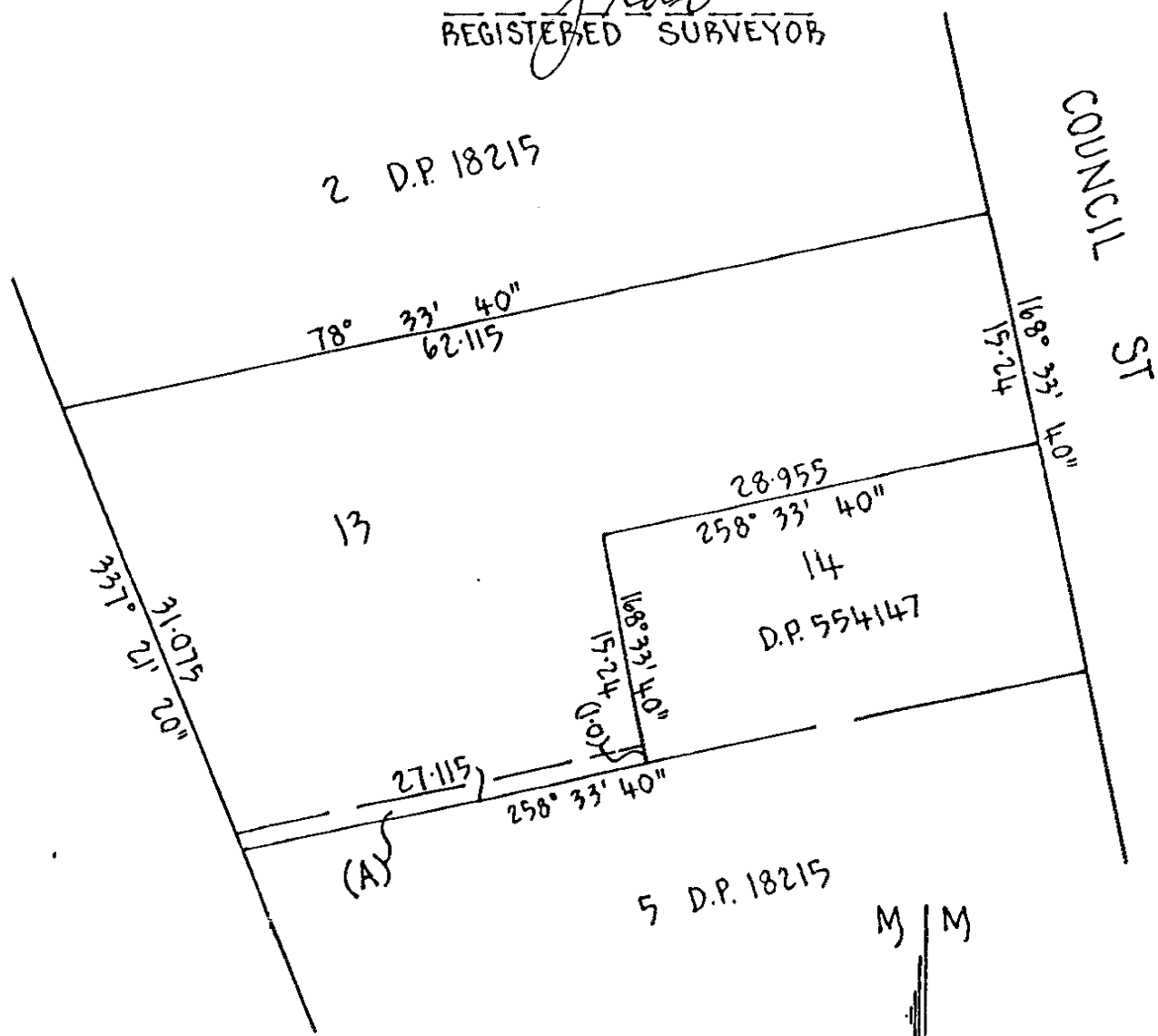
INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

CHECKED BY (Office use only) OLM
CT-245 RFS

PLAN OF EASEMENT TO DRAIN WATER 1.0 WIDE
WITHIN LOT 13 D.P. 554147 AT WALLSEND
RATIO 1:400 DATE 15-12-1993

B

J Koch
REGISTERED SURVEYOR



(A) EASEMENT TO DRAIN WATER 1.0 WIDE

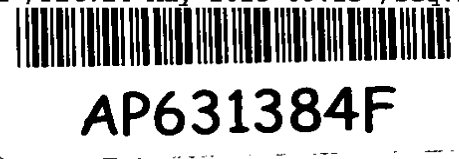
THIS IS A TRUE COPY OF ORIGINAL

28-3-93 *J Koch*

LODGE & FILED
26.4.93

Form: 07L
Release: 4.5

LEASE
New South Wales
Real Property Act 1900



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
14/554147 ~~known as 16 Council Street, WallSEND NSW~~

(B) **LODGED BY**

Document Collection Box 30P	Name, Address or DX, Telephone, and Customer Account Number if any RANES 1238186	CODE L
	Reference: OH - WALLSEND P	

(C) **LESSOR**

WALLSEND DENTAL LABORATORIES PTY LIMITED ACN 064 718 734

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

(D)

Encumbrances (if applicable):

(E) **LESSEE**

AESTHETIC PROSTHETICS PTY. LIMITED ACN 004 018 786

(F)

TENANCY:

- (G) 1. **TERM** 5 (FIVE) YEARS
2. **COMMENCING DATE** 01 JULY 2019
3. **TERMINATING DATE** 30 JUNE 2024
4. With an **OPTION TO RENEW** for a period of 5 (FIVE) YEARS set out in clause 4 of Annexure B
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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Page 1 of 24

1708


Handwritten signatures and initials: Anthony John Burnie, RANES, OH - WALLSEND P, AESTHETIC PROSTHETICS PTY. LIMITED


Anthony John Burnie
Authorised to make the allocation.
16/10/2019

DATE 28/6/19

(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: WALLSEND DENTAL LABORATORIES PTY LIMITED ACN 064 718 734
Authority: section 127 of the Corporations Act 2001


Signature of authorised person: 
Name of authorised person: DEREK TRACEY
Office held: Director

Signature of authorised person: 
Name of authorised person: LEANNE TRACEY
Office held: Director

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: AESTHETIC PROSTHETICS PTY. LIMITED ACN 004 018 786
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: 
Name of authorised person: NEVILLE ENTWISLE
Office held: Director

Signature of authorised person: 
Name of authorised person: MICHELLE HEMINGWAY
Office held: Director

(I) STATUTORY DECLARATION*

I Tony Burke

solemnly and sincerely declare that—

- 1. The time for the exercise of option to renew in expired lease No. AK265329 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.

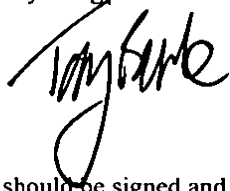
Made and subscribed at Wallsend in the State of New South Wales on 16/10/2019
in the presence of Donna Cross of 84 Nelson St, Wallsend

Justice of the Peace (J.P. Number: 227869) 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.

ANNEXURE A

ANNEXURE A

SEE A SOLICITOR ABOUT THIS LEASE

Lessor: WALLSEND DENTAL LABORATORIES PTY LIMITED ACN 064 718 734

Lessee: AESTHETIC PROSTHETICS PTY. LIMITED ACN 004 018 786

This annexure consists of 9 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.

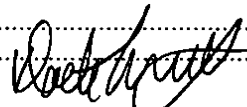
SCHEDULE OF ITEMS (continued)

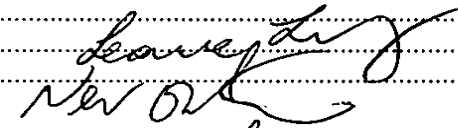
Item 10 (cls 2.3, 13.1) (cl 13.7) A. **The guarantor:** NEVILLE ENTWISLE & MICHELLE HEMINGWAY
B. **Limit of guarantor's liability:** Unlimited

Item 11 (cl 3) **Additional leased property:** Not Applicable


Item 12 (cl 4) **Option to renew**
A. Further period of 5 years from 1 July 2024 to 30 June 2029
B. Further period of
C. Maximum period of tenancy under this lease and permitted renewals: 10 (TEN) YEARS
D. First day option for renewal can be exercised: 1 January 2024
E. Last day option for renewal can be exercised: 1 April 2024

Item 13 (cl 5) A. **Rent**
For the lease period:
From the commencement date to the first rent review date: **\$31307.14 (including GST) a year by monthly instalments of \$2608.92 or \$600 per week.**
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: **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.**
For the further period in item 12B:
From the commencement date to the first rent review date: **Current Market Rent**

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ANNEXURE A

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

Option 1:

A. Clause 15 applies to this lease and GST is payable by the Lessee.

Option 2:

~~A. Clause 15 does not apply to this lease and GST is not payable by the Lessee.~~

~~B. Clause 15 is amended to insert the following after clause 15.4:~~

~~"15.5 It is intended that this document be a Tax Invoice for the purpose of GST Law.~~

~~15.6 The Tax Invoice details are:~~

- ~~(i) Supplier The Lessor~~
- ~~(ii) Recipient The Lessee~~
- ~~(iii) Supply Lease of the premises for the Term and any renewals thereof in accordance with this Lease.~~
- ~~(iv) Rent The Rent subject to any review determined in accordance with the Lease.~~
- ~~(v) GST The amount of GST payable is 10% of the monthly rent from time to time, subject to any changes in the amount of GST payable pursuant to the GST Law.~~
- ~~(vi) Date of Issue The issue date for the Tax Invoice is deemed to be each date on which rental payments are due to the Lessor under this Lease and any renewal thereof.~~

~~15.7 For the purpose of this clause "GST Law" means A New Tax System (Goods & Services Tax) Act 1999 and "Tax Invoice" has the meaning ascribed to it by the GST Law."~~

Item 14
(cl 5)

Outgoings

A. Share of outgoings: 100%

B. Outgoings –

- (a) local council rates and charges;
- (b) water sewerage and drainage charges;
- (c) land tax;
- (d) insurance;
- (e) property management fees;
- (f) all levies and contributions of whatsoever nature determined and/or levied by the owners corporation with the exception of any contribution to a sinking fund or special levy in respect of the strata scheme of which the property forms part (if applicable).

for the land or the building of which the property is part, fairly apportioned to the period of this lease.

