

12821:119822

Kheir Lawyers  
PO Box 3065  
BANKSTOWN SQUARE NSW 1885

## PLANNING CERTIFICATE

Section 10.7(2) of the Environmental Planning and Assessment Act 1979

Certificate No: 20237984  
16 November 2023

Land which Certificate is issued for:

**Lot X DP 401043**

**77 Auburn Road, BIRRONG NSW 2143**

*Note: The information in this certificate is provided pursuant to Section 10.7(2) and (5) of the Environmental Planning and Assessment Act 1979 (the Act), and as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (the Regulation). The information has been extracted from Council's records, as it existed at the date listed on the certificate.*

*Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.*

**INFORMATION PROVIDED UNDER SECTION 10.7 (2)  
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.**

**1 ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS**

**1.1 Relevant Planning Instruments**

Canterbury Bankstown Local Environmental Plan 2023

**1.2 Relevant Development Control Plans**

Canterbury Bankstown Development Control Plan 2023

**1.3 State Environmental Planning Policies**

*Note: The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning and Environment (DPE) website at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au). The full wording of each SEPP can also be accessed via the NSW Legislation website at <https://legislation.nsw.gov.au/>.*

**State Environmental Planning Policies:**

State Environmental Planning Policy (Sustainable Buildings) 2022

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

Chapter 3: Advertising and Signage

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2: State and regional development

Chapter 3: Aboriginal Land

Chapter 4: Concurrences and consents

State Environmental Planning Policy (Precincts - Central River City) 2021

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 2: Coastal Management

Chapter 3: Hazardous and offensive development

Chapter 4: Remediation of Land

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2: Mining, petroleum production and extractive industries

Chapter 3: Extractive industries in Sydney area

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2: Infrastructure

Chapter 3: Educational establishments and child care facilities

Chapter 4: Major infrastructure corridors

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 2: Vegetation in non-rural areas

Chapter 3: Koala habitat protection 2020

Chapter 6: Bushland in urban areas

Chapter 7: Canal estate development

Chapter 10: Sydney Harbour Catchment

Chapter 11: Georges River Catchment

**1.4 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act**  
Not applicable.

**2 Zoning and Land Use Under Relevant Planning Instruments**

*Note: The information below will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.*

**2.1 Land Use Zone**

**Canterbury Bankstown Local Environmental Plan 2023**

Date effective from

**23 June 2023**

Land Use Zone

**ZONE B1 NEIGHBOURHOOD CENTRE**

**1. Permitted without consent**

Home occupations

**2. Permitted with consent**

Boarding houses; Building identification signs; Business identification signs; Business premises; Car parks; Centre-based child care facilities; Community facilities; Early education and care facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Food and drink premises; Home businesses; Information and education facilities; Kiosks; Markets; Medical centres; Mortuaries; Neighbourhood shops; Neighbourhood supermarkets; Office premises; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Respite day care centres; Roads; Service stations; Shops; Shop top housing; Specialised retail premises; Tank-based aquaculture; Veterinary hospitals

**3. Prohibited**

Pond-based aquaculture; Any other development not specified in item 1 or 2

**2.2 Additional Permitted Uses**

The land, or part of land is affected by Schedule 1 Additional Permitted Uses of the Canterbury Bankstown Local Environmental Plan 2023. For further information visit <https://legislation.nsw.gov.au/> or contact Council on 02 9707 9000.

*Note: Due to the subdivision and/or consolidation of land, the Lot and Deposited Plans referenced in Schedule 1 of the relevant Local Environmental Plan may change. It is your responsibility to confirm the applicability of Additional Permitted Uses before undertaking any development on the site that relies upon provisions in Schedule 1.*

**2.3 Minimum Land Dimensions for the Erection of a Dwelling House**

For land zoned R2, R3 or R4 and on land identified as 'Area 2' on the Clause Application Map within the Canterbury Bankstown Local Environmental Plan 2023, the minimum lot size required for dwelling houses on a battle-axe lot or other lot with an access handle is 600m<sup>2</sup>. For land without an access handle, please refer to the Minimum Lot Sizes Map of the Local Environmental Plan for minimum lot sizes for dwelling houses.

**2.4 Area of Outstanding Biodiversity Value**

Not applicable

**2.5 Conservation Area and/or Environmental Heritage**

The land is not affected by a heritage item or within a heritage conservation area under the relevant Principal Environmental Planning Instrument.

### 3 Contribution Plans

#### Canterbury Bankstown Local Infrastructure Contributions Plan 2022

This Development Contributions Plan was prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2021.

The Plan allows the Council or other consent authority to levy contributions on selected new development to pay for local public infrastructure (such as parks, roads and libraries), required to meet the needs of our growing and changing City. A copy of the development contributions plan can be viewed on Council's website.

### 4 Complying Development

Whether or not the land is land on which complying development may be carried out under each of the Codes for complying development because of the provisions of clauses 1.17A(1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land.

*Note that in order for complying development to be able to be carried out, it must be permissible in the relevant zone in the first place.*

<b>Housing Code (if in a residential zone)</b>	Yes
<b>Rural Housing Code (if in a rural residential zone)</b>	Not applicable
<b>Low Rise Housing Diversity Code</b>	Yes
<b>Housing Alterations Code</b>	Yes
<b>General Development Code</b>	Yes
<b>Greenfield Housing Code</b>	Not applicable
<b>Inland Code</b>	Not applicable
<b>Commercial and Industrial (New Building and Alterations) Code</b>	Yes
<b>Commercial and Industrial Alterations Code</b>	Yes
<b>Container Recycling Facilities Code</b>	Yes
<b>Demolition Code</b>	Yes
<b>Subdivision Code</b>	Yes
<b>Fire Safety Code</b>	Yes

*\*Note: The reason(s) why complying development may not be carried may only apply to part of, or all of, the property. For more information go to the NSW ePlanning Spatial Viewer and search the property address <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>.*

#### 4.1 Variation of Complying Development Codes

A variation to the Complying Development Code applies to certain lots in Zone R2 Low Density Residential areas which are no more than 450m<sup>2</sup> in area and are located in land to which the former Bankstown Local Environmental Plan 2015 applied. For further information on the variation to the Complying Development Code, please refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 at the NSW Legislation website at <https://legislation.nsw.gov.au/>

### 5 Exempt Development

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A, the development (new or alterations proposed to the existing structures) must meet the following criteria:

#### General Exempt Development Code

Yes

#### Advertising and Signage Exempt Development Code

Yes

#### Temporary Uses and Structures Exempt Development Code

Yes

*Note: Despite the above, if the exempt development meets the requirements and standards specified by the State Environmental Planning Policy (Exempt and Complying Development) 2008 and that development (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or (b) is subject to an exemption under section 57(1A) or (3) of that Act, the development is exempt development. For further information refer to the Heritage NSW website at <https://www.heritage.nsw.gov.au/>.*

*Important Disclaimer: Clause 4 and 5 of this Certificate only contain information in respect of that required by clause 4 and 5 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021, in relation to Complying and Exempt Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Exempt or Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued, or work carried out as Exempt Development under the provisions of the SEPP is invalid.*

**6 Affected Building Notices and Building Product Rectification Orders**

Not applicable

**7 Land Reserved for Acquisition**

There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 3.15 of the Environmental Planning and Assessment Act 1979.

**8 Road Widening and Road Realignment**

Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument:

The land is not affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993, or an environmental planning instrument.

Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council:

The land is not affected by a road widening or road realignment proposal under any resolution of Council.

**9 Flooding**

The land, or part of the land, is **not** within the flood planning area (FPA) or probable maximum flood (PMF).

The land, or part of the land, is **not** subject to flood related development controls.

**10 Council and Other Public Authority Policies on Hazard Risk Restrictions**

Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

Land Slip

The land is not affected by a policy restriction relating to landslip

Tidal Inundation

The land is not affected by a policy restriction relating to tidal inundation

Subsidence

The land is not affected by a policy restriction relating to subsidence

Acid Sulfate Soils

The land is not affected by a policy restriction relating to acid sulfate soils.

Contamination

Council has adopted by resolution a policy concerning the management of contaminated land. The policy applies to all land in the Canterbury-Bankstown Local Government Area and will restrict development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Council's website at [www.cbcity.nsw.gov.au](http://www.cbcity.nsw.gov.au).

Council is not aware of the land being affected by any matters as prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

Please refer to the *NSW Environment Protection Authority (EPA)* for more information.

Salinity

Not applicable

Coastal Hazards

Not applicable

Sea Level Rise

Not applicable

Unhealthy Building Land

The land is not affected by a policy restriction relating to Unhealthy Building Land.

Any Other Risk (including Aircraft Noise)

Not applicable

11 **Bush Fire Prone Land**  
Not applicable

12 **Loose-Fill Asbestos Ceiling Insulation**  
Not applicable

13 **Mine Subsidence**  
The subject land is not within a mine subsidence district within the meaning of Section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14 **Paper Subdivision Information**  
Not applicable

15 **Property Vegetation Plans**  
Not applicable

16 **Biodiversity Stewardship Sites**  
Not applicable

17 **Biodiversity Certified Land**  
Not applicable

18 **Orders Under Trees (Disputes Between Neighbours) Act 2006**  
Not applicable

19 **Annual Charges Under Local Government Act 1993 For Coastal Protection Services That Relate to Existing Coastal Protection Works**  
Not applicable

- 20 **Western Sydney Aerotropolis**  
Not applicable
- 21 **Development Consent Conditions for Seniors Housing**  
Not applicable
- 22 **Site Compatibility Certificates and Development Consent Conditions For Affordable Rental Housing**  
Not applicable



**CAMILLE LATTOUF**  
**MANAGER CITY STRATEGY AND DESIGN**

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## PLANNING CERTIFICATE

Section 10.7(2) of the Environmental Planning and Assessment Act 1979

Certificate No: 20237985  
16 November 2023

Land which Certificate is issued for:

**Lot 2 DP 387131**

**79 Auburn Road, BIRRONG NSW 2143**

*Note: The information in this certificate is provided pursuant to Section 10.7(2) and (5) of the Environmental Planning and Assessment Act 1979 (the Act), and as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (the Regulation). The information has been extracted from Council's records, as it existed at the date listed on the certificate.*

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**INFORMATION PROVIDED UNDER SECTION 10.7 (2)  
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**1 ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS**

**1.1 Relevant Planning Instruments**

Canterbury Bankstown Local Environmental Plan 2023

**1.2 Relevant Development Control Plans**

Canterbury Bankstown Development Control Plan 2023

**1.3 State Environmental Planning Policies**

*Note: The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning and Environment (DPE) website at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au). The full wording of each SEPP can also be accessed via the NSW Legislation website at <https://legislation.nsw.gov.au/>.*

**State Environmental Planning Policies:**

State Environmental Planning Policy (Sustainable Buildings) 2022

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

Chapter 3: Advertising and Signage

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2: State and regional development

Chapter 3: Aboriginal Land

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State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 2: Coastal Management

Chapter 3: Hazardous and offensive development

Chapter 4: Remediation of Land

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Chapter 2: Mining, petroleum production and extractive industries

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Chapter 2: Infrastructure

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Chapter 6: Bushland in urban areas

Chapter 7: Canal estate development

Chapter 10: Sydney Harbour Catchment

Chapter 11: Georges River Catchment

**1.4 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act**  
Not applicable.

## **2 Zoning and Land Use Under Relevant Planning Instruments**

*Note: The information below will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.*

### **2.1 Land Use Zone**

#### **Canterbury Bankstown Local Environmental Plan 2023**

Date effective from

**23 June 2023**

Land Use Zone

#### **ZONE B1 NEIGHBOURHOOD CENTRE**

##### **1. Permitted without consent**

Home occupations

##### **2. Permitted with consent**

Boarding houses; Building identification signs; Business identification signs; Business premises; Car parks; Centre-based child care facilities; Community facilities; Early education and care facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Food and drink premises; Home businesses; Information and education facilities; Kiosks; Markets; Medical centres; Mortuaries; Neighbourhood shops; Neighbourhood supermarkets; Office premises; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Respite day care centres; Roads; Service stations; Shops; Shop top housing; Specialised retail premises; Tank-based aquaculture; Veterinary hospitals

##### **3. Prohibited**

Pond-based aquaculture; Any other development not specified in item 1 or 2

### **2.2 Additional Permitted Uses**

The land, or part of land is affected by Schedule 1 Additional Permitted Uses of the Canterbury Bankstown Local Environmental Plan 2023. For further information visit <https://legislation.nsw.gov.au/> or contact Council on 02 9707 9000.

*Note: Due to the subdivision and/or consolidation of land, the Lot and Deposited Plans referenced in Schedule 1 of the relevant Local Environmental Plan may change. It is your responsibility to confirm the applicability of Additional Permitted Uses before undertaking any development on the site that relies upon provisions in Schedule 1.*

### **2.3 Minimum Land Dimensions for the Erection of a Dwelling House**

For land zoned R2, R3 or R4 and on land identified as 'Area 2' on the Clause Application Map within the Canterbury Bankstown Local Environmental Plan 2023, the minimum lot size required for dwelling houses on a battle-axe lot or other lot with an access handle is 600m<sup>2</sup>. For land without an access handle, please refer to the Minimum Lot Sizes Map of the Local Environmental Plan for minimum lot sizes for dwelling houses.

### **2.4 Area of Outstanding Biodiversity Value**

Not applicable

### **2.5 Conservation Area and/or Environmental Heritage**

The land is not affected by a heritage item or within a heritage conservation area under the relevant Principal Environmental Planning Instrument.

### 3 Contribution Plans

#### Canterbury Bankstown Local Infrastructure Contributions Plan 2022

This Development Contributions Plan was prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2021.

The Plan allows the Council or other consent authority to levy contributions on selected new development to pay for local public infrastructure (such as parks, roads and libraries), required to meet the needs of our growing and changing City. A copy of the development contributions plan can be viewed on Council's website.

### 4 Complying Development

Whether or not the land is land on which complying development may be carried out under each of the Codes for complying development because of the provisions of clauses 1.17A(1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land.

*Note that in order for complying development to be able to be carried out, it must be permissible in the relevant zone in the first place.*

<b>Housing Code (if in a residential zone)</b>	Yes
<b>Rural Housing Code (if in a rural residential zone)</b>	Not applicable
<b>Low Rise Housing Diversity Code</b>	Yes
<b>Housing Alterations Code</b>	Yes
<b>General Development Code</b>	Yes
<b>Greenfield Housing Code</b>	Not applicable
<b>Inland Code</b>	Not applicable
<b>Commercial and Industrial (New Building and Alterations) Code</b>	Yes
<b>Commercial and Industrial Alterations Code</b>	Yes
<b>Container Recycling Facilities Code</b>	Yes
<b>Demolition Code</b>	Yes
<b>Subdivision Code</b>	Yes
<b>Fire Safety Code</b>	Yes

*\*Note: The reason(s) why complying development may not be carried may only apply to part of, or all of, the property. For more information go to the NSW ePlanning Spatial Viewer and search the property address <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>.*

#### 4.1 Variation of Complying Development Codes

A variation to the Complying Development Code applies to certain lots in Zone R2 Low Density Residential areas which are no more than 450m<sup>2</sup> in area and are located in land to which the former Bankstown Local Environmental Plan 2015 applied. For further information on the variation to the Complying Development Code, please refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 at the NSW Legislation website at <https://legislation.nsw.gov.au/>

### 5 Exempt Development

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A, the development (new or alterations proposed to the existing structures) must meet the following criteria:

#### General Exempt Development Code

Yes

#### Advertising and Signage Exempt Development Code

Yes

#### Temporary Uses and Structures Exempt Development Code

Yes

*Note: Despite the above, if the exempt development meets the requirements and standards specified by the State Environmental Planning Policy (Exempt and Complying Development) 2008 and that development (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or (b) is subject to an exemption under section 57(1A) or (3) of that Act, the development is exempt development. For further information refer to the Heritage NSW website at <https://www.heritage.nsw.gov.au/>.*

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**6 Affected Building Notices and Building Product Rectification Orders**  
Not applicable

**7 Land Reserved for Acquisition**

There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 3.15 of the Environmental Planning and Assessment Act 1979.

**8 Road Widening and Road Realignment**

Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument:

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Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council:

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**9 Flooding**

The land, or part of the land, is **not** within the flood planning area (FPA) or probable maximum flood (PMF).

The land, or part of the land, is **not** subject to flood related development controls.

**10 Council and Other Public Authority Policies on Hazard Risk Restrictions**

Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

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The land is not affected by a policy restriction relating to landslip

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The land is not affected by a policy restriction relating to tidal inundation

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Council is not aware of the land being affected by any matters as prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

Please refer to the *NSW Environment Protection Authority (EPA)* for more information.

Salinity

Not applicable

Coastal Hazards

Not applicable

Sea Level Rise

Not applicable

Unhealthy Building Land

The land is not affected by a policy restriction relating to Unhealthy Building Land.

Any Other Risk (including Aircraft Noise)

Not applicable

**11 Bush Fire Prone Land**

Not applicable

**12 Loose-Fill Asbestos Ceiling Insulation**

Not applicable

**13 Mine Subsidence**

The subject land is not within a mine subsidence district within the meaning of Section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

**14 Paper Subdivision Information**

Not applicable

**15 Property Vegetation Plans**

Not applicable

**16 Biodiversity Stewardship Sites**

Not applicable

**17 Biodiversity Certified Land**

Not applicable

**18 Orders Under Trees (Disputes Between Neighbours) Act 2006**

Not applicable

**19 Annual Charges Under Local Government Act 1993 For Coastal Protection Services That Relate to Existing Coastal Protection Works**

Not applicable

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Not applicable
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**MANAGER CITY STRATEGY AND DESIGN**

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## PLANNING CERTIFICATE

**Section 10.7(2) of the Environmental Planning and Assessment Act 1979**

**Certificate No: 20237986  
16 November 2023**

**Land which Certificate is issued for:**

**Lot B DP 323054**

**79 Auburn Road, BIRRONG NSW 2143**

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Not applicable.



## 2 Zoning and Land Use Under Relevant Planning Instruments

*Note: The information below will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.*

### 2.1 Land Use Zone

#### Canterbury Bankstown Local Environmental Plan 2023

Date effective from

**23 June 2023**

Land Use Zone

#### **ZONE B1 NEIGHBOURHOOD CENTRE**

##### **1. Permitted without consent**

Home occupations

##### **2. Permitted with consent**

Boarding houses; Building identification signs; Business identification signs; Business premises; Car parks; Centre-based child care facilities; Community facilities; Early education and care facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Food and drink premises; Home businesses; Information and education facilities; Kiosks; Markets; Medical centres; Mortuaries; Neighbourhood shops; Neighbourhood supermarkets; Office premises; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Respite day care centres; Roads; Service stations; Shops; Shop top housing; Specialised retail premises; Tank-based aquaculture; Veterinary hospitals

##### **3. Prohibited**

Pond-based aquaculture; Any other development not specified in item 1 or 2

### 2.2 Additional Permitted Uses

The land, or part of land is affected by Schedule 1 Additional Permitted Uses of the Canterbury Bankstown Local Environmental Plan 2023. For further information visit <https://legislation.nsw.gov.au/> or contact Council on 02 9707 9000.

*Note: Due to the subdivision and/or consolidation of land, the Lot and Deposited Plans referenced in Schedule 1 of the relevant Local Environmental Plan may change. It is your responsibility to confirm the applicability of Additional Permitted Uses before undertaking any development on the site that relies upon provisions in Schedule 1.*

### 2.3 Minimum Land Dimensions for the Erection of a Dwelling House

For land zoned R2, R3 or R4 and on land identified as 'Area 2' on the Clause Application Map within the Canterbury Bankstown Local Environmental Plan 2023, the minimum lot size required for dwelling houses on a battle-axe lot or other lot with an access handle is 600m<sup>2</sup>. For land without an access handle, please refer to the Minimum Lot Sizes Map of the Local Environmental Plan for minimum lot sizes for dwelling houses.

### 2.4 Area of Outstanding Biodiversity Value

Not applicable

### 2.5 Conservation Area and/or Environmental Heritage

The land is not affected by a heritage item or within a heritage conservation area under the relevant Principal Environmental Planning Instrument.

### 3 Contribution Plans

#### Canterbury Bankstown Local Infrastructure Contributions Plan 2022

This Development Contributions Plan was prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2021.

The Plan allows the Council or other consent authority to levy contributions on selected new development to pay for local public infrastructure (such as parks, roads and libraries), required to meet the needs of our growing and changing City. A copy of the development contributions plan can be viewed on Council's website.

### 4 Complying Development

Whether or not the land is land on which complying development may be carried out under each of the Codes for complying development because of the provisions of clauses 1.17A(1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land.

*Note that in order for complying development to be able to be carried out, it must be permissible in the relevant zone in the first place.*

<b>Housing Code (if in a residential zone)</b>	Yes
<b>Rural Housing Code (if in a rural residential zone)</b>	Not applicable
<b>Low Rise Housing Diversity Code</b>	Yes
<b>Housing Alterations Code</b>	Yes
<b>General Development Code</b>	Yes
<b>Greenfield Housing Code</b>	Not applicable
<b>Inland Code</b>	Not applicable
<b>Commercial and Industrial (New Building and Alterations) Code</b>	Yes
<b>Commercial and Industrial Alterations Code</b>	Yes
<b>Container Recycling Facilities Code</b>	Yes
<b>Demolition Code</b>	Yes
<b>Subdivision Code</b>	Yes
<b>Fire Safety Code</b>	Yes

*\*Note: The reason(s) why complying development may not be carried may only apply to part of, or all of, the property. For more information go to the NSW ePlanning Spatial Viewer and search the property address <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>.*

#### 4.1 Variation of Complying Development Codes

A variation to the Complying Development Code applies to certain lots in Zone R2 Low Density Residential areas which are no more than 450m<sup>2</sup> in area and are located in land to which the former Bankstown Local Environmental Plan 2015 applied. For further information on the variation to the Complying Development Code, please refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 at the NSW Legislation website at <https://legislation.nsw.gov.au/>

### 5 Exempt Development

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A, the development (new or alterations proposed to the existing structures) must meet the following criteria:

#### General Exempt Development Code

Yes

#### Advertising and Signage Exempt Development Code

Yes

#### Temporary Uses and Structures Exempt Development Code

Yes

*Note: Despite the above, if the exempt development meets the requirements and standards specified by the State Environmental Planning Policy (Exempt and Complying Development) 2008 and that development (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or (b) is subject to an exemption under section 57(1A) or (3) of that Act, the development is exempt development. For further information refer to the Heritage NSW website at <https://www.heritage.nsw.gov.au/>.*

*Important Disclaimer: Clause 4 and 5 of this Certificate only contain information in respect of that required by clause 4 and 5 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021, in relation to Complying and Exempt Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Exempt or Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued, or work carried out as Exempt Development under the provisions of the SEPP is invalid.*

**6 Affected Building Notices and Building Product Rectification Orders**  
Not applicable

**7 Land Reserved for Acquisition**

There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 3.15 of the Environmental Planning and Assessment Act 1979.

**8 Road Widening and Road Realignment**

Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument:

The land is not affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993, or an environmental planning instrument.

Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council:

The land is not affected by a road widening or road realignment proposal under any resolution of Council.

**9 Flooding**

The land, or part of the land, is **not** within the flood planning area (FPA) or probable maximum flood (PMF).

The land, or part of the land, is **not** subject to flood related development controls.

**10 Council and Other Public Authority Policies on Hazard Risk Restrictions**

Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

Land Slip

The land is not affected by a policy restriction relating to landslip

Tidal Inundation

The land is not affected by a policy restriction relating to tidal inundation

Subsidence

The land is not affected by a policy restriction relating to subsidence

Acid Sulfate Soils

The land is not affected by a policy restriction relating to acid sulfate soils.

Contamination

Council has adopted by resolution a policy concerning the management of contaminated land. The policy applies to all land in the Canterbury-Bankstown Local Government Area and will restrict development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Council's website at [www.cbc.city.nsw.gov.au](http://www.cbc.city.nsw.gov.au).

Council is not aware of the land being affected by any matters as prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

Please refer to the *NSW Environment Protection Authority (EPA)* for more information.

Salinity

Not applicable

Coastal Hazards

Not applicable

Sea Level Rise

Not applicable

Unhealthy Building Land

The land is not affected by a policy restriction relating to Unhealthy Building Land.

Any Other Risk (including Aircraft Noise)

Not applicable

**11 Bush Fire Prone Land**

Not applicable

**12 Loose-Fill Asbestos Ceiling Insulation**

Not applicable

**13 Mine Subsidence**

The subject land is not within a mine subsidence district within the meaning of Section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

**14 Paper Subdivision Information**

Not applicable

**15 Property Vegetation Plans**

Not applicable

**16 Biodiversity Stewardship Sites**

Not applicable

**17 Biodiversity Certified Land**

Not applicable

**18 Orders Under Trees (Disputes Between Neighbours) Act 2006**

Not applicable

**19 Annual Charges Under Local Government Act 1993 For Coastal Protection Services That Relate to Existing Coastal Protection Works**

Not applicable

- 20 Western Sydney Aerotropolis**  
Not applicable
- 21 Development Consent Conditions for Seniors Housing**  
Not applicable
- 22 Site Compatibility Certificates and Development Consent Conditions For Affordable Rental Housing**  
Not applicable



**CAMILLE LATTOUF**  
**MANAGER CITY STRATEGY AND DESIGN**

12821:119826

Kheir Lawyers  
PO Box 3065  
BANKSTOWN SQUARE NSW 1885

## PLANNING CERTIFICATE

**Section 10.7(2) of the Environmental Planning and Assessment Act 1979**

**Certificate No: 20237990**  
16 November 2023

**Land which Certificate is issued for:**

**Lot C DP 323054**

**81 Auburn Road, BIRRONG NSW 2143**

*Note: The information in this certificate is provided pursuant to Section 10.7(2) and (5) of the Environmental Planning and Assessment Act 1979 (the Act), and as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (the Regulation). The information has been extracted from Council's records, as it existed at the date listed on the certificate.*

*Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.*

**INFORMATION PROVIDED UNDER SECTION 10.7 (2)  
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.**

**1 ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS**

**1.1 Relevant Planning Instruments**

Canterbury Bankstown Local Environmental Plan 2023

**1.2 Relevant Development Control Plans**

Canterbury Bankstown Development Control Plan 2023

**1.3 State Environmental Planning Policies**

*Note: The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning and Environment (DPE) website at [www.planning.nsw.gov.au](http://www.planning.nsw.gov.au). The full wording of each SEPP can also be accessed via the NSW Legislation website at <https://legislation.nsw.gov.au/>.*

**State Environmental Planning Policies:**

State Environmental Planning Policy (Sustainable Buildings) 2022

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

Chapter 3: Advertising and Signage

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2: State and regional development

Chapter 3: Aboriginal Land

Chapter 4: Concurrences and consents

State Environmental Planning Policy (Precincts - Central River City) 2021

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 2: Coastal Management

Chapter 3: Hazardous and offensive development

Chapter 4: Remediation of Land

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2: Mining, petroleum production and extractive industries

Chapter 3: Extractive industries in Sydney area

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2: Infrastructure

Chapter 3: Educational establishments and child care facilities

Chapter 4: Major infrastructure corridors

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 2: Vegetation in non-rural areas

Chapter 3: Koala habitat protection 2020

Chapter 6: Bushland in urban areas

Chapter 7: Canal estate development

Chapter 10: Sydney Harbour Catchment

Chapter 11: Georges River Catchment

**1.4 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act**  
Not applicable.

## **2 Zoning and Land Use Under Relevant Planning Instruments**

*Note: The information below will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.*

### **2.1 Land Use Zone**

#### **Canterbury Bankstown Local Environmental Plan 2023**

Date effective from

**23 June 2023**

Land Use Zone

#### **ZONE B1 NEIGHBOURHOOD CENTRE**

##### **1. Permitted without consent**

Home occupations

##### **2. Permitted with consent**

Boarding houses; Building identification signs; Business identification signs; Business premises; Car parks; Centre-based child care facilities; Community facilities; Early education and care facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Food and drink premises; Home businesses; Information and education facilities; Kiosks; Markets; Medical centres; Mortuaries; Neighbourhood shops; Neighbourhood supermarkets; Office premises; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Respite day care centres; Roads; Service stations; Shops; Shop top housing; Specialised retail premises; Tank-based aquaculture; Veterinary hospitals

##### **3. Prohibited**

Pond-based aquaculture; Any other development not specified in item 1 or 2

### **2.2 Additional Permitted Uses**

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*Note: Due to the subdivision and/or consolidation of land, the Lot and Deposited Plans referenced in Schedule 1 of the relevant Local Environmental Plan may change. It is your responsibility to confirm the applicability of Additional Permitted Uses before undertaking any development on the site that relies upon provisions in Schedule 1.*

### **2.3 Minimum Land Dimensions for the Erection of a Dwelling House**

For land zoned R2, R3 or R4 and on land identified as 'Area 2' on the Clause Application Map within the Canterbury Bankstown Local Environmental Plan 2023, the minimum lot size required for dwelling houses on a battle-axe lot or other lot with an access handle is 600m<sup>2</sup>. For land without an access handle, please refer to the Minimum Lot Sizes Map of the Local Environmental Plan for minimum lot sizes for dwelling houses.

