

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Elders Advantage Group Hunter Valley Thornton Shopping Centre, Shop 8, Thornton NSW 2322	phone: 0414 486 103 email: garry.fairhurst@eldersrealestate.com.au ref: Garry Fairhurst
co-agent		
vendor	Richard Andrew Chapple and Natalie Jayne Chapple 52 Ella Street, Adamstown NSW 2289	
vendor's solicitor	Lambton Law Pty Ltd 112 Elder Street Lambton NSW 2299	phone: 4952 7575 email: michele@lambtonlaw.com.au ref: 241471- Michele Rumph
date for completion land (address, plan details and title reference)	42nd day after the date of this contract 108 GEORGE ST EAST MAITLAND NSW 2323 Lot 3 DEPOSITED PLAN 323127 Folio Identifier 3/323127	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Commercial	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input 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 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 type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	
balance	(10% of the price, unless otherwise stated)
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: \$

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."

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>Natalie Jayne Chapple</p> <p>_____</p> <p>Vendor</p> <p>Richard Andrew Chapple</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>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ 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>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

ChoicesVendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, 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 an *GSTRW payment*☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

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)
<ul style="list-style-type: none"> <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 that is to be lodged with a relevant plan <input 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 type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" 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 checked="" 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 	<ul style="list-style-type: none"> <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 the off the plan contract
<p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <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 	<p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60

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 served 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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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 *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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 *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.

108 GEORGE ST EAST MAITLAND NSW 2325

ADDITIONAL SPECIAL CONDITIONS

1. Amendment of Printed Conditions

- 1.1 Clause 7.1.1 shall be amended by deletion of the words "the total amount claimed exceeds 5% of the price" and insertion in lieu thereof by the words "the total amount exceeds 1% of the price".
- 1.2 Clause 7.2.4 shall be amended by deletion of the words "and the costs of the purchaser".
- 1.3 If the title to the land is limited, then:
 - 1.3.1 The word "limited" is deleted from Clause 25.1.1; and
 - 1.3.2 The vendor is under no obligation to serve an abstract of title with respect to the limitation.
- 1.4 If the title to land is qualified, then:
 - 1.4.1 Clause 25.2 is deleted; and
 - 1.4.2 A new Clause 25.2 is inserted:

"25.2 The vendor will only be required to serve an abstract of title if the qualification was entered within a period of six (6) years prior to the date of this contract in which case the vendor must serve a proper abstract of title within 21 days after the contract date."
- 1.5 Delete Clause 25.7.

2. Death, Incapacity or Liquidation

- 2.1 Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion dies or become mentally ill, as defined in the Mental Health Act, or becomes bankrupt, or if a company goes into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

3. Purchaser acknowledgements

- 3.1 The property together with the improvements is sold in its present condition and state of repair.
- 3.2 The purchaser acknowledges the property is purchased subject to all any encroachments, defects latent and patent, and the purchaser acknowledges that the property is purchased having not relied upon any warranties or representations made by or on behalf of the vendor which is not contained in this contract.
- 3.3 The purchaser shall not make any requisition, objection, claim or call upon the vendor to carry out any repairs to the property, or to any furnishing and chattels or comply with any work order made after this contract date.

4. Entire Agreement

- 4.1 The parties acknowledge that the provisions in this contract constitute the entire agreement.
- 4.2 The parties agree that any previous agreement, understanding, negotiation or warranty whether express or implied relating to the provisions on this contract cease to have any effect as at the date of this contract.

5. Claims for Compensation

- 5.1 Notwithstanding the provisions of clause 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.

6. Requisitions on Title

- 6.1 The Purchaser agrees that the only form of general Requisitions on Title the purchaser may make pursuant to Clause 5 shall be in the form of the Requisitions on Title annexed hereto.

7. Notice to Complete

- 7.1 In the event either party is unwilling or unable to complete this Contract by the completion date, then the other party shall be entitled at any time thereafter the completion date to serve a Notice to Complete.
- 7.2 Such Notice shall require the other to complete the Contract within fourteen (14) days from the date of service of the notice, and this duration is considered by the parties to be reasonable and sufficient, making time of the essence of this Contract.
- 7.3 In the event that the vendor issues a Notice to Complete pursuant to this Clause, the purchaser shall pay the sum of \$275.00 (inclusive of GST) to the vendor's solicitor on completion for fees incurred for the cost of issuing the Notice to Complete.

7.4 The payment of this fee is an essential term of this Contract.

8. Late Completion

- 8.1 In the event completion does not take place by the completion date due to the purchaser's default, then the purchaser shall pay to the vendor on completion, interest on the unpaid balance of the purchase price at the rate of ten percent (10%) per annum calculated daily from and including the completion date until and including the actual date of completion.
- 8.2 The vendor is not obliged to complete this Contract unless the interest is paid.
- 8.3 Interest payable pursuant to this Clause is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete in accordance with the Contract.
- 8.4 The right to interest does not limit any other rights the vendor may have as a result of the purchaser's failure to complete in accordance with the Contract.

9. Deposit

- 9.1 Notwithstanding any other provision in this contract, the parties acknowledge that the deposit is ten percent (10%) of the purchase price.
- 9.2 If the vendor agrees to accept a lesser sum at the date of this contract, then such lesser sum will be deemed only to be an initial instalment of the deposit and the balance of the deposit will be payable upon completion provided that no default on the part of the purchaser occurs in respect of any condition or obligation of the purchaser pursuant to this Contract.
- 9.3 Should the purchaser default prior to completion then, notwithstanding any other right or remedy which the vendor may have, the vendor shall be entitled to recover from the purchaser an amount equal to ten percent (10%) of the purchase price less the deposit paid as liquidated damages.
- 9.4 This clause shall not merge on termination of this Contract.
- 9.5 If a cooling off period applies to this Contract, the purchaser may pay the deposit holder in 2 instalments as follows:
 - 9.5.1 On or before the date of this Contract 0.25% of the agreed purchase price; and
 - 9.5.2 On or before the fifth business day after the date of this Contract a further 9.75% of the agreed purchase price.

10. Release of Deposit

- 10.1 It is hereby expressly agreed that the purchaser will raise no objection to the deposit moneys referred to herein being released on an unconditional exchange of contracts for the purpose of the vendor's purchase of another property.
- 10.2 It is agreed that such deposit money shall be held in a solicitor or real estate agent's trust account pending completion of this contract.
- 10.3 Such deposit money will not be released further without the purchaser's written authority.

11. Error in Adjustments

- 11.1 Should any apportionment of outgoings and/or payments required to be made under this contract be overlooked or incorrectly calculated, then the parties hereby agree that if requested by the other party, the calculations must be corrected and paid accordingly by the liable party. This clause does not merge on completion of this contract.

12. Agent

- 12.1 The purchaser hereby warrants that they were not introduced to the vendor or to the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim compensation as a result of this sale, other than the vendor's agent, if any, referred to in this contract.
- 12.2 The purchaser hereby agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other persons arising out of or in connection with the purchaser's breach of this warranty.
- 12.3 It is hereby agreed and declared that this clause shall not merge on the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

13. Electronic Exchange

- 13.1 The parties acknowledge and agree that the execution of this Contract by the parties may be effected by the use of either facsimile or photocopies signatures (hereinafter called "the manner of the parties execution of the Contract").
- 13.2 The parties agree that they shall not make any requisition, objection or claim for compensation, terminate or rescind this Contract, or delay the completion of this Contract due to the manner of the parties execution of the Contract.

14. Contract executed by DocuSign

- 14.1 If either party elect to sign this Contract using DocuSign, then the following provisions take effect:
- 14.1.1 The parties and their legal representative agree to accept a DocuSign counterpart contract for the purpose of exchange and settlement.
 - 14.1.2 The digitally signed counterpart contract must have the certified certificate of completion attached.
 - 14.1.3 The parties and their legal representative have no obligation to provide an original wet signed counterpart contract.
 - 14.1.4 The parties hereby agree that a contract signed by DocuSign is legally binding on the party who signed by way of DocuSign as if the party had signed in original format.
 - 14.1.5 The other party will not make any claim, rescind, terminate or delay settlement for any matters raised within this condition.

15. Sewer Service Location Plan

- 15.1 In the event the property is located with the Hunter Water Corporation network, the purchaser acknowledges that Hunter Water Corporation does not make available individual dwelling internal lot connection diagrams in the ordinary course of administration. For the purpose of satisfying the *Conveyancing Sale of Land Regulation 2017*, Schedule 1, the 'Service Location Plan' attached to this contract is sufficient.

16. Tenancy

- 16.1 The purchaser acknowledges that if there is currently a tenant in the property and this Contract requires vacant possession of the property to be delivered to the purchaser, the vendor is required to give the tenant appropriate notice in writing that the tenant is required to vacate the property ("the Notice").
- 16.2 The vendor agrees to instruct the managing agent to serve the Notice on the tenant.
- 16.3 Notwithstanding any other provision in this contract, in the event the tenant does not vacate the property within the relevant period specified in the Notice, the parties agree that the completion date is to be extended by a reasonable period of time to allow the vendor to deliver vacant possession of the property.

17. Company & Guarantee Indemnity

- 17.1 The provisions of this special condition 17 apply if the purchaser is a corporation but does not apply to a corporation listed on the Australian Stock Exchange. This special condition 17 is an essential term of this Contract.
- 17.2 The word guarantor means each director of the purchaser as at the date of this Contract.
- 17.3 If the guarantor has not signed where provided under this special condition 17, the vendor may terminate this Contract by serving notice within fourteen (14) days after the date of this Contract.
- 17.4 Where the purchaser is a company, the officers or persons who sign this Contract on behalf of the company or who attests the Seal of the company on this Contract;
- 17.4.1 Jointly and separately guarantees all obligations of the purchaser under this Agreement including the payment of the purchase price and the performance of all the purchaser's obligations; and
 - 17.4.2 Jointly and separately indemnifies the vendor in respect of any default of the purchaser under this Agreement.
- 17.5 This guarantee and indemnity is given by each guarantor as principal and is not discharge or released by any release or variation of this Agreement between the vendor and the purchaser.
- 17.6 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this special condition 17.

I certify that I am eligible witness and that the
Guarantor signed this dealing in my presence:

Certified correct for the purposes of the Real
Property Act 1900 by the Guarantor

Signature of witness

Signature of Guarantor

Full name of witness

Address of witness

18. **GOODS AND SERVICES TAX (GST)**

- 18.1 The price, fees, rates, charges, tax and expenses (the amounts) payable by the purchaser to the vendor under this Contract do not include GST. If any GST is incurred, payable or collectable from the Vendor in respect of any supply under this Contract the purchaser must pay or reimburse the Vendor for any GST in addition to the amounts.
- 18.2 The GST must be paid or reimbursed by the purchaser to the Vendor at the earliest of:
 - 18.2.1 When the Vendor is required to remit the GST; or
 - 18.2.2 At the same time as when the amount is required to be paid by the Purchaser to the Vendor.
- 18.3 The Vendor shall promptly provide the Purchaser with an invoice which is in an approved form for GST purposes.
- 18.4 This clause shall not merge upon completion.