Item 15
(cl 5.1.5)

Interest rate: 10%

Item 16
(cl 5.4)

Rent review

Rent review date	Method of rent review	If Method 1 applies, increase by (the increase should show percentage or amount)
1 July 2020	Method 2	
1 July 2021	Method 2	
1 July 2022	Method 2	
1 July 2023	Method 2	
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ANNEXURE A

Item 23 Retail Leases Act

- A. The parties acknowledge that the Retail Lease Act 1994 does not apply to this lease; and
- B. The Lessee shall pay the Lessors' solicitors reasonable costs and disbursements of and incidental to the preparation and registration of this lease, including the obtaining of any necessary consent thereto and any stamp duty payable on any Agreement for Lease.

Item 24 Utilities

- A. The lessee must pay all charges for utilities provided to or consumed upon the property, including but not limited to charges for electricity, gas telephone, water, garbage, waste removal and other like and similar charges.
- B. If any such charges are rated jointly with other premises not forming part of the property, then the lessee's proportion of the overall charges will be that proportion that is obtained by taking the lettable area of the property leased and dividing it by the area of all premises jointly rated (including the area of the property) that was actually occupied during the period covered by the account.

Item 25 Lessee's Goods and Fixtures

- A. The provisions of this Item 25 do not limit the generality of any other provision of this lease, including clauses 6 and 12 of Annexure B.
- B. The lessee must not install or operate any plant, equipment, fixtures or other goods at the property that is likely to:
 - 1. disturb the efficient operation of the air conditioning system servicing the property;
 - 2. interrupt the efficient provision of electricity, gas or water to the property; or
 - 3. overload the cables, switchboards or sub-boards through which electricity is conveyed to the property.
- C. Clause 12.3.2 of Annexure B is deleted and the following clause inserted in lieu thereof:
"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. In the event that the lessee at the time of the end of this lease is an assignee of this lease or a prior lease, the lessee must also remove anything fixed to the property by the former lessee or former lessees."

Item 26 Alterations to the Property

- A. The provisions of this Item 26 do not limit the generality of any other provision of this lease, including clause 7.6 of Annexure B.
- B. The lessor is entitled to withhold consent (and will not be deemed to be unreasonable by doing so) if the lessee seeks consent to carry out alterations to the property:
 - 1. without first providing to the lessor plans and specifications of the proposed work; or
 - 2. that is likely to disturb the efficient operation of the air conditioning or other system servicing the property.
- C. Any consent to alterations to the property will be deemed to incorporate the following conditions of consent:
 - 1. that the lessee obtain at its expense all necessary approvals or permits necessary to enable the alterations to be lawfully executed; and
 - 2. that the lessee provide copies of such approvals and permits prior to commencing the alterations; and
 - 3. the works required to effect the alterations are carried out in accordance with such approvals and permits.

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ANNEXURE A

- ~~D. The lessor may require as a condition of consenting to alterations to the property any one or more of the following additional conditions:

 - ~~1. that the works shall be supervised by a person nominated by the lessor;~~
 - ~~2. that the works shall be executed by contractors or tradesmen as are approved by the lessor (which approval shall not be unreasonably withheld); and~~
 - ~~3. that the lessee pay all reasonable costs incurred by the lessor considering the request for consent and in the supervision of the works, including the fees of architects or other consultants engaged by the lessor.~~~~

Item 27 Condition and Repairs – Additional Obligations of Lessee

- A. In addition to the obligations imposed on the lessee pursuant to clause 7 of Annexure B and without limiting the generality of those obligations, the lessee must:
 - 1. keep and maintain the waste pipes, drains and conduits originating in the property in a clean, clear and free-flowing condition between their points of origin and their entry into any drain;
 - 2. employ licensed tradesmen to clear any blockages which may occur in such waste pipes, drains and conduits;
 - 3. take all reasonable precautions to keep the premises free of all rodents, vermin, cockroaches, insects, pests, birds and animals, including but not limited to:
 - (a) engaging a licensed pest exterminator to attend at the property at least once in each year; and
 - (b) paying all charges for the treatment of the property by such licensed pest exterminator.
- B. Clause 12.5.4 of Annexure B is deleted and the following clause inserted in lieu thereof:
“12.5.4 the obligations of the lessee in clause 7 (dealing with repairs) and Annexure A Item 27.

Item 28 Air Conditioning System

- A. This Item 28 will only apply if an air conditioning system is installed in the property.
- B. Without limiting the generality of the provision in Annexure B:
 - 1. The lessee must maintain the air conditioning system in the property (including the equipment ancillary to such system) in a good and working order having regard to the condition of such system at the commencement of this lease.
 - ~~2. The lessee must pay for all repairs to the air conditioning system (including the equipment ancillary to such system), including the costs associated with the maintenance of such system.~~
 - 3. At the expense of the Lessee, the Lessee must cause the air conditioning system (including the equipment ancillary to such system) to be serviced according to the manufacturer’s recommendations at such intervals as are reasonable having regard to the nature of the system but not less than once in each year.
 - 4. The lessee must maintain records of the maintenance carried out to the air conditioning system (including the equipment ancillary to such system) and must produce same to the lessor within fourteen (14) days of a written request be the lessor for provision of same.
- C. Clause 12.5.7 of Annexure B is inserted in the following terms:
“12.5.7 the obligations of the lessee in Annexure A Item 28B.”

Item 29 Other Maintenance Obligations of the Lessee

- A. Without limiting the generality of the provisions of Annexure B, the lessee must also:
 - 1. maintain, service and repair any hot water system servicing the property;
 - 2. maintain, service and repair any grease trap servicing the property;
 - 3. maintain, service and repair all fire protection systems including but not limited to the fire hose, extinguishers and all other fire protection necessary when dealing with products considered to be dangerous good;
 - 4. promptly replace all broken light globes and tubes and other like items ordinarily used at the property; and
 - 5. remove all or any graffiti that may be found upon the interior or exterior of the property within seven(7) business days of such graffiti appearing.

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ANNEXURE A

- B. Clause 12.5.8 of Annexure B is inserted in the following terms”
“12.5.8 the obligations of the lessee in Annexure A Item 29A.

Item 30 Compliance with Notices and Orders

- A. Without limiting the generality of any of the provisions of Annexure B, the lessee must:
 - 1. comply with all notices or orders which may be given by any authority having jurisdiction over the property or to any business or businesses being conducted at the property;
 - 2. provide a copy of all notices or orders to the lessor within seven (7) days of receipt of such notice or orders; and
 - 3. indemnify and keep the lessor indemnified for any failure of the lessee to comply with such notices or orders.
- B. If the lessee fails to comply with any such notice or order, the lessor may (but without prejudice to any right of re-entry) enter the property and comply with any such notice or order. Any costs incurred by the lessor in complying with any such notice or order will constitute costs of remedying a default of the lessee of the purposes of this lease.
- C. Clause 12.5.9 of Annexure B is inserted in the following terms:
“12.5.9 the obligations of the lessee in Annexure A Item 30A.

Item 31 Additional Insurance Obligations

In addition to any obligation of the lessee to pay or contribute to outgoings, the lessee must pay to the lessor all increases in the premiums, excesses or other charges payable by the lessor for insurance effected by the lessor if such increase is caused by the use to which the property is put by the lessee.

Item 32 Transfer and Sub-Lease – Lessee Corporation

- A. If the lessee is a corporation, it will be treated for the purposes of this lease (in particular clause 10 of Annexure B) as having transferred this lease if the person who beneficially own or control a majority of the lessee’s shares at the Commencement Date cease to do so, except as a result of transmission on the death of a shareholder.
- B. This Item 32 does not apply if the lessee is a corporation the shares of which are listed on the Australian Stock Exchange.

Item 33 Transfer of Property by Lessor

- If the lessor sells, transmits or otherwise is divested of its interest in the property:
- ~~A. the lessor is released from any obligation under this lease after another person acquires the lessor’s interest in the property;~~
 - B. if a Bank Guarantee has been issued by the lessee to the lessor under the terms of this lease, the lessee must promptly on request by the lessor replace such Bank Guarantee with a fresh Bank Guarantee in favour of the new owner; and
 - C. If a Security Deposit is held under this lease, the lessor must transfer the Security Deposit to the new owner.