### **2.4 Area of Outstanding Biodiversity Value**

Not applicable

### **2.5 Conservation Area and/or Environmental Heritage**

The land is not affected by a heritage item or within a heritage conservation area under the relevant Principal Environmental Planning Instrument.



### 3 Contribution Plans

#### Canterbury Bankstown Local Infrastructure Contributions Plan 2022

This Development Contributions Plan was prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2021.

The Plan allows the Council or other consent authority to levy contributions on selected new development to pay for local public infrastructure (such as parks, roads and libraries), required to meet the needs of our growing and changing City. A copy of the development contributions plan can be viewed on Council's website.

### 4 Complying Development

Whether or not the land is land on which complying development may be carried out under each of the Codes for complying development because of the provisions of clauses 1.17A(1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land.

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<b>Housing Code (if in a residential zone)</b>	Yes
<b>Rural Housing Code (if in a rural residential zone)</b>	Not applicable
<b>Low Rise Housing Diversity Code</b>	Yes
<b>Housing Alterations Code</b>	Yes
<b>General Development Code</b>	Yes
<b>Greenfield Housing Code</b>	Not applicable
<b>Inland Code</b>	Not applicable
<b>Commercial and Industrial (New Building and Alterations) Code</b>	Yes
<b>Commercial and Industrial Alterations Code</b>	Yes
<b>Container Recycling Facilities Code</b>	Yes
<b>Demolition Code</b>	Yes
<b>Subdivision Code</b>	Yes
<b>Fire Safety Code</b>	Yes

*\*Note: The reason(s) why complying development may not be carried may only apply to part of, or all of, the property. For more information go to the NSW ePlanning Spatial Viewer and search the property address <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>.*

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#### General Exempt Development Code

Yes

#### Advertising and Signage Exempt Development Code

Yes

#### Temporary Uses and Structures Exempt Development Code

Yes

*Note: Despite the above, if the exempt development meets the requirements and standards specified by the State Environmental Planning Policy (Exempt and Complying Development) 2008 and that development (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or (b) is subject to an exemption under section 57(1A) or (3) of that Act, the development is exempt development. For further information refer to the Heritage NSW website at <https://www.heritage.nsw.gov.au/>.*

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**6 Affected Building Notices and Building Product Rectification Orders**

Not applicable

**7 Land Reserved for Acquisition**

There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 3.15 of the Environmental Planning and Assessment Act 1979.

**8 Road Widening and Road Realignment**

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**10 Council and Other Public Authority Policies on Hazard Risk Restrictions**

Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

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Council is not aware of the land being affected by any matters as prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

Please refer to the *NSW Environment Protection Authority (EPA)* for more information.

Salinity

Not applicable

Coastal Hazards

Not applicable

Sea Level Rise

Not applicable

Unhealthy Building Land

The land is not affected by a policy restriction relating to Unhealthy Building Land.

Any Other Risk (including Aircraft Noise)

Not applicable

**11 Bush Fire Prone Land**

Not applicable

**12 Loose-Fill Asbestos Ceiling Insulation**

Not applicable

**13 Mine Subsidence**

The subject land is not within a mine subsidence district within the meaning of Section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

**14 Paper Subdivision Information**

Not applicable

**15 Property Vegetation Plans**

Not applicable

**16 Biodiversity Stewardship Sites**

Not applicable

**17 Biodiversity Certified Land**

Not applicable

**18 Orders Under Trees (Disputes Between Neighbours) Act 2006**

Not applicable

**19 Annual Charges Under Local Government Act 1993 For Coastal Protection Services That Relate to Existing Coastal Protection Works**

Not applicable

- 20 **Western Sydney Aerotropolis**  
Not applicable
- 21 **Development Consent Conditions for Seniors Housing**  
Not applicable
- 22 **Site Compatibility Certificates and Development Consent Conditions For Affordable Rental Housing**  
Not applicable



**CAMILLE LATTOUF**  
**MANAGER CITY STRATEGY AND DESIGN**

# Lease of Commercial Premises

(where the period is for 3 years or less (including any option period) and to which the Retail Leases Act 1994 does not apply)



- This form should not be used if the term of the lease (including the period of any option of renewal) exceeds three years.
- Delete whichever of alternate clauses 23A/23B and 24A/24B are not to apply- See clause 26.

**This Deed of Lease is made the** 12<sup>th</sup> day of March 2020

## PARTIES

### LESSOR ["the Lessor"]

Registered for GST Yes/No **ACN|ABN**

Name/s:

Or Corporation Name:

Address:

Phone:

Fax:

**SOT CONSTRUCTIONS**  
4 Crazzard St, Bimrong NSW 2143

Mobile:

Email:

0403 326 858

waleed@aqdevelopments.com.au

### LESSOR'S AGENT

ACN

ABN 85 623 361 562

Name:

Address:

Phone:

Fax:

AQ Properties

50D Amy Street

0404 288 851

0 0

Regents Park

2143

Mobile: 0404 288 851

Email: info@aqproperties.com.au

### LESSEE ["the Lessee"]

Registered for GST Yes/No **ACN|ABN**

Name/s:

Or Corporation Name:

Address:

Phone:

Fax:

**Abdullah Mehdi Kamel AL-Ziyara**

20 Beaumont St, Auburn NSW 2144

Mobile:

Email:

0402 305 673

abdulhelfy@outlook.com

### GUARANTOR ["the Guarantor"]

Name:

Address:

### Item 1 - PREMISES ["the Premises"]

Known as

and any attached inventory signed forming part of this lease.

81 Bimrong Road, Auburn

### Item 2 - PERMITTED USE [clause 2]

The premises must only be used for:

Barber Shop

### Item 3 - TERM OF LEASE [subject to Clause 27]

A term of

1 year

Commencing on

12/03/2020

Ending on

12/03/2021

### Item 4 - RENT [clause 30]

An initial base rent (GST inclusive) of

Eight hundred dollars

per month commencing on

and payable on the

1<sup>st</sup>

day of each month

in advance to the Lessor/Agent and

upon the terms and conditions set out in this Lease.

\* Lease starts in March 20. however one month free is added.

### Item 5 - OPTION TO RENEW [clause 32]

For a further period of

Nil

year/s.

Select one method for renewal rent review see clause 32(b) (i), clause 32 (b)(ii) and clause 32(b)(iii).

#### Tick applicable box

Fixed Amount (clause 32(b)(i))

Amount of \$

Nil

Fixed Percentage of Rent (clause 32(b)(i))

Percentage of

Nil %

CPI (clause 32(b)(ii))

Current Market Rent (clause 32(b)(iii))

A Fixed Percentage of Rent (clause

32(b)(i) at

% or CPI (clause 32(b)(ii)), whichever is the greater in value at the time of renewal.

If using a fixed percentage, the initial rent referred to in clause 32 (b)(i) is \$

Nil

(GST inclusive) per

### Item 6 - SECURITY DEPOSIT/BANK GUARANTEE

The amount of the security deposit referred to in clause 22 is \$

The amount of the bank guarantee referred to in clause 29 is \$

800  
Nil

\* NO option for Renewal, @ end of lease, will go into open Agreement.

**Item 7 - OUTGOINGS** [clause 25]

The percentage of outgoing referred to in clause 24A is

The percentage of increases in outgoing referred to in clause 24B is

*nil* % , or *nil* %

**Item 8 - REVIEW OF RENT**

Select one method for review of rent see clauses 23A and 23B.

*No Rent Reviews*

**Tick applicable box**

- CPI (clause 23A)
- Fixed Amount (clause 23B)  Amount of \$
- Fixed Percentage of Rent (clause 23B)  Percentage of %
- A Fixed Percentage of Rent (clause 23B) at  % or CPI (clause 23A), whichever is greater in value at the time of review.

If using a fixed percentage, the initial rent referred to in clause 23B is \$ (GST Inclusive) per

**Item 9 - INSURANCE** [clause 9]

Public Liability Insurance required is \$

*1,000,000*

*\* Company Registration Documents & public liability documents to be provided. Lessor.*

**Item 10 - INTEREST** [clause 16(b)]

*nil* %

**Item 11 - GUARANTOR** [clause 28]

The guarantor referred to in clause 28 is of

*nil*

**THE LEASE TERMS AND CONDITIONS**

**1 Interpretation**

- (a) "the premises" Includes any fixtures, fittings, furnishings, plant, equipment and chattels owned by the Lessor and in or at any time installed in the premises.
- (b) "the Lessee" includes the Lessee's successors and permitted assigns and, where the context permits, includes the Lessee's servants, agents, contractors and invitees.
- (c) "the Lessor" includes the Lessor's successors and assigns and, where the context permits, includes the Lessor's contractors, employees and agents.
- (d) Words importing the singular number include the plural, and the masculine gender includes the feminine or neuter genders and vice versa, and a reference to a person shall include a corporation.
- (e) Any covenant or agreement on the part of two or more persons shall bind them jointly and severally.

**2 Use**

- (a) The premises must only be used for the purposes as set out in Item 2.
- (b) The Lessee will not do or suffer to be done in or near the premises anything which might annoy or disturb the occupiers of nearby premises.

**3 Statutory Covenants**

The covenants and powers implied in every lease by virtue of Sections 84,84A and 85 of the Conveyancing Act 1919 shall not apply to or be implied in this lease.

**4 Damage to Premises**

- (a) If the premises are, or the building (if any) of which they form part is damaged, the Lessor is not obliged to repair or reinstate the premises or that building.
- (b) If the premises (or the building, if any, of which they form part) shall be destroyed or damaged so as to render the premises unfit for occupation and use by the Lessee for the purposes of the Lessee's business then:
  - (i) the Lessor may at any time thereafter by written notice to the Lessee terminate this lease without compensation; and
  - (ii) if the Lessor shall fail to rebuild or reinstate the premises (or the building, if any, of which they form part) within a reasonable time after having received written notice from the Lessee requiring the Lessor so to do then the Lessee may at any time thereafter by written notice to the Lessor terminate this lease without compensation.
- (c) Any such termination shall be without prejudice to the rights of either party in respect of any antecedent breach matter or thing;
- (d) Upon the happening of any such destruction or damage the rent payable under this lease or a proportionate part thereof according to the nature and extent of the damage sustained shall abate until the premises have been made fit for occupation and use by the Lessee for the purposes of the Lessee's business or until this lease has been terminated pursuant to Clause 4(b).
- (e) If the Lessor and the Lessee do not agree as to the amount of rent to be so abated that amount shall be determined by a person appointed by agreement between the Lessor and the Lessee or, failing such agreement, appointed by the President of the NSW Division of the Australian Property Institute.
- (f) The person making such determination shall be acting as an expert and not as an arbitrator and the costs of the determination shall be paid as to one half by the Lessor and as to one half by the Lessee.

**5 Subletting etc.**

The Lessee will not

- (a) grant a sublease, licence or concession in respect of the whole or any part of the premises; or
- (b) part with possession of the whole or any part of the premises; or
- (c) mortgage or otherwise charge or encumber the Lessee's estate or interest in this lease.

**6 Assignment**

The Lessee will not assign or transfer this lease without the written consent of the Lessor (which is not to be unreasonably withheld).

**7 Care of the premises**

**The Lessee will**

- (a) keep, and upon vacating the premises yield up, the premises in a clean state and free from rubbish
- (b) keep, and upon vacating the premises yield up, the premises in good repair (having regard to their condition at the commencement of this lease), reasonable wear and tear, damage by fire not attributable to any act or omission on the part of the Lessee, flood, lightning, storm and tempest only excepted
- (c) promptly replace all glass (including exterior window glass) in the premises which becomes damaged or broken and all light globes and fluorescent tubes which become worn out or damaged
- (d) promptly notify the Lessor of any circumstance which arises which might cause any damage or risk to the premises or to any person or property
- (e) keep the premises free of rodents, vermin, insects and pests
- (f) keep all doors and windows securely fastened when the premises are unoccupied.

**The Lessee will not**

- (a) without the prior written consent of the Lessor (which may be given subject to reasonable conditions and may not be unreasonably withheld)
  - (i) make or allow to be made any alteration or addition (including partitioning) to the premises
  - (ii) affix an aerial or antenna to the premises
  - (iii) paint, display or affix any sign, advertisement or notice on the exterior of the premises
- (b) do or allow to be done anything which might constrict, block or damage any plumbing facilities in, or used in association with, the premises;
- (c) damage or deface the premises, or
- (d) sleep or allow anyone to sleep on the premises.

**9 Insurance**

The Lessee will keep in force a policy of public risk insurance with respect to the premises and the Lessee's business in the premises for a cover of not less than the amount set out in Item 9, in respect of any one event or claim, and whenever requested by the Lessor so to do will furnish to the Lessor evidence of the currency of that policy. The Lessee will keep in force an insurance policy for replacement of plate glass located in or around the premises.

- 10 The Lessee will not knowingly do or allow to be done anything whereby any insurance policy relating to the premises or to the building (if any) of which they form part may be prejudiced or rendered void or voidable or anything which might increase the premium payable in respect of that policy.
- 11 **Statutory notices**  
The Lessee will comply with all statutes, ordinances and regulations (present and future) relating to the premises and to the Lessee's use or occupation of the premises and will promptly comply with all notices and orders given by any authority the necessity or ground for which relates to the Lessee's use or occupation of the premises.
- 12 **Lessor's Access**  
The Lessor may at all reasonable times enter the premises to view their state of repair or to comply with any requirement of any authority or to carry out repairs or maintenance provided that the Lessor shall not cause any undue inconvenience to the Lessee.
- 13 The Lessor may affix and retain on the exterior of the premises a "For Sale" sign (at any time) and a "To Let" sign (during the last three months of the term of this lease) and may at reasonable times and on reasonable notice show the premises to prospective purchasers and to prospective tenants.
- 14 **Release and Indemnity**  
The Lessee occupies and uses the premises at the risk of the Lessee and completely releases the Lessor from, and agrees to keep the Lessor indemnified against, all claims relating to any death of or injury to any person or to damage to or loss of property occurring in or near the premises or related to the Lessee's use or occupation of the premises and not caused by the negligence or wilful act of the Lessor.
- 15 **Removal of Fixtures**  
(a) The Lessee may, and if so required by the Lessor will, before the expiration or termination of this lease or of any extension of or holding over under this lease, remove from the premises all trade or tenant's fixtures installed by the Lessee and will promptly repair any damage caused during the removal.  
(b) Any trade or tenant's fixtures and all chattels brought onto the premises by the Lessee which are not so removed will become the property of the Lessor.
- 16 **Default**  
(a) If any rent or other money payable under this lease remains unpaid for 14 days after becoming due for payment, or if the Lessee fails to observe or perform any covenant or provision on the part of the Lessee in this lease, then the Lessor may re-enter the premises whereupon this lease will terminate.  
(b) The Lessee will pay to the Lessor on demand interest on any money (including rent) due and payable under this lease but unpaid calculated at the rate set out in Item 10, per annum from the day on which it became payable to the date of payment.
- 17 **Costs**  
The Lessee will pay all stamp duty and reasonable costs (including any mortgagee's costs of consent) incurred by the Lessor in connection with the preparation and completion of this lease and in connection with any application for the Lessor's consent and in connection with any default by the Lessee under this lease.
- 18 **Approvals**  
The Lessee acknowledges that no representation or warranty has been made by the Lessor as to the suitability of the premises for the Lessee's use and that the Lessee is aware of the possible need for the lessee to obtain approvals of authorities to that use.
- 19 **Quiet enjoyment**  
For so long as the Lessee fully complies with the Lessee's obligations under this lease the Lessor will not interfere with the Lessee's occupation and use of the premises.
- 20 **Notices**  
(a) Any notice given by the Lessor or the Lessee to the other of them shall be sufficiently given if in writing (signed, if given by a company, by a director or secretary of the company) and served on that other personally or left at or sent by prepaid post to the residential, or to a business, address of that other last known to the party giving the notice.  
(b) A notice served by post shall be deemed to be served 2 business days after it has been posted.
- 21 **Usage Charges**  
The Lessee will pay to the Lessor on demand any amount separately charged in respect of the premises for water usage or for sewerage usage (excluding fixed charges) or for the removal of trade waste.
- 22 **Security Deposit**  
Upon the signing of this deed the Lessee will pay to the Lessor a security deposit in the amount (if any) stated in Item 6. At the expiration or sooner determination of this lease the Lessor shall be entitled to deduct from that deposit, or apply that deposit in or towards satisfaction of, any amount that may be or become payable by the Lessee to the Lessor pursuant to the provisions of this lease.
- 23A\* **Rent Review**  
The base rent for each year or part of a year commencing on an anniversary of the commencing date of the term of this lease (appropriately apportioned if necessary to apply to the part of a year) shall be the base rent for the then previous year multiplied by the Consumer Price Index (Sydney - all groups) number for the last quarter before that anniversary divided by that Index number for the same quarter in the previous calendar year.
- OR**
- 23B\* The base rent for each year or part of a year commencing on an anniversary of the commencing date of the term of this lease (appropriately apportioned if necessary to apply to the part of a year) shall be the base rent for the then previous year increased by the amount or the percentage stated in Item 8.
- 24A\* **Outgoings**  
By way of further rent the Lessee will pay to the Lessor on demand an amount equal to the percentage stated in Item 7 of the outgoings (as defined in clause 25)
- OR**
- 24B\* By way of further rent the Lessee will pay to the Lessor on demand an amount equal to the percentage stated in Item 7 of all increases in the outgoings (as defined in clause 25) over the respective amounts assessed, charged or paid for the relevant rating, taxing or insurance period current at the commencement of the term of this lease.
- 25 (a) For the purposes of clause 24A or clause 24B, whichever is applicable, "the outgoings" means all local council rates and charges, water sewerage and drainage rates and charges not referred to elsewhere in this lease, land tax as assessed, and all insurance premiums payable, in relation to the premises (or if the premises are only part of a property then in relation to that property).  
(b) For the purposes of this clause 25 land tax shall be taken to be the tax which would have been payable if it had been assessed on the basis that  
(i) the premises (of if the premises are only part of a property then that property) were the only land owned by the Lessor and were not subject to a special trust (within the meaning of the Land Tax Management Act 1956), and  
(ii) the Lessor was not a company classified under Section 29 of that Act as a non-concessional company.
- 26 (a) If neither of clauses 23A and 23B is deleted then clause 23A has effect and clause 23B does not form part of this lease.  
(b) If neither of clauses 24A and 24B is deleted then neither of them has effect and neither of them forms part of this lease.
- 27 **At end of lease**  
If this lease is not renewed or if its term is not extended and if the Lessee holds over after the expiration of the lease with the consent of the Lessor then the Lessee will become a monthly tenant (the tenancy being terminable by one month's written notice given by either party and expiring on any day) at the same rent per month as is then payable and on the same terms and conditions as are contained in this lease so far as they can be applied.
- 28 **Guarantee**  
The guarantor (if any) named in Item 11 guarantees to the Lessor the due performance by the Lessee of the Lessee's obligations (including obligations to pay rent or damages) under this lease both during the term of this lease and after that term has ended.  
The liability of the guarantor will not be affected by  
(i) the Lessor giving the Lessee extra time to comply with an obligation or waiving, or not insisting on strict compliance with, any term of this lease;  
(ii) the payment by the Lessee of a security deposit or the Lessor receiving any benefit from a security deposit;  
(iii) the rent being increased or the terms of this lease being altered, or  
(iv) the bankruptcy, or if the Lessee is a company the winding up, of the Lessee.  
If the Lessee does not pay any money payable to the Lessor by virtue of this lease (including rent and damages or compensation following default) then the guarantor will pay that money to the Lessor on demand even if the Lessor has not tried to recover payment from the Lessee or out of a security deposit.
- 29 If an amount is set out in Item 6 then before the term of this lease begins the Lessee will give to the Lessor, and maintain, an irrevocable and unconditional bank guarantee of payment on demand to the Lessor of that amount by a bank, on terms acceptable to the Lessor. Acceptance by the Lessor of any payment under such guarantee will not affect the rights of the Lessor nor operate as a waiver of any breach by the Lessee.
- 30 **Payment of rent**  
The Lessee will pay rent as set out in Item 4, punctually on the due dates and will not withhold or be entitled to withhold any part of such payment by way of deduction, set off or counterclaim in respect of any claim for damages or for compensation which the Lessee might at any time have against the Lessor.

**31 Rules**

If the premises form part of a building the Lessor may from time to time promulgate Rules relating to that building not inconsistent with the rights of the Lessee under this lease relating (inter alia) to

- (a) the use, safety, care and cleanliness of that building
- (b) the closure of that building outside all normal business hours; and
- (c) the external appearance of that building

And upon the Lessor giving to the Lessee written notice thereof such Rules shall bind the Lessee as if they were set out in this lease and were the subject of an express covenant herein by the Lessee to observe them.

**32 Option of Renewal**

(a) If not more than six months or not less than three months prior to the expiration of the term of this lease (in which respect time shall be of the essence) the Lessee notifies the Lessor in writing that the Lessee wishes to take a renewal of this lease for further period set out in Item 5 of this Lease from that expiration, and if at that expiration the Lessee is not in default under this lease (or is in default but the default has been waived by the Lessor), the Lessor will at the cost of the Lessee grant to the Lessee and the Lessee will take a further lease of the premises for that further period upon the same terms and conditions (except as stated in this clause) as are contained in this lease except this renewal clause.

(b) The initial base rent (inclusive of any GST) payable under such further lease shall be:

(i) the fixed amount or percentage set out in Item 5 of this Lease.

**OR**

(ii) the base rent payable immediately prior to the expiration of the term of this lease multiplied by the Consumer Price Index (Sydney - all groups) number for the last quarter before that expiration divided by that index number for the same quarter in the previous calendar year.

**OR**

(iii) the current market rent at that expiration, and if the Lessor and the Lessee do not agree as to that current market rent it is to be determined by a person appointed by agreement between the Lessor and the Lessee or, failing agreement, appointed by the President of the NSW Division of the Australian Property Institute. Such person shall be acting as an expert and not as an arbitrator, and the costs of the determination shall be paid as to one half by the Lessor and as to one half by the Lessee.

(c) The base rent for the second year at the term of such further lease shall be the base rent for the first year of that term multiplied by the Consumer Price Index (Sydney - all groups) number for the last quarter before the expiration of that first year divided by that index number for the same quarter in the previous calendar year.

(d) If none of clause 32 (b)(i), clause 32 (b) (ii) or clause 32 (b) (iii) are deleted or a method of renewal selected in Item 5, then clause 32 (b) (ii) has effect and clauses 32 (b) (i) and 32 (b) (iii) do not form part of this lease.

**33 GST**

(a) All monies (including base rent and further rent) payable by the Lessee under or in relation to this lease are inclusive of any Goods and Service Tax.

(b) In addition to those monies the Lessee will pay to the Lessor (as and when those monies fall due for payment or are paid) the amount to the GST which the Lessor is or will become liable to pay in respect of any taxable supply made by the Lessor under or in relation to this lease.

**34 Conversion to Strata Title**

It is agreed between the Lessor and the Lessee that should the Lessor during the term of this Lease propose to register a Strata Plan in respect of the whole or any part of the building in which the Premises are situated, the Lessee will consent to such registration if requested by the Lessor and furnish such consent in writing to give effect to such registration with the relevant authority or authorities. Upon registration of the strata plan the Lessor and Lessee will comply with the relevant legislation relating to the registration of the Strata Plan including by-laws except in so far as they are inconsistent with the terms of this Lease.

## SPECIAL CONDITIONS

For special conditions please use attachment "Annexure to Lease"



**Signed by the Lessor**

in the presence of: Hassan. Habeeb.  
Name of Witness

[Signature]  
Signature of Witness

[Signature]  
Signature of Lessor

Executed on behalf of \_\_\_\_\_  
ABN \_\_\_\_\_ pursuant to Section 127 of the Corporations Act 2001:

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Name of Secretary/Director

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Secretary/Director

**OR**

The Common Seal of \_\_\_\_\_  
was hereunto duly affixed \_\_\_\_\_ in the presence of \_\_\_\_\_

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Signature of Director

**Signed by the Lessee**

in the presence of: \_\_\_\_\_  
Name of Witness

[Signature]  
Signature of Witness

[Signature]  
Signature of Lessee

Executed on behalf of \_\_\_\_\_  
ABN \_\_\_\_\_ pursuant to Section 127 of the Corporations Act 2001:

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Name of Secretary/Director

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Secretary/Director

**OR**

The Common Seal of \_\_\_\_\_  
was hereunto duly affixed \_\_\_\_\_ in the presence of \_\_\_\_\_

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Signature of Director

**Signed by the Guarantor** No Guarantor.

in the presence of: \_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Guarantor

**Provisional Driver Licence**

New South Wales, Australia

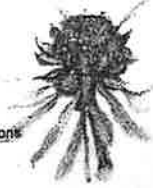
**Abdullah Mehdi Kamel AL-ZIYARA**

Card Number  
**2 043 530 556**

**20 BEAUMONT ST  
AUBURN NSW 2144**

Licence No.  
**22133161**  
Licence Class  
**C P2**

Conditions  
**Y**



Date of Birth  
**19 DEC 1999**

Expiry Date  
**16 OCT 2021**

Suitable for small office buildings, factories and shop premises which are not the subject of the *Retail Leases Act 1994* where the term of the lease (including the period of any option) does not exceed three years.