COMMERCIAL REQUISITIONS ON TITLE

Vendor: **Richard Andrew Chapple And Natalie Jayne Chapple**
Purchaser:
Property: **108 George Street, East Maitland NSW 2323**
Dated: **22 October 2024**

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*?
If so:
 - (a) complete copies of the disclosure statements as required by the *Retail Leases Act 1994* should be provided;
 - (b) a copy of a certificate given under Section 16(3) of the *Retail Leases Act 1994* 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*?
5. Is 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*)?
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 Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

7. On completion the vendor should be registered as proprietor in fee simple of the property free from all caveats and encumbrances whether statutory or otherwise, except those to which the sale is expressly made subject.
8. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal 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. Are any fixtures, fittings or chattels included in the sale subject to any hire purchase agreement, bill of sale, chattel mortgage or other charge? If so, details must be given and any indebtedness discharged prior to completion or Title transferred unencumbered to the vendor prior to completion.
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?

Building, fencing, etc

15. 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.
16. 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.
17.
 - (a) Have the provisions of the *Local Government Act 1993*, the *Environmental Planning and Assessment Act 1979* and their regulations and schemes 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 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 issued under the *Environmental Planning and Assessment Act 1979* 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* 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).
18. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922* 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.
19. 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?
20. Are there any pipes or structures below the surface of the land which are not disclosed in the Contract?
21. Is there any development approval consent to use the property which is not disclosed in the Contract?
22. Has all the structural work including any retaining walls been designed by a qualified structural engineer?
23. If the answer to any of Requisitions 19 to 22 is *yes*, please provide full details.
24. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Local Council, the Sydney Water Corporation or any other authority concerning any development on the property?
25.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 25(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*?
26. Are any rainwater downpipes connected to the sewer? If so, they must be disconnected prior to completion.

Use and enjoyment of the property

27.
 - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to user other than those disclosed in the Contract?
 - (b) Have the covenants and restrictions disclosed in the Contract been complied with?
28. 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?
29. 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?
 - (g) any charge or liability including liability for restoration of the property, or proceedings under the *Contaminated Land Management Act 1997* 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?

30. If the answer to any of Requisitions 29(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.
- 31.
- (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?
32. 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.
33. Is the property required for the purpose of paying a fine or satisfying an order for compensation?
34. 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

35. Please provide copies of any warranty or maintenance or service contract for the property which is assignable on completion.
36. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

Zoning

37. Is the vendor aware of the property being subject to any existing or proposed planning scheme or other restriction on user not disclosed in the Contract? If the answer is *yes*, please provide full details.

Capacity

38. 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

39. 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.
40. 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.
41. Searches, surveys, enquiries and inspection of title documents must prove satisfactory.
42. The purchaser reserves the right to make further requisitions prior to completion.
43. 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 completion date.

Completion

44. Please confirm that on completion you will hand to us:
- (a) a discharge of any mortgage and withdrawal of any caveat;
 - (b) the Certificate of Title Folio Identifier;
 - (c) Transfer executed by the vendor;
 - (d) the vendor's copies of all leases;
 - (e) all keys in the possession of the vendor;
 - (f) original of any Building Certificate;
 - (g) original of any Survey Report;
 - (h) instruction manuals and warranties for any plant belonging to the vendor;
 - (i) information or devices necessary for the operation of the security system, air conditioning systems, building management systems, etc;
 - (j) notices of attornment;
 - (k) any security deposits or bank guarantees pursuant to any of the leases; and
 - (l) tax invoice.



FOLIO: 3/323127

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
21/10/2024	4:04 PM	12	10/8/2022

LAND

LOT 3 IN DEPOSITED PLAN 323127
AT EAST MAITLAND
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF MAITLAND COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP323127

FIRST SCHEDULE

RICHARD ANDREW CHAPPLE
NATALIE JAYNE CHAPPLE
AS JOINT TENANTS (T AM652114)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AP764693 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
- 3 AS378087 LEASE TO JON GRAINGER PSYCHOLOGY PTY LTD OF PREMISES
KNOWN AS 108B GEORGE STREET, EAST MAITLAND. EXPIRES:
31/5/2026. OPTION OF RENEWAL: 5 YEARS.

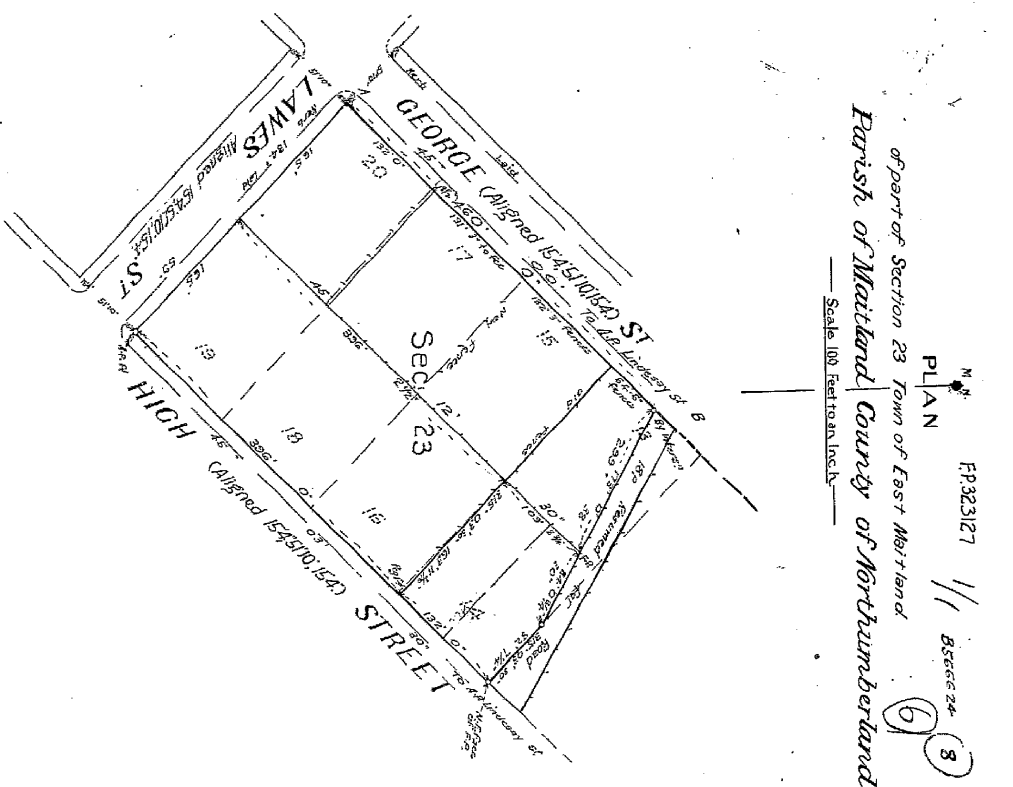
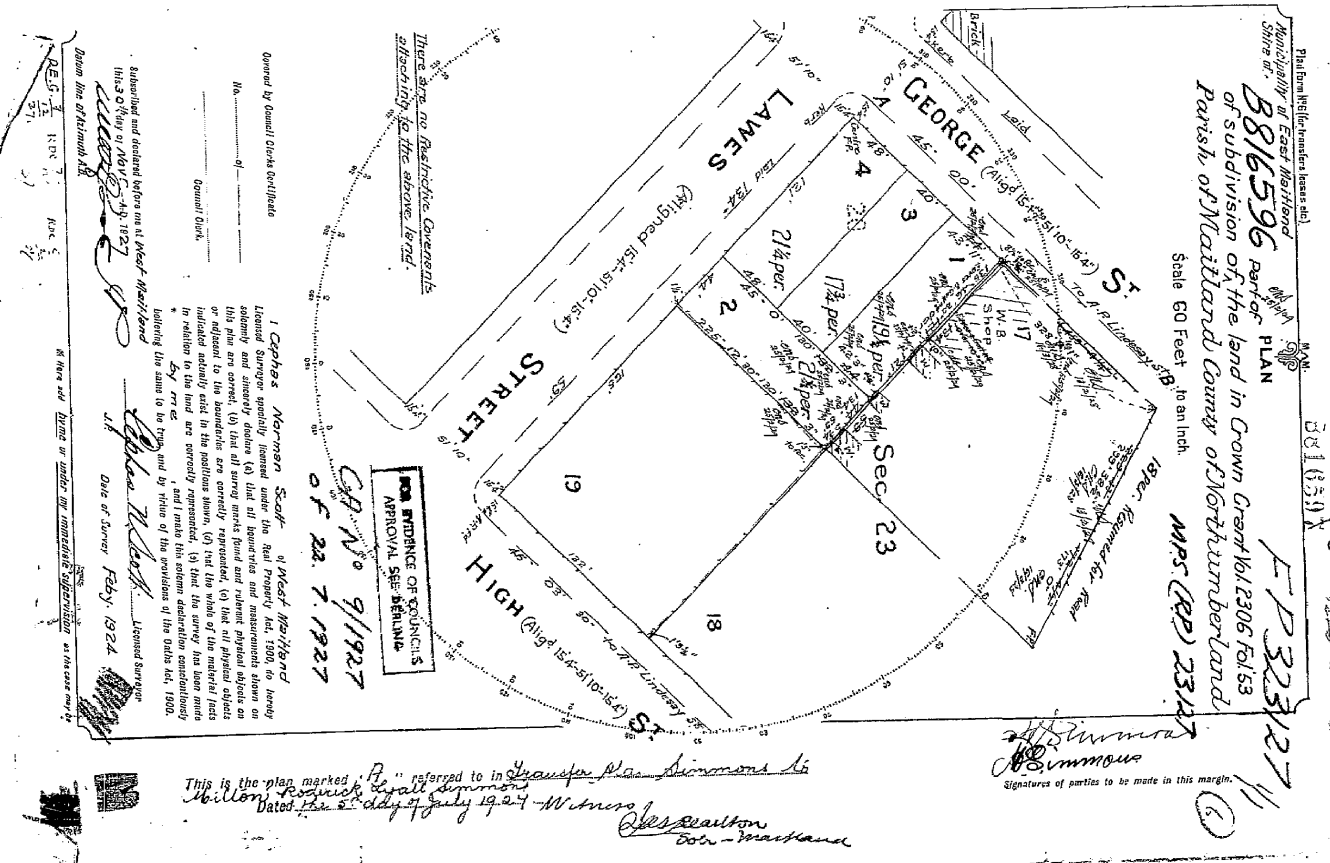
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending

PRINTED ON 21/10/2024



CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS			
FEET	INCHES	METRES	
1	1/2	0.036	
3	1/2	0.089	
8	1/2	0.216	
10		0.305	
1	9	0.281	
1	1/2	0.036	
15		0.427	
30		0.894	
40		1.219	
42		12.472	
43		13.368	
44		13.411	
44		13.557	
48		14.630	
51		16.799	
51		19.660	
64		25.178	
82		25.622	
84		33.445	
109		36.881	
121		39.624	
130		40.005	
131		40.234	
132		40.310	
163		49.671	
165		50.292	
173		52.730	
328		100.000	
396		120.701	
396		120.764	
AC RD	P	SO M	
1	17 3/4	448.9	
1	18	455.3	
1	19	480.6	
1	21	531.1	
1	21 1/4	537.5	

Lodger Details

Lodger Code 503108
Name LAMBTON LAW
Address 112 ELDER ST
LAMBTON 2299
Lodger Box 1W
Email LAMBTONLAW@BIGPOND.COM
Reference 2211251 CHAPPLE

For Office Use Only

AS378087

LEASE

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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.