Item 34 Lessee’s Acknowledgment & Warranty

- A. The Lessee acknowledges and warrants that no promise, representation, warranty or undertaking has been given by or on behalf of the lessor:
 - 1. in relation to the suitability of the property for the proposed use by the lessee;
 - 2. in relation to the legal requirements to enable the property to be used by the lessee for the proposed use;

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ANNEXURE A

- 3. in relation to the quality or state of repair of fittings, finish., facilities and amenities of the property including any air conditioning system;
 - 4. in relation to the current or future uses to which other premises in the area in which the property is located will be used;
 - 5. in or to the effect that the other premises in the area in which the property is located will or will continue to be leased for any particular purpose; or
 - 6. in or to the effect that the lessor grants exclusivity to, or will ensure exclusivity for, the lessee in respect of the lessee's proposed use of the property.
- Otherwise than as contained in this lease and any disclosure statement provided with it.

B. The lessee acknowledges that the lessor has entered into this lease relying upon the lessee's warranties in Item 34A.

Item 35 Lessor's Reserved Rights

The lessor may:

- A. Use the property for the passage of air conditioning equipment, fire and sprinkler systems, pipes, services, ducts, cables, electrical wiring, sewerage and drainage connections and other services through the property to other premises adjoining the property; and
- B. Enter the property at all reasonable times to install, maintain or repair any of those things, subject at all times to the provisions of Clause 9 of annexure B.

Item 36 Miscellaneous Provisions

- A. Without limiting any other method of service, any notice served by the lessor will be effective if signed by its director, secretary, manager, employee, agent or solicitor.
- B. A party's failure or delay to exercise a power does not operate as a waiver of that power or right.
- C. The exercise of a power or right does not preclude:
 - 1. its future exercise; or
 - 2. the exercise of any other power or right.
- D. The variation or waiver of a provision of this lease or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.
- E. This lease is governed by the laws of New South Wales.
- F. In relation to the subject matter of this lease:
 - 1. this lease is the whole agreement between the parties; and
 - 2. this lease supersedes all oral and written communications by or on behalf of any of the parties.
- G. In entering into this lease, each party:
 - 1. has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this lease made by any person other than those expressly set out in this lease; and
 - 2. has relied entirely on its own enquiries in relation to the subject matter of this lease.
- H. If any part of this lease is invalid or unenforceable, this lease does not include it. The remainder of this lease continues in full force.
- I. Nothing in this lease merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.
- J. To the extent of any inconsistency between the provisions contained in clauses 19 onwards in Annexure A and the other provisions of this lease, the provisions of clauses 19 onwards in Annexure A will prevail.

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ANNEXURE A

K. This lease is binding on each of the parties and their respective legal personal representatives, successors and assigns.

Item 37

Personal Property Securities Act

A. Definitions:

- (a) expressions defined in the Personal Property Securities Act 2009 (Cth) ("PPSA") have the same meaning when used in this clause 37;
- (b) "Lessee's Goods" means the Lessee's fixtures, fittings, furniture, plant, equipment and chattels and includes fixtures, fittings, plant, equipment and chattels left with or provided to the Lessee by third parties or by previous Lessee's and occupants of the leased premises; and
- (c) "Lessor's Goods" means any personal property as defined in the Personal Property Securities Act 2009 (Cth).

B. If a Security Deposit is required in accordance with clause 17 of Annexure B, the Lessee agrees and acknowledges that this Lease is a Security Agreement and creates a Security Interest that the Lessor may register in respect of the Security Deposit.

C. Without limiting clause 12.3 of Annexure B, in the event that any Lessee's Goods remain on the leased premises at expiration or sooner determination of the Lease, the Lessor may:

- (a) as the agent of the Lessee, remove any Lessee's Goods remaining and store them at the cost and risk of the Lessee; and
- (b) after storing any Lessee's Goods for 30 days, dispose or retain (at the Lessor's sole discretion) any or all of the Lessee's Goods and apply the proceeds towards:
 - (i) any unpaid rent or other money; or
 - (ii) any loss or damage; or
 - (iii) the payment of any storage or other expenses,

without being liable to the Lessee for trespass, detinue, conversion or negligence and the Lessee shall make no objection, requisition or claim for compensation in respect thereof.

D. The Lessee agrees and acknowledges that this Lease is a Security Agreement and creates a Security Interest that the Lessor may register in respect of any of the Lessee's Goods that are abandoned on expiry or earlier termination of this lease to secure the payment of any amounts due, and any other obligations of the Lessee still to be performed.

E. If any Lessor's Goods are included on the leased property or otherwise made available to or used by the Lessee under this Lease, the Lessee agrees and acknowledges that this Lease is a Security Agreement and creates a Security Interest that the Lessor may register in respect of those Lessor's Goods. If an assignee of the Lease, or a sub-lessee of the Demised Premises (or any part thereof) takes possession of any of the Lessor's Goods, the Lessor may register a new security interest in respect of those goods, in which the assignee or sub-tenant is the grantor, and the Lessor may also require that any relevant assignment or sub-lease documents include provisions to the same effect as contained in this clause.

~~F. The Lessee will provide any information required and otherwise fully cooperate with the Lessor to protect and promptly register any Security Interest under this Lease. The Lessee agrees to indemnify, and upon demand reimburse, the Lessor for all expenses incurred in relation to the registration of its Security Interests on the PPS Register.~~

~~G. The Lessee waives its right to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.~~

~~H. If Chapter 4 of the PPSA applies to the enforcement of a Security Interest arising under or in connection with this Lease, the Lessee agrees the following provisions of the PPSA will not apply to the enforcement of that Security Interest:~~

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ANNEXURE B

Lessor: WALLSEND DENTAL LABORATORIES PTY LIMITED ACN 064 718 734

Lessee: AESTHETIC PROSTHETICS PTY. LIMITED ACN 004 018 786

This annexure consists of 13 pages.

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CLAUSE	SUBJECT	PAGE	CLAUSE	SUBJECT	PAGE
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4	Lease Period.....	2	14	Exclusions, Notices and Special Clauses.....	10
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6	Use	5	16	Bank Guarantee	11
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9	Access	7			
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RETAIL LEASE CERTIFICATE

If section 16 of the *Retail Leases Act 1994* applies to this lease, and the term plus any further terms are less than 5 years (subject to section 16(4)), the term will be extended unless a section 16(3) certificate is given. Sections 16(1) and (2) provide –

- 16(1) The term for which a retail shop lease is entered into, together with any further term or terms provided for by any agreement or option for the acquisition by the lessee of a further term as an extension or renewal of the lease, must not be less than 5 years. An agreement or option is not taken into account if it was entered into or conferred after the lease was entered into.
- 16(2) If a lease is entered into in contravention of this section, the validity of the lease is not thereby affected but the term of the lease is extended by such period as may be necessary to prevent the lease contravening this section.

I certify that:

- I am a solicitor not acting for the lessor;
- Before (or within 6 months after) the lessee entered into this lease –
 - the lessee requested me to give this certificate; and
 - I explained to the lessee the effect of sections 16(1) and (2), and that the giving of this certificate would result in section 16 not applying to this lease.

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Date

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Signature
.....
NAME (BLOCK LETTERS)

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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.

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- 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.

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- 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 outgoing 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.

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- 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 outgoings);
 - 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).

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- 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*.

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- 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

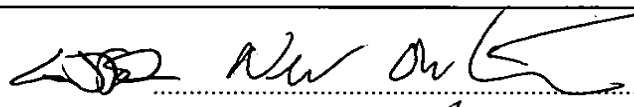
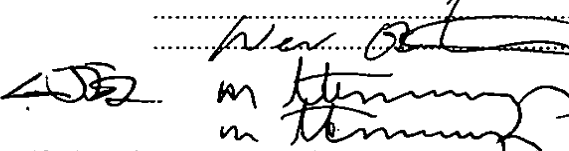
The following notes are for guidance and do not form part of this lease.

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.


.....
Leanne King
.....


.....
New Oct
.....

.....

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



City of
Newcastle

Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

To: Infotrack
GPO Box 4029
Sydney NSW 2001

Certificate No: PL2025/02453
Fees: \$69.00
Receipt No(s): D003398729

Your Reference: 371315

Date of Issue: 15/05/2025

The Land: Lot 14 DP 554147 16 Council Street Wallsend NSW 2287
--

Advice provided on this Certificate:

Advice under section 10.7(2): see Items 1 – 24

IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

Please check for any item which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, phone our **Customer Contact Centre** on (02) 4974 2000, or come in and see us.

The information provided in this certificate relates only to the land described above. If you need information about adjoining or nearby land, or about the City of Newcastle (CN) development policies for the general area, contact our **Customer Contact Centre**.

All information provided is correct as at 15/05/2025. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

City of Newcastle

PO Box 489
NEWCASTLE NSW 2300

Phone: (02) 4974 2000
Facsimile: (02) 4974 2222

Customer Contact Centre

Ground floor,
12 Stewart Avenue
Newcastle West NSW 2302

Office hours:

Mondays to Fridays 8.30 am to 5.00 pm

Part 1:

Advice provided under section 10.7(2)

ATTENTION: The explanatory notes appearing in italic print within Part 1 are provided to assist understanding, but do not form part of the advice provided under section 10.7(2). These notes shall be taken as being advice provided under section 10.7(5).

1. Names of relevant planning instruments and development control plans

- A. The following environmental planning instruments and development control plans apply to the land, either in full or in part.

State Environmental Planning Policies

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

Local Environmental Plans and Development Control Plans

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2023

- B. The following proposed environmental planning instruments and draft development control plans are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*, apply to the carrying out of development on the land.

Proposed State Environmental Planning Policies

There are currently no draft State Environmental Planning Policies that apply to this land.

Detailed information of any draft State Environmental Planning Policies is available at the NSW Department of Planning and Environment website.

Planning Proposals for Local Environmental Plans and Draft Development Control Plans

Draft Development Control Plan 2023 applies to this land.