This Lease is made in duplicate on 16th / November / 2017  
at Burwood in the State of New South Wales.

**PARTIES**

Between <u>PETLEN PTY LIMITED 67108876286</u>	Landlord
(Name, address and ABN)	
<u>c/- SHOP 4, 78 - 82 BURWOOD ROAD, BURWOOD NSW 2134</u>	
whose agent is <u>ZOOM HIBBLE REAL ESTATE PTY LIMITED</u>	ABN <u>72 002 451 041</u> Agent
(Name, business address and ABN)	
<u>c/- SHOP 4, 78 - 82 BURWOOD ROAD, BURWOOD NSW 2134</u>	
and <u>HUE THI NGUYEN</u>	Tenant
(Name, business address and ABN)	
<u>C/- 81 AUBURN ROAD, BIRRONG NSW 2143</u>	
	Guarantor
(Name, business address and ABN)	

**GST REGISTRATION**

The Landlord is registered for GST.  Yes  No

The Tenant is registered for GST.  Yes  No

**PREMISES**

The Landlord leases the premises known as 81 AUBURN ROAD, BIRRONG NSW 2143 (the Premises) including all fixtures listed in the inventory which is signed by all parties and attached as part of this lease.

**PERMITTED USE**

The Premises shall be used only as SHOP

**RENT**

Except as otherwise provided the rent shall be \$ 3,050.00 (incl GST)

per MONTH commencing on 17 / 11 / 17

and payable in advance by the Tenant on the FRIDAY day of every MONTH

to the Landlord/Agent at the above address or at any other reasonable place as the Landlord / Agent notifies in writing.

**TERM**

The term of the lease shall be TWO (2) YEARS - 3% Annual increases on Anniversary of lease

commencing on 17 / 11 / 2017 and ending on 16 / 11 / 2019

**OPTION**

Subject to Clause 29 of this lease the Landlord/Agent offers a renewal of this lease for a further term of NIL years.

**HOLDING OVER**

Unless either party gives the other written notice of termination in accordance with Clause 30a, the lease shall continue as a periodic lease from month to month at the same rent or at a rent to which both parties agree.

**OUTGOINGS (tick applicable box)**

The Tenant's percentage of outgoings to be paid in accordance with Clause 17a is 50% Water Only %

**OR**

The Tenant's percentage of any increases in outgoings to be paid in accordance with Clause 17b is N/A %

**BASE YEARS**

Municipal Rates: Nil

Water and Sewerage Rates: 50%

Land Tax: Nil

**INSURANCE**

The amount of cover for public liability referred to in Clause 15e is \$ 20,000,000.00

**CONDITIONS**

The parties agree to the conditions set out above and on the following pages and also to those conditions implied by Sections 84 and 85 of the *Conveyancing Act 1919*, which are not expressly negated or modified by this lease.

**NOTE** It is advisable for the Tenant to insure the Tenant's own property

**THE LANDLORD AGREES****Possession**

1. To give possession of the Premises to the Tenant on the day on which the term of the lease commences.

**Condition of Premises**

2. To ensure that the Premises are in a reasonably fit condition for use at the commencement of the lease.

**Security**

3. To ensure that the external doors and windows contain locks and catches in working order at the commencement of the lease.

**Insurance**

4. To insure the Premises against damage arising from fire, lightning and explosion and other hazards (including earthquake, storm and tempest, water damage, impact, aircraft, riots/civil commotions and malicious damage).

**Use of Premises**

5. To allow the Tenant to use and occupy the Premises without unreasonable interference by the Landlord or their Agent.

**Rates and Taxes**

6. To pay council, water and sewerage rates, land tax and other levies promptly.

**Lease Copy**

7. To provide the Tenant within one (1) month after:
  - a notice of mortgage consent, if required;
  - b execution of the lease; and
  - c stamping, if applicablewith a copy of the lease.

**Tax Receipts and Tax Invoices**

8. To issue rent receipts and tax invoices (where applicable) showing the Tenant's name, the address of the Premises, the ABN of the parties, the amount received, the date of payment and the period for which the payment was made, and other such requirements as determined by the Australian Taxation Office.

**THE TENANT AGREES****Rent**

9. To pay the rent promptly and in advance and in the manner that the Landlord may direct from time to time.

**Consents**

10. To obtain at their own expense all necessary consents that may be required from local government or other authorities to carry on their proposed business at the Premises (being the use and/or fit-out for which the Premises are leased).

**Charges**

11. To pay all charges for gas, electricity and telephone and any water usage, garbage or sanitary rates or charges, relating to the Tenant's use of the Premises.

**Care of Premises**

12. To take care of the Premises and to keep them in a clean condition, and in particular:
  - a To make no alterations or additions to the Premises, including the erection of any sign or antenna, without the prior written consent of the Landlord.
  - b To do no decorating that involves marking, defacing or painting any part of the Premises, without the prior written consent of the Landlord.
  - c To put nothing down any sink, toilet or drain likely to cause obstruction or damage.
  - d To keep no animals or birds on the Premises, without the prior written consent of the Landlord.
  - e To ensure that rubbish is not accumulated on the Premises and to cause all trade refuse to be removed regularly and in a manner acceptable to the Landlord.
  - f To ensure that nothing is done that might prejudice any insurance policy which the Landlord has in relation to the Premises.
  - g To notify the Landlord promptly of any loss, damage or defect in the Premises.
  - h To notify the Landlord promptly of any infectious disease, or the presence of rats, cockroaches or similar pests.

**Permitted Use and Occupation**

13.
  - a To use the Premises for the purpose stated on the front page of this lease and not for any other purpose.
  - b Not to sleep or permit anyone to sleep on the Premises unless the Premises or a portion of the Premises is zoned for residential use.

**Rules and Regulations**

14. To ensure that the Tenant, the Tenant's employees, licensees and agents observe, obey and perform the rules and regulations forming part of this lease and such further rules and regulations as the Landlord may from time to time make and communicate to the Tenant (not being inconsistent with this lease) for the safety, care and cleanliness of the Premises and of the building.

## Insurance

15. a To do nothing in the building or keep anything therein that would increase the insurance premium payable by the Landlord on the building except with the prior written consent of the Landlord.
- b To do nothing which would make any insurance policy void.
- c To insure all external fixed glass and window frames for which the Tenant is responsible.
- d To pay any insurance premiums payable by the Landlord increased as a result of the Tenant's actions.
- e To insure for public risk covering liability in respect of bodily injury, property damage, product liability and contractual liability arising from the occupation and use of the Premises by the Tenant for the minimum amount as noted on the front page of the lease.

## Indemnity

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

## Outgoings *[Cross out the sub-clause below that is not applicable and ensure that both parties initial the change]*

17. a To reimburse the Landlord immediately, when requested, for the Tenant's percentage of outgoings noted on the front page of this lease for all local government rates, water, garbage and sewerage rates, land tax, insurance premiums, waste disposal costs, car park levies and such other outgoings relating to the property. Land tax shall be calculated on the basis that the land on which the building is situated was the only land owned by the Landlord.

### OR

17. b To reimburse the Landlord immediately, when requested, for the agreed percentage of all increases in local government rates, water, garbage and sewerage rates, land tax, insurance premiums, waste disposal costs, car park levies immediately preceding the commencement of the lease. Land tax shall be calculated on the basis that the land on which the building is situated was the only land owned by the Landlord.

## BOTH PARTIES AGREE THAT

### Unforeseen Event

18. If something happens to the Premises so that the whole or a substantial part can no longer be occupied and the parties are in no way responsible, then either party shall have the right to terminate the lease on the giving of seven (7) days notice in writing.

### Inspections

19. The Landlord or Agent shall inspect the Premises at the commencement of the lease and on its termination and take note of the condition of the Premises including the state of cleanliness, state of repair and working order of appliances.

### Repairs

20. a The Tenant shall have repaired in a proper manner any damage to the Premises resulting from neglect or a deliberate or careless act or a breach of any condition of the lease by the Tenant or any person on the Premises with their consent.
- b Except as in Clause 20a, the Landlord shall carry out without delay all reasonable repairs necessary for the Tenant's ordinary use and occupation of the Premises, having regard to the condition of the Premises at the commencement of the lease and having regard for fair wear and tear.

### Access

21. a The Landlord shall respect the Tenant's right to privacy.
- b The Tenant shall allow access to the Landlord or Agent:
  - i when it is reasonable that they or either of them should view the condition of the Premises or to carry out repairs, or
  - ii to erect 'to let' signs and to show the Premises to prospective tenants after notice terminating the lease has been given, or
  - iii to erect 'for sale' signs and to show the Premises to prospective purchasers, after the Landlord has given reasonable notice to the Tenant of their intention to sell.
- c The Landlord shall give the Tenant reasonable notice of the time and date for such access. As far as possible it shall be convenient for both parties.
- d The Landlord or Agent may have access to the Premises at any time on reasonable notice to the Tenant or without notice in the case of an emergency or to carry out urgent repairs.

### Costs

22. a The Tenant shall pay their own legal costs and the reasonable legal costs of the Landlord in relation to the preparation of this lease.
- b The Tenant shall pay the stamp duty and registration fees (if any) payable in connection with this lease.
- c The Landlord shall provide the Tenant with a copy of any account presented to the Landlord in respect of any costs referred to in Clause 22a.

### GST

23. Any amounts, including rent and outgoings, referred to in this lease which are payable by the Tenant to the Landlord, or on behalf of the Landlord, under this lease, are expressed inclusive of the Goods and Services Tax ("GST"), (if any), at the rate of 10% (the current rate). If the current rate is increased or decreased, the parties agree that any amounts referred to in this lease will be varied accordingly.

### Statutes

24. Each party shall observe as applicable to themselves all relevant statutes, statutory regulations and by-laws relating to health, safety, noise and other standards with respect to the Premises.

### Notices

25. Any written notice required or authorised by the lease:
- Shall be served on the Tenant personally, or by pre-paid post or facsimile transmission to the Premises or by being left there in the post box, if any, at the Premises.
  - Shall be served on the Landlord or Agent personally or by pre-paid post or by facsimile transmission to their address as shown in the lease or as notified in writing or by being left in the post box, if any, at that address.
  - Shall be deemed to be served on the second business day after posting where it has been sent by pre-paid post.
  - May take effect on any day of the month if it relates to the termination of a periodic lease provided it gives the required length of notice.

### Mitigation

26. Where there has been a breach of any of the conditions of the lease by either party, the other party shall take all reasonable steps to minimise any resultant loss or damage.

### Disputes

27. In any dispute or proceedings between the parties, both parties shall act reasonably and without delay and make all admissions necessary to enable the real issues to be decided.

### Notice

28. a After a notice terminating the lease or demanding immediate possession has been given, any acceptance of or demand for rent or money by the Landlord shall not of itself be evidence of a new lease with the Tenant nor alter the legal effect of the notice.
- b Where the Tenant unlawfully remains in possession after the termination of the lease, the Landlord shall be entitled, in addition to any other claim, to payments equal to the rent as compensation for the Tenant's use and occupation of the Premises.

### Renewal

29. a The Tenant shall give to the Landlord or the Agent not more than six (6) months and not less than three (3) months prior to the expiration of the term granted in this lease notice in writing if the Tenant wishes to take a renewal of the lease for the further term offered. Provided the Tenant has duly and punctually paid the rent and shall have duly performed and observed on the Tenant's part all the conditions and agreements contained in this lease up to the expiration of the term granted, then the Landlord will at the cost of the Tenant grant the Tenant the further term at a rent which would at such time be current market rental of the Premises.
- b If any dispute between the Landlord and the Tenant arises as to the current market rent then it shall be determined by the President of the Real Estate Institute of New South Wales or his/her appointee. The rent in the future term is not to be less than the market rent payable in the previous term just prior to the expiration of this lease and the lease shall be subject to all other conditions as are contained in this lease with the exception of the Option Condition. The costs of such rental determination shall be borne in equal shares by the parties unless otherwise agreed.

### Termination

30. a Upon the expiry of the lease term or where the lease has become a periodic lease from Month to Month, either party may terminate it by giving one (1) Month's written notice to the other party.
- b The Landlord shall have the right to re-enter the Premises peacefully or to continue the lease as a periodic lease from week to week:
- where the Tenant has failed to pay rent for a period in excess of fourteen (14) days, whether formally demanded or not;
  - where the Tenant has seriously or persistently breached any of the conditions of the lease; or
  - upon the Tenant and/or Guarantor being declared bankrupt or insolvent according to the law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in force for the relief of bankrupts or insolvents. (Section 85 (1) (d) of the *Conveyancing Act 1919*, as amended, is hereby varied accordingly.)
- c If the Landlord intends to exercise their right to continue to lease as a periodic lease from week to week, they shall serve the Tenant with a written notice stating the reason and informing the Tenant of the variation to the lease. Upon serving of the notice, the lease shall continue with all its conditions, except for the term and holding over conditions, as a periodic lease from week to week which may be terminated by seven (7) days written notice from either party.
- d The Landlord shall have the right to re-enter the Premises without giving notice if there are reasonable grounds to believe the Premises have been abandoned.
- e The Tenant shall have the right to terminate the lease if the Landlord has seriously or persistently breached any of its conditions. The Tenant shall give the Landlord written notice of a reasonable period, of no less than fourteen (14) days indicating at the same time the nature of the breach.
- f Any action by the Landlord or the Tenant in accordance with Clause 30 b., c., d. or e., shall not affect any claim for damages in respect of a breach of a condition of the lease.
- g Upon termination or expiry of the lease the Tenant must remove their own fixtures and shall remove their signs provided that any damage or defacement occasioned to any part of the Premises in the course of such removal shall be remedied by the Tenant immediately or, if they fail to do so, by the Landlord and at the Tenant's expense.
- h Upon the termination or expiry of the lease for any reason the Tenant shall promptly and peacefully give the Landlord vacant possession of the Premises in the condition and state of repair required by clauses 12 and 20 a. of the lease and shall, at the same time, hand over all keys.

### Parting With Possession

31. a The Tenant shall not assign or sub-let or part with possession of the Premises or any part thereof except with the written consent of the Landlord.
- b The Landlord shall not withhold consent unreasonably, provided that the Tenant gives the Landlord fourteen days notice and the Tenant pays any reasonable expenses involved in the Landlord giving consent.

### Cleaning

32. a The Landlord will employ the caretaker or any other person or persons the Landlord may think fit to clean all or any of the offices or rooms in the building of which the Premises form part.
- b The Tenant will from time to time pay to the Landlord the sums demanded by the Landlord for cleaning the Premises and such sums shall be added to the rent and be paid at the same time and in the same manner as the rent and be recovered in the same manner as the rent is recoverable.
- c The Landlord shall not be responsible to the Tenant for any loss of property from the Premises however occurring or for any damage done to the furniture or other effects of any Tenant by the caretaker or any employees of the Landlord or by any other person or persons whomsoever.

### Strata Title Conversion

33. The Landlord may register a strata plan insofar as the same relates to the building or any part of it. The Landlord will if required by law request the consent of the Tenant to the registration of the strata plan such consent must not be unreasonably withheld by the Tenant and if requested the Tenant will provide their written consent to the strata plan to the Department of Lands or any other government authority. After registration of the strata plan the Tenant will comply with any by-laws which are not inconsistent with the terms of this lease.

### Interpretation

34. a 'Agent' in context with 'Landlord' includes the Landlord's estate agent or managing agent and any other person authorised to act on behalf of the Landlord.
- b 'Landlord' includes the heirs, executors, administrators and assigns of the Landlord, and where the context permits includes the Landlord's Agent.
- c 'Tenant' includes the executors, administrators and permitted assigns of the Tenant.
- d 'Fixtures' includes fittings, furniture, furnishings, appliances, plant, machinery and equipment.
- e 'Month' means calendar month.
- f 'Term' means the term of this lease.
- g Where the context permits, words expressed in the singular include the plural and vice versa and words referring to a person include a company.
- h Where two or more Tenants or Landlords are parties, the terms and conditions of the lease shall bind them jointly and severally.
- i When this lease is signed by both parties and witnessed, it shall operate as a deed at law from that time.
- j Headings in bold have been inserted to assist the parties but they do not form a legal part of the lease.

### Guarantor's Liability

35. In consideration of the Landlord leasing the Premises to the Tenant in accordance with this lease, the Guarantors for themselves and each of them and each of their executors and administrators unconditionally agree that they and each of them will be (with the Tenant) jointly and severally liable to the Landlord for the payment of the rent and all other monies payable by the Tenant, and also for the due performance and observance of all the terms and conditions on the part of the Tenant contained or implied. AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the Landlord may grant to the Tenant any time or indulgence and may compound or compromise or release the Tenant without realising or affecting the liability of the Guarantors.

**SPECIAL CONDITIONS**

Special conditions forming part of this lease are to be signed by both parties and attached.

**RULES AND REGULATIONS**

1. No sign, advertisement or notice shall be inscribed or painted or affixed on any part of the outside or the inside of the Premises except of such colour, size and style and in such place upon or in the building as are approved in writing by the Landlord. Upon request by the Tenant, interior signs on glass doors and on the directory tablets will be provided for the Tenant and at the Tenant's expense by the Landlord.
2. The Tenant shall not obstruct the entrance passages, halls, staircases, or fire escapes of the Premises or use them or any part of them for any purpose other than for going in and out of the Premises.
3. The Tenant will not obstruct or interfere with the rights of other Tenants or in any way injure or annoy them or conflict with the regulations of any public authority or with the terms of any insurance policy upon the building or its contents.
4. The Tenant shall not install or position any heavy equipment or article without first obtaining the written consent of the Landlord, such consent may prescribe the maximum weight and the position in which such heavy equipment or article may be placed or secured; the Tenant shall make good at the Tenant's expense all damage caused to the building or any part of it by the introduction, installation, presence or removal of any heavy equipment or article of which the Tenant has ownership, custody or control. Before any safe or heavy article is moved into the building due notice must be given to the Landlord and the moving of it in and about the building shall only be done under the supervision of the Landlord or Agent.
5. In the event of any emergency or other eventuality whereby the toilets or washrooms on any floor are not available for use the Landlord may temporarily withdraw the right of exclusive use of all or any of the toilet or washroom areas and services not affected so as to ensure availability of these facilities to all occupants of the building, and no rental adjustment will be made during such temporary arrangements.
6. In carrying goods or furniture in the lifts priority shall at all times be given to passenger traffic.
7. All doors and windows of the Premises shall be securely fastened on all occasions when the Premises are left unoccupied. The Landlord reserves the right for the Landlord's Agents, employees, servants and workmen to enter and fasten them if they are left unfastened or insecurely fastened.

**PLEASE READ THIS LEASE THROUGH CAREFULLY BEFORE AND AFTER SIGNATURE**

We hereby enter into this lease and agree to all its conditions.

**SIGNED BY THE LANDLORD**

in the presence of: \_\_\_\_\_

\_\_\_\_\_ Name of Witness \_\_\_\_\_ Signature of Landlord

\_\_\_\_\_ Signature of Witness \_\_\_\_\_

**SIGNED BY THE TENANT**

in the presence of: \_\_\_\_\_

\_\_\_\_\_ Name of Witness \_\_\_\_\_ Signature of Tenant

\_\_\_\_\_ Signature of Witness \_\_\_\_\_

**SIGNED BY THE GUARANTOR**

in the presence of: \_\_\_\_\_

\_\_\_\_\_ Name of Witness \_\_\_\_\_ Signature of Guarantor

\_\_\_\_\_ Signature of Witness \_\_\_\_\_

<p><b>THE COMMON SEAL of</b></p> <p>was hereunto affixed by the authority of the the Board of Directors and in the presence of:</p> <p>_____ Secretary</p>	<p><b>THE COMMON SEAL of</b></p> <p>was hereunto affixed by the authority of the the Board of Directors and in the presence of:</p> <p>_____ Secretary</p>	<p><b>THE COMMON SEAL of</b></p> <p>was hereunto affixed by the authority of the the Board of Directors and in the presence of:</p> <p>_____ Secretary</p>
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**FORM OF SURRENDER OF LEASE**

In consideration of \$ \_\_\_\_\_ (the receipt of which is hereby acknowledged), I \_\_\_\_\_ surrender and convey to the Landlord the lease to the intent that the residue of the term of the lease term shall merge in the reversion and be extinguished contemporaneously with the execution of this agreement.

Signed \_\_\_\_\_ Date / /

Witnessed \_\_\_\_\_ Date / /





Zoom Real Estate BURWOOD  
Shop 4/78-82 Burwood Road  
BURWOOD NSW 2134  
PO Box 123  
BURWOOD NSW 1805  
PH: 02 9715 1188  
FAX: 02 9715 2011  
WEBSITE: WWW.ZOOMRE.COM.AU

Zoom Hibble Real Estate Pty Ltd  
ABN: 72 002 451 041

11<sup>th</sup> December, 2017

HUE THI NGUYEN  
81 AUBURN ROAD  
BIRRONG NSW 2143

Dear William

**RE: 81 AUBURN ROAD, BIRRONG NSW 2143**

We note that your rent will be increase from 17<sup>th</sup> December, 2017. .

After consultation with the owner it is felt that a fair rental for the property in today's market is \$3,200.00 per month.

We ask that this amount be paid as your next rental payment effective immediately.

Yours faithfully  
**ZOOM HIBBLE REAL ESTATE PTY LIMITED**



**SPIRO MAVRIDIS**  
Director Property Service

PETL/cs

TENANT TRUST LEDGER REPORT

Reported Period(s): Complete History

1 records selected - All Tenants  
 For All Managers

Tenant Account	Date	Ref.	Paid	Op	Acct.	Description	Rent	Amt. Due	Due To	Paid From	To	Inhand	Amount excl
NGUY/AUB HUE THI NGUYEN													
81 AUBURN ROAD, BIRRONG NSW 2143													
04/12/17	00553240		3050.00	CS	101	Rent Plus 0.00 GST	3050.00 M1	3050.00	17/12/17	17/11/17	17/12/17	0.00	3050.00
11/12/17			0.00	CS		Direct Deposit - 01/12/17 Rent Rent OLD:3050.00/M1 NEW: 3200.00/M1 increase due							
29/12/17	00554843		3200.00	CS	101	Rent Plus 0.00 GST	3200.00 M1	3200.00	17/01/18	17/12/17	17/01/18	0.00	3200.00
23/01/18	00556523		3200.00	CS	101	Direct Deposit - 27/12/17 Rent Plus 0.00 GST	3200.00 M1	3200.00	17/02/18	17/01/18	17/02/18	0.00	3200.00
20/02/18	00558508		3050.00	CS	101	Direct Deposit - 22/01/18 Rent Plus 0.00 GST	3200.00 M1	3200.00	17/03/18	17/02/18	17/02/18	3050.00	3050.00
01/03/18	00559093		150.00	CS	101	Direct Deposit - 20/02/18 Rent Plus 0.00 GST	3200.00 M1	150.00	17/03/18	17/02/18	17/03/18	0.00	150.00
08/03/18			0.00	CS		Direct Deposit - 28/02/18 Rent Rent variation: \$3296.00/M1 from 17/11/18							
19/03/18	00560276		3200.00	CS	101	Rent Plus 0.00 GST	3200.00 M1	3200.00	17/04/18	17/03/18	17/04/18	0.00	3200.00
23/03/18			0.00	AM		Direct Deposit - 16/03/18 General Letter Sent HUE THI NGUYEN RENT INCREASE. DAVID SIGNS 09.02.10.DOCX							
20/04/18	00562528		3200.00	TB	101	Rent Plus 0.00 GST	3200.00 M1	3200.00	17/05/18	17/04/18	17/05/18	0.00	3200.00
22/05/18	00564633		3200.00	CM	101	Direct Deposit - HUE THI NGUYEN - 20/04/18 Rent Plus 0.00 GST	3200.00 M1	3200.00	17/06/18	17/05/18	17/06/18	0.00	3200.00
20/06/18	00566576		3200.00	CS	101	Direct Deposit - HUE THI NGUYEN - 22/05/18 Rent Plus 0.00 GST	3200.00 M1	3200.00	17/07/18	17/06/18	17/07/18	0.00	3200.00
20/07/18	00568725		3200.00	CS	101	Direct Deposit - HUE THI NGUYEN - 19/06/18 Rent Plus 0.00 GST	3200.00 M1	3200.00	17/08/18	17/07/18	17/08/18	0.00	3200.00
22/08/18	00570885		3200.00	CS	101	Direct Deposit - HUE THI NGUYEN - 19/07/18 Rent Plus 0.00 GST	3200.00 M1	3200.00	17/09/18	17/08/18	17/09/18	0.00	3200.00
20/09/18	00572947		3200.00	CS	101	Direct Deposit - HUE THI NGUYEN - 21/08/18 Rent Plus 0.00 GST	3200.00 M1	3200.00	17/10/18	17/09/18	17/10/18	0.00	3200.00
22/10/18	00575035		3200.00	CS	101	Direct Deposit - HUE THI NGUYEN - 19/09/18 Rent Plus 0.00 GST	3200.00 M1	3200.00	17/11/18	17/10/18	17/11/18	0.00	3200.00
21/11/18	00577163		3200.00	CS	101	Direct Deposit - HUE THI NGUYEN - 19/10/18 Rent Plus 0.00 GST	3296.00 M1	3296.00	17/12/18	17/11/18	17/11/18	3200.00	3200.00
28/11/18	00577606		96.00	CS	101	Direct Deposit - HUE THI NGUYEN - 20/11/18 Rent Plus 0.00 GST	3296.00 M1	96.00	17/12/18	17/11/18	17/12/18	0.00	96.00
21/12/18	00579234		3296.00	CS	101	Direct Deposit - HUE THI NGUYEN - 27/11/18 Rent Plus 0.00 GST	3296.00 M1	3296.00	17/01/19	17/12/18	17/01/19	0.00	3296.00
22/01/19	00581217		3296.00	CS	101	Direct Deposit - HUE THI NGUYEN - 20/12/18 Rent Plus 0.00 GST	3296.00 M1	3296.00	17/02/19	17/01/19	17/02/19	0.00	3296.00
20/02/19	00583178		3296.00	CS	101	Direct Deposit - HUE THI NGUYEN - 21/01/19 Rent Plus 0.00 GST	3296.00 M1	3296.00	17/03/19	17/02/19	17/03/19	0.00	3296.00
20/03/19	00585197		3296.00	CS	101	Direct Deposit - HUE THI NGUYEN - 19/02/19 Rent Plus 0.00 GST	3296.00 M1	3296.00	17/04/19	17/03/19	17/04/19	0.00	3296.00
23/04/19	00587419		3296.00	CS	101	Direct Deposit - HUE THI NGUYEN - 19/03/19 Rent Plus 0.00 GST	3296.00 M1	3296.00	17/05/19	17/04/19	17/05/19	0.00	3296.00
20/05/19	00589430		3296.00	MF	101	Direct Deposit - HUE THI NGUYEN - 18/04/19 Rent Plus 0.00 GST	3296.00 M1	3296.00	17/06/19	17/05/19	17/06/19	0.00	3296.00
19/06/19	00591479		3296.00	CS	101	Direct Deposit - HUE THI NGUYEN - 20/05/19 Rent Plus 0.00 GST	3296.00 M1	3296.00	17/07/19	17/06/19	17/07/19	0.00	3296.00
Direct Deposit - HUE THI NGUYEN - 18/06/19													
Total Rent												64618.00	
Plus GST on total rent 0.00													

**TENANT STATUS REPORT**  
 10/07/19

Manager: Carmen Smith (CS)

HUE THI NGUYEN  
 81 AUBURN ROAD  
 BIRRONG NSW 2143

Phone (H)  
 (W) 9738 9288  
 (M) 0451 518 451  
 (F)

Last payment 3296.00 Last payment date 19/06/19

	Amount	Paid from	Paid to	Credit	Effective paid to date	Arrears
Rent	3296.00	M1 17/07/19	17/07/19	0.00	17/07/19	0.00
GST free						
Total	3296.00					

Arrears Outstanding Rent increase Date Amount

Rent	0.00	0.00
------	------	------

	Total	Current	30 days	60 days	90+ days
Outstanding invoices	0.00	0.00	0.00	0.00	0.00
Tenant Invoice Credit	0.00				

Next inspection 20/11/18  
 Lease review  
 Lease expiry 16/11/19  
 Option date  
 Deposit held 0.00  
 Future invoice 0.00  
**Total Outstanding \$0.00**



# COMMERCIAL LEASE

**Note:** Suitable for small office buildings, industrial premises and shop premises which are not the subject of the *Retail Leases Act 1994* (NSW) where the term of the lease (including the period of any option) does not exceed 3 years and the Premises comprise Torrens title land.