Land Title Reference

3/323127

Land Extent

PART OF THE LAND

Part Land Description

PART FOLIO IDENTIFIER 3/323127 BEING PREMISES KNOWN AS 108B GEORGE STREET, EAST MAITLAND

Lessor

Given Name(s) RICHARD ANDREW
Family Name CHAPPLE
Given Name(s) NATALIE JAYNE
Family Name CHAPPLE

Lessee

Name JON GRAINGER PSYCHOLOGY PTY LTD
ACN 610595607
Tenancy (inc. share) SOLE PROPRIETOR

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

Lease Details

Term 5 YEARS
Commencing Date 01/06/2021
Terminating Date 31/05/2026
Option to Renew YES
Option to Renew Period 5 YEARS
Option to Purchase NO
Rent Details
Amount 35520.00
Payment Frequency Year
Payment Terms in advance; on the first day of each month; in twelve (12) equal instalments equivalent to one twelfth of the yearly rent.
Rent Description The sum of thirty five thousand, five hundred and twenty dollars and nil cents per annum inclusive of GST

Conditions and Provisions

See attached CONDITIONS AND PROVISIONS

THE SUBSCRIBER VERIFIES THAT THE ATTACHED LEASE HAS BEEN SIGNED BY OR ON BEHALF OF A PERSON PURPORTING TO BE THE LESSEE.

THE LESSOR DECLARES, TO THE BEST KNOWLEDGE OF THE SUBSCRIBER, THAT REGISTRATION OF THE LEASE IS NOT PRECLUDED BY ANY OPTION OF RENEWAL/PURCHASE IN A REGISTERED LEASE.

Lessor Execution

The Certifier has taken reasonable steps to verify the identity of the lessor or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	RICHARD ANDREW CHAPPLE NATALIE JAYNE CHAPPLE
Signer Name	MARK EDWARD HANLON
Signer Organisation	LAMBTON LAW PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	10/08/2022

Form 512
Release: 4.5

LEASE
New South Wales
Real Property Act 1900

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

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

STAMP DUTY

Revenue NSW use only

(A) **TORRENS TITLE**

Property leased

PART FOLIO IDENTIFIER 3/323127 BEING PREMISES KNOWN AS 108B, GEORGE STREET, EAST MAITLAND

(B) **LODGED BY**

Document
Collection
Box

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

CODE

Reference:

L

(C) **LESSOR**

RICHARD ANDREW CHAPPLE AND NATALIE JAYNE CHAPPLE

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

(D)

Encumbrances (if applicable):

(E) **LESSEE**

JON GRAINGER PSYCHOLOGY PTY LTD ACN 610 595 607

(F)

TENANCY:

(G) 1. **TERM FIVE (5) YEARS**

2. **COMMENCING DATE** 1 JUNE 2021

3. **TERMINATING DATE** 31 MAY 2026

4. With an **OPTION TO RENEW** for a period of **FIVE (5) YEARS**

set out in clause 4.1 of **ANNEXURE A**

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

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

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

8. Incorporates the provisions set out in **N.A.**

No. **N.A.**

9. The **RENT** is set out in item No. 1 of **THE REFERENCE SCHEDULE**

DATE 23/2/22

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

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

Signature of witness: M. Eggleston

Signature of lessor: M. Lawrence
R. Chubb

Name of witness: MIRANDA EGGLESTON
Address of witness:

112 ELOER ST
LAMBTON NSW 2299

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: Jon Grainger Psychology Pty Ltd ACN 610 595 607

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: Jon Anthony Grainger

Signature of authorised person:

Name of authorised person: Jon Anthony Grainger
Office held: Sole Director/Secretary

Name of authorised person:
Office held:

(I) STATUTORY DECLARATION*

I

solemnly and sincerely declare that—

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

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

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

in the presence of of ,

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

☐ Other qualified witness [specify] ,

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

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

Signature of witness:

Signature of applicant:

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

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

**THIS IS THE REFERENCE SCHEDULE REFERRED TO IN THE LEASE
BETWEEN RICHARD ANDREW CHAPPLE AND NATALIE JAYNE CHAPPLE AS
LESSORS AND JON GRAINGER PSYCHOLOGY PTY LTD ACN 610 595 607 AS
LESSEE**

ITEM 1 – YEARLY RENTAL (Clause 2.1)

*The sum of thirty five thousand, five hundred and twenty dollars and
Nil cents (\$35,520.00) per annum inclusive GST*

ITEM 2 – RENT REVIEW DATES

- a) **By a fixed amount or percentage** (Clause 2.4(a))
1 June 2022 and on 1 June in every successive year
- b) **Market Rent Review Date** (Clause 2.4(b))
On first day of renewed term if option for renewal is exercised

ITEM 3 – OPTION FOR RENEWAL OF LEASE PERIOD (Clause 4.1)

Five (5) years

ITEM 4 – OPTION TO PURCHASE (Clause 4.4)

Not applicable

ITEM 5 – PERMITTED USE (Clause 6.1)

Office and provision of psychology services

ITEM 6 – LEASED PREMISES (Clause 1)

108B George Street, East Maitland NSW 2323 being part Lot 3 in Deposited Plan
323127 and parking in the rear area of the property

ITEM 7 – FREQUENCY OF OUTGOING INSTALMENTS (Clause 3.3)

Monthly

ITEM 8 – PROPORTION OF OUTGOINGS (Clause 3.1)

75%

ITEM 9 – LAND (Clause 1.1)

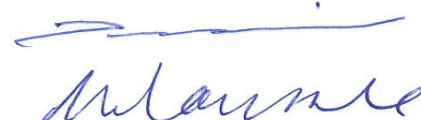
Part Folio Identifier 3/323127

ITEM 10 – SECURITY DEPOSIT (Clause 20)

One months rent and the lessee's proportion of outgoings increased by the rate of
GST (expressed as a percentage) applicable from time to time

ITEM 11 – GUARANTOR (Clause 21)

Jon Anthony Grainger



**THIS AND THE FOLLOWING 19 PAGES COMPRISE THE ANNEXURE 'A'
REFERRED TO IN THE LEASE BETWEEN RICHARD ANDREW CHAPPLE &
NATALIE JAYNE CHAPPLE AS LESSORS AND JON GRAINGER PSYCHOLOGY
PTY LTD ACN 610 595 607 AS LESSEE**

CLAUSE 1: DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this lease, unless the context otherwise requires

"Abatement Event" means the whole or any substantial part of the Leased Premises:

- a) being resumed or taken for any public purpose by any competent authority;
- b) being destroyed or damaged by fire, flood, lightening storm, tempest, earthquake or by other disabling cause or inevitable accident during the Term;
- c) being rendered substantially unfit for the use and occupation of the Lessee so as to deprive the Lessee of the substantial use of the same or so as to render, in the reasonable opinion of the Lessor, the rebuilding or reconstruction of the Leased Premises in its previous form impracticable or undesirable.

"Building" includes **"Building Component"** and means the building situated on the Land together with the fixtures, fittings, other improvements and conveniences, amenities and appurtenances (including air conditioners and machinery) attached to the Building and owned by the Lessor.

"Claims" includes actions, suits, causes of action, arbitrations, debts, dues, costs, claims, demands, verdicts and judgements either at law or in equity or arising under a statute.

"Commencement Date" means the date described as the commencing date on the front page of this lease.

"Control" means:

- a) any ability, agreement, arrangement or understanding that allows a person to control more than 50% of the entity; and
- b) the same as in Section 9 of the *Corporations Act* 2001 (Cth).

"Council" means the council having jurisdiction over the Leased Premises.

"Default Event" means:

- a) the Yearly Rent or any other money due is fourteen (14) days overdue for payment; or
- b) a failure of the Lessee to comply with any obligation (other than the payment of Yearly Rent or other money) under this Lease within fourteen (14) days (or such longer period as is reasonable in the circumstances) after the Lessee has received written notice of the breach; or
- c) an Insolvency Event occurs in relation to the Lessee.

"Essential Term" means the following:

- a) the Lessee's obligation to pay Yearly Rent within fourteen (14) days of the date on which each periodic instalment of the Yearly Rent is due (Clause 2) (this obligation remains essential even if the Lessor, from time to time, accepts late payment);

- b) all of the Lessee's obligations in Clause 3;
- c) all of the Lessee's obligations in Clause 6, except 6.7;
- d) all of the Lessee's obligations in Clause 7;
- e) all of the Lessee's obligations in Clause 9.1.

"GST" means a Goods and Services Tax, value added tax or any similar tax imposed in Australia.

"GST Law" has the meaning given to it in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) (as amended from time to time) or any re-enactment of our substitution for it and includes any regulation or statutory instrument issued under it.

"Holding Over Period" means the period described in Clause 13.1(b) of this lease.

"Index Number" means the Consumer Price Index All Groups Number (Sydney) published from time to time by the Australian Bureau of Statistics provided that if there is any suspension or discontinuance of the Consumer Price Index then "Index Number" means the Male Basic Wage.

"Insolvency Event" means the happening of any of the following events:

- a) an order is made that a body corporate be wound up; or
- b) a liquidator or provisional liquidator for a body corporate is appointed, whether or not under an order; or
- c) a resolution is passed to appoint an official manager for a body corporate; or
- d) except to reconstruct or amalgamate while solvent on terms approved by the Landlord, a body corporate does or proposes:
 - i) to enter a scheme or arrangement or composition with, or assignment for the benefit of, all or any class of creditors; or
 - ii) a re-organisation, moratorium or other administration involving all or any class of its creditors; or
 - iii) to wind up itself or otherwise dissolve itself or is otherwise wound up or dissolved.

"Land" means that land described in Item 9 of the Reference Schedule.

"Leased Premises" means the premises described in Item 6 of the Reference Schedule and all fixings, furnishings, plant machinery and equipment (if any) now or later installed in those premises by the Lessor.

"Male Basic Wage" means the New South Wales male basic wage applicable in the city of Sydney.