Detailed information of any draft environmental planning instruments is available at the NSW Department of Planning and Environment website and on City of Newcastle's website.

2. Zoning and land use under relevant planning instruments

Newcastle Local Environmental Plan 2012

Zoning: The Newcastle Local Environmental Plan 2012 identifies the land as being within the following zone(s):

Zone E1 Local Centre

Note: Refer to www.newcastle.nsw.gov.au or www.legislation.nsw.gov.au website for LEP instrument and zoning maps.

The following is an extract from the zoning provisions contained in Newcastle Local Environmental Plan 2012:

Zone E1 Local Centre

- **Objectives of zone**

- To provide a range of retail, business and community uses that serve the needs of people who live, work or visit the area.
- To encourage investment in local commercial development that generates employment opportunities and economic growth.
- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To maintain the hierarchy of commercial centres throughout the City of Newcastle, ensuring the scale of development is appropriate with the surrounding area and does not prejudice the viability of the Newcastle City Centre or other centres.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition homes; Flood mitigation works; Function centres; Health services facilities; Home businesses; Home industries; Home-based child care; Hotel or motel accommodation; Industrial retail outlets; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Roads; Service stations; Shop top housing; Signage; Storage premises; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Veterinary hospitals; Water recreation structures

- **Prohibited**

Any other development not specified in, permitted without consent or permitted with consent

- **Additional permitted uses**

The land does not have additional permitted uses.

- **Minimum land dimensions for erection of a dwelling-house**

There are no minimum land dimensions for the erection of a dwelling-house that apply to this site.

- **Critical habitat:** The land does not identify as including or comprising critical habitat.

- **Area of Outstanding Biodiversity Value**

The land is not within a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

- **Heritage conservation area**

The land is not within a heritage conservation area under an environmental planning instrument.

- **Heritage items**

There are no heritage items listed under an environmental planning instrument.

3. Contributions plans

The following contribution plan/s apply to the land.

Section 7.11 Development Contributions Plan:

The Plan specifies section 7.11 contributions that may be imposed as a condition of development consent.

Section 7.12 Development Contributions Plan:

The Plan specifies section 7.12 contributions that may be imposed as a condition of development consent.

NOTE: Contributions plans are available on our website or may be viewed at our Customer Contact Centre.

Section 7.24 Housing and Productivity Contribution:

The Lower Hunter region is subject to Division 7.1 of the Environmental Planning and Assessment Act 1979 and is affected by the Housing and Productivity Contribution.

The Housing and Productivity Contribution may be imposed as a condition of development consent.

NOTE: For further information visit the Department of Planning website.

DRAFT Section 7.32 Affordable Housing Contributions Scheme:

The DRAFT scheme specifies section 7.32 contributions that may be imposed as a condition of development consent. The scheme is currently being finalised by the Department of Planning, Housing, and Infrastructure.

The scheme does not apply to Development Applications lodged prior to the gazettal of the scheme.

4. Complying development

The following information details whether the land is land on which there is a restriction to the effect that complying development may, or may not, be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that policy:

Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

State Heritage Register

The land is NOT land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

Other Heritage Item

The land is NOT identified as an item of environmental heritage, or a heritage item, by an environmental planning instrument, or on which is located an item that is so identified.

Environmentally Sensitive Area or Environmentally Sensitive Land

Except as otherwise provided by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land is NOT within an environmentally sensitive area.

State Heritage Exemption

Council does NOT have information about any exemption, granted by the Minister under Section 57(2) of the *Heritage Act 1977*, that may apply to the land.

There is NOT an interim heritage order or exemption thereto, made by Council under Section 57(1A) or (3) of the *Heritage Act 1977*, that applies to the land.

Draft Heritage Item

The land is NOT land that comprises, or on which there is, a draft heritage item in a local environmental plan.

Heritage Conservation Area

The land is NOT within a heritage conservation area in an environmental planning instrument or a draft heritage conservation area in a local environmental plan.

Reserved for a Public Purpose

The land is NOT reserved for a public purpose by an environmental planning instrument.

Acid Sulfate Soil

The land is NOT identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Significantly contaminated land

The land is NOT significantly contaminated land within the meaning of the *Contaminated Land Management Act 1997*.

Biobanking agreement or property vegetation plan

The land is NOT subject to a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a property vegetation plan approved under the *Native Vegetation Act 2003*.

Private land conservation agreement or set aside area

The land is NOT subject to a private land conservation agreement under the *Biodiversity Conservation Act 2016*. Council does not have information to identify whether the land is a set aside area under section 60ZC of the *Local Land Services Act 2013*.

Buffer area, river front area, ecologically sensitive area or protected area

The land is NOT identified by an environmental planning instrument as being within a buffer area, within a river front area, within an ecologically sensitive area or within a protected area.

Coastline hazard, coastal hazard or coastal erosion hazard

The land is NOT identified by an environmental planning instrument, a development control plan or a policy adopted by Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.

Foreshore area

The land is NOT in a foreshore area.

25 ANEF contour or higher ANEF contour

The land is NOT in the 25 ANEF contour or higher ANEF contour.

Special area

The land is NOT declared to be a special area under the *Water NSW Act 2014*.

Unsewered land

The land is NOT unsewered land to which Chapter 8 of *State Environmental Planning Policy (Biodiversity and Conservation) 2021* applies or is located in any other drinking water catchment identified in any other environmental planning instrument.

Schedule 5 of the Codes SEPP

The land is NOT described or otherwise identified on a map specified in Schedule 5 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude complying development from being carried out on the land.

5. Exempt development

The following information details whether the land is land on which there is a restriction to the effect that exempt development may, or may not, be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.16(1)(b1)–(d) or 1.16A of that policy:

Area of Outstanding Biodiversity Value

The land IS NOT within a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

Area of Declared Critical Habitat

The land IS NOT within a declared critical habitat under Part 7A of the *Fisheries Management Act 1994*.

Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

Listed on the State Heritage Register

This land IS NOT listed on the State Heritage Register under the *Heritage Act 1977* and IS NOT subject to an interim heritage order under that Act.

Listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land is NOT listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Siding Spring Observatory

The land is NOT within 18 kilometres of Siding Spring Observatory.

General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which exempt development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude exempt development from being carried out on the land.

6. Affected building notices and building product rectification orders

The land IS NOT AFFECTED by any affected building notice of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by any building product rectification order that has not been fully complied with, of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by an outstanding notice of intention to make a building product rectification order of which CN is aware.

An affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.

Building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

7. Land reserved for acquisition

The land is not identified for acquisition by a public authority (as referred to in section 3.15 of the Act) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

8. Road widening and road realignment

NOTE: Transport for NSW (TfNSW) may have proposals that are not referred to in this item. For advice about affection by TfNSW proposals, contact Transport for NSW, Locked Mail Bag 30 Newcastle 2300. Ph: 131 782.

The land IS NOT AFFECTED by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

The land IS NOT AFFECTED by any road widening or road realignment under an environmental planning instrument.

The land IS NOT AFFECTED by road widening or road realignment under a resolution of the Council.

9. Flood related development controls

9(1) Mapping information is not available and it is unknown if the land or part of the land is within the flood planning area.

9(2) Mapping information is not available and it is unknown if the land or part of the land is between the flood

planning area and the probable maximum flood (PMF).

Our information currently indicates that the property is, or contains, flood prone land (land within the PMF) as defined by the NSW Government Flood Risk Management Manual 2023.

The Newcastle Development Control Plan (DCP) and Newcastle Local Environmental Plan (LEP) include flood related development controls that apply to development on flood prone land. The DCP and LEP can be viewed on our website.

NOTE: More detailed flood information specific to the property is available on a Flood Information Certificate. Application forms for these certificates are available on the City of Newcastle website <https://www.newcastle.nsw.gov.au/about-us/forms-and-publications>

10. Council and other public authority policies on hazard risk restrictions

Except as stated below, the land is not affected by a policy referred to in Item 10 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021 that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Potential acid sulfate soils: Works carried out on the land must be undertaken in accordance with Clause 6.1 Acid sulfate soils of the Newcastle Local Environmental Plan 2012.

Land Contamination: City of Newcastle has a policy restricting development or imposing conditions on properties affected by land contamination. Refer to Section B7 Land contamination of Newcastle Development Control Plan 2023, which is available to view and download from City of Newcastle's website.

NOTE: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. City of Newcastle (CN) considers the likelihood of natural and man-made risks when determining development applications under section 4.15 of the Environmental Planning and Assessment Act 1979. Detailed investigation carried out in conjunction with the preparation or assessment of a development application may result in CN either refusing development consent or imposing conditions of consent on the basis of risks that are not identified above.

11. Bush fire prone land

The land IS NOT bush fire prone land for the purposes of the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

Property HAS NOT been notified: Council HAS NOT been notified that: - a residential dwelling erected on this land has been identified in the Loose-fill Asbestos Insulation Register maintained by NSW Fair Trading as containing loose-fill asbestos insulation.

13. Mine Subsidence

The land IS NOT WITHIN a Mine Subsidence District declared under section 20 of the Coal Mine Subsidence Compensation Act 2017.

NOTE: The above advice is provided to the extent that City of Newcastle (CN) has been notified by Subsidence Advisory NSW.

14. Paper subdivision information

The land IS NOT AFFECTED by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

15. Property vegetation plans

Not applicable. The Native Vegetation Act 2003 does not apply to the Newcastle local government area.