This lease is made in duplicate on  / March / 2022  
at  in the State of New South Wales.

## PARTIES

Between SDT Constructions - Waleed Abdel Qader	Landlord
(Name, address, ABN and email address* (see note))	
whose agent is AQ Propeerties Pty Ltd	Agent
(Name, business address, ABN and email address* (see note))	
and Sadeq Al-ziyara, 12 Dixmude St, South Granville NSW 2142	Tenant
(Name, business address, ABN and email address* (see note))	
and Mehdei Al-ziyara	Guarantor
(Name, business address, ABN and email address* (see note))	

\* Note: By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

## GST REGISTRATION

The Landlord is registered for GST  Yes  No  
The Tenant is registered for GST  Yes  No

## PREMISES

The Landlord leases the premises known as  (address)  
 (title reference) (Premises)  
including all the Landlord's Property.

## PERMITTED USE

The Premises must only be used as  (Permitted Use).

## RENT

Except as otherwise provided the rent is  (excl. GST)  
per  with the first instalment equal to an amount of \$  commencing on   
and payable in advance by the Tenant on the  day of every   
to the Landlord or Agent in the form or manner as directed by the Landlord / Agent on or before the Commencing Date or as the Landlord / Agent notifies in writing to the Tenant from time to time.

## TERM

The term of this lease is   
commencing on  (Commencing Date) and ending on  (Terminating Date).

## SECURITY DEPOSIT / BANK GUARANTEE (tick applicable box)

The Security Deposit or Bank Guarantee is for an amount equal to   
and as referred to in clause  36 or  37 (as applicable)

## OPTION

Subject to clause 26 of this lease the Landlord offers a renewal of this lease for a further term of  years  
and  months.

## RENT REVIEW METHOD AND DATES

Refer to clause 27 of this lease.

## HOLDING OVER

If, following the Terminating Date, the Tenant remains in occupation of the Premises with the prior written consent of the Landlord, this lease will continue as a periodic lease from month to month at a rent determined in accordance with the rent review method specified in clause 27 or, if no rent review method is specified in clause 27, at a rent to which both parties agree. If no rent review method is specified in clause 27 and the parties are unable to agree on the rent, the rent will be determined in accordance with the rent review method in clause 27B.

**OUTGOINGS** Tick applicable box and specify percentage:

The Tenant's percentage of outgoing to be paid in accordance with Clause 13(i) is  %.

**OR**

The Tenant's percentage of any increases in outgoing to be paid in accordance with Clause 13(ii) is  %.

**INSURANCE**

The minimum amount of cover for public liability insurance referred to in clause 11(iv) at the Commencing Date is:

\$20,000,000

**OR**

\$  (specify other amount) (tick applicable amount)

**CONDITIONS**

The parties agree to the conditions set out above and on the following pages and also to those conditions implied by Sections 84 and 85 of the *Conveyancing Act 1919*, which are not expressly negated or modified by this lease.

**Note:** It is advisable for the Tenant to insure the Tenant's own property

**THE LANDLORD AGREES:**

**Security**

1. To ensure that the external doors and windows contain locks and/or catches that are in working order.

**Use of Premises**

2. To allow the Tenant to use and occupy the Premises without unreasonable interference by the Landlord or their Agent.

**Rates and Taxes**

3. Unless billed directly to the Tenant by a relevant authority, to pay council, water and sewerage rates, land tax and other levies promptly.

**Tax Invoices**

4. To issue tax invoices (where applicable) showing the Tenant's name, the address of the Premises, the ABN of the Landlord, the amount payable, the period to which the amount relates, and other such requirements as determined by the Australian Taxation Office from time to time in relation to a valid tax invoice.

**THE TENANT AGREES:**

**Rent**

5.
  - i To pay the rent on time by equal instalments in advance (and proportionately for any part of the instalment period) in the manner that the Landlord or Agent may direct from time to time. The Tenant must pay the rent without set-off, counterclaim, withholding or deduction.
  - ii To pay, on demand, interest at the rate of 8% per annum above the base lending rate from time to time of the Commonwealth Bank of Australia (or such other institution as the Landlord may reasonably nominate), compounding monthly on any money payable under this lease to the Landlord which is not received by the Landlord by the date required under this lease. Interest payable under this clause must be calculated from and including the date the outstanding payment was due to and including the date it is actually received by the Landlord.

**Consents**

6. To obtain, keep current and comply with at its own expense all necessary consents that may be required from local government or other authorities to carry on their proposed business at the Premises (being a business that falls within the Permitted Use).

**Charges**

7. To pay all charges for utilities, including without limitation gas, electricity, telecommunications, water usage and garbage or sanitary rates or charges (as applicable), relating to the Tenant's use and occupation of the Premises.

**Care and Security of Premises**

8. To take care of the Premises and to keep them in a clean and secure condition, and in particular:
  - i To make no alterations or additions to the Premises, including the erection of any sign or antenna or the installation of an air-conditioning unit, solar panels or any mechanical services, without the prior written consent of the Landlord.
  - ii Not to do any decorating that involves marking, defacing or painting any part of the Premises, without the prior written consent of the Landlord.
  - iii Not to put anything down any sink, toilet or drain likely to cause obstruction or damage.
  - iv Not to keep animals on the Premises, without the prior written consent of the Landlord.
  - v To notify the Landlord promptly of any infectious disease and take all necessary steps and actions to keep the Premises free of any pest, insect or vermin.
  - vi To ensure that rubbish is not accumulated on the Premises and to remove all trade refuse regularly and in a manner acceptable to the Landlord, and to sort and deposit any refuse that is suitable for recycling in the correct recycling receptacles (if any) provided in the Building and/or on the Premises.
  - vii To notify the Landlord promptly of any loss, damage, accident or defect in or on the Premises as soon as the Tenant becomes aware of the issue.
  - viii To keep the Premises clean and tidy at all times. Unless clause 32 applies, if the Tenant engages an independent cleaning contractor to clean the Premises, it must provide details of such contractor to the Landlord or the Agent as required by the Landlord and/or the Agent.
  - ix Secure the Premises when they are unoccupied and comply with the Landlord's directions or instructions from time to time in relation to the security, fire, safety or related requirements and procedures of the Building.

- x To undertake any works in relation to the Premises as required by legislation from time to time, at the Tenant's cost and subject to the Landlord's prior written approval of such works (not to be unreasonably withheld), including but not limited to works on any external door or window and associated catch or locking mechanism.
- xi Except to the extent required for the Permitted Use stated on the front page of this lease, not bring onto, store, use, manufacture, produce or release any inflammable substance or dangerous substance onto the Premises or the land on which the Premises are situated.
- xii Must not do anything in or around the Premises or Building that may cause annoyance, nuisance, danger, damage, disturbance or offence to the occupiers or owners of any nearby premises or to the Landlord.

#### Permitted Use and Occupation

- 9. i To use the Premises only for the Permitted Use and not for any other purpose.
- ii That it has independently satisfied itself that the Premises are suitable for the Permitted Use.
- iii Not to sleep or permit anyone to sleep on the Premises unless the Premises or a portion of the Premises is zoned for residential use and the Landlord has given prior written consent.

#### Rules and Regulations

- 10. To ensure that the Tenant and the Tenant's employees, licensees, contractors and agents comply with any rules, regulations and by-laws applicable to the Premises and the Building (if any). Such rules, regulations and by-laws may be created, amended, supplemented or replaced from time to time by the Landlord (and, if the Premises form part of a strata scheme, by the owners corporation). This lease prevails to the extent that any such rule, regulation or by-law (other than any rule, regulation or by-law of a strata scheme) is inconsistent with the Tenant's rights and obligations under this lease.

#### Insurance

- 11. i To arrange and keep current all insurances required by law, including but not limited to workers compensation insurance (as applicable) in relation to the Premises.
- ii To insure and keep insured all glass, windows and doors of the Premises for at least their full replacement value.
- iii To arrange and keep current insurances in relation to the Tenant's business, including the Tenant's property and stock in or on the Premises.
- iv To arrange and keep current public risk insurance covering liability in respect of personal injury, death, property damage, product liability and contractual liability arising from the occupation and/or use of the Premises by the Tenant for the minimum amount per occurrence as noted in this lease or such other reasonable amount notified by the Landlord to the Tenant from time to time.
- v To pay any additional insurance premiums payable by the Landlord as a result of the Tenant's acts or omissions.
- vi To ensure that all insurances effected under this clause are on terms and are provided by an insurer acceptable to the Landlord (acting reasonably) and which note the Landlord as an interested party.
- vii To do nothing in or to the Premises or the Building or keep anything in the Premises or the Building that would or is likely to increase an insurance premium payable on the Premises or the Building except with the prior written consent of the Landlord.
- viii To do nothing which is likely to prejudice, cancel or invalidate any insurance policy which the Tenant or the Landlord has in relation to the Premises or the Building and to promptly notify the Landlord of any circumstances which is likely to prejudice, cancel or invalidate any such insurance policy.

#### Risk and Indemnity

- 12. i To occupy and use the Premises at the Tenant's own risk.
- ii To indemnify, and to keep indemnified, the Landlord against any claim, demand, remedy, suit, injury, damage, loss, cost and liability in respect of:
  - a any non-payment or delayed payment of rent;
  - b the loss of or damage to part or the whole of the Premises or the Building (or both);
  - c any person for the loss of or damage to their personal property; and
  - d any person for personal injury or death,which occurs arising out of any breach or unlawful or negligent act or omission of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- iii In such circumstances the Tenant must meet all claims whether they are made directly against the Tenant or against the Landlord. Any resultant repairs to or works on the Premises or to any part of the Building must be carried out at the Tenant's cost by builders or contractors approved by the Landlord.
- iv To the full extent permitted by law, the Tenant releases the Landlord, its employees, officers, agents and contractors and the Agent from all actions, suits, claims, remedies and demands of any kind and from all liability which may arise in relation to or in connection with any loss, damage, liability, cost, expenses, injury or death in, near or with respect to the Building or the Premises except to the extent it is caused by the Landlord's unlawful or negligent act or omission.

#### Outgoings

- 13. i To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, amounts equal to the Tenant's percentage of outgoings noted in this lease of any and all outgoings and expenses relating to the Premises, the Building and/or the land on which the Building is situated including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and/or the land on which the Building is situated. Land tax must be calculated on the basis that the land on which the Building is situated was the only land owned by the Landlord.

#### OR

- ii To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, for the percentage noted in this lease of all increases in any and all outgoings and expenses relating to the Premises, the Building and/or the land on which the Building is situated including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and/or the land on which the Building is situated from the financial year that ended immediately before the

Commencing Date. Land tax must be calculated on the basis that the land on which the Building is situated was the only land owned by the Landlord.

#### AIR CONDITIONING

14. i If one or more air-conditioning units are installed in the Premises and exclusively services the Premises, the Tenant must ensure that they are regularly serviced and maintained (excluding repairs of a capital nature) at the Tenant's cost with a licensed contractor and, on request by the Landlord, the Tenant must supply the Landlord with a copy of service records and documentation (as applicable).
  - ii If the Landlord and Tenant agree that any air-conditioning unit that exclusively services the Premises is to be replaced, and the Premises form part of a strata scheme, the Tenant agrees that any proposed works (including removal of any existing air-conditioning unit) and specifications relating to the replacement air-conditioning unit must comply with relevant by-laws of the strata scheme, any applicable law or regulation and, where necessary, be approved by the owners corporation of such strata scheme.
  - iii The Landlord is responsible for any works of a capital nature relating to any air-conditioning unit that exclusively services the Premises, other than any such unit installed by or at the request of the Tenant or a predecessor in title of the Tenant.
15. The Landlord is under no obligation to remove, or carry out works not covered by clause 14iii in respect of, any air-conditioning unit installed in, or supplied to, the Premises and, if no air-conditioning unit exists at the Commencing Date, the Landlord is under no obligation to install any air-conditioning unit or other mechanical services.

#### BOTH PARTIES AGREE THAT:

##### Unforeseen Event

16. i This clause 16 applies if the whole or a substantial part of the Premises or the Building is destroyed or damaged so that the Premises are substantially unfit for use or are substantially inaccessible.
- ii If the Premises or the Building (as the case may be) cannot be or are not (or is not) reinstated within a reasonable time, then each of the Landlord and Tenant have the right to terminate this lease on giving at least 5 Business Days' written notice to the other.
- iii The Landlord will not be obligated to reinstate the Premises or the Building. However, for the period during which the Premises are substantially unfit for use or are substantially inaccessible, the rent and other money payable by the Tenant under this lease will abate in proportion with the reduction in usability or accessibility.
- iv Despite anything in this clause 16 to the contrary, the Tenant will not be entitled to terminate this lease under clause 16ii or to abatement under clause 16iii if the destruction or damage was caused or contributed to by the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees or if any insurance policy does not apply as a result of the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

##### Inspections and Condition of Premises

17. The Landlord or Agent must inspect the Premises at the Commencing Date and at the end of this lease and take note of the condition of the Premises including the state of cleanliness, state of repair and working order of appliances and services. The Tenant accepts the condition of the Premises as at the Commencing Date. Subject to any contrary provision in this lease, the Landlord is not under any obligation to carry out any repairs, maintenance, additions or alterations. The Tenant must, at its cost, provide to the Landlord or Agent a completed condition report relating to the Premises prior to the Commencing Date if required to do so by the Landlord or Agent.

##### Repairs and Maintenance

18. i The Tenant must keep the Premises and the Landlord's Property in good repair and condition, and must repair any damage to the Premises or the Landlord's Property caused or contributed to by the neglect, breach or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees. Any repair or maintenance must be carried out at the cost of the Tenant in a proper and workmanlike manner by suitably licensed and appropriately insured contractors. The Tenant must maintain and keep in good repair and condition in the Premises any fire equipment and essential services equipment that is required from time to time by any relevant authority.
- ii The Tenant must ensure that all necessary and required inspections relating to facilities in the Premises, including, but not limited to, air-conditioning systems, fire equipment, essential services equipment and lifts (as applicable), are undertaken at appropriate periodic intervals and that all associated certifications are issued. The Tenant must promptly provide to the Landlord a copy of any such certification.
- iii The Tenant must ensure that, at all times, the Tenant and the Tenant's employees, officers, agents, contractors and invitees comply with all laws, rules and regulations relating to the use or occupation of the Premises including all applicable work, health and safety legislation.
- iv The Tenant is not responsible for repairing fair wear and tear or for any repair, replacement or maintenance to the extent that it is necessary as a result of fire, storm water, lightning, storm, flood, explosion, riot, civil commotion or terrorism, but except to the extent that any fair wear and tear is caused by or such repair, replacement or maintenance is rendered necessary by any particular use of, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- v The Tenant is not required to carry out or contribute to any costs or expenses of any works of a capital or structural nature except to the extent that the works are rendered necessary by any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

##### Access

19. i The Landlord must respect the Tenant's right to privacy.
- ii The Tenant must allow access to the Landlord or Agent:
  - a when it is reasonable that they or either of them should view the condition of the Premises or to enable them to comply with any law or requirement of any relevant authority, or to carry out any work to the Premises or any adjacent property of the Landlord by contractors authorised by the Landlord or Agent; or
  - b to erect 'to let' signs and to show the Premises to prospective tenants, on reasonable notice to the Tenant; or
  - c to erect 'for sale' signs and to show the Premises to prospective purchasers, on reasonable notice to the Tenant.
- iii The Landlord must give the Tenant reasonable notice of the time and date for such access which is to be as convenient as possible for the parties.
- iv The Landlord or Agent may have access to the Premises at any time on reasonable notice to the Tenant or without notice in the case of an emergency or to carry out urgent repairs.

- v If normal trading hours apply to the Building, then the Tenant may not use the Premises outside such normal trading hours unless it complies, at the Tenant's cost, with the Landlord's requirements relating to security or use of facilities in the Building (if any). If required by the Landlord, the Tenant must pay the Landlord's costs in connection with the Tenant using the Premises outside the normal trading hours, including without limitation costs associated with any security or other personnel and costs associated with the use of facilities in the Building.

#### Costs, Disbursements and Expenses

- 20. i The Tenant must pay their own legal costs, disbursements and expenses and must pay the reasonable legal costs, disbursements and expenses of the Landlord in relation to the preparation, negotiation and execution of this lease.
- ii The Tenant must pay the stamp duty and registration fees (if any) payable in connection with this lease.
- iii The Tenant must pay all legal costs, disbursements and expenses of the Landlord in relation to any breach by the Tenant (including, without limit, in connection with any breaches set out in clause 28) and the exercise or proposed exercise of any right, power or remedy available to the Landlord.
- iv The Tenant must pay the Landlord's costs, disbursements and expenses reasonably incurred by the Landlord in connection with a request by the Tenant for the Landlord's consent under this lease whether such consent is granted or not.
- v By way of demand, the Landlord must provide the Tenant with a copy of any account presented to the Landlord in respect of any of the Landlord's costs, disbursements and expenses referred to in this clause (as may be applicable) and the Tenant must reimburse the Landlord such costs, disbursements and expenses within 14 days of the Tenant being provided with the Landlord's demand.

#### GST

- 21. In this clause 21, words or expressions which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as given in that Act. Except to the extent that this lease expresses them to be inclusive of GST, any amounts, including rent and outgoings, referred to in this lease which are payable by the Tenant to the Landlord, or on behalf of the Landlord, under this lease, are exclusive of GST. If GST is imposed on any supply made to the Tenant under or in accordance with this lease then, unless it is expressed to be inclusive of GST, the amount the Tenant must pay for that supply is increased by the amount of that GST. The Landlord must provide to the Tenant a valid tax invoice in respect of the supply. If the rate of GST is increased or decreased, the parties agree that any amounts referred to in this lease that are expressed to be inclusive of GST must be varied accordingly.

#### Compliance with laws

- 22. i Subject to clause 22ii, each party must observe, as applicable to itself, all relevant laws, regulations, by-laws and other standards with respect to the Premises. The Landlord will not be obligated to observe a requirement under any such laws, regulations, by-laws or other standards to the extent that it applies in whole or in part as a result of any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- ii The Tenant must ensure that it observes and complies with, at its cost, all relevant laws, regulations, notices, orders and requirements of any relevant authority, including all fire safety requirements applicable to the Premises. However, before complying with any such law, regulation, notice, order or requirement, the Tenant must obtain the Landlord's and/or the Agent's consent where such consent is required under this lease.

#### Notices

- 23. Any written notice required or authorised by this lease:

- i ~~Must be served on the Tenant personally, by pre-paid post to the Premises, by being left in the post box, if any, at the Premises or sent by email to the Tenant's email address stated in this lease or as otherwise notified in writing from time to time by the Tenant to the Landlord.~~
- ii ~~Must be served on the Landlord or Agent personally, by pre-paid post to their address as shown in this lease or as notified in writing from time to time to the Tenant, by being left in the post box, if any, at that address or by email to the email address of the Landlord or Agent stated in this lease or as otherwise notified in writing from time to time by the Landlord or the Agent or Landlord's solicitor.~~
- iii ~~Where it has been sent by pre-paid post, will be deemed to be served on the earlier of the day it is actually delivered or the 7th Business Day after posting.~~
- iv ~~Where it has been sent by email, will be deemed to be served as soon as it is sent, unless the sender receives an automated message indicating that there was an error in the transmission of the email.~~
- v ~~May take effect on any day of the month if it relates to the termination of a periodic lease provided it gives the required period of notice.~~

#### Mitigation

- 24. Where there has been a breach of any condition of this lease by a party, the other parties must take all reasonable steps to minimise any loss or damage which may be, or has been, incurred.

#### Disputes

- 25. In any dispute or proceedings between the parties, the parties must act reasonably and in good faith and without delay and make all admissions necessary to enable the real issues to be efficiently determined and resolved.

#### Renewal / Option

- 26. i The Tenant must give to the Landlord or the Agent notice in writing not more than 6 months and not less than 4 months prior to the expiration of the initial Term if the Tenant wishes to take a renewal of this lease for the further term stated on the front page of this lease (if any). Provided that the Tenant has given notice in accordance with this clause (time being of the essence), has duly and punctually paid the rent and has duly performed and observed on the Tenant's part all conditions and obligations contained in this lease up to the expiration of the initial Term, the Landlord will, at the cost of the Tenant, grant the Tenant the further term.
- ii The starting rent for a further term is to be determined in accordance with the Rent Review Method specified in clause 27 and subject to clauses 27(ii) and 27(iii). If no choice is selected, then the starting rent must be determined in accordance with a CPI Review as calculated under clause 27B and subject to clauses 27(ii) and 27(iii).
- iii A lease for any further term must be on the same terms as this lease (including any special conditions and variations to this lease which have become effective during the initial Term) except that the Commencing Date and Terminating Date must be replaced in accordance with the commencing date and terminating date of the further term, the rent from the commencing date of the further term must be the amount determined under clause 26(ii), the provisions relating to renewal / option (including this clause 26) are to be deleted in such a lease and the rent review methods and rent review dates for the further term must be as per the relevant methods and dates for any new lease as indicated in clause 27.



**Rent Review**

27. i Rent reviews must be conducted by the following methods (*tick the applicable rent review method*) on each of the following specified dates (*tick applicable box for review dates*) and if more than one method is selected then the greater amount must be the revised rent.
- ii The parties agree that if the rent is not determined by a Rent Review Date, the Tenant must continue to pay the rent payable immediately before the Rent Review Date until the new rent is determined, with the new rent to apply from the relevant Rent Review Date. The Tenant must account in favour of the Landlord for any difference in rent from the relevant Rent Review Date to the date the new rent is determined in the manner directed by the Landlord or the Agent.
- iii Despite any other provision in this lease, the rent from a Rent Review Date must not be less than the rent payable immediately prior to the relevant Rent Review Date.

 **27A Market Review**

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other:

- i If this option is selected, then, at least 30 days before the relevant Rent Review Date, the Landlord may notify the other in writing that the rent is to be varied to an amount representing the Current Market Rent for the Premises.
- ii If the Landlord and the Tenant do not agree as to the Current Market Rent then such rent must be determined by the President of the Real Estate Institute of New South Wales or his/her appointee. The costs of such rental determination must be borne in equal shares by the parties unless otherwise agreed between the parties.
- iii Despite clauses 27A(i) and 27A(ii), the Landlord and Tenant may agree to a rent representing the Current Market Rent after the relevant Rent Review Date.
- iv A rent agreed or determined under this clause must not be less than the rent payable immediately before the relevant Rent Review Date and must apply from the relevant Rent Review Date.

 **27B CPI Review**

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other:

If this option is selected or if, in relation to any date referred to in this clause 27 for which a review option may be selected (other than the commencing date of any periodic lease from month to month), no such selection is made, then on and from each relevant Rent Review Date, the revised rent payable under this lease must be determined in accordance with the following formula:

$$\$A = B \times C/D$$

- Where:
- A is the revised rent;
- B is the rent payable in the 12 month period immediately prior to the relevant Rent Review Date;
- C is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the relevant Rent Review Date; and
- D is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the date falling 12 months prior to the relevant Rent Review Date.

 **27C Fixed Percentage**

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other:

If this option is selected, then the rent on and from each relevant Rent Review Date is calculated as follows:

$$R2 = R1 + (R1 \times FP)$$

- Where:
- R2 is the rent payable on and from the relevant Rent Review Date;
- R1 is the rent payable immediately before the relevant Rent Review Date; and
- FP is the fixed percentage nominated for the Rent Review Date.

The fixed percentage (FP) is:

**27D Fixed Amount**

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other:

If this option is selected, then the rent on and from the relevant Rent Review Date is calculated as follows:

$$X2 = X1 + FA$$

Where: X2 is the rent payable on and from the relevant Rent Review Date;  
X1 is the rent payable immediately before the relevant Rent Review Date; and  
FA is the fixed amount nominated for the relevant Rent Review Date.

The fixed amount (FA) is:

**Termination**

28. i If this lease has become a periodic lease from month to month, the Landlord or Tenant may terminate it by giving 1 months' written notice to the other party.
- ii The Landlord will have the right to terminate this lease by written notice to the Tenant and re-enter the Premises or to continue this lease as a periodic lease from week to week:
- where the Landlord has given the Tenant a notice of breach and the Tenant has not remedied the breach within the period specified in the notice;
  - where the Tenant has failed to pay rent for a period in excess of 14 days, whether formally demanded or not;
  - where the Tenant has seriously or persistently breached any clause of this lease; or
  - to the extent permitted by law, upon the Tenant and/or Guarantor being declared bankrupt or insolvent according to the law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in force for the relief of bankrupts or insolvents. (Section 85 (1) (d) of the *Conveyancing Act 1919*, as amended, is hereby varied accordingly.)
- iii If the Landlord intends to exercise its right to continue this lease as a periodic lease from week to week, it must serve the Tenant with a written notice stating the reason and informing the Tenant of the variation to this lease. Upon service of the notice, this lease must continue with all its conditions, except for the Term and holding over conditions, as a periodic lease from week to week, which may be terminated by 7 days' written notice from the Landlord or Tenant.
- iv The Landlord will have the right to re-enter the Premises without giving notice if there are reasonable grounds to believe the Premises have been abandoned.
- v Any action by the Landlord or the Tenant in accordance with clauses 28(ii), 28(iii), 28(iv) or (vi), will not affect any claim for damages in respect of a breach of a term or condition of this lease.
- vi Upon termination or expiry of this lease, the Tenant must remove from the Premises all of the Tenant's Property, including removal and re-alteration of any additions and alterations made by the Tenant, except any item which the Landlord has notified the Tenant that it need not be removed. The Tenant must promptly make good any damage or defacement occasioned to any part of the Premises in the course of such removal and/or re-alteration, failing which the Landlord may, but is not obliged to, do any works as necessary to repair the damage or defacement and to restore and make good the Premises to a clean and tidy condition free from rubbish in accordance with this sub-clause and clause 28(vii), at the Tenant's expense.
- vii Upon the termination or expiry of this lease for any reason, the Tenant must promptly and peacefully give the Landlord vacant possession of the Premises in the condition it was in on the Commencing Date and in the state of repair required by this lease and must, at the same time, hand over all keys, security cards and passes for the Premises and/or the Building.

