

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	LAING + SIMMONS 259 CHURCH STREET, PARRAMATTA NSW 2150	phone: 02 9635 4000 email: ray.fayad@lsre.com.au ref: RAY FAYAD
co-agent		
vendor	BOU-SAID HOLDINGS PTY LTD ACN 670 110 933 53 BLIGH STREET, GUILDFORD NSW 2161	
vendor's solicitor	M KANAAN & CO 2 McFARLANE STREET MERRYLANDS NSW 2160	phone: 0404 788 562 / 02 9682 3802 email: monica@kanaanlaw.com ref: bou-said holdings
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	223 WOODVILLE RD MERRYLANDS NSW 2160 LOT 96 DEPOSITED PLAN 926 Folio Identifier 96/926	
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: WORKSHOP AND OFFICE	
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>_____ Vendor</p> <p>_____ Vendor</p>	<p>Signed by</p> <p>_____ Purchaser</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>

Choices

- Vendor 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** (GST residential withholding payment) NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

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

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.

223 WOODVILLE PREMISES VENDOR 27/09

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
---	--

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 party 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 parties 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 parties' <i>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, 1/11th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*, or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 normally, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 normally, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
- bear equally any disbursements or fees; and
 - otherwise bear that party's own costs
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 Normally, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and populate an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

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

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*; any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 served at the earliest time it is served, if it is served more than once; and
 - 20.6.8 served if it is provided to or by the *party's solicitor* or an authorised *Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 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.

223 WOODVILLE RD MERRYLANDS NSW 2160

CERTIFICATE

I, _____
*Solicitor, certify as follows:

- (a) I am a Solicitor currently admitted to practise in New South Wales.
- (b) I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property known as No. _____
from _____ (Vendor/s)
to _____ (Purchaser/s)
in order that there is no cooling off period in relation to that Contract.
- (c) I do not act for the Vendor/s and am not employed in the legal practice of a Solicitor acting for the Vendor/s nor am I a member or employee of a firm of which a Solicitor acting for the Vendor/s is a member or employee.
- (d) I have explained to the Purchaser/s:
 - (i) the effect of the Contract for the purchase of that property;
 - (ii) the nature of this Certificate; and
 - (iii) the effect of giving this Certificate to the Vendor/s i.e. that there is no cooling off period in relation to the Contract.

Dated:

Signature:

CONDITIONS OF SALE BY AUCTION

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

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

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

SPECIAL CONDITIONS

1. Notwithstanding any rule of law or equity to the contrary, should the Purchaser prior to completion:

- (a) die or become mentally ill; or
- (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or have a petition for the winding up of the Purchaser presented, or enter into any scheme of arrangement with creditors, or should any Liquidator, Receiver or Official Manager be appointed in respect of the Purchaser

then the Vendor may rescind the within Contract by notice in writing forwarded to the Purchaser or his Solicitor named herein and thereupon this Contract will be at an end and the provisions of clause 19 hereof will apply.

2. The Vendor will provide at completion a duly executed and registrable form of Discharge of Mortgage or Withdrawal of Caveat in respect of any Mortgage or Caveat registered on the Title and the Purchaser will not make any requisition or objection requiring the registration of such Discharge or Withdrawal prior to completion.

3. The Purchaser acknowledges that he is buying the property relying solely on his own inspection and has not relied on any representation of the Vendor or his Agent as adding to or altering the conditions and warranties arising from this Contract.

4. The property is sold in its present condition and state of repair with all defects, if any, whether latent or patent. The Purchaser will not be entitled to make any requisition, objection or claim for compensation in respect of the condition of the property, nor will the Purchaser require the Vendor to carry out any work on the property after exchange of Contracts.

5. The Purchaser will not make any requisition, objection or claim for compensation in respect of anything arising from any survey as to compliance with the provisions of the Local Government Act and will not call upon the Vendor to carry out any repairs or alterations in respect of the property, including any matters raised by Council, to obtain the issue of a Building Certificate.

6. The property is purchased by the Purchaser subject to the existing services for water, sewerage, gas, electricity and telephone (if any), and no requisition, objection or claim for compensation will be made by the Purchaser if it should be found that there are any sewers, mains, drains, pipes, cables, wires or other installations which are on or pass through or over the property or which are used in common with any adjoining land or pass through any other land, or that no easements or rights exist in respect of such installations or services or that any such easements or rights cannot be obtained.

7. In the event that completion does not take place by the completion date then the Vendor will be entitled to serve on the Purchaser or his Solicitor a Notice to Complete requiring completion to take place within fourteen days from the date of the Notice, in which respect time will be deemed to be of the essence. It is expressly agreed between the parties hereto that the period of fourteen days is a reasonable and sufficient period for such Notice, notwithstanding any rule of law or equity to the contrary.

8. The Purchaser warrants that he has obtained approval on reasonable terms for any credit required in order to pay for the property.

9. The Purchaser warrants to the Vendor that:

- (a) should there be an Agent named at the head of this Contract then the Purchaser has not been introduced to the property by any Real Estate Agent other than the Vendor's Agent named at the head of this Contract; or
- (b) should there not be an Agent named at the head of this Contract then the Purchaser has not been introduced to the property by the intervention of or through a Real Estate Agent and the Purchaser hereby indemnifies and will keep indemnified the Vendor against any claim for commission by any Agent in respect of the sale by the Vendor to him

and it is hereby acknowledged and agreed that the benefit of this Clause will not merge on completion but will enure for the benefit of the Vendor after completion.

10. Should the deposit paid hereunder be less than ten per cent of the purchase price then in the event the Purchaser defaults as stipulated in Clause 9 of this Contract in addition to the other remedies available to the Vendor pursuant to the said Clause the Purchaser will be liable to the Vendor for the full ten per cent deposit.

11. If the Purchaser does not complete the Contract by the Contract completion date then the Purchaser will pay the Vendor on completion, as liquidated damages, the following:

- (a) Interest on the balance of the purchase price at the rate of ten (10%) per cent per annum from and including the Contract completion date to and including the actual date of completion, to compensate the Vendor for the delay. It is agreed that the sum so payable is a genuine pre-estimate of the Vendor's loss of interest on the purchase money and liability for rates and outgoings.
- (b) The sum of \$330.00 (includes GST) to cover legal costs and other expenses incurred because of the delay. It is agreed that the sum so payable is a genuine pre-estimate of the Vendor's additional costs and expenses.

12. Notwithstanding any other condition or provision, it is agreed between the parties that a reference to any legislation includes a reference to any corresponding later legislation.

13. In the event of any discrepancy between these Special Conditions and the printed form of Contract these Special Conditions will prevail.

14. In the event that the Purchaser rescinds this Contract pursuant to its provisions the Purchaser's rights are strictly limited to the right of recovery of the deposit and interest thereon if any, and the Purchaser will have no right to claim damages.

15. The Purchaser cannot make any objection, requisition, claim for compensation, delay completion, rescind or terminate this contract because of the presence in or upon the property of asbestos or any other hazardous substances or non-compliance with environmental laws.

16. The Purchaser warrants that:

- (a) if the Purchaser is a natural person he is ordinarily resident in Australia; and
- (b) whether the Purchaser is a natural person or a corporation the Foreign Acquisitions and Takeovers Act, 1975, does not apply to the Purchaser or to this purchase as that legislation currently applies.

In the event that the Foreign Acquisitions and Takeovers Act, 1975, applies to the Purchaser and to this transaction in breach of the warranty contained in this Clause the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity will not merge on completion.

17. If the Purchaser of the property is a Company, the officers or persons who sign this Contract on behalf of the Company or who attest the seal of the Company on this Contract:

- (a) jointly and separately guarantee all obligations of the Purchaser under this Contract including the payment of the purchase price; and
- (b) jointly and separately indemnify the Vendor in respect of any default of the Purchaser under this Contract.

This guarantee and Indemnity are given by each guarantor as principal and are not discharged or released by any release or variation of this Contract between the Vendor and the Purchaser.

18. Except those implied by the Conveyancing (Sale of Land) Regulation 2005 the Vendor gives no warranty as to the state or condition of repair of any improvements, furnishings and chattels. The Purchaser acknowledges that he has made all pre-purchase enquiries and inspections which he wished to make concerning structural matters, pest infestation and the working condition of any furnishings and chattels. Any defects arising in any of those items between the date of contract and settlement shall not, in the absence of any directly detrimental action on the part of the Vendor or his invitees or licensees, be the responsibility of the Vendor and the Purchaser shall not be entitled to raise any objection, requisition or claim any compensation in relation to any such matters.

19. Each party authorises his Solicitor or any employee of the Solicitor up until the date of this contract to make alterations to this contract including the addition of annexures after execution up until the date of this contract and any such alterations will be binding upon the party deemed to have authorised the same and any annexures so added will form part of this contract as if they were annexed prior to the contract being executed.

20. The Vendor will not be required to remove any charge from the property for any rate, tax, land tax or outgoing until the time of completion of this Contract. The Vendor shall not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax, or outgoing.

21. Notwithstanding any other condition or provision, it is a term and condition of this Contract for Sale that in addition to the purchase price the Purchaser will pay GST, if any, on the sale of the property. This condition will not merge on Completion.

22. The printed clauses in this Contract for Sale are amended as follows:

(a) General Condition 5.1 add the words "only if formally requested within 21 days after the date of this contract."

(b) General Condition 7.1.1 is deleted

(c) General Condition 7.2.1, "10%" is deleted and "\$1,000.00" is substituted.

(d) General Condition 8.1.1 "on reasonable grounds" is deleted.

(e) General Condition 8.1.2 "and those grounds" is deleted.

(f) General Condition 14.4.2 is deleted.

(g) General Condition 18.8 is to be inserted as follows:

"General Condition 18.8 The purchaser cannot make a claim or requisition or delay completion after entering into possession of the property."

23. The Purchaser agrees to release to the Vendor so much of the deposit as may be required by the Vendor for the purpose of being used as a deposit or stamp duty for another property being purchased by the Vendor.

24. The Vendor and the Purchaser agree the sale of the property is that of a going concern and is GST free if the Purchaser is registered or required to be registered for GST. Should the Purchaser not be registered or required to be registered for GST then the Purchaser must pay GST on Completion. This condition will not merge on Completion.

25. The Purchaser acknowledges that Lease No. AT313127 is included as part of the sale, along with its memorandum, agreements, and covenants.



Title Search

Information
Provided
Through
triSearch
(Website)
Ph. 1300 064
452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 96/926

SEARCH DATE	TIME	EDITION NO	DATE
11/2/2026	2:03 PM	10	11/8/2023

LAND

LOT 96 IN DEPOSITED PLAN 926
LOCAL GOVERNMENT AREA CUMBERLAND
PARISH OF LIBERTY PLAINS COUNTY OF CUMBERLAND
TITLE DIAGRAM DP926

FIRST SCHEDULE

BOU-SAID HOLDINGS PTY LTD

(T AT345167)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AT313127 LEASE TO RAM AUTO & TYRE SERVICES PTY LTD EXPIRES:
30/9/2024. OPTION OF RENEWAL: 5 YEARS.
- 3 AT345168 MORTGAGE TO JUDO BANK PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



CUMBERLAND
CITY COUNCIL

APPLICANT: Infotrack
GPO Box 4029
SYDNEY NSW 2000

PLANNING CERTIFICATE

Issued under section 10.7(2) Environmental Planning and Assessment Act 1979

Property: 223 Woodville Road MERRYLANDS NSW 2160
Title: Lot 96 DP 926
Land No: 66419
Certificate No: PC2026/0724
Certificate Date: 13/02/2026
Applicant's Ref: bou-said holdings

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160
T 02 8757 9000 E council@cumberland.nsw.gov.au W cumberland.nsw.gov.au
ABN 22 798 563 329

Welcome *Belong* Succeed

SECTION 10.7(2)

In accordance with the requirements of section 10.7(2) of the Environmental Planning and Assessment Act (1979) ("the Act"), the following prescribed matters relate to the land at the date of this certificate.

