



# FERRY STOLS LAW

Principal Director: Robert Ferry | Director: Roelof Stols

LEVEL 2, 86-88 MANN STREET, GOSFORD NSW 2250  
PO Box 1626, GOSFORD NSW 2250 DX 7219, GOSFORD  
Tel: (02) 4324 5844 Fax: (02) 4322 2836

[www.ferrystolslaw.com.au](http://www.ferrystolslaw.com.au)  
[info@ferrystolslaw.com.au](mailto:info@ferrystolslaw.com.au)  
ACN: 620 882 555

Liability limited by a scheme approved under Professional Standards Legislation

Your Ref: Ben Purdue  
Our Ref: RS:218205

12 November 2018

The Manager  
Raine & Horne Commercial  
Suite 5 206 The Entrance Road  
ERINA NSW 2251

Dear Sir/Madam

**CCTS Holdings Pty Limited Proposed Sale**  
**Property: 878 Pacific Highway, Lisarow**

We wish to advise that we act for CCTS HOLDINGS Pty Limited ACN 152 465 202 who has instructed us to forward to you a contract for the sale of 878 Pacific Highway, Lisarow to enable marketing of the property to commence.

The contract is enclosed.

We assume that no additions or alterations to the contract will be made without reference to us.

We look forward to receiving a sales advice containing the terms of sale in due course, whereupon we will complete the final contract for submission to the purchaser's solicitor and execution by our client in readiness for exchange.

We look forward to hearing from you in due course.

Yours faithfully  
**Ferry Stols Law**

Roelof Stols

Encl.

***Providing the following services***

Family Law \* Wills & Probate \* Supreme & District Court Litigation  
Sale & Purchase of Businesses \* Leases \* Civil & Commercial Disputes \* Sale & Purchase of Housing  
Insurance Claims \* Criminal Law \* All General Legal Matters

# Contract for sale of land 2018 edition

## Part 1

## Summary

CONTRACT DATE		<input type="checkbox"/> Cooling off – expires on
SETTLEMENT DATE	42nd day after the contract date	If not specified, the 42 <sup>nd</sup> day after the contract date
Electronic settlement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
PROPERTY ADDRESS	878 Pacific Highway, Lisarow, New South Wales 2250	
PRICE	\$ (including GST if any)	
Full deposit	\$ <input type="checkbox"/> Invested <input type="checkbox"/> Released <input type="checkbox"/> Bond	
Deposit holder	<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Vendor's practitioner <input type="checkbox"/> Purchaser's practitioner	
Capital gains withholding	<input checked="" type="checkbox"/> Value \$750,000 or more - see clause 7 of Terms and conditions.	

## VENDOR'S AGENT

Name	Raine & Horne Commercial	Phone	02 4365 0645	Fax	02 4385 2074
Address	Suite 5/206 The Entrance Road, Erina, NSW 2251	Email	ben@rhcoastal.com		
Co-Agent					

## VENDOR

## PRACTITIONER – SOLICITOR / CONVEYANCER

Name	CCTS HOLDINGS Pty Limited ACN 152 465 202 trading as CCTS Holdings	Name	Ferry Stols Law		
		Address	Unit 1, Ground Floor, 86 Mann Street, Gosford NSW 2250 PO Box 1626, Gosford NSW 2250		
Address	878 Pacific Highway, Lisarow, NSW 2250	Contact	Roelof Stols		
		Email	property@ferrystolslaw.com.au		
ACN/ABN	152 465 202	Phone	02 4324 5844	Fax	02 4322 2836

## PURCHASER

## PRACTITIONER – SOLICITOR / CONVEYANCER

Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					
Tenancy					

## Signatures

A company executes under section 127 Corporations Act 2001 – Insert the name and office of signatories

Vendor signature/s	Purchaser signature/s	Guarantor signature/s

**PROPERTY DETAILS**

Title	<input checked="" type="checkbox"/> Torrens <input type="checkbox"/> Qualified <input type="checkbox"/> Limited <input type="checkbox"/> Strata <input type="checkbox"/> Old system <input type="checkbox"/> Community
	<input checked="" type="checkbox"/> Folio identifier: 2/13/2417 <input type="checkbox"/> Deed: Bk. No.
	<input type="checkbox"/> Lot in unregistered plan annexed being part of
	<input type="checkbox"/> New subdivision time for registration days.
Type	<input type="checkbox"/> House <input type="checkbox"/> Vacant land <input type="checkbox"/> Home unit <input checked="" type="checkbox"/> Office <input type="checkbox"/> Shop <input checked="" type="checkbox"/> Factory <input type="checkbox"/> Farm <input type="checkbox"/> Other:
Improvements	<input checked="" type="checkbox"/> Shed <input type="checkbox"/> Separate garage/carport <input type="checkbox"/> Car space/storage exclusive use by-law <input type="checkbox"/> Swimming pool <input type="checkbox"/> Other:
Inclusions	<input checked="" type="checkbox"/> Blinds <input type="checkbox"/> Curtains <input type="checkbox"/> Insect screens <input type="checkbox"/> Stove <input type="checkbox"/> Built-in wardrobes <input checked="" type="checkbox"/> Dishwasher <input checked="" type="checkbox"/> Light fittings <input type="checkbox"/> Pool equipment <input type="checkbox"/> Clothes line <input checked="" type="checkbox"/> Fixed floor coverings <input type="checkbox"/> Range hood <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> Solar panels <input checked="" type="checkbox"/> Smoke alarms <input type="checkbox"/> Other: Wall mounted air-conditioning
Exclusions	
Possession	<input type="checkbox"/> Vacant <input checked="" type="checkbox"/> Subject to lease

**GST IN PRICE**

<input checked="" type="checkbox"/> No, because:	<input type="checkbox"/> Yes
<input type="checkbox"/> Input taxed sale of eligible residential premises	<input type="checkbox"/> Purchaser entitled to input tax credit
<input type="checkbox"/> Not in the course or furtherance of an enterprise	<input type="checkbox"/> Purchaser NOT entitled to input tax credit
<input checked="" type="checkbox"/> Going concern	<input type="checkbox"/> Margin scheme applies
<input type="checkbox"/> Farm land used for farming business or sale of subdivided farm land to an associate	<input type="checkbox"/> Mixed supply
<input type="checkbox"/> Vendor not registered or required to be registered as GST turnover < \$75,000	

**GST WITHHOLDING**

Notice is required if taxable supply of residential premises or potential residential land. See clause 6 of Terms and conditions

Notice required to be given by vendor	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Withholding required by purchaser	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

No withholding for residential premises because	No withholding for potential residential land because
<input type="checkbox"/> the premises are not new	<input checked="" type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the purchaser is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	

**LAND TAX**

Adjustment	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Foreign resident land tax surcharge to be adjusted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**STRATA OR COMMUNITY TITLE RECORD HOLDER**

Details	
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## Warranties and attachments

### Prescribed warranties

By operation of section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2017 there is implied in this contract a warranty by the vendor that, except as otherwise disclosed in this contract, at the contract date:

- (a) The land is not subject to any adverse affectation; and
- (b) The land does not contain any part of a sewer belonging to a recognised sewerage authority; and
- (c) The planning certificate attached to the contract specifies the true status of the land the subject of the contract in relation to the matters set out in Schedule 4 to the Environmental Planning and Assessment Regulation 2000; and
- (d) There is no matter in relation to any building or structure on the land (being a building or structure that is included in the sale of the land) that would justify the making of any upgrading or demolition order or, if there is such a matter, a building information certificate has been issued in relation to the building or structure since the matter arose; and
- (e) If the land is burdened or purports to be burdened by a positive covenant imposed under Division 4 of Part 6 to the Conveyancing Act 1919, no amount is payable under of that Act in respect of the land; and
- (f) The land is not subject to an annual charge for the provision of coastal protection services under the Local Government Act 1993.

The purchaser may rescind for breach of a prescribed warranty at any time prior to settlement if:

- (a) The breach of warranty relates to a failure to disclose a matter affecting the land; and
- (b) The purchaser was unaware of the matter affecting the land; and
- (c) The purchaser would not have purchased the land if the purchaser had been aware of the matter affecting the land; and
- (d) For a breach of prescribed warranty (d) above (relating to a matter that would justify the making of an upgrading or demolition order) the purchaser cannot rescind if the vendor obtains a building information certificate after the date of the contract.

### Prescribed attachments Provision 4(1) Conveyancing (Sale of Land) Regulation 2017

All titles			
<input checked="" type="checkbox"/>	Section 10.7(2) Planning certificate (previously 149(2))	<input checked="" type="checkbox"/>	A plan for the land issued by the Registrar-General
<input checked="" type="checkbox"/>	Sewerage line and sewerage connection diagrams	<input checked="" type="checkbox"/>	All deeds, dealings and other instruments shown on the property certificate for the lot
<input checked="" type="checkbox"/>	Property certificate for the lot or old system deed	<input type="checkbox"/>	A swimming pool compliance certificate, non-compliance certificate or relevant occupation certificate – if applicable

Additional for strata title			
<input type="checkbox"/>	Property certificate for common property	<input type="checkbox"/>	Strata management statement
<input type="checkbox"/>	The strata plan that shows the lot	<input type="checkbox"/>	Building management statement
<input type="checkbox"/>	By-laws including model by-laws if applicable	<input type="checkbox"/>	Leasehold strata – lease of lot and common property
<input type="checkbox"/>	All deeds, dealings and other instruments shown on the property certificate for the common property	<input type="checkbox"/>	Strata plan showing the leasehold

Additional for community title			
<input type="checkbox"/>	A property certificate for community property and any neighbourhood or precinct property	<input type="checkbox"/>	Management statements and any development contracts for the community property and any neighbourhood or precinct property
<input type="checkbox"/>	A plan creating the lot community property and any neighbourhood or precinct property		

**Statutory attachments** Certain statutes and regulations require the vendor to attach copies of certain documents.

Statutory attachments – other legislation			
<input type="checkbox"/>	Home Building Act 1989 insurance certificate (if applicable)	<input type="checkbox"/>	

**Optional attachments** The vendor may attach copies of additional documents. Attached copy documents are identified below:

Optional attachments (not a complete list)			
<input type="checkbox"/>	Section 10.7(5) Planning certificate (previously 149(5))	<input type="checkbox"/>	Survey report
<input type="checkbox"/>	Building information certificate	<input type="checkbox"/>	Evidence of swimming pool registration
<input type="checkbox"/>	Proposed plan of subdivision	<input type="checkbox"/>	Lease documentation
<input type="checkbox"/>	Crown purchase statement of account	<input type="checkbox"/>	Land tax certificate

The purchaser may rescind for the vendor's failure to attach a prescribed document at any time until 14 days after the making of the contract – provisions 17 and 18 Conveyancing (Sale of Land) Regulation 2017.

## Special conditions

In the event of inconsistency these additional terms prevail.

1. OR  See annexure

## Warnings

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**IMPORTANT NOTICE TO VENDORS AND PURCHASERS** Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

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

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

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

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

### PURCHASER'S COOLING OFF RIGHTS

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

The vendor consents to this certificate being given electronically

#### SECTION 66W CERTIFICATE

I ..... of .....  
certify as follows:

1. I am a solicitor / licensed conveyancer currently entitled to practise in New South Wales;
2. 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 at 878 Pacific Highway, Lisarow, from CCTS HOLDINGS Pty Limited ACN 152 465 202 trading as CCTS Holdings as vendor to ..... as purchaser in order that there is no cooling off period in relation to that contract;
3. I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee; and
4. I have explained to the purchaser:
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Solicitor / Licensed Conveyancer

Date: \_\_\_\_\_

# Contract for sale of land 2018 edition

## Part 2 Terms and conditions

Any alterations to these terms and conditions are made in the contract summary.  
These terms and conditions remain in their copyright form without alteration.  
2018 edition

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### 1. Making of contract

#### (a) Exchange required

This contract is made only on exchange of identical counterparts signed by the parties or their agent duly authorised in writing.

#### (b) Exchange by email, fax or post

Without limiting the methods by which this contract may be exchanged, if each party is represented by a solicitor or conveyancer, exchange may be effected in the following manner:

- (i) The purchaser's practitioner provides to the vendor's practitioner, at any of the postal address, email address or facsimile number shown in the contract summary, a complete physical or electronic copy of that party's executed counterpart authorising the

other party's practitioner to effect exchange;

- (ii) The vendor's practitioner returns to the purchaser's practitioner, by way of exchange, that party's complete dated counterpart by post, email or facsimile to any of the postal address, email address or facsimile number shown in the contract summary;
- (iii) Exchange takes place at the time of posting, the time of email delivery to the recipient's information system or delivery to the recipient's facsimile machine.

### 2. Sale and purchase

The vendor sells and the purchaser buys the property for the price.



### 3. Price and deposit

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**(a) Payment of deposit**

The purchaser must pay the deposit to the deposit holder on the making of this contract. The deposit may be paid by cash, cheque or funds transfer. The deposit holder shall hold the deposit as stakeholder. If the vendor's practitioner accepts the deposit for forwarding to the deposit holder, the deposit is taken to have been paid when it is so accepted by the vendor's practitioner.

**(b) 0.25% deposit**

If a cooling off period applies to this contract, the purchaser may pay the deposit in two instalments as follows:

- (i) On the contract date 0.25% of the price; and
- (ii) By 5 pm on the day of the expiration of the cooling off period the balance of the deposit.

**(c) Release of deposit**

If the summary indicates the deposit is to be released to the vendor, the vendor agrees to pay to the purchaser an amount equal to the deposit in the event the purchaser would have become entitled to the deposit under this contract had it not been released. The vendor grants to the purchaser a charge over the property as security for the vendor's obligation under this clause.

**(d) Investment of deposit**

If the summary indicates that the deposit is to be invested, the parties shall direct the deposit holder to invest the deposit in an at call interest bearing bank deposit at the risk of the party who becomes entitled to it. On settlement the net interest shall be shared equally by the parties. The deposit shall be paid to the party that becomes entitled to the deposit.

**(e) Deposit bond**

- (i) If the summary indicates the deposit is to be secured by deposit bond then the bond must be current from the contract date until settlement and held by the vendor's practitioner. On settlement or rescission the vendor must hand the deposit bond back to the purchaser.

- (ii) If the vendor accepts a deposit bond that expires before settlement then the purchaser must replace it with one on the same terms within the later of 30 days before its expiry or the expiry of seven days notice given by the vendor.

**(f) Deposit part of price**

The deposit shall be credited to the purchase price and the purchaser must pay the balance of the price on settlement.

**(g) Interest for late settlement**

In addition to the price, if settlement is delayed through no fault of the vendor then the purchaser shall pay interest on any part of the price, after adjustments, remaining unpaid from the day following the date payment was due until and including the day payment is made, at the rate of interest equal to the Reserve Bank of Australia Cash Rate Target plus 4%.

### 4. Adjustments

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**(a) General rule**

The vendor is entitled to the income and liable for the outgoings of the property up to and including the adjustment date being the date of settlement or earlier occupation unless otherwise agreed.

**(b) Rent**

Rent and outgoings must be adjusted. Unpaid rent will be adjusted as paid and the debt remains that of the vendor.

**(c) Unbilled usage charges**

The vendor will pay for service usage charges for any unbilled period up to and including the day of settlement by using the immediately prior period to ascertain a daily charge for calculation purposes.

**(d) Discounts**

If an adjustable amount has been reduced by legislation then it is the reduced amount that is adjusted.

**(e) Land tax**

If the summary specifies that land tax is to be adjusted then the following formula shall apply to establish the amount to be adjusted – the

unimproved capital value of the property less the threshold, multiplied by the rate.

**(f) Part of rateable lot**

If the property forms part of an assessment for a greater parcel then the amount to be adjusted shall be determined on a proportional area or unit entitlement basis.

**(g) Administrative, capital works and other funds**

The strata title and community title administrative and capital works fund and any other contribution disclosed in this contract for adjustment shall be adjusted as at the date of settlement. The vendor will allow any amount raised by special levy before contract unless the work to which it relates has not commenced. The purchaser will pay any special levy raised after contract. A special levy is one that is not covered by the capital works fund.

**(h) Footpath work**

The vendor will pay for the completion of any work to the property footpath or street in progress at the contract date.

**(i) Adjustment on paid basis**

Adjustments shall be made on a paid basis and cheques in payment presented at settlement but retained and forwarded to the relevant authority by the purchaser following settlement.

**(j) Dealing lodgement fees**

If the vendor gives the purchaser a document other than the transfer for registration, the vendor must pay the lodgement fees plus 20%.

**(k) Settlement cheques**

If the vendor requires more than five cheques on settlement an amount of \$10 per cheque in excess of five cheques will be adjusted in favour of the purchaser.

**(l) Adjustments and GST**

For adjustment of an outgoing, the amount to be adjusted shall not include the GST on the outgoing if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing.

## 5. GST

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**(a) A taxable supply**

Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.

**(b) Said to be a taxable supply but not one**

If the sale is made as a taxable supply that subsequently proves not to be one, then the vendor will repay to the purchaser any money paid on account of GST.

**(c) Taxable as a Mixed supply**

If the summary indicates that GST is payable as a mixed supply, then:

- (i) GST is included in the price.
- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable on settlement on the value of the commercial building and not the residential component which is input taxed.
- (iv) The parties must agree the value of the commercial and residential components failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

**(d) Going concern**

This clause applies if going concern is specified in the contract summary.

- (i) The purchaser warrants that it is registered for GST.
- (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38–325 of the GST Act (A New Tax System (Goods and Services Tax) Act 1999) and that the supply is GST-free for the purposes of the GST Act.
- (iii) The vendor must continue to carry on the enterprise until settlement.

- (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, then upon serving the purchaser with a copy of the demand assessment or correspondence and a tax invoice the purchaser shall pay the amount of the GST to the vendor and charges the land with its payment.

**(e) Farm Land**

This clause applies if farm land used for farming business or sale of subdivided farm land to an associate is specified in the summary.

- (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
- (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business then, upon serving the purchaser with a copy of the demand, assessment or correspondence and a tax invoice the purchaser shall pay the amount of the GST to the vendor and charges the land with its payment.