**Termination Notice by Landlord**

29. i If the Tenant receives from the Landlord or Agent a notice terminating this lease or a notice demanding immediate possession of the Premises in accordance with the terms of this lease, any acceptance of or demand for rent or money by the Landlord will not of itself be evidence of a new lease with the Tenant nor alter the legal effect of the notice.
- ii Where the Tenant unlawfully remains in possession after termination of this lease, the Landlord will be entitled, in addition to any other claim, to payments equal to the rent as compensation for the Tenant's use and/or occupation of the Premises.

**Redecoration**

30. Regardless of the condition of the Premises on the Commencing Date or fair wear and tear, the Tenant must redecorate the Premises (including, without limitation, paint and re-carpet) during the last 3 months before the Terminating Date or, if earlier terminated, then before the Tenant vacates the Premises.

**Parting With Possession**

31. i The Tenant must not assign, sub-let, license or part with possession of the Premises or this lease or any part of the Premises or this lease except with the prior written consent of the Landlord (which must not be unreasonably withheld).
- ii In seeking the Landlord's consent referred to in this clause, the Tenant must give the Landlord at least 28 days' prior written notice requesting such consent and the Tenant must pay the Landlord any reasonable costs incurred by the Landlord in considering and otherwise dealing with the Tenant's request, whether or not consent is given.
- iii The Tenant must provide the Landlord with any information the Landlord requires about the financial standing, resources or business experience of the proposed tenant and any proposed guarantor.
- iv The Tenant must ensure that the proposed tenant and proposed guarantor (if any) enter into a deed before this lease is assigned in a form reasonably required by the Landlord under which the proposed assignee covenants to perform all of the Tenant's obligations under this lease.
- v If the Landlord requires, the Tenant must ensure that the proposed tenant procures a guarantor acceptable to the Landlord who must give similar guarantees and indemnities as set out in this lease.

- vi The Tenant must pay all stamp duty and other taxes in relation to any assignment, sublease or other dealing under this clause 31.

#### Cleaning

32. i If the Landlord engages cleaning contractors to clean the Premises, the Tenant must allow such persons to clean the Premises and the Tenant must pay the Landlord the sum demanded by the Landlord for such cleaning at the same time and in the same manner as rent is payable under this lease. Such sums may be recovered by the Landlord in the same manner as rent is recoverable.
- ii The Landlord is not responsible to the Tenant for any loss or damage however occurring or caused by its cleaning contractors, or that contractor's employees, agents or sub-contractors.

#### Strata Title Conversion

33. The Landlord may register a strata plan, easements, covenants and other title dealings insofar as the same relates to the Building, or any part of it. If required by the Landlord, the Tenant must promptly provide its written consent to the strata plan, easements, covenants and other title dealings, in the form required by the Landlord, to the NSW Land Registry Services or any other relevant government authority. After registration of the strata plan, the Tenant must comply with any by-laws which are not inconsistent with the terms of this lease.

#### Work Health and Safety

34. i For the purposes of this clause 34, WHS Law means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW).
- ii The Tenant agrees and acknowledges that it has management and control of the Premises for the purposes of the WHS Law. The Tenant must comply with, and ensure that its employees, licensees, contractors and agents comply with, the WHS Law and any applicable codes of practice, and ensure that it has adequate systems in place to identify, minimise and control all hazards.
- iii If any works on the Premises includes a 'construction project' (as defined in the WHS Law), the Tenant will have principal contractor obligations under the WHS Law in respect of the works, unless it validly appoints another person as principal contractor and authorises the person to have the necessary management and control of the Premises to perform their duties as principal contractor and to discharge the duties of a principal contractor including under Chapter 6 of the *Work Health and Safety Regulation 2011* (NSW).
- iv The Tenant must notify the Landlord within 3 Business Days of any:
- hazards or risks to the health and safety of persons using the Premises or the Landlord's Property
  - hazards, risks or incidents causing any serious lost time injury or any injury where off site medical treatment is required;
  - incident involving a near miss which, but for the near miss, could have caused any serious lost time injury or any injury where off site medical treatment is required; and
  - notifiable incidents (as defined in the WHS Law).

#### Guarantor's Liability

35. In consideration of the Landlord leasing the Premises to the Tenant in accordance with this lease, the Guarantors for themselves and each of them and each of their executors and administrators unconditionally agree that they and each of them are (with the Tenant) jointly and severally liable to the Landlord for the payment of the rent and all other amounts payable by the Tenant under this lease, and also for the due performance and observance of all the terms and conditions on the part of the Tenant contained or implied in this lease. AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the Landlord may grant to the Tenant any time or indulgence and may compound or compromise or release the Tenant without releasing or affecting the liability of the Guarantors. For clarity, in this clause 35, a reference to "this lease" includes any periodic lease and any lease for the further term stated on the front page of this lease (if any).

**Security** Tick applicable clause:  clause 36 or  clause 37

36. i In this clause, "Bank Guarantee" means a guarantee given by an Australian bank acceptable to the Landlord (in its absolute discretion) that:
- is irrevocable, unconditional and has an expiry date falling not earlier than 6 months after the Terminating Date;
  - is on terms that the Landlord accepts in its absolute discretion;
  - requires the bank to pay on demand, whether by one or more requests, the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee";
  - is drawn in favour of the Landlord to cover "all of the Tenant's obligations under the lease for the Premises and any associated documents"; and
  - is not in an electronic or digital form.
- ii On or before the Commencing Date, the Tenant must deliver the Bank Guarantee to the Landlord.
- iii The Bank Guarantee is security for the Tenant's performance under this lease and, for the avoidance of doubt, the Landlord or Landlord's Agent may apply the Bank Guarantee to recover any costs or expenses incurred by the Landlord or its Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease.
- iv The Landlord may call on the Bank Guarantee at any time.
- v The Tenant must not do anything which could prevent or delay payment by the bank to the Landlord under the Bank Guarantee.
- vi If the Landlord calls on the Bank Guarantee, then the Tenant must deliver to the Landlord a replacement or additional Bank Guarantee so that the amount of the security held by the Landlord under this clause 36 is equal to the amount stated on the front page of this lease under the heading "Security Deposit/ Bank Guarantee".
- vii The Landlord or the Landlord's Agent is under no obligation to return the Bank Guarantee to the Tenant until all the Tenant's obligations under this lease have been satisfied.
- viii The Tenant must deliver the replacement Bank Guarantee or additional Bank Guarantee to the Landlord within 5 Business Days after the Landlord gives the Tenant a notice asking for it.
- ix The Landlord's appropriation of an amount against the Bank Guarantee:
- does not constitute a waiver of a failure by the Tenant to fulfil its obligations; and
  - does not prejudice any other remedy or right of the Landlord for that failure.
- x If the Landlord sells, transfers or otherwise disposes of the Premises or the land on which the Building is situated, the Tenant must, within 10 Business Days after being requested by the Landlord or the Agent to do so, deliver to the Landlord a replacement Bank Guarantee for the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee" drawn in favour of the purchaser, transferee or disponee.

- xi The Lessee's obligations under this clause are essential terms of this lease.
  - xii If in the Landlord's opinion, acting reasonably, the Tenant has satisfied all of its obligations under this lease then the Landlord must return the Bank Guarantee to the Tenant after the Terminating Date.
37. i As security for the performance and observance by the Tenant of the terms and conditions of this lease, the Tenant must pay on or before the Commencing Date in favour of the Landlord a security deposit for the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee" (Security Deposit). The Security Deposit must be paid to the Landlord's Agent or the Landlord's solicitor as directed by the Landlord. The Security Deposit must be held in trust for the exclusive benefit of the Landlord by either the Landlord's Agent or the Landlord's solicitor. All costs and fees relating to the trust account (if any) must be at the Tenant's cost. The Tenant is not entitled to any interest earned on the Security Deposit if the Landlord directs the Landlord's Agent or the Landlord's solicitor to invest the Security Deposit in an interest bearing account. Any interest earned on the Security Deposit will be the property of the Landlord.
- ii The Landlord, the Landlord's Agent or the Landlord's solicitor is entitled to deduct from the Security Deposit an amount equal to any money due but unpaid for more than 14 days by the Tenant to the Landlord under this lease or to satisfy any other obligation of the Tenant which is not satisfied or outstanding during the Term or on determination of this lease (including, without limitation, any costs or expenses incurred by the Landlord or the Landlord's Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease). If a deduction is made from the Security Deposit, the Tenant must replace the amount deducted within 5 Business Days of written request by the Landlord, the Landlord's Agent or the Landlord's solicitor so that, at all times throughout the Term, the Security Deposit is for the amount required to be provided as stated on the front page of this lease. The Landlord and the Landlord's Agent are under no obligation to return the Security Deposit to the Tenant until after the later of the Terminating Date and all the Tenant's obligations under this lease having been satisfied.

#### **Essential Terms**

38. The parties agree that clauses 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 32, 33, 36 and 37 are essential terms of this lease.

#### **No Reliance**

39. The Tenant acknowledges that, except as stated in this lease, it has not relied on any representations made by or on behalf of the Landlord or the Landlord's Agent in relation to the subject matter of this lease and that the Tenant has relied on its own independent legal, financial, taxation and other professional advice before entering into this lease.

#### **Variation**

40. This lease may not be varied or modified unless evidenced in writing and signed by the parties.

#### **Severability**

41. If any part of this lease is invalid, illegal or unenforceable, then it must be treated as excluded from this lease and the remainder of this lease will remain unaffected by such exclusion.

#### **Entire Agreement**

42. This lease is the entire agreement between the parties in respect of its subject matter and supersedes all previous communications and representations by or on behalf of the parties in respect of that subject matter.

#### **Governing Law**

43. This lease is governed by the laws of the State of New South Wales and each party irrevocably submits to the non-exclusive jurisdiction of the courts in that State.

#### **Definitions and Interpretation**

- 44. i 'Agent' in context with 'Landlord' includes the Landlord's real estate agent or managing agent and any other person authorised to act on behalf of the Landlord.
- ii 'Building' means the building in which the Premises are located.
- iii 'Business Day' means a day which is not a Saturday or Sunday and which is not a public holiday or a bank holiday in New South Wales.
- iv 'Current Market Rent' means the rent that would reasonably be expected to be paid for the Premises, as between a willing landlord and a willing tenant in an arm's length transaction (where the parties are each acting knowledgeably, prudently and without compulsion), determined on an effective rent basis, having regard to the following matters:
  - a the provisions of this lease; and
  - b the rent that would reasonably be expected to be paid for the Premises if they were unoccupied and offered for renting for the same or a substantially similar use to which the Premises may be put under this lease, but does not take into account rent concessions and other benefits that are frequently or generally offered to prospective tenants of unoccupied commercial premises.
- v 'Landlord' includes the heirs, executors, administrators and assigns of the Landlord and, where the context permits, includes the Landlord's Agent.
- vi 'Landlord's Property' means all property owned by the Landlord in the Premises including but not limited to fixtures, fittings, plant, equipment, partitions, stock and other items in the Premises which are owned, hired or leased by the Landlord and which are not the Tenant's Property.
- vii 'Tenant' includes the executors, administrators and permitted assigns of the Tenant.
- viii 'Rent Review Date' means the relevant rent review date specified in clause 27.
- ix 'Tenant's Property' means all fixtures, fittings, plant, equipment, partitions, stock and other items in the Premises which are owned, hired or leased by the Tenant and which are not the Landlord's Property.
- x 'Term' means the term of this lease as stated on the front page of this lease, and includes any further terms granted in accordance with this lease.
- xi Where the context permits, words expressed in the singular include the plural and vice versa and words referring to a person include a company.
- xii Where two or more Tenants, Landlords or Guarantors are parties, the terms and conditions of this lease bind them jointly and severally and their obligations and liabilities under this lease are joint and several.
- xiii Headings in bold have been inserted to assist the parties but they do not form part of this lease.
- xiv "Including" and similar expressions are not words of limitation.

**SPECIAL CONDITIONS**

Special conditions forming part of this lease are to be signed by the parties and attached.

**RULES AND REGULATIONS**

1. No sign, advertisement or notice must be inscribed or painted or affixed on any part of the outside or the inside of the Premises except of such colour, size and style and in such place upon or in the Building as are approved in writing by the Landlord. Upon request by the Tenant, interior signs on glass doors and on the directory tablets (as applicable) will be provided by the Landlord for the Tenant and at the Tenant's expense.
2. The Tenant must not obstruct any entrances or exits, driveways, lifts, passageways, halls, staircases or fire escapes in the Building (as the case may be) or use them or any part of them for any purpose other than for entering and exiting the Premises or the Building.
3. The Tenant must not obstruct or interfere with the rights of the Landlord or other tenants or occupiers in the Building or do anything that may cause annoyance, nuisance, danger, damage, disturbance or offence to other tenants or occupiers of the Building.
4. The Tenant must, at all times, comply with all applicable:
  - a regulations and directions of any public authority and with the terms of any insurance policy relating to the Building or its contents; and
  - b building regulations, guidelines and procedures including, without limitation, with respect to fire safety and emergency procedures.
5. The Tenant must not install or position any safe, heavy equipment or article in the Building without prior written consent of the Landlord. If the Landlord grants such consent, it may prescribe the maximum weight and the position in which the safe, equipment or article may be placed or secured, and may give directions and/or supervise the installation, positioning or securing of such safe, equipment or article at the Tenant's expense. The Tenant must make good, at the Tenant's expense, all damage caused to the Building or any part of it by the introduction, installation, presence or removal of any heavy equipment or article of which the Tenant has ownership, custody or control.
6. In the event of an emergency or other circumstance whereby any toilet or washroom on any floor of the Building are not available for use, the Landlord may temporarily withdraw the Tenant's right of exclusive use of any or all toilet or washroom facilities (if any) not affected by the emergency or circumstance, so as to ensure availability of these facilities to all occupants of the Building. No rental adjustment may be made in relation to this lease during such temporary arrangement.
7. The Tenant must give priority to passenger traffic if it uses any lift to transport any goods, equipment or furniture.

**PLEASE READ THIS LEASE CAREFULLY BEFORE AND AFTER EXECUTION**

We hereby enter into this lease and agree to all its conditions.

**SIGNED BY THE LANDLORD – where the Landlord is an individual**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Landlord /  
Authorised Representative**

**Date**

--	--

**Name of Signatory (this must be stated)**

--

**Authority of Signatory (delete whichever is not applicable)**

Power of Attorney <i>(attach a copy)</i>
---

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Witness**

**Date**

	1/3/2022
---	----------

**Name of Witness (this must be stated)**

--

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Landlord /  
Authorised Representative**

**Date**

--	--

**Name of Signatory (this must be stated)**

--

**Authority of Signatory (delete whichever is not applicable)**

Power of Attorney <i>(attach a copy)</i>
---

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Witness**

**Date**

--	--

**Name of Witness (this must be stated)**

--

**SIGNED BY THE LANDLORD - where the Landlord is a corporation**

(to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**EXECUTED** for and on behalf of  ACN

pursuant to sections 127 and 128 of the *Corporations Act 2001* (Cth);

**Signature of Director /Secretary /  
Authorised Representative**

**Date**

DocuSigned by:  
  
ECC3F1F846984A7

1/3/2022

**Name of Signatory (this must be stated)**

**Authority of Signatory (delete whichever is not applicable)**

Director /Secretary / Authorised Officer / Attorney  
(attach a copy of Power of Attorney if applicable)

**Signature of Director /Secretary /  
Authorised Representative**

**Date**

**Name of Signatory (this must be stated)**

**Authority of Signatory (delete whichever is not applicable)**

Director /Secretary / Authorised Officer / Attorney  
(attach a copy of Power of Attorney if applicable)

**SIGNED BY THE TENANT - where the Tenant is an individual**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Tenant /  
Authorised Representative**

**Date**

DocuSigned by:  
  
2066E1D883D9480

1/3/2022

**Name of Signatory (this must be stated)**


**Authority of Signatory (delete whichever is not applicable)**

Power of Attorney  
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Witness**

**Date**

DocuSigned by:  
  
D0C4B5F1A342D49E

1/3/2022

**Name of Witness (this must be stated)**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Tenant /  
Authorised Representative**

**Date**

**Name of Signatory (this must be stated)**

**Authority of Signatory (delete whichever is not applicable)**

Power of Attorney  
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Witness**

**Date**

**Name of Witness (this must be stated)**

**SIGNED BY THE TENANT - where the Tenant is a corporation**

(to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**EXECUTED** for and on behalf of  ACN

pursuant to sections 127 and 128 of the *Corporations Act 2001* (Cth);

**Signature of Director /Secretary /  
Authorised Representative**

**Date**

**Name of Signatory (this must be stated)**

**Authority of Signatory (delete whichever is not applicable)**

Director /Secretary / Authorised Officer / Attorney  
(attach a copy of Power of Attorney if applicable)

**Signature of Director /Secretary /  
Authorised Representative**

**Date**

**Name of Signatory (this must be stated)**

**Authority of Signatory (delete whichever is not applicable)**

Director /Secretary / Authorised Officer / Attorney  
(attach a copy of Power of Attorney if applicable)

PAGE 11 OF 12  
FM00900 - 10/21  
www.relnsw.com.au

**SIGNED BY THE GUARANTOR**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Guarantor /  
Authorised Representative**

**Date**

DocuSigned by:  
  
2060C1D883D9480

1/3/2022

**Name of Signatory (this must be stated)**

**Authority of Signatory (delete whichever is not applicable)**

Power of Attorney  
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Witness**

**Date**

DocuSigned by:  
  
2060C1D883D9480

1/3/2022

**Name of Witness (this must be stated)**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Guarantor /  
Authorised Representative**

**Date**

DocuSigned by:  
  
2060C1D883D9480

1/3/2022

**Name of Signatory (this must be stated)**

**Authority of Signatory (delete whichever is not applicable)**

Power of Attorney  
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Witness**

**Date**

DocuSigned by:  
  
2060C1D883D9480

1/3/2022

**Name of Witness (this must be stated)**



# COMMERCIAL LEASE

**Note:** Suitable for small office buildings, industrial premises and shop premises which are not the subject of the *Retail Leases Act 1994* (NSW) where the term of the lease (including the period of any option) does not exceed 3 years and the Premises comprise Torrens title land.

This lease is made in duplicate on  /  /   
at  in the State of New South Wales.

## PARTIES

Between SDT Constructions - The Trustee For Sydney Developments (Name, address, ABN and email address* (see note)) ABN: 38715571616 - Email: rentals@aqproperties.com.au - Phone: 02 8733 2083	<b>Landlord</b>
whose agent is AQ Properties - Shop 9/15 Amy Street, Regents Park NSW 2143 (Name, business address, ABN and email address* (see note)) ABN: 85623361562 - Email: mqader@aqproperties.com.au - Phone: 02 8733 2083	<b>Agent</b>
and Mohammad Dib (Name, business address, ABN and email address* (see note)) EMAIL: dub_2_dub_4@hotmail.com - Mobile: 0490184084	<b>Tenant</b>
and (Name, business address, ABN and email address* (see note))	<b>Guarantor</b>

**\* Note:** By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

## GST REGISTRATION

The Landlord is registered for GST  Yes  No  
The Tenant is registered for GST  Yes  No

## PREMISES

The Landlord leases the premises known as  (address)  
 (title reference) (Premises)  
including all the Landlord's Property.

## PERMITTED USE

The Premises must only be used as  (Permitted Use).

## RENT

Except as otherwise provided the rent is  (excl. GST)  
per  with the first instalment equal to an amount of  commencing on   
and payable in advance by the Tenant on the  day of every   
to the Landlord or Agent in the form or manner as directed by the Landlord/Agent on or before the Commencing Date or as the Landlord/  
Agent notifies in writing to the Tenant from time to time.

## TERM

The term of this lease is   
commencing on  (Commencing Date) and ending on  (Terminating Date).

## SECURITY DEPOSIT / BANK GUARANTEE (tick applicable box)

The Security Deposit or Bank Guarantee is for an amount equal to   
and as referred to in clause  36 or  37 (as applicable)

## OPTION

Subject to clause 26 of this lease the Landlord offers a renewal of this lease for a further term of  years  
and  months.

## RENT REVIEW METHOD AND DATES

Refer to clause 27 of this lease.

## HOLDING OVER

If, following the Terminating Date, the Tenant remains in occupation of the Premises with the prior written consent of the Landlord, this lease will continue as a periodic lease from month to month at a rent determined in accordance with the rent review method specified in clause 27 or, if no rent review method is specified in clause 27, at a rent to which both parties agree. If no rent review method is specified in clause 27 and the parties are unable to agree on the rent, the rent will be determined in accordance with the rent review method in clause 27B.



**OUTGOINGS** Tick applicable box and specify percentage:

The Tenant's percentage of outgoings to be paid in accordance with Clause 13(i) is  %.

**OR**

The Tenant's percentage of any increases in outgoings to be paid in accordance with Clause 13(ii) is  %.

**INSURANCE**

The minimum amount of cover for public liability insurance referred to in clause 11(iv) at the Commencing Date is:

\$20,000,000

**OR**

\$  (specify other amount) (tick applicable amount)

**CONDITIONS**

The parties agree to the conditions set out above and on the following pages and also to those conditions implied by Sections 84 and 85 of the *Conveyancing Act 1919*, which are not expressly negated or modified by this lease.

**Note:** It is advisable for the Tenant to insure the Tenant's own property

**THE LANDLORD AGREES:**

**Security**

1. To ensure that the external doors and windows contain locks and/or catches that are in working order.

**Use of Premises**

2. To allow the Tenant to use and occupy the Premises without unreasonable interference by the Landlord or their Agent.

**Rates and Taxes**

3. Unless billed directly to the Tenant by a relevant authority, to pay council, water and sewerage rates, land tax and other levies promptly.

**Tax Invoices**

4. To issue tax invoices (where applicable) showing the Tenant's name, the address of the Premises, the ABN of the Landlord, the amount payable, the period to which the amount relates, and other such requirements as determined by the Australian Taxation Office from time to time in relation to a valid tax invoice.

**THE TENANT AGREES:**

**Rent**

5. i To pay the rent on time by equal instalments in advance (and proportionately for any part of the instalment period) in the manner that the Landlord or Agent may direct from time to time. The Tenant must pay the rent without set-off, counterclaim, withholding or deduction.
- ii To pay, on demand, interest at the rate of 8% per annum above the base lending rate from time to time of the Commonwealth Bank of Australia (or such other institution as the Landlord may reasonably nominate), compounding monthly on any money payable under this lease to the Landlord which is not received by the Landlord by the date required under this lease. Interest payable under this clause must be calculated from and including the date the outstanding payment was due to and including the date it is actually received by the Landlord.

**Consents**

6. To obtain, keep current and comply with at its own expense all necessary consents that may be required from local government or other authorities to carry on their proposed business at the Premises (being a business that falls within the Permitted Use).

**Charges**

7. To pay all charges for utilities, including without limitation gas, electricity, telecommunications, water usage and garbage or sanitary rates or charges (as applicable), relating to the Tenant's use and occupation of the Premises.

**Care and Security of Premises**

8. To take care of the Premises and to keep them in a clean and secure condition, and in particular:
- i To make no alterations or additions to the Premises, including the erection of any sign or antenna or the installation of an air-conditioning unit, solar panels or any mechanical services, without the prior written consent of the Landlord.
  - ii Not to do any decorating that involves marking, defacing or painting any part of the Premises, without the prior written consent of the Landlord.
  - iii Not to put anything down any sink, toilet or drain likely to cause obstruction or damage.
  - iv Not to keep animals on the Premises, without the prior written consent of the Landlord.
  - v To notify the Landlord promptly of any infectious disease and take all necessary steps and actions to keep the Premises free of any pest, insect or vermin.
  - vi To ensure that rubbish is not accumulated on the Premises and to remove all trade refuse regularly and in a manner acceptable to the Landlord, and to sort and deposit any refuse that is suitable for recycling in the correct recycling receptacles (if any) provided in the Building and/or on the Premises.
  - vii To notify the Landlord promptly of any loss, damage, accident or defect in or on the Premises as soon as the Tenant becomes aware of the issue.
  - viii To keep the Premises clean and tidy at all times. Unless clause 32 applies, if the Tenant engages an independent cleaning contractor to clean the Premises, it must provide details of such contractor to the Landlord or the Agent as required by the Landlord and/or the Agent.
  - ix Secure the Premises when they are unoccupied and comply with the Landlord's directions or instructions from time to time in relation to the security, fire, safety or related requirements and procedures of the Building.

- x To undertake any works in relation to the Premises as required by legislation from time to time, at the Tenant's cost and subject to the Landlord's prior written approval of such works (not to be unreasonably withheld), including but not limited to works on any external door or window and associated catch or locking mechanism.
- xi Except to the extent required for the Permitted Use stated on the front page of this lease, not bring onto, store, use, manufacture, produce or release any inflammable substance or dangerous substance onto the Premises or the land on which the Premises are situated.
- xii Must not do anything in or around the Premises or Building that may cause annoyance, nuisance, danger, damage, disturbance or offence to the occupiers or owners of any nearby premises or to the Landlord.

#### Permitted Use and Occupation

- 9. i To use the Premises only for the Permitted Use and not for any other purpose.
- ii That it has independently satisfied itself that the Premises are suitable for the Permitted Use.
- iii Not to sleep or permit anyone to sleep on the Premises unless the Premises or a portion of the Premises is zoned for residential use and the Landlord has given prior written consent.

#### Rules and Regulations

- 10. To ensure that the Tenant and the Tenant's employees, licensees, contractors and agents comply with any rules, regulations and by-laws applicable to the Premises and the Building (if any). Such rules, regulations and by-laws may be created, amended, supplemented or replaced from time to time by the Landlord (and, if the Premises form part of a strata scheme, by the owners corporation). This lease prevails to the extent that any such rule, regulation or by-law (other than any rule, regulation or by-law of a strata scheme) is inconsistent with the Tenant's rights and obligations under this lease.