"Outgoings" means the costs and expenses of the Lessor incurred in respect of the Land, the building or the Leased Premises including, but not limited to:

- i) all rates, charges, assessments, duties, impositions and fees payable to any government, local government, semi-government, public or other competent body department institution or authority;
- ii) all land tax calculated on the basis that the Land is the only land owned by the Lessor;
- iii) all fire and other comprehensive insurance premiums to the extent of the full reinstatement value from time to time;
- iv) all premiums in respect of loss of Yearly Rent and of a public liability policy and premiums in respect of such other policies as the Lessor may reasonably deem proper and desirable from time to time, all policies to be upon such terms and conditions as to have such cover as the Lessor acting reasonably will from time to

- time deem prudent provided that any extra premium payable pursuant to Clause 11.6 will be borne wholly by the Lessee;
- v) all charges for water usage, gas, electricity, sewerage, drainage, garbage removal and other services supplied;
 - vi) all reasonable costs of repairs, maintenance, cleaning, renewals, replacements, painting, gardening and landscaping costs, incurred in keeping the Leased Premises, the Building or the Land in good and substantial repair, order and condition;
 - vii) all periodic instalments levied and payable pursuant to the *Strata Schemes Management Act 1966* (NSW) and the *Strata Titles (Leasehold) Act 1986* (NSW) or the *Community Land Management Act 1989* (NSW) if the Leased Premises are a lot or become a lot in relevant plan of subdivision; and
 - viii) all reasonable costs incurred in managing the Leased Premises, the Building or the Land.

“**Person**” includes a corporation.

“**Prescribed Rate**” means two per centum (2%) per annum above the standard overdraft rate of interest charged as the relevant date by Westpac Banking Corporation or its successors or assigns for an overdraft accommodation for an amount of one hundred thousand dollars (\$100,000.00).

“**President**” means the President for the time being of the Australian Property Institute, NSW Division.

“**Proposed Land**” means such part of the Land as may be created if the Land is subdivided pursuant to the right of the Lessor to do so in Clause 6.10 of this Lease.

“**Taxable Supply**” means any supply of goods or services by or on behalf of the Lessor:

- a) to the Lessee under this Lease; or
- b) otherwise to the Lessee in respect of the Leased Premises.

“**Term**” means the term described as the term on the front page of this Lease and includes, where applicable, the Holding Over Period.

“**Valuer**” means a person nominated by the President who is a full member of the Australian Property Institute, NSW Division and has not less than five (5) years experience as a valuer and is the holder of a licence to practice as a valuer of premises similar to the nature of the Leased Premises.

“**Yearly Rent**” means the Yearly Rent stipulated in Item 1 of the Reference Schedule as varied from time to time under this Lease.

Interpretation:

- 1.2 Headings and Index:** Headings and sub-headings are included for ease of reference and none of the terms of this Lease are to be construed or interpreted by reference to such headings or sub-headings.
- 1.3 Joint and Several Liability:** Where two or more persons are Lessees or Guarantors or where any obligation in this Lease is to be undertaken by two or more persons, the covenants and obligations are to be performed by them jointly and each of them severally.

- 1.4 Plurals and Genders:** Words importing the singular or plural number include the plural and singular numbers respectively and words of each gender include any other gender.
- 1.5 Severability:** If any term of this Lease becomes invalid or unenforceable the remaining terms of this Lease will not be affected and will be valid and enforceable to the fullest extent permitted by law.
- 1.6 Statutes and Regulations:** References to statutes, regulations, ordinances or by-laws are deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same.
- 1.7 Independent Obligations:** The respective obligations of the parties to this Lease whether positive or negative are construed upon the basis that each obligation is a separate and independent obligation made by one party in favour of the other party.
- 1.8 Implied Covenants:**
- a) None of the covenants and powers implied in a lease by virtue of Sections 84 and 85 of the *Conveyancing Act* 1919 (NSW) apply to this Lease except so far as they are embodied in the terms of this Lease
 - b) Section 84A of the *Conveyancing Act* 1919 (NSW) does not apply to this Lease.
 - c) The use in this Lease of any works in any of the forms of works contained in the first column of Part II of the Fourth Schedule to the *Conveyancing Act* 1919 (NSW) does not imply any covenant under Section 86 of that Act.
- 1.9 Execution of Implied Terms:** This Lease embodies the entire agreement between the parties and supersedes all previous negotiations and agreements in relation to the transaction.

CLAUSE 2: RENT

- 2.1 Yearly Rent:** The Lessor will on and from the Commencement Date and for Term pay to the Lessor:
- a) without demand from the Lessor;
 - b) free of exchange and without deduction whatsoever;
- the Yearly Rent specified in Item 1.
- 2.2 Manner of Payment:** Subject to clauses 2.1 and 2.3 the Yearly Rent is payable:
- a) in advance;
 - b) on the first day of each month;
 - c) in twelve (12) equal instalments equivalent to one twelfth of the Yearly Rent.
- 2.3 Apportionment for Broken Periods:**
- a) If the Term commences on a day other than the first day of a month, the Lessee will pay a proportionate part of that month's instalment.
 - b) If the Term ends prior to the expiration of a full month, the Lessee will pay a proportionate part of that month's instalment.
- 2.4 Rent Reviews:**
- a) **Fixed Percentage:** On each date stipulated in Item 2(a) of the Reference Schedule the Yearly Rent will be increased by a fixed percentage of three (3%) per cent.

- b) **Market Rent Reviews:** On each date stipulated in Item 2(b) of the Reference Schedule the Yearly Rent will be reviewed to the current annual market rent as agreed between the Lessor and the Lessee prior to such date and in default of agreement prior to such date, then the following procedure will apply:
- i) either the Lessor or the Lessee may request the President or some person nominated by him to nominate a Valuer to make a final determination of the current annual market rent as at the relevant date;
 - ii) The Valuer will undertake his valuation of the current annual market rent on the following basis and take into consideration the following matters:
 - a) be deemed to be acting as an expert and not as an arbitrator;
 - b) exclude the value of any goodwill attributable to the Lessee's business and the value of the Lessee's fixtures and fittings in the Leased Premises and will also exclude any deleterious condition of the Premises if such condition results from any breach of any term of this Lease by the Lessee;
 - c) have regard to the terms and conditions of this Lease, in particular to any liability on the part of the Lessee to pay a contribution to the Outgoings of the Land pursuant to Clause 3 and to the period of time until the next Review Date;
 - d) have regard to the rent value of comparable premises to the Leased Premises; and
 - e) have regard to fixtures and fittings and other improvements and machinery owned by the Lessor and included in the Lease Premises.
 - iii) The costs incurred in the determination of such current annual market rent will be borne by the Parties equally.

General Matters for Rent Reviews:

- 2.5 If the same date is stipulated in more than on sub-item of Item 2 in the Reference Schedule then the greater of the Yearly Rent determined using each method will apply on and from that date.
- 2.6 If the Yearly Rent determined pursuant to this Clause 2 is less than the Yearly Rent payable prior to such determination then the Yearly Rent payable during the Term immediately prior to such determination will apply.
- 2.7 Any variation in the Yearly Rent provided for in this Lease will apply from the relevant date stipulated in Item 2 of the Reference Schedule notwithstanding that such Yearly Rent may be determined after that date.

CLAUSE 3: OUTGOINGS

- 3.1 **Payment by Lessee:** The Lessee must pay to the Lessor the proportion of Outgoings attributable to the Leased Premises for the Term.
- 3.2 **Estimate:** The Lessor will as soon as practicable after the Commencement Date and then as soon as practicable after 1 July in each year of the Term, advise the Lessee of the likely Outgoings and give an estimate of the amount payable by the Lessee for Outgoings for the period stipulated by the Lessor.
- 3.3 **Payment:** The Lessee must pay the amount advised as estimated Outgoings by equal instalments in advance, at the intervals stipulated in Item 6 of the Reference Schedule, commencing from the Commencement Date and ending on the expiration of the Term.
- 3.4 **Updated Estimates:** The Lessee will continue to pay the estimated amount advised by the Lessor pursuant to the preceding subclause unless and until the Lessor gives the

Lessee or updated details of the likely Outgoings and gives an estimate of the new amount payable by the Lessee for future periods.

3.5 Determination: The Lessor must as soon as practicable after 30 June in each year of this Lease or at the expiration of the Term advise the Lessee of the actual proportion of Outgoings payable by the Lessee under this Lease.

3.6 Adjustments: If the amount paid by the Lessee on account of estimated Outgoings for any period is less than the amount of actual Outgoings for that period, then the Lessee will as soon as practicable after notification, pay the difference to the Lessor.

3.7 Adjustments: If the amount paid by the Lessee on account of estimated Outgoings for any period is greater than the proportion of Outgoings payable by the Lessee then the Lessor will either:

- a) if this Lease has been validly terminated or has expired, refund such difference to the Lessee; or
- b) in all other cases, allow such difference to the Lessee against the instalment payments on account of estimated Outgoings next due.

3.8 Broken Periods: The proportion of Outgoings attributable to the Leased Premises and payable by the Lessee will be determined:

- a) in the case of the first broken period, from the Commencement Date to the 30th day of June next following;
- b) in the case of the last broken period, from the 30th day of June last preceding the date of expiration of this Lease to the actual date of expiration; and
- c) in all other cases, for each period of twelve (12) months expiring on 30 June in each year of the Term.

3.9 Lessee's Proportion of Outgoings: The proportion of Outgoings payable by the Lessee pursuant to this Clause 3 will be:

- a) where the Outgoings are levied for the Leased Premises only, the Lessee is liable for all such Outgoings;
- b) where the Outgoings are levied for the Land only, the Lessee is liable for that percentage indicated in Item 7 of the Reference Schedule.
- c) where the Land is subdivide by the Lessor so as to create the Proposed Land then:
 - i) Clause 3.9(b) will not apply; and
 - ii) the Lessee will be liable for that proportion of Outgoings calculated in accordance with the following formula:-

$$LP = O \times \frac{\text{Area of PL}}{\text{Area of L}} \times \frac{\text{Area of DP}}{\text{Area of all premises on PL}}$$

Where:

“LP” = The proportion of Outgoings payable by the Lessee;

“O” = All Outgoings other than Outgoings levied for the Leased Premises only;

“PL” = Proposed Land;

“L” = Land;

“DP” = Leased Premises.

CLAUSE 4: OPTION FOR RENEWAL OF LEASE/PURCHASE

4.1 Option for Renewal:

If the Lessee:

- a) desires to take a renewed lease from the expiration of the Term of the Leased Premises for the further term stipulated in Item 3 of the Reference Schedule;
- b) gives to the Lessor not less than three (3) months' and not more than six (6) months' previous notice in writing of that desire (in respect of which time is of the essence);
- c) in the meantime duly pays the Yearly Rent, Outgoings, GST and all other moneys payable pursuant to this Lease; and
- d) is not at the date of the notice nor at the expiration of the Term in breach of this Lease except to the extent to which any breach, non-observance or non-performance has been waived or excused by the Lessor;

then the Lessor will at the cost and expense of the Lessee, lease to the Lessee the Leased Premises for the further term stipulated in Item 3 of the Reference Schedule upon the same terms and conditions as this Lease, with the exception of this present condition.