16. Biodiversity stewardship sites

The land IS NOT land (of which CN is aware) under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

17. Biodiversity certified land

The land IS NOT biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

18. Orders under Trees (Disputes Between Neighbours) Act 2006

CN HAS NOT been notified that 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.

19. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

The land IS NOT subject to an agreement for annual charges under section 496B of the *Local Government Act 1993* for coastal protection services (within the meaning of section 553B of that Act).

20. Western Sydney Aerotropolis

The land is not within the Western Sydney Aerotropolis, as defined by Chapter 4 of State Environmental Planning Instrument (Precincts - Western Parkland City) 2021.

21. Development consent conditions for seniors housing

(a) The land IS NOT AFFECTED by a current site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Housing) 2021.

(b) The land IS NOT AFFECTED by any terms of kind referred to in clause 88(2) of the State Environmental Planning Policy (Housing) 2021, that have been imposed as a condition of consent to a development application granted after 11 October, 2007 in respect of the land.

22. Site compatibility certificates and development consent conditions for affordable rental housing

The land IS NOT AFFECTED by a valid site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. Water or sewerage services

City of Newcastle does not hold any records as to whether water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

NOTE: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

24. Matters prescribed under the Contaminated Land Management Act 1997

Note: *There are no matters prescribed by section 59(2) of the Contaminated Land Management Act 1997 to be disclosed, however if other contamination information is held by the Council this may be provided under a section 10.7(5) certificate.*

Issued without alterations or additions, 15/05/25
Authorised by

JEREMY BATH
CHIEF EXECUTIVE OFFICER



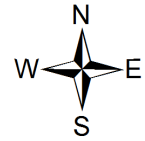
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

16 COUNCIL

WALLSEND NSW

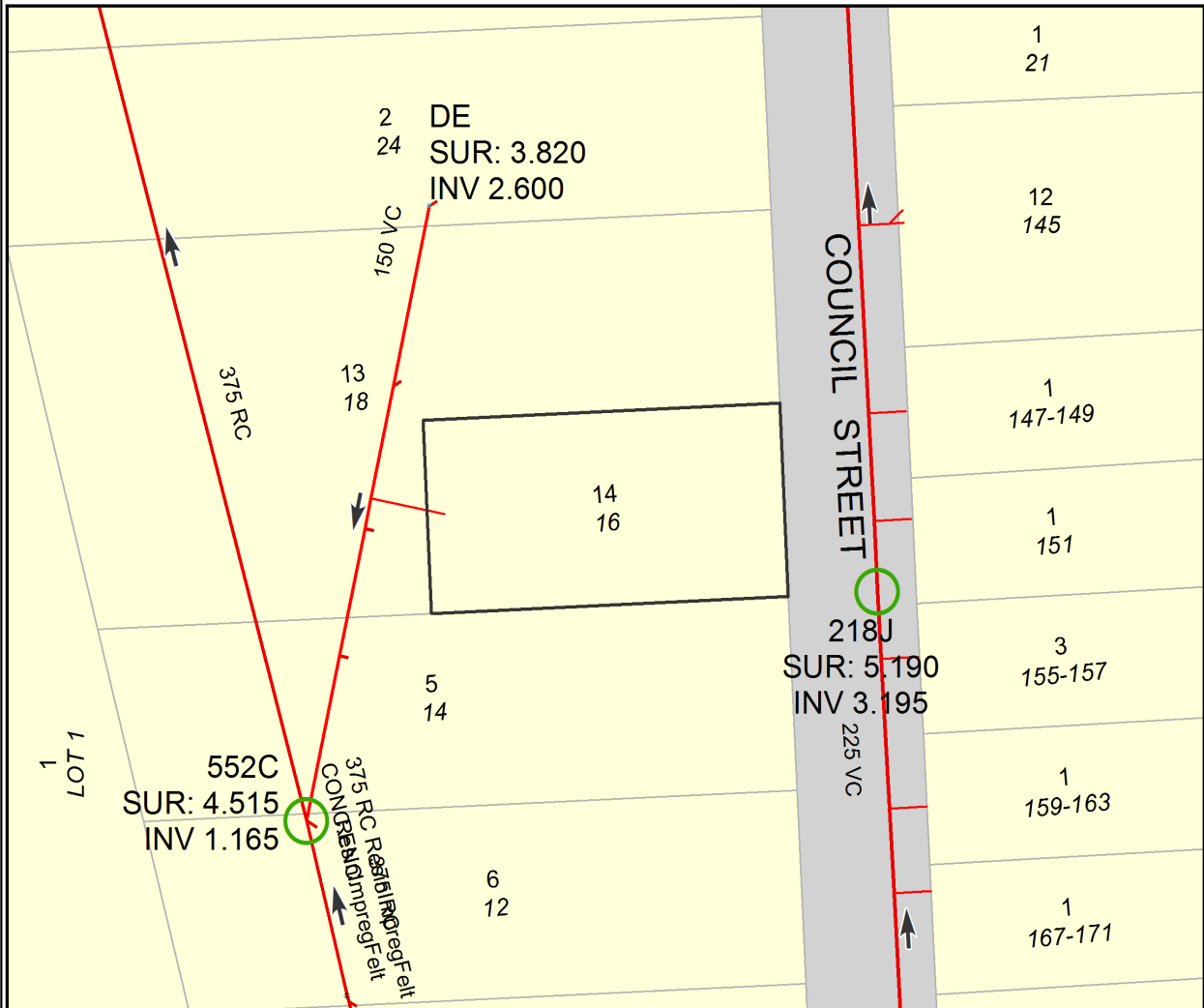
APPLICATION NO.: 2547497

APPLICANT REF: M 371315

RATEABLE PREMISE NO.: 5752110576

PROPERTY ADDRESS: 16 COUNCIL ST WALLSEND 2287

LOT/SECTION/DP:SP: 14//DP 554147



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLDED.
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:

IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 14/05/2025

Scale at A4: 1:500

CADASTRAL DATA © LPI OF NSW
CONTOUR DATA © AAMHatch
© Department of Planning

SEWER/WATER/RECYCLED WATER
UTILITY DATA
© HUNTER WATER CORPORATION

COMMERCIAL REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What is the nature of any tenancy or occupancy?
 - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) What is the current rent payable?
 - (e) All rent should be paid up to or beyond the date of completion.
 - (f) Please provide details of any bond money held, which money is to be paid to or allowed to the purchaser on completion.
 - (g) If the bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (h) Please provide details of any security deposits and copies of any bank guarantees which are held by the vendor.
 - (i) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the security deposits, bank guarantees and any personal guarantees.
 - (j) Are there any sub-leases? If so, copies should be provided.
 - (k) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994 (NSW)*?
If so:
 - (a) complete copies of the disclosure statements as required by the *Retail Leases Act 1994 (NSW)* should be provided;
 - (b) a copy of a certificate given under Section 16(3) of the *Retail Leases Act 1994 (NSW)* should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of the *Retail Leases Act 1994 (NSW)*?
5. Is any part of the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
6. If any tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

7. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
8. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
9. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
10. When and where may the title documents be inspected?
11.
 - (a) In these requisitions, *personal property, secured party, security agreement, security interest* and *verification certificate* have the same meanings as in the *Personal Property Securities Act 2009 (Cth)*.
 - (b) Are the inclusions or other items of personal property included in the sale (*inclusions*) subject to a security interest or has the vendor entered into any security agreement in respect of the inclusions and in respect of which the vendor has received, or waived its right to receive, a verification certificate? If so, please provide full details of the property the subject of the security interest, the nature of the security agreement giving rise to the security interest and the full name, address, ACN and/or ABN of the secured party or security agreement counterparty.

- (c) If a security interest has arisen or been granted over the inclusions, the vendor must procure a full release and discharge of that security interest by the secured party to the extent that it relates to the inclusions. Please provide details of whether the release will be a full or partial release of the security interest and confirm the manner in which the release is to be effected (eg. by provision of a duly executed *Deed Poll of Release and Undertaking to Amend Registration* in the form recommended by the Australian Bankers' Association).
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the Property must be provided.

Rates and taxes

13. All rates, taxes, levies, other charges and assessments, including land tax, affecting the Property must be paid up to the date of completion and receipts produced.
14. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax?
If so:
- (a) to what year has a return been made?
- (b) what is the taxable value of the Property for land tax purposes for the current year?
15. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey, Building, fencing, etc

16. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
17. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
- 18.
- (a) Have the provisions of the *Local Government Act 1993 (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations and instruments or former instruments been complied with?
- (b) Have there been any alterations to improvements since 1959 requiring the consent of the Local Council or other authority? If so, please provide details and evidence of consents.
- (c) Has the vendor a Building Information Certificate or Building Certificate? If so, it should be handed over on completion. Please provide a copy prior to completion.
- (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act 1979) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (e) Has there been any building work on the Property to which provisions of the *Home Building Act 1989 (NSW)* apply? If so, please provide details and state whether the work was done pursuant to an owner/builder permit or by a licensed builder and provide details as to the permit, names of the parties and licence number(s).
19. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922 (NSW)* or are there circumstances which would give rise to a notice or application under that Act in respect of the Property. If the answer is *yes*, please provide full details.
20. Are the improvements affected or have they been previously affected by:
- (a) termite infestation, treatment or repair?
- (b) flooding or dampness of areas below ground levels?
- (c) functional problems with equipment such as air conditioning, roofs or inclinators, pool equipment, building management and security systems?
21. Are there any pipes or structures below the surface of the land which are not disclosed in the Contract?
22. Is there any development approval consent to use the Property which is not disclosed in the Contract?
23. Has all the structural work including any retaining walls been designed by a qualified structural engineer?
24. If the answer to any of Requisitions 20 to 23 is *yes*, please provide full details.
25. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the local council, any water or sewerage authority or any other authority concerning any development on the Property?
26. Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
27. Is there a swimming pool in the Property to which the *Swimming Pools Act 1992 (NSW)* applies? If so:
- (a) did its installation or construction commence before or after 1 August 1990?
- (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
- (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 28.
- (a) To whom do the boundary fences belong?