ITEM 1 - Names of relevant planning instruments and DCPs

1. *The following environmental planning instruments apply to the carrying out of development on the land:*

Cumberland Local Environmental Plan 2021

- State Environmental Planning Policy (Biodiversity and Conservation) 2021
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Industry and Employment) 2021
- State Environmental Planning Policy (Planning Systems) 2021
- State Environmental Planning Policy (Primary Production) 2021
- State Environmental Planning Policy (Resilience and Hazards) 2021
- State Environmental Planning Policy (Resource and Energy) 2021
- State Environmental Planning Policy (Transport and Infrastructure) 2021
- State Environmental Planning Policy (Sustainable Buildings) 2022
- State Environmental Planning Policy (Housing) 2021

The following development control plan apply to the carrying out of development on the land:

Cumberland Development Control Plan 2021

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

No proposed environmental planning instruments apply

No proposed development control plans apply

In this item - proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

ITEM 2 - Zoning and land use under relevant planning instruments

1. (a) *Zoning details in the environmental planning instruments identified in ITEM 1(1) above*

Zone R2 Low Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage residential development that maintains the amenity of the surrounding area.

- To ensure that non-residential land uses are located in a setting that minimises impacts on the amenity of a low-density residential environment.

2. Permitted without consent

Home occupations

3. Permitted with consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Early education and care facilities; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Hospitals; Hostels; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Seniors housing; Semi-detached dwellings; Tank-based aquaculture; Water recycling facilities

4. Prohibited

Any development not specified in item 2 or 3

(b) Additional permitted uses

No additional uses apply

(c) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No fixed minimum land dimensions apply to this land

(d) Is the land within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016).

(e) Is the land within a heritage conservation area?

The land is not within a heritage conservation area

(f) Is there a heritage item situated on the land?

There are no heritage items situated on the land

2. (a) Zoning details in the proposed environmental planning instruments identified in ITEM 1(2) above

No draft zoning applies to the land

(b) Additional permitted uses

No draft additional uses apply

(c) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

No fixed minimum land dimensions apply to the land under a draft environmental planning instrument

(d) Is the land within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?

The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016) under a draft environmental planning instrument.

(e) Is the land within a draft heritage conservation area?

The land is not within a draft heritage conservation area

(f) Is there a draft heritage item situated on the land?

There are no draft heritage items situated on the land

ITEM 3 - Contributions plans

1. The name of the contributions plan applying to the land is:

Cumberland Local Infrastructure Contributions Plan 2020

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

2. The name of the draft contributions plan applying to the land is:

No draft contributions plan applies.

ITEM 4 - Complying Development Exclusions

Is the land, land on which complying development may be carried out under clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

Housing Code

Yes, under the Housing Code complying development may be carried out on the land.

Rural Housing Code

Yes, under the Rural Housing Code complying development may be carried out on the land.

Low Rise Housing Diversity Code

Yes, under the Low Rise Housing Diversity Code complying development may be carried out on the land.

Housing Alterations Code

Yes, under the Housing Alterations Code complying development may be carried out on the land.

General Development Code

Yes, under the General Development Code complying development may be carried out on the land.

Industrial and Business Alterations Code

Yes, under the General Commercial and Industrial Code complying development may be carried out on the land.

Industrial and Business Buildings Code

Yes, under the General Commercial and Industrial (New Buildings and Additions) Code complying development may be carried out on the land.

Container Recycling Facilities Code

Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

Subdivisions Code

Yes, under the Subdivisions Code complying development may be carried out on the land.

Demolition Code

Yes, under the Demolition Code complying development may be carried out on the land.

Fire Safety Code

Yes, under the Fire Safety Code complying development may be carried out on the land.

Agritourism and Farm Stay Accommodation Code

Yes, under the Agritourism and Farm Stay Accommodation Code complying development may be carried out on the land.

ITEM 5 - Exempt Development Exclusions

Is the land, land on which exempt development may be carried out under clauses 1.16(1)(b1) to (d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

Yes

ITEM 6 - Affected building notices and building product rectification orders

1. Is any affected building notice in force in respect of the land?

No

2. Is any building product rectification order in force in respect of the land that has not been fully complied with?

No

3. Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?

No

In this item –

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

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

ITEM 7 - Land reserved for acquisition

Does an environmental planning instrument, or proposed environmental planning instrument referred to in item 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

ITEM 8 – Road widening and road realignment

Is the land affected by any road widening or road realignment under:

- (a) *Division 2 of Part 3 of the Roads Act 1993; or*
- (b) *Any environmental planning instrument; or*
- (c) *Any resolution of the Council?*

No

ITEM 9 - Flood related development controls information

1. *Is development on the land or part of the land located within a flood planning area and subject to flood related development controls.*

No

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

No

In this item-

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual (ISBN 978-1-923076-17-4) published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

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

(a) Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:-

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No, see below
(vi)	land contamination	No
(vii)	aircraft noise	No
(viii)	salinity	No, see below
(ix)	coastal hazards	No
(x)	sea level rise	No
(xi)	Other Risk	No

Acid Sulphate Soils: Council has not adopted a policy on Acid Sulphate Soils, however Acid Sulphate Soils have been mapped (refer to Cumberland Local Environmental Plan 2021 Acid Sulphate Soils Maps). Clause 6.1 of the LEP must be addressed if development is proposed where there are Acid Sulphate Soils.

Salinity: Council has not adopted a policy on Salinity, however Salinity have been mapped (refer to Cumberland Local Environmental Plan 2021 Salinity Maps). Clause 6.9 of the LEP states that Salinity must be considered prior to the approval of the development if the land is identified in the Salinity Map.

(b) Whether or not the land is affected by a policy adopted by another public authority (if the public authority has notified the council that the policy will be included in a planning certificate issued by the council) that restricts the development of the land because of the likelihood of:-

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No
(vi)	land contamination	No
(vii)	aircraft noise	No
(viii)	salinity	No
(ix)	coastal hazards	No
(x)	sea level rise	No
(xi)	Other Risk	No

ITEM 11 - Bush fire prone land

None of the land is bush fire prone land.

ITEM 12 - Loose – fill asbestos insulation

Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

No. Contact NSW Fair Trading for more information.

ITEM 13 - Mine subsidence

Is the land proclaimed to be in a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?

No

ITEM 14 - Paper subdivision information

Has a development plan been adopted that applies to the land or that is proposed to be subject to a consent ballot?

No

ITEM 15 - Property vegetation plans

Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?

No

ITEM 16 - Biodiversity stewardship sites

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

No

Note - Biodiversity stewardship agreements include biobanking agreements under 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

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

No

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

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

No

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

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

No

ITEM 20 - Western Sydney Aerotropolis

State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 Western Sydney Aerotropolis does not apply to the land.

ITEM 21 - Development consent conditions for seniors housing

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

Conditions from a development consent (granted after 11 October 2007) are registered on title if they are of a kind set out in clause 88(2) of the State Environmental Planning Policy (Housing) 2021.

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

- 1. Is Council aware of a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land?*

No

- 2. If of State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land, are there any conditions from a development consent in relation to the land that are of the kind set out in clause 21(1) or 40(1) of the Policy.*

Conditions from a development consent are registered on title if they are of a kind set out in clause 22(1) or 40(1) of the State Environmental Planning Policy (Housing) 2021.

- 3. Have any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 been imposed as a condition of development consent in relation to the land?*

Conditions from a development consent are registered on title if they are of a kind set out in clause 17(1) or 38(1) of the State Environmental Planning Policy (Affordable Rental Housing) 2009.

In this item –

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

ITEM 23 - Water or sewerage services

Are water or sewerage services provided or are to be provided to the land under the Water Industry Competition Act 2006.

No

ITEM 24 - Special entertainment precincts

Is land within the special entertainment precincts as per the meaning of the Local Government Act 1993, section 202B.

No

ITEM 25 - Interim development in future infrastructure corridors

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, is there a condition from a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A does not apply to the land.

Matters arising under Section 59(2) of the Contaminated Land Management Act 1997(CLM Act).

At the date of this certificate, is the land (or part of the land) to which this certificate relates to:

(a) *Significantly contaminated land within the meaning of the CLM Act?*

No

(b) *Subject to a management order within the meaning of the CLM Act?*

No

(c) *Subject to an approved voluntary management proposal within the meaning of the CLM Act?*

No

(d) *Subject to an ongoing maintenance order within the meaning of the CLM Act?*

No

(e) *Subject to a site audit statement?*

No

Note: This information was sourced from the record under section 58 of the Contaminated Land Management Act 1997. If the land does not appear on the record, it may still be affected by contamination. For example: Contamination may be present, but the site has not been regulated by the EPA under the *Contaminated Land Management Act 1997*.

The EPA may be regulating contamination at the site through a license or notice under the Protection of the *Environment Operations Act 1997*.

Contamination at the site may be managed under the *State Environmental Planning Policy No 55- Remediation of Land*.

GENERAL INFORMATION

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the Environmental Planning and Assessment Regulation 2021 and is provided only to the extent that the Council has been notified by the Department of Public Works or Department of Planning.

When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at [http:// www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

Please contact Council's Strategic Planning section for further information about this Planning Certificate.

Peter J. Fitzgerald
GENERAL MANAGER

Sewer Service Diagram

Application Number: 8005007750

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM
Municipality of *Parramatta* No. 709194

HS.73.

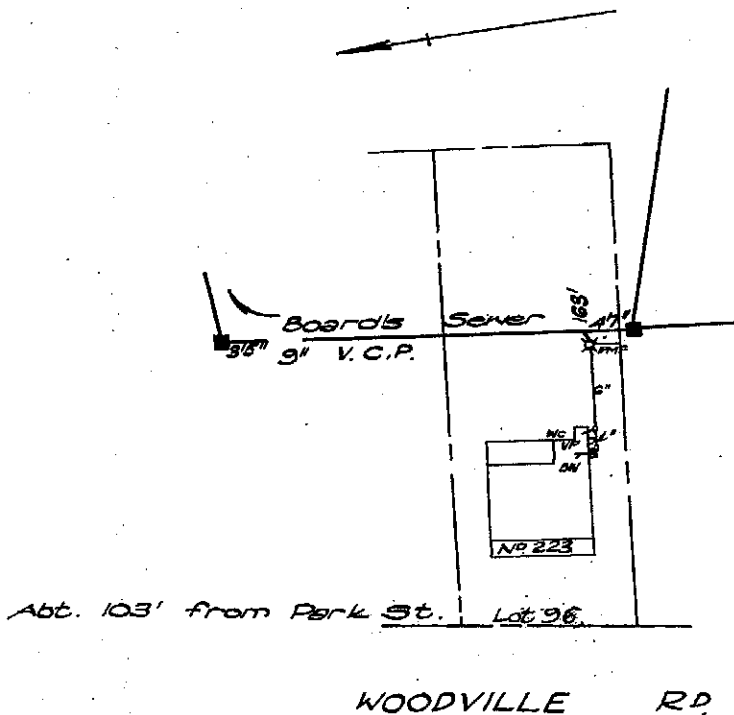
SYMBOLS AND ABBREVIATIONS

<input type="checkbox"/> Boundary Trap	<input checked="" type="checkbox"/> R.V. Reflux Valve	I.P. Induct Pipe	Bas.	Basin
<input type="checkbox"/> Pit	<input type="checkbox"/> C.E. Cleaning Eye	M.F. Mica Flap	Shr.	Shower
<input checked="" type="checkbox"/> G.I. Grease Interceptor	<input type="checkbox"/> VERT. Vertical Pipe	T. Tubs	W.I.P.	Wrought Iron Pipe
<input checked="" type="checkbox"/> Gully	<input type="checkbox"/> V.P. Vent. Pipe	K.S. Kitchen Sink	C.I.P.	Cast Iron Pipe
<input checked="" type="checkbox"/> P.T. P. Trap	<input type="checkbox"/> S.V.P. Soil Vent. Pipe	W.C. Water Closet	F.W.	Floor Waste
<input checked="" type="checkbox"/> R.S. Reflux Sink	<input type="checkbox"/> D.C.C. Down Cast Cowl	B.W. Bath Waste	W.M.	Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