#### Insurance

- 11. i To arrange and keep current all insurances required by law, including but not limited to workers compensation insurance (as applicable) in relation to the Premises.
- ii To insure and keep insured all glass, windows and doors of the Premises for at least their full replacement value.
- iii To arrange and keep current insurances in relation to the Tenant's business, including the Tenant's property and stock in or on the Premises.
- iv To arrange and keep current public risk insurance covering liability in respect of personal injury, death, property damage, product liability and contractual liability arising from the occupation and/or use of the Premises by the Tenant for the minimum amount per occurrence as noted in this lease or such other reasonable amount notified by the Landlord to the Tenant from time to time.
- v To pay any additional insurance premiums payable by the Landlord as a result of the Tenant's acts or omissions.
- vi To ensure that all insurances effected under this clause are on terms and are provided by an insurer acceptable to the Landlord (acting reasonably) and which note the Landlord as an interested party.
- vii To do nothing in or to the Premises or the Building or keep anything in the Premises or the Building that would or is likely to increase an insurance premium payable on the Premises or the Building except with the prior written consent of the Landlord.
- viii To do nothing which is likely to prejudice, cancel or invalidate any insurance policy which the Tenant or the Landlord has in relation to the Premises or the Building and to promptly notify the Landlord of any circumstances which is likely to prejudice, cancel or invalidate any such insurance policy.

#### Risk and Indemnity

- 12. i To occupy and use the Premises at the Tenant's own risk.
- ii To indemnify, and to keep indemnified, the Landlord against any claim, demand, remedy, suit, injury, damage, loss, cost and liability in respect of:
  - a any non-payment or delayed payment of rent;
  - b the loss of or damage to part or the whole of the Premises or the Building (or both);
  - c any person for the loss of or damage to their personal property; and
  - d any person for personal injury or death,which occurs arising out of any breach or unlawful or negligent act or omission of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- iii In such circumstances the Tenant must meet all claims whether they are made directly against the Tenant or against the Landlord. Any resultant repairs to or works on the Premises or to any part of the Building must be carried out at the Tenant's cost by builders or contractors approved by the Landlord.
- iv To the full extent permitted by law, the Tenant releases the Landlord, its employees, officers, agents and contractors and the Agent from all actions, suits, claims, remedies and demands of any kind and from all liability which may arise in relation to or in connection with any loss, damage, liability, cost, expenses, injury or death in, near or with respect to the Building or the Premises except to the extent it is caused by the Landlord's unlawful or negligent act or omission.

#### Outgoings

- 13. i To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, amounts equal to the Tenant's percentage of outgoings noted in this lease of any and all outgoings and expenses relating to the Premises, the Building and/or the land on which the Building is situated including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and/or the land on which the Building is situated. Land tax must be calculated on the basis that the land on which the Building is situated was the only land owned by the Landlord.

#### OR

- ii To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, for the percentage noted in this lease of all increases in any and all outgoings and expenses relating to the Premises, the Building and/or the land on which the Building is situated including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and/or the land on which the Building is situated from the financial year that ended immediately before the

Commencing Date. Land tax must be calculated on the basis that the land on which the Building is situated was the only land owned by the Landlord.

#### AIR CONDITIONING

14. i If one or more air-conditioning units are installed in the Premises and exclusively services the Premises, the Tenant must ensure that they are regularly serviced and maintained (excluding repairs of a capital nature) at the Tenant's cost with a licensed contractor and, on request by the Landlord, the Tenant must supply the Landlord with a copy of service records and documentation (as applicable).
  - ii If the Landlord and Tenant agree that any air-conditioning unit that exclusively services the Premises is to be replaced, and the Premises form part of a strata scheme, the Tenant agrees that any proposed works (including removal of any existing air-conditioning unit) and specifications relating to the replacement air-conditioning unit must comply with relevant by-laws of the strata scheme, any applicable law or regulation and, where necessary, be approved by the owners corporation of such strata scheme.
  - iii The Landlord is responsible for any works of a capital nature relating to any air-conditioning unit that exclusively services the Premises, other than any such unit installed by or at the request of the Tenant or a predecessor in title of the Tenant.
15. The Landlord is under no obligation to remove, or carry out works not covered by clause 14iii in respect of, any air-conditioning unit installed in, or supplied to, the Premises and, if no air-conditioning unit exists at the Commencing Date, the Landlord is under no obligation to install any air-conditioning unit or other mechanical services.

#### BOTH PARTIES AGREE THAT:

##### Unforeseen Event

16. i This clause 16 applies if the whole or a substantial part of the Premises or the Building is destroyed or damaged so that the Premises are substantially unfit for use or are substantially inaccessible.
- ii If the Premises or the Building (as the case may be) cannot be or are not (or is not) reinstated within a reasonable time, then each of the Landlord and Tenant have the right to terminate this lease on giving at least 5 Business Days' written notice to the other.
- iii The Landlord will not be obligated to reinstate the Premises or the Building. However, for the period during which the Premises are substantially unfit for use or are substantially inaccessible, the rent and other money payable by the Tenant under this lease will abate in proportion with the reduction in usability or accessibility.
- iv Despite anything in this clause 16 to the contrary, the Tenant will not be entitled to terminate this lease under clause 16ii or to abatement under clause 16iii if the destruction or damage was caused or contributed to by the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees or if any insurance policy does not apply as a result of the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

##### Inspections and Condition of Premises

17. The Landlord or Agent must inspect the Premises at the Commencing Date and at the end of this lease and take note of the condition of the Premises including the state of cleanliness, state of repair and working order of appliances and services. The Tenant accepts the condition of the Premises as at the Commencing Date. Subject to any contrary provision in this lease, the Landlord is not under any obligation to carry out any repairs, maintenance, additions or alterations. The Tenant must, at its cost, provide to the Landlord or Agent a completed condition report relating to the Premises prior to the Commencing Date if required to do so by the Landlord or Agent.

##### Repairs and Maintenance

18. i The Tenant must keep the Premises and the Landlord's Property in good repair and condition, and must repair any damage to the Premises or the Landlord's Property caused or contributed to by the neglect, breach or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees. Any repair or maintenance must be carried out at the cost of the Tenant in a proper and workmanlike manner by suitably licensed and appropriately insured contractors. The Tenant must maintain and keep in good repair and condition in the Premises any fire equipment and essential services equipment that is required from time to time by any relevant authority.
- ii The Tenant must ensure that all necessary and required inspections relating to facilities in the Premises, including, but not limited to, air-conditioning systems, fire equipment, essential services equipment and lifts (as applicable), are undertaken at appropriate periodic intervals and that all associated certifications are issued. The Tenant must promptly provide to the Landlord a copy of any such certification.
- iii The Tenant must ensure that, at all times, the Tenant and the Tenant's employees, officers, agents, contractors and invitees comply with all laws, rules and regulations relating to the use or occupation of the Premises including all applicable work, health and safety legislation.
- iv The Tenant is not responsible for repairing fair wear and tear or for any repair, replacement or maintenance to the extent that it is necessary as a result of fire, storm water, lightning, storm, flood, explosion, riot, civil commotion or terrorism, but except to the extent that any fair wear and tear is caused by or such repair, replacement or maintenance is rendered necessary by any particular use of, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- v The Tenant is not required to carry out or contribute to any costs or expenses of any works of a capital or structural nature except to the extent that the works are rendered necessary by any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

##### Access

19. i The Landlord must respect the Tenant's right to privacy.
- ii The Tenant must allow access to the Landlord or Agent:
  - a when it is reasonable that they or either of them should view the condition of the Premises or to enable them to comply with any law or requirement of any relevant authority, or to carry out any work to the Premises or any adjacent property of the Landlord by contractors authorised by the Landlord or Agent; or
  - b to erect 'to let' signs and to show the Premises to prospective tenants, on reasonable notice to the Tenant; or
  - c to erect 'for sale' signs and to show the Premises to prospective purchasers, on reasonable notice to the Tenant.
- iii The Landlord must give the Tenant reasonable notice of the time and date for such access which is to be as convenient as possible for the parties.
- iv The Landlord or Agent may have access to the Premises at any time on reasonable notice to the Tenant or without notice in the case of an emergency or to carry out urgent repairs.

- v If normal trading hours apply to the Building, then the Tenant may not use the Premises outside such normal trading hours unless it complies, at the Tenant's cost, with the Landlord's requirements relating to security or use of facilities in the Building (if any). If required, by the Landlord, the Tenant must pay the Landlord's costs in connection with the Tenant using the Premises outside the normal trading hours, including without limitation costs associated with any security or other personnel and costs associated with the use of facilities in the Building.

#### **Costs, Disbursements and Expenses**

- 20. i The Tenant must pay their own legal costs, disbursements and expenses and must pay the reasonable legal costs, disbursements and expenses of the Landlord in relation to the preparation, negotiation and execution of this lease.
- ii The Tenant must pay the stamp duty and registration fees (if any) payable in connection with this lease.
- iii The Tenant must pay all legal costs, disbursements and expenses of the Landlord in relation to any breach by the Tenant (including, without limit, in connection with any breaches set out in clause 28) and the exercise or proposed exercise of any right, power or remedy available to the Landlord.
- iv The Tenant must pay the Landlord's costs, disbursements and expenses reasonably incurred by the Landlord in connection with a request by the Tenant for the Landlord's consent under this lease whether such consent is granted or not.
- v By way of demand, the Landlord must provide the Tenant with a copy of any account presented to the Landlord in respect of any of the Landlord's costs, disbursements and expenses referred to in this clause (as may be applicable) and the Tenant must reimburse the Landlord such costs, disbursements and expenses within 14 days of the Tenant being provided with the Landlord's demand.

#### **GST**

- 21. In this clause 21, words or expressions which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as given in that Act. Except to the extent that this lease expresses them to be inclusive of GST, any amounts, including rent and outgoings, referred to in this lease which are payable by the Tenant to the Landlord, or on behalf of the Landlord, under this lease, are exclusive of GST. If GST is imposed on any supply made to the Tenant under or in accordance with this lease then, unless it is expressed to be inclusive of GST, the amount the Tenant must pay for that supply is increased by the amount of that GST. The Landlord must provide to the Tenant a valid tax invoice in respect of the supply. If the rate of GST is increased or decreased, the parties agree that any amounts referred to in this lease that are expressed to be inclusive of GST must be varied accordingly.

#### **Compliance with laws**

- 22. i Subject to clause 22ii, each party must observe, as applicable to itself, all relevant laws, regulations, by-laws and other standards with respect to the Premises. The Landlord will not be obligated to observe a requirement under any such laws, regulations, by-laws or other standards to the extent that it applies in whole or in part as a result of any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- ii The Tenant must ensure that it observes and complies with, at its cost, all relevant laws, regulations, notices, orders and requirements of any relevant authority, including all fire safety requirements applicable to the Premises. However, before complying with any such law, regulation, notice, order or requirement, the Tenant must obtain the Landlord's and/or the Agent's consent where such consent is required under this lease.

#### **Notices**

- 23. Any written notice required or authorised by this lease:

- i Must be served on the Tenant personally, by pre-paid post to the Premises, by being left in the post box, if any, at the Premises or sent by email to the Tenant's email address stated in this lease or as otherwise notified in writing from time to time by the Tenant to the Landlord.
- ii Must be served on the Landlord or Agent personally, by pre-paid post to their address as shown in this lease or as notified in writing from time to time to the Tenant, by being left in the post box, if any, at that address or by email to the email address of the Landlord or Agent stated in this lease or as otherwise notified in writing from time to time by the Landlord or the Agent or Landlord's solicitor.
- iii Where it has been sent by pre-paid post, will be deemed to be served on the earlier of the day it is actually delivered or the 7th Business Day after posting.
- iv Where it has been sent by email, will be deemed to be served as soon as it is sent, unless the sender receives an automated message indicating that there was an error in the transmission of the email.
- v May take effect on any day of the month if it relates to the termination of a periodic lease provided it gives the required period of notice.

#### **Mitigation**

- 24. Where there has been a breach of any condition of this lease by a party, the other parties must take all reasonable steps to minimise any loss or damage which may be, or has been, incurred.

#### **Disputes**

- 25. In any dispute or proceedings between the parties, the parties must act reasonably and in good faith and without delay and make all admissions necessary to enable the real issues to be efficiently determined and resolved.

#### **Renewal/Option**

- 26. i The Tenant must give to the Landlord or the Agent notice in writing not more than 6 months and not less than 4 months prior to the expiration of the initial Term if the Tenant wishes to take a renewal of this lease for the further term stated on the front page of this lease (if any). Provided that the Tenant has given notice in accordance with this clause (time being of the essence), has duly and punctually paid the rent and has duly performed and observed on the Tenant's part all conditions and obligations contained in this lease up to the expiration of the initial Term, the Landlord will, at the cost of the Tenant, grant the Tenant the further term.
- ii The starting rent for a further term is to be determined in accordance with the Rent Review Method specified in clause 27 and subject to clauses 27(ii) and 27(iii). If no choice is selected, then the starting rent must be determined in accordance with a CPI Review as calculated under clause 27B and subject to clauses 27(ii) and 27(iii).
- iii A lease for any further term must be on the same terms as this lease (including any special conditions and variations to this lease which have become effective during the initial Term) except that the Commencing Date and Terminating Date must be replaced in accordance with the commencing date and terminating date of the further term, the rent from the commencing date of the further term must be the amount determined under clause 26(ii), the provisions relating to renewal/option (including this clause 26) are to be deleted in such a lease and the rent review methods and rent review dates for the further term must be as per the relevant methods and dates for any new lease as indicated in clause 27.

**Rent Review**

- 27. i Rent reviews must be conducted by the following methods (*tick the applicable rent review method*) on each of the following specified dates (*tick applicable box for review dates*) and if more than one method is selected then the greater amount must be the revised rent.
- ii The parties agree that if the rent is not determined by a Rent Review Date, the Tenant must continue to pay the rent payable immediately before the Rent Review Date until the new rent is determined, with the new rent to apply from the relevant Rent Review Date. The Tenant must account in favour of the Landlord for any difference in rent from the relevant Rent Review Date to the date the new rent is determined in the manner directed by the Landlord or the Agent.
- iii Despite any other provision in this lease, the rent from a Rent Review Date must not be less than the rent payable immediately prior to the relevant Rent Review Date.

**27A Market Review**

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other:

- i If this option is selected, then, at least 30 days before the relevant Rent Review Date, the Landlord may notify the other in writing that the rent is to be varied to an amount representing the Current Market Rent for the Premises.
- ii If the Landlord and the Tenant do not agree as to the Current Market Rent then such rent must be determined by the President of the Real Estate Institute of New South Wales or his /her appointee. The costs of such rental determination must be borne in equal shares by the parties unless otherwise agreed between the parties.
- iii Despite clauses 27A(i) and 27A(ii), the Landlord and Tenant may agree to a rent representing the Current Market Rent after the relevant Rent Review Date.
- iv A rent agreed or determined under this clause must not be less than the rent payable immediately before the relevant Rent Review Date and must apply from the relevant Rent Review Date.

**27B CPI Review**

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other:

If this option is selected or if, in relation to any date referred to in this clause 27 for which a review option may be selected (other than the commencing date of any periodic lease from month to month), no such selection is made, then on and from each relevant Rent Review Date, the revised rent payable under this lease must be determined in accordance with the following formula:

$\$A = B \times C/D$

- Where:
- A is the revised rent;
  - B is the rent payable in the 12 month period immediately prior to the relevant Rent Review Date;
  - C is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the relevant Rent Review Date; and
  - D is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the date falling 12 months prior to the relevant Rent Review Date.

**27C Fixed Percentage**

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other:

If this option is selected, then the rent on and from each relevant Rent Review Date is calculated as follows:

$R2 = R1 + (R1 \times FP)$

- Where:
- R2 is the rent payable on and from the relevant Rent Review Date;
  - R1 is the rent payable immediately before the relevant Rent Review Date; and
  - FP is the fixed percentage nominated for the Rent Review Date.

The fixed percentage (FP) is:

**27D Fixed Amount**

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other:

If this option is selected, then the rent on and from the relevant Rent Review Date is calculated as follows:

$$X2 = X1 + FA$$

Where: X2 is the rent payable on and from the relevant Rent Review Date;  
X1 is the rent payable immediately before the relevant Rent Review Date; and  
FA is the fixed amount nominated for the relevant Rent Review Date.

The fixed amount (FA) is:

**Termination**

28. i If this lease has become a periodic lease from month to month, the Landlord or Tenant may terminate it by giving 1 months' written notice to the other party.
- ii The Landlord will have the right to terminate this lease by written notice to the Tenant and re-enter the Premises or to continue this lease as a periodic lease from week to week:
- where the Landlord has given the Tenant a notice of breach and the Tenant has not remedied the breach within the period specified in the notice;
  - where the Tenant has failed to pay rent for a period in excess of 14 days, whether formally demanded or not;
  - where the Tenant has seriously or persistently breached any clause of this lease; or
  - to the extent permitted by law, upon the Tenant and/or Guarantor being declared bankrupt or insolvent according to the law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in force for the relief of bankrupts or insolvents. (Section 85 (1) (d) of the *Conveyancing Act 1919*, as amended, is hereby varied accordingly.)
- iii If the Landlord intends to exercise its right to continue this lease as a periodic lease from week to week, it must serve the Tenant with a written notice stating the reason and informing the Tenant of the variation to this lease. Upon service of the notice, this lease must continue with all its conditions, except for the Term and holding over conditions, as a periodic lease from week to week, which may be terminated by 7 days' written notice from the Landlord or Tenant.
- iv The Landlord will have the right to re-enter the Premises without giving notice if there are reasonable grounds to believe the Premises have been abandoned.
- v Any action by the Landlord or the Tenant in accordance with clauses 28(ii), 28(iii), 28(iv) or (vi), will not affect any claim for damages in respect of a breach of a term or condition of this lease.
- vi Upon termination or expiry of this lease, the Tenant must remove from the Premises all of the Tenant's Property, including removal and re-alteration of any additions and alterations made by the Tenant, except any item which the Landlord has notified the Tenant that it need not be removed. The Tenant must promptly make good any damage or defacement occasioned to any part of the Premises in the course of such removal and/or re-alteration, failing which the Landlord may, but is not obliged to, do any works as necessary to repair the damage or defacement and to restore and make good the Premises to a clean and tidy condition free from rubbish in accordance with this sub-clause and clause 28(vii), at the Tenant's expense.
- vii Upon the termination or expiry of this lease for any reason, the Tenant must promptly and peacefully give the Landlord vacant possession of the Premises in the condition it was in on the Commencing Date and in the state of repair required by this lease and must, at the same time, hand over all keys, security cards and passes for the Premises and/or the Building.

**Termination Notice by Landlord**

29. i If the Tenant receives from the Landlord or Agent a notice terminating this lease or a notice demanding immediate possession of the Premises in accordance with the terms of this lease, any acceptance of or demand for rent or money by the Landlord will not of itself be evidence of a new lease with the Tenant nor alter the legal effect of the notice.
- ii Where the Tenant unlawfully remains in possession after termination of this lease, the Landlord will be entitled, in addition to any other claim, to payments equal to the rent as compensation for the Tenant's use and/or occupation of the Premises.

**Redecoration**

30. Regardless of the condition of the Premises on the Commencing Date or fair wear and tear, the Tenant must redecorate the Premises (including, without limitation, paint and re-carpet) during the last 3 months before the Terminating Date or, if earlier terminated, then before the Tenant vacates the Premises.

**Parting With Possession**

31. i The Tenant must not assign, sub-let, license or part with possession of the Premises or this lease or any part of the Premises or this lease except with the prior written consent of the Landlord (which must not be unreasonably withheld).
- ii In seeking the Landlord's consent referred to in this clause, the Tenant must give the Landlord at least 28 days' prior written notice requesting such consent and the Tenant must pay the Landlord any reasonable costs incurred by the Landlord in considering and otherwise dealing with the Tenant's request, whether or not consent is given.
- iii The Tenant must provide the Landlord with any information the Landlord requires about the financial standing, resources or business experience of the proposed tenant and any proposed guarantor.
- iv The Tenant must ensure that the proposed tenant and proposed guarantor (if any) enter into a deed before this lease is assigned in a form reasonably required by the Landlord under which the proposed assignee covenants to perform all of the Tenant's obligations under this lease.
- v If the Landlord requires, the Tenant must ensure that the proposed tenant procures a guarantor acceptable to the Landlord who must give similar guarantees and indemnities as set out in this lease.

- vi The Tenant must pay all stamp duty and other taxes in relation to any assignment, sublease or other dealing under this clause 31.

#### Cleaning

32. i If the Landlord engages cleaning contractors to clean the Premises, the Tenant must allow such persons to clean the Premises and the Tenant must pay the Landlord the sum demanded by the Landlord for such cleaning at the same time and in the same manner as rent is payable under this lease. Such sums may be recovered by the Landlord in the same manner as rent is recoverable.
- ii The Landlord is not responsible to the Tenant for any loss or damage however occurring or caused by its cleaning contractors, or that contractor's employees, agents or sub-contractors.

#### Strata Title Conversion

33. The Landlord may register a strata plan, easements, covenants and other title dealings insofar as the same relates to the Building, or any part of it. If required by the Landlord, the Tenant must promptly provide its written consent to the strata plan, easements, covenants and other title dealings, in the form required by the Landlord, to the NSW Land Registry Services or any other relevant government authority. After registration of the strata plan, the Tenant must comply with any by-laws which are not inconsistent with the terms of this lease.

#### Work Health and Safety

34. i For the purposes of this clause 34, WHS Law means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW).
- ii The Tenant agrees and acknowledges that it has management and control of the Premises for the purposes of the WHS Law. The Tenant must comply with, and ensure that its employees, licensees, contractors and agents comply with, the WHS Law and any applicable codes of practice, and ensure that it has adequate systems in place to identify, minimise and control all hazards.
- iii If any works on the Premises includes a 'construction project' (as defined in the WHS Law), the Tenant will have principal contractor obligations under the WHS Law in respect of the works, unless it validly appoints another person as principal contractor and authorises the person to have the necessary management and control of the Premises to perform their duties as principal contractor and to discharge the duties of a principal contractor including under Chapter 6 of the *Work Health and Safety Regulation 2011* (NSW).
- iv The Tenant must notify the Landlord within 3 Business Days of any:
- hazards or risks to the health and safety of persons using the Premises or the Landlord's Property
  - hazards, risks or incidents causing any serious lost time injury or any injury where off site medical treatment is required;
  - incident involving a near miss which, but for the near miss, could have caused any serious lost time injury or any injury where off site medical treatment is required; and
  - notifiable incidents (as defined in the WHS Law).

#### Guarantor's Liability

35. In consideration of the Landlord leasing the Premises to the Tenant in accordance with this lease, the Guarantors for themselves and each of them and each of their executors and administrators unconditionally agree that they and each of them are (with the Tenant) jointly and severally liable to the Landlord for the payment of the rent and all other amounts payable by the Tenant under this lease, and also for the due performance and observance of all the terms and conditions on the part of the Tenant contained or implied in this lease. AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the Landlord may grant to the Tenant any time or indulgence and may compound or compromise or release the Tenant without releasing or affecting the liability of the Guarantors. For clarity, in this clause 35, a reference to "this lease" includes any periodic lease and any lease for the further term stated on the front page of this lease (if any).

**Security** Tick applicable clause:  clause 36 or  clause 37

36. i In this clause, "Bank Guarantee" means a guarantee given by an Australian bank acceptable to the Landlord (in its absolute discretion) that:
- is irrevocable, unconditional and has an expiry date falling not earlier than 6 months after the Terminating Date;
  - is on terms that the Landlord accepts in its absolute discretion;
  - requires the bank to pay on demand, whether by one or more requests, the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee";
  - is drawn in favour of the Landlord to cover "all of the Tenant's obligations under the lease for the Premises and any associated documents"; and
  - is not in an electronic or digital form.
- ii On or before the Commencing Date, the Tenant must deliver the Bank Guarantee to the Landlord.
- iii The Bank Guarantee is security for the Tenant's performance under this lease and, for the avoidance of doubt, the Landlord or Landlord's Agent may apply the Bank Guarantee to recover any costs or expenses incurred by the Landlord or its Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease.
- iv The Landlord may call on the Bank Guarantee at any time.
- v The Tenant must not do anything which could prevent or delay payment by the bank to the Landlord under the Bank Guarantee.
- vi If the Landlord calls on the Bank Guarantee, then the Tenant must deliver to the Landlord a replacement or additional Bank Guarantee so that the amount of the security held by the Landlord under this clause 36 is equal to the amount stated on the front page of this lease under the heading "Security Deposit/ Bank Guarantee".
- vii The Landlord or the Landlord's Agent is under no obligation to return the Bank Guarantee to the Tenant until all the Tenant's obligations under this lease have been satisfied.
- viii The Tenant must deliver the replacement Bank Guarantee or additional Bank Guarantee to the Landlord within 5 Business Days after the Landlord gives the Tenant a notice asking for it.
- ix The Landlord's appropriation of an amount against the Bank Guarantee:
- does not constitute a waiver of a failure by the Tenant to fulfil its obligations; and
  - does not prejudice any other remedy or right of the Landlord for that failure.
- x If the Landlord sells, transfers or otherwise disposes of the Premises or the land on which the Building is situated, the Tenant must, within 10 Business Days after being requested by the Landlord or the Agent to do so, deliver to the Landlord a replacement Bank Guarantee for the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee" drawn in favour of the purchaser, transferee or donee.

- xi The Lessee's obligations under this clause are essential terms of this lease.
  - xii If in the Landlord's opinion, acting reasonably, the Tenant has satisfied all of its obligations under this lease then the Landlord must return the Bank Guarantee to the Tenant after the Terminating Date.
37. i As security for the performance and observance by the Tenant of the terms and conditions of this lease, the Tenant must pay on or before the Commencing Date in favour of the Landlord a security deposit for the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee" (Security Deposit). The Security Deposit must be paid to the Landlord's Agent or the Landlord's solicitor as directed by the Landlord. The Security Deposit must be held in trust for the exclusive benefit of the Landlord by either the Landlord's Agent or the Landlord's solicitor. All costs and fees relating to the trust account (if any) must be at the Tenant's cost. The Tenant is not entitled to any interest earned on the Security Deposit if the Landlord directs the Landlord's Agent or the Landlord's solicitor to invest the Security Deposit in an interest bearing account. Any interest earned on the Security Deposit will be the property of the Landlord.
- ii The Landlord, the Landlord's Agent or the Landlord's solicitor is entitled to deduct from the Security Deposit an amount equal to any money due but unpaid for more than 14 days by the Tenant to the Landlord under this lease or to satisfy any other obligation of the Tenant which is not satisfied or outstanding during the Term or on determination of this lease (including, without limitation, any costs or expenses incurred by the Landlord or the Landlord's Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease). If a deduction is made from the Security Deposit, the Tenant must replace the amount deducted within 5 Business Days of written request by the Landlord, the Landlord's Agent or the Landlord's solicitor so that, at all times throughout the Term, the Security Deposit is for the amount required to be provided as stated on the front page of this lease. The Landlord and the Landlord's Agent are under no obligation to return the Security Deposit to the Tenant until after the later of the Terminating Date and all the Tenant's obligations under this lease having been satisfied.