## **6. GST withholding - Residential premises or potential residential land**

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The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act;

**(a) Vendor's notice**

- (i) If the summary indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the summary; otherwise

- (ii) The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.

**(b) Amount to be withheld by the purchaser:**

- (i) Where the margin scheme applies 7% of the purchase price; Otherwise
- (ii) 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

**(c) Purchaser to notify Australian Taxation Office**

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany a payment.

**(d) Purchaser to remit withheld amount**

- (i) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
- (ii) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

**(e) Vendor to indemnify purchaser**

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

**(f) Compliance costs**

The vendor must pay to the purchaser \$330 as an adjustment on settlement for withholding and remitting of the withheld amount.

## **7. Foreign Resident Capital Gains Withholding Payments**

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In the event that this sale is of a property with a value of \$750,000 dollars or more then:

**(a) Clearance certificate or variation**

- (i) The vendor must immediately advise the purchaser whether a clearance certificate or variation notice from the Australian Taxation Office will be provided.
- (ii) A clearance certificate or variation must be given at least 7 days prior to settlement.

**(b) Withholding and remission of payment**

- (i) If the vendor gives a clearance certificate, the purchaser must not withhold any amount.
- (ii) If the vendor gives the purchaser a variation notice, the purchaser must withhold the amount specified in that notice.
- (iii) In the event that the vendor does not provide a clearance certificate or a variation notice prior to settlement then the purchaser must withhold 12.5% of the purchase price on account of the Foreign Resident Capital Gains Withholding Payment.
- (iv) The purchaser must remit to the Australian Taxation Office any amount withheld on account of the Foreign Resident Capital Gains Withholding Payment as soon as possible following settlement.

**(c) Compliance costs**

The vendor must pay to the purchaser costs of \$330 as an adjustment on settlement for withholding and remittance of the Foreign Resident Capital Gains Withholding Payment.

**(d) Vendor to indemnify purchaser**

In the event that for any reason the purchaser becomes liable to pay an amount to the Australian Taxation Office on account of a liability arising out of the obligations of the vendor and purchaser under the Taxation Administration Act 1953 then the vendor indemnifies and holds harmless the purchaser from all amounts for which the purchaser becomes liable.

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**8. Warranties, title and risk**

**(a) Vendor's warranties as to title**

Except as otherwise disclosed in this contract the vendor warrants at the contract date that the vendor:

- (i) Has, or by the due date for settlement will have, the right to sell the property; and
- (ii) Is under no legal disability; and
- (iii) Is in possession of the property, either personally or through a tenant; and
- (iv) There are no encroachments by or upon the property except for any fencing irregularities; and
- (v) Has not made a material misdescription of the property in the contract summary or anything attached; and
- (vi) Has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the property and which gives another party rights which have priority over the interest of the purchaser; and
- (vii) Will at settlement be the holder of an unencumbered estate in fee simple in the property; and
- (viii) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods that comprise part of the property; and

**(b) Vendor's warranties as to affectations**

Except as otherwise disclosed in this contract the vendor warrants at the contract date that the vendor has no knowledge of any of the following:

- (i) Public rights of way over the property;
- (ii) Easements over the property;
- (iii) Latent defects in the property;
- (iv) Lease or other possessory agreement affecting the property;
- (v) Notice or order affecting the property which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (vi) Legal proceedings which would render the sale of the property void or voidable or capable of being set aside.

**(c) Purchaser's warranty – no other agent**

The purchaser warrants that there was no introduction to the vendor or the property by any real estate agent who may be entitled to claim commission as a result of this sale other than the vendor's agent identified in the summary.

**(d) Passing of risk**

Risk of the property passes to the purchaser on the purchaser taking possession or on settlement, whichever occurs first.

**(e) Damage to property**

- (i) If the property is damaged after the contract date but the damage does not materially and adversely affect the ongoing use of the property, the price must be adjusted in favour of the purchaser by an amount equal to the cost of repairing the damage or the reduction in value of the property occasioned by the damage, whichever is the lesser.
- (ii) If the property is damaged after the contract date to a degree which materially and adversely affects the ongoing use of the property, either party may rescind.

**9. Possession**

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**(a) Vacant possession on settlement**

Vacant possession shall be given to the purchaser on settlement unless the property is sold subject to a tenancy.

**(b) Early possession**

If the purchaser with the vendor's consent takes possession prior to settlement then:

- (i) Such possession is as a licensee only. Such licence at will may be terminated at any time on seven days notice;
- (ii) The risk passes to the purchaser on possession and a policy of insurance against all risks for the value of the property with the usual extensions and including public risk must be produced to the vendor before possession;
- (iii) The property must be kept in the state of cleanliness and repair consistent with its

condition before possession and its structure must not be altered;

- (iv) The purchaser must not sublet or part with possession of the property and must not contravene any statutory requirements affecting the property;
- (v) The purchaser must allow the vendor or any person authorised by the vendor to inspect the property on 24 hours notice;
- (vi) The purchaser must pay any licence fee agreed;
- (vii) Any expenses incurred by the vendor in remedying breaches of the terms of this licence must be reimbursed by the purchaser.

**10. Lease**

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This clause applies if the summary indicates the property is sold subject to a lease.

**(a) Vendor has not misled tenant**

The vendor warrants that no false or misleading information was provided to the tenant to induce the tenant to enter, renew or vary the lease and no provision of the lease is unenforceable for any reason including a non-disclosure.

**(b) Attornment notice and documents**

The vendor shall on settlement provide all documents relevant to any tenancy to which the property is subject together with an authority for future rent to be paid at the direction of the purchaser.

**(c) Guarantee of lease**

The vendor shall cause any guarantee of the performance of any tenancy agreement to be replaced by a guarantee in favour of the purchaser on the same terms.

**(d) Retail leases legislation**

Any non-compliance with disclosure provisions of the retail leases legislation must be rectified by the vendor prior to settlement.

**(e) Transfer or replace security**

The vendor must pay or transfer to the account of the purchaser any cash bonds or sureties for the performance of the lease. Non-transferable

sureties must be replaced by sureties in favour of the purchaser.

**(f) Outstanding work**

The vendor must finalise any outstanding tenancy work or obligations to the tenant before settlement.

**11. Requisitions**

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- (a) The parties agree that the warranties as to title and affectations given by the vendor in the clause relating to Warranties, Title and Risk replace requisitions.
- (b) The replacement of requisitions with warranties as to title does not alter the obligation of the vendor to convey a good title to the purchaser.

**12. Transfer/conveyance**

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The purchaser must serve the vendor with the transfer or conveyance 14 days prior to settlement. Submission of the transfer or conveyance does not imply acceptance of the property or its title.

**13. Work orders**

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The vendor must, prior to settlement, comply with any order, direction or notice given by a government authority before the contract date and, if this contract is completed, the purchaser must comply with any other order, direction or notice.

**14. Settlement and Notice to Complete**

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**(a) Date**

The parties will settle on the settlement date.

**(b) Venue**

Settlement must take place at the office of the practitioner for the vendor or the first discharging mortgagee or in Sydney CBD. In the event that either party requires a different location for settlement then that party will pay the additional expenses of the other party including any agency or mortgagee fees.

**(c) Electronic settlement**

This clause applies if the summary specifies, or the parties otherwise agree, that settlement is to take place electronically.

- (i) Each party must conduct the settlement in accordance with the Electronic Conveyancing (Adoption of National Law) Act 2012 and the Model Participation Rules.
- (ii) The vendor must immediately following exchange populate the electronic workspace.
- (iii) The parties must follow the participation rules until settlement unless a party gives notice to the other that settlement is not to be effected electronically.
- (iv) The vendor must nominate a time of the day for locking of the workspace at least seven days before the due date for settlement.
- (v) Settlement occurs when the workspace records that:
  - A. The exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - B. If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the property have been accepted for electronic lodgement.
- (vi) If after locking of the workspace at the nominated settlement time settlement has not occurred by 5 pm on that day then the parties must do everything reasonably required to effect settlement electronically the next business day.
- (vii) If completion cannot take place electronically due to a computer system failure then a paper settlement is to be rescheduled to take place within two business days and will not constitute a default by either party.
- (viii) If NSW Land Registry Services is unable, due to system failure, to participate in electronic settlement the parties may, if the workspace permits, settle by completing the financial settlement and simultaneously delivering all title documentation in the lodgement case to

the purchaser or the purchaser's mortgagee.

- (ix) The vendor must deliver by express post or document exchange to the purchaser, or make available for collection by the purchaser immediately following settlement, all documents and things deliverable to the purchaser on settlement that are not delivered during electronic settlement.

**(d) Notice to complete**

In the event that the settlement has not occurred by the settlement date a party may serve a notice appointing an essential time for settlement which must be reasonable in all the circumstances but need not be more than 14 days from service of the notice.

In the event that the notice is served at least seven days after the settlement date the party serving the notice may claim costs for the issue of the notice agreed at \$300 plus GST.

**(e) Vendor's settlement obligations**

At settlement, the vendor must deliver to the purchaser:

- (i) The property and each inclusion in the same condition as that asset was at the contract date subject only to fair wear and tear occurring in the normal course of use between the contract date and settlement;
- (ii) The certificate of title or the title deeds for the property unless the title is electronic;
- (iii) A discharge, in registrable form where applicable, of each encumbrance, charge or security interest affecting the property;
- (iv) A duly executed transfer or conveyance of the property in registrable form;
- (v) Assignments to the purchaser of all leases and contracts relevant to the property;
- (vi) A strata / community title notice of interest / lease / mortgage;
- (vii) If the property is subject to land tax, a clear land tax certificate;
- (viii) Such other notices, documents, instruments and assignments reasonably requested by the purchaser prior to

settlement which are required to be executed or registered under any statute or otherwise to enable the purchaser to take possession of and title to the property;

- (ix) Any other document or thing reasonably necessary to give full effect to this contract.

If the title is electronic, the vendor must cause the CoRD Holder Consent, including the details of the documents to be registered provided by the purchaser, to be recorded at LRS.

**(f) Purchaser's settlement obligations**

At settlement, the purchaser must:

- (i) Pay, as directed by the vendor, the balance of purchase money plus or minus the net amount of adjustments required to be made between the parties in accordance with this contract;
- (ii) Authorise the deposit holder to account as the vendor directs for the deposit, plus half of any interest earned thereon, which vests in the vendor by virtue of settlement.

If the title is electronic, the purchaser must have provided the vendor with the necessary details of the documents to be registered for inclusion in the CoRD Holder Consent recorded at LRS.

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## 15. Strata title and community title

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This clause applies if the property is strata or community title.

**(a) Inspection of records**

The vendor hereby authorises the purchaser to inspect the books and records of the owners corporation or community association.

**(b) Section 184 certificate**

The vendor must at the purchaser's expense, to be paid on settlement, provide a certificate under s 184 of the Strata Schemes Management Act 2015 or s 26 of the Community Land Management Act 1989 no less than seven days before completion.

**(c) Notice of transfer**

The purchaser must provide the vendor with a notice of transfer for settlement, execution and delivery to the purchaser on settlement.

**(d) Meetings after contract date**

The vendor must advise the purchaser of any general meeting of the owners corporation or community association to be held after contract and if requested appoint the purchaser as the vendor's proxy.

**(e) Vendor's warranty**

The vendor warrants that there is no proposed levy or special expense or change in unit or lot entitlement or change in by-laws or the management statements not disclosed in this contract.

## **16. Unregistered plan**

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This clause applies if the property is a lot in an unregistered plan.

**(a) Plan registration**

The vendor will use reasonable endeavours to have the plan registered within the time specified in the summary and will not do or fail to do anything that may delay such registration.

**(b) Minor alterations**

The purchaser will have no recourse in the event that, in order to register the plan, a statutory authority requires minor alterations to the position, size or shape of the lot or new easements or restrictions not detrimental to the lot.

**(c) Settlement**

Settlement shall take place 14 days after notice from one party to the other of registration of the plan.

## **17. Old system title**

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This clause applies if the property is old system title.

**(a) Abstract**

Within seven days of contract the vendor must serve an abstract of title.

**(b) Good root of title**

The abstract must commence with a good root of title not less than 30 years old and must in chronological order trace the events and deeds up to and including the vendor's title.

**(c) Copies of deeds**

If a copy of a deed is provided then the abstract need only note it in the chronology and need not abstract its purpose, parties, property, consideration, import or content.

**(d) Search**

Any search held by the vendor shall be provided to the purchaser with the vendor's abstract of title.

**(e) Location of deeds**

The vendor must establish the location of the original deeds.

**(f) Conveyance**

The purchaser must serve the vendor with the conveyance after receipt of a proper abstract of title at least 14 days prior to the settlement date. Submission of the conveyance does not imply acceptance of the property or its title.

**(g) Certified copy of lost deed**

If the vendor is unable to locate an original deed after diligent enquiry, the purchaser must accept a certified copy of the registration copy of that deed. If there is no registration copy of a missing deed then the vendor must cause a deed confirmatory of the original to be obtained or provide such other evidence as is reasonably required to establish the deed.

**(h) Covenant to produce**

The vendor must covenant to produce deeds that are common to the property and other properties and must prior to settlement permanently lodge them at NSW Land Registry Services.

## **18. Qualified title**

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This clause applies if the property is qualified title.

**(a) Old system provisions apply**

Except as provided in this clause, the vendor must comply with the requirements for old system title above.

**(b) Abstract up to caution only**

The obligation of the vendor to provide an abstract of title is reduced to the period from the good root of title to the day of entry of the caution on the folio identifier for the property.



(c) **Transfer six years after entry of caution**

In the event that the transfer of title to the purchaser will take place more than six years after the entry of the caution on the qualified title, which will result in the caution being removed on registration of the transfer, then the vendor need not provide an abstract of title.

## **19. Limited title**

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This clause applies if the title to the property is a limited title.

The obligation of the vendor to provide an abstract of title is either not required if a delimitation plan is attached to the contract or otherwise confined to deeds that establish by description the location area and boundaries of the property.

## **20. Crown consent and purchase money**

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(a) **Vendor to pay Crown**

Unless otherwise provided any money owing to the Crown on account of purchase money is payable by the vendor.

(b) **Crown consent to transfer**

- (i) In the event that consent to transfer is a requirement noted on title then the purchaser must complete its part of the application for consent and forward it to the vendor within seven days of contract. The vendor must within a further seven days complete and submit the application.
- (ii) Settlement is subject to the grant of consent on conditions that are not onerous on either party to an extent that makes it reasonable not to proceed.
- (iii) In the event that consent to transfer is delayed then the time for settlement will be extended to allow for delays. In the event that consent is not forthcoming by 90 days of contract then either party may rescind.

## **21. Contractual remedies**

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(a) **Purchaser's rights to rescind**

The purchaser may by notice:

- (i) Rescind if the vendor is in **material breach** of a warranty given, as to title and as to

affectations, in the clause relating to Warranties, Title and Risk provided that:

- A. The matter or thing constituting the breach of warranty was **not known to the purchaser** at the contract date; and
  - B. The **purchaser would not have purchased** the property had the purchaser known of the matter or thing; and
  - C. The **vendor fails to remedy** the warranty breach within 14 days of a notice to remedy served by the purchaser;
- (ii) Rescind if one of the **purchasers dies** prior to settlement;
  - (iii) Rescind if the vendor following reasonable notice refuses to **comply with a reasonable requisition** on title or conveyance;
  - (iv) Rescind if the **vendor fails to register a plan** of subdivision in accordance with this contract provided the purchaser has not done anything that may delay such registration;
  - (v) Rescind if a **statutory authority requires** other than minor alterations to the position, size or shape of the lot or **new easements or restrictions** that adversely affect the lot;
  - (vi) Rescind if the **vendor fails to comply with any order**, direction or notice given by a government authority before the contract date;
  - (vii) Rescind if the **purchaser is substantially disadvantaged by a levy or a special expense** or change in unit or lot entitlement or change in by-laws or the management statement after contract date;
  - (viii) Rescind for **failure of a condition** in accordance with the provisions hereof;
  - (ix) Rescind for **failure to obtain the Crown's consent** to transfer on conditions that are not onerous on either party to an extent that makes it reasonable not to proceed;
  - (x) Rescind if the **vendor fails to rectify non-compliance with the retail leases legislation** within 14 days of a notice to remedy by the

purchaser if such non-compliance entitles the tenant to take action that may be detrimental to the purchaser;

- (xi) Rescind if **false or misleading information was provided to the tenant** or a provision of the lease is **unenforceable** for any reason including a non-disclosure;
- (xii) Rescind if the **property is damaged** after the contract date to a degree that materially and adversely affects the ongoing use of the property.

**(b) Purchaser's right to terminate**

The purchaser may by notice terminate on breach or **failure by the vendor to comply with a condition** of this contract.

**(c) Effect of rescission by purchaser**

On rescission the purchaser is entitled to a refund of all money paid on account of the purchase price and, neither will have any right of action against the other.

**(d) Effect of termination by purchaser**

On termination pursuant to an express right of the purchaser, the purchaser is entitled to a refund of all money paid on account of the purchase price and to claim damages.

**(e) Purchaser to surrender occupation**

In the event that the purchaser is in occupation of the property then on rescission or termination possession of the property in the condition it was in at the time of occupation shall immediately be returned to the vendor who is entitled to any occupation fees paid or payable.

**(f) Limitation on purchaser's rights**

The purchaser may not claim damages, rescind or terminate on account of:

- (i) The **quality of improvements** or inclusions and their condition and state of repair at the contract date;
- (ii) Any **infestation and dilapidation** at the contract date;
- (iii) **Fair wear and tear** after the contract date;
- (iv) **Anything disclosed** in this contract or known to the purchaser at the contract date;

(v) Subject to the Conveyancing (Sale of Land) Regulation 2010, **any matter discoverable by inspection** of the property or, other than encroachments, by survey;

(vi) **Any easement, restriction, caution, limitation** or other matter disclosed in this contract;

(vii) Any notification in the **Crown grant**;

(viii) The connection of any **services** passing to or from the property to or from any other property;

(ix) The existence, ownership and location of **fences**, retaining walls, and party walls and associated easements;

(x) Any **representation by the vendor** not included in this contract;

(xi) **Exploration licences** and authorities.