RATE No. _____ W.C.s _____ U.C.s _____ 19____

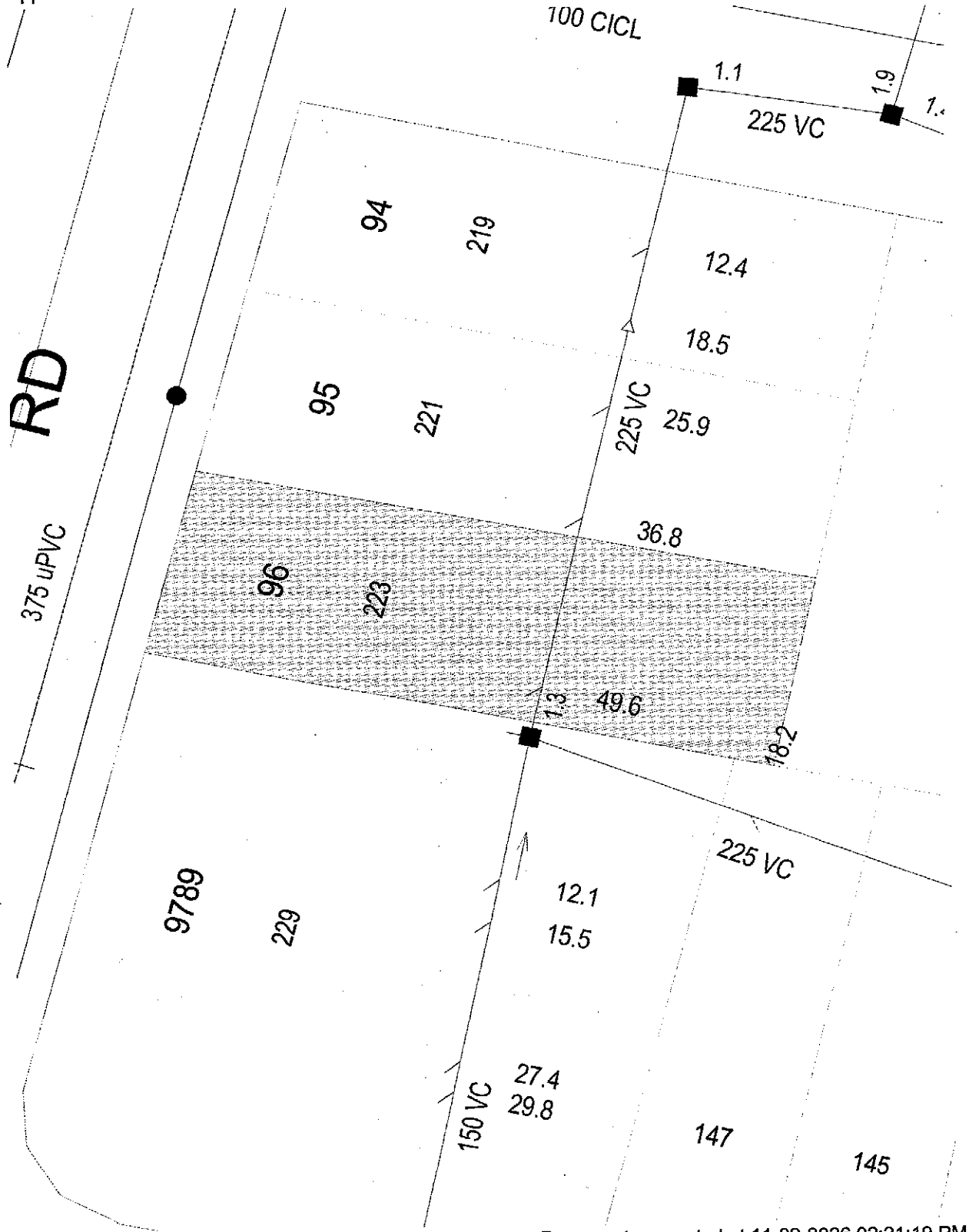
SHEET No. 1739

OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE			PLUMBING	
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by
Bth	Inspector	/ /	Date / /	Inspector
Shr		Examined by	/ /	
Bas.	Chief Inspector	/ /	Drainer	639 674
K.S.		Tracing Checked	/ /	
T.			Boundary Trap is/ is not required	
Pig.				
Dgo. Int.				
Dgo. Ext.				

Document generated at 11-02-2026 02:21:13 PM

Service Location Print
Application Number: 8005007727



Document generated at 11-02-2026 02:21:19 PM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bands	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a Sewer service diagram.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastic	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride Modified	PVC - O	Polyvinylchloride Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Sail Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Lease Form version 4.0

Lodger Details

Lodger Code 507335
Name RANDALL & ASSOCIATES
Address L 1, 5 GEORGE ST
NORTH STRATHFIELD 2137
Lodger Box 1W
Email JRANDALL@RANDALLANDASSOC.COM
Reference CAD NOMINEES -

For Office Use Only

AT313127

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

96/926

Land Extent

WHOLE OF THE LAND

Lessor

Name CAD NOMINEES PTY LTD
ACN 114808874

Lessee

Name RAM AUTO & TYRE SERVICES PTY LTD
ACN 636255288

Tenancy (inc. share) SOLE PROPRIETOR

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

Lease Details

Term 5 YEARS
Commencing Date 01/10/2019
Terminating Date 30/09/2024
Option to Renew YES
Option to Renew Period 5 YEARS
Option to Purchase NO

Rent Details

Payment Terms As set out in Item 4 of Annexure A
Rent Description By way of equal monthly payments

Conditions and Provisions

See attached CONDITIONS AND PROVISIONS
See attached MORTGAGEE'S CONSENT

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 CAD NOMINEES PTY LTD
Signer Name JOSHUA LEE RANDALL
Signer Organisation RANDALL & ASSOCIATES PTY LTD
Signer Role PRACTITIONER CERTIFIER
Execution Date 31/07/2023

Form: 07L
Release: 4-7

LEASE
New South Wales
Real Property Act 1900

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

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

STAMP DUTY

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

Duties Assessment No.

(A) **TORRENS TITLE**

Property leased

Folio Identifier 96/926 known as 223 Woodville Road, Merrylands

(B) **LOGGED BY**

Document
Collection
Box

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

CODE

L

Email:

Reference:

(C) **LESSOR**

CAD NOMINEES PTY LIMITED ACN 114 808 874

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

(D)

Encumbrances (if applicable):

(E) **LESSEE**

RAM AUTO & TYRE SERVICES PTY LTD ACN 636 255 288

(F)

TENANCY:

(G) 1. **TERM** Five (5) years

2. **COMMENCING DATE** 1 October 2019

3. **TERMINATING DATE** 30 September 2024

4. With an **OPTION TO RENEW** for a period of Five (5) years
set out in clause item 9 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. 4 of Annexure A

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

DATE 11 July 2023

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

Company: CAD NOMINEES PT YLIMITED ACN 114 808 874
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: Jacqueline Wakim
Office held: Sole Director/Secretary

Signature of authorised person:

Name of authorised person:
Office held:



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

Company: RAM AUTO & TYRE SERVICES PTY LTD ACN 636 255 288
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: Ali Raza
Office held: Secretary

Signature of authorised person:

Name of authorised person: Sanjeev Sharma
Office held: Director



(I) STATUTORY DECLARATION*

I Jacqueline Wakim

solemnly and sincerely declare that—

1. The time for the exercise of option to renew in expired lease No. AN767350 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 Abbotsford

in the State of New South Wales on 11 July 2023

in the presence of Joshua Lee Randall of 20 Fitzroy St, Abbotsford

- Justice of the Peace (J.P. Number:)
- Other qualified witness (specify)

Practising Solicitor

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 Drivers licence~~

[omit ID No.]

Signature of witness:

Signature of applicant:

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

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

J.L.R

ANNEXURE "A"

REFERENCE SCHEDULE

- ITEM 1 THE BUILDING (see Part 1)**
Whole of premises
- ITEM 2 THE DEMISED PREMISES (see Part 1)**
Land and buildings known as 223 Woodville Road, Merrylands 2160
- ITEM 3 THE LAND (See Part 1)**
Folio Identifier 96/926.
- ITEM 4 RENT (See Part 3)**
\$48,800.00 plus GST per annum by way of monthly payments of \$4,473.33 inclusive of GST.
- ITEM 5 RENTAL INCREASES (see Part 4)**
CPI.
- ITEM 6 OUTGOINGS (See part 7)**
100% of water rates.
- ITEM 7 USE**
Tyre sale, fitting and maintenance
- ITEM 8 INSURANCES (see Part 18)**
PLATE GLASS, WORKERS COMPENSATION AND PUBLIC LIABILITY for a minimum of \$20,000,000.00.
All other insurances as required by Federal and State Legislation and Local Authorities.
- ITEM 9 OPTION (see Part 15)**
- a. Option Period: Five (5) years from 1/10/2024 to 30/9/2029.
- b. Maximum period of Lease and Option: 10 years.
- ITEM 10 DATE(S) FOR EXERCISE OF OPTION (See Part 15)**
- a. First date 1st Option can be exercised: 1/1/2024
- b. Last date 1st Option can be exercised: 1/7/2024
- ITEM 11 OPTION RENT (see Part 15)**
Current Market Rent.
Then CPI for each year after the first option year.
- ITEM 12 SECURITY BOND (see Part 16)**
\$11,000.00

J. W. AC
8/5

ITEM 13 **GUARANTORS (see Part 18)**
Ali Raza of 39/30-40 Railway Terrace Merrylands 2160
Sanjeev Sharma of 2 Kennington Avenue Quakers Hill 2763

ITEM 14 **INTEREST (See Part 14)**
At the rate for post-judgment interest rates contained in the **Uniform Civil Procedure Rules 2005 NSW (UCPR)** as varied and/or amended from time to time.

ITEM 15 **LANDLORD'S WORK TO BE PERFORMED**
Not applicable.

ITEM 16 **TENANTS WORK TO BE PERFORMED**
As agreed with the Landlord.

The Lessee will undertake all work required to fit out the premises to their own plans and specifications. The Lessee is required to submit all tenancy fit outs, variations and modifications of plans to the Lessor for its written approval before commencement of any works on site. All fit out works undertaken by the Lessee shall be in accordance with the buildings fit-out guide and have all necessary and required approvals from Local Council, State and Federal bodies.

If the Lessee requires any of the services to the building to be upgraded to a higher grade than commercial, the Lessee will be responsible for all costs required to do so.

ITEM 17 **LEGAL COSTS AND DISBURSEMENTS (Clause 101)**
Each party will pay their own legal costs.

ITEM 18 **CONTACT DETAILS**

THE LESSOR:
CAD Nominees Pty Ltd (Jacqueline Wakin)
Contact Number: Mobile: 0424 149 866
Email Address: Jackie_wakim@hotmail.com

THE LESSEE:
Ali Raza
Contact Number: Mobile: 0426101323
Email Address: ram.automechanic@gmail.com
Sanjeev Sharma
Contact number: Mobile: 0422 347 615
Email Address: ram.automechanic@gmail.com

J.W.
AS

SECOND SCHEDULE – MEMORANDUM TO LEASE

PART 1-INTERPRETATION

1. In this Memorandum of Lease and in any Rules and Regulations made hereunder or annexed hereto unless the contrary intention appears:

"Building" means the building erected on real property described in **Item 1** of the Reference Schedule hereto, and any extension or alteration to the Building, whether made before or after the date of this lease, and shall include the Demised Premises.

"Demised Premises" means the premises contained in the Building and more fully described in **Item 2** of the Reference Schedule and includes any part thereof and where the context requires, such of the plant, fittings and fixtures installed and owned by the Lessor, or which by operation of Law, or of this Lease will, or may become, owned by the Lessor.

Demolition (TO BE DELETED)

- (a) *Demolition Date* means the date specified in the Demolition Notice as the date on which this Lease is terminated;
- (b) *Demolition Notice* means a written notice given by the Landlord to the Tenant:
 - (i) if the Term is more than 12 Months, giving the Tenant not less than 6 Months prior notice of a Demolition Proposal and requiring the Tenant to vacate the Premises on the Demolition Date; and
 - (ii) if the Term is 12 Months or less, giving the Tenant not less than 3 Months prior notice of a Demolition Proposal and requiring the Tenant to vacate the Premises on the Demolition Date;
- (c) *Demolition Proposal* means a genuine proposal by the Landlord to carry out within a reasonably practical time a substantial repair, renovation or reconstruction of the Premises which cannot be carried out without vacant possession of the Premises;
- (d) *Demolition Termination Notice* means a written notice given by the Tenant to the Landlord terminating this Lease by giving not less than 7 Business Days prior notice.

"Land" means the land described in **Item 3** of the Reference Schedule.

"Lease" means this Lease and any Annexures, Appendices and Schedules to it.

"Lessee" means the Lessee named in the Lease, and its assigns, administrators, executors and heirs and in the case of a Body Corporate, its successors in title and where not repugnant to the context of this Lease, its employees, servants, agents, contractors and subcontractors.

AS
Tim

"Lessor" means the Lessor named in this Lease, and its assigns, administrators, executors and heirs, and in the case of a Body Corporate its successors in title, and where not repugnant to the context of this Lease, its employees servants, agents, contractors and subcontractors.