#### **Essential Terms**

38. The parties agree that clauses 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 32, 33, 36 and 37 are essential terms of this lease.

#### **No Reliance**

39. The Tenant acknowledges that, except as stated in this lease, it has not relied on any representations made by or on behalf of the Landlord or the Landlord's Agent in relation to the subject matter of this lease and that the Tenant has relied on its own independent legal, financial, taxation and other professional advice before entering into this lease.

#### **Variation**

40. This lease may not be varied or modified unless evidenced in writing and signed by the parties.

#### **Severability**

41. If any part of this lease is invalid, illegal or unenforceable, then it must be treated as excluded from this lease and the remainder of this lease will remain unaffected by such exclusion.

#### **Entire Agreement**

42. This lease is the entire agreement between the parties in respect of its subject matter and supersedes all previous communications and representations by or on behalf of the parties in respect of that subject matter.

#### **Governing Law**

43. This lease is governed by the laws of the State of New South Wales and each party irrevocably submits to the non-exclusive jurisdiction of the courts in that State.

#### **Definitions and Interpretation**

- 44. i 'Agent' in context with 'Landlord' includes the Landlord's real estate agent or managing agent and any other person authorised to act on behalf of the Landlord.
- ii 'Building' means the building in which the Premises are located.
- iii 'Business Day' means a day which is not a Saturday or Sunday and which is not a public holiday or a bank holiday in New South Wales.
- iv 'Current Market Rent' means the rent that would reasonably be expected to be paid for the Premises, as between a willing landlord and a willing tenant in an arm's length transaction (where the parties are each acting knowledgeably, prudently and without compulsion), determined on an effective rent basis, having regard to the following matters:
  - a the provisions of this lease; and
  - b the rent that would reasonably be expected to be paid for the Premises if they were unoccupied and offered for renting for the same or a substantially similar use to which the Premises may be put under this lease, but does not take into account rent concessions and other benefits that are frequently or generally offered to prospective tenants of unoccupied commercial premises.
- v 'Landlord' includes the heirs, executors, administrators and assigns of the Landlord and, where the context permits, includes the Landlord's Agent.
- vi 'Landlord's Property' means all property owned by the Landlord in the Premises including but not limited to fixtures, fittings, plant, equipment, partitions, stock and other items in the Premises which are owned, hired or leased by the Landlord and which are not the Tenant's Property.
- vii 'Tenant' includes the executors, administrators and permitted assigns of the Tenant.
- viii 'Rent Review Date' means the relevant rent review date specified in clause 27.
- ix 'Tenant's Property' means all fixtures, fittings, plant, equipment, partitions, stock and other items in the Premises which are owned, hired or leased by the Tenant and which are not the Landlord's Property.
- x 'Term' means the term of this lease as stated on the front page of this lease, and includes any further terms granted in accordance with this lease.
- xi Where the context permits, words expressed in the singular include the plural and vice versa and words referring to a person include a company.
- xii Where two or more Tenants, Landlords or Guarantors are parties, the terms and conditions of this lease bind them jointly and severally and their obligations and liabilities under this lease are joint and several.
- xiii Headings in bold have been inserted to assist the parties but they do not form part of this lease.
- xiv "Including" and similar expressions are not words of limitation.



**SPECIAL CONDITIONS**

Special conditions forming part of this lease are to be signed by the parties and attached.

**RULES AND REGULATIONS**

1. No sign, advertisement or notice must be inscribed or painted or affixed on any part of the outside or the inside of the Premises except of such colour, size and style and in such place upon or in the Building as are approved in writing by the Landlord. Upon request by the Tenant, interior signs on glass doors and on the directory tablets (as applicable) will be provided by the Landlord for the Tenant and at the Tenant's expense.
2. The Tenant must not obstruct any entrances or exits, driveways, lifts, passageways, halls, staircases or fire escapes in the Building (as the case may be) or use them or any part of them for any purpose other than for entering and exiting the Premises or the Building.
3. The Tenant must not obstruct or interfere with the rights of the Landlord or other tenants or occupiers in the Building or do anything that may cause annoyance, nuisance, danger, damage, disturbance or offence to other tenants or occupiers of the Building.
4. The Tenant must, at all times, comply with all applicable:
  - a regulations and directions of any public authority and with the terms of any insurance policy relating to the Building or its contents; and
  - b building regulations, guidelines and procedures including, without limitation, with respect to fire safety and emergency procedures.
5. The Tenant must not install or position any safe, heavy equipment or article in the Building without prior written consent of the Landlord. If the Landlord grants such consent, it may prescribe the maximum weight and the position in which the safe, equipment or article may be placed or secured, and may give directions and/or supervise the installation, positioning or securing of such safe, equipment or article at the Tenant's expense. The Tenant must make good, at the Tenant's expense, all damage caused to the Building or any part of it by the introduction, installation, presence or removal of any heavy equipment or article of which the Tenant has ownership, custody or control.
6. In the event of an emergency or other circumstance whereby any toilet or washroom on any floor of the Building are not available for use, the Landlord may temporarily withdraw the Tenant's right of exclusive use of any or all toilet or washroom facilities (if any) not affected by the emergency or circumstance, so as to ensure availability of these facilities to all occupants of the Building. No rental adjustment may be made in relation to this lease during such temporary arrangement.
7. The Tenant must give priority to passenger traffic if it uses any lift to transport any goods, equipment or furniture.

**PLEASE READ THIS LEASE CAREFULLY BEFORE AND AFTER EXECUTION**

We hereby enter into this lease and agree to all its conditions.

**SIGNED BY THE LANDLORD – where the Landlord is an individual**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Landlord /  
Authorised Representative

Date

DocuSigned by:  
*Vincent Ianni*  
5A8E19BC210842C

15/7/2022

Name of Signatory (this must be stated)

Vince Ianni

Authority of Signatory (delete whichever is not applicable)

~~Power of Attorney~~  
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness

Date

DocuSigned by:  
*Echelle Knot*  
C2E0FA290F09460

14/7/2022

Name of Witness (this must be stated)

Echelle Knot

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Landlord /  
Authorised Representative

Date

[Empty signature box]

Name of Signatory (this must be stated)

[Empty name box]

Authority of Signatory (delete whichever is not applicable)

~~Power of Attorney~~  
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness

Date

[Empty signature box]

Name of Witness (this must be stated)

[Empty name box]

**SIGNED BY THE LANDLORD - where the Landlord is a corporation**

*(to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of  ACN

pursuant to sections 127 and 128 of the *Corporations Act 2001* (Cth);

**Signature of Director / Secretary /  
Authorised Representative**

**Date**

**Name of Signatory** *(this must be stated)*

**Authority of Signatory** *(delete whichever is not applicable)*

Director / Secretary / Authorised Officer / Attorney  
(attach a copy of Power of Attorney if applicable)

**Signature of Director / Secretary /  
Authorised Representative**

**Date**

**Name of Signatory** *(this must be stated)*

**Authority of Signatory** *(delete whichever is not applicable)*

Director / Secretary / Authorised Officer / Attorney  
(attach a copy of Power of Attorney if applicable)

**SIGNED BY THE TENANT - where the Tenant is an individual**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Tenant /  
Authorised Representative**

**Date**



**Name of Signatory** *(this must be stated)*

Mohammad Dib

**Authority of Signatory** *(delete whichever is not applicable)*

~~Power of Attorney~~  
*(attach a copy)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Witness**

**Date**



**Name of Witness** *(this must be stated)*

Vince Ianni

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Tenant /  
Authorised Representative**

**Date**

**Name of Signatory** *(this must be stated)*

**Authority of Signatory** *(delete whichever is not applicable)*

Power of Attorney  
*(attach a copy)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Witness**

**Date**

**Name of Witness** *(this must be stated)*

**SIGNED BY THE TENANT - where the Tenant is a corporation**

*(to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of  ACN

pursuant to sections 127 and 128 of the *Corporations Act 2001* (Cth);

**Signature of Director / Secretary /  
Authorised Representative**

**Date**

**Name of Signatory** *(this must be stated)*

**Authority of Signatory** *(delete whichever is not applicable)*

Director / Secretary / Authorised Officer / Attorney  
(attach a copy of Power of Attorney if applicable)

**Signature of Director / Secretary /  
Authorised Representative**

**Date**

**Name of Signatory** *(this must be stated)*

**Authority of Signatory** *(delete whichever is not applicable)*

Director / Secretary / Authorised Officer / Attorney  
(attach a copy of Power of Attorney if applicable)

**SIGNED BY THE GUARANTOR**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Guarantor /  
Authorised Representative**

**Date**

**Name of Signatory** *(this must be stated)*

**Authority of Signatory** *(delete whichever is not applicable)*

Power of Attorney  
*(attach a copy)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically

**Signature of Witness**

**Date**

**Name of Witness** *(this must be stated)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Guarantor /  
Authorised Representative**

**Date**

**Name of Signatory** *(this must be stated)*

**Authority of Signatory** *(delete whichever is not applicable)*

Power of Attorney  
*(attach a copy)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically

**Signature of Witness**

**Date**

**Name of Witness** *(this must be stated)*

ISSUED BY


**REINSW**  
 REAL ESTATE INSTITUTE  
 OF NEW SOUTH WALES

# COMMERCIAL LEASE

**Note:** Suitable for small office buildings, industrial premises and shop premises which are not the subject of the *Retail Leases Act 1994* (NSW) where the term of the lease (including the period of any option) does not exceed 3 years and the Premises comprise Torrens title land.

This lease is made in duplicate on 18 / 07 / 2022  
 at AQ Properties - Shop 9/15 Amy Street, Regents Park NSW 2143 in the State of New South Wales.

## PARTIES

Between SDT Constructions - The Trustee For Sydney Developments (Name, address, ABN and email address* (see note)) ABN: 38715571616 - Email: rentals@aqproperties.com.au - Phone: 02 8733 2083	<b>Landlord</b>
whose agent is AQ Properties - Shop 9/15 Amy Street, Regents Park NSW 2143 (Name, business address, ABN and email address* (see note)) ABN: 85623361562 - Email: mqader@aqproperties.com.au - Phone: 02 8733 2083	<b>Agent</b>
and Jack Ker - Waratah Food Pty Ltd (Name, business address, ABN and email address* (see note)) Email: tnjconstruction62@yahoo.com.au - Mobile: 0406299049	<b>Tenant</b>
and (Name, business address, ABN and email address* (see note))	<b>Guarantor</b>

\* **Note:** By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

## GST REGISTRATION

The Landlord is registered for GST  Yes  No

The Tenant is registered for GST  Yes  No

## PREMISES

The Landlord leases the premises known as 77B Auburn Rd, Birrong NSW 2143 (address)  
 (title reference) (Premises)

including all the Landlord's Property.

## PERMITTED USE

The Premises must only be used as Commercial Shop (Permitted Use).

## RENT

Except as otherwise provided the rent is \$1500.00 (excl. GST)  
 per month with the first instalment equal to an amount of \$1500.00 commencing on 01 / 09 / 2022,  
 and payable in advance by the Tenant on the 1st day of every month  
 to the Landlord or Agent in the form or manner as directed by the Landlord/Agent on or before the Commencing Date or as the Landlord/  
 Agent notifies in writing to the Tenant from time to time.

## TERM

The term of this lease is 2 x 2 years lease with a 6 month demolition clause  
 commencing on 01 / 09 / 2022 (Commencing Date) and ending on 01 / 09 / 2024 (Terminating Date).

## SECURITY DEPOSIT / BANK GUARANTEE (tick applicable box)

The Security Deposit or Bank Guarantee is for an amount equal to \$ Already Held  
 and as referred to in clause  36 or  37 (as applicable)

## OPTION

Subject to clause 26 of this lease the Landlord offers a renewal of this lease for a further term of 2 years  
 and  months.

## RENT REVIEW METHOD AND DATES

Refer to clause 27 of this lease.

## HOLDING OVER

If, following the Terminating Date, the Tenant remains in occupation of the Premises with the prior written consent of the Landlord, this lease will continue as a periodic lease from month to month at a rent determined in accordance with the rent review method specified in clause 27 or, if no rent review method is specified in clause 27, at a rent to which both parties agree. If no rent review method is specified in clause 27 and the parties are unable to agree on the rent, the rent will be determined in accordance with the rent review method in clause 27B.

**OUTGOINGS** Tick applicable box and specify percentage:

The Tenant's percentage of outgoings to be paid in accordance with Clause 13(i) is  %

OR

The Tenant's percentage of any increases in outgoings to be paid in accordance with Clause 13(ii) is  %

**INSURANCE**

The minimum amount of cover for public liability insurance referred to in clause 11(iv) at the Commencing Date is:

\$20,000,000

OR

\$  (specify other amount) (tick applicable amount)

**CONDITIONS**

The parties agree to the conditions set out above and on the following pages and also to those conditions implied by Sections 84 and 85 of the *Conveyancing Act 1919*, which are not expressly negated or modified by this lease.

**Note:** It is advisable for the Tenant to insure the Tenant's own property

**THE LANDLORD AGREES:**

**Security**

1. To ensure that the external doors and windows contain locks and/or catches that are in working order.

**Use of Premises**

2. To allow the Tenant to use and occupy the Premises without unreasonable interference by the Landlord or their Agent.

**Rates and Taxes**

3. Unless billed directly to the Tenant by a relevant authority, to pay council, water and sewerage rates, land tax and other levies promptly.

**Tax Invoices**

4. To issue tax invoices (where applicable) showing the Tenant's name, the address of the Premises, the ABN of the Landlord, the amount payable, the period to which the amount relates, and other such requirements as determined by the Australian Taxation Office from time to time in relation to a valid tax invoice.

**THE TENANT AGREES:**

**Rent**

5.
  - i To pay the rent on time by equal instalments in advance (and proportionately for any part of the instalment period) in the manner that the Landlord or Agent may direct from time to time. The Tenant must pay the rent without set-off, counterclaim, withholding or deduction.
  - ii To pay, on demand, interest at the rate of 8% per annum above the base lending rate from time to time of the Commonwealth Bank of Australia (or such other institution as the Landlord may reasonably nominate), compounding monthly on any money payable under this lease to the Landlord which is not received by the Landlord by the date required under this lease. Interest payable under this clause must be calculated from and including the date the outstanding payment was due to and including the date it is actually received by the Landlord.

**Consents**

6. To obtain, keep current and comply with at its own expense all necessary consents that may be required from local government or other authorities to carry on their proposed business at the Premises (being a business that falls within the Permitted Use).

**Charges**

7. To pay all charges for utilities, including without limitation gas, electricity, telecommunications, water usage and garbage or sanitary rates or charges (as applicable), relating to the Tenant's use and occupation of the Premises.

**Care and Security of Premises**

8. To take care of the Premises and to keep them in a clean and secure condition, and in particular:
  - i To make no alterations or additions to the Premises, including the erection of any sign or antenna or the installation of an air-conditioning unit, solar panels or any mechanical services, without the prior written consent of the Landlord.
  - ii Not to do any decorating that involves marking, defacing or painting any part of the Premises, without the prior written consent of the Landlord.
  - iii Not to put anything down any sink, toilet or drain likely to cause obstruction or damage.
  - iv Not to keep animals on the Premises, without the prior written consent of the Landlord.
  - v To notify the Landlord promptly of any infectious disease and take all necessary steps and actions to keep the Premises free of any pest, insect or vermin.
  - vi To ensure that rubbish is not accumulated on the Premises and to remove all trade refuse regularly and in a manner acceptable to the Landlord, and to sort and deposit any refuse that is suitable for recycling in the correct recycling receptacles (if any) provided in the Building and/or on the Premises.
  - vii To notify the Landlord promptly of any loss, damage, accident or defect in or on the Premises as soon as the Tenant becomes aware of the issue.
  - viii To keep the Premises clean and tidy at all times. Unless clause 32 applies, if the Tenant engages an independent cleaning contractor to clean the Premises, it must provide details of such contractor to the Landlord or the Agent as required by the Landlord and/or the Agent.
  - ix Secure the Premises when they are unoccupied and comply with the Landlord's directions or instructions from time to time in relation to the security, fire, safety or related requirements and procedures of the Building.

- x To undertake any works in relation to the Premises as required by legislation from time to time, at the Tenant's cost and subject to the Landlord's prior written approval of such works (not to be unreasonably withheld), including but not limited to works on any external door or window and associated catch or locking mechanism.
- xi Except to the extent required for the Permitted Use stated on the front page of this lease, not bring onto, store, use, manufacture, produce or release any inflammable substance or dangerous substance onto the Premises or the land on which the Premises are situated.
- xii Must not do anything in or around the Premises or Building that may cause annoyance, nuisance, danger, damage, disturbance or offence to the occupiers or owners of any nearby premises or to the Landlord.

#### Permitted Use and Occupation

- 9. i To use the Premises only for the Permitted Use and not for any other purpose.
- ii That it has independently satisfied itself that the Premises are suitable for the Permitted Use.
- iii Not to sleep or permit anyone to sleep on the Premises unless the Premises or a portion of the Premises is zoned for residential use and the Landlord has given prior written consent.

#### Rules and Regulations

- 10. To ensure that the Tenant and the Tenant's employees, licensees, contractors and agents comply with any rules, regulations and by-laws applicable to the Premises and the Building (if any). Such rules, regulations and by-laws may be created, amended, supplemented or replaced from time to time by the Landlord (and, if the Premises form part of a strata scheme, by the owners corporation). This lease prevails to the extent that any such rule, regulation or by-law (other than any rule, regulation or by-law of a strata scheme) is inconsistent with the Tenant's rights and obligations under this lease.

#### Insurance

- 11. i To arrange and keep current all insurances required by law, including but not limited to workers compensation insurance (as applicable) in relation to the Premises.
- ii To insure and keep insured all glass, windows and doors of the Premises for at least their full replacement value.
- iii To arrange and keep current insurances in relation to the Tenant's business, including the Tenant's property and stock in or on the Premises.
- iv To arrange and keep current public risk insurance covering liability in respect of personal injury, death, property damage, product liability and contractual liability arising from the occupation and/or use of the Premises by the Tenant for the minimum amount per occurrence as noted in this lease or such other reasonable amount notified by the Landlord to the Tenant from time to time.
- v To pay any additional insurance premiums payable by the Landlord as a result of the Tenant's acts or omissions.
- vi To ensure that all insurances effected under this clause are on terms and are provided by an insurer acceptable to the Landlord (acting reasonably) and which note the Landlord as an interested party.
- vii To do nothing in or to the Premises or the Building or keep anything in the Premises or the Building that would or is likely to increase an insurance premium payable on the Premises or the Building except with the prior written consent of the Landlord.
- viii To do nothing which is likely to prejudice, cancel or invalidate any insurance policy which the Tenant or the Landlord has in relation to the Premises or the Building and to promptly notify the Landlord of any circumstances which is likely to prejudice, cancel or invalidate any such insurance policy.

#### Risk and Indemnity

- 12. i To occupy and use the Premises at the Tenant's own risk.
- ii To indemnify, and to keep indemnified, the Landlord against any claim, demand, remedy, suit, injury, damage, loss, cost and liability in respect of:
  - a any non-payment or delayed payment of rent;
  - b the loss of or damage to part or the whole of the Premises or the Building (or both);
  - c any person for the loss of or damage to their personal property; and
  - d any person for personal injury or death,
 which occurs arising out of any breach or unlawful or negligent act or omission of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- iii In such circumstances the Tenant must meet all claims whether they are made directly against the Tenant or against the Landlord. Any resultant repairs to or works on the Premises or to any part of the Building must be carried out at the Tenant's cost by builders or contractors approved by the Landlord.
- iv To the full extent permitted by law, the Tenant releases the Landlord, its employees, officers, agents and contractors and the Agent from all actions, suits, claims, remedies and demands of any kind and from all liability which may arise in relation to or in connection with any loss, damage, liability, cost, expenses, injury or death in, near or with respect to the Building or the Premises except to the extent it is caused by the Landlord's unlawful or negligent act or omission.

#### Outgoings

- 13. i To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, amounts equal to the Tenant's percentage of outgoings noted in this lease of any and all outgoings and expenses relating to the Premises, the Building and/or the land on which the Building is situated including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and/or the land on which the Building is situated. Land tax must be calculated on the basis that the land on which the Building is situated was the only land owned by the Landlord.

#### OR

- ii To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, for the percentage noted in this lease of all increases in any and all outgoings and expenses relating to the Premises, the Building and/or the land on which the Building is situated including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and/or the land on which the Building is situated from the financial year that ended immediately before the

Commencing Date. Land tax must be calculated on the basis that the land on which the Building is situated was the only land owned by the Landlord.

#### AIR CONDITIONING

14. i If one or more air-conditioning units are installed in the Premises and exclusively services the Premises, the Tenant must ensure that they are regularly serviced and maintained (excluding repairs of a capital nature) at the Tenant's cost with a licensed contractor and, on request by the Landlord, the Tenant must supply the Landlord with a copy of service records and documentation (as applicable).
  - ii If the Landlord and Tenant agree that any air-conditioning unit that exclusively services the Premises is to be replaced, and the Premises form part of a strata scheme, the Tenant agrees that any proposed works (including removal of any existing air-conditioning unit) and specifications relating to the replacement air-conditioning unit must comply with relevant by-laws of the strata scheme, any applicable law or regulation and, where necessary, be approved by the owners corporation of such strata scheme.
  - iii The Landlord is responsible for any works of a capital nature relating to any air-conditioning unit that exclusively services the Premises, other than any such unit installed by or at the request of the Tenant or a predecessor in title of the Tenant.
15. The Landlord is under no obligation to remove, or carry out works not covered by clause 14iii in respect of, any air-conditioning unit installed in, or supplied to, the Premises and, if no air-conditioning unit exists at the Commencing Date, the Landlord is under no obligation to install any air-conditioning unit or other mechanical services.

#### BOTH PARTIES AGREE THAT:

##### Unforeseen Event

16. i This clause 16 applies if the whole or a substantial part of the Premises or the Building is destroyed or damaged so that the Premises are substantially unfit for use or are substantially inaccessible.
- ii If the Premises or the Building (as the case may be) cannot be or are not (or is not) reinstated within a reasonable time, then each of the Landlord and Tenant have the right to terminate this lease on giving at least 5 Business Days' written notice to the other.
- iii The Landlord will not be obligated to reinstate the Premises or the Building. However, for the period during which the Premises are substantially unfit for use or are substantially inaccessible, the rent and other money payable by the Tenant under this lease will abate in proportion with the reduction in usability or accessibility.
- iv Despite anything in this clause 16 to the contrary, the Tenant will not be entitled to terminate this lease under clause 16ii or to abatement under clause 16iii if the destruction or damage was caused or contributed to by the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees or if any insurance policy does not apply as a result of the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

##### Inspections and Condition of Premises

17. The Landlord or Agent must inspect the Premises at the Commencing Date and at the end of this lease and take note of the condition of the Premises including the state of cleanliness, state of repair and working order of appliances and services. The Tenant accepts the condition of the Premises as at the Commencing Date. Subject to any contrary provision in this lease, the Landlord is not under any obligation to carry out any repairs, maintenance, additions or alterations. The Tenant must, at its cost, provide to the Landlord or Agent a completed condition report relating to the Premises prior to the Commencing Date if required to do so by the Landlord or Agent.

##### Repairs and Maintenance

18. i The Tenant must keep the Premises and the Landlord's Property in good repair and condition, and must repair any damage to the Premises or the Landlord's Property caused or contributed to by the neglect, breach or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees. Any repair or maintenance must be carried out at the cost of the Tenant in a proper and workmanlike manner by suitably licensed and appropriately insured contractors. The Tenant must maintain and keep in good repair and condition in the Premises any fire equipment and essential services equipment that is required from time to time by any relevant authority.
- ii The Tenant must ensure that all necessary and required inspections relating to facilities in the Premises, including, but not limited to, air-conditioning systems, fire equipment, essential services equipment and lifts (as applicable), are undertaken at appropriate periodic intervals and that all associated certifications are issued. The Tenant must promptly provide to the Landlord a copy of any such certification.
- iii The Tenant must ensure that, at all times, the Tenant and the Tenant's employees, officers, agents, contractors and invitees comply with all laws, rules and regulations relating to the use or occupation of the Premises including all applicable work, health and safety legislation.
- iv The Tenant is not responsible for repairing fair wear and tear or for any repair, replacement or maintenance to the extent that it is necessary as a result of fire, storm water, lightning, storm, flood, explosion, riot, civil commotion or terrorism, but except to the extent that any fair wear and tear is caused by or such repair, replacement or maintenance is rendered necessary by any particular use of, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- v The Tenant is not required to carry out or contribute to any costs or expenses of any works of a capital or structural nature except to the extent that the works are rendered necessary by any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

##### Access

19. i The Landlord must respect the Tenant's right to privacy.
- ii The Tenant must allow access to the Landlord or Agent:
  - a when it is reasonable that they or either of them should view the condition of the Premises or to enable them to comply with any law or requirement of any relevant authority, or to carry out any work to the Premises or any adjacent property of the Landlord by contractors authorised by the Landlord or Agent; or
  - b to erect 'to let' signs and to show the Premises to prospective tenants, on reasonable notice to the Tenant; or
  - c to erect 'for sale' signs and to show the Premises to prospective purchasers, on reasonable notice to the Tenant.
- iii The Landlord must give the Tenant reasonable notice of the time and date for such access which is to be as convenient as possible for the parties.
- iv The Landlord or Agent may have access to the Premises at any time on reasonable notice to the Tenant or without notice in the case of an emergency or to carry out urgent repairs.

- v If normal trading hours apply to the Building, then the Tenant may not use the Premises outside such normal trading hours unless it complies, at the Tenant's cost, with the Landlord's requirements relating to security or use of facilities in the Building (if any). If required by the Landlord, the Tenant must pay the Landlord's costs in connection with the Tenant using the Premises outside the normal trading hours, including without limitation costs associated with any security or other personnel and costs associated with the use of facilities in the Building.

#### **Costs, Disbursements and Expenses**

- 20. i The Tenant must pay their own legal costs, disbursements and expenses and must pay the reasonable legal costs, disbursements and expenses of the Landlord in relation to the preparation, negotiation and execution of this lease.
  - ii The Tenant must pay the stamp duty and registration fees (if any) payable in connection with this lease.
  - iii The Tenant must pay all legal costs, disbursements and expenses of the Landlord in relation to any breach by the Tenant (including, without limit, in connection with any breaches set out in clause 28) and the exercise or proposed exercise of any right, power or remedy available to the Landlord.
  - iv The Tenant must pay the Landlord's costs, disbursements and expenses reasonably incurred by the Landlord in connection with a request by the Tenant for the Landlord's consent under this lease whether such consent is granted or not.
- v By way of demand, the Landlord must provide the Tenant with a copy of any account presented to the Landlord in respect of any of the Landlord's costs, disbursements and expenses referred to in this clause (as may be applicable) and the Tenant must reimburse the Landlord such costs, disbursements and expenses within 14 days of the Tenant being provided with the Landlord's demand.