- 4.2 New Yearly Rent:** The Yearly Rent for the first year of the renewed lease will be determined in accordance with Clause 2.4(c) as if the first date of the renewed lease were a review date under this Lease.
- 4.3 Lapse of Option:** The right to take a renewed Lease for a further term will lapse if the Lessee fails to give the notice required by Clause 4.1(b).

CLAUSE 5: RESUMPTION OR DAMAGE TO LEASED PREMISES

- 5.1 Termination:** If an Abatement Event occurs then notwithstanding anything contained or implied in this Lease, this Lease may be terminated without right or claim for compensation by either the Lessor or the Lessee by not less than one (1) months' notice in writing to the other.
- 5.2 Antecedent Rights:** Any termination in accordance with the provisions of Clause 5.1 will be without prejudice to the rights of either the Lessor or the Lessee in respect of any antecedent breach or non-observance of this Lease.
- 5.3 Abatement:** If an Abatement Event occurs then the Yearly Rent, Outgoings and GST payable under this Lease or a fair and just proportion of them according to the nature and extent will abate and all remedies for the recovery of such Yearly Rent or Outgoings or a fair and just proportion will be suspended until either:
 - a) the Leased Premises are rebuilt or reconstructed or made fit for the occupation and use of the Lessee; or
 - b) the Lease is terminated pursuant to the provisions of Clause 5.1.
- 5.4 No Obligation to Rebuild or Re-Instate:** Nothing contained or implied in this Lease imposes any obligation upon the Lessor to rebuild or re-instate the Leased Premises or make them fit for occupation and use, provided that the Lessor will have the right at all reasonable times, with workmen and others and all necessary materials and appliances, to enter upon the Leased Premises for the purpose of re-building or re-instating the Leased Premises or making them fit for occupation and use by the Lessee.

CLAUSE 6: USE OF THE LEASED PREMISES BY THE LESSEE

- 6.1 Business Use:** The Lessee will not use or permit to be used the Leased Premises or any part of them for any purpose other than the use stipulated in Item 4 of the Reference Schedule.
- 6.2 No Noxious Use of Premises:** The Lessee will not at any time during the Term:
- a) use the Leased Premises or permit them to be used for any noxious, noisome or offensive act, trade, business, occupation or calling;
 - b) do, permit or omit to prevent any act on the Leased Premises which may cause annoyance, nuisance, grievance, damage or disturbance to occupiers or owners of adjacent premises;
 - c) use or permit to be used the Leased Premises for any illegal purpose or activity; or
 - d) dispose or permit to be disposed any hazardous substances or contaminants in the Leased Premises or on the Land.
- 6.3 Exterior Signs:**
- a) The Lessee will not, without the prior written consent of the Lessor, whose consent will not unreasonably be withheld, erect, paint or place upon the exterior of the Leased Premises signs, lights, embellishments, advertisements, names or notices.
 - b) Upon expiration or sooner determination of the Lease, the Lessee will at its own expense, remove any signs, lights, embellishments, advertisements, names or notices put by the Lessee upon the exterior of the Leased premises and the Lessee will make good any damage caused by such removal.
 - c) The Lessee will be permitted to keep the signage currently in place.
- 6.4 Heavy Installations:**
- a) The Lessee will not bring upon the Leased Premises any heavy machinery or other plant or equipment other than that used in the ordinary conduct of the Lessee's business, without the consent of the Lessor, (whose consent will not be unreasonably withheld).
 - b) In no event will any such machinery, plant or equipment be of such nature, weight or size as to cause or, in the reasonable opinion of the Lessor, be likely to cause, any structural or other damage to the floors or walls of the Leased Premises.
- 6.5** Before the Lessee brings any equipment, plant or machinery upon the Leased Premises (other than office equipment and furnishings) the Lessee will inform the Lessor of the Lessee's intention to do so and the Lessor may direct the routing, installation and location of all such machinery plant and equipment and the Lessee will observe and comply with all such reasonable directions.
- 6.6 Lessee's Compliance with Laws:**
- a) The Lessee will at its cost comply with all laws and the Lessee will indemnify the Lessor for any failure in this regard.
 - b) The Lessee is not required to carry out nor has any liability to the Lessor for any required structural repairs or alterations not caused by the Lessee.
 - c) The Lessee will not do, permit or omit to do any act by reason of which the Lessor may incur any penalty, damages, compensation, fees, costs, charges or expenses or become liable to perform any work.
- 6.7 General Provisions on Use:** The Lessee agrees that:

- a) the Lessee will give to the Lessor prompt notice of any breakages to or defect in the water pipes, air-conditioning ducts, electrical lights or other fittings;
- b) the Lessee will advise the Lessor and the managing agent of the Leased Premises of the private address and telephone number of the Lessee's manager and inform them promptly of any change in such address and phone number;
- c) all electrical light globes and tubes which may become damaged or worn out, or fail to light, and any light which may become damaged or fail to operate will be replaced by the Lessee at the cost of the Lessee; and
- d) all keys belonging to the Leased Premises held by the Lessee during its occupancy, whether or same have been provided by the Lessor or made or procured by such Lessee for its own use, will be surrendered to the Lessor on the termination of the tenancy.

6.8 Lessor does not Warrant Use of Premises: The Lessor does not expressly or impliedly warrant that the proposed use of the Leased Premises by the Lessee is an approved use by the Council, that the Leased Premises or any part of them are or will remain suitable or adequate for all or any of the purposes of the Lessee and all warranties (if any) as to suitability and adequacy of the Leased Premises implied by the law are expressly negated.

6.9 Common Areas, Carparking and Accessways:

- a) The Lessee has the exclusive right to use car spaces on the Land.
- b) The Lessee and its invitees is entitled to use the driveway of the property and landing and ramp leading into the Building on the Land for the purpose only of ingress and egress to and from the Leased Premises.

6.10 Subdivision and Joint Services: The Lessor reserves the right:

- a) to install, maintain, use, repair, alter and replace pipes, ducts, conduits, cables and wires leading through the Leased Premises and to run water, air, electricity, sewerage, drainage and other utility services through such pipes, ducts, conduits and wires and to enter upon the Leased Premises for such purpose, provided that in exercising such rights the Lessor will not interfere in the Lessee's use and occupation of the Leased Premises to any extent greater than may be reasonably necessary;
- b) to register a plan of subdivision of the Land including the creation of a lot in a strata, neighbourhood, precinct or community scheme under the *Strata Schemes (Freehold Development) Act 1973 (NSW)*, the *Strata Schemes (Leasehold Development) Act 1986 (NSW)* or the *Community Land Management Act 1989 (NSW)* provided that such plan of subdivision does not derogate from the rights of the Lessee under this Lease.
- c) In regards to any air conditioning unit, either already fitted and installed in the premises or installed at a later date, the Lessee will be responsible for the servicing and repairs to the unit at its own cost.
- d) The Lessee must ensure that the unit is serviced by a professional trades person no less than every six (6) months.
- e) In the case of a breakdown where the unit is required to be replaced, the Lessors will be responsible for the replacement of the Unit at the Lessors own cost.

CLAUSE 7: ASSIGNMENT AND SUB-LETTING

7.1 No Assignment or Sub-letting:

- a) The Lessee will not:
 - i) assign, sub-let, part with or share the possession of the Leased Premises or any part of them;

- ii) grant any licence or mortgage charge or otherwise deal with or dispose of the Leased Premises or any part of them;

without the prior consent of the Lessor.

b) The Lessor's consent will not be unreasonably withheld if:

- i) the Lessee is not in default of the covenants to be performed by the Lessee under this Lease;
- ii) the proposed assignee or sub-Lessee is proven to the reasonable satisfaction of the Lessor to be a respectable, responsible and solvent person or corporation capable of adequately carrying on the business permitted under this Lease;
- iii) that person enters into an agreement with the Lessor in the form required by the Lessor to comply with the covenants and conditions to be performed by the Lessee under this Lease; and
- iv) the assignee or sub-Lessee pay to the Lessor its costs and disbursements incidental to the giving of its consent and furnishes such guarantees for payment and performance of this Lease as are reasonably required by the Lessor.

7.2 Lessee not to Issue Additional Shares: If the Lessee is a corporation, other than a corporation listed on the Australian Stock Exchange, then any change in the shareholding of the Lessee which alters the control of the Lessee is for the purposes of this Lease deemed a proposed assignment of this Lease.

7.3 The Lessee will not register or record in its books any transfer of any shares in the capital of the Lessee, nor deal with any beneficial interest in such shares, or take any action having the effect of altering the Control of the Lessee or having the effect of altering the shareholders of the Lessee who, at the date of this Lease, together beneficially hold or control less than 51% of the voting rights of the capital in the Lessee, without the prior written consent of the Lessor, which the Lessor will not unreasonably withhold if the provisions of Clause 7.1 are complied with (so far as applicable).

CLAUSE 8: LIGHT POWER, AIR-CONDITIONING, WATER & TELEPHONE

8.1 Source of Light and Power: The Lessee will not use any form of light, power or heat other than that generated by electrical current or gas supplied through meters, except in the case of failure in the supply.

8.2 No Alterations to Electrical Installations: The Lessee will not without the prior written consent of the Lessor (which consent will not unreasonably be withheld) make any alterations or additions to the electrical installations or wiring of the Leased Premises, nor install any electrical equipment on the Leased Premises which overloads the cables, switch-boards or sub-boards through which electricity is conveyed to the Leased Premises.

CLAUSE 9: MAINTENANCE AND REPAIR

9.1 Repair of Premises during Lease: The Lessee will keep the Leased Premises in good and substantial repair, working order and condition, (having regard to their condition at the commencement of the Lease), reasonable wear and tear, damage by fire, flood, lightning storm, tempest, act of God, war damage, and earthquake exempted.

9.2 Nothing contained in this Clause will impose any obligation upon the Lessee to do any work of a structural or capital nature except as may be occasioned by the act, neglect or default of the Lessee or by its use or occupancy of the Leased Premises.