**(g) Vendor's rights to rescind**

The vendor may by notice:

- (i) Rescind if acting on reasonable grounds, conveyed to the purchaser by notice, the **purchaser fails** within 14 days of that notice to **waive a requisition**;
- (ii) Rescind if one of the **vendors dies** prior to settlement;
- (iii) Rescind in the event the **vendor** has complied with the clause relating to Unregistered Plans but has failed nevertheless to **register a plan** of subdivision;
- (iv) Rescind this contract for **failure of a condition** in accordance with the provisions of this contract;
- (v) Rescind for **failure to obtain the Crown's consent** to transfer on conditions that are not onerous on either party to an extent that makes it reasonable not to proceed;
- (vi) Rescind if the **property is damaged** after the contract date to a degree that materially affects the ongoing use of the property.

**(h) Vendor's rights to terminate**

The vendor may by notice:

- (i) Terminate if the **deposit cheque is not met on presentation**. This right to terminate, if not exercised, is lost once the deposit is paid;
- (ii) Terminate in the event that, following a seven day notice given at any time within 30 days of the bond expiry date, the **purchaser fails to replace the bond**. This right to terminate, if not exercised, is lost once the bond is replaced or deposit paid;
- (iii) Terminate by notice following the **failure by the purchaser to comply**, on 14 days notice to do so, with an **essential term** of the contract;
- (iv) Terminate if the purchaser fails to obtain by the settlement date a required approval under the Foreign Acquisitions and Takeovers Act 1975.

**(i) Effect of rescission by vendor**

On rescission the vendor must refund all money paid on account of the purchase price but is entitled to any occupation fees paid or payable by the purchaser. There will be a restitution of each party to the position they were in prior to this contract and other than for a claim for restitution neither will have any right of action against the other.

**(j) Effect of termination by vendor**

On termination, pursuant to an express right of the vendor, the vendor is entitled to keep or recover the deposit and redeem any deposit bond and claim damages and is entitled to any occupation fees paid or payable. The vendor may also hold any other money paid by the purchaser for six months as security for any damages suffered by the vendor as a result of a breach of this contract by the purchaser.

## **22. Disputes**

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**(a) Injunctions**

A party may seek urgent interlocutory relief in relation to the actions of the other party under this contract without first seeking mediation.

**(b) Mediation**

If a dispute arises out of, or relates to, this contract including a dispute as to any error in description or misdescription, or to breach, termination or rescission of this contract, a party to the contract

may not commence court proceedings relating to that dispute unless:

- (i) The party claiming the dispute has arisen has given written notice to the other party specifying the nature of the dispute; and
- (ii) The parties first endeavour in good faith to resolve the dispute expeditiously using mediation, applying the procedures and within the time frames specified below.

**(c) Mediation procedure**

Upon the service of a dispute notice the parties must jointly agree on a mediator and the mediator's remuneration. If the parties fail to agree within 5 business days of the service of the dispute notice or such other period agreed by the parties, either party may ask the President of the Law Society of NSW to appoint a mediator on behalf of the parties and determine the mediator's remuneration.

**(d) Conduct of mediation**

The parties must observe the instructions of the mediator about the conduct of the mediation and seek to resolve the dispute with the assistance of the mediator within 10 business days of the appointment of the mediator or such other period agreed by the parties. If the dispute is not resolved within that time then either party may commence court proceedings.

**(e) Costs**

The costs of the mediator will be borne equally by the parties.

## **23. Guarantee**

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**(a) Guarantee**

In consideration of the vendor contracting with the purchaser, the guarantor guarantees the performance by the purchaser of all of the purchaser's obligations under the contract and indemnifies the vendor against any loss whatsoever arising as a result of the default by the purchaser.

**(b) Vendor need not first pursue purchaser**

The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from

the obligation to pay any balance that may be owing to the vendor.

**(c) Guarantor's successor**

This guarantee is binding on the executors, administrators and assigns of the guarantor and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

## **24. General**

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**(a) Inspections, reports and enquiries**

- (i) The vendor must serve the purchaser with a land tax certificate.
- (ii) In the event that settlement is to take place within 14 days of the date of this contract then the purchaser does not have to complete before the date on which the vendor serves a land tax certificate.
- (iii) In the event that settlement is to take place later than 14 days of the date of this contract then the purchaser does not have to complete earlier than 14 days after the day on which the vendor serves a land tax certificate.
- (iv) The vendor must authorise the purchaser to obtain any certificates, approvals, notices or orders relating to the property.
- (v) The purchaser or persons authorised by the purchaser may by prior arrangement inspect the property just prior to any appointment made for settlement to verify that vacant possession of the property in a condition consistent with its condition at the contract date will be available at settlement.

**(b) Swimming pools**

In the event that a certificate of non-compliance is attached to this contract then the purchaser must satisfy the compliance requirements and indemnifies the vendor against any and all liabilities resulting from such non-compliance.

**(c) Variation**

This contract may only be varied by a document duly executed by the parties.

**(d) Entire understanding**

This contract contains the entire understanding between the parties. All previous contracts,

representations, warranties, explanations and commitments, expressed or implied, are superseded by this contract. The implied terms for sale of land prescribed in Schedule 3 of the Conveyancing Act 1919 are excluded from this contract.

**(e) Foreign Acquisitions and Takeovers Act 1975**

If approval is required under this Act the purchaser must provide the vendor with evidence of such approval.

**(f) Costs**

Each party must pay its own legal costs and expenses in relation to the negotiation, preparation and execution of this contract and other documents referred to in it, unless expressly stated otherwise.

**(g) Stamp duty**

The purchaser must pay any stamp duty on this contract and any document executed under it.

**(h) Waiver or partial exercise**

A waiver or partial exercise of a right relating to this contract does not prevent any other exercise of that right or the exercise of any other right.

No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

**(i) Not deal with contract**

A party must not sell, transfer, delegate, assign, license, mortgage, charge or otherwise encumber any right or obligation under this contract to any person without the prior written consent of the other party, which consent must not be unreasonably withheld.

**(j) Continuing obligations following settlement**

The agreements in this contract do not merge on settlement but, to the extent that they have not been fulfilled and satisfied or are capable of having effect, remain in full force and effect.

**(k) Time**

Unless otherwise stated time is not essential but reasonable and if the time for an action to be performed falls on a non-business day or non-

calendar day then the time shall be extended to the next business day.

## **25. Service of notices**

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A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to the address specified in the contract summary, when it will be treated as having been received on the second business day after posting; or
- (c) Faxed to the facsimile number specified in the contract summary, when it will be treated as received when it is transmitted; or
- (d) Sent by email to the email address specified in the contract summary, when it will be treated as received when it enters the recipient's information system.

## **26. Interpretation and governing law**

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### **(a) Interpretation**

In the interpretation of this contract:

- (i) This contract comprises these terms and conditions, the contract summary and anything attached to the contract summary;
- (ii) In these terms and conditions, words and expressions that are defined in the contract

summary have the meaning given to them in the contract summary;

- (iii) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (iv) Words denoting the singular include the plural and vice versa; words denoting individuals or persons include bodies corporate and vice versa; references to documents or agreements also mean those documents or agreements as changed, novated or replaced; and words denoting one gender include all genders;
- (v) Parties must perform their obligations on the dates and times in New South Wales;
- (vi) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (vii) References to a party are intended to bind their executors, administrators and permitted transferees;
- (viii) Obligations under this contract affecting more than one party bind them jointly and each of them severally.

### **(b) Governing law**

This contract is governed by the law of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.

**SPECIAL CONDITIONS TO THE CONTRACT BETWEEN:**

Parties: CCTS Holdings Pty Ltd

and

Property: 878 Pacific Highway, Lisarow, NSW 2250

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**1. Conditions if sale of property 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 13 of the Property, Stock and Business Agents Regulation 2014 and Section 68 of the Property, Stock and Business Agents Act 2002:

- 1.1 The following conditions are prescribed as applicable to and in respect of the sale by auction or land or livestock:
- (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
  - (b) A bid for the vendor 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 vendor;
  - (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 vendor;
  - (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.
- 1.2 The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;

- (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces "vendor bid".
- 1.3 The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of a co-owner;
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
  - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
  - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

## **2. Contamination**

- 2.1 The purchaser accepts the property in its present condition and state off repair and latent and patent defects including but not limited to any contamination by any hazardous substances.
- 2.2 The purchaser will make no objection, requisition or claim for compensation nor have any right of rescission or termination arising from the existence of any contaminants in or on the property.

## **3. GST**

- 3.1 The purchase price on the front page of the contract is exclusive of any GST and the purchaser must pay to the vendor on completion of this contract in addition to the price the amount of the GST which amount will be deemed to be part of the balance of purchase money due and payable, if GST is payable and or deemed payable by the ATO
- 3.2 The vendor shall provide the purchaser with a tax invoice on settlement thereby enabling the purchaser to claim an input tax credit if applicable for the amount paid.

## **4. Contract and contractual documents**

- 4.1 The purchaser acknowledges and agrees that this is the final and complete contract and that they cannot rely on any previous draft versions of this contract nor any representations, warranties, explanations or commitments, whether expressed or implied.
- 4.2 The purchaser acknowledges that the provisions of this contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or

otherwise relating to the provisions of this contract or binding on the parties hereto with respect to any of the matters to which this contract relates.

4.3 The vendor discloses but does not warrant the accuracy or completeness of all of the material appearing in the copy documents attached to this Contract which material is deemed to be disclosed in substance and clearly described in this Contract.

4.4 Except where rescission is specifically stated as being available, the purchaser must not make any claim for compensation, requisition, nor delay or attempt to delay completion, nor rescind or terminate this Contract in relation to anything disclosed in this Contract, or disclosed or omitted from any document attached to this Contract. This term will not merge on completion.

**5. Condition of improvements and inclusions**

5.1 The purchaser acknowledges that they have inspected the improvements (if any) erected on the land and the fixtures and fittings (if any) referred to on the front page of the contract.

5.2 The purchaser warrants that they rely upon their own enquiries regarding the present state or repair of the property, its improvements, fixtures and fittings and that they are purchasing same in their present state and condition of repair and without representation as to quality or fitness for a particular purpose.

5.3 The purchaser acknowledges and agrees that they are purchasing the property subject to all defects latent and patent and subject to any infestations and dilapidation

5.4 The purchaser acknowledges and agrees that they are purchasing the property subject to any non-compliance that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land

5.5 The vendor does not warrant the use to which the property may be put and the purchaser agrees that they have satisfied themselves as to the requirements of all responsible authorities in relation to the use of the property. In particular, the use of the property by the vendor is not to be construed by the purchaser as being permitted use.

5.6 The purchaser acknowledges that the outstanding notice or order attached hereto or details of which are set out hereunder (if any) has not been complied with by the vendor and agrees to comply with the same and release the vendor from the obligation to do so.

5.7 The purchaser agrees not to seek, terminate, rescind, delay completion or make any objection requisition or claim for compensation arising out of any of the matters covered by this condition. This term does not merge on completion.

5.8 The purchaser warrants that the purchaser has not relied upon any warranty or representation made by the vendor or any person on the vendor's behalf unless expressly stated herein.

5.9 The purchaser acknowledges that the vendor may enter into a contract for the purchase of a property or other legal obligation in reliance on this contract and will suffer damage if the purchaser does not proceed to completion. The purchaser warrants that he has, prior to entry into this contract, obtained finance for the purchase on reasonable terms or has the funds available for settlement on the completion date. This clause shall not merge on completion.

5.10 The Purchaser renounces any right to claim damages from the Vendor for any breach of a statutory warranty under Section 52A of the Conveyancing Act.

**6. No right to seek, terminate, rescind, delay completion, make any objection, requisition or claim for compensation**

6.1 The purchaser agrees not to seek, terminate, rescind, delay completion, make any objection, requisition or claim for compensation:



6.1.1 If any adjoining lands or roadways are encroached upon by or fenced in with the subject land

6.1.2 If the subject land encroaches upon any adjoining land or roadways

6.1.3 The existence or absence of and state and condition of and fencing on the subject land

6.1.4 The existence or absence of any utility line, post or fitting existing on, passing through or over the subject land or the existence of any unregistered rights or easements or want of easement in respect of same.

6.1.5 The existence of or application for a mining lease, authority to enter, exploration licence affecting the subject land

6.1.6 The existence of any dam constructed on any creek or watercourse passing through the land without authority and the existence or absence of any licence, permit or authority for bores, pumps, dam's levee banks and other works to which the Water Act extends.

## **7. Agent**

7.1 The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract.

7.2 The purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, and in respect of all costs of and incidental to such claim for commission incurred by the vendor, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

## **8. Death & Mental Illness**

8.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor or Purchaser at law or in equity had this clause not been included it is hereby agreed that should the Vendor or Purchaser: or where a party is more than one person, either person of such party, prior to completion:

8.1.1 Die, or

8.1.2 Become mentally ill as defined in the Mental Health Act 2007, or

8.1.3 Become incapable of managing their own affairs

8.2 then the either party may rescind this contract by notice in writing served on the party whereupon the provisions of clause 19 hereof shall apply

## **9. Bankruptcy, Liquidation & Winding Up**

9.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor or Purchaser at law or in equity had this clause not been included it is hereby agreed that should the Vendor or Purchaser prior to completion:

9.2 Where the purchaser is an individual, or where a party is more than one person, either person of such party, prior to completion:

- 9.2.1 Be declared bankrupt, or
- 9.2.2 Enter into any debt agreement or financial arrangement under the Bankruptcy Act 1966
- 9.2.3 Enter into any scheme or make any assignment for the benefit of creditors;
- 9.3 Where the purchaser is a company:
  - 9.3.1 Resolve or go into liquidation, or
  - 9.3.2 Have a petition for winding up presented, or
  - 9.3.3 Enter into any scheme with its creditors or have any liquidator, receiver or official manager appointed
- 9.4 The purchaser will be deemed unready, unable and unwilling to complete this contract in its entirety and the vendor will be entitled to serve a Notice of Termination upon the purchaser effective immediately upon receipt of notice of the happening of any event described in above, whether served by the purchaser or discovered by the vendor.
- 9.5 Where the contract is terminated under this condition, the vendor is immediately entitled to any deposit held, such authority to release not being required from the purchaser.

#### **10. Payment of Deposit by Instalments**

- 10.1 If the vendor agrees, in writing, to accept payment of the 10% deposit in instalments, the purchaser specifically acknowledges and agrees that the deposit payable, in consideration of the vendor entering the contract with the purchaser, is payable as follows:
  - 10.1.1 to the deposit holder, the amount being five percent (5%) of the price on the contract date or, if a cooling off period applies to this contract, on or before 5.00pm on the fifth business day after the date of this contract, and,
  - 10.1.2 to the vendor by unendorsed bank cheque the amount being 5 percent (5%) of the price on the earlier of the date of actual completion or the termination date and in this respect time is of the essence.
- 10.2 The provisions of this clause shall not merge on completion or termination of this contract to the extent that the same may be relied upon by the vendor in enforcing the recovery of the payment of the ten percent (10%) deposit, or any part thereof which remains unpaid, without affecting or diminishing such other rights available to the vendor under this contract whether at law or in equity arising from any default by the purchaser.

#### **11. Release of Deposit**

- 14.1 The purchaser agrees and acknowledges that by executing this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as may be required by the vendor for payment of a deposit and or stamp duty on any piece of real estate the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

- 14.2 This clause shall not entitle the purchaser to becoming entitled to payment of interest on the amount paid in terms of clause 14.1 above or to a reduction in the amount payable at settlement.

## **12. Notice to Complete**

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

## **13. Damages for late Completion**

### **13.1 Where**

13.1.1 the vendor is ready, willing and able to execute the assurance of the property and complete this contract; and

13.1.2 the purchaser does not complete this contract on the completion date appointed on the front page of this contract

the purchaser shall pay to the vendor interest on the purchase price at the rate of 8.00% per annum, calculated daily, from and including the contractual completion date up to but not including the actual completion date.

13.2 In the event of a delayed completion by the purchaser, the purchaser agrees to pay the vendors legal fees of \$350.00, inclusive of GST, on completion, to reimburse the vendor for such fees incurred as a result of the purchasers delay in completion.

13.3 In the event that the parties attend settlement but settlement is not effected due to a fault of the purchaser, the purchaser agrees to pay the vendors agency fees of \$110.00, inclusive of GST, on completion, to reimburse the vendor for such fees incurred as a result of the failed settlement.

13.4 In the event that the purchaser cancels settlement on the date of the scheduled settlement the purchaser agrees to pay the vendors agency fees of \$110.00, inclusive of GST, on completion, to reimburse the vendor for such fees incurred as a result of the cancelled settlement.

13.5 The purchaser acknowledges that the rate in 13.1 has been reduced to incorporate the amounts referred to in the subsequent conditions and that, together, these amounts are a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion. Payment of these sums are an essential term of this agreement.

## **14 Trustee Warranties**

14.1 If the purchaser is purchasing in capacity as trustee of a Trust, the purchaser warrants:

14.1.1 That the purchaser is the only trustee of the Trust

14.1.2 That the purchaser is not aware of any action taken or proposed to be taken by the Trust to remove the purchaser as trustee

14.1.3 The purchaser has the power under the Trust Deed to enter into and observe the purchaser's obligations under this contract

14.1.4 The purchaser has complied with obligations imposed by the Trust Deed

14.1.5 No action has been taken or is proposed to be taken which would terminate the trust

14.1.6 The Trust Fund is sufficient to satisfy the respective rights of indemnity and all other obligations in respect of which the purchaser has a right to be indemnified out of the Trust Fund

**15. Director Guarantee**

It is an essential condition of this Contract that the Director or Directors who sign this Contract on behalf of the Company must sign on the first page of the Contract for sale of land as guarantor. If the Purchaser fails to provide such guarantee at the date hereof the Vendor may rescind the Contract and retain the deposit.

**16. Adjustments**

The Parties agree to adjust all usual outgoings and all amounts under the Contract on completion, however, if any amount is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error to reimburse each other accordingly after settlement. This clause shall not merge on completion.