#### **GST**

21. In this clause 21, words or expressions which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as given in that Act. Except to the extent that this lease expresses them to be inclusive of GST, any amounts, including rent and outgoings, referred to in this lease which are payable by the Tenant to the Landlord, or on behalf of the Landlord, under this lease, are exclusive of GST. If GST is imposed on any supply made to the Tenant under or in accordance with this lease then, unless it is expressed to be inclusive of GST, the amount the Tenant must pay for that supply is increased by the amount of that GST. The Landlord must provide to the Tenant a valid tax invoice in respect of the supply. If the rate of GST is increased or decreased, the parties agree that any amounts referred to in this lease that are expressed to be inclusive of GST must be varied accordingly.

#### **Compliance with laws**

- 22. i Subject to clause 22ii, each party must observe, as applicable to itself, all relevant laws, regulations, by-laws and other standards with respect to the Premises. The Landlord will not be obligated to observe a requirement under any such laws, regulations, by-laws or other standards to the extent that it applies in whole or in part as a result of any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- ii The Tenant must ensure that it observes and complies with, at its cost, all relevant laws, regulations, notices, orders and requirements of any relevant authority, including all fire safety requirements applicable to the Premises. However, before complying with any such law, regulation, notice, order or requirement, the Tenant must obtain the Landlord's and/or the Agent's consent where such consent is required under this lease.

#### **Notices**

23. Any written notice required or authorised by this lease:
- i Must be served on the Tenant personally, by pre-paid post to the Premises, by being left in the post box, if any, at the Premises or sent by email to the Tenant's email address stated in this lease or as otherwise notified in writing from time to time by the Tenant to the Landlord.
  - ii Must be served on the Landlord or Agent personally, by pre-paid post to their address as shown in this lease or as notified in writing from time to time to the Tenant, by being left in the post box, if any, at that address or by email to the email address of the Landlord or Agent stated in this lease or as otherwise notified in writing from time to time by the Landlord or the Agent or Landlord's solicitor.
  - iii Where it has been sent by pre-paid post, will be deemed to be served on the earlier of the day it is actually delivered or the 7th Business Day after posting.
  - iv Where it has been sent by email, will be deemed to be served as soon as it is sent, unless the sender receives an automated message indicating that there was an error in the transmission of the email.
  - v May take effect on any day of the month if it relates to the termination of a periodic lease provided it gives the required period of notice.

#### **Mitigation**

24. Where there has been a breach of any condition of this lease by a party, the other parties must take all reasonable steps to minimise any loss or damage which may be, or has been, incurred.

#### **Disputes**

25. In any dispute or proceedings between the parties, the parties must act reasonably and in good faith and without delay and make all admissions necessary to enable the real issues to be efficiently determined and resolved.

#### **Renewal/Option**

- 26. i The Tenant must give to the Landlord or the Agent notice in writing not more than 6 months and not less than 4 months prior to the expiration of the initial Term if the Tenant wishes to take a renewal of this lease for the further term stated on the front page of this lease (if any). Provided that the Tenant has given notice in accordance with this clause (time being of the essence), has duly and punctually paid the rent and has duly performed and observed on the Tenant's part all conditions and obligations contained in this lease up to the expiration of the initial Term, the Landlord will, at the cost of the Tenant, grant the Tenant the further term.
- ii The starting rent for a further term is to be determined in accordance with the Rent Review Method specified in clause 27 and subject to clauses 27(ii) and 27(iii). If no choice is selected, then the starting rent must be determined in accordance with a CPI Review as calculated under clause 27B and subject to clauses 27(ii) and 27(iii).
- iii A lease for any further term must be on the same terms as this lease (including any special conditions and variations to this lease which have become effective during the initial Term) except that the Commencing Date and Terminating Date must be replaced in accordance with the commencing date and terminating date of the further term, the rent from the commencing date of the further term must be the amount determined under clause 26(ii), the provisions relating to renewal/option (including this clause 26) are to be deleted in such a lease and the rent review methods and rent review dates for the further term must be as per the relevant methods and dates for any new lease as indicated in clause 27.



**Rent Review**

- 27. i Rent reviews must be conducted by the following methods (*tick the applicable rent review method*) on each of the following specified dates (*tick applicable box for review dates*) and if more than one method is selected then the greater amount must be the revised rent.
- ii The parties agree that if the rent is not determined by a Rent Review Date, the Tenant must continue to pay the rent payable immediately before the Rent Review Date until the new rent is determined, with the new rent to apply from the relevant Rent Review Date. The Tenant must account in favour of the Landlord for any difference in rent from the relevant Rent Review Date to the date the new rent is determined in the manner directed by the Landlord or the Agent.
- iii Despite any other provision in this lease, the rent from a Rent Review Date must not be less than the rent payable immediately prior to the relevant Rent Review Date.

**27A Market Review**

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other:

- i If this option is selected, then, at least 30 days before the relevant Rent Review Date, the Landlord may notify the other in writing that the rent is to be varied to an amount representing the Current Market Rent for the Premises.
- ii If the Landlord and the Tenant do not agree as to the Current Market Rent then such rent must be determined by the President of the Real Estate Institute of New South Wales or his /her appointee. The costs of such rental determination must be borne in equal shares by the parties unless otherwise agreed between the parties.
- iii Despite clauses 27A(i) and 27A(ii), the Landlord and Tenant may agree to a rent representing the Current Market Rent after the relevant Rent Review Date.
- iv A rent agreed or determined under this clause must not be less than the rent payable immediately before the relevant Rent Review Date and must apply from the relevant Rent Review Date.

**27B CPI Review**

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other:

If this option is selected or if, in relation to any date referred to in this clause 27 for which a review option may be selected (other than the commencing date of any periodic lease from month to month), no such selection is made, then on and from each relevant Rent Review Date, the revised rent payable under this lease must be determined in accordance with the following formula:

$$\$A = B \times C / D$$

- Where:
- A is the revised rent;
  - B is the rent payable in the 12 month period immediately prior to the relevant Rent Review Date;
  - C is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the relevant Rent Review Date; and
  - D is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the date falling 12 months prior to the relevant Rent Review Date.

**27C Fixed Percentage**

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other:

If this option is selected, then the rent on and from each relevant Rent Review Date is calculated as follows:

$$R2 = R1 + (R1 \times FP)$$

- Where:
- R2 is the rent payable on and from the relevant Rent Review Date;
  - R1 is the rent payable immediately before the relevant Rent Review Date; and
  - FP is the fixed percentage nominated for the Rent Review Date.

The fixed percentage (FP) is:

**27D Fixed Amount**

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other:

If this option is selected, then the rent on and from the relevant Rent Review Date is calculated as follows:

$$X2 = X1 + FA$$

Where: X2 is the rent payable on and from the relevant Rent Review Date;  
X1 is the rent payable immediately before the relevant Rent Review Date; and  
FA is the fixed amount nominated for the relevant Rent Review Date.

The fixed amount (FA) is:

**Termination**

28. i If this lease has become a periodic lease from month to month, the Landlord or Tenant may terminate it by giving 1 months' written notice to the other party.
- ii The Landlord will have the right to terminate this lease by written notice to the Tenant and re-enter the Premises or to continue this lease as a periodic lease from week to week:
- a where the Landlord has given the Tenant a notice of breach and the Tenant has not remedied the breach within the period specified in the notice;
- b where the Tenant has failed to pay rent for a period in excess of 14 days, whether formally demanded or not;
- c where the Tenant has seriously or persistently breached any clause of this lease; or
- d to the extent permitted by law, upon the Tenant and/or Guarantor being declared bankrupt or insolvent according to the law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in force for the relief of bankrupts or insolvents. (Section 85 (1) (d) of the *Conveyancing Act 1919*, as amended, is hereby varied accordingly.)
- iii If the Landlord intends to exercise its right to continue this lease as a periodic lease from week to week, it must serve the Tenant with a written notice stating the reason and informing the Tenant of the variation to this lease. Upon service of the notice, this lease must continue with all its conditions, except for the Term and holding over conditions, as a periodic lease from week to week, which may be terminated by 7 days' written notice from the Landlord or Tenant.
- iv The Landlord will have the right to re-enter the Premises without giving notice if there are reasonable grounds to believe the Premises have been abandoned.
- v Any action by the Landlord or the Tenant in accordance with clauses 28(ii), 28(iii), 28(iv) or (vi), will not affect any claim for damages in respect of a breach of a term or condition of this lease.
- vi Upon termination or expiry of this lease, the Tenant must remove from the Premises all of the Tenant's Property, including removal and re-alteration of any additions and alterations made by the Tenant, except any item which the Landlord has notified the Tenant that it need not be removed. The Tenant must promptly make good any damage or defacement occasioned to any part of the Premises in the course of such removal and/or re-alteration, failing which the Landlord may, but is not obliged to, do any works as necessary to repair the damage or defacement and to restore and make good the Premises to a clean and tidy condition free from rubbish in accordance with this sub-clause and clause 28(vii), at the Tenant's expense.
- vii Upon the termination or expiry of this lease for any reason, the Tenant must promptly and peacefully give the Landlord vacant possession of the Premises in the condition it was in on the Commencing Date and in the state of repair required by this lease and must, at the same time, hand over all keys, security cards and passes for the Premises and/or the Building.

**Termination Notice by Landlord**

29. i If the Tenant receives from the Landlord or Agent a notice terminating this lease or a notice demanding immediate possession of the Premises in accordance with the terms of this lease, any acceptance of or demand for rent or money by the Landlord will not of itself be evidence of a new lease with the Tenant nor alter the legal effect of the notice.
- ii Where the Tenant unlawfully remains in possession after termination of this lease, the Landlord will be entitled, in addition to any other claim, to payments equal to the rent as compensation for the Tenant's use and/or occupation of the Premises.

**Redecoration**

30. Regardless of the condition of the Premises on the Commencing Date or fair wear and tear, the Tenant must redecorate the Premises (including, without limitation, paint and re-carpet) during the last 3 months before the Terminating Date or, if earlier terminated, then before the Tenant vacates the Premises.

**Parting With Possession**

31. i The Tenant must not assign, sub-let, license or part with possession of the Premises or this lease or any part of the Premises or this lease except with the prior written consent of the Landlord (which must not be unreasonably withheld).
- ii In seeking the Landlord's consent referred to in this clause, the Tenant must give the Landlord at least 28 days' prior written notice requesting such consent and the Tenant must pay the Landlord any reasonable costs incurred by the Landlord in considering and otherwise dealing with the Tenant's request, whether or not consent is given.
- iii The Tenant must provide the Landlord with any information the Landlord requires about the financial standing, resources or business experience of the proposed tenant and any proposed guarantor.
- iv The Tenant must ensure that the proposed tenant and proposed guarantor (if any) enter into a deed before this lease is assigned in a form reasonably required by the Landlord under which the proposed assignee covenants to perform all of the Tenant's obligations under this lease.
- v If the Landlord requires, the Tenant must ensure that the proposed tenant procures a guarantor acceptable to the Landlord who must give similar guarantees and indemnities as set out in this lease.

- vi The Tenant must pay all stamp duty and other taxes in relation to any assignment, sublease or other dealing under this clause 31.

#### Cleaning

32. i If the Landlord engages cleaning contractors to clean the Premises, the Tenant must allow such persons to clean the Premises and the Tenant must pay the Landlord the sum demanded by the Landlord for such cleaning at the same time and in the same manner as rent is payable under this lease. Such sums may be recovered by the Landlord in the same manner as rent is recoverable.
- ii The Landlord is not responsible to the Tenant for any loss or damage however occurring or caused by its cleaning contractors, or that contractor's employees, agents or sub-contractors.

#### Strata Title Conversion

33. The Landlord may register a strata plan, easements, covenants and other title dealings insofar as the same relates to the Building, or any part of it. If required by the Landlord, the Tenant must promptly provide its written consent to the strata plan, easements, covenants and other title dealings, in the form required by the Landlord, to the NSW Land Registry Services or any other relevant government authority. After registration of the strata plan, the Tenant must comply with any by-laws which are not inconsistent with the terms of this lease.

#### Work Health and Safety

34. i For the purposes of this clause 34, WHS Law means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW).
- ii The Tenant agrees and acknowledges that it has management and control of the Premises for the purposes of the WHS Law. The Tenant must comply with, and ensure that its employees, licensees, contractors and agents comply with, the WHS Law and any applicable codes of practice, and ensure that it has adequate systems in place to identify, minimise and control all hazards.
- iii If any works on the Premises includes a 'construction project' (as defined in the WHS Law), the Tenant will have principal contractor obligations under the WHS Law in respect of the works, unless it validly appoints another person as principal contractor and authorises the person to have the necessary management and control of the Premises to perform their duties as principal contractor and to discharge the duties of a principal contractor including under Chapter 6 of the *Work Health and Safety Regulation 2011* (NSW).
- iv The Tenant must notify the Landlord within 3 Business Days of any:
- hazards or risks to the health and safety of persons using the Premises or the Landlord's Property
  - hazards, risks or incidents causing any serious lost time injury or any injury where off site medical treatment is required;
  - incident involving a near miss which, but for the near miss, could have caused any serious lost time injury or any injury where off site medical treatment is required; and
  - notifiable incidents (as defined in the WHS Law).

#### Guarantor's Liability

35. In consideration of the Landlord leasing the Premises to the Tenant in accordance with this lease, the Guarantors for themselves and each of them and each of their executors and administrators unconditionally agree that they and each of them are (with the Tenant) jointly and severally liable to the Landlord for the payment of the rent and all other amounts payable by the Tenant under this lease, and also for the due performance and observance of all the terms and conditions on the part of the Tenant contained or implied in this lease. AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the Landlord may grant to the Tenant any time or indulgence and may compound or compromise or release the Tenant without releasing or affecting the liability of the Guarantors. For clarity, in this clause 35, a reference to "this lease" includes any periodic lease and any lease for the further term stated on the front page of this lease (if any).

#### Security Tick applicable clause: clause 36 or clause 37

36. i In this clause, "Bank Guarantee" means a guarantee given by an Australian bank acceptable to the Landlord (in its absolute discretion) that:
- is irrevocable, unconditional and has an expiry date falling not earlier than 6 months after the Terminating Date;
  - is on terms that the Landlord accepts in its absolute discretion;
  - requires the bank to pay on demand, whether by one or more requests, the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee";
  - is drawn in favour of the Landlord to cover "all of the Tenant's obligations under the lease for the Premises and any associated documents"; and
  - is not in an electronic or digital form.
- ii On or before the Commencing Date, the Tenant must deliver the Bank Guarantee to the Landlord.
- iii The Bank Guarantee is security for the Tenant's performance under this lease and, for the avoidance of doubt, the Landlord or Landlord's Agent may apply the Bank Guarantee to recover any costs or expenses incurred by the Landlord or its Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease.
- iv The Landlord may call on the Bank Guarantee at any time.
- v The Tenant must not do anything which could prevent or delay payment by the bank to the Landlord under the Bank Guarantee.
- vi If the Landlord calls on the Bank Guarantee, then the Tenant must deliver to the Landlord a replacement or additional Bank Guarantee so that the amount of the security held by the Landlord under this clause 36 is equal to the amount stated on the front page of this lease under the heading "Security Deposit / Bank Guarantee".
- vii The Landlord or the Landlord's Agent is under no obligation to return the Bank Guarantee to the Tenant until all the Tenant's obligations under this lease have been satisfied.
- viii The Tenant must deliver the replacement Bank Guarantee or additional Bank Guarantee to the Landlord within 5 Business Days after the Landlord gives the Tenant a notice asking for it.
- ix The Landlord's appropriation of an amount against the Bank Guarantee:
- does not constitute a waiver of a failure by the Tenant to fulfil its obligations; and
  - does not prejudice any other remedy or right of the Landlord for that failure.
- x If the Landlord sells, transfers or otherwise disposes of the Premises or the land on which the Building is situated, the Tenant must, within 10 Business Days after being requested by the Landlord or the Agent to do so, deliver to the Landlord a replacement Bank Guarantee for the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit / Bank Guarantee" drawn in favour of the purchaser, transferee or donee.

- xi The Lessee's obligations under this clause are essential terms of this lease.
  - xii If in the Landlord's opinion, acting reasonably, the Tenant has satisfied all of its obligations under this lease then the Landlord must return the Bank Guarantee to the Tenant after the Terminating Date.
37. i As security for the performance and observance by the Tenant of the terms and conditions of this lease, the Tenant must pay on or before the Commencing Date in favour of the Landlord a security deposit for the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee" (Security Deposit). The Security Deposit must be paid to the Landlord's Agent or the Landlord's solicitor as directed by the Landlord. The Security Deposit must be held in trust for the exclusive benefit of the Landlord by either the Landlord's Agent or the Landlord's solicitor. All costs and fees relating to the trust account (if any) must be at the Tenant's cost. The Tenant is not entitled to any interest earned on the Security Deposit if the Landlord directs the Landlord's Agent or the Landlord's solicitor to invest the Security Deposit in an interest bearing account. Any interest earned on the Security Deposit will be the property of the Landlord.
- ii The Landlord, the Landlord's Agent or the Landlord's solicitor is entitled to deduct from the Security Deposit an amount equal to any money due but unpaid for more than 14 days by the Tenant to the Landlord under this lease or to satisfy any other obligation of the Tenant which is not satisfied or outstanding during the Term or on determination of this lease (including, without limitation, any costs or expenses incurred by the Landlord or the Landlord's Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease). If a deduction is made from the Security Deposit, the Tenant must replace the amount deducted within 5 Business Days of written request by the Landlord, the Landlord's Agent or the Landlord's solicitor so that, at all times throughout the Term, the Security Deposit is for the amount required to be provided as stated on the front page of this lease. The Landlord and the Landlord's Agent are under no obligation to return the Security Deposit to the Tenant until after the later of the Terminating Date and all the Tenant's obligations under this lease having been satisfied.

#### Essential Terms

38. The parties agree that clauses 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 32, 33, 36 and 37 are essential terms of this lease.

#### No Reliance

39. The Tenant acknowledges that, except as stated in this lease, it has not relied on any representations made by or on behalf of the Landlord or the Landlord's Agent in relation to the subject matter of this lease and that the Tenant has relied on its own independent legal, financial, taxation and other professional advice before entering into this lease.

#### Variation

40. This lease may not be varied or modified unless evidenced in writing and signed by the parties.

#### Severability

41. If any part of this lease is invalid, illegal or unenforceable, then it must be treated as excluded from this lease and the remainder of this lease will remain unaffected by such exclusion.

#### Entire Agreement

42. This lease is the entire agreement between the parties in respect of its subject matter and supersedes all previous communications and representations by or on behalf of the parties in respect of that subject matter.

#### Governing Law

43. This lease is governed by the laws of the State of New South Wales and each party irrevocably submits to the non-exclusive jurisdiction of the courts in that State.

#### Definitions and Interpretation

- 44. i 'Agent' in context with 'Landlord' includes the Landlord's real estate agent or managing agent and any other person authorised to act on behalf of the Landlord.
- ii 'Building' means the building in which the Premises are located.
- iii 'Business Day' means a day which is not a Saturday or Sunday and which is not a public holiday or a bank holiday in New South Wales.
- iv 'Current Market Rent' means the rent that would reasonably be expected to be paid for the Premises, as between a willing landlord and a willing tenant in an arm's length transaction (where the parties are each acting knowledgeably, prudently and without compulsion), determined on an effective rent basis, having regard to the following matters:
  - a the provisions of this lease; and
  - b the rent that would reasonably be expected to be paid for the Premises if they were unoccupied and offered for renting for the same or a substantially similar use to which the Premises may be put under this lease, but does not take into account rent concessions and other benefits that are frequently or generally offered to prospective tenants of unoccupied commercial premises.
- v 'Landlord' includes the heirs, executors, administrators and assigns of the Landlord and, where the context permits, includes the Landlord's Agent.
- vi 'Landlord's Property' means all property owned by the Landlord in the Premises including but not limited to fixtures, fittings, plant, equipment, partitions, stock and other items in the Premises which are owned, hired or leased by the Landlord and which are not the Tenant's Property.
- vii 'Tenant' includes the executors, administrators and permitted assigns of the Tenant.
- viii 'Rent Review Date' means the relevant rent review date specified in clause 27.
- ix 'Tenant's Property' means all fixtures, fittings, plant, equipment, partitions, stock and other items in the Premises which are owned, hired or leased by the Tenant and which are not the Landlord's Property.
- x 'Term' means the term of this lease as stated on the front page of this lease, and includes any further terms granted in accordance with this lease.
- xi Where the context permits, words expressed in the singular include the plural and vice versa and words referring to a person include a company.
- xii Where two or more Tenants, Landlords or Guarantors are parties, the terms and conditions of this lease bind them jointly and severally and their obligations and liabilities under this lease are joint and several.
- xiii Headings in bold have been inserted to assist the parties but they do not form part of this lease.
- xiv "Including" and similar expressions are not words of limitation.

**SPECIAL CONDITIONS**

Special conditions forming part of this lease are to be signed by the parties and attached.

**RULES AND REGULATIONS**

1. No sign, advertisement or notice must be inscribed or painted or affixed on any part of the outside or the inside of the Premises except of such colour, size and style and in such place upon or in the Building as are approved in writing by the Landlord. Upon request by the Tenant, interior signs on glass doors and on the directory tablets (as applicable) will be provided by the Landlord for the Tenant and at the Tenant's expense.
2. The Tenant must not obstruct any entrances or exits, driveways, lifts, passageways, halls, staircases or fire escapes in the Building (as the case may be) or use them or any part of them for any purpose other than for entering and exiting the Premises or the Building.
3. The Tenant must not obstruct or interfere with the rights of the Landlord or other tenants or occupiers in the Building or do anything that may cause annoyance, nuisance, danger, damage, disturbance or offence to other tenants or occupiers of the Building.
4. The Tenant must, at all times, comply with all applicable:
  - a regulations and directions of any public authority and with the terms of any insurance policy relating to the Building or its contents; and
  - b building regulations, guidelines and procedures including, without limitation, with respect to fire safety and emergency procedures.
5. The Tenant must not install or position any safe, heavy equipment or article in the Building without prior written consent of the Landlord. If the Landlord grants such consent, it may prescribe the maximum weight and the position in which the safe, equipment or article may be placed or secured, and may give directions and/or supervise the installation, positioning or securing of such safe, equipment or article at the Tenant's expense. The Tenant must make good, at the Tenant's expense, all damage caused to the Building or any part of it by the introduction, installation, presence or removal of any heavy equipment or article of which the Tenant has ownership, custody or control.
6. In the event of an emergency or other circumstance whereby any toilet or washroom on any floor of the Building are not available for use, the Landlord may temporarily withdraw the Tenant's right of exclusive use of any or all toilet or washroom facilities (if any) not affected by the emergency or circumstance, so as to ensure availability of these facilities to all occupants of the Building. No rental adjustment may be made in relation to this lease during such temporary arrangement.
7. The Tenant must give priority to passenger traffic if it uses any lift to transport any goods, equipment or furniture.

**PLEASE READ THIS LEASE CAREFULLY BEFORE AND AFTER EXECUTION**

We hereby enter into this lease and agree to all its conditions.

**SIGNED BY THE LANDLORD – where the Landlord is an Individual**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Landlord /  
Authorised Representative

Date

--	--

Name of Signatory (this must be stated)

--

Authority of Signatory (delete whichever is not applicable)

Power of Attorney  
(attach a copy)

--

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically

Signature of Witness

Date

--	--

Name of Witness (this must be stated)

--

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Landlord /  
Authorised Representative

Date

--	--

Name of Signatory (this must be stated)

--

Authority of Signatory (delete whichever is not applicable)

Power of Attorney  
(attach a copy)

--

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically

Signature of Witness

Date

--	--

Name of Witness (this must be stated)

--

**SIGNED BY THE LANDLORD - where the Landlord is a corporation**

(to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

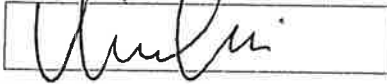
EXECUTED for and on behalf of SDT Constructions

ACN

pursuant to sections 127 and 128 of the Corporations Act 2001 (Cth);

Signature of Director / Secretary /  
Authorised Representative

Date



1/9/22

Name of Signatory (this must be stated)

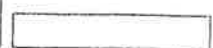
Vince Ianni

Authority of Signatory (delete whichever is not applicable)

~~Director / Secretary /~~ Authorised Officer / ~~Attorney~~  
(attach a copy of Power of Attorney if applicable)

Signature of Director / Secretary /  
Authorised Representative

Date



Name of Signatory (this must be stated)



Authority of Signatory (delete whichever is not applicable)

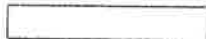
Director / Secretary / Authorised Officer / Attorney  
(attach a copy of Power of Attorney if applicable)

**SIGNED BY THE TENANT - where the Tenant is an individual**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Tenant /  
Authorised Representative

Date



Name of Signatory (this must be stated)



Authority of Signatory (delete whichever is not applicable)

Power of Attorney  
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness

Date



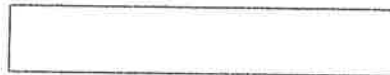
Name of Witness (this must be stated)



I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Tenant /  
Authorised Representative

Date



Name of Signatory (this must be stated)



Authority of Signatory (delete whichever is not applicable)

Power of Attorney  
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness

Date



Name of Witness (this must be stated)



**SIGNED BY THE TENANT - where the Tenant is a corporation**

(to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of Jack Ker - Waratah Food Pty Ltd

ACN

pursuant to sections 127 and 128 of the Corporations Act 2001 (Cth);

Signature of Director / Secretary /  
Authorised Representative

Date



1/9/22

Name of Signatory (this must be stated)

Jack Kerr

Authority of Signatory (delete whichever is not applicable)

Director / Secretary / Authorised Officer / Attorney  
(attach a copy of Power of Attorney if applicable)

Signature of Director / Secretary /  
Authorised Representative

Date



Name of Signatory (this must be stated)



Authority of Signatory (delete whichever is not applicable)

Director / Secretary / Authorised Officer / Attorney  
(attach a copy of Power of Attorney if applicable)

**SIGNED BY THE GUARANTOR**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Guarantor /  
Authorised Representative**

**Date**

<input type="text"/>	<input type="text"/>
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**Name of Signatory** *(this must be stated)*

**Authority of Signatory** *(delete whichever is not applicable)*

Power of Attorney  
*(attach a copy)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Witness**

**Date**

<input type="text"/>	<input type="text"/>
----------------------	----------------------

**Name of Witness** *(this must be stated)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Guarantor /  
Authorised Representative**

**Date**

<input type="text"/>	<input type="text"/>
----------------------	----------------------

**Name of Signatory** *(this must be stated)*

**Authority of Signatory** *(delete whichever is not applicable)*

Power of Attorney  
*(attach a copy)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Witness**

**Date**

<input type="text"/>	<input type="text"/>
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**Name of Witness** *(this must be stated)*