- 9.3** For clarity, notwithstanding any other term in this Lease, the Tenant is not responsible for:
- a) Latent Defects;
 - b) Structural Repairs (repairs to the structure of the Building, such as the foundations, floors, walls and load bearing columns), unless the need for repair occurred:
 - i) through the conduct or negligence of Tenant or of persons for whose conduct Tenant is legally liable;
 - ii) through Tenant's use and occupation of the Leased Premises or the use of fixtures, plant and machinery in the Leased Premises;
 - c) the condition of the Leased Premises at the commencement of this Lease;
 - d) fair wear and tear since the commencement of this Lease, throughout the term of this Lease;
 - e) repairs required as a result of natural disasters, deliberate damage or accident, such as fire, flood, storm, earthquake, explosion, which are beyond Tenant's responsibility or control, unless:
 - i) the damage occurred as a result of or was substantially contributed to by Tenant's negligence;
 - ii) Landlord is legally unable to recover from its insurer insurance money for the damage because of some act, neglect, default or misconduct by Tenant or by other persons for whose conduct Tenant is responsible.
- 9.4 Repair on Termination of the Lease:** The Lessee will at the expiration or sooner determination of this Lease yield upon the Leased Premises to the Lessor in good and substantial repair, order and condition (having regard to their condition at the commencement of this Lease), clean and free from rubbish.
- 9.5** The Lessee will, without affecting the generality of the preceding Clauses 9.1, 9.2 and 9.3 of this Clause, at the Lessee's expense:
- a) **Painting and Papering:** Upon termination of the lease, the Lessee will paint and if applicable, wallpaper, in colours nominated by the Lessor, with reasonable materials and to reasonable standards, all parts of the interior of the Leased Premises.
 - b) **Cleaning:** cause the Leased Premises to be regularly cleaned in a proper and workmanlike manner, keep the Leased Premises free from dirt and rubbish, and store all trade waste and garbage in proper receptacles installed by the Lessee and arrange for their regular removal from the Leased Premises.
 - c) **Replacement of Breakages Etc:** immediately repair and replace all broken glass with glass of the same or similar quality or any other part of the Leased Premises where damage is occasioned, unless such repair and replacement is the responsibility of the Lessor, having arisen as a result of an act or omission of the Lessor, its employees or agents.
- 9.6 Drains and Waste Pipes:** The Lessee will at all times and at its own expense keep clean and free of blockages all gutters, drains, waste pipes and grease traps in or leading from the Leased Premises.
- 9.7 Premises to be Kept Free of Pests:** The Lessee will take all reasonable precautions to keep the Leased Premises free of rodents, vermin, insects, pests, birds and animals and in the event of failing to do so will, if and when so required by the Lessor, but at the cost of the Lessee, employ pest exterminators approved by the Lessor.

CLAUSE 10: ALTERATIONS

- 10.1 No Alteration to Leased Premises:** The Lessee will not without the prior written consent of the Lessor, which consent will not be unreasonably withheld, make any structural alterations or additions to the Leased Premises.
- 10.2 Installation of Fixtures:** The Lessee will not without the previous consent in writing of the Lessor, which consent will not be unreasonably withheld, install any fixtures including water, gas or electrical equipment or appliances or any apparatus for illuminating, air-conditioning, heating, cooling or ventilating the Leased Premises, nor will the Lessee, with like consent, mark, paint or drill or in any way deface or damage any walls, ceilings, partitions, floors or other part of them.
- 10.3 Partitioning:** The Lessee will not without the previous consent in writing of the Lessor, which consent will not be unreasonably withheld, install or alter any partitioning equipment (other than unfixed furnishings or unfixed business equipment) or other installation in the Leased Premises.
- 10.4 Removal and Ownership of Fixtures and Partitioning:** Unless otherwise agreed in writing between the parties, all partitioning, other fixtures and installations installed by the Lessee will remain the property of the Lessee, who will be responsible for their maintenance and repair and will be removed by the Lessee immediately prior to the expiration or sooner determination of this Lease.
- 10.5** If the Lessee does not remove the partitioning, other fixtures and installations installed by the Lessee, then the Lessor may at the expense of the Lessee dispose of the same or elect that they will become the property of the Lessor and in either case, the Lessor will incur no obligation or liability to the Lessee by doing so.
- 10.6** The Lessee will make good all damage occasioned by such removal, whether by the Lessee or the Lessor, and will re-instate the Leased Premises to the condition existing prior to their installation or alteration and if the Lessee fails to make good or re-instate them by the date of the expiration or sooner determination of this Lease, the Lessor may do so and the Lessee will pay the cost of doing so to the Lessor upon demand.
- 10.7** Subject to clause 9, upon vacating the property the Lessee will not be required to remove any installed items, fixtures or alterations approved by the Lessor.
- 11 Lessor's Right to Inspect and Repair:**
- a) The Lessor, its employees and agents may at all reasonable times upon giving the Lessee reasonable notice (except in the case of emergency when no notice is required) enter the Leased Premises and view the state of repair.
 - b) The Lessor may serve on the Lessee a notice in writing of any defect (the repair of which is the Lessee's obligation under this Lease) requiring the Lessee to repair the defect.
 - c) In default of the Lessee so doing to the satisfaction of the Lessor or its architect, the Lessor, its employees and agents may enter and execute the required repairs.
 - d) All costs, including incidental costs, insurances and consultants' reasonable fees will be payable by the Lessee to the Lessor immediately.
- 11.1 Lessor may Enter to Repair:** The Lessee will permit the Lessor at all times, on reasonable notice, to carry out repairs, renovations, maintenance, modifications, extensions or alterations to the Leased Premises or to any part of them deemed necessary or desirable by the Lessor and which are not the responsibility of the Lessee, provided the Lessor causes as little disturbance to the Lessee as it practicable.
- 11.2 Requirements of Public Authorities:**

- a) The Lessor or those authorised by it can comply with any notice served upon the Lessor or the Lessee by any state, municipal or other competent authority.
- b) Nothing contained in this Clause will be deemed to oblige the Lessor to exercise any of the powers contained in this Lease, not to relieve the Lessee of any obligation contained in this Lease.

11.3 Powers and Conduct of Lessor: For the purpose of exercising any of the powers conferred in this Clause the Lessor, its employees and agents will be entitled to enter upon the Leased Premises and remain there as long as is reasonably necessary, provided that in so doing as little inconvenience will be caused to the Lessee as is practicable.

11.4 Notice of Accident or Defect in Services: The Lessee will give to the Lessor prompt notice in writing of any accident to, defect, or want of repair in any services to, or fittings in, the Leased Premises and of any circumstances likely to cause any danger to the Leased Premises or any person in them.

CLAUSE 12: INSURANCES

12.1 The Lessee not to Void Insurances: The Lessee will not at any time do or permit to be done anything upon the Leased Premises or the Land whereby any insurances may be vitiated, rendered void or voidable or (except with the approval in writing of the Lessor) whereby the rate of premium on any such insurances will be liable to be increased.

12.2 No Inflammable Substances: Without prejudice to the generality of any other provision of this Lease, the Lessee will not (Unless expressly approved in writing by the Lessor) store chemicals, inflammable liquids, acetylene, gas or alcohol, volatile or explosive oils, compounds or substances upon the Leased Premises and will not use any such substances in the Leased Premises for any purpose.

12.3 Compliance with Fire Regulations:

- a) The Lessee will comply with insurance, sprinkler and/or fire alarm regulations in respect to any partitions which may be erected by the Lessee.

12.4 Insurance to be Taken Out by the Lessee: The Lessee will effect on or before the Commencement Date and will keep current during the Term:

- a) a replacement and reinstatement policy covering the Lessee's improvements and fittings, fixtures, stock in trade, exterior signs in or associated with the Leased Premises, against fire, explosion, storm and tempest, damage by aircraft, earthquake and against such other risks as the Lessee may from time to time reasonably deem appropriate;
- b) adequate public risk insurance (to a minimum of \$10,000,000.00); and
- c) a replacement and reinstatement policy covering all plate glass in the Leased Premises against breakages.

12.5 Evidence of Insurance: Whenever reasonably required by the Lessor (but not more than once in any year) the Lessee must provide the Lessor with evidence of the insurances effected by the Lessee.

12.6 Lessee to Pay Additional Insurance Premiums: The Lessee will pay all extra premiums of insurance on the Leased Premises and its contents if any are required on account of the extra risk caused by the use to which the Leased Premises are put by the Lessee, even if such use has been approved by the Lessor.

- 12.7 Joint Names:** The Lessee will ensure that all policies referred to in Clause 11.4 are taken out in the name of the Lessee with the interests of the Lessor noted on the policies.
- 12.8** The Lessee must ensure that any policy of insurance the Lessee is required to take out under this Lease provides for the insurer to pay, in addition to any amount paid on a claim, an amount on account of any GST payable by the insured on receipt of that payment.

CLAUSE 13: RELEASES AND INDEMNITIES

13.1 Accidents:

- a) The Lessee agrees to occupy the Leased Premises at the risk of the Lessee and releases to the full extent permitted by law the Lessor, its agents and employees, in the absence of any negligence or wilful default on their part, from all Claims resulting from any accident, damage or injury occurring in the Leased Premises.
- b) The Lessee expressly agrees that in the absence of any such negligence or wilful default, the Lessor will have no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Lessee.

13.2 Lessee's Indemnities:

- a) The Lessee will compensate and meet all claims of:
 - i) the landlord for the loss of or damage to part or whole of the Premises;
 - ii) any person for the loss of or damage to their personal property, and
 - iii) any person for personal injury or death as a result of any accident or neglect or a deliberate or careless act on the Premises or a breach of any conditions of the lease by the Tenant, their employees or agents or any person present on the Premises with consent of the Tenant, their employees or agents.
- b) In such circumstances the Tenant shall meet all claims whether they are made directly against them or against the Landlord, any resultant repairs to the Premises or to any other parts of the building shall be carried out at the expense of the Tenant by a builder or tradesperson approved by the Landlord.

CLAUSE 14: LESSORS COVENANTS

14.1 The Lessor agrees with the Lessee that:

- a) **Quiet Enjoyment:**
 - i) if the Lessee pays the Yearly Rent and Outgoings; and
 - ii) duly performs the provisions of this Lease;then the Lessee may peacefully enjoy the Leased Premises without any interruption or disturbance from the Lessor or any person claiming under the Lessor or having superior title to the title of the Lessor .
- b) **Holding Over:**
 - i) if the Lessee holds over after the expiration or sooner determination of the Term with the Written consent of the Lessor, then the Lessee will become a monthly tenant of the Lessor;
 - ii) such tenancy may be determined by not less than one month's notice expiring at any time;

- iii) the Lessee must pay monthly rent equivalent to a monthly proportion of the total Yearly Rent and Outgoings payable by the Lessee at the expiration or sooner determination of the Term;
- iv) the monthly tenancy will be on the same terms and conditions, mutatis mutandis, as those contained in this Lease, so far as applicable.

What are the Lessor's other obligations?