FOLIO: 2/13/2417

SEARCH DATE	TIME	EDITION NO	DATE
2/11/2018	3:49 PM	7	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 2 OF SECTION 13 IN DEPOSITED PLAN 2417  
LOCAL GOVERNMENT AREA CENTRAL COAST  
PARISH OF GOSFORD COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP2417

FIRST SCHEDULE

CCTS HOLDINGS PTY LTD (T AH95353)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AH95354 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 3 AH158015 LEASE TO CCTS TELECOMMUNICATIONS CONSTRUCTION PTY LIMITED EXPIRES: 26/6/2017. OPTION OF RENEWAL: 5 YEARS.

NOTATIONS

UNREGISTERED DEALINGS: NIL

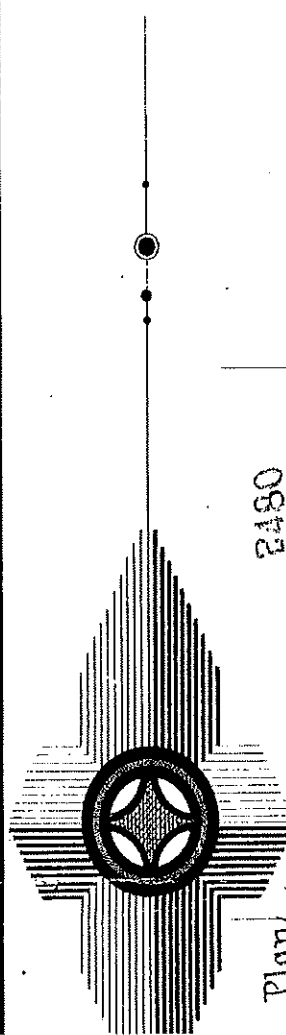
\*\*\* END OF SEARCH \*\*\*

DP 2417 **DP002417**®

*Handwritten notes:*  
 2/1/96  
 2/1/96  
 2/1/96

# Shew SUBURBAN POI PA COUNTY.

*Part of 1186*



		90° 20' 30"				112.65	
		<b>TERALI</b>					
2480	123' 1 1/4	5 . 1 . 20%	1	2	3	4	
	1263' 6 1/2	90° 0'	5 . 1 . 1	2 . 0 . 35%	2 . 0 . 34%	2 . 2 . 8%	2 . 2 . 7%
	1265' 1"		5 . 3 . 9	2 . 0 . 34%	2 . 2 . 8%	2 . 2 . 7%	
	1263' 4 1/2		5 . 3 . 7	2 . 0 . 34%	2 . 2 . 8%	2 . 2 . 7%	
	1260' 7 1/2		5 . 3 . 5	2.0.26% EA.		2 .	
	1257' 10 1/2		5 . 3 . 3	30	29	28	27
	1255' 1 1/4		5 . 3 . 1	1	2	3	
	1252' 4 1/2		5 . 3 . 7 1/4	1	2	3	
1249' 0 1/4			2.2.36%				

Plan

D.P. 2417 (E)

**PLAN**

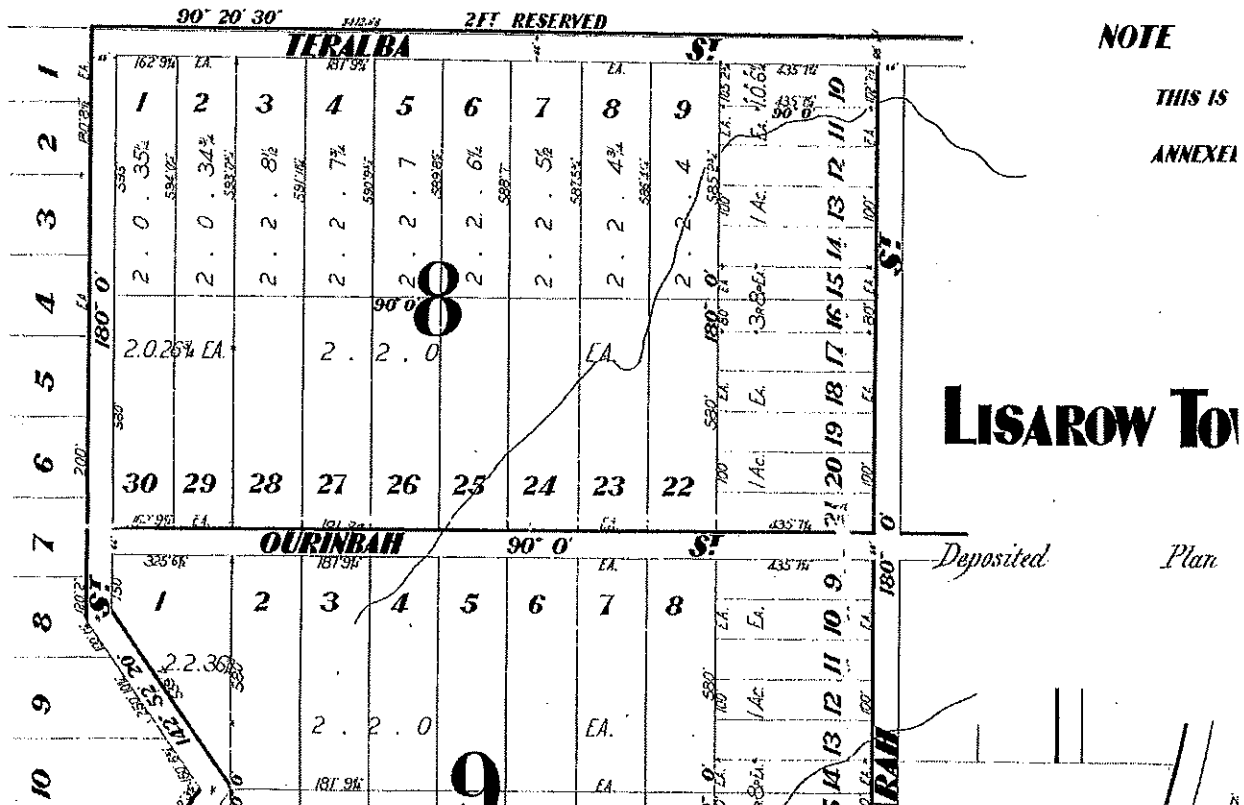
**Shewing Subdivision of**  
**URBAN PORTIONS OF COX'S CR**  
**PARISH OF COSFORD**  
**COUNTY OF NORTHUMBERLAND**

COPY  
 EXAM

Part of 1880 Ac. Grant to Robert Cox 14<sup>th</sup> March 1838. Vol 944 fol 145.

Notification Reserving  
 to search

**VOL. 944 FOL. 145**



6

A

COPY MADE *sub. S. S.*  
EXAMINED *J. C. P. 277-92*

# Division of F COX'S GRANT

ORD

2417

DP2417

(E)

# MBERLAND

Vol. 944 fol. 145.

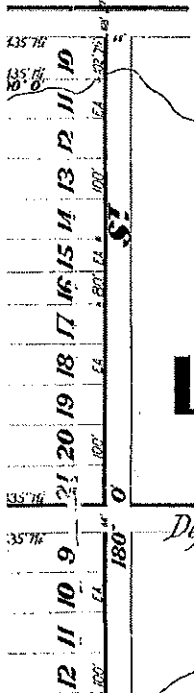
*Notification. Reserving throughout all mines of Gold & Silver with full and free liberty and power to search for, dig and take away the same.*

### NOTE

THIS IS THE PLAN MARKED "A" REFERRED TO IN  
ANNEXED DECLARATION OF **M<sup>R</sup>. L<sup>D</sup>. S<sup>R</sup>. J. H. LAYCOCK**

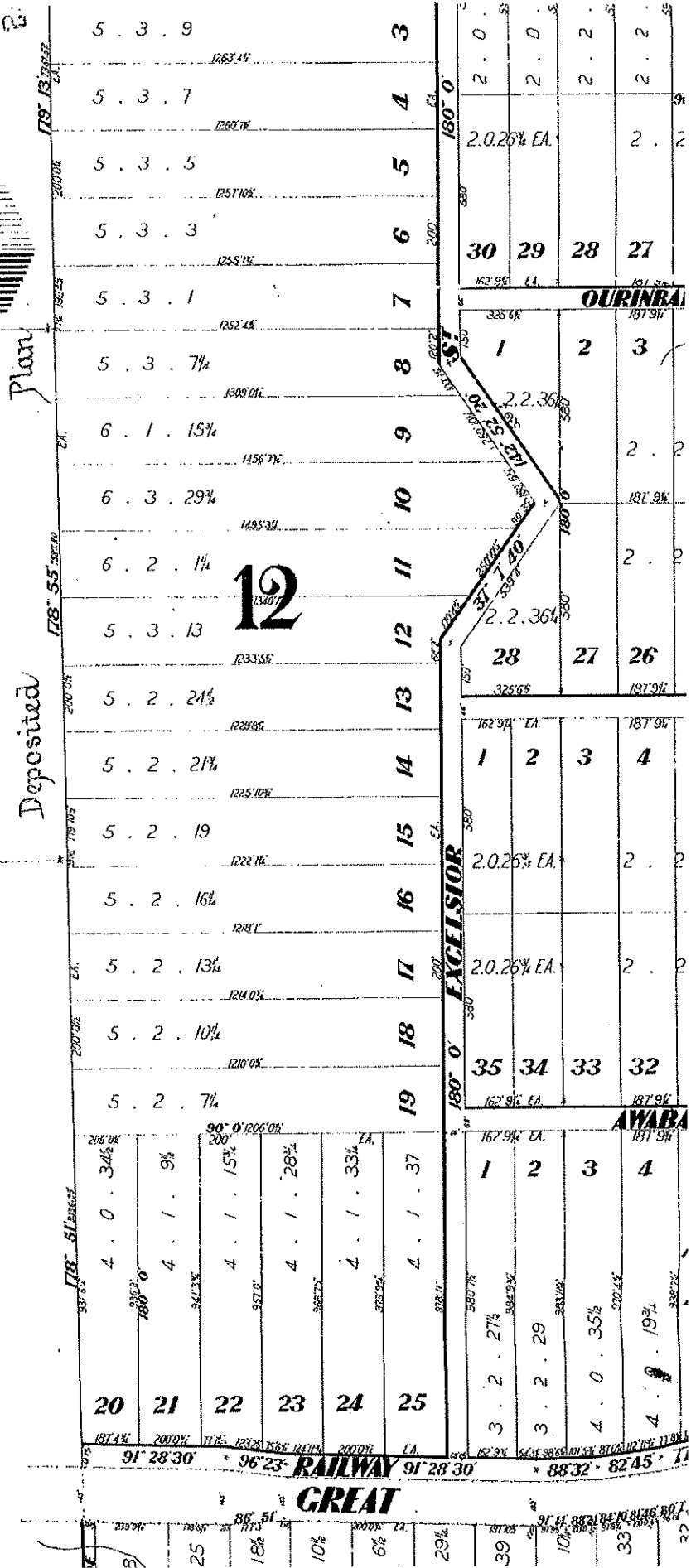
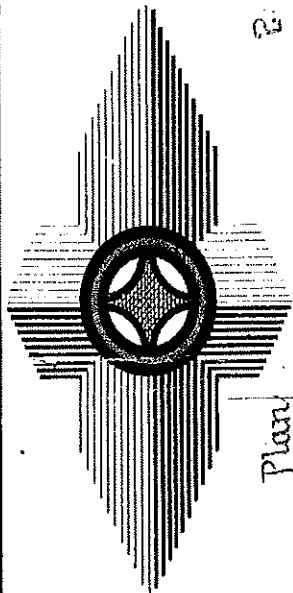
*James Laycock P.P.*

## LISAROW TOWNSHIP



Deposited Plan 7396





Plan

Deposited

D.P. 2417 (E)

5 . 3 . 9	1852.44'	3	2 . 0		
5 . 3 . 7	1262.78'	4	2.026% EA.		2 . 2
5 . 3 . 5	1251.88'	5			
5 . 3 . 3	1255.14'	6	30	29	28
5 . 3 . 1	1252.45'	7	162' 9 1/2" EA.		181' 9 1/2"
5 . 3 . 7 1/2	1389.01'	8	1	2	3
6 . 1 . 15%	1456.74'	9	2.2.36%		2 . 2
6 . 3 . 29%	1485.34'	10	2.2.36%		181' 9 1/2"
6 . 2 . 1 1/2	1340.7'	11	2.2.36%		2 . 2
5 . 3 . 13	1233.58'	12	28	27	26
5 . 2 . 24 1/2	1229.85'	13	162' 9 1/2" EA.		181' 9 1/2"
5 . 2 . 21%	1225.10%	14	1	2	3
5 . 2 . 19	1222.16'	15	2.026% EA.		2 . 2
5 . 2 . 16 1/2	1218.1'	16			
5 . 2 . 13 1/2	1214.0%	17	2.026% EA.		2 . 2
5 . 2 . 10 1/2	1210.05'	18	35	34	33
5 . 2 . 7 1/2		19	162' 9 1/2" EA.		181' 9 1/2"
4 . 0 . 3 1/2		20	1	2	3
4 . 1 . 9%		21	3 . 2 . 27%		3 . 2 . 29
4 . 1 . 15%		22	3 . 2 . 29		4 . 0 . 35 1/2
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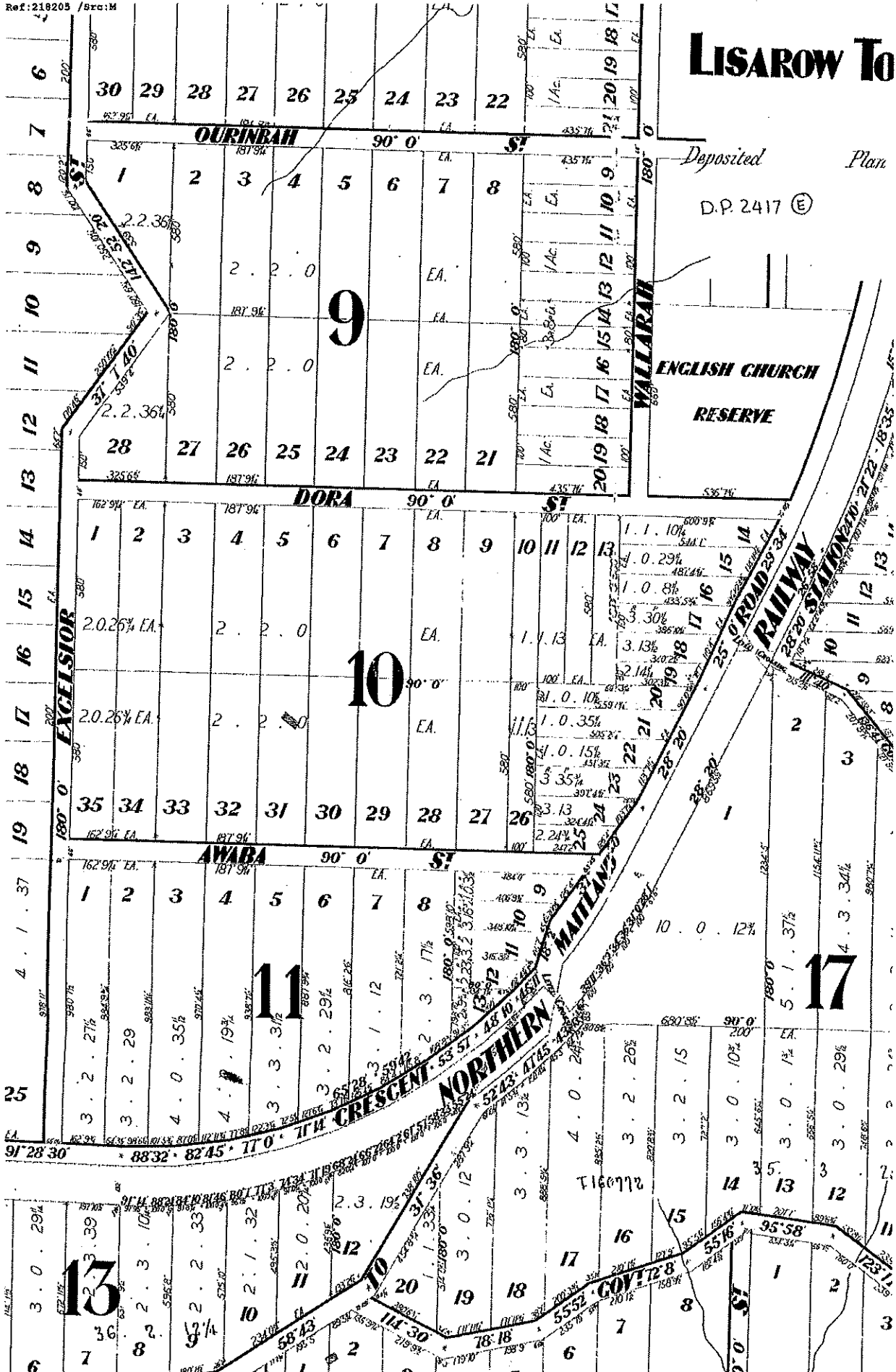
AWABA

91' 28' 30" \* 96' 23" RAILWAY 91' 28' 30" \* 88' 32" 82' 45" 11

GREAT

25	18%	10%	6%	29%	39	10%	33
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# LISAROW To



D.P. 2417 (E)