"Insolvent" or "Insolvency" means for a natural person:-
committing an act of bankruptcy, being made bankrupt, entering into an arrangement under part IV of the Bankruptcy Act, 1966 and
for a corporation:-
being wound up, having an official manager appointed, or entering into a composition or arrangement with its creditors, being subject to a scheme of arrangement, being subject to an Order for winding up or reconstruction, or having a receiver, a receiver and manager, an agent in possession, a trustee or guardian, appointed to the property of the corporation:-

Words importing the singular shall include the plural and vice versa.

Words importing persons shall include corporations.

Words importing any gender shall be read as also importing any other gender.

Any covenant or agreement on the part of two or more persons or corporations or a combination thereof, shall bind them jointly and severally.

Headings are inserted for reference and convenience only and shall not define, limit, construe or describe the scope or intent of the clauses of this Lease nor its construction.

In the interpretation of this Lease, no rule of construction shall apply to the disadvantage of the Lessor because the Lessor drafted this Lease.

Any clause which is illegal or unlawful or unenforceable shall be severed from this Lease, and all remaining clauses shall be effective and binding.

PART 2- EXCLUSION OF IMPLIED COVENANTS:

2. a. This Lease negatives the covenants in Sections 84, 84A and 85 of the Conveyancing Act, 1919 or as amended.
- b. The application to this Lease of any moratorium or any law, statute or ordinance having the effect of extending or reducing the terms of this Lease, or reducing or postponing the payment of any moneys payable under this Lease, or otherwise affecting the operation of any of the covenants terms or conditions of this Lease, is hereby excluded and negated.

PART 3 - RENT

3. The Lessee must during the term of this Lease and any holding over or option period, pay to the Lessor the rent specified and in the manner specified in **Item 4** of the Reference Schedule. The rent shall be varied from time to time in accordance with this Lease. The periodic payments of any rent must not be more than 7 days in arrears of the due date.

88
J. A. C.

PART 4- RENTAL INCREASES

4. The rent payable during the term of this Lease and any holding over or option period, shall be increased annually on each anniversary of the commencement date of this Lease in accordance with **Item 5** of the Reference Schedule.
5. If the Lessor has failed to request or demand a rent increase in respect of any year, it shall be entitled to apply for the same at any time including after the termination of this Lease.
6. Where in this Lease rent is to be increased in accordance with the CPI Index the following formula shall apply:-

$$NR = [CPI(2) \times R1] \div CPI(1)$$

Where:-

NR = the new rent to be determined

CPI(1) = The Consumer Price Index All Groups Sydney last published twelve months prior to the anniversary date, or if none, the commencement date of this Lease.

CPI(2) = The Consumer Price Index All Groups Sydney last published immediately prior to the anniversary date (or the date of this Lease as the case may be), occurring prior to the anniversary date from which the relevant rental increase is to commence.

R1 = The previous annual rental.

7. In the event that there is any suspension of or discontinuance of the CPI Index, then "CPI Index" means the increase expressed as a percentage in NSW Male Basic or Minimum Wage applicable for Sydney. If the system or practice of the determination of the NSW Male Basic or Minimum Wage also ceases, then "CPI Index" will mean the Index published at the relevant dates in the Commonwealth Statistician's summary of Australian Statistics, which reflects fluctuations of the cost of living in Sydney, and which the parties may agree upon, and if they are unable to agree then such Index as may be determined by the President (or other officer of similar status) at the relevant time, of the Australian Institute of Valuers (NSW Division), or some person nominated by him, whose decision will be conclusive and binding acting as an expert and not an arbitrator.

8. Where this Lease requires rent to be determined by reference to the Current Market Rent the following provisions shall apply.

9. In the event that the Lessor and the Lessee cannot agree as to what amount the Current Market Rent should be one month:-

- i. prior to the expiry date of the relevant anniversary date; or
- ii. within one month of the date of exercise of the Option by the Lessee,

Handwritten signature and initials

than either party may request the President or other officer of similar status of the Australian Institute of Valuers (NSW Division) or some person nominated by him, to appoint a Valuer to act as an expert to determine the Current Market Rent, the decision of that person shall be final and binding.

10. If the Australian Institute of Valuers ceases to exist, then there will be substituted for that body a reference to such body or association as then serves substantially the same objects and purposes.

11. Deleted.

12. All costs incurred in the determination of the Current Market Rent will be shared equally by the Lessor and Lessee.

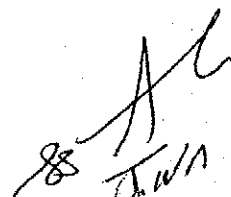
13. The Current Market Rent to be determined pursuant to this clause is the current annual open market rent of the premises based on a lease comprising the terms and conditions contained in this Lease (except rent), made between willing and fully informed parties, but not taking into account:-

- i. the value of any goodwill attributable to the business conducted by the Lessee;
- ii. any fittings or fixtures owned by the Lessee and improvements made to the Demised Premises by the Lessee;
- iii. the deleterious condition of the Demised Premises if that condition has resulted from the breach of any term of this Lease by the Lessee;
- iv. the liability of the Lessee to contribute to the Outgoings of the building;
- v. any concessions whether in the nature of rental concessions or otherwise required to secure a Lessee for the Demised Premises.

14. Nothing herein will prevent the Lessor and Lessee from agreeing upon the rent to be paid for any period of the Lease or the Lessee's occupation of the Demised Premises not in accordance with the provisions of this Part, provided that any such agreement shall be in writing and signed by both parties.

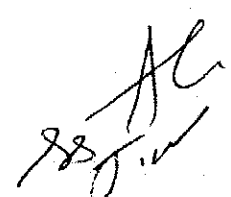
PART 5 - HOLDING OVER

15. If the Lessee continues to occupy the Demised Premises after the expiry of this Lease or any Option period, it will do so as a monthly tenant at the rental equivalent to one month's proportion of the then current annual rent plus 5%. Any monthly tenancy is on the same terms and conditions as contained in this Lease, and is determinable by either party giving one month's notice in writing.

A handwritten signature in black ink, appearing to be 'J. L. L.', is located in the bottom right corner of the page.

PART 6- RESUMPTION, DESTRUCTION OR DAMAGE TO THE PREMISES

16. The Lessor or the Lessee may terminate this Lease by written notice to the other party if the Demised premises or any part of it, is taken for public purposes by a competent authority so as to render the premises substantially unfit for occupation by the Lessee, or substantially inaccessible.
17. If during the term of this Lease (or any holding over or Option period), the whole or any part of the Building is destroyed or damaged by fire, flood, storm, tempest, lightning, war (whether declared or not), or any other cause, and as a result the Demised Premises are unusable or inaccessible, then the Lessee may by notice in writing to the Lessor:-
- (i) request the Lessor to rebuild the Demised Premises; or
 - (ii) request the Lessor to reinstate that part of the Demised Premises which is destroyed or damaged, or
 - (iii) terminate this lease.
18. If the Lessor decides that it is impractical or undesirable to rebuild the Demised Premises or reinstate the whole or any part, it must notify the Lessee of that decision within 7 days of making it. The Lessor or the Lessee may then terminate this Lease by 7 days' notice in writing to the other.
19. The Lessee cannot terminate this Lease under this clause and must pay rent and other monies under this Lease if the Lessee caused or contributed to (other than in a nominal way), the destruction or damage, or it occurs as a result of the actions or default of the Lessee, or its invitees.
20. Any termination does not affect any rights either party may already have under this Lease.
21. The Lessor has no obligation to rebuild or reinstate the Demised Premises or to make them fit for the occupation of the Lessee.
22. When the Building or the Demised Premises are destroyed or damaged and become unusable or inaccessible, all rent and any other monies payable under this Lease proportional to the nature and extent of the damage, abates. The abatement ceases when the:-
- i. the Building and the Demised premises are rebuilt; and
 - ii. the Building and the Demised premises are made accessible and fit for occupation unless the Lease is terminated under this clause.
23. The Lessee must continue to trade in the part of the Building or Demised Premises and pay rent and other money under this Lease:-
- i. if that part is useable and safe; and
 - ii. the Lessee and the Lessor are of the reasonable opinion it is practicable to do so.



24. The Lessee remains liable to pay rent and other money under this Lease up to the date of destruction or damage, and remains liable for any previous breach of the Lease.

25. Any dispute as to whether the Demised Premises or a substantial part of them have been destroyed or damaged as provided for in this Lease, or the amount or period for any abatement of rental, must be determined by a Valuer appointed at the request of either party by the President of the Australian Institute of Valuers, who shall act as an expert and not as an arbitrator, and whose decision shall be final and binding on both parties, and whose costs shall be borne equally by the Lessor and the Lessee.

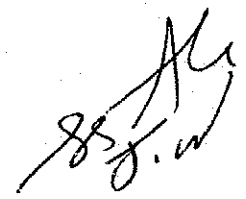
PART 7- OUTGOINGS

26. In addition to the rent the Lessee must also pay to the Lessor (or as it shall direct in writing), within twenty one (21) days of the Lessor notifying the Lessee in writing, the percentage of the following Outgoings as stated in **Item 6** of the Reference Schedule:

- i. local city, municipal or shire rates and levies (including garbage and where applicable water and excess water), in respect of the Land; and
- ii. water, sewerage and sanitary rates and usage charges in respect of the Land; and
- iii. land tax (on a single holding basis), in respect of the Land; and
- iv. premiums payable by the Lessor for all insurances (including loss of profits) effected by the Lessor in respect of the Building; and
- v. charges for lighting, power and heating, and the cost of operating and supplying all services provided by the Lessor to the Building; and
- vi. any charges, costs or expenses paid or incurred by the Lessor in relation to the Building.

27. Where the Lessee is in possession for part of a period in respect of which the outgoings referred to in this clause are payable, then the Lessee will pay a proportion of such outgoings having regard to the period of its possession.

28. The payment by the Lessee to the Lessor of any sum of money as outgoings in reimbursement to the Lessor for any insurances effected by the Lessor in respect to the Building, shall not in any circumstance operate to create any trust (constructive or otherwise), on the Lessor for the benefit of the Lessee, or to impose on the Lessor any obligation legal, equitable or otherwise for the benefit of the Lessee, or require the Lessor to contribute to the Lessee under any policy of Insurance, or the proceeds of any policy of insurance, in the event of any claim by the Lessor under any policy of insurance effected by the Lessor in respect of the Demised Premises.



PART 8 - GST

29. In the event that at any time the Federal Government enacts legislation which has the effect of imposing on the Lessor an increased or new obligation to pay or a liability to incur a tax on goods and services, or any tax in the nature or to the effect of a goods and services tax or value added tax ("the GST"), from or as a result of the receipt by the Lessor of rent and or outgoings, fees, damages for breach or otherwise, or in reimbursement of costs (including legal costs) in respect of the Demised Premises, then in addition to all other monies payable under this Lease, the Lessee shall on demand pay the Lessor for the amount of the GST from time to time paid or incurred by the Lessor in respect of this Lease.

30. The amount of GST payable as notified by the Lessor to the Lessee will in the absence of manifest error, be conclusive evidence of the amount of the GST payable.

PART 9 - QUIET ENJOYMENT

31. The Lessee paying the rent hereby reserved and duly and punctually observing and performing the covenants, obligations and provisions in this Lease, shall and may peaceably enjoy the Demised Premises during the term without any interruption or disturbance from the Lessor.

PART 10- REMOVAL OF TENANT'S FIXTURES

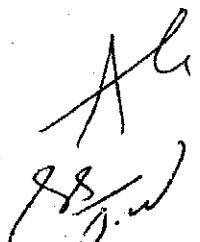
32. The Lessee shall not remove any fixtures or fittings of an electrical wiring, power, plumbing or gas nature, or air conditioning ducting, or exhaust or ventilation ducting nature, or any grease trap, or special toilet facilities such as disabled toilet facilities, which the Lessee or any other person may have installed in the Demised Premises, unless directed to do so by the Lessor, and those fixtures and fittings shall become the absolute property of the Lessor upon the expiry or termination of this Lease for any cause or reason whatsoever.

33. The Lessee shall remove all its furniture, plant, equipment, stock in trade and fixtures and fittings, apart from those referred to in the preceding clause (its Property), from the demised Premises, before the expiry or mutual termination of this Lease, or if it is terminated by the Lessor and provided no monies are owed to the Lessor, within seven (7) days after this Lease is terminated.

34. If the Lessor terminates this Lease, the Lessee may have access to the Demised Premises, at a time arranged to the satisfaction of the Lessor, and under the supervision of the Lessor, for the next seven (7) days (excluding weekends and public holidays), between 8am and 5pm. for the purposes of removing its Property and/or cleaning, repairing, painting or restoring the Demised Premises.