- (b) Are there any party walls?
 - (c) If the answer to Requisition 28(b) is *yes*, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)*?
29. Are any rainwater downpipes connected to the sewer? If so, they must be disconnected prior to completion.

Use and enjoyment of the Property

- 30.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
 - (c) Have the covenants and restrictions disclosed in the Contract been complied with?
31. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any building line fixed by the Local Council affecting the land?
 - (d) any judgment, order, decree or execution against the vendor or the Property?
 - (e) any suit current, pending or proposed in respect of the Property?
 - (f) any latent defects in the Property?
 - (g) the existence of any contamination in or on the Property including, but not limited to, materials or substances dangerous to health such as asbestos, fibreglass or polyethylene or other flammable or combustible material including cladding?
32. Has the vendor any notice or knowledge that the Property is affected by any of the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice, order or proposed order requiring work to be done or money to be spent on the Property or any footpath or road adjoining? Full details of any notice, order or proposed order must be provided. Any notice or order must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, the same must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
 - (g) any charge or liability including liability for restoration of the Property, or proceedings under the *Contaminated Land Management Act 1997 (NSW)* or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or proceedings being commenced?
33. If the answer to any of Requisitions 32(a) to (g) is *yes*, please:
- (a) provide full details;
 - (b) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
 - (c) provide full details regarding the extent of any non-compliance.
- 34.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land? If so, it must be shown that the vendor has a right thereto which will vest in the purchaser on completion.
 - (c) Do any service connections for any other property pass through the Property?
35. Has asbestos, fibreglass or other material injurious to health been used in the construction of the Property? If the answer is *yes*, please provide full details.
36. Is the Property required for the purpose of paying a fine or satisfying an order for compensation?
37. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Warranties and service contracts

38. Please provide copies of any warranty or maintenance or service contract for the Property which is assignable on completion.
39. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

Zoning

40. Is the vendor aware of the Property being subject to any existing or proposed instrument or former instruments under the *Environmental Planning and Assessment Act 1979 (NSW)* or other restriction on user not disclosed in the Contract? If the answer is *yes*, please provide full details.

Capacity

41. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

42. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
43. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
44. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the power of attorney should be produced and found in order.
45. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
46. Searches, surveys, enquiries and inspection of title documents must prove satisfactory.
47. The purchaser reserves the right to make further requisitions prior to completion.
48. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Completion

49. Please confirm that on completion you will hand to us:
- (a) a discharge of any mortgage, a withdrawal of any caveat and removal of any priority notice;
 - (b) the Certificate of Title Folio Identifier;
 - (c) Transfer executed by the vendor;
 - (d) the vendor's copies of all leases and disclosure statements;
 - (e) notices of attornment;
 - (f) all keys in the possession of the vendor;
 - (g) original of any Building Information Certificate or Building Certificate, Survey Report, occupation certificate and swimming pool compliance or non-compliance certificate;
 - (h) instruction manuals and warranties for any plant belonging to the vendor;
 - (i) any third party guarantees together with appropriate assignments;
 - (j) any documents required for the purchaser to have benefit of any bonds;
 - (k) tax invoice;
 - (l) depreciation schedule;
 - (m) any documents required for the purchaser to have good title to any fixtures, fittings or personal property;
 - (n) information or devices necessary for the operation of the security system, air conditioning systems, building management systems, etc;
 - (o) any security deposits or bank guarantees pursuant to any of the leases; and
 - (p) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external).

LEASE
New South Wales
Real Property Act 1900

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

Insert Duties Assessment No. as issued by Revenue NSW Office.
Duties Assessment No. _____

(A) **TORRENS TITLE**

Property leased
14/554147

(B) **LODGED BY**

Document Collection Box	Name, Address, Telephone, and Customer Account Number if any	CODE L
	Email: _____ Reference: _____	

(C) **LESSOR**

WALLSEND DENTAL LABORATORIES PTY LIMITED (ACN: 064 718 734)

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

(D)

Encumbrances (if applicable): _____

(E) **LESSEE**

AESTHETIC PROSTHETICS PTY. LIMITED (ACN: 004 018 786)

TENANCY:

- (G) 1. **TERM** 5 (FIVE) YEARS
2. **COMMENCING DATE** 01 JULY 2024
3. **TERMINATING DATE** 30 JUNE 2029
4. With an **OPTION TO RENEW** for a period of N.A.
set out in clause N.A. of N.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: WALLSEND DENTAL LABORATORIES PTY LIMITED (ACN: 064 718 734)

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: _____

Signature of authorised person: _____

Name of authorised person: Derek William Theodore Tracey

Name of authorised person: Leanne Brenda Tracey

Office held: Director

Office held: Director

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: AESTHETIC PROSTHETICS PTY. LIMITED (ACN: 004 018 786)

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: _____

Signature of authorised person: _____

Name of authorised person: Neville Entwisle

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.

ANNEXURE A

SEE A SOLICITOR ABOUT THIS LEASE

Lessor: WALLSEND DENTAL LABORATORIES PTY LIMITED ACN 064 718 734

Lessee: AESTHETIC PROSTHETICS PTY. LIMITED ACN 004 018 786

This annexure consists of 9 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:** NEVILLE ENTWISLE
B. **Limit of guarantor’s liability: Unlimited**

Item 11 (cl 3) **Additional leased property: Not Applicable**

Item 12 (cl 4) **Option to renew**
A. Further period of
B. Further period of
C. Maximum period of tenancy under this lease and permitted renewals: 5 (FIVE) YEARS
D. First day option for renewal can be exercised:
E. Last day option for renewal can be exercised:

Item 13 (cl 5) A. **Rent**
For the lease period:
From the commencement date to the first rent review date: **\$41,600 (PLUS GST) a year by monthly instalments of \$3,466.67 (PLUS GST) or \$866.67 (PLUS GST) per week**

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: **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.

For the further period in item 12B:
From the commencement date to the first rent review date: **Current Market Rent**

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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

Option 1:

A. Clause 15 applies to this lease and GST is payable by the Lessee.

Option 2:

~~A. Clause 15 does not apply to this lease and GST is not payable by the Lessee.~~

~~B. Clause 15 is amended to insert the following after clause 15.4:~~

~~“15.5 It is intended that this document be a Tax Invoice for the purpose of GST Law.~~

~~15.6 The Tax Invoice details are:~~

- ~~(i) Supplier ——— The Lessor~~
- ~~(ii) Recipient ——— The Lessee~~
- ~~(iii) Supply ——— Lease of the premises for the Term and any renewals thereof in accordance with this Lease.~~
- ~~(iv) Rent ——— The Rent subject to any review determined in accordance with the Lease.~~
- ~~(v) GST ——— The amount of GST payable is 10% of the monthly rent from time to time, subject to any changes in the amount of GST payable pursuant to the GST Law.~~
- ~~(vi) Date of Issue ——— The issue date for the Tax Invoice is deemed to be each date on which rental payments are due to the Lessor under this Lease and any renewal thereof.~~

~~15.7 For the purpose of this clause “GST Law” means A New Tax System (Goods & Services Tax) Act 1999 and “Tax Invoice” has the meaning ascribed to it by the GST Law.”~~

Item 14
(cl 5)

Outgoings

A. Share of outgoings: 100%

B. Outgoings –

- (a) local council rates and charges;
- (b) water sewerage and drainage charges;
- (c) land tax;
- (d) insurance;
- (e) property management fees;
- (f) all levies and contributions of whatsoever nature determined and/or levied by the owners corporation with the exception of any contribution to a sinking fund or special levy in respect of the strata scheme of which the property forms part (if applicable).

for the land or the building of which the property is part, fairly apportioned to the period of this lease.

Item 15
(cl 5.1.5)

Interest rate: 10%

Item 16
(cl 5.4)

Rent review

Rent review date	Method of rent review	If Method 1 applies, increase by (the increase should show percentage or amount)
1 July 2025	Method 2	
1 July 2026	Method 2	
1 July 2027	Method 2	
1 July 2028	Method 2	

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Method 1 is a fixed amount or percentage.
Method 2 is Consumer Price Index.
Method 3 is current market rent.

Method 2 applies unless another method is stated.