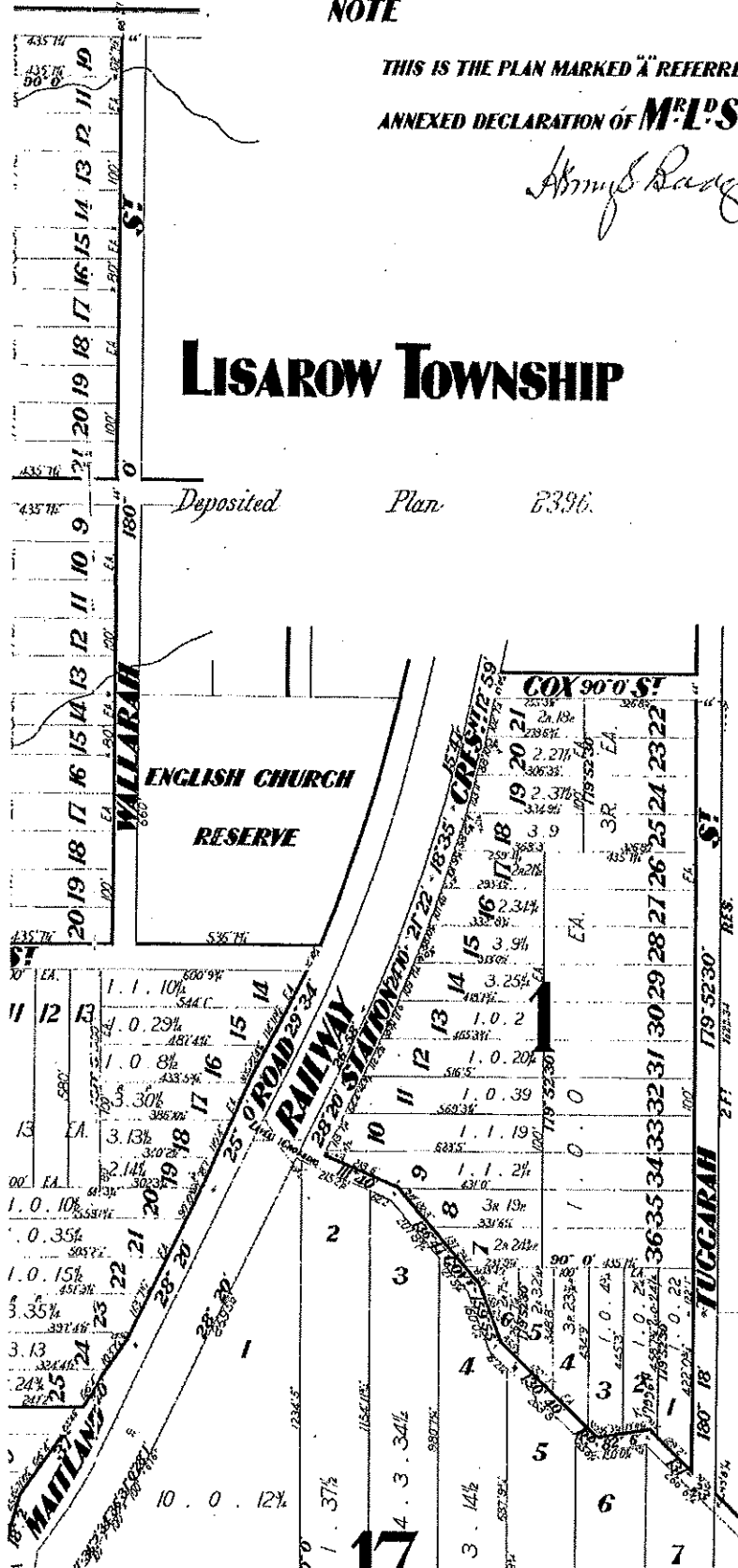
**NOTE**

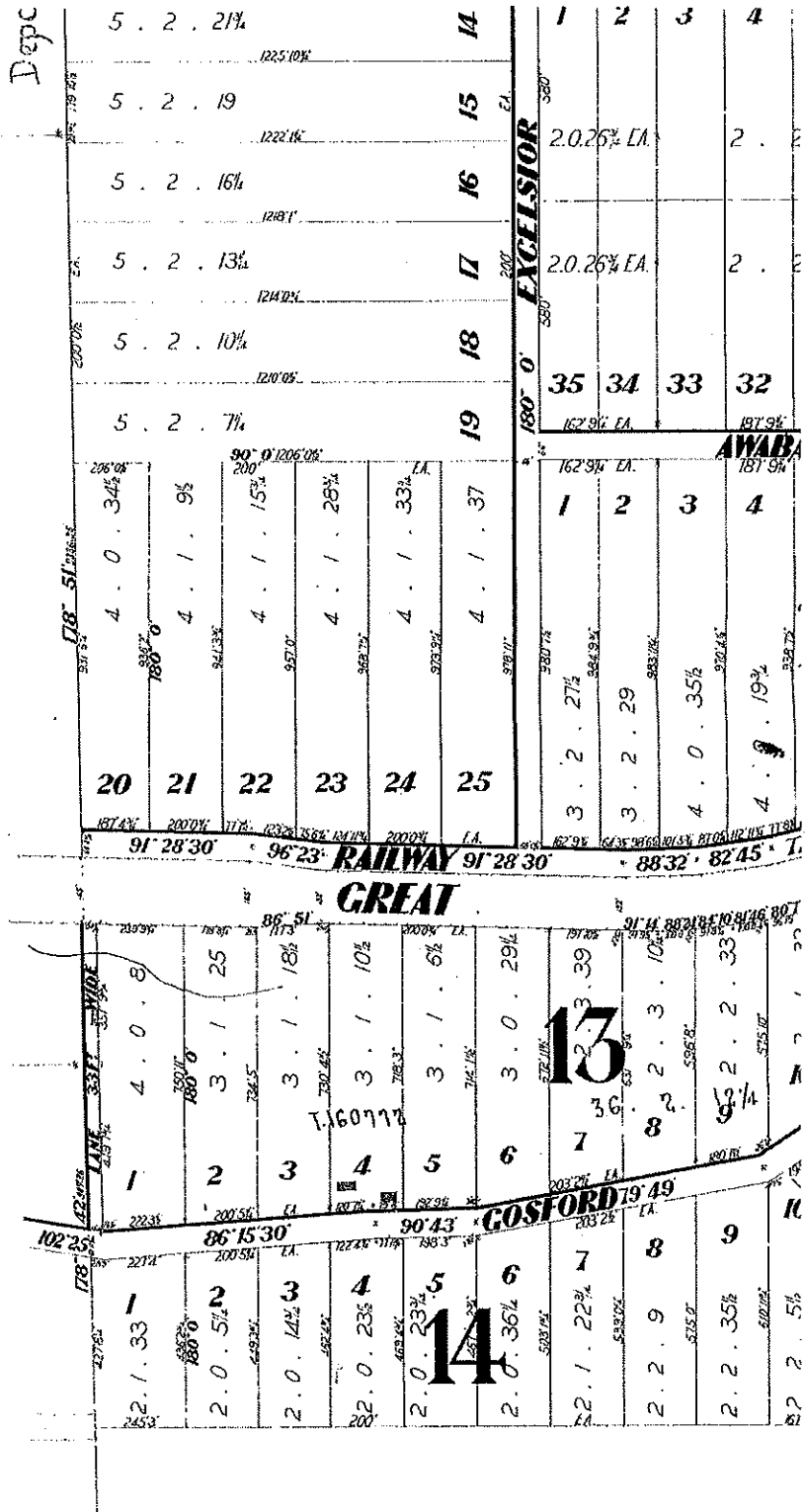
THIS IS THE PLAN MARKED A REFERRED TO IN  
ANNEXED DECLARATION OF **M<sup>R</sup>L<sup>D</sup>S<sup>R</sup> J.H. LAYCOCK**

*Amby Laycock P.P.*

**LISAROW TOWNSHIP**

Deposited Plan 6396

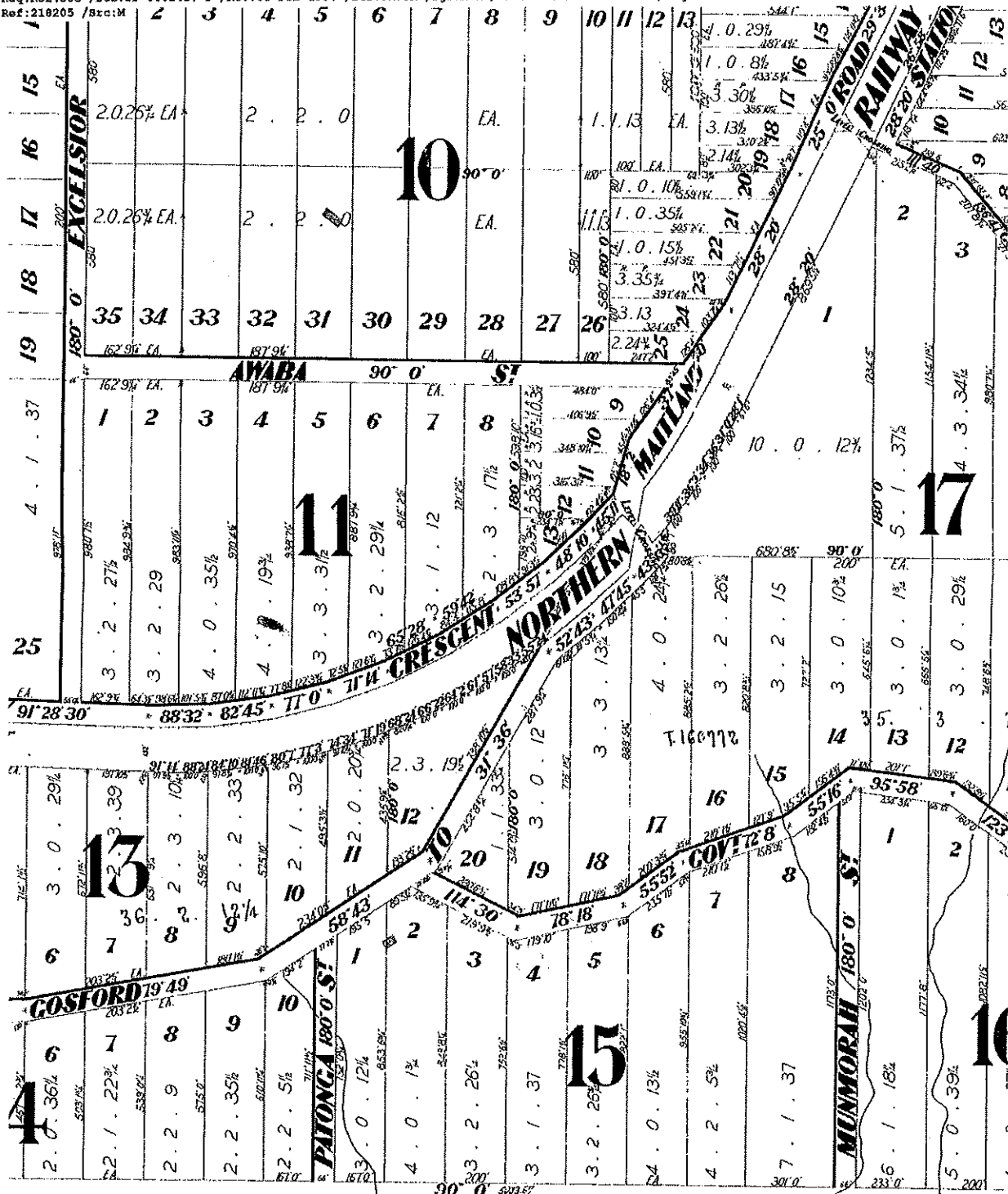




J.S.  
4/1/94

**SCALE 300 FT = 1 INCH**

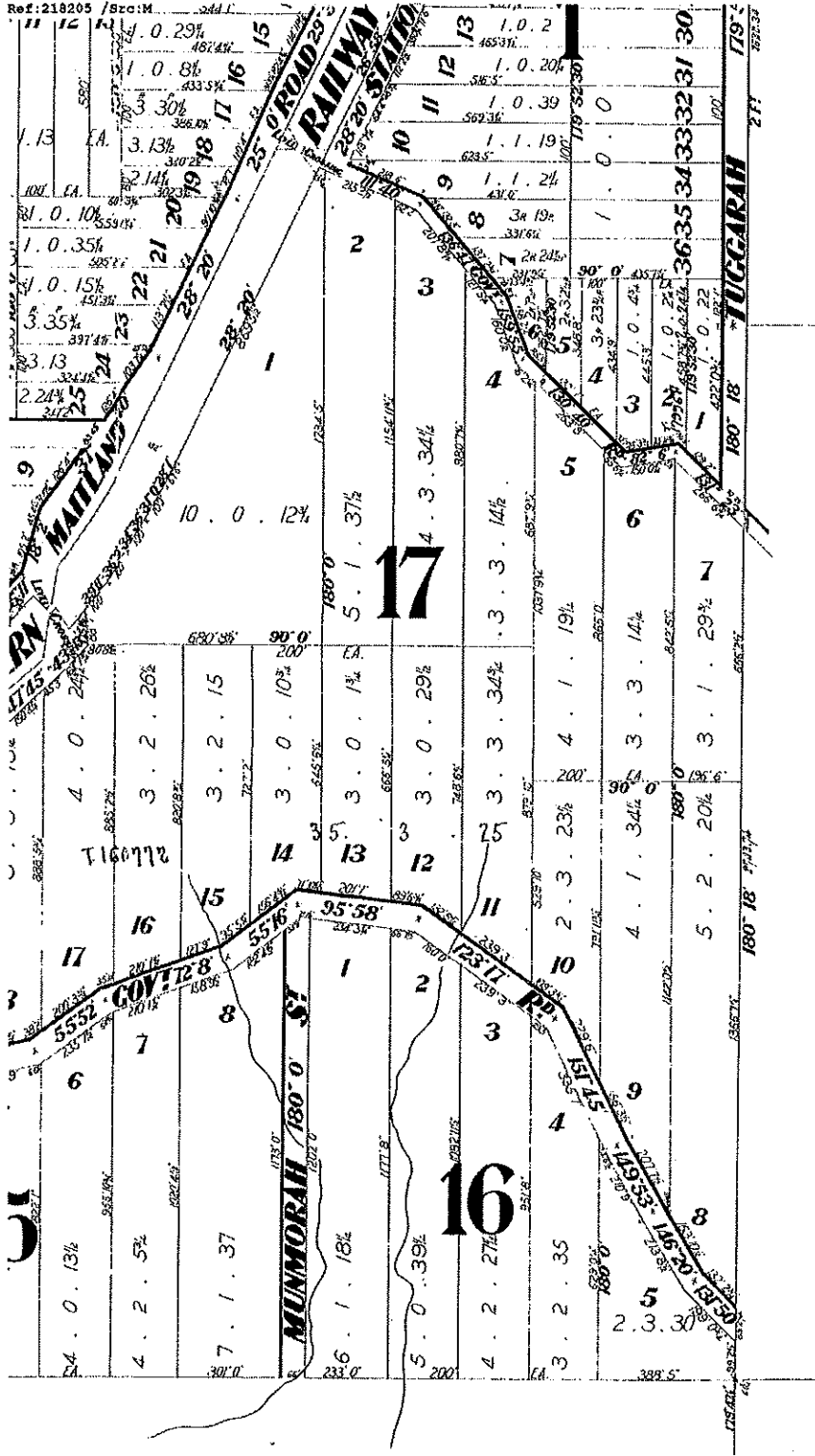
**DP002417 (E)**



*J. M.*

D.P. 2417 (E)

**LICENS**



*John H. Laycock*  
**LICENSED SURVEYOR, 375 GEORGE ST**

D.P. 2417 (E)

10/10/2017











InfoTrack Pty Ltd  
ecertificates@infotrack.com.au

## PLANNING CERTIFICATE

This Planning Certificate is issued in accordance with Section 10.7 of the *Environmental Planning and Assessment Act, 1979*

Certificate No: 158079  
Certificate Date: 5 November 2018  
Address: 878 Pacific Highway LISAROW  
Lot Description: Lot: 2 SEC: 13 DP: 2417  
  
Parish: Gosford  
County: Northumberland  
Assessment No: 801350  
Receipt No:  
Parcel No: 23545  
Applicants Reference: 218205  
Applicants Email:



**Wyong Office:** 2 Hely St / PO Box 20 Wyong NSW 2259 | **P** 02 4350 5555  
**Gosford Office:** 49 Mann St / PO Box 21 Gosford NSW 2250 | **P** 02 4325 8222  
**E** [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | **W** [www.centralcoast.nsw.gov.au](http://www.centralcoast.nsw.gov.au) | ABN 73 149 644 003

## Part 2 - Environmental Planning and Assessment Regulation 2000

### 1 NAMES OF RELEVANT PLANNING INSTRUMENTS and DCPS

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

Gosford Local Environmental Plan 2014

#### ***Specific Site State Environmental Planning Policies***

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

#### ***General Site State Environmental Planning Policies***

ZONE IN1 GENERAL INDUSTRIAL UNDER GOSFORD LOCAL ENVIRONMENTAL PLAN 2014

State Environmental Planning Policy (State and Regional Development) 2011

State Environmental Planning Policy (Affordable Rental Housing) 2009

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

State Environmental Planning Policy (Infrastructure) 2007

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007

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

State Environmental Planning Policy (Major Development) 2005

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

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

State Environmental Planning Policy No. 64 - Advertising and Signage

State Environmental Planning Policy No. 62 - Sustainable Aquaculture

State Environmental Planning Policy No. 55 - Remediation of Land

State Environmental Planning Policy No. 50 - Canal Estate Development

State Environmental Planning Policy No. 44 - Koala Habitat Protection

State Environmental Planning Policy No. 36 - Manufactured Home Estates

State Environmental Planning Policy No. 33 - Hazardous and Offensive Development

State Environmental Planning Policy No. 30 - Intensive Agriculture

State Environmental Planning Policy No. 21 - Caravan Parks

State Environmental Planning Policy No. 19 - Bushland in Urban Areas

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

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

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of

community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft State Environmental Planning Policy No. 44 - Koala Habitat Protection.

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

Draft State Environmental Planning Policy (Primary Production and Rural Development) 2017.

Draft State Environmental Planning Policy (Environment) 2017.

- (3) The name of each development control plan that applies to the carrying out of development on the land.

Gosford Development Control Plan 2013

## **2 ZONING AND LAND USE UNDER RELEVANT LOCAL ENVIRONMENTAL PLANS**

(a) to (d) is the zoning of the land and the land use table for each of the zones listed, including existing and proposed Local Environmental Plans in landuse tables.