- 14.2** 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.
- 14.3** The lessor must pay all outgoings for the land or the building of which the property is part when they fall due.
- 14.4** If the property is part of a building owned or controlled by the lessor –
 - 14.4.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
 - 14.4.2 If the property has facilities and service connections shared in common with other persons the lessor must –
 - 14.4.3 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.
 - maintain the facilities and service connections reasonable conditions.
- 14.5** Where registration is necessary for the validity of this lease, the lessor must ensure that this lease is registered.
- 14.6** If a consent is need for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

CLAUSE 15: DEFAULT BY LESSEE AND TERMINATION OF LEASE

- 15.1** **Landlord's right to end the lease: Default Events:** If a Default Event occurs the Lessor may end this Lease by fourteen (14) days' written notice to the Lessee.
- 15.2** **Right of Lessor to Remedy Lessee's Default:**
 - a) If the Lessee fails to pay any money or to do anything which the Lessee has covenanted to do, then the Lessor may, without prejudice to any rights arising from such default, pay such money or to do such things by itself or its agents or employees as if it were the Lessee.
 - b) For that purpose, the Lessor, its agents and employees, may enter the Leased Premises and remain there for the purpose of doing such things.
 - c) The Lessor may recover from the Lessee all costs, including incidental costs, for the money paid or work done of the Lessee's behalf.
- 15.3** **Interest on Overdue Money:**

- a) Without prejudice to the rights of the Lessor under this Lease, the Lessee will pay to the Lessor interest at the Prescribed Rate on any moneys due to the Lessor from the Lessee but unpaid for fourteen (14) days, such interest to be computed from the due date for the payment of the moneys until the payment of such moneys in full.
- b) Interest is to be recoverable in the same manner as arrears of Yearly Rent.

CLAUSE 16: CERTAIN PROVISIONS ARE ESSENTIAL TERMS

- 16.1 Certain Covenants Deemed to be Essential Terms:** The Lessee agrees with the Lessor that the Essential Terms are essential terms of this Lease.
- 16.2 Lessor's Rights in Respect of Breach of an Essential Term:**
- a) If the Lessee breaches an Essential Term and such breach persists for fourteen (14) days, then, at the discretion of the Lessor, the Lessor is entitled, immediately or at any time after, to treat such breach as a repudiation of this Lease and terminate the Lease.
 - b) If there is a breach of an Essential Term, in addition to any other rights, the Lessor can recover damages for losses over the entire period of the Lease, including Yearly Rent for the entire Term of the Lease.
- 16.3** The Lessor will use reasonable endeavours to re-let the Leased Premises and mitigate the damages of the Lessee.
- 16.4 Exercise of Right of Re-Entry not to Discharge Lessee from its Obligations:** The exercise by the Lessor of the right of re-entry or termination given to it under this Lease will not discharge the Lessee of its obligations under this Clause.

CLAUSE 17: GENERAL PROVISIONS

- 17.1 Lessor's Non-Liability for Loss or Damage:** Notwithstanding any implications or rule of law to the contrary, the Lessor will not be liable for any damage or loss the Lessee may suffer as a result of the use or occupation of the Leased Premises by the Lessee, except to the extent that such damage or loss results from the act, omission or negligence of the Lessor, its servants, agents or employees.
- 17.2 Notice:**
- a) Any notice, demand, direction or request to be given to the Lessee maybe served upon the Lessee (whether the Lessee is a corporation or otherwise) at the Leased Premises, either personal delivery or by prepaid post.
 - b) Any such notice, demand, direction or request will be deemed to have been properly served whether actually received or not.
 - c) If a notice, demand, direction or request is signed on behalf of the Lessor by it managing agent or solicitor, or by a director, associate director, manager or secretary of the Lessor, such signed notice will be conclusive as to:
 - i) its execution; and
 - ii) the authority of the person whose name appears therein to sign the same.
- 17.3 Costs of Lease:** The Lessee will pay:
- a) the reasonable legal costs and expenses of the Lessor in relation to the Lease and any related agreement, including the obtaining of any consents, stamp duty and any other fees payable; and
 - b) the reasonable legal costs and expense of the Lessor incurred as a result of any breach by the Lessee of the Lease.

- 17.4 Inspection by Purchaser or Lessee:** The Lessee will at all reasonable times (not more than once a week and on 48 hours notice) permit the Lessor to exhibit the Leased Premises to prospective tenants or purchasers and:
- a) The Lessor will not during the term of the lease affix nor exhibit any 'for sale' notice or other signage on the Leased Premises or the external walls of the Leased Premises.
 - b) will allow the Lessor to affix and exhibit, where the Lessor thinks fit, a "To Be Let" notice, at any time within the three (3) months immediately preceding the termination of this Lease, (provided the Lessee has not exercised and option for a renewed term); and
 - c) will not remove any such notices without the written consent of the Lessor.
- 17.5 Lessor's Right to Grant Indulgences:** In respect of the Lessee's obligation to pay Yearly Rent and Outgoings, the Lessor may without prejudice to any rights or powers conferred upon the Lessor under this Lease or otherwise:
- a) grant to the Lessee any time or indulgence as to the payment of Yearly Rent and Outgoings;
 - b) compound or compromise with or release the Lessee from payment of Yearly Rent and Outgoings;
 - c) agree to the substitution of a different rent either for the unexpired Term or during any part of the Term;
 - d) extend the time for payment of any monies due on account of Yearly Rent and Outgoings;
 - e) postpone any right, power or remedy conferred upon the Lessor following upon default by the Lessee under this Lease and exercise the same at any time and in any manner;
 - f) forbear to enforce the covenants in this Lease to be performed by the Lessee or any one or more of them;
 - g) grant any other concession to the Lessee regarding the payment of Yearly Rent and Outgoings or in otherwise complying with the covenants on the part of the Lessee contained in this Lease; and
 - h) accept payment of Yearly Rent and Outgoings by the Lessor in whole or in part after default by the Lessee.
 - i) The Lessee shall not be obliged to pay for any rent review increases or outgoings not claimed within six months of the relevant anniversary of the Lease.

CLAUSE 18: GST

18.1 GST Provision:

- a) All Yearly Rent, Outgoings and any other moneys payable by the Lessee under this Lease are calculated without regard to GST.
- b) The Lessee will pay to the Lessor an amount equal to the GST determined to be payable under the GST Law ("the GST Amount") in respect of any Taxable Supply made by the Lessor under this Lease at the same time that Yearly Rent, Outgoings or other monies are to be paid under this Lease.
- c) The Lessor and the Lessee acknowledge that this Lease is subject to Division 156 of the GST Law and that the Tax Invoice details for the Lessor as supplier and the Lessee as recipient will be provided once by the Lessor and that that Invoice will then be sufficient for the balance of the Lease.

CLAUSE 19: SPECIAL CONDITIONS

19. Whereby virtue of this lease anything is required to be done by or on behalf of the owner's corporation for the strata plan, then the Lessor will procure that thing to be done but will be subject to the Lessee's obligations under the lease.

CLAUSE 20: SECURITY DEPOSIT

- 20.1 If an amount or a number of months appears in item 10 in the schedule, clause 20.2 to 20.5 applies.
- 20.2 On or before the commencement date of this lease the lessee will deliver the security deposit to the lessor.
- 20.3 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.
- 20.4 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:
- 20.4.1 The terminating date of this lease;
 - 20.4.2 The expiry date of any holding over under this lease; and
 - 20.4.3 The date that the lessee has no further obligations under this lease or at law.
- 20.5 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 specified in clause 20.4.
- 20.6 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 21: GUARANTEE

- 21.1 This clause applies if a guarantor of the lease is named in item 11 in the scheduled and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 21.2 The guarantor guarantees to the lessor the performance by the lease 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.
- 21.3 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.
- 21.4 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.
- 21.5 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 the lease or any extension or renewal but must to every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 21.6 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 any tenancy, the guarantor's obligations are not affected.
- 21.7 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.



**THIS THE EXECUTION SCHEDULE REFERRED TO IN THE LEASE BETWEEN
RICHARD ANDREW CHAPPLE & NATALIE JAYNE CHAPPLE AS LESSORS
AND JON GRAINGER PSYCHOLOGY PTY LTD ACN 610 595 607 AS LESSEE**

EXECUTED on 23RD day of February 2022

SIGNED SEALED & DELIVERED by
Richard Andrew Chapple in the presence
of:



Signature of Witness

MIRANDA EGGLESTON

Name of Witness



Signature of **Richard Andrew Chapple**

SIGNED SEALED & DELIVERED by
Natalie Jayne Chapple in the presence of:



Signature of Witness

MIRANDA EGGLESTON

Name of Witness



Signature of **Natalie Jayne Chapple**

EXEUCTED for and on behalf of **Jon
Grainger Psychology Pty Ltd ACN 610
595 607** by Authority of the Directors
pursuant to Section 127 of the
Corporations Act 2001:



Signature of Witness

Michelle Grainger

Name of Witness



Signature of Sole Director/Secretary

SIGNED SEALED & DELIVERED by
Jon Anthony Grainger as Guarantor in
the presence of:


.....
Signature of Witness

Michelle Grainger
.....
Name of Witness


.....
Signature of **Jon Anthony Grainger**

Certificate No.: PC/2024/3593

Certificate Date: 22/10/2024

Fee Paid: \$69.00

Receipt No.: 2028557

Your Reference: 241471

SECTION 10.7 PLANNING CERTIFICATE

Environmental Planning and Assessment Act, 1979 as amended

APPLICANT: Infotrack Pty Ltd

ecertificates@infotrack.com.au

PROPERTY DESCRIPTION: 108 George Street EAST MAITLAND NSW 2323

PARCEL NUMBER: 15750

LEGAL DESCRIPTION: Lot 3 DP 323127

IMPORTANT: Please read this Certificate carefully.

The information provided in this Certificate relates only to the land described above. If you need information about an adjoining property or nearby land, a separate certificate will be required.

All information provided is correct as at the date of issue of this Certificate. However, it is possible for changes to occur at any time after the issue of this Certificate.

For more information on the Planning Certificate please contact our Customer Experience team on 4934 9700.

SECTION 10.7(2)

The following matters relate to the land, as required by section 10.7(2) of the *Environmental Planning and Assessment Act (1979)* ("the Act") and clause 284 and Schedule 2 of the *Environment Planning and Assessment Regulation 2021*.

ITEM 1 - Names of relevant planning instruments and development control plans

The following environmental planning instruments and development control plans apply to the carrying out of development on the land:

State Environmental Planning Policies

The Minister for Planning has notified that the following State Environmental Planning Policies (SEPPs) shall be specified on Certificates under Section 10.7 of the *Environmental Planning and Assessment Act, 1979*.

The land is affected by the following State Environmental Planning Policies:

- SEPP65 Design Quality of Residential Apartment Development
- SEPP (Biodiversity and Conservation) 2021
- SEPP (Industry and Employment) 2021
- SEPP (Primary Production) 2021
- SEPP (Planning Systems) 2021
- SEPP (Housing) 2021
- SEPP Building Sustainability Index: BASIX 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Resources and Energy) 2021
- SEPP (Transport and Infrastructure) 2021
- SEPP (Resilience and Hazards) 2021

Local Environmental Plan (LEP)

Maitland LEP 2011, published 16 December 2011, applies to the land.

Development Control Plan prepared by Council

Maitland Development Control Plan 2011 applies to the land.

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 and:

Planning Proposal for a Local Environmental Plan

No draft local Environmental Plans that have been on public exhibition under the Act are applicable to the land.