Item 17 (cl 6.1) **Permitted use: Preparation of Dental prosthetics and associated activity**

Item 18 (cl 8.1.1) **Amount of required public liability insurance: \$20,000,000.00**

Item 19 (cl 16) **Bank Guarantee**
N/A

Item 20 (cl 17) **Security Deposit**
N/A

Item 21 **Details of strata manager/secretary of the owners corporation (if applicable): N/A**

~~Item 22 **Power of Attorney**~~

~~_____ The Lessee from the Commencement Date irrevocably:~~

- ~~A. Nominates and appoints the Lessor and/or its officers and/or its nominees severally to be the lawful attorney(s) of the Lessee to act, at any time after the power to re-enter contained in this Lease has been exercised (a sufficient proof of which for any purpose shall be a statutory declaration of the Lessor or of any Officer of the Lessor), to execute a transfer or a surrender of this Lease or withdrawal of caveat (as appropriate) and to procure to use the name of the Lessee and generally to do anything relating to the Premises as fully and effectually as the Lessee could do; and~~
- ~~B. Covenants for itself, its successors and assigns to ratify and confirm whatever any of the Attorney(s) or any substitute or any nominee as referred to in Item 22 A lawfully does or causes to be done relating to the Premises. The Director of Land Titles is authorised to act upon the said statutory declaration and to accept it as sufficient evidence of the determination of this Lease.~~

~~Item 23 **Retail Leases Act**~~

- ~~A. The parties acknowledge that the Retail Lease Act 1994 does apply to this lease.~~
- ~~B. The lessee acknowledges that at least seven (7) days before entering into this lease, the lessee received:

 - ~~1. The NSW Retail Lessee's Guide; and~~
 - ~~2. The Lessor's Disclosure Statement.~~~~
- ~~C. Subject to Retail Leases Act, the lessor may impose reasonable conditions on any consent it provides to the transfer of this lease pursuant to clause 10 of Annexure B, including but not limited to the requirement that each of the assignor (being the existing lessee) and the guarantors remain liable after such transfer of this lease.~~

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Item 23 **Retail Leases Act**

- A. The parties acknowledge that the Retail Lease Act 1994 does not apply to this lease; and
- B. The Lessee shall pay the Lessors’ solicitors reasonable costs and disbursements of and incidental to the preparation and registration of this lease, including the obtaining of any necessary consent thereto and any stamp duty payable on any Agreement for Lease.

Item 24 **Utilities**

- A. The lessee must pay all charges for utilities provided to or consumed upon the property, including but not limited to charges for electricity, gas telephone, water, garbage, waste removal and other like and similar charges.
- B. If any such charges are rated jointly with other premises not forming part of the property, then the lessee’s proportion of the overall charges will be that proportion that is obtained by taking the lettable area of the property leased and dividing it by the area of all premises jointly rated (including the area of the property) that was actually occupied during the period covered by the account.

Item 25 **Lessee’s Goods and Fixtures**

- A. The provisions of this Item 25 do not limit the generality of any other provision of this lease, including clauses 6 and 12 of Annexure B.
- B. The lessee must not install or operate any plant, equipment, fixtures or other goods at the property that is likely to:
 - 1. disturb the efficient operation of the air conditioning system servicing the property;
 - 2. interrupt the efficient provision of electricity, gas or water to the property; or
 - 3. overload the cables, switchboards or sub-boards through which electricity is conveyed to the property.
- C. Clause 12.3.2 of Annexure B is deleted and the following clause inserted in lieu thereof:
 “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. In the event that the lessee at the time of the end of this lease is an assignee of this lease or a prior lease, the lessee must also remove anything fixed to the property by the former lessee or former lessees.”

Item 26 **Alterations to the Property**

- A. The provisions of this Item 26 do not limit the generality of any other provision of this lease, including clause 7.6 of Annexure B.
- B. The lessor is entitled to withhold consent (and will not be deemed to be unreasonable by doing so) if the lessee seeks consent to carry out alterations to the property:
 - 1. without first providing to the lessor plans and specifications of the proposed work; or
 - 2. that is likely to disturb the efficient operation of the air conditioning or other system servicing the property.
- C. Any consent to alterations to the property will be deemed to incorporate the following conditions of consent:
 - 1. that the lessee obtain at its expense all necessary approvals or permits necessary to enable the alterations to be lawfully executed; and
 - 2. that the lessee provide copies of such approvals and permits prior to commencing the alterations; and
 - 3. the works required to effect the alterations are carried out in accordance with such approvals and permits.

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- ~~D. The lessor may require as a condition of consenting to alterations to the property any one or more of the following additional conditions:

 - ~~1. that the works shall be supervised by a person nominated by the lessor;~~
 - ~~2. that the works shall be executed by contractors or tradesmen as are approved by the lessor (which approval shall not be unreasonably withheld); and~~
 - ~~3. that the lessee pay all reasonable costs incurred by the lessor considering the request for consent and in the supervision of the works, including the fees of architects or other consultants engaged by the lessor.~~~~

Item 27

Condition and Repairs – Additional Obligations of Lessee

- A. In addition to the obligations imposed on the lessee pursuant to clause 7 of Annexure B and without limiting the generality of those obligations, the lessee must:
 - 1. keep and maintain the waste pipes, drains and conduits originating in the property in a clean, clear and free-flowing condition between their points of origin and their entry into any drain;
 - 2. employ licensed tradesmen to clear any blockages which may occur in such waste pipes, drains and conduits;
 - 3. take all reasonable precautions to keep the premises free of all rodents, vermin, cockroaches, insects, pests, birds and animals, including but not limited to:
 - (a) engaging a licensed pest exterminator to attend at the property at least once in each year; and
 - (b) paying all charges for the treatment of the property by such licensed pest exterminator.
- B. Clause 12.5.4 of Annexure B is deleted and the following clause inserted in lieu thereof:
 “12.5.4 the obligations of the lessee in clause 7 (dealing with repairs) and Annexure A Item 27.

Item 28

Air Conditioning System

- A. This Item 28 will only apply if an air conditioning system is installed in the property.
- B. Without limiting the generality of the provision in Annexure B:
 - 1. The lessee must maintain the air conditioning system in the property (including the equipment ancillary to such system) in a good and working order having regard to the condition of such system at the commencement of this lease.
 - ~~2. The lessee must pay for all repairs to the air conditioning system (including the equipment ancillary to such system), including the costs associated with the maintenance of such system.~~
 - 3. At the expense of the Lessee, the Lessee must cause the air conditioning system (including the equipment ancillary to such system) to be serviced according to the manufacturer’s recommendations at such intervals as are reasonable having regard to the nature of the system but not less than once in each year.
 - 4. The lessee must maintain records of the maintenance carried out to the air conditioning system (including the equipment ancillary to such system) and must produce same to the lessor within fourteen (14) days of a written request be the lessor for provision of same.
- C. Clause 12.5.7 of Annexure B is inserted in the following terms:
 “12.5.7 the obligations of the lessee in Annexure A Item 28B.”

Item 29

Other Maintenance Obligations of the Lessee

- A. Without limiting the generality of the provisions of Annexure B, the lessee must also:
 - 1. maintain, service and repair any hot water system servicing the property;
 - 2. maintain, service and repair any grease trap servicing the property;
 - 3. maintain, service and repair all fire protection systems including but not limited to the fire hose, extinguishers and all other fire protection necessary when dealing with products considered to be dangerous good;
 - 4. promptly replace all broken light globes and tubes and other like items ordinarily used at the property; and
 - 5. remove all or any graffiti that may be found upon the interior or exterior of the property within seven(7) business days of such graffiti appearing.

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- B. Clause 12.5.8 of Annexure B is inserted in the following terms”
 “12.5.8 the obligations of the lessee in Annexure A Item 29A.

Item 30 **Compliance with Notices and Orders**

- A. Without limiting the generality of any of the provisions of Annexure B, the lessee must:
 1. comply with all notices or orders which may be given by any authority having jurisdiction over the property or to any business or businesses being conducted at the property;
 2. provide a copy of all notices or orders to the lessor within seven (7) days of receipt of such notice or orders; and
 3. indemnify and keep the lessor indemnified for any failure of the lessee to comply with such notices or orders.
- B. If the lessee fails to comply with any such notice or order, the lessor may (but without prejudice to any right of re-entry) enter the property and comply with any such notice or order. Any costs incurred by the lessor in complying with any such notice or order will constitute costs of remedying a default of the lessee of the purposes of this lease.
- C. Clause 12.5.9 of Annexure B is inserted in the following terms:
 “12.5.9 the obligations of the lessee in Annexure A Item 30A.

Item 31 **Additional Insurance Obligations**

In addition to any obligation of the lessee to pay or contribute to outgoings, the lessee must pay to the lessor all increases in the premiums, excesses or other charges payable by the lessor for insurance effected by the lessor if such increase is caused by the use to which the property is put by the lessee.

Item 32 **Transfer and Sub-Lease – Lessee Corporation**

- A. If the lessee is a corporation, it will be treated for the purposes of this lease (in particular clause 10 of Annexure B) as having transferred this lease if the person who beneficially own or control a majority of the lessee’s shares at the Commencement Date cease to do so, except as a result of transmission on the death of a shareholder.
- B. This Item 32 does not apply if the lessee is a corporation the shares of which are listed on the Australian Stock Exchange.

Item 33 **Transfer of Property by Lessor**

- If the lessor sells, transmits or otherwise is divested of its interest in the property:
- ~~A. the lessor is released from any obligation under this lease after another person acquires the lessor’s interest in the property;~~
 - B. if a Bank Guarantee has been issued by the lessee to the lessor under the terms of this lease, the lessee must promptly on request by the lessor replace such Bank Guarantee with a fresh Bank Guarantee in favour of the new owner; and
 - C. If a Security Deposit is held under this lease, the lessor must transfer the Security Deposit to the new owner.

Item 34 **Lessee’s Acknowledgment & Warranty**

- A. The Lessee acknowledges and warrants that no promise, representation, warranty or undertaking has been given by or on behalf of the lessor:
 1. in relation to the suitability of the property for the proposed use by the lessee;
 2. in relation to the legal requirements to enable the property to be used by the lessee for the proposed use;

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- 3. in relation to the quality or state of repair of fittings, finish., facilities and amenities of the property including any air conditioning system;
 - 4. in relation to the current or future uses to which other premises in the area in which the property is located will be used;
 - 5. in or to the effect that the other premises in the area in which the property is located will or will continue to be leased for any particular purpose; or
 - 6. in or to the effect that the lessor grants exclusivity to, or will ensure exclusivity for, the lessee in respect of the lessee’s proposed use of the property.
- Otherwise than as contained in this lease and any disclosure statement provided with it.