Zone IN1 General Industrial under Gosford Local Environmental Plan 2014

PERMITTED WITHOUT CONSENT

Recreation areas

PERMITTED WITH CONSENT

Depots; Freight transport facilities; Garden centres; General industries; Hardware and building supplies; Industrial training facilities; Landscaping material supplies; Light industries; Neighbourhood shops; Places of public worship; Restaurants or cafes; Roads; Rural supplies; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in Permitted without consent or Prohibited

PROHIBITED

Amusement centres; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Eco-tourist facilities; Entertainment facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Health services facilities; Heavy industrial storage establishments; Highway service centres; Home-based child care; Home businesses; Home occupations; Home occupations (sex services); Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Public administration buildings; Recreation facilities (major); Research stations; Residential accommodation; Restricted premises; Tourist and visitor accommodation; Water recreation structures; Water supply systems

(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land, if so, the minimum land dimensions so fixed,

No.

(f) whether the land includes or comprises critical habitat,

None

(g) whether the land is in a conservation area (however described),

No.

(h) whether an item of environmental heritage (however described) is situated on the land.

No.

## **2A ZONING AND LAND USE UNDER SEPP (SYDNEY REGIONAL GROWTH CENTRES) 2006**

Not applicable

## **3 COMPLYING DEVELOPMENT**

### **General Housing Code**

Complying development under the General Housing Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Rural Housing Code**

Complying development under the Rural Housing Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Housing Alterations Code**

Complying development under the Housing Alterations Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **General Development Code**

Complying development under the General Development Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Subdivision Code**

Complying development under the Subdivision Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Demolition Code**

Complying development under the Demolition Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Commercial and Industrial (New Buildings and Additions) Code**

Complying development under the Commercial and Industrial (New Buildings and Additions) Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Commercial and Industrial Alterations Code**

Complying development under the Commercial and Industrial Alterations Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Fire Safety Code**

Complying development under the Fire Safety Code may be carried out on the land under Clauses 1.17A & 1.19. This information needs to be read in conjunction with the whole of the SEPP.

### **Low Rise Medium Density Housing Code**

The Low Rise Medium Density Housing Code does not apply to Central Coast local government area until 1 July 2019.

### **Greenfield Housing Code**

The Greenfield Housing Code is not applicable to this land.

#### **4 (Repealed)**

##### **4A (Repealed)**

##### **4B Annual Charges for coastal protection services under *Local Government Act 1993***

None

**5 MINE SUBSIDENCE**

This land has not been proclaimed to be a mine subsidence district within the meaning of section 15 of The Mine Subsidence Compensation Act, 1961.

**6 ROAD WIDENING AND ROAD RE-ALIGNMENT**

Whether or not the land is affected by any road widening or road alignment.

The property is adjacent to a State Road under the control of Roads and Maritime Services (RMS) and may be affected by an existing road widening scheme.

Enquiries regarding this matter should be directed to the RMS Hunter Regional Office Property Enquiries Officer on (02) 4908 7552.

**7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS  
(No, unless a message is listed below)**

Chapter 6.4 of Gosford Development Control Plan (Geotechnical Requirements) applies to the land and the land may be subject to slip. When considering a development application, each circumstance will be considered and development may be restricted.

**7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling house or residential flat buildings (excluding group homes or seniors housing) subject to flood related development controls.

Yes.

Is development on the land or part of the land for any other purpose subject to flood related development controls.

Yes.

**8 LAND RESERVED FOR ACQUISITION**

No.

**9 CONTRIBUTION PLANS**

None.

**9A BIODIVERSITY CERTIFIED LAND**

Is the land biodiversity certified land (within the meaning of Part 7AA of the *Threatened Species Conservation Act 1995*)?

No.

**10 BIOBANKING AGREEMENTS**

Is land to which a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* relates.

No.

**10A NATIVE VEGETATION CLEARING SET ASIDES**

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

None.

**11 BUSHFIRE PRONE LAND**

All or part of the land is shown as Bushfire Prone on Council's records. Details of the Bushfire Category can be obtained from Mapping, Environmental Constraints, available on Council's website. Further information related to building on bushfire prone land can be obtained from the Fact Sheet on Council's website and the Rural Fire Service Website <http://www.rfs.nsw.gov.au/plan-and-prepare/building-in-a-bush-fire-area>.

**12 PROPERTY VEGETATION PLANS**

Has Council been notified by the person or body that approved the plan that the land is land to which a property vegetation plan under the *Native Vegetation Act 2003* applies?

No.

**13 ORDERS UNDER TREES (DISPUTE 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.



**14 DIRECTIONS UNDER PART 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

No.

**15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING**

**15(a) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (SENIORS HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?**

*If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies.*

No.

**15(b) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CLAUSE 18 (2) OF STATE ENVIRONMENTAL PLANNING POLICY (HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY) 2004 AFTER 11 OCTOBER 2007?**

No.

**16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE**

No.

**17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

**17(1) IS COUNCIL AWARE OF A CURRENT SITE COMPATIBILITY CERTIFICATE (AFFORDABLE RENTAL HOUSING) IN RESPECT OF PROPOSED DEVELOPMENT ON THE LAND?**

No.

**17(2) ARE THERE ANY CONDITIONS IMPOSED BY A CONSENT AUTHORITY IN TERMS OF CL 17 (1) OR 37 (1) OF STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009?**

No.

## **18 PAPER SUBDIVISION INFORMATION**

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

None

- (2) The date of any subdivision order that applies to the land.

Nil

## **19 SITE VERIFICATION CERTIFICATE**

There is no current site verification certificate, of which the Council is aware in respect of the land.

## **20 LOOSE-FILL ASBESTOS INSULATION**

NSW Fair Trading has not identified any residential dwellings erected within Central Coast Council Local Government Area as containing loose-fill asbestos ceiling insulation, as per the Loose-Fill Asbestos Insulation Register.

## **21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (BUILDING PRODUCT SAFETY ACT 2017)**

- (1) Is there any affected building notice of which the council is aware that is in force in respect of the land?

No

- (2) Is there any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

- (3) Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

No

## Note

### 1 **CONTAMINATED LAND MANAGEMENT ACT 1997 NOTICES UNDER SECTION 59(2)**

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No.

- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No.

- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No.

- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No.

- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No.

**2 NATION BUILDING AND JOB PLAN (STATE INFRASTRUCTURE DELIVERY) ACT 2009  
EXEMPTION UNDER SECTION 23 OR AUTHORISATION UNDER SECTION 24 OF THE ACT.**

No.

**The following additional information is issued under Section 10.7(5) of  
the *Environmental Planning and Assessment Act, 1979***

Council has fixed a foreshore building line on all lands fronting any harbour, bay, ocean, lake, estuary, lagoon or tidal river and creek.

If this land adjoins land or roads over which there is an easement for services to drain water, to drain sewage or where services, drainage, sewerage or other utilities have been installed and easements have not been created, foundations may be required such as will ensure the stability of any improvements on the subject land against any influence from use of the easement or installations over the adjoining land or roads.

**Note: This Certificate is issued without Alteration and Erasure.**

---



8 November 2018

InfoTrack Pty Ltd  
GPO Box 4029  
SYDNEY NSW 2001

Dear Sir/Madam,

**Your Ref:** 218205  
**Property:** Lot: 2 SEC: 13 DP: 2417 878 Pacific Highway LISAROW

Attached is a copy of a service location diagram and property sewerage diagram.

Please note that the diagram/s provided is/are not to scale, and the clarity of a drainage diagram may not be of high definition.

The location of the drainage lines are approximate only. If you wish to establish the exact location of a sewer main or property service line, an investigation is required, at the owner/s expense.

If you require written confirmation that the building/structure has been constructed over a sewer main with Council approval, please contact Council's Customer Service Section direct by phoning 4325 8222, personally visiting one of Council's Customer Service Centres or by mailing your request to Central Coast Council, PO Box 21 Gosford NSW 2250 – Attention: Water Assets Section. Please note: a scheduled fee applies to this request.

Yours faithfully

*A Prior*

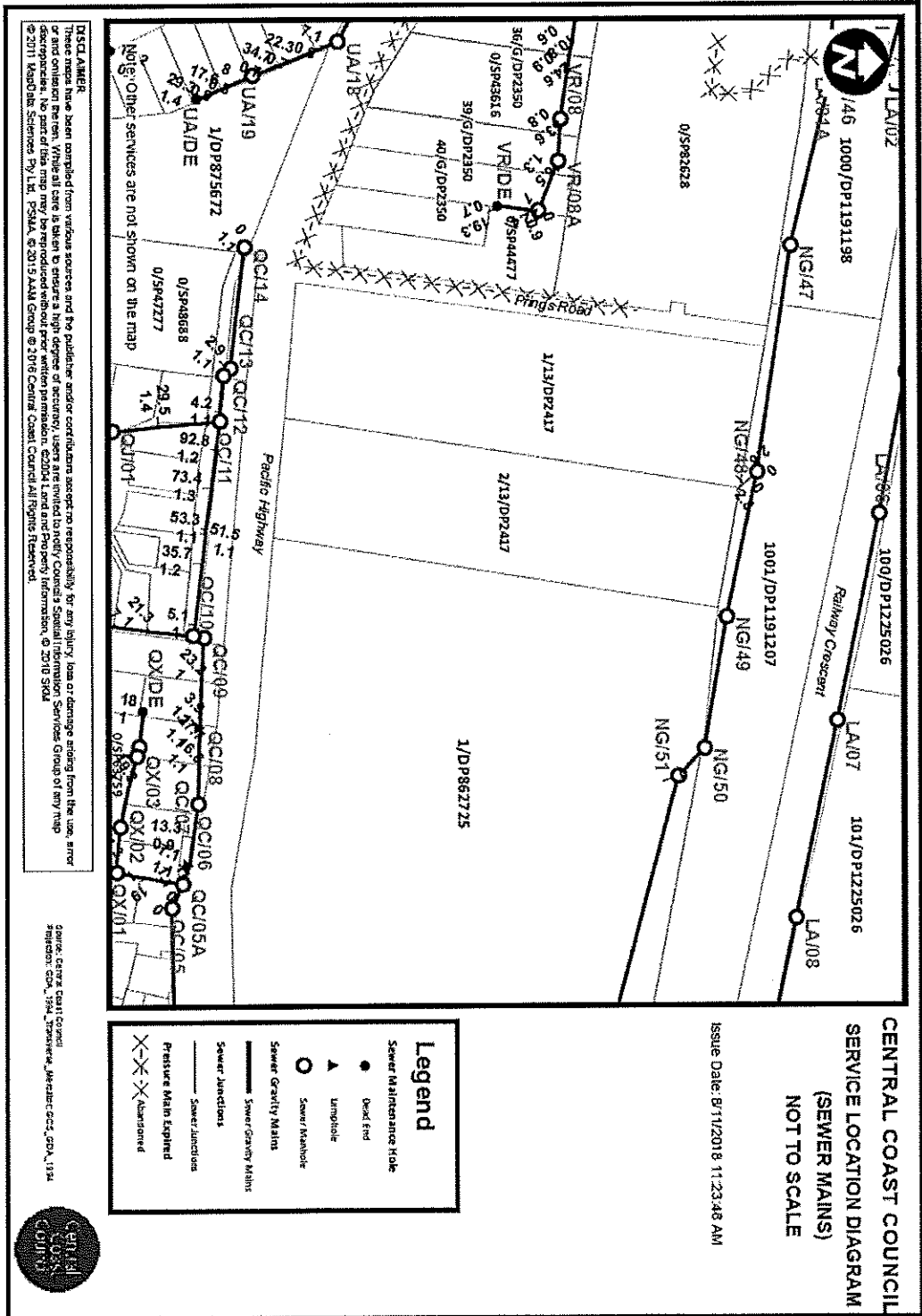
Amy Prior  
Administration Officer  
Reference: 26325730



**Wyong Office:** 2 Hely St / PO Box 20 Wyong NSW 2259 | **P** 02 4350 5555  
**Gosford Office:** 49 Mann St / PO Box 21 Gosford NSW 2250 | **P** 02 4325 8222  
**E** [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au) | **W** [www.centralcoast.nsw.gov.au](http://www.centralcoast.nsw.gov.au) | ABN 73 149 644 003

Property:

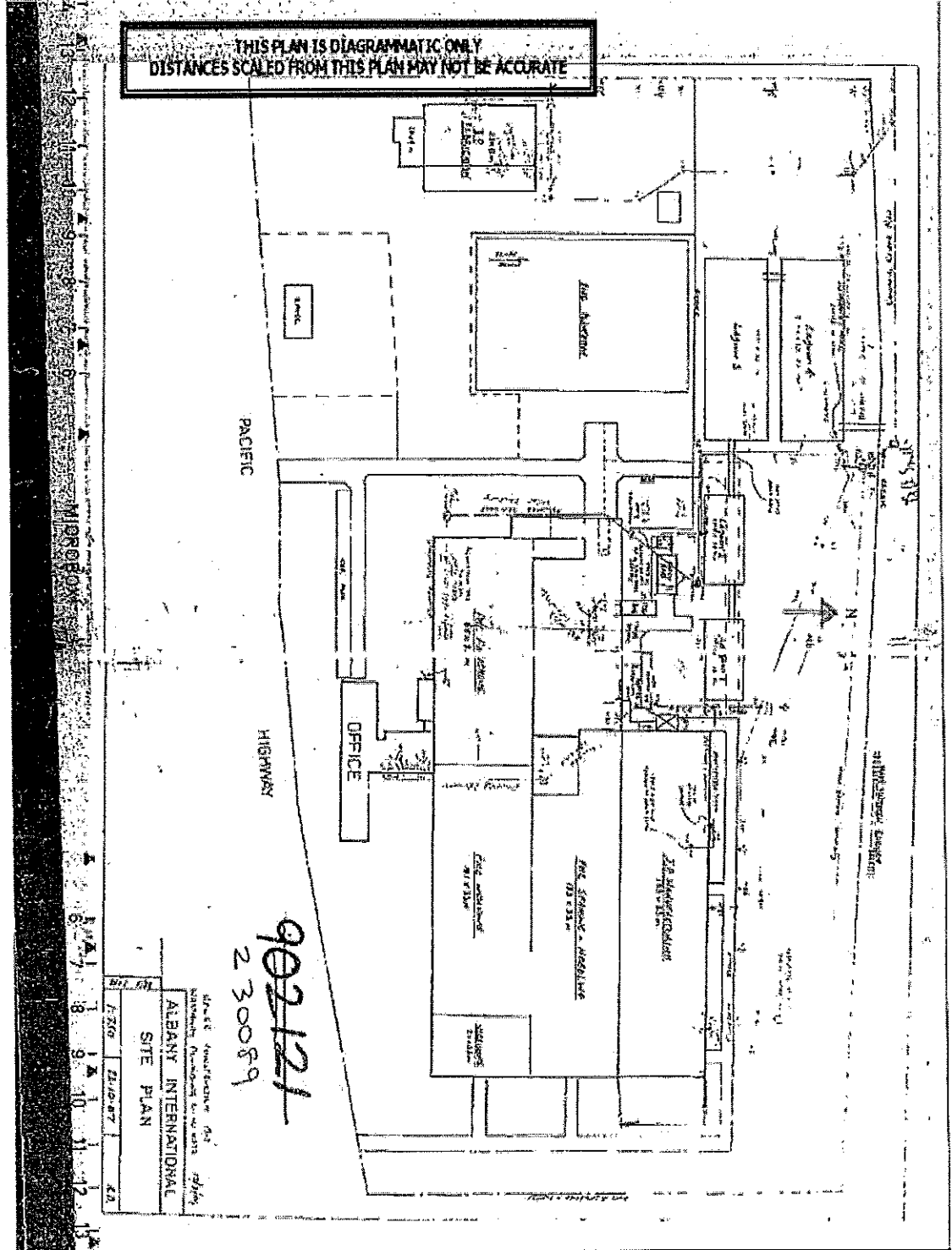
Lot: 2 SEC: 13 DP: 2417 878 Pacific Highway LISAROW



Property:

Lot: 2 SEC: 13 DP: 2417 878 Pacific Highway LISAROW

Diagram 1 of 3









Form: 07L  
 Date: 01-05-2018  
 Issued by: LEAP Legal Software Pty Limited  
 Firm name:

**LEASE**



New South Wales  
 Real Property Act 1900

**AH158015B**

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

COPY

(A) TORRENS TITLE

Property leased  
 2/13/2417

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
2091	Reference: YPP 1923	L

(C) LESSOR

CCTS ASSETS PTY LIMITED ACN 098 072 443

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

(D)

Encumbrances (if applicable):

(E) LESSEE

CCTS TELECOMMUNICATIONS CONSTRUCTION PTY LIMITED ACN 089 894 502

TENANCY:

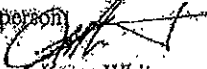
- (G) 1. TERM: FIVE (5) YEARS
2. COMMENCING DATE: 27 JUNE 2012
3. TERMINATING DATE: 26 JUNE 2017
4. With an OPTION TO RENEW for a period of FIVE (5) YEARS set out in Item/Clause 12 of ANNEXURE A
5. With an OPTION TO PURCHASE set out in N/A
6. Together with and reserving the RIGHTS set out in N/A
7. Incorporates the provisions or additional material set out in ANNEXURE(S) A AND B hereto.
8. Incorporates the provisions set out in memorandum recorded No. N/A
9. The RENT is set out in Item/Clause 13 of ANNEXURE A

*Handwritten signature and date:*  
 C.J. ...  
 23 June 2017

DATE:

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

Corporation: CCTS ASSETS PTY LIMITED ACN 098 072 443  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: 

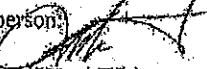
Name of authorised person: Kerry White  
Office held: Director

Signature of authorised person: 

Name of authorised person: Ian Richter  
Office held: Director

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

Corporation: CCTS TELECOMMUNICATIONS CONSTRUCTION PTY LIMITED ACN 089 894 502  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: 

Name of authorised person: Kerry White  
Office held: Director

Signature of authorised person: 

Name of authorised person: Ian Richter  
Office held: Director

(I) STATUTORY DECLARATION

I solemnly and sincerely declare that—

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

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

Made and subscribed at \_\_\_\_\_ in the State of New South Wales  
on \_\_\_\_\_ in the presence of—

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness:

\* As the services of a justice of the peace, practising solicitor or other qualified witness cannot be provided at lodgement, the statutory declaration should be signed and witnessed prior to lodgement.