35. The Lessee shall not cause any damage to the Building or to the Demised Premises whilst removing its Property, shall leave the Demised Premises and Building clean and tidy after the removal, and shall be liable for the cost of any repairs or restoring of the premises due to damage caused to the premises during the removal.

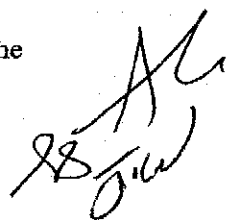
36. If the Lessee fails to remove any of its Property from the Demised Premises, the Lessor may:-

Handwritten signature and initials in the bottom right corner of the page.

- i. have the Property removed from the Demised Premises and stored, using reasonable care in removing and storing the Property, but being exempted from any liability to the Lessee for loss or damage to any of its Property through the negligence of the Lessor, its employees or agents;
 - ii. sell or otherwise dispose of any of the Lessee's Property with or without removing them from the Demised Premises, in the name of and as agent for, the Lessee.
37. In respect of all or any of the Lessee's Property which the Lessee has failed to remove from the Demised Premises, the Lessee is deemed to have abandoned the Property and title to it and the Lessor at its option acquires title to that Property through abandonment.
38. The Lessor is not obliged to account to the Lessee for the value of any property whose title vests in the Lessor by abandonment or by virtue of any other clause of this Part.
39. The Lessee is responsible for and indemnifies the Lessor in respect of -
 - i. any loss or damage caused by the Lessee, its employees or agents during the removal of the Lessee's Property from the Demised Premises; and
 - ii. the costs of removal, storage and sale of any of the Lessee's Property.
40. Notwithstanding the provisions of Clauses 32 - 37 inclusive, in the event that the Lessor becomes entitled to re-enter the Premises under this Lease, the Lessor may on re-entry, remove and dispose of by way of sale or gift, the Property left in or on the Demised Premises, without being liable for trespass, conversion or otherwise. The Lessor may then sell or dispose of the Property in the name of the Lessee, and at the Lessee's cost, and deduct from the proceeds of sale:-
 - i. the proportion of rent and any other money which was outstanding or would otherwise have been payable from the day on which the Lessor becomes entitled to re-enter the Premises, until the day on which all of the Property of the Lessee has been removed; and
 - ii. all costs incurred by the Lessor in connection with any storage or sale of the Property; and
 - iii. all other costs incurred by the Lessor in connection with the Lessee's default, but without releasing the Lessee from any further liability in respect of any balance of monies outstanding, nor from any other liability in respect of the breach or non-observance of any other covenant or provision of this Lease.

PART 11- USE OF THE DEMISED PREMISES

41. The Lessee must not use the Demised Premises for any purpose other than the purpose specified in **Item 7** of the Reference Schedule.



The Lessee must not without the written consent of the Lessor first being obtained, store chemicals, inflammable liquids or substances, acetylene, gas, or explosive oils, compounds or fluids, in or near the Demised Premises, provided that this clause will not apply in the case of a USE which is in accordance with the specified USE, but only on the condition that the Lessee shall at all times keep and observe all proper precautions in relation to the positioning, storage and the directions of all relevant authorities relating to the sale of any of those items, and complies with the provisions of all relevant legislation.

42. The Lessee acknowledges that neither the Lessor nor any person on behalf of the Lessor, has made any representation whether in writing or orally as to the USE to which the Demised Premises may be put, the suitability of the premises for the purpose of the Lessee, or the consent to any or USE by any relevant authorities. The Lessee must satisfy himself in respect of all such matters.

This lease is subject to the approval of any competent authority or body whose consent is required for the USE that the Lessee proposes. Where approval is not given, or is given subject to conditions, the Lessee may terminate this lease or may accept the approval, but in accepting the approval the Lessee must at its own expense comply with any such conditions of approval.

In the event that the Lessee terminates this lease because of non-approval or approval subject to conditions, this will not constitute a repudiation of this lease or a breach of the Lessee's covenants under this lease, and the Lessee shall deliver up the Demised Premises in accordance with the provisions herein.

PART 12- POWER OF ATTORNEY BY LESSEE TO LESSOR

43. The Lessee appoints the Lessor as the Lessee's attorney with the powers contained in this clause in the event of default by the Lessee in accordance with **Part 13.**

44. This power of attorney is:-

- i. irrevocable by the Lessee;
- ii. granted by the Lessee for valuable consideration (being the grant of this Lease by the Lessor) to secure the performance of the Lessee's obligation and the Lessor's proprietary interest over the leased premises.

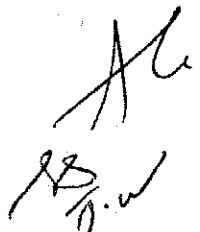
45. The Lessor as the Lessee's attorney and in the name and on behalf of the Lessee may:-

- i. remove from the leased premises, store and or sell, any plant, equipment, chattels and other property left on the leased premises by the Lessee after the Lessee has vacated the premises, or this Lease is terminated or has expired;
- ii. Transfer this Lease to an assignee of the Lessee of the Lease, and execute any other documents reasonably required in connection with the transfer of this Lease, after the Lessee vacates or abandons the leased premises, when the Lease is not terminated;

- iii. surrender this Lease, after
 - a. the Lessor has become entitled to terminate this Lease; and
 - b. the Lessee vacates or abandons the leased premises; or after
 - c. the Lessor terminates this Lease by serving a notice of termination;
 - iv. withdraw any caveat lodged by the Lessee in respect of this Lease after the Lessor effectively terminates this Lease;
 - v. grant a new lease over or in respect of any part of the Demised Premises;
 - vi. where the Lessor is entitled to enter into possession, to do so enter using such force as is reasonable in the circumstances.
46. The Lessor may
- i. act as attorney under this clause during the continuance of this Lease and during the period of 6 months after the termination of this Lease;
 - ii. register this Lease (or lease provision) as a power of attorney, at any time including after the termination of this Lease, if that is required for the exercise of any power; and
 - iii. rectify and confirm any power when exercised under this clause, as the attorney and agent for the Lessee.

PART 13- DEFAULT

47. The following obligations of the Lessee are essential terms:-
- i. The covenant to pay rent;
 - ii. The covenant as to USE;
 - iii. Covenants as to insurance;
 - iv. Covenants against assignment and subletting; and
 - v. Covenant to pay or provide a security deposit.
48. Other obligations under this Lease may also be essential terms or may be made essential terms by the Lessor.
49. The Lessor may terminate this Lease and/or re-enter, if the rent or any part thereof is in arrears for 7 days or more after the landlord has given written notice to the Lessee of this default.
50. The Lessor may terminate this Lease by giving the Lessee notice or by re-entry if the Lessee:-
- i. is insolvent;
 - ii. repudiates its obligation under the Lease; or
 - iii. does not comply with an essential term of the Lease; or does not comply with an obligation under the Lease (which is not an essential term) and in the Lessor's reasonable opinion:

Handwritten signature and initials in the bottom right corner of the page.

a. the non-compliance can be remedied but the Lessee does not remedy it within a reasonable time after the Lessor gives the Lessee notice to remedy;

b. the non-compliance cannot be remedied but the Lessor can be compensated, and the Lessee does not pay the Lessor compensation for the breach within a reasonable time after the Lessor gives the Lessee notice to pay it.

51. No delay by the Lessor in the exercise of any of its rights, powers or remedies under this Lease will be deemed to be a waiver of any such rights, powers or remedies and, except where the Lessor by notice in writing waives compliance with any covenant, condition, term or provision in this Lease, there will not be deemed to be any such waiver, and any waiver by the Lessor will not in any circumstances whatsoever be construed or operate, as a licence to the Lessee to repeat or continue any such default or breach, nor will it be construed or operate as a waiver of any prior or subsequent breach or default, whether of a like nature or not.

52. Nothing contained in this Lease prejudices or effects the rights, powers or remedies of the Lessor in respect of any antecedent breach by the Lessee of any term, provision, covenant, agreement or condition contained in this Lease.

53. In respect of the assessment of damages, the Lessee warrants to compensate and to indemnify the Lessor in respect of any breach of any essential term of this Lease, and the Lessor is entitled to recover damages for such breaches in addition to any other remedy or entitlement which the Lessor has, including the right to terminate this Lease and or re-enter the Demised Premises.

54. If the Lessee's conduct (whether by act or omission) constitutes a repudiation of this Lease (or the Lessee's obligations under this Lease), or constitutes a breach of any of the Lessee's covenants under this Lease, the Lessee warrants to compensate the Lessor for the loss or damage suffered by reason of that repudiation or breach.

55. The Lessor is entitled to recover damages from the Lessee in respect of the repudiation or breach of any covenant for the damage suffered by the Lessor during the entire term of this Lease. That entitlement is not affected or limited by:-

- i. the Lessee abandoning or vacating the Demised Premises;
- ii. the Lessor electing to re-enter and or terminate the Lease;
- iii. the Lessor accepting the Lessee's repudiation; or
- iv. if the conduct of the parties constitutes a surrender of lease by operation of law.

56. The Lessor is entitled to institute proceedings for damages against the Lessee for the entire lease term including any period before or after:-

- i. the Lessee vacated or abandoned the Demised Premises, or
- ii. the termination, repudiation, acceptance of repudiation, or of the parties conduct amounting to a surrender by operation of law;

and whether proceedings are instituted before or after any of those events.

57. If the Lessee vacates the Demised Premises whether with or without the Lessor's consent, the Lessor is entitled to take reasonable steps to mitigate its damages and without limiting the generality of the foregoing, may in addition to the Lessor's rights as the Lessee's lawful attorney, re-lease the Demised Premises or part thereof for such rental as the Lessor may using his best endeavors obtain. The Lessor's conduct in mitigating or attempting to mitigate, its losses or damages, does not constitute an acceptance by the Lessor of the Lessee's breaches, repudiation or surrender of the lease, by operation of law or otherwise.

PART 14- INTEREST

58. The Lessee must pay to the Lessor interest upon all monies owed by the Lessee to the Lessor pursuant to this Lease, where payment of such monies is in arrears for seven (7) days or more, at the rate for post-judgment interest rates contained in the **Uniform Civil Procedure Rules 2005 (UCPR)** as varied and/or amended from time to time.

59. Interest will accrue from the date that the Lessee is obliged to pay such monies to the Lessor until the actual date of payment. Interest must be paid by the Lessee within five (5) days of written notice from the Lessor requiring payment.

60. The Lessee must also pay the Lessor's legal costs (on an indemnity basis) in relation to the demand, recovery or attempted recovery of any overdue payment and interest.

61. The payment and acceptance of any interest does not constitute a waiver, acceptance or release of the breach of any covenant in this Lease.

PART 15- OPTION

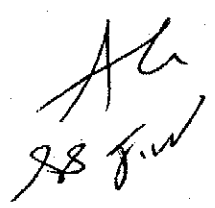
62. Subject to the provisions of this Part, if **Item 9** in the Reference Schedule states that there is an option period in this Lease, the Lessee may renew this lease for that period.

63. If more than one period is stated in **Item 9** of the Reference Schedule then the Lessee may renew this lease more than once, but only on the basis that the maximum period of this Lease and all renewals does not exceed the period provided in **Item 9 c** of the Reference Schedule, **AND** provided that the Lessee complies with the provisions of this part.

64. The Lessee may not, except with the written consent of the Lessor, exercise an option for more than one period at each relevant time for exercise of option.

65. The Lessee may only exercise an Option if:-

i. The Lessee serves on the Lessor a notice of exercise of option not earlier than the first date stated in **Item 10 a** of the Reference Schedule and not later than the last date stated in the **Item 10 b** of the Reference Schedule, and in the case of a second Option, not earlier than the first date stated in **Item 10 c** of the Reference Schedule and not more than the last date stated in the **Item 10 d** of the Reference Schedule in respect of each Option period, and

Handwritten signature and initials, possibly 'AS' and 'J. ...', located in the bottom right corner of the page.

- ii. The Lessee is not at the date of serving the Notice of Exercise of Option in breach of any term or condition of the Lease; and
- iii. The Lessee has paid the rent, all outgoings and any other payments due to the Lessor, and
- iv. The Lessee pays the Lessor's costs of and incidental to the preparation, execution, stamping and if applicable, the registration of the Lease, including any fees associated with the obtaining of any mortgagee's production and consent costs and disbursements.