B. The lessee acknowledges that the lessor has entered into this lease relying upon the lessee’s warranties in Item 34A.

Item 35 Lessor’s Reserved Rights

The lessor may:

- A. Use the property for the passage of air conditioning equipment, fire and sprinkler systems, pipes, services, ducts, cables, electrical wiring, sewerage and drainage connections and other services through the property to other premises adjoining the property; and
- B. Enter the property at all reasonable times to install, maintain or repair any of those things, subject at all times to the provisions of Clause 9 of annexure B.

Item 36 Miscellaneous Provisions

- A. Without limiting any other method of service, any notice served by the lessor will be effective if signed by its director, secretary, manager, employee, agent or solicitor.
- B. A party’s failure or delay to exercise a power does not operate as a waiver of that power or right.
- C. The exercise of a power or right does not preclude:
 - 1. its future exercise; or
 - 2. the exercise of any other power or right.
- D. The variation or waiver of a provision of this lease or a party’s consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.
- E. This lease is governed by the laws of New South Wales.
- F. In relation to the subject matter of this lease:
 - 1. this lease is the whole agreement between the parties; and
 - 2. this lease supersedes all oral and written communications by or on behalf of any of the parties.
- G. In entering into this lease, each party:
 - 1. has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this lease made by any person other than those expressly set out in this lease; and
 - 2. has relied entirely on its own enquiries in relation to the subject matter of this lease.
- H. If any part of this lease is invalid or unenforceable, this lease does not include it. The remainder of this lease continues in full force.
- I. Nothing in this lease merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.
- J. To the extent of any inconsistency between the provisions contained in clauses 19 onwards in Annexure A and the other provisions of this lease, the provisions of clauses 19 onwards in Annexure A will prevail.

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- K. This lease is binding on each of the parties and their respective legal personal representatives, successors and assigns.

Item 37

Personal Property Securities Act

A. Definitions:

- (a) expressions defined in the Personal Property Securities Act 2009 (Cth) (“PPSA”) have the same meaning when used in this clause 37;
- (b) “Lessee’s Goods” means the Lessee’s fixtures, fittings, furniture, plant, equipment and chattels and includes fixtures, fittings, plant, equipment and chattels left with or provided to the Lessee by third parties or by previous Lessee’s and occupants of the leased premises; and
- (c) “Lessor’s Goods” means any personal property as defined in the Personal Property Securities Act 2009 (Cth).

- B. If a Security Deposit is required in accordance with clause 17 of Annexure B, the Lessee agrees and acknowledges that this Lease is a Security Agreement and creates a Security Interest that the Lessor may register in respect of the Security Deposit.

- C. Without limiting clause 12.3 of Annexure B, in the event that any Lessee’s Goods remain on the leased premises at expiration or sooner determination of the Lease, the Lessor may:

- (a) as the agent of the Lessee, remove any Lessee’s Goods remaining and store them at the cost and risk of the Lessee; and
- (b) after storing any Lessee’s Goods for 30 days, dispose or retain (at the Lessor’s sole discretion) any or all of the Lessee’s Goods and apply the proceeds towards:
 - (i) any unpaid rent or other money; or
 - (ii) any loss or damage; or
 - (iii) the payment of any storage or other expenses,

without being liable to the Lessee for trespass, detinue, conversion or negligence and the Lessee shall make no objection, requisition or claim for compensation in respect thereof.

- D. The Lessee agrees and acknowledges that this Lease is a Security Agreement and creates a Security Interest that the Lessor may register in respect of any of the Lessee’s Goods that are abandoned on expiry or earlier termination of this lease to secure the payment of any amounts due, and any other obligations of the Lessee still to be performed.

- E. If any Lessor’s Goods are included on the leased property or otherwise made available to or used by the Lessee under this Lease, the Lessee agrees and acknowledges that this Lease is a Security Agreement and creates a Security Interest that the Lessor may register in respect of those Lessor’s Goods. If an assignee of the Lease, or a sub-lessee of the Demised Premises (or any part thereof) takes possession of any of the Lessor’s Goods, the Lessor may register a new security interest in respect of those goods, in which the assignee or sub-tenant is the grantor, and the Lessor may also require that any relevant assignment or sub-lease documents include provisions to the same effect as contained in this clause.

- ~~F. The Lessee will provide any information required and otherwise fully cooperate with the Lessor to protect and promptly register any Security Interest under this Lease. The Lessee agrees to indemnify, and upon demand reimburse, the Lessor for all expenses incurred in relation to the registration of its Security Interests on the PPS Register.~~

- ~~G. The Lessee waives its right to receive any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.~~

- ~~H. If Chapter 4 of the PPSA applies to the enforcement of a Security Interest arising under or in connection with this Lease, the Lessee agrees the following provisions of the PPSA will not apply to the enforcement of that Security Interest:~~

.....

.....

.....

- ~~(a) section 95 (notice of removal of accession), to the extent that it requires the Lessor to give the Lessee a notice;~~
- ~~(b) section 96 (when a person with an interest in the whole may retain accession);~~
- ~~(c) section 118 to the extent that it allows the Lessor to give notice to the Lessee;~~
- ~~(d) subsection 121(4) (enforcement of liquid assets— notice to grantor);~~
- ~~(e) section 125 (obligation to dispose of or retain collateral);~~
- ~~(f) section 130 (notice of disposal), to the extent that it requires the Lessor to give the Lessee a notice;~~
- ~~(g) paragraph 132(3)(d) (contents of statement of account after disposal);~~
- ~~(h) subsection 132(4) (statement of account if no disposal); and~~
- ~~(i) section 135 (notice of retention of collateral).~~

Item 38 Contribution to Outgoings on a Monthly Basis

Clause 5.3 is deleted and the provisions of this clause apply in lieu thereof:

- 38.1 On each day that the rent is due, the lessee must pay 1/12 of the lessor’s reasonable estimate of the amounts payable under clause 5.1.2 for the current financial year.
- 38.2 The lessor must:
 - 38.2.1 Notify the lessee of its estimate of amounts payable under clause 5.1.2 for the financial year:
 - (a) at the commencement of the lease; and
 - promptly at the commencement of each financial year during the lease.
 - 38.2.2 Not later than three (3) months after the end of each financial year, give the lessee a statement giving reasonable details of the amounts payable under clause 5.1.2 for that financial year.

The time limits in item 38.2 above are not essential.
- 38.3 The lessee must adjust the amount payable under clause 5.1.2 after provision of the statement under item 38.2.2 and one party must pay to the other party the amount necessary to make the adjustment on the next day on which rent is due.
- 38.4 If the lessor transfers the property, or the lessee assigns this lease, the amount necessary to make any adjustment under item 38.3 will be paid by or to the person who is the lessor or lessee at the time that payment is due.

Item 39 Retail Lease Certificate

The section in relation to the Retail Lease Certificate on the first page of Annexure B is redundant and deleted.

Item 40 Lessor Access to Storage Container

Notwithstanding any provision of this Lease to the contrary, the parties agree that the Lessor shall retain the right of access to the storage container located on the property and shall have free right of ingress and egress for such purposes.

Item 41 Existing Alterations to the Property by the Lessee

The Lessee recognises and acknowledges the alterations that have been made by the Lessee to the Property by way of an extension and stand-alone room. In accordance with the make good provisions of this Lease, these alterations must be rectified at the end of the Lease (whether by termination or otherwise). Furthermore, the Lessee indemnifies the Lessor for any claim, damages or loss or that arises directly or indirectly from the alterations.

<p>I certify that the person(s) signing opposite with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.</p> <p>Signature of witness:</p> <p>Name of witness:</p> <p>Address of witness:</p>	<p>Certified correct for the purposes of the Real Property Act 1900 by the guarantor.</p> <p>Signature of guarantor:</p>
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.....

.....

.....

ANNEXURE B

Lessor: WALLSEND DENTAL LABORATORIES PTY LIMITED ACN 064 718 734

Lessee: AESTHETIC PROSTHETICS PTY. LIMITED ACN 004 018 786

This annexure consists of 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.

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RETAIL LEASE CERTIFICATE

If section 16 of the *Retail Leases Act 1994* applies to this lease, and the term plus any further terms are less than 5 years (subject to section 16(4)), the term will be extended unless a section 16(3) certificate is given. Sections 16(1) and (2) provide –

- 16(1) The term for which a retail shop lease is entered into, together with any further term or terms provided for by any agreement or option for the acquisition by the lessee of a further term as an extension or renewal of the lease, must not be less than 5 years. An agreement or option is not taken into account if it was entered into or conferred after the lease was entered into.
- 16(2) If a lease is entered into in contravention of this section, the validity of the lease is not thereby affected but the term of the lease is extended by such period as may be necessary to prevent the lease contravening this section.

I certify that:

- I am a solicitor not acting for the lessor;
- Before (or within 6 months after) the lessee entered into this lease –
 - the lessee requested me to give this certificate; and
 - I explained to the lessee the effect of sections 16(1) and (2), and that the giving of this certificate would result in section 16 not applying to this lease.

.....
Date

.....
Signature

.....
NAME (BLOCK LETTERS)

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

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

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.

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Solicitor for the lessor