Lessor: GCTS ASSETS PTY LIMITED ACN 098 072 443

Lessee: GCTS TELECOMMUNICATIONS CONSTRUCTION PTY LIMITED ACN 089 894 502

This annexure consists of 18 pages.

NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

SCHEDULE OF ITEMS (continued)

Item 10  
(cls 2.3, 13.1)  
(cl 13.7)

- A. The guarantor: not applicable
- B. Limit of guarantor's liability: not applicable

Item 11  
(cl 3)

Additional leased property: not applicable

Item 12  
(cl 4)

Option to renew

- A. Further period of 5 years from ~~to~~ 27 JUNE 2017 to 26 JUNE 2022
- B. Further period of //21// years from //22// to //23//
- C. Maximum period of tenancy under this lease and permitted renewals: 10 years
- D. First day option for renewal can be exercised: 12 months before the end of the term
- E. Last day option for renewal can be exercised: 3 months before the end of the term

Item 13  
(cl 5)

A. Rent

For the lease period:

From the commencement date  
to the first rent review date;

\$155,000.00 a year by monthly instalments of  
\$12,916.66

Afterwards;

At the new yearly rent beginning on each  
review date by monthly instalments of one  
twelfth of the new yearly rent.

For the further period in item 12A:

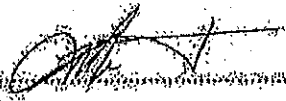
From the commencement date  
to the first rent review date;


(for example: Current market rent)

Afterwards:

current market rent

At the new yearly rent beginning on each  
review date by monthly instalments of one  
twelfth of the new yearly rent.

  
.....  
.....

  
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For the further period in item 12B:

From the commencement date  
to the first rent review date:  
(for example: Current market rent)

Not applicable

Afterwards:

At the new yearly rent beginning on each  
review date by monthly instalments of one  
twelfth of the new yearly rent.

Item 13  
(cl 15)

B. GST

Clause 15 provides for payment by the lessee of GST unless otherwise here indicated:

Item 14  
(cl 5)

**Outgoings**

A. Share of outgoings: 100%

B. Outgoings --

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

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

Item 15  
(cl 5.1.5)

Interest rate: 10%

Item 16  
(cl 5.4)

**Rent review**

Rent review date	Method of rent review	If Method 1 applies, increase by (the increase should show percentage or amount)
Anniversary date of release	Method 3	
second anniversary date of lease	Method 3	
Third anniversary date of lease	Method 3	
Fourth anniversary date of lease	Method 3	
Fifth anniversary date of lease	Method 3	
Anniversary date of option	Method 3 and each year thereafter until the end of the option period.	

Method 1 is a fixed amount or percentage.

Method 2 is Consumer Price Index.

Method 3 is current market rent.

*[Signature]*

*[Signature]*

Method 2 applies unless another method is stated.

- Item 17  
(of 6.1) Permitted use: Telecommunications construction products and services
- Item 18  
(of 8.1.1) Amount of required public liability insurance: \$20,000,000.00 (Twenty Million Dollars).
- Item 19  
(of 16) Bank Guarantee  
Not applicable
- Item 20  
(of 17) Security Deposit  
Not applicable

Details of strata manager/secretary of the owners corporation (if applicable)

Not applicable

The following alterations and additions are to be made to the Lease Covenants in Annexure B:

1. AIR-CONDITIONING (IF LANDLORD INSTALLS)


If the Landlord has supplied air-conditioning equipment to the premises:

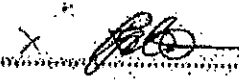
- (a) The Tenant is responsible for all running costs, maintenance and for the repair of that air-conditioning equipment; and
- (b) The Tenant must immediately enter into and keep current a service and maintenance contract, in terms acceptable to the Landlord, with a reputable company approved by the Landlord for that purpose;
- (c) The Tenant must not interfere with the air-conditioning;
- (d) If the air-conditioning fails, that does not give the Tenant the right to terminate this Lease or to make any claim against the Landlord and it is the responsibility of the Tenant to deal with the service and maintenance contractor in relation to any necessary repairs or servicing; and
- (e) The Landlord can enter the premises and repair the air-conditioning at any reasonable time.

2. AIR-CONDITIONING (IF TENANT INSTALLS)

If the Tenant wishes to install an air-conditioning unit in the property:

- (a) The Tenant must obtain the consent of the Landlord, which cannot be unreasonably withheld.
- (b) The Tenant is responsible for all running costs, maintenance, general servicing and for the repair of that air-conditioning equipment;

  
.....  
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.....

- (c) The Tenant must enter into and keep current a service and maintenance contract with a reputable company approved by the Landlord acting reasonably to undertake routine preventative maintenance and general servicing of the air-conditioning equipment;
- (d) provided the Landlord has complied with its obligations under this clause, if the air-conditioning fails, that does not give the Tenant the right to terminate this Lease or to make any claim against the Landlord and it is the responsibility of the Tenant to deal with the service and maintenance contractor in relation to any necessary repairs or servicing;
- (e) the Landlord can enter the premises and repair the air-conditioning equipment at any reasonable time;
- (f) despite any contrary provisions in this Lease the air-conditioning equipment is to remain the property of the Tenant (unless this Lease is terminated due to default of the Tenant or breach of any of the essential terms of this Lease, then the Landlord may retain the air-conditioning equipment). If the Tenant removes the air-conditioning equipment, then the Tenant must restore the Property to its original condition to the reasonable satisfaction of the Landlord. Despite clause 12.3 of Annexure B, the Tenant may leave the air-conditioning equipment when this Lease ends, in which case the air-conditioning equipment will become the property of the Landlord.

### 3. AMENDMENT TO ANNEXURE B -- SUB-LEASE OR LICENCE

Clause 10.7 of Annexure B is deleted and replaced with the following clause:

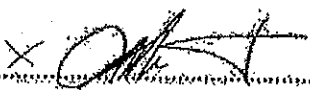
- (a) The tenant can sublet, grant a licence, share or part with possession of the whole or any part of the property or mortgage or otherwise charge or encumber the tenant's estate or interest in this lease only with the written consent of the landlord which cannot be unreasonably withheld or delayed.
- (b) The landlord can withhold consent only if -
- (i) the proposed sub-lessee or licensee proposes to change the use to which the property is put; or
  - (ii) the proposed sub-lessee or licensee has business skills inferior to those of the tenant; or
  - (iii) the tenant has not complied with sub-clause (c).
- (c) A request for the landlord's consent to a sub-lease or licence must be made in writing and the tenant must provide the landlord with such information as the landlord may reasonably require concerning the business experience of the proposed sub-lessee or licensee.
- (d) The tenant has to pay in connection with any consent the landlord's reasonable legal costs, the reasonable costs of obtaining any mortgagee's consent, the stamp duty and the registration fee for the sub-lease or licence.


### 4. COSTS OF OBTAINING MORTGAGEE'S CONSENT

In addition to the costs and expenses referred to in clause 5.19 of this Lease, the tenant shall pay to the landlord or as the landlord directs, all of the landlord's reasonable costs and fees of obtaining the mortgagee's consent including the costs and fees charged by the mortgagee's solicitors or legal representatives.

### 5. ELECTRICAL SERVICES

- (a) The Tenant agrees that at the commencement date all electrical fittings and services are in good working order.
- (b) The Tenant can install extra electrical fittings and services provided the work is performed by a licensed electrician and details of the work are provided to the Landlord in writing prior to any work being undertaken.
- (c) The Tenant must repair and maintain all electrical fixtures and services and, on termination of this Lease, must leave behind all electrical fittings including those that the Tenant installed.

  
 .....

  
 .....

## 6. INDEMNITIES

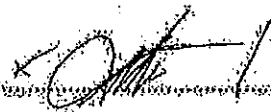
- (a) The Tenant agrees to occupy, use, and store its stock, plant and equipment at the premises at its own risk.
- (b) The Tenant indemnifies the Landlord from any proper and reasonable claim:
- (i) relating to the supply of water, gas, electricity or other services to the premises that arises from the Tenant's negligence; or
  - (ii) that results from faulty fittings or fixtures brought to the premises by the Tenant; or
  - (iii) that comes from water or other fluids coming into or going out from the premises; or
  - (iv) resulting from a matter caused by the Tenant or the Tenant's invitees.

But this indemnity does not apply if the claim results from any wilful act or omission (or from the negligence) of the Landlord or its employees, agents, contractors or invitees.

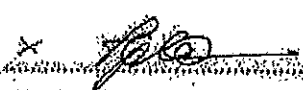
- (c) The Tenant agrees that the Landlord has made no representation or promise concerning:
- (i) the suitability of the premises for the conduct of the permitted use;
  - (ii) the suitability of the premises for the conduct of any particular business;
  - (iii) any facilities in the premises; or
  - (iv) whether or not the premises can lawfully be used for the permitted use.

## 7. SIGNAGE

- (a) The Tenant acknowledges that the Landlord has a strict policy regarding signage and must obtain the prior written consent of the Landlord (not to be unreasonably withheld) and any relevant Governmental Agency to affix or exhibit any sign, advertisement or notice on or to the Premises, unless it will not be visible from outside the Premises and does not contravene any provision of this lease.
- (b) On expiry or earlier determination of the Lease, the Tenant is to remove at its cost such signs and make good any damage caused by reason of such removal.
- (c) In making its determination for consent, the Landlord may have regard to the size, shape, colour, style, content, location, material and appearance of such sign and may refuse to give approval, if the Landlord considers in its absolute discretion, that the sign or advertisement is lacking in taste or does not conform to the rules prescribed by any Governmental Agency from time to time.



.....



.....



**ANNEXURE B**

SEE A SOLICITOR ABOUT THIS LEASE

Lessor: CCTS ASSETS PTY LIMITED ACN 098 072 443

Lessee: CCTS TELECOMMUNICATIONS CONSTRUCTION PTY LIMITED ACN 089 894 502

This annexure consists of 13 pages.

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NOTE: Any alterations and additions to Lease Covenants in Annexure B must be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

**CONTENTS**

CLAUSE	SUBJECT	PAGE	CLAUSE	SUBJECT	PAGE
1	Form of this Lease	2	11	Lessor's other Obligations	9
2	Parties	2	12	Forfeiture and End of Lease	9
3	The Property	2	13	Guarantee	10
4	Lease Period	2	14	Exclusions, Notices and Special Clauses	10
5	Money	3	15	Goods and Services Tax	11
6	Use	3	16	Bank Guarantee	11
7	Condition and Repairs	6	17	Security Deposit	11
8	Insurance and Damage	7	18	Strata Conversion	11
9	Access	7			
10	Transfer and Sublease	8			

**RETAIL LEASE CERTIFICATE**

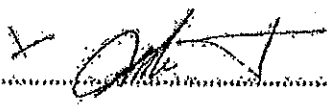
If section 16 of the *Retail Leases Act 1994* applies to this lease, and the term plus any further terms are less than 5 years (subject to section 16(4)), the term will be extended unless a section 16(3) certificate is given. Sections 16(1) and (2) provide –

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

I certify that I am a solicitor not acting for the lessor and that at the request of the lessee I explained to the lessee before (or within 6 months after) the lessee entered into this lease –

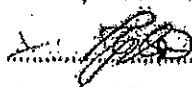
- the effect of sections 16(1) and (2); and
- that the giving of this certificate would result in section 16 not applying to this lease.

Date

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

Signature

NAME (BLOCK LETTERS)

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

**CLAUSE 1 FORM OF THIS LEASE**

**What are the parts to this lease?**

There are three parts to this lease – a lease form, Annexure A and this annexure.

This lease is a deed even if it is not registered.

A reference in this deed to the schedule is to the schedule of items commencing at item 1 on the lease form and ending with item 20 in Annexure A.

**CLAUSE 2 PARTIES**

**Who are the parties to this lease?**

The lessor is named on page 1 of this lease.

The lessee is named on page 1 of this lease.

The guarantor is named in item 10 in the schedule, if there is a guarantor.

If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

**CLAUSE 3 THE PROPERTY**

**What property is leased?**

The property leased is described on page 1 of this lease.

The lessor's fixtures are included in the property leased.

If anything else is leased (such as furniture belonging to the lessor) and is described in item 11 in the schedule it is included in the property.

If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The lessee shares the common facilities with the lessor, and with other lessees of the lessor. The lessor can set reasonable rules for sharing these common facilities.

**CLAUSE 4 LEASE PERIOD**

**How long is this lease for?**

This lease is for the period stated in item 1 in the schedule, commences on the date stated in item 2 in the schedule and ends on the date stated in item 3 in the schedule.

If a further period, commencing when this lease ends, is stated in item 12A in the schedule then the lessee has the option to renew this lease for that period.

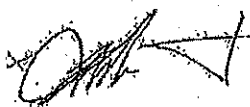
The lessee can renew this lease more than once if that is stated in item 12B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 12C in the schedule.

The lessee can exercise the option only if –

- 4.4.1 the lessee serves on the lessor a notice of exercise of option not earlier than the first day stated in item 12D in the schedule and not later than the last day stated in item 12E in the schedule;
- 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
- 4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.

If this lease is extended by legislation, items 12D and 12E in the schedule are adjusted accordingly.

After exercising the option the lessee must continue to pay all rents and outgoings on time and continue to comply with all of the lessee's obligations under this lease. If the lessee does not do so, the lessor may treat any breach as being a breach of the new lease as well as of this lease.



A new lease will be the same as this lease except for –

- 4.6.1 the new rent;
- 4.6.2 the commencement date and the termination date;
- 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
- 4.6.4 item 12B becoming item 12A;
- 4.6.5 adjustment of item 12C in the schedule; and
- 4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

If the new rent is to be current market rent it will be decided in the same way that current market rent is to be decided under Method 3 stated in clause 5 assuming that this lease and the new lease were one continuous lease and the commencement date of the new lease was a rent review date.

## CLAUSE 5 MONEY

### What money must the lessee pay?

The lessee must pay to the lessor or as the lessor directs –

- 5.1.1 the rent stated in item 13A in the schedule;
  - 5.1.2 the share stated in item 14A in the schedule of those outgoings stated in item 14B in the schedule;
  - 5.1.3 the reasonable cost to the lessor of remedying a default by the lessee;
  - 5.1.4 the reasonable cost to the lessor of dealing with any application by the lessee for the lessor's consent under this lease (whether or not it is given);
  - 5.1.5 interest on these moneys at the rate stated in item 15 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
  - 5.1.6 registration fee for registration of this lease at Land and Property Information NSW (payable on delivery to the lessor's solicitor of the executed lease);
  - 5.1.7 stamp duty on this lease (payable on delivery to the lessor's solicitor of the executed lease) if not previously paid by the lessee to the Office of State Revenue;
  - 5.1.8 if the lessee defaults, the lessor's reasonable legal costs relating to the default;
  - 5.1.9 the lessor's reasonable costs and expenses in connection with the preparation of this lease but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the *Retail Leases Act, 1994*; and
  - 5.1.10 GST as provided for in clause 15.
- 5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.


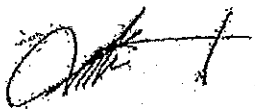
A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the lessor.

A request for payment can be made –

- 5.3.1 after the lessor has paid an outgoing; or
- 5.3.2 after the lessor has received an assessment or account for payment of an outgoing.

If item 14B in the schedule refers to land tax –

- if the property is a strata lot, the relevant land tax is land tax on that lot;
- if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the lessor used or available for use by or for the benefit of lessees conducting business in the building or in connection with trading in the building; and
- in either case, the land tax must be calculated as if the land was the only land owned by the lessor and there was no special trust or non-concessional company involved.



**When and how is the rent to be reviewed?**

The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.

If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 16 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.

The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the lessor is to refund to the lessee any overpayment of rent.

There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

**Method 1. By a fixed amount or percentage.**

In this case the rent beginning on each review date will be increased by the percentage or amount stated in item 16 in the schedule.

**Method 2. By reference to Consumer Price Index.**

In this case --

- take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
- divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
- multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula --

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y$$

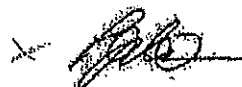
The lessor must calculate the new rent after each review date and give the lessee written notice of the new rent.

- 2) If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the lessor and the lessee agree to accept the calculations of the lessor's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.
- 1) If the index used to calculate the new rent is discontinued the lessor may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

**Method 3. By reference to current market rent.**

- 2) In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters --

- 5.12.1 the provisions of this lease;
- 5.12.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
- 5.12.3 the gross rent, less the lessor's outgoings payable by the lessee;
- 5.12.4 where the property is a retail shop, rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail shops; and
- 5.12.5 the value of goodwill created by the lessee's occupation and the value of lessee's fixtures and fittings are to be ignored;



- 5.13 The lessor or the lessee can inform the other in writing at least 60 days before the rent review date of the rent that the lessor or lessee thinks will be the current market rent at the review date.
- 5.14 If the lessor and the lessee agree on a new rent then that rent will be the new rent beginning on the rent review date and the lessor and the lessee must sign a statement saying so.
- 5.15 If the lessor and the lessee do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.16.

5.16

5.16.1 Unless 5.16.2 applies the lessor and the lessee can either agree upon a valuer or can ask the President of the Law Society of New South Wales to nominate a person who is a licensed valuer to decide the current market rent.

5.16.2 Where the property is a retail shop, the valuer appointed must be a specialist retail valuer appointed by agreement of the parties or, failing agreement, by the Administrative Decisions Tribunal.

5.17 The valuer will act as an expert not an arbitrator. The lessor and the lessee can each make submissions in writing to the valuer within 14 days after they receive notice of the valuer's appointment but not later unless the valuer agrees.

5.18 The valuer's decision is final and binding. The valuer must state how the decision was reached.

9) If the valuer

- 5.19.1 does not accept the nomination to act; or  
5.19.2 does not decide the current market rent within 1 month after accepting the nomination; or  
5.19.3 becomes incapacitated or dies; or  
5.19.4 resigns,

then another valuer is to be appointed in the same way.