Detailed information on draft environmental planning instruments is available at

263 High-Street
Maitland NSW 2320

t 02 4934 9700
f 02 4933 3209

info@maitland.nsw.gov.au
maitland.nsw.gov.au

All correspondence should be directed to: General Manager P.O. Box 220 Maitland NSW 2320

the NSW Department of Planning and Environment Current LEP Proposals website;
or Maitland City Council's website.

Draft Development Control Plans

No draft Development Control Plan(s) that have been on public exhibition under the Act are applicable to the land.

Draft State Environmental Planning Policies

No draft State Environmental Planning Policy(s) applying to the land is, or has been publicised the subject of community consultation or on public exhibition under the Act.

ITEM 2 – Zoning and land use under relevant planning instruments

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policies)

Zone and Land Use Table from Local Environmental Plan

E1 Local Centre

1 Objectives of zone

- To provide a range of retail, business and community uses that serve the needs of people who live in, work in 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 recognise the unique role of the Morpeth local centre as a tourist destination.

2 Permitted without consent

Home businesses; Home industries; Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat launching ramps; Boat sheds; Camping grounds; Caravan

parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring Pens; Moorings; Open cut mining; Recreation facilities (major); Residential accommodation; Resource recovery facilities; Rural industries; Sewerage systems; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

Detailed information on the land zone mapping is available at the NSW Department of Planning and Environment ePlanning Spatial Viewer website; or Maitland City Council's website.

Note: Detailed information on the local environmental plan is available at NSW Legislation – In force legislation.

Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions.

For the land zoned E1 Local Centre the Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling house on the land.

Is the land in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

The land IS NOT identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act.

Is the land within a conservation area, however described?

The land IS NOT in a Heritage Conservation Area.

Is there an item of environmental heritage in a local environmental plan?

The land does NOT contain an item of Environmental Heritage.

Note: An item of environmental heritage, namely Aboriginal heritage, listed on the Aboriginal Heritage Information Management System (AHIMS), may be situated on the land. The Department of Planning and Environment, Biodiversity and Conservation Division.

ITEM 3 – Contribution plans

The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

- Maitland S94A Levy Contributions Plan 2006
- Maitland City Wide Section 94 Contributions Plan 2016
- Maitland S94 Contributions Plan (City Wide) 2006

If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

The land IS NOT in a special contributions area.

Note: In addition to the above developer contribution plans, Development Servicing Plans for water and sewer connection may be applicable, attracting additional contributions for the development, particularly where development will connect to water and/or sewer services.

ITEM 4 – Complying Development

If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

Complying development under the **Housing Code** may not be carried out on the land as it is not within an applicable zone.

Complying development under the **Low Rise Medium Density Housing Code and Greenfield Housing Code** may not be carried out on the land as it is not within an applicable zone.

Complying development under the **Rural Housing Code** may not be carried out on the land as it is not within an applicable zone.

Complying development under the **Housing Alterations Code** may be carried out on the land.

Complying development under the **General Development Code** may be carried out on the land.

Complying development under the **Commercial and Industrial Alterations Code** may be carried out on the land.

Complying development under the **Commercial and Industrial (New Buildings and Additions) Code** may be carried out on the land.

Complying development under the **Subdivisions Code** may be carried out on the land.

Complying development under the **Demolition Code** may be carried out on the land.

Complying development under the **Fire Safety Code** may be carried out on the land.

Complying development under the **Container Recycling Facilities Code** may be carried out on the land.

Note: Despite the above provisions, if only part of a lot is subject to an exclusion or exemption under Clause 1.17A or Clause 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) Amendment (Commercial and Industrial Development and Other*

**Matters) 2013, complying development may be carried out on that part of the lot that is not affected by the exclusion or exemption.
The complying development may not be carried out on the land because of the following provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of the Policy.**

The provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 are not identified on the land. Complying development may be undertaken in accordance with the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 as amended.

Note: This information needs to be read in conjunction with the whole of the State Environment Planning Policy. If an identification, restriction or characteristic of land referred to above is not located on or does not comprise, the whole of the relevant land, complying development may be carried out on any part of the land not so identified, restricted or characterised.

Note: Information regarding whether the property is affected by flood related development controls or is bushfire prone land is identified in other sections of this certificate. If your property is identified as being impacted by bushfire or flooding, a specific technical assessment of these issues will be required as part of any Complying Development Certificate application under the State Environment Planning Policy, or a development application for any other type of development requiring consent from Council.

Note: Despite any references above advising that Complying Development may be undertaken on the land, certain Complying Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environment Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environment Planning Policy in detail to ensure that specific types of complying development may be undertaken on the land.

If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that

- (a) a restriction applies to the land, but it may not apply to all of the land,***
- (b) and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.***

If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that apply in the Maitland local government area.

For further information on complying development, please refer to the Department of Planning and Environment.

ITEM 5 – Exempt Development

If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that

- a) a restriction applies to the land, but it may not apply to all of the land, and***
- b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.***

If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Council does not have sufficient information to determine the extent to which exempt development may or may not be carried out.

ITEM 6 – Affected building notices and building product rectification orders

Whether the council is aware that –

The Council IS NOT aware of any affected building notice which is in force in respect of the land.

The Council is NOT aware of any building product rectification order which is in force in respect of the land and that has not been fully complied with.

The Council IS NOT aware of any notice of intention to make a building product rectification order being given in respect of the land and that is outstanding.

ITEM 7 - Land Reserved for Acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

ITEM 8 – Road widening and road realignment

Whether the land is affected by road widening or road realignment under –

- a) The land is NOT affected by road widening under Division 2 of Part 3 of the Roads Act 1993.
- b) The land is NOT affected by road widening under any environmental planning instrument
- c) The land is NOT affected by any road-widening or realignment under any resolution of the Council
- d) The land is NOT affected by road-widening or realignment under a resolution of the Council

Note: This item relates to Council's road proposals only. Other authorities, including the NSW Roads and Traffic Authority may have road widening proposals.

ITEM 9 – Flood related development controls

The land or part of the land IS NOT within the flood planning area and subject to flood related development controls.

The land or part of the land IS NOT between the flood planning area and the probable maximum flood and subject to flood related development controls.

The Maitland LEP 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard. The probable maximum flood has the same meaning as the Floodplain Development Manual.

Note in this section – **flood planning area** has the same meaning as in the Floodplain Development Manual. **Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 00) published by the NSW Government in April 2005. **probable maximum flood** has the same meaning as in Floodplain Development Manual

Note: The information provided in item 9 is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not, or may not be, subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

ITEM 10 – Council and other public authority policies on hazard risk restrictions

Whether any of the land is affected by an adopted policy 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.

All land within the Maitland Local Government Area has the potential to contain acid sulfate soils. Clause 7.1 of the Maitland Local Environmental Plan 2011 generally applies. Development consent is required where works described in the Table to this clause are proposed on land shown on the Maitland LEP 2011 Acid Sulfate Soils Map as being of the class specified for those works.

The Council has adopted by resolution a policy on contaminated land which may restrict the development of the land to which this certificate relates. This policy is

implemented when zoning or land use changes are proposed on lands which:

- are considered to be contaminated; or
- which have previously been used for certain purposes; or
- which have previously been used for certain purposes but Council's records do not have sufficient information about previous use of the land to determine whether the land is contaminated; or
- have been remediated for a specific use.

Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

Note in this section –

adopted policy means a policy adopted –

- a) by the council, or
- b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by council.

ITEM – 11 Bush fire prone land

If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

The land is NOT identified as being bushfire prone land.

Note – In accordance with the *Environmental Planning and Assessment Act 1979*, bush fire prone land, in relation to area, means land recorded for the time being as bush fire prone on a bush fire prone land map for the area. This mapping is subject to periodic review.

Note – The identification of land as not being bushfire prone does not mean that the land is not, or may not be affected by bushfire or that the land will not in the future be subject to bushfire related development controls, as additional data and information regarding the land become available.

ITEM – 12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

There are no premises on the subject land listed on the register.

ITEM – 13 Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the Coal Mine Subsidence Compensation Act 2017.

The land has NOT been proclaimed to be within a Mine Subsidence District under the meaning of section 20 of the Coal Mine Subsidence Compensation Act 2017.

ITEM – 14 Paper subdivision information

There is no development plan that applies to the:

- 1) Land or that is proposed to be subject to a consent ballot

2) There is no subdivision order that applies to the land.

ITEM – 15 Property vegetation plans

If the land in relation to which a property vegetation plan is approved and in force under the Native Vegetation Act 2003, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

The Council has not received any notification from Hunter Local Land Services that this land is affected by a property vegetation plan under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

ITEM – 16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the Biodiversity Conservation Act 2016, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the biodiversity Conservation Trust.

The Council is not aware if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under part 5 of the *Biodiversity Conservation Act 2016*.

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

ITEM 17 – Biodiversity certified land

If the land is biodiversity certified land under the Biodiversity Conservation Act 2016, Part 8, a statement to that effect.

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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

ITEM 18 – Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

Council has NOT received notification from the Land and Environment Court of NSW that the land is affected by an Order under Trees – (Disputes Between Neighbours) Act 2006.

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

If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

The owner (or any previous owner) of the land has NOT consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note - In this section existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

Note – Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011

ITEM 20 – Western Sydney Aerotropolis

The State Environmental Planning Policy (Precincts – Western Parkland City) 2021 does not apply to land within the Maitland City Council local government area.

ITEM 21 – Development consent conditions for seniors housing

If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021* restricts occupation of development approved for seniors housing to:

- a) Seniors or people who have a disability
- b) People who live in the same household with seniors or people who have a disability,
- c) Staff employed to assist in the administration and provision of services to housing provided under this Part.

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

Whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate –

- a) the period for which the certificate is current, and
- b) that a copy may be obtained from the Department.

If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

Any conditions of a development consent in relation to land that are kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).

Note - No Seniors Housing development consent conditions apply to this land.

Note - In this section – Former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

Council is unaware if a Site Compatibility Certificate (Affordable Rental Housing) has been issued in accordance with State Environmental Planning Policy (Affordable Rental Housing) 2009.

Note. The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

Contaminated Land

- a) The land to which this certificate relates is NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
 - b) The land to which this certificate relates is NOT subject to a management order within the meaning of the Contaminated Land Management Act 1997.
 - c) The land to which this certificate relates is NOT the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.
 - d) The land to which this certificate relates is NOT the subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.
 - e) Council has NOT been provided with a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for the land to which this Certificate relates.
-

Jeff Smith
General Manager



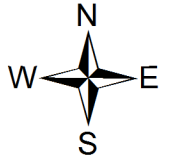
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

108 GEORGE

EAST MAITLAND NSW

APPLICATION NO.: 2408579

APPLICANT REF: M 241471

RATEABLE PREMISE NO.: 8212900128

PROPERTY ADDRESS: 108 GEORGE ST EAST MAITLAND 2323

LOT/SECTION/DP:SP: 3//DP 323127



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: 21/10/2024

Scale at A4: 1:500

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CONTOUR DATA © AAMHatch
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SEWER/WATER/RECYCLED WATER
UTILITY DATA
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