66. The rent for the first year of any Option period shall be determined in accordance with **Item 11** of the Reference Schedule. Where **Item 11** refers to Current Market Rent, then the rent shall be determined in accordance with the provisions relating to Current Market Rent in **Part 4** of this Lease. Where such rent is to be determined in accordance with any increase in the CPI the provisions relating to CPI in **Part 4** of this Lease will apply. Where in **Item 11** rent is to be increased by a fixed percentage or amount set out in **Item 11**, then the rent shall be increased by that fixed percentage or amount.

67. The Option period Lease will contain the same terms and conditions as this Lease except for:

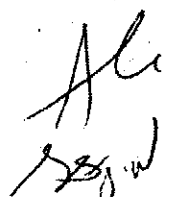
- i. The new rent;
- ii. The new commencement and termination dates of the Lease; and
- iii. If this Lease provides for only one Option or Renewal, then the deletion of this Part and any reference in the lease to Option.
- iv. If the Lease provides for more than one Option for renewal, then a reduction by one (1) of the number of Options available to the Lessee each time the Lessee exercises an Option.

PART 16- SECURITY BOND

68. The Lessee must give to the Lessor on or before the Commencement date of this Lease, a bank guarantee or other financial guarantee acceptable to the Lessor as a security bond which:

- i. is unconditional and irrevocable;
- ii. is for the sum referred to in **Item 12** of the Reference Schedule; and
- iii. is assignable by the Lessor.
- iv. The Lessor may request that the Lessee increase the security bond each year in line with increases in rent and outgoings and any applicable GST payable for the forthcoming year.

69. The Lessor may call upon, drawdown, or use the security bond to recover any loss if the Lessee does not comply with any obligation under this Lease (including but not limited to rent, outgoings, legal fees on a full indemnity basis and interest). The Lessor may without notice to the Lessee, demand payment by the bank or financial institution of an amount equal to its loss. In the event that the amount of the Lessor's loss exceeds the amount of the security bond the balance shall be recoverable as a liquidated debt payable on demand. Upon termination of the lease, and provided the Lessee has paid all monies due under the lease and attended to all of its obligations in



accordance with the lease, the Lessor will return the security bond to the Lessee, or as the Lessee may direct, within 14 days of the Lessee's obligations under the lease.

70. The Lessee must either replace or provide a further guarantee for any amount drawn down on the security bond within seven (7) days of receiving notice from the Lessor.

71. If the Lessor sells the land, the Lessor will not be liable to the Lessee for handing over the guarantee and or assigning the guarantee to the purchaser. If requested by the Lessor the Lessee must either:-

- i. enter into any document required by the purchaser to effect the assignment, and/or
- ii. provide a replacement security bond in a form acceptable to the Lessor in favour of the purchaser.

PART 17- ASSIGNMENT

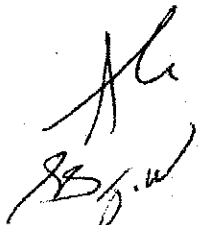
72. The Lessee must not assign the benefit of this Lease, nor part with possession of the whole or any part of the Demised Premises, nor declare a trust of them, except with the Lessor's written consent first being obtained.

73. The Lessor may consent to an assignment by the Lessee of its interest in the Demised Premises, or any part of them, on the following terms and conditions which the parties agree to be fair and reasonable:-

- i. The Lessee is not then in breach of any part of this Lease;
- ii. The Lessee is not then in breach of any term and condition of any other Deed or Agreement between the Lessor and the Lessee;
- iii. The Lessee pays the Lessor's costs, expenses and disbursements relating to or arising from the assignment;
- iv. The proposed assignee is a financially solvent responsible and respectable person;
- v. The proposed assignee provides guarantors and guarantees which are acceptable to the Lessor;
- vi. The proposed assignee and the Guarantors enter into a Deed with the Lessor containing such terms and conditions as the Lessor considers necessary and/or desirable;
- vii. The proposed assignee provides the Lessor with a security bond at least equal to the amount of the security bond in **Item 12**;
- viii. In consenting to the assignment by the Lessee or the sub-letting by the Lessee, the Lessor may increase or decrease the amount of the Security Bond noted in **Item 12** in its absolute discretion.

PART 18- INSURANCES AND INDEMNITIES

74. The Lessee must not do or suffer or permit (and whether by commission or omission) any act, matter or thing which may result in any insurance policy of the Lessor being refused or becoming void or voidable. If the Lessee brings to, or deposits in or near the Demised Premises any goods, materials, substances or equipment, fixtures or fittings or engages in any activity, which increases or is likely to increase (beyond the amount then being paid by the Lessor), the yearly premium on any policy of insurance now or at any time hereafter effected, or to be effected by the Lessor in respect of the Demised Premises, then provided that the Lessor has given to the Lessee evidence of an increase in insurance premiums stating that such increase is attributable to the Lessee's use of the Demised Premises, then the Lessee must, in addition to any other obligation under this lease for outgoings, pay to the Lessor the amount of any adjusted insurance premium(s) attributable to the Lessee's use of the premises..
75. The Lessee must at its own cost and expense, insure and keep insured all glass (plate or otherwise) plastic, perspex or similar material and surrounds now, or at any time hereafter affixed or to be affixed to all windows, skylight and doors of the Demised Premises, both internal and external, against destruction or damage howsoever caused or occasioned.
76. The Lessee must at its own cost and expense, effect and keep effected in respect of the Land, a Public Risk insurance in the sum not less than that specified in **Item 8** of the Reference Schedule, and must effect and keep effected other polices of insurance to cover the indemnities and risks referred to in **Item 8** of the Reference Schedule.
77. The Lessee must at its own cost and expense, effect and keep effected comprehensive insurance insuring the Lessee's fixtures, fittings, plant and equipment, stock -in-trade, permitted signs and all partitions (whether such partitions belong to the Lessee or the Lessor), to their full replacement value from time to time against loss or damage by fire, theft, lightning, explosion, storm, riot, earthquake damage, water leakage, sprinkler leaks (if sprinklers exist or are in the future installed), malicious damage and rainwater and contents and workers compensation insurance.
78. The Lessee acknowledges that the Lessor is not recommending that these insurances will necessarily fully cover all risks or the full value of the Lessee's interests, and further acknowledges that the Lessee will make its own assessment of its insurance needs and the appropriate amount of cover.
79. Notwithstanding anything contained in this Lease whether express or implied, the following provisions shall apply to all policies of insurance required to be effected by the Lessee. They must be:-
- i. placed with an insurer acceptable to the Lessor whose acceptance will not be unreasonably withheld and will be for such amounts and cover such risks and contain such conditions, endorsements and exclusions as are, or may be reasonably required, by the Lessor, and
 - ii. taken out in the joint name of the Lessor and the Lessee for their respective rights and interests, and
 - iii. duplicates or certified copies of such policies and all renewal certificates and endorsements, are to be given to the Lessor within seven (7) days of receipt by the Lessee.



80. The Lessee acknowledges and accepts that the Lessor will not be liable to the Lessee for any loss or damage (financial or otherwise), threatened or incurred or suffered by the Lessee in respect of any injury to the person or property of the Lessee, or of any other person occurring by reason of any defect in the Demised Premises whether latent or patent, or of any fitting or fixture in the Demised Premises, or the use, abuse or failure of the water, gas or electricity supply, or of any drain, gutter or waste pipe in or near the Demised Premises, or by reason of the entry or escape of water, gas or other substance into or from the Demised Premises or the Building by reason of fire or explosion originating in, or entering upon, the Demised Premises or the Building, or from any other cause whatsoever, whether of a like or different nature unless caused by the negligence of the Lessor.

81. The Lessee indemnifies and keeps indemnified the Lessor against all loss and damage to or in respect of the Demised Premises, and all contents in the Demised Premises belonging to the Lessor and other persons lawfully or unlawfully in, upon or near the Demised Premises, caused or contributed to by the negligent use, misuse, waste or abuse of the water, gas or electrical supply to the Demised Premises by the Lessee, its servants, agents, employees or invitees, or by any faulty gas, water or electrical fitting or fixtures of the Demised Premises, fitted or affixed by the Lessee.

82. The Lessee agrees to occupy and use the Demised Premises at its own risk, and releases and indemnifies the Lessor from and against all claims and demands of every kind and nature and from all liability (including legal costs and expenses), which the Lessor may incur in defending any action, claim, suit or proceedings in any Court (including all appeals), and whether the same or any, are successful on the part of the plaintiff (or appellant or otherwise), and which may arise in respect of any accident or damage to any property, or the death of, or injury to, of whatsoever kind or nature, any person in or near the Demised Premises, other than by the negligence of the Lessor.

83. Without limiting the generality of anything contained in this Lease, the Lessee must indemnify the Lessor from and against all actions, claims, suits, demands, losses, costs and expenses for which the Lessor may become liable in respect of, or arising from:-

- i. the overflow or leakage of water (including rain water), or gas into or from the Demised Premises, caused or contributed to by any act, omission or neglect on the part of the Lessee: and
- ii. the loss, damage or injury from any cause whatsoever to the Demised Premises, or to any property or to any person within or near the Demised Premises, occasioned or contributed to by any act, omission neglect, breach or default of the Lessee, or the use of the Demised Premises by the Lessee.

PART 19- DISPUTES AND MEDIATION

84. If a dispute arises out of or relates to this Lease (including any dispute as to the meaning, performance validity, subject matter, breach or termination of the Lease or as to any claim in tort, in equity, or pursuant to any statute) ("the Dispute") the Lessor, Lessee and or Guarantors ("the parties"), must negotiate with each other in the utmost good faith in an endeavour to resolve the Dispute.

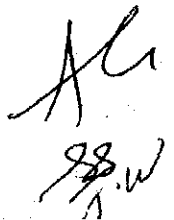
Handwritten signature and initials in the bottom right corner of the page.

85. In their negotiations towards the resolution of the Dispute, all parties to the Dispute may agree that the Dispute should be mediated. The agreement to Mediation must be in writing and signed by all parties.
86. In the event that all parties have signed an Agreement to Mediation, then no party may commence proceedings in any court in respect of the Dispute (except where a party seeks urgent interlocutory relief), unless the parties have first complied with this Part.
87. Each party must within 7 days of execution of the Agreement to Mediate, serve on all others parties a written notice specifying the nature of the Dispute and that parties' Summary of Issues in relation to the Dispute.
88. As regards the Mediation the Parties agree as follows:-
- i. Mediation of the Dispute must take place in accordance with the mediation rules of the Law Society of New South Wales and the parties must take action to have the Dispute mediated within 7 days of receiving any written notice of the Dispute.
 - ii. The Parties agree that the then President of the Law Society of New South Wales or the President's nominee, will select the mediator and determine the mediator's remuneration.
 - iii. The Parties to the mediation will be jointly responsible for the fees of the mediation and each party shall bear its own costs.
 - iv. The Parties may, but are not required to, enter into a written agreement before mediating the Dispute.
 - v. If any procedural aspects are not specified sufficiently in the rules under this clause, the parties agree to conduct the mediation regarding those aspects in accordance with the determination of the mediator whose decision regarding those aspects will be final and binding on the Parties.
 - vi. A legal representative acting for any of the Parties may participate in the mediation.

PART 20 - FURTHER COVENANTS

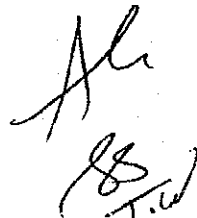
89. The Lessee must at all times comply with all Statutes, by-laws and regulations affecting or relating to the Demised Premises and their use by the Lessee and with all requirements, notices and orders made or issued by any competent body or authority having jurisdiction or authority in respect of the Demised Premises, or the use or occupation of them by the Lessee, PROVIDED THAT the Lessee will not be under any obligation to perform or carry out any structural alterations or works, the necessity for which was not caused or contributed to by the Lessee, or its use of the Demised Premises, or the number or sex of its employees.

90. The Lessee must not make any alterations whether structural or otherwise to the Demised Premises, or any part of them, without first obtaining the approval in writing of the Lessor and of the appropriate authorities to the plans and specifications. The Lessor may in its reasonable discretion refuse consent for any such proposed alteration,

Handwritten signature and initials, possibly 'A.C.' and 'J.S.W.', located in the bottom right corner of the page.

and may if consent is to be given, require the Lessee to use materials of a quality and nature as may be acceptable to the Lessor in its reasonable discretion, and require any works to be carried out in a proper and workmanlike manner, AND FURTHER the Lessor may require the Lessee to enter into a Deed containing provisions and conditions in relation to the alterations which the Lessor reasonably considers necessary.

91. The Lessee must keep the Demised Premises in a thorough state of cleanliness and must cause all trade and other waste and refuse, to be properly stored and regularly removed, and further must not cause any noisome, noxious or offensive odours or smells, to be created on or about the Demised Premises, and must not permit rats or other vermin to be in the Demised Premises, nor to do anything whereby the Demised Premises, or any part thereof, may be strained or weakened, or the walls or floors caused to sag or deflect from their rightful lines, or where damage or injury may be caused to the Demised Premises, and must not use any engine or machinery which may in the opinion of the Lessor cause vibration to the Demised Premises.
92. The Lessee must not sleep or permit others to sleep in or upon the Demised Premises.
93. The Lessee acknowledges that he will not hold the Lessor responsible for the failure of any service or facility to the Demised Premises, unless such failure is due to the negligence of the Lessor.
94. The Lessee must during its occupation of the Demised Premises pay for all water, gas and electricity consumed on the Demised Premises, and for all telephone charges and charges for the discharge of trade waste, and all other rates, charges and levies directly relating to the Demised Premises of a similar or like nature.
95. The Lessee must comply with insurance, sprinklers and/or fire alarm or fire regulations in so far as they are applicable to the Demised Premises, and in respect to any partitions which may be erected by the Lessee at the Demised Premises, and the Lessee must pay to the Lessor the cost of any alterations to the sprinklers and/or fire alarm installations which may become necessary by reason of the non-compliance by the Lessee with the regulations and/or recommendations of the Insurance Council of Australia, or the requirements of the Lessor's or Lessee's Insurers as the case may be.
96. The Lessee must not without the Lessor's prior written consent, which will not be unreasonably withheld, paint or affix any sign or poster to, or on, the Demised Premises. The Lessor may determine the size, colour and location of the signs and advertisements of the Lessee. On the termination of this Lease, the Lessee must remove the said signs, posters and the like at its own expense.
97. The Lessor and the Lessee expressly agree that if the whole or any part of the Demised premises are resumed or taken by any competent authority or body for any reason or purpose whatsoever during the term or any option or holding over period of this Lease, then the Lessor will not be liable to the Lessee for any damage (Financial or otherwise), which the Lessee may sustain as a result thereof, or as a result of the termination of this Lease.
98. The Lessee must not paint, drive or screw into, or in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work, in on or of the Demised Premises, without the prior written consent of the Lessor. On the expiration or sooner termination or determination of this Lease, the Lessee shall at its own cost and expense, reinstate

Handwritten signature and initials in the bottom right corner of the page.

the Premises, (whether or not the Lessor's consent was obtained in the first place), in relation to any act undertaken by the Lessee under, or in contravention, of this clause. Re-instatement may include, but is not limited to, the repairing, painting and / or the replacement of walls, floors, floor coverings and the ceiling.

99. Any notice or notification to be given pursuant to this Lease may be given by either party to the other by any of the methods referred to in Section 170 of the Conveyancing Act, 1919, or by leaving the same at the Demised Premises, or by pre-paid security post in an envelope addressed to the Lessee (and where more than one Lessee, to any one of them), and in the case of postage such notice or notification will be deemed to have been received on the day two (2) business days after its postage.

100. The Lessee must give to the Lessor prompt written notice of any accident in or to, or defect or want of repair, in any services to the Demised Premises, and of any circumstances likely to be, or cause any danger, risk or hazard to the Demised Premises, or any person in them.

101. The Lessee must pay the registration costs of this Lease.

102. In the event of any infectious disease occurring in or upon the Demised Premises which requires notification by reason of any Statute, Regulation or public notice, the Lessee must give all necessary notices in writing to the proper authorities and to the Lessor, and will thoroughly fumigate and disinfect the Demised premises, or undertake any remedial action or works necessary at its own expense, and to the satisfaction of the relevant authorities.

103. The Lessee must give to the Lessor prompt notice of any accident to or any defect in the water or sewerage pipes, gas pipes, electrical installation and the fittings, fixtures and equipment in or upon the Demised premises, and the Lessor will have the right, but not the obligation, to enter the demised premises as often as may be necessary to repair the same, unless the defect or disrepair was caused or contributed to by the negligence of the Lessee, or a breach of a condition by the Lessee of this Lease.

104. The Lessee must at all reasonable times allow intending purchasers or Lessees to inspect the Demised Premises, and within three (3) months prior to the termination of this Lease, or any option period, or at all times during the holding over period, allow the Lessor to affix and exhibit wheresoever the Lessor in his absolute discretion thinks fit, the usual "For Sale" or "To Let" signs, and must not remove any such signs or notices without the written consent of the Lessor.

105. The Lessee must not throw any fats, oils, tea, leaves, waste, rags or other solid matter down any sewer, sink, drain or pipes within or on the Demised premises, and must carry out at its own expense, all repairs to the drainage and sewerage system and sinks and pipes of the Demised Premises, necessitated by reason of the neglect or default of the provisions of this Clause by the Lessee, or by any other person with the knowledge actual or constructive, of the Lessee.

106. The Lessee must from time to time immediately repair and replace all broken glass, including exterior show-windows, with glass of the same or similar quality, and all damaged or broken heating, lighting electrical equipment (including power points,

AL
28 J.W.

light globes, fluorescent tubes and fluorescent starters), and plumbing (including hot water services and leaking taps), in equipment installed upon the Premises.

107. The Lessee must not hold or permit the holding of any auction, bankrupt or fire sale in or upon the Demised Premises.

108. Upon the expiration or sooner termination or determination of this lease for any cause or reason whatsoever, the Lessee expressly agrees with the Lessor to deliver up the Demised premises in good substantial repair and condition, having regard to the condition of the Demised Premises as at the date of this Lease, fair wear and tear excepted. The Lessee must as part of its obligations to the Lessor, carry out and complete to the satisfaction of the Lessor such repairs, renovations, painting and papering as is considered necessary, and in accordance with the Lessee's covenants herein in this Lease, with the intent that the Demised Premises will be reinstated to the condition and state of repair existing at the date of commencement of the Lease.

109. Notwithstanding, any provision in this Lease, either expressly or impliedly contained, the Lessor and the Lessee hereby expressly covenant and agree that the Lessor may at any time upon the giving to the Lessee reasonable notice in writing:-

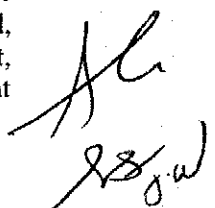
- (a) enter and view the state of repair of the Demised Premises; or
- (b) enter on the Demised Premises with workmen and others in order to attend to any alteration or renovation (structural or otherwise) to the Demised Premises which, in the reasonable discretion of the Lessor, is considered necessary, and whether or not the alterations or renovations are required by the Lessor or some other competent body or authority having jurisdiction over, on in respect of, the Demised Premises.

110. Where the Lessee has not within a reasonable time carried out any works in or upon the Demised Premises which pursuant to this Lease the Lessee is responsible for, the Lessor may with workmen and others, enter on the Demised Premises so as to carry out such work, and the Lessee hereby further agrees with the Lessor to pay the Lessor's costs and expenses in respect of such works within seven (7) days from the date of the Lessor notifying the Lessor of those costs.

111. Any act or thing done or to be done, by the Lessor pursuant to the two (2) immediately preceding Clauses will not be deemed to be a breach of the Lessor's covenant for quiet enjoyment in this Lease, and the Lessee shall make no claim or demand of whatsoever nature or kind, and whether financial or otherwise upon the Lessor in respect of any such act, matter or thing.

112. The Lessee must not do anything in or upon the Demised Premises which will be, or be likely to cause a nuisance or annoyance to the Lessor or his other tenants, or customers of the Lessor or other Lessees of the Lessor, or any other person in or near the Demised Premises, or which will interfere with the enjoyment of any residue of part thereof of the Demised Premises or any adjoining building.

113. The Lessee must, if so required by the Lessor, at the expiration of each lease period or at a minimum of every three (3) years, paint the inside walls, ceiling, wood, iron and other works now, or usually painted, with two (2) coats of good quality paint, in a workmanlike manner, and also must repaper with paper of a good quality as at

Handwritten signature and initials in the bottom right corner of the page.

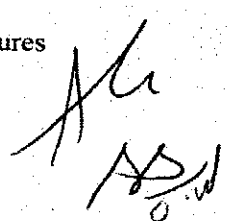
present such parts of the said premises as are now papered, and also wash, stop, whiten or colour, such parts of the said premises as are now plastered or rendered.

114. The Lessee must during the said term maintain and keep the Demised Premises in good and substantial repair and condition, fair wear and tear excepted.

115. The Lessee must not use or permit nor suffer to be used the toilets, sinks and drainage and other plumbing facilities in the Demised Premises, for any purposes other than those for which they were constructed and provided, and must not deposit or permit to be deposited therein, any rubbish or other matter, and any damage thereto caused by misuse may be made good by the Lessor at the Lessee's expense.

116. The Lessee agrees:-

- (a) It will immediately advise the Lessor of any maintenance the Lessor's fixtures in the Premises require, or any required repairs, and no less than seven (7) days after the Lessee becomes aware of the maintenance or repair being needed;
- (b) it must not carry out any modifications to any of the Lessor's Fixtures, but it can at its own cost and expense, carry out repairs or maintenance work (but not work of a structural, capital nature or replacement of items of a structural or capital nature) on the Lessor's fittings, but not without first obtaining the Lessor's written consent;
- (c) to carry out all of the manufacturer's recommended maintenance checks, (and any additional checks required by the Lessor from time to time), in accordance with the manufacturer's recommendations for any item of the Lessor's fittings;
- (d) it will not remove or re-locate the Lessor's Fixtures or any part of them, without the prior written permission of the Lessor;
- (e) it will not do, or omit to do, any act or thing likely to endanger the safety or condition of the Lessor's Fixtures;
- (f) it will comply with all relevant Acts, Regulations and By-Laws relating to the Lessor's Fixtures and their safe and proper use;
- (g) it will allow the Lessor's representatives to enter upon the Demised Premises, or any premises on which the Lessor's Fixtures are located, for the purpose of verifying, inspecting, and testing the Lessor's Fixtures at any reasonable time on first receiving written notice from the Lessor during any hour that the Lessee is open for business;
- (h) it will not allow or permit or suffer any person who does not have the appropriate experience, or hold all appropriate licences, permits and other authorities, to operate any of the Lessor's Fixtures or any item in all about the Premises; and
- (e) it will meet the cost of making good any damage to the Lessor's Fixtures or any part thereof.



117. Where, pursuant to any provision of this Lease, a determination or valuation is to be made in default of agreement between the Lessor and the Lessee as to that issue, then in the event that any person appointed to make that determination or valuation:-

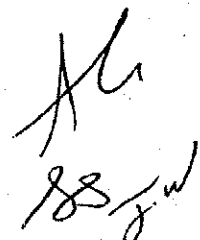
- (i) Refuses to act; or
- (ii) Dies or becomes incapacitated for any reason, prior to making their determination or valuation;

Then forthwith upon becoming aware of the refusal to act, or death or incapacity of that person, the Lessor and the Lessee shall request the same body or organisation who was responsible for the nomination of that person to appoint another like qualified person ("the substituted person"), to undertake that determination or valuation and upon the same terms and conditions mutatis mutandis as applied to the appointment of the deceased or incapacitated person or person who either cannot or refuses to act, and the determination or valuation of the substituted person when made, shall in all respects and on and upon the same conditions, be the determination or valuation required under this Lease.

118. The Lessee must at all times maintain and keep the car spaces, garden landscaped areas and open areas of the Premises and the Licensed Area, clean and tidy and maintain the landscaping to a reasonable and proper standard to the reasonable satisfaction of the Lessor, and must not place, leave or permit to be placed any debris or rubbish on any part of the Demised Premises.

PART 21 – REDEVELOPMENT (DELETED)

119. Deleted



PART 22 – DEMOLITION (DELETED)

120. Deleted.

121. Deleted.

122. Deleted.

PART 23 – LICENCED AREA and / or CAR SPACES

123. Licence

(a) Subject to the provisions of this Part 22, the Lessor as licensor grants to the Lessee as licensee an exclusive licence to use the Licensed Area during the Term and any holding over period for the following purposes:

(1) For the parking of cars in the Car Spaces; and

(2) In relation to the other areas in the Licensed Area that are not Car Spaces, for all other purposes reasonably required by the Lessee that are related or ancillary to the use of the Premises by the Lessee.

(b) The Lessor may restrict access to the Licensed Area:

(1) if required by any Authority;

(2) due to riots, civil disturbance or demonstrations;

(3) due to any other cause which in the reasonable opinion of the Lessor endangers or may endanger the Licensed Area, the Premises or any person or property in the Premises; or

(4) to carry out works necessary to repair or maintain the Licensed Area but the Lessor must do all things reasonably necessary to minimise the restriction to access for this purpose.

124. Use of the Car Spaces
The Lessee:

[Handwritten signature]
J.W.

- (a) may use the Car Spaces to park one car in each Car Space or for any other purpose reasonably required by the Lessee that are related or ancillary to the use of the Premises by the Lessee;
- (b) must not cause or allow any rubbish to be placed, thrown or dropped in or about the Land or the Licensed Area or bring any vehicle into the Licensed Area or onto the Land which is unsafe or which drips oil or fluid; and
- (c) must comply with any law relating to the Lessee's use of the Car Spaces except where the Law requires the Lessee to carry out structural works.

125 Assignment and sub-licensing

The Lessee may:

- (a) assign this licence to a person to whom it assigns the Lease; or
- (b) sub-licence the Car Spaces to a person to whom it has sub-let the Premises if that assignment of the Lease or sub-lease of the Premises has been approved by the Lessor.

126 Risk

The Lessee uses the Licensed Area and the Car Spaces at the Lessee's own risk.

127 Release

- (a) The Lessor is not responsible and has no liability to the Lessee for any claim by the Lessee as a consequence of the use of the Licensed Area or Car Spaces by the Lessee except to the extent that that claim arises because of the Lessor's default or negligence.
- (b) Without limiting the release in this clause, the Lessor will not be responsible for:
 - (1) the theft of:
 - (A) any cars;
 - (B) the parts, equipment or contents of any cars while the cars are in the Licensed Area; or
 - (2) damage, whether malicious or accidental, that any cars may sustain while:
 - (A) entering or leaving the Land;
 - (B) on the Land; or
 - (C) being moved by an employee of the Lessor.

128 Early Termination of Part of Licence Area

(a) If the proposed Redevelopment will involve the repossession or subdivision of the Development Area by the Lessor, the parties agree that the licence granted in this Part 22 will come to an end in respect of the Development Area only on and from the expiration of the date of repossession as stipulated in the notice issued by the Lessor pursuant to clause 120(a). On and from this date, the Lessee is not responsible for and has no liability to the Lessor or any other person on or about the Development Area for any injury, loss or damage which may be suffered or sustained to any property or by any person on or about the Development Area howsoever occurring unless arising out of the negligence or wilful act or omission of the Lessee, its agents or invitees.

(b) For the avoidance of doubt, the termination of part of the licence relating to the Development Area in clause 127(a) will not affect the remainder of the licence in respect of the rest of the Licensed Area.

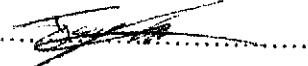
129 End of licence

- (a) When the entirety of this licence ends the Lessee must:
 - (1) remove the Lessee's Property and any cars from the Licensed Area and make good any damage caused or contributed to by the Lessee; and
 - (2) leave the Licensed Area in a neat and tidy state, clean and free of rubbish.

- (b) The Lessor may remove and store at the Lessee's cost the Lessee's Property and any cars not removed by the Lessee in accordance with clause 129(a).
- 130 Licence Fee
The licence fee payable by the Lessee is included in the Rent payable by the Lessee to the Lessor.
- 131 Parking Levy
(a) The cost of any levy, rate, charge or assessment imposed by any Authority in respect of a Car Space is not included in the car parking licence fee.
(b) The Lessee must pay any levy, rate, charge or assessment in respect of each Car Space promptly upon demand by the Lessor.

Certified correct for the purpose of the Real Property Act 1900 and executed on behalf of the company named below by the authorized person whose signature appears below pursuant to the authority specified

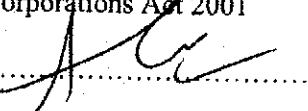
Company: CAD NOMINEES PTY LIMITED ACN 114 808 874
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person.....

Name of authorised Person: Jacqueline Wakim
Office held: Sole Director/Secretary

Certified correct for the purpose of the Real Property Act 1900 and executed on behalf of the company named below by the authorized person whose signature appears below pursuant to the authority specified

Company: RAM AUTO & TYRE SERVICES PTY LTD ACN 636 255 288
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person.....

Name of authorised Person: Ali Raza
Office held: Director

Signature of authorized person.....

Name of authorized person: Sanjeev Sharma
Office held: Secretary

SIGNED by the Guarantor)
ALI RAZA in the presence)
of)

Ali Raza

Kalpesh Patel
Witness

KALPESH PATEL
Name of witness

112 DRIFFWAY DR
PEMULWUY NSW 2145
Address of witness

SIGNED by the Guarantor)
SANJEEV SHARMA in the)
presence of)
of)

Sanjeev Sharma

Kalpesh Patel
Witness

KALPESH PATEL
Name of witness

112 DRIFFWAY DR
PEMULWUY NSW 2145
Address of witness

CONSENT TO LEASE

LEASE between

CAD NOMINEES PTY LIMITED ACN 114 808 874 (the Lessor)

RAM AUTO & TYRE SERVICES PTY LTD ACN 636 255 288 (the Lessee)

223 Woodville Road, Merrylands NSW 2160 (Folio Identifier 96/926) (the Premises)

BNY Trust Company of Australia Limited ACN 050 294 052 (the Financier)

The Financier being the proprietor of Mortgage No. AN786473 (**Mortgage**) over the Premises at the request of the parties to the subject Lease **CONSENTS** to the granting of the Lease of the Premises (including any further term validly resulting from the exercise of any option to renew the Lease) and all other provisions of the Lease subject to the following:

1. This consent is without prejudice to the right of the Financier to exercise its rights under the Mortgage subject to the rights of the Lessee under the Lease.
2. When the Financier exercises its rights under the Mortgage, it has all the rights of the Lessor under the Lease:
 - (a) to enforce observance of all covenants in the Lease relating to the use and occupation of the mortgaged property;
 - (b) to exercise all rights, powers, privileges, remedies and authorities of the Lessor (including all right of re-entry and all incidental powers); and
 - (c) to do all acts and grant all consents and licences to the same extent as if those covenants, provisions, rights, powers, privileges and authorities were given to the Financier.
3. If the Financier exercises its rights under its Mortgage and gives a written notice to the Lessee to pay the rent to it, the Lessee must pay all future rents and other moneys payable under the Lease to the Financier, who may demand and sue for them if not paid.
4. Subject to the Lessee's right of quiet enjoyment of the Premises, the Financier will not be liable to observe or perform any of the obligations of the Lessor under the Lease unless it becomes mortgagee in possession.
5. (a) The Financier provides this consent.

- 2 -

- (b) Subject to clause 5(c), but otherwise despite any other provision of this consent, each party acknowledges and agrees that:
- (i) its recourse to the Financier is limited, and the Financier's liabilities and obligations under or in connection with this consent (including for any related conduct, act, omission, transaction, agreement, representation or warranty) can only be enforced against the Financier to the extent that the Financier is actually indemnified for those liabilities and obligations out of the assets of the Fund; and
 - (ii) it may not sue the Financier, nor seek the appointment of a controller to the Financier nor prove in any liquidation of or affecting the Financier
- (b) Clause 5(b) will not apply to a liability or obligation of the Financier to the extent that it is not satisfied because the Financier's indemnification out of the assets of the Fund is reduced or is extinguished by operation of law, as a result of the Financier's fraud, wilful misconduct or gross negligence. Failure by the Financier to act due to lack of instructions or lack of proper or clear instructions will not of itself amount to fraud, wilful misconduct or gross negligence of the Financier.
- (c) Clause 5(b) applies for the benefit of the Financier's officers and agents, is not severable from this consent and this clause 5 will survive termination of this consent.

6. Limitation of Liability

Definitions

Assets includes all assets, property and rights real and personal of any value whatsoever.

Loan means any loan secured by the Mortgage.

Obligations means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, the Trustee under or in respect of this document.

Trust means any trust through which the Loan was or is to be funded including the trust established pursuant to the Think Tank Master Trust Deed dated 22 March 2013 or the Think Tank Commercial W01 Trust established pursuant to the document entitled "Mobius Trusts Master Trust and Security Trust Deed" dated 30 May 2002 or any other trust into which the Loan is assigned or transferred.

- 3 -

Trustee means BNY Trust Company of Australia Limited ACN 050 294 052.

Trust Manager means Think Tank Group Pty Limited ACN 117 819 084.

- (a) This limitation of the Trustee's liability applies despite any other provisions of this Deed and extends to all Obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Deed and to the extent of any inconsistency between the operation of this clause and any other provision of this Deed, the terms of this clause will prevail.
- (b) The Trustee enters into this document as trustee of the Trust and in no other capacity.
- (c) The parties other than the Trustee acknowledge that the Trustee incurs the Obligations solely in its capacity as trustee of the Trust and that the Trustee will cease to have any obligation under this document if the Trustee ceases for any reason to be trustee of the Trust.
- (d) Except in the case of and to the extent of fraud, gross negligence or wilful misconduct on the part of the Trustee, the Trustee will not be liable to pay or satisfy any Obligations except out of the Assets against which it is actually indemnified in respect of any liability incurred by it as trustee of the Trust.
- (e) Except in the case of and to the extent of fraud, gross negligence or wilful misconduct on the part of the Trustee, the parties other than the Trustee may enforce their rights against the Trustee arising from non-performance of the Obligations only to the extent of the Trustee's right of indemnity out of the Assets of the Trust.
- (f) Except in the case of and to the extent of fraud, gross negligence or wilful misconduct on the part of the Trustee, if any party other than the Trustee does not recover all money owing to it arising from non-performance of the Obligations it may not seek to recover the shortfall by:
 - (i) bringing proceedings against the Trustee in its personal capacity; or
 - (ii) applying to have the Trustee put into administration or wound up or applying to have a receiver or similar person appointed to the Trustee or proving in the administration or winding up of the Trustee.

- 4 -

- (g) Except in the case of and to the extent of fraud, gross negligence or wilful misconduct on the part of the Trustee, the parties other than the Trustee waive their rights and release the Trustee from any personal liability whatsoever, in respect of any loss or damage:
 - (i) which they may suffer as a result of any:
 - (A) breach by the Trustee of any of its Obligations; or
 - (B) non-performance by the Trustee of the Obligations; and
 - (ii) which cannot be paid or satisfied out of the Assets of which the Trustee is entitled to be indemnified in respect of any liability incurred by it as trustee of the Trust.
- (h) The parties other than the Trustee acknowledge that this document is subject to this clause and the Trustee shall in no circumstances be required to satisfy any liability of the Trustee arising under, or for non-performance or breach of any Obligations under or in respect of, this document or under or in respect of any other document to which it is expressed to be a party out of any funds, property or assets other than the Assets of the Trust under the Trustee's control and in its possession as and when they are available to the Trustee to be applied in exoneration for such liability PROVIDED THAT if the liability of the Trustee is not fully satisfied out of the Assets of the Trust as referred to in this clause, the Trustee will be liable to pay out of its own funds, property and assets the unsatisfied amount of that liability but only to the extent of the total amount, if any, by which the Assets of the Trust have been reduced by reasons of fraud, gross negligence or wilful misconduct by the Trustee in the performance of the Trustee's duties as trustee of the Trust.
- (i) The parties agree that no act or omission of the Trustee (including any related failure to satisfy any Obligations) will constitute fraud, gross negligence or wilful misconduct of the Trustee for the purposes of this clause to the extent to which the act or omission was caused or contributed to by any failure of the Trust Manager or any other person to fulfil its obligations relating to the Trust or by any other act or omission of the Trust Manager or any other person.
- (j) No attorney, agent or other person appointed in accordance with this document has authority to act on behalf of the Trustee in a way which

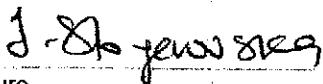
- 5 -

exposes the Trustee to any personal liability (except in accordance with the provisions of this clause), and no act or omission of such a person will be considered fraud, gross negligence or wilful misconduct of the Trustee for the purposes of this clause.

Dated this 27 day of July 2023

FINANCIER:

BNY Trust Company of Australia Limited
ACN 050 294 052 by its Attorney who state that they have no notice of revocation of the Power of Attorney dated 16 December 2020 whereby they execute this deed, document, or instrument. NSW Book 4783 No.498.


Signature _____
Julie Stojanovska

Name _____
Senior Specialist
Title _____


POOJA MEHTA

LEVEL 2, 1 BLIGH STREET, SYDNEY NSW 2000