) The lessor and lessee must each pay half the valuer's costs.

( If the lessor and lessee do not agree upon a valuer and neither asks for a valuer to be nominated before -

- 5.21.1 the next rent review date passes; or  
5.21.2 this lease ends without the lessee renewing it; or  
5.21.3 this lease is transferred after the rent review date with the lessor's consent; or  
5.21.4 the property is transferred after the rent review date

then the rent will not change on that rent review date.

## CLAUSE 6 USE

### How must the property be used?

The lessee must -

- 6.1.1 use the property for the purpose stated in Item 17 in the schedule and not for any other purpose;  
6.1.2 open for business at times usual for a business of the kind conducted by the lessee;  
6.1.3 keep the property clean and dispose of waste properly; and  
6.1.4 comply with all laws relating to strata schemes and all other laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the lessee's business there.  
6.1.5 where the property is a lot in a strata scheme:  
6.1.5.1 use the lessor's common property only in connection with the use of the property;  
6.1.5.2 co-operate with all other permitted users of the common property;  
6.1.5.3 comply with so many of the provisions of the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973* and the by-laws and all lawful orders, motions and directives under these Acts as may be applicable to the exercise of the lessee's rights and obligations under this lease.

6.2 The lessor can consent to a change of use and cannot withhold consent unreasonably.

The lessee must not –

- 6.3.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium unless the lessor consents in which case the lessee must pay the increased premium; or
- 6.3.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the lessor or to the owner or occupier of any neighbouring property; or
- 6.3.3 hold any auction, bankrupt or fire sale in the property; or
- 6.3.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the lessor consents (but the lessor cannot withhold consent unreasonably);
- 6.3.5 overload the floors or walls of the property; or
- 6.3.6 without the prior written consent of the lessor and/or the owners corporation, use the common property for any purpose other than for access to and egress from the property.

## CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

The lessor must –

- 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;
- 7.1.2 maintain the property in a structurally sound condition; and
- 7.1.3 maintain essential services.

7.2 The lessee must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the lessee does not have to –

- 7.2.1 alter or improve the property; or
- 7.2.2 fix structural defects; or
- 7.2.3 repair fair wear and tear.

7.3 The lessee must also –

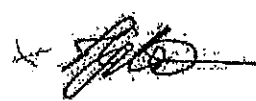
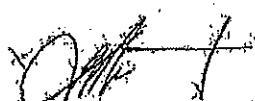
- 7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
- 7.3.2 maintain and decorate the shop front if the property has one;
- 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) – 'decorate' here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting;
- 7.3.4 where the property is a lot in a strata scheme:
  - 7.3.4.1 meet the cost of all damage to the common property occasioned by the lessee or any invitee or licensee of the lessee; and
  - 7.3.4.2 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it.

7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. But if it is any other work or is required only because of the way the lessee uses the property then the lessee must do the work.

If the lessee fails to do any work that the lessee must do the lessor can give the lessee a notice in writing stating what the lessee has failed to do. After the notice is given the lessee must –

- 7.5.1 do the work immediately if there is an emergency; and
- 7.5.2 do the work promptly and diligently in any other case.

If the lessee does not do the work, the lessor can do it and the lessee must reimburse the lessor for the cost of the work.



The lessee must not make any structural alterations to the property. Any other alterations require the lessor's consent in writing (but the lessor cannot withhold consent unreasonably).

#### CLAUSE 8 INSURANCE AND DAMAGE

##### What insurances must the lessee take out?

The lessee must keep current an insurance policy covering -

- 8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and
  - 8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property
- and must produce to the lessor, upon request, the policy and the receipt for the last premium.

##### What happens if the property is damaged?

If the property or the building of which it is part is damaged (a term which includes destroyed) -

- 8.2.1 the lessee is not liable to pay rent, or any amount payable to the lessor in respect of outgoings and other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;
- 8.2.2 if the property is still useable under this lease but its useability is diminished due to the damage, the lessee's liability for rent and any amount in respect of outgoings attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;
- 8.2.3 if the lessor notifies the lessee in writing that the lessor considers that the damage is such as to make its repair impracticable or undesirable, the lessor or the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the other and no compensation is payable in respect of that termination;
- 8.2.4 if the lessor fails to repair the damage within a reasonable time after the lessee requests the lessor to do so the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the lessor; and
- 8.2.5 nothing in clause 8.2 affects any right of the lessor to recover damages from the lessee in respect of any damage or destruction to which the clause applies.

#### CLAUSE 9 ACCESS

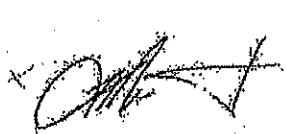
##### What are the lessor's rights of access to the property?

The lessee must give the lessor (or anyone authorised in writing by the lessor) access to the property at any reasonable time for the purpose of -

- 9.1.1 inspecting the condition of the property, or how it is being used; or
  - 9.1.2 doing anything that the lessor can or must do under this lease or must do by law; or
  - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or
  - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
  - 9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends; or
  - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
  - 9.1.7 inspecting, clearing or repairing another property or any services to another property.
- 9.2 The lessor must give the lessee at least 2 days written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.

The lessor must promptly make good any damage caused to the property and to any of the lessee's belongings which results from exercising these rights.

The lessee must give to the lessor a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.



**CLAUSE 10 TRANSFER AND SUB-LEASE**

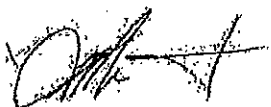
**Can this lease be transferred or the property shared or sub-let?**

- 1 The lessee must not transfer this lease without consent.
- 2 The lessor can withhold consent only if –
  - 10.2.1 the proposed transferee proposes to change the use to which the property is put; or
  - 10.2.2 where the property is a retail shop, the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor and otherwise the proposed transferee has financial resources or business experience inferior to those of the proposed transferor; or
  - 10.2.3 the lessee has not complied with clause 10.3 and, where the property is a retail shop, clause 10.4.
- 10.3 A request for the lessor's consent to a transfer of lease must be made in writing and the lessee must provide the lessor with such information as the lessor may reasonably require concerning the financial standing and business experience of the proposed transferee.
- 4 Where the property is a retail shop, before requesting the consent of the lessor to a proposed transfer of this lease, the lessee must furnish the proposed transferee with a copy of any disclosure statement given to the lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the lessee was aware or could reasonably be expected to be aware). For the purpose of enabling the lessee to comply with this obligation, the lessee can request the lessor to provide the lessee with a copy of the disclosure statement concerned and, if the lessor is unable or unwilling to comply with such a request within 14 days after it is made, this clause 10.4 does not apply.
- 5 Where the lessee has complied with clause 10.3 and where required to do so clause 10.4, and the lessor has not within 42 days or where the *Retail Leases Act 1994* applies 28 days after the request was made or the lessee has complied with paragraphs 41(a) and 41(b) of that Act, whichever is the later, given notice in writing to the lessee either consenting or withholding consent, the lessor is taken to have consented.
- 6 The lessee has to pay in connection with any consent the lessor's reasonable legal costs, the reasonable costs of obtaining any mortgagee's consent, the stamp duty and the registration fee for the transfer.
- 7 Where the property is a retail shop, the lessee can sub-let, grant a licence or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the lessee's estate or interest in this lease only with the written consent of the lessor which can be refused in the lessor's absolute discretion. Otherwise, the lessee cannot do any of these things.

**CLAUSE 11 LESSOR'S OTHER OBLIGATIONS**

**What are the lessor's other obligations?**

- 1 So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.
- 2 The lessor must pay all outgoings for the land or the building of which the property is part when they fall due.
- 3 If the property is part of a building owned or controlled by the lessor –
  - 11.3.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
  - 11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must –
    - 11.3.2.1 allow reasonable use of the facilities and service connections including –
      - the right for the lessee and other persons to come and go to and from the property over the areas provided for access;
      - access by the lessee to service connections; and
      - the right for the lessee's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.
    - 11.3.2.2 maintain the facilities and service connections in reasonable condition.



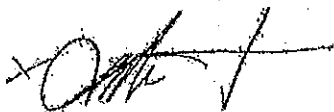


- 11.4 Where registration is necessary for the validity of this lease, the lessor must ensure that this lease is registered.
- 5 If a consent is needed for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

## CLAUSE 12 FORFEITURE AND END OF LEASE

### When does this lease end?

- 1 This lease ends –
- 12.1.1 on the date stated in item 3 in the schedule; or
  - 12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or
  - 12.1.3 if the lessor lawfully demands possession of the property.
- 12.2 The lessor can enter and take possession of the property or demand possession of the property if –
- 12.2.1 the lessee has repudiated this lease; or
  - 12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or
  - 12.2.3 the lessee has failed to comply with a lessor's notice under section 129 of the *Conveyancing Act 1919*; or
  - 12.2.4 the lessee has not complied with any term of this lease where a lessor's notice is not required under section 129 of the *Conveyancing Act 1919* and the lessor has given at least 14 days written notice of the lessor's intention to end this lease.
- 12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must –
- 12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in; and
  - 12.3.2 have removed any goods and anything that the lessee fixed to the property and have made good any damage caused by the removal.
- Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and charge to the lessee the cost of removal, making good and disposal.
- 4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than under a new lease) then –
- 12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same way that the lessee had to do under this lease just before the lease period ended (apportioned and payable monthly);
  - 12.4.2 the monthly tenancy will be on the same terms as this lease, except for –
    - clause 4;
    - clauses 5.4 to 5.21 inclusive; and
    - clause 6.2 unless consent has previously been given;
  - 12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, 1 month written notice to the other expiring on any date; and
  - 12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly tenancy.
- 12.5 Essential terms of this lease include –
- 12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);
  - 12.5.2 the obligations of the lessee in clause 5.1.2 (dealing with outgoings);
  - 12.5.3 the obligations of the lessee in clause 6.1 (dealing with use);
  - 12.5.4 the obligations of the lessee in clause 7 (dealing with repairs);
  - 12.5.5 the obligations of the lessee in clause 10 (dealing with transfer and sub-lease); and
  - 12.5.6 the obligations of the lessee in clause 15 (dealing with GST).





12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.

7 The lessor can recover damages even if –

- 12.7.1 the lessor accepts the lessee's repudiation of this lease; or
- 12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
- 12.7.3 the lessee abandons possession of the property; or
- 12.7.4 a surrender of this lease occurs.

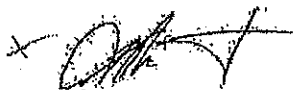
### CLAUSE 13 GUARANTEE

#### What are the obligations of a guarantor?

- 1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.
- 4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.
- 5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 5 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.
- 3 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

### CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

- 1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.
- 2 A document under or relating to this lease is –
  - 14.2.1 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*; and
  - 14.2.2 served on the lessee if it is left at the property.
- 14.3 This lease is subject to any legislation that cannot be excluded (for example, the *Retail Leases Act 1994*).
- 4 In this lease, 'retail shop' means premises to which the *Retail Leases Act 1994* applies.
- 5 In this lease 'Director General' has the same meaning as in the *Retail Leases Act 1994*.

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**CLAUSE 15 GOODS AND SERVICES TAX**

Unless Item 13B in the schedule has been completed in a way that indicates that this clause is not to apply:

- 1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.
- 2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.
- 3 Outgoings in item 14B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.
- 4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

**CLAUSE 16 BANK GUARANTEE**

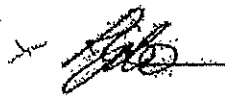
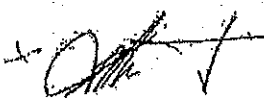
- 1 If a number of months appears in item 19 in the schedule, clauses 16.2 to 16.5 apply.
- 2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee by a bank trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor and for an amount equivalent to the number of months referred to in item 19 in the schedule.
- 3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease.
- 4 The lessee agrees to vary the amount of the guarantee immediately upon each rent review so that the amount at all times represents the equivalent of the number of months referred to in the schedule.
- 5 The lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee on the last of:
  - 16.5.1 the terminating date of this lease;
  - 16.5.2 the expiry date of any holding over under this lease; and
  - 16.5.3 the date that the lessee has no further obligations under this lease or at law.

**CLAUSE 17 SECURITY DEPOSIT**

- 1 If an amount or a number of months appears in item 20 in the schedule, clauses 17.2 to 17.6 apply.
- 2 On or before the commencement date of this lease the lessee will deliver the security deposit to the lessor.
- 3 The lessor is entitled to deduct from the security deposit an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease.
- 4 Where the property is a retail shop, the security deposit will be held in accordance with Section 16C of the *Retail Leases Act 1994*. The lessee will not make an application to the Director General seeking the return of the security deposit (or so much of it as is then held by the Director General) until the later of:
  - 17.4.1 the terminating date of this lease;
  - 17.4.2 the expiry date of any holding over under this lease; and
  - 17.4.3 the date that the lessee has no further obligations under this lease or at law.
- 5 Where the property is other than a retail shop the security deposit (or so much of it as is then held by the lessor) will be returned to the lessee on the later of the dates as specified in clause 17.4.
- 6 The lessee agrees to vary the amount of the security deposit immediately upon each rent review so that it represents the equivalent of the number of months referred to in the schedule.

**CLAUSE 18 STRATA CONVERSION**

- 1 "Owners corporation", "owner", "strata scheme", "lot" and "parcel" where used in this lease have the meanings given under the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*.



18.2 "Strata Acts" means the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices now or hereafter made under those Acts.

3 "Strata conversion" means a subdivision of the property under the *Strata Schemes (Freehold Development) Act 1973* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.

4 Strata Titles

18.4.1 Lessee consents to registration of strata plan

18.4.1.1 By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata schemes plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the Building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee's approval, which approval will not be unreasonably withheld.

18.4.1.2 Provided the lessee consents to the strata conversion as per clause 18.4.1.1 then within 7 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.

18.4.2 Compliance with the Strata Acts and by-laws:

18.4.2.1 (Covenant): The lessee and any and all persons acting by, through or under it or with its authority express or implied shall comply with so many of the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee's rights and obligations under the provisions elsewhere contained in this lease,

18.4.2.2 Not to prejudice interests of owners corporation. Without the prior written consent of the owners corporation, the lessee shall not do any act, matter or thing under the exercise of its rights and obligations elsewhere contained in this lease or permit or allow any act, matter or thing to be done which shall or may:

- increase the rate of premium payable by the owners corporation under any policy of insurance taken out by the owners corporation; or
- invalidate, avoid or suspend the operation of any such policy of insurance or otherwise prejudice the owners corporation rights under any such policy.

18.4.2.3 Upon the occurrence of any of the matters previously referred to the lessee shall:

- pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;
- pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.4.2.2; and
- pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.

18.4.2.4 (Indemnity): The lessee shall indemnify the lessor for any loss or damage suffered by the lessor if the lessee or the lessee's employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee's employees by this lease or by reason of the Strata Acts.

18.4.3 If the strata conversion occurs:

18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;

18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a sinking fund or special levy; and

18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.

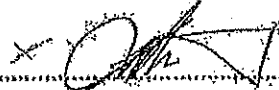
**IMPORTANT NOTES**

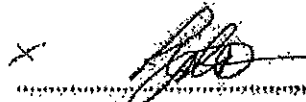
The following notes are for guidance and do not form part of this lease.

If you are a lessor, a solicitor will prepare this lease for you.

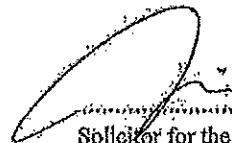
If you are a lessee, a solicitor can advise you about it.

1. This document creates legal rights and legal obligations.
2. Failure to register a lease can have serious consequences.
3. If an option for renewal is not exercised at the right time it will be lost.
4. The lessee can exercise an option for renewal even if there has been a breach of this lease in a case where section 133E of the *Conveyancing Act 1919* applies. The lessor must give a prescribed notice within 14 days after the option is exercised if the lessor wants to rely on the breach to prevent the exercise of the option.
5. The Law Society of New South Wales is not to be responsible for any loss resulting from the use of this lease as printed whether authorised or not.

  
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I certify that this and the preceding twelve pages are in exactly the same wording as Annexure B of the copyright Law Society Lease.

  
.....  
Solicitor for the lessor



National Australia Bank Limited  
ABN 12 004 044 937

Annexure to Lease

FROM CCTS Assets Pty Limited ACN 098 072 443  
TO CCTS Telecommunications Construction Pty Limited ACN 089 894 502  
DATE  
FOLIO IDENTIFIER 2/13/2417

National Australia Bank Limited ABN 12 004 044 937 as Mortgagee under Mortgage Number AH95354 hereby consents to the within Lease subject to and without in any way limiting abridging affecting or prejudicing the rights powers and remedies of the Mortgagee under the said Mortgage/s (or any of them) which rights powers and remedies shall remain in full force and effect as if this consent had not been given Save and Except that so long as the covenants conditions and provisions of the within Lease are duly observed and performed the Mortgagee will in the event of the exercise of the power of sale or other power or remedy of the Mortgagee on default under the said Mortgage/s (or any of them) exercise the same subject to the then subsisting rights of the Lessee/s under the within Lease And this limited consent is also given on the express condition that the consent of the Mortgagee is procured in all cases where the consent of the Lessor/s is necessary under the within Lease that the Mortgagee shall not be obliged to perform any covenant or agreement by the Lessor/s contained in the within Lease and that all rights powers and remedies of the Lessor/s under the within Lease shall absolutely vest in and be exercisable and enforceable by the Mortgagee immediately upon the Mortgagee giving notice to the Lessee/s of demand to enter into receipt of the rents and profits of the leased premises.

Signed at ERINA this 27 day of JULY 2012  
(Day) (Month) (Year - copy)

SIGNED SEALED AND DELIVERED for and )  
on behalf of NATIONAL AUSTRALIA BANK )  
LIMITED ABN 12 004 044 937 by its )  
Attorney who holds the position of )  
Level \_\_\_ Attorney under )  
Power of Attorney Registered No. 39 Book )  
4512 in the presence of: )

[Signature]  
Witness Signature  
BRONNIN EVANS  
Print Name

[Signature]  
Attorney Signature  
CRAIG GORDON SPRAT  
Print Name of